

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

BK 4074 8/18/06

RESTRICTIVE COVENANTS

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LINDA T. MESSERVY
DORCHESTER COUNTY, SC

THE DECLARANT HEREIN SENDETH GREETINGS AND KNOW ALL MEN BY THESE PRESENTS, that **DIROCCO ENTERPRISES, LLC**, a South Carolina Limited Liability Company (hereinafter referred to as the "Declarant" or "Developer"), the owner of the property described herein or made subject hereto from time to time, hereby covenants and agrees on behalf of itself, its Successors and Assigns, with persons who shall hereafter purchase portions or lots from the real property described as 545 acres, more or less, bearing TMS# 178-00-00-002, and known as Boyle Plantation; the development being shown on a plat by GPA Professional Land Surveyors, dated April 5, 2004, entitled "Boyle Plantation, Phase I, Near the Town of Summerville," which said plat is to be recorded in the RMC Office for Dorchester County in Plat Cabinet K at Page 97 (hereinafter referred to as "the Plat"), and including that portion of the Plat entitled Phase II, Future Development, said property which is described above and subject to the restrictions herein shall hereinafter be known as the "Property", and

WHEREAS, the Declarant/Developer, DiRocco Enterprises, LLC, is the owner of the Property, situated in the County of Dorchester, State of South Carolina, and the Declarant/Developer has agreed to establish a general plan of development with respect to a subdivision of said development. And in order to implement said subdivision of the Property into Lots, it is,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, In consideration of the premises, the Declarant, for itself and its Successors and Assigns, agrees with all persons, firms, or corporations acquiring any of the Property as shown on the Plat above referred to, that the same be, and is hereby subject to the following restrictions, covenants and conditions (hereinafter referred to collectively as "restrictions") relating to the use and occupancy thereof, which said

restrictions are to be construed as covenants running with the land shown on the Plat referred to above, and shall inure such to the benefit of and be binding upon the Heirs, Successors and Assigns of the acquiring parties or person.

1. **Definition of Lot:** Whenever used herein, the term "Lot" or "Lots" shall refer to lots which are subject hereto, whether by specific reference in this instrument, or to lots made subject to the provisions of this instrument by separate legal instrument recorded in the Dorchester County RMC Office which delineates the location and respective boundaries of the lots conveyed herein by Declarant, from the original tract of the Property, to subsequent purchasers.

2. **Definition of "Owner":** "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or by any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

3. **Boyle Plantation Homeowners Association, Inc.:** The Declarant reserves the right to cause to be incorporated under the laws of the State of South Carolina a nonprofit corporation, Boyle Plantation Homeowners Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and preservation of values of Boyle Plantation. The Declarant, for each Lot owned by it, hereby covenants, and each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to become a member and abide by the governing terms and provisions of the Association. So long as the Declarant owns one Lot in Boyle Plantation, it shall have the right expressed herein to cause to be incorporated under the laws of the

State of South Carolina, a corporation, Boyle Plantation Homeowners Association, Inc., for the purpose stated herein. The right may be assigned to three or more owners of Lots within Boyle Plantation, who may exercise the right of the Declarant to form the Association. In the event that the Declarant assigns said right to three Owners, and the Owners within one year of said assignment exercise the right to form the Association, the bylaws, and any other declarations of the Association, shall be approved by the Owners of a majority of the Lots in Boyle Plantation. Once approved by the Owners of a majority of the Lots in Boyle Plantation, the Bylaws and Declarations of the Association shall be covenants running with the land unless and until the same are modified as provided herein. If a majority of the Owners of the Lots do not agree to the bylaws and other declarations, such lack of majority consent shall not be deemed to prohibit the formation of the Association, but shall only be construed as limiting the bylaws and additional declarations from being covenants running with the land described on the Plat.

4. **Architectural Review Board:** Declarant shall institute an Architectural Review Board (hereinafter known as "ARB") in order to ensure consistent and appropriate house design, color schemes, landscaping, and all other aesthetic aspects of the Development. The ARB shall initially consist of Karl A. McMillan and R.L. Sellers. Once Declarant has sold twenty-five (25%) percent of the Lots, the then Lot Owners shall elect one Lot Owner to be a member of the ARB. Each Lot will have one vote. Once Declarant has sold fifty (50%) percent of the Lots, the then Lot Owners shall elect one additional Lot Owner, with R. L. Sellers rotating off, for a total of two Lot Owners and Karl A. McMillan composing the ARB. Once Declarant has sold seventy-five (75%) percent of the Lots, the then Lot Owners shall elect one additional Lot Owner, with Karl A. McMillan rotating off, for a total of three Lot Owners composing the ARB. Each Lot Owner elected to the ARB shall serve a term of three (3) years.

