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STATE OF SOUTH CAROLINA) RESOLUTION AND CERTIFICATE OF
) AUTHENTICITY OF RULES AND REGULATIONS
 COUNTY OF BEAUFORT) AND ARC CONSTRUCTION GUIDELINES FOR
) OAKVIEW PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, Oakview Property Owners' Association, Inc. ("Oakview") is a non-profit corporation in good standing, organized for the purpose of administering the property known as Oakview, as more particularly identified in the Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners' Association, Inc. and By-Laws of Oakview Property Owners' Association, Inc. dated November 27, 2000 and recorded in the Office of the Register of Deeds for Beaufort County ("ROD") on December 6, 2000, in Deed Book 1360, Pages 1335-1367 (the "Declaration"); and

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. §27-30-110 et seq. ("SCHAA") mandates that Oakview's rules, regulations, and amendments to rules and regulations must be recorded with the ROD;

It is therefore resolved and certified:

1. That pursuant to the authority granted to it in the Declaration, the Board of Directors (the "Board") duly adopted certain Rules and Regulations and ARC Construction Guidelines (collectively "Rules and Regulations") governing various administrative matters within Oakview on July 1, 2020, true and correct copies of which are attached hereto as Exhibits "A" and "B".
2. That these Rules and Regulations are in full force and effect and shall remain so until such time as the Board may, in its discretion, file with the ROD an amendment, restatement or revocation thereof.
3. That the undersigned is the duly appointed President of Oakview and as such, has the requisite knowledge and authority to execute this instrument on behalf of the Board and to record these Rules and Regulations in accordance with the SCHAA.

So certified this 5th January, 2021 day of ~~December~~, 2020.

Betty A. Drane
 Witness
Elaine H. Bowen
 Witness/Notary

OAKVIEW PROPERTY OWNERS' ASSOCIATION, INC.
 By: Bethany Anderson
 President

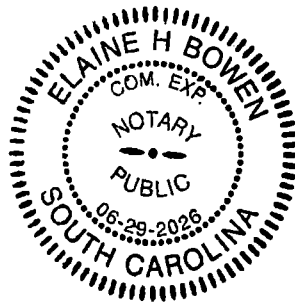
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, Elaine H. Bowen, do hereby certify that Bethany Anderson, President of Oakview Property Owners' Association, Inc., appeared before me this day below written, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of January 2021 ~~December, 2020.~~

Elaine H. Bowen
Notary Public of South Carolina
My Commission Expires: 6/29/26



AFTER RECORDING RETURN TO:
Minor, Haight & Arundell, P.C.
P.O. Drawer 6067
Hilton Head Island, SC 29938

BOARD ADOPTED RULES AND REGULATIONS

EFFECTIVE DATE: July 1, 2020

This Document is the Property of:

**Oakview Property Owners' Association, Inc.
A South Carolina Limited Company
(hereinafter, "Association")**

**Prepared by: Oakview Property Owners' Association, Inc.
P.O. Drawer 5
Hilton Head Island, SC 29938**

WHEREAS, the Association's Bylaws, Section 6.7, as well as Section 6.1 of the Declaration of Covenants, Condition and Restrictions for Oakview Property Owners' Association, Inc. dated November 27, 2000 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 6, 2000 in Deed Book 1360 at page 1335, as may be amended ("Covenants"), authorizes the Board to adopt use restrictions and rules and regulations ("Rules") applicable to the Property;

WHEREAS, the Covenants further provide that any such Rules shall be distributed to all Owners and Occupants prior to the date that they become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the majority of the Total Association Vote.

WHEREAS, since the first Annual Owners Meeting on October 5, 2005, the Board has duly adopted various Rules, which are being restated and recorded herein for the purpose of complying with the South Carolina Homeowners Association Act as follows:

1. **FINE/FEE SCHEDULE** – The following Fine/Fee Schedule shall apply to any fines charged by the Association pursuant to the Covenants:

Construction Deposits, Fees and Violations

<p>Home Construction and Site Work: Gold Oak Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.</p>	<p>Homeowner \$3,000.00 Deposit Builder \$3,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.</p>
<p>Home Construction and Site Work: Sterling Pointe Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.</p>	<p>Homeowner \$4,000.00 Deposit Builder \$4,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.</p>
<p>Home Construction and Site Work: Silver Oak Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants. If this occurs and the Owner does not make good the damages, the deposit shall be used to repair Common Property and as a fine. Any balance shall be refunded.</p>	<p>Homeowner \$5,000.00 Deposit Builder \$5,000.00 Deposit Refund will be made less the cost of repairs to Common Property and Fines.</p>
<p>Minor Construction and Alterations requiring concrete work. Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants.</p>	<p>\$1,500.00 Deposit</p>
<p>Minor Construction and Alterations without concrete work. Refunded unless Owner is in non-compliance with the Rules and Regulations of the Covenants.</p>	<p>\$500.00 Deposit</p>

