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STATE OF SOUTH CAROLINA    )  
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 COUNTY OF CHARLESTON    )  
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FIRST AMENDMENT TO DECLARATION  
 OF COVENANTS, CONDITIONS, AND  
 RESTRICTIONS FOR THE PRESERVATION  
 OF THE RURAL DENSITY OF EAST EDISTO  
 (SPRING GROVE)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (SPRING GROVE) (this "Amendment") is made as of the \_\_\_ day of May, 2017 (the "Effective Date"), by East Edisto Conservancy, Inc., a South Carolina nonprofit corporation ("Administrator") with the consent of MWV-East Edisto Spring Grove, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant established that certain Declaration of Covenants, Conditions, and Restrictions for the Preservation of the Rural Density of East Edisto (Spring Grove) dated February 3, 2016 and recorded on February 4, 2016 in the Office of the Register of Mesne Conveyance for Charleston County ("RMC") in Book 0533, Page 098 (as supplemented by First Supplement to Declaration of Covenants, Conditions, and Restrictions for the Preservation of the Rural Density of East Edisto (Spring Grove), dated June 6, 2016 and recorded on June 7, 2016 in the RMC in Book 0559, Page 015) (the "Covenant"), encumbering certain real property located in Charleston County, South Carolina (said real property being more particularly described in the Covenant as the "Property"); 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 until a subdivision plat or condominium instrument is recorded in the office of the Register of Mesne Conveyance of Charleston County [dividing it into more than one Parcel.*"

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

WHEREAS, it neither is nor was the intention of Declarant or Administrator 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, Administrator, with the consent of Declarant, desire to amend the Covenant as more particularly set forth hereinbelow.

NOW, THEREFORE, upon the affirmative vote of Administrator, as provided in Section 6.2 of the Covenant and, with the consent of Declarant, Administrator 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 Administrator with the consent of Declarant effective as of the Effective Date above.

SIGNED, SEALED AND DELIVERED  
in the presence of:

DECLARANT:

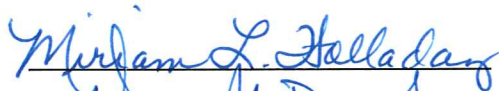
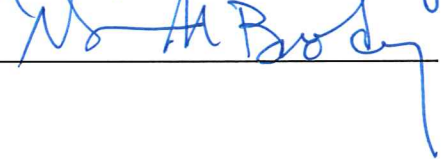
ADMINISTRATOR:  
East Edisto Conservancy, Inc., a South  
Carolina nonprofit corporation

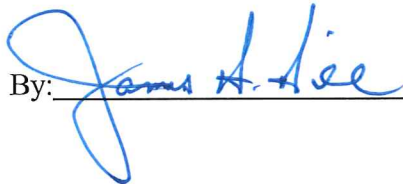
  
\_\_\_\_\_  
JOE JOHNSTON  
  
\_\_\_\_\_  
B. Sutherland

By:   
\_\_\_\_\_  
Its: SECRETARY

WE CONSENT:

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
W. A. Brody

By:   
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

I, Laura Sennett, Notary Public for the State of South Carolina, do hereby certify that MWV-East Edisto Spring Grove, LLC, a Delaware limited liability company, by its sole member, WestRock-Charleston Land Partners, LLC, by William 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 16 day of MAY, 2017.

Laura Sennett (L.S.)

Notary Public, State of South Carolina

My Commission Expires: 10.27.2018



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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

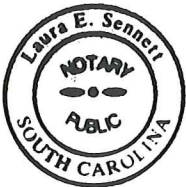
I, Laura Sennett, Notary Public for the State of South Carolina, do hereby certify that East Edisto Conservancy, Inc., a South Carolina nonprofit corporation, by James H. Hill, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 16 day of MAY, 2017.

Laura Sennett (L.S.)

Notary Public, State of South Carolina

My Commission Expires: 10.27.2018



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

# RECORDER'S PAGE



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Date:	May 16, 2017	
Time:	4:07:58 PM	
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0638	138	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

**MAKER:**

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# of Pages:   
 # of Sats:   
 # of References:

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Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 10.00</b>

**Original Book:**

0533

**Original Page:**

098

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