

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

AMENDED
DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, The Paragon Inc. of South Carolina, LLC is the owner and the developer of the real property known as "The Palms Subdivision" containing Nineteen and Eighty-One Hundredths acres (19.81 acres), more or less, as indicated on the below described plat; and

WHEREAS, said developer has established a general plan for the improvement and development of said property into of forty (40) residential lots; and

WHEREAS, in contemplation of said development and general plan the Developer is desirous of placing certain protective and restrictive covenants on the forty (40) lots in the said subdivision described herein below;

NOW, THEREFORE, in consideration of the promises, the undersigned does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which the property and all lots and/or portions of such lots shall be improved or sold and conveyed.

DESCRIPTION OF PROPERTY: See Exhibit "A" attached hereinbelow which is incorporated herein by reference.

1. Benefit.

Each and every one of these covenants, conditions, reservations, and restrictions is and are all for the benefit of each owner of land in such subdivision, or any interest therein, and shall be for the benefit and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner hereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

2. Residential Use.

Such lots and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted, or maintained on such premises or on any part thereof. In addition, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational activities or similar activities shall be conducted, maintained, or permitted on such premises or on any part thereof. Nothing herein shall prevent Developer or any builder of homes in said subdivision from using any lot for the purpose of carrying on business related to the development or improvement of the "The Palms Subdivision". Developer or builder of homes shall also be permitted to maintain private offices in dwellings located on any of the lots so long as such use is incidental to the primary residential use of the dwellings.

3. General Building Requirements.

(A) No residence shall be constructed containing less than Sixteen hundred (1,600) square feet of total area.

(B) All exterior materials must be approved by Architectural Review Board. NO VINYL SIDING shall be permitted on the exterior of any dwelling.

(C) All dwellings, improvements, and/or structures otherwise erected on any lot shall be constructed in compliance with City of Orangeburg zoning ordinances.

4. Approval of Plans.

All plans for the construction of driveways and all building, plans for any building, fence, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes, after approval thereof, any re-modeling, re-construction, alteration, or addition to any building, fence, wall, driveway, or other structure upon any lot in said subdivision shall require the approval in writing of the Architectural Review Board. Before beginning the construction of any driveway, building, fence, wall, or other structure whatsoever, or re-modeling, re-construction or altering same, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Review Board two (2) complete sets of driveway plans, showing the locations, course, and width of same and two (2) complete sets of building plans and specification for the building, fence, wall, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Review Board, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, driveway, fence, wall, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Review Board. The Architectural Review Board shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Said review board shall consist of the managing partners of the Developer and a representative of the Homeowners Association to be appointed by the said managing partners of the Developer. Decisions by said board shall be binding, absolute and final, as if herein recorded. All decisions of said Architectural Review Board shall be by majority vote. In the event the Architectural Review Board fails to approve or disapprove any proposed property improvements within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this section shall be deemed to have been fully satisfied. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Board including, without limitation:

(a) A site plan showing the location of all proposed and existing structures on the lot, including building setbacks, open space, driveways, walkways, and parking spacing, including the number thereof.

(b) A foundation plan;

(c) A floor plan;

(d) Exterior elevation of all proposed structures and alterations to existing structures, as such structures will appear after all backfilling and landscaping are completed;

(e) Specifications of materials, color scheme, lighting schemes, exterior window, door and cornice detail and other details affecting the exterior of all proposed structures and alterations to existing structures;

(f) Each lot must be graded and landscaped per Architectural Review Board

(g) Location of outside heating and air-conditioning systems.

Approval for use in connection with any lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Board's right, in its discretion, to disapprove similar plans and specifications or any other features or elements included therein if such plans, specifications, features or elements are

subsequently submitted for use in connection with any other lot or structure. Further, neither Developer, nor any member of the Architectural Review Board shall be liable in damages to any one submitting plans or specification for approval under this article, or to any owner of property affected by this declaration, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval and every owner of any lot agrees that they will not bring any action or suit against Developer or any member of the Architectural Review Board to recover for any such damages. Any employee or agent of the Architectural Review Board may, after reasonable notice, at any reasonable time enter upon any lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure or the use of any lot or structure is in compliance with the provisions of this Declaration, and neither the Architectural Review Board, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. At such time as all of the lots in said subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or the Developer, at its discretion, has relinquished such right to act as the Architectural Review Board, the Developer shall notify all The Palms of Orangeburg Homeowners Association to that effect, and thereafter, the Developer's rights and obligations as the Architectural Review Board shall forthwith terminate and, thereafter, the Homeowners Association shall have the right, power and authority, through a duly recorded written instrument, to establish a successor Architectural Review Board and prescribe rules and regulations pursuant to which such board shall act. Notice to the Homeowners Association by Developer under this provision shall be in writing and shall be deemed written notice to each of the record owners of lots.

