ORIGINAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2009-CP-23-7707

R.C. Frederick Hanold, III and Rose F. Hanold, and Carol R. Mitchell and George P. Mitchell, Jr., ... Respondents,

v.

Watson's Orchard Property Owners Association, Inc., a South Carolina Corporation, and Pelham Farm, LLC, a South Carolina Corporation, Legacy One, LLC, a South Carolina Corporation, SESP LLC, a South Carolina Corporation, an unknown Trustee of the Revocable Trust Agreement Dated March 19, 1996 established by James B. Stephens as amended, and unknown Jay Stephens and Mike Stephens as Co-Personal Representative of the Estate of James B. Stephens, ... Defendants,

Of whom Pelham Farm, LLC, a South Carolina Corporation, Legacy One, LLC, a South Carolina Corporation, an unknown Trustee of the Revocable Trust Agreement Dated March 19, 1996 established by James B. Stephens as amended, and unknown Jay Stephens and Mike Stephens as co-Personal Representative of the Estate of James B. Stephens, are the ..... Appellants.

v.

Property Owners in Watson's Orchard Subdivision: N. Carter Poe, III; McNally Reeves, as Trustee of the Residual Trust under item Five of the Last Will and Testament of Hattie L. Reeves dated February 9, 1998; Janet B. Yusi; Lucy S. Tiller; James G. Stephens; Rachel P. McKaughan; Ramon J. Ashy and Jana Ashy; Christopher D. Scalzo and Heather V. Scalzo; Erma R. Rash, as Trustee of the Erma R. Rash Revocable Trust dated February 12, 2010; James Edwin Conrad, as Trustee of the James Edwin Conrad Living Trust dated September 7, 2010; Sue Lane Conrad; Horst H. H. Eschenberg and Floride C. Eschenberg; Caryl L. Clover, as Trustee of the Caryl L. Clover Revocable Living Trust Agreement dated May 12, 1999; Mary F. Newell; Timothy M. Conroy and Elizabeth W. Conroy; Nathan Scolari; Joel Wells Norwood and Lynn Norwood; J. Lynn Shook; Juan Hernandez and Janice M. Pelletier; Scott P. Payne and Kathleen H. Payne; Joe G. Thomason and Dana L. Henry Thomason; Traci Segura; Cameron E. Smith and Joan B. Smith; Charles E.

Howard and Sharon F. Howard; Penelope J. Galbraith; Meredith C. Vry; Delores B. Mitchell; Lisette M. Silva and Mary F. Colley; Ilona K. Alford and William G. Alford; George T. McLeod and Martha T. McLeod; Ronald S. Wilson and Robin E. Wilson; The Merrill J. Gildersleeve and Anore L. Novak Revocable Living Trust dated November 1, 1996; Anna Marie T.Azores and Kim 0. Gococo; Ashley Westrope as Trustee of Martha Randolph Westrop Trust dated June 6, 1988; Cliff C. Jollie and Martha W. Jollie; David A. Saliny and Xiaoli Saliny; Lecia S. Franklin; Dean D. Varner and Deborah P. Varner; W. Frank Durham, Jr.; Christine M. Howard; Samuel P. Howard, Jr. and Jane H. Howard; Manfred E. Kramer and Jane J. Kramer; Mary J. Steele; James J. Barrett, III and Kimberly A. Barrett; Richard A. Herman and Patricia L. Herrman,.....Third-Party Defendants.

RECORD ON APPEAL
VOL. II

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February 7, 2013

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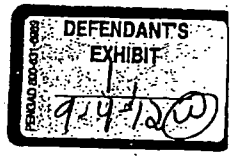
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	COURT OF COMMON PLEAS CASE NO. 2009-CP-23-7707
R.C. Frederick Hanold, III, et al. Plaintiffs/CounterDefendants, v. Watson's Orchard Property Owners Association, Inc., et al. Defendants/CounterPlaintiffs, v. Property Owners in Watson's Orchard Subdivision: N. Carter Poe, III, et al. Third-Party Defendants.	)	**AFFIDAVIT OF JANICE VARAT**

I, Janice Varat, am a legal assistant for William Herlong. I am over 18 and competent to testify to the information herein. The exhibits referred to herein are in the separately filed notebook entitled "DOCUMENTS IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT."

1. Exhibit SJ-1 is an excerpt from the survey entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 8, 1980, and revised December 1, 2, and 3, 1980, which came from the files of WOPOA. The first page is simply the section of the Survey showing the Stephens Lots within the Property. The second page shows the entire Property with the Stephens Lots are identified by arrows. The box and arrows were added by us and not on the original document.

2. Exhibit SJ-2 is the "Declaration of Restrictions and Protective Covenants," dated January 15, 1981 (the "1981 R&Cs"). This was obtained from records at Greenvillecounty.org - Register of Deeds.
3. Exhibit SJ-3 is the Amended Declaration of Restrictions and Protective Covenants," filed with the Register of Deeds Office on November 9, 2009 (the "2010 R&Cs"). This was obtained from records at Greenvillecounty.org - Register of Deeds.
4. Exhibit SJ-4 is the Amendment to Exhibit "D" to Amended and Restated Declaration of Restrictions and Protective Covenants (Exhibit SJ-3). This was obtained from records at Greenvillecounty.org – Register of Deeds.
5. Exhibit SJ-5 is the offer of James Stephens which was Exhibit 15 to the December 9, 1980 order of Judge Frank P. McGowan, Jr. ("McGowan Order"), a copy of which I obtained from the archives at the Greenville County Courthouse (a complete copy of the Order and its exhibits is SJ-8 below).
6. Exhibit SJ-6 is the October 14, 1980 memorandum of Mr. Wilkins Norwood to the property owners in Watson's Orchard which was Exhibit 16 to the McGowan Order. Exhibit 16 to the order includes twenty-four copies of this document, signed by different lot owners. (A complete copy of the Order and its exhibits is SJ-8 below.) Exhibit SJ-6 is a more legible copy.
7. Exhibit SJ-7 is the Complaint in the Declaratory Judgment action brought in 1980 by Patrick Grayson on behalf of Lincoln of South Carolina, Inc. This was obtained from the court file.
8. Exhibit SJ-8 is the December 9, 1980, order of Judge McGowan in that action ("McGowan Order"), with all exhibits. This was obtained from the court file. The Order

itself has nineteen exhibits which are included with the exception of exhibit 7 which could not be found in the court file. Some of the other exhibits (e.g., 9, 10, 14) are also signed versions of the exhibits, the signatures on which obviously post-date the exhibit copy. Since many of the exhibits are difficult to read, where possible I have included more legible copies behind the copy from the court. For ease of reference I have also added aggregate page numbers to the bottom of each page.

9. Exhibit SJ-9 is the January 15, 1981 deed from WOPOA to Pelham Properties, Inc., for the Stephens Lots. This was obtained from records at greenvillecounty.org – Register of Deeds. It was recorded in the RMC Office at Deed Book 1141 on page 1.

10. Exhibit SJ-10 is the March 11, 1981, letter from William Kehl to J.B. Stephens, with the January 15, 1981 deed to the Stephens Lots attached. This letter was provided by the Stephens Defendants.

11. Exhibit SJ-11 is the RMC Index page referencing the January 15, 1981 deed referenced above. The date on the index says January 16, 1981. This was obtained from the Greenvillecounty.org – Register of Deeds website. I added the highlighting.

12. Exhibit SJ-12 is the August 22, 1986, deed from Pelham Properties, Inc. to J.B. Stephens. It was obtained from records at Greenvillecounty.org – Register of Deeds. It was recorded in the RMC Office at Deed Book 1274 on page 237.

13. Exhibit SJ-13 is the RMC Index page for the August 22, 1986 deed from Pelham Properties to J.B. Stephens. This was obtained from the Greenvillecounty.org – Register of Deeds website. I added the highlighting.

14. Exhibit SJ-14 is the July 15, 2003, deed from J.B. Stephens a/k/a James B. Stephens to his revocable trust. It was obtained from the Greenvillecounty.org – Register of Deeds website. It was recorded in the RMC Office at Deed Book 2053 on page 157.

15. Exhibit SJ-15 is the April 1, 2008, deed from James B. Stephens's revocable trust to Pelham Farm, LLC, Legacy One, LLC, and SESP LLC. This was obtained from the Greenvillecounty.org – Register of Deeds website. It is recorded in the Register of Deeds Office at Book 2320 at pages 1674.

16. Exhibit SJ-16 is the RDO's Index page for the foregoing deed. It was obtained from the Greenvillecounty.org – Register of Deeds website. I added the highlighting.

17. Exhibit SJ-17 are the Greenville County Subdivision Regulations, as amended October 16, 1979. These were obtained from an attorney who had obtained them from the Planning Commission.

I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

April 27, 2012.

Janice Varat

Janice Varat

Sworn to and Subscribed before me this

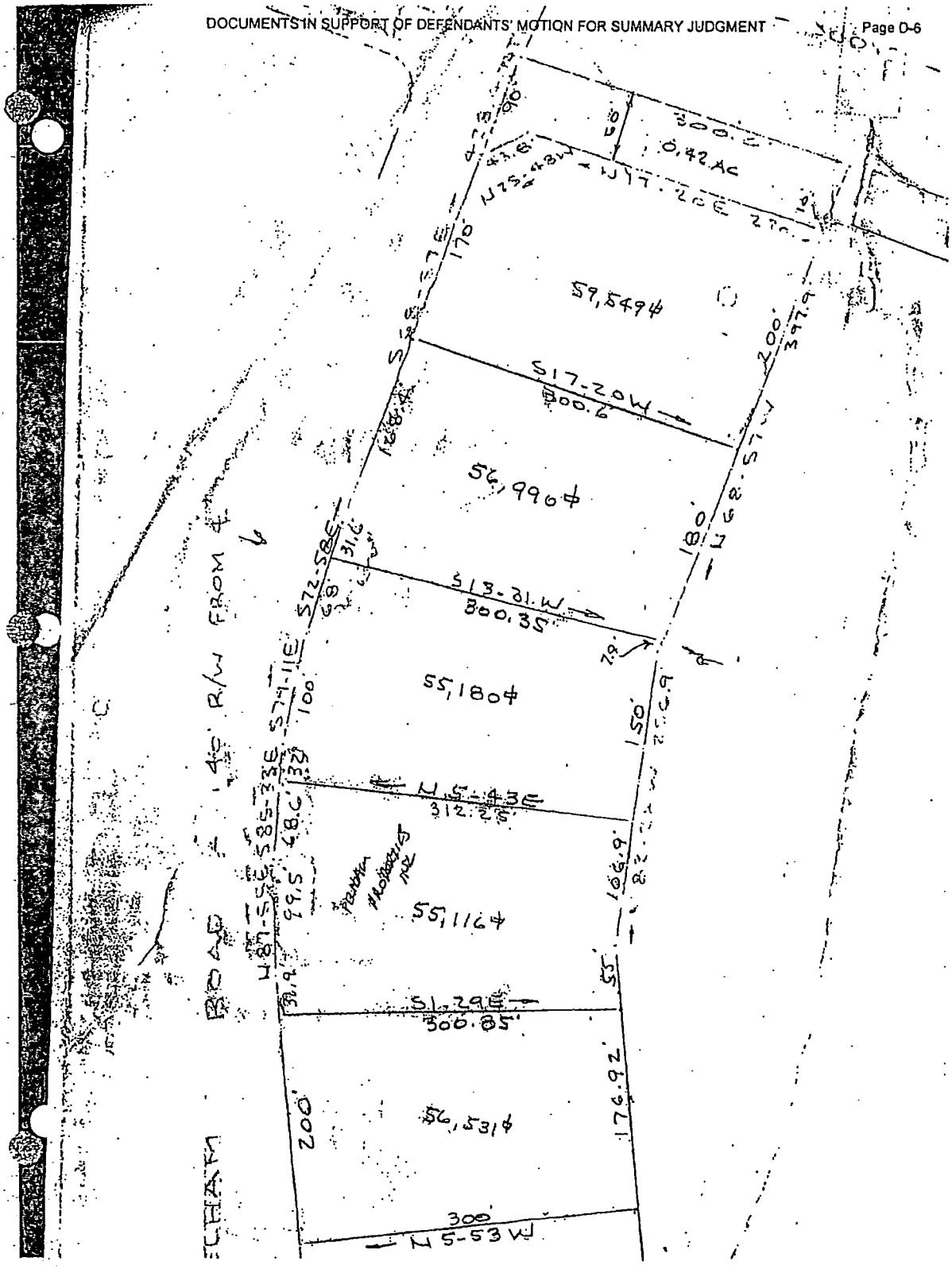
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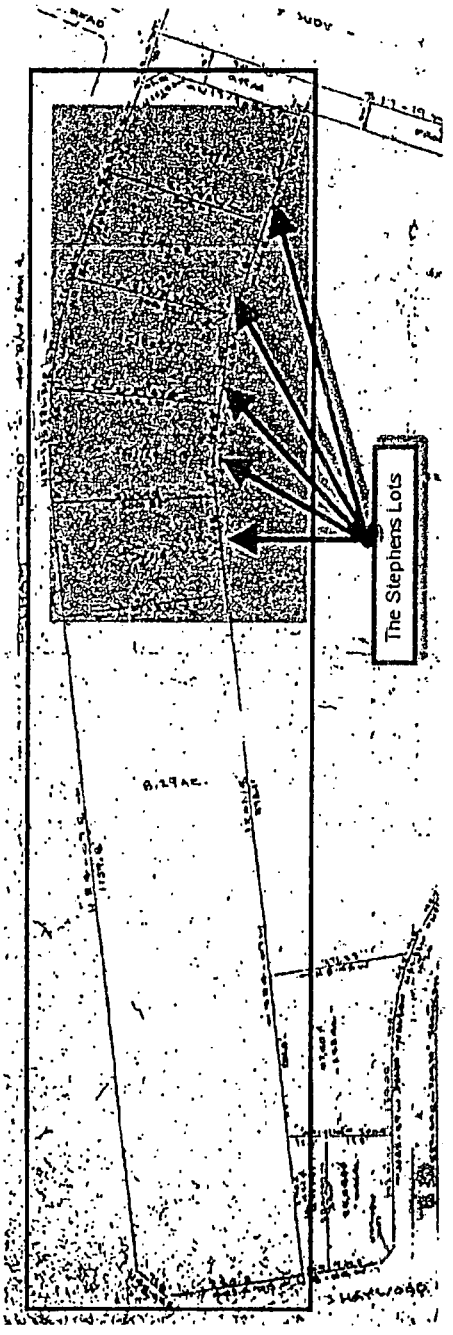
Notary Public for South Carolina

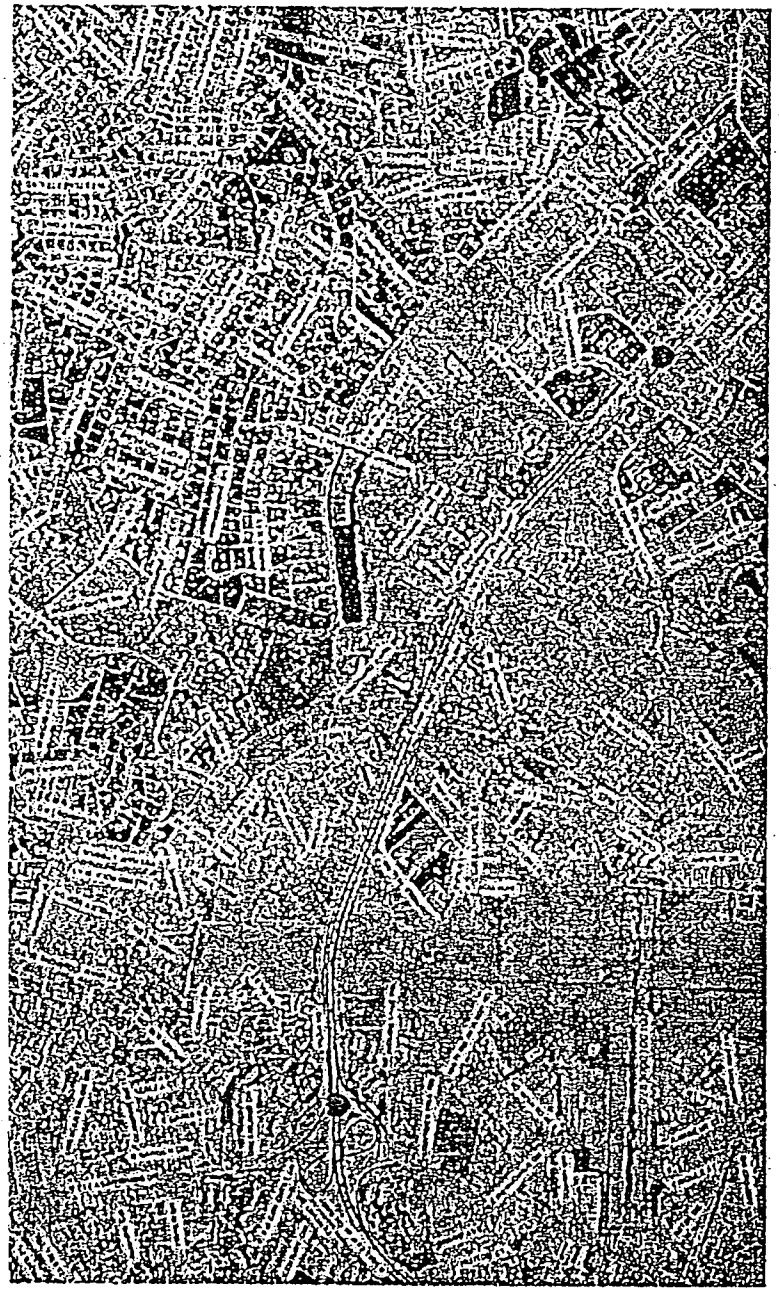
My Commission expires: 11-25-19

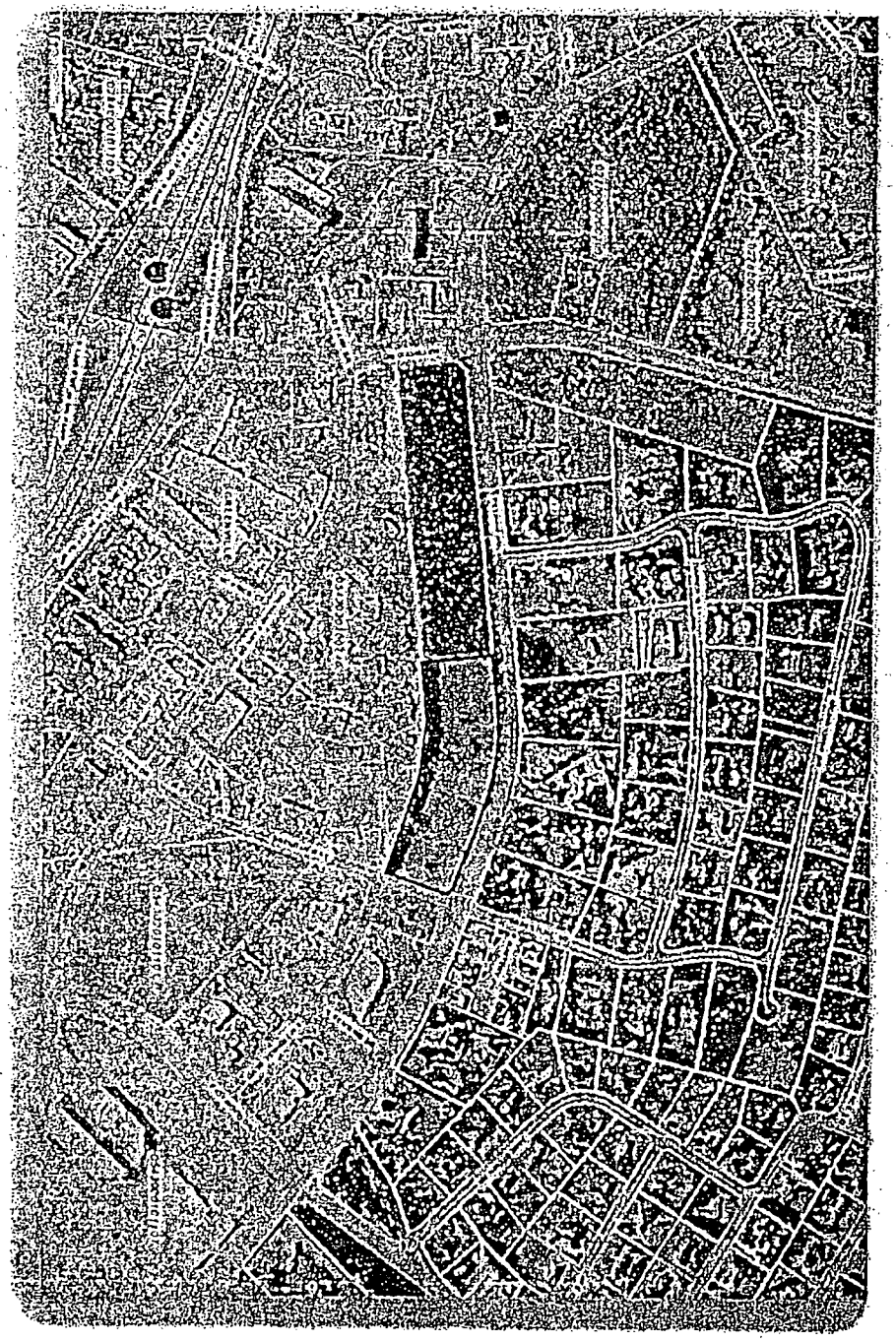
Exhibit

SJ-1


59,549 ft
56,996 ft
55,180 ft
55,116 ft
56,531 ft
0.42 Ac
S17-20W
300.6
S13-31W
800.35
N5-43E
312.25
S1-29E
300.85
N5-53W
300
200
180
150
100
CLEAR ROAD - 40' R/W FROM


The Stephens Lots





Exhibit

SJ-2

140 961

STATE OF SOUTH CAROLINA FILED G.P.M.C. S. C.
COUNTY OF GREENVILLE 4 27 PM '81 EASLEY R.M.C.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book OOO, Page 89, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision", until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 1.

USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building 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 and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious 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 an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance: provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(11) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

ARTICLE II.

SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line that 40 feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner

lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) The 14.78 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet.

(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such manner as that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(3) No wall, fence, or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence, or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot, nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages, and breezeways. In computing the square footage of any

split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages, and breezeways.

ARTICLE III.

APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

(i) Three residents and owners in Watson's Orchard Subdivision;

(ii) A competent architect licensed to practice in South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, or plot plans. In making its decisions the Committee shall take into consideration the suitability of the proposed building or other improvement, 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 outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C., 29615, and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building

minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

ARTICLE IV.

MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of six (6) inches in diameter (dbh) will require prior approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has executed this document under seal this 15th day of January, 1981.

In the presence of:

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY:

-8-

140 PAGE 968

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lincoln of South Carolina, Inc. sign, seal and as its act and deed deliver the within written Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of January, 1981.

Alice D. Smith

Notary Public for South Carolina (L.S.)
My Commission Expires: 10-15-89

140 PAGE 969

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 18, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-33 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 99.8 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 258.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-08 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-08 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 72 E. 348 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75.15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 88.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-33 W. 350.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

Recorded JAN 16 1981 at 2:22 P.M.

49

Exhibit

SJ-3

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

The undersigned, **WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC.**, a South Carolina corporation (the "Corporation"), **JAMES G. STEPHENS AND RALPH D. KELLAR, AS CO-TRUSTEES OF THE REVOCABLE TRUST AGREEMENT DATED MARCH 19, 1996 ESTABLISHED BY JAMES B. STEPHENS AS AMENDED** (the "Trustees") and **PELHAM FARM, LLC, LEGACY ONE, LLC AND SESP, LLC**, South Carolina limited liability companies (collectively "LLCs") hereby amend and restate the Declaration of Restrictions and Protective Covenants dated January 15, 1981, recorded January 18, 1981 in the RMC Office for Greenville County in Deed Book 1140, Pages 961 through 969 (the "Declaration") as hereinafter set forth.

BACKGROUND

The Declaration provides that it may be changed or amended under the following language:

> "...the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book OOO, Page 99, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as 'Watson's Orchard Subdivision', until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part."

More than a majority of the parties entitled to vote pursuant to the above language have voted to amend the Declaration as set out herein in this Amended and Restated Declaration of Restrictions and Protective Covenants.

To accomplish the execution of this Amended and Restated Declaration of Restrictions and Protective Covenants certain owners of lots in Watson's Orchard Subdivision have executed and delivered to the Corporation a Power coupled with an interest, which authorizes the Corporation to execute and deliver this document on their behalf.

2009087271 AMEND/REST
24 PGS
Book:DE 2384 Page.2445-2468
November 09, 2009 11:17:53 AM
Rec $30.00 City Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

1

The Corporation is the owner of the property described on Exhibit "A" annexed hereto and by this reference made a part hereof (the Corporation Property"). The Corporation Property consists of two (2) separate tracts, identified on Exhibit "A" as:

1. Pelham Road Tract consisting of the property conveyed to Corporation as 14.79 acres, LESS, and EXCEPT five (5) Lots which were conveyed and are now owned by Trustees. Further, LESS and EXCEPT property acquired by South Carolina Highway Department at the intersection of Pelham Road and Haywood Road. Said property is referred to herein as "Pelham Road Tract".

2. Haywood Road Tract consisting of Tract A conveyed to Corporation, LESS and EXCEPT property shown in Plat Book 5-O, Page 1, and land within the right-of-way easement granted to South Carolina Highway Department. Property is referred to as "Haywood Road Property".

The Trustees and LLCs are the owners of the property described in Exhibit "B" annexed hereto and by this reference made a part hereof (the "Trustee/LLC Property").

NOW, THEREFORE, Corporation, Trustees and LLCs hereby amend the Declaration as hereinafter provided.

1. The Declaration is hereby cancelled and terminated and the within Amended and Restated Declaration of Restrictions and Protective Covenants is hereby substituted in lieu thereof.

2. The Pelham Road Tract and the Trustee/LLC Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which shall run with the Pelham Road Tract and the Trustee/LLC Property and be binding upon all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner of the Pelham Road Tract and Trustee/LLC Property and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the Office of the Register of Deeds for Greenville County in Plat Book 000, Page 99, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision" until January 1, 2040 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the Pelham Road Tract and Trustee/LLC Property shall have been developed as lots approved by appropriate public authorities and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. PROVIDED, HOWEVER, no change or amendment shall prevent the Pelham Road Tract and Trustee/LLC Property from being used as general and medical offices, nursing homes, assisted living or retirement centers, increase the building set back line from Pelham Road to more than fifty (50') feet, reduce the building height to less than two stories or

require a building height of more than two stories and prevent roofs from being gable or hip. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

3. The Pelham Road Tract and Trustee/LLC Property shall be used only as general and medical offices, nursing homes, assisted living or retirement centers.

4. No building shall be located on said property nearer Pelham Road then fifty (50') feet.

5. No building shall be constructed on said property having a height of more than two (2) stories. All roofs shall be gable or hip.

6. Corporation shall undertake to convey and transfer title to the Haywood Road Tract to a trustee for a conservation easement.

7. By executing the within Amended and Restated Declaration of Restrictions and Protective Covenants, the undersigned James G. Stephens and Ralph D. Kellar as Co-Trustees and LLCs hereby vote to amend the Declaration as set out in the within Amended and Restated Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, the undersigned have executed this document under seal this 2nd day of October, 2009.

IN THE PRESENCE OF:

WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC., on behalf of itself and on behalf of the Subdivision Owners identified on Exhibit "C" annexed hereto and incorporated herein by reference.

Patricia H. Grayson Jr.

Susan P. Walker

By: Ralph D. Kellar

Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named RALPH H. AIKEN, PRESIDENT of Watson's Orchard Property Owners Association Inc., on behalf of itself and on behalf of the Subdivision Owners, sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2nd day of October 2009.

Patrick H. Grayson

Susan D. Walker (L. S.)
Notary Public for South Carolina

My Commission Expires: 10/15/11

SUSAN D. WALKER NOTARY PUBLIC SOUTH CAROLINA

IN THE PRESENCE OF:

JAMES G. STEPHENS AS C0-TRUSTEE OF THE REVOCABLE TRUST AGREEMENT DATED MARCH 19, 1996 ESTABLISHED BY JAMES B. STEPHENS AS AMENDED BY AMENDED AND RESTATED JAMES B. STEPHENS REVOCABLE TRUST AGREEMENT DATED JULY 15, 2003

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named James G. Stephens, as Co-Trustee of the Revocable Trust Agreement Dated March 19, 1996 Established by James B. Stephens As Amended by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003 sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2nd day of October, 2009.

Notary Public for South Carolina

My Commission Expires: 8-6-2018

IN THE PRESENCE OF

RALPH D. KELLAR, AS CO-TRUSTEE OF THE REVOCABLE TRUST AGREEMENT DATED MARCH 19, 1996 ESTABLISHED BY JAMES B. STEPHENS AS AMENDED BY AMENDED AND RESTATED JAMES B. STEPHENS REVOCABLE TRUST AGREEMENT DATED JULY 15, 2003

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Ralph D. Kellar, as Co-Trustee of the Revocable Trust Agreement Dated March 19, 1996 Established by James B. Stephens As Amended by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003 sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 8th day of October, 2009.

(L. S.)
Notary Public for South Carolina

My Commission Expires: 3-6-2018

IN THE PRESENCE OF:

PELHAM FARM, LLC, a South Carolina limited liability company

By: James M. Stephens
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named James M. Stephens, President of Pelham Farm, LLC, a South Carolina limited liability company sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2nd day of October, 2009.

(L.S.)
Notary Public for South Carolina
EXP. 3-6-2018

IN THE PRESENCE OF:

LEGACY ONE, LLC, a South Carolina limited liability company

By: Judy S. Shaffer
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Judy S. Shaffer, President of Legacy One, LLC, a South Carolina limited liability company sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 5 day of Oct., 2009.

(L. S.)
Notary Public for South Carolina

MY COMMISSION EXPIRES OCT. 22, 2011

IN THE PRESENCE OF:

Jennifer M. Jones
Jean Scott

SESP, LLC, a South Carolina limited liability company

By: Sallie Stephens Phillips
Sallie Stephens Phillips
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Sallie Stephens Phillips, President of SESP, LLC, a South Carolina limited liability company sign, seal and as its act and deed deliver the within Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Jean Scott

SWORN to before me this 2nd day of October, 2009.

Jennifer M. Jones (L. S.)
Notary Public for South Carolina
Exp. 3-6-2018

EXHIBIT "A"
TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

1. Pelham Road Tract

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-33 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running S. 72-58 E. 99.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-18 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence on the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road, running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

LESS AND EXCEPT, five (5) lots conveyed by Watson's Orchard Property Owners Association, Inc. to Pelham Properties, Inc. by deed dated January 15, 1981, recorded in Deed Book 1141, Page 1.

FURTHER, LESS AND EXCEPT, any land conveyed to or acquired by South Carolina Highway Department or other public authority.

Derivation: See deed of Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. in Deed Book 1140, Page 997.

2. Haywood Road Property

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A on plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1,337 feet to an iron pin; thence S. 72 E. 346 feet, thence S. 14-35 W. 1,185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on a survey by Dalton & Neves, Engineers, dated October, 1975, as property of Lincoln of South Carolina, Inc. and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 68.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

Derivation: See deed of Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. in Deed Book 1140, Page 998.

EXHIBIT "B"
TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

Trustee/LLC Property

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2, and 3, 1980 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres, running thence with the line of said tract N. 68.57 W. 200 feet to a point; thence continuing N. 38-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87.55 E. 99.5 feet; S. 85-33 E. 68.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 68 feet to a point; S. 72-58 E. 31.8 feet to a point; S. 68-57 E. 168.4 feet to point; S. 98-57 E. 170 feet to the point of beginning.

Derivation: See deed of Watson's Orchard Property Owners Association, Inc. to Pelham Properties, Inc. in Deed Book 1141, Page 1 and subsequent deed to J. B. Stephens in Deed Book 1274, Page 237. See also deed of J. B. Stephens (same as James B. Stephens) to James B. Stephens as Trustee for Revocable Trust Agreement in Deed Book 2053, Page 157. J. B. Stephens, same as James B. Stephens, died November 8, 2008 in Greenville County. At his death, James G. Stephens and Ralph D. Kellar became successor Trustees. See deed to LLCs in Deed Book 2328, Page 1674.

EXHIBIT "C"
TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

SCHEDULE OF SUBDIVISION OWNERS
WHO VOTED FOR THE WITHIN
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

NAME	SUBDIVISION LOT NO.
1. Lucy S. Tiller same as Lucy S. Muller	No. 3 and No. 11
2. James G. Stephens and Ralph D. Kellar, Successor Trustees for the James B. Stephens Revocable Trust Agreement dated March 19, 1996 as amended by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003	No. 4
3. Rachel P. McKaughan	No. 5
4. Ramon J. Ashy and Jana Ashy	No. 6
5. Erma R. Rash	No. 8
6. Mary F. Newell	No. 13
7. Joe G. Thomason and Dana L. Henry Thomason	No. 22
8. Cameron E. Smith and Joan B. Smith	No. 26
9. Charles E. Howard and Sharon F. Howard	No. 27
10. Meredith C. Vry	No. 30
11. Lisette M. Silva and Mary F. Colley	No. 33 and pt. 34
12. Ilona K. Alford and William G. Alford	No. pt. 34

13. George T. McLeod and Martha T. McLeod	No. 36
14. Leonard R. Byrne and Virginia R. Byrne	No. 37
15. Anna W. Caughman, Sole Trustee of Martha Randolph Westrope Trust dated June 6, 1988 under Second Amendment dated October 3, 2001	No. 41
16. Sexton Griffith Builders, Inc.	No. 44
17. W. Frank Durham, Jr.	No. 47
18. Samuel P. Howard, Jr. and Jane H. Howard	No. 49 and pt. 48
19. Christine M. Howard	No. pt. 48
20. Manfred B. Kramer and Jane J. Kramer	No. 50
21. Mary J. Steele	No. 52

Total Subdivision Lots = 22

EXHIBIT "D"

CERTIFICATION

The undersigned, **RALPH H. AIKEN**, hereby certifies that he is president of Watson's Orchard Property Owners Association, Inc. (the "Corporation"); that the Corporation desires to amend and change the Declaration of Restrictions and Protective Covenants recorded in the RMC Office (now Office of Registered of Deeds) for Greenville County, January 18, 1981 in Deed Book 1140, Pages 961- 969 (the "Declaration"); to accomplish said amendment and changes, the Corporation prepared a Vote document for each owner of a lot in Watson's Orchard Subdivision as defined in the Declaration; that the Corporation sent the Vote document to each Lot owner together with a proposed Agreement to Release Declaration of Restrictions and Protective Covenants ("Agreement") by certified mail; that attached to this Certification are copies of the certified mail notices; that the Corporation received the executed Vote document and Agreement from the twenty-two (22) Subdivision Owners identified on Exhibit "C" to Amended and Restated Declaration of Restrictions and Protective Covenants ("Amended and Restated Declaration"); that in addition the Corporation received the Vote document executed by James G. Stephens and Ralph D. Kellar as Co-Trustees of the Revocable Trust Agreement dated March 19, 1996 established by James B. Stephens as Amended and Restated by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003, Pelham Farm, LLC, Legacy One, LLC, and SESP, LLC the owners of the Trustee/LLC Property described in the Amended and Restated Declaration, which owners are entitled to five (5) votes; that the Corporation is the owner of the Pelham Road Tract and the Haywood Road Property described in the Amended and Restated Declaration; that the Corporation voted one (1) vote for the Pelham Road Tract and one (1) vote for the Haywood Road Property (six (6) votes for the Pelham Road Tract and four (4) votes for the Haywood Road Property if the Corporation is entitled to such votes). The votes total twenty-nine (29) out of fifty-four (54) (or forty-seven (47) out of sixty-two (62), if the Corporation is entitled to ten (10) votes), in either case, the votes received total more than a majority vote.

Ralph H. Aiken, President of
Watson's Orchard Property Owners
Association, Inc.

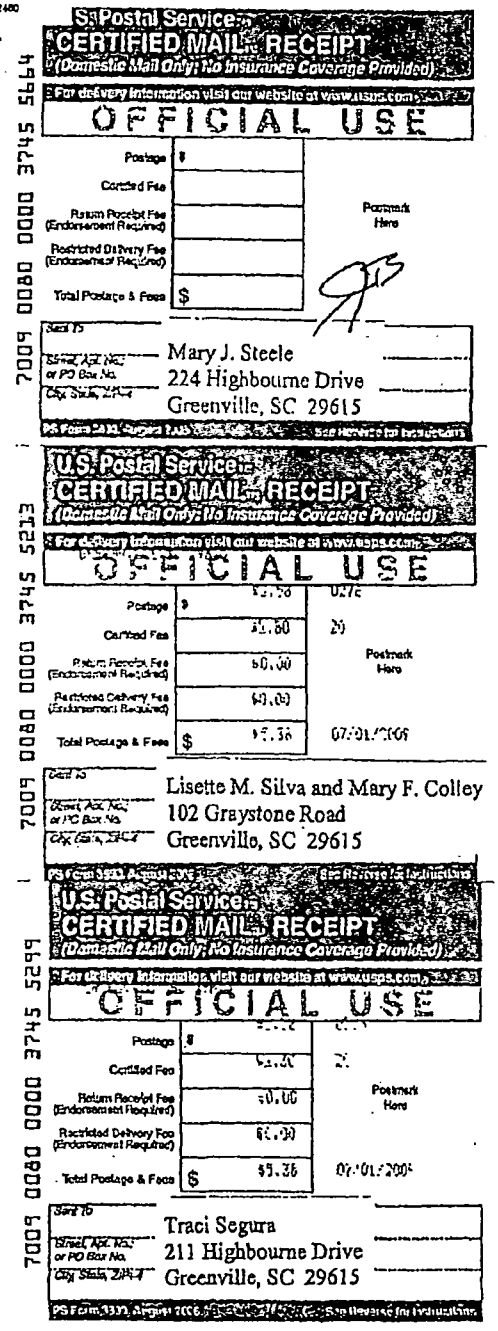
SWORN TO before me this 2nd day of October, 2009.

Notary Public for South Carolina

My Commission Expires: 10/15/11

SUSAN B. WALKER NOTARY PUBLIC SOUTH CAROLINA

BOOK 2364 PAGE: 2480



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Lisette M. Silva and Mary F. Colley
102 Graystone Road
Greenville, SC 29615

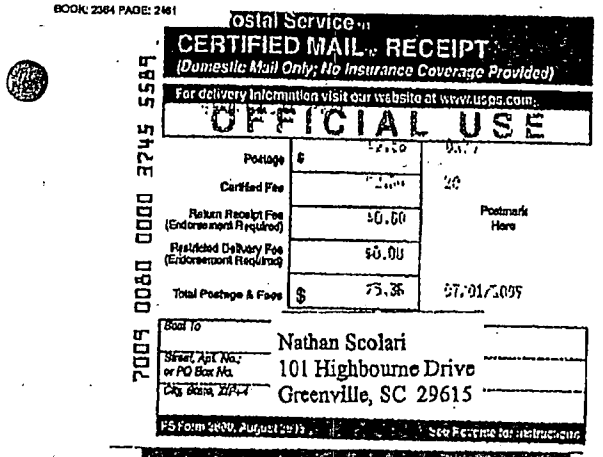
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Street, Apt. No.; or PO Box No.
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Traci Segura
211 Highbourne Drive
Greenville, SC 29615

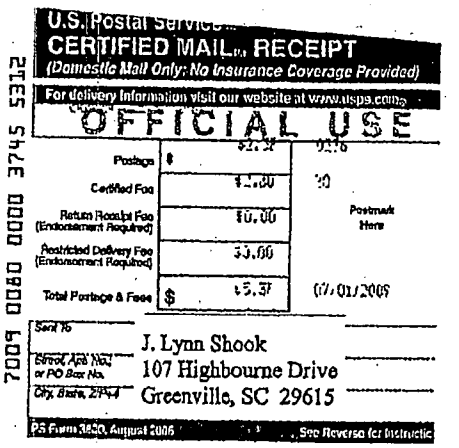
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Street, Apt. No.; or PO Box No.
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Ilona K. and William G. Alford
100 Graystone Road
Greenville, SC 29615

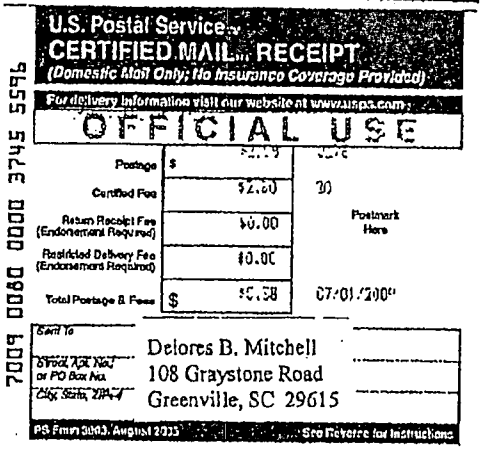
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Street, Apt. No.; or PO Box No.
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Charles B. and Sharon F. Howard
213 Highbourne Drive
Greenville, SC 29615

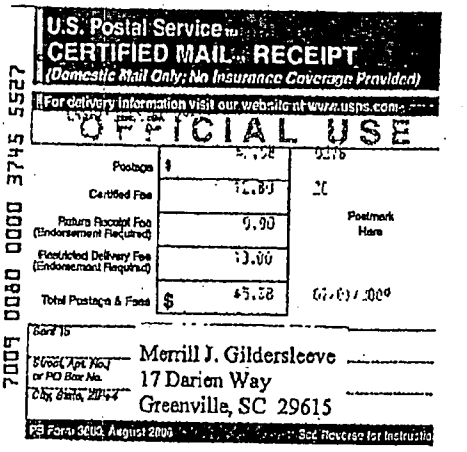
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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Scott P. and Kathleen H. Payne
205 Highbourne Drive
Greenville, SC 29615

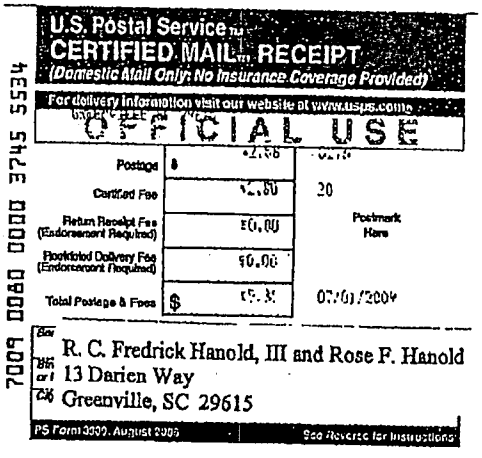
BOOK: 2364 PAGE: 2461

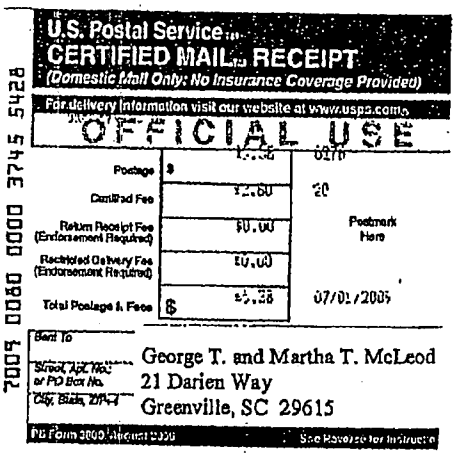

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Nathan Scolari
101 Highbourne Drive
Greenville, SC 29615
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7009 0080 0000 3745 5589

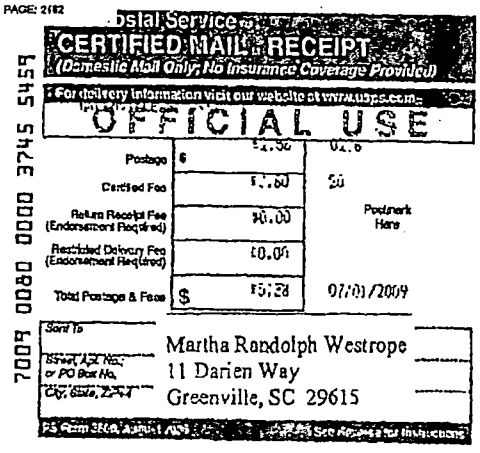

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Restricted Delivery Fee (Endorsement Required) $0.00
Total Postage & Fees $ $5.37 07/01/2009
Postmark Here
Sent To
Street, Apt. No.; or PO Box No.
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J. Lynn Shook
107 Highbourne Drive
Greenville, SC 29615
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7009 0080 0000 3745 5312


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Delores B. Mitchell
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Greenville, SC 29615
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Street, Apt. No.; or PO Box No.
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Merrill J. Gildersleeve
17 Darien Way
Greenville, SC 29615
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Sent To
Street, Apt. No.; or PO Box No.
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R. C. Fredrick Hanold, III and Rose F. Hanold
13 Darien Way
Greenville, SC 29615
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City, State, ZIP+4
George T. and Martha T. McLeod
21 Darien Way
Greenville, SC 29615
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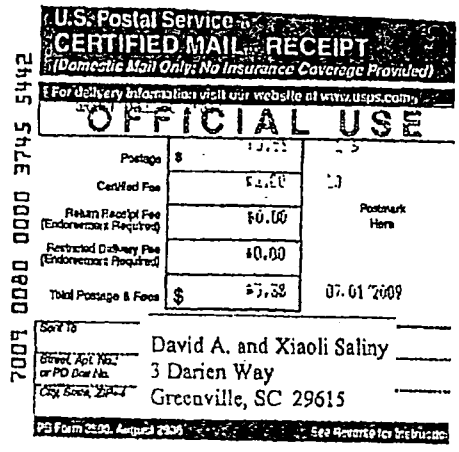
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7009 0080 0000 3745 5459

Sent To
Martha Randolph Westrope
Street, Apt. No.; or PO Box No. 11 Darien Way
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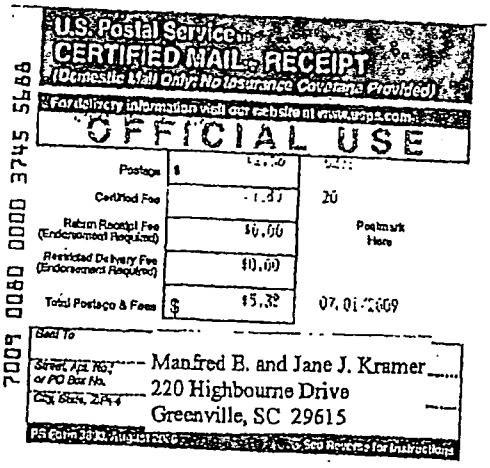
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Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ 07/01/2009

7009 0080 0000 3745 5442

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David A. and Xiaoli Saliny
Street, Apt. No.; or PO Box No. 3 Darien Way
City, State, ZIP+4 Greenville, SC 29615

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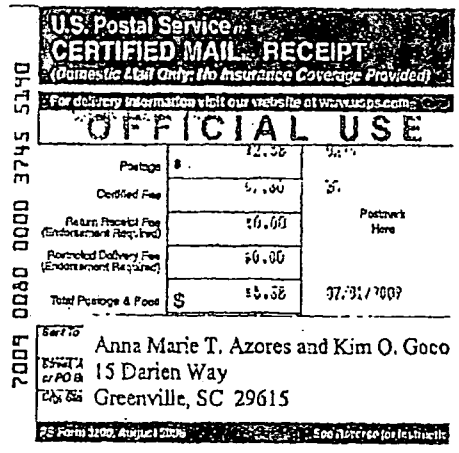
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Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ 07/01/2009

7009 0080 0000 3745 5688

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Manfred B. and Jane J. Kramer
Street, Apt. No.; or PO Box No. 220 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615

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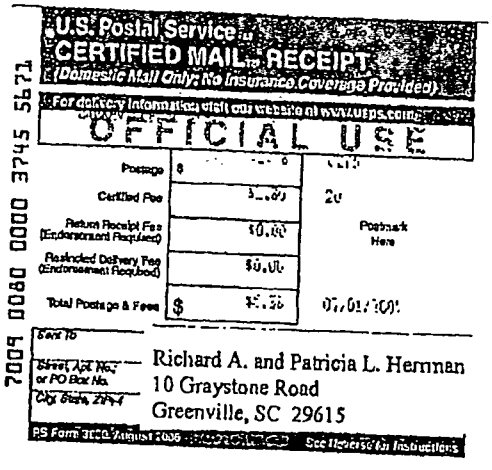
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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ 07/01/2009

7009 0080 0000 3745 5140

Sent To
Anna Marie T. Azores and Kim O. Goco
Street, Apt. No.; or PO Box No. 15 Darien Way
City, State, ZIP+4 Greenville, SC 29615

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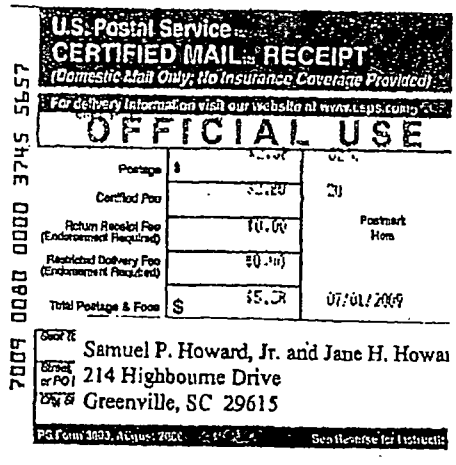
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Total Postage & Fees	$ 07/01/2009

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Sent To
Richard A. and Patricia L. Hermnan
Street, Apt. No.; or PO Box No. 10 Graystone Road
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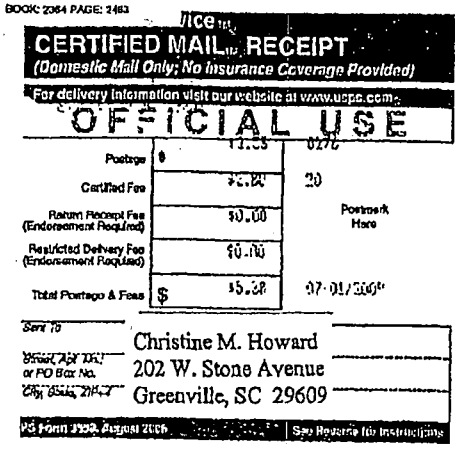
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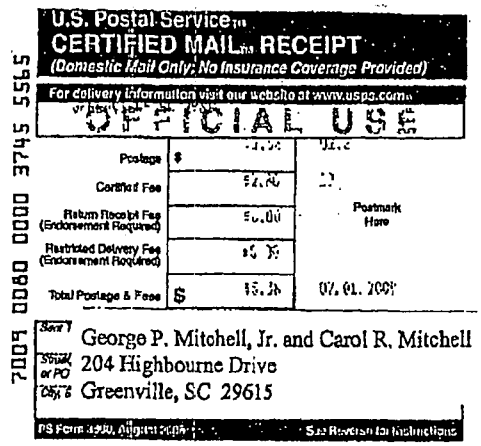
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Samuel P. Howard, Jr. and Jane H. Howa
Street, Apt. No.; or PO Box No. 214 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615

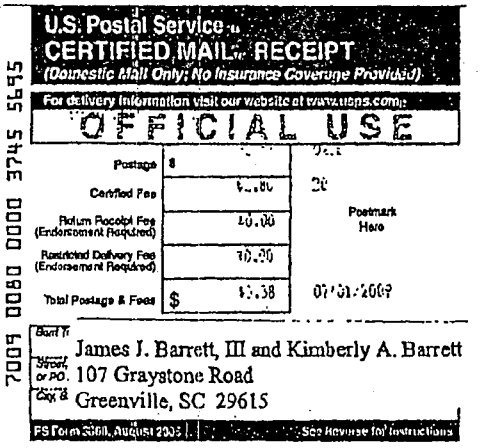
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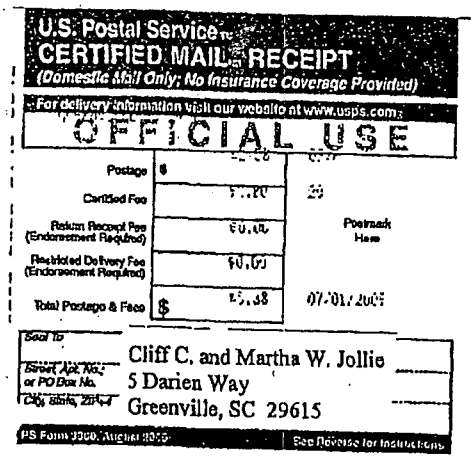
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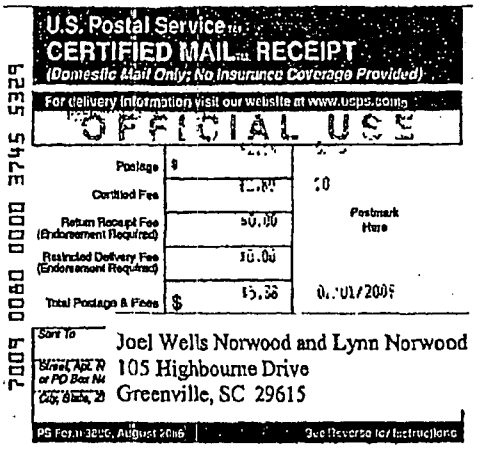

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Sent To
Christine M. Howard
Street, Apt. No., or PO Box No. 202 W. Stone Avenue
City, State, ZIP+4 Greenville, SC 29609
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Total Postage & Fees $ $5.38 07/01/2009
Sent To
George P. Mitchell, Jr. and Carol R. Mitchell
Street, Apt. No., or PO Box No. 204 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615
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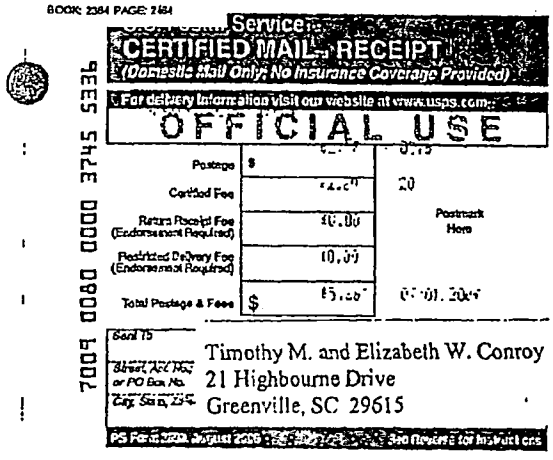

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Total Postage & Fees $ $5.38 07/01/2009
Sent To
Sexton Griffith Builders, Inc.
Street, Apt. No., or PO Box No. 123 Kiowa Lane
City, State, ZIP+4 Piedmont, SC 29673
PS Form 3800, August 2006 See Reverse for Instructions
7009 0080 0000 3745 5558

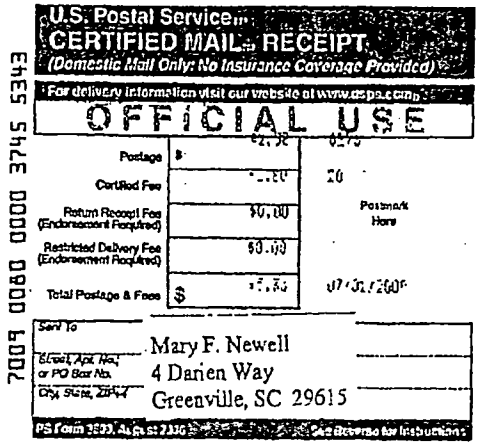

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James J. Barrett, III and Kimberly A. Barrett
Street, Apt. No., or PO Box No. 107 Graystone Road
City, State, ZIP+4 Greenville, SC 29615
PS Form 3800, August 2006 See Reverse for Instructions
7009 0080 0000 3745 5695

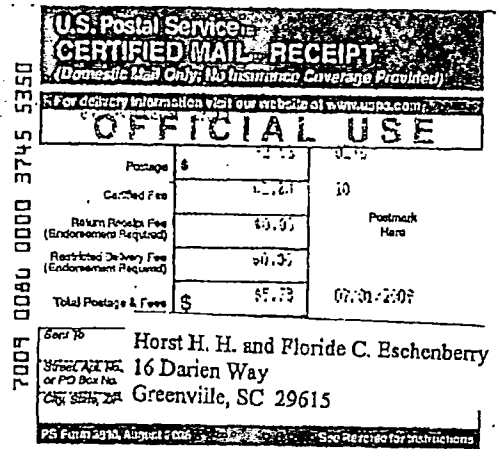

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Sent To
Cliff C. and Martha W. Jollie
Street, Apt. No., or PO Box No. 5 Darien Way
City, State, ZIP+4 Greenville, SC 29615
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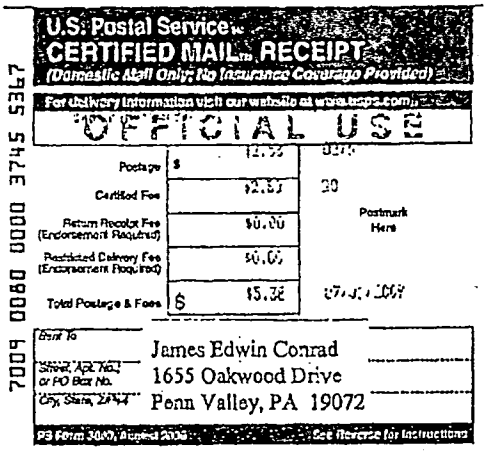

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Street, Apt. No., or PO Box No. 105 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615
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7009 0080 0000 3745 5329

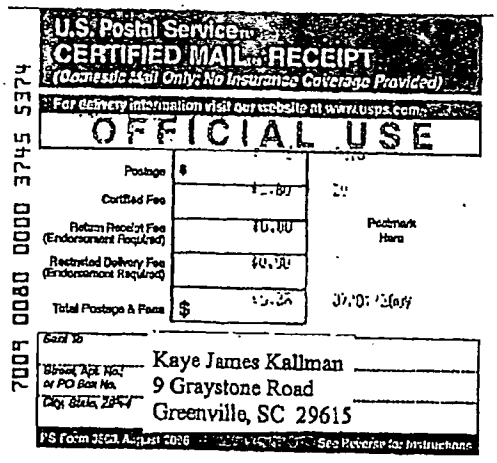
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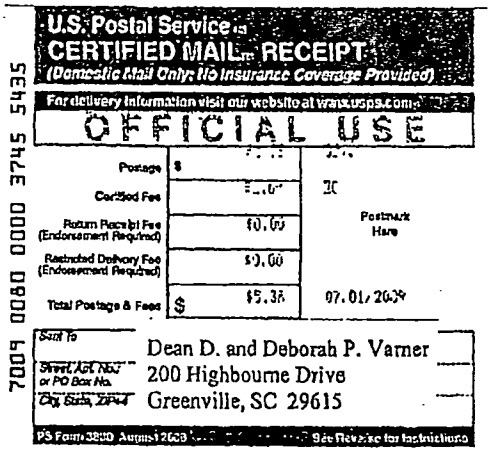

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Timothy M. and Elizabeth W. Conroy
21 Highbourne Drive
Greenville, SC 29615
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4 Darien Way
Greenville, SC 29615
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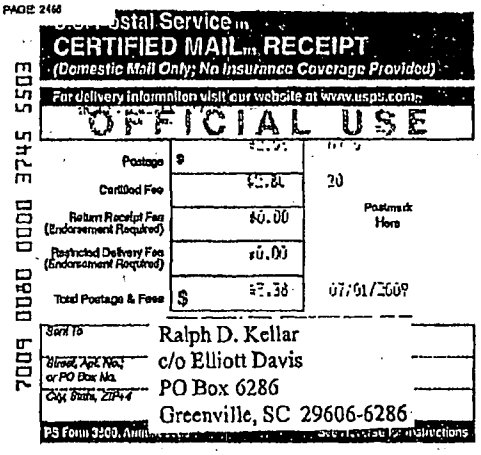

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Sent To
Street, Apt. No.; or PO Box No.
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Horst H. H. and Floride C. Eschenberry
16 Darien Way
Greenville, SC 29615
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Sent To
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James Edwin Conrad
1655 Oakwood Drive
Penn Valley, PA 19072
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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Kaye James Kallman
9 Graystone Road
Greenville, SC 29615
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Total Postage & Fees $ 07/01/2009
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Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Dean D. and Deborah P. Varner
200 Highbourne Drive
Greenville, SC 29615
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BOOK 2364 PAGE 2466



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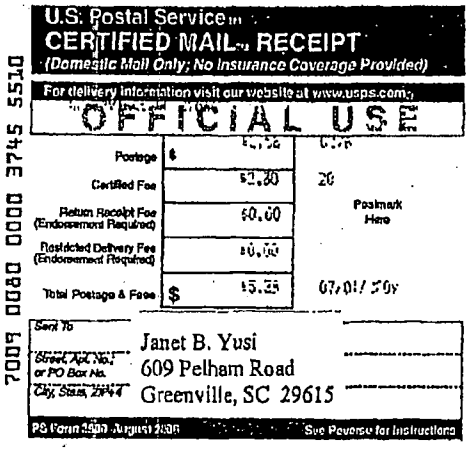
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Sent To: Ralph D. Kellar
Street, Apt. No., or PO Box No.: c/o Elliott Davis
City, State, ZIP+4: PO Box 6286
Greenville, SC 29606-6286

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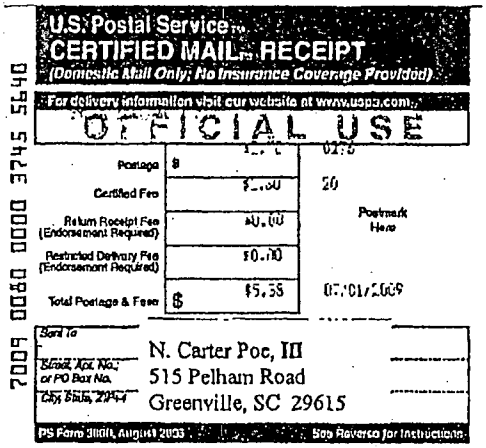
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Sent To: Janet B. Yusi
Street, Apt. No., or PO Box No.: 609 Pelham Road
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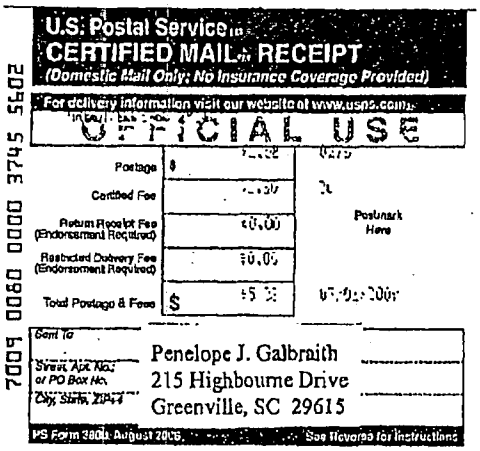
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Sent To: N. Carter Poe, III
Street, Apt. No., or PO Box No.: 515 Pelham Road
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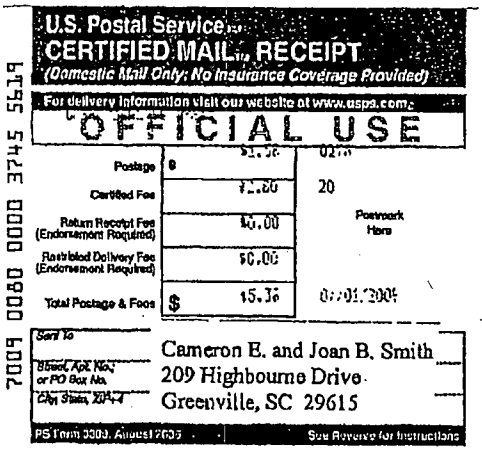
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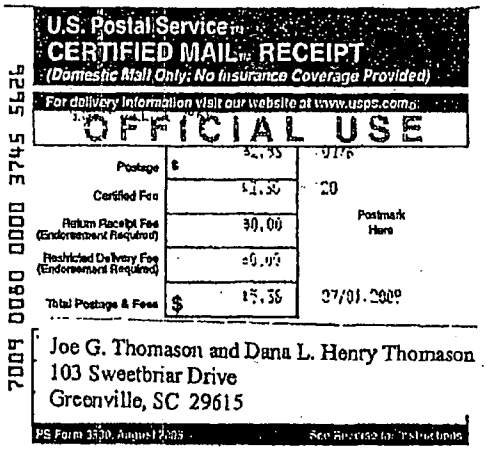
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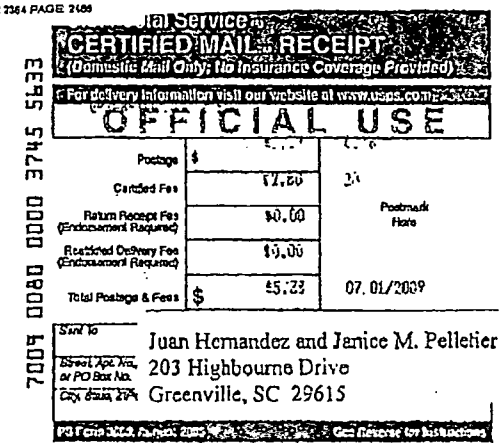
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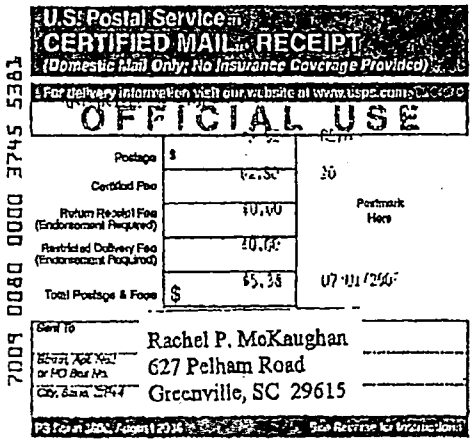
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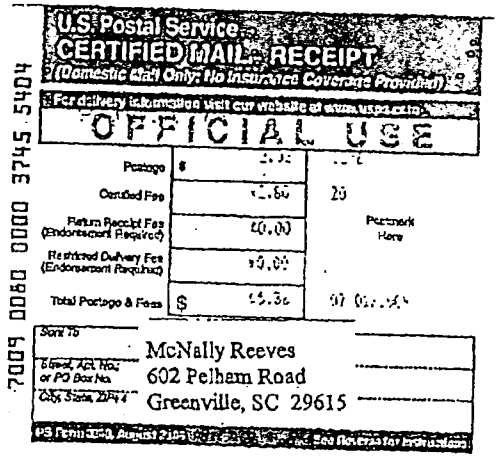
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Street, Apt. No., or PO Box No.: 103 Sweetbriar Drive
City, State, ZIP+4: Greenville, SC 29615

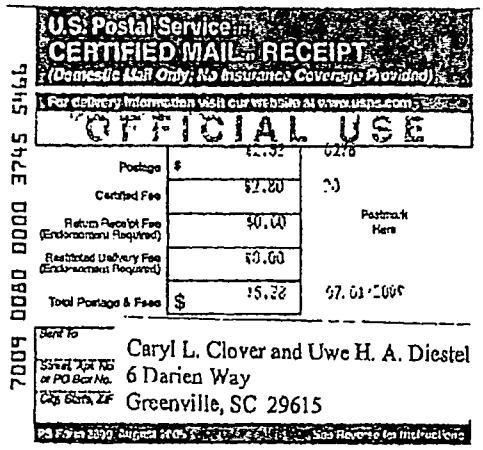
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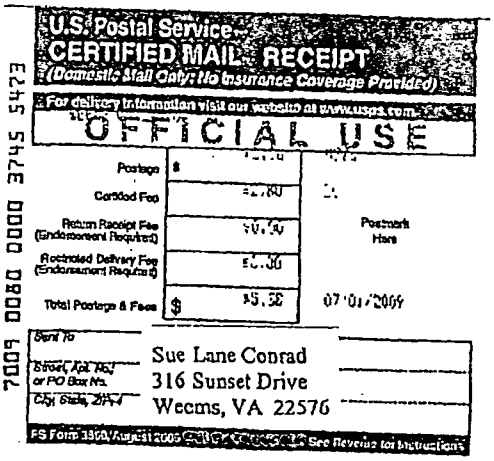
BOOK: 2364 PAGE: 2486

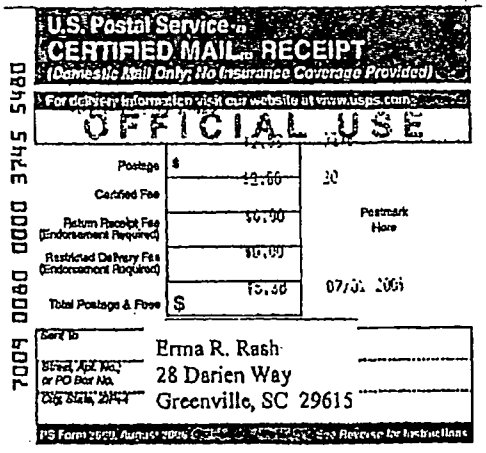

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Total Postage & Fees $ $5.33 07/01/2009
Sent To Juan Hernandez and Janice M. Pelletier
Street, Apt. No., or PO Box No. 203 Highbourne Drive
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Total Postage & Fees $ $5.33 07/01/2009
Sent To Rachel P. McKaughan
Street, Apt. No., or PO Box No. 627 Pelham Road
City, State, ZIP+4 Greenville, SC 29615
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Total Postage & Fees $ $5.33 07/01/2009
Sent To McNally Reeves
Street, Apt. No., or PO Box No. 602 Pelham Road
City, State, ZIP+4 Greenville, SC 29615
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Total Postage & Fees $ $5.33 07/01/2009
Sent To Caryl L. Clover and Uwe H. A. Diestel
Street, Apt. No., or PO Box No. 6 Darien Way
City, State, ZIP+4 Greenville, SC 29615
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Sent To Sue Lane Conrad
Street, Apt. No., or PO Box No. 316 Sunset Drive
City, State, ZIP+4 Weems, VA 22576
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Sent To Erma R. Rash
Street, Apt. No., or PO Box No. 28 Darien Way
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BOOK: 2384 PAGE: 2487

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Street, Apt. No., or PO Box No.: 655 Pelham Road
City, State, ZIP+4: Greenville, SC 29615

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Postmark Here: W.F.D

Sent To: W. Frank Durham, Jr.
Street, Apt. No., or PO Box No.: 208 Highbourne Drive
City, State, ZIP+4: Greenville, SC 29615

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Sent To: Leonard R. and Virginia R. Byrne
Street, Apt. No., or PO Box No.: 19 Darien Way
City, State, ZIP+4: Greenville, SC 29615

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7009 0080 0000 3745 5398

Meredith C. Vry

7009 0080 0000 3745 5282

Lucy S. Tiller

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2009087271 Book:DE 2364 Page:2445-2468
November 09, 2009 11:17:53 AM

Exhibit

SJ-4

AMENDMENT TO EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

AMENDMENT TO EXHIBIT "D" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is executed by RALPH H. AIKEN, PRESIDENT OF WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC., a South Carolina corporation (the "Corporation").

RECITALS:

1. The Amended and Restated Declaration of Restrictions and Protective Covenants executed by the Corporation, Trustees and LLCs referenced therein dated October 2, 2009, recorded in the Office of the Register of Deeds for Greenville County in Deed Book 2364, Page 2445 (the "Amended Declaration") has an Exhibit "D" attached thereto ("Original Exhibit D"), which was the Certification of the undersigned.

2. Original Exhibit D incorrectly stated "or forty-seven (47) out of sixty-two (62)" when it should have stated "thirty-seven (37) out of sixty-two (62)".

3. The purpose of this Amendment is to correct the error by filing the attached substitute Exhibit "D" to the Amended Declaration.

NOW, THEREFORE, the undersigned hereby amends the Amended Declaration by substituting the attached Exhibit "D" in lieu of the Original Exhibit D.

IN WITNESS WHEREOF, the undersigned has executed this document under seal as of the 18th day of November, 2009.

IN THE PRESENCE OF:

Ralph H. Aiken
President of Watson's Orchard Property Owners Association, Inc.

2009097117 AMEND/REST 12 PGS
Book:DE 2366 Page:1183-1194
December 21, 2009 10:47:24 AM
Rec:$10.00 Cnty Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Ralph H. Aiken, President of Watson's Orchard Property Owners Association Inc., sign, seal and as its act and deed deliver the within Amendment to Exhibit "D" to Amended and Restated Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Patrick H. Grayson Jr.

SWORN to before me this 1st day of December 2009.

Susan D. Walker (L. S.)
Notary Public for South Carolina

My Commission Expires: 10/15/11

SUSAN D. WALKER NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT "D"

CERTIFICATION

The undersigned, **RALPH H. AIKEN**, hereby certifies that he is president of Watson's Orchard Property Owners Association, Inc. (the "Corporation"); that the Corporation desires to amend and change the Declaration of Restrictions and Protective Covenants recorded in the RMC Office (now Office of Registered of Deeds) for Greenville County, January 18, 1981 in Deed Book 1140, Pages 961 - 969 (the "Declaration"); to accomplish said amendment and changes, the Corporation prepared a Vote document for each owner of a lot in Watson's Orchard Subdivision as defined in the Declaration; that the Corporation sent the Vote document to each Lot owner together with a proposed Agreement to Release Declaration of Restrictions and Protective Covenants ("Agreement") by certified mail; that attached to this Certification are copies of the certified mail notices; that the Corporation received the executed Vote document and Agreement from the twenty-two (22) Subdivision Owners identified on Exhibit "C" to Amended and Restated Declaration of Restrictions and Protective Covenants ("Amended and Restated Declaration"); that in addition the Corporation received the Vote document executed by James G. Stephens and Ralph D. Kellar as Co-Trustees of the Revocable Trust Agreement dated March 19, 1996 established by James B. Stephens as Amended and Restated by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003, Pelham Farm, LLC, Legacy One, LLC, and SESP, LLC the owners of the Trustee/LLC Property described in the Amended and Restated Declaration, which owners are entitled to five (5) votes; that the Corporation is the owner of the Pelham Road Tract and the Haywood Road Property described in the Amended and Restated Declaration; that the Corporation voted one (1) vote for the Pelham Road Tract and one (1) vote for the Haywood Road Property (six (6) votes for the Pelham Road Tract and four (4) votes for the Haywood Road Property if the Corporation is entitled to such votes). The votes total twenty-nine (29) out of fifty-four (54) (or thirty-seven (37) out of sixty-two (62), if the Corporation is entitled to ten (10) votes), in either case, the votes received total more than a majority vote.

Ralph H. Aiken, President of
Watson's Orchard Property Owners
Association, Inc.

SWORN TO before me this 1st
day of December, 2009.

Notary Public for South Carolina

My Commission Expires: 10/16/11

BOOK 2368 PAGE 1188

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Total Postage & Fees	$

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Mary J. Steele
224 Highbourne Drive
Greenville, SC 29615

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Restricted Delivery Fee (Endorsement Required)	$0.00
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0276
20
Postmark Here
07/01/2009

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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Lisette M. Silva and Mary F. Colley
102 Graystone Road
Greenville, SC 29615

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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $5.38

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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Traci Segura
211 Highbourne Drive
Greenville, SC 29615

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Restricted Delivery Fee (Endorsement Required)	$0.00
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20
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Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Ilona K. and William G. Alford
100 Graystone Road
Greenville, SC 29615

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Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $5.38

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07/01/2009

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Charles E. and Sharon F. Howard
213 Highbourne Drive
Greenville, SC 29615

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Scott P. and Kathleen H. Payne
205 Highbourne Drive
Greenville, SC 29615

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Street, Apt. No.; or PO Box No. 101 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615
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Street, Apt. No.; or PO Box No. 107 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615
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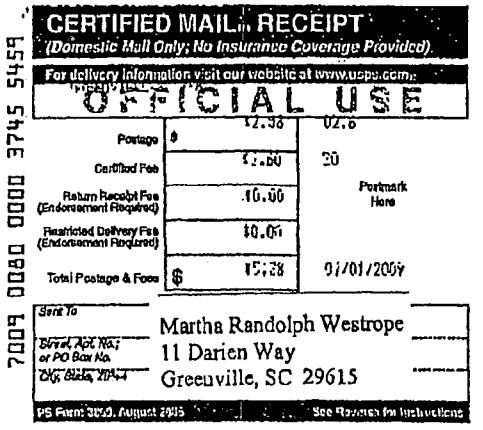
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Street, Apt. No.; or PO Box No. Delores B. Mitchell
City, State, ZIP+4 108 Graystone Road
Greenville, SC 29615
PS Form 3800, August 2006 See Reverse for Instructions
7009 0080 0000 3745 5596

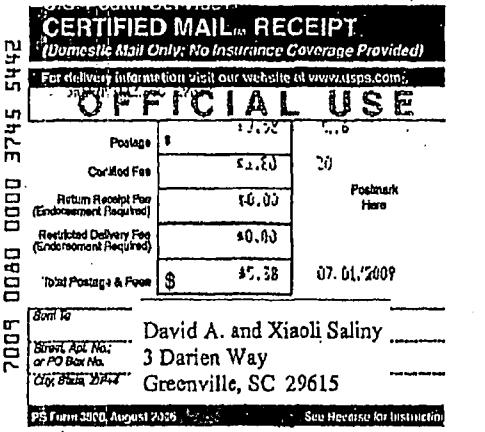
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Street, Apt. No.; or PO Box No. Merrill J. Gildersleeve
City, State, ZIP+4 17 Darien Way
Greenville, SC 29615
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7009 0080 0000 3745 5527

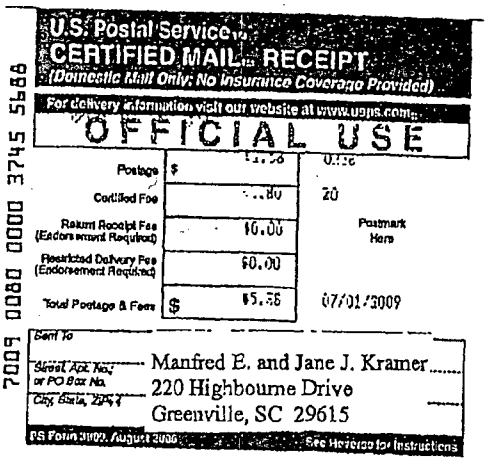
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Street, Apt. No.; or PO Box No. R. C. Fredrick Hanold, III and Rose F. Hanold
City, State, ZIP+4 13 Darien Way
Greenville, SC 29615
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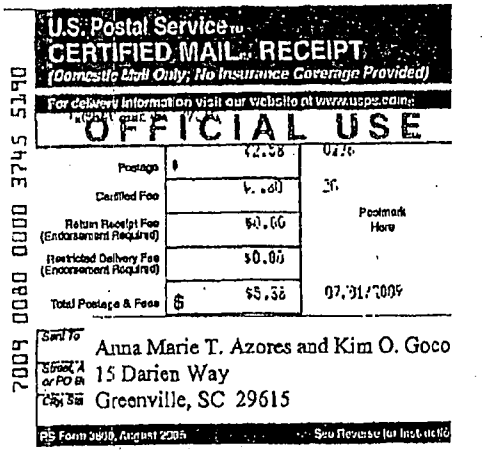
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Sent To
Street, Apt. No.; or PO Box No. George T. and Martha T. McLeod
City, State, ZIP+4 21 Darien Way
Greenville, SC 29615
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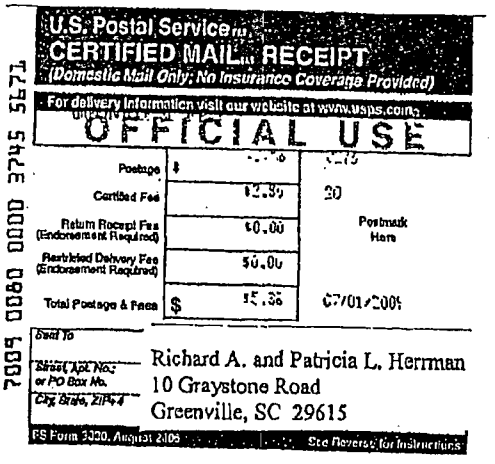
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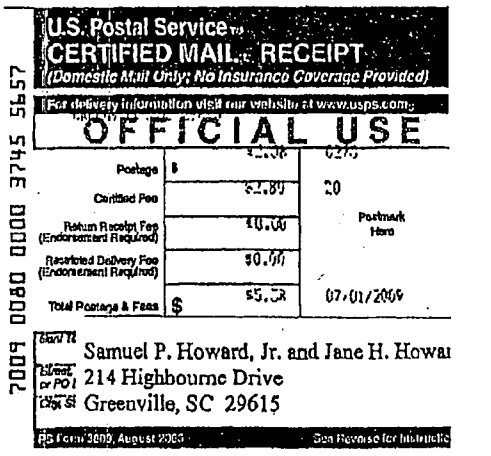

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Total Postage & Fees $ $5.38 07/01/2009
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City, State, ZIP+4
Martha Randolph Westrope
11 Darien Way
Greenville, SC 29615
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Total Postage & Fees $ $5.38 07/01/2009
7009 0080 0000 3745 5442
Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
David A. and Xiaoli Saliny
3 Darien Way
Greenville, SC 29615
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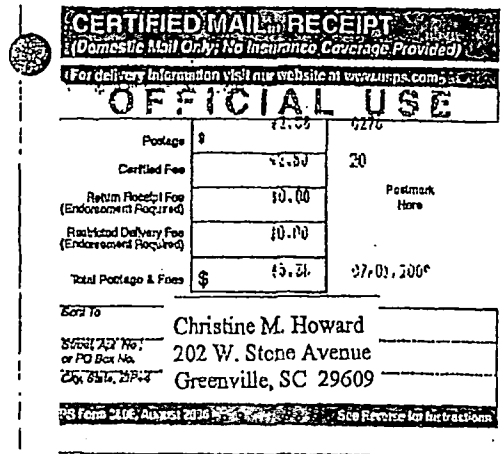

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Total Postage & Fees $ $5.38 07/01/2009
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Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Manfred E. and Jane J. Kramer
220 Highbourne Drive
Greenville, SC 29615
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Total Postage & Fees $ $5.38 07/01/2009
7009 0080 0000 3745 5190
Sent To
Street, Apt. No.; or PO Box No.
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Anna Marie T. Azores and Kim O. Goco
15 Darien Way
Greenville, SC 29615
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Total Postage & Fees $ $5.38 07/01/2009
7009 0080 0000 3745 5671
Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Richard A. and Patricia L. Herrman
10 Graystone Road
Greenville, SC 29615
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Total Postage & Fees $ $5.38 07/01/2009
7009 0080 0000 3745 5657
Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Samuel P. Howard, Jr. and Jane H. Howa
214 Highbourne Drive
Greenville, SC 29615
PS Form 3800, August 2006 See Reverse for Instructio

BOOK: 2568 PAGE: 118



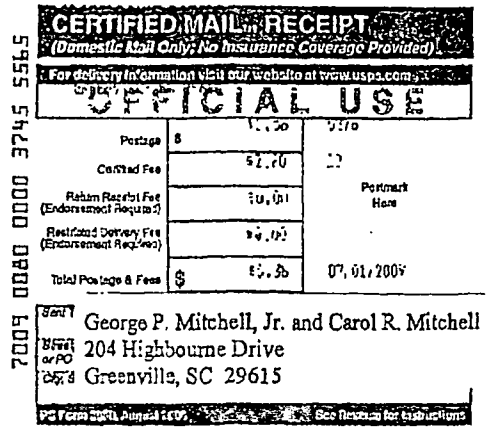
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Certified Fee	$2.30
Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
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Street, Apt. No.; or PO Box No.: 202 W. Stone Avenue
City, State, ZIP+4: Greenville, SC 29609

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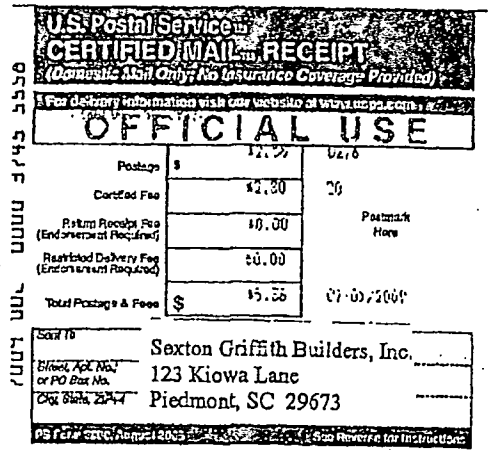
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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
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Sent To: George P. Mitchell, Jr. and Carol R. Mitchell
Street, Apt. No.; or PO Box No.: 204 Highbourne Drive
City, State, ZIP+4: Greenville, SC 29615

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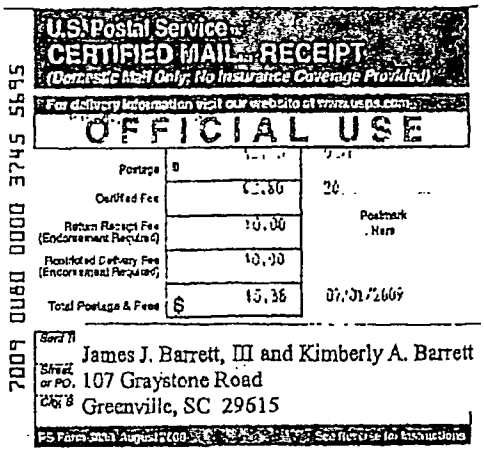
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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ 5.35

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City, State, ZIP+4: Piedmont, SC 29673

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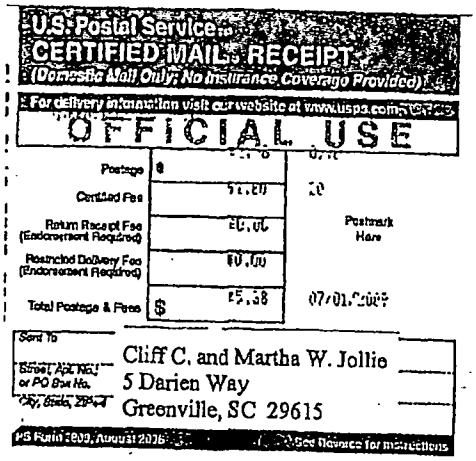
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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ 5.35

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Sent To: James J. Barrett, III and Kimberly A. Barrett
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City, State, ZIP+4: Greenville, SC 29615

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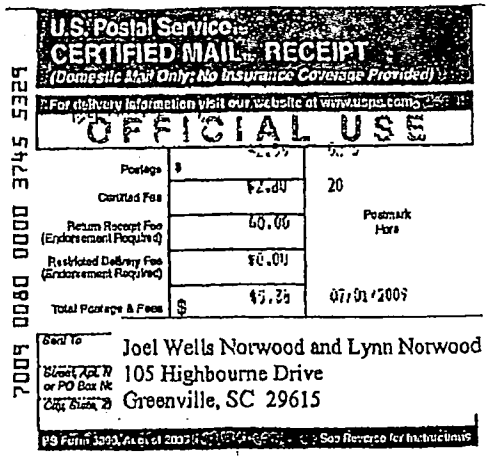
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Return Receipt Fee (Endorsement Required)	$0.00
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Total Postage & Fees	$ 5.35

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Sent To: Cliff C. and Martha W. Jollie
Street, Apt. No.; or PO Box No.: 5 Darien Way
City, State, ZIP+4: Greenville, SC 29615

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Sent To: Joel Wells Norwood and Lynn Norwood
Street, Apt. No.; or PO Box No.: 105 Highbourne Drive
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City, State, ZIP+4 Greenville, SC 29615

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Mary F. Newell
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City, State, ZIP+4 Greenville, SC 29615

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Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	0.00
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Sent To
Horst H. H. and Floride C. Eschenberry
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City, State, ZIP+4 Greenville, SC 29615

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Restricted Delivery Fee (Endorsement Required)	0.00
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Sent To
James Edwin Conrad
Street, Apt. No.; or PO Box No. 1655 Oakwood Drive
City, State, ZIP+4 Penn Valley, PA 19072

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Restricted Delivery Fee (Endorsement Required)	0.00
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Street, Apt. No.; or PO Box No. 9 Graystone Road
City, State, ZIP+4 Greenville, SC 29615

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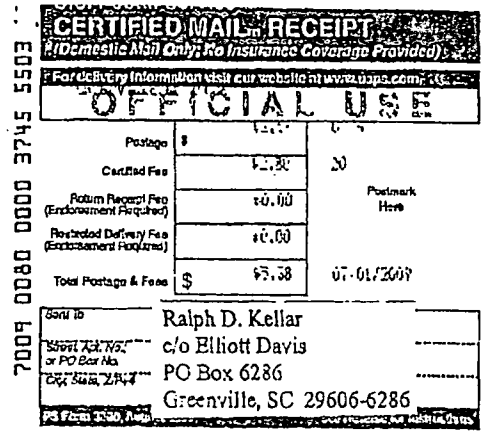
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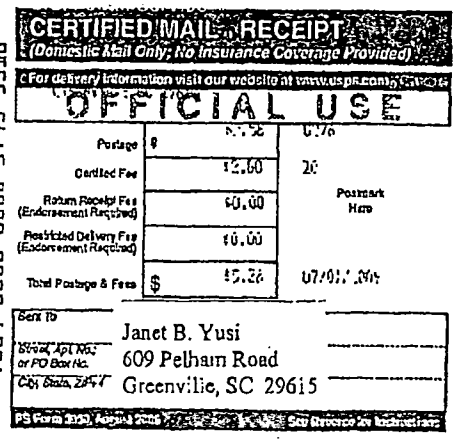
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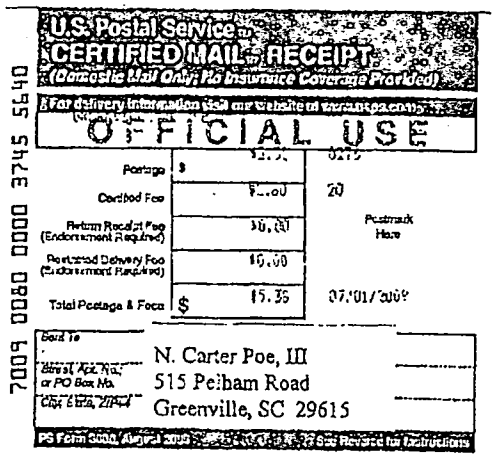
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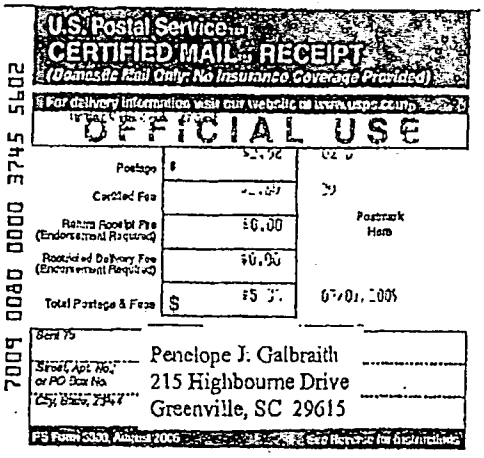
Sent To
Dean D. and Deborah P. Varner
Street, Apt. No.; or PO Box No. 200 Highbourne Drive
City, State, ZIP+4 Greenville, SC 29615

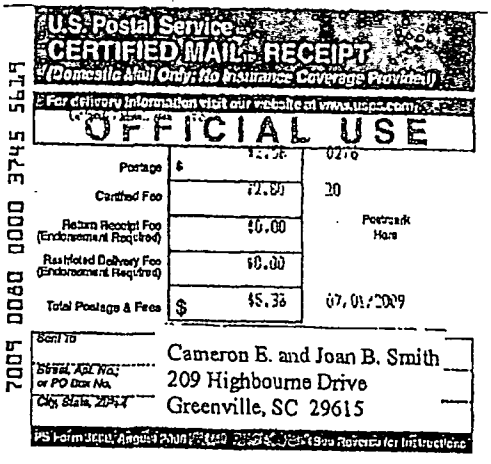
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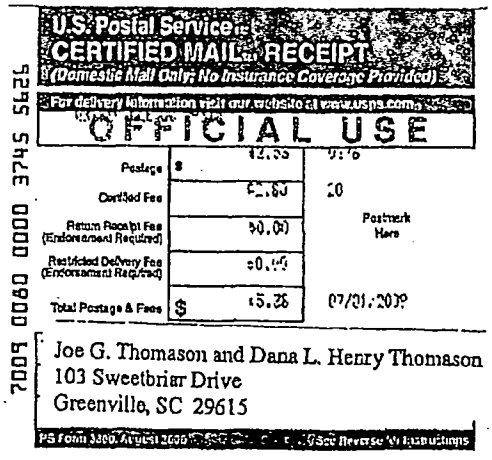

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Restricted Delivery Fee (Endorsement Required) 0.00
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Sent To
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City, State, ZIP+4
Ralph D. Kellar
c/o Elliott Davis
PO Box 6286
Greenville, SC 29606-6286
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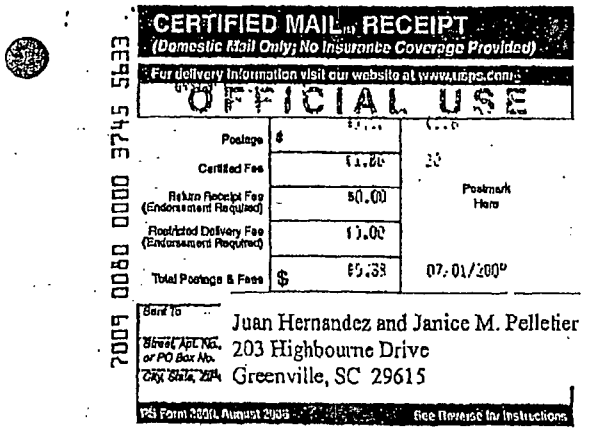

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Sent To
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Janet B. Yusi
609 Pelham Road
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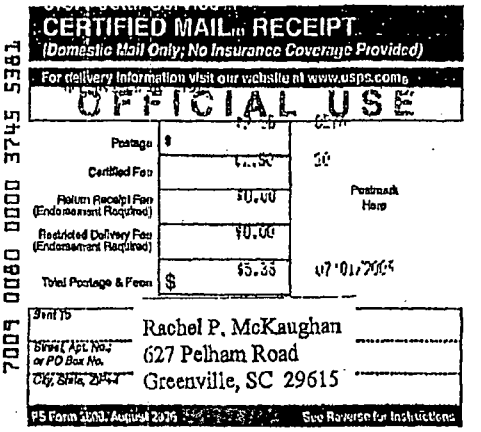

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515 Pelham Road
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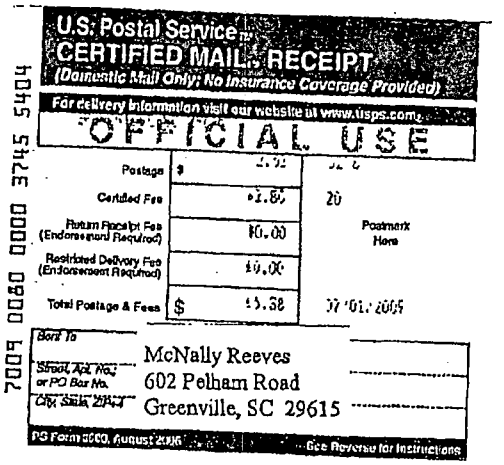

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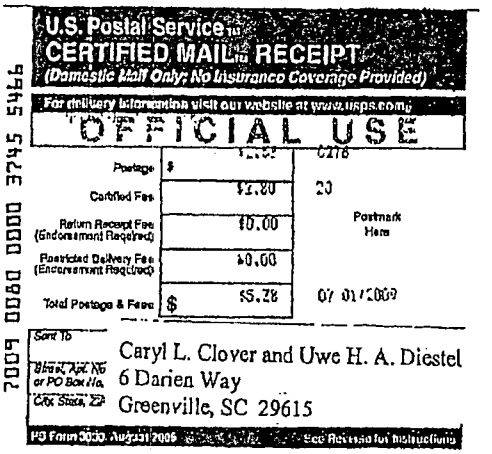

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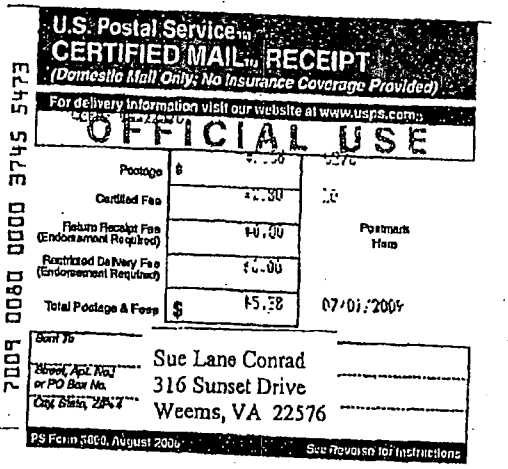

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Joe G. Thomason and Dana L. Henry Thomason
103 Sweetbriar Drive
Greenville, SC 29615
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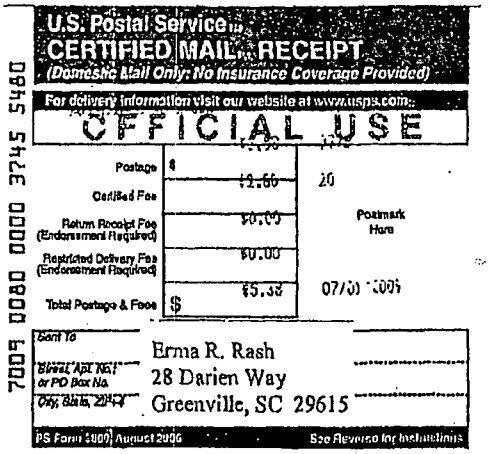

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City, State, ZIP+4 Greenville, SC 29615
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BOOK 2368 PAGE 1193

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Ramon J. and Jana Ashy
655 Pelham Road
Greenville, SC 29615

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W. Frank Durham, Jr.
208 Highbourne Drive
Greenville, SC 29615

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Total Postage & Fees	$

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Leonard R. and Virginia R. Byrne
19 Darien Way
Greenville, SC 29615

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BOOK: 2366 PAGE: 1194

7009 0080 0000 3745 5398

Meredith C. Vry

7009 0080 0000 3745 5282

Lucy S. Tiller

FILED FOR RECORD IN GREENVILLE COUNTY,SC ROD
2009097117 Book:DE 2366 Page:1193-1194
December 21, 2009 10:47:24 AM
Timothy L Kenney

Exhibit

SJ-5

EXHIBIT "B"

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) OFFER

The undersigned, Pelham Properties, Inc., hereby offers to purchase from Watson's Orchard Homeowner's Associates, Inc., Five (5) lots as are more fully described in Exhibit "A" annexed hereto and made a part hereof by reference, and known as the "Property", for a purchase price of Twenty One Thousand One Hundred and 00/100 ($21,100.00) Dollars per lot.

Said Property to be free and clear of all liens and encumbrances except for utility easements consisting of electricity, telephone, water and sewer and the Restrictions and Protective Covenants set out in the Agreement to Release of Restrictions applicable to the Buffer Strip.

Dated at Greenville, South Carolina this 6th day of October, 1980.

PELHAM PROPERTIES, INC.

BY: _____

EXHIBIT "B" (page [illegible])

EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, being identified as five (5) lots fronting on Pelham Road, to be more fully shown on a new survey, and being described in the aggregate according to a survey entitled "Survey for Richard Watson", dated June 27, 1980, revised August 18, 1980 and August 27, 1980, prepared by Carolina Surveying Company, with the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Pelham Road, at its intersection with a proposed road opposite Graystone Road, and running thence with the southern side of Pelham Road, N. 89-57 W. 338.4 feet to a point; thence continuing with the southern side of Pelham Road, N. 72-58 W. 89.8 feet to a point; thence continuing with the southern side of said road, N. 79-11 W. 100 feet to a point; thence continuing with the southern side of said road, N. 85-33 W. 100.8 feet to a point; thence continuing with the southern side of said road, S. 87-55 W. 99.5 feet to a point; thence continuing with the southern side of said road, S. 84-07 W. 231.4 feet to a point; running thence in a southerly direction, perpendicular to Pelham Road, approximately S. 5-08 E. 300 feet to a point in the line of a tract containing 22.15 acres; running thence along the line of said property, N. 84-07 E. 225 feet, more or less, to a point; running thence S. 82-23 E. 258.8 feet to a point; running thence S. 68-57 E. 387.9 feet to a point on the western side of the proposed road; running thence with the western side of said proposed road, N. 17-20 E. 270.8 feet to a point at the intersection of said proposed road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 25-48 W. 43.8 feet to the point of beginning.

Exhibit

SJ-6

#10

October 14, 1980

TO: Watson's Orchard Property Owners

SUBJECT: Releasing of Restrictions

It appears that at long last we, the lot owners in Watson's Orchard, have agreed to release the restrictions on the Watson property and to go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to Release.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 55,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission... It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

_____

_____

Homeowners

Exhibit

SJ-7

10a

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

Lincoln of South Carolina, Inc.,)
)
Plaintiff,)
)
-vs-)
)
Watson's Orchard Property)
Owners Association, Inc.,)
N. Carter Poe, III, James P.)
McNamara, Catherine F.)
McNamara, Louis W. Brummer,)
John C. Muller, Lucy S. Muller,)
J. B. Stephens, Ann Stephens,)
Clayton C. McKaughan, Rachael)
P. McKaughan, Peter J. Ashy,)
Sandra G. Ashy, W. R. Donahoo,)
Jr., Florence C. Donahoo, W.)
Clark Gaston, Jr., Mary H.)
Gaston, Richard D. Mitchell,)
John Paul Kitchens, Nancy Sue)
Rymer Kitchens, Richard P.)
Newell, Mary F. Newell, Dorothy) COMPLAINT
L. Brown, Wilkins Norwood,)
#1 Jackie Furr Norwood, Carroll)
1 & G D. Gray, Jr., Joyce C. Gray,)
Cameron E. Smith, Ann O. Jones,)
Henry S. Sullivan, II, Gladys)
G. Sullivan, Richard F. Watson,)
Southeast First National Bank of)
Miami, as Trustee of the Estate)
of Evelyn P. Watson, Sharon F.)
Howard, Charles E. Howard,)
Roger M. Scovil, Mary Earle)
Scovil, Meredith Carter Vry,)
Delores B. Mitchell, Patricia)
L. Hancock, James C. Blakely,)
Jr., Anne S. Blakely, Willie)
F. Graham, Leonard R. Byrne,)
Virginia R. Byrne, John H.)
(Jack) Baker, Eleanor Baker,)
Roy F. Hunt, Jr., Eva P. Hunt,)
Vincent J. Perone, Martha R.)
Westrope, Daniel G. Shager,)
Sophie Sue Shager, Teresa G.)
Bowler, Joseph Bowler, Jr.,)
Donald Sims, Mildred R. Sims,)
Beatrice P. Freeman, Ralph H.)
Aiken, Barbara M. Aiken,)
W. Frank Durham, Jr., Pat H.)
Durham, Samuel P. Howard, Jr.,)
Jane H. Howard, Manfred E.)
Kramer, Jane J. Kramer, Jerry)
T. Steele, Mary J. Steele,)
Herman E. Cox, Erma R. Nash,)
R. D. Nash, E. J. Woods, Mary)
K. Woods, Fidelity Federal)
Savings and Loan Association)
of Greenville, S. C., and City)
of Greenville,)
)
Defendants.)

The Plaintiff, complaining of the Defendants, would respectfully show unto the Court:

I.

Plaintiff is a corporation organized and existing under the laws of South Carolina; Watson's Orchard Property Owners Association, Inc. is a corporation organized and existing under the laws of South Carolina; Southeast First National Bank of Miami as Trustee of the Estate of Evelyn P. Watson, and Fidelity Federal Savings and Loan Association of Greenville, S. C. are corporations organized and existing under the laws of the United States; the City of Greenville is a body politic under the laws of South Carolina; the remaining Defendants are citizens and residents of the State and County aforesaid; the subject matter of this action involves real property located in the State and County aforesaid; that the Court has jurisdiction of the parties and the subject matter of this action.

II.

That the following defendants are owners in fee simple of subdivision lots in the County of Greenville, State of South Carolina, known as Watson Orchard: N. Carter Poe, III, James P. McNamara, Catherine F. McNamara, Louis W. Brummer, John C. Muller, Lucy S. Muller, J. B. Stephens, Ann Stephens, Clayton C. McKaughan, Rachael P. McKaughan, Peter J. Ashy, Sandra G. Ashy, W. R. Donahoo, Jr., Florence C. Donahoo, W. Clark Gaston, Jr., Mary H. Gaston, Richard D. Mitchell, John Paul Kitchens, Nancy Sue Rymer Kitchens, Richard P. Newell, Mary F. Newell, Dorothy L. Brown, Wilkins Norwood, Jackie Furr Norwood, Carroll D. Gray, Jr., Joyce C. Gray, Cameron E. Smith, Ann O. Jones, Henry S. Sullivan, II, Gladys G. Sullivan, Richard F. Watson, Southeast First National Bank of Miami, as Trustee of the Estate of Evelyn P. Watson, Sharon F. Howard, Charles E. Howard, Roger M. Scovil, Mary Earle Scovil, Meredith Carter Vry, Delores B. Mitchell, Patricia L. Hancock, James C. Blakely, Jr., Anne S. Blakely, Willie F. Graham, Leonard R. Byrne, Virginia R. Byrne, John H. (Jack) Baker, Eleanor Baker, Roy F. Hunt, Jr., Eva P. Hunt, Vincent J. Perone, Martha R. Westrope, Daniel G. Shager, Sophie Sue Shager, Teresa G. Bowler, Joseph Bowler, Jr., Donald Sims, Mildred R. Sims, Beatrice P. Freeman,

Ralph H. Aiken, Barbara M. Aiken, W. Frank Durham, Jr., Pat H. Durham, Samuel P. Howard, Jr., Jane H. Howard, Manfred E. Kramer, Jane J. Kramer, Jerry T. Steele, Mary J. Steele, Herman E. Cox, and Erma R. Rash.

III.

That with the exception of defendants, Watson's Orchard Property Owners Association, Inc., Fidelity Federal Savings and Loan Association of Greenville, S. C., and the City of Greenville, all of the defendants own property in fee simple, the title to which is derived through Richard F. Watson, Jr. and Evelyn P. Watson.

IV.

That heretofore on January 19, 1962, Richard F. Watson, Jr. and Evelyn P. Watson executed a document entitled "Preliminary Restrictions and Protective Covenants Applicable to Both Sides of Pelham Road", which document was recorded January 20, 1962 in the R.M.C. Office for Greenville County in Deed Book 690, Pages 531 and 532, which document stated that said parties desired to restrict the property described prior to the formulation of a final development or subdivision plan.

V.

#3

That on September 4, 1964, said Richard F. Watson, Jr. and Evelyn P. Watson executed a document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of Pelham Road", which document was recorded in the R.M.C. Office for Greenville County in Deed Book 758, at Pages 116, 117, and 118; which document stated that said parties desired to impose final restrictions on property which lies north of Pelham Road and five hundred (500') feet or more distant therefrom.

VI.

That subsequently a subdivision plat entitled "Watson Orchard", prepared by Piedmont Engineers and Architects, dated February, 1966, revised July 8, 1966 and revised December 28, 1966 was recorded in the R.M.C. Office for Greenville County in Plat Book OOO, at Page 99; that said plat shows all the lots of the defendants named in paragraph II, except defendant, Erma R. Rash, whose lot is shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book 4-C, at Page 133.

VII.

That on July 11, 1973 Honorable Frank Eppes, Resident Judge, 13th Judicial Circuit, in an action entitled Evelyn P. Watson, et al. vs. Richard F. Watson, Jr., et

al., issued a Decree declaring that certain real property was released and discharged from the restrictions and protective covenants dated January 19, 1962 and by subsequent Decree dated March 10, 1978, Judge Frank Eppes declared that additional real property was released and discharged from said restrictions and protective covenants. Said actions are filed in the Office of the Clerk of Court for Greenville County in Judgment Rolls L-6718 and 78-1539.

VIII.

That plaintiff is the owner of certain property on the southern side of Pelham Road and is the owner of an Option to purchase the remaining property on the southern side of Pelham Road from Richard F. Watson, Jr. and Southeast First National Bank of Miami as Trustee of the Estate of Evelyn P. Watson.

IX.

That all of the lots of the defendants named in paragraph II are located on the northern side of Pelham Road; that at the time of the development of the said Watson's Orchard Subdivision, Pelham Road was a two lane country road; that Pelham Road has been widened into a major arterial road with four lanes of traffic plus a center lane for left turns at the intersection of Pelham Road and Haywood Road. Haywood Road was a small county black-topped unimproved road at the time of the development of Watson's Orchard Subdivision. Haywood Road is now a major arterial road with four lanes of traffic, plus a left turn lane; that seven (7) of the lots in Watson's Orchard Subdivision front on Pelham Road, each having a depth of over four hundred (400') feet; that the remaining lots are over the hill from Pelham Road and slope in a northerly direction.

X.

That the property owned by said Richard F. Watson, Jr. and Evelyn P. Watson at the time of the recording of the said document referred to in paragraph IV is hereinafter referred to as "Watson Property"; that the Watson Property located on the southern side of Pelham Road and bounded by Haywood Road, Interstate 385, and property of Pate and Judy, has radically changed in character since 1962 because of the tremendous increase in traffic on the three major roads bounding said property, destroying the essential

object and purpose of said document referred to in paragraph IV. That Richard F. Watson, Jr., Evelyn P. Watson and Southeast First National Bank of Miami, as Trustee of the Estate of Evelyn P. Watson, have not developed nor subdivided the Watson property south of Pelham Road and east of Haywood Road; that part of the Watson Property west of Haywood Road has developed as commercial property; that a Mobil Oil service station is located on part of the Watson Property on Haywood Road, south of Pelham Road.

XI.

That plaintiff and defendants named in paragraph II have agreed to the release of the restrictions referred to in paragraph IV and V as to the Watson Property south of Pelham Road provided certain conditions precedent have been met, to wit: formation of Watson's Orchard Property Owners Association, Inc., compliance with Uniform Security Laws of South Carolina, conveyance of approximately 15.2 acres fronting on the southern side of Pelham Road "Buffer Zone", conveyance of approximately eight acres fronting on the eastern side of Haywood Road, imposing restrictions and protective covenants on said Buffer Zone and said eight acres, payment of Fifty Thousand and 00/100 ($50,000.00) to Watson's Orchard Property Owners Association, Inc., imposing restrictions and protective covenants on the remaining property on the southern side of Pelham Road, payment of legal and accounting fees, and annexation of the property south of the Buffer Zone into the City of Greenville; that plaintiff is informed and believes that the zoned parcels and acreages shown on the plat annexed as Exhibit "A" meet the intent and requirements of said conditions precedent.

XII.

That the aforesaid restrictions referred to in paragraph IV and V constitute a cloud on the title to plaintiff's title and the title to the property under option by plaintiff, which plaintiff is entitled to have removed, and the issue has been properly made for this court to pass a declaratory judgment to this effect under Section 15-53-10, et seq., Code of Laws of South Carolina, 1976, as amended. That the only way this issue can be otherwise determined is for plaintiff to actually start construction of a commerical or multi-family building and this would incur needless expense and delay, the purpose of which the said Declaratory Judgment Act was to avoid.

XIII.

