

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SECOND SUPPLEMENTAL DECLARATION
FOR WYNWARD POINTE
TO AMEND DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR WYNWARD POINTE
ALL PHASES

THIS SUPPLEMENTAL DECLARATION (second Supplemental Declaration) made and entered into this 12 day of August, 2008, by a Owners holding a majority of votes appurtenant to the lots in Wynward Pointe, all phases, as evidenced by their signatures signed herinafter.

W I T N E S S E T H:

WHEREAS, Crescent Resources, Inc. as Declarant under that certain Declaration of Covenants, Conditions and Restrictions – Wynward Pointe as recorded in Deed Book 1006, at Page 156, records of Oconee County, South Carolina and supplemented as recorded in Deed Book 1049, at Page 345, records of Oconee County, South Carolina; and

WHEREAS, Crescent Resources, Inc. no longer owns any lot nor any additional property in the Development; and

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

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

WHEREAS, the majority of the Owners feel their amendments are in the best interests of the Development.

NOW, THEREFORE, know all Men by These Presents that we, the undersigned being a majority as above cited, do hereby agree and consent to and by these presents amend the Covenants, Conditions and Restrictions for Wynward Pointe, all phases as follows:

ARTICLE I

DEFINITIONS

The definitions set forth in Article 1 of the Declaration are hereby supplemented and amended by adding the following:

Section 22. “Covenants, Conditions and Restrictions” shall refer to this document and will also be reflected as CC&Rs in this document dated (revised) April 26, 2008.

Section 23. “Construction and Renovation Escrow Deposit” (CRED) shall refer to the escrow deposit outlined in Article 5, Section 8.

Section 24. “Construction Oversight Committee” (COC) shall refer to the committee appointed by the Board of Directors, outlined in Article 7, Section 21.

Section 25. “Firewise Community Practices” shall refer to the practices and requirements outlined in Exhibit E.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

The Covenant for Annual and Special Assessments are hereby supplemented and amended by adding the following:

Section 8. Construction and Renovation Escrow Deposit (CRED) In addition to the Assessments authorized above, the Association may levy a Construction and Renovation Escrow Deposit to be paid to the Association by each Lot Owner prior to the beginning of construction. The CRED will be deposited in the Association’s general cash account. Before construction may begin, the Construction and Renovation Escrow Information Sheet must be completed and filed with the Association. See Exhibit D.

The CRED paid by an Owner may thereafter be used by the Association for any of the following purposes:

- (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 or 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 Covenants, Conditions and Restrictions (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 (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 or the Owner’s builder or subcontractors on any street, if and to the extent such materials and debris are not immediately removed by the Owner or the Owner’s builder or subcontractors.

(e) To pay for enforcing any of the Owner's other obligations under the CC&Rs.

(f) To pay any other costs, fines or expenses which, by the express terms of these CC&Rs, may be deducted from the CRED. The Association shall give an Owner prior notice that the Association intends to use such Owner's 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 CRED or, if the performance cannot be completed during that time, to begin the performance and to thereafter diligently pursue such performance to completion. Upon the completion of all Improvements and all Landscape Improvements and the performance of all other obligations by an Owner pursuant to the terms of these CC&Rs, the Association shall return to such Owner the unused portion (if any) of such Owner's CRED.

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

All notices given to a Lot Owner or a Lot Owner's builder or sub-contractors may be given verbally to expedite the resolution. The 24 hour notice period will commence with the receipt of written notice; however, failure to pick up the mailed notification or accept the documentation will not justify a delay in the owner's obligation and timeframe to respond.

ARTICLE VII

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 not exceeding 2-1/2 stories in height above ground shall be erected or permitted to remain upon any Lot. 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 nor otherwise used for remuneration, 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 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. Any type of overnight camping on unimproved Lots is expressly prohibited. No Lot or Improvements may be used for short-term (daily, weekly, or monthly) rentals or other transient purposes. Any lease or sublease relating to any Lot or 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 and/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 piers or floating boat dock which is appurtenant to any Property in the Subdivision, may at any time be used as a residence.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwelling erected upon any Lot shall contain not less than 1,600 square feet; any multi-story dwelling shall contain not less than 1,800 square feet and the first floor shall contain not less than 1,000 square feet.

