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

THIS SECOND 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 25 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 Charleston, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0419 at Page 321 in the Register Mesne Conveyance Office for Charleston County ("RMC"), 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 RMC, as supplemented by that First Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0444 at Page 194 in the RMC ("First Supplement"), which First Supplement was amended and restated in its entirety by that Amended and Restated First Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0534 at page 480 in the RMC, as supplemented by that Second Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0447 at Page 991 in the RMC, as supplemented by that Third Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0486 at Page 498 in the RMC, as supplemented by that Fourth Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0517 at Page 445 in the RMC, as supplemented by that Fifth Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0533 at Page 099 in the RMC (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 RMC; 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 Mesne Conveyance of Charleston 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

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, 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 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:



Cynthia J. Shepard

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

By: W. M. Bay


Its: SECRETARY

DECLARANT:

WE CONSENT.

MWV-EAST EDISTO CHARLESTON,
LLC,

By: WestRock-Charleston Land Partners,
LLC, its Sole Member



By: James H. Bell
Its: Senior Vice President

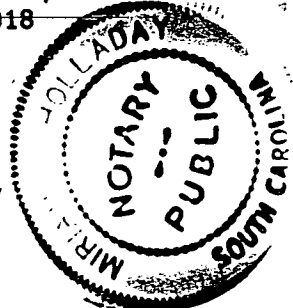
STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

I, Miriam L. Holladay, Notary Public for the State of South Carolina, do hereby certify that MWV-East Edisto Charleston, LLC, a Delaware limited liability company, by its sole member, 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 25th day of May, 2017.

Miriam L. Holladay (L.S.)
Notary Public, State of South Carolina

My Commission Expires: My Commission Expires
May 8, 2018



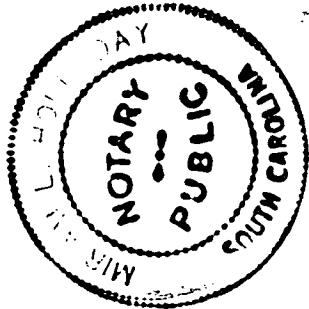
STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

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. Gaugman, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 25th day of May, 2017.

Miriam L. Holladay (L.S.)
Notary Public, State of South Carolina

My Commission Expires: My Commission Expires
May 8, 2018



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