

**CYNTHIA B FORTE**  
**BERKELEY COUNTY**  
**REGISTER OF DEEDS**

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

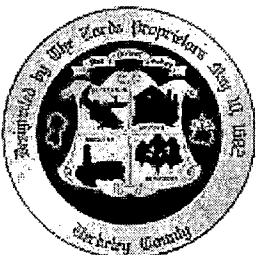
**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***



Instrument #:	2016033145		
Receipt Number:	35460	Return To:	NEXSEN PRUET LLC
Recorded As:	DEED		P O BOX 486
Recorded On:	September 30, 2016		CHARLESTON, SC, 29402
Recorded At:	04:48:10 PM	Received From:	NEXSEN PRUET LLC
Recorded By:	ORTEZ HOWELL	Parties:	
Book/Page:	RB 2289: 952 - 984		Direct- MWV-SHEEP ISLAND LLC
Total Pages:	33		Indirect- HP SUMMERVILLE PALMETTO LLC

**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

Recording Fee:	\$38.00
Consideration:	\$2,054,250.00
County Tax:	\$2,259.95
State Tax:	\$5,341.70
Tax Charge:	\$7,601.65



RECEIVED

SEP 30, 2016

ASSESSOR  
BERKELEY COUNTY SC  
JANET B. JUROSKO  
AUDITOR BERKELEY COUNTY SC

*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BERKELEY         )     LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **MWV-SHEEP ISLAND, LLC**, a Delaware limited liability company ("Grantor"), in the State aforesaid, for and in consideration of the sum of TWO MILLION FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$2,054,250.00) DOLLARS, and other valuable consideration, to it in hand paid at and before the sealing of these presents by **HP SUMMERVILLE PALMETTO, LLC**, a Delaware limited liability company ("Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the Permitted Exceptions (as hereinafter defined), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE (the "Property")

THE PROPERTY IS HEREBY CONVEYED SUBJECT TO the following (collectively, the "Permitted Exceptions"): (i) all of the covenants, conditions, restrictions, reservations, easements, instruments and other matters, if any, set forth on Exhibit "B" attached hereto and incorporated herein by this reference; and (ii) that certain Declaration of Covenants attached hereto as Exhibit "C" and incorporated herein by this reference.

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said Property belonging, or in any wise incident or appertaining.


TO HAVE AND TO HOLD, all and singular, the Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.


AND, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the Property unto Grantee and Grantee's successors and assigns, against Grantor and Grantor's successors and assigns, so that neither Grantor nor those claiming under Grantor shall hereafter have any interest in or claim the same, or any part thereof.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under, seal, in its name by its proper officer this 30 day of September, 2016.

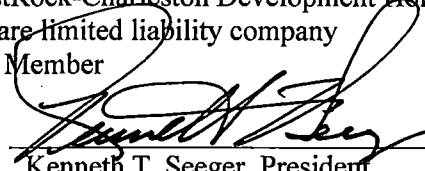
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
First Witness

  
Second Witness – can be Notary

**MWV-SHEEP ISLAND, LLC,**  
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC,  
a Delaware limited liability company  
Its: Sole Member

By:  (SEAL)  
Kenneth T. Seeger, President

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

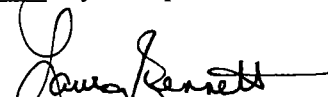
ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that MWV-Sheep Island, LLC, a Delaware limited liability company, by WestRock-Charleston Development Holdings, LLC, a Delaware limited liability company, its Sole Member, by Kenneth T. Seeger, its President, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 30 day of September, 2016.



**Laura E. Sennett**  
**NOTARY PUBLIC**  
State of South Carolina  
My Commission Expires  
October 27, 2018

  
Notary Public for State of South Carolina  
Print Name: LAURA SENNETT  
My commission expires: 10-27-2018

**Exhibit "A"**  
**to**  
**Deed**

**Description of the Property**

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina, containing 5.478 acres, more or less, being shown and designated as "**LOT 28**" on a plat entitled "SUBDIVISION PLAT RESIDUAL "TRACT A" AND NEW "LOT 28" OF NEXTON SHOWING THE CREATION OF NEW "LOT 28", NEW DRAINAGE EASEMENTS, NEW BCWS GENERAL UTILITY EASEMENTS NEW INGRESS/EGRESS EASEMENTS & RESIDUAL "TRACT A" TMS NO. 221-00-00-177 OWNED BY MWV-SHEEP ISLAND, LLC LOCATED IN THE TOWN OF SUMMERVILLE, BERKELEY COUNTY, SOUTH CAROLINA", prepared by Jonathan F. Burns, P.L.S. 22742, of GPA Professional Land Surveyors, dated August 5, 2015, and recorded August 30, 2016, in Plat Cabinet S, Pages 223i through 224i, in the Office of the Register of Deeds for Berkeley County, South Carolina, reference to which is hereby craved for a more complete description.

BEING a portion of the property conveyed to MWV-Sheep Island, LLC, by deed of MWV-Parks of Berkeley, LLC, dated May 17, 2011, and recorded May 17, 2011, in Book 8937, Page 166, and by deed dated August 8, 2016, and recorded August 9, 2016, in Book 2244, Page 931, in the Office of the Register of Deeds for Berkeley County, South Carolina.

TMS No.: 221-00-00-182

Grantee's Address:   HP Summerville Palmetto, LLC  
                          c/o Equity, LLC  
                          Attention: Steven P. Wathen  
                          4653 Trueman Blvd., Suite 100  
                          Hilliard, OH 43026

**Exhibit "B"**  
**to**  
**Deed**

**Permitted Exceptions**

1. Taxes and assessments for the year 2016 and subsequent years, which are a lien, but are not yet due and payable.
2. Roll-back taxes as provided under Title 12, South Carolina Code, as amended, including Section 12-43-220 and others.
3. Rights of upper and lower riparian owners in and to the waters of streams, creeks or branches crossing or adjoining the Property, if any, and the natural flow thereof free from diminution or pollution.
4. Zoning and other laws and ordinances applicable to the Property.
5. Those certain matters disclosed on the plat recorded in Plat Cabinet S, Pages 223i through 224i, in the Office of the Register of Deeds for Berkeley County, South Carolina.
6. Such matters as would be disclosed by an accurate survey and inspection of the Property.
7. Development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as "wetlands."
8. The matters set forth in the Declaration of Covenants attached hereto as **Exhibit "C"** and incorporated herein by this reference, and any other valid and enforceable covenants, conditions, easements and restrictions of record.
9. Charter for Nexton Commercial Properties by MWV-Sheep Island, LLC, dated and recorded January 18, 2013, in Book 9906, Page 171, in the Office of the Register of Deeds for Berkeley County, South Carolina, as it may be supplemented and amended, including, but not limited to, that certain Supplement to the Charter for Nexton Commercial Properties and the Covenant to Share Costs; dated September 30, 2016, and recorded 9-30, 2016, in said Office in Book 2289, Page 938, as it may be supplemented and amended.
10. Declaration of Easements and Covenant to Share Costs recorded on January 18, 2013, in Book 9906, Page 285, in the Office of the Register of Deeds for Berkeley County, South Carolina, as it may be supplemented and amended, including, but not limited to, that certain Supplement to the Charter for Nexton Commercial Properties and the Covenant to Share Costs, dated September 30, 2016, and recorded 9-30, 2016, in said Office in Book 2289, Page 938, as it may be supplemented and amended.
11. Development Agreement by and between MWV-Sheep Island, LLC, MWV-Parks of Berkeley, LLC, MWV Community Development and Land Management, LLC, and the Town of Summerville, South Carolina, dated April 27, 2011, and recorded April 28, 2011, in Book 8913, Page 1, in the Office of the Register of Deeds for Berkeley County, South Carolina, as it may be supplemented and amended.
12. Grant of Perpetual Easement from MWV-Parks of Berkeley, LLC, to Berkeley County Water and Sanitation dated December 17, 2013, and recorded in Book 10531, Page 250 in the Office of the Register of Deeds for Berkeley County.
13. Agreement between MWV-Sheep Island, LLC, and Berkeley Electric Cooperative, Inc., dated December 29, 2010, and recorded May 31, 2011, in Book 8954, Page 45 in the Office of the Register of Deeds for Berkeley County.
14. Right of Way Easement from MWV Sheep Island, LLC, to Home Telephone ILEC, LLC, d/b/a Home Telecom, dated March 18, 2011, and recorded March 22, 2011, in Book 8865, Page 110 in the Office of the Register of Deeds for Berkeley County.

