STATE OF SOUTH CAROLINA)	SECOND SUPPLEMENT TO DECLARATION
)	OF COVENANTS, CONDITIONS AND
COUNTY OF DORCHESTER)	RESTRICTIONS FOR THE PRESERVATION
)	OF THE RURAL DENSITY OF EAST EDISTO

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVATION OF THE RURAL DENSITY OF EAST EDISTO (the "Supplement") is made as of this _____ day of April, 2017, by WestRock-Charleston Land Partners, LLC, a Delaware limited liability company (together with its successors, and assigns "Declarant"), whose address is 201 Sigma Dr., Suite 400, Summerville, S.C. 29486 with the consent of an Owner (as hereinafter defined) that has joined in the execution of this Supplement.

RECITALS:

WHEREAS, Declarant previously executed that certain Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9333 at Page 74 in the Register of Deeds Office for Dorchester County ("ROD"), as amended by that First Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9456 at Page 264 in the ROD, as further amended by that Second Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9536 at Page 1 in the ROD, as further amended by that Third Amendment to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 9741 at Page 292 in the ROD, as supplemented by that Supplement to Declaration for Covenants, Conditions and Restrictions for the Preservation of Rural Density of East Edisto recorded at Book 10091 at Page 253 in the ROD (as may be further amended and supplemented, the "Covenant"); and

WHEREAS, Owner owns and holds record title to that certain real property described on Exhibit A hereto and depicted on Exhibit A-1 hereto (the "Supplement Property"), which Supplement Property is a portion of the Additional Property; and

WHEREAS, the Covenant contemplates Supplements to, among other things, submit additional property to the Covenant, and impose additional obligations or restrictions on such property; and

WHEREAS, the Declarant has determined, pursuant to Section 5.1 of the Covenant, that the Supplement Property is to be subject to and administered pursuant to the Covenant as supplemented by this Supplement and the Owner deems it appropriate to consent to this Supplement and to acknowledge that the Supplement Property is subject to the terms of the Covenant; and

AGREEMENT:

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Covenant, and in consideration of the sum of Five and No/100 (\$5.00) Dollars, the above set forth premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant, with the consent of Owner, who holds fee simple title to the Supplement Property, hereby subjects the Supplement Property to the provisions of the Covenant as modified by this Supplement. Commencing on the date hereof, the Supplement Property shall be construed as part of the Property for all purposes of the Covenant. The Supplement Property shall be subject to and administered pursuant to the Covenant, this Supplement and the Governing Documents, each of which shall have a legal and binding effect on all Owners and occupants of any portion of the Property and any other who may now or hereafter hold an interest in any portion of the Property.

- 1. <u>Definitions</u>. Capitalized terms used in this Supplement which are not otherwise defined shall have the meanings described in the Covenant and in the Governing Documents as described in the Covenant. This Supplement constitutes a Supplement to the Covenant.
- 2. <u>Limitation on Residential Dwellings</u>. The Supplement Property is comprised of those portions of the Area listed in Table 2 below which are depicted on the Supplement Property Map attached hereto and incorporated herein as Exhibit "A-1". The Supplement Property is hereby allocated the number of Residential Dwelling Units listed in Table 2 below. For avoidance of doubt, the Supplement Property may comprise only a portion of the Area listed in Table 2 below and such Area may be allocated additional Residential Dwelling Units in the future.

Table 2. Allocation of Residential Dwelling Units				
Area	Residential Dwelling	Certificate Numbers for		
	Units	Residential Dwelling Units		
WH2	1004	WH2-1 THROUGH WH2-1004		

- 3. <u>Conflicts</u>. In the event of any conflict between this Supplement and the Covenant, the terms of the Covenant shall control.
- 4. <u>Headings</u>. The paragraph headings used in this Supplement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Supplement or any provision hereof.
- 5. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 6. <u>Amendment</u>. The provisions of Section VI of the Covenant shall apply to the amendment of this Supplement.

IN WITNESS THEREOF, the undersigned Declarant has executed and delivered this Supplement as of this ______ day of April, 2017.

