



Documents") which Administrator shall be governed by its board of directors comprised of owners of property subject to the Covenant and members of the conservation community;

WHEREAS, the Conservation Easement Act, Section 27-8-10, *et seq.*, South Carolina Code of Laws, as amended, ("Conservation Easement Act") allows for the non-possessory interest of a nonprofit corporation in property for the purposes of protecting the open space aspects of the property, ensuring the availability of real property for agricultural and forest uses, and for preserving the historical and cultural aspects of real property; and

WHEREAS, Section 27-8-60(A) of the Conservation Easement Act states that the Conservation Easement Act applies to such non-possessory interests that meet the definition of Conservation Easement under Section 27-8-20(1) of the Conservation Easement Act whether designated as a conservation easement or a covenant, therefore ensuring that the Covenant is consistent with the Conservation Easement Act and that the Administrator as holder and property owners subject to the Covenant enjoy the benefits thereof; and

WHEREAS, the Administrator meets the definition of a holder as a nonprofit corporation which has the non-possessory interest created by the Covenant with all of the rights of enforcements thereunder and obligations hereunder upon its acceptance of the Covenant and its recording; and

WHEREAS, the Conservation Easement Act further provides in Section 27-8-40(A) that any owner of an interest in the real property burdened by the Covenant has a right to bring an action affecting the Covenant as well as the holder and any other person otherwise authorized by law, thereby ensuring that the Administrator as the holder and all property owners have the requisite legal authority to bring an action of enforcement if necessary; and

WHEREAS, the Covenant shall not prevent any owner of real property subject to the Covenant from placing additional restrictions or conservation easements upon their property and the Administrator shall be empowered to take any necessary action to facilitate such additional restrictions or conservation easements including, but not limited to, executing a subordination and non-disturbance agreement.

NOW, THEREFORE, Declarant does hereby declare that the covenants, conditions and restrictions hereinafter set forth shall burden the Property, run with the title to the Property in perpetuity and be binding upon Declarant, and the current and future persons that hold record title to any portion of the Property (each, an "Owner"), their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable or beneficial interest in any portion of the Property. This Covenant shall be binding on the Administrator, its successors and assigns.

By the recording of a deed or the acceptance of title to any portion of the Property or any interest therein, the person to whom such portion of the Property or interest therein is conveyed and such person's heirs, legal representatives, successors, lessees, grantees, assigns and mortgagees shall be deemed to have agreed to be bound by this Covenant.

## SECTION I

## PURPOSE

Recognizing the natural, scenic, aesthetic, rural, and special character and opportunity for enhancement of the Property, Declarant declares that the purpose of this Covenant is to assure that the Property will be preserved in perpetuity by restricting residential development on the Property as specifically described herein, thereby maintaining it substantially in its natural, scenic, rural, and managed forest condition ("Purpose"). This Covenant provides restrictions that are in addition to, not in lieu of, restrictions imposed on the Property by zoning ordinance. The Covenant is a Conservation Easement under the South Carolina Conservation Easement Act of 1991, Section 27-8-20, *et seq.*, South Carolina Codes of Laws, as amended. The fee and easement estates in and to the Property will not merge but will always remain separate and distinct, notwithstanding the union of such estates either in an Owner or Administrator.

## SECTION II

### RESTRICTION ON DEVELOPMENT OF RESIDENTIAL DWELLINGS

2.1 Parcels. The Property currently consists or may consist of individually owned pieces, parcels, lots or tracts of land intended for the exclusive development, use and occupancy by the Owners or occupants thereof and separately indentified on a recorded subdivision plat or in a recorded instrument creating a horizontal property regime or condominium under South Carolina law (each, a "Parcel"). The Property may also include various Parcels intended for the common use of some or all of the Owners thereof. A parcel of land under single ownership is considered a single Parcel unless and until a subdivision plat or condominium instrument is recorded in the office of the Register Mesne Conveyance of Charleston County ("Recording Office") dividing it into more than one Parcel. Nothing provided in this Covenant shall prohibit the Owner of a Parcel from further subdividing such Parcel into individually owned portions of such Parcel.

### 2.2 Limitation on Residential Dwellings.

(a) *Maximum Residential Dwelling Units.* Declarant declares that the number of residences, homes, dwellings or buildings for human habitation ("Residential Dwellings") which may be developed on the Property after the date hereof shall be limited in order to achieve the Purpose of this Covenant. Each portion of the Property and Additional Property cross-hatched on the Area Maps attached hereto and incorporated herein as Exhibit "C" is part of an "Area" as more particularly identified on the Area Maps. With respect to the portion of the Property labeled as "Part 1" through "Part 8" and cross-hatched on the Area Maps, such portion of the Property is part of Area DCS-02. Other Areas may be created for the Property and Additional Property. Each Area is hereby allocated a maximum number of Residential Dwelling Units equal to the product of the Density Ratio for such Area provided in Table 2.2 below and the gross acreage of such Area provided on the Area Maps attached as Exhibit "C". Under no circumstance shall the number of Residential Dwellings developed in an Area exceed the number of Residential Dwelling Units allocated to such Area, or with respect to Areas that are allocated Residential Dwelling Units on an aggregate basis, under no circumstance shall the number of Residential Dwellings developed in such Areas exceed the number of Residential Dwelling Units allocated to such Areas in the aggregate. Furthermore, the total quantity of Residential Dwelling Units for the Areas comprising the Property shall not increase above the sum of the Residential

Dwelling Units available to the Property (including by Supplement). Provisions of this Covenant related to real property included in an Area (or a portion of an Area) that is part of the Additional Property described on Exhibit "B" and depicted on Exhibit "C" but not the Property described on Exhibit "A" shall only apply to the Additional Property described on Exhibit "B" and depicted on Exhibit "C" if and when such property is included in the Property described on Exhibit "A" by Supplement.

<b>Table 2.2. Allocation of Residential Dwelling Units to Areas</b>	
<b>Area (as identified on Area Maps)</b>	<b>Density Ratio (Number of Residential Dwelling Units per gross acres of Area)</b>
DCS-02	1/25

(b) *Subdivision of Property.* As Declarant or an affiliated Owner of the Property initially subdivides the Property into Parcels, Declarant may (but shall not be required to) allocate Residential Dwelling Unit(s) to each Parcel (such allocated Residential Dwelling Units are herein referred to as "Allocated Dwelling Units"), and upon such allocation (if any), the total number of Residential Dwelling Units available for allocation for an Area (or Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) shall be reduced by the number of Allocated Dwelling Unit(s) allocated to such Parcel. In addition, as an Owner subsequently subdivides a Parcel into portions of such Parcel, the Owner may (but shall not be required to) allocate the Allocated Dwelling Units originally allocated to such Parcel to such portions of the Parcel as the Owner determines in its sole discretion. Upon such allocation (if any), the total number of Allocated Dwelling Units available for allocation from such Parcel shall be reduced by the number of Allocated Dwelling Unit(s) allocated to the portions of the Parcel. The subdividing Owner shall document in the recorded subdivision plat or recorded instrument creating a horizontal property regime or condominium under South Carolina law the allocation of such Allocated Dwelling Units from the Parcel.

(c) *No Loss of Allocated Dwelling Units.* The Allocated Dwelling Unit(s) for a Parcel shall not be affected by any event causing the destruction of any Residential Dwelling developed on such Parcel pursuant to the Allocated Dwelling Unit(s); such Allocated Dwelling Unit(s) shall remain with the Parcel and enable the Owner thereof to redevelop the existing Residential Dwelling(s) or develop new Residential Dwelling(s) on such Parcel.

2.3 Requirements for Allocated Dwelling Unit. No Residential Dwelling shall be developed upon any Parcel after the date hereof except in compliance with this Covenant. The quantity of Residential Dwellings that may be developed upon a Parcel shall not exceed the number of Allocated Dwelling Units for such Parcel. Each Residential Dwelling developed upon a Parcel after the date hereof shall be counted as one (1) Allocated Dwelling Unit. Each Allocated Dwelling Unit shall be serialized with a unique Certificate Number that identifies the Area to which such Allocated Dwelling Unit applies; for example, an acceptable Certificate Number for an Allocated Dwelling Unit in the DCS-02 Area could be DCS-02-01. The Administrator shall maintain records of the Allocated Dwelling Units, their serialized Certificate Numbers and the ownership thereof. The Owner of a Parcel shall be accounted as the person that holds title to the Allocated Dwelling Unit(s) associated with such Parcel.

2.4 Accessory Residential Dwellings. In addition to Residential Dwellings that may be developed on a Parcel, accessory residential dwellings permitted by applicable zoning ordinance in effect as of the time of development (each an "Accessory Residential Dwelling") may be developed on a Parcel. Any such Accessory Residential Dwelling shall not require an Allocated Dwelling Unit to be developed.

2.5 Transfers.

(a) *Generally.* The Property, each Parcel and any parts thereof and any Allocated Dwelling Unit associated therewith shall be sold, leased, transferred, mortgaged, encumbered or otherwise conveyed (each, a "Transfer") in conformance with and subject to the limitations of this Covenant. For any Transfer of a Parcel or an Allocated Dwelling Unit, the transferor Owner (including Declarant) shall: (a) document on the face of the Transferring instrument the quantity and Certificate Number(s) of Allocated Dwelling Units Transferred, (b) record such Transfer instrument in the Recording Office, and (c) deliver a copy of such instrument to the Administrator at the address specified herein no less than ten (10) days before the date of recording of the instrument effecting the Transfer and a copy of such instrument no less than then (10) days after it is recorded

(b) *Legend.* The Transfer instrument transferring any Allocated Dwelling Unit or a Parcel with Allocated Dwelling Unit(s) shall include on the face of the instrument the following legend in substantially the form provided herein:

This transfer or conveyance includes the following Allocated Dwelling Units subject to that certain Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Spring Grove) recorded in the Register Mesne Conveyance of Charleston County on [Month] [Day], [Year] at Book \_\_\_\_\_, Page \_\_\_\_\_:

Dwelling Unit Certificate Numbers: [e.g. DCS-02-01; DCS-02-02; and DCS-02-03]

*(Example of form only.)*

(c) *Restriction on Transfer of Allocated Dwelling Unit Independent of Parcel.* Notwithstanding anything contained herein to the contrary, with respect to a certain Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), no Owner may Transfer an Allocated Dwelling Unit independent of the Parcel to which such Allocated Dwelling Unit was allocated until such time as the Declarant has executed and recorded in the Recording Office a "Notice of Eligibility for Independent Transfer of Allocated Dwelling Units" (each such notice, an "Independent Transfer Notice") as to the certain Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), which Independent Transfer Notice Declarant shall record at any time in its sole discretion, but in no event later than the date on which Declarant has allocated all Residential Dwelling Units with respect to such Area (including by Supplement). Nothing in this Section 2.5(c) shall prohibit the Declarant from allocating a Residential Dwelling Unit (including by Supplement) to a Parcel subsequent to the date of Transfer of such Parcel to a third party in accordance with the provisions set forth in



Section 2.5(a), provided that the parties to the Transfer of such Allocated Dwelling Units comply with the foregoing requirements and further provided that under no circumstance shall the total number of Allocated Dwelling Units for the Parcels which comprise an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) exceed the maximum number of Residential Dwelling Units available for allocation to such Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2). From and after the recording date of an Independent Transfer Notice for an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), all Owners may Transfer Allocated Dwelling Units for such Area (or such aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) independent of the Parcels to which such Allocated Dwelling Units were allocated for such Area (or such aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), provided that the Parcels associated with such Transfer are located within the same Area (or the same aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), and the parties to the Transfer of such Allocated Dwelling Units comply with the foregoing requirements.

2.6 Notice of Construction of Residential Dwellings and Accessory Residential Dwellings. No later than ten (10) days prior to the date of submittal of an application for any (1) Zoning Permit pursuant to Article 3.8 of Charleston County Zoning and Land Development Regulations Ordinance, or (2) any other applicable similar city or town land development permit or approval, related to the development or construction of a Residential Dwelling or any Accessory Residential Dwelling on a Parcel, the Owner of such Parcel shall notify the Administrator of the application and the allocated dwelling unit certificate numbers associated with or allocated to such Parcel.

2.7 Estoppel Certificates. Within ten (10) days after receipt of a written request from any Owner, the holder ("Mortgagee") of a recorded mortgage or other form of security instrument affecting title to a Parcel ("Mortgage"), prospective Mortgagee, or prospective purchaser of a Parcel, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Administrator's registered agent or designee, the Administrator shall issue an estoppel letter or other documentation regarding the compliance of a Parcel with the Covenant, the quantity of Allocated Dwelling Units allocated to such Parcel and their associated Certificate Numbers or confirmation of such other facts reasonably related to a prospective Transfer of a Parcel. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested or by such other means as may be stated in the request. The Administrator may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Administrator as to persons who rely thereon in good faith.

### SECTION III RIGHTS AND OBLIGATIONS OF ADMINISTRATOR

3.1 Functions of Administrator. The Administrator shall be the entity primarily responsible for enforcement of the Covenant. The Administrator shall perform its functions in accordance with the Governing Documents and the laws of the State of South Carolina. The Administrator shall have the rights and powers as set forth in the Governing Documents to enforce the Covenant as described herein.

3.2 Compliance. Every Owner and occupant of a Parcel, and their respective employees, agents, guests and invitees, shall comply with the Covenant and shall be subject to sanctions for violations of the Covenant as described in this Section III. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Covenant by the occupants of its respective Parcel and its employees, agents, guests and invitees.

3.3 Remedies for Non-Compliance.

(a) The Administrator and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents (including to enforce any violations of Administrator's governing documents), provided, the Administrator's right to file suit, other than a suit to collect Enforcement Cost Recovery Assessments or foreclose its lien or a suit seeking temporary equitable relief, shall require prior written notice in accordance with the enforcement procedures set forth in this Section III. The Owner notified shall have thirty (30) days after receipt of written notice to undertake actions, including restoration of the Property as necessary to comply with the Covenant, that are reasonably calculated to correct the conditions constituting such violation. Nothing contained herein shall prohibit the Owner determined to be in violation of this Covenant from acquiring additional Allocated Dwelling Unit(s) from the Declarant (or, after the recording date of the Independent Transfer Notice, from an Owner) in accordance with Section 2.5 in order to provide such Owner with sufficient Allocated Dwelling Units to cure the violation, provided that under no circumstance shall the total number of Allocated Dwellings Units for the Parcels which comprise an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) exceed the maximum number of Residential Dwelling Units available for allocation to such Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2). If the Owner fails to initiate such corrective action, the Administrator may, at its sole discretion, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections by Owner. All costs which the Administrator incurs in curing any violation of, obtaining compliance with, or otherwise exercising its remedies under and enforcing the Governing Documents, including reasonable attorneys' fees and costs, whether or not suit is filed, may be assessed against the Parcel of the violator as an Enforcement Cost Recovery Assessment pursuant to Section 4.1 and shall be secured by the Administrator's lien against the Parcel under Section 4.3.

(b) Nothing herein shall be construed to limit the right of an Owner to seek such costs from a third party. Nothing herein shall be construed to entitle the Administrator to institute any proceedings against an Owner for any changes to the Property due to causes beyond an Owner's control.

(c) Nothing contained herein shall be construed as a duty on the part of the Administrator to seek out a violation of this Covenant by an Owner, or a third party acting at the direction of, with the permission of, or under control of an Owner; provided, however, that upon becoming or being made aware of an alleged or potential violation of this Covenant, the Administrator shall investigate such alleged or potential violation, determine whether action to enforce the Governing Documents is appropriate and the nature of any sanctions to be imposed, and bring any proceedings which may be instituted against any Owner subject to Section 3.4.

3.4. Decision to Pursue Enforcement Action. The decision to pursue enforcement action in any particular case shall be left to the Administrator's discretion except that the Administrator shall not be arbitrary or capricious in taking enforcement action. For example, the Administrator may determine that, in a particular case: (a) the Administrator's position is not strong enough to justify taking any or further action; (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Administrator's resources. A decision not to enforce a particular provision shall not prevent the Administrator from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

3.5 Easement for Enforcement. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Administrator to enter all portions of the Property, including each Parcel but excluding the interior of any Residential Dwelling, to make inspections to ensure compliance with the Covenant. Except in emergencies, entry onto a Parcel shall be only during reasonable hours with reasonable prior notice. This easement shall be exercised with a minimum of interference to the quiet enjoyment to any Owner's property, and any damage shall be repaired by the Administrator at its expense. The Administrator may also enter a Parcel, excluding the interior of any Residential Dwelling, to abate or remove, using such measures as may be reasonably necessary, any structure, item or condition which violates the Covenant. All costs incurred, including reasonable attorneys' fees, may be assessed against the violator as an Enforcement Cost Recovery Assessment. No Owner shall have a claim or cause of action against the Declarant, the Administrator, or their successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder, except in cases of willful or wanton misconduct.



