

Keowee Key Property Owner or Prospective Buyer:

The Committee for Architectural Review and the Environment (CARE) is pleased to learn that you are considering “Building Your Dream” in Keowee Key. We welcome you to our community. The CARE is to help you and your builder navigate through the procedures of home building.

To make the process move along as quickly as possible, we are forwarding an outline of the various steps and procedures for you and your builder.

This information for property owners is referenced in Keowee Key Declaration of Protective Covenants, the Unit, Condo and Townhomes Association Supplemental Covenants, or CARE Guide. All references are located on the Keowee Key Website ([www.keoweekeysc.com](http://www.keoweekeysc.com)), once logged in, go to tab Administration and Governance, Governance Documents, Covenants or Unit Covenants. CARE Guide is under CARE.

We want you to be familiar and comfortable with the required process which are the first nine pages. As you sort through the information, please keep in mind that the beauty and appeal Keowee Key offers today is due, in part, to strict adherence to these basic rules and procedures over the years. CARE will not schedule any new construction package until the entire application package has been submitted.

#### **Documents to submit with New Construction Package**

- A. Building plans.** Refer to New Construction, page 2 of 15 for list of items.
- B. Survey** showing proposed house location. Refer to New Construction pages 2 and 3 of 15.
- C. Grading; Sediment and Erosion Control; and Stormwater Management Plans.** A Grading Plan, Sediment and Erosion Control Plan and/or a Stormwater Management Plan is required for all new constructions. These plans must be prepared, stamped, and signed by a SC licensed Landscape Architect or SC licensed Engineer New Construction 3 to 4 of 15.
- D. Paint Application** – New Construction pages 4, 12,13, of 15 Architectural Guidelines 8 to 11 of 43; Need to include two samples of each color (exterior color samples/scheme for siding, doors, trim, roofing, gutters and downspouts, etc).
- F. Compliance Agreement** – New Construction pages 4 of 15 and Compliance Agreement 1-4 of 4. The Compliance Agreement” must be signed by you and your builder to assure all of us that the procedures are understood, and will be followed, from the beginning through to the satisfactory completion of your home. Please have your signatures witnessed when you submit this document.
- J. General Site Agreement** - New Construction page 5, and General Site Agreement -pages 1 to 5 of 5.
- K. Variance Application**, if needed. A Variance Application is only submitted if house or deck structure encroaches into a setback. Contact the CARE office to receive Variance Application.
- L. Keowee Key Utility Systems, Inc. Water and Sewer Tap Application** – New Construction 5 & 11 of 15.
- M. Owner/Builder’s Checklist** – New Construction pages 14, 15 of 15, this form describes what should be submitted.
- N.** The **review fee** is due at submission. The rest of the fees are required once the package is approved and before any construction can begin. Refer to Schedule of Fees pages 1&2 of 2.
- O. Submit a DHEC 2628 Form** – New Construction page 5 of 15.

If you have questions regarding the construction process, contact the CARE Office at 864-944-1267 or e-mail [care@kkpoa.com](mailto:care@kkpoa.com). We look forward to working with you.



# Committee for Architectural Review and the Environment (CARE)

## New Construction

### Background

New Construction in Keowee Key is subject to the Declaration of Protective Covenants, which is binding on all property owners. The Committee for Architectural Review and the Environment (CARE) is charged by the KKPOA Board to establish and monitor Architectural Guidelines thereby ensuring that improvements placed on any lot in Keowee Key are consistent with the Covenants. Pursuant to the above, the Architectural Guidelines and CARE Guide governing new construction in Keowee Key are summarized in this document.

**The rules and procedures described herein do not replace or modify the Oconee County Building Codes and requirements. In addition to the Rules and Procedures described herein, the property owner must obtain any building permit required by Oconee County Building Codes and comply with any requirements imposed by such codes.**

### Getting Started

When a property owner decides to build a home at Keowee Key and has selected a builder, the very first step in starting the construction process is execution of the CARE New Construction Compliance Agreement (NCCA). The NCCA is a legal commitment between Owner, Builder and Keowee Key Property Owners' Association (KKPOA) to comply with the Architectural Guidelines and CARE Guide.

### I. Before Construction

Keowee Key Property Owners' Association, Inc.  
Committee for Architectural Review and the Environment  
1392 Stamp Creek Road  
Salem, SC 29676

The submittal will consist of:

- A. Two sets of Building Plans (one paper copy to scale and one pdf emailed to: care@kkpoa.com).
- B. Two copies of a Plat or Survey (one paper copy and one pdf emailed to: care@kkpoa.com).
- C. Two copies of a Grading Plan; Sediment and Erosion Control Plan; and Stormwater Management Plan).
- D. One copy of the Paint Application with two samples of each color.
- E. Siding Material Samples (if applicable).
- F. One copy of the CARE Compliance Agreement.
- G. One copy of an Application for Variance, if required.
- H. The proposed footprint of the house location, driveway, walkway, patio and decks must be properly staked out.
- I. One copy of the Builder Specifications (Unit 35 only).
- J. One copy of the General Site Agreement.

- K. One copy of the Keowee Key Utilities Systems (KKUS)– Water and Sewer Tap Application.
- L. One copy of Builder’s Checklist.
- M. A check to KKPOA to cover review fees. See Schedule of Fees.
- N. Submit a notification DHEC2628 form.

Following is a description of the information that must be included as part of each of the categories listed above:

A. **Building Plans:** including but not limited to (see Builder’s Checklist and figure 1.):

1. Detailed drawings of building, showing all floors with rooms identified, and room dimensions.
2. Show front, rear, left, and right-side elevations including architectural details.
3. Heated square footage of each floor indicated.
4. All porches, patios, decks, and stairs shown.
5. Show all roof slopes.
6. Architectural details such as: trim, columns, windows, doors, and types of siding.
7. Scale of plans 1/8”= one foot or 1/4”= one foot (one paper copy to scale and one .pdf e-mailed to: care@kkpoa.com).
8. Chimney(s) noted and type of materials to cover the chimney.
9. Note final finished grading elevation at each corner of the house.
10. Draw in all finished final grading.
11. Show existing grade by a dotted line on all elevations tolerance to be  $\pm$  one foot.

B. **Plat or Survey:** including but not limited to:

1. Building setbacks prescribed in the covenants for that unit. Building setbacks for Code requirements must be as directed by the Oconee County Code Officials. If lake front lot, show 25 foot Natural Vegetative Buffer on survey/plat.
2. Scale of survey to fit an 11inch x 17inch paper.
3. Site contours on standard 2- foot elevation intervals.
4. Complete footprint of building including foundations, roof overhangs (when over two feet excluding gutters), porches, retaining walls, patios and/or decks, outside stairways, driveways, turn-around, sidewalks, parking areas, and steps.
5. Show dimensions from closest point of structure (roof overhangs\*, porches, decks, and outside stairways) to each setback line or property line.  
\* Only roof overhangs excluding gutters greater than 2 feet are included as closest point of structure, and then the closest point of the structure is the foundation plus the portion of the overhang that exceeds 2 feet.
6. Location of HVAC units and propane gas bottles (no closer to the property line than five feet or the set back if less than five feet).
7. Proposed finished elevation of all floors including the garage and top of foundation; measured from the 804 mean sea level (MSL) elevation.
8. Location and elevation of a permanent benchmark for reference during the construction period such as nail in near-by permanent tree more than 10 feet from the house. This elevation should be the proposed finished first floor elevation (FFFE). If not, indicate the elevation on the benchmark.

9. Note any utility easement on survey.
10. Topographical site plan (plat) prepared by a Registered South Carolina Surveyor dated and signed.

C. **Grading; Sediment and Erosion Control; and Stormwater Management Plans:** A Grading Plan, Sediment and Erosion Control Plan and/or a Stormwater Management Plan is required for all new constructions. These plans must be prepared, stamped, and signed by a SC licensed Landscape Architect or SC licensed Engineer. These plans are to include the following details:

1. **Grading Plan**

This grading plan will indicate all changes to the existing site topography to accommodate the proposed structure, sidewalks, decks, driveways, retaining walls and hardscape pathways on the property. Additionally, this plan will calculate whether the proposed elevation changes will result in the import or export of soil and the amounts that will be generated. The Grading plan should be prepared in conjunction with the Sediment and Erosion Control Plan and the post construction Stormwater Management Plan. All of these plans must be prepared by the applicant and submitted to KKPOA CARE Committee.

2. **Sediment and Erosion Control Plan**

All new construction sites require a Sediment and Erosion Control Plan developed and stamped by a SC licensed Landscape Architect or SC licensed Engineer. The Sediment and Erosion Control Plan will reflect the initial grading plan during the construction phase. Owners must provide effective barriers to erosion from the start of new construction and are responsible for water diverted from their property following construction. KKPOA has zero tolerance for silt on the road, entering the lake or neighboring properties. The plan showing, at a minimum, the following items:

- a. Location of existing natural and manmade drainage.
- b. Location of temporary silt fences. Silt fencing must be wire-backed, supported by metal stakes or posts, and installed per County code and SCDHEC standard SC-03. On lakefront property, silt fencing must be installed between the construction zone and the 25 foot-Oconee County Vegetative Buffer one prior to white approval. Silt fences must be inspected, maintained, and doubled as needed during construction.
- c. Construction driveway entrance. A geotextile fabric is required between stone application and ground surface. See SCDHEC Standard SC-06. The construction driveway cannot impede drainage based on item 1.
- d. Temporary “on lot” water retention areas.
- e. All exposed soil will be protected from erosion within five (5) days of completed grading. This can be accomplished by removing it or covering it with a minimum of two inches of heavy-duty single ground mulch that will prohibit exposure. The approximate footprint of the home is exempt from this requirement. Violation of this policy may include a warning or fine as outlined on the KK website.

