

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2023 JUN 22 PM 2: 50



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Page 1 of 133

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AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WYNWARD POINTE  
JUNE 20, 2023

010248

# 25<sup>00</sup>  
Ret. Douglas Hettinger  
404 Windcrest Ct.  
Salem SC 29167

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
WYNWARD POINTE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WYNWARD POINTE is made and entered into this 20<sup>th</sup>, day of JUNE, 2023 (hereinafter the "Declaration").

WITNESSETH:

WHEREAS, in October of 1998, Crescent Resources, Inc., as Declarant, created covenants for the Wynward Pointe Development in that certain Declaration of Covenants, Conditions and Restrictions – Wynward Pointe All Phases found in Deed Book 1006, Pages 156-205 and subsequently amended those covenants in a supplemental declaration found in Deed Book 1049, Pages 345-347; said covenants were further amended by the Owners through supplemental declarations found in Deed Book 1681, Pages 1-84 and Deed Book 2179, Pages 38-107 (the "Amendments"), all of which are recorded in the Office of the Register of Deeds for Oconee County, South Carolina (hereinafter in total the "Original Declaration");

WHEREAS, the Declarant subjected that certain property (hereinafter "Wynward Pointe" or the "Development"), located in Oconee County, South Carolina and described in particularity on the plats of survey recorded in Map Book A645 Pages 7-8 and Map Book A706 Pages 5-7, in the Office of the Register of Deeds for Oconee County, South Carolina, to the Original Declaration and all amendments and supplements thereto, stating in part:

STATEMENT OF PURPOSE

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the construction, maintenance, and upkeep of any Common Areas and related easements within the Development, all for the common use and benefit of all Owners, including, but not limited to, Street Lights, Entrance Monument, and any medians located thereon. Declarant also desires to construct and provide Private Roads over the Private Road Easements, (as herein defined), which Private Roads will be for the common use and benefit of certain, but not all, Owners.

Declarant desires to provide for a system whereby all Owners will pay for the maintenance and upkeep of any Common Areas, in accordance with an established budget set by the Board of Directors (or "Board"). Declarant further desires to provide for a system whereby the Private Road Lot Owners will pay for the maintenance and upkeep of the Private Roads and Private Road Easements.

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Areas (except as otherwise provided in the Declaration), administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, to ensure the residents' benefit of

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ANNA L. DAVISON  
REGISTER OF DEEDS

2023 JUN 22 PM 2:50

the specific rights, privileges and easements in the Common Areas, and to provide for the maintenance and upkeep of the Common Areas and other amenities as provided in the Declaration and the Bylaws.

To that end, Declarant caused to be incorporated under South Carolina law, pursuant to the Articles of Incorporation, WYNWARD POINTE OWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws.

WHEREAS, Declarant declared that all of the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof;

WHEREAS, Crescent Resources, Inc. no longer owns any lot or any additional property in the Development;

WHEREAS, the Wynward Pointe Owners Association, Inc. (the "Association"), by and through its member Owners is responsible for the operation of the Development;

WHEREAS, the Association hereby adopts the foregoing statement of purpose;

WHEREAS, Article 11, Section 3 of the Original Declaration provides that the covenants may be amended at any time and from time to time by an agreement signed by the Owners holding a majority of votes appurtenant to the lots subject to the Declaration;

WHEREAS the undersigned Owners hold a majority of the votes appurtenant to the lots subject to the Original Declaration; and

WHEREAS, a question has arisen as to the efficacy of one or more of the prior Amendments, and the undersigned Members wish to adopt this Amended and Restated Declaration of Covenants, Conditions and Restrictions in order to confirm and ratify the said prior Amendments, and to further amend said Amended and Restated Declaration as set forth herein;

WHEREAS, the majority of the Owners have agreed to amend certain provisions of the Original Declaration and to restate the covenants for the Development in their entirety as this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wynward Pointe.

NOW, THEREFORE, BE IT RESOLVED BY THESE PRESENTS that we, the undersigned being a majority as above cited, do hereby agree and consent to and by these presents amend and restate the covenants for Wynward Pointe in their entirety as this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wynward Pointe, as follows:

## ARTICLE 1

### DEFINITIONS

Section 1. "Additional Property" shall mean and refer to any additional real estate adjacent or contiguous to the Property shown on the maps recorded in Map Book A645 at Pages 7-8

and A706 at Pages 5-7 in the Office of the Register of Deeds for Oconee County, and any property located within four thousand (4,000) feet of any boundary of the Property shown on the above-referenced map, all or a portion of which may be made subject to the terms of this Declaration in accordance with the provisions of Article 2 Section 2 (Owners' Rights To Use and Enjoy Common Areas) of this Declaration.

- Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association and any amendments or supplements thereto, which are filed with the Secretary of State of South Carolina and which are available from the Association.
- Section 3. "Association" shall mean and refer to WYNWARD POINTE OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, its successors and assigns.
- Section 4. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.
- Section 5. "Bylaws" shall mean and refer to the Bylaws for the Association and any amendments or supplements thereto and which can be obtained from the Association.
- Section 6. "Common Area" or "Common Areas" shall mean and refer to the Entrance Monument, Street Lights (to be leased), and any other property designated on the Map as "Common Area", "Common Open Area", "Common Open Space", "COS", or other similar designation. The Common Areas shall be owned by the Association (except as otherwise provided herein) for the common use and benefit of all Owners.
- Section 7. "Construction Oversight Committee ("COC") shall refer to the committee appointed by the Board outlined in Article 7, Section 21 (Construction Oversight Committee).
- Section 8. "Construction, Renovation & Care Requirements" or "CR&CR" shall refer to the practices, procedures, and requirements for construction, renovation and maintenance published by the Board of Directors from COC and Owner input for the utilization and enforcement initially by the COC and ultimately the Board of Directors (See generally Article 7 - Restrictions). Said publication shall be available to all Owners by contacting the Construction Oversight Committee and by accessing the Wynward Pointe website.
- Section 9. "Construction, Renovation & Care Requirements Escrow Deposit" (CR&CRED") shall refer to the escrow deposit outlined in Article 5, Section 8 (Construction, Renovation and Care Requirements Escrow Deposit).
- Section 10. "Covenants, Conditions and Restrictions" ("CC&R", "CC&Rs", and "Declaration") shall refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wynward Pointe, and to any properly enacted and recorded amendments or supplements thereto.
- Section 11. "Declarant" shall mean and refer to Crescent Resources, Inc.
- Section 12. "Development" shall mean and refer to Wynward Pointe, a single-family residential development located on the Property as defined herein and as shown and described on the Map and in Exhibit "A".

- Section 13. "Entrance Monument" shall mean and refer to the easement areas reserved and granted by Declarant in Article 7 Section 9 (Entrance Monument Easement) of this Declaration, over portions of tracts labeled Common Open Space Lots as shown on the Map, and any monuments and entrance signs located on such easements together with lighting, an irrigation system, landscaping and other improvements which may be constructed on such easement area, to be used as an entryway for the Subdivision, and for the purposes set forth in Article 7 Section 9.
- Section 14. "Firewise Community Practices" shall refer to the practices and requirements adopted and promulgated by the Association.
- Section 15. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which parcels do not include any Common Areas as described in this Declaration.
- Section 16. "Map" shall mean and refer to: (i) the map of Wynward Pointe Subdivision recorded in Map Book A645 Pages 7-8, (ii) the map of Wynward Pointe Subdivision recorded in Map Book A706 Pages 5-7, (iii) any maps of any portions of Additional Property which are subjected to this Declaration, and (iv) any revisions of such map or maps recorded along with the above-described maps in the Office of the Register of Deeds for Oconee County, South Carolina.
- Section 17. "Member" shall mean an Owner of a Lot in the Development.
- Section 18. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.
- Section 19. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.
- Section 20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development but excluding those having such interest merely as security for the performance of an obligation.
- Section 21. "Private Road Easements" shall mean and refer to the nonexclusive, perpetual road easements over portions of Lots 34-36, 39-41, 44-49 and 60-62 as shown on the Map, for the purpose of vehicular and pedestrian access, ingress, and egress to and from Lots 34-41, 44-49 and 60-63 (the "Private Road Lots"), and the installation, operation and maintenance of Private Roads, utilities, and drainage facilities serving such Lots. The Private Road Easements are also reserved unto the Association, their successors and assigns, for access, ingress and egress to and from the Private Road Lots, for the installation of the Private Roads, and for the installation and maintenance of any utilities and drainage facilities.
- Section 22. "Private Roads" shall mean and refer to those certain private roads located within the Private Road Easements which will provide access to each of the Private Road Lots upon completion, and will be dedicated to the Owners of the Private Road Lots, all to be maintained by the Owners of the Private Road Lots as addressed in Article 7 Section 24 (Private Road Maintenance) of the Declaration.
- Section 23. "Property" shall mean and refer to the property shown on the Map, including the Lots, Common Areas, and Private Roads, together with any leasehold interest or easement

which the Association has or may hereafter acquire in any property adjacent to the Development and which is described in Exhibit "A".