That the City of Greenville is made a party to this action in order to confirm the plat, a copy of which is annexed hereto as Exhibit "A", used for the annexation of part of the Watson Property into the City of Greenville, to confirm the location on said plat of the property zoned E-1 Shopping Center District and C-Four Family Dwelling District and Road, and to confirm that the City of Greenville will allow the property in the Buffer Zone to be connected to the sewer system to be installed on the Watson property by the City of Greenville.

XIV.

That Plaintiff is informed and believes that more than a majority of the defendants, listed in paragraph II as stockholders in Watson's Orchard Property Owners Association, Inc. are willing for the said corporation to sell five minimum lots (200 feet frontage and 65,000 square feet) for One Hundred Five Thousand Five Hundred and 00/100 ($105,500.00) Dollars, said lots being part of the Buffer Zone on Pelham Road and located on the easternmost portion of said property and that the incorporator, initial director, and officer of Watson's Orchard Property Owners Association, Inc., namely, Charles E. Howard, has authority to execute a deed to said five (5) lots in consideration of One Hundred Five Thousand Five Hundred and 00/100 ($105,500.00) Dollars.

#8
I & G

XV.

That Fidelity Federal Savings and Loan Association is made a party to this action as representative of a class of mortgage holders of mortgages covering lots owned by the defendants, the actual mortgage holders being numerous and it being impractical to join all of them.

XVI.

That plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff prays:

1. That the Restrictions and Protective Covenants referred to in paragraph IV and V be declared null and void as to the Watson property located south of Pelham Road; that the defendants named in paragraph II be declared the parties having standing under said Restrictions and Protective Covenants.

2. That the Court declare that the radical change in the character of the Watson property has destroyed the essential object and purpose of said Restrictions and Protective Covenants as to the property on the southern side of Pelham Road, and that all defendants and their heirs, successors and assigns, be permanently enjoined from enforcing the said Restrictions and Protective Covenants.

3. That the Court declare that the plat annexed hereto as Exhibit "A" shows the location and acreages of the property zoned E-1 Shopping Center District and C-Four Family Dwelling District, and the proposed road through the Watson property, and that said parcels and proposed road meet the intent and requirements of the conditions precedent set out in Paragraph XI as to restrictions and protective covenants on the remaining property exclusive of the Buffer Zone.

4. That the tracts and parcels of land identified as being zoned "E-1 Commercial" on the plat annexed to this Complaint as Exhibit "A" are classified B-1 Shopping Center District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws, rules and regulations; that the tracts and parcels of land identified as being zoned "Multi-Family" on the plat annexed to this Complaint as Exhibit "A" are classified C-Four Family District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws, rules and regulations; that the new covenants and restrictions referred to in Paragraph XI of this Complaint and referred to in the Agreement to the Release of Restrictions and the Release of Restrictions annexed to this Complaint as Exhibit "C" permit the use of the parcels identified as being zoned E-1 Commercial on the plat annexed to this Complaint as Exhibit "A" for commercial purposes, including all of the uses and purposes permitted by zoning classification E-1 Shopping Center District and all other commercial uses and purposes permitted in the ordinances of the City of Greenville, South Carolina; that the new restrictions referred to in Paragraph XI of this Complaint and contained in the Agreement to the Release of Restrictions and the Release of Restrictions annexed to this Complaint as Exhibit "C" permit the use of the parcels identified as being zoned Multi-Family on the plat annexed

87
3 & G

to this Complaint as Exhibit "A" for multi-family purposes, including the uses and purposes permitted by zoning classification C-Four Family District under the zoning ordinances of the City of Greenville, South Carolina.

5. That the Court declare that Charles E. Howard, as initial director and officer of Watson's Orchard Property Owners Association, Inc. be authorized to execute and deliver a deed conveying good fee simple title to the property described in Exhibit "A" of the annexed Offer identified as Exhibit "B", upon receipt of the consideration of One Hundred Five Thousand Five Hundred and 00/100 ($105,500.00) Dollars, less documentary deed stamps.

6. That the Court declare that upon the conveyance of said Buffer Zone , upon the conveyance of the approximately eight (8) acres on Haywood Road, upon the payment of Fifty Thousand and 00/100 ($50,000.00) Dollars to Watson's Orchard Property Owners Association, Inc., and recording the Restrictions and Protective Covenants set out in the Agreement to Release of Restrictions, that the Release of Restrictions, a copy of which is annexed hereto as Exhibit "C", shall be recorded in the R.M.C. Office for Greenville County.

7. For such other and further relief as to the Court may seem just and proper.

BOZEMAN & GRAYSON

BY: Patrick H. Grayson, Jr.
Patrick H. Grayson, Jr.
Attorney for the Plaintiff

Greenville, S. C.

October 31, 1980

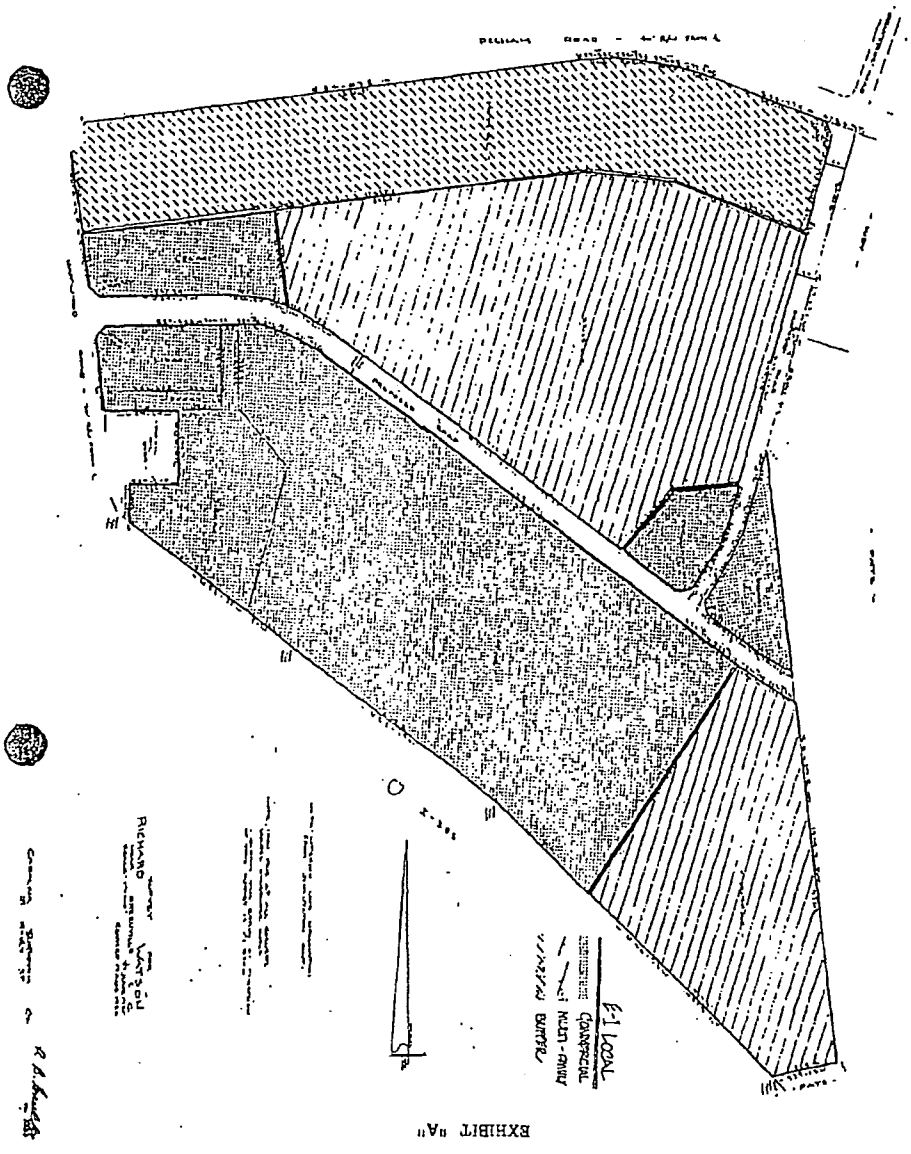

EXHIBIT "A"

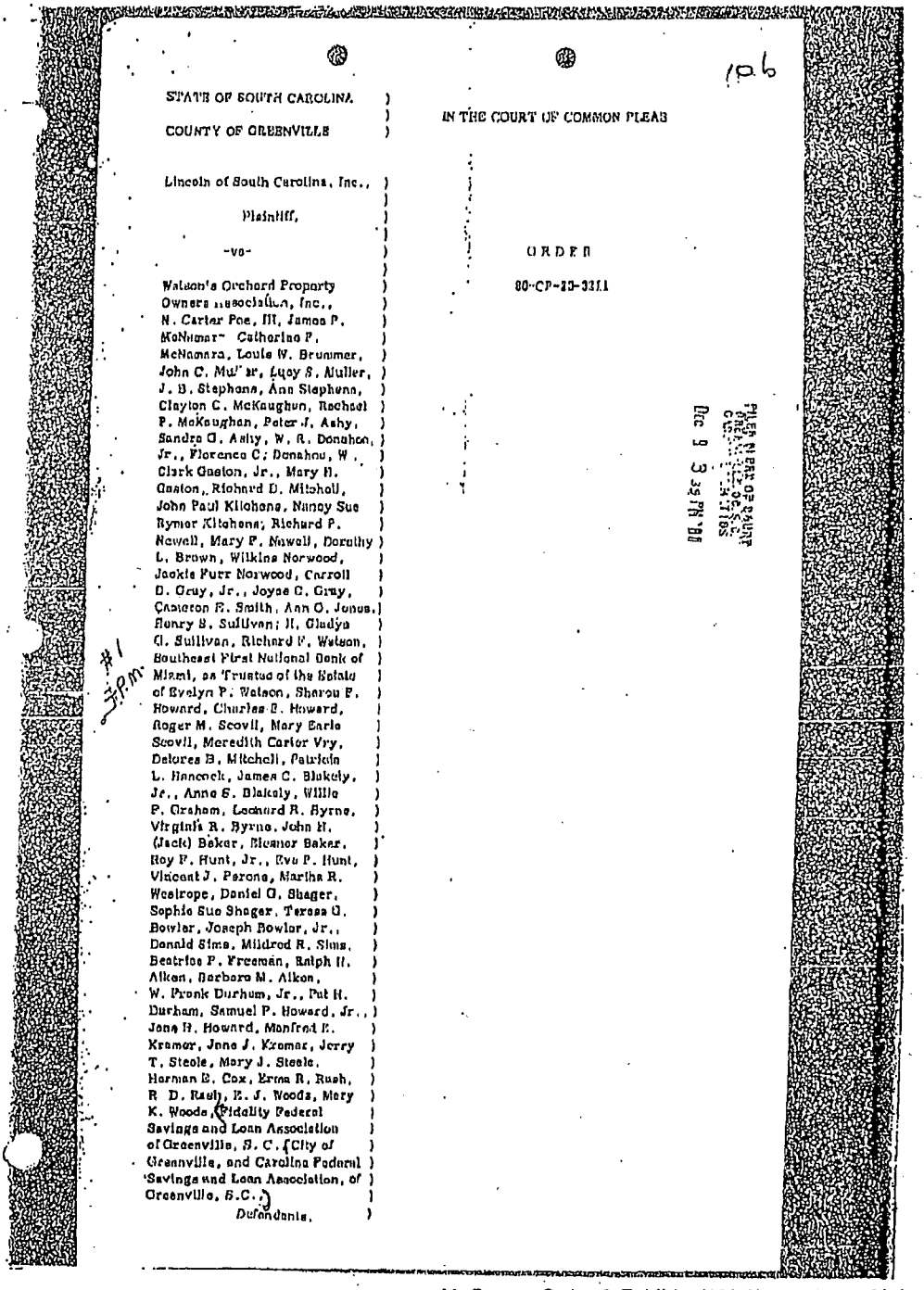
EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, being identified as five (5) lots fronting on Pelham Road, to be more fully shown on a new survey, and being described in the aggregate according to a survey entitled "Survey for Richard Watson", dated June 27, 1980, revised August 19, 1980 and August 27, 1980, prepared by Carolina Surveying Company, with the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Pelham Road, at its intersection with a proposed road opposite Graystone Road, and running thence with the southern side of Pelham Road, N. 88-57 W. 338.4 feet to a point; thence continuing with the southern side of Pelham Road, N. 72-58 W. 99.8 feet to a point; thence continuing with the southern side of said road, N. 78-11 W. 100 feet to a point; thence continuing with the southern side of said road, N. 85-33 W. 100.8 feet to a point; thence continuing with the southern side of said road, S. 87-55 W. 89.5 feet to a point; thence continuing with the southern side of said road, S. 84-07 W. 231.4 feet to a point; running thence in a southerly direction, perpendicular to Pelham Road, approximately S. 8-06 E. 300 feet to a point in the line of a tract containing 22.15 acres; running thence along the line of said property, N. 84-07 E. 225 feet, more or less, to a point; running thence S. 82-28 E. 258.8 feet to a point; running thence S. 68-57 E. 387.9 feet to a point on the western side of the proposed road; running thence with the western side of said proposed road, N. 17-20 E. 270.6 feet to a point at the intersection of said proposed road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 25-48 W. 43.8 feet to the point of beginning.

Exhibit

SJ-8



106

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

Lincoln of South Carolina, Inc.,)
)
Plaintiff,)
)
-vs-) ORDER
)
Watson's Orchard Property) 80-CP-23-3311
Owners Association, Inc.,)
N. Carter Poe, III, James P.)
McNamara, Catherine P.)
McNamara, Louis W. Brummer,)
John C. Muller, Lucy S. Muller,)
J. B. Stephens, Ann Stephens,)
Clayton C. McKaughan, Rachael)
P. McKaughan, Peter J. Ashy,)
Sandra G. Ashy, W. R. Donahoo,)
Jr., Florence C. Donahoo, W.)
Clark Gaston, Jr., Mary H.)
Gaston, Richard D. Mitchell,)
John Paul Kilchens, Nancy Sue)
Rymer Kilchens, Richard P.)
Newell, Mary P. Newell, Dorothy)
L. Brown, Wilkins Norwood,)
Jackie Furr Norwood, Carroll)
D. Gray, Jr., Joyce C. Gray,)
Cameron F. Smith, Ann C. Jones,)
Henry S. Sullivan; H. Gladys)
C. Sullivan, Richard P. Watson,)
Southeast First National Bank of)
Miami, as Trustee of the Estate)
of Evelyn P. Watson, Sharon F.)
Howard, Charles E. Howard,)
Roger M. Scovil, Mary Earle)
Scovil, Meredith Carter Vry,)
Delores B. Mitchell, Patricia)
L. Hancock, James C. Blakely,)
Jr., Anne S. Blakely, Willie)
P. Graham, Leonard R. Byrne,)
Virginia R. Byrne, John H.)
(Jack) Baker, Eleanor Baker,)
Roy F. Hunt, Jr., Eva P. Hunt,)
Vincent J. Perone, Martha R.)
Westrope, Daniel G. Shager,)
Sophie Sue Shager, Teresa G.)
Bowler, Joseph Bowler, Jr.,)
Donald Sims, Mildred R. Sims,)
Beatrice P. Freeman, Ralph H.)
Aiken, Barbara M. Aiken,)
W. Frank Durham, Jr., Pat H.)
Durham, Samuel P. Howard, Jr.,)
Jane H. Howard, Manfred E.)
Kramer, Jane J. Kramer, Jerry)
T. Steele, Mary J. Steele,)
Herman E. Cox, Erma R. Rush,)
R. D. Rush, E. J. Woods, Mary)
K. Woods, Fidelity Federal)
Savings and Loan Association)
of Greenville, S. C., City of)
Greenville, and Carolina Federal)
Savings and Loan Association, of)
Greenville, S.C.,)
Defendants.)

#1 3 pm

FILED IN BOOK OF RECORDS OF DEEDS, ETC. FOR GREENVILLE COUNTY, S.C.
Dec 9 3 35 PM '80

McGowan Order & Exhibits (12/9/1980), Page M-1

Pursuant to Code of Laws of South Carolina, 1976, as amended, §15-31-10, and upon the stipulation and agreement of all parties hereto, not in default, the above entitled action was referred to the undersigned for the purpose of taking testimony and determining all issues of law and fact with authority to enter a final judgment herein.

Pursuant to said Order, the matter was heard before me on December 8, 1980 with testimony taken and numerous exhibits received into record. In this action, Plaintiff seeks a declaratory judgment declaring that certain documents, deeds, plats and acts meet certain conditions precedent in an Agreement to the Release of Restrictions between Plaintiff and Defendant lot owners, and also declaring that the officer of a property owners association has authority to convey certain real estate, and further declaring that upon full performance of said Agreement to Release of Restrictions, that certain real estate restrictions would be released of record and declared null and void. Based upon the entire record, I hereby make the following findings and conclusions, with resulting declarations and orders thereon:

(1) It appears that all of the Defendants were served with the Summons and Complaint in this action or accepted service thereof as more fully appears in the affidavits of A. Tommy Smith, Deputy Sheriff for Greenville County, and Acceptances of Service signed by the Defendants.

#2 J.P.M.

(2) Upon motion by counsel for Plaintiff at the opening of the record, Defendant, Fidelity Federal Savings and Loan Association of Greenville, S. C., was declared not to be a party representative of a class of mortgage holders of mortgages covering lots owned by Defendants and Carolina Federal Savings and Loan Association of Greenville, S. C. was added as a Defendant representative of a class of numerous mortgage holders, it being impractical to join them all.

(3) The following Defendants in this matter have answered the Complaint: Watson's Orchard Property Owners Association, Inc., N. Carter Poe, III, Wildine Norwood, Jackie Furr Norwood, Herman E. Cox, Fidelity Federal Savings and Loan Association, of Greenville, S. C., Richard F. Watson, Southeast First National Bank of Miami, as Trustee of the Estate of Evelyn P. Watson, Sharon P. Howard, Charles E. Howard, Carolina Federal Savings and Loan Association, and the City of Greenville; the remaining Defendants are in default. However, all Defendants who are lot owners, as hereinafter defined have signed a Release of Restrictions document to be filed in the R.M.C. Office upon consummation of an Agreement to Release of Restrictions executed by substantially

all Defendant lot owners, being shown on Exhibit 17. I find that all parties are both the Court, and that the Court has jurisdiction of the parties and the subject matter.

(4) That a subdivision plat entitled "Watson's Orchard", prepared by Piedmont Engineers and Architects, dated February, 1966, revised July 8, 1966, and revised December 29, 1966 and recorded in the R.M.C. Office for Greenville County in Plat Book OOO, at Page 88, and plat recorded in the R.M.C. Office for Greenville County in Plat Book 4-C, at Page 103, show the lots owned by the parties having standing under "Preliminary Restrictions and Protective Covenants Applicable to Both Sides of Pelham Road", dated January 19, 1962 and recorded in the R.M.C. Office for Greenville County in Deed Book 800, at Pages 831 and 832.

(5) That with the exception of Defendants, Peter J. Ashy and Sandra G. Ashy, who have sold their lot, and their purchaser of record being bound by this proceeding, the following parties are the present owners of the aforesaid lots: N. Carter Poe, III, James P. McNamara, Catherine F. McNamara, Louis W. Brummer, John C. Muller, Lucy S. Muller, J. B. Stephens, Ann Stephens, Clayton C. McKnaughan, Rachael P. McKnaughan, W. R. Donahoo, Jr., Florence C. Donahoo, W. Clark Gaston, Jr., Mary H. Gaston, Richard D. Mitchell, John Paul Kitchens, Nancy Sue Bymer Kitchens, Richard P. Newell, Mary P. Newell, Dorothy L. Brown, Wilkins Norwood, Jackie Furr Norwood, Carroll D. Gray, Jr., Joyce C. Gray, Cameron E. Smith, Ann O. Jones, Henry S. Sullivan, II, Gladys B. Sullivan, Richard F. Watson, Jr., Southeast First National Bank of Miami, as Trustee of the Estate of Evelyn F. Watson, Sharon F. Howard, Roger M. Scovil, Mary Earle Scovil, Meredith Carter Vry, Delores B. Mitchell, Patricia L. Hancock, James C. Blakely, Jr., Anne S. Blakely, Willis F. Graham, Leonard R. Byrne, Virginia R. Byrne, John H. (Jack) Baker, Eleanor Baker, Roy F. Hunt, Jr., Eva F. Hunt, Vincent J. Perone, Martha R. Westropa, Daniel O. Shager, Sophie Sue Shager, Teresa O. Bowler, Joseph Bowler, Jr., Donald Sims, Mildred R. Sims, Beatrice P. Freeman, Ralph H. Aiken, Barbara M. Aiken, W. Frank Durham, Jr., Pat H. Durham, Samuel P. Howard, Jr., Jean H. Howard, Manfred E. Kramer, Jane J. Kramer, Jerry T. Steele, Mary J. Steele, Herman R. Cox, and Ernie R. Rash.

#3 C-3pm.

(6) That Defendant, Richard P. Watson, is the same person as Richard P. Watson, Jr.

(7) That Watson's Orchard Property Owners Association, Inc. has been formed and has been certified to be an existing corporation in good standing in accordance with South Carolina Law, and the provisions of the Uniform Security Laws of South Carolina have been complied with as evidenced by the copy of Articles of Incorporation, Certificate of Good Standing and Letter dated September 12, 1980 from the South Carolina Deputy Securities Commissioner, Stanley V. Lewis, shown as Exhibits 5, 6 and 7; that the same meet the condition precedent set out in Paragraph 1 of the Agreement to Release of Restrictions.

(8) That the copy of the deed shown as Exhibit 9 from Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc., conveying 14.79 acres on Pelham Road, is the deed, when executed, delivered and duly recorded, which will convey the "Buffer Zone" as defined in Paragraph 2 of said Agreement to Release of Restrictions, and will meet the condition precedent of Paragraph 2.

(9) That the copy of the deed shown as Exhibit 10 from Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc., conveying approximately eight (8) acres fronting on the eastern side of Haywood Road and on the northern side of Pelham Road, is the deed, when executed, delivered and duly recorded, which will convey the approximately eight (8) acres as described in Paragraph 3 of said Agreement to Release of Restrictions and will meet the condition precedent of Paragraph 3.

(10) That the copy of the Declaration of Restrictions and Protective Covenants shown as Exhibit 11, imposing restrictions and protective covenants on the said "Buffer Zone" and approximately eight (8) acres, are the Restrictions and Protective Covenants, when executed and duly recorded, will meet the condition precedent of Paragraph 4 of said Agreement to Release of Restrictions.

(11) That a certified check in the sum of Fifty Thousand and 00/100 ($50,000.00) Dollars made payable to Watson's Orchard Property Owners Association, Inc., and delivered to the corporate officer will meet the condition precedent of Paragraph 5 of the Agreement to Release of Restrictions.

(12) That the parties named in Exhibit 8, with the exception of Peter J. Ashy and Sandra O. Ashy, who have sold their lot, their purchaser being substituted in their place.

are the charter members in Watson's Orchard Property Owners Association, Inc. and are entitled to receive one share of unrestricted, common, voting stock in said corporation for each platted lot shown on the aforesaid plats, and such stock shall constitute all of the issued and outstanding stock in said corporation; that said parties shall be the owners of record of said lots at the date of the consummation of the Agreement to Release of Restrictions. The issuance of said stock will meet the condition precedent of paragraph 8 of said Agreement to Release of Restrictions.

(13) That the copy of the Declaration of Restrictions and Protective Covenants shown as Exhibit 12 imposing restrictions and protective covenants on the property south of Pelham Road (exclusive of the Buffer Zone), when executed and duly recorded, will meet the condition precedent of paragraph 7 of said Agreement to Release of Restrictions.

(14) That the "Property" bounded by Pelham Road on the north, Haywood Road on the west, by Interstate 385 on the south, by property of Althea P. Pate and Daisy S. Judy and William S. Judy, Jr. on the east, is a tract of land containing 85.85 acres as shown on the plat identified as Exhibit 13.

(15) That "total remaining property of approximately eighty-five (85) acres" in paragraph 7(d) of the Agreement to Release of Restrictions means 85.85 acres.

(16) That "No more than forty (40) percent of the total remaining property of approximately eighty-five (85) acres can be used for commercial use" means that no more than forty (40) percent of 85.85 acres can be used for commercial use.

(17) That the plat shown as Exhibit 13 shows the location of the proposed central road leading from Haywood Road to Pelham Road, shows the location of the property zoned E-1 Shopping Center District and C-Four Family Dwelling District and that the tracts and parcels of land identified as being zoned "E-1 Commercial" on the plat are classified E-1 Shopping Center District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws, rules and regulations; that the tracts and parcels of land identified as being zoned "Multi-Family" on said plat are classified C-Four Family District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning

McGowan Order & Exhibits (12/9/1980), Page M-5

of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws, rules and regulations; that the Restrictions and Covenants in Exhibit 12 permit the use of the parcels identified as being zoned B-1 Commercial on said plat for commercial purposes, including all of the uses and purposes permitted by zoning classification B-1 Shopping Center District and all other commercial uses and purposes permitted in the ordinances of the City of Greenville, South Carolina; that the Restrictions and Covenants in Exhibit 12 permit the use of the parcels identified as being zoned Multi-Family on said plat for multi-family purposes, including the uses and purposes permitted by zoning classification C-Four Family District under the zoning ordinances of the City of Greenville, South Carolina, as acknowledged by the City of Greenville in its Answer joining in the Plaintiff's prayer for relief.

(18) That more than a majority of the defendants as charter members and pending stockholders in Watson's Orchard Property Owners Association, Inc. are willing to sell five (5) lots as described in the deed shown as Exhibit 14, for the consideration of One Hundred Five Thousand Five Hundred and 00/100 ($105,500.00) Dollars, pursuant to the Offer shown as Exhibit 15, and that the President has authority to execute said deed within the usual and regular course of corporation business; that documentary deed stamps be paid from said consideration.

(19) That the City of Greenville will allow the property in the 14.78 acres (Buffer Zone) to be connected to the City Sewer System to be installed on the Watson Property, under an exception approved by the City to allow property outside the City to convert into a City Sewer, and no fees or service charges are waived by the City, as acknowledged by the City in its Answer.

(20) That upon compliance with the aforesaid conditions precedent, the Release of Restrictions in the form shown as Exhibit 10, may be duly recorded in the RMC Office for Greenville County and that all Defendants and their heirs, successors and assigns, should be permanently enjoined from enforcing said Restrictions and Protective Covenants described in said Release of Restrictions as to the property on the southern side of Pelham Road.

McGowan Order & Exhibits (12/9/1980), Page M-6

(21) That Defendant, Carolina Federal Savings and Loan Association of Greenville, S. C., has raised no objection that the proceedings are adverse to any mortgage holder, and it appears that the interest of any mortgagee of property of the Defendants which is derived through Richard F. Watson, Jr. and Evelyn P. Watson as to property on the northern side of Pelham Road apparently would not be adversely affected.

(22) That upon the consummation of the said Agreement to Release of Restrictions, the character of the 85.05 acre tract shown on Exhibit 13 located south of Pelham Road would be changed so as to destroy the essential object and purpose of the said Preliminary Restrictions and Protective Covenants Applicable to Both Sides of Pelham Road in Deed Book 866, at Pages 531 and 532, as to the property south of Pelham Road.

(23) That Charles E. Howard, incorporator and initial director, agreed to resign as director and consented to Louis W. Brummer as his successor as director and officer of Watson's Orchard Property Owners Association, Inc.

NOW, THEREFORE, IT IS DECLARED AND ORDERED that upon compliance with the aforesaid conditions precedent, the said Release of Restrictions may be duly recorded in the R.M.C. Office for Greenville County, and that all Defendants, their heirs, successors and assigns, shall be permanently enjoined from enforcing the said Preliminary Restrictions and Protective Covenants Applicable to Both Sides of Pelham Road and the same shall be null and void.

IT IS FURTHER RECOGNIZED AND DECLARED that the plat shown as Exhibit 13 shows the location and acreages of the property zoned E-1 Shopping Center District and C-Four Family Dwelling District.

IT IS FURTHER RECOGNIZED AND DECLARED that the tracts and parcels of land identified as being zoned "E-1 Commercial" on Exhibit 13 are classified E-1 Shopping Center District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws, rules and regulations; that the tracts and parcels of land identified as being zoned "Multi-Family" on the plat shown as Exhibit 13 are classified C-Four Family District under the applicable zoning ordinances and amendments thereto of the City of Greenville, and that the zoning of such property by the City of Greenville was duly and validly consummated in compliance with all applicable laws.

McGowan Order & Exhibits (12/9/1980), Page M-7

rules and regulations; that the new covenants and restrictions shown in Exhibit 13 permit the use of the parcels identified as being zoned S-1 Commercial on the plat shown as Exhibit 13 for commercial purposes, including all of the uses and purposes permitted by zoning classification S-1 Shopping Center District and all other commercial uses and purposes permitted in the ordinances of the City of Greenville, South Carolina; that the new restrictions shown as Exhibit 13 permit the use of the parcels identified as being zoned Multi-Family on the plat shown as Exhibit 13 for multi-family purposes, including the uses and purposes permitted by zoning classification C-Four Family District under the zoning ordinances of the City of Greenville, South Carolina.

IT IS FURTHER ORDERED that the officer of Watson's Orchard Property Owners Association, Inc. be authorized to execute and deliver a deed conveying good fee simple title to the property shown on Exhibit 14, upon receipt of the consideration of One Hundred Five Thousand Five Hundred and 00/100 ($105,500.00) Dollars, less documentary deed stamps.

IT IS FURTHER ORDERED that Louis W. Brunsmer be recognized as successor of Charles E. Howard as director and officer with full power and authority to act on behalf of Watson's Orchard Property Owners Association, Inc.

IT IS SO ORDERED.

Frank P. McGowan, Jr.

Frank P. McGowan, Jr., as Master in Equity
for Greenville County

Greenville, South Carolina

Date: December 9, 1980

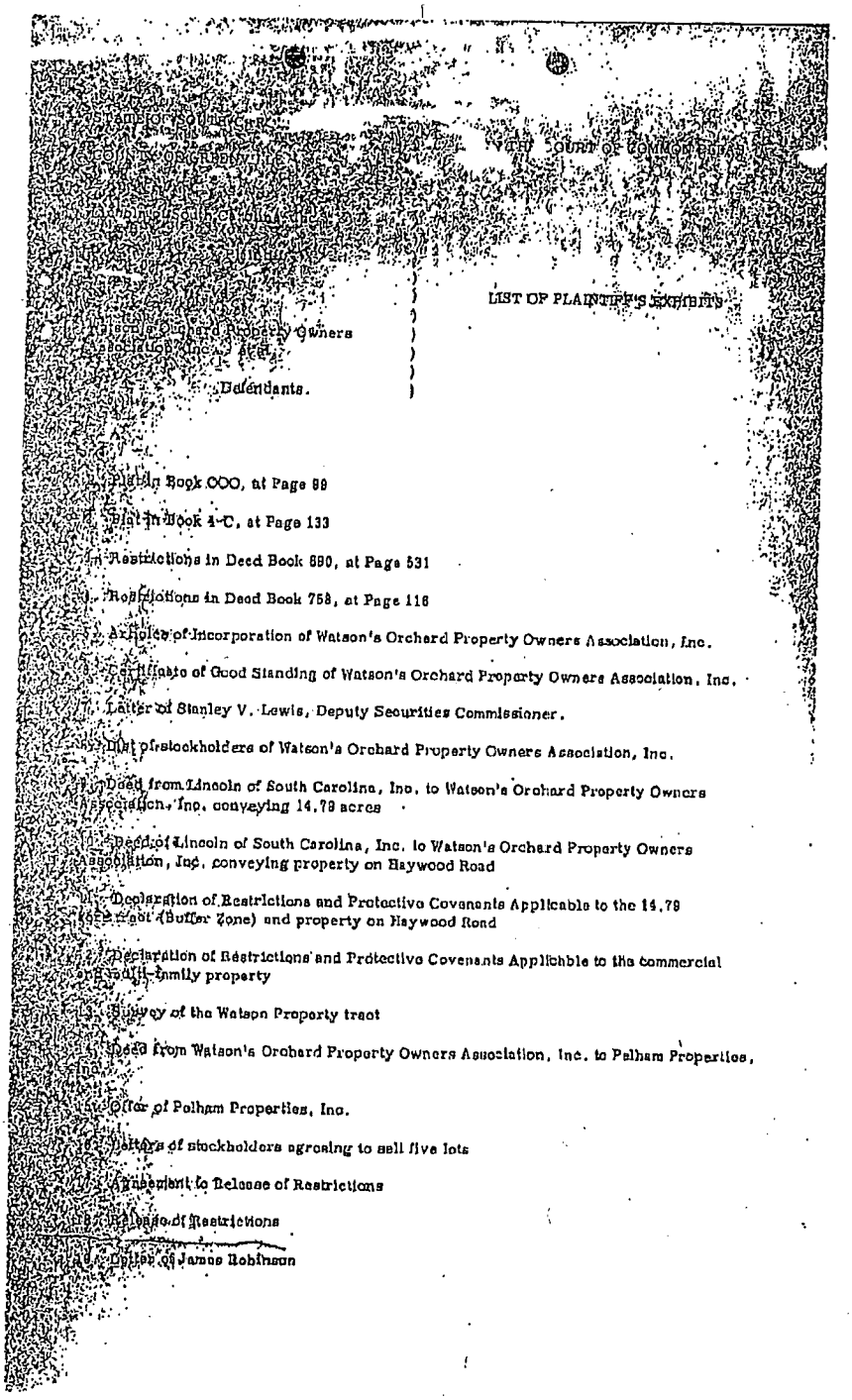
WE SO MOVE:

BOZEMAN & GRAYSON

BY: Patrick H. Grayson, Jr.

Patrick H. Grayson, Jr.
Attorney for Plaintiff

McGowan Order & Exhibits (12/9/1980), Page M-8



IN THE COURT OF COMMON PLEAS

LIST OF PLAINTIFF'S EXHIBITS

Watson's Orchard Property Owners Association, Inc., et al.,

Defendants.

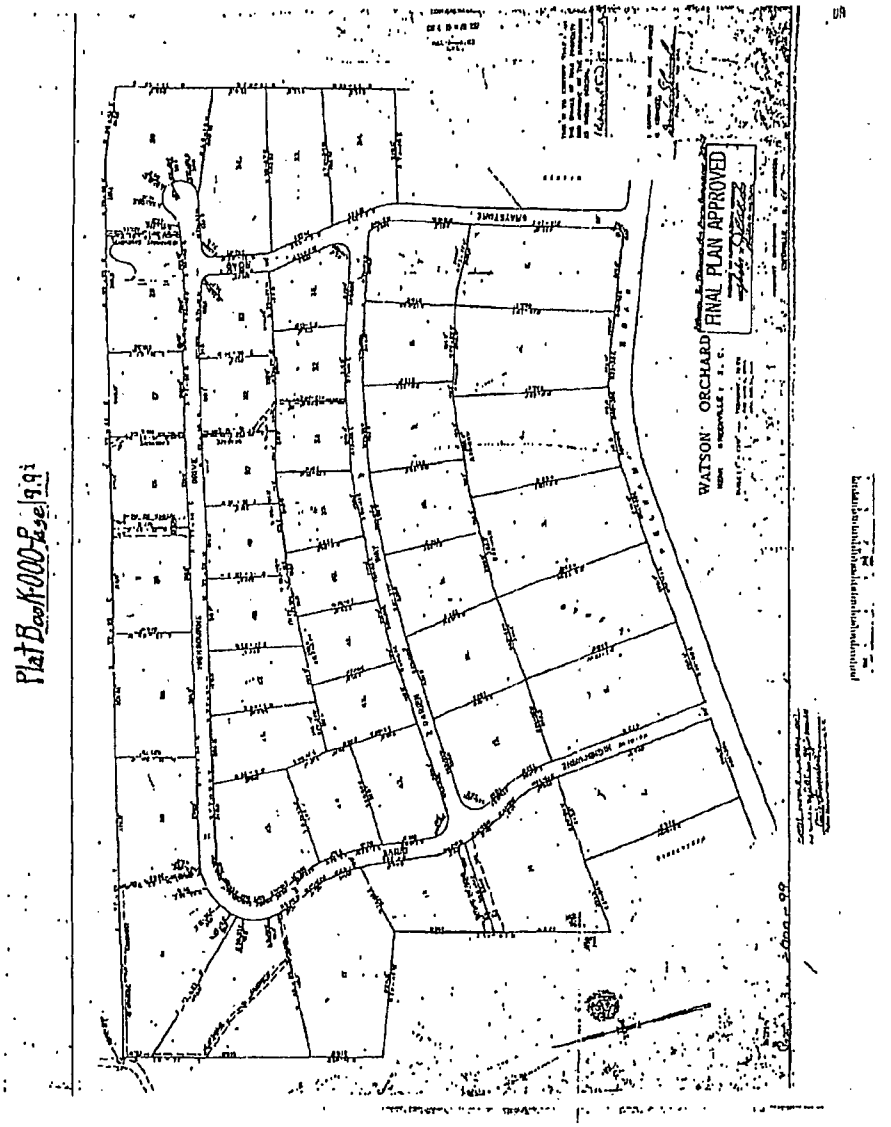
1. Plat in Book OOO, at Page 99
2. Plat in Book 4-C, at Page 133
3. Restrictions in Deed Book 690, at Page 531
4. Restrictions in Deed Book 758, at Page 116
5. Articles of Incorporation of Watson's Orchard Property Owners Association, Inc.
6. Certificate of Good Standing of Watson's Orchard Property Owners Association, Inc.
7. Letter of Stanley V. Lewis, Deputy Securities Commissioner.
8. List of stockholders of Watson's Orchard Property Owners Association, Inc.
9. Deed from Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. conveying 14.79 acres
10. Deed of Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. conveying property on Haywood Road
11. Declaration of Restrictions and Protective Covenants Applicable to the 14.79 acre tract (Buffer Zone) and property on Haywood Road
12. Declaration of Restrictions and Protective Covenants Applicable to the commercial and multi-family property
13. Survey of the Watson Property tract
14. Deed from Watson's Orchard Property Owners Association, Inc. to Pelham Properties, Inc.
15. Letter of Pelham Properties, Inc.
16. Letters of stockholders agreeing to sell five lots
17. Amendment to Release of Restrictions
18. Release of Restrictions
19. Letter of James Robinson

McGowan Order & Exhibits (12/9/1980), Page M-9

Exhibit 1

McGowan Order & Exhibits (12/9/1980), Page M-10

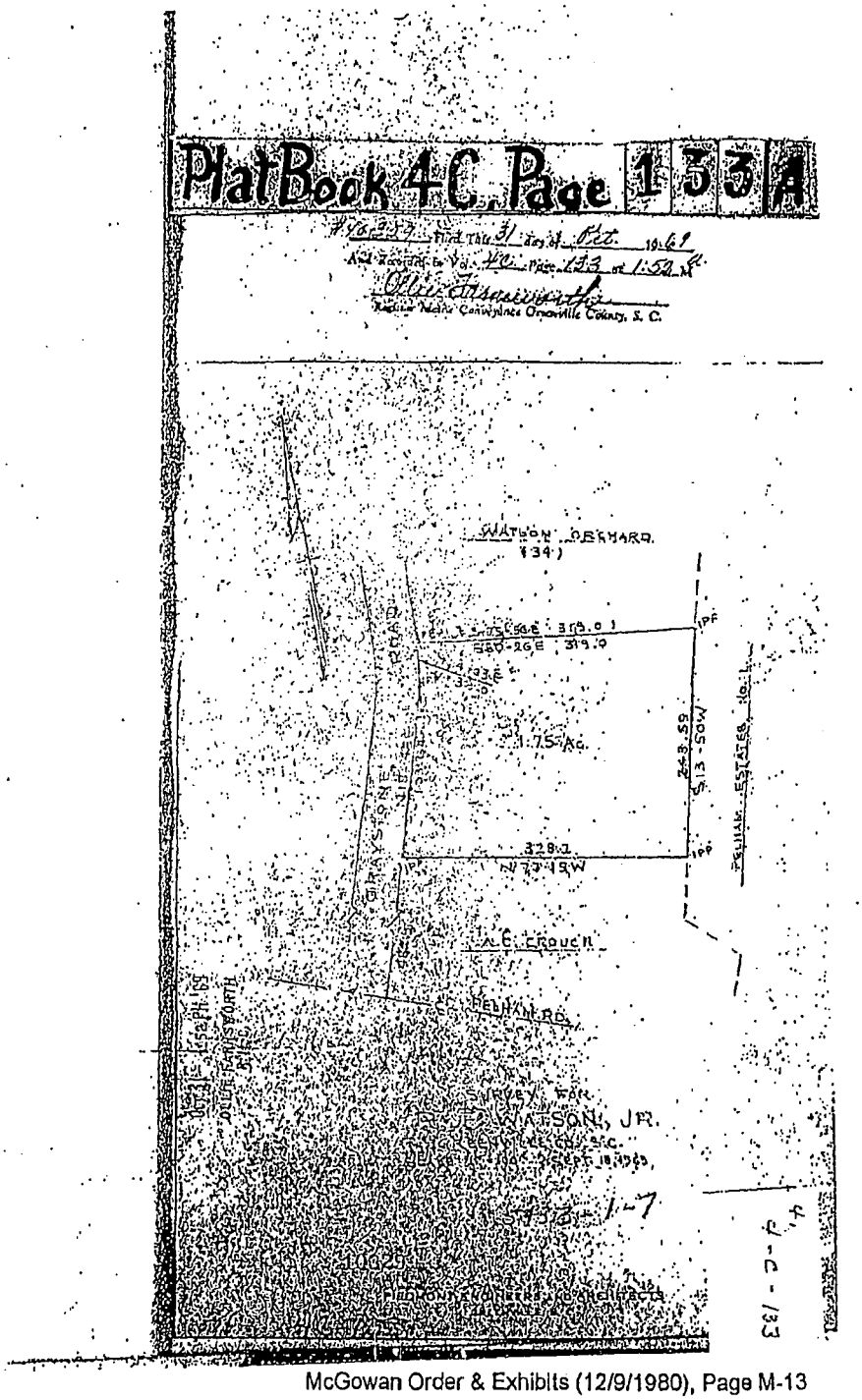
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Exhibit
DDD-99



Plat Book K000 Page 191

McGowan Order & Exhibits (12/9/1980), Page M-11

Exhibit 2



McGowan Order & Exhibits (12/9/1980), Page M-13

Exhibit 3

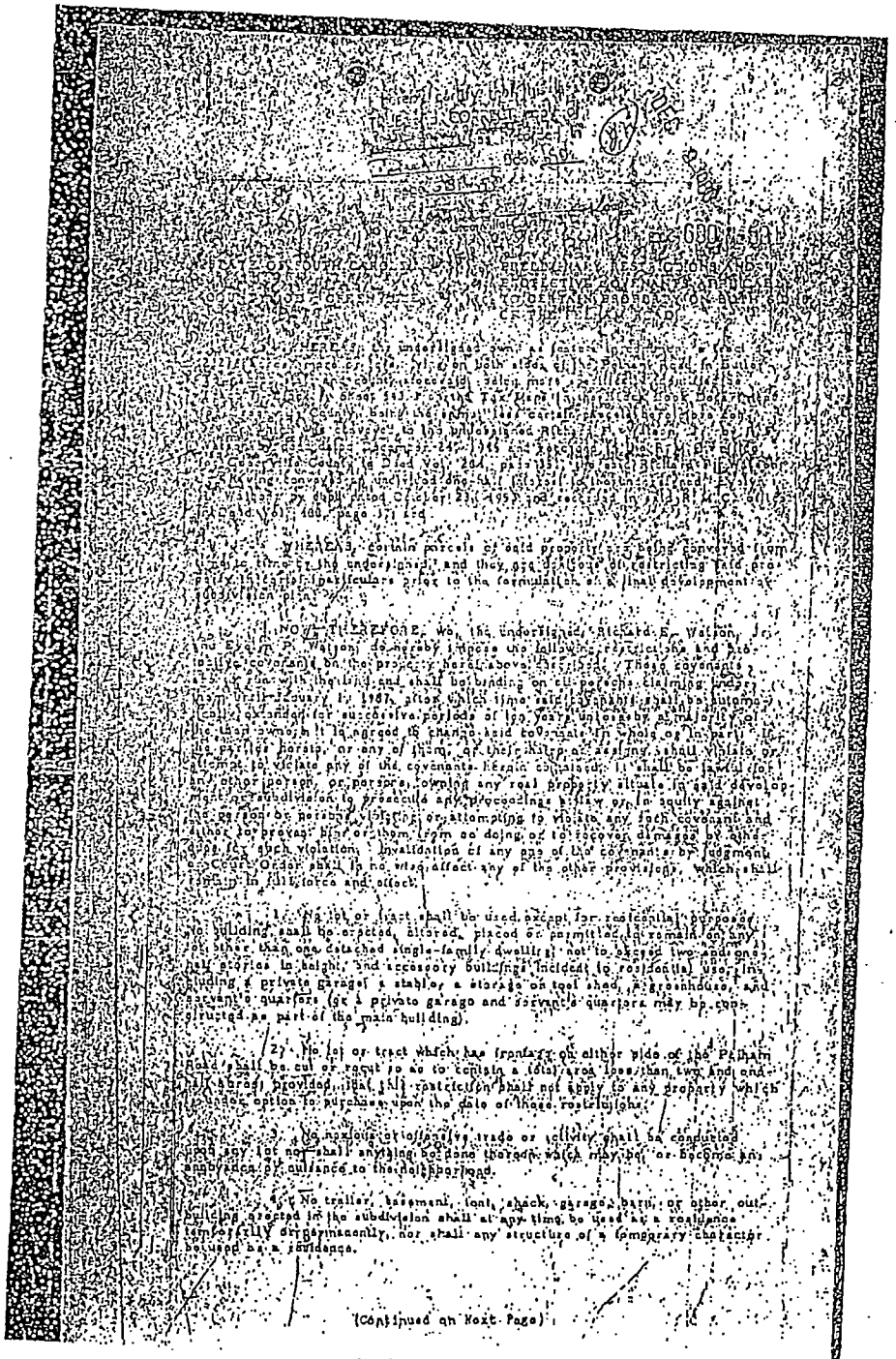
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is the original copy

and behind it is

a more legible copy.

McGowan Order & Exhibits (12/9/1980), Page M-15



WHEREAS, certain parcels of said property are being conveyed from time to time by the undersigned, and they are desirous of restricting said property in particular manner prior to the formulation of a final development plan;

NOW, THEREFORE, We, the undersigned, Richard E. Watson, Jr. and Ellen P. Watson, do hereby impose the following restrictions and protective covenants on the property hereinabove described. These covenants shall run with the land and shall be binding on all persons claiming under them until January 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten years unless by a majority vote it is agreed to change said covenants in whole or in part in a writing executed by the then owners of the property and properly recorded in the RMC Office for Greenville County, South Carolina.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situate in said development subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

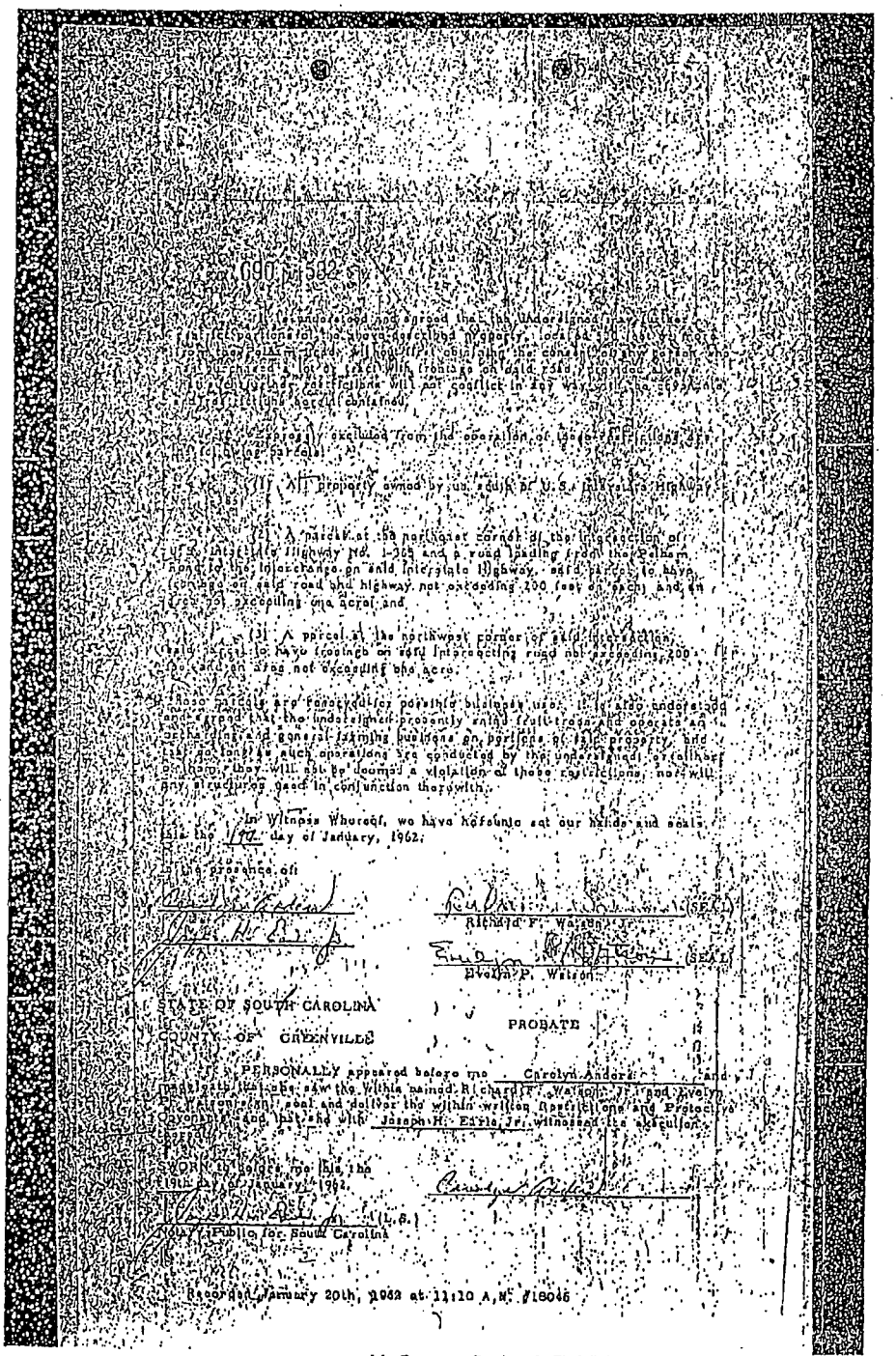
1) No lot or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height, and accessory buildings incident to residential use, including a private garage, a stable or a storage or tool shed, a greenhouse, and servants quarters (or a private garage and servants quarters may be constructed as part of the main building).

2) No lot or tract which has frontage on either side of the Pelham Road shall be cut or recut so as to contain a total area less than two and one half acres, provided that this restriction shall not apply to any property which has been the subject of a bona fide option to purchase upon the date of these restrictions.

3) No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(Continued on Next Page)



690 582

It is understood and agreed that the undersigned [illegible] the above described property, [illegible] and that [illegible] all rights of ingress and egress to and from said property [illegible] and that [illegible] will not conflict in any way [illegible] the [illegible] contained.

[illegible] excluded from the operation of [illegible] parcels:

(1) All property owned by the State of U. S. Highway [illegible]

(2) A parcel at the northeast corner of the intersection of [illegible] Highway No. I-385 and a road leading from the Pelham Road to the interchange on said Interstate Highway, said parcel to have frontage on said road and highway not exceeding 200 feet on each and to [illegible] one acre; and

(3) A parcel at the northwest corner of said intersection [illegible] to have frontage on said intersecting road not exceeding 200 feet and an area not exceeding one acre.

Those parcels are hereby [illegible] business use. It is also understood and agreed that the undersigned presently [illegible] and operate an [illegible] general farming business on portions of said property, and that so long as such operations are conducted by the undersigned or [illegible] they will not be deemed a violation of these restrictions, nor will any [illegible] be used in conjunction therewith.

In Witness Whereof, we have hereunto set our hands and seals this the 17th day of January, 1962.

In presence of

Richard F. Watson, Jr. (SEAL)

Evelyn P. Watson (SEAL)

STATE OF SOUTH CAROLINA)
PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Carolyn Anders and made oath that [illegible] saw the within named Richard F. Watson, Jr. and Evelyn P. Watson sign, seal and deliver the within written Restrictions and Protective Covenants and that she with Joseph H. Ervin, Jr. witnessed the execution thereof.

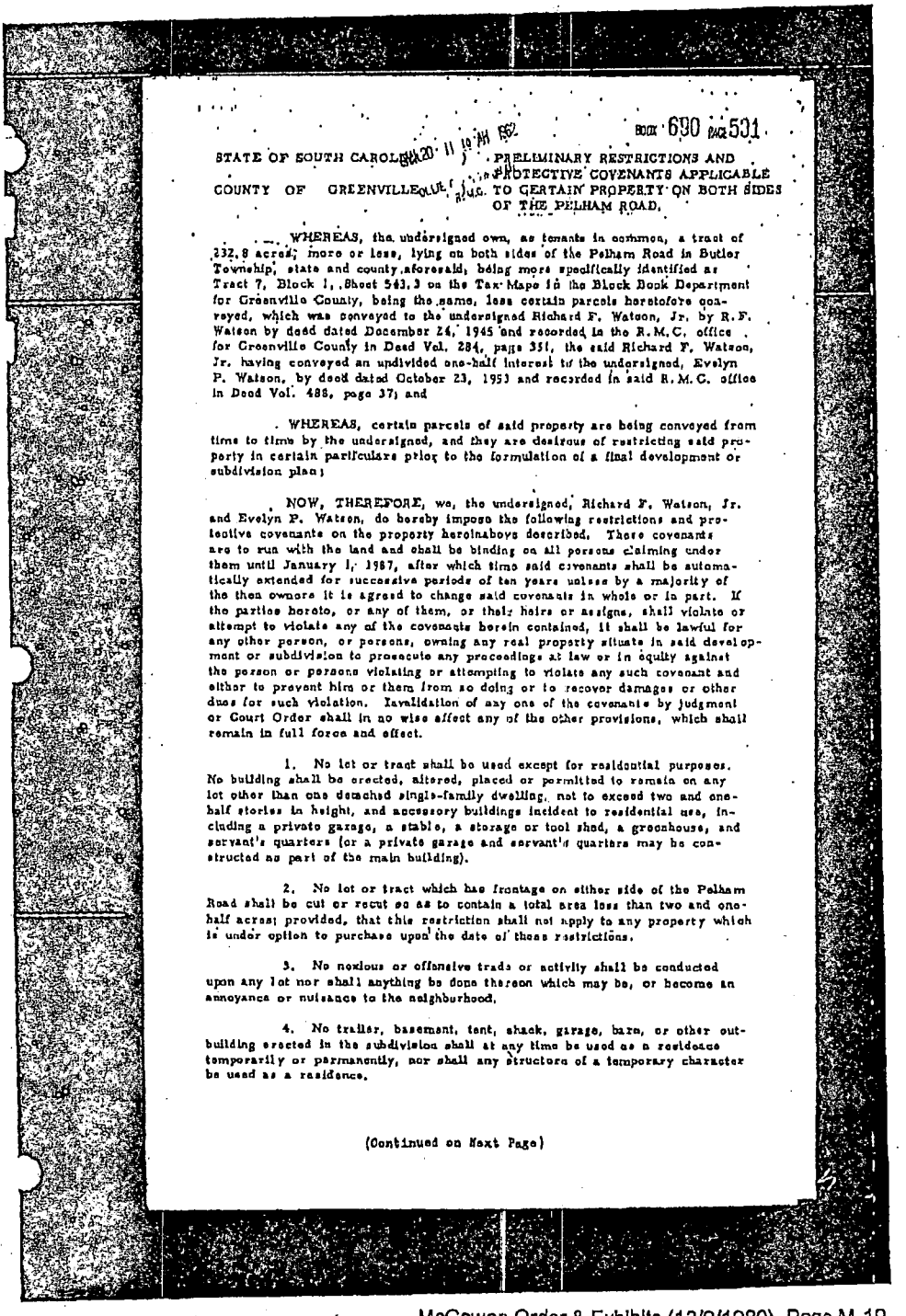
SWORN to before me this the 19th day of January, 1962.

Notary Public for South Carolina (L.S.)

Recorded January 20th, 1962 at 11:10 A.M. #18046

McGowan Order & Exhibits (12/9/1980), Page M-17

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BOOK 690 PAGE 501

STATE OF SOUTH CAROLINA)
) PRELIMINARY RESTRICTIONS AND
COUNTY OF GREENVILLE) PROTECTIVE COVENANTS APPLICABLE
TO CERTAIN PROPERTY ON BOTH SIDES
OF THE PELHAM ROAD.

WHEREAS, the undersigned own, as tenants in common, a tract of 232.8 acres, more or less, lying on both sides of the Pelham Road in Butler Township, state and county aforesaid, being more specifically identified as Tract 7, Block 1, Sheet 543.3 on the Tax Maps in the Block Book Department for Greenville County, being the same, less certain parcels heretofore conveyed, which was conveyed to the undersigned Richard F. Watson, Jr. by R.F. Watson by deed dated December 24, 1945 and recorded in the R.M.C. office for Greenville County in Deed Vol. 284, page 351, the said Richard F. Watson, Jr. having conveyed an undivided one-half interest to the undersigned, Evelyn P. Watson, by deed dated October 23, 1953 and recorded in said R.M.C. office in Deed Vol. 488, page 37; and

WHEREAS, certain parcels of said property are being conveyed from time to time by the undersigned, and they are desirous of restricting said property in certain particulars prior to the formulation of a final development or subdivision plan;

NOW, THEREFORE, we, the undersigned, Richard F. Watson, Jr. and Evelyn P. Watson, do hereby impose the following restrictions and protective covenants on the property hereinabove described. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1987, after which time said covenants shall be automatically extended for successive periods of ten years unless by a majority of the then owners it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, or persons, owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and accessory buildings incident to residential use, including a private garage, a stable, a storage or tool shed, a greenhouse, and servant's quarters (or a private garage and servant's quarters may be constructed as part of the main building).

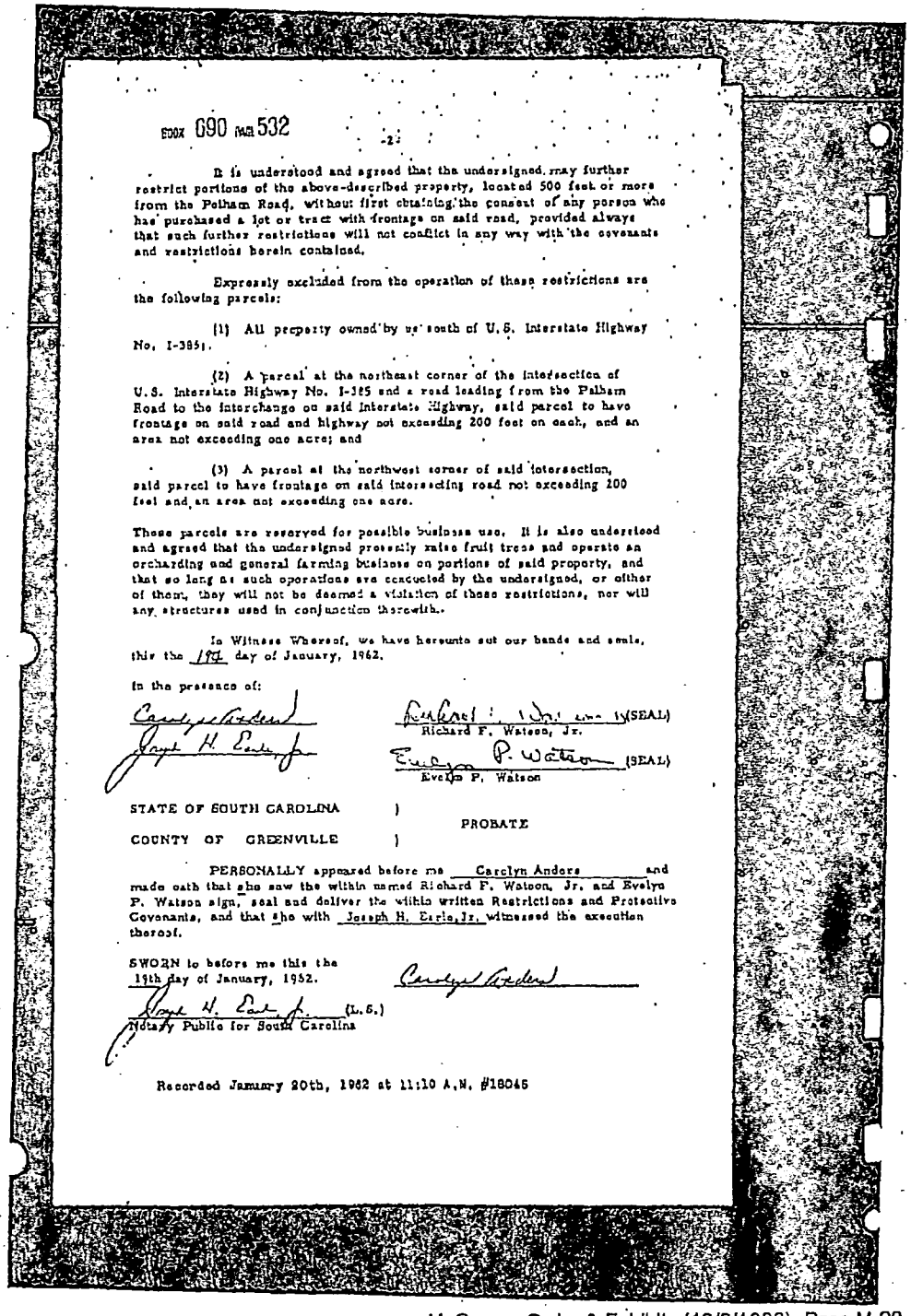
2. No lot or tract which has frontage on either side of the Pelham Road shall be cut or recut so as to contain a total area less than two and one-half acres; provided, that this restriction shall not apply to any property which is under option to purchase upon the date of these restrictions.

3. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(Continued on Next Page)

McGowan Order & Exhibits (12/9/1980), Page M-19



BOOK 690 PAGE 532

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It is understood and agreed that the undersigned may further restrict portions of the above-described property, located 500 feet or more from the Pelham Road, without first obtaining the consent of any person who has purchased a lot or tract with frontage on said road, provided always that such further restrictions will not conflict in any way with the covenants and restrictions herein contained.

Expressly excluded from the operation of these restrictions are the following parcels:

(1) All property owned by us south of U.S. Interstate Highway No. I-385;

(2) A parcel at the northeast corner of the intersection of U.S. Interstate Highway No. I-385 and a road leading from the Pelham Road to the interchange on said Interstate Highway, said parcel to have frontage on said road and highway not exceeding 200 feet on each, and an area not exceeding one acre; and

(3) A parcel at the northwest corner of said intersection, said parcel to have frontage on said intersecting road not exceeding 200 feet and an area not exceeding one acre.

These parcels are reserved for possible business use. It is also understood and agreed that the undersigned presently raise fruit trees and operate an orcharding and general farming business on portions of said property, and that so long as such operations are conducted by the undersigned, or either of them, they will not be deemed a violation of these restrictions, nor will any structures used in conjunction therewith.

In Witness Whereof, we have hereunto set our hands and seals, this the 19th day of January, 1962.

In the presence of:

Carolyn Anders
Joseph H. Earle, Jr.

Richard F. Watson, Jr. (SEAL)

Evelyn P. Watson (SEAL)

STATE OF SOUTH CAROLINA)
PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Carolyn Anders and made oath that she saw the within named Richard F. Watson, Jr. and Evelyn P. Watson sign, seal and deliver the within written Restrictions and Protective Covenants, and that she with Joseph H. Earle, Jr. witnessed the execution thereof.

SWORN to before me this the 19th day of January, 1962.

Carolyn Anders

Joseph H. Earle, Jr. (L.S.)
Notary Public for South Carolina

Recorded January 20th, 1962 at 11:10 A.M. #18045

McGowan Order & Exhibits (12/9/1980), Page M-20

Exhibit 4

The first copy

is the original copy

and behind it is

a more legible copy.

FILED GREENVILLE CO. S.C.

BOOK 758 PAGE 118

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RESTRICTIONS AND PROTECTIVE COVENANTS APPLICABLE TO CERTAIN PROPERTY ON THE NORTH SIDE OF THE PELHAM ROAD

WHEREAS, the undersigned own, as tenants in common, a tract which originally contained 122.6 acres, more or less, lying on both sides of the Pelham Road in Butler Township, State and County aforesaid, being more specifically identified as Tract 7, Block 1, Sheet 343.3 on the Tax Maps in the Block Book Department for Greenville County, being the same, less certain parcels heretofore conveyed, which was conveyed to the undersigned Richard F. Watson, Jr. by R. P. Watson by deed dated December 24, 1948, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 394, Page 381, the said Richard F. Watson, Jr. having conveyed an undivided one-half interest to the undersigned, Evelyn P. Watson, by deed dated October 23, 1952 and recorded in said R. M. C. Office in Deed Vol. 483, Page 371 and

WHEREAS, preliminary restrictions and protective covenants were imposed on said property by an instrument dated January 19, 1962, recorded in the R. M. C. Office for Greenville County in Deed Vol. 800, Page 531, but it was contemplated that more definitive restrictions would subsequently be placed upon portions of said property located 500 feet or more from the Pelham Road; and

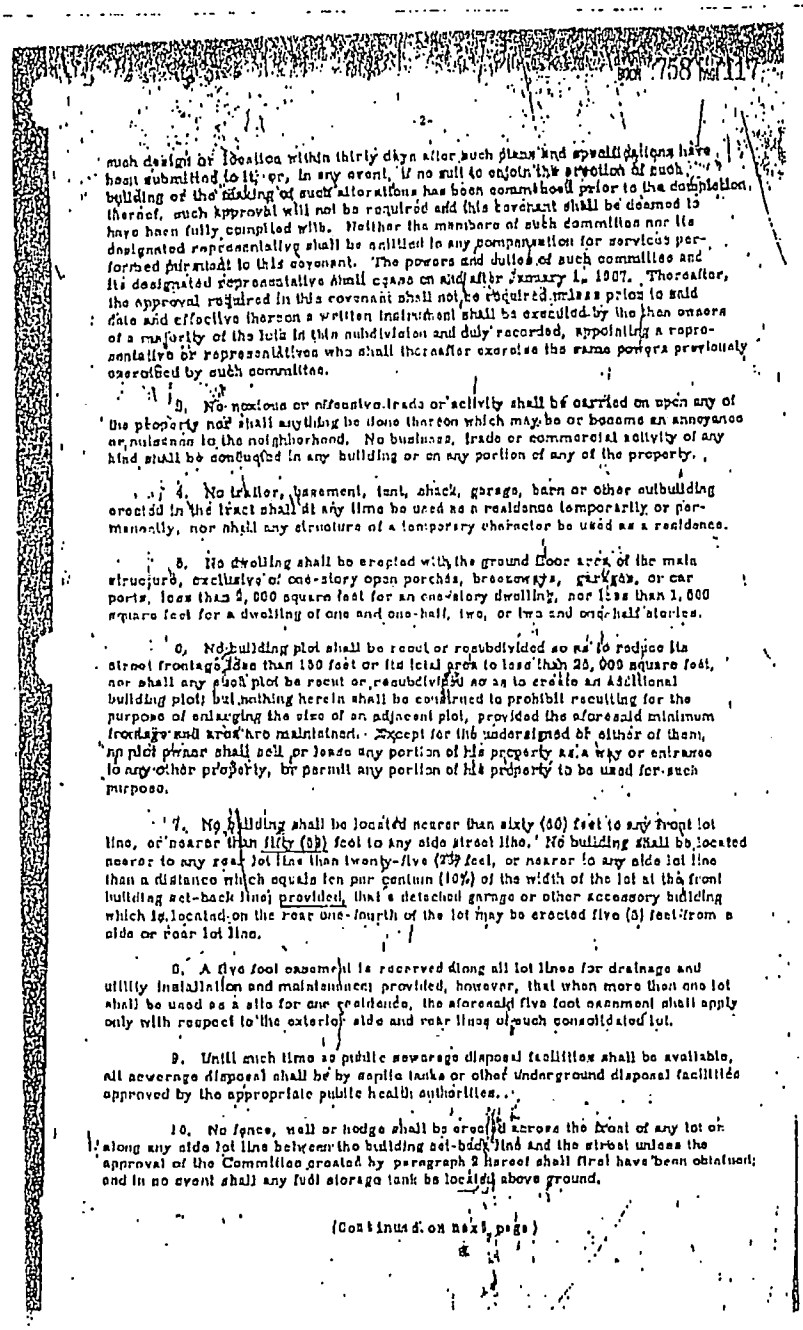
WHEREAS, the undersigned are desirous of imposing final restrictions and protective covenants on that portion of said property which lies north of the Pelham Road and more than 500 feet distant therefrom;

NOW, THEREFORE, we, the undersigned, Richard F. Watson, Jr. and Evelyn P. Watson, do hereby impose the following restrictions and protective covenants on the property hereinabove described. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1987, after which time said covenants shall be automatically extended for successive periods of ten years unless by a majority of the then owners it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, or persons, owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and necessary buildings incident to residential use, including a private garage, a storage or tool shed, and a greenhouse. The garage may be attached to the main structure.

2. No building, including the dwelling, greenhouse, detached garages and outbuildings shall be erected, placed or altered on any plot in this development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Richard F. Watson, Romayne A. Barnes and Evelyn Peyton Watson. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a successor or successors to the member or members so dying or resigning, or to designate a representative to act for the committee. In the event said committee or its designated representative fails to approve or disapprove

(Continued on next page)



BOOK 758 PAGE 117

-2-

such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1987. Thereafter, the approval required in this covenant shall not be required, unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

3. No noxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No dwelling shall be erected with the ground floor area of the main structure, exclusive of one-story open porches, breezeways, carports, or car ports, less than 2,000 square feet for an one-story dwelling, nor less than 1,600 square feet for a dwelling of one and one-half, two, or two and one-half stories.

6. No building plot shall be recut or resubdivided so as to reduce its street frontage less than 150 feet or its total area to less than 25,000 square feet, nor shall any such plot be recut or resubdivided so as to create an additional building plot; but nothing herein shall be construed to prohibit resulting for the purpose of enlarging the size of an adjacent plot, provided the aforesaid minimum frontage and area are maintained. Except for the undersigned or either of them, no plot owner shall sell or lease any portion of his property as a way or entrance to any other property, or permit any portion of his property to be used for such purpose.

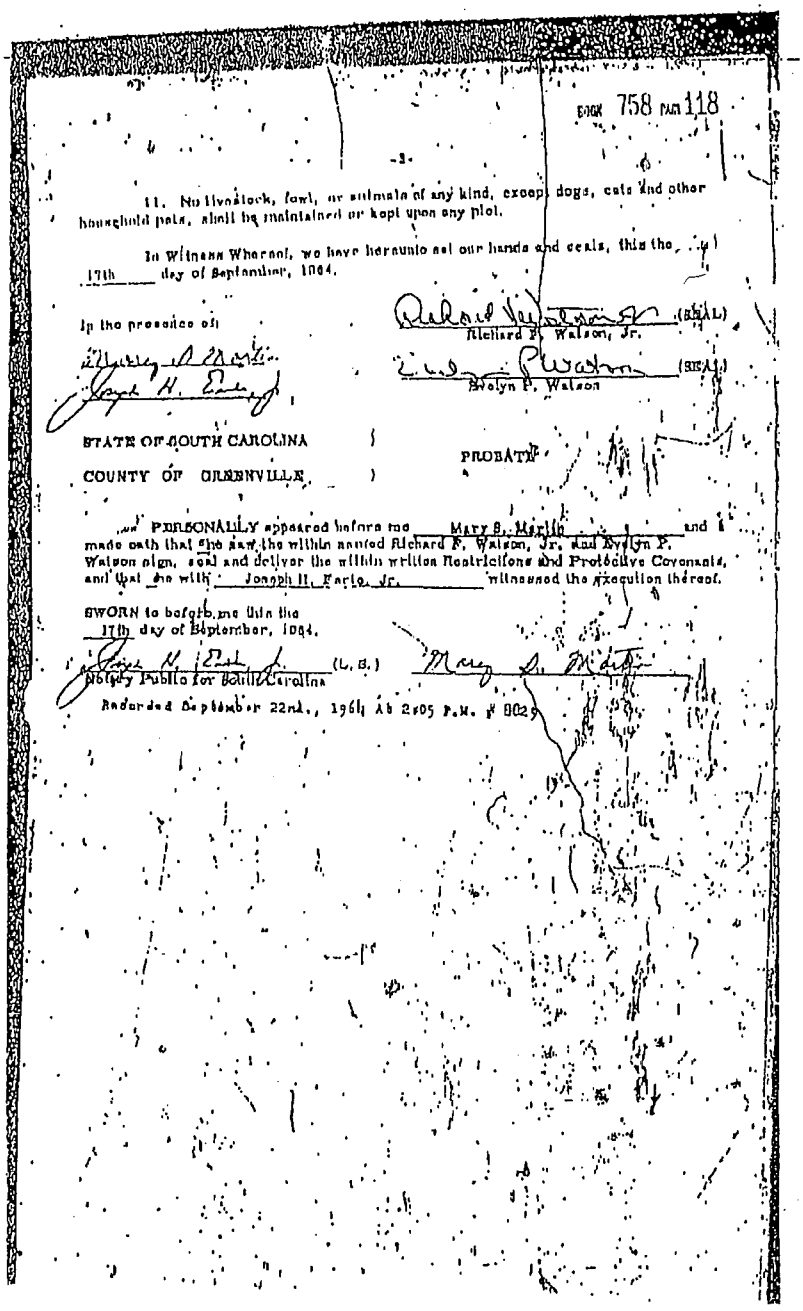
7. No building shall be located nearer than sixty (60) feet to any front lot line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer to any rear lot line than twenty-five (25) feet, or nearer to any side lot line than a distance which equals ten per centum (10%) of the width of the lot at the front building set-back line; provided, that a detached garage or other accessory building which is located on the rear one-fourth of the lot may be erected five (5) feet from a side or rear lot line.

8. A five foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot shall be used as a site for one residence, the aforesaid five foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

9. Until such time as public sewerage disposal facilities shall be available, all sewerage disposal shall be by septic tanks or other underground disposal facilities approved by the appropriate public health authorities.

10. No fence, wall or hedge shall be erected across the front of any lot or along any side lot line between the building set-back line and the street unless the approval of the Committee created by paragraph 2 hereof shall first have been obtained; and in no event shall any fuel storage tank be located above ground.

(Continued on next page)



BOOK 758 PAGE 118

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11. No livestock, fowl, or animals of any kind, except dogs, cats and other household pets, shall be maintained or kept upon any plot.

In Witness Whereof, we have hereunto set our hands and seals, this the 17th day of September, 1964.

In the presence of:

Richard F. Watson, Jr. (SEAL)

Evelyn P. Watson (SEAL)

STATE OF SOUTH CAROLINA)
PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Mary S. Mattis and made oath that she saw the within named Richard F. Watson, Jr. and Evelyn P. Watson sign, seal and deliver the within written Restrictions and Protective Covenants, and that she with Joseph H. Earle, Jr. witnessed the execution thereof.

SWORN to before me this the 17th day of September, 1964.

Notary Public for South Carolina (L.S.)

Recorded September 22nd., 1964 At 2:05 P.M. # 8029

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GREENVILLE CO. S. C.

BOOK 758 PAGE 118

STATE OF SOUTH CAROLINA) RESTRICTIONS AND PROTECTIVE
COVENANTS APPLICABLE TO CERTAIN
COUNTY OF GREENVILLE) PROPERTY ON THE NORTH SIDE OF
THE PELHAM ROAD

WHEREAS, the undersigned own, as tenants in common, a tract which originally contained 232.8 acres, more or less, lying on both sides of the Pelham Road in Butler Township, State and County aforesaid, being more specifically identified as Tract 7, Block 1, Sheet 543.3 on the Tax Maps in the Block Book Department for Greenville County, being the same, less certain parcels heretofore conveyed, which was conveyed to the undersigned Richard F. Watson, Jr. by R. P. Watson by deed dated December 24, 1948 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 384, Page 351, the said Richard F. Watson, Jr. having conveyed an undivided one-half interest to the undersigned, Evelyn P. Watson, by deed dated October 23, 1953 and recorded in said R. M. C. Office in Deed Vol. 483, Page 37; and

WHEREAS, preliminary restrictions and protective covenants were imposed on said property by an instrument dated January 19, 1962, recorded in the R. M. C. Office for Greenville County in Deed Vol. 690, Page 331, but it was contemplated that more definitive restrictions would subsequently be placed upon portions of said property located 500 feet or more from the Pelham Road; and

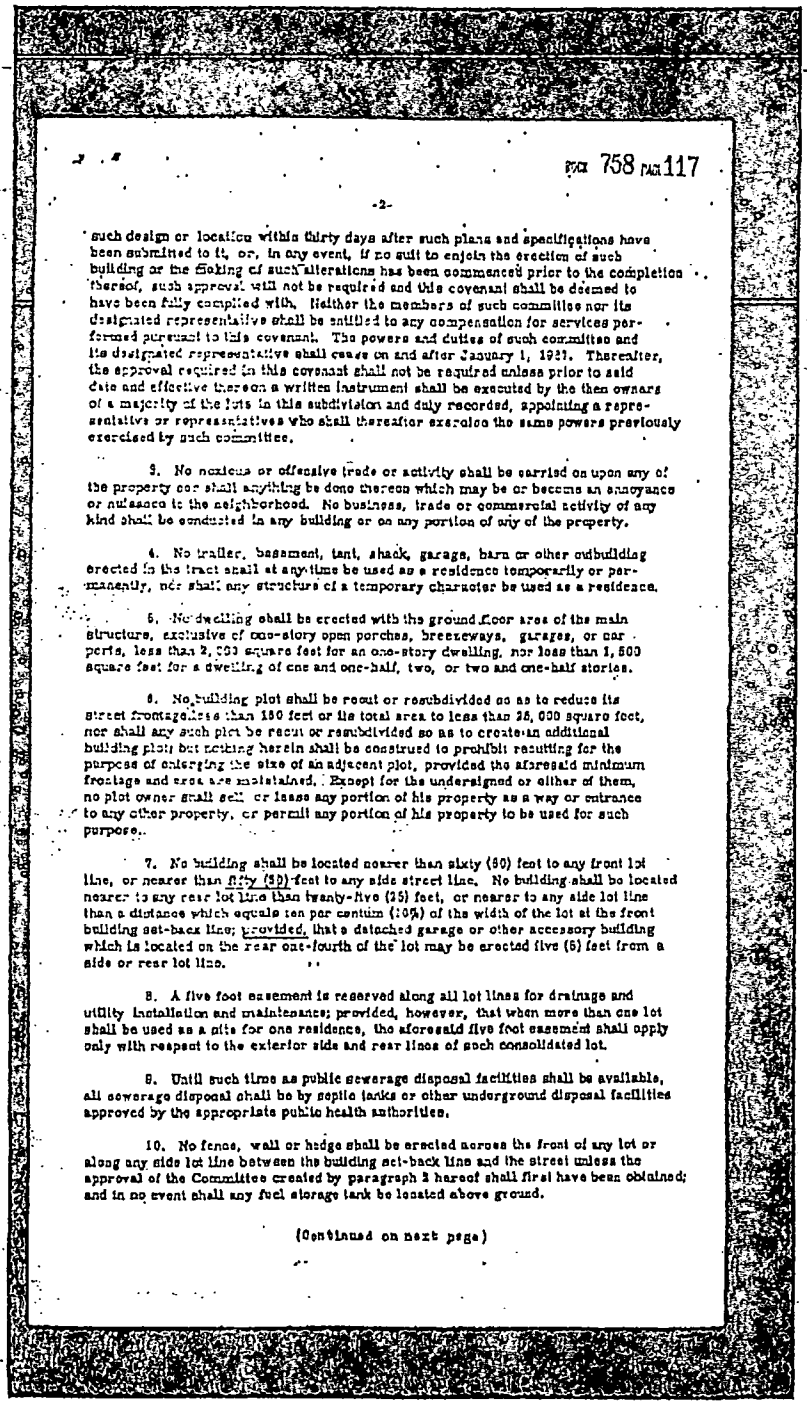
WHEREAS, the undersigned are desirous of imposing final restrictions and protective covenants on that portion of said property which lies north of the Pelham Road and more than 500 feet distant therefrom;

NOW, THEREFORE, we, the undersigned, Richard F. Watson, Jr. and Evelyn P. Watson, do hereby impose the following restrictions and protective covenants on the property hereinabove described. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1987, after which time said covenants shall be automatically extended for successive periods of ten years unless by a majority of the then owners it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, or persons, owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and accessory buildings incident to residential use, including a private garage, a storage or tool shed, and a greenhouse. The garage may be attached to the main structure.

2. No building, including the dwelling, greenhouse, detached garages and outbuildings shall be erected, placed or altered on any plot in this development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Richard F. Watson, Romayne A. Barnes and Evelyn Peyton Watson. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a successor or successors to the member or members so dying or resigning, or to designate a representative to act for the committee. In the event said committee or its designated representative fails to approve or disapprove

(Continued on next page)



BOOK 758 PAGE 117

-2-

such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1981. Thereafter, the approval required in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

3. No noxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No dwelling shall be erected with the ground floor area of the main structure, exclusive of one-story open porches, breezeways, garages, or carports, less than 2,200 square feet for an one-story dwelling, nor less than 1,600 square feet for a dwelling of one and one-half, two, or two and one-half stories.

6. No building plot shall be recut or resubdivided so as to reduce its street frontage to less than 150 feet or its total area to less than 25,000 square feet, nor shall any such plot be recut or resubdivided so as to create an additional building plot; but nothing herein shall be construed to prohibit resulting for the purpose of enlarging the size of an adjacent plot, provided the aforesaid minimum frontage and area are maintained. Except for the undersigned or either of them, no plot owner shall sell or lease any portion of his property as a way or entrance to any other property, or permit any portion of his property to be used for such purpose.

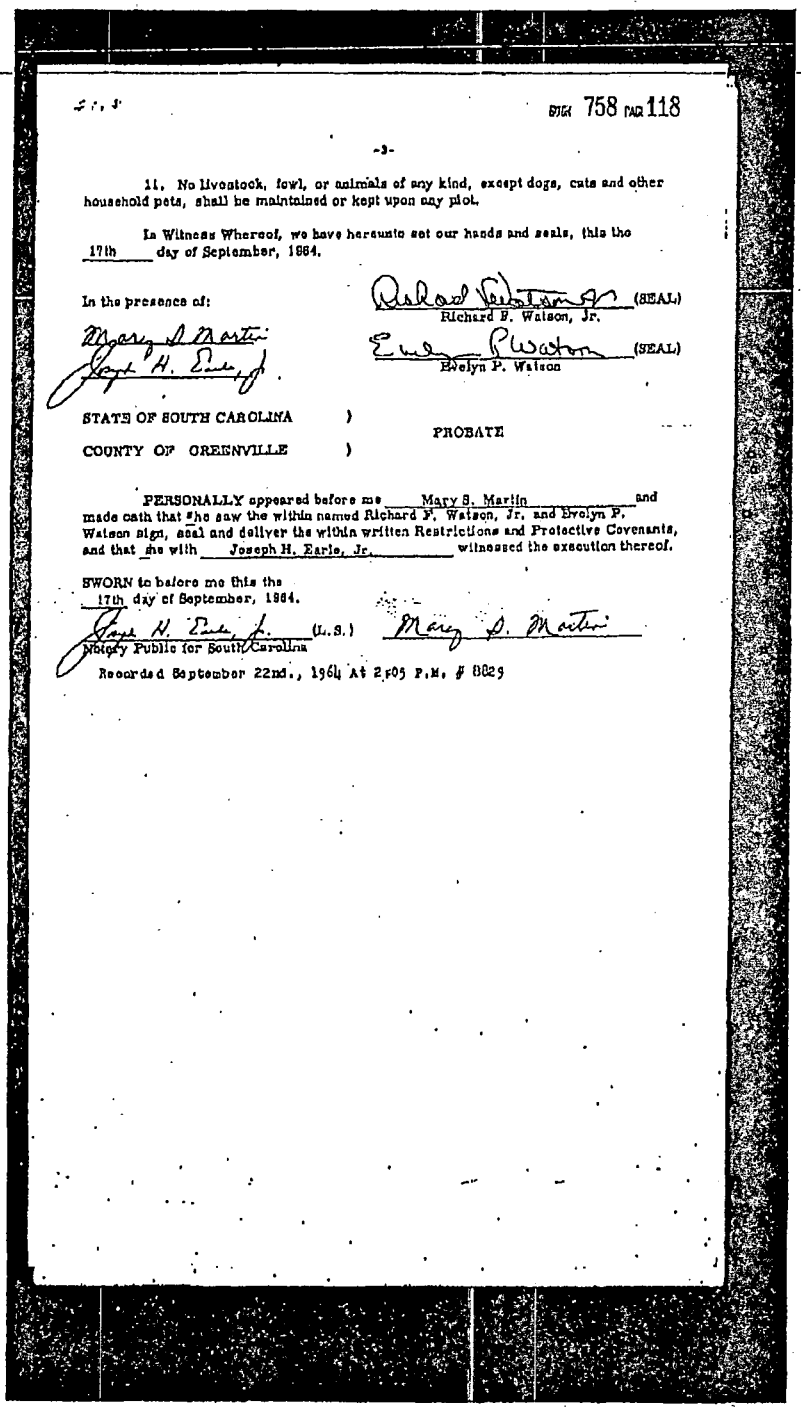
7. No building shall be located nearer than sixty (60) feet to any front lot line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer to any rear lot line than twenty-five (25) feet, or nearer to any side lot line than a distance which equals ten per centum (10%) of the width of the lot at the front building set-back line; provided, that a detached garage or other accessory building which is located on the rear one-fourth of the lot may be erected five (5) feet from a side or rear lot line.

8. A five foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot shall be used as a site for one residence, the aforesaid five foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

9. Until such time as public sewerage disposal facilities shall be available, all sewerage disposal shall be by septic tanks or other underground disposal facilities approved by the appropriate public health authorities.

10. No fence, wall or hedge shall be erected across the front of any lot or along any side lot line between the building set-back line and the street unless the approval of the Committee created by paragraph 2 hereof shall first have been obtained; and in no event shall any fuel storage tank be located above ground.

(Continued on next page)



BOOK 758 PAGE 118

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11. No livestock, fowl, or animals of any kind, except dogs, cats and other household pets, shall be maintained or kept upon any plot.

In Witness Whereof, we have hereunto set our hands and seals, this the 17th day of September, 1964.

In the presence of:

Richard F. Watson, Jr. (SEAL)

Evelyn P. Watson (SEAL)

STATE OF SOUTH CAROLINA)
PROBATE
COUNTY OF GREENVILLE)

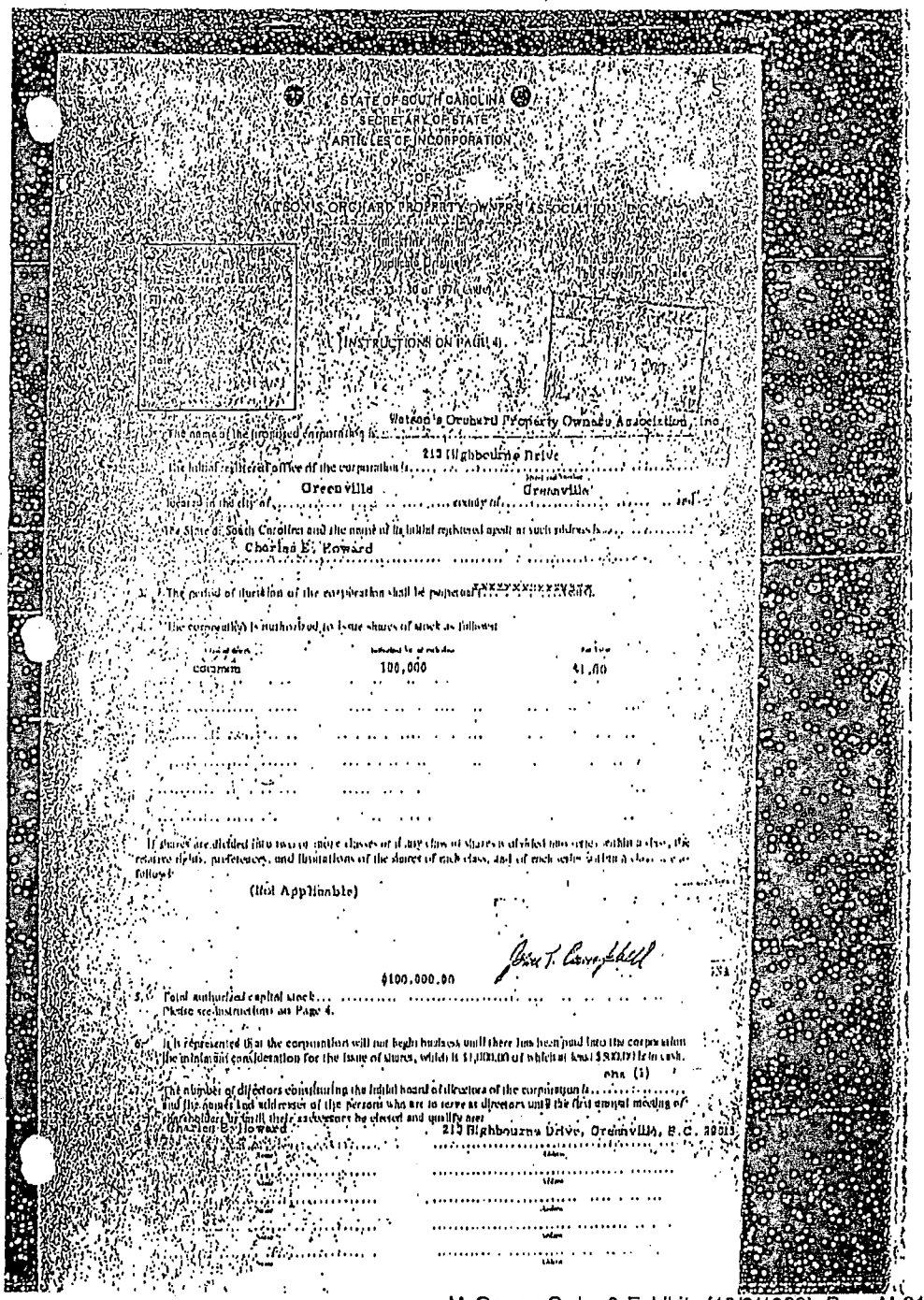
PERSONALLY appeared before me Mary S. Martin and made oath that she saw the within named Richard F. Watson, Jr. and Evelyn P. Watson sign, seal and deliver the within written Restrictions and Protective Covenants, and that she with Joseph H. Earle, Jr. witnessed the execution thereof.

SWORN to before me this the 17th day of September, 1964.

Joseph H. Earle, Jr. (L.S.)
Notary Public for South Carolina

Recorded September 22nd., 1964 At 2:05 P.M. # 8829

Exhibit 5



STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF INCORPORATION

WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC.

Duplicate Original

(Sec. 33-31-30 of 1976 Code)

(INSTRUCTIONS ON PAGE 4)

1. The name of the proposed corporation is Watson's Orchard Property Owners Association, Inc.

2. The initial registered office of the corporation is 213 Highbourne Drive
Greenville, Greenville County, and
is located in the city of Greenville county of Greenville
The State of South Carolina and the name of its initial registered agent at such address is Charles E. Howard

3. The period of duration of the corporation shall be perpetual.

4. The corporation is authorized to issue shares of stock as follows:

Class of Stock	Number of Shares	Par Value
common	100,000	$1.00

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

(Not Applicable)

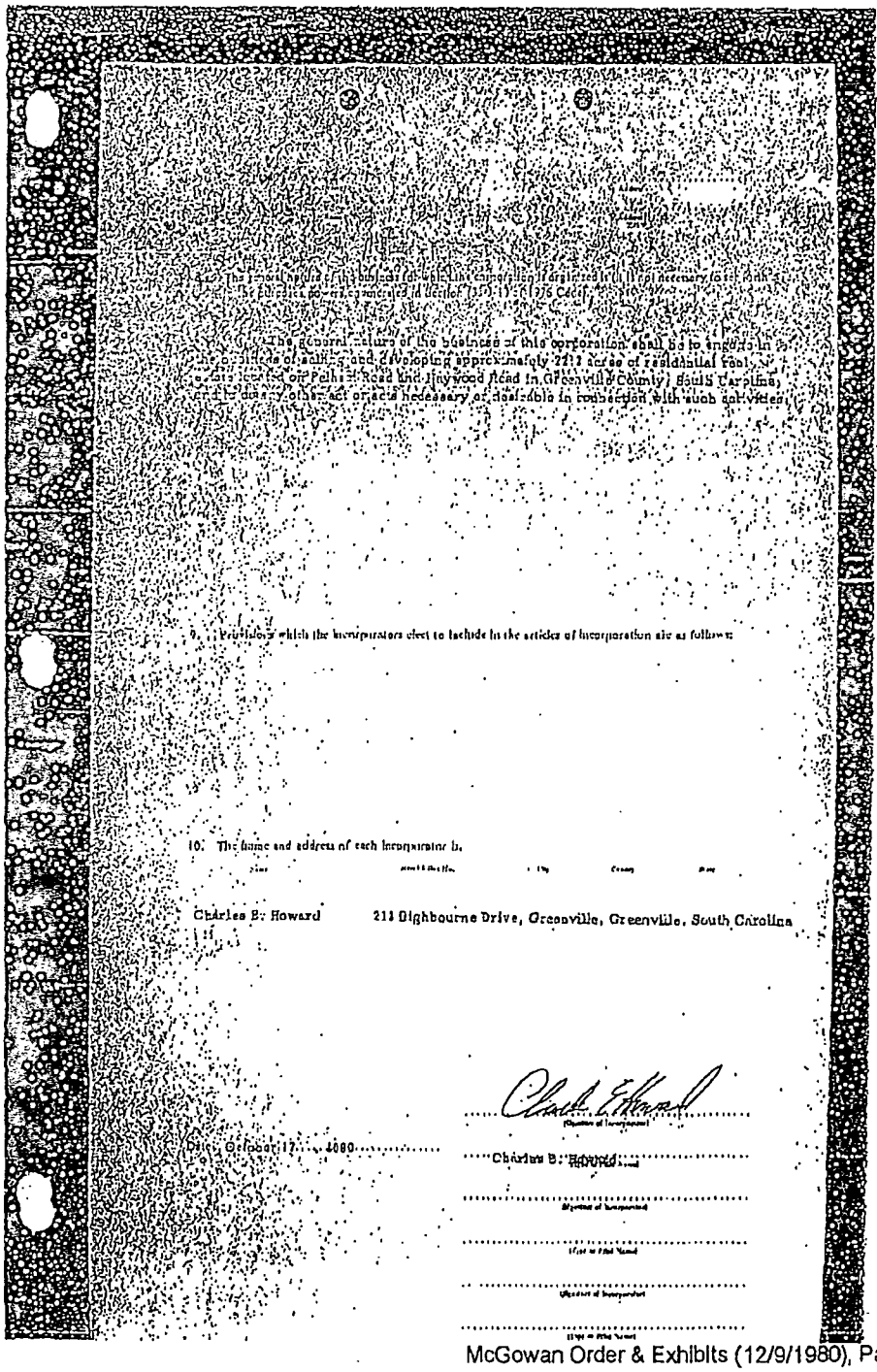
5. Total authorized capital stock... $100,000.00
Please see instructions on Page 4.

6. It is represented that the corporation will not begin business until there has been paid into the corporation for the initial consideration for the issue of shares, which is $1,000.00 of which at least $500.00 is in cash.

7. The number of directors constituting the initial board of directors of the corporation is one (1)
and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Charles E. Howard 213 Highbourne Drive, Greenville, S.C. 29615

McGowan Order & Exhibits (12/9/1980), Page M-31



8. The general nature of the business of this corporation shall be to engage in the purchase of acreage and developing approximately 2212 acres of residential real estate located on Poinsett Road and Haywood Road in Greenville County, South Carolina, and any other act or acts necessary or desirable in connection with such activities.

9. Provisions which the incorporators elect to include in the articles of incorporation are as follows:

10. The name and address of each incorporator is:

Charles B. Howard 213 Highbourne Drive, Greenville, Greenville, South Carolina

Charles B. Howard
(Signature of Incorporator)

Date: October 17, 1980

Charles B. Howard
(Typed or Printed Name)

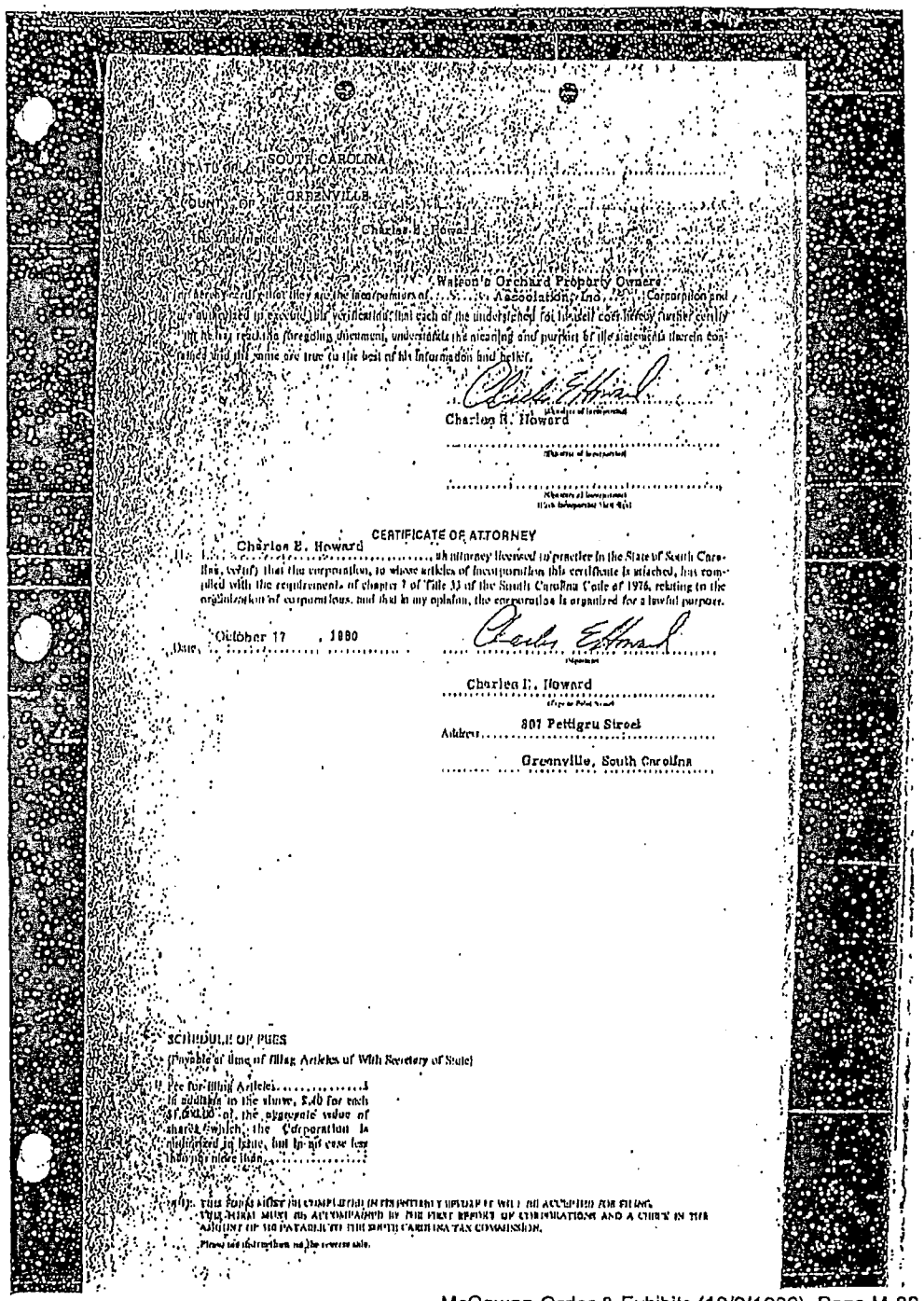
(Signature of Incorporator)

(Typed or Printed Name)

(Signature of Incorporator)

(Typed or Printed Name)

McGowan Order & Exhibits (12/9/1980), Page M-32



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Charles E. Howard

Watson's Orchard Property Owners Association, Inc. Corporation and

acknowledged in executing the foregoing instrument, that each of the undersigned for himself does hereby further certify

that he has read the foregoing document, understands the meaning and purport of the statements therein contained and that the same are true to the best of his information and belief.

Charles E. Howard

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)
If Not Subscribed Upon Oath

CERTIFICATE OF ATTORNEY

I, Charles E. Howard, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of chapter 7 of Title 33 of the South Carolina Code of 1976, relating to the organization of corporations, and that in my opinion, the corporation is organized for a lawful purpose.

Date: October 17, 1980

Charles E. Howard

(Type or Print Name)

Address: 807 Pettigru Street

Greenville, South Carolina

SCHEDULE OF FEES

(Payable at time of filing Articles of With Secretary of State)

1. Fee for filing Articles.....$ 5

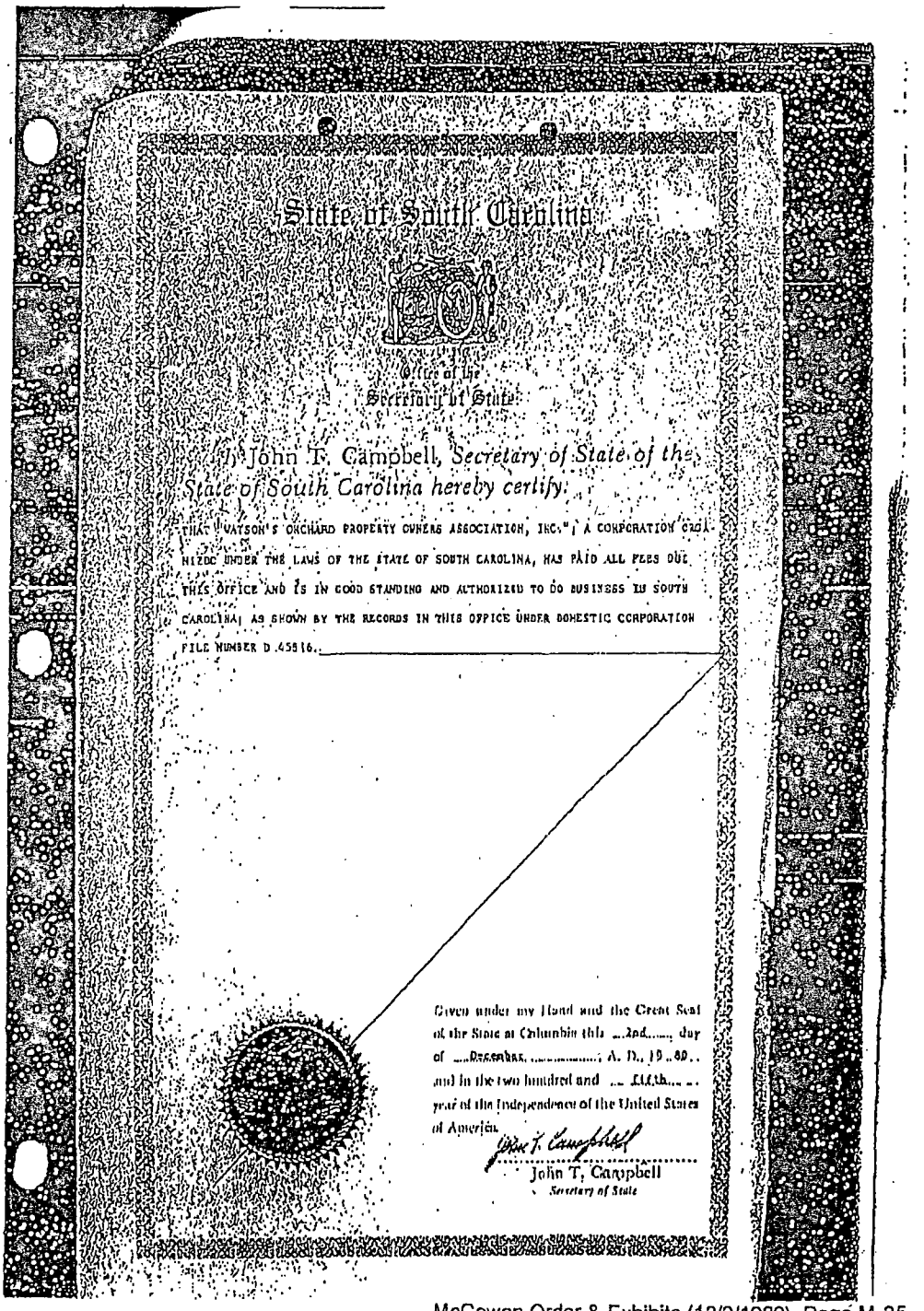
In addition to the above, $.10 for each $1,000.00 of the aggregate value of shares which the Corporation is authorized to issue, but in no case less than $10 nor more than

NOTE: THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BEFORE IT WILL BE ACCEPTED FOR FILING. THE FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CONTRIBUTIONS AND A CHECK IN THE AMOUNT OF $10 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.

Please see information on the reverse side.

McGowan Order & Exhibits (12/9/1980), Page M-33

Exhibit 6



State of South Carolina

Office of the
Secretary of State

I, John T. Campbell, *Secretary of State of the State of South Carolina hereby certify:*

THAT "WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC.", A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, HAS PAID ALL FEES DUE THIS OFFICE AND IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN SOUTH CAROLINA, AS SHOWN BY THE RECORDS IN THIS OFFICE UNDER DOMESTIC CORPORATION FILE NUMBER D.45816.

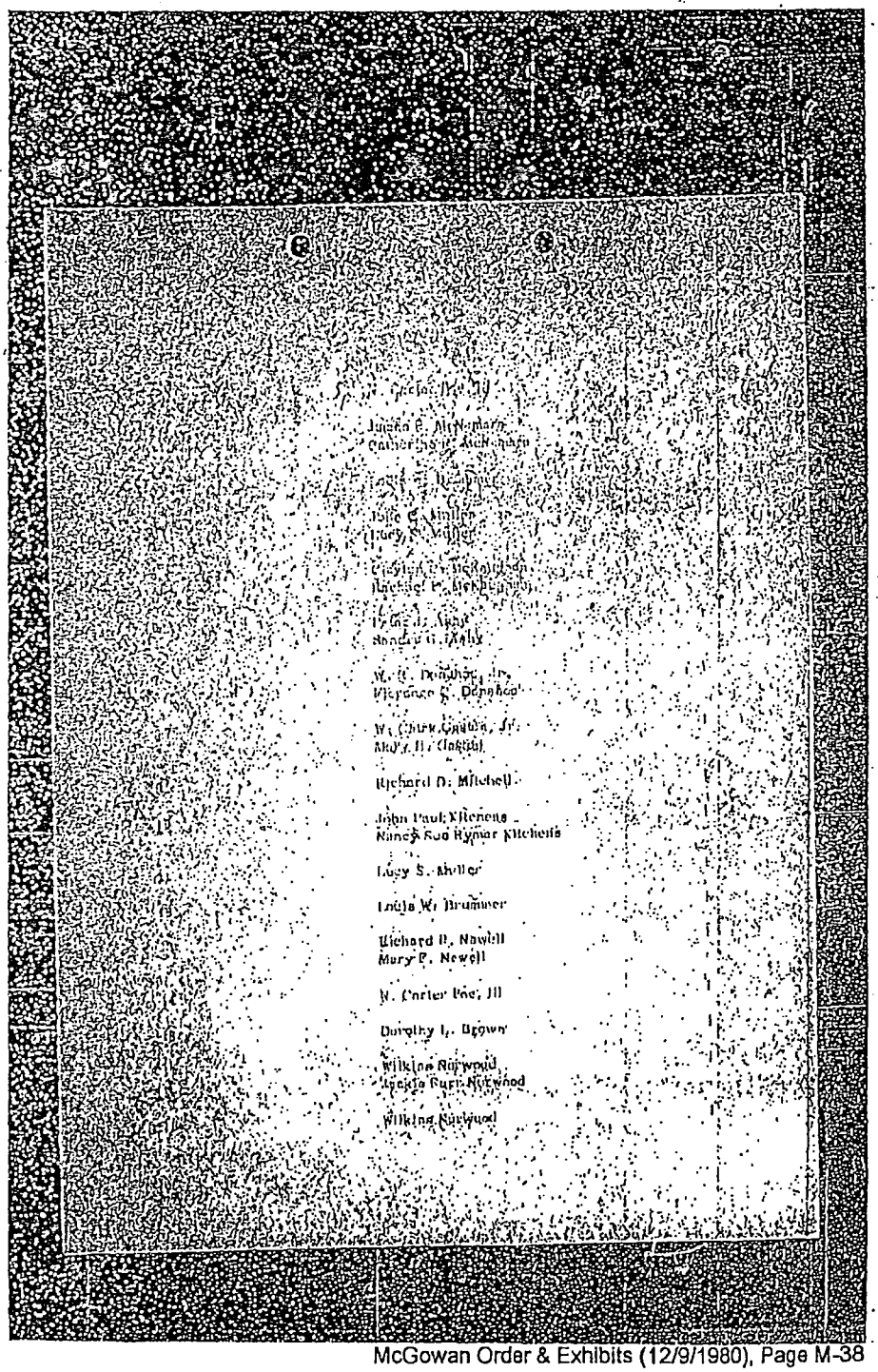
Given under my Hand and the Great Seal of the State at Columbia this 2nd day of December, A. D., 19 80, and in the two hundred and 205th year of the Independence of the United States of America.

