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# Persimmon Grove Architectural Guidelines

# Architectural Guidelines

## Part I – General Information

### Section A - Introduction:

Subject to the more specific language set out in the Declaration of Covenants, Conditions, Restrictions, Easement Charges and Liens (Declaration), the Architectural Guidelines for the community address and better explain some of the applicable language in the Declaration, further define the authority granted by the Declaration to the Developer and later to the Board of Directors of the Association or to the Authority (when either is empowered by a partial or total transfer of architectural control to the Association by the Developer), provide information on and set out processes for application and review of Primary and Secondary Improvements (See definition of Improvements in Part I, Section C) and for changes to any existing Improvement, all of which must be approved prior to construction or installation.

The Architectural Guidelines provide some of the actual guidelines for what can be constructed, erected or planted on lots within the community and for adjustments to existing Improvements in the community. It also further defines the authority of the Developer and the Association to amend these guidelines, to grant variances to specific guidelines for specific lots and to waive part or all of the process for application that is required of a Lot Owner.

We encourage you to review this document and the Declaration, to familiarize yourself with the processes set out in this document and to embrace the standards that these documents establish.

*All capitalized terms used herein shall have the same meaning as set out in the Declaration.*

### Section B - Authority and Functions

This Section provides information on: What the architectural control “Authority” (when it is empowered) is and what its functions are; What an “Improvement” is and what types of things require an approval; What authority is given to the Developer and to the Authority, when it is Empowered, and When and how control of the process is transferred to the Board of Directors of the Association. For Builders, the name and phone number of the contact for the present Authority is William Douglas Property Management at (803) 758-1066.

## Architectural Control "Authority"

The Declaration describes the architectural control "Authority" as any appointee of the Developer or board appointed by the Developer, while the Developer retains all or part of the rights and authority for architectural control in the community, or the Board of Directors of the Association or Architectural Control Board appointed by the Board of Directors of the Association, when either is empowered by the transfer of this authority from the Developer. **For the purposes of this document, any reference to the rights or authority of the Association, other than any rights of enforcement specifically granted to the Association and not to the Developer by the Declaration, or the rights and authority granted to the Authority, shall only reference the rights or authority granted to either, When Empowered, which shall only occur through the transfer of these rights or authority from the Developer as described below in the "Transfer of Authority and Establishment of Review Board" portion of this Section.**

## Source of Authority

The scope of the authority granted to the Developer, to the Association and to the Authority is set forth in the Declaration, which is a recorded document that encumbers every lot, and in the Association's By-laws. Until one hundred (100%) percent of the dwellings permitted by the master plan have certificates of occupancy issued thereon and have been conveyed to owners other than builders holding title for purposes of development and sale or until this authority is voluntarily transferred to the Association , the Developer is granted the right and authority: to establish or amend Architectural Guidelines, to approve or disapprove any plans, specifications or landscape plans for a Lot, to set the amount and conditions of any application fee or compliance fee to be paid by a Lot Owner, to waive any portion of the architectural requirements or review process requirements for an individual Lot within the community and to appoint or remove any or all members of the Authority. Thereafter, this authority is granted to the Board of Directors of the Association or its appointees. Until one hundred (100%) percent of the dwellings permitted by the master plan have certificates of occupancy issued thereon and have been conveyed to owners other than builders holding title for purposes of development and sale, the Developer may amend or override any decision of the Association to amend the Architectural Guidelines or the processes for review set out herein, may re-subdivide or combine lots creating new lots and may create, change and grant variances to easements and setbacks (subject to approval by any governmental authority) and may delegate, temporarily or for the period that these rights and authority are granted to the Developer, any of the rights or authority that are granted to the Developer or the Authority. *The failure of the Developer, the Association or the Authority to publish the Architectural Guidelines shall not diminish the architectural control and review authority of the Developer, the Association or the Authority as set forth in the Declaration.*

## Transfer of Authority and Establishment of Review Board

Upon the transfer of the rights and authority granted to the Developer by the Declaration or upon the voluntary transfer of all of these rights and this authority to the Association by the Developer; the Association, or the Board of Directors of the Association, when either is empowered, shall assume responsibility for the processes of architectural review. Voluntary transfer of control by the Developer shall be effective upon either the recordation of a document giving such notice in the office of The Register of Deeds for the county in which the property is located, by giving written notice to the Association at the Association's address of record, or by giving notice to all attending Lot Owners at a duly called meeting for that purpose.

