

STATE OF SOUTH CAROLINA	}	COVENANTS, CONDITIONS
	}	AND RESTRICTIONS FOR
COUNTY OF SPARTANBURG	}	KEN'S CROSSING ASSOCIATION

WHEREAS, Declarant is the developer of a certain tract of land located in Spartanburg County, known as *Ken's Crossing*, containing 8.4 acres, more or less, shown on a plat for VGO Holdings, LLC, made by 3D Land Surveying, dated 10/2/25 and recorded in Plat Book 188 at Page 106 on OCTOBER 2nd, 2025 in the Office of Register of Deeds for Spartanburg County, South Carolina (said plat along with any amendments or modifications thereto shall be referred to herein as the "Plat") and reference to which Plat is hereby craved for a complete metes and bounds description.

WHEREAS, the Declarant desires to impose certain restrictive covenants upon the Property in order to ensure its use for residential purposes, to prevent impairment of the attractiveness of the Property, and to maintain the desired quality of the Subdivision with no greater restriction on the free and undisturbed advantages to the other Lot owners.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, and used subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property and be binding on all parties having any right, title, or interest in the 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. **"Additional Property"** shall mean and refer to any additional real estate that is or may become contiguous, adjacent to, or neighboring the Property, all or a portion of which may be made subject to the terms of the Declaration in accordance with the provisions of this Declaration.

Section 2. **"Annual Assessment"** shall have the meaning set forth in Article IV, Section 4 of the Declaration.

Section 3. **"Approved Builder"** shall mean and refer to those builders which have been selected by Declarant to construct Townhouses for sale in the Subdivision.

Section 4. **"Articles of Incorporation"** shall mean and refer to the articles of incorporation of the Association filed with the Secretary of State of South Carolina, as amended and modified from time to time.

Section 5. **"Association"** shall mean and refer to **Ken's Crossing Association**, a South Carolina non-profit corporation, its successors and assigns.

Section 6. **"Board of Directors"** or **"Board"** shall mean and refer to the body responsible for administering the Association, selected as provided in the Bylaws and serving the



same role as the board of directors under South Carolina corporate law.

Section 7. **“Bylaws”** shall mean and refer to the bylaws of the Association, as amended and modified from time to time.

Section 8. **“Common Area”** and **“Common Area(s)”** shall mean and refer to those portions of the Property that are 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 together with any other portions of the Property or any Additional Property that shall be designated by Declarant or the Association (as the case may be) as **“Common Area”** in a recorded amendment to this Declaration or in some other recorded document. To the extent any roads or streets in the Subdivision are private roads or streets which have not been dedicated to any public agency or authority, said private roads or streets shall expressly be included as part of this definition of **“Common Area”** and **“Common Area(s)”** as used in this Declaration.

Section 9. **“Declarant”** shall mean and refer to **VGO Holdings, LLC**, a South Carolina limited liability company, and its successors and assigns to whom the rights of Declarant are specifically assigned as evidenced by an instrument signed by Declarant and recorded with the Office of the Register of Deeds for Spartanburg 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 without further action to the Association.

Section 10. **“Declaration”** shall mean and refer to this Covenants, Conditions, and Restrictions for Ken’s Crossing Subdivision, as it may be amended or supplemented from time to time.

Section 11. **“Director”** shall mean and refer to the person or office designated as responsible for such matters by the municipal corporation in which the Subdivision is located.

Section 12. **“Initiation Fee”** shall have the meaning set forth in Article IV, Section 3 of the Declaration.

Section 13. **“Lot”** shall mean and refer to any numbered plot of land shown on the Plat, excluding the Common Area(s).

Section 14. **“Member”** shall mean and refer to every person or entity who holds membership with voting rights in the Association.

Section 15. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including Declarant if it owns a Lot and any Approved Builder that owns a Lot, but excluding those persons having such interest merely as

security for the performance of an obligation.

Section 16. **“Plat”** shall mean and refer to: (i) the plat of Ken’s Crossing, recorded in Plat Book _____, Page _____ in the Office of the Register of Deeds for Spartanburg County, and (ii) any revisions, supplements, or amendments thereof, and (iii) subsequent plats of Ken’s Crossing hereafter recorded by Declarant in the Office of the Register of Deeds for Spartanburg County, and any revisions, supplements, or amendments thereto.

Section 17. **“Property”** and **“Properties”** shall mean and refer to the real property shown on the Plat(s), including the Common Area(s) and Lots, and such Additional Property as may hereafter be annexed into the Subdivision as hereinafter provided.

