

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master-in-Equity

Mikell R. Scarborough, Master-in-Equity

Case No. 2012-213155

RECEIVED
APR 17 2013
SC Court of Appeals

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

v.

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

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

v.

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

RECORD ON APPEAL
VOLUME V

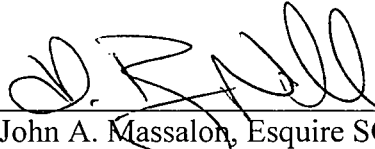
Michael J. Buhmeyer
P.O. Box 81138
Charleston, SC 29416
(843)-408-5937
Attorney for Respondent

John A. Massalon, Esquire
SC Bar Number: 010279
I. Ryan Neville, Esquire
SC Bar Number: 0076513
Wills Massalon & Allen LLC
P.O. Box 859
Charleston, South Carolina 29401
(843) 727-1144

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RECORD ON APPEAL
VOLUME V

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April 15, 2013



John A. Massalon, Esquire SC Bar #010279
I. Ryan Neville, Esquire SC Bar # 76513
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144

ATTORNEYS FOR APPELLANTS

BK V515PG268

WOODS PROPERTY MANAGEMENT, LLC

BY: [Signature]
Heather J. Wood, Its Member & Authorized Agent

Joe M. Kew
Amulya C. Cooper

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

[Signature]

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

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named WOODS PROPERTY MANAGEMENT, LLC, by Heather J. Wood, Its Member and Authorized Agent sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Joe M. Kew

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

Amulya C. Cooper
Notary Public for South Carolina
My commission expires: 4-28-2007

BK V515PG269

EXHIBIT "A"

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

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

TMS#: 425-07-00-326

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK V515P6270

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

GRANTEE'S ADDRESS: 2527 Royal Oak Drive
James Island, SC 29412

BK V515P6271

LEGAL DESCRIPTION

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

BEING the same property conveyed to Woods Property Management, LLC by Deed of Rivers Point Row, LLC dated November 10, 2004 and recorded simultaneously herewith in the RMC Office for Charleston County.

TMS#: 425-07-00-326

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.
3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

BK V515PG272

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

November 10, 2004

COUNTY OF Charleston

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Wood Property Management, LLC ON 11/10/04.
3. Check one of the following: The deed is:
(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$94,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this

11/10/04

Randolph W. Cooper
Notary Public for South Carolina

My Commission expires: 11-28-2007

Randolph W. Cooper
Grantor, Grantee or Legal Representative
Connected with this Transaction

RANDOLPH W. COOPER
Print or Type Name Here

RECORDER'S PAGE

This page Must remain with
the original document.



BK V515PG273

Recording

Fee 18.00

State

Fee 247.00

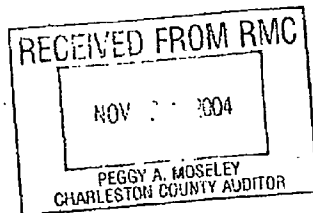
County

Fee 104.50

Postage

TOTAL 369.50

A

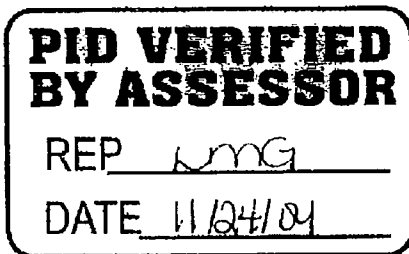


FILED

V515-267

2004 NOV 12 PM 2:16

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC



OK V515PG274

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

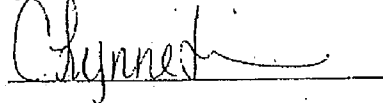
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Michael S. Smith

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

BK V515PG275

WOODS PROPERTY MANAGEMENT, LLC

BY: [Signature]
Heather J. Wood, Its Member & Authorized Agent

[Signature]
[Signature]
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of November, 2004.
[Signature]
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of November, 2004.
[Signature]
Notary Public for South Carolina
My commission expires: 4-28-2007

EXHIBIT "A"

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

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2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

BK V515PG277

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

GRANTEE'S ADDRESS: 2527 Royal Oak Drive
James Island, SC 29412

BK V515PG278

LEGAL DESCRIPTION

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

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TMS#: 425-07-00-325

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6. Zoning Ordinances for Charleston County.

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

BK

V515PG279

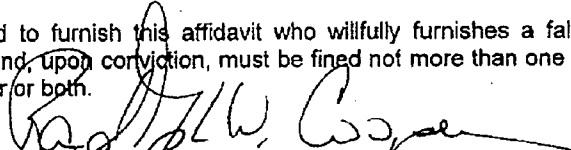
Date of Transfer of Title

November 10, 2004

) AFFIDAVIT
)

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

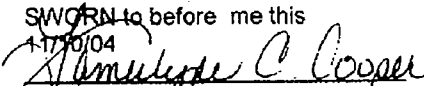
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Wood Property Management, LLC ON 11/10/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$92,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$92,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.


Grantor, Grantee or Legal Representative
Connected with this Transaction

RAUNDOLPH W. COOPER
Print or Type Name Here

SWORN to before me this

11/10/04


Notary Public for South Carolina
My Commission expires: 4-28-2007

RECORDER'S PAGE

This page Must remain with
the original document.



Cooper Law Firm

8X V515PG280

Recording
Fee 12.00
State
Fee 241.80
County
Fee 102.30
Postage _____
TOTAL 356.10

A

FILED

V515-274

2004 NOV 12 PM 2:16

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

RECEIVED FROM RMC

NOV 24 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

**PID VERIFIED
BY ASSESSOR**

REP umg

DATE 11/24/04

BK V515PG281

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

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

SEE ATTACHED EXHIBIT "A"

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

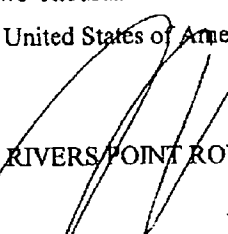
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said NATALIE H. RANKIN, her heirs and/or assigns, forever.

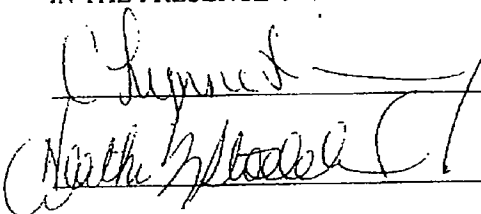
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said NATALIE H. RANKIN, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 9th day of November, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

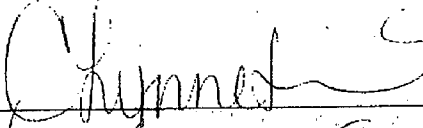
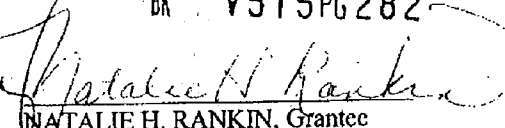
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary



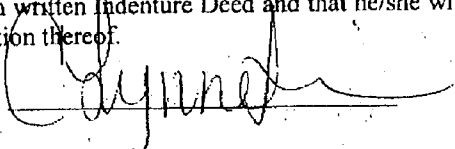
BK V515PG282



NATALIE H. RANKIN, Grantec

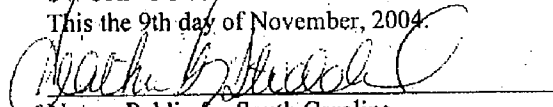

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



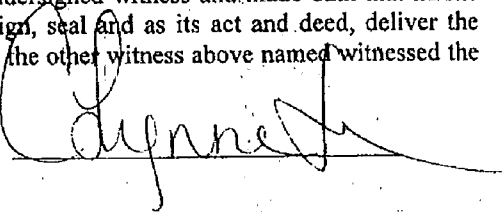
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 9th day of November, 2004.


Notary Public for South Carolina
My commission expires: ~~05-16-2012~~
6-18-09

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 9th day of November, 2004.

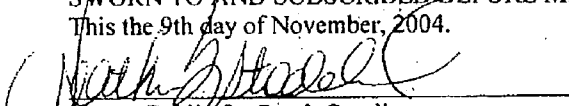

Notary Public for South Carolina
My commission expires: ~~05-16-2012~~
6-18-09

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 12-G in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-293

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 12-G
Charleston, SC 29412

BK Y51546285

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

November 9, 2004

COUNTY OF Charleston

)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Natalie H. Rankin ON 11/09/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this

11/09/04

Notary Public for South Carolina

My Commission expires: 05-18-2012

10-18-09

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



OK V515PG286

Recording
Fee 11.00

State
Fee 221.00

County
Fee 93.50

Postage _____

Total 325.50

c

FILED

V515-281

2004 NOV 12 PM 2: 59

CHARCIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**
REP LMG
DATE 11/24/04

RECEIVED FROM RMC
NOV 24 2004
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

DX Y525PG059
INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by THOMAS G. BAKER and RITA M. BAKER, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, THOMAS G. BAKER and RITA M. BAKER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

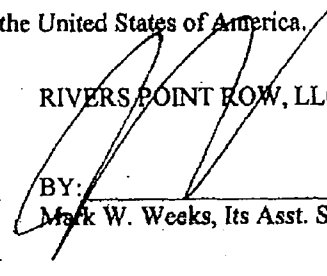
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said THOMAS G. BAKER and RITA M. BAKER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

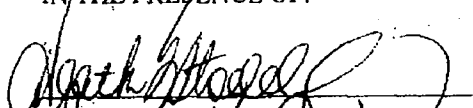
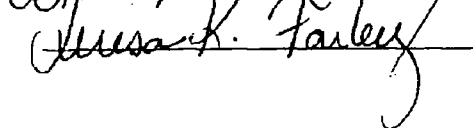
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said THOMAS G. BAKER and RITA M. BAKER, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming,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

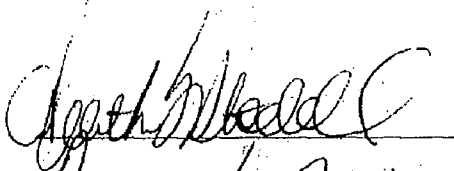
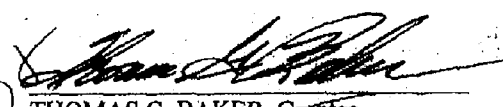
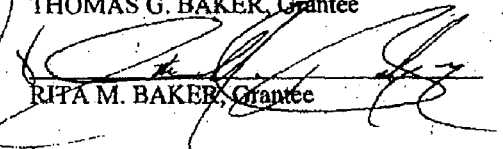
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 10th day of February, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

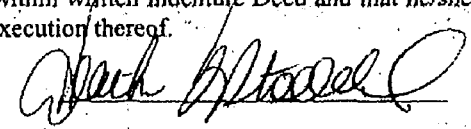
BY: 
Mark W. Weeks, Its Asst. Secretary

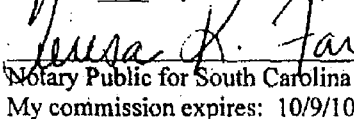


 THOMAS G. BAKER, Grantee

 RITA M. BAKER, Grantee

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

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

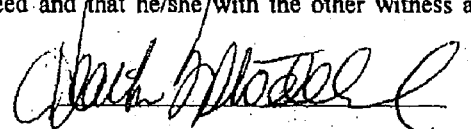


SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 10th day of February, 2005.

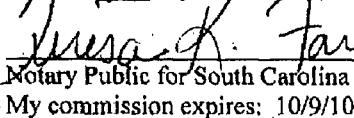

 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

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



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


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

BK V525PG061

EXHIBIT "A"

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

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

TMS#: 425-07-00-316

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

OK V525PG062

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

GRANTEE'S ADDRESS:

925 Prastan Rd.
Char, S.C. 29412

STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

) AFFIDAVIT

February 10, 2005

COUNTY OF Charleston

)

PERSONALLY appeared before me the undersigned, who being duly sworn, ^{BK} ^{V52586063} deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Thomas G. Baker ON 02/10/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$94,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
02/10/05

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

[Signature]
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

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the original document.



BK V525PG064

Recording

Fee 17.00

State

Fee 247.00

County

Fee 104.50

Postage

TOTAL 362.50

A

Davidson
Bennett
& Wigger
ATTORNEYS AT LAW

FILED

V. 525-059

2005 FEB 15 PM 2:38

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR

REP AS

DATE 3/2/05

RECEIVED FROM RMC

MAR 3 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BA V525PG065

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

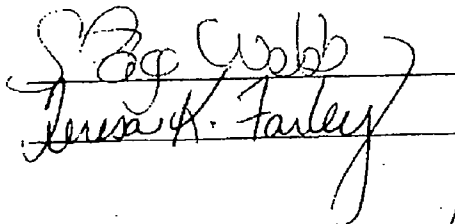
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said SUSAN S. BLACK, her heirs and/or assigns, forever.

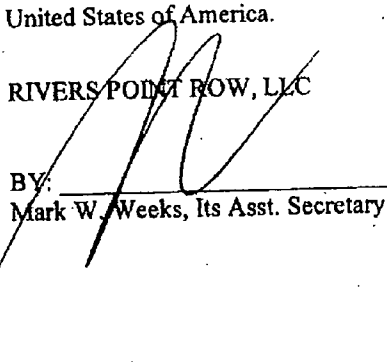
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said SUSAN S. BLACK, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC


Susan S. Black

BY: 
Mark W. Weeks, Its Asst. Secretary

BK V525PG066

Stacy Webb
Jessica K. Farley

Susan S. Black
SUSAN S. BLACK, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

Stacy Webb
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of February, 2005.

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

Stacy Webb
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of February, 2005.

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

BK Y525PG067

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 12-B in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-288

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

EX V525PG068

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

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 12-B
Charleston, SC
29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title

February 10, 2005

COUNTY OF Charleston

OK V525PG069

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Susan S. Black ON 02/10/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
02/10/05

Maria H. Farley
Notary Public for South Carolina
My Commission expires: 10/09/10

Dany B. Ina
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



BK V525PG070

Recording

Fee 11.10

State

Fee 221.00

County

Fee 93.50

Postage _____

TOTAL 325.50

A

[Signature]
**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

FILED

V525-065

2005 FEB 15 PM 2:41

~~REGISTER~~ AND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP [Signature]

DATE 3/2/05

RECEIVED FROM RMC

MAR 3 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

1525PG071

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Three Thousand Five Hundred and 00/100ths (\$83,500.00) Dollars, to it in hand paid at and before the sealing of these presents by THOMAS BAKER and RITA M. BAKER, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, THOMAS BAKER and RITA M. BAKER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

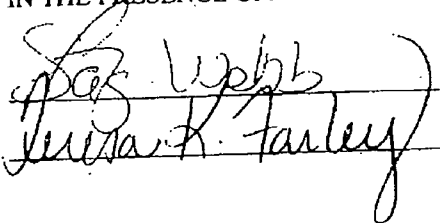
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said THOMAS BAKER and RITA M. BAKER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

BK

V525PG072

Stacy Webb
Laura K. Farley

Thomas Baker
 THOMAS BAKER, Grantee
Rita M. Baker
 RITA M. BAKER, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

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

Stacy Webb

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

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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

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

Stacy Webb

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

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

BK V525PG073

EXHIBIT "A"

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

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

TMS#: 425-07-00-355

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

DK

V525PG074

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

GRANTEE'S ADDRESS:

929 Preston Road
Char., SC 29412

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

February 10, 2005

COUNTY OF Charleston

BK V 525 PB075

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Thomas Baker and Rita M. Baker ON 02/10/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00.
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$83,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

SWORN to before me this
02/10/05

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

RECORDER'S PAGE

This page Must remain with
the original document.



