

**THIS TOWNHOME SUPPLEMENTAL DECLARATION IS SUBJECT TO BINDING
ARBITRATION PURSUANT
TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. § 15-48-10 ET SEQ.), AS AMENDED**

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

TOWNHOME SUPPLEMENTAL DECLARATION
FOR TOWNHOMES AT POCALLA SPRINGS

(Cross Reference: Book 1104, Pg. 3212)
(Cross Reference: Book 1128, Pg. 2689)
(Cross Reference: Book 1180, Pg. 2946)
(Cross Reference: Book 1268, Pg. 934)
(Cross Reference: Book 2012, Pg. 97)
(Cross Reference: Book 2012, Pg. 167)
(Cross Reference: Book 2022, Pg. 5)
(Cross Reference: Book 2023, Pg. 56)

THIS TOWNHOME SUPPLEMENTAL DECLARATION FOR TOWNHOMES AT POCALLA SPRINGS (the “Townhome Supplemental Declaration,” as further defined in Article I herein) is made this 11 day of April, 2023, by Dunlap Properties, LP, a South Carolina limited partnership (the “Declarant”, as further defined in Article I herein).

WHEREAS, Declarant is the owner of the property described in **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, the DECLARATION OF PROTECTIVE COVENANTS, AND CONDITIONS FOR POCALLA SPRINGS PHASE I was recorded on April 29, 2008, in the Office of the Register of Deeds for Sumter County in Book 1104 at Page 3212 (as amended and supplemented, the “Original Declaration”); and

WHEREAS, the Original Declaration may be amended or modified at any time by the Declarant, until the last Lot in said subdivision has been sold; and

WHEREAS, Declarant certifies that it owns at least one Lot in Pocalla Springs Subdivision as of the date of execution hereunder; and

WHEREAS, Declarant has added additional real property to the Properties and Lots, described in **Exhibit A** attached hereto and incorporated herein by reference, which real property has been and shall be held, sold and conveyed subject to the protective covenants and conditions of the Original Declaration; and

WHEREAS, Declarant desires to reaffirm that the real property described in Exhibit A is subject to the Original Declaration and any amendments or supplements thereto and such documents apply with equal force to all property within Pocalla Springs Subdivision; and

WHEREAS, the property described in **Exhibit B** is being developed for attached dwellings known as townhomes, and Declarant desires to supplement the Original Declaration in order to provide provisions specific to townhomes and the Townhome Property (hereinafter defined); and

NOW, THEREFORE, Declarant declares that the real property described in Exhibit B, annexed hereto and forming a part hereof, is hereby subjected to and encumbered by the Original Declaration and this Townhome Supplemental Declaration. The property described in Exhibit B, annexed hereto and forming a part hereof, and any other property hereafter subjected to the Original Declaration and this Townhome Supplemental Declaration as provided herein, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens, and other terms and provisions contained in the Original Declaration and this Townhome Supplemental Declaration, which shall bind the land, run with the land, and be binding upon all parties having any right, title, or interest in such property or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof. Declarant further declares that the real property described in Exhibit A, annexed hereto and forming a part hereof, has been and is subjected to and encumbered by the Original Declaration, as amended and supplemented.

ARTICLE I **DEFINITIONS**

Section 1. Definitions in Original Declaration. The definitions contained in the Original Declaration are incorporated herein by reference. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Declaration.

Section 2. Additional Definitions.

- (a) "Townhome Assessments" shall collectively refer to the annual and special townhome assessments set forth in Article V herein.
- (b) "Townhome Lot" shall mean and refer to any parcel of land located within the Townhome Property, whether improved or unimproved, which is intended for development, use, and occupancy for a single family-attached dwelling as shown upon any recorded subdivision plat for any portion of the Townhome Property, together with any improvements thereon, including any dwelling thereon.
- (c) "Townhome Lot Owner" shall mean and refer to the record owner or owners, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Townhome Lot, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor

shall the term "Townhome Lot Owner" mean or refer to any lessee or tenant of a Townhome Lot Owner. In the event that there is recorded in the Office of the Register of Deeds, a long-term contract of sale covering any Townhome Lot, the Townhome Lot Owner shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

- (d) "Townhome Property" shall mean and refer to the property described in Exhibit B hereto, together with any additional property that may be hereafter subjected to this Townhome Supplemental Declaration as provided herein.
- (e) "Townhome Supplemental Declaration" shall mean and refer to this Townhome Supplemental Declaration for TownHomes at Pocalla Springs, as it may be amended.

