

## **Silverleaf Restrictive Covenants**

The undersigned, American Service Corporation, the owner and developer of all numbered lots, access ways and common area of a subdivision known as Silverleaf Subdivision, Section IA, as shown on plat of the same being recorded in the RMC Office for Greenville County, S.C. in Plat Book 9-F at page 61, which plat was prepared by Dalton & Neves, Engineers, dated February 12, 1981, does hereby impose on the numbered lots shown thereon, the same being Lots 1 through 87 inclusive, access ways and common area, if any, the covenants and restrictions hereinafter set forth which shall be binding on all persons claiming under them until the 1<sup>st</sup> day of May, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change or abrogate said covenants in whole or in part. In such vote each lot shall be entitled to one vote and only one vote, irrespective of ownership.

If the undersigned, its successors or assigns, any lot owner in said subdivision or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated 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 doing or to recover damages or dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

### **I. PURPOSE OF RESTRICTIVE COVENANTS**

1.1 The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the development or subdivision, to prevent the building of any structure which would be out-of-keeping with the other dwellings, to insure the use of property for attractive residential purpose only, to prevent nuisances, to prevent the impairment of the

attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

The undersigned Developer reserves the right to develop additional phases of Silverleaf Subdivision.

## II.

### USES PERMITTED AND PROHIBITED

2.1 All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height exclusive of basement and a garage for private passenger automobile and servants quarters. The garage may be detached from the dwelling and no garage shall be of a size larger than necessary to park two automobiles plus storage area of reasonable size.

2.2 No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding 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.

2.3 No house trailer or mobile home shall be placed on any lot either temporarily or permanently. Any camping trailer, boats, recreational vehicles, and/or similar equipment used for the personal enjoyment of a resident of a lot may be parked on a lot only after first obtaining the written consent of the Architectural Committee. If the Architectural Committee grants permission to park said equipment the Committee shall specify the area of the lot on which said equipment may be parked and the Committee may also specify additional conditions for storage. If the lot owner violates the terms of said conditions the Architectural Committee may revoke its consent.

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

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

2.6 No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. No beehives may be located on any lot. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number of pets which may be kept on any numbered lot.

2.7 The total area of all driveways shall be paved by plant mix concrete or asphalt it is first approved by the Architectural Committee. The driveway shall be completely paved with the same type of material and materials of a different nature for different parts of the driveway may not be used. The Architectural Committee shall require a substantial length of the driveway be double parking width so as to adequately provide for off street parking in the subdivision.

2.8 Garage containers, trash cans, wood piles and clothes drying areas must be so located that they will not be visible from the front street.

2.9 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.

2.10 Provisions must be made by the property owners for off street parking of cars belonging to domestic servants as the parking of such cars on street rights-of-way for long periods of time during the day or night will not be permitted. No trucks unless three-quarter ton or less in size shall be permitted to be parked or stored on the property or on the streets in

the subdivision. It is the intention of this paragraph that all vehicles be parked off street and that no vehicles be parked on any streets in the subdivision except on a temporary basis.

2.11 The primary use of all garages and carports shall be storage of vehicles.

However, minimum areas of storage in garages and carports shall be permitted for equipment and other items of personal property provided the same is stored neatly at all times.

### III.

#### SETBACKS, LOCATION AND SIZE, IMPROVEMENTS, AND LOTS

3.1 No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and 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 residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line but in no event shall any residence be less than 10 feet from the side lot line.

3.2 Any detached garage or other outbuilding erected shall be at least 60 feet from the front lot line and no nearer than five (5') feet to any side or rear lot line.

3.3 No wall, fence or hedge in the front yard shall be erected: (1) across or along the front of any lot, (2) along any front side line or (3) along the front building setback line running to the front edge of the house, having a height of more than three (3) feet. All walls, fences or hedges erected in the backyard shall be of a reasonable height. All walls, fences or hedges proposed to be erected or placed on any lot in this subdivision, whether in the front or back, or as part of the original residence designed or a later addition or additions, must first receive the approval in writing of the Architectural Committee after the Committee has received the plans, specifications or design proposed for said wall, fence or hedge. All fences must be constructed of wood, brick or approved type of chain link.

