

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (NON-DEVELOPMENT AGREEMENT AREA) (this "Amendment") is made as of the \_\_\_\_\_\_ day of South Carolina nonprofit corporation ("<u>Administrator</u>"), by EAST EDISTO CONSERVANCY, INC., a

## WITNESSETH:

WHEREAS, MWV-East Edisto Charleston, LLC, a Delaware limited liability company, ("Declarant") previously executed that certain Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0419, at Page 321 in the Office of the Register of Deeds for Charleston County, South Carolina ("ROD"), as amended by that First Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0436, at Page 193 in the ROD, as supplemented by that First Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0444, at Page 194 in the ROD, as further supplemented by that Second Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0447, at Page 991 in the ROD, as further supplemented by that Third Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0486, at Page 498 in the ROD, as further supplemented by that Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0517, at Page 445 in the ROD, as further supplemented by that Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0533, at Page 099 in the ROD, as assigned by that Assignment and Assumption of Rights and Obligations of Administrator Under the Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0533, at Page 100 in the ROD, as further amended by that Amended and Restated First Supplement to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0534, at Page 480 in the ROD, as further amended by that Consent to Fifth Supplement to Declaration of Covenants, Conditions, and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0623, at Page 334 in the ROD, as further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0643, at Page 583 in the ROD, and as further amended by that Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0666, at Page 855, in the ROD, (as may be further amended and supplemented, the "Covenant"); and

WHEREAS, Declarant assigned its rights under the Covenant as Administrator to Administrator pursuant to that Assignment and Assumption of Rights and Obligations of Administrator Under the Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0533, Page 100 in the ROD; and

WHEREAS, Administrator has changed its address for notices and approvals, and in order to memorialize this change in the public record, Administrator desires 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, Administrator hereby declares as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals or "whereas clauses" are incorporated herein by reference and made part of this Amendment.
- 2. <u>Definitions</u>. 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. <u>Amendment to Section 7.3 of the Covenant</u>. **ADMINISTRATOR** address in the Covenant is deleted and replaced with:

East Edisto Conservancy, Inc. P.O. Box 22557 Charleston, SC 29413 Attn: Executive Director

- 4. <u>Conflicts</u>; <u>Limitation of Amendment</u>. 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. <u>Headings</u>. 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. <u>Governing Law</u>. This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 7. <u>Counterparts</u>. 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 effective as of the Effective Date above. SIGNED, SEALED AND DELIVERED in the presence of: **ADMINISTRATOR**: EAST EDISTO CONSERVANCY, INC., Witnesses: a South Carolina nonprofit corporation Bv: Name: Its: STATE OF South CAROLINA **ACKNOWLEDGMENT** COUNTY OF Charleston On this 17th day of January , 2019, before me personally appeared the within named Carolina nonprofit corporation, who acknowledged to me that he/she executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument. Signature of Notary Public

Printed Name:

Notary Public for South
My commission expires:

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