Section 24. "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision and shown on the Map except for the Private Roads and Private Road Easements. The Public Roads were accepted for dedication and maintenance by Oconee County Public Works Department in December 2,000.

Section 25. "Street Lights" shall mean and refer to those certain street lights which may be constructed upon and over the rights of way of the Public Roads and the Private Road Easements.

Section 26. "Subdivision" (or "Development") shall mean and refer to Wynward Pointe development, as the same is shown on the Map.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Oconee County, South Carolina, and is the Property as defined above and as more particularly described and shown on the Map.

Section 2. Additions to the Property. (a) The Association may cause Additional Property to be made subject to the terms and scheme of this Declaration by filing one or more Supplemental Declarations in the Office of the Clerk of Court for Oconee County, containing a description of the Additional Property and a statement by the Association of its intent to extend the operation and effect of this Declaration to the Additional Property. The Association may also cause additional Common Areas within or adjacent to any Additional Property to be constructed and made subject to the terms and scheme of this Declaration by the filing of one or more Supplemental Declarations describing the Common Areas to be added. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more Supplemental Declarations as provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Association to reflect the different character of the Additional Property. In no event however shall any Supplemental Declaration revoke or modify the covenants and restrictions contained herein with respect to the Property nor revoke or modify the covenants and restrictions established by previously filed Supplemental Declarations without meeting the requirements for Amendment set forth in Article 11 Section 4 (Amendment) of this Declaration, except as may be otherwise specifically set forth herein. Notwithstanding the foregoing, the Association shall have the right, without meeting the requirements for Amendment set forth in Article 11 Section 4 of this Declaration, to amend this Declaration to reconfigure any proposed Common Areas to reflect the actual final configuration of such areas and the "as-built" construction of such amenities. If reconfiguration requires a change in the applicable plat, such changes will be placed in the public record by the Association.

Section 3. Removal of Property from the Wynward Pointe Subdivision. The Association, by a vote of not less than sixty-seven percent (67%) of the Owners, shall have the authority to remove property from the Development and from the jurisdiction of the Declaration and Association if:

- (a) The property to be removed can be separated (or is capable of being separated) by a fence, wall, and/or landscape structure that creates a clear, visual delineation, and physical barrier between the property to be removed and the Property remaining in the Development;
- (b) The property to be removed has access to public roads, which is independent and physically separate from the public road access of the Property remaining in the Development;
- (c) The property to be removed has infrastructure, including utilities, that is completely independent and physically separate from the infrastructure at and for the Property in the Development;
- (d) The property removed from the Development no longer uses the name Wynward Pointe and, if named, has a name that clearly distinguishes it from Wynward Pointe;
- (e) The Association is provided with a plat of survey of the property to be removed or of the Property that shall remain in the Development after said property is removed;
- (f) The Association is provided with an amendment to the Declaration, which describes the property to be removed and the Property remaining in the Development, and memorializes the procedures and results of the vote to remove the property; and
- (g) The Association reviews and approves a proposal that complies with the foregoing requirements.

If applicable, the removal of property must be approved by the Federal Housing Administration and/or the Veterans Administration to be in accord with the general plan heretofore approved by them.

The date of recording of the approved amendment and plat with the Register of Deeds shall be the effective date of the removal of the property from the Development. On that date the removed properties shall no longer be subject to the Declaration or the jurisdiction of the Association and the obligation for owners of lots in any portion of the removed properties to pay assessments shall terminate and said owners shall no longer have voting rights or enjoy any of the rights and benefits provided to the Owners and Members.

### ARTICLE 3

#### PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Declarant conveyed to the Association the Common Areas to be owned and maintained by the Association. The Association reserves the right to construct the Entrance Monument to be located at an entrance to the Development for the benefit of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and benefit of the public with the exception of the Public Roads, which were accepted for public dedication and maintenance by the Oconee County Public Works Department.

Section 2. Owner's Rights To Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

- (a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;
- (b) the right of the Association to suspend the voting rights of a Member in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by any Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to grant utility, drainage and other easements across the Common Areas;
- (d) the provisions of Article 4 Section 8 (Private Roads) of this Declaration; and
- (e) the provisions of Article 7 (Restrictions) of this Declaration.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Areas and facilities located thereon to the members of the Owner's family, his guests or his invitees.

Section 4. Rights in the Private Roads and Public Roads. Each Private Road Lot Owner, the Association, their successors and assigns, shall have and are hereby granted the perpetual, exclusive right to use the Private Roads within the Private Road Easements for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Private Road Lot and Common Areas, for installation and maintenance of the Private Roads, drainage facilities and other utilities to serve the Private Road Lots. See Article 7, Section 24. Each Owner and the Association shall further have and are hereby granted a perpetual non-exclusive right, in common with the general public, to use the Public Roads for the purpose of providing access to and from each Lot and the Common Areas.

## ARTICLE 4

### THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws and any amendments or supplements thereto.

Section 2. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. The Owner(s) of each Lot shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall there be fractional voting for such Lots.

Section 3. Availability of Documents. The Association shall maintain current copies of the Articles of Incorporation, Declaration, Bylaws, the rules, regulations, and guidelines of the Development as well as its own books, records, and financial statements which will be available for

inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 4. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board of Directors and to perform all or some of the powers and duties of the Association. Provided however that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

Section 5. Maintenance. The Common Areas, together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities, shall be maintained by the Association using the Annual Assessment from each Owner for such maintenance of the Common Areas. Maintenance of the Private Roads shall be performed by Declarant until July 1, 1999, and thereafter maintenance of the Private Roads shall be the sole responsibility of the Private Road Lot Owners (enforceable by any Private Road Lot Owner) as described in Article 7, Section 24. Provided, however, in accordance with Article 11, Sections 1 and 2 ("Enforcement" and "Enforcement Process") of this Declaration, the Association hereby reserves an easement and the right, but not the obligation, to go upon any portion of the Common Areas and Private Road Easements at any time in order to repair and maintain such Common Areas and Private Road Easements where needed, in the Board of Director's sole discretion, to bring such Common Areas and Private Road Easements within the standards required by the Association. Furthermore, should the Association perform maintenance and/or repairs to the Private Road Easements, each private Road Lot Owner shall be obligated to the Association for his or her share of all related costs of such maintenance and repairs incurred by Association.

The Common Areas and Private Roads shall be maintained as more particularly described below:

- (a) Maintenance of the Entrance Monument shall include maintenance, repair and reconstruction, when necessary of the monuments, signage, irrigation, planters and lighting located thereon, and providing and paying for landscaping, cleaning and utility charges for irrigation and lighting of the monuments and signage located thereon (if any).
- (b) All Common Areas (and all improvements located thereon) shall be clean and free from debris and maintained in an orderly condition, together with the landscaping thereon (if any) in accordance with the highest standards for private parks, including any removal and replacement of any landscaping, utilities, or improvements located thereon.
- (c) Maintenance of the Public Roads shall be performed by the Oconee County Public Works Department or other governmental entity.
- (d) The Private Roads located within the Private Road Easements, which will serve the Private Road Lots, shall be maintained by the Private Road Lot Owners. Such maintenance shall include cleaning, maintaining, repairing, reconstructing and replacing (if destroyed) when necessary, of

the Private Roads and such maintenance practices shall conform to the same standards of maintenance which would be required by the Oconee County Public Works Department or other governmental entity for that of public roads, as more particularly set forth in Article 7 Section 24 ("Private Road Maintenance") of the Declaration.

(e) The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof, with the exception of the Entrance Monument if located on any Lot. The Owners of such Lots shall be responsible for same.

Section 6 Reserve Fund. The Board of Directors shall establish and maintain an adequate reserve fund (the "Reserve Fund") for the periodic maintenance, repair, reconstruction, and replacement of the Common Areas and any improvements located on such Common Areas, which the Association is obligated to maintain and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual Assessment as hereinafter defined, and as set forth in Article 5 Section 2 ("Purpose of the Annual Assessment").