5. Homeowners Association.

For the purpose of maintaining common areas, public easements, berms, parkways, roads, grass plots, parking areas, ponds, and facilities of any kind dedicated to the community use and other open spaces of the subdivision, which now exists or which may hereafter be installed or constructed in said subdivision, and all common community service of every kind and nature required or desired within the said subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws, attached hereto as EXHIBIT "B", and rules of The Palms of Orangeburg Homeowners Association, a non-profit corporation, including the obligation to pay dues and/or assessments and which may be collected by suit in any court of competent jurisdiction. Any unpaid dues and/or assessments shall constitute a lien on lots to which they attach. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this declaration or any annexation or expansion of said subdivision, each person or entity, for himself or itself, his heirs, personal representative, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors transferees and assigns, to all of the provisions restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this declaration and any amendments or supplements thereof. In addition, each such owner by so doing thereby acknowledges that the declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and shall be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such owner fully understands and acknowledges that the declaration shall be mutually beneficial to and enforceable by the various owners and future owners. Finally, the acceptance of a deed or acquisition of any legal ownership interest in any of the real property included within this declaration, or any annexed or expanded property, by any person or entity, shall constitute and acknowledgement by said

person or entity that he has knowledge of this declaration, has received a copy of this declaration, has read the provision of this declaration and fully intends to comply therewith.

6. Ingress and Egress.

No lot or portion thereof shall be used for purposes of ingress or egress to adjacent or contiguous land or lands.

7. Construction Completion and Temporary Buildings.

When the construction of any structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction, nor shall any structure, when completed be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions, herein set forth. Prior to occupancy, the owner shall obtain a certificate of completion and compliance form the Architectural Review Board. No temporary house, temporary dwelling, temporary garage, temporary out building, trailer home or other temporary structure shall be placed or erected upon any lot unless approved by the Architectural Review Board and then only during periods of construction.

8. Tank, Equipment, Clothes lines, Garbage Cans, etc.

No elevated tanks of any kind shall be erected, placed, or permitted on any part of any lot, provided, that nothing herein shall prevent the Developer or its successors and assigns, from erecting, placing or permitting the placing of tanks and other water system apparatus on such lots for the purpose of water supply. Any tanks for use in connection with any residence constructed on said premises, including tanks for the storage of fuels, must be buried. All clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be concealed by wall or fence from the view of neighboring lots, roads, ponds, or streets. Plans for all enclosures of this nature must be approved by the Architectural Review Board.

9. Setbacks.

No building, fence, outbuilding, or structure of any nature shall be located closer than forty (30) feet to the street on which said structure shall face or nearer than fifteen (15) feet to any side street or nearer than fifteen (15) feet to any interior lot line or nearer than twenty-five (25) feet to any rear lot line. For purposes of this covenant, eaves and steps shall not be considered part of the building, provided, however, this shall not be construed to permit any portion of any building or structure to encroach upon another lot.

10. Signs.

No signs or other advertising shall be displayed on any lot unless the size, form, and number of same are first approved by the Architectural Review Board. However, a "For Sale" sign of not more than eight (8) square feet advertising any lot, improved or unimproved, for sale shall be permitted.

11. Parking Spaces.

Each lot owner shall provide parking spaces for a minimum of two (2) automobiles off the street prior to the occupancy of any dwelling constructed thereon.

12. Nuisances, Animals, Firearms, Weeds, Noises, etc.

No animals of any kind including by way of illustration and not limitation, horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. However, household pets not exceeding two (2) in numbers shall be permitted, provided that same shall be kept exclusively on the premises of the owner. There shall be no discharging of firearms, guns, or pistols of any kind, caliber, type, or any method of propulsion. No weeds, underbrush, junk,

stored materials, wrecked or inoperable vehicles or similar or other unsightly growths or objects shall be permitted to grow or remain upon any lot, and no refuge pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on each lot in good condition and repair and in a neat and attractive manner. In the event that any owner of any property in the said subdivisions shall fail or refuse to keep such premises free from weeds, underbrush, junk, stored materials, wrecked or inoperative vehicles, or refuge piles or other unsightly growths or objects, the Developer, the Architectural Review Board, or The Palms of Orangeburg Homeowners Association may enter upon such lands without liability to the owner and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of the Architectural Review Board, Developer, or The Palms of Orangeburg Homeowners Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed. In addition, no disturbing noises shall be permitted on any lots which interfere with the rights, comforts, or convenience of other lot owners. Each lot owner shall be responsible for complying with this paragraph and shall be responsible for the actions of his or her family members, servants, employees, agents, visitors, and licensees.

