

THIS CONTRACT IS SUBJECT TO ARBITRATION
PURSUANT TO S. C. CODE §§15-48-10 ET SEQ.



BUILDING AND CONSTRUCTION REQUIREMENTS

ARTICLE 1: STANDARD REQUIREMENTS

- 1. The Builder/Lot Owner Must Comply with the Governing Documents.** All property in the **Wren Creek** Community is subject to these Building and Construction Requirements (these "Requirements"), the Declaration of Covenants, Restrictions, Easements, Liens and Charges for the Community (the "Declaration"), the Architectural Guidelines, and the Rules and Regulations and the By-laws of the **Wren Creek** Homeowners Association, Inc. (the "Association") all of which constitute the "Governing Documents" for the community. All references to the "Developer" herein or in the Governing Documents shall mean The Mungo Company, Inc. or its assigns. Every Lot Owner and any Builder engaged in construction in the **Wren Creek** Community (the "Community") shall execute and deliver to the Developer the Acknowledgement, a copy of which is attached hereto, prior to commencing any activity on any lot.
- 2. Membership in the Association is mandatory.** Each lot owner must be a member of the Association as provided in the Declaration. The Association is managed by MJS, Inc., which can be reached at (803) 743-0600. The initial Annual Assessment is currently \$720.00, which is prorated at the time of lot purchase. All Lot Owners (including builders who own lots) will be billed annually, in advance, for the Association's Annual Assessment. Annual Assessments are subject to change. Transfers of title to lots or dwellings must be reported to the management company as the assessments on lots constitute a lien. Attorneys handling closings must contact the management company to obtain an assessment status statement for any Dwelling or Lot closing.
- 3. A compliance deposit in the amount of \$3,000.00 (the "Deposit") shall be required for each lot.** This deposit applies to and can be used to assure the lot Owner/Builder's compliance with all obligations of the Lot Owner/Builder herein, in the Wren Creek Lot Contract or in the Governing Documents, including, architectural, landscaping, trash, sediment/erosion control, etc. Any expenses incurred by the Developer or the Association as a result of non-compliance may, at the option of the Developer, be deducted from the Deposit. The Deposit will be returned to the Builder/Lot Owner, less deductions, upon completion of the Dwelling and approval by the Developer of compliance with the landscape requirements for the Lot. The Deposit shall be paid to the Association at the time construction plans are first submitted for review. The Developer shall have the sole authority to determine whether a Builder/Lot Owner is in compliance and the amount of any deductions from the Deposit. Deductions may include all costs of correcting the non-compliance, including reasonable profit and overhead. Any action by the Developer, including correcting or failing to correct any non-compliance shall not relieve the Builder/Owner of responsibility for compliance with all governmental regulations set forth by the appropriate governing authority. In the event that deductions are made from the Deposit, Builder/Owner shall replenish the Deposit to the original amount within ten (10) days of receiving notice from the Developer of the deduction.
- 4. Only the Wren Creek "Builder" sign and/or "Future Resident" sign may be placed on any lot.** The Developer provides a standard Wren Creek Builder Sign for each lot, which shall be the only sign(s) permitted on any lot. These approved Lot signs have three (3) separate interchangeable panels. The top panel provides marketing information, the middle panel gives builder information and the bottom panel indicates whether the

lot/home is sold or available. The building permit should be stapled to the post below the job sign. In addition to a builder sign, The Developer also provides a Future Resident shield for each lot. The Developer shall be responsible for the initial installation of each of the above-mentioned signs by its sign vendor. These signs are the only approved lot signs to be used in **Wren Creek**. Once installed, The Developer does not assume any further responsibility for these signs. Should they be damaged in any way that necessitates repair or replacement, the lot owner shall promptly repair or replace the damaged or missing sign at the **Owner/Builder's** expense. No other specialty contractor or vendor signs (example: "painted by" or "security by") may be posted in the yard, on the house, or in the house where they are visible from the street. The original development sign can be used for lot re-sales, if presentable. However, original development signs cannot be used for home re-sales. Information boxes are available and can be used by sellers to provide information to perspective customers. Contact Kay Johnson at The Mungo Company, 227-8439 to order signs or information boxes.