OK V525PG076

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage

TOTAL 319.95

A

Davidson
Bennett
& Wigger
ATTORNEYS AT LAW

FILED

V 525-071

2005 FEB 15 PM 2:44

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP [Signature]

DATE 3/2/05

RECEIVED FROM RMC

MAR 3 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

8X V539PG232

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

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Three Thousand Nine Hundred and 00/100ths (\$93,900.00) Dollars, to it in hand paid at and before the sealing of these presents by CAROL TIFFANY and DARDENNE L. TIFFANY, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said CAROL TIFFANY and DARDENNE L. TIFFANY, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

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

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

**Davidson
Bennett
& Vigger**
ATTORNEYS AT LAW
8068 RIVERS AVENUE
NORTH CHARLESTON SC 29406

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BY: Mark W. Weeks, Its Asst. Secretary

COUNTY OF CHARLESTON

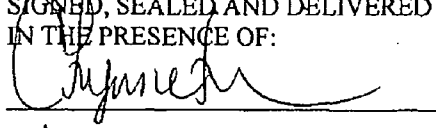
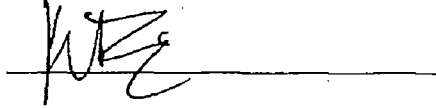
PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed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

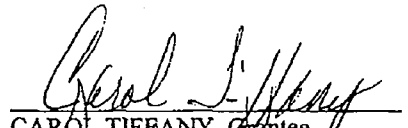
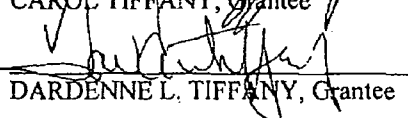
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of June, 2005.

Notary Public for South Carolina
My commission expires: October 31, 2013

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

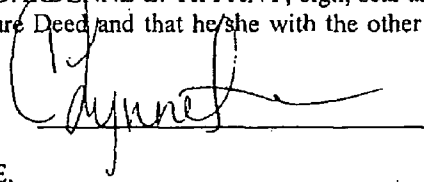
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


CAROL TIFFANY, Grantee

DARDENNE L. TIFFANY, Grantee

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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



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

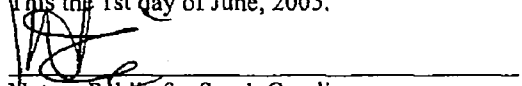

Notary Public for South Carolina
My commission expires: October 30, 2013

EXHIBIT "A"

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

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

TMS#: 425-07-00-347

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 63 Dodd Road
Vestal New York, 13850

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title

June 1, 2005

8K

V539PG237

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Carol Tiffany and Dardenne L. Tiffany ON 06/01/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$93,900.00
(b) The fee is computed on the fair market value of the realty, which is n/a
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$93,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$93,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

SWORN to before me this
06/01/05

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

BA V539PG238



RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER

Recording

Fee 12.00

State

Fee 244.40

County

Fee 103.40

Postage _____

Total 359.80

C

FILED

V539-232

2005 JUN -7 PM 2:43

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>[Signature]</u>
DATE	<u>6/24/05</u>

RECEIVED FROM RMC	
JUN 27 2005	
PEGGY A. PROSITY CHARLESTON COUNTY AUDITOR	

(843) 958-4800 2 COURTHOUSE SQUARE CHARLESTON, SOUTH CAROLINA 29402-0726

BK 4509 20

SMITH RE 11683

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Five Hundred and 00/100ths (\$92,500.00) Dollars, to it in hand paid at and before the sealing of these presents by MICHAEL M. SMITH, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said MICHAEL M. SMITH, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

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

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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 9th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

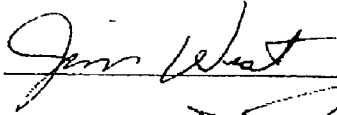
Chynnes

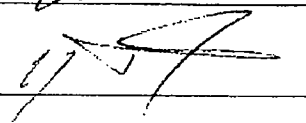
BY:

Mark W. Weeks, Its Asst. Secretary

Nichelle J. Ford

OK W509PG221



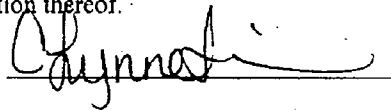



MICHAEL M. SMITH, Grantee

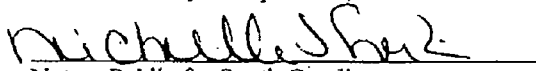
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 9th day of September, 2004.

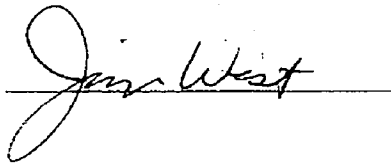


Notary Public for South Carolina
My commission expires: 05-16-2012

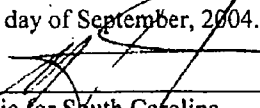
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 9th day of September, 2004.



Notary Public for South Carolina
My commission expires: 11/22/05

OK W5096222

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 3-D in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-242

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: PO Box 31701
Charleston, SC 29417

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title

September 9, 2004

BK

W5096224

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Michael M. Smith ON 09/9/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,500.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$92,500.00 the amount listed in item #4 above
(b) 0.00 the amount listed on item #5 above (no amount, please zero)
(c) \$92,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
09/9/04

Michael M. Smith
Notary Public for South Carolina
My Commission expires: 05-16-2012

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

RECORDER'S PAGE

This page Must remain with
the original document.



BK W509PG225

Recording

Fee 11.00

State

Fee 240.50

County

Fee 101.75

Postage _____

TOTAL 353.25

A

DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW

FILED

W509-220

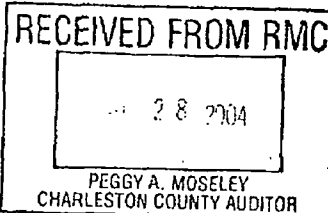
2004 SEP 20 AM 11:41

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 9/28/04



BK W524PG507

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

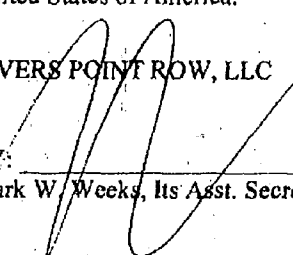
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MISTY M. GREER, her heirs and/or assigns, forever.

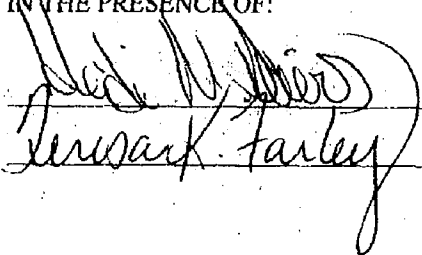
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said MISTY M. GREER, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 28th day of January, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

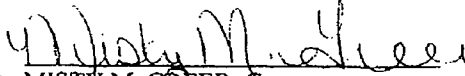
RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary


Teresark Farley

BK W524PG508





MISTY M. GREER, Grantee

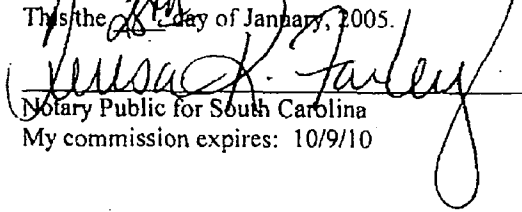
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 20 day of January, 2005.

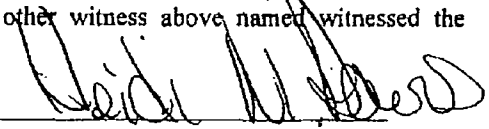


Notary Public for South Carolina
My commission expires: 10/9/10

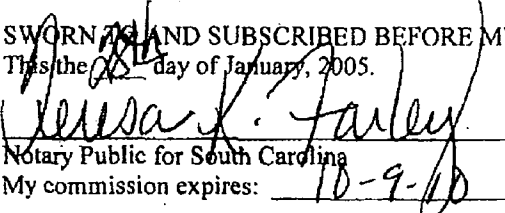
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 20 day of January, 2005.



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

EXHIBIT "A"

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

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

TMS#: 428-07-00-359

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

OK W524PG510

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

GRANTEE'S ADDRESS:

21 Rivers Point Road, Unit 15-E
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

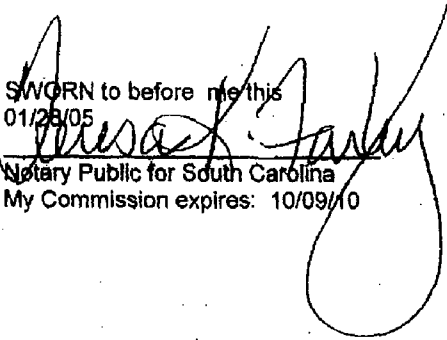
Date of Transfer of Title
January 28, 2005

W524PG511

COUNTY OF Charleston

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Misty M. Greer ON 01/28/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
01/28/05

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

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy

Print or Type Name Here

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BK W524P6542

Recording
Fee 11.00

State
Fee 234.00

County
Fee 99.00

Postage _____

Total 344.00

C

FILED

W 524-507

2005 FEB -4 PM 4:38

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**
REP [Signature]
DATE 2/18/05

RECEIVED FROM RMC
FEB 18 2005
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

425-07-00-359

(843) 958-4800 2 COURTHOUSE SQUARE CHARLESTON, SOUTH CAROLINA 29402-0726

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Two Thousand Five Hundred Twenty-Seven and 50/100ths (\$92,527.50) Dollars, to it in hand paid at and before the sealing of these presents by SAUNDREA N. BAUER ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, SAUNDREA N. BAUER, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said SAUNDREA N. BAUER, her heirs and/or assigns, forever.

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

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

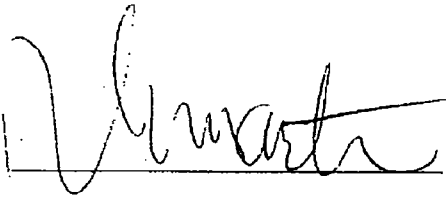
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

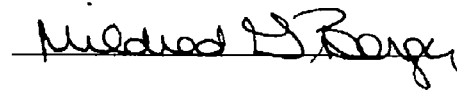
BY:

Mark W. Weeks, Its Asst. Secretary

Mark W. Weeks
Lisa K. Farley

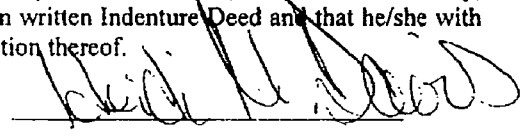


 BK W524 PG855
SAUNDREA N. BAUER, Grantee

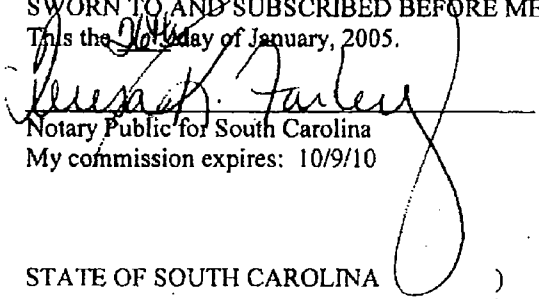


STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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

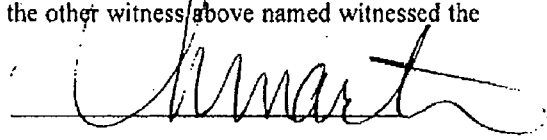


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 20th day of January, 2005.

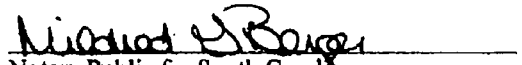

Notary Public for South Carolina
My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 21st day of January, 2005.


Notary Public for South Carolina
My commission expires: 7/26/09

MILDRED G. BERGER
Charleston County
Notary Public-South Carolina
My Commission Expires 7-26-2009

EXHIBIT "A"

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

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

TMS#: 425-07-00-323

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 1454 Appaling Drive
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title
January 26, 2005

BK W524PG858

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Saundrea N. Bauer ON 01/26/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,527.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$92,527.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$92,527.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
01/26/05

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

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



BK W524PG859

WHITE & WHITE LAW OFFICES, P.C.
2050 Spaulding Drive
Unit 1-B
North Charleston, S.C. 29406
Phone: (843) 972-6456

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

*over
with*

FILED
W 524-854
2005 FEB -7 AM 11:23
J. LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**
REP JDS
DATE 2/18/05

RECEIVED FROM RMC
FEB 18 2005
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BK H530PG338

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

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

Daniel H. Ince
Debra K. Farley

BK H530PG339

Dany K. Inay Gordon B. Jenkinson
Jessica K. Farley GORDON B. JENKINSON, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 22nd day of March, 2005.

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 22nd day of March, 2005.

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

BK H530PG340

EXHIBIT "A"

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

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

TMS#: 425-07-00-354

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK H530PG341

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

GRANTEE'S ADDRESS: PO Box 262
Kingstree, SC
29556

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

DK H530PG342
Date of Transfer of Title
AFFIDAVIT March 22, 2005
DK H530PG342

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Gordon B. Jenkinson ON 03/22/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$83,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
03/22/05
Mark W. Weeks
Notary Public for South Carolina
My Commission expires: 10/09/10

Mark W. Weeks
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

W
R

BK W530PG343

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage

TOTAL 319.95

A

FILED

W530-338

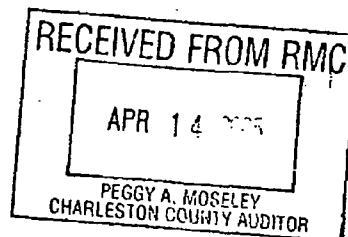
2005 MAR 29 PM 4:26

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP AD

DATE 4/14/05



BK W530PG736

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Nine Thousand Two Hundred and 00/100ths (\$99,200.00) Dollars, to it in hand paid at and before the sealing of these presents by **APRILE C. HIOTT**, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, **APRILE C. HIOTT**, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

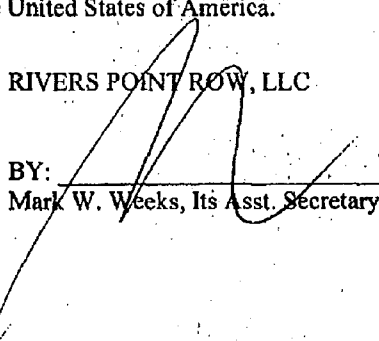
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **APRILE C. HIOTT**, her heirs and/or assigns, forever.

