

FILED
GREENVILLE

Vol. 1105-213

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RESTRICTIVE COVENANTS
SILVERLEAF SUBDIVISION, SECTION IA
PLAT BOOK 9-F A1 PAGE 61

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 parties and all persons claiming under them until the 1st 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.

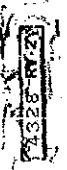
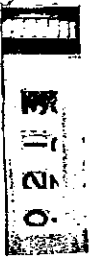
PURPOSE OF RESTRICTIVE COVENANTS

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 the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of

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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.

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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 provided 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 Garbage 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,

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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 or portions 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

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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
Residence other than above	As determined by Architectural Committee but not less than 1,600 square feet

IV.

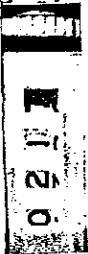
ARCHITECTURAL COMMITTEE

4.1 The Architectural Committee shall be composed of:

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

4.2 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 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 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.

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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 1st 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 1st, 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

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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 expenses 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

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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.

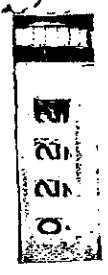
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5.9 In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage. The association may elect to sue for judgment rather than 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 per 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 judgment. 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 charge 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.

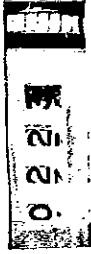
VII.

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 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



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(30) days or longer, within 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 be 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 mortgagee 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 vehicles 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 or 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 lines and 10 foot easement along rear lot lines referred to above is specifically reserved by developer together with such other easements as may appear on the recorded plat. The reservation of said easements 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 conditions 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 EMC 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 to 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 their 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.

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8.3 No business or trade of any kind shall be operated on or near said recreational area. No nuisances or loud or 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 condition at all times. Adequate insurance shall be required and 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 29th day of August, 1983.

AMERICAN SERVICE CORPORATION

IN THE PRESENCE OF:

BY: (M. Williams)

Bernie H. Williams
Emily S. Rogers

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

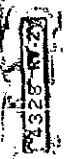
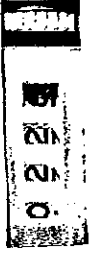
PERSOALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named American Service Corporation by its duly authorized officers, sign, seal and as its act and deed deliver the within restrictive covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

Bernie H. Williams

SWORN to before me this 29th
day of August, 1983.

Emily S. Rogers (SEAL)
Notary Public for South Carolina

My Commission Expires: 4/1/91



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GREENVILLE COUNTY, SOUTH CAROLINA
OCT 26 4 30 PM '83
J. GUNNE S. TARRANT
R.M.C. SILVERLEAF

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) AMENDMENTS TO
RESTRICTIVE COVENANTS
SILVERLEAF SUBDIVISION, SECTION 1A
PLAT BOOK 9-F AT PAGE 61

WHEREAS, American Service Corporation ("Owner/Developer")
filed Restrictive Covenants against Silverleaf Subdivision,
Section 1A, which covenants are dated the 29th day of
August, 1983 and are recorded in the RMC Office for
Greenville County in Deed Book 1195 at Page 213, reference
to which is hereby craved, and

WHEREAS, American Service Corporation desires to amend said
Restrictive Covenants and owners of any lots sold in said
subdivision hereby join in the execution of the within covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS the
undersigned, being the owners of all lots in Silverleaf
Subdivision, Section 1A, Plat Book 9-F at Page 61, do 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 over 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.

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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 and recreational facilities. Third parties purchasing 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.

3. Except as amended herein the Restrictive Covenants against Silverleaf Subdivision are hereby ratified, republished and approved.

IN WITNESS WHEREOF, the undersigned being all of the owners of all lots in Silverleaf Subdivision hereby set their hands and seals to this First Amendment to the Restrictive Covenants this the 1st day of OCTOBER, 1983.

IN THE PRESENCE OF:

[Signature]
Anna M. Knox

[Signature]
Anna M. Knox

[Signature]
Anna M. Knox

AMERICAN SERVICE CORPORATION

BY: [Signature]
"OWNER/DEVELOPER"

[Signature]
Barbara P. Brock
Owner(s) of Lot 6

[Signature]
Owner(s) of Lot 87

Anna M. Knox
(M. Weimer)

George C. Brock
Barbara P. Brock
Owner(s) of Lot 6
Kati Brooks
Thomas E. Brooks
owner(s) of lot 89
PROBATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named American Service Corporation by its duly authorized officers, sign, seal and as its 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.

(M. Weimer)

SWORN to before me this 7th
day of October, 1983.

Anna M. Knox (SEAL)
Notary Public for South Carolina

My Commission Expires: 7-23-91

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 George C. Brock, Barbara P. Brock and Carol Herman sign, seal and as THEIR 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.

(M. Weimer)

SWORN to before me this 7th
day of October, 1983.

Anna M. Knox (SEAL)
Notary Public for South Carolina

My Commission Expires: 7-23-91



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE VOL 1199 PAGE 298

PERSONALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named Kathy Brooks and Thomas E. Brooks sign, seal and as their 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.