Review of Architectural Plans and Issue of Oakview Building Permit. Not refunded.	\$200.00
Any construction and alteration to existing approved construction without ARC approval	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property (see note)
Construction does not conform to plans as approved by the ARC.	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property
Clearing of site or unauthorized tree/vegetation removal without approval of Oakview ARC building plans.	\$500.00 This violation could warrant expulsion of the general contractor from the POA Property
Failure to provide adequate trash receptacles, or failure to keep site clean of debris.	\$100.00 per violation, plus \$100.00 per day until compliance
Landscaping without an approved plan, including the addition of excessive fill, may result in forfeiture of a part, or all, of the deposit. Failure to landscape per the approved plan within the allocated time frame	\$25.00 per day for each day the landscaping is not completely installed.
Improper trash hauling causing damages to adjoining vacant lots or POA Property.	\$100.00 per violation, plus cleanup cost
Failure to provide and properly site portable toilet (door facing construction).	\$100.00 per violation, plus \$100.00 per day until compliance
Trespass onto adjoining vacant lots or POA Property by personnel, vehicles, equipment, material storage, etc.	\$100.00 per violation, plus restoration cost
Loud music, language, or inappropriate behavior.	\$100.00 per violation, per day
Damage to road pavement, curbs, and road rights-of-way.	\$200.00 plus restoration cost
Work not completed in (12) twelve months. ARC may approve extension and in writing.	\$50.00 per day
The occupancy of a house prior to the final compliance inspection may result in a fine to the property owner for each day until the approved final compliance inspection date.	\$100.00 per day
Landscaping does not conform to plans as approved by the ARC (Ornamental fountains, Waterfalls, Pools, Statuary, Trellises, Stationary and Mobile Ornaments,	

Lighting, Patios, Decks, Dog Runs, Equipment Enclosures and other Miscellaneous Installations as defined in the Covenants)	\$500.00
Other violation of the covenants, rules & regulations	\$50.00 per occurrence per week outstanding

Other Violations

Damages to Common Property, removal of trees and vegetation	Actual replacement cost +\$200.00 fine
Unauthorized removal of trees on private Property	\$200.00 per tree
Illegal parking on Owner Lot (parking on lawn)	\$50.00 per occurrence/per day
Illegal parking on un-built Owner Lot	\$50.00 per occurrence/per day & towing
Illegal parking on Common Property or roads	\$50.00 per occurrence/per day & towing
Non-compliance with the animal and pet policy	\$50.00 per occurrence/\$100.00 per day for failure to remove dangerous animal.
Violation of pool rules and entry permissions; re-issuance of access key	\$50.00 per occurrence/plus a re-issuance fee as periodically established by the Board.
Non-compliance with Owners Property Responsibilities	\$50.00 per occurrence per week outstanding
Other violation of the covenants, rules & regulations	\$50.00 per occurrence per week outstanding
Open fires on private lots or POA Property	\$200.00 per occurrence
Late Payment of Assessments	\$10.00 Late Payment Fee plus interest on unpaid balance of 12% per annum

Per diem fines are in the nature of liquidated damages and are capped at \$3,000.00 per offense. Notwithstanding the foregoing, the Association shall be entitled to collect, in addition to such fines/fees, all other costs of collection and/or enforcement, including reasonable attorneys' fees, as provided for in the Covenants.

The above fines for ARC violations apply to new, additional, and replacement construction. The scope of the change and its impact on the surroundings may be taken into consideration in determining the actual amount of the fine within the specified limits. The ARC may also require the removal of any unapproved work and the restoration to the original condition(s) or other mitigation. The ARC has the authority to adjust or waive the amount of any fine to compensate for mitigating circumstances in its sole discretion.

2. POOL RULES AND REGULATIONS:

- Owners and Residents of the Oakview Property Owners' Association, Inc. and their Tenants.

- Family members of Owners and Tenants living in the same household.
- Guests of Owners and Tenants, not to exceed four (4) people, but only if accompanied by an adult Resident (18 years or older).
- Children of Owners and Tenants under 16 years, but only if accompanied by an adult Resident (18 years or older).
- In order for a Tenant to utilize the pool facilities, a copy of the lease agreement must be provided to the Association for rented premises.
- No other persons are permitted to use these pool facilities. Violators will be prosecuted to the fullest extent of the law, and are subject to being charged with criminal trespass pursuant to S.C. Code Ann. 16-11-620.
- An adult resident of the household, who may be accompanied by other family members and guests, must carry id to enter the pool facilities
- Any proximity card/key fob issued by the Association or its property management agent for pool facility access is valid for use by authorized Owners, tenants or guests of the lot to which they are issued. They may not be exchanged with users from other lots. Unauthorized usage shall constitute a violation of these Rules.
- Non-authorized Owners and Residents. The use of the pool facilities by (i) owners and tenants whose right of use has been suspended, or (ii) non-authorized persons, is considered trespassing and will be followed up according the rules and regulations of the Covenants.
- Users shall assume responsibility of ensuring their safety and that of their family when using the pool facilities. The POA has installed appropriate signs, a self locking gate, emergency telephone, and a first aid kit (per South Carolina DHEC Rules and Regulations) that is available to pool users.
- The POA Board determines the dates for opening and closing the facility.
- Pool opening hours are dawn to dusk. The facilities are closed beyond that time.
- The POA Board schedules meetings or special events in the pool area only.
- All persons must use the foot shower before entering pool.
- Children in diapers - must wear tight waterproof pants.
- Used diapers shall not be disposed in the trash bags /trashcans.
- Users must not have communicable diseases or be wearing band-aids.
- Pets are prohibited in pool enclosure.
- Place all trash into the trash bags in the cans.
- Diving is not permitted.
- Pushing and throwing objects or other activity harmful or annoying to others is prohibited.
- Running or conduct harmful to self or others is prohibited.
- Bikes, skateboards, or skates in pool enclosure are prohibited.
- Audio equipment must be used with earphones.
- Discarding of cigars, cigarettes are prohibited except in receptacles provided.
- Alcoholic beverages and glass containers are prohibited within the pool enclosure.
- DHEC Rules and Regulations as posted must be strictly adhered to.

