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COVENANTS, CONDITIONS, AND RESTRICTIONS

SILVERLEAF PROPERTY OWNERS' ASSOCIATION, INC.

These Covenants, Conditions and Restrictions were approved by the majority of voting members of the Silverleaf Property Owners' Association, Inc. (hereinafter referred to as the "Association" or the "POA"), at its Annual Meeting held on October 8, 2022, in Watauga County, Zionville, North Carolina 28698, with an effective date of November 1, 2022 (the "Effective Date"). These Covenants, Conditions, and Restrictions supersede and replace the Declaration of Restrictions, dated November 10, 1969, filed with the Registry of Watauga County on November 11, 1969, in Book 110 of Deeds, Page 338 *et seq.*, and the Declaration of Restrictions, attached as "Schedule B", to the North Carolina General Warranty Deed, dated May 10, 1995, recorded in the Registry of Watauga County on June 1, 1995, in Book 0329, Page 842 *et seq.*

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. New Construction. No trailers or manufactured homes, without a permanent foundation, may be utilized as a permanent residence. No off-grid living is authorized in the subdivision. No building, fence, sidewalk, wall, drive, or other structure shall be erected, placed, or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plans showing the proposed location of such building or structure, drives and parking areas, and construction schedule shall have been approved in writing by the Board of Directors of the POA. Refusal of approval of plans, location or specifications may be based by the Board of Directors upon any ground, including purely aesthetic considerations, which in the sole discretion of the Board of Directors shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors is given except by and with the written consent of the Board of Directors. No alterations in the exterior appearance of any building or structure shall be made without approval by the Board of Directors. One copy of all plans and specifications shall be furnished to the Board of Directors for their records.

2. Building location. No building shall be located closer than twenty feet (20') to the street line and not closer than fifteen feet (15') to the adjoining property line.

3. Temporary living during construction. During construction, homeowners may reside in a camper or recreational vehicle if electrical and plumbing hook-ups are accessible. Homeowners

may continue this arrangement for up to one year with any requests for an extension of time to be submitted in writing to the Board of Directors for approval.

4. Usage. All lots shall be used for residential purposes or designated as rental properties. Homeowners may conduct an internet-based or a private business from their home, except for a business requiring customers or clients visiting the residence within the subdivision. Homeowners are not authorized to erect business signage on their property for advertising purposes.

5. Ingress/Egress. The POA shall have the unrestricted and absolute right, but not the obligation to, deny ingress to any person who, in the opinion of the POA, may create or participate in a disturbance or nuisance on any part of the property, provided that the POA shall not deny an owner the right of ingress and egress or right to obtain utility services to any portion of the property owned by such owner.

6. Common Roads. The POA reserves the right to, but shall not have an obligation to, adopt reasonable rules and regulations pertaining to the use of all common roads.

a. Control and regulate all types of traffic on the common roads, including the installation of gatehouses and gate systems, if the POA so elects. The POA is responsible for the maintenance and keeping the roadways, ditches, and the gate area unobstructed. Homeowners and visitors are prohibited from tampering with the gate or obstructing the roadways.

b. No original lot shall be subdivided into less than one half acre building lots including the portion of the lot designated as road and utility right-of-way. All road rights-of-way will be thirty feet (30') in width with a fifteen foot (15') utility easement on each side of the road making a total of sixty feet (60') in width designated as a public right-of-way.

c. The POA may post speed limit restrictions and prohibit use of the common roads by traffic or vehicles (including, without limitation, motorcycles, "go-carts," all-terrain vehicles, utility vehicles) which, in the sole discretion of the POA, would or might result in damage to the common roads or create a nuisance for the residents.

d. The POA may control and prohibit parking on all or any part of the common roads and may designate parking areas with a signage. The POA acknowledges that parking is limited, mostly during inclement winter weather conditions, and all homeowners and guests should be aware and prepared for parking contingencies.

e. The POA may remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other obstruction, natural or artificial, which is placed or located on the Property if the location of the same will, in the sole discretion of the Board of Directors of the POA, impede the safe movement or obstruct the vision of a motorist. The property owner shall receive notification in writing and have a period of 30 days in which to correct or remedy the issue.

