

Bylaws  
of  
Silverleaf Homeowners Association, Inc.

**BYLAWS  
OF  
SILVERLEAF HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, AMERICAN SERVICE CORPORATION OF S.C., INC (hereinafter "ASCSC") was a South Carolina Corporation formed on November 3, 1971; and

WHEREAS, ASCSC developed the first phase of Silverleaf Subdivision known as Section IA, as shown on a survey recorded March 29, 1983, in Plat Book 9-F at Page 61, Greenville County ROD, which included Lots 1-87, and said Lots were made subject to the Restrictive Covenants of Silverleaf Subdivision, Section 1A (the "Restrictive Covenants"), recorded on August 29, 1983, in Deed Book 1195, at Page 213, Greenville County ROD; and

WHEREAS, ASCSC reserved certain rights, powers, easements, and rights-of-way contained within the Restrictive Covenants, as Amended for itself, and its successors or assigns; and

WHEREAS, ASCSC developed an additional phases of Silverleaf Subdivision known as Section IB, as shown on a survey recorded December 1, 1983, in Plat Book 9-W at Page 59, Greenville County ROD, which included Lots 88-102 and Lots 105-116, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants of Silverleaf Subdivision IB, recorded on April 26, 1984, in Deed Book 1211, at Page 250, Greenville County ROD; and

WHEREAS, Silverleaf Homeowners Association, Inc., (the "Association") was formed as a South Carolina Non-Profit Corporation on May 1, 1984, to foster social and fraternal interests and concerns of the members and to manage the common area and handle maintenance charges and responsibilities for Silverleaf Subdivision; and

WHEREAS, ASCSC developed an additional phase of Silverleaf Subdivision known as Section 3, as shown on a survey recorded August 3, 1984, in Plat Book 10-M at Page 40, Greenville County ROD, which included Lots 117-144, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 3, recorded on February 22, 1985, in Deed Book 1233, at Page 528, Greenville County ROD; and

WHEREAS, ASCSC developed an additional phase of Silverleaf Subdivision known as Section 5, as shown on a survey recorded November 25, 1985, in Plat Book 12- B at Page 11, Greenville County ROD, which included Lots 190-245, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 5, recorded on January 6, 1986, in Deed Book 1256, at Page 935, Greenville County ROD; and

WHEREAS, ASCSC developed an additional phase of Silverleaf Subdivision known as Section 4, as shown on a survey recorded March 21, 1984, in Plat Book 9-W at Page 96, Greenville County ROD, which included Lots 145-189, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 4, recorded on January 17, 1986, in Deed Book 1257, at Page 818, Greenville County ROD; and

WHEREAS, ASCSC developed additional Lots in Section 4 of Silverleaf Subdivision as shown on a survey recorded August 18, 1986, in Plat Book 12-B at Page 86, Greenville County ROD, which included the additional Lots 245–253 to Section 4, and said additional Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 4, recorded on June 15, 1987, in Deed Book 1297, at Page 389, Greenville County ROD; and

WHEREAS, ASCSC developed an additional phase of Silverleaf Subdivision known as Section 6, as shown on a survey recorded August 11, 1987, in Plat Book 14-O at Page 6, Greenville County ROD, which included the additional Lots 254–343, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 6, recorded on October 12, 1987, in Deed Book 1307, at Page 494, Greenville County ROD; and

WHEREAS, ASCSC developed an additional phase of Silverleaf Subdivision known as Section 7, as shown on a survey recorded March 30, 1988, in Plat Book 15-G at Page 26, Greenville County ROD, which included the additional Lots 1–20, and said Lots were made subject to the Restrictive Covenants, as Amended, by the Restrictive Covenants for Silverleaf Subdivision 7, recorded on July 13, 1988, in Deed Book 1331, at Page 464, Greenville County ROD; and

WHEREAS, the corporate By-Laws were never recorded pursuant to SC Code § 27-30-130; and

WHEREAS, the Board adopted these corporate By-Laws pursuant to SC Code §33-31-206 on August 13, 2019, at a regular meeting of the Board.

