

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) FOR THE PRESERVATION OF THE
) RURAL DENSITY OF EAST EDISTO
) (NON-DEVELOPMENT AGREEMENT
) AREA)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (the "Covenant") is made as of this 24th day of July, 2014, by MWV-East Edisto Charleston, LLC, a Delaware limited liability company (together with its successors, and assigns "Declarant"), whose address is 201 Sigma Dr., Suite 400, Summerville, S.C. 29483 with the consent of those Owners (as hereinafter defined), if any, that have joined in execution of this Covenant.

WITNESSETH

WHEREAS, Declarant and its affiliates are the owners of real property known as East Edisto located in the County of Charleston and the County of Dorchester, in the State of South Carolina (the "State"), consisting of the real property described on Exhibit "A" and depicted on Exhibit "A-1" (the "Property") and the real property cross-hatched on Exhibit "B" (the "Additional Property"), attached hereto and made a part hereof; and

WHEREAS, the Property currently consists of managed forests and relatively undeveloped natural areas of ecological, scenic, rural and aesthetic value, and has substantial value and potential as open space, rural agricultural, recreational and silvicultural lands, all of which contribute to and comprise the rural density of the Property to be preserved under this Covenant; and

WHEREAS, MWV-East Edisto Charleston, LLC (together with any successor or assign who is designated as the Administrator in a recorded instrument executed by the immediately preceding Administrator, "Administrator") shall administer and enforce the Covenant and other declarations of covenants, conditions and restrictions for the preservation of the rural density of other portions of East Edisto located in the County of Charleston and the County of Dorchester ("Governing Documents");

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.

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 and labeled as an "Area" on the Area Maps attached hereto and incorporated herein as Exhibit "C" is referred to herein as an "Area". Each Area is hereby allocated a maximum number of Residential Dwelling Units either (a) 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" or (b) if an Area is not provided a Density Ratio in Table 2.2 below, then pursuant to the formula provided in Table 2.2 below for calculating the maximum Residential Dwelling Units for such Area(s). 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 depicted on Exhibit B and Exhibit C but not the Property described on Exhibit A shall only apply to the Additional Property depicted on Exhibit B and Exhibit C if and when such property is included in the Property described on Exhibit A by Supplement.

Table 2.2. Allocation of Residential Dwelling Units to Areas	
Area (as identified on Area Maps)	Density Ratio (Number of Residential Dwelling Units per gross acre of Area)
C1	1/200
C2	1/50
C3	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 C1 Area could be C1-1. 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 Administrator at the address specified herein not more than thirty (30) days after the date of such Transfer.

(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 recorded in the Register Mesne Conveyances of Charleston County on [Month] [Day], [Year] at Book _____, Page _____:

Dwelling Unit Certificate Numbers: [e.g. C1-1; C1-2; and C1-3]
(*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 the date of application for a building permit for 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 Number(s) 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 depicted 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 depicted 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 depicted 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:

MWV-East Edisto Charleston, LLC
201 Sigma Dr., Suite 400
Summerville, S.C. 29483
Attn: Mr. Kenneth T. Seeger

DECLARANT:

MWV-East Edisto Charleston, LLC
201 Sigma Dr., Suite 400
Summerville, S.C. 29483

Attn: Mr. Kenneth T. Seeger

With copy to:

Nelson Mullins Riley & Scarborough LLP
151 Meeting Street, Suite 600
Charleston, South Carolina 29401
Attn: Newman Jackson Smith, Esq.
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.

(a) *General.* 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. This Covenant shall bind and inure to the benefit of Administrator and its successors and permitted assigns.

(b) *MWV Controlled.* For any Administrator controlled by a subsidiary or affiliate of MeadWestvaco Corporation, Administrator may, but shall not be required to, assign its rights and obligations hereunder at any time and to any person in Administrator's sole discretion, including, but not limited to, East Edisto Conservancy, Inc. Such assignment shall be evidenced by a written instrument recorded in the Recording Office by which Administrator assigns all of Administrator's rights and obligations hereunder and the assignee takes assignment of and assumes all of Administrator's rights and obligations hereunder. Upon such assignment and assumption, the assignor shall be relieved of its liabilities and obligations under the Covenant as of the date of assignment.

(c) *Not MWV Controlled.* For any Administrator not controlled by a subsidiary or affiliate of MeadWestvaco Corporation, Administrator may assign its rights and obligations hereunder 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 the Declarant is 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 (Non-Development Agreement Area)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

James Bennett
Janisha Cobb

DECLARANT:

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

By:

James H. Hill
James H. Hill, Senior Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

I, the undersigned Notary Public, do hereby certify that James H. Hill, Senior Vice President of MWV-Charleston Land Partners, LLC, as sole member of MWV-East Edisto Charleston, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 24th day of July, 2014

Miriam L. Holladay (L.S.)
Notary Public for South Carolina
My Commission expires: My Commission Expires
May 8, 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.

[see attached Exhibit "A" – Property]

Exhibit A

ALL that certain piece, parcel or tract of land lying and being situate in the County of Charleston, State of South Carolina, containing 1,405.83 acres, as shown on a plat entitled "SUBDIVISION PLAT CREATING A 1,405.83 ACRE TRACT OUT OF TMS 175-00-00-025 OWNED BY MWV-EAST EDISTO CHARLESTON LLC LOCATED NEAR ADAMS RUN CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Ashley Land Surveying, Inc. dated May 28, 2014 and recorded July 3, 2014, in the Office of the Register of Mesne Conveyance for Charleston County in Plat Cabinet L14 at Page 0293.