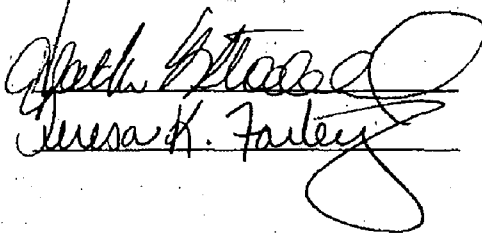
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said **APRILE C. HIOTT**, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the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

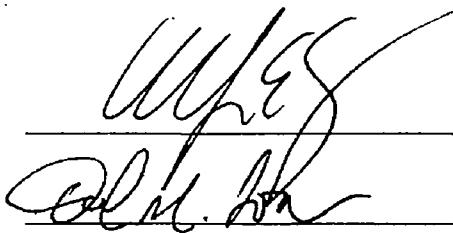
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 29th day of March, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

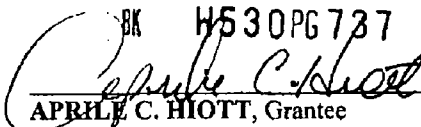
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary


Theresa H. Farley


Mark W. Weeks

BK H530PG737

APRILE C. HIOTT, Grantee

STATE OF SOUTH CAROLINA)

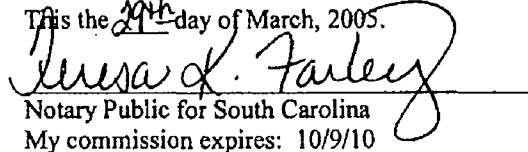
COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,

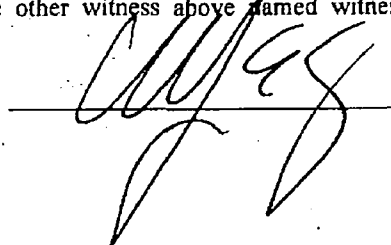
This the 29th day of March, 2005.


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

STATE OF SOUTH CAROLINA)

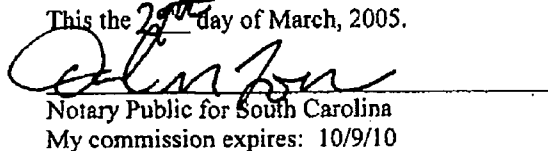
COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,

This the 29th day of March, 2005.


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

BK H530PG738

EXHIBIT "A"

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

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

TMS#: 425-07-00-322

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK W530PG739

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

GRANTEE'S ADDRESS: 312 Christie Ct.
N. Charleston, SC 29418

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title
March 29, 2005

BK W530PG 740

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO April C. Hiott ON 03/29/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a if exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$99,200.00
(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) \$99,200.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$99,200.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
03/29/05

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

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



BK W530PG741

Recording

Fee 11.00

State

Fee 258.70

County

Fee 109.45

Postage _____

TOTAL 379.15

A

W530
J. LYNN McCANTS
ATTORNEY AT LAW
782 JOHNNIE DODDS BLVD
P O BOX 2025
MT PLEASANT, SC 29485

FILED

W530-736

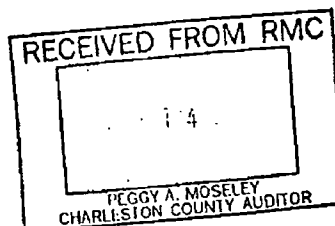
2005 MAR 30 PM 3:04

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP JD

DATE 2/1/05



BK X502PG360

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said CAROL A. BACHEWICZ, her heirs and/or assigns, forever.

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

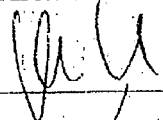
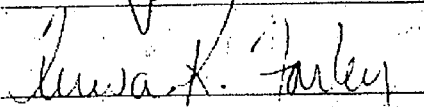
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 21st day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

BK X502PG361

[Signature]
[Signature]

[Signature]
CAROL A. BACHEWICZ, Grantor

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

[Signature]

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

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

[Signature]

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

[Signature]
Notary Public for South Carolina
My commission expires: 2/1/05

EXHIBIT "A"

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

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

TMS#: 425-07-00-249

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

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

BK X502PG364

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

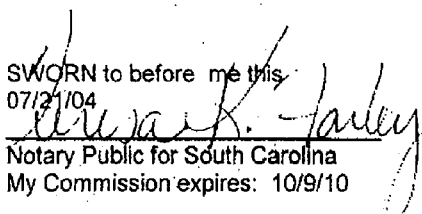
July 21, 2004

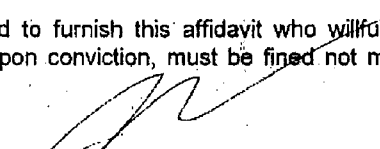
COUNTY OF Charleston

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

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

SWORN to before me this
07/21/04


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


Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



BK X502PG365

RecordingFee 11.00

State

Fee 234.00

County

Fee 99.00

Postage _____

TOTAL 344.00

A

C. J. Manoa

FILED

X502-360

2004 JUL 22 AM 10:11

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC**PID VERIFIED
BY ASSESSOR**REP LMGDATE 7/28/04

RECEIVED FROM RMC

JUL 28 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BK X513PG604

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Nine Thousand Five Hundred and 00/100ths (\$89,500.00) Dollars, to it in hand paid at and before the sealing of these presents by THOMAS E. HULL, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, THOMAS E. HULL, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

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

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

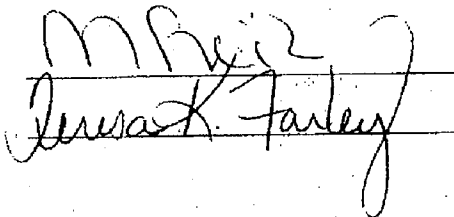
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 21st day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary



EX X51306605

Thomas E. Hull
THOMAS E. HULL, Grantee

Aeresa K. Farley

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

mb

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of October, 2004.

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

mb

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of October, 2004.

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

EXHIBIT "A"

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

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

TMS#: 425-07-00-334

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK X51396607

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

GRANTEE'S ADDRESS: 21 Ruess Rd Row Unit #6-D
Char, S.C. 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

BK X513PG608
Date of Transfer of Title

October 21, 2004

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Thomas E. Hull ON 10/21/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,500.00
(b) The fee is computed on the fair market value of the realty, which is n/a
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
10/21/04

Mark W. Weeks
Notary Public for South Carolina
My Commission expires: 10/9/10

Mark W. Weeks
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BK X513PG609

Recording Fee 11.00
State Fee 232.70
County Fee 98.45

Postage _____

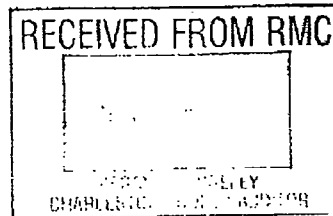
Total 342.15

B

FILED

X 513-604
OCT 26 PM 3:56

CLERK OF COURT
REGISTER
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**
REP UMG
DATE 11/4/04

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that I, **THOMAS G. BAKER** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE AND NO/100, (\$5.00) DOLLARS**, and subject to the Restrictions, Exceptions, and Limitations, if any, as hereinafter set forth, to the Grantor paid by **THOMAS G. BAKER and RITA M. BAKER**, (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 **THOMAS G. BAKER and RITA M. BAKER**, 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 Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 15-B in **RIVERS POINT ROW** Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the **RIVERS POINT ROW** Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING the same property conveyed to Thomas G. Baker by Deed of Rivers Point Row, LLC dated February 25, 2005 and recorded simultaneously herewith in the RMC Office for Charleston County.

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 # 425-07-00-356

GRANTEE'S ADDRESS: **929 Preston Road**
 Charleston, SC 29412

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

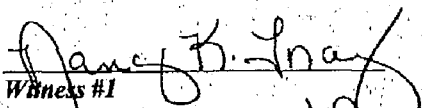
*TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, **THOMAS G. BAKER and RITA M. BAKER**, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common and their Heirs and Assigns forever.*

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.

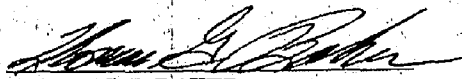
BK X527PG266

WITNESS my hand and seal this 25th day of February in the year of our Lord Two
Thousand Five (2005) and in the Two Hundred Twenty-Ninth (229) year of the Sovereignty and
Independence of the United States of America.

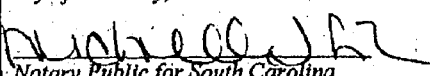
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness #1

Witness #2


THOMAS G. BAKER

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA	)	ACKNOWLEDGMENT
COUNTY OF CHARLESTON	)	
THE FOREGOING instrument was acknowledged before me by Thomas G. Baker on this the 25th day of February, 2005.		
 Notary Public for South Carolina My commission expires: 05-16-2012 NC05-0492BLS/Baker		

S. STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

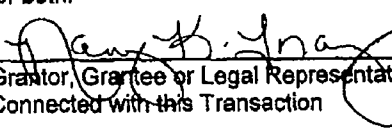
)
) AFFIDAVIT
)

Date of Transfer of Title
February 25, 2005

BK X527PG267

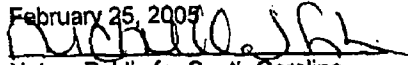
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by THOMAS G. BAKER to RITA M. BAKER dated February 25, 2005.
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) X EXEMPT from the deed recording fee because of #1 Family Transfer
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 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 _____ 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) \$00.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$00.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.


Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this

February 25, 2005


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

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

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BK X527PG268

Recording
Fee 10.00
State
Fee EXEMPT
County
Fee EXEMPT

Postage

Total 10.00

B

(2)

FILED

X 527-264

2005 MAR -7 AM 9:21

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP [Signature]
DATE 3/22/05

RECEIVED FROM RMC

MAR 22 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BK X527PG516

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Six Thousand Nine Hundred and 00/100ths (\$86,900.00) Dollars, to it in hand paid at and before the sealing of these presents by MICHAEL F. WILLIAMS and ALLISON J. WILLIAMS, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, MICHAEL F. WILLIAMS and ALLISON J. WILLIAMS, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

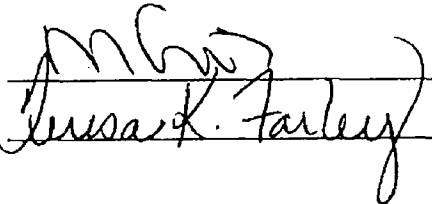
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MICHAEL F. WILLIAMS and ALLISON J. WILLIAMS, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

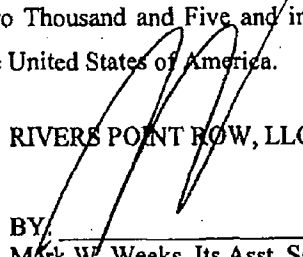
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said MICHAEL F. WILLIAMS and ALLISON J. WILLIAMS, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully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

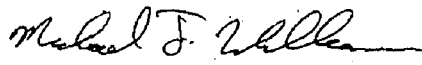
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 15th day of March, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC


Mark W. Weeks, Its Asst. Secretary

BY: 
Mark W. Weeks, Its Asst. Secretary



MICHAEL F. WILLIAMS, Grantee

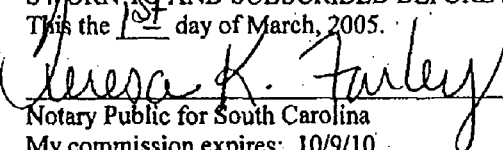
ALLISON J. WILLIAMS, Grantee

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

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


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

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

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

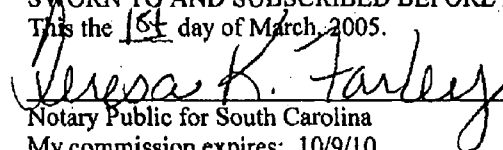

Teresa K. Farley
Notary Public for South Carolina
My commission expires: 10/9/10

EXHIBIT "A"

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

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

TMS#: 425-07-00-349

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK X527PG519

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

GRANTEE'S ADDRESS:

416 Hedge Avenue
Char., SC 29412

STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

) AFFIDAVIT

March 1, 2005

COUNTY OF Charleston

)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Michael F. Williams and Allison J. Williams ON 03/01/05.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either Item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$86,900.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$86,900.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$86,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
03/01/05

Mark W. Weeks
Notary Public for South Carolina
My Commission expires: 10/09/10

Mark W. Weeks
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BK X527PG521

Recording
Fee 11.00
State
Fee 226.20
County
Fee 95.70
Postage _____
Total 332.90

B

PM
mfb

FILED
X527-516
2005 MAR -7 AM 9:23
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>[Signature]</u>
DATE	<u>3/18/05</u>

RECEIVED FROM RMC	
MAR 22 2005	
PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR	

BK X531PG670

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that **RIVERS POINT ROW, LLC,*^a** South Carolina Limited Liability Company, by Mark W. Weeks, Its Authorized Agent ("Grantor"), in the State aforesaid, County aforesaid, for and in consideration of the sum of **NINETY ONE THOUSAND NINE HUNDRED AND 00/100, (\$91,900.00)** Dollars, to it in hand paid at and before the sealing of these presents by **SARAH S. HAZEL**, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **SARAH S. HAZEL**, his/her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **SARAH S. HAZEL**, his/her heirs and/or assigns, forever.

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

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW
8008 RIVERS AVENUE
NORTH CHARLESTON, SC 29405

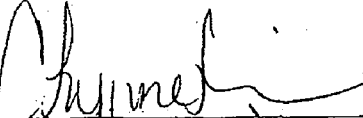
OK X531PG671

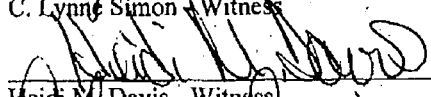
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 30th day of March, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

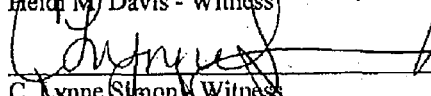
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

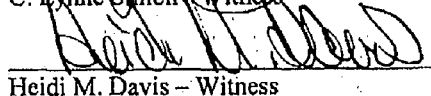
RIVERS POINT ROW, LLC
A South Carolina Limited Liability Company

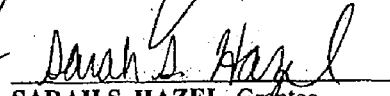
BY:
Mark W. Weeks, Its Authorized Agent


C. Lynne Simon - Witness


Heidi M. Davis - Witness


C. Lynne Simon - Witness

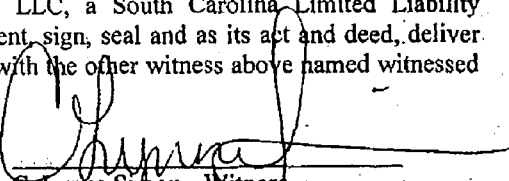

Heidi M. Davis - Witness


SARAH S. HAZEL, Grantee

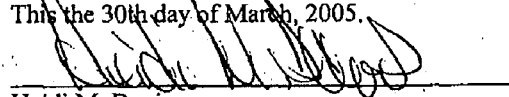
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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


C. Lynne Simon - Witness

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 30th day of March, 2005.


Heidi M. Davis
Notary Public for South Carolina
My commission expires: 03-16-2015

81

)

)

)

C. Lynne Simon - Witness

C. Lynne Simon - Witness

Old day of March, 2005.

Heidi M. Davis
Notary Public for South Carolina
My commission expires: 03-16-2015

EXHIBIT "A"

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

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

TMS#: 425-07-00-281

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #11-C
Charleston, SC 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title

March 30, 2005

BK X531PG675

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Sarah S. Hazel ON 03/30/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$91,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$91,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$91,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
03/30/05

Notary Public for South Carolina
My Commission expires: 03-16-2015

Nancy K. Tracy
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

BK X531PG676



RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER

Recording

Fee 12.00

State

Fee 239.20

County

Fee 101.20

Postage _____

Total 352.40

C

FILED

X531-670

2005 APR -6 AM 10:14

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MB
DATE 4/23/05

RECEIVED FROM RMC

APR 25 2005

PEGGY A. MCQUEEN
CHARLESTON COUNTY AUDITOR

BK Y503PG525

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

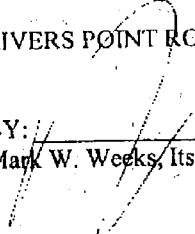
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said FRANK P. KORDONIS AND KYRIAKI F. KORDONIS AND SUNDAY DENNIS, their heirs and/or assigns, forever.