## **ARTICLE I NAME, LOCATION, PURPOSE AND APPLICABILITY**

Section 1. Name and Location. The name of the corporation is Silverleaf Homeowners' Association, Inc., a South Carolina nonprofit corporation (hereinafter the "Association"). The Principal office of the Association shall be at 2434 Hudson Road, Box 124, Greer, SC 29650, or such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Association Purpose. The Association does not contemplate a pecuniary gain or profit to the Members thereof. The fundamental object and purpose of the Association formed is to create a harmonious whole in the subdivision, to prevent the building or placement of any improvement which would detract from the esthetic quality of the other dwellings, to insure the use of the Property for attractive residential purposes only, to prevent nuisance, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the Lot Owners in the subdivision, to secure to each Lot Owner the full benefit and enjoyment of his or her home, to provide for the improvement and maintenance of any and all Common Areas, Recreation Area, and any appurtenances thereto for the enjoyment of the Lot Owners through enforcing the terms of the Restrictive Covenants, Bylaws and Rules and Regulations and exercising any and all authority granted therein.

Section 3.     Applicability. The provisions of these Bylaws are applicable to the Association. All terms used herein and not otherwise defined below shall have the meaning ascribed to them in the Restrictive Covenants of Silverleaf Subdivision, Section 1A (the "Restrictive Covenants"), recorded on August 29, 1983, in Deed Book 1195, at Page 213, Greenville County ROD. All present or future Owners, tenants, their guests and invitees, or any other person, who might use the Property in any manner, are subject to these Bylaws as they may be amended from time to time. The acquisition or rental of any Lot, or the act of occupancy of any Lots, will signify that these Bylaws, and any authorized amendments to the foregoing are accepted and ratified, and will be complied with by the Lot Owner, renter, their guests or invitees.

## **ARTICLE II DEFINITIONS**

Section 1.     "Association" shall mean and refer to Silverleaf Homeowners Association, Inc., its successors and assigns.

Section 2.     "Board" shall mean the duly elected board of directors for the Association.

Section 3.     "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including but not limited to all reserved easements contained in the Restrictive Covenants and all surveys of the Properties

Section 4.     "Declarant" shall mean and refer to American Service Corporation of S.C., Inc., its successors and assigns. All reserved easements and reserved Declarant or Developer rights of American Service Corporation of S.C., have been assigned to the Association.

Section 5.     "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision surveys of the Properties with the exception of the Recreation Area, Common Area or Easement Area.

Section 6.     "Member" shall mean and refer to those persons entitled to membership as provided for in the Restrictive Covenants.

Section 7.     "Owner" shall mean and refer to the record owner, whether one or more person or entities of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8.     "Properties" shall mean and refer to that certain real property described as follows Section IA, as shown on a survey recorded March 29, 1983, in Plat Book 9-F at Page 61, Greenville County ROD, which included Lots 1-87; Section IB, as shown on a survey recorded December 1, 1983, in Plat Book 9-W at Page 59, Greenville County ROD, which included Lots 88-102; Section 3, as shown on a survey recorded August 3, 1984, in Plat Book 10-M at Page 40, Greenville County ROD, which included Lots 117-144; Section 5, as shown on a survey recorded November 25, 1985, in Plat Book 12-B at Page 11, Greenville County ROD, which included Lots

190–245; Section 4, as shown on a survey recorded March 21, 1984, in Plat Book 9-W at Page 96, Greenville County ROD, which included Lots 145–189; additional Lots in Section 4 of Silverleaf Subdivision as shown on a survey recorded August 18, 1986, in Plat Book 12-B at Page 86, Greenville County ROD, which included the additional Lots 245–253 to Section 4; Section 6, as shown on a survey recorded August 11, 1987, in Plat Book 14-O at Page 6, Greenville County ROD, which included the additional Lots 254–343; Section 7, as shown on a survey recorded March 30, 1988, in Plat Book 15-G at Page 26, Greenville County ROD, which included the additional Lots 1–20.