[Signature]

SWORN to before me this 7th

day of October, 1983.

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 7-23-91

RECORDED OCT 26 1983 at 4:33 P.M.

13673

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) RESTRICTIVE COVENANTS FOR
) SILVERLEAF SUBDIVISION SECTION IB
) PLAT BOOK 9-W PAGE 59

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 THESE 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 & 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 IA, 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 213 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 them until 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 is 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 the 26 day of April 1984.

AMERICAN SERVICE CORPORATION

By: *Chas. W. Warner, Jr.*
Its: *Vice President*

"OWNER/DEVELOPER"

In the presence of:

Bill B. Boyer
Anna M. Knox

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

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.

Anna M. Knox

Sworn to before me this the

26 day of April, 1984.

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

RECORDED APR 26 1984 at 3:33 P.M

33511



Timothy J. Hanney

STATE OF SOUTH CAROLINA) AMENDMENT OF RESTRICTIVE
) COVENANTS FOR SILVERLEAF SUBDIVISION
 COUNTY OF GREENVILLE) RECORDED IN BOOK 1195 AT PAGE 213

This First Amendment of the Restrictive Covenants for Silverleaf Subdivision (hereinafter "Amendment") is entered into to be effective as of the 31 day of July, 2018, by SILVERLEAF HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WIHEREAS, the Restrictive Covenants for Silverleaf Subdivision, Section 1A, Plat Book 9-F at Page 61, recorded on August 29, 1983, in Deed Book 1195 at Page 213, in the Register of Deeds Office for Greenville County (the "ROD") (the "Covenants"), made certain properties in Greenville County, South Carolina subject to the Covenants; and

WHEREAS, the Covenants were Amended by the Amendments to Restrictive Covenants for Silverleaf Subdivision, 1A, Plat Book 9-F at Page 61, recorded on October 26, 1983, in Deed Book 1199 at Page 295 in the Register of Deeds Office for Greenville County (the "ROD"); and

WHEREAS, the Restrictive Covenants for Silverleaf Subdivision were binding on all persons and lot owners until the 1st day of May 2013, at which time said covenants could be changed by a majority of the owners of the lots.

WHEREAS, the Silverleaf Homeowners Association, at the annual meeting of the members with a quorum present, held September 24, 2017, duly adopted, by a majority vote of the homeowners, to amend or change the original restrictive covenants.

NOW, THEREFORE, the Restrictive Covenants for Silverleaf Subdivision are hereby amended as follows:

ARTICLE II

2.3 No house trailer or mobile home shall be placed on any lot either temporarily or permanently. Long term storage and/or parking of boats, trailers, and RV's are typically not allowed unless stored in a garage with the door closed. 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.

ARTICLE III

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. New fences shall be no higher than six feet, although four feet is preferable. Existing fences and replacement of existing fences are grandfathered at their current 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. Wood fences should be of pressure treated wood

and built with the smooth side facing toward the outer boundary of the property. New fences should be located three to six inches inside the property line, at a minimum.

ARTICLE IV

4.6 Application for approval as required herein shall be made to the Architectural Committee. Architectural Request forms may be obtained online and shall be mailed to Silverleaf Homeowners Association, 2434 Hudson Road, PO Box 124, Greer, SC 29650 or submitted to any Architectural Committee member. 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.

4.9 The By-Laws and Restrictive Covenants of the Silverleaf Homeowners Association, Inc. vest the Association, through the Architectural Committee and Board of Directors, with the obligation and responsibility to enforce the Restrictive Covenants.

4.10 The Board shall be permitted (but not required) 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 for such violation.

ARTICLE V

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, bath house, entrances, fields, etc.

(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.

(i) For caring for untended homeowner property 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. In the event the Association exercises this right, the property owner may be assessed a special maintenance charge for this yard maintenance service at a cost not to exceed 125% of the actual direct costs. The special maintenance charge shall constitute a lien and encumbrance upon the land as provided for in Article V, section 5.8 of the Restrictive Covenants. 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.

ARTICLE VI

6.3 Additional phases of the Silverleaf Subdivision have been developed and additional Restrictive Covenants, Amendments, Plats are recorded in the Greenville County Register of Deeds Office in Deed Book 1189 at Page 295; Deed Book 1211 at Page 250; Deed Book 1256 at Page 935; Deed Book 1257 at Page 818; Deed Book 1297 at Page 389; Deed Book 1307 at Page 494; Deed Book 1331 at Page 464; and Plat Book 9-W at Page 59; Plat Book 10-W at Page 40; Plat Book 12-B at Page 11; Plat Book 13-H at Page 91; Plat Book 14-O at Page 98; and Plat Book 15-G at Page 26.

ARTICLE VII

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, unless inspection stickers are no longer required.

7.6 The 5 foot easement along all side lines 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 such 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 and the safety of others. Developer or Association shall have the right to perform said work but shall not be required to do so. Developer or Association may assign said rights to other interested parties.

