

BOF 1344 PAGE 284

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

DECLARATIONS OF COVENANTS  
AND RESTRICTIONS FOR  
NOW 15 SILVER RIDGE

JOHNNIE S. TANKERSLEY

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this \_\_\_\_\_ day of October, 1988, by the undersigned, (herein referred to as "Owner") of Greenville County, South Carolina, applicable to all of the numbered lots shown on plat of Silver Ridge, as recorded in the RMG Office for Greenville county, South Carolina, in Plat Book 16 E, Pages 7+11.

WITNESSETH

WHEREAS, the Owner of the Real Property which is the subject of this Declaration wishes to provide for a quality residential neighborhood thereon with the following objectives, to-wit:

- A. To promote the construction of architecturally custom designed single family residences and appurtenances with quality materials and workmanship harmonious with the environment and with each other; and
- B. To attract permanent homeowners; and
- C. To provide privacy and security to homeowners in a spacious natural environment; and
- D. To enhance the value of investments made by purchase therein; and
- E. To secure to each lot owner the full benefit and enjoyment of his/her home.

NOW, THEREFORE, for and in consideration of the above objectives and in further consideration of the mutual covenants, herein created for the benefit of Owner, its heirs and assigns, and the future homeowners of a numbered lot, Owner hereby declares, creates and imposes the following covenants, restrictions, easements, and assessments, reservations and servitudes which are hereby declared covenants running with the land in perpetuity, as follows:

ARTICLE I - SUBJECT PROPERTY

All numbered lots shown on the aforementioned plat of Silver Ridge, shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions contained herein.

ARTICLE II - USES PERMITTED AND PROHIBITED

2.1 Single Family. All parcels or tracts shall be used exclusively for single family residential dwellings. No modular or mobile homes shall be allowed.

2.2 Temporary Buildings. Any camping trailer, boat, motorcycle, motor bicycle 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

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BOOK 1344 PAGE 285

or completely within the garage 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.

Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle, must be operated on the owner's property. Roads shall be used only for purposes of ingress and egress, and no racing or recreational driving shall be permitted.

2.4 Disabled Vehicles, etc. Any disabled or wrecked vehicle, and/or similar equipment or vehicles shall at all times be parked completely within a garage and shall at all times be neatly stored and positioned to be inconspicuous.

2.5 Tree Houses, Storage Sheds and other Buildings. No tree houses, play houses, storage sheds, greenhouses, cabanas, swimming pools, barns, or other outbuildings or structures shall be erected on any parcel unless previously approved in writing as to design, location and materials by the Architectural Committee. All structures of this type should not violate the intent and spirit of these covenants.

2.6 Walls, Fences and Hedges. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line. Any such wall, fence or hedge proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval of the Architectural Committee.

Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where such shrubbery might cause traffic hazards or where the view from other lots is affected.

2.7 Business Prohibited. No structure at any time situate on any parcel shall be used for any business, commercial, amusement, hospital, sanitarium, school, religious, charitable, or manufacturing purposes, or a professional office; and no billboards or advertising signs of any kind shall be displayed or erected on the real property, with the exception of neatly displayed 18' x 24' real estate "For Sale" signs. No part of any structure shall be used for the purposes of renting a room or rooms therein. No duplex residences, garage apartments, or apartment houses shall be erected or permitted to remain on any parcel.

2.8 Animals. No animals, livestock or poultry of any kind shall be raised or bred on the property; except that dogs, cats or other common household pets may be kept so long as the owners of such pets do not keep, breed, or maintain such animals for any commercial purpose. Any pet leaving the pet owner's property shall be kept on a leash. No pets shall be allowed to become a nuisance to other residents.

2.9 Fuel Tanks. All fuel oil tanks or containers shall be covered so as not to detract from the property, or buried underground consistent with normal safety precautions.

2.10 Garbage Containers, etc. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse,

BOOK 1344 PAGE 286

debris or other objectionable matter. Garbage, trash, refuse, debris or other objectionable matter. Garbage, trash cans, wood piles and clothes drying yards must be so located that they will not be visible from the street.

2.11 Transmitting and Receiving Devices. No tower, television antenna or other antennas, including satellite dishes, shall be erected on homes or lots; provided, the Architectural Committee may approve a central receiving and transmitting system to be erected at one or more locations within the property if the Architectural Committee deems it desirable for the common good of the Subdivision. All utilities must be installed underground.