3.4 No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements of any zoning regulations.

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

3.6 The following floor space requirements shall apply to the residences in Phase I of this subdivision. In calculating the minimum floor space there shall be included only the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation:

One story residence with one or two car garage or carport	1,600 square feet
One story residence with no garage or carport	1,700 square feet
Two story residence with two car garage or carport	1,800 square feet
Two story residence with one car garage or carport or no garage or carport	2,000 square feet

#### IV.

#### ARCHITECTURAL COMMITTEE

4.1 The Architectural Committee shall be composed of:

- (a) Loyd G. Boyer;
- (b) William E. Smith;
- (c) Charles M. Werner, Jr. or successor officer designated by American Service Corporation

4.2 In the event of a any member to act, the 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 of the Board of Directors of American Service Corporation. The members of the Architectural Committee shall be appointed for a term of three years 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. By mutual agreement of all parties, after residences have been erected on substantially all lots in Silverleaf Subdivision, the Architectural Committee may resign and turn over its rights duties and responsibilities to a new Architectural Committee to be appointed from time to time by the Board of Directors of the Silverleaf Homeowners Association, Inc.

4.3 No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications and plot showing the proposed type of construction, exterior design and location of such residence have been approved in writing by the Architectural Committee. In addition, a landscape development plan must likewise be submitted to and approved by the Architectural Committee showing the location of proposed fences, boundary or patio walls, driveways and parking areas, hedges, shrubbery or trees.

4.4 In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Architectural 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, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable. In so passing upon such plans, specifications, plot plans or landscape plans, 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 other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

4.5 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.

4.6 Application for approval as required herein shall be made to the Committee at the office of American Service Corporation c/o American Federal Savings and Loan Association, P.O. Box 1268, Greenville, S.C., 29602, or at such other place as they may have their office, and at the time of making such application, the building plans, specifications, plot plans and landscape 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.

4.7 Upon approval by the Committee, the construction may be commenced. Should the applicant request the same, the Committee will approve the construction by a written permit.

4.8 The Committee is authorized by majority vote of its members to approve or ratify any minor violations of the requirements herein set forth under Section III, "Setbacks, Location and Size, Improvements, and Lots", if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the

setback lines as shown on the recorded Plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 6 feet or of the main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section III hereof by more than 40 square feet. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

MAINTENANCE CHARGES

HOMEOWNER'S ASSOCIATION

5.1 All numbered lots on the recorded Plat shall be subject to an annual maintenance charge or assessment of \$175.00 per year payable in advance on May 1<sup>st</sup> of each year beginning May 1, 1984, it being anticipated that the recreational facilities hereinafter referred to will be substantially completed and available for members use by the Summer of 1984. Said maintenance charge shall be payable to Silverleaf Homeowners Association, Inc. The maintenance charge shall apply to all lot owners including lots owned by the Developer, American Service Corporation, or any successor developer.

5.2 Should the Developer convey numbered lots to purchasers at any time other than May 1<sup>st</sup>, then the purchaser shall pay his or her pro rata share of the annual maintenance charge as of date of closing the transaction.

5.3 The yearly assessment of \$175.00 is subject to change from time to time as may be determined by a majority vote of the property owners in all phases of Silverleaf Subdivision. There shall be one vote for each lot in each phase of the Subdivision whether owned by one person or by more than one person. It shall be the responsibility of a person purchasing property in Silverleaf Subdivision to contact Silverleaf Homeowners Association, Inc. to determine the amount of the yearly dues and whether or not they have been paid.

5.4 All sums payable as set forth above are payable to Silverleaf Homeowners Association, Inc., and the amount so paid shall be administered by the directors of said association and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions but that it is under no duty to perform or discontinue to perform at any time of said functions:

(a) For the payment of the necessary expenses for the operation of said association.