5. **All homes must be completed within one (1) year from the start of construction.** Unless a shorter period for a specific structure or improvement is required by the Developer or the Association, construction of any improvements on any lot shall proceed consistently and diligently and shall be completed within one (1) year from the date of commencement of construction. Where the following inspections apply, the date of "Commencement of Construction" is the date the Richland County footing inspection is passed and the completion date is the date on which the Richland County final inspection is passed. Otherwise, the date of commencement and completion shall be the dates determined by the Developer. Any extension must be approved in writing by the Developer. The Developer shall have the right to take appropriate legal action to compel the immediate completion of any improvements or alterations not completed within one (1) year from the date of Commencement of Construction.
6. **The Builder/Owner shall take precautions not to create excessive water and/or sediment flow onto other lots and or roadways.** Builder/Owner shall not engage in any activity that would result in damage to, draining into or filling of wetlands. If the Builder/Owner fails to comply herewith, the Developer may remove sediment, take preventive measures or other corrective measures and deduct the same from the Deposit. Lot Owner/Builder shall be responsible for reimbursement of all costs of the Developer that exceed the amount of the Deposit.
7. **The Builder/Owner hereby agrees to be a "co-permittee" and to abide by all federal, state, and local permits that allow for all land disturbance activities on site.** The Builder/Lot Owner shall promptly execute and deliver a "Co-permittee Agreement" upon the request of the Developer. The Builder/Lot Owner indemnifies and holds the Seller/Developer harmless from all claims or liabilities arising from the Builder/Lot Owner's land disturbance activities and/or failure to comply with any plan or law, ordinance or regulation. Each Builder/Lot Owner is responsible for following established guidelines for erosion and sediment control, including installation of a temporary gravel construction driveway from the paved surface to the construction site and limiting parking of construction vehicles to paved streets and construction driveways in an effort to keep the roadways clear of debris. The Builder/Lot Owner shall utilize best drainage and erosion control management practices by using soil berms, sediment fences, slope drains, hydro-seeding, sod, and such other forms of erosion control and wetlands protection as required by the Developer and/or any governmental authority having jurisdiction. The Developer may, but shall not be obligated to, review plot plans for erosion control measures, which shall not constitute an approval. Any action or non-action by the Developer shall not relieve the Builder/Owner of complying with the Co-permittee Agreement and all other governmental regulations set out by the appropriate governing authority.
8. **Both federal and state storm water laws and regulations strictly prohibit the loss of construction debris and/or related litter from any residential construction site.** All litter and debris should be removed from the construction site and surrounding areas in a timely manner, at least weekly. No clearing debris, construction debris, litter, sidewalk forms, etc., shall be pushed to adjacent lots or any other part of the Community. Control and removal of wind-blown litter and/or construction debris that has or may be deposited onto adjacent lots, roads, streets or common areas is the Builder/Lot Owner's responsibility and shall be removed, as needed. If the Developer or the Association causes debris to be removed from any portion of the Community as a result of

the Builder/Lot Owner's failure to control or properly remove trash or debris from their lot, the Builder/Lot Owner shall promptly reimburse the Developer or the Association for all costs of removal or cleanup. All such costs may, at the Developer's or the Association's option, be deducted from the Deposit.

