Charleston County RMC
101 Meeting Street, Suite 200 <> Charleston, SC 29401 PO Box 726 <> Charleston, SC 29402 V: 843.958.4800 <> F: 843.958.4803 www.charlestoncounty.org

> Charlie Lybrand, RMC Elaine Bozman, Deputy RMC



RECORDER'S RECEIPT

Received From:

NELSON MULLINS RILEY & SCARBOROUGH

POST OFFICE BOX 1806 CHARLESTON SC 29402 (BOX)

DATE: 21-Oct-14 INVOICE #: X000216727 DRAWER: Drawer 2 JBA **CLERK:** TIME: 03:55:40 PM

Description	# Total Pgs	# Bill'd Pgs	Ex / Tr Page Cost	# Refs	Chat	Pstg	Value in OOO	Unit Price	Extra Ref Cost	C	County Fee		state Fee	ltem Total
Misc/Amend	5	4	\$ -					\$10.00		\$		\$	-	\$ 10.00
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												TC	TAL	\$ 10.00

Paid:

	mount	A	Check #
Total Paid: \$ 10.			
Balance: \$ -			
	-	\$	L Check Total
	10.00	\$	Cash Total

*Please note:

The RMC Office retains any recording fee overages of \$5 or less. Due to Charleston County Auditing Procedures for the RMC Overage Account, your request for refund must be made in writing on Company letterhead and signed by the requesting party. Please send a self-addressed stamped envelope with your request. Thank you.

It is our pleasure to serve you!	
it is our preasure to serve you:	

		PER CLERK RMC OFFICE PAYMENT 10-21-14 PA 0436-19
		CHARLESTON COUNTY, SC
STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO THE
		DECLARATION OF COVENANTS,
)	CONDITIONS AND RESTRICTIONS
COUNTY OF CHARLESTON)	FOR THE PRESERVATION OF THE
)	RURAL DENSITY OF EAST EDISTO
		(NON-DEVELOPMENT AGREEMENT
		AREA)

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (NON-DEVELOPMENT AGREEMENT AREA) (the "Amendment") is made as of this ______ day of October, 2014, by MWV-East Edisto Charleston, LLC, a Delaware limited liability company (together with its successors, and assigns "Declarant" and/or "Administrator"), whose address is 201 Sigma Dr., Suite 400, Summerville, S.C. 29483.

WITNESSETH

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, the Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) by MWV-East Edisto Charleston, LLC, a Delaware limited liability company dated July 24, 2014 and recorded July 28, 2014 in Book 0419, Page 321 of the Office of the Register Mesne Conveyance of Charleston County, South Carolina ("Covenant") is designed to restrict residential development so as to achieve these goals, along with its other stated purposes, consistent with the Conservation Easement Act; 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; and

WHEREAS, the Covenant may be amended by the Administrator in accordance with Section 6.2 <u>Amendment</u> of the Covenant and the Covenant as amended 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.

NOW, THEREFORE, the Covenant is hereby amended to acknowledge and confirm that it 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. Administrator has executed its acceptance of the Covenant as hereby 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.

The Covenant is further amended to clarify the notice requirements for purposes of ensuring that the Administrator will have advance notice in order to enable it to take action, if necessary to enforce the Covenant, and that property owners subject to the Covenant will have the obligation to provide such notice as follows:

Section 2.5. <u>Transfers</u> (a)(c) of the Covenant is deleted and replaced with the following:

"(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."

Section 2.6. <u>Notice of Construction of Residential Dwellings and Accessory Residential Dwellings</u> is modified by restating it as follows:

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.

Signature Page for the First Amendment to the 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:	DECLARANT:
January Gathe	MWV-EAST EDISTO CHARLESTON, LLC, a Delaware limited liability company By: MWV-Charleston Land Partners,
	By: Kenneth T. Seeger, its President
STATE OF SOUTH CAROLINA) COUNTY OF BERKELEY)	
of MWV-Charleston Land Partners,	do hereby certify that Kenneth T. Seeger, as President LLC, sole member of MWV-EAST EDISTO liability company, personally appeared before me this of the foregoing instrument.
WITNESS my hand and seal this _	21 day of October, 2014
\(\sigma\)	



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

(L.S.)

ACKNOWLEDGEMENT OF ACCEPTANCE OF THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (NON-DEVELOPMENT AGREEMENT AREA) BY ADMINISTRATOR

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Think Gotto	ADMINISTRATOR: MWV-EAST EDISTO CHARLESTON, LLC, a Delaware limited liability company By: MWV-Charleston Land Partners, LLC, its sole member By: Kenneth T. Seeger, its President
STATE OF SOUTH CAROLINA) COUNTY OF BERKELEY)	

I, the undersigned Notary Public, do hereby certify that Kenneth T. Seeger, as President of MWV-Charleston Land Partners, LLC, sole member of MWV-EAST EDISTO CHARLESTON, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of October, 2014

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