(b) For improving, cleaning and maintaining all common areas, access ways, signage, median strips and beautification strips in and around the subdivision. In this connection the Association will accept legal title to certain common area on which recreational facilities are to be located and as shown on the recorded plat. It will be responsible for paying applicable taxes, insurance and other charges on said property.

(c) For the maintenance of the recreational facilities including pool, tennis courts and bath house.

(d) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the association to keep such property neat and in good order for the general benefit of all the property owners within the community.

(e) For any expense incident to the performance of these covenants and responsibilities.

(f) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any common area owned by the Association.

(g) For the expenses and cost in enforcing the rules and regulations promulgated hereunder including the engaging and paying of reasonable attorneys fees and cost or the cost and expenses of other agents or independent contractors that the association may deem necessary to engage.

(h) For such other purposes as in the opinion of the directors of the association may be necessary for the general benefit of the property owners in the subdivision.

5.4 Silverleaf Homeowners Association, Inc. is a non-profit corporation organized under the laws of the State of South Carolina. Every owner of lots in Silverleaf Subdivision (including all phases) shall automatically be a member of the association. As new phases of Silverleaf Subdivision are developed, membership in the Association shall increase by the number of lots in said new phase. Each lot owner shall have one vote per lot. Where two or more parties own one lot they must determine how they will vote.

5.5 The association shall be managed by a Board of Directors consisting of not less than three nor more than seven individuals. The initial Board of Directors shall be composed of the following:

- (a) Dee A. Smith;
- (b) C. Robert Maxwell;
- (c) Charles M. Werner, Jr. or successor officer designated by American Service Corporation

Said Board shall prepare the initial by-laws of the association. Said Board shall also be authorized to name one or more residents in the subdivision as an additional Board Member (s). The initial Board shall continue to serve until such time as a meeting of the membership elects their successors.

5.6 The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

5.7 The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

5.8 The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall run with the land and be binding upon the Grantee and his successors and assigns. The association shall have the exclusive right to

take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

5.9 In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage. The association may elect to sue for judgement rather than seek foreclosure for delinquent maintenance charges. The Association shall charge interest (unless the Association waives the same) at the rate of not more than eighteen (18%) per cent per annum and not less than eight (8%) per cent annum on all delinquent charges from the date of delinquency forward and may also charge a reasonable attorney's fee for the Association's attorney if the delinquent account is placed in the hands of an attorney for collection, foreclosure or judgement. The Directors at their regular meeting shall set the amount of the interest rate on the delinquency which interest rate shall be reviewed not less frequent than annually.

5.10 The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any such Mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Lien Instrument or by deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any change due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bona fide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the association to enforce the

collection of any charges that shall become payable after the acquisition of title by such subsequent bona fide purchaser for value.

(c)The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

## VI.

### ADDITIONAL PHASES

6.1 The undersigned owner/developer intends to subdivide and develop additional phases of Silverleaf Subdivision. All additional phases shall be contiguous to the property herein described or to other phases of Silverleaf Subdivision. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as minimum floor space requirements and size of lots, as market conditions and experience may dictate.

6.2 All lot owners in additional phases of Silverleaf Subdivision shall automatically become members of the Silverleaf Homeowners Association and have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities. All members of the Association shall be subject to the terms and conditions of applicable restrictive covenants, charter and bylaws of the association and reasonable rules and regulations promulgated by the Board of Directors of the Association.

## VII.

### MISCELLANEOUS

7.1 No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

7.2 Nothing herein contained shall be construed to prevent American Service Corporation, its successors and assigns, as Developer, from maintaining temporary offices or a temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed.

7.3 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion by said lien shall at all times subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be foreclosed in the same manner as the foreclosure of real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice to any mortgage or other lien holder of the proposed action to be taken and to give ten (10) days in which to allow owner to show cause, if any he can, why the Architectural Committee should not take action under this paragraph.

