

STATE OF SOUTH CAROLINA } COVENANTS, CONDITIONS  
 } AND RESTRICTIONS FOR  
 COUNTY OF GREENVILLE } **KING'S CROSSING SUBDIVISION**

WHEREAS, Mark III Properties, Inc. ("Declarant") is the Developer of a certain tract of land located near East Georgia Road near the City of Simpsonville known as **King's Crossing Subdivision**, containing 8.74 acres, more or less, shown on a plat for Mark III Properties, Inc., made by 3D Land Surveying, Inc, dated December 16, 2015 and recorded in Plat Book 1730 at Page 0043 on Feb 9, 2016 in the Register of Deeds of Greenville County, South Carolina (the "Plat") and reference to which Plat is hereby craved for a description of such property (hereinafter the "Real Property").

WHEREAS, Declarant is owner of the real property and desires to impose certain restrictive covenants upon the Real Property for the benefit of Declarant and Approved Builders for so long as either may own any of the Real Property and thereafter in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the Real Property, and to maintain the desired quality of the community;

NOW, THEREFORE, Declarant hereby declares that the Real Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with, the Real Property and be binding on all parties having any right, title, or interest in the Real Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I - DEFINITIONS**

Section 1. "Association" shall mean and refer to **King's Crossing Homeowners' Association, Inc.**, a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a portion of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Subdivision" and "Property" shall each mean and refer to that certain Real Property herein before described, and such Additional Property thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown on the Plat but specifically excluding Common Area.

Section 5. "Declarant" shall mean and refer to **Mark III Properties, Inc.** a South Carolina corporation, and its successors and assigns to whom the rights of Declarant are specifically assigned as evidenced by an instrument signed by Declarant and recorded in the Office of Register of

Deeds for Greenville County, South Carolina. Declarant may, at its option, assign only a portion of its rights hereunder, or all of such rights in connection with the appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise those rights assigned to it by the Declarant. Any such assignment may be made on a non-exclusive basis. At such time as Declarant no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration shall inure to the Association.

Section 6. "**Approved Builder**" shall mean and refer to those builders which have purchased lots from Declarant for the purpose of constructing homes for sale in the Subdivision.

Section 7. "**Common Area**" shall mean and refer to all Real Property shown and designated on the Plat as "Common Area" and/or "Open Space", including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be owned by the Association for the common use and benefit of the Owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Area, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 8. "**Additional Property**" shall mean and refer to any real property adjacent to or in the general vicinity of the subject Property which may be available for development as part of the Subdivision.

Section 9. "**Board**" shall mean and refer to the Board of Directors of the Association.

Section 10. "**Declaration**" shall mean and refer to this declaration of Covenants, Conditions, Easements and Restrictions, as the same may be amended from time to time.

Section 11. "**Plat**" shall mean and refer to the Initial Plat and any subdivision plat of Additional Property that is made subject to this Declaration and recorded in the Office of the Register of Deeds of Greenville County, as they may be amended or superseded by one or more subsequently recorded plats.

Section 12. "**Director**" shall mean and refer to the County of Greenville Administrator for Public Works or any of that person's duly authorized representatives.

Section 13. "**Storm Water Management Facility**" shall mean and refer to any structural storm water management measure used to treat storm water runoff including, but not limited to basins, ponds, proprietary devices, low impact development features, water quality buffers, filtration and/or other treatment devices.

## ARTICLE II - PROPERTY RIGHTS

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall be a member of the Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance and lighting of entrances, the Common Area, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expenses.

(b) The right of the Association and Declarant to suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations and the right of the Association to impose fines for such infractions;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority;

(d) The right of the Association, in accordance with the Articles of Incorporation and its Bylaws, to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purpose of improving the Common Area and facilities thereon; providing that no such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by members holding two-thirds (2/3) of the votes in the Association; and

(f) The right of the Association to exchange portions of the Common Area with the Declarant for substantially equal areas of a Lot for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or for any other purpose or reason.

**Section 2. Declarant's Covenant to Convey Title to Common Area.** Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to its property designated herein as Common Area to the Association anytime before such time as the Declarant conveys the last Lot to some person other than Declarant. The Common Area shall be free from any monetary liens but subject to easements of record, including any easements established by this Declaration. The Association shall accept the conveyance of all such Common Area and Storm Water Management Facilities pursuant to this Section.

