

**CONSTRUCTION, RENOVATION, AND CARE REQUIREMENTS
WYNWARD POINTE HOMEOWNERS ASSOCIATION, INC.**

The mission and responsibility of the Wynward Pointe Owners Association, Inc. (the Association) is to maintain an aesthetically pleasing neighborhood environment enabling the enhancement of property values into the future. Our community encourages and welcomes growth and progress with the addition of new neighbors, home construction, and property renovations and improvements. To facilitate the healthy balance between our beautiful environment, enhanced property values, and continual progress of property development and improvement the Association and its Board of Directors develops and manages specific requirements applicable to all members. This Construction, Renovation and Care Requirements document ("CR&CR") and the Worksheet for Construction and Renovation ("Worksheet") along with pertinent sections of the Declaration of Covenants, Conditions, and Restrictions for Wynward Pointe (the "Declaration" or the "CC&R") establish *key requirements* for construction and renovation at Wynward Pointe. Because economic, environmental, and technological changes occur, the Board of Directors performs periodic reviews and may make changes or modifications to the CR&CR. IF YOU HAVE GONE ONLINE AND OBTAINED THIS FORM, please check with a member of the Construction Oversight Committee ("COC") to ensure that you have the current form before taking any further action. By doing so you will avoid unnecessary problems.

I. GENERAL

The requirements included below summarize various detailed specifications that both supplement and further define standards from the Declaration. **The Declaration, which includes all supplements, amendments, and exhibits thereto, should be carefully reviewed and followed during home design, prior to and during construction, and relative to ongoing property care. PLEASE NOTE: this document does not capture all the applicable provisions found in the Declaration.** Property owners are responsible for the conduct of their builder and the builder is responsible for the conduct of his subcontractors and suppliers. Owners who act as their own contractor are responsible for their subcontractors. For questions or clarifications, contact a member of the COC or a member of the Board of Directors - contact information found at the website - www.wynwardpointe.org

II. PROCEDURES FOR CONSTRUCTION, RENOVATION AND AESTHETIC IMPROVEMENTS

1. Prior to new construction, your building and construction plans must be submitted to the COC for review and approval. In some cases, approval by the Board of Directors may also be required. Furthermore, any and all changes to the submitted plans require approval as per the process defined above. During the COC approval process, the property owner and builder (if there is one) are expected to meet on site with representatives of the COC.
2. The COC must be notified prior to the beginning of any exterior home or property renovations, including additions and demolition activity that requires a building permit from Oconee County, South Carolina. Such improvements, renovation, and demolition must also comply with the building and planning regulations of Oconee County, South Carolina. A copy of the Oconee

Adopted: Douglas K. Hettiger Date: 5/28/24

County Building Code Permit Exemptions can be obtained from the Oconee County Community Development Department, 864-718-1005, and are found at: <http://www.oconeesc.com/Departments/AJ/CommunityDevelopment/BuildingCodes.aspx> and https://library.municode/sc/oconee_county/codes/code_of_ordinaces?nodeld=COOR_CH6BUB_RE_ARTIIIAD_S6-82PERE. The County regulations should be used by homeowners to determine whether a project requires an Oconee County Building Permit, and therefore, COC approval. Contractor submittals required for renovations as defined above are identified in Section III below.

Note also that any aesthetic improvements to an exterior area (including but not limited to a partial or total repainting) that changes the color, shade or appearance of the existing external structure must also be submitted to the COC for approval prior to work commencement.

3. Per Article 5, Section 8 of the Declaration the Construction, Renovation and Care Requirements, an Escrow Deposit ("CR&CRED") must be paid prior to commencing construction or renovation. The CR&CRED is currently five thousand dollars (\$5,000.00) for construction of a new residence. All renovation project CR&CRED's will be determined by the Board based on the size and scope of the work, with \$200.00 being the minimum. Said CR&CRED and Worksheet submitted by the Owner shall be held by the Association as provided in Article 5, Section 8 of the Declaration.

The Owner shall be responsible for compliance with all parameters identified in Article 7 "Restrictions" of the Declaration, including the completion of the exterior of the home, final grading, and driveway within three hundred sixty-five (365) days of the construction Start Date (defined as the earlier of ground disturbance caused by excavation or grading or any construction). Landscape plans shall be submitted and approved prior to the construction completion date. Landscaping should be completed within one hundred eighty (180) days of completion of construction (five hundred and forty-five days of commencement of construction). The Association shall hold up to fifty percent (50% of the CR&CRED until the landscaping is complete.