7.4 No vehicle shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days the same may be removed and stored at the expense of the owner. No property owner of his

invitee, licensee, or guest shall park any vehicle on any street in this subdivision except on a temporary basis. Said vehicles should be parked in garages, carports or the driveway area. All motor vehicles belonging to property owners in this subdivision shall maintain a current license tag and a current inspection sticker.

7.5 In the event a lot is enlarged as provided for in these restrictions, the 5 foot easement for drainage and utilities along all side lines and 10 foot easement along rear lines as called for on the recorded plat shall be moved to the new side line or rear line of the enlarged lot in place of the original lines.

7.6 The 5 foot easement along all side liens and 10 foot easement along rear lot lines referred to above is specifically reserved by developer together with such other easement as may appear on the recorded plat. The reservation of said easement shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes or do such other things as may be reasonably necessary and required to provide for necessary drainage. Developer shall have the right to perform said work but shall not be required to do so. Developer may assign said rights to other interested parties.

7.7 No satellite dishes (receiving television and similar signals) shall be allowed on any lot or property in this subdivision. However, should in the future the size of satellite dishes be reduced to such an extent that they are inconspicuous, the architectural committee shall have the right to modify this prohibition subject to such terms and condition as said committee may prescribe.

## VIII.

### RECREATIONAL AREA

8.1 Developer agrees at its expense to build a swimming pool, bath house, two or three tennis courts (reserving space for a possible additional tennis court) in an area adjoining the subdivision property as shown on a separate plat to be recorded in the RMC Office for Greenville County. After said improvements have been completed, Developer will convey said

recreational area to Silverleaf Homeowners Association, Inc. by general warranty deed free of liens, as soon as is reasonably convenient. The use of said area shall be subject to the within restrictive covenants, Charter and By-Laws of the Association and rules and regulations promulgated from time by the Board of Directors of the Association. Said Board may also restrict and / or suspend members of the Association from using said area if said members are delinquent in the payments of there assessment or regime fees or otherwise violate rules and regulations of the Association.

8.2 No one shall be permitted to the use of the recreational area except owners of numbered lots in each phase of Silverleaf Subdivision and their guest and invitees subject to all restrictions, by-laws and regulations referred to above. Said parties shall use said area at their own risk.

8.3 No business or trade of any kind shall be operated on or near said recreational area. No nuisances or loud boisterous conduct shall be permitted.

8.4 No additional improvements may be erected on the area except that approved by the Architectural Committee in accordance with its requirements.

8.5 The Association shall operate and maintain the recreational area in good and safe conditions at all times. Adequate insurance shall be reviewed not less frequently than every three (3) years.

IN WITNESS WHEREOF, the undersigned owner does hereby set its hand and seal to these restrictive covenants this the 29<sup>th</sup> day of August, 1983.

AMERICAN SERVICE CORPORATION

BY:

\_\_\_\_\_  
\_\_\_\_\_  
IN THE PRESENCE OF:



hereby amend the Restrictive Covenants affecting Silverleaf Subdivision, Section 1A as follows:

1. Article V (Maintenance Charges/Homeowner's Association) is hereby amended by adding the following Paragraphs 5.11 and 5:12:

5.11 American Service Corporation as Owner/Developer agrees to subsidize the cost and expenses necessary to maintain the common areas and recreational facilities until the same are transferred and turned to Silverleaf Homeowners Association, Inc. Control of said Association shall remain in Owner/Developer until 150 lots in Silverleaf Subdivision have been sold and closed out. When this occurs Owner/Developer, within ninety (90) days thereafter, agrees to call a meeting of owners in accordance with the By-Laws and turn over control of said Association to said lot owners in Silverleaf Subdivision in accordance with the terms of the Association's Charter and By-Laws.

