

DECLARATION
OF
COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
BELMONT HEIGHTS OF ORANGEBURG

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
BELMONT HEIGHTS OF ORANGEBURG**

THIS DECLARATION, made this ____ day of July, 2016, by Paragon, Inc., of South Carolina, LLC, a South Carolina limited liability company (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property containing Two and 42/100 acres (2.42 ac.), more or less, and Six (6) residential lots, TMS Numbers as listed on Exhibit A hereto, and lying and being in Orangeburg County, South Carolina, and in or near the Town of Orangeburg, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Belmont Heights of Orangeburg Subdivision and for the maintenance of the Property (as hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Belmont Heights of Orangeburg to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of South Carolina, Belmont Heights of Orangeburg Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising such functions:

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" attached hereto is hereby subjected to the terms and provisions of this Declaration and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property described in Exhibit "A" attached hereto, and shall be binding on all persons having any right, title or interest in all or any portion of said real property, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 NAME AND DEFINITIONS.....	5
1.01. Definitions.	5
ARTICLE 2 PROPERTY RIGHTS.....	7
2.01. General.	7
2.02. Easements for Developer.	7
2.03. Easements for Association.	7
2.04. Easements for Owners.	8
2.05. Structural Support.	9
2.06. Delegation of Use.	9
2.07. Easements for Pond, Lake, and Stream.	9
2.08. Pedestrian Easements.	9
2.09. Public in General.	9
2.10. General.	10
2.11. Easement for Drainage.	10
2.12. Termination Date of All Developer Rights and Obligations.	10
ARTICLE 3 MEMBERSHIP.....	10
3.01. Mandatory Membership.	10
ARTICLE 4 MAINTENANCE.....	11
4.01. Responsibilities of Owners.	11
4.02. Responsibilities of the Association.	11
ARTICLE 5 INSURANCE AND CASUALTY LOSSES.....	13
5.01. Insurance.	13
5.02. Damage or Destruction to Improvements.	13
ARTICLE 6 ADMINISTRATION.....	14
6.01. Control of Association.	14
6.02. Duties and Powers.	14
6.03. Rules and Regulations.	14
6.04. Minutes and Financial Records.	15
ARTICLE 7 ASSESSMENTS.....	15
7.01. Purpose of Assessments.	15
7.02. Creation of Lien and Personal Obligation of Assessments.	15
7.03. Computation of Operating Budget and Annual Assessments.	15
7.04. Special Assessments.	16
7.05. Specific Assessments.	16
7.06. Allocation of Liability for Common Expenses.	16
7.07. Effect of Conveyance or Foreclosure on Unpaid Assessment.	17
7.08. Delinquent Assessments.	17
7.09. Certificate.	18

7.10.	Budgetary Deficit During Developer Control Period.....	18
7.11.	Date of Commencement of Annual Assessments.....	18
7.12.	Accumulation of Funds Permitted.....	18
7.13.	Capitalization of Association.....	18
ARTICLE 8 ARCHITECTURAL STANDARDS AND USE RESTRICTIONS		19
8.01.	Purpose.....	19
8.02.	Architectural Control Committee.....	19
8.03.	Permitted Improvements; Standards.....	19
8.04.	Submission of Plans and Specifications.....	20
8.05.	Approval and Disapproval of Plans and Specifications.....	21
8.06.	Obligation to Act.....	21
8.07.	Right of Inspection.....	22
8.08.	Violations.....	22
8.09.	Fees.....	22
8.10.	Building Restrictions.....	22
8.11.	Use of Lots and Dwellings.....	23
8.12.	Antennas.....	23
8.13.	Water Wells and Septic Tanks.....	23
8.14.	Pets.....	23
8.15.	Nuisances.....	24
8.16.	Motor Vehicles, Trailers, Boats, Etc.....	24
8.17.	Sales and Construction Activities.....	24
8.18.	Fences.....	24
8.19.	Landscaping.....	25
8.20.	Signs.....	25
8.21.	Garage Sales.....	25
8.22.	Clotheslines.....	26
8.23.	Mailboxes.....	26
8.24.	Construction of Improvements.....	26
8.25.	Erosion Control.....	27
8.26.	Ponds, Lakes, and Streams.....	27
8.27.	Recreational Equipment.....	28
8.28.	Trees.....	28
8.29.	Structure Finish.....	28
8.30.	Zoning and Private Restrictions.....	28
ARTICLE 9 LEASING AND SELLING		28
9.01.	Leasing Defined.....	28
9.02.	Authorized Leasing.....	29
9.03.	General Leasing Provisions.....	30
9.04.	Declarant Leasing.....	32
9.05.	Notice of Sale or Transfer of Title.....	32
9.06.	Compliance with South Carolina Residential Landlord and Tenant Act.....	32
ARTICLE 10 AUTHORITY AND ENFORCEMENT.....		32
10.01.	Compliance with Association Legal Documents.....	32
10.02.	Types of Enforcement Actions.....	33

10.03.	Suspension and Fining Procedure.....	33
10.04.	Self-Help.	34
10.05.	Injunctions and Other Suits at Law or in Equity.....	35
10.06.	Costs and Attorneys' Fees for Enforcement Actions.....	35
10.07.	Failure to Enforce.	35
ARTICLE 11 GENERAL PROVISIONS.....		35
11.01.	Control by Developer.....	36
11.02.	Amendments by Developer.	37
11.03.	Amendments by Association.	37
11.04.	Duration.....	37
11.05.	Interpretation.	37
11.06.	Gender and Grammar.	38
11.07.	Severability.....	38
11.08.	Rights of Third Parties.	38
11.09.	No Trespass.....	38
11.10.	Notices.	38
11.11.	No Liability.....	39
11.12.	Variances.	39
11.13.	Contracts Executed During Developer Control.	39
11.14.	Security.	39
ARTICLE 12 MORTGAGEE PROVISIONS.....		40
12.01.	Notice of Action.	40
12.02.	Right to Records.....	40
12.03.	Special FHLMC Provision.....	40
12.04.	No Priority.	41
12.05.	Notice to Association.	41
12.06.	Amendments by Board.	41
12.07.	Applicability.	42
12.08.	Failure of Mortgagee to Respond.	42

Exhibit "A" – Legal Description of Submitted Property

**DECLARATION OF COVENANTS, CONDITIONS,
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FOR BELMONT
HEIGHTS OF
ORANGEBURG**

**ARTICLE 1
NAME AND DEFINITIONS**

1.01. Definitions.

When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "**Act**" shall mean and refer to the South Carolina Non-Profit Corporations Act, as may be amended.