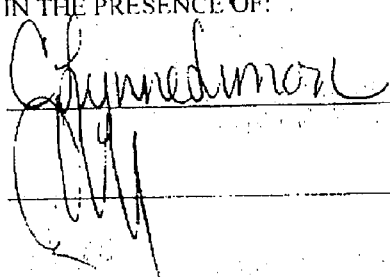
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said FRANK P. KORDONIS AND KYRIAKI F. KORDONIS AND SUNDAY DENNIS, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 29th day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary



Larry M. Hughes

Frank P. Kordonis
FRANK P. KORDONIS, Grantee

[Signature]

Kyriaki F. Kordonis
KYRIAKI F. KORDONIS, Grantee

Sunday Dennis
SUNDAY DENNIS, Grantee

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 29th day of July, 2004.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named FRANK P. KORDONIS AND KYRIAKI F. KORDONIS AND SUNDAY DENNIS, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Larry M. Hughes

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 29th day of July, 2004.

[Signature]
Notary Public for South Carolina
My commission expires: 2/17/08

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 18-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-314

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #18-H.
Charleston, NC 282412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title
July 29, 2004

AK Y503PG529

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Frank P. Kordonis and Kyriaki F. Kordonis and Sunday Dennis ON 07/29/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
07/29/04

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

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page Must remain with
the original document.



OK Y503PG530

Recording

Fee 11.00

State

Fee 221.00

County

Fee 93.50

Postage _____

TOTAL 325.50

A

C. J. Manos

FILED

Y503-525
2004 JUL 30 AM 10:54

CHARLES LYNNARD
RECORDER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MR

DATE 8/6/04

RECEIVED FROM RMC

CLY
REC'D

BK Y503PG531

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

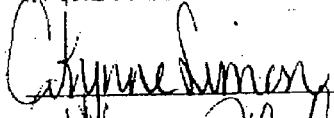
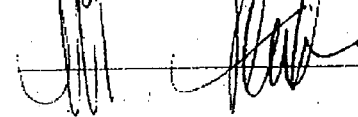
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said BARBARA J. LANG HUTCHISON, her heirs and/or assigns, forever.

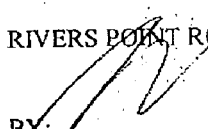
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said BARBARA J. LANG HUTCHISON, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 27th day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

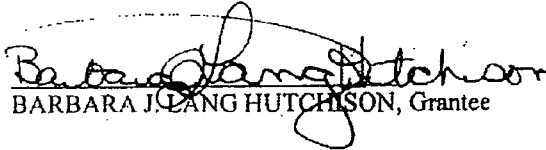
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

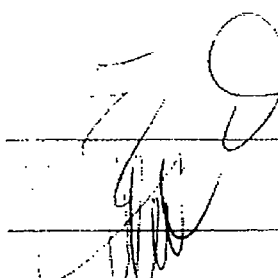



RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary

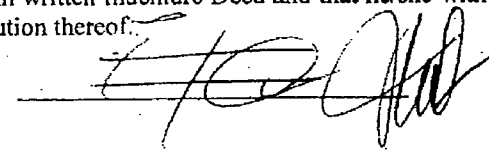
BK Y503PG532

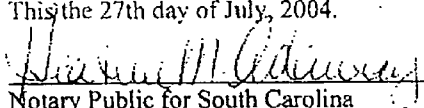

BARBARA J. LANG HUTCHISON, Grantee


STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 27th day of July, 2004.

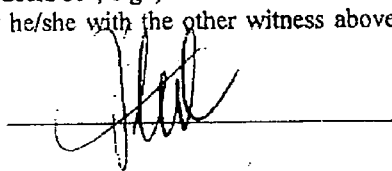

Notary Public for South Carolina
My commission expires: 01-27-2010

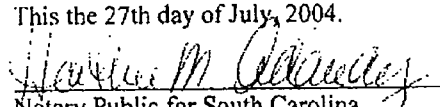
Adaway
Public
South Carolina
October 16, 2012

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 27th day of July, 2004.


Notary Public for South Carolina
My commission expires: _____

Adaway
Public
South Carolina

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 8-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-260

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BN

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

GRANTEE'S ADDRESS: 727 Waterloo Street
Charleston, SC 29412

BN

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title

July 27, 2004

COUNTY OF Charleston

BK Y503PG535

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Barbara J. Lang Hutchison ON 07/27/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,900.00
(b) The fee is computed on the fair market value of the realty, which is n/a
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

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

SWORN to before me this
07/27/04

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

RECORDER'S PAGE

This page Must remain with
the original document.



BX Y503PG536

Recording

Fee 11.00

State

Fee 234.00

County

Fee 99.00

Postage _____

TOTAL 344.00

B

**Davidson
Bennett
& Winder**
ATTORNEYS AT LAW

FILED

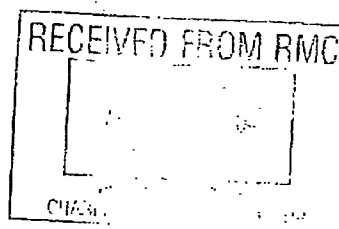
Y503-531
2004 JUL 30 PM 4:47

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP MDJ

DATE 8/16/04



BK Y520PG398

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Nine Thousand Five Hundred and 00/100ths (\$89,500.00) Dollars, to it in hand paid at and before the sealing of these presents by JOHN L. GASKINS ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, JOHN L. GASKINS, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

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

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

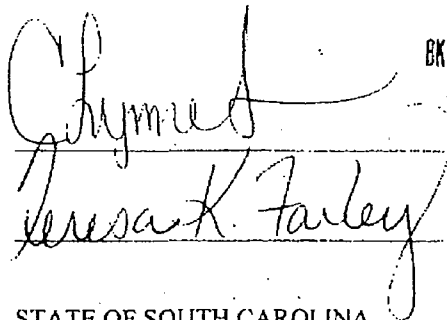
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 22nd day of December, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

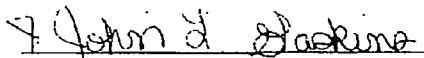
RIVERS POINT ROW, LLC

BY: Mark W. Weeks, Its Asst. Secretary

[Handwritten signature]
[Handwritten signature]

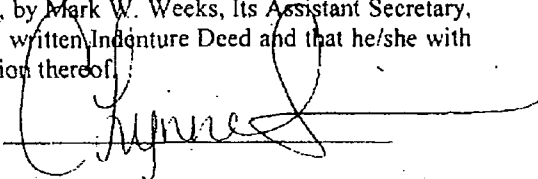

Cheryl

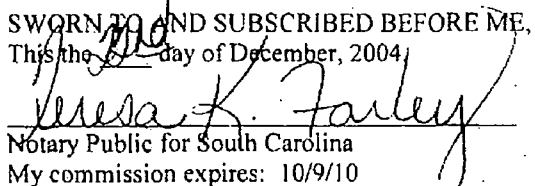
BK Y520PG399


JOHN L. GASKINS, Grantee

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

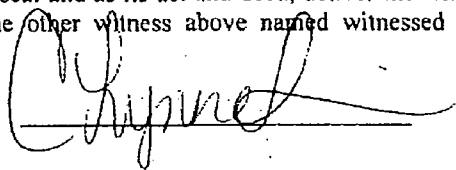
PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed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

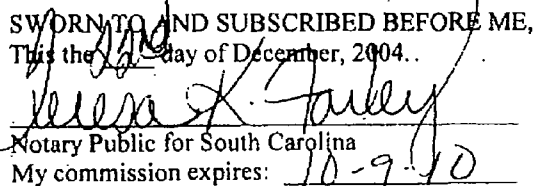

Cheryl

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

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

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

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


Cheryl

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

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

BX Y520PG400

EXHIBIT "A"

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

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

TMS#: 425-07-00-364

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

BK Y520PG401

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

GRANTEE'S ADDRESS: 915 Billfish Ct
Charleston, SC 29412

BK Y520PG402

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

December 22, 2004

COUNTY OF Charleston

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO John L. Gaskins ON 12/22/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,500.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
12/22/04

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

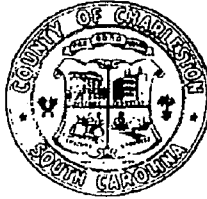
Grantor, Grantee or Legal Representative
Connected with this Transaction

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

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BK Y520PG403

Recording
Fee 11.00
State
Fee 333.70
County
Fee 98.45

Postage _____

Total 342.15

B

FILED

Y520-398

2004 DEC 30 PM 3:47

DEPUTY CLERK
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>[Signature]</u>
DATE	<u>1/13/05</u>

RECEIVED FROM RMC	
<u>[Signature]</u>	
[Signature]	

2508

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

INDENTURE DEED

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

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said KATHERINE L. SMITH, her heirs and/or assigns, forever.

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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 8th day of SEPTEMBER, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:
Mark W. Weeks, Its Asst. Secretary

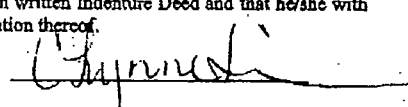
BK Z5086351

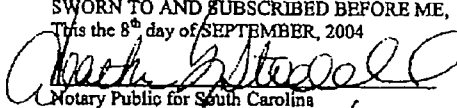

KATHERINE L. SMITH, Grantee
AKA Katherine Smith *

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 8th day of SEPTEMBER, 2004

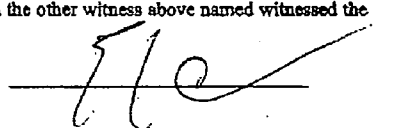

Notary Public for South Carolina

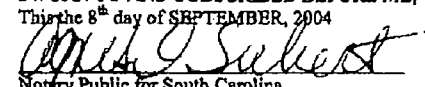
My commission expires: 6/18/09

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 8th day of SEPTEMBER, 2004


Notary Public for South Carolina

My commission expires: _____

Notary Public
State of South Carolina
Commission Expires May 12, 2010

May 12, 2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 12-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-294

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 711 Harborview Road
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

) AFFIDAVIT

September 8, 2004

COUNTY OF Charleston

)

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

1. I have read the information on this Affidavit and I understand such information.
2. ☒ The property is being transferred by Rivers Point Row, LLC a SC limited liability company TO Katherine L. Smith ON 09/08/04.
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 #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 \$4,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. Check If Property other than Real Property is being transferred on this Deed:
(a) _____ Mobile Home
(b) _____ Other: _____
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
09/08/04

Wesley C. Siebert
Notary Public for South Carolina
My Commission expires: _____

Print or Type Name Here

Public
South Carolina

RECORDER'S PAGE

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the original document.



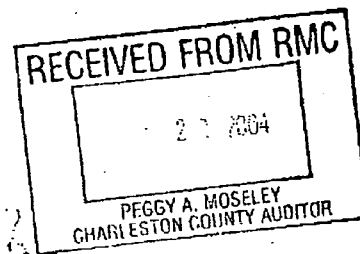
BK Z50876355

Recording
Fee 11.00
State
Fee 221.00
County
Fee 93.50

Postage _____

TOTAL 325.50

W
**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW



FILED

Z508-350
2004 SEP 10 PM 3:50

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP uma

DATE 9/20/04

BK 2511PG802

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

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

SEE ATTACHED EXHIBIT "A"

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

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

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

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 28th of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Clynnedimon

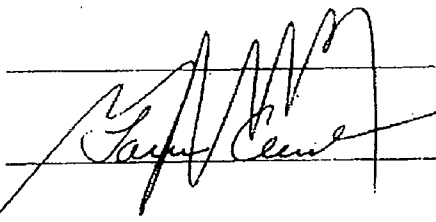
Michael J. Smith

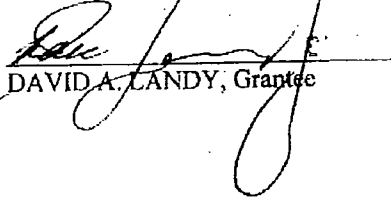
RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

BK 2511PG803

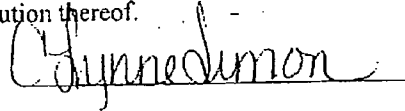




DAVID A. LANDY, Grantee

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 28th day of September, 2004.



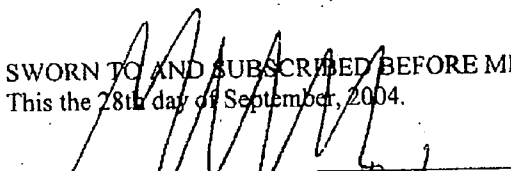
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 28th day of September, 2004.



Notary Public for South Carolina
My commission expires: 2/14/12

EXHIBIT "A"

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

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

TMS#: 425-07-00-321

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS: 1744 Wambaw Avenue
Charleston, SC 29412

OK 2511PG806

STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

) AFFIDAVIT

September 28, 2004

COUNTY OF Charleston

)

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO David A. Landy ON 09/28/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$94,900.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this

09/28/04

Michael J. H.

Notary Public for South Carolina

My Commission expires: 05-16-2012

Mark W. Weeks

Print or Type Name Here

RECORDER'S PAGE

This page Must remain with
the original document.



SMITH, COX & ASSOCIATES, LLP
P. O. BOX 20458
CHARLESTON, SC 29413

2511PG807

Recording Fee 11.00
State Fee 247.00
County Fee 104.50
Postage
TOTAL 362.50

FILED

2511-802

2004 OCT -7 PM 2:09

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR

REP LMG

DATE 10/19/04

RECEIVED FROM RMC

OCT 20 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

DALLIS LAW FIRM, P.A.
1721 ASHLEY RIVER ROAD
CHARLESTON, SC 29407

BK Z5156436

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

R-04-1159
INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Six Thousand and 00/100ths (\$96,000.00) Dollars, to it in hand paid at and before the sealing of these presents by RYAN ARENTZ, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said RYAN ARENTZ, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

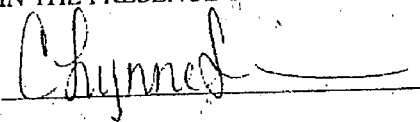
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

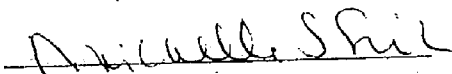
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said RYAN ARENTZ, his heirs and/or assigns, forever.

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

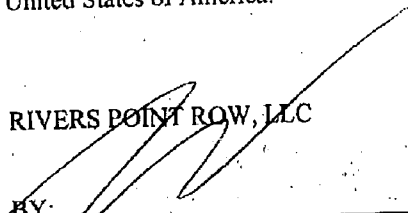
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 8th day of November, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary

Went to the
the


RYAN ARENTZ, Grantee

1

)

written Indenture Deed and that her share
thereof.

Michelle Shul

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

1

—

other witness above named witnessed the

SWORN TO AND SUBSCRIBED BEFORE ME
This the 8th day of November, 2004.