John T. Campbell
Secretary of State

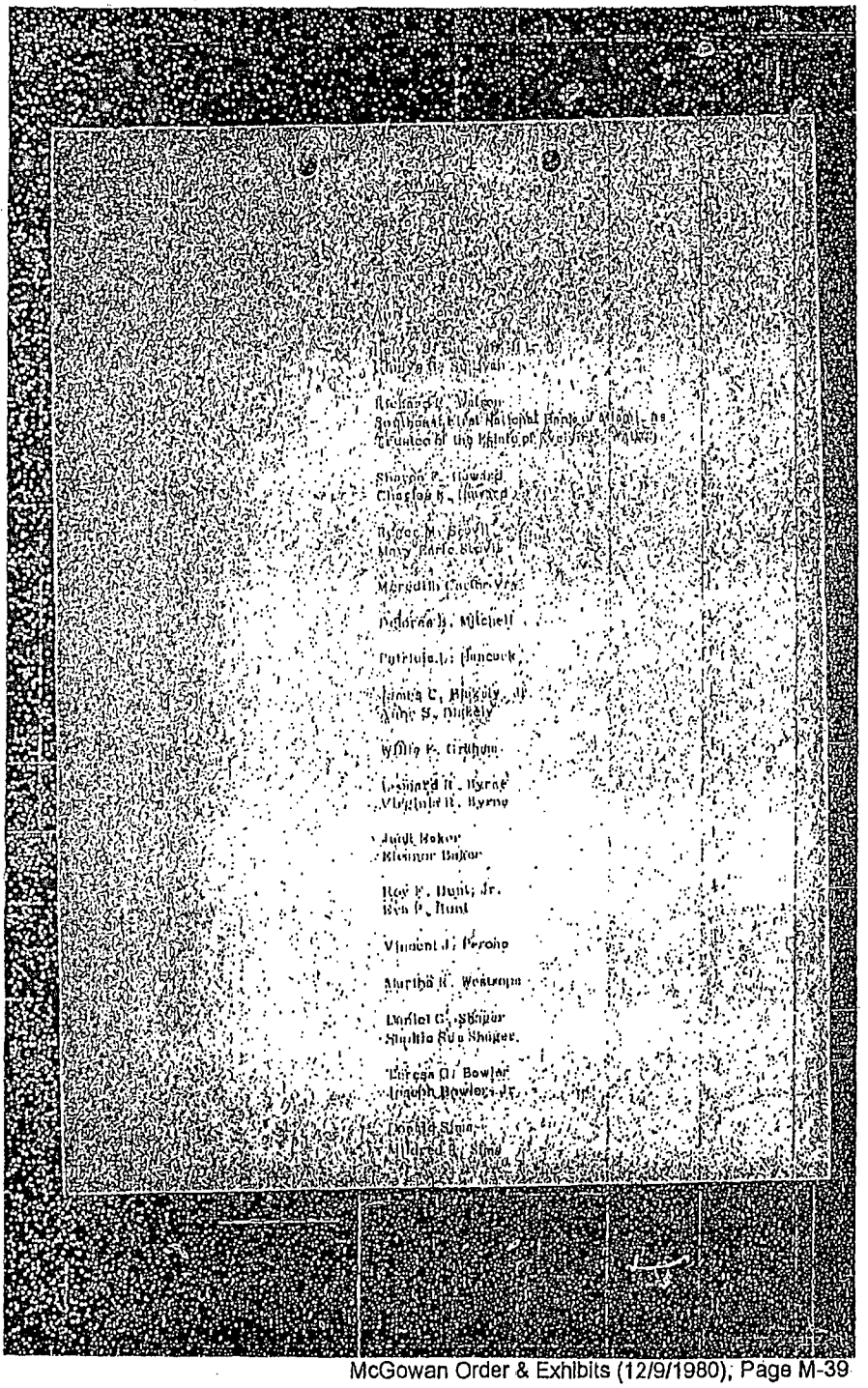
McGowan Order & Exhibits (12/9/1980), Page M-35

Exhibit 7

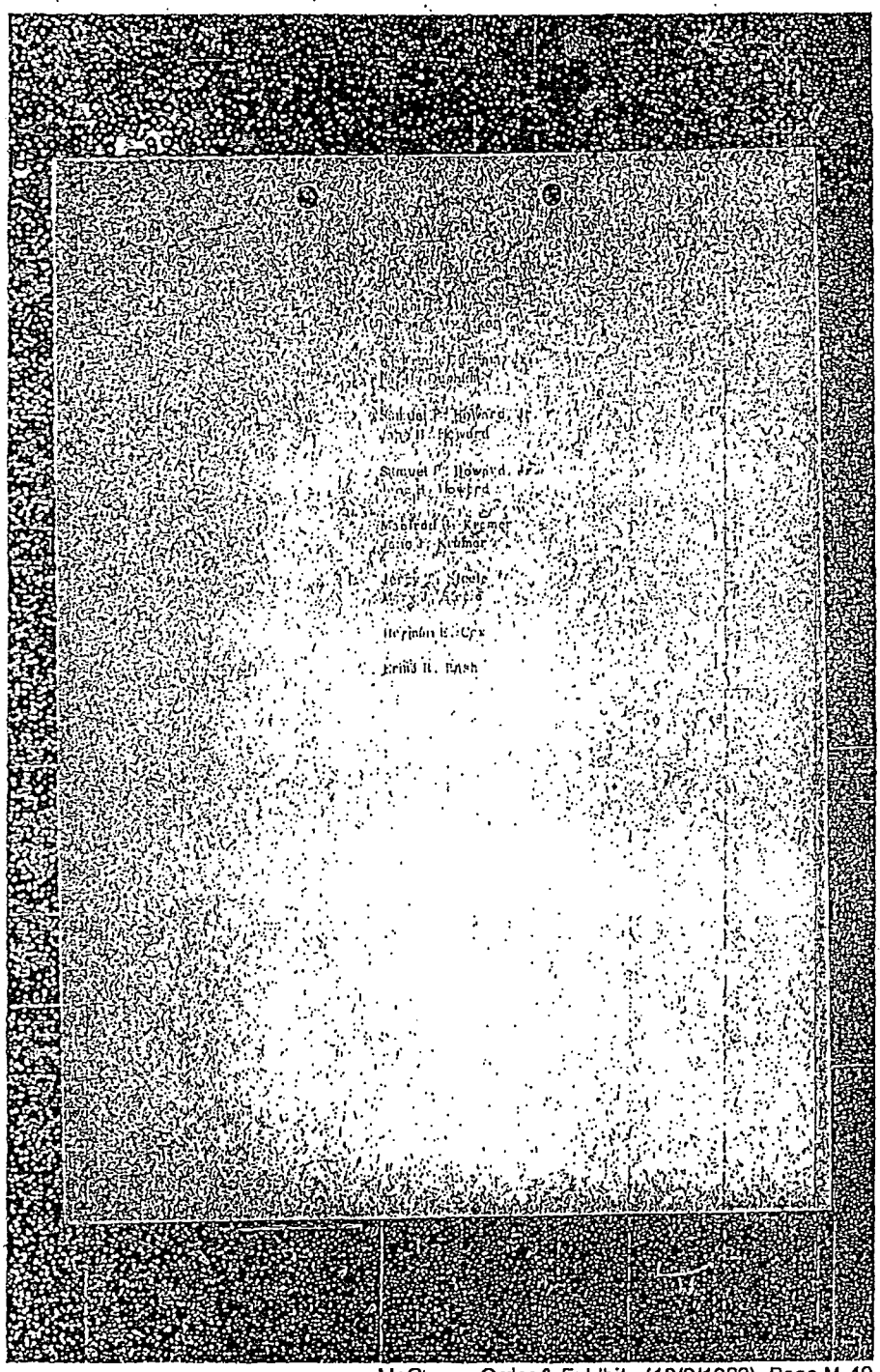
Exhibit 8



McGowan Order & Exhibits (12/9/1980), Page M-38



McGowan Order & Exhibits (12/9/1980), Page M-39



McGowan Order & Exhibits (12/9/1980), Page M-40

Exhibit 9

Grantee's mailing address: c/o L. B. Ivers[illegible], 600 Pelham Rd., Greenville, S. C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1981 JAN 16 PM 3:01
R.M.C.
140 PAGE 997

KNOW ALL MEN BY THESE PRESENTS, that Lincoln of South Carolina, Inc.
A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Dollar and 00/100------
----------[$1.00]---------- Dollars,
the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Watson's Orchard Property Owners Association, Inc., its successors and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.15 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,291.7 feet to a stake; running thence N. 87-55 E. 99.4 feet to a stake; running thence S. 83-33 E. 100.8 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 98.8 feet to a stake; running thence S. 88-37 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 39-48 E. 45.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 88-37 W. 887.9 feet to a stake; N. 87-20 W. 258.9 feet to a stake; N. 84-07 W. 1,133.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-08 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-08 E. 71.0 feet to the point of beginning.

(11)Sri-342.2-1-57

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

Being a portion of the property conveyed to the grantor by Richard F. Watson, Jr. by deed recorded in the RMC Office for Greenville County on October 7, 1980 in Deed Book 1121, at Page 591, and by deed of Southeast First National Bank of Miami, as Trustee under the will of Evelyn Payton Watson recorded in the RMC Office for Greenville County on October 1, 1980 in Deed Book 1121, at Page 637.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s) heirs or successors and assigns, forever. And, the grantor does hereby bind himself and his successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be executed by its duly authorized officers this 15th day of January 19 81

SIGNED, sealed and delivered in the presence of:

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)
A Corporation
By: [signature]
President
Attest: [signature]
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as its grantor's act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January 19 81

[signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-13-89

JAN 16 1981 at 3:01 P.M. 11823

McGowan Order & Exhibits (12/9/1980), Page M-42

Grantee's mailing address: c/o L. W. Brummer, 808 Pelham Rd., Greenville, S. C. 29615 Pelham Rd Tract

E OF SOUTH CAROLINA
NTY OF GREENVILLE

4 25 PM '81
RSLEY
140 PAGE 997

W ALL MEN BY THESE PRESENTS, that Lincoln of South Carolina, Inc.,

rporation chartered under the laws of the State of South Carolina and having a principal place of busines
enville , State of South Carolina , in consideration of One Dollar and 00/100------
----------($1.00)---------- Do
receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell
se unto Watson's Orchard Property Owners Association, Inc., its successors and assigns,
forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 18, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running hence S. 85-33 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 99.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stak at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Roa running thence with the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

(11)503-543.2-1-57

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

Being a portion of the property conveyed to the grantor by Richard F. Watson, Jr. by deed recorded in the RMC Office for Greenville County on October 7, 1980 in Deed Book 1134, at Page 991, and by deed of Southeast First National Bank of Miami, as Trustee under the will of Evelyn Peyton Watson recorded in the RMC Office for Greenville County on Octobe 7 1980 in Deed Book 1134, at Page 987.

th all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incide gs to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') hei sors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and sing remises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming t the same or any part thereof.

NESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly author

Exhibit 10

10 7

CORRS. T.CO S.C.

Grantee's mailing address: c/o L. N. Brunson, 108 Pelham Rd., Greenville, S.C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.
JAN 29 11 01 AM '81
DONNIE S. TANKERSLEY
R.M.C.

1140 PAGE 998

KNOW ALL MEN BY THESE PRESENTS, that Lincoln of South Carolina, Inc.

A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Dollar and 00/100---------- ($1.00)---------- Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Watson's Orchard Property Owners Association, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 80, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 72 E. 348 feet, thence S. 14-35 W. 1183 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 378 feet to the point of beginning. (0150-5433.1-9

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-D, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-28 E. 75.15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 88.87 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.34 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.26 acres of the above described property.

(over....)

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s) heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be executed by its duly authorized officers, this 15th day of January 19 81

SIGNED, sealed and delivered in the presence of:

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)
A Corporation
By
President
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of January 19 81

Notary Public for S.C.
My Commission Expires:

RECORDED this ___ day of _____ 19__ at ___ M.

Grantee's mailing address: c/o L. W. Brunson, 900 Pelham Rd., Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREEN... S.C. 1980 DEC 29 PM 01 DONNIE S. TANKERSLEY R.M.C.

Haywood

140 PAGE 998

KNOW ALL MEN BY THESE PRESENTS, that Lincoln of South Carolina, Inc.

a corporation chartered under the laws of the State of South Carolina and having a principal place of busin Greenville, State of South Carolina, in consideration of One Dollar and 00/100------

----------($1.00)----------

receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, barga'n, s and release unto Watson's Orchard Property Owners Association, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 80, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 337 feet to an iron pin; thence S. 72 E. 346 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning. 9(111509-5433-1-9

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 6-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 68.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

(over....)

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(') heirs, successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

McGowan Order & Exhibits (12/9/1980), Page M-46

Exhibit 11

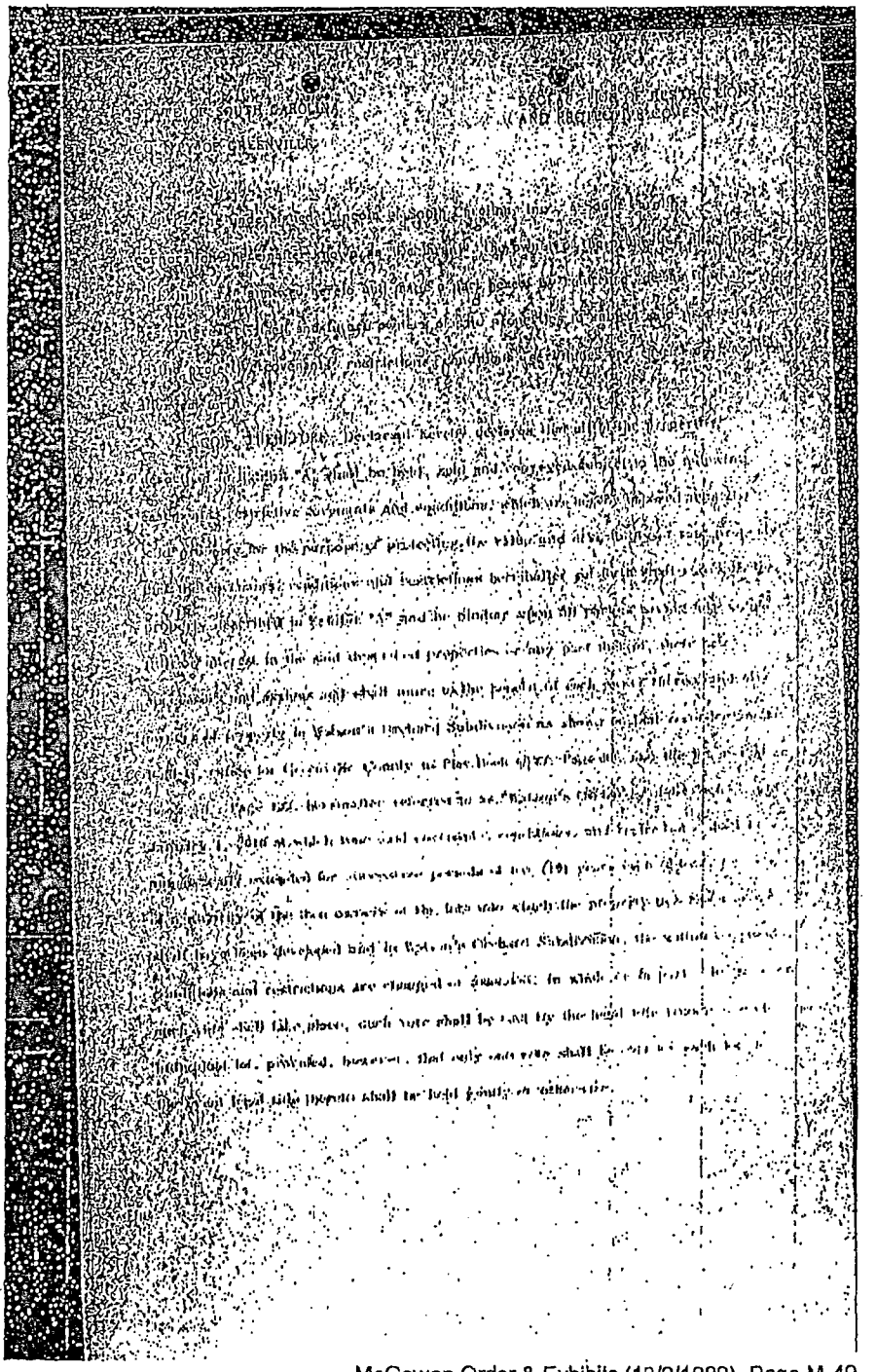
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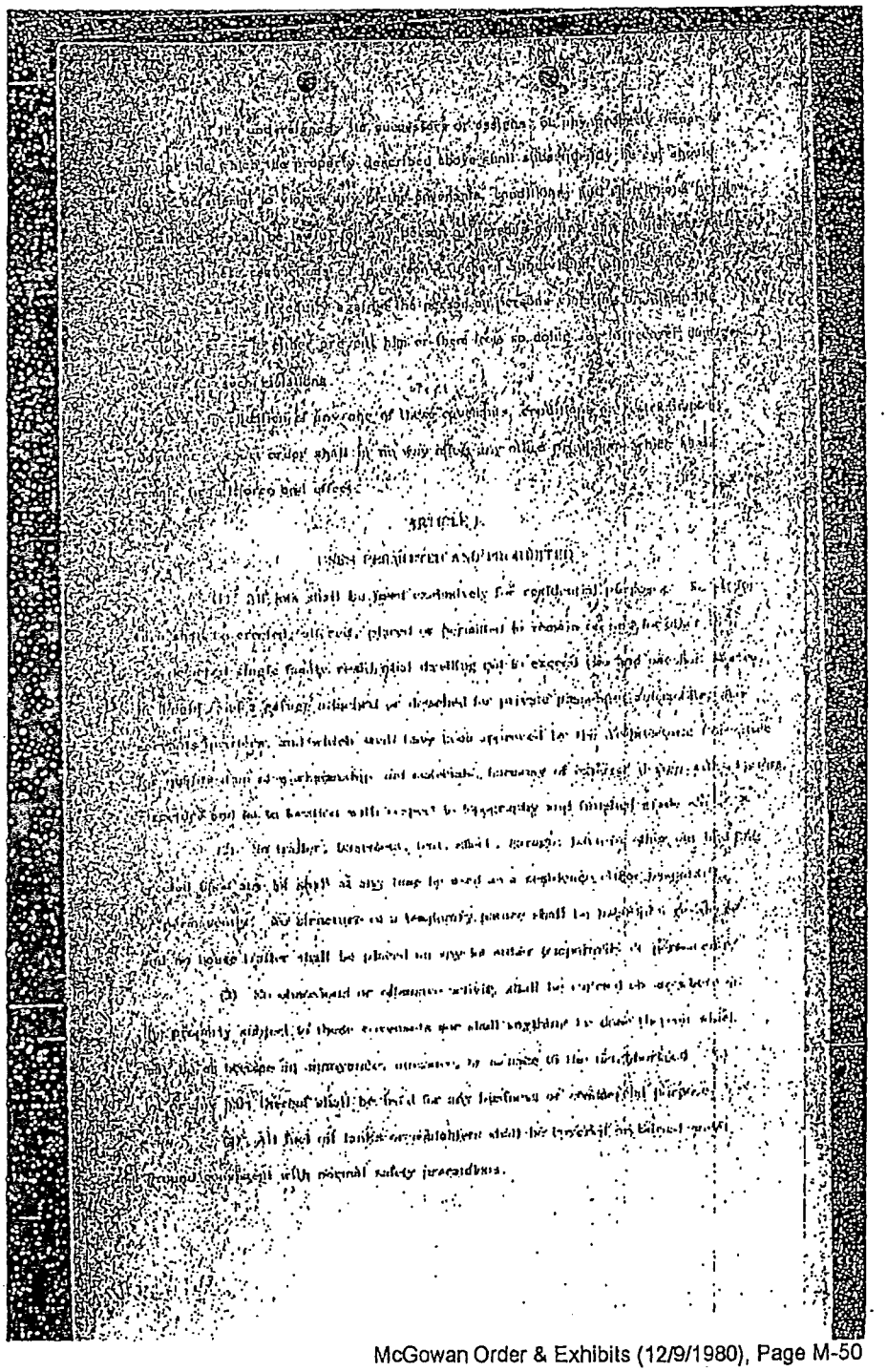
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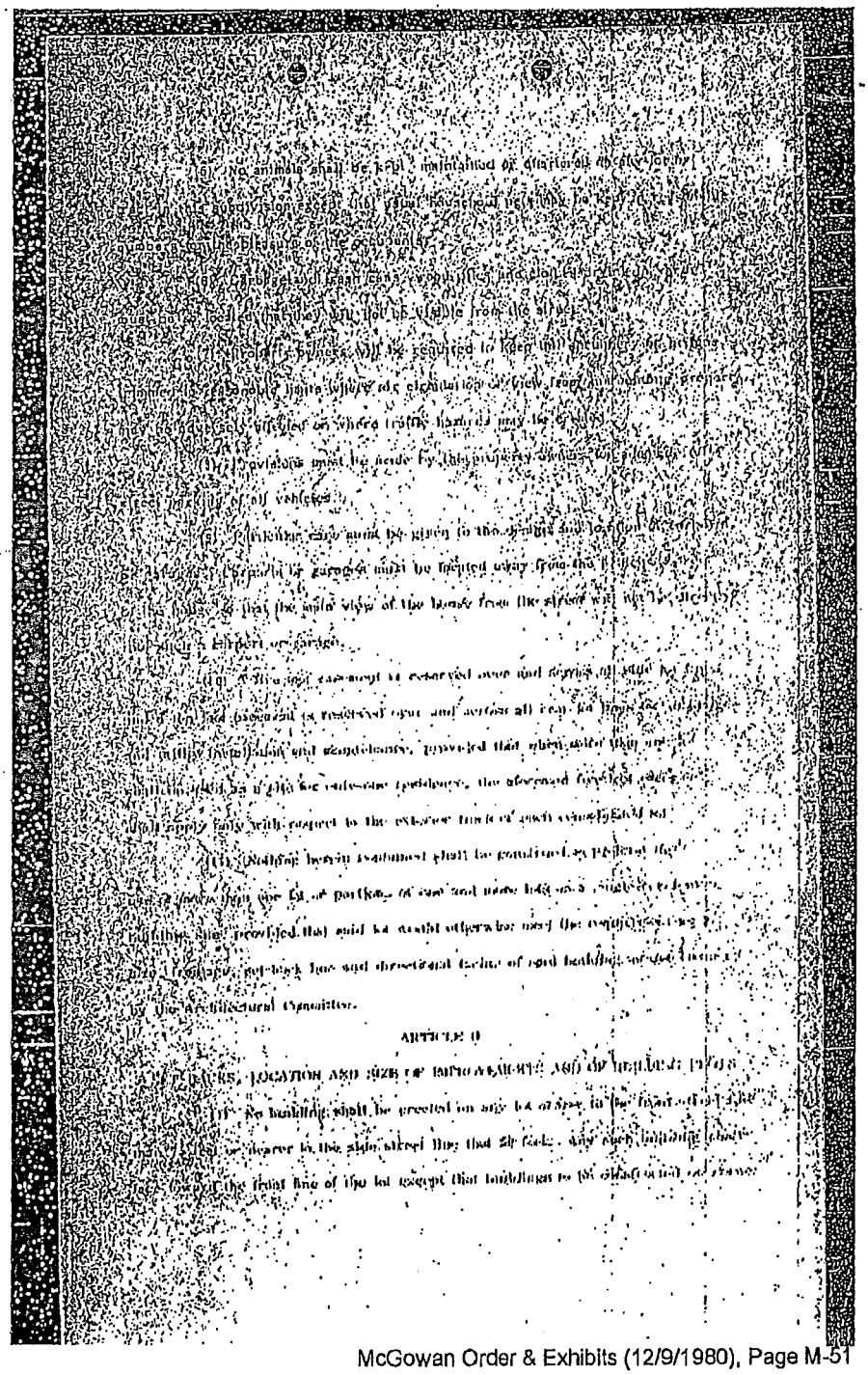
McGowan Order & Exhibits (12/9/1980), Page M-48



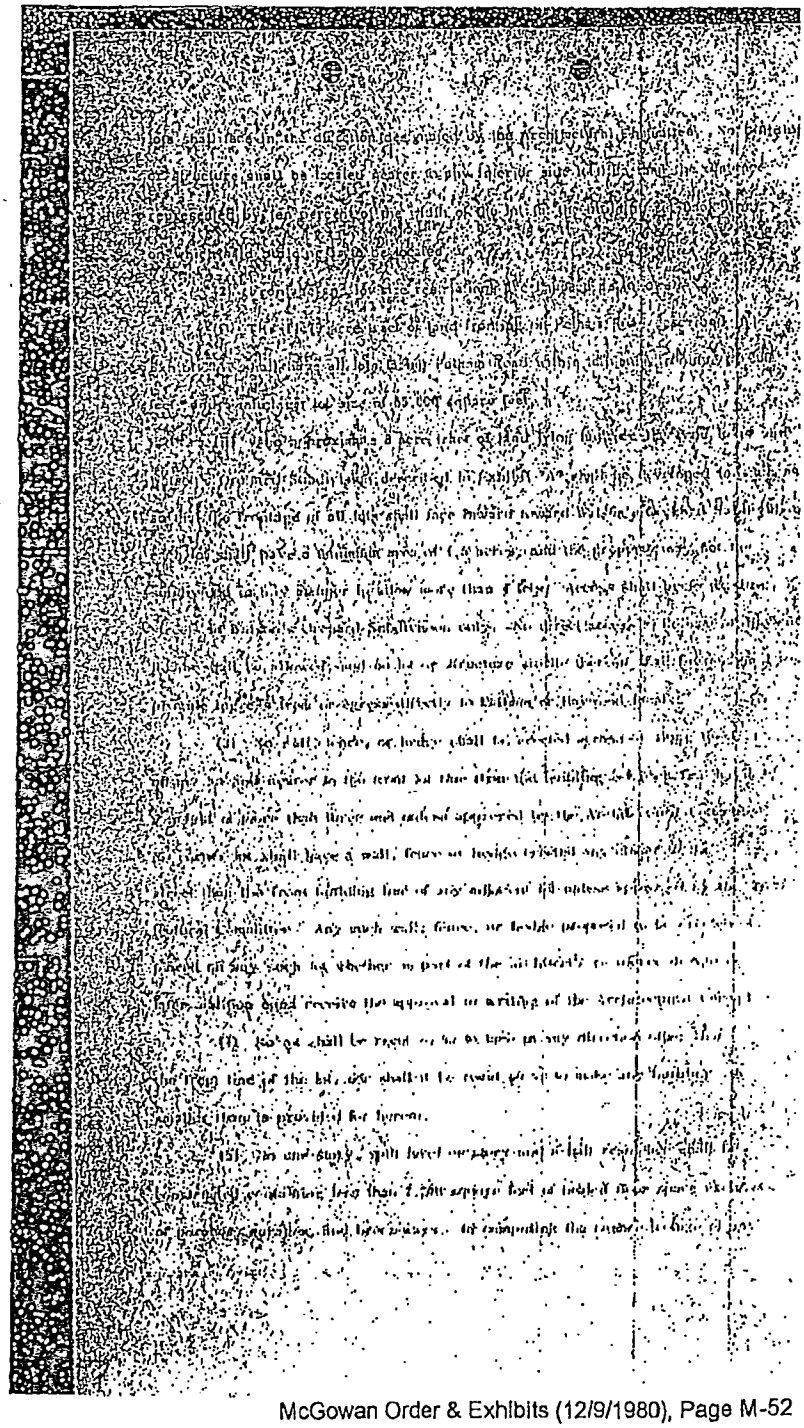
McGowan Order & Exhibits (12/9/1980), Page M-49



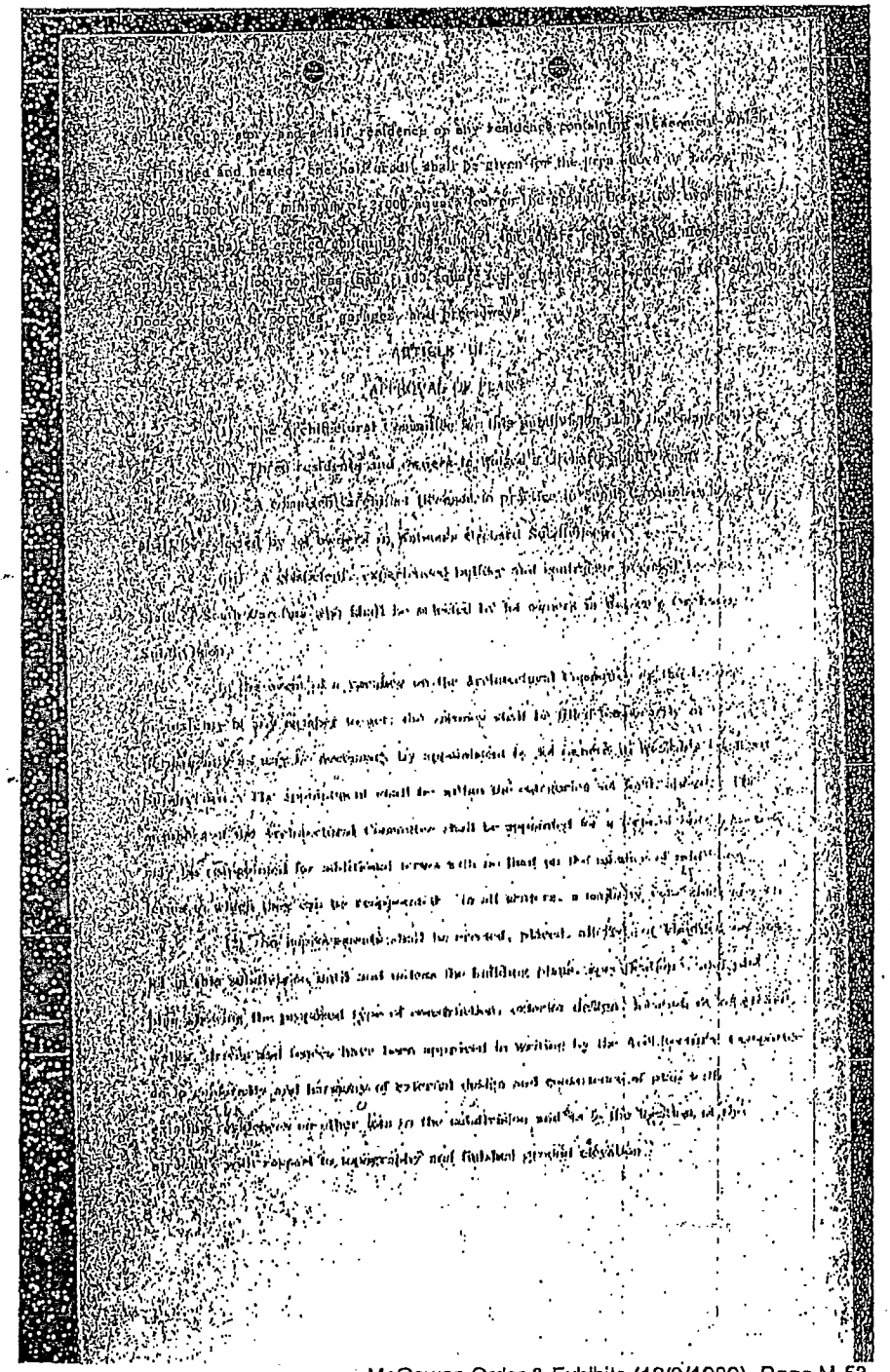
McGowan Order & Exhibits (12/9/1980), Page M-50



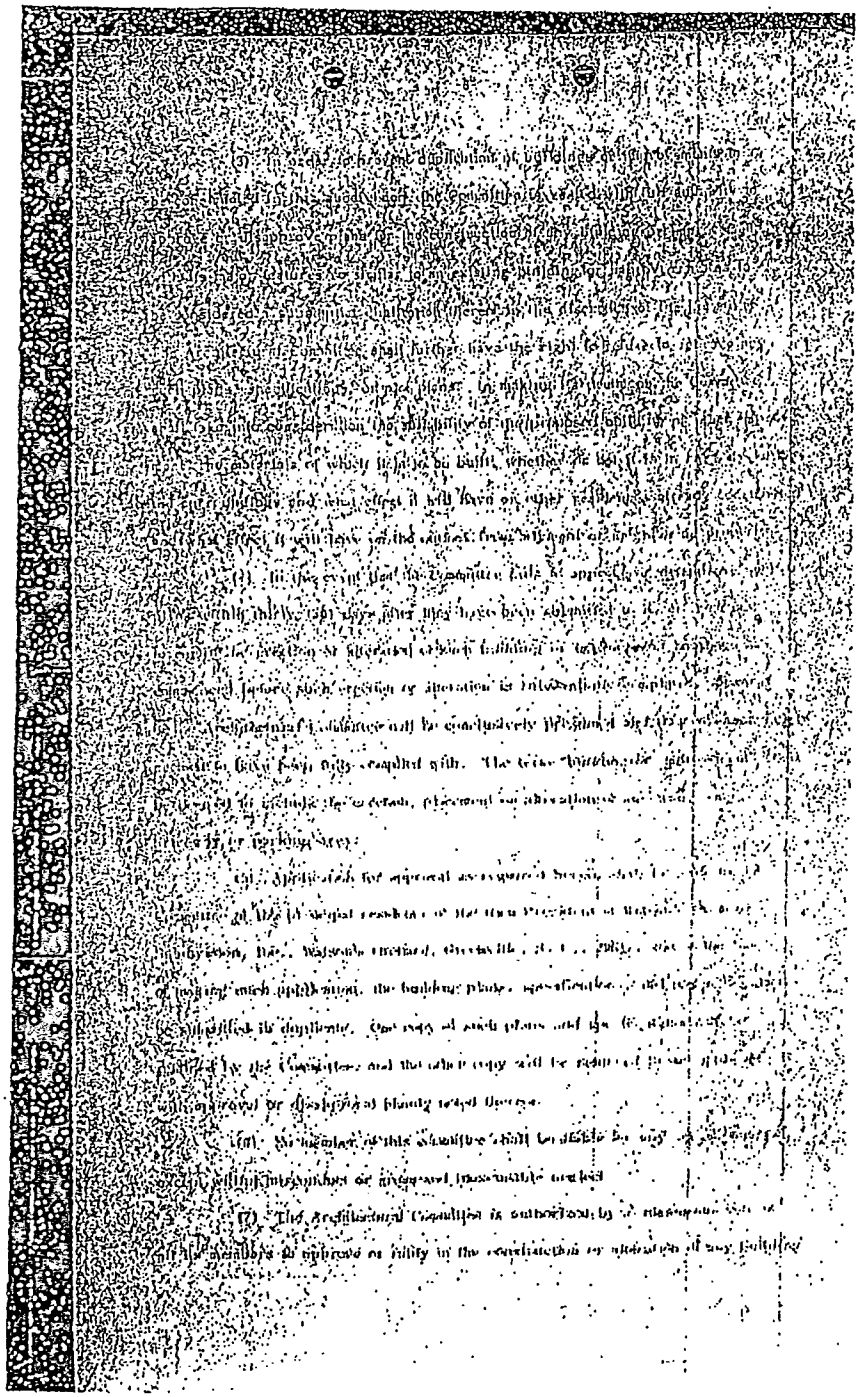
McGowan Order & Exhibits (12/9/1980), Page M-51



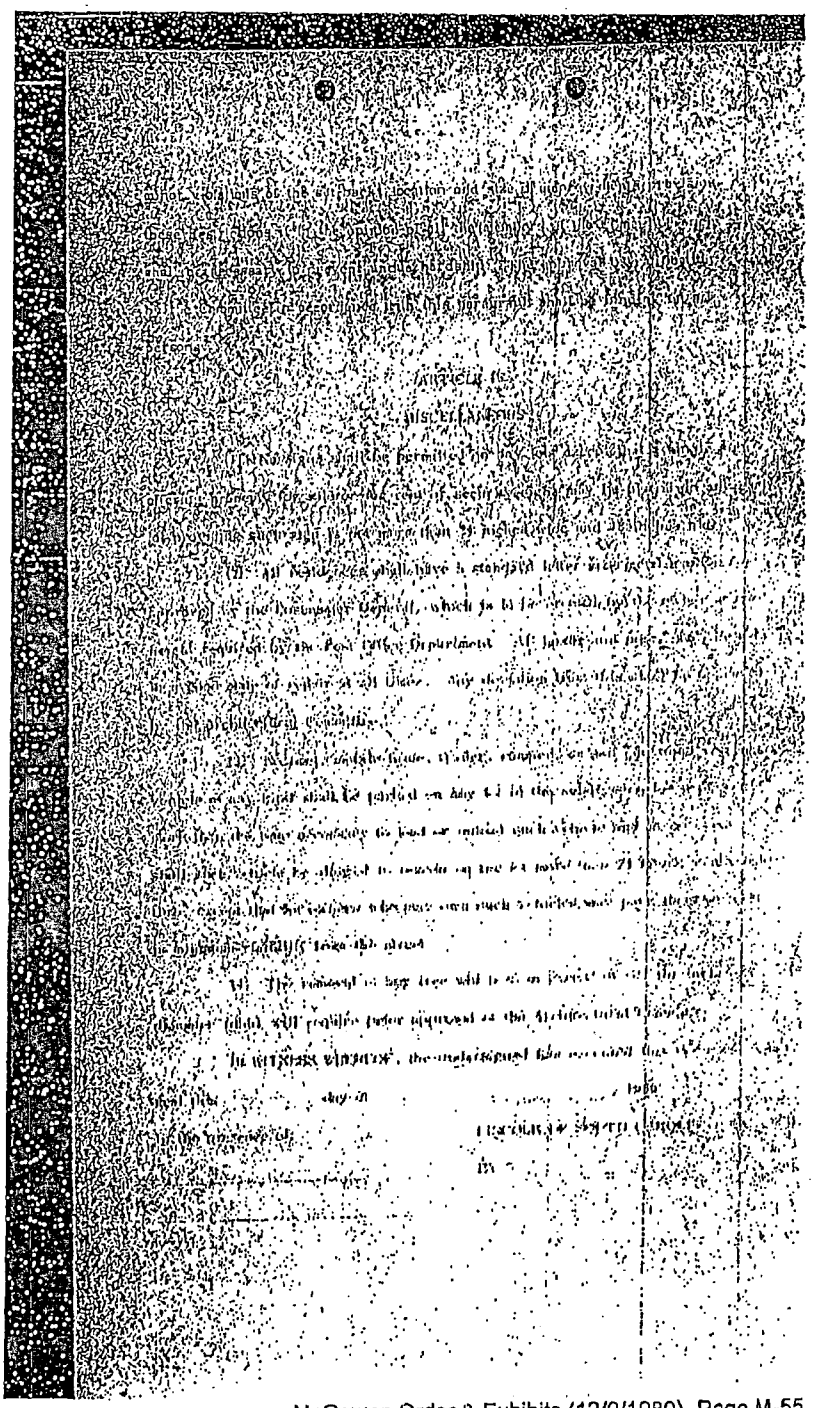
McGowan Order & Exhibits (12/9/1980), Page M-52



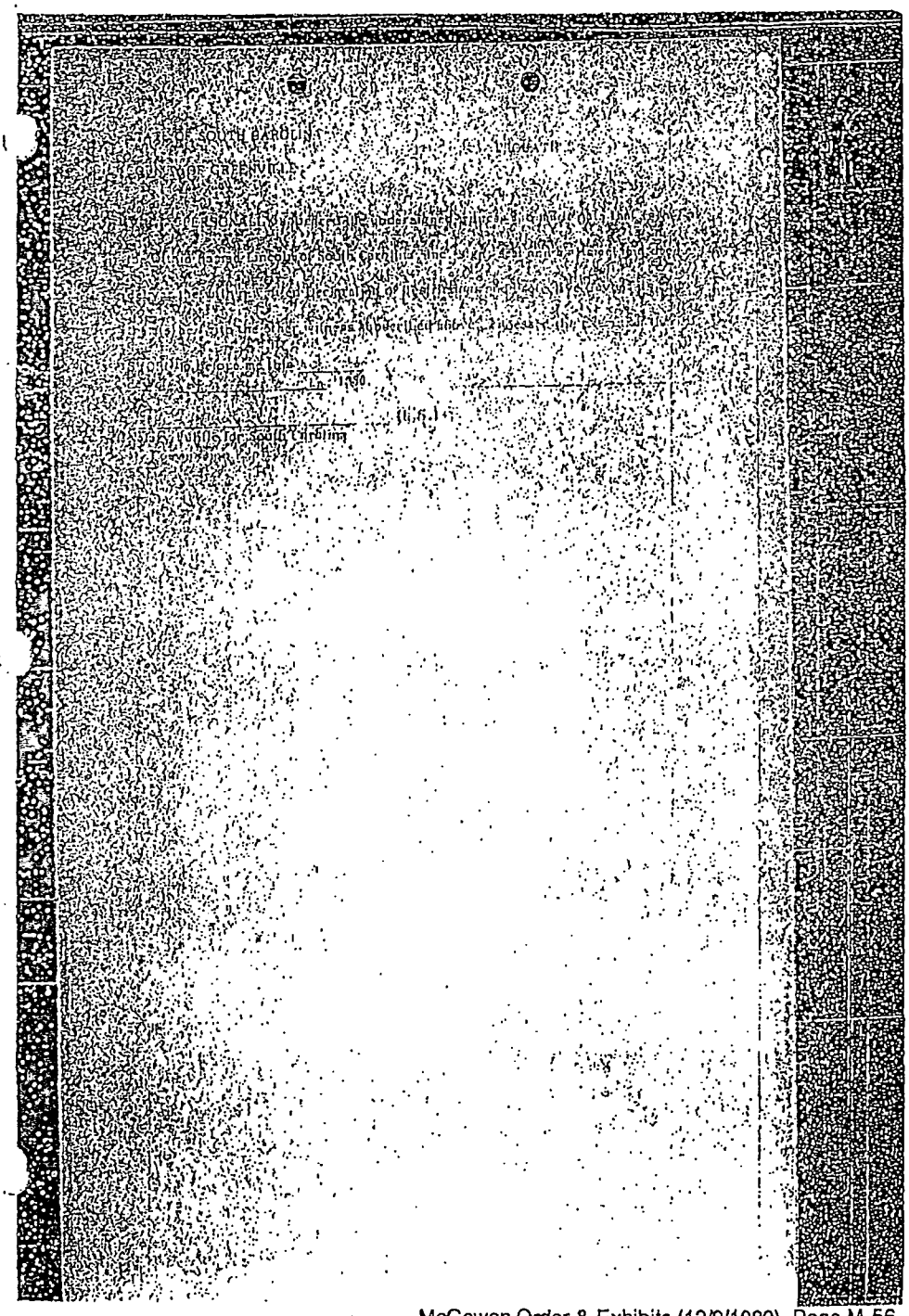
McGowan Order & Exhibits (12/9/1980), Page M-53



McGowan Order & Exhibits (12/9/1980), Page M-54



McGowan Order & Exhibits (12/9/1980), Page M-55



McGowan Order & Exhibits (12/9/1980), Page M-56

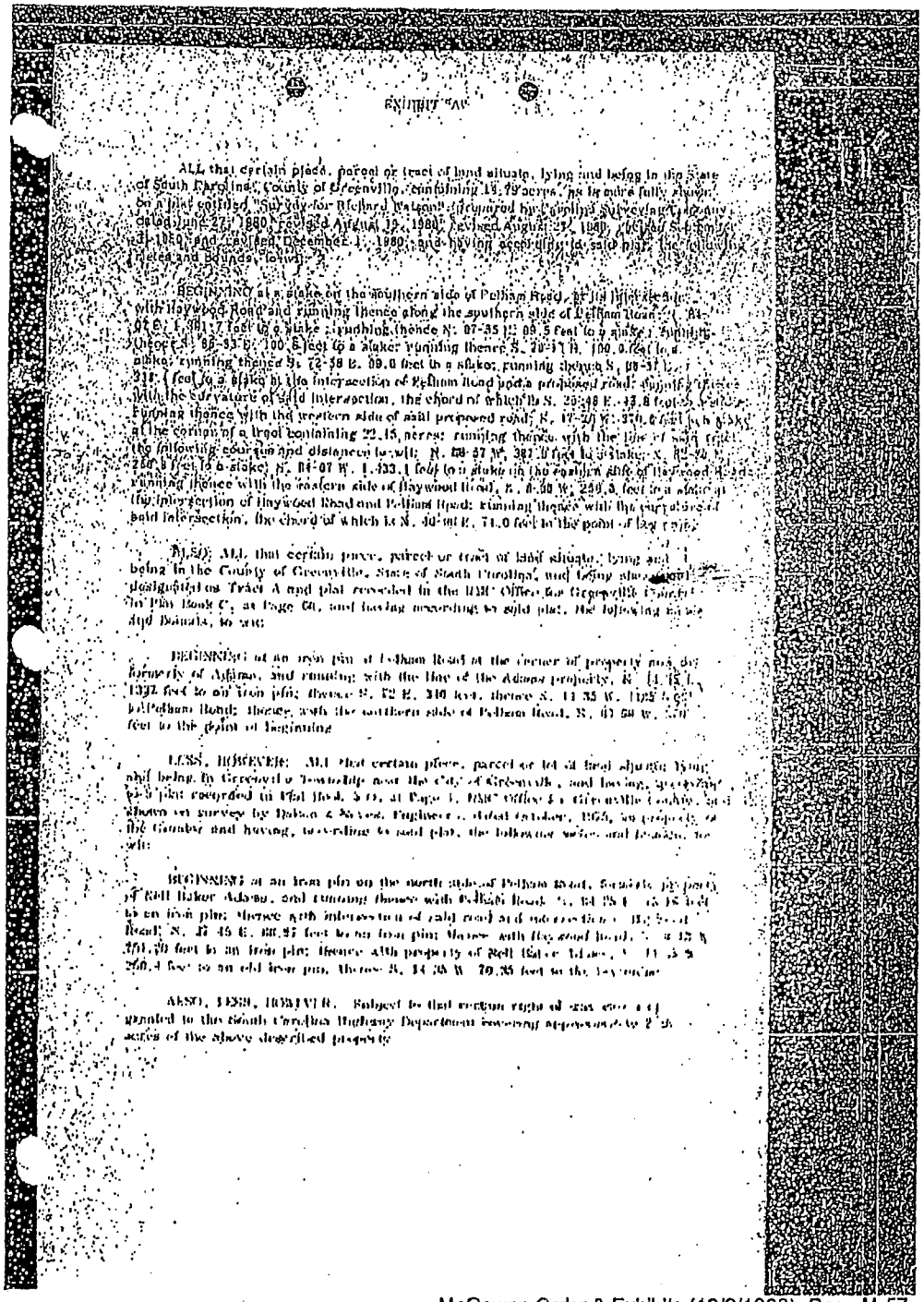


EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 18.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson" prepared by Carolina Surveying Co., dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road S. 84-07 E. 1,381.7 feet to a stake; thence N. 87-35 E. 99.5 feet to a stake; running thence S. 88-31 E. 100.8 feet to a stake; running thence S. 72-58 E. 99.0 feet to a stake; running thence S. 68-31 E. 218.1 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 20-48 E. 43.8 feet to a stake; thence with the western side of said proposed road, S. 17-27 W. 370.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract the following courses and distances to-wit: N. 69-37 W. 382.0 feet to a stake; N. 82-20 W. 200.0 feet to a stake; N. 84-07 W. 1,433.1 feet to a stake in the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 6-30 W. 250.3 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-01 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 11-15 E. 1332 feet to an iron pin; thence S. 72 E. 340 feet, thence S. 11-35 W. 1325.6 feet to Pelham Road; thence, with the southern side of Pelham Road, S. 83-58 W. [illegible] feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-G, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1965, as property of the Gruber and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, [illegible] property of Bell Baker Adams, and running thence with Pelham Road S. 84-25 E. 45.38 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, S. 37-45 E. 88.25 feet to an iron pin; thence with Haywood Road, S. 6-15 W. 251.70 feet to an iron pin; thence with property of Bell Baker Adams, N. 84-25 W. 200.4 feet to an old iron pin, thence N. 14-58 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right of way deed granted to the South Carolina Highway Department covering approximately 2.5 acres of the above described property.

McGowan Order & Exhibits (12/9/1980), Page M-57

More Legible Copy

'140 PAGE 961

STATE OF SOUTH CAROLINA FILED GREENVILLE CO. S. C. DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

COUNTY OF GREENVILLE 2 PM '81

R.M.C.

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book OOO, Page 89, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision", until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 1.

USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building 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 and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious 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 an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(11) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

ARTICLE II,

SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line that 30 feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner

lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) The 14.18 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet.

(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(3) No wall, fence, or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence, or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot, nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages, and breezeways. In computing the square footage of any

split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 1,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages, and breezeways.

ARTICLE III.

APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

(i) Three residents and owners in Watson's Orchard Subdivision;

(ii) A competent architect licensed to practice in South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, or plot plans. In making its decisions the Committee shall take into consideration the suitability of the proposed building or other improvement, 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 outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C., 29615, and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building

minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

ARTICLE IV.

MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of six (6) inches in diameter (dbh) will require prior approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has executed this document under seal this 15th day of January, 1981.

In the presence of:

Patrick H. Haynsworth, Jr.

Alida D. Smith

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY: [illegible]

-8-

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lincoln of South Carolina, Inc. sign, seal and as its act and deed deliver the within written Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of January, 1981. Alice D. Smith

Notary Public for South Carolina (L.S.)
My Commission Expires: 10-15-89

McGowan Order & Exhibits (12/9/1980), Page M-66

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-01 E. 1,391.7 feet to a stake; running thence N. 87-45 E. 89.4 feet to a stake; running thence N. 83-33 E. 100.8 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 98.8 feet to a stake; running thence N. 88-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is N. 23-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.18 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 88-57 W. 387.9 feet to a stake; N. 82-20 W. 236.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-08 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-08 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 40, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1327 feet to an iron pin; thence S. 72 E. 348 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-58 W. 378 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75.15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-15 E. 68.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 253.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 330.4 feet to an old iron pin; thence S. 14-35 E. 70.23 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

RECORDED JAN 16 1981 at 4:22 P.M.

1140 PAGE 969

4328 RV.2

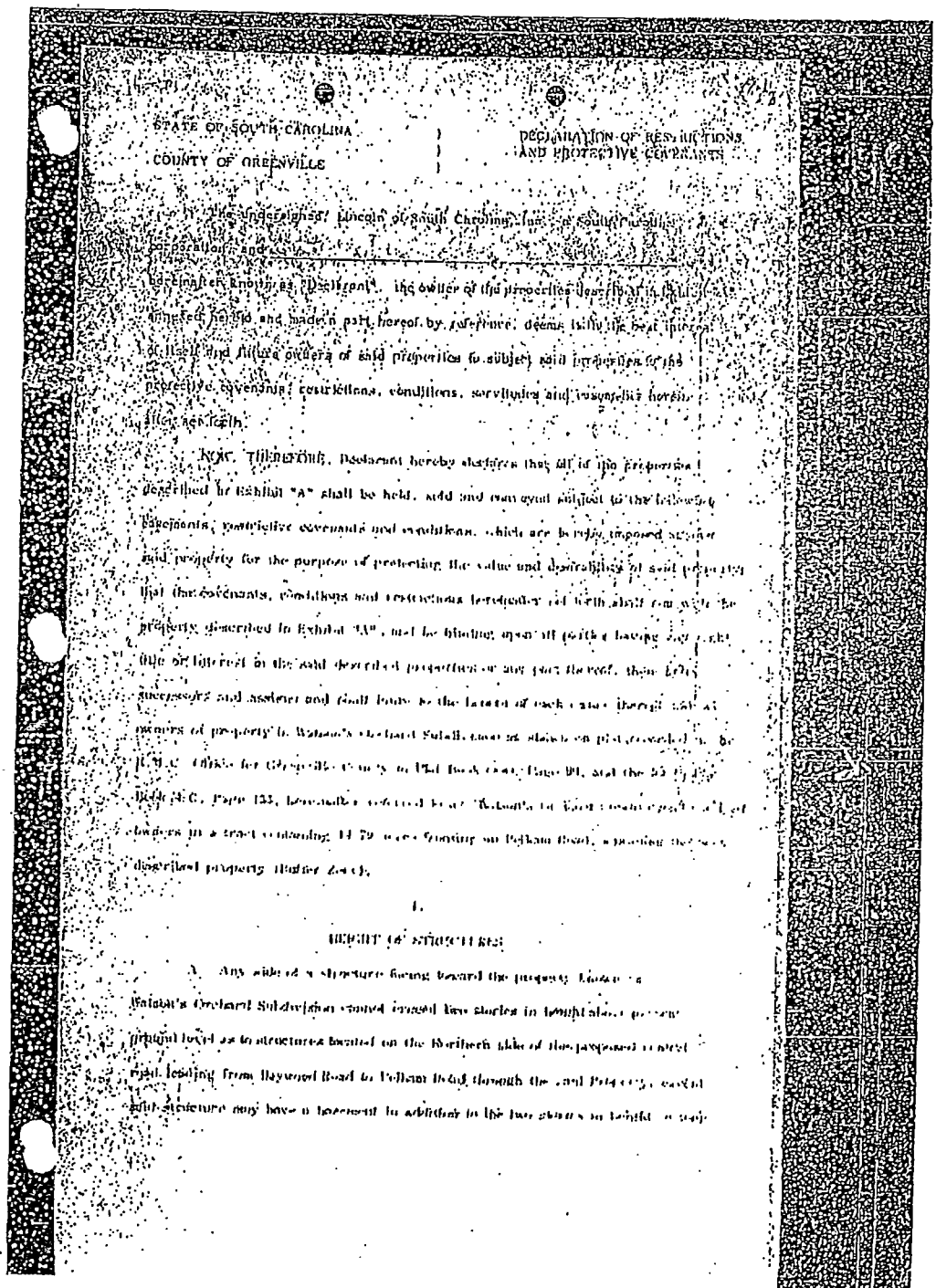
Exhibit 12

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is the original copy

and behind it is

a more legible copy.



STATE OF SOUTH CAROLINA)
) DECLARATION OF RESTRICTIONS
COUNTY OF GREENVILLE) AND PROTECTIVE COVENANTS

hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" attached hereto and made a part hereof by reference, deems it to be in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

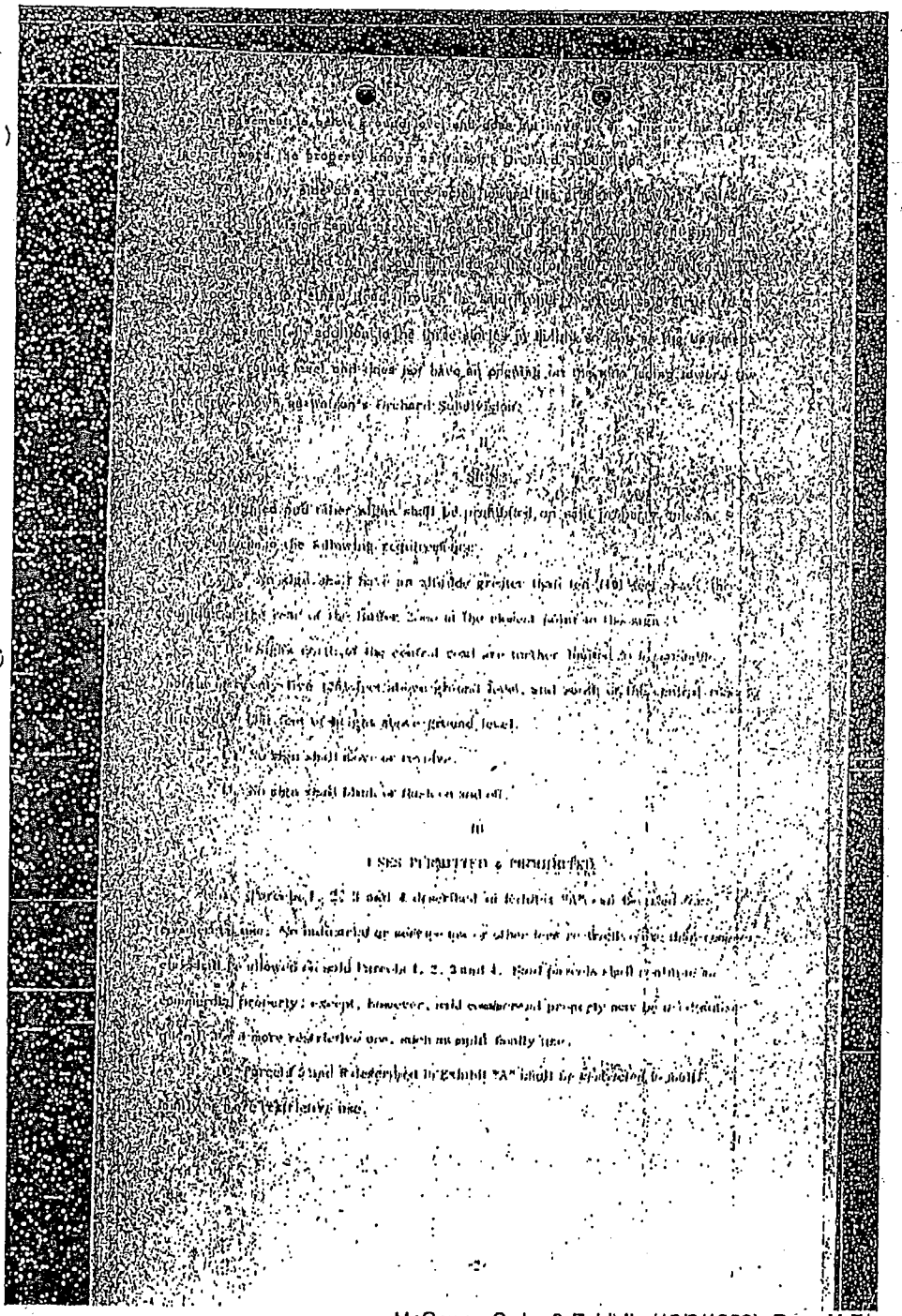
NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are to run with said property and shall be binding on all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. All owners of property in Watson's Orchard Subdivision, as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book [illegible] Page 91, and the 55 [illegible] Book [illegible] Page 133, hereinafter referred to as "Watson's Orchard Subdivision" [illegible] lodges in a tract containing 11.79 acres fronting on Pelham Road, adjoining the above described property (Lot 2).

I.

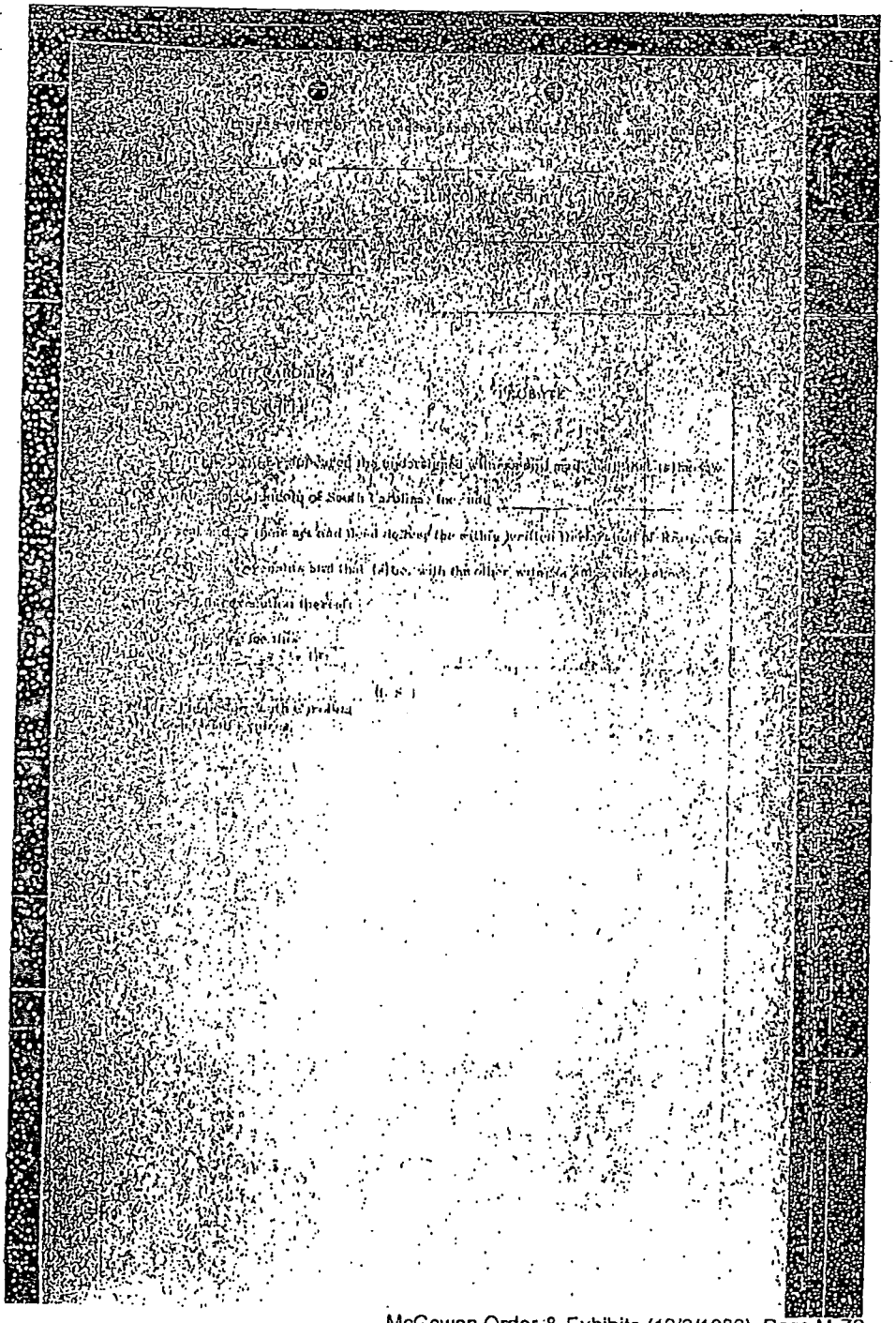
HEIGHT OF STRUCTURES

A. Any addition to a structure facing toward the property known as Watson's Orchard Subdivision erected [illegible] principal level as to structures located on the Northern side of the proposed street [illegible] leading from Haywood Road to Pelham Road through the said property, except that structure may have a basement in addition to the two stories in height [illegible]

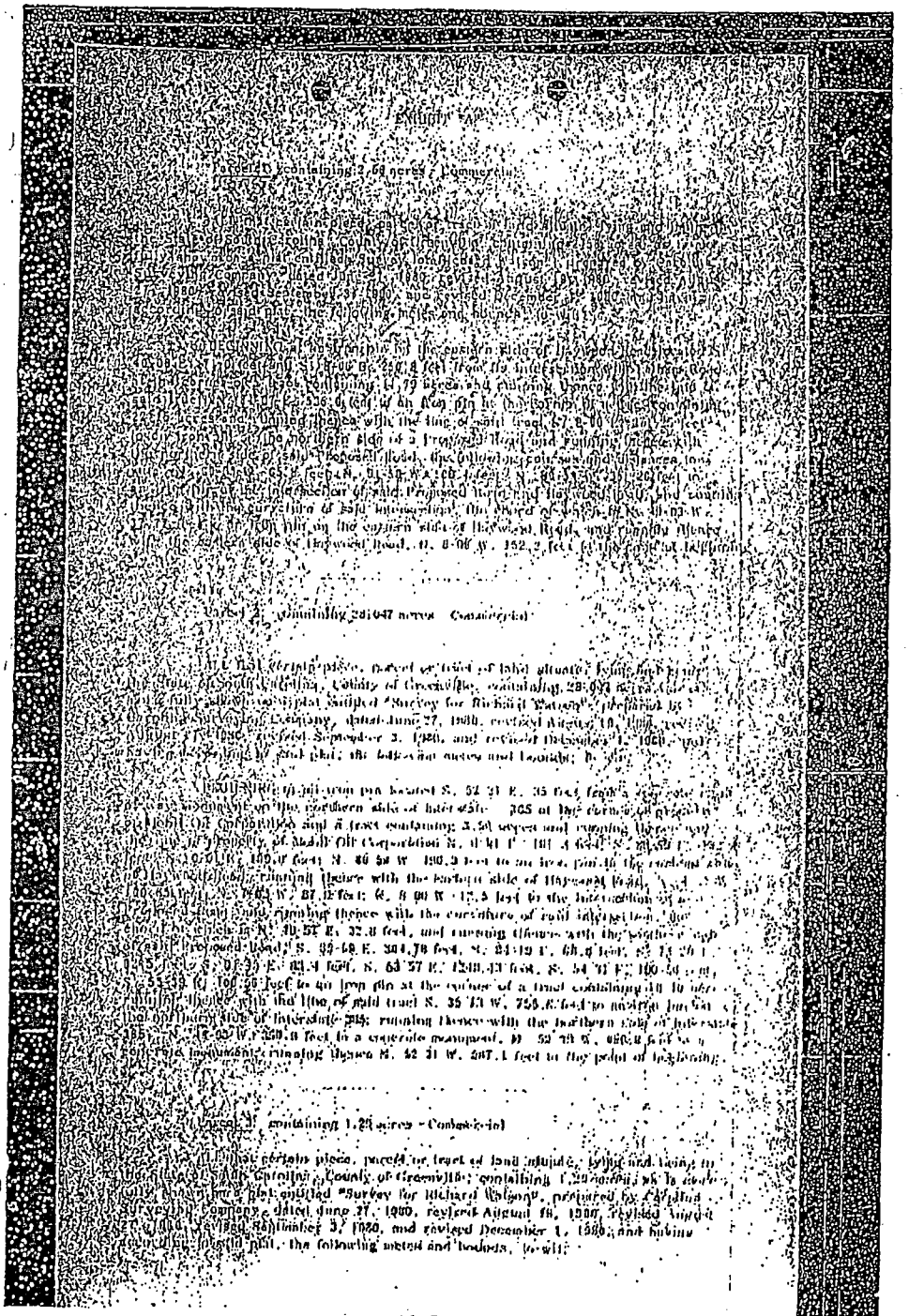
McGowan Order & Exhibits (12/9/1980), Page M-70



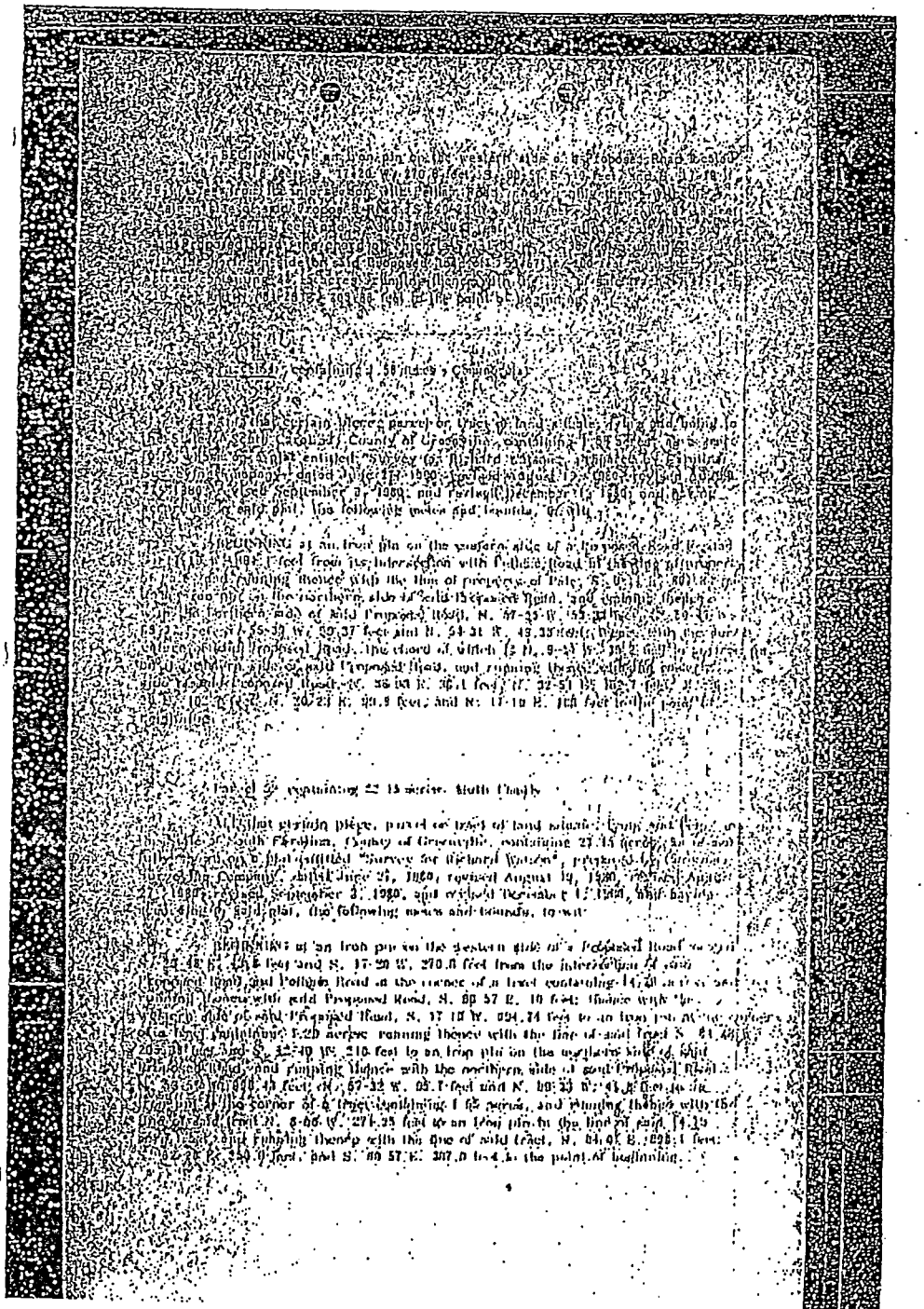
McGowan Order & Exhibits (12/9/1980), Page M-71



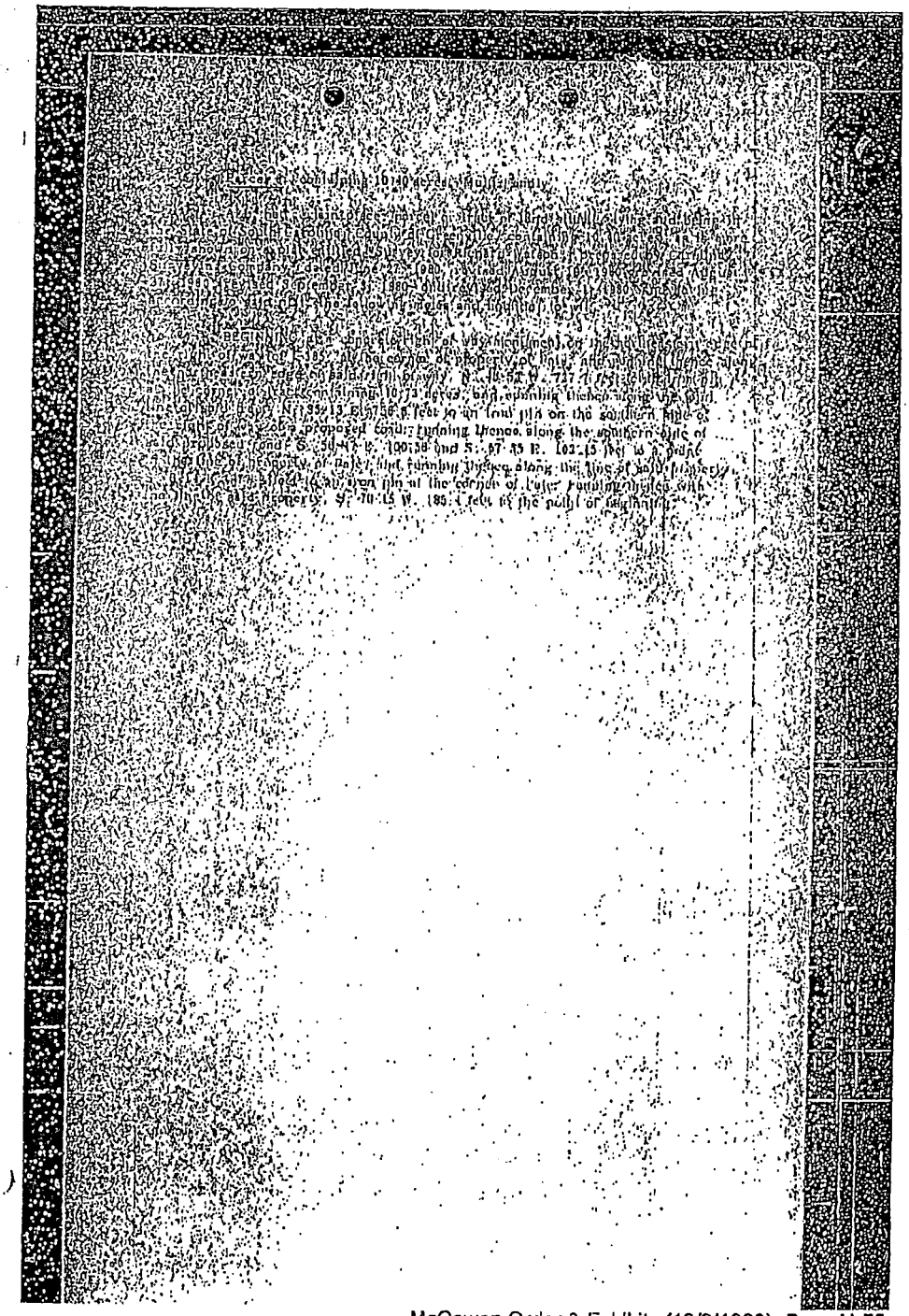
McGowan Order & Exhibits (12/9/1980), Page M-72



McGowan Order & Exhibits (12/9/1980), Page M-73



McGowan Order & Exhibits (12/9/1980), Page M-74



McGowan Order & Exhibits (12/9/1980), Page M-75

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[illegible] TINSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
) DECLARATION OF RESTRICTIONS
COUNTY OF GREENVILLE) AND PROTECTIVE COVENANTS

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, and Steven Van Auken hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A", and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book OOO, Page 99, and the lot in Plat Book 4-C, Page 131, hereinafter referred to as "Watson's Orchard Subdivision", and all owners in a tract containing 14.78 acres fronting on Pelham Road, adjoining the above described property (Buffer Zone).

1.

HEIGHT OF STRUCTURES

A. Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed two stories in height above present ground level as to structures located on the Northern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the two stories in height so long

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as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

B. Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed three stories in height above present ground level as to structures located on the Southern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the three stories in height so long as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

II.

SIGNS

Lighted and other signs shall be prohibited on said property unless they conform to the following requirements:

A. No sign shall have an altitude greater than ten (10) feet above the contour at the rear of the Buffer Zone at the closest point to the sign.

B. Signs north of the central road are further limited to a maximum height of twenty-five (25) feet above ground level, and south of the central road to thirty-five (35) feet of height above ground level.

C. No sign shall move or revolve.

D. No sign shall blink or flash on and off.

III.

USES PERMITTED & PROHIBITED

A. Parcels 1, 2, 3 and 4 described in Exhibit "A" can be used for commercial use. No industrial or service use or other less restrictive use than commercial shall be allowed on said Parcels 1, 2, 3 and 4. Said parcels shall continue as commercial property, except, however, said commercial property may be used subsequently for a more restrictive use, such as multi-family use.

B. Parcels 5 and 6 described in Exhibit "A" shall be restricted to multi-family or more restrictive use.

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IN WITNESS WHEREOF, the undersigned have executed this document under seal this 15th day of January, 1981.

In the presence of:

Estelle U. Mayfield
Aletia D. Smith

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY: [illegible]
President & Secretary
Steven Van Auken

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Lincoln of South Carolina, Inc. and Steven Van Auken sign, seal and as their act and deed deliver the within written Declaration of Restrictions and Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of January, 1981.

Aletia D. Smith

Estelle U. Mayfield (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-15-89

McGowan Order & Exhibits (12/9/1980), Page M-79

EXHIBIT "A"

140 PAGE 973

Parcel 1: containing 2.58 acres - Commercial

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 2.68 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Haywood Road located S. 40-08 E. 71.0 feet and S. 8-08 E. 250.8 feet from the intersection with Pelham Road at the corner of a tract containing 14.19 acres and running thence with the line of said tract, N. 81-07 E. 533.0 feet to an iron pin at the corner of a tract containing 22.15 acres and running thence with the line of said tract S. 8-08 E. 271.25 feet to an iron pin on the northern side of a Proposed Road and running thence with the northern side of said Proposed Road, the following courses and distances to-wit: N. 69-33 W. 85.8 feet; N. 81-58 W. 108.4 feet; N. 89-59 W. 331.28 feet to an iron pin at the intersection of said Proposed Road and Haywood Road, and running thence with the curvature of said intersection, the chord of which is N. 41-03 W. 37.77 feet to an iron pin on the eastern side of Haywood Road, and running thence with the eastern side of Haywood Road, N. 8-08 W. 152.2 feet to the point of beginning.

Parcel 2: containing 28.047 acres - Commercial

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 28.047 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located S. 82-31 E. 33 feet from a concrete right-of-way monument on the northern side of Interstate - 385 at the corner of property of Mobil Oil Corporation and a tract containing 3.50 acres and running thence with the line of property of Mobil Oil Corporation N. 0-01 E. 101.3 feet; N. 89-59 E. 132.4 feet, N. 0-01 E. 199.9 feet; N. 89-59 W. 196.3 feet to an iron pin in the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 4-31 W. 100.65 feet, N. 7-02 W. 87.0 feet; N. 8-08 W. 12.5 feet to the intersection of a Proposed Road, and running thence with the curvature of said intersection, the chord of which is N. 40-57 E. 32.8 feet, and running thence with the southern side of said Proposed Road, S. 89-59 E. 364.78 feet, S. 84-10 E. 83.8 feet, S. 73-20 E. 92.5 feet, S. 81-45 E. 83.4 feet, S. 33-57 E. 1248.43 feet, S. 51-31 E. 100.58 feet, S. 55-39 E. 100.55 feet to an iron pin at the corner of a tract containing 10.40 acres; running thence with the line of said tract S. 33-13 W. 186.6 feet to an iron pin on the northern side of Interstate-385, running thence with the northern side of Interstate-385, N. 48-33 W. 335.8 feet to a concrete monument, N. 82-38 W. 669.8 feet to a concrete monument; running thence N. 52-31 W. 867.1 feet to the point of beginning.

Parcel 3: containing 1.39 acres - Commercial

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 1.39 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of a Proposed Road located S. 25-48 E. 43.8 feet, S. 17-20 W. 270.8 feet, S. 88-57 E. 10 feet, and S. 17-10 W. 604.74 feet from its intersection with Pelham Road, and running thence with the western side of said Proposed Road, S. 20-33 W. 94.53 feet, S. 28-38 W. 97.18 feet, S. 32-54 W. 97.10 feet, and S. 36-03 W. 36.3 feet, thence with the curvature of said Proposed Road, the chord of which is S. 81-03 W. 35.36 feet; running thence with the northern side of said Proposed Road, N. 53-57 W. 200 feet to the corner of a tract containing 22.13 acres; running thence with the line of said tract N. 42-10 E. 210 feet and N. 84-28 E. 205.86 feet to the point of beginning.

Parcel 4: containing 1.58 acres - Commercial

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 1.58 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of a Proposed Road located S. 17-10 W. 884.1 feet from its intersection with Pelham Road in the line of property of Pate, and running thence with the line of property of Pate, S. 8-14 E. 409.86 feet to an iron pin on the northern side of said Proposed Road, and running thence with the northern side of said Proposed Road, N. 57-55 W. 53.33 feet, N. 56-47 W. 89.37 feet, N. 53-39 W. 89.37 feet and N. 51-31 W. 49.38 feet, thence with the curvature of said Proposed Road, the chord of which is N. 8-14 W. 35.2 feet to an iron pin on the eastern side of said Proposed Road, and running thence with the eastern side of said Proposed Road, N. 36-03 E. 38.1 feet, N. 32-54 E. 102.7 feet; N. 28-38 E. 101.7 feet; N. 20-23 E. 99.9 feet, and N. 17-10 E. 108 feet to the point of beginning.

Parcel 5: containing 22.15 acres - Multi-Family

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 22.15 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of a Proposed Road located S. 25-48 E. 43.8 feet and S. 17-20 W. 270.8 feet from the intersection of said Proposed Road and Pelham Road at the corner of a tract containing 14.78 acres, and running thence with said Proposed Road, S. 88-57 E. 10 feet; thence with the western side of said Proposed Road, S. 17-10 W. 894.74 feet to an iron pin at the corner of a tract containing 1.58 acres; running thence with the line of said tract N. 84-28 W. 205.86 feet and S. 42-10 W. 210 feet to an iron pin on the northern side of said Proposed Road, and running thence with the northern side of said Proposed Road, N. 53-57 W. 526.43 feet; N. 57-32 W. 63.7 feet and N. 59-33 W. 41.8 feet to an iron pin at the corner of a tract containing 1.55 acres, and running thence with the line of said tract N. 8-06 W. 271.25 feet to an iron pin in the line of said 14.78 acre tract, and running thence with the line of said tract, N. 88 07 E. 898.1 feet; N. 82-28 E. 238.8 feet, and N. 88-57 E. 337.5 feet to the point of beginning.

1140 PAGE 075

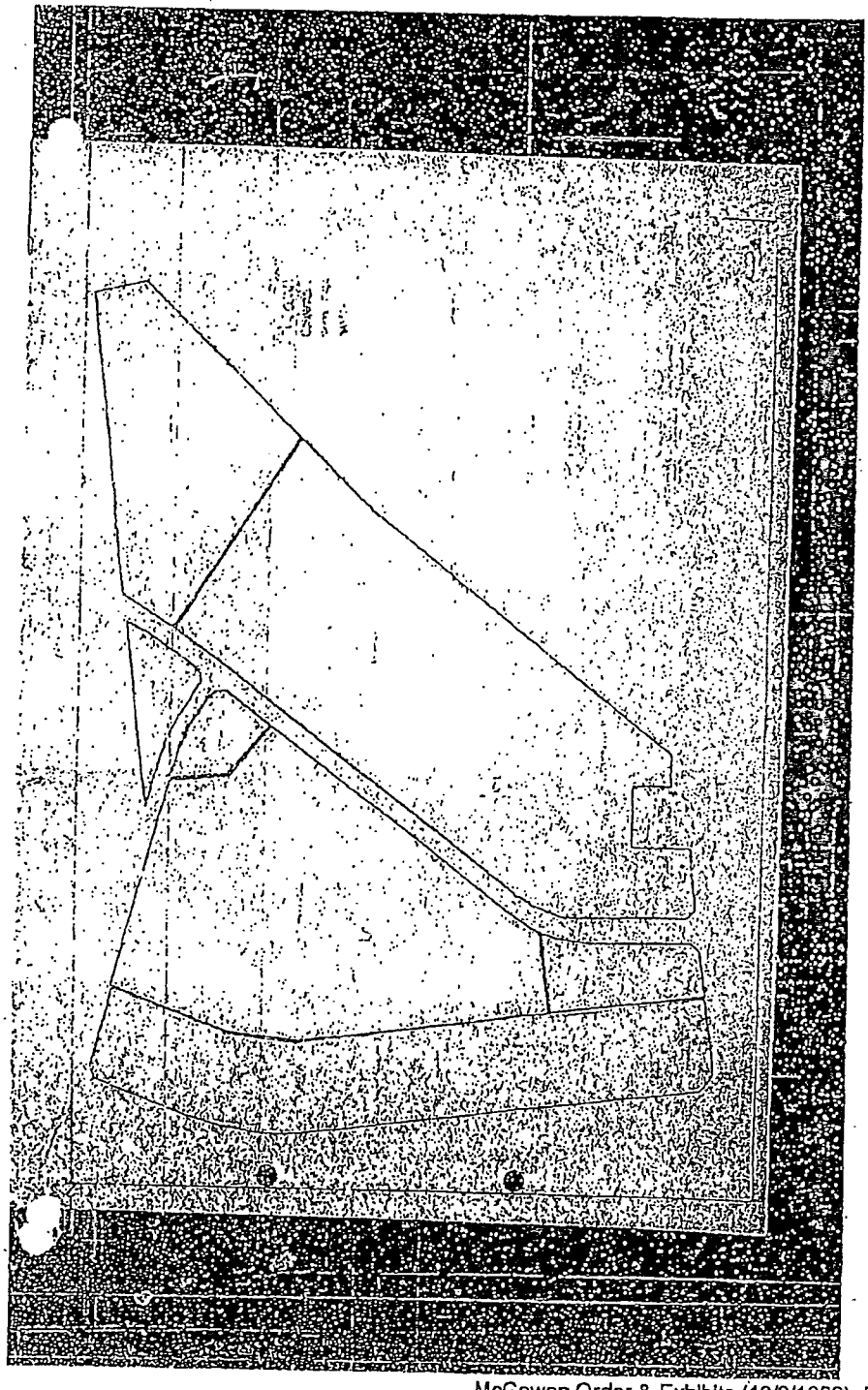
Parcel 8: containing 10.40 acres - Multi-Family

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 10.40 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a concrete right of way monument on the northeastern edge of the right of way of I-385, at the corner of property of Pate, and running thence along the northeastern edge of said right of way, N. 48-52 E. 727.7 feet to an iron pin at the corner of tract containing 10.73 acres, and running thence along the joint line of said tract, N. 35-11 E. 135.8 feet to an iron pin on the southern side of the right of way of a proposed road; running thence along the southern side of said proposed road, S. 56-47 E. 100.58 and S. 57-55 E. 102.45 feet to a point in the line of property of Pate, and running thence along the line of said property, S. 8-14 E. 977.2 feet to an iron pin at the corner of Pate; running thence with the line of said property, S. 70-16 W. 188.4 feet to the point of beginning.

RECORDED JAN 16 1981 at 4:23 P.M.

Exhibit 13



McGowan Order & Exhibits (12/9/1980), Page M-84

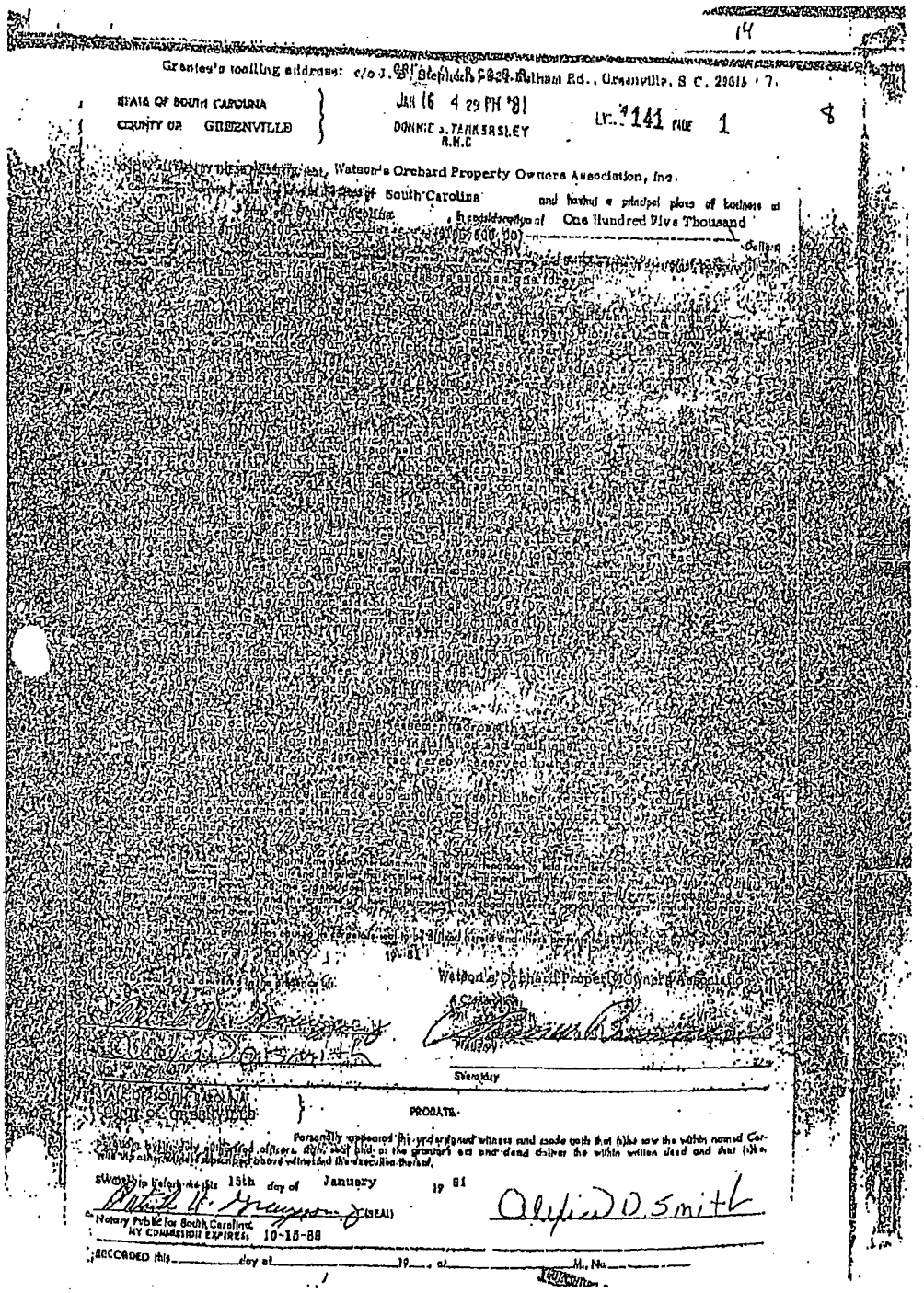
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is the original copy

and behind it is

a more legible copy.

Exhibit 14



14

Grantee's mailing address: c/o J. [illegible] Stephens, 5828 Pelham Rd., Greenville, S. C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 16 4 29 PM '81
DONNIE S. TANKERSLEY
R.M.C.

BK 1141 PAGE 1

Watson's Orchard Property Owners Association, Inc.

South Carolina

and having a principal place of business at

One Hundred Five Thousand

Dollars

1-16-81

Watson's Orchard Property Owners Association

Secretary

PROBATE:

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation by its duly authorized officers, duly sealed and as the grantor's act and deed deliver the within written deed and that (s)he with the other witness above subscribed witnessed the execution thereof.

Sworn to before me this 15th day of January 19 81

Notary Public for South Carolina (SEAL)
MY COMMISSION EXPIRES: 10-16-88

RECORDED this day of 19 at M., No.

McGowan Order & Exhibits (12/9/1980), Page M-87

Grantee's mailing address: c/o J. [illegible] Stephens, 828 Pelham Rd., Greenville, S C. 29[illegible]

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 16 4 29 PM '81
DONNIE S. TANKERSLEY
R.M.C

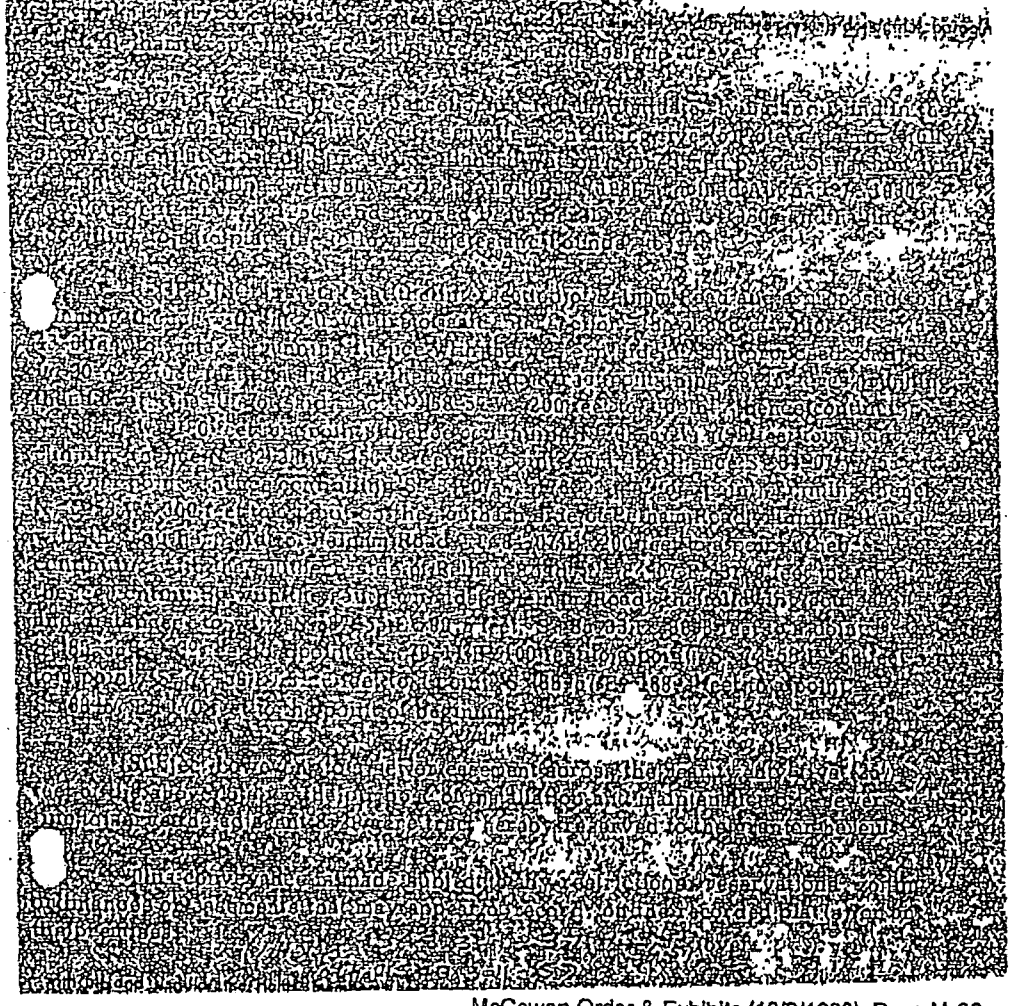
BK 1141 PAGE 1

Watson's Orchard Property Owners Association, Inc.

of South Carolina and having a principal place of bu

[illegible] Consideration of One Hundred Five Thousan

($105,000.00)



McGowan Order & Exhibits (12/9/1980), Page M-88

More

Legible

Copy

Grantee's mailing address: c/o G.F. Stephens, 203 S. Main St., Greenville, S.C. 29601

FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

'81 JAN 15 PM 4 15
JANE P. ASLET
R.M.C.

141 PAGE 1

KNOW ALL MEN BY THESE PRESENTS, that Watson's Orchard Property Owners Association, Inc.
A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Hundred Five Thousand Five Hundred and 00/100---------- ($105,500.00)---------- Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Pelham Properties, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2, and 3, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 276.8 feet to a stake at the corner of a tract containing 23.15 acres; running thence with the line of said tract N. 68-57 W. 200 feet to a point; thence continuing, N. 88-57 W. 180 feet to a point; thence continuing N. 88-57 W. 7.8 feet to a point; running thence N. 82-28 W. 258.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 170.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 93.6 feet; N. 85-33 E. 66.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-19 E. 100 feet to a point; S. 72-56 E. 88 feet to a point; S. 72-56 E. 31.8 feet to a point; S. 68-57 E. 188.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

Subject however, to a sewer easement across the rear twenty-five (25') feet of the above lots for the purpose of installation and maintenance of a sewer line to serve the adjacent 3.29 acre tract hereby reserved to the grantor herein.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises. 111502, 503 1-1-57 Power (over.....)
end of 93 1-1-57

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantee(s) and the grantee(s) heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 15th day of January 19 81

SIGNED, sealed and delivered in the presence of:

Watson's Orchard Property Owners Association, Inc.
A Corporation
By: Richard W. Bummer
President

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as its grantor's act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January 19 81

Notary Public for South Carolina (SEAL)
My Commission Expires: 10-15-89

RECORDED this ____ day of _____ 19__ at ____ M., No. _____

McGowan Order & Exhibits (12/9/1980), Page M-90

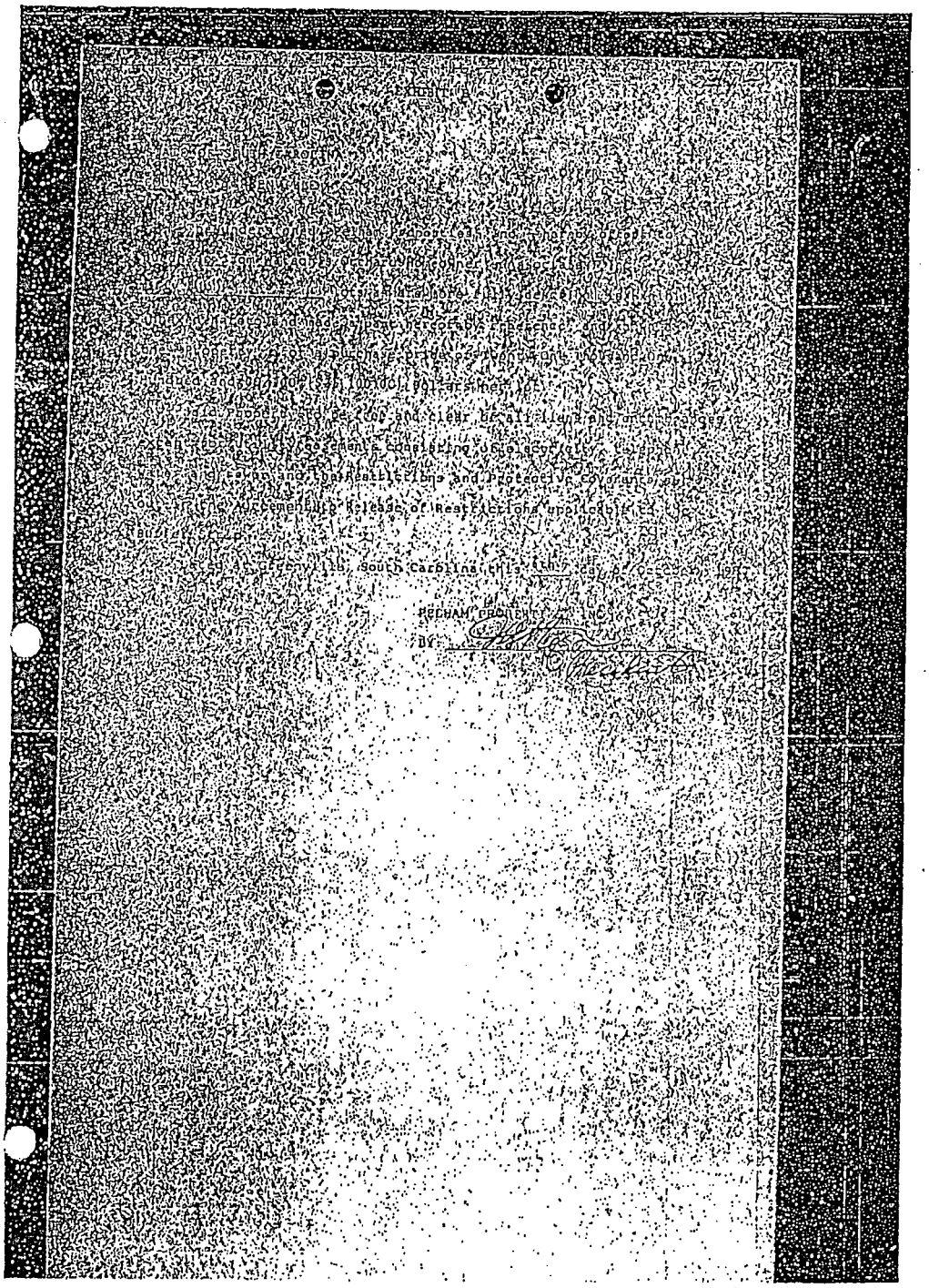
Exhibit 15

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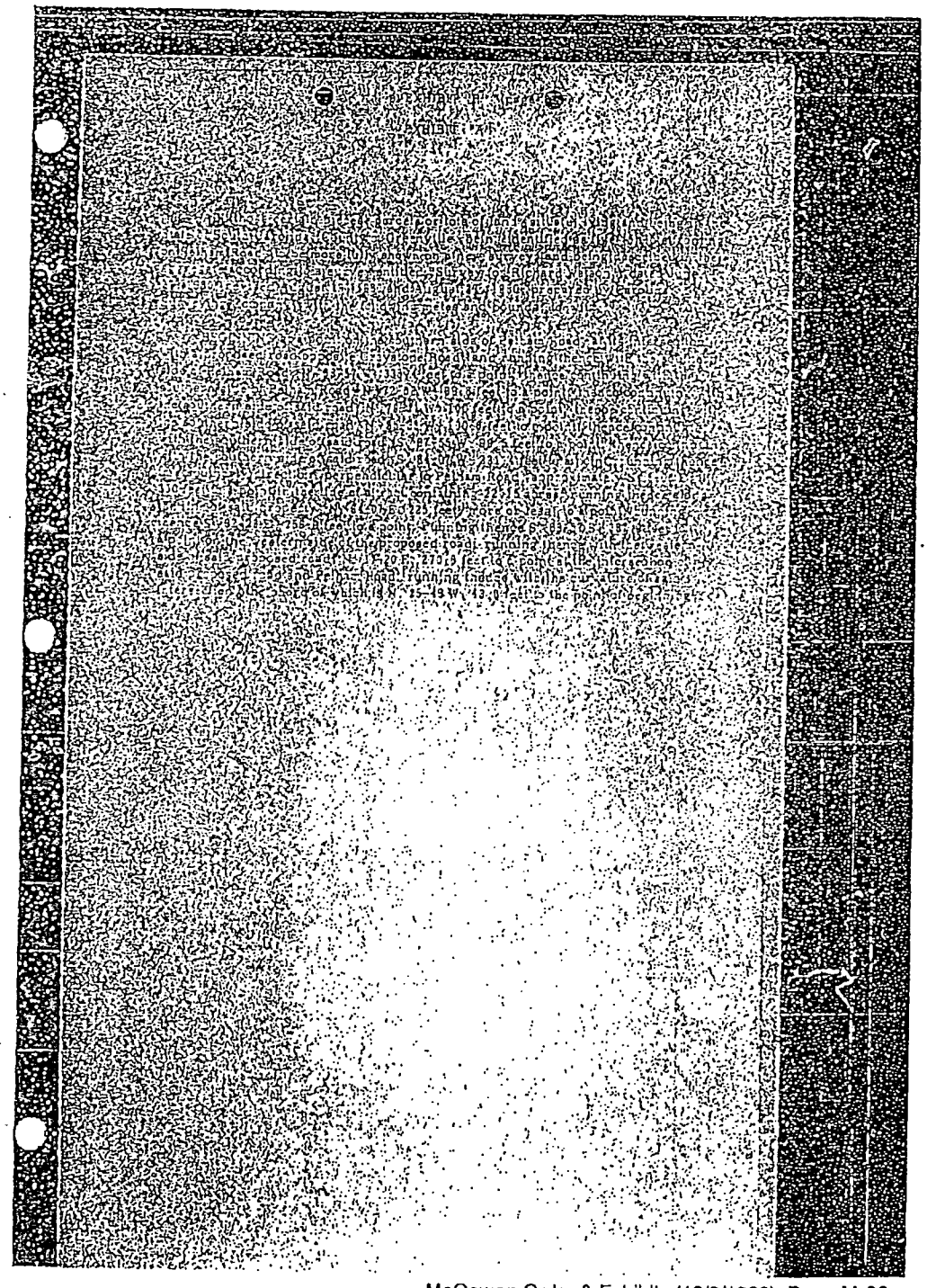
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McGowan Order & Exhibits (12/9/1980), Page M-92



McGowan Order & Exhibits (12/9/1980), Page M-93

D-1479

EXHIBIT "B"

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) OFFER

The undersigned, Pelham Properties, Inc., hereby offers to purchase from Watson's Orchard Homeowner's Associates, Inc., five (5) lots as are more fully described in Exhibit "A" annexed hereto and made a part hereof by reference, and known as the "Property", for a purchase price of Twenty One Thousand One Hundred and 00/100 ($21,100.00) Dollars per lot.

Said Property to be free and clear of all liens and encumbrances except for utility easements consisting of electricity, telephone, water and sewer and the Restrictions and Protective Covenants set out in the Agreement to Release of Restrictions applicable to the Buffer Strip.

Dated at Greenville, South Carolina this 6th day of October, 1980.

PELHAM PROPERTIES, INC.

BY: _____

D-1676

EXHIBIT "B" (page)

EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, being identified as five (5) lots fronting on Pelham Road, to be more fully shown on a new survey, and being described in the aggregate according to a survey entitled "Survey for Richard Watson", dated June 27, 1980, revised August 18, 1980 and August 27, 1980, prepared by Carolina Surveying Company, with the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Pelham Road, at its intersection with a proposed road opposite Greystone Road, and running thence with the southern side of Pelham Road, N. 88-57 W. 330.4 feet to a point; thence continuing with the southern side of Pelham Road, N. 72-50 W. 99.8 feet to a point; thence continuing with the southern side of said road, N. 79-11 W. 100 feet to a point; thence continuing with the southern side of said road, N. 85-30 W. 100.5 feet to a point; thence continuing with the southern side of said road, S. 87-55 W. 99.5 feet to a point; thence continuing with the southern side of said road, S. 84-07 W. 231.4 feet to a point; running thence in a southerly direction, perpendicular to Pelham Road, approximately S. 8-06 E. 300 feet to a point in the line of a tract containing 22.15 acres; running thence along the line of said property, N. 84-07 E. 225 feet, more or less, to a point; running thence S. 02-28 E. 256.9 feet to a point; running thence S. 88-57 E. 387.9 feet to a point on the western side of the proposed road; running thence with the western side of said proposed road, N. 17-20 E. 270.6 feet to a point at the intersection of said proposed road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 25-48 W. 43.8 feet to the point of beginning.

Exhibit 16

#10

October 14, 1980

TO: Watson's Orchard Property Owners

SUBJECT: Releasing of Restrictions

It appears that at long last we, the lot owners in Watson's Orchard, have agreed to release the restrictions on the Watson property and to go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to Release.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 55,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

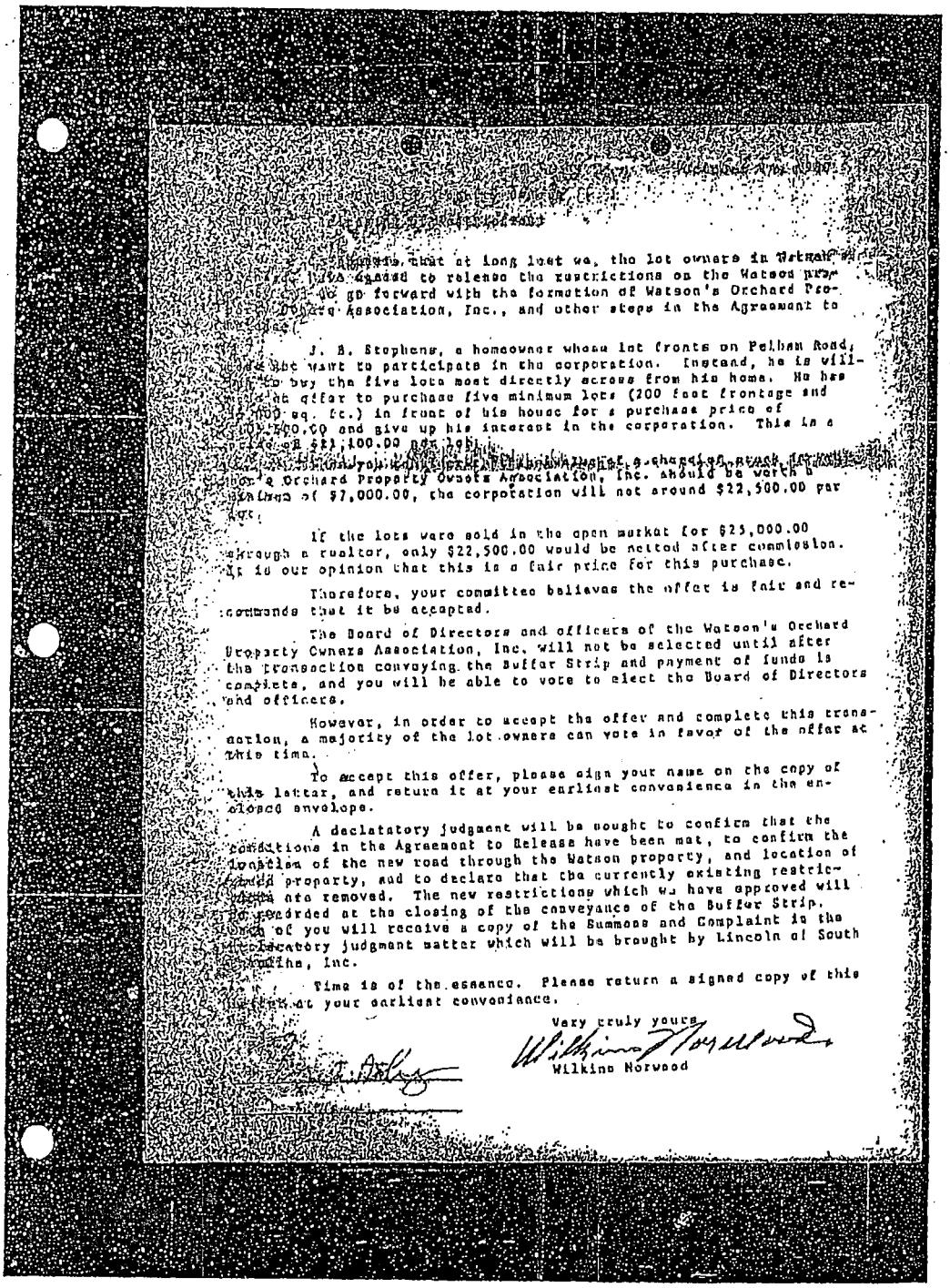
Very truly yours,

Wilkins Norwood

_____

_____

Homeowners



...that at long last we, the lot owners in Watson's ...
...agreed to release the restrictions on the Watson pro...
...go forward with the formation of Watson's Orchard Pro...
...Association, Inc., and other steps in the Agreement to

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 foot frontage and 20,000 sq. ft.) in front of his house for a purchase price of $22,500.00 and give up his interest in the corporation. This is a price of $4,100.00 per lot.

...[illegible] ...a charging attack for ...
...Orchard Property Owners Association, Inc. should be worth a ...
...minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of ...[illegible] property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. ...[illegible] of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

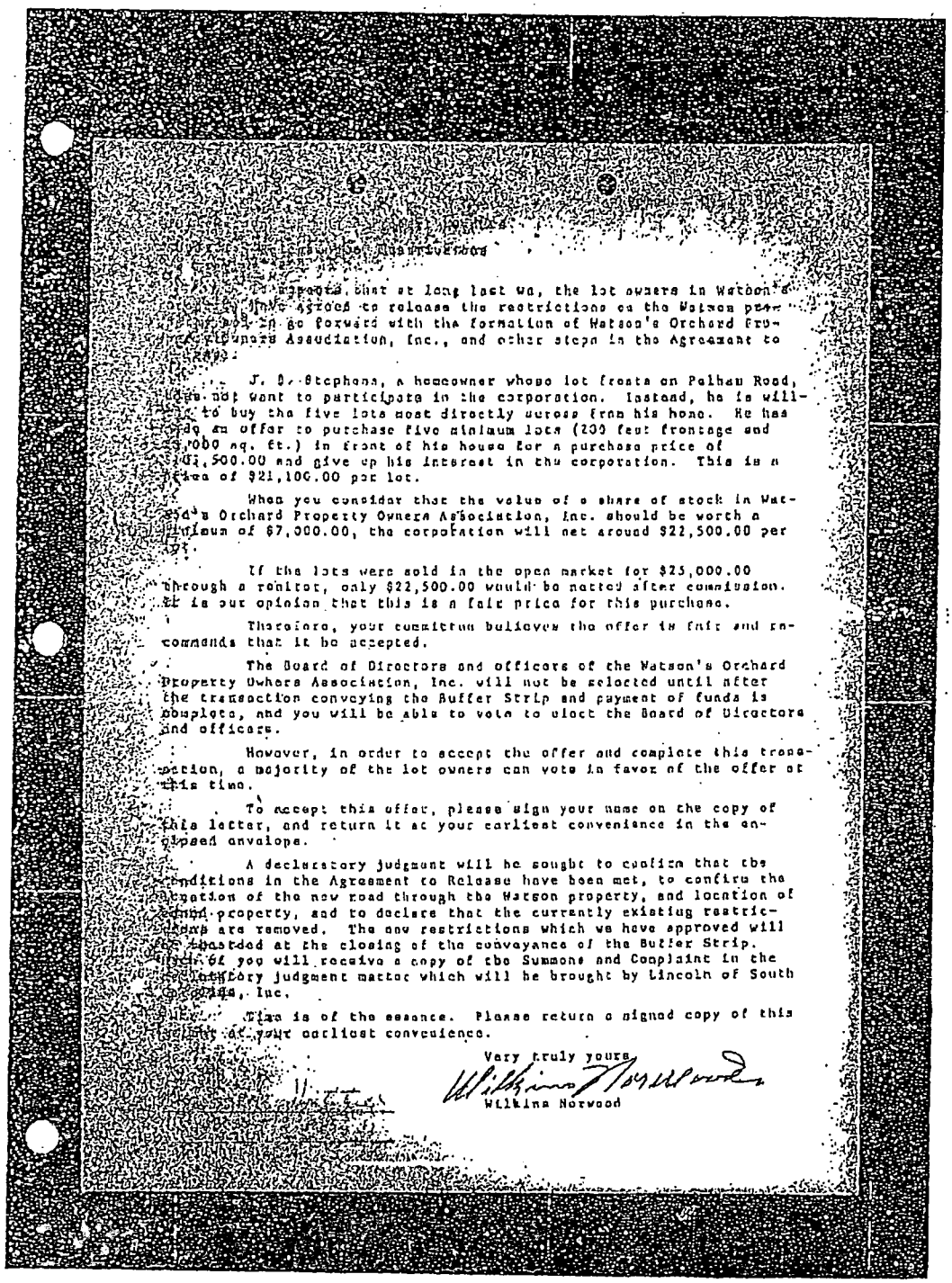
Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

...[illegible]

McGowan Order & Exhibits (12/9/1980), Page M-96



...expects that at long last we, the lot owners in Watson's ... have agreed to release the restrictions on the Watson pro... and to go forward with the formation of Watson's Orchard Pro... Owners Association, Inc., and other steps in the Agreement to ...