7. Quiet Hours. “Quiet Hours” are from 11:00 p.m. – 7:00 a.m. All owners, guests, and renters are expected to respect their fellow community members and adhere to quiet hours and modify activities, including:

a. Moving outdoor parties with loud music, etc. indoors when quiet hours begin or turn down music if people are staying outside. Music should not be heard by neighbors;

b. Ceasing all shooting of firearms or other activities causing loud noises, bangs, or explosions during quiet hours. This still allows night-time shooting of firearms. Most homeowners do not allow hunting on their property and anyone wanting to hunt should obtain prior approval from homeowners.

c. Fireworks are authorized within Watauga County and may be set-off on properties; however, no fireworks are permitted after Quiet Hours begin. The POA authorizes an exception for New Year’s celebrations for fireworks to be set off from 11:00 p.m. until 0030 a.m. each year.

8. Property Maintenance. The POA encourages homeowners to enjoy their residences, maintain their own privacy, and maintain the values of their residences without impeding on neighbors’ privacy, which is beneficial to all community members:

a. Owners’ responsibility for yard maintenance, including:

1. Landscaping maintenance, not impeding road and its right-of-way on each side (during summer and winter maintenance), including downed trees or branches that fall into the roadway. Homeowners will be notified in writing by the Board of Directors if the property or driveway runoff is causing damage to the roadway. It is the responsibility of individual homeowners to adjust grading on their property to prevent damage to the primary road. Homeowners may request assistance from the professional hired by the Board of Directors to maintain the roads or enter into a private contract with that individual or other professionals for services.

2. Items to be stored on properties should be out of view from the road (i.e., non-working vehicles, vehicle parts, trash, equipment, household appliances (i.e., toilets, tubs)), or other items commonly referred to as “junk.”

3. Complaints about environmental hazards, or unsightly junk (anything emitting fumes, smells, or leaking fluids (i.e., oils, antifreeze, etc.)) should be submitted to the Board of Directors who will work with the homeowner to rectify the situation.

9. Recreational vehicles (4-wheelers, 3-wheelers, Side-by-Sides, dirt bikes or other types of recreational vehicles)

a. The POA allows owners and guests to use recreational vehicles, without any responsibility or liability for bodily injuries or damage to personal property, on the roads within the community and expects that riders will obey safety rules while operating the vehicles. Homeowners are responsible to ensure family members, guests, and renters, if applicable, are aware of the requirement to adhere to rules of safe operation. Homeowners assume all risk and responsibility of operation of the vehicles.

b. Safe operation includes speed considerations, safety gear, and consideration for other vehicles on the road.

d. Operators are required to consider the safety of any walkers, hikers, or runners sharing the roads.

10. Rental properties: The POA authorizes homeowners to operate rental properties; however, the number of rental properties shall not exceed fifteen percent (15%) of the total number of homes in the subdivision. Prior to listing the property as a rental, the homeowner shall submit the request to the Board of Directors for prior approval, which shall not be unreasonably delayed. Homeowners shall pay a rental property assessment fee, as may be amended from time to time, and authorized in the bylaws of the POA. Once the homeowner no longer wishes to rent the property, it is the homeowner's responsibility to notify the Board of Directors promptly which will update its records. It is the owner's responsibility to provide parking at the rental property and to inform renters of the rules of the subdivision and considerations for winter visits.

11. Animals: The POA authorizes domestic pets and animals, including chickens, goats, horses, donkeys, miniature donkeys, ducks, geese, birds, and other fowl; however, it is the homeowner's responsibility to abide by local county animal care regulations and state laws. No cattle, pigs, dangerous or exotic animals, or commercial breeding facilities are allowed.

These Covenants, Conditions, and Restrictions shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from November 1, 2022, after which time the restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants, conditions, and restrictions in whole or in part.

In the event of a violation or breach of any of these covenants, conditions, and restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction, or condition contained in these Covenants, Conditions, and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Covenants, Conditions, and Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

IN WITNESSETH WHEREOF, the voting members hereto have caused this Covenants, Conditions, and Restrictions to be duly executed as of the Effective Date written above.

William J. McGowan
President, Board of Directors
Silverleaf Property Owners' Association, Inc.

NORTH CAROLINA
WATAUGA COUNTY

I, _____ a Notary Public certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing Covenants, Conditions, and Restrictions for the purposes therein expressed.

Date

Notary
My Commission expires: _____

Dean Collins
Vice President, Board of Directors
Silverleaf Property Owners' Association, Inc.

NORTH CAROLINA
WATAUGA COUNTY

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Date

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My Commission expires: _____

*And so on Each **Board member will be listed and then each voting member** who wishes to approve the CC&Rs will be listed **OR** be able to have a separate page with their signature and notarial certificate and then all will be combined together into one document before being filed at the Register of Deeds Office at the Watauga County Courthouse. Obviously, we will try to get as many signatures onto one page as possible but for those who are out of town, the separate page will be an option.*