3. LEASING: In addition to those provisions found in Section 6.3 of the Covenants the following rules regarding leases shall apply:

- All lease agreements must be approved by the Board for compliance with Section 6.3 prior to the Tenant's taking possession of the residence.
- Leases must include the name of the renter and all family members residing in the home. All persons residing in the Unit must be family members of the renter. It shall include a list of all

vehicles that will be stored on the property. A list of all household pets shall be listed including the type and size/weight of the pets.

4. **OWNERS' RESPONSIBILITIES FOR HOMES AND LOTS.** Property Owners should be fully aware and acquainted with the relevant provisions in respect of the Use Restrictions and Rules, including the Architectural Standards for Improvements of Lots and Residences, stated in the Covenants. It is the responsibility of each Property Owner to assure their home, other structures, parking areas, other improvements, landscaping, and undeveloped lot is in compliance with all applicable rules and regulations. Property Owners have the right to certain standards and expectations for Oakview and may call on the Property Owners Association to inform the administration of properties that may not be in compliance with established policies, guidelines, and standards. In further clarification of the duties imposed in Section 6.4 of the Covenants, the following shall apply:

- Houses must be free of discoloration and/or staining resulting from pinesap, rust, or similar consequences. Each homeowner must maintain the dwelling in such manner that it is in sound, structural condition and is void of visible deterioration.
- Undeveloped lots must be free of dead trees and tree branches to eliminate infestation of termites and accidents from falling trees and branches.
- Pine straw and /or other debris on roofs must be removed at least once annually from the roof surface. A roof with a 60% or greater, visible discoloration must be cleaned.
- Except in emergency cases, ARC approval shall be obtained prior to repairing damaged roofs and replacing an entire roof. No apparent patching of shingles is allowed. All repairs and replacement must be in the same color and style shingle that exists on the remainder of the roof surface.
- It shall be the responsibility of the Owner to maintain the gutters and downspouts on the structure in good functional condition including, but not limited to, the painting, repair and replacement.
- Owners shall have the obligation to create a yard, sensitive to the scale and mood of the surrounding landscape and buildings. A reasonable number of brushes and plants, as well as lawn shall be planted and maintained.
- No bare earth shall remain on any private Property. Ground cover planting, pine straw, mulch, bark, or other acceptable materials shall be placed on all areas not otherwise planted. No white or colored stone or gravel shall be used as cover as these are not indigenous to this locality. Vegetable gardens are prohibited. The yard must be maintained on a regular basis by mowing and pruning and be void of leaves, rot, and excessive weed growth.
- Owner shall remove dead trees and dead branches of live trees so not to endanger people.
- All tree removal requires the approval by the Architectural Review Board. Tree stumps must either be completely removed or chipped to no less than six (6) inches below the existing grade.
- No yard debris, trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed on open space. Owner shall cultivate the yard and keep the Property free from pests and diseases.

5. **PARKING:** In addition to the provisions of Section 6.14 of the Covenants, the following rules shall apply:

- No Owner, Occupant or any guest or invitee thereof, shall park or allow to be parked any vehicle of any type on Oakview Roads, except temporarily (less than 2 hours) to allow loading

and offloading between vehicles and the Owner's Lot. Notwithstanding the forgoing, parking of contractor's construction vehicles is permitted Monday through Saturday between the hours of 7 A.M and 7 P.M and in emergency cases on Sundays.