### ARTICLE III – THE ASSOCIATION

**Section 1. Membership.** Every Owner, including Declarant, of a Lot will be a member of the Association. Ownership of a Lot will be the sole qualification for such membership. If fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

**Section 2. Voting Rights.** The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all Owners, with the exception of the Declarant and Approved Builder(s), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as the owners of the specific Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B member(s) shall be the Declarant and any Approved Builder(s) who own a Lot within the Subdivision, and shall be entitled to three (3) votes for each Lot owned by Declarant or Approved Builder(s), respectively.

The Class B membership shall cease and be converted to Class A membership when Declarant and any Approved Builder(s) elect by written notice to the Association to convert their Class B membership to Class A membership or when the last lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or Approved Builder.

**(a)** Only those members in good standing and eligible to vote pursuant to the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

**(b)** When any Lot of a Class A Member is owned in the name of two or more persons, other than a legally married couple (either of whose vote will bind both), by an entity, or in any other manner of joint or common ownership, the vote for such Lot will be exercised as such co-Owners determine among themselves and advise the secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, which will be delivered to the secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

**Section 3. The Board.** The Board shall consist of three (3) members who will govern the Association pursuant to its Bylaws. So long as the Declarant is a Class B Member of the Association, the Board will consist of three (3) members appointed by the Declarant. Thereafter, the Board will consist of three (3) members elected as provided in the Bylaws of the Association.

**Section 4. The Bylaws.** Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws of the Association. The Bylaws of the Association shall be kept on file with the Association and made available to all Owners as required by applicable law.

At the time of assignment of all remaining Declarants Rights to the Association, if Bylaws have not been established and placed on file with the Association, a Board as elected by the membership (as determined by three (3) persons obtaining the most votes of all votes cast at an Annual Meeting either in person or by proxy) shall draft and execute Bylaws for the Association.

#### **ARTICLE IV - MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) a one-time Initiation Fee (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as herein provided. The Fee and annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose and Use of Assessments.**

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to,

- i. the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area;
- ii. the payment of taxes assessed against the Common Area;
- iii. the maintenance of water and sewer mains in and upon the Common Area;
- iv. the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including

- medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area,
- v. the procurement and maintenance of insurance in accordance with the Bylaws;
  - vi. the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area, if any as well as the maintenance of dams and areas surrounding such water;
  - vii. the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat;
  - viii. the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets (whether public or private);
  - ix. the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;
  - x. the costs associated with duties of the Architecture Review Committee;
  - xi. the employment of attorneys and other agents to represent the Association when necessary;
  - xii. the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

**Section 3. Initiation Fee.** Upon the sale of each and every Lot after it has been improved with a residence for which a Certificate of Occupancy has been issued, an Initiation Fee set by the Declarant and thereafter by the Board shall be collected from the Purchaser (at closing or occupancy whichever occurs first) for the benefit of the Association. The Initiation

Fee shall be collected each and every time the lot legally changes title and shall not be prorated. The Initiation Fee shall be used for the same purposes as those described in Article III, Section II herein.

**Section 4. Annual Assessment.** The initial annual assessment shall be set by the Declarant. Once the initial annual assessment has been set, the annual assessment shall be paid on a calendar year basis unless changed by the Board.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each year by the Declarant or the Board by not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased above ten (10%) percent of the maximum assessment for the previous year only upon approval of two-thirds (2/3) of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized in Section 4 above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall be approved by a vote of 2/3 of all Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

**Section 6. Notice and Quorum for any Action Authorized under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast forty (40%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots owned by Class A Members as of December 31 of the year prior to this Declaration. The first annual assessment shall be adjusted

according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding the provisions of this Section 8, lots owned by Declarant or Approved Builder(s) shall be exempt from assessments during Declarant's or Approved Builder(s)' ownership of the Lot(s), and the annual assessment for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

**Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be subject to a \$25 late fee and bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the assessment.

**Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association.** Upon default by the Association in the payment to the appropriate governmental authority of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes, assessments, and penalties due the governmental authority by the total number of Lots in the Subdivision. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or equity or may elect to foreclose the lien against the Lot of the Owner. This Section shall not become applicable until Class B membership ceases to exist.

**Section 11. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 12. Obligation of the Declarant with respect to Maintenance Assessments.** So long as the Declarant owns at least one lot in the subdivision, Declarant may opt to either pay all expenditures in excess of collections (deficit funding) or choose to have its lots subject to the regular

assessments.