5. **Time:** These restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date hereof, after which time said restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a simple majority vote of the then Owners of the Lots, with each Lot having one vote, agreeing to change said restrictions in whole or in part has been recorded, subject to the provisions stated in paragraph 35.

6. **Violation:** If any person, firm, or corporation shall violate or attempt to violate any said restrictions, it shall be lawful for any person, firm, or corporation owning any of the Lots or having any interest therein, and/or the Association, once formed, to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate the same, either to prevent it or them from so doing or to recover damages from such violation. Violation of any of these restrictions will not result in a reversion. Failure to enforce these restrictions at any time does not constitute a waiver of any rights of the undersigned to enforce these restrictions.

7. **Severability:** Invalidation of any one of these restrictions or a portion thereof by judgment or court order shall in no way affect any of the other provisions; the remaining provisions not invalidated shall remain in full force and effect.

8. **Residential Use Of Property:** All Lots shall be used as single-family residential building lots and no other use shall be permitted thereon. No structure shall be erected, placed, altered, or permitted to remain on any Lot other than one single family dwelling, and accessory structures customarily incident to the residential use of such Lots. No building or structure erected on any Lot shall be used for any business purpose whatsoever nor for any combined business and residential use; however, the foregoing shall not be construed to prohibit an Owner from using a portion of their dwelling as a home office. No mobile homes or manufactured homes will be

permitted on any Lot.

9. **Completion of Construction:** The exteriors of all dwellings and accessory structures must be completed within nine (9) months after the date of the commencement of construction of same, and all dwellings and accessory structures must be fully completed and a Certificate of Occupancy must be issued within one (1) year after the date of the commencement of construction of same, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamity, or unless otherwise extended by the undersigned Declarant. During the continuance of construction, the Owner and the builder shall maintain the Lot in a clean and uncluttered condition, and construction, both exterior and interior, may not commence until 7:00 a.m. or continue after 6:00 p.m. Monday through Saturday. Declarant may grant a variance from this schedule because of hardship to any Owner.

10. **Setback and Building Lines:** All dwellings shall be at least twenty-five (25') feet from the front lot line of each lot. All dwellings shall further be at least fifteen (15') feet from any side lot line of each lot and all dwellings shall further be at least thirty (30') feet from the rear lot line of each lot. Owner shall submit to Declarant a site plan showing the proposed location of each single family dwelling and accessory building for Declarant's review and approval. No other structure shall be built closer to a side or front Lot line than the side or front Lot line setback as established herein. Each Owner shall cause to be recorded in the RMC Office for Dorchester County a survey within sixty (60) days of the Owner's receipt of a Certificate of Occupancy showing the location of the improvements as built, and to provide a recorded copy of the same to the Declarant at its address within thirty (30) days of recording. In the event Declarant fails to notify Owner of Declarant's determination within thirty (30) days after receipt of Owner's site plan

recommendation, Owner's site plan shall be binding on the Declarant. For the purpose of determining setbacks with the foregoing building line requirements, terraces, stoops, eaves, wingwalls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure. All buildings and their location on the Lots must also conform with the zoning regulations of Dorchester County or the applicable governmental authority and the laws of the State of South Carolina, where applicable.

No structure of any kind shall be erected, placed or altered on any Lot until the plans, specifications, and or plat plans for the same have been approved in writing by the Declarant as to conformity and harmony of external design with existing structures in the subdivision. The plans or specifications must be submitted to the Declarant in person or by certified mail. The plans or specifications must include scaled elevations and site plans showing all walks, drives and trees having a diameter of more than six (6") inches at breast height, and specifications must describe all exterior materials and colors to be used. In the event that the Declarant fails to approve or disapprove such design within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been granted.

Plans and specifications may not be approved unless the proposed structure will:

- a. conform and be compatible with surrounding structures and topography;
- b. have an exterior of brick veneer, stone, stuccoed masonry, concrete siding or wood siding (asbestos shingles, concrete blocks, and cinder blocks will not be permitted);
- c. have no basement;
- d. have enclosed living space (excluding garages, carports, terraces,

decks and porches) of at least two thousand (2,000) square feet; and

- e. have an asphalt driveway at least eight (8) feet from the edge of the street.