TMS# 179-00-00-026

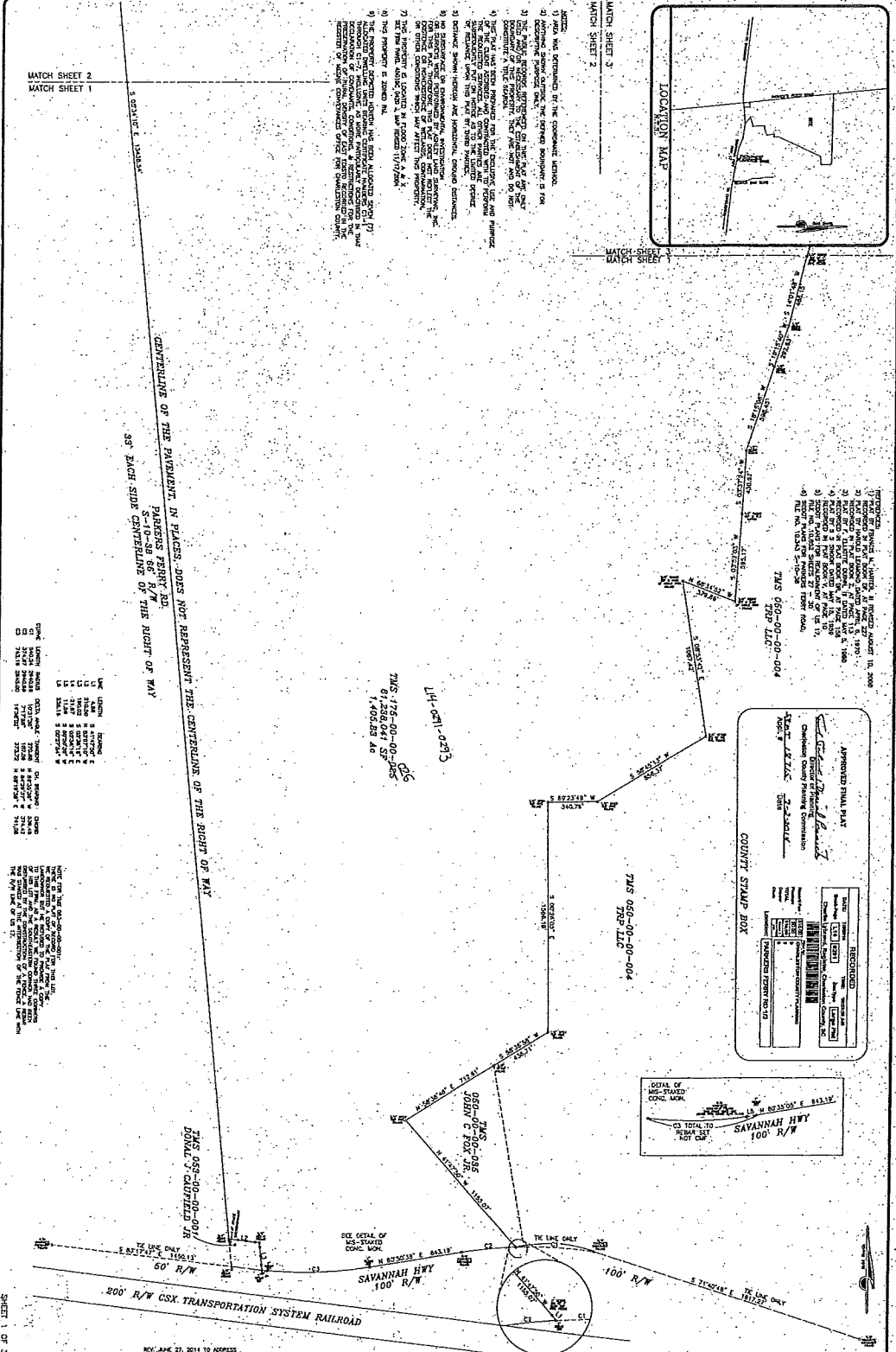
Exhibit "A-1"

Depiction of Property

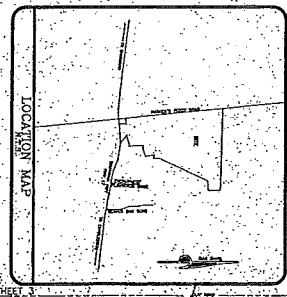
Note to clerk and title examiners.

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]



- NOTES:
- 1) This map was prepared by the competent surveyor.
 - 2) Accurate reference shall be made to the original survey for the location of the corners and monuments.
 - 3) The bearings and distances were measured by the surveyor.
 - 4) The bearings and distances were measured by the surveyor.
 - 5) The bearings and distances were measured by the surveyor.
 - 6) The bearings and distances were measured by the surveyor.
 - 7) The bearings and distances were measured by the surveyor.
 - 8) The bearings and distances were measured by the surveyor.
 - 9) The bearings and distances were measured by the surveyor.
 - 10) The bearings and distances were measured by the surveyor.
 - 11) The bearings and distances were measured by the surveyor.
 - 12) The bearings and distances were measured by the surveyor.
 - 13) The bearings and distances were measured by the surveyor.
 - 14) The bearings and distances were measured by the surveyor.
 - 15) The bearings and distances were measured by the surveyor.
 - 16) The bearings and distances were measured by the surveyor.
 - 17) The bearings and distances were measured by the surveyor.
 - 18) The bearings and distances were measured by the surveyor.
 - 19) The bearings and distances were measured by the surveyor.
 - 20) The bearings and distances were measured by the surveyor.



MATCH SHEET 2
MATCH SHEET 1

MATCH SHEET 3
MATCH SHEET 2

MATCH SHEET 1
MATCH SHEET 4

CENTRALLINE OF THE RIGHT OF WAY
PARKERS FERRY RD.
5'-10'-38 66 R/W
35' EACH SIDE CENTRALLINE OF THE RIGHT OF WAY

TYPE	SYMBOL	DESCRIPTION
1	○	IRON NAIL
2	○	WOODEN NAIL
3	○	STEEL NAIL
4	○	BRASS NAIL
5	○	COPPER NAIL
6	○	ZINC NAIL
7	○	ALUMINUM NAIL
8	○	STAINLESS STEEL NAIL
9	○	OTHER

PROVISIONS:
 1) THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10, CHAPTER 10, TITLE 46, OF THE SOUTH CAROLINA CODE, AS AMENDED.
 2) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 3) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 4) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 5) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 6) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 7) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 8) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 9) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.
 10) THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF SOUTH CAROLINA.

APPROVED FINAL PLAN

John C. Fox, Jr.
 Surveyor
 Charleston County Planning Commission

DATE: 1/27/14

COUNTY STAMP BOX

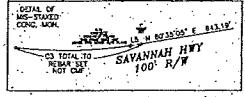
RECORDED

BOOK 100, PAGE 100

FILED

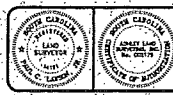
RECORDED

FILED



SCALE 1" = 300'

MAY 28, 2014

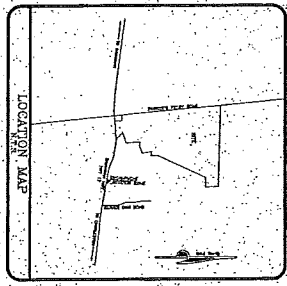


SUBDIVISION PLAN CREATING A 1,405.83 ACRE TRACT OUT OF TMS 175-00-00-025 OWNED BY MWV - EAST EDISTO CHARLESTON LLC LOCATED NEAR ADAMS RUN CHARLESTON COUNTY, SOUTH CAROLINA

AASHLEY LAND SURVEYING, INC.

308 BANKERS PARKWAY, SUMMERVILLE, SC 29586
 TEL: (843) 871-4411 FAX: (843) 871-8838
 EMAIL: PLANS@AASHLEYLANDSURVEYING.COM WEB: WWW.AASHLEYLANDSURVEYING.COM