WITNESSES:	
A Constant	

DECLARANT:

WESTROCK-CHARLESTON LAND PARTNERS, LLC, a Delaware limited liability company

Kenneth T. Seeger, its President

Miriam L. Holladay

STATE OF SOUTH CAROLINA)	ACKNOWLEDGMENT
COUNTY OF BERKELEY)	

The foregoing instrument was acknowledged before me this 20 day of April, 2017, by Kenneth T. Seeger, President of WestRock-Charleston Land Partners, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public for South Carolina

My Commission Expires: 10.21.2018

POTAND PO

Laura E. Sennett NOTARY PUBLIC State of South Carolina My Commission Expires October 27, 2018 IN WITNESS THEREOF, the undersigned Owner has executed and delivered this Supplement as of this day of April, 2017.

<u>WITNESSES</u> :	OWNEI	R:
Lanista Cast	a Delawa by WestF its sole n	rare limited liability company, Rock-Charleston Land Partners, LLC, member T. Seeger, its President
Miriam L. Holladary		
STATE OF SOUTH CAROLINA COUNTY OF BERKELEY)))	ACKNOWLEDGMENT
Kenneth T. Seeger, President of We	stRock-Charlesto MWV-Historic P	before me this 20 day of April, 2017, by on Land Partners, LLC, a Delaware limited Properties, LLC, on behalf of such limited or South Carolina an Expires: 10.27-2018
Laura E. Sennett NOTARY PUBLIC State of South Carolina My Commission Expires October 27, 2018	wy Commission	TExpires. 10 × 10 × 10 × 10 × 10 × 10 × 10 × 10

Exhibit A

(Description of Supplement Property)

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF SOUTHEASTERLY RIGHT-OF-WAY LINE OF DELEMAR HIGHWAY AND CLUBHOUSE ROAD; THENCE DEPARTING SAID INTERSECTION AND CONTINUING N 45°04'46" E 29,724.66' TO THE TRUE POINT OF BEGINNING [N 393,493.22, E 2,239,404.67]; THENCE DEPARTING SAID POINT OF BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES: THENCE