Section 9. “Recreation Area” shall mean the field, pool, tennis courts pavilion parking lot and any other amenities located on that area shown as Recreation Area on that survey recorded August 3, 1984, in Plat Book 10-M at Page 40, Greenville County ROD,

Section 10. “Restrictive Covenants” shall mean the and refer to the Restrictive Covenants of Silverleaf Subdivision, Section 1A, as Amended, recorded on August 29, 1983, in Deed Book 1195, at Page 213, Greenville County ROD.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Any Lot Owner is deemed to have consented to be a Member of the Association. There shall be one membership for each Lot owned. Transfer of ownership of Lot, either voluntary or by operation of law, shall terminate membership in the Association, and said membership becomes vested in the transferee. If the Lot ownership is vested in more than one Lot Owner, then all of the Lot Owners so owning such Lot shall agree upon the designation of one of the Lot vested in a corporation, partnership, limited liability company, or other entity, said entity must designate one individual to act as a Member of the Association.

Section 2. Voting. Each Member shall have Association votes equal to the number of Lots owned by the Member.

Section 3. Majority Vote. As used in these Bylaws, the term Majority Vote shall mean fifty percent (50%) plus one of the total numbers of votes cast at a meeting in person or by proxy.

Section 4. Proxies. Member votes may be cast in person or by proxy. Proxies must be filled with the Secretary of the Association before the appointed time of each meeting.

Section 5. Voting of Members. The vote of a majority of the Members’ votes at any meeting at which a quorum shall be present shall be binding upon all Owners for all purposes except where in the Covenants, or in these Bylaws, or by law, a higher percentage vote is required.

Section 6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of thirty percent (30%) plus one (1) of the voting members shall constitute a quorum.

## ARTICLE IV MEETING OF MEMBERS

Section 2. Place of Meetings. All meetings of the Association shall be at Pavilion at the Silverleaf Recreation Area, or such other place as designated by the Board of Directors of the Management Agent and stated in the notice of meeting.

Section 3. Annual Meetings. Annual meetings of the Association shall be held once a year during the month of September or at such other time as the Board of Directors may agree upon. At such meetings there shall be elected by vote of the Members, a Board of Directors in accordance with the requirements of Section 5 of these Bylaws, and there shall be a report by the President or Secretary-Treasurer on the activities and financial condition of the Association. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the Secretary to call a special meeting of the Members as directed by: (i) resolution of the Board of Directors; (ii) at the request by a majority of the Directors; or (iii) upon a petition signed by twenty percent (20%) of the Owners and presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose or purposes thereof. No business shall be transacted at a special meeting except as stated in the notice. If a Member intends to raise a matter at a special meeting, said Member shall submit such request in writing to the Secretary or President at least ten (10) days before the date notice is to be mailed to the Members in order for such matter to be included in the Notice of Special Meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, to each Owner of record at least fifteen (15), but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. The notice of meeting shall include any matters the Members intend to raise at the meeting if a request is submitted to the Secretary or President in writing at least ten (10) days prior to notice being mailed, which requests sets forth the matters to be raised.

Section 6. Adjourned Meeting. If any meetings of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The time, date, and place of the meeting shall be set and announced before adjournment of the first meeting. Upon the reconvening of said meeting a quorum shall be constituted if twenty-five percent (25%) of the Members are present in person or by proxy at said reconvened meeting.

Section 7. Order of Business. The order of business at all Annual Meetings of the Association shall be as follows:

- a. Roll Call.
- b. Proof of Notice of Meeting or Waiver of Notice.

- c. Reading of Minutes of Preceding Meeting.
- d. Reports of Officers.
- e. Reports of Committees.
- f. Election of Directors.
- g. Unfinished Business.
- h. New Business.

Section 8. Record Date. The Board of Directors shall fix a record date for determining Owners entitled to notice of and to vote at each annual or special meeting. Such record date shall be at least ten (10) days, but not more than forty (40) days before the meeting. Only Members holding title to Lots as reflected in the Greenville County records on the record date shall be entitled to notice.

Section 9. Action by Written Consent. Whenever the vote of Members at a meeting or a vote of a Majority of the then Members is required or permitted by these Bylaws and Restrictive Covenants to be taken in connection with action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote consent in writing to such action being taken. Notice of such action shall be given to all Members, unless all Members participated in the approval of such action. A Special Meeting will be called to read the vote into the Minutes of the Association.