13. Vehicles.

No trucks and no commercial type vehicles, except pickup trucks weighing less than 5,000 pounds, shall be stored or parked on any residential lot except while parked in a closed garage nor shall said vehicle be parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision, unless otherwise permitted by the Architectural Review Board or The Palms of Orangeburg Homeowners Association. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. A pleasure boat on its trailer may be parked or stored in that portion of the lot, away from the street lying beyond the front building line but shall not be within the view of neighboring lot owners. No maintenance or repairs shall be performed on any vehicles upon any portion of the property, unless performed in a garage, except in an emergency situation.

14. Mailboxes.

All mailboxes and supports shall be of standard design and size as specified by the Architectural Review Board. Placement of the mailbox shall be approved by the Architectural Review Board, and shall meet all requirements of the U.S. Postal Service.

15. Obligation to Rebuild.

If all or any portion of any residence or structure located upon a lot is damaged or destroyed by vandalism, malicious mischief, fire or other casualty and the owner undertakes to rebuild, repair or reconstruct such, it shall be that duty of the owner to rebuild or reconstruct same in a manner which restores it substantially to its appearance and condition immediately prior to the casualty. The owner of any damage residence or structure who intends to rebuild, repair or reconstruct such shall be obligated to proceed with all due diligence and commence construction within three (3) months after the damage occurs and complete reconstruction twelve (12) months after the damage occurs, unless prevented by causes beyond owner's reasonable control. In the event the owner of a residence or structure is precluded from rebuilding by virtue of his mortgagee's required application of insurance proceeds to indebtedness or if the owner is not otherwise able or inclined to rebuild, repair or reconstruct, the owner shall be required to have the premises on which same was formerly situated cleared of debris so as to eliminate any unsightliness which would adversely affect the surrounding neighborhood. If the owner fails or refuses to comply with this provision within three (3) months from the date of such damage or destruction, the Developer or The Palms of Orangeburg Homeowners Association is hereby

specifically authorized (but without obligation) to have such premises cleared of debris and cleaned. The actual cost of such clearing shall give rise to a lien in favor of the Developer or The Palms of Orangeburg Homeowners Association with the same force and effect as the lien called for in Paragraph 11 hereinabove.

16. Mining.

No derrick or other structure designed for use in boring for oil, natural gas or other mineral shall be erected, place, or permitted upon any part of such premises nor shall any oil, natural gas, petroleum or other hydrocarbon products or mineral of any kind be produced or extracted therefrom.

17. Filling In and Excavation.

No lot or parcel thereof shall be increased in size by filling in the water it abuts. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any property for commercial purposes.

18. Subdivision, Combination or Re-platting of Lots.

No lot shall at any time be divided in any manner or its boundary lines changed or altered. The provision of this paragraph shall not prohibit the combining of two (2) or more contiguous lots in one (1) larger lot and after combination only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants. All combination or re-platting of lots shall require the consent of the City of Orangeburg zoning department. Unless the lots are combined or re-platted by Developer or The Palms of Orangeburg Homeowners Association, the combination of lots shall in no way limit the amount of annual dues payable per lot as required by the Developer or The Palms of Orangeburg Homeowners Association. The Developer hereby expressly reserves to itself, its successors and assigns, subject to the consent of the City of Orangeburg zoning department, the right to re-plat any lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot or lots suitable and fit as a building site including, but not limited to, the relocation of easement, walkways, rights-of-ways, private roads, recreational facilities, and other amenities to conform to the new boundaries of said re-platted lots.

19. Water Supply and Sewage.

No individual water supply system shall be permitted, except for irrigation purposes, swimming pools, or other non-potable uses. However, no sprinklers or irrigation systems of any type which draw from water in ponds or other waterways within the property shall be installed, constructed or operated within the property. The public water supply and sewage disposal systems supplied by the Department of Public Utilities, City of Orangeburg, shall be used as the sole source of drinking water and means of sewage disposal on each lot.

20. Antennae.

No radio or television transmission or reception towers or antennae shall be erected on any lot, except for satellite antennae which must be mounted on the side of the roof or to the exterior of the structure. In no event shall free standing transmission or receiving towers be permitted.

21. Swimming Pools.

Swimming pools shall not be nearer than ten (10) feet to any property line and shall not project with their coping more than two (2) feet above the established grade. Swimming pools must be "in ground" and located to the rear of the structure, unless a different location is approved by the Architectural Review Board.

