STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AMENDED AND RESTATED DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR SILVER RIDGE FARMS, PHASE I (PLAT BOOK 43-B AT PAGES 56-57, GREENVILLE COUNTY REGISTER OF DEEDS OFFICE)

WHEREAS, by instrument dated December 11, 2000, and recorded December 18, 2000, in Book 1936 at Page 365 in the Greenville County Register of Deeds Office, Declarations of Covenants and Restrictions for Silver Ridge Farms, Phase I were adopted, the terms of which are incorporated herein as set forth fully unless inconsistent with the amendments adopted in this Amendment and Restatement of Covenants and Restrictions; and,

WHEREAS, the Silver Ridge Homeowner's Association ("Association") desires to amend and restate the Covenants and Restrictions to improve its ability to provide a quality residential neighborhood consistent with its objectives:

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 purchasers therein; and
E. To secure to each lot owner the full benefits and enjoyment of his/her home; and,

WHEREAS, Article VIII of the Covenants and Restrictions provides that the Covenants and Restrictions may be amended by a two-thirds (2/3) vote of all homeowners; and,

WHEREAS, Article VIII of the By-Laws of Silver Ridge Farms Homeowners Association, recorded October 17, 2011 in Deed Book 2395 at Page 2478, Greenville County Register of Deeds Office ("By-Laws"), provides that a vote may be taken pursuant to written consent of the person who would be entitled to vote; and,

WHEREAS, Article IV of the By-Laws established the Board of Administrators, which manages and controls the affairs of the Association.

WHEREAS, the President of the Association hereby certifies, by his signature below that he obtained signatures from two-thirds (2/3) of all homeowners approving these Amended and Restated Covenants and Restrictions (hereinafter "Covenants and Restrictions"); and,

NOW THEREFORE, the Association hereby declares that the Property and certain other lands which adjoin the Property shall be developed, conveyed, given, leased and occupied pursuant to these Covenants and Restrictions, as amended. These Covenants and Restrictions

shall run with the Property and continue in force until termination or amendment as provided for herein. The Association intends to continue to maintain and develop the Property as a residential community offering exceptional serenity, privacy and natural or landscaped beauty.

WITNESSETH:

ARTICLE I – SUBJECT PROPERTY

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

ARTICLE II – USES PERMITTED AND PROHIBITED

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

2.2 Motor Vehicles, Trailers, Boats, Etc. Each Owner will provide for parking of automobiles off the streets and roads within the Development. Any camping trailer, motor home or RV, tractor, 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 or completely within the garage and shall not be parked to the front of the dwelling thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous.

Any permitted parking of a motor home or camping trailer will not be construed as to permit any person to occupy such motor home or camping trailer, which is strictly prohibited. No more than one (1) travel or camping trailer is permitted on any residential lot. Commercial vehicles are limited to no more than three (3) on a residential lot, and must be Federal Highway Administration (FHWA) class 1,2,3, or 5 only. FHWA Class 5 vehicles are limited to no more than one (1) vehicle per residential property. All classes above FWHA class 5 are expressly prohibited, as are any Commercial vehicles hauling explosives, gasoline, or liquified petroleum (LP) products.

The foregoing restriction for trucks and commercial vehicles shall not apply to any builder, contractor, subcontractor, or other persons servicing a home within the subdivision.

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.

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

2.4 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.

2.5 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.

2.6 Business Prohibited. No structure at any time situated 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 properly, 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. This paragraph does not prohibit the use of a portion of a structure as a personal home office as such is defined by the Internal Revenue Code.

2.7 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.

2.8 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.

2.9 Garbage Containers, etc. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter. Garbage trash cans, wood piles and clothes drying lines must be so located that they will not be visible from the street.

2.10 Transmitting and Receiving Devices. The Architectural Committee may approve the installation of a satellite dish, not to exceed 18 inches in diameter, so long as the dish is attached to the home in an inconspicuous location not visible from the street. All utilities must be installed underground.