9. **Each Builder/Owner shall maintain adequate trash bins** (either dumpsters or wire bins) on site during all phases of construction. These bins must be installed, maintained, used, and emptied regularly to avoid overflow.
10. **DHEC prohibits burning of miscellaneous construction debris.** However, as a source of warmth for workers, untreated wood can be burned in approved containers only.
11. **Sewer and Water Taps shall be Purchased from the Developer to the extent the Developer has Certificates Available.** If the Developer does not have certificates available, both water and sewer taps shall be purchased from the City of Columbia. To order taps, contact The City of Columbia, Customer Service at (803) 733-8525. The price of taps is determined by the City of Columbia and is subject to change.
12. **Portable chemical toilets are required on all building sites.** These must be provided at each residence under construction and must be properly maintained and emptied regularly.
13. **Water and sewer as-built information is available at no cost from Civil Engineering of Columbia.** Please refer to the *Water and Sewer Service Stub-Out Policy* (attached) for information regarding as-built drawings and field location assistance.
14. **Construction Hours and Noise.** All construction activities must be conducted and all deliveries must be made from **7:00 a.m. to 7:00 p.m.** Monday through Friday and **9:00 a.m. to 6:00 p.m.** on Saturday or Sunday. Any construction activities conducted in or access to the Community by sub-contractors or other like construction personnel after these hours must be scheduled and approved by the Developer, The Mungo Company, (803) 749-9000 twenty-four (24) hours in advance. No loud radios or excessive noises will be permitted during construction.
15. **Materials Storage.** No construction materials, equipment or debris of any kind may be stored on any street, curb, sidewalk or area between streets and sidewalks, nor on any adjacent lots other than in locations approved by the Developer.
16. **Trailers.** No construction office trailers may be placed, erected or allowed to remain on any lot or in any other area in the Community, except as approved in writing by the Developer.
17. **Miscellaneous Practices.** The following practices are prohibited within the Community
 - a. Changing oil of any vehicle or equipment.
 - b. Allowing concrete supplier and contractors to clean their equipment other than at locations designated for that purpose by the Developer or the Architectural Control Authority.
 - c. Carrying and/or discharging any type of firearms, except by law enforcement officials and security personnel.
18. **Common Areas.** Except with the prior written permission of the Developer, no builder and contractor personnel are allowed in the Common Area or amenity areas and no construction access will be allowed across any amenity or Common Area.
19. **Accidents.** The Developer and the Association shall be notified immediately of the occurrence of any serious accidents, injuries or other emergencies through MJS, Inc. Owner/Builders shall immediately notify MJS Inc. of such occurrences at (803) 743-0600.

20. **Speed Limits.** The established speed limit for construction related traffic within the Community is fifteen miles per hour (15 mph) for all vehicles. Owner/Builders are expected to see that all construction personnel are aware of the limitation and to make a reasonable effort to assure that they abide by it.
21. **Property Damage.** In the event the Builder/Lot Owner or any of its agents, officers, employees, contractors, subcontractors, or anyone working at the request or with the permission of Builder/Lot Owner, injures or damages any of the improvements within the community, including but not limited to other lots within the community; common landscaping, signage or monuments; the streets, roads, curbs, drainage, water, sewer or other utilities, Builder/Lot Owner shall be wholly responsible and agrees to pay costs of all resulting damages. The Developer, at its sole option and discretion, may repair any damage to streets and curbs, sidewalks, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc. that results from the construction processes for a Lot. The costs of such repairs may be billed to the responsible Lot Owner/Builder and may be deducted from the Deposit. At its option, The Wren Creek Homeowners' Association, Inc. may direct a Lot Owner/Builder to repair any damage to any of the above-mentioned property at the responsible Builder/Owner's sole cost. If any telephone, cable, TV, electrical, water or other utility lines is cut, the party causing such damage shall (1) report the matter within thirty (30) minutes to the respective utility company and to MJS, Inc, and (2) bear any cost incurred in connection with repairing such damage.
22. **Failure to Abide.** Failure to abide by any of the above rules may result in the loss of a contractor's privilege to enter the Community on a temporary or permanent basis.
23. **Creating a high quality neighborhood is our goal.** With your cooperation and that of other Builders/Owners and subcontractors in the neighborhood, it is possible to maintain a high quality community and work through any misunderstanding that may occur. The Developer is pleased to assist when and where possible. Please contact us at (803) 749-9000.

