

River Oaks

to

Welcome

# WELCOME TO RIVER OAKS

On behalf of the 524 homeowners of River Oaks, we welcome you to our community.

River Oaks, previously a plantation, was purchased by the Boy Scouts of America. The Boy Scouts of America eventually sold the land to a group of developers and this was the beginning of the River Oaks Community.

River Oaks consists of Appian Landing I, II and III, Woodington I, II and III, River Chase, Ansley Point and Palmetto Plantation subdivisions.

The River Oaks Homeowners Association was formed two years ago by a group of homeowners who were concerned about the appearance of the neighborhood and property values. The first official board meeting was held in April of 1997.

The By-Laws guide the Association and the Restrictions and Covenants govern our community. If you did not receive a copy of the Restrictions and Covenants at your closing, please contact a representative of the Homeowners Association and a copy will be provided.

The purpose of the River Oaks Homeowners Association is as follows:

1. Provide a venue for preservation and enhancement of the value of your property.
2. Promote and protect the civic welfare of the River Oaks community.
3. Provide for the enhancement and maintenance of entryways to the River Oaks community and the entryways to individual subdivisions.
4. Improvement of street lighting and other safety enhancing measures.
5. Monitor and enforce the Restrictions and Covenants of individual subdivisions.

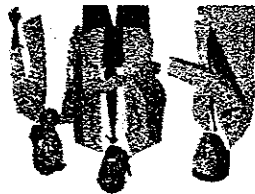
Your association dues are more than reasonable at only thirty-six dollars annually.

If you should have questions after carefully reviewing the Restrictions and Covenants, please contact a member of the Board of Directors, and we will gladly answer any questions you may have.

You will find that River Oaks is a peaceful and enjoyable residential community. Please take the time to meet your new neighbors. We are certain you will find they are genuinely friendly people.

Thank you for choosing River Oaks.

River Oaks Homeowners Association



**Emergency Telephone Number**

- Ashley River Fire Department (911)
- Ashley River Fire Department (non-emergency) (552-2425)
- Emergency Medical Services (911)
- Dorchester County Sheriff (911)
- Dorchester County Sheriff (non-emergency) (873-5111)
- Poison Control Center (1-800-922-1117)
- S.C. Electric and Gas (after hours) (745-6000)
- Emergency Veterinary Clinic (after hours) (744-3372)
- Dorchester County Animal Control (832-0015)

# Utilities & Information

## Telephone

Bell South - Connections may be transacted by phone (780-2355) Monday-Friday hours 9 to 5 This office provides information on charges Billing inquiries (780-2355) Local information (411) Repair Service (611)



## Electricity and Gas

South Carolina Electric and Gas Co. - Nations Bank Building, I-26 and Aviation, North Charleston. Office hours - 8 to 5:30 Monday through Friday. Billing and Repair Service inquiries (554-7234)



## Water

Commissioners of Public Works - 6296 Rivers Ave, Post and Courier Building Office hours 7:30 - 6 Monday through Friday. Billing and Repair Service (727-6800) \$25.00 - \$55.00 Non-refundable service charge required.



## Sewer

Same as Commissioners of Public Works - Flat fee for sewage

## Trash Removal

Suburban Disposal Service - 150 Suburban Lane, Summerville (873-4810) Tuesday - garbage pickup, Wednesday - Lawn debris must be in clear bags, Recyclables - paper and co-mingle every other Friday.



Fennell Container Co - 141 Fennell Rd. North Charleston (552-4751) Tuesday - garbage pickup, Wednesday - Lawn debris must be in clear bags, Recyclables - paper and co-mingle every other Friday.

Waste Industries - 237 Farmington Rd. Summerville (875-4900) Tuesday - garbage pickup, Recyclables - paper and co-mingle every other Wednesday, Lawn debris - the 1st and 3rd Monday must call to put name on list

Palmetto Disposal Service, Inc (744-6320) Tuesday or Friday - garbage pick-up, Lawn debris on the 2nd and 4th Wednesday must be clear in bags, Recyclables - paper and co-mingle every other Friday



## Schools

River Oaks is in District # 2 of Dorchester County School System  
Our children will attend the following schools:

K,1,2,3,4,5 - Oakbrook Elementary (821-1165) All kindergarten classes are all day. There  
are also child development classes for children 4 years of age  
6,7,8 Oakbrook Middle (873-9750)  
9,10,11,12 Fort Dorchester High (760-4450)