For as long as the Developer is entitled to the rights and authority granted by the Declaration or until the Developer voluntarily and permanently transfers these rights and authority to the Association, the Authority shall be appointed by the Developer. Upon that transfer of the Developer's authority to the Association, the Authority shall be the Board of Directors of the Association, or an architectural control board comprised of at least three (3) members who shall be appointed by the Board of Directors of the Association. If there are Neighborhoods within the community, there may be an Authority established for each Neighborhood. When members of the Authority are appointed by the Association's Board, where possible, the Members of any Authority shall have experience in or knowledge of architecture, construction, or land development. Each Authority may increase its size, set up panels or committees from its members or qualified outside persons as long as the cost and functions of any of these activities is approved by the Developer or the Board of Directors of the Association.

## Functions and Services

The authority granted to the Developer and to the Authority includes but not be limited to the performance of the following functions and services:

1. The establishment of guidelines for the protection of enduring property values and to provide reasonable safeguards for continuing appreciation.
2. The amendment of Planning Criteria and these Guidelines, from time to time, subject to the approval of the Developer or the Board of Directors of the Association.
3. The review of all properly completed applications including plans, specifications, or landscape plans for compliance with these Guidelines, Planning Criteria and with the Declaration.
4. The determination, based solely upon their opinion, that all Improvements are compatible with respect to architectural designs and the harmonious relationships with neighboring lots.

5. The requirement of reasonable standards of design and quality of construction.
6. The establishment of fees for the review of applications and compliance deposits, both of which may be set on a general or a case-by-case basis and must be approved by the Developer or the Board of Directors.

## Section C – Improvement; Applicants Responsibility, Decisions, Wavers, Precedents, Variances, Appeal and Expiration

This Section provides information on: What your responsibilities as an applicant are; When an approval is Required; What your responsibilities as a homeowner are for maintenance; How the review process works; When meetings are held and how voting is conducted; Who can grant wavers and variances to the process and to standard criteria; How the re-evaluation and appeal processes work; When construction must be completed and When an approval expires.

### "Improvement"

The term “IMPROVEMENT” is defined in the Declaration and includes among other items, any thing or object upon any portion of the Property the entire development tract, including where applicable lots, roadways, Area of Lot Owner Responsibility, and Area of Common Responsibility and Common Areas including by way of illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, siding, doors, fixtures, equipment, and appliances (including without limitation the heating and air-conditioning system for the Dwelling), furniture, glass, lights and light fixtures (exterior and interior), awnings, canopies, shutters, window boxes, window treatments (such as curtains, blinds and other such applications that are viewable from the exterior of the Improvement), window screens, screens or glass-enclosed porches, balconies, decks, chutes, flues, ducts, conduits, wires, pipes, plumbing, and other like apparatus, playgrounds, playground equipment, tree houses and yard art, statuary, concrete pads driveways and driveway extensions, basketball courts, basketball goals (permanent or temporary) or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, walkways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes (subject to applicable law), yard, lawn, landscaping, trees, shrubs, bushes, grass, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any portion of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any portion of the Property; and any change in the grade of any portion of the Property of more than six (6) inches.

## Requirement of Lot Owner to Obtain Approval

Unless part or all of the requirements for submittal are waived by the Developer or Authority and except as prohibited by law (including 47CFR/4000), Lot Owners shall be required to submit an application with the required information attached for review and approval as further described herein to the Developer or the Authority for the construction, placement or installation of any Improvement (see definition in this Section) and for any alterations, modifications or changes to any existing Improvement or landscaping located on any Lot or Common Area. Each Application shall be evaluated on its own merits with reasonable flexibility for design function and creativity. **UNLESS A WRITTEN VARIANCE IS GRANTED BY THE DEVELOPER OR THE AUTHORITY GRANTING SUCH APPROVALS, LAND DISTURBANCE, CLEARING OF TREES AND DELIVERY OF CONSTRUCTION MATERIALS OR THE DELIVERY OF AN IMPROVEMENT TO BE PLACED ON A LOT SHALL NOT BE COMMENCED UNTIL ALL PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, AND LOCATION OF WORK TO BE PERFORMED SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE DEVELOPER OR THE AUTHORITY BY ANY UTILITY OR OTHER ENTITY FOR WHICH AN EASEMENT ON THE LOT HAS BEEN PROVIDED AND BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER SUCH MATTERS.**

