

Asheton Springs Homeowners Association
Simpsonville, SC 29681

Letter to Asheton Springs Homeowners
Subject: Neighborhood Covenants
Date: May 4, 2004

Based on a number of inquiries to the Asheton Springs Homeowners Association (ASHA) Board, we feel that it is important to ensure that everyone in the neighborhood has a copy of at least the key provisions of the Restrictive and Protective Covenants for the Asheton Springs Subdivision. Each homeowner should have received a full copy of these Covenants at the closing of the purchase of their home or lot so only a partial copy is enclosed.

The Covenants were written and adopted in order to provide a vehicle for protecting the value of each homeowner's investment. The objective is to maintain a standard of construction and maintenance that supports the investment each homeowner made in their property. Included in the Covenants are restrictions for uses of the property, setbacks, location and size of improvements and lots, architectural control, and easements. An Architectural Committee (a subcommittee of the Homeowner's Board) was established as a clearinghouse for these elements of the Covenants.

Some of the key elements of the Covenants are:

- All improvements, buildings, fences, structures whether permanent or temporary, including satellite disc systems must be submitted to the Architectural Committee for review and approval prior to commencement of any construction.
- A detailed set of plans must be presented to the Architectural Committee for the project review prior to construction.
- All construction by any Owner shall be performed by a licensed contractor or builder.

Additionally, specific to the Uses Permitted and Prohibited section of the Covenants there are restrictions on outbuildings, storage of RVs/boats/cars/etc., signage, and maintenance of landscaping among other elements. Specific to the Setbacks section there are restrictions on building distances from lot property lines among other elements.

Please review the Covenants at your earliest convenience. We feel that it is important to maintain the standards set forth in the Covenants. If there are any questions concerning these Covenants, please give Chuck Hall a call at 234-0584. Chuck also serves as the contact for the Architectural Committee.

Sincerely,

The Asheton Springs Homeowners Board

Worley

BOOK 1578 PAGE 4 ✓

FILED
3 52 PM '94
R.H.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RESTRICTIVE AND PROTECTIVE
COVENANTS FOR ASHETON SPRINGS
SUBDIVISION

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

W I T N E S S E T H:

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 Springs (the "Subdivision").

Whereas, Phase One of the Subdivision has been completed to the extent that a plat thereof has been prepared and Declarant intends to convey Lots in Phase One subject to a uniform system of covenants, restrictions, uses and charges as hereinafter set forth; and

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 which shall inure to the benefit of the Asheton Springs Homeowners' Association ("ASHA") 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 Asheton Springs, it is agreed to change the covenants and restrictions in whole or in part.

I. USES PERMITTED AND PROHIBITED

1. Each numbered lot in the Subdivision shall be used solely for residential purposes. All houses constructed upon each numbered Lot shall be used exclusively for single family residential dwellings ("Permitted Dwelling").

3-24 5625 3 6700

2. 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.

3. No house trailer shall be placed on any Lot either temporarily or permanently. Any camping trailer, RV's, boats 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. No tree houses, storage sheds or playhouses shall be erected on any Lot, unless previously approved in writing by the Architectural Committee.

4. 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.

5. 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.

6. 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 Committee.

7. Nothing herein contained shall be construed to prevent the contractors actively working in Asheton Springs approved by Declarant 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 development.

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

9. All fuel tanks or containers shall be buried underground consistent with normal safety precautions.

10. Property owners will 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 owner shall fail to maintain his or her lot to the standards set forth herein, then ASHA 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 ASHA. In the event such reimbursement does not occur within a reasonable time following demand from ASHA, 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. No wall, fence or hedge above 36" tall shall be erected closer to the front street 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 Committee. No fence shall be constructed of 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 Committee.

13. Provisions must be made by the 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 rights-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 on any portion of the property or any public or private road or street in the Subdivision.

16. Each Lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant or the Architectural 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 \$4,000 including sod, fine grading, seeding, plant material and labor.

18. If vinyl material is used, there must be at least 5" vinyl cornerboards or wooden cornerboards.

19. The area in the road right of way in front of lot must be maintained by lot owner as well as the entire lot.

20. All houses must have garage doors into garage and garage doors must be closed except when in use.

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

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

23. No signs shall be used upon any lot without the approval of the Architectural Review Committee.

24. No home shall be constructed having an initial asking price of less than \$185,000.

25. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) will 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 residence structure, approved in advance by the Architectural Committee.

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

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

28. Side and rear entry garages will be required except in rare instances approved by the Architectural Review Committee.

29. No lot owner will allow silt or erosion to materially adversely affect the streets in Asheton Springs 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 building shall be erected on any Lot nearer to the front Lot line than the building setback line as shown on the recorded plat.

No residence shall be nearer to any side Lot line than a distance equal to 10% of the width of the Lot measured at the front wall of the structure. The rear building set back line for a residence on lot numbers 16, 17, 18 is sixty (60) feet unless a variance is agreed to by the Architectural Committee and the Asheton Homeowners' Association. The rear set back line for any detached garage or outbuilding on lot numbers 16, 17, and 18 is ten (10) feet. The Architectural Committee will approve a minimum front set back line on lot numbers 16, 17, and 18, of twenty (20) feet.