- Any vehicle parked in violation of this rule is subject to being towed at the expense of the owner thereof. In addition, any Owner or Occupant who has violated, or has allowed to be violated this parking rule may be fined by the Association in the amount set forth in the Schedule found at the beginning of these Rules and Regulations.
- There shall be no parking of vehicles of any type on Common Property or any unimproved Lot at any time.
- Any vehicle parked in violation of this rule is subject to being towed at the expense of the owner thereof. In addition, any Owner or Occupant who has violated, or has allowed to be violated this parking rule may be fined by the Association in the amount set forth in the Schedule found at the beginning of these Rules and Regulations.
- There shall be no parking off an Owner's driveway; i.e., on the lawn of an Owner's Lot. *In the event any Owner possesses additional vehicles over and above the capacity of the garage, or has overnight guests on a temporary basis, said Owner shall provide off-street parking areas; i.e., on the Owners' driveway.*

6. COMMERCIAL VEHICLES. "Commercial Vehicles" are defined as those that have lettering and other exterior evidence of commercial use such as pipe racks, ladders, tools, material, etc., as well as the obvious commercial vehicles, such as flatbed trucks etc. Pickup trucks that do not embrace the definition of "commercial vehicles" are allowed. So are vehicles of the law enforcement and the fire department.

- Commercial Vehicles of Owners shall at all times be parked in closed garages.
- Commercial vehicles are not permitted on unimproved Lots or on Common Property at any time.
- Parking of contractor's construction vehicles performing service work for Owners is permitted Monday through Saturday, and in emergency cases on Sundays, between the hours of 7 A.M. and 7 P.M.
- No commercial activity whatsoever is permitted on Thanksgiving Day, Christmas Day, and New Year's Day. Emergency repair work is exempt from the preceding restriction.

7. PETS: In addition to the provisions of Section 6.15 of the Covenants the following restrictions shall apply:

- For purposes of these Rules, a pet shall include service and emotional support animals.
- All pets of any kind including exotic animals that are deemed by the board to be a threat to the safety and well-being of Oakview residents shall be removed immediately by the Owner. Any attack by a pet that results in bodily injury to any person or persons or to other pets will be deemed such a threat. Owners, their tenants and/or guests shall comply with all applicable State, County and Town laws or ordinances respecting the maintaining of animals on their respective Lot.

8. **ENFORCEMENT PROCEDURE:** Unless another enforcement procedure is specified in the Covenants, these Rules or in the ARC Guidelines, (see for example towing or pet removal), the following Enforcement Procedure shall apply:

a. First Notification:

- Inform Owners or Residents in writing sent by US mail or Email of the specific violation and allow them 10 working days to respond in writing to the POA contesting the violation (which written communication shall include all corroborating evidence of the contesting Owner's position) or correct the violation within the time specified in the First Notification. For purposes of this First Notification procedure, the term "in writing" or "written" shall include any form of written communication, including email transmissions.
- If contested, the Board or any committee appointed for such purpose, shall review the evidence presented and issue a written determination regarding its findings.
- Re-inspect the Property to verify that the problem has been corrected.
- If violation is corrected close the case.

b. Second Notification:

- If the violation is not corrected following the initial notification, the Owner may be fined in accordance with the Covenants, these Rules and/or the ARC Guidelines as applicable.

c. Additional Remedies:

- If owner fails to respond to the first two notifications, the Association may pursue all other remedies provided for in the Covenants, including but not limited to, handing the matter over to counsel for the Association for further action.
- Nothing contained in this Rule 8 shall be construed as limiting the Board's ability to take action without Notice in the event of an emergency.
- The voting right of any owner and the use of Common Property is subject to the payment of the annual dues, special assessments, fines, or charges levied by the Association and is suspended during the period the dues and fines remains unpaid.

AFTER RECORDING RETURN TO:
Minor, Haight & Arundell, P.C.
P.O. Drawer 6067
Hilton Head Island, SC 29938

ARC CONSTRUCTION GUIDELINES, FOR OAKVIEW PROPERTY OWNERS ASSOCIATION, INC.

Oakview Property Owners' Association has adopted these ARC Construction Guidelines, Rules and Restrictions to ensure that development can proceed in an orderly and well-planned manner. The original developer determined the overall land plan and infrastructure and prepared the basic regulations and covenants used to control development. The Covenants protect the community from unattractive and irresponsible construction, thus enhancing the overall beauty and cohesiveness of the development, maintaining property values, and protecting the natural environment. In addition to those requirements set forth in the Covenants, in particular Section 6.5 and its subparts, the following ARC Guidelines shall apply:

ARTICLE I Pre-construction

1.1 Acknowledgement. All owners, architects, engineers, designers, builders, contractors, and developers shall submit a written acknowledgement that they have read and understood the ARC guidelines as set forth in Section 6.5 and agreed to comply with them, as applicable, upon submitting any proposal for ARC review.

1.2 Construction Generally.

- For minor additions, alterations, e.g. patios and sunrooms, etc., Owner may submit a non-architectural drawing showing the scope of the project with measurements. (Owner may do this by showing this information on a copy of the original site plan). Proposals shall be submitted to the ARC enclosing a payment of the review fee as per POA schedule. Prior to any work (clearing, fill, construction) a rough stake out of the structure must be placed on the lot.
- Owner shall submit the compliance deposit, as per schedule, to the POA after written approval has been given by the ARC.
- Construction shall only commence after the ARC has approved the plan, and has received both the compliance deposit and a Town-approved building permit. It is the owner's responsibility to be in compliance with the regulations issued by the Town of Hilton Head.
- At completion of the construction project, owner shall submit an As-built Survey to the ARC. The ARC will then inspect the construction and return the deposit if compliance with the Oakview Covenants and this Supplement is confirmed.