## Repair and Maintenance of Homes, Landscape Maintenance, Underbrush, and Removal of Debris or Trash from Lots

Each Owner or Co-owner shall be responsible for the exterior maintenance of his dwelling, the maintenance of the landscaping established on his Lot, and the removal of underbrush, trash and other debris from the Lot. Nothing herein shall preclude the Developer or Authority from allowing any Owner or Co-owners of a lot from stockpiling materials or construction debris on a lot during the period while a home is under construction. The method and timeframe for stockpiling material or for allowing debris to remain on the lot shall at all times be approved by the Developer or Authority.

**Upon notice from the Board of Directors of the Association or the Authority any Owner or Co-owner(s) shall repair or maintain said Improvement or clean or clear away any debris or underbrush. In the event that, after reasonable notice to a Lot Owner or Co-owner, as provided herein and in the Declaration, the Association must take additional action, including legal action or perform such exterior maintenance, repair or replacement, maintain said landscaping, or remove said underbrush, material, debris, or trash from a lot, the costs of such action, maintenance, replacement or repairs together with any fines levied against that Owner or Co-owner(s) and all costs of collecting said costs from the Owner or Co-owner(s) shall be added to and become a part of the lien to which that Lot is subject.**

## Applicant's Responsibilities

The Developer and the Authority assumes no liability for any applicant's responsibilities, which include but are not limited to the following:

1. The quality of plans, specifications or landscape plans submitted and the performance or quality of work of any contractor or subcontractor.
2. The determination of structural, mechanical, electrical and all other technical aspects of a proposed design that can only be determined by competent architects, engineers, contractors and other similar professionals.
3. The accuracy of all stakeouts and surveys.
4. Compliance with the Declaration of Covenants and Restriction and these Guidelines.
5. Compliance with all laws, codes and ordinances of any governmental agency or body.
6. Compliance with approval and permitting requirements of all applicable governmental bodies and authorities.
7. Approval by any appropriate governmental authority and proper recordation of any variances to easements or setback requirements granted by the Developer or the Authority.
8. The determination of environmental restrictions, drainage and grading requirements and all surface and subsurface soil conditions.

## Waiver of Process and Guidelines (No Precedents Set)

The Developer or the Authority shall have the right to waive any part or all of the review process or to waive or grant a variance to any requirement or Design Criteria contained in these Guidelines, subject in each case to the approval of the applicable governmental authority. The approvals of plans, specifications or landscape plans or the granting of any type of variance for one lot by the Developer or the Authority shall not in any way set a precedent, establish a policy for architectural review, or infer or indicate that approval will be granted for those, or any variation of those, plans, specifications, or landscape plans for any other lot.

The fact that the Developer or Authority does not exercise any right or authority granted hereunder or in the Declaration or By-laws of the Association shall in no way be construed to set a precedent, establish or amend a policy or guideline, or nullify or transfer any of those rights or that authority hereby granted.

## Variances to Easements, Setbacks, etc.

The Developer or the Authority, subject to the approval of the Developer or the Board of Directors shall have the right to grant variances to utility easements and building setback requirements at their sole discretion. Any approval by the Developer or the Authority is, however, subject to any applicable approval of any appropriate governmental authority having jurisdiction. Recordation of all variances shall be the responsibility of the Owner or Co-owner requesting the variance. All variance requests shall be made in writing. Variances to an easement or setback requirement shall be accompanied by a site plan showing the original setback or easement line(s) and the proposed variance. Any variance granted shall also be in writing, shall be considered unique, and shall not set any precedent for future decisions pertaining to other lots.