(b) "**Architectural Control Committee**" ("**A.C.C.**") shall mean and refer to the committee appointed by the Board and established to exercise the architectural review powers set forth in Article VIII hereof.

(c) "**Articles of Incorporation**" shall mean and refer to the Articles of Incorporation of Belmont Heights of Orangeburg Homeowners Association, Inc., as amended from time to time.

(d) "**Association**" shall mean and refer to Belmont Heights of Orangeburg Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

(e) "**Association Legal Documents**" shall mean this Declaration and all exhibits hereto, including, but not limited to, the Bylaws, in addition to all rules and regulations promulgated thereto and all recorded plats of the Property, as may be amended from time to time.

(f) "**Board of Directors**" or "**Board**" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(g) "**By-Laws of the Association**" or the "**By-Laws**" shall mean and refer to those By-Laws of Belmont Heights of Orangeburg Homeowners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

(h) "**Common Area**" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners and others as recommended by the Board and approved by the Owners.

(i) "**Common Expenses**" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(j) "**Common Improvements**" shall mean and refer to all real property and improvements thereon, designated by the developers and meant for the enjoyment of all Owners. This term includes the entrance way, landscaping, lighting, irrigation, signage, and Community fences or walls, Lakes and Ponds.

(k) "**Community**" shall mean and refer to that tract or parcel of land described In Exhibit A attached hereto and by reference made a part hereof.

(l) "**Declaration**" shall mean and refer to these Covenants, Conditions, Restrictions and Easements for Belmont Heights of Orangeburg, set forth in this entire document, as may from time to time be amended.

(m) "**Developer**" shall mean and refer to Paragon, Inc., LLC, its designated successors and assigns.

(n) "**Foreclosure**" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage or the conveyance of property by a deed in lieu of judicial or non-judicial foreclosure.

(o) "**Lot**" or "**Lots**" shall mean and refer to any parcel of land shown upon any recorded Community plat of the Community upon which only a single-family residence may be constructed or is currently constructed, except as specifically provided otherwise herein.

(p) "**Mortgage**" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

(q) "**Mortgagee**" shall mean and refer to the holder of a Mortgage.

(r) "**Owner**" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, excluding, however, those persons having such an interest under a Mortgage.

(s) "**Person**" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(t) "**Plat**" shall mean and refer to that certain Plat of North Brookdale Subdivision (now known as Belmont Heights of Orangeburg Subdivision) prepared by Clifton H. Harper of Edisto Engineers and Surveyors on February 22, 2016 and recorded in the Register of Deeds Office for Orangeburg County, South Carolina, in D Book 00322, Pages 0001, as Instrument Number 2016000127, as the same may be revised from time to time.

(u) "**Pond**" shall mean any lake or pond shown within the Community on the plat, and shall also mean any "Detention Pond" as may be shown on the Plat.

(v) "**Structure**" shall mean and refer to: (i) any object or thing, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop

or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, play structure, sign, signboard, satellite dish, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this section applies to such change.

ARTICLE 2 PROPERTY RIGHTS

2.01. General.

Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of at least a majority of the Owners in the Community. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a residential site larger than one Lot. Each Lot in the Community shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

2.02. Easements for Developer.

Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under, and through any portion of the Community and Common Area or Common Improvements for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of common improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, path systems providing access to the pond located in the Community, and for any other public or quasi-public utility facility, or for the installation, construction and maintenance of drainage ways, swales, paths or structures for the direction of water away from neighboring properties;

(d) For maintenance and use of sales offices, model homes and parking spaces in connection with its efforts to market Lots, real estate sales and development activities including development, construction, sale and leasing of multi-family residences on the Property.; and

(e) For the maintenance of such other facilities, equipment and signs as is the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots and the Additional Property.

2.03. Easements for Association.

(a) There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties and responsibilities, and for assessments against Lots and their owners. Said easement shall include, but not be limited to, the right to enter upon the Lots to perform the responsibilities of the Association set forth in Section 4.02 hereof. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon reasonable advance notice to the owner of the Lot directly affected thereby.

(b) There is hereby reserved to the Association, for itself and its successors and assigns, easements over the six (6') feet on either side of the center of each side line of each Lot and across the rear ten (10') feet of each Lot in the Community for the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, gas, water, television cables, community antenna and other utilities and similar features, and storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function, and over the sign and planting easement areas as shown on the Plat for the erection, installation, construction and maintenance of such signs and plantings as the holder of this easement may deem appropriate. No structure, planting or other material shall be placed or permitted to remain on any Lot within the foregoing easement areas which may damage or interfere with the installation or maintenance of said easements.

2.04. Easements for Owners.

Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Improvements (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Improvements from time to time designated for such purposes and the right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Improvements;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Improvements and to impose reasonable limits on the number of guests who may use such recreational facilities;

(c) the right of the Association to suspend an Owner's voting rights and rights to use any recreational facilities within the Common Improvements for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for a period not to

exceed sixty (60) days for any infraction by an owner of its published rules and regulations;

(d) the right of the Association to borrow money for the purpose of improving the Common Improvements or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon the assent of two-thirds (2/3) of the Owners, to give as security a mortgage conveying all or any portion of the Common Improvements. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of any Lot, any owner, or the holder of any mortgage, irrespective of when executed; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the owners agreeing to such dedication or transfer, has been recorded.

2.05. Structural Support.

Each Lot or improvement on a Lot which contributes to the structural support of another Lot or improvement on such Lot shall be burdened with an easement for structural support. Said easement for structural support shall be appurtenant to and shall pass with the title to every benefited Lot.

2.06. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

2.07 Easements for Pond, Lake, and Stream Maintenance.

Developer reserves for itself, the Association and their successors, assigns and designees the nonexclusive right and easement but not the obligation to enter upon the Lots and Common Area to construct, maintain and repair structures and equipment used for retaining water for any bodies of water shown on the Plat. Developer further reserves for itself, the Association and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment as necessary over the Common Area and Lots (but not the dwelling located thereon) adjacent to any bodies of water shown on the Plat in order to: (i) maintain the bodies of water; (ii) maintain and landscape the slopes any bodies of water and wetlands. The Developer shall use reasonable care and shall repair any damage resulting from its use of such easements. The Association shall do likewise. Neither the Developer nor the Association shall have liability for any damages resulting from flooding due to heavy rainfall, other natural occurrences, or Acts of God.