2.12 Leasing. If any residence shall be leased to any party, the owner of the residence must notify the Association of the names(s) of the lessee within thirty (30) days after the lease is signed. Each lot owner must also notify the Association of his address if he is residing at a place other than in Silver Ridge.

2.13 Parking. Residents of lots shall not be allowed to park vehicles on the streets or roads except in emergencies. Unless otherwise posted, on-street parking shall be allowed to visitors and guests of the owners of lots for short durations, so long as the health, safety and convenience of other residents within the property are not impaired. The Association shall have the right to tow or otherwise remove or move any vehicle parked in violation of these restrictions, at the expense of the owner of the lot who causes or allows such violation. Such expense shall constitute a lien enforceable under Paragraph 6.5 below.

2.14 Mailbox The Architectural Committee will require a uniform post office box or mail receptacle in accordance with such size and design as shall be required and provided by the Architectural Committee.

2.15 Recutting of Lots. No lots shall be recut to a smaller size, except that nothing herein shall be construed to prohibit the use of one lot and a portion of another lot as a single residential building site, provided that said tracts, when so formed, would otherwise meet the requirements as contained herein as to lot size and setback limitations.

2.16 Utility Wires. All utility wires for electricity, telephone or other utilities shall be located underground. No concrete blocks shall be used in the construction of any building or structure on any numbered tract which may be visible from the exterior after grading has been completed.

ARTICLE III - HOUSE PLANS AND SPECIFICATIONS

3.1 Setting. The Developer and Architectural Committee are wanting to create a country setting. In order to have continuity within the subdivision, the Architectural Committee must approve all house plans to make sure each house complements this theme.

3.2 Landscaping. The lot shall be landscaped and shall be seeded and straved unless the lot, in the opinion of the Developer and Architectural Committee, is heavily wooded.

BOOK 1344 PAGE 287

3.3 Approval of Plans. For the purposes of ensuring the development of the real property for the aforesaid purposes, no building, structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected, or allowed to remain on any parcel unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location, and orientation on the parcel (together with such other information as shall be reasonably required by the Architectural Committee, including a written application for approval) shall have been submitted to and a permit granted in writing by the Architectural Committee hereinafter established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these covenants.

3.4 Garages. All residences must include a garage. Whenever the size and shape of the lot will so allow, the design and location of the garage shall be away from the street which the house faces. To protect and enhance the appearance of the community, all garage doors will be kept closed except when in use for moving automobile and other items to and from the garage.

3.5 Driveways. The total area of all driveways shall be paved by plant mix concrete.

3.6 Square Feet. The following minimum heated floor space requirements shall apply to the residences in this subdivision:

- One Story Residence - 2,000 square feet
- Two Story Residence - 2,400 square feet with a minimum of 1,200 square feet on the first story.

The Architectural Committee reserves the right to waive this minimum in its sole discretion if it deems it appropriate.

3.7 Setback Lines. No building or residence shall be erected on any lot nearer to the setback lines as shown on the recorded plat of the subdivision.

3.8 Height and Roof. All buildings shall be constructed with high quality materials and workmanship to insure that no dwelling shall present an unsightly appearance. No residence shall exceed two stories in height, exclusive of basement and attic. The roof of every residence shall have a 7/12 pitch.

3.9 Construction Period. Any residence constructed upon any lot must be started within twelve (12) months after the date footings are poured. A fine of Five Hundred Dollars (\$500.00) for each month or portion thereof shall be imposed by Silver Ridge Properties when any house or landscaping remains incomplete after the expiration of the said twelve (12) months.

This fine shall be levied against the said lot and shall become a lien against said lot which lien may be recorded and enforced in the same manner as the lien for the annual assessment. Any fines so collected hereunder

BOYD 1344 PAGE 288

shall be donated to the Architectural Committee for the beautification of the subdivision; provided further Silver Ridge Properties, in its sole discretion, shall have the right to waive such fines.

3.10 Copies of Plans. All building plans, specifications, plot plans, building contract and landscaping plans shall be submitted in duplicate. One copy of these will be returned to the applicant with approval or disapproval (within reason) plainly noted therein.