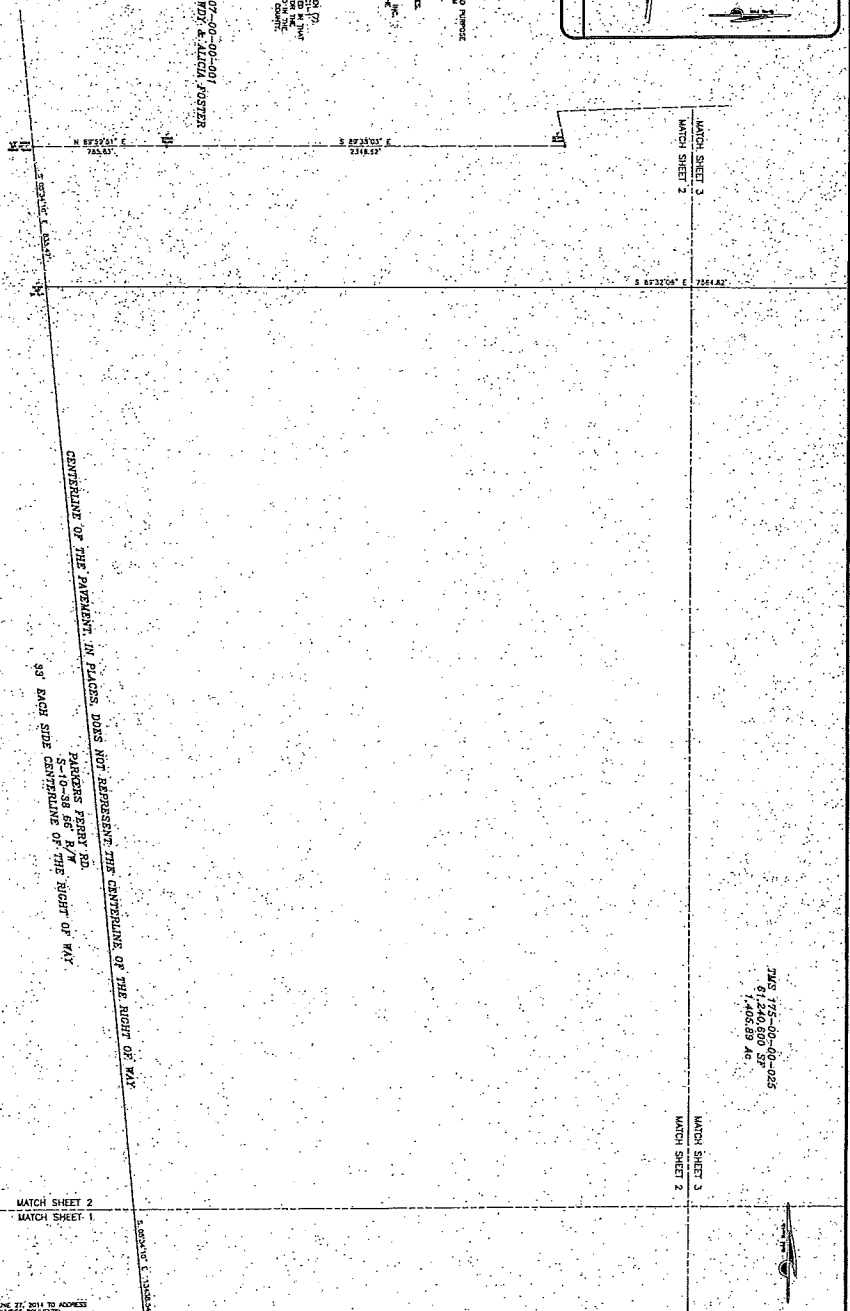
JOB NUMBER 2014-0553-3



- 1) AREA WAS DETERMINED BY THE COMPASS METHOD.
- 2) ALL POINTS WERE CHECKED BY THE SURVEYOR'S FIELD BOOK.
- 3) THE PUBLIC RECORDS REFERENCE TO THIS PLAT ARE:
 - 1) DEED BOOK 107, PAGE 118
 - 2) DEED BOOK 107, PAGE 119
 - 3) DEED BOOK 107, PAGE 120
- 4) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 5) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 6) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 7) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 8) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 9) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.
- 10) THE PLAT IS SUBJECT TO THE STATEMENT OF THE SURVEYOR'S FIELD BOOK.

THIS 107-00-00-001
DELORES BRAWDY & ALICIA FOSTER

RECORDED IN THE OFFICE OF THE CLERK OF COURTS, CHARLESTON COUNTY, SOUTH CAROLINA, ON MAY 28, 2014, AT 10:00 AM.



THIS 107-00-00-002
61,240.600 SQ FT
1,408.89 AC

APPROVED SURV. MAP

[Signature]
Charleston County Surveyor

[Signature]
Karl E. Little, DSR

COUNTY STAMP BOX

TYPE	RECORDED	INDEXED
Survey Map	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

RECORDED IN THE OFFICE OF THE CLERK OF COURTS, CHARLESTON COUNTY, SOUTH CAROLINA, ON MAY 28, 2014, AT 10:00 AM.

THE CENTERLINE OF THE PAVEMENT IN PLACE, DOES NOT REPRESENT THE CENTERLINE OF THE RIGHT OF WAY.

3rd EACH SIDE CENTERLINE OF THE RIGHT OF WAY.

PAVEMENT PERFORMED BY [Name]

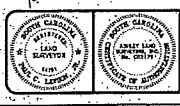
DATE [Date]

BY [Name]

SCALE: 1" = 300'

MAY 28, 2014

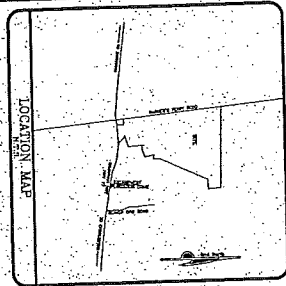
RECORDING INFORMATION: THIS PLAT WAS RECORDED IN THE OFFICE OF THE CLERK OF COURTS, CHARLESTON COUNTY, SOUTH CAROLINA, ON MAY 28, 2014, AT 10:00 AM.



SUBDIVISION PLAT CREATING A 1,408.89 ACRE TRACT OUT OF THE 116-00-00-001 GRANT TO
MAY - EAST ESTATS CHARLESTON LLC
LOCATED NEAR ADAMS RUN
CHARLESTON COUNTY, SOUTH CAROLINA

AASHLEY
LAND SURVEYING, INC.

3088 SANDHURST DRIVE, CHARLESTON, SOUTH CAROLINA 29405
TEL: 803.774.4415 FAX: 803.774.4415
EMAIL: PLATS@AASHLEYLANDSURVEYING.COM WWW.AASHLEYLANDSURVEYING.COM



- 1) THIS PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 2) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 3) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 4) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 5) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 6) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 7) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 8) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 9) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.
- 10) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT OF 1971, AS AMENDED BY THE CONSTITUTIONAL AMENDMENT OF 1995.