2.08. Pedestrian Easements. Developer hereby expressly reserves perpetual, non-exclusive pedestrian easements for access to the Common Area for the benefit of the Association and Owners.

2.09 Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way further limit or restrict any existing easements or rights already granted, or voluntarily granted in the future, to public bodies such as for easements or rights recorded in the Orangeburg County, South Carolina public records. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

2.10 General. Each Lot shall be subject to those easements, if any, shown or set forth on the Plats for the Community, as amended from time to time as well as the easements now or hereafter established by Developer in this Declaration or by any other documents that in all respects properly appear in applicable Public Records.

2.11 Easement for Drainage. There is hereby reserved to the Developer and Association a blanket easement across the Community for creating and maintaining satisfactory storm water drainage in the Community; provided, however, such easement area shall not include any portion of the Community within the boundaries of any improvements within the Community owned by a party other than the Association. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water run-off across downstream property will result from the construction of impervious surface within or adjacent to the Community. Neither the Developer, the Association nor any Owner constructing according to plans and specifications approved hereunder shall have any liability to any Owner due to the increased flow or increased velocity of surface water existing or resulting from approved construction within the Community.

2.12. Termination Date of All Developer Rights and Obligations. Regardless of any other provision of these Covenants, Conditions, Restrictions and Easements, all of Developer's remaining rights, title, interests and obligations pertaining in any way to the Community shall transfer to the Association, or to a successor Developer as Developer may, in its sole discretion, designate by its Deed, on the date Developer shall complete execution and delivery of that Deed conveying the last of its real property in the Community.

ARTICLE 3 MEMBERSHIP

3.01. Mandatory Membership.

Every Owner shall be deemed a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any

other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no owner, whether one or more persons, shall have more than one membership per Lot. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise that vote. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote.

Any attempted resignation or resignation in fact by a member shall have no effect on the Owner's obligations to pay assessments and fees established by the Association or to abide by rules established by the Association, but the Association may, by majority vote of the Directors, adjust quorum and majorities as a result of such action by a member.

ARTICLE 4 MAINTENANCE

4.01. Responsibilities of Owners.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots together with all other improvements thereon or therein, shall be the responsibility of the Owner of such Lot. This obligation shall include maintenance of all easement areas on a Lot and all improvements located within such easement areas. Each owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements, buildings and other structures located on the Lot (including repainting) and repair of all damage to or destruction of any easement area located on a Lot and all improvements thereon, whether caused directly or indirectly by the acts or omissions of such owner and/or his guests, invitees, licensees, tenants, residents or other persons occupying or present on said Lot. As provided in Section 4.02(b) hereof, each Owner shall also be obligated to pay for the costs, within ten (10) days of being notified of those costs, incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. Any such costs, together with late charges, simple interest at the rate of ten percent (10%) per annum, and attorneys' fees incurred to enforce or collect such costs, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Upon the conveyance of a lot, the grantee is jointly and severally liable with the grantor for unpaid assessments against the grantor up to the time of the conveyance.

No Owner shall (i) decorate, repaint, change or otherwise alter the appearance of any portion of the exterior of his residence or the landscaping, grounds or other improvements within a Lot unless such decoration, repainting, change or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article VIII hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Community, reduce the value thereof or impair any easement or hereditament thereto,

without in every such case obtaining the prior written approval of the Architectural Control Committee.

4.02. Responsibilities of the Association.

(a) The Association has permanent responsibility for the maintenance except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be, (i) all portions of the Common Areas and Common Improvements, including but not limited to, any cluster mailbox units; (ii) the entryway treatment, entryway signs, entryway landscaping and entrance wall or fence for Community; (iii) the privacy wall and/or fence, if any, serving the Community; (iv) all lighting and irrigation facilities and equipment, if any, located with the Common Improvements or any landscape easement as shown on the Plat and serving only the Community; (v) all utility lines, facilities and equipment located within the Common Improvements or any landscape easement as shown on the Plat and serving the Community, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person, (vi) the landscaping treatment, if any, located within any landscape easement as shown on the Plat and between the privacy wall and/or fence, if any, serving the Community (vii) the detention facility, dam and dam structures to the extent that maintenance and repair of same is not performed by Orangeburg County or some other governmental entity; (viii) all other waterways, water courses, dams and dam structures to the extent that maintenance and repair of same is not performed by Orangeburg County or some other governmental entity; and (ix) all roads, streets alleys, gutters, sidewalks and street or road access or right of way to or in the Community or to any Lot in the Community to the extent that maintenance and repair of same is not performed by Orangeburg County or some other governmental entity. The obligations and duties set forth hereinabove shall be the sole responsibility of the Association and all costs and expenses incurred in performing such work shall be deemed to be Common Expenses. Neither the Association nor the Developer shall be liable for injury or damage to any person or property caused by the any such element designated for maintenance by the Association, or by any Owner or any other person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association or Developer to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association or the Developer to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner. The Association shall also maintain and keep in good repair all street signs and traffic signs located on, in or about the right-of-ways of any and all publicly dedicated roads located within the Community to the extent that maintenance and repair of same is not performed by Orangeburg County or some other governmental entity.

(b) In the event that the Developer or the Board determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, its family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner

written notice of the Developer's or Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have twenty (20) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said twenty (20) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Developer or the Association may provide without further notice or any hearing (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that the Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse the Developer for Developer's costs and expenses.

ARTICLE 5 INSURANCE AND CASUALTY LOSSES

5.01. Insurance.

(a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance upon the Common Improvement, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and blanket fidelity bonds for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bonds shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Community shall be vested in the Board.

5.02. Damage or Destruction to Improvements.

Immediately after the damage or destruction by fire or other casualty to all or any part of the improvements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article V, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all owners, without the necessity of a vote pursuant to Section 7.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

**ARTICLE 6
ADMINISTRATION**

6.01. Control of Association.

Except to the extent otherwise required by the provisions of the South Carolina Code of laws relating to nonprofit corporations, this Declaration, the By-Laws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the date as of which the last Lot in the Community owned by Developer shall have been conveyed by Developer to an Owner other than a person or persons constituting Developer or an affiliate of Developer, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed by Developer and recorded in the Register of Deeds Office for Orangeburg County. For purposes of this Declaration, an "affiliate of Developer" shall mean and refer to any Person having, as a general partner or as an owner of at least 25% of the stock or ownership interest of such Person or which is owned by the members of Paragon, Inc., of South Carolina, LLC. Each owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 6.01 and by Section 11.01 hereof.