Section 18. **“Special Assessment”** shall have the meaning set forth in Article IV, Section 6(a) of the Declaration.

Section 19. **“Special Individual Assessment”** shall have the meaning set forth in Article IV, Section 6(b) of the Declaration.

Section 20. **“Storm Water Management Facility”** shall mean 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.

Section 21. **“Subdivision”** shall mean and refer to the Property commonly known as Ken’s Crossing as the same is shown on the Plat including the Common Area(s), if any.

Section 22. **“Monthly Assessment”** shall have the meaning set forth in Article IV, Section 5 of the Declaration.

Section 23. **“Townhouse”** shall refer to any single-family dwelling townhouse unit constructed on any Lot in the Subdivision.

ARTICLE II -PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area(s) that 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(s), 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 the Association’s

published rules and regulations and the right of the Association to impose a Special Individual Assessment for such infractions;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency or authority. Except as provided otherwise herein, no such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and has been recorded with the Office of Register of Deeds for Spartanburg County, South Carolina.

(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(s) and improvements thereon, which regulations may further restrict the use of the Common Area(s);

(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(s) and facilities thereon. No such mortgage of the Common Area(s) shall be effective unless an instrument agreeing to such mortgage of the Common Area(s) is signed by two-thirds (2/3) of each class of members; and

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

Section 2. Declarant's Covenant to Convey Title to Common Area(s) Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to its property designated herein as Common Area(s) to the Association any time before such time as the Declarant conveys the last Lot to some person other than Declarant. Additionally, if Storm Water Management Facilities are located within the Common Area(s), the Declarant shall take the following actions at or prior to the time in which the Subdivision is fifty (50%) percent built: (1) convey fee simple title to the applicable Storm Water Management Facilities to the Association, and (2) file any and all necessary documentation defining the responsible party for maintaining the Storm Water Management Facilities with the Director. The Common Area(s) 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(s) and Storm Water Management Facilities pursuant to this Section.

Section 3. Delegation of Use. Any Owner may delegate his or her rights of enjoyment of the Common Area(s) to the members of his or her immediate family and their guests, tenants, or contract purchasers who reside on the Lot of such Owner.

Section 4. Leases of Lots. Any lease agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a

default under the terms of the lease.

The Owner shall provide the lessee with copies of this Declaration, the Articles of Incorporation, and the Bylaws at the time any lease agreement is executed and must require the lessee to sign a binding acknowledgment to the effect that lessee has read, understands and agrees to abide by the Covenants, Conditions and Restrictions for Ken's Crossing. Such binding agreement shall be submitted by the owner to the Association and the Ken's Crossing property management company upon execution of a lease agreement, which agreement will be held on file and enforced by the Association for the duration of the lease.

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 evidence 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 Members. "Class A Members" means all Owners, with the exception of the Declarant and Approved Builder(s) and shall be entitled to one (1) 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 Members. "Class B Members" means 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 an Approved Builder.

ARTICLE IV – COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each Owner of any Lot (except for Declarant and Approved Builder(s)) 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, (3) monthly assessments, and (4) special assessments for capital improvements, such assessments to be established and collected as herein provided. The "Initiation Fee" shall be a charge collected at the initial closing of a Lot to an entity other than the Declarant or an Approved Builder, and again each time the subject Lot is transferred of record (herein the "Initiation Fee"). The Annual Assessments, Monthly Assessments, Special Assessments, and Special Individual Assessments (collectively "Assessments" and individually an "Assessment") together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made as of that date upon which such Assessment is made and continuing until paid. Each such fee and Assessment, together with interest, costs, and reasonable attorneys' 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 such Owner's successors in title unless expressly assumed by them but shall remain a lien upon the transferred Lot.

