

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS, CONDITIONS,
) AND RESTRICTIONS FOR THE
COUNTY OF LEXINGTON) EMANUEL CREEK SUBDIVISION
_____)

This Declaration is made on the date hereinafter set forth by HURRICANE DEVELOPMENT AT EMANUEL, L.L.C., a South Carolina Limited Liability Company in good standing with the Secretary of State, and located in Columbia, South Carolina, as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of certain property in the County of Lexington, State of South Carolina, which is more particularly described on Legal Description, "Exhibit A", attached hereto and incorporated herein by reference, same being also referred to herein as "EMANUEL CREEK"; and

WHEREAS, said Declarant has deemed it desirable and efficient to preserve the value of the property through the imposition and application of those covenants, restrictions, reservations, easements, charges, and liens as hereinafter set forth; and

WHEREAS, said Declarant furthermore has deemed it desirable to provide for the creation and establishment of the "EMANUEL CREEK HOMEOWNERS' ASSOCIATION", for the purpose of exercising the functions as may be set forth herein:

NOW THEREFORE, the said Declarant hereby declares that the real property described in the Legal Description, "Exhibit A", attached hereto, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges, and liens hereinafter described and set forth.

ARTICLE I

Definitions

Section 1. "The Association" means the "EMANUEL CREEK HOMEOWNERS' ASSOCIATION", a non-profit eleemosynary corporation and entity to be established by the Declarant under South Carolina law with the S.C. Secretary of State for the purposes and intent as more fully set forth herein.

Section 2. "Common Area" means all of those parts, pieces, parcels, or tracts of land depicted and shown as "common area" within the Emanuel Creek subdivision as may be shown on the Bonded Plat of the Subdivision, said plat being filed with the Lexington County Office for the Register of Deeds, and as may be revised from time to time, said Revised Bonded Plat referenced as that plat prepared for Emanuel Creek Subdivision 3-A, but also showing Phase 3-B, by Anderson & Associates Land

Surveying, Inc., originally dated March 11, 2009, last revised on January 19, 2010, and recorded in the office of the Register of Deeds for Lexington County in Record Book 14065 at Page 324.

Section 3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding any person having such interest merely as security for the performance of an obligation.

Section 4. "Person" means an individual, corporation, partnership, trust, or any other legal entity.

Section 5. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions, as well as any amendments hereto, and to include any charges, and liens as hereinafter set forth, for EMANUEL CREEK Subdivision, and any further declaration of covenants, restrictions, reservations, easements, charges, and liens as may be imposed thereon later by the Declarant or its successor and/or assigns as provided for and authorized herein.

Section 6. "Member" means those persons entitled to and having membership in the EMANUEL CREEK Homeowners' Association as provided in this Declaration.

Section 7. "Grantor", "Declarant", or "Developer" means Hurricane Construction, Inc., its successors and assigns.

Section 8. "Assessment" means a member's share of the common expenses as assessed against a member of the Association as provided for by this Declaration.

ARTICLE II

Property Subject to this Declaration

Section 1.

(a) Existing Property. The real property which is and shall be owned, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lexington County, South Carolina, and is more particularly described in the Legal Description, Schedule "A", attached hereto.

The property heretofore described shall hereinafter be referred to as the existing property.

(b) Only the real estate described in subparagraph (a) of this Section is hereby made subject to this Declaration.

ARTICLE III

Membership

Section 1. Every person who is a record owner of a fee or undivided interest in any lot subject to this Declaration shall automatically be a member of the Emanuel Creek Homeowners' Association, hereinafter referred to as the Association; provided, however, that any such person who hold such interest merely as security for an obligation shall not be a member. Each member shall have a vote based upon the member's ownership of a lot in the subdivision, with each Lot Owner having One vote per Lot contained in the subdivision.

ARTICLE IV

Section 1. CREATION OF PERMANENT CHARGE AND LIEN OF ASSESSMENTS: PERSONAL OBLIGATION OF OWNERS: REMEDIES OF ASSOCIATION. Each of the lots described in Article II are hereby made subject to a lien and permanent charge in favor of the Association for annual assessments, and special assessments, and each lot hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such lot is made subject to this Declaration. These liens shall be for the payment of the assessments for maintenance, preservation, general appearance, and the management of the common areas.