APPROVED FINAL PLAT

COUNTY STAMP BOX

RECORDED

FILE NO. 175-00-00-025

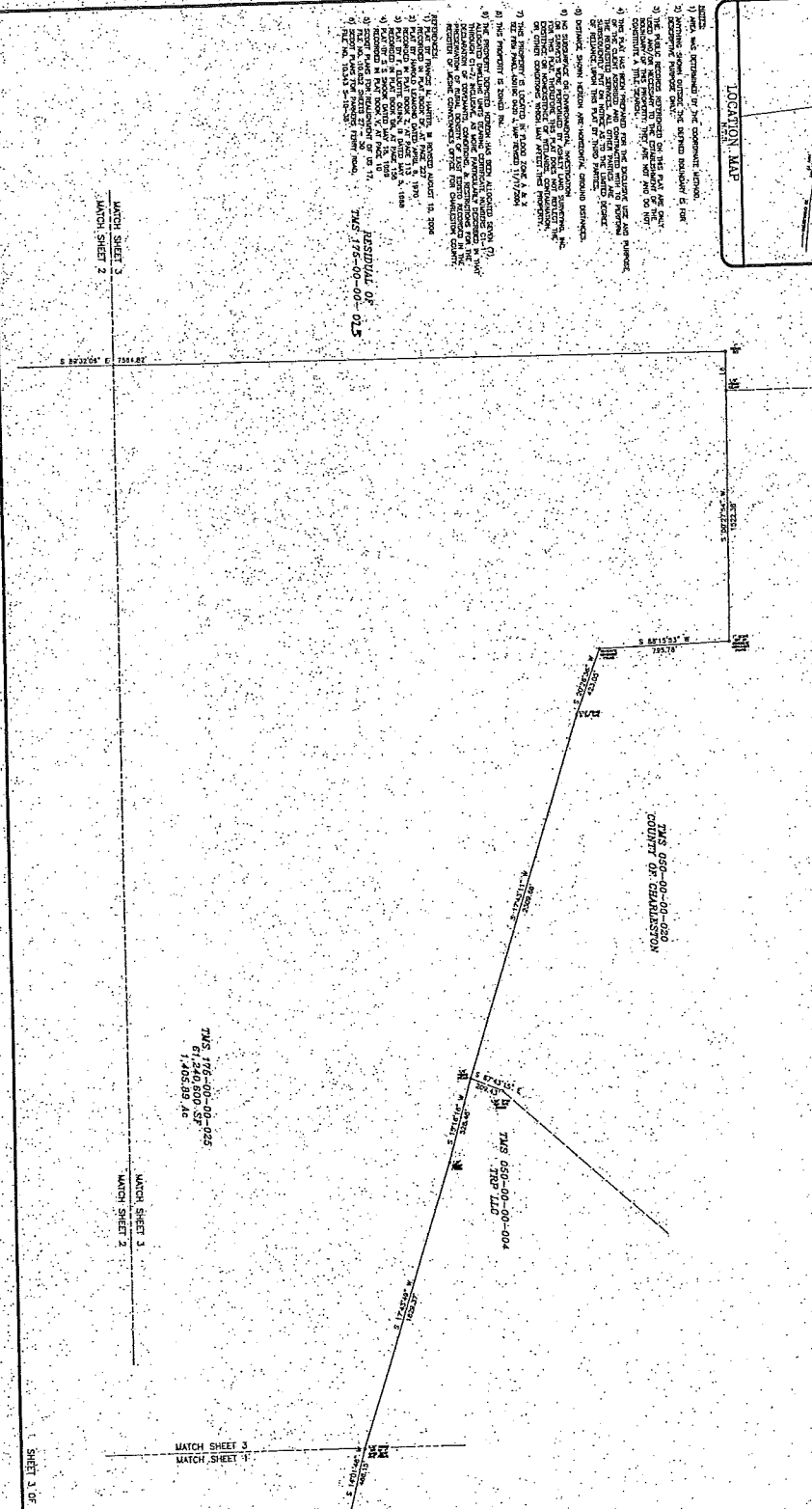
DATE 05/28/2014

BY [Signature]

CLERK OF COURTS

LEGEND

1/4" = 300'	BOUNDARY
2" = 300'	ADJACENT PROPERTY
3" = 300'	ADJACENT PROPERTY
4" = 300'	ADJACENT PROPERTY
5" = 300'	ADJACENT PROPERTY
6" = 300'	ADJACENT PROPERTY
7" = 300'	ADJACENT PROPERTY
8" = 300'	ADJACENT PROPERTY
9" = 300'	ADJACENT PROPERTY
10" = 300'	ADJACENT PROPERTY



SCALE: 1" = 300'

MAY 28, 2014

Paul C. [Signature]



SUBDIVISION PLAT CREATING A 1.40583 ACRE TRACT OUT OF TMS 175-00-00-025 OWNED BY WVV - EAST EDISTO CHARLESTON LLC LOCATED NEAR ADAMS RUN CHARLESTON COUNTY, SOUTH CAROLINA

AASHLEY

LAND SURVEYING, INC.

302 SANGAREE PARKWAY BUNDESVILLE, SC 29688

TELEPHONE (803) 474-1414 FAX (803) 477-2028

EMAIL: PLATSON@AASHLEYSC.COM WEB: WWW.AASHLEYSC.COM

JOB NUMBER 2014-0553-003

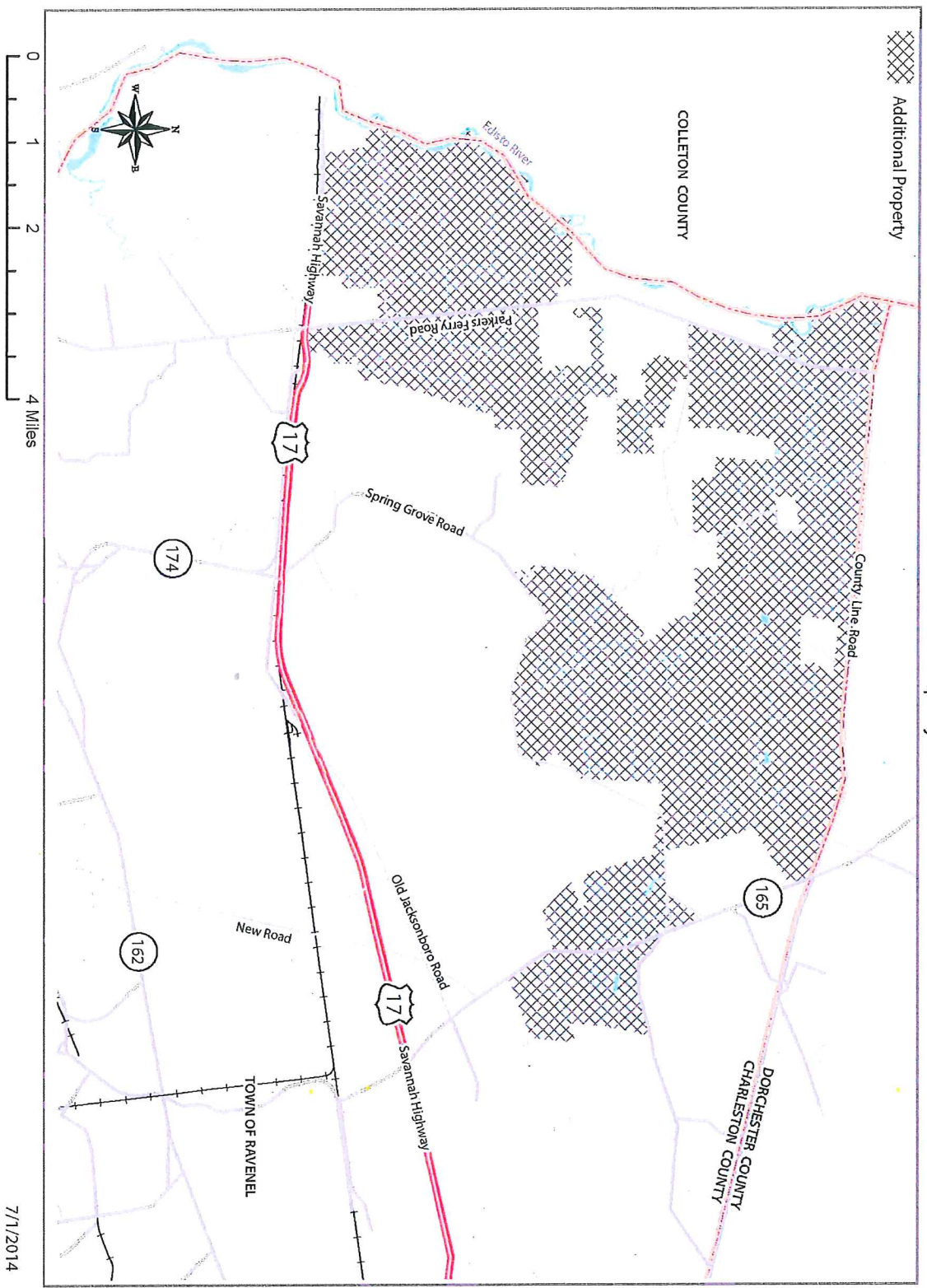
Exhibit "B"
Additional Property

Note to clerk and title examiners.