6.02. Duties and Powers.

The duties and powers of the Association shall be those set forth in the provisions of the South Carolina Code of Laws relating to nonprofit corporations. This Declaration, the By-Laws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the South Carolina Code of Laws, this Declaration, the Articles of Incorporation, the Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance there for, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.03. Rules and Regulations.

The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

6.04. Minutes and Financial Records.

The Association shall keep minutes of all members meetings, and Board of Directors' meetings, financial records itemizing all expenditures and receipts and any other books and records required by law or necessary to accurately reflect the activities of the Association.

ARTICLE 7 ASSESSMENTS

7.01. Purpose of Assessments.

The Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots in the Community including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

7.02. Creation of Lien and Personal Obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 7.03 hereof, (b) special assessments such assessments to be established and collected as hereinafter provided; and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to fines as may be imposed against such Lot in accordance with Article IX hereof. Any

such assessments, together with late charges, simple interest at the rate of ten percent (10%) per annum, costs, attorneys' fees incurred to enforce or collect such assessments, and if the Board so elects, rents, in the maximum amount permitted under South Carolina law, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Upon the conveyance of a lot, the grantee is jointly and severally liable with the grantor for unpaid assessments against the grantor up to the time of the conveyance. Assessments shall be paid in a manner and on such dates as may be fixed by the Board.

The lien provided for herein shall be superior to all liens except liens for ad valorem taxes, the lien of any first Mortgage, the lien of any mortgage recorded prior to the Declaration or the lien of any secondary purchase money mortgage (provided neither the grantee thereof nor anyone claiming under him is the seller of the Lot). The Sale or transfer of any Lot pursuant to foreclosure of a first Mortgage, or any proceeding in lieu thereof, shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

7.03. Computation of Operating Budget and Annual Assessments.

It shall be the duty of the Board at least sixty (60) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least thirty (30) days prior to such meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a majority of the total Association membership provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. Notwithstanding the forgoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 7.04 hereof.

7.04. Special Assessments.

In addition to the annual assessments authorized above, the Association, acting through the Board, may levy at any time a special assessment against all owners, notice of which shall be sent to all Owners, provided, however, prior to becoming effective any special assessment shall be approved by the affirmative vote of at least two-thirds (2/3) of Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

7.05. Specific Assessments.

Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specifically assessed against such Owners and their respective Lots. The individual assessments provided for in this Section 7.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

7.06. Allocation of Liability for Common Expenses.

Except as otherwise provided, each Lot is hereby allocated equal liability for Common Expenses.

(a) Except as provided below, or elsewhere in the Act or the association legal instruments, the amount of all Common Expenses shall be assessed against all Lots.

(b) The Board of Directors shall have the power to assess pursuant to this Article as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

7.07. Effect of Conveyance or Foreclosure on Unpaid Assessment.

Upon conveyance of any Lot, the grantee is jointly and severally liable with the grantor for unpaid assessments against the grantor up to the time of conveyance. However, any Owner, Mortgagee, potential Lot Mortgagee or person having executed a contract for the purchase of a Lot may request a statement from the Association setting forth the amount of all unpaid assessments, late charges and interest against such Lot. The information specified in such statement shall be binding upon the Association and every Lot Owner. Failure of the Association to timely furnish such statement within the fourteen (14) business day period required by law results in the extinguishment of any lien for assessments with respect to the purchaser and lender, and their successors, involved in the transaction contemplated in connection with the request for such statement. The holder of a first priority mortgage or second priority purchase money mortgage (provided neither the grantee thereof nor anyone claiming under him is the seller of the Lot) acquiring a Lot via foreclosure shall not be liable for, nor shall the Lot be subject to, any lien for assessments for any period prior to foreclosure. Any such unpaid assessments are deemed a common expense for which all Owners are liable.

7.08. Delinquent Assessments.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time, not to exceed the greater of Ten Dollars (\$10.00) or lot of the amount of the assessment or installment thereof not paid when due, and shall also commence to accrue simple interest at the rate of ten percent (10%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board

and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include (i) the late charge established by the Board, (ii) interest on the principal amount due at the rate of ten percent (10%) per annum, (iii) all costs of collection (including reasonable attorneys' fees and court costs) and (iv) any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. In addition, if proper, the lien for assessments may be enforced by an action to recover the amount thereof brought by one or more aggrieved Owners on the Association's behalf or as a class action. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and an Owner shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

7.09. Certificate.

The Treasurer, or the President of the Association shall, within five (5) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, purchaser from such Owner, or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer or President setting forth whether the assessments for which such owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such owner of payment of any assessments stated therein to have been paid.

7.10. Budgetary Deficit During Developer Control Period.

During the period of time that the Developer has the right to appoint and remove all members of the Board, on an annual basis, the Developer may, but shall in no event be required to, elect to pay the difference between: (i) the income of the Association, including the total of the amount of assessments levied on all other Lots subject to assessments and other sources of income to the Association, and (ii) the amount of actual expenditures by the Association, exclusive of any reserve transfers ("Developer Subsidy"). The Developer Subsidy described hereunder may be in the form of cash, "in-kind" contributions of service or materials, loans, or any combination thereof. If the Developer elects to make a Developer Subsidy, the Developer Subsidy shall be disclosed in the budget of the Association for the year in which it is obtained, in the financial statements, and in the books and records of the Association. The payment of Developer Subsidy in one year will under no circumstances obligate the Developer to continue payment of a Developer Subsidy in future years. The Association is specifically authorized to borrow money from the Developer and enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Developer or other entities for the payment of some portion of the Common Expenses.

7.11. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to each Lot on the date designated by the Board and shall be due and payable in such manner and on such schedule as the Board may provide. Notwithstanding the foregoing, assessments shall not commence upon a Lot until the date that the Developer has conveyed the Lot to an Owner for residential occupancy. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such assessments commence.

7.12. Accumulation of Funds Permitted.

The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem desirable for the greater financial security of the Association and the effectuation of its purpose.

7.13 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Developer, and upon each subsequent conveyance of a Lot other than from an Owner to the spouse of such Owner, a contribution (the "Capitalization Assessment") shall be made by or on behalf of the purchaser to the working capital of the Association in an amount as may be determined by the Board, which amount shall not be more than the total annual General Assessment per Lot for that year. The Capitalization Assessment shall be in addition to, not in lieu of, the annual General Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. The Capitalization Assessment shall be due at the time of each such conveyance.

**ARTICLE 8
ARCHITECTURAL STANDARDS AND USE RESTRICTIONS**

8.01. Purpose.

In order to preserve the natural setting and beauty of the Community, to establish and preserve a harmonious and aesthetically pleasing design for the Community and to protect and promote the value of the Community, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VIII. Every grantee of any interest in the Community, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article VIII.

