


**Wyndham Place Homeowners Association, Inc., Rules and Regulations**  
(As Revised and Approved by the Board of Directors as of 03/20/23)

**A. General Considerations**

1. **Speed Limit.** The speed limit within Wyndham Place Homeowners' Association is to be observed as posted.
2. **Quiet Enjoyment.** No obnoxious or offensive activity shall be carried on upon the property nor shall anything be done which may be or may become a nuisance or annoyance to residents. Any noise or other nuisance that may unreasonably interfere with the peace and quiet of other residents is not permitted.
3. **Unlawful Use.** No immoral, improper, offensive, or unlawful use shall be permitted on any portion of the property.
4. **Absent Owners.** Owners who are absent from their property remain responsible for all the Rules and Regulations, and for arranging to receive mail, including written notices from the Board of Directors or Property Manager, during their absences.
5. **Business Activity.** No business activity of any kind shall be permitted. However, a resident owner may maintain a home office as long as the existence of said office does not generate pedestrian or vehicular traffic on the property or affect the rights or enjoyment of their owners.
6. **Single Family Residences.** Each residence shall be used as a single-family residence.
7. **Personal Articles.** Bicycles, scooters, big wheels, baby carriages, or other personal articles shall not be allowed to stand in any of the Common Areas for any extended period of time, such as an eight-hour period or overnight.
8. **Trash Containers.** All trash containers are to be kept in an enclosed garage. All such containers shall be returned to the garage the same day as trash service.
9. **Signs.** A small "for sale" sign may be displayed in the window of any unit. In addition, a small sign may be displayed in the front of the house in the shrub area. Signs shall be no larger than 18 x 24 inches. No signs of any other type may be displayed on the common property, in front or back yards, back fences or at the entrances of Wyndham Place.
10. **Bird Sanctuary.** The property is declared to be a bird sanctuary and any hunting of birds is hereby prohibited.
11. **Fireworks.** No fireworks are permitted within Wyndham Place Homeowners Association.

 2023015273  
MISC/DEED Book: DE 2683 Page: 2602 - 2608 7 Pgs  
March 21, 2023 10:32:31 AM  
Rec: \$25.00  
FILED IN GREENVILLE COUNTY, SC *Timothy J. Manning*

## B. Parking Policy

**1. Resident Parking Rights.** The parking area for each residence is designated with a two-car garage belonging to that residence as well as the driveway attached to the unit.

**2. Garage Doors.** Garage doors shall be kept closed, except during ingress and egress or when the homeowner is actively working in the garage or in front of the residence.

**3. Recreational Vehicles.** No boats, trailers, campers, or other recreational vehicles shall be parked at Wyndham Place unless parked in a garage with the door closed.

**4. Types of Vehicles.** Only properly licensed, operable, non-commercial (other than for immediate service) vehicles may regularly park at Wyndham Place Homeowners Association.

**5. Visitor Parking.** Temporary street parking and use of any other parking areas designated for visitors is permitted for guests and service vehicles when the parking areas for the unit are fully occupied. At no time shall street parking impede in any way the use of another homeowner's driveway nor shall any street parked vehicle be on the lawns. Any vehicles parked on lawns will be responsible for damage (i.e. re-sodding or sprinkler head replacement or repair). Overnight street parking is prohibited between the hours of 11:00 pm and 6:00 am. Overnight visitor parking is permitted by the pool. Visitor vehicles are not permitted to remain at the pool during daylight hours to provide parking for residents wanting to use that facility.

**6. Commercial Vehicles.** Commercial or service vehicles may park on Wyndham Place Homeowners Association property only when being used to perform a service during the course of the work.

**7. Vehicle Repairs.** Vehicle repairs other than emergency service are not permitted within the Wyndham Place property.

**8. Abandoned Vehicles.** Any vehicle that is left in a Visitor Parking area with expired tags will be deemed an abandoned vehicle. Once cited, the homeowner will have 24 hours to remove the vehicle. If it is not removed, authorities will be notified of an abandoned vehicle on HOA common property and it will be towed at the owner's expense.

## C. Exterior Architectural Control/Restrictions

**1. Exterior Changes.** All exterior improvements, alterations, or changes made to a residence or lot require written approval from the Architectural Committee (AC). Plans must be submitted in writing for approval to the Property Manager including detailed drawings and specifications. The AC may request additional details from the owner, and may take up to thirty (30) days to respond to a request. Therefore, homeowners should be mindful of this time frame when submitting drawings and specifications.