Students should register at the appropriate schools, Immunization records are required.  
Bus service to all public schools is provided within our subdivisions. For additional information on  
the public school system call appropriate schools or the District Superintendent (873-2901)

## Animal Control



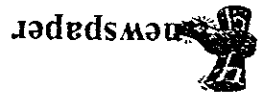
Dorchester County has a leash law which provides that a dog not run at large off it's owners  
property. Violation can bring a fine up to \$200.00 or imprisonment of up to 30 days.  
This problem arises so frequently in the county that the following guidance is offered in hopes that  
it leads to a solution:

- : First- discuss the problem with dog owner.
- : Second- call the County Animal Control Officer (875-0051).
- : Third- Visit the County Magistrate's Office (873-0370), making out an arrest warrant  
against the owner and being prepared to appear later in court

## Rabies



The State of South Carolina requires that all dogs and cats be vaccinated against rabies by the time  
they are 6 months old and on a yearly basis thereafter. If your pet is currently immunized against  
rabies with an out-of-state 2 year vaccine, it will need to be re-vaccinated within a year of its last  
shot



newspaper

Post and Courier Newspaper - (554-5400)

Summerville Journal Scene - Summerville (873-9424)

Cable



Time Warner Cable 410 Trolley Rd. Summerville (871-7000)

### Political Information

For voting purposes, we are in the following Districts:

U.S. House of Representatives - 1st District

S.C. Senate - District 41

S.C. House of representative - District 98

Dorchester County Council - District 7

We are in Ashley River Precinct and current polling place is Oakbrook Middle School

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B. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line, side lot line or rear lot line than that permitted by existing zoning requirements.

A. LAND USE BUILDING TYPE. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than two (2) cars and other outbuildings incidental to residential use of the lot. These lots shall be used exclusively for single-family residential dwellings and shall not be used for commercial or business purposes.

NOW THEREFORE, Declarant hereby declares the all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ALL THAT CERTAIN piece, parcel or tract of land lying, being and situate in the County of Dorchester, State of South Carolina being shown and described on a plat entitled "Woodington - Phase III" prepared by Engineering, Surveying & Planning, Inc., dated said plat being recorded in the Office of the Clerk of Court for Dorchester County, South Carolina, in Plat Book at Page on said plat being specifically incorporated herein by reference thereto.

WHEREAS, Declarant is the owner of certain property in the County of Dorchester, State of South Carolina, which is more particularly described as:

W I T N E S S E T H :

THIS DECLARATION, made on the date hereinafter set forth by FIRSTMARK DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant."

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )  
DECLARATION OF COVENANTS )  
CONDITIONS AND RESTRICTIONS )

EXHIBIT "D"

*Handwritten text: Woodington III*

F. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the

E. TEMPORARY STRUCTURES AND OFF-STREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

D. LOT AREA. No residential structure shall be erected or placed on any building plot, which has an area of less than seven thousand five hundred (7,500) square feet. No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as referred to herein.

4. Developer's approval of an Owner's fence does not imply that the fence and its location meet county or other governmental specifications. It shall be the Owner's responsibility to obtain all governmental approvals and permits and Developer shall not be liable for the Owner's failure to comply with any applicable governmental regulations.

3. No metal fences are allowed other than vinyl covered wire fencing attached to a split-rail fence.

2. No fences on any lot shall be constructed in a location which impairs the sight lines of vehicular traffic on streets within or adjacent to the subdivision.

1. Fences shall not be placed within drainage or utility easements without the permission of all applicable governmental authorities and utility companies. If fences are placed in an easement, Owner shall be required to remove the fence from time to time if necessary to maintain the drainage canals, ditches or utilities placed in the easement. Fences shall be designed such that they do not interfere with the natural or intended flow of surface water.

C. FENCES. No fence shall be greater than six feet in height. Fences are only allowed in the back yard and shall not extend any further forward on the lot than the rear corners of the dwelling, however, they may extend to the back yard (side and rear) property lines subject to the following:

K. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions or minimum lot residence square foot requirements as set forth herein, Declarant reserves the right, by and with the mutual written consent of the Owner or Owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the County of Dorchester.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period.

I. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of those covenants.

H. METAL GARAGES, CARPORTS, BUILDINGS AND ACCESSORY STRUCTURES. No metal carport or metal garage shall be erected on any lot or attached to any residence building located on the lot. No metal building or metal accessory structure of any kind shall be placed on any lot except that one (1) metal utility building or noncommercial greenhouse may be located in the rear one quarter (1/4) of any lot directly behind the residence.