3.6 Enforcement Procedures. The Administrator shall have the power to impose sanctions for any violation of the Covenant. The Administrator shall comply with the following procedures prior to imposition of sanctions.

(a) *Notice and Opportunity to Request Hearing.* The Administrator shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation which is the basis of the proposed sanction or amount due to the Administrator, as applicable; (b) describing the proposed sanction to be imposed; and (c) informing the alleged violator that he or she has thirty (30) days after receipt of the notice to present a written request for a hearing to the Administrator, cure the alleged violation and notify the Administrator in writing accordingly or if the cure for such alleged violation is incapable of completion within thirty (30) days after receipt of the notice, commence and diligently pursue such cure and notify the Administrator in writing accordingly; and (d) if the alleged violator fails to respond to the notice within the 30-day period by either requesting a hearing or notifying the Administrator as set forth in (c) above, the Administrator may impose the proposed sanction.

If the alleged violator cures the alleged violation or if the cure for such alleged violation is incapable of completion within thirty (30) days after receipt of the notice, commences and diligently pursues such cure and notifies the Administrator in writing within such 30-day period the Administrator may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

Prior to the effectiveness of sanctions imposed pursuant to this Section III, proof of proper notice shall be placed in the minutes of the Administrator. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing or otherwise responds in writing to the Administrator's written notice.

(b) *Hearing.* If a hearing is requested within the allotted 30-day period as provided in subsection (a) above, the hearing shall be held before the board of directors of the Administrator within 30 days after receipt of the alleged violator's request for a hearing. Either the Administrator or the alleged violator may request a postponement of up to ten (10) days and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Administrator and the alleged violator. The Administrator shall notify the alleged violator at least ten (10) days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Administrator shall contain a written statement of the results of the hearing (*i.e.*, the Administrator's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within ten (10) days after the hearing.

3.7 Owner Right to Inspect Books and Records. After (but not before) assignment by the Administrator of its rights and obligations hereunder in accordance with Section 7.5(b), within ten (10) days after receipt of a written request to inspect the Administrator's books and records,

the board of directors of the Administrator shall make available for inspection and copying by any Owner, any holder, insurer or guarantor of a first mortgage on a Parcel, or the duly appointed representative of any of the foregoing, at such reasonable time and location as the Administrator may specify and subject to any reasonable rules for inspection then in place, any of the books and records listed below and specified in such written request, provided that an Owner shall only be entitled to inspect the books and records enumerated in clauses (a) through (e) below if the Owner's demand is made in good faith and for a proper purpose; the Owner describes with reasonable particularity the purpose and the records the Owner desires to inspect; and the records are directly connected with this purpose.

- (a) the Administrator's Articles and By-laws, and all amendments currently in effect;
- (b) copies of the Administrator's financial statements for the three most recent years;
- (c) a list of the names and business or home addresses of the Administrator's current directors and officers;
- (d) the Administrator's most recent annual report filed with the Secretary of State;
- (e) a roster reflecting the name and mailing address of all Owners, in alphabetical order, along with the corresponding addresses of the Parcels owned by such Owners and each Parcel's allocated Density Unit(s); and
- (f) copies of the annual report required by the Administrator's By-laws for the three most recent years.

#### SECTION IV ENFORCEMENT COST RECOVERY ASSESSMENTS

4.1. Authority to Levy Enforcement Cost Recovery Assessments; Time of Payment. The Declarant hereby establishes and the Administrator is hereby authorized to levy "Enforcement Cost Recovery Assessments" to recover all costs which the Administrator incurs in curing any violation of, obtaining compliance with, or otherwise exercising its remedies under and enforcing the Governing Documents, including reasonable attorneys' fees and costs, whether or not suit is filed. The Administrator may levy an Enforcement Cost Recovery Assessment against only the Parcel for which the Administrator has incurred such costs and the Owner thereof and against no other portion of the Property or Owners thereof. Enforcement Cost Recovery Assessments shall be paid in such manner and on such dates as the Administrator may establish from time to time. Neither the Declarant nor the Administrator shall have any power of assessment other than the Enforcement Cost Recovery Assessment.

4.2. Obligation for Enforcement Cost Recovery Assessments.

(a) *Personal Obligation.* By accepting a deed to or entering into a recorded contract to purchase any Parcel, each Owner covenants and agrees to pay any applicable Enforcement Cost Recovery Assessment, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Administrator may establish, subject to the limitations of South

Carolina law), late charges as determined by the Administrator, costs, and reasonable attorneys' fees, which shall be the personal obligation of the Owner of the Parcel at the time the violation of the Covenant associated with the Enforcement Cost Recovery Assessment occurred and a lien upon the Parcel until paid in full. Except as provided in Section 4.3(c), upon a transfer of title to a Parcel, the grantee shall be jointly and severally liable with the grantor of such Parcel for any Enforcement Cost Recovery Assessment and other charges due at the time of conveyance. The Administrator's failure to deliver or mail to an Owner an assessment notice shall not be deemed a waiver, modification, or a release of such Owner from the obligation to pay Enforcement Cost Recovery Assessments. No Owner may exempt himself or herself from liability for Enforcement Cost Recovery Assessments. The obligation to pay Enforcement Cost Recovery Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Enforcement Cost Recovery Assessments or set-off shall be claimed or allowed for any alleged failure of the Administrator to take some action or perform some function required of it, or from any other action it takes.

(b) *Enforcement Cost Recovery Assessment Statement.* Within ten (10) days after receipt of a written request from any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Parcel, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Administrator's registered agent or designee, the Administrator shall issue a written statement setting forth the amount of any unpaid Enforcement Cost Recovery Assessments with respect to such Parcel and the date on which such Enforcement Cost Recovery Assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested or by such other means as may be stated in the request. The Administrator may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Administrator as to persons who rely thereon in good faith.

#### 4.3. Lien for Enforcement Cost Recovery Assessments.

(a) *Existence of Lien.* The Administrator shall have a lien against only a Parcel for which the Administrator is authorized to levy an Enforcement Cost Recovery Assessment pursuant to Sections 4.1 and 4.2 to secure payment of such Enforcement Cost Recovery Assessment, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorneys' fees and expenses). Such lien shall be superior to all other liens, except (i) liens and encumbrances recorded prior to this Covenant and which the Administrator has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges; and (iii) the lien or charge of any Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel and recorded prior to the assessment becoming delinquent.

Although no further action is required to create or perfect the lien, the Administrator may, as further evidence and notice of the lien, execute and record a document setting forth as to any such Parcel the amount of the delinquent sums due the Administrator as of the date stated in such document and the fact that a lien exists to secure the repayment thereof. However, the failure of

the Administrator to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) *Enforcement of Lien.* The Administrator's lien may be foreclosed in the same manner as a mortgage on real property under South Carolina law. The Administrator may bid for the Parcel at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel, subject to the Owner's right of redemption, if any, under South Carolina law. The Administrator may sue for unpaid Enforcement Cost Recovery Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) *Effect of Sale or Transfer.* Sale or transfer of any Parcel shall not affect the Enforcement Cost Recovery Assessment lien or relieve such Parcel from the lien. However, the sale or transfer of any Parcel pursuant to foreclosure in accordance with South Carolina law of a first Mortgage having priority over the Administrator's lien pursuant to Section 4.3(a) shall extinguish the lien. The subsequent Owner of the foreclosed Parcel shall not be personally liable for Enforcement Cost Recovery Assessments on such Parcel due prior to such acquisition of title.

## SECTION V EXPANSION OF THE PROPERTY

5.1. Expansion by Declarant. The Declarant, from time to time, may submit to the terms of this Covenant all or any portion of the Additional Property by recording a recorded supplement to this Covenant which submits additional property to this Covenant, imposes additional obligations or restrictions on such property or expands or contracts the boundaries of an Area, or any of the foregoing, as any such supplement may be amended (each, a "Supplement") describing the additional property to be submitted. The Declarant may record such a Supplement without the consent of any Person except the Owner of such property, if not the Declarant. The Declarant's right to expand the Property under this Section V expires when all property described in Exhibit "B" has been submitted to this Covenant or 40 years after this Covenant is recorded, whichever is earlier. Until then, the Declarant may transfer or assign this right to any person who is the developer of at least a portion of the real property described in Exhibit "A" or described in Exhibit "B." Any such transfer shall be described in a recorded instrument executed by the Declarant.

Nothing in this Covenant shall require the Declarant or any successor to submit additional property to this Covenant or to develop any of the property described on Exhibit "B" in any manner whatsoever. The Declarant may submit different parcels of property to this Covenant at different times. The Declarant gives no assurances as to the boundaries of the parcels that may be submitted to this Covenant, as to whether such parcels may constitute a portion or the entirety of an Area, as to the order in which the Declarant may submit different parcels of property to this Covenant, or as to whether buildings erected on any additional property submitted to this Covenant will be compatible with other buildings in the Property in terms of architectural style, quality of construction, principal materials employed in construction, or size.

5.2. Additional Covenants and Easements. Any Supplement that the Declarant records may impose additional covenants and easements on the property described in such Supplement; provided, in no event shall a Supplement increase the number of Residential Dwelling Units that may be allocated to an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) above the number originally provided in this Covenant as to such Area (or aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) or otherwise materially alter the provisions of this Covenant as to the property described in such Supplement in a manner that adversely affects the enforceability of the Covenant. Such provisions may be included in a Supplement submitting additional property to this Covenant or may be set forth in a separate Supplement applicable to property previously submitted to this Covenant. If someone other than the Declarant owns the property, then the Supplement must be signed by such Owner evidencing such Owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Covenant as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

5.3. Effect of Filing a Supplement. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Covenant shall assume Enforcement Cost Recovery Assessment liability in accordance with the provisions of this Covenant as supplemented by such Supplement.

## SECTION VI TERMINATION AND AMENDMENT OF COVENANT

6.1. Term and Termination. Except as otherwise permitted by South Carolina law, this Covenant shall have perpetual duration. If South Carolina law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall automatically be extended at the expiration of such period for successive periods of 10 years each. Notwithstanding the above, if any provision of this Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. This Section 6.1 shall not permit termination of any easement created in this Covenant without the consent of the holder of such easement.

6.2. Amendment. Except as otherwise specifically provided above or elsewhere in this Covenant, this Covenant may be amended only by the affirmative vote of the Administrator with the consent of Declarant. Notwithstanding the above, no amendment may remove, revoke, or materially adversely affect an Owner's rights hereunder in effect immediately prior to such amendment or impose any additional economic impact on an Owner without the written consent of such Owner. Any amendment pursuant to this Section 6.2 shall be prepared, executed, certified and recorded on behalf of the Administrator by any officer designated for such purpose or, in the absence of such designation, by the Administrator's President.

6.3 Validity and Effective Date. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of or for the benefit of the Declarant without the written consent of the Declarant (or the assignee of such right or privilege). If an Owner consents to any amendment to this Covenant, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Covenant.

6.4 Exhibits. Exhibits "A," "A-1," "B," "C," and "D" are incorporated by this reference and this Section 6.4 shall govern amendment of those exhibits, except as otherwise specifically provided in this Covenant.

## SECTION VII GENERAL COVENANTS

7.1 Cost of Ownership. Administrator shall not be liable for or bear any costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, and any such costs shall be the responsibility of the Owners thereof. This includes the payment of any and all real estate taxes or assessments levied on the Property by authorized local, county, state or federal officials, and for obtaining any applicable governmental permits and approvals. Nothing in this Covenant shall be construed as giving rise to any right or ability in Administrator to exercise physical or managerial control over the day-to-day operations of the Property, or any of Declarant's or any Owner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the corresponding state statutes.

7.2 Subsequent Liens. No provision of this Covenant should be construed as impairing the ability of the Declarant to use this Property as collateral for a subsequent monetary loan or other form of borrowing.

7.3 Notices/Approvals. Any notices or approval requests required in this Covenant will be sent by registered or certified mail, or commercial overnight carrier, to the following addresses below or to such address as may be hereafter specified by notice in writing

**ADMINISTRATOR:**  
East Edisto Conservancy, Inc.  
201 Sigma Dr., Suite 400  
Summerville, S.C. 29486  
Attn: Mr. Kenneth T. Seeger

**DECLARANT:**



MWV-East Edisto Spring Grove, LLC  
201 Sigma Dr., Suite 400  
Summerville, S.C. 29486  
Attn: Mr. Kenneth T. Seeger

**With copy to:**

Nelson Mullins Riley & Scarborough LLP  
151 Meeting Street, Suite 600  
Charleston, South Carolina 29401  
Attn: Jay S. Claypoole, Esq.

7.4 Severability. In the event any provision of this Covenant is determined by the appropriate court to be void and unenforceable, all remaining terms of this Covenant will remain valid and binding. In the event all or any provision of any other covenant similar to the Covenant and enforced by the Administrator is determined by an appropriate court to be void and unenforceable, this Covenant will remain valid and binding.

7.5 Assignment by Administrator. The benefits of this Covenant are indivisible and may be assigned, in whole but not in part, by the Administrator, only upon the following conditions: (i) the Administrator must require that the Purpose of this Covenant continues to be carried out, and that all funds given, allocated or dedicated for the enforcement of this Covenant remaining with Administrator be transferred to the assignee, and (ii) Declarant must approve the assignee in writing.

7.6 Assignment by Declarant. Declarant may transfer any or all of the Declarant's rights and obligations set forth in this Covenant or the other Governing Documents in whole or in part, temporarily or permanently, to other persons. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under the Governing Documents. No transfer or assignment of the Declarant's status of Declarant shall be effective unless it is in a recorded instrument which the Declarant has signed. Declarant may permit other Persons to exercise, on a one-time or limited basis, any right reserved to the Declarant in this Covenant where the Declarant does not intend to transfer such rights in its entirety. In such case it shall not be necessary to record any written assignment unless desired to evidence Declarant's consent to such exercise. At any time when any of the then person(s) in possession of the Declarant's rights or any of their affiliates are no longer also an Owner, the Declarant's rights (including, but not limited to, the right of Declarant to consent to any action described herein) shall be deemed to have expired and to be of no further force and effect, thereby no longer entitling Declarant to the right described and no longer requiring Declarant's consent to the action described, as the case may be.

7.7 Eminent Domain/Condemnation. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Covenant, the Owner of the taken portion of the Property shall take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for purposes of this Section, proceeds from any lawful sale of the Property unencumbered by the restrictions

hereunder) will be paid to such Owner. In the event a taking does not result in the loss by the Owner of any Allocated Density Unit(s) for the property taken, such Owner may Transfer such Allocated Density Unit to any other Parcel in the same Area (or aggregated group of Areas, in the case of a Parcel located in an aggregated group of Areas pursuant to Table 2.2) as the taken property upon such terms and conditions as the Owner determines.

7.8 Waiver of Rights. Administrator does not waive or forfeit the right to take action as may be necessary to insure compliance with this Covenant by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Administrator for enforcement of this Covenant.

7.9 Warranty of Title. Declarant hereby warrants and represents that Declarant together with any Owner party hereto are seized of the Property in fee simple, subject to those matters set forth on Exhibit "D" hereto.

7.10 Controlling Law. The interpretation and performance of this Covenant shall be governed by the laws of the State of South Carolina where the Property is located.

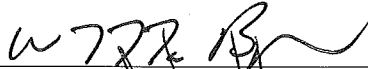

7.11 Counterparts. This Covenant may be executed in multiple counterparts.

7.12 Ambiguities. The Administrator may resolve any ambiguities in the Governing Documents, and the Administrator's reasonable interpretation of an ambiguous provision shall be determinative.