ARTICLE V

Subordination of the Lien to Mortgage

Section 1. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

General Provisions

Primary Provision: Notwithstanding any provisions contained herein, the Declarant shall retain full control and decision making ability for all issues related to this Declaration until such time as the Declarant files an Amendment to this Declaration turning over complete control of the Homeowners' Association and Declarant status to the lot owners, it being the specific intent of the Declarant to retain control of all issues arising out of or related to this Declaration until the Declarant has completed the development and building in the Emanuel Creek Subdivision. This Primary Provision shall take precedence over any and all conflicting provisions of this Declaration.

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to this benefit of and be enforceable by the Developer. The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said

covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by the owners of two-thirds (2/3) of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be affective unless made and recorded one hundred and eighty (180) days in advance of the effective date of such change, and unless written notice of the proposed agreement/change is sent to every Owner at least ninety (90) days in advance of same taking effect.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. In the absence of any such address, effective notice may be obtained by mailing same to the record address on file with the Lexington County Treasurer's Office for the year notice is given.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Captions. The captions of each Section hereof as to the contents of each 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 sections to which they refer.

Section 6. Subdividing. No lot shall be re-subdivided without the written permission of the Declarant, its successors or assigns.

Section 7. Residential Use Only. All lots shall be used for single family residential purposes only; however, non-commercial garages may be permitted on the land. There shall be no more than two (2) detached buildings on any lot in addition to the residence, without written consent of the Grantor, its successors or assigns.

Section 8. Minimum Finished Square Footage Requirement. All residences shall be permanent in nature and shall contain no less than One Thousand One-Hundred (1,100) square feet and no more than Two Thousand Six-Hundred (3,200) square feet of finished heated floor space.

Section 9. Prohibition Against Temporary Buildings and Other Specific Items Being Located on Any Lot. No temporary buildings, tents, shacks, abandoned automobiles or other vehicles, mobile homes, camping trailers or modular homes shall be allowed on the premises except; however, boats, recreational vehicles and camping trailers belonging to the owners of a lot shall not be included in this restriction provided that same is not used for living quarters and is parked or located to the rear portion of the lot behind the residence and screened from view from the roadway within the subdivision. Same shall not be kept in an unsightly condition or manner visible from the roadways within the subdivision.

Section 10. Architectural Review & Approval Provisions. In order to maintain a high quality residential development, and to insure that all houses and other structures are of appropriate size and are of a harmonious and compatible design, properly located in relationship to neighboring structures, and adapted to the terrain of each Lot, the Declarant, its successors or assigns, retains full architectural control to achieve same. No building, fence, cover garage, or other structure of any nature shall be erected on the property until plans, specifications and plot plan showing the location of the structure shall have been submitted to and approved by the Declarant, its successors or assigns, or same is waived in writing by the Declarant or its successors and assigns (as in the case where the Declarant is building a residence on a lot within the subdivision or where a licensed building company or builder is the successor or assign of the Declarant), or where a committee designated by the Grantor, its successors or assigns, for that purpose has approved or waived same.

When this authority and responsibility has been turned over to the Homeowners' Association in writing by the Declarant or its successors or assigns and same has been filed of record with the Lexington County ROD, then from that date forward all specifications for exterior materials, color schemes, lighting schemes, and other details affecting the exterior appearance of all proposed structures and alterations to the existing structures, together with a nonrefundable application fee in a reasonable amount to be established by rule and regulations of the Association (not to exceed \$200.00) shall be submitted to and approved by the Association, its successors or assigns, prior to their incorporation onto the property or any structure located thereon. In the event the Declarant, its successors or assigns, fails to approve or deny any plans, specifications or plot plans within thirty (30) days from submission of the same, together with said nonrefundable application fee, said plans, specifications or plot plans shall be deemed to be approved; provided, however, that same do not violate any of the terms of these restrictions. The landscaping of the front and side yard of each lot must be completed within ninety (90) days of the owner of any lot occupying a finished home on any such subject lot. After the architectural control is transferred by the Declarant, its successors or assigns in writing to the Association, applicants shall be required to also submit a plot plan showing the position of the residence and any other structures proposed to be erected or place on the lot must be presented for approval and trees to be removed must be marked and approved before any clearing is done or trees removed from the lot.

Section 11. Set Back Requirements.

(a) No residence or building of any type shall be located closer than ten (10') feet from the right-of-way line for the roadway on which the property fronts, unless specifically consented to in writing by the Declarant, its successors or assigns.

(b) No residence or building of any type shall be located closer than three (3') feet to any sideline of the lot.

(c) No residence or building of any type shall be located closer than five (5') feet from the back line of the lot, unless specifically consented to in writing by the Declarant, its successors or assigns.