This Covenant is not intended to create an encumbrance on title to the property depicted in Exhibit "B" except for any such portion of the property depicted 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.

[see attached Exhibit "B" – Additional Property]

Exhibit "B"
Additional Property



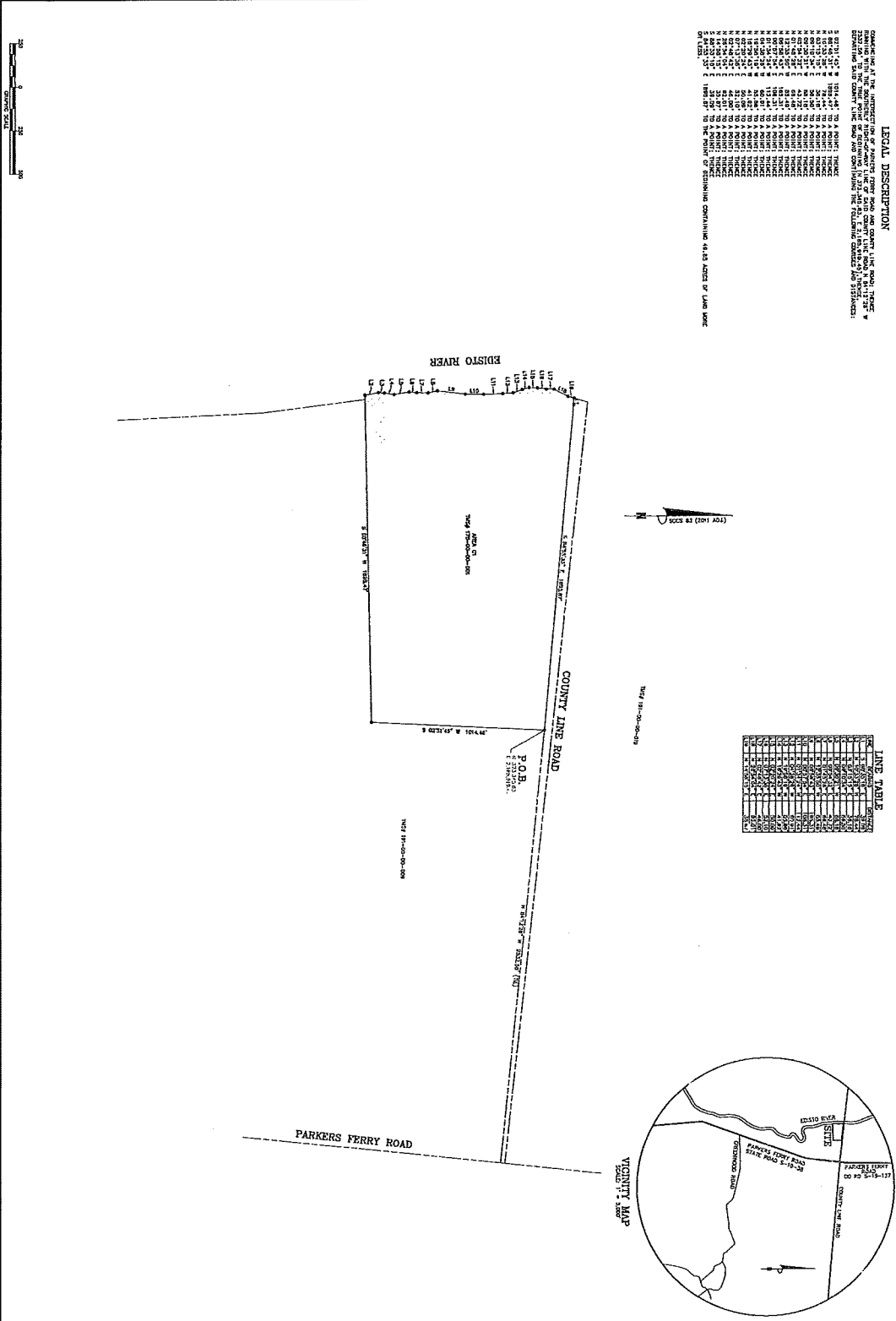
7/1/2014

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]



LEGAL DESCRIPTION

Containing the intersection of the Adams Ferry Road and County Line Road, there is a parcel of land in the County of Charleston, South Carolina, which is being surveyed and shown hereon in the following manner, to-wit:

1. A corner thence N 89° 45' 00" E 350.00 feet to the Point of Beginning.
2. A corner thence S 00° 00' 00" E 175.00 feet to the Point of Beginning.
3. A corner thence S 89° 45' 00" W 350.00 feet to the Point of Beginning.
4. A corner thence N 89° 45' 00" E 175.00 feet to the Point of Beginning.

THE TOTAL AREA OF THIS PARCEL IS 175,000 SQUARE FEET OR 4.00 ACRES.

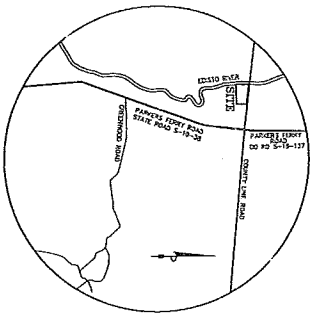
LINE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N 89° 45' 00" E	350.00	175,000
2	S 00° 00' 00" E	175.00	175,000
3	S 89° 45' 00" W	350.00	175,000
4	N 89° 45' 00" E	175.00	175,000



175' 11" 00" 00"

VICINITY MAP



NOTE:

1. THE SURVEY IS NOT THE RESULT OF A LAND SURVEY AND IS NOT INTENDED TO BE USED IN THE TRANSFER OF TITLE.
2. THE TAX MAP NO. 175-00-00-001 IS SUBJECT TO THE TAX MAP RECORDS OF THE COUNTY OF CHARLESTON, SOUTH CAROLINA.
3. THE ENCLOSURED AREA IS NOT INTENDED TO BE USED AS EVIDENCE OF ANY AND ALL RESERVATIONS IN THE PROPERTY.
4. PROPERTY LINES PROVIDED BY CHARLESTON COUNTY PARCEL DATA.
5. THE ENCLOSURED AREA IS NOT INTENDED TO BE USED AS EVIDENCE OF ANY AND ALL RESERVATIONS IN THE PROPERTY.