11. **Green Areas or Wetlands:** Any areas designated and delineated on the master plat or subsequent plat of the Property or any of its Lots as "Green Areas" or wetlands shall be maintained and kept in a suitable and acceptable manner by the Lot Owner upon which said Green Area or wetland is located, provided however that should the Green Area or wetland not be located within the specific boundaries of a Lot then the Green Area or wetland shall be considered part of the common areas and the maintenance and care for said Green Area or wetland shall be the responsibility of the Association.

12. **Subdivision of Lots:** No Lot shall be re-subdivided by the Owner of the Lot. An Owner of two contiguous Lots may combine two Lots to form one Lot for the purpose of constructing or placing one residential dwelling thereon, provided that the location of such dwelling to be determined in conformity with paragraph 10 above. Re-subdivision or re-division by one Owner of his two (2) previously consolidated contiguous Lots shall not be accomplished without the written consent of the Association and the Declarant or ARB. In the event such a re-subdivision or re-division is consented to by the Association and the Declarant or ARB, then the Owner of the Lot to be re-subdivided shall be responsible for having a plat of the same recorded in the RMC Office for Dorchester County showing such re-subdivision and shall be responsible for paying to the Association any and all rollback Homeowner's Association Dues which would have been assessed on the re-subdivided Lots. Nothing contained in this paragraph shall prohibit the Owner of a Lot from acquiring a contiguous Lot and using the same as a side yard or shall limit the Declarant from re-plotting the Lots if necessary to correct surveying errors or the like.

13. **Fences:** Any fence erected on any Lot must have an appearance similar to that of the dwelling house on said Lot if the fence is visible from any street. Chain link fences will not be allowed on any of the Lots unless specifically approved in writing by the Declarant. Fences may be constructed along the rear lot line of each Lot, so long as such rear fence does not exceed six (6) feet in height. Fences may be constructed along the front and side lot lines, so long as such fences along the side and front lot lines do not exceed six (6) feet in height and as long as such fence has an appearance similar to that of the dwelling house on said Lot. The plans for the construction of any fence and its location on any Lot must be approved in writing by the Declarant prior to said fence being erected on the Lot. Any fence erected on any Lot must also comply with the regulations of Dorchester County or the applicable governmental authority and the laws of the State of South Carolina, where applicable.

14. **Easements:** Easements for the construction, installation and maintenance of utilities and drainage are reserved over, across, under and upon each Lot not to exceed ten (10) feet in width, by the Declarant for itself and its Successors and Assigns, and any such easement will be along one or more of the boundary lines of each Lot, the location of said easements to be finally determined by the topography and configuration of the particular Lot, and where the configuration of the particular Lot necessitates a different location for utility and drainage easements, the same may be located as such necessity dictates, so long as the same is designated on that Lot prior to the construction of the dwelling thereon, and is indicated on a recorded plat of such Lot, so any dwelling can be properly laid out and located thereon without interfering with such easement or any other necessary or properly recorded easement.

No structure, fence, vegetation, or other material shall be placed within the reserved easement area which may damage or interfere with the construction, installation and maintenance

or which would change the direction of the flow of any water on the Lot. The reserved easement area shall be maintained at all times by the Owner of the Lot.

15. **Prohibition Against Offensive Conduct or Nuisance:** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an embarrassment, discomfort, annoyance or nuisance to the neighborhood or any of its occupants.

16. **Animals:** No animals other than domesticated household pets shall be allowed to be maintained or kept on or upon the Lots herein. However, any Owner that desires to maintain horses on their property may submit a written request to the ARB. The ARB will consider and decide each such request on an individual basis. All pets must be kept quiet and all animals must be leashed or under their Owner's control when located off of their Owner's property.

17. **Fireworks and Firearms Prohibited:** The sale, storage or discharge of fireworks of any kind whatsoever on the Lots is prohibited. The use of or discharge of firearms of any kind whatsoever is likewise prohibited. Hunting of any kind, and by any method, including but not limited to firearms, snares, bow and arrows, or manually propelled missiles, is prohibited.

18. **Inoperable Vehicles:** No inoperable vehicles shall be permitted on any Lot except that such vehicles may be kept in a garage. No Lot shall be used as a storage yard for inoperable vehicles, bicycles, appliances, furniture, tools or equipment.