Section 12. Reservation of Easements for Utilities and/or Drainage, and/or Subdivision Entrance Signage & Improvements. Easements for installation and maintenance of utilities and drainage facilities

are reserved over the front, rear and side three (3') feet of each lot, or where ever same are shown to be located on, upon and/or across any lot on the "Final Plat" referred to herein and referenced in the Legal Description, Schedule "A", attached hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and that it shall be maintained continuously by owners of the lot, except for those improvements for which a public authority or utility company is responsible. An easement of Fifteen (15') feet is reserved to the Declarant and its successors and/or assigns for installation and maintenance of subdivision entry signage and improvements, including but not limited to the erection of a wall, fence, signs, related lighting and improvements.

Section 13. Prohibition Against Rubbish. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. During construction Owners shall be responsible for maintaining the lot and construction site in a clean and presentable condition. All trash and construction debris shall be collected and placed in trash or storage containers and shall not remain loose on the lot and/or construction site.

Section 14. Restrictions On Animals and Pets. Dogs, cats, and other household pets shall be allowed on the property. No horses, goats, pigs or other animals, including household pets, which shall constitute a nuisance or cause any unsanitary condition or any undesirable situation to any neighboring property shall be maintained on any lot. All pets shall be kept on a leash when outside of a fenced area of the neighborhood.

Section 15. Prohibition Against Noxious or Offensive Activities. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 16. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than thirty-six (36") inches by thirty-six (36") inches advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, that where a builder/contractor is in the process of construction, two (2) signs of said limitations shall be allowed so as to permit builder and realty company involved to identify same. All signs must be submitted to and approved by the Architectural Review Board before placement on the property.

Section 17. Wells. Each lot within the subdivision shall be serviced by either Town or County Sewer and Water. Lot Owners shall not have wells on any property located within the subdivision without express approval of the Declarant, the Declarant's assigns, or the Declarant's heirs. Should permission for a well or well installation be granted, the Lot Owner stipulates and agrees that all necessary permits and inspections shall be obtained by the Owner, including but not limited to any approval of the drinking water by the Department of Health and Environmental Control ("DHEC") or such local government regulatory agency or authority as may be applicable.

Section 18. Cutting of Hardwood Trees Restriction. No hardwood tree with a base diameter of

six (6") inches or more measured two (2') feet above ground level shall be cut without the permission of the Declarant, its successors or assigns. Provided, however, this restriction shall not apply to hardwood trees required to be removed to clear any homesite or to any hardwood trees endangering a residence or building on the premises. Violation of this paragraph shall result in a fine of Two Hundred and NO/100 (\$200.00) Dollars per tree and shall accrue interest at the rate of Twelve (12%) percent per annum until paid and shall be enforceable in the same manner as the assessments are enforceable as set forth herein.

Section 19. Maintenance of Landscaping. Each Owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures, and grounds located on each Lot in good condition and repair in a neat and attractive manner.

Section 20. Restrictions on Vehicle Parking on Streets. No automobile or other vehicle shall be permitted to remain parked on any streets within the subdivision for a period of time exceeding twenty-four (24) hours. Any automobile or other vehicle parked on a street within the subdivision must be removed within Twenty-Four (24) hours at the owner's expense. No commercial vehicles, semi trucks, or work vehicles shall be allowed in driveways of the neighborhood, except for police vehicles.

Section 21. Sanitary Containers. All trash cans, dumpsters, garbage receptacles, and other sanitary containers shall be properly installed or located either to the side of the house or inside the garage such that will completely screen said containers from view from any roadway within the subdivision. If said containers are required to be placed on the road for trash collection, the containers shall be placed on the road only on the morning of collection and shall be removed from the road the same day that garbage is collected.

Section 22. Modification, Amendment or Change in These Restrictions. As to all or a portion of this property, Declarant, its successors or assigns, hereby reserves the right to modify, change, waive or cancel any or all or any part of these restrictive covenants and easements at will, if in its sole judgment the development or lack of development of the property restricted herein or adjacent property makes that course necessary or advisable. Grantor also reserves the right to assign to a third party or a successor in interest all rights of Grantor contained or reserved herein. Same shall be effective upon the recordation of a document in the Office of the Register of Deeds for Lexington County granting and/or assigning such rights of the Grantor, its successors or assigns.

Section 23. All Lot Owners Shall Be Members of the Association, Assessments.

(a) Every owner of a lot within the subdivision is subject to assessment by and shall be a member of the Emanuel Creek Homeowners' Association and shall remain members during the period of ownership of the property. Membership shall be appurtenant to such lot, shall run with the land and may not be separated from ownership of any lot.