*[Remainder of Page Intentionally Left Blank]*

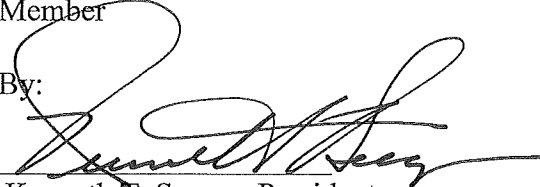
**Signature Pages for Declaration of Covenants, Conditions and Restrictions for the  
Preservation of the Rural Density of East Edisto (Spring Grove)**

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

  
\_\_\_\_\_  
  
\_\_\_\_\_

DECLARANT:


MWV-EAST EDISTO SPRING GROVE, LLC,  
By: MWV-Charleston Land Partners, LLC, its Sole  
Member

By:   
\_\_\_\_\_  
Kenneth T. Seeger, President

STATE OF SOUTH CAROLINA    )  
COUNTY OF BERKELEY        )

I, the undersigned Notary Public, do hereby certify that Kenneth T. Seeger, President of MWV-Charleston Land Partners, LLC, as sole member of MWV-East Edisto Spring Grove, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 3<sup>RD</sup> day of February, 2016

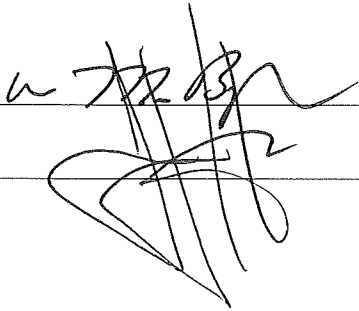
 (L.S.)  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 10.27.2018



**Laura E. Sennett  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
October 27, 2018**


**Signature Pages for Declaration of Covenants, Conditions and Restrictions for the  
Preservation of the Rural Density of East Edisto (Spring Grove)**

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

  
\_\_\_\_\_  
\_\_\_\_\_

ADMINISTRATOR:

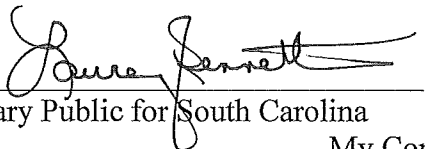
EAST EDISTO CONSERVANCY, INC.

  
Kenneth T. Seeger, President

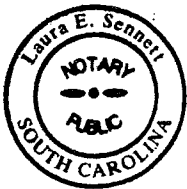
STATE OF SOUTH CAROLINA    )  
COUNTY OF BERKELEY        )

I, the undersigned Notary Public, do hereby certify that Kenneth T. Seeger, President of East Edisto Conservancy, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 3RD day of February, 2016

  
\_\_\_\_\_  
Notary Public for South Carolina (L.S.)

My Commission expires: 10.27.2018



**Laura E. Sennett**  
**NOTARY PUBLIC**  
State of South Carolina  
My Commission Expires  
October 27, 2018

**Exhibit "A"**  
**Description of Property**

**Note to clerk and title examiners.**

The Property is not intended to include, and this Covenant is not intended to create an encumbrance on title to any property not owned by Declarant or an Owner who has joined in the execution of this Covenant.

Sector DCS 02

**PART 1**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF GREENWOOD ROAD, HYDE PARK ROAD AND SPRING GROVE ROAD; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 43°20'08" W, 3773.87' TO THE TRUE POINT OF BEGINNING [N 348,016.69, E 2,198,554.08]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

N 59°57'48" W 799.53' TO A POINT; THENCE  
N 58°08'56" W 14.80' TO A POINT; THENCE  
N 55°14'41" W 14.80' TO A POINT; THENCE  
N 52°20'26" W 14.80' TO A POINT; THENCE  
N 49°26'11" W 14.80' TO A POINT; THENCE  
N 46°31'56" W 14.80' TO A POINT; THENCE  
N 43°37'41" W 14.80' TO A POINT; THENCE  
N 40°43'26" W 14.80' TO A POINT; THENCE  
N 37°49'11" W 14.80' TO A POINT; THENCE  
N 33°36'44" W 347.41' TO A POINT; THENCE  
N 02°27'33" W 254.14' TO A POINT; THENCE  
S 83°44'22" W 147.70' TO A POINT; THENCE  
N 33°33'37" W 182.28' TO A POINT; THENCE  
N 35°25'21" W 14.00' TO A POINT; THENCE  
N 39°09'34" W 27.99' TO A POINT; THENCE  
N 44°08'31" W 27.99' TO A POINT; THENCE  
N 49°07'29" W 27.99' TO A POINT; THENCE  
N 54°06'26" W 27.99' TO A POINT; THENCE  
N 59°05'23" W 27.99' TO A POINT; THENCE  
N 64°04'20" W 27.99' TO A POINT; THENCE  
N 69°03'17" W 27.99' TO A POINT; THENCE  
N 74°02'14" W 27.99' TO A POINT; THENCE  
N 78°49'10" W 287.43' TO A POINT; THENCE  
N 80°30'19" W 35.63' TO A POINT; THENCE  
N 82°41'37" W 35.63' TO A POINT; THENCE  
N 84°52'55" W 35.63' TO A POINT; THENCE  
N 87°04'13" W 35.63' TO A POINT; THENCE

N 88°48'03" W 674.49' TO A POINT; THENCE  
N 87°51'47" W 30.57' TO A POINT; THENCE  
N 86°38'44" W 61.14' TO A POINT; THENCE  
N 85°07'56" W 1020.12' TO A POINT; THENCE  
N 81°50'31" W 9.08' TO A POINT; THENCE  
N 77°04'06" W 9.08' TO A POINT; THENCE  
N 72°17'42" W 9.08' TO A POINT; THENCE  
N 67°31'17" W 9.08' TO A POINT; THENCE  
N 62°44'53" W 9.08' TO A POINT; THENCE  
N 57°58'28" W 9.08' TO A POINT; THENCE  
N 53°12'04" W 9.08' TO A POINT; THENCE  
N 48°25'40" W 9.08' TO A POINT; THENCE  
N 41°47'54" W 146.91' TO A POINT; THENCE  
N 39°33'19" W 18.71' TO A POINT; THENCE  
N 37°27'41" W 18.71' TO A POINT; THENCE  
N 35°22'02" W 18.71' TO A POINT; THENCE  
N 33°16'23" W 18.71' TO A POINT; THENCE  
N 88°39'12" W 111.29' TO A POINT; THENCE  
N 01°44'47" E 1300.15' TO A POINT; THENCE  
N 88°57'28" E 19.09' TO A POINT; THENCE  
N 84°58'02" E 70.64' TO A POINT; THENCE  
S 85°35'14" E 86.54' TO A POINT; THENCE  
N 86°44'53" E 114.77' TO A POINT; THENCE  
N 86°14'25" E 456.71' TO A POINT; THENCE  
N 62°49'08" E 54.16' TO A POINT; THENCE  
N 10°32'21" E 56.95' TO A POINT; THENCE  
N 05°51'22" W 459.43' TO A POINT; THENCE  
N 06°36'17" W 249.05' TO A POINT; THENCE  
N 02°33'50" E 174.65' TO A POINT; THENCE  
N 02°50'48" E 235.97' TO A POINT; THENCE  
N 06°51'35" E 348.85' TO A POINT; THENCE  
N 05°03'51" E 1012.84' TO A POINT; THENCE  
N 81°40'55" W 238.01' TO A POINT; THENCE  
S 84°38'08" W 35.66' TO A POINT; THENCE  
N 70°41'06" W 15.48' TO A POINT; THENCE  
N 07°58'50" W 1743.65' TO A POINT; THENCE  
N 00°58'48" W 3101.98' TO A POINT; THENCE  
S 83°01'14" W 1554.34' TO A POINT; THENCE  
N 01°33'12" E 1005.92' TO A POINT; THENCE  
N 39°08'26" W 24.84' TO A POINT; THENCE  
N 00°08'56" E 589.50' TO A POINT; THENCE  
N 00°08'37" E 51.84' TO A POINT; THENCE  
N 00°08'55" E 1730.78' TO A POINT; THENCE  
N 88°12'42" E 1509.38' TO A POINT; THENCE  
N 87°56'31" E 3325.07' TO A POINT; THENCE  
S 88°35'15" E 316.05' TO A POINT; THENCE



S 18°00'27" W 576.08' TO A POINT; THENCE  
 N 55°53'47" E 468.10' TO A POINT; THENCE  
 N 50°33'22" E 449.02' TO A POINT; THENCE  
 S 89°44'03" E 628.85' TO A POINT; THENCE  
 N 86°56'57" E 262.86' TO A POINT; THENCE  
 N 86°24'41" E 306.49' TO A POINT; THENCE  
 N 85°54'06" E 220.05' TO A POINT; THENCE  
 N 86°44'54" E 979.49' TO A POINT; THENCE  
 N 85°41'47" E 180.46' TO A POINT; THENCE  
 N 85°04'39" E 248.63' TO A POINT; THENCE  
 N 89°19'26" E 211.06' TO A POINT; THENCE  
 S 89°40'03" E 138.25' TO A POINT; THENCE  
 S 82°32'00" E 96.98' TO A POINT; THENCE  
 S 71°11'38" E 73.25' TO A POINT; THENCE  
 S 65°43'28" E 197.14' TO A POINT; THENCE  
 N 85°44'03" E 22.00' TO A POINT; THENCE  
 N 74°42'25" E 317.45' TO A POINT; THENCE  
 S 69°53'31" E 264.34' TO A POINT; THENCE  
 S 17°21'24" E 1293.60' TO A POINT; THENCE  
 S 41°01'24" E 2112.00' TO A POINT; THENCE  
 S 59°28'36" W 745.14' TO A POINT; THENCE  
 N 76°01'22" W 24.42' TO A POINT; THENCE  
 S 49°13'37" W 1945.68' TO A POINT; THENCE  
 S 03°06'25" W 263.25' TO A POINT OF CURVATURE; THENCE  
 1319.54' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS  
 OF 1256.78', A CENTRAL ANGLE OF 60°09'26", AND A CHORD BEARING AND  
 DISTANCE OF S 55°31'42" W, 1259.76' TO A POINT; THENCE  
 S 52°03'04" W 716.49' TO A POINT; THENCE  
 S 51°25'09" W 69.65' TO A POINT; THENCE  
 S 71°02'22" W 67.91' TO A POINT; THENCE  
 S 78°16'56" W 1155.69' TO A POINT; THENCE  
 S 79°11'33" W 590.26' TO A POINT; THENCE  
 S 04°06'18" W 250.48' TO A POINT; THENCE  
 S 03°10'41" W 569.81' TO A POINT; THENCE  
 N 82°47'47" W 205.58' TO A POINT; THENCE  
 N 84°35'39" W 471.69' TO A POINT; THENCE  
 S 14°36'10" W 1366.50' TO A POINT; THENCE  
 S 18°38'23" W 108.55' TO A POINT; THENCE  
 S 75°40'32" E 666.37' TO A POINT; THENCE  
 N 86°53'33" E 310.38' TO A POINT; THENCE  
 S 06°55'03" W 1049.15' TO A POINT; THENCE  
 S 84°44'15" E 1118.22' TO A POINT; THENCE  
 S 17°38'51" E 6.87' TO A POINT; THENCE  
 S 18°47'58" E 1610.09' TO A POINT; THENCE  
 S 54°46'27" W 1223.53' TO A POINT; THENCE  
 S 53°46'01" W 32.93' TO A POINT; THENCE

S 52°26'51" W 32.93' TO A POINT; THENCE  
S 51°07'40" W 32.93' TO A POINT; THENCE  
S 49°48'30" W 32.93' TO A POINT; THENCE  
S 48°29'19" W 32.93' TO A POINT; THENCE  
S 47°10'09" W 32.93' TO A POINT; THENCE  
S 45°50'58" W 32.93' TO A POINT; THENCE  
S 44°31'48" W 32.93' TO A POINT; THENCE  
S 43°12'37" W 32.93' TO A POINT; THENCE  
S 41°53'27" W 32.93' TO A POINT; THENCE  
S 40°34'16" W 32.93' TO A POINT; THENCE  
S 39°15'06" W 32.93' TO A POINT; THENCE  
S 37°55'55" W 32.93' TO A POINT; THENCE  
S 36°36'45" W 32.93' TO A POINT; THENCE  
S 35°17'34" W 32.93' TO A POINT; THENCE  
S 33°58'24" W 32.93' TO A POINT; THENCE  
S 32°39'14" W 32.93' TO A POINT; THENCE  
S 30°46'07" W 1624.04' TO THE POINT OF BEGINNING, CONTAINING 1967.48 ACRES  
OF LAND MORE OR LESS.

**PART 2**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF GREENWOOD ROAD, HYDE PARK ROAD AND SPRING GROVE ROAD; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 78°22'09" W, 6677.83' TO THE TRUE POINT OF BEGINNING [N 349,415.31, E 2,194,603.25]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

N 87°54'43" E 253.88' TO A POINT; THENCE  
S 80°23'43" E 66.18' TO A POINT; THENCE  
S 85°07'48" E 1014.35' TO A POINT; THENCE  
S 86°06'46" E 31.56' TO A POINT; THENCE  
S 87°19'49" E 63.12' TO A POINT; THENCE  
S 88°48'00" E 674.14' TO A POINT; THENCE  
S 87°24'44" E 32.96' TO A POINT; THENCE  
S 85°13'26" E 32.96' TO A POINT; THENCE  
S 83°02'08" E 32.96' TO A POINT; THENCE  
S 80°50'50" E 32.96' TO A POINT; THENCE  
S 78°52'56" E 281.53' TO A POINT; THENCE  
S 76°59'45" E 10.96' TO A POINT; THENCE  
S 73°15'32" E 21.91' TO A POINT; THENCE  
S 68°16'35" E 21.91' TO A POINT; THENCE  
S 63°17'37" E 21.91' TO A POINT; THENCE  
S 58°18'40" E 21.91' TO A POINT; THENCE  
S 53°19'43" E 21.91' TO A POINT; THENCE  
S 48°20'46" E 21.91' TO A POINT; THENCE  
S 43°21'49" E 21.91' TO A POINT; THENCE

S 38°22'52" E 21.91' TO A POINT; THENCE  
S 33°36'21" E 231.70' TO A POINT; THENCE  
S 83°44'22" W 467.68' TO A POINT; THENCE  
S 85°19'06" W 395.87' TO A POINT; THENCE  
S 15°03'16" E 810.50' TO A POINT; THENCE  
S 14°24'37" E 189.74' TO A POINT; THENCE  
S 82°56'37" W 650.97' TO A POINT; THENCE  
S 80°32'55" W 1209.12' TO A POINT; THENCE  
N 14°44'10" W 18.08' TO A POINT; THENCE  
N 00°06'04" E 581.76' TO A POINT; THENCE  
N 05°02'03" W 1197.28' TO A POINT; THENCE  
N 89°13'45" W 237.44' TO THE POINT OF BEGINNING, CONTAINING 69.27 ACRES OF  
LAND MORE OR LESS.

**PART 3**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF  
GREENWOOD ROAD, HYDE PARK ROAD AND SPRING GROVE ROAD; THENCE  
DEPARTING SAID INTERSECTION AND CONTINUING S 61°09'25" W, 4145.04' TO THE  
TRUE POINT OF BEGINNING [N 348,761.99, E 2,197,513.14]; THENCE DEPARTING  
SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND  
DISTANCES:

S 33°33'19" E 354.84' TO A POINT; THENCE  
S 35°22'09" E 18.35' TO A POINT; THENCE  
S 38°16'24" E 18.35' TO A POINT; THENCE  
S 41°10'39" E 18.35' TO A POINT; THENCE  
S 44°04'54" E 18.35' TO A POINT; THENCE  
S 46°59'09" E 18.35' TO A POINT; THENCE  
S 49°53'24" E 18.35' TO A POINT; THENCE  
S 52°47'39" E 18.35' TO A POINT; THENCE  
S 55°41'54" E 18.35' TO A POINT; THENCE  
S 59°46'28" E 131.87' TO A POINT; THENCE  
S 08°35'37" E 182.32' TO A POINT; THENCE  
S 21°23'44" E 94.12' TO A POINT; THENCE  
S 83°22'45" W 445.02' TO A POINT; THENCE  
N 02°27'33" W 784.15' TO THE POINT OF BEGINNING, CONTAINING 4.47 ACRES OF  
LAND MORE OR LESS.

