

## 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
CLERK:	JBA
TIME:	03:55:40 PM

Description	#	#	Ex / Tr					Value	Unit	Extra	County	State	Item
	Total	Bill'd	Page	#	Cost	Refs	Chat	Pstg	in	Ref	Fee	Fee	Total
	Pgs	Pgs			\$				OOO	Cost			
Misc/Amend	5	4			\$ -					\$10.00	\$ -	\$ -	\$ 10.00
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<b>TOTAL</b>												<b>\$ 10.00</b>	

**Paid:**

Check #	Amount
<b>Check Total</b>	<b>\$ -</b>
<b>Cash Total</b>	<b>\$ 10.00</b>

**Total Paid:** \$ 10.00

**Balance:** \$ -

**\*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!*



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 Amendment 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. Transfers (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. Notice of Construction of Residential Dwellings and Accessory Residential Dwellings 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:

*John R. Grant*  
*Loretha G. Gathe*

DECLARANT:

MWV-EAST EDISTO CHARLESTON,  
LLC, a Delaware limited liability  
company

By: MWV-Charleston Land Partners,  
LLC, its sole member

By:

*Kenneth T. Seeger*  
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 21 day of October, 2014

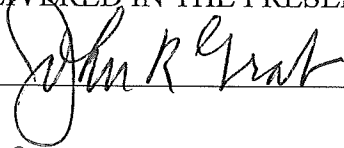

*Laura E. Sennett* (L.S.)  
Notary Public for South Carolina  
My Commission expires: 10.27.2018



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

**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:

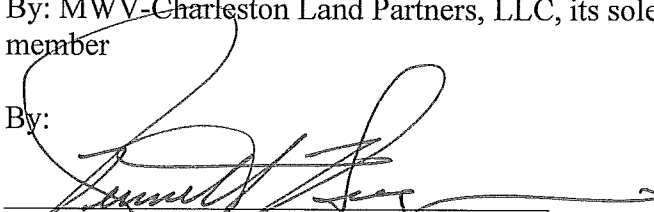
  
\_\_\_\_\_  
  
\_\_\_\_\_

ADMINISTRATOR:

MWV-EAST EDISTO CHARLESTON, LLC, a  
Delaware limited liability company

By: MWV-Charleston Land Partners, LLC, its sole  
member

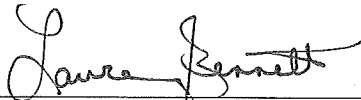
By:

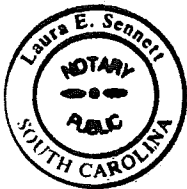
  
\_\_\_\_\_  
Kenneth T. Seeger, its President

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 21 day of October, 2014

  
\_\_\_\_\_  
Notary Public for South Carolina (L.S.)  
My Commission expires: 10-27-2018



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