3. **Stormwater Management Plan**

In addition to the Sediment and Erosion Control Plan listed above, all new construction sites require a Stormwater Management Plan. The plan must address steps to minimize the impact of the stormwater runoff from the completed new home construction, with particular attention being placed on drainage into neighboring properties, erosion/sediment controls, and utilization and restoration of existing drainage facilities in place prior to construction. This Stormwater Management Plan will reflect the final grading plan.

**Prior to release of the builder’s deposit, the landscape architect or engineer, originally hired by the contractor, must confirm in writing that the Grading Plan and Stormwater Management Plan have been properly implemented.**

- D. **Paint and Color Specifications:** Completed and signed copies of the Paint Application for Exterior Home Color. (Submit colored pictures for the samples of stone or brick.)
  1. Supply manufacturer’s sample chips of all exterior paints and stains.
  2. Samples of all siding material, if not natural wood, painted with the actual proposed paint or stain which shall be large enough to properly be evaluated.
  3. Sample of brick/stone or any other exterior material proposed for use (colored picture samples are acceptable).
  4. Type of roofing material, manufacturer, color, style.
  5. Prior to painting, the sample of chosen paint colors must be applied as per Paint Application for final approval by the Paint Subcommittee.
  
- E. **Siding Material Samples:** Natural wood, manmade materials, and composites such as “Hardiplank” will be considered. Check with the CARE office for other approved materials.
  
- F. **Compliance Agreement:** This document is signed by the owners, the builder, and a representative of CARE. It is an extremely important document that states the condition of approval for building in Keowee Key according to the Protective Covenants and Bylaws of the KKPOA.
  
- G. **Variance Application:** A variance must be requested for an encroachment into any setback including outbuildings, porches, decks, terraces, garages, carports, stairways. A structure that projects above ground level attached to the dwelling shall conform to the designated setbacks for that particular lot. Roof overhangs (excluding gutters) may project up to two feet into the setbacks. If a variance is required, an “Application for Variance” must be completed and submitted together with the required fee to CARE. A procedure will then be followed which will include a Variance Hearing. This procedure will be initiated, and the hearing scheduled by the CARE office on receipt of the application (two-week minimum). Once construction is complete, it is the responsibility of the Owner to submit a “Final as Built” survey. The CARE office will then issue a “Notarized Letter of Variance” which the homeowner can file at Oconee County Offices.
  
- H. The proposed footprint of the house location, driveway, walkway, retaining walls, and decks must be identified on the lot by use of stakes adjoined by one inch-wide tape (bright color) to outline the area. The side property lines must be identified by stakes or flagging. The First Floor Elevation (FFE) reference mark should be in place on a permanent tree as close as possible to the house and on a stake inside foundation perimeter. The driveway needs to be staked. **The lot**

**must be staked out. If the lot is not staked out, site meeting as described below will not be held.**

- I. **Specifications:** dated and signed including but not limited to (Unit 35 only):
  - 1. Information supplementing the working drawings such as siding details, brick specs., trim details, etc.
  - 2. Any information that could further clarify intent or selection.
- J. **General Site Agreement** – Acknowledgement that the owner and contractor will sign and follow the General Site Agreement. All of the guidelines set forth in this document will remain in full force and for the duration of the construction.
- K. **Keowee Key Utilities Systems (KKUS)** – Water and Sewer Tap Application - Owner and builder sign the form. A tap application request must be signed by a responsible person at the KKUS Office when either the water tap, or sewer tap is required.
- L. **Builder’s Checklist** – Completed by builder or owner. Used as a checklist to make sure all documents are submitted for a new construction package.
- M. **Submit a check to KKPOA to cover review fees.** See Schedule of Fees.
- N. **Submit a DHEC 2628 form.** You are required to submit this form that is located on the following website: [www.scdhec.gov](http://www.scdhec.gov). Once you submit the form, DEHC will confirm receipt of this e-mail. This e-mail must be forwarded to [care@kkpoa.com](mailto:care@kkpoa.com).

Once these documents are received, including the review fee and variance approval, if required, they will be reviewed by CARE Members. Then a “site meeting” will be held. Participants including the Owner (if possible), Builder, CARE New Construction Subcommittee Chair, Landscape and Shoreline Subcommittee Chair, Drainage Subcommittee Chair, Tree Subcommittee Chair, Construction Manager for CARE, KKUS, and Golf Maintenance (if a golf course lot) will be invited to this meeting to discuss concerns. Once this meeting is completed and documents of agreement and approval are signed, the New Construction Subcommittee Chair will take a recommendation to the CARE Committee at its next CARE meeting for approval to issue the “White Approval”. (A minimum of a two week period is required for a satisfactory review.) Contact CARE office for scheduled CARE meetings dates.

This site meeting is designed to review any concerns raised during the review process, as well as any other concerns, including tree removal, that may be voiced or evidenced on the site.

CARE will send an approval letter. The contractor needs to apply for an Oconee County Building permit. This permit must be posted prior to issuance of the White Approval. No activity may take place until receipt of the Oconee County permit, fees have been paid, and other required documents stated in the approval letter.

## **II. White Approval**

A White Approval is needed before you start. The White Approval will allow you to remove trees, clear the home site, install footings and foundation, install silt fences, hay bales, mulch exposed (disturbed soil) and backfill. To obtain this approval you need to complete the following “plans”. These “plans” are to be submitted to the CARE office):

If the White Approval has not been picked up within 90 days after review and approval of the plans, the approval will be rescinded; and, at the discretion of the committee, new fees may be charged.

## **III. Green Approval**

**Green Approval** allows construction above the foundation to begin, and complete construction with approved plans.

Green Approval will be issued when the following conditions are satisfied:

- A. The foundation must be backfilled, all exposed soil must be stabilized with a minimum of two inches of mulch (single/coarse ground), silt fencing/hay bales/straw socks are in place and being maintained. The first-floor deck can be installed with no vertical framing to stabilize the foundation.
- B. “As Built” Survey: The contractor must submit for CARE approval, an original “As Built” survey prepared by a licensed South Carolina surveyor, documenting the construction allowed by the White Approval (foundation). This survey shall contain but, not be limited to, the following information:
  - Confirm and/or show the location of the foundation, retaining walls, and decks on the lot, distance of each from setback lines, easements, or approved variances.
  - Confirm and/or show the top of foundation elevation, accompanied by the builder’s written verification of the measurement from the top of the foundation to the Finished First Floor Elevation.

The Green Approval will be issued as soon as practical (maximum of 5 working days), after CARE has been notified that item III. A and B have been completed. The Owner/Builder will be notified of any deficiencies or corrective action required. When the deficiencies or corrective measures have been completed, the Green Approval will be issued.

## **IV. Completion of Construction**

A final Landscaping Plan is required before CARE returns the owner’s deposit. This final plan includes “hardscape” features (sidewalks, paths, rock walls, etc.) and “softscape” features (planting beds, “natural” areas, tree & plant selection, etc.) From this point, owners have a year in which to complete installation of the Landscape Plan.

Construction, once commenced, shall be completed within 12 months of the start date. The property will become improved at this point according to the Covenants Section I. Definitions. Improved Lot. The start

date is considered to be the date of issuance of the White Approval. See Keowee Key Directory for definitions of improved and unimproved.

**V. Changes** No changes to the external features shown in the approved “Plans” are authorized unless prior written approval has been obtained from CARE after submission of a “Change Order”. This includes, but is not limited to, changes to the following:

- Exterior materials.
- Purposeful change in approved FFE prior to completion of foundation.
- Change in footprint.
- Paint/Stain color and schemes.
- Style or location of windows/doors.
- Exterior trim, decks and porches, stairs, and landings.
- Size/location of walks/driveways/parking areas.

If major changes arise requiring additions and/or modifications to the original approved foundation plans, the same procedures as with new construction must be followed. The exception is that fees, if determined by CARE to be unnecessary, may be waived.

**Note: Any changes not approved or accepted by CARE may require corrective action by the Owner and/or fine.**

#### **VI. Change of Ownership or of Builder**

If the identity of the Owner or the Builder changes after a building approval has been issued, the “white,” or “green” building approval is canceled and must be returned to the CARE Office. The new Builder or new Owner must submit a new Building Package along with another Review Fee or provide written notice of intent signed by the Builder and the Owner to abide by the previously approved Building Package. In this case a second CARE Review Fee will not be required.