Section 7. Private Roads. The Association shall have the exclusive right to construct the Private Roads within the Private Road Easements, in the approximate location shown on the Map, as well as any additional Private Roads which may be added to the Development in the future pursuant to the provisions of Article 2 Section 2 ("Additions to the Property") of this Declaration. The Private Roads and the Private Road Easements shall be maintained and repaired by the Private Road Lot Owners as more particularly set forth in Article 7 Section 24 (Private Road Maintenance). No structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the Private Roads or other utilities or drainage facilities located therein.

Section 8. Regulations. The Association shall have the power, in its sole discretion and through the processes established in the Bylaws, to promulgate rules, regulations, and/or guidelines and/or empower committees to promulgate rules, regulation, and/or guidelines to accomplish the purposes of these covenants. Such authority will include the authority of the Association to create and implement fines for the violation of the Declaration or of the Association's rules, regulations, or guidelines, which are necessary to maintain property values in the Development and cover the costs of enforcement, particular to save the costs of litigation for all parties.

## ARTICLE 5

### COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, Special, and Special Individual Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Annual Assessments, Supplemental Annual Assessments, Special Assessments, and Special Individual Assessments, as hereinafter defined, and established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessment. The assessment to be levied annually by the Board of Directors against each Lot ("Annual Assessment") shall be used as follows:

(a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Areas and any amenities and improvements located thereon, including but not limited to the Street Lights and the Entrance Monument, and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal or replacement of landscaping, as more particularly set forth in Article 4 Section 6 (Reserve Fund) of this Declaration;

(b) to pay all costs associated with the lease of the Street Lights, including but not limited to, monthly lease payments and utility costs;

(c) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(d) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

(e) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; and

(f) to maintain contingency reserves in amounts as determined by the Board of Directors for the purposes set forth in Article 4 Section 6 (Reserve Fund) hereof.

Section 3. Payment of Annual Assessment: Due Dates. The Annual Assessment for each and every year beginning January 1 shall be in an amount as set by the Board of Directors, in accordance with Article 5 Section 4 ("Maximum Annual Assessment") and shall be due and payable in one (1) annual installment, such installment being due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the installment due, to each Owner on or before January 1 of such calendar year. The failure of the Association to send, or of an Owner to receive, such notice shall not relieve any Owner of its obligation to pay the Annual Assessment. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessment and may increase or decrease the frequency of collection of Annual Assessment installments in any reasonable manner.

Section 4. Maximum Annual Assessment.

(a) For years following the first year of the Annual Assessment and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12 month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI, which is published by the United States Government indicating changes in the cost of living. If the Annual

Assessment is not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessment may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after the first year of the Annual Assessment, the maximum annual assessment may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of no less than two-thirds (2/3) of the eligible Members who are voting in person or by proxy, or at the annual meeting, or at a meeting duly called for this purpose, in accordance with the Bylaws.

(c) Supplemental Annual Assessment. If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year, and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board of Directors may, without a vote of the Members, but in accordance with the Bylaws, levy a Supplemental Annual Assessment. In no event shall the sum of the Annual Assessment and Supplemental Annual Assessment for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth in Article 6 Section 3 (Subordination of the Lien to Mortgages) hereof.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area improvements which were not originally constructed by Declarant; or (ii) the reconstruction, repair or replacement of the Common Areas, including but not limited to the Entrance Monument, and Street Lights including all improvements located thereon, and including fixtures and personal property related thereto. Provided, however, that any such assessment must be approved by a vote of no less than two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Individual Assessment. In addition to the Annual Assessments, Supplemental Assessments, and Special Assessments authorized above, the Board of Directors shall have the power to levy a Special Individual Assessment applicable to any particular Lot Owner (i) for the purpose of paying for the cost of any construction, reconstruction, repair, or replacement of any damaged component of the Common Areas, including the Entrance Monument, and all improvements located thereon, and the Public Roads whether occasioned by any act or omission of such Owner(s), members of such Owner's family, or such Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules, regulations, and/or guidelines promulgated by the Association pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in the Board of Directors 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 thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Assessment Rate. The Annual, Supplemental Annual, and Special Assessments must be fixed at a uniform rate for all Lots.

Section 8. Construction, Renovation and Care Requirements Escrow Deposit (CR&CRED). In addition to the Assessments authorized above, the Board of Directors may levy a Construction, Renovation and Care Requirements Escrow Deposit (“CR&CRED”) to be paid to the Association by a Lot Owner prior to the beginning of construction on that Owner’s Lot. The CR&CRED will be deposited in the Association’s general cash account. Before construction may begin, the Lot Owner must complete and file the Construction and Renovation Escrow Information Sheet, and any other application or documentation promulgated and required by the Association.

The CR&CRED paid by an Owner may thereafter be used by the Association for any or all of the following purposes that are directly related to the construction activities on that Owner’s Lot:

- (a) To pay the cost to repair any damage to the Roadways or Common Areas in Wynward Pointe caused by the Owner or the Owner’s builder or subcontractors and not repaired by the responsible Owner, Owner’s builder or subcontractors;
- (b) To pay the cost of completing any improvements so that they are in accordance with the approved final Plans, Drawings and/or Specifications, if and to the extent the Owner fails to complete such improvements consistent with the terms of the CC&Rs;
- (c) To pay the cost of restoring or replacing any trees, other vegetation, grades or other natural features improperly removed, altered or destroyed by the Owner or Owner’s builder or subcontractors in violation of the CC&Rs (e.g. Article 7, Section 20);
- (d) To reimburse the Association for the cost of cleaning up any significant amount of dirt, cement or debris left by the Owner, Owner’s builder or subcontractors on any street, if and to the extent such materials and debris are not immediately removed by the Owner, Owner’s builder or subcontractors;
- (e) To pay for enforcing any of the Owner’s other obligations under the CC&Rs; and
- (f) To pay any other costs, fines or expenses, which by the express terms of these CC&RS may be deducted from the CR&CRED.

The Association shall give an Owner prior notice that the Association intends to use the Owner’s CR&CRED for a particular purpose. Such Owner thereafter shall have twenty-four (24) hours from the date of the notice to complete the performance that is required and for which the Association intends to use the CR&CRED or if the performance cannot be completed during that time, to begin the performance and to thereafter diligently pursue such performance to completion. In the case where the Owner has failed to meet a deadline, the Association shall give an Owner prior notice that the Association intends to deposit the Owner’s CR&CRED into the Association’s general funds. Upon the completion of all improvements and all Landscape improvements and the performance of other obligations by an Owner pursuant to the terms of the CC&R’s, the Association shall return to the Owner the unused portion (if any) of such CR&CRED.

In the event the Association expends sums on the Owner’s behalf as provided above in excess of the Owner’s CR&CRED, the Owner shall pay the excess to the Association within twenty (20) days of notice thereof.

The twenty-four (24) hour notice period in subsection (f) and the twenty-day period described above will commence with the delivery of written notice; however, failure to pick up the mailed notification or accept documentation will not justify a delay in the Owner's obligation and timeframe to respond. All notices to the Lot Owner or a Lot Owner's builder or subcontractor(s) may in addition to written notice be given verbally to expedite the resolution.

## ARTICLE 6

### GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. 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.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual, Special, Special Individual, or Supplemental Annual Assessment (or installment thereof) not paid by its due date as set forth in Article 5 Section 3 (Payment of Annual Assessment) hereof, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may place a lien against the Owner's Lot in the public record in the amount of the unpaid assessment and the foregoing charges. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use the Common Areas, and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning his Lot.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Article 5 of this Declaration shall be subordinate to the lien of any first Mortgage on a 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 sale or transfer. The Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special, or Supplemental Annual Assessment that is collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners, notwithstanding the fact that such pro rata portions may cause the Annual, Special, Special Individual, and Supplemental Annual Assessment(s) to be in excess of the Maximum Annual Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments or liens becoming due after purchase, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

## ARTICLE 7

### RESTRICTIONS

Section 1. Land Use Building Type and Residential Restrictions. All Lots in the Subdivision shall be known and described as residential Lots and shall be used only for private residential and

recreational purposes. 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, and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. Additional specific standards for construction shall be as described in and as required by the rules, regulations, or guidelines of the Association.

