



WELCOME TO COOSAW POINT ADDENDUM “A”

Dear Future Resident,

Welcome to Coosaw Point. We are excited that you have decided to call our community home and our residents are looking forward to meeting you. Like many new owners to Coosaw Point, we know you have questions and we hope to answer those in this packet of information. However, please feel free to email Sentry Management at support@sentrymgt.com with questions we may not have considered.

Please visit our webpage to review the Coosaw Point Codes, Covenants, and Regulations(CCR's), and the Coosaw Point Architectural Review Board(ARB) guidelines. You will want to click on “[Helpful Links](#)” to access CCRs and ARB Guidelines.

Please find included the following printed guidelines for Coosaw Point:

- ☐ General Guidelines page
- ☐ River Club and Pool guidelines page
- ☐ Tennis Courts and Dog Park guidelines page.
- ☐ Renter Guidelines page
- ☐ Please also note that you will need to contact support@sentrymgt.com to be issued your River Club access cards. These cards will allow you access to the River Club.
- ☐ Coosaw Point Costs Summary

In order to ensure that you are included in the “[Coosaw Currents](#)” community newsletter and in our “**Coosaw Community Directory**”, we will need your email address(s), address and phone numbers.

We would also love to have a family photo that we can place in our Coosaw Residents Gallery. These photos will be located in the sales office and the River Club and allow our residents to put faces with names. A short statement of where you are from and why you chose Beaufort and Coosaw Point is not required but is a great way for residents to find some common ground for conversation.

Again, we are thrilled you are making Beaufort and Coosaw Point your home. If there is anything we can do to answer questions or make introductions to residents, please do not hesitate to ask. We are here to help and welcome you to the neighborhood.

Regards,

Christian@ChristianSherbert.com
Mobile ~ (843) 575-5667

Todd@ToddMcDaniel.com
Mobile ~ (843) 263-1906

Marjory@MarjoryMitchell.com
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General Guidelines

1. Dogs are not allowed to roam free, animal waste must be picked up immediately.
2. Boats, trailers, campers and the like are to be in garages or off-site storage.
3. No firearms, including BB guns, are to be discharged in Coosaw Point.
4. Only drive on the roads and alleys in the neighborhood and do not block access.
5. All exterior changes to a structure must be approved by the Architectural Review Board prior to implementation. This includes HVAC window units, fencing, play sets (No brightly colored, large play sets will be approved), dog pens and significant changes to landscaping.
6. Lawns and yards must be maintained in a neat, attractive and orderly manner including maintenance of grass, plants, plant beds, trees and turf. Irrigation must be kept on a schedule and maintained to provide proper watering to the landscaped areas. Bedding areas should be weeded and plants trimmed when unsightly. The Property Owners Association, or their agents, have the right to enter upon any property to perform required maintenance if the owner/renter fails to perform to the minimum standard. All costs and fines are to be billed to the owner/renter.
7. Golf carts are to be operated only by a licensed driver and must have lighting if operated after dark. Golf carts are to follow DOT rules and regulations.
8. Garage doors are to remain closed when not in use.
9. Do not leave trash receptacles on the street or in front of the home after pickup.
10. Renters of garage apartments are required to pay an associate membership to use the amenities of Coosaw Point. Renters of a primary residence where the owner is absent, may use the facilities as long as the owner's dues are current.
11. Residents are required to park their vehicles in their garages or driveways.

Tennis Court (PickleBall) Guidelines

1. No Children under the age of 12 are allowed on the courts without an adult.
2. No pets are allowed on the courts at any time.
3. A member must accompany all guests.
4. ABSOLUTELY no skateboards, roller blades, etc. are allowed on courts.
5. Only tennis shoes are allowed on courts.