**PART 4**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF  
GREENWOOD ROAD, HYDE PARK ROAD AND SPRING GROVE ROAD; THENCE  
DEPARTING SAID INTERSECTION AND CONTINUING S 40°24'30" W, 4542.78' TO THE  
TRUE POINT OF BEGINNING [N 347,302.54, E 2,198,199.20]; THENCE DEPARTING  
SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND  
DISTANCES:

S 58°44'22" E 286.00' TO A POINT; THENCE  
N 30°15'38" E 734.00' TO A POINT; THENCE  
S 61°59'22" E 1463.00' TO A POINT; THENCE  
N 50°50'38" E 627.00' TO A POINT; THENCE  
N 51°02'34" E 761.29' TO A POINT; THENCE  
N 62°56'43" W 57.06' TO A POINT; THENCE  
N 53°49'20" E 79.47' TO A POINT; THENCE  
S 89°44'17" E 50.07' TO A POINT; THENCE  
S 64°21'07" E 77.30' TO A POINT; THENCE  
S 55°59'17" E 67.09' TO A POINT; THENCE  
S 39°30'32" E 240.92' TO A POINT; THENCE  
N 36°29'56" E 95.61' TO A POINT; THENCE  
N 34°03'18" E 248.54' TO A POINT; THENCE  
S 62°00'21" E 330.24' TO A POINT; THENCE  
S 10°56'58" W 422.08' TO A POINT; THENCE  
N 89°21'09" E 324.13' TO A POINT; THENCE  
S 35°14'35" E 77.98' TO A POINT; THENCE  
S 34°47'49" E 205.71' TO A POINT; THENCE  
S 18°31'18" E 79.58' TO A POINT; THENCE  
S 80°04'28" E 178.66' TO A POINT; THENCE  
N 27°14'59" E 158.43' TO A POINT; THENCE  
N 66°44'33" E 343.73' TO A POINT; THENCE  
S 55°12'22" E 373.23' TO A POINT; THENCE  
S 22°01'05" E 361.94' TO A POINT; THENCE  
S 26°01'47" E 249.24' TO A POINT; THENCE  
S 24°46'31" E 149.14' TO A POINT; THENCE  
S 08°45'15" E 47.98' TO A POINT; THENCE  
S 07°49'55" W 65.46' TO A POINT; THENCE  
S 38°58'07" W 84.82' TO A POINT; THENCE  
S 59°26'43" W 1022.37' TO A POINT; THENCE  
S 64°47'29" W 111.88' TO A POINT; THENCE  
S 48°21'58" W 1503.04' TO A POINT; THENCE  
S 47°21'58" W 1039.50' TO A POINT; THENCE  
S 48°21'58" W 330.00' TO A POINT; THENCE  
S 49°21'58" W 528.00' TO A POINT; THENCE  
S 48°21'58" W 165.00' TO A POINT; THENCE  
S 50°21'58" W 429.00' TO A POINT; THENCE  
N 44°08'28" W 1523.52' TO A POINT; THENCE  
N 50°43'51" W 306.24' TO A POINT; THENCE  
N 42°13'51" W 284.46' TO A POINT; THENCE  
N 46°28'51" W 271.92' TO A POINT; THENCE  
N 46°51'33" W 976.35' TO A POINT; THENCE  
N 18°05'08" E 60.05' TO A POINT; THENCE  
N 19°33'37" E 60.05' TO A POINT; THENCE  
N 21°02'05" E 60.05' TO A POINT; THENCE

N 22°30'33" E 60.05' TO A POINT; THENCE  
N 23°59'01" E 60.05' TO A POINT; THENCE  
N 25°27'29" E 60.05' TO A POINT; THENCE  
N 26°55'57" E 60.05' TO A POINT; THENCE  
N 28°24'25" E 60.05' TO A POINT; THENCE  
N 29°52'53" E 60.05' TO A POINT; THENCE  
N 30°45'23" E 925.70' TO A POINT; THENCE  
S 59°14'35" E 409.70' TO A POINT; THENCE  
N 30°45'25" E 208.50' TO A POINT; THENCE  
N 59°14'35" W 409.70' TO A POINT; THENCE  
N 30°45'25" E 394.38' TO THE POINT OF BEGINNING, CONTAINING 387.73 ACRES OF  
LAND MORE OR LESS.

**PART 5**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF  
GREENWOOD ROAD, HYDE PARK ROAD AND SPRING GROVE ROAD; THENCE  
DEPARTING SAID INTERSECTION AND CONTINUING N 54°42'02" E, 1176.28' TO THE  
TRUE POINT OF BEGINNING [N 351,441.32, E 2,202,103.99]; THENCE DEPARTING  
SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND  
DISTANCES:

N 49°30'40" E 22.73' TO A POINT; THENCE  
N 45°23'09" E 96.26' TO A POINT; THENCE  
N 30°20'22" E 145.40' TO A POINT; THENCE  
N 21°48'05" E 298.01' TO A POINT; THENCE  
N 26°10'01" E 79.92' TO A POINT; THENCE  
N 38°24'11" E 109.32' TO A POINT; THENCE  
N 55°24'29" E 90.86' TO A POINT; THENCE  
N 66°36'41" E 1067.06' TO A POINT; THENCE  
N 71°00'28" E 128.62' TO A POINT; THENCE  
N 76°30'49" E 70.90' TO A POINT; THENCE  
S 22°53'16" E 212.94' TO A POINT; THENCE  
S 13°25'44" E 898.11' TO A POINT; THENCE  
S 16°13'26" E 473.20' TO A POINT; THENCE  
S 17°28'26" E 401.75' TO A POINT; THENCE  
S 16°22'51" E 726.93' TO A POINT; THENCE  
S 65°28'02" E 1414.80' TO A POINT; THENCE  
S 65°35'07" E 676.15' TO A POINT; THENCE  
N 19°49'50" E 296.02' TO A POINT; THENCE  
S 71°41'40" E 95.61' TO A POINT; THENCE  
S 73°59'48" E 2078.53' TO A POINT; THENCE  
N 47°07'58" E 294.03' TO A POINT; THENCE  
N 48°14'36" E 297.91' TO A POINT; THENCE  
N 42°38'17" E 297.21' TO A POINT; THENCE  
N 47°01'41" E 400.96' TO A POINT; THENCE  
N 48°04'44" E 350.49' TO A POINT; THENCE

N 33°40'26" W 686.48' TO A POINT; THENCE  
N 81°53'24" E 35.01' TO A POINT; THENCE  
N 83°05'44" E 2029.43' TO A POINT; THENCE  
N 83°28'17" E 684.38' TO A POINT; THENCE  
N 68°49'35" E 61.99' TO A POINT; THENCE  
N 50°41'22" E 45.33' TO A POINT; THENCE  
N 14°43'59" E 722.31' TO A POINT; THENCE  
N 45°46'17" E 775.08' TO A POINT; THENCE  
N 44°51'43" W 1444.08' TO A POINT; THENCE  
N 45°28'17" E 2386.56' TO A POINT; THENCE  
N 03°19'07" E 3624.41' TO A POINT; THENCE  
S 79°31'55" E 981.45' TO A POINT; THENCE  
S 79°02'41" E 262.96' TO A POINT; THENCE  
N 31°01'03" E 368.85' TO A POINT; THENCE  
N 20°23'59" E 249.88' TO A POINT; THENCE  
N 27°00'50" E 985.31' TO A POINT; THENCE  
S 80°26'27" E 2572.49' TO A POINT; THENCE  
S 16°18'27" E 4420.64' TO A POINT; THENCE  
N 89°36'33" E 2400.33' TO A POINT; THENCE  
S 68°41'33" W 2117.94' TO A POINT; THENCE  
S 44°18'27" E 2647.26' TO A POINT; THENCE  
N 72°11'33" E 2335.53' TO A POINT; THENCE  
S 34°54'59" E 476.34' TO A POINT; THENCE  
S 20°15'12" E 135.34' TO A POINT; THENCE  
S 30°23'03" E 66.08' TO A POINT; THENCE  
S 25°17'38" E 62.65' TO A POINT; THENCE  
S 34°42'29" E 2199.24' TO A POINT; THENCE  
S 34°44'42" E 516.49' TO A POINT; THENCE  
S 33°49'26" E 1932.96' TO A POINT; THENCE  
S 50°38'24" W 291.86' TO A POINT; THENCE  
S 42°06'36" E 275.16' TO A POINT; THENCE  
S 35°35'28" W 351.34' TO A POINT; THENCE  
N 39°48'20" W 143.95' TO A POINT; THENCE  
N 50°46'12" W 279.54' TO A POINT; THENCE  
N 29°39'03" E 202.54' TO A POINT; THENCE  
N 03°15'30" W 248.09' TO A POINT; THENCE  
S 74°40'16" W 704.59' TO A POINT; THENCE  
S 65°36'31" W 435.51' TO A POINT; THENCE  
S 60°38'32" W 159.35' TO A POINT; THENCE  
S 72°53'50" W 118.07' TO A POINT; THENCE  
N 26°33'54" W 77.64' TO A POINT; THENCE  
N 35°50'16" E 192.74' TO A POINT; THENCE  
N 54°50'08" E 109.23' TO A POINT; THENCE  
N 20°59'15" E 159.02' TO A POINT; THENCE  
N 63°17'55" W 180.02' TO A POINT; THENCE  
N 86°49'13" W 116.39' TO A POINT; THENCE



S 87°02'45" W 70.28' TO A POINT; THENCE  
S 79°58'25" W 598.10' TO A POINT; THENCE  
N 34°58'54" W 248.80' TO A POINT; THENCE  
N 00°05'52" E 196.48' TO A POINT; THENCE  
N 37°12'59" W 201.87' TO A POINT; THENCE  
S 43°26'43" W 300.48' TO A POINT; THENCE  
S 01°24'11" W 282.44' TO A POINT; THENCE  
S 29°37'30" W 740.07' TO A POINT; THENCE  
S 12°57'41" W 362.12' TO A POINT; THENCE  
N 89°40'14" W 133.97' TO A POINT; THENCE  
S 28°28'18" W 91.97' TO A POINT; THENCE  
S 43°56'55" E 86.81' TO A POINT; THENCE  
S 16°27'24" W 54.36' TO A POINT; THENCE  
S 60°15'18" W 171.18' TO A POINT; THENCE  
S 52°18'21" W 33.25' TO A POINT; THENCE  
N 75°27'14" W 234.29' TO A POINT; THENCE  
S 31°59'42" W 148.32' TO A POINT; THENCE  
S 13°22'52" E 147.96' TO A POINT; THENCE  
S 51°50'34" W 19.15' TO A POINT; THENCE  
S 10°47'03" W 70.38' TO A POINT; THENCE  
S 81°17'31" W 99.82' TO A POINT; THENCE  
N 40°27'14" W 85.45' TO A POINT; THENCE  
S 76°36'39" W 195.06' TO A POINT; THENCE  
S 23°19'10" W 150.65' TO A POINT; THENCE  
S 62°55'41" E 140.26' TO A POINT; THENCE  
S 69°33'38" W 170.06' TO A POINT; THENCE  
S 71°08'50" W 132.10' TO A POINT; THENCE  
S 74°07'54" W 343.96' TO A POINT; THENCE  
S 75°30'02" W 109.91' TO A POINT; THENCE  
S 61°10'55" W 130.20' TO A POINT; THENCE  
S 39°46'30" W 55.36' TO A POINT; THENCE  
S 35°03'18" W 258.74' TO A POINT; THENCE  
S 37°10'21" W 78.87' TO A POINT; THENCE  
S 25°14'42" W 262.45' TO A POINT; THENCE  
S 26°46'41" W 152.42' TO A POINT; THENCE  
S 46°39'53" W 614.20' TO A POINT; THENCE  
S 56°15'43" W 430.90' TO A POINT; THENCE  
S 69°27'26" W 389.27' TO A POINT; THENCE  
S 29°28'46" W 160.34' TO A POINT; THENCE  
S 31°15'38" E 262.96' TO A POINT; THENCE  
S 04°38'08" E 128.89' TO A POINT; THENCE  
S 67°40'17" W 210.21' TO A POINT; THENCE  
N 64°17'33" W 269.76' TO A POINT; THENCE  
N 71°50'03" W 233.88' TO A POINT; THENCE  
S 49°14'11" W 132.95' TO A POINT; THENCE  
S 26°04'50" E 367.26' TO A POINT; THENCE

S 70°01'01" E 182.89' TO A POINT; THENCE  
N 83°03'56" E 388.26' TO A POINT; THENCE  
S 02°23'09" E 196.28' TO A POINT; THENCE  
N 88°44'19" E 240.60' TO A POINT; THENCE  
S 05°56'19" W 60.87' TO A POINT; THENCE  
S 89°15'30" W 1101.54' TO A POINT; THENCE  
S 88°50'06" W 998.00' TO A POINT; THENCE  
N 04°09'54" W 3215.00' TO A POINT; THENCE  
S 68°41'31" W 1435.00' TO A POINT; THENCE  
S 77°58'09" W 1058.87' TO A POINT; THENCE  
S 12°38'01" E 3213.59' TO A POINT; THENCE  
S 21°47'45" E 439.70' TO A POINT; THENCE  
S 49°05'08" W 103.57' TO A POINT; THENCE  
S 60°15'18" W 139.97' TO A POINT; THENCE  
N 80°55'47" W 83.34' TO A POINT; THENCE  
S 76°58'48" W 173.91' TO A POINT; THENCE  
S 56°36'04" W 150.19' TO A POINT; THENCE  
S 29°44'11" W 114.73' TO A POINT; THENCE  
N 68°57'45" W 120.91' TO A POINT; THENCE  
S 81°34'23" W 188.46' TO A POINT; THENCE  
S 82°48'01" W 117.67' TO A POINT; THENCE  
S 83°39'35" W 88.00' TO A POINT; THENCE  
S 49°45'49" W 147.82' TO A POINT; THENCE  
S 69°26'38" W 222.50' TO A POINT; THENCE  
S 83°25'05" W 227.19' TO A POINT; THENCE  
S 77°00'19" W 69.19' TO A POINT; THENCE  
S 71°02'37" W 143.83' TO A POINT; THENCE  
S 62°37'24" W 600.84' TO A POINT; THENCE  
S 25°14'29" W 110.86' TO A POINT; THENCE  
S 36°13'20" W 140.34' TO A POINT; THENCE  
S 56°59'50" W 106.40' TO A POINT; THENCE  
S 49°34'39" E 76.47' TO A POINT; THENCE  
S 53°26'12" E 285.94' TO A POINT; THENCE  
S 18°20'10" E 120.60' TO A POINT; THENCE  
S 25°28'51" W 47.44' TO A POINT; THENCE  
S 81°16'53" W 84.25' TO A POINT; THENCE  
N 44°29'30" W 164.85' TO A POINT; THENCE  
S 18°54'33" W 92.48' TO A POINT; THENCE  
S 58°30'09" W 207.75' TO A POINT; THENCE  
S 23°41'33" W 114.32' TO A POINT; THENCE  
N 89°24'07" W 139.58' TO A POINT; THENCE  
S 16°12'36" W 95.77' TO A POINT; THENCE  
S 27°06'34" W 112.34' TO A POINT; THENCE  
S 28°35'41" W 78.08' TO A POINT; THENCE  
S 52°27'10" W 167.27' TO A POINT; THENCE  
N 88°40'38" W 143.09' TO A POINT; THENCE

N 43°46'04" W 169.01' TO A POINT; THENCE  
N 04°42'43" E 266.03' TO A POINT; THENCE  
S 87°05'01" W 70.20' TO A POINT; THENCE  
S 85°31'50" W 76.67' TO A POINT; THENCE  
S 65°13'29" W 248.57' TO A POINT; THENCE  
S 38°59'28" W 234.54' TO A POINT; THENCE  
S 58°34'14" W 336.70' TO A POINT; THENCE  
N 75°57'50" W 115.45' TO A POINT; THENCE  
S 53°07'48" W 86.81' TO A POINT; THENCE  
S 23°37'46" E 151.60' TO A POINT; THENCE  
S 08°07'48" W 122.76' TO A POINT; THENCE  
S 35°13'03" W 160.49' TO A POINT; THENCE  
S 38°55'25" W 95.78' TO A POINT; THENCE  
S 39°54'33" W 86.14' TO A POINT; THENCE  
S 76°17'15" E 55.19' TO A POINT; THENCE  
S 77°45'42" E 64.53' TO A POINT; THENCE  
S 60°27'55" E 71.75' TO A POINT; THENCE  
S 00°49'30" W 194.12' TO A POINT; THENCE  
S 46°03'05" W 86.81' TO A POINT; THENCE  
N 48°02'03" W 152.30' TO A POINT; THENCE  
S 34°56'38" W 554.22' TO A POINT; THENCE  
S 53°42'00" W 91.31' TO A POINT; THENCE  
S 11°18'20" E 105.41' TO A POINT; THENCE  
S 37°35'39" W 147.57' TO A POINT; THENCE  
S 49°36'52" E 61.14' TO A POINT; THENCE  
S 52°22'09" E 212.12' TO A POINT; THENCE  
S 74°04'16" E 42.30' TO A POINT; THENCE  
S 76°34'20" E 51.06' TO A POINT; THENCE  
N 65°29'29" E 188.00' TO A POINT; THENCE  
S 60°05'03" E 83.53' TO A POINT; THENCE  
S 20°43'57" W 142.87' TO A POINT; THENCE  
S 73°18'57" W 97.14' TO A POINT; THENCE  
S 75°22'07" W 147.49' TO A POINT; THENCE  
N 74°20'50" W 139.41' TO A POINT; THENCE  
N 13°20'09" W 111.12' TO A POINT; THENCE  
N 59°38'45" W 165.23' TO A POINT; THENCE  
N 30°54'17" W 141.73' TO A POINT; THENCE  
S 44°36'50" W 69.54' TO A POINT; THENCE  
S 46°15'06" W 62.63' TO A POINT; THENCE  
S 22°33'27" E 47.08' TO A POINT; THENCE  
S 31°11'39" E 43.23' TO A POINT; THENCE  
S 23°15'51" E 40.74' TO A POINT; THENCE  
S 13°15'55" E 20.40' TO A POINT; THENCE  
S 09°37'00" W 52.76' TO A POINT; THENCE  
S 41°14'59" W 29.85' TO A POINT; THENCE  
S 71°15'01" W 25.88' TO A POINT; THENCE