(a) The Association shall have the right to remove dead trees and limbs that border the common areas if there is concern for the safety of others and the homeowner is either unwilling or unable to remove the dead wood. Efforts will be made to have the homeowner eliminate this hazard. In the event the Association exercises the right to remove this dead wood, the homeowner may be assessed a special maintenance charge for this service at a cost not to exceed 125% of the actual direct costs. The special maintenance charge shall constitute a lien and encumbrance upon the land as provided for in Article V, Section 5.8 of the Restrictive Covenants. 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.

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 conditions as said committee may recommend.

7.8 All mailboxes shall be regularly painted and maintained to Silverleaf and US Postal Service standards.

7.9 All structures, including house and landscape features, shall be kept in good repair.

7.10 No common areas shall be used for refuse or mulch piles.

7.11 Adding landscape features such as gazeboes, pergolas, playhouses, tree houses, gardening sheds, play gyms, and swing sets, or other structures, shall be placed in back yards. Additionally, they should be placed so as to have minimal impact on views from neighboring houses, and not interfere with common easements.

ARTICLE IX

9.1 Homeowner should submit the Architectural Request Form per Section 4.6.

9.2 The Architectural Committee will approve, conditionally approve, or deny the submitted Architectural Request Form per Sections 4.3, 4.4, 4.5, 4.7 and 7.3. The Committee may request a site visit.

9.3 Any decision of the Architectural Committee may be appealed to the Board of Directors, Silverleaf Homeowners Association.

ARTICLE X

10.1 There is nothing in these documents that prevents homeowners, neighbors, Board, and Architectural Committee members from freely discussing the By-Laws or Restrictive covenants language and interpretations. It is preferable that an amicable settlement between the Association and the homeowner can be achieved.

10.2 In the event that no verbal agreement between the homeowner and Association can be achieved, the Board will condense the violation into writing and notify the homeowner as follows:

(a) First Letter of Notification: Shall state the Article and Section of the Restrictive Covenants being violated with a request to correct the violation and a deadline no longer than 30 days to correct.

(b) Second Letter of Notification: After 30 days of continued violation without the homeowner's effort to correct, a second Letter of Notification shall be sent by registered mail, stating the violation, a description of the penalties associated with continued violation, an offer by the Association to correct the violation, and date upon which penalties shall take effect.

10.3 The homeowner's continued violation of the Restrictive Covenants will result in the Association:

(1) Denial of the use of neighborhood facilities per Section 8.1

(2) The Association may, at its discretion and option, correct the violation. Any costs incurred by the Association to correct the violation may be charged to the homeowner at a cost not to exceed 125% of the direct costs. The enforcement cost incurred by the Association to correct the violation shall constitute a lien and encumbrance upon the land as provided for in Article V, Section 5.8 of the Restrictive Covenants. 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.

ARTICLE XI

11.1 The following steps must be followed to appeal a decision of the Association:

(a) The homeowner sends a written appeal to the President of the Board within 30-days of issuance of the first Notification Letter. The Board President will notify Board

members and the Chair of the Architectural Committee. The Chair of the Architectural Committee notifies the members of the Architectural Committee.

(b) A mutually agreeable Board meeting date and time shall be set between the homeowner and the Association to review the appeal within fourteen (14) days of submission. In no event should this meeting be delayed by either party beyond thirty (30) days.

(c) The appealing homeowner will prepare a presentation and may bring others to attend this meeting. A discussion will follow the presentation.

(d) A verbal ballot of the Board members will follow the discussion. The finding of the Board is communicated to the appealing homeowner and recorded in the meeting minutes.

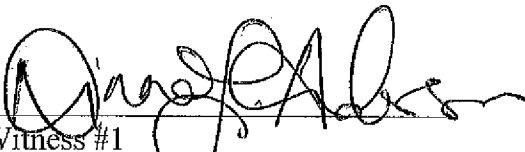
(e) If the homeowner's Appeal is denied, then the homeowner is obligated to correct the violation, allow the Association to correct the violation, pay the 125% of the direct cost or seek legal counsel and other remedies available in a court of law at the homeowner's expense.

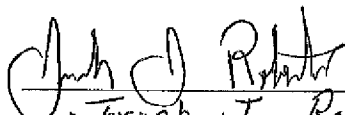
ARTICLE XII

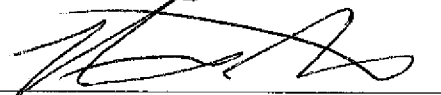
12.1 These Restrictive Covenants may be amended or repealed in-part or in whole at a regular or special meeting of the members, by a majority vote, in person or by proxy, of the property owners in all phases of the Silverleaf Subdivision.

Signed, Sealed and Delivered
In the Presence Of:

SILVERLEAF HOMEOWNERS'
ASSOCIATION, INC.


Witness #1

By: 
Joseph J Roberts
(Print Name)
President, Silverleaf HOA
(Title)



Witness #2/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, A Notary Public for South Carolina, do hereby certify that the above named, Joseph Roberts, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 31 day of July, 2018.



Notary Public for South Carolina
My Commission Expires: 2/13/25