(b) The Association shall have two (2) classes of voting membership. "Class One Members" shall be all owners, with the exception of the Developer/Declarant, and such Members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members; and the vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. "Class Two Members" shall be

the Developer/Declarant, its successor and assigns as developer, and such members shall be entitled to the greater of three (3) votes for each lot for which it holds title or one (1) more vote than the total votes of the Class One Members. For the purposes of these restrictions, the subdivision shall include all of those lots described and delineated in the Legal Description, Schedule "A", and "Final Plat" referenced herein. Class Two Membership shall end when One Hundred (100%) percent of the lots contained in the subdivision have been conveyed to owners other than builders holding title for the purposes of development and sale, or at such time as the Declarant, or its successors or assigns, voluntarily relinquishes these voting rights, provided, however, that the one Hundred (100%) percent may be reduced at the option of the Declarant, its successors or assigns.

(c) Regular annual assessments shall not be due on any lot owned by the Declarant. Regular annual assessments for all other "Owners" shall be levied by the Declarant, its successors or assigns, in such amount as the Declarant, its successors or assigns, shall deem appropriate in its/their sole discretion, with the pro-rata amount of the annual assessment to be paid by a purchaser of a lot based on the date of purchase by an intended owner/occupant at closing. The annual assessment for year 2010 shall be Two-Hundred and NO/100 (\$200.00) Dollars per lot. The annual assessment shall not increase by more than Ten (10%) percent annually from the assessment amount for year 2010. This right to increase the annual assessment shall be cumulative, so that if the Declarant, its successors or assigns, does not increase the annual assessment amount in any given year, such right to increase the annual assessment amount shall not lapse but such increased amount shall carry over to succeeding years such that it is possible that an increase from one year to the next may exceed a Ten (10%) percent increase. All assessments shall be uniform for each lot except as set forth herein and shall be assessed against all lots at the time of assessment. The Declarant, its successors or assigns, shall give written notice of the regular annual assessment to each lot owner at least thirty (30) days in advance of the due date. In the event of a cash flow shortfall, the Declarant, its successors or assigns, shall have the option of paying such deficits of cash flow. Any expenses so paid by the Declarant, its successors or assigns, which are in excess of the amounts due from the Declarant, its successors or assigns, for the regular annual assessments for lots owned by the Declarant, its successors or assigns, shall be considered a loan to the Association, repayable under reasonable terms established by the Declarant, its successors or assigns. Any regular annual assessments against lots owned by the Declarant, its successors or assigns, shall not be due until the end of the period for which the regular annual assessment is established, provided, however, if the Declarant, its successors or assigns, owe regular annual assessments for the period for which the regular annual assessment is established, then any payment to the Association by the Declarant, its successors or assigns, shall be deemed the payment of the regular annual assessment, or a portion thereof, and shall not be considered a loan as provided for hereinabove. At the time of the closing of a lot by the Declarant, its successors or assigns, if the regular annual assessment for that period has been paid by the Declarant, its successors or assigns, that portion of the regular annual assessment that is attributable to the balance of the period shall be collected and paid to the Declarant, its successors or assigns, by the Purchaser of the lot. If at the time of closing of a lot by the Declarant, its successors or assigns, if the regular annual assessment for that period has not been paid by the Declarant, its successors or assigns, that portion of the regular annual assessment that is attributable to the balance of the period shall be collected and paid to the Association by the Purchaser of the lot. The assessments shall only apply to the lots as shown on the above referenced plat, and such additional real property as the Declarant, its successors or assigns, may designate, and any and all common areas and roadways shall be exempt from assessments, charges and liens created hereunder.

(d) In addition to the regular annual assessments, the Declarant, its successors or assigns, may levy in any year a special assessment for that year for the sole purpose of defraying, in whole or in part, the cost of any improvement, repair, or replacement of a capital improvement or part of the common areas (which must be fixed at a uniform rate for all lots), provided, that such assessment shall have the vote of more than Fifty (50%) percent of the membership present at a duly called/convened meeting with a quorum present required for such meeting. Written notice of any meeting called for the purpose of taking any action authorized under this provision, or to elect Directors and/or Officers, or to amend any by-laws of the Association shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At least Twenty-five (25%) percent of the eligible votes must be present in order to constitute a quorum. Upon approval of any special assessment, the Grantor, its successors or assigns, shall give written notice of the special assessment to each lot owner at least thirty (30) days in advance of the due date. All lot owners shall be required to pay such dues as are assessed and otherwise be bound to these rules, regulations, and by-laws of said Association during the period of ownership of property in Emanuel Creek Subdivision.