ARTICLE IV - ARCHITECTURAL COMMITTEE

4.1 Committee Members. The Architectural Committee shall consist of Boyd C. Lister and Cecil Turner. At such time as the committee deems appropriate the duties and responsibilities of the committee, as well as the powers of said committee, may be transferred to the Homeowners Association by written instrument so stating. Thereafter, the Homeowners Association shall perform all acts otherwise required to be performed by the committee.

4.2 Application. Any application for approval required to be made to the Architectural Committee shall be made in writing not less than thirty (30) days prior to the time the approval is needed.

4.3 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matter within the scope of its authority within thirty (30) days after receipt of a written application for a permit, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after receipt of said application, in which case said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with; and no suit or claim shall thereafter be available to the Architectural Committee, the Homeowners Association, or to the owner of any parcel.

4.4 Appraisals and/or Waivers. If, in the opinion of the Architectural Committee, it is necessary to prevent undue hardships because of special circumstances attendant to any real property involved and if in the opinion of the Architectural Committee such violation or violations will cause no substantial injury to any Homeowner, the Architectural Committee is hereby authorized to waive compliance with, approve, or ratify matters regarding:

- (a) the construction or alteration of any building or other structure upon any numbered tract;
- (b) the use, and failure to properly use, any of the real property the subject thereof.

The waiver, approval, or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the power of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

The approval, waiver or ratification of any action within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a

607-1344 PAGE 290

written permit to the applicant, executed by a member of the Architectural Committee. No construction or alteration shall be carried on until and unless such written permit is obtained.

ARTICLE V - EASEMENTS

Developer reserves easements for itself and for the benefit of any public authorities and utility companies to which Developer may choose to grant such easements, over and through all areas designated as roads, streets, walkways, buffer areas, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, surface water, drainage and other utility and common services to owners of any portion of the property, including, without limitation, all areas designated as such by broken lines on the initial plat. All numbered lots within the property are also subject to an access, drainage and utility easement five feet in width along and inside all property lines; provided, that if a dwelling is built adjacent to or near a side property line or shares a party wall built on a lot line with a dwelling built on the adjacent lot, then there shall be no drainage and utility easement along such lot lines.

The easements reserved to the Developer above, and the easements which Developer has granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water means, gas lines, and other suitable equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Said easements shall also allow Developer or any appropriate utility or other authority to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes, or shrubbery, and to make any gradings of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance. Developer shall have the right, but not the obligation, to transfer or grant to the Silver Ridge Homeowners Association all or any of the easements reserved to Developer hereunder.

The easements and rights-of-way granted in this Section may be enjoyed and utilized by all parties to whom such easements and rights-of-way are granted, and to their assignees, lessees, guests, invitees, and licensees. Nothing contained herein shall prevent the Developer from dedicated to any public authorities said areas shall be governed by applicable laws and regulations, and Developer shall have no further responsibility for maintenance or upkeep of the areas so dedicated, except as may be required by such applicable laws.

ARTICLE VI - HOMEOWNERS ASSOCIATION

6.1 Formation and Incorporation. Silver Ridge Properties shall, when it deems a sufficient number of homes have been constructed and/or parcels have been sold, incorporate under the laws of the State of South Carolina a non-profit corporation known as Silver Ridge Homeowners Association (sometimes herein referred to as "Homeowners Association").

BOOK 1344 PAGE 289

for the purpose of administration of some of the functions of these covenants, and of collecting and disbursing the maintenance charges hereinafter provided. Until formation, the Architectural Committee shall be vested with the powers of the Homeowners Association as set forth herein.

6.2 Membership. Every person or entity who is a record owner of a fee or an undivided fee interest in any numbered lot which is subject to these covenants shall be a member of the Silver Ridge Homeowners Association, with each numbered lot being entitled to one vote. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

6.3 Maintenance Charges. No maintenance charges or assessments shall be due and payable prior to the organization of Silver Ridge Homeowners Association. All numbered lots shall thereafter be subject to an annual assessment at the rate to be determined by said Association. No lot held for sale while the same is owned by the developer shall be subject to the assessments herein provided. All sums are payable to the Homeowners Association annually on January 1, of each year and shall be administered by the officers, members and directors of said Association and may be used for the functions hereinafter set out.

6.4 Powers and Functions. The Homeowners Association is empowered to perform any and all of the following functions, but it shall be under no duty to perform, or to continue to perform, any of said functions, to-wit:

(a.) Payment of the necessary charges and expenses of the operation of the Homeowners Association.