NOTE: Any improvements/alterations made in individual courtyards which can be seen above the fence line must have AC approval. Any approved AC changes shall be maintained by the homeowner in the condition as approved, at all times.

2. **Clothes Drying.** No outdoor drying or airing of any clothing or bedding is permitted on any lot within the properties.
3. **Antennas/Satellite Dishes.** As of October 2017, no additional satellite dishes may be added to the roofs as it would jeopardize and possibly void the warranty of the roofs. All satellite dishes must be placed on a pole in the ground in a location approved by the Architectural Committee. No satellite dishes larger than eighteen (18) inches will be allowed. Dish approval is valid for one year, at which time the homeowner can renew. The intent is to have dishes removed (at homeowners expense) that are no longer in use.
4. **Windows and Storm Doors** – Any replacement of windows needed is at the homeowner’s expense and must be approved by the Architectural Committee (AC). Replacement windows must match current specifications for all windows (e.g., white vinyl construction and uniformity with grid patterns), and glass panes must be approved by the Architectural Committee as well. Storm doors with or without built in screens must be an approved color, with an approved glass panel extending the full height of the door with the built in screen on the top half. Replacement storm doors must also be approved by the Architectural Committee. Window treatments must appear white from the “street side” of the home.
5. **Fences.** Fences must meet the specifications established by the Association and plans must be submitted to the Architectural Committee for approval. No additional fencing may be further out than 10’ from the back of the original unit. Maintenance of individual, original privacy divider fencing is the obligation of the Association. Upon approval of the Architectural Committee, a homeowner may completely fence in their backyard. Once additional fencing is installed, regardless if installed by the Builder, the previous homeowner or current homeowner, all maintenance and repairs become the responsibility of the homeowner. Maintenance includes pressure washing and staining (using HOA approved stain color) of all fencing inside and outside. The approved fence stain color is Behr “Curry ST-134” (Sem-Transparent) or Behr “Curry SC134” (Solid Color).
6. **Plantings.** No permanent landscaping or landscaping borders may be placed in front or back of any townhouse without written Architectural Committee approval. If approved, it becomes the responsibility of the homeowner to maintain.
7. **Window A/C Units.** No window air conditioning units are allowed in Wyndham Place Homeowners Association.
8. **Firepits.** Only self-contained propane/gas fire pits will be considered for approval. No wood burning fire pits are allowed within the community.

#### D. Exterior Architectural Control/Landscape Guidelines

1. The number of items in the front yard area and opposite the garage door should be limited to three (3). These items should be moderate in size. A general guideline is three (3) feet high by two (2) feet wide.
2. Planters in front of homes should be decorative and on display only when living plants are in them. (For example, the plastic containers which they come in are not decorative.)
3. One (1) flag may be mounted on one side of the driveway and do not count as one of the three items.
4. Items such as wind chimes and bird feeders may not be hung from trees or from any part of the building, in front or back. These items could cause damage to the tree and the building structure and interfere with the lawn maintenance crews.
5. Installation of landscape lighting must be approved by the Architectural Committee. The number of lights allowed will be limited to six. Lights do not count as "yard art."
6. The Architectural Committee and/or Board reserve the right to modify or overrule any of the guidelines herein.

#### E. Exterior Maintenance

1. **Association Responsibility.** The Association is responsible for maintenance of the Common Areas as well as the following maintenance on individual lots: Paint/stain the exterior of the residence, repair/replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other such exterior improvements. Exterior maintenance shall not include driveways, walkways, patios, glass, screening, or doors except for staining or painting as stated above.
2. **Repair Procedure.** If an Owner believes a needed repair is the responsibility of the Association, the following steps should be taken:
  - a. Contact the Property Manager for confirmation that the repair is the association's responsibility. Do not hire your own contractor and expect the Association to reimburse you, this could void warranties, etc.
  - b. Upon confirmation, the Property Manager will arrange to have the repair made.

NOTE: The Association will not pay for repairs required as a result of misuse or willful destruction of the property.

#### F. Pets

1. **Local Ordinances.** All local ordinances pertaining to pets must be observed.

2. **Number of Animals Per Household.** A maximum of two (2) pets per household shall be allowed.
3. **Size of Pets.** No pet shall exceed the weight limitation of fifty (50) pounds. However, service animals and seeing-eye dogs are exempt from this weight restriction with appropriate documentation being filed with the Association that certifies these animals as having met the requirements for service.
4. **Common Areas.** No household pets shall be permitted in any portion of the Common Areas under any circumstances unless carried or on a leash. Pets may not be tied or chained on Common Areas or lots.
5. **Excrement.** All pet excrement must be picked up, removed, and placed in the homeowner's trash can immediately by the pet owner.
6. **Owner Responsibility.** The owner is responsible for the actions of pets belonging to anyone residing in or visiting the townhouse. The costs of repairing damage to the Common Areas caused by any pet shall be assessed to the owner or resident responsible.

