

1883-594  
J.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR ASHETON LAKE

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REGISTER OF DEEDS

These Restrictive and Protective Covenants, made on the date hereinafter set forth, by  
Asheton Lakes Limited Partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

Whereas, the Declarant is the owner of certain property in Greenville County, South Carolina, which is more particularly described in an Exhibit A, attached hereto, which it intends to develop, pursuant to these Restrictive and Protective Covenants (the "Restrictions") into Asheton Lakes Subdivision (the "Subdivision") consisting of Single Family Residential Dwellings as defined herein; and

Whereas, the Subdivision has been completed to the extent that a plat thereof has been prepared and Declarant intends to convey individually numbered Lots in the Subdivision (each a "Lot", or, collectively "Lots") subject to a uniform system of covenants, restrictions, uses and charges as hereinafter set forth;

Now, therefore, Declarant hereby declares that all the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are imposed for the purpose of enhancing and protecting the value, desirability and attractiveness of both the property shown thereon and that which may be added and annexed hereunder subsequent to the date hereof. These easements, restrictions and covenants shall run with the title to the property and shall inure to the benefit of each owner thereof, their respective heirs, successors and assigns, and to the Asheton Lakes Homeowners' Association ("ALHA") as that term is used herein.

These covenants herein imposed shall be binding on all persons claiming under them until December 31, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of the numbered Lots in the Subdivision, it is agreed to change the covenants and restrictions in whole or in part.

I. USES PERMITTED AND PROHIBITED

1. Each Lot in the Subdivision shall be used solely for residential purposes. Each house constructed upon each Lot shall be exclusively a single family residential dwelling ("Permitted Dwelling") and shall be built as follows:

- a. On Lots 101 through and including 147 (Zone I) only Single Family Detached Homes; and
- b. On Lots 201 through and including 245 (Zone II) only Single Family Detached Patio Homes; provided, however, that Declarant specifically reserves the right at its sole

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and absolute discretion, to re-designate the Permitted Dwelling requirement for Lots 201 through and including 245 (Zone II) from "Single Family Detached Patio Homes" to "Single Family Detached Homes".

2. If at any time prior to the conveyance by Declarant of the last Lot listed above, Declarant may, without the consent or joinder of the Owners of any Lot(s), annex a part of the property shown as Zone III on the recorded plat for the Subdivision. Such annexation shall be accomplished by filing an amendment to the Restrictions with the Greenville County Register of Deeds in which the annexed property is described.

3. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected upon any Lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

4. No house trailer shall be placed on any Lot, either temporarily or permanently. Any camping trailer, recreational vehicle, boat and/or similar equipment, used for the personal enjoyment of a resident of a Lot, must either be stored in the garage or removed from the site within twenty-four hours from the time such object was placed on any Lot. No tree houses, storage sheds or playhouses shall be erected on any Lot, unless previously approved in writing by the Architectural Review Committee.

5. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No part of any of the property shall be used for any business or commercial purpose.

6. No animals shall be kept, maintained or quartered on any Lots except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.

7. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Review Committee.

8. Nothing herein contained shall be construed to prevent any contractor or builder approved by Declarant and actively working in the Subdivision from maintaining temporary sales offices and storage on any Lot while the Subdivision is in the process of being developed and while houses are under construction within the Subdivision.

9. Garbage, trash cans, wood piles and clothes drying lines must be so located that they will not be visible from any street.

10. Property owners shall be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely

affected and traffic hazards will not be created. Further, all owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property.

In the event any Lot owner shall fail to maintain his or her Lot to the standards set forth herein, ALHA shall have the right to enter upon such Lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the Lot owner(s) to ALHA. In the event such reimbursement does not occur within a reasonable time following demand from ALHA, the outstanding sum shall be deemed to be an Assessment and processed pursuant to the provisions set forth in sections V(4) and V(5) herein. Vegetable or ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any Lot.

11. No window air conditioning units shall be installed in any building.

12. Any wall, fence or hedge which may be installed on any Lot shall not be higher than 36 inches from the ground and shall not be erected closer to the front Lot line of any numbered Lot than the rear wall of any structure unless written permission to do otherwise shall have been obtained from the Architectural Review Committee. No fence shall be constructed by chain link wire or similar metal or plastic material on any portion of any Lot. Only painted wooden fences and hedges are allowed in the front and side yard with a maximum height of 36 inches and must be approved by the Architectural Review Committee.