#### **VII. Purpose and Use of Review Fee, Road Use Fee, and Owner’s Deposit**

- A. The Review Fee is used to review the new construction application. This fee is nonrefundable.
- B. The Road Use Fee is used for Keowee Key to repair the asphalt roads due to wear and tear from construction vehicles. This fee is nonrefundable.
- C. The owner’s deposit that is required to be paid to KKPOA by each lot owner shall be deposited in an escrow account. The owner’s deposit may thereafter be used by CARE for any of the following purposes:
  1. To pay for the cost to repair any damage to the underground utilities, roadways or common areas in Keowee Key caused by the owner’s builder or subcontractors and not repaired by the responsible owner’s builder or subcontractors.
  2. To pay for the cost of completing any improvements so that they are in accordance with the approved final building plans and specifications and/or to the extent that the owner fails to complete such improvements consistent with the terms of the New Construction Rules and Procedures.
  3. To pay for the cost of restoring or replacing any trees, other vegetation, grades, or other

- natural features improperly removed, altered, or destroyed by the owner's builder or subcontractors, in violation of the New Construction Process and Architectural Guidelines.
4. To reimburse KKPOA for the cost of cleaning up any significant amount of dirt, cement, or debris left by the owner's builder or subcontractors, if, and to the extent, such materials and debris are not immediately removed by the owner's builder or subcontractors.
  5. To pay for the cost of enforcing any of the owner's builder other obligations under the New Construction Rules and Procedures.
  6. To pay any other costs, fines, or expenses, which by the express terms of the New Construction Process, may be deducted from the owner's deposit. Except for the reimbursements described in Section VI.A.5 above and except for the application of the owner's deposit in accordance with the express terms of other provisions in the New Construction Rules and Procedures, CARE shall give an owner prior notice that CARE intends to use such owner's deposit for a particular purpose. Such owner thereafter shall have twenty-four hours from the date of the notice to complete the performance that is required and for which CARE intended to use such owner's deposit; 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 builder pursuant to the terms of the New Construction Process, CARE shall return to the owner the unused portion (if any) of such owner's deposit.
- D. In the event Keowee Key Property Owners Association expends sums on the Owner's behalf as provided above in excess of the builder's deposit, the builder shall pay the excess to KKPOA within twenty days of notice thereof. Any and all interest earned on the builder's deposit shall be credited to and retained by KKPOA for its sole use and benefit.
- E. All notices given to a lot owner or a lot owner's builder will be given in accordance with paragraph VIII and the Compliance Agreement.
- F. **Refund.** A refund of the Owner's Deposit will be issued if the following conditions are met:
1. Completion of the Final Site Inspector's Report.
  2. Approval of the Final Landscape Plan.
  3. Satisfactory completion of the Stormwater Water Management Plan.
  4. Satisfactory settlements of any or all citations which may have been issued for any reasons, including but not limited to, Covenants or Rule violations, unauthorized changes, etc.

### **VIII. Application for Review by Prospective Owner of Lot in Keowee Key**

Under certain circumstances, a prospective owner, or owners (collectively the "Prospective Owners") of a lot at Keowee Key may wish to have their house plans approved by CARE, and/or obtain a variance for the lot they are purchasing, before purchasing the property in question. The following provisions shall apply to any application for review submitted by a Prospective Owner of a lot in Keowee Key.

- A. Supply CARE with a copy of the contract of sale between the Owner(s) of said lot and the Prospective Owners. The Prospective Owners must certify that the copy is a true copy of the

original contract of sale, with all amendments and addenda attached. The contract of sale may be contingent on the approval of the plans or granting of the variance sought.

- B. The plan review or variance request shall comply with all of the requirements of an owner seeking plan approval and/or a variance under CARE rules. Each time CARE rules refer to the "Owner", they shall be deemed, to refer to the Prospective Owners. The Prospective Owners shall sign the New Construction Compliance Agreement and the Application for Variance (if applicable), rather than the Owner of the lot.
- C. No **White Approval**, as defined herein, shall be issued to the Prospective Owner (for the construction on the subject lot) until title to the subject lot has been transferred from the Owners to the Prospective Owners and all other conditions for issuance of the White Approval is issued for such lot.
- D. In no event shall KKPOA or CARE be responsible for reimbursing the owner or Prospective Owner for any costs associated therewith, including, but not limited to, fees– Schedule of Fees, surveys, permit fees, cost of plans, etc.

If there are any questions concerning these Rules and Procedures, please direct those inquiries to CARE at (864) 944-1267 or write to: Committee for Architectural Review and the Environment, 1392 Stamp Creek Road, Salem, South Carolina 29676.

## **IX. Notices**

Each letter, document, or submittal (collectively, “notice”) must be given in compliance of this section.

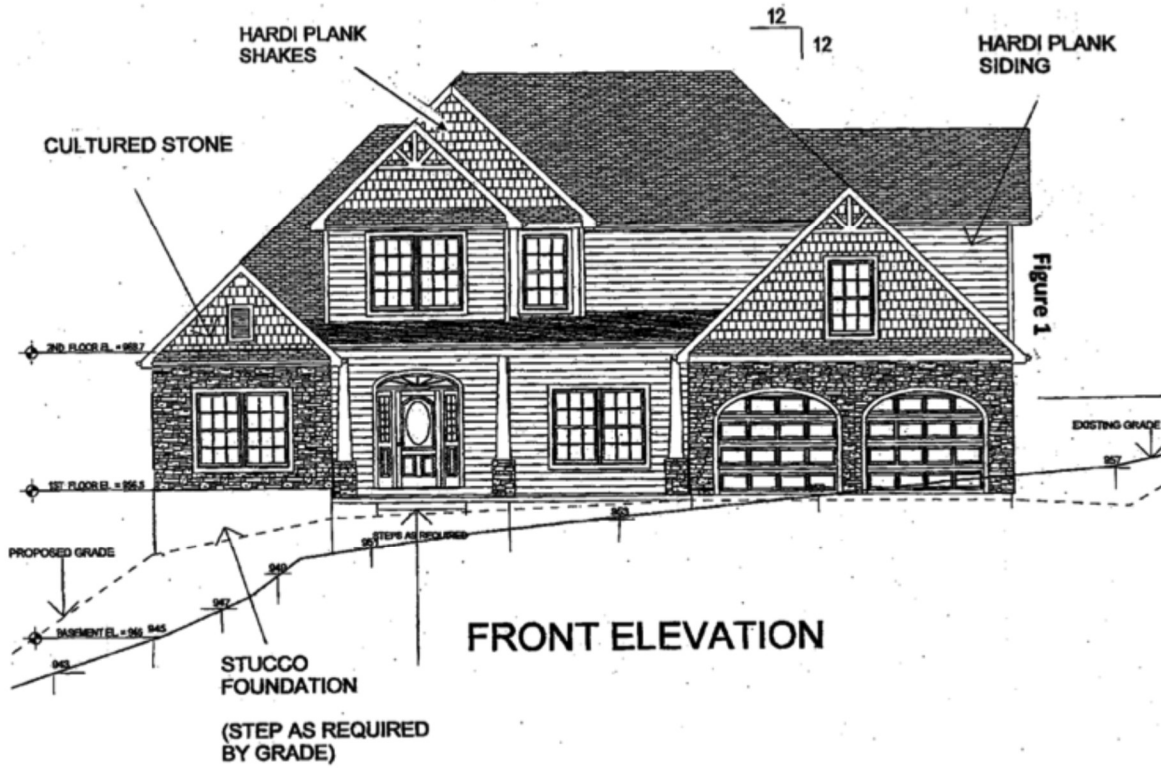
- A. Any notice to be given to CARE shall be deemed to have been duly served and to be effective only when a receipt acknowledging such delivery (such as certified/registered mail, courier service, or hand delivery receipt) is signed by a member or authorized representative of CARE. The address of CARE for delivery of notices hereunder shall be as follows:

Keowee Property Owners Association  
CARE  
1392 Stamp Road  
Salem, SC 29676

- B. Any notice to be given to an owner shall be deemed to be duly served when picked up by the owner (or the owner’s agent) at the CARE office or when delivered to the owner’s address (or the owners agent address) by: certified/registered mail, courier service, or hand delivery receipt) mail, fax, or e-mail.

Notices shall be considered delivered seven calendar days from the date sent. Contact information for the owner and builder shall be as initially submitted unless formally changed in writing.

Figure 1



## Building Guidelines

### Design Style Guidelines

These Design Style Guidelines are intended to provide assistance to owners regarding matters of particular concern to CARE in considering applications. These Guidelines are not exhaustive and only provide guidance as currently known to CARE. For any design specific items these Guidelines may be silent on, please consult CARE.

	Allowable	Generally, Not Allowed
General Design	Traditional Structures	Geodesic Domes Cylindrical/Polygonal Package. Formal, e.g. Greek Revival, Buried Dwellings, Extreme Modern, Log Homes, Spanish, Southwest Stucco, Excessively Ornate
Floor Levels	Main level plus one each, upper and lower (3 maximum).	More than three levels of heated space.
Roof Designs	Simple, gable end or hip Pitch: 6/12 to 12/12.	Flat, very steeply pitched or rounded forms.
Roofing Materials	Composition shingles. Slate & Tile (if color is acceptable.) Metal - dull/matte finish, raised seams.	Plastic, Wood Shingles, or Tar Paper Sheeting. Shiny, reflective metal. Gravel over tar and paper. White or bright colored in any materials. Corrugated metal or fiberglass sheets. Wood shingles.
Garage/Carport	Attached to dwelling or connected by covered walk.	Detached from dwelling.
Chimneys	Chimneys with approved siding material	Black pipes.
Roof Vents	Black pipes under 3" in diameter.	Pipes over 4 inches in diameter must be covered with approved siding material
Siding	Wood: lap or grooved. Brick, Stone, Stucco Selected Man-made siding such as Hardi-Plank, LP Smart Side	All bright, shiny, reflective materials. Metal and vinyl siding, Most hardboard, e.g., Masonite Bare concrete or block. Asbestos Shingles/panels, Glass block, Marble, Granite, Log Homes
Trim	Wood Metal Synthetics if wood grained. Vinyl soffits	Bare, bright metal. Reflective, shiny plastic. Bright white.
Gutters and Downspouts	Non-corroding metal finished to match or compliment siding.	Shiny, contrasting metal or plastic.