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 **Ken's Crossing** 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(s), including, but not limited to the following, all of which are the responsibility of the Association, unless explicitly stated to the contrary elsewhere in this Declaration:

- i. the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area(s);
- ii. the payment of taxes assessed against the Common Area(s);
- iii. the maintenance of water and sewer mains in and upon the Common Area(s);
- 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(s),
- v. the procurement and maintenance of insurance both for the Common Area(s) and the Townhouses;
- vi. the procurement and maintenance of termite bonds and renewals for the Townhouses and applicable structures within the Common Area(s);
- vii. the improvement, maintenance, and replacement of irrigation systems on the Common Area(s);
- viii. lawn maintenance on the Lots and the Common Area(s);
- ix. implementation and enforcement of proper maintenance of the exteriors of the Townhouses and related Improvements on Lots in the Community, as necessary, subject to reimbursement by the Owner(s) of such property;
- x. the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area(s), if any, as well as the maintenance of dams and areas surrounding such water;
- xi. the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat;

- xii. common garbage collection for all Townhouses; in the event that garbage collection is not provided by the applicable municipality;
- xiii. the maintenance of entranceways, landscaping and lighting of the Common Area(s), road medians, islands and entranceways, and the lighting of streets;
- xiv. the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area(s);
- xv. the costs associated with duties of the Architecture Review Committee;
- xvi. the employment of attorneys and other agents to represent the Association when necessary; and
- xvii. the provision of adequate reserves for the replacement of capital improvements 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(s) and those other portions of the Subdivision which the Association may be obligated to maintain. Such a reserve fund is to be established out of regular assessments for common expenses.

(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 Bylaws 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.

(d) The Declarant and the Association shall be responsible for maintenance and repair of the Storm Water Management Facilities until title to the Storm Water Management Facilities is transferred to the Association pursuant to Article II, Section 2 above, at which time the Association shall be solely responsible for the maintenance and repair thereof. Maintenance and repair of the Storm Water Management Facilities is mandatory per local, state, and federal regulations.

(e) Funds for storm water management will be kept separate from other funds as a line item in the Association's overall budget.

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 set forth in Article IV, Section 2 of this Declaration.

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 twenty (20%) 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 twenty (20%) 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. Monthly Assessment. The monthly assessment shall be set by Declarant and payable on the first day of each month as further set forth in Article IV, Section 9 below. Monthly assessments are primarily intended to cover all expenses directly related to maintenance and upkeep of the Lots, Common Area(s), and Townhouses. Such expenses include but are not limited to lawn maintenance on the Lots and Common Area(s), the improvement, maintenance, and replacement of irrigation systems on the Lots and Common Area(s), insurance, and garbage collection. The Board of Directors of the Association retains the right to set annual and monthly assessments to cover all costs as it deems appropriate.

Section 6. Special Assessments and Special Individual Assessments.

(a) In addition to the Annual Assessments and Monthly Assessments, the Association may levy, in any calendar year, a Special Assessment ("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, or for other special or extraordinary, but not recurring purposes, as identified and approved by the Board, provided that any such assessment shall be approved by an affirmative 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.

(b) In addition to the Annual Assessments, the Monthly Assessments, and the Special Assessments, the Board shall have the power to levy a Special Individual Assessment ("Special Individual Assessment") applicable to any particular Owner (1) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area(s), including, but not limited to, the public roads (prior to their acceptance for public maintenance), whether occasioned by an act or omission of such Owner, members of such Owner's family, or such Owner's agents, guests, employees, or invitees and not as a result of ordinary wear and tear, or (2) for the payment of fines, penalties, or other charges imposed against

any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Board's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least ten (10) days prior to the date upon which such Special Individual Assessment shall be due.

Section 7. Notice and Quorum for any Action Authorized under Sections 4, 5, and 6 Written notice of any meeting called for the purpose of taking any action authorized under Sections 4, 5, or 6 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 each class 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 ($\frac{1}{2}$) 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 8. Uniform Rate of Assessment Annual, Monthly and Special Assessments must be fixed at a uniform rate for all Lots.

Section 9. Date of Commencement of Annual and Monthly Assessments; Due Dates The Annual Assessments provided for herein shall commence as to all Lots owned by Class A Members after the date of this Declaration on the date of the title transfer or occupancy whichever comes first. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent Annual Assessments will be due not more than once in a twelve-month period as determined by the Board. 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.

Monthly Assessments shall commence at occupancy or title transfer (whichever occurs first) and shall be due on the first day of each month. The Board of Directors of the Association shall fix the monthly amounts due for twelve (12) months at least thirty (30) days in advance of a new twelve (12) month period. Written notice of the Monthly Assessments for the twelve (12) month period shall be provided to every owner subject thereto within a reasonable time after the Board of Directors of the Association has fixed the monthly amounts due for a particular twelve (12) month period. Unless the Board of Directors of the Association alters or amends the Monthly Assessment amounts due for a particular twelve (12) month period, no further written notice shall be provided beyond the initial written notice described in the preceding sentence.