19. **Trailers, Trucks, Boats, and Other Vehicles:** No construction trailer, house trailer, mobile home, school buses, equipment, vehicles with six (6) or more wheels or three (3) or more axles, boats in excess of twenty-seven (27) feet in length, and travel trailers, or other like equipment, or other commercial vehicles shall be stored or parked, either temporarily or permanently, on any Lot or on any street adjacent to any Lot, except that construction trailers, equipment, and vehicles

may be parked on a Lot or the adjacent street during construction on that Lot. Campers or like equipment and boats twenty-seven (27) feet in length or less may be kept in the back yard behind any dwelling so long as such camper or like equipment or boat is suitably screened or housed and not used as a residence. If Declarant provides an area where any such trailers, equipment, vehicles, campers, or boats may be stored or parked, use of the area shall be subject to regulations established by Declarant.

20. **Clothing:** No clothing should be hung out to dry, or to air in the portion of any Lot facing the street unless appropriately screened. Permanent and temporary clothes line poles must be erected and maintained within an area that is screened from view and no such clothes line shall be attached to any tree, bush, or structure.

21. **Signs:** The only signs permitted on the Lots are those reading "For Sale" or "For Rent," or appropriate signs of the building contractor during the period of construction, or appropriate signs of any real estate dealer who may handle the property; however, all sale signage must be specifically approved in writing by the Declarant prior to being placed on any Lot. In no event can any sign exceed six (6) square feet in area. All Lot Owners agree that until Declarant has sold one hundred (100%) percent of the Lots any Lot Owner that desires to sell his Lot must list the Lot for sale with Boyle Plantation, LLC's brokerage company.

22. **Antenna:** No ham or citizens band radio antenna, transmitting antenna, satellite dish antenna, or other free-standing antenna (other than satellite dishes which do not exceed 18" in diameter and are attached to the rear of the single family dwelling) will be permitted on any Lot or attached to any structure.

23. **Digging and Excavation:** All Lot Owners agree to contact South Carolina Electric and Gas, or the proper electric utility company at least three (3) days prior to Lot Owner

performing any digging or excavation work on the property, including but not limited to swimming pool installations and trenching, in order for South Carolina Electric and Gas, or the proper electric utility company, to conduct a field survey of the property to ensure that there are no conflicts with any utility lines or utility safety requirements. Any digging or excavation in violation of any such utility safety requirements is expressly prohibited.

24. **Notices:** All plans, papers, instruments and notices required to be given or submitted to Declarant pursuant to these restrictions shall be delivered personally or sent by certified mail to DIROCCO ENTERPRISES, LLC, care of Knight Law Firm, P.A. at Post Office Box 280, Summerville, SC 29484, or such other address as Declarant may from time to time designate.

25. **Unightly Materials:** No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and debris for pickup by governmental or similar garbage and trash removal service units. This restriction shall also pertain to Builders and Contractors during the period of dwelling construction work on a Lot.

26. **Swimming Pools:** Swimming pools shall not be nearer than ten (10) feet to any Lot line, must be located to the rear of the main dwelling, shall not project with their coping more than two (2) feet above the established Lot grade, and must be screened with an appropriate hedge or fence.

27. **Prohibition of Commercial Use:** No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted or maintained on any Lot. Minor agricultural pursuits incidental to residential use of the land shall be permitted, provided

that such pursuits not include the raising of crops intended for market or sale to others.

28. **Maintenance Required By Owner:** Each Owner shall keep any Lot owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. The Declarant has the right to approve the color of any single family dwelling or accessory structure, or part thereof, so as to preserve aesthetic quality in the Development and may assign this right at any time to the ARB.

29. **Obstructions to View and Delivery Receptacles:** The lower branches of trees or any other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle of any construction or height for the receipt of newspaper or similar delivered materials shall be erected or permitted to remain between the front street line and the front building setback line. Each Owner shall procure and maintain a uniform mailbox, including post and foundation, specified by the Declarant.

30. **Changing Elevations:** No Owner shall excavate or extract earth for any business purpose. No elevation change shall be permitted which materially affects surface grade of surrounding Lots nor changes the Declarant's designed stormwater run-off characteristics for such Lot.