- New Construction Projects must begin within ninety (90) days after the ARC Final Review Approval, after which a new application and appropriate fee will be required.
- Additions and Alterations must be completed within sixty (60) days of the ARC Final Review Approval unless an approved extension has been granted, in writing, by the ARC.
-
- Any extensions of time must be requested by the Owner in writing with an acceptable justification, prior to the expiration of the time limit.

ARTICLE II

Design

2.1 Design. The ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including but not limited to purely aesthetic considerations, style, location, massing, proportions, rooflines, fenestration, exterior finishes, details, features, colors, and compliance with the design philosophy of Oakview. Designs shall contemplate existing homes in the neighborhoods of each of the three (3) distinct sections of Oakview, being Silver Oak (Lots 1-27), Sterling Pointe (Lots 28-44) and Gold Oak (Lots 46-121). No home design will be approved unless the ARC determines that the submitted design is in keeping with these ARC Guidelines and the quality, value and character of the neighboring properties.

2.2 Plan Submittals. Plan submittals shall conform to the applicable covenants, guidelines and procedures. Any submission shall be in aesthetic harmony and compatibility in form, finish, and color with its surroundings

ARTICLE III

Building Plan Submission

3.1 Design Documents. The Owner is responsible for ensuring that all plans, documents, and submittals are prepared in accordance with these guidelines and satisfy the Town of Hilton Head Island building code and all other governing codes, rules, and regulations.

3.2 Conceptual Review (optional). The submission shall include:

3.2.1 Site plan. indicate relationship of structures to lot. Show all proposed structures including driveway. Show setback dimensions from property line.

3.2.2 Tree and topographic plan. At scale 1/8" = 1'-0" with all existing pertinent information.

3.2.3 Exterior street elevation. At scale 1/8" = 1'-0"-of all proposed structures.

3.3 Full Review (mandatory). All submissions shall include:

3.3.1 Site plan. 1/8"=1' scaled drawing with all existing and proposed tree and topographic data; outline of all the structure and all other vertical construction elements with setback dimensions from property lines; finished floor elevation(s); roof plan, walks, driveways, decks, patios, swimming pools, outlines of adjacent structures of neighbors, and all other salient features, views, etc., both on and around the lot. Driveways shall be hard paving such as concrete, textured concrete, asphalt, brick, or concrete pavers. Pine straw, gravel, shells, or other loose materials are prohibited.

- Entry sidewalks shall be hard surface paving and shall be curved (meander) wherever possible.
- 3.3.2 Tree and topographic Site Plan. A tree and topographic survey no older than 3 years submitted by a South Carolina licensed surveyor at scale: 1/8"=1' indication trees you would like to remove for the site.
- 3.3.2 Floor plan. 1/4"=1' scaled drawing complete with all decks, patios, pools, stairs, service yards, etc. Dimension all proposed construction features.
- 3.3.3 Exterior elevations. 1/4"=1' scaled drawings of all four elevations including an accurate indication of existing and final grades at the perimeter of the structure, all vertical construction elements, and a maximum height dimension from existing grade or flood plain. Show any non-typical hidden elevations.
- 3.3.4 Exterior lighting, color, material. Provide cut sheets for all proposed exterior lighting fixtures. All exterior elements must be identified by name on a front elevation. In addition, 3" x 3" minimum size samples of all key materials and colors, properly labeled and affixed to a white 8 1/2" x 11" maximum size board, are to be provided. Major colors must be actual samples. Minor colors may be printed samples. Paint and samples from wood color fans are acceptable. Maximum overall thickness of board plus samples to be no greater than 1/2".
- 3.3.5 Roof Plan. Indicate material, color, and gutters if utilized.
- 3.3.6 VariANCES. The ARC has the authority to and may occasionally grant certain variances when there is valid justification and where the variance does not have a negative impact on the adjacent properties or the neighborhood.
All requested variances from these Guidelines must be forwarded to the ARC in writing with substantial justification narrative.
The ARC will not grant a variance to a Covenant. No variance will be granted which does not comply with codes, ordinances, rules or regulations of any governing authority.
- 3.3.7 Landscape Plan and Drainage Plan. A Drainage Plan indicating all fill and grading, and designed by a licensed civil engineer, architect, or landscape architect, shall be superimposed on a survey at 1/8" scale. Final grading shall be contoured to prevent any standing water and to prevent any run-off onto adjacent properties and shall be directed to the nearest available swales, ditches, culverts, and lagoons and marches. The Landscape Plan must show the location, physical size, number and generic names of all existing and proposed trees, plants, shrubs and ground cover. Landscaping shall retain and incorporate as much natural vegetation as possible. The intent of landscape design is to be natural and informal causing lot lines to "disappear." Hedge type plantings is to be avoided.
- 3.3.8 Special construction conditions. Unusual site conditions, which may affect the structure or its location on the site, must be graphically presented
- 3.3.9 Plan review fee. Payment should be made at the time of submitting the plan for review. Payment should be by check made out to the Oakview Property Owners Association

ARTICLE IV Construction

- 4.1. Town Building Permit. For any projects that require a Town Building Permit, a copy of the permit must be filed with the ARC prior to any commencement of work, and displayed on the construction site.