## **Accessory Structures/ Garages**

- Without the approval of CARE, no accessory outbuildings shall be erected on any lot or parcel prior to the erection of a dwelling thereon.
- In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.
- In order to be considered attached, the garage must be integral to or abut the house, or be connected to the house by a covered breezeway.

## **Exterior Glass Walls, Doors, and Windows**

- Glass walls and the use of windows, and glass doors may be appropriate to take advantage of views and to provide ventilation and natural light.
- These features must enhance the overall appearance of the house and may not negatively impact neighboring properties.

## **Shutters**

- Shutters are allowed, provided that they are sized to cover the window opening.
- Shutters must be constructed of wood, metal, or heavy gauge vinyl/nylon and colored to complement the overall color scheme of the home.
- The style of the shutter must be compatible with the architecture of the home.

## **Siding and Trim**

- Exterior materials and colors must harmonize with the natural surroundings and with the materials and colors of other structures on the property.
- Generally acceptable exterior wall materials include hard coat stucco, brick, fiber cement board, or wood.
- Other materials must be submitted to CARE for approval at the time of application submission.

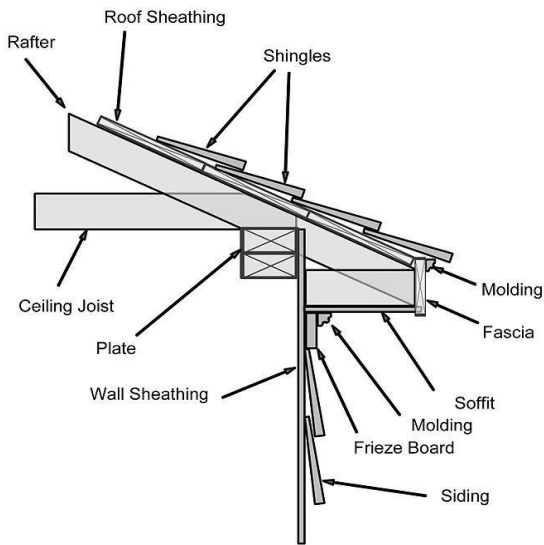
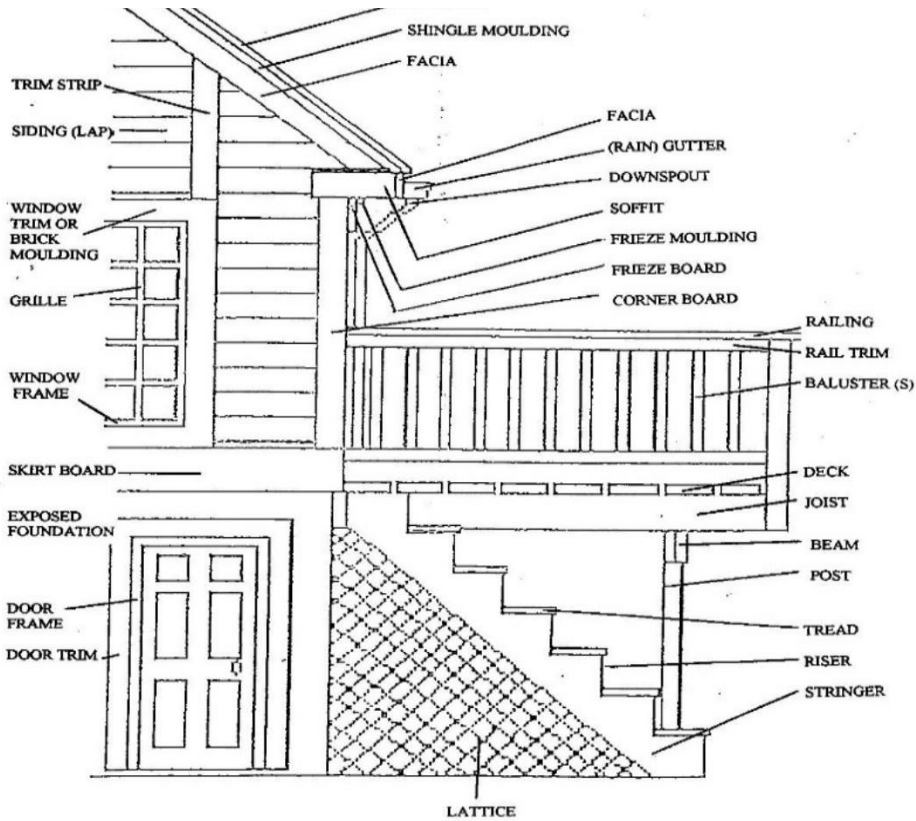
## **Roof Design and Materials**

- Roofs can be constructed of asphalt shingles, slate or metal panels.
- Color must be approved by Paint Subcommittee member.
- Metal roof colors must be approved by a Paint Subcommittee member.
- The following are not allowed: plastic or tarpaper sheeting, shiny, reflective metal, gravel over tar and paper, white or bright colors, corrugated metal or fiberglass sheets.

## **Chimneys**

- Chimneys must comply with Oconee County Building Code requirements for location, height, materials and design.
- The chimney may be clad in siding painted the same color as the house.
- It may also be clad in stone, stucco, brick or other materials designed to have the appearance of natural materials.
- Exposed metal pipe chimneys are not acceptable.

# Dictionary of Exterior Trim



## Exterior Paint Colors and Finishes

- Approval is required for any painting, staining or other finishing and refinishing, including repainting of the exterior. CARE approval is demonstrated by issuance of a CARE approved application. No job shall proceed with any colors or color scheme other than those approved on the application. A paint application is needed for the following:
  - Structure
  - Walk
  - Driveway, including recoating
  - Roofing material, including fascia, gutters and downspouts, soffits, frieze and corner boards
  - Any improvement on a Keowee Key lot
  - Decks including railing, post, beam, joist, baluster and lattice
  - Stairs including tread, riser and stringer
  - House exterior, including siding, trim, molding, windows (grill and frame), garage doors, exterior doors, and skirting
  - Retaining walls
- Subcommittee approval is also required for shoreline below the 804 line (sea level elevations), including: dock roofs, stone facing, stucco color, deck flooring, railing and balustrades.
- The rules apply even for repainting with an identical color scheme.
- Paint Applications must include:
  - Paint manufacturer
  - Manufacturer's name for the color
  - Manufacturer's code number for the formula
  - Sheen or finish for the paint project
- Paint Sample: a painted 3 foot x 3 foot sample of the siding, trim and accent selections is required for any Paint Application approval. This applies to painting or repainting an existing home, minor and major renovations, new construction, structures below the 804 line (sea level elevations), and any exterior structures.
- Driveway: Painting concrete driveways is not allowed. Concrete or stamped driveway can be stained with a penetrating color that does not form a film or other layer on the surface. Or color may be mixed with the concrete when poured. Asphalt driveways may be coated or recoated with a black sealant.
- Recommended Paint Book Schemes: in the selection of exterior colors, owners are encouraged to strive for a resulting home (or other improvement) finish, which is compatible with other neighborhood homes and in harmony with the overall environment. A Paint Book with allowed color combinations and schemes is available at the CARE office, and all property owners are encouraged to select paint colors from this book. Schemes chosen from the Paint Book require approval from one Paint Subcommittee Member. Schemes that are submitted outside those in the Paint Book require the approval of two Paint Committee members.