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N 43°04'45" E 212.67' TO A POINT; THENCE
N 42°53'35" E 31.17' TO A POINT; THENCE
N 42°53'35" E 542.69' TO A POINT; THENCE
N 42°53'35" E 633.41' TO A POINT; THENCE
N 42°54'12" E 11.03' TO A POINT; THENCE
N 42°54'11" E 361.44' TO A POINT; THENCE
N 42°54'11" E 52.35' TO A POINT; THENCE
N 42°54'12" E 44.50' TO A POINT; THENCE
N 42°30'12" E 50.08' TO A POINT; THENCE
N 43°33'29" E 150.58' TO A POINT; THENCE
N 43°20'51" E 200.54' TO A POINT; THENCE
N 43°20'52" E 531.62' TO A POINT; THENCE
N 43°20'52" E 40.70' TO A POINT; THENCE
N 42°11'29" E 144.48' TO A POINT; THENCE
N 42°11'29" E 822.79' TO A POINT; THENCE
N 42°11'29" E 23.25' TO A POINT; THENCE
N 40°40'34" E 622.14' TO A POINT; THENCE
N 40°40'34" E 493.82' TO A POINT; THENCE
N 41°09'33" E 225.58' TO A POINT; THENCE
N 42°08'40" E 297.67' TO A POINT; THENCE
N 40°17'52" E 301.21' TO A POINT; THENCE
N 42°31'17" E 480.91' TO A POINT; THENCE
N 42°43'19" E 363.92' TO A POINT; THENCE
N 42°43'16" E 5.75' TO A POINT; THENCE
N 42°38'27" E 301.97' TO A POINT; THENCE
N 42°38'27" E 478.94' TO A POINT; THENCE
N 42°38'27" E 353.41' TO A POINT; THENCE
N 41°09'20" E 1011.90' TO A POINT; THENCE
N 41°09'20" E 125.75' TO A POINT; THENCE
N 41°04'47" E 446.26' TO A POINT; THENCE
N 42°37'12" E 644.46' TO A POINT; THENCE
N 42°59'01" E 847.89' TO A POINT; THENCE
N 43°04'29" E 904.19' TO A POINT; THENCE
N 43°04'29" E 248.23' TO A POINT; THENCE
N 42°20'31" E 768.14' TO A POINT; THENCE
N 42°44'09" E 1308.33' TO A POINT; THENCE
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N 42°44'10" E 108.04' TO A POINT; THENCE
N 42°44'09" E 228.97' TO A POINT; THENCE
S 61°11'06" E 1279.25' TO A POINT; THENCE
S 57°37'34" E 239.75' TO A POINT; THENCE
S 57°37'36" E 24.91' TO A POINT; THENCE
S 47°11'35" E 1027.42' TO A POINT; THENCE
S 46°25'47" E 569.12' TO A POINT; THENCE
S 46°25'47" E 404.53' TO A POINT; THENCE
S 46°25'46" E 516.64' TO A POINT; THENCE
S 46°25'46" E 231.30' TO A POINT; THENCE
S 46°25'46" E 19.85' TO A POINT; THENCE
S 47°20'07" E 508.94' TO A POINT; THENCE
S 47°20'06" E 1426.11' TO A POINT; THENCE
S 46°41'58" E 1241.27' TO A POINT; THENCE
S 46°41'57" E 1554.02' TO A POINT; THENCE
S 46°31'55" E 748.15' TO A POINT; THENCE
S 46°31'54" E 284.30' TO A POINT; THENCE
S 44°24'53" E 371.90' TO A POINT; THENCE
S 41°57'26" E 1255.38' TO A POINT; THENCE
S 40°51'29" E 787.34' TO A POINT; THENCE
S 51°27'35" W 178.14' TO A POINT; THENCE
S 51°27'34" W 2011.05' TO A POINT; THENCE
S 51°27'42" W 2.80' TO A POINT; THENCE
S 51°27'26" W 6.04' TO A POINT; THENCE
S 49°47'52" W 611.31' TO A POINT; THENCE
S 50°54'48" W 45.43' TO A POINT; THENCE
S 50°54'48" W 1097.57' TO A POINT; THENCE
S 49°34'30" W 793.34' TO A POINT; THENCE
S 37°46'16" E 263.61' TO A POINT; THENCE
S 37°46'17" E 5.27' TO A POINT; THENCE
S 40°15'01" E 1231.42' TO A POINT; THENCE
S 40°15'00" E 85.10' TO A POINT; THENCE
S 40°15'01" E 212.00' TO A POINT; THENCE
S 37°29'05" E 44.03' TO A POINT; THENCE
S 37°29'05" E 169.42' TO A POINT; THENCE
S 37°29'05" E 435.49' TO A POINT; THENCE
S 40°58'51" E 252.40' TO A POINT; THENCE
S 40°58'51" E 660.62' TO A POINT; THENCE
S 60°58'55" W 365.38' TO A POINT; THENCE
S 61°29'04" W 551.75' TO A POINT; THENCE
S 61°23'09" W 824.94' TO A POINT; THENCE
S 61°23'08" W 659.92' TO A POINT; THENCE
S 61°23'08" W 185.71' TO A POINT; THENCE
S 60°34'21" W 417.32' TO A POINT; THENCE
S 60°34'26" W 13.58' TO A POINT; THENCE
S 61°55'46" W 979.22' TO A POINT; THENCE
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S 61°55'46" W 220.55' TO A POINT; THENCE
S 62°12'20" W 295.57' TO A POINT; THENCE
S 62°12'19" W 31.32' TO A POINT; THENCE
S 61°28'11" W 1019.35' TO A POINT; THENCE
N 76°19'21" W 49.89' TO A POINT; THENCE
N 76°19'21" W 680.55' TO A POINT; THENCE
S 40°29'14" W 569.67' TO A POINT; THENCE
S 42°21'20" W 113.37' TO A POINT; THENCE
S 42°21'21" W 113.84' TO A POINT; THENCE
S 41°08'54" W 183.16' TO A POINT; THENCE
N 59°33'45" W 1554.06' TO A POINT; THENCE
N 83°23'35" W 354.67' TO A POINT; THENCE
N 57°42'58" W 166.75' TO A POINT; THENCE
N 30°27'50" E 221.56' TO A POINT; THENCE
N 59°32'09" W 599.85' TO A POINT; THENCE
S 30°31'53" W 84.95' TO A POINT; THENCE
N 59°32'14" W 10157.43' TO A POINT; THENCE
N 59°32'14" W 95.77' TO THE POINT OF BEGINNING
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CONTAINING 174,222,747 SQUARE FEET OR 3999.6039 ACRES OF LAND MORE OR LESS

Exhibit A-1
(Supplement Property Map)

[see attached]