13. Provisions must be made by property owners for off-street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street right-of-way for long periods of time during the day or night will not be permitted.

14. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any Lot or on any common area.

15. No fireworks of any kind shall be stored or used on any Lot or in the common area or in any portion of any public road or street in the Subdivision.

16. Each Lot upon which a Permitted Dwelling has been constructed shall have a mailbox of a type and size specified by Declarant or the Architectural Review Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.

17. Landscaping for each Lot shall have an initial minimum budget of \$5,000 including sod, fine grading, seeding, plants, material and labor. The landscaping plan to be submitted for each Lot shall specifically provide for the installation of indigenous plant species within the 25' buffer on each perimeter Lot as shown on the recorded Subdivision Plat.

18. If vinyl material is used on the exterior of any Permitted Dwelling, with the exception of vinyl boxing, there must be at least 5 inches vinyl cornerboards or wooden cornerboards.

19. The area in the road right-of-way which lies between the edge of the paved roadway surface and the front line of each Lot shall be maintained by such Lot owner as well as the entire Lot.

20. All garages shall have doors which: 1) shall be attached onto such garage; 2) must be closed except when in use; and 3) provide entry into such garage from the side or rear (unless the Architectural Review Committee specifically waives such requirement). Garages may be either attached to the Permitted Dwelling or constructed as an unattached structure in the sole and absolute discretion of the Architectural Review Committee.

21. All chimneys shall be stone, stucco or masonry.

22. Each Lot owner is responsible for repairing damage to the sidewalks, road right-of-way, paving and curb caused during construction of improvements. Furthermore, each Lot owner is responsible for maintaining the sidewalk in his or her yard to match existing sidewalk.

23. No signs shall be placed upon any Lot without the prior approval of the Architectural Review Committee.

24. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) shall be permitted. The only permitted exterior lighting will be by standard exterior lampposts no greater than eight feet above ground elevation or by spotlights mounted on the Permitted Dwelling, approved in advance by the Architectural Review Committee.

25. No Lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter.

26. No brick face on the front of house with vinyl wrapped around three sides of the house will be allowed.

27. No Lot owner will allow silt or erosion to materially adversely affect the streets in the Subdivision or adjacent Lots. If this event occurs, Declarant has the right, not the obligation, to correct the problem and charge cost to the Lot owner.

## II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No Permitted Dwelling shall be erected on any Lot nearer to the front Lot line than the building setback line as shown on the recorded plat.

2. No Lot shall be recut without first obtaining the written permission of the Architectural Review Committee created under Article III hereof.

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3. Nothing herein contained shall be construed to prohibit the use of more than one Lot or portions of one or more Lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Review Committee and, provided further, said site faces as required by these restrictions and the recorded plat.

4. Each Permitted Dwelling in the Subdivision shall contain the minimum floor space as follows:

- a) For a One (1) story house - 2,200 square feet;
- b) For a One and one-half (1 1/2) house - 2,800 square feet;
- c) For a Two (2) story house - 2,800 square feet.

Lower square footage may be allowed upon review by the Architectural Review Committee. In calculating the minimum floor space, only the heated area of the Permitted Dwelling and one-half of the heated space in basements shall be included. Any area comprising porches, garages, breezeways, and unfinished attics shall be excluded.

5. No garage or other outbuilding more than two stories in height shall be erected upon any numbered Lot.

6. No above ground swimming pools may be constructed on any number Lot.

### III. ARCHITECTURAL CONTROL

1. An Architectural Review Committee is hereby created which shall be initially composed of an individual appointed by the Declarant, Arbor Engineering, Inc. and Wade Barber. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Architectural Review Committee.

2. No improvements, buildings, fences, structure whether permanent or temporary, including but not limited to television satellite dish systems shall be erected, placed or altered on any Lot or Lots until and unless building plans, specifications and plot plan of such residence, structures or television satellite dish systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing Permitted Dwellings or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Review Committee. Exterior television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Architectural Review Committee. Satellite dishes greater than 24 inches in diameter will not be allowed unless approved by the Architectural Review Committee.

3. No wall or fence shall be erected or placed on any Lot, whether as part of the original Permitted Dwelling design or a later addition, without prior written approval from the Architectural

Review Committee. The Architectural Review Committee shall have the right to refuse to approve any such fencing, taking into consideration the suitability of the proposed fencing, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other Permitted Dwellings already constructed and what effect it will have on adjacent neighboring property.