#### **G. Rental Policy**

1. A homeowner must own and reside in his or her townhouse for a period of two years (24 months) before being allowed to apply to lease their property. If approved, a lease will be for no less than one year (12 months) and will not be automatically renewed thereafter.
2. No more than three (3) Wyndham Place townhouses may be leased at any given time. To ensure that this is not exceeded and to facilitate enforcement, the Management Company and the Board of Directors shall keep a list of the townhouses being leased and an Owner desiring to lease his or her unit must make a written application to the Property Manager and Board of Directors and receive written approval from the Board of Directors and the Property Management company.
3. No owner may lease less than the entire unit, nor shall any townhouse be leased for transient or hotel purposes, which shall be defined as:
  - A. Rental for any period less than twelve (12) months or
  - B. Any rental in which the occupants of the unit are provided customary hotel services such as maid service or furnishing laundry and linen.
4. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration, the Bylaws and Rules of the Association. Homeowners must inform renters of the applicable policies and covenants governing common areas and elements as stipulated in the Declaration and By-Laws of the Association, and provide the renter with a copy of these "Rules and Regulations." Any lessee who fails to comply with the terms of such documents shall be in default under

the lease.

5. If a lease is approved, the owner shall provide a copy of the leasing documents to the Management Company and provide the Management Company with contact information of the renter(s).
6. All provisions of Article XII, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Wyndham Place, as currently amended, shall apply even if not stated in their entirety in this document.

#### **H. Covenant Enforcement**

1. **Notification of Violations.** A "First Notice" will be sent to the homeowner after a violation has been noted by an on-site inspection or confirmed as a result of a call from a resident. The notice will cite the Covenant Article or Board Guideline being violated, detail corrective action needed and include a statement indicating that fines will be assessed and/or legal action will be pursued if the violation is not corrected. If the violation is corrected by the Homeowner within two weeks (14 days) from the date of this notification, no fine will be assessed. A "Second Notice" will be sent if the violation is not corrected within two weeks (14 days) from the date of the "First Notice" informing the Homeowner that a fine for the violation is being assessed.
2. **Fines.** With Board approval, a fine (aka Special Individual Assessment) of \$100.00 per violation will be assessed with the issuance of the "Second Notice" and fines will increase \$100.00 per month for each subsequent month in which the violation is not corrected. Repeat offenses within 90 days after a violation is corrected will result in an automatic \$100 fine. Fines are to be paid to Wyndham Place Homeowners Association and sent to the Property Management Company.
3. **Legal Action.** If fines are not paid, the fine amount may become a lien that could be attached to the Homeowner's residence and additional legal action may be taken.
4. **Parking Violations.** Homeowners who are notified that a vehicle belonging to them or their guests are in violation of the Parking Policy will have 24 hours to correct the violation.
5. **Compliance Reached.** When the violation has been corrected, the resident may petition the Board for removal of the fine with a commitment of continued compliance. The Board has the authority to remove all or a portion of the fine.

#### **I. Board of Directors Qualifications**

1. Only one resident or owner of a townhouse may serve on the Board of Directors at any given time.
2. Residents should ideally have resided in Wyndham Place for one year (12 months) in order to give them time to adapt to the community and learn its rules before being placed on the Board of Directors.

IN WITNESS WHEREOF, the undersigned parties have herein set their hands and seals to cause these ACTION TAKEN BY WRITTEN CONSENT to be executed this 20<sup>th</sup> day of March, 2023.

Witnesses

Karl L. Lawson  
Cathie Stephens

Wyndham Place HOA Board of Directors

Mae E. Block  
Mae E. Block, President  
Cletus Anthony Williams  
Cletus Anthony Williams, Vice President  
Gregory G. Hammond  
Gregory G. Hammond, Treasurer  
Frank E. Lux  
Frank E. Lux, Secretary  
Robin Marie Thaanum  
Robin Marie Thaanum, Member-at-Large

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE.  )

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Wyndham Place HOA by its members, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 20<sup>th</sup> day of March, 2023.

Cathie Stephens  
Notary Public for S.C.  
My Commission Expires: 1-13-2025

Cathie Stephens