Section 3. Building Construction and Quality. All buildings and outbuildings erected 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 single-family residential dwelling with a sales price of less than Two Hundred Forty Thousand (\$240,000) (in terms of 2008 dollar value), exclusive of the Lot, shall be permitted on any Lot, unless approved in advance in writing by Declarant or the Board of directors of Directors. 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 stoneroll siding, or exposed concrete or cement blocks. 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. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of 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.

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 metal, fiberglass, plastic, vinyl or canvas structure shall be placed or erected on any Lot or attached to any residence. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings or trailers onto the Lots owned by Declarant, to be used for storage or for construction or sales offices.

Section 5. Building Setback Lines. No building on any Lot (including any 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 Roadway 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.

Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 7.22. The foregoing notwithstanding, gazebos 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 Section 7.11. 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 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 (so as to prevent such Public Roads from being accepted for maintenance by the Oconee County Public Works Department or other applicable governmental entity). Declarant hereby reserves the right and easement, benefiting Declarant and the Association and burdening the Property, to go upon any Lot or other portion of the Property in order to remove any mail boxes or other structures or Improvements constructed within the right-of-way of any Public Road which will prevent such Public Road from being accepted for maintenance by the Oconee County Public Works Department or other applicable governmental entity. Should Declarant or the Association exercise its easement rights pursuant to the terms of this Section 7.5, the Owner of the nonconforming Lot shall reimburse Declarant or the Association (as applicable) within five (5) business days following the submission of an invoice for any costs or expenses incurred by Declarant or the Association. The exercise or nonexercise of the easement rights contained in this Section 7.5 shall be subject to the discretion of the Declarant and the Association and neither Declarant nor the Association shall have the obligation to exercise such rights.

The Association shall have the authority but not the obligation, in its sole discretion, to assess penalties against an Owner who fails to abide by the terms of this Section 7.5. The penalties authorized by this Section 7.5 as well as the expenses to be reimbursed Declarant or 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 6 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, Declarant reserves the right, which right shall be vested in and may be exercised by the Association after Declarant's Class B Membership in the Association has converted to Class A Membership, 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 of any Lot adjoining the violated setback, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation or, if in violation, provided 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 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 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. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason and any Lot or Lots which result from such change by Declarant shall not be subject to any additional assessment.

Section 8. Utility Easements. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic 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 may damage or interfere with the installation and maintenance of utilities or which may 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. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for road drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such easements shall not be construed to invalidate any of these covenants.

Section 9. Entrance Monument Easement. Declarant hereby grants, establishes, creates and reserves for the benefit of Declarant and the Association, and their successors and assigns, nonexclusive perpetual easements (the "Entrance Monument 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 "Easement Area").

Declarant or the Association shall have the right to enter, landscape and maintain the Easement Area as an entryway to the Subdivision. Further, Declarant or 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 and Declarant, which Entrance Signs may be built to the applicable governmental standards for signs; and may erect and maintain lighting for the Entrance Sign, planters and other Improvements typically used for an entryway (the Easement Area, the Entrance Sign, lighting, landscaping, irrigation and other Improvements to be constructed on the

Easement Area are herein collectively referred to as the "Entrance Monument").

Section 10. Water Drainage and Runoff

a) Stormwater Drainage Easement. Declarant reserves over the Common Areas an easement for drainage of stormwater runoff from the Lots and Public Roads within the Subdivision.

b) Water Runoff: Drainage considerations for individual Lots play an important role in the ecological balance in the community and the Lake. During construction, renovation, or landscaping, all erosion practices as detailed in Article 7, Section 19 and Exhibit C, 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 other amenity areas. Permanent landscaping of disturbed areas shall function to inhibit runoff onto neighboring Lots or directly into the Lake. All areas of a Property, including natural topography even if undisturbed, that channels excessive water onto an adjoining Lot and causes sediment to flow onto 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 runoff causes sediment to flow into the Lake, onto a neighboring Lot, or erodes the 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. 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 sideyard 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. Provided, however, that the restrictions described in this Section 11 shall not apply to any Improvements originally installed by Declarant on any Common Area.