N 80°37'31" W 29.93' TO A POINT; THENCE  
N 38°00'24" W 31.82' TO A POINT; THENCE  
N 23°30'22" W 32.66' TO A POINT; THENCE  
N 15°41'32" W 26.17' TO A POINT; THENCE  
N 37°57'56" W 29.59' TO A POINT; THENCE  
N 71°17'26" W 57.78' TO A POINT; THENCE  
N 75°47'39" W 17.82' TO A POINT; THENCE  
N 68°25'10" W 49.27' TO A POINT; THENCE  
N 35°16'15" W 31.79' TO A POINT; THENCE  
S 29°08'29" W 16.74' TO A POINT; THENCE  
S 28°13'06" E 208.11' TO A POINT; THENCE  
S 38°55'35" W 52.49' TO A POINT; THENCE  
N 76°25'11" W 84.89' TO A POINT; THENCE  
S 28°21'38" W 52.85' TO A POINT; THENCE  
S 47°07'42" E 133.02' TO A POINT; THENCE  
S 30°40'26" W 88.70' TO A POINT; THENCE  
N 82°14'20" W 84.71' TO A POINT; THENCE  
N 37°39'58" W 95.19' TO A POINT; THENCE  
N 84°19'25" W 65.64' TO A POINT; THENCE  
S 36°18'33" W 46.70' TO A POINT; THENCE  
S 07°31'04" E 45.31' TO A POINT; THENCE  
S 64°01'12" E 120.14' TO A POINT; THENCE  
S 41°43'28" E 89.48' TO A POINT; THENCE  
S 33°11'28" W 89.65' TO A POINT; THENCE  
N 78°35'14" W 152.44' TO A POINT; THENCE  
N 60°35'37" W 175.77' TO A POINT; THENCE  
S 48°59'14" W 81.30' TO A POINT; THENCE  
S 25°08'39" E 44.71' TO A POINT; THENCE  
S 29°28'42" E 39.48' TO A POINT; THENCE  
S 17°57'11" W 97.32' TO A POINT; THENCE  
S 14°05'43" E 84.62' TO A POINT; THENCE  
S 40°01'52" W 118.58' TO A POINT; THENCE  
S 68°07'33" W 320.05' TO A POINT; THENCE  
S 27°44'27" E 62.17' TO A POINT; THENCE  
S 67°05'01" W 189.83' TO A POINT; THENCE  
S 29°01'25" E 139.67' TO A POINT; THENCE  
S 67°55'30" W 986.04' TO A POINT; THENCE  
N 27°13'44" W 833.69' TO A POINT; THENCE  
S 55°46'16" W 420.00' TO A POINT; THENCE  
N 33°13'43" W 993.72' TO A POINT; THENCE  
S 52°33'12" W 803.70' TO A POINT; THENCE  
S 50°38'12" W 905.14' TO A POINT; THENCE  
N 05°58'21" W 269.92' TO A POINT; THENCE  
N 55°59'33" W 211.79' TO A POINT; THENCE  
N 14°18'22" W 118.84' TO A POINT; THENCE  
N 64°35'54" W 149.17' TO A POINT; THENCE

N 14°49'25" W 221.91' TO A POINT; THENCE  
N 32°22'40" E 269.44' TO A POINT; THENCE  
N 49°25'57" W 485.05' TO A POINT; THENCE  
N 30°04'35" E 42.01' TO A POINT; THENCE  
N 27°56'19" E 806.66' TO A POINT; THENCE  
N 83°04'07" W 182.06' TO A POINT; THENCE  
N 65°46'00" W 443.84' TO A POINT; THENCE  
N 74°42'40" W 336.32' TO A POINT; THENCE  
N 34°54'10" W 528.06' TO A POINT; THENCE  
N 54°14'49" E 116.15' TO A POINT; THENCE  
N 55°56'58" W 608.27' TO A POINT; THENCE  
N 87°14'50" W 155.05' TO A POINT; THENCE  
N 56°03'40" W 124.07' TO A POINT; THENCE  
N 43°18'35" W 388.70' TO A POINT; THENCE  
S 82°12'35" W 310.80' TO A POINT; THENCE  
N 45°04'38" W 83.71' TO A POINT; THENCE  
N 54°02'03" W 36.99' TO A POINT; THENCE  
N 67°13'04" W 31.60' TO A POINT; THENCE  
S 62°36'22" W 44.33' TO A POINT; THENCE  
S 37°51'38" W 48.58' TO A POINT; THENCE  
S 47°40'46" W 56.30' TO A POINT; THENCE  
S 44°35'43" W 72.84' TO A POINT; THENCE  
N 06°06'30" W 427.47' TO A POINT; THENCE  
N 03°11'30" W 501.60' TO A POINT; THENCE  
S 71°26'30" E 1495.56' TO A POINT; THENCE  
N 48°03'30" E 103.71' TO A POINT; THENCE  
N 82°07'04" E 64.76' TO A POINT; THENCE  
S 61°52'30" E 56.00' TO A POINT; THENCE  
S 81°55'14" E 72.11' TO A POINT; THENCE  
S 35°37'30" E 30.16' TO A POINT; THENCE  
S 21°33'03" E 72.73' TO A POINT; THENCE  
S 39°42'47" W 35.21' TO A POINT; THENCE  
S 46°16'16" W 31.94' TO A POINT; THENCE  
S 24°52'44" W 63.96' TO A POINT; THENCE  
S 48°20'21" E 1034.53' TO A POINT; THENCE  
S 59°58'23" E 603.76' TO A POINT; THENCE  
S 48°47'41" E 212.41' TO A POINT; THENCE  
S 76°52'38" E 224.09' TO A POINT; THENCE  
S 57°35'01" E 271.64' TO A POINT; THENCE  
N 88°06'51" E 298.47' TO A POINT; THENCE  
S 52°55'34" E 430.68' TO A POINT; THENCE  
S 29°46'47" E 141.94' TO A POINT; THENCE  
N 88°38'15" E 87.06' TO A POINT; THENCE  
N 16°07'32" E 493.04' TO A POINT; THENCE  
N 82°05'04" E 121.63' TO A POINT; THENCE  
N 66°51'43" E 125.83' TO A POINT; THENCE

N 17°14'26" E 247.67' TO A POINT; THENCE  
N 26°25'23" E 263.58' TO A POINT; THENCE  
N 10°26'26" E 197.53' TO A POINT; THENCE  
N 61°29'01" W 262.18' TO A POINT; THENCE  
N 13°25'05" E 117.51' TO A POINT; THENCE  
N 73°09'07" E 103.85' TO A POINT; THENCE  
S 73°58'32" E 163.93' TO A POINT; THENCE  
S 45°33'20" E 263.12' TO A POINT; THENCE  
N 49°06'34" E 260.35' TO A POINT; THENCE  
S 81°12'49" E 314.68' TO A POINT; THENCE  
N 72°49'03" E 136.36' TO A POINT; THENCE  
S 61°35'27" E 266.02' TO A POINT; THENCE  
S 88°04'14" E 548.61' TO A POINT; THENCE  
N 59°04'19" E 389.23' TO A POINT; THENCE  
N 88°16'14" E 183.44' TO A POINT; THENCE  
N 65°22'47" E 308.17' TO A POINT; THENCE  
N 38°30'07" E 181.70' TO A POINT; THENCE  
N 21°57'27" W 121.70' TO A POINT; THENCE  
N 00°02'24" E 191.23' TO A POINT; THENCE  
N 27°20'36" E 431.66' TO A POINT; THENCE  
N 57°57'15" E 174.86' TO A POINT; THENCE  
N 04°39'19" E 291.49' TO A POINT; THENCE  
N 39°55'37" E 292.90' TO A POINT; THENCE  
N 56°47'03" E 135.18' TO A POINT; THENCE  
N 04°41'32" E 526.79' TO A POINT; THENCE  
N 20°49'36" W 468.63' TO A POINT; THENCE  
N 42°09'31" W 222.33' TO A POINT; THENCE  
N 27°29'34" W 127.17' TO A POINT; THENCE  
N 09°17'16" W 158.56' TO A POINT; THENCE  
N 72°48'49" W 135.55' TO A POINT; THENCE  
N 43°30'52" W 114.59' TO A POINT; THENCE  
N 04°00'30" W 126.07' TO A POINT; THENCE  
N 55°11'47" W 228.03' TO A POINT; THENCE  
N 27°56'57" W 222.03' TO A POINT; THENCE  
N 18°20'53" W 283.64' TO A POINT; THENCE  
N 06°45'38" W 42.15' TO A POINT; THENCE  
N 52°23'37" W 75.66' TO A POINT; THENCE  
N 21°28'47" W 1127.71' TO A POINT; THENCE  
N 68°24'18" W 817.73' TO A POINT; THENCE  
N 30°40'14" W 342.04' TO A POINT; THENCE  
N 73°40'25" W 99.12' TO A POINT; THENCE  
N 89°31'00" W 591.04' TO A POINT; THENCE  
N 89°13'15" W 224.15' TO A POINT; THENCE  
N 19°19'01" W 247.53' TO A POINT; THENCE  
N 04°52'48" E 242.34' TO A POINT; THENCE  
N 54°10'53" E 138.11' TO A POINT; THENCE



N 19°42'18" W 71.88' TO A POINT; THENCE  
N 68°45'19" W 550.35' TO A POINT; THENCE  
S 73°54'50" W 247.15' TO A POINT; THENCE  
S 31°24'21" W 203.88' TO A POINT; THENCE  
S 85°33'20" W 132.80' TO A POINT; THENCE  
N 42°38'45" W 549.88' TO A POINT; THENCE  
N 78°10'01" W 900.70' TO A POINT; THENCE  
S 22°18'56" W 160.45' TO A POINT; THENCE  
N 76°15'59" W 298.60' TO A POINT; THENCE  
N 89°10'22" W 212.20' TO A POINT; THENCE  
N 70°02'39" W 283.33' TO A POINT; THENCE  
S 35°21'25" W 85.60' TO A POINT; THENCE  
S 61°09'45" W 90.90' TO A POINT; THENCE  
N 52°22'37" W 311.22' TO A POINT; THENCE  
S 74°45'02" W 296.72' TO A POINT; THENCE  
N 89°01'34" W 143.65' TO A POINT; THENCE  
S 63°09'15" W 118.07' TO A POINT; THENCE  
S 86°06'50" W 491.36' TO A POINT; THENCE  
S 54°46'59" W 113.79' TO A POINT; THENCE  
N 81°55'13" W 270.88' TO A POINT; THENCE  
N 67°54'40" W 256.48' TO A POINT; THENCE  
S 52°07'59" W 394.93' TO A POINT; THENCE  
N 42°11'45" W 117.15' TO A POINT; THENCE  
N 42°30'50" W 271.45' TO A POINT; THENCE  
N 43°08'20" W 120.29' TO A POINT; THENCE  
N 42°23'30" E 284.45' TO A POINT; THENCE  
N 37°41'22" W 874.55' TO A POINT; THENCE  
N 02°59'24" W 203.41' TO A POINT; THENCE  
N 08°43'23" E 196.07' TO A POINT; THENCE  
N 68°03'27" W 96.56' TO A POINT; THENCE  
N 06°14'18" W 307.82' TO A POINT; THENCE  
N 20°43'49" E 418.31' TO A POINT; THENCE  
N 52°07'54" W 265.87' TO A POINT; THENCE  
N 06°25'24" W 692.18' TO A POINT; THENCE  
N 38°20'25" W 495.10' TO THE POINT OF BEGINNING, CONTAINING 4,398.32 ACRES  
OF LAND MORE OR LESS.

**PART 6**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF SAVANNAH HIGHWAY AND OLD JACKSONBORO ROAD; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 86°56'21" E, 7115.50' TO THE TRUE POINT OF BEGINNING [N 337,405.17, E 2,217,715.30]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

N 82°12'58" E 3412.81' TO A POINT; THENCE  
S 18°30'40" W 90.61' TO A POINT; THENCE

S 18°30'40" W 41.60' TO A POINT; THENCE  
S 54°10'54" W 42.41' TO A POINT; THENCE  
S 54°10'54" W 34.93' TO A POINT; THENCE  
S 74°38'16" W 43.91' TO A POINT; THENCE  
S 74°38'16" W 58.55' TO A POINT; THENCE  
S 74°38'16" W 49.55' TO A POINT; THENCE  
S 74°38'16" W 46.51' TO A POINT; THENCE  
S 74°38'16" W 49.11' TO A POINT; THENCE  
S 46°58'25" W 42.35' TO A POINT; THENCE  
S 46°58'25" W 84.14' TO A POINT; THENCE  
S 46°58'25" W 121.04' TO A POINT; THENCE  
S 59°05'44" W 94.66' TO A POINT; THENCE  
S 59°05'44" W 83.43' TO A POINT; THENCE  
S 59°05'44" W 157.46' TO A POINT; THENCE  
S 59°05'44" W 133.61' TO A POINT; THENCE  
S 59°05'44" W 127.96' TO A POINT; THENCE  
S 59°05'44" W 87.90' TO A POINT; THENCE  
S 71°23'51" W 32.51' TO A POINT; THENCE  
S 71°23'51" W 52.65' TO A POINT; THENCE  
S 71°23'51" W 51.71' TO A POINT; THENCE  
S 85°25'57" W 46.65' TO A POINT; THENCE  
S 85°25'57" W 36.46' TO A POINT; THENCE  
S 85°25'57" W 42.90' TO A POINT; THENCE  
S 66°24'03" W 40.03' TO A POINT; THENCE  
S 66°24'03" W 70.80' TO A POINT; THENCE  
S 66°24'03" W 76.54' TO A POINT; THENCE  
S 66°24'03" W 108.44' TO A POINT; THENCE  
S 39°33'41" E 98.73' TO A POINT; THENCE  
N 78°21'52" E 95.50' TO A POINT; THENCE  
N 78°21'52" E 115.49' TO A POINT; THENCE  
N 78°21'52" E 56.48' TO A POINT; THENCE  
N 82°11'27" E 119.65' TO A POINT; THENCE  
N 82°11'27" E 126.76' TO A POINT; THENCE  
N 82°11'27" E 96.69' TO A POINT; THENCE  
N 72°45'02" E 42.89' TO A POINT; THENCE  
N 72°45'02" E 82.58' TO A POINT; THENCE  
N 72°45'02" E 123.18' TO A POINT; THENCE  
N 28°07'41" E 66.41' TO A POINT; THENCE  
N 28°07'41" E 98.11' TO A POINT; THENCE  
N 28°07'41" E 112.19' TO A POINT; THENCE  
N 65°58'30" E 62.07' TO A POINT; THENCE  
N 65°58'30" E 138.34' TO A POINT; THENCE  
N 65°58'30" E 141.95' TO A POINT; THENCE  
N 81°46'40" E 59.63' TO A POINT; THENCE  
N 51°42'39" E 60.80' TO A POINT; THENCE  
N 51°42'39" E 135.99' TO A POINT; THENCE