5.12 The yearly assessment which initially shall be \$175.00 per year shall not be charged to lot owners prior to May 1, 1984. Owner/Developer agrees to notify owners of lots at their last known address of the time when said maintenance charges shall begin.

2. Article VIII (Recreational Area) is hereby amended by adding the following Paragraph 8.6:

8.6 Owner/Developer reserves the right to sell outside memberships to individuals and families located outside of Silverleaf Subdivision at such cost as Owner/Developer deems reasonable until such time as 150 lots in Silverleaf Subdivision have been sold. After deducting all necessary cost or expenses, all net proceeds derived from the sale of said outside memberships shall be used by the Association for the purpose of paying cost and expenses of the common area recreational facilities. Third parties outside memberships shall only receive a right to use the recreational facilities. Said right to use shall not be longer than from year to year. Outside members shall have no ownership interest in the Association, common area or recreational facilities and shall not be entitled to attend meetings or to vote.



COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named \_\_\_\_\_  
Sign, seal and as \_\_\_\_\_ act and deed deliver the within First Amendment to Restrictive Covenants of Silverleaf Subdivision and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this 7<sup>th</sup>

day of October, 1983.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
\_\_\_\_\_) )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named  
Sign, seal and as \_\_\_\_\_ act and deed deliver the within First Amendment to Restrictive Covenants of Silverleaf Subdivision and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 7<sup>th</sup>  
\_\_\_\_\_  
day of October, 1983.

(SEAL)

Notary Public for South Carolina

My Commission Expires:

WHEREAS, American Service Corporation (“Owner/Developer”) filed Restrictive Covenants affecting Silverleaf Subdivision, Section IA dated August 29, 1983 being recorded in the RMC Office for Greenville County in Deed Book 1195 at Page 213, reference to which is hereby craved; and

WHEREAS, Owner/Developer amended said Restrictive Covenants by Amendment dated October 7, 1983 being recorded in said Office in Deed Book 1199 at Page 295, reference to which is hereby craved; and

WHEREAS, Owner/Developer is in the process of developing an additional phase of Silverleaf Subdivision to be known as Section IB and desires to subject said section to the Restrictive Covenants affecting Silverleaf Subdivision, as amended.

NOW, THEREFORE, KNOW ALL MEN BY THES PRESENTS that the undersigned Owner/Developer, being the owner of all lots in Silverleaf Subdivision, Section IB (Lots 88 through 102 and Lots 105 through 116) as shown on plat thereof entitled “Silverleaf Subdivision, Section IB” prepared by Dalton S. Neves, Engineers, dated November 1983, being recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 59 does hereby restrict said property as follows:

1. The Restrictive Covenants affecting Silverleaf Subdivision, Section 1A, as shown on plat thereof recorded in Plat Book 9-F at Page 61 which restrictions are recorded in the RMC Office for Greenville County in Deed Book 1195 at Page 2.3 as amended in Deed Book 1199 at Page 295 are hereby imposed on the numbered lots of Silverleaf Subdivision, Section IB as shown on plat recorded in Plat Book 9-W at Page 59 which lots are numbers 88 through 102 and lots 105 through 116, together with access ways and common areas, if any. Reference to said Restrictive Covenants as amended are hereby craved and are adopted in full as if set out herein verbatim.

2. Said Restrictive Covenants shall be binding on all parties and all persons claiming under the first day of May 2013, at which time such covenants shall be automatically extended for

successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots it agreed to change or abrogate said covenants in whole or in part. Each lot shall be entitled to one vote and only one vote, irrespective of ownership.

3. If the undersigned, its successors or assigns, any lot owner in said subdivision or anyone else shall violate or attempt to violate any of the covenants herein contained (reference to which is hereby craved), it shall be lawful for any other person or persons owning any lot situated 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 doing or to recover damages or dues for such violation.