**Exhibit "C"**  
**To**  
**Deed**

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

**DECLARATION OF COVENANTS**

THIS DECLARATION OF COVENANTS ("**Declaration**") is made effective as of September 30<sup>th</sup>, 2016 (the "**Effective Date**"), by MWV-SHEEP ISLAND, LLC, a Delaware limited liability company, on behalf of itself and its successors and assigns ("**Declarant**"), and HP SUMMERVILLE PALMETTO, LLC, a Delaware limited liability company, on behalf of itself, its successors, assigns, and successors-in-title to the Property described herein ("**Owner**"), with reference to the following facts:

A. Declarant is the developer of the planned community located in Berkeley County, South Carolina known as Nexton (the "**Development**"). Declarant executed and filed that certain Charter for Nexton Commercial Properties recorded in the Office of the Register of Deeds of Berkeley County, South Carolina on January 18, 2013 at Volume 9906, Page 171 (as amended and supplemented, the "**Charter**") and that certain Declaration of Easements and Covenant to Share Costs for Nexton recorded January 18, 2013 at Volume 9906, Page 285, *et seq.*, in the aforesaid Register of Deeds Office (as amended and supplemented, the "**Covenant to Share Costs**").

B. Declarant and ELIC Land Investments, LLC, an Ohio limited liability company ("**ELIC**"), entered into that certain Amended and Restated Nexton Commercial Parcel Purchase and Sale Agreement dated June 12, 2015 (as it may have been and may be amended from time to time, the "**Purchase Agreement**"), by which Declarant agreed to sell to ELIC and ELIC agreed to purchase from Declarant certain real property located within the Development which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**").

C. ELIC subsequently assigned to Owner all of ELIC'S rights, obligations and liabilities under the Purchase Agreement related to the purchase of the Property as evidenced by that certain partial Assignment of Purchase Contract from ELIC Land Investments, LLC to Owner dated September 29, 2016.

D. The Purchase Agreement contemplates that certain commitments, covenants and obligations of Owner set forth therein ("**Owner Covenants**") shall (i) survive the closing of the purchase and sale of the Property pursuant to the Purchase Agreement and termination of the Purchase Agreement, and (ii) be binding upon Owner and Owner's successors-in-title to the Property or any portion thereof. The purpose of this Declaration is to set forth and provide public record notice of certain Owner Covenants.

NOW, THEREFORE, Declarant and Owner hereby declare that the Property shall be held, conveyed, encumbered, used, occupied and improved subject to the Owner Covenants set forth herein, which shall encumber the title to the Property and shall be binding upon all persons now having or hereafter acquiring any right, title, or any interest in the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of Declarant, its successors and assigns.

## **1. Architectural Approval; Erosion Control.**

(a) To assure that the improvements to be constructed on the Property are compatible with the general theme for the Development and meet certain design and landscaping standards established by Declarant, all construction and landscaping on the Property shall be subject to prior review and approval of Declarant or Architectural Review Committee ("**Reviewer**") in accordance with the Charter and the Design Guidelines referenced therein (the "**Design Guidelines**"). Prior to beginning any site work or construction on the Property, Owner shall submit to the Reviewer the preliminary site plan, elevations, floor plans, landscape plans, and any other plans required by the Design Guidelines for the construction of improvements on the Property ("**Plans**"). Unless previously delivered prior to the date hereof, the Reviewer shall deliver notice to Owner of its approval or disapproval of the Plans within thirty (30) days of receipt of all required Plans. In the event of disapproval, Reviewer shall clearly state the reason for disapproval and required remedy, and Owner shall revise and resubmit the Plans and the procedure set forth above shall be repeated until the Plans are approved.

(b) Owner shall also submit to the Reviewer for review and approval all substantial deviations to the Plans as originally approved. A deviation or modification shall be deemed substantial if it (i) visibly alters the exterior appearance of the Property or the improvements constructed or to be constructed thereon; or (ii) alters the total square footage within the frame line of the structure by more than five percent (5%). Any and all modifications to the Plans required by any municipal, county or other governmental agency shall also be subject to such review. The review shall be conducted in accordance with the same procedures as set forth above.

(c) Owner and Declarant shall comply with any National Pollution Discharge Elimination System Permit for Storm Water Discharges from Construction Activities and any substitute for or amendment to that permit (collectively, the "**NPDES Permit**"). Declarant has developed an Erosion, Sedimentation, and Pollution Control Plan ("**Erosion Control Plan**") covering that area of the Development in which the Property is located, specifying best management practices and an implementation plan. Owner agrees to comply with all portions of the Erosion Control Plan applicable to the Property and Owner's activities in the Development. In the event that Owner fails to comply, Declarant may enter upon the Property to cure such noncompliance and deduct all costs incurred from the Development Deposit paid by Owner as set forth below. Owner agrees to hold harmless Declarant from any cost, claim, damage, fine or expense, including, without limitation, attorneys' fees and legal expense, arising out of Owner's failure to comply with the Erosion Control Plan or the NPDES Permit.

## **2. Obligation to Improve Property.**

(a) Owner covenants and agrees to begin construction of a medical office building and the related landscaping and improvements on the Property in accordance with the Plans (collectively, the "**Improvements**") no later than December 29, 2016, and to complete construction of the Improvements and open the Improvements to the public no later than two (2) years from commencement of construction, subject to force majeure as set forth below, and further subject to such extensions, if any, as Declarant may give, in its sole discretion. If construction of improvements consistent with the Plans shall not have commenced on the Property in good faith within the time period required hereunder (as it may be extended by Declarant by written notice to Owner), then at any time after the expiration of such period and prior to good faith commencement of construction on the Property, Declarant shall have the right, by delivering to Owner or the then owner of the Property written notice of its intent to repurchase, to require the conveyance of the Property to Declarant or any third party designated by Declarant in accordance with **Paragraph 3** below for a purchase price equal to the purchase price paid by Owner to Declarant for the Property as reduced by the amount of any fees due from Owner to Declarant pursuant to the terms of the Purchase Agreement (the "**Right of Repurchase**").

(b) Construction of improvements on the Property may be performed only by a contractor who meets the criteria established by, and is approved in writing by, Declarant.

(c) Once Owner or its employees, contractors, subcontractors or agents have commenced site work or construction activity on the Property, Owner shall proceed with due diligence to complete all construction and improvements on the Property, including landscaping, in accordance with the Plans, using good and workmanlike construction practices in accordance with standard industry practices and consistent with the Design Guidelines and all building codes, covenants, conditions and restrictions applicable thereto. Owner shall be deemed to be exercising "due diligence" as long as significant construction activity resulting in reasonable progress toward completion has occurred on the job site on at least ten (10) out of the last thirty (30) days in which weather permitted such activity, excluding any period of delay authorized herein.

(d) The time period by which Owner must commence or complete construction on the Property shall be tolled during any period that, due to acts of God, weather conditions, governmental restrictions or delays, unavailability of required materials, or other events or circumstances beyond Owner's control, Owner is unable to commence or complete construction.

(e) Upon the issuance of a certificate of occupancy, Owner shall notify Declarant and give Declarant the opportunity to inspect the Property for compliance with the Charter, this Closing Declaration, and the Plans. If Declarant inspects the Property and identifies any matters of noncompliance, it may issue a Notice of Non-Compliance to Owner within seven (7) days thereafter, which notice shall specifically identify such matters of non-compliance. In such event, Owner shall not take occupancy of the Property or deliver notice of substantial completion to a third party without first either: (i) bringing all such matters into compliance and obtaining a clearance letter from Declarant; or (ii) disclosing any items of non-compliance to the third party in writing, specifying the time period within which they will be corrected, and obtaining the third party's signature acknowledging that such items are outstanding and agreeing to such time period for correction. If Owner elects clause (ii), Owner shall provide a signed copy of the third party's acknowledgement to Declarant prior to delivery of possession to the third party.