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

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

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

- a) For a One (1) story house - 2000 square feet
- b) For a One and one-half (1 1/2) house - 2400 square feet
- c) For a Two (2) story house - 2400 square feet

In calculating the minimum floor space, only the heated area of the Permitted Dwelling shall be included. Any area comprising porches, garages, breezeways, and unfinished attics shall be excluded. Heated space in basement will get only one-half credit.

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 numbered Lot.

III. ARCHITECTURAL CONTROL

1. An Architectural Committee ("Committee") is hereby created which shall be initially composed of Joseph W. Jelks III, Jerry N. Marsh and Bobby G. Sexton and an independent party that may be named by Jelks, Marsh and Sexton. 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 Committee.

2. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to television satellite disc 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 disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other building and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee. Exterior television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Architectural Committee. Satellite dishes will be prohibited unless totally concealed by fencing or landscaping.

3. Any wall or fence proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee. The Architectural 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 residences already constructed and what effect it will have on the adjacent neighboring property.

4. Prior to the commencement of any construction, each Owner shall submit to the Committee, in duplicate, plans and drawings, which shall have been prepared in a 1/8th 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 and pitch (which shall be at least 6/12)
- g) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage plans

- h) landscaping plan of front yard, side yards and rear yard
- i) estimated completion dates of all construction and improvements
- 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 improvement on such Lot to control the discharge of surface water or sediment from such Lot onto or upon any other part of the Subdivision.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee, in care of Joe W. Jelks III, P.O. Box 25819, Greenville, SC 29616. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the Committee's approval or disapproval clearly noted thereon.

5. In the event said Committee fails to approve or disapprove such designs and plans within thirty(30) days after said plans have been submitted to it, 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 Committee, nor to any Lot owner or other person.

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

7. The 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 Committee to include any variances which the 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. All construction by any Owner shall be performed 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 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 commencement date.

10. The 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 Committee's sole discretion.

11. Any damage(s) to any street, curb or gutter which occurs as a result of construction activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Committee shall have the right to delegate such completion to ASHA, and all costs and expenses incurred in completing such work shall be immediately due and owing by Subdivision 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 Section 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 Asheton Springs, 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 by June 30, 1995 either build a recreation facility on 3+/- Acres of land adjacent to Asheton Way to be deeded by the Asheton Homeowners Association, Inc. to Asheton Recreation Center, Inc. (a corporation that may be formed) for recreation facilities for the use and enjoyment of Asheton, Asheton Springs, and Cottage Hill residents per terms similar to those outlined in Exhibit B or Declarant will build a recreation facility within Asheton Springs for the use and enjoyment of the residents in Asheton Springs and Cottage Hill in either case which will include a clubhouse, pool, and two tennis courts. The initial annual assessment for each lot related to owning and/or operating any recreation facilities, maintaining common areas, and managing the affairs of Asheton Springs Homeowners' Association will be Four Hundred Dollars (\$400.00) with the exception of lots owned by the Declarant and lots owned by licensed builders designated by the Declarant. In the case of the lots owned by the Declarant, there will be no annual assessment, and in the case of the lots owned by the licensed builders designated by the Declarant the initial annual assessment will be two hundred dollars (\$200.00).

2. At such time it shall be deemed appropriate by Declarant, but no later than when the last lot is sold in Asheton Springs, a not-for-profit corporation shall be formed, by Declarant, Pursuant to the laws of the State of South Carolina, to be named "Asheton Springs Homeowners Association, Inc." Asheton Oaks, will control the Asheton Springs Homeowners Association until the last lot is sold or sooner if it chooses to turn control over to the residents of Asheton Springs. This entity (ASHA) shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. ASHA 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 constructed to be a covenant by Grantee to abide by said By-Laws.

3. The owner of every Lot located in Asheton Springs shall be a member of said ASHA 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 one 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 no 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 ASHA shall be levied by ASHA 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 amount of said assessment will initially be determined by Section V(1) above and shall begin on January 1, 1995, which amount is subject to change pursuant to the provisions of the By-Laws of ASHA, and said assessment shall be due and payable to ASHA 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 by Grantee shall be construed to be a covenant by the Grantee(s) to pay said assessment, which shall run with the land and be binding upon said Grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of ASHA or abandonment of the property. The prorata share of said annual assessment will be due at each lot closing beginning January 1, 1995.

5. ASHA 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, against his property 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, ASHA 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 ASHA 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 ASHA, 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 the corporation for foreclosure due to nonpayment of its assessments.

Sale or transfer of any residence 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 ASHA 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 ASHA, Declarant is empowered to perform the functions that will be performed by ASHA 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 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 Control Committee.

2. The property within the subdivision is hereby declared to be a bird sanctuary and hunting of any bird is hereby 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 the damage or destruction, he shall remove or cause to be removed, at his 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 for 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 their 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 real property situated in said 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.

IN WITNESS WHEREOF, the said developers have hereunto set their hands and seals this 23rd day of August, 1994.

WITNESS

Kelli Lynn Price
April E. Hodges

ASHETON OAKS

By: [Signature]
Its: Managing Partner