8.02. Architectural Control Committee.

Subject to the terms of subsection (b) of Article I, the Board shall appoint the Architectural Control Committee which shall consist of up to five (5) but not less than three (3) members, all of whom shall be owners, or appointees of the Developer, and who may or may not be members of the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. The Board may remove with or without cause any member appointed by

the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet at least annually and as may be required, as well as upon call of the chairman, and all meetings shall be held at such places in Orangeburg County as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. The Architectural Control Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in performing its functions set forth herein, subject to any budgetary limitations established by the Board.

8.03. Permitted Improvements: Standards.

(a) No Structure of any nature whatsoever shall be constructed, altered, added to or maintained upon any part of the Community, except (i) those Structures and other improvements as are approved by the Architectural Control Committee in accordance with this Article VIII, and (ii) those Structures and other improvements which pursuant to this Article VIII do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written architectural standards, policies and guidelines (the "Standards") governing the construction, location, landscaping and design of Structures and other improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 8.04 and 8.05 hereof. Any such Standards published by the Architectural Control Committee shall be binding and enforceable on all Owners with respect to all Structures and other improvements in the Community requiring the approval of the Architectural Control Committee.

8.04. Submission of Plans and Specifications.

No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee as to: (i) the compliance of such plans and specifications with such Standards as may be published by the Committee from time to time; (ii) the conformity and harmony of external design and appearance in relation to the existing standards of the Community; and (iii) the location of the proposed Structure in relation to surrounding structures and topography and finished ground elevations. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee, including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot, including building set-backs, open space, driveways, walkways and parking spaces including the number thereof;

- (b) foundation plans;
- (c) floor plans;
- (d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (e) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof;
- (f) roof materials and color; and
- (g) plans for landscaping, grading and controlling storm-water runoff.

8.05. Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the 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. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer, the Association, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. No member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Community by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every owner of any Lot releases and agrees

to hold harmless and defend any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

(d) Approval or disapproval of any plans or requests submitted to the Architectural Control Committee in no way supersedes, replaces or effects necessary submittals or approvals by any City, County, State or Federal governing agencies.

8.06. Obligation to Act.

The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. If the Architectural Control Committee fails to approve or to disapprove such application within thirty (30) days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Declaration, or of any applicable zoning or other laws. Except as provided in this Section, no approval of construction or any modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification, including Developer and/or members of the Board or Architectural Control Committee. Upon approval of plans and specifications, no further approval under this Article VIII shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications or unless such plans and specifications are materially altered or changed.

8.07. Right of Inspection.

The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect 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 the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

8.08. Violations.

If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Association shall be entitled and empowered to take any and all actions described in Article X hereof.

8.09. Fees.

The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 8.07 hereof. The Architectural Control Committee shall establish the fee from time to time.

8.10. Building Restrictions.

All Structures and other improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. In addition, the Architectural Control Committee is authorized to promulgate from time to time as part of the Standards described in 8.03(b) hereof additional restrictions applicable to the -Community. No exterior portion of any building, structure or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Standards; provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set-back line restrictions in its sole and absolute discretion. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of residences shall contain not less than 1,200 square feet.

8.11. Use of Lots and Dwellings.

Except as permitted by Sections 2.02(d) and 8.17 hereof, each Lot shall be used for residential purposes only and no trade or business of any kind may be carried on therein. Specifically, no Lot or structure in the Community shall be used for any lodging house, rooming house, hospital, sanatorium, or health care concern of any kind. No industry, business, trade, occupation, profession of any kind, nor non-profit or for-profit enterprise, whether commercial, religious, educational, nor of any other type, shall be operated, conducted, maintained, or permitted from or on any Lot or structure thereon. Nothing herein shall prevent Developer or any builder of homes in the Community from using any Lot or structure thereon for any business related to real estate development or improvement real estate sales and development activities, including development, construction, sale and leasing of multi-family residences on the Property. Private offices may be maintained in the dwellings located on any Lot so long as such use is incidental to primary use of the Lot for residential purposes, and such use does not result in client, customer or business traffic to or into the Community.

8.12. Antennas.

No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Community, unless said antenna, radio receiver, satellite dish or other device is one meter or less in diameter, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community; provided, however, that the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Community, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural

Control Committee for permission to install a television antenna. The location of the placement of a satellite dish that is one meter or less in diameter shall be subject to the approval of the Architectural Control Committee except that said committee must allow a placement at a location on an Owner's Lot where reception can reasonably be obtained.

8.13. Water Wells and Septic Tanks.

No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

8.14. Pets.

No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Community, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash or voice control at all times when walked or exercised outside of all fenced areas on a Lot.

8.15. Nuisances.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Community, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Community, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Community. Noxious or offensive activities shall not be carried on in any Lot and each owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act or use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Community or which would be in violation of any law or governmental code or regulation. No vacant lot/easement area shall be used to dump rubbish, lawn clippings or debris. In the event said occurs, the Association may assess the dumping party with a cleanup fee. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Community.

8.16. Motor Vehicles, Trailers, Boats, Etc.

All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Architectural Control Committee shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices.

Furthermore, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Community if in the opinion of the Board such prohibition shall be in the best interest of the Community. No Owners or other occupants of any portion of the Community shall repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

8.17. Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for the Developer or any builder of homes in Belmont Heights of Orangeburg Subdivision and their respective agents, employees, successors and assigns to maintain and carry on within the Community such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots and real estate sales and development activities including development, construction, sale and leasing of multi-family residences on the Property.

8.18. Fences.

No fence or wall of any kind shall be created, maintained or altered on any Lot by any Owner without the prior written approval of the Architectural Control Committee. A fence is defined as any barrier intended to prevent escape or intrusion or to mark a boundary. Such definition includes fences erected for their aesthetic appeal or to compliment landscaping. Gates or other entry or exit points are considered part of the fence.

Fences may not be closer to the street than the distance from the rear corner of the house (to which the fence is closest) to the street. In the case of a corner house, the distance is measured from the rear corner of the house to the street which that side of the house primarily faces. Streets include cul-de-sacs.

All fences must be shadowbox style and shall be stained Behr Stain ST-110 Chestnut. If this color stain is discontinued by Behr, then the stain color used for all fences on Lots must be the stain that most closely matches Behr Stain ST-110 Chestnut.