22. Restrictions on Ponds.

No boat, rafts, canoes, or other watercraft shall be used in any of the ponds. The retention ponds will not be stocked with fish and therefore, there are no recreational and fishing rights. Lot owners fronting the ponds are permitted to wall or fence the side of their lot adjacent to the ponds with specific approval from the Architectural Review Board as to the type of wall or fence structure erected.

23. Utility, Street, and Drainage Easements.

There are hereby reserved for the purpose of drainage and installing and maintaining utility facilities and for such other purposes incidental to the development of the property the easements as shown on the above described plat. In addition, a perpetual, alienable, and releasable easement is reserved by the Developer, its successors and assigns, in, on, under, and over ten (10) feet along the front line of each lot and side line of lots 9, 12, 13, 14, 18, 19, 31, 36, and 37, and seven and five-tenths (7.5) feet along the side line between lots 17 and 18 and fifteen (15) feet along the rear of lot 18 for utility installations, utility rights-of-ways, drainage, and maintenance thereof. Within said easements the Developer, its successors and assigns, may erect, maintain, and use electric and telephone poles, gas lines, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electrical, telephone equipment, gas, sewer, water, or public conveniences or utilities. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of soil, or to take whatever action may be necessary to provide and maintain economical and safe utility installations. All claims for damages, if any, arising out of the construction, maintenance, and repair or on account of temporary or other inconvenience caused thereby against the Developer, or any utility company or any of its agents or servants are hereby waived by the owners. The Developer does further reserve the right, with the consent of the City of Orangeburg, to change, lay out anew, or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress and egress to and from an owners' premises. Within these easements, no structure, vegetation, planting, or other material shall be placed or permitted to remain which may cause damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

24. Amendment.

As long as Developer owns one (1) of the residential lots subject to this declaration, Developer may, subject to the consent of The City of Orangeburg and in the Developer's sole discretion, amend this declaration as long as such amendment is not in derogation of the interests of any mortgagee of a lot. Any such amendment shall be considered part and parcel of this declaration with all rights and encumbrances applicable to the declaration and be appurtenant to and run with title ownership of the land.

25. Federal Lending Requirements and Rules and Regulations of State and County.

These restrictions may be altered or changed by the Developer, if required by any federal, state, county or municipal law or regulation which may, or hereafter create any conflicts herewith, the effect of which would hinder or hamper the rights of owners within the subdivision, the marketability of commercial paper, including notes, mortgages or deed to secure debt taken in connection with the financing of homes to be built upon the above described property, or the acceptance of any rights-of-ways or easement by any such federal, state, county, or other municipal authorities.

26. Enforcement.

In the event of a violation or breach of any of the restrictions, conditions, and limitations contained herein by any lot owner, or agent of such owner, the owners of lots in the subdivision, or any of them jointly or severally, or the Developer, The Palms of Orangeburg Homeowners Association, or the Architectural Review Board shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Said parties shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent their violation. In addition, the Developer or the Architectural Review Board shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions or which has not been approved by the Architectural Review Board, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover cost and reasonable attorney fees as part of such action. Any such entry, abatement and/or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so and shall not bar or affect its enforcement.

27. Severability.

The invalidation by any court of any restriction, covenant, or condition contained herein, or any part thereof, shall in no way affect any of the other restrictions, conditions or covenants, or the remaining portion of any of same which may in part be invalid, but they shall remain in full force and effect.

28. Successors.

This Declaration and the restrictions, covenants and condition contained therein shall be binding upon and for the benefit of the heirs, successors and assigns of the Developer, owners, and all persons or entitles claiming thereunder.

29. Assignment of Obligations.

The Developer shall have the right to grant and convey all of its rights and obligations acquired hereunder, including the right to enforce these covenants, conditions, reservations and restrictions to The Palms of Orangeburg Homeowners Association, and the Association agrees to accept same, at such time as in the sole judgment of said Developer said Association is ready to undertake the obligation of enforcing them. Upon such conveyance or grant, the said Association shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as the developer herein. Notwithstanding the above, this right of assignment shall not preclude the Developer from being considered a member of the Association for so long as the Developer owns no less than one (1) lot in The Palms Subdivision, with all the rights and obligations afforded membership.

30. Lien Creditors. The breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any e-entry by reason of such beach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said subdivision and any improvements thereon, but the same shall be binding upon and effected against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee sale, or otherwise.