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. No signs of any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one sign (on the Lot only) advertising the Property for sale or rent; (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs not to exceed forty-five (45) days displayed and shall be removed three (3) days after the event. These restrictions shall never apply to permanent Entrance Monuments or to temporary entry signs or advertising by Declarant, or for sale signs installed by Declarant or its agents prior to the sellout of the Subdivision.

Section 13. Antennas: Satellite Dishes or Discs. Any dish, disc, or antenna shall be reasonably camouflaged on the home or screened from view from the Lake as well as the road and

shall not be located in the area between the street right-of-way line and the minimum building setback lines applicable to the Lot. Any devices or equipment exceeding the height of the roof must be approved by the COC excluding decorative weather vanes. No masts are allowed on any Lot.

Section 14. Lot Maintenance: Trash Disposal. 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. All Lots, both Improved and Unimproved, shall be properly mowed and maintained throughout the year. Lots shall not be permitted to grow grass or weeds to a height or density where the lawn becomes an eyesore to the community. If the Lot becomes, in the judgment of the Construction Oversight Committee, a violation of this section, the following corrective steps are to be taken:

-A first letter from the Construction Oversight Committee reminding the Property Owner that it is their responsibility to keep their lawn and yard reasonably maintained. If during the following two (2) weeks no action has been taken and no acknowledgement has been received;

-A second, certified letter informing the Property Owner that they are in violation of the CC&Rs 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;

-A third, certified letter will be sent informing the Property Owner that they are being assessed a \$50 fine plus the cost of the actions taken by the Association. The Association will continue to maintain the area at the Property Owners expense until such time that the Property Owner agrees to reassume responsibility. All assessments will be added to the Owner's next annual assessment.

Failure to pay the fine and expenses within 30 days will result in action taken by the Association Board of Directors to collect the fine(s) and expenses in accordance with the Association CC&Rs.

No clothes line may be erected or maintained on any Lot. 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. Boats, 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 which provides space for parking two automobiles off the Public Roads and the Private Roads. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot or any other Common Area.

The storage of boats or campers in yards or driveways is prohibited. Boats and campers are required to be stored out of sight in garages or below houses. Trailers of any type and boats on trailers shall be kept inside an enclosed structure and not within the fifty (50) foot waterfront setback.

- a. Boats, golf carts, campers, recreational vehicles, motorcycles, bicycles and any other recreational equipment should be stored in a garage or outbuilding. Any vehicles or equipment that cannot be stored in a garage structure or discreetly screened as approved by the COC, 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, motor home, recreational vehicle or camper shall be used as a residence on the 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. Boat maintenance, for a temporary period not to exceed seven (7) calendar days, is excluded from this restriction.

All trucks, trailers, 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 a carport, enclosed garage, or on a concrete or asphalt driveway.

Section 16. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. Declarant does not make any representations regarding the future availability of municipal sewer service.

Section 17. Public Water System: No Wells. Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Section 7.8, or within public road rights-of-way. Upon its completion, the Water System and all mains, pipes, equipment and other personal Property which is part thereof, shall become 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, or that will cause any noise that 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 with the exception of dogs, cats, or other household pets, which 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.

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. The exterior of all houses and other structures must be completed within one (1) year from the date of commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities. 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, Declarant or the Association may make or provide for such repairs, and the responsible Owner shall immediately reimburse the repairing party for its out of pocket expenses in making such repairs. The Owner of each Lot and any builders 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. Declarant or 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. Declarant and 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 construction of Improvements 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 and each Owner shall be responsible for erosion control protection during any earth-disturbing operation, as described and defined in the "Erosion Control Practices" on Exhibit "C" attached hereto and incorporated herein by reference.