The height of the fence, which is the shortest distance from any point on the top of the fence to the ground, shall be no higher than six (6') feet. The height limitation shall apply to all parts of the fence, including posts, but shall exclude arbors, post caps or other post adornments. Any such post cap or post adornment shall not cause the height of the fence to exceed six feet and six inches (6'6"), nor shall they be higher than six inches (6") by themselves.

8.19. Landscaping.

Under no circumstances shall Owners use rock or brick in or around a landscaping bed on a Lot. Pine straw and mulch shall be the only acceptable materials for landscaping beds on Lots.

8.20. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and specifications therefore, be installed, altered or maintained on any Lot, except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" or "For Rent" sign; provided, however, that in no event shall any such sign be larger than six square feet in area;
- (iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee ; and
- (iv) such signs as are used to identify and advertise the Community;
- (v) a sign indicating the builder of the residence on the Lot.

Following the consummation of the sale or lease of any Lot, the "For Sale" or "For Rent" sign shall be removed immediately.

8.21. Garage Sales.

All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

8.22. Clotheslines.

No outside clotheslines shall be constructed, placed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

8.23. Mailboxes.

The Architectural Control Committee may specify rules for the location and appearance of mailboxes, consistent with requirements of the United States Postal Service.

8.24. Construction of Improvements.

Construction of all dwellings on a Lot shall be completed within one (1) year of the commencement date of said construction. If any dwelling on a Lot is not completed within one (1) year of the commencement date of said construction, the Association, its employees and agents, shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to complete construction of said dwelling, with the costs thereof being assessed against the Owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said dwelling, and the liability for such costs shall constitute an equitable charge and continuing lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give thirty (30) days prior written notice to the Owner of such Lot prior to commencing any work, as set forth in Section 8.08 hereof, and the provisions thereof shall be applicable with respect to the foregoing.

8.25. Erosion Control.

No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitations) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

8.26. Ponds, Lakes, and Streams.

The Association shall be responsible in all respects for the ponds, lakes and any streams, creeks and water courses within the Community ("Ponds, Lakes, and Streams. The Association's responsibilities include, but are not limited to, maintenance and insurance and all matters pertaining to governmental compliance.

The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Community.

(a) No structure of any kind on any lake, pond, stream or watercourse of any kind shall be constructed which would in any way change, alter or otherwise interfere with the flow and the volume of water areas intended to accumulate run-off waters without permission of Developer and any governmental agency having jurisdiction over such.

(b) No Owner or Association shall unreasonably deny ingress or egress to surface water management areas for maintenance or repair by Developer. The Association or any appropriate governmental agency reasonably requires any right of ingress and egress, and easement hereby specifically reserved and created.

(c) No Lot shall be increased in size by filling in any lake, retention, detention or drainage areas which it abuts without the written consent of Developer, The Association, and any appropriate governmental agency. Owner or Association shall not fill, dike, rip-rap, block, divert or change the established easements and drainage areas that have been or may be created without the written consent of Developer and any appropriate governmental agency.

(d) All surface water management systems within the Community, excluding those areas (if any) normally maintained by Orangeburg County or any other governmental or quasi-governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost of maintenance or restoration shall be an expense of the Association.

(e) Nothing in this Article shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

No owner of a Lot shall have any right to pump or otherwise remove water from any pond, lakes or streams located in the Community for the purpose of irrigation or other use, nor shall any owner have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris ashes or other refuse in any Pond, Lake, or Stream within the Community.

8.27. Recreational Equipment.

Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Architectural Control Committee.

8.28. Trees.

Except for dead, damaged, or diseased trees, no trees having a diameter of six inches (6") or more (as measured at a point of twelve inches [12"] above ground) shall be removed from any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may designate that certain trees, regardless of size, are not to be removed from a Lot, which designation shall be noted on the approved plans and specifications for such Lot.

8.29. Structure Finish.

Whenever any Structure is constructed on a Lot in whole or in part with concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be finished with brick, natural stone, painted stucco or other approved material over the entire exposed surface area above finish grade.

8.30. Zoning and Private Restrictions.

None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

**ARTICLE 9
LEASING AND SELLING**

9.01. Leasing Defined.

To preserve the character of the Community as predominantly owner occupied, the Leasing of Lots is governed by this Paragraph. "Leasing" means the occupancy of a Lot by any person(s) other than:

(a) the Lot Owner or a parent, child, brother, sister, grandparent, grandchild or spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board;

(b) a trustee or beneficiary of an Owner that is a trust, provided that no rent or other consideration is paid or provided to the Owner in connection with that occupancy;

(c) an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust (collectively "Authorized Corporate Occupant"); provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every twelve (12) months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall

terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot; or

(d) a roommate of any of the above who also occupies the Lot as his or her primary residence.

A Lot may be considered to be leased hereunder even if no rent is paid to the Owner. For the purpose of this provision, any lease purchase arrangements, or lease with an option to purchase, shall be considered a lease as defined hereunder and shall be subject to the provisions herein.

9.02. Authorized Leasing.

Owners may lease their Lots only if they have obtained a Hardship Leasing Permit from the Association. The Hardship Leasing Permit is not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Tenants is strictly in compliance with the conditions and requirements specified in this Paragraph. These conditions and requirements are of utmost importance in maintaining the high quality of the Community.

(a) Hardships Leasing Permits. If an Owner wishes to lease and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one year or as otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such Permit is discretionary. The Board of Directors may establish rules and regulations or other policies governing the terms and conditions which establish a hardship situation and govern the granting of a Hardship Leasing Permit.

(b) Refusal to Issue Permits and Expiration and Revocation of Permits. The Board may revoke or refuse to issue any Hardship Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge, if the Owner is in violation of the Association Legal Documents, or if the Owner fails to submit an executed lawn service and garbage service contract to the Board of Directors, as described below. Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Owners or Lots.

Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse, former spouse, parent, grandparent, child, grandchild, brother or sister). Hardship Leasing Permits also automatically expire one year from the date issued or if the Lot is not subject to an authorized and approved lease for more than 90 consecutive days. The Board also may revoke any Hardship Leasing Permit if the Owner is shown on the Association's books and records to be past due in any assessment or charge, if the Owner and/or the Lot Occupant or any guest of the Owner or occupant violates the Association Legal Documents or any applicable laws or ordinances or if the lawn service or garbage service contract expires.

9.03. General Leasing Provisions.

(a) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least seven (7) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with the Association Legal Documents. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant; the Board's approval or disapproval shall be limited to the form of the proposed Occupant. Within ten (10) days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(b) Lease Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval.