4.2. Protection of Natural Vegetation and Neighboring Properties. Only those trees indicated for removal on the approved site plan can be removed.

Any Owner, Occupant, or their agent who alters or removes any topographic characteristic or vegetative material or who causes any construction, including landscaping, upon Common Property without written Board approval does so at his or her own risk and expense of restoration; and the Board may require restoration by the Owner, may initiate restoration at the Owner's expense, or may allow such unauthorized change to remain without reimbursement to the Owner.

If the construction site faces an undeveloped lot, the property line shall be identified and marked for the period of construction and no building material, debris, or soil shall be disposed on the undeveloped lot. A silt fence shall be installed on the sides of the adjoining Property if there is a residence. A silt fence shall always be installed on the marsh side.

4.3 Trespassing. All access areas, parking, storage of material, location of dumpster, and portable toilets must be confined to the permitted lot. The use of private Property, Common Property, or open space is prohibited.

If written temporary permission of use of Common Property has been given to the Owner by the ARC for storing construction material and vehicles, Owner nevertheless remains responsible for damage to all ground and vegetation on neighboring lots, streets, and Common Property as the result of construction activities and must reconstruct ground and vegetation to its original condition.

4.4 Yard Standards. Owners shall have the obligation to create a yard, sensitive to the scale and mood of the surrounding landscape and buildings. A reasonable number of brushes and plants, as well as lawn, shall be planted and maintained.

No bare earth shall remain on any private Property. Ground cover planting, pine straw, mulch, bark, or other acceptable materials shall be placed on all areas not otherwise planted. No white or colored stone or gravel shall be used as cover as these are not indigenous to this locality.

All Right-of-way setback areas of a lot bordering the road shall have a minimum of 6 feet of lawn to eliminate soil erosion.

4.5. Portable Toilets. Port-A-John shall be placed on the building lot with the door opening facing away from the street and neighbors.

4.6. Dumpster. A dumpster must be provided and placed on the building lot. All debris shall be disposed in trash collection containers stored on the building lot. Containers shall not be stored on neighboring lot, Common Property, or on the street.

4.7. Site Maintenance. The construction site shall be maintained in a clean, uncluttered and safe condition and all debris shall be properly disposed of in an expeditious manner. No construction debris shall be left on the building site or in the building.

4.8. Mail Boxes. All mailboxes shall be of the same type and design and are available for purchase from the POA.

4.9. Construction Restrictions. No commercial activity is permitted between 7 pm and 7 am, on Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. Emergency repair work is exempt from the preceding restriction.

4.10. Parking of Construction Vehicles. Construction vehicles may be parked on the construction lot or on a temporary basis on driveways or roads between 7 am and 7 pm between Monday and Saturday. No parking is permitted on Sundays, Thanksgiving Day, Christmas Day, or New Year's Day. No vehicles shall be parked on neighboring lots or Common Property.

4.11. Gutters and Downspouts. Gutters and downspouts shall be installed where necessary to prevent roof run-off into an adjoining lot or street. If installed, concrete catchments shall be placed at end of downspout with fine-grading to conduct surface runoff in accord with Drainage Plan.

4.12 Variances. All exterior alteration or addition shall not intrude into setback areas. The ARC shall not grant a variance unless a hardship is proven. Such hardship shall not result from unfamiliarity with site conditions or covenants, or be self-created. The hardship must be more than inconvenience or preference. The ARC will consider the size, shape, topology, and any specimen trees on the lot in making a variance determination.

4.13 Landscape and Drainage Plans. Any submittal to the ARC for plans approval shall include a drainage plan and a landscape plan at 1/8" scale conforming with the following guidance and regulation:

4.13.1 Elevation of Floor Levels - The ARC shall consider the elevations of adjacent properties, the topology of the site, the impact on drainage structures, the likelihood of erosion, and the distance between proposed and existing homes in approving the amount of fill that will be permitted to be placed atop existing grades.

4.13.2 No fill will be permitted at the property line between lots unless mutually agreed to as necessary to establish proper drainage. Common drainage swales shall be established between lots to prevent runoff intrusion into adjoining lots. All fill shall be fine-graded to a maximum slope of 1' in 4'.

4.13.3 The drainage plan shall show spot elevations 10' on-center along swales, walks and drive, the periphery of all structures, and the corners of the lot.

4.13.4 Proposed drainage shall conform with and supplement existing drainage structures. Where none exist, runoff shall be directed towards lagoons and marsh. Alternative means of runoff control may be used to mitigate impact, including French drains, dry-well sumps, subsurface perforated piping, and flush catchment inlets with integral piping to acceptable outfall.