Section 10. Waiver and Consent. Any Member may waive any notice of meeting required by these Bylaws if the waiver is submitted in writing, signed by the Member entitled to notice, and delivered to the Association prior to the date of the meeting. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the Owner objects to holding the meeting or transacting business at the meeting at the beginning of the meeting. Further, a Member's attendance at a meeting waives objection to considerations of a particular matter at the meeting that is not within the purpose described in the notice for the meeting, unless the Member objects to the consideration of the matter at the time when it is presented at the meeting.

Section 11. Membership List. After a record date for a notice of meeting has been fixed by the Board of Directors, a complete list of Members of the Association shall be prepared by the Secretary or Treasurer. This Membership list shall list the Members and shall include the addresses and number of votes each Member is entitled to vote at the meeting. Such list shall be maintained in the office of the Association beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors ("Board") comprised of seven (7) who are Members of the Association. Directors shall be elected at the annual meeting.

Section 2. Term of Office. The Board that is elected under these By-Laws serve three (3) terms that are staggered. Directors are limited to serving no more than two consecutive terms. A Director desiring to serve a third term must sit out an election cycle. In the event, an open seat cannot be filled due to a lack of volunteers or interested candidates, a Director excluded from serving due to term limitations shall remain on the Board for an additional year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or by a majority vote of Board of Directors.

Section 4. Vacancies. Vacancies on the Board shall be filled by vote of the majority of the remaining Directors. Each person so elected shall serve as a Director of the Board through the remainder of that former Director's term. If a quorum cannot be achieved due to vacancies in the Board, only a majority of the remaining Board shall be required to elect successor Board members.

Section 5. Powers. The Board shall have the following powers:

a. to adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests and invitees thereon, and to establish penalties for the infraction thereof; and

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

c. to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws or the Restrictive Covenants; and

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

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

Section 6. Duties. It shall be the duty of the Board of Directors:

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



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

c. to fix the amount of the annual assessment against each Lot as least thirty (30) days in advance of each annual assessment period; and

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

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

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

Section 7.     Regular Meetings. Regular Meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of Board, but at least four (4) such meetings shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary or Treasurer, or other designated person to each Board member personally, by mail, or facsimile at least two (2) days prior to the day of the meeting.

Section 8.     Special Meetings. Special Meetings of the Board may be called by the President, on three (3) days prior notice to each director, given personally, by mail, or facsimile, which notice shall state the time, place, and the purpose or purposes of the meeting.

Section 9.     Waiver of Notice. Before or at any meeting of the Board, a Director may waive in writing notice of such meeting. Attendance or participation by a Director at any meeting of the Board shall constitute a waiver of notice. If all Directors are present at a meeting of the Board, no notice shall be required.

Section 10.    Board Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. Actions and resolutions approved by a vote of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. Directors may participate in a regular or special meeting by, or conduct the meeting through any means of communication by which all Directors participating may hear each other simultaneously during the meeting, and directors so participating by this means shall be deemed to be present in person at the meeting. If at any meeting of the Board there is less than a quorum present, the majority of the Directors present may adjourn the meeting to another time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. Proxies shall not be available for either a Board quorum or for voting purposes.

Section 11.    Executive Session. By motion of a Director, the Board

shall meet in executive session to handle the following matters:

- a. Discussion of all active and anticipated litigation;
- b. Discussion of any collection actions of past due assessments;
- c. Hearings on the issuance of any sanctions;
- d. Discussion of any matter in which public discussion would interfere with an existing or anticipated contractual relationship;
- e. Discussion of any topic involving privileged information.

Upon entering into executive session all non-Board members shall be required to leave. Upon the conclusion of the executive session, non-board members may return.

Section 12. Action Without a Meeting. Actions of the Board may be taken without a meeting if the action is taken by all Directors of the Board and evidenced by one or more written consents describing the action taken, signed by each Director, and included in the corporate records of the Association.

Section 13. Compensation. No Director shall receive any compensation from the Association. However, a Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 14. Liability of Board. Except as required under the laws of South Carolina, the Directors shall not be liable to the Lot Owners or Members for any mistake of judgment, negligence, or otherwise, except for willful misconduct. To the extent permitted under the laws of South Carolina, the Lot Owners and Members shall indemnify and hold harmless the Board against all contractual liability to others arising out of contracts entered into by the Board on behalf of the Association, unless any such contract is contrary to the provisions of the Restrictive Covenants or of these Bylaws.