ARTICLE II **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Townhome Lots and placed on the dividing line between the Townhome Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing and Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Townhome Lot Owners who make use of the wall in proportion to such use. Each Townhome Lot Owner shall have an easement and right of access over an adjoining Townhome Lot as is reasonably necessary for the maintenance, repair, restoration, and/or replacement of the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Townhome Lot Owner who has used the wall may restore it, and if the other Townhome Lot Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Townhome Lot Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, a Townhome Lot Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Townhome Lot Owner to contribution from any other Townhome Lot Owner under this Article shall be

appurtenant to the land and shall pass to such Townhome Lot Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the board of directors of the Association, the board of directors of the Association shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon all parties and shall be a condition precedent to any right of legal action that either party may have against the other.

ARTICLE III **MAINTENANCE**

Section 1. Association's Responsibility. The Association shall provide exterior maintenance upon each Townhome Lot as follows: (1) paint, stain, maintain, repair, and replace roofs, gutters, and downspouts.

Except as otherwise provided herein, all costs associated with the Association's responsibilities under this Section shall be common expense of the Townhome Lot Owners and assessed equally against all Townhome Lots and Townhome Lot Owners, even though some Townhome Lots may require more maintenance than others due to differing amounts of exposure to the elements and other factors. Notwithstanding the foregoing, if the board of directors of the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act(s) of a Townhome Lot Owner, his or her family, guests, tenants, lessees, or invitees, and is not covered or paid for by insurance, then the Association may assess the cost of any such maintenance, repair, or replacement against the Townhome Lot Owner and the Townhome Lot Owner's Townhome Lot and such cost shall be added to and become a part of the assessments to which such Townhome Lot Owner is subject and shall become a lien against the Townhome Lot.

Section 2. Owner's Responsibility. Unless specifically identified herein or in the Original Declaration or the Supplemental Declaration as being the responsibility of the Association, all maintenance and repair of a Townhome Lot, including the dwelling and other improvements on the Townhome Lot, shall be the responsibility of the Townhome Lot Owner.

If the board of directors of the Association determines that any Townhome Lot Owner has failed or refused to discharge properly the Townhome Lot Owner's obligations with regard to the maintenance, repair, or replacement of items for which the Townhome Lot Owner is responsible hereunder, then the Association may, but shall not be obligated to, perform the repair, replacement or maintenance; provided, however, that, unless the board of directors of the Association determines that an emergency exists, the Association shall first give the Townhome Lot Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Townhome Lot Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement, deemed necessary. Unless the board of directors of the Association determines that an emergency situation exists, the Townhome Lot Owner shall have ten (10) days from the date of the notice within which to complete such

maintenance, repair, or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the board of directors of the Association determines that an emergency exists, or if any Townhome Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Townhome Lot Owner's sole cost and expense, and all costs shall be added to and become a part of the assessments to which such Townhome Lot Owner is subject and shall become a lien against the Townhome Lot.

ARTICLE IV **INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance by Townhome Lot Owners. All Townhome Lot Owners shall obtain, at such Townhome Lot Owner's expense, insurance coverage for their Lot and any improvements thereon. Said insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 2. Termite Bond. Each Townhome Lot Owner shall be required to maintain a current termite bond to protect his Lot and the improvements thereon. Said bond shall be sufficient to cover damage to Townhome Lot Owner and any adjoining units should an infestation spreads to adjoining Townhome Lot.

Section 3. Proof of Coverage. Each Townhome Lot Owner is required to provide to the Association a certificate of insurance evidencing the coverage required herein by January 31st of each year. The Association has no duty to ensure compliance by Townhome Lot Owners. The Association shall not be liable for any losses experienced by any party due to a Townhome Lot Owner's failure to obtain the insurance coverage required in this Article.

Section 4. Damage and Destruction.

