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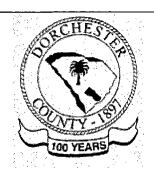
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DORCHESTER COUNTY

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MARGARET L. BAILEY
Register of Deeds



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REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

	FILED/RECORDED June 27, 2014 DORCHESTER COUNTY REGISTER OF DEEDS	
STATE OF SOUTH CAROLINA	) DECLARATION OF COVENANTS,	
	) CONDITIONS AND RESTRICTIONS	
COUNTY OF DORCHESTER	) FOR THE PRESERVATION OF THE	
	) RURAL DENSITY OF EAST EDISTO	

### WITNESSETH

WHEREAS, Declarant and its affiliates are the owners of real property known as East Edisto located in the County of Charleston and the County of Dorchester, in the State of South Carolina (the "State"), consisting of the real property described on Exhibit "A" and depicted as the cross-hatched area on Exhibit "A-1" (the "Property") and the real property depicted on Exhibit "B" (the "Additional Property"), attached hereto and made a part hereof; and

WHEREAS, the Property currently consists of managed forests and relatively undeveloped natural areas of ecological, scenic, rural and aesthetic value, and has substantial value and potential as open space, rural agricultural, recreational and silvicultural lands, all of which contribute to and comprise the rural density of the Property to be preserved under this Covenant; and

WHEREAS, as an integral part of the plan for protecting <u>in perpetuity</u> the Property's rural density, Declarant has established or will establish the East Edisto Conservancy, Inc., ("<u>Conservancy</u>") to administer and enforce the Covenant, its Articles of Incorporation, its By-Laws and declarations of covenants, conditions and restrictions for the preservation of the rural density of other portions of East Edisto located in located in the County of Charleston and the County of Dorchester (collectively, the "<u>Governing Documents</u>") which Conservancy shall be governed by its board of directors comprised of owners of property subject to the Covenant and members of the conservation community;

NOW, THEREFORE, Declarant does hereby declare that the covenants, conditions and restrictions hereinafter set forth 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. This Covenant shall be binding on the Conservancy, its successors and assigns.

By the recording of a deed or the acceptance of title to any portion of the Property or any interest therein, the person to whom such portion of the Property or interest therein is conveyed

Jay Clay rool Nelson malling Riley + Sew bomough 151 meeting of swife also 29406 and such person's heirs, legal representatives, successors, lessees, grantees, assigns and mortgagees shall be deemed to have agreed to be bound by this Covenant.

# SECTION I PURPOSE

Recognizing the natural, scenic, aesthetic, rural, and special character and opportunity for enhancement of the Property, Declarant declares that the purpose of this Covenant is to assure that the Property will be preserved in perpetuity by restricting residential development on the Property as specifically described herein, thereby maintaining it substantially in its natural, scenic, rural, and managed forest condition ("Purpose"). This Covenant provides restrictions that are in addition to, not in lieu of, restrictions imposed on the Property by zoning ordinance.

# SECTION II RESTRICTION ON DEVELOPMENT OF RESIDENTIAL DWELLINGS

2.1 <u>Parcels</u>. The Property currently consists or may consist of individually owned pieces, parcels, lots or tracts of land intended for the exclusive development, use and occupancy by the Owners or occupants thereof and separately indentified on a recorded subdivision plat or in a recorded instrument creating a horizontal property regime or condominium under South Carolina law (each, a "<u>Parcel</u>"). The Property may also include various Parcels intended for the common use of some or all of the Owners thereof. 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 Deeds of Dorchester County ("<u>Recording Office</u>") dividing it into more than one Parcel. Nothing provided in this Covenant shall prohibit the Owner of a Parcel from further subdividing such Parcel into individually owned portions of such Parcel.

## 2.2 <u>Limitation on Residential Dwellings</u>.

Maximum Residential Dwelling Units. (a) Declarant declares that the number of residences, homes, dwellings or buildings for human habitation ("Residential Dwellings") which may be developed on the Property after the date hereof shall be limited in order to achieve the Purpose of this Covenant. Each portion of the Property cross-hatched and labeled as an "Area" on the Area Maps attached hereto and incorporated herein as Exhibit "A-1" is referred to herein as an "Area". Each Area is hereby allocated a maximum number of Residential Dwelling Units either (a) equal to the product of the Density Ratio for such Area provided in Table 2.2 below and the gross acreage of such Area provided on the Area Maps attached as Exhibit "A-1" or (b) if an Area is not provided a Density Ratio in Table 2.2 below, then pursuant to the formula provided in Table 2.2 below for calculating the maximum Residential Dwelling Units for such Area(s). Under no circumstance shall the number of Residential Dwellings developed in an Area exceed the number of Residential Dwelling Units allocated to such Area, or with respect to Areas that are allocated Residential Dwelling Units on an aggregate basis, under no circumstance shall the number of Residential Dwellings developed in such Areas exceed the number of Residential Dwelling Units allocated to such Areas in the aggregate. Furthermore, the total quantity of Residential Dwelling Units for the Areas comprising the Property shall not increase above the sum of the Residential Dwelling Units available to the Property (including by Supplement).

Table 2.2. Allocation of Residential Dwelling Units to Areas						
Area Density Ratio						
(as identified on Area Maps)	(Number of Residential Dwelling Units per gross acre of					
	Area)					
D1 -	1/200					
D2	1/50					
D3A	1/4					
D3B <sup>1</sup>	No per acre ratio; see ratios for Area D3B-C1, Area D3B-C2,					
	and Area D3B-C3, collectively, and Area D3B Residual					
a) D3B-C1	No per acre ratio; Areas D3B-C1, D3B-C2 and D3B-C3 shall					
D3B-C2	have an aggregate number of Residential Dwelling Units based					
D3B-C3	on the following formula.					
	Maximum number of Residential Dwelling Units that could be					
	developed in Areas D3B-C1, D3B-C2, D3B-C3 and D3B Residual, at a 1/4 ratio minus Maximum number of Residential					
	Dwelling Units that could be developed in Area D3B Residual					
	at a 1/25 ratio					
b) D3B Residual	1/25					
D3C	1/4					
D4 <sup>2</sup>	No per acre ratio; see ratios for Area D4-C1 and Area D4-C2, collectively, and Area D4 Residual					
	·					
a) D4-C1	No per acre ratio; Areas D4-C1 and D4-C2 shall have an					
D4-C2	aggregate number of Residential Dwelling Units based on the					
	following formula.					
	Maximum number of Residential Dwelling Units that could be					
	developed in Areas D4-C1 and D4-C2 and D4 Residual at a 1/6					
	ratio minus Maximum number of Residential Dwelling Units					
1) DAD :1 1	that could be developed in Area D4 Residual at a 1/25 ratio					
b) D4 Residual	1/25					
DS1	1/4					
DS2	1/4					
DS3	1/4					

Area D3B is not depicted separately on the Area Maps but is comprised of Area D3B-C1, Area D3B-C2, Area D3B-C3, and Area D3B Residual.

Area D4 is not depicted separately on the Area Maps but is comprised of Area D4-C1, Area D4B-C2, and Area D4 Residual.

- (b) Subdivision of Property. As Declarant or an affiliated Owner of the Property initially subdivides the Property into Parcels, Declarant may (but shall not be required to) allocate Residential Dwelling Unit(s) to each Parcel (such allocated Residential Dwelling Units are herein referred to as "Allocated Dwelling Units"), and upon such allocation (if any), the total number of Residential Dwelling Units available for allocation for an Area (or Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) shall be reduced by the number of Allocated Dwelling Unit(s) allocated to such Parcel. In addition, as an Owner subsequently subdivides a Parcel into portions of such Parcel, the Owner may (but shall not be required to) allocate the Allocated Dwelling Units originally allocated to such Parcel to such portions of the Parcel as the Owner determines in its sole discretion. Upon such allocation (if any), the total number of Allocated Dwelling Units available for allocation from such Parcel shall be reduced by the number of Allocated Dwelling Unit(s) allocated to the portions of the Parcel. The subdividing Owner shall document in the recorded subdivision plat or recorded instrument creating a horizontal property regime or condominium under South Carolina law the allocation of such Allocated Dwelling Units from the Parcel.
- (c) No Loss of Allocated Dwelling Units. The Allocated Dwelling Unit(s) for a Parcel shall not be affected by any event causing the destruction of any Residential Dwelling developed on such Parcel pursuant to the Allocated Dwelling Unit(s); such Allocated Dwelling Unit(s) shall remain with the Parcel and enable the Owner thereof to redevelop the existing Residential Dwelling(s) or develop new Residential Dwelling(s) on such Parcel.
- 2.3 Requirements for Allocated Dwelling Unit. No Residential Dwelling shall be developed upon any Parcel after the date hereof except in compliance with this Covenant. The quantity of Residential Dwellings that may be developed upon a Parcel shall not exceed the number of Allocated Dwelling Units for such Parcel. Each Residential Dwelling developed upon a Parcel after the date hereof shall be counted as one (1) Allocated Dwelling Unit. Each Allocated Dwelling Unit shall be serialized with a unique Certificate Number that identifies the Area to which such Allocated Dwelling Unit applies; for example, an acceptable Certificate Number for an Allocated Dwelling Unit in the D1 Area could be D1-1. The Conservancy shall maintain records of the Allocated Dwelling Units, their serialized Certificate Numbers and the ownership thereof. The Owner of a Parcel shall be accounted as the person that holds title to the Allocated Dwelling Unit(s) associated with such Parcel.
- 2.4 <u>Accessory Residential Dwellings</u>. In addition to Residential Dwellings that may be developed on a Parcel, accessory residential dwellings permitted by applicable zoning ordinance in effect as of the time of development (each an "<u>Accessory Residential Dwelling</u>") may be developed on a Parcel. Any such Accessory Residential Dwelling shall not require an Allocated Dwelling Unit to be developed.

## 2.5 Transfers.

(a) Generally. The Property, each Parcel and any parts thereof and any Allocated Dwelling Unit associated therewith shall be sold, leased, transferred, mortgaged, encumbered or otherwise conveyed (each, a "Transfer") in conformance with and subject to the limitations of this Covenant. For any Transfer of a Parcel or an Allocated Dwelling Unit, the transferor Owner

(including Declarant) shall: (a) document on the face of the Transferring instrument the quantity and Certificate Number(s) of Allocated Dwelling Units Transferred, (b) record such Transfer instrument in the Recording Office, and (c) deliver a copy of such instrument to Conservancy at the address specified herein not more than thirty (30) days after the date of such Transfer.

(b) Legend. The Transfer instrument transferring any Allocated Dwelling Unit or a Parcel with Allocated Dwelling Unit(s) shall include on the face of the instrument the following legend in substantially the form provided herein:

This transfer or conveyance includes the following Allocated Dwelling Units subject to that certain Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto recorded in the Register of Deeds of Dorchester County on [Month] [Day], [Year] at Book \_\_\_\_\_\_, Page

Dwelling Unit Certificate Numbers: [e.g. D1-1; D1-2; and D1-3] (*Example of form only*.)

Restriction on Transfer of Allocated Dwelling Unit Independent of Parcel. Notwithstanding anything contained herein to the contrary, with respect to a certain Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), no Owner may Transfer an Allocated Dwelling Unit independent of the Parcel to which such Allocated Dwelling Unit was allocated until such time as the Declarant has executed and recorded in the Recording Office a "Notice of Eligibility for Independent Transfer of Allocated Dwelling Units" (each such notice, an "Independent Transfer Notice") as to the certain Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), which Independent Transfer Notice Declarant shall record at any time in its sole discretion, but in no event later than the date on which Declarant has allocated all Residential Dwelling Units with respect to such Area (including by Supplement). Nothing in this Section 2.5(c) shall prohibit the Declarant from allocating a Residential Dwelling Unit (including by Supplement) to a Parcel subsequent to the date of Transfer of such Parcel to a third party in accordance with the provisions set forth in Section 2.5(a), provided that the parties to the Transfer of such Allocated Dwelling Units comply with the foregoing requirements and further provided that under no circumstance shall the total number of Allocated Dwellings Units for the Parcels which comprise an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) exceed the maximum number of Residential Dwelling Units available for allocation to such Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2). From and after the recording date of an Independent Transfer Notice for an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), all Owners may Transfer Allocated Dwelling Units for such Area (or such aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) independent of the Parcels to which such Allocated Dwelling Units were allocated for such Area (or such aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), provided that the Parcels associated with such Transfer are located within the same Area (or the same aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2), and the parties to the Transfer of such Allocated Dwelling Units comply with the foregoing requirements.

- 2.6 <u>Notice of Construction of Residential Dwellings and Accessory Residential Dwellings.</u>
  No later than the date of application for a building permit for a Residential Dwelling or any Accessory Residential Dwelling on a Parcel, the Owner of such Parcel shall notify the Conservancy of the application and the Allocated Dwelling Unit Certificate Number(s) associated with or allocated to such Parcel.
- 2.7 <u>Estoppel Certificates.</u> Within ten (10) days after receipt of a written request from any Owner, the holder ("<u>Mortgagee</u>") of a recorded mortgage or other form of security instrument affecting title to a Parcel ("<u>Mortgage</u>"), prospective Mortgagee, or prospective purchaser of a Parcel, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Conservancy's registered agent or designee, the Conservancy shall issue an estoppel letter or other documentation regarding the compliance of a Parcel with the Covenant, the quantity of Allocated Dwelling Units allocated to such Parcel and their associated Certificate Numbers or confirmation of such other facts reasonably related to a prospective Transfer of a Parcel. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested or by such other means as may be stated in the request. The Conservancy may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Conservancy as to persons who rely thereon in good faith.

# SECTION III RIGHTS AND OBLIGATIONS OF CONSERVANCY

- 3.1 <u>Functions of Conservancy</u>. The Conservancy shall be the entity primarily responsible for enforcement of the Covenant. The Conservancy shall perform its functions in accordance with the Governing Documents and the laws of the State of South Carolina. The Conservancy shall have the rights and powers as set forth in the Governing Documents to enforce the Covenant as described herein.
- 3.2 <u>Compliance</u>. Every Owner and occupant of a Parcel, and their respective employees, agents, guests and invitees, shall comply with the Covenant and shall be subject to sanctions for violations of the Covenant as described in this Section III. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Covenant by the occupants of its respective Parcel and its employees, agents, guests and invitees.

## 3.3 Remedies for Non-Compliance.

(a) The Conservancy and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents (including to enforce any violations of the Covenant and the Articles of Incorporation and By-Laws of the Conservancy), provided, the Conservancy's right to file suit, other than a suit to collect Enforcement Cost Recovery Assessments or foreclose its lien or a suit seeking temporary equitable relief, shall require prior

written notice in accordance with the enforcement procedures set forth in this Section III. The Owner notified shall have thirty (30) days after receipt of written notice to undertake actions, including restoration of the Property as necessary to comply with the Covenant, that are reasonably calculated to correct the conditions constituting such violation. Nothing contained herein shall prohibit the Owner determined to be in violation of this Covenant from acquiring additional Allocated Dwelling Unit(s) from the Declarant (or, after the recording date of the Independent Transfer Notice, from an Owner) in accordance with Section 2.5 in order to provide such Owner with sufficient Allocated Dwelling Units to cure the violation, provided that under no circumstance shall the total number of Allocated Dwellings Units for the Parcels which comprise an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) exceed the maximum number of Residential Dwelling Units available for allocation to such Area (or the aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2). If the Owner fails to initiate such corrective action, the Conservancy may, at its sole discretion, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections by Owner. All costs which the Conservancy incurs in curing any violation of, obtaining compliance with, or otherwise exercising its remedies under and enforcing the Governing Documents, including reasonable attorneys' fees and costs, whether or not suit is filed, may be assessed against the Parcel of the violator as an Enforcement Cost Recovery Assessment pursuant to Section 4.1 and shall be secured by the Conservancy's lien against the Parcel under Section 4.3.

- (b) Nothing herein shall be construed to limit the right of an Owner to seek such costs from a third party. Nothing herein shall be construed to entitle the Conservancy to institute any proceedings against an Owner for any changes to the Property due to causes beyond an Owner's control.
- (c) Nothing contained herein shall be construed as a duty on the part of the Conservancy to seek out a violation of this Covenant by an Owner, or a third party acting at the direction of, with the permission of, or under control of an Owner; provided, however, that upon becoming or being made aware of an alleged or potential violation of this Covenant, the Conservancy shall investigate such alleged or potential violation, determine whether action to enforce the Governing Documents is appropriate and the nature of any sanctions to be imposed, and bring any proceedings which may be instituted against any Owner subject to Section 3.4.
- 3.4. Decision to Pursue Enforcement Action. The decision to pursue enforcement action in any particular case shall be left to the Conservancy's discretion except that the Conservancy shall not be arbitrary or capricious in taking enforcement action. For example, the Conservancy may determine that, in a particular case: (a) the Conservancy's position is not strong enough to justify taking any or further action; (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Conservancy's resources. A decision not to enforce a particular provision shall not prevent the Conservancy from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

- 3.5 Easement for Enforcement. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Conservancy to enter all portions of the Property, including each Parcel but excluding the interior of any Residential Dwelling, to make inspections to ensure compliance with the Covenant. Except in emergencies, entry onto a Parcel shall be only during reasonable hours with reasonable prior notice. This easement shall be exercised with a minimum of interference to the quiet enjoyment to any Owner's property, and any damage shall be repaired by the Conservancy at its expense. The Conservancy may also enter a Parcel, excluding the interior of any Residential Dwelling, to abate or remove, using such measures as may be reasonably necessary, any structure, item or condition which violates the Covenant. All costs incurred, including reasonable attorneys' fees, may be assessed against the violator as an Enforcement Cost Recovery Assessment. No Owner shall have a claim or cause of action against the Declarant, the Conservancy, or their successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder, except in cases of willful or wanton misconduct.
- 3.6 <u>Enforcement Procedures</u>. The Conservancy shall have the power to impose sanctions for any violation of the Covenant. The Conservancy shall comply with the following procedures prior to imposition of sanctions.
- (a) Notice and Opportunity to Request Hearing. The Conservancy shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation which is the basis of the proposed sanction or amount due to the Conservancy, as applicable; (b) describing the proposed sanction to be imposed; and (c) informing the alleged violator that he or she has thirty (30) days after receipt of the notice to present a written request for a hearing to the Conservancy, cure the alleged violation and notify the Conservancy in writing accordingly or if the cure for such alleged violation is incapable of completion within thirty (30) days after receipt of the notice, commence and diligently pursue such cure and notify the Conservancy in writing accordingly; and (d) if the alleged violator fails to respond to the notice within the 30-day period by either requesting a hearing or notifying the Conservancy as set forth in (c) above, the Conservancy may impose the proposed sanction.

If the alleged violator cures the alleged violation or if the cure for such alleged violation is incapable of completion within thirty (30) days after receipt of the notice, commences and diligently pursues such cure and notifies the Conservancy in writing within such 30-day period the Conservancy may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

Prior to the effectiveness of sanctions imposed pursuant to this Section III, proof of proper notice shall be placed in the minutes of the Conservancy. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing or otherwise responds in writing to the Conservancy's written notice.

(b) *Hearing*. If a hearing is requested within the allotted 30-day period as provided in subsection (a) above, the hearing shall be held before the board of directors of the

Conservancy within 30 days after receipt of the alleged violator's request for a hearing. Either the Conservancy or the alleged violator may request a postponement of up to ten (10) days and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Conservancy and the alleged violator. The Conservancy shall notify the alleged violator at least ten (10) days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Conservancy shall contain a written statement of the results of the hearing (*i.e.*, the Conservancy's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within ten (10) days after the hearing.

- 3.7 Owner Right to Inspect Governing Documents. Within ten (10) days after receipt of a written request to inspect the Conservancy's books and records the Board shall make available for inspection and copying by any Owner, any holder, insurer or guarantor of a first mortgage on a Parcel, or the duly appointed representative of any of the foregoing, at such reasonable time and location as the Conservancy may specify and subject to any reasonable rules for inspection then in place, any of the books and records listed below and specified in such written request, provided that an Owner shall only be entitled to inspect the books and records enumerated in clauses (a) through (e) below if the Owner's demand is made in good faith and for a proper purpose; the Owner describes with reasonable particularity the purpose and the records the Owner desires to inspect; and the records are directly connected with this purpose.
  - (a) the Conservancy's Articles and By-laws, and all amendments currently in effect;
  - (b) copies of the Conservancy's financial statements for the three most recent years:
  - (c) a list of the names and business or home addresses of the Conservancy's current directors and officers;
  - (d) the Conservancy's most recent annual report filed with the Secretary of State;
  - (e) a roster reflecting the name and mailing address of all Owners, in alphabetical order, along with the corresponding addresses of the Parcels owned by such Owners and each Parcel's allocated Density Unit(s); and
  - (f) copies of the annual report required by the Conservancy's By-laws for the three most recent years.