No log cabin (or structure resembling a log cabin, or having the architectural characteristics of a log cabin), mobile home, modular home, or shell home may be erected or permitted to remain on any Lot. A private garage (not exceeding three (3) car capacity), outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased, or otherwise used for remuneration, and are subject to the other covenants and restrictions contained herein. No detached garage or outbuildings shall at any time be used as a residence.

Any ownership or leasing arrangement for a Lot and improvements thereon having the characteristics of a vacation time sharing ownership plan, a vacation time sharing lease plan or shared ownership is hereby prohibited. Each Lot and improvements thereon shall be used exclusively for single-family, non-transient residential purposes (excluding such use by the Owner's family members and nonresident Owners). Any type of overnight camping on unimproved Lots is expressly prohibited. No Lot including any improvement thereon may be used for short-term (daily, weekly or monthly) rentals or other transient purposes (excluding such use by the Owner's family members and nonresident Owners). Any lease or sublease relating to any Lot and improvements thereon must be for a term of at least twelve (12) months, must be in writing, and must provide that the tenant be bound by all of the terms and provisions applicable to such Lot or improvements. The Lot Owner shall remain the voting Member of the Association and shall be responsible for paying all assessments related to the Lot. Furthermore, no boat (including a houseboat) whether existing on a Lot or docked at a fixed pier or floating boat dock which is appurtenant to any Property in the Subdivision may at any time be used as a residence.

Owners must obtain the written approval of the Construction Oversight Committee or, if that decision is appealed, then approval of the Board of Directors before the commencement of construction or renovation. For the purposes of this Declaration, the CR&CR, any rules, regulations, and guidelines of the Association, the term construction shall include any building activities, including all exterior renovations.

Section 2. Dwelling Size. The square footage requirements for all structures are found in the Construction Oversight Committee's ("COC") guidelines, the CR&CR. Upon request, a member of the COC will provide a Lot Owner with the current CR&CR. If the Owner obtains the CR&CR online, the Owner is responsible to check that it is the most up to date form before submitting any documentation required by the CR&CR to the COC.

Section 3. Building Construction, Renovation and Quality. All buildings and outbuildings erected or renovated upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block, or stucco foundation. The exterior surface of any building shall not be of asbestos shingle, aluminum or vinyl siding, imitation brick or stone roll siding, or exposed concrete or-concrete masonry units. The exterior surface of any

garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers, porches and bay windows) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Copper sheeting and standing seam metal roofing, compatible with the base building, is permitted on dormers, porches, patios and bay windows. Coiled roofing material is not permitted. The exterior of all houses and other structures must be completed within three hundred sixty-five (365) calendar days after the date of commencement of the earlier of groundbreaking or construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities. All remodeling, additions, or component replacements (roofing, siding, etc.) to all buildings and outbuildings on any Lot shall meet the same criteria as documented above for new construction.

Prior to commencement of any construction of a building or external renovation or color change to the exterior, the Owner must first obtain the approval of the COC. The COC approval process, as well as additional requirements applicable to the project are found in the CR&CR. A member of the COC will provide the Lot Owner with the applicable CR&CR. If the Owner obtains the CR&CR online, the Owner is responsible to check that it is the most up to date form before submittal of required documentation.

Section 4. Temporary Structures: Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot. No metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, storage building or other such structure shall be placed or erected on any Lot or attached to any residence.

Section 5. Building Setback Lines. No building on any Lot (including stoops, porches, or decks) shall be erected or permitted to remain within the front (street right-of-way) or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Any Lot which fronts a Private Road Easement will measure from the curb or edge of pavement to determine the building setback lines. Notwithstanding any rear setback restrictions noted on the Map, no building, including stoops, porches, or decks (whether attached or unattached) shall be erected or permitted to remain nearer than fifty (50) feet to the 800-foot contour elevation of Lake Keowee. For purposes of this restriction, the waterside Lot line shall mean the 800-foot contour line of Lake Keowee. Piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Article 7 Section 22 (Docks, Piers and Boat Houses). Notwithstanding the foregoing, gazebos, decks or similar minor aesthetic improvements may encroach within the rear setback, including the fifty (50) foot waterside setback, provided that they: (i) are single story; (ii) contain less than one hundred fifty (150) square feet; and (iii) are not enclosed by walls or other surfaces unless such surfaces meet the openness test established for perimeter fencing in Article 7 Section 11 (Fences and Walls). Similarly, front, side or rear entryways which (i) are connected to the residence and (ii) are not covered or enclosed in any manner, may encroach within the front, side, rear, or fifty foot waterside setback.

In the event any governmental zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements. No masonry mailboxes or other structures or improvements may be constructed or placed within the right-of-way of any of the Public

Roads. The Association hereby reserves the right and easement benefiting the Association and burdening the Property, to go upon any Lot or other portion of the Property in order to remove any mailboxes or other structures or improvements constructed within the right-of-way of any Public Road. Should the Association exercise its access rights pursuant to the terms of this Section 5, the Owner of the nonconforming Lot shall reimburse the Association within five (5) business days following the submission of an invoice for any costs or expenses incurred by the Association. The exercise or non-exercise of the access rights contained in this Section 5 shall be subject to the discretion of the Association and the Association shall not have the obligation to exercise such rights.

The Association shall, in its sole discretion, have the authority but not the obligation to assess fines against an Owner who fails to abide by the terms of this Section 5. The fines authorized by this Section 5 as well as the expenses to be reimbursed the Association shall be considered a Special Individual Assessment against the respective Owner's Lot entitling the Association to the assessment collection remedies specified in Article 5 Section 6 (Special Individual Assessment) of the Declaration.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, the Association reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs and the Owner(s) of any adjoining Lot(s), provided that (i) such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or (ii) if in violation, that a variance or other similar approval has been received from the appropriate governmental authority.

Section 7. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot's area shown on the Map. However, a Lot Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate this Section 7 or any applicable zoning ordinance or other applicable law or regulation. In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article 7, but shall continue to be considered as two Lots for all other purposes (including voting and assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements.

Section 8. Utility Easements. The Association reserves easements for the installation and maintenance of utilities (electricity, sewer system, water, gas, telephone, cable T.V., etc.) and drainage facilities over the front and rear ten (10) feet of each Lot (with the exception of the Lots along the waters of Lake Keowee, which will not have a ten (10) foot easement over the rear of each such Lot (i.e., waterside) and five (5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which could damage or interfere with the installation and maintenance of utilities or which could interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon, except those improvements installed and maintained by a public authority or utility company.

Section 9. Entrance Monument Easement. The Association establishes, creates and reserves for the benefit of the Association, and their successors and assigns, nonexclusive perpetual easements for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision over the portion of the Subdivision identified as "COS" on the Map (the "Entrance Monument Easements"). The Entrance Monument shall consist of the easement areas, the Entrance Sign, lighting, landscaping, irrigation and other improvements to be constructed on the Entrance Monument Easement

The Association shall have the right to enter, landscape and maintain the Easement Area as an entryway to the Subdivision. Further, the Association may erect and maintain one or more stone monuments, with an entrance sign thereon (collectively, the "Entrance Sign") bearing the name of the Subdivision. The Entrance Signs shall comply with applicable governmental standards for signs. The Association may erect and maintain lighting for the Entrance Sign, planters and other improvements typically used for an entryway.

Section 10. Water Drainage and Runoff

(a) Storm water Drainage Easement. The Association reserves over the Common Areas an easement for drainage of storm water runoff from the Lots and Public Roads within the Subdivision.

(b) Water Runoff. Drainage considerations for individual Lots play an important role in ecological balance in the community and the Lake. During construction, renovation, or landscaping all erosion practices as detailed in Article 7, Section 19 ("Diligent Construction") and in rules, regulations, and guidelines promulgated by the Association shall be followed. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lots or the Lake. Particular care must be taken on Lots fronting the Lake and amenity areas. Permanent landscaping of disturbed areas shall function to inhibit runoff onto neighboring Lots or directly into the Lake. All areas of the Property, including individual Lots and including natural topography even if undisturbed, that channels excessive water onto an adjoining Lot and causes sediment to flow or erode the neighboring Lot or into the Lake, must be handled by a workable and unobtrusive form of erosion control. Generally, natural areas (woodlands, undisturbed lake front areas), or evenly sloped mulched/grassy areas provide acceptable control of runoff, provided that other contours do not concentrate additional water onto these areas. The primary determining condition of unacceptable water runoff is if the runoff causes sediment to flow into the Lake, onto a neighboring Lot or road or erodes a neighboring Lot; however, the neighboring Lot must have a basic form of soil retention such as natural woodland with leaf base, mulch, or grass to inhibit erosion and not just bare soil.