- (a) **In General.** Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.
- (b) **Repair and Reconstruction.** Any damage or destruction by fire or other casualty to all or any portion of any improvement on a Townhome Lot covered by insurance written in the name of a Townhome Lot Owner must be repaired or reconstructed as promptly as reasonably possible under the circumstances, and the insurance proceeds shall first be applied to such repair or reconstruction. Except as otherwise provided herein, if the insurance proceeds are not sufficient to defray the cost of such repair or reconstruction, the shortfall shall be a common expense of the Townhome Lot Owners, and the board of directors of the Association shall have the authority to levy a special Townhome Assessment equally against all Townhome Lot Owners and Townhome Lots. Additional special Townhome Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from

insurance exceed the costs of repair or reconstruction, such excess shall be deposited for the common benefit of the Townhome Lot Owners and the Townhome Property. However, in the event that any improvement(s) on a Townhome Lot covered by insurance written in the name of a Townhome Lot Owner cannot be repaired or reconstructed because it would be illegal to do so under applicable law, the insurance proceeds attributable to the same shall be used to restore the damaged or destroyed property to a condition compatible with and in keeping with the overall appearance and quality of the community, and any remainder shall be distributed to the owner(s) of the damaged or destroyed property, or their mortgagees, as their interests may appear.

ARTICLE V

TOWNHOME ASSESSMENTS

Section 1. Annual Townhome Assessments. In addition to the assessments provided in the Original Declaration, and in addition to any other assessments set forth herein, each Townhome Lot Owner shall also pay to the Association annual townhome assessments to fund the actual and estimated costs and expenses of the Association in connection with the Association's responsibilities set forth herein or otherwise for the primary benefit of the Townhome Property and Townhome Lot Owners, including funding adequate reserves. All annual townhome assessments shall be a uniform amount for all Townhome Lots, and levied equally against all Townhome Lots and Townhome Lot Owners. The board of directors of the Association shall prepare an annual townhome budget, and shall fix the amount of the annual townhome assessment based on the budget for the year to which it applies.

Section 2. Special Townhome Assessments. In addition to the assessments provided in the Original Declaration and/or the Supplemental Declaration, and in addition to any other assessments set forth herein, each Townhome Lot Owner shall also pay to the Association special Townhome Assessments as provided herein. The board of directors of the Association shall have a right at any time, in its sole discretion and without the necessity of approval of the Townhome Lot Owners, to levy a special Townhome Assessments or assessments to cover any townhome budgetary shortfalls or unbudgeted expenses pertaining to the Townhome Property. All special Townhome Assessments shall be a uniform amount for all Townhome Lots, and levied equally against all Townhome Lots and Townhome Lot Owners.

Section 3. Payment and Collection of Annual and Special Townhome Assessments. All Townhome Assessments shall be paid in such manner and on such date(s) as established by the board of directors of the Association. All funds derived from Townhome Assessments shall be placed into a segregated account or accounts to be used in connection with the Association's responsibilities set forth herein or otherwise for the primary benefit of the Townhome Property and Townhome Lot Owners. All Townhome Assessments shall have the same status as assessments under the Original Declaration, shall be added to and become a part of the assessments to which such Townhome Lot Owner is subject under the Original Declaration, and may be collected in the same manner as the assessments set forth in the Original Declaration. All provisions of the Original Declaration governing enforcement and collection of assessments and

associated charges, including the lien and personal obligation therefor, shall apply to the collection and enforcement of Townhome Assessments.

Section 4. Commencement of Townhome Assessments. The obligation to pay Townhome Assessments shall commence as to each Townhome Lot immediately. For any Townhome Lot created after this Townhome Supplemental Declaration is recorded, the first annual townhome assessment shall be prorated according to the number of days remaining in the fiscal year to which the annual townhome assessment applies at the time the Townhome Lot is created.

ARTICLE VI **GENERAL PROVISIONS**

Section 1. Additional Easements. In addition to any easements set forth in the Original Declaration or otherwise provided by law, the following easements are hereby created, granted, and/or reserved with respect to the Townhome Property, which easements shall be in addition to and cumulative of any easements set forth in the Original Declaration, or otherwise provided by law. Nothing herein shall be construed to limit, restrict, or impair any of the easements set forth in the Original Declaration, or otherwise provided by law.