### **3. Restriction on Resale/Right of First Refusal.**

(a) As provided herein, Owner acknowledges that it is currently Declarant's policy to sell property only to purchasers who intend promptly to commence construction thereon and who are not purchasing primarily for speculative investment. Commencement of Construction shall be deemed to have occurred on the Property only upon (i) written certification by Owner's surveyor that the foundation has been completed and is located in conformance with the approved plans and (ii) Declarant has received a copy of Owner's building permit ("**Commencement of Construction**"). To protect Declarant in that regard (and in addition to the Right of Repurchase as provided in **Paragraph 2** herein), Owner agrees that until Commencement of Construction, neither Owner nor any successor-in-title to Owner or any related or affiliated entities to Owner to whom Owner may have transferred title to the Property as allowed and approved by Declarant, may transfer or convey the Property to any third-party without first offering to sell the Property to Declarant ("**ROFR**") for a purchase price equal to the purchase price paid by Owner to Declarant for the Property, as reduced by the amount of any fees due from Owner to Declarant pursuant to the terms of the Purchase Agreement, any applicable purchase agreement or the Governing Documents (the "**Repurchase Price**"). If Owner or any successor-in-title desires to sell or otherwise transfer the Property under circumstances triggering the ROFR, Owner shall deliver the third-party contract (the "**ROFR Contract**") to Declarant within three (3) business days from the effective date of the ROFR Contract, and Declarant shall have thirty (30) days after receipt of such ROFR Contract to deliver to Owner or Owner's successor-in-title either: (x) written notice of Declarant's election to exercise its rights herein together with a non-refundable deposit in the amount of twenty percent (20%) of the Repurchase Price for the Property to be purchased by Declarant ("**Repurchase Deposit**") or (y) a written



waiver of such rights in recordable form. If Declarant fails to provide Owner written notice of its election to exercise its rights hereunder within thirty (30) days after receiving the ROFR Contract from Owner as required herein, Declarant shall be deemed to have waived its rights of repurchase as provided herein. If Declarant gives notice of its election to exercise its rights hereunder, Declarant retains the right, at any time prior to the closing of such purchase, to cancel such purchase without explanation or liability to Owner by delivering to Owner or its successor-in-title a written waiver of its rights in recordable form to permit the originally proposed sale to proceed and the Repurchase Deposit shall be retained by Owner.

(b) If Declarant elects to repurchase as provided in this Paragraph, Owner or its successor-in-title shall convey the Property to Declarant (or any third-party designated by Declarant) by limited warranty deed subject to the same exceptions to title set forth in the Deed conveying the Property to Owner. Such conveyance shall occur within forty-five (45) days after the date of receipt of Declarant's notice of its intent to purchase, the exact time, date and location of such closing to be specified by Declarant in such notice. Declarant shall pay the cost of obtaining a title report and all other closing costs as originally paid by Owner at the original closing of the Property pursuant to the terms contained in the Purchase Agreement. Upon such conveyance, Declarant shall pay the Owner the applicable Repurchase Price in funds readily available in Berkeley County, South Carolina. Ad valorem taxes and assessments shall be prorated as of the date of such reconveyance. If the title proposed to be conveyed to Declarant is subject to any lien, encumbrance or other defect which is not permitted in this Paragraph, Declarant, in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Declarant (including, but not limited to, attorneys' fees) from the amount of the Repurchase Price otherwise payable as provided in this Paragraph.

At the closing of the repurchase, the transferor shall execute and deliver to Declarant: (i) the limited warranty deed referenced above; (ii) a non-foreign (FIRPTA) affidavit; (iii) an owner's no-lien affidavit; (iv) an affidavit representing and warranting to Declarant that there has been no change in the environmental condition of the Property during Owner's or any authorized successor's ownership thereof, and agreeing to indemnify, defend (with counsel acceptable to Declarant) and hold Declarant and its affiliates harmless from and against any and all claims, losses, liabilities, costs, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, any condition of the Property which is not in compliance with this provision; (v) a counterpart closing statement in form approved by Declarant; (vi) appropriate evidence to establish the authority of the transferor to enter into and close the transaction; (vii) in the event that any impact fee credits were assigned by Declarant to Owner as to the Property, a re-assignment of such impact fee credits to Declarant executed by Owner; and (viii) any other documents reasonably necessary or appropriate to complete and evidence the transaction to take place at such repurchase closing.

Upon Commencement of Construction on the Property prior to written notice from Declarant of Declarant's intent to exercise its right to repurchase as set forth above, the ROFR shall automatically terminate. The rights to repurchase hereunder are subordinate to the lien of any first priority mortgage or deed of trust securing a bona fide construction loan on the Property, but Owner agrees that Owner shall cause the release any such lien of record in connection with any repurchase by Declarant of the Property as described above. Declarant shall deliver to Owner, within ten (10) days after receipt of Owner's written request, a document in recordable form acknowledging the termination of any of Declarant's rights under this Paragraph which have expired pursuant to this Paragraph. Further, any third-party purchaser of any Property from Owner, either approved by Declarant or in violation of this Paragraph, shall be bound by the terms of the Governing Documents with respect to any future construction on the Property.

**4. Impervious Surface Area.** Declarant has reserved for itself, its successors, and assigns, all rights to create impervious surface area (as defined in the applicable ordinances of the Town of Summerville) within Nexton, except that Owner may develop not more than eighty percent (80%) of the

Property as impervious surface area ("**ISA Allocation**"). Upon completion of Owner's construction activities on the Property, Owner shall provide to Declarant a written certification of an independent professional engineer as to the impervious surface area on the Property. In the event that the entire ISA Allocation for the Property has not been used to construct the improvements on the Property, Owner shall not have the right to transfer or assign such rights to any other Property or any other person or entity. Unless otherwise approved by Declarant hereunder, any unused portion of the ISA Allocation for the Property shall automatically revert to Declarant, its successors and assigns. Creation of impervious surface area in excess of the ISA Allocation shall constitute a default by Owner under this Declaration.

**5. Connection to Utilities; Impact Fees.** Owner shall, at Owner's expense, tap into the central water and central sewer facilities to obtain water and sewer services to the Property. Owner shall be responsible for extending all utilities from the Property's boundary to the improvements constructed on the Property. Owner shall be responsible for and shall pay any impact fees, stand-by fees, tap and installation charges, or other fees, deposits, costs and expenses related to the hook-up and use of central water and central sewer services and all other utilities to serve the Property.

**6. Sidewalks.** Owner shall be responsible for constructing, at its sole cost and expense, (a) all sidewalks, ramps or walkways providing access to the improvements on the Property as required to comply with the Americans with Disabilities Act ("**ADA**"), and (b) sidewalks and handicap ramps, as required to comply with the ADA, within the road right-of-way across the front, and side (if a corner lot), of the Property in accordance with the requirements of Town of Summerville and/or Berkeley County, South Carolina, which installation shall be completed prior to issuance of a certificate of occupancy for the improvements on the Property. Owner shall use reasonable, good faith efforts to avoid causing any damage to sidewalks installed by or on behalf of Declarant and shall promptly repair any damage to such sidewalks caused by Owner, its contractors or subcontractors, and their respective employees and suppliers. Declarant may elect to install some sidewalks along any road within Nexton and, in such case, Owner shall be relieved of its obligation to install sidewalks on the Property in any location where Declarant has elected to install them. In the event that construction of any sidewalk fails to meet applicable local government standards, the party installing the sidewalk shall be responsible for any repair or replacement required by such local government or the Association.

**7. Technology Services and Marketing.**

(a) **Technology Services.** Owner shall arrange for the provision of telephone, wireless, high-speed internet data services and video services for the building constructed on the Property.