4.13.5 Plant material selection and installation shall not interfere with or restrict designated site drainage.

4.14 Satellite Dishes. Oakview Property Owners' Association, Inc. understands the Owner's right to have direct broadcast satellite reception on their Property and enjoy the programs offered by the communication provider. The concern is that such installation should be done in the most inconspicuous manner with the least amount of attraction from the street. The matter is that the environment is not cluttered with unsightly installation and the community is well kept and neat in appearance. If an installation on the roof or house wall at the rear of the Property will not yield

acceptable reception, the premise to install the dish at an unobvious site should still be followed: i.e. install the dish on the sides of the roof at the rear of the house and, if reception is still not possible, on the ground in the front of the house but properly shielded by brush between the street and the dish.

4.15. Siding. Any external siding that, in the view of the ARC, is attractive, indigenous, and aesthetically compatible with the neighborhood may be used. However, vinyl siding shall not be used on Sterling Point or Silver Oak residences.

ARTICLE V Owner Compliance Agreements

With the submission of the plans for ARC review any Owner shall submit either 1) a signed New Construction Deposit Agreement (appendix A), or 2) a signed Significant Additions/Alterations/Pool De-posit Agreement (appendix C). In addition, Owner shall submit a signed Letter of Acknowledgment (appendix B).

ARTICLE VI Enforcement

In the event that an Owner fails to comply with the terms of this Declaration during construction, the ARC or the Board may, after providing the Owner with five (5) days written notice, fine the Owner for the said violation and remedy said violation and reimburse itself with funds from the compliance deposit. In such event the Owner shall restore the compliance deposit to the original amount within ten (10) days after receipt of a written request for said funds from the ARC.

Each Owner and Occupant shall comply strictly with the Bylaws, rules, and regulations and the use restrictions. In the event of a violation or breach of any of the aforementioned obligations or restrictions by an Owner, the Association shall have the right to proceed at law and equity to compel compliance.

Property Owners and Contractor will be held accountable for all damages to Common Property and undeveloped lots.

Note: A warning letter (*First Notification*) will not be furnished for incidents involving

- Damages to Common Property, marsh-front, or lagoon-front Property
- Damage by contractors to road pavement, curbs, or road right-of-way
- Dumping of debris or other material on private Lots or Common Property
- Violation to any ARC Architectural Standards for improvements of Lots for new or additional construction

These types of violations will result in a letter stating the violation and an invoice with the fine. The violation letter shall contain instructions that offender must correct the situation by a specific date and incur all costs for the clean-up and restoration.

ARTICLE VII Oakview Setback Areas.

The boundary survey maps prepared by T-Square Group, Inc., dated August 14, 2000 identify the required setback areas of construction. Any variance to the setback areas requires the written

approval of the Architectural Review Board of the Association. Further, such variance shall also be shown on the building plans submitted for approval to the Town of Hilton Head.

For Lots 1 to 3 in Silver Oak (gated community)

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Side Line: 10 feet
Oakview Property Buffer Line 20 feet

For Lots 4 to 27 in Silver Oak (gated community)

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Side Lines: 10 feet

For Lot 28 in Sterling Pointe/Gold Oak

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Sides Lines: 6 feet

For Lots 29 to 44 in Sterling Pointe/Gold Oak

Right of Way Line: 20 feet
ORCM Critical Line: 20 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

For Lots 46 to 53 in Sterling Pointe/Gold Oak

For Lots 97 to 121 in Sterling Pointe/Gold Oak

For Lot 96 part of the rear line

Right of Way Line: 20 feet
Rear Line: 20 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

For Lots 54 to 95 in Sterling Pointe/Gold Oak

For Lot 96 part of the rear line

Right of Way Line: 20 feet
Rear Line: 10 feet
Sides Lines: 3 feet and opposite side 6 feet so that a minimum of 9 feet is maintained between two properties

ARTICLE VIII

The Architectural Review Committee

8.1 Purpose. The ARC assures compliance with all provisions of the Covenants, Rules and these ARC Guidelines concerning architectural control.

8.2 Appointment. The Board of Directors of the Association shall appoint three (3) Members of the Association to the ARC, giving preference to persons with architectural or construction experience when possible. Each ARC Committee member so appointed shall serve for a term of three

(3) years, unless earlier terminated by the Board for cause or by the resignation, death, or disqualification of the Committee member.

8.3 Composition. One of the three (3) Committee members shall be appointed by the Board of Directors of the Association to serve as the Director of the ARC. The Director of the ARC shall have the powers and duties necessary for the administration of the affairs of the ARC and shall report to the President of the Board of Directors for the Association. Each Committee member shall have one equal vote.

8.4 Meetings. The ARC meets on demand and on request of the ARC Director. The Director of the ARC is responsible for the taking of minutes and the preparation of correspondence as a result of the deliberations of the ARC. A permanent record is kept of all proceedings. Deliberations of the ARC concerning individual projects are kept confidential until such time as a final determination has been made.