4. Prior to the commencement of any structure on a Lot, each Owner shall submit to the Architectural Review Committee, in duplicate, plans and drawing, which shall have been prepared in a 1/4 inch scale or larger, which shall contain at a minimum:

- a) front, rear and side elevations;
- b) floor plans;
- c) the area of heated floor space;
- d) exterior building material to include manufacturer, color and texture;
- e) exterior trim color;
- f) roofing material, color, overhang and pitch (which shall be at least 8/12 minimum);
- g) (on a scale of one to fifty or larger) site plan showing foundation of all structures, walks driveways, fences and drainage plans;
- h) professionally prepared landscape plan of front yard, side yards and rear yard;
- i) estimated completion dates of all construction and improvements; and
- j) any treatment required to adequately handle surface water run-off due to changes in topography, it being the responsibility of each Lot owner and all persons or entities employed by such person to assist in the construction of any building or improvements on such Lot to control the discharge of surface water or sediment from such Lot onto or upon any part of the Subdivision.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Review Committee, in care of Clifton Land & Timber, 12 Lavinia Avenue, Greenville, South Carolina 29601. One complete set shall be retained by the Architectural Review Committee and the second complete set shall be returned to the applicant, with the Architectural Review Committee's approval or disapproval clearly noted thereon.

5. In the event said Architectural Review Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to and received by

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said Architectural Review Committee, and if no suit to enjoin the erection or alteration of such building or improvement, to include, but not be limited to, any outbuilding, wall or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Architectural Review Committee, nor to any Lot owner or other person.

6. No member of the Architectural Review Committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

7. The Architectural Review Committee is authorized to approve, disapprove, or ratify, the initial construction or alteration of any building, improvement, structure, wall, fence, landscaping as well as the other items set forth under Sections I, II, III, and VI at the sole discretion of the Architectural Review Committee, to include any variances which the Architectural Review Committee approves in its sole discretion. Such approval, disapproval, or ratification shall be requested in writing and, once given, shall be binding on all persons subject to these Restrictions.

8. The construction of any improvement on any Lot shall be performed only by a licensed contractor or builder.

9. Once construction shall have commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than fourteen (14) consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within nine (9) months from the date such construction shall have commenced.

10. The Architectural Review Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at Architectural Review Committee's sole discretion.

11. Any damage(s) to any street, curb, sidewalk, catch basin, street light, grassed area or gutter which occurs as a result of construction conducted on any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Architectural Review Committee shall have the right to delegate such completion to ALHA, and all costs and expenses incurred in completing such work shall be immediately due and owing by such Lot owner. In the event such amount is not liquidated by the appropriate owner within a reasonable time following notice thereof, the outstanding sum shall be deemed an assessment and processed pursuant to the provisions set forth in Sections V(4) and V(5) herein.

#### IV. EASEMENTS

1. An easement is reserved over front and side Lot lines five (5) feet in width on each interior Lot and ten (10) feet in width over the rear Lot line on each interior Lot for the installation, operation, and maintenance of utilities and for drainage purposes. On each Lot which abuts property other than that owned by Declarant, an easement five (5) feet in width on the front and side Lot lines and fifteen (15) feet in width on the rear Lot lines is reserved for the installation, operation and maintenance of utilities and for drainage purposes. Any additional easements across individual Lots as are shown on the recorded plat for the Subdivision, are also reserved.

2. Declarant specifically reserves the right to grant specific easements for local service over any Lot for the installation and maintenance of utilities and cable television to the providers of such service. On each Lot which has a creek or stream as one or more of its exterior lines, Declarant reserves a further easement of unspecified width but reasonably sufficient in measure to accommodate the installation, operation, and maintenance of drainage and utility devices.

#### V. RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

1. Declarant will build a recreation facility on a parcel of land (shown as a portion of Zone III, labeled "Zone III Recreation Area" on plat entitled "Asheton Lakes, Sheet 1 of 2, Zone II - Patio Home Lots") which shall be deeded by the Declarant, following the completion of such construction, to Asheton Lakes Homeowners' Association, Inc. (a corporation to be formed) for recreation facilities for the use and enjoyment of all residents of the Subdivision. Further, Declarant shall convey to the ALHA that portion of the Subdivision shown on the Plat as "Common Area" (Zone IV), and all bodies of water, foot paths and improvements located or constructed therein shall be for the use and enjoyment of all residents of the Subdivision.