## Meetings

The Developer and the Authority shall review applications for approval as scheduling allows but shall attempt to address each application in a timely manner. The Developer shall not be required to hold review meetings and the Authority shall meet at times, places, and as frequently as it is deemed necessary by the Authority or its Chairman. The Developer or Authority will in all cases, attempt to respond to applications within a period after the date of the submission of all information required to complete an application that it deems to be reasonable. There shall be no time limit for review by the Developer or the Authority. An application shall be deemed "disapproved" should no decision be rendered and delivered to the applicant in person, by phone or by mail within a sixty (60) day period from the date of receipt of any "complete" application by the Developer or the Authority. An application shall be marked "complete" with a "received" dated as of the date of receipt of all required information and documentation by the designated representative(s) of the Developer or the Authority in order to establish this date of receipt. At its sole discretion, the Developer or the Authority may issue a written extension to the period during which an application shall remain active and under review without being deemed disapproved.

## Majority Vote

When empowered by the Developer or after permanent transfer of authority to the Association, each member of the Authority shall have an equal vote. A majority (51%) vote of the members of the Authority shall constitute a decision for approval or disapproval of a complete application. A decision of the Developer or the Authority may be appealed as set forth in the APPEAL section of these Guidelines.

## Review Decision(s)

Upon receipt of a properly completed application, the Developer or the Authority will review that Applicant's plans, specifications and landscape plans (where applicable) and render one of four (4) types of decisions:

1. Approved
2. Disapproved
3. Approval conditioned on modifications or specific performance
4. Application tabled pending delivery and review of additional required information

## Written Approvals and Oral Statements

Applications for architectural review, either partial or complete, will be returned with the determinations, comments and limiting conditions of the Developer or Authority signed by a representative of the Developer or Authority along with one set of application and required drawings and design documents. The foregoing items shall be the sole enforceable source of reference regarding approval. Oral statements should not be relied upon unless incorporated into written approvals or conditional approvals noted on design documents and signed by the Developer, its duly authorized representative, or an authorized member of the Authority.

## Appeal

### Re-Evaluation of Decisions of the Authority by the Authority:

Applicants may ask for a re-evaluation by the Authority of the decisions of the Authority with respect to architectural review, non-compliance with these Architectural Guidelines, requests for variances, or other items covered hereunder through either of two processes to be decided upon by the Chairman of the Authority, When Empowered:

- (A) Review of the full membership of the Authority at a scheduled meeting or at other times when they may be individually available, or
- (B) Presentation by the applicant to those members of the Authority attending the next scheduled meeting of the Authority.

In order to be considered for review, a request for re-evaluation by the Authority must be in writing and must identify clearly the specific decision or decisions (or portion of a decision) that the Lot Owner is requesting that the Authority re-evaluate and any pertinent reason(s) for re-evaluation or appeal.

Re-evaluation and Appeal of the Decisions of the Developer or Authority by the Developer or the Board of Directors:

The decisions of the Developer or of the Authority with respect to architectural review, non-compliance with these Architectural Guidelines, requests for variances, or other items covered hereunder may be appealed through a written request from that Lot Owner to the Developer or, after architectural control for the community is transferred by the Developer to the Association, to the Board of Directors of the Association. The decisions of the Developer may be appealed to the Developer through a written request for reconsideration by the Developer from the Lot Owner. Only after the process set out above for re-evaluation by the Authority of a decision of the Authority has been completed may an aggrieved Lot Owner petition the Developer (while the Developer is granted the authority of architectural control and the appointment of the Authority) or thereafter, the Board of Directors of the Association in writing for a final appeal of the decision. In order to be considered for review, a request for appeal by the Developer or the Board of Directors must be in writing and must identify clearly the specific decision or decisions (or portion of decision) that the Lot Owner is requesting be appealed and any pertinent reason(s) for re-evaluation or appeal).