Section 11. (a) Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. The restrictions described in this Section 11 shall not apply to any improvements originally installed by Declarant or the Association on any Common Area.

(b) Retaining Walls. Retaining walls must be less than six (6) feet in exposed height unless they are an integral part of a building foundation. Retaining walls may be of concrete, masonry block, lumber, or similar rigid material so long as it does not deform or lean due to pressure from the adjoining soil. A retaining wall that exhibits any deformation or leaning shall be repaired or replaced promptly. Any retaining wall visible from the frontage or side street shall be architecturally finished. No unfinished concrete or concrete masonry units will be permitted facing the street. Lumber retaining walls are allowed as part of the landscaping so long as they are not visible from the street.

Section 12. Signs. No signs of any kind shall be displayed to the public view on any Common Area other than the Entrance Monument as set forth in Article 7, Section 9 (Entrance Monument Easement). The Association reserves the right to erect "Firewise", "No Solicitation" and other informational signs within the Entrance Monument areas. No signs of any kind may be displayed to the public view on any Lot with the following exceptions: (a) two (2) signs (on the Lot only visible from the roadway and visible from the lake) advertising the Property for sale; (b) one (1) sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; (c) two (2) temporary political signs (relating to a pending vote) which can be placed no earlier than the 30th calendar day prior to the last date polls are open and shall be removed within three (3) calendar days after the date polls close; (d) one (1) sign declaring that the property is protected by a security system; and (e) one sign advertising a garage or yard sale permitted during daylight hours on the day of such sale. No sign shall exceed five (5) square feet in size. These restrictions shall never apply to the permanent Entrance Monument area.

Section 13. External Telecom, Video Reception, Alternative Energy & Auxiliary Equipment. The harmonious blending of externally visible telecom, video reception, alternative energy and auxiliary equipment into the natural setting of the community is desired.

(a) Antennas, Satellite Dishes and Discs. One satellite or microwave dish or disk not exceeding one (1) meter in diameter or dimension (measured along its longest dimension) for receiving direct broadcast satellite services ("DBS") or multi-point distribution services ("MDS") may be erected and maintained on each Lot. In addition, one (1) antenna not exceeding one (1) meter measured along its longest dimension may be erected and maintained on each Lot. If such outside equipment is required, no antenna or related structures may be mounted on masts exceeding eight (8) feet in height measured from the point where such mast extends above the portion of the house or Lot to which it is attached. Any dish, disk or antenna (with associated mast) shall have a dark (grey, green, black or brown) matte finish, if possible, and shall be camouflaged from view from the roadways, lake and, insofar as possible, adjacent neighbors. Such equipment shall not be located in areas between the street right of way line and the minimum building setback lines applicable to the Lot.

Drawings showing the location of any newly installed or relocated antennas, satellite dishes or disks shall be submitted to the COC. This equipment shall not be installed on property such that it is visible from the street/road without the prior review and approval by the COC. Additionally, other than decorative weather vanes, any devices or equipment that exceeds the height of the roof must be approved by the COC prior to installation. The installation of the foregoing equipment shall comply with federal regulations.

(b) Alternative Energy and Auxiliary Equipment (Externally Visible). Energy conservation through various alternative means is encouraged while blending into the natural character of the community is required. Geothermal is strongly encouraged; windmills are prohibited and Solar Panels

(or Solar Shingles, collectively "Solar Panels") or other exterior solar equipment must be reviewed and approved by the COC to ensure proper blending into the community's natural character, prior to installation. Requirements for the Solar Panels are as follows:

(i) Construction drawings showing the location and number of solar panels, method of attachment to the roof structure and location of the exterior system components must be submitted to the COC for review and approval.

(ii) A sample or brochure of the proposed solar unit should be submitted with the application.

(iii) Solar Panels shall be installed flat against the roof or with the technical minimum distance between the panel and the roof, and at the rear of the home whenever possible. If panels must be ground mounted, they must be screened from street, adjacent neighbor and lake views. Parabolic solar collectors, which are not mounted so as to be flush with the roof, will not be approved. Solar Panels that resemble skylights are the preferred style.

(iv) Solar Panel frames and all exterior equipment shall be dark gray, bronze or black in color in order to best blend with the shingles installed. All unfinished aluminum must be painted the color of the roof shingles.

(v) No Solar Panel shall be mounted so that it extends above the ridgeline.

Lot Owners shall comply with additional requirements for Alternative Energy equipment submitted by the COC and approved by the Board of Directors.

(c) Auxiliary equipment such as externally installed generators, LP (propane) tanks and air conditioning units should be properly screened to shield such items from the roadways, lake and adjacent neighboring properties.

Section 14. Lot Maintenance. (a) Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. Improved Lots and the frontage of unimproved Lots shall be properly mowed and maintained throughout the year. An Owner of an unimproved Lot will be offered the opportunity to enroll in the Wynward Pointe lawn frontage mowing program. The annual fee for the mowing of the frontage each season will be added to the Owner's annual Wynward Pointe assessment bill. If an unimproved Lot Owner chooses not to enroll in the lawn frontage mowing program, it will be his responsibility to ensure the frontage of the Lot is mowed/maintained two times each month. Improved Lots shall not be permitted to grow grass or weeds to a height or density where the lawn becomes an eyesore to the community. No clothesline may be erected or maintained on any Lot. Fallen trees shall not remain on any Lot if the root structure and or dead limbs are visible from the street. If a Lot Owner, in the judgement of the COC, violates this Section 14, corrective steps will be taken as referenced in Article 11 Section 1 (Enforcement).

(b) Trash Disposal. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 15. Parking of Vehicles, Boats, RVs, Campers, and Off-Road Parking. Each Lot Owner shall provide a concrete or asphalt driveway, which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, or wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot overnight or any Common Area at anytime. No boat or boat trailer may be parked, left or stored on any Common Area. In addition:

(a) Boats, trailers of any type, golf carts, campers, recreational vehicles, motorcycles, bicycles and any other recreational equipment shall be stored in a garage or outbuilding. The storage of boats, recreational vehicles or campers in yards or driveways is prohibited. Any vehicles or equipment that cannot be stored in a garage structure or cannot be discreetly screened as approved by the COC in advance is required to be stored off-site at the Owner's expense. No mobile home or structure having the characteristics or appearance of a mobile home shall be located upon any Lot or Common Area. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence on a Lot, either temporarily or permanently. No boat (including a houseboat) whether docked at any dock or pier connected to any Lot or otherwise moored adjacent to the Property may at any time be used as a residence either temporarily or permanently.

(b) All trucks, campers, motor homes and recreational vehicles must have a current license plate affixed. All automobiles must have a current license plate affixed and must be parked in an enclosed garage, or on a concrete or asphalt driveway.

(c) A boat, camper or recreational vehicle may be kept on a concrete or asphalt driveway for a temporary period not to exceed seven (7) calendar days, in order to conduct routine maintenance on it

Section 16. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage. All septic systems shall be approved by the permitting governmental authority and constructed and maintained in accordance with all the governmental regulations. The Association does not make any representations regarding the future availability of municipal sewer service.

Section 17. Public Water System: No Wells. All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System are located within the Utility Easements described in Article 7 Section 8 (Utility Easement), or within public road rights-of-way. The Water System and all mains, pipes, equipment and other personal property which is part thereof, is the property of Seneca Light and Water Plant, a public utility company duly licensed and operating under the authority granted by the South Carolina Department of Health and Environmental Control. The Water System shall be the sole source of potable water for the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 18. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, that will cause any noise, or emit any external light pollution which will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or out building except for dogs, cats, or other household pets. Pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The

number of household pets kept or maintained, per Lot, shall not exceed three (3) in number except for newborn offspring of such household pets, which are under nine (9) months in age.

All external lighting must be off after 11:00 PM until the following sunrise. Exceptions are:

1. Normal home doorway, walkway and driveway lighting to provide safe passage and a warm welcome to guests.
2. Home security and safety lighting ("Security Lighting") of no more intensity than necessary to provide security and safe passage.
3. Low voltage, low lumen intensity landscape accent lighting, which fixtures shall not exceed approximately 18 inches in height.