Notary Public for South Carolina
My commission expires: 4-9-11

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 8-D in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-258

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

8X Z515PG439

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

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #8-D
Charleston, SC 29412

STATE OF SOUTH CAROLINA

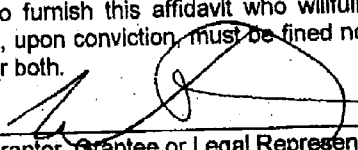
COUNTY OF Charleston

)
AFFIDAVIT
)

BK 751576440
Date of Transfer of Title
November 8, 2004

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Ryan Arentz ON 11/08/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$96,000.00
(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) \$96,000.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$96,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

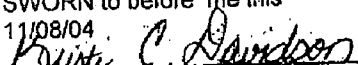


Grantor, Grantee or Legal Representative
Connected with this Transaction

W. ALEX DALLIS, JR.

Print or Type Name Here

SWORN to before me this
11/08/04



Notary Public for South Carolina
My Commission expires: 10/14/10

BK Z515PG441

RECORDER'S PAGE

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the Original Document



Dall's Law

LS
6/11

Recording

Fee 11.00

State

Fee 249.60

County

Fee 105.60

Postage _____

Total 366.20

C

FILED

Z515-436

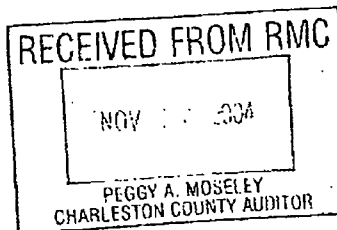
2004 NOV 12 PM 4:55

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 11/24/04



BA Z525PG151

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of One Hundred Seventy Three Thousand Eight Hundred and 00/100ths (\$173,800.00) Dollars, to it in hand paid at and before the sealing of these presents by FRED P. HOLLAND AND ELOISE V. HOLLAND, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said FRED P. HOLLAND AND ELOISE V. HOLLAND, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said FRED P. HOLLAND AND ELOISE V. HOLLAND, their heirs and/or assigns, forever.

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

Grantee's Address: PO Box 270
Folly Beach, SC 29439

BK Z525PG152

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

C. Hynnedimon

BY: [Signature]
Mark W. Weeks, Its Asst. Secretary

Michelle S. S. 2

[Signature]

[Signature]
Fred P. Holland, Grantee

[Signature]

[Signature]
Eloise V. Holland, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

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

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 15th day of February, 2005.

Michelle S. S. 2

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

BX

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Paul M. Rogers

Notary Public for South Carolina

Notary Public for South Carolina

12-18-2013

EXHIBIT "A"

ALL those certain Units, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Numbers 15-F and 1-B in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

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

TMS#: 425-07-00-360 for Unit #15-F TMS#: 425-07-00-348 for Unit #1-B

Said unit is conveyed together with:

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

This conveyance is made subject to the following:

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

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

GRANTEE'S ADDRESS:

PO Box 270

Folly Beach, SC 29439

OK Z525PG156

STATE OF SOUTH CAROLINA)

Date of Transfer of Title

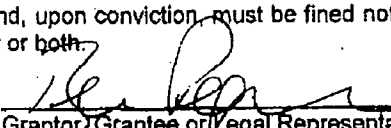
) AFFIDAVIT

February 15, 2006

COUNTY OF Charleston)

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

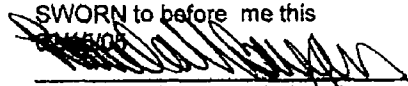
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Fred P. Holland and Eloise V. Holland ON 02/15/06.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for 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 \$173,800.00
(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) \$173,800.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$173,800.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.


Grantor/Grantee or Legal Representative
Connected with this Transaction

Ben Peeples

Print or Type Name Here

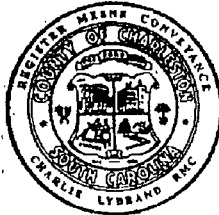
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Notary Public for South Carolina

My Commission expires: 3-11-09

RECORDER'S PAGE

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the original document.



BK Z525PG157

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144
Otis Benjamin Peoples

Recording

Fee 12.00
State 452.40
Fee
County 191.40
Fee

Postage _____

TOTAL 655.80 B

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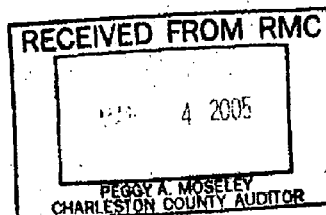
2005 FEB 16 AM 11:51

CLERK AND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP AD8

DATE 3/4/05



155-16

FILED
2012 OCT 11 PM 3:41
JULIE J. ARTHUR
CLERK OF COURT
BY

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master-in-Equity

Mikell R. Scarborough, Master-in-Equity

Case No. 08-CP-10-2279

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

v.

Palms Properties, LLC Defendant and Third-Party Plaintiff,

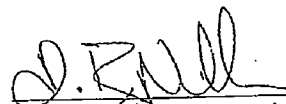
v.

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

NOTICE OF APPEAL

Rivers Point Row, LLC, John Hagerty, John Derbyshire, and Linda Derbyshire appeal the
Order of the Honorable Mikell R. Scarborough dated September 11, 2012, which granted
Plaintiff's Motion for Summary Judgment. Appellant received written notice of entry of this
Order no sooner than September 17, 2012.

October 11, 2012


John A. Massalon, Esquire
I. Ryan Neville, Esquire
Wills & Massalon, LLC
P.O. Box 859
Charleston, South Carolina 29402
(843) 727-1144
Attorneys for Appellants

Other Counsel of Record:

Michael J. Buhmeyer, Esq.
4107 Perrine Street
Charleston, SC 29414
(843) 408-5937
Attorneys for Respondent

Dan M. David, Esquire
Dan M. David Attorney at Law
P.O. Box 32097
Charleston, SC 29417
(843) 571-1893

and

O. Grady Query, Esquire
Query, Saulter, Goliseman & Price
147 Wappoo Creek Drive, Suite 202
Charleston, South Carolina 29412
(843) 795-9500
Attorneys for Defendant and
Third-Party Plaintiff

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
CASE NO.: 2008-CP-10-2279

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

Plaintiff,

vs.

PALMS PROPERTIES, LLC,

Defendant.

PALMS PROPERTIES, LLC,

Third Party Plaintiff,

vs.

RIVERS POINT ROW, LLC &
JOHN DERBYSHIRE, LINDA
DERBYSHIRE, and JOHN HAGERTY,
Individually,

Third Party Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

FILED
2012 SEP 17 PM 2:44
JULIE J. ARISTRONG
CLERK OF COURT

This matter came before the Court for a hearing on the cross-motions for summary judgment filed by First Party Plaintiff Rivers Point Row Horizontal Property Regime and by Third Party Defendant Rivers Point Row, LLC on June 1st, 2012. Proper notices were provided and counsel for all parties involved were present at the hearing to argue their respective positions. Based upon the pleadings on file with the Court, and such case law and statutory authority as is applicable, I find, order and conclude as follows:

PROCEDURAL HISTORY



This action was commenced by the filing of a Summons and Complaint by the Plaintiff on April 25, 2008. The Complaint seeks judicial determination of the validity of a deed filed with the Charleston County Register of Deeds executed between the First Party Defendant Palms Properties, LLC and the Third Party Defendant Rivers Point Row, LLC for the transfer by sale of a portion of real property previously incorporated into a Master Deed in favor of the Plaintiff under the S.C. Horizontal Property Act (the "Act"). This determination is being sought by Plaintiff under Section 15-53-30 of the S.C. Uniform Declaratory Judgment Act which provides that "[a]ny person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder (emphasis added). The complaint alleges that the deed as filed is erroneous and invalid in that the parties to the transaction and conveyance had no right to purchase/sell and convey the same.

Defendant timely filed its Answer on June 25, 2008 and joined Third Party Defendant Rivers Point Row, LLC to the action under a Third Party Complaint included in the Answer. The Third Party Defendant filed its Answer on December 8, 2008. The Answers generally deny the corresponding allegations in the Complaints, assert various defenses. The Third Party Complaint has since been amended to name individual Defendants, John Derbyshire, Linda Derbyshire and John Hagerty and the Third Party Plaintiffs Motion to Amend has been granted by this Court.

STANDARD OF REVIEW

The standard for summary judgment is set forth in Rule 56, S.C. R. Civ. Proc., and mirrors that of the standard for a directed verdict. Russell v. Wachovia Bank, N.A., 353 S.C. 208, 578

S.E.2d 329 (2003). Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Legette v. Piggly Wiggly, Inc., 368 S.C. 576, 620 S.E.2d 375 (Ct. App. 2006). When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. USAA Property and Cas. Ins. Co. v. Clegg, 377 S.C. 643, 661 S.E.2d 791 (2008). Further, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested on deficient grounds. M&M Group, Inc. v. Holmes, 379 S.E. 468, 666 S.E.2d 262 (Ct. App. 2008).

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 the mere allegations or denials contained in the pleadings but rather must come forward with specific facts showing there is a genuine issue for trial. Singleton v. Sherer, 377 S.C. 185, 699 S.E.2d 196 (Ct. App. 2008).

ANALYSIS

In the instant case, it is undisputed that the two named Defendants entered into an agreement on or about January 26, 2005, with various subsequent supplemental addenda (the final addenda being May 12, 2005), to convey by fee simple sale and deed transfer a portion of a parcel previously conveyed to Plaintiff under a Master Deed on May 4, 2004, which at that time created a Horizontal Property Regime and Property Owners Association. This transaction was executed on May 12, 2005. The deed evidencing this transaction was later recorded with the Charleston County Register of Deeds in Box X541 at page 464 on June 22, 2005.

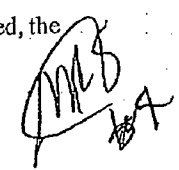
It is also undisputed that the Third Party Defendant, Rivers Point Row, LLC, as Developer and Declarant of the Master Deed to Plaintiff, reserved only a right to build certain poorly defined

[Handwritten signature]
#3

structures on the parcel at issue in this case, and did not reserve a right to transfer the parcel as a subdivided part of the larger tract to a third party in fee simple for value. Nor for that matter did they reserve the right to assign the right to build.

An analysis of unit sales transactions from the Third party Defendant as Developer/Declarant to individual owners was submitted, on June 26, 2012, by Plaintiff as requested by this Court to determine when at least seventy-five percent (75%) of the Units were transferred by sale. Titled "Supplemental to Plaintiff's Memorandum of Law in Support of Summary Judgment", this document with the attached labeled Exhibit "H" categorizes all the deeded unit conveyances by filing date on the Charleston County Register of Deed public records, and shows that the threshold inquiry of seventy-five percent (75%) of the total available Unit conveyances was complete as of December 18, 2004. The Master Deed which governs the subject property provides that an event referred to as "Loss of Controlling Interest" by the Developer/Declarant "shall occur at the earlier of (i) the conveyance by Declarant of ownership of three fourths (3/4ths) of all Units (other than conveyance to a mortgagee pursuant to terms of a mortgage or in lieu of enforcement of the terms of a mortgage), or (ii) the date on which the Declarant notifies the Unit owners in writing that it is relinquishing the Controlling Interest (emphasis added). Based on this definition, the Third Party Defendant had lost controlling interest in the Board of Directors and the development itself prior to entering into a contract for the sale of the parcel at issue in this case, and well before the execution of the deed to the Defendant/Third Party Plaintiff.

As a result of these findings, I rule that there are no genuine issues of material fact in dispute, that as a matter of law the Third Party Defendant/Developer/Declarant had no rights in the subject property as this parcel became common elements of the Regime upon recordation of the Master Deed, and that once the Loss of Controlling Interest provision in the Master Deed was triggered, the



Third Party Defendant/Developer/Declarant was no longer in a position to amend the Master Deed or resolve to do any act affecting the Regime without approval of the Unit owners. I find that the Third Party Defendant was unable to affect a sale and deed transfer of any part of the parcel to the First Party Defendant based on a comprehensive review of the facts. Once submitted by Master Deed, a horizontal property regime is created and governed by the South Carolina Horizontal Property Act (the "Act"). S.C. Code Ann. §§ 27-31-10 to 300 (1991 & Supp. 2011).^{*} As in the only case with controlling authority found to be on point in this matter holds, "once common elements are set aside and vested in the co-owners of property subject to a Master Deed, such co-owners may not be unilaterally deprived of their interests in the common elements by the actions of the developer". Reyhani v. Stone Creek Cove Condo. II Horizontal Prop. Regime, 329 S.C. 206, 211, 494 S.E.2d 465, 468 (Ct. App. 1997) (citing S.C. Code Ann. §§ 27-31-70, -130 (1991 & Supp. 2011); See also 4 S.C. Juris. Condominiums §18 (1991)). This Court acknowledges that this controlling precedent is what it is bound to follow in this case.

THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that First Party Plaintiff Rivers Point Row Horizontal Property Regime a/k/a Rivers Point Row Property Owners Association, Inc.'s motion for summary judgment is GRANTED, and this Court declares the Deed recorded at Book X541 Page 464 to be invalid as a matter of law and issues this decree directing the Register of Deeds of Charleston County to strike and forever remove this erroneous deed recording from the County records.

IT IS SO ORDERED.

/s/

Mikell Ross
The Honorable Mikell Ross Scarborough
Charleston County Master in Equity

Dated:

9/16/2017
Charleston, South Carolina

** Upon filing the Master Deed, the property is no longer considered Real Property ^{per se} but part of a Horizontal Regime which is subject to the Act and terms of the Master Deed. Queen's Court v Greenwood Devmt, 368 S.C. 342, 628 S.E.2d 902 (Ct. App. 2006)*

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-10-2279

Rivers Point Row Horizontal Property Regime, et
al

Palms Properties, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Master in Equity

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.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **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.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : Order Granting Plaintiff's Motion For Summary Judgment.

INFORMATION FOR THE PUBLIC 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.

Circuit Court Judge

3062

Judge Code

9/12/2012

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:

JULIE J. ARMSTRONG

CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



www3.charlestoncounty.org

John A. Massalon
PO Box 859
Charleston, SC 29402

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master/Order granting plntff's mot for sum judg

CASE NO: 2008CP1002279

**Riyers Point Row Horizontal Property Regime Etc , plaintiff, et al VS Palms Properties Llc
Etc ,**

This judgment was entered on the 17th day of September, 2012, and a copy mailed first class on
Tuesday, September 18, 2012, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 08-CP-10-2279

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

-v-)

PALMS PROPERTIES, LLC,)
Defendant.)

PALMS PROPERTIES, LLC,)
Third-Party Plaintiff,)

-vs-)

RIVERS POINT ROW, LLC and)
JOSEPH F. HAND, JR.,)
Third-Party Defendants.)

DEPOSITION OF:
WILLIAM J. COOK
OCTOBER 2, 2009

McCarn Court Reporting, Inc.
P.O. Box 778
Folly Beach, SC 29439

A-P-P-E-A-R-A-N-C-E-S

Court Reporter: Lisa A. McCarn

For the Plaintiff: Mikell, Weidner, Wegmann &
Harper
By: J. Thomas Mikell
14 Professional Village Circle
Beaufort, SC 29907

For the Defendant and Third-Party Plaintiff:

David & Schwartz
By: Dan M. David and
J. Scott Falls
757 St. Andrews Boulevard
Charleston, SC 29407

For the Third-Party Defendants:

Wills & Massalon
By: John A. Massalon and
I. Ryan Neville
134 Meeting Street, Suite 100
Charleston, SC 29401

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1 WILLIAM J. COOK,

2 having been 'duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. MASSALON:

5 Q All right. Would you state your name for us,
6 please?

7 A William J. Cook.

8 Q And you and I have met many times before?

9 A Yes.

10 Q I'll give you just a couple of broad
11 instructions, before we get started. As you know, we
12 represent the Third-Party Defendant in this lawsuit.
13 And you've been identified to us as an expert witness.
14 And so I'm going to be asking you some questions about
15 your opinion, okay?