## **ARTICLE V – COVENANT FOR STORM WATER MANAGEMENT FACILITIES**

**Section 1. Responsibilities and Maintenance of Common Areas.** Subject to the provisions of Article II, Section 2 of this Declaration, the Declarant and its successors and assigns, including the Association, will own and maintain the Common Area and all Storm Water Management Facilities (structural and non-structural) located within the Common Area, including but not limited to, structural and non-structural Storm Water Management Facilities, buffers, low impact development and associated elements. Within these areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the performance of storm water features, easements, buffer areas or which may change the direction of flow of storm water or drainage channels, or obstruct or retard the flow of water through the storm water features in these areas.

Pet waste signs/stations, which are shown on the final plat if required, are to be located in all Common Areas used for recreation to encourage all homeowners to dispose of their pet waste appropriately. The Association will be responsible for maintaining, repairing, and/or replacing the sign/stations.

**Section 2. Adherence to Storm Water Management Plan.** The Association shall maintain the Storm Water Management Facilities in accordance with the approved Storm Water Plan and the recorded Storm Water Management Facility Maintenance Agreement for each element of the Storm Water Management Facilities, including manufactured devices.

- (a) The Declarant, its heirs, successors and assigns, will perform the work necessary to keep the facilities in good working order as appropriate.
- (b) [Omitted]
- (c) No alterations of the Storm Water Management Facilities and appurtenances thereto will be permitted without prior written consent and approval of the Storm Water Permitting Agency.
- (d) All property owners in all phases of development in the Subdivision shall be equally responsible for inspection, maintenance, and repair of all Storm Water Management Facilities in the subdivision in the absence of a homeowner's or property owners association as shown on the recorded Storm Water Management Facility Maintenance Agreement.
- (e) Easements for Storm Water Management: For those Storm Water Management Facilities not located within a Common Area owned by the Association, there shall be a non-exclusive perpetual easement upon, over, under and across all portions of the Property utilized for the surface water or storm water management system. Additionally, the Association shall have a perpetual

nonexclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the storm water permitting agency.

**Section 3. Right of Access.** Any authorized agent shall be allowed the right of ingress and egress over the Property and any easement areas, at a reasonable time and in a reasonable manner, for the purpose of operation, maintenance, or repair of the Storm Water Management Facilities, as required.

**Section 4. Responsibilities of Owners.**

- a. Lot Development. During the construction or renovation of a dwelling, the Owner's builder shall control erosion and sedimentation during and after construction, stabilize cleared areas, limit stockpiles, protect storm water inlets during construction, remove temporary control systems after construction, and limit the placement of gutters and drains. The Owner's builder shall comply with the local government and the Storm Water Management Plan requirements for erosion and sediment control.
- b. Interference with Storm Water Management System Elements. Owner will not interfere with any Storm Water Management System Elements on Homeowner's Lot so as to preclude the function of the element. This includes LID elements, which are incorporated into the Storm Water Management System.
- c. Altering Flow of Surface Water Drainage. Owner will not alter, change or obstruct the flow of any surface water drainage in a Storm Water Management System Element on the Owner's Lot.
- d. Use of Area of Lot Subject to Storm Water Management System Easement. Owner may use any portion of Homeowner's Lot subject to a Storm Water Management System Easement so long as Owner's use is not inconsistent with the Storm Water Management System Easement.

**Section 5. Additional Resources.** The Association should work with the Soil & Water Conservation District to be proactive in Environmental Education (good housekeeping practices) of homeowners and residents within the subdivision to include, but not be limited to: purpose of storm water management & features; car washing; disposal of yard waste; pet waste impact and disposal; use of fertilizers and herbicides; use and proper disposal of oils from cars, motorcycles and lawn mowers, carpet cleaning water and cooking grease.

## **ARTICLE VI – ARCHITECTURAL CONTROL**

Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee which will be comprised of at least three (3) members.

**Section 1. Plan of Design Approval.** All residences, outbuildings, and other structures initially constructed within the Subdivision by an Approved Builder (collectively, “Initial Improvements”) shall be built in accordance with plans and specifications which have been previously approved by Declarant. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements constructed by Approved Builder. Other than the Initial Improvements constructed by Approved Builder, no building, fence, wall, porch, deck, or any other structure or improvement (collectively, “Improvements”), including, without limitation, the alteration or painting of the exterior surface of any Improvement, shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Architecture Review Committee. No subsequent alteration or modification of any Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architecture Review Committee in accordance with the provisions of this Declaration.