(c) Liability for Assessments; Compliance. The Owner must provide the Occupant copies of the Association Legal Documents. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant.

(i) Compliance with Association Legal Documents. All terms defined in the Declaration of Covenants, Conditions, Restrictions, and Easements for Belmont Heights of Orangeburg Subdivision are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Association Legal Documents. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation. If a Lot is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Association Legal Documents.

(ii) Use of Recreational Facilities. The Owner transfers and assigns to the Occupant, for the term of the lease, all rights and privileges the Owner has to use any recreational facilities on the Common Area.

(iii) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such

failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(d) Enforcement. If a Lot is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days' notice, notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

(e) Tenant Screening. Any Owner who is seeking to lease his or her Lot must engage a Tenant Screening Service prior to entering into a lease agreement and must provide the Association with a receipt or other written documentation evidencing that the Owner has performed the Tenant Screening required hereunder; provided, however, this subparagraph shall not apply where the tenant is a parent, child or sibling of the Owner. An Owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board. The Tenant Screening Service must, at a minimum, take the following steps:

- (1) Obtain a consumer credit report on the prospective tenant(s);
- (2) Verify the prospective tenant's employment for the last two years;
- (3) Check the prospective tenant's rental history in its database and with all landlords during the last two years, either as reported by the prospective tenant or disclosed by the Service's investigation;
- (4) Check the public records in Orangeburg County for bankruptcy and unlawful detainer actions involving the prospective tenant; and
- (5) Report such information as is disclosed by its investigation to the Lot Owner.

If any of (1) through (5) above is not a part of the screening report, the Owner will separately verify this information. The Owner is not required to provide the Board with the results of the Tenant Screening, but the Owner must provide the Board with a receipt or other documentation evidencing that the Owner has performed the Tenant Screening required hereunder, which must include the name, address and telephone number of the Tenant Screening Service and the prospective tenant's name.

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant

shall be the sole responsibility of the Lot Owner. The Lot Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Association, the prospective tenant or any other person not permitted access to such information provided by the Service.

9.04. Declarant Leasing.

Article IX will not apply to any leasing transaction entered into by Declarant, Approved Builder or any successor Declarant.

9.05. Notice of Sale or Transfer of Title.

In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Lot.

9.06. Compliance with South Carolina Residential Landlord and Tenant Act.

In the event that any property in the Community shall be occupied by a Tenant as that term is defined in the South Carolina Residential Landlord and Tenant Act, SC Code Section 27-40-10, et seq., ("Landlord-Tenant Act"), then any action taken in regards to the Tenant, regardless of whether by the Developer, Association, Landlord or agents of any of them, shall comply in all respects with the Landlord-Tenant Act, including, but not limited to, notice requirements for entry by any person upon the rented premises, except in exigent circumstances, as the Landlord-Tenant Act provides.

**ARTICLE 10
AUTHORITY AND ENFORCEMENT**

10.01. Compliance with Association Legal Documents.

All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all violating Persons. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against

a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

10.02. Types of Enforcement Actions.

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (a) Suspend all violators' rights to use the Common Area;
- (b) Suspend the voting rights of a violating Owner;
- (c) Impose reasonable fines against all violators, which shall constitute a lien on the violating Owner's Lot;
- (d) Use self-help to remedy the violation;
- (e) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the violator to cease and/or correct the violation; and
- (f) Record in the Orangeburg County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

10.03. Suspension and Fining Procedure.

Except as provided below, before imposing fines or suspending right to use the Common Area or the right to vote, the Association shall give a written violation notice to the violator as provided below.

- (a) Violation Notice. The written violation notice to the violator shall:
 - (i) Identify the violation, suspension(s) and/or fine(s) being imposed;
 - (ii) Advise the violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

Notwithstanding the violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

- (b) Violation Hearing. If the violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a violator fails to timely request a violation hearing, such violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a violator timely requests a violation

hearing, the violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(c) No Violation Notice and Hearing Required. No violation notice or violation hearing shall be required to:

(i) impose late charges on delinquent assessments;

(ii) suspend a violating Owner's voting rights if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;

(iii) suspend a violator's right to use the Common Area if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violator's right to use the Common Area shall be automatic (which shall allow the Association to tow and/or boot a violator's vehicle located on the Common Area without complying with the Suspension and Fining Procedures described above);

(iv) engage in self-help in an emergency;

(v) impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the violator; or

(vi) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the violator.

10.04. Self-Help.

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Area to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the violator at least two days prior written notice. Such notice shall request that the violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the violator.

10.05. Injunctions and Other Suits at Law or in Equity.

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation, and to recover its attorneys' fees actually incurred in such action if it substantially prevails.

10.06. Costs and Attorneys' Fees for Enforcement Actions.

In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

10.07. Failure to Enforce.

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (a) the Association's position is not strong enough to justify taking enforcement;
- (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (c) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (d) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (e) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

**ARTICLE
11
GENERAL
PROVISIONS**

11.01. Control by Developer.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 6.01 hereof. Every grantee of any interest in

the Community, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section and the provisions of Section 6.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 6.01 and this Section, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

11.02. Amendments by Developer.

During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded in the records of the Register of Deeds Office of Orangeburg County, South Carolina, without the approval of any Owner or Mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Developer shall certify any amendment made pursuant to this Section as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Community (A) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or pushes mortgage loans on any Lot or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

Developer and any successor Declarant or Developer identified by the original Developer in an instrument filed in the Register of Deeds Office for Orangeburg County, shall specifically have the right at any time to add property of any kind to the Community, including, but not limited to, acreage, lots, common areas, and easements, by filing a declaration

describing such addition in the Register of Deeds Office for Orangeburg County.

11.03. Amendments by Association.

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3's) of the eligible votes in the Association, and the approval of Declarant if it then owns any property subject to this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

The approval of the required percentage of the Owners and, where required, any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

(a) Notwithstanding the foregoing, the Board, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association, ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

11.04. Duration.

The provisions of this Declaration shall run with and bind title to the Community for an initial period of twenty (20) years, and for renewal periods of ten (10) years thereafter unless terminated by the affirmative vote of two-thirds (2/3) of the members at a properly called vote at some time after the expiration of the initial term.

11.05. Interpretation.

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the records of the Register of Deeds Office of Orangeburg County South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

11.06. Gender and Grammar.

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.07. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

11.08. Rights of Third Parties.

This Declaration shall be recorded for the benefit of the owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

11.09. No Trespass.

Whenever the Association, the Architectural Control Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Community, the entering thereon and the taking of such action shall not be deemed to be a trespass.