2. At such time as it shall be deemed appropriate by Declarant, but not later than when the last Lot is sold in the Subdivision, a not-for-profit corporation shall be formed, by Declarant pursuant to the laws of the State of South Carolina, to be named "Asheton Lakes Homeowners' Association, Inc.". Asheton Lakes Limited Partnership will control the Asheton Lakes Homeowners' Association until the last Lot is sold or sooner if it chooses to turn control over to the residents of the Subdivision. This entity (ALHA) shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. ALHA shall adopt provisions relating to the manner in which business shall be transacted in the form of "By-Laws". The acceptance of a deed by Grantee shall be construed to be a covenant by Grantee to abide by said By-Laws.

3. The owner of every Lot located in the Subdivision shall be a member of said ALHA corporation. Declarant shall be entitled to two (2) votes for each Lot it owns in the Subdivision and all other owners shall be entitled to one (1) vote for each Lot owned, regardless of the number of Lots used to create on residence. When title to a Lot is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine, but in such case not more than one (1)

vote shall be cast per Lot owned by Declarant. Membership in the above referenced recreational facility shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.

4. An annual assessment consistent with the By-Laws of ALHA shall be levied by ALHA against each Lot in the Subdivision for costs associated with various amenities, including, but not limited to, recreation facilities, landscaping, street lights, street signs, entrances, all utility bills associated with the aforementioned, insurance (both structural and liability) and various miscellaneous expenses. The initial annual assessment for each Lot related to owning and/or operating the recreation facilities, maintaining common areas, and managing the affairs of Asheton Lakes Homeowner's Association will be Four Hundred Dollars (\$400.00) with the exception of Lots owned by the Declarant. In the case of the Lots owned by the Declarant, there will be no annual assessment. The annual assessment is subject to change pursuant to the provisions of the By-Laws of ALHA and said assessment shall be due and payable to ALHA on the 1st of January of each year to cover that fiscal year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at 1 1/2% per month or the legal rate of interest, whichever is less. The acceptance of a deed conveying title to a Lot by a Grantee(s) shall be construed to be a covenant by such Grantee(s) to pay said assessment, which covenant shall run with the land and be binding upon said Grantee(s), his or her successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of ALHA or abandonment of the property. The prorata share of said annual assessment will be due at each Lot closing beginning on the date hereof.

5. ALHA shall have the right to suspend the voting rights and right to use the facilities of a resident for any period during which any assessment, either annual or special, remains unpaid for a period of thirty (30) days or for any infraction of its published rules and regulations. In the event of non-payment of any assessment set forth herein, ALHA may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed, and interests, costs and attorneys' fees shall be added to the amount of such assessment. The lien of ALHA against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. Failure by ALHA, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

6. The lien for non-payment of the assessments provided for herein shall be subordinate to the lien of any mortgage lien or any lien of laborers, contractors, or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by ALHA for foreclosure due to nonpayment of its assessments.

Sale or transfer of any Lot shall not affect any duly perfected lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become

due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by ALHA to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

7. Until such time as Declarant forms ALHA, Declarant is empowered to perform the functions that will be performed by ALHA and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During the interim period, Declarant shall have the power to collect the annual assessment imposed pursuant to Section V(1) and Section V(4) herein for the purposes therein provided.

#### VI. MISCELLANEOUS

1. No signs, except those approved by the Architectural Review Committee, shall be permitted on any residential Lots except that a single sign offering the property for sale or for rent may be placed on any such Lot, provided such sign is not more than 24 inches wide and 20 inches high and approved by the Architectural Review Committee.

2. The property within the Subdivision is hereby declared to be a bird sanctuary and hunting of any bird is specifically prohibited.

3. In the event a dwelling is damaged or destroyed and the owner does not begin repair or reconstruction within thirty (30) days following such damage or destruction, such owner shall remove or cause to be removed, at his or her expense, all debris from the Lot so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Lot until paid by the owner and may be foreclosed in the same manner set forth in Article V as liens for assessments.

4. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of these covenants and to the By-Laws of the Association.

5. If the undersigned, or its successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any Lot situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to recover damages or other dues for such violation.

6. Invalidation of any one or more of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the said developers have hereunto set their hand and seals this  
6 day of December, 1999.

