

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

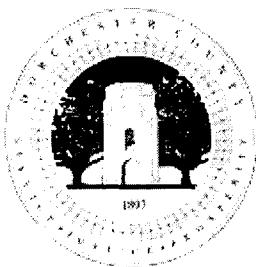
\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



<b>Instrument #:</b>	2017015202		
<b>Receipt Number:</b>	26450	<b>Return To:</b>	NELSON MULLINS
<b>Recorded As:</b>	MISCELLANEOUS		
<b>Recorded On:</b>	June 08, 2017		
<b>Recorded At:</b>	11:08:19 AM	<b>Received From:</b>	NELSON MULLINS
<b>Recorded By:</b>	NW	<b>Parties:</b>	
<b>Book/Page:</b>	RB 10840: 329 - 333		Direct- EAST EDISTO CONSERVANCY INC
<b>Total Pages:</b>	5		Indirect- WESTROCK CHARLESTON LAND

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

**Recording Fee:** \$10.00  
**Tax Charge:** \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds

FILED/RECORDED  
JUNE 8, 2017  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA ) FIFTH AMENDMENT TO DECLARATION  
 ) OF COVENANTS, CONDITIONS, AND  
 ) RESTRICTIONS FOR THE PRESERVATION  
COUNTY OF DORCHESTER ) OF THE RURAL DENSITY OF EAST EDISTO

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (this "Amendment") is made as of the 25 day of May, 2017 (the "Effective Date"), upon the affirmative vote in favor thereof by the East Edisto Conservancy, Inc., (the "Conservancy"), with the consent of WestRock-Charleston Land Partners, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto recorded at Book 9333 at Page 74 in the Register of Deeds Office for Dorchester County ("ROD"), as amended by that First Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9456 at Page 264 in the ROD, as further amended by that Second Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9536 at Page 1 in the ROD, as further amended by that Third Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9741 at Page 292 in the ROD, as supplemented by that Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 10091 at Page 253 in the ROD, as further amended by that Fourth Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 10094 at Page 052 in the ROD, as further supplemented by that Second Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 10774 at Page 193 in the ROD (as may be further amended and supplemented, the "Covenant"); and

WHEREAS, in defining the concept of a "Parcel" for purposes of the Covenant, Section 2.1 of the Covenant provides, in pertinent part, that the Property consists of "*individually owned pieces, parcels, lots or tracts of land...separately identified on a recorded subdivision plat...(each, a "Parcel")*" and additionally provides that "[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 of Deeds of Dorchester County [dividing it into more than one Parcel.>"; and

WHEREAS, from time to time, a Parcel may be partially located within and partially located outside the boundary of the Property, resulting in the portion of such Parcel located within the Property being subject to the Covenant and the portion of such Parcel located outside the Property not being subject to the Covenant, and thereby producing ambiguity or a cloud on the record with respect to the portion of such Parcel located outside the boundary of the Property; and

*Nelson Mullins Riley & Scarborough, L.L.P.  
P.O. Box 1806  
Charleston, SC 29402*

WHEREAS, it neither is nor was the intention of Declarant or Conservancy to subject or encumber any real property located outside the boundary of the Property to or with the Covenant, and in order to resolve any ambiguity and remove any cloud on title as to any such real property located outside the boundary of the Property, Conservancy, with the consent of Declarant, desires to amend the Covenant as more particularly set forth hereinbelow.

NOW, THEREFORE, upon the affirmative vote of Conservancy, as provided in Section 6.2 of the Covenant and, with the consent of Declarant, Conservancy hereby declares as follows:

1. Incorporation of Recitals. The foregoing recitals or “whereas clauses” are incorporated herein by reference and made part of this Amendment.

2. Definitions. Capitalized terms used in this Amendment which are not otherwise defined shall have the meanings described in the Covenant and in the Governing Documents as described in the Covenant.

3. Amendment to Section 2.1 of the Covenant. The following is added as new, final sentences of Section 2.1 of the Covenant:

The foregoing notwithstanding, a “Parcel” does not include, and this Covenant does not in any way bind or encumber, any portion of a piece, parcel or tract of land that is not located within the boundaries of the Property. For example, to the extent that a Parcel is comprised of land located within the boundary of the Property and land located outside the boundary of the Property, only the portion of the Parcel located within the boundary of the Property is subject to the Covenant.

4. Conflicts; Limitation of Amendment. In the event of any conflict between this Amendment and the Covenant, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Covenant shall remain unmodified and in full force and effect.

5. Headings. The paragraph headings used in this Amendment are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Amendment or any provision hereof.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.

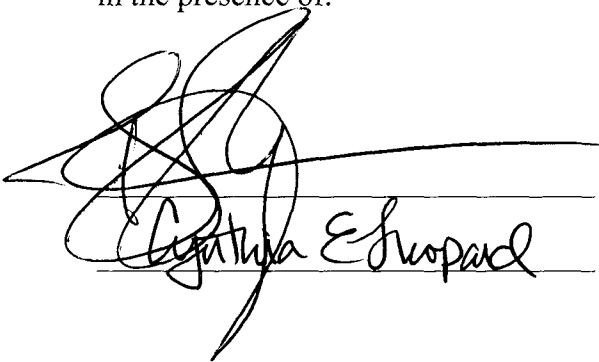
7. Counterparts. This Amendment may be executed in separate counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Amendment is entered into by the Conservancy with the consent of Declarant effective as of the Effective Date above.

FILED/RECORDED  
JUNE 8, 2017  
DORCHESTER COUNTY  
REGISTER OF DEEDS

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
Cynthia E. Shepard

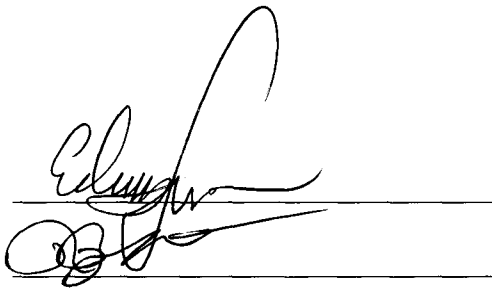
CONSERVANCY:  
East Edisto Conservancy, Inc., a South  
Carolina nonprofit corporation

By: WTT. By  
Its: SECRETARY

DECLARANT:

WE CONSENT.

WESTROCK-CHARLESTON LAND  
PARTNERS, LLC, a Delaware limited  
liability company

  
James A. Lee

By: James A. Lee  
ITS: Senior Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

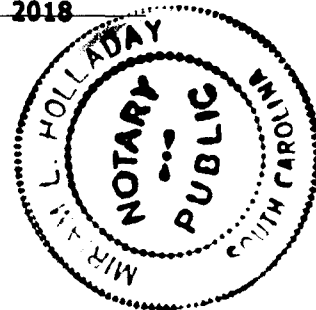
I, Miriam L. Holladay, Notary Public for the State of South Carolina, do hereby certify that WestRock-Charleston Land Partners, LLC, by James H. Hill its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 25<sup>th</sup> day of May, 2017.

Miriam L. Holladay (L.S.)

Notary Public, State of South Carolina

My Commission Expires: My Commission Expires  
May 8, 2018



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

I, Miriam L. Holladay, Notary Public for the State of South Carolina, do hereby certify that East Edisto Conservancy, Inc., a South Carolina nonprofit corporation, by William M. Baughman, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 25<sup>th</sup> day of May, 2017.

Miriam L. Holladay (L.S.)

Notary Public, State of South Carolina

My Commission Expires: My Commission Expires  
May 8, 2018