2.11 Leasing. If any residence shall be leased to any party, the owner of the residence must notify the Association of the name(s) or 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 Silver Ridge Farms.

2.12 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, as long as the health, safety and convenience of other residents within the property are not impaired. The Associations shall have the right to tow or otherwise remove or move any vehicle parked in violation of these restrictions, and the expense shall constitute a lien enforceable under Paragraph 6.5 below.

2.13 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. The cost of the mailbox is the responsibility of the homeowner.

2.14 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 those said tracts, when so formed, would otherwise meet the requirements as contained herein as to lot size and setback limitations.

2.15 Utility Wires. All utility wires for electricity, telephone or other utilities shall be located underground.

2.16. Responsibility of Lot Owners. Unless specifically identified herein as the responsibility of the Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein, and all lawns, landscaping, and grounds on and within such property will be the responsibility of the Owner thereof. Each Owner shall be responsible for maintaining his or its property in a neat, clean, and sanitary condition.

2.17. Offensive Activity. No noxious or offensive activity shall be carried on upon any residential lot, Common Properties, or any place within the Property; nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community.

2.18. Trespass. Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the Property and taking such shall not be deemed a trespass.

2.19. Short-term Rentals. Short term rentals are prohibited. A short-term rental is defined as providing accommodations for transient guests whereby in exchange for compensation, a residence, or any portion thereof, is provided for lodging for a period of less than ninety (90) consecutive days.

2.19(a). Long Term Rentals. Long-term rentals, defined as providing accommodations for transient guests whereby in exchange for compensation, a residence, is provided for lodging

for a period of at least ninety (90) consecutive days is permitted. Long-term renters shall be provided a copy of the Association Covenants and will be bound by them. Actions arising from Long-term rentals are enforceable against the Renter and Homeowner.

Commented [DC1]: Section 2.19 and 2.19(a) though historically enforced, are net new to the existing Covenants. A vote is required to accept Section 2.19 in its entirety.

ARTICLE III – HOUSE PLANS AND SPECIFICATIONS

3.1 Setting. It is the intent of the Association and Architectural Committee 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 intention.

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

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 (no above-ground swimming pools will be permitted), 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 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 at least a two-car garage. The design and location of the garage shall be positioned so that the door opens to the rear or side of the dwelling and in no event shall the door open towards the front of the dwelling. To protect and enhance the appearance of the community, all garage doors will be kept closed except when in use for moving automobiles and other items to and from the garage.

3.5 Driveways. The total area of all driveways shall be paved by plant mix concrete. No asphalt driveways will be permitted.

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

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

For purposes of this covenant, the square footage in a "bonus room" is specifically not to be included in the computation of the total square footage as stated above.

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

3.7 Setback Lines. No buildings or residence shall be erected on any lot nearer to setback lines as shown on the recorded plat of the subdivision. The minimum setback line for any lot shall be 45 feet; however, should this recorded subdivision plat indicate that setback line for any individual lot be more than 45 feet, the subdivision plat shall be the controlling devise for determining the proper setback line.

3.8 Height and Roof. All building shall be constructed with high quality materials and workmanship to ensure 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 an 8/12 pitch or higher.

3.9 Front windows on the first floor of any dwelling shall be at least five feet and 2 inches (5' 2") in height.

3.10 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 Ride Farms Homeowners Association 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 shall be donated to the Architectural Committee for the beautification of the subdivision. It is provided further that Silver Ridge Farms Homeowners Association, in its sole discretion, shall have the right to waive such fines.

3.11 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 stated therein.

ARTICLE IV – ARCHITECTURAL COMMITTEE

4.1 Committee Members. The Architectural Committee shall consist of the Head of the Architectural Committee, and up to two (2) assistants appointed by the Head of the Head of the Architectural Committee and accepted by the Association Board of Directors. 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 applications 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 a 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 approve, waiver or ratifications of any actions within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a 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

The Association reserves easements for itself and for the benefit of any public authorities and utility companies to which the Association 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 or 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, when there shall be no drainage and utility easement along such lot lines.