16 And if you'll just do a few things for me.
17 First of all, if you don't hear or understand one of
18 my questions, let me know. Okay?

19 A Sure.

20 Q The second is, if you will, please keep your
21 responses verbal. Try to avoid head nods and things
22 so that we can get the record down clearly. And then,
23 last, if you need a break, let me know and I'll stop
24 for you. Okay?

25 A Okay. Absolutely.

1 Q Let me just get a little bit of background
2 about you, first. Your current occupation is what?

3 A I'm a law professor.

4 Q And how long have you been doing that?

5 A I am now in my fourth year teaching full
6 time. I taught two years as an adjunct before that.

7 Q Okay. All at the Charleston School of Law?

8 A Correct. And I have a resume, if you'd like
9 a copy of it?

10 Q That would be great.

11 MR. MIKELL: I sent it to you guys yesterday.

12 THE WITNESS: I made some copies.

13 MR. MIKELL: He sent it to me yesterday, so I
14 sent it to you guys.

15 MR. MASSALON: All right. I'm sure I got it.
16 I was doing some other things yesterday and probably
17 just didn't realize I got it. Give me just a second
18 to look over this.

19 THE WITNESS: Yeah, sure.

20 BY MR. MASSALON:

21 Q This resume says that you teach property law,
22 constitutional law, historic preservation law, and
23 appellate practice?

24 A Correct.

25 Q That's what you teach currently?

1 A Yes. Property is a full-year course.
2 Historic preservation and appellate advocacy are
3 elective courses that I teach once a year. And I'm
4 also teaching constitution law right now, as well.

5 Q Has that always been true during your tenure
6 at the Charleston Law School, or is that just your
7 current teaching load?

8 A That has been my teaching load, since I've
9 been there.

10 Q Full time?

11 A Correct.

12 Q All right.

13 A Property is my main focus.

14 Q Got you. I was just flipping through to see
15 if I had any other questions, rather than covering all
16 of this. Now, other than the work that you do
17 teaching at the law school, do you represent clients
18 in any cases?

19 A Not as an attorney of record. I have
20 consulted on occasion. And I've been retained as an
21 expert witness on a few other cases.

22 Q So when you started teaching full time, you
23 stopped representing clients in court; would that be
24 fair?

25 A Correct.

1 Q Now, other than this case, how many times
2 have you served as an expert witness in litigation?

3 A I would say --

4 Q Do you have a list?

5 A Yeah. Well, I only listed the two times
6 where the cases went to trial and I was qualified by
7 the court. So there are two there. One was a case,
8 the first one, I was serving as an expert witness on
9 issues related to historic preservation and land-use
10 law. And I served as the expert for the Historic
11 Charleston Foundation and the Preservation Society of
12 Charleston in a dispute over some proposed development
13 on Marion Square.

14 And the second case that went to trial, where
15 I was qualified as an expert involved the
16 interpretation of colonial deeds and land grants. And
17 that involved title to marsh lands out on Folly Beach.
18 I've also worked as -- or was hired as an expert in a
19 premise-of-liability case involving an injury at a
20 Wal-Mart in Jasper County, but I've not been deposed
21 in that case, yet.

22 Q So would I be correct in understanding that
23 this is the fourth time you've served as expert on
24 litigation?

25 A I'd say fifth.

1 Q Okay.

2 A Consulting as an expert witness on a
3 constitutional law issue involving possible preemption
4 of some recent ordinances passed by the City of Myrtle
5 Beach and evaluating their potential conflict with
6 state traffic laws.

7 Q Okay. And the two that you've got listed
8 here under Expert Qualifications, you said you were
9 qualified as an expert in both of those cases?

10 A Correct. Judge Scarborough was the presiding
11 judge in the Historic Charleston Foundation matter.
12 And Judge Young was the presiding judge in the grant
13 matter.

14 Q And do you remember the attorneys you worked
15 for first in the Historic Charleston case?

16 A Sure. I was retained by Edward Pritchard
17 and --

18 Q How about in any others?

19 A Sorry. Professor Kirk Grant, who was a
20 professor at the Charleston School of Law.

21 Q And in the other cases that you've told us
22 about, you haven't given depositions or testified in
23 those two?

24 A Correct, that's correct.

25 Q How do you charge for your time as an expert?

1 A I typically charge \$250 per hour.

2 Q And when you say "typically", is that what
3 you're charging in this case?

4 A Yes, yes.

5 Q And is that the same for document review,
6 deposition testimony, court testimony?

7 A Yes.

8 Q Before coming here today, do you know how
9 much or about how much time you had spent working on
10 this case?

11 A I would say between three and four hours.

12 Q Have you billed and been paid for that time?

13 A No. Not as of yet, no.

14 Q Now, in the cases in which you've served as
15 an expert, have you worked for plaintiffs, defendants
16 or both?

17 A Both times involved plaintiffs. One, right,
18 one the foundation was a party plaintiff, as well as
19 the preservation society. And in the second,
20 Professor Grant also was a plaintiff.

21 Q Do you remember when you got involved in this
22 case?

23 A Yes. Initially, I had my first conversation
24 with Mr. Mikell, at some point last year. And we have
25 had meetings in person since then and some telephone

1 conversations about the matter.

2 Q Do you use written retainer agreements?

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

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

7 A Yes, I did.

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

10 MR. MIKELL: I just got it yesterday.

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

13 THE WITNESS: Of course.

14 MR. MIKELL: Okay.

15 BY MR. MASSALON:

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

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

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

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

1 about the general issues in the case.

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

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

11 A Sure.

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

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

18 Q Okay. And what does that mean?

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

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

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

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

9 A Sure.

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

12 A Okay.

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

15 A Correct, and then we met in person.

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

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

25 Q Do you recall whether you made any notes of

1 that initial conversation?

2 A No, I do not.

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

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

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

9 A Correct.

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

12 A Not prior to the meeting.

13 Q Did you get them at the meeting?

14 A Correct.

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

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

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

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

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

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

6 Q Okay.

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

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

16 A Yes.

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

19 A Correct.

20 Q Okay.

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

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

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

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

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

15 A Sure.

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

19 A Yes.

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

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

23 Q Okay.

24 A And I can give you the location --

25 Q Sure, that would be great.

1 A -- and identification information. EB --
2 sorry, 405-EB.

3 Q Okay.

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

5 Q Okay.

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

9 Q Okay.

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

12 Q Sure.

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

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

21 THE WITNESS: Correct, correct. Thank you.

22 BY MR. MASSALON:

23 Q Thanks. It doesn't necessarily appear in the
24 record, but all of these documents are in a notebook.
25 Did you get them like that or did somebody --

1 A I received them like this.

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

3 A Correct.

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

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

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

12 A Okay.

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

16 A Correct.

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

20 MR. MIKELL: Sure.

21 BY MR. MASSALON:

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

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

4 A No.

5 Q Did you make notes of that initial meeting?

6 A No, I did not.

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

9 A No.

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

12 A No.

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

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

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

18 A More recently.

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

21 A Correct.

22 Q What was the purpose of that meeting?

23 A To discuss any questions that I might have.

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

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

3 Q What do you remember about that meeting?

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

9 Q Anything else you remember?

10 A No.

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

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

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

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

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

1 in-person meeting?

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

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

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

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

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

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

18 A Sure.

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

21 A Okay.

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

24 A I can tell it to you.

25 Q Great.

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

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

13 Q Okay.

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

17 Q Right.

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

21 Q Okay.

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

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

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

8 A Well, I did read the whole act.

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

11 A I did it in sections.

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

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

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

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

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

1 A I will.

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

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

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

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

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

15 A Okay.

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

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

21 Q Right.

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

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

5 A Not at all.

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

9 A No.

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

12 A No.

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

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

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

25 Q Okay. Any other opinions, besides that?

1 A No.

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

4 A I do.

5 Q Will you flip to that?

6 A Yes.

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

9 A Sure.

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

14 A Correct.

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

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

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

22 A Correct.

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

24 A Correct, yes.

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

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

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

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

17 A I do not have an opinion about that.

18 Q Okay.

19 A I was not asked to evaluate that issue.

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

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

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

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

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

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

16 Q Uh-huh. (Affirmative)

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

19 Q Okay.

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

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

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

5 A Correct.

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

11 A Correct.

12 Q It doesn't allow the --

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

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

21 A Yes.

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

25 A I did review those sections.

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

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

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

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

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

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

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

20 A Absolutely.

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

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

1 how the master deed defines property in common areas.

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

5 A Okay. Yes.

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

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

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

16 A No.

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

20 A No.

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

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

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

3 A Correct.

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

8 A No.

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

11 A No, I was not.

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

16 A Okay.

17 Q You haven't seen those?

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

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

25 (Short break)

1 BY MR. MASSALON:

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

5 A I have not.

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

9 MR. MASSALON: Let me mark these.

10 (Exhibit No. 1 marked)

11 BY MR. MASSALON:

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

16 A Okay.

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

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

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

1 just don't know?

2 A Yes, yes.

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

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

9 Q You mean the master deed?

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

14 Q And why is that?

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

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

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

1 Meeting."

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

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

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

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

15 Q Okay.

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

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

23 A Correct.

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

1 could take action without a meeting?

2 A I don't recall.

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

9 A No.

10 Q Okay.

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

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

17 A The Horizontal Property Act.

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

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

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

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

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

16 A If you could rephrase it, please?

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

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

25 Q Would that be everybody or just the majority?

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

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

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

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

14 A Not at all.

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

17 A Not at all.

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

22 A No, I do not.

23 Q Okay.

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

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

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

9 A No, I have not.

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

12 A No.

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

16 A No.

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

20 EXAMINATION

21 BY MR. DAVID:

22 Q May I call you Will?

23 A Please.

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

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

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

10 A Yes, I would.

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

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

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

23 A Correct.

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

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

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

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

16 A I cannot agree with you --

17 Q You cannot?

18 A -- on that statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 BY MR. DAVID:

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

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

15 Q Okay.

16 A -- that would be subject --

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

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

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

25 A Absolutely.

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

4 A Correct.

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

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

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

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

25 Q Is that generally true for most Horizontal

1 Property Regimes?

2 A Yes.

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

5 A Correct.

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

9 A Yes.

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

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

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

21 A That's correct.

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

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

1 administrators to warrant and forever defend.

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

4 A Yes.

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

7 A Yes.

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

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

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

18 A Correct.

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

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

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

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

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

9 A Correct.

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

13 A I have no idea.

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

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

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

24 A Correct.

25 Q And in order for any changes to have been

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

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

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

8 A In my opinion, yes.

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

11 MR. MIKELL: Just a few points.

12 EXAMINATION

13 BY MR. MIKELL:

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

17 A Yes. May 12, 2005.

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

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

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

24 A Correct.

25 Q And are you familiar with a case called

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

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

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

11 A Yes, sir. There are three signatures.

12 Q And what are their names?

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

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

19 A I do not.

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

24 A Possibly, yes.

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

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

7 A Yes.

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

10 A Nothing.

11 MR. MIKELL: All right. Thank you.

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

14 REEXAMINATION

15 BY MR. MASSALON:

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

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

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

22 A Sure.

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

1 A Well, there's a difference.

2 Q Okay.

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

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

15 A Correct.

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

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

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

23 A Yes.

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

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

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

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

9 A Oh.

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

12 A Okay.

13 Q Article 7, Section 3.

14 A Yes.

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

17 A Okay.

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

1 Master Deed."

2 A This Section 3 does say that.

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

7 A Of course.

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

9 REEXAMINATION

10 BY MR. MIKELL:

11 Q The two amendments that you have --

12 A Yes.

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

16 A No.

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

19 A Yes.

20 Q What's the title of it?

21 A Exhibit H, Phasing.

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

25 A I do not.

1 MR. MIKELL: Thank you, sir.

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

3 REEXAMINATION

4 BY MR. DAVID:

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

8 A It's with it.

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

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

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

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

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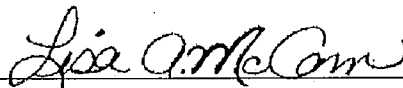
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C-E-R-T-I-F-I-C-A-T-E

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

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

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



Lisa A. McCarn

Notary Public for South Carolina

My Commission Expires:

August 17, 2015



ERRATA SHEET

I have read the entire deposition. To the best of my knowledge, it contains a true and accurate transcript of the proceedings at the time and place herein mentioned. Any corrections that I have are contained and described on this sheet.

Signed the _____ day of _____, 2009,

William J. Cook

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Greg Beall
10/2/2009

Page 1

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 08-CP-10-2279

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

Plaintiff,)

-v-)

PALMS PROPERTIES, LLC,)

Defendant.)

PALMS PROPERTIES, LLC,)

Third-Party Plaintiff,)

-vs-)

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

Third-Party Defendants.)

DEPOSITION OF:
GREG BEALL
OCTOBER 2, 2009

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1 GREG BEALL,
2 having been duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. MASSALON:

5 Q Would you state your full name for us,
6 please?

7 A James Gregory Beall.

8 Q Mr. Beall, have you ever given a deposition
9 before?

10 A Many years ago, I did.

11 Q Well, I will give you a brief refresher,
12 then, just to remind you and make myself feel better
13 about it. I represent the Third-Party Defendant in
14 this case, who your company has brought in, Rivers
15 Point Row, LLC. And I'm going to be asking you some
16 questions today about the lawsuit and your claims in
17 it.

18 What I'll ask you to do for me are these
19 things: First of all, if you don't hear or understand
20 one of my questions, let me know, and I'll repeat it
21 or rephrase it. Okay?

22 A (Nods head affirmatively)

23 Q The second thing is: Please don't do that
24 anymore, which is nod your head.

25 A You want an affirmative yes or no, okay.

1 Q Or say whatever your answer is, whether it's
2 yes, no, an explanation, it's up to you. But if you
3 nod your head or give me nonverbal responses, uh-huhs
4 and huh-uhs, this may surprise you, but lawyers argue
5 about what those things mean, if it's not clear.

6 A I'll do my best. I just got over the flu.
7 So I've got that kind of itchy --

8 Q Okay. But if you have any troubles, let me
9 know. If you forget, I may prompt you. I may say --

10 A Sure, that'll be fine.

11 Q -- is that a yes or is that a no? It's
12 really just a reminder to say --

13 A I'll try not to forget.

14 Q Okay. Next is, if you need a break for that
15 reason because you've been under the weather or any
16 other reason, let me know. I don't think I'll be too
17 long with you today. But if you need to take a break
18 for whatever reason, just let me know, and I'll stop
19 for you. Okay?

20 A Thank you.

21 Q Now, let me get just a little background info
22 about you. How old are you?

23 A I am 45.

24 Q And where do you live?

25 A 1067 Blue Marlin Drive, Charleston.

1 Q And what's your work address?

2 A It is 99 Jonathan Lucas Street.

3 Q And what's your current employment?

4 A I work for the Medical University of South
5 Carolina.

6 Q And what do you do there?

7 A I'm a Simulation Specialist.

8 Q And in terms a lawyer can understand, what
9 does a simulation specialist do?

10 A A simulation specialist teaches doctors and
11 nurses how to handle medical emergencies.

12 Q Oh, okay. So do you stage like somebody
13 coming in with a bad burn and let them react to it or
14 something like that?