# SECTION IV ENFORCEMENT COST RECOVERY ASSESSMENTS

4.1. <u>Authority to Levy Enforcement Cost Recovery Assessments; Time of Payment.</u> The Declarant hereby establishes and the Conservancy is hereby authorized to levy "Enforcement Cost Recovery Assessments" to recover all costs which the Conservancy incurs in curing any violation of, obtaining compliance with, or otherwise exercising its remedies under and enforcing the Governing Documents, including reasonable attorneys' fees and costs, whether or not suit is filed. The Conservancy may levy an Enforcement Cost Recovery Assessment against only the Parcel for which the Conservancy has incurred such costs and the Owner thereof and against no

other portion of the Property or Owners thereof. Enforcement Cost Recovery Assessments shall be paid in such manner and on such dates as the Conservancy may establish from time to time. Neither the Declarant nor the Conservancy shall have any power of assessment other than the Enforcement Cost Recovery Assessment.

## 4.2. Obligation for Enforcement Cost Recovery Assessments.

- (a) Personal Obligation. By accepting a deed to or entering into a recorded contract to purchase any Parcel, each Owner covenants and agrees to pay any applicable Enforcement Cost Recovery Assessment, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Conservancy may establish, subject to the limitations of South Carolina law), late charges as determined by the Conservancy, costs, and reasonable attorneys' fees, which shall be the personal obligation of the Owner of the Parcel at the time the violation of the Covenant associated with the Enforcement Cost Recovery Assessment occurred and a lien upon the Parcel until paid in full. Except as provided in Section 4.3(c), upon a transfer of title to a Parcel, the grantee shall be jointly and severally liable with the grantor of such Parcel for any Enforcement Cost Recovery Assessment and other charges due at the time of conveyance. The Conservancy's failure to deliver or mail to an Owner an assessment notice shall not be deemed a waiver, modification, or a release of such Owner from the obligation to pay Enforcement Cost Recovery Assessments. No Owner may exempt himself or herself from liability for Enforcement Cost Recovery Assessments. The obligation to pay Enforcement Cost Recovery Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Enforcement Cost Recovery Assessments or set-off shall be claimed or allowed for any alleged failure of the Conservancy to take some action or perform some function required of it, or from any other action it takes.
- (b) Enforcement Cost Recovery Assessment Statement. Within ten (10) days after receipt of a written request from any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Parcel, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Conservancy's registered agent or designee, the Conservancy shall issue a written statement setting forth the amount of any unpaid Enforcement Cost Recovery Assessments with respect to such Parcel and the date on which such Enforcement Cost Recovery Assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested or by such other means as may be stated in the request. The Conservancy may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Conservancy as to persons who rely thereon in good faith.

## 4.3. Lien for Enforcement Cost Recovery Assessments.

(a) Existence of Lien. The Conservancy shall have a lien against only a Parcel for which the Conservancy is authorized to levy an Enforcement Cost Recovery Assessment pursuant to Sections 4.1 and 4.2 to secure payment of such Enforcement Cost Recovery Assessment, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorneys' fees and expenses). Such lien shall be superior to all other liens, except (i)

liens and encumbrances recorded prior to this Covenant and which the Conservancy has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges; and (iii) the lien or charge of any Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel and recorded prior to the assessment becoming delinquent.

Although no further action is required to create or perfect the lien, the Conservancy may, as further evidence and notice of the lien, execute and record a document setting forth as to any such Parcel the amount of the delinquent sums due the Conservancy as of the date stated in such document and the fact that a lien exists to secure the repayment thereof. However, the failure of the Conservancy to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

- (b) Enforcement of Lien. The Conservancy's lien may be foreclosed in the same manner as a mortgage on real property under South Carolina law. The Conservancy may bid for the Parcel at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel, subject to the Owner's right of redemption, if any, under South Carolina law. The Conservancy may sue for unpaid Enforcement Cost Recovery Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.
- (c) Effect of Sale or Transfer. Sale or transfer of any Parcel shall not affect the Enforcement Cost Recovery Assessment lien or relieve such Parcel from the lien. However, the sale or transfer of any Parcel pursuant to foreclosure in accordance with South Carolina law of a first Mortgage having priority over the Conservancy's lien pursuant to Section 4.3(a) shall extinguish the lien. The subsequent Owner of the foreclosed Parcel shall not be personally liable for Enforcement Cost Recovery Assessments on such Parcel due prior to such acquisition of title.

## SECTION V EXPANSION OF THE PROPERTY

5.1. Expansion by Declarant. The Declarant, from time to time, may submit to the terms of this Covenant all or any portion of the Additional Property by recording a recorded supplement to this Covenant which submits additional property to this Covenant, imposes additional obligations or restrictions on such property or expands or contracts the boundaries of an Area, or any of the foregoing, as any such supplement may be amended (each, a "Supplement") describing the additional property to be submitted. The Declarant may record such a Supplement without the consent of any Person except the Owner of such property, if not the Declarant. The Declarant's right to expand the Property under this Section V expires when all property depicted in Exhibit "B" has been submitted to this Covenant or 40 years after this Covenant is recorded, whichever is earlier. Until then, the Declarant may transfer or assign this right to any person who is the developer of at least a portion of the real property described in Exhibit "A" or depicted in Exhibit "B." Any such transfer shall be described in a recorded instrument executed by the Declarant.

Nothing in this Covenant shall require the Declarant or any successor to submit additional property to this Covenant or to develop any of the property depicted on Exhibit "B" in any

manner whatsoever. The Declarant may submit different parcels of property to this Covenant at different times. The Declarant gives no assurances as to the boundaries of the parcels that may be submitted to this Covenant, as to whether such parcels may constitute a portion or the entirety of an Area, as to the order in which the Declarant may submit different parcels of property to this Covenant, or as to whether buildings erected on any additional property submitted to this Covenant will be compatible with other buildings in the Property in terms of architectural style, quality of construction, principal materials employed in construction, or size.

- 5.2. Additional Covenants and Easements. Any Supplement that the Declarant records may impose additional covenants and easements on the property described in such Supplement; provided, in no event shall a Supplement increase the number of Residential Dwelling Units that may be allocated to an Area (or an aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) above the number originally provided in this Covenant as to such Area (or aggregated group of Areas, in the case of Residential Dwelling Units allocated to Areas in the aggregate pursuant to Table 2.2) or otherwise materially alter the provisions of this Covenant as to the property described in such Supplement in a manner that adversely affects the enforceability of the Covenant. Such provisions may be included in a Supplement submitting additional property to this Covenant or may be set forth in a separate Supplement applicable to property previously submitted to this Covenant. If someone other than the Declarant owns the property, then the Supplement must be signed by such Owner evidencing such Owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Covenant as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.
- 5.3. <u>Effect of Filing a Supplement</u>. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Covenant shall assume Enforcement Cost Recovery Assessment liability in accordance with the provisions of this Covenant as supplemented by such Supplement.

## SECTION VI TERMINATION AND AMENDMENT OF COVENANT

- 6.1. Term and Termination. Except as otherwise permitted by South Carolina law, this Covenant shall have perpetual duration. If South Carolina law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall automatically be extended at the expiration of such period for successive periods of 10 years each. Notwithstanding the above, if any provision of this Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. This Section 6.1 shall not permit termination of any easement created in this Covenant without the consent of the holder of such easement.
- 6.2. <u>Amendment</u>. Except as otherwise specifically provided above or elsewhere in this Covenant, this Covenant may be amended only by the affirmative vote of the Conservancy with the consent

of Declarant. Notwithstanding the above, no amendment may remove, revoke, or materially adversely affect an Owner's rights hereunder in effect immediately prior to such amendment or impose any additional economic impact on an Owner without the written consent of such Owner. Any amendment pursuant to this Section 6.2 shall be prepared, executed, certified and recorded on behalf of the Conservancy by any officer designated for such purpose or, in the absence of such designation, by the Conservancy's President.

- 6.3 <u>Validity and Effective Date</u>. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of or for the benefit of the Declarant without the written consent of the Declarant (or the assignee of such right or privilege). If an Owner consents to any amendment to this Covenant, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Covenant.
- 6.4 Exhibits. Exhibits "A," "A-1," "B," and "C" are incorporated by this reference and this Section 6.4 shall govern amendment of those exhibits, except as otherwise specifically provided in this Covenant.

## SECTION VII GENERAL COVENANTS

- Cost of Ownership. Conservancy shall not be liable for or bear any costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, and any such costs shall be the responsibility of the Owners thereof. This includes the payment of any and all real estate taxes or assessments levied on the Property by authorized local, county, state or federal officials, and for obtaining any applicable governmental permits and approvals. Nothing in this Covenant shall be construed as giving rise to any right or ability in Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of Declarant's or any Owner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the corresponding state statutes.
- 7.2 <u>Subsequent Liens</u>. No provision of this Covenant should be construed as impairing the ability of the Declarant to use this Property as collateral for a subsequent monetary loan or other form of borrowing.
- 7.3 <u>Notices/Approvals</u>. Any notices or approval requests required in this Covenant will be sent by registered or certified mail, or commercial overnight carrier, to the following addresses below or to such address as may be hereafter specified by notice in writing

13

### **CONSERVANCY:**

East Edisto Conservancy, Inc. 201 Sigma Dr., Suite 400 Summerville, S.C. 29483 Attn: Mr. Kenneth T. Seeger

#### **DECLARANT:**

MWV-Charleston Land Partners, LLC 201 Sigma Dr., Suite 400 Summerville, S.C. 29483 Attn: Mr. Kenneth T. Seeger

## With copy to:

Nelson Mullins Riley & Scarborough LLP 151 Meeting Street, Suite 600 Charleston, South Carolina 29401 Attn: Newman Jackson Smith, Esq.

- 7.4 <u>Severability</u>. In the event any provision of this Covenant is determined by the appropriate court to be void and unenforceable, all remaining terms of this Covenant will remain valid and binding. In the event all or any provision of any other covenant similar to the Covenant and enforced by the Conservancy is determined by an appropriate court to be void and unenforceable, this Covenant will remain valid and binding.
- 7.5 <u>Assignment by Conservancy</u>. The benefits of this Covenant are indivisible and may be assigned, in whole but not in part, by the Conservancy, only upon the following conditions: (i) the Conservancy must require that the Purpose of this Covenant continues to be carried out, and that all funds given, allocated or dedicated for the enforcement of this Covenant remaining with Conservancy be transferred to the assignee, and (ii) Declarant must approve the assignee in writing.
- 7.6 Declarant may transfer any or all of the Declarant's rights Assignment by Declarant. and obligations set forth in this Covenant or the other Governing Documents in whole or in part, temporarily or permanently, to other persons. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under the Governing Documents. No transfer or assignment of the Declarant's status of Declarant shall be effective unless it is in a recorded instrument which the Declarant has signed. Declarant may permit other Persons to exercise, on a one-time or limited basis, any right reserved to the Declarant in this Covenant where the Declarant does not intend to transfer such rights in its entirety. In such case it shall not be necessary to record any written assignment unless desired to evidence Declarant's consent to such exercise. At any time when any of the then person(s) in possession of the Declarant's rights or any of their affiliates are no longer also an Owner, the Declarant's rights (including, but not limited to, the right of Declarant to consent to any action described herein) shall be deemed to have expired and to be of no further force and effect, thereby no longer entitling Declarant to the right described and no longer requiring Declarant's consent to the action described, as the case may be.

- 7.7 Eminent Domain/Condemnation. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Covenant, the Owner of the taken portion of the Property shall take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for purposes of this Section, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder) will be paid to such Owner. In the event a taking does not result in the loss by the Owner of any Allocated Density Unit(s) for the property taken, such Owner may Transfer such Allocated Density Unit to any other Parcel in the same Area (or aggregated group of Areas, in the case of a Parcel located in an aggregated group of Areas pursuant to Table 2.2) as the taken property upon such terms and conditions as the Owner determines.
- 7.8 <u>Waiver of Rights</u>. Conservancy, its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with this Covenant by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Conservancy for enforcement of this Covenant.
- 7.9 <u>Warranty of Title</u>. Declarant hereby warrants and represents that the Declarant is seized of the Property in fee simple, subject to those matters set forth on Exhibit "C" hereto.
- 7.10 <u>Controlling Law</u>. The interpretation and performance of this Covenant shall be governed by the laws of the State of South Carolina where the Property is located.
- 7.11 <u>Counterparts</u>. This Covenant may be executed in multiple counterparts.
- 7.12 <u>Ambiguities</u>. The Conservancy may resolve any ambiguities in the Governing Documents, and the Conservancy's reasonable interpretation of an ambiguous provision shall be determinative.

[Remainder of Page Intentionally Left Blank]

# Signature Pages for Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto

•	
	SIGNED, SEALED AND DECLARANT:
	DELIVERED IN THE PRESENCE OF:
	MWV-CHARLESTON LAND PARTNERS, LLC,
	a Delaware limited liability company
	1 Comments
	JAMES TO THE STATE OF THE STATE
	Well Leg
	Kenneth T. Seeger, President
	FILED/RECORDED
	June 27, 2014
	DORCHESTER COUNTY REGISTER OF DEEDS
	STATE OF SOUTH CAROLINA )
	COUNTY OF BERKELEY )
	I, the undersigned Notary Public, do hereby certify that Kenneth T. Seeger, President of
	MWV-Charleston Land Partners, LLC personally appeared before me this day and
	acknowledged the due execution of the foregoing instrument.
	WHITE IS A STATE OF THE STATE O
	WITNESS my hand and seal this day of June, 2014
	WHITE AND THE STATE OF THE STAT
	X M 1 NO CONTRACTOR OF THE PARTY OF THE PART
	(L.S.) NOT
	Notary Public for South Carolina
	My Commission expires: <u> 2/20/</u> 20

# Signature Pages for Declaration of Covenants, Conditions and Restrictions for the Preservation of the Rural Density of East Edisto

SIGNED, SEALED AND DELIVERED IN THE PRESENCE O	F:	OWNER:
facined 5	2	MWV-EAST EDISTO SUMMERS CORNER, LLC By: MWV-Charleston Development Holdings, LLC its Sole Member  By:  Kenneth T. Seeger, President
		FILED/RECORDED June 27, 2014 DORCHESTER COUNTY REGISTER OF DEEDS
STATE OF SOUTH CAROLINA COUNTY OF BERKELEY	) )	

I, the undersigned Notary Public, do hereby certify that Kenneth T. Seeger, President of MWV-Charleston Development Holdings, LLC, as sole member of MWV-East Edisto Summers Corner, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this \_\_\_\_\_ day of June, 2014

(L.S.)

Notary Public for South Carolina

My Commission expires:

# Exhibit "A" Description of Property

# Note to clerk and title examiners.

The Property is not intended to include, and this Covenant is not intended to create an encumbrance on title to any property not owned by Declarant or an Owner who has joined in the execution of this Covenant.

[see attached Exhibit "A" – Property]

# Exhibit "A" Description of Property

### AREA D1

BEGINNING AT THE INTERSECTION OF PARKERS FERRY ROAD AND COUNTY LINE ROAD [N 373,095.89, E 2,188,471.01]; THENCE DEPARTING SAID INTERSECTION AND CONTINUING THE FOLLOWING COURSES AND DISTANCES

```
N 85°47'41" W 342.47' TO A POINT: THENCE
N 84°16'08" W 2367.83' TO A POINT; THENCE
N 84°55'04" W 1792.88' TO A POINT; THENCE
N 01°39'06" E 61.27' TO A POINT; THENCE
N 02°39'51" W 114.98' TO A POINT; THENCE
N 09°57'12" E 131.61' TO A POINT: THENCE
N 00°31'09" W 22.15' TO A POINT; THENCE
N 07°42'52" E 184.63' TO A POINT; THENCE
N 01°04'08" E 98.46' TO A POINT; THENCE
N 12°53'43" E
            33.76' TO A POINT; THENCE
N 88°48'53" E 929.25' TO A POINT; THENCE
N 86°03'17" E 619.17' TO A POINT; THENCE
S 90°00'00" E 2935.67' TO A POINT; THENCE
N 01°57'37" W 89.11' TO A POINT; THENCE
N 00°16'33" W 385.42' TO A POINT; THENCE
N 00°11'23" E 379.57' TO A POINT; THENCE
N 04°00'56" W 427.91' TO A POINT; THENCE
N 02°10'57" W 217.12' TO A POINT; THENCE
DUE NORTH
              121.81' TO A POINT; THENCE
N 02°52'53" E 212.87' TO A POINT; THENCE
N 02°12'44" E 1624.37' TO A POINT; THENCE
N 03°21'21" E 859.11' TO A POINT: THENCE
N 02°26'29" E 278.05' TO A POINT; THENCE
N 03°28'48" E 257.42' TO A POINT: THENCE
N 04°54'47" E 608.14' TO A POINT; THENCE
N 04°27'39" E 245.53' TO A POINT: THENCE
N 05°15'01" E 322.53' TO A POINT; THENCE
N 00°33'23" E 178.83' TO A POINT; THENCE
N 02°04'57" E 191.10' TO A POINT; THENCE
N 00°51'50" W 184.60' TO A POINT: THENCE
N 00°09'10" E 203.92' TO A POINT; THENCE
N 01°19'27" W 221.92' TO A POINT; THENCE
N 00°27'38" W 496.49' TO A POINT; THENCE
N 00°50'11" E 394.94' TO A POINT; THENCE
N 00°06'22" W 881.94' TO A POINT; THENCE
N 04°51'56" E 103.65' TO A POINT; THENCE
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N 15°38'00" E 144.64' TO A POINT; THENCE N 24°18'50" E 140.11' TO A POINT BEING A POINT OF CURVATURE; THENCE

669.90' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 861.46', A CENTRAL ANGLE OF 44°33'17", AND A CHORD BEARING AND DISTANCE OF N 02°02'11" E 653.14' TO A POINT; THENCE

N 20°14'28" W 55.06' TO A POINT; THENCE N 22°04'53" W 514.91' TO A POINT; THENCE N 18°33'06" W 94.77' TO A POINT; THENCE N 11°52'28" W 178.15' TO A POINT; THENCE N 05°56'49" W 83.78' TO A POINT; THENCE N 04°34'39" W 106.45' TO A POINT: THENCE N 86°27'01" E 893.89' TO A POINT; THENCE S 80°00'29" E 75.70' TO A POINT; THENCE S 77°05'50" E 690.86' TO A POINT; THENCE N 78°05'05" E 149.44' TO A POINT; THENCE N 76°54'29" E 177.67' TO A POINT; THENCE N 72°49'04" E 213.43' TO A POINT; THENCE N 67°34'01" E 158.19' TO A POINT; THENCE N 38°14'37" E 467.98' TO A POINT; THENCE N 11°19'44" W 1262.79' TO A POINT; THENCE N 11°12'08" W 1416.72' TO A POINT; THENCE N 68°09'54" E 1411.62' TO A POINT; THENCE N 67°36'10" E 644.64' TO A POINT; THENCE N 66°25'50" E 1505.73' TO A POINT; THENCE S 69°35'18" E 1255.45' TO A POINT; THENCE S 70°19'17" E 1757.89' TO A POINT; THENCE S 70°04'52" E 363.95' TO A POINT; THENCE S 68°53'32" E 222.41' TO A POINT; THENCE S 17°28'29" W 658.63' TO A POINT; THENCE S 17°48'50" W 493.72' TO A POINT; THENCE S 18°14'10" W 237.17' TO A POINT; THENCE S 11°38'14" W 580.95' TO A POINT; THENCE S 11°11'16" W 1436.14' TO A POINT; THENCE S 16°46'46" E 356.32' TO A POINT; THENCE S 53°42'41" E 231.00' TO A POINT; THENCE S 42°31'59" E 406.41' TO A POINT; THENCE S 35°11'29" E 114.82' TO A POINT; THENCE S 20°55'52" E 765.35' TO A POINT; THENCE S 01°12'49" W 2983.65' TO A POINT; THENCE S 03°40'37" W 194.61' TO A POINT; THENCE S 27°18'53" E 1235.18' TO A POINT; THENCE S 26°26'57" E 283.58' TO A POINT; THENCE S 52°35'41" W 492.88' TO A POINT; THENCE S 74°37'25" W 1800.56' TO A POINT; THENCE

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S 45°00'00" W 1411.76' TO A POINT; THENCE
S 70°20'46" W 1935.68' TO A POINT; THENCE
S 18°26'06" W 1647.02' TO A POINT; THENCE
S 09°50'46" E 1175.57' TO A POINT; THENCE
N 87°44'38" W 181.67' TO A POINT; THENCE
S 01°16'13" W 391.59' TO A POINT; THENCE
S 01°23'35" W 571.35' TO A POINT: THENCE
N 84°37'35" W 258.89' TO A POINT; THENCE
N 84°47'50" W 350.89' TO A POINT; THENCE
N 84°47'34" W 621.47' TO A POINT; THENCE
N 83°35'06" W 479.42' TO A POINT; THENCE
N 84°42'44" W 593.18' TO A POINT; THENCE
N 84°44'30" W 824.27' TO A POINT; THENCE
N 84°08'54" W 280.76' TO A POINT; THENCE
N 83°45'54" W 679.58' TO THE POINT OF BEGINNING, CONTAINING 2,568.82 ACRES
OF LAND MORE OR LESS.
```