J. D. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 30,000 sq. ft.) in front of his house for a purchase price of $22,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

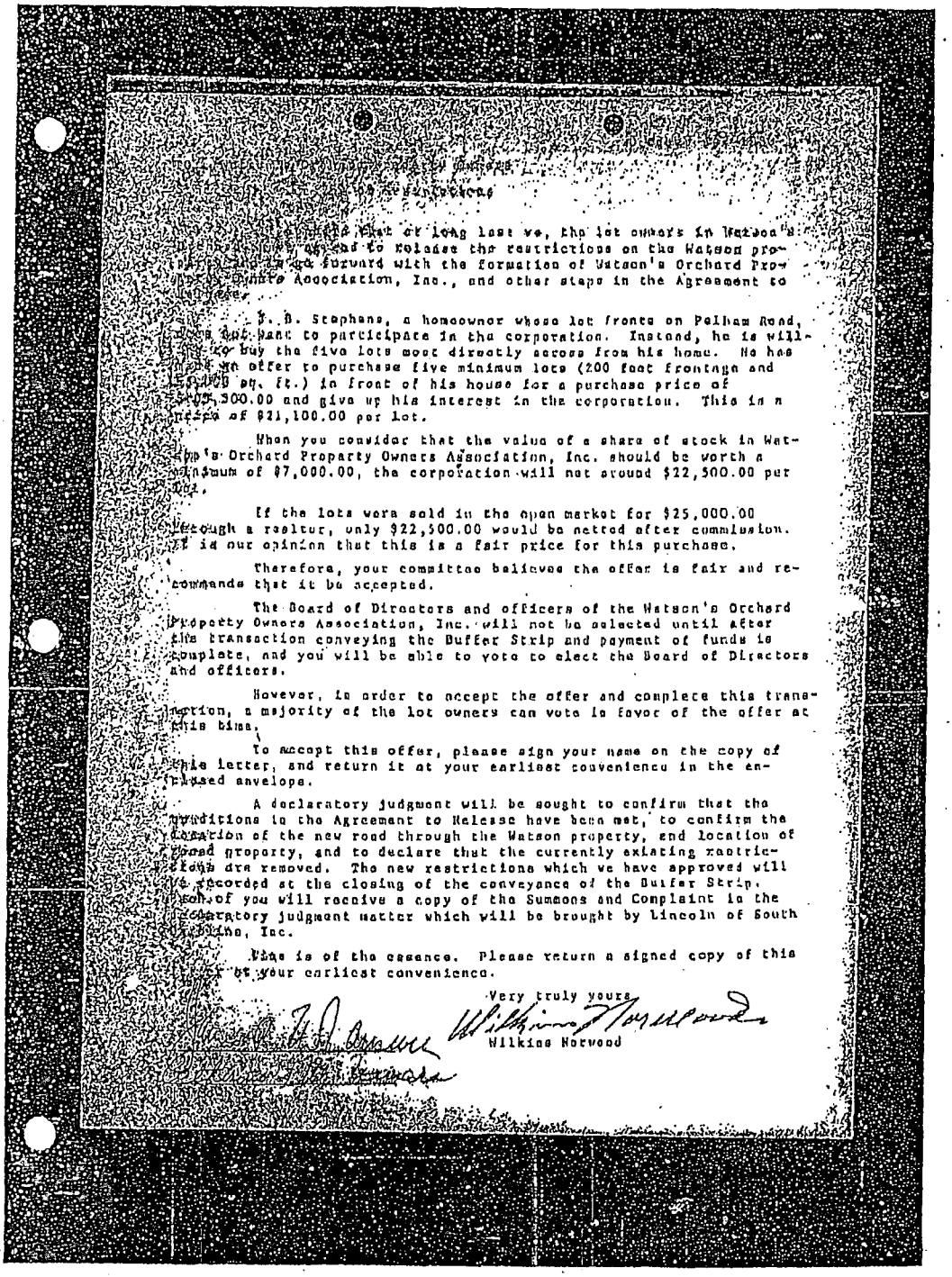
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of ... property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be executed at the closing of the conveyance of the Buffer Strip. You will receive a copy of the Summons and Complaint in the ... judgment matter which will be brought by Lincoln of South ..., Inc.

Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-97



...restrictions

...that at long last we, the lot owners in Watson's ... and to release the restrictions on the Watson pro... forward with the formation of Watson's Orchard Pro... Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, ... not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has ... an offer to purchase five minimum lots (200 foot frontage and ... sq. ft.) in front of his house for a purchase price of ...,500.00 and give up his interest in the corporation. This is a ... of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per ...

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

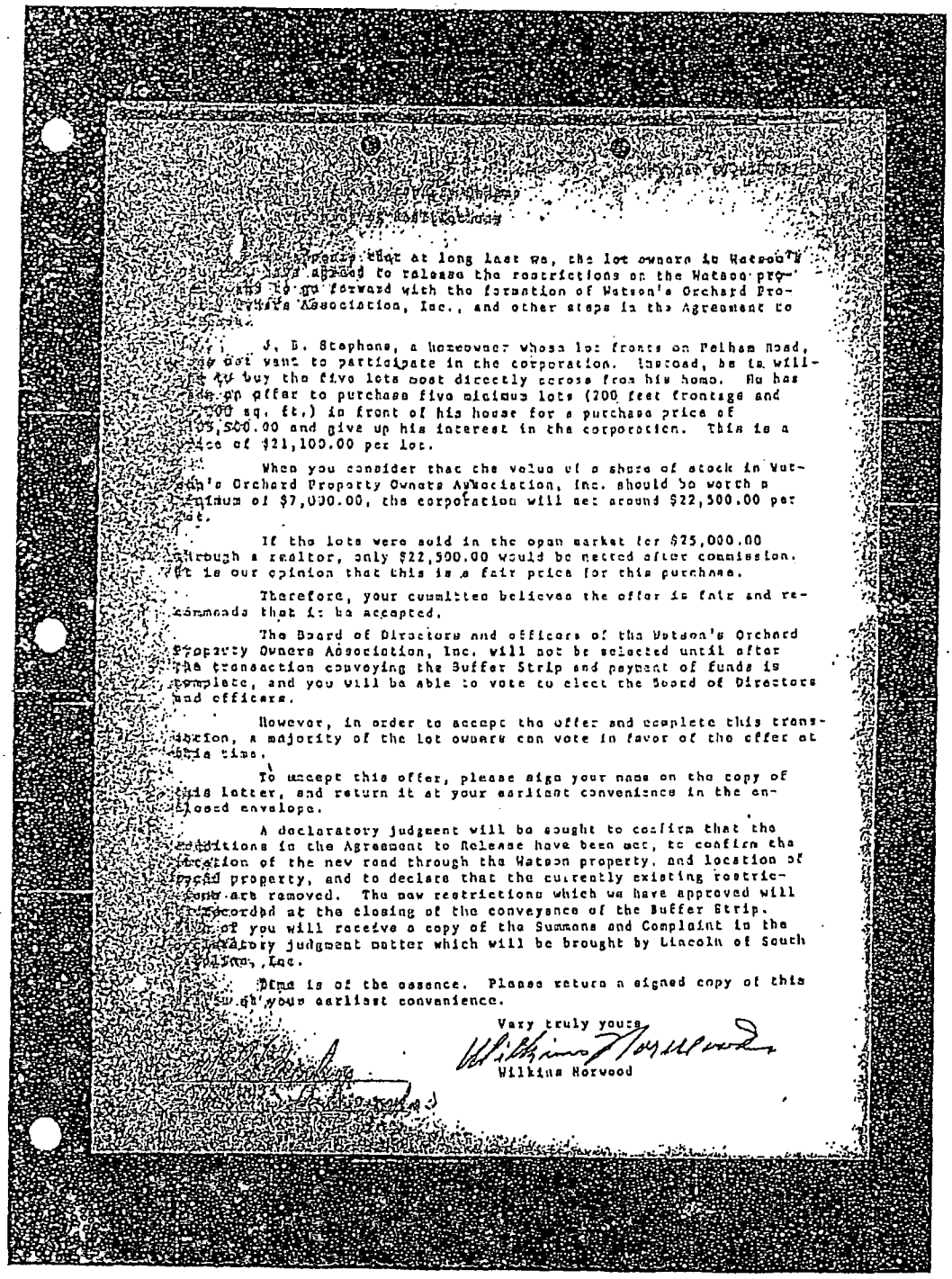
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of ... property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. ... of you will receive a copy of the Summons and Complaint in the ... judgment matter which will be brought by Lincoln of South ..., Inc.

Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-98



...party that at long last we, the lot owners in Watson's ... agreed to release the restrictions on the Watson pro... and to go forward with the formation of Watson's Orchard Pro... Owners Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, ... not want to participate in the corporation. Instead, he is wil... to buy the five lots most directly across from his home. He has ... up offer to purchase five minimum lots (200 feet frontage and ... sq. ft.) in front of his house for a purchase price of $5,500.00 and give up his interest in the corporation. This is a ... of $21,100.00 per lot.

When you consider that the value of a share of stock in Wat... Orchard Property Owners Association, Inc. should be worth a ... of $7,000.00, the corporation will get around $22,500.00 per ...

If the lots were sold in the open market for $25,000.00 ... through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and re... commends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this trans... action, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the en... closed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of said property, and to declare that the currently existing restric... tions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. ... of you will receive a copy of the Summons and Complaint in the ... declaratory judgment matter which will be brought by Lincoln of South ... Inc.

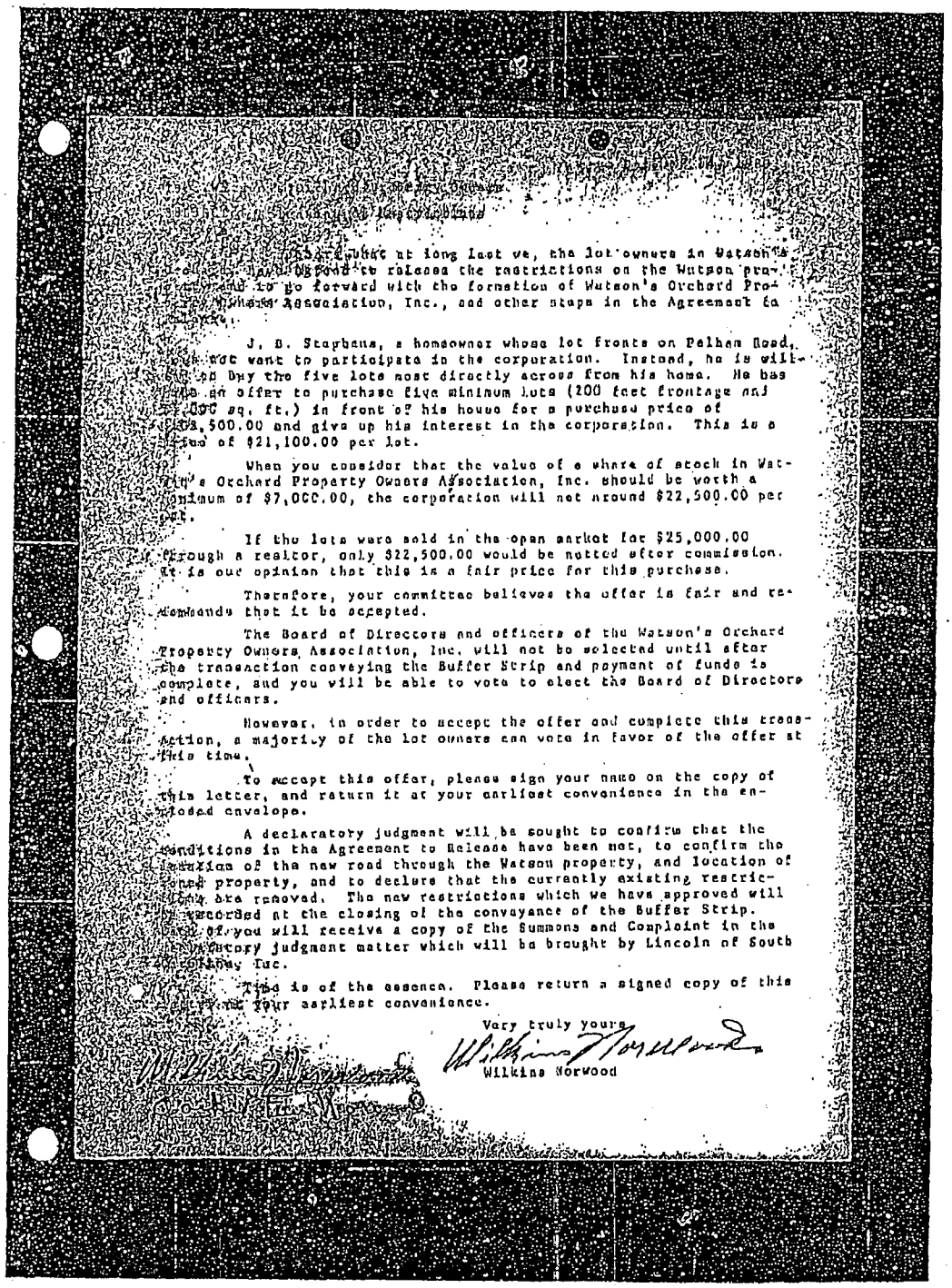
Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-99



...property Owners

...at long last we, the lot owners in Watson's ...
...to release the restrictions on the Watson pro...
...to go forward with the formation of Watson's Orchard Pro...
...Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of said property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

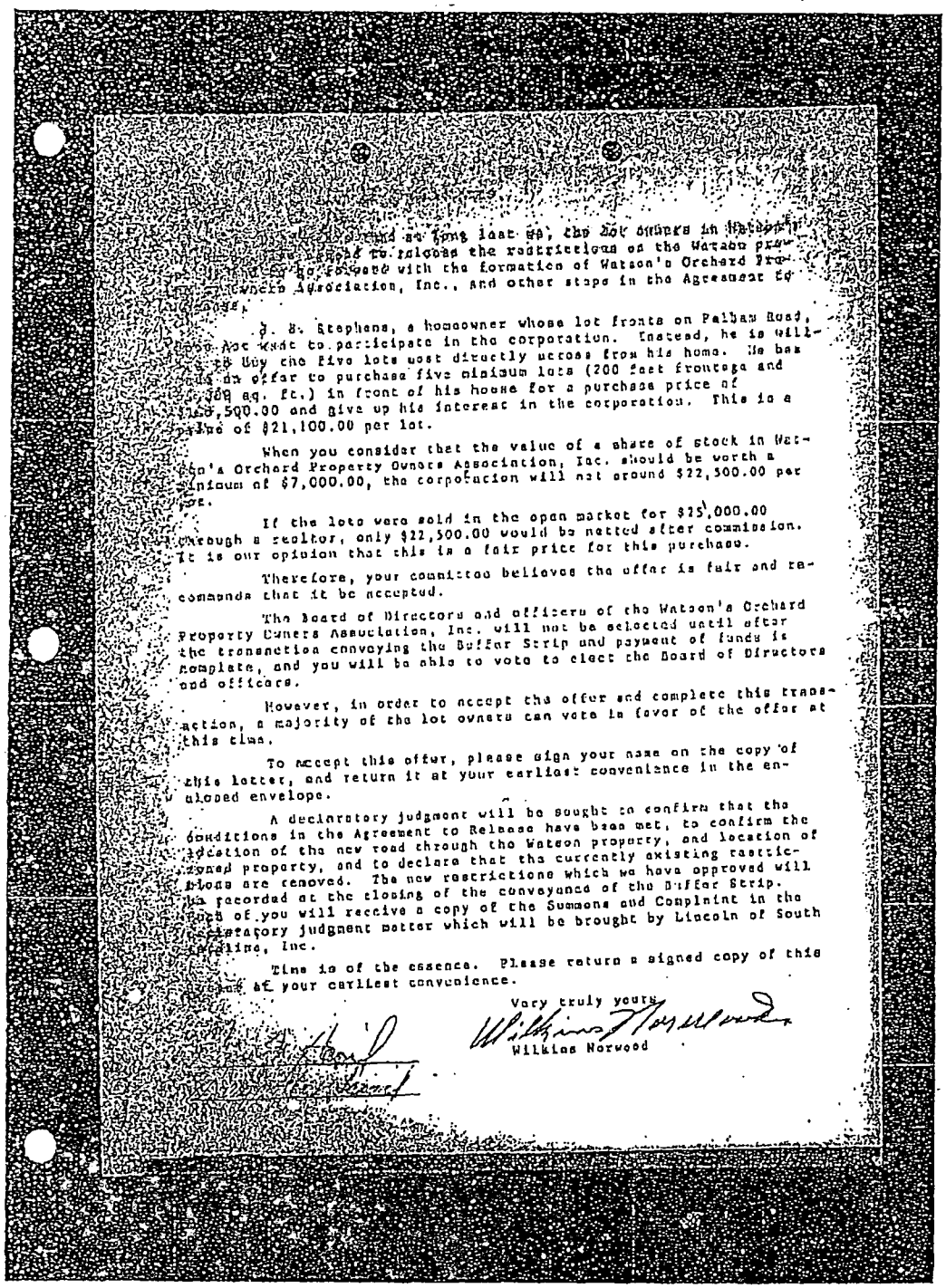
Time is of the essence. Please return a signed copy of this ... your earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-100



...pursued as long last as, the lot owners in Watson's ...
...agreed to release the restrictions on the Watson pro...
...be released with the formation of Watson's Orchard Pro...
...Owners Association, Inc., and other steps in the Agreement to ...
...ease.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, ...
...has not to participate in the corporation. Instead, he is will...
...to buy the five lots most directly across from his home. He has ...
...made an offer to purchase five minimum lots (200 feet frontage and ...
...300 sq. ft.) in front of his house for a purchase price of ...
...$105,500.00 and give up his interest in the corporation. This is a ...
...value of $21,100.00 per lot.

When you consider that the value of a share of stock in Wat...
...son's Orchard Property Owners Association, Inc. should be worth a ...
...minimum of $7,000.00, the corporation will net around $22,500.00 per ...
...lot.

If the lots were sold in the open market for $25,000.00 ...
...through a realtor, only $22,500.00 would be netted after commission. ...
...It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and re...commends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

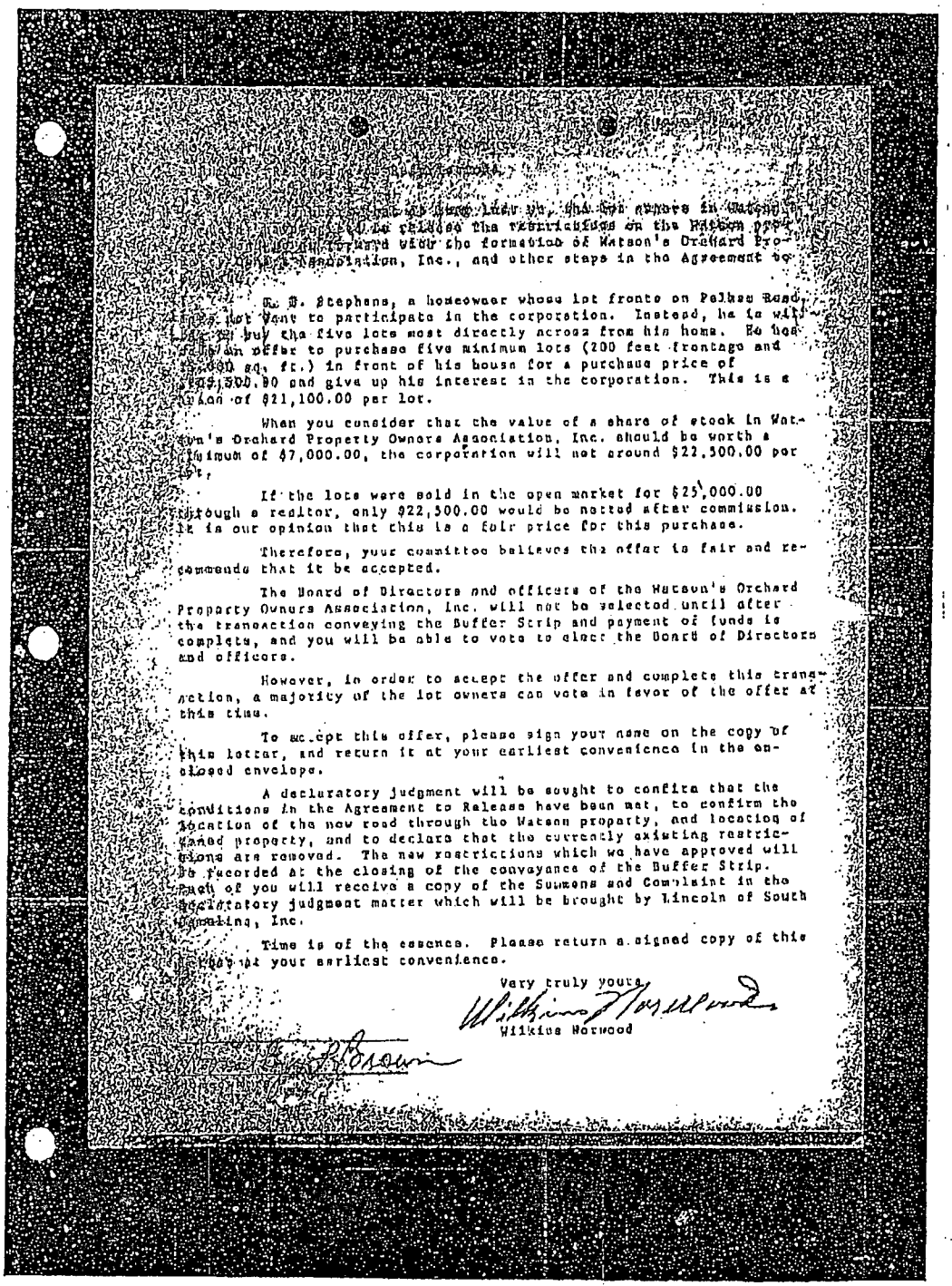
Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-101



[illegible] by June [illegible], the lot owners in Watson's [illegible] to release the restrictions on the Watson property [illegible] toward the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to [illegible].

R. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 1,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

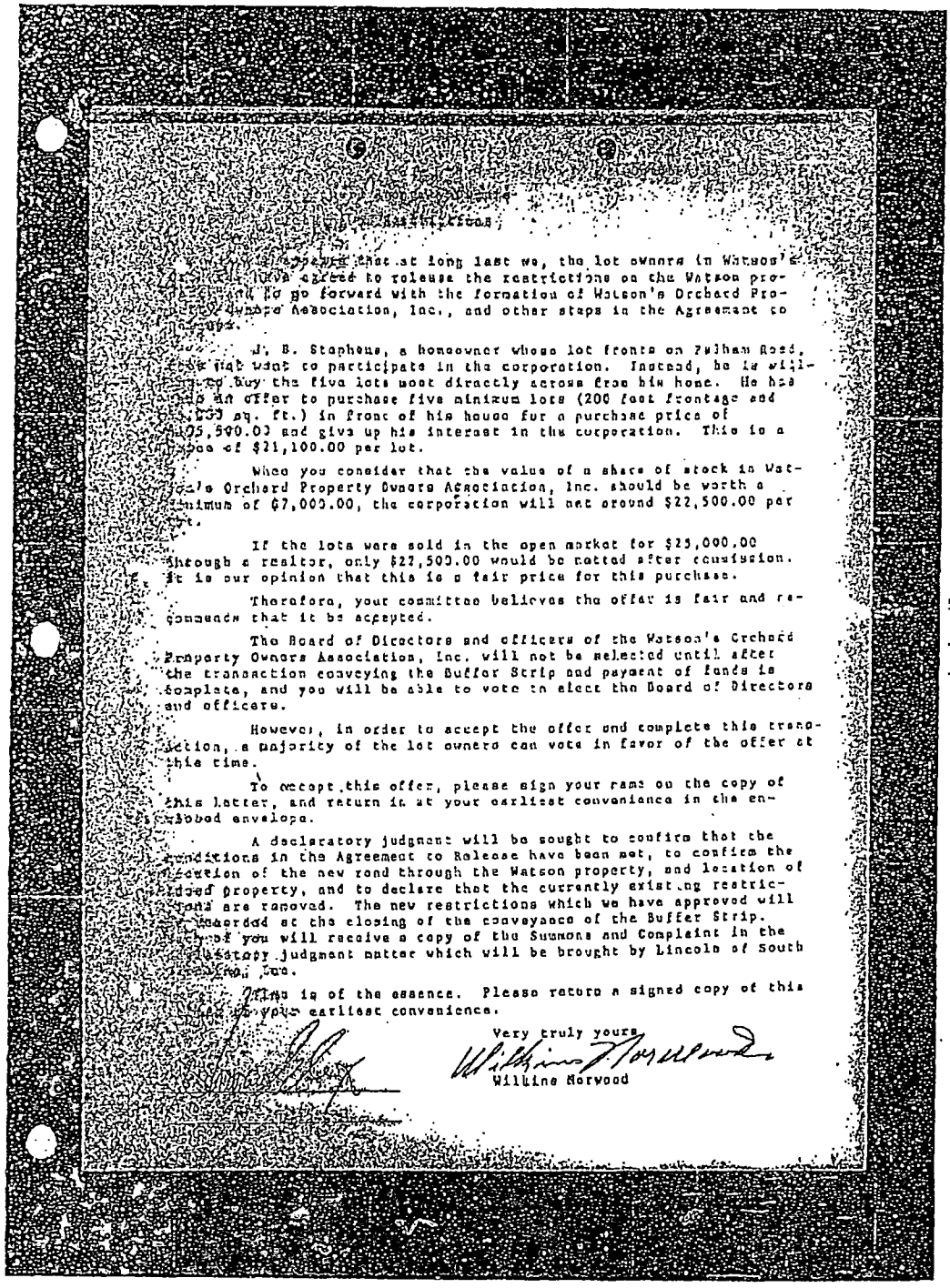
Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

[illegible]

McGowan Order & Exhibits (12/9/1980), Page M-102



[illegible] that at long last we, the lot owners in Watson's [illegible] have agreed to release the restrictions on the Watson property [illegible] to go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to [illegible].

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 foot frontage and 43,560 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a purchase of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of deed property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

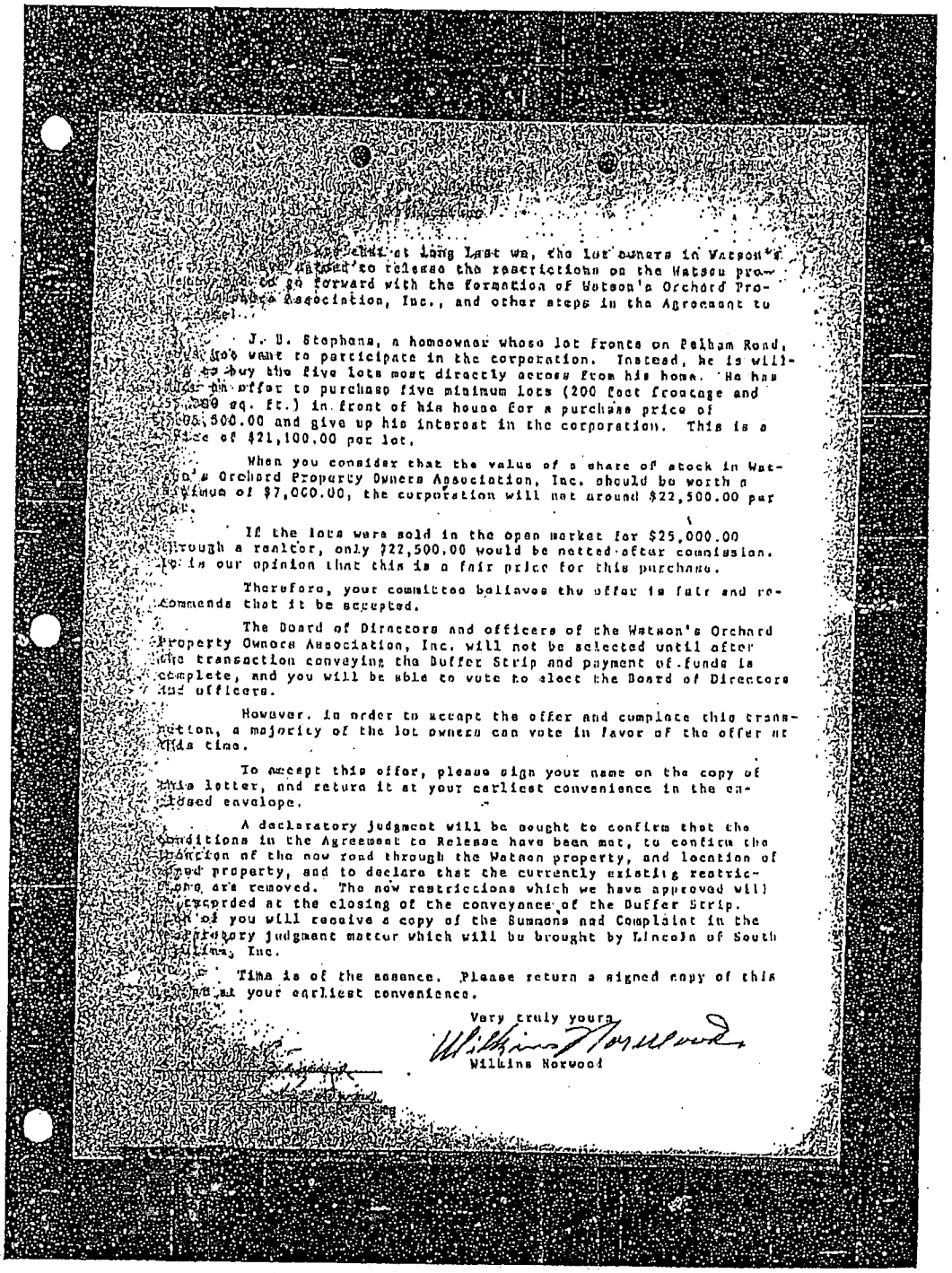
Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Willkins Norwood

Willkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-103



...that at long last we, the lot owners in Watson's ... agreed to release the restrictions on the Watson pro... to go forward with the formation of Watson's Orchard Pro... Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 foot frontage and 25,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the dedication of the new road through the Watson property, and location of agreed property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

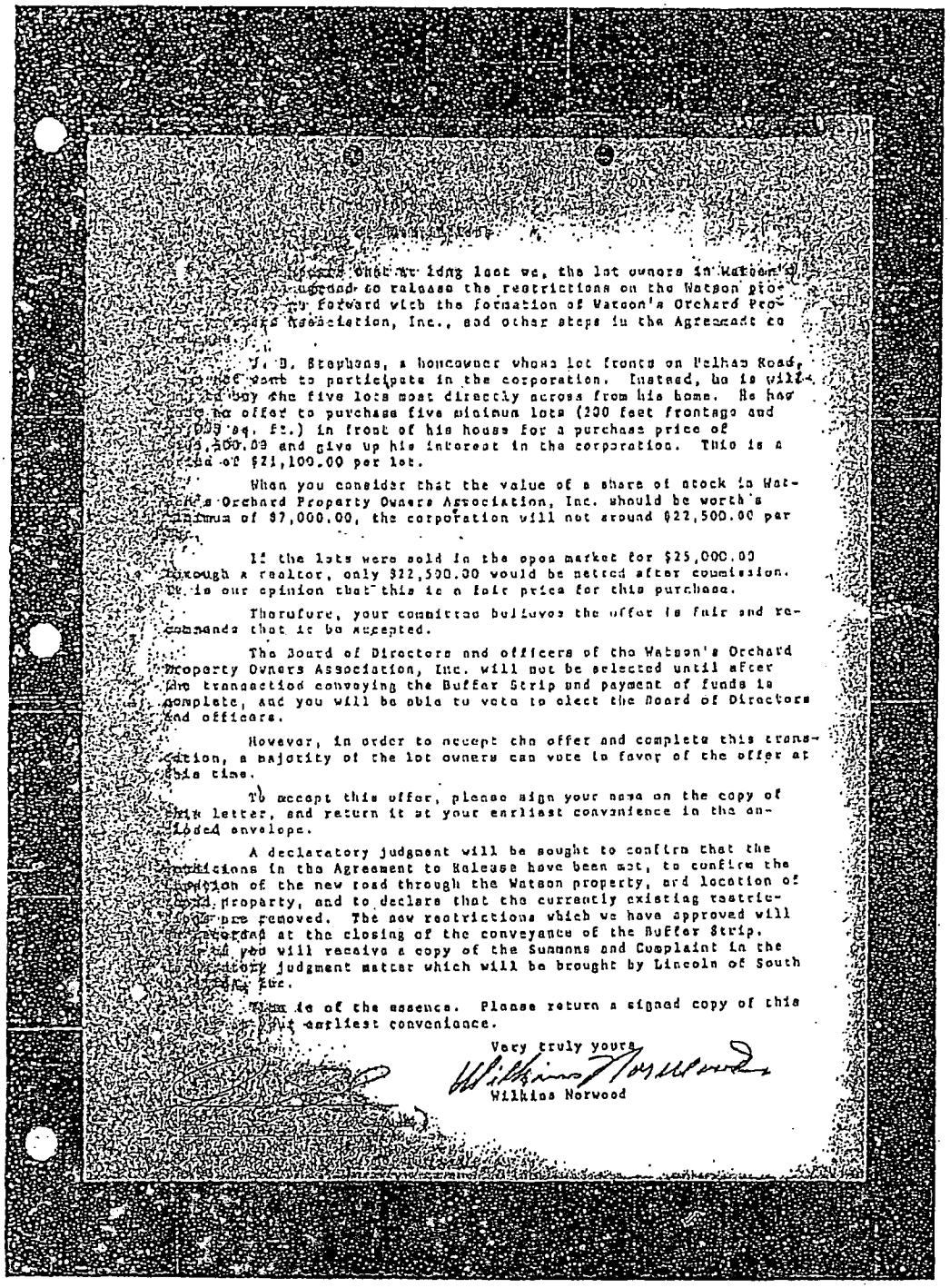
Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-104



...that we, the lot owners in Watson's ...agreed to release the restrictions on the Watson pro... ...forward with the formation of Watson's Orchard Pro... ...s Association, Inc., and other steps in the Agreement to ...

J. D. Stephens, a homeowner whose lot fronts on Pelham Road, does not wish to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a total of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will not around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 each through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declatory judgment will be sought to confirm that the restrictions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of said property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Also you will receive a copy of the Summons and Complaint in the declatory judgment matter which will be brought by Lincoln of South ... Inc.

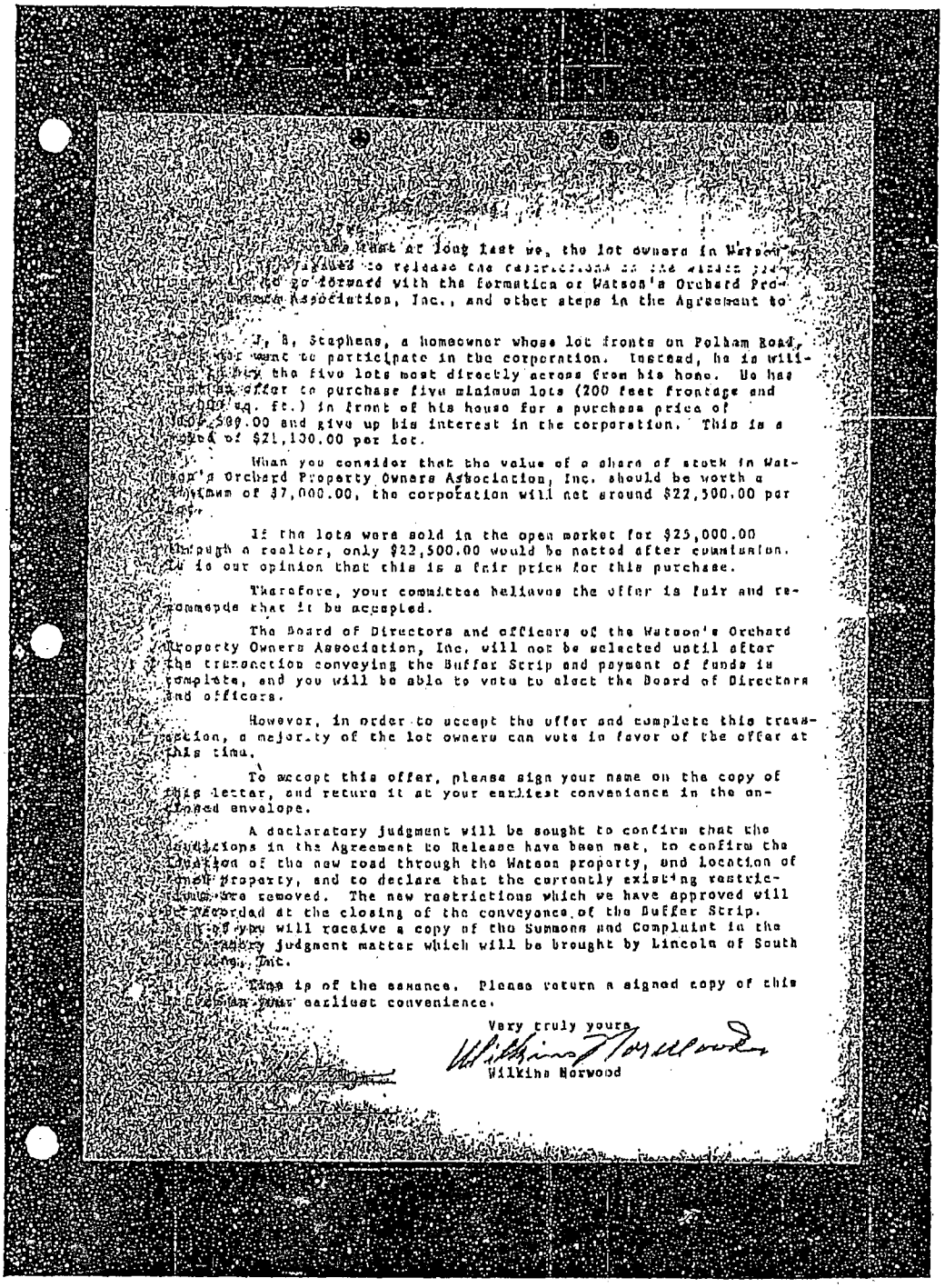
Time is of the essence. Please return a signed copy of this ... at earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-105



...that at long last we, the lot owners in Watson's ... agreed to release the restrictions on the middle part ... to go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to ...

... J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of that property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. ... you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South ... Inc.

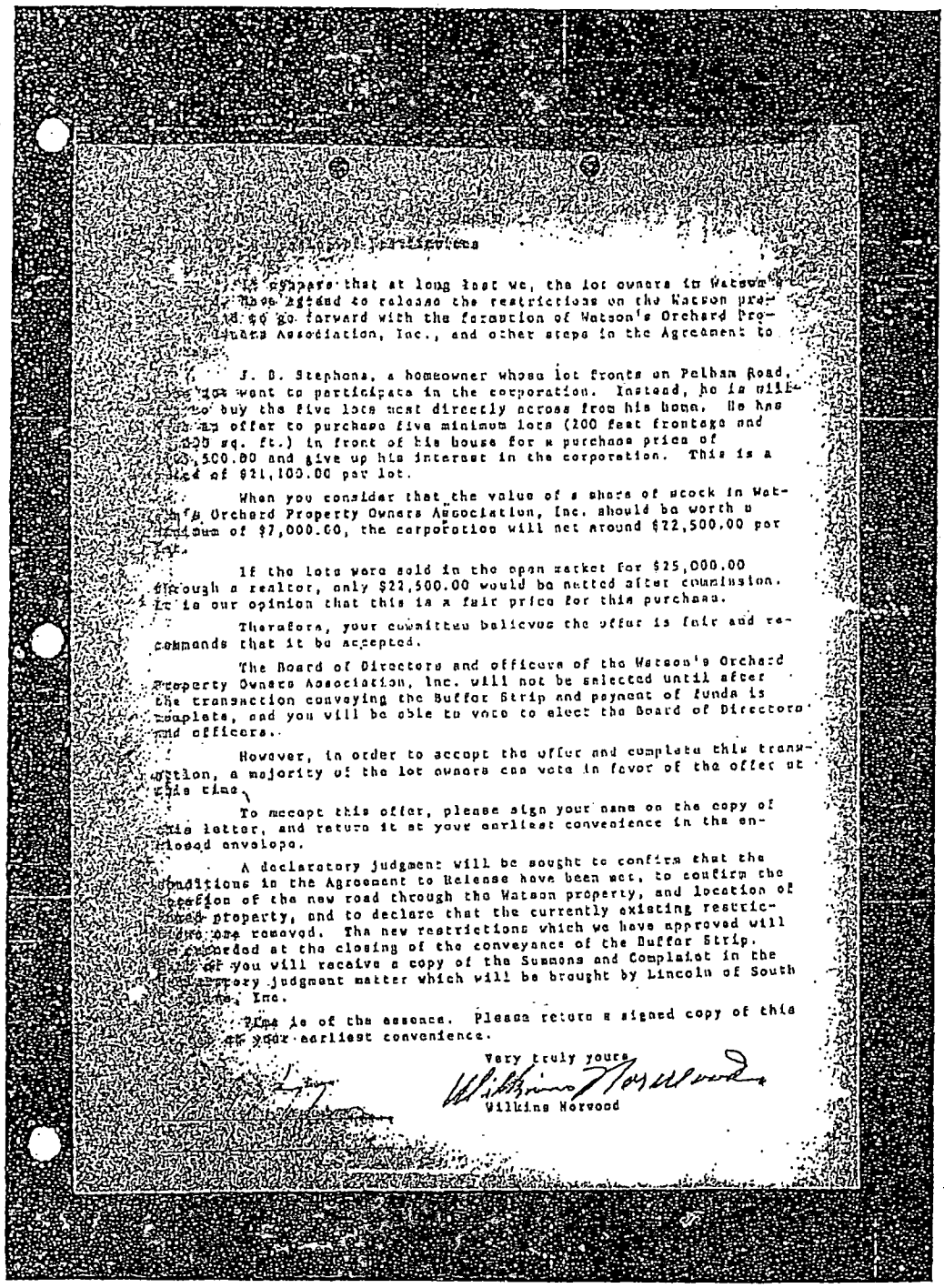
Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-106



It appears that at long last we, the lot owners in Watson's [illegible] have agreed to release the restrictions on the Watson property so we can go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to Release.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $25,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

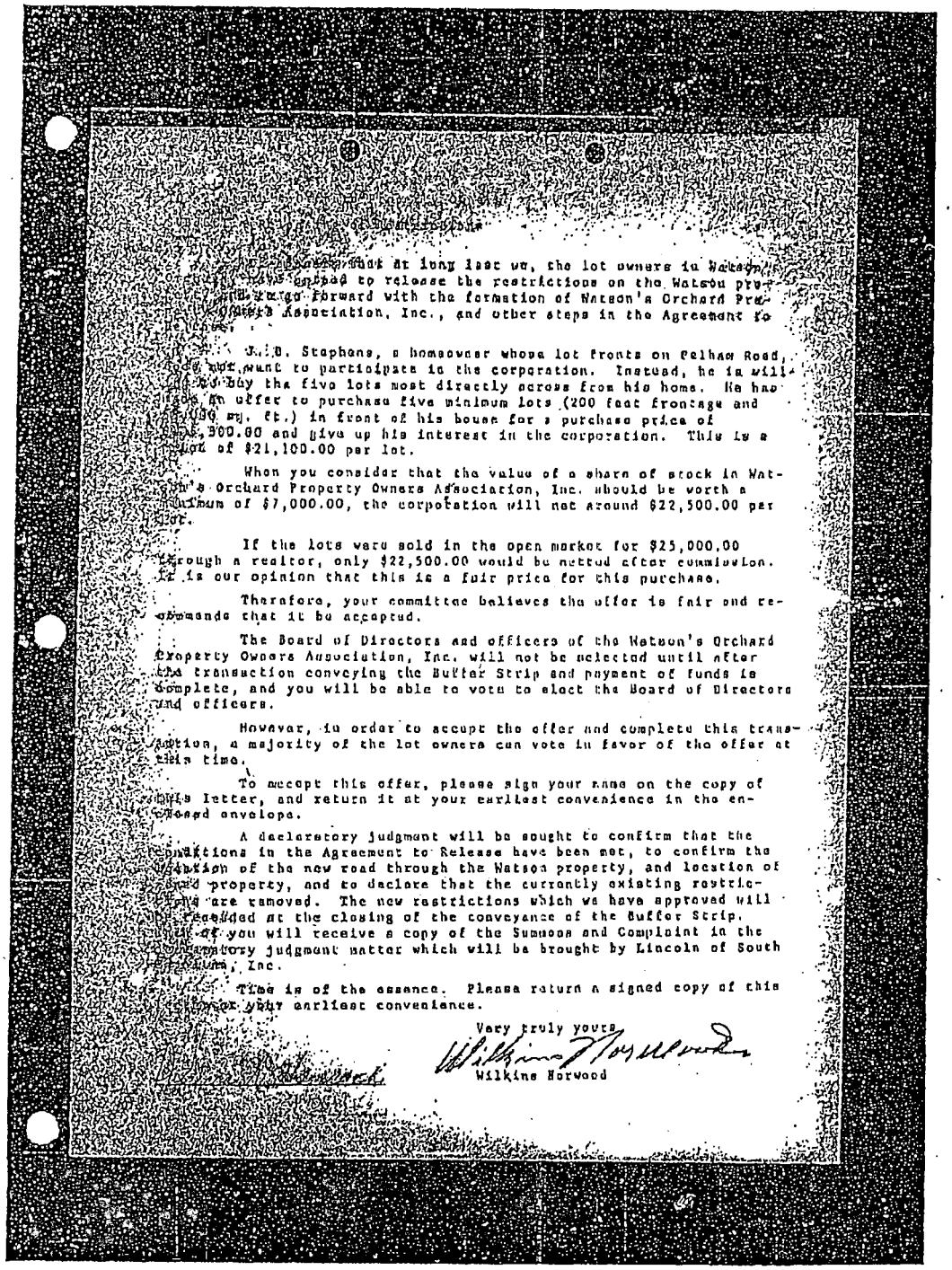
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Later you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-107



[illegible] that at long last we, the lot owners in Watson's [illegible] agreed to release the restrictions on the Watson property [illegible] forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to [illegible].

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 30,000 sq. ft.) in front of his house for a purchase price of $25,000.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

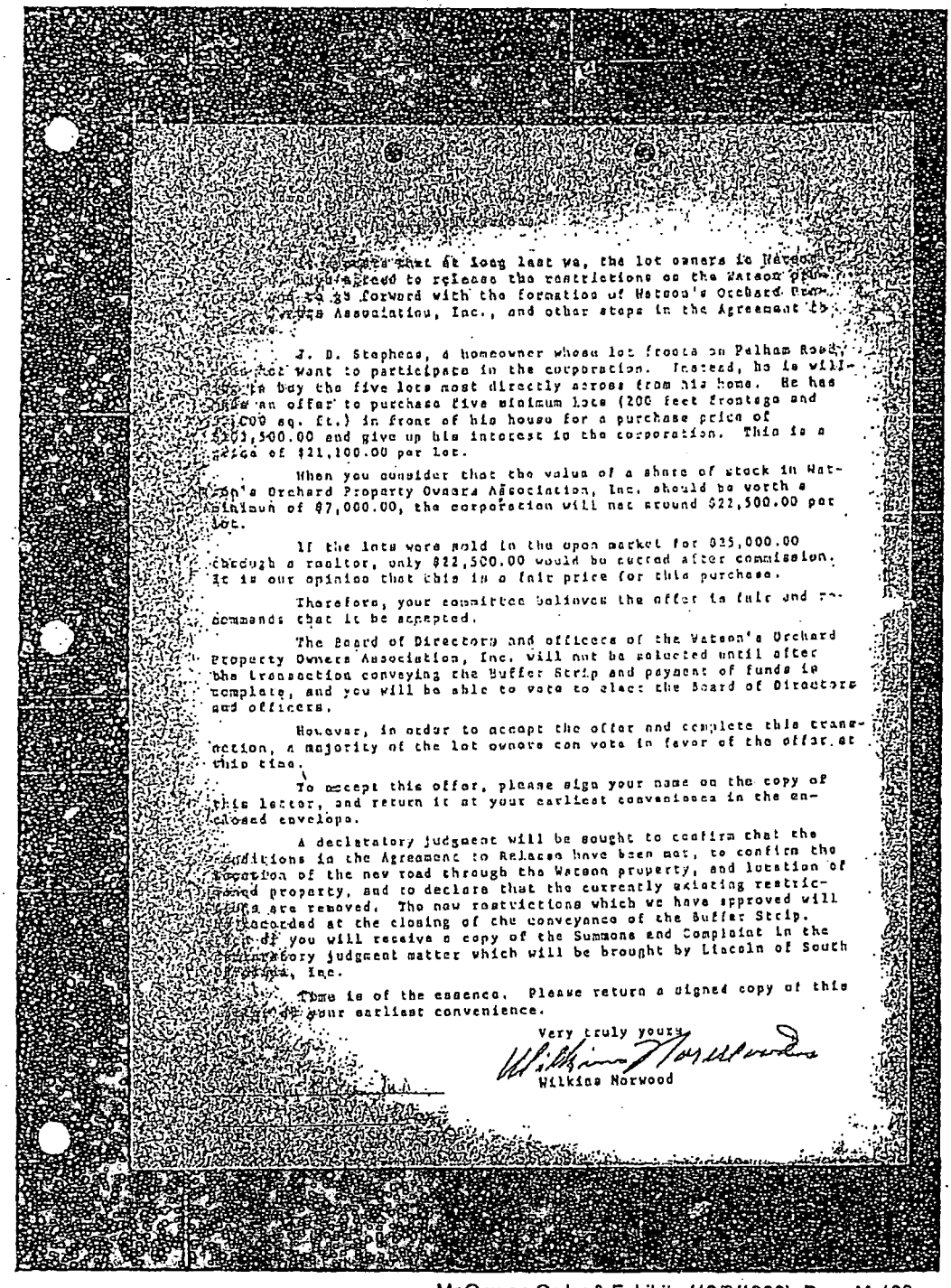
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of said property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. All of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South [illegible], Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-108



As you know, at long last we, the lot owners in Watson's Orchard, have agreed to release the restrictions on the Watson property and go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to Release.

J. D. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 1,000 sq. ft.) in front of his house for a purchase price of $21,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be earned after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

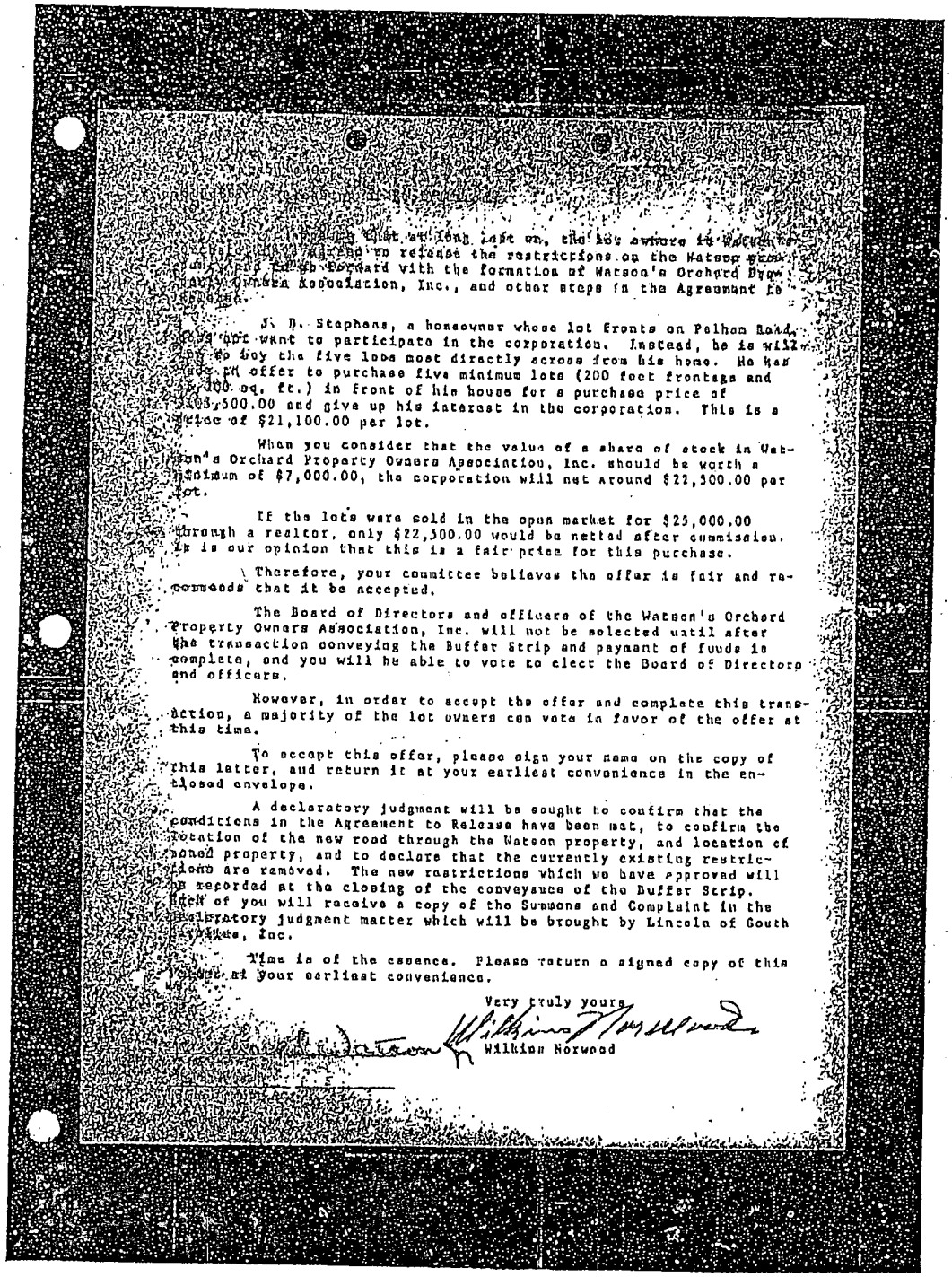
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of deeded property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. You will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-109



...that at long last on, the lot owners to Watson's ...
...ing the to release the restrictions on the Watson pro...
...to go forward with the formation of Watson's Orchard Prop...
...erty Owners Association, Inc., and other steps in the Agreement to ...
...lease.

J. D. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

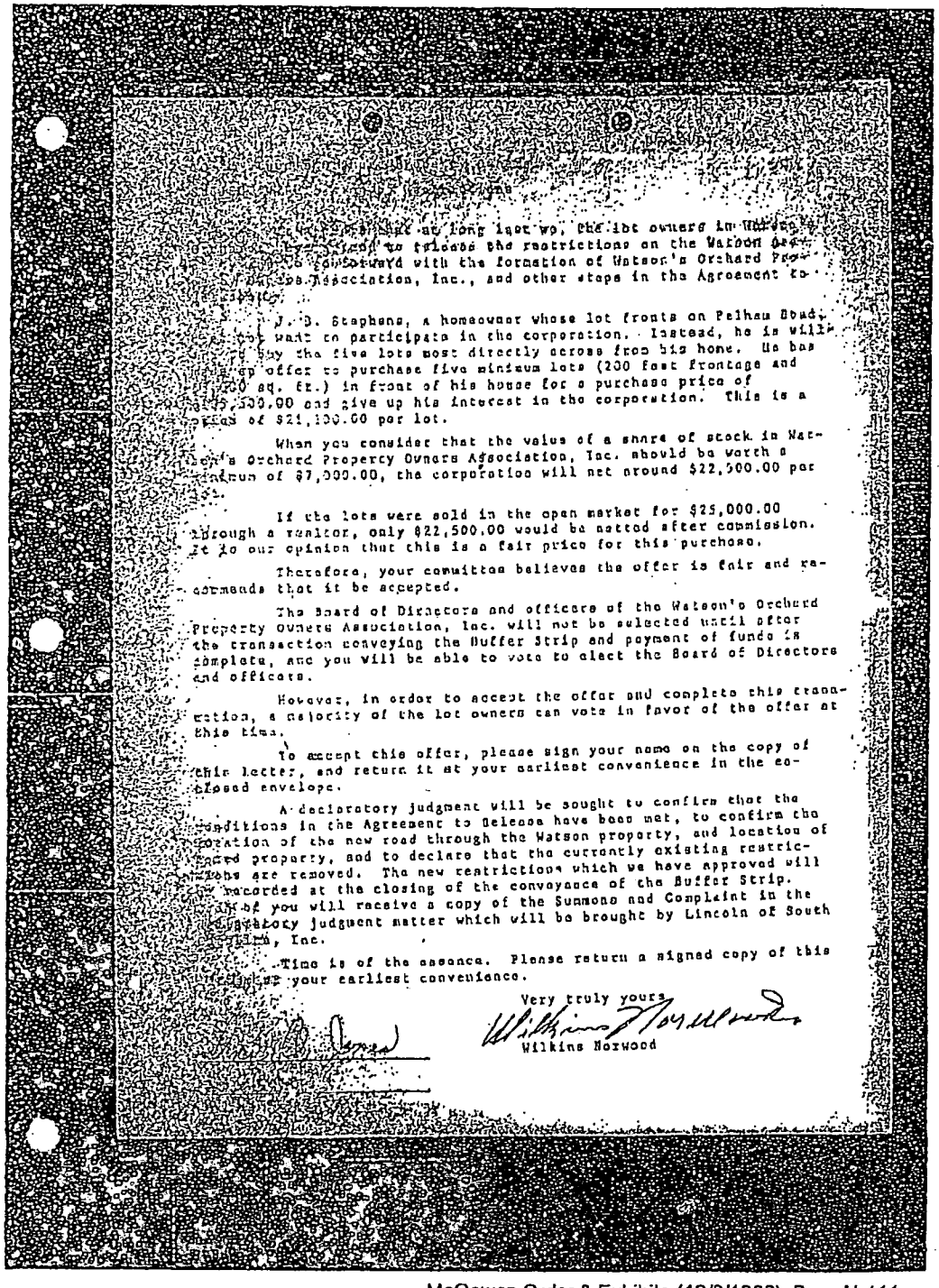
A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

Time is of the essence. Please return a signed copy of this letter at your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-110



...at long last we, the lot owners in three ... to release the restrictions on the Watson ... to go forward with the formation of Watson's Orchard Pro... ...ion Association, Inc., and other steps in the Agreement to ...

J. D. Stephens, a homeowner whose lot fronts on Pelham Road, ... not want to participate in the corporation. Instead, he is willi... ...buy the five lots most directly across from his home. He has ... ...ap offer to purchase five minimum lots (200 feet frontage and ...00 sq. ft.) in front of his house for a purchase price of ...5,500.00 and give up his interest in the corporation. This is a ...rice of $21,100.00 per lot.

When you consider that the value of a share of stock in Wat...'s Orchard Property Owners Association, Inc. should be worth a ...inimum of $7,000.00, the corporation will net around $22,500.00 per ...t.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

However, in order to accept the offer and complete this transaction, a majority of the lot owners can vote in favor of the offer at this time.

To accept this offer, please sign your name on the copy of this letter, and return it at your earliest convenience in the enclosed envelope.

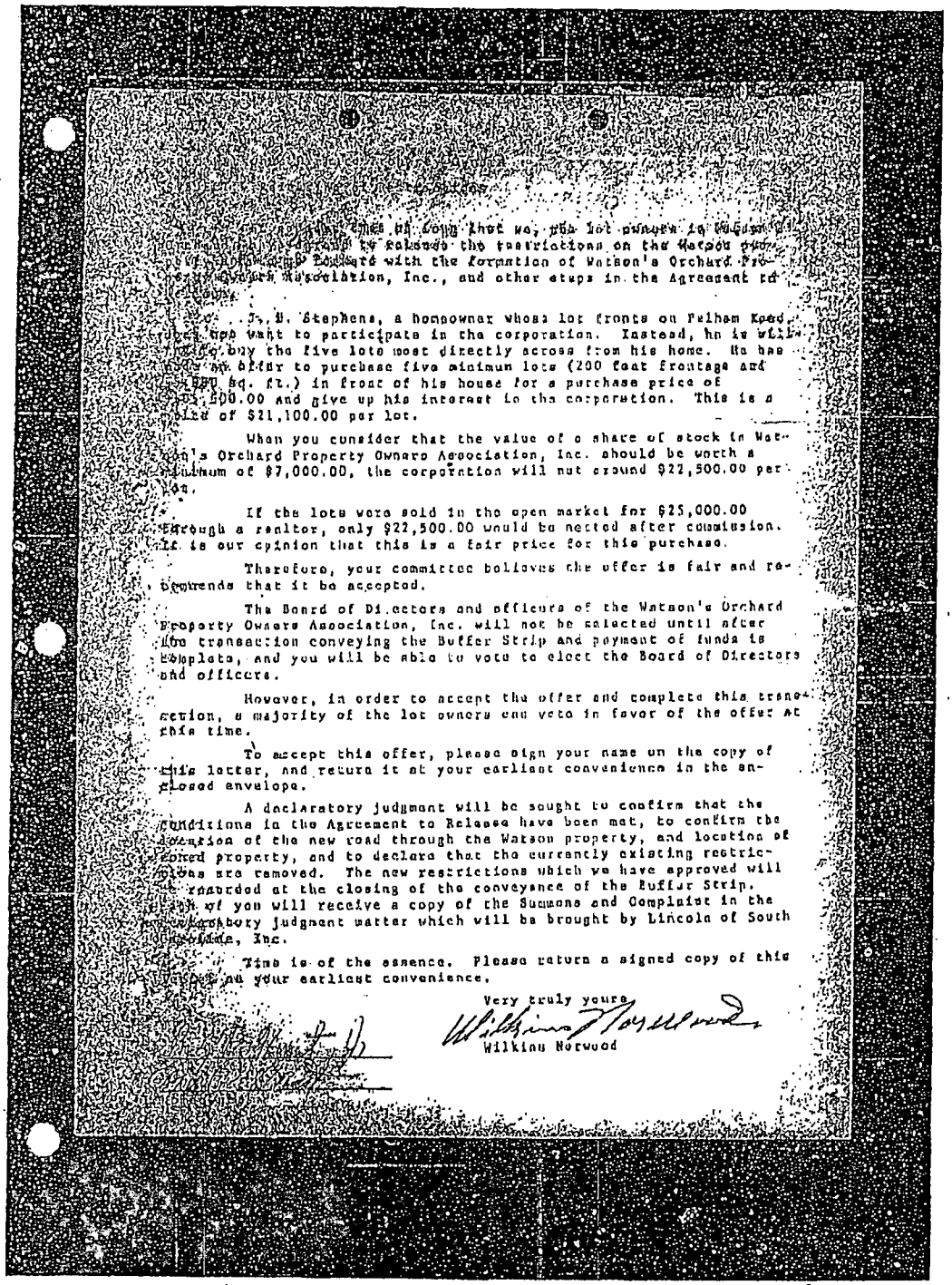
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Time is of the essence. Please return a signed copy of this ...r your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-111



Dear Sirs:

This is to confirm that we, the lot owners in Watson's Orchard, are willing to release the restrictions on the Watson property in connection with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to Release.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 2500 sq. ft.) in front of his house for a purchase price of $21,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

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A declaratory judgment will be sought to confirm that the conditions in the Agreement to Release have been met, to confirm the location of the new road through the Watson property, and location of zoned property, and to declare that the currently existing restrictions are removed. The new restrictions which we have approved will be recorded at the closing of the conveyance of the Buffer Strip. Each of you will receive a copy of the Summons and Complaint in the declaratory judgment matter which will be brought by Lincoln of South Carolina, Inc.

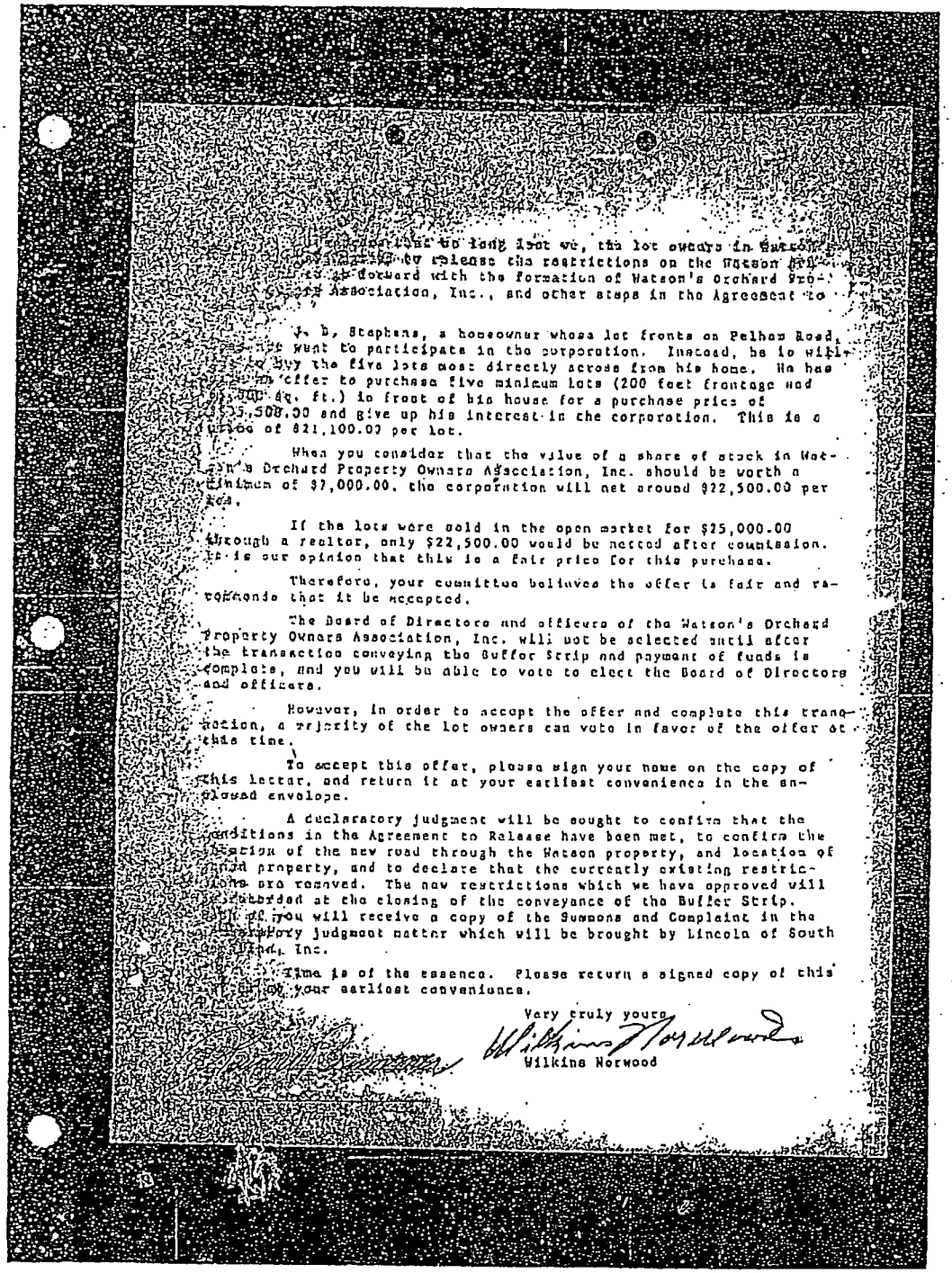
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Very truly yours,

Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-112



...earliest to [illegible] lot we, the lot owners in Watson's ... to release the restrictions on the Watson ... to go forward with the formation of Watson's Orchard Property Owners Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $25,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

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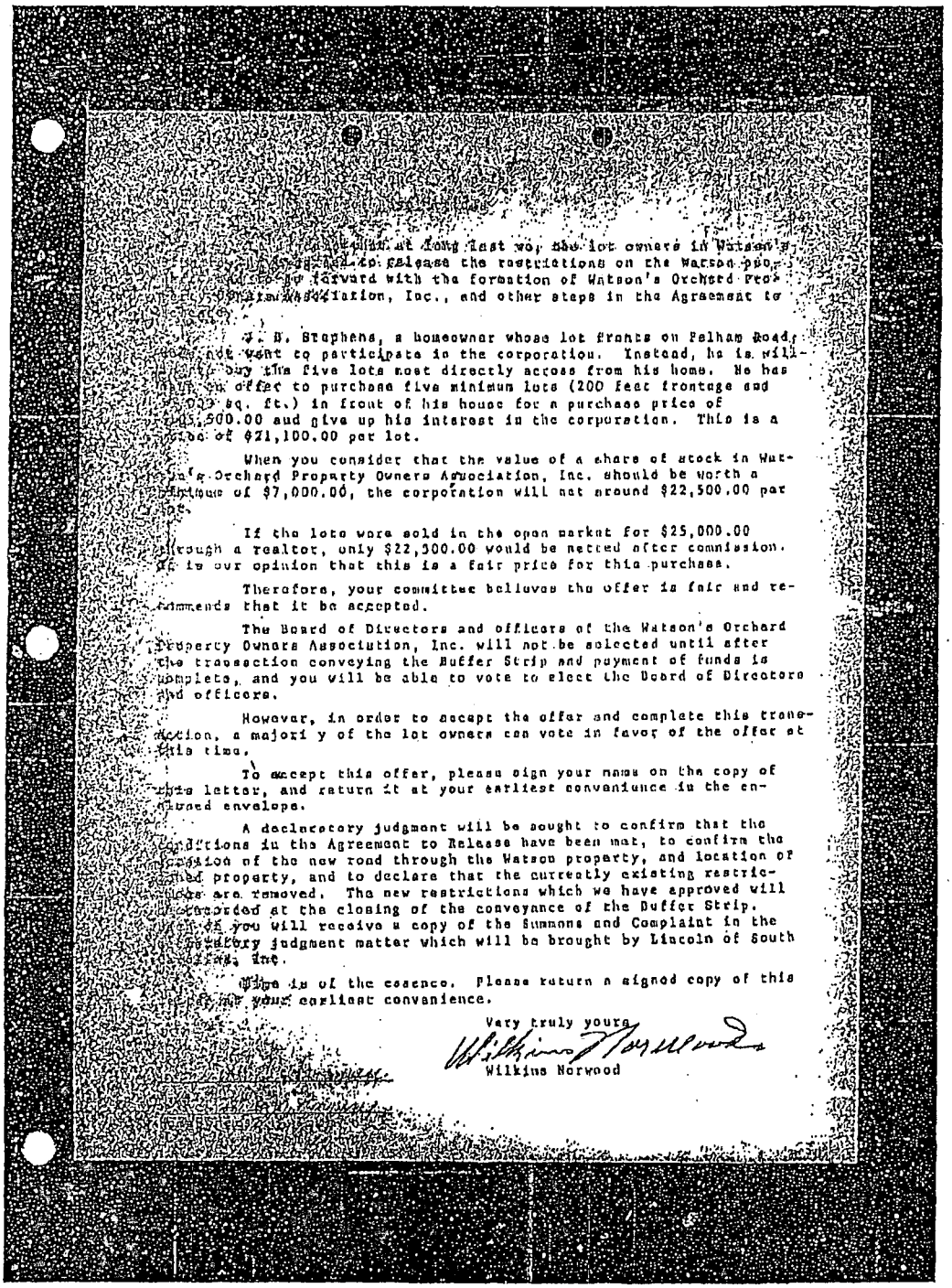
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Time is of the essence. Please return a signed copy of this ... your earliest convenience.

Very truly yours,

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-113



...at long last we, the lot owners in Watson's ... to release the restrictions on the Watson pro... go forward with the formation of Watson's Orchard Pro... Association, Inc., and other steps in the Agreement to ...

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $35,500.00 and give up his interest in the corporation. This is a price of $71,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will net around $22,500.00 per lot.

If the lots were sold in the open market for $25,000.00 through a realtor, only $22,500.00 would be netted after commission. It is our opinion that this is a fair price for this purchase.

Therefore, your committee believes the offer is fair and recommends that it be accepted.

The Board of Directors and officers of the Watson's Orchard Property Owners Association, Inc. will not be selected until after the transaction conveying the Buffer Strip and payment of funds is complete, and you will be able to vote to elect the Board of Directors and officers.

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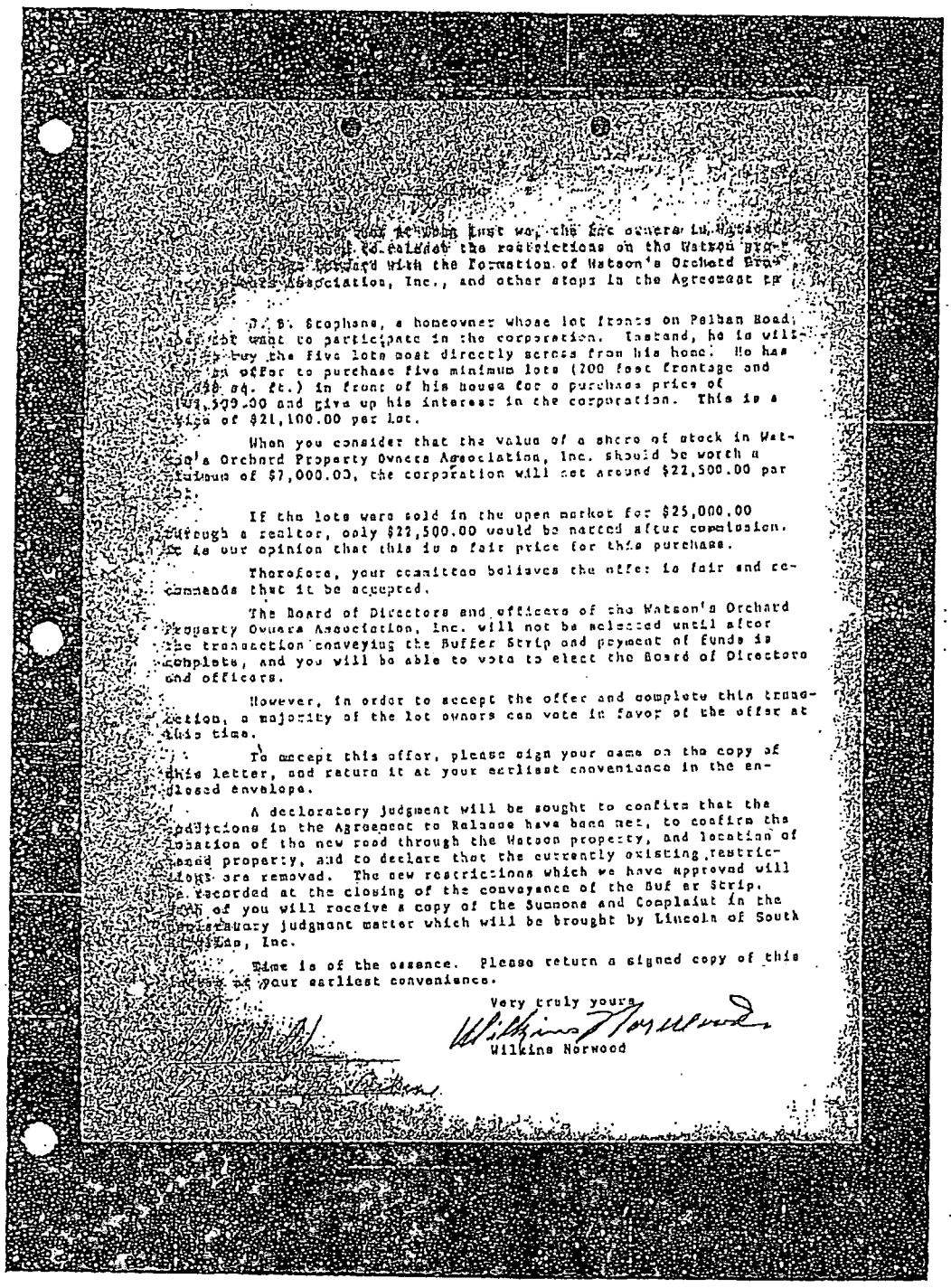
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Very truly yours,

Wilkins Norwood

Wilkins Norwood



...ject to which last was the fee owners in Watson's ...
...to release the restrictions on the Watson pro...
...forward with the formation of Watson's Orchard Pro...
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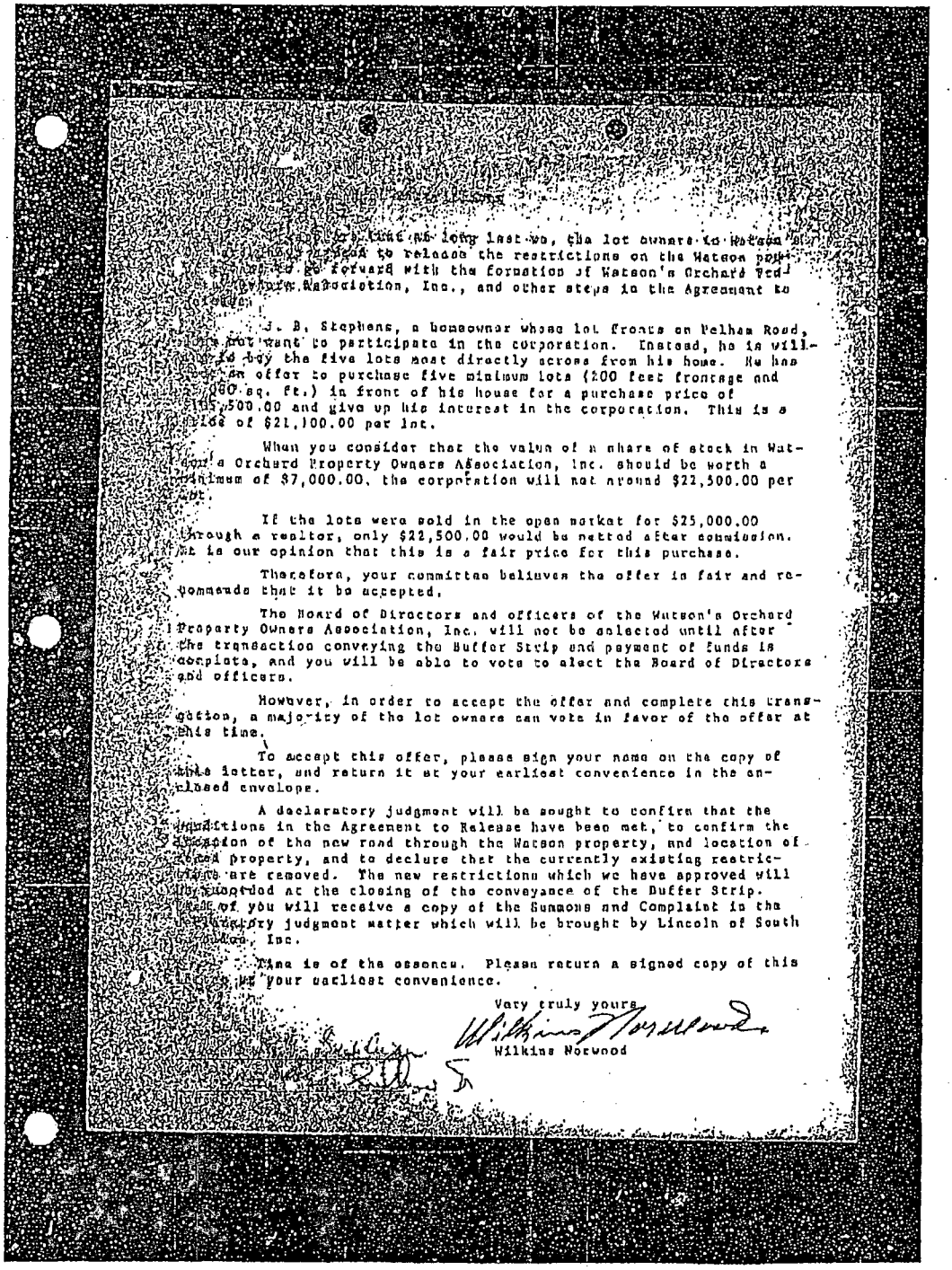
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Very truly yours,

Wilkins Norwood

Wilkins Norwood



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J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

When you consider that the value of a share of stock in Watson's Orchard Property Owners Association, Inc. should be worth a minimum of $7,000.00, the corporation will not around $22,500.00 per lot.

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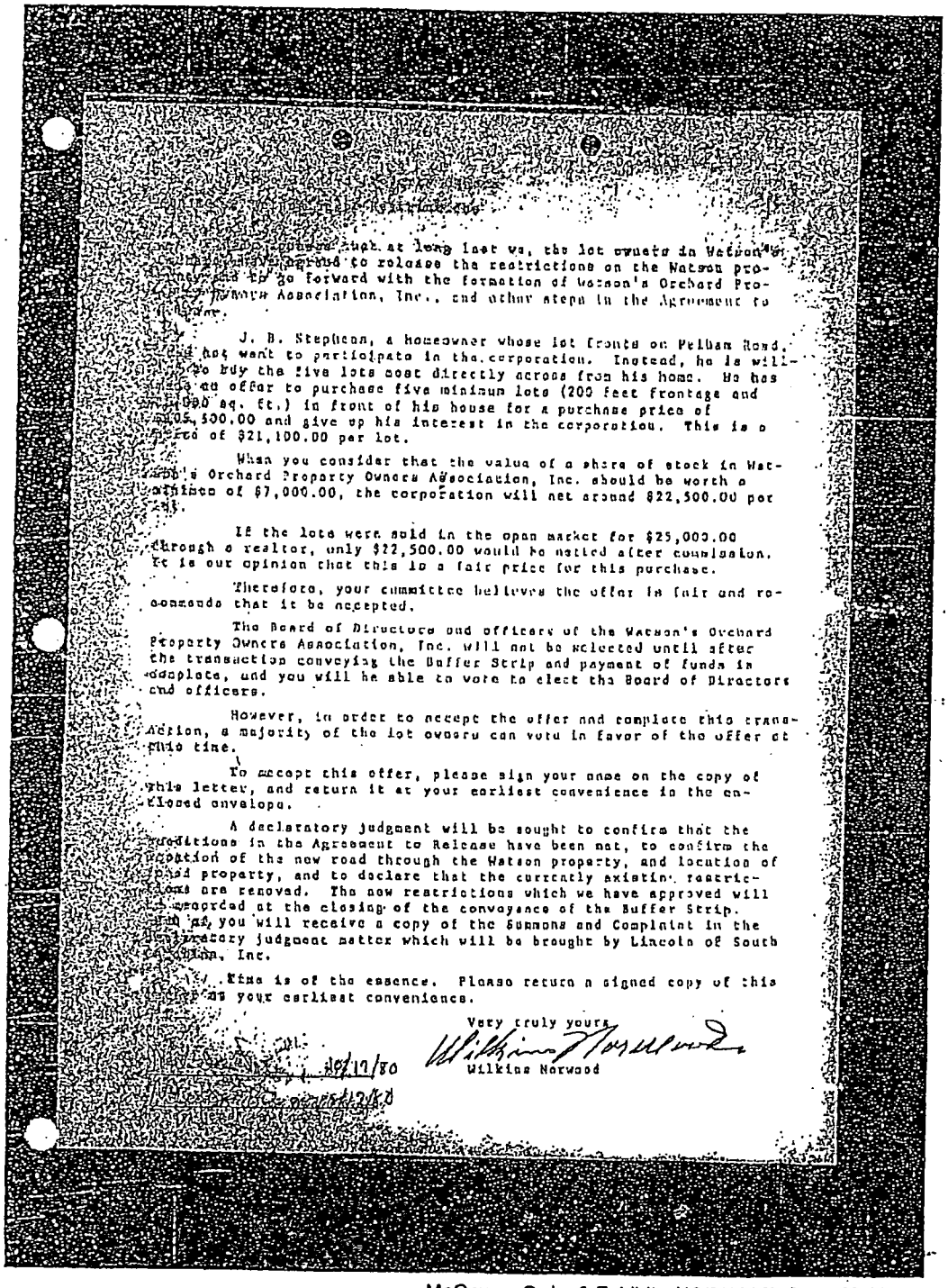
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Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-116



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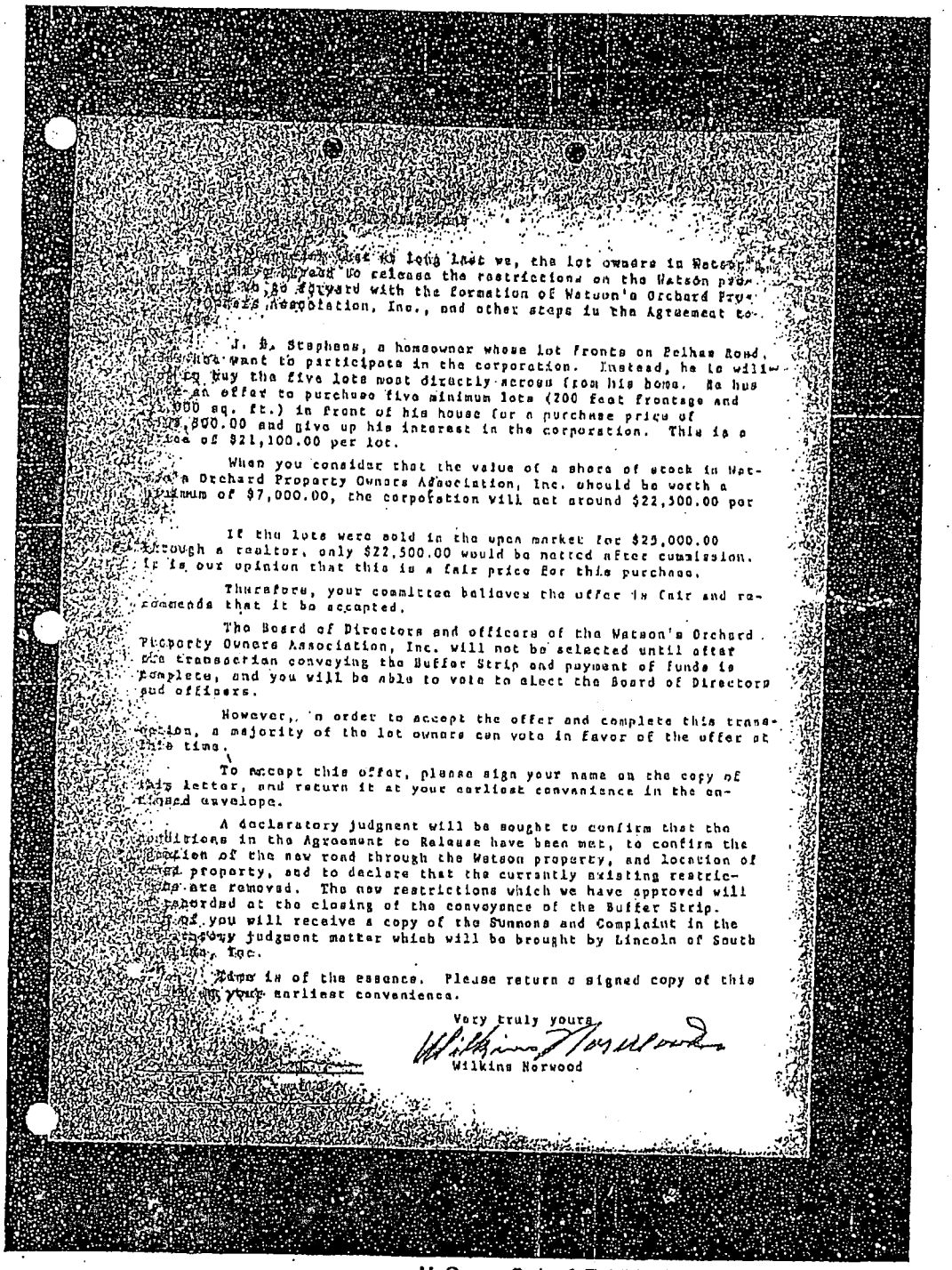
Time is of the essence. Please return a signed copy of this ... at your earliest convenience.

Very truly yours,

Wilkins Norwood

12/17/80

McGowan Order & Exhibits (12/9/1980), Page M-117



...ion, but it long last we, the lot owners in Watson's ...ard to release the restrictions on the Watson pro... ...to go forward with the formation of Watson's Orchard Pro... ...ners Association, Inc., and other steps in the Agreement to...

J. B. Stephens, a homeowner whose lot fronts on Belhaw Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 30,000 sq. ft.) in front of his house for a purchase price of $105,500.00 and give up his interest in the corporation. This is a price of $21,100.00 per lot.

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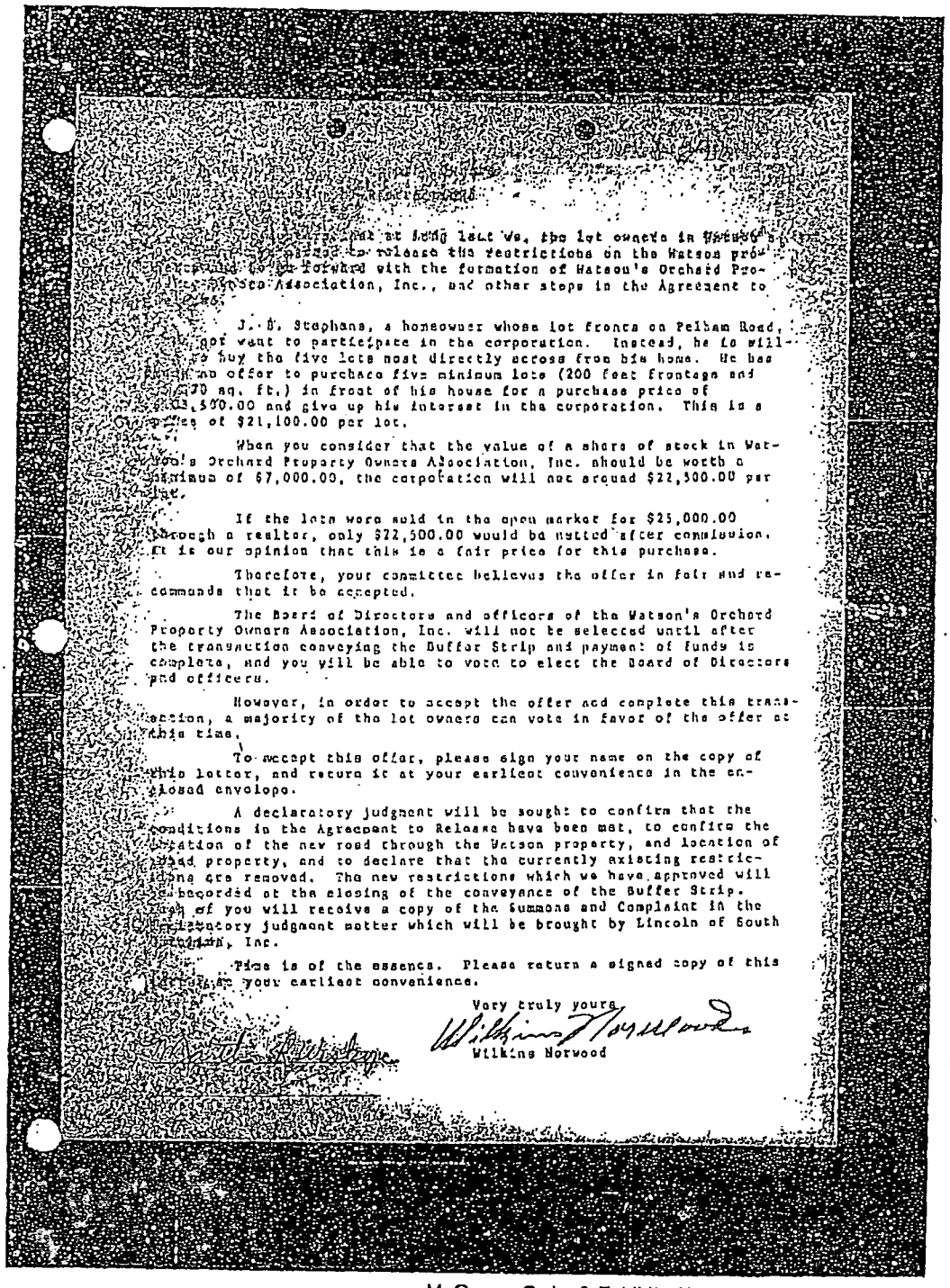
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Wilkins Norwood

Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-118



[illegible] at long last we, the lot owners in Watson's [illegible] agreed to release the restrictions on the Watson property [illegible] to go forward with the formation of Watson's Orchard Property Association, Inc., and other steps in the Agreement to Release.

J. B. Stephens, a homeowner whose lot fronts on Pelham Road, does not want to participate in the corporation. Instead, he is willing to buy the five lots most directly across from his home. He has made an offer to purchase five minimum lots (200 feet frontage and 20,000 sq. ft.) in front of his house for a purchase price of $23,500.00 and give up his interest in the corporation. This is a purchase price of $21,100.00 per lot.

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Wilkins Norwood

McGowan Order & Exhibits (12/9/1980), Page M-119

Exhibit 17

McGowan Order & Exhibits (12/9/1980), Page M-120

The first copy

is the original copy

and behind it is

a more legible copy.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AGREEMENT TO RELEASE RESTRICTIONS

WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on North Side of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 690, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common of a tract of land of 232.8 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1964, in the R.M.C. Office for Greenville County in Deed Book 738, Pages 116 through 118, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and . . .

WHEREAS, the undersigned, owners of parcels (lots) located in said tract of 232.8 acres, which parcels comprise that portion of said property that has been subdivided and presently known as Watson's Orchard Subdivision, are, by virtue of the aforesaid restrictions, owners of negative equitable easements, a form of property ownership recognized by the South Carolina law, and

WHEREAS, the undersigned are agreeable to an exchange or transfer of the easement belonging to each of them by virtue of said restrictions for and in consideration of certain property, rights, and further assurances, the details of which are set forth below, and

WHEREAS, the undersigned have organized and propose to form a corporation to be known as "Watson's Orchard Subdivision, Inc.", to which certain property received in consideration for

the sale or exchange of the said trail easements will be conv
as hereinafter set forth, and

WHEREAS, the undersigned are agreeable to transferring and exchanging said easements to effect the release from said restrictions and protective covenants property bounded by Pelham Road on the north; Haywood Road on the west, by Interstate 385 on the south, and by property of Althea P. Pate and Daisy B. Judy and William S. Judy, Jr. on the east, and hereafter referred to as the "P. porty."

NOW, THEREFORE, the undersigned, individually, covenant and agree to effect such a release (by the execution and recording of the "Release of Restrictions", attached Hereto and "Exhibit A"), provided, however, as conditions precedent, each and every one of the following conditions are met.

1. Watson's Orchard Subdivision, Inc. shall have been formed and shall have been certified to be an existing corporation in good standing in accordance with South Carolina Law, and the provisions of the Uniform Security Laws of South Carolina (Sec. 35-1-10 Code of Laws of South Carolina, 1976) shall have been complied with.

2. A parcel of approximately 15.2 acres fronting on the southern side of Pelham Road, being more fully described in "Exhibit B" and referred to as the "Buffer Zone" is conveyed free and clear of liens to said corporation organized for the benefit and use of property owners of lots in Watson's Orchard Subdivison, comprising the charter members thereof as referred to in Paragraph 6 hereinbelow. Such conveyance shall include an easement appurtenant for the installation, maintenance and repair of water lines and sewer lines within the right-of-way of the central road, hereinafter referred to, or immediately adjacent to said central road, having a width of no more than twenty-five (25) feet. Said corporation, its successors and assigns, shall have the right to tap

-2-

[illegible] and Subject to a right of [illegible] [illegible] [illegible]

which the aforementioned covenants or restrictions shall be automatically extended for successive periods of ten (10) years each, subject, however, to the right of the owners of the fee title to property described above and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of such individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(b) ARTICLE I: USES PERMITTED AND PROHIBITED .

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

other outbuilding erected upon any [illegible] as a residence either temporarily or permanently, nor shall any [illegible] trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious 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 an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be

-3-

[redacted] assessment shall apply only [redacted] such roads [redacted]

(b) Nothing herein contained shall be construed to prohibit the Developer from conveying or partitioning [redacted] lots as single residential building sites, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

(c) ARTICLE II: SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line than fifty feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) Said 15.2 acre tract of land fronting on Pelham Road shall have All lots facing Pelham Road with a minimum frontage of 200 feet and a minimum lot size of 55,000 square feet.

(ii) The 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

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(3) No wall, fence or [illegible] shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages and breezeways. In computing the square footage of any split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages and breezeways.

(c) ARTICLE III: APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

(i) Three residents and owners in Watson's Orchard Subdivision;

(ii) A competent architect licensed to practice in

[redacted]

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications or plot plans. In making its decisions the Committee shall take

into consideration the nature of the proposed building or other improvement, the materials to be used, the color scheme, the conformity and harmony of the building or addition thereof with the buildings and other structures within the neighborhood and the effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or adjoining property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C. 29615 and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect..

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship.

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The approval or ratification, [illegible] Committee in accordance with this paragraph shall be binding on all persons.

(3) Signs or Miscellaneous.

(a) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter box metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of 6 inches in diameter (dbh) will require prior approval of the Architectural Committee.

5. The sum of Fifty Thousand and no/100 ($50,000.00) Dollars is paid to said corporation for the benefit and use of owners of lots in Watson's Orchard Subdivision, comprising the charter members thereof as referred to in paragraph 6 hereinbelow.

6. For the purpose of this Agreement only, each lot owner in the presently existing Watson's Orchard Subdivision located on the northern side of Pelham Road shall be deemed a charter member in Watson's Orchard Subidivison, Inc., and each member shall receive one share of restricted, common, voting stock in

Watson's Orchard Subdivision, Inc., or such lesser number, and such shares of stock shall constitute all of the issued and outstanding stock in said Corporation. The date of ownership of such lots for the purpose of determining eligibility to receive such stock shall be the date that the within Agreement is consummated and record notice given thereof. The sale or transfer of such stock shall be restricted to provide that such stock shall be first offered to the Corporation upon the same terms as any proposed sale or transfer thereof. Such restrictions shall not apply to transfer to the immediate family of the holder, by death or otherwise.

7. Restrictions and Protective Covenants are imposed on the remaining property on the southern side of Pelham Road which provide:

(a) Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed two stories in height above present ground level as to structures located on the northern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the two stories in height so long as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

(b) Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed three stories in height above present ground level as to structures located on the southern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the three stories in height so long as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

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(c) Lighted and the signs shall be prohibited on said property, unless they conform to the following requirements:

(i) No sign shall have an altitude greater (in feet) (above the contour at the rear of the Buffer Zone) the closest point to the sign.

(ii) Signs north of the central road are further limited to a maximum height of twenty-five (25) feet above ground level and south of the central road to thirty-five (35) feet of height above ground level.

(iii) No sign shall move or revolve.

(iv) No sign shall blink or flash on and off.

(d) No more than forty (40) percent of the total remaining property of approximately eight-five (85) acres can be used for commercial use. No industrial, service or other use less restrictive than commercial shall be allowed.

No more than fifteen (15) percent of the commercial property (approximately 5.1 acres) may be located north of the central road and the remaining commercial property shall be located on the southern side of said central road.

The commercial property north of the central road may be divided into only two (2) parcels. Parcel No. 1 shall abut Haywood Road on the west, the central road on the south, the Buffer Zone on the north and its eastern line shall be parallel to Haywood Road and begin at a point on the southern Buffer Zone line no farther east than the distance from Haywood Road east on Pelham Road to the southwestern corner of Lot No. 1 of Watson's Orchard Subdivision. Parcel No. 2 shall abut the central road and be located at the lowest contours in the area north of said central road.

Any property originally used for commercial purposes shall continue to be considered commercial property for purposes of calculating the above percentages except, however, the said commercial property may be used subsequently for a more restrictive use such as multi-family use.

all property not used for retail use shall be restricted to multi-family residential or more restrictive uses. Public road rights-of-way shall not be considered commercial use in calculating the aforesaid forty (40) hereof, commercial use.

(c) The area north of the central road, when finally developed, shall contain a minimum of twenty-five (25) acres, excluding the Buffer Zone.

8. The costs of the undersigned for legal and accounting expenses incurred in negotiating and in the consummating of this transaction shall be reimbursed by Lincoln of S. C., Inc. or its assigns. The within proposal may be accepted by Lincoln of S. C., Inc. or its assigns within eighteen (18) months of the date hereof. If not accepted within said time, this proposal shall be null and void. Performance of the above conditions shall constitute acceptance.

9. The attached plat prepared by J. E. Sirrine Company, dated September 27, 1979, entitled "Property of Lincoln of S. C., Inc.", drawing No. C-8715, and depicting the subject hereof, is incorporated herein by reference and made a part hereof, it being understood that the location of the property lines, roadways, acreages and other delineations are approximate and are subject to minor variations.

10. The undersigned agree to the annexation of the Property south of the Buffer Zone into the City of Greenville and to the rezoning of the aforesaid commercial property to E-1 Local Commercial, and the balance of said property to C-Multi-Family Zoning.

This Agreement is binding upon the undersigned, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this document under seal this 8th day of December, 1980.

IN THE PRESENCE OF: LINCOLN OF S. C., INC.

BY: _____

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More Legible Copy

EXHIBIT C

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } AGREEMENT TO RELEASE OF RESTRICTIONS

WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on Both Sides of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 690, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common of a tract of land of 232.8 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1964, in the R.M.C. Office for Greenville County in Deed Book 758, Pages 116 through 118, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and

WHEREAS, the undersigned, owners of parcels (lots) located in said tract of 232.8 acres, which parcels comprise that portion of said property that has been subdivided and presently known as Watson's Orchard Subdivision, are, by virtue of the aforesaid restrictions, owners of negative equitable easements, a form of property ownership recognized by the South Carolina law, and

WHEREAS, the undersigned are agreeable to an exchange or transfer of the easement belonging to each of them by virtue of said restrictions for and in consideration of certain property, rights, and further assurances, the details of which are set forth below, and

WHEREAS, the undersigned have organized and propose to form a corporation to be known as "Watson's Orchard Subdivision, Inc.", to which certain property received in consideration for

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the sale or exchange of the aforesaid easements will be conveyed, as hereinafter set forth, and

WHEREAS, the undersigned are agreeable to transferring and exchanging said easements to effect the release from said restrictions and protective covenants property bounded by Pelham Road on the north, Haywood Road on the west, by Interstate 385 on the south, and by property of Althea P. Pate and Daisy S. Judy and William S. Judy, Jr. on the east, and hereafter referred to as the "Property."

NOW, THEREFORE, the undersigned, individually, covenant and agree to effect such a release (by the execution and recording of the "Release of Restrictions", attached hereto and "Exhibit A"), provided, however, as conditions precedent, each and every one of the following conditions are met.

1. Watson's Orchard Subdivision, Inc. shall have been formed and shall have been certified to be an existing corporation in good standing in accordance with South Carolina Law, and the provisions of the Uniform Security Laws of South Carolina (Sec. 35-1-10 Code of Laws of South Carolina, 1976) shall have been complied with.

2. A parcel of approximately 15.2 acres fronting on the southern side of Pelham Road, being more fully described in "Exhibit B" and referred to as the "Buffer Zone" is conveyed free and clear of liens to said corporation organized for the benefit and use of property owners of lots in Watson's Orchard Subidivison, comprising the charter members thereof as referred to in Paragraph 6 hereinbelow. Such conveyance shall include an easement appurtenant for the installation, maintenance and repair of water lines and sewer lines within the right-of-way of the central road, hereinafter referred to, or immediately adjacent to said central road, having a width of no more than twenty-five (25) feet. Said corporation, its successors and assigns, shall have the right to tap

into and connect to any water lines and sewer lines which may be constructed within said right-of-way of said central road or within said easement. Excepted, however, from said conveyance shall be a fifty (50) foot strip reserved for a road right-of-way to intersect with Pelham Road in the approximate location shown on the plat referred to in Paragraph 9 hereof.

3. All that certain parcel of land containing approximately 8 acres fronting on the eastern side of Haywood Road, on the northern side of Pelham Road and bounded by property, now or formerly, of Ann Nannarello and property of Watson's Orchard Subdivision, being more fully described in "Exhibit C", is conveyed free and clear of liens to said corporation for the benefit and use of owners of lots in Watson's Orchard Subdivision comprising the charter members thereof as referred to in paragraph 6 hereinbelow.

4. Restrictions and Protective Covenants shall be imposed on the 15.2 acres described in Paragraph 2 and the 8 acres described in Paragraph 3 hereinabove prior to, or at the time of conveyance to Watson's Orchard Subdivision, Inc. which will provide:

(a) Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against the property described above for the purpose of protecting the value and desirability of said property and to insure the systematic, uniform and harmonious development of said property into a subdivision; that the covenants, conditions and restrictions hereinafter set forth shall run with the real property described above and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision until January 1, 2010, at

which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(b) ARTICLE I: USES PERMITTED AND PROHIBITED.

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building 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 and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious 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 an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be

used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(ii) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

(c) ARTICLE II: SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS.

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line than fifty feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) Said 15.2 acre tract of land fronting on Pelham Road shall have all lots facing Pelham Road with a minimum frontage of 200 feet and a minimum lot size of 55,000 square feet.

(ii) The 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(3) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages and breezeways. In computing the square footage of any split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages and breezeways.

(c) ARTICLE III: APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

(i) Three residents and owners in Watson's Orchard Subdivision;

(ii) A competent architect licensed to practice in

South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications or plot plans. In making its decisions the Committee shall take

into consideration the suitability of the proposed building or other improvement, 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 outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C. 29615 and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship.

The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

(d) ARTICLE IV: MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of 6 inches in diameter (dbh) will require prior approval of the Architectural Committee.

5. The sum of Fifty Thousand and no/100 ($50,000.00) Dollars is paid to said corporation for the benefit and use of owners of lots in Watson's Orchard Subdivision, comprising the charter members thereof as referred to in paragraph 6 hereinbelow.

6. For the purpose of this Agreement only, each lot owner in the presently existing Watson's Orchard Subdivision located on the northern side of Pelham Road shall be deemed a charter member in Watson's Orchard Subidivison, Inc., and each member shall receive one share of restricted, common, voting stock in

Watson's Orchard Subdivision, Inc. for each platted lot owned, and such shares of stock shall constitute all of the issued and outstanding stock in said Corporation. The date of ownership of such lots for the purpose of determining eligibility to receive such stock shall be the date that the within Agreement is consummated and record notice given thereof. The sale or transfer of such stock shall be restricted to provide that such stock shall be first offered to the Corporation upon the same terms as any proposed sale or transfer thereof. Such restrictions shall not apply to transfer to the immediate family of the holder, by death or otherwise.

7. Restrictions and Protective Covenants are imposed on the remaining property on the southern side of Pelham Road which provide:

(a) Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed two stories in height above present ground level as to structures located on the northern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the two stories in height so long as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

(b) Any side of a structure facing toward the property known as Watson's Orchard Subdivision cannot exceed three stories in height above present ground level as to structures located on the southern side of the proposed central road leading from Haywood Road to Pelham Road through the said Property, except said structure may have a basement in addition to the three stories in height so long as the basement is below ground level and does not have an opening on the side facing toward the property known as Watson's Orchard Subdivision.

(c) Lighted and other signs shall be prohibited on said property unless they conform to the following requirements:

(i) No sign shall have an altitude greater than ten (10) feet above the contour at the rear of the Buffer Zone at the closest point to the sign.

(ii) Signs north of the central road are further limited to a maximum height of twenty-five (25) feet above ground level and south of the central road to thirty-five (35) feet of height above ground level.

(iii) No sign shall move or revolve.

(iv) No sign shall blink or flash on and off.

(d) No more than forty (40) percent of the total remaining property of approximately eight-five (85) acres can be used for commercial use. No industrial, service or other use less restrictive than commercial shall be allowed.

No more than fifteen (15) percent of the commercial property (approximately 5.1 acres) may be located north of the central road and the remaining commercial property shall be located on the southern side of said central road.

The commercial property north of the central road may be divided into only two (2) parcels. Parcel No. 1 shall abut Haywood Road on the west, the central road on the south, the Buffer Zone on the north and its eastern line shall be parallel to Haywood Road and begin at a point on the southern Buffer Zone line no farther east than the distance from Haywood Road east on Pelham Road to the southwestern corner of Lot No. 1 of Watson's Orchard Subdivision. Parcel No. 2 shall abut the central road and be located at the lowest contours in the area north of said central road.

Any property originally used for commercial purposes shall continue to be considered commercial property for purposes of calculating the above percentages except, however, the said commercial property may be used subsequently for a more restrictive use such as multi-family use.

All property not used for commercial use shall be restricted to multi-family residential or more restrictive uses.

Public road rights-of-way shall not be considered as commercial use in calculating the aforesaid forty (40) percent commercial use.

(e) The area north of the central road, when finally located, shall contain a minimum of twenty-five (25) acres, excluding the Buffer Zone.

8. The costs of the undersigned for legal and accounting expenses incurred in negotiating and in the consummating of this transaction shall be reimbursed by Lincoln of S. C., Inc. or its assigns. The within proposal may be accepted by Lincoln of S. C., Inc. or its assigns within eighteen (18) months of the date hereof. If not accepted within said time, this proposal shall be null and void. Performance of the above conditions shall constitute acceptance.

9. The attached plat prepared by J. E. Sirrine Company, dated September 27, 1979, entitled "Property of Lincoln of S. C., Inc.", drawing No. G-8715, and depicting the subject hereof, is incorporated herein by reference and made a part hereof, it being understood that the location of the property lines, roadways, acreages and other delineations are approximate and are subject to minor variations.