Section 20. Removal of Trees and Other Vegetation. All trees, 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 Declarant or the Board of directors 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 Declarant or 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.

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.

Declarant hereby reserves the right and easement benefiting Declarant and 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 Declarant or the Association exercise its easement rights pursuant to the terms of this Section 20, the Owner of the nonconforming Lot shall reimburse Declarant or the Association (as applicable) within five (5) business days following the submission of an invoice for any costs or expenses incurred by Declarant or the Association. The exercise or nonexercise of the easement rights contained in this Section 20 shall be subject to the discretion of the Declarant and the Association and neither Declarant nor the Association shall have the obligation to exercise such rights.

Declarant and/or the Association shall have the authority but not the obligation, in their sole discretion, to assess penalties 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 penalties 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 7 of this Declaration.

Section 21. The Construction Oversight Committee (COC)

The COC is a sub-committee assigned by the Association Board of Directors. The purpose of the COC is to oversee the Covenants, Conditions, and Restrictions, and is responsible for the review, approval, and communication of the acceptance or denial of construction plans submitted by the Owners prior to any construction or demolition taking place.

a. There shall be a Construction Oversight Committee organized as follows:

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

ii) The term of each Committee 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) The right to appoint and remove all members of the Committee 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 Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms of the Covenants, Conditions and Restrictions. The Committee shall review (and approve or deny) plans, drawings and/or specifications submitted for new construction, remodels, additions, and demolitions within Wynward Pointe.

c. The Committee shall meet, as required, to review, approve, deny, or deny with recommendations, all applications submitted by Owners as outlined in Section 21-b above.

d. The Committee'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 Committee for projects within Wynward Pointe. In passing upon construction plans

and/or specifications or landscaping plans, and without any limitation of the foregoing, the Committee 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 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 Committee is granted broad discretion in judging the compatibility of the proposed structures for the neighborhood. In any case, it is intended that the Committee will not approve plans, materials and/or specifications that do not comply with the Association CC&Rs.

e. The Committee has the overall responsibility for the content of the CC&R's and has the right and obligation to review and recommend changes to the CC&R's as they deem appropriate. The final approval of changes to the CC&R's lies with the Board of Directors.

f. The approval by the Committee of any plans, drawings, and/or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee, 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.

g. Neither the Committee 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:

i) The approval or disapproval of any plans, drawings, and/or specifications, whether or not defective.

ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.

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

h. Any member of the Committee 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 the plans, drawings, and/or specifications that have been approved are being complied with.

j. Any party that wants to challenge a decision by the Committee may appeal such decision to the Board of Directors. The decision of the Committee is final unless overridden by the Board of Directors. The decision of the Board of Directors is final. No Owner or any other party shall have recourse against the Committee or Board of Directors for its refusal to approve any plans, drawings, and/or specifications.

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

l. In the event an Owner violates the terms of this Article, or the terms of the CC&Rs relating to construction, the Association shall give written notice to the Owner or responsible party to cure any violations within thirty (30) days. The Association or its agents 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 right of the Association shall be in addition to all other general enforcement rights which the Association may have for a breach of violation of the terms of these CC&Rs and shall not be deemed a trespass by the Association and its agents.

Section 22. Docks, Piers and Boat Houses. Duke Energy Corporation controls access to, use of, and water levels in Lake Keowee. Any Owner, the Declarant 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. Declarant 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 Declarant 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 other pier, dock, boatslip 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, restrictions, rules and regulations 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 FERC;

(iii) rules and regulations, 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 management plan runs through August 31, 2016. 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, the Declarant 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); and

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.

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 to be constructed by 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 benefited by a road of the meeting in the manner prescribed above shall invalidate any vote taken at such meeting unless all Private Road Lot Owners benefited by such driveway 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. 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 is required to employ 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