## **ARTICLE VI OFFICERS**

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary and/or Treasurer all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary. One person may hold more than one office.

Section 2. Duties. The duties of the officers are as follows:

- a. President. The President shall be the Chief Executive Officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of President of an incorporated nonprofit Association, including but

not limited to, the power to appoint committees from among the Lot Owners as appropriate to assist in the conduct of the affairs of the Association. The President shall sign all leases, mortgages, deeds and other written contracts and instruments and shall co-sign all checks and promissory notes, and perform all of the duties which may be delegated from time to time by the Board of Directors.

b. Vice-President. The Vice-President shall take the place of the President and perform the President's duties when the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other director of the Board to perform such duties on an interim basis. The Vice-President shall also perform other duties as requested by the Board.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and of the Association. The Secretary shall have charge of the record books and papers of the Association and shall authenticate the records of the Association.

d. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

Section 3. Election of Officers. The officers of Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 4. Removal of Officers. Upon an affirmative vote of a majority of the directors of the Board, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if he or she shall cease to be an Owner.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the Office.

## **ARTICLE VII COMMITTEES**

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") is a standing committee and is administered according to the Restrictive Covenants.

Section 2. Special Committees. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve at the pleasure of the Board and may be removed with or without cause by a majority vote of the Board.

Section 3. Termination. Special Committees formed by the Board may be terminated at anytime by a majority vote of the Board.

## **ARTICLE VIII NOTICE**

Section 1. Definition. Whenever under the provisions of the Covenants or these Bylaws notice is required to be given to the Board or a Member, it shall not be construed to require personal notice; but such notice may be given in writing, by first class, certified or registered mail, by depositing the same in a post office or letter box, in a postpaid sealed envelope, addressed to the Board, the Management Agent or the Member, at such addresses as appears on the books and records of the Association. Notice shall be deemed given as of the date of mailing.

## **ARTICLE VIII OBLIGATIONS OF THE OWNERS**

Section 1. Assessments for Common Expenses. All Owners shall be obligated to pay the Assessments imposed by the Association and to meet all Association expenses for upkeep and maintenance of Common Property as set forth in the Restrictive Covenants. No Owner may waive or otherwise escape liability for the Assessments provided for therein by non-use of the Common Area or abandonment of his Lot.

Section 2. Assessments to Remain in Effect Until New Assessments Made. The omission by the Board before the expiration of any year to fix the Assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of the Covenants and Bylaws or a release of any Owner from the obligation to pay Assessments, or an installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed by the Board at a duly held Board Meeting.

Section 3. Records. The Management Agent or Board shall keep detailed records of the receipts and expenditures affecting the Common Property and any other Association expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owners during reasonable business hours.

Section 4. Default in Payment of Common Charges. The Board shall take prompt action to collect any Assessment due from an Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Owner in paying Assessments, such Owner shall be obligated to pay interest, late charges, attorney's fees and collection charges as set forth in the Restrictive Covenants.

Section 5. Statement of Assessments. When requested in writing, the Board shall promptly provide any purchaser, Owner, mortgage or prospective mortgage of a Lot with a written

statement of all unpaid Assessments due from the Owner of that Lot for a reasonable fee. The purchaser or mortgagee's liability therefor shall be limited to the Assessment amount as set forth in the statement. Any mortgage holding a lien on a Lot may pay any unpaid Assessments payable with respect to such Lot and upon such payment such mortgage shall have a lien on such Lot for the amounts paid of the same rank as the lien of its encumbrance.

Section 6. Statement Upon Resale. No Owner shall convey or sell a Lot unless and until all unpaid Assessments against the Lot shall have been paid. Such unpaid Assessments, however, may be paid out of the proceeds from the sale of a Lot or by the Owner's grantee. Upon the written request of an Owner or the Owner's prospective purchaser, the Board or the Management Agent shall furnish a written statement of the unpaid Assessments due from such Owner for a reasonable fee, which shall be conclusive evidence of the payment of Assessments prior to the date of the statement. Further, the Association shall undertake to provide copies of the Restrictive Covenants, these Bylaws, or other materials regarding the Association upon the written request of an Owner in connection with the sale of a Lot. A reasonable charge may be made by the Board for the issuance of Assessment statements and Association materials.