(b) **Technology Agreement.** Owner acknowledges that Declarant has entered into an agreement ("**Technology Agreement**") with Berkeley Cable Television Company, Inc. (commonly referred to as HomeTel) ("**Service Provider**") pursuant to which the Service Provider will commit to provide or offer certain technology-related services and products in the Community, which may include, without limitation, cable and/or satellite television, high speed Internet, local and long distance telephone services, voice over IP (VOIP) and other telecommunications services and related products, and to provide or offer certain technology options in the Community, which may include, without limitation, low voltage wiring services, structured wiring, security, and similar services (such telecommunications services and products and technology options and services are referred to herein as the "**Technology Services and Options**"). Owner agrees to cooperate with Declarant and Service Provider in the implementation of the Technology Agreement. Owner agrees that Service Provider shall be the point of contact for coordination of activities and procedures under the Technology Agreement. However, Declarant must be notified of any such Owner issues relating to any Technology Agreement.

(c) **Technology Infrastructure.** Service Provider will be responsible, at no or minimal cost to Owner, for the design, permitting, construction and installation of the necessary facilities, lines, and equipment for the applicable Technology Services and Options ("**Technology Infrastructure**") from the

Service Provider's common access point to the telecommunications easement in the right-of-way adjacent to the Property or to the side of the building. Owner shall, at no cost to Declarant or Service Provider, cooperate and coordinate with the Service Provider and Declarant in the design, permitting, construction and installation of the Technology Infrastructure. Upon Declarant's request, Owner shall grant Service Provider, at no cost to Declarant or Service Provider, such non-exclusive perpetual easements over the Property as the Service Provider may deem necessary to provide authorized and applicable services to any portion of the Community or such Property; provided, the Service Provider's exercise of such easements shall not interfere with Owner's development on the Property.

(d) Pre-Wiring of Improvements; Inspections. Owner shall, at its expense and as part of the construction of improvements on the Property, install an advanced telecommunications wiring system within the building that complies with the "Low Voltage Pre-wiring Guidelines" as provided by Declarant (the "**Pre-Wiring Specifications**"). The Pre-Wiring Specifications are attached hereto as **Exhibit "B"**. Declarant may update the Pre-Wiring Specifications from time to time by written notice to Owner. Any updates to the Pre-Wiring Specifications shall apply to all buildings as to which construction has not yet commenced on the date of such notice. Declarant shall have the right to specifically enforce Owner's obligation to comply with the Pre-Wiring Specifications without any right of offset or defense thereto. Declarant shall also have the right to assign its right of specific enforcement to the Service Provider or any third-party that provides services to the Property in reliance upon the pre-wiring of the building on the Property in accordance with such Pre-Wiring Specifications.

Declarant shall have the right, at its cost and expense, to conduct, or have a third-party conduct, independent inspections from time to time to verify compliance with the Pre-Wiring Specifications. If, during any such inspection, Declarant discovers that Owner has failed to satisfy and comply with the Pre-Wiring Specifications, then Owner shall (i) reimburse Declarant all reasonable costs incurred by Declarant in connection with such inspection and subsequent post-correction re-inspection and (ii) re-perform or otherwise correct, at Owner's cost and expense, the building that does not comply with the Pre-Wiring Specifications. Furthermore, should Service Provider identify wiring deficiencies during the provision of services, Owner shall reimburse Service Provider for all reasonable costs incurred by Service Provider to correct such deficiency.

Owner shall permit Service Provider, at no cost or charge to Declarant or Service Provider, to enter upon the Property: (i) after completion of all electrical and low voltage wiring both before and after commencement of drywall installation; and (ii) after completion of the "trim-out" (e.g., after final hardware, cover plate, installation, etc.); for the purpose of inspecting the wiring necessary for the Service Provider to provide the applicable Technology Services and Options; provided, the Service Provider has in place commercially reasonable insurance and such entry shall not interfere with or delay Owner's construction on the Property. Further, Service Provider shall indemnify Owner for any loss or damage cause to the building or Property caused by Service Provider's work on the building or Property.

(e) Exclusive Marketing. Declarant may grant any Service Providers the exclusive right to co-market and promote with Declarant the Technology Services and Options which are the subject of their respective Technology Agreement to residents of the Development. Owner shall not mention or represent in advertising or marketing of the Property, and shall not collaborate with or cause or permit any other person or entity to mention or represent in marketing of the Property, the provision or availability from any person other than a Service Provider of any Technology Services and Options to be provided by a Service Provider, or which are permitted by the terms of a Technology Agreement to be exclusively co-marketed by a Service Provider and Declarant in the future. However, nothing in this Declaration shall be construed to preclude Owner from obtaining, and making available to occupants of the Property, technology services from providers other than Service Providers.

(f) No Liability. In no event will Declarant have any obligations or liability to Owner in connection with or related to (a) any act, omission, performance or failure of performance by Service

Provider or (b) the services and products of Service Provider. Owner hereby accepts and agrees that its sole and absolute remedy for any such obligations or liabilities will be an action or lawsuit directly with Service Provider and Declarant shall not be named or a party to any such proceeding and shall have no responsibility or liability if an action is brought against or names Declarant, directly or indirectly, for any such obligations or liabilities as well as any disputes regarding any Owner related issues concerning Service Provider.

**8. Temporary Construction Trailer.** Owner may install no more than one (1) construction trailer within the Development, subject to Owner's application and Declarant's approval of the proposed trailer, location, and site plan, including parking, landscaping and hardscaping plans, pursuant to the architectural review procedures set forth in the Charter. If Declarant approves a location for such construction trailer other than the Property, Declarant may require Owner to sign a license agreement agreeing to indemnify and hold Declarant harmless with respect to such use and requiring Owner to relocate such trailer on ten (10) days' prior notice from Declarant. Owner shall cause any construction trailer installed by Owner to be removed within ten (10) days after substantial completion of construction on the Property.

**9. Trash Removal/Job Site Conditions.** Owner shall maintain the Property in a neat and orderly condition throughout construction and shall keep roadways, easements, swales, and other property within the Development clear of trash and construction materials at all times. Owner shall remove mud and dirt from those portions of the streets adjacent to its Property at least once per week and after rain events. Owner agrees to use trash rings or containers on the Property during construction activity and remove trash and construction debris from the Property on a regular basis and dispose of it in an appropriate manner outside of the Development. Owner agrees to promptly repair ruts on adjacent property caused by Owner's employees, contractors, or subcontractors.

**10. Repairs to Development Improvements.**

(a) Owner shall use Owner's best efforts to avoid altering or causing damage to Declarant's improvements (including, but not limited to, signage, landscaping, entry features and irrigation systems) ("**Development Improvements**") and property of third parties during construction on the Property and, if any such alteration or damage should occur as a result of Owner's activities or the activities of its contractors, employees or subcontractors, Owner shall promptly repair or restore the altered or damaged area to its previous condition immediately. If Owner fails to do so, Declarant shall have the right, but not the obligation, upon five (5) business days' notice to Owner, to perform any such repair or restoration and recover from Owner any costs incurred; provided, Declarant shall use good faith efforts to fairly apportion responsibility for any maintenance or repair of Development Improvements necessitated by the activities of Owner, or its employees, contractors or subcontractors. In emergency or other situations requiring immediate attention (for example, removal of concrete to avoid bonding), no prior notice shall be required, but Declarant shall notify Owner as soon as practical.

(b) Prior to Closing, Owner and Declarant shall, upon Owner's request, conduct a walk-through inspection of the area in which the Property are located and Owner shall give Declarant written notice of any visible damage to Development Improvements on a form provided by Declarant. Owner shall not be held responsible for any pre-existing damage noted in such notice, or any latent damage that could not reasonably be detected by visible inspection, provided it was not directly attributable to the activities of Owner or Owner's contractors, subcontractors, employees or agents in adjacent areas of the Development.

(c) Upon completion of all site work and construction on the Property in accordance with the Plans and issuance of a certificate of occupancy for the structures thereon, Owner shall notify Declarant and the parties shall agree upon a mutually convenient time within ten (10) days thereafter to conduct a walk-through inspection of the area in which the Property are located and Declarant shall give Owner written notice, on a form provided by Declarant, of any visible damage to the Development

Improvements in such area. Owner shall be deemed responsible for any damage other than items noted on the original Property Inspection Report unless Owner can show with reasonable certainty that the damage was caused by someone other than Owner, its employees, contractors, subcontractors, agents, suppliers, or invitees.