N 51°42'39" E 123.56' TO A POINT; THENCE  
N 86°46'48" E 51.74' TO A POINT; THENCE  
N 86°46'48" E 118.90' TO A POINT; THENCE  
N 86°46'48" E 137.77' TO A POINT; THENCE  
N 86°46'48" E 200.87' TO A POINT; THENCE  
S 59°01'01" E 196.33' TO A POINT; THENCE  
S 10°54'29" E 299.47' TO A POINT; THENCE  
S 65°42'52" W 137.14' TO A POINT; THENCE  
S 65°42'52" W 242.92' TO A POINT; THENCE  
S 65°42'52" W 269.27' TO A POINT; THENCE  
S 80°33'57" W 130.53' TO A POINT; THENCE  
S 59°08'00" W 108.37' TO A POINT; THENCE  
S 59°08'00" W 126.07' TO A POINT; THENCE  
S 59°08'00" W 141.16' TO A POINT; THENCE  
S 59°08'00" W 78.93' TO A POINT; THENCE  
S 68°17'07" W 75.39' TO A POINT; THENCE  
S 68°17'07" W 95.12' TO A POINT; THENCE  
S 68°17'07" W 91.66' TO A POINT; THENCE  
S 65°28'01" W 134.07' TO A POINT; THENCE  
S 65°28'01" W 125.79' TO A POINT; THENCE  
S 65°28'01" W 164.67' TO A POINT; THENCE  
S 65°28'01" W 95.66' TO A POINT; THENCE  
S 65°28'01" W 136.82' TO A POINT; THENCE  
S 65°28'01" W 155.59' TO A POINT; THENCE  
S 65°28'01" W 112.01' TO A POINT; THENCE  
S 65°28'01" W 129.08' TO A POINT; THENCE  
S 67°30'00" W 60.68' TO A POINT; THENCE  
S 70°21'56" W 69.14' TO A POINT; THENCE  
S 70°21'56" W 85.50' TO A POINT; THENCE  
S 70°21'56" W 92.02' TO A POINT; THENCE  
S 70°21'56" W 109.37' TO A POINT; THENCE  
S 70°21'56" W 96.04' TO A POINT; THENCE  
S 30°42'38" W 62.58' TO A POINT; THENCE  
S 30°42'38" W 89.99' TO A POINT; THENCE  
N 48°29'29" W 47.87' TO A POINT; THENCE  
N 48°29'29" W 54.37' TO A POINT; THENCE  
N 48°29'29" W 69.22' TO A POINT; THENCE  
N 65°06'56" W 51.62' TO A POINT; THENCE  
N 65°06'56" W 65.40' TO A POINT; THENCE  
N 65°06'56" W 54.58' TO A POINT; THENCE  
N 00°26'01" W 80.08' TO A POINT; THENCE  
N 00°26'01" W 77.78' TO A POINT; THENCE  
N 10°53'24" W 61.55' TO A POINT; THENCE  
N 10°53'24" W 47.39' TO A POINT; THENCE  
N 10°53'24" W 73.08' TO A POINT; THENCE  
N 10°53'24" W 58.27' TO A POINT; THENCE

S 88°38'33" W 94.92' TO A POINT; THENCE  
S 51°59'45" W 85.97' TO A POINT; THENCE  
S 51°59'45" W 115.19' TO A POINT; THENCE  
S 76°39'40" W 65.44' TO A POINT; THENCE  
S 76°39'40" W 90.48' TO A POINT; THENCE  
S 78°07'01" W 82.50' TO A POINT; THENCE  
S 79°17'03" W 94.95' TO A POINT; THENCE  
S 79°17'03" W 139.97' TO A POINT; THENCE  
S 72°36'17" W 50.88' TO A POINT; THENCE  
S 60°49'23" W 72.83' TO A POINT; THENCE  
S 60°49'23" W 52.45' TO A POINT; THENCE  
S 71°13'53" W 46.40' TO A POINT; THENCE  
S 71°13'53" W 51.46' TO A POINT; THENCE  
S 71°13'53" W 66.00' TO A POINT; THENCE  
S 71°13'53" W 100.08' TO A POINT; THENCE  
S 71°13'53" W 93.10' TO A POINT; THENCE  
S 57°10'38" W 62.22' TO A POINT; THENCE  
S 57°10'38" W 66.58' TO A POINT; THENCE  
S 57°10'38" W 54.57' TO A POINT; THENCE  
S 68°35'08" W 74.50' TO A POINT; THENCE  
S 68°35'08" W 60.49' TO A POINT; THENCE  
S 68°35'08" W 43.15' TO A POINT; THENCE  
S 81°38'09" W 54.13' TO A POINT; THENCE  
S 81°38'09" W 68.01' TO A POINT; THENCE  
S 81°38'09" W 68.01' TO A POINT; THENCE  
S 81°38'09" W 85.63' TO A POINT; THENCE  
S 81°38'09" W 64.11' TO A POINT; THENCE  
S 66°08'34" W 169.69' TO A POINT; THENCE  
S 66°08'34" W 118.08' TO A POINT; THENCE  
S 64°48'07" W 170.80' TO A POINT; THENCE  
S 64°39'27" W 128.41' TO A POINT; THENCE  
S 81°26'10" W 103.68' TO A POINT; THENCE  
S 81°26'10" W 95.68' TO A POINT; THENCE  
S 81°06'49" W 94.46' TO A POINT; THENCE  
S 80°31'29" W 144.02' TO A POINT; THENCE  
S 80°31'29" W 81.78' TO A POINT; THENCE  
S 77°25'46" W 111.51' TO A POINT; THENCE  
S 76°27'13" W 124.07' TO A POINT; THENCE  
S 76°27'13" W 109.78' TO A POINT; THENCE  
N 53°12'52" W 42.89' TO A POINT; THENCE  
N 19°34'41" W 59.69' TO A POINT; THENCE  
N 19°34'41" W 78.12' TO A POINT; THENCE  
N 19°34'41" W 92.34' TO A POINT; THENCE  
N 49°40'03" E 158.31' TO A POINT; THENCE  
N 49°40'03" E 192.65' TO A POINT; THENCE  
N 64°30'19" E 52.64' TO A POINT; THENCE

N 64°30'19" E 143.82' TO A POINT; THENCE  
N 64°30'19" E 223.12' TO A POINT; THENCE  
N 37°47'31" E 49.02' TO A POINT; THENCE  
N 37°47'31" E 50.70' TO A POINT; THENCE  
N 37°47'31" E 106.03' TO A POINT; THENCE  
N 37°47'31" E 120.55' TO A POINT; THENCE  
N 81°26'13" E 170.89' TO A POINT; THENCE  
N 50°13'01" E 54.73' TO A POINT; THENCE  
N 50°13'01" E 100.62' TO A POINT; THENCE  
N 74°59'18" E 93.56' TO A POINT; THENCE  
N 74°59'18" E 119.00' TO A POINT; THENCE  
N 74°59'18" E 115.76' TO A POINT; THENCE  
N 51°21'34" E 50.49' TO A POINT; THENCE  
N 51°21'34" E 66.83' TO A POINT; THENCE  
N 51°21'34" E 94.83' TO A POINT; THENCE  
N 51°21'34" E 95.12' TO A POINT; THENCE  
N 51°21'34" E 129.06' TO A POINT; THENCE  
N 70°52'51" E 33.38' TO A POINT; THENCE  
N 70°52'51" E 59.03' TO A POINT; THENCE  
N 70°52'51" E 119.65' TO A POINT; THENCE  
N 70°52'51" E 140.40' TO A POINT; THENCE  
N 53°21'04" E 46.11' TO A POINT; THENCE  
N 53°21'04" E 65.82' TO A POINT; THENCE  
N 53°21'04" E 94.38' TO A POINT; THENCE  
N 53°21'04" E 115.60' TO A POINT; THENCE  
N 53°21'04" E 101.66' TO A POINT; THENCE  
N 08°38'14" W 118.32' TO A POINT; THENCE  
N 08°38'14" W 85.16' TO THE POINT OF BEGINNING, CONTAINING 140.55 ACRES OF  
LAND MORE OR LESS.

**PART 7**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF SAVANNAH HIGHWAY AND HIGHWAY 174; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 84°14'52" E, 3329.96' TO THE TRUE POINT OF BEGINNING [N 335,738.42, E 2,204,345.17]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

N 88°14'55" W 139.87' TO A POINT; THENCE  
N 87°40'53" W 89.52' TO A POINT; THENCE  
N 87°14'19" W 89.52' TO A POINT; THENCE  
N 86°36'59" W 547.81' TO A POINT; THENCE  
S 06°09'44" W 242.06' TO A POINT; THENCE  
S 85°12'22" E 992.12' TO A POINT; THENCE  
N 19°11'43" W 295.46' TO THE POINT OF BEGINNING, CONTAINING 5.43 ACRES OF  
LAND MORE OR LESS.

**PART 8**

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF SAVANNAH HIGHWAY AND NEW ROAD; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 13°13'11" W, 6600.46' TO THE TRUE POINT OF BEGINNING [N 335,883.50, E 2,222,671.46]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

S 13°11'58" W 1246.10' TO A POINT; THENCE  
S 13°11'08" W 2875.63' TO A POINT; THENCE  
S 13°36'34" W 2749.41' TO A POINT; THENCE  
N 76°05'23" W 8.00' TO A POINT; THENCE  
S 13°54'17" W 2272.77' TO A POINT; THENCE  
S 10°20'33" W 69.65' TO A POINT; THENCE  
S 11°32'12" W 46.44' TO A POINT; THENCE  
S 12°29'32" W 46.44' TO A POINT; THENCE  
S 13°49'57" W 276.65' TO A POINT; THENCE  
S 80°07'01" W 1131.75' TO A POINT; THENCE  
N 09°52'15" W 861.18' TO A POINT; THENCE  
S 80°09'25" W 1632.03' TO A POINT; THENCE  
S 10°16'55" E 371.56' TO A POINT; THENCE  
S 81°17'34" W 402.41' TO A POINT; THENCE  
S 09°43'54" E 100.72' TO A POINT; THENCE  
S 81°18'42" W 350.05' TO A POINT; THENCE  
S 10°25'26" E 300.09' TO A POINT; THENCE  
S 68°40'29" W 1915.63' TO A POINT; THENCE  
N 74°09'35" W 175.68' TO A POINT; THENCE  
N 48°45'58" E 100.16' TO A POINT; THENCE  
N 75°44'47" W 201.62' TO A POINT; THENCE  
N 46°08'37" W 1237.04' TO A POINT; THENCE  
N 44°15'43" W 841.69' TO A POINT; THENCE  
S 69°35'58" W 274.51' TO A POINT; THENCE  
S 69°02'36" W 63.73' TO A POINT; THENCE  
S 70°13'59" W 101.31' TO A POINT; THENCE  
S 69°41'38" W 1411.00' TO A POINT; THENCE  
S 70°27'58" W 699.69' TO A POINT; THENCE  
S 67°17'37" W 555.36' TO A POINT; THENCE  
S 66°46'22" W 694.19' TO A POINT; THENCE  
N 17°55'51" W 188.59' TO A POINT; THENCE  
S 69°27'33" W 408.98' TO A POINT; THENCE  
S 69°53'03" W 1241.20' TO A POINT; THENCE  
N 19°39'21" W 931.12' TO A POINT; THENCE  
N 20°29'23" W 511.91' TO A POINT; THENCE  
S 69°58'17" W 455.73' TO A POINT; THENCE  
S 70°09'08" W 233.76' TO A POINT; THENCE  
S 69°31'28" W 1381.51' TO A POINT; THENCE  
S 69°25'50" W 1347.10' TO A POINT; THENCE

S 69°00'02" W 845.18' TO A POINT; THENCE  
S 70°41'11" W 527.19' TO A POINT; THENCE  
S 70°58'34" W 386.47' TO A POINT; THENCE  
N 07°34'58" W 1304.69' TO A POINT; THENCE  
N 07°22'18" W 221.81' TO A POINT; THENCE  
N 28°39'49" E 395.35' TO A POINT; THENCE  
N 29°21'11" W 458.00' TO A POINT; THENCE  
N 23°51'52" W 1180.70' TO A POINT; THENCE  
S 75°46'50" W 1709.85' TO A POINT; THENCE  
N 08°42'39" E 465.96' TO A POINT; THENCE  
N 16°51'49" E 699.67' TO A POINT; THENCE  
N 18°32'16" E 1250.28' TO A POINT; THENCE  
N 78°35'44" W 1340.64' TO A POINT; THENCE  
N 11°12'58" E 579.60' TO A POINT; THENCE  
S 78°14'40" E 566.34' TO A POINT; THENCE  
N 11°10'25" E 384.47' TO A POINT; THENCE  
N 78°45'26" W 565.50' TO A POINT; THENCE  
N 11°16'07" E 204.41' TO A POINT; THENCE  
S 78°01'59" E 229.57' TO A POINT; THENCE  
N 11°21'49" E 189.74' TO A POINT; THENCE  
S 78°14'32" E 70.61' TO A POINT; THENCE  
S 78°49'51" E 264.58' TO A POINT; THENCE  
S 79°22'40" E 209.38' TO A POINT; THENCE  
N 11°23'24" E 417.77' TO A POINT; THENCE  
N 11°16'01" E 240.99' TO A POINT; THENCE  
N 10°50'21" E 395.19' TO A POINT; THENCE  
N 12°29'39" E 396.07' TO A POINT; THENCE  
S 69°06'56" E 165.55' TO A POINT; THENCE  
N 47°15'59" E 481.25' TO A POINT; THENCE  
N 23°08'59" E 204.74' TO A POINT; THENCE  
N 21°15'08" E 816.94' TO A POINT; THENCE  
N 21°52'05" E 239.55' TO A POINT; THENCE  
S 80°29'27" E 746.28' TO A POINT; THENCE  
S 80°17'41" E 644.58' TO A POINT; THENCE  
N 75°56'17" W 185.78' TO A POINT; THENCE  
N 05°32'50" E 743.85' TO A POINT; THENCE  
N 05°26'55" E 586.48' TO A POINT; THENCE  
S 85°12'22" E 995.98' TO A POINT; THENCE  
S 32°48'14" E 732.33' TO A POINT; THENCE  
S 12°33'58" W 524.39' TO A POINT; THENCE  
S 19°32'07" E 304.29' TO A POINT; THENCE  
S 73°32'27" E 752.99' TO A POINT; THENCE  
S 57°24'08" E 995.32' TO A POINT; THENCE  
N 54°33'43" E 1318.08' TO A POINT; THENCE  
N 61°37'53" E 168.58' TO A POINT; THENCE  
N 67°09'47" E 514.68' TO A POINT; THENCE

N 68°47'29" E 46.50' TO A POINT; THENCE  
N 43°35'41" E 59.58' TO A POINT; THENCE  
N 63°26'34" E 93.06' TO A POINT; THENCE  
N 75°49'34" E 284.67' TO A POINT; THENCE  
N 53°14'57" E 239.48' TO A POINT; THENCE  
S 86°56'22" E 454.09' TO A POINT; THENCE  
S 20°03'15" E 266.60' TO A POINT; THENCE  
S 11°22'16" W 106.02' TO A POINT; THENCE  
N 71°35'29" E 464.90' TO A POINT; THENCE  
N 83°46'53" E 300.73' TO A POINT; THENCE  
N 56°27'43" E 555.32' TO A POINT; THENCE  
N 36°39'38" W 197.46' TO A POINT; THENCE  
N 01°40'48" E 244.75' TO A POINT; THENCE  
N 48°51'36" E 438.85' TO A POINT; THENCE  
N 64°20'05" E 265.71' TO A POINT; THENCE  
N 44°04'20" E 160.86' TO A POINT; THENCE  
N 81°05'53" E 268.47' TO A POINT; THENCE  
S 65°45'00" E 140.24' TO A POINT; THENCE  
S 32°52'16" E 292.55' TO A POINT; THENCE  
S 16°51'15" E 222.82' TO A POINT; THENCE  
S 27°02'50" W 336.77' TO A POINT; THENCE  
S 02°48'14" E 141.87' TO A POINT; THENCE  
S 29°35'33" E 228.45' TO A POINT; THENCE  
S 19°19'33" E 306.90' TO A POINT; THENCE  
N 74°37'18" E 199.96' TO A POINT; THENCE  
N 78°15'59" E 51.19' TO A POINT; THENCE  
N 80°44'48" E 381.26' TO A POINT; THENCE  
N 85°50'31" E 211.08' TO A POINT; THENCE  
N 71°45'09" E 541.79' TO A POINT; THENCE  
N 78°07'39" E 304.66' TO A POINT; THENCE  
N 50°19'57" E 945.67' TO A POINT; THENCE  
N 80°56'20" E 409.01' TO A POINT; THENCE  
S 47°51'40" E 235.36' TO A POINT; THENCE  
N 70°05'53" E 750.70' TO A POINT; THENCE  
N 73°28'39" E 90.11' TO A POINT; THENCE  
N 53°12'52" W 3.61' TO A POINT; THENCE  
N 71°34'40" E 182.17' TO A POINT; THENCE  
S 71°49'40" E 32.86' TO A POINT; THENCE  
S 38°38'34" E 121.65' TO A POINT; THENCE  
N 63°06'31" E 93.14' TO A POINT; THENCE  
N 45°46'41" E 80.94' TO A POINT; THENCE  
N 54°22'29" E 9.80' TO A POINT; THENCE  
N 65°37'30" E 9.80' TO A POINT; THENCE  
N 76°52'30" E 9.80' TO A POINT; THENCE  
S 88°07'31" E 16.29' TO A POINT; THENCE  
S 69°22'29" E 16.29' TO A POINT; THENCE