ARTICLE 2: BUILDER REQUIREMENTS, DESIGN STANDARDS & ARCHITECTURAL REVIEW PROCESS

1. **General.** The Developer has implemented the architectural review process as a means for promoting harmony of design between the location of homes as they relate to surrounding structures and topography in the Community. Plans and information submitted by each Builder/Lot Owner will be reviewed for external harmony of design, aesthetics, location and compliance with the Governing Documents. The architectural review process currently provides a way by which each Builder/Lot Owner may indicate how they propose to cause the home's design and landscaping to conform with the distinctive qualities of the community. To facilitate this process, the Developer utilizes the services of Robert J. Probst, Architect AIA from West Columbia, South Carolina. Mr. Probst will review documents in light of the plan of development and criteria set forth in the governing documents for the Community and make recommendations to The Developer. Mr. Probst's review is limited in purpose to the examination of the design material and other required documents submitted by an Owner/Builder for conformance with the criteria and compatibility with design concepts established by the Developer for the community. The Developer may, within its sole discretion, accept or reject recommendations made by Mr. Probst.
2. **Architectural plan review.** Each Builder/Lot Owner shall submit one (1) full-size set of house plans, (1) reduced set of plans (11 X 17), as well as (1) site plan to the Developer. Owner/Builder must obtain written approval from the Developer prior to commencement of clearing or construction. A completed *Plan Submittal Form* accompanied by an architectural review fee should be submitted to the Developer or its designee for processing prior to the commencement of review. Upon approval, the reduced set of plans (11 X 17) will be kept on file and the original set will be returned to the Builder/Lot Owner with written approval to proceed with clearing, construction or installation. The architectural fee schedule is as shown below and is due with plan submission. Requests for review shall be submitted to The Mungo Company at 441 Western Lane, Irmo, SC 29063.

Checks for the Architectural review fee should be made payable to: Robert J. Probst, Architect.

House plans: Submit one (1) set of complete construction documents and all other enumerated exhibits.

Review Fee: \$500.00 for houses of 2,500 to 4,500 Gross square feet
\$750.00 for houses of 4,501 and above

Fences and pools: (if not submitted in the initial set of drawings):

Review Fee: \$150.00. All proposed fences and pools must be submitted on a site plan drawn to scale and showing the location of the house, boundaries of the property and details of the improvements, including all pool equipment and landscaping.

Additions and alterations:

Review Fee: \$250.00. Submissions for approval are to include floor plan, all exterior elevations, exterior details and colors, and a site plan drawn to scale showing the location of existing structures, proposed additions, and boundaries of the property including landscaping.

Variances: The Developer may grant written variances to any of the criteria or processes set out in this document or the Architectural Guidelines for the community. The approval of plans, specifications and materials for use in connection with any lot or the granting of a variance with respect to any community criteria or guideline, shall not, in any way, be construed so as to set a precedent for approval, to alter in any way published criteria or guidelines, or to be deemed a waiver by the Developer, in its discretion, to disapprove similar plans and specifications or any of the features or elements which are subsequently submitted for use in connection with any other lot.

Representation: Each Builder/Lot Owner, in submitting plans and materials, represents and warrants to the Developer and to Mr. Probst that the Builder/Lot Owner has ascertained and verified the information contained in the plans and materials submitted for compliance with good engineering standards and applicable building codes. This shall be the sole responsibility of the Builder/Lot Owner. The Developer and Mr. Probst shall be entitled to rely upon the adequacy, accuracy, and completeness of all submissions by the Builder/Lot Owner.

3. **No Liability:** Neither the Developer nor Mr. Probst shall be responsible or liable in any way for: [i] any defects in any plans, specifications or materials approved by them or for any structural defects in any work done according to such plans; and [ii] the misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans, specifications or materials. Every person who submits plans, specifications and materials for approval, agrees, by submission of such plans and specifications, and every Owner of any lot agrees, that he will not bring any action or suit against the Developer, the Association or Mr. Probst, or their Board members or officers on account of said approvals or non-approvals.
4. **The building setbacks are as follows:** Front = 35 feet, Sides (each) = 12 feet, Rear = 20 feet.
5. **The minimum heated square footage will be 2,500 square feet.** The square footage of a finished bonus room or basement shall **not** be included in the minimum, unless it is considered by the Developer to be an integral part of the home.
6. **Garages.** All garages must, at a minimum, have a two-car capacity, with side entry. Additional bays or additional detached garages may face the street, subject to architectural review and approval.
7. **Exteriors.** All exteriors must be brick, stone, hardiboard or stucco. No vinyl siding will be allowed except for porch ceilings and cornice. Vinyl shakes may be used in accent locations. Shakes shall not exceed 10% of the external wall surface area of the home.
8. **Windows.** Only wood or vinyl windows (no aluminum) will be permitted.