If extenuating circumstances, as defined in the Declaration, affecting building construction or landscaping apply, the Owner may submit an appeal for a written extension to the Board of Directors. The written appeal for extension must be received by the Board prior to the end of the three hundred and sixty-five (365) day construction period. Construction/renovation not completed or an extension not granted at the end of the three hundred and sixty-five (365) day construction period may result in the following fine schedule:

After the 365th day - Forfeiture of CR&CRED
After end of 395th day - \$100.00 fine
After end of 425th day - \$200.00 fine
Beginning 426th day and every day thereafter - \$25.00/day fine.

For the period beginning on the 366th day and thereafter, the maximum fine shall be \$7,500.00 for each successive 365 day period.

4. Any Lot Owner may apply in writing to the COC for a variance from the Declaration or the rules, regulations and guidelines of the Association. The application for a variance must state the

Adopted: Douglas K Hettinger Date: 5/28/24

relevant provision of the Declaration, rules, regulations, and guidelines along with the rationale, reason, and justification for the variance request. The COC's decision to grant or reject the variance may be challenged pursuant to Article 7 Section 21(h) ("Construction Oversight Committee") of the Declaration.

III. OWNERS/CONTRACTORS APPLICATION DOCUMENTATION FOR REQUESTING APPROVAL OF EXTENSIONS, MODIFICATIONS, OR RENOVATIONS OF EXISTING HOMES BY THE COC

Owners or Contractors applying to the COC for permission for construction, modifications to, or renovation of homes or structures in Wynward Pointe shall submit the following:

1. Outline plan including dimensions of existing home or extension/modification, showing location on the lot including dimensions to property lines; and listing enclosed heated square feet.
2. Elevations of extension/modification and adjacent portion of existing home;
3. Description of exterior materials of extension/modification and adjacent portion of existing home;
4. Location and duration of any temporary facilities such as silt fences, dumpsters, toilets and contractor trailer (tools, office, etc.); and
5. Plans and elevations must be drawn to scale, either by hand or by CAD (Computer Aided Design).

IV. SUMMARY OF CONSTRUCTION/RENOVATION KEY REQUIREMENTS

1. **Building Setback Lines.** Building setbacks requirements are defined in the Plats and in the Declaration. (See also Article 7, Section 5 "Building Setback Lines" of the Declaration).
2. **Dwelling Size & Land Use.** The square footage requirements refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwelling erected upon any Lot shall contain not less than one thousand eight hundred (1,800) enclosed, heated square feet; any multi-story dwelling (including main floor and walk out or finished basement) shall contain not less than two thousand four hundred (2,400) enclosed, heated square feet and the first floor shall contain not less than one thousand eight hundred (1,800) enclosed, heated square feet. No structure shall be erected, altered, placed, or permitted to remain on any Lot, other than for use as a single family residential dwelling, unless otherwise provided herein. Only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No structures of more than 2 ½ stories in height above ground shall be allowed on any Lot.
3. **Building Construction Quality and Landscaping.** The various building materials shall allow for a pleasing and harmonious exterior appearance for the residence. Colors should be subdued, earth-toned and selected to complement the environment. Landscaping should be compatible and consistent with the already existing appearance, look and feel of the neighborhood. (See also

Adopted: Douglas K Hettinger Date: 5/28/24

Article 7, Section 1 "Land Use Building Type and Residential Restrictions" and Article 7, Section 3 "Building Construction, Renovation and Quality" of the Declaration.)

Landscape Plans and Specifications

The homeowner shall submit:

- a. A drawing, from a certified landscape professional, with accurate boundaries of the Lot as taken from the most recent survey.
- b. Accurate North direction shall be shown on the drawing and labeled, along with the drawing scale (for example, 1 inch = 12 feet).
- c. The drawing shall also include the lot number, scale of drawing, date of the drawing and any revisions, the name, phone number/email address of the preparer of the Landscape plan and the lot owner's name and the address of the Lot.
- d. The Plan shall include the precise location of the dwelling, garage, and all other structures on the approved building plans.
- e. The Landscape Plan shall show the locations of all proposed new landscape elements; trees, plants, lawn, paths, sidewalks, mulch, etc. in addition to locations of electric/gas meters, heating and air conditioning units, pool equipment or other utility-related equipment apparatus such as generators and propane tanks.
- f. The Plan shall include a plant list and planting schedule listing all proposed plant material, quantities, their common name and botanical name, size of the container at time of planting and special and notable characteristics. Use of native plant material is encouraged and use of invasive species is prohibited.
- g. Plant material shall provide screening of gas/electric meters, heating and air conditioning units, and other utility-related equipment.
- h. Location of septic equipment, access covers, tanks and drain fields should also be depicted.
- i. The Plan shall also include a drainage plan, to include; downspout locations, drain pipe locations, dry creek bed locations and the direction of the flow of overland water and its proposed accumulation/exit point as it relates to the landscape plans.