S 52°30'00" E 13.05' TO A POINT; THENCE  
S 33°45'00" E 19.51' TO A POINT; THENCE  
S 14°10'07" E 25.72' TO A POINT; THENCE  
S 12°32'28" E 32.24' TO A POINT; THENCE  
S 07°25'33" W 16.36' TO A POINT; THENCE  
S 41°40'37" E 31.76' TO A POINT; THENCE  
S 40°30'39" E 47.07' TO A POINT; THENCE  
S 38°07'07" E 219.77' TO A POINT; THENCE  
S 60°07'28" E 192.32' TO A POINT; THENCE  
S 78°31'22" W 169.77' TO A POINT; THENCE  
S 08°10'21" E 130.96' TO A POINT; THENCE  
S 85°56'48" E 203.94' TO A POINT; THENCE  
N 75°09'18" E 236.65' TO A POINT; THENCE  
S 68°01'08" E 145.99' TO A POINT; THENCE  
S 01°24'24" E 118.11' TO A POINT; THENCE  
S 32°58'43" W 305.73' TO A POINT; THENCE  
S 67°25'17" W 215.03' TO A POINT; THENCE  
S 44°14'53" E 262.08' TO A POINT; THENCE  
N 70°28'57" E 967.43' TO A POINT; THENCE  
S 78°09'22" E 255.21' TO A POINT; THENCE  
N 54°21'36" E 591.10' TO A POINT; THENCE  
S 82°46'15" E 229.30' TO A POINT; THENCE  
N 32°38'26" E 150.46' TO A POINT; THENCE  
N 68°42'58" E 410.90' TO A POINT; THENCE  
S 66°46'56" E 182.53' TO A POINT; THENCE  
S 11°51'21" E 108.82' TO A POINT; THENCE  
S 71°13'31" E 187.52' TO A POINT; THENCE  
S 85°13'02" E 135.82' TO A POINT; THENCE  
N 80°32'23" E 684.34' TO A POINT; THENCE  
N 89°52'18" E 321.95' TO A POINT; THENCE  
N 71°19'00" E 718.75' TO A POINT; THENCE  
N 28°35'06" E 154.92' TO A POINT; THENCE  
N 22°57'49" E 161.16' TO A POINT; THENCE  
N 35°28'18" E 108.44' TO A POINT; THENCE  
N 79°46'45" E 219.50' TO A POINT; THENCE  
S 76°33'35" E 122.73' TO A POINT; THENCE  
N 77°01'47" E 355.68' TO A POINT; THENCE  
N 50°24'47" E 308.18' TO A POINT; THENCE  
N 57°07'02" E 215.73' TO A POINT; THENCE  
S 81°40'25" E 267.64' TO THE POINT OF BEGINNING, CONTAINING 3,954.19 ACRES OF  
LAND MORE OR LESS.

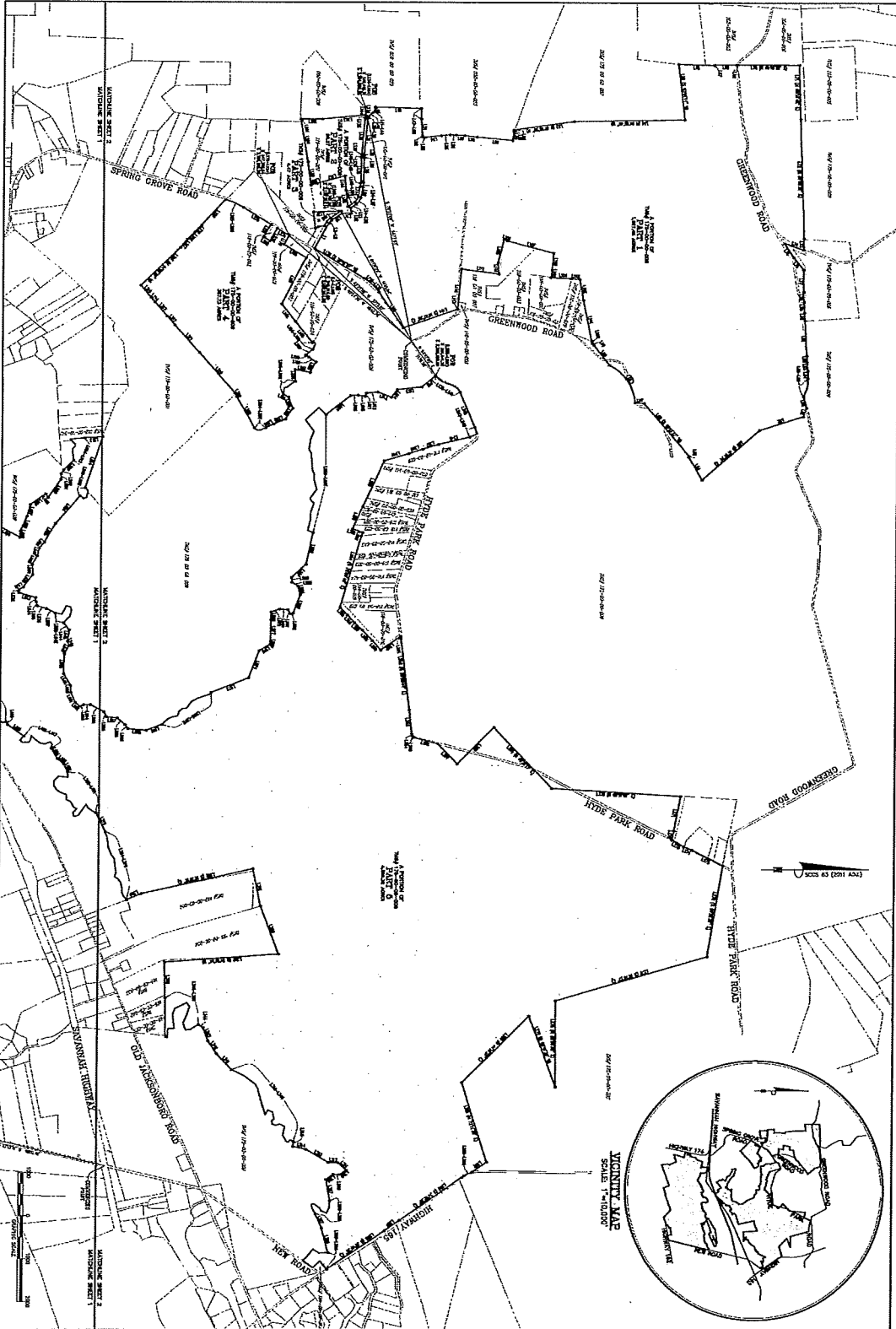
TOTAL AREA DCS 02 10,927.44 ACRES OF LAND MORE OR LESS.

**Exhibit "A-1"**  
**Depiction of Property**

**Note to clerk and title examiners.**

The Property is not intended to include, and this Covenant is not intended to create an encumbrance on title to any property not owned by Declarant or an Owner who has joined in the execution of this Covenant.

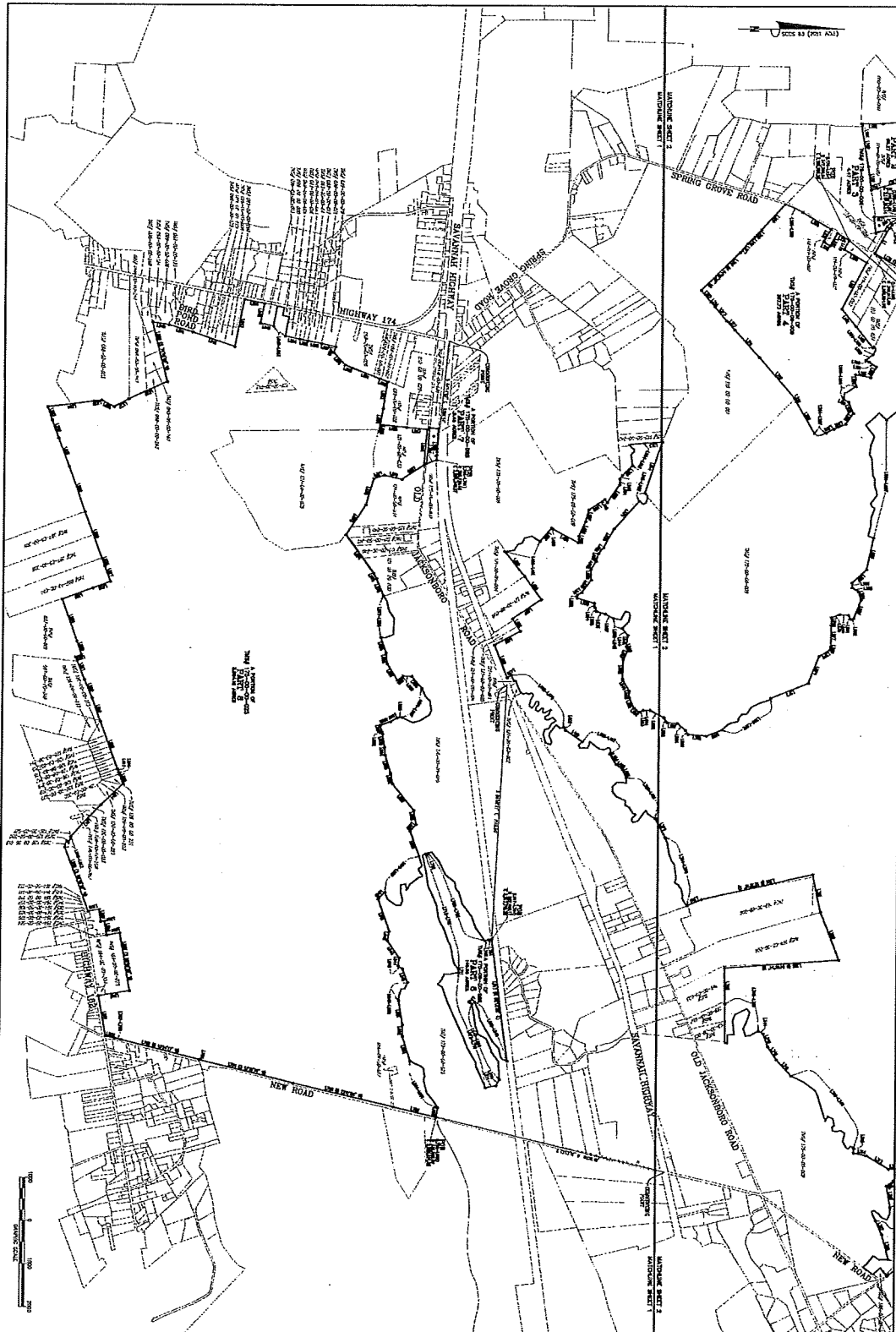
*[see attached Exhibit "A-1" – Property]*



4579-D-M-02		SHEET 1 OF 5	
TITLE	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA	DATE	9/27/18
SCALE	1" = 100'	DESIGNED BY	...
DATE	...	DRAWN BY	...
TITLE	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA	CHECKED BY	...
TITLE	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA	DATE	...

EXISTING SHOWING  
 PORTIONS OF TMS# 175-00-00-009 &  
 TMS# 175-00-00-025  
 AREA DCS 02  
 ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA  
 175-00-00-009-01-015 (015) - Spring Grove Exhibit/Property/Parcel/Section Exhibit/175-00-00-009-01-015

**Bowman**  
 CONSULTANTS  
 1000 ...  
 CHARLESTON, SOUTH CAROLINA 29403  
 PH: 803-799-1111  
 FAX: 803-799-1112  
 WWW.BOWMANCONSULTANTS.COM  
 1. THIS MAP/EXHIBIT IS NOT BE USED AS A LAND SURVEY AND IS NOT INTENDED TO BE USED AS "EVIDENCE" OF THE PROJECT.  
 2. THIS MAP/EXHIBIT IS PROVIDED AS INFORMATION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF ANY AND ALL REFERENCE TO IT.  
 3. PROPERTY LINES SHOWN BY CHARLESTON COUNTY PARCEL SERVICE ONLY.  
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2015 SOUTH CAROLINA BUILDING CODE AND THE 2015 SOUTH CAROLINA ZONING ORDINANCE.



NO.	DESCRIPTION	ACRES	REMARKS
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5			

COUNTY PROJECT NUMBER

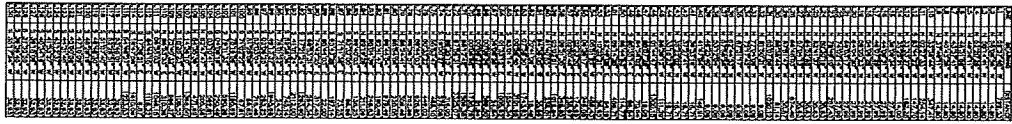
EXIST SHOWING  
**PORTIONS OF TMS# 175-00-00-009 &  
 TMS# 175-00-00-025**  
**AREA DCS 02**

ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA

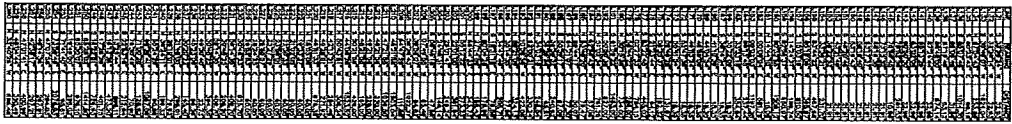
1. THIS INSTRUMENT IS NOT THE RESULT OF A LAND SURVEY THAT WAS CONDUCTED BY ME OR ANY OTHER "SURVEYOR" OF THE STATE OF SOUTH CAROLINA.  
 2. THIS INSTRUMENT IS NOT A SUBSTITUTION OF A SURVEYOR'S MAP AND DOES NOT CONSTITUTE A SURVEYOR'S MAP OR ANY OTHER INSTRUMENT OF SURVEY.  
 3. THE "OWNER" OF THE LAND DESCRIBED IN THIS INSTRUMENT HAS REPRESENTED THAT HE OR SHE IS THE OWNER OF THE LAND DESCRIBED IN THIS INSTRUMENT.  
 4. THE "OWNER" OF THE LAND DESCRIBED IN THIS INSTRUMENT HAS REPRESENTED THAT HE OR SHE IS THE OWNER OF THE LAND DESCRIBED IN THIS INSTRUMENT.  
 5. THE "OWNER" OF THE LAND DESCRIBED IN THIS INSTRUMENT HAS REPRESENTED THAT HE OR SHE IS THE OWNER OF THE LAND DESCRIBED IN THIS INSTRUMENT.