15 A It could be that, yeah. It's more like we
16 have a very high-fidelity robot that simulates
17 everything human beings do. And I program these
18 robots to relate to cases the physicians bring me that
19 they have in the E.R. and the O.R. And we bring teams
20 of medical professionals in, and we use these case
21 scenarios to train them how to handle emergencies.

22 Q Okay. How long have you been doing that?

23 A Two years.

24 Q And do you have any other occupation along
25 with that, any other work you do?

1 A Nothing professionally, no. You know, I have
2 Palms Properties, LLC, which is something I do really
3 as a hobby, sort of.

4 Q Okay. How far did you go in school?

5 A College.

6 Q To do what you do, do you have any license or
7 specialty certification or anything like that?

8 A Certification in pharmaceutical software that
9 I've used in the past to analyze like chemical
10 components like retinoids and that type stuff.

11 Q Do you have any professional licenses issued
12 by South Carolina or any other state?

13 A I do not.

14 Q Have you ever?

15 A No.

16 Q You mentioned that you had given a deposition
17 before, a few years ago. Was it just one time?

18 A Just once.

19 Q And just generally, what was that case about?

20 A It was in -- probably, in the '80s, and it
21 involved an automobile accident.

22 Q One of these other guys might be interested
23 in that, but that's enough detail for me. Have you
24 ever been a plaintiff or a defendant in a lawsuit?

25 A That deposition had to do with a lawsuit that

1 I was involved in that was dismissed.

2 Q Okay. And present case excluded, any other
3 lawsuits that you --

4 A That's all.

5 Q That's it. Now, you started to tell me about
6 Palms Properties. So I'm going to ask you to fill me
7 in a little bit on that. You said that Palms
8 Properties was kind of a sideline for you or something
9 of that nature?

10 A Just something that was set up by my father
11 and I many years ago, in 1999. That's all.

12 Q All right. Your father is who?

13 A James C. Beall.

14 Q He's a dentist around here; is that right?

15 A That's correct.

16 Q And is this your first outside venture or
17 sideline work of this nature?

18 A Well, I mean, I've developed property and
19 built a building with, you know, under the Palms
20 Properties heading.

21 Q Well, and that probably wasn't a real good
22 question. Other than Palms Properties, have you done
23 any similar real-estate acquisition or development or
24 construction?

25 A No, I have not.

1 Q Whatever you've done has been under Palms?

2 A That's correct.

3 Q How was it that you and your father decided
4 to form Palms?

5 A Properties? Just for, you know, forming an
6 LLC for safety concerns and, you know, legal reasons.

7 Q Would it be clear and suitable to you if I
8 just call Palms Properties, LLC Palms for short?

9 A That's fine.

10 Q What I'm more interested in is, you know,
11 your father's a dentist, and you work at MUSC. How
12 was it that the two of you got involved or interested
13 in doing real-estate development?

14 A Because we were both interested in it. He's
15 no longer a partner of Palms Properties.

16 Q Okay.

17 A But at the time, we were, you know, just
18 interested in doing it. We thought it might be a fun
19 venture to get into.

20 Q And I assume that you weren't just in it for
21 fun. You were also in it to try to make some money?

22 A Of course.

23 Q Okay. Besides you and your father, was
24 anybody else, either then or in the interim, involved
25 in Palms Properties?

1 A My two sisters were also members, were
2 members of the LLC.

3 Q And are they currently or are they also out?

4 A They are currently, but this will be the last
5 year they're members. They're nonactive members.

6 Q Okay. And their names are what?

7 A Wendy Beall and Sara Beall.

8 Q Now, other than the Rivers Point Row
9 property, has Palms done any other projects?

10 A We did a project previous to that.

11 Q Okay. Where was that?

12 A That was on James Island on Teresa Drive.

13 Q And was that residential or commercial?

14 A Commercial.

15 Q What was that?

16 A Well, I say commercial. It's rental
17 property, you know, just a building, modular home, in
18 a neighborhood just to be used for renting, rental
19 purposes.

20 Q Okay. So it's a residential structure, but
21 not an owner-occupied residential structure?

22 A Correct.

23 Q And was that a property y'all purchased after
24 construction, or did Palms buy the property, build a
25 house and then rent it?

1 A Bought it, built it, rented it.

2 Q And from the construction standpoint, y'all
3 subcontracted all that work out?

4 A We did it ourselves. I mean, in a way, it
5 was subcontracted because it was built by a modular
6 home company, but actually putting the pieces together
7 for that process to occur was handled by me, you know,
8 as far as the timing of events, the building of the
9 foundation and the construction of the building.

10 You know, I had a certain portion of that to
11 do myself, which was the building of the foundation,
12 you know, clearing of the land, building the
13 foundation. And then, I would correspond with the
14 modular home company. And then, they would come and
15 set the house and complete it.

16 Q Did y'all make any money on that project,
17 Palms I mean?

18 A We didn't sell it. We just kept it as rental
19 property.

20 Q As a rental property, has that been a
21 profitable venture for Palms?

22 A It does have a positive cash flow.

23 Q And is there still debt on that property?

24 A There is.

25 Q Do you know how much or about how much?

1 A I would guesstimate \$217,000, \$218,000.

2 Q Do you have just a standard 30-year amortized
3 loan on that?

4 A I do.

5 Q You mentioned your sisters were going to be
6 out of the LLC after this year, and your father is
7 already out?

8 A He is.

9 Q How was it that your father exited the LLC?

10 A We just did a final K-1 Form and just took
11 him legally off the documentation as a partner. My
12 wife will probably take his place. My sisters are
13 just nonactive and not interested in being active.
14 And I just -- the burden of having to fill out four
15 different returns is just getting to the point where I
16 would like to narrow it down to just the people who
17 are interested in it.

18 Q Was your father paid any compensation, when
19 he exited the LLC?

20 A He was not.

21 Q Is there a plan for any of the other members
22 or for the LLC to buy your father out?

23 A No. He will probably receive compensation at
24 some point, but we haven't decided exactly what that's
25 going to be.

1 Q Has the decision been made not what your
2 father will get, but how that will be calculated?

3 A We have an idea of how it's going to be
4 calculated.

5 Q Okay. What's that idea?

6 A Basically, on the original purchase price of
7 the land, which he did purchase.

8 Q Okay. And what was that?

9 A \$30,000.

10 Q And how about your sisters, are they exiting
11 for any compensation, or are they going to receive
12 something?

13 A They won't receive anything.

14 Q And is that because they didn't participate
15 in the project?

16 A They didn't put any money in. They didn't
17 participate. They just weren't interested.

18 Q Has Palms made distributions to the members
19 over the past several years?

20 A The only person who's received distributions
21 would be me.

22 Q Can you quantify for me how much or about how
23 much you got in distributions from Palms last year?

24 A I don't really know, without going back to
25 look at my records.

1 Q What would you look at, the tax returns?

2 A Yeah.

3 Q Okay. Other than whatever that compensation
4 that Palms distributed to the members, in the past
5 five years, has anyone been compensated by Palms as a
6 director or an officer?

7 A No.

8 Q No?. How about any employees of Palms?

9 A No, there's none.

10 Q The Rivers Point Row Project, how did Palms
11 become involved in that project?

12 A A friend of mine saw the MLS for that
13 property and told me about it. And I was particularly
14 interested in it because it said property available,
15 suitable for eight townhouses to be built. And I
16 became interested in it through that.

17 Q And do you remember who the friend was that
18 saw this?

19 A He was a friend that I used to work with at
20 MUSC that no longer lives here.

21 Q Right. Do you remember his name?

22 A I think his name was Sergei.

23 Q Sergei?

24 A Yeah.

25 Q Any idea why Sergei brought this to your

1 attention?

2 A We'd only been discussing property. And he
3 was interested in doing something, like I had done,
4 himself. And he was looking for investment property.
5 And he saw this property, and he couldn't afford it.
6 And he said, look at this. What do you think?

7 Q Did Sergei ever have any involvement in this
8 Rivers Point Row project?

9 A No, not at all.

10 Q Once this multiple-listing service listing
11 came to your attention, what did you do after that?

12 A Well, I contacted a -- my real estate agent.

13 Q Who was that?

14 A Ben Hays, and he worked for Agent Owned. I
15 think he still does. And I got him to put some
16 earnest money down on it.

17 Q And would that be -- would I be correct in
18 understanding that without looking at the property,
19 just by looking at the listing, you asked your Realtor
20 to put some earnest money down?

21 A Well, I mean, I looked at it.

22 Q Well, if I can, it may seem a little tedious,
23 but just walk me through the process a little bit.
24 You called Ben, and he showed you the property?

25 A We met and looked at the property together.

1 Q Was anybody else there, besides you and Mr.
2 Hays?

3 A No, it was just us.

4 Q And when you went to the property, what do
5 you remember about that visit?

6 A It's been a long time ago. I can't really
7 recall, other than just thinking that, you know,
8 looking at the apartments the way they were and, you
9 know, thinking about the, you know, the logistics of
10 connecting or putting another unit on there. That's
11 really it.

12 Q Did you make any notes of your impressions or
13 anything of that visit?

14 A I did not.

15 Q How about any photographs or any records of
16 what you saw?

17 A I don't remember taking any photographs or
18 really discussing more than wanting to find out more
19 information about it, about the property and the plot.

20 Q Did you make more than one visit out there,
21 before you put a contract in on it?

22 A Maybe, two visits, and that was it. I mean,
23 you know, Ben was instructed to put the earnest money
24 down and put a bid on it.

25 Q When you said you wanted to learn more about

1 it, what specifically, if you recall, was that?

2 A Well, I just wanted to see how much property
3 there was because we were talking -- it was advertised
4 as being a place that could have eight townhouses, and
5 I wanted to see exactly how much property we had to
6 work with.

7 Q And did you ask Mr. Hays to collect some more
8 information for you, or did you undertake to look into
9 that yourself?

10 A Mr. Hays did that for me.

11 Q Do you know what he did to investigate that?

12 A I think the sellers were being represented by
13 their own real estate agent. And he contacted their
14 real estate agent, who, in turn, released information,
15 a little more information about the plot size.

16 Q Do you know with whom Mr. Hays communicated?

17 A I don't remember his name. I don't recall.

18 Q When you talked with Mr. Hays initially about
19 the property, was there any discussion about the
20 homeowners' association or the regime documents or
21 anything of that nature?

22 A No.

23 Q When you looked at it initially, were you
24 aware that the existing buildings were part of a
25 horizontal property regime or homeowners' association?

1 A No.

2 Q Okay. Before you put a -- and when I say
3 you, I mean Palms. Before Palms put a contract in on
4 the property, was there any dialogue between you and
5 Mr. Hays about the property regime or the homeowners'
6 association?

7 A No, there was not.

8 Q Other than getting some additional
9 information about the size of the property, did you do
10 any work for Palms, any due diligence for Palms, prior
11 to putting a contract on it?

12 A Explain.

13 Q Well, you mentioned that it was advertised as
14 being able to accommodate eight townhouses. Did you
15 or Mr. Hays check the zoning for it? Did you look at
16 a plat of the property? Did you look at any regime
17 documents or homeowners' association documents,
18 anything of that nature?

19 A Before we put a bid in?

20 Q Correct, before the bid was put in.

21 A No, we did not.

22 Q Okay. How about during the what I call
23 contract phase? And by that, I mean between the time
24 the contract was offered and closing, did you do any
25 of the kind of due diligence that I just described,

1 looking at the plat, looking at regime documents,
2 checking the zoning, anything like that?

3 A We looked at the plot and figured out that we
4 could put eight buildings on it, based on what we
5 thought was the right size. And I already had a
6 pretty good idea, because I dealt with modular homes,
7 what could fit.

8 And we looked at the plot, took a plan that I
9 had, an existing plan, and sort of sized it up based
10 on that plan, which is just sort of a standard
11 two-story, two-bedroom, two-bath townhouse. Now, as
12 far as seeing HOA documents, we didn't have really any
13 documents to look at.

14 Q The plat that you and Mr. Hays looked at
15 during the contract phase, do you remember
16 specifically what plat that was?

17 A I don't, no.

18 Q Do you know if Mr. Hays would remember that?

19 A Well, I'm sure he would, but only probably by
20 looking at a document to see what it was. I mean, I
21 don't understand your question exactly.

22 Q Sure. You said you looked at a plat. And my
23 question was whether you remember which plat you
24 looked at specifically, because there are more than
25 one plat. There's more than one plat of this

1 property.

2 A That's correct. We looked at the very first
3 one they offered us. We probably have a copy of that
4 plat. I can't tell you exactly which one it was
5 because of the reason you just stated, but it was a
6 very early one that was provided for us either from
7 Rivers Point or the seller.

8 Q Prior to closing on the property, did you or
9 anyone on behalf of Palms have any direct contact with
10 anyone who represented the seller, other than the real
11 estate agent?

12 A I did not personally, no.

13 Q You didn't talk to Mr. Hagerty, prior to
14 closing?

15 A Not personally.

16 Q How about John or Linda Derbyshire?

17 A No.

18 Q And when you say "not personally", does that
19 suggest that someone else did talk to Mr. Hagerty?

20 A Everything went through the real estate
21 agents, and that's how the information was exchanged.

22 Q So one of the Realtors may have talked with
23 Mr. Hagerty or Mr. and Ms. Derbyshire, but you didn't?

24 A That's correct.

25 Q Now, you said that you used an existing plan.

1 What is that?

2 A Well, you know, most of the construction that
3 I was interested in doing was modular. And modular
4 homes, most every company has a book of plans that
5 they have for specific applications. And the one I
6 chose was just one for a standard townhouse like I
7 just described. I chose it because it didn't take up
8 a lot of space. And it was a logical design, based on
9 what was already there.

10 Q Why were you interested in modular
11 construction?

12 A Because it was a better means of construction
13 and less expensive, more efficient than stick-built
14 construction.

15 Q And was that based on your experience with
16 the Teresa Drive property or something else?

17 A Based on that and more experience with that.
18 Just experience that I had through builders that I
19 knew that built this type product, and I actually
20 toured the factory. So I knew a lot about, you know,
21 modular homes by the time I built one.

22 Q And you toured the modular-home factory
23 before or after you became interested in the Rivers
24 Point Row?

25 A Before.

1 Q Before, okay. And other than looking at the
2 plat and using this town-home modular plan to estimate
3 how many units could be located on the property, do
4 you recall doing any other due diligence of the type
5 I've described before, prior to closing, checking
6 zoning, looking at documents in the chain of title,
7 seeing any homeowners' association documents or
8 anything like that?

9 A Well, I was pretty much going on what they
10 advertised. They were advertising eight townhouses to
11 be built on this property. You know, they advertised
12 it. I didn't see reason to try to second guess that
13 advertisement. There were already existing apartments
14 on that property.

15 So I guess my answer to that question was: I
16 was not as concerned with the zoning as I was
17 concerned with whether eight townhouses could be built
18 on that. I wanted to make sure that their claims were
19 able to be met.

20 Q And just so that I understand: When you say
21 you wanted to check and make sure eight town homes
22 could be built on the property, would it be accurate
23 for me to understand that what you really mean is you
24 wanted to make sure eight town homes of the kind you
25 wanted to built would fit there physically?

1 A Correct, yes.

2 Q But as far as determining whether they could
3 be built, you weren't trying to determine setbacks,
4 zoning, you know, whether the property could get
5 permitted, any of that type thing?