(e) It is anticipated that the Homeowners' Association will form a non-profit corporation for the purpose of receiving and maintaining any roadways, rights-of-way, and/or common property conveyed, transferred or assigned to same by the Declarant herein; however, it is expressly understood that the Grantor intends to transfer the roadways, streets, and right-of-ways to the County of Lexington and City of Cayce, dedicating same for the use and enjoyment of both residents, their guests and invitees as well as the general public. Declarant, its successors or assigns, shall have the authority and right to transfer, sell or assign all of its interest in and to the roadways and rights-of-way thereto, to a public or private entity without approval, agreement or consent of individual lot owners or the Association. Upon acceptance of any said roadways and/or rights-of-way, or interest therein, by a public entity or private for-profit or non-profit entity, the Grantor/Declarant/Developer, its successors or assigns, shall be released from any duty, liability and responsibility for operation, maintenance, care or protection of same.

(f) Assessments shall be based upon the calendar year, and pro-rated thereon based on actual time of ownership; however, same when due shall constitute a lien on the subject lots within the subdivision, enforceable by the Declarant, its successors or assigns, or the Association.

(g) Any assessment, whether the regular annual assessment and/or the special assessments, not paid within thirty (30) days after the due date shall bear interest from the date due at the rate of Twelve (12%) percent per annum. The Association may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her lot. If more than one (1) person owns a lot, then each shall be jointly and severally liable for the assessment and any late fees and interest thereon. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. In the event the Declarant, its successors or

assigns, or the Association retains an attorney for collection of the assessment amounts, or foreclosure of the lien, or any other remedy available, then all expenses incurred therein, including reasonable attorneys' fees, shall be added to the assessment amount and collected as a part hereof.

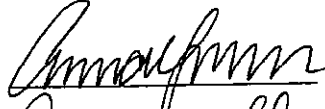
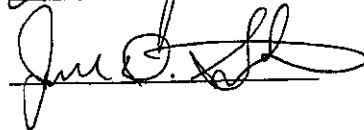
(h) In addition to the annual and special assessments, all Purchasers of lots in the subdivision shall pay a one-time transfer fee to the Declarant in the amount of Two-Hundred (\$200.00) Dollars. This initial transfer fee shall be used to defray the cost of managing the homeowner's association, maintaining common areas, and to pay other miscellaneous costs associated with the subdivision.

Section 24. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. An action to enforce these restrictions may be brought by the Declarant, its successors or assigns, or by any property owner.


Section 25. Excavation for Business or Commercial Purposes Prohibited. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Declarant, its successors or assigns, or the Architectural Control Committee.

IN WITNESS WHEREOF, HURRICANE CONSTRUCTION, Inc., Declarant herein, has caused this instrument to be executed this 14th Day of April, 20010, written pursuant to a resolution duly and unanimously adopted by its Members.

WITNESSES:

Hurricane Development at Emanuel, L.L.C.


By: Richard N. Romero, Authorized Agent
for Hurricane Construction, Inc.
Its: Sole Member

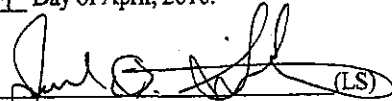
STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
_____)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named Declarant sign, seal and as their act and deed, deliver the within written Declaration for the uses and purposes therein contained; and that s/he with the other subscribed witness witnessed the execution thereof.



SWORN to before me this
14th Day of April, 2010.



(LS)
Notary Public for S.C.
My Commission Expires: 10-10-2013

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel, or tract of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as 45.17 acres, more or less, located on the northeastern side of the right of way for S-32-168, said property commonly known and referred to as Emanuel Creek Subdivision, Phase 3-A and 3-B, west of its intersection with the right of way for Old Barnwell Road on a Revised Bonded Plat prepared for Emanuel Creek Subdivision 3-A, but also showing Phase 3-B, by Anderson & Associates Land Surveying, Inc., originally dated March 11, 2009, last revised on January 19, 2010, and recorded in the office of the Register of Deeds for Lexington County in Record Book 14065 at Page 324. Reference to said plat is made for a more complete and accurate description, be all measurements a little more or less.

DERIVATION: This being that property deeded by S&B Corp., Inc. to Insite Development at Emanuel, L.L.C., now known after corporate name change as Hurricane Development at Emanuel, L.L.C., by deed dated June 22, 2007, and recorded with the Lexington County ROD Office on June 28, 2007 in Deed Book 12123 at Page 085.

TMS#: 005599-05-024

DECLARANT ADDRESS: 1049 Sunset Blvd., West Columbia, S.C. 29169