#### **11. Landscaping and Maintenance.**

(a) Owner agrees that all landscaping of the Property shall be completed in accordance with the Design Guidelines and Plans prior to occupancy of the structure(s) constructed on the Property, except that (i) if the period between substantial completion of the exterior of such structure(s) and occupancy of such structure(s) falls entirely during a portion of the year other than the planting season, installation need not be completed until thirty (30) days after the start of the next planting season; and (ii) if due to drought conditions and watering restrictions imposed by local governmental authorities having jurisdiction over the Property it is not prudent to install plant material between the date on which the exterior of such structure(s) is substantially complete and the date of occupancy of such structure(s), then installation of such plant material may be delayed until such time as it may be installed with a reasonable expectation of survival. For purposes of this paragraph, the “**planting season**” for trees and shrubs shall be deemed to be the period between October 1 and June 1. The planting season for sod shall be determined by the Reviewer based on the type of sod to be installed.

(b) Owner shall be responsible for ensuring that all turf and landscape materials are installed on the Property in accordance with best management practices to promote a healthy and attractive condition.

#### **12. Development Deposit.**

(a) In order to assure compliance with the provisions of this Declaration and the Governing Documents, Owner shall, on or before the Effective Date of this Declaration, pay to Declarant a deposit in the amount of TEN THOUSAND AND 00/100 (\$10,000.00) (the “**Development Deposit**”), as security against Owner's noncompliance with the Governing Documents, this Declaration, including, without limitation, with respect to installation of landscaping, compliance with the NPDES Permit or Erosion Control Plan, and similar obligations hereunder and against any damage or alteration of the Development Improvements caused by Owner, its employees, contractors, subcontractors, suppliers, or invitees. If Declarant performs any repair or restoration of Development Improvements as permitted herein, takes action to cure any noncompliance with respect to the Property, or suffers any damages from Owner's failure to comply with its obligations hereunder, including those set forth above, Declarant may, without waiving any other rights or remedies under this Declaration or under applicable law, reimburse itself from the Development Deposit, or any other sum related to the Property that is deposited with Declarant, in an amount equal to the actual cost of such work, plus an administrative charge equal to ten percent (10%) of the cost of such work.

(b) If Declarant applies any part of the Development Deposit pursuant to this Declaration, Owner shall, immediately upon demand, deposit with Declarant a sum equal to the amount so applied in order to restore the Development Deposit to its original sum. If Owner fails to do so, Declarant may take action to recover the amount due from Owner. Nothing in this Section shall be construed as limiting Declarant's rights to seek reimbursement from Owner for the total amount expended on Owner's behalf in the event the amount expended exceeds the amount of the Development Deposit.

(c) Unless earlier refunded pursuant to other provisions of this Declaration, at such time as Owner has completed construction on the Property and obtained a certificate of occupancy for all structures requiring the same, and provided that Owner is in full compliance with this Declaration and there are no outstanding noncompliance or damage issues to be resolved concerning Owner, Owner shall be entitled to a refund of the unapplied portion of the Development Deposit.

**13. Insurance.**

(a) Owner or any contractor retained by Owner to construct improvements on the Property shall obtain and maintain the following insurance coverage until completion of all construction and landscaping on the Property and issuance of a certificate of occupancy for the improvements thereon:

(i) workers' compensation insurance in statutory amounts with employer's liability insurance in the amount of at least One Million and No/100 (\$1,000,000.00) Dollars; and

(ii) commercial general liability insurance covering losses, damages and claims arising out of Owner's occupation, use of, activities on and ownership of property within the Development, including property damage and death, and including coverage for contractual liability, products/completed operations liability, and explosion, collapse and underground damage liability, which policy shall be written by a financially responsible insurance company, and shall have a per occurrence limit of at least Five Million and No/100 (\$5,000,000.00) Dollars; and

(iii) automobile liability insurance covering all vehicles owned, hired or used in connection with Owner's construction activities in the Development, in an amount of at least One Million and No/100 (\$1,000,000.00) Dollars; and

(iv) employer's liability insurance in the amount of One Hundred Thousand and No/100 (\$100,000.00) Dollars; and

(v) builder's risk insurance with coverage in an amount equal to one hundred percent (100%) of the replacement cost of the improvements to be constructed on the Property.

(b) The commercial general liability and automobile liability policies required hereunder shall be endorsed to name Declarant as an Additional Insured and to provide that they are primary coverages, not in excess of any other insurance available to Declarant.

(c) Owner shall ensure or cause any contractor retained by Owner to construct improvements on the Property to ensure that any contractor, subcontractors, and consultants engaged to perform work on the Property prior to completion of construction of all improvements thereon in accordance with the approved Plans maintains the same insurance coverage required of Owner pursuant to this Section.

(d) Prior to any entry onto the Property by Owner's agents, contractors, subcontractors, consultants, or employees, Owner shall furnish to Declarant certificates evidencing that the insurance required hereunder is in force, including all required endorsements. The certificates shall require the insurer to provide at least thirty (30) days' prior written notice to Declarant of any cancellation or material change.

(e) Should Owner fail to procure or to maintain in force the insurance specified herein, Declarant may secure such insurance and the cost thereof shall be borne by Owner. Owner agrees to reimburse Declarant the cost of any such insurance plus a five percent (5%) administrative charge within ten (10) days after billing by Declarant. Any sum remaining unpaid fifteen (15) days after billing by Declarant shall bear interest at the rate of twelve percent (12%) per annum until paid to Declarant. OWNER SHALL DEFEND, INDEMNIFY AND HOLD DECLARANT AND EACH NON-RECOURSE PARTY HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES THAT DECLARANT MAY INCUR THAT WOULD OTHERWISE BE COVERED BY THE INSURANCE AND SPECIFIC ENDORSEMENTS REQUIRED HEREUNDER, INCLUDING THOSE BASED IN WHOLE OR IN PART ON THE IMPUTED, JOINT OR CONCURRENT NEGLIGENCE

OF DECLARANT OR ANY NON-RECOURSE PARTY, INCLUDING (WITHOUT LIMITATION) COSTS OF DEFENSE AND ATTORNEYS' FEES.

(f) Owner's compliance with the provisions above and the limits of liability shown for each of the insurance coverages to be provided by Owner shall not be construed to limit Owner's liability for any claims or to limit, modify or otherwise affect Owner's contractual indemnification obligations. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Owner or any contractor or subcontractor, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Declaration.

**14. Contractors and Subcontractors.** Owner shall be responsible for the conduct of its contractors, employees, agents, subcontractors, and suppliers and for ensuring their compliance with the terms and conditions of this Declaration, the Design Guidelines, and such construction rules as Declarant may publish from time to time. In the event of any violation by any of the foregoing persons which is not cured within seven (7) days of Owner's receipt of notice of the violation, Declarant shall have the option of either: (a) removing or curing the violation, charging any costs incurred to Owner, and prohibiting the violator from performing any further services for Owner in the Development, without liability to Owner, the violator, or any other person, in which event Owner shall reimburse Declarant for any costs reasonably incurred by Declarant within thirty (30) days after receipt of notice thereof from Declarant; or (b) declaring Owner in default under this Declaration and proceeding accordingly.

Furthermore, Declarant reserves the right to seek the removal of and prohibit any contractor, subcontractor, employee, agent or supplier of Owner from entering or engaging in activities in the Development if Declarant determines, in its sole discretion, that such person (a) is in violation of any term or condition of this Declaration and such violation is not cured within seven (7) days after written notice to Owner of such violation; (b) performs work in a substandard manner; (c) has committed illegal acts within or outside the Development; (d) has acted negligently within the Development; or (e) has violated any rules which Developer has reasonably established for conduct within the Development.