Any lighting not meeting the above requirements must be submitted to the Construction Oversight Committee (COC) for approval as described in Article 7, Section 21 prior to nighttime use between 11:00 PM and sunrise. Noncompliance will be subject to the fine process as provided in Article 11, Section 2.

**Section 19. Diligent Construction.** All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot or Common Area, except during such reasonable time period as is necessary for completion. Timelines, extensions thereto, and fines for noncompliance with the Declaration or the rules, regulations, or guidelines related to diligent construction are as specified in the CR&CR.

Any damage to any Public Roads, Private Roads, curb or sidewalk or any part of any Common Area or any utility system caused by an Owner or any builder shall be repaired by such responsible party. If such responsible party fails to repair such damage, the Association may make or provide for such repairs, and the responsible Owner, if any, shall immediately reimburse the repairing party for its out of pocket expenses in making such repairs. The Owner of each Lot and any builders and subcontractors shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on the Lots, Public Roads, Private Roads and any Common Areas. The Association may provide for the cleaning of public and private areas due to the activities of the responsible party and may assess the responsible party a reasonable charge not to exceed the actual cost for such cleaning. Each Owner or builder shall, consistent with standard construction practices, keep all portions of the Lots, Public Roads, Private Roads, and Common Areas free of unsightly construction debris and shall at all times during construction either provide dumpsites for the containment of garbage, trash or other debris which is occasioned by either the new construction of or the exterior or interior renovation to any improvement on a Lot or Common Areas, or take other measures consistent with standard construction practices necessary to keep the Lot, Public Roads, Private Roads and all Common Areas free of such garbage, trash, or other debris. Each Owner and any Owner's builder shall be responsible for erosion control protection during any earth-disturbing operation, and shall comply with any rules, regulations, and guidelines promulgated by the Association, the COC, or any other entity empowered by the Board including but not limited to the Erosion Control Practices published by the Association.

Section 20. Removal of Trees and Other Vegetation. All trees, natural shrubs and ground cover within the fifty (50) foot waterfront setback shown on the Map are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of the Board of Directors. The practical exceptions to this rule are that dead or diseased trees may be removed and poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up, and grass or ground covers may be planted.

"Mature trees" inside the fifty (50) foot waterfront setback as shown on the Map may not be cut down or otherwise removed without the specific written approval of the Association. "Mature trees" for purposes of this Declaration shall mean all evergreen or deciduous trees with a caliper of six (6) inches or greater measured at a height of fifty-four (54) inches on the uphill slope (if any) of the terrain.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, mulch, wood chips, pine needles and/or similar landscaping improvements.

The Association hereby reserves the right and easement benefiting the Association to go upon any Lot or other portion of the Property to replant or order the replanting of any trees, shrubs or other vegetation removed within the Subdivision in violation of the terms of this Section 20. Should the Association exercise its easement rights pursuant to the terms of this Section 20, the Owner of the Lot shall reimburse the Association within five (5) business days following the submission of an invoice for any costs or expenses incurred by the Association. The exercise or non-exercise of the easement rights contained in this Section 20 shall be subject to the discretion of the Association and the Association shall have no obligation to exercise such rights.

The Association shall in their sole discretion have the authority, but not the obligation, to assess fines against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation on any part of the Common Areas, their Lot or any other Lot or Common Area contrary to the above provisions.

The fines authorized by this Section 20, as well as all related expenses to be reimbursed, shall be considered a Special Individual Assessment against the respective Owner's Lot, entitling the Association to the assessment collection remedies specified in Article 5 Section 6 (Special Individual Assessment) of this Declaration.

Section 21. The Construction Oversight Committee ("COC"). The purpose of the COC is to oversee the implementation of and monitor compliance with the Declaration and any rules, regulations, and/or guidelines of the Subdivision for construction, including the CR&CR and CR&CRED. The COC is responsible for the review, approval, and communication of the acceptance or denial of construction plans submitted by Owners prior to any construction, renovation or demolition taking place.

(a) The COC shall be organized as follows:

(i) The COC shall consist of between four (4) and eight (8) volunteer members, including the COC committee chair who shall be a member of the Board of Directors. The COC members must be Owners residing within Wynward Pointe;

(ii) The term of each COC member shall be up to three (3) years and until a successor is appointed. Members who have been a past member of the COC may be reappointed;

(iii) If a COC member has a Conflict of Interest regarding any proposal or plan that comes before the COC, then he or she must promptly declare it to the COC members. A Conflict of Interest shall arise from any proposal or plan related to: a property in which the COC member or a relative of the COC member has any type of ownership interest, or a property which shares a boundary with a property in which the COC member or relative has any type of ownership interest. A COC member who has a Conflict of Interest shall recuse himself or herself from considering that proposal or plan. It is not a Conflict of Interest for a COC member to consider a proposal solely because that proposal is for a property that is in the same phase of Wynward Pointe as the COC member's property;

(iv) The right to appoint or remove any and/or all members of the COC at any time, and for any reason, shall be and is vested solely in the Board of Directors.

(b) It shall be the duty of the COC to consider and act upon any and all proposals or plans submitted to it pursuant to the Declaration and any rules, regulations, and/or guidelines of the Subdivision for construction. The COC shall review and approve or deny any and all plans, drawings and/or specifications submitted for new construction, remodels, additions, and demolitions within Wynward Pointe.

(c) The COC shall meet, as required, to review, approve, deny, or deny with recommendations, all applications submitted by Owners as outlined in Section 21-b above. The COC shall communicate its decision in the manner allowed in the CR&CR.

(d) The COC's denial or approval of plans, drawings, specifications, or location of any structure may be based upon any grounds including purely aesthetic considerations, which is at the sole discretion of the COC for projects within Wynward Pointe. In passing upon construction plans and/or specifications or landscaping plans, and without any limitation of the foregoing, the COC shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the appearance from the neighboring Property. Notwithstanding that improvements, renovations or new construction meet or exceed specified minimum size requirements, the quality and attractiveness of every structure must also meet high neighborhood standards and the COC is granted broad discretion in judging the compatibility of the proposed structures for the neighborhood. In any case, it is intended that the COC will not approve plans, materials and/or specifications that do not comply with the Declaration and the rules, regulations, and/or guidelines of the Subdivision for construction.

(e) The approval by the COC of any plans, drawings, and/or specifications for any work done or proposed, or for any other matter requiring the approval of the COC, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

(f) Neither the COC nor any member of the COC shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

(1) The approval or disapproval of any plans, drawings, and/or specifications, whether or not defective;

(2) The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications; or

(3) The development of any Property, including, but not limited to, defective construction of residences.

(g) Any member of the COC shall have the right to go upon any Lot during reasonable hours to inspect any Property or improvements with respect to construction or work, which is underway to determine whether or not it is in compliance with the plans, drawings, and/or specifications that have been approved.

(h) Any Lot Owner that wants to challenge a decision by the COC may appeal such decision to the Board of Directors within fifteen (15) days of the decision by the COC. The decision of the COC shall be final if not appealed within fifteen (15) days to the Board of Directors. The decision of the Board of Directors is final. Neither the Association, its Directors, officers or any Member shall have any liability to an Owner or any other party for a refusal to approve an Owner's proposed plans, drawings and or specifications. No Owner or any other party shall have any recourse against the COC or Board of Directors for its refusal to approve any such plans, drawings, and/or specifications.

(i) The COC is presumed to have approved any plans, drawings, and/or specifications referenced above, upon failure of the COC to respond within thirty (30) days after receipt of each particular plan.

(j) In the event an Owner violates the terms of this Article, the terms of the Declaration relating to construction or any of the rules, regulations, and/or guidelines of the Subdivision relating to construction, the Board of Directors shall give written notice to the Owner or responsible party to cure any violations within thirty (30) days. If the Owner does not cure the violation within thirty (30) days or secure an extension from the Board of Directors of the time period within which to cure the violation, the Board of Directors shall be entitled to enter upon the Property of the Owner and remedy such defect including the removal of any structure built in violation hereof, all at the expense of the Owner. The rights of the Board of Directors shall be in addition to all other general enforcement rights, which the Association may have for a violation of the terms of the Declaration or the rules, regulations, and/or guidelines for construction of the Subdivision. Entry upon the Property of an Owner to enforce the Declaration shall not be deemed a trespass by the Association, the Board of Directors, and/or any agents thereof. The Board of Directors can appoint an agent or agent to perform any of the actions provided herein.