10. The undersigned agree to the annexation of the Property south of the Buffer Zone into the City of Greenville and to the rezoning of the aforesaid commercial property to E-1 Local Commercial; and the balance of said property to C-Multi-Family Zoning.

This Agreement is binding upon the undersigned, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this document under seal this ____ day of _____, 1980.

IN THE PRESENCE OF: LINCOLN OF S. C., INC.

_____ BY: _____

_____ _____

Exhibit 18

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RELEASE OF RESTRICTIONS

WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on Both Sides of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 649, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common of a tract of land of 232.8 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1965, in the R.M.C. Office for Greenville County in Deed Book 758, Pages 116 through 119, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and

WHEREAS, certain language in the Restrictions and Protective Covenants recorded in Deed Book 758, Pages 116 through 119, may tend to give that the entire 232.8 acre tract is subject to said Restrictions and Protective Covenants and to avoid any question being raised in the future as to whether said Restrictions and Protective Covenants apply to property south of Pelham Road, the undersigned intend to release said Restrictions and Protective Covenants as to property south of Pelham Road.

WHEREAS, HERETOFORE, the undersigned in a document styled "Agreement to Release Restrictions" agreed that, on the conta-

"Exhibit A"

faction of certain conditions precedent therein set forth, to release restrictions effecting said property, and,

WHEREAS, each and every condition precedent set forth in said document has been satisfied,

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned individually for themselves, their legal representatives, executors, heirs, successors and assigns do hereby transfer and convey the easements described in said Agreement to Release of Restrictions and do hereby release, relinquish, and forever discharge all of his, her, their, or its interest in the aforesaid Restrictions and Protective Covenants in Deed Book 690, Pages 531 and 532 and Deed Book 758, Pages 116 through 118, as to that portion of the said property south of Pelham Road, being the property bounded on the west by Haywood Road and a parcel owned by Mobil Oil Company, on the south by Interstate 385, and on the east by property of Althea F. Pate and Daisy S. Judy and William S. Judy, Jr. and on the north by Pelham Road.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the ____ day of _____, 1980.

In the Presence of:

_____ _____(SEAL)

_____ _____(SEAL)

_____ _____(SEAL)

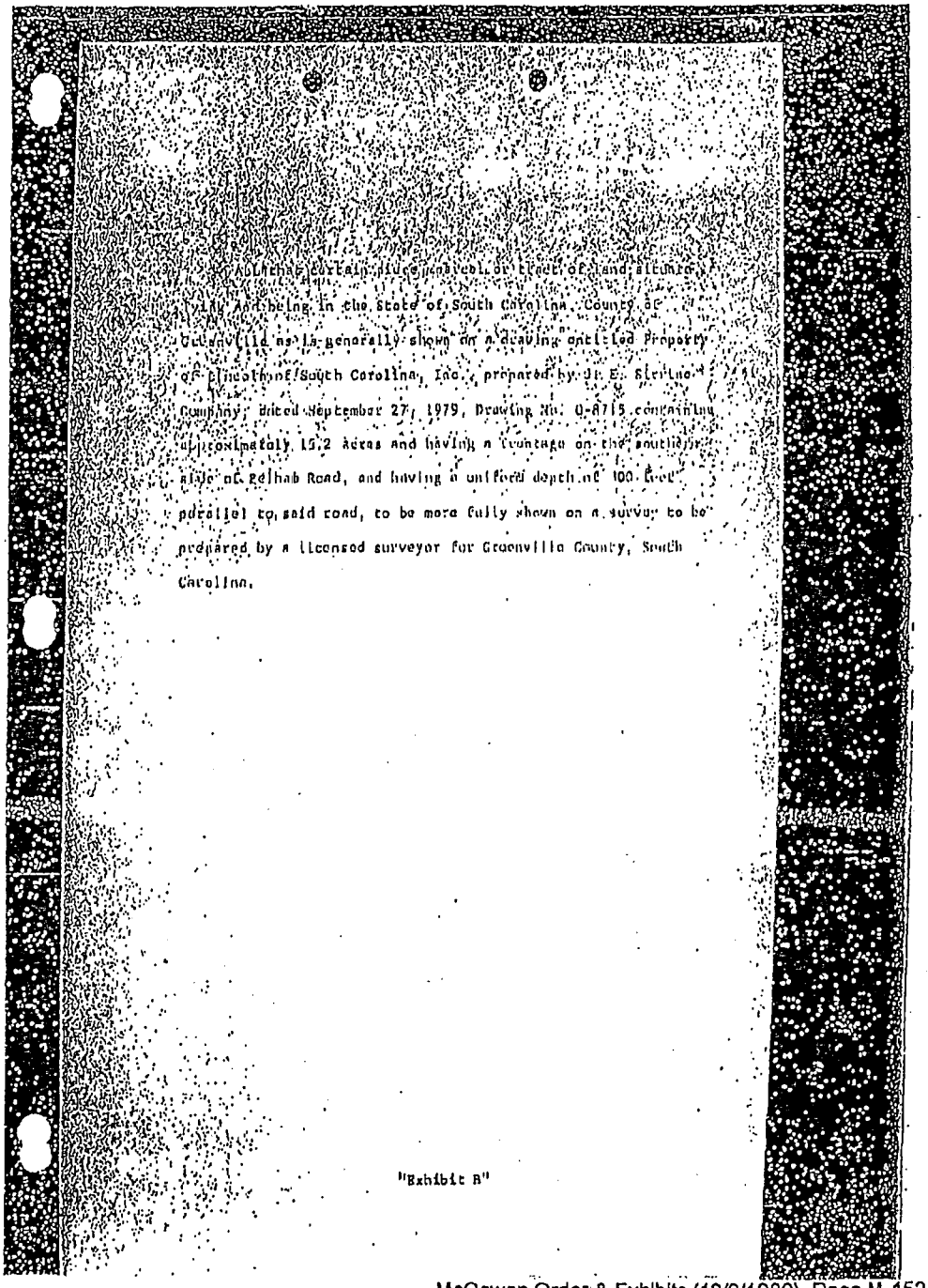
_____ _____(SEAL)

_____ _____(SEAL)

_____ _____(SEAL)

-2-

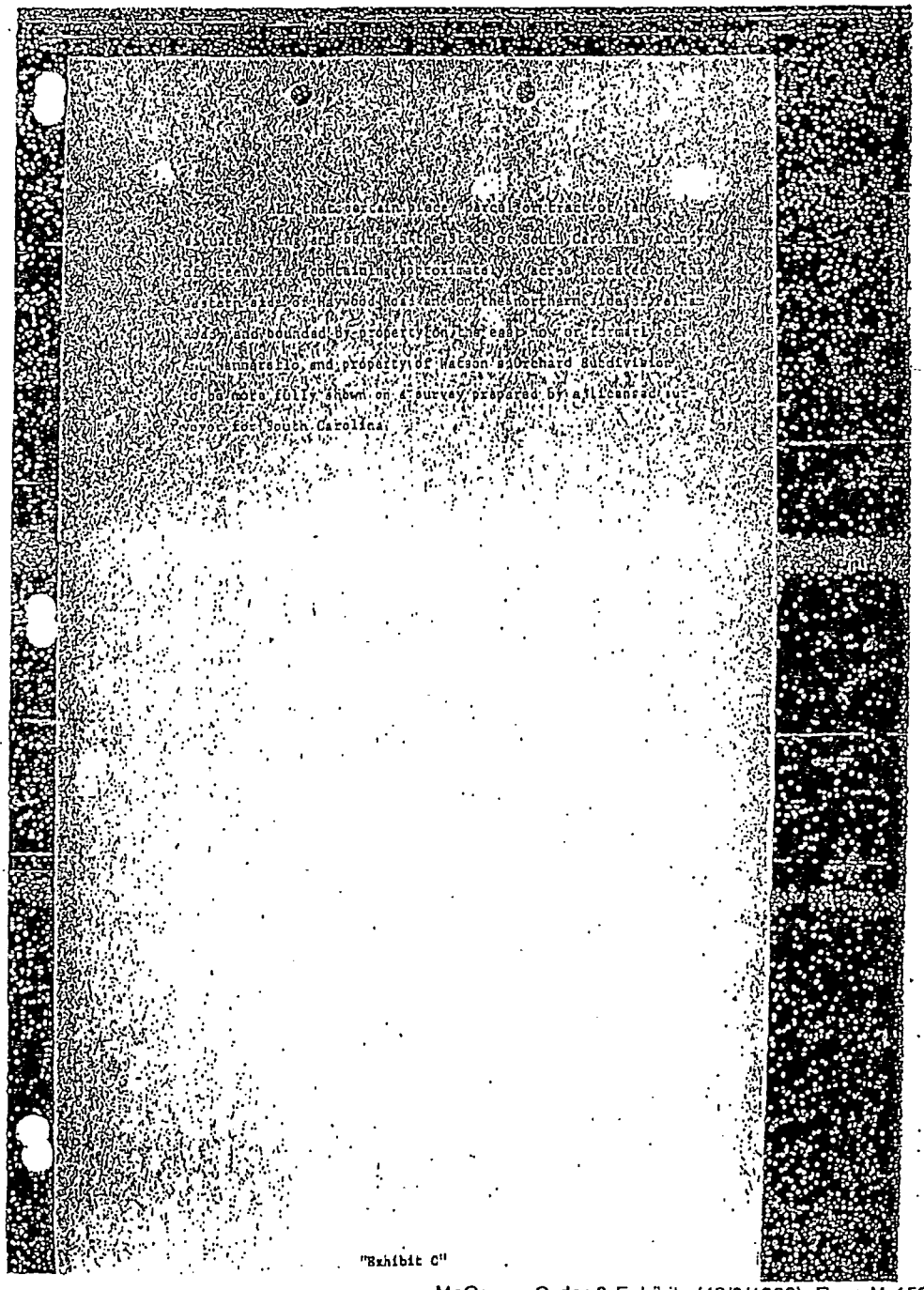
McGowan Order & Exhibits (12/9/1980), Page M-151



All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville as is generally shown on a drawing entitled Property of Lincolnshire/South Carolina, Inc., prepared by Jim E. Sirrine Company, dated September 27, 1979, Drawing No. 0-8715 containing approximately 15.2 acres and having a frontage on the southerly side of Pelham Road, and having a uniform depth of 100 feet parallel to said road, to be more fully shown on a survey to be prepared by a licensed surveyor for Greenville County, South Carolina.

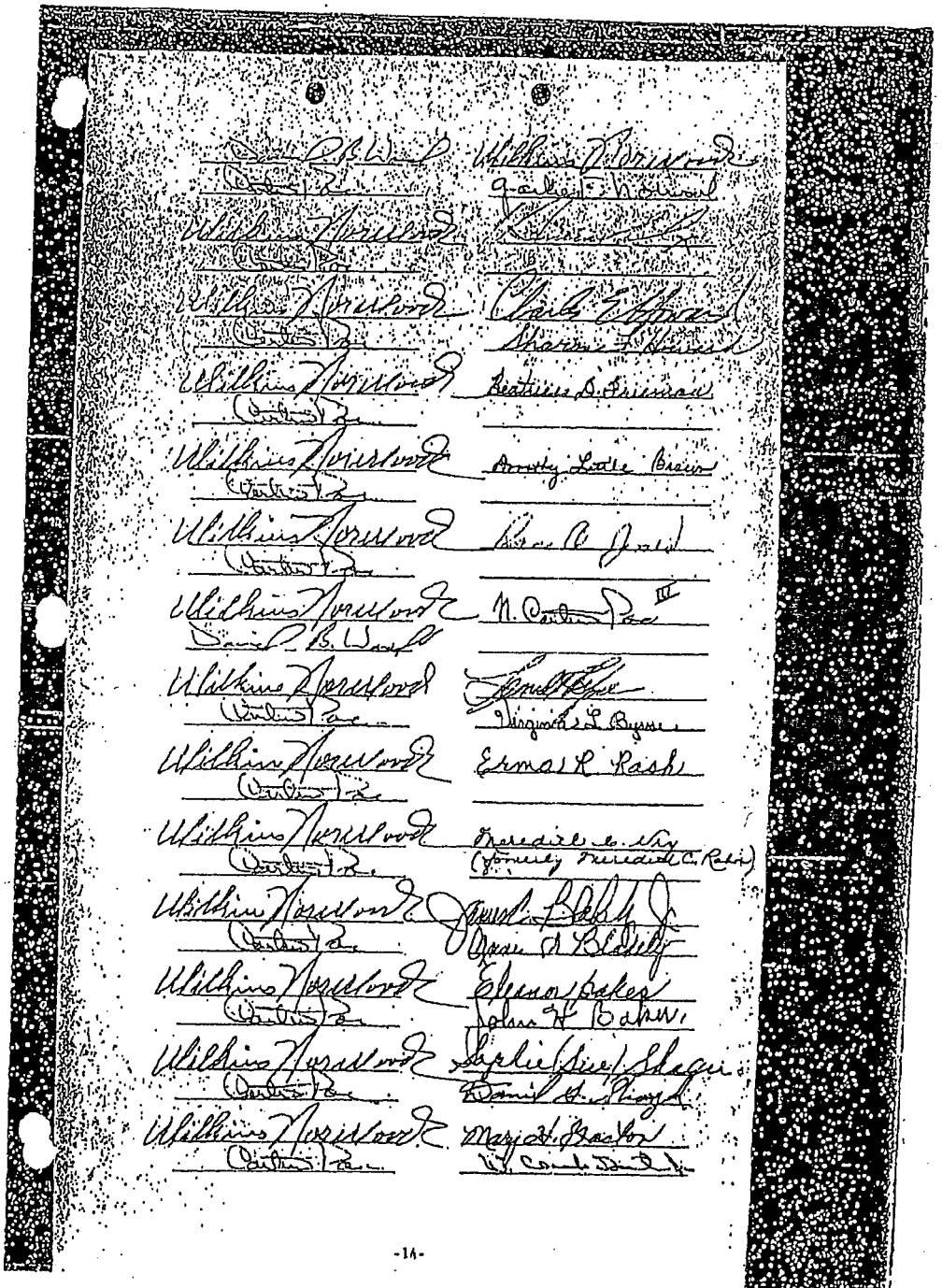
"Exhibit B"

McGowan Order & Exhibits (12/9/1980), Page M-152



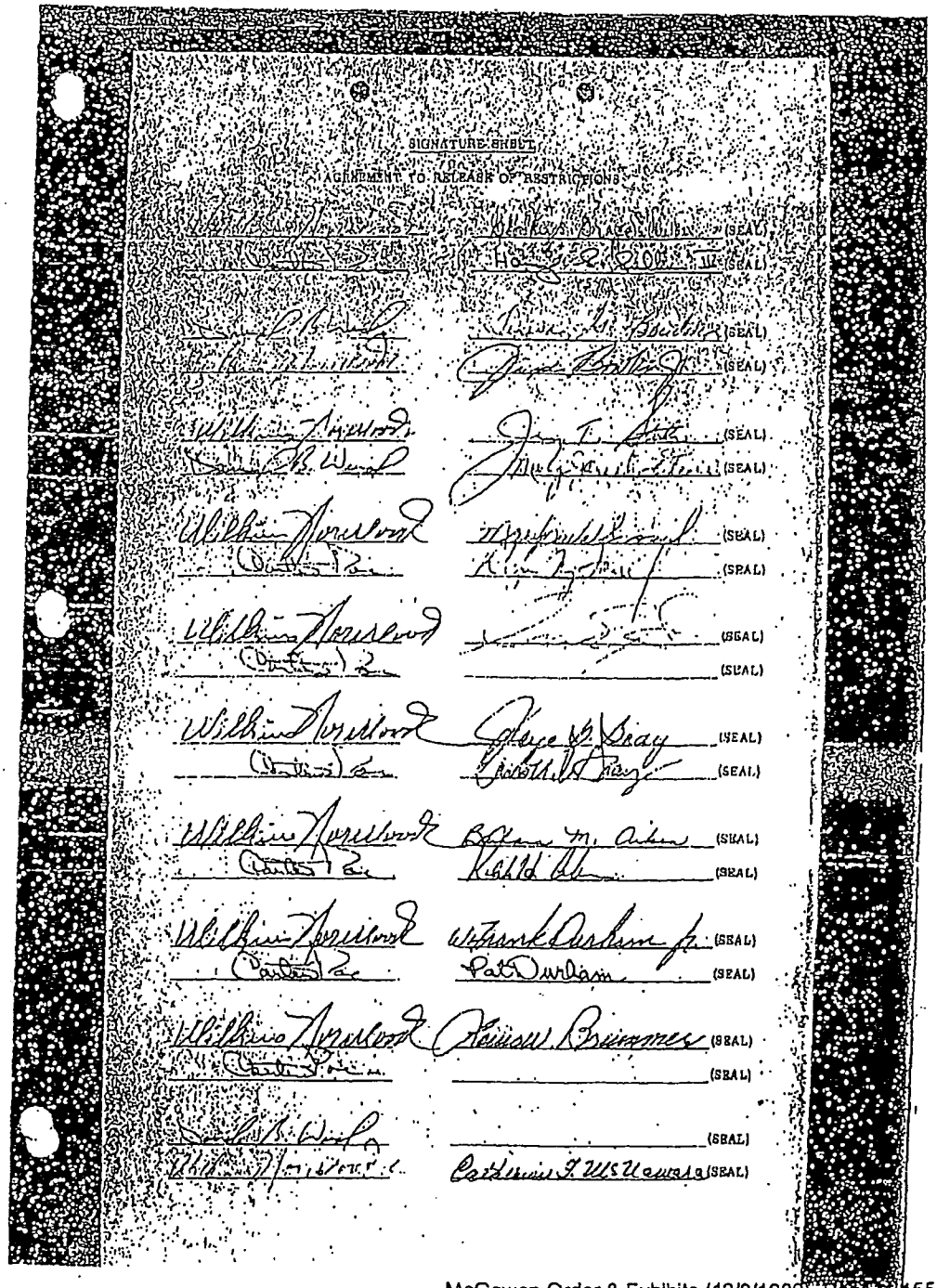
"Exhibit C"

McGowan Order & Exhibits (12/9/1980), Page M-153



-14-

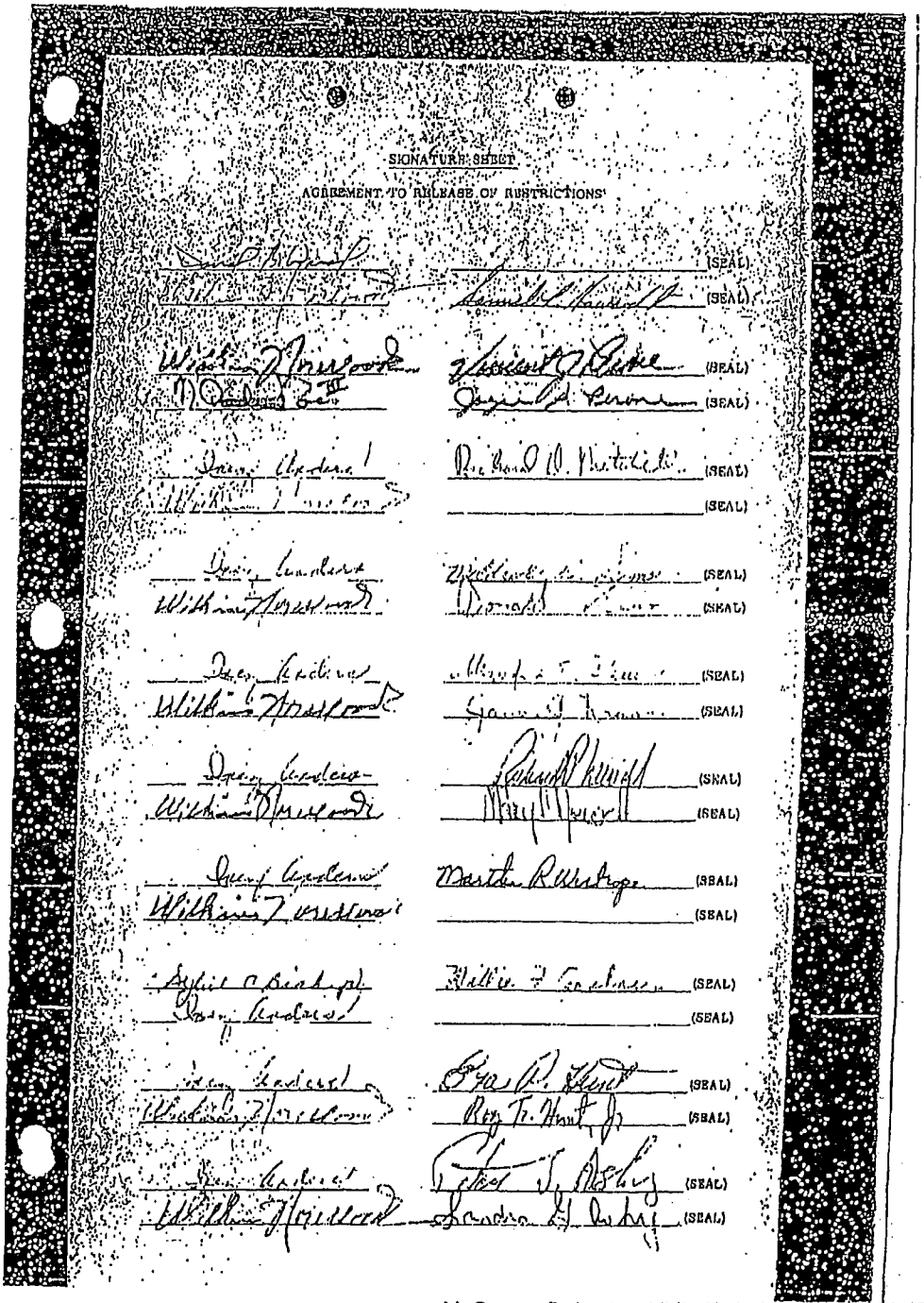
McGowan Order & Exhibits (12/9/1980), Page M-154



SIGNATURE SHEET
FOR
AGREEMENT TO RELEASE OF RESTRICTIONS

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-155

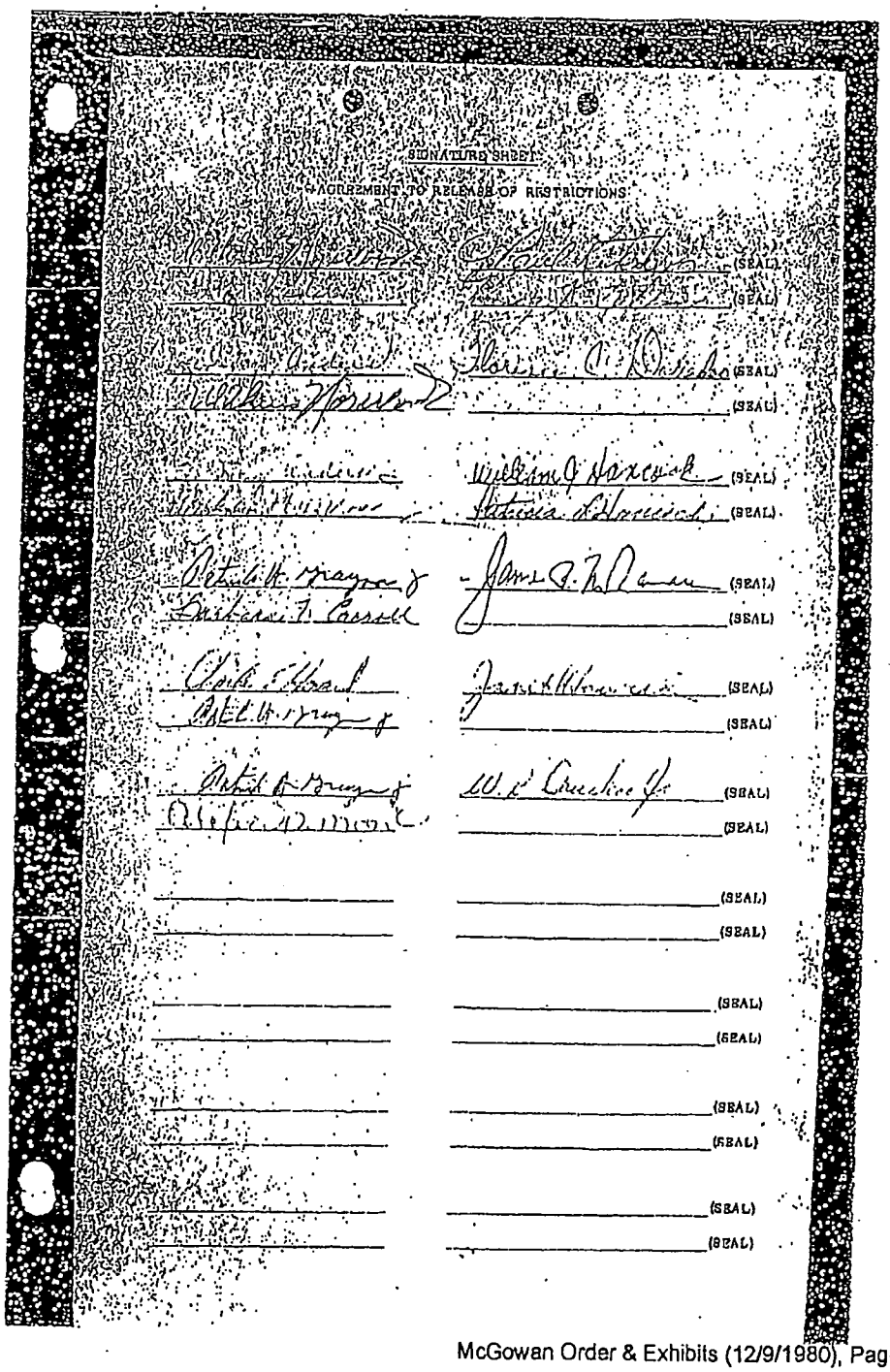


SIGNATURE SHEET

AGREEMENT TO RELEASE OF RESTRICTIONS

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-156

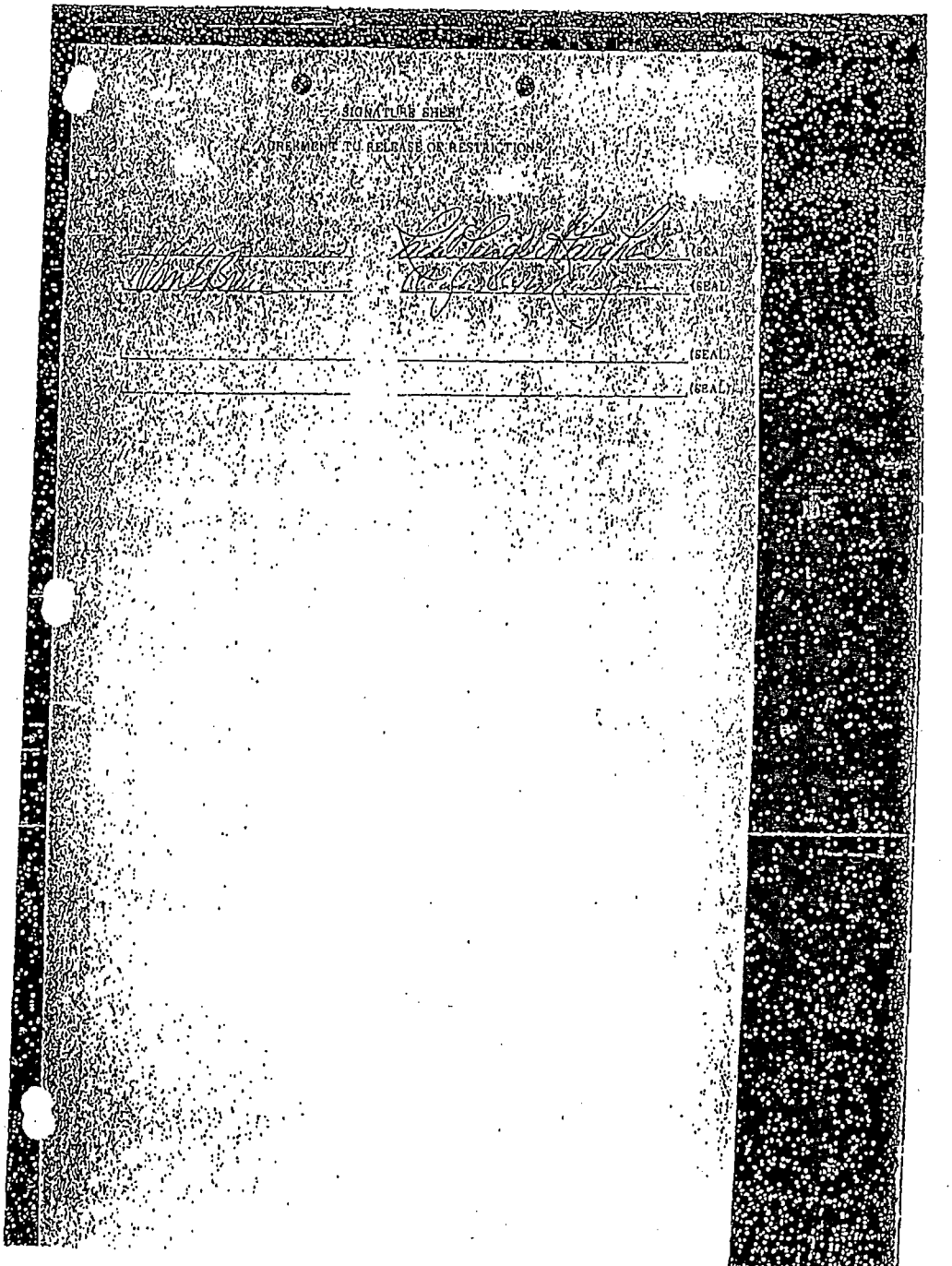


SIGNATURE SHEET

AGREEMENT TO RELEASE OF RESTRICTIONS

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-157



SIGNATURE SHEET

AGREEMENT TO RELEASE OR RESTRICTIONS

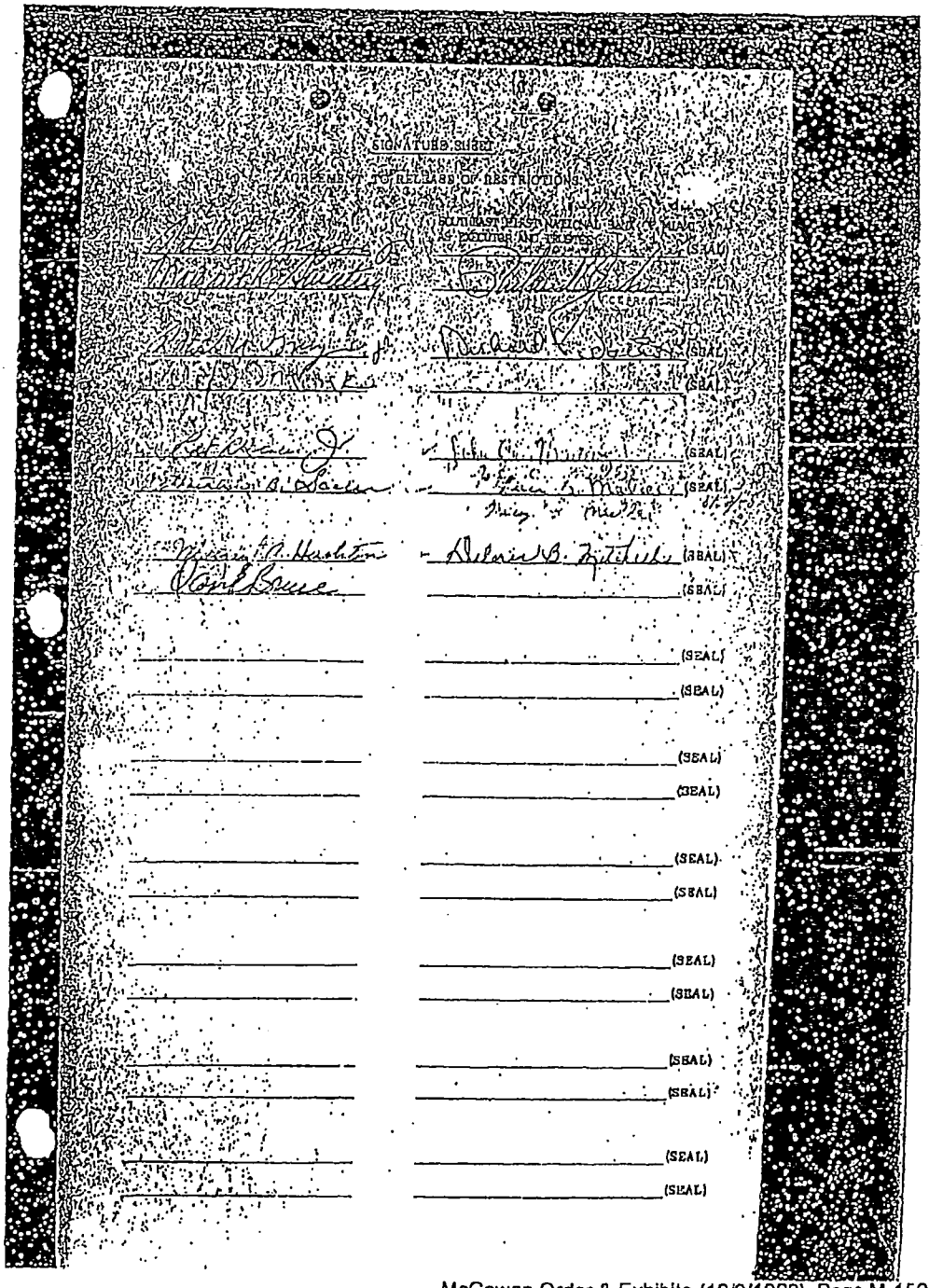
(SEAL)

(SEAL)

(SEAL)

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page 11 158



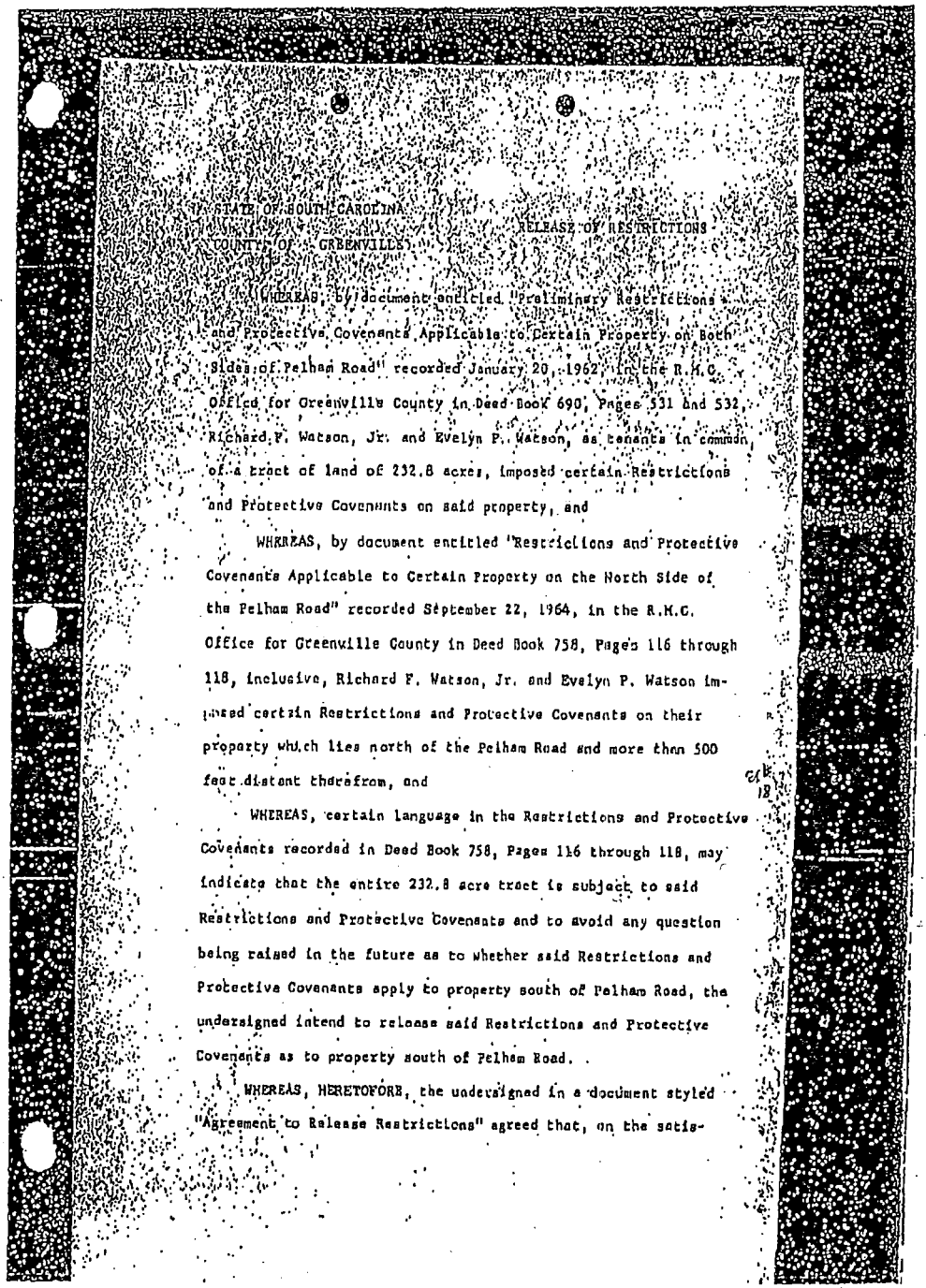
SIGNATURE SHEET

AGREEMENT TO RELEASE OF RESTRICTIONS

SUMMIT VIEW NATIONAL BANK, MINOT, NORTH DAKOTA

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-159



STATE OF SOUTH CAROLINA)
) RELEASE OF RESTRICTIONS
COUNTY OF GREENVILLE)

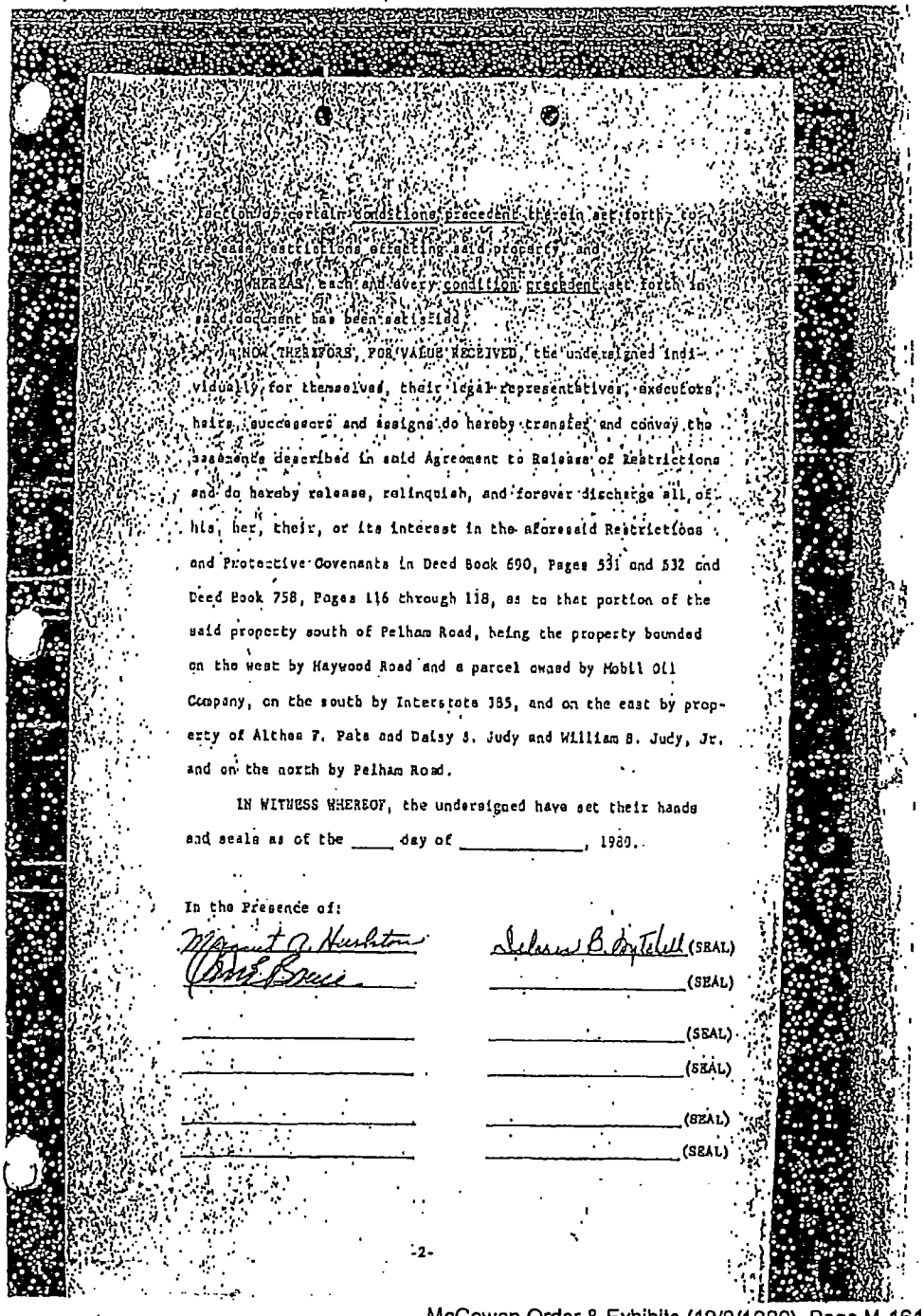
WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on Both Sides of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 690, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common, of a tract of land of 232.8 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1964, in the R.M.C. Office for Greenville County in Deed Book 758, Pages 116 through 118, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and

WHEREAS, certain language in the Restrictions and Protective Covenants recorded in Deed Book 758, Pages 116 through 118, may indicate that the entire 232.8 acre tract is subject to said Restrictions and Protective Covenants and to avoid any question being raised in the future as to whether said Restrictions and Protective Covenants apply to property south of Pelham Road, the undersigned intend to release said Restrictions and Protective Covenants as to property south of Pelham Road.

WHEREAS, HERETOFORE, the undersigned in a document styled "Agreement to Release Restrictions" agreed that, on the satis-

McGowan Order & Exhibits (12/9/1980), Page M-160



section of certain conditions precedent therein set forth to release restrictions affecting said property, and

WHEREAS, each and every condition precedent set forth in said document has been satisfied.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned individually, for themselves, their legal representatives, executors, heirs, successors and assigns do hereby transfer and convey the easements described in said Agreement to Release of Restrictions and do hereby release, relinquish, and forever discharge all of his, her, their, or its interest in the aforesaid Restrictions and Protective Covenants in Deed Book 690, Pages 531 and 532 and Deed Book 758, Pages 116 through 118, as to that portion of the said property south of Pelham Road, being the property bounded on the west by Haywood Road and a parcel owned by Mobil Oil Company, on the south by Interstate 385, and on the east by property of Althea F. Pate and Daisy S. Judy and William S. Judy, Jr. and on the north by Pelham Road.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the ____ day of _____, 1980.

In the Presence of:

Margaret J. Hurshton — Delores B. Mitchell (SEAL)

Ann E. Bruce — _____ (SEAL)

_____ — _____ (SEAL)

_____ — _____ (SEAL)

_____ — _____ (SEAL)

_____ — _____ (SEAL)

-2-

McGowan Order & Exhibits (12/9/1980), Page M-161

STATE OF SOUTH CAROLINA)
) RELEASE OF RESTRICTIONS
COUNTY OF GREENVILLE)

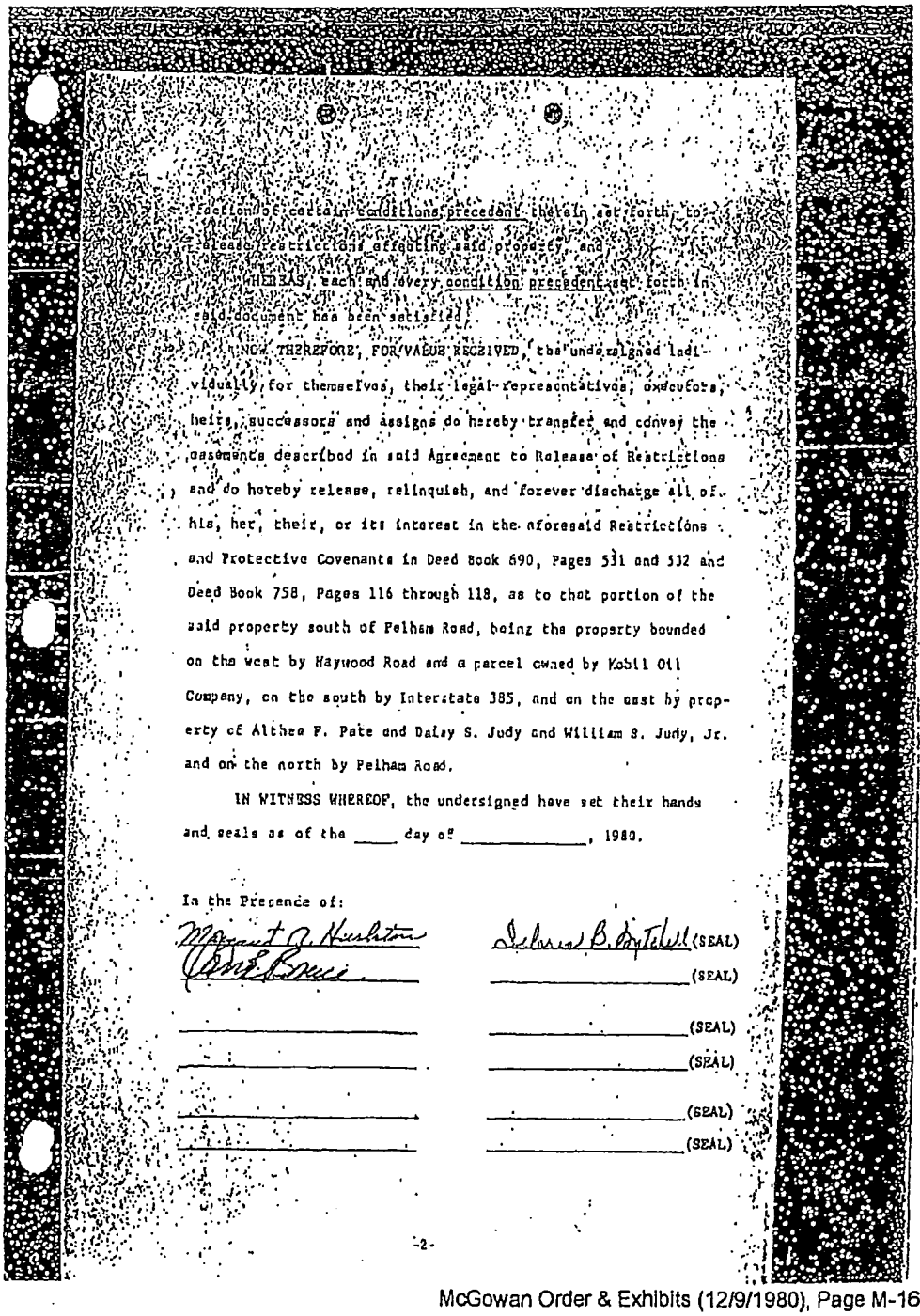
WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on Both Sides of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 690, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common, of a tract of land of 232.8 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1964, in the R.M.C. Office for Greenville County in Deed Book 758, Pages 116 through 118, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and

WHEREAS, certain language in the Restrictions and Protective Covenants recorded in Deed Book 758, Pages 116 through 118, may indicate that the entire 232.8 acre tract is subject to said Restrictions and Protective Covenants and to avoid any question being raised in the future as to whether said Restrictions and Protective Covenants apply to property south of Pelham Road, the undersigned intend to release said Restrictions and Protective Covenants as to property south of Pelham Road.

WHEREAS, HERETOFORE, the undersigned in a document styled "Agreement to Release Restrictions" agreed that, on the satis-

McGowan Order & Exhibits (12/9/1980), Page M-162



fraction of certain conditions precedent therein set forth to release restrictions affecting said property, and

WHEREAS, each and every condition precedent set forth in said document has been satisfied.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned individually, for themselves, their legal representatives, executors, heirs, successors and assigns do hereby transfer and convey the easements described in said Agreement to Release of Restrictions and do hereby release, relinquish, and forever discharge all of his, her, their, or its interest in the aforesaid Restrictions and Protective Covenants in Deed Book 690, Pages 531 and 532 and Deed Book 758, Pages 116 through 118, as to that portion of the said property south of Pelham Road, being the property bounded on the west by Haywood Road and a parcel owned by Kobil Oil Company, on the south by Interstate 385, and on the east by property of Althea P. Pate and Daisy S. Judy and William S. Judy, Jr. and on the north by Pelham Road.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the ____ day of _____, 1980.

In the Presence of:

Margaret A. Hamilton — Deborah B. Bagwell (SEAL)

Carol E. Bruce — _____ (SEAL)

_____ — _____ (SEAL)

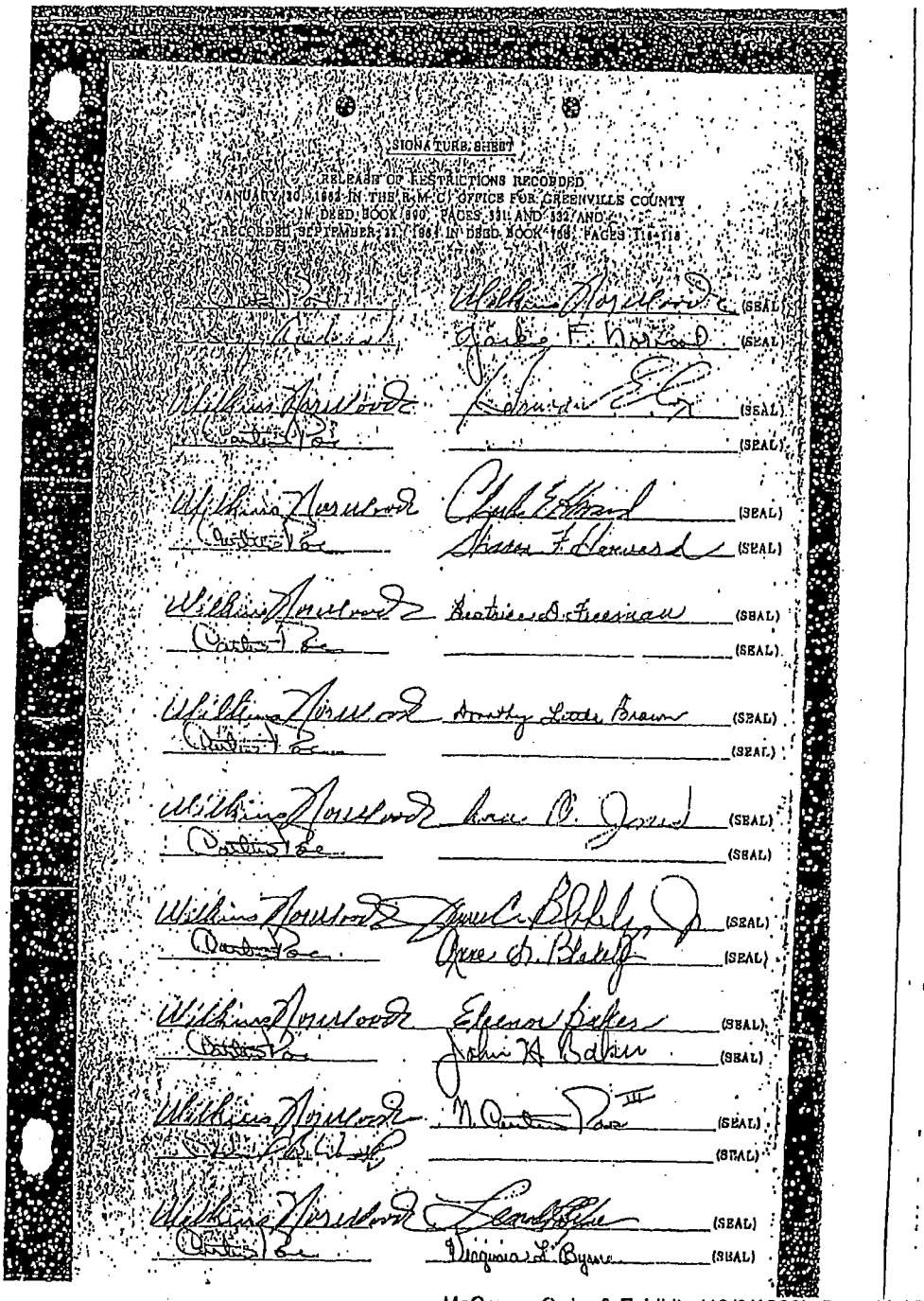
_____ — _____ (SEAL)

_____ — _____ (SEAL)

_____ — _____ (SEAL)

-2-

McGowan Order & Exhibits (12/9/1980), Page M-163



SIGNATURE SHEET

RELEASE OF RESTRICTIONS RECORDED
JANUARY 30, 1962 IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY
IN DEED BOOK 690 PAGES 331 AND 332 AND
RECORDED SEPTEMBER 21, 1961 IN DEED BOOK 668 PAGES 116-118

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

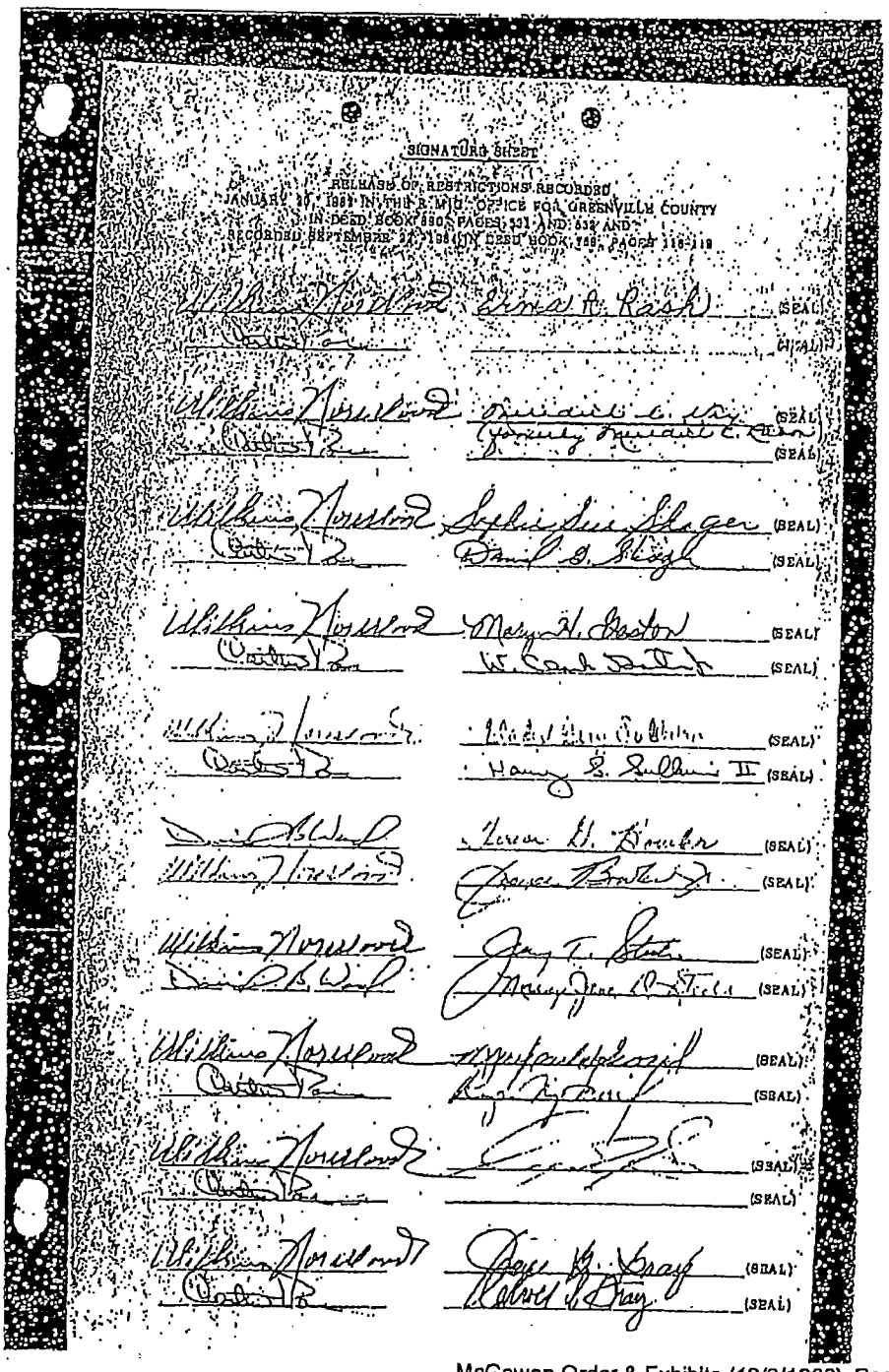
Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

Wilkins Norwood (SEAL)
Carter Poe (SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-164



SIGNATURE SHEET

RELEASE OF RESTRICTIONS RECORDED JANUARY 21, 1981 IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 1090, PAGES 131 AND 633 AND RECORDED SEPTEMBER 27, 1984 IN DEED BOOK 1149, PAGES 118-119

Witness: Norma A. Rash (SEAL)

Witness: Dorothy Durant C. Ellen (SEAL)

Witness: Sylvia Sue Steger (SEAL)

Witness: Daniel S. Bligh (SEAL)

Witness: Mary N. Boston (SEAL)

Witness: W. Cook Dalton (SEAL)

Witness: Madeline Sullivan (SEAL)

Witness: Henry S. Sullivan III (SEAL)

Witness: Teresa H. Bowden (SEAL)

Witness: Joyce Bowden (SEAL)

Witness: Jay T. Stutts (SEAL)

Witness: Mary Jane A. Stutts (SEAL)

Witness: Myrtle Ashley (SEAL)

Witness: Ruth Ashley (SEAL)

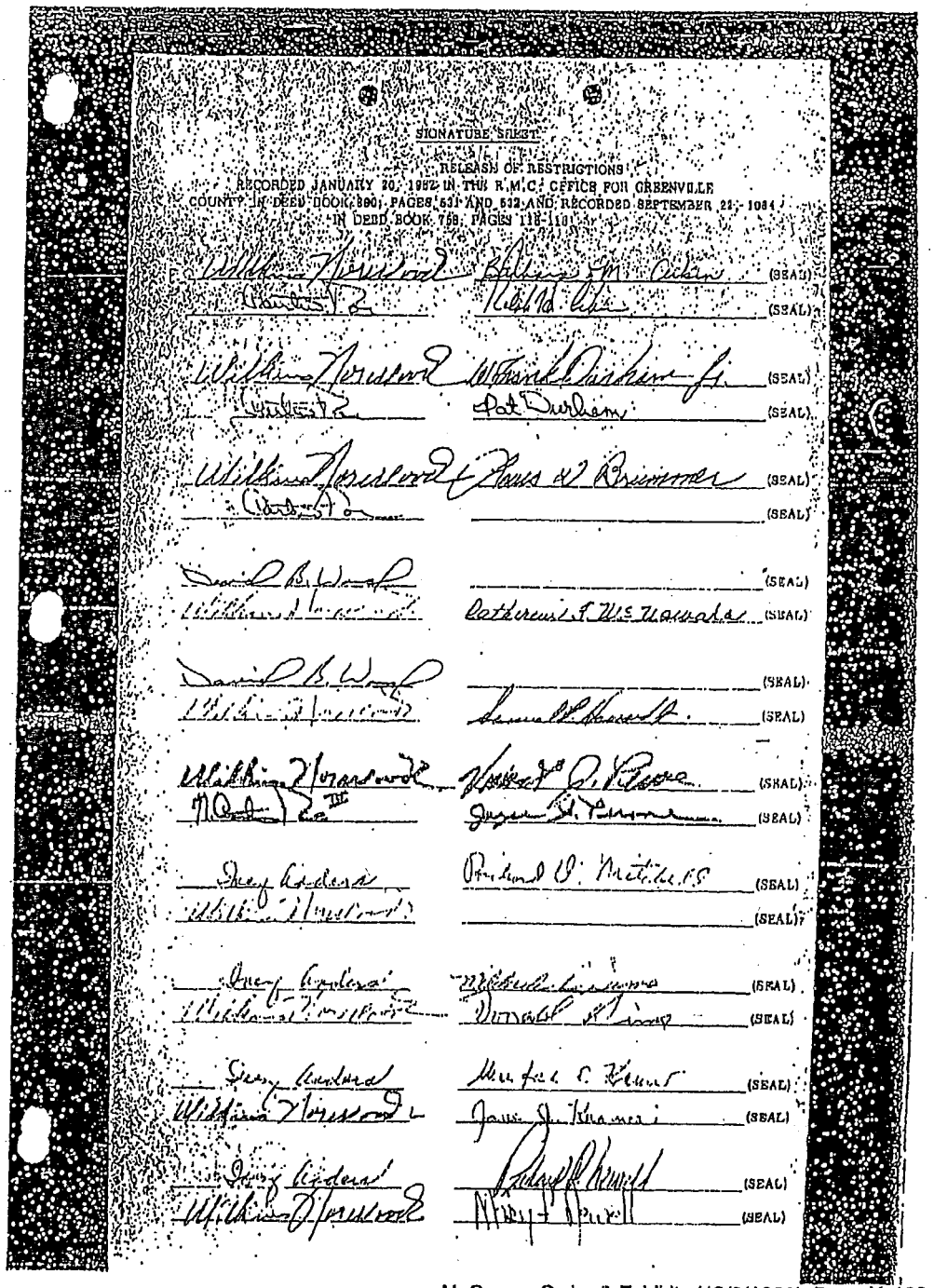
Witness: (SEAL)

Witness: (SEAL)

Witness: Joyce K. Gray (SEAL)

Witness: Robert F. Gray (SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-165



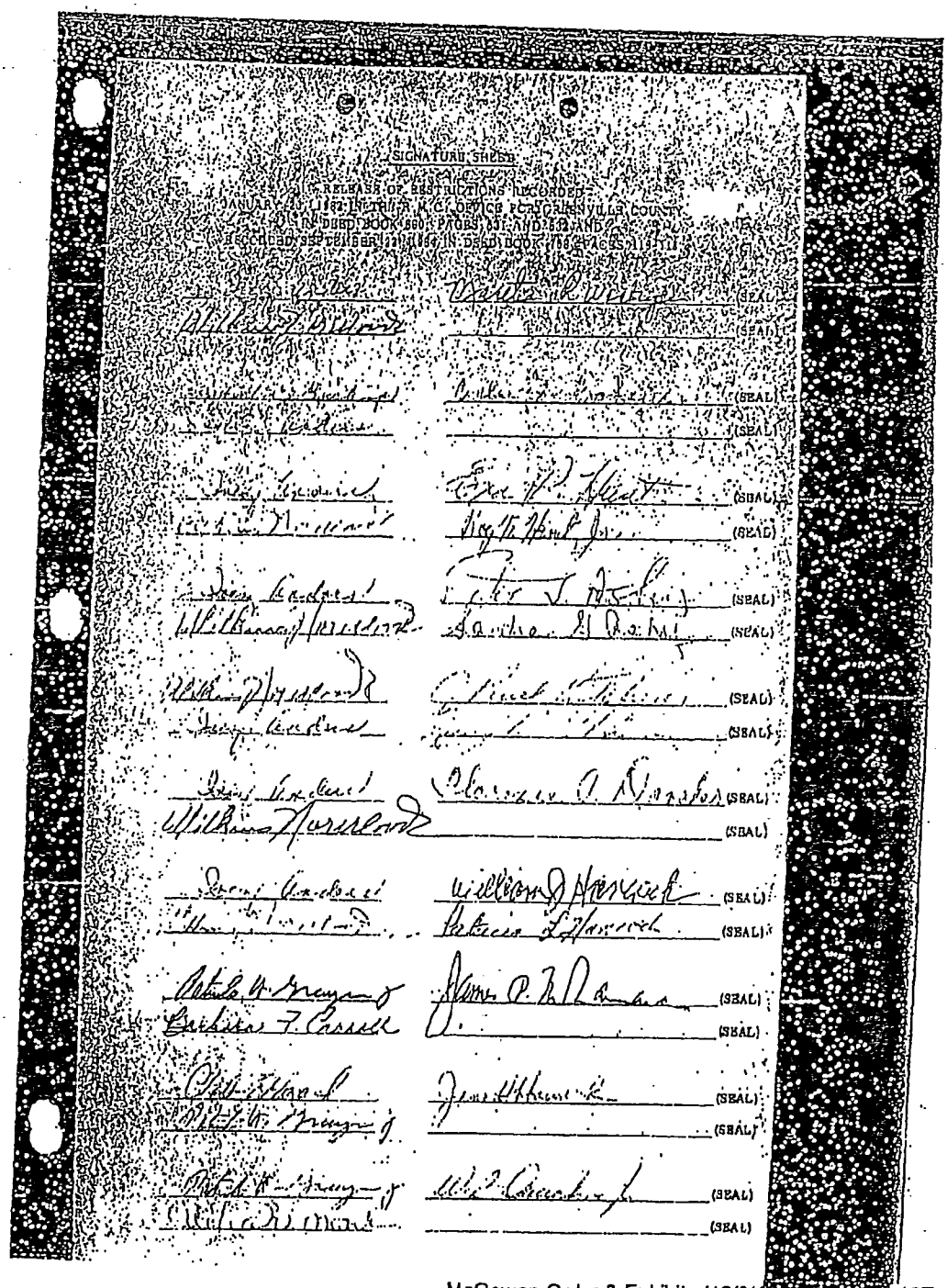
SIGNATURE SHEET

RELEASE OF RESTRICTIONS

RECORDED JANUARY 20, 1982 IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 1000, PAGES 531 AND 532 AND RECORDED SEPTEMBER 22, 1984 IN DEED BOOK 758, PAGES 118-119

(SEAL)

McGowan Order & Exhibits (12/9/1980), Page M-166

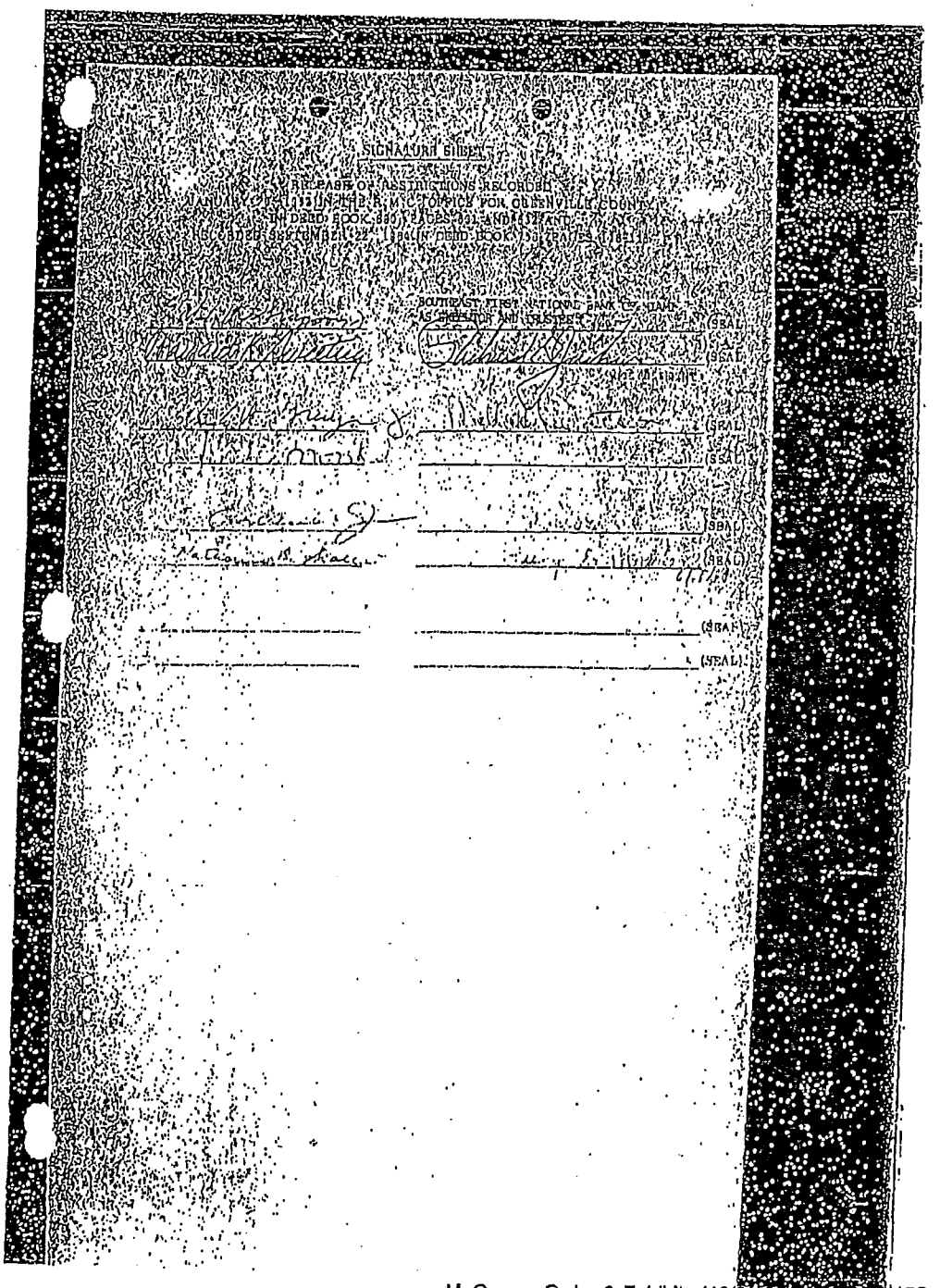


SIGNATURE SHEET

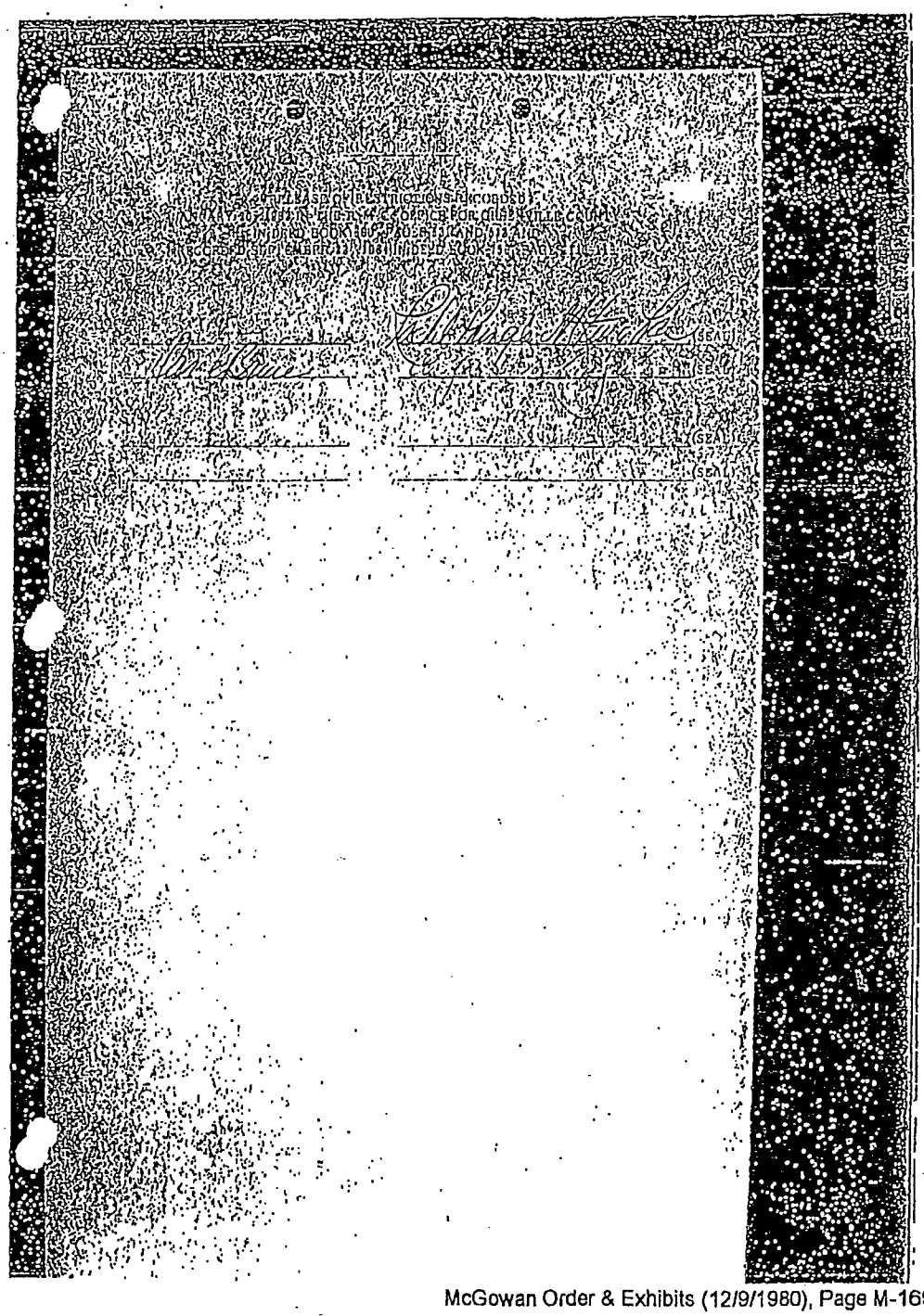
RELEASE OF RESTRICTIONS RECORDED
JANUARY 2, 1962 IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY
IN DEED BOOK 660 PAGES 51 AND 52 AND
RECORDED SEPTEMBER 11, 1964 IN DEED BOOK 708 PAGES 411 ET

(SEAL)
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McGowan Order & Exhibits (12/9/1980), Page M-167



McGowan Order & Exhibits (12/9/1980), Page M-168



McGowan Order & Exhibits (12/9/1980), Page M-169

STATE OF SOUTH CAROLINA)
) RELEASE OF RESTRICTIONS
COUNTY OF GREENVILLE)

WHEREAS, by document entitled "Preliminary Restrictions and Protective Covenants Applicable to Certain Property on Both Sides of Pelham Road" recorded January 20, 1962, in the R.M.C. Office for Greenville County in Deed Book 880, Pages 531 and 532, Richard F. Watson, Jr. and Evelyn P. Watson, as tenants in common of a tract of land of 232.0 acres, imposed certain Restrictions and Protective Covenants on said property, and

WHEREAS, by document entitled "Restrictions and Protective Covenants Applicable to Certain Property on the North Side of the Pelham Road" recorded September 22, 1961 in the R.M.C. Office for Greenville County in Deed Book 758, Pages 116 through 118, inclusive, Richard F. Watson, Jr. and Evelyn P. Watson imposed certain Restrictions and Protective Covenants on their property which lies north of the Pelham Road and more than 500 feet distant therefrom, and

WHEREAS, certain language in the Restrictions and Protective Covenants recorded in Deed Book 758, Pages 116 through 118, may indicate that the entire 231.8 acre tract is subject to said Restrictions and Protective Covenants and to avoid any question being raised in the future as to whether said Restrictions and Protective Covenants apply to property south of Pelham Road, the undersigned intend to release said Restrictions and Protective Covenants as to property south of Pelham Road.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned individually for themselves, their legal representatives, executors, heirs, successors and assigns do hereby transfer and convey the easements described in said Agreement to Release of Restrictions and do hereby release, relinquish, and forever discharge all of their interest in the aforesaid Restrictions and Protective Covenants in Deed Book 880, Pages 531 and 532, and Deed Book 758, Pages 116 through 118, as to that portion of the said property south of Pelham Road, being the property bounded on the west by Haywood Road and a parcel owned by Mobil Oil Company, on the south by Interstate 385 and on the east by property of Althea F. Pate and Daisy S. Judy and William S. Judy, Jr., and on the north by Pelham Road.

McGowan Order & Exhibits (12/9/1980), Page M-170

IN WITNESS WHEREOF, the undersigned have set their hands and seals

this [illegible] day of [illegible] 1980.

[illegible] (SEAL)
J. B. Stephens

[illegible] (SEAL)
Ann Stephens

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named J. B. Stephens and Ann Stephens sign, seal and as their act and deed deliver the within written Release of Restrictions, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of [illegible], 1980.

[illegible] (L.S.)
Notary Public for South Carolina
My Commission Expires: [illegible]

McGowan Order & Exhibits (12/9/1980), Page M-171

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Lincoln of South Carolina, Inc.,

Plaintiff,

vs.

LIST OF PLAINTIFF'S EXHIBITS

Watson's Orchard Property Owners' Association, Inc., et al,

Defendants.

1. Plat in Book OOO, at Page 89;

2. Plat in Book 4-C, at Page 133;

3. Restrictions in Deed Book 880, at Page 831

4. Restrictions in Deed Book 788, at Page 118

5. Articles of Incorporation of Watson's Orchard Property Owners Association, Inc.

6. Certificate of Good Standing of Watson's Orchard Property Owners Association, Inc.

7. Letter of Stanley V. Lewis, Deputy Securities Commissioner.

8. List of stockholders of Watson's Orchard Property Owners Association, Inc.

9. Deed from Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. conveying 14.78 acres

10. Deed of Lincoln of South Carolina, Inc. to Watson's Orchard Property Owners Association, Inc. conveying property on Haywood Road

11. Declaration of Restrictions and Protective Covenants Applicable to the 14.78 acre tract (Buffer Zone) and property on Haywood Road

12. Declaration of Restrictions and Protective Covenants Applicable to the commercial and multi-family property

13. Survey of the Watson Property tract

14. Deed from Watson's Orchard Property Owners Association, Inc. to Pelham Properties, Inc.

15. Offer of Pelham Properties, Inc.

16. Letter of stockholders agreeing to sell five lots

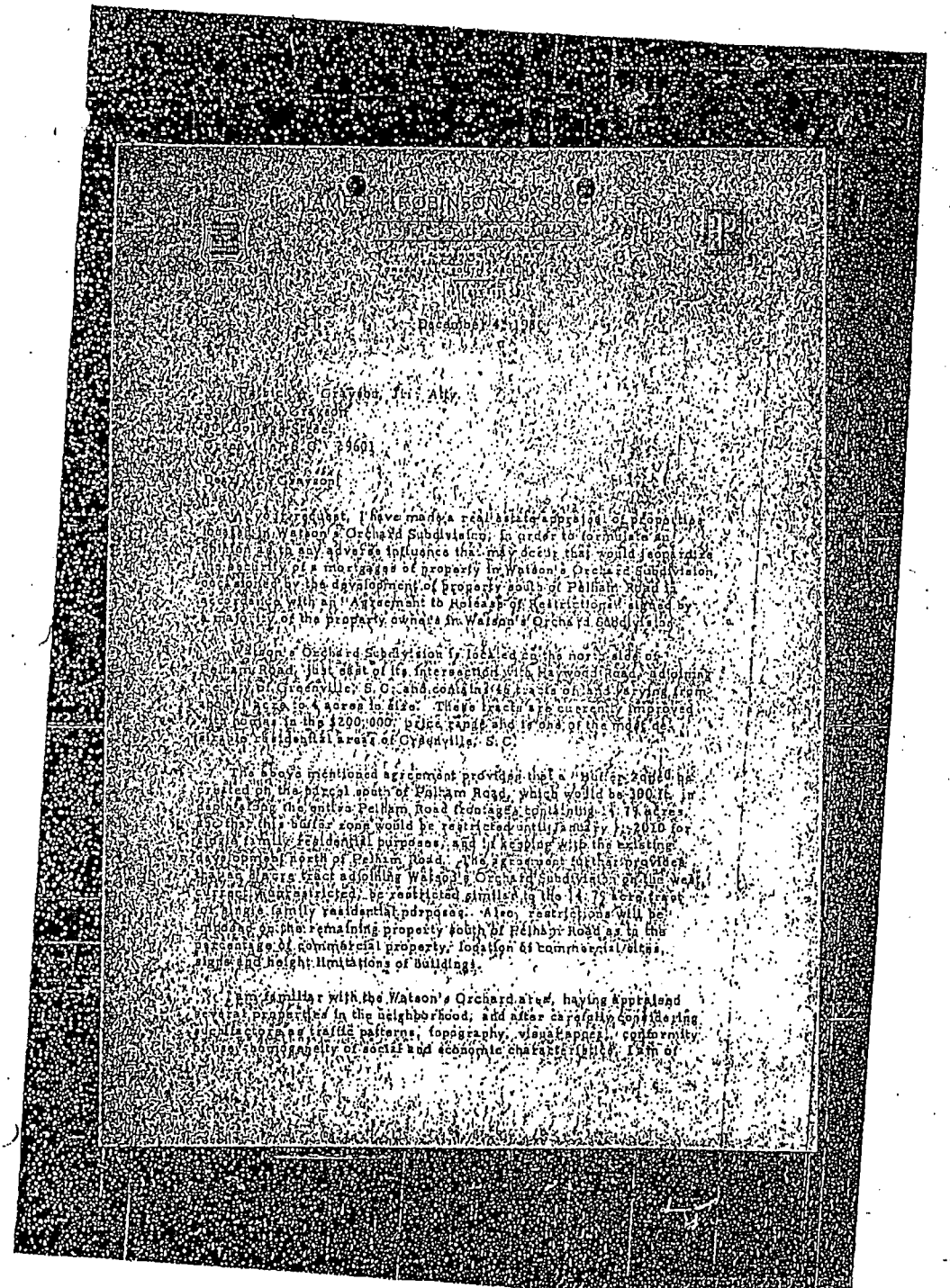
17. Agreement to Release of Restrictions

18. Release of Restrictions

19. Letter of James Robinson

McGowan Order & Exhibits (12/9/1980), Page M-172

Exhibit 19



JAMES ROBINSON & ASSOCIATES

December 4, 1985

Mr. J. Grayson Ely, Atty.
Post Office Box
Greenville, S. C. 29601

Dear Mr. Grayson:

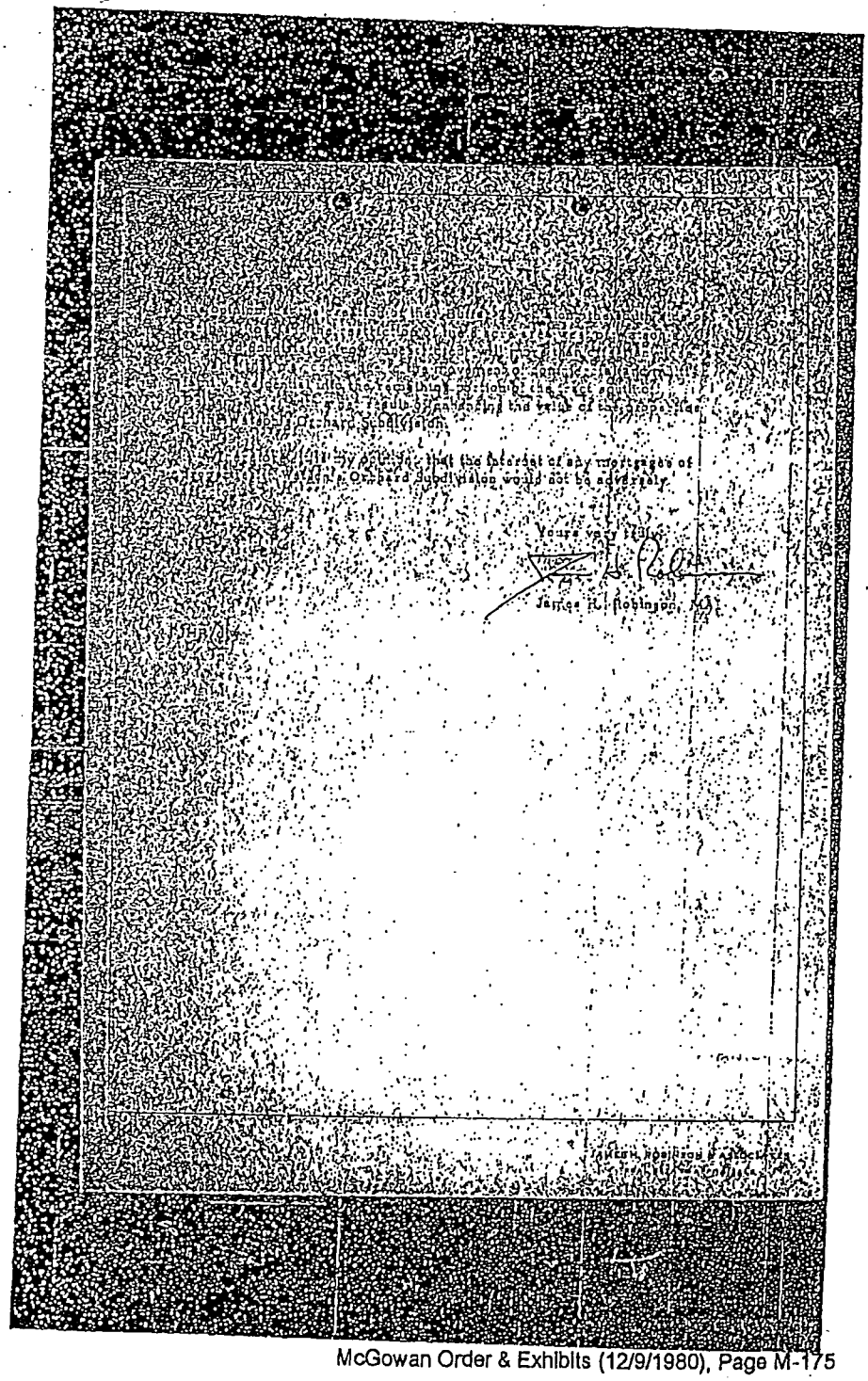
At your request, I have made a real estate appraisal of property located in Watson's Orchard Subdivision, in order to form an opinion as to any adverse influence that may occur that would jeopardize the security of a mortgage of property in Watson's Orchard Subdivision, occasioned by the development of property south of Pelham Road in accordance with an "Agreement to Release of Restrictions" signed by a majority of the property owners in Watson's Orchard Subdivision.

Watson's Orchard Subdivision is located on the north side of Pelham Road, just east of its intersection with Haywood Road, adjoining the Greenville, S. C. and contains [illegible] acres of land varying from [illegible] acres to 4 acres in size. These tracts are currently improved with homes in the $200,000 price range and is one of the most desirable residential areas of Greenville, S. C.

The above mentioned agreement provides that a "buffer zone" be created on the parcel south of Pelham Road, which would be 300 ft. in depth along the entire Pelham Road frontage containing 1.73 acres, and that this buffer zone would be restricted until January 1, 2010 for single family residential purposes, and in keeping with the existing development North of Pelham Road. The agreement further provides that each tract adjoining Watson's Orchard Subdivision on the west currently unrestricted, be restricted similarly to the 1.73 acre tract for single family residential purposes. Also, restrictions will be imposed on the remaining property south of Pelham Road as to the percentage of commercial property, location of commercial sites, signs and height limitations of buildings.

I am familiar with the Watson's Orchard area, having appraised several properties in the neighborhood, and after carefully considering [illegible] topography, visual appeal, conformity [illegible] homogeneity of social and economic characteristics, I am of

McGowan Order & Exhibits (12/9/1988), Page 174



McGowan Order & Exhibits (12/9/1980), Page M-175

Exhibit

SJ-9

FILED

Grantee's mailing address: c/o J. Stephen Poe, Pelham Rd., Greenville, S.C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

'81 JAN 15 PM 4 15
COUNTY OF GREENVILLE
S.C.

141 PAGE 1

KNOW ALL MEN BY THESE PRESENTS, that Watson's Orchard Property Owners Association, Inc.

A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Hundred Five Thousand Five Hundred and 00/100---------- ($105,500.00) ---------- Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Pelham Properties, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2, and 3, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.8 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract N. 68-57 W. 200 feet to a point; thence continuing, N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.8 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.8 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 89.8 feet; S. 85-33 E. 68.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 88 feet to a point; S. 72-58 E. 31.8 feet to a point; S. 68-57 E. 168.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

Subject however, to a sewer easement across the rear twenty-five (25') feet of the above lots for the purpose of installation and maintenance of a sewer line to serve the adjacent 8.29 acre tract hereby reserved to the grantor herein.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises. (Also subject to 1981 taxes and cover.....)

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 13th day of January 19 81

SIGNED, sealed and delivered in the presence of:

Watson's Orchard Property Owners Association, Inc.
A Corporation
By: Thomas W. Bummer
President

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th day of January 19 81

Notary Public for South Carolina (SEAL)
My Commission Expires: 10-13-89

RECORDED this ____ day of _____, 19__, at ____ M., No. _____

4328 RV-2

141 PAGE 2

Being a portion of the same property conveyed to the Grantor by Lincoln of South Carolina, Inc. by deed of even date, to be recorded herewith.

COUNTY TAX 116.05

RECORDED JAN 16 1981 at 4:29 P.M. 20637

1-16-81

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Walnut Orchard Property Owner's Association, Inc.

TO

Pelham Properties, Inc.

TITLE TO REAL ESTATE BY A CORPORATION

I hereby certify that the within Deed has been this 14th day of Jan. 19 81 at 4:29 P.M. recorded in Book 1141 of Deeds, page 1

Register of Mesne Conveyance Greenville County

I hereby certify that the within deed has been entered of record in the Office of the County Auditor for this county, pursuant to Section 65-54, Code of Laws of South Carolina, 1952.

Auditor County

LAW OFFICES OF
EARLE, BOZEMAN & GRAYSON
THE PINES BUILDING
301 COLLEGE STREET
GREENVILLE, S. C. 29601

5 Lots Pelham Rd.

Exhibit

SJ-10

C. GRANVILLE WYCHE
ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
G. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE
ERIC B. AMSTUTZ+

+ADMITTED TO D.C. BAR ONLY

WYCHE, BURGESS, FREEMAN & PARHAM
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
GREENVILLE, SOUTH CAROLINA 29603

POST OFFICE BOX 10807
44 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL
TELEPHONE 803-242-3131

March 11, 1981

Mr. J. B. Stephens
Davis Electrical Constructors, Inc.
P. O. Box 1907
Greenville, S. C. 29602

Dear Jim:

I am enclosing the deed to Pelham Properties, Inc. to the five lots along Pelham Road. The deed has been recorded in the Office of the R.M.C. for Greenville County in Deed Book 1141, at page 1. Also enclosed is the easement which you and I discussed on the telephone.

We have examined the public records of Greenville County relating to the property described in the foregoing deed. Based upon our examination, we hereby certify that the foregoing deed serves to vest in Pelham Properties, Inc. a good and marketable fee simple title to the property described therein subject only to the following exceptions:

1. Easement for sewer across rear 25 feet of the five lots for purpose of installation and maintenance of a sewer line to serve the adjacent 8.29 acre tract reserved Waston's Orchard Property Owners Association, Inc.

2. Restrictions placed on property by Lincoln of South Carolina, Inc. in Deed Book 1140 at page 961, on January 16, 1981. All lots are subject to a five foot easement on all side lot lines and ten feet along all rear lines for drainage, utility installation and maintenance.

3. Building setback line of 75 feet.

4. Greenville County taxes for 1981 and succeeding years, not yet assessed or payable.

5. Such matters as would be disclosed by a current survey.

6. Applicable zoning restrictions.

Very truly yours,

WYCHE, BURGESS, FREEMAN & PARHAM, P.A.

BY: _____
William W. Kehl

WWK:ebw

Enclosures

RECORDED DOCUMENTS ENCLOSED Date September 16, 1986

Re Reed - Pelham Properties, Inc.

The enclosed instrument(s) TITLE TO REAL ESTATE was (were)

recently recorded at Town or County of GREENVILLE

In Volume 1274 on page 237

TO Mr. James B. Stephens
P. O. Box 1907
Greenville, South Carolina 29602

LATHAN, SMITH & BARBARE, P.A.
130 WADE HAMPTON BOULEVARD
GREENVILLE, SOUTH CAROLINA 29609
(803) 232-7700

TITLE TO REAL ESTATE BY A CORPORATION LATHAN & BARBARE, P. A. VOL 1274 PAGE 237

P.O. Box 1907
City 29602

FILED
GREENVILLE CO. S. C.
AUG 25 2 17 PM '86
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, that PELHAM PROPERTIES, INC.
A Corporation chartered under the laws of the state of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of Distribution in kind pursuant to corporate dissolution of Pelham Properties, Inc. of which J. B. Stephens was owner of 100% of the outstanding stock;
the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto J. B. Stephens, his heirs and assigns forever: (11)-200-543.3-1-57.1

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980 and revised December 1, 2, and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S.25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S.17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N.68-57 W. 200 feet to a point; thence continuing N.86-57 W. 180 feet to a point; thence continuing N.68-57 W. 7.9 feet to a point; running thence N.82-28 W. 256.9 feet to a point; running thence S.84-07 W. 55 feet to a point; thence continuing S.84-07 W. 176.92 feet to a point; running thence N.5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N.84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N.84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N.87-55 E. 99.5 feet; S.85-33 E. 68.6 feet to a point; S.85-33 E. 32 feet to a point; S.79-11 E. 100 feet to a point; S.72-58 E. 63 feet to a point; S.72-58 E. 31.6 feet to a point; S.68-57 E. 168.4 feet to a point; S.68-57 E. 170 feet to the point of beginning.

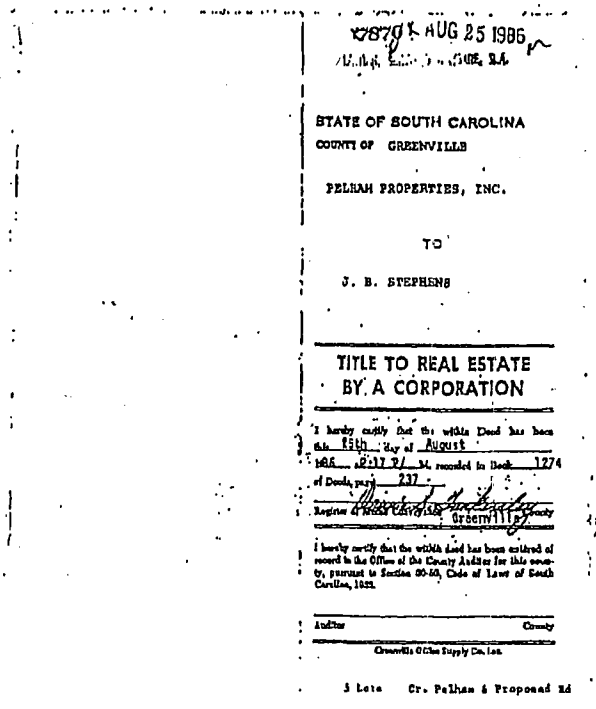
THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantor herein by deed of Watson's Orchard Property Owners Association, Inc. recorded in the RMC Office for Greenville County in Deed Book 1141 at Page 1 on January 18, 1981.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 22nd day of August, 19 86.

SIGNED, sealed and delivered in the presence of: PELHAM PROPERTIES, INC. (SEAL)



AUG 25 1986

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PELHAM PROPERTIES, INC.

TO

J. B. STEPHENS

TITLE TO REAL ESTATE
BY A CORPORATION

I hereby certify that the within Deed has been
this 25th day of August
1986 at 2:17 P.M. recorded in Book 1274
of Deeds, page 237

Register of Mesne Conveyance, Greenville County

I hereby certify that the within Deed has been entered of
record in the Office of the County Auditor for this coun-
ty, pursuant to Section 65-10, Code of Laws of South
Carolina, 1952.

Auditor County

Greenville Office Supply Co., Inc.

3 Lots Cr. Pelham & Proposed Rd

Exhibit

SJ-11

INDIRECT or GRANTEE Index to Deeds — Greenville County, S. C.

(A)

FILE NUMBER / DATE OF RECORD	GRANTEES — FAMILY NAMES	GIVEN NAMES ABCDEFGH	GIVEN NAMES IJKLMNO	GIVEN NAMES PQRSTUVWXYZ	GRANTORS	BOOK	PAGE	No. of Acres	BRIEF DESCRIPTION, LOCATION, ETC. (Not Warranted)
14291 Feb 18, 1975	Pelham			Carpenter	Robert David Thompson	1319	771		Widening Easement
6823 Sept 19, 1975	"	(now Coach Hills)		Poole Dr. 2-A	Metropolitan Devel. Dissolution	1024	192		East Pelham Rd "Court"
12335 Nov. 7, 1975	"			Park Rd. Greenville Park Co.	L. E. Jones et al.	1026	985		Waiver of Encroachment
12331 Nov. 7, 1975	"			Rd. Construction	L. E. Jones	1026	991	51.410	Restrictive Cov. Batesville Rd + Cox Cir. Pelham Rd +
26542 Jan 15, 1976	"	Pelham Rd.			Pelham Interstate Venture Joint	1034	998		East Pelham Rd
24926 Mar 11, 1977	"	Court			J. Walter Brashier	Deed Book 1	742		Greenville County Dedication of Road + Street
16261 Nov. 25, 1977	"			Property of	Neal Smith Dev. Co.	1069	104		Easement Agreement
33720 May 12, 1978	"	Joint Venture, et al		Dunean Realty Inc	Tr. 52375 Bk. 1648 pg. 1117 7-31-78 R.E. Bowen Co. et al	1079	49		Memo of Lease
2.0907 Jan 15, 1979	"	a S.C. partnership 85 (Eighty five)			Jos. C. Davis, et al	1095	352	84.18	Pelham Rd Annexation Ord. Bk 911-28 Ann. Rd. Pelham Rd. Also 2.5 Ann. Rd.
183 July 3, 1979	"			Equestrian Plaza Pelham	Furman University, et al	1105	981		Release of Restrictions (Hazel Pointe Dev.)
0 3525 July 31, 1979	"			84-Bypass Annex Parcels	J. Rutledge Dawson, et al	1108	184		Pte. Lot 6 Pointe Cir. Pelham
23324 May 21, 1980	"	Associates, Ltd. Ptr.			C. E. Rexroat	1126	174		Joint Pelham Rd
20237 Jan 14, 1981	"			Properties Inc	Waters Orchard Prop. Owners Assoc. Inc.	1141	1		S. Side Pelham Rd.
20974 Jan 21, 1981	"			Properties Inc	Waters Orchard Prop. Owners Assoc. Inc. FKA Katherine H. Smith	1141	338		Easement
30556 May 1, 1981	"			William H.	Katherine Hughes Smith	1147	255		Joint 52 Farm Ridge Hwy 414 Eng
11609 Nov. 1, 1977	"	Batesville Volunteer		Fire District	J. Walter Brashier	1176	428	1.001	Acres Hwy 414

DOCUMENTS IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Exhibit

SJ-12

TITLE TO REAL ESTATE BY A CORPORATION LATHAN & BARBARE, P. A. VOL 1274 PAGE 237

P.O. Box 1907
Greenville, S.C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THEIR PRESENTS, that PELHAM PROPERTIES, INC.
A Corporation chartered under the laws of the state of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of Distribution in kind pursuant to corporate dissolution of Pelham Properties, Inc. of which J. B. Stephens was owner of 100% of the outstanding stock;
the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto J. B. Stephens, his heirs and assigns forever; (11)-200-543.3-1-59.1

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980 and revised December 1, 2, and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S.25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S.17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N.68-57 W. 200 feet to a point; thence continuing N.86-57 W. 180 feet to a point; thence continuing N.68-57 W. 7.9 feet to a point; running thence N.82-28 W. 256.9 feet to a point; running thence S.84-07 W. 55 feet to a point; thence continuing S.84-07 W. 176.92 feet to a point; running thence N.5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N.84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N.84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N.87-55 E. 99.5 feet; S.85-33 E. 68.6 feet to a point; S.85-33 E. 32 feet to a point; S.79-11 E. 100 feet to a point; S.72-58 E. 63 feet to a point; S.72-58 E. 31.6 feet to a point; S.68-57 E. 168.4 feet to a point; S.68-57 E. 170 feet to the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantor herein by deed of Watson's Orchard Property Owners Association, Inc. recorded in the RMC Office for Greenville County in Deed Book 1141 at Page 1 on January 18, 1981.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 22nd day of August 19 86.

SIGNED, sealed and delivered in the presence of:

PELHAM PROPERTIES, INC. (SEAL)
A Corporation
By: J. B. Stephens
President

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22nd day of August 19 86. (SEAL)

Notary Public for South Carolina
My commission expires 1/17/90

-2 AUG 25 96 1325 4.00CI

RECORDED this 25 day of AUG 1986 at 2:17 P/ M. No. 7570

Exhibit

SJ-13

INDIRECT or GRANTEE Index to Deeds — Greenville County, S. C.

( ) Abstract Co. County Indexes Since 1900 — An Identifying Trade Mark

Open at Proper Tab according to First Letter or Letters of Name and refer to Buff Sub-Index sheet for page reference.

CITY FAMILY NAME DO IT by 77 © 1947 — SOLD BY WALKER, EVANS & CUDDIHY CO., CHARLESTON, S.C.

FILE NUMBER / DATE OF RECORD	GRANTEES FAMILY NAMES	GIVEN NAMES ABCDEFGH	GIVEN NAMES IJKLMNO	GIVEN NAMES PQRSTUVWXYZ	GRANTORS	BOOK	PAGE	No. of Acres	BRIEF DESCRIPTION, LOCATION, ETC. (Not Warranted)
37581									
41972	Stephens	Builders Wade			Builders + Developers	1166	314		Lot 8 Hunters Wood Sec 2
June 16 1986 42190	"	Betty	+	Donald W.	Lena L Wade	1268	759		Lot
June 17 1986 1582	"	Alan Lee			Builders + Developers Inc	1268	836		Hunters Wood Dr Hunters Trail Dr Lot 212 Cr Hunters Hill Rd +
July 11 1986 2205	"	Builders Inc			Builders + Developers Inc	1270	828		Lot 215 Hunters Woods Sec 2
July 16 1986 02208	"	Donald B.			Donald D. Stephens et al	1271	203		Lot 217 + 216 Crain Mt Clinic
July 16 1986 42213	"	Donald B.			Donald D. Stephens et al	1271	206		Lot 34 Burgess Hills
July 16 1986 47551	"		John Frank		Paul D. Maynard Jr	1272	204		Lots 734 + 736 Fairview Estates
Aug 1 1986 7870	"	Elizabeth R	+ Robert W		Jeanette L. Reeves	1272	474		Lot 29 Carol Dr Carol Ridge
Aug 25 1986 02662	"	J. B.			Gibbes Properties Inc	1274	237		Lot
Aug 27 1986 02661	"	J. B.	etal		Davis Electrical Contractors Inc etal	1274	460		Lot Cor Pelham + Proposed Lot 1 Pelham Dr Deed Bk 1177 Pg 980 Foundation Forms for Duplex on Lots 1 also Lot 2 also Lot Cor N Main + Academy
Aug 27 1986 8571	"	J. B.			J. L. Ayers Jr	1274	469		
Aug 28 1986 11083	"	Builders Inc			Builders + Developers Inc	1274	607		Lot 217 Hunters Woods Sec 2
Sept 16 1986 12465	"	Builders Inc			Builders + Developers Inc	1275	999		Lot 218 Hunters Woods Sec 2
Oct 1 1986 13965	Stevens		J. P. + Co. Inc		Patricia Haskell-Lohiman	1277	645		Lot Wade Hampton Blvd.
Oct 6 1986 13965	Stevens		J. P. + Co Inc		Patricia Haskell Lohiman	1277	646		Lot Lots 9 + 11 Wade Hampton Blvd
Oct 6 1986	"		J. P. + Co Inc.		Patricia Haskell Lohiman	1277	647		Lot Also Lot 1 Also Lot 2 Wade Hampton Blvd.

Exhibit

SJ-14

LAW OFFICES OF HANNAH R. WYATT & KAPPEL, P.C. 101 PETTIGRU STREET, GREENVILLE, SC 29601

BOOK 2053 PAGE 157

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that J. B. STEPHENS a/k/a JAMES B. STEPHENS in consideration of ONE AND 00/100 ($1.00)--- Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto JAMES B. STEPHENS, as Trustee for the James B. Stephens Revocable Trust Agreement dated March 19, 1996, amended by First Amendment to Revocable Trust Agreement dated February 22, 1999, as amended by Second Amendment to Revocable Trust Agreement dated June 20, 2001, and as amended by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003, its successors and assigns, forever:

PARCEL ONE:

ALL that certain piece, parcel or Tract of Land, situate, lying and being in the County of Greenville, State of South Carolina, containing 97.26 acres, more or less, as shown on a plat entitled "Survey for J. B. Stephens", prepared by W. R. Williams, Jr., dated May 2, 2000, and recorded of even date herewith in the Register of Deeds Office for Greenville County, South Carolina in Plat Book 47L, Page 13. Reference is hereby made to said plat for a more accurate metes and bounds description thereof.

This being the same property conveyed to J. B. Stephens by deed of John W. Humphries and Goldie M. Humphries dated February 20, 1970, and recorded in the RMC Office for Greenville County, South Carolina on February 23, 1970, in Deed Book 884, Page 636 and also by deed of Judy Hill dated March 2, 1971 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 910, Page 259.

TMS #0675.07-01-001.00
TMS #0675.07-01-004.00

EXEMPT

PARCEL TWO:

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township on the northern side of Pelham Road, being known and designated as Lot No. 4 as shown on plat entitled "Property of Harriet Cleveland Dobbins, Gertrude Cleveland McColn and Alice Cleveland Richardson" prepared by Piedmont Engineers and Architects, dated September 30, 1963, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern edge of Pelham Road at the joint front corner of Lots 3 and 4, which pin is 1,040 feet, measuring along the northern edge of Pelham Road, from the southeast corner of a lot belonging to Hungerford and running thence along the joint lines of Lots 3 and 4, N. 2-10 E. 440.0 feet to an iron pin on the line of other property belonging to the grantors; thence along the line of that property, S. 86-08 E. 300.0 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence along the joint line of said lots, S. 11-08 W. 453.8 feet to an iron pin on the northern edge of Pelham Road, N. 80-39 W. 115.0 feet to an iron pin; thence continuing along the northern edge of Pelham Road, N. 86-28 W. 115.0 feet to the beginning corner.

This being the same property conveyed to the J. B. Stephens and Ann Stephens by deed of Richard F. Watson, Jr. and Evelyn P. Watson, dated December 31, 1963, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 730, Page 119. Ann Stephens having deeded her undivided one-half interest to J.B. Stephens by deed dated September 4, 1984, recorded in the RMC Office for Greenville County, South Carolina on September 18, 1984, in Deed Book 1221, Page 979.

TMS #0543.03-01-007.06

PARCEL THREE:

101628

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, reivsed August 27, 1980, revised September 3, 1980 and revised December 1, 2, and 3, 1980 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said

tract, N. 68-57 W. 200 feet to a point; thence continuing N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84.07 W. 176.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the Southern side of Pelham Road; running thence with the Southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the Southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the Southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 99.5 feet; S. 85-33 E. 68.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 63 feet to a point; S. 72-58 E. 31.6 feet to a point; S. 68-57 E. 168.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

This being the same property conveyed to J. D. Stephens by deed of Pelham Properties, Inc. dated August 22, 1986 and recorded in the RMC Office for Greenville County, South Carolina on August 25, 1986, in Deed Book 1274, Page 237.

TMS #0543.03-01-057.01

PARCEL FOUR:

ALL that piece, parcel or tract of land in Butler Township, Greenville County, State of South Carolina, containing 11.447 acres, situate, lying and being on the norther side of Rocky Creek Road, and being known as property of James D. Stephens, as shown on plat thereof by C. O. Riddle, RLS, dated December 2, 1983, and recorded in the RMC Office for Greenville County in Plat Book _____, Page _____; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of Rocky Creek Road at the corner of property now or formerly belonging to Ola S. Harris, and running thence N. 17-55 W. 96.66 feet to an iron pin; thence N. 21-15 W. 145.0 feet to an iron pin; thence N. 75-09 W. 80.69 feet to an iron pin; thence S. 87-50 W. 125.69 feet to an iron pin in the line of property now or formerly belonging to Thomas M. Stevenson; thence along Stevenson's line N. 6-57 W. 700.38 feet to an old iron pin and stone; thence N. 74-46 E. 300.37 feet to an old iron pin; thence S. 55.03 E. 199.67 feet to an old iron pin; thence S. 54-05 E. 129.38 feet to an iron pin; thence S. 11-18 E. 336.84 feet to an iron pin; thence S. 11-18 E. 901.39 feet to an iron pin in the center of Rocky Creek Road; thence along the center of Rocky Creek Road as the line S. 81-44 W. 50 feet to an iron pin; thence continuing with the center of Rocky Creek Road S. 81-44 W. 212.28 feet to the beginning corner.

This being the same property conveyed to James B. Stephens by deed of A. M. Stephens, Jr., Hazel S. Jones, Frances S. Mason, Perry R. Stephens and Clinton Stephens dated February 24, 1984, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1211, Page 127.

(15)790- 5423-1-22.3 → 11.447A

TMS #0547.03-01-022.00

PARCEL FIVE:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, near Rocky Creek Baptist Church as shown on plat entitled "Property of James L. Miers and Susan E. Miers", prepared by R. B. Bruce, RLS, dated July 2, 1984 and recorded in the RMC Office for Greenville County, in Plat Book 10-S at Page 85 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property conveyed to James B. Stephens by deed of James L. Miers and Susan E. Miers dated July 12, 1990, and recorded in the RMC Office for Greenville County on July 13, 1990, in Deed Book 1405, Page 472.

TMS #0547.03-01-022.01

This conveyance is subject to any and all restrictions, easements, rights-of-way and/or zoning ordinances of record or actually existing on the premises.

Grantee's Address: 621 Pelham Road
Greenville, SC 29615

BOOK 2053 PAGE 159

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 15th day of July, 2003

SIGNED, sealed and delivered in the presence of:

J. B. STEPHENS

a/k/a JAMES B. STEPHENS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named J. B. STEPHENS, a/k/a JAMES B. STEPHENS sign, seal and as his act and deed deliver the within written TITLE TO REAL ESTATE and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of July, 2003

Notary Public for South Carolina (LS)
My commission expires:

Witness

BOOK 2053 PAGE 160

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville) AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____ ___, bearing _____ County Tax Map Number _____, was transferred by _____ _____ to _____ on _____ _____.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) ___Y___ exempt from the deed recording fee because (See Information section of affidavit): # 9 _____ _____

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No _____

4. Check one of the following if either Item 3(a) or Item 3(b) above has been checked (See Information section of this affidavit.):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
(b) _____ The fee is computed on the fair market value of the realty which is _____.
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes_____ or No_____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here: _____
(b) Place the amount listed in Item 5 above here: _____ (If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____

BOOK 2053 PAGE 161 Page 2 of 2

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

SWORN to before me this 29 day of August 2003

John T. Wyatt
Print or Type Name Here

Notary Public for SC
My Commission Expires:

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
(7) that constitute a contract for the sale of timber to be cut;
(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

FILED FOR RECORD IN GREENVILLE COUNTY SC R.O.D. OFFICE AT 01:06 PM
08 29 03 RECORDED IN DEED
BOOK 2053 PAGE 0157 THRU 0161
DOC # 2003101628
Judy A. Hix

Exhibit

SJ-15

Wm Dale McKinney, Attorney at Law, 1201 E. Washington Street, Greenville SC 29601

Grantee's Address: 408 Hidden Hills Drive, Greenville SC 29605

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

NO TITLE SEARCH PERFORMED

KNOW ALL MEN BY THESE PRESENTS:

That, James B. Stephens, as Trustee for the James B. Stephens Revocable Trust Agreement dated March 19, 1996, and as amended in various amendments thereafter, hereinafter referred to as Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and no other consideration, paid to Grantor by Pelham Farm, LLC, and Legacy One, LLC, and SESP, LLC, all being South Carolina Limited Liability Companies, hereinafter referred to as Grantees, at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, as tenants in common, their heirs and assigns forever, a total undivided one-percent (1.0%) interest in the following described property:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980 and revised December 1, 2, and 3, 1980 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road, either now or at that time; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-28 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the lines of said tract, N. 68-57 W. 230 feet to a point; thence continuing N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the Southern side of Pelham Road; running thence with the Southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the Southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the Southern side of Pelham Road, the following courses and distances, to wit: N. 87-55 E. 99.5 feet; S. 85-33 E. 61.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 108 feet to a point; S. 72-58 E. 63 feet to a point; S. 72-58 E. 31.6 feet to a point; S. 68-57 E. 168.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

DERIVATION: THIS BEING a portion of the property conveyed unto Grantor by deed of J. B. Stephens a/k/a James B. Stephens dated July 15, 2003 and recorded August 29, 2003 in the Greenville County Register of Deeds Office in Deed Book 2053 at Page 157.