Section 7. Maintenance and Repair. All maintenance, repair and replacement to the Common Areas, Recreational Area and any appurtenances thereto shall be made by the Board or its agent and shall be charged to all the Owners as Common Expenses, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of an Owner or the Owner's guest, in which such case the expense shall be charged to such Owner in the same manner as the Annual Assessment as set forth in the Restrictive Covenants and shall be continuing lien on the property .

Section 8. Right of Entry. An Owner shall grant the right of entry to the Management Agent or to any person authorized by the Board in case of any emergency originating in or threatening a Lot, whether the Owner is present at the time or not. All Owners shall permit other Owners, or their representatives, when so required, to enter their Lot for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, the right of entry shall be immediate.

## **ARTICLE IX ENFORCEMENT**

Section 1. In addition to such other rights as are specifically granted in the Articles of Incorporation, the Declaration or these Bylaws, the Board shall have the power, pursuant to the procedures set forth in this Section to enforcement the following:

- a. Failure to pay annual assessment or fee. In event that an annual assessment or of other fee that has merged and become part of the annual assessment as described herein is not paid by the deadline, the Board may collect said assessment by any means permitted by law, including but not limited to the foreclosure of the lien as described in the Restrictive Covenants. In addition to other remedies and means of collection, if the Owner

is delinquent in paying any assessment or other charges owed to the Association, the Board may:

- i. suspend any services provided by the Association to an Owner or the Owner's Lot,
- ii. suspend the Owner's right to vote,
- iii. suspend the Owner's right to use the Recreational Area and any recreational amenities with the Common Area.

b. Rule Violations. The Board shall have the power to impose sanctions for violations of the Restrictive Covenants, these Bylaws, Rules and Regulations adopted by the Association, or the Restrictive Covenants applicable to the properties, by an Owner, a member of his or her family, or any occupant, tenant, employee, guest, or invitee of the Owner. Sanctions may include, but are not limited to, reasonable monetary fines. Reasonable monetary fines shall be the greater of following:

- i. The costs actually incurred by the Association in abating such violation, without limitation, including attorney's fees, but in no event shall the sanction amount exceed the total actual cost incurred by the Association.
- ii. Ten (\$10.00) dollars per day, or part thereof, in which the violation continues to exist for a first violation. Twenty-five (\$25.00) dollars per day for a second violation of the same rules or regulations. One hundred (\$100.00) dollars per day for a third or subsequent violation.
- iii. Said fines shall constitute a lien or encumbrance upon the land and the Board shall have all the power to collect said charges as provided for annual assessments in the Restrictive Covenants.

c. Parking on the Street. The Board shall have the power to assess reasonable monetary fines for parking on the street without prior approval of the Board. Reasonable monetary fines shall be the greater of following:

- i. No fine shall be assessed for anyone parking on the street on a temporary basis. For purposes of these Bylaws and the Restrictive Covenants, temporary parking shall be defined as less and fifteen (15) minutes.
- ii. Prior to the issuance of fines for parking on the street, the Board shall cause a sign to be placed on both entrances to which states "No street parking greater than 15 minutes without prior approval of the Homeowner's Association. Violators will be fined and/or towed at homeowner's expense.
- iii. The Board or members of a committee appointed by the Board, may issue fines to the Owner of any property in which an Owner, a member of his or

her family, or any occupant, tenant, employee, guest, or invitee of the Owner caused a vehicle to be parked on the street without prior approval of the Board.

- iv. The amount of the fine for parking on the street for greater than fifteen (15) minutes without prior Board approval shall be Twenty-Five (\$25.00) dollars per incident. For the purpose of interpreting this section, each vehicle shall be considered a separate incident and each day shall be considered a separate incident.
- v. Said fines shall constitute a lien or encumbrance upon the land and the Board shall have all the power to collect said charges as provided for annual assessments in the Restrictive Covenants.

Section 2. Parking Permits. The Board shall issue Owners a permit to park on the street for special occasions. To obtain such a permit, the Owner shall contact the Board, or a designated agent of the Board, prior to the date the permit is needed. The Owner shall inform the Board, or its designated agent, the date, time, and location of the event in which the permit is needed.