**15. Limitation of Liability/Responsibility.** Declarant's (a) approving Owner's contractor, (b) inspecting construction of improvements on the Property to determine compliance with the Charter, (c) inspecting construction of improvements on the Property to determine compliance with Pre-Wiring Specifications, (d) receiving and reviewing reports from Owner, (e) prohibiting any contractor of Owner from engaging in activities within the Development, (f) publishing standards or specifications related to improvements on the Property or (g) exercising any other right hereunder to inspect, review, approve or disapprove compliance or noncompliance by Owner with the requirements of the Charter or any other Governing Document, shall in no event be construed as representing or guaranteeing that any improvements will be built in a good and workmanlike manner. No review or approval and no publication of specifications or standards by Declarant shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Neither Declarant, the Association, the Reviewer, nor any of their officers, directors, members, employees or agents shall be responsible or liable for any defects in plans, specifications or improvements submitted, reviewed, or approved pursuant to the terms of this Declaration, nor any defects in construction undertaken pursuant to such plans and specifications.

**16. Project Name and Trademarks.** The name and logo of the Development, as well as any words, symbols, or trade dress for which Seller has obtained a valid trademark in connection with the Development (collectively, the "**Development Trademarks**") are proprietary to Declarant, and Declarant hereby claims and reserves unto itself all trade name, trademark and similar intangible rights and interests with respect thereto. Owner shall not use, nor shall Owner permit to be used on its behalf, any Development Trademarks, specifically the words "Nexton" or any derivative or any logo thereof, in commerce, including in any printed or promotional material without a written license to do so granted to

the Owner by Declarant. Owner may use the word "Nexton" in printed or promotional material where such term is used solely to indicate that the property is located within the Development.

**17. Approval of Documents.**

(a) Owner shall not record any covenants or restrictions on the Property without Declarant's prior written approval, which approval shall not unreasonably be withheld or delayed.

(b) Any lease or contract of sale entered into by Owner in connection with the Property shall be consistent with Owner's obligations under this Declaration and shall contain such provisions, including acknowledgments by and disclosures to the lessee or Owner, as Declarant may reasonably require, including, but not limited to a disclosure of Declarant's rights under Paragraph 2, which covenants shall be identified as a permitted title exception under such contract and shall run with the title to the Property and shall be enforceable by Declarant. Any contract of sale entered into by Owner in connection with the Property prior to completion of all improvements and landscaping thereon in accordance with the approved Plans shall be subject to Declarant's review and approval as to the form thereof and a fully executed copy is submitted to Declarant prior to conveyance of the Property to the purchaser thereunder.

(c) Declarant's review and approval of any instrument under this Paragraph shall not be deemed a suggestion, representation or warranty as to the enforceability, legal effect or efficacy thereof. Owner shall not make any oral or written statements to any person, entity or authority that Declarant has endorsed, guaranteed or warranted any contract, lease or other instrument.

**18. Statutory and Regulatory Compliance.**

(a) Land Sales Regulation. Owner shall not sell or lease the Property or any portion thereof except in full compliance with the federal Interstate Land Sales Full Disclosure Act and the regulations promulgated thereunder.

(b) Non-Discrimination. Owner shall comply and shall be responsible for compliance by its employees, agents and subcontractors with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment and housing.

(c) Licenses. Owner shall obtain and maintain all licenses, privileges, franchises, certificates and the like necessary for the operation of Owner's business.

(d) Hazardous Materials. Owner shall ensure that any hazardous materials or pollutants used by Owner, its employees, subcontractors or agents on any property in the Development are used, handled and disposed of in accordance with all applicable laws, ordinances and regulations. There shall be no dumping or disposal of hazardous materials or pollutants within the Development.

(e) Other Applicable Laws and Regulations. In addition to the matters described in subparagraphs (a) through (d) above, Owner shall be responsible for compliance by Owner and its employees, agents, contractors, and subcontractors with all other applicable state and federal laws and regulations and local ordinances applicable to Owner's activities in the Development, including without limitation, the regulations of the U.S. Department of Labor, Occupational Health and Safety Administration (OSHA).

**19. Release and Indemnification.** Irrespective of Declarant's approval, recommendation or other direction with regard to any of the following matters, Declarant shall have no liability of any kind to Owner or any other person arising from, caused by, or related to, and Owner agrees to indemnify, defend (with counsel acceptable to Declarant) and hold Declarant and its affiliates, harmless from, any and all claims,



losses, damages, causes of action, demands, and proceedings (hereafter, “**Claims**”) arising out of, or directly or indirectly related to:

(a) Owner’s inspection, ownership, development, use, lease, sale or other disposition of the Property, or activities of Owner or any affiliate of Owner, or their respective employees, contractors, subcontractors, or agents (collectively, “**Owner’s Agents**”) in the Development, including, without limitation,

(i) the design, engineering, construction, location, materials, workmanship, or structural integrity of, or defects in, any improvements constructed upon the Property, and the compliance of such improvements with applicable laws, whether or not Declarant has approved the plans and specifications for such improvements;

(ii) claims or liens by mechanics and materialmen;

(iii) claims by any third party arising out of any contract, agreement, or understanding with Owner; and

(b) any representation, act, or omission by Owner or Owner’s Agents in connection with the marketing and lease or sale of the Property, including any violation or alleged violation of law, by Owner or Owner’s Agents;

(c) any marketing materials, displays, advertising, or sales documents produced or used by Owner or Owner’s Agents in connection with the marketing and lease or sale of the Property;

(d) any defect in soils or in the preparation of soils, finish grading, installation of trees, shrubs, and other landscaping materials, or drainage on the Property;

(e) the presence of any hazardous or toxic substances, materials or waste in or on the soil or ground water of the Property, whether known or unknown;

(f) any accident or casualty occurring on the Property during the Feasibility Period or after conveyance of the Property to Owner; and

(g) Owner’s breach of any obligation under this Declaration.

This indemnity shall include, but is not limited to, attorneys’ and paralegal’s fees and costs, court costs and investigation fees and expenses. Owner hereby releases Declarant from any liability of any kind arising from or related to any such Claims.

**20. Enforcement.** In the event of any breach or violation of this Declaration which Owner fails to cure within thirty (30) days after receipt of written notice thereof or, if such breach or violation is not capable of being cured within thirty (30) days, fails to commence steps to cure within thirty (30) days and thereafter to diligently prosecute such steps to cure and in any event to accomplish such cure within forty-five (45) days, Declarant shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Owner or any other owner of the Property, to comply with the terms of this Declaration, except that nothing herein shall give the Declarant the right to take any action against a bona fide purchaser of the Property who takes title after issuance of a certificate of occupancy for a commercial building on the Property for violations which occurred prior to such purchaser taking title to the Property. Any damage award shall be limited to actual damages plus attorneys’ fees and costs to which Declarant may be entitled under this Paragraph. In no event shall Owner be liable to Declarant for punitive, speculative, or consequential damages. In any action authorized under this Declaration, the

prevailing party shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party its reasonable legal fees and costs actually incurred in the action, including all costs and fees incurred in preparation, filing, and prosecution of the action at the trial and appellate levels, in arbitration or bankruptcy proceedings, and in post-judgment collection proceedings.

**21. No Third-Party Beneficiaries.** Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Declarant only, and may not be relied upon, or enforced by, any party other than Declarant or a person or entity to which Declarant assigns in writing its rights hereunder.

**22. Amendment; Waiver.** This Declaration may be amended only by a written instrument signed by the Declarant and the record owner of the Property affected by such amendment. Any such amendment shall be recorded in the office of the Register of Deeds of Berkeley County, South Carolina. The failure by the Declarant to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

**23. Notices.** Each notice to be given hereunder shall be in writing and delivered personally, by overnight delivery, by electronic transmission via internet email with confirmation of receipt by all parties to whom it is directed, or by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service.