River Club and Pool Rules

1. The pool is generally open from May to September.
2. **Adult swim only** is from sunup until 10 am, except on Saturday
3. Regular pool hours are from 10am until dusk. **Absolutely no swimming after dusk.**
4. **There is a \$5 fee per guest, per day.** A guest is anyone not living in Coosaw Point including in-town relatives. Guests must sign a waiver of liability before entering the pool. Failure to register guests may result in the suspension of club privileges.
5. No beer bottles or glass of any kind is allowed at the pool. **Fines will be levied.**
6. Adults must accompany *and supervise* all children under the age of 12.
7. The pool is shallow. No diving, running, jumping or boisterous play.
8. Children not potty trained must wear a swim diaper.
9. No pets are allowed in the pool area.
10. After dusk, anyone under 21 must be accompanied by an adult member or parent when using the Coosaw Point River Club, Pool or Crab Shack, with the exception of the workout room.
11. **The River Club, pool and Crab Shack are not to be used as a gathering place for minors without adult supervision.**
12. Reservations must be approved in advance for events at the pool, club or Crab Shack. Schedule your event by calling 843-522-0041.
13. Fines for breaking the River Club rules start at \$100 for first offence and possible loss of privileges.

For a complete list of rules, follow this link:

<https://forino.us6.list-manage.com/track/click?u=dddedca82c7b6ff866bf5c46e&id=2d5ce27b6e&e=12e5db2c66>

Renter Guidelines

Welcome to Coosaw Point. Thank you for joining our community! Whether you are a yearly renter or buying a home from one of our residents, you will want to make the most out of your stay. We consider ourselves a kid-friendly, retiree-friendly neighborhood. We have monthly activities from oyster roasts in the winter to Cinco de Mayo in summer, hamburgers at the pool, and when the weather is perfect and the mood strikes, high tide Fridays on the veranda of the River Club. If you are renting a home, you are welcome to participate in these activities and use our amenities such as the exercise room, tennis courts, and pool.

Your landlord should have given you their River Club and pool access card, but if not, you may purchase one by contacting support@sentrymgt.com.

We govern our community by a set of covenants that protect our property values and ensure harmony between neighbors. You can receive a full set of these covenants by contacting support@sentrymgt.com. Please read our attached:

- General Guidelines covering items such as proper lawn and yard maintenance, boat storage, and dogs
- River Club and Pool guidelines.
- Tennis Court guidelines

Please abide by these guidelines as they are important to our residents and the aesthetics and harmony of Coosaw Point.

Please remember that this is only a condensed version of the rules and regulations of Coosaw Point. It is your responsibility to know the full Covenants, Restrictions and Guidelines.

Minimum Building Standards & Setbacks

Park (1400 sqft)	General (2000 sqft)	Estate (2400 sqft)
Front Set Back ~ 3.5'	Front Set Back ~ 30'	Front Set Back ~ 30'
PER side Set Back ~ 5'	PER Side Set Back ~ 10'	PER Side Set Back ~ 10'
Rear Set Back ~ 20'	Rear Set Back ~ 35'	Rear Set Back ~ 35'
Porch Depth ~ 8'	Porch Depth ~ 8'	Porch Depth ~ 8'
Elevation ~ 30"	Elevation ~ 30"	Elevation ~ 30"
Building Frontage ~ 50-80%	Building Frontage ~ 50-80%	Building Frontage ~ 50-80%

[Link to ARB Guidelines and Covenants, Codes and Restrictions on Coosaw Point Website](#)

This link will provide you with links to the following:

Coosaw Point Architectural Review Board Guidelines

Condensed ARB Guidelines

Amended and restated Declaration of Covenants & Restrictions for Coosaw Point

Coosaw Point availability sewer map

Coosaw Point site map

Coosaw Point Neighborhood Addendum

The undersigned purchaser (the "Purchaser") of a property (the "Property") in Coosaw Point Subdivision (the "Development") acknowledges that the Property is subject to the following:

- I. Covenants. Declaration of Covenants, Easement, Conditions and Restrictions for Coosaw Point Subdivision (the "Declaration") recorded in Book 1378 at Page 1474 in the Register of Deeds Office for Beaufort County, South Carolina (the "ROD Office"), as amended from time to time, which creates the Coosaw Point Property Owners Association, Inc. (the "Association").
- II. COOSAW POINT PROPERTY OWNERS ASSOCIATION, INC.
 - A. Governing Documents – Purchaser further acknowledges that the Property is a portion of real property and improvements which have been made subject to the Declaration. The nature and extent of the rights and obligations of the Purchaser in acquiring and owning the Property are controlled by and subject to the Declaration, as well as the Articles of Incorporation, the By-Laws, the Architectural Guidelines, and the rules and regulations of the Association, as they may be amended (collectively, the "Governing Documents"). Purchaser acknowledges that Purchaser has received and reviewed the Governing Documents and agrees to comply with all of the terms, conditions and obligations set forth therein.
 - B. Membership in Association – Upon conveyance of the Property to Purchaser, Purchaser shall automatically become a member of the Association and shall be subject to all assessment obligations, ARB procedures, and other provisions of the Governing Documents.
 - C. Expansion – Purchaser further acknowledges that the Development may be expanded to include additional land and/or properties in accordance with the terms of the Declaration. Purchaser also acknowledges that no obligation exists on the part of any person or entity to expand the Development to include land and/or properties other than that presently subject to the Declaration. Further, Declarant is not obligated to provide any additional common areas or amenities which are not presently in place, except as specifically provided for herein.
 - D. Amendments to the Declaration – Under the Declaration, Forino Properties SC 2, (the "Declarant") may make certain changes in or amendments to the Declaration and such changes or amendments may be made without the approval of the Purchaser. In addition, the Declarant may make any amendment necessary to comply with the guidelines established by, or the requirements of, any government authority, title insurer, or institutional lender. All changes shall be made in

accordance with the provision of the Declaration. Such changes or amendments shall not affect the rights and liabilities of the parties under this Agreement or be a cause or reason for termination or revision of the Agreement.

- E. Coosaw Point Control Period – Purchaser acknowledges that the Declaration provides that Declarant shall control the appointment of a majority of the directors of the Association for a number of years (the “Coosaw Point Control Period”) and that Declarant shall also have controlling voting power of the Association during such Coosaw Point Control Period.

- III. Subdivision improvements – Purchaser acknowledges and recognizes that inasmuch as Purchaser may be purchasing the Property prior to completion of construction in all properties in the Development, there may be certain inconveniences until construction is completed, and Purchaser waives all claims with respect thereto. Purchaser agrees that if Purchaser or Purchaser’s family, guests, contractors, agents, or invitees enter onto the area of construction, they do so at their own risk, and neither Declarant nor its contractors, agents, or employees shall be liable for any damages, loss or injury to such persons.
- IV. Right of Repurchase – The Declarant has a right to purchase as set forth in said Declaration of Covenants which provides that if development or construction on the Property shall not have been commenced and completed within the required time period, then at any time after expiration of such period. Should an Owner fail to begin construction within the required time period, then Declarant shall have the right to repurchase the Unit from the Owner on the same terms and conditions of the Owner's purchase of the Unit and for an amount equal to the lesser of: (i) ninety percent (90%) of the purchase price paid by the current Owner of the Unit, or (ii) ninety percent (90%) of the current fair market price of the Unit based on an independent appraisal of the Property paid for by such Owner. This obligation shall run with the land and be binding on subsequent purchasers of the Unit.
- V. Right of first refusal – The Declarant has a right of first refusal as set forth in the Covenants which provided that, neither Purchaser nor any successor-in-title may transfer or convey any interest in the Property to any third party without giving Developer a right of first refusal to repurchase the Property upon equivalent terms and conditions.
- VI. Association assessment and fees
 - A. Common Expense Assessments – The annual assessments, if any, levied by the Association against the property as provided in the Declaration shall be prorated as of 12:01 am on the day of Closing.

- VII. Plan approval

- A. Purchaser acknowledges that the Declaration requires that plans and specifications for all construction, landscaping and tree clearing or pruning on the Property be submitted to the Architectural Review Board ("ARB") appointed by Coosaw Point Board of Directors, for approval prior to commencing construction activities on the Property and that the ARB may charge a reasonable fee for such review. All plans and specifications for construction shall be governed by the procedures and guidelines established pursuant to the Declaration.
- B. Purchaser acknowledges that a Coosaw Point "Builder Guild" Program has been established for the Development. Purchaser agrees that before any other non-approved contractor or builder may perform or engage in any construction activity on the Property, such contractor or builder shall (i) be required to submit a builder application to the Declarant; (ii) be specifically approved as a builder for that project; (iii) agree to comply with all terms and conditions of the Governing Documents and rules and requirements regarding building in Coosaw Point. Approval of a contractor or builder shall not be constructed as an endorsement of the contractor or builder, nor shall Seller or Declarant be liable for any loss, damage or injury to any person arising out of Purchaser's election to use such contractor or builder.
- C. Purchaser agrees to cause all contractors and builders engaging in any activity on the Property to comply with the Governing Documents and the rules regarding Coosaw Point. Purchaser shall cause all construction and development on the Property to be performed substantially in accordance with the approved plans, and all applicable laws, rules, regulations, and ordinances relating to the Property.