EXHIBIT SHOWING
A PORTION OF TMS# 175-00-00-001

AREA C1

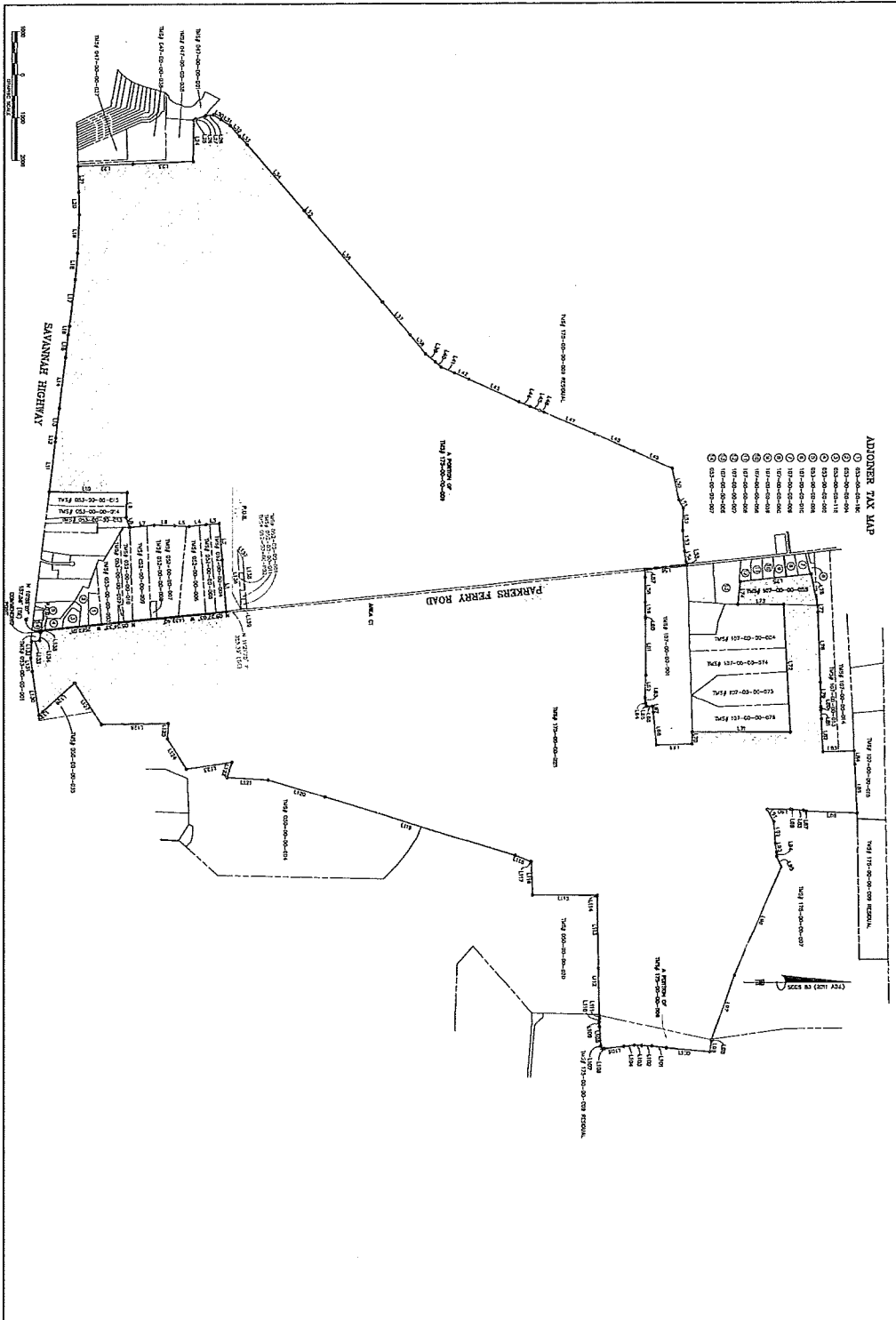
SUNDERVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

COUNTY PROJECT NUMBER

DATE	DESCRIPTION

SHEET 1 OF 4

4878-D-MP-011-001



ADDENDUM TAX MAP

- ① 175-00-00-009
- ② 175-00-00-001
- ③ 175-00-00-035
- ④ 175-00-00-025
- ⑤ 175-00-00-001
- ⑥ 175-00-00-001
- ⑦ 175-00-00-001
- ⑧ 175-00-00-001
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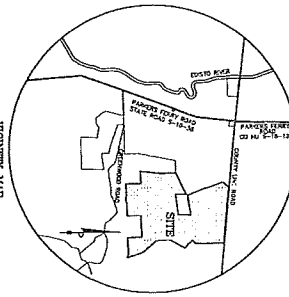
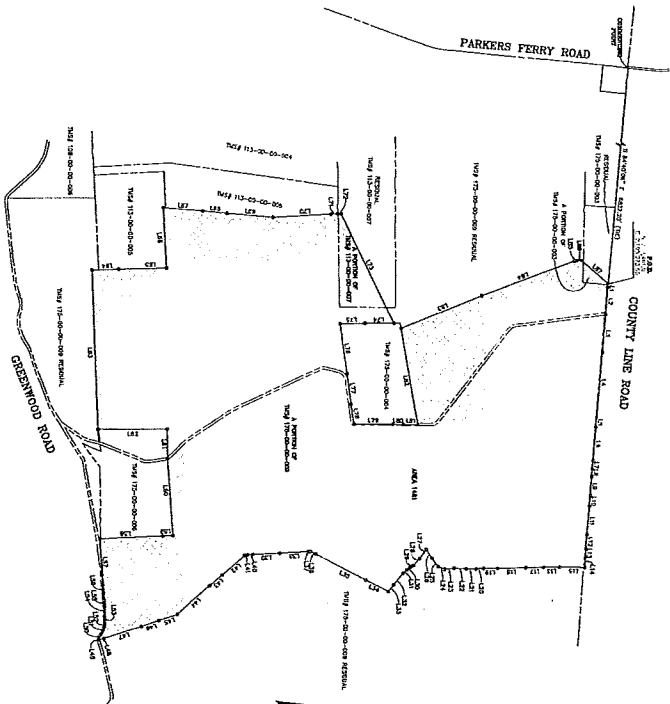
EXHIBIT SHOWING
 A PORTION OF TMS# 175-00-00-009, 047-00-00-001
 AND 047-00-00-035 AND
 TMS# 107-00-00-055 AND TMS# 175-00-00-025
AREA C1
 SUMMERVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

NO.	DATE	DESCRIPTION
1	04/28/2014	...
2	04/28/2014	...
3	04/28/2014	...
4	04/28/2014	...
5	04/28/2014	...
6	04/28/2014	...
7	04/28/2014	...
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11	04/28/2014	...
12	04/28/2014	...
13	04/28/2014	...
14	04/28/2014	...
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16	04/28/2014	...
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19	04/28/2014	...
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25	04/28/2014	...
26	04/28/2014	...
27	04/28/2014	...
28	04/28/2014	...
29	04/28/2014	...
30	04/28/2014	...
31	04/28/2014	...
32	04/28/2014	...
33	04/28/2014	...
34	04/28/2014	...
35	04/28/2014	...
36	04/28/2014	...
37	04/28/2014	...
38	04/28/2014	...
39	04/28/2014	...
40	04/28/2014	...
41	04/28/2014	...
42	04/28/2014	...
43	04/28/2014	...
44	04/28/2014	...
45	04/28/2014	...
46	04/28/2014	...
47	04/28/2014	...
48	04/28/2014	...
49	04/28/2014	...
50	04/28/2014	...

Boylan
 Surveyors
 1000 ...
 Charleston, SC 29405
 Phone: (803) ...
 Fax: (803) ...
 Email: ...@boylan.com

LOCAL DESCRIPTION

CONTRACTS OF THE STATE OF SOUTH CAROLINA...
LOCAL DESCRIPTION...
PROPERTY ADJACENT TO THE PROJECT...
PARKERS FERRY ROAD...
COUNTY LINE ROAD...
GREENWOOD ROAD...
PROPERTY ADJACENT TO THE PROJECT...