The Developer or the Board of Directors of the Association may, upon receipt of the written request for appeal and at its sole option, determine whether or not it will review its decision or the decision of the Authority. A request for re-evaluation or appeal must be delivered to the address indicated in the notice within seven (7) days of the date of the notice of the decision of the Developer or of the Authority to that Lot Owner, in order to be re-evaluated by the Authority or reviewed for appeal by the Developer or the Board of Directors of the Association, When Empowered. Failure to meet this deadline shall cause the Lot Owner to forfeit the right of appeal. If the Developer or the Board of Directors of the Association determines that an appeal is unwarranted or if the Developer or the Board of Directors of the Association reviews the appeal, the decision of the Developer or of the Board of Directors of the Association with respect to this matter shall then be final. Disapproval after an appeal to the Developer or the Board of Directors of the Association shall require the applicant to make any required changes to the application in order obtain approval or to resubmit an application for approval of an Improvement or Improvements, if allowed. The Developer and the Board of Directors of the Association or Authority, when either is empowered, shall only be required to accept one application for approval and one request for re-evaluation or for appeal from a Lot Owner with respect to an Improvement or a group of Improvements on a Lot.

## Part II - Application Process and Requirements

### Section A – General Information (Important)

The following information relates to all applications, approvals and the commencement of construction or of the placement of an Improvement on a Lot.

For the purposes of this document, any reference to the rights or authority of the Association, other than any rights of enforcement specifically granted to the Association and not to the Developer by the Declaration, or the rights and authority granted to the Authority, shall reference the rights or authority granted to either, When Empowered, which shall only occur through the transfer of these rights or authority from the Developer as described in the “Transfer of Authority and Establishment of Review Board” portion of this Part I, Section B.

### Application Requirements and Changes to those Requirements

You should review the Design Guidelines” portion of this document before development of plans or the completion of the documents required for application for architectural review. In addition, the Developer or the Authority shall at all times have the authority to determine which specific Improvements or types of Improvements fall into the category of Primary Improvements and Secondary Improvements (further defined in this Section B) for the purpose of the approval process. Before submitting an application, it is recommended that you contact the Associations management Company (if applicable), the Developer, the Authority (if empowered) or the Chair of the Architectural Control Board (if and when established) to determine which type of application will be required, exactly what type of descriptions and drawings can be accepted, what portion(s), if any, of the requirements for an application may be or may have been waived, and whether any additional criteria or standards may have been established or waived by the Developer or the Authority.

### Commencement of Construction or of the Placement of an Improvement on a Lot

**No work of any type, including clearing and site preparation, shall be commenced and no material may be delivered to the site without the aforementioned approval.**

## Design Duplication

Unless similarity of design or specific characteristics of design are an element of the design criteria for the community or for a particular part of the community, or unless market demand, as determined by the Developer, reflects a strong need for this type of duplication in the approval of plans for Primary Improvements (new homes, additions or changes to existing homes and initial landscaping, etc.), applicants should select lots and home or landscape plans so as not to construct repetitious designs within close proximity. Similar designs or design duplications without sufficient variations in exterior colors, materials, finishes, trim, and detailing, as well as plant selection, are discouraged and subject to disapproval.

Similarly, design or specific characteristics of design and their coloration with the home and other Improvements built or to be placed upon a lot are an element of the design criteria with respect to Secondary Improvements. As examples, approvable fence types may be limited to a selected group of designs available from the office of the Developer or the Authority and sheds must be constructed in an approved location and with design criteria as similar as possible to the design of the Primary Improvements on the Lot. (See specific criteria for these Improvements)

## Design Review and Documents

All new construction (and changes to approved plans for new construction), all changes to existing homes (including changes of color, modifications, alterations and improvements), all landscape plans (and changes to approved landscape plans) and all Improvements to be constructed or placed upon a Lot (such as sheds, fences, yard art, statuary, water accents, ponds, pools and all yard decoration) must receive written approval from the Developer or the Authority prior to the acquisition of building permits or the commencement of any work, including site preparation. In order to provide a systematic and uniform review of the proposed construction, except where agreed to by the Developer or the Authority the design documents must adhere to the criteria and steps outlined below. (Builders, Owners, & Architects submitting plans & required data may be referred to hereafter as Lot Owner or applicants).

