

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

THIS THIRD 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 15 day of ^{September} ~~August~~, 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 amended by that Second Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto (Non-Development Agreement Area) recorded at Book 0643 at Page 583 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, Administrator has changed its address and contact person for notices and approvals, and in order to memorialize this change in the public record, Administrator, with 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 7.3 of the Covenant. **ADMINISTRATOR** address of the Covenant is deleted and replaced with:

East Edisto Conservancy, Inc.
1 Cordes Street
Charleston, S.C. 29401
Attn: Executive Director

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:

JO Howard
David J. Howard

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

By: WMB

Its: EXECUTIVE DIRECTOR

DECLARANT:

WE CONSENT.

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

JO Howard
David J. Howard

By: A. M. & S. J.
512 v.p.

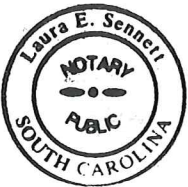
STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

I, Laura Sennett, Notary Public for the State of South Carolina, do hereby certify that MWV-East Edisto Charleston, LLC, a Delaware limited liability company, by its sole member, WestRock-Charleston Land Partners, LLC, by MARK LEWIS its SVP, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 15 day of SEPTEMBER, 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 William M. Baughman, its EXECUTIVE DIRECTOR, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 15 day of SEPTEMBER, 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