4. Invalidation of any of these restrictive covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

5. It is specifically understood that all lot owners in Silverleaf Subdivision, Section IB shall automatically become members of the Silverleaf Homeowners Association and have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities. All members of the Association shall be subject to the terms and conditions of applicable restrictive covenants, charter and bylaws of the Association and reasonable rules and regulations promulgated by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned Owner/Developer being the owner of all lots in Silverleaf Subdivision, Section IB, hereby sets its hand and seal by its duly authorized officer to these Restrictive Covenants this is the 26 day of April 1984.

\_\_\_\_\_

AMERICAN SERVICE CORPORATION

BY:

\_\_\_\_\_

In the presence of:

OWNER/DEVELOPER

PERSONALLY APPEARED ~~the undersigned witness and made oath~~ that (s)he saw the within named AMERICAN SERVICE CORPORATION by its duly authorized officer, as its act and deed deliver the within Restrictive Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

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Sworn to before me this the  
26 day of April, 1984.

Notary Public for South Carolina  
My commission expires: 7-12-89

OF  
SILVERLEAF HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.  
NAME AND LOCATION

Section 1. The names of the corporation is SILVERLEAF HOMEOWNERS ASSOCIATION INC., hereinafter referred to as the “Association”. The principal office of the corporation shall be located at American Service Corporation, c/o American Federal Savings Bank, P.O. Box 1268, Greenville, South Carolina 29602, but meetings of members and directors may be held at such places within the State of South Carolina, County of Greenville, as may be designated by the Board of Directors.

ARTICLE II.  
DEFINITIONS

Section 1: “Association” shall mean and refer to SILVERLEAF HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2: “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4: “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: “Declarant” shall mean and refer to AMERICAN SERVICE CORPORATION, and its successors and assigns.

Section 7: “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of the Mesne Conveyance of Greenville County, South Carolina. The terms and conditions of said Declaration are incorporated herein by reference thereto.

Section 8: “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article IV of these By-Laws.

### ARTICLE III.

#### PURPOSE AND POWERS OF THE ASSOCIATION

Section 1: This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property in Greenville County, S.C., and having such courses and distance as shown in the deed to American Service Corporation conveying the Silverleaf Subdivision property as more fully appears in deed thereof being recorded in the RMC Office for Greenville County, S.C., reference to which is hereby craved.

The Association shall promote the health, safety and welfare of the residents within the above-described Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article XVII herein, and for this purpose;

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the “Declaration”, applicable to the property and recorded or to be recorded in the Office of the Register of Mesne Conveyance of Greenville County,

South Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3rds) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale or transfer;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the members; and

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of South Carolina by law may now or hereafter have or exercise .

#### ARTICLE IV.

## MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment.

Section 2. Property Rights. Each member shall be entitled to the use of the enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and the facilities to members of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent of those of the member.

Section 3. Suspension of Rights. The voting rights of a member or any person to whom he has delegated his voting rights may be suspended by the Association for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulation.

## ARTICLE V.

### VOTING RIGHTS

Section 1. The Association shall have one class of voting membership. This class shall be composed of all owners including Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercise as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. If additional property or phases are annexed the total votes shall include the annexed property.

## ARTICLE VI.

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent

regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. or some other suitable hour, unless a majority of the members vote to change the date of subsequent regular annual membership meetings. If the day for the annual meeting of the members is legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ( $1/4^{\text{th}}$ ) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than forty-five (45) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meetings. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. At a membership meeting, the presence of members or of proxies entitled to cast sixty (60%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half ( $1/2$ ) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meetings. In the event that two-thirds ( $2/3$ rd) of the membership are not present in person or by proxy (if there is a vote requiring a two-thirds ( $2/3$ rd) majority) members not present may give their written assent to the actions taken thereat.

Section 5. Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary by the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE VII.

### BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. Until the first annual meeting is held the initial Board of Directors shall be Dee A. Smith, C. Robert Maxwell and Charles M. Werner, Jr. or successor officer designated by American Service Corporation. Association may increase the Board up to seven (7) members by a majority vote. If the number of Board members are increased, other applicable By-Laws shall be amended to be consistent therewith.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect a Director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VIII.