VIII. Landscaping

- A. Purchaser shall be responsible for providing all landscaping on the Property and the adjoining area in the right-of-way between the curb and sidewalk in accordance with the Architectural Guidelines and shall submit landscaping plans as set forth in Section 11 of this Agreement.
- B. All landscaping for the Property shall be completed by the earlier of (i) thirty (30) days from the date on which the exterior of the home is completed, or (ii) the date on which a certificate of occupancy is issued covering the home; provided, however, if the due to seasonal conditions the landscaping cannot practically be completed by such date, all landscaping shall be completed as soon as weather conditions permit, with approval of the ARB.
- C. Purchaser agrees to conduct grading and construction activities on the Property as not to disturb any drainage patterns established for the Development, unless otherwise approved by the Declarant.
- D. Purchaser acknowledges that cutting or removal of natural vegetation on the Property is subject to the prior approval of the ARB, and the Purchaser agrees to use best efforts to protect trees and vegetation which are not approved for removal from damage during grading and construction on the property. No trees having a

diameter of four (4') inches or more, measured at a height of forty-eight (48") inches above the ground, shall be removed without approval of the ARB.

IX. Easement

A. Purchaser shall grant to Declarant such easements as may be reasonably necessary for an orderly and logical development of the Property and other property within the development, provided such easements do not interfere with the intended use of the underlying property.

X. Time frame to build

The Covenants state that purchasers shall start construction within **24 months of settlement for a resale homesite. If the Purchaser is purchasing a lot from the developer the start time is 6 months.**

IN WITNESS WHEREOF, Purchaser and Seller have executed this addendum as of this:

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____



Summary of Coosaw Point Community Costs

Coosaw Point Owners Association - \$3,500 per year (Home or Lot)

This annual fee represents maintenance and landscaping of the community's common areas, roads, walkways, parks and all club amenities.

Coosaw Point Capital Contribution

There is a one time Capital Contribution Fee paid by the buyer that is intended to be used for future capital improvements in your community. The Capital Contribution Fee is: \$5,000

Marketing and Sales Fee (MSF)

Our MSF expense is 6% if using a builder in the Coosaw Point Builders Guild and 9% if using a builder outside of the Builders Guild. Please call for a complete list of Builders in our Builders Guild'. Please see the Marketing and Sales Fee(MSF) worksheet below for details and an estimated total cost of your project.

The MSF pays the operating cost for the Coosaw Point Sales Office, It also covers marketing expenses for the Coosaw Point community locally, regionally and nationally. In addition we like to encourage outside realtors to bring their buyers in and we are able to pay commissions to outside Realtors and our own Coosaw Point Realtors

IN WITNESS WHEREOF, Purchaser and Seller have executed this addendum as of this:

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____

Coosaw Point

New Construction Cost and Disclosure Worksheet

Builders Guild: Eclipse ☐ Gallant ☐ Meritus ☐ Summerall ☐

Home Name/Model #: _____

Home Price: \$ _____

Lot #: _____

Lot Price: \$ _____

Garage Options

- ☐ **\$15,000+/-** 2 Car Pole: 24 x 24 Bay Open with Storage Area
- ☐ **\$30,000+/-** 1.5 Car: 1 Bay Enclosed and 1 Bay Covered
- ☐ **\$45,000+/-** 2 Car: 24 x 24 Enclosed
- ☐ **\$75,000+/-** 2 Car: 24 x 24 Enclosed w/ Unfinished Room Above
- ☐ **\$105,000+/-** 2 Car with FROG: 24 x 24 Enclosed w/ Finished Room Above

Marketing and Sales Fee(MSF)