9. **Roofs.** All roofs must have a minimum 8/12 pitch or the ridge must be at least ten feet (10') above the eave. Roofs must have a minimum 12" overhang on all sides with either architectural shingles or standing seam metal roofs.
10. **Ceilings.** All homes must have a nine feet (9') minimum ceiling height or vaulted ceilings on the first floor.
11. **Sidewalks must be installed to allow for public use.** Each Builder/ Lot Owner shall install a sidewalk for public use in a location or locations approved by the Developer near any street adjacent to the Lot before the Dwelling is deemed completed. Unless otherwise approved by the Developer, sidewalks shall be completed on all vacant lots, other than those lots owned by the Developer or its designee, within six (6) months after the completion of the sidewalks on the lots bordering either side. The required sidewalk width is 48" and shall be located no closer than 5 feet from the back of the curb. The Developer recommends that front sidewalks be directed to the street. A sidewalk detail is attached. Builder/Owner should contact the Developer before forming sidewalks to discuss any conflicts that may be created by existing utilities.
12. **Mailboxes.** All finished houses must have the standard approved mailbox (with paper box), currently priced at \$649.00 each (including tax and installation). To order, contact Hammond Metal Fabricators, Inc. at (803) 356-3476, fax (803) 356-2217. Orders must be placed no later than three (3) weeks prior to final inspection. Prices are subject to change without notice.

ARTICLE 3: LANDSCAPE REQUIREMENTS & DESIGN STANDARDS

1. **General Principles.** Appropriate landscaping is a critical component of the overall look and feel of the Community and as such, requires approval. When developing a plan to be submitted for review, one should approach the landscaping of a residential lot with an attitude similar to that demonstrated in the placement, design and detailing of the house. Variables to consider while developing the landscape design include: the type, location, size and configuration of the lot, the design and configuration of the house, site drainage, solar orientation, street trees, existing vegetation, and adjacent residential lots.

Landscape design should be ordered and well composed, rather than random and scattered. Trees, shrubs, hedges and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, the street and the neighborhood. Emphasis should be placed on the creation of space, rather than filling voids in the lot.

We encourage the appropriate use of foundation plantings, planting/ground cover beds and front yard hedges/fences to frame the architecture and create outdoor spaces. If applicable, the strip of land between the street and sidewalk and property line and paved portion of the right-of-way should be sodded and irrigated by the owner of the immediately adjacent property. All lawn areas should be sodded, not seeded. Shrubs or ground cover planted individually or together, should have mulch beds. Organic material such as pine straw, shredded pine bark or hardwood mulch should be used as mulch. No artificially colored mulch is allowed. No exposed gravel, marble chips or pea gravel is allowed in front beds.

2. **Yards must be professionally landscaped prior to occupancy of the home.** All finished houses must be professionally landscaped and properly maintained per the governing documents and in accordance with the landscaping plan approved by the Developer prior to occupancy of the home. The Developer must approve any deviation in writing.
3. **Submission of Plans.** The proposed landscape plan should be submitted to the Developer no later than sixty (60) days prior to the expected occupancy of the home.