**Bowman**  
 Surveyors  
 1000 W. Ashley Blvd.  
 Charleston, SC 29405  
 Tel: 771-8888  
 Fax: 771-8888  
 www.bowmansurveyors.com

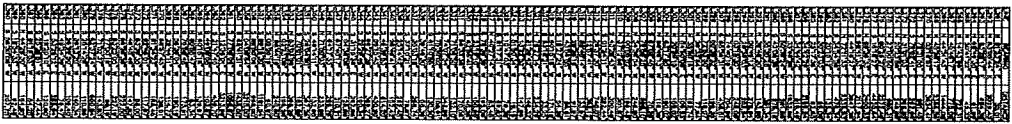
4678-D-M-021



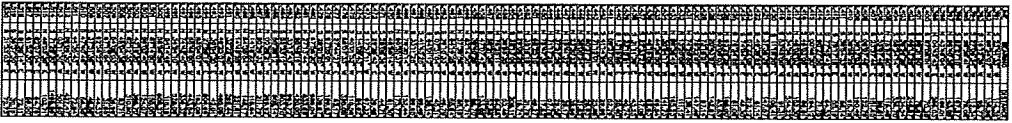
LINE TABLE



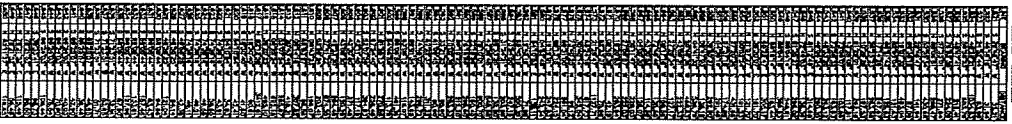
LINE TABLE



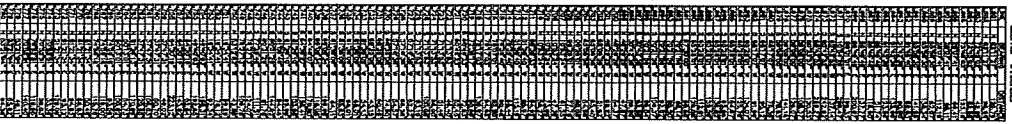
LINE TABLE



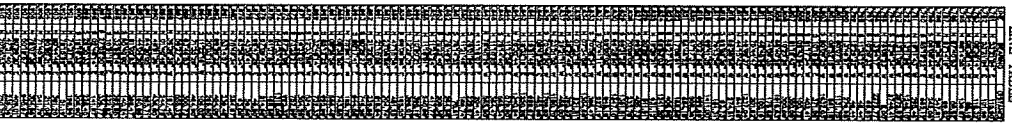
LINE TABLE



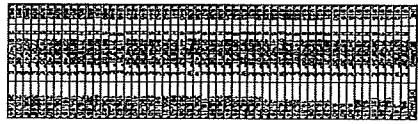
LINE TABLE



LINE TABLE



LINE TABLE



LINE TABLE



CURVE TABLE

DATE	6/7/75
SCALE	1" = 100'
PROJECT	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA
CLIENT	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA
PROJECT NUMBER	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA
DATE	6/7/75
SCALE	1" = 100'
PROJECT	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA
CLIENT	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA
PROJECT NUMBER	ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA

EXHIBIT DRAWING  
 PORTIONS OF TMS# 175-00-00-009 &  
 TMS# 175-00-00-025  
 AREA DCS 02

ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA

1. THIS DRAWING IS NOT THE RESULT OF A LAND SURVEY AND IS NOT TO BE USED AS SUCH.
2. THIS DRAWING IS NOT TO BE USED AS A BASIS FOR ANY LEGAL ACTION.
3. THIS DRAWING IS NOT TO BE USED AS A BASIS FOR ANY CLAIM OF TITLE.
4. THIS DRAWING IS NOT TO BE USED AS A BASIS FOR ANY CLAIM OF INTEREST.
5. THIS DRAWING IS NOT TO BE USED AS A BASIS FOR ANY CLAIM OF EASE.

**Bowman**  
 Surveyors & Engineers, Inc.  
 1000 North Main Street  
 Charleston, South Carolina 29401  
 Phone: (803) 733-1111  
 Fax: (803) 733-1112





**Exhibit "B"**  
**Additional Property**

All property now or hereafter located within ten (10) miles of the perimeter boundary of the real property described in Exhibit "A" and/or depicted in Exhibit "A-1".

**Note to clerk and title examiners.**

This Covenant is not intended to create an encumbrance on title to the property described in Exhibit "B" except for any such portion of the property described in Exhibit "B" that is included in Exhibit "A" and/or Exhibit "A-1" or with the consent of the Owner thereof by filing a Supplement in accordance with Section V.



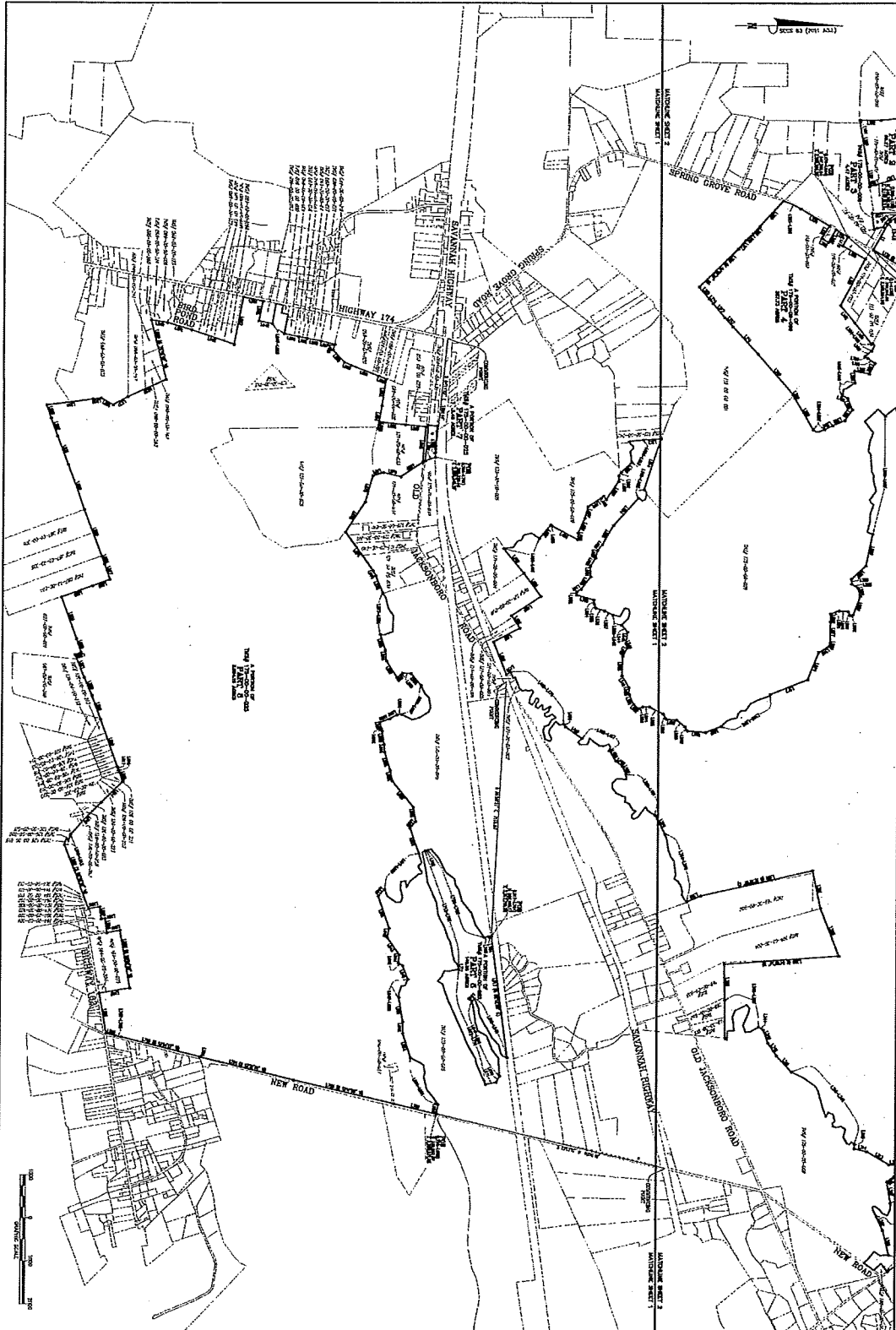
**Exhibit "C"**  
**Area Maps**

**Note to clerk and title examiners.**

This Covenant is not intended to create an encumbrance on title to the property depicted in Exhibit "C" except for any such portion of the property depicted in Exhibit "C" that is included in Exhibit "A" and/or Exhibit "A-1" or with the consent of the Owner thereof by filing a Supplement in accordance with Section V.

*[see attached Exhibit "C" – Area Maps]*





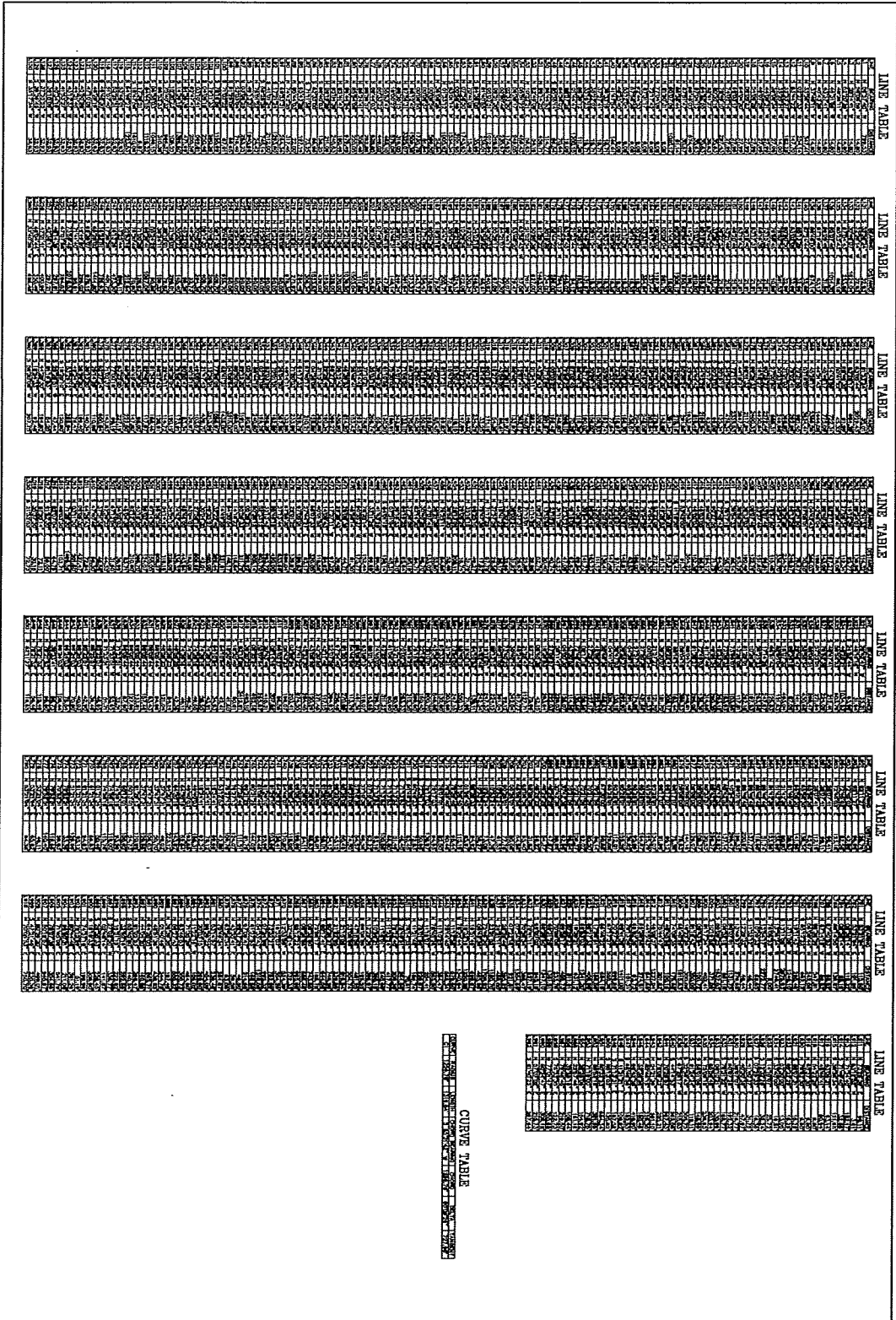
OWNER	

COUNTY PROJECT NUMBER	

EXHIBIT SHOWING  
PORTIONS OF TMS# 175-00-00-009 &  
TMS# 175-00-00-025  
AREA DCS 02  
ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA

1. THIS SURVEY IS NOT THE RESULT OF A LAND SURVEY  
AND IS NOT A SUBSTITUTE FOR A LAND SURVEY  
BY A LICENSED SURVEYOR.  
2. THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY  
AND IS NOT A SUBSTITUTE FOR A LAND SURVEY  
BY A LICENSED SURVEYOR.  
3. THE PROPERTY IS NOT BEING SURVEYED BY THIS  
SURVEYOR AND IS NOT BEING SURVEYED BY THIS  
SURVEYOR.  
4. THIS SURVEY IS NOT A SUBSTITUTE FOR A LAND  
SURVEY BY A LICENSED SURVEYOR.

**Bowman**  
Surveying & Mapping  
1000 E. 12th St.  
Charleston, SC 29405  
803-556-3000  
www.bowmansurveying.com



DATE	DESCRIPTION
1958	
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1973	
1974	

EXHIBIT SHOWING  
**PORTIONS OF TMS# 175-00-00-009 &  
 TMS# 175-00-00-025  
 AREA DCS 02**

ADAMS RUN, CHARLESTON COUNTY, SOUTH CAROLINA

1. THIS MAP EXHIBIT IS NOT THE RESULT OF A LAND SURVEY  
 AND IS NOT INTENDED TO BE USED IN THE DETERMINATION OF  
 TITLE TO PROPERTY.  
 2. THE MAP WAS PREPARED BY THE SOUTH CAROLINA DEPARTMENT OF  
 TRANSPORTATION AND PUBLIC SAFETY, DIVISION OF HIGHWAYS AND  
 BRIDGES, IN COOPERATION WITH THE SOUTH CAROLINA DEPARTMENT OF  
 REVENUE AND PUBLIC SAFETY, DIVISION OF HIGHWAYS AND BRIDGES, IN  
 THE PREPARATION OF THE STATE HIGHWAY SYSTEM MAP.  
 3. THE CURVES SHOWN ARE BASED ON THE CURVES OF THE  
 STATE HIGHWAY SYSTEM MAP.  
 4. PROPERTY LINES SHOWN BY CURVES ARE COUNTY PARCELS  
 EXCEPT WHERE SHOWN OTHERWISE.  
 5. THE CURVES SHOWN ARE NOT INTENDED TO BE USED IN THE  
 DETERMINATION OF TITLE TO PROPERTY.  
 6. THIS MAP EXHIBIT IS NOT TO BE USED AS A BASIS FOR  
 ANY OTHER PURPOSES.  
 7. THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND  
 PUBLIC SAFETY, DIVISION OF HIGHWAYS AND BRIDGES, AND THE  
 SOUTH CAROLINA DEPARTMENT OF REVENUE AND PUBLIC SAFETY,  
 DIVISION OF HIGHWAYS AND BRIDGES, ACCEPT NO LIABILITY FOR  
 ERRORS OR OMISSIONS.

PLAT	LEGAL DESCRIPTION
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**EXHIBIT SHOWING**  
**PORTIONS OF TMS# 175-00-00-009 &**  
**TMS# 175-00-00-025**  
**AREA DCS 02**

ADAMS BLVD, CHARLESTON COUNTY, SOUTH CAROLINA

P:\021424 - Summer Court\004878-01-016 (SUM) Spring Green Estates\004878-01-016-001

PLAT

LEGAL DESCRIPTION

ACRES

SECTION

TOWNSHIP

COUNTY

DATE

FILE NO.

**Bozman**

Surveyors

1111 North Main Street, Suite 100  
 Charleston, SC 29403  
 Phone: 771-1111  
 Fax: 771-1112

4878-D-M-021

(PART 1) A PARTIAL AND ENTIRE TRACT BEING THE INTERSECTION OF ...

(PART 2) A PARTIAL AND ENTIRE TRACT BEING THE INTERSECTION OF ...

(PART 3) A PARTIAL AND ENTIRE TRACT BEING THE INTERSECTION OF ...

(PART 4) A PARTIAL AND ENTIRE TRACT BEING THE INTERSECTION OF ...

(PART 5) A PARTIAL AND ENTIRE TRACT BEING THE INTERSECTION OF ...

DATE	12/20/2017
FILE NO.	4878-D-M-021
DATE	6/7/14
FILE NO.	4878-D-M-021

ADAMS ROAD, CHARLESTON COUNTY, SOUTH CAROLINA

EXHIBIT SHOWING  
 PORTIONS OF TMS# 175-00-00-009 &  
 TMS# 175-00-00-025  
 AREA DCS 02

A THIS MAP IS NOT TO BE USED AS A BASIS FOR ...



**Exhibit "D"**  
**Permitted Title Exceptions**

1. Any and all building codes, zoning ordinances, laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property;
2. All liens for taxes, assessments, both general and special, and other governmental charges which are not yet due and payable;
3. All electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines and facilities of any nature now located on, over or under the Property;
4. All existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way affecting the Property;
5. Rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any;
6. All encroachments, overlaps, and boundary line disputes, and other similar matters not of records which would be disclosed by an accurate survey or inspection of the Property;
7. All licenses, easements, rights-of-way and other agreements of record;
8. Any loss of claim due to lack of access to all or any portion of the Property;
9. Rights and claims of parties in possession of the Property;
10. All minerals located upon or under the Property heretofore excepted or reserved by any person other than grantor and all mining, extraction and other related rights to use the Property as are set forth in any prior instrument of record; and
11. Development and use restrictions and conditions imposed by Federal, State, and local laws with respect to those portions of the property designated as "wetlands."