

STATE OF SOUTH CAROLINA)
) SECOND AMENDMENT TO MASTER DEED
COUNTY OF CHARLESTON)

WHEREAS, RIVERS POINT ROW, LLC has heretofore executed and recorded that certain Master Deed for Rivers Point Row Horizontal Property Regime dated May 4, 2004 and recorded at Book G 493, Page 001 (the "Master Deed") wherein it submitted that certain property known as Rivers Point Row to the Rivers Point Row Horizontal Property Regime under the terms of the Master Deed, which Master Deed was amended by that certain First Amendment to Master Deed dated May 24, 2004 and recorded at Book R 495, Page 385 (the "First Amendment") ; a nd

WHEREAS, the undersigned Rivers Point Row, LLC wishes to clarify certain provisions of this Master Deed and therefore wishes to amend said Master Deed, as amended, as set forth herein in this Second Amendment.

KNOW ALL MEN BY THESE PRESENTS that RIVERS POINT ROW, LLC does hereby amend that certain Master Deed of Rivers Point Row Horizontal Property Regime dated May 4, 2004 and recorded Book G 493, Page 001, Charleston County RMC Office (the "Master Deed"), as amended, as follows:

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

Section 7. Capital Contributions

- a. At the time that title is conveyed to a Buyer by the Declarant, the Buyer shall contribute to a working capital reserve established by the Association a sum equal to three (3) times that Unit's month ly Assessment. Such funds shall be used solely for initial operating and capital expenses of the Regime.

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

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

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

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

3. Except as specifically amended herein, said Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Master Deed this 12th day of May, 2005.

WITNESSES:

RIVERS POINT ROW, LLC, a
South Carolina limited liability company

Blayne Hill

By: *Don B. Wargent*

[Signature]

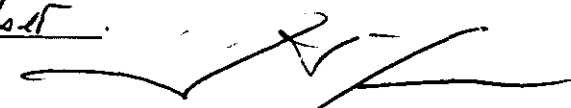
Its: *manager*

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 12 day of May, 2005 by RIVERS POINT ROW, LLC, a South Carolina limited liability company by

John B. Hagerly its Member.



Notary Public for South Carolina
Commission Expires: 01/04/10

RECORDER'S PAGE

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Hand Law Offices, LLC
105 Wappoo Creek Drive Suite 3B
Charleston, SC 29412

*Transfer
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Recording Fee 10.00
State Fee —
County Fee —
Postage —
Total 10.00
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2005 JUN 22 PM 3:39

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JUL 15 2005
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR
REP ADG
DATE 7/15/05