### **AND**

COMMENCING AT POINT SAID POINT BEING AT THE INTERSECTION OF PARKERS PERRY ROAD AND HIGHWAY 17 A S; THENCE DEPARTING SAID INTERSECTION AND RUNNING S 66°26'09" E TO THE TRUE POINT OF BEGINNING [N 398,088.91, E 2,187,854.82]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

```
N 88°15'48" E 1198.47' TO A POINT; THENCE
N 89°31'46" E 367.19' TO A POINT; THENCE
S 89°50'02" E 898.44' TO A POINT; THENCE
S 01°10'59" W 883.00' TO A POINT; THENCE
S 01°25'56" E 416.80' TO A POINT: THENCE
S 02°26'29" E 672.48' TO A POINT; THENCE
N 88°55'15" W 434.08' TO A POINT; THENCE
S 88°09'44" W 498.54' TO A POINT; THENCE
S 88°45'42" W 649.24' TO A POINT: THENCE
S 86°29'17" W 281.12' TO A POINT; THENCE
S 64°09'33" W 33.62' TO A POINT; THENCE
S 17°59'43" E 3114.38' TO A POINT; THENCE
S 18°10'59" E 1434.49' TO A POINT; THENCE
N 46°46'51" E 1959.02' TO A POINT; THENCE
N 48°27'20" E 1312.69' TO A POINT; THENCE
S 77°36'09" E 122.22' TO A POINT; THENCE
S 60°38'38" E 94.29' TO A POINT; THENCE
S 84°00'38" E 38.28' TO A POINT; THENCE
N 87°18'17" E 349.94' TO A POINT; THENCE
N 80°24'30" E 129.25' TO A POINT; THENCE
S 30°55'24" E 41.12' TO A POINT; THENCE
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N 89°24'49" E 1786.50' TO A POINT; THENCE
N 88°58'48" E 786.61' TO A POINT; THENCE
N 89°12'01" E 1943.88' TO A POINT; THENCE
S 27°36'22" W 2490.51' TO A POINT; THENCE
N 46°06'23" W 244.77' TO A POINT; THENCE
N 46°40'45" W 471.30' TO A POINT; THENCE
N 46°49'34" W 590.35' TO A POINT; THENCE
N 28°46'09" W 802.03' TO A POINT; THENCE
S 46°48'16" W 1674.08' TO A POINT; THENCE
S 46°33'08" W 1224.94' TO A POINT; THENCE
S 46°25'29" W 502.09' TO A POINT; THENCE
S 42°59'20" W
             62.33' TO A POINT; THENCE
S 46°21'13" W 921.42' TO A POINT; THENCE
S 46°27'27" W 460.43' TO A POINT; THENCE
S 46°06'28" W 506.44' TO A POINT; THENCE
S 48°38'20" W 625.54' TO A POINT; THENCE
S 46°29'16" W 851.02' TO A POINT; THENCE
S 29°05'46" W 720.23' TO A POINT; THENCE
N 81°47'36" W 322.34' TO A POINT; THENCE
N 32°28'16" W 407.45' TO A POINT; THENCE
N 32°50'14" W 412.45' TO A POINT; THENCE
N 32°34'05" W 1727.27' TO A POINT; THENCE
S 10°57'17" W 713.65' TO A POINT; THENCE
S 11°09'03" W 552.09' TO A POINT; THENCE
S 08°38'50" W 460.75' TO A POINT; THENCE
N 01°19'32" E 1203.22' TO A POINT; THENCE
N 01°28'43" E 1000.34' TO A POINT; THENCE
N 00°47'45" E 187.52' TO A POINT; THENCE
N 01°36'22" E 169.28' TO A POINT; THENCE
N 01°58'30" W 151.13' TO A POINT; THENCE
N 03°17'05" W 219.17' TO A POINT; THENCE
N 04°45'49" W 219.51' TO A POINT; THENCE
N 11°01'24" W 204.29' TO A POINT; THENCE
N 12°09'18" W 173.15' TO A POINT; THENCE
N 15°29'19" W 224.29' TO A POINT; THENCE
N 16°10'43" W 439.27' TO A POINT; THENCE
N 15°11'41" W 544.19' TO A POINT; THENCE
N 15°47'40" W 910.30' TO A POINT; THENCE
N 17°17'01" W 193.57' TO A POINT; THENCE
N 15°34'21" W 164.91' TO A POINT; THENCE
N 16°17'06" W 241.46' TO A POINT; THENCE
N 11°30'50" W. 143.51' TO A POINT; THENCE
N 13°53'28" W 249.48' TO A POINT; THENCE
N 11°18'36" W 239.02' TO A POINT; THENCE
N 09°05'25" W 395.59' TO A POINT; THENCE
N 09°27'44" W 459.37' TO A POINT: THENCE
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S 89°45'24" E 548.50' TO A POINT; THENCE N 04°06'49" W 1075.41' TO A POINT; THENCE N 07°07'30" E 209.95' TO A POINT; THENCE N 18°30'15" W 681.04' TO THE POINT OF BEGINNING, CONTAINING 855.50 ACRES OF LAND MORE OR LESS.

### **AREA D2**

COMMENCING AT THE INTERSECTION OF PARKERS FERRY ROAD AND COUNTY LINE ROAD; THENCE RUNNING GENERALLY WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY LINE ROAD S 84°36'56" E 6903.44' TO THE TRUE POINT OF BEGINNING [N 372,448.09, E 2,195,343.99]:

THENCE, DEPARTING COUNTY LINE ROAD AND RUNNING THROUGH A PORTION OF PARCEL TMS# 193-00-00-0001 THE FOLLOWING FORTY FOUR (44) COURSES:

N 01°06'26" E 266.02' TO A POINT; THENCE N 02°52'31" E 230.81' TO A POINT; THENCE N 02°15'21" E 252.99' TO A POINT; THENCE N 04°13'31" E 401.46' TO A POINT: THENCE N 88°06'55" W 576.64' TO A POINT; THENCE S 88°25'19" W 272.71' TO A POINT; THENCE N 88°43'48" W 1390.60' TO A POINT; THENCE N 88°13'31" W 417.42' TO A POINT; THENCE N 09°50'46" W 1175.57' TO A POINT; THENCE N 18°26'06" E 1647.02' TO A POINT; THENCE N 70°20'46" E 1935.68' TO A POINT; THENCE N 45°00'00" E 1411.76' TO A POINT; THENCE N 74°37'25" E 1800.56' TO A POINT: THENCE N 52°35'41" E 492.88' TO A POINT; THENCE S 26°26'51" E 0.23' TO A POINT; THENCE S 28°36'38" E 261.04' TO A POINT; THENCE S 17°31'32" E 25.94' TO A POINT; THENCE S 11°27'44" E 288.30' TO A POINT; THENCE S 07°32'58" E 109.02' TO A POINT; THENCE S 06°38'43" E 135.02' TO A POINT; THENCE S 54°27'44" E 67.21' TO A POINT; THENCE S 26°33'54" E 64.05' TO A POINT; THENCE S 11°00'13" E 47.75' TO A POINT; THENCE S 18°26'06" E 41.18' TO A POINT; THENCE S 30°31'47" E 58.95' TO A POINT; THENCE S 19°51'19" E 49.84' TO A POINT; THENCE S 01°13'08" W 61.21' TO A POINT; THENCE S 15°43'55" W 96.05' TO A POINT; THENCE S 19°51'19" W 49.84' TO A POINT: THENCE

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S 03°21'59" W 44.35' TO A POINT; THENCE
S 69°12'21" E 110.03' TO A POINT; THENCE
S 61°07'58" E 115.97' TO A POINT; THENCE
S 55°39'40" E 211.62' TO A POINT; THENCE
S 58°03'31" E 1314.78' TO A POINT; THENCE
S 57°37'16" E 702.95' TO A POINT; THENCE
S 55°40'11" E 193.94' TO A POINT; THENCE
S 43°05'27" E 221.09' TO A POINT; THENCE
S 44°37'25" E 700.68' TO A POINT; THENCE
S 50°19'56" E 69.35' TO A POINT; THENCE
S 63°32'33" E 315.62' TO A POINT; THENCE
S 19°43'09" E 1300.12' TO A POINT; THENCE
S 19°51'23" W 1694.51' TO A POINT: THENCE
S 20°25'50" W 148.74' TO A POINT; THENCE
S 31°51'58" W 113.45' TO A POINT; THENCE
S 33°10'43" W 242.69' TO A POINT: THENCE
S 16°15'37" W 29.37' TO A POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE
OF THE AFOREMENTIONED COUNTY LINE ROAD: THENCE RUNNING ALONG THE
SAID NORTHERLY RIGHT-OF-WAY LINES OF COUNTY LINE ROAD THE
FOLLOWING ELEVEN (11) COURSES: THENCE
N 86°48'45" W 207.76' TO A POINT; THENCE
N 84°54'30" W 172.16' TO A POINT; THENCE
N 86°12'53" W 291.81' TO A POINT; THENCE
N 85°09'09" W 822.23' TO A POINT; THENCE
N 85°31'34" W 290.96' TO A POINT; THENCE
N 86°28'14" W 276.78' TO A POINT: THENCE
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LAND CONTAINING 927.36 ACRES MORE OR LESS.

N 85°35'19" W 564.27' TO THE POINT OF BEGINNING SAID TRACT OR PARCEL OF

## AREA D3A

COMMENCING AT THE INTERSECTION OF HIGHWAY 17 A S AND SAND PIT DRIVE; THENCE DEPARTING SAID POINT AND CONTINUING N 37°28'12" E 4163.53 TO THE TRUE POINT OF BEGINNING [N 401,972.66, E 2,189,248.49]: THENCE

N 19°05'21" W 3313.67' TO A POINT; THENCE N 18°22'04" W 1867.97' TO A POINT; THENCE N 71°12'14" E 868.54' TO A POINT; THENCE N 76°06'26" E 129.92' TO A POINT; THENCE N 62°11'20" E 237.43' TO A POINT; THENCE N 21°18'57" W 2006.88' TO A POINT; THENCE

N 83°56'58" W 168.82' TO A POINT; THENCE N 85°22'05" W 697.50' TO A POINT; THENCE N 85°08'05" W 1576.01' TO A POINT; THENCE N 84°48'29" W 783.67' TO A POINT; THENCE

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N 22°00'04" W 1001.59' TO A POINT; THENCE
N 21°19'45" W 1241.08' TO A POINT; THENCE
S 88°33'31" W 260.50' TO A POINT; THENCE
S 89°55'58" W 1384.11' TO A POINT; THENCE
S 89°17'41" W 393.26' TO A POINT; THENCE
N 09°15'59" W 62.63' TO A POINT; THENCE
N 07°46'31" W 452.08' TO A POINT; THENCE
N 00°33'39" W 995.19' TO A POINT; THENCE
N 09°20'36" W 155.47' TO A POINT OF CURVATURE; THENCE
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185.05' ALONG AN ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 441.95', A CENTRAL ANGLE OF 23°59'25", AND A CHORD BEARING AND DISTANCE OF N 07°30'44" W, 183.70' TO A POINT; THENCE

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N 81°56'36" E 1118.97' TO A POINT; THENCE
N 06°40'14" E 1324.90' TO A POINT; THENCE
N 81°57'15" W 123.04' TO A POINT; THENCE
N 88°07'51" W 1554.59' TO A POINT; THENCE
N 00°46'12" E 161.47' TO A POINT; THENCE
N 02°14'30" E 122.05' TO A POINT; THENCE
N 06°55'55" E 109.62' TO A POINT; THENCE
N 03°10'47" E 70.42' TO A POINT; THENCE
N 00°22'32" W 98.21' TO A POINT; THENCE
N 05°42'42" E 58.06' TO A POINT; THENCE
N 03°59'33" E 117.89' TO A POINT; THENCE
N 05°32'13" E 84.63' TO A POINT; THENCE
N 01°34'26" E 121.50' TO A POINT; THENCE
N 03°22'44" E 441.23' TO A POINT OF CURVATURE; THENCE
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326.76' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 805.15', A CENTRAL ANGLE OF 23°15'11", AND A CHORD BEARING AND DISTANCE OF N 15°00'03" E, 324.53' TO A POINT; THENCE

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N 37°13'52" E 103.03' TO A POINT; THENCE N 28°02'23" E 86.05' TO A POINT; THENCE N 29°40'00" E 197.30' TO A POINT; THENCE N 28°47'02" E 115.58' TO A POINT; THENCE N 24°15'37" E 386.97' TO A POINT; THENCE N 22°49'48" E 106.19' TO A POINT; THENCE N 21°15'02" E 100.59' TO A POINT; THENCE N 17°13'45" E 123.21' TO A POINT; THENCE N 15°00'32" E 104.48' TO A POINT; THENCE N 58°10'35" E 44.74' TO A POINT; THENCE N 42°30'38" E 42.39' TO A POINT; THENCE N 18°26'06" E 49.41' TO A POINT; THENCE N 07°43'15" E 159.81' TO A POINT; THENCE
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N 09°44'01" E 334.61' TO A POINT; THENCE
N 16°15'22" E 82.05' TO A POINT; THENCE
N 29°26'39" E 94.24' TO A POINT; THENCE
N 44°03'18" E 156.81' TO A POINT; THENCE
S 88°30'49" E 1994.33' TO A POINT; THENCE
N 40°30'56" E 522.97' TO A POINT; THENCE
N 07°58'23" W 350.47' TO A POINT; THENCE
N 88°20'56" W 1142.86' TO A POINT; THENCE
N 20°11'02" W 348.78' TO A POINT; THENCE
N 12°20'54" W 174.33' TO A POINT: THENCE
N 07°05'43" W 188.69' TO A POINT; THENCE
N 04°05'26" W 298.85' TO A POINT; THENCE
N 08°13'04" W 272.57' TO A POINT: THENCE
N 13°34'00" W 94.95' TO A POINT; THENCE
N 17°58'48" W 503.55' TO A POINT; THENCE
N 13°09'43" W 98.43' TO A POINT OF CURVATURE: THENCE
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396.14' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 627.41', A CENTRAL ANGLE OF 36°10'35", AND A CHORD BEARING AND DISTANCE OF N 04°55'35" E, 389.60' TO A POINT; THENCE

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N 23°00'52" E 374.76' TO A POINT; THENCE
N 21°13'38" E 138.45' TO A POINT; THENCE
N 23°54'44" E 80.52' TO A POINT; THENCE
N 22°12'33" E 122.38' TO A POINT; THENCE
N 21°09'14" E 175.67' TO A POINT: THENCE
N 17°58'30" E 172.16' TO A POINT; THENCE
N 14°26'24" E 101.92' TO A POINT; THENCE
N 16°34'30" E 87.67' TO A POINT; THENCE
N 13°01'21" E 226.26' TO A POINT: THENCE
S 88°44'23" E 279.57' TO A POINT; THENCE
N 89°31'02" E 145.85' TO A POINT; THENCE
S 89°25'05" E 329.89' TO A POINT; THENCE
S 85°13'59" E 129.07' TO A POINT: THENCE
S 71°07'06" E
             9.46' TO A POINT; THENCE
S 82°54'48" E 46.50' TO A POINT; THENCE
N 76°53'49" E
             18.11' TO A POINT; THENCE
N 17°28'34" E 419.19' TO A POINT; THENCE
S 88°12'45" E 2456.19' TO A POINT; THENCE
N 87°44'51" E 455.66' TO A POINT; THENCE
N 03°39'48" W 106.05' TO A POINT; THENCE
N 01°54'23" W 92.79' TO A POINT; THENCE
N 88°10'37" W 2825.21' TO A POINT; THENCE
S 18°39'43" W 223.31' TO A POINT; THENCE
N 88°52'13" W 1027.81' TO A POINT; THENCE
N 06°30'36" E 432.39' TO A POINT; THENCE
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S 88°33'25" E 335.17' TO A POINT; THENCE
S 89°06'38" E 699.65' TO A POINT; THENCE
S 87°54'31" E 1411.86' TO A POINT; THENCE
S 89°12'37" E 881.94' TO A POINT; THENCE
S 88°52'46" E 334.81' TO A POINT; THENCE
S 89°45'33" E 182.93' TO A POINT; THENCE
N 03°15'27" W 549.72' TO A POINT; THENCE
N 89°17'35" E 671.33' TO A POINT; THENCE
N 00°49'41" W 1028.83' TO A POINT; THENCE
N 87°21'59" E 267.73' TO A POINT: THENCE
N 86°06'55" E 117.56' TO A POINT; THENCE
N 87°27'04" E 148.80' TO A POINT: THENCE
N 88°29'49" E 485.20' TO A POINT; THENCE
N 87°07'27" E 383.49' TO A POINT; THENCE
N 89°10'01" E 107.45' TO A POINT; THENCE
N 87°47'58" E
             96.96' TO A POINT: THENCE
S 87°13'32" E 144.16' TO A POINT; THENCE
S 84°54'27" E 209.15' TO A POINT; THENCE
S 86°25'35" E 584.89' TO A POINT; THENCE
S 89°29'29" E 213.81' TO A POINT: THENCE
N 85°01'46" E 341.02' TO A POINT; THENCE
S 02°31'01" E 115.64' TO A POINT; THENCE
S 00°48'48" E 582.53' TO A POINT; THENCE
S 01°14'54" W 2014.54' TO A POINT; THENCE
S 08°33'47" E 264.65' TO A POINT; THENCE
N 68°26'49" E 994.05' TO A POINT; THENCE
S 00°32'13" E 1836.93' TO A POINT; THENCE
S 01°05'17" E 195.28' TO A POINT; THENCE
S 00°35'14" W 713.77' TO A POINT; THENCE
S 03°04'05" E 354.53' TO A POINT: THENCE
N 70°31'37" E 2289.26' TO A POINT; THENCE
S 09°27'44" E 2651.76' TO A POINT; THENCE
S 87°57'36" W 633.84' TO A POINT; THENCE
S 19°40'17" E 572.47' TO A POINT; THENCE
S 20°41'44" E 751.62' TO A POINT; THENCE
S 20°32'56" E 1593.95' TO A POINT; THENCE
S 87°33'28" W 277.20' TO A POINT; THENCE
N 16°03'07" W 160.80' TO A POINT; THENCE
N 14°33'55" W 299.54' TO A POINT; THENCE
S 74°33'46" W 551.13' TO A POINT: THENCE
S 16°55'38" E 317.57' TO A POINT; THENCE
S 89°09'32" W 709.71' TO A POINT; THENCE
N 10°02'13" W 328.81' TO A POINT; THENCE
N 08°35'31" W 441.59' TO A POINT: THENCE
N 87°30'02" W 388.38' TO A POINT; THENCE
N 15°24'37" W 1313.26' TO A POINT; THENCE
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N 15°13'05" W 469.59' TO A POINT: THENCE N 13°14'17" W 353.99' TO A POINT; THENCE N 15°34'18" W 1786.97' TO A POINT; THENCE S 70°24'58" W 370.49' TO A POINT; THENCE S 69°10'46" W 614.16' TO A POINT: THENCE S 69°37'21" W 749.45' TO A POINT; THENCE N 01°15'49" E 997.02' TO A POINT; THENCE N 01°05'36" W 184.62' TO A POINT; THENCE S 71°43'46" W 1738.19' TO A POINT; THENCE S 03°06'30" W 497.97' TO A POINT; THENCE S 10°21'37" W 870.67' TO A POINT; THENCE S 20°24'49" E 899.79' TO A POINT; THENCE S 20°15'40" E 1023.12' TO A POINT; THENCE S 18°05'58" E 652.47' TO A POINT; THENCE S 88°23'38" E 203.74' TO A POINT; THENCE S 03°41'39" W 168.53' TO A POINT; THENCE S 09°49'28" E 326.59' TO A POINT; THENCE S 10°28'57" E · 250.49' TO A POINT; THENCE S 07°35'21" E 147.90' TO A POINT; THENCE S 89°26'20" W 965.76' TO A POINT; THENCE S 88°38'14" W 229.02' TO A POINT; THENCE S 87°45'07" W 409.87' TO A POINT; THENCE S 18°31'01" E 142.12' TO A POINT; THENCE S 20°19'51" E 2020.04' TO A POINT; THENCE N 87°44'32" E 1044.13' TO A POINT; THENCE N 16°17'37" W 311.35' TO A POINT; THENCE N 09°50'06" W 191.27' TO A POINT; THENCE N 03°55'33" E 375.81' TO A POINT; THENCE N 00°35'59" E 182.97' TO A POINT; THENCE N 78°24'04" E 1300.78' TO A POINT; THENCE N 16°26'57" E 78.07' TO A POINT; THENCE N 01°09'07" W 117.87' TO A POINT; THENCE N 15°22'55" W 97.78' TO A POINT; THENCE N 07°36'02" W 107.00' TO A POINT; THENCE N 11°45'43" E 115.57' TO A POINT; THENCE N 21°14'38" E 136.56' TO A POINT; THENCE N 10°04'31" E 107.15' TO A POINT; THENCE N 89°43'16" E 147.39' TO A POINT; THENCE N 89°08'41" E 945.84' TO A POINT; THENCE S 16°22'09" W 266.96' TO A POINT; THENCE S 13°29'45" W 399.38' TO A POINT; THENCE S 18°26'06" W 392.98' TO A POINT; THENCE S 36°31'44" W 521.95' TO A POINT; THENCE S 54°46'57" W 323.24' TO A POINT; THENCE S 51°45'58" W 652.61' TO A POINT; THENCE S 50°35'58" W 562.88' TO A POINT; THENCE

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S 12°01'50" W 717.86' TO A POINT: THENCE
S 31°40'32" W 306.71' TO A POINT; THENCE
S 40°36'05" W 429.65' TO A POINT; THENCE
S 53°31'51" W 444.28' TO A POINT; THENCE
S 78°06'41" W 301.62' TO A POINT; THENCE
N 59°32'04" W 306.38' TO A POINT; THENCE
N 72°21'00" W 358.63' TO A POINT; THENCE
DUE WEST
              450.49' TO A POINT; THENCE
S 45°45'30" W 261.09' TO A POINT; THENCE
S 22°22'48" E 127.67' TO A POINT; THENCE
S 26°08'49" E 212.74' TO A POINT; THENCE
S 08°54'54" E 179.25' TO A POINT; THENCE
S 05°07'02" E 233.57' TO A POINT; THENCE
S 11°29'16" W 253.69' TO A POINT; THENCE
S 05°27'55" W 235.10' TO A POINT; THENCE
S 00°44'04" E 270.86' TO A POINT; THENCE
S 01°47'24" E 333.50' TO A POINT; THENCE
S 02°56'08" E 271.19' TO A POINT; THENCE
S 30°41'59" E 129.22' TO A POINT; THENCE
S 80°11'42" E 183.23' TO A POINT; THENCE
S 86°32'32" E 633.10' TO A POINT; THENCE
S 70°57'36" E 213.04' TO A POINT; THENCE
S 62°34'17" E 309.05' TO A POINT; THENCE
S 61°39'16" E 299.84' TO A POINT; THENCE
S 55°58'36" E 421.55' TO A POINT; THENCE
S 62°06'10" E 298.80' TO A POINT; THENCE
S 26°33'54" E 243.15' TO A POINT; THENCE
S 06°19'47" E 252.13' TO A POINT; THENCE
S 46°23'38" E 154.69' TO A POINT; THENCE
S 05°26'25" E 327.69' TO A POINT; THENCE
S 17°21'14" W 260.40' TO A POINT; THENCE
S 50°54'22" W 320.24' TO A POINT; THENCE
S 66°48'05" W 354.91' TO A POINT; THENCE
S 06°20'25" W 281.33' TO A POINT; THENCE
S 03°10'47" W 280.04' TO A POINT; THENCE
S 47°07'16" W 296.78' TO A POINT; THENCE
S 10°00'29" W 268.16' TO A POINT; THENCE
S 02°51'45" E 311.07' TO A POINT; THENCE
S 32°00'19" E 293.10' TO A POINT; THENCE
S 64°21'32" E 430.77' TO A POINT; THENCE
S 65°53'52" E 269.13' TO A POINT; THENCE
N 74°03'17" E 423.36' TO A POINT; THENCE
S 78°41'24" E 955.94' TO A POINT; THENCE
N 73°23'35" E 2974.44' TO A POINT; THENCE
S 87°23'51" E 81.23' TO A POINT; THENCE
N 68°11'55" E 48.87' TO A POINT; THENCE
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N 85°48'54" E 638.60' TO A POINT; THENCE
N 73°36'38" E 275.26' TO A POINT; THENCE
N 66°32'28" E 1276.52' TO A POINT; THENCE
S 33°41'24" E 423.14' TO A POINT; THENCE
S 33°26'24" E 672.73' TO A POINT; THENCE
S 41°11'09" E 112.59' TO A POINT; THENCE
S 44°32'03" E 921.25' TO A POINT; THENCE
S 44°09'40" E 1544.96' TO A POINT; THENCE
S 55°36'05" E 1443.53' TO A POINT; THENCE
S 65°41'28" W 1085.64' TO A POINT; THENCE
S 72°09'01" W 334.61' TO A POINT; THENCE
S 72°38'11" W 466.65' TO A POINT: THENCE
S 71°22'00" W 369.89' TO A POINT; THENCE
S 71°44'27" W 549.73' TO A POINT; THENCE
S 70°56'32" W 202.05' TO A POINT; THENCE
S 68°55'06" W 269.08' TO A POINT: THENCE
S 69°40'58" W 731.26' TO A POINT; THENCE
S 68°45'47" W 940.61' TO A POINT; THENCE
S 68°20'38" W 317.55' TO A POINT; THENCE
S 69°12'10" W 482.85' TO A POINT: THENCE
S 69°32'18" W 2060.20' TO A POINT; THENCE
S 69°43'26" W 925.94' TO A POINT; THENCE
S 77°44'09" W 1004.73' TO A POINT; THENCE
N 10°22'27" W 1035.85' TO A POINT: THENCE
N 10°41'38" W 599.43' TO A POINT; THENCE
N 09°44'13" W 230.57' TO A POINT: THENCE
N 08°42'46" E 104.1'2' TO A POINT; THENCE
N 13°10'02" E 621.14' TO A POINT; THENCE
N 12°31'53" E 346.57' TO A POINT: THENCE
N 13°02'14" W 1791.09' TO A POINT; THENCE
S 71°07'03" W 1282.88' TO A POINT; THENCE
S 69°48'42" W 535.63' TO A POINT; THENCE
S 70°35'32" W 2565.24' TO A POINT; THENCE
S 71°10'33" W 318.55' TO A POINT: THENCE
S 70°28'09" W 547.69' TO THE POINT OF BEGINNING, CONTAINING 189,491,633
SOUARE FEET OR 4.350.1293 ACRES OF LAND MORE OR LESS.
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# **AREA D3B RESIDUAL**

COMMENCING AT A POINT, SAID POINT BEING AT THE INTERSECTION OF PARKERS FERRY ROAD AND COUNTY LINE ROAD; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE; S 84°58'54" E 12722.57' TO THE TRUE POINT OF BEGINNING [N 371,970.67, E 2,201,176.20]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