- Sheen: the preferable sheen, or finish, is a flat or matte. Satin will be approved on an individual basis. Typically, very dark siding colors and very light siding colors may not be in a satin finish as they appear shiny and compete with the natural environment.
- Exterior and Garage Doors: owners are generally allowed a range of discretionary color choices for the front door, which must be approved. The Paint Book at the CARE office has selections for trim and accent colors that coordinate with the preferred siding colors. All other exterior doors must match either the siding color or the trim color. Garage doors left as the standard white will not be approved. Garage doors should be painted to match the siding or trim. The colors for the exterior doors and garage door will be reviewed and approved by the committee.
- Extreme House Colors: white (or near white) and black (or dark grays) as a siding color is not acceptable and is not consistent with the environment of a country club / lakeside community. White is too bright and does not blend in with the surroundings. Blacks, while trendy, are better suited to an urban environment. In general, any dark colors must be rated at a light reflective value (LRV) greater than 20.
- Trim and accent colors: light colored trim is permitted, but the contrast between siding and trim and accent must be evaluated. Too much or too little contrast may be criteria for disapproval. The Paint Book located in the CARE Office has a list of acceptable white paint to be applied to the trim
- Exposed foundation concrete and/or stucco greater than 12 inches in vertical height above ground level is to be painted or stained to match the color of the home's siding. Deviations from siding color, although not recommended, may be considered upon request on a case-by-case basis, but require approval.
- Painting as part of minor repair: if siding board replacement or any other repair causes a break in the siding of the home, the owner must repaint the same color. A new Paint Application and Repair Application must be submitted if there is a change of color. This rule applies to deck boards, re-roofing, replacing garage door, etc.
- Painting as part of major renovations: if the major renovation project is repainted the same colors, this may be noted on the Major Renovation Application. The Major Renovations Subcommittee Chair will determine if the Paint Subcommittee needs to review any exterior color.
- Property owners must submit a Paint Application as part of the New Construction Application. Two members from the Paint Committee approve the projected colors.
- The same rules and requirements noted above apply to exterior painting of a new construction.
- "Spec Homes" are those that do not have a designated buyer and are being constructed by independent contractor development companies or purchased for the purpose of resale (i.e., flipped). These homes must be painted using one of the schemes and color palettes from the Paint Book.
- Selection of colors and other matters raised by the Paint Subcommittee will need to be resolved before CARE releases the Green Application.

- Any changes to the approved exterior colors will require a Change Order with a new Paint Application.
- Applications will not be processed unless all relevant information requested has been provided.

### **Exterior Paint Colors and Finishes Review Process**

- The Paint Application will be assigned to a Paint Subcommittee member. The owner will be made aware of the assignment within 5 days of receipt of the application at the CARE Office.
- If the Paint Subcommittee determines that the application is incomplete, the process is put on hold until the missing elements on the Paint Application are completed.
- The Paint Subcommittee member reviews the application, verifies the color selections and drives by the house to assess the surrounding homes and neighborhood for conflicts with the colors.
- If the Subcommittee Member determines that the application is complete as set forth in the Architectural Guidelines, and the proposed color scheme satisfies the requirements in the Paint Book located in the CARE Office, the Subcommittee member is authorized to approve the application. Once authorized, the Perfect Forms system sends an approval to the Owner's email, good for no more than 6 months from the date of issue.
- If the Subcommittee Member verifies that the colors selected are not in the Paint Book, a second Paint Subcommittee member is assigned to the review process.

### **Exterior Paint Colors and Finishes Appeal Process**

- If the Paint Subcommittee Member(s) are inclined to reject the proposed color scheme as failing to meet the Architectural Guidelines, or, if there is sufficient doubt that the full CARE Committee will approve the request; the Paint Committee Member will notify the Paint Subcommittee Chair of this concern.
- The Paint Subcommittee Chair will review the application with the entire Paint Subcommittee team and decide to approve or reject the application.
- Application Disapproval: the owner is notified that the Paint Committee has not approved the application and the reasons for disapproval included. Owners are notified that the issue will be forwarded to the full CARE Committee for review.
- Owners are encouraged to make changes to the color scheme by submitting a new Paint Application. The correspondence to the owner is on Keowee Key Property Owners' Association (KKPOA) letterhead and is signed by both the Paint Subcommittee Chair and Paint Subcommittee Member.
- If the owner insists that the original proposed color scheme be maintained, the CARE Committee will review and vote on the application. If approved, the application will be processed. If denied, owners have the right to appeal to the KKPOA Board of Directors.

- Normal doorway, walkway and driveway lighting should be directed downward and limited in number of fixtures and intensity of lamps and usage as required to provide safe passage and a warm welcome to guests. In consideration of neighbors, this category of lighting, except for momentary or short-term usage, should be turned off at 10:00 p.m.
- Landscape accent lighting should be low voltage and low intensity. The height of such lighting fixtures should not exceed approximately 18 inches. Landscape accent lighting shall be approved by CARE.
- Year-round decorative lighting of homes, as opposed to holiday lighting, is prohibited.
- Security lighting for docks may be left on during hours of darkness but should be of no greater intensity than that necessary to provide minimum illumination of the dock area.
- It is particularly important that dock lighting not be a nuisance to neighbors, including across-the-water neighbors.
- CARE is available for consultation regarding any exterior lighting.
- If CARE determines that a light source is a nuisance, CARE can direct the light source to be altered to conform to the Covenants and CARE Guidelines. Noncompliance will be subject to the fine process.

## **Site Guidelines**

### **Setbacks and Square Footage Requirements**

- Each dwelling shall have fully enclosed and heated floor area, exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuilding, with not less than the number of square feet established in the Supplemental Declaration for the Unit in which the lot is situated.
- Outbuildings, porches, decks, terraces, garages, carports, stairways, or any other structure that projects above ground level attached to the dwelling, shall conform to the designated setbacks for that particular lot. Roof overhangs, excluding gutters, may project up to 2 feet into the setbacks.

## Keowee Key Unit Regulations/Setbacks

This is only a guide. Refer to the Unit Supplemental Declaration of Protective Covenants to understand how chart is used.

Unit No.	First Floor	Minimum Sq. Ft.	Street Setback	Side Setback	Rear Setback
	1/ Level House	2/ Level House			
1, 2 & 3	1,080	850	30'	10'	25'
2B	2,400	2,000	30'	10'	25'
4, 5 & 6	1,200	900	30'	10'	25'
7	1,800	1,200	30'	10'	25'
8, 9 & 10	1,080	850	15'	2.5'*	15'
11 & 12	1,080	850	30'	10'	25'
13, 14 & 15	1,400	950	30'	10'	25'
16 & 17	1,800	1,200	30'	10'	25'
18, 19 & 20	1,400	950	30'	10'	25'
21	1,600	1,200	30'	10'	25'
22	1,600	1,600	50'	25'	50'
24	1,400	1,000	15'	2.5'*	15'
25	1,500	1,100	30'	10'	25'
26	1,080	850	15'	2.5'*	15'
27	1,400	950	30'	10'	25'
28	2,200	1,600	30'	10'	25'
29	1,500	1,100	30'	10'	25'
30 & 31	1,400	950	30'	10'	25'
32	1,400	950	15'	2.5'*	15'
32A	1,400	1,400 FF	15'	2.5'*	15'
33 & 34	1,400	950	30'	10'	25'
35	Spinnaker Cove Plans		10'	0' to 10'*	10'
36	1,500	1,100	30'	5'	25'
37	1,600	1,200	20'	10'	20'

\* Units with smaller side setbacks less than five feet need to follow Oconee County Building Code.

# Committee for Architectural Review and the Environment (CARE)

## Schedule of Fees

Fee amounts are subject to change at the sole discretion of CARE without notice.

### New Construction

Review		\$1,200
Road Use		\$3,100
*Owner's Deposit		\$5,000
Keowee Key® Utility (KKUS)		
Water Tap	\$ 750	
Sewer Tap	\$ 750	
Impact	\$3,000	
KKUS Total		\$ 4,500

### Variances

**Variance Request		\$ 150
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### Razing

Review		\$ 500
Road Use		\$1,000
*Owner's Deposit		\$5,000
Keowee Key Utility (KKUS)		

(KKUS fees are on a case-by- case basis and will be assessed at the time of application.)

Water Shut Off		\$ 40
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### Major Renovations / Drainage / Landscape / Tree Removal

Fees for these projects may be assessed on a case-by-case based on the project or combination of projects. On the next page are proposed fees depending on the type of project or combination of projects.

Review	minimum \$150	\$ 300 maximum
Road Use	minimum \$100	\$ 725 maximum
*Owner's Deposit		\$2,500 maximum

\*Owner's Deposits – This fee is a refundable deposit and is held to enforce compliance of the owner, contractor, their workers, subcontractors, and suppliers with the Covenants and related rules and procedures as set forth by Keowee Key and CARE. Effective September 29, 2010.

\*\*Variance Request – This fee is a non-refundable process fee required at the time of the request. Grandfathered variances are exempt from this fee. Effective September 29, 2010

**Proposed fees depending on the type of project or combination of projects. Some of these projects may require an Oconee County Permit in addition to CARE's approved application.**

	<b>Review Fee</b>	<b>Road Use Fee</b>
Tree removal of more than 10 trees		\$100
Asphalt Driveway Replacement	\$150	\$100
Concrete Driveway Replacement	\$150	\$100 per concrete TL
New patios/replacement under 200 sq feet	\$150	
New patios/replacement over 200 sq feet	\$150	\$100 per concrete TL
Garage/room additions/ Open Covered Porch Addition	\$300	\$750
Deck Additions under 200 sq feet	\$150	
Deck additions over 200 sq feet	\$150	\$100
Retaining Walls under 2 feet height	\$150	
Retaining Walls over 2 feet height	\$150	\$200
Drainage rock swales	\$150	\$100
Landscaping (site renovations)	\$150	up to \$725
Outdoor wood burning chimneys	\$150	



## OWNER/BUILDER'S CHECKLIST

<b>Unit/Lot</b>	<b>Address</b>
<b>Builder Name</b>	<b>Owner Name</b>
<b>Builder E-mail Address</b>	<b>Owner E-mail Address</b>
<b>Builder Phone #</b>	<b>Owner Phone #</b>
<b>Builder Mailing Address</b>	<b>Owner Mailing Address</b>

Check Yes (Y), No (N) or Not Applicable (N/A)

**The following documents are required for submittal:**

Item	Y/N/NA	Comment
A. Building Plans (one each pdf and paper to scale)		
B. Plat or Survey (one each pdf and 11" x 17" paper)		
C. 1. Two copies of Grading Plan 2. Two copies of Sediment and Erosion Control Plan 3. Two copies of Stormwater Management Plan		
D. One copy of Paint Application with two of each sample colors		
E. Siding Samples, if required		
F. One copy of signed KKPOA New Construction Compliance Agreement		
G. One copy of Application for Variance, if required		
H. Is the lot staked out using a ribbon to outline the house, property lines, driveway, sidewalks, and decks?		
I. One copy of Builder Specifications unless on house plans. (Required for Unit 35)		
J. One copy of General Site Agreement		
K. One copy of KKUS Water/Sewer Tap Application		
L. One copy of Builder's Checklist		
M. Pay Review Fee for Proposed New Construction		
N. Submit the DHEC Form 2628 to DHEC. E-mail CARE confirmation from DHEC.		