G. DWELLING SIZE. No residential structure shall be erected or placed on any building plat which has an area of less than fourteen hundred (1,400) square feet.

F. DWELLING PURPOSES. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

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Violation or to recover damages.  
or in equity against any person or persons violating or attempting to violate any covenant and to either restrain

**P. ENFORCEMENT.** Enforcement shall be by proceedings at law  
around the signs. The Owners of said lot(s) shall maintain the area  
designated on the recorded plat as "sign or entrance easement" on  
said lot. The Owners of said lot(s) shall maintain the area  
around the signs not maintained or landscaped pursuant to this  
easement. Declarant shall have the right to assign this easement  
to a neighborhood homeowners association or garden club. The  
reservation of this easement imposes no obligation on Declarant,  
its successors and assigns, to continue to maintain the  
landscaping and entrance signs.

**O. SUBDIVISION ENTRANCES.** Declarant, for itself, its  
successors and assigns, reserves an easement over Lot 45, for the  
constructing, maintaining and reconstructing subdivision entrance  
signs and fences and for the purpose of landscaping the area  
around the signs. The easement is reserved over the property on  
designated on the recorded plat as "sign or entrance easement" on  
said lot. The Owners of said lot(s) shall maintain the area  
around the signs not maintained or landscaped pursuant to this  
easement. Declarant shall have the right to assign this easement  
to a neighborhood homeowners association or garden club. The  
reservation of this easement imposes no obligation on Declarant,  
its successors and assigns, to continue to maintain the  
landscaping and entrance signs.

**M. SITE-LINE OBSTRUCTIONS.** No fence, wall, hedge, or shrub  
planting which obstructs sight lines at elevations between two  
(2) and six (6) feet above the roadways shall be placed or  
permitted to remain on any corner lot within the triangular area  
formed by the street property lines and a line connecting them at  
points twenty-five (25) feet from the intersection of the street  
lines, or in the case of a rounded property corner, from the  
intersection of the street property lines extended. The same  
right-line limitations shall apply on any lot within ten (10)  
feet from the intersection of a street property line with the  
edge of a driveway or alley pavement. No tree shall be permitted  
to remain within such distances of such intersections unless the  
foliage line is maintained at sufficient height to prevent  
obstruction of such sight lines.

**L. SATELLITE DISHES OR DISCS.** No radio or television  
transmission or reception towers, antennas, or discs shall be  
erected on a lot other than customary antennas which shall not  
extend to a point higher than ten (10) feet above top roof line  
ridge of the house. In no event shall free standing transmission  
or receiving towers or discs or dishes be permitted.

**N. MAINTENANCE OF LOT.** Each owner shall keep his lot in an  
orderly condition and shall keep the improvements thereon in a  
suitable state of repair, promptly repairing any damage thereto  
by fire or other casualty. No clothesline may be erected or  
maintained on any lot other than clothesline located directly  
behind the residence. No lot shall be used in whole or in part  
for storage of rubbish of any character whatsoever and no trash,  
rubbish, stored materials, wrecked or inoperable vehicles or  
similar unsightly items shall be allowed to remain on any lot  
outside an enclosed structure; provided however, that the  
foregoing shall not be construed to prohibit temporary deposits  
of trash, rubbish, and other debris for collections by  
governmental or other similar garbage and trash removal units.

B fl

Its: \_\_\_\_\_

BY: \_\_\_\_\_

FIRSTMARK DEVELOPMENT CORPORATION

WITNESSES:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 1989.

5. BUFFER ZONE. Declarant, for itself, its successors and assigns does hereby establish a fifteen (15) foot wide buffer zone running along the rear portion of Lots 49, 50, 51, 60, 61, 62, 71, 72, 73, 80 and 81, and sideyard adjacent to Appian Way on Lots 45, 85, 55, 56, 66, 67, 75, 76, 77, 78, 84, 91, 92 and 93 as shown on the aforementioned recorded plat. No construction or other improvements, including, but not limited to, driveways, curb cuts, garages, sheds or other similar structures shall be located or placed within the established buffer zone with the specific exception of the subdivision entrance signs and entrance easements reserved in paragraph 0 herein. It is the intention of the Declarant in establishing the buffer zone set forth herein to provide for and protect the aesthetic quality of the subdivision. The owners of the lots specified herein shall maintain the area within the buffer zone and preserve, to the extent practicable, the natural state of the area. The reservation and establishment of this buffer zone imposes no obligation on Declarant, its successors and assigns to maintain the buffer zone.

8. TERMS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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