**If to Owner:**

HP Summerville Palmetto, LLC  
c/o Equity, LLC  
4653 Trueman Blvd., Suite 100  
Hilliard, OH 43026  
Attention: Steven P. Wathen  
Telephone - (614) 802-2900  
Facsimile - (614) 334-7853  
Email: [trocco@equity.net](mailto:trocco@equity.net)

**If to Declarant:**

MWV-Sheep Island, LLC  
201 Sigma Drive, Suite 400  
Summerville, SC 29486  
c/o WestRock-Charleston Development Holdings,  
LLC  
Attention: James H. Hill  
Telephone - (843) 851-4708  
Facsimile – (843) 875-7185  
Email: [james.hill@westrock.com](mailto:james.hill@westrock.com)

**With a copy to:**

Nexsen Pruet, LLC  
205 King Street, Suite 400  
Charleston, SC 29402  
Attention: George Bullwinkel  
Telephone - (843) 577-9440  
Facsimile – (843) 414-8200  
Email: [gbullwinkel@nexsenpruet.com](mailto:gbullwinkel@nexsenpruet.com)

**24. Governing Law and Venue.** This Declaration shall be construed by and controlled under the laws of the State of South Carolina. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in Berkeley County, or the United States District Court for the District of South Carolina.

**25. Severability.** In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

**26. Release.** Upon written request of Owner or its successor-in-title at any time after satisfaction of any of the foregoing covenants and restrictions, Declarant shall execute and deliver to Owner a release of such covenant in recordable form.

[continued on next page]

IN WITNESS WHEREOF, the Declarant and Owner have executed this Declaration by and through their undersigned representatives as of the day and year first above written.

**DECLARANT:**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

First Witness

Second Witness – can be Notary

**MWV-SHEEP ISLAND, LLC,**  
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Kenneth T. Seeger (SEAL)  
Kenneth T. Seeger, President

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for South Carolina, do hereby certify that MWV-Sheep Island, LLC, a Delaware limited liability company, by WestRock-Charleston Development Holdings, LLC, a Delaware limited liability company, its Sole Member, by Kenneth T. Seeger, its President, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 30 day of September, 2016.



**Laura E. Sennett**  
**NOTARY PUBLIC**  
**State of South Carolina**  
**My Commission Expires**  
**October 27, 2018**

Laura E. Sennett  
Notary Public for State of South Carolina  
Print Name: LAURA SENNETT  
My commission expires: 10.27.2018

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
First Witness

[Signature]  
Second Witness – can be Notary

OWNER:

**HP SUMMERVILLE PALMETTO, LLC,**  
a Delaware limited liability company

By: [Signature] (SEAL)

Steven P. Wathen

Its: Sole Member and Sole Manager

STATE OF Ohio )  
COUNTY OF Franklin )

ACKNOWLEDGMENT

I, the undersigned Notary Public for Ohio, do hereby certify that **HP SUMMERVILLE PALMETTO, LLC**, a Delaware limited liability company, by Steven P. Wathen, its Sole Member and Sole Manager, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 29<sup>th</sup> day of September, 2016.

[Signature]  
Notary Public for State of Ohio  
Print Name: Thomas J. Rocco  
My commission expires: None

(AFFIX SEAL)



**THOMAS J. ROCCO**  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

**Exhibit "A"**  
**To**  
**Declaration of Covenants**

**Description of Property**

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina, containing 5.478 acres, more or less, being shown and designated as "**LOT 28**" on a plat entitled "SUBDIVISION PLAT RESIDUAL "TRACT A" AND NEW "LOT 28" OF NEXTON SHOWING THE CREATION OF NEW "LOT 28", NEW DRAINAGE EASEMENTS, NEW BCWS GENERAL UTILITY EASEMENTS NEW INGRESS/EGRESS EASEMENTS & RESIDUAL "TRACT A" TMS NO. 221-00-00-177 OWNED BY MWV-SHEEP ISLAND, LLC LOCATED IN THE TOWN OF SUMMERVILLE, BERKELEY COUNTY, SOUTH CAROLINA", prepared by Jonathan F. Burns, P.L.S. 22742, of GPA Professional Land Surveyors, dated August 5, 2015, and recorded August 30, 2016, in Plat Cabinet S, Pages 223i through 224i, in the Office of the Register of Deeds for Berkeley County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 221-00-00-182

**Exhibit "B"**  
**To**  
**Declaration of Covenants**  
**Pre-Wiring Specifications**

# **WESTROCK - NEXTON**

## **Commercial "Low Voltage" Pre-Wire Guidelines**

**August 2015**

**v.2.1 – Nexton - CPWG**

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**Prepared for:**

**WestRock Land and Development  
Summerville, SC**

These Guidelines have been prepared for use exclusively by WestRock Corp. as specifications to Developers and Builders constructing Commercial and Retail facilities within the development of Nexton. In preparing these Guidelines, WestRock has relied on the plans, drawings, blueprints, and other materials supplied by its affiliates; any changes subsequently made to such plans may detrimentally affect performance or reliability of any service based on these Guidelines or their compliance with deed restrictions, CC&Rs, and any applicable federal, state, or local regulations. No warranty is expressed or implied as to specific performance or the delivery of any particular service, whether or not referenced in these Guidelines. The Guidelines were developed with the goal of providing a platform for the delivery of Voice, Data, Video, and Telemetry services; however, Telecommunication Service definitions have undergone rapid change in the past and are expected to continue to do so. These Guidelines should be periodically reviewed for any necessary updates.

**WestRock - Nexton Commercial Pre-Wire Guidelines**



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CPWG

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## **1.0 PURPOSE OF THE NEXTON COMMERCIAL GUIDELINES**

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These Guidelines have been designed to ensure an open, forward compatible wiring architecture for Commercial facilities to be constructed within Nexton. With a firm commitment related to advancing an agenda of pure fiber, redundant ring, Access Network facilities, the "last mile" of in-building connectivity must be carefully defined and detailed. The desire to promote, deliver, and integrate next generation services and applications requires a standardized approach in both the Access Network, as well as individual wired and wireless building infrastructure. The design intent herein encompass the ability to access all current Broadband services, provide seamless connection to the Fiber-to-the-Premise (FTTP) IP network, and to maintain a platform for open architecture and upgrade potential as the community begins both utility infrastructure, as well as vertical construction.

Although these Guidelines define a baseline platform for providing the referenced forward compatible, flexible, wireless enabled and expandable wiring protocol, they do not specify in detail all elements and components of a site, suite, or business-specific Commercial wiring design.

Recognizing the disparate nature of Commercial facilities and the wide-range of requirements of the companies and business they house, it is not presumed that a single set of Guidelines will globally and precisely address all possible scenarios.

As new protocols and standards emerge, this document will be updated and re-issued to address such technologies and applications. In this regard, it remains the obligation of engineering, design, and construction management personnel to confirm and adhere to the most current version of these Guidelines.

## **2.0 GLOSSARY OF TERMS**

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*The following are addressed and noted in the technical detail attached to and part of these Guidelines. These Guidelines may be amended over time, as vertical construction commences, to include technical drawings and descriptions as necessary.*

**ADF:** Active Distribution Frame. The final, after IDF and MDF, distribution/interconnection point for inside cabling infrastructure, as related to an individual and reconfigurable Commercial space. Typically referred to as the "Telecommunications Closet," where individual Commercial client router, servers, and racks are located.

**Cat-6:** Category 6. The highest accepted Standard of Performance for Commercial twisted pair wiring as of the date of these Guidelines.

**FTTP:** Fiber to the Premise.

**IDF:** Intermediate Distribution Frame. The point of inside infrastructure distribution/interconnection point between ADF and MDF, severing multiple ADF points, and

generally located on each floor of Commercial space. Typically referred to as the "Telecommunications Room."

**MDF:** Main Distribution Frame. The primary distribution/interconnection point within each building, or at the primary distribution point in a "campus" architecture. Typically referred to as the "Main Telecommunications Room."

**ONT:** Optical Network Terminal. The device mounted in the MDF that converts the services delivered from fiber (optical) to copper or fiber optic (electrical) signals, and the converse. The ONT is mounted in place of a more traditional NID.

**UTP:** Unshielded Twisted Pair Wire.

### **3.0 ENTRANCE FACILITIES**

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The Entrance Facilities are those components necessary to provide for the extension of Service Provider networks from the property Right of Way to the Entrance Facility room. This will enable the Service Provider to establish a Demarcation Point in the Entrance Facility room. This Demarcation Point is both the physical and regulatory "hand-off" location of the network services.

To assure that multiple Access Network architectures could be supported, that the installed networks are physically protected, and that Service Providers have a clear path to provide additional services in the future, certain universal construction considerations and practices must be incorporated into the community and building designs. These are noted here.