31. Duration.

All covenants, conditions, reservations and restrictions provided for herein shall continue and remain in full force and effect at all times as against the owner of any lot in said subdivision, regardless of how the owner acquired title, until the commencement of the calendar year 2042, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said premises or any owner thereof; provided, however, that these covenants conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the commencement of the calendar year 2042 or the end of one of such extended periods, the owners of a two-thirds majority of the lots in said subdivision then existing and subject to this declaration shall by written instrument, duly recorded, declare a termination of same. Although these covenants, conditions, reservations, and reservations, and restrictions may expire as herein provided, any and all reservations for breach of same committed or suffered prior to such expiration shall be absolute. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, such term shall be reduced to a period of time which shall not violate the Rule Against Perpetuities as set forth under the laws of the State of South Carolina.

These Amended restrictions are executed in the presence of the below witnesses on July _____, 2017.

PARAGON INC. OF SOUTH CAROLINA, LLC

By: _____
Stephon I. Edwards, President

Witnesses:

_____ Print Name: _____

_____ Print Name: _____

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Acknowledgement

The foregoing instrument was acknowledged before me this _____ day of July 2017, by Stephon I. Edwards, President of Paragon Inc. of South Carolina, LLC, a South Carolina Limited Liability Company, on behalf of said entity. Further, I have verified that pursuant to SC Code Section 26-1-120(E), "The subscribing witness identified above who witnessed the principal sign the instrument or witnessed the principal acknowledge his/her signature on the instrument is not a party to or beneficiary of the transaction."

Notary Public of the State of South Carolina
My Commission expires:
(Place Notary Seal to right of signature)

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in the County of Orangeburg, State of South Carolina, and being shown and delineated as Lots 1-40 and Retention Pond/Landscape on a Subdivision Layout Plan of "The Palms" by Croft Engineering Company, Inc., dated September 17, 2012, and recorded September 26, 2012, in the office at the Register of Deeds for Orangeburg County in Record Book 000233 at Page 00010; said property having the boundaries and measurements as shown on the aforementioned plats, reference being craved thereto for a more complete and accurate legal description, all measurements being a little more or little less.

For information purposes only:

Derivation: This being a portion of same property conveyed to Paragon, Inc., of South Carolina, LLC by Deed of Tamar D. Braxton, Arthur Fennell and Taylor Assets, LLC, dated October 14, 2011, and recorded October 25, 2011, with the Office of the Register of Deeds for Orangeburg County in Record Book 01432 at Page 0120, with said deed being re-recorded with the Office of the Register of Deeds for Orangeburg County to correct a scrivener's error on November 7, 2011, in Record Book 01434 at Page 0034.

<u>LOT #</u>	<u>TMS #</u>	<u>LOT #</u>	<u>TMS #</u>
Lot 1	0151-12-04-040.000	Lot 21	0151-12-04-060.000
Lot 2	0151-12-04-041.000	Lot 22	0151-12-04-061.000
Lot 3	0151-12-04-042.000	Lot 23	0151-12-04-062.000
Lot 4	0151-12-04-043.000	Lot 24	0151-12-04-063.000
Lot 5	0151-12-04-044.000	Lot 25	0151-12-04-064.000
Lot 6	0151-12-04-045.000	Lot 26	0151-12-04-065.000
Lot 7	0151-12-04-046.000	Lot 27	0151-12-04-066.000
Lot 8	0151-12-04-047.000	Lot 28	0151-12-04-067.000
Lot 9	0151-12-04-048.000	Lot 29	0151-12-04-068.000
Lot 10	0151-12-04-049.000	Lot 30	0151-12-04-069.000
Lot 11	0151-12-04-050.000	Lot 31	0151-12-04-070.000
Lot 12	0151-12-04-051.000	Lot 32	0151-12-04-071.000
Lot 13	0151-12-04-052.000	Lot 33	0151-12-04-072.000
Lot 14	0151-12-04-053.000	Lot 34	0151-12-04-073.000
Lot 15	0151-12-04-054.000	Lot 35	0151-12-04-074.000
Lot 16	0151-12-04-055.000	Lot 36	0151-12-04-075.000
Lot 17	0151-12-04-056.000	Lot 37	0151-12-04-076.000
Lot 18	0151-12-04-057.000	Lot 38	0151-12-04-077.000
Lot 19	0151-12-04-058.000	Lot 39	0151-12-04-078.000
Lot 20	0151-12-04-059.000	Lot 40	0151-12-04-079.000

Retention Pond/Landscape Area: 0151-12-04-080.000

EXHIBIT "B"

BY-LAWS
of

The Palms of Orangeburg Homeowners Association, Inc.