(k) The COC has the right and obligation to review and recommend to the Board potential changes to the Declaration, the CR&CR, the CR&CRED, and any other rules, regulations, and/or guidelines for construction, as the COC deems appropriate. In addition, the COC may recommend additional rules, regulation, and/or guidelines for construction. The final approval of changes to the Declaration rests with the Owners as required in Article 11, Section 4 (Amendment) of the Declaration. The final approval of changes to the CR&CR and the CR&CRED or the creation of additional rules, regulations, and/or guidelines for construction shall be as set forth in subsection (l) below.

(l) Because economic, environmental, and technological changes evolve constantly, the Board will periodically review the CR&CR, the CR&CRED, and the rules, regulations, and/or guidelines for construction and may propose changes or modifications. The Board may modify the provisions of the CR&CR, CR&CRED, and the rules, regulations, and/or guidelines for construction provided that:

- (i) The modification does not conflict with any provision of the Declaration;
- (ii) All COC members were provided an opportunity to comment prior to formalizing any proposed change;
- (iii) The Board of Directors may make changes by a majority vote of the Board

without a vote of the Members. The only exceptions are changes to the "square footage" requirement and the "escrow deposit" amounts of the CR&CR and the CR&CRED. In these two cases only, the Board will require a vote of the Members with a majority vote of the respondents required to change either of these two requirements.

Notice to Members of any proposed changes must be sent by email or if there is no email address for a Member, then physically mailed to Member's address. Members will be deemed to have received notice if the notice was properly addressed and sent to the Member's email or physical address then found in the Association's Member/Owner directory.

Section 22. Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner and the Association must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee under authority from FERC) prior to placing or constructing any pier, structure or other improvement within or upon, or conducting any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee. The Association makes no oral, express or implied representation or commitment as to the likelihood of any Owner obtaining such permission, nor as to the continued existence, purity, depth or levels of water in Lake Keowee and the Association shall have no liability with respect to these matters. Construction of any such improvements is also subject to the recorded restrictions and easements affecting the Lot.

Subject to the foregoing and to the other provisions of this Declaration, the Owner of any Lot adjoining the waters of Lake Keowee may construct one (1) pier, provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Energy Corporation and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed single-level or multi-level docks or boat houses will not be allowed either on the water or within the fifty (50) foot waterfront set back. Roof-covered docks are allowed provided that such docks are one level, do not exceed more than twenty-five (25) feet in height and are not enclosed. Two-level docks are not permitted.

The placement, construction, or use of any pier, dock, boat slip structures or other improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Keowee, is and shall be subject to each of the following:

(i) easements, covenants, rules, regulations, and guidelines for construction and use promulgated by the Association;

(ii) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation the FERC; and

(iii) rules, regulations, guidelines, covenants, privileges, and easements affecting the Property and the waters and submerged land of Lake Keowee established by Duke Energy Corporation, its successors and assigns. Duke Energy Corporation is the manager of Lake Keowee under authority granted by FERC; its current license runs through at least August 31, 2046. As manager of Lake Keowee, Duke Energy Corporation controls access to, and the use and level of, the waters of Lake Keowee. All Owners, the Association, and any builders must receive permission from Duke Energy Corporation (or a successor manager of Lake Keowee, under authority from FERC) prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boatslip.

No Owner of any Lot, which adjoins the waters of Lake Keowee, shall construct a pier of any kind, boat mooring or any other structure outside the Pier Zone designated on the Map applicable to such Lot.

#### Dock Lighting

1. All dock lighting must have either low-pressure sodium lamps, or low-wattage incandescent lamps, or low wattage LED lighting.
2. All dock lighting must be well-shielded, and must be installed in such a manner that light is not emitted above the lowest part of the fixture.
3. All dock lighting must be turned off when the dock is not in use. Accordingly, all dock lighting must have time and/or motion sensors which turn off the dock lighting when the dock is not in use.
4. Dock lights must not be of such intensity as to shine light into the interior of residences on adjoining Lots or other Lots in the Subdivision.
5. All dock lighting and any underwater lighting must be turned off between the hours of 11:00 p.m. and sunrise. Noncompliance will be subject to the fine process as provided in Article 11, Section 2. The Board may approve an exception for the use of Security Lighting between the hours of 11:00 p.m. and sunrise, for Security Lighting which meets the requirements of Article 7, Section 18, and otherwise complies with this Section 22.
6. All dock lighting and any underwater lighting must meet the requirements of this Section 22 and be approved by the Construction Oversight Committee (COC) before installation and/or use.
8. The Board shall have the authority to grant variances to permit dock lighting and/or underwater lighting which is of a different type than that specified in Subparagraph 1 above, provided the other requirements of this Rule are met; provided that no variance shall be granted which would allow external light

pollution which would, in the judgment of the Board, disturb the reasonable enjoyment of surrounding property by its owners and/or occupants.

8. The Board shall have the authority to adopt other rules with respect to dock lighting and underwater lighting.
9. Any violation of this Rule shall be subject to a fine of up to \$100.00 per day, in the discretion of the Board.

Section 23. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot and no boat shall be placed in (or removed from) the waters of Lake Keowee from any Lot, provided however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched at a public boat ramp outside the Subdivision.

Section 24. Private Road Maintenance. Each Private Road constructed by the Declarant and located within the Private Road Easements shall be maintained and periodically repaired, as needed, by the Private Road Lot Owners. The Private Road Lot Owners shall meet from time to time to agree upon service work to be performed on the Private Roads. Any Private Road Lot Owner may call a meeting by mailing written notice to the residence of each Private Road Lot Owner benefited by a private road at least thirty (30) days prior to the meeting, which notice specifies that a vote may be taken regarding maintenance and repair of the Private Road. Failure to notify every Private Road Lot Owner located on the road that is the subject of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all Private Road Lot Owners located on the private road attended the meeting in person or by proxy. A validly called meeting may be conducted by telephone or other convenient method. There shall be one vote appurtenant to each Private Road Lot and any repair or maintenance of the Private Road which is approved by a majority of the votes cast, in person or by proxy, at a validly called meeting shall be considered "Approved Maintenance." The cost of all Approved Maintenance shall be divided equally among the benefited Private Road Lot Owners in proportion to the number of Private Road Lots, which each Private Road Lot Owner owns.

Each Private Road Lot Owner shall be obligated for its share of the cost of all Approved Maintenance, the payment of which is enforceable by any Private Road Lot Owner. A lien is hereby established on the Private Road Lots for the purpose of enforcing the obligations of any Private Road Lot Owner who fails to pay that Private Road Lot Owners share of the cost of the Approved Maintenance of the Private Road serving his Private Road Lot. Such liens may be placed on the public record by the Association. If a Private Road Lot Owner fails to pay his or her share of the costs of the Approved Maintenance of such private road within thirty (30) days of receipt of a statement outlining the total costs of the Approved Maintenance, the defaulting Private Road Lot Owner shall pay interest accruing thereon at the lower of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law. Additionally, if any Private Road Lot Owner or the Association employs an attorney to collect the obligations hereunder from a defaulting Private Road Lot Owner or enforce the lien hereunder against a defaulting Private Road Lot Owner, such Private Road Lot Owner shall be reimbursed by the defaulting Private Road Lot Owner for all reasonable attorney's fees and court costs incurred with respect thereto.

Section 25. Rights of Duke Energy Corporation. Duke Energy Corporation has certain privileges and easements affecting the Development which include the right, privilege and easement of backing,

ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over the Development, as more specifically described in the deed from Duke Energy Corporation to the Declarant.

Section 26. Non-waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to the party upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 27. Limitation on Driveway Access. No driveway access to Highway 183 or Highway 130 shall be allowed from Lots 35-41 and 52.

## ARTICLE 8

### INSURANCE

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire and Casualty. All improvements and all fixtures included in any Common Areas, including but not limited to the Entrance Monument and all personal property and supplies belonging to the Association, shall be insured in an amount equal to 100% of the current replacement cost up to the amount specified in such hazard insurance policy (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine the cost for 100% of the current replacement of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that adjustment of loss shall be approved by the Board of Directors and the insurance company. In addition to the provisions and endorsements set forth in Article 8 Section 4 (General Guidelines), the fire and casualty insurance described herein shall contain the following provisions:

(i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(ii) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(b) Property and Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, property and public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to any Common Areas, and customary for the activities and obligations of property owners' associations for projects similar to the Development, and covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and out of the activities of the

Association. In no event shall the amounts of such property and public liability insurance ever be less than \$1,000,000.00 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the Property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board of Directors shall review such limits annually.

