

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON) RESIDENTIAL
) PROTECTIVE COVENANTS,
) RESTRICTIONS & RESERVATIONS
) OF EASEMENTS

WHEREAS, the undersigned is the owner and developer of a tract of land situate in the County of Anderson, State of South Carolina, described as follows:

ALL THOSE CERTAIN LOTS OF LAND IN THE COUNTY OF ANDERSON, STATE OF SOUTH CAROLINA, BEING SHOWN ON A PLAT ENTITLED "FINAL PLAT FOR SILVERLEAF, PHASE I", MADE BY ROBERT R. SPEARMAN, REG. SURVEYOR #3615, DATED JULY 10, 1991, OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR ANDERSON COUNTY, SC IN SLIDE 209 AT PAGE 9.

WHEREAS, the undersigned deems it necessary, advisable and for the benefit of the future owners of said lots that certain restrictions be imposed and easements be reserved in order to implement a general plan of development of the property as a residential subdivision.

NOW, THEREFORE, the undersigned does hereby declare that the covenants, restrictions and reservation of easements hereinafter set forth shall be appurtenant to and run with the land and will be binding upon the undersigned, its successors and assigns in title to said real property to all or any portion of the above described property.

1. DESCRIPTION OF PROPERTY SUBJECT TO THESE COVENANTS, RESTRICTIONS and RESERVATION OF EASEMENTS: The real property subject to the provisions of this instrument are described as follows:

ALL THOSE CERTAIN LOTS OF LAND IN THE COUNTY OF ANDERSON, STATE OF SOUTH CAROLINA, BEING SHOWN ON A PLAT ENTITLED "FINAL PLAT FOR SILVERLEAF, PHASE I", MADE BY ROBERT R. SPEARMAN, REG. SURVEYOR #3615, DATED JULY 10, 1991, OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR ANDERSON COUNTY, SC IN SLIDE 209 AT PAGE 9.

2. USE: No lot may be used for any purpose other than residential and no commercial activity may be conducted on such

lot at any time except as stated in item 12 below.

3. BUILDING RESTRICTIONS:

(a) No structures or other improvements may be placed on any lot other than a single family residence, not to exceed 2-1/2 stories in height, garage for not more than 2 private passenger automobiles, storage buildings and below ground swimming pool.

(b) Each residence must contain a minimum of 1100 square feet of heated space.

(c) No part of any residence shall be located nearer than 23 feet to the front lot line. Any detached garage, storage shed, swimming pool or other improvement (which does not include a fence) must be located no nearer than 60 feet to the front lot line. No improvements may be located any nearer than 10 feet to any side lot line and no nearer than 10 feet to the rear lot line. Provided, however, that the architectural committee may at its discretion amend the minimum set back lines as to any lot which has a configuration that would not readily accept application of these requirements.

(d) No structure or other improvement may be constructed until the plans and specifications showing the location of landscaping, driveways, walls and fences have been approved in writing by a majority of the members of the architectural committee as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

The architectural committee will give its approval or disapproval within 21 days of receipt of the plans and specifications. In the event the architectural committee fails to give such written notice within said 21 day period, the plans and specifications will be deemed approved. To protect subsequent purchasers, mortgagees and others dealing with the property, if more than 90 days have passed since the construction was commenced and no action has been commenced in the Court of Common Pleas for Anderson County to enjoin further construction then it will be deemed that approval under this subparagraph (d) was given.

The architectural committee is hereby given the

authority to grant variances from the provisions of this instrument and to change lot lines increasing the size of any lot if, in the sole discretion of a majority of such members it is deemed in the best interest of the development and that such variances will not cause substantial injury to any other lot owner. Provided, however, the minimum set back distance from the front lot line may not be varied more than 5 feet.

4. **ARCHITECTURAL COMMITTEE:** The names and addresses of the architectural committee as initially composed are of R. D. Garrett, 1809 Wade Hampton Boulevard, Greenville, S. C., and W. E. Rumminger, 1809 Wade Hampton Boulevard.

The number of members may be increased to no more than five. Selection of new members or replacement of members who are unable or unwilling to serve will be made by a majority of the members of the committee except that if the number drops below 3 then R. D. Garrett, or if he is no longer serving, then the committee member who has served the longest will have the sole right to make such new appointments. Anyone dealing with the architectural committee or any matter pertaining to any action taken by the committee or any successor name in an amendment to this instrument signed by R. D. Garrett or a majority of the architectural committee and recorded in the Office of the Clerk of Court for Anderson County, S. C. will have the right to rely on any written statement of R. D. Garrett.

5. **HOMEOWNERS ASSOCIATION:** All lot owners are required to be members of the SILVERLEAF SUBDIVISION HOMEOWNERS ASSOCIATION and to pay such dues and assessments and to comply with such rules and regulations as such organization may from time to time require.

6. **SUBDIVISION OF LOTS:** No lot shall be subdivided, or its boundary lines changed except with the written consent of the Developer, which hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more lots shown on the plat of said subdivision in order to create a building lot or site each of which are larger in size than any one of the lots so subdivided or replatted.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as mobile homes, house trailers, preconstructed buildings of any type (including mobile homes with wheels

removed), campers, basements, tents, shacks, garage, barn or other outbuildings, shall be used or left on any lot at any time as a residence either temporarily or permanently, nor shall it be permissible to stock pile any form of construction materials or any other substance or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. Exception is made to this paragraph for the developer to have the right to use any temporary units as needed during construction.

8. **NUISANCES:** No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, things, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

9. **FENCING:** (a) No fencing shall be used to enclose any front yard. No fencing shall be used to enclose any rear or side yard, except as approved by Architectural Committee.

(b) No shrubbery, plants or trees shall be constructed or permitted to grow to such a height or width as will obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot. The Developer reserves the right and easement to remove at the Owners expense any obstruction caused by the above which may create a hazardous or unsafe condition to travelers or residents of the subdivision.

10. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign not more than five feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during construction and sales period of said house.

11. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved along and over five feet of each side and rear lot line.

12. **DEVELOPER'S OFFICE:** Nothing contained in these restrictions will prevent Gulf Atlantic Properties, Inc. or its successors or assigns from constructing or locating on any lot a temporary or permanent office for sales and marketing purpose.

13. **BIRD SANCTUARY:** The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

14. **PETS AND ANIMALS:** No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept (not more than two of each) as pets for the pleasure of the occupants and must be kept on the lot on which the pet's owner resides and must not be allowed to run loose. NO LIVESTOCK, CATTLE, SWINE, SHEEP, GOATS or other such animals of similar breed shall be permitted to be kept on any residential lot. Likewise no chickens, domestic ducks, geese or other such fowls shall be permitted or kept on any residential lot.

15. **PARKING:** Provisions must be made by the property owners for off street parking of all cars as the parking of such cars on street right of way for long periods of time during the day and night will not be permitted.

16. **NOXIOUS ACTIVITY:** 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 except as stated in item 12 above.

17. **CAMPING EQUIPMENT:** Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.

18. **FUEL OIL TANKS OR CONTAINERS:** All fuel oil tanks or containers shall be covered or buried underground consistent with