- ❖ Pays the operating cost for the Coosaw Point Sales Office
- ❖ Pays for marketing Coosaw Point community locally, regionally and nationally.
- ❖ Pays commissions to outside Realtors and Coosaw Point Realtors
 - **6% for builders in the Coosaw Point Builders Guild**
 - **9% for Non-Builders Guild**
- ❖ Developer Lot purchase: Buyer has 6 months to contract with a builder and the Marketing and Sales Fee is calculated based on **Home + Garage + Lot.**
- ❖ Resale Lot purchase: Buyer has 2 years to contract with a builder and the Marketing and Sales Fee is calculated based on **Home + Garage.**

Capital Contribution/Initiation Fee(One time fee): \$5,000

Annual Prorated HOA(\$3,500):

Based on closing date

Home Price: \$ _____

Garage Selection/Price: \$ _____

Lot Price: \$ _____

MSF(6%): \$ _____

Capital Contribution/Initiation Fee:: \$ _____

TOTAL Approx Price: \$ _____

Our Builders Guild Explained

The Builders program has been created to ensure the successful growth of our community. Outside builders are allowed, but we require them to pay a higher fee to build in Coosaw Point. The Owner/Developer in Coosaw Point, just like various other communities of this quality, has invested millions in infrastructure and amenity costs. Builders are asked to buy lots and build market/spec homes which creates a pace of sale that secures the success of our community as well as that of our Lot and Home owners. Builders who are unwilling to do this simply ride the coattails of the Owner/Developer and profit from the developer's investment.

In developing the Coosaw Point “Builders Guild” program, we invited builders who we believed are the best fit for the following reasons:

1. Builders that build to the Coosaw Point ARB standards and quality.
2. Builders with the financial strength to ensure they finish what they started.
3. Builders that work well with others in a team environment.
4. Builders with excellent customer service.
5. Builders that are willing to build market/spec homes for the community.

When a buyer and seller enter a transaction for the sale of a home through a Multiple Listing Service(MLS), a commission is typically paid to the Buyers and Seller Agents. Who pays the commission is perspective.

- ❖ Buyers believe they pay, since a higher price was paid due to a commission.
- ❖ Sellers believe they pay, since the commission reduced their net price.

The same commission or **MSF(Marketing Sales Fee)** is charged for the sale of homes in Coosaw Point. The Coosaw Point MSF:

- ❖ Pays commissions to outside Realtors and Coosaw Point Realtors
 - **6%** for Coosaw Point “Builders Guild”
 - **9%** for Non-Builders Guild
- ❖ **Developer Lot purchase: Buyer has 6 months to contract with a builder** and the MSF is calculated based on **Home + Garage + Lot**

- ❖ **Resale Lot purchase: Buyer has 2 years to contract with a builder** and the MSF is calculated based on **Home + Garage**

If a buyer is a client of an outside agent then their agent may earn a co-broke commission on the construction of their home IF:

- ❖ **Their client/buyer contracts with one of the builders in the Coosaw Point Builders Guild within 6 months of closing on their lot ~ Developer and Resale Lot alike.**

- ❖ **They actively work with and communicate their involvement with the Coosaw Point Sales Office.**

Any questions, please contact the Coosaw Point Sales Office

Todd McDaniel (843) 263-1906 ChristianSherbert (843) 575-5667 Marjory Mitchell (843) 263-9893

Customer/Client:_____

HOA \$3,500 Annually:_____ Transfer Fee \$5,000: _____ MSF 6%: _____

Coosaw Point Marketing & Sales Fee Agreement

IN CONSIDERATION OF THE SERVICES PROVIDED BY Coosaw Point's marketing program for the property located at:

Builder :

Purchaser :

The Purchaser agrees to pay at the beginning of construction to **Forino Properties SC 2** a Marketing and Sales Fee(MSF):

6% of the construction contract if a **MEMBER** of the Coosaw Point "Builders Guild" is selected.

9% of the construction contract if a **NON-MEMBER** of the Coosaw Point "Builders Guild" is selected.

By signature, Buyer acknowledges receipt of a copy of this agreement.

PURCHASER:

NAME: _____

DATE: _____

NAME: _____

DATE: _____

BROKER/AGENT ~ COOSAW POINT REPRESENTATIVE:

NAME: _____

DATE: _____