**A. Building Plan Requirements:**

Item	Y/N/NA	Comment
1. Detailed drawings of building, showing all floors with rooms identified; and room dimensions.		
2. Show front, rear, left, and right-side elevations.		
3. Heated square footage of each floor indicated.		
4. All porches, patios, decks and stairs serving shown.		
5. Show all roof slopes.		
6. Architectural details.		
7. Scale of plans 1/8"=1' or 1/4"=1' (One copy pdf and second plan to scale.).		
8. Chimney(ies) noted and material used.		
9. Note final finished grading elevation at each corner of the house.		
10. Draw in all finished final grading.		
11. Show existing grade by a dotted line on all elevations (tolerance to be ± one foot).		
12. Large pipes or vents exposed thru the roof.		

**B. Plat or Survey Requirements:**

Item	Y/N/NA	Comment
1. Building setbacks if prescribed in the covenants for that unit). Be aware of code requirements on smaller setbacks.		
2. Scale of survey to fit 11" x 17" paper.		
3. Site contours on standard (2) foot elevation intervals.		
4. Complete footprint of building including foundations, roof overhangs only over 2' (excluding gutters), porches, retaining walls, patios and/or decks, outside stairways, driveways, turn-around, sidewalks, parking areas, and steps.		
5. Show dimensions from closest point of structure (roof, overhangs only over 2' (excluding gutters), decks, etc.) to each setback line or property line.		
6. Location of HVAC units and gas bottles.		
7. Proposed finished elevation of all floors including the garage and top of foundation; measured from the mean sea level (MSL) elevation.		
8. Location and elevation of a permanent benchmark for reference during the construction period such as nails in nearby <b>permanent trees</b> more than 10 feet from the house. This elevation should be the proposed finished first floor elevation (FFFE). If not, indicate the elevation on the benchmark.		
9. Note any utility easement on survey.		
10. Topographical site plan (plat) prepared by a Registered South Carolina Surveyor dated and signed.		

**Comments:**


## KEOWEE KEY PAINT APPLICATION

<b>Unit/Lot</b>	<b>Address</b>	<b>Date</b>	<b>CARE #</b>
<b>Owner Name, Phone &amp; Phone Email</b>		<b>Contractor Name &amp; Phone</b>	

Submit paint color sample by manufacturer’s name, color name and number and, photo of other materials in appropriate block below. For siding and foundations: In order to ensure that paint colors selected for structures in Keowee Key satisfy the Community’s guidelines and are satisfactory to the person/persons requesting the permit, the sample of the chosen paint color must be applied to a 3’ by 3’ area on the structure along with a section of the adjacent trim for FINAL approval. Refer to Chapter H – CARE Standard for Exterior Home Color.

<b>1 – Siding/Body</b>  Sheen/Finish Flat Matte Satin	<b>2 – Foundation</b>
<b>3 – Front Doors</b>	<b>4 – Garage Door</b>  Siding Match Trim Match Wood or other Specify
<b>5 – Window/Door Trim</b>	<b>6 – Window/Door Frame</b>
<b>7 – Shutters</b>	<b>8 – Decks/Railings/Balusters</b>
<b>9 – Gutters/Downspouts</b>	<b>10 – Beams/Posts</b>

<b>11 – Other Door(s)</b>	<b>12 – Soffit, Fascia/Frieze Molding &amp; Boards</b>
<b>13 – Roof</b>	<b>14 – Stone/Brick (color picture samples)</b>
<b>15 – Lattice</b>	<b>16 - Other</b>

The application follows the conditions of CARE Guidelines for Exterior Home Color. Failure to comply with any of the preceding items, or any other and all governing rules and procedures previously acknowledged and agreed to may be considered to constitute a violation of some or all of the conditions set forth herein. CARE has the right to impose a fine for items listed in Compliance and Fine Schedule that are available at the CARE office or on the KKPOA website: [www.keowekeysc.com](http://www.keowekeysc.com).

**Date** **Owner Signature**

**Approval on Paint Colors for New Construction or Construction Project**

Paint Subcommittee Member    
Name \_\_\_\_\_ Date \_\_\_\_\_ Approved Disapproved

Paint Subcommittee Chair    
Name \_\_\_\_\_ Date \_\_\_\_\_ Approved Disapproved

Comments: \_\_\_\_\_

**Approval of the 3' x 3' Sample of Siding and Trim Painted on House**

Date CARE is contacted when Paint Colors are to be Reviewed \_\_\_\_\_

Paint Colors Reviewed by Paint Committee    
Approved

Disapproved  
Name \_\_\_\_\_ Date \_\_\_\_\_

**Water and Sewer Tap Application**  
**Keowee Key Utility Systems, Inc.**  
**150 Maintenance Road**  
**Salem, SC 29676**  
**864-944-6700**

<b>Unit and Lot</b>		<b>Service Address</b>	
<b>Owner Name</b>	<b>Owner Phone #</b>	<b>Owner Mailing Address</b>	
<b>Builder Name</b>		<b>Builder Phone #</b>	
<b>Water Tap Application</b>			
<b>Impact Fee – \$3000</b> <b>Water Tap Fee – \$750</b>  <b>Size of Service:</b> _____  MINIMUM GRADE OF PIPE ALLOWED: 100 psig working pressure. Approved material PVC, polybutylene, or Copper meeting National Sanitation Foundation (NSF) Standards  MINIMUM COVER:                   18” – 24”			
<b>Sewer Tap Application</b>			
<b>Sewer Tap Fee - \$750</b>  <b>Size of Service:</b> _____  MINIMUM GRADE OF PIPE ALLOWED: Approved materials PVC or copper, meeting National Sanitation Standards MINIMUM COVER:                   18” – 24”			
<b>TOTAL DUE: \$4500 Payable to KKUS. Payment is due when white approval is given for new construction.</b>  <b>NOTICE: A MINIMUM OF 2 WEEKS NOTICE IS REQUIRED FOR BOTH WATER AND SEWER TAPS.</b> <b>The property status changes from unimproved to improved once the water tap is installed.</b>			
<b>Owner or Builder Signature</b>		<b>Date</b>	
<b>BELOW FOR KKUS USE ONLY</b>			
<b>Water Tap Installed</b>		<b>Sewer Tap Exposed</b>	
<b>Date:</b> _____		<b>Date:</b> _____	
<b>Meter #</b> _____			
<b>Meter Reading:</b> _____			



# Committee for Architectural Review and the Environment (CARE)

## Compliance Agreement

**NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF TITLE 15, CHAPTER 48, S.C. CODE OF LAWS, ANNOTATED (S.C. CODE ANN. SECTION 15-48-10, ET SEQ)**

Agreement made by and between Keowee Key® Property Owners' Association, Inc. ("KKPOA"),

\_\_\_\_\_ ("Owner")<sup>1</sup> and \_\_\_\_\_ ("Builder/Contractor").

WHEREAS, the Keowee Key Declaration of Protective Covenants (the "Protective Covenants") has vested in the Committee for Architectural Review and the Environment ("CARE") the responsibility for reviewing all improvements to lots (as that term is defined in the Protective Covenants) and to administer Architectural Guidelines and CARE Guide adopted by CARE pursuant to its authority under the Covenants in Keowee Key, and

WHEREAS, Owner desires to engage Builder/Contractor to construct improvements ("Improvements") or raze a structure ("Razing") on Owner's lot identified as Unit \_\_\_\_\_ Lot \_\_\_\_\_ in accordance with building plans or razing plans, site agreement, and without limitation, any agreements between Builder/Contractor or owner and CARE identifying elevation, landscaping, or any other building specifics, (collectively the "Plans"), approved pursuant to the Protective Covenants and Bylaws which govern CARE, and

WHEREAS, a condition of approval for making the Improvements is the execution of this agreement.