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 9, Lots owned by Declarant or Approved Builder(s) shall be exempt from the Initiation Fee, Annual Assessments, Monthly Assessments, Special Assessments, and Special Individual Assessments during Declarant's or Approved Builder's ownership of the Lot(s). The Initiation Fee, Annual Assessments, Monthly Assessments, Special Assessments, and Special Individual Assessments for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.

Any Initiation Fee, Annual Assessment, Monthly Assessment, Special Assessment, or Special Individual 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 created herein against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for payment of the Assessment provided for herein by nonuse of the Common Area(s) or abandonment of his or her Lot nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein.

Section 11. 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(s) or assessments for public improvements to or for the benefit of the Common Area(s), 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 12. Subordination of the Lien to Mortgages. The lien of the Assessments against a Lot provided for herein shall be subordinate to the lien of any first mortgage upon such Lot. 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 foreclosure sale or

transfer. No foreclosure sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 13. 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. After fifty (50%) percent of the Lots are conveyed to Owners other than the Approved Builder (s), any such deficit funding will be considered a loan to the Association and Declarant may require the Association to reimburse Declarant in full prior to the expiration of Class B Membership.

ARTICLE V – COVENANT FOR STORM WATER MANAGEMENT FACILITIES

Section 1. Responsibilities and Maintenance of Common Area(s). 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(s) and all Storm Water Management Facilities (structural and non-structural) located within the Common Area(s), 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 Area(s) used for recreation to encourage all Owners 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 Plan. The Association shall maintain the Storm Water Management Facilities in accordance with the approved storm water plan and the maintenance requirements 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 Storm Water Management 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.

- (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 Approved 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 Approved 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 Owner's Lot so as to preclude the function of the element. This includes low impact design 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 Owner'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 Owners 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-INSURANCE

Insurance of Townhouses.

(a) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the Subdivision. Said policy shall contain a Replacement Cost Endorsement providing for replacement of a Townhouse from insurance loss proceeds.

(b) The full amount of any insurance proceeds shall be applied to the rebuilding or repair of any Townhouse.

(c) The Townhouse shall be rebuilt or repaired in the event of damage thereto provided the Townhouse is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a Townhouse from insurance proceeds.

(d) The Owner shall keep the Townhouse in good repair except for repairs required of the Association as described in this Declaration.

(e) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collected in the same manner and to the same extent as the Annual Assessment(s) as set forth in this Declaration.

(f) Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowner's policy required by the Association.

(g) The Association may levy in any calendar year, a Special Assessment for the purpose of defraying the cost of construction, reconstruction, repair, or replacement of a Townhouse or Townhouses containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.

ARTICLE VII – SHARED STRUCTURES

Section1. General Rules of Law to Apply. Each wall, fence, driveway, or similar structure built as a part of the original construction on a Lot or Townhouse, which serves and/or separates any two adjoining Lots or Townhouses shall constitute a "Party Structure." To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls, lateral support on below-ground construction, and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section2. Maintenance, Damage, and Destruction. The cost of reasonable repair

and maintenance of a Party Structure shall be shared equally by the Owners who make use of the Party Structure. If a Party Structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the Party Structure may restore it. Other Owners using the Party Structure thereafter shall contribute to the restoration cost in equal proportions. However, such a contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Construction of a Party Wall. The Owner of any Lot or Townhouse may construct, reconstruct, or extend in any direction on his Lot or Townhouse (subject to and within the limitation of architectural control and other limitations of this Declaration) with the right to go upon the adjoining Lot or Townhouse to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot or Townhouse to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 4. Weather proofing. Notwithstanding any other provision of this Section VII, an Owner who by his negligent or willful act causes the Party Structure to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribute from any other Owner under this Section VII shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII – 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 any Approved Builder. Other than the Initial Improvements constructed by an 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. Notwithstanding the foregoing provisions of this Article VIII, Section 1, neither (1) the improvement, maintenance, and replacement of irrigation systems on the Lots or the Common Area(s) by the Association nor (2) lawn maintenance

on the Lots or on the Common Area(s) by the Association shall constitute "Improvements" as that term is used herein and elsewhere in 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. If such appointment to the Board occurs, all references to the Architecture Review Committee shall mean and include the Board.

Section 3. Procedure. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot or Common Area(s), 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, other than the Initial Improvements made by the Approved Builder(s), 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;
- (g) a statement of the estimated completion dates of all construction and improvements; and
- (h) other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Architecture Review Committee.