31. **Approval of Plans by Developer:** No construction, reconstruction, remodeling, alteration or addition which will affect the exterior appearance to any single family dwelling or accessory structure, including but not limited to, terraces, decks, swimming pools, fences, walls, roads, drives, paths, or improvements of any nature, shall be conducted without obtaining the prior written approval of the Declarant to location, plans and specifications. As a prerequisite to

consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building and/or landscape plans and specifications must be submitted to the Declarant. The Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. However, the Declarant may assign this right at any time to the ARB. On receipt of written approval, said construction, reconstruction, remodeling, alteration, or addition (hereinafter collectively known as "construction") shall be started and prosecuted to completion promptly and in strict conformity with such plans and the restrictions contained herein or by Declaration of the Association.

THE DECLARANT SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DEFECTS IN ANY PLANS OR SPECIFICATIONS, NOR FOR ANY STRUCTURAL DEFECTS IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, APPROVED BY THE DECLARANT IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

FURTHER, THE DECLARANT SHALL NOT BE LIABLE FOR DAMAGES TO ANYONE SUBMITTING PLANS OR SPECIFICATIONS FOR APPROVAL UNDER THIS SECTION, OR TO ANY OWNER OF PROPERTY AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, GROSS NEGLIGENCE, WILFULNESS, WANTONNESS OR RECKLESSNESS OR NON-FEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY OWNER WHO SUBMITS PLANS OR SPECIFICATIONS TO THE DECLARANT OR ITS DESIGNEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE/SHE WILL NOT BRING ANY ACTION OR SUIT OF ANY KIND AGAINST THE DECLARANT OR ITS DESIGNEES TO RECOVER FOR ANY SUCH DAMAGE.

32. Aesthetics, Natural Growth, Screening, Underground Utility Services: No natural growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the Declarant and, if applicable, the appropriate governmental authority, without which the Declarant may require the Owner, at Owner's sole cost and expense, to replace the same. No trees measuring twenty-four (24") inches or more in diameter at a distance of four (4) feet above ground level may be removed without the written approval of Declarant and, if applicable, the

appropriate governmental authority. Garbage cans must be concealed from the view of adjoining lots and the street. All residential utility service and lines to residences shall be underground. No fuel tanks are allowed on any Lot. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, except such as are approved in writing by the Declarant.

33. **Amenities:** The Association will be responsible for the maintenance and upkeep of any common areas, the entrance, and any other amenities the Association adds to the Development. Each Lot Owner shall pay to the Homeowners Association an initial fee of One Hundred Fifty and No/100 (\$150.00) Dollars as an initial capital contribution. The initial capital contribution shall be paid by each Owner at the Closing of each Lot. The Homeowners' Association Dues for each Lot shall initially be One Hundred Fifty and No/100 (\$150.00) per year. The Association may increase the Homeowners' Association Dues by Two and One-Half (2 ½%) percent per year, or as approved by a majority of the Lot Owners.

34. **Use of Sample Houses:** The Declarant, during such time as it shall continue to be the Owner of any Lot(s) shown upon the Plat, may use said Lot(s) for the purpose of building thereon a sample single family dwelling for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection and use of it for display purposes and as a sales office for those lots owned by Declarant, and such action shall not be construed as a violation of the residential provisions of these restrictions.

35. **Modification:** The Declarant may modify these restrictions at any time and for any purpose so long as it owns one Lot in the Development. These restrictions may be altered, modified, canceled, or changed at any time by a majority of the Owners of the Lots in the Development and with the written consent of the Declarant, as long as the Declarant owns at least one Lot shown on

the Plat. Once the Declarant no longer owns any Lot shown on the Plat, these restrictions may be altered, modified, canceled, or changed at any time by a majority vote of the Owners of the Lots shown on the Plat.

36. **Assignment:** The Declarant may assign any right it has under these Covenants and Restrictions, except the rights contained in Paragraph 3, to the Association or the ARB, once formed.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed

the 3 day of April, 2002.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

DECLARANT / DEVELOPER:
DIROCCO ENTERPRISES, LLC

Miana Akhavanstana

[Signature]

BY: JOHN DIROCCO
ITS: MEMBER

[Signature]

STATE OF CONNECTICUT)

COUNTY OF FARMINGTON)

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s) he saw the within named DiRocco Enterprises, LLC by John DiRocco, Member, sign, seal and as his act and deed, sign the within written Restrictive Covenants; and that (s)he with the other witness witnessed the execution thereof.

Miana Akhavanstana

SWORN to before me this 3rd day of APRIL, 2004.

[Signature] (Seal)
Notary Public for CONNECTICUT
My Commission Expires: _____

DILIP SHRIVASTAVA
Notary Public
My commission expires
March 31, 2007