LINE NUMBER

1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
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32	100.00	100.00	100.00	100.00
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37	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00
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49	100.00	100.00	100.00	100.00
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51	100.00	100.00	100.00	100.00
52	100.00	100.00	100.00	100.00
53	100.00	100.00	100.00	100.00
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89	100.00	100.00	100.00	100.00
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91	100.00	100.00	100.00	100.00
92	100.00	100.00	100.00	100.00
93	100.00	100.00	100.00	100.00
94	100.00	100.00	100.00	100.00
95	100.00	100.00	100.00	100.00
96	100.00	100.00	100.00	100.00
97	100.00	100.00	100.00	100.00
98	100.00	100.00	100.00	100.00
99	100.00	100.00	100.00	100.00
100	100.00	100.00	100.00	100.00

PROPERTY ADJACENT TO THE PROJECT

COMMITTEE PROJECT NUMBER

AREA C2

SAVANVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

EXHIBIT SHOWING
A PORTION OF TMS# 175-00-00-009
AND TMS# 175-00-00-003

NOTE:

1. THIS AREA C2 IS NOT THE RESULT OF A LAND SURVEY AND IS NOT SUBJECT TO THE RULES OF PRACTICE IN THE PRACTICE OF SURVEYING.
2. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
3. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
4. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
5. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
6. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
7. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
8. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
9. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.
10. THIS AREA C2 IS NOT TO BE CONSIDERED AS A PART OF ANY AND ALL PROCEEDINGS OR ACTIONS IN THE COURTS OR IN ANY OTHER MANNER.

Bowman
Professional Surveyors
3800 Northpark Drive, Suite 100
Savannah, Georgia 31406
Tel: 912-427-4400
Fax: 912-427-4401

LEGAL DESCRIPTION (CONTINUED)

SECTION 16, TOWNSHIP 10 NORTH, RANGE 10 WEST, COUNTY OF SUMMER, SOUTH CAROLINA

... (Detailed legal descriptions of land parcels) ...

LEGAL DESCRIPTION (CONTINUED)

SECTION 16, TOWNSHIP 10 NORTH, RANGE 10 WEST, COUNTY OF SUMMER, SOUTH CAROLINA

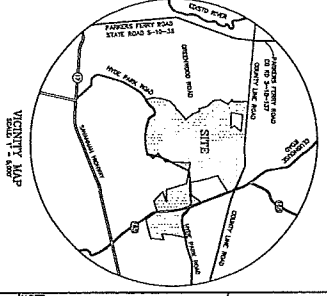
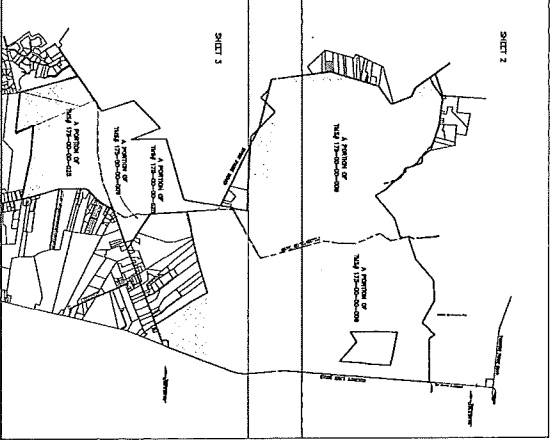
... (Detailed legal descriptions of land parcels) ...

LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
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LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1
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100



NOTE:

1. THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONVEYANCE OF INTERESTS IN REAL ESTATE.
2. THE BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE RECORD DEEDS AND SURVEYS REFERRED TO IN THE LEGAL DESCRIPTION.
3. THE DISTANCES AND BEARINGS SHOWN ON THIS MAP ARE BASED ON THE RECORD DEEDS AND SURVEYS REFERRED TO IN THE LEGAL DESCRIPTION.
4. THE AREA C3 IS A PORTION OF THE TMS #175-00-00-009, 175-00-012, 118-00-00-007, 180-00-00-045, 185-00-00-011, 234-00-00-001, 234-00-00-127 AND TMS #75-00-00-025 AND 185-00-00-008 AREA C3.
5. THE DISTANCES AND BEARINGS SHOWN ON THIS MAP ARE BASED ON THE RECORD DEEDS AND SURVEYS REFERRED TO IN THE LEGAL DESCRIPTION.

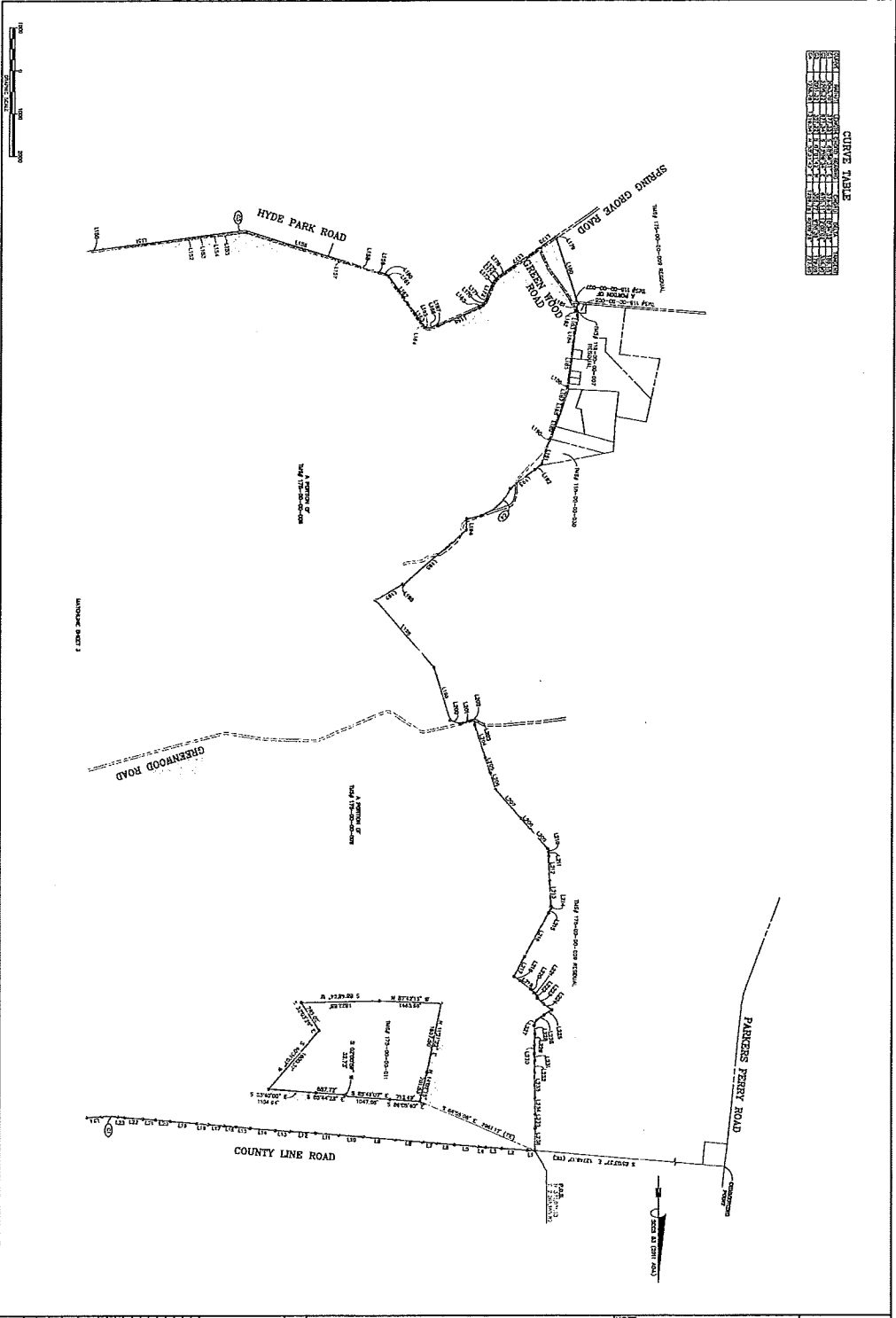
EXHIBIT SHOWS:

A PORTION OF TMS# 175-00-00-009, 175-00-012, 118-00-00-007, 180-00-00-045, 185-00-00-011, 234-00-00-001, 234-00-00-127 AND TMS #75-00-00-025 AND 185-00-00-008 AREA C3

SUMMERVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

PL161676 - East Exata Summers 50161676-01-017 (SUR) - Charleston Co RealEstate Sector ENR5114\Source\Projects\4878-D-MP-016

Bowman
 Surveyors & Engineers, Inc.
 1000 North Main Street, Suite 100
 Charleston, South Carolina 29403
 Phone: (803) 799-1111
 Fax: (803) 799-1112
 www.bowmansurveyors.com



CURVE TABLE

STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	PI	PC	PT	STATION
118+00	N 118° 15' 00" E	100.00	118° 15' 00"	100.00	118° 15' 00"	118+00	118+00	118+00
118+00	N 118° 15' 00" E	100.00	118° 15' 00"	100.00	118° 15' 00"	118+00	118+00	118+00

4876-D-MP-016

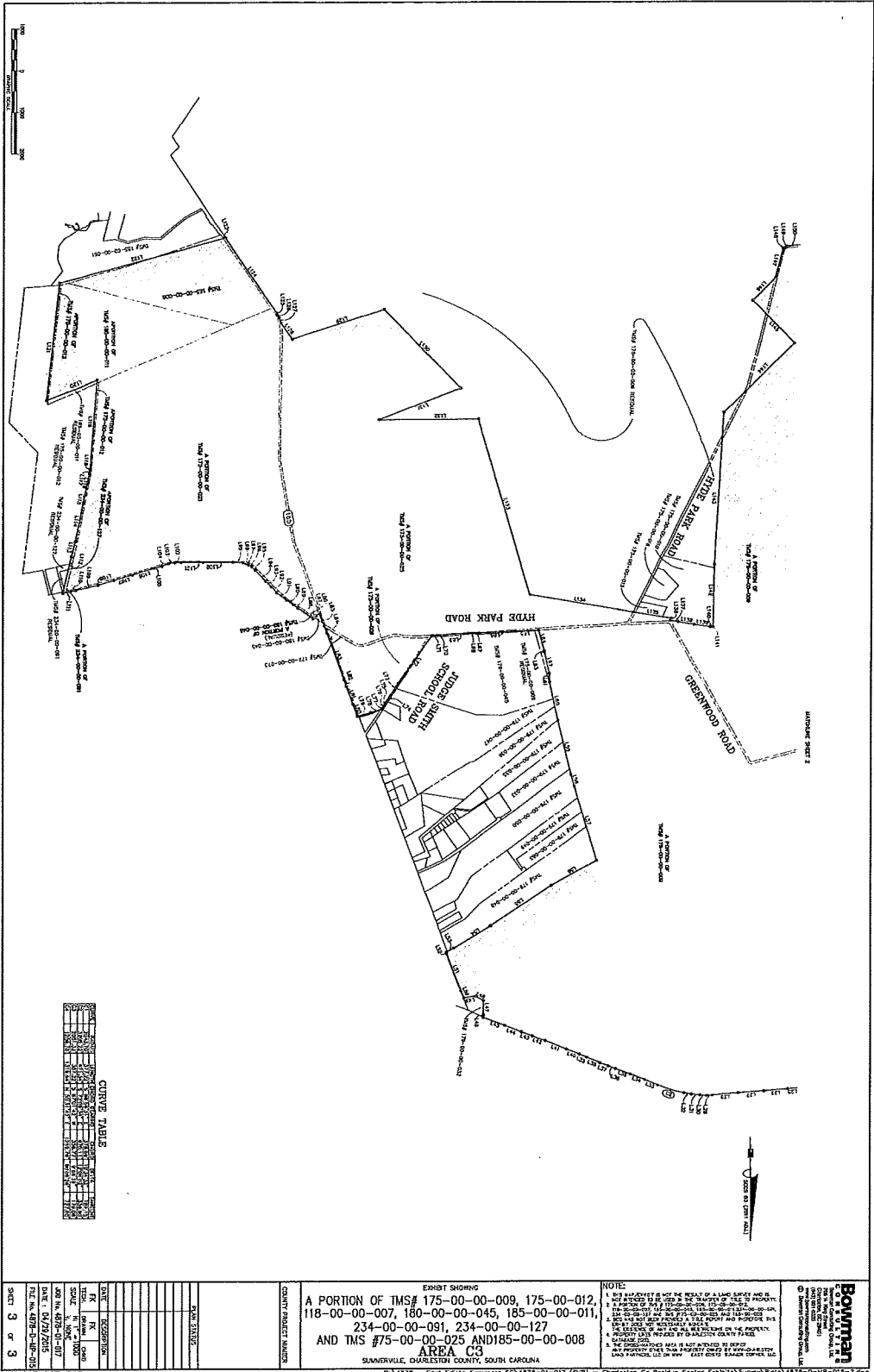
EXPERT SURVING

A PORTION OF TMS# 175-00-00-009, 175-00-012, 118-00-00-007, 180-00-00-045, 185-00-00-011, 234-00-00-091, 234-00-00-127 AND TMS #75-00-00-025 AND 185-00-00-008 AREA C3

SLAMMORVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

NOTE:
 1. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1968, AS AMENDED.
 2. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1968, AS AMENDED.
 3. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1968, AS AMENDED.
 4. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1968, AS AMENDED.
 5. THE SURVEY IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1968, AS AMENDED.

Bowman
 Surveyors
 1001 N. W. 10th St.
 Tallahassee, Florida 32303
 Phone: 904-302-1111



4878-D-MP-016

EXHIBIT SHOWING
 A PORTION OF TMS# 175-00-00-009, 175-00-012,
 118-00-00-007, 180-00-00-045, 185-00-00-011,
 234-00-00-091, 234-00-00-127
 AND TMS #75-00-00-025 AND 185-00-00-008
 AREA C3
 SLANDERVILLE, CHARLESTON COUNTY, SOUTH CAROLINA

NOTE:
 THIS SURVEY IS NOT THE RESULT OF A LAND SURVEY AND IS
 INTENDED TO BE USED AS A GUIDE ONLY. THE PRODUCT
 IS NOT TO BE USED FOR ANY PURPOSE THAT REQUIRES
 A HIGH DEGREE OF ACCURACY. THE USER SHALL BE
 RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS
 AND FOR VERIFYING THE DATA IS NOT INTENDED TO BE
 USED FOR ANY PURPOSE THAT REQUIRES A HIGH
 DEGREE OF ACCURACY. THE USER SHALL BE
 RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS
 AND FOR VERIFYING THE DATA IS NOT INTENDED TO BE
 USED FOR ANY PURPOSE THAT REQUIRES A HIGH
 DEGREE OF ACCURACY.

Bowman
 SURVEYING & ENGINEERING, LLC
 1000 W. 10TH ST.
 SUITE 100
 CHARLESTON, SC 29405
 (803) 799-1111
 WWW.BOWMAN-SURVEYING.COM

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."