An easement and right to unobstructed access over, upon, and across each Townhome Lot is granted to/reserved to the Association to perform the maintenance and other responsibilities of the Association set forth herein, and to exercise any rights of the Association provided herein. Any fences allowed to be constructed on any Townhome Lots must contain an access gate or gates sufficient to allow the Association access to perform any of its responsibilities set forth herein and to exercise any of its rights provided herein, regardless of whether or not any gate is specifically mentioned in an approval by the Architectural Review Committee. Should any fence impede access needed by the Association to perform any of its responsibilities set forth herein or to exercise any of its rights provided herein, the Association shall have the right to remove the fence as necessary -- such removal and any replacement thereof shall be at the respective Townhome Lot Owner's or Owners' expense, and shall be added to and become a part of the assessment(s) to which such Townhome Lot Owner(s) is/are subject and shall become a lien against the respective Townhome Lot(s).

Each Townhome Lot Owner shall have an easement and right of access over an adjoining Townhome Lot for the purpose of maintenance and/or repair of such Townhome Lot Owner's Townhome Lot, including the maintenance, repair, restoration, and/or replacement of any dwelling or other improvements thereon. The easement shall be used only for such period of time and to such extent as is reasonably necessary in order to complete the needed maintenance, repair, restoration, and/or replacement. The Townhome Lot Owner exercising this easement right shall be liable for the prompt repair of any damage to the Townhome Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Townhome Lot shall be restored to substantially the same condition as existed prior to the damage.

Every portion of a Townhome Lot and/or the dwelling thereon which contributes to the structural support of a dwelling on another Townhome Lot shall be burdened with an easement for structural support.

Every Townhome Lot and dwelling thereon shall be subject to an easement for entry by the Declarant and/or the Association for the purpose of correcting, repairing or alleviating any emergency condition which arises upon any Townhome Lot or within any dwelling thereon and which endangers any attached dwelling structure or which constitutes or creates a safety issue.

There shall be reciprocal appurtenant easements for encroachment and overhang as between each Townhome Lot and such portion or portions of the Common Areas adjacent thereto or as between adjacent Townhome Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Townhome Lot and the adjacent portion of the Common Properties or as between adjacent Townhome Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of a Townhome Lot Owner, his or her family, guests, tenants, lessees, or invitees, or the Association.

Section 2. Enforcement. In addition to any other rights, remedies, or enforcement mechanisms provided for herein, this Townhome Supplemental Declaration may be enforced by the Association and/or any Owner(s) (including any Townhome Lot Owner(s)), in the same manner as the Original Declaration may be enforced by the Association or any Owners (including any Townhome Lot Owner(s)). Any violation of or failure to comply with this Townhome Supplemental Declaration shall be deemed to be and shall constitute a violation of or failure to comply with the Original Declaration, and all remedies, liens, enforcement rights, and enforcement mechanisms provided in the Original Declaration shall be applicable to and available for enforcement of this Townhome Supplemental Declaration.

Section 3. Duration and Amendments. The covenants, conditions, easements, restrictions, and other provisions of this Townhome Supplemental Declaration, as the same may be amended, changed, added to, reduced, or otherwise modified from time to time, shall run with and be binding upon the Townhome Property for the same duration as the Original Declaration is binding upon the Townhome Property.

This Townhome Supplemental Declaration may be amended, amended and restated, changed, added to, reduced, or otherwise modified at any time by an instrument signed by the Owners of at seventy-five (75%) per cent of the Townhome Lots, but only if also approved by the board of directors of the Association – such instrument must also be executed by the President and Secretary of the Association certifying the requisite approval by the board of directors of the Association in order to be effective.

Additionally, for so long as Declarant owns any portion of the Townhome Property, this Townhome Supplemental Declaration may be amended, amended and restated, changed, added to, reduced, or otherwise modified by Declarant without the consent of the Townhome Lot Owners.

Section 4. Annexation and Removal of Property. Additional property may be annexed into the Townhome Property and subjected to this Townhome Supplemental Declaration, or property may be removed from the Townhome Property and the operation of this Townhome

Supplemental Declaration, by amendment to this Townhome Supplemental Declaration in accordance with the procedure and requirements set forth in Article VI, Section 3 of this Townhome Supplemental Declaration, except that annexation or removal of any property shall also require the consent of the property owner.

Section 5. Mandatory Membership in Association. Every Townhome Lot Owner shall be a member of the Association, the provisions concerning membership, including voting rights, being more particularly set forth in the Original Declaration.