(b.) Improving, repairing, cleaning, maintaining, and beautifying entrance areas in which all homeowners benefit. The Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the property.

(c.) Caring for unattended land, if any, within Silver Ridge, removing debris therefrom, and doing all other things necessary or desirable, in the opinion of the officers and directors of the Homeowners Association, to keep all property neat and in good order for the general benefit of the owners of all parcels. Any expenses incurred pursuant to this paragraph may be assessed, at the discretion of the Homeowners Association, against the owners of the parcels.

(d.) Collection, in addition to the normal maintenance charges or assessments of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon Silver Ridge Properties or its successor, or the Architectural Committee, directly from a parcel owner if the expenses were incurred to make said parcel owner comply or to perform on behalf of said owner if he refuses to comply.

(e.) Such other purposes and functions, which, in the opinion of the officers, directors, and members of the Homeowners Association may be necessary for the general benefit of the parcel owners.

(f.) Payment of real property taxes on common areas.



BOC 1344 PAGE 291

(g.) Encouraging the botanical beautification of all parcels in the subdivision.

6.5 Lien. The annual assessment or charges shall constitute a lien or encumbrance upon each parcel, and acceptance of a deed of conveyance shall be construed to be a covenant by the Grantee to pay said assessment as well as to be bound by these restrictive covenants. The Homeowners 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 assessments and charges.

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

(a.) Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a recorded mortgage to the end and intent that the lien of any mortgagee, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided however, that such lien, if recorded as provided in (b) below, shall not be subordinate to any mortgage recorded after the recording of said lien. Also, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a mortgage; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after such sale under foreclosure of such mortgage or acquisition of title by a purchaser by deed in lieu of foreclosure.

(b.) Notice of any charge or assessment due and payable shall be given by filing a Notice of Lien in the RMC Office for Greenville County in the Mortgage Books, which lien shall state the name of the owner and the nature of the lien. With regard to subsequent bona fide purchasers for value, the lien herein reserved for charges and assessments due and payable shall be effective only from the time of filing of said Notice, provided, however, that nothing contained herein shall affect the right of the Homeowners Association to enforce the collection of any charges and assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

6.6 Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for the foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

6.7 Uniform Assessment. All liens, charges, and assessments created hereunder must be uniformly fixed, assessed, charged, and collected on all parcels.

ITEM VII - TERMS AND ENFORCEABILITY

7.1 Enforcement. If Silver Ridge Properties, its successors and assigns, or any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any parcel to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him



600-1344 PAGE 292

or them from doing so or to recover damages and other dues for such violation. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In addition to the enforcement provided above, it shall also be permissible for Silver Ridge Properties, until formation of the Homeowners Association and, thereafter, for said Association, to take any such action it deems necessary to compel compliance with these covenants.

7.2 Loan Requirements. These covenants and restrictions, as altered, annulled, and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, A.D. 2014 and thereafter, these covenants shall be automatically extended for successive periods of twenty (20) years unless within six (6) months prior to January 1, 2014, or within six (6) months preceding the end of any successive twenty year (20) period, as the case may be, a written agreement is executed by a majority of the then owners of the parcels, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived, or extinguished, in whole or in part, as to all or any part of the real property which is subject hereto in the manner and to the extent provided in such written agreement.

ARTICLE VIII - AMENDMENTS AND MODIFICATIONS

8.1 Reservation. Silver Ridge Properties reserves and shall have the right to amend these Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the real property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

8.2 Additional Covenants. No owner, of any numbered lot without the prior written approval of Silver Ridge Properties may impose additional covenants or restrictions on any part of the real property.

IN WITNESS WHEREOF, Silver Ridge Properties has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

~~SILVER RIDGE PROPERTIES~~

<u>Jerry E. Spangier</u>	<u>Donald M. Boggs</u>
<u>Ruth W. Lister</u>	<u>Gina B. Boggs</u>
	<u>Boggs &amp; Lister</u>
	(9) <u>Cecil R. Turner</u>

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BOOK 1344 PAGE 293

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named parties sign, seal and as their act and deed, deliver the within written Declaration of Covenants and Restrictions and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to, before me this 9th day of October, 1988

*Ruth W. Lister*  
Notary Public for South Carolina  
My Commission Expires January 6th 1991  
S.C. 7th C.S. 81

*Mary E. Spurgeon*

RECORDED NOV 15 1988 10:55 A.M.

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