**Section 2. Architecture Review Committee.** Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee, the exact number of members of the Architecture Review Committee being designated by Declarant from time to time. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant’s concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the Architecture Review Committee, Declarant, for so long as it has the authority to appoint the members of the Architecture Review Committee, and thereafter the Board, shall have full authority to designate and appoint a successor. Members of the Architecture Review Committee may be removed and replaced at any time with or without cause, and without prior notice, by Declarant, for so long as Declarant has the right to appoint the members thereof, and thereafter by the Board. Subsequent to the expiration of Class B membership (and earlier if Declarant specifically assigns this right to the Board), the Board shall designate the number of and appoint the members of the Architecture Review Committee on an annual basis. At any time, Declarant may elect not to designate the number of and/or appoint the members of the Architecture Review Committee and may assign this right to the Board.

**Section 3. Procedure.** No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot or Common Areas, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the

Architecture Review Committee.

**Section 4. Rejection of Plans and Specifications.** The Architecture Review Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed in the Subdivision.

**Section 5. Submittal of Plans to Architecture Review Committee.** Prior to the commencement of any construction, each Owner shall submit to the Architecture Review Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction; and,
- (g) a statement of the estimated completion dates of all construction and improvements.

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architecture Review Committee of King's Crossing HOA c/o HOA Community Management at 400 Regent Park Ct, Suite 100, Greenville, SC 29607 or their designee. One complete set shall be retained by the Architecture Review Committee and the second complete set shall be returned to the applicant, with the Architecture Review Committee's approval or disapproval clearly noted thereon.

**Section 6. Effect of Failure to Approve or Disapprove.** In the event the Architecture Review Committee, or its designated committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted, such approval will be automatic. The terms "Building" or "Improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

**Section 7. Hardships.** The Architecture Review Committee is authorized to modify or amend, during or before the construction or alteration of any Improvement, the provisions of this Declaration concerning set-back and location and size of Improvements for any particular Lot if in the reasonable opinion of the Architecture Review Committee, such shall be necessary to prevent

undue hardship.

**Section 8. Enforcement.** In addition to the rights of the Declarant and the Association to enforce the provisions of this Declaration as set forth hereinafter, the Architecture Review Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. In the event that the Architecture Review Committee, the Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article V, the Architecture Review Committee, the Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot.

**Section 9. Reservation of Rights by Declarant.** The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth in this Declaration to any assignee at Declarant's sole discretion.

**Section 10. Exculpation.** Neither Declarant, any Approved Builder nor any member of the Architecture Review Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architecture Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architecture Review Committee. FURTHER, NEITHER DECLARANT, ANY APPROVED BUILDER NOR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE SHALL BE LIABLE FOR DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURE REVIEW COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURE REVIEW COMMITTEE FOR APPROVAL AGREES, BY THE SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, APPROVED BUILDER, THE ASSOCIATION, THE ASSOCIATION'S BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

**Section 11. Maintenance of Lot.** It shall be the responsibility of each Owner of a Lot to

prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a lot and/or which shall otherwise tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. Owners shall follow the Requirements for maintenance set forth in any applicable Landscaping Guidelines provided to the Owners by the Declarant and/or the Association. All Improvements on the lot shall be kept within reasonable neighborhood standards as determined by the Architecture Review Committee. In the event the requirements of this section are not adhered to, the Association shall send written notice to the Owner via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion hire contractors or other personnel to correct said violation and bill the Owner for all costs incurred. The amounts owed shall, if not paid, become a lien on the Lot as specified herein.

## **ARTICLE VII - USES PERMITTED AND PROHIBITED**

**Section 1. Residential Use of Property.** All Lots in the Subdivision shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

**Section 2. Use of Outbuildings and Similar Structures.** No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architecture Review Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home or mobile home shall be placed on any Lot either temporarily or permanently.

**Section 3. Trailers, Boats, Boat Trailers.** Any boat or boat trailers, camping trailer, recreational vehicle, utility trailer and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous or shall be within a covered and screened area and such placement is subject to Architecture Review Committee approval. The Architecture Review Committee may ask that such equipment be removed at any time it is deemed to be a nuisance by the Board or the Architecture Review Committee. A Special Individual Assessment will be imposed all cost or expenses incurred by the Association and or the Architecture Review Committee in connection with any violation of this Section.