NOW THEREFORE, in consideration of the promises and mutual Covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Compliance.** The Owner and Builder/Contractor acknowledge that they have received copies of or access to applicable provisions of the Protective Covenants and the Architectural Guidelines and CARE Guide relating to the proposed Improvements to be constructed or razing a structure. The Builder/Contractor and Owner agree to comply strictly with the provisions of the Protective Covenants and the Architectural Guidelines and CARE Guide in the construction of the Improvements and agree that all said provisions are material, and that any violation shall be a material breach of this agreement. The Builder/Contractor and Owner agree to comply strictly with the terms of the Plans and shall not vary there from, without prior written approval of CARE. Any unapproved variation from the Plans shall be a material breach of this agreement.
2. **Good Standing of Builder/Contractor.** Builder/Contractor hereby represents that he/she has or will receive all licenses and permits and other authorizations required by the State of South Carolina and Oconee County to construct the Improvements or raze structures. Builder/Contractor further

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<sup>1</sup>If one or more Prospective Owners (as defined in Architectural Guidelines and CARE Guide) of a lot at Keowee Key has applied for plan approval (or, if applicable, a variance) from CARE, then the term "Owner", as used herein, shall apply to such Prospective Owners, rather than to the fee owners. In such event, when this document refers to the Owner's lot, it shall be deemed to refer to the lot or lots which the Prospective Owners have contracted to purchase, and which is the subject of the Prospective Owners' application for plan approval (and, if applicable, a variance) and which are the subject of the contract of sale supplied by the Prospective Owners to CARE.

represents that he/she has or will obtain all worker's compensation and other insurance coverage required by law or the Architectural Guidelines and CARE Guide to undertake and complete the Improvements. Builder/Contractor will provide Owner and CARE with written evidence of such coverage, if requested.

The Builder/Contractor and Owner understand that CARE reserves the right, pursuant to the Architectural Guidelines and CARE Guide, to suspend the right of a Builder/Contractor to build at Keowee Key for periods of time as a result of a violation of Architectural Guidelines and CARE Guide. During the period of suspension, Builder/Contractor will not be permitted to perform any work at the Improvements site or work at the razing site. Disputes between CARE and Builder/Contractor will be handled pursuant to the Covenants and Bylaws governing CARE and pursuant to paragraph 9 herein below.

Builder/Contractor releases KKPOA from any obligation or liability for good faith disclosure of information pursuant to this paragraph.

3. Notice of Breach and Appeal Matters. In the event CARE determines that Owner or Builder/Contractor have breached this agreement, CARE shall give notice to property Owner and Builder/Contractor. Owner and Builder/Contractor agree, if required by the notice, to cease construction activity or razing activity until the breach has been remedied and CARE authorizes further construction. During any notice period prohibiting continuing construction, Owner may appeal the decision of CARE to the KKPOA Board in accordance with the Protective Covenants and the Architectural Guidelines and CARE Guide. Owner and Builder/Contractor covenant that neither Owner nor Builder/Contractor will seek any legal action, in law or equity, concerning or in any way related to the matters which are the subject of this agreement prior to or during the pendency of any appeal to the KKPOA Board concerning any action of CARE.

After receiving the decision of the Board, Owner and Builder/Contractor may not file legal action to contest the Board's decision until there has been a completion of the mediation process set forth in paragraph 9 herein below and the arbitration process, if available; additionally, neither Owner nor Builder/Contractor will seek an injunction or restraining order, whether temporary or permanent, to permit construction of the improvements or razing the structure prior to an initial decision on the merits by a court of competent jurisdiction concerning the authority of Keowee Key to enforce the questioned CARE actions. In no event may the Builder/Contractor bring an action contesting the decision of CARE or the Board unless the Owner voluntarily joins in the lawsuit with the Builder/Contractor.

4. Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the subject matter hereof, except for other agreements, warranties, or representations between the parties evidenced by writing. Any amendment or modification to this agreement must be in writing and signed by the party against whom enforcement is sought. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.
5. Successors and Assigns. This Agreement and each provision hereof (whether so expressed or not) shall be binding upon and inure to the benefit of the parties, and their respective successors, heirs, legatees, executors, personal representatives, and assigns. This Agreement is intended for the benefit of KKPOA, its officers, directors, agents and its members. This Agreement does not create any rights in favor of the Builder/Contractor or the Owner except as specifically stated herein.
6. Law Governing. The validity, construction, enforcement, and effect of this Agreement shall be governed by the laws of the State of South Carolina.

7. Notices. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand, or by registered or certified mail, return receipt requested, with postage prepaid, to the party or parties to whom such notice is intended to be given at the address of such party as disclosed in this agreement or such other address as such party may designate by written notice given hereunder.
8. Indemnify. Owner and Builder/Contractor, jointly and severally hereby agree to indemnify, defend and hold KKPOA, its director's officers and agents harmless for all demands, claims, actions, or causes of action, assessment, losses, damages, liabilities, costs and expenses, including without limitation, interest, and attorneys' fees and expenses (collectively "Damages") resulting from Owner's or Builder's/Contractor's breach of this agreement.
9. Procedures for Dispute Resolution. In the event the Builder/Contractor and Owner dispute a CARE decision, the administrative dispute resolution procedures through the KKPOA Board of Directors must be fully exhausted. If the dispute is not thereby resolved, the Builder/Contractor, the Owner and KKPOA agree to submit the dispute to non-binding mediation with each party to bear an equal share of the mediation fees and costs. The mediator shall be licensed to practice law in South Carolina.

Each party shall submit the name of a proposed mediator to the others; and, in the event agreement cannot be reached on the selection of a mediator, then the parties agree to accept a mediator assigned by Dispute Resolution Corporation of South Carolina, a South Carolina corporation engaged in the mediation/arbitration of civil disputes.

If the matter is not resolved by non-binding mediation, then the parties agree to submit to arbitration if the KKPOA rules and regulations then permit or the KKPOA Board approves arbitration. Arbitration shall be conducted pursuant to an Arbitration Agreement, the arbitrator shall be selected by the mediator, and the procedures of the American Association of Arbitration (AAA) shall pertain, although the arbitrator need not be a member of the AAA but must be licensed to practice law in South Carolina.

10. Remedies by KKPOA for Breach. Upon a breach by Owner and Builder/Contractor, following completion of the procedures set forth in paragraph 9, KKPOA may seek any of the following remedies, which rights shall be cumulative and not mutually exclusive:
  - a. Specific performance and/or an injunction or restraining order, whether permanent or temporary.
  - b. Any other remedy allowed in law or equity.
11. Notices. Notices to be given regarding the use of the Owner's deposit will be done in conjunction with New Construction section in the CARE Guide. KKPOA representative shall have the right to enter the above referenced lot at any time for inspection and to remedy any violation that remains after the Owner or Owner's agent has been notified as referenced above.

This Agreement does not restrict KKPOA from pursuing any other remedies permitted under the Protective Covenants or its Bylaws.

**The signature section applies to New Construction or Razing a Structure only.**

IN WITNESS WHEREOF, the Keowee Key Property Owners' Association, Inc., Owner and Builder/Contractor, have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**KEOWEE KEY PROPERTY OWNERS' ASSOCIATION, INC.**

\_\_\_\_\_  
Witness Signature for KKPOA

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER(S)**

\_\_\_\_\_  
Witness Signature for Owner

\_\_\_\_\_  
Owner<sup>2</sup> Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature for Owner

\_\_\_\_\_  
Owner<sup>2</sup> Signature

Date: \_\_\_\_\_

**BUILDER/Contractor**

\_\_\_\_\_  
Builder/Contractor Printed Name

\_\_\_\_\_  
Witness Signature for Builder/Contractor

\_\_\_\_\_  
Builder/Contractor Signature

\_\_\_\_\_  
Builder/Contractor Business Name

Date: \_\_\_\_\_

\_\_\_\_\_  
If this Agreement is entered into by a Prospective Owner, then the Prospective Owner should execute this document, rather than the fee simple Owner.

# Committee for Architectural Review and the Environment (CARE)

## General Site Agreement

### Purpose

The General Site Agreement is to be used in conjunction with all CARE applications. The following lists of items, where applicable, are to be followed by the owner and his/her contractor(s).

1. **Location of the Structure on the Site** shall be as shown in the approved “Plans” unless proposed modifications are approved by CARE. If location is modified during this meeting, a revised Plat must be submitted to CARE showing the agreed to relocation. On razing plats include all remaining structures.
2. **Posting of CARE Applications.** All approved applications shall be posted in a window or at the building site in a location visible from the nearest road. New construction applications must start within ninety days of the white approval being issued.
3. **Tree Removal.** Only those trees identified at a site meeting or in a permit can be removed. Otherwise, no tree over four inches in diameter measured four feet above ground may be removed from any lot without the prior written consent of the CARE. Trees four inches in diameter or less located on the lot (shoreline restrictions may apply, consult with CARE) may be removed without CARE permission. That is, restrictions may apply if any size trees are located within the twenty-five foot Oconee County Natural Vegetative Buffer or below the 804 line mean sea level elevation. However, restraint should be used in removing smaller trees, particularly flowering trees such as dogwoods. All tree material must be removed from the site except for firewood. Cut fireplace size logs and woodpiles must be stacked neatly and as inconspicuously as possible behind the front setback line.

On new construction sites any tree approved beyond the “Do Not Remove” signs will be cut off at ground level and removed without damage to other trees.