Contractor Special Advisement Summary.

During New Construction or Renovation:

- a. No trees 6 inches in diameter or greater, as measured at fifty-four inches (54") from the ground on the uphill side of the tree, can be removed within fifty (50) feet of the shoreline without prior COC permission. Also refer to Duke Lake Management and Oconee County

Adopted: Douglas K. Hettinger Date: 5/28/24

for additional restrictions. (See also Article 7, Section 20 "Removal of Trees and Other Vegetation" of the Declaration).

- b. Silt fences must be installed prior to disturbing the existing ground cover. Silt fences must be properly maintained during construction. Builder must ensure that there is no runoff to the lake, street and neighboring lots. After final grading all disturbed earth must be covered with vegetation or mulch such as to prevent erosion. (See also Article 7, Section 10.b "Water Runoff" of the Declaration).
- c. The construction entrance onto the property (usually driveway) shall be immediately graveled and adequately maintained throughout construction to minimize dirt on streets. Builder is responsible for cleaning dirt, mud and debris from street if it occurs. (See also Article 7, Section 19 "Diligent Construction" of the Declaration).
- d. No retaining walls over six feet (6') in exposed height are permitted. (See also Article 7, Section 11 "Fences and Walls" of the Declaration).
- e. Any oil spills, including from leaking construction equipment, must be removed along with contaminated soil immediately. Every effort must be made to prevent such spills.
- f. Temporary toilet facilities should be light in color (beige preferred) and located as close to the home as possible. Used portable toilets must be replaced on a schedule that maintains a sanitary condition at all times, i.e. no odors present.
- g. Provide suitable receptacle (dumpster) for construction debris when framing begins. Do not burn construction debris. Assure that lightweight trash, which may blow onto other properties is put in the dumpster. Dumpsters, once full, must be replaced or emptied within 48 hours. (See also Article 7, Section 19 "Diligent Construction" of the Declaration).
- h. All construction activities must be conducted and all deliveries must be made between the hours of 8am to 7pm EDT or 8am to 6pm EST, Monday through Saturday; provided, however, no construction activities shall be conducted and no deliveries shall be made on Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day. Additionally, no construction activities are permitted on Sundays; however, the Board in its sole discretion may approve a written request to conduct certain "low impact noise" activities on a given Sunday.
- i. No loud radios or distracting noise (other than normal construction noise) will be acceptable within the Subdivision during construction.
- j. Do not block mailboxes. Mail cannot be delivered with vehicles parked near mailboxes. Do not park equipment or vehicles on adjacent property without adjacent property Owners permission. Minimize on-street parking. Do not drive onto or across others property when turning or positioning vehicles. If materials (mulch, stone, etc.) must be delivered on the street they must be clearly marked with reflective cones, contained on the owner's side of the road and removed within 48 hours.

Adopted: Douglas K Hettinger Date: 5/28/24

- k. Any alterations to topography must be done in such a manner that rain water runoff is not diverted onto adjacent property.
- l. Assure that subcontractors and suppliers are aware of and adhere to these CR&CR and the provisions of the Declaration for Wynward Pointe.

V. STANDARDS OF CONSTRUCTION, PROPERTY MAINTENANCE AND CARE

1. Each property shall be free of anything unsanitary, hazardous to health, noxious, dangerous, or unsafe.
2. Homeowners are required to ensure that all construction must be structurally sound, including but not limited to deck supports, decking and railings, roofing (including valleys, gutters and downspouts), walkways and bridges and such other appurtenances as may be present on the property.
3. A property owner may not maintain their property in such a manner that could diminish the value or destroy the enjoyment of the other properties in the neighborhood.
4. The appearance of the property must be neat, attractive and orderly and not be unsightly and show signs of neglect such as excessive brush, weeds, and undergrowth.
5. In the case of improved areas on the property, property owners are expected to maintain grass, plants, plant beds, trees, and mulch.
6. Landscaping, gardening and other house/yard decorations should be in harmony with the natural setting of the Wynward Pointe community as well as with each Owners local neighborhood.
7. In addition to the specific language of Article 7, Section 15 "Boats, RVs, Campers and Off Road Parking" of the Declaration, other temporary or consumable items (firewood, mulch piles, etc.) stored outside must be concealed as much as possible and not be visible from the street. Stored items needing protection are to be covered with drab dull tarps, which blend in with the landscape.