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 **Ken's Crossing Association** or some other designee as may be appointed by Declarant or the Board. One complete set shall be retained by the Architecture Review Committee and the other 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

(a) 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 received by the Architecture Review Committee, such approval shall be deemed automatically denied. 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 VIII and/or to prevent any violation of the provisions contained in this Article VIII by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. The Architecture Review Committee shall also have the right to request that the Board levy upon an Owner a Special Individual Assessment for said violations. 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 VIII, the Architecture Review Committee, the Declarant, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual 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 PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, ANY APPROVED BUILDER, THE ASSOCIATION, THE BOARD, ANY MEMBERS OR OFFICERS OF THE ASSOCIATION OR OF THE BOARD, OR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUIT CLAIMS, 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. The Association shall be responsible for lawn maintenance on each Lot, including mowing, blowing, edging, treating weeds, and fertilizing. 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, wheelbarrows 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. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right and easement to unobstructed vehicular and pedestrian access over and upon each Lot at all reasonable times to perform maintenance as provided for in this Article. The amounts owed shall be assessed to the Owner as

a Special Individual Assessment and shall become a lien on the Lot until the Special Individual Assessment has been paid in full.

ARTICLE IX - 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 (including but not limited to tents) or an unfinished Townhouse shall be used as a residence and no house trailer, modular home, manufactured home, mobile home, or watercraft shall be placed on any Lot either temporarily or permanently.

Section 3. Trailers, Boats, Boat Trailers. No 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 be stored or positioned upon any Lot or Common Area(s) within the Subdivision. The Architecture Review Committee may ask that such equipment be removed at any time. A Special Individual Assessment will be imposed for all costs 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 Area(s) 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 except as set forth in Article IX, Section 1 above. The Board of Directors shall have the power to make and to enforce reasonable rules and regulations in the furtherance of this provision. Further, no Owner shall permit anything to be done or kept in or on his Lot or Townhouse or on the Common Area(s) which will increase the rate of insurance on the adjoining Lot or Townhouse or the Common Area(s).

Section 5. Livestock.

(i) No Owner may keep any pets other than a reasonable number of generally recognized household pets, as determined by the Association, on any portion of the Property. No Owner or Occupant may keep, breed, or maintain any pet for any commercial purpose. Animals must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. Any waste left upon a Lot or the Common Area(s) by an animal must be immediately removed by the owner of the animal or the person responsible for the animal. No pet is to be left on a balcony, porch, or patio unless supervised by an occupant.

(ii) No animal determined to be dangerous, in the Association's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Association may remove or cause to be removed without notice any animal that presents an immediate danger to the health, safety, or property of any resident.

(iii) Each Owner who keeps an animal on the Property agrees to indemnify and hold the Association and its directors, officers, and agents harmless from any loss, claim or liability of any kind whatsoever arising by reason of such animal.

Section 6. Aesthetics, Natural Growth, Screening. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. If said tall shrubbery or hedge is located on an Owner's Lot, said Owner shall be responsible for trimming the tall shrubbery or hedges and replacing dead trees and shrubs. Likewise, if said tall shrubbery or hedge is located in/on the Common Area(s), it shall be the Association's responsibility to trim any such tall shrubbery or hedge and replace dead trees and shrubs. 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, however, the Association shall be responsible for lawn maintenance and the installation, repair, and maintenance of irrigation systems on the Lots and Common Area(s).

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. Residents and Owners are prohibited from parking on the street. Visiting guests may park on the street while visiting but no vehicles are permitted on the street between the hours of midnight and 8:00am.

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 a 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.

Section 12. 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, provided 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 13. Mailboxes. All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Common 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 14. 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 Area(s). 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 X – 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 of each Lot, for drainage, utility, cable television, gas, water, power, sewer, telephone installation and maintenance, and access for

ingress/egress to and from units; 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 and drainage lines, drop inlets, and culverts on any of the streets and easements shown on the Plat. An easement for the installation and maintenance of utilities and drainage facilities is here by 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 and Approved Builder(s) a perpetual, nonexclusive easement over the areas designated as a "Court," "Drive," "Road," "Street," "Way," "Lane," "Avenue," or "Trail" 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. Open Space Easement. With respect to all property designated on the Plat as "Open Space", whether or not designated as "Developable" or "Undevelopable" on the Plat, the terms and conditions of the "Notes" on the Plat are incorporated herein by reference. **The Open Space Easement referenced in the "Notes" on the plat is recorded in Deed Book ___ at page ___ in the ROD for Spartanburg County.**

Section 5. Easement over Common Area for Purposes of Air Conditioner Pads. In the event it is necessary to place an air conditioner pad for a Townhouse in the Common Area adjacent to a Lot, an easement is granted by Declarant to the Owner of said Lot or Townhouse for the placement of an air conditioner pad on the Common Area adjacent to the Lot. The easement shall be limited to granting the Owner the right to construct and maintain an air conditioner pad on that section of the Common Area upon which the air conditioner pad is placed.