4. **Grading Plan; Sediment and Erosion Control Plan; and Storm Water Management Plan.** These plans must be prepared, stamped, and signed by a SC licensed landscape architect or SC licensed engineer. This grading plan will indicate all changes to the existing site topography to accommodate the proposed structure, sidewalks, decks, driveways, retaining walls and hardscape pathways on the property. Additionally, this plan will calculate whether the proposed elevation changes will result in the import or export of soil and the amounts that will be generated. The Grading plan should be prepared in conjunction with the Sediment and Erosion Control Plan and the post construction Stormwater Management Plan. A Grading Plan, Sediment and Erosion Control Plan and/or a Stormwater Management Plan are required for all

New Construction. Additionally, depending on the scope of the project, these plans may also be required for any application where the site impact is determined by CARE to require these plans. These plans may be subject to be reviewed by a SC licensed landscape architect or SC licensed engineer retained by KKPOA.

5. For all CARE applications, drainage culverts and any temporary drainage control previously approved or required must be installed immediately when clearing the approved home site. Erosion controls such as straw bales, straw matting, silt fences, etc., must be installed immediately after tree removal and before any grading or excavation is started. Erosion controls must be maintained to prevent washing of earth materials onto roadways, golf course, drainage ways, lakes, ravines and adjacent properties during construction. Driveway culverts must be maintained. A damaged (i.e., partially collapsed) culvert must be replaced prior to the completion of the paved driveway.
6. **Erosion Control and Silt Fences and Straw Wattles.** Within five days of completed grading all exposed soil or any erodible material must be protected from erosion by temporarily covering with single ground mulch. The approximate footprint of the home is exempt from this requirement. As soon as tree removal and initial grading are complete, wired back silt fences are required and must be trenched and supported by metal posts. Reference SCDEHC standard SC-03. On lake front property, the silt fence must be installed between construction zone and the 25 foot natural Oconee County Vegetative Overlay Buffer.

At the discretion of CARE, on steep lots “a buffer” of undisturbed ground/vegetation or grass blankets may be required, in addition to silt fences, for erosion control during the construction process phase.

7. **Construction Driveways.** A base of two to three inches diameter gravel with a minimum six inches depth is to be placed and maintained as the driveway when clearing of the lot commences. In addition, a layer of non-woven geotextile fabric must be laid on the ground prior to the gravel. This minimizes mud being carried onto community roads (Reference SCDHEC standard SC-06). Driveway length to be determined by consensus of CARE Construction Manager, New Construction Subcommittee Chair, and contractor. If mud or other debris is inadvertently carried out on to the roadway, it must be removed immediately. Sufficient gravel base must be maintained until the permanent driveway is completed. To avoid the tracking of mud, builders must wash vehicles as needed before exiting muddy sites. On Razing Applications existing driveway is to remain until structure is razed to avoid mud on roads.
8. **Collection of Trash.** The construction site will be kept clear of trash, litter, and construction debris. Accumulated trash and debris will be removed from the site weekly on Friday afternoon. Dumpsters will be considered for use and approved only on an individual basis. Streets and adjacent lots are not to be used to deposit trash.

9. **Parking.** Construction equipment, vehicles and materials are to be parked or stored on the site and in such a way as not to obstruct the flow of street traffic. The blocking of mailboxes will not be permitted. Vehicles owned by construction delivery personnel must be parked off street surfaces so as not to obstruct the flow of traffic. Vehicles may not be parked within 10 feet of a neighboring driveway or intersection to allow access to emergency vehicular access. No equipment can be left overnight.
10. **Construction Traffic.** Vehicles driven by construction workers and delivery vehicles will enter and exit through the East (Maintenance) Gate and the North Gate. If the East Gate is closed, the South Gate will be used. Posted speed limits and other traffic signs will be observed.
11. **Road Damage.** The roads in many areas are winding and too steep to provide access to many homesites. They are very vulnerable to damage by heavy vehicles, vehicles with heavy loads and the shifting of heavy loads in curves. Much of the damage is avoidable if the contractor, his workers and drivers, and the drivers of material delivery trucks take proper precautions. The Road Use Fee currently charged covers the general wear and tear on our roads. Specific damage caused by trucks or construction equipment will be charged to the lot owner or contractor. The following restrictions for truck operation must be observed by builder/contractor:
  - a. Load limits for trucks entering Keowee Key.
    - i. Concrete trucks – eight cubic yard maximum.
    - ii. Other trucks – eighty thousand pounds gross vehicle weight.
  - b. Dump trucks may be filled only to depth that will not spill on steep hills.
  - c. No metal tracked vehicles may be driven or unloaded on road.
  - d. Builder/contractor will temporarily repair any holes made by construction or supply vehicles.
12. **Toilet Facilities.** The builder/contractor must always provide adequate outside portable toilet facilities for workers while work is being conducted at the site. Builder/contractor will locate toilet in an inconspicuous spot if possible. Toilet door must face the job site.
13. **Fires.** No open fires, in drums or on the ground are permitted.
14. **Dumping.** No dumping is allowed on adjacent properties or anywhere in Keowee Key. This includes cleaning out of concrete trucks.
15. **Blasting.** If blasting is required, the builder/contractor will submit a CARE application. CARE, Community Patrol, and all residents within the affected area (normally five hundred feet) must be notified by the builder or blasting contractor of the date and time of the planned blasting. This notification must be made at least 24 hours in advance. CARE must be provided with proof of blasting insurance from the contractor doing the work before any blasting will be permitted.
16. **Work Hours.** Construction work hours are limited from 7:00 a.m. until 7:00 p.m. Monday through Saturday. No exterior construction will be permitted on Sundays or nationally observed

holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas). Quiet work (no hammering, sawing, compressors, etc.) is permitted on Sundays and holidays if arrangements are made with Community Patrol and CARE twenty-four hours in advance. Loud radios will not be tolerated at any time.

17. **Completion.** All unused building materials and silt screening must be removed from the site and the site finished and graded with single ground (coarse) mulch on all exposed dirt before construction will be considered complete.

**18. Applications and Work Stoppage**

- a. In reference to new construction, if work is stopped for more than thirty days following the site clearing, the application is subject to cancellation by CARE.
- b. The following applications are subject to be cancelled by CARE Committee, if work is not completed within six months of the issue of the Repairs and Improvements application: Major Renovations, Landscape and Shoreline or Drainage. Requests for extensions require justification and will be balanced against prolonged disruption to the community. Improvements not completed within six months may be declared a nuisance, and legal action may be taken to remove, repair or complete the work at owner expense.
- c. Razing Applications are to be completed within three months of issuance of the application. Requests for extensions require justification. If the Razing Application is not completed within six months, the project may be considered a nuisance and legal action may be taken.

19. **Elevations.** During excavation, if the proposed FFE varies more than “one foot + or –“, a change order must be approved before footings are poured.

20. **Adjacent Properties.** Storage of materials or encroachment on adjacent properties is not authorized without written approval from the owner of adjacent property.

21. **Concrete Washout.** Concrete or cementitious washout wastewater from the concrete trucks must not be dumped in the community. If the concrete washout must be dumped, the washout must remain on your property and be cleaned up prior to completion of the construction. Do not let the washout flow into the ditch areas, lake water or adjacent property. You may be fined.

22. **Communications.** The contractor shall have on site at all times a person capable of communicating with a CARE representative.

23. **Compliance and Fines.** CARE has the right to impose a fine for items listed in the Fine Schedule that is available at the CARE office or on the KKPOA website. Failure to comply with any of the preceding items, or any other and all Architectural Guidelines and CARE Guide, previously acknowledged and agreed to, may be considered to constitute a violation of some or all the conditions set forth herein.

24. **Covered Loads.** Loads must be covered in accordance with the laws in place on public highways. Any material that comes off a load must be cleaned up and restored, as necessary.
25. **Property Markers.** Prior to project closure. For new construction and major renovation projects when a surveyor is involved, property pins (markers) should be covered with 1.5 inch ID grey PVC pipe (marker height should be 6 inches above ground). For new construction and major renovation projects when a surveyor is involved.
26. **Signs.** Signs are not allowed to be posted on the property, unless approved by CARE.
27. **Right of Way Work.** Before any work is performed in the right-of- way, underground utilities must be identified and marked. Utilities can be marked for free by contacting SC811.com or by calling 888-721-7877. Disruption of service and any/or costs associated with repairs to damaged underground utilities will be the responsibility of the owner and his/her contractor.
28. **Restoration of Easement and Drainage Ditch.** The utility easement is typically defined as that area bounded by the owner’s property line and the roadway. Electrical, water, sewer and communication service cables are buried in this area. In addition, the roadside drainage ditch is in this easement. During new construction and project activity, drainage through the utility easement may become impacted by repeated contractor parking along the roadside, migration of silt, and other project related items. Following construction, this easement and drainage ditch must be restored to proper functional condition.
29. **DHEC Form 2628. Required for all new construction applications.** The owner/contractor must submit a DHEC 2628 Form that is located on the following website: <https://scdhec.gov/stormwater-construction-activities/less-1-acre-land-disturbance>. This must be completed before any ground disturbance.
30. **Driver’s License.** Outside contractors will be required to show proper identification prior to gaining access to Keowee Key. An International Driver’s License from individuals appearing at the gate, however, must be accompanied by a valid Driver’s License from the home country of the individual.

Owner Signature and Date	Builder/Contractor Signature and Date
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