### NOMINATION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE IX.

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at

the same time on the next day which is not a legal holiday, provided, however, if the Board shall agree to meet on such legal holiday, any action taken by it shall be valid and binding.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days of notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meetings at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE X.

### POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) day for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot subject to assessment at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) subject to the terms of the Declaration, cause the exterior of the dwellings to be maintained.

## ARTICLE XI.

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors. The Directors shall also elect a secretary-treasurer, who may be the same person. The secretary-treasurer shall not be required to be a member of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The initial officers may be appointed by the initial officers may be appointed by the initial Directors for the term prior to the first annual meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE XII.

### INDEMNIFICATIONS

Section 1. The Association shall indemnify and Director or Officer or former Director or Officer of the Association against expenses actually and necessarily by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

## ARTICLE XIII.

### COMMITTEES

Section 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XIV.

### BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the

Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

#### ARTICLE XV.

#### ASSESSMENTS

Section 1. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments for each lot subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum unless the Board of Directors vote to reduce said interest rate, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

#### ARTICLE XVI.

#### LIABILITIES

Section 1. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one (1) time shall not exceed \$150,000.00 while owner/developer has control of the Association, and thereafter shall not exceed one hundred fifty (150%) percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3rds) of the membership.

#### ARTICLE XVII.

#### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time annex additional residential properties and common areas to the properties described in Article III and so add to its membership under the provisions of Article IV, provided that any such annexation shall have the assent of two-thirds (2/3rds) of the entire membership.

#### ARTICLE XVIII.

##### MERGERS AND CONSOLIDATIONS

Section 1. To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3rds) of the entire Membership.

#### ARTICLE XIX.

##### AUTHORITY TO MORTGAGE

Section 1. Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3rds) of the entire membership.

#### ARTICLE XX.

##### AUTHORITY TO DEDICATE

Section 1. The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3rds) of the votes of the entire membership.

#### ARTICLE XXI.

##### DISSOLUTION

Section 1. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall

be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such as assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE XXII.

### DURATION

Section 1. The corporation shall exist perpetually.

## ARTICLE XXIII.

### RIGHTS OF FIRST MORTGAGEES

Section 1. Notification of Default by Mortgagor. The holder of any Mortgage or Deed of Trust, under which the interest of any owner is encumbered and which Mortgage or Deed of Trust has first and paramount priority subject only to the lien of general or ad valorem taxes and assessments (First Mortgages), on any lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the Mortgagor of such lot in the performance of such Mortgagor's obligations under these Articles when such default is not cured within thirty (30) days from its occurrence.

Section 2. Assent of First Mortgages to Certain Actions by the Association. The following actions or non-actions by the Association shall require the assent in writing of at least seventy-five (75%) percent of the First Mortgages (based upon one (1) vote for each first lien deed of trust) which assent shall not be arbitrarily withheld:

(a) Abandonment, partition, subdivision, encumbrance, sale or transfer of real estate or improvements thereon, which is owned by the Association for the benefit of the lots. Provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meeting of this subparagraph.

(b) Alternation or amendment of the method of determining the obligations, assessments, dues or other charges which may be levied against an owner.

(c) Waiver or abandonment or any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of any building, fence, wall or other structure upon the properties, the exterior maintenance of lots, the maintenance of party walls or common fences and driveways within the Properties, or the unkeep in lawns and plantings within the Properties.

(d) Use of hazard insurance proceeds for losses to improvements located on Association property for other than the repair, replacement or reconstruction of such improvements.

In the event a First Mortgagee fails to respond to a written request for assent within thirty (30) days after such request has been submitted to it by the Association, written assent will not be required by said First Mortgagee and said First Mortgagee shall be deemed to have given its assent in compliance with this Section.