6 A Well, at the time, I was not. I did get a --
7 you know, I can't recall all of these details because
8 they were a long time ago. And again, I must state
9 that, when we were entering into this, I didn't think,
10 at the time, to be jotting down notes every single
11 step of the way.

12 Q Sure.

13 A But I briefly got a surveyor to take a look
14 at it during this process, and I can't tell you what
15 day, to give me an idea of the setbacks and that type
16 thing. But you know, we just discussed it in sort of
17 a verbal-type way, guesstimating, based on what he
18 knew already. And a lot of --

19 During this process, a lot of things went
20 back and forth between myself and Mr. Hagerty, not
21 directly, but through the real estate agents of, you
22 know, questions that I had about various things like,
23 you know, plumbing, setbacks and that type thing.

24 Q Okay. The surveyor that you, I'll call it,
25 consulted or conferred with, who was that?

1 A Clarence Matthews.

2 Q How did you pick Mr. Matthews to talk with?

3 A I had worked with him before.

4 Q And what information did you get from Mr.
5 Matthews before closing?

6 A Mr. Matthews and I decided that, based on
7 what we saw, that we could indeed put the plan that I
8 had onto that piece of property.

9 Q You said that there was some back and forth
10 with Mr. Hagerty through the real estate agents?

11 A Yeah.

12 Q Tell me what you remember about what
13 information was either requested or offered during
14 that back and forth.

15 A Most of it had to do with making sure that we
16 had enough room. And a lot of that had to do with
17 extending some of the lines of the properties or
18 changing them a little bit, giving us more space. But
19 I can't tell you all the exact details because I don't
20 remember all the exact details.

21 But you know, suffice to say that it was all
22 really contingent upon what I described and that that
23 would be certainly what I was looking to do on that
24 property and trying to make sure that the property was
25 big enough. And Mr. Matthew, at the time, was pretty

1 busy with a project of his own.

2 So we didn't have a whole lot of time to
3 dedicate to this. But he generally, you know, looked
4 it over and said, you know, you may have to do this.
5 You may have to do that. And we requested that Mr.
6 Hagerty would make any kind of changes we need to
7 accommodate those buildings.

8 Q And explain to me just a little bit more what
9 you mean by requested that Mr. Hagerty make changes.
10 Like, give me a for instance.

11 A Well, again, let's go back to the original
12 plot that we saw. You know, it was -- the image that
13 I got wasn't really clear. So we asked for something
14 a little more clear. And you know, Clarence looked it
15 over and decided that maybe it needed a little more
16 space. This line needed to be a little -- extended a
17 little bit maybe on the backside of the property. So
18 we would request that that line be extended maybe
19 another 2 feet.

20 Q On the plat?

21 A Right.

22 Q Right. Okay. All right.

23 A So things like that. You know, it generally
24 just had to do with items like that, really.

25 Q You mentioned something about water, I think,

1 in the back and forth with Mr. Hagerty. What was that
2 about?

3 A Well, it really wasn't back and forth. Well,
4 in a way, it was. We had questions about water, how
5 we were going to tap into their water supply or
6 whether we were going to have to go to the street to
7 get our water supply. And you know, we just didn't
8 understand all the complexities that it was going to
9 be, you know, part of their system and how it was
10 going to tap in. So we asked questions about water
11 and sewage.

12 Q And what information did you get back there?

13 A I think that we were going to be tapping into
14 their water system and then tapping into their sewer
15 system.

16 Q Were these communications that you and I are
17 talking about now, were they written or e-mail or
18 verbal? How was that going?

19 A Some were verbal. Some were written. A lot
20 of them were included in addendums to the contract to
21 sale, I think, probably in the documents.

22 Q Other than Mr. Matthews, did you either hire
23 or confer or consult with any other professionals
24 during the contract phase? And you can, for purposes
25 of this question, leave your Realtor out. You've told

1 me that you had a Realtor involved, but other than
2 your Realtor and Mr. Matthews, during the stage before
3 you closed, did you talk to any other professionals?

4 A You know, modular-home professionals. The
5 only one I recall is Joel Goletz, who was building
6 modular homes at the time. And you know, just took
7 him out to the site and showed him and talked to him a
8 little bit about what we were going to do to get his
9 input.

10 Q Mr. Goletz, is that spelled like it sounds?

11 A G-O-L-E-T-Z.

12 Q Does he work for a modular-home company? Is
13 he self-employed?

14 A He's self-employed.

15 Q Do you know what his company's name is?

16 A I think it's -- oh, gosh, you know, I don't
17 recall it. It could be -- you know, I don't really
18 recall. I wouldn't want to give you the wrong
19 information.

20 Q He's local here in Charleston?

21 A He is local, yes.

22 Q Okay. And he does nothing but modular homes?

23 A Well, he does everything, as far as home
24 building goes.

25 Q If you wanted to get in touch with him, would

1 you know how to do it?

2 A I could.

3 Q Do you have a phone number for him?

4 A He's probably in the book, yeah.

5 Q Oh, okay. Was there any communication or
6 dialogue at all, prior to closing, about the Rivers
7 Point Row Homeowners' Association, the documents that
8 document it, any of that at all?

9 A None.

10 Q Now, who closed this transaction?

11 A The attorney that closed it was Joe Hand.

12 Q Did you have any communications with Mr.
13 Hand, before you closed the transaction?

14 A No, I did not.

15 Q Okay. Do you know if your Realtor had any
16 communications with Mr. Hand, prior to closing?

17 A I don't know whether he did or not.

18 Q If he did, there were none passed on to you?

19 A I can't recall any that were passed on to me.
20 That's not to say they didn't happen, but I don't
21 remember any.

22 Q Fair enough. Now, did you actually attend
23 closing on behalf of Palms?

24 A I did.

25 Q And at the closing, was there any discussion

1 of the Rivers Point Row HOA, Homeowners' Association,
2 or the governing documents or anything like that?

3 A No.

4 Q At what point in this process did you become
5 aware that the property was or may be subject to the
6 master deed and the amendments for Rivers Point Row?

7 A At some point, after the closing, it was told
8 that whatever changes I needed to make and whatever
9 approvals I needed to have done needed to be done
10 immediately by Mr. Hagerty because he was going to
11 eventually turn over the power to the homeowners'
12 association, which I mean -- which I understand to be
13 the power being the power to make decisions and sort
14 of governance of the organization.

15 Q Do you recall, either specifically or
16 generally, when that happened after closing? Was it
17 the day after, a month after?

18 A A month after, maybe. I can't be exact.

19 Q And what was the presenting event there? How
20 did that come up?

21 A I think it was just a statement because I
22 hadn't -- I was trying to decide on exactly what plan
23 I wanted to use. And I wanted to make sure that Mr.
24 Hagerty signed off on that plan. And there was a
25 discussion that I was choosing something.

1 And I think the message came from Mr. Hagerty
2 that if I was going to choose something and I needed
3 to make any other changes, as far as enlarging the
4 property and permission to use any common space, that
5 I would need to go ahead and get that before he turned
6 it over to the homeowners' association.

7 Q Back me up just one step before that: How
8 was it that you got into contact with Mr. Hagerty at
9 all?

10 A Again, it was through my real estate agent.
11 I would tell my real estate agent, I need to have this
12 checked out. I need to build a sidewalk here. I need
13 to make sure that I have, you know, the clearance to
14 do that through Mr. Hagerty. He would contact Mr.
15 Hagerty's real estate agent, and you know how the rest
16 of it goes.

17 Q So your Realtor stayed involved in the
18 project after the closing?

19 A He did.

20 Q And in my experience, that's a little bit
21 atypical. Is that because your Realtor was getting
22 compensated for some additional work or was that
23 just --

24 A No, he was just a good guy.

25 Q Okay. And once you received the information

1 from Mr. Hagerty through your Realtor that, if you
2 wanted to make any other changes to the property, you
3 needed to do it before Mr. Hagerty resigned his
4 position with the POA, did that affect anything you
5 were doing or how you were doing it?

6 A What do you mean by that?

7 Q Well, was that news to you, when you learned
8 that Mr. Hagerty was planning to leave the POA, or was
9 that the first time you'd ever heard about the POA and
10 its involvement?

11 A No, I had heard about the homeowners'
12 association, but, you know, the talk of him
13 surrendering power to the homeowners' association
14 didn't really come up until after I had bought the
15 property.

16 Q And in what context had you heard of the POA
17 before closing?

18 A Just that there was going to be a homeowners'
19 association --

20 Q I see.

21 A -- eventually. I mean, that was it.

22 Q After closing, when you learned that, as you
23 put it, Mr. Hagerty was going to give up power, was
24 that news to you, that he was going to be stepping out
25 of the picture?

1 A I mean, you know, I suspected that that would
2 occur. I think most apartment complexes have
3 homeowners' associations.

4 Q All right. And so getting back to the
5 question I asked earlier about whether that affected
6 what you did or how you did it, perhaps a
7 clarification would be: Once you heard this
8 information, did you do what you planned to do faster?
9 Did you change the plans that you made? Did you --

10 A Everything that I had done had pretty much
11 already been done really before we closed on it. All
12 the information I needed and the requests I made were
13 done before then. I think, and I'm not exactly sure,
14 but there's a dated, signed copy of the plans that I
15 wanted to build that I think I might have had Mr.
16 Hagerty sign after the closing to approve the plan,
17 but pretty much everything had been done before then.

18 Q And so you'd gotten, at some point after
19 closing, your plans approved by Mr. Hagerty.

20 A (Nods head affirmatively)

21 Q And what happened after that?

22 A Well, I had gotten Mr. Matthews to take a
23 look at the plot again afterwards, and he found some
24 mistakes in the survey that was performed by Mr.
25 Seabrook. And as I remember, the lines were drawn

1 correctly, but the numbers did not match up to the
2 lines.

3 And Mr. Matthews said it would be very
4 important to do this, to make sure that everything was
5 correct. So Mr. Matthews, at the time, was very busy
6 with another project he was working on. So I had to
7 wait until he finished with that project. And then we
8 had to go back and try to get the lines and everything
9 corrected with the property, you know.

10 Basically, that entailed getting Mr. Seabrook
11 to surrender that CAD drawing to us, which took us
12 about six months to do. And Mr. Matthews made the
13 corrections, based on his CAD drawing. And I think we
14 just resubmitted the plot.

15 Q To who?

16 A The City.

17 MR. MIKELL: I'm sorry, I didn't get that
18 answer?

19 THE WITNESS: The City. I think he just
20 resubmitted it to the City just because -- just to
21 correct those numbers that Mr. Seabrook had wrong.

22 BY MR. MASSALON:

23 Q And then, after that, what happened? The
24 plat was resubmitted to the City. And then, what's
25 next?

1 A Well, I wanted to meet with -- the
2 homeowners' association had actually taken power by
3 then. And I wanted to meet with them and tell them
4 about the project and what was going to happen. And I
5 took Mr. Matthews, since he was the technical expert,
6 with me to explain to them what we had done and what
7 we were going to do.

8 We had a copy of the plot. We had a copy of
9 the building's position on the plot that he had drawn.
10 And we just wanted to present it to the homeowners'
11 association and just ensure them that we could work
12 with them, and everything was going to be all right.

13 Q Now, was your Realtor still involved, at this
14 point?

15 A No, he was out of it by then.

16 Q And so how was it that you learned that the
17 HOA had taken power?

18 A I think there was a date that we were given
19 that they were going to take power, as I remember.
20 And I think, after that date, I just, you know,
21 expected that they would be taking power. And I think
22 I was contacted or I contacted a Collin Bruner,
23 Century Management, I think, Century Property
24 Management, to get information about the homeowners'
25 association when they met.

1 Q Was that your first contact with Mr. Bruner?

2 A It was, yes.

3 Q Do you remember when or about when that was?

4 A I don't recall. I don't recall. It was
5 pretty close to the time I met with the homeowners'
6 association.

7 Q Do you remember when that was?

8 A I don't.

9 Q Do you remember about when it was?

10 A I mean, it was -- the weather was still warm.
11 I'm guessing Mr. Mikell was privy to that meeting. He
12 was there. He was present.

13 Q All right. And so other than it being warm,
14 you can't --

15 A I can't remember exactly the date, no.

16 Q Would you have any record of that that would
17 show when it was?

18 A Possibly. I know Mr. Matthews has a record
19 of it.

20 Q Okay. So you've told me, I guess, that in
21 addition to Mr. Mikell, you were there. Mr. Matthews
22 was there?

23 A That's correct.

24 Q Who else was at this meeting?

25 A I'm assuming the homeowners' association.

1 The only person I recognized was Fred Holland.

2 Q Who's Fred Holland?

3 A He's a real estate, I mean, executive, I
4 guess. He rents a lot of property. He owns a lot of
5 property on Folly Beach.

6 Q And was he one of the homeowners' association
7 representatives?

8 A I think it was.

9 Q Okay. And it wasn't a general meeting of the
10 association, just you and Mr. Matthews meeting with
11 the board?

12 A I believe it was a scheduled meeting that we
13 just happened to attach ourselves to.

14 Q Tell me what happened at that meeting.

15 A Nothing really very much. We walked in, and
16 we introduced ourselves, you know, talked to Mr.
17 Mikell a little bit and basically laid out our plan
18 and showed them what we were going to do. And you
19 know, it was pleasant. No one said anything, and that
20 was it.

21 Q Did the board take any action, at that time,
22 that you knew of?

23 A No.

24 Q Were you asking them to take any action?

25 A I didn't, as far as I was concerned, did not

1 need their permission to do anything because Mr.
2 Hagerty had already signed off on everything. He had
3 the power to give me the permission, as far as I was
4 concerned.

5 And I was just being what I thought was a
6 good neighbor, a nice guy coming in and saying, you
7 know, I'll try to make this as easy as possible, and
8 just showing them the plan, getting them interested
9 and, you know, was going to probably listen to any
10 comments they had, which they had none.

11 Q And at some point after that, you received a
12 contact from the HOA?

13 A Actually, after the meeting, I got a call
14 from Mr. Mikell. And we met to discuss what was
15 happening.

16 Q Do you remember about when that meeting was?

17 A I don't recall, but we met at a restaurant
18 and just sat down. And he basically told me that
19 legally he didn't think that I owned that property.

20 Q What restaurant was that?

21 A Athens Restaurant.

22 Q Do you remember anything about that meeting,
23 other than what you've told me; that Mr. Mikell told
24 you he didn't think you owned the property or Palms
25 owned it?

1 A No, that was about it, just, you know, the
2 shock of it.

3 Q Was anybody else there, other than you and
4 Mr. Mikell?

5 A Just us.

6 Q Okay. What did you do, after that?

7 A I don't recall doing anything that particular
8 day, but I remember, within a couple of days,
9 contacting Mr. David, his office.

10 Q Okay. Now, this part's going to be a little
11 tricky, but don't tell me, please, anything that Mr.
12 David or anyone in his office told you or that y'all
13 conferred about. Okay? That's privileged
14 information. And so I'm not entitled to know that,
15 and I'm actually -- I'm not trying to pull that out of
16 you. Okay?

17 But after you met with Mr. David, did you
18 consult with anybody else, other than him or somebody
19 he put you in touch with about the ownership issue?
20 Again, don't tell me anything he told you. Just tell
21 me if you consulted with anybody that wasn't a lawyer
22 about the ownership issue?

23 A No.

24 Q Okay. Other than something that your lawyer
25 may or may not have told you up to this time, have you