## Submission of Plans to Government Authorities and Approval of Utilities

Prior to the commencement of construction or of the delivery of materials or of an Improvement to a Lot and independent of this process, but after obtaining the approval of the Developer or the Authority applicants must submit plans and all other required documentation to all appropriate governmental authorities and/or other such agencies having jurisdiction. Further, applicant must obtain all required permits and approvals, including any requests for variances (after obtaining variance approval from the Developer or the Authority) to setback requirements and easements required by these agencies or entities. Independent of this process, applicant must obtain any approval required by a utility company or other entity to which or for

which an easement has been provided.

**In no case shall the approval of the Developer or the Authority supercede the authority of any agency of this type or of any utility or other entity to which or for which an easement has been provided nor shall the approval of the Developer or the Authority limit any requirement of a homeowner to obtain such permits or approvals.**

### Approval Expiration and Completion of Construction

If stated on the written approval, applicants must begin construction by the date(s) set out in the written approval. Failure to do so will automatically revoke approval without prior notice. Time extensions may be granted upon written request and must be received in writing from the Developer or the Authority granting the approval. All Improvements, once begun, must be completed within the time frame established by the approval, or if none, in a reasonable period as determined by the Developer or the Authority issuing the approval.

### Construction Inspection

Periodic inspections, with or without notice, may be conducted by the Developer or the Authority while construction is in progress to determine compliance with any approval(s) granted. The Developer or the Association is empowered to enforce its policies (as set forth in the Declaration and these Guidelines) by any action, including legal action, to insure compliance.

### Completion in Accordance with Plans and Changes to Approved Plans

The construction or placement of an Improvement on a Lot must be completed in accordance with the application and attached plans, designs or drawings as approved. Applications for changes, modifications, alterations and improvements to approved plans, specifications or landscape plans or to existing homes, including the repainting of a home with a color other than the originally approved color, shall be approved by the Developer or the Authority. No work shall commence without the aforementioned approval.

### Exterior Repainting of Existing Homes

Repainting of any existing dwelling or property thereon with a color other than previously approved shall require the approval of the Developer or the Authority. Color chips or samples coded to exterior elevations shall be a submittal requirement for color change approval.

## Easements for the Developer, the Association and for Utility/Service Entities

It should be clearly noted by all applicants and Builders that easements are provided by the Declaration for the Developer and the Association on all Lots and Common Areas and that additional easements are provided for governmental agencies and service and utility entities (cable, power, water, etc.). These easements are provided to allow the Developer, the Association and for service and maintenance personnel associated with or employed by these parties, utility companies or other entities for which an easement is granted access for such purposes as are set out in the Declaration, the Architectural Guidelines and any established Regulations for the community, including enforcement of these documents and the construction of Dwellings or the utilities that serve those Dwellings or the community. These parties are allowed access to all Lots in the community and to the Common Areas at reasonable times, and where required by the Declaration, upon notice to the Lot Owner or in cases of a perceived emergency, without the permission of the Lot Owner. Subject to its rights set forth in the Declaration or in that easement, should the Developer, the Association or such other authorized entity choose to access a Lot or Common Area through an easement granted for that purpose, they may do so and may in doing so remove, cut or displace any Improvement, including fencing, landscaping or any other Improvement within the easement, without responsibility or obligation for repair or replacement. Entry by one of these parties or their representatives of a Lot or Common Area under the terms set out in the easement or in the Declaration is not trespassing. If you would like more information on these easements and the rights of these entities to enter a Lot or a Common Area, this information is more defined in the Declaration, which is available through the office of the Developer or where the Developer no longer provides copies of these documents, the Association.

## Section B – “Primary Improvements”

This section pertains to larger Improvements such as new homes, garages, additions to existing homes, reconstruction of an existing home due to fire or other damage (with changes to exterior elevations or surfaces) and the initial landscape plan for a new home, etc.

There shall be at least two (2) steps in the review process for new homes and for additions to existing homes: (1) ARCHITECTURAL REVIEW and (2) LANDSCAPE DESIGN REVIEW, which may be one process, or which may be separated by the Developer or the Authority by granting conditional approvals. In addition, the requirements for review for any Primary Improvement may be more limited or may require that information or documentation in addition to that set out herein be submitted.

As a part of the completion of any approved