TMS NO: 0543.03-01-057.01

The above-described property is conveyed subject to all easements, rights of way, and restrictions appearing of record and actually existing on the ground affecting such property.

TOGETHER, with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee and Grantee's Heirs/Successors and Assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto Grantee and Grantee's Heirs/Successors and Assigns against Grantor and Grantor's Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the hand and seal of Grantor this 15th day of April 2008.

Signed, sealed and delivered in the presence of:

James B. Stephens, as Trustee for the James B. Stephens Revocable Trust Agreement dated March 19, 1996, and as amended in various amendments thereafter

James B. Stephens, Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the Grantor sign, seal and as Grantor's act and deed deliver the written deed, and that said witness, together with the other witness whose name is also above subscribed, witnessed the execution of the within deed by Grantor.

SWORN to before me this 15 day of April 2008.

Notary Public for South Carolina (Seal)

My Commission Expires: 3-10-10
3-09-10 JSW

2008036072 3 PGS
Book:DE 2329 Page:1674-1676
April 17, 2008 12:56:58 Cons:$1,580.00
Rec'$10.00 Cnty Tax:$2.20 State Tax:$5.20
FILED IN GREENVILLE COUNTY,SC

BOOK 2320 PAGE 1675

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF CONSIDERATION
COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located in Greenville County bearing Tax Map Number 0543.03-01-057.01, was transferred by James D. Stephens, as Trustee on April 15, 2008.

3. Check one of the following: The deed is

(a) X Subject to the deed recording fee as a transfer for consideration paid, or to be paid, in money or money's worth.

(b) ____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) ____ The fee is computed on the consideration paid, or to be paid, in money or money's worth in the amount of _____

(b) ____ The fee is computed on the fair market value of the realty that is _____

(c) X The fee is computed on the fair market value of the realty as established for property tax purposes which is $1,560.00 (1% of $156,000.00)

5. Check Yes ____ or No ____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	$1,560.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
(c) Subtract Line 6(b) from Line 6(a) and place result here:	$1,560.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: $5.77

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

BOOK 2320 PAGE 1675

Signature of Responsible Person Connected with the Transaction

James B. Stephens, Trustee

SWORN to before me this 15 day of April, 2008.

Notary Public for South Carolina (L.S.)

My Commission Expires: ~~3-10-10~~ 3-09-10 gsw

FILED FOR RECORD IN GREENVILLE COUNTY,SC ROD
2008036072 Book:DE 2320 Page:1674-1676
April 17, 2008 12:08:58

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal or less than one hundred dollars;
(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
(7) that constitute a contract for the sale of timber to be cut;
(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity that may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
(13) transferring realty subject to a mortgage to the mortgagee whether by deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
(14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivision to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operated or to take functional control of electric transmission assets as defined the Federal Power Act.

Exhibit

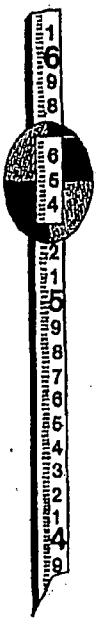
SJ-16

Tr	Instrument #	Book	Page	Date Filed	Document Type		Name		Associated Name	Legal Description	Status	Satisfaction Date	Image
57	2008002268	2184	91	01/07/2008	DEED	E	STEPHENS JAMES W	R	GILL WILLIAM P (+)	UNIT 8 BLDG C VILLAS ON THE GREEN N MYRTLE PROP REGIME 0525070108900	Perm		
14	2006018594	2191	1527	02/28/2006	QUIT-CLAIM DEED	R	STEPHENS JAMES B	E	STEPHENS ANDREW M M	INT 2.41 ACS PELHAM RD BUTLER TP	Perm		
3	2006019558	8	397	03/02/2006	SC TAX LIEN	R	STEPHENS JAMES	E	SC DEPARTMENT OF REVENUE	3-50696754-9	Perm		
58	2006021813	327	1623	03/08/2006	SATISFACTION OF MORTGAGE	R	STEPHENS JAMES G (+)	E	SUNTRUST BANK	SAT BK 4321-764	Perm		
18	2007108908	2298	388	11/01/2007	MEMORANDUM OF TRUST	E	STEPHENS JAMES B TRUSTEE (+)	R	STEPHENS JAMES B TRUSTEE (+)	MEMORANDUM OF TRUST AGREEMENT	Perm		
19	2007108908	2298	386	11/01/2007	MEMORANDUM OF TRUST	R	STEPHENS JAMES B TRUSTEE (+)	E	STEPHENS JAMES B TRUSTEE (+)	MEMORANDUM OF TRUST AGREEMENT	Perm		
111	2008003101	369	384	01/10/2008	SATISFACTION OF MORTGAGE	R	STEPHENSON JAMES C (+)	E	FEDERAL NATIONAL MORTGAGE ASSOCIATION	SAT BK 1429-494	Perm		
20	2008136072	2320	1674	04/17/2008	DEED	R	STEPHENS JAMES B TRUSTEE (+)	E	PELHAM FARM LLC (+)	INT 5 LTS PELHAM RD	Perm		

Exhibit

SJ-17

1979 Edition



GREENVILLE COUNTY SUBDIVISION REGULATIONS

GREENVILLE COUNTY COUNCIL

GREENVILLE, SOUTH CAROLINA

GREENVILLE COUNTY
SUBDIVISION REGULATIONS

Approved By The
Greenville County Council
October, 1979

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INTRODUCTION

Land subdivision is far more than a means of marketing land; it is the first step in the process of building a community. Much of the form and character of a community is determined by the quality of its land subdivisions and the standards that are built into them. Once land has been divided into blocks and lots, streets established, and utilities installed, the development pattern is permanently established and unlikely to be changed. For generations the entire community as well as the individuals who occupy such subdivisions will be influenced by the quality and character of their design. Subdivision regulations applied in advance of development thus provide a community with its only opportunity to insure that new neighborhoods are properly designed.

A variety of interests are involved in, concerned with, and affected by land subdivision. These include the landowner, the homeowner, the realtor, the developer, the builder, the investor, and, importantly, the district, city, county and state governments.

Because land subdivision affects the health, safety and welfare of the community in so many respects, its regulation and control has become widely accepted as a function of city and county government. The standards and requirements for land subdivision in the Greenville County subdivision regulations have been established to:

A. Assure sound economic land development for the landowner, the developer and the public.

B. Assure that land subdivision will fit into the land use pattern and general plan for the physical development of the county.

C. Assure that adequate provision will be made for necessary community and neighborhood facilities -- parks, schools, churches, shopping centers -- so that a harmonious and desirable environment will result.

D. Provide for minimum acceptable standards in the development of land subdivision with particular attention to such factors as utilities, drainage, street widths, street layouts, lot size, and improvements.

E. Provide for proper land records for the convenience of the public and for better identification and permanent location of real property boundaries.

F. Promote the public health, safety and welfare of all citizens.

HOW TO USE THE SUBDIVISION REGULATIONS

A. Confer with the Planning Commission and its professional staff to become thoroughly familiar with the subdivision requirements, the major thoroughfare plan, and other public improvements plans which might affect the area to be subdivided.

B. Discuss the preliminary design plan with the Planning Commission staff. This preapplication review by the planning staff may save the subdivider time and costly revision as well as possible savings through better design.

C. Contact the County Engineer for street and drainage specifications; contact of the South Carolina Department of Health and Environmental Control and municipal or water and sewer district officials for required water and sewer improvements and feasibility.

D. Have a preliminary plat prepared. Plat must include an accurate land survey prepared by a registered land surveyor.

E. Submit one (1) reproducible brownline sepia copy of the preliminary plat to the Planning Commission for preliminary approval 10 days prior to the Commission's regular monthly meeting. A filing fee shall be submitted to cover the cost of printing and distributing necessary copies of the preliminary plan to all applicable public agencies.

F. Develop the subdivision according to the approved preliminary plan and install improvements.

G. The developer shall have all improvements inspected by the appropriate public agencies as work progresses. Each inspecting agency is to write the Planning Commission concerning its approval or disapproval of all or part of the subdivision in question. If approved, these public agencies shall certify that improvements have been made in accordance with the Subdivision Regulations.

H. Prepare a final plat and submit two (2) copies of a reproducible mylar print seven days prior to the regular Planning Commission meeting. When approved by the Planning Commission, the Executive Director of the Planning Commission or his designated representative will sign the certificate of approval for recordation and the final plat.

I. The subdivider then records the plat with the County Register of Mesne Conveyance, and the subdivision lots are ready for sale.

GREENVILLE COUNTY, SOUTH CAROLINA

SUBDIVISION REGULATIONS

1.0 GENERAL

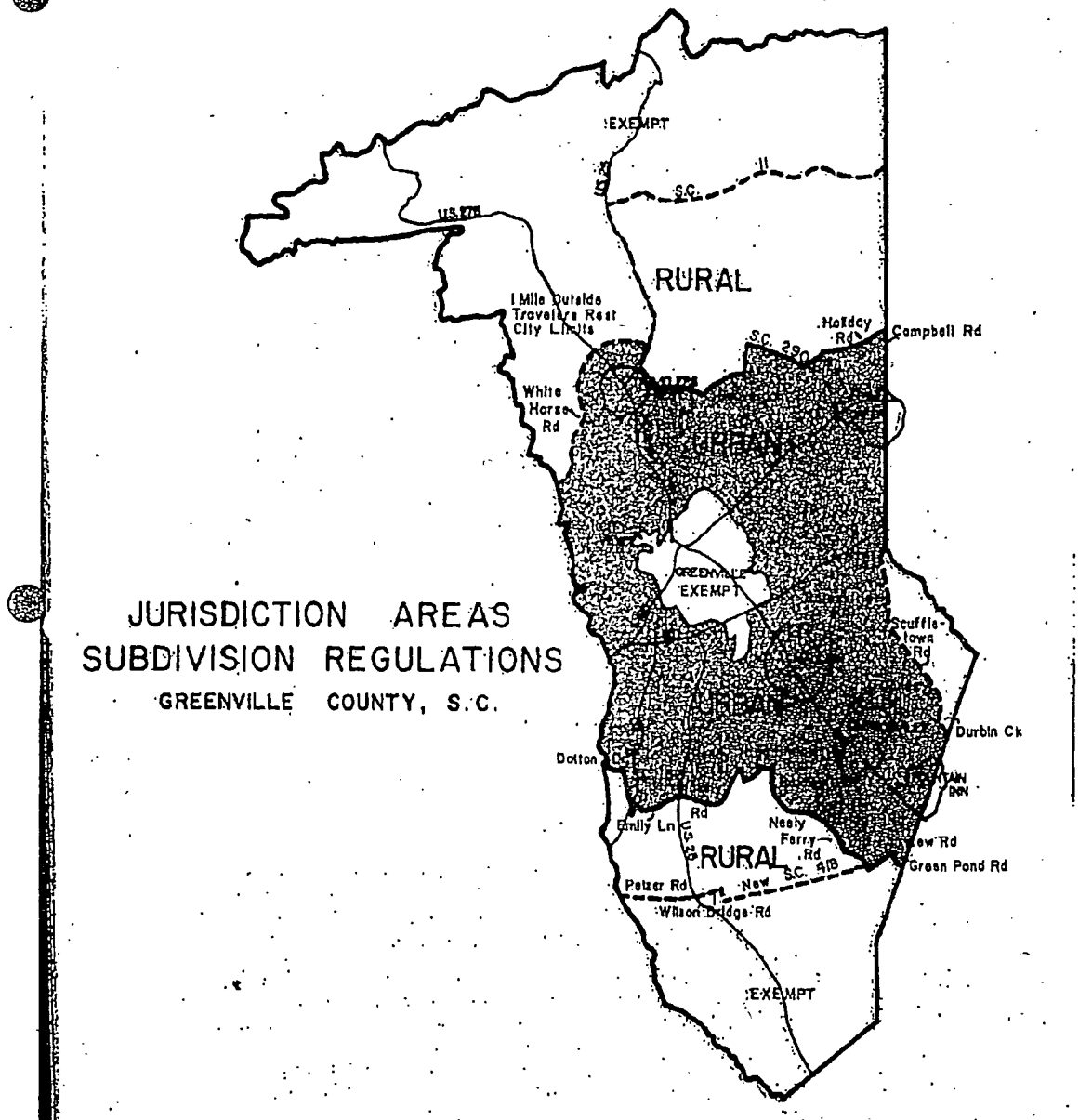
1.1 Authority

Pursuant to the authority granted to it under Title 14--Section 400.308, Code of Laws of South Carolina, as amended, the Greenville County Planning Commission does hereby adopt subdivision regulations to provide for the harmonious development of the county; coordination of streets within subdivisions with other existing or planned streets or with other features of the comprehensive development plan; adequate open spaces for traffic, recreation, light and air; and for a distribution of population and traffic which will tend to create conditions favorable to the health, safety, and welfare of the general public.

Hereafter, no plat of a subdivision of land within the area described in Section 1.2 below shall be filed or recorded until it has been submitted to and is approved by the Greenville County Planning Commission and such approval is entered in writing on the plat by the chairman or his authorized representative. The provisions of these regulations shall not apply to subdivision plat maps, which prior to the adoption of regulations governing the subdivision of lands were recorded in the office of the Greenville County Register of Mesne Conveyance.

1.2 Jurisdiction

The subdivision regulations adopted by the Greenville County Planning Commission shall apply to all new subdivisions located in all unincorporated areas of the county as shown on the Official Subdivision Jurisdiction Area Map on file in the Planning Commission office and in all incorporated areas except the City of Greenville and those incorporated places which have planning commissions and which have adopted development standards and subdivision regulations which are, in the opinion of the Planning Commission, equal to or more stringent than those adopted by the Planning Commission. The area defined above shall hereinafter be referred to as the subdivision jurisdiction area.


JURISDICTION AREAS
SUBDIVISION REGULATIONS
GREENVILLE COUNTY, S.C.
EXEMPT
S.C.
U.S. 276
RURAL
1 Mile Outside Travelers Rest City Limits
White Horse Rd
Holiday Rd
Campbell Rd
S.C. 290
GREENVILLE EXEMPT
Scuffletown Rd
Durbin Ck
Dolton
Bailly Ln
Neely Ferry Rd
S.C. 418
Green Pond Rd
Peter Rd
New
Wilson Bridge Rd
EXEMPT

1.3 Definitions

For the purpose of these regulations, the following definitions shall be used. Words used in the present tense include the future; the singular number includes the plural number; the plural number includes the singular number. The word "shall" is mandatory and not directory.

A. Alley - A minor, permanent public service-way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

B. Block - A piece or parcel of land entirely surrounded by public streets.

C. Building Setback Line - A line establishing the minimum allowable distance between the nearest portion of any building, excluding steps, gutters, and similar fixtures, and the property line when measured perpendicular thereto.

D. Commission or Planning Commission - The Greenville County Planning Commission.

E. Cul-de-sac - A street having one (1) end open to traffic and being permanently terminated within the plat by a permanent vehicular turn-around.

F. Easement - A grant by the property owner of a strip of land for use by the public, a corporation, or person for specified purposes. No construction of any kind is permitted upon easements except that required in connection with the designated use.

G. Group or Large Scale Development - A group or large scale development is a group of two or more principal structures, whether in single, condominium, or diverse ownership built on a single lot, tract, or parcel of land and designed for occupancy by separate families, firms, businesses, or other enterprises. Such development generally contains parcels or tracts of land in common and such land is controlled and maintained through a property owners' association or similar group.

H. Highway - A street or traffic way serving and designated as a State or United States route.

I. Lot - A portion of a subdivision or other parcel of land having a minimum of twenty (20) feet frontage on a public street and intended for transfer of ownership or for building purposes.

J. Lot, Corner - A lot abutting upon two (2) or more streets at a corner; a lot abutting upon two (2) or more streets at their intersection.

K. Lot, Double Frontage - A lot, other than a corner lot, abutting upon two (2) or more streets. A corner lot shall be considered having double frontage if it has access on three (3) or more sides.

L. Lot, Width - The distance between the side lot lines at the setback line as measured along a straight line parallel to the front lot line or parallel to the front lot lines or parallel to the chord thereof.

M. Reserve Strip - A strip of land adjacent to a public street or similar right-of-way which has been reserved for the purpose of controlling access to the public way.

N. Resubdivision - A combination or recombination of previously recorded lots or tracts of contiguous land for the purpose of creating building sites.

O. Roadway - That portion of a street intended for the use of vehicular traffic,

P. Street - A dedicated and accepted right-of-way for vehicular traffic, whether designated as highway, thoroughfare, lane, road, boulevard, or otherwise.

The following are definitions intended to distinguish between different categories of streets:

1. Arterial Streets - Streets of exceptional continuity, that are intended to carry the greater portion of through traffic from one area of the city to another.

2. Collector Streets - Those streets that are neither arterial nor residential streets. Their location and design are such that they are of exceptional continuity, serve as means of access to traffic generators, or serve as routes connecting streets between two arterial streets.

3. Residential Streets - Streets used primarily to provide access to adjacent properties and by nature of their layout do not serve vehicles passing through the area with either origin or destination within the area.

Q. Street Width - The shortest distance between the lines delineating the rights-of-way of a street.

R. Subdivider - Any person, individual, firm, partnership, association, corporation, estate, or trust, or any other group or combination acting as a unit, dividing or proposing to divide land so as to constitute a subdivision as herein defined, including any agent of the subdivider.

S. Subdivision - "Subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or a change in existing streets, and includes resubdivision and, where appropriate, to the process of subdividing or to the land or areas subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the local planning commission be informed and have record of such subdivisions:

1. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority;

2. The division of land into parcels of five acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the Planning Commission which shall indicate such fact on the plats.

T. Zoning - Any existing zoning ordinance of Greenville County, South Carolina, or its municipalities.

1.4 Violations and Penalties

The owner or agent of the owner of any land located within the jurisdiction of the Planning Commiasion as described herein who transfers or sells or agrees to sell such land by reference to or exhibition of or by other use of a plat of subdivision

of such land before such plat has been approved by the Planning Commission and recorded in the office of the County Register of Mesne Conveyance shall forfeit and pay a penalty of one hundred dollars for each lot so transferred or sold or agreed or negotiated to be sold. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from such penalties. The county may enjoin such transfer or sale or agreement by action for injunction or may recover the penalty by civil action.

Any person or entity who violates any of the provisions contained herein or any of the regulations adopted pursuant hereunder for which no other penalty is provided, shall upon conviction be fined not less than $10 nor more than $500 for each conviction. Each day of violation shall constitute a separate offense.

Nothing contained herein shall prevent the county from taking such other lawful action as is necessary to remedy any violation of these regulations.

1.5 Conflict with Other Laws, Ordinances, or Regulations

Wherever the requirements made under authority of these regulations impose higher standards than are required in any other statute or local ordinance or regulation, the provisions of these regulations shall govern. Wherever the provisions of any other statute or local ordinance or regulations impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulations shall apply.

1.6 Variances

Whenever, in the opinion of the Planning Commission, the strict application of the requirements contained in these regulations would result in substantial or excessive difficulties and hardships or injustices, the Planning Commission may modify such requirements so that the subdivider is allowed to develop his property in a reasonable manner, providing that the public interests of the county and its citizens are protected and the general intent and spirit of these regulations are preserved.

1.7 Amendments

Before the adoption of any amendment to these regulations the Planning Commission or County Council shall hold a public hearing thereon, the notice of which shall be given once a week for two consecutive weeks, the first of which shall appear not less than fifteen nor more than thirty days prior to the hearing date. The notice of hearing shall be made in a daily newspaper having general distribution in the county.

1.8 Interpretation

In interpreting the regulations expressed in this document they shall be considered as the minimum provisions for the protection of the health, safety and welfare of the general public.

1.9 Separability

If any section, paragraph, subdivision or provision of these regulations shall be judged invalid, such judgment shall apply only to that particular section, paragraph, subdivision or provision and the remaining sections of these regulations shall remain valid and effective.

1.10 Effective Date

These regulations shall take effect on and after September 15, 1967.

Amended - April 22, 1971
Amended - October 16, 1979

2.0 PROCEDURE

2.1 Preliminary Approval and Fees

Application for preliminary approval of a subdivision plan shall be submitted to the Greenville County Planning Commission ten days prior to the regular monthly meeting. A good brownline (sepia) reproducible copy of the preliminary plan of the subdivision shall be such as to meet the minimum requirements contained herein. Upon receipt of the proposed subdivision, the subject property will be posted by the Planning Commission staff. After the property has been posted the subdivision is submitted to the Subdivision Advisory Committee for their review and recommendation. The Advisory Committee is made up of representatives of the following:

S. C. Department of Highways & Public Transportation
County Engineer

Greenville Water System

South Carolina Department of Health and Environmental Control

Metropolitan Sewer Subdistrict

Greenville County Health Department

Western Carolina Regional Sewer Authority

Greer Public Works Commission

Blue Ridge Rural Water Co., Inc.

South Carolina Urban Forester

The Advisory Committee will meet at least three days prior to the Planning Commission meeting. The developer or his representative will be invited to attend this meeting. Also, any interested citizens may attend this meeting for information about the subdivision. Upon review of the subdivision by the Advisory Committee a recommendation is made to the Planning Commission. Based on the recommendation of the Subdivision Advisory Committee the Planning Commission approves or denies the proposed subdivision.

The Planning Commission shall act on the preliminary plan within 60 days and, if approved, shall indicate in writing the conditions of such approval, if any, or if disapproved, shall express in writing its disapproval and its reasons therefore. The action of the Planning Commission shall be recorded in the minutes of the Commission meeting.

On authorization by the Planning Commission, preliminary approval of the subdivision plan shall be noted on the plan and certified by the Executive Director of the Planning Commission or his designated representative. Also noted shall be the date on which the Planning Commission granted preliminary approval and the date of written notification to the subdivider or his authorized agent.

Upon approval of the preliminary subdivision plan by the Planning Commission, the subdivider may proceed to comply with the other requirements of these regulations and the preparation of the final subdivision plat.

Approval of a preliminary subdivision plan shall not constitute approval of the final subdivision plat. Preliminary approval shall constitute approval of the proposed widths and alignments of streets and dimensions and shapes of lots. Application for approval of the final (record plat) will be considered only after the requirements for final plat approval as specified herein have been fulfilled and after all other specified conditions have been met.

In order to cover the cost of printing and distribution of plats to local agencies a filing fee shall be paid prior to receiving preliminary plat approval. The filing fee shall be $10 plus 50 cents per lot, including out lots and reserve areas. The preliminary plat filing fee shall cover the approval of the final plat. All fees must be paid in full prior to the signing of any plat.

All preliminary approvals granted by the Planning Commission shall be for a period of time not to exceed one year unless an extension of time is applied for and granted by the Planning Commission. If the developer does not receive an extension the preliminary approval shall be null and void.

2.2 Preliminary Plan Requirements

A preliminary plan shall be submitted to the Planning Commission for approval in a scale of not less than one inch to two hundred feet or as specified below and shall include the following (see exhibit A):

A. The name of the subdivision or roadway, the owner or owners and their address, the name of the engineer, surveyor, landscape architect, land planner, etc., proposed street names, the names of the adjoining subdivisions or property owners and location of the proposed subdivision.

B. The location and right-of-way widths of all streets and roads adjacent to any property proposed for subdivision and whether they are public or private.

C. A location sketch showing the relationship of the property submitted for approval with adjoining property and to all streets or roads existing within 1000 feet of any part of the property to be approved. In addition the property will be located on this sketch from at least one highway or well known road or intersection by indicating the mileage to the nearest tenth to the property.

D. An accurate boundary survey of the property of the proposed subdivision showing bearings and distances prepared by a registered land surveyor licensed to practice in the State of South Carolina and a preliminary lot layout.

E. The location and size of sanitary and storm sewers; location and size of water mains; and other utilities immediately adjacent to the tract. Also, the names of the owners of the utilities should be included in the preliminary plan. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of nearest accessible mains.

F. Topographic maps with a minimum of ten-foot contour intervals.

G. The developer shall submit a basic drainage plan for preliminary approval. This plan will show anticipated catch basins' locations, piping, and drainage easements. Prior to receiving a letter of grade approval for water service installation, the developer shall provide a street centerline profile (see Section 2.2-L) and a detailed drainage plan. The detailed drainage plan shall have a separate topographic map with a minimum of ten-foot contour intervals showing the street and storm drainage plan by means of underground pipes using curb-type catch basins or surface ditches where applicable. These improvements shall be installed by the developer after approval by the County Engineer. Surface ditches will show easement or right-of-way. Also each drainage basin shall indicate basin area, design runoff coefficient, time of concentration and

average slope. Each run of pipe or channel will indicate size, design slope, design flow in CFS and velocity. All the above shall comply with adopted County drainage design and construction regulations.

H. The location of water courses, marshes, flood plains, wooded areas, houses, barns and other significant features on the land proposed for approval.

I. The location and width of all street rights-of-way and other areas proposed to be dedicated to the public or intended for public use and lot lines.

J. Scale, north arrow and date.

K. Total area, stated in acres, of the land proposed for subdivision.

L. At the time the drainage plan is submitted a center-line profile and plan for each street shall be prepared with the plan immediately above the profile. Scales shall be 1"-10' vertical and 1"-100' horizontal. The following will be shown:

1. Alignment information.

2. Existing and proposed centerline at no less than 100' stations.

M. Where the plan for the subdivision includes a lake or pond, existing or to be constructed, in connection with the development, the preliminary plan shall also be accompanied by a profile of the proposed dam structure including all design information.

N. If public water and sewer facilities are to be furnished, preliminary plans prepared by a registered engineer showing pipe sizes and invert elevations on all sewer lines and the location, construction and maintenance of private sewage treatment facilities shall be developed in cooperation with and under the supervision of the Environmental Quality Control Office of the South Carolina Department of Health

and Environmental Control and the Western Carolina Sewer Authority if applicable. If public sewage facilities are proven infeasible, the developer shall contact the Greenville County Health Department for septic tank approval information.

O. A copy of preliminary deed restrictions or restrictive covenants, if any, for the proposed subdivision shall be submitted to the Planning Commission. No deed restrictions or restrictive covenants shall stipulate lower standards than the minimum required herein.

P. Where zoning exists within Greenville County, including municipalities, all preliminary subdivision plans shall show the existing zoning classification for the area being platted and all abutting property, and such plan shall comply with the requirements of the zoning ordinance in effect in the area in question. If the area, or any part being platted, will not meet the minimum requirements of the zoning ordinance, and the developer's design requires the area to be rezoned, the developer must make an application for a zoning change with the appropriate authority and the application must be processed and approved by the appropriate legislative body prior to the approval of a preliminary subdivision plan.

Q. If the area, or any part of the area being platted, lies within a special sewer district this district shall be shown clearly on the preliminary plan.

2.3 Approved Preliminary Plans

One copy of the subdivision plan given preliminary approval shall be mailed by the planning staff to each of the following within 5 working days.

A. The subdivider and/or his authorized agent.

B. The Greenville County Planning Commission.

C. The director of public works or mayor of such city or town, or with the district commission chairman.

D. Greenville Water System and/or the water, fire, and sewer district in which the development is located.

E. S. C. Department of Highways and Public Transportation

F. County Supervisor

G. Western Carolina Regional Sewer Authority

H. County Engineer

I. Southern Bell Telephone Company

J. Greenville Post Office

K. School District of Greenville County

L. County Health Department

M. Environmental Quality Control Office, South Carolina Department of Health and Environmental Control

N. Duke Power Company

O. Piedmont Natural Gas Company

2.4 Summary Approval

The Executive Director or his designated representative shall be authorized to sign final plats of subdivisions on existing public streets without such subdivisions of land having first obtained preliminary approval, provided that such division of land meets the minimum requirements of these regulations and the required fees have been paid. Prior to receiving summary approval it shall be determined (in writing if necessary) that the lots have access to a public right-of-way which has been accepted by the County or the State Highway Depa rtment for continuous maintenance and that acceptable water and sewer service is available to all lots shown on the plat. Additionally, the County Engineer will be given the opportunity to require the developer to provide additional drainage information if necessary.

In the case of summary plats which contain not more than two lots, the developer will not be required to submit the standard final plat as shown in Exhibit B, but instead will be allowed to record the plat on a paper plat not to exceed 17½ x 23 inches which contains as a minimum the following information:

1. Street names
2. Lot lines and building lines
3. Lot and block book numbers
4. Reservation, easements, public access or sites for other than residential use with explanation of purpose
5. North arrow, graphic scale, date and title
6. Location and description of monuments
7. Name and location and ownership of adjoining unsubdivided property and the zoning of property
8. Name of subdivider or owner
9. Name of surveyor or engineer with appropriate certifications
10. Number of acres
11. Embossed seal of a registered land surveyor

All summary plats shall be stamped as such and signed by the Executive Director of the Greenville County Planning Commission or his designated representative. A file copy of the plat must be provided to the Planning Commission.

2.5 Record Plat

A record plat is defined as a plat which is used for the purpose of indicating ownership of existing recorded lots and represents a rerecording of specific properties by a new survey. It is intended to allow the rerecording of individual properties under one ownership to be rerecorded in the RMC Office without requiring the owner to conform to the strict definition of a subdivision. This section will also be applicable to mortgage plats or those plats which are used for financial purposes only and are not to be used to transfer property from one owner to the other.

A record plat may be recorded in the Office of the Register of Mesne Conveyance without any prior approval of the Greenville County Planning Commission or the Planning Commission staff, provided, such record plat has a certification from a registered land surveyor thereon which states, "this plat is not a subdivision as defined in the Greenville County Subdivision Regulations, Section 1.3, Paragraph S."

2.6 Final Approval.

The subdivider shall prepare a final map of the subdivision upon fulfillment of the requirements of these regulations and the conditions of preliminary approval, if any. The final plan map is the map prepared for recordation and is referred to as the final plat. Final plats shall be submitted to the Planning Commission seven days prior to the regular Planning Commission meeting.

No subdivision shall be given final approval until all improvements have been installed and certification of their acceptability has been submitted to the Planning Commission by the appropriate agencies, or the subdivision owner or his authorized agent shall have submitted security of the type prescribed by Section 2.10 of these regulations. No final plat shall be given final approval unless assurances have been made or certificates of acceptability have been received by the Planning Commission.

The Executive Director or his designated representative shall be authorized to sign the final plat upon compliance with all conditions and requirements of these regulations. Also noted on the final plat shall be the date that final approval must be recorded by the subdivider or his authorized agent in the Office of the Greenville County Register of Mesne Conveyance within seven (7) days of the date final approval was granted by the Planning Commission or such approval shall be void.

A subdivision owner or his authorized agent may request final approval of a portion or portions of the subdivision provided that such a request is in compliance with an approved preliminary plan and that the requirements of these regulations are met.

2.7 Final Plat Requirements

Two copies of the final plat (see Exhibit B) shall be submitted at a scale of at least one inch to one hundred feet, on reproducible three mil (.003) mylar. The final plat shall not exceed 22" x 27" overall dimensions. If the final plat is drawn in two or more sections, each section shall be accompanied by a key map showing the location of each section.

The final plat shall also meet the following requirements:

A. The title of each map shall contain the following information: subdivision name, name of owner and his address, location to county and state, the date or dates the survey was made, scale in feet per inch in words or figures and graphic scale, name, address, registration number and seal of the registered land surveyor who prepared the plat.

B. There shall appear on each map a certificate by the person making the survey stating the origin of the information shown on the map, including deeds and any recorded data shown thereon or written notice that no survey was made. If a complete survey was made, the error of closure as calculated by latitudes and departures must be shown. The maximum allowable error of linear closure shall not be in excess of 1:3000. Any lines on the map that were not actually surveyed must be clearly indicated and a statement included revealing the source of information. The certificates required shall be in substantially the form shown in Exhibit C.

C. If the area of land parcels is shown, the method of computation used by the surveyor must be shown. Area "by estimation" or copied from another source is not acceptable.

D. Every map shall contain the following specific information:

1. An accurately positioned north arrow coordinated with any bearings shown on the map. Indication shall be made as to whether the north index is true, magnetic or grid.

2. The final plat shall show sufficient data to determine readily and reproduce accurately on the gound the location, bearing, and length of every street and alley line, lot line, easement boundary line and other property boundaries, including the tangent and/or radius and other data for curved property lines, to an appropriate accuracy and in conformance with good surveying practice.

3. The names of adjacent landowners and lot, block and subdivision designations shall be shown where they have been determined and verified by the surveyor.

4. All visible and apparent rights-of-way, water courses, utilities, roadways, and other such improvements shall be accurately located where crossing or forming any boundary line of the property shown.

5. Steel or iron pipe survey markers at least twenty (20) inches long and one-half (½) inch in diameter shall be set at all lot corners and at all other survey points not marked by monuments.

The final plat shall present the full plan of development for the subject land, delineating by solid lines areas to be dedicated to the public for street, highway, park and other public purposes and indicating by broken lines easements for public or private uses, with such use clearly noted, and building setback lines. Plats accomplishing a resubdivision of land previously divided into streets and lots shall show existing property boundaries and lot designations in broken lines and proposed property boundaries and lot designations in solid lines.

E. Deed restrictions or restrictive covenants in a form suitable for recording shall be submitted with the final plat. No deed restriction or restrictive covenant shall stipulate lower standards than the minimum standard required herein.

F. The final plat shall show the existing zoning classification provided the subdivision is situated in a zoned area. The plat shall indicate all applicable yard requirements and other dimensional requirements contained in the zoning ordinance.

2.8 Effect of Approval and Recordation

Approval of the final plat and subsequent filing of such plat in the office of the Greenville County Register of Mesne Conveyance shall be deemed an offer to dedicate all streets and other public areas shown on the plat and recording the final plat shall have the effect of transferring title to the proposed streets and public areas to the County.

If street construction is not completed and approval is granted under the requirements of a performance bond to insure the completion of the streets, the developer shall then assume liability for damages which might be incurred by persons using the streets prior to the time that the streets are accepted by the County for continuous maintenance.

2.9 Final Plat Revisions

If it should become necessary to revise a final plat that has been recorded, the subdivider shall have his engineer or land surveyor submit a revised final plat under the provisions of Section 2.7 of these regulations.

2.10 Performance Bonds

The Planning Commission shall have no obligation to allow developers to post bond in lieu of completed physical improvements; however, it may permit such bonding if it so desires. When bonds are permitted, the developer shall submit actual cost estimates, prepared by the developer's contractors or sub-contractors to the Commission staff to cover full cost of all physical improvements. All bids shall be based on current cost estimates and the bond shall be secured for an amount one and one-quarter times the cost estimates. A developer may choose either of the following two methods to execute said bond:

A. A developer submitting a subdivision plat for final approval, whether an individual, partnership, or corporation, may execute his own bond if same is accompanied by an irrevocable letter of credit from a bank or savings and loan association, or cash, or a certified check, or certificates of deposit, or U. S. government securities properly securing the amount of the bond. If a developer is unable to comply with these requirements, a bond executed by a corporate surety satisfactory to the Commission shall be required (see Exhibit D).

B. A developer, in order to proceed with the development of said subdivision, and to assure the County of Greenville that the subdivision will be developed in accordance with the rules and regulations enacted by the Greenville County Planning Commission and to induce the said Planning Commission to give its approval of the plat, may submit an Assignment to Secure Performance Bond and Completion of Improvements. This assignment states that "said developer has secured a development loan from a lending institution, and that a specified amount of this loan, as verified by actual cost estimates submitted by contractors, will be held in escrow until all improvements required by the Greenville County Subdivision Regulations are complete and accepted by the appropriate agencies." The amount held in escrow for the requireimprovements will be in an amount one and one-quarter times the actual cost estimates (see Exhibit E).

All bonds shall be posted with the Commission for and on behalf of the County of Greenville. The initial bond will be in effect for one year, subject to all conditions.

When the Commission has approved a final plat and permitted bonding to insure completion of required improvements, and the developer has completed such improvements, the following procedure shall apply:

A. Inspections: After completing all road and drainage improvements, the developer shall notify the County Engineer that the improvements are ready for final inspection. Upon such notification the County Engineer shall perform final inspection of all required improvements.

After completing all public water improvements the developer shall notify the Greenville Water Works where applicable, or the Environmental Quality Control offices of the South Carolina Department of Health and Environ-mental Control, and appropriate district authority that the improvements are ready for final inspection.

After completing all sewer improvements, the developer's engineer shall certify to the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control and Western Carolina Sewer Authority where applicable and the appropriate district authority that the improvements are ready for inspection. The Environmental Quality Control officers of the South Carolina Department of Health and Environ-mental Control shall issue a permit to operate for water and sewer before systems are placed into service.

B. Notification to Commission: When the required improve-ments have been installed and accepted by the proper authority, that agency shall notify the Commission staff by letter. If the date of completion has passed and the improvements are not completed in accordance with Commission requirements, the proper authority shall notify the Commission and recommend that the bonding company be notified to complete the required work within a specified period of time.

C. Commission Action: The Planning Commission shall then act on the recommendations and either release the bond, call for completion of the required improvements within a specified period of time, or extend the bond for a period not to exceed six months. Prior to granting an extension, the Planning Commission shall review actual cost estimates and work to be completed to insure that the extended bond is adequate to cover the remaining work. All bond extensions shall be accompanied by a fee of $10.

2.11 Inspections

In addition to the above technical inspections by the appropriate agencies, the Subdivision Administrator for the Greenville County Planning Commission shall make such inspections as necessary to insure compliance with the Subdivision Regulations and the preliminary plat as submitted.

2.12 Dedications

After the adoption of a major street plan as provided by law, the county or other public authority shall not accept, lay out, open, improve, grade, pave, or light any street or authorize the laying of water mains, sewers,

connections, or other facilities or utilities in any street within the subdivision jurisdiction of the Greenville County Planning Commission unless such street has been accepted or opened as, or shall have otherwise received the legal status of, a public street prior to the attachment of the Planning Commission's subdivision jurisdiction, or unless such street corresponds in its location and lines with a street shown on a subdivision plat approved by the Planning Commission. The governing body may locate and construct or may accept any other street if the ordinance or other measure for such location and construction or for such acceptance is first submitted to the Planning Commission for its approval.

No subdivision shall be granted final (record) approval until the Planning Commission has received a statement duly acknowledged before some officer authorized to take acknowledgement of deeds and signed by each owner of the property and his spouse, if any, to the effect that: (1) the subdivision plan shown on the preliminary plan, or a reasonable revision thereof, is made with his or their free consent and in accordance with their desires; (2) the dedication of streets or roads shown on the plat is freely offered; (3) the property shown on the plat is not encumbered by a recorded deed of trust or mortgage or by a judgment rendered by any court. (If the property is encumbered by a recorded deed of trust or mortgage, a duly acknowledged statement containing the consent of the trustee and the holder of the lien shall be submitted. Proof of the satisfaction and discharge of any judgment shall also be shown.) Copies of the certifications required herein are available from the Planning Commission office (see Exhibit F).

2.13 Requirements for Group or Large Scale Developments

Flexibility in the requirements for improvements for group or large scale developments for housing, commercial, industrial or other uses may be granted at the discretion of the Planning Commission, provided that proposals for such planned unit development shall contain not less than five acres and shall be constructed as a unit by a single owner or by a joint action of a group of owners. Developments of this nature shall be consistent with zoning requirements of the area, if applicable.

A. The purpose of such action shall be:

1. To permit the creation of more desirable environments than would be possible through smaller piecemeal development of the individual tracts.

2. To encourage developers to use a more creative approach in the development of land.

3. To encourage a more efficient, aesthetic and desirable physical development pattern of the County.

4. To allow the use and development of private streets within group and large scale developments. These streets will be subject to design requirements as outlined in Section 3.4 of these regulations.

B. Before modifying the requirements of these regulations to permit construction of group or large scale developments for housing, commercial, industrial or other uses, the Planning Commission shall determine the following:

1. That the spirit of these regulations shall not be violated.

2. That the proposed development will harmonize with the existing development in adjacent areas.

3. That the proposed development will be a desirable addition to the physical pattern of the County.

Proposals for development under this section submitted to the Planning Commission for its approval shall include the necessary covenants, restrictions, financial guarantees and legal assurances to guarantee achievement of the project and any other information which the Planning Commission may deem necessary to make a sound decision.

2.14 Maintenance of Common Areas within Group or Large Scale Developments

The membership rights and obligations related to the common areas in a group or large scale development shall be described in covenants running with the land. All common areas shall be properly maintained and failure on the part of an individual, corporation, firm, partnership, or association to meet all maintenance obligations shall be in violation of this ordinance and subject to the penalties contained herein.

3.0 REQUIRED IMPROVEMENTS

Except as provided in Section 2.10, Performance Bonds, the following improvements shall have been completed and approved in accordance with the general standards specified below before any final plat of a subdivision shall be eligible for final approval by the Planning Commission.

3.1 Water Supply and Sewage Disposal Systems

A. General

The developer shall be required to install water supply and sewage disposal systems including fire protection in accordance with the standards, procedures and policies of the governing authority.

B. Procedure

Plans for proposed housing developments or any subdivision of land intended for housing lots shall be submitted, after a preliminary approval has been granted by the Planning Commission, to the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control, and to the elected or appointed water and/or sewer district bounded by law for their approval. Plans for individual sewage facilities shall be submitted at this time by the developer to the Department of Health and Environmental Control and the Western Carolina Regional Sewer Authority when applicable, for approval in accordance with their rules and regulations. The Planning Commission shall be notified in writing by the South Carolina Department of Health and Environmental Control and the applicable Sewer Authority of their action prior to granting final approval of the subdivision plat.

3.2 Public Water and Sewer Systems

All extensions of public water and sewer systems including fire protection systems shall have the approval of the appropriate agency involved and shall be constructed according to their specifications and under their supervision. For sewage facilities involving new discharge or sewage collection systems, a preliminary engineering report will be submitted to the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control for approval prior to preliminary approval being granted by the Planning Commission. The Planning Commission shall be notified in writing by the Environmental Quality Control office of the South Carolina Department of Health and Environmental control and where necessary the appropriate agency of its acceptance of these extensions prior to granting final approval of the subdivision plat.

3.3 Private Water and Sewer Systems

Prior to construction, all community (private water systems shall obtain a "Construction Permit" from the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control or Greenville Water Works, where applicable. The agency which issues the construction permit should be contacted when construction begins so they can make inspections. Upon completion and prior to placing the water system into service Environmental Quality Control will make a final inspection and issue a copy of their "Permit to Operate" to the Planning Commission.

Should public or community (private) water systems prove unfeasible, a statement of approval for individual wells shall be obtained from County Health Department.

Prior to construction, all community sewer systems shall obtain a "Construction Permit" from the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control. In order to make construction inspections, the Environmental Quality Control Office will be contacted when construction begins. Upon completion and prior to placing the sewer system into service, Environmental Quality Control will make a final inspection and issue a copy of their "Permit to Operate" to the Planning Commission.

Should public or private sewer systems prove unfeasible, a statement of approval for individual septic tank usage shall be obtained from the County Health Department. Individual permits shall be obtained from the County Health Department at the time of development of each lot.

If a water and/or sewer system is not connected to a municipal or district system and serves an area outside a municipality or district, the responsibility for the operation and maintenance of the total facility must be approved by the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control and the appropriate agency. This instrument must be recorded in the office of the Greenville County Register of Mesne Conveyance as required by the Department of Health and Environmental Control. Builders of systems which lie within the boundary of any legally constituted governmental jurisdiction such as a municipality or water and/or sewer district must submit written evidence to the Environmental Quality Control Office of the South Carolina Department of Health and Environmental Control that the facility is under the control of the municipality or district accepts responsibility for the operation and maintenance of the facility.

3.4 Roadway Classification, Design and Construction Standards

Before any final plat of a subdivision shall be eligible for final approval, the street improvements shall have been completed and approved in accordance with the detailed standards as set forth in this section. Such approval shall be set forth in writing by the County Engineer stating that said improvements are located within the corporate limits of a municipality. A letter of final acceptance from the municipality will be required prior to final approval being granted.

A. Classification

For the purpose of this ordinance all streets within the subdivision jurisdiction area shall be classified based upon the geographic location of the proposed street. The three classification areas are: urban residential, rural residential, and industrial/commercial.

1. Urban Residential

The Urban Residential area is an area classified by one or more of the following:

- The 1970 census as urban in character;
- The availability of water and sewer;
- Has the potential for being sewered within a reasonable period of time;
- Being included in the Greenville Area Transportation Study area.

a. Standard Urban: The Standard Urban street is designed to be used in areas which conform to the characteristics of an urban residential area.

2. Rural Residential

An area will be considered rural residential if it lies in an area which is rural in character and generally does not contain water and sewer. The rural residential classification contains four street classifications - the standard, mountainous, transitional, and mountainous transitional.

a. Standard. This street is intended to be used in all areas throughout the rural area as defined on the subdivision jurisdiction map, except under individual circumstances where specific conditions warrant the use of one of the other three rural street classifications.

b. Mountainous: A roadway is eligible for this design if it is within the rural residential jurisdictional area and if the immediate and surrounding terrain has an average minimum slope of 25% as determined by the County Engineer.

c. Transitional: A roadway is eligible for this street design if the following conditions are met:

1) The property is within the Rural Residential jurisdictional area.

2) No lots or parcels having frontage on a transitional roadway shall be smaller than five acres.

3) No lot or parcel can be resubdivided within ten years unless the road is upgraded to the next highest roadway standard.

4) No more than one dwelling unit may be placed on a lot having frontage on a roadway in the transitional rural classification.

5) The application of this classification shall have the joint approval of the County Engineer, County Supervisor and the Greenville County Planning Commission.

d. Transitional Mountainous: When all the conditions of eligibility are met for both transitional and mountainous classifications, a combined transitional mountainous sub-classification may be authorized by the County Engineer. The sub-classification requires all work to meet the mountainous standards except that the requirement for a surface course is deleted and replaced with a stabilized aggregate base only.

3. Industrial/Commercial

A roadway will be in this classification if, as determined by the Greenville County Planning Commission, it is wholly or partially within a zoned Commercial, Services, or Industrial district as established by any municipal or county zoning ordinance. In unzoned areas this classification will be applied to those areas exhibiting the character or intent of commercial or industrial use.

B. Design Standards

All streets and roads within the Subdivision Regulations jurisdiction area shall comply with the following design standards. To ascertain which standards apply to any specific classification refer to Design Standards Chart on page 27. In all instances where reference is made to a section of the South Carolina Highway Department Specification, it is the most recent edition.

1. Right-of-Way: A proposed right-of-way shall be of sufficient width to accommodate the required street cross section, but in no case shall the right-of-way be less than that required in the Design Standards Chart.

a. Construction of Right-of-Way - In instances where construction necessitates going beyond the normal right-of-way, a temporary right-of-way will be required to be given by easement.

2. Grades: The longitudinal grade on any proposed roadway shall be subject to the approval of the County Engineer. However, the minimum grade on any proposed street shall not be less than one percent and the maximum grade shall not exceed those listed in the Design Standards Chart.

All proposed street grades, when intersecting an existing street or highway, shall be constructed as to meet the same horizontal grade of the existing intersection and shall have an elevation for a distance of 20 feet equal to the curb line elevation of the existing street to which the proposed connection is being made. All proposed street connections to existing streets or highways having existing sidewalks crossing their intersection alignment shall be constructed by removal of the sidewalk to the new proposed curb radii. The minimum curb radius shall be ten feet, or as may be required by the County Engineer.

3. Horizontal Curves: Where a deflection angle of more than ten degrees in the alignment of the street occurs, the right-of-way shall be curved. The minimum horizontal radius of curvature at the centerline of proposed street

STANDARDS DESIGN CHART

		RIGHT OF WAY	ROAD-WAY WIDTH	GRADES	VERT. CURVES	HORIZ. CURVES	REVERSE CURVES	INTER-SECTING STREETS	STREET OFFSET	CUL-DE SAC	EASE-MENTS	CLEAR-ING & GRUBB-ING	SUB-GRADES	BASE COUR-SES	SURFACE COURSES	CROSS SECTION	TESTING	INS-PECTION	TEMP. & WEATHER RESTRICT.
RESIDENTIAL SERVICE STREETS	URBAN STANDARD	50'	24'	MAX 10% SEE 3.4-B-2	3.4-B-3 B-2	3.4-B-4 B-3	3.4-B-4 100'	3.4-B-6	3.4-B-6	3.4-B7	3.4-B-9	3.4-C-1	3.4-C-1	3.4-C-3 D.E.P.	3.4 C-4-A	3.4- C-5-A	3.4-C-6	3.4- C-7	3.4- C-8
	RURAL STANDARD	50'	24'	MAX 10% SEE 3.4-B-2	3.4-B-3 B-2	3A-B-4 B-3	3.4-B-4 100'	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-9	3.4-C-1	3.4-C-1	3.4-C-3	3.4-C-4 A.B.C.	3.4- C-5B	3.4- C-6	3.4- C-7	3.4- C-8
	RURAL MOUNTAINOUS	50'	20'	MAX 15% SEE 3A-B-2	3.4-B-3 B-2	3.4-B-4 B-3	3.4-B-4	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-9	3.4-C-1	3.4-C-1	3.4-C-3	3.4-C-4 A.B.C.	3.4- C-5C	3.4- C-6	3.4- C-7	3.4- C-8
	RURAL TRANSITIONAL	50'	20'	MAX 10% SEE 3.4-B-2	3.4-B-3 B2	3.4-B-4 B-3	3.4-B-4 100'	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-8	3.4-C-1	3.4-C-1	3.4-C-3	NOT REQ'D	3.4-C-5D	3.4-C-6	3.4- C-7	3.4- C-8
	RURAL MOUNTAINOUS TRANSITIONAL	50'	20'	MAX 15% SEE 3.4-B-2	3.4-B-3 B-2	3.4-B-4 B-3	3.4-B-4	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-9	3.4-C-1	3.4-C-1	3.4-C-3	NOT REQ'D	3.4-C 5E	3.4-C-6	3.4- C-7	3.4- C-8
	ARTERIAL STREET							AS REQUIRED OR RECOMMENDED BY G.R.A.T.S. OR G.C.P.C.											
	COLLECTOR STREET	60'	78'	MAX 7% SEE 3.4-B-2	3.4-B-3 B-2	3.4-B-4 B-3	3.4-B-5 150'	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-9	3.4-C-1	3.4-C-1	3.4-C-3 F	3.4-C-4 AB	3.4- C-5F	3.4- C-6	3.4- C-7	3.4- C-8
	INDUSTRIAL STANDARD STREET	60'	28'	MAX 7% SEE 3.4-B-2	3.4-B-3 B-2	3.4-B-4 B-3	3.4-B-5 150'	3.4-B-6	3.4-B-5	3.4-B-7	3.4-B-8	3.4-C-1	3.4-C-1	3.4-C-3	3.4-C-4 AB	3.4 C-5F	3.4- C-6	3.4- C-7	3.4- C-8

rights-of-way shall not be less than the following:

a. Standard Urban, Standard Rural, Transitional Rural -- 250 feet
b. Standard Industrial/Commercial, Collector Streets -- 450 feet
c. Mountainous Rural, Mountainous Transitional Rural -- These classifications shall be individually judged for acceptability by the County Engineer.

4. Reverse Curves: Reverse curves in the street rights-of way shall be connected by tangents of not less than the following dimensions:

a. Standard Urban, Standard Rural, Transitional Rural -- 100 feet
b. Standard Industrial/Commercial, Collector Streets -- 150 feet
c. Mountainous Rural, Mountainous Transitional Rural -- These classifications will be individually judged for acceptability by the County Engineer.

5. Intersecting Streets

a. Standard urban, standard rural, standard industrial/commercial, transitional rural and collector streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at an angle less than sixty (60) degrees.
b. Mountainous rural and mountainous transitional rural streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at an angle less than forty-five (45) degrees.

6. Street Offsets: Where there is an offset in the alignment of a street across an intersection, the offset of the centerline shall be as shown in the following chart:

SPEED LIMIT ON MAIN THROUGH STREET	OFFSET IN FEET
25 MILES PER HOUR	125 FEET
35 MILES PER HOUR	150 FEET
45 MILES PER HOUR	175 FEET
55 MILES PER HOUR	200 FEET

7. Cul-de-sac Streets: Streets designed to be permanently closed, or streets which may not be reasonably expected

to be extended in the future shall not be longer than 1200 feet and shall be terminated by a circular right-of way with a radius of not less than fifty (50) feet and a paved turning circle with a minimum outside diameter of seventy (70) feet with the exception of the standard industrial/commercial street classification which requires a circular right-of-way radius of 60 feet and a paved turning circle of 90 feet. These requirements may be waived where topographical or other unusual conditions exist. Extension of streets that presently end in cul-de-sacs will require the removal of the cul-de-sac and establishment of normal roadway cross section by the party making the connection.

8. Easements: The width, length and location of all easements for drainage and utilities shall be established by the appropriate agency involved and shown on the final plat.

C. Construction Standards

In addition to all design standards as previously listed, the following construction standards are required:

1. Clearing and Grubbing: All work will be required to conform to requirements and standards as set forth in Section 201, South Carolina Highway Department Specifications, most recent edition.

2. Subgrades: As specified in Section 208, South Carolina Highway Department Specifications, or sound, undisturbed natural subsoils.

3. Base Courses: To be one of the following types along with requirements set in Section 3.4-C-6 pertaining to testing.

a. Earth Type as specified in Section 303, South Carolina Highway Department Specifications, minimum depth of 6" compacted, with the additional requirements of having to have the proposed topsoil undergo a testing procedure by an independent testing laboratory at a rate of one test per three acres minimum, to substantiate its meeting Section 303.03 South Carolina Highway Department minimum standards. The results will be sent to the County Engineer and if the soil does not meet the requirements for topsoil, this base type will be disallowed.

b. Soil-Aggregate as specified in Section 304, South Carolina Highway Specifications, minimum depth of 6" compacted.

c. Stabalized Aggregate as specified in Section 306, South Carolina Highway Department Specifications, minimum depth 4". Industrial/Commercial and Collector Streets which require 8" compacted in two lifts.

d. Cement Stabilized Aggregate as specified in Section 308, South Carolina Highway Department Specifications, minimum depth 4½" compacted with the exception of Standard Industrial/Commercial and Collector Streets which require 6" compacted.

e. Road Mix Sand Asphalt as specified in Section 309, South Carolina Highway Department Specifications, minimum depth 5" compacted.

f. Hot Laid Asphalt Aggregate as specified in Section 311, South Carolina Highway Department Specifications, minimum depth 2" compacted with the exception of Standard Industrial/Commercial and Collector Streets which require 3½".

4. Surface Course: To be one of the following types while adhering to general specifications as set forth in Section 401, South Carolina Highway Department Specifications:

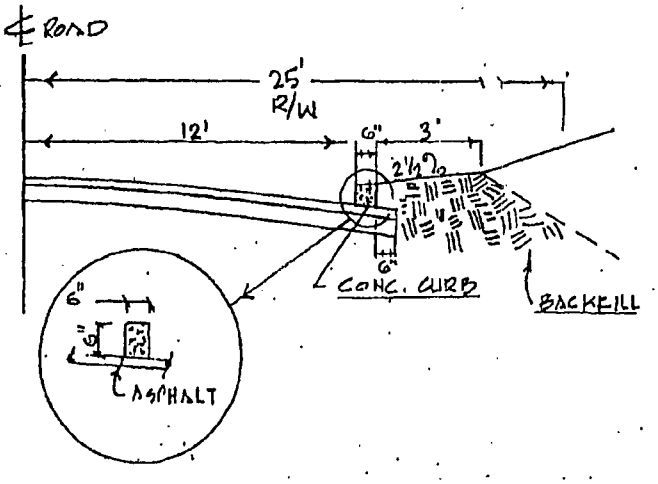
a. Hot Laid Asphalt Concrete Surface Course: As specified in Section 403, South Carolina Highway Department Specifications, minimum depth 1½" except when Hot Laid Ashpalt Aggregate Base is used which requires only a 1' minimum.

b. Portland Cement: As specified in Section 501, South Carolina Highway Department Specifications, minimum thickness 4".

c. Bituminous Surfacing (Triple Treatment): Rural Residential only as specified in Section 408, South Carolina Highway Department Specifications.

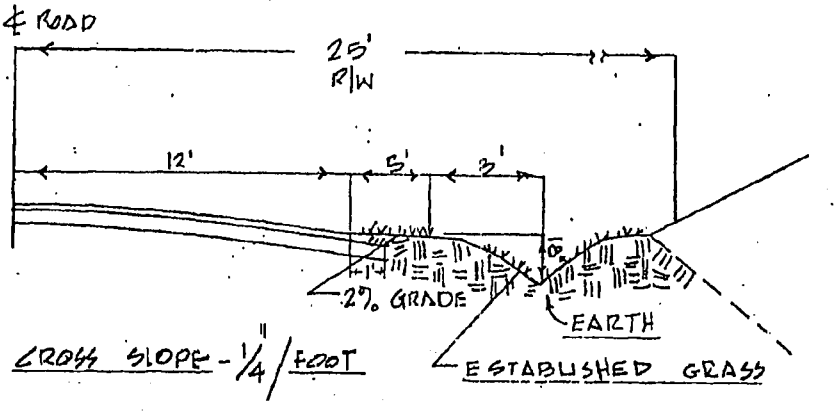
5. Roadway Cross Sections: All streets developed within the Greenville County subdivision jurisdiction area shall conform to the cross sections on pages 31, 32 and 33.

6. Compaction and Testing Requirements: Compaction of subgrade and base courses shall conform to Section 208 and 300 of the South Carolina State Highway Department Standard Specifications for Highway Construction, 1973 Edition. The County Engineer may require compaction and/or sieve analysis tests of the subgrade or base course. These tests will be at the expense of the developer and must be performed by an independent testing laboratory acceptable to the County Engineer.



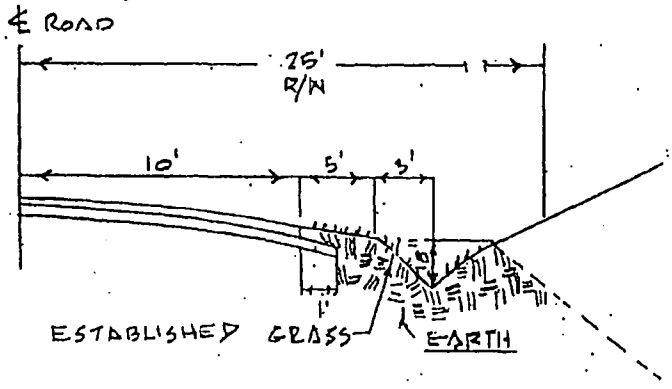
STANDARD URBAN

NOT TO SCALE



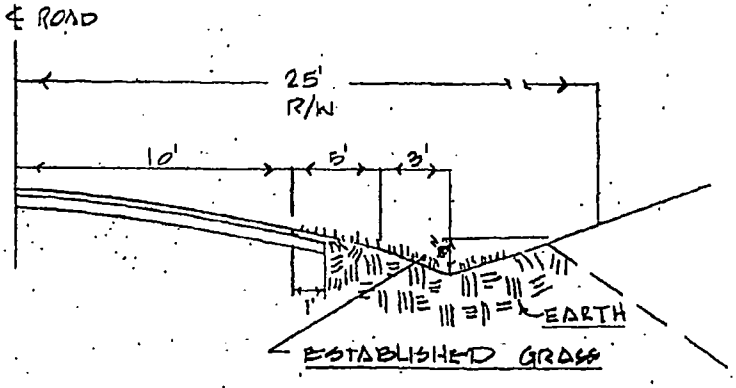
STANDARD RURAL

NOT TO SCALE



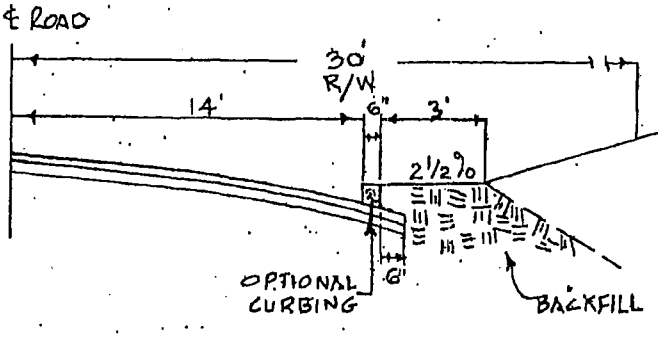
MOUNTAINOUS RURAL

NOT TO SCALE



TRANSITIONAL RURAL

NOT TO SCALE

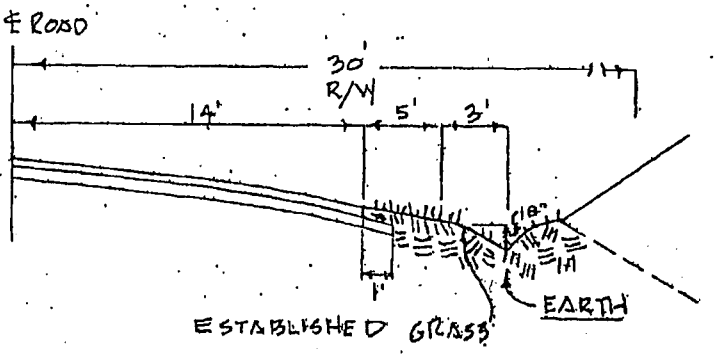


STANDARD INDUSTRIAL/COMMERCIAL

OR

COLLECTOR

NOT TO SCALE



-33-

7. Inspections: A minimum of twenty-four hours notice will be given for any requested inspection. If work is done prior to inspection it is done so at the contractor's and owner's own risk and may, upon decision of the County Engineer, be required to be removed and redone or have the quality substantiated by any tests deemed necessary. Inspections will be required for the following:

a. At completion of clearing and grubbing operations.

b. At completion of rough grading.

c. At completion of subgrade. All required test results will be reviewed at this time.

e. Before and after all prime and sealer applications.

f. During final pavement application.

g. Final acceptance inspection.

8. Temperature, Water Restrictions on Asphalt Paving Work:

a. No bituminous surfacing work shall be performed on a wet surface, or when the temperature is below 40 degrees Fahrenheit in the shade and falling or below 35 degrees Fahrenheit in the shade and rising, or when weather conditions are otherwise unfavorable.

b. The mixture shall be delivered to the spreader at a temperature between 225 degrees Fahrenheit and 325 degrees Fahrenheit and, except for sand asphalt mixture for base course construction, within 30 degrees Fahrenheit of the temperature set at the plant.

D. Drainage Design and Construction

1. Rainfall Estimation: Use 10 year average return frequency for a one-hour storm. Approximately 2.4 inches in Greenville County.

2. Runoff Computation: For all drainage basins less than 1,000 acres the rational method formula will be used, $Q = CIA$. For basins larger than 1,000 acres the Burkle-Ziegler formula will be used, $Q = AIC\sqrt[4]{S/A}$.

Q - Rate of runoff in cubic feet per second (cfs).

A - Area to be drained in acres. Land in the natural drainage basin but outside project area must be taken into consideration including future development within existing zoning regulations.

C - Runoff coefficient, being dependent upon the character of the surface drained. The following are guidelines:

SURFACE	MINIMUM	MAXIMUM
Concrete or Asphalt	.90	1.00
Bituminous Macadam	.70	.90
Gravel	.25	.70
Sand	.10	.40
Clay	.20	.60
Loam	.10	.45

COMPOSITE AREAS	MINIMUM	MAXIMUM
City, Business Areas	.60	.75
Suburban Residential	.35	.55
Rural Districts	.10	.25
Parks, Golf Courses, etc.	.10	.35

I - Intensity of rainfall in inches per hour considering concentration time.

S - Average ground slope in feet per 1,000 feet.

3. Storm Drainage, Piped - Use Manning formula to design all work, assuming pipe flowing full:

$$Q = \frac{1.486\ AR\ 2/3\ \ S\ 1/2}{N}$$

No pipe less than 15" in diameter will be allowed.

Q = Discharge in cfs.
A = Cross sectional area of flow in square feet.
S = Slope in feet per foot.
N = Coefficient of roughness.
R = Hydraulic Radius.
For reinforced concrete pipe use N = 0.013.
For corrugated metal pipe use N = .021.

All corrugated metal pipe used must be fully bituminous coated on the interior and exterior, 1/4 paved, banded and subject to prior approval by the County Engineer, minimum 16 gauge and 1-foot cover for corrugated metal pipe and reinforced concrete pipe.

V = Velocity of flow, not to exceed 12 F/S, or less than 2 F/S.

4. Storm Drainage - Open Channel - Use Manning formula to design all constructed channels. These channels will be uniform in cross section, see Exhibit G, and will be fully grassed or rip-rapped. If grass is used, acceptance of work will not be given until grass is well established, as determined by the County Engineering Department. The limiting velocities for grassed channels are as follows: (If these are exceeded, rip-rap will be required.)

COVER	SLOPE %	PERMISSIBLE VELOCITY FPS
Bermuda Grass	0-5	8
	5-10	7
	Over 10	6
Buffalo Grass, Kentucky Blue Grass, Smooth Brome and Blue Grama, Fescue	0-5	7
	0-10	6
	Over 10	5
Lespedeza, Serices, Weeping Love Grass, Yellow Bluestream, Alfalfa Crab Grass	0-5	3.5
Common Lespedeza Crab Grass	0-5	3.5

5. Construction - All pipe work will conform to the following:

a. All lines will be laid in accordance with Section 714, South Carolina Highway Department specifications. Strict compliance to backfilling and compaction restrictions and regulations will be enforced.

b. Inspection - The County Engineer will be advised of the time the contractor or utilities will be laying and backfilling pipe for inspections at random. If notification is not given, all work may be required to have inspection holes dug every 50 feet and, upon

evaluation by the County Engineer, possible total re-excavation and recompaction will be required. If, upon inspection, backfilling is in progress and no mechanical tamp is on the site, all work done that day will be redone with no test holes accepted.

6. Sub-surface Drainage - Will be subject to the following:

a. Where pipe underdrains are required, they shall be installed two and one-half (2½) feet in back of the curb and shall be properly connected to a permanent type drainage outlet such as a catch basin.

b. Pipe underdrains (invert) shall be a minimum of two feet below the bottom of the curb and shall be shown on the street profile.

c. Pipe underdrains shall be installed before the base course is placed.

d. In sections where mucking out and backfilling have been done, pipe underdrains shall be installed on both sides of the street.

e. Pipe underdrains shall be covered by stone of appropriate size on all sides to a one-foot dimension minimum.

f. Pipe underdrains will be required on both sides of the street in cut sections where the water table is within two feet of the centerline sub-grade.

g. Pipe underdrains will be required in addition as determined by the County Engineer.

h. Pipe underdrains shall not be covered over until they have been inspected by the County Engineer.

7. Cross Lines - All cross lines will follow requirements set forth in Section 3.4-D-5 with a minimum size of 15" and minimum length of 40'. All corrugated metal pipe will have full bituminous interior and exterior coverage, handed and subject to prior approval by the County Engineer.

8. Catch Basin Requirements - Catch basins shall be required to take surface drainage from gutters into a piped or open ditch. All stubs will be properly sized reinforced concrete pipe. These specifications also apply to drop inlets, collector boxes, junction boxes and spring boxes. Catch basins, drop inlets or storm water diversions will be constructed at points where the maximum allowable flow is reached according to the following table:

TYPE	GRADE	MAXIMUM ALLOWABLE CFS
Ditch	1.00 to 3.00%	24
	3.01 to 6.00%	42
	6.01 to 10.00%	56
	10.01 to 15.00%	69
Curb	1.00 to 3.00%	7
	3.01 to 6.00%	12
	6.01 to 10.00%	16
	10.01 to 15.00%	20

a. Materials - Mortar shall conform to subsection 719.06, South Carolina Highway Department specifications; Pre-cast drainage structures may be substituted after review by the County Engineer.

b. Size and Construction - All work shall conform to Exhibits H and I and demonstrate general good construction practices.

9. Miscellaneous Drainage Requirements

a. Definitions

(1) Primary Drainage Channels: All drainage channels, streams or creeks which drain an area of 500 acres or more.

(2) Secondary Drainage Channels: All drainage channels, streams or creeks which drain an area of less than 500 acres. This includes natural drainage ways which only flow during periods of heavy or continuous rain conditions.

b. Required Drainage Roadway and subdivision drainage shall be directed to a primary or secondary drainage channel within the immediate drainage basin.

c. Water Elevation in Lakes - Water elevation in lakes shall be not less than three feet below the elevation of the roadway right-of-way at any time.

d. Drainage Piped into a Lake - Where drainage outlet pipe discharges into a lake, rip-rap shall be placed under and around the end joint as needed and on slopes at the end of the pipe.

e. Damming Structures - No dams or structures performing as dams impounding water, or any portion of such a structure will be allowed on right-of-way. This further means that no County Road will pass over such a structure.

f. Pipe Drainage into a Stream or Ditch - Where a drainage outlet is an appreciable distance above the bottom of the stream or ditch into which it empties, a junction box with a stud and rip-rap or timber bent will be required. In all other instances the discharge pipe will be required to have rip-rap placed under and around the end joint as needed and on slopes at the end of the pipe. All discharge pipe over 36" in diameter will require the construction of an approved reinforced concrete headwall or reinforced masonry wall. See Exhibit G.

g. Open Channels - All constructed open channels, which have any direction changes exceeding 25 degrees will require rip-rap as directed by the County Engineer. Also refer to Exhibit G.

h. Drainage Easements - Drainage easements of the width listed below shall be provided and properly dedicated:

(1)

PIPE SIZE	WIDTH OF DRAINAGE EASEMENT
15" - 30"	15 Feet
36" - 54"	22 Feet
Over 54"	30 Feet

(2) For minor ditches with open channel flow the width of the drainage easement shall be equal to 15 feet.

(3) For major ditches or channels, the easement shall be equal to the maximum top width of the ditch plus an additional 25 feet.

(4) When drainage is taken into a lake, an adequate outlet from the lake of an approved design shall be provided.

(5) Rip-rap - Stone shall be hard quarry or field stone and shall be of such quality that it will not disintegrate upon exposure to water or weathering. The stone shall be suitable in all respects for the purpose intended. Stone shall vary in size from a maximum of 24" to a minimum of 6". The gradation shall be such that approximately 60 percent of the rip-rap is 10" in size. All rip-rap will be hand placed or satisfactorily machine placed.

3.5 Miscellaneous Regulations

A. Driveways - From the point a driveway crossed the right-of-way line on to its connection to the roadway, it shall be constructed of bituminous asphaltic material. No concrete will be allowed except if a concrete curb is used with a construction joint at the street junction. In addition, the elevation of the drive within the right-of-way shall be limited to a two percent maximum grade.

B. Sidewalks and Curbing - All sidewalks and curbs shall conform to the following regulations:

1. The concrete shall be batched and mixed in accordance with the provisions of Section 701, South Carolina Department of Highways and Public Transportation specifications.

2. Curbs and gutters shall be constructed in uniform sections ten to fifteen feet in length except where shorter sections are necessary for closure, but none less than four feet in length.

3. Forms shall not be displaced during concrete pouring and the concrete shall be spaded or vibrated throughout the entire volume, especially against forms and joints. The surface of the concrete shall be floated, troweled, broomed, corners edged and finished to the typical section, lines and grades.

4. Extruded or Slip Formed Curb and Gutter - This type curb may be used as long as it provides a 6" face against the pavement and the cross sectional shape is approved by the County Engineering Office. When slip-form or extruded curb is used, the aggregate size, amount of cement and proportions of all materials for the concrete may vary from previous requirements as necessary to provide a workable and satisfactory mix. Expansion and weakened joints shall be constructed at the same locations as required with formed construction. Weakened joints, spaced at 10 to 15 foot intervals, shall be made by cutting the concrete by an acceptable method. The manner of construction of all joints shall meet the approval of the County Engineer and shall present a workmanlike finish.

5. Joints -

a. Expansion Joints - Preformed expansion joints 3/4 inch thick, extending the full depth of the concrete, shall be constructed at the locations indicated on the plans and at other locations as follows:

(1) Whenever a sidewalk is constructed between an adjoining substantial structure on one side and a curbing on the other side, an expansion joint shall be formed adjacent to the curbing.

(2) An expansion joint shall be placed between the sidewalk and the radius curbing at street intersections.

(3) When sidewalks are constructed adjacent to existing or new pavements or structures, expansion joints shall be placed to match these existing joints.

(4) Where existing structures such as light standards, poles, fire hydrants, etc., are within the limits of the sidewalk area, they shall be surrounded with expansion joints.

(5) Transverse expansion joints shall be placed at intervals of not more than 100 feet in all concrete shapes.

b. Contraction Joints - The concrete slabs in sidewalks between expansion joints shall be divided into blocks, ten feet in length, by scoring transversely after floating operations are completed. Whenever the sidewalk slabs are more than ten feet in width, they shall be scored longitudinally in the center. All scoring shall extend for a depth of one inch and shall be not less than 1/4 inch nor more than 1/2 inch in width. All scoring shall be edged and finished smooth and true to line.

C. Patching - All patching deemed necessary will be done in the following manner: The area of failure will be cleaned out, sides and bottom, to solid, dry adjacent material before it is filled. Before filling, the patched area will be well primed and tacked. The fill material will be an approved patching material and compacted. The finished patch should be left 1/4 to 1/2 inch above the level of the surrounding pavement.

3.6 General Subdivision Design Standards

In addition to the other development standards set forth in this section, the following general subdivision design standards shall apply:

A. Property Lines at Intersections: The property lines at all intersections shall have a 25-foot setback from the Point of Intersection (PI) to the Point of Tangent (PT). Each Point of Tangent will be connected with a straight line. There will be no radius placed on property lines at any intersection.

B. Conformity to the Major Thoroughfare Plan: The location and width of all collector and arterial streets and roads shall conform to the official major thoroughfare plan as adopted. Existing streets shall be extended at the same or greater width but, in no case, less than the required minimum.

C. Reserve Strips: Reserve strips shall not be permitted. See Section E below.

D. Access to Community Facilities: Streets shall be designed or pedestrian walkway easements provided to assure convenient access to parks, playgrounds, schools, and other community facilities. Walkway easements shall not be less than twelve (12) feet in width.

E. Access to Adjoining Property: The proposed street system shall be designed and improved to provide for desirable access to unsubdivided property adjoining the subdivision.

No subdivision showing reserve strips controlling the access to public ways shall be approved, except where the control and disposal of land comprising such strips are definitely placed within the jurisdiction of the County Supervisor and under conditions meeting the approval of the Planning Commission.

F. Alleys: Except in unusual circumstances, no alleys shall be permitted. The Planning Commission may require that provisions be made to provide a secondary means of access for service trucks, etc., in areas of non-residential uses.

G. Easements: The width, length and location of all easements for drainage and utilities shall be established by the appropriate agency involved and shown on the final plat.

H. Half Streets: Whenever an existing half street is adjacent to a tract of land to be subdivided, the other half of the street shall be platted within such tract. New half streets shall be prohibited.

I. Along all existing roads within a planned subdivision a minimum right-of-way of 25 feet from centerline or whatever is consistent with the GRATS plan shall be provided.

J. Street Names and Street Markers: Proposed street names shall not duplicate or be phonetically similar to existing street names in Greenville County. Permanent street markers shall be installed by the developer in accordance with County specifications.

K. Sidewalks: The Planning Commission, in consultation with representatives of the School District of Greenville County, shall determine the need for providing sidewalks in residential areas within one mile of a school. If it is determined that a sidewalk is necessary for the safety of the students, the subdivision developer shall construct a concrete sidewalk on one side of all collector and arterial streets within the proposed development. Such sidewalks shall have a minimum width of five (5) feet and shall be located within the public right-of-way and one foot from the property lines.

L. Blocks: The following minimum standards are required to assure convenient access, circulation, control and safety of street traffic, as well as to provide suitable building sites:

1. Maximum length - 1,600 feet

2. Minimum length - 600 feet

3. Minimum width - Block widths shall be sufficient to allow two tiers of lots except where single tiers of lots will facilitate non-residential development, the separation of residential and non-residential development, or the separation of residential development from traffic arteries. However, no double frontage lots will be permitted.

M. Lots:

1. Access: All subdivision lots shall have direct access to and front on a public street.

2. Minimum Lot Size: Lots located in areas where a zoning ordinance is in effect shall conform to the zoning requirements. All other lots shall conform to the minimum standards as set forth in the R-7.5 Single-Family Residential zoning classification (County Zoning Ordinance) or County Health Department minimum standards, whichever are greater.

3. Side Lot Lines: Side lot lines shall, as nearly as practicable, be at right angles to straight streets or radial to curved streets.

4. Building Setback Lines: All lots located in the county zoning area shall conform to the zoning requirements. Building setback lines in unzoned areas shall be as follows:

a. Residential Service Street

Front setback - 30 feet
Side setback - 20 feet (corner lots only)

b. Collector Street

Front setback - 40 feet
Side setback - 30 feet (corner lots only)

c. Arterial Streets

Front setback - 50 feet
Side setback - 40 feet (corner lots only)

5. Area Subject to Flooding: Any plat of a subdivision submitted to the Planning Commission for its approval containing a lot having more than 1/3 of its area identified as a Zone A flood hazard area shall not be approved. A Zone A flood hazard area is an area that would be inundated by a flood having a one percent (1%) chance of occurrence in any given year (one hundred year flood). These lots shall be delineated and clearly marked as flood plains. Such delineation shall be measured and shown at the time of highest crest.

EXHIBITS

Exhibit A

PRELIMINARY PLAN

Subdivider's Check List

_____ 1. One (1) brownline (sepia) reproducible copy of preliminary plan and fee for printing and distribution of necessary copies.
_____ 2. Location map showing subdivision and surrounding area.
_____ 3. Scale: 1" = 200' or larger.
_____ 4. Name of subdivision and owner.
_____ 5. North arrow, graphic scale, date.
_____ 6. Boundaries of tract with bearings and distances.
_____ 7. Names of adjoining property owners.
_____ 8. The location of existing sewers, water and gas mains, and other utilities.
_____ 9. The location of existing streets, roads, bridges, culverts, railroads, water courses, etc.
_____10. Names, locations and approximate dimensions of proposed streets, easements, parks, reservations, lot lines, etc.
_____11. Topography.
_____12. Proposed lot lines, building lines and approximate dimensions.
_____13. Lot and block numbers.
_____14. Conformance to general requirements and minimum design standards.
_____15. Conformance to comprehensive plan.
_____16. Existing zoning of area.
_____17. Submitted ten (10) days prior to the fourth Wednesday of the month.
____ 18. Proposed water and sewer systems

PRELIMINARY PLAN LAYOUT

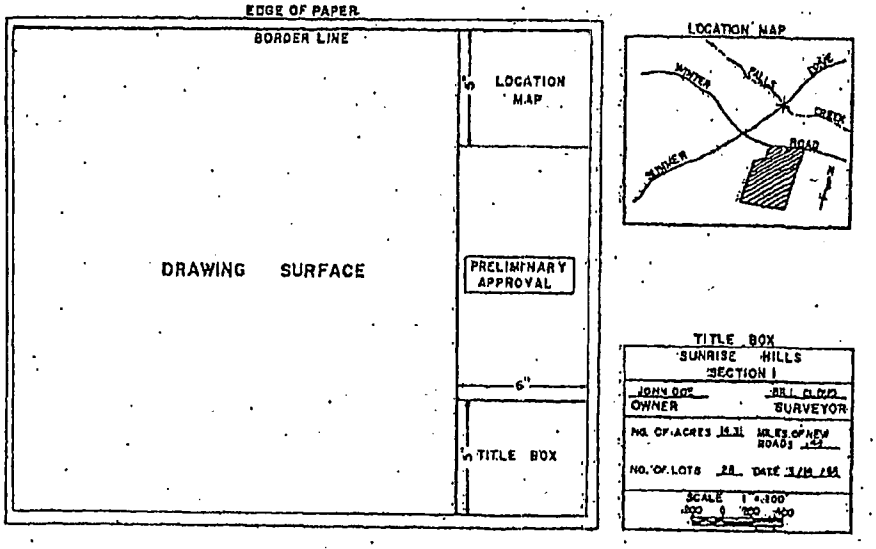


Exhibit B

FINAL PLAT

Subdivider's Check List

_____ 1. A check print of the final plat shall be submitted to the Greenville County Planning Commission for review three (3) days prior to requesting final approval.
_____ 2. Submitted within twelve (12) months of preliminary approval.
_____ 3. Two (2) reproducible three mil (.003) mylars.
_____ 4. Scale: 1" = 100' or larger.
_____ 5. Conforms to preliminary plan.
_____ 6. Names and lines of streets and roads.
_____ 7. Lot lines and building lines.
_____ 8. Lot and block numbers.
_____ 9. Reservations, easements, public access, or sites for other than residential use with explanation of purpose.
_____ 10. North arrow, graphic scale, date.
_____ 11. Location and description of monuments.
_____ 12. Name and location and ownership of adjoining unsubdivided property and the zoning of the property.
_____ 13. Required improvements have been installed and approved of $_____ performance bond has been approved by the County Attorney and accepted by the Planning Commission.
_____ 14. Location map showing subdivision and surrounding area.
_____ 15. Name of subdivider or owner.
_____ 16. Name of surveyor or engineer.
_____ 17. Number of acres and miles of new roads within subdivision.
_____ 18. A copy of the deed restrictions or restrictive covenants.
_____ 19. Certificates stamped and signed. For the convenience of the surveyor or engineer, the Greenville County Planning Commission will supply all certificates for final plats.

FINAL PLAT LAYOUT (Required)

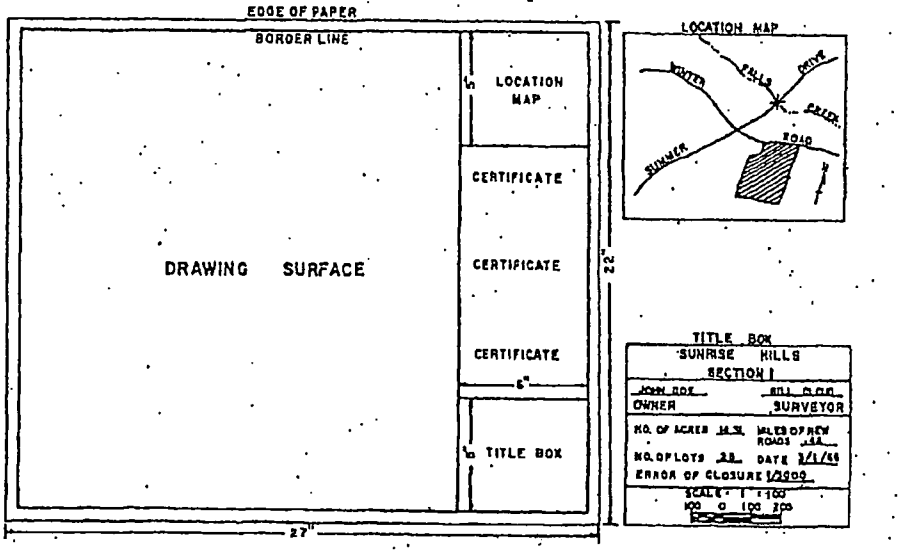


Exhibit C

CERTIFICATE OF ACCURACY

"I, _____, certify that this plan was (drawn by me) (drawn under my supervision) (an actual survey made under my supervision) from (an actual survey made by me) (deed description recorded in Book____, Page____, Book____, Page____, etc.) (other); that the error of closure as calculated by latitudes and departures is _____; that the boundaries not surveyed are shown as broken lines plotted from information found in Book____, Page____; that this plan was prepared in accordance with the Greenville County Subdivision Regulations as adopted."

_____ _____
Date REGISTERED LAND SURVEYOR

S. C. Registration No._____

****

CERTIFICATE OF OWNERSHIP AND DEDICATION

"The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent and that I (we) establish the minimum building restriction lines and hereby dedicate to public use as roads, streets, and easements, forever all areas so shown or indicated on said plat."

___/___/_____ Signed_____

___/___/_____ Signed_____

___/___/_____ Signed_____

___/___/_____ Signed_____

****

CERTIFICATE OF APPROVAL FOR RECORDING

"I hereby certify that the subdivision plan shown hereon has been found to comply with the Subdivision Regulations for Greenville County, with the exception of such variances, if any, as are noted in the minutes of the Greenville County Planning Commission of Greenville County, South Carolina, and that it has been approved for recording in the office of the County Register of Mesne Conveyance."

_____, 19____ _____
Chairman, Secretary, or
Director of Planning
Greenville County Planning
Commission

Exhibit D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal (hereinafter called the Principal), and _____, as Surety (hereinafter called the Surety), are bound unto the State of South Carolina and the County of Greenville for the use and benefit of the Greenville County Planning Commission, and for the use and benefit of all affected property owners within the hereinafter mentioned subdivision, in the full and just sum of _____ ($_____) Dollars, good and lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a final plat of the Subdivision known as _____ Subdivision, located in Greenville County, South Carolina, for approval of the Greenville County Planning Commission, which approval is a condition precedent to the right of the Principal to have registered in the Office of the Register of Mesne Conveyance of Greenville County, South Carolina, such plan of said Subdivision; and

WHEREAS, the Greenville County Planning Commission is unable to approve said plan of said Subdivision for registration until all improvements are completed or until proper assurance of completion is made; and

WHEREAS, there are approximately _____ ln. ft. in length and _____ ft. in width in said streets and curbs, and _____ feet of _____ inch water line, and _____ feet of _____ inch sewer line, and other improvements as follows _____, not yet completed, and that the total cost of providing these facilities would be as follows:

(a) Streets and curbs - $ _____

(b) Water lines - $ _____

(c) Sewer lines - $ _____

(d) Other - $ _____

TOTAL $ _____

WHEREAS, under the rules and regulations for land subdivision in Greenville County, State of South Carolina, adopted by the Greenville County Planning Commission, it is permissible for the Developer, in lieu of the completion of said improvements prior to seeking the final approval, to submit a corporate surety bond or other sufficient security that said improvements will be completed; and

WHEREAS, the Greenville County Planning Commission is willing to approve the final plat of said Subdivision for registration upon the execution of a corporate surety bond or other sufficient security according to said rules and regulations in the sum of _____ ($_____) Dollars guaranteeing completion of the specified improvements listed above within a period not to exceed twelve (12) months from the date hereof to the satisfaction of the Greenville County Planning Commission,

NOW, THEREFORE, if the Principal shall, within a period of twelve (12) months from date hereof, fully comply with all the terms hereof, this obligation shall be null and void, otherwise to remain in full force and effect, and the funds derived from said corporate surety bond or other security shall be used by the Greenville County Planning Commission for the purposes as set forth herein.

THIS _____, 19____.

_____ (SEAL)
Principal

Approved as to form:

_____ (SEAL)
Surety

_____
County Attorney

8-15-72

Exhibit E
Page 1 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ASSIGNMENT TO SECURE PERFORMANCE BOND AND COMPLETION OF IMPROVEMENTS

WHEREAS, the undersigned _____, hereinafter referred to as "Developer," is the owner of a tract of land located in the State of South Carolina, County of Greenville known or to be known as _____, and described as follows: _____ recorded in Plat Book _____ at Pages _____ in the RMC Office for Greenville County, and,

WHEREAS, in order to finance the development of said subdivision, the Developer has secured a loan from _____ of Greenville, South Carolina, hereinafter referred to as "Lender" and has on deposit and/or available for draw in an account with Lender $_____ from said loan, and

WHEREAS, in order to proceed with the development of said subdivision, and to assure the County of Greenville that the subdivision will be developed in accordance with the rules and regulations enacted by the Greenville County Planning Commission and to induce the said Planning Commission to give its approval of the plat of said subdivision subject to the requirements of a proper corporate surety bond or other sufficient security and to properly secure the Developer's bond as required by Section 2.10, Performance Bonds, Subdivision Regulations of Greenville County, Developer agrees as follows:

1. Developer shall proceed to comply with the development of the above-mentioned subdivision in accordance with the rules and regulations of the Greenville County Planning Commission.

2. Developer, as security for his assurance and bond that he will complete the subdivision in accordance with the rules and regulations as aforesaid, does hereby assign, transfer and set over to the County of Greenville via the Greenville County Planning Commission and its successors in office, _____ Dollars, which Developer has on deposit and/or is entitled to draw from Lender, and does hereby authorize and direct the said Lender to acknowledge the within assignment and to assure the County of Greenville, through the Greenville County Planning Commission, that the above-mentioned sum of $_____ less earned interest, shall be held by Lender in escrow for the benefit of the County of Greenville via the Greenville County Planning Commission to secure the aforesaid bond and guarantee the completion of the items hereinafter set forth, upon the terms and conditions of this agreement.

3. Developer agrees to complete, as promptly as possible, the items set out below, and the above-mentioned funds, less earned interest shall not be paid over or released to any person or firm until Lender is notified in writing by the Greenville County Planning Commission that said items have been completed in accordance with the applicable rules

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and regulations, with the understanding that as said items are completed and approved in writing by the Greenville County Planning Commission, the above-mentioned sum may be reduced or released to reflect items completed.

ITEMS TO BE COMPLETED ARE:

STREET IMPROVEMENTS -
including grading
drainage
surfacing
curbs

WATER

SEWER

OTHER

4. In the event any or all of the items to be completed are not completed by Developer within the required time, namely, _____, and upon written notice by the Planning Commission to Lender to this effect, the interest of the Developer in and to the above said funds shall cease, and said funds shall be applied by the Planning Commission for the completion of said items pursuant to the conditions set out herein, and Lender shall make said funds available to the Planning Commission subject only to the options set forth in Lender's Acknowledgement attached hereto.

5. The covenants herein contained shall be binding upon Developer and Lender and their heirs, executors, administrators, successors, grantees, and assigns. This agreement shall remain in effect until all items to be completed by Developer have been fully and satisfactorily completed and written notice of same has been forward by the Planning Commission to Lender. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the facts may require.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the _____ day of _____, 19____.

In the presence of:

_____ BY: _____
Developer

_____

LENDER'S ACKNOWLEDGEMENT

_____, the Lender in the above-mentioned transaction, acknowledges the above Assignment to Secure Performance Bond and Completion of Improvements and hereby agrees to hold the aforementioned sum of $_____ (less earned interest) in escrow according to the terms thereof, subject only to the following:

Exhibit E
Page 3 of 3

In the event the items to be completed by Developer hereunder are not completed and the Lender receives written notice by the Planning Commission of said default by Developer, Lender shall perform one of the following: (1) pay said funds to the Planning Commission or the party designated by the Planning Commission after the work has been completed and inspected and approved by the Lender and the Planning Commission; and neither Lender nor the Planning Commission shall unreasonably withhold approval, or (2) the Lender may have the necessary work done as expeditiously as is reasonably possible, and have the funds applied to the cost thereof, after inspection and approval of said work by the Planning Commission, or (3) the Lender may foreclose its mortgage with the condition that the Lender guarantee the Planning Commission that the Purchaser at any sale will complete said items as expeditiously as is reasonably possible, to the approval of the Planning Commission. Lender shall notify the Planning Commission of its choice among said options within fifteen (15) days of receipt by Lender of notice from the Planning Commission indicating that Developer has defaulted.

Executed this _____ day of _____, 197___.

In the presence of:

_____ BY: _____ (SEAL)
Lender

_____

8-15-72

Exhibit F
Page 1 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

STATEMENT OF DEDICATION & TRANSFER OF STREETS AND ROADS TO GREENVILLE COUNTY FOR PUBLIC USE BY A CORPORATION

KNOW ALL MEN, that _____, a Corporation, is the owner in fee simple of land which it has caused to be subdivided as a subdivision named _____, as shown on a plat which is on file in the office of the County Planning Commission of Greenville County, and a copy of which upon approval by the County Planning Commission will be recorded in the office of the County Register of Mesne Conveyance.

That the Corporation freely offers, grants and dedicates to those who may purchase said property or any part of it, to the general public and to Greenville County the use and control of the streets and roads shown on said plat of property for public use.

The property shown on said plat is not encumbered by mortgage, judgment, or other lien or encumbrance, except: _____

IN TESTIMONY WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officer and has caused its Common Seal to be affixed thereto.

Witness the Grantor's (s') hand(s) and seal(s) this _____ day of _____, 19 ____.

Signed, Sealed and Delivered
in the presence of:

_____
Name of Corporation

By: _____
President (or other authorized officer)

Approved as to form: _____, County Attorney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me _____, who first being duly sworn, deposes and says that (s)he saw the within named Corporation, by its duly authorized officer, _____ as _____, deliver the within Dedication and that (s)he, with _____, witnessed the execution thereon.

_____

SWORN to before me this
_____ day of _____,
19 ____

_____
Notary Public for South Carolina
My commission expires:

Filed for registration _____ o'clock _____M _____, 19 ____, and registered in the office of the County Register of Mesne Conveyance of Greenville County, South Carolina, in Book _____, Page _____.

By: _____
Register of Mesne Conveyance

Fee $ _____ Paid

Exhibit F
Page 2 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

STATEMENT OF OWNERSHIP AND CONSENT TO DEDICATE STREETS AND ROADS TO GREENVILLE COUNTY FOR PUBLIC USE

KNOW ALL MEN, that I(we), the undersigned, am(are) the owner(s) in fee simple of lands which I(we) have caused to be subdivided as a subdivision named _____, as shown on a plat which is on file in the office of the County Planning Commission of Greenville County, and a copy of which upon approval by the County Planning Commission will be recorded in the office of the County Register of Mesne Conveyance.

That I(we) freely offer, grant, and dedicate to those who may purchase said property or any part of it to the general public and to Greenville County the use and control of the streets and roads shown on said plat of property for public use.

The property shown on said plat is not encumbered by a mortgage, judgment, or other lien or encumbrance, except: _____

_____

IN TESTIMONY WHEREOF, the undersigned owner(s) has(have) set his(their) hand(s) and seal(s).

Witness the Grantor's(s') hand(s) and seal(s) this _____ day of _____, 19___

Signed, Sealed and Delivered in the presence of:

_____ (SEAL)

_____ (SEAL)

_____

_____

Approved as to form: _____, County Attorney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me _____, who first being duly sworn, deposes and says that (s)he saw the within named _____ sign, seal and as his (her) act and deed deliver the within Dedication and that (s)he, with _____, witnessed the execution thereon.

SWORN to before me this _____ day of _____, 19___

_____

_____

Notary Public for South Carolina
My commission expires:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, _____, a Notary Public in and for South Carolina, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, whosoever, renounce, release, and forever relinquish unto the within named Greenville County, South Carolina its successors and assigns, all her interest and estate, and also all her right, title, and claim of dower of, in, or to all and singular the premises within mentioned and released.

_____ (SEAL)

Given under my hand and seal this _____ day of _____, 19___

_____

Notary Public for South Carolina

Filed for registration at _____ o'clock ___M. _____, 19___, and registered in the office of the County Register of Mesne Conveyance of Greenville County, South Carolina, in Book _____, Page _____

By: _____
Register of Mesne Conveyance

Fee $ _____ Paid.

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Exhibit F
Page 1 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

STATEMENT OF INTEREST AND CONSENT BY MORTGAGEE TO DEDICATION OF STREETS AND ROADS TO GREENVILLE COUNTY FOR PUBLIC USE

TO GREENVILLE COUNTY, SOUTH CAROLINA:

The undersigned is the holder and owner of a certain note or notes secured by a mortgage which is a lien upon lands subdivided, and owned by _____ and which lands are shown on a plat of said property, the subdivision being named _____, a copy of which plat is on file in the office of the County Planning Commission of Greenville County and a copy of which upon approval by the County Planning Commission will be recorded in the office of the County Register of Mesne Conveyance. The mortgage above referred to is recorded in Book ___, Page ___, office of the County Register of Mesne Conveyance.

The undersigned hereby consents to and approves the dedication and use of the portion of the lands described in the mortgage above referred to for public use of the streets and roads as shown on the plat of said property, and releases the lien of (his) its mortgage therefrom.

IN TESTIMONY WHEREOF, said mortgagee has hereunto let his hand and seal, or if a corporation, has caused these presents to be signed by its duly authorized officer(s) and has caused its Common Seal to be affixed thereto.

Signed, Sealed, and Delivered in the presence of:

_____
_____
_____

_____
Mortgagee (if individual)

_____
Mortgagee (if corporation give name)

By: _____
President (of other authorized officer)

Approved as to form:

_____
County Attorney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me _____ who first being duly sworn, deposes and says that (s)he saw the within named _____ sign, seal, and as his (her) act and deed deliver the within Dedication and that (s)he, with _____, witnessed the execution thereon.

SWORN to before me this ___ day of _____, 19 ___.

_____

_____
Notary Public for South Carolina
My commission expires:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me _____, who first being duly sworn, deposes and says that (s)he saw the within named corporation, by its duly authorized officer, _____, as _____, deliver the within Dedication and that (s)he, with _____, witnessed the execution thereon.

SWORN to before me this ___ day of _____, 19 ___.

_____

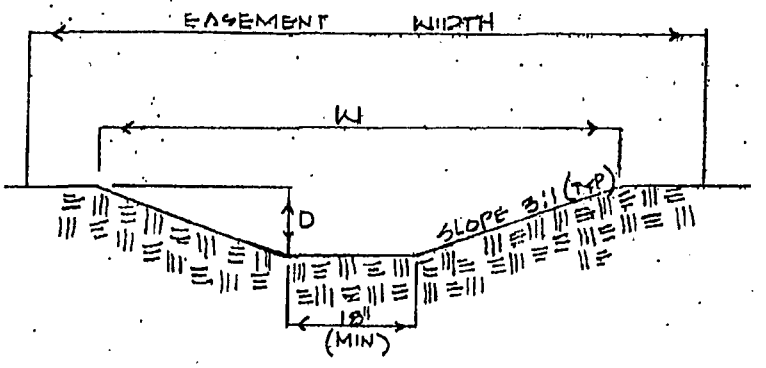
_____
Notary Public for South Carolina
My commission expires:

Filed for registration at _____ o'clock ___ M. _____, 19 ___, and registered in the office of the County Register of Mesne Conveyance of Greenville County, South Carolina, in Book ___, Page ___.

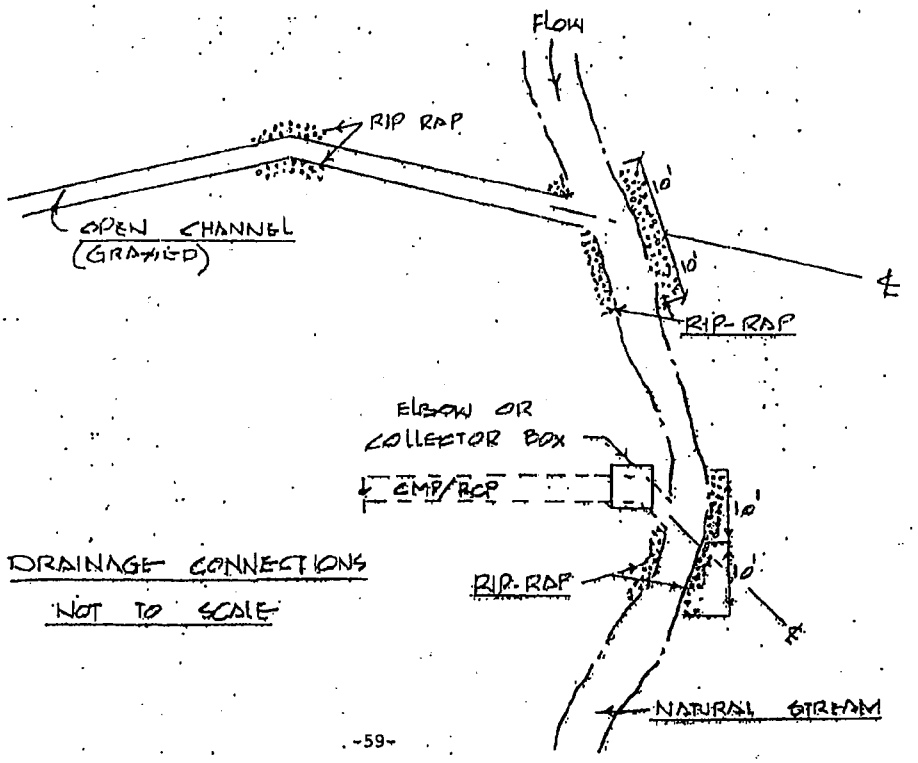
By: _____
Register of Mesne Conveyance

Fee $ _____ Paid

EXHIBIT G



OPEN CHANNEL DRAINAGE DETAIL
NOT TO SCALE



DRAINAGE CONNECTIONS
NOT TO SCALE

EXHIBIT H

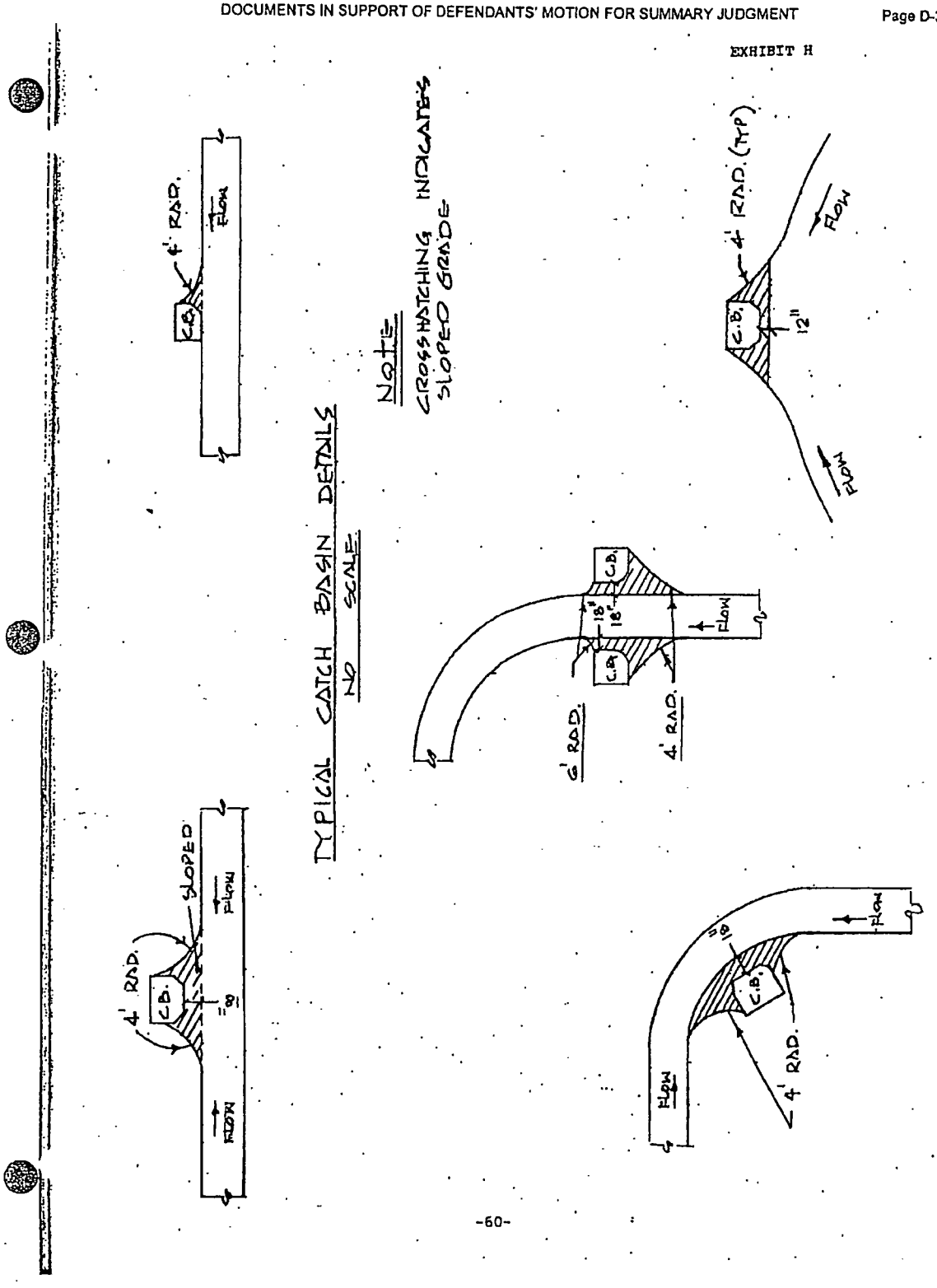
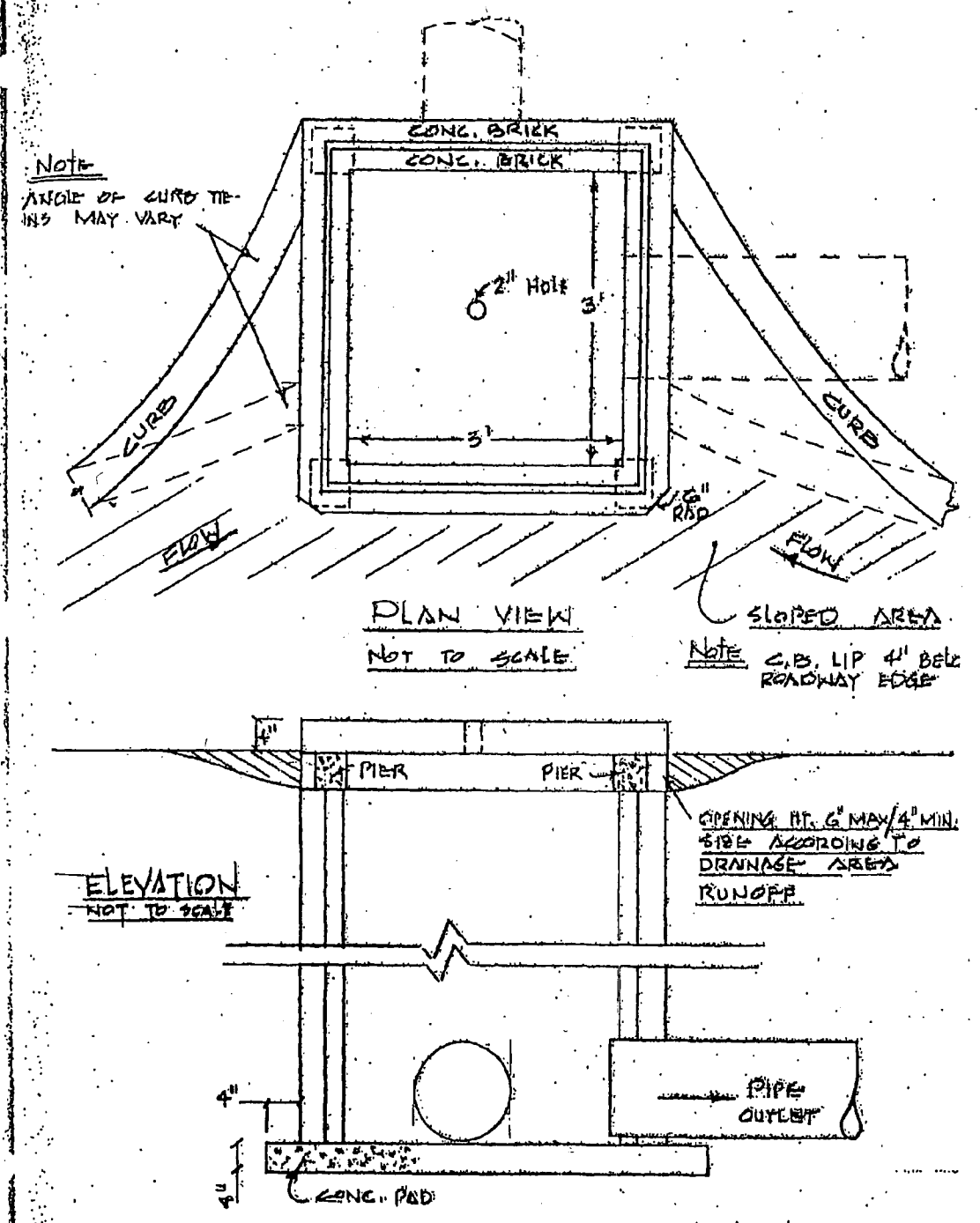
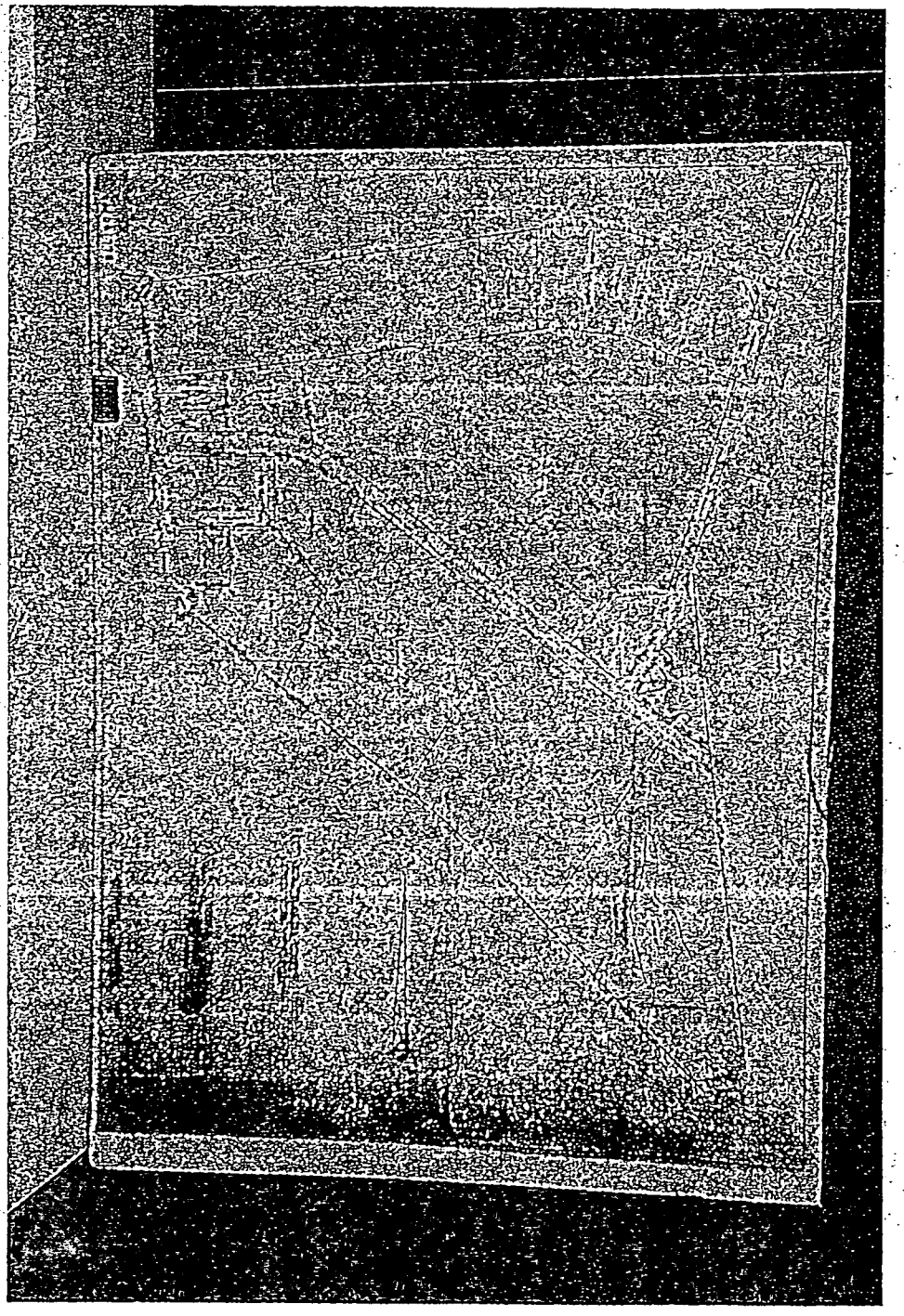
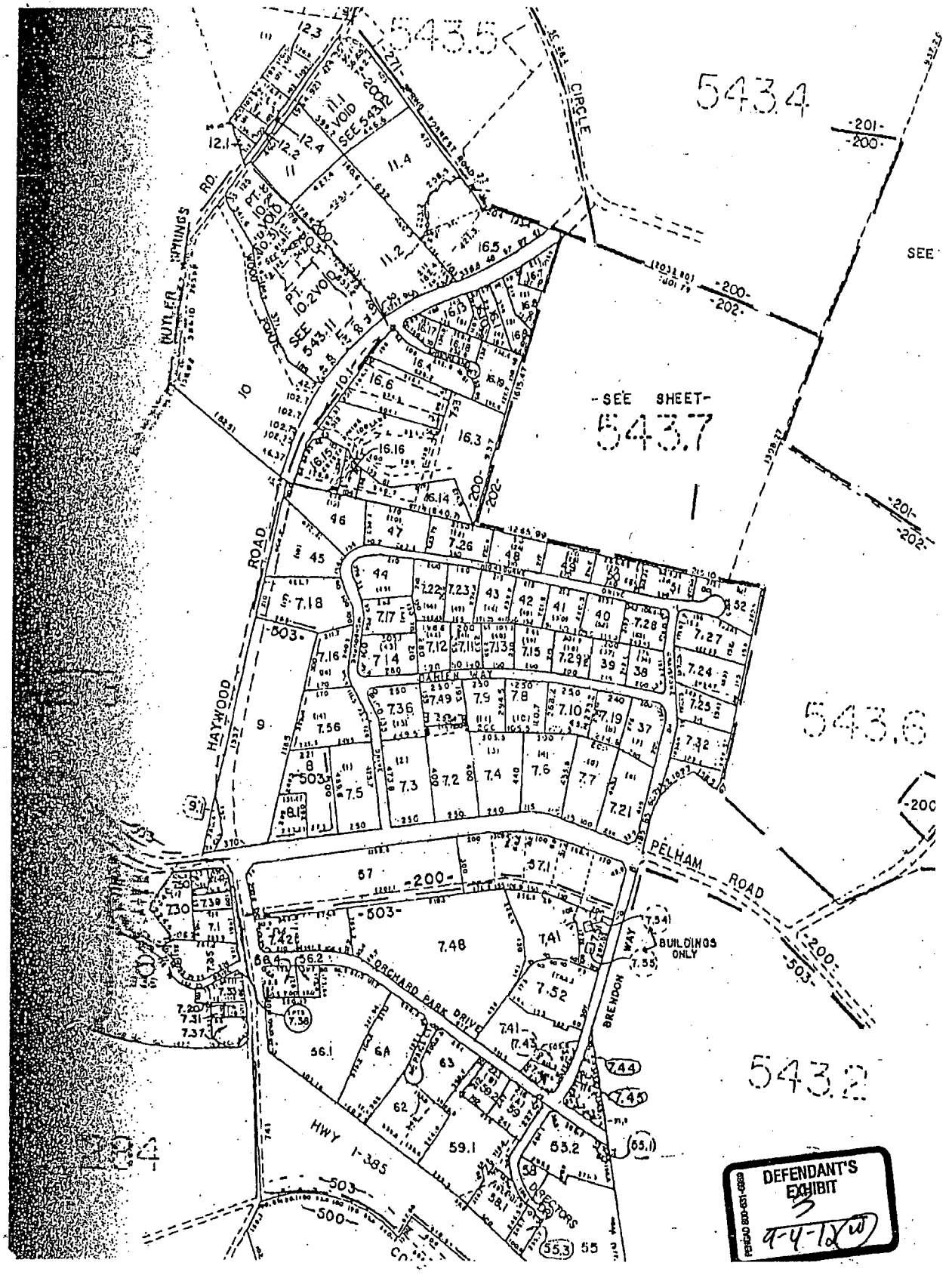

TYPICAL CATCH BASIN DETAILS
NO SCALE
NOTE
CROSSHATCHING INDICATES SLOPED GRADE
4' RAD.
C.B.
FLOW
4' RAD. (TYP)
12"
6' RAD.
18"
4' RAD.
SLOPED
4' RAD.
8'
4' RAD.