```
THENCE N 16°15'37" E 29.37' TO A POINT;
THENCE N 33°10'43" E 242.69' TO A POINT;
THENCE N 31°51'58" E 113.45' TO A POINT;
THENCE N 20°25'50" E 148.74' TO A POINT;
THENCE N 19°51'23" E 1694.51' TO A POINT;
THENCE N 19°43'09" W 1300.12' TO A POINT;
THENCE N 63°32'33" W 315.62' TO A POINT;
THENCE N 50°19'56" W 69.35' TO A POINT;
THENCE N 44°37'25" W 700.68' TO A POINT;
THENCE N 43°05'27" W 221.09' TO A POINT;
THENCE N 55°40'11" W 193.94' TO A POINT;
THENCE N 57°37'16" W 702.95' TO A POINT;
THENCE N 58°03'31" W 1314.78' TO A POINT;
THENCE N 55°39'40" W 211.62' TO A POINT;
THENCE N 61°07'58" W 115.97' TO A POINT:
THENCE N 69°12'21" W 110.03' TO A POINT;
THENCE N 03°21'59" E 44.35' TO A POINT;
THENCE N 19°51'19" E 49.84' TO A POINT;
THENCE N 15°43'55" E 96.05' TO A POINT;
THENCE N 01°13'08" E 61.21' TO A POINT;
THENCE N 19°51'19" W 49.84' TO A POINT;
THENCE N 30°31'47" W 58.95' TO A POINT;
THENCE N 18°26'06" W 41.18' TO A POINT;
THENCE N 11°00'13" W 47.75' TO A POINT;
THENCE N 26°33'54" W 64.05' TO A POINT:
THENCE N 54°27'44" W 67.21' TO A POINT;
THENCE N 06°38'43" W 135.02' TO A POINT;
THENCE N 07°32'58" W 109.02' TO A POINT;
THENCE N 11°27'44" W 288.30' TO A POINT;
THENCE N 17°31'32" W 25.94' TO A POINT;
THENCE N 28°36'38" W 261.04' TO A POINT;
THENCE N 26°26'57" W 283.58' TO A POINT;
THENCE N 27°18'53" W 1235.18' TO A POINT;
THENCE N 03°40'37" E 194.61' TO A POINT;
THENCE N 01°12'49" E 2983.65' TO A POINT;
THENCE N 20°55'52" W 765.35' TO A POINT;
THENCE N 35°11'29" W 114.82' TO A POINT;
THENCE N 42°31'59" W 406.41' TO A POINT;
THENCE N 53°42'41" W 231.00' TO A POINT;
THENCE N 16°46'46" W 356.32' TO A POINT;
THENCE N 11°11'16" E 1436.14' TO A POINT;
THENCE N 11°38'14" E 580.95' TO A POINT;
THENCE N 18°14'10" E 237.17' TO A POINT;
THENCE N 17°48'50" E 493.72' TO A POINT;
THENCE N 17°28'29" E 658.63' TO A POINT;
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THENCE N 02°57'43" E 0.00' TO A POINT;
THENCE S 67°22'35" E 305.53' TO A POINT;
THENCE S 63°18'07" E 351.49' TO A POINT;
THENCE S 60°58'07" E 436.39' TO A POINT;
THENCE N 23°58'38" E 361.65' TO A POINT;
THENCE N 12°36'44" E 726.80' TO A POINT;
THENCE N 03°02'43" W 719.42' TO A POINT;
THENCE N 46°25'28" E 753.51' TO A POINT;
THENCE N 42°57'41" E 131.63' TO A POINT;
THENCE N 55°18'17" E 100.19' TO A POINT;
THENCE N 62°31'32" E 178.55' TO A POINT;
THENCE S 75°25'09" E 115.76' TO A POINT;
THENCE S 03°00'12" E 1739.59' TO A POINT;
THENCE S 59°14'14" E 53.04' TO A POINT;
THENCE S 68°51'33" E 821.34' TO A POINT;
THENCE S 68°43'51" E 867.46' TO A POINT:
THENCE S 69°28'32" E 922.26' TO A POINT;
THENCE S 68°52'04" E 517.67' TO A POINT;
THENCE N 32°28'16" E 70.74' TO A POINT:
THENCE N 56°27'08" E 363.24' TO A POINT;
THENCE N 59°48'01" E 237.28' TO A POINT;
THENCE N 61°09'02" E 353.06' TO A POINT;
THENCE N 85°39'24" E 85.97' TO A POINT;
THENCE N 57°15'16" E 346.80' TO A POINT;
THENCE S 44°19'41" E 14.66' TO A POINT;
THENCE S 44°44'45" E 2829.65' TO A POINT:
THENCE S 44°59'37" W 207.00' TO A POINT;
THENCE S 48°07'20" W 101.43' TO A POINT;
THENCE S 51°58'22" W 51.57' TO A POINT;
THENCE S 59°39'00" W 91.74' TO A POINT;
THENCE S 66°48'34" W 73.42' TO A POINT;
THENCE N 10°43'50" E 34.35' TO A POINT;
THENCE N 16°28'39" W 396.27' TO A POINT;
THENCE S 85°24'16" W 449.35' TO A POINT:
THENCE S 53°26'19" W 123.22' TO A POINT;
THENCE S 08°08'51" E 376.34' TO A POINT;
THENCE N 87°25'51" W 321.83' TO A POINT;
THENCE S 02°19'32" W 340.93' TO A POINT;
THENCE S 87°53'56" E 370.00' TO A POINT;
THENCE S 43°29'25" E 410.77' TO A POINT;
THENCE S 01°22'18" W 1903.13' TO A POINT;
THENCE N 86°51'27" E 3548.58' TO A POINT;
THENCE N 02°17'26" E 390.94' TO A POINT;
THENCE N 24°34'02" E 399.01' TO A POINT;
THENCE S 42°11'22" E 71.88' TO A POINT;
THENCE S 50°30'07" E 1639.56' TO A POINT;
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THENCE S 50°01'56" E 323.93' TO A POINT;
THENCE S 49°46'52" W 107.05' TO A POINT;
THENCE S 52°32'58" E 308.35' TO A POINT:
THENCE S 56°44'44" E 379.92' TO A POINT;
THENCE S 65°38'17" E 235.04' TO A POINT;
THENCE S 74°14'31" E 237.52' TO A POINT;
THENCE S 81°52'12" E 184.14' TO A POINT;
THENCE S 78°01'26" E 175.70' TO A POINT;
THENCE S 50°35'58" E 188.73' TO A POINT;
THENCE N 89°24'34" E 505.24' TO A POINT;
THENCE S 44°52'53" E 1784.95' TO A POINT;
THENCE N 64°44'47" E 847.38' TO A POINT;
THENCE S 44°03'30" E 410.94' TO A POINT;
THENCE S 36°24'56" E 216.18' TO A POINT:
THENCE S 30°11'01" E 94.41' TO A POINT;
THENCE S 22°57'06" E 117.80' TO A POINT;
THENCE S 20°05'19" E 125.68' TO A POINT;
THENCE S 14°28'11" E 159.15' TO A POINT;
THENCE S 10°57'01" E 745.57' TO A POINT;
THENCE S 10°36'51" E 1280.19' TO A POINT;
THENCE S 11°00'12" E 820.36' TO A POINT;
THENCE S 10°38'45" E 986.38' TO A POINT;
THENCE S 14°12'06" E 197.51' TO A POINT;
THENCE S 19°05'37" E 137.47' TO A POINT;
THENCE S 23°59'21" E 182.30' TO A POINT;
THENCE S 29°07'17" E 111.60' TO A POINT;
THENCE S 32°24'06" E 197.55' TO A POINT;
THENCE S 36°29'26" E 1616.70' TO A POINT;
THENCE S 36°15'44" E 533.83' TO A POINT;
THENCE S 37°04'20" E 744.83' TO A POINT;
THENCE S 05°41'43" E 1009.53' TO A POINT;
THENCE S 84°38'24" W 1061.81' TO A POINT;
THENCE S 05°44'16" E 1049.55' TO A POINT;
THENCE N 84°09'15" E 948.46' TO A POINT;
THENCE S 21°46'23" W 629.39' TO A POINT;
THENCE S 22°11'56" W 440.74' TO A POINT;
THENCE N 69°08'42" W 344.20' TO A POINT;
THENCE N 67°41'35" W 533.77' TO A POINT;
THENCE N 69°00'00" W 402.22' TO A POINT;
THENCE N 70°21'02" W 384.72' TO A POINT;
THENCE N 69°13'02" W 385.31' TO A POINT;
THENCE N 67°09'32" W 410.91' TO A POINT:
THENCE N 69°23'48" W 154.18' TO A POINT;
THENCE N 73°14'50" W 222.10' TO A POINT;
THENCE N 76°24'54" W 135.02' TO A POINT;
THENCE N 78°56'10" W 265.36' TO A POINT;
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THENCE N 83°30'58" W 214.08' TO A POINT;
THENCE N 85°38'37" W 146.80' TO A POINT;
THENCE S 85°06'52" W 767.02' TO A POINT;
THENCE S 86°02'43" W 625.17' TO A POINT;
THENCE S 84°57'24" W 849.20' TO A POINT;
THENCE S 85°38'31" W 428.11' TO A POINT;
THENCE S 89°27'31" W 128.22' TO A POINT;
THENCE N 86°26'20" W 159.74' TO A POINT;
THENCE N 83°35'29" W 204.08' TO A POINT;
THENCE N 85°25'29" W 732.11' TO A POINT;
THENCE N 85°00'42" W 975.96' TO A POINT;
THENCE N 85°16'25" W 646.66' TO A POINT;
THENCE N 84°47'36" W 284.50' TO A POINT;
THENCE N 84°18'04" W 335.69' TO A POINT;
THENCE N 85°09'55" W 584.97' TO A POINT;
THENCE N 86°03'34" W 942.44' TO A POINT;
THENCE N 85°23'04" W 545.58' TO A POINT;
THENCE N 85°37'36" W 578.79' TO A POINT;
THENCE N 85°17'59" W 752.02' TO A POINT;
THENCE N 84°59'16" W 652.92' TO A POINT;
THENCE N 85°14'53" W 1496.64' TO A POINT;
THENCE N 86°12'00" W 383.46' TO A POINT;
THENCE N 85°33'45" W 609.47' TO A POINT;
THENCE N 87°02'17" W 175.77' TO A POINT
BEING THE POINT OF BEGINNING, CONTAINING 5,228.91 ACRES OF LAND MORE
OR LESS AND EXCEPT THE FOLLOWING TAX MAP PARCELS:
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LESS AND EXCEPT TAX MAP PARCELS 184-00-00-006, 184-00-00-007 AND 184-00-00-029

COMMENCING AT A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF TAX MAP PARCEL 184-00-00-003; THENCE DEPARTING SAID POINT AND RUNNING S 13°05'38" E 3766.82' TO THE TRUE POINT OF BEGINNING;

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THENCE S 25°12'21" W 1358.37' TO A POINT;
THENCE S 77°38'58" W 1934.31' TO A POINT;
THENCE N 24°42'22" E 750.45' TO A POINT;
THENCE N 24°39'04" E 457.22' TO A POINT;
THENCE N 26°20'55" E 690.48' TO A POINT;
THENCE S 87°28'56" E 511.81' TO A POINT;
THENCE S 87°22'03" E 507.69' TO A POINT;
THENCE S 87°32'11" E 639.32' TO THE POINT OF BEGINNING,
CONTAINING 57.50 ACRES OF LAND MORE OR LESS.
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LESS AND EXCEPT TAX MAP PARCEL 184-00-00-013

COMMENCING AT A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF TAX MAP PARCEL 184-00-00-003; THENCE DEPARTING SAID POINT AND RUNNING S 42°20'09" W 2534.27' TO THE TRUE POINT OF BEGINNING:

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THENCE S 19°51'42" E 463.16' TO A POINT;
THENCE S 58°18'07" E 223.23' TO A POINT;
THENCE S 17°02'46" W 514.03' TO A POINT;
THENCE S 13°20'32" W 315.35' TO A POINT;
THENCE S 02°55'29" W 336.81' TO A POINT;
THENCE N 87°33'37" W 181.61' TO A POINT;
THENCE N 87°44'34" W 488.80' TO A POINT;
THENCE N 17°40'28" E 325.49' TO A POINT;
THENCE N 21°36'42" E 693.63' TO A POINT;
THENCE S 87°11'15" W 201.23' TO A POINT;
THENCE S 87°11'15" W 201.23' TO A POINT;
THENCE S 84°56'52" E 213.80' TO THE POINT OF BEGINNING,
CONTAINING 20.47 ACRES OF LAND MORE OR LESS.
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FOR A TOTAL AREA OF 5,150.94 ACRES.