Pursuant to the Declaration, repeated and ongoing non-compliance to the standards of property maintenance and care can lead to fines beginning at \$50.00 with more egregious non-conformance fines set at the direction of the Board of Directors with a maximum fine of \$5,000.00 per year.

Adopted: Douglas K Hettinger Date: 5/28/24

**WORKSHEET FOR CONSTRUCTION AND
RENOVATION**
WYNWARD POINTE OWNERS ASSOCIATION

Lot Number: _____ Date: _____ Building Permit Number: _____

Owner's Name _____

Owner's Address: _____

Owner's Phone: _____

Owner's Email: _____

Builder's Name: _____ License No. _____

Builder's Address: _____

Builder's Phone: _____

Builder's Email: _____

The Association shall give the Owner notice of its intention to deposit or use the Construction Renovation and Care Requirements Escrow Deposit for a particular purpose. The CR& CRED for new residential construction shall be five thousand dollars (\$5,000.00), and the amount determined by the Board for all modification or renovation projects (\$200.00 minimum) based on the size and scope of the work. Potential uses for the CR & CRED are found in **Article 5, Section 8 "Construction Renovation and Care Requirements Escrow Deposit"** and **Article 7, Section 19 "Diligent Construction"** of the Declaration.

In accordance with **Article 5, Section 8 "of the Declaration"**, any Wynward Pointe COC member(s) as well as any member(s) of the Board of Directors shall have the right to enter the above referenced lot to remedy any violation that remains after the owner or owner's agent has been notified as referenced above and in the Declaration.

In accordance with **Article 7, Section 19 of the Declaration** the exterior of the home must be completed within three hundred and sixty-five days from of the start of construction. Construction / renovation not completed or an extension not granted at the end of the three hundred and sixty-five day construction period may result in the following fine schedule:

After the 365th day – Forfeiture of CR & CRED
After end of 395th day- \$100.00 fine
After end of 425th day - \$200.00 fine
Beginning 426th day and every day thereafter - \$25.00/day fine

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I acknowledge that I have read and will comply with the provisions of the Declaration, including all amendments, supplements, and exhibits thereto, and these Construction, Renovation, Care Requirements. In the event that the property is subsequently sold, the builder, owner, or responsible party assumes full responsibility for informing and providing the new homeowner with the Declaration and the Construction, Renovation and Care Requirements.

In order to expedite communications with the COC I further acknowledge and agree that the COC may communicate with me for all purposes related to matters bought before it by me by using the following email address:

Email: _____

Owner's Signature: _____ Date: _____

If the contact person for the project is not the Owner, the Owner must have the contact person fill out the following:

In place of the Owner, I _____, agree to notify the new homeowner of the Declaration and the rules, regulations, and guidelines of the Association. I also accept and will abide by the terms and conditions for notification regarding the use of the Construction Renovation and Care Requirements Escrow Deposit as outlined in this document and the Declaration.

Responsible Party's Signature: _____ Date: _____

Email or other method of Contact:

Association Use Only. CR & CRED Utilized:

Date _____ Reason _____ Amount _____

Adopted: Douglas K Hettinger Date: 5/28/24

ACKNOWLEDGEMENT

State of: South Carolina
County of: Oconee

I, MARY E CASTELONE, a Notary Public for the State of South Carolina,
do hereby certify that Douglas K. Hettlinger, (Grantor) personally appeared before me and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28 day of May, 2023.

Signed,

Mary E. Castelone

Notary Public, State of South Carolina



WITNESS the hands and seals of the grantor(s) this 28 of MAY, 2024.

SIGNED, SEALED & DELIVERED in the presence of:

Jo Keah Teague

Cat Byrd

Douglas K HETTINGER

WYNWARD POINTE PRESIDENT

DOUGLAS K HETTINGER

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