8.5 Quorum. At all meetings, a majority (2) of the ARC members shall constitute a quorum for the transaction of business. Actions and resolutions approved by a vote of the majority of the ARC members present (2) at a meeting at which a quorum is present shall be the acts of the ARC.

8.6 Compensation. No ARC Member shall receive any compensation from the Association. All ARC reviews and decisions shall be made unbiased and neutral in a highly ethical way. However, a member may be reimbursed for actual expenses incurred in the performance of his or her duties.

8.7 Conflict of Interest. If an ARC member submits a project to the ARC for review or has a personal interest in a submitted project, the ARC member shall excuse himself or herself from the meeting during the review and discussion of that project.

8.8 Owner Participation in the decision-making. As and when needed, and at the discretion of the Director of the ARC, neighbors of the proposed building site may be invited to any ARC meeting for comments but without voting rights.

COMPLIANCE DEPOSIT AGREEMENT - NEW CONSTRUCTION

(Appendix A)

It is agreed by the undersigned that the Compliance Deposit will be given to Oakview Property Owners Association to ensure that construction on the lot referenced below will be constructed and finished in accordance with the construction, drainage, and landscape plans approved by the Architectural Review Board (ARC).

This deposit is also to ensure the property owner's compliance with all rules and regulations regarding site work, tree removal, placement of a portable toilet, refuse containers, construction practices, as well as maintaining a trash and litter free work site. Failure to comply may result in fines against or forfeiture of the deposit.

This deposit will be refunded, less any fines imposed, to the undersigned after all conditions and approvals are fulfilled, including completion of all work within 90 days of receipt of Certificate of Occupancy from the Town of Hilton Head Island or within one year of construction, whichever occurs first. It is the Owner's obligation to request compliance inspection by the ARC when work is complete.

Upon written request for compelling reasons, the ARC may grant an extension.

The Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners Association, Inc., the Bylaws, the Board Adopted Rules and Regulations, and Arc Construction Guidelines for Oakview Property Owners Association, Inc., all as amended from time to time (the "Governing Documents") are the controlling documents governing all construction activity in the subdivision. Noncompliance could result in action being taken pursuant to the Governing Documents, including, but not limited to, the impositions of fines.

AGREED: Property Owner Signature _____

Lot Number/Street _____

Current Mailing Address _____

LETTER OF ACKNOWLEDGMENT

(Appendix B)

This acknowledges that I have received a copy of the

Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners Association, By-Laws, Board Adopted Rules and Regulations, and Arc Construction Guidelines for Oakview Property Owners Association, Inc., collectively, the "Governing Documents".

and that I will abide by them.

I understand that I cannot make any exterior alteration or change of an approved plan to my home such as trim, siding, shingles, color or stain, fences, driveway and/or walk location, shutters, doors, windows, rooms, garage, trellis, outdoor lighting, etc. and/or changes to an approved landscape plan without prior submission of a written request for the change (s) to the Architectural Review Board, and written approval received.

Further, if I do violate written approved plans, I hereby grant authorization in accordance Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners Association to have ingress/egress to below described property to correct whatever construction, paving planting, etc. that was done without written approval of the ARC.

I have also read, understand and will abide by the fee schedule for ARC submittals and the schedule of fines as contained in the Governing Documents.

Further, I agree to pay any expenses to modify any exterior changes for which I do not have written approval. I will hold the Oakview Property Owners' Association harmless for such action.

AGREED: Property Owner Signature _____

Lot Number/Street _____

Current Mailing Address _____

COMPLIANCE DEPOSIT AGREEMENT
SIGNIFICANT ADDITIONS, ALTERATIONS OR POOL

(Appendix C)

It is agreed by the undersigned that this One Thousand (\$1,000) Compliance Deposit will be given to Oakview Property Owners' Association to ensure that the additions, alteration for Lot # _____ on _____ will be submitted to the Architectural Review Committee ("ARC") for final review approval and that the additions, alteration will be constructed and finished in accordance with the plans approved by the Architectural Review Board.

This deposit is also the property owners guarantee of compliance with all rules and regulations regarding drainage, construction, tree removal, placement of portable toilets, refuse containers, and maintaining a trash and litter free construction site. Failure to comply may result in fines levied against the deposit, or possibly, forfeiture of the entire deposit.

This deposit will be refunded, less any fines imposed, to the undersigned after all conditions and approvals are fulfilled, to include completion of all work within 60 days of the issuance of the Oakview Property Owners' Association Building Permit.

Upon written request, and for compelling reasons only, the Architectural Review Board may grant an extension.

The Declaration of Covenants, Conditions and Restrictions for Oakview Property Owners Association, Inc., the Bylaws, the Board Adopted Rules and Regulations, and Arc Construction Guidelines for Oakview Property Owners Association, Inc., all as amended from time to time (the "Governing Documents") are the controlling documents governing all construction activity in the subdivision. Noncompliance could result in action being taken pursuant to the Governing Documents, including, but not limited to, the impositions of fines.

AGREED: Property Owner Signature _____

Lot Number/Street _____

Current Mailing Address _____