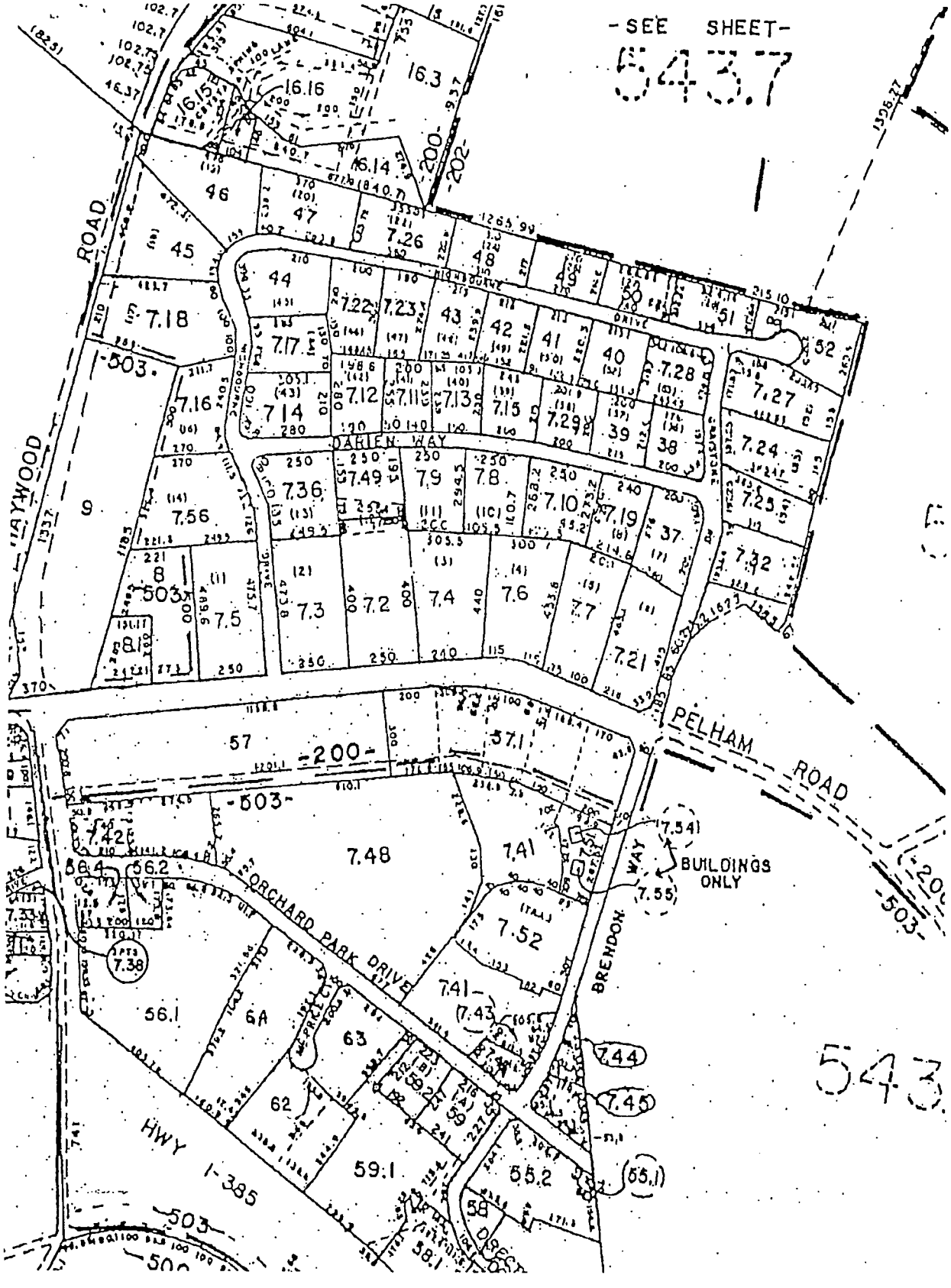
EXHIBIT I

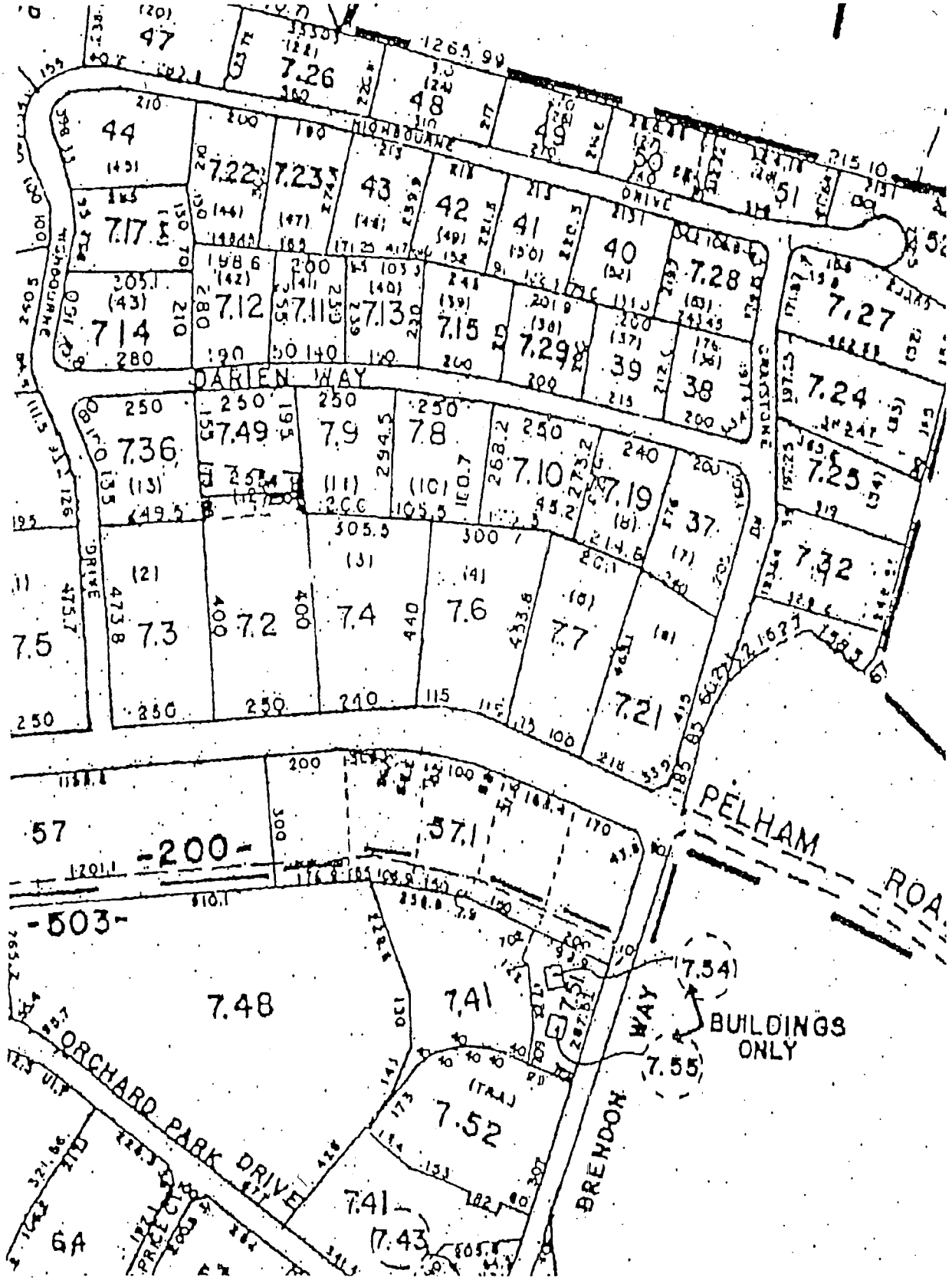

NOTE
ANGLE OF CURB TIE-INS MAY VARY
CONC. BRICK
CONC. BRICK
2" Hole
3'
3'
CURB
CURB
6" RAD
FLOW
FLOW
PLAN VIEW
NOT TO SCALE
SLOPED AREA
Note C.B. LIP 4" BELOW ROADWAY EDGE
4"
PIER
PIER
OPENING HT. 6" MAX/4" MIN. SIZE ACCORDING TO DRAINAGE AREA RUNOFF
ELEVATION
NOT TO SCALE
4"
PIPE OUTLET
CONC. PAD

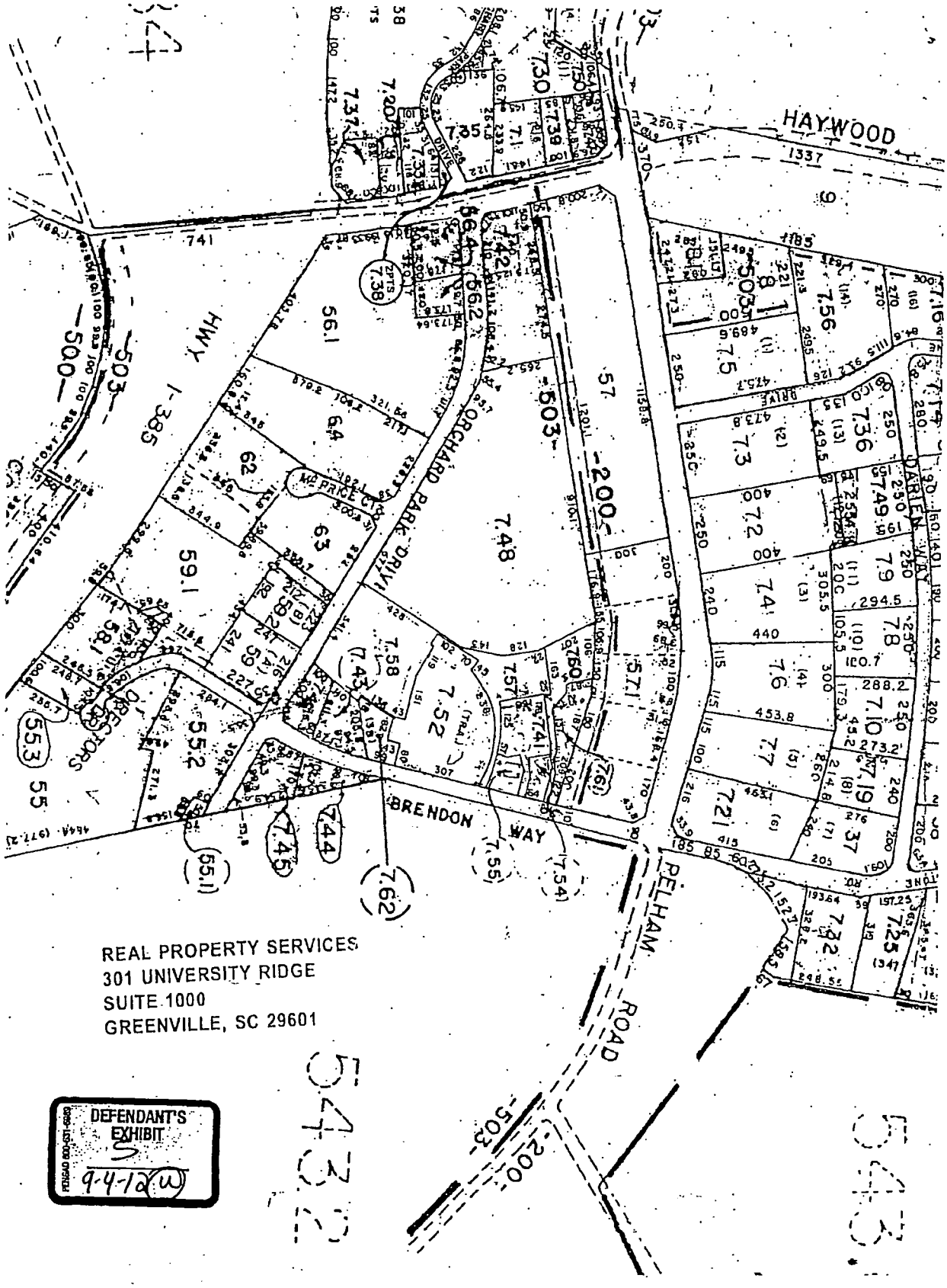
-61-




5436
5434
SEE SHEET 5437
5436
5432
PELHAM ROAD
HAYWOOD ROAD
HARLEM WAY
ORCHARD PARK DRIVE
BRENDON WAY
BUILDINGS ONLY
HWY I-385
DIRECTORS
DEFENDANT'S EXHIBIT 5
9-4-12 (W)


-SEE SHEET-
5437
ROAD
HAYWOOD
DARIEN WAY
PELHAM ROAD
ORCHARD PARK DRIVE
BRENDON WAY
BUILDINGS ONLY
HWY I-385
5437


DARIEN WAY
DRIVE
PELHAM
ROA
BUILDINGS
ONLY
ORCHARD PARK DRIVE
BRENDON
WAY
7.54
7.55
7.48
7.41
7.52
7.43
7.41
7.36
7.49
7.9
7.8
7.10
7.19
7.3
7.2
7.4
7.6
7.7
7.21
7.5
7.12
7.11
7.13
7.15
7.29
7.28
7.27
7.24
7.25
7.32
7.17
7.22
7.23
7.26
7.1
7.1
-200-
-503-
57
44
43
42
41
40
39
38
37
51
47
48
6A



REAL PROPERTY SERVICES
301 UNIVERSITY RIDGE
SUITE 1000
GREENVILLE, SC 29601

DEFENDANT'S EXHIBIT
5
9-4-12 (W)

C. GRANVILLE WYCHE
ALFRED P. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES M. SHOEMAKER, JR.
WILLIAM W. KEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
CARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE
ERIC B. AMSTUTZ*

*ADMITTED TO D. C. BAR ONLY

WYCHE, BURGESS, FREEMAN & PARHAM
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
GREENVILLE, SOUTH CAROLINA 29603

POST OFFICE BOX 10207
44 EAST CAMPERDOWN WAY
CABLE ADDRESS: JURAL

TELEPHONE 803-242-3131

March 11, 1981

Mr. J. B. Stephens
Davis Electrical Constructors, Inc.
P. O. Box 1907
Greenville, S. C. 29602

Dear Jim:

I am enclosing the deed to Pelham Properties, Inc. to the five lots along Pelham Road. The deed has been recorded in the Office of the R.M.C. for Greenville County in Deed Book 1141, at page 1. Also enclosed is the easement which you and I discussed on the telephone.

We have examined the public records of Greenville County relating to the property described in the foregoing deed. Based upon our examination, we hereby certify that the foregoing deed serves to vest in Pelham Properties, Inc. a good and marketable fee simple title to the property described therein subject only to the following exceptions:

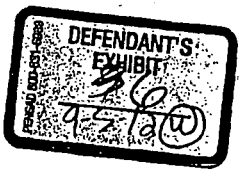
1. Easement for sewer across rear 25 feet of the five lots for purpose of installation and maintenance of a sewer line to serve the adjacent 8.29 acre tract reserved Waston's Orchard Property Owners Association, Inc.

2. Restrictions placed on property by Lincoln of South Carolina, Inc. in Deed Book 1140 at page 961, on January 16, 1981. All lots are subject to a five foot easement on all side lot lines and ten feet along all rear lines for drainage, utility installation and maintenance.

3. Building setback line of 75 feet.

4. Greenville County taxes for 1981 and succeeding years, not yet assessed or payable.

5. Such matters as would be disclosed by a current survey.



6. Applicable zoning restrictions.

Very truly yours,

WYCHE, BURGESS, FREEMAN & PARHAM, P.A.

BY: _____
William W. Kehl

WWK:ebw

Enclosures

FILED

Grantee's mailing addres c/o J. B. Stephens, 823 Pelham Dr., Greenville, S.C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 14 4 29 PM '81
DONNIE S. TANKERSLEY
R.M.C

BOOK 1141 PAGE 1

KNOW ALL MEN BY THESE PRESENTS, that Watson's Orchard Property Owners Association, Inc.

A Corporation chartered under the laws of the State of South Carolina and having a principal place of business Greenville, State of South Carolina, in consideration of One Hundred Five Thousand Five Hundred and 00/100----------($105,500.00)---------- Dolla

the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell a release unto Pelham Properties, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2, and 3, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.8 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract N. 88-57 W. 200 feet to a point; thence continuing, N. 88-57 W. 180 feet to a point; thence continuing N. 88-57 W. 7.9 feet to a point; running thence N. 82-28 W. 258.9 feet to a point; running thence S. 84-07 W. 65 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 98.5 feet; S. 85-33 E. 68.8 feet to a point; S. 86-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 68 feet to a point; S. 72-58 E. 31.6 feet to a point; S. 88-57 E. 168.4 feet to a point; S. 88-57 E. 170 feet to the point of beginning.

Subject however, to a sewer easement across the rear twenty-five (25') feet of the above lots for the purpose of installation and maintenance of a sewer line to serve the adjacent 8.29 acre tract hereby reserved to the grantor herein.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises. (11)505. 543.2-1-57.1 (over.....)

543.2-1-57

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singul said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authoriz officers, this 15th day of January 19 81

SIGNED, sealed and delivered in the presence of:

Watson's Orchard Property Owners Association (SEA)
A Corporation
By: Lawrence R. Brunner
President

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January 19 81

Notary Public for South Carolina. (SEAL)
MY COMMISSION EXPIRES: 10-15-89

RECORDED this day of 19 at M. No.

20637

RECORDED JAN 16 1981 at 4:29 P.M.

20637 R.M.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Watson's Orchard Property Owner's Association, Inc.

TO

Pelham Properties, Inc.

TITLE TO REAL ESTATE BY A CORPORATION

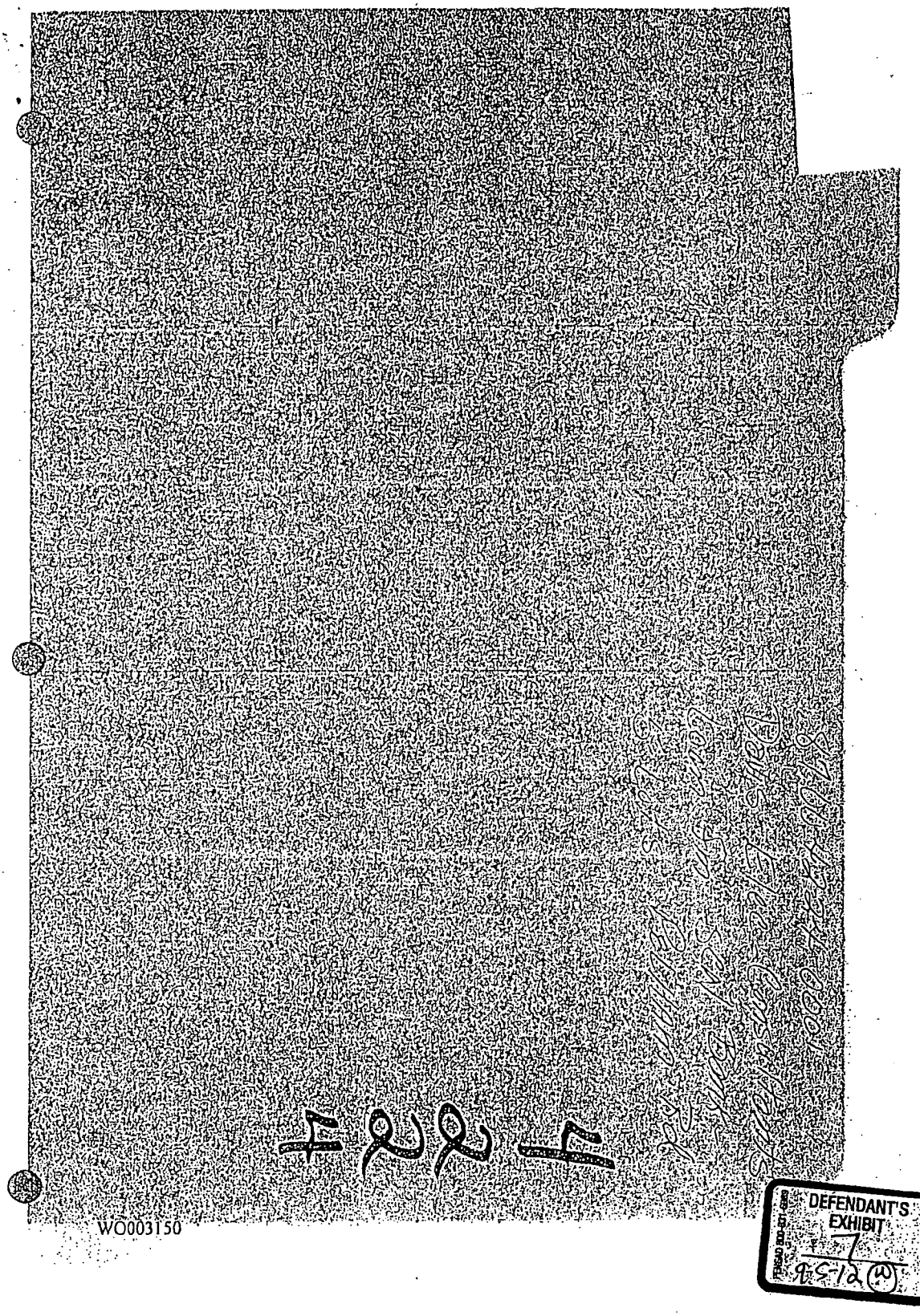
I hereby certify that the within Deed has been this 16th day of Jan., 19 81 at 4:29 P. M. recorded in Book 1141 of Deeds, page 1

Register of Mesne Conveyance Greenville County

I hereby certify that the within deed has been entered of record in the Office of the County Auditor for this county, pursuant to Section 60-56, Code of Laws of South Carolina, 1952.

Auditor County

LAW OFFICES OF
EARLE, BOZEMAN & GRAYSON
THE FIRST FEDERAL BUILDING
301 COLLEGE STREET
GREENVILLE, S. C. 29601


WO003150
DEFENDANT'S EXHIBIT
7
9-5-12 (W)

Law Offices of WYCHE, BURGESS, FREEMAN & PARHAM, Professional Association (P)

Grantor(s):
Pelham Properties, Inc

TO

Grantee(s):
J B Stephen

DEED ABSTRACT
Book 1274 Page 287
Estate ✓ G. ✓ H. ✓ W. ✓
Consid. distribution
Date 8/22/86
Execution ✓
Wit. ✓ Probated ✓
Dower —
Recorded 8/25/86

LIENS
Mech. Lien _____ Attach. _____
Fed. Tax Lien _____
Judgments _____ Lis Pendens _____
SC Tax Liens _____
Committeeships _____ Lunacy _____
Mental Health Liens _____
Commitments _____
Sewer Liens _____ Assess _____

Period Covered 8/22/86 → 2-27-87
Block Book No. 200-5433-157.1
Derivation 1141.1

Book	Page	Cross Deeds	Book	Page	Open Mortgages
1274	460	Re Lease Substitution - N. Main			
		No Others			None

Description from Deed

5 lots Pelham Road
(per attached)

WO003154

TITLE TO REAL ESTATE BY A CORPORATION LATHAN & BARBARE, P. A. 1274 237

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, that PELHAM PROPERTIES, INC.
A Corporation chartered under the laws of the state of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of Distribution in kind pursuant to corporate dissolution of Pelham Properties, Inc. of which J. B. Stephens was owner of 100% of the outstanding stock;
the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto J. B. Stephens, his heirs and assigns forever;

(11)-2B-543.3-1-57.1

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980 and revised December 1, 2, and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road, running thence with the curvature of said intersection, the chord of which is S.25-48 E. 41.8 feet to a stake; running thence with said western side of said proposed road, S.17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N.68-57 W. 200 feet to a point; thence continuing N.68-57 W. 168 feet to a point; thence continuing N.68-57 W. 70.8 feet to a point; running thence N.82-28 W. 256.9 feet to a point; running thence S.84-07 W. 55 feet to a point; thence continuing S.84-07 W. 176.92 feet to a point; running thence N.5-53 W. 180 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N.84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N.84-07 E. 21.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N.87-44 E. 91.5 feet; N.85-11 E. 48.6 feet to a point; N.85-11 E. 12 feet to a point; N.79-11 E. 100 feet to a point; S.72-38 E. 83 feet to a point; S.77-38 E. 217.6 feet to a point; S.68-57 E. 148.4 feet to a point; S.84-07 E. 170 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, easements, zoning ordinances, easements and rights of way appearing on the property and/or of record.

This is the same property as that conveyed to the Grantor herein by Deed of Wilson's Orchard Property Owners Association, Inc. recorded in the RMC Office for Greenville County in Deed Book 1141 at Page 1 on January 10, 1981.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(') heirs or successors and assigns, forever. And, the grantor does hereby bind himself and his successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 22nd day of August 19 86.

SIGNED, sealed and delivered in the presence of:

PELHAM PROPERTIES, INC. (SEAL)
A Corporation
By: [signature]
President

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22nd day of August 19 86.

(SEAL)

Notary Public for South Carolina
My commission expires: 1/17/90

WO08

--2 AU25 86 1325 4.00CI

Case No. 2009-CP-23-7707 Record on Appeal, Page 668

Law Offices of WYCHE, BURGESS, FREEMAN & PARHAM, Professional Association (8)

Grantor(s):
Watson's Orchard Property Owners Association Inc
TO
Grantee(s):
Pelham Properties, Inc

DEED ABSTRACT
Book 1141 Page 1
Estate 95 G. ✓ H. — W. ✓
Consid. 105,500.
Date 1-15-81
Execution ✓
Wit. ✓ Probated ✓
Dower —
Recorded 1-16-81

LIENS
Mech. Lien — Attach.
Fed. Tax Lien
Judgments — Lis Pendens
SC Tax Liens
Committeeships — Lunacy
Mental Health Liens
Commitments
Sewer Liens — Assess

Period Covered 1-15-81 → 86
Block Book No. 543.3-1-57.1
Derivation

Book	Page	Cross Deeds	Book	Page	Open Mortgages
1149	345	Slope Easement (see Copy			
1274	237	Mgt Deed			
					None

Description from Deed

5 lots Pelham Road
per attached deed
for description

* Subj. to deed restrictions (25

WO003156

Grantee's mailing address: c/o J. Stephen Poe 828 Pelham Rd., Greenville, S.C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 16 4 29 PM '81
DONNIE S. TANKERSLEY
R.M.C

BOOK 1141 PAGE 1

KNOW ALL MEN BY THESE PRESENTS, that Watson's Orchard Property Owners Association, Inc.
A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Hundred Five Thousand Five Hundred and 00/100---------- ($105,500.00) ---------- Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Pelham Properties, Inc., its successors and assigns forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing five (5) lots as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2, and 3, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.16 acres; running thence with the line of said tract N. 88-57 W. 240 feet to a point; thence continuing, N. 88-57 W. 180 feet to a point; thence continuing N. 88-57 W. 7.9 feet to a point; running thence N. 82-28 W. 258.9 feet to a point; running thence S. 84-07 W. 65 feet to a point; thence continuing S. 84-07 W. 178.92 feet to a point; running thence N. 5-53 W. 300 feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-58 E. 99.8 feet; S. 88-52 E. 88.8 feet to a point; S. 85-39 E. 32 feet to a point; S. 78-11 E. 100 feet to a point; S. 72-58 E. 68 feet to a point; S. 72-58 E. 31.8 feet to a point; S. 68-07 E. 188.4 feet to a point; S. 68-37 E. 170 feet to the point of beginning.

Subject however, to a sewer easement across the rear twenty-five (25') feet of the above lots for the purpose of installation and maintenance of a sewer line to serve the adjacent 8.20 acre tract hereby reserved to the grantor herein.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises. (1) 543.3-1-57, -42.5 (over...)
OVER 543.3-1-57

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the grantee(s) and the grantee(s) successors and assigns, forever. And the grantor does hereby bind himself and his successors and heirs or executors to warrant and forever defend all and singular the said premises unto the grantee(s) and the grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand and seal this 15th day of January, 19 81.

SIGNED, sealed and delivered in the presence of:

Watson's Orchard Property Owners Association, Inc. (SEAL)
By: [signature]
President

Attest: [signature]
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officer, sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January, 19 81.

[signature] (SEAL)
Notary Public for South Carolina
MY COMMISSION EXPIRES: 10-16-88

[signature]

RECORDED this _____ day of _____, 19____, at _____ M. No. _____

WOODSIDE

543.3-1-5

CONTINUED ON NEXT PAGE

Being a portion of the same property conveyed to the Grantor by Lincoln of South Carolina, Inc. by deed of even date, to be recorded herewith.



20637

JAN 16 1981 at 4:29 P.M.

TITLE TO REAL ESTATE
BY A CORPORATION

TO

STATE OF SOUTH CAROLINA
COUNTY OF

WO003158

FORM 2001—CHICAGO TITLE INSURANCE COMPANY-STANDARD FORM OWNER'S AND CONTRACTOR'S FINAL AFFIDAVIT AND INDEMNITY AGREEMENT

CHICAGO TITLE INSURANCE COMPANY

ORDER NO:

AFFIDAVIT AND AGREEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } s.s.

On this 16th day of March, 19 88 before me personally appeared

J. B. Stephens

owners of property, and N/A, General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persons, firms and corporations, including the General Contractor and all sub-contractors, who have furnished services, labor, or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work was fully completed on or before March 16, 1988 and accepted by the owners, free and clear of any mechanic's lien whatever, all such liens or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

NONE

Affiants, parties hereto, hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold said Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall inure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

WO003159

Continued on Reverse Side

The real estate and improvements referred to herein are situated at 5 lots, Pelham Road

in the County of Greenville, State of South Carolina, and are described as follows, to-wit:

1600 Block, Pelham Road

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signatures should be those of officers of the corporations, preferably the Presidents.

Owner of Property

J. B. Stephens

Owner of Property

Grantee Grantor

Subscribed and sworn to before me the day and year above written.

Notary Public

For use with corporate landowner and/or corporate contractor:

a corporation of the State of _____ joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained

(Name of Corporation)

Affix corporate seal here.

By: _____
President

By: _____
Secretary

WO003160

WYCHE, BURGESS, FREEMAN & PARHAM, P.A.
ATTORNEYS AT LAW
44 EAST CAMPERDOWN WAY
POST OFFICE BOX 10207
GREENVILLE, SOUTH CAROLINA 29603

ALFRED F. BURGESS
C. THOMAS WYCHE
DAVID L. FREEMAN
JAMES C. PARHAM, JR.
JAMES H. SHOEMAKER, JR.
WILLIAM W. SEHL
CHARLES W. WOFFORD
LARRY D. ESTRIDGE
D. ALLEN GRUMBINE
GARY H. HALL, JR.
CARL F. MULLER
HENRY L. PARR, JR.
BRADFORD W. WYCHE
ERIC S. AMSTUTZ
FRANK S. HOLLEMAN III
MARSHALL WINN
WALLACE K. LIGHTSEY

OF COUNSEL
C. GRANVILLE WYCHE

TELECOPIER 803-235-8900
TELEPHONE 803-242-3131

March 16, 1988

HAND DELIVER

Mr. J. B. Stephens
Davis Electrical Contractors
Greenville, S. C.

RE: Loan on 5 lots, Pelham Road from SCN

Dear Mr. Stephens:

Please find enclosed the following on the above transaction:

(1) Copy of original executed mortgage

(2) Copy of Note

(3) Copy of Security Agreement

(4) Bill for title insurance on loan

If I can be of further assistance, please do not hesitate to let me know.

Very truly yours,

Trudy C. Tapp

Enc.

WO003161

LOAN FORM

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE
87.4224.1	41 0102 02 000363	March 16, 1988 at 11:19 AM	$500,000.00

1. Name of Insured:

The South Carolina National Bank, its successors and assigns

2. The estate or interest referred to herein is at Date of Policy vested in:

J. B. Stephens

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:
Fee Simple

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

MORTGAGE;
TO: The South Carolina National Bank
FROM: J. B. Stephens
DATE: March 16, 1988 RECORDED: March 16, 1988 at 11:19 A.M.
BOOK: 1919 PAGE: 776
SECURING: $500,000.00 Greenville County, South Carolina

5. The land referred to in this policy is described as follows:

See attached Exhibit A

WO003162

This policy valid only if Schedule B is attached.

FORM 3213 R. 7/79

LOAN FORM

FORM 3620 H.1/88

SCHEDULE B

Policy Number 41-0102-000363
loan

This policy does not insure against loss or damage by reason of the following:

1. Taxes and assessments for the year 1987 due and payable. Said taxes are under appeal to Greenville County Tax Collector. Taxes for subsequent years, a lien, but not yet due and payable.

2. Twenty five foot sewer easement reserved by Watson's Orchard Property Owner's Association, Inc. in deed to Pelham Properties, Inc. dated January 15, 1981 and recorded in Deed Book 1141 at page 1.

3. Declaration of Restrictions and Protective Covenants dated January 15, 1981 and recorded in Deed Book 1140 at page 961.

4. Slope easement from Pelham Properties, Inc. to the City of Greenville, dated April 1, 1981 and recorded in Deed Book 1149 at page 845.

5. Easement Indenture between Lincoln of South Carolina, Inc. and Steven Van Auten and Watson's Orchard Property Owner's Association, Inc. dated January 15, 1981 and recorded in deed Book 1141 at page 37.

6. Such state of facts as would be disclosed by a current survey and inspection of the premises.

Countersigned

Authorized Signatory

Schedule B of this Policy consists of pages.

WO003163

EXHIBIT A

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled, "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2 and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N. 68-57 W. 200 feet to a point; thence continuing N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300

WO003164

State of South Carolina)
) MORTGAGE
County of Greenville)

Words Used In This Document

(A) Mortgage — This document, which is dated March 16, 19 88, will be called the "Mortgage"

(B) Mortgagor — J. R. Stephens will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.

Mortgagor's residence address is P. O. Box 1907, Greenville, S. C. 29602

(C) Lender — The South Carolina National Bank will be called "Lender" and sometimes simply "you". "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is P. O. Box 969, Greenville, S.C. 29602

(D) Note — The note, note agreement, or loan agreement signed by J. R. Stephens and dated March 16, 19 88, will be called the "Note". The Note shows that I have promised to pay Lender $500,000.00 Dollars ($) plus finance charges or interest at the rate agreed to in the Note which I have promised to pay in full by March 16, 1989.

☐ If this box is checked, finance charges or interest under the Note may be deferred, accrued, or capitalized.

(E) Property — The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.

(B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.

(C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, refinancings, and/or modifications of the Note and any substitutions for the Note.

Description Of The Property

(A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled, "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2 and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N. 68-57 W. 200 feet to a point; thence continuing N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300

CONTINUED

The Property also includes the following:

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;

(C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";

(D) All rents or royalties from the property described in paragraph (A) of this section;

(E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;

(G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;

W00031 651

(H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and

(I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

My Right To Mortgage The Property And My Obligation To Defend Ownership Of The Property

I promise that except for the "exceptions" listed in any title insurance policy which insures your rights in the Property and the "exceptions" listed below:

(A) I lawfully own the Property in fee simple;

(B) I have the right to mortgage, grant and convey the Property to you, your successors and assigns;

(C) There are no outstanding liens, claims or charges against the Property, and

(D) There are no present violations of any restrictions which apply to the Property.

Exceptions: _____

_____

I give a general warranty of title to you. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend the title to the Property against any and all claims of such rights.

Promises

I promise and I agree with Lender as follows:

1. Compliance With Condominium Or Planned Unit Development Documents

If the Property is a unit in a condominium project or a planned unit development, I will fulfill all of my obligations under the declaration, by-laws, regulations, and other documents that create or govern the condominium project or planned unit development, and I will not take any action or consent to any action which would adversely affect your rights as the holder of this Mortgage without your prior written consent.

2. My Obligation To Pay Charges And Assessments And To Satisfy Claims Against The Property

I will pay all taxes, assessments, fines, and any other charges that may be imposed on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If you request me to do so, I will give you a receipt which shows that I paid such taxes, assessments, fines and charges.

3. My Obligation To Obtain And To Keep Hazard Insurance On The Property

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which you require coverage. The insurance must be in the amounts and for the periods of time required by you.

I may choose the insurance company, but my choice is subject to your approval. You may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect you. The form of all policies and the form of all renewals must be acceptable to you. You will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If you require, I will promptly give you all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and you. If I do not promptly prove to the insurance company that the loss or damage occurred, then you may do so.

The amount paid by the insurance company is called "proceeds". I agree that you can use the proceeds either to repair or to restore the damaged Property or to reduce the amount that I owe to you under the Note and this Mortgage.

If any proceeds are used to reduce the amount which I owe to you under the Note and this Mortgage, that use will not delay the due date or change the amount of any of my payments under the Note.

4. My Obligation To Maintain The Property And To Comply With Restrictions

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. I will comply with any applicable restrictions which govern the Property.

5. Your Right To Take Action To Protect The Property

If I fail to pay all necessary taxes, insurance premiums, assessments, fines, and other charges in connection with the Property, you may pay them for me. If you do, I will repay you for those amounts including a finance charge or interest at the rate agreed to in the Note. Any such amounts which you pay for me can be added to the debt secured by this Mortgage.

Although you may take action under this Paragraph 5, you do not have to do so.

6. Your Rights To Inspect The Property

You, and others authorized by you, may enter on and inspect the Property at any reasonable times.

7. Condemnation Of The Property

I give you the right to any money paid me which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the Property or any part of it.

If any such money is used to reduce the amount which I owe you under the Note and this Mortgage, that use will not delay the due date or change the amount of any of my payments under the Note.

8. Continuation Of My Obligations

You may allow a person who takes over my rights and obligations to delay or to change the amount of the payments due under the Note. Even if you do this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the condition stated in Paragraph 14 below has been met.

WO003 (6/08)

You may allow those delays or changes for a person who takes over my rights and obligations, even if you are requested not to do so. You will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if you are requested to do so.

9. Continuation Of Your Rights

Even if you do not exercise or enforce any right of yours under this Mortgage or under the law, you will still have all of those rights and may exercise and enforce them in the future.

10. Your Ability To Enforce More Than One Of Your Rights

Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights, as well as any of your other rights under the law, one at a time or all at once.

11. Obligations Of Mine And Of Persons Taking Over My Rights Or Obligations; Agreements Concerning Captions; Construction

Subject to the terms of Paragraph 14 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over your rights or obligations under this Mortgage will have all of your rights and will be obligated to keep all of your agreements made in this Mortgage.

If more than one person signs this Mortgage as Mortgagor, each of us is fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. You may enforce your rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (a) that person is signing this Mortgage only to give that person's rights in the Property to you under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

The caption and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

Any terms defined in this Mortgage include the masculine, feminine, and neuter genders and the singular and plural.

12. Agreements About Giving Notices Required Under This Mortgage

Any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address designated by me as my residence address stated in Paragraph (B) of the section above entitled "Words Used In This Document". A notice will be delivered or mailed to me at a different address if I give you a notice of my different address. Any notice that must be given to you under this Mortgage will be given by mailing it to your address stated in Paragraph (C). A notice will be mailed to you at a different address if you give me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 12.

13. Law That Governs This Mortgage

South Carolina law and any applicable Federal law govern this Mortgage. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

14. Agreements About Lender's Rights If Mortgagor Transfers The Property Without Lender's Prior Written Consent ("Due-On-Sale")

If I sell or transfer all or part of the Property or any rights in the Property without your prior written consent, I will still be fully obligated under the Note and under this Mortgage, and you may, at your option, declare all unpaid amounts secured by this Mortgage immediately due and payable and require me to pay the entire unpaid balance of what I owe you under the Note and this Mortgage. However, you will not exercise this option if prohibited by law. Notwithstanding any sale or transfer, I will continue to be obligated under the Note and this Mortgage unless you release me from my obligations in writing.

15. Foreclosure

If (a) I fail to pay the Note by the final due date or you require immediate payment of the unpaid balance of the Note because an event listed in the Note has occurred or I have sold or transferred the Property or any rights in it without your prior written consent, (b) the prospect of my performance under the terms of this Mortgage is significantly impaired, or (c) you reasonably believe that your ability to realize on the Property is significantly impaired; then you can exercise any rights which the law gives you, including foreclosing this Mortgage, and you can purchase the Property at a foreclosure sale if you are the highest bidder.

I agree that if a suit is brought to collect what I owe you or to foreclose this Mortgage, I will be liable for reasonable expenses incurred by you in realizing on the Property; and for reasonable attorney's fees not in excess of fifteen percent (15%) of the unpaid debt, and that these expenses will be secured by this Mortgage. If the proceeds of the foreclosure sale are not enough to pay what I owe you under the Note and this Mortgage and the expenses involved in a suit to collect what I owe you and/or to foreclose this Mortgage, then I will be personally liable for the difference.

16. Receiver Of Rents

If you start an action to collect the debt secured by this Mortgage or to foreclose this Mortgage, then you have the right to have a receiver appointed of the rents and profits of the Property. This receiver will apply any rents or profits collected first toward any costs or expenses incurred in connection with the appointment of the receiver, next to any costs or expenses incurred in the execution of duties as receiver, and finally to the payment of the debt secured by this Mortgage.

17. Future Advances

Upon my request, you, at your option, prior to discharge of this Mortgage, may make future advances to me which will be secured by this Mortgage (known as "future advances"). Any such future advances, together with interest or finance charges on these future advances, will be secured by this Mortgage if I execute a note or loan agreement which says that the future advances are secured by this Mortgage. The maximum principal amount which this Mortgage can secure, not including any amounts you advance under Paragraph 6 of this Mortgage, is the amount stated in Paragraph (D) titled "Note" in the section titled "Words Used In This Document" plus US $ _____.

18. Your Obligation To Discharge This Mortgage When The Note And Mortgage Are Paid In Full

When you have been paid all amounts due under the Note and under any notes or loan agreements for future advances and under this Mortgage, you will discharge this Mortgage. I will not be required to pay you for this discharge, but I will pay all costs of recording the discharge in the proper official records.

19. Note Terms Made A Part Of Mortgage

The terms of the Note and any other notes or loan agreements for future advances are made a part of this Mortgage.

WO003167

20. Changing This Mortgage

This Mortgage may be changed only if you and I both give our written consent.

21. Waiver Of Homestead

To the extent allowed by law, I waive all right of homestead exemption in the Property.

By signing this Mortgage, I agree to all of the above.

Witnesses:

J. B. Stephens (Seal)

(Seal)

State of South Carolina)
) Probate
County of Greenville)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named J. B. Stephens sign, seal, and as (his) (her) (their) (its) act and deed, deliver the within written Mortgage and that (s)he with the other witness named above witnessed the execution thereof.

Sworn to before me this 16th day of March 19 88.

Notary Public for South Carolina

My Commission Expires: 10/25/91

State of South Carolina)
) Probate
County of) NA

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named sign, seal, and as (his) (her) (their) (its) act and deed, deliver the within written Mortgage and that (s)he with the other witness named above witnessed the execution thereof.

Sworn to before me this
day of 19 .

Notary Public for South Carolina

My Commission Expires:

feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 99.5 feet; S. 85-33 E. 68.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 63 feet to a point; S. 72-58 E. 31.6 feet to a point; S. 68-57 E. 168.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

This is the same property as that conveyed to the Mortgagor herein by deed of Pelham Properties, Inc. recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1274 at Page 237 on August 25, 1986.

WO003168

CLIENT 87.004224 DAVIS ELECTRICAL CONSTRUCTORS, INC.
CASE 0001

J.B. STEPHENS
P.O. BOX 1907, 429 N. MAIN STREET
GREENVILLE, S.C. 29602
CONTACT J.B. STEPHENS
TYPE C SHORT NAME DAVIS ELECTRICAL

BILL TO DAVIS ELECTRICAL CONSTRUCTORS, INC.
J.B. STEPHENS
P.O. BOX 1907, 429 N. MAIN STREET
GREENVILLE, S.C. 29602

MORTGAGE LOAN FROM SCN BANK - 5 LOTS ON PELHAM ROAD

CASE ATTORNEY 006 KEHL
ALTERNATE ATTORNEY

AREA OF LAW 13 INVOICE TYPE D BILL FREQ BILL GRP I PARALEGAL

UNBILLED TIME UNBILLED CHARGES UNBILLED COSTS RETAINER

TRUST BANK C AND S TRUST BALANCE

DATE OF BILLING	DATE OF PAYMENT	DATE OF STATIC	DATE OF ROLADEX	DATE OF LABELS	NUMBER OF ROLADEX	NUMBER OF LABELS
04 06 87	04 10 87	02 27 87	02 28 87	02 28 87	2	1

A C C O U N T S R E C E I V A B L E D E T A I L

0 - 30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	TOTAL DUE
.00	.00	.00	.00	.00

C O S T A D V A N C E A C T I V I T Y

DATE	ATTY	TP	HOURS	RATE	AMOUNT	REFER #	SVC DATE	BILLED	INVOICE
03 03 87	006	4			8.00	0013489	04 06 87		11331
FILING UCC-1									

B I L L I N G / R E C E I P T S A C T I V I T Y

TYPE	DATE	INVOICE	FEES	COST	TOTAL BILLED	TOTAL PAID
BILLING	04 06 87	11331		8.00	8.00	
RECEIPT	04 10 87	11331		8.00		8.00
DEPOSIT #83/87						

WO003179

Brenda 13499

03 05 87 13499 MEMO	FILE NUMBER	NET AMOUNT
TITLE INSURANCE	82.004039/0029	1,346.60

WYCHE, BURGESS, FREEMAN & PARHAM
PROFESSIONAL ASSOCIATION

DETACH BEFORE DEPOSITING

WO003180

CAMPERDOWN TITLE SERVICES, INC.
44 EAST CAMPERDOWN WAY
POST OFFICE BOX 10207
GREENVILLE, SOUTH CAROLINA 29603

SANDRA C. GRUBBS, AGENT
GAIL W. NICHOLSON, AGENT

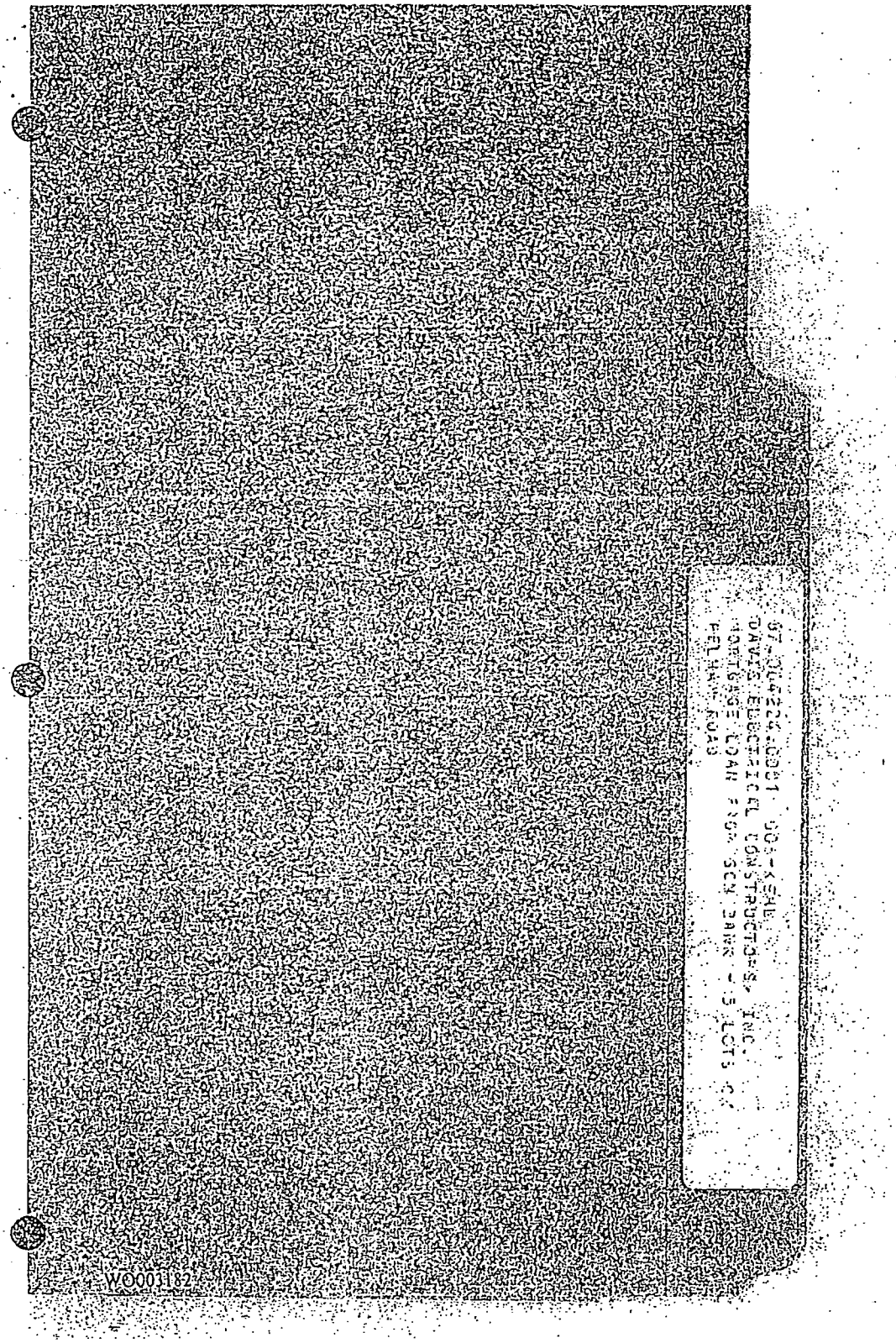
TELEPHONE 803-242-3131

J. B. Stephens
5 lots Pelham Road
Greenville, South Carolina
File No. 82.4039.0029

Owner's policy	$764,396.00
Mortgage	764,396.00

Premium	$1,321.60
Simultaneous issue	15.00
binder	10.00
Total	1,346.60

No reissue credit
GWB
WG003181


WO003182

State of South Carolina)
)
County of Greenville)

MORTGAGE BOOK 1919 PAGE 776

FILED
GREENVILLE CO., S.C.
MAR 16 11 AM '88

Words Used In This Document

(A) Mortgage --- This document, which is dated March 16, 1988, will be called the "Mortgage"

(B) Mortgagor --- J. B. Stephens will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.

Mortgagor's residence address is P. O. Box 1907, Greenville, S. C. 29602

(C) Lender --- The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is P. O. Box 969, Greenville, S.C. 29602

(D) Note --- The note, note agreement, or loan agreement signed by J. B. Stephens and dated March 16, 1988, will be called the "Note". The Note shows that I have promised to pay Lender $500,000.00 Dollars (U.S. $) plus finance charges or interest at the rate agreed to in the Note which I have promised to pay in full by March 16, 1989.

☐ If this box is checked, finance charges or interest under the Note may be deferred, accrued, or capitalized.

(E) Property --- The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.

(B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.

(C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, refinancings, and/or modifications of the Note and any substitutions for the Note.

Description Of The Property

(A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing five (5) lots as is more fully shown on a plat entitled, "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 2 and 3, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, N. 68-57 W. 200 feet to a point; thence continuing N. 86-57 W. 180 feet to a point; thence continuing N. 68-57 W. 7.9 feet to a point; running thence N. 82-28 W. 256.9 feet to a point; running thence S. 84-07 W. 55 feet to a point; thence continuing S. 84-07 W. 176.92 feet to a point; running thence N. 5-53 W. 300

CONTINUED

The Property also includes the following:

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;

(C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";

(D) All rents or royalties from the property described in paragraph (A) of this section;

(E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;

(G) All fixtures that are now or in the future will be on the property described in paragraph (A) and (B) of this section, and to the extent allowed by law, all replacements of and additions to those fixtures;

25-006-01 (5/87)

DEFENDANT'S EXHIBIT 8 9-5-12 (W)

(H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and

(I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

My Right To Mortgage The Property And My Obligation To Defend Ownership Of The Property

I promise that except for the "exceptions" listed in any title insurance policy which insures your rights in the Property and the "exceptions" listed below:

(A) I lawfully own the Property in fee simple;

(B) I have the right to mortgage, grant and convey the Property to you, your successors and assigns;

(C) There are no outstanding liens, claims or charges against the Property, and

(D) There are no present violations of any restrictions which apply to the Property.

Exceptions: _____

I give a general warranty of title to you. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend the title to the Property against any and all claims of such rights.

Promises

I promise and I agree with Lender as follows:

1. **Compliance With Condominium Or Planned Unit Development Documents**

   If the Property is a unit in a condominium project or a planned unit development, I will fulfill all of my obligations under the declaration, by-laws, regulations, and other documents that create or govern the condominium project or planned unit development, and I will not take any action or consent to any action which would adversely affect your rights as the holder of this Mortgage without your prior written consent.

2. **My Obligation To Pay Charges And Assessments And To Satisfy Claims Against The Property**

   I will pay all taxes, assessments, fines, and any other charges that may be imposed on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If you request me to do so, I will give you a receipt which shows that I paid such taxes, assessments, fines and charges.

3. **My Obligation To Obtain And To Keep Hazard Insurance On The Property**

   I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which you require coverage. The insurance must be in the amounts and for the periods of time required by you.

   I may choose the insurance company, but my choice is subject to your approval. You may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect you. The form of all policies and the form of all renewals must be acceptable to you. You will have the right to hold the policies and renewals.

   I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If you require, I will promptly give you all receipts of paid premiums and all renewal notices that I receive.

   If there is a loss or damage to the Property, I will promptly notify the insurance company and you. If I do not promptly prove to the insurance company that the loss or damage occurred, then you may do so.

   The amount paid by the insurance company is called "proceeds". I agree that you can use the proceeds either to repair or to restore the damaged Property or to reduce the amount that I owe to you under the Note and this Mortgage.

   If any proceeds are used to reduce the amount which I owe to you under the Note and this Mortgage, that use will not delay the due date or change the amount of any of my payments under the Note.

4. **My Obligation To Maintain The Property And To Comply With Restrictions**

   I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. I will comply with any applicable restrictions which govern the Property.

5. **Your Right To Take Action To Protect The Property**

   If I fail to pay all necessary taxes, insurance premiums, assessments, fines, and other charges in connection with the Property, you may pay them for me. If you do, I will repay you for these amounts including a finance charge or interest at the rate agreed to in the Note. Any such amounts which you pay for me can be added to the debt secured by this Mortgage.

   Although you may take action under this Paragraph 5, you do not have to do so.

6. **Your Rights To Inspect The Property**

   You, and others authorized by you, may enter on and inspect the Property at any reasonable times.

7. **Condemnation Of The Property**

   I give you the right to any money paid me which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the Property or any part of it.

   If any such money is used to reduce the amount which I owe you under the Note and this Mortgage, that use will not delay the due date or change the amount of any of my payments under the Note.

8. **Continuation Of My Obligations**

   You may allow a person who takes over my rights and obligations to delay or to change the amount of the payments due under the Note. Even if you do this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the condition stated in Paragraph 14 below has been met.

You may allow those delays or changes for a person who takes over my rights and obligations, even if you are requested not to do so. You will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if you are requested to do so.

9. **Continuation Of Your Rights**

Even if you do not exercise or enforce any right of yours under this Mortgage or under the law, you will still have all of those rights and may exercise and enforce them in the future.

10. **Your Ability To Enforce More Than One Of Your Rights**

Each of your rights under the Note and this Mortgage is separate. You may exercise and enforce one or more of those rights, as well as any of your other rights under the law, one at a time or all at once.

11. **Obligations Of Mine And Of Persons Taking Over My Rights Or Obligations; Agreements Concerning Captions; Construction**

Subject to the terms of Paragraph 14 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over your rights or obligations under this Mortgage will have all of your rights and will be obligated to keep all of your agreements made in this Mortgage.

If more than one person signs this Mortgage as Mortgagor, each of us is fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. You may enforce your rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (a) that person is signing this Mortgage only to give that person's rights in the Property to you under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

The caption and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

Any terms defined in this Mortgage include the masculine, feminine, and neuter genders and the singular and plural.

12. **Agreements About Giving Notices Required Under This Mortgage**

Any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address designated by me as my residence address stated in Paragraph (B) of the section above entitled "Words Used In This Document". A notice will be delivered or mailed to me at a different address if I give you a notice of my different address. Any notice that must be given to you under this Mortgage will be given by mailing it to your address stated in Paragraph (C). A notice will be mailed to you at a different address if you give me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 12.

13. **Law That Governs This Mortgage**

South Carolina law and any applicable Federal law govern this Mortgage. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

14. **Agreements About Lender's Rights If Mortgagor Transfers The Property Without Lender's Prior Written Consent ("Due-On-Sale")**

If I sell or transfer all or part of the Property or any rights in the Property without your prior written consent, I will still be fully obligated under the Note and under this Mortgage, and you may, at your option, declare all unpaid amounts secured by this Mortgage immediately due and payable and require me to pay the entire unpaid balance of what I owe you under the Note and this Mortgage. However, you will not exercise this option if prohibited by law. Notwithstanding any sale or transfer, I will continue to be obligated under the Note and this Mortgage unless you release me from my obligations in writing.

15. **Foreclosure**

If (a) I fail to pay the Note by the final due date or you require immediate payment of the unpaid balance of the Note because an event listed in the Note has occurred or I have sold or transferred the Property or any rights in it without your prior written consent, (b) the prospect of my performance under the terms of this Mortgage is significantly impaired, or (c) you reasonably believe that your ability to realize on the Property is significantly impaired, then you can exercise any rights which the law gives you, including foreclosing this Mortgage, and you can purchase the Property at a foreclosure sale if you are the highest bidder.

I agree that if a suit is brought to collect what I owe you or to foreclose this Mortgage, I will be liable for reasonable expenses incurred by you in realizing on the Property, and for reasonable attorney's fees not in excess of fifteen percent (15%) of the unpaid debt, and that these expenses will be secured by this Mortgage. If the proceeds of the foreclosure sale are not enough to pay what I owe you under the Note and this Mortgage and the expenses involved in a suit to collect what I owe you and/or to foreclose this Mortgage, then I will be personally liable for the difference.

16. **Receiver Of Rents**

If you start an action to collect the debt secured by this Mortgage or to foreclose this Mortgage, then you have the right to have a receiver appointed of the rents and profits of the Property. This receiver will apply any rents or profits collected first toward any costs or expenses incurred in connection with the appointment of the receiver, next to any costs or expenses incurred in the execution of duties as receiver, and finally to the payment of the debt secured by this Mortgage.

17. **Future Advances**

Upon my request, you, at your option, prior to discharge of this Mortgage, may make future advances to me which will be secured by this Mortgage (known as "future advances"). Any such future advances, together with interest or finance charges on these future advances, will be secured by this Mortgage if I execute a note or loan agreement which says that the future advances are secured by this Mortgage. The maximum principal amount which this Mortgage can secure, not including any amounts you advance under Paragraph 5 of this Mortgage, is the amount stated in Paragraph (D) titled "Note" in the section titled "Words Used In This Document" plus US $ _____.

18. **Your Obligation To Discharge This Mortgage When The Note And Mortgage Are Paid In Full**

When you have been paid all amounts due under the Note and under any notes or loan agreements for future advances and under this Mortgage, you will discharge this Mortgage. I will not be required to pay you for this discharge, but I will pay all costs of recording the discharge in the proper official records.

19. **Note Terms Made A Part Of Mortgage**

The terms of the Note and any other notes or loan agreements for future advances are made a part of this Mortgage.

Wyche, Burgess, Freeman & Parham
44 E. Camperdown Way
P. O. Box 10207
Greenville, SC 29602

BOOK 1919 PAGE 779

MAR 16 1988

Changing This Mortgage

This Mortgage may be changed only if you and I both give our written consent.

21. Waiver Of Homestead

To the extent allowed by law, I waive all right of homestead exemption in the Property.

By signing this Mortgage, I agree to all of the above.

Witness:

J. B. Stephens (Seal)

(Seal)

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 J. B. Stephens sign, seal, and as (his) (her) (their) (its) act and deed, deliver the within written Mortgage and that (s)he with the other witness named above witnessed the execution thereof.

Sworn to before me this 16th day of March 19 88.

Notary Public for South Carolina
My Commission Expires: 10/25/91

State of South Carolina)
County of) NA Probate

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named sign, seal, and as (his) (her) (their) (its) act and deed, deliver the within written Mortgage and that (s)he with the other witness named above witnessed the execution thereof.

Sworn to before me this
day of 19 .

Notary Public for South Carolina
My Commission Expires:

feet to a point on the southern side of Pelham Road; running thence with the southern side of Pelham Road, N. 84-07 E. 200 feet to a point; thence continuing with the southern side of Pelham Road, N. 84-07 E. 31.9 feet to a point; thence continuing with the southern side of Pelham Road, the following courses and distances, to-wit: N. 87-55 E. 99.5 feet; S. 85-33 E. 68.6 feet to a point; S. 85-33 E. 32 feet to a point; S. 79-11 E. 100 feet to a point; S. 72-58 E. 63 feet to a point; S. 72-58 E. 31.6 feet to a point; S. 68-57 E. 168.4 feet to a point; S. 68-57 E. 170 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

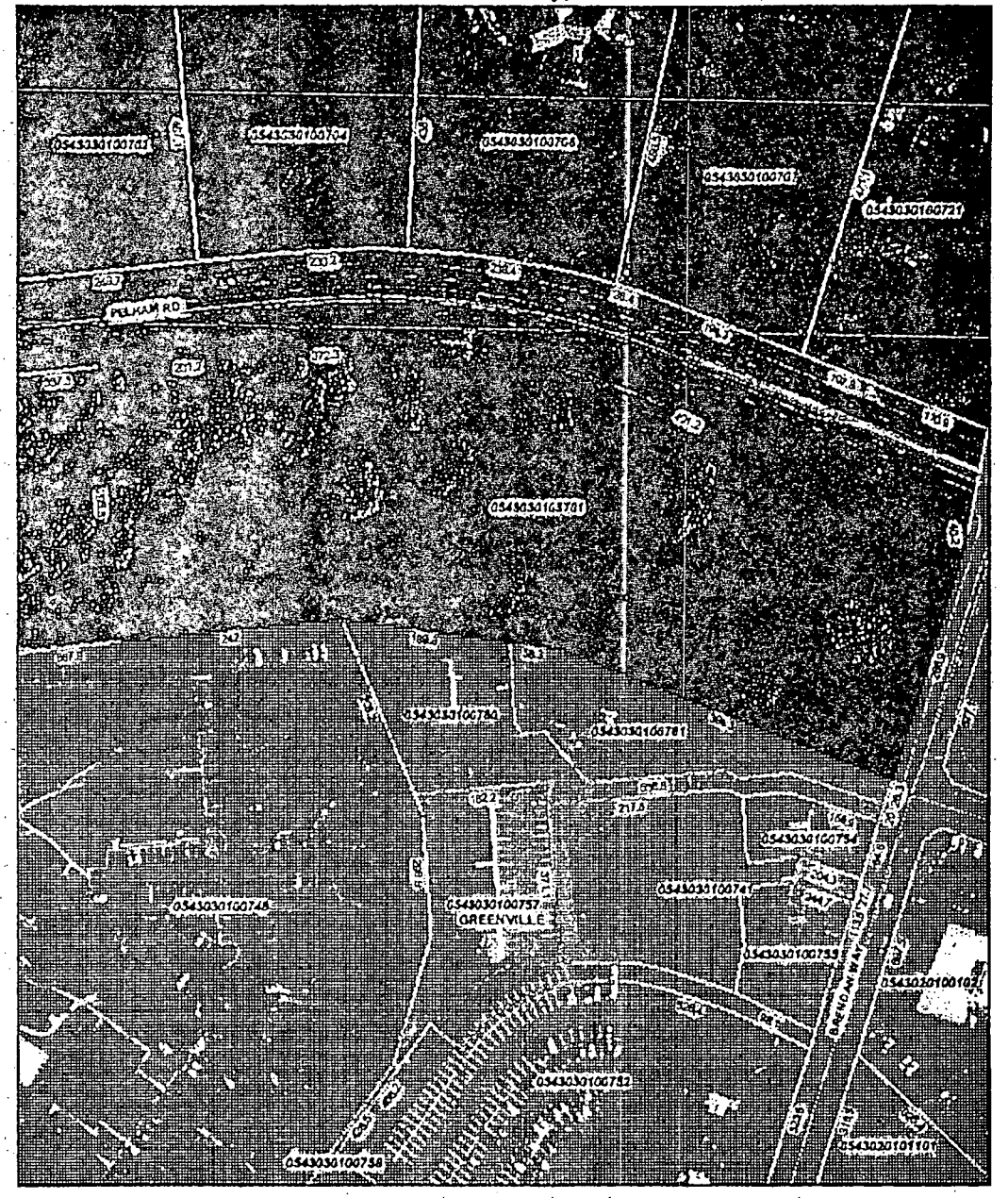
This is the same property as that conveyed to the Mortgagor herein by deed of Pelham Properties, Inc. recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1274 at Page 237 on August 25, 1986.

39755

RECORDED MAR 16 1988 at 11:19 A/M

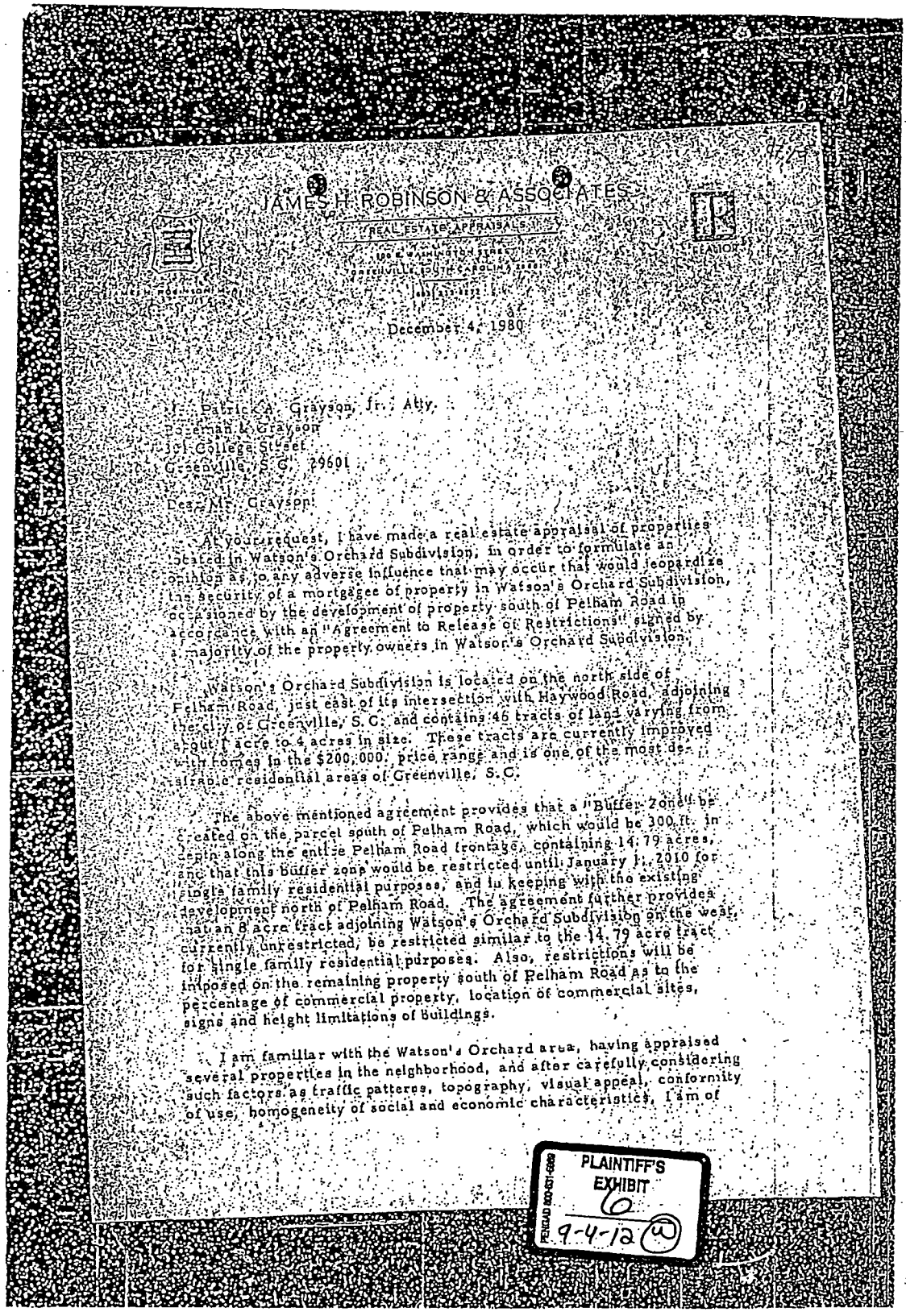
Pl's 4

Greenville County, SC



Disclaimer: This map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 Inch = 156 feet



JAMES H. ROBINSON & ASSOCIATES

REAL ESTATE APPRAISALS

December 4, 1980

Patrick A. Grayson, Jr., Atty.
Bateman & Grayson
301 College Street
Greenville, S.C. 29601

Dear Mr. Grayson:

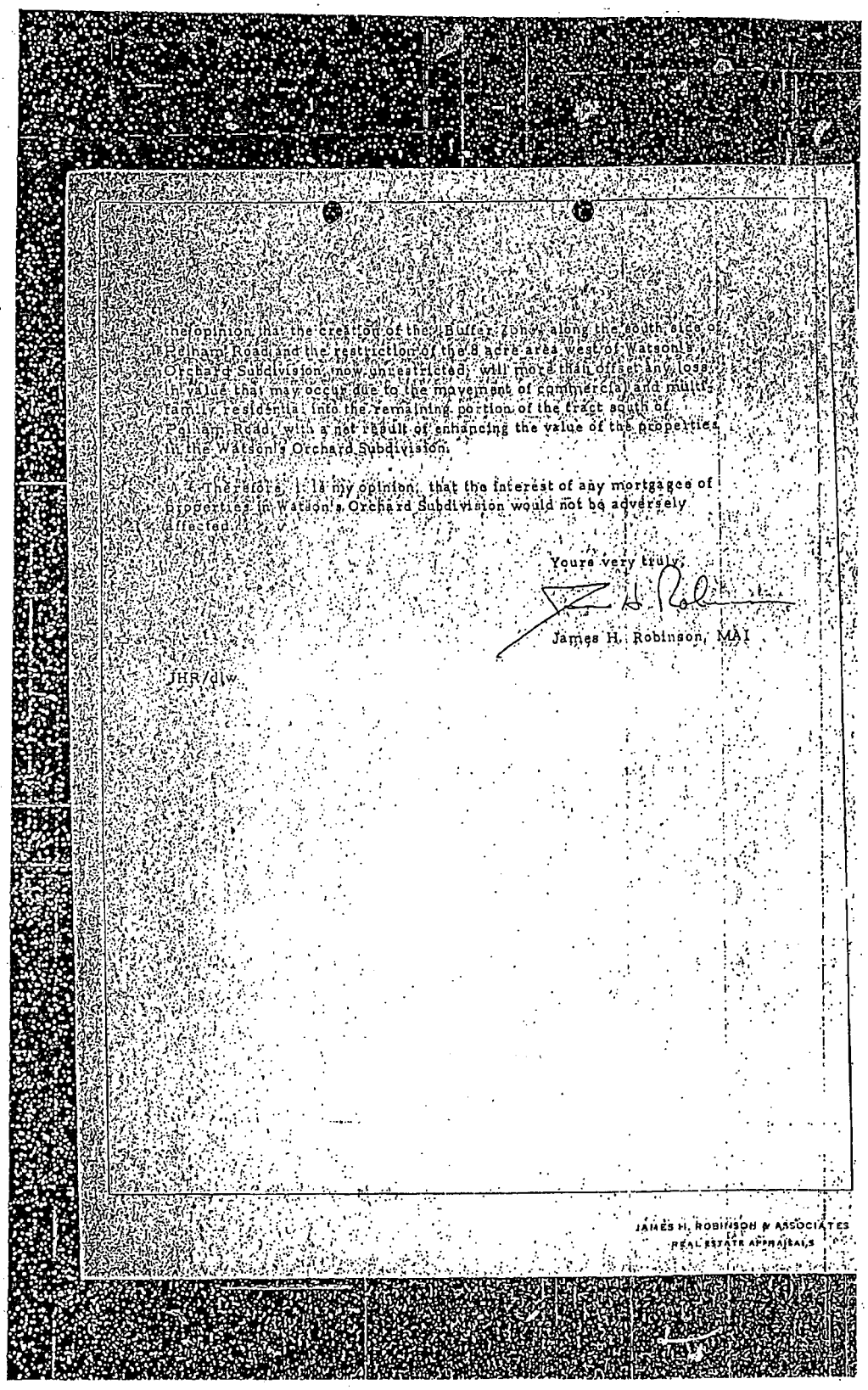
At your request, I have made a real estate appraisal of properties located in Watson's Orchard Subdivision, in order to formulate an opinion as to any adverse influence that may occur that would jeopardize the security of a mortgagee of property in Watson's Orchard Subdivision, occasioned by the development of property south of Pelham Road in accordance with an "Agreement to Release of Restrictions" signed by a majority of the property owners in Watson's Orchard Subdivision.

Watson's Orchard Subdivision is located on the north side of Pelham Road, just east of its intersection with Haywood Road, adjoining the city of Greenville, S.C. and contains 46 tracts of land varying from about 1 acre to 4 acres in size. These tracts are currently improved with homes in the $200,000. price range and is one of the most desirable residential areas of Greenville, S.C.

The above mentioned agreement provides that a "Buffer Zone" be created on the parcel south of Pelham Road, which would be 300 ft. in depth along the entire Pelham Road frontage, containing 14.79 acres, and that this buffer zone would be restricted until January 1, 2010 for single family residential purposes, and in keeping with the existing development north of Pelham Road. The agreement further provides that an 8 acre tract adjoining Watson's Orchard Subdivision on the west, currently unrestricted, be restricted similar to the 14.79 acre tract for single family residential purposes. Also, restrictions will be imposed on the remaining property south of Pelham Road as to the percentage of commercial property, location of commercial sites, signs and height limitations of buildings.

I am familiar with the Watson's Orchard area, having appraised several properties in the neighborhood, and after carefully considering such factors as traffic patterns, topography, visual appeal, conformity of use, homogeneity of social and economic characteristics, I am of

PLAINTIFF'S EXHIBIT 6 9-4-12 (W)



the opinion that the creation of the Buffer Zone along the south side of Pelham Road and the restriction of the 8 acre area west of Watson's Orchard Subdivision now unrestricted, will more than offset any loss in value that may occur due to the movement of commercial and multi-family residential into the remaining portion of the tract south of Pelham Road, with a net result of enhancing the value of the properties in the Watson's Orchard Subdivision.

2. Therefore, it is my opinion, that the interest of any mortgagee of properties in Watson's Orchard Subdivision would not be adversely affected.

Youre very truly,

James H. Robinson, MAI

JHR/dlw

JAMES H. ROBINSON & ASSOCIATES
REAL ESTATE APPRAISALS

From: Miller, Edward W. Law Clerk (Helena L. Jedziniak) <emillerlc@sccourts.org>
Sent: Friday, September 21, 2012 11:10 AM
To: 'Randall S. Hiller'
Cc: William Herlong
Subject: Hanold v. Watsons Orchard, 2009-CP-23-07707

Mr. Hiller,

Judge Miller has decided that the plaintiffs will prevail in the above-referenced matter. Accordingly, he has asked that you prepare an order pursuant to your post-trial brief with particular emphasis on the fact that South Carolina is a record notice state and that there was no evidence presented that the applicable regulations were complied with or that the plats in question were recorded.

Please share the proposed order with Mr. Herlong in an attempt to reach an agreement upon the wording of the document and then submit it to me to pass along to Judge Miller. If you have any questions or concerns, please let me know.

Best,
Helena

Helena L. Jedziniak
Law Clerk to the Honorable Edward W. Miller
305 E. North Street, Suite 219
Greenville, South Carolina 29601
(864) 467-8558
(864) 233-4173 Fax
emillerlc@sccourts.org

6

Grantee's mailing address: c/o L. W. Brunner, 800 Pelham Rd., Greenville, S. C. 29615

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JAN 6 4 22 PM '81
DONNIE S. TANKERSLEY
R.M.C.

1140 PAGE 997

KNOW ALL MEN BY THESE PRESENTS, that Lincoln of South Carolina, Inc.

A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina, in consideration of One Dollar and 00/100 ($1.00) Dollars,

the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Watson's Orchard Property Owners Association, Inc., its successors and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 18, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 89.6 feet to a stake; running thence S. 85-33 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 89.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.8 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.8 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

(11)50?-542.2-1-57

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

Being a portion of the property conveyed to the grantor by Richard F. Watson, Jr. by deed recorded in the RMC Office for Greenville County on October 7, 1980 in Deed Book 1134, at Page 991, and by deed of Southeast First National Bank of Miami, as Trustee under the will of Evelyn Peyton Watson recorded in the RMC Office for Greenville County on October 7, 1980 in Deed Book 1134, at Page 937.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(') heirs or successors and assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS whereof the grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this 15th day of January 19 81

SIGNED, sealed and delivered in the presence of:

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)
A Corporation
By
President
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of January 19 81

(SEAL)
Notary Public for South Carolina
My Commission Expires: 10-15-89

RECORDED JAN 6 1981 at 3:25 P.M. No. 11057

PATRICK H. GRAYSON, JR.
ATTORNEY AT LAW

220 North Main Street, Suite 200A
Greenville, South Carolina 29601

Phone (864) 770-4750
Fax (864) 271-0388
Email: pgrayson@realtlcorp.com

October 1, 2008

Mrs. Claire T. Manning
CHICAGO TITLE INSURANCE COMPANY
3700 Forest Dr., Suite 201
Columbia, SC 29204

Dear Claire:

Several weeks ago we discussed the matter of amending or terminating a Declaration of Restrictions and Protective Covenants ("Declaration"). Enclosed is a copy of the Declaration, together with a Background summary.

The Corporation, which owns property on Pelham Road and on Haywood Road, wishes to amend or terminate the Declaration. In 1981 when the Declaration was recorded, each of the 46 Owners of lots in Watson's Orchard Subdivision ("Subdivision") received a share of stock in the Corporation. Since that time certain Subdivision Owners sold their lots but retained their stock in the Corporation.

The result is currently there are 19 Subdivision Owners who also are shareholders in the Corporation. The remaining 27 Subdivision Owners do not own any stock (the "Non-shareholder Subdivision Owners").

The Declaration runs until January 1, 2010 at which time the covenants, conditions and restrictions shall be automatically extended for succession periods of ten (10) years unless by vote of a majority of the then Owners of lots into which the property described in the Declaration shall have been developed and in Watson's Orchard Subdivision change or amend the Declaration.

The word: "lots" is not defined, however, I believe the clear intent of the Declaration shows that the Owners of lots in Watson Orchard Subdivision have standing to vote.

In order to test the water for amending or termination the Declaration, the Corporation sent to every Subdivision Owner a proposal and asked for a nonbinding indication of support. The response has been spotty. There are some Non-shareholder Subdivision Owners who want the properties to remain as undeveloped property.

W001627

In order to determine the other parties who will be eligible to vote to amend or terminate the Declaration, it will be necessary to determine the definition of lots as it relates to the 14.79 acre tract and the Haywood Road property.

Greenville County has a subdivision ordinance which provides a process for developing property as lots. You will see from the enclosed deeds that the Corporation acquired title to the 14.79 acre tract and the Haywood Road property in 1981. Immediately, the Corporation conveyed a portion of the 14.79 acre tract in a deed which referred to five (5) lots on Pelham Road, retaining the remainder of the property estimated to be 8.29 acres. The conveyed property is estimated to be 6.50 acres. Currently, it is owned by J. B. Stevens. His property has not been officially subdivided into lots pursuant to the Greenville County Subdivision Ordinance.

The Corporation has asked me to determine who is eligible to vote to amend or terminate the Declaration. Once that is determined, and there is sufficient support to go forward, the Corporation will want to know the steps necessary for voting. I have some thoughts on the process; however, the first step is to determine eligibility.

As I see it, the issues are:

1. Does the Corporation have one (1) vote for:

    a) the portion of the 14.79 acre tract, being approximately 8.29 acres?
    b) the Haywood Road property?

2. If the Corporation subdivides the 8.29 acres into six (6) lots pursuant to Greenville County Subdivision Ordinance, will it have six (6) votes for this property?

3. Does J. B. Stevens have one (1) vote for his property or five (5) votes?

I would appreciate your comments on this matter.

With best wishes, I am

Very truly yours,

Patrick H. Grayson, Jr.

PHG/sw
Enclosures

W001628

Hi,

Frank and I were talking and we think that we should get a jump on the deadline of September 24 by calling the neighborhood stockholders plus the non stockholders (shown in Italics, below) to remind them that they need to fill out the "Non-binding Indication of Support" and return it to the committee. I'm asking each of us to take three lot owners to call or visit. Then offer to go by their house and pick up the signed form. Below are my, somewhat arbitrary, assignments. If you have a personal relationship with someone who is on somebody else's list, just trade. Lets try to get this done by Wednesday so that we will have a good idea where we stand at the end of the day.

John - Rachel McKaughan, Dee Mitchell, Erma Rash

Jerry - Lyn Byrne, Manfred Kramer, Chas. Howard

Joel - Mary Newell, *Tim Conroy, Nathan Scolari*

Frank - Sam Howard, Martha Westrope, Mary Poe

Ralph - Lucy Tiller, *Jim Stephens, Dennis Yusl*

We now need a minimum of 28 votes (I'll explain this later). If we get 100% of those on this list we will have 28 votes. We wouldn't need to get more than a couple of others as a cushion. Let's work hard on these and we can let RRs RIP (Rest In Peace.)

Given the attitude displayed at the meeting this week and the fact that the RRs are having meetings excluding you guys, I ask that you keep all of our activities confidential from this point forward.

Ralph

Watson Orchard Property Owners Association

Property Sale Advisory Committee

February 8, 2005

Meeting Location: 204 Highbourne Dr, Greenville, SC

Purpose of the Meeting: To discuss an offer by Jim Stevens to purchase the property owned by the Watson Orchard Property Owners Association, Inc (Referred to herein after as the Association).

Members Present: Henry Sullivan, Rachael McKaughan, Sammy Howard, Joel Norwood, Jerry Steele and Ralph Aiken – Chairman

Ex-officio Members Absent: Pat McNamara – Association President and Charlie Howard – Legal Advisor

Members Absent: Lucy Tiller and Frank Durham

The Offer: In late 2004, individuals who are members of the Association approached, J. B. (Jim) Stephens to ascertain his level of interest in purchasing the property owned by the Association – approximately 8.2 Acres on Pelham Road and 7.37 Acres on Haywood Road. Jim stated that he would like to buy the property (not the stock in the corporation) for $2,300,000. A letter was sent to all stock holders of record by Pat McNamara polling them to determine whether or not to proceed with negotiations on the offer. The results of the poll are attached. Of those responding 21 voted to proceed while 4 were opposed.

Questions which arose during the polling period:

- Would Jim consider buying the stock instead of the property? *No!*
- Will the property still be under the same deed restrictions after the sale? *Yes! The deed restrictions currently in place may not be altered until 2010*
- Is the sale of the property contingent upon a unanimous approval of the stock holders? *No! Actually the officers could authorize the sale without stock holder's approval. However, it has been determined by our officers that the more prudent approach is to act on the will of the majority of the current stock holders.*
- For tax purposes, is there any cost basis in the land? *No!*
- Is there a broker involved? *No!*
- Is there a real estate commission? *No!*
- What are the closing costs? *There will be a deed stamps of approximately $8510, plus legal, accounting and realtor hourly compensation, estimated to be approximately $2000. These would be paid out of the Association's cash holdings.*
- Will the proceeds of the sale be distributed by number of shares held or number of families represented? *By number of shares (There are 41 family units and 46 shares)!*

Latest Conversation with Jim Stephens: On February 4, 2005 Jim called Ralph Aiken to say (paraphrased) that it is time to "put up or shut up". He was under the impression that the Association would accept or reject his offer by January 1, 2005. He said that $2.3 million is his best and final offer and that it will remain "on the table until February 15, 2005." After that date the offer is withdrawn.

If the committee votes to move forward based on the overwhelmingly positive response to the initial survey, we should:

- Divide the roster of stock holders between ourselves. Each committee member would be asked to contact approximately four Association members (not including themselves) by telephone or in person. This must be accomplished ASAP. Preferably by the end of the day – February 9.
- If the person sent a response earlier, ask if they have any questions and the if the position that they took earlier remains the same. If so, just indicate that on their letter. They need not send in a second response.
- If they have not responded in writing, earlier, ask for their verbal vote and then ask that they confirm that in writing via e-mail to RHAiken@aol.com or by fax to Ralph Aiken 864-233-2573 or by US Mail to Ralph Aiken 204 Highbourne Dr, Greenville, SC 29615.
- Make sure that they understand that we need a response by Saturday February 12.

If we get 24 or more positive votes:

- We will notify our President, Pat McNamara, who will inform Jim Stephens that he has a deal.
- Jim will, then, likely instruct his representative to prepare a "Legal Offer" and submit that to Pat.
- A realtor (preferably Pat McNamara) will review the offer and negotiate any "business points".
- The offer will, then, be turned over to an attorney (preferably Charlie Howard) for legal review and "closing" activities.
- Upon receipt of the payment the Treasurer of the Association will pay all corporate taxes and distribute the remainder to the share holders.
- After all other expenses and debts have been satisfied the Treasurer will distribute the remaining balance of cash reserves from our checking account.
- The corporation will be dissolved in a timely fashion.
- Individual stock holders will need to report the dividend as advised by their tax accountant.

W001537

MEMORANDUM

TO: Watson's Orchard Property Owners Association Stock Holders

FROM: Ralph Alken – President

SUBJECT: Update on Action Plan Committee's Activities

DATE: July 21, 2008

Those of you who were able to attend the Annual Stockholders Meeting In February of this year will recall that I presented an "Action Plan" for accomplishing the sale of the two parcels of land belonging to Watson's Orchard Property Owners Association (WOPOA). The plan was unanimously approved and a committee of five men was selected to carry out the plan. The committee members are John Vry, Jerry Steele, Joel Norwood, Frank Durham and me. At our first meeting the committee asked me to serve as chairman.

As we began our work, we became, increasingly, aware of the pit falls and legal requirements that challenged the success of our assignment. It was obvious that we needed professional assistance in such matters as real estate, law, securities, title insurance, land planning, value appraisal, marketing and others. We believe that we are addressing all of these issues and are making good progress towards the biggest hurdle, which is getting the current deed restrictions on our property altered or eliminated so as to allow a more logical use of the property than the present single family residential restriction in the "Declaration".

The committee has met on numerous occasions and on several of these we have included the Board of Directors, when the WOPOA by laws required their authority to conduct some item of business. It would take many pages to detail all that has transpired but here are the highlights in abbreviated form:

- Entered into an Exclusive Authorization to Sell with RealtiCorp as real estate broker for the sale of the property on Pelham Road. Pat Grayson, attorney for RealtiCorp, is working with us to determine the required steps to amend or terminate the existing Declaration of Restrictions and Protective Covenants.
- The proposed payment to the home owners in Watson's Orchard Subdivision could involve securities law issues. We have selected the firm of Nelson, Mullins, Riley & Scarborough ("Nelson Mullins") to advise us on the securities matters. Further, we have selected Nelson Mullins as the title agent for Lawyers Title Insurance Corporation. We will need a title insurance commitment for the property and an understanding as to the steps required to amend or terminate the Declaration.

W001016

- We have obtained a loan commitment from Greenville First Bank for a line of credit up to $100,000 to provide funds for legal fees and professional costs. The loan will be secured by a mortgage on the Pelham Road property. We do not expect that our costs will approach this amount, but felt that it would be prudent to have a reserve "hedge" against unforeseen expenses.
- The property consisting of approximately 6 acres on Haywood Road has not been listed with RealtiCorp at this time. We are trying to determine the access issues for this property.
- We have notified the home owners that we are looking into procedures to amend or terminate the Declaration and a plan to sell and dispose of both properties. We further notified them that we will present a detailed outline as soon as the title issues are resolved.
- We have engaged Site Design, Inc to develop four preliminary, optional. land use plans and are in the process of obtaining certified appraisals on two of those.

Up coming activities include:

- Meeting the requirements for title insurance
- Confirming the legal ownership of each lot in the Watson's Orchard neighborhood
- Preparing a document for current home owners to vote on changing the deed restrictions
- Determining our position in regards to state and federal securities laws
- Exploring alternatives such as a conservation easement
- Meeting with and negotiating with current home owners

All of this and more must be accomplished before we can release RealtiCorp to begin the marketing of our property. If all of this sounds very complicated, it's because it is. However, you can be assured that your committee and board of directors are making every effort to achieve our primary goals of protecting the residential environment of Watson's Orchard; obtaining the best possible financial result for our stock holders; and maintaining our sanity in the process. When it seems prudent to do so we will update proceedings in future memos to you.

Best Regards,

Ralph Aiken

W001017

PATRICK H. GRAYSON, JR.
ATTORNEY AT LAW

220 North Main Street, Suite 200A
Greenville, South Carolina 29601

Phone (864) 770-4750
Fax (864) 271-0388
Email: pgrayson@realtlcorp.com

September 1, 2009

Mr. Tom Dunlop
CHICAGO TITLE INSURANCE COMPANY
3700 Forest Dr., Suite 201
Columbia, SC 29204

Dear Tom:

This is to follow-up our conversation yesterday regarding the definition of lots under the Declaration of Restrictions and Protective Covenants, which we sent last October for an opinion as to whether the owner of a tract of land on Pelham Road consisting of 8.29 acres and approximately 6 acres on Haywood Road is entitled to vote to amend the Declaration.

The owner of these tracts is a corporation named Watson Orchard Property Owners Association, Inc. ("Corporation").

Attached is my letter to Claire dated October 1, 2008.

Your office has furnished an E-mail stating that J. B. Stevens the owner of five (5) lots has five votes.

As I recall your office had the opinion that the Corporation as owner of the 8.29 acre parcel on Pelham Road and the 6 acres on Haywood Road did not have a vote for each of these parcels. However, I cannot find anything in writing or by E-mail from your office.

Correct

The Corporation president asked me to re-contact your office about this matter.

The Corporation sent ballots to every lot owner in the Watson's Orchard Subdivision to vote on an amendment to the Declaration. Counting the five (5) votes of J. B. Stevens (now in his estate) and votes of lot owners in Watson's Orchard Subdivision, there are 26 ½ affirmative votes. The ½ vote is by an owner of an undivided ½ interest in a lot. The owner of the other ½ interest vote has not voted. A majority vote of 27 votes is needed to amend the Declaration.

If the Corporation as owner of the 8.29 acres on Pelham Road and 6 acres on Haywood Road had one (1) vote for each of these parcels, the Corporation could achieve a majority vote, and accomplish the amendment to the Declaration.

Under the Declaration, if majority of the then owners of lots into which the property described in the Declaration and in Watson's Orchard Subdivision do not vote to amend by January 1, 2010, the Declaration shall be automatically extended for a ten (10) year period.

I would appreciate it if you would review your files and comment as to whether you believe the Corporation is entitled to two (2) votes for the referenced parcels.

Thanks for looking at this matter.

Best regards,

Patrick H. Grayson, Jr.

PHG/sw

NONBINDING INDICATION OF SUPPORT

The undersigned Subdivision Owner understands that the Watson's Orchard Property Owners Association, Inc. (the "Corporation") desires to obtain a nonbinding indication of support from the Subdivision Owners of their willingness to vote to amend the Declaration and to share the net proceeds from the sale of the Pelham Road Property as stated in the following Resolutions prior to the Corporation becoming further obligated for costs and expenses in carrying out the Resolutions.

The undersigned Subdivision Owner hereby expresses his or her willingness to vote to amend the Declaration as stated in the following Resolutions, acknowledging that this is a nonbinding indication of support and that the undersigned will not be bound in any way until the undersigned has received, reviewed, signed and delivered a legally binding document evidencing such vote.

Subdivision Owner of Lot # _____

House Address:_____
Greenville, S.C. 29615

_____

_____

RESOLUTIONS

Resolution	RESOLVED, that the shareholders authorize the Corporation to share the net proceeds of sale of Pelham Road Property with the Non-shareholder Subdivision Owners who vote to amend the Declaration to allow the sale for Neighborhood Commercial and Planned Office Development as defined by the County of Greenville, SC., the net proceeds to be divided equally among the shareholders and Non-shareholder Subdivision Owners.
Resolution	RESOLVED, that the Corporation hereby confirms the Exclusive Authorization to Sell and agree to sell the Pelham Road Property at a sales price or prices approved by the Board of Directors.
Resolution	RESOLVED, that the shareholders authorize the Corporation to convey the Haywood Road Property to a trustee under a conservation easement on terms to be negotiated by the Board of Directors..
Resolution	RESOLVED, that the Corporation undertake to have the Declaration amended to allow the Pelham Road Property to be used for Neighborhood Commercial and Planned Office Development use.
Resolution	RESOLVED, that the Corporation officers and Board of Directors be authorized to structure the transactions described above with such changes as they may deem appropriate or necessary to effectuate the purposes and intent of the resolutions.

W001622

In our meeting tomorrow night we will need to address the following options for obtaining the necessary votes to alter the deed restrictions. As you know, I made a couple of suggestions over the past few days. They are based on the current number of lots that have a vote in the matter – 55. Votes needed to change the Declarations -28

Option 1 – Share the proceeds equally with the non stockholders as voted during our last meeting and explained in my draft letter to the stockholders.

Option 2 – Obtain a unanimous vote of the resident stockholders & WOPOA (20), bring Jim Stevens and his 6 votes in and obtain 3 others from non-resident lot owners for a total of 29 votes.

Option 3 – Offer full share value to first 10 non-stockholder residents who sign commitment to change deed restrictions for a total of 30 votes.

Option 4 – Send letter to non-stockholder residents as drafted except in lieu of the "partnership" deal offer to donate the first $100,000 to the treasury of the Watson's Orchard Homeowners Association. (Note to Pat: I know that you said that we can't offer to pay that association because it has no standing on this issue, but could we simply agree to donate the money to that treasury if the restrictions are changed by the lot owners and if a sale is actually accomplished?)

Option 5- Pat, how much trouble would there be if we elect to sub-divide the both properties into the lot sizes stipulated in the deed restrictions. If we did, WOPOA would now have 10 votes instead of 2. With the 18 we already have that would give us 28, but because the total lots would now be 63 a majority would be 32 instead of 28. So we would still need Jim's 6, for a total of 34.

Option 6 – Is there any chance that enough residents would vote for the change if we offer for the conservation easement on the north parcel?

In a conversation with Jim, last night, he was enraged over Ronna's letter and is clearly on our side in this matter. I have not mentioned the fact that he has 6 votes and of course have not broached the subject of his voting to support us. However, if we decide to do something that includes him, I think with the agreement to alter his deed restrictions simultaneously with ours he would vote with us.

Once we decide what direction we choose, I think we need to have a private meeting with the resident stockholders to see if we are unanimous in our plan and can count on their 28 votes. I ran into Mr. Cramer today and it appears that he has bought into Ronna's thinking. He says that Jane wants to see the two parcels remain "green". After making him aware of a few facts, he seemed to soften to the question and said that we need to talk to Jane. I wonder how many other stockholders have been similarly misled.

W001623

Watson Orchard Property Owners Association

April 15, 2005

Dear Association Member,

As you know, your officers had received a verbal expression of interest from Jim Stephens to purchase the Association's property (8.2 acres on Pelham Road and 7.37 acres on Haywood Road) in late 2004. The officers appointed a committee to determine the level of interest of the share holders in such a sale. The committee explained the offer to the share holders and received an overwhelming response to sell. The vote was 36 in favor, 5 opposed and 3 no response.

Jim was informed of the interest of the majority of the share holders to proceed. However, he was disappointed that the vote was not unanimous and after further consideration, Jim withdrew his offer until a more favorable vote could be obtained.

As we understand it, Jim would still be very interested if the deed restrictions could be changed to allow for development of the property that would require a suitable buffer between the development and Watson Orchard; would have a use that would not be open prior to 8:00AM and would be vacated by 6:00PM: would produce no audible (to Watson Orchard) sounds; and would have no odors. This sounds like office space, most likely.

In any case, the committee had obtained your favorable vote on the basis that there would be no change in the deed restrictions, so your officers had no choice but to break off any further negotiations.

While most of us may be disappointed in the outcome of this, we would like to explore other options of disposing of the property before our cash assets are depleted and we have to assess share holders for tax payments. You may be assured that you will be kept informed of any further developments.

Sincerely,
Watson Orchard Property Owners Association

Dorothy A. Brown, Secretary

Ralph H. Aiken, Committee Chairman

W002047

If we count Jim's vote as two and our vote as two the total lots is 50. Majority is 27.

We have:	WOPOA	2
	Jim	2
	John	2
	Jerry	9
	Frank	1
	Joel	1
	Ralph	3
	Total:	20

If we count Jim's vote as 6 and our vote as two the total lots is 54. Majority is 28.

We have:	WOPOA	2
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	24

If we count Jim's vote as 6 and our vote as 7 the total lots is 59. Majority is 30.

We have:	WOPOA	7
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	29

Sevon Griffith - Ralph
Joe Thomason - Frank
Scott Payne - Frank
Mac Reeves -
Nathan Scolari
Lynn Shook - Jerry
Cameron Smith

If we count Jim's vote as 6 and our vote as 10 the total lots is 62. Majority is 32.

We have:	WOPOA	10
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	32

Dean Varner - Jerry
Dennis Yusl - Ralph
Dee Mitchell - John

W001471

	Need	Have	Need More
Option 1:	24	15	9
Option 2:	28	23	5
Option 3:	32	23	9

W000876

WOPOA Committee Meeting

July 15, 2008

The agenda for the meeting is in bold italics. Committee actions follow each item.

1. ***Ralph's report on meeting with title and securities attorneys.*** A verbal report was given, followed by a presentation of a written proposal from Neil Grayson of Nelson Mullins Riley & Scarborough (a copy is attached to this e-mail). The committee recommended that the Board of Directors issue a retainer check in the amount of $3000 to Nelson Mullins and authorize them to proceed with their work on the title insurance requirements, immediately. (Unfortunately, the WOPOA Treasurer is out of town until the week of July 27 and she has the Association check book. If this will cause a delay, Ralph's signature is authorized on the bank account and a counter check could be issued).

The committee recommended the selection of the first option, on page two of Neil's letter regarding securities. If we elect to offer a fixed cash amount to the lot owners in exchange for their support of an alteration to or deletion of the present "Declarations" it would be contingent on the future sale of the properties. However, the possibility of offering a "conservation easement", particularly if a tax credit would result, is of definite interest to us. We would like further clarification on this possibility as soon as possible.

It appeared to the Committee that there is the potential for some overlapping of responsibilities between Pat Grayson and the Nelson Mullins attorneys, particularly in the area of developing a strategy and negotiating with the home owners. Although we fully intend to recommend that our Board sign the agreement with Nelson Mullins, we respectfully request detailed clarification of who will be responsible for each required action. We wish to make it clear that only the activities that are beyond the normal functions of Pat Grayson's office will be included in our agreement with Nelson Mullins.

Nelson Mullins has also agreed to serve as our closing attorney on the line of credit, discussed in item 5 below.

2. ***Frank Durham's meeting with the Officers of the Watson's Orchard Home Owners Association.*** While his appearance was in his capacity as the Immediate Past President, and in no way represented an "official" presentation by the WOPOA, Frank made a diplomatic but firm statement to the group about unsubstantiated rumors that had been circulating in the neighborhood. He made it clear that a meeting with all of the neighbors would be forthcoming when we have all of the facts in hand regarding the potential sale of the properties owned by WOPOA. He reassured them that we have their best interest as a priority in all of our deliberations. Apparently, his reassurance was well received, as is evidenced by the minutes of that meeting, which were distributed to the neighbors and a copy of which is attached to this document. During the meeting, Frank requested that a list of the current residents of Watson's Orchard be sent to Ralph. (This list was received and is an attachment to this document. In return, they asked for a list of the current stock holders in WOPOA. Ralph e-mailed that to Ronna Hanold, Secretary.) (Ronna has, subsequently, requested the names of our attorneys which Ralph provided).

3. ***Pat Grayson's recommended memo to the neighbors.*** Ralph had made several minor revisions to Pats draft and the committee approved the amended version. It was subsequently delivered by hand to each home by the committee members. A copy of the distributed version is attached. Ralph made 15 copies of the "Declaration" and delivered those to the secretary of the Home Owners Association, who had agreed to make the document available to home owners in accordance with our letter. The memo also requested the "official" names on the ownership documents for each lot. (As of this writing, we have received only six. I will accumulate as many

as possible and forward those to Pat and Marion when I assume that I have received all we could get. Committee members and Board Members are reminded that we need theirs, too.)

4. *Joel Norwood's report on the land development progress.* Joel introduced Andy Sherrod of Site Design Inc., who presented preliminary drawings of three development options of our south of Pelham property. One was highly commercial, one was primarily office park and the third was just a division of the site into six lots. The committee asked Andy to develop one more scenario that would focus on multi-family housing, perhaps tying into the existing apartment complex in Orchard Park. Andy discussed the utility availability at our property and said that we have good access to everything except sanitary sewer. Several possibilities exist and will need to be addressed, eventually, in preparation for discussions with potential buyers. This could include some agreement with Jim Stevens. Ralph is retaining the copies of the drawings. Joel will be obtaining appraisals on the office option and the multi family housing options, both of which envision the use of the Haywood/Pelham corner as commercial. We will request that RealtiCorp give us a realtor's opinion on these two options as well as the highly commercial concept. (The commercial concept is not considered, by the committee, to be a viable option but a "rough guestimate" by RealtiCorp would of interest to the committee).

5. *Lucy Tiller's Treasurer's report on the establishment of a line of credit for WOPOA.* In Lucy's absence, Ralph reported that a line of credit has been established with Greenville First Bank in the amount of $100,000 at the prime interest rate (currently 5%). The bank fee is $100. The two authorized signatures on the LOC are Lucy S. Tiller and Ralph H. Aiken. The loan is a mortgage on the WOPOA property. We had a CD which has just matured so we agreed to place those funds into our checking account to be used prior to drawing any money from the LOC. The current balance in the checking account is $13,293.36.

6. *Updated information for WOPOA stock holders.* A stock holder, Eleanor Sheppard of Crystal River, FL, wrote to Ralph asking for information on the activities of our committee. He responded with a brief listing of the highlights of our work. The committee agreed that a letter to all stock holders should be drafted by Ralph and approved by Pat Grayson, then mailed to them. This will be our first report since the committee was established at the annual stock holders meeting in February.

The meeting was subsequently adjourned.

WOPOA Board of Directors Meeting

July 15, 2008

Immediately following the adjournment of the committee meeting the Board of Directors was called into session to take action on the recommendations of the committee. Present for the meeting were- Barbara Aiken, Secretary and Ralph Aiken, President and Chairman.

The Board voted unanimously to approve all of the recommendations as stated herein above.

Ralph H. Aiken — Barbara M. Aiken

By: Ralph H. Aiken
Chairman

Barbara M. Aiken
Secretary

W001927

Accountant – Cordell Porter of Porter & Highley

Land Planner/Engineer- Andy Sherard - Site Design Inc

Broker – RealtiCorp – Anna Martin - RealtiCorp

Real Estate Attorney – Pat Grayson - RealtiCorp

Securities Attorney – Neil Grayson – Nelson, Mullins, Riley & Scarbourgh

Title Insurance Attorney – Marion Sieffert - Nelson, Mullins, Riley & Scarbourgh

Appraiser –Mark Ratchford – The Robinson Company

Bank – Greenville First

Realtors Opinion of sale value - $3,500,000

Appraisal – Office Park w/ small commercial corner - $2,283,000
Appraisal – Multi-family housing w/ small commercial - $1,780,000

W000969

Watson's Orchard Property Owners Association

2008

Credits

Principal from CD	$12,000.00 matured 7-9-08
Interest from CD	424.36
Interest from checking account	24.46
	$12,448.82

Debits

Insurance:	
Bond	107.00
Liability	350.00
CPA - Porter + Highley	225.00
SC Dept. of Revenue	25.00
Annual Meeting	168.05
Greenville County taxes	
8.2 acres	3,137.10
6.705 acres	47.80
	4,059.95

Related to Study to Change Restrictions:

Legal (Horton, Drawdy, etc) 500	4,875.00
(Nelson, Mullins, Riley, etc) 3000	
(Pat Grayson / Reedi Corp) 1375	
Stamps + Copying	238.28
(Aiken Cost Consultants) 122.71	
(Ralph Aiken for Meeting with Homeowners 91.72	
(Carolina Legal Copy Service 23.85	
Greenville First origination fee for line of credit	100.00

W001891

EXHIBIT "D"

CERTIFICATION

The undersigned, RALPH H. AIKEN, hereby certifies that he is president of Watson's Orchard Property Owners Association, Inc. (the "Corporation"); that the Corporation desires to amend and change the Declaration of Restrictions and Protective Covenants recorded in the RMC Office (now Office of Registered of Deeds) for Greenville County, January 18, 1981 in Deed Book 1140, Pages 961- 969 (the "Declaration"); to accomplish said amendment and changes, the Corporation prepared a Vote document for each owner of a lot in Watson's Orchard Subdivision as defined in the Declaration; that the Corporation sent the Vote document to each Lot owner together with a proposed Agreement to Release Declaration of Restrictions and Protective Covenants ("Agreement") by certified mail; that attached to this Certification are copies of the certified mail notices; that the Corporation received the executed Vote document and Agreement from the twenty-two (22) Subdivision Owners identified on Exhibit "C" to Amended and Restated Declaration of Restrictions and Protective Covenants ("Amended and Restated Declaration"); that in addition the Corporation received the Vote document executed by James G. Stephens and Ralph D. Kellar as Co-Trustees of the Revocable Trust Agreement dated March 19, 1996 established by James B. Stephens as Amended and Restated by Amended and Restated James B. Stephens Revocable Trust Agreement dated July 15, 2003, Pelham Farm, LLC, Legacy One, LLC, and SESP, LLC the owners of the Trustee/LLC Property described in the Amended and Restated Declaration, which owners are entitled to five (5) votes; that the Corporation is the owner of the Pelham Road Tract and the Haywood Road Property described in the Amended and Restated Declaration; that the Corporation voted one (1) vote for the Pelham Road Tract and one (1) vote for the Haywood Road Property (six (6) votes for the Pelham Road Tract and four (4) votes for the Haywood Road Property if the Corporation is entitled to such votes). The votes total twenty-nine (29) out of fifty-four (54) (or forty-seven (47) out of sixty-two (62), if the Corporation is entitled to ten (10) votes), in either case, the votes received total more than a majority vote.