### AREA D3B-C1

COMMENCING AT THE INTERSECTION OF SUMMERS DRIVE AND GEDDISVILLE ROAD; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE; N 01°13'37" W 4078.48' TO THE TRUE POINT OF BEGINNING [N: 390,005.90 E: 2,199,101.52]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

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THENCE N 45°47'45" W 1394.35' TO A POINT;
THENCE N 44°22'07" W 468.64' TO A POINT;
THENCE N 45°03'17" W 674.62' TO A POINT;
THENCE N 27°36'27" E 2490.40' TO A POINT;
THENCE N 88°57'54" E 893.86' TO A POINT:
THENCE N 89°09'12" E 1469.34' TO A POINT;
THENCE N 88°50'10" E 961.57' TO A POINT:
THENCE N 89°09'12" E 440.59' TO A POINT;
THENCE N 88°32'26" E 340.82' TO A POINT:
THENCE N 87°47'51" E 169.40' TO A POINT;
THENCE S 02°40'34" E 149.70' TO A POINT;
THENCE S 07°33'23" E 132.81' TO A POINT;
THENCE S 13°52'05" E 134.24' TO A POINT;
THENCE S 12°48'28" E 303.09' TO A POINT;
THENCE S 14°55'03" E 151.53' TO A POINT;
THENCE S 20°44'19" E 147.96' TO A POINT;
THENCE S 33°15'54" E 200.83' TO A POINT;
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THENCE S 43°51'23" E 946.32' TO A POINT;
THENCE S 44°10'13" E 1205.49' TO A POINT;
THENCE S 48°39'54" W 771.22' TO A POINT:
THENCE S 44°39'23" W 470.30' TO A POINT;
THENCE S 45°31'24" W 1253.43' TO A POINT;
THENCE S 48°15'08" W 367.01' TO A POINT;
THENCE S 51°06'42" E 396.12' TO A POINT;
THENCE S 44°19'41" E 1512.73' TO A POINT;
THENCE S 57°15'16" W 346.80' TO A POINT;
THENCE S 85°39'24" W 85.97' TO A POINT;
THENCE S 61°09'02" W 353.06' TO A POINT;
THENCE S 59°48'01" W 237.28' TO A POINT;
THENCE S 56°27'08" W 363.24' TO A POINT;
THENCE S 32°28'16" W 70.74' TO A POINT;
THENCE N 68°52'04" W 517.67' TO A POINT;
THENCE N 69°28'32" W 922.26' TO A POINT:
THENCE N 68°43'51" W 867.46' TO A POINT;
THENCE N 68°51'33" W 821.34' TO A POINT;
THENCE N 59°14'14" W 53.04' TO A POINT;
THENCE N 03°00'12" W 1739.59' TO A POINT;
THENCE N 75°25'09" W 115.76' TO A POINT;
THENCE S 62°31'32" W 178.55' TO A POINT;
THENCE S 55°18'17" W 100.19' TO A POINT;
THENCE S 42°57'41" W 131.63' TO THE POINT OF BEGINNING.
CONTAINING 683.40 ACRES OF LAND MORE OR LESS.
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### AREA D3B-C2

COMMENCING AT THE INTERSECTION OF SUMMERS DRIVE AND CLUBHOUSE ROAD; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE:

S 46°22'12" E 483.58' TO THE TRUE POINT OF BEGINNING [N: 387,689.62 E: 2,208,248.85]

THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

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THENCE S 46°01'08" E 861.04' TO A POINT; THENCE S 38°27'13" W 2060.89' TO A POINT; THENCE S 45°12'09" E 499.94' TO A POINT; THENCE S 44°30'06" E 203.16' TO A POINT; THENCE S 39°56'16" W 68.75' TO A POINT; THENCE S 43°02'57" E 310.24' TO A POINT; THENCE S 42°11'22" E 852.38' TO A POINT; THENCE S 24°34'02" W 399.01' TO A POINT; THENCE S 02°17'26" W 390.94' TO A POINT;
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THENCE S 86°51'27" W 3548.58' TO A POINT;
      THENCE N 01°22'18" E 1903.13' TO A POINT;
     THENCE N 46°29'13" E 249.94' TO A POINT;
     THENCE N 10°43'50" E 432.92' TO A POINT;
      THENCE N 10°43'50" E 110.48' TO A POINT;
      THENCE N 66°48'34" E 73.42' TO A POINT:
      THENCE N 59°39'00" E 91.74' TO A POINT;
      THENCE N 51°58'22" E 51.57' TO A POINT;
      THENCE N 48°07'20" E 101.43' TO A POINT;
      THENCE N 44°59'37" E 207.00' TO A POINT;
      THENCE N 45°06'53" E 753.28' TO A POINT;
      THENCE N 45°51'59" E 965.02' TO A POINT;
      THENCE N 45°01'43" E 743.50' TO A POINT;
      THENCE S 42°15'03" E 231.91' TO A POINT;
      THENCE S 80°44'14" E 61.10' TO A POINT;
      THENCE S 48°19'39" E 101.45' TO A POINT;
      THENCE S 56°18'36" E 72.06' TO A POINT;
      THENCE S 53°22'43" E 76.78' TO A POINT;
      THENCE N 45°17'31" E 346.84' TO THE POINT OF BEGINNING, CONTAINING
264.49 ACRES OF LAND MORE OR LESS.
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#### AREA D3B-C3

COMMENCING AT THE INTERSECTION OF SUMMERS DRIVE AND CLUBHOUSE ROAD; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE; S 44°07'32" E, 5532.34' TO THE TRUE POINT OF BEGINNING [N: 384,052.09, E: 2,211,750.64]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

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THENCE S 23°56'16" E 194.98' TO A POINT;
THENCE S 21°48'05" E 85.21' TO A POINT;
THENCE S 26°29'55" E 219.76' TO A POINT;
THENCE S 33°16'04" E 171.38' TO A POINT;
THENCE S 38°59'08" E 64.02' TO A POINT;
THENCE S 42°28'14" E 146.77' TO A POINT;
THENCE S 44°58'31" E 275.68' TO A POINT;
THENCE S 42°20'33" E 222.80' TO A POINT;
THENCE S 43°54'04" E 849.80' TO A POINT;
THENCE S 43°09'52" E 542.44' TO A POINT;
THENCE S 44°03'30" E 1211.16' TO A POINT;
THENCE S 64°44'47" W 847.38' TO A POINT;
THENCE N 44°52'53" W 1784.95' TO A POINT;
THENCE S 89°24'34" W 505.24' TO A POINT;
THENCE N 50°35'58" W 188.73' TO A POINT;
THENCE N 78°01'26" W 175.70' TO A POINT;
THENCE N 81°52'12" W 184.14' TO A POINT;
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THENCE N 74°14'31" W 237.52' TO A POINT;

THENCE N 65°38'17" W 235.04' TO A POINT;

THENCE N 56°44'44" W 379.92' TO A POINT;

THENCE N 52°32'58" W 308.35' TO A POINT;

THENCE N 49°46'52" E 107.05' TO A POINT;

THENCE N 47°31'21" E 1511.88' TO A POINT;

THENCE N 43°14'31" E 364.67' TO THE POINT OF BEGINNING, CONTAINING 100.32 ACRES OF LAND MORE OR LESS.

## **AREA D3C**

COMMENCING AT A POINT BEING THE INTERSECTION OF NORTHERN RIGHT-OF-WAY LINE OF SUMMERS ROAD, SC HIGHWAY 183 AND THE EASTERLY RIGHT-OF-WAY LINE OF CLUBHOUSE ROAD, S-18-84; THENCE DEPARTING SAID INTERSECTION AND CONTINUING N 32°21'20" E 8634.12' TO THE TRUE POINT OF BEGINNING [N 395,393.09, E 2,212,576.87]; THENCE DEPARTING SAID POINT AND CONTINUING THE FOLLOWING COURSES AND DISTANCES:

N 00°26'39" W 2665.83' TO A POINT; THENCE

N 10°22'28" W 2520.99' TO A POINT; THENCE

N 57°09'33" W 249.78' TO A POINT; THENCE

N 43°55'02" E 2065.14' TO A POINT; THENCE

S 67°48'42" E 3354.65' TO A POINT; THENCE

S 50°38'00" E 3053.29' TO A POINT OF A NON-TANGENT CURVE; THENCE

299.33' ALONG THE ARC OF SAID CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 881.83', A CENTRAL ANGLE OF 19°26'55", AND A CHORD BEARING AND DISTANCE OF \$ 54°37'58" W 297.90' TO A POINT; THENCE

S 44°53'51" W 1280.21' TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE

134.99' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 11426.16', A CENTRAL ANGLE OF 00°40'37", AND A CHORD BEARING AND DISTANCE OF \$ 45°17'12" W 134.99' TO A POINT; THENCE

S 45°37'30" W 744.56' TO A POINT; THENCE

S 45°06'06" W 1558.81' TO A POINT; THENCE

S 44°53'54" E 108.00' TO A POINT; THENCE

S 45°06'06" W 15.76' TO A POINT; THENCE

S 43°02'35" E 3127.94' TO A POINT; THENCE

S 45°40'33" E 188.63' TO A POINT; THENCE

S 36°35'20" E 463.77' TO A POINT; THENCE

S 33°39'36" E 522.11' TO A POINT; THENCE

N 43°35'41" E 290.74' TO A POINT: THENCE

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N 45°00'28" W 509.40' TO A POINT; THENCE
N 39°32'31" E 231.22' TO A POINT: THENCE
N 43°30'53" E 434.49' TO A POINT: THENCE
N 41°10'50" E 554.08' TO A POINT; THENCE
N 41°59'09" E 2217.00' TO A POINT; THENCE
N 42°54'10" E 513.83' TO A POINT; THENCE
S 51°28'14" E 150.16' TO A POINT; THENCE
S 34°46'15" E 1532.29' TO A POINT; THENCE
S 69°27'55" E 5153.94' TO A POINT; THENCE
S 30°15'39" E 650.81' TO A POINT; THENCE
S 44°30'30" W 919.66' TO A POINT: THENCE
S 30°29'30" E 2524.32' TO A POINT; THENCE
S 44°48'51" W 171.58' TO A POINT; THENCE
S 45°11'09" E 25.00' TO A POINT; THENCE
S 44°48'51" W 775.00' TO A POINT; THENCE
N 45°11'09" W 5.00' TO A POINT; THENCE
S 44°48'51" W 200.00' TO A POINT; THENCE
S 45°11'09" E 5.00' TO A POINT: THENCE
S 44°48'51" W 250.00' TO A POINT; THENCE
N 45°11'09" W 10.00' TO A POINT; THENCE
S 44°48'51" W 116.18' TO A POINT OF CURVATURE; THENCE
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292.74' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 1969.86', A CENTRAL ANGLE OF 08°30'53", AND A CHORD BEARING AND DISTANCE OF S  $40^\circ33'25$ " W 292.47' TO A POINT; THENCE

S 53°42'02" E 5.00' TO A POINT OF NON-TANGENT CURVE; THENCE

462.96' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 1964.86', A CENTRAL ANGLE OF 13°30'00", AND A CHORD BEARING AND DISTANCE OF S 29°32'58" W 461.89' TO A POINT; THENCE

S 67°12'02" E 5.00' TO A POINT OF NON-TANGENT CURVE; THENCE

248.66' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 1959.86', A CENTRAL ANGLE OF 07°16'11", AND A CHORD BEARING AND DISTANCE OF S 19°09'53" W 248.50' TO A POINT; THENCE

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S 15°31'48" W 170.07' TO A POINT; THENCE
S 74°28'12" E 17.00' TO A POINT; THENCE
S 15°31'48" W 2886.82' TO A POINT; THENCE
N 46°19'14" W 2960.43' TO A POINT; THENCE
S 44°25'46" W 1567.50' TO A POINT; THENCE
S 45°19'14" E 1341.12' TO A POINT; THENCE
S 44°10'46" W 825.31' TO A POINT; THENCE
S 45°56'06" E 2194.81' TO A POINT; THENCE
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S 44°22'38" W 198.11' TO A POINT; THENCE S 45°47'22" E 836.48' TO A POINT OF NON-TANGENT CURVE; THENCE

148.88' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 3235.15', A CENTRAL ANGLE OF 02°38'12", AND A CHORD BEARING AND DISTANCE OF S 21°03'50" W 148.87' TO A POINT OF COMPOUND CURVE; THENCE

3.85' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 1876.97', A CENTRAL ANGLE OF 00°07'03", AND A CHORD BEARING AND DISTANCE OF S 27°27'29" W 3.85' TO A POINT; THENCE

S 27°31'00" W 638.90' TO A POINT; THENCE N 62°29'00" W 12.02' TO A POINT; THENCE S 27°31'00" W 275.00' TO A POINT; THENCE S 62°29'00" E 12.02' TO A POINT; THENCE S 27°31'00" W 275.41' TO A POINT OF CURVATURE; THENCE

215.92' ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 17153.56', A CENTRAL ANGLE OF 00°43'16", AND A CHORD BEARING AND DISTANCE OF S 27°52'38" W 215.92' TO A POINT; THENCE

S 30°53'45" W 175.42' TO A POINT; THENCE N 59°06'15" W 15.00' TO A POINT; THENCE S 30°53'45" W 180.01' TO A POINT; THENCE S 24°59'22" W 151.15' TO A POINT OF NON-TANGENT CURVE; THENCE

256.55' ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 21479.06', A CENTRAL ANGLE OF 00°41'04", AND A CHORD BEARING AND DISTANCE OF S 30°08'32" W 256.55' TO A POINT; THENCE

S 29°48'00" W 7.46' TO A POINT; THENCE N 89°37'38" W 95.47' TO A POINT: THENCE N 45°20'56" W 729.49' TO A POINT; THENCE N 45°55'13" W 209.88' TO A POINT: THENCE N 46°53'03" W 978.97' TO A POINT; THENCE S 73°19'17" W 2095.42' TO A POINT: THENCE S 73°34'19" W 917.54' TO A POINT; THENCE S 19°50'17" W 81.10' TO A POINT; THENCE S 18°56'12" W 482.17' TO A POINT; THENCE S 49°09'11" E 90.31' TO A POINT; THENCE S 47°21'39" E 1070.47' TO A POINT; THENCE S 39°34'01" W 966.45' TO A POINT; THENCE N 62°46'25" W 211.52' TO A POINT; THENCE N 54°03'24" W 1003.31' TO A POINT; THENCE N 55°21'26" W 142.85' TO A POINT; THENCE N 54°15'59" W 1293.53' TO A POINT; THENCE S 56°03'07" W 157.24' TO A POINT; THENCE S 32°51'02" W 192.40' TO A POINT; THENCE S 03°19'29" E 318.85' TO A POINT; THENCE N 76°08'34" W 451.87' TO A POINT; THENCE N 51°41'50" W 651.12' TO A POINT; THENCE S 84°27'46" W 808.98' TO A POINT; THENCE N 49°19'49" W 258.17' TO A POINT; THENCE S 37°37'24" W 264.69' TO A POINT; THENCE N 10°57'01" W 387.53' TO A POINT; THENCE N 14°28'11" W 159.15' TO A POINT; THENCE N 20°05'19" W 125.68' TO A POINT; THENCE N 22°57'06" W 117.80' TO A POINT: THENCE N 30°11'01" W 94.41' TO A POINT; THENCE N 36°24'56" W 216.18' TO A POINT; THENCE N 44°03'30" W 411.49' TO A POINT; THENCE N 89°27'41" E 70.25' TO A POINT; THENCE S 87°33'11" E 2439.72' TO A POINT; THENCE N 73°51'20" E 2472.50' TO A POINT; THENCE N 67°15'50" E 2364.05' TO A POINT; THENCE N 02°45'55" W 1566.58' TO A POINT; THENCE N 15°07'25" W 21.24' TO A POINT; THENCE N 28°54'18" E 96.41' TO A POINT; THENCE N 41°11'09" E 885.84' TO A POINT; THENCE N 22°31'14" E 243.64' TO A POINT; THENCE N 17°55'41" W 627.45' TO A POINT; THENCE N 39°33'35" E 824.83' TO A POINT; THENCE N 01°16'23" E 1751.67' TO A POINT; THENCE N 53°47'26" W 3012.35' TO A POINT; THENCE N 29°44'42" W 74.87' TO A POINT; THENCE S 53°31'51" W 125.44' TO A POINT; THENCE N 59°40'35" W 1259.87' TO A POINT; THENCE S 85°09'22" W 28.53' TO A POINT; THENCE N 67°53'26" W 473.24' TO A POINT; THENCE N 18°26'06" W 476.60' TO A POINT; THENCE N 21°24'47" W 750.57' TO A POINT; THENCE N 11°02'27" W 572.34' TO A POINT; THENCE N 25°08'41" W 493.85' TO A POINT; THENCE N 55°00'29" W 195.02' TO A POINT; THENCE N 41°59'14" W 840.85' TO A POINT; THENCE N 34°33'21" W 755.45' TO A POINT; THENCE N 82°30'15" W 660.48' TO A POINT; THENCE S 67°53'26" W 482.85' TO A POINT; THENCE N 60°21'00" W 433.59' TO A POINT; THENCE N 43°17'30" W 573.33' TO A POINT: THENCE N 81°48'00" W 496.10' TO A POINT; THENCE N 52°25'53" W 683.38' TO A POINT; THENCE

N 79°41'43" W 931.69' TO THE POINT OF BEGINNING, CONTAINING 2,711.87 ACRES OF LAND MORE OR LESS.

# **AREA D4 RESIDUAL**

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 35°55'22" E 10657.11' TO THE TRUE POINT OF BEGINNING [N 381,134.06, E 2,224,609.54]; THENCE DEPARTING SAID POINT BEGINNING AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

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THENCE N 27°31'00" E 155.22' TO A POINT;
THENCE N 62°29'00" W 20.00' TO A POINT;
THENCE N 27°31'00" E 353.22' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 123.82', WITH A RADIUS OF 3340.15', A DELTA ANGLE OF 02°07'26", AND A CHORD BEARING AND DISTANCE OF N 26°27'17" E, 123.81 TO A POINT;

THENCE N 64°36'26" W 5.00' TO A POINT;

POINT BEING A POINT OF CURVATURE, NON-TANGENT; THENCE RUNNING ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 408.16', WITH A RADIUS OF 3335.15',, A DELTA ANGLE OF 07°00'43", AND A CHORD BEARING AND DISTANCE OF N 21°53'12" E, 407.91 TO A POINT;

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THENCE S 43°24'26" E 453.31' TO A POINT;
THENCE S 44°42'37" E 941.43' TO A POINT;
THENCE S 44°13'37" E 260.36' TO A POINT;
THENCE S 50°11'40" E 107.68' TO A POINT;
THENCE S 60°23'44" E 58.67' TO A POINT;
THENCE S 77°35'42" E 106.41' TO A POINT;
THENCE S 74°23'15" E 174.28' TO A POINT;
THENCE S 66°48'04" E 99.29' TO A POINT;
THENCE S 49°57'48" E 17.14' TO A POINT;
THENCE S 33°21'59" E 125.38' TO A POINT;
THENCE S 42°44'32" E 253.11' TO A POINT;
THENCE S 48°31'00" E 162.52' TO A POINT;
THENCE S 52°40'28" E 128.61' TO A POINT;
THENCE S 57°37'10" E 57.08' TO A POINT;
THENCE S 75°57'50" E 31.89' TO A POINT;
THENCE N 80°38'01" E 121.07' TO A POINT;
THENCE N 77°52'56" E 452.08' TO A POINT;
THENCE N 89°45'48" E 131.43' TO A POINT;
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THENCE S 84°17'26" E 104.94' TO A POINT;
THENCE S 72°11'43" E 12.57' TO A POINT;
THENCE S 59°13'18" E 67.93' TO A POINT:
THENCE S 41°09'31" E 3.96' TO A POINT;
THENCE S 36°52'15" E 150.01' TO A POINT;
THENCE S 33°26'00" E 3.60' TO A POINT:
THENCE S 29°59'48" E 328.49' TO A POINT:
THENCE S 38°39'35" E 45.49' TO A POINT;
THENCE S 47°17'26" E 61.35' TO A POINT;
THENCE S 68°02'22" E 80.98' TO A POINT:
THENCE S 70°08'58" E 206.57' TO A POINT;
THENCE N 32°25'09" E 2137.25' TO A POINT;
THENCE N 35°20'47" E 1159.77' TO A POINT;
THENCE S 88°04'10" E 1855.22' TO A POINT:
THENCE N 70°12'04" E 1107.11' TO A POINT;
THENCE N 45°41'38" W 2351.86' TO A POINT;
THENCE N 35°37'07" W 2266.54' TO A POINT;
THENCE N 53°34'31" W 2477.82' TO A POINT;
THENCE N 62°24'10" W 682.67' TO A POINT;
THENCE N 75°47'36" W 1051.78' TO A POINT;
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POINT BEING A POINT OF CURVATURE, NON-TANGENT; THENCE RUNNING ALONG A CURVE TO THE RIGHT; AN ARC LENGTH OF 266.63', WITH A RADIUS OF 1859.86', A DELTA ANGLE OF 08°12'50", AND A CHORD BEARING AND DISTANCE OF N 33°22'56" E, 266.40 TO A POINT;

POINT BEING A POINT OF COMPOUND CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 57.07', WITH A RADIUS OF 1399.39', A DELTA ANGLE OF 02°20'12", AND A CHORD BEARING AND DISTANCE OF N 43°38'42" E, 57.07 TO A POINT;

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THENCE N 44°48'48" E 1011.25' TO A POINT; THENCE S 45°11'12" E 42.00' TO A POINT; THENCE N 44°48'48" E 178.95' TO A POINT; THENCE N 45°11'12" W 42.00' TO A POINT; THENCE N 44°48'48" E 331.05' TO A POINT; THENCE S 45°11'09" E 11.01' TO A POINT; THENCE N 44°48'51" E 129.76' TO A POINT; THENCE S 52°39'02" E 517.51' TO A POINT; THENCE S 66°08'23" E 199.70' TO A POINT; THENCE S 45°54'07" E 143.91' TO A POINT; THENCE N 75°04'07" E 362.42' TO A POINT; THENCE N 83°58'08" E 1194.30' TO A POINT; THENCE DUE SOUTH 717.87' TO A POINT; THENCE S 13°07'11" E 67.38' TO A POINT; THENCE S 23°11'55" E 537.14' TO A POINT;
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THENCE S 21°19'09" E 576.02' TO A POINT;
THENCE S 04°17'21" E 69.64' TO A POINT;
THENCE S 66°11'39" E 645.17' TO A POINT;
THENCE S 82°54'32" E 1333.36' TO A POINT;
THENCE N 48°42'02" E 415.62' TO A POINT;
THENCE N 81°54'44" E 582.93' TO A POINT;
THENCE S 32°31'18" E 2994.83' TO A POINT;
THENCE S 36°20'35" E 624.36' TO A POINT;
THENCE S 28°50'35" E 304.92' TO A POINT;
THENCE S 12°40'35" E 718.74' TO A POINT:
THENCE S 34°44'25" W 216.48' TO A POINT;
THENCE S 39°13'35" E 559.02' TO A POINT;
THENCE S 10°49'25" W 726.00' TO A POINT;
THENCE S 55°50'35" E 2237.19' TO A POINT:
THENCE S 33°34'25" W 418.88' TO A POINT;
THENCE S 46°32'34" E 1496.34' TO A POINT;
THENCE S 69°06'32" E 504.58' TO A POINT;
THENCE N 80°45'28" E 312.18' TO A POINT;
THENCE S 79°14'32" E 2437.90' TO A POINT;
THENCE S 29°44'42" W 206.05' TO A POINT;
THENCE S 31°22'42" W 316.91' TO A POINT;
THENCE S 31°10'29" W 345.50' TO A POINT;
THENCE S 32°02'05" W 54.27' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 71.74', WITH A RADIUS OF 100.00', A DELTA ANGLE OF 41°06'12", AND A CHORD BEARING AND DISTANCE OF S 52°35'10" W, 70.21 TO A POINT:

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THENCE S 73°08'16" W 573.86' TO A POINT;
THENCE S 73°41'30" W 206.42' TO A POINT;
THENCE S 73°20'57" W 1129.89' TO A POINT;
THENCE S 73°25'11" W 1065.94' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 222.61', WITH A RADIUS OF 2000.00', A DELTA ANGLE OF 06°22'38", AND A CHORD BEARING AND DISTANCE OF S 76°36'30" W, 222.49 TO A POINT;

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THENCE S 79°47'49" W 500.78' TO A POINT;
THENCE S 79°24'01" W 457.28' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 211.00', WITH A RADIUS OF 275.00', A DELTA ANGLE OF 43°57'43", AND A CHORD BEARING AND DISTANCE OF N 78°37'08" W, 205.86 TO A POINT;

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THENCE N 56°38'16" W 598.04' TO A POINT;
THENCE N 55°50'18" W 687.84' TO A POINT:
THENCE N 56°27'31" W 139.38' TO A POINT;
THENCE N 79°22'49" E 0.00' TO A POINT;
THENCE S 37°32'36" W 1348.14' TO A POINT;
THENCE S 36°30'06" W 1169.06' TO A POINT;
THENCE S 05°10'26" E 1274.38' TO A POINT;
THENCE N 71°07'18" W 605.67' TO A POINT;
THENCE N 18°36'10" W 45.01' TO A POINT;
THENCE S 16°47'16" W 459.31' TO A POINT;
THENCE S 16°06'56" W 551.69' TO A POINT;
THENCE S 07°40'29" W 133.29' TO A POINT;
THENCE S 01°35'47" W 263.46' TO A POINT;
THENCE S 01°39'39" E 213.39' TO A POINT;
THENCE S 04°24'51" W 138.24' TO A POINT;
THENCE S 07°07'25" W 36.37' TO A POINT;
THENCE S 49°28'11" E 74.48' TO A POINT;
THENCE S 63°35'31" E 55.24' TO A POINT;
THENCE S 43°07'39" E 987.88' TO A POINT;
THENCE S 43°49'05" E 255.89' TO A POINT;
THENCE S 41°19'46" E 67.72' TO A POINT;
THENCE S 42°53'58" E 1512.79' TO A POINT;
THENCE S 60°52'59" W 1052.39' TO A POINT;
THENCE S 08°41'38" E 179.26' TO A POINT;
THENCE S 81°03'00" W 1635.56' TO A POINT;
THENCE S 81°42'48" W 1209.14' TO A POINT;
THENCE S 81°23'47" W 592.92' TO A POINT;
THENCE N 08°12'28" W 656.46' TO A POINT;
THENCE N 02°27'38" W 262.77' TO A POINT;
THENCE N 22°20'43" E 272.33' TO A POINT;
THENCE N 26°13'12" W 177.40' TO A POINT:
THENCE N 29°49'46" W 209.92' TO A POINT;
THENCE N 43°49'13" W 139.84' TO A POINT;
THENCE N 09°22'07" W 902.98' TO A POINT;
THENCE N 00°10'48" E 437.28' TO A POINT;
THENCE N 80°26'18" W 705.81' TO A POINT;
THENCE S 06°23'25" W 2598.02' TO A POINT;
THENCE N 51°44'50" W 478.08' TO A POINT;
THENCE N 51°15'08" W 196.73' TO A POINT;
THENCE N 48°19'34" W 801.88' TO A POINT;
THENCE N 40°08'02" W 1459.18' TO A POINT;
THENCE N 39°34'14" W 778.97' TO A POINT;
THENCE N 38°44'41" W 695.20' TO A POINT;
THENCE N 36°06'10" W 337.41' TO A POINT;
THENCE N 15°52'59" W 389.51' TO A POINT;
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THENCE N 14°03'38" E 1733.84' TO A POINT; THENCE N 16°06'04" E 49.53' TO A POINT; THENCE S 86°16'49" E 1324.67' TO A POINT; THENCE N 15°37'31" W 303.25' TO A POINT; THENCE N 16°46'41" E 182.52' TO A POINT; THENCE S 75°54'38" E 94.31' TO A POINT; THENCE N 34°58'35" E 2169.96' TO A POINT; THENCE N 55°32'55" W 8.82' TO A POINT;
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POINT BEING A POINT OF CURVATURE, NON-TANGENT; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 101.09', WITH A RADIUS OF 740.71', A DELTA ANGLE OF 07°49'11", AND A CHORD BEARING AND DISTANCE OF N 59°26'09" W, 101.01 TO A POINT;

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THENCE N 55°31'34" W 372.34' TO A POINT; THENCE N 53°52'51" W 230.50' TO A POINT; THENCE N 54°17'53" W 490.56' TO A POINT; THENCE N 54°34'13" W 248.50' TO A POINT; THENCE N 55°59'35" W 353.52' TO A POINT; THENCE N 55°43'38" W 256.17' TO A POINT; THENCE N 55°06'55" W 250.00' TO A POINT; THENCE N 56°07'09" W 195.58' TO A POINT; THENCE N 56°17'07" W 183.33' TO A POINT; THENCE N 56°00'08" W 695.06' TO A POINT; THENCE N 56°51'39" W 415.64' TO A POINT; THENCE N 56°27'19" W 125.96' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, AN ARC LENGTH OF 84.12', WITH A RADIUS OF 251.66', A DELTA ANGLE OF 19°09'05", AND A CHORD BEARING AND DISTANCE OF N 46°52'47" W, 83.73 TO A POINT;

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THENCE N 37°18'15" W 109.06' TO A POINT; THENCE N 38°39'35" W 164.85' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 54.11', WITH A RADIUS OF 124.44', A DELTA ANGLE OF 24°54'49", AND A CHORD BEARING AND DISTANCE OF N 51°07'00" W, 53.68 TO A POINT;

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THENCE N 63°34'24" W 71.35' TO A POINT;
THENCE N 65°56'59" W 266.99' TO A POINT;
THENCE N 65°45'26" W 703.65' TO A POINT;
THENCE N 65°16'02" W 350.86' TO A POINT;
THENCE N 66°04'15" W 388.81' TO THE POINT OF BEGINNING,
CONTAINING 2,780.84 ACRES OF LAND MORE OR LESS.
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#### AREA D4-C1

COMMENCING AT A POINT, SAID POINT BEING AT THE INTERSECTION OF CLUBHOUSE ROAD AND DELEMAR HIGHWAY; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE; N 34°51'05" E 11676.15' TO THE TRUE POINT OF BEGINNING [N 382,085.72, E 2,225,029.41]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

POINT BEING A POINT OF CURVATURE, THENCE RUNNING ALONG A CURVE TO THE LEFT, A ARC LENGTH OF 166.12', WITH A RADIUS OF 3335.15', A DELTA ANGLE OF 02°51'14", AND A CHORD BEARING AND DISTANCE OF N 16°57'14" E, 166.10 TO A POINT;

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THENCE N 15°31'37" E 436.41' TO A POINT;
THENCE N 74°28'23" W 16.98' TO A POINT;
THENCE N 15°31'48" E 5189.01' TO A POINT;
THENCE S 74°28'12" E 17.00' TO A POINT;
THENCE N 15°31'48" E 170.07' TO A POINT;
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POINT BEING A POINT OF CURVATURE; THENCE RUNNING ALONG A CURVE TO THE RIGHT, A ARC LENGTH OF 446.19', WITH A RADIUS OF 1859.86', A DELTA ANGLE OF 13°44'44", AND A CHORD BEARING AND DISTANCE OF N 22°24'10" E, 445.12 TO A POINT;

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THENCE S 75°47'36" E 1051.78' TO A POINT;
THENCE S 62°24'10" E 682.67' TO A POINT;
THENCE S 53°34'31" E 2477.82' TO A POINT;
THENCE S 35°37'07" E 2266.54' TO A POINT;
THENCE S 45°41'38" E 2351.86' TO A POINT;
THENCE S 70°12'04" W 1107.11' TO A POINT;
THENCE N 88°04'10" W 1855.22' TO A POINT;
THENCE S 35°20'47" W 1159.77' TO A POINT;
THENCE S 32°25'09" W 2137.25' TO A POINT;
THENCE N 70°08'58" W 206.57' TO A POINT;
THENCE N 68°02'22" W 80.98' TO A POINT;
THENCE N 47°17'26" W 61.35' TO A POINT;
THENCE N 38°39'35" W 45.49' TO A POINT;
THENCE N 29°59'48" W 328.49' TO A POINT;
THENCE N 33°26'00" W 3.60' TO A POINT;
THENCE N 36°52'15" W 150.01' TO A POINT;
THENCE N 41°09'31" W 3.96' TO A POINT;
THENCE N 59°13'18" W 67.93' TO A POINT;
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THENCE N 72°11'43" W 12.57' TO A POINT;
THENCE N 84°17'26" W 104.94' TO A POINT;
THENCE S 89°45'48" W 131.43' TO A POINT;
THENCE S 77°52'56" W 452.08' TO A POINT;
THENCE S 80°38'01" W 121.07' TO A POINT;
THENCE N 75°57'50" W 31.89' TO A POINT;
THENCE N 57°37'10" W 57.08' TO A POINT;
THENCE N 52°40'28" W 128.61' TO A POINT;
THENCE N 48°31'00" W 162.52' TO A POINT;
THENCE N 42°44'32" W 253.11' TO A POINT;
THENCE N 33°21'59" W 125.38' TO A POINT;
THENCE N 49°57'48" W 17.14' TO A POINT;
THENCE N 66°48'04" W 99.29' TO A POINT;
THENCE N 74°23'15" W 174.28' TO A POINT;
THENCE N 77°35'42" W 106.41' TO A POINT;
THENCE N 60°23'44" W 58.67' TO A POINT;
THENCE N 50°11'40" W 107.68' TO A POINT;
THENCE N 44°13'37" W 260.36' TO A POINT;
THENCE N 44°42'37" W 941.43' TO A POINT;
THENCE N 43°24'26" W 453.31' TO THE POINT OF BEGINNING, CONTAINING 865.90
ACRES OF LAND MORE OR LESS.
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# AREA D4-C2

COMMENCING AT A POINT, SAID POINT BEING AT THE INTERSECTION OF CLUBHOUSE ROAD AND DELEMAR HIGHWAY; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSE AND DISTANCE; N 29°43'28" E 19763.93' TO THE TRUE POINT OF BEGINNING [N 389,667.24, E 2,228,156.59]; THENCE DEPARTING SAID POINT AND CONTINUING ON THE FOLLOWING COURSES AND DISTANCES:

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THENCE N 44°48'51" E 120.24' TO A POINT;
THENCE N 45°11'09" W 11.01' TO A POINT;
THENCE N 44°48'48" E 2435.00' TO A POINT;
THENCE S 45°11'09" E 42.00' TO A POINT;
THENCE N 44°48'48" E 178.00' TO A POINT;
THENCE N 45°11'09" W 42.01' TO A POINT;
THENCE N 44°48'51" E 307.25' TO A POINT;
THENCE S 44°51'56" E 1423.29' TO A POINT;
THENCE S 46°04'31" E 638.52' TO A POINT;
THENCE S 46°40'48" E 492.57' TO A POINT;
THENCE S 18°01'34" E 286.42' TO A POINT;
THENCE S 29°57'20" E 360.73' TO A POINT;
THENCE S 29°57'42" E 367.97' TO A POINT;
THENCE S 31°37'44" E 496.96' TO A POINT;
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THENCE S 32°31'18" E 1511.19' TO A POINT; THENCE S 81°54'44" W 582.93' TO A POINT; THENCE S 48°42'02" W 415.62' TO A POINT; THENCE N 82°54'32" W 1333.36' TO A POINT; THENCE N 66°11'39" W 645.17' TO A POINT; THENCE N 04°17'21" W 69.64' TO A POINT; THENCE N 21°19'09" W 576.02' TO A POINT; THENCE N 23°11'55" W 537.14' TO A POINT; THENCE N 13°07'11" W 67.38' TO A POINT; THENCE DUE NORTH 717.87' TO A POINT; THENCE S 83°58'08" W 1194.30' TO A POINT; THENCE S 75°04'07" W 362.42' TO A POINT; THENCE N 45°54'07" W 143.91' TO A POINT; THENCE N 66°08'23" W 199.70' TO A POINT;
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THENCE N 52°39'02" W 517.51' TO THE POINT OF BEGINNING, CONTAINING 257.67 ACRES OF LAND MORE OR LESS.

## AREA DS1

COMMENCING AT A POINT BEING THE INTERSECTION OF BEECH HILL ROAD AND SUMMERS DRIVE, CO RD S-18-163; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 38°57'38" W 10,117.26' TO THE TRUE POINT OF BEGINNING [N 400,144.63, E 2,220,292.75]; THENCE DEPARTING SAID POINT OF BEGINNING AND CONTINUING WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SUMMERS DRIVE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

S 39°11'04" W 811.57' TO A POINT OF CURVATURE; THENCE

362.43' ALONG AN ARC OF SAID CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 815.40' WITH A CENTRAL ANGLE OF 25°28'02" AND A CHORD BEARING AND DISTANCE OF S 51°55'05" W 359.46' TO A POINT; THENCE

S 64°39'06" W 777.36' TO A POINT; THENCE DEPARTING SAID SUMMERS DRIVE AND CONTINUING THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

N 50°38'44" W 2359.58' TO A POINT; THENCE

N 26°23'11" E 3.60' TO A POINT; THENCE

S 81°22'15" E 1285.79' TO A POINT; THENCE

S 86°34'00" E 2053.58' TO THE POINT OF BEGINNING CONTAINING 52.57 ACRES OF LAND MORE OR LESS.

#### AREA DS2

COMMENCING AT A POINT BEING THE INTERSECTION OF ASHLEY RIVER ROAD AND DELEMAR HIGHWAY; THENCE DEPARTING SAID INTERSECTION AND

CONTINUING S 42°13'27" W 18272.27' TO THE TRUE POINT OF BEGINNING [N 393,001.66, E 2,231,279.86]; THENCE DEPARTING SAID POINT AND CONTINUING WITH THE NORTHERLY RIGHT-OF-WAY LINE OF DELEMAR HIGHWAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

```
S 44°23'24" W 126.60' TO A POINT; THENCE N 45°36'14" W 25.00' TO A POINT; THENCE S 44°23'25" W 224.98' TO A POINT; THENCE S 45°36'35" E 25.00' TO A POINT; THENCE S 44°23'24" W 690.12' TO A POINT; THENCE S 44°48'59" W 759.33' TO A POINT; THENCE N 45°11'16" W 25.00' TO A POINT; THENCE S 44°48'59" W 249.97' TO A POINT; THENCE S 45°10'57" E 25.00' TO A POINT; THENCE
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S 44°48'59" W 752.22' TO A POINT; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

```
N 17°14'11" W 1749.01' TO A POINT; THENCE
N 52°44'11" W 1252.60' TO A POINT: THENCE
S 70°25'59" W 724.81' TO A POINT; THENCE
N 69°27'37" W 3999.95' TO A POINT; THENCE
N 28°41'10" E 94.24' TO A POINT: THENCE
N 16°53'12" E 101.60' TO A POINT; THENCE
N 56°18'36" E 103.28' TO A POINT; THENCE
N 69°41'30" E 117.55' TO A POINT; THENCE
N 56°52'13" E 98.47' TO A POINT; THENCE
N 69°11'36" E 232.15' TO A POINT; THENCE
S 85°50'01" E 131.42' TO A POINT; THENCE
S 80°11'21" E 248.60' TO A POINT: THENCE
N 84°27'35" E 601.51' TO A POINT; THENCE
N 40°17'12" E 694.72' TO A POINT; THENCE
N 51°25'50" E 386.37' TO A POINT; THENCE
N 89°35'16" E 542.98' TO A POINT; THENCE
N 83°08'11" E 141.64' TO A POINT; THENCE
S 51°50'34" E 510.02' TO A POINT; THENCE
N 63°23'01" E 651.02' TO A POINT; THENCE
S 57°04'31" E 184.56' TO A POINT; THENCE
S 61°54'26" E 743.87' TO A POINT; THENCE
S 69°41'29" E 22.26' TO A POINT; THENCE
N 70°42'36" E 27.59' TO A POINT; THENCE
N 64°27'45" E 129.88' TO A POINT; THENCE
N 82°41'39" E 102.39' TO A POINT; THENCE
S 83°01'38" E 182.34' TO A POINT; THENCE
S 86°49'13" E 117.37' TO A POINT; THENCE
S 74°33'13" E 102.67' TO A POINT: THENCE
S 54°01'39" E 99.75' TO A POINT; THENCE
S 63°43'33" E 114.72' TO A POINT; THENCE
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S 52°48'11" E 501.83' TO A POINT; THENCE
S 45°14'23" E 220.05' TO A POINT; THENCE
S 08°44'46" E 34.25' TO A POINT; THENCE
S 42°52'44" E 24.88' TO A POINT; THENCE
S 05°02'16" E 474.49' TO A POINT; THENCE
S 09°18'36" E 80.49' TO A POINT; THENCE
S 74°33'13" E 102.67' TO A POINT; THENCE
S 65°18'01" E 482.99' TO A POINT; THENCE
S 67°11'44" E 497.20' TO A POINT; THENCE
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S 41°22'43" E 1005.28' TO THE POINT OF BEGINNING CONTAINING 339.89 ACRES OF LAND MORE OR LESS.

## AREA DS3

COMMENCING AT A POINT BEING THE INTERSECTION OF ASHLEY RIVER ROAD AND DELEMAR HIGHWAY; THENCE DEPARTING SAID INTERSECTION AND CONTINUING S 40°59'26" W 8704.67' TO THE TRUE POINT OF BEGINNING IN 399,965.39, E 2,237,854.84]; THENCE DEPARTING SAID POINT AND CONTINUING WITH THE NORTHERLY RIGHT-OF-WAY LINE OF DELEMAR HIGHWAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

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S 38°06'56" W 574.68' TO A POINT; THENCE
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N 51°52'40" W 17.00' TO A POINT; THENCE
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S 38°06'54" W 186.98' TO A POINT: THENCE

N 51°53'10" W 25.00' TO A POINT; THENCE

S 38°06'58" W 177.98' TO A POINT; THENCE

S 51°53'26" E 25.00' TO A POINT; THENCE

S 38°06'56" W 834.90' TO A POINT; THENCE

S 51°53'12" E 17.02' TO A POINT; THENCE

S 38°08'03" W 942.48' TO A POINT: THENCE

S 41°23'11" W 154.07' TO A POINT; THENCE DEPARTING SAID DELEMAR HIGHWAY AND CONTINUING THE FOLLOWING FORTY TWO (42) COURSES AND DISTANCES:

N 42°51'58" W 1907.42' TO A POINT; THENCE

S 47°08'35" W 63.11' TO A POINT; THENCE

S 86°35'45" W 215.73' TO A POINT: THENCE

S 79°58'08" W 205.12' TO A POINT: THENCE

S 51°48'17" W 139.00' TO A POINT; THENCE

S 80°10'34" W 90.67' TO A POINT; THENCE

N 73°01'37" W 217.05' TO A POINT; THENCE

S 76°06'43" W 151.75' TO A POINT: THENCE

S 50°14'57" W 150.97' TO A POINT; THENCE

S 08°07'44" W 358.90' TO A POINT; THENCE

S 04°45'32" W 222.72' TO A POINT; THENCE S 10°55'42" W 255.46' TO A POINT: THENCE

S 14°00'38" E 384.99' TO A POINT; THENCE

S 32°56'18" E 164.91' TO A POINT; THENCE

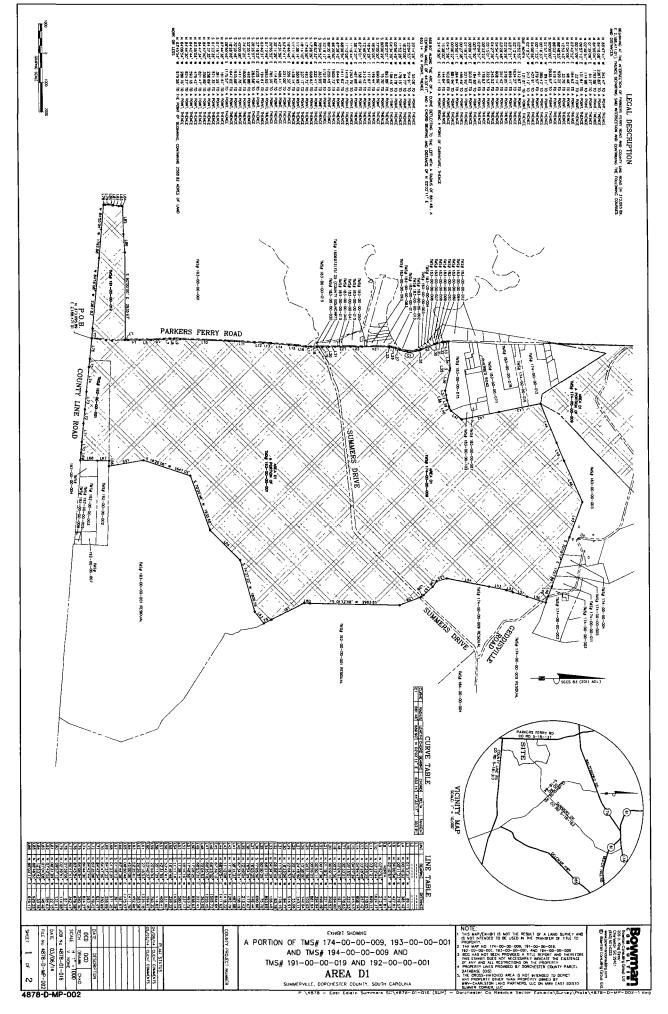
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S 64°04'13" E 205.45' TO A POINT; THENCE
S 73°12'26" E 431.74' TO A POINT; THENCE
S 49°42'21" E 944.20' TO A POINT; THENCE
S 44°30'56" W 80.97' TO A POINT; THENCE
S 55°49'33" W 152.95' TO A POINT; THENCE
S 44°24'11" W 85.21' TO A POINT; THENCE
N 58°40'35" W 1907.55' TO A POINT; THENCE
N 38°54'16" W 1079.60' TO A POINT; THENCE
N 39°21'28" W 901.11' TO A POINT; THENCE
N 38°26'29" W 2370.68' TO A POINT; THENCE
N 13°09'45" E 216.48' TO A POINT; THENCE
N 23°31'41" W 505.57' TO A POINT; THENCE
N 26°40'15" W 1255.29' TO A POINT; THENCE
N 15°51'52" W 272.77' TO A POINT; THENCE
N 15°14'42" W 643.75' TO A POINT; THENCE
N 32°36'01" W 132.92' TO A POINT: THENCE
N 34°31'29" W 470.97' TO A POINT; THENCE
N 41°53'26" E 379.83' TO A POINT; THENCE
S 79°32'01" E 3063.44' TO A POINT; THENCE
S 83°55'34" E 187.57' TO A POINT; THENCE
S 74°35'14" E 77.03' TO A POINT; THENCE
S 72°27'25" E 1385.47' TO A POINT; THENCE
S 72°41'35" E 395.54' TO A POINT; THENCE
S 01°06'01" W 991.54' TO A POINT; THENCE
S 70°20'41" E 2368.54' TO A POINT; THENCE
S 28°38'21" W 405.35' TO A POINT: THENCE
S 56°10'07" E 621.28' TO A POINT; THENCE
S 52°28'35" E 1212.66' TO THE POINT OF BEGINNING CONTAINING 700.96 ACRES OF
LAND MORE OR LESS.
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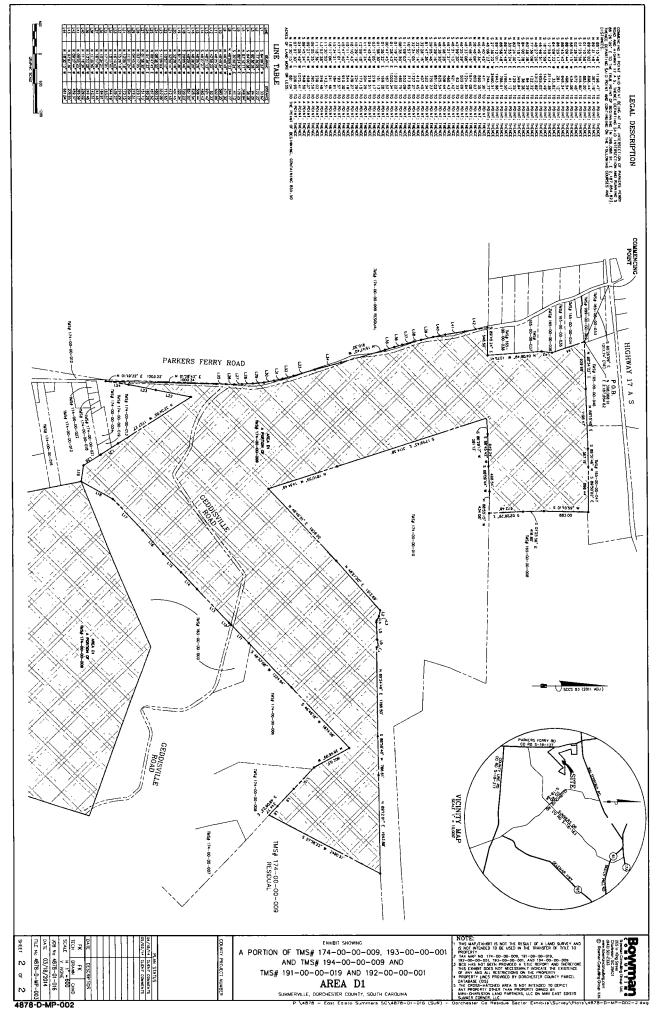
# Exhibit "A-1" Depiction of Property

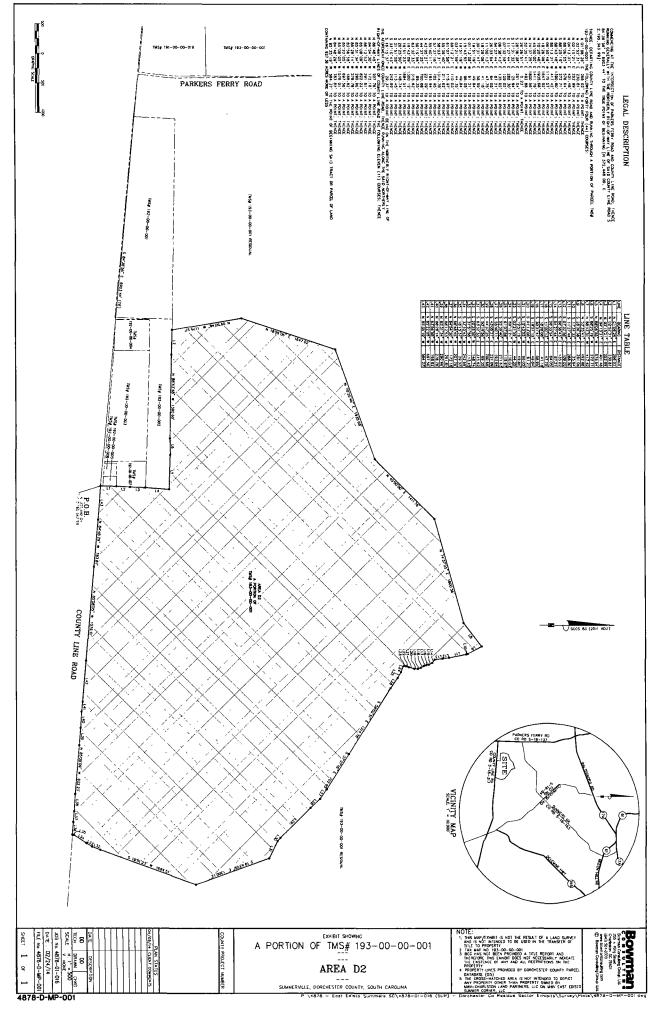
# Note to clerk and title examiners.

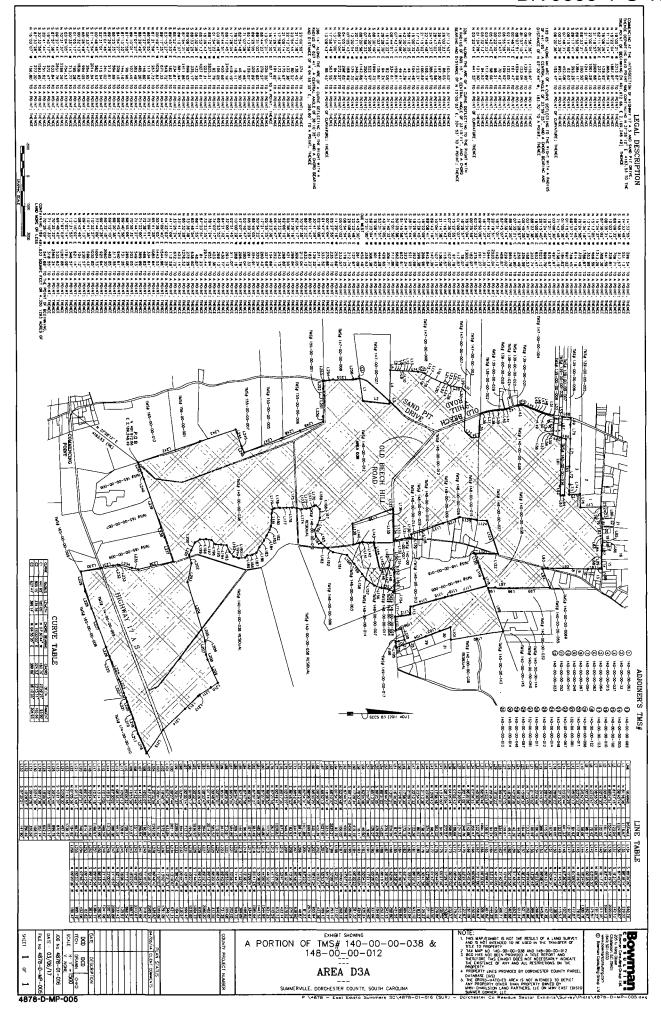
The Property is not intended to include, and this Covenant is not intended to create an encumbrance on title to any property not owned by Declarant or an Owner who has joined in the execution of this Covenant.

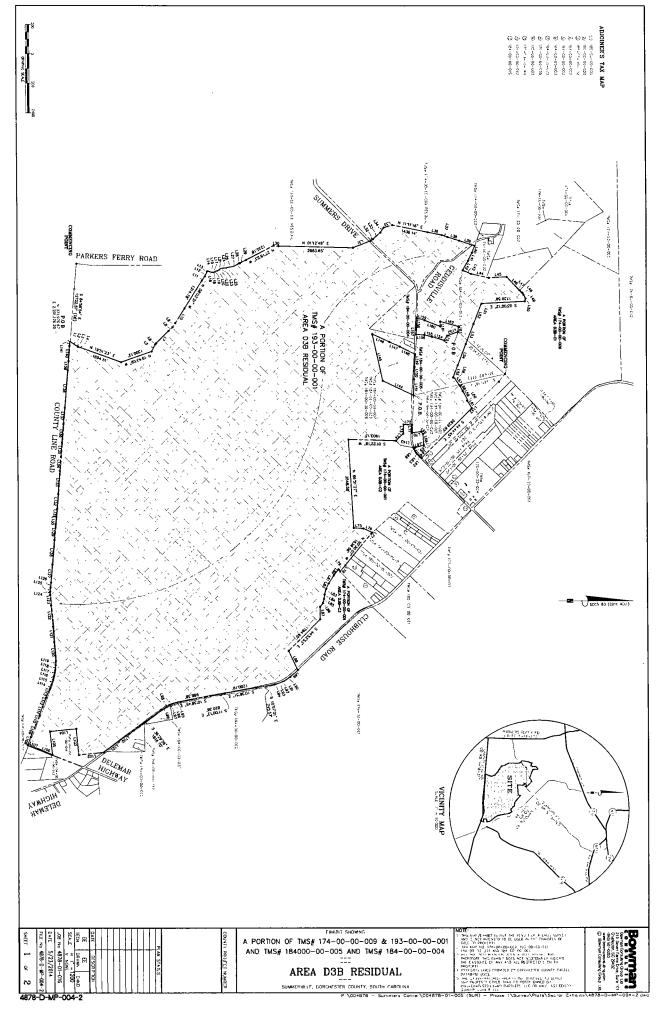
[see attached Exhibit "A-1" – Property]

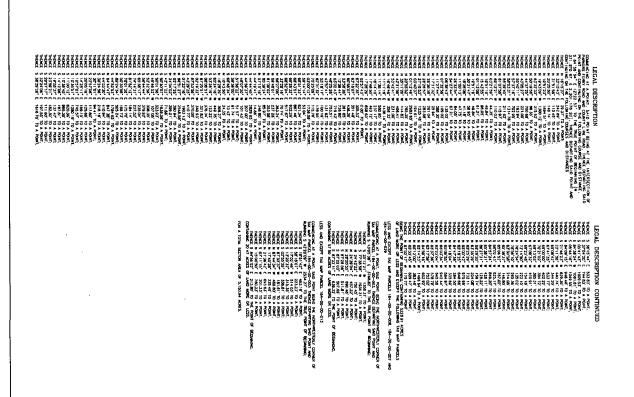


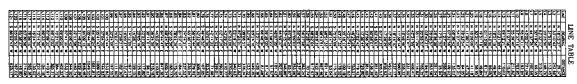














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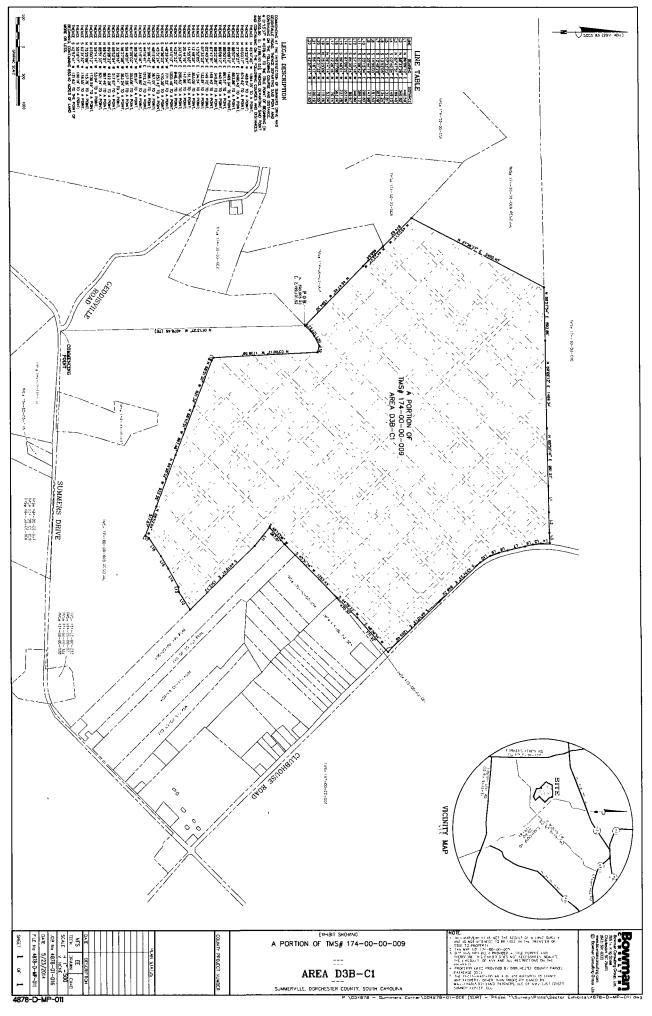
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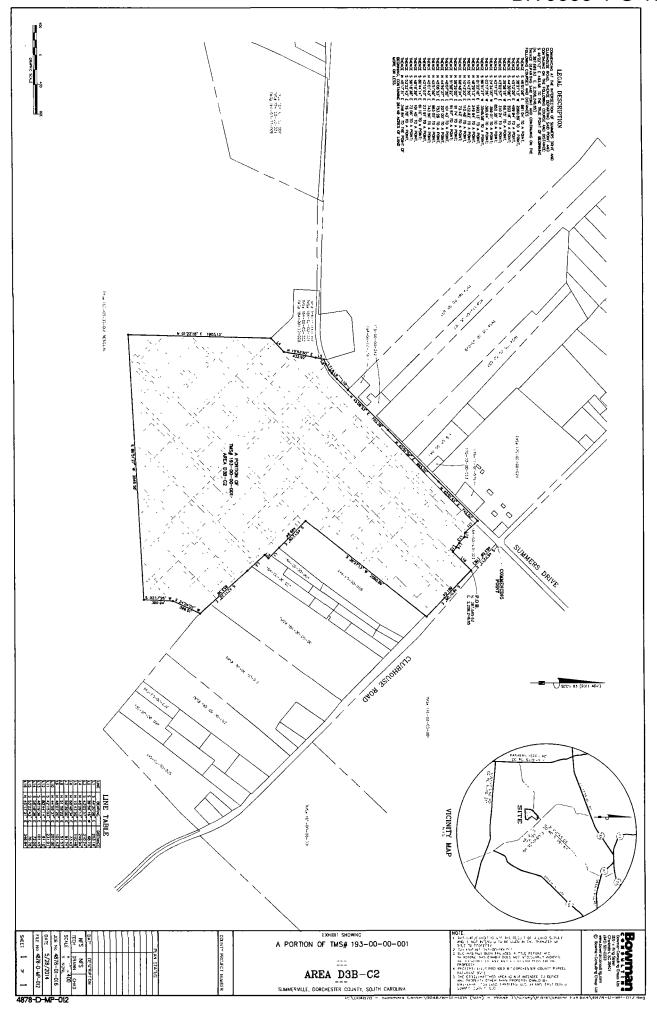
SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA

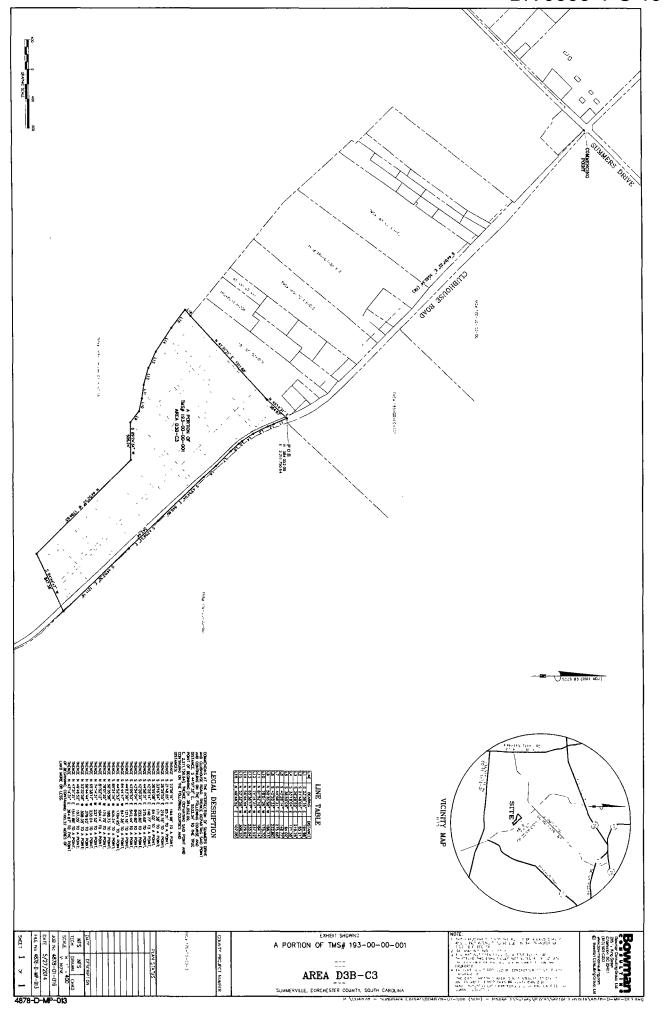
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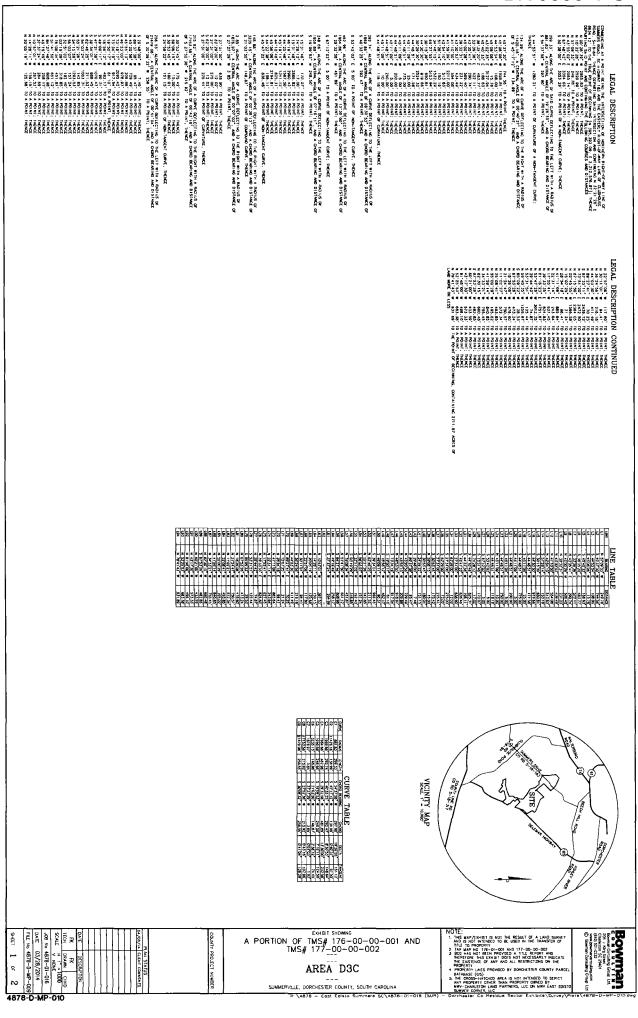
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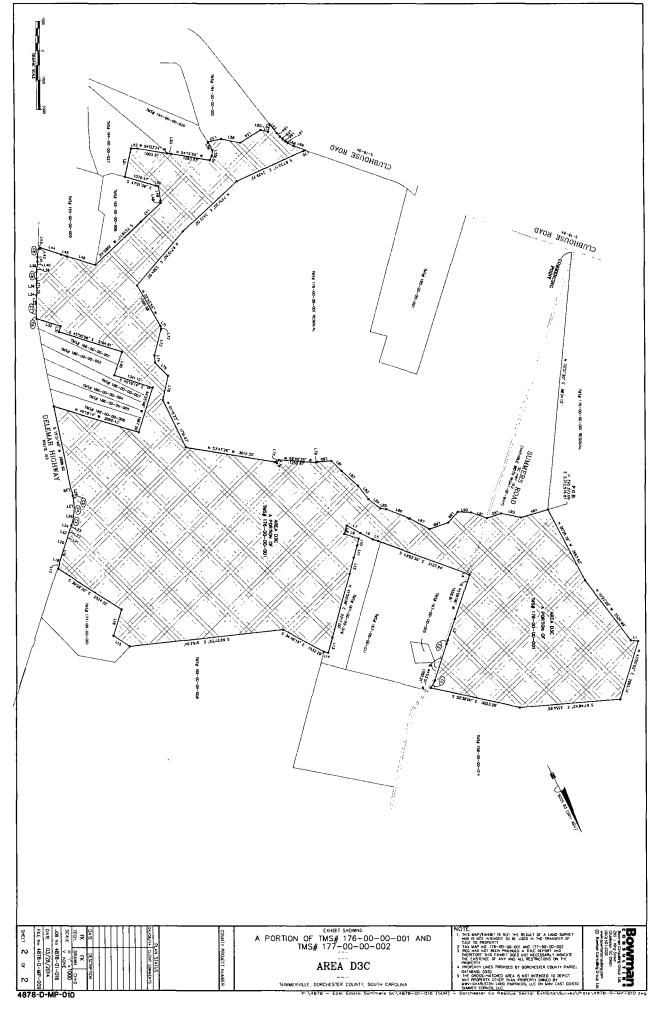