The property and public liability insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association, the Owners or the Mortgagees; (2) loss payments are contingent upon action by the carriers, directors, policy holders or Members; and (3) there are limiting clauses (other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

(c) Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds, belonging to or administered by the Association, in an amount determined by the Board of Directors in its discretion. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Other. Such other insurance coverages, including flood insurance and worker's compensation, as the Board of Directors shall determine from time to time desirable.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Article 5 hereof.

Section 3. Special Endorsements. The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

- (a) recognition of any insurance trust agreement entered into by the Association;
- (b) coverage that may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the named insured, any insurance trustee and all Mortgagees; and
- (c) coverage that cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 4. General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of South Carolina and holding a rating of "A-10" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of, and provide that all proceeds thereof shall be payable to, the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association,

the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Owner's Personal Property. The Association shall not be liable in any manner for the safekeeping or conditions of any personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at any Common Areas.

Further, the Association shall not be responsible or liable for any damage or loss to property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at Common Areas. Each Owner shall be solely responsible for all such personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability insurance or other insurance for damage to or loss of such property.

## ARTICLE 9

### RIGHTS OF MORTGAGEES

Section 1. Approval of Mortgagees. Unless at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration have given their prior written approval, the Association shall not:

(a) except as otherwise specifically provided herein, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for utilities or other purposes pursuant to the terms of the Declaration shall not be deemed a transfer within the meaning of this clause);

(b) except as otherwise specifically provided herein, change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) fail to maintain fire and extended coverage insurance on insurable improvements in any Common Areas in the Subdivision (with the exception of Public Roads) on a current replacement cost basis in an amount not less than 100% of the insurable value as set forth in Article 8; or

(d) use the proceeds of any hazard insurance policy covering losses to any part of any Common Area for other than the repair, replacement or reconstruction of the damaged Common Areas or other common amenities.

Section 2. Additional Rights. Any Mortgagee shall have the following rights, to wit:

(a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;

(b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend all such meetings;

(c) to be given prompt written notice of default under the Declaration, the Bylaws, any rules, regulations and guidelines promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;

(d) to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;

(e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property; and

(g) to be given prompt written notice of any action, which requires the consent of all or any portion of the Mortgagees as, specified herein.

Whenever any Mortgagee desires the provisions of this Section 2 to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by certified mail, return receipt requested, addressed to the Association and sent to its address as stated herein, or as subsequently provided by the Association to the Mortgagee, identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 3. Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 4. Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefore from the Association.

## ARTICLE 10

### CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Areas. Such proceeds shall be used to restore the Common Areas with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the

condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Article 10 Section 1 (Partial Taking Without Direct Effect on Lots) and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking or the Common Areas shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Article 9 Section 2 (Additional Rights) hereof.

## ARTICLE 11

### GENERAL PROVISIONS

Section 1. Enforcement. The Association wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners or the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to its reputation. Accordingly, during the term of this Declaration as set forth in Article 11 Section 5 (Term), the Association or any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens (including the placing of liens on the public record), and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefore. Each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association and the Owners hereby covenant and agree that they shall exercise their power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that they shall enforce any restriction, condition, covenant or reservation contained in this Declaration using all remedies available to them at law or in equity. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association hereby reserves the right and easement, but not

the obligation, to go upon any portion of the Common Areas and Private Road Easements at any time in order to repair and maintain such Common Areas and Private Road Easements where needed, in the Board of Director's sole discretion, to bring such Common Areas and Private Road Easements within the standards required by the Association. Should the Association go upon the Common Areas and Private Road Easements to perform maintenance and/or repairs for such purpose, the Private Road Lot Owners agree to reimburse the Association in full for such maintenance and/or repairs of the private Road Easements, upon receipt of a statement of such costs by the Association.

Section 2. Enforcement Process. (a) Unimproved Lot – Frontage maintenance: If an unimproved lot owner fails to properly maintain the frontage of their lot, they will be sent a written reminder to take care of the matter. After written notice is given, they will be allowed two (2) weeks from the date of the notice to correct the violation. If the owner does not correct the violation, they will be sent a second written notice that, if the violation is not corrected within two (2) weeks, they will be placed on the Wynward Pointe Lawn Frontage Maintenance program. The first year of billing will be appropriately pro-rated by the number of months remaining in that calendar year's service and will be billed immediately to the owner. Subsequently, the owner will be added automatically to the Lawn Frontage Maintenance program for the following years. The billing will be added to the annual assessment billing for the owner.

(b) Other: Except for the processes set forth in (a) above, if a Lot Owner fails to properly maintain their Lot, then:

(i) A first letter will be sent from the Association Board reminding the Lot Owner that it is the Owner's responsibility to keep the Owner's property, including the lawn and yard if applicable, reasonably maintained. If during the following two (2) weeks no action has been taken and no acknowledgement has been received;

(ii) second, certified letter, return receipt requested, informing the Lot Owner that the Owner is in violation of the Declaration and, unless the condition is corrected within two weeks, the Association will take independent action to correct the violation. If during the following two (2) weeks no action has been taken and no acknowledgement has been received;

(iii) third, certified letter, return receipt requested, will be sent informing the Lot Owner that the Owner is being assessed a fine plus the cost of the actions taken by the Association. The Association will continue to maintain the area at the Property Owner's expense until such time that the Property Owner agrees to reassume responsibility. All assessments will be added to the Owner's next annual assessment. The fine schedule shall be periodically updated by the Board of Directors and is specified in the Construction Oversight Committee's Guidelines and Worksheet for Construction and Renovation, the rules, regulations, or guidelines of the Subdivision.

Failure to pay any fine(s) and expense(s) within 30 days will result in action taken by the Association Board of Directors to collect the fine(s) and expense(s) in accordance with the Declaration.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, and easements of this Declaration may be amended at any time and from time to time by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members of the Association at which a quorum is present in

person or by proxy, with one (1) vote allocated to each Lot and fractional votes prohibited. The meeting notice for such meeting must provide notice that one of the purposes of the meeting is to consider the amendment of these Protective Covenants, and a description of the proposed amendment. Approved amendments shall be recorded together with a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Members to effect such amendment, certified by the Secretary of the Association. . Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

Section 5. Term. The covenants and restrictions of this Declaration are to run with the land (unless otherwise specified herein) and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded: after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an amendment adopted as set forth in Article 11, Section 4 hereof has been recorded, agreeing to terminate said covenants. The residential use restrictions and requirements set forth in Article 7 Section 1 (Land Use Building Type and Residential Restrictions) of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

Section 6. Notices. Any notice to a Member that is required by this Declaration shall be deemed received by such Member if the notice was properly addressed and sent to either (i) the email address found in the Association's Member Directory or (ii) if there is no email address then the physical address for that Member found at that time in the Association's Member directory. It is the sole responsibility of the Member to keep the Member's information current and to provide updates to contact and address information in the Association's Member directory.

*IN WITNESS WHEREOF, the undersigned have herewith set as our hands and seals effective the day a date first above written.*

**EXHIBIT A**

**LEGAL DESCRIPTION FOR WYNWARD POINTE SUBDIVISION**

**ORIGINAL DEVELOPMENT (PHASE I):**

ALL that certain piece, parcel, or tract of land, with improvements thereon, including Lots and Common Area, situate, lying and being in the County of Oconee, State of South Carolina, being known and designated as WYNWARD POINTE, as shown on a plat prepared by Gregory Blake Sosebee, P.L.S. # 14818, dated December 1, 1998, and recorded December 7, 1998, in the Register of Deeds Office for Oconee County, South Carolina, in Map Book A645 at Pages 7-8, and having such metes and bounds, courses and distances, and acreage as said plat will more fully reveal.

**PHASE II:**

ALL that certain piece, parcel, or tract of land, with improvements thereon, including Lots and Common Area, situate, lying and being in the County of Oconee, State of South Carolina, being known and designated as WYNWARD POINTE PHASE II, as shown on a plat prepared by Gregory Blake Sosebee, P.L.S. # 14818, dated August 26, 1999, and recorded September 8, 1999, in the Register of Deeds Office for Oconee County, South Carolina, in Map Book A706 at Pages 5-7, and having such metes and bounds, courses and distances, and acreage as said plat will more fully reveal.

**EASEMENTS:**

TOGETHER with the easements, road rights-of-way, and any and all other rights granted or shown on the above-described plats of survey and/or reserved by deed or covenants of record, including those found herein.