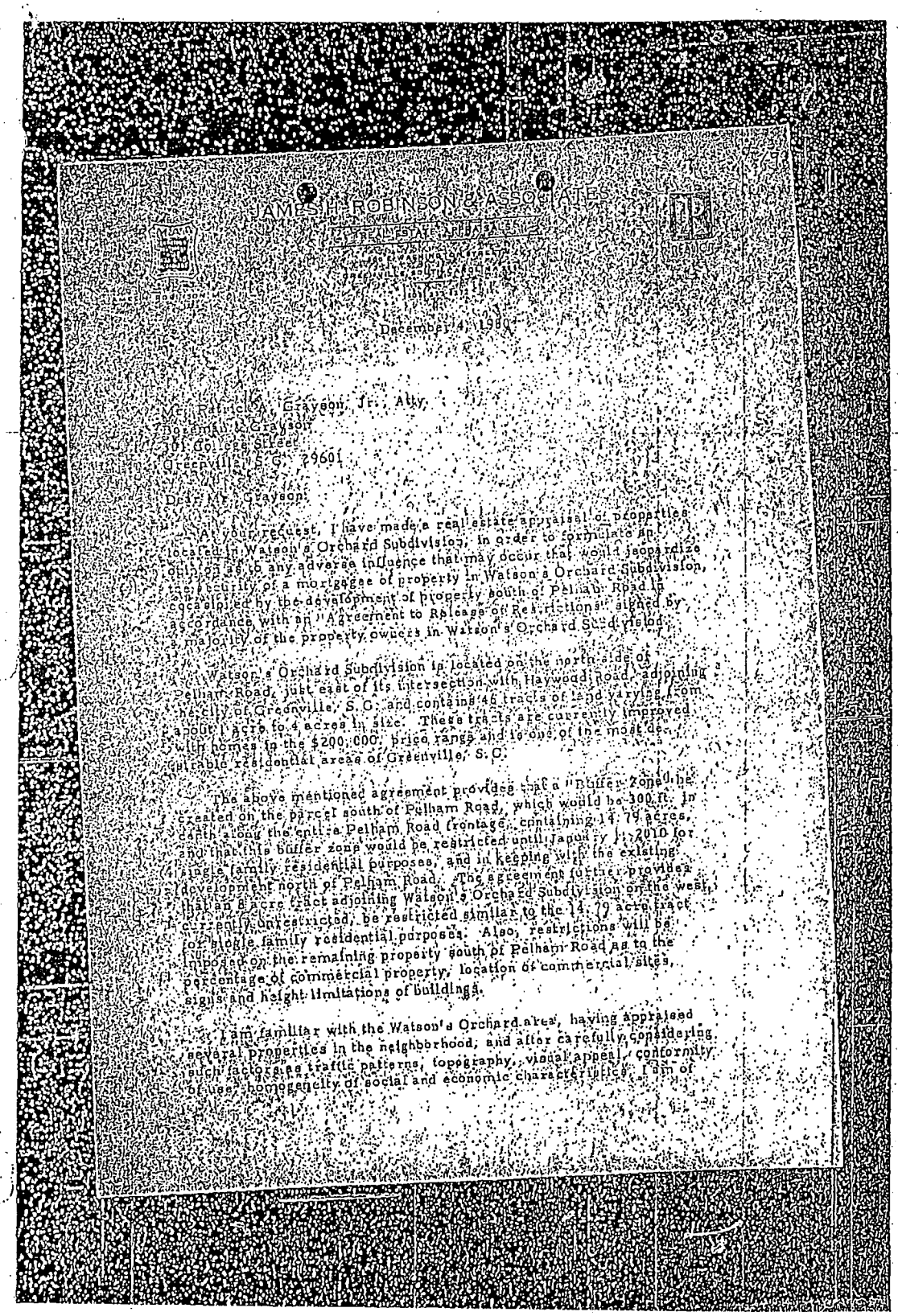
Ralph H. Aiken, President of
Watson's Orchard Property Owners
Association, Inc.

SWORN TO before me this 2nd
day of October, 2009.

Notary Public for South Carolina

My Commission Expires: 10/15/11

SUSAN D. WALKER NOTARY PUBLIC SOUTH CAROLINA



JAMES H. ROBINSON & ASSOCIATES

REAL ESTATE APPRAISERS

December 14, 1980

Mr. Patrick A. Grayson, Jr., Atty.
Mr. Kenneth L. Grayson
101 College Street
Greenville, S. C. 29601

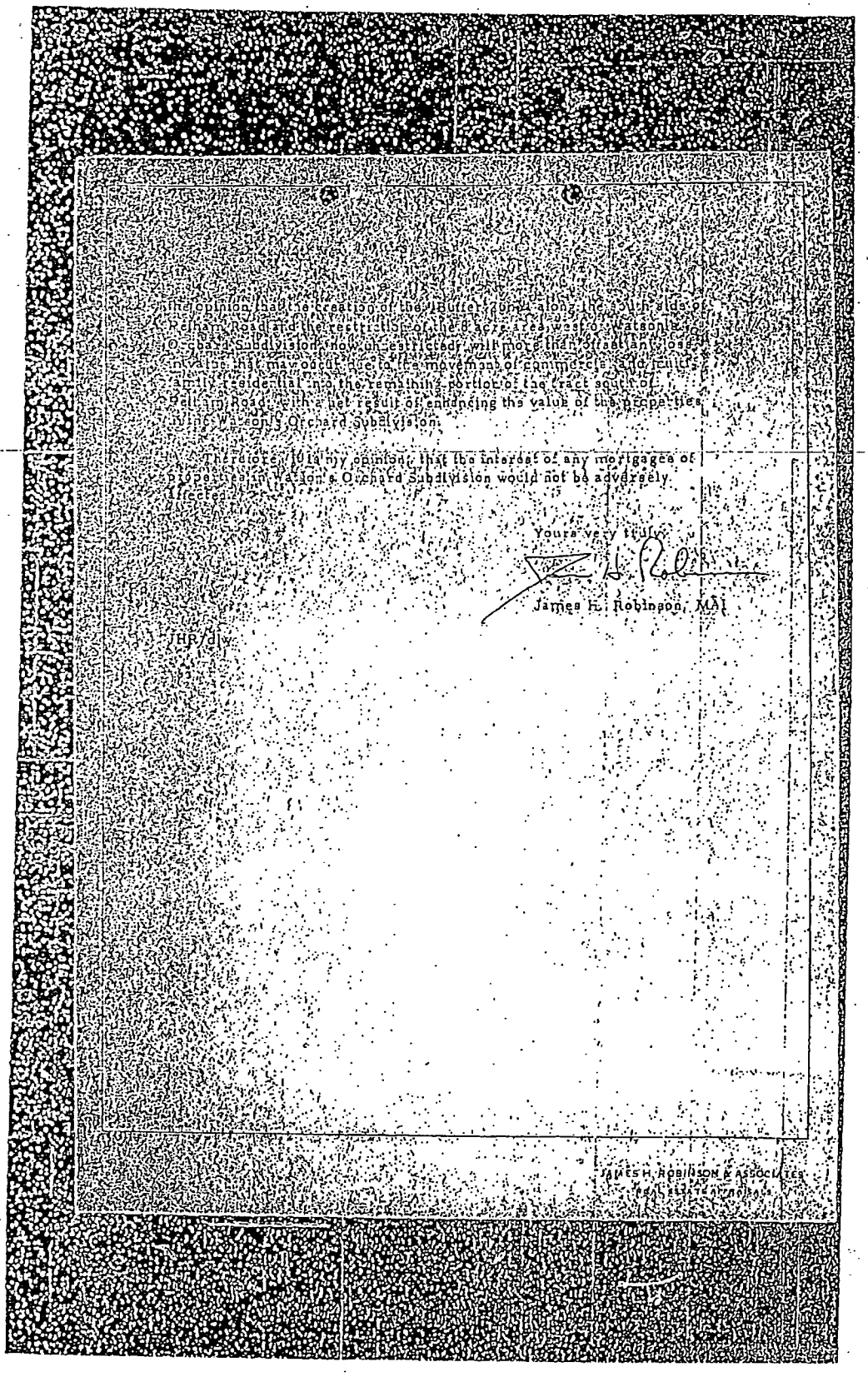
Dear Mr. Grayson:

At your request, I have made a real estate appraisal of properties located in Watson's Orchard Subdivision, in order to formulate an opinion as to any adverse influence that may occur that would jeopardize the security of a mortgagee of property in Watson's Orchard Subdivision, occasioned by the development of property south of Pelham Road in accordance with an "Agreement to Release or Restrictions" signed by a majority of the property owners in Watson's Orchard Subdivision.

Watson's Orchard Subdivision is located on the north side of Pelham Road, just east of its intersection with Haywood Road, adjoining the City of Greenville, S. C. and contains 46 tracts of land varying from about 1 acre to 4 acres in size. These tracts are currently improved with homes in the $200,000 price range and is one of the most desirable residential areas of Greenville, S. C.

The above mentioned agreement provides that a "buffer zone" be created on the parcel south of Pelham Road, which would be 300 ft. in depth along the entire Pelham Road frontage, containing 14.79 acres, and that this buffer zone would be restricted until January 1, 2010 for single family residential purposes, and in keeping with the existing development north of Pelham Road. The agreement further provides that an 8 acre tract adjoining Watson's Orchard Subdivision on the west, presently unrestricted, be restricted similar to the 14.79 acre tract for single family residential purposes. Also, restrictions will be imposed on the remaining property south of Pelham Road as to the percentage of commercial property, location of commercial sites, signs and height limitations of buildings.

I am familiar with the Watson's Orchard area, having appraised several properties in the neighborhood, and after carefully considering such factors as traffic patterns, topography, visual appeal, conformity of use, homogeneity of social and economic characteristics, I am of



In my opinion, [illegible] the creation of the buffer [illegible] along the [illegible] side of Delaney Road and the restrictions on the 8 acre [illegible] west of Watson's Orchard Subdivision [illegible] will more than [illegible] loss in value that may occur due to the movement of commercial and multi-family residential into the remaining portion of the tract south of Delaney Road, with a net result of enhancing the value of the properties in Watson's Orchard Subdivision.

Therefore, it is my opinion that the interest of any mortgagee of property in Watson's Orchard Subdivision would not be adversely affected.

Yours very truly,

James H. Robinson, MAI

JHR/dlv

JAMES H. ROBINSON & ASSOCIATES

LATHAN & BARBARE
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
202 S. PLEASANTBURG DRIVE
FIFTH FLOOR, SUITE D
GREENVILLE, S.C. 29607-2547
(864) 232-2700
FAX (864) 370-3431

RONALD P. BARBARE

RAY D. LATHAN

November 20, 1996

Mr. Jim Stephens
[illegible] Pelham Road
[illegible]enville, S. C. 29615

Dear Jim:

You have brought to me a proposed Amendment to Restrictive Covenants covering Watson Orchard Subdivision wherein the homeowners propose to amend the existing restrictive covenants as now appear on the property of record in Deed Book 690 at Page 531 and Book 578 at Page 116. Those proposed Amendments call for [illegible]ial ass[illegible]s and such other assessments as are deemed appropriate by [illegible]ority of the homeowners association.

Your question to me is: Can the majority of homeowners in Watson Orchard impose the amended restrictions on your property without your consent?

I have reviewed the proposed Amended Restrictive Covenant along with the preliminary Restrictions and Protective Covenants recorded in Deed Book 690 at Page 531 and the Restrictive and Protective Covenants recorded in Deed Book 758 at Page 116, Greenville County, South Carolina. In addition, I have reviewed the case documents and decision that was filed in the case of Bayner v. Stephens, 347 SE2d, 878 (1986) wherein the Supreme Court of South Carolina addressed the same restrictions.

Based upon my review of these documents, it is my opinion that any attempted amendment of the Restrictive Covenants by a majority of the homeowners located 500 feet or more from Pelham Road could not have any legal binding effect upon your property without your written consent.

The initial covenants recorded in Deed Book 690 at Page 531 which was of record at the time you purchased your property are the applicable restrictions to your property. There are no provisions in those Restrictive Covenants which allow for any amendment. Therefore, any amendment to those Restrictive Covenants affecting your property would have to be with your consent. The preliminary

W002219

restrictions do contemplate the further restrictions by the developer which resulted in the Restrictive and Protection Covenants recorded in Deed Book 758 at Page 118. However, those Restrictive Covenants only pertain to the lots that are 500 feet north of Pelham Road. This, of course, will exclude the seven lots that lie along Pelham Road.

This was the subject matter of the case of Reyner v. Stephens, supra, and the court made a distinction between the seven lots located along Pelham Road and the remaining lots. The Supreme Court of South Carolina held that the lot owners which existed off of Pelham Road could not enforce restrictions against the lots located on Pelham Road because there was no existing reciprocal negative easement. The reasoning for that decision was that there was no scheme that existed upon which reciprocal negative easements could be enforced.

The only person who may have a legal right to amend your subdivision restrictions would be the developer, Mr. Watson. However, since he no longer owns any property there, he would not have standing to make any such amendment.

Therefore, it is my opinion that the homeowners that are located 500 feet north of Pelham Road in the subdivision known as Watson Orchard cannot unilaterally impose any new restrictions or assessments and any lien which would be filed by those homeowners pursuant to any such attempted restrictions would be a cloud on title giving rise to a cause of action against those homeowners.

I recommend you forward my letter to the homeowners and advise them that any such attempted amendments require the written consent of the lots along Pelham Road.

Thank you for giving me the opportunity of reviewing this matter.

Sincerely,

LATHAN & BARNARD, P.A.

Ray D. Lathan

RDL:mb

W002220

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
104 South Main Street / Ninth Floor / Greenville, SC 29601
Tel: 864.250.2300 Fax: 864.232.2925
www.nelsonmullins.com

Marion P. Sieffert
Tel: 864.250.2346
marion.sieffert@nelsonmullins.com

Memorandum

To: Claire Manning, Chicago Title

From: Marion P. Sieffert

Date: November 7, 2008

Re: Title issue

Claire, I need your help on this matter.

To be quite honest, I have reached a impasse with Lawyers Title and my client is not happy with us.

BACKGROUND

This gets a little complicated, but I will try to boil it down:

Pat Grayson (who I am sure you remember from Boseman, Grayson..) represents Watson Orchard Property Owners Association. The Association actually owns a piece of property, at the corner of Pelham and Haywood, which is restricted to single family. It is across Pelham Road from Watson Orchard subdivision (residential) but is surrounded by commercial development (see map enclosed).

When the residential subdivision was originally built, the founder/developer (Mr. Watson) put restrictions on all of his adjacent property (on both side of Pelham Road) to protect the residential development. We call these the "1962 Restrictions" (copy enclosed).

Sometime around 1980, the residents of the subdivision agreed to release the restrictions on portion of the restricted property to allow commercial development. There was a lawsuit filed which allegedly resulted in the following

(1) the 1962 restrictions were released
(2) the property owners within the subdivision were paid some cash
(3) they formed Watson Orchard POA to invest the rest of the money received
(4) WOPOA received title to a buffer area of about 14.7 acres which is restricted**

I used the word "allegedly" because the above facts were what Mr. Grayson told us at our initial meeting. Mr. Grayson handled the 1981 lawsuit which terminated the 1962 restrictions and resulted in the POA owning the buffer area. As it turned out, it was not entirely accurate, but Mr. Grayson did not misrepresent anything, it just turned out that the officials records did not reflect what he believed happened.

At any rate, the above lawsuit was how the POA came to own a piece of property across Pelham. It was a "buffer area" piece of property. Approx. 7 acres was sold off – leaving about 7 acres owned by the POA.

Prior to the deed in to the POA, the then owner recorded a Declaration (book 1140/961 – copy enclosed) which restricted the property to residential. We call these the 1981 Restrictions. These restrictions can be terminated on 1/1/10 by vote of the benefited owners, but the POA wanted to sell the property now and they came to us in the spring wanting to figure out a way to remove the restrictions early in order to sell the property for commercial/office/etc...

We were asked to do a title exam and write a commitment. Mr. Grayson then planned on talking with the title company on what process he needed to undertake to remove the residential restriction in the 1981 Restrictions. Well, we never got there. When we did the title exam, we found that the 1962 Restrictions were still of record.

We could find nothing of record that terminated the 1962 restrictions. We dug around (literally) in boxes at the courthouse for the records from the 1981 lawsuit. We found some but not everything, including the judge's order instructed that a Release be recorded in the land records, but we could not find anything of record in the ROD. Copies from the lawsuit file are enclosed also.

Finally, Mr Grayson found, among stored files at McNair, his file on the lawsuit and produced the judge's order and the recorded release (copy enclosed). It turns out the release was recorded, but was indexed in the ROD office under "P" for "Property of Richard and Evelyn Watson".

LTIC still would not insure. Mr Grayson wrote the attached letter providing background information they requested (please keep this confidential) which I am also sharing with you (but note, he did not provide copies of the prior title policies he refers to).

What can you do for me or what can we/our client do to get rid of the 1962 restrictions so Mr. Grayson can deal with the 1981 restrictions?

Thanks for your help.

thereby, with the number of such shares and the date of issue, shall be entered on the corporation's books.

Section 3. TRANSFER OF STOCK. Transfers of stock shall be made upon the proper stock books of the corporation and must be accompanied by the surrender of the duly endorsed certificate representing the transferred stock. Surrendered certificates shall be cancelled and attached to the corresponding stubs in the Stock Certificate Book and new certificates issued to the parties entitled thereto.

Section 4. DUPLICATE CERTIFICATES. A duplicate certificate of stock may be issued for such certificates as may have been lost or destroyed, upon the applicant furnishing affidavit that he is the owner of said certificate and that the same has been lost or destroyed, and upon furnishing a bond or other security satisfactory to the Directors to indemnify the corporation agninst any and all loss, damages or expenses on account of the issuance of such duplicate certificate or certificates.

ARTICLE V.

STOCKHOLDERS' MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the stockholders of the corporation shall be held on the _____ in the month of _____ each year, and at such hour and place as may be designated in the notice therefor.

Section 2. SPECIAL MEETINGS. Special meetings of the stockholders may be called by the President, or by a majority of the Board of Directors and shall be called by the President at the request of the holders of not less than ten (10%) per cent of the shares entitled to vote at the meeting, in the manner provided by the laws of this State.

Section 3. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the directions of the President, the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting.

Section 4. QUORUM. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the stockholders.

Section 5. PROXIES. At all meetings of stockholders, a stockholder may vote either in person or by one or more agents authorized by a written proxy executed by the stockholder or by his duly authorized attorney in fact. Each proxy must be written and dated as of its execution, and no proxy shall be valid after the expiration of six months after the date of its execution.

Section 6. VOTING OF SHARES. Each outstanding share entitled to vote shall be entitled to one vote on each matter submitted to a meeting of stockholders.

Section 7. CUMULATIVE VOTING. At each election for directors, every stockholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as may votes as the number of each directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of candidates.

ARTICLE VI.

BOARD OF DIRECTORS

Section 1. NUMBER AND TENURE. The Board of Directors of this corporation shall consist of not less than one (1) nor more than five (5) persons. Each director shall be elected at each annual meeting of stockholders and shall serve until his death, disability, removal, resignation or until his successor shall have been elected and qualified.

Section 2. REGULAR MEETING. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of shareholders.

Section 3. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within

Greenville, South Carolina, as the place for holding any special meeting of the Board of Directors called by them.

Section 4. NOTICE. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at , nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 5. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. but if less than such majority is present at a meeting, a majority of the directors persent may adjourn the meeting from time to time without further notice.

Section 6. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 7. VACANCIES. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 8. CHAIRMAN. The Board of Directors may elect a Chairman, a Vice Chairman or such other officers as it shall deem necessary or proper and prescribe the duties of any such officer.

ARTICLE VII.

OFFICERS

Section 1. NUMBER. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary, and a treasurer, each of whom shall be elected by the board of directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two or more offices may be held by the same person.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation to be elected by the board of directors shall be elected annually by the board of directors at the first meeting of the board of directors held after such annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. PRESIDENT. The President shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expresaly delegated by the board of directors or by these by-laws to some other officer or agent of the corporation, or shall be required by

law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as from time to time may be prescribed by the board of directors.

Section 6. THE VICE PRESIDENTS. In the absence of the president or in the event of his death, or inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in order designated at the time of their election or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation, and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 7. THE SECRETARY. The secretary shall: (a) keep the minutes of the shareholders' meetings and of the board of directors' meeting in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal, is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 8. THE TREASURER. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other

depositories and (b) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. SEAL. The corporate seal of this corporation shall be as follows:

"Watson's Orchard Property Owners Association, Inc."

An acceptable form of this seal is impressed on the margin hereof.

Section 2. FISCAL YEAR. Unless otherwise designated by the Board of Directors, the fiscal year of this operation shall end on December 31.

Section 3. CHARTER PROVISIONS. In case of any conflict arising at any time between the provisions of these By-Laws, as amended, and the provisions of the Articles of Incorporation, the provisions of the Articles of Incorporation shall govern.

ARTICLE IX.

ADOPTION AND AMENDMENT

Section 1. ADOPTION. These By-Laws shall become effective upon their adoption by a two-thirds vote of the directors of this corporation at any annual or special meetings.

Section 2. AMENDMENT. These By-Laws may be amended, modified, or added to by a majority of all shares of stock.

These By-Laws approved on the _____ day of _____, 19____.

_____
Secretary

ATTEST:

_____
President

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These By-Laws approved on the _____ day of _____, 19____.

_____
Secretary

ATTEST:

_____
President

Watson's Orchard Property Owners Association
Greenville, SC 29615
November 18, 2009

Fellow Neighbors:

We are pleased to inform you that the majority have approved the proposal we sent out last summer to change the covenants and restrictions for the property on the other side of Pelham Road and along Haywood Road (one vote for each lot). As you all may remember, our proposal was to change the restrictions so that the property along Haywood Road would become a dedicated "green space" while the property across Pelham could be developed in a low-impact way (two story doctors' offices, perhaps).

Unfortunately, despite our efforts to work through this amicably and let the majority rule, a lawsuit has been filed to block these changes in the restrictions. The plaintiffs are Fred and Ronna Hanold and Pat and Carol Mitchell. We believe the lawsuit has no merit at all since the existing restrictions state explicitly that they can be changed as of January 1, 2010, by a vote such as we have just taken.

In response to the suit, we have asked the court to confirm that the new restrictions will be applicable as of January 1, 2010. In addition, since we feel the lawsuit is highly inappropriate and will be very expensive to defend, we have also asserted counterclaims against the plaintiffs individually for "abuse of process" and "frivolous proceedings."

We will keep you informed as this matter unfolds.

Sincerely,

WOPOA Action Plan Committee

Jerry Steele
John Vry
Frank Durham
Len Byrne
Ralph Aiken

WOPOA Board of Directors

Ralph Aiken
Henry Sullivan
Barbara Aiken
Lucy Tiller
Len Byrne

WOPOA Minutes for May 29, 2001

A meeting of the Watson's Orchard Property Owner Stockholders was held Tuesday, May 29, 2001 at the home of Lucy & Tom Tiller. A slate of officers for the year 2001 were approved as follows:

Pres. - Pat McNamara
V. Pres. - Manfred Kramer
Sec. Dot Brown
Treas. Lucy Tiller



Pat McNamara, the newly elected president presided. We continued our discussion of ways to deal with the "Buffer Zone" once the bank acct. for taxes is depleted. Pat presented various ways that other properties are currented being developed for low density use while preserving some greenways. A lively discussion followed & plans were made to further explore feasibility.

Dot Brown,
Secretary

W002056

LANGSTON BLACK
REAL ESTATE, INC.

No promise of email retraction
To their Brokerly it would'nt change
things anyway!
Two statements that a Hotel
could not be built

June 15, 2010

PLAINTIFF'S CV EXHIBIT 15 4/12

Watson's Orchard Property Owners Association Board of Directors
c/o Ralph Aiken, Chairman
300 Summerside Drive
Greenville, SC 29615

Subject: WOPOA Property, Corner of Pelham Road and Haywood Road

Gentlemen:

It has come to our attention that a communication issued by one of our agents to Greenville area brokers, has caused confusion and concern within the Watson's Orchard neighborhood. We greatly regret that our agent, in attempt to develop interest in the property, inadvertently misrepresented the facts regarding the possible uses of the land. It has been clear from the start of our relationship with the Watson's Orchard Property Owners' Board of Directors that the property was restricted to "general and medical offices, nursing homes, assisted living or retirement centers". The current Declarations on file with Greenville County stipulate that same restriction. Please accept our apology for communicating information contrary to the position of your Board and of those lot owners in Watson's Orchard who voted to restrict the uses as stated herein before.

By copy of this letter, to each current lot owner in Watson's Orchard, we offer assurance that no one associated with Watson's Orchard Property Owners Association was party to the preparation of the promotional material in question, nor did they approve of it. In fact they were made aware of the communication only after it was brought to their attention by a letter from one of the residents. To you, the lot owners, we also extend our sincere regrets that the wording of our notice resulted in the misconception that WOPOA was embarking on any departure from those restrictions agreed upon by the majority of you last year.

We remain confident that a good neighbor to Watson's Orchard will ultimately purchase the property and will have no choice other than strict adherence to the current deed restrictions.

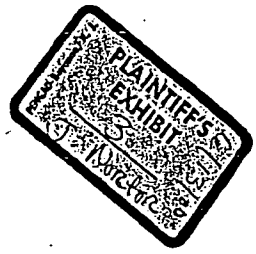
Called
Filed in Section
Jeremiah
5:21

Sincerely,

David B. Black, Partner & Broker In Charge

PO Box 2167
Greer, South Carolina 29652
Bus. 864-848-9070
Fax 864-879-6696
www.langston-black.com

MEMO



May 23, 2008

To: WOPOA Action Plan Committee and WOPOA Board of Directors

Subject: Meeting Notice for review of RealtiCorp Contract

From: Ralph Aiken

The attached is a draft copy of our contract (Exclusive Authorization To Sell) with RealtiCorp. There are two contracts - one for the land south of Pelham and one for the four lots in the neighborhood. Please review them carefully and write down any question that you have. I have a number, myself.

I would like to have a joint meeting of the committee and the Board of Directors along with RealtiCorp and their attorney at our house at 7:00 PM next Thursday, May 29. The directions to our home may be found below. Those of you who live in Watson's Orchard may wish to car pool.

The Committee is charged with implementing the Action Plan approved by the Stock Holders at our annual meeting in March. However, our By Laws, Article VII, Section 5, state in part regarding the President, "He may sign, with the Secretary, or any other proper officer of the corporation, any deeds, mortgages, bonds, contracts or other instruments which the board of directors has authorized to be executed, ...". Therefore, I am requesting the attendance of our board members at this meeting and would expect them to act on the recommendation of the Action Committee regarding the proposed contract.

Those persons requested to attend are:

RealtiCorp: Reggie Bell, Vice President
Anna Martin, Agent
Pat Grayson, Attorney

WOPOA Board of Directors: Henry Sullivan, Vice President
Barbara Aiken, Secretary
Lucy Tiller, Treasurer
Ralph Aiken, President

WOPOA Action Plan Committee: Frank Durham
John Vry
Jerry Steele
Joel Norwood
Ralph Aiken

EXCLUSIVE AUTHORIZATION TO SELL
(Property on the southern side of Pelham Road)

In consideration of the services of **REALTICORP, LLC** ("Agent") to be rendered to **WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC.** ("Owner"), Owner hereby lists exclusively for sale with Agent that certain Property being approximately 8.2 acres on the southern side Pelham Road, Greenville County, South Carolina, Tax Map No.: 0543030105700 (the "Property"), upon the following terms and conditions:

1. The term of this agency shall commence on May 31, 2008, and continue in effect until February 1, 2010 at 6:00 P.M.

2. Agent agrees that it will enlist its best efforts to secure a satisfactory purchaser for the Property at a price of Three Million Five Hundred Thousand and No/100 ($3,500,000.00) Dollars and if Agent deems it necessary, or if Owner requests it, Agent will also solicit the cooperation of other licensed real estate brokers.

3. Agent, at its expense, shall advertise the Property or portions thereof, prepare and secure signs, brochures, circular matter and/or other forms of advertising.

4. During the term of this agency, Owner will refer to Agent all inquiries and offerings regarding land sales and leasing received by Owner with respect to the Property, regardless of the source of such inquiries or offerings and all sales and lease negotiations shall be conducted solely by Agent or under Agent's direction, subject to Owner's review and final approval. Agent, at 30 day intervals on or about the first day of each month, shall provide a written report to Owner outlining the status of contracts, prospects activities and inquiries.

5. In the event that (i) at any time during the term of this agreement a sales agreement of the Property for the above price or another price acceptable to Owner shall be executed with a purchaser, who was procured by Agent, or by Owner, or by any other person, or (ii) at any time within 90 days after the expiration or termination of this agreement a sales agreement for the Property, upon any terms acceptable to Owner, shall be made with a purchaser, to whom the Property was submitted by Agent, or by Owner, or by any other person during the term of this agency, Owner agrees to pay Agent a commission and reimbursement of Agent's Costs as outlined in Exhibit "A" and "B" and attached hereto and made a part hereof. Payment of any commissions shall be at the time of a closing of the sale of the Property thereof. In the event of termination or expiration of this agreement, Agent agrees to provide a list of such purchasers within 5 days of said termination or expiration.

6. Agent will seek the cooperation of other brokers in connection with the sale of the Property and to this end will advise other brokers in the metropolitan area that the Property is for sale and shall furnish pertinent details concerning the Property and the co-brokerage arrangement.

7. The within Agreement shall run with the land identified above and the parties shall execute and record in the Greenville County public records a Memorandum of this Agreement.

8. Any notices or correspondence required to be delivered in accordance with the terms of this agreement shall be in writing and deemed given (a) when delivered personally or (b) on the day the Notice is deposited in the U. S. Mail, by Registered or Certified Mail, return receipt requested, postage prepaid, or (c) on the day the Notice is sent by facsimile, with receipt mechanically confirmed, or (d) on the day the Notice is deposited with a national recognized overnight service for next day morning delivery, addressed and/or sent by facsimile, as the case maybe, as follows:

To Agent:

RealtiCorp, LLC
220 N. Main St., Suite 200A
Greenville, SC 29601
Attn.: Anna Martin
Telephone: (864) 271-4700 ext. 1043

To Owner:

Watson's Orchard Property
Owners Association, Inc.
C/o Ralph Aiken
300 Summerside Drive
Greenville, SC 29615
Telephone: (864) 288-2263

9. Owner shall keep the within Agreement confidential and shall not divulge the terms hereof to any parties other than the shareholders of Owner who in turn shall agree to keep the Agreement confidential.

10. This agreement shall be binding on the parties hereto, their respective successors and assigns.

AGREED TO:

REALTICORP, LLC

By: _____
Reggie D. Bell
Title: Vice President
Date: _____

_____
Anna Martin, Agent for
RealtiCorp, LLC

AGREED TO:

WATSON'S ORCHARD
PROPERTY OWNERS
ASSOCIATION, INC.

By: _____
Ralph Aiken
Title: President
Date: _____

EXHIBIT "A"

COMMISSION RATE AND REIMBURSEMENT OF
AGENT'S COSTS FOR PROPERTY OF
WATSON'S ORCHARD PROPERTY ASSOCIATION, INC.

1. Commission:

4% of Gross Sales Price if the Contract is procured by the Agent.

6% of Gross Sales Price if Contract is procured through any other Broker than Agent, the commission shall be divided: 3% to Agent and 3% to other Broker.

2. Reimbursement of Agent's Costs:

Agent shall undertake steps to amend the Declaration of Restrictions and Protective Covenants dated January 15, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1140, Pages 961 through 969 (the "Declaration") to allow the Property to be used for commercial, multi-family and office purposes. Further, Agent shall undertake steps to rezone the Property to allow said purposes. Agent shall engage an attorney, title insurance agent, engineers, surveyors, project manager and other parties to accomplish the Declaration amendment and rezoning at its expense at the rates, estimated expenses and expenses to be determined shown on Exhibit "B" ("Agent's Costs").

Owner and its shareholders shall cooperate with Agent in the Declaration amendment and rezoning and use their best efforts to accomplish the purpose set forth above.

Further, owner and its shareholders shall use their best efforts to obtain the consent and approval of the owners of lots in Watson's Orchard Subdivision to amend the Declaration and rezoning.

At the Closing of a sale of the Property, Owner shall reimburse to Agent an amount equal to Agent's Costs plus ten (10%) thereon from the date of Agent's payments of Agent's Costs to the date of Owner's payment to Agent.

In the event a Closing of the sale of the Property is not accomplished pursuant to this Agreement, Owner, nevertheless, shall be obligated to pay Agent's Costs, together with interest thereon as herein provided. Such obligation shall be a lien on the Property until Agent's Costs and interest are paid.

EXHIBIT "B"

SCHEDULE OF AGENT'S COSTS

1. Attorney's Fees. Attorney's Fees paid to Patrick H. Grayson, Jr. calculated on an hourly rate up to $125.00 per hour.

2. Project Manager. Fee paid to Project Manager calculated at an hourly rate up to $75.00 per hour.

3. Title Insurance Agent Fees. Cost of title examination of the Property and determination of ownership of Lots in Watson's Orchard Subdivision and mortgage holders in the estimated amount of $5,000.00.

4. Surveying. Cost of a boundary Survey of the Property and subdivision of the Property, together with appurtenant easements in the estimated amount of $5,000.00.

5. Engineering. Cost of engineering services necessary for rezoning including planning and traffic studies and application preparation and cost of a conceptual site plan of the Property showing the corner of Pelham Road and Haywood Road containing approximately 1.5 acres for commercial use and the remainder of the Property for office use and/or multi-family: amount to be determined by the parties.

6. Application Fees, Permits and Filing Fees. Any application fees and permit requests of appropriate public authorities for rezoning and filing fees for court proceedings and recording costs.

EXCLUSIVE AUTHORIZATION TO SELL
(Property on the eastern side of Haywood Road)

In consideration of the services of REALTICORP, LLC ("Agent") to be rendered to **WATSON'S ORCHARD PROPERTY OWNERS ASSOCIATION, INC.** ("Owner"), Owner hereby lists exclusively for sale with Agent that certain Property being approximately 6.705 acres on the eastern side Haywood Road, Greenville County, South Carolina, Tax Map No.: 0543030100900 (the "Property"), upon the following terms and conditions:

1. The term of this agency shall commence on May 31, 2008, and continue in effect until February 1, 2010 at 6:00 P.M.

2. Agent agrees that it will enlist its best efforts to secure a satisfactory purchaser for the Property at a price of [to be determined by the parties following the investigation of the Property regarding access and available utilities] ($) Dollars and if Agent deems it necessary, or if Owner requests it, Agent will also solicit the cooperation of other licensed real estate brokers.

3. Agent, at its expense, shall advertise the Property or portions thereof, prepare and secure signs, brochures, circular matter and/or other forms of advertising.

4. During the term of this agency, Owner will refer to Agent all inquiries and offerings regarding land sales and leasing received by Owner with respect to the Property, regardless of the source of such inquiries or offerings and all sales and lease negotiations shall be conducted solely by Agent or under Agent's direction, subject to Owner's review and final approval. Agent, at 30 day intervals on or about the first day of each month, shall provide a written report to Owner outlining the status of contracts, prospects activities and inquiries.

5. In the event that (i) at any time during the term of this agreement a sales agreement of the Property for the above price or another price acceptable to Owner shall be executed with a purchaser, who was procured by Agent, or by Owner, or by any other person, or (ii) at any time within 90 days after the expiration or termination of this agreement a sales agreement for the Property, upon any terms acceptable to Owner, shall be made with a purchaser, to whom the Property was submitted by Agent, or by Owner, or by any other person during the term of this agency, Owner agrees to pay Agent a commission and reimbursement of Agent's Costs as outlined in Exhibit "A" and "B" and attached hereto and made a part hereof. Payment of any commissions shall be at the time of a closing of the sale of the Property thereof. In the event of termination or expiration of this agreement, Agent agrees to provide a list of such purchasers within 5 days of said termination or expiration.

6. Agent will seek the cooperation of other brokers in connection with the sale of the Property and to this end will advise other brokers in the metropolitan area

that the Property is for sale and shall furnish pertinent details concerning the Property and the co-brokerage arrangement.

7. The within Agreement shall run with the land identified above and the parties shall execute and record in the Greenville County public records a Memorandum of this Agreement.

8. Any notices or correspondence required to be delivered in accordance with the terms of this agreement shall be in writing and deemed given (a) when delivered personally or (b) on the day the Notice is deposited in the U. S. Mail, by Registered or Certified Mail, return receipt requested, postage prepaid, or (c) on the day the Notice is sent by facsimile, with receipt mechanically confirmed, or (d) on the day the Notice is deposited with a national recognized overnight service for next day morning delivery, addressed and/or sent by facsimile, as the case maybe, as follows:

To Agent:

RealtiCorp, LLC
220 N. Main St., Suite 200A
Greenville, SC 29601
Attn.: Anna Martin
Telephone: (864) 271-4700 ext. 1043

To Owner:

Watson's Orchard Property
Owners Association, Inc.
C/o Ralph Aiken
300 Summerside Drive
Greenville, SC 29615
Telephone: (864) 288-2263

9. Owner shall keep the within Agreement confidential and shall not divulge the terms hereof to any parties other than the shareholders of Owner who in turn shall agree to keep the Agreement confidential.

10. This agreement shall be binding on the parties hereto, their respective successors and assigns.

AGREED TO:

REALTICORP, LLC

By:_____
Reggie D. Bell
Title: Vice President
Date:_____

_____
Anna Martin, Agent for
RealtiCorp, LLC

AGREED TO:

WATSON'S ORCHARD
PROPERTY OWNERS
ASSOCIATION, INC.

By:_____
Ralph Aiken
Title: President
Date:_____

EXHIBIT "A"

COMMISSION RATE AND REIMBURSEMENT OF
AGENT'S COSTS FOR PROPERTY OF
WATSON'S ORCHARD PROPERTY ASSOCIATION, INC.

1. Commission:

4% of Gross Sales Price if the Contract is procured by the Agent.

6% of Gross Sales Price if Contract is procured through any other Broker than Agent, the commission shall be divided: 3% to Agent and 3% to other Broker.

2. Reimbursement of Agent's Costs:

In the event the parties conclude that there is a need to amend the Declaration and to change the zoning, Agent shall undertake steps to amend the Declaration of Restrictions and Protective Covenants dated January 15, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1140, Pages 961 through 969 (the "Declaration"). Further, Agent shall undertake steps to rezone the Property, if necessary. Agent shall engage an attorney, title insurance agent, engineers, surveyors, project manager and other parties to accomplish the Declaration amendment and rezoning at its expense at the rates, estimated expenses and expenses to be determined shown on Exhibit "B" ("Agent's Expenses").

Owner and its shareholders shall cooperate with Agent in the Declaration amendment and rezoning and use their best efforts to accomplish the purpose set forth above.

Further, owner and its shareholders shall use their best efforts to obtain the consent and approval of the owners of lots in Watson's Orchard Subdivision to amend the Declaration and rezoning.

At the Closing of a sale of the Property pursuant to this Agreement, Owner shall reimburse to Agent an amount equal to Agent's Expenses plus ten (10%) thereon from the date of Agent's payment to the Date of Closing.

In the event a Closing of the sale of the Property is not accomplished pursuant to this Agreement, Owner, nevertheless, shall be obligated to pay Agent's Costs, together with interest thereon as herein provided. Such obligation shall be a lien on the Property until Agent's Costs and interest are paid.

3. Agent, at its expense, shall investigate access and utilities available to the Property in order to determine the market value of the Property under its current zoning and deed restrictions.

EXHIBIT "B"

SCHEDULE OF AGENT'S COSTS

1. Attorney's Fees. Attorney's Fees paid to Patrick H. Grayson, Jr. calculated on an hourly rate up to $125.00 per hour.

2. Project Manager. Fee paid to Project Manager calculated at an hourly rate up to $75.00 per hour.

3. Title Insurance Agent Fees. Cost of title examination of the Property in the estimated amount of $1,000.00.

4. Surveying. Cost of a boundary Survey of the Property and subdivision of the Property, together with appurtenant easements in the estimated amount of $5,000.00.

5. Engineering. Cost of engineering services necessary for rezoning including planning and traffic studies and application preparation and cost of a conceptual site plan showing potential use of the Property for residential sites: amount to be determined by the parties.

6. Application Fees, Permits and Filing Fees. Any application fees and permit requests of appropriate public authorities for rezoning and filing fees for court proceedings and recording costs.

Joel Norwood

From: RHAiken@aol.com

Sent: Friday, June 06, 2008 5:07 PM

To: Frankndiane@charter.net; jnorwood@wilkinsnorwood.com; jsteele6510@charter.net; RHAiken@aol.com; Johnvry_98@yahoo.com

Subject: WOPOA - RealtiCorp Negotiations

HI,

After our meeting last Thursday, I called Anna at RealtiCorp to tell her the Committees position on their proposal. On Mond she asked me to reiterate what the Committee wanted in an e-mail. **The following is that e-mail.**

Anna,

Here is the position of the WOPOA Action Plan Committee in regards to the contract draft presented to us recently by RealtiCorp.

Are all of the services listed in Exhibit B necessary?
Can RealtiCorp provide a guaranteed maximum price for these services?
Should we consider going outside to obtain these "additional" services?
How can we control the ultimate cost of the services if we don't have a guaranteed maximum?



All of these questions were addressed in my negotiations with you, Reggie and Pat last week.

RealtiCorp suggested the following compromise, which I presented to the Committee on May 29.
All outlined services are necessary unless our committee wants to manage the various tasks and contract for these independently.
There are too many variables for RealtiCorp to estimate with any degree of accuracy what the ultimate cost will be. Howeve they will strive to hold these costs to a minimum and are offering legal services at a rate well below current norms.
RealtiCorp offered to provide a list of anticipated actions over a 30 or 60 day time frame along with an estimated budget for accomplishing them. The committee would review the proposal and approve or adjust the plan. At the end of the period a report on the progress and an accounting of the costs incurred would be provided to the committee. Then a new list and buc would be submitted for the next phase.
RealtiCorp proposed to expedite the sale of the land north of Pelham in an effort to generate capitol from which payments o additional services would be made. This would diminish RealtiCorp's long term investment and would presumably reduce th 10% interest premium on those cost.

The committee responded by asking RealtiCorp to stop all additional service work, except legal activities associated with obtaining the home owners approval to revise or amend the current deed restrictions. They further ask that RealtiCorp accomplish these tasks at their cost, if the home owners reject the proposal. If the vote is successful then these costs would become a part of the overall charges to WOPOA. Also if the vote was positive, our committee would recommend approval of the contract, revised to reflect the stipulations outlined above, to our Board of Directors.

On Tuesday Anna called back to say that she, Reggie and Pat had discussed the matter, thoroughly and that she would e-mail a reply on Wednesday. Here is the reply.

Ralph,

Please review the following attachment, please call with any questions. Reggie did not put the securities issue in the propos Please let the members know they need to check with a security attorney about the law on paying the homeowners in a percentage. This will create a problem with the security laws. Pat can assist with another form of payment if they are willing work with RealtiCorp. I hope this will allow us to move forward so we can work together to assist Watson's Orchard Property owners in this commercial transaction.

I have enjoyed working with you and look forward to hearing from you on this matter.

Thanks,

Anna M. Martin

6/9/2008

RealtiCorp LLC
200 N Main Street, Suite 220-A
Greenville, SC 29601

Office: 864-770-4743
Fax: 864-271-0388
Mobile: 864-314-1926

Deal Points for discussion purposes only

June 6, 2008

Due to the research we have performed since our original proposal, which has revealed new conditions and challenges, increased the scope of work and increased the budget required to complete the revisions to the property restrictions and remaining entitlement, the previously submitted draft proposal is no longer valid. In response to your last email, sent June 2, 2008 and your requested changes to the terms we discussed in our meeting of May 29, 2008, we are pleased to present the following deal points for discussion purposes:

- RealtiCorp is awarded a listing on the property through March, 2010 with the previously discussed commission structure (" Listing Agreement").
- RealtiCorp performs no consultant or project management work under the Listing Agreement other than what would typically be provided by Agent under a Seller / Agency relationship (property research, preparation of marketing collateral, email blasts, property signage, calls and meetings with economic development organizations for marketing assistance, direct marketing to end users, marketing to area brokers and commercial developers, assistance and guidance where available on entitlement based on our experience with such entitlement, etc.) RealtiCorp provides no financing or payment for outside consultant work. We will engage our marketing efforts in earnest when the negotiations with the property owners association and the existing property owners have begun and can be determined to be going well with a good chance of success.
- Our legal counsel, Pat Grayson, handles the declaration revisions, preparation of necessary documents and meetings with the Board of Directors and Implementation Committee of the Association, title insurance and securities attorneys at a rate of $125.00 per hour, which will be paid by RealtiCorp and billed to WOPOA for reimbursement on a monthly basis, per a separate agreement ("Consultant Agreement"). Payment on any amount up to $10,000 in billings from RealtiCorp will be earned upon completion, but payment will not be due until either a) any portion of property owned by WOPOA is sold; b) it is determined that the project will not move forward and the land not be sold, for whatever reason; c) the Listing Agreement is cancelled; or d) If the work under the Consultant Agreement is stopped for a period of 90 days. Any amount billed in excess of $10,000 is due and payable 30 days from receipt of invoice. If WOPOA chooses not to pursue the project further after reaching said amount in billings, the legal effort will be discontinued and the previously billed amount immediately due. In addition to Pat's time, it will be necessary for WOPOA to retain a title attorney and possibly a securities attorney. Pat Grayson has discussed the matter of the title insurance component of this project with two title insurance agents, both of whom are agents for Lawyers Title Insurance Corporation and Chicago Title Insurance Company. They are Jennings "Sonny" Graves of Nelson, Mullins, Riley and Scarborough and Lindsay Smith of Womble, Carlyle, Sandridge & Rice. Further, he discussed securities issues with Neil Grayson of Nelson Mullins.

Since the title insurance matters and securities issues must be handled by others, we recommend that you discuss directly with them or with other attorneys of your choosing. The amount of the fees for title and securities will be the responsibility of the Association. You may wish to discuss deferred payment of fees with these attorneys.

This concept assumes that $10,000 is a reasonable amount in work from RealtiCorp under the Consultant Agreement, coupled with a postponement of payment from other necessary attorneys and their efforts, to complete enough legal work to either a) be successful in the declaration revisions, b) determine that we can be successful with more effort or c) determine that we cannot be successful with the revisions to the property restrictions and disposition of the property.

- Understandably, RealtiCorp has already spent a great deal of time and effort on this project. Pat's

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property restrictions. RealtiCorp will agree to donate Pat's time to date.

- This concept assumes that no property entitlement other than the revisions to the property restrictions will be completed by the Seller, its counsel or Agent. These revisions alone, if successfully obtained, make the property marketable to a buyer who is willing to undertake the remaining entitlement (rezoning) necessary for buyer's intended use of the property. This type of disposition is no uncommon in commercial land transactions. Such rezoning would likely be a closing contingency. The sales price will then reflect the fact that the Buyer must perform certain entitlement during the contract term.
- When RealtiCorp made its proposal to obtain a listing on the property of Watson's Orchard Property Owners Association, Inc. ("Association") and to act as agent in coordinating the steps to terminate or amend the restrictive covenants on the property, RealtiCorp understood that the portion of the property at the corner of Pelham Road and Haywood Road consisting of approximately 6.2 acres ("Haywood Road Property") had legal access and could be sold under the existing restrictions. After obtaining plats and deeds from the Greenville County Recorders office and receiving opinions from real estate attorneys, we have concluded that a title insurance company would not insure legal access to the Haywood Road Property through the Watson's Orchard Subdivision under existing plats and deeds.

There is evidence in the recorded deeds that Richard F. Watson, Jr. and Evelyn P. Watson reserved to themselves the future 50 foot easement. However, the legal opinions we received indicate that the Association does not have rights to the easements.

This greatly diminishes the value of the Haywood Road Property to the extent that we do not believe it is currently marketable at a substantial price. The Association would need to obtain an easement from the owners of the reserved rights to the easement, or revise the property restrictions to allow access from Haywood Rd. prior to RealtiCorp marketing the property. This revision to the property restrictions for the Haywood Rd. property could be done in conjunction with the revisions necessary for the Pelham Rd. parcel, but would need to be further discussed with the Association.

Upon receiving this correspondence, I called Anna for clarification of a number of issues raised by it. Here is my interpretation (which has subsequently been adjusted and confirmed by Reggie Bell).

Anna,

As I told you on the phone, RealtiCorp's response to our committee's request was a bit complicated for this old bi of mine, but after discussing it with you I think I now have a grasp of RealtiCorp's recommendation for proceedin Here is a layman's interpretation. Please confirm or alter it so that I can take the matter before our committee once again. (I have now reviewed this with Reggie Bell and made the adjustments requested by him).

1. RealtiCorp is unwilling to gamble the cost of its expenses on the home owner's favorable vote to change the deed restrictions.
2. The additional services that gave us so much concern, about controlling costs, are, in large part, not necessar if we are willing to accept a "wholesale" price as mentioned in RealtiCorp's original proposal. Such things a engineering, surveying, management, application fees, and permit requests for rezoning, would only apply if we wanted to offer the property at a "retail price". Under the current plan, these costs would be borne by the buyer.
3. The following provisions are contingent upon our Board of Directors signing a listing agreement with RealtiCorp.
4. The committee and RealtiCorp agree that the first order of business is obtaining legal approval of a majority the current home owners to revise the deed restrictions on both parcels. To that end, Pat Grayson would hand the declaration revisions and preparation of the necessary documents. Our committee would be responsible fo making the presentation to the home owners. Pat would assist us in obtaining title insurance and securities attorneys.
5. RealtiCorp has generously agreed to absorb the cost, to date, of legal and clerical activities performed by Pat Grayson, Anna Martin and other staff in researching files provided by WOPOA, as well as court house archives. Once the listing agreement is signed, Pat's work would be billed at $125/MH. RealtiCorp would carry the first $10,000 of Pat's fees. That cost would be deferred until one or the other of the properties was

6/9/2008

amount billed in excess of $10,000 is due and payable 30 days from receipt of invoice". It would be incum on RealtiCorp to notify our committee at the earliest point at which they realize that these tasks can not be accomplished within the $10,000 budget. WOPOA would then have to generate any additional funds necessary to complete the legal work.

6. The fees for title and securities (if needed) attorneys would be borne by WOPOA.
7. Our committee would need to determine, as quickly as possible, the viability of obtaining an easement "frc the owners of the reserved rights to the easement" (This is the two home owners of the property contiguou the "future road") for a road into the tract north of Pelham. If this is not considered to be feasible, then Pat would include a change to the deed restrictions that would allow access to that land from Haywood Road.
8. Once the vote of the home owners is received and documented RealtiCorp's agent, Anna Martin, would proceed with the marketing and sale of the property. These services would, of course, come under the realt fee of 4% or 6%.

By: Ralph Aiken 6/4/08 – Revised 6/5/08

After considering the merits of their proposal, please reply to this e-mail as soon as possible by checking off your response to the following:

_____I believe that this a fair and reasonable proposal. Please ask RealtiCorp for a final draft and present it to the WOPOA Board of Directors for signature

_____I believe that this a fair and reasonable proposal and am ready to meet with RealtiCorp and the WOPOA Boa of Directors

_____I want to ask additional questions and would like to meet with RealtiCorp before making a recommendation tc the Board

_____I still have reservations about the proposal and would like to have another "private" meeting with just the Committee

_____ Other

I am available to meet in the evening on (Underline all days that you are available) June 8, 9, 10, 11, 12.

By: (your name)_____

Thanks, Ralph

Get trade secrets for amazing burgers. Watch "Cooking with Tyler Florence" on AOL Food.

No virus found in this incoming message.
Checked by AVG.
Version: 8.0.100 / Virus Database: 270.0.0/1487 - Release Date: 6/6/2008 8:01 AM

6/9/2008

Plan

- Some plans to exhibit as a planned development.
- land planning ~~graphic strategy~~ flyer



- he is willing to confirm his beliefs as to voters, majority, voting dividing. $1200-1500

- We could make the neighbors, stakeholders, legislature and media proud.

Mark Hilow $35/hr.

Mark Holmes

PDF - Mholmes@wtm.com

Restrictions - sent to him

- Reply on Ind use plan.

- B.L Taylors - district -
- County will have allo - development.
City will need to annex
to get sewer + water.

if frustrated by voters on the values.
Conservation easement
or
Donate to City

Andy Stewart

$1200 – $1500 per day

Survey for parcel

They will compile all the public documents.

– then discuss HBU

– then draw concept plan.

+ $2000 – $3500 / tract

Depends on number of revisions

— Go to neighbors - RLW
— Call Site Design + Arbor Engineering.
— Get MAF Approval —



Items for Discussion by WOPOA Action Plan Committee – June 18, 2008

The committee and RealtiCorp agree that the first order of business is obtaining legal approval of a majority of the current home owners to revise the deed restrictions on both parcels. To that end, Pat Grayson would handle the declaration revisions and preparation of the necessary documents. Our committee would be responsible for making the presentation to the home owners. Pat would assist us in obtaining title insurance and securities attorneys.

Do we want the neighborhood to vote to approve altering the deed restrictions on the neighborhood site so that they allow an entry from Haywood Road?

RealtiCorp has generously agreed to absorb the cost, to date, of legal and clerical activities performed by Pat Grayson, Anna Martin and other staff in researching files provided by WOPOA, as well as court house archives. Once the listing agreement is signed, Pat's work would be billed at $125/MH. RealtiCorp would carry the first $10,000 of Pat's fees. That cost would be deferred until one or the other of the properties was sold or until the entire project was aborted (as in the case of the home owners rejecting our plan). "Any amount billed in excess of $10,000 is due and payable 30 days from receipt of invoice" It would be incumbent on RealtiCorp to notify our committee at the earliest point at which they realize that these tasks can not be accomplished within the $10,000 budget. WOPOA would then have to generate any additional funds necessary to complete the legal work.

The fees for title insurance and securities (if needed) attorneys would be borne by WOPOA.

Can I assume that you wish to accept an "as is" price in order to avoid all of the add on expenses associated with zoning approval, proposed development design, engineering, management, surveying and permit application, in order to get a "retail price"?

Do we wish to obtain an independent appraisal of the value of the property?

Apparently, there are some legal ramifications of offering to share a percentage of the net proceeds with the neighbors? As I understand it, the only reason for a securities attorney would be if we want to share a percentage. Shall we offer to share a flat cash amount? What do you think that amount should be?

I will need to find out for certain if we can legally offer to share with only those neighbors who support the restriction rewrite. Anna has said that Pat has a suggested method of distributing the proceeds. If we agree to sign the listing agreement with RealtiCorp, can I ask him to provide that for your approval?

Do we feel that we will need to go back to the entire membership for approval of the distribution plan?

Once the vote of the home owners is received and documented RealtiCorp's agent, Anna Martin, would proceed with the marketing and sale of the property. These services would, of course, come under the realtor's fee of 4% or 6%.

Shall the committee recommend to the Board of Directors that they enter into a Listing Agreement with RealtiCorp based on our understanding of the above terms?



I am part of a committee and I am a shareholder of a corporation that owns of a parcel of land at the SE corner of Haywood and Pelham Rds. We are requesting appraisals on this property to help us price it for sale. Please give me your time frame and your fee quote.

We want two market value estimates of this property, based on two development plans, from Site Design (attached). These are the two potential development plans that we are willing to approve and allow, as opposed to others.

To save money and time, I only require a "restricted use report."

The date of value should be your inspection date, i.e., "as is" value, with the following specific assumptions. You are instructed to assume that the property is free and clear of any private deed restrictions that actually exist. Moreover, assume that the land has been zoned for the various uses as shown on the development plans. You can assume further that the subject has been annexed into the City of Greenville, if needed for your analysis. In your report, please show these assumptions conspicuously.

For your information sewer service is available. The "hard corner" can tie directly into sewer on Haywood Rd., but the balance of the property may have to connect to sewer from Brendan Way, via a pre-existing utility easement across the rear or southern side of TMS 0543.03-01-057.01. Thus, the expense of an easement should not be a value consideration, but the installation of the sewer line may be.

Call me with any other questions.

Sincerely,

Joel Norwood, JD, MAI
South Carolina Certified General Real Estate Appraiser (CG#1626)

Joel Norwood



From: RHAiken@aol.com

Sent: Wednesday, July 30, 2008 4:40 PM

To: Frankndiane@charter.net; jnorwood@wilkinsnorwood.com; jsteele6510@charter.net; RHAiken@aol.com; johnvry_98@yahoo.com; pgrayson@realticorp.com

Subject: (no subject)

Hi,

In a meeting this week with Pat Grayson, he gave me the next five steps that we need to take toward getting homeowner approval of the elimination of the current deed restrictions. The first one reads "Notice to homeowners of offer of Watson's Orchard Property Owners to pay under the Contractual Agreement". This assumes that we are going to offer to share, monetarily; the proceeds of the sale (say $5000). I mentioned that the committee was also contemplating the possibility of offering a "conservation easement" on the north of Pelham property in lieu of cash. We concluded that we need to "test the water", discreetly, of a few of the neighbors to determine which offer would produce the needed support of our objectives. Therefore, we are asking each of you to carefully select one, two or three of your most trusted friends, who would likely keep your conversation in confidence. Then approach them w the question, so that we might have some feel for the direction to take.

So that each of you are on the same page with this I would like to suggest that we stick as closely as possible to the question of what they think the neighbors will want in exchange for their support. The conversation could go something like this:

"You are probably aware that the Property Owners Association has decided to sell their two parcels of land. There are several reasons for this decision – First, over the twenty seven years that we have owned the land we have spen a considerable amount of money to maintain insurance and to pay property taxes. Secondly, our stockholders are becoming increasingly diverse with deaths, divorces, relocation, etc. and managing the business of the corporation more and more difficult, Thirdly, the stockholders, who have invested time and energies as well as cash over the years are for the most part in or approaching their retirement years and would like to see a return on their investment."

"At the annual stockholders meeting this year the stockholders adopted a plan of action to sell the property and dissolve the corporation as soon as possible. They, then, appointed five men to carry out the action plan. They are John Vry, Jerry Steele, Frank Durham, Joel Norwood and Ralph Aiken."

"From the first, this committee has had two primary objectives – the first is to protect the residential environment c the Watson's Orchard and the second is to generate the best financial return for the stockholders without sacrificing the first objective." To accomplish these goals we must alter the deed restrictions that are currently in effect on the WOPOA property. These can only be changed with the support of the majority of our neighbors here in the orchard Therefore, our committee is considering two possibilities to offer to the neighbors who are not stockholders. One would be a cash payment (say $5000), derived from the ultimate sale of the two parcels. A second would be to offe to declare the property at the north-east corner of Pelham and Haywood a "conservation easement". This would retain that tract, some 7 acres, as a permanent "green space" which could never be developed."

"Which of these two offers do you favor and which do you feel would be best received by the homeowners?"

Of course, you will use your own words but this is the basis of what we want to convey.

I am attaching a list of activities that are allowed under a C-2 Zoning Classification. We could reassure the neighbors of our intention to protect them by creating a list of businesses that would be restricted. Please place an "X" by the ones that you feel are unacceptable for the south-east corner of Pelham/Haywood and bring it to our

meeting next Thursday. I'm sorry that the attachment has a lot of unneeded information but I was unable to edit it out. So just scroll down to the listing and print just those sheets that you need to mark the unacceptable activities.

The meeting next week (Aug 7) will, again be at the Durham's home at 7:00 PM.

At the neighborhood party this weekend, you may wish to avoid group discussions of the WOPOA Association business. If you are backed into a corner, I suggest that you reassure the neighbors that you are working hard in th best interest of the neighborhood and the stockholders and if they can continue to be patient that we will be meetir with everybody just as soon as we have the answers to the many questions that are inherent in a transaction such a this.

Ralph

Get fantasy football with free live scoring. Sign up for FanHouse Fantasy Football today.

Section 5:12 C-2, Commercial District

This district is established to provide for the development on major thoroughfares of commercial land uses that are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.

5:12.1 Uses Permitted and Uses Permitted by Special Exception
See Table 6.1

5:12.2 Setback/Height
See Table 7.3

5:12.3 Off-Street Parking/Loading
See Table 12.1

5:12.4 Screening and Buffering
Screening shall be provided in accordance with the provisions set forth in Section 12:9, Screening and Buffering Requirements.

Section 5:13 C-3, Commercial District

This district is established to provide for the development of commercial and light service land uses that are oriented to customers traveling by automobile. The land uses in this district are intended to be located in non-residentially zoned areas and along major thoroughfares. Establishments in this district provide goods and services for the traveling public.

5:13.1 Uses Permitted and Uses Permitted by Special Exception
See Table 6.1

5:13.2 Setback/Height
See Table 7.3

5:13.3 Off-Street Parking/Loading
See Table 12.1

5:13.4 Screening and Buffering
Screening shall be provided in accordance with the provisions set forth in Section 12:9, Screening and Buffering Requirements.

Table 6.1 Uses Permitted, Uses By Special Exception, And Conditional Uses

Use	R-R3	R-R1	R-S	R-20 - R-7.5	R-20A	R-M 10	R-M 20	R-MA	R-MHP	O-D	POD	NC	C-1	C-2	C-3	S-1	I-1	I-2	ESD-PM
~~ABC (liquor sales)~~																			
Adult entertainment establishments (Sexually Oriented Business)															C[1]				
Agricultural crops, trees	P	P	P													P	P		
Amusement/Theme park																P			
Amusements commercial														P	P	P			
~~Animal shelters~~															P	P			
Arena, stadium, exhibition hall															SE	SE	SE		
~~Armory~~														SE	SE				
~~Auction house/Auction lot - carry equipment~~															P	P			
~~Auditorium~~														SE	SE	SE			
Automatic teller machines										P	P	P	P	P	P	P	P	P	
Automobile repair facility																C[2]	C[2]		
~~Automobile service facility~~															P	P			
~~Automobile service station~~															P	P			
~~Automobile, boats, motorcycles, and rv sales, service and rental~~															P	P			
Automobile storage (Wrecked or damaged)																C[2]	C[2]		
~~Automobile wash~~ (All types)													C[3]		P	P			
Bank, savings and loan association, or similar financial institution										P	P	P	P	P	P	P			
Barber and/or beauty shop												P	P		P	P			
~~Bed and breakfast~~	C[1]	C[1]	C[1]	C[1]	C[1]							P	P		P				
Big Box Retail														C[4]	C[4]				
Boathouse	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]										
Broadcasting studio, radio or TV										P	P		P	P	P	P			
Business incubator centers										P	P		P	P	P	P	P	P	
Cabinets/carpentry/carp enter shop															P	P	P		
Care Facilities – Child/Adult																			
Care Center						C[1]	C[1]			P	P	P	P	P	P	P			
Day Care Center						SE	SE	SE		P	P	P	P	P	P	P			
Day Care Center in a Church	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	P	P	P	P	P	P	P			
Day Care Home	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]										
Group Care Home						SE	SE	SE											
Nursing Care Facility										P	P		P	P	P	P			
Nursing Care in Home	SE	SE	SE	SE	SE	SE	SE	SE	SE										
Catering establishment														P	P	P			
Cemetery	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	
Church	SE	SE	SE	SE	SE	SE	SE	SE	SE	P	P	P	P	P	P	P	P		SE
Clothing alteration												P	P	P	P	P			
~~Columbaria~~	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]				P	P	P	P			
Communication towers	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	P	SE	P	P	P	P		

Use	R-R3	R-R1	R-S	R-20 - R-7.5	R-20A	R-M 10	R-M 20	R-MA	R-MHP	O-D	POD	NC	C-1	C-2	C-3	S-1	I-1	I-2	ESD PM
~~Concert hall~~														~~P~~	P	P			
~~Dance studio~~														~~P~~	P				
Dry cleaning/laundry (On premises if clothing is brought in by customers)												P	P	P	P				
Dry Cleaning, institutional																			
Dwelling - accessory										C[9]	P	C[9]	C[9]	C[9]	C[9]	P	P		
Dwelling accessory, temporary	SE	SE	SE	SE	SE	SE	SE	SE	SE							C[9]	C[9]		
Dwelling - multiple-family						P	P	P			P	P							
Dwelling - single-family attached				C[10]	C[10]	P	P	P			P	P							
Dwelling - single-family detached	P	P	P	P	P	P	P	P			P	P							P
Dwelling zero lot line	P	P	P	P	P	P	P	P			P	P							P
Dwelling - manufactured multi-section home	C[11]	C[11]	C[11]	C[11]	C[11]	C[11]	C[11]	C[11]	P										
Dwelling, manufactured single-section home	C[11]	C[11]	C[11]					C[11]	P										
Electronics and home appliance repair														~~P~~	P	P			
~~Emergency~~ Service, Fire, Police, ~~EMS~~	SE	SE	SE	SE	SE	SE	SE	SE				P	P	~~P~~	P	P	P	P	
~~Equipment~~ sales and ~~rental~~														~~P~~	P	P	P		
~~Fairgrounds~~ - public														~~P~~	SE	SE	SE		
Farm Animals, Livestock, Barns, Stables	P	P	P		C[25]														
~~Feed and seed sales~~														~~P~~	P	P	P		
~~Fireworks Stands~~, temporary														~~P~~	P	P			
~~Flea Market~~														~~P~~	P				
Florists, Flower and Gift Shops										P									
~~Funeral home~~														~~P~~	P	P			
~~Garden Center~~													P	~~P~~	P				
Gas sales - commercial and industrial																P	P		
~~Golf courses~~	SE	SE	SE	SE	SE														
~~Governmental~~ Facilities and Operations	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	~~P~~	P	P	P	P	
~~Group~~ Homes	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]	C[12]						SE	SE	SE	SE	SE	SE
Group industrial development																			C[12]
~~Gunsmith~~																P	P	P	
Home occupation	C[13]	C[13]	C[13]	C[13]	C[13]	C[13]	C[13]	C[13]				P	P	~~P~~	P	P			
Horses in residential zones	P	P	P	C[14]	C[25]														C[13]
~~Hospital~~																			
~~Hotel/Motel~~										P	P			SE	P	SE			
Industrial/Service														~~P~~	P	P			
Industrial Light																P	P	P	
Industrial Heavy																	P	P	
Junkyards																	P		
Kennel (outside runs)																	SE		
Laboratories																P			
Landfills - sanitary	P	P	P													P	P	P	
																P	P		

Use	R-R3	R-R1	R-S	R-20 - R-7.5	R-20A	R-M 10	R-M 20	R-MA	R-MHP	O-D	POD	NC	C-1	C-2	C-3	S-1	I-1	I-2	ESD-PM
Landscape business														X	P	P			
Laundromat, self-service												P	P	X	P	P			
Library												P	P	X	P	P			
Linen or towel supply business														X	P	P			
Locksmith												P	P	X	P	P			
Lumber yards														X		P			
Mail order house														X	P	P			
Manufactured home park office									P										
Manufactured home sales														X	P	P			
Medical clinic										P	P		P	P	P	P			
Mega-Church													P	X	P	P	P		
Merchant power plants																	P		
Mini-warehouses														C[15]	C[15]	P	P		
Monuments and tombstones sales														P	P	P			
Motor sport/race track																	P		
Museum	SE	SE	SE	SE	SE									P	P	P			
Music Teachers/Schools										P									
Nightclub, tavern														X					
Non Commercial Nursery/Greenhouse					P														
Nursery/Greenhouse	P	P	P										P	X	P	P			
Office- Business										P	P	P	P	P	P	P	P	P	
Office- Medical										P	P	P	P	P	P	P	P	P	
Parking Facility (Indoor/outdoor)													P	P	P	P			
Pawn shop														X	P				
Pest or insect control business														X	P	P			
Pet grooming boarding (Indoor)												P	P	X	P	P			
Photo processing (Production)																P			
Photography studios										P		P	P	P	P	P			
Plumbing business														X	P	P			
Post offices										C[15]	C[15]	C[15]	C[15]	C[15]	C[15]	C[15]			
Primary metal industries																	P		
Print shop														P	P	P			
Public utility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Quarries																	P		
Recreation-(commercial) indoor or outdoor including skating, swimming, game courts, health facilities, driving ranges													P	P	P	P			
Recreation-private/public/ nonprofit) indoor or outdoor including skating, swimming, game courts, health facilities, driving ranges	SE	SE	SE	SE	SE	SE	SE	SE					P	P	P	P			
Recreation (Community Area)	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]	C[17]
Recreation- Private, Game Courts and Swimming Pools on Single Family Lots	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[18]	C[20]	C[18]	C[18]	C[18]

Use	R-R3	R-R1	R-S	R-20-R-7.5	R-20A	R-M 10	R-M 20	R-MA	R-MHP	O-D	POD	NC	C-1	C-2	C-3	S-1	I-1	I-2	ESD-PM
Recording studio										P	P			P	P	P			
Recycling collection and processing center																	P		
Recycling convenience center															P	P	P		
Recycling drop box	C[19]	C[19]	C[19]	C[19]	C[19]	C[19]	C[19]	C[19]	C[19]	P	P	P	P	P	P	P	P	P	
Recycling trailer										P	P	P	P	P	P	P	P		
Restaurant												P	P	P	P	P			
Retail/Mercantile												C'	C'	P	P				
Riding academies	SE	SE	P		P												SE		
Salvage yard																P	P		
Sand and gravel pits																			
Schools-Colleges, universities	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[21]	C[23]	C[21]	C[21]	C[21]	C[21]			
Schools-Commercial													P	P	P	P			
Schools-primary, secondary	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE			SE
Shopping center												P	P	P	P				
Shooting range, outdoor	SE	SE	SE											C[24]	C[24]	C[24]	SE	SE	
Shooting range, indoor														P	P	P			
Sign, painting, manufacture														P	P	P			
Storage buildings for on-site residents						P	P	P	P										
Storage Units (temporary, portable)	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]		C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]	C[23]
Theatre/motion pictures (indoor)													C[24]	P	P				
Tire recapping and retreading plant																	P		
Trim/Upholstery														P	P	P			
Truck terminal																P	P		
Veterinary hospitals	SE	SE	SE													P			
Veterinary offices and clinics	SE	SE	SE							SE	SE		P	P	P	P			
Welding shop																P	P		
Wholesaling, warehousing, and distribution																P	P		

Section 7:3 Determining Setback Lines in All Districts

All setback lines adjacent to a public right-of-way are measured from the edge of the public right-of-way. When the right-of-way is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of 10 feet. *(See Graphics 1, 2, and 3 below)*

For additional minimum setback requirements, refer to the Transportation Corridor Preservation Ordinance #3079 (Appendix C.).

Section 7:3.1 Setbacks/Height

Table 7.3 Setback/Height Requirements

District	Minimum Lot Width (feet)	Front Setback (feet)	Side Setback (feet)	Rear Setback (feet)	Maximum Height (feet)
RR-3 Rural Residential	150	30 Residential 40 Collector 50 Arterial	5	5	45
RR-1 Rural Residential	75	30 Residential 40 Collector 50 Arterial	5	5	45
R-S Residential Suburban	30	30 Residential 40 Collector 50 Arterial	5	5	45
R-20/ R-20A Single-Family Residential	30	20 Residential 30 Collector 50 Arterial	5	5	45
R-15 Single-Family Residential	30	20 Residential 30 Collector 50 Arterial	5	5	45
R-12 Single-Family Residential	30	20 Residential 30 Collector 50 Arterial	5	5	45
R-10 Single-Family Residential	30	20 Residential 30 Collector 50 Arterial	5	5	45
R-7.5 Single-Family Residential	30	20 Residential 30 Collector 50 Arterial	5	5	45
R-M10 Multifamily Residential	30 See Section 7:3.9	20 Residential 30 Collector 50 Arterial	25 See Section 7:3.9	25 See Section 7:3.9	45
R-M20 Multifamily Residential	30 See Section 7:3.9	20 Residential 30 Collector 50 Arterial	25 See Section 7:3.9	25 See Section 7:3.9	45

District	Minimum Lot Width (feet)	Front Setback (feet)	Side Setback (feet)	Rear Setback (feet)	Maximum Height (feet)
R-MA Multifamily Residential	30 See Section 7:3.9	20 Residential 30 Collector 50 Arterial	25 See Section 7:3.9	25 See Section 7:3.9	45
R-MHP Manufactured Home Park	None	35	15	15	45
O-D Office	None	25	25 See Section 7:3.8	20 See Section 7:3.8	45
POD Office	None	15	25 See Section 7:3.8	20 See Section 7:3.8	45 See Section 7:3.7
NC Neighborhood Commercial	None	15 See Section 7:3.6	25 See Section 7:3.8	20 See Section 7:3.8	45 See Section 7:3.7
C-1 Commercial	None	25 See Section 7:3.6	None See Section 7:3.6	20 See Section 7:3.6	45
C-2 Commercial	None	25 See Section 7:3.6	None See Section 7:3.6	20 See Section 7:3.6	45
C-3 Commercial	None	25 See Section 7:3.6	None See Section 7:3.6	20 See Section 7:3.6	45
S-1 Services	None	45	25	20	45
I-1 Industrial	None	50	See Section 7:3.10	See Section 7:3.10	90
I-2 Industrial	None	See Section 8:4.10	See Section 8:4.10	See Section 8:4.10	90
ESD-PM	None	30	15 From other structure	15 From other structure	35
PD	N/A	N/A	See Section 8:1.4	See Section 8:1.4	N/A

To determine the classification of a specific street, refer to the definitions in Section 4 of this ordinance.

7:3.3 Calculating Minimum Front Setback

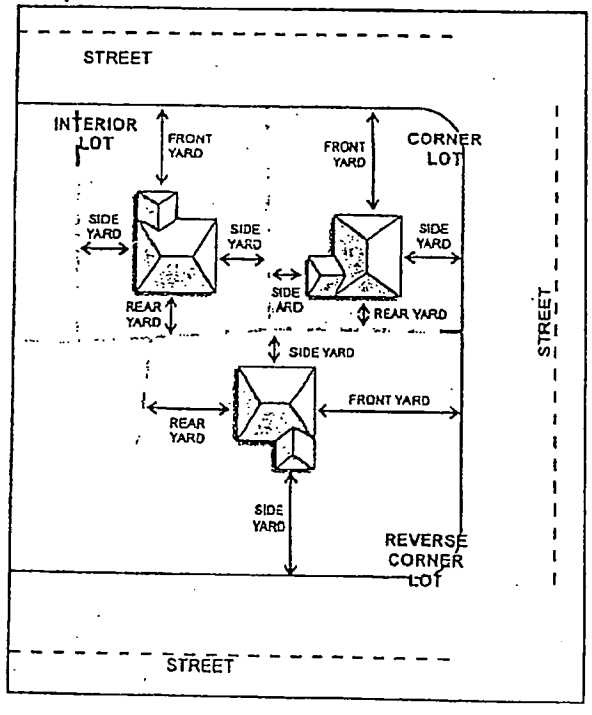
The minimum depth of the front yard measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 50 feet on an arterial street, except that when a right-of-way has not been established or is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of 10 feet. For additional minimum setback requirements, refer to the Transportation Corridor Preservation Ordinance #3079 (Appendix C.).

7:3.4 Side Setbacks in Single-family Residential Districts

For residences, accessory buildings, and nonresidential uses located on corner lots, the minimum side yard width measured from the street right-of-way line shall be 20 feet on a residential service street, 30 feet on a collector street, and 40 feet on an arterial street. For additional minimum setback requirements, refer to the Transportation Corridor Preservation Ordinance #3079 (Appendix C.).

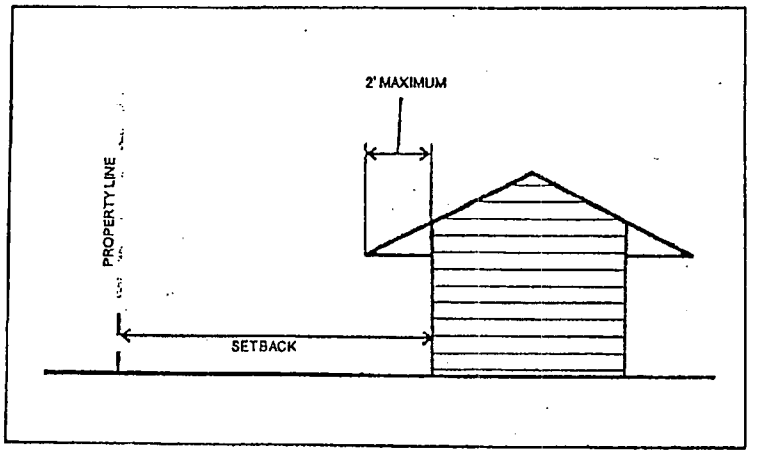
The rear and one side setback may be reduced to zero feet (0') for Zero Lot Line Dwellings located in single-family districts and are subject to the adopted Building Code.

Graphic 1



*Front is determined by E-911 address

Graphic 2



Setbacks are measured from the foundation wall. Overhangs, architectural embellishments, etc. may encroach the setback a maximum of 2 feet. Cantilevers consisting of roofed over space may not encroach the setback line. Setback is not measured from stoops, porches, and landings provided they do not occupy more than 20% of any exterior wall.

Accessory buildings may be located in the rear yard or side yard provided that they are set back not less than five feet from any lot line and occupy not more than 20 percent of the rear yard.

Graphic 3 - ***Note 1: Should read Must be in the rear yard or side yard

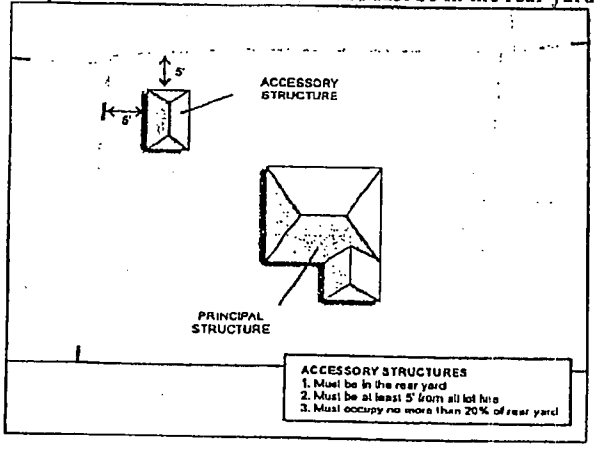


Table 12.1 -Minimum Parking Requirements
Minimum Parking Requirements
1. Single-family detached, single-family attached (not more than two units), garden court and zero lot line structures: Two spaces. 2. Two-family detached structures: Two spaces per unit. 3. Multifamily structures not over four units: 1 1/2 spaces per unit 4. Multifamily structures or group developments over four units: Parking shall be provided in the following ratio: one space per one-bedroom or efficiency unit, 1 1/2 spaces per two-bedroom unit, and two spaces per three or more bedroom unit. In addition, visitor parking shall be provided in a ratio of ten percent of the total required parking for such development
Assembly- (with seating) One space for each four seats in the assembly area (Unless specifically addressed in this section) Assembly- (without seats) One space per 30 square feet of net assembly area.
Automobile repair/service facility- Three spaces per service bay, not including the service bay itself
Automobile Wash (Full Service)- Fifteen spaces per wash unit.
Adult/child Day Care Center – Four spaces per 1000 square feet of floor area
Commercial recreation, outdoor- One space for each 2000 square feet of site area. (Unless specifically addressed in this section)
Commercial recreation, indoor- One space for each 200 square feet of gross floor area.
Community Recreation Area – With Swimming Pool - One space for every 100 square feet of water surface area. Without Swimming Pool – One space per 30 square feet of assembly area.
Driving range- One space for each driving tee
Golf course- Four spaces for each green plus requirements for any other associated use
Hospital / Assisted Care/ Nursing -Facilities- One space per residential dwelling unit; one space per each hospital bed; one space per every 3 group care beds; one space per every 5 nursing beds, whichever is provided.
Hotel, Motel, or Motor court One space for each room to be rented plus requirements for any other use associated with the establishment such as offices, restaurants, and assembly uses.
Factory, industrial – Minimum of 1 space per 500 square feet of leasable floor area for the first 3,000 square feet and then 1 space per 1,500 square feet of leasable floor area thereafter.
Miniature Golf- One space for each hole
Office and Professional Building- Minimum of 3 spaces per 1000 square feet of leasable floor area.
Office Medical or Dental- Three spaces for each examining room
Restaurant, freestanding- One space for each three seats. With dance floor area, shall provide additional parking spaces based upon one space for 35 square feet of dance floor
Retail Sales and Group Commercial- Minimum of 3 spaces per 1000 square feet of leasable floor area.
Schools, Private Grade, elementary, middle school – 1 per classroom High school – 7 per classroom
Warehousing and Flex Space Uses – Minimum of 1 space per 500 square feet of leasable floor area for the first 3,000 square feet and then 1 space per 2,500 square feet of leasable floor area thereafter.

Section 12:9 Screening and Buffering Requirements

Screening must be provided along side and rear exterior lot lines where any non-residential use is adjacent to a residential use and/or district for the purpose of screening non-residential activities from view. Unless otherwise required, the following landscaping and screening provisions will apply.

A 6 foot wall, fence, berm, evergreen screening plant material, or a combination of wall, fence, berm or evergreen screening plant material with a combined minimum height of 6 feet above grade shall be used for the purposes of screening. If evergreen plant material is used, it must be at least 4 feet in height at the time of planting and capable of forming a continuous opaque screen at least 6 feet in height, with individual plantings spaced not more than 5 feet apart. Berms shall have a side slope no greater than a ratio of 3:1.

Additionally, where any non-residential use is adjacent to a residential district, a twenty-five foot buffer shall be required. Screening requirements as set forth in this Ordinance can be provided within the buffer and shall be the only permitted activity within the buffer area established by this Section.

This requirement shall not apply to any property two (2) acres or less in size. For any property more than two (2) acres in size but less than five (5) acres in size, a five (5) foot buffer shall be required. For any property five (5) acres or more in size but less than ten (10) acres in size, a twelve and a half (12.5) foot buffer shall be required.

This buffer requirement shall not apply to any property in a Planned Development or Neighborhood Commercial District.

Utilities are allowed in the buffer.

November 5, 2008



Dear Watson's Orchard Home Owner or Lot Owner,

In September the Board of Directors of Watson's Orchard Property Owners Association and the Action Plan Committee of that Association presented a proposal to those of you who were present at the Home Owner's annual business meeting, regarding our mandate, from our stock holders, to sell our property at the southeast corner of Haywood Road and Pelham Road. To those who were not in attendance we provided a written explanation of the offer to participate in the benefits of the sale. To participate we asked that you sign a "non-binding indication of support", stating that when presented with a legal document detailing the terms of amending the current "Declarations" governing the use of the property, you would vote to approve the amendment, so long as the document accurately reflected the terms presented verbally and in writing on the 18th of September.

Many of you have expressed an interest in how the "vote" turned out. We were reluctant to publish that information, as has been our method in the past, until we had legal verification of the count and validated the right of each party t

o sign. This included a review by the attorneys for the title insurance company who will ultimately be responsible for title insurance when the property is sold. Originally, the number of commitments received exceeded the minimum required to proceed with the amendment revisions. Since that time, however, in our effort toward due diligence, we submitted the question of how many votes constitute a "majority" and which properties are included in the voting process. As insurers they took an ultra conservative approach and disallowed the commitment of certain lot owners. Hence we may be forced to go back to consider the other options to which we alluded in our original presentation. Before doing so, we have agreed to clear up several points of confusion that may have affected your decision on this matter. We apologize for not communicating a more definite plan of action and offer the following for your perusal.

During the time required by the title insurance attorneys to study the issue, our committee members have had the opportunity to hear "feedback" from neighbors and to consider the constructive comments made during the Home Owner's Business meeting. It has been our objective from the first to develop a plan that would be beneficial to both the homeowners and the stockholders. Concerns that persisted, after the meeting and our letter, had to be addressed if our goal of maintaining harmony in the neighborhood, while establishing a fair arrangement for both the stockholder and the homeowner, was to be achieved. Those concerns seem to boil down to the following:

1. The term "commercial" as applied to the corner of Haywood and Pelham was too open ended and could be abused if not limited by more than the "word" of the stockholders that they would make sure that no undesirable entity was allowed.
2. The office park as presented might allow too much flexibility in architecture, size, landscape, etc.
3. The "deadline" to commit to the non-binding indication of support was too short.
4. Some home owners seemed to be under the impression that our proposal might include a direct road from Haywood to Highbourne.
5. The question has been asked "After all these years, why do the stockholders want to change the deed restrictions now?"

We certainly understand these concerns and sincerely appreciate your candor in expressing them. Therefore to avoid any ambiguity or room for departure from our collective intent, we propose the following adjustments to our offer:

1. The corner lot consisting of not more that 2.5 acres will be zoned and deed restricted to "NC, Neighborhood Commercial" as defined by Greenville County. That is, "Established to provide for convenient shopping areas and professional offices that meet the daily needs of the surrounding neighborhood".
2. The remainder of the tract on the south side of Pelham would be zoned and deed restricted as "POD, Planned Office District," as defined by Greenville County. That is, "Established to accommodate office development that is found to be compatible with surrounding physical development." An Architectural Committee consisting of 3 current home owners, a registered architect and a licensed building contractor will hold the approval authority for any proposed construction.
3. These stipulations will be included in writing in a revised "Non-Bidding Indication of Support" and will be clearly spelled out in the Amended Declaration. While we intend to give you adequate time to consider our revised offer, it must be recognized that we are under definite time constraints if all of the necessary legal action is to be accomplished by the deadline set in the "Declarations".
4. Please understand that no Board Member and no Committee Member has ever considered the possibility of a road from Haywood Road to Highbourne Drive. Remember, our proposal is to donate the Haywood property north of Pelham to the City of Greenville as a designated "conservation easement". There would be absolutely no reason to propose such a road. Further, no member of our committee, four of which live on Highbourne Drive, would ever allow such an intrusion into our neighborhood by through traffic.
5. As to "why do we want to change the deed restrictions now" - The restrictions could not and still can not be amended until January 1, 2010. If they are not amended at that time, they continue in effect for ten more years. The neighborhood and the stock holders have this small window of opportunity between now and 2010 to control our own destiny by stipulating exactly how we want the property to be developed. The home owners and the stockholders can join together and stipulate exactly how the property should be developed. We don't need to wait for someone else to decide for us. Secondly, it must be recognized that the stockholders are aging and becoming more diverse geographically. Originally, there were only 46 share holders. While there are still only 46 shares, there are 60 shareholders with some owning as little as 1/15 of a share. Many of these people have no current or former tie to Watson's Orchard. Further, stock certificates keep changing hands as estates are settled. We are currently up to certificate number 86. Finally, the cash that the original stock holders set aside to cover the expenses of the Corporation (taxes, insurance, accounting, etc.) is depleted. Our expenses run around $5000 a year. Stockholders will have to be assessed annually if we continue to own the property.

Having given careful consideration to the concerns of our neighbors and in continuation of our efforts toward harmony in Watson's Orchard, the Board of Directors has authorized our committee to coordinate with and work with a committee of home owners to be appointed by the President of the Watson's Orchard Home Owners Association in an effort to eliminate any remaining reservations about supporting our revised offer to all current lot owners for participation in the net proceeds of a future sale of our Pelham Road property in exchange for their support of the amended Declarations to allow the use of that property as described in notes 1 & 2 above.

With best regards, we are Watson's Orchard Property Owners Association Action Plan Committee & Board of Directors,

John Vry, Jerry Steel, Joel Norwood, Frank Durham, Ralph Aiken, Lucy Tiller, Henry Sullivan, and Barbara Aiken

Sent e-mail
to all Committee 9/29/0



Considering last night's committee meeting, I have a suggestion. We spent months planning our strategy and implementing it. We made our best offer to win support at Ralph's presentation. Ralph made a great presentation, and I felt did a much better job than I could have ever done. Nevertheless, when we tallied the votes last night, only 1 Watson's Orchard resident was persuaded to join us, the stockholders, in our plans.

Last night I learned not only the outcome of our efforts to win over the residents, but that Ralph or Pat Grayson may have devised a creative way to obtain a majority. After hearing the details of this strategy, all-the-while keeping in mind the resident's opposition, I reversed my support of our own proposal. I am uncomfortable with the "end run." I wonder how many of the stockholders would approve of this creative tactic. I suggest that we inform them.

At this meeting, we should update the stockholders of the outcome of the recent lot owner's vote. I would notify them that at the moment, the Corp. does not owe more money that it has on hand, but that just ahead are expenses that will eliminate any options, explained below.

From my point of view, the resident's support or utter lack of it, is a disappointing and sound defeat. I can accept a loss to a well-waged campaign, and I hope you can too.

Right now, we have the ability to stop before incurring future debt. At the meeting, I would seek a vote on disposing of the land by transferring it to the conservation folks, after outlining the pitfalls of our current course, as detailed below.

The conservation route achieves disposing of the property without incurring new debt. If we push forward, we are committing the Corp not only to the professional expenses we budgeted, but also to new fees for the creative way to obtain a majority. Our plan has been to pay the Corp's liabilities with sale proceeds. Ultimately, if we push forward, there is no option to reverse course and put the land in a conservation easement because the Corp will have too much debt.

In my business, you should never take for granted a zoning change. Please give some thought to the loudest potential contingency at the zoning hearings, who are 99% of the non-stockholder-residents of Watson's Orchard. Without their support, we may lose the zoning request.

If we try to re-zone and fail, we will have new debt, and we have no choice but to still sell the property for the best possible price (residential prices assuming a zoning denial).

The stockholders may be better off stopping right now considering potential outcomes. If we push forward, fail to get the zoning changed, and are forced to sell the property residentially, we still owe professional fees. Thus, the net proceeds may be similar to the tax credit benefit to begin with.



Watson's Orchard Property Owners Association
Greenville, SC 29615
November 16, 2009

Fellow Neighbors:

We are pleased to inform you that the majority have approved the proposal we sent out last summer to change the covenants and restrictions for the property on the other side of Pelham Road and along Haywood Road (one vote for each lot). As you all may remember, our proposal was to change the restrictions so that the property along Haywood Road would become a dedicated "green space" while the property across Pelham could be developed in a low-impact way (two story doctors' offices, perhaps).

Unfortunately, despite our efforts to work through this amicably and let the majority rule, a lawsuit has been filed to block these changes in the restrictions. The plaintiffs are Fred and Ronna Hanold and Pat and Carol Mitchell. We believe the lawsuit has no merit at all since the existing restrictions state explicitly that they can be changed as of January 1, 2010, by a vote such as we have just taken.

In response to the suit, we have asked the court to confirm that the new restrictions will be applicable as of January 1, 2010. In addition, since we feel the lawsuit is highly inappropriate and will be very expensive to defend, we have also asserted counterclaims against the plaintiffs individually for "abuse of process" and "frivolous proceedings."

We will keep you informed as this matter unfolds.

Sincerely,

WOPOA Action Plan Committee

Jerry Steele
John Vry
Frank Durham
Len Byrne
Ralph Aiken

WOPOA Board of Directors

Ralph Aiken
Henry Sullivan
Barbara Aiken
Lucy Tiller
Len Byrne

REALTICORP

Pricing and Commission Fee



Property Pricing

RealtiCorp LLC will research the property, comparables,and market conditions to determine the asking price, to be approved by seller before finalizing the marketing collateral.

Listing Agreement Fee Structure

One Year exclusive listing agreement

% of total gross sale amount of commission is payable by Watson Orchard Property Owners if sold by the RealtiCorp LLC team.

% of total gross sale amount if sold with the involvement of any other broker of buyer's agent to be split 50/50 with buyer's agent.

Commission fee payable at closing

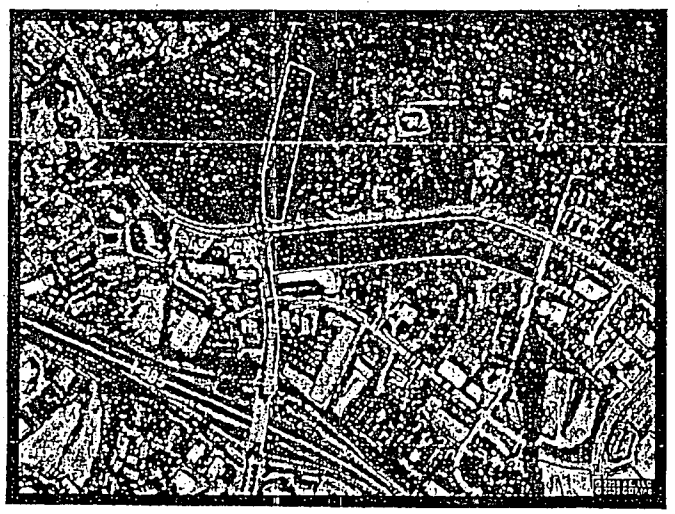
REALTICORP

Sellers Service Proposal

Prepared Especially for:

Watson Orchard Property Owners

President: Mr. Ralph Aiken



Presented by:

Anna M. Martin – Business Development

www.RealtiCorp.com

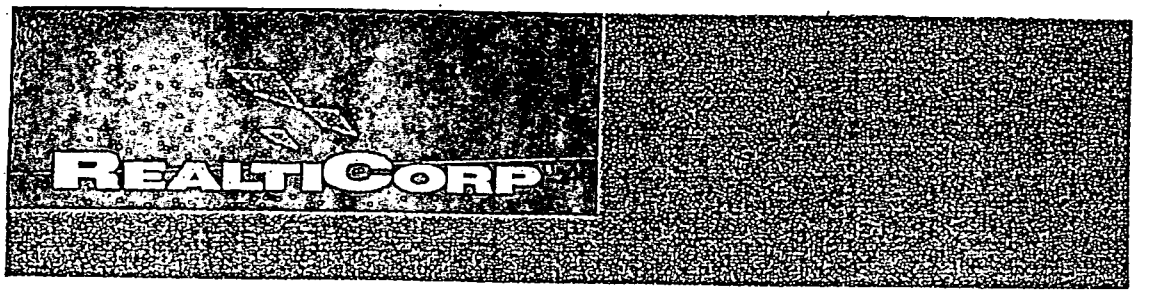


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2. RealtiCorp Team
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4. Technical Overview of Property
5. Marketing Plan
6. Demographic Profile
7. Pricing and Commission Fee

REALTICORP

Mission and Goals

Mission Statement

RealtiCorp's strategy is based on the goal of delivering the right land at the right price to the right buyer with horizontal permitting issues resolved. Since our founding in 1996, RealtiCorp has executed over $400 million in land transactions. Our select group of multi-site users, brokers, property owners and investors continue to benefit from these investments that offer mitigated risk for all.

Goals

Perform marketing tasks to meet and exceed Watson Orchard Property Owners complete expectations.

Manage project and time line to meet the client's profit goals in the shortest possible time frame.

REALTICORP

Our Team



Dan Bruce – Chairman/CEO

As Chairman of the Board and CEO of RealtiCorp, Dan Bruce's primary responsibilities are developing the corporate vision of the company. Mr. Bruce is a member of the company's Investment Committee, Budget Committee and serves as RealtiCorp's Chairman of the Board.

Mr. Bruce has over thirty years experience in the real estate industry as a principal, during which time he operated Charter Capital, a private investment company specializing in value-added real estate investments. Mr. Bruce has successfully been the lead investor in both land transactions as well as income producing properties. In 1971, Mr. Bruce developed what is believed to be the first computerized site selection system utilized on a large-scale commercial basis. Major advances in technology now allow this vision to deliver benefits that were never before possible. RealtiCorp has fine-tuned the concept and it is the driving force behind the company's business model.



Pat Grayson – General Counsel

Mr. Grayson is licensed to practice law in South Carolina. For over 35 years, he has had an A rating in Martindale Hubbell. He was a Fellow in the American College of Mortgage Attorneys until he left a firm practice. He was listed in Best Lawyers in America from 1992 until 1998 when he left private practice. Mr. Grayson served for six years on the Greenville County Planning Commission and was chair for two terms. In addition, he served as General Counsel for the Greater Greenville Chamber of Commerce for two years.

Mr. Grayson attended Davidson College and graduated from the University of South Carolina with a Bachelor of Science in Economics. He earned his law degree from the University Of South Carolina School Of Law.



Reggie Bell – Vice President

As Vice President, Reggie Bell's primary focus is the comprehensive management of company assets. Maximizing project value through efficiency, he manages all phases of commercial land development. Specific responsibilities include project feasibility, site acquisitions,budget analysis, due diligence, entitlement, infrastructure design coordination, capital improvement oversight, marketing, public relations, contract negotiation and asset disposition. Prior to joining RealtiCorp, Mr. Bell served as project manager at Marsh/Bell Construction Company. A graduate of Clemson University, Mr. Bell earned a Bachelor of Science degree in Construction Science and Management. He is a member of the Urban Land Institute and International Council of Shopping Centers.

REALTICORP

Our Team



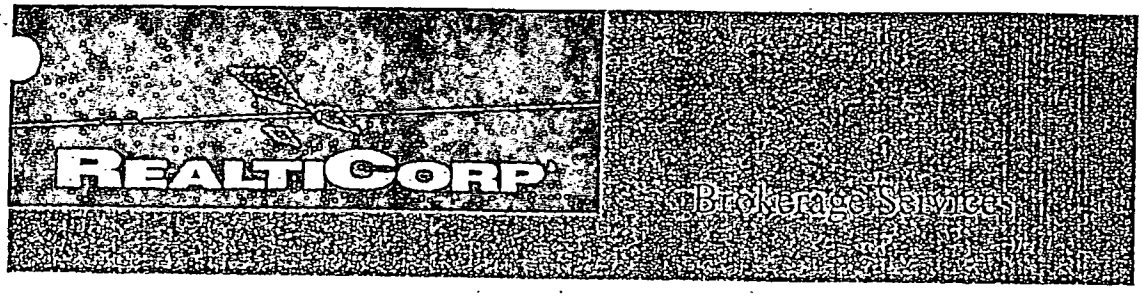
Anna Martin – Business Development Associate

Anna Martin is a Business Development Associate with RealtiCorp transferring from *COLDWELL BANKER COMMERCIAL* A native of Newfoundland, Canada, Anna has dual citizenship in Canada and the United States. She has spent the past 18 years in the Upstate of South Carolina. Anna has established honorable relationships with clients, customer and brokers throughout the southeast. She has been involved in commercial and residential development and sales for the past 15 years. She has diverse and broad skills within the Commercial Real Estate Industry. Her book of business includes Regional and National Clients and she works on a local, state, regional and national basis.

Services Available:

- Acquisition and Disposition Services
- Market Research and Analysis
- Project Development
- Asset Management
- Property Development
- Business Brokerage
- Build to Suit

www.RealtiCorp.com



Value Added Services

RealtiCorp LLC will provide a property assessment and determine what types of value add components might be achievable during the listing period to improve the value of the property to the Buyer.

RealtiCorp has, itself, participated in over $400 million in transactions. Meaning we know the business from the Buyer's side as well as the Seller's side.

Our experience in working with regulatory agencies on utilities, curb cuts and zoning issues will expedite the selling process. We can amend declarations for specific uses or work on agreements with adjacent property owners.

Research

RealtiCorp is known in the industry for being the best in data, research and analysis. We bring this to the seller in form of current comparables, market data, market research, market forecasts, end user expansion plans, etc. By having the best data available, and being able to correctly analyze the data, we can give the Seller a very clear idea of the property value, highest and best use, and target buyers.

Network

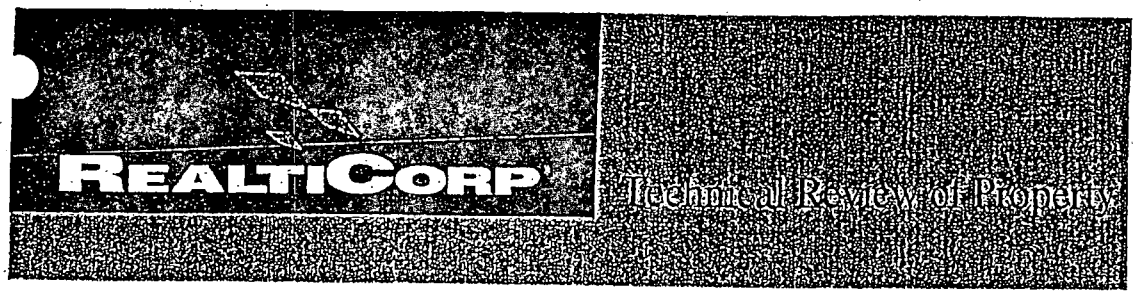
Through our extensive experience in buying, developing and selling real estate all over the Southeast, we have a database of contacts in disciplines and types of commercial real estate. Many brokerage companies rely on other brokers in other parts of the Southeast to plug them into the right contacts, whereas we go straight to the source.

Build To Suit

RealtiCorp LLC has the ability to acquire a site, build a building to our clients specifications and lease the property to the business owner. This allows a business owner to utilize cash on hand for operating expenses. We can even establish a future sales price in the event the business owner wants property ownership in the future.

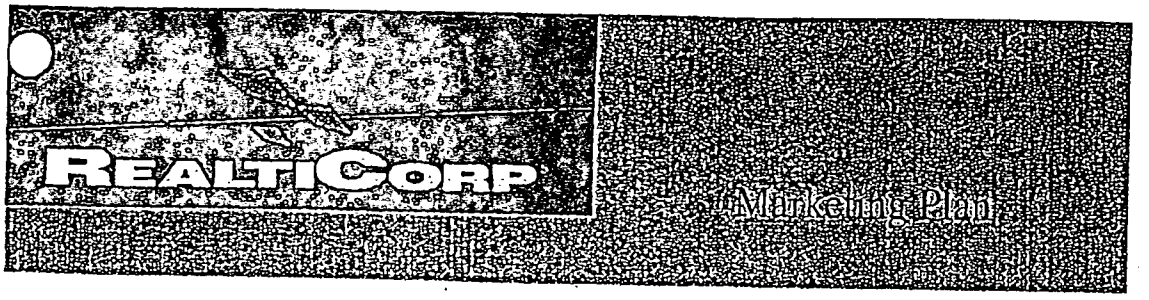
In-House Legal Counsel

There are many legal aspects to any property. RealtiCorp has experienced in-house legal counsel ready to assist at a moments notice with title searches, declarations, easements, restrictions, zoning, flood plains, etc. This literally will save a Seller thousand of dollars, and considerable amount of tine.



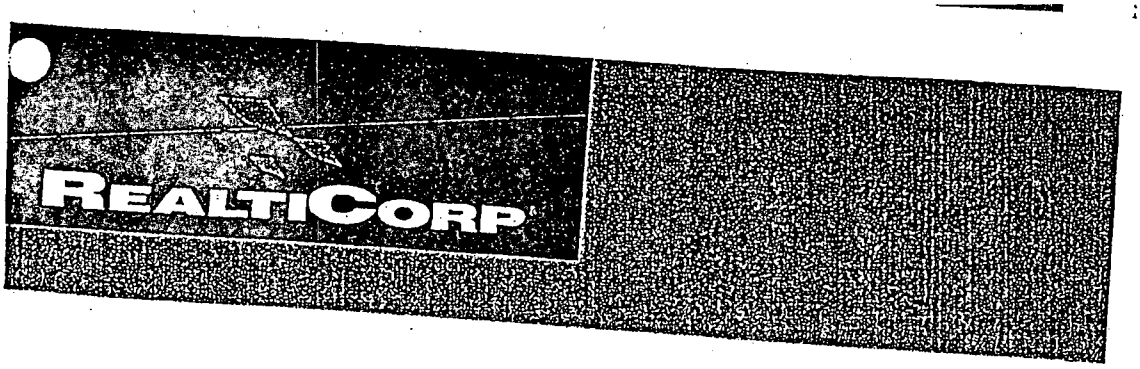
Technical Review Of Property

- Inspect Property and Record Physical Data
- Implement a Site Plan of the Property
- Review Real Estate Taxes and Special Assessments
- Review Title Information
- Review Municipal Zoning and Land Use Data, request rezoning



Marketing Plan

- Collect all Property Information
- Add value to property through rezoning to Commercial Multi Family or Office
- Design and Produce Marketing Materials
- Develop Primary and Secondary Buyer List
- Establish Solicitation Venues
- Internet marketing through commercial websites, loopnet and Email.
- Present property to our personal Data Base of Developers and End User we have developed relationships with in past projects
- Meeting with all Regulatory Agencies to add value added components to maximum value for seller



Demographic

Full Demographic package will be design for the disposition of the property.
Demographic package will be gear toward the potential buyer we are targeting.

We will provide a Demographic package for you review upon request.



Property Pricing

RealtiCorp LLC will research the property, comparables,and market conditions to determine the asking price, to be approved by seller before finalizing the marketing collateral.

Listing Agreement Fee Structure

One Year exclusive listing agreement

4% of total gross sale amount of commission is payable by Watson Orchard Property Owners if sold by the RealtiCorp LLC team.

6% of total gross sale amount if sold with the involvement of any other broker of buyer's agent to be split 50/50 with buyer's agent.

Commission fee payable at closing

If we count Jim's vote as two and our vote as two the total lots is 50. Majority is 27.

We have:	WOPOA	2
	Jim	2
	John	2
	Jerry	9
	Frank	1
	Joel	1
	Ralph	3
	Total:	20

If we count Jim's vote as 6 and our vote as two the total lots is 54. Majority is 28.

We have:	WOPOA	2
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	24

If we count Jim's vote as 6 and our vote as 7 the total lots is 59. Majority is 30.

We have:	WOPOA	7
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	29

SECTOR GRIFFITH - RALPH
JOE THOMASON - FRANK
SCOTT PAYNE - FRANK
MAC REEVES -
NATHAN SCOLARI
LYNN SWOOK - JERRY
CAMERON SMITH

If we count Jim's vote as 6 and our vote as 10 the total lots is 62. Majority is 32.

We have:	WOPOA	10
	Jim	6
	John	16
	Jerry	
	Frank	
	Joel	
	Ralph	
	Total	32

DEAN VARNON - JERRY
DENNIS YUSL - RALPH
DEE HITCHEL - JOHN

W001471

	Will Come
Rachael McKeough	1
Henry	1
Ralph	1
Frank	1
Sammy	1
Lucy	X
Joel	✓
Jerry	✓
Chas.	X

Realtor To Negotiate
Any Business Points $150/hr.
Est: 3-4 hrs

Then Attorney For Legal
Review.

20 For

5 Against

15 AC

8 Pelham +5 Heyward.

Jim will Turn over To City
To Do Due Diligence

Single Fam. Residential

Rest 2010

Anti Extend for 10 yrs
Unless Majority of
Common Home Owners
Vote To Change Restrictions

Jim will Submit Legal
Opinion.

Attorney To Review Contract

W001542

46 votes

9

23

24

26 votes

27

11

4

15

46

61

31 votes / 46 owners

10/29/08 R with Pat
told him most conservative way would be
to have 31 of the 46 owners in Watsons
Orchard Subdivision vote to change the restriction.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2009-CP-23-7707

R.C. Frederick Hanold, III and Rose F. Hanold, and Carol R. Mitchell and George P. Mitchell, Jr., ... Respondents,

v.

Watson's Orchard Property Owners Association, Inc., a South Carolina Corporation, and Pelham Farm, LLC, a South Carolina Corporation, Legacy One, LLC, a South Carolina Corporation, SESP LLC, a South Carolina Corporation, an unknown Trustee of the Revocable Trust Agreement Dated March 19,1996 established by James B. Stephens as amended, and unknown Jay Stephens and Mike Stephens as Co-Personal Representative of the Estate of James B. Stephens, ... Defendants,

Of whom Pelham Farm, LLC, a South Carolina Corporation, Legacy One, LLC, a South Carolina Corporation, an unknown Trustee of the Revocable Trust Agreement Dated March 19, 1996 established by James B. Stephens as amended, and unknown Jay Stephens and Mike Stephens as co-Personal Representative of the Estate of James B. Stephens, are the ..... Appellants.

v.

Property Owners in Watson's Orchard Subdivision: N. Carter Poe, III; McNally Reeves, as Trustee of the Residual Trust under item Five of the Last Will and Testament of Hattie L. Reeves dated February 9, 1998; Janet B. Yusi; Lucy S. Tiller; James G. Stephens; Rachel P. McKaughan; Ramon J. Ashy and Jana Ashy; Christopher D. Scalzo and Heather V. Scalzo; Erma R. Rash, as Trustee of the Erma R. Rash Revocable Trust dated February 12, 2010; James Edwin Conrad, as Trustee of the James Edwin Conrad Living Trust dated September 7, 2010; Sue Lane Conrad; Horst H. H. Eschenberg and Floride C. Eschenberg; Caryl L. Clover, as Trustee of the Caryl L. Clover Revocable Living Trust Agreement dated May 12, 1999; Mary F. Newell; Timothy M. Conroy and Elizabeth W. Conroy; Nathan Scolari; Joel Wells Norwood and Lynn Norwood; J. Lynn Shook; Juan Hernandez and Janice M. Pelletier; Scott P. Payne and Kathleen H. Payne; Joe G. Thomason and Dana L. Henry Thomason; Traci Segura; Cameron E. Smith and Joan B. Smith; Charles E.

Howard and Sharon F. Howard; Penelope J. Galbraith; Meredith C. Vry; Delores B. Mitchell; Lisette M. Silva and Mary F. Colley; Ilona K. Alford and William G. Alford; George T. McLeod and Martha T. McLeod; Ronald S. Wilson and Robin E. Wilson; The Merrill J. Gildersleeve and Anore L. Novak Revocable Living Trust dated November 1, 1996; Anna Marie T.Azores and Kim 0. Gococo; Ashley Westrope as Trustee of Martha Randolph Westrop Trust dated June 6, 1988; Cliff C. Jollie and Martha W. Jollie; David A. Saliny and Xiaoli Saliny; Lecia S. Franklin; Dean D. Varner and Deborah P. Varner; W. Frank Durham, Jr.; Christine M. Howard; Samuel P. Howard, Jr. and Jane H. Howard; Manfred E. Kramer and Jane J. Kramer; Mary J. Steele; James J. Barrett, III and Kimberly A. Barrett; Richard A. Herman and Patricia L. Herrman,.....Third-Party Defendants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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SC Bar No. 1428
The Herlong Law Firm, LLC
531 S. Main Street, Suite 201 (29601)
Post Office Box 2003
Greenville, SC 29602
Telephone: (864) 382-3800
Facsimile: (888) 501-1278

ATTORNEY FOR APPELLANTS

February 7, 2014