WITNESS:

Renee Clifton  
D. Blakely, Jr.

ASHETON LAKES LIMITED PARTNERSHIP

By: Kenneth C. Clift  
Its: General Partner

CONSENT

The National Bank of South Carolina, the holder of the mortgage recorded in ROD Office for Greenville County in Mortgage Book 3212 at page 1697, the lien of which covers the Subdivision, does hereby consent to the within covenants and acquiesces in the imposition of said covenants on such property.

In Witness Whereof, the undersigned has hereunto set its hand and seal this 6<sup>th</sup> day of December, 1999.

WITNESS:

Beverley K. B.  
Connie L. Hoggman

THE NATIONAL BANK OF SOUTH CAROLINA

By: Susan Bready  
Its: VICE PRESIDENT

Book 1883-605

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Asheton Lakes Limited Partnership by its duly authorized officer, sign, seal, and as its act and deed, deliver authorized officer, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 6  
day of December, 1999.

J. Blakely, Jr.

Linda D. Fonseca  
Notary Public for South Carolina  
My Commission Expires: 3/16/09

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF GREENVILLE )

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PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named National Bank of South Carolina, by its duly authorized officer, sign, seal, and as its act and deed, deliver authorized officer, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Beverley King

SWORN to before me this 6th  
day of December, 1999.

Connie L. Chapman  
Notary Public for South Carolina  
My Commission Expires: 10/22/2004

EXHIBIT A

All that certain piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina containing 52.074 acres, more or less as shown on plat entitled "Boundary Survey for Ken Clifton", dated February 11, 1998 prepared by Wooten Surveying Co., recorded in the Greenville County ROD Office in Plat Book 39-K at page 47 and having, according to said plat the following metes and bounds to-wit:

BEGINNING at point on the northern edge of the right-of-way of Woodruff Road at the joint front corner of the within tract and a tract of land entitled Eastridge - Section II, said point also being 403.00 feet more or less from intersection of Woodruff Road and Glencove Court; and running thence, along said right-of-way N 43-13-28 W 848.84 feet to a  $\frac{1}{2}$ " rebar; thence, along a curve the chord of which is N 43-30-15 W 14.55 feet to a  $\frac{1}{2}$ " rebar; thence, N 48-04-29 E 285.14 feet to a  $\frac{1}{2}$ " rebar; thence, N 35-37-41 W 123.87 feet to a  $\frac{1}{2}$ " rebar; thence, S 83-46-34 W 174.58 feet to a  $\frac{1}{2}$ " rebar; thence, S 38-18-04 W 178.72 feet to a  $\frac{1}{2}$ " rebar; thence, along a curve the chord of which is N 58-49-35 W 389.00 feet to a  $\frac{1}{2}$ " rebar; thence, N 05-02-07 E 26.35 feet to an old iron pin found, that is in the line of the property of the within tract and a tract of land belonging now or formerly to Southside Baptist Church; thence, N 47-24-29 E 1077.65 feet to a concrete monument found; thence, N 39-19-03 E 360.62 feet to a  $\frac{5}{8}$ " rebar; thence, S 73-11-46 E 1372.97 feet to a point; thence, S 25-37-08 W 224.39 feet to a point; thence, S 39-33-20 W 650.34 feet to a point; thence, S 40-15-00 W 1170.90 feet to a point on the northern edge of the right-of-way of Woodruff Road, the point and place of beginning.

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EXHIBIT B

All those certain pieces, parcels or lots of land, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lots 201 through and including 245, on survey entitled "Asheton Lakes, Sheet 1 of 2, Zone II - Patio Home Lots" prepared by Arbor Engineering, Inc., dated September 24, 1999, recorded in the Greenville County RMC Office in Plat Book 40-Z at page 67 on December 6, 1999 reference to which plat is hereby craved for a more complete and accurate description by the metes and bounds thereof; and

ALSO:

All those certain pieces, parcels or lots of land, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lots 101 through and including 147, on survey entitled "Asheton Lakes, Sheet 2 of 2, Zone I - Single Family Home Lots" prepared by Arbor Engineering, Inc., dated September 24, 1999, recorded in the Greenville County RMC Office in Plat Book 40-Z at page 68 on December 6, 1999 reference to which plat is hereby craved for a more complete and accurate description by the metes and bounds thereof.

*Judy B. Hin*