Section 6. Conflict with Original Declaration. In the event of a conflict between any provision(s) contained in this Townhome Supplemental Declaration and any provision(s) of the Original Declaration, the provisions of this Townhome Supplemental Declaration shall control as to the Townhome Lots and the dwellings and other improvements thereon.

Section 7. Sealed Instrument. This Townhome Supplemental Declaration is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S.C. Code Ann. § 15-3-520.

Section 8. Severability. Should any provision of this Townhome Supplemental Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Effective Date. This Townhome Supplemental Declaration shall be effective on the date it is recorded with the Office of the Register of Deeds for Sumter County.

IN WITNESS WHEREOF, Dunlap Properties, L.P. has caused this Townhome Supplemental Declaration to be executed and its seal to be affixed hereto this 11th day of April, 2023.

SIGNED SEALED AND DELIVERED
in the presence of:

Margaret A. Hank
(witness #1)

Carney D. Hendricks
(witness #2)

DUNLAP PROPERTIES, L.P.

By: [Signature] (L.S.)

Print Name: Tyler B. Dunlap, Jr.

Its.: Partner

STATE OF SOUTH CAROLINA

COUNTY OF Sumter

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ACKNOWLEDGEMENT

I, Camey D. Hendricks, Notary Public for the State of South Carolina, do hereby certify that Dunlap Properties, LP, by Tyler B. Dunlap, Jr., its Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 11th day of April, 20 23.

Camey D. Hendricks

Notary Public for South Carolina

My Commission Expires: March 14, 2029

EXHIBIT A

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Phase I of Pocalla Springs Subdivision containing 32.31 acres, more or less, and being more fully shown on a boundary plat thereof prepared by R. Brian Pate, P.L.S. dated April 28, 2008 recorded in Plat Book 2008 at Page 157 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Lot 62F of Pocalla Springs Subdivision all as more fully shown on a plat thereof prepared by Robert Brian Pate, P.L.S. dated August 21, 2009 and recorded August 31, 2009 in Plat Book 2009 at Page 226 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Phase 3 of Pocalla Springs Subdivision containing twenty (20) Lots identified as Lots 7A through 19A and Lots 22A-28A, all as more fully shown on a plat thereof prepared by Louis W. Tisdale, P.L.S. dated December 5, 2012 and recorded in Plat Book 2012 at Page 258 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Remaining Properties of Pocalla Springs Subdivision being more fully shown on a plat thereof prepared by Louis White Tisdale, P.L.S. dated April 20, 2012, and recorded in Plat Book 2012 at Page 97 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Plat Showing a Portion of Road Right-of-Ways Lying Within Pocalla Springs being more fully shown on a plat thereof prepared by R. Brian Pate, P.L.S. dated June 26, 2009, and recorded in Plat Book 2009 at Page 00167 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Pocalla Springs Subdivision Townhouses, Snead Road, Part 1, Units 1-12 & 26-37 being more fully shown on a

boundary plat thereof prepared by Louis White Tisdale, R.L.S. dated January 10, 2022 recorded in Plat Book 2022 at Page 5 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Pocalla Springs Subdivision Townhouses, Snead Road, Part 2, Units 13-17, 18-21 & 22-25 being more fully shown on a boundary plat thereof prepared by Louis White Tisdale, R.L.S. dated January 11, 2023 recorded in Plat Book 2023 at Page 56 in the Register of Deeds for Sumter County.

Aforesaid plats are specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses, and distances of the property concerned herein.

EXHIBIT B

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Pocalla Springs Subdivision Townhouses, Snead Road, Part 1, Units 1-12 & 26-37 being more fully shown on a boundary plat thereof prepared by Louis White Tisdale, R.L.S. dated January 10, 2022 recorded in Plat Book 2022 at Page 5 in the Register of Deeds for Sumter County;

ALSO

All those certain pieces, parcels and tracts of land with improvements thereon, situate, lying and being in the City and County of Sumter, State of South Carolina identified as Pocalla Springs Subdivision Townhouses, Snead Road, Part 2, Units 13-17, 18-21 & 22-25 being more fully shown on a boundary plat thereof prepared by Louis White Tisdale, R.L.S. dated January 11, 2023 recorded in Plat Book 2023 at Page 56 in the Register of Deeds for Sumter County

Aforesaid plats are specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses, and distances of the property concerned herein