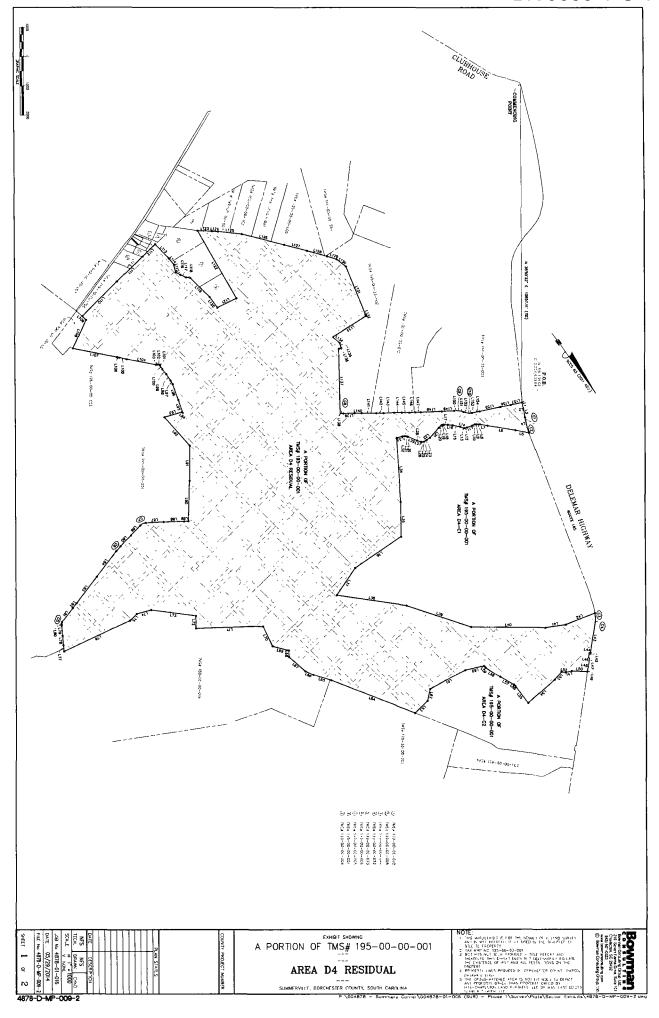


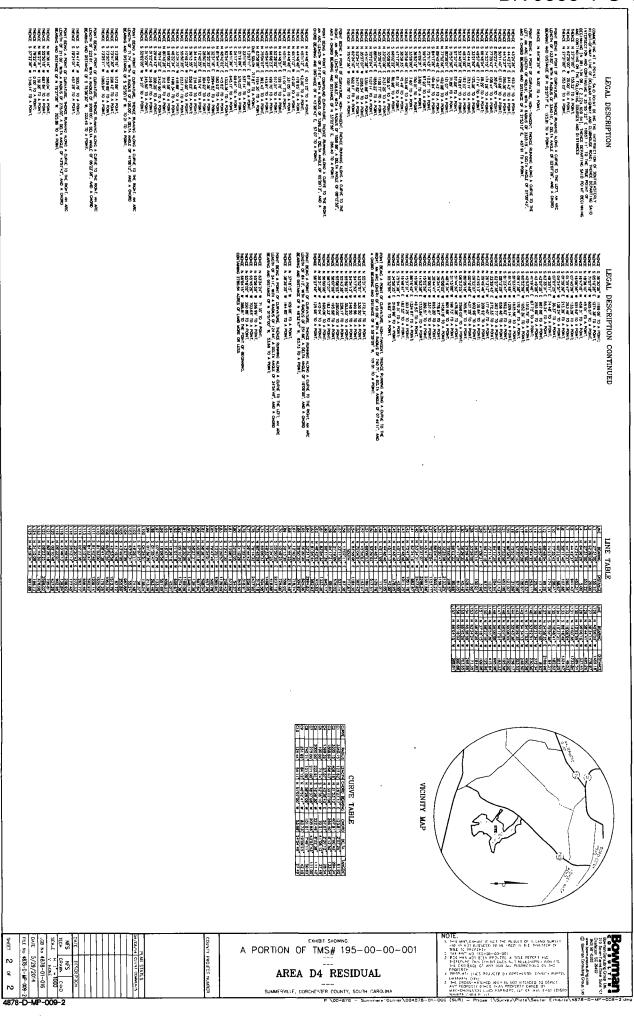


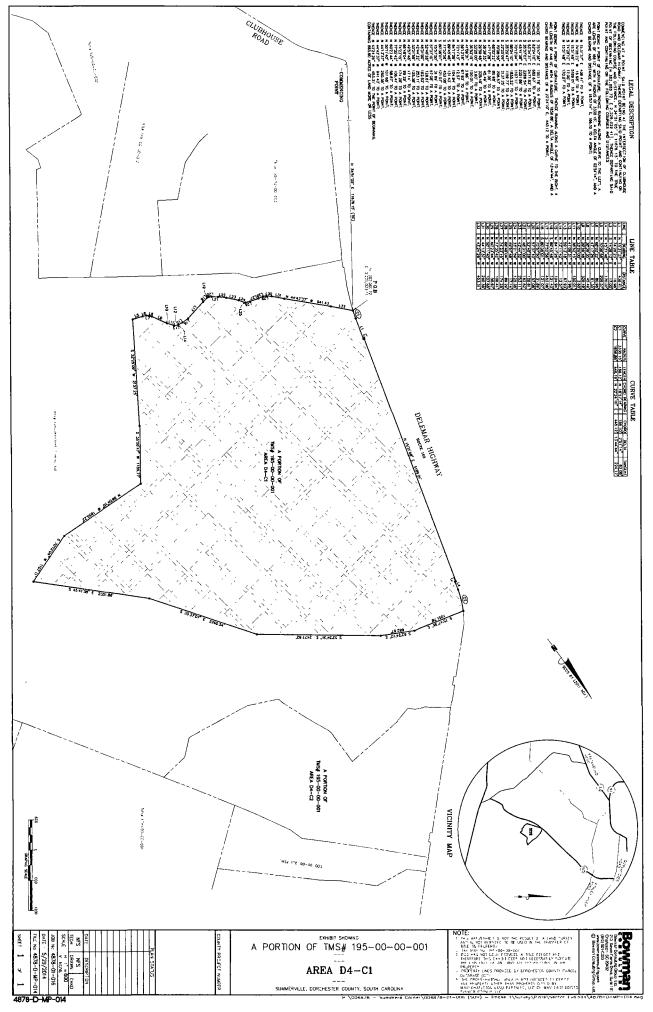


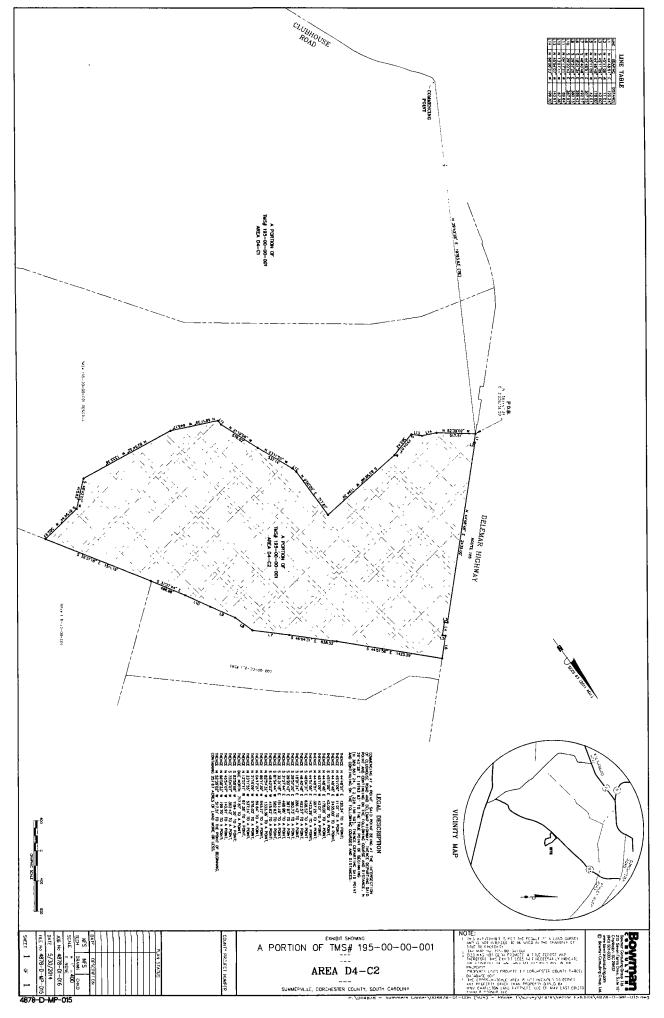
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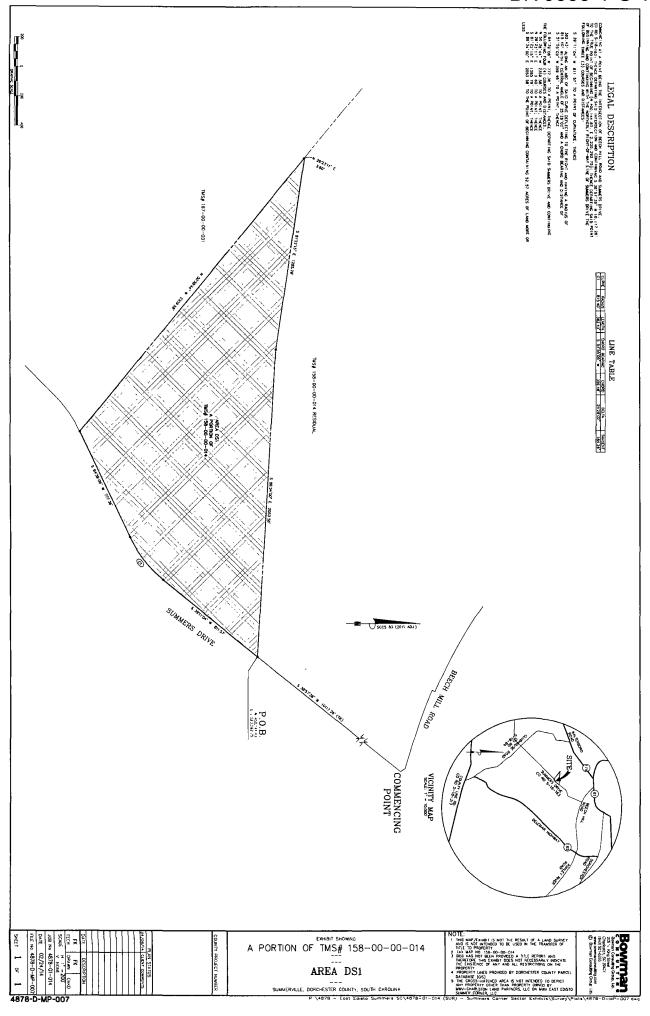


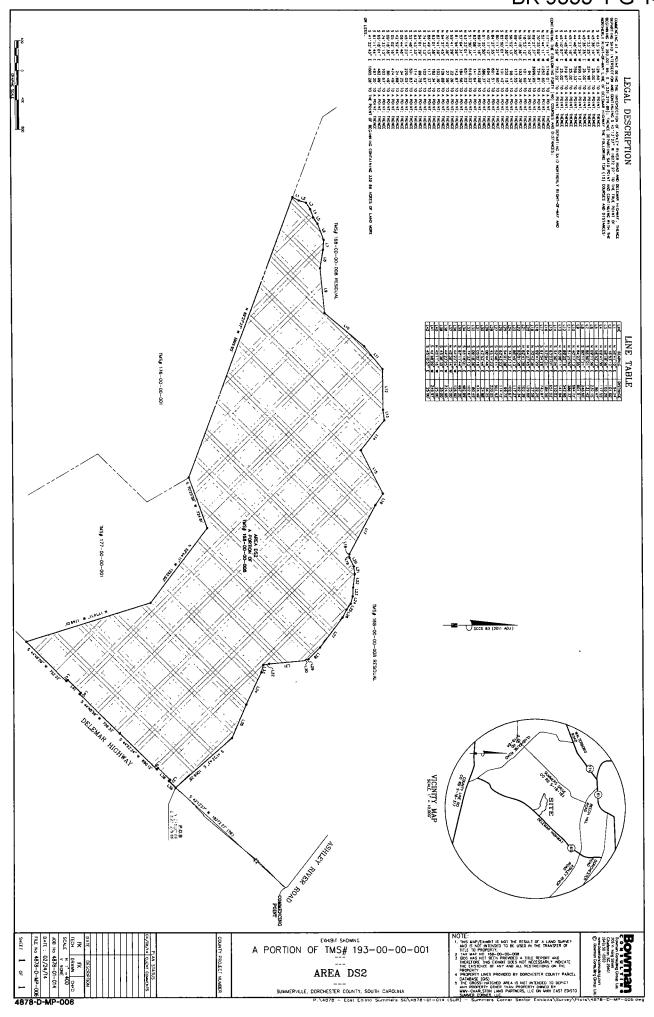


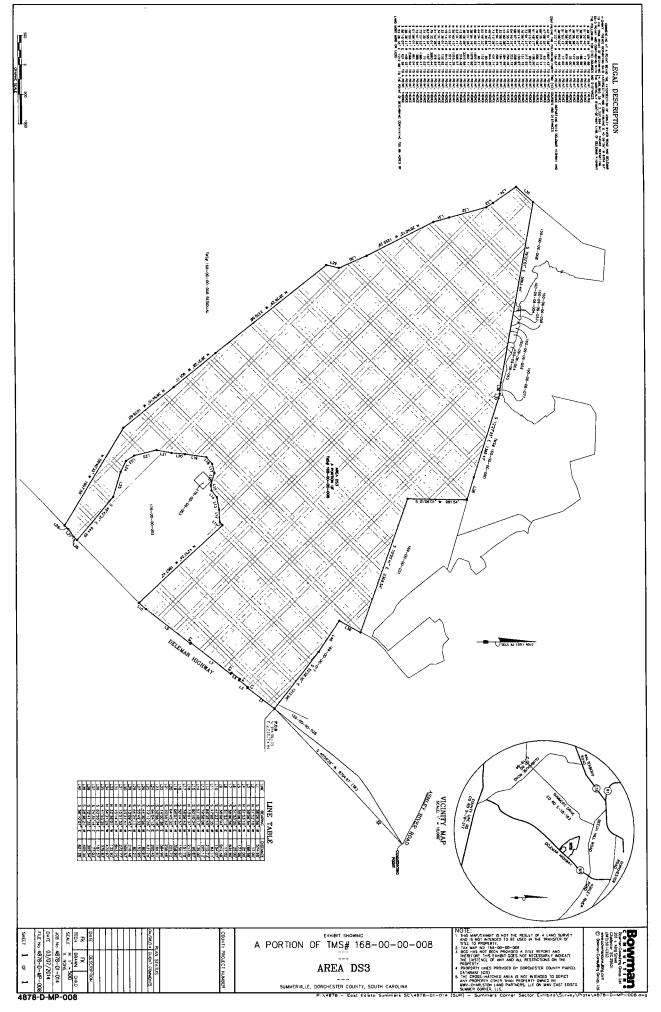










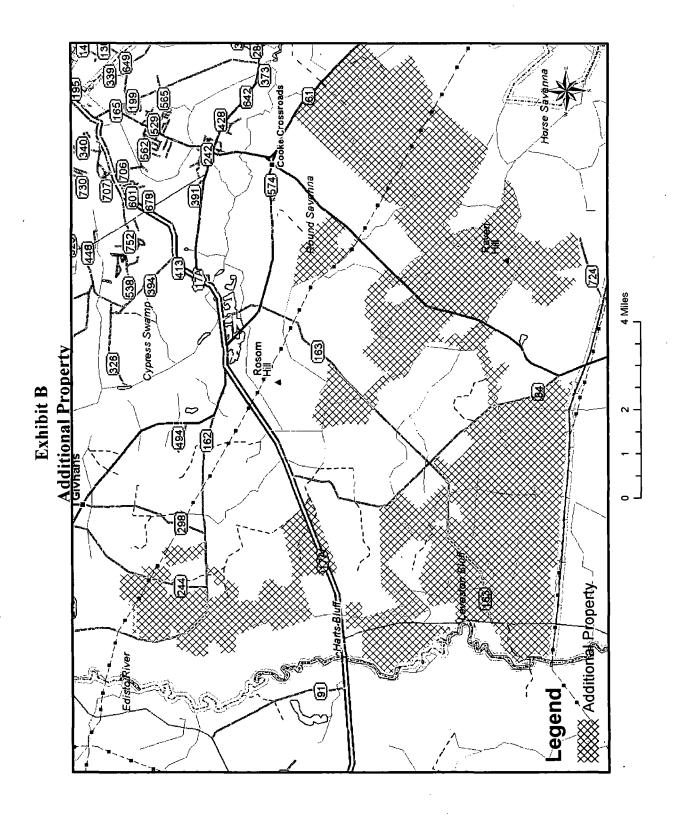


# Exhibit "B" Additional Property

# Note to clerk and title examiners.

This Covenant is not intended to create an encumbrance on title to the property depicted in Exhibit "B". Such title may be encumbered only with the consent of the Owner thereof by filing a Supplement in accordance with Section V.

[see attached Exhibit "B" – Additional Property]



# Exhibit "C" Permitted Title Exceptions

- 1. Development Agreement dated December 12, 2012, and recorded at Book 8601, Page 001 in the Register of Deeds Office for Dorchester County, as subsequently amended;
- 2. Any and all building codes, zoning ordinances, laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property;
- 3. All liens for taxes, assessments, both general and special, and other governmental charges which are not yet due and payable;
- 4. All electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines and facilities of any nature now located on, over or under the Property;
- 5. All existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way affecting the Property;
- 6. Rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any;
- 7. All encroachments, overlaps, and boundary line disputes, and other similar matters not of records which would be disclosed by an accurate survey or inspection of the Property;
- 8. All licenses, easements, rights-of-way and other agreements of record;
- 9. Any loss of claim due to lack of access to all or any portion of the Property;
- 10. Rights and claims of parties in possession of the Property;
- 11. All minerals located upon or under the Property heretofore excepted or reserved by any person other than grantor and all mining, extraction and other related rights to use the Property as are set forth in any prior instrument of record; and
- 12. Development and use restrictions and conditions imposed by Federal, State, and local laws with respect to those portions of the property designated as "wetlands."