The easements reserved to the Association above, and the easements which Developer or the Association 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 mains, gas lines, and other public conveniences and utilities. Said easements shall also allow Association or any appropriate utility or other authority to cut drain ways 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.

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

ARTICLE VI – HOMEOWNERS ASSOCIATION

6.1 Formation and Incorporation. The Homeowners Association shall be known as Silver Ridge Farms Homeowners Association (sometimes herein referred to as "Homeowners Association" or "Association"), a non-profit corporation, for the purpose of administration of some of the functions of these covenants, and of collecting and disbursing the maintenance charges hereinafter provided. The Architectural Committee shall be vested with 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 Farms Homeowners Association, with each numbered lot being entitled to one (1) 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. An annual maintenance fee shall be assessed on all lots as sold in an amount to be determined by the Association in its discretion. The assessment for any lots sold shall be prorated as of the date of closing. All sums are payable to the Homeowners Association annually on February 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, clearing, maintaining, and beautifying entrance areas to which all homeowners benefit. The Association shall have the power and authority to grant and to establish in, over, upon, and across the convenient use and enjoyment of the property. This will include the maintenance of all retention pond sites in the subdivision. Also, the cost of street lights will be paid from the Homeowners Association funds.
c) Caring for unattended land, if any, within Silver Ridge Farms, 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, and shall be enforceable as a lien against the parcel pursuant to Article 6.5 hereof.
d) Collection, in addition to the normal maintenance charges or assessment of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon Silver Ridge Farms Homeowners Association Properties or its successor, or the Architectural Committee, directly from a parcel owner comply or to perform on behalf of said owner if he refuses to comply.
e) Impose sanctions against a lot owner for failure to comply with these Covenants and Restrictions. Sanctions may include reasonable monetary fines as determined by the Association in its discretion and suspension of the right to vote. Any fine imposed shall constitute a lien or encumbrance upon each parcel according to Section 6.5 hereof.
f) Such other purposes and functions, which, in the opinion of the officer, directors, and members of the Homeowners Association may be necessary for the general benefit of the parcel owners.
g) Payment of real property taxes on common areas.
h) Encouraging the botanical beautification or 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 an assessment as well as to be bound by these covenants. The Homeowners Association shall have the exclusive right to file a lien against any parcel, take and prosecute all actions or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges, and charge the lot owner all fees and costs associated with the filing and enforcement of the lien.

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

a) Such lien shall be at all times subordinate to the lien or any mortgages or lender or 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 or a mortgage; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charge 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 Register of Deeds 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 assessment 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, assessment, charge, and collected on all parcels.

ARTICLE VII – TERMS AND ENFORCABILITY

7.1 Enforcement. If 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 the Association or 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 or them from doing so or to recover damages and other dues for such violation, including the prosecuting party's attorney's fees and costs. Invalidation of any one or more of these covenants by a judgment or court order shall in no way affect any 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 Farms Homeowners Association to take any such action it deems necessary to compel compliance with these covenants, and to recover its attorney's fees and costs to enforce compliance.

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 therein 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. 2046 and thereafter, these covenants shall be automatically extended for successive periods of twenty (20) years unless within six (6) months prior to January 1, 2046, 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. The Association 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. The Association has the right to amend these covenants and restrictions by a two-thirds (2/3) vote of all homeowners with each lot being entitled to one (1) vote.

IN WITNESS WHEREOF, by two-thirds (2/3) of the votes cast by written consent, the Association does hereby cause this Amended and Restated Declaration of Covenants and Restrictions to be executed this _____ day of _____, 2026.

Silver Ridge Farms Homeowner's Association, Inc.

_____ By:_____

_____ Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State of South Carolina, do hereby certify that, _____ as President of Silver Ridge Farms Homeowner's Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2020.

_____
Notary Public for South Carolina
My Commission Expires: _____