11.10. Notices.

Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent to Belmont Heights of Orangeburg Homeowners Association, Inc. to such address as the Association may from time to time notify the owners. Notice to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

11.11. No Liability.

The Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, the Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that the Developer shall have no such liability.

11.12. Variances.

Notwithstanding anything to the contrary contained herein (with the exception of set-back line restrictions as set forth in Section 8.10), the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

11.13. Contracts Executed During Developer Control.

All contracts or leases executed by or on behalf of the Association prior to the termination of Developer's right to appoint and remove the directors and officers of the Association shall contain a termination clause permitting the Association to terminate the contract or lease at any time without cause and without penalty, upon not more than ninety (90) days written notice.

11.14. Security.

NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE COMMUNITY, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST, OR INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE. FURTHERMORE, THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY IN THE COMMUNITY. EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER OCCUPANTS, TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY. THE ASSOCIATION HAS NO DUTY TO PROVIDE SECURITY IN THE COMMUNITY. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT OWNERS, OCCUPANTS AND OTHER PEOPLE WILL NOT COMMIT CRIMINAL ACTS IN THE COMMUNITY OR THAT UNAUTHORIZED PEOPLE WILL NOT GAIN ACCESS TO THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY, AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE

SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

**ARTICLE
12
MORTGAGEE
PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.01. Notice of Action.

An institutional holder, insurer or guarantor of a first Mortgage, who provides written request to the Association, such request to state the name and address of such holder, insurer or guarantor and the Lot (hereinafter the "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a Mortgage held, insured or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any eligible holder, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

12.02. Right to Records.

Upon written request in accordance with Section 12.01, all eligible holders shall:

(a) be entitled to attend and observe all meetings of Owners, but not meetings of the Board;

(b) be furnished with copies of annual financial report made to the Owners; and

(c) be entitled to inspect the financial books and records of the Association during reasonable business hours.

12.03. Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following

provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission, directly or indirectly, seek to abandon, partition, subdivide, encumber, sell, or transfer any real property owned by the Association (other than personal property). The granting of easements for public utilities or other similar purposes consistent with the intended use of the real property, if any, owned by the Association shall not be deemed a transfer within the meaning of this subsection;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of any real property owned by the Association (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this subsection);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds received in connection with losses to any real property owned by the Association (other than personal property) for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have a charge against the real property owned by the Association and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.04. No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of real property owned by the Association.

12.05. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.06. Amendments by Board.

Should Federal National Mortgage Association or Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.07. Applicability.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, By-Laws, or South Carolina law for any of the acts set out in this Article.

12.08. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Associations' request.

[SIGNATURES ON NEXT PAGE]

Exhibit "A"
Legal Description of Submitted Property

Parcel # 1: Common Area (portion of Chavous Street)

All that certain piece, parcel or strip of land, lying, being and situate in the Orange Township, County of Orangeburg, State of South Carolina, the same being a portion of Chavous Street as shown on that certain plat described as, "Plat of 2.42 Acres, North Brookdale Subdivision," prepared for Paragon Inc. of SC, LLC, by Clifton H. Harris, SC RLS, dated February 22, 2016, and according to said plat having the following measurements and dimensions:

Beginning at an iron marker found at the eastern corner of LOT 3 (TMS# 182-05-04-002), said point being the intersection of the northern side of Belleville Road (S-38-29) and the southern side of King's Road (S-38-1165), and turning S 47-57-15 W and running along Belleville Road a distance of 100.10 feet to a ½ inch crimped iron pipe found ("IPF"); thence turning S 47-57-15 W and continuing along Belleville Road for a distance of 100.10 feet to a Power Pole; thence continuing along the same bearing along Belleville Road for a distance of 100.10 feet to a ¾ inch crimped IPF, being the POINT OF BEGINNING; thence turning S 45-51-29 W and continuing along Belleville Road for a distance of 50.00 feet to a 5/8 inch IPF rebar; then turning N 42-53-46 W and running along the northeastern boundary of LOT 2 for a distance of 150.85 feet to a ¾ inch crimped IPF; thence turning N 42-51-27 W and running along the northeastern boundary of LOT 3-REV a distance of 112.55 feet to 5/8 inch iron pipe placed ("IPP"); thence turning N 42-48-49 W and running along the northeastern boundary of LOT 4-REV a distance of 37.03 feet to a computed point; thence continuing along the same bearing along the northeastern boundary of LOT 4-REV a distance of 75.65 feet to a computed point; then turning N 73-49-13 E and crossing Chavous Street for a distance of 55.94 feet to a 5/8 inch IPF rebar; thence turning S 42-48-49 E and running along the southwestern boundary line of LOT 7 for a distance of 100.28 feet to an IPP; thence continuing along the same bearing along the southwestern boundary line of LOT 5 to a ¾ inch crimped IPF; thence turning S 42-55-27 E and running along the southwestern boundary line for a distance of 149.27 feet to the POINT OF BEGINNING, be all measurements a little more or less.

For information purposes only:

Derivation: This being a portion of the property conveyed to Paragon Inc. of South Carolina, LLC, by Corrective Limited Warranty Deed of First Citizens Bank and Trust Company, said Deed dated April 18, 2016 and recorded May 4, 2016 in Book 1675 at Page 145 in the Office of the Clerk of Court for Orangeburg County, South Carolina.

TMS: Portion of 0818-17-10-001.000

(Cont'd)

Exhibit "A" (Cont'd)
Legal Description of Submitted Property

Parcel #2: The Lots (**NOT** PART OF THE COMMON AREA)

LOT 1, LOT 2, LOT 5, LOT 7, LOT 3-REV, LOT 4-REV, all as shown on the Plat referenced in the description of Parcel #1, above.

TMS Numbers:

Lot Number	TMS Number
LOT 5	182-05-04-003
LOT 7	181-17-09-024
LOT 1	Part of 182-05-04-001
LOT 2	Part of 182-05-04-001
LOT 4-REV	182-05-03-006 <i>and</i> 182-05-03-007
LOT 3-REV	182-05-03-005

Derivation: These LOTS being portions of the property conveyed to Paragon Inc. of South Carolina, LLC, by Corrective Limited Warranty Deed of First Citizens Bank and Trust Company, said Deed dated April 18, 2016 and recorded May 4, 2016 in Book 1675 at Page 145 in the Office of the Clerk of Court for Orangeburg County, South Carolina.