Section 3. Taxes and Insurance. Any First Mortgagee of a lot acting alone or with other First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any property owned by the Association and may pay overdue premiums on hazard insurance policies on property owned by the Association or secure renewal of such hazard insurance coverage upon the lapse of a policy for such property, and First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

#### ARTICLE XXIV.

#### FHA/VA APPROVAL

Section 1. As long as Declarant has a controlling vote, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XXV.

CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the word:

SILVERLEAF HOMEOWNERS ASSOCIATION, INC.,  
GREENVILLE COUNTY, SOUTH CAROLINA.

ARTICLE XXVI.

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while Declarant has a controlling vote.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Article shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XXVII.

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SILVERLEAF HOMEOWNERS ASSOCIATION, INC., a South Carolina corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 4<sup>th</sup> day of May, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal  
of said Association, this 5 day of June, 1984.

---

WITNESS

SECRETARY

Personally appeared before me \_\_\_\_\_ who first being duly  
sworn, states that he is secretary of SILVERLEAF HOMEOWNERS ASSOCIATION, INC.,  
and that the above constitutes the true and correct By-Laws of the Association.

SECRETARY

SWORN to before me this

5 day of June, 1984.

(SEAL)

Notary Public for South Carolina

My Commission Expires:

**AMENDMENT TO THE BY-LAWS**

**OF**

**SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I. (NAME AND LOCATION) is amended to read as follows:

Section 1. The name of the corporation is SILVERLEAF HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Silverleaf Homeowners Association, Inc., P.O. Box 25486, Greenville, SC 29616-0486, but meetings of members and directors may be held at such places within the State of South Carolina, County of Greenville, as may be designated by the Board of Directors.

ARTICLE XI. (OFFICERS AND THEIR DUTIES) is amended to read as follows:

Section 8. Duties.

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks over one thousand (\$1,000) dollars and promissory notes.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SILVERLEAF HOMEOWNERS ASSOCIATION, INC., a South Carolina corporation, and

THAT the foregoing By-Laws constitute the amendment to the original By-Laws of said Association as duly adopted at a meeting of the members of the Association thereof, held on the 15<sup>th</sup> day of October, 1990.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 5 day of Dec., 1990.

WITNESS

SECRETARY

**AMENDMENT TO THE BY-LAWS**

**OF**

**SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**

ARTICLE VI. (MEETING OF MEMBERS) is amended to read as follows:

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the last Sunday in September thereafter, at the hour of 7:00 o'clock P.M. or some suitable hour, unless a majority of the members vote to change the date of subsequent regular annual membership meetings. If the day for the annual meeting of

the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Quorum. At a membership meeting, the presence of members or of proxies entitled to cast one (1) more than fifty (50%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3rds) of the membership are not present in person or by proxy (if there is a vote requiring a two-thirds (2/3rds) majority) members not present may give their written assent to the actions taken thereat.

### CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SILVERLEAF HOMEOWNERS ASSOCIATION, INC., a South Carolina corporation, and

THAT the foregoing By-Laws constitute the amendment to the original By-Laws of said Association as duly adopted at a meeting of the members of the Association thereof, held on the 30<sup>th</sup> day of September, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 12th day of Nov., 1991.

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WITNESS

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SECRETARY

### AMENDMENT TO THE BYLAWS

OF

SILVERLEAF HOMEOWNERS ASSOCIATION, INC.

ARTICLE VII., SECTION 5. ACTION TAKEN WITHOUT A MEEING is amended to read as follows:

The directors shall have the right to take any action, that has been previously discussed at a board meeting, in the absence of a meeting, which they could take at a meeting, by obtaining written response from each director which results in a majority vote, as would be required at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SILVERLEAF HOMEOWNERS ASSOCIATION, INC., a South Carolina corporation, and

THAT the foregoing bylaws constitute the amendment to the original bylaws of said Association as duly adopted at a meeting of the members of the Association thereof, held on the 27<sup>th</sup> day of September, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 7th day of October, 1992.

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WITNESS

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SECRETARY