

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DECLARATION OF
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 22ND day of August, 2012 by West Stone 125, LLC ("Declarant").

RECITALS

COPY

WHEREAS, Declarant is the owner of certain real property ("real property" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Richland County, South Carolina, more particularly described as 58.64 acres of wetlands and riparian areas, 15.18 acres of upland buffers and 2.55 acres of utility line right of ways totaling 76.37 acres identified on the plat prepared by Glenn Associates Surveying, Inc. dated April 20, 2011 and attached hereto as Exhibit A and made a part hereof by this reference ("Property"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army permit number **SAC-2007-1852-SIR** ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the 'permitted' property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declare that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. Prohibitions. Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law or as described in the Permittee-Responsible Mitigation Plan for V.C. Summer Nuclear Station Units 2 and 3, Army Corps Permit # SAC-2007-1852-SIR and dated April 4, 2012; d) construction and maintenance of pedestrian paths and/or boardwalks up to 12' in width as pre-approved in writing by the Corps and DHEC; e) minor impacts associated with future restoration projects upstream and/or downstream of the current restoration and enhancement projects as pre-approved in writing by the Corps and DHEC; f) all existing utility line easements as shown on the plat are excluded from the prohibitions set herein.

Book 1795-780

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Declaration of Covenants

Fee: \$10.00 County Tax: \$0.00

State Tax: \$0.00



2. Amendment. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Compensatory mitigation for any adverse impacts associated with an amendment will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.
3. Notice to Government. Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.
4. Reserved Rights. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.
5. Compliance Inspections. The Corps, DHEC, and its authorized agents shall have the right to enter and go upon the lands of Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.
6. Enforcement. The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.
7. Property Transfers. Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at [insert book and page references, county(ies), and date of recording].

8. Marking of Property. The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. Recording of Plat. A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat was recorded in the RMC Office for Richland County in Book 1795 at Page 783 on 9-11-12.

10. Long-Term Management. The Declarant is responsible for long-term management activities identified in an approved mitigation plan, dated April 4 2012. The required activities include but are not limited to management activities (invasive species, fire, etc) and the maintenance and/or replacement of structures (fences, ditch plugs, weirs, etc) that are critical to the long-term success of the mitigation activities as described in the approved mitigation plan.

11. Separability Provision. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

Dayle S Puckett
[type name of witness under signature line]

[Signature]
[type name of witness under signature line]

Declarant

By: Richard D. Bates
[type name of individual under signature line]

Its: member
[title of signing individual, where applicable]

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)ss.

I, a Notary Public, do hereby certify that Richard Bates Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 22nd day of August, 2012

C. RANDALL MCKAY
(Signature of Notary Public)

C. RANDALL MCKAY
(Typed/Printed name of Notary Public)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3/1/15

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

**FIRST AMENDMENT TO
DECLARATION OF
RESTRICTIVE COVENANTS**

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
OF "The Crane Creek Mitigation Tract"**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (the "First Amendment") is made this 11 day of March, 2016, by West Stone 125, LLC ("Declarant")

WHEREAS, Declarant is the owner of certain real property near the City of Columbia, South Carolina, known as The Crane Creek Mitigation Tract; and

WHEREAS, Declarant filed certain Declaration of Restrictive Covenants dated August 22, 2012 (the "Declaration") and recorded in Book 1795, Pages 780-783 in the ROD Office for Richland County, South Carolina, on certain real property, as described in the Declaration, including Exhibit A to the Declaration (the "Property"), as compensatory mitigation associated with Department of the Army (DA) Permit No. SAC 2007-1852-SIR ("Permit"); and

WHEREAS, Declarant has prepared a new maps, which are recorded as attachments (Exhibit B and Exhibit C) to this First Amendment; and

WHEREAS, Declarant, pursuant to Section 2 of the Declaration, and after receiving the concurrence of the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency) and the S.C. Department of Health and Environmental Control ("DHEC," to include an successor agency) may amend the Declaration; and

WHEREAS, Declarant has executed this First Amendment in order to evidence that it agrees with, and is bound by, the terms and conditions set forth herein; and

NOW, THEREFORE, Declarant does hereby amend the First Amendment to the Declaration as follows:

- 1.1 A 2.63 acre area of the Declaration, as shown on Exhibit B to this First Amendment, is hereby released, removed, and discharged from the terms, conditions, operation and effect of the Declaration, reducing the Property of the Declaration from 76.37 acres to 73.74 acres.
- 1.2 A 6.47 acre area, including upland buffer and wetlands, and as shown as on Exhibit C to this First Amendment, is hereby added to the Property of the Declaration, and is now subject to the terms, conditions, operation and effect of the Declaration, expanding the Property of the Declaration from 73.74 acres to 80.21 acres.
- 1.3 **APPROVAL:** This First Amendment has been approved by the South Carolina Department of Health and Environmental Control ("DHEC") and by the U.S. Army Corps of Engineers, Charleston District ("Corps") as shown on Exhibit A attached hereto and made a part hereof by reference.

- 1.4 Except as expressly modified herein, the Declaration remains unchanged and all terms, obligations and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF _____, Declarant, has hereunto set its hand and seal
this _____ day of _____, 2016.

WITNESSES

Maria V. Milonakis
Tu

By: Richard Bates
Its: Single member - owner

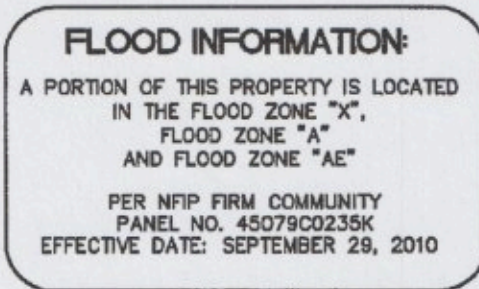
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public, do hereby certify that Richard Bates, by and through its authorized representative personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 14th day of March 2016.

Carrie H. McCally
Notary Public for South Carolina
My commission expires: 4-2-2025



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