ARTICLE XI-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 Townhouse 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. **THE LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURE REVIEW COMMITTEE.**

Section 3. Barriers and Obstruction. No wall, fence, or hedge shall be erected between the street and the front corner of the main body of a Townhouse on any Lot. Subject to approval by the Architecture Review Committee, white vinyl 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 Townhouse 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.

Section 5. Above Ground Pools. No above-ground pool shall be constructed or placed on any Lot.

Section 7. 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 8. 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.

ARTICLE XII – GENERAL AND MISCELLANEOUS PROVISIONS

Section 1. Enforcement The Declarant, any Approved Builder (so long as it owns a Lot), 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 Special Individual Assessments for infractions of such restrictions. In the event that the Declarant, any Approved Builder, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, Approved Builder, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot. Failure by the Declarant, the Association, an Approved Builder, or 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, the Approved Builder(s), 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 Articles of Incorporation and Bylaws, 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, the provisions of this Declaration shall prevail over any inconsistent provision contained 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 as provided for in Article III, Section 2 of this Declaration, this Declaration may be amended by a recordable instrument signed by Owners representing not less than sixty-seven (67%) percent of the Lots. Any amendment must be recorded with the Office of the Register of Deeds of Spartanburg 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.

(a) Additional Property may be annexed into the Subdivision and made subject to this Declaration by the Declarant by filing a supplemental declaration of record. Subject to subparagraph (b) below, such annexation must be approved by two-thirds (2/3) of each class of members.

(b) Notwithstanding the above, Additional Property may be annexed by the Declarant without the consent of the Class A Members 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, Declarant shall not have the right to impose covenants and restrictions which materially differ from those contained herein without the written approval of the

Association.

Section 7. Notices. All notices, requests, demands, and other communications allowed, made, or required to be made pursuant to the terms of this Declaration shall be in writing and shall be deemed to be given or made when personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or the date that is three (3) days after the date of postmark of any notice when deposited with the United States Mail, addressed in any such event to the party to whom such communication is directed at such address as is set forth below or at such other address as may hereafter be designated in writing by the respective parties hereto:

If to Declarant:

VGo Holdings, LLC
22 Garlington Rd
Greenville, SC 29615

If to Association or Architecture Review Committee:

Ken's Crossing Association
Attn: the current registered agent and its address on file with the South Carolina Secretary of State's Office.

If to Owner (other than Declarant or Approved Builder):

at the address of Owner's Lot

If to an Approved Builder:

at the address provided by the Approved Builder to the Declarant or Association

Section 8. 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.

Section 9. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the public records of Spartanburg County, South Carolina. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the

Declarant and Approved Builders to maintain and carry on upon portions of the Common Area(s) and public streets such facilities and activities as, in the sole option of the 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. The 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 as well as any other streets or roads in the Subdivision. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by the Declarant and any Common Area(s) or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant 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 in which the boundaries are altered.

So long as Declarant owns Property within the Subdivision, Declarant may, without the express written consent of any Owner, the Board, the Association or the Architecture Review Committee, include in any contract or deed hereafter executed covering all or 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. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental authority, title insurer or institutional lender without the express written consent of any Owner, the Association, the Board of Directors, or the Architecture Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties 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 approved by written consent signed by the Declarant and recorded in the public records.

[Signature Page Below]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set in its hands and seals this 2nd day of October 20 25.

WITNESSES:

VGO HOLDINGS, LLC

[Signature]

Austin J. Reid

[Signature]

BY: _____
Print Name: KEN, PATEL
Title: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

ACKNOWLEDGMENT

I, Austin Reid, Notary Public for the State of South Carolina, do hereby certify that Ken Patel, in his/her capacity as member of VGo Holdings, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2nd day of October, 20 25.

Austin J. Reid
Notary Public for South Carolina
Printed Name of Notary: Austin J. Reid
My Commission Expires: 03/02/2030