#### **3.1 "Zero Manhole"**

The Builder will coordinate with the local communications provider prior to installing conduit to discuss optimal location of a vault at the property line which will be accessible to public Right of Way to facilitate access to Telecommunications Service Provider networks. The vault, termed a "zero manhole", shall serve as an access point to the Entrance Facility room. The vault is to be used for fiber optic cable splicing and pull location. The vault shall be at a minimum 17"W X 30"L X 16"D or better with a locking cover. Vaults and covers shall be constructed from polymer concrete, fiber reinforced plastic (or a combination thereof), and rated for a minimum of 5000 pounds over a 10" square area. Material compressive strength shall be a minimum of 11,000 psi.

#### **3.2 Conduit for Lateral Service Feed Placement**

The Builder must install at a minimum three (3) 3" schedule 40 PVC ducts from the Zero Manhole to the Entrance Facility room with factory sweeps with a minimum radius of 3' (No "plumbers" 90-degree bends), depending on redundancy requirements. The Builder will

coordinate with the local communications provider prior to installing conduit to discuss optimal location. Consultation with WestRock's Nexton Design Review Board or Leadership team should be sought to determine whether disparate routed conduit should be installed with three conduit runs entering the facility from one direction and the other three from the opposite direction. Such redundancy presupposes a redundant zero manhole facility as well located at the opposite end property line with access to public Right of Way. The Builder must install a metallic locating conductor within the conduit trench and terminate on a locating station within the Zero Manhole. The locating station shall be grounded per local code.

### ***3.3 Depth of Conduit Burial***

All communication conduits from the Zero Manhole to the Entrance Facility room must be buried at least 36" underground. This depth is required to ensure that construction, maintenance, or other movement of earth, landscaping, or hardscaping will not subject the Telecommunications facilities to damage and/or destruction.

### ***3.4 Diverse Entrances***

It is recommended that the Builder construct diverse Entrance Facilities affording network Service Provider(s) multiple pathways into the building, thereby decreasing the risk of outages related to fiber cuts. These are redundant Entrance Facilities that have no common components to the primary Entrance Facilities from the property line to the Entrance Facility room. It is recommended that the Entrance Facilities maintain a physical separation of 25' outside the building and, if entrance facility room space allows, 3'- 6' inside the building.

## **4.0 BASIC CABLING & INSTALLATION REQUIREMENTS**

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The cabling protocols within these Guidelines must utilize hardware and installation criteria provided in the following documents:

- ANSI/TIA/EIA TSB75: Additional Cabling Practices for Open Offices
- ANSI/TIA/EIA 568 C.0: Generic Telecommunications Cabling Standards for Customer Premises
- ANSI/TIA/EIA 568 C.1: Commercial Building Telecommunications Cabling Standards
- ANSI/TIA/EIA 568 C.2: Balanced Twisted-Pair Telecommunications Cabling and Components Standards
- ANSI/TIA/EIA 568 C.3: Optical Fiber Cabling Components Standard
- ANSI/TIA/EIA 569 B: Commercial Building Standards for Telecommunications Pathways and Spaces
- ANSI/TIA/EIA 606-B: Administration Standard for the Telecommunications

Infrastructure of Commercial Buildings.

- ANSI/TIA/EIA 607-A: Commercial Building Grounding and Bonding Requirements for Telecommunications
- NFPA 70: National Electric Code

***All cabling and hardware must follow the following criteria:***

- Horizontal UTP cabling to meet a minimum of Cat-6 guidelines.
- Cat-6 cable runs are limited to 295' from IDF to work area.
- Cat-6 cabling must bear plenum rated or riser rated markings, appropriate to the installation area.
- All cabling must be installed in appropriate raceways, cable trays, or conduits.
- Patch panels, racks, frames, and active electronics must be bonded and grounded in accordance with NFPA 70 and any local building codes affecting the construction specifics of the building.
- Cabling must be run using appropriate cable delivery devices, to include (if needed) "j" hooks spaced at no more than 4' intervals when raceways, cable trays, or conduits are not available and must be bundled at a minimum of 10' foot intervals.
- Each run of cabling must be free of joints and splices, both between outlets and termination blocks, and between cross-connects.
- Cables must not be attached to or laid on ceiling tiles or grids, fire sprinklers or components, or any high voltage wiring or fixtures.
- Any wire openings between floors, or penetrating fire or smoke walls must be sealed in accordance with local fire codes.
- Cabling must follow minimum bend radius, sidewall pressure, and pulling tension guidelines.
- A labeling scheme must be utilized that is consistent with Commercial identification schedules. At a minimum, the labeling system must identify all system components including racks, panels, cables, and outlets.
- No fasteners, clamps, or ties may be used that crimp, dent, distort, or alter the geometry of the installed cabling.

***ALL WIRING SYSTEM COMPONENTS MUST BE INSTALLED IN COMPLIANCE WITH APPLICABLE LOCAL, STATE, AND NATIONAL BUILDING CODES. IN ANY CASE WHERE THESE GUIDELINES CONFLICT WITH BUILDING CODES, BUILDING CODES APPLY.***

## **5.0 CONCLUSION**

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Nexton's commitment to technology is foundational and permanent. In this community, carefully defined and installed *Essential Network and Technology Elements* serve both as an integration point, as well as an interconnection standard. Homes, office and community facilities must seamlessly interconnect, services must be universal, and standards must be consistent. Correctly implemented, this technology awareness and fulfillment program will bring Commercial growth and regional jobs to Nexton. Effective planning and high quality construction ensures that technology extends beyond currently deployed Customer Premise Equipment and interconnects into the connected work environment.

Once these Guidelines are in place, and Commercial Construction Standards are established, the alliance between WestRock and HomeTel will enable services and networks that meet proven Commercial and Enterprise needs.

**UPDATED AND REVISED GUIDELINES WILL BE ISSUED FOLLOWING THE APPROVAL OF BASELINE CONSTRUCTION AND NETWORK STANDARDS. THIS DOCUMENT IS CURRENT ONLY AS OF THE DATE INDICATED ON COVER PAGE.**

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

AFFIDAVIT FOR TAXABLE  
OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Berkeley County, bearing County Tax Map Number 221-00-00-182, was transferred by MWV-Sheep Island, LLC to HP SUMMERVILLE PALMETTO, LLC on September, 2016.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,054,250.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer, (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$2,054,250.00
  - (b) Place the amount listed in item 5 above here: \$ 0.00  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$2,054,250.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$7,603.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me this  
30 day of September, 2016

Laura E. Sennett  
Name: LAURA SENNETT  
Notary Public for South Carolina  
My Commission Expires: 10-27-2018



**Laura E. Sennett**  
**NOTARY PUBLIC**  
**State of South Carolina**  
**My Commission Expires**  
**October 27, 2018**

MWV-SHEEP ISLAND, LLC,  
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Kenfeth T. Seeger (SEAL)  
Kenfeth T. Seeger, President

**Exhibit "A"**  
**To**  
**Declaration of Covenants**

**Description of Property**

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina, containing 5.478 acres, more or less, being shown and designated as "**LOT 28**" on a plat entitled "SUBDIVISION PLAT RESIDUAL "TRACT A" AND NEW "LOT 28" OF NEXTON SHOWING THE CREATION OF NEW "LOT 28", NEW DRAINAGE EASEMENTS, NEW BCWS GENERAL UTILITY EASEMENTS NEW INGRESS/EGRESS EASEMENTS & RESIDUAL "TRACT A" TMS NO. 221-00-00-177 OWNED BY MWV-SHEEP ISLAND, LLC LOCATED IN THE TOWN OF SUMMERVILLE, BERKELEY COUNTY, SOUTH CAROLINA", prepared by Jonathan F. Burns, P.L.S. 22742, of GPA Professional Land Surveyors, dated August 5, 2015, and recorded August 30, 2016, in Plat Cabinet S, Pages 223i through 224i, in the Office of the Register of Deeds for Berkeley County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 221-00-00-182



**Exhibit "B"**  
**To**  
**Declaration of Covenants**  
**Pre-Wiring Specifications**