4. **Irrigation.** All landscaped areas, including the strips of land between curb and sidewalk and the unpaved portion of the public right-of-way, should be properly irrigated with an automatic underground irrigation system.
5. **Maintenance.** Long-term growth and maintenance should be considered when developing the landscape design. Landscape materials should present an attractive presence at the time of initial planting. In order to preserve their health and appearance, all landscape areas shall be properly maintained at all times, including prior to occupancy. Proper maintenance includes watering, mowing, weeding, edging, fertilizing, pruning, insect control, removal and/or replacement of dead or diseased plant materials and maintenance of drainage patterns and facilities (yards, inlets, etc.).
6. **Techniques.** Trees are to be drawn from regional nurseries or transplanted from on-site stock. Existing trees over 6 inches in caliper may not be removed without approval from the Developer. Trees over 24 inches in diameter are to be pruned of dead wood, fertilized, and provisions made to protect the tree prior to clearing or the commencement of construction.
7. **Landscape Installation Standards.** To satisfy the minimum landscape installation and completion requirements, a landscape must have met the following criteria:
 - Satisfaction of all requirements noted in design review.
 - Installation must be consistent with the approved plans and all required elements must be completed.
 - Minimum requirements for foundation shrubs are as follows:
 - Back row.....seven gallon shrubs minimum, no less than 14 shrubs
 - Second row or accent shrubs.....a combination of one and three gallon shrubs
 - Corner or anchor shrubs.....15 to 25 gallon or larger, no less than 4 per home.
 - *Note: The Developer reserves the right to increase these minimum requirements for specific plans, particularly those with foundations of heights greater than 6 feet. Shrubs can be no less than 3 feet below windows in the front.*
 - If no native trees are present after construction, a minimum of two 2 ½” to 3” caliper trees must be planted in the front yard and must be 12 feet or taller.
 - All areas of property must be landscaped (either, sodded, paved, or mulched, with no excessive areas of mulch left unplanted).
 - All areas of adjacent rights-of-way must be landscaped and sodded.
 - All visible utilities, mechanicals, etc. must be sufficiently screened from view from the public realm.
 - Linear landscape elements must be properly installed along required property lines.
 - Living fences must be planted appropriately and completely to provide a continuous hedge.
 - Hardscape elements must be constructed consistent with approved design.
 - Any issues which affect neighboring property must be resolved, (i.e., drainage, erosion, encroachment, damage, etc.).
 - Completion of the above is necessary in order to have the compliance deposit refunded and/or to maintain membership in good standing in the Wren Creek Homeowner’s Association.
8. **Recommended Planting List.** In order to allow maximum flexibility in the design, a listing of allowable plants will not be furnished. The selection to be submitted for review is up to the homeowner and/or their designer. However, foreign plants in this region, as well as a few plants listed below that tend to be over used, are not recommended and may not be allowed.

Plants not recommended

Bradford Pear (or any flowering pear)
Redtip Photinia

Plants not allowed

Yucca
Cactus

If a plant on your property conflicts with a neighbor’s property, it is your responsibility to address and resolve the issue at your cost. If a resolution between property owners cannot be reached, the Architectural Control Authority will resolve the issue, with the cost of the resolution incurred by the owner of the property where the later-installed plant is planted.

ARTICLE 4: GENERAL

1. **Developer and Association or its assigns:** All references to the “Developer” herein or in the Governing Documents shall mean The Mungo Company, Inc. or its assigns. The Developer may transfer or delegate all or a portion of its rights and obligations hereunder to the Association in accordance with the Governing Documents. In the event it does so, the Association shall be substituted herein for the Developer, with all the rights and powers of the Developer transferred or delegated to the extent of the assignment.
2. **Effective, Captions and Headings; Number and Gender:** These Restrictions shall be binding on the Lot Owner and any Builder and their respective heirs, representatives, successors and assigns. The captions and headings through these Restrictions are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of these Restrictions. Whenever the singular or plural number, masculine or feminine or neuter gender, is used herein, it shall equally include the other.
3. **Arbitration:** All disputes arising hereunder or connected in any manner with the Lot shall be resolved by final binding arbitration pursuant to South Carolina Uniform Arbitration Act, S. C. Code §§15-48-10 et seq., by a panel of three arbitrators, one selected by each party who shall jointly select the third.
4. **Amendment:** These Restrictions may be amended and modified from time-to-time in the sole discretion of the Developer, except that no amendment or modification shall effect any previous approval or consent by the Developer, unless said approval or consent was procured through fraud or misrepresentation.



Please acknowledge receipt of and agreement to comply with this document by executing and returning the Acknowledgment, page 9, to The Mungo Company, 441 Western Lane, Irmo, SC 29063.

Lot #: _____ **Builder/Owner:** _____

ACKNOWLEDGEMENT

By signing below as a Builder and/or Lot Owner, I hereby acknowledge that I have read, understand, and agree to comply with all of the terms set out in the Wren Creek Building and Construction Requirements. I agree to comply with the terms of the Governing Documents, including these Restrictions and acknowledge that I have received a copy thereof, *including the following attachments:*

- *Co-Permittee Agreement*
- *Plan Submittal Form*
- *Change Submittal Form*
- *Water and Sewer Service Stub-Out Policy*
- *Sidewalk Detail*

And any additional criteria, as determined by the Developer or the Association.

(Lot Owner's Signature)

(Date)

Address: _____

E-mail: _____

Telephone: _____

Fax: _____

Mobile/Cell: _____

(Builder's Signature)

(Date)

Builder _____

License#: _____

Telephone: _____

Fax: _____

Mobile/Cell: _____