**Section 4. Offensive Activities.** No obnoxious or offensive activity shall be permitted anywhere on a Lot or Common Areas nor shall anything be done which may become an annoyance, nuisance, or menace to the Subdivision. No Lot or any part thereof shall be used for any business, commercial, or public purpose.

**Section 5. Livestock.** No animals shall be kept, maintained, or quartered on any Lot or tract in the Subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

**Section 6. Aesthetics, Natural Growth, Screening.** Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property.

Clotheslines and portable basketball goals shall not be allowed. No bird baths, vegetable gardens, frog ponds, lawn sculpture, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot and the installation or location of a swing set and/or permanent basketball goal on a Lot must receive prior written approval of the Architecture Review Committee.

**Section 7. Vehicles.** Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Architecture Review Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored within the Subdivision. No passenger vehicles without current registration and license tags will be allowed in the Subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed in the Subdivision at any time.

Street parking shall be for temporary parking only and is prohibited as a long term parking solution. The Board or its designee shall have the specific right to impose Special Individual Assessments for extended on-street parking. Special consideration may be granted by the Board for extenuating circumstances.

**Section 8. Garbage and Refuse Disposal.** No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall only be temporarily stored awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition. Any container used to store garbage, refuse and debris until collected by public or

private waste disposal service shall be stored on each Lot so that it shall be out of sight from all streets. All containers shall be removed from the street within twenty-four (24) hours of garbage pick-up.

**Section 9. Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor fire pit may be approved by written approval from the Architecture Review Committee as further described herein.

**Section 10. Fences and Walls.** All fences, walls and other screens or types of barriers must be approved prior to installation or alteration. Both material and locations of any fences, walls and other screens or types of barriers must be expressly approved in writing by the Architecture Review Committee.

**Section 11. Above Ground Pools.** No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable for temporary periods of time.

**Section 12. Garages.** No residence shall be constructed without having at least a one-car garage which will be maintained permanently as a functional garage, with the exception that sales models constructed by Approved Builder(s) are not required to have functional garages while they are being used as sales models; however, there must be space to be converted to functional garage space upon conveyance of the Lot to a Class A Member.

**Section 13. Driveways and Entrances to Garages.** All driveways and entrances to garages shall be concrete or other substance approved in writing by the Board or the Architecture Review Committee and of a uniform quality.

**Section 14. Signage.** No signs shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot, providing such sign is approved by the Architecture Review Committee. Further, so long as Class B Membership exists, Declarant reserves the right to place additional signs as needed within the Subdivision. The Board through the Architecture Review Committee reserves the right to allow additional signs as deemed appropriate after Class B Membership ceases

**Section 15. Mailboxes.** All residences shall have a special mailbox which will be available from a source to be specified by Declarant. Cluster Box Units as required by the USPS shall be located throughout the neighborhood. Initial placement of these units shall be determined by Declarant and/or Approved Builder with maintenance being the responsibility of the Association.

**Section 16. General Rules and Regulations.** The Board shall have the power to formulate, publish, and enforce reasonable general rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas. Such rules and regulations, along

with all policy resolutions and policy actions taken by the Board, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

## **ARTICLE VIII – EASEMENTS**

**Section 1. Easements Along Lot Lines.** In addition to other easements as are shown on the Plat, a five foot easement is reserved over and across each side and rear lot line, and a ten foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two Lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated Lot.

**Section 2. Reservation of Right to Grant Utility Easements.** Declarant specifically reserves the right to grant specific easements to any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placement of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the Plat. An easement for the installation and maintenance of utilities and drainage facilities is hereby reserved over all streets and easements.

**Section 3. Access Easement.** Easements for access to the Subdivision are reserved as indicated on the Plat and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the areas designated as a “Court,” “Drive,” “Road or “Street” on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision, subject to Declarant's right to amend the Plat in the future. Declarant specifically reserves the right to dedicate or convey any street, road or driveway to any governmental entity at any time following the date hereof without the consent or approval of any Owner or the Association.

**Section 4. Conservation Easement.** If applicable, as shown on the Plat referenced in this Declaration, the Open Space is hereby placed in a permanent Conservation Easement to be owned and maintained by the Association or jointly by all owners of lots in the Subdivision in the absence of an HOA, which cannot be disturbed in any manner adverse to the purpose of the Easement, which is to protect and to preserve the natural quality of the Open Space, without the express written consent of Greenville County.

## **ARTICLE IX- SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS**

**Section 1. Setbacks.** No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the Plat. Any such building shall

face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architecture Review Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

**Section 2. Detached Buildings.** Detached buildings, approved as provided in this Declaration shall be of the same exterior material as the house on the Lot and of a size no greater than 12' x 12' and shall be placed no nearer to any Lot line than the distance determined by applicable building codes. **LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURE REVIEW COMMITTEE.**

**Section 3. Barriers and Obstructions.** No wall, fence, or hedge shall be erected between the street and the front corner of the main body of a house on any Lot. Subject to approval by the Architecture Review Committee, wood fences with a maximum height of six (6') feet are required on the line facing the street and can be placed no closer to the street than the middle of the house on any Lot.

**Section 4. No Subdivision of Any Lot.** No Lot shall be recut so as to face in any direction other than is shown on the Plat nor shall it be recut so as to make any building site smaller than is provided for on the Plat.

#### **ARTICLE X – GENERAL AND MISCELLANEOUS PROVISIONS**

**Section 1. Enforcement.** The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws of the Association. The Declarant or the Association shall have the right to impose fines for infractions of such restrictions. In the event that the Declarant, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Association and any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the Subdivision to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amplification.** The provisions of this Declaration are amplified by the Bylaws of the Association as may be adopted by the Association, but no such amplification shall

alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

**Section 4. Term.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless expressly terminated by an instrument signed by Owners owning not less than two thirds (2/3) of the Lots.

**Section 5. Amendment.** Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners or Members so long as Declarant owns at least one (1) Lot in the Subdivision. After Class B membership has ceased, this Declaration may be amended by an instrument signed by not less than sixty seven (67%) percent of the Lot Votes as provided for in this Declaration. Any amendment must be recorded in the Register of Deeds of Greenville County, South Carolina. As long as Declarant or any Approved Builder owns any Lot in the Subdivision, no amendment shall be effective without the written consent of Declarant or Approved Builder.

**Section 6. Annexation.** Additional Property may be annexed into the Subdivision and made subject to this Declaration by unilateral act of Declarant and without the consent of the other Owners within ten (10) years of the date of this instrument; provided, however, that should Declarant elect to improve and develop all or part of the Additional Property as part of the Subdivision, Declarant shall not have the right to impose covenants and restrictions which are materially different from those contained herein without the written approval of the Association.

**Section 7. Notice of Conveyance.** The Owner of each Lot shall cause written notice to be delivered to the Association upon the conveyance of any Lot by the Owner, advising the Association of the conveyance.

#### **ARTICLE XI - SPECIAL PROVISIONS WITH RESPECT TO DECLARANT AND APPROVED BUILDERS**

**Section 1. Assignment.** Declarant may assign all or any portion of its rights hereunder in one or more assignments, and may assign its rights with respect to all or any portion of the Property in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed to be Declarant, but may exercise those rights assigned to it by Declarant. Any such assignment may be

made on a non-exclusive basis. Upon any assignment of all of the Declarant's rights hereunder to one assignee, such assignee shall be deemed to be the "Declarant" for all purposes of this Declaration. At such time as Declarant is no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration will be automatically assigned to and will inure to the Association.

**Section 2. No Obligation with Respect to Additional Development.** Nothing in this Declaration shall be construed to require Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

**Section 3. Special Rights of Declarant and Approved Builders.** In addition to the rights and reservations of Declarant and Approved Builders described elsewhere in this Declaration, and notwithstanding any other provisions of this Declaration, the Bylaws of the Association or any rules promulgated by the Association to the contrary, the following provisions shall apply for so long as Declarant or any Approved Builder owns any portion of the Property:

(a) It shall be expressly permissible for Declarant and Approved Builders to maintain and carry on upon portions of the Common Area and public streets such facilities and activities as, in the sole option of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. Declarant and Approved Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by Declarant and any Common Area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

(b) Declarant reserves to itself and shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any owner other than the owner(s) of the lots which have boundaries being altered.

(c) Declarant may, without the consent of any owner, the Board, the Association or the Architecture Review Committee, include in any contract or deed hereafter executed covering all of any portion of the Subdivision, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Subdivision.

(d) No person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting all or any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently consented to by Declarant in an instrument signed by Declarant and recorded in the public records.