- i. Each Owner is entitled to two (2) free permits per calendar year.
- ii. The cost of a permit in excess of the two (2) previously mentioned shall be fifty (\$50.00) dollars per permit. The cost of said permit must be paid to the Board prior to the issuance of the permit.

Section 3. Failure to Enforce. The failure of the Board to enforce any of the Rules shall not be deemed a waiver of the right to do so thereafter.

Section 4. Notice. Before imposition of any sanction, the Board of Directors or its delegate shall give the Owner written notice describing:

- i. the nature of the alleged violation
- ii. the proposed sanction to be imposed;
- iii. a period of not less than fifteen (15) days within which the Owner may present a written request for a hearing; and
- iv. a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board of Directors before the end of the period set forth in such notice (the "Notice Period"). Such notice will be sent by certified mail, return receipt requested. Notice sent by certified mail shall be deemed received on the third business day after same is deposited in the United States Mail. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting, unless appearance is made to protest the lack of notice.

- v. If a request for a hearing is not received before the end of the Notice Period, the sanction stated in the notice shall be imposed; provided, however, that the Board of Directors may waive any proposed sanction if the violation is cured before the end of the Notice Period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person. Such waiver shall not apply to sanctions for parking on the street.

Section 5. Hearing. If a hearing is timely requested, the hearing shall be held by the Board of Directors in executive session. The Owner shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanctions, if any, imposed, shall be placed in the minutes of the Board of Directors.

Section 6. Additional Enforcement Rights. Notwithstanding anything to the contrary in this section, the Board of Directors may elect to enforce any provisions of the Rules, without the necessity of compliance with the notice and hearing procedures set forth herein, by self-help methods (specifically including, but not limited to, the towing of Owners and tenant vehicles parked on the street or in violation of other parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonable attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

## **ARTICLE X INSURANCE**

The Board shall be required to obtain and maintain adequate insurance policies covering the Common Area, Recreation Areas and any appurtenances thereto without prejudice of the right of the Owner to obtain additional individual insurance policies at his or her owner expense. The Board shall be required to obtain and maintain adequate Directors and Officers Liability Insurance.

## **ARTICLE XI BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost or provided in electronic format.

## **ARTICLE XII AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members where a quorum is present, by a vote of a simple majority of the Members voting in person or via proxy.



## ARTICLE XIII MISCELLANEOUS MATTERS

Section 1. Number. When the context requires, the use of the singular includes the plural.

Section 2. Execution of Documents. The President, Vice President, or Secretary are responsible for preparing, executing, filing and recording amendments to the Covenants and Bylaws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.

Section 3. Fiscal Year. The fiscal year for the Association shall run from January 1<sup>st</sup> thru December 31<sup>st</sup>.

Section 4. Captions. The captions contained in these Bylaws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws of the intent of any provision of the Bylaws.

Section 5. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 6. Conflict. These Bylaws are set forth to comply with the requirements of the South Carolina Non-Profit Corporation Act of 1994, as may be amended from time to time. In the event of any conflict between these Bylaws and the provisions of such statutes of the Covenants, the provisions of such statutes or the Covenants, as the case may be, shall control.

Section 7. Rules regarding the rights and obligations of Members, as well as rules regarding the Association, are stated in the Declaration, which Declaration is hereby incorporated by reference and by such act the Declaration, as it may be amended from time to time, is expressly made a part of these By-Laws.

Section 8. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

*Signature on following page*

IN WITNESS WHEREOF, I, Seth Gottesman, being the President of the Silverleaf Homeowners Association, Inc. have hereunto set my hand this 27th day of September, 2019.

**SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**

Witnesses:

Marty C. Durham  
Katie Ridgeway

Seth Gottesman

By: Seth Gottesman  
Its: President

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

On this 27<sup>th</sup> day of September, 2019, before me, the undersigned Notary Public in and for South Carolina, personally appeared **Seth Gottesman** for **SILVERLEAF HOMEOWNERS ASSOCIATION, INC.**, personally known to me to be the person who executed the foregoing instrument, and acknowledgment executing the same for the uses and purposes and consideration stated therein.

Witness my hand and official seal this 27 day of September, 2019.

Katie Ridgeway  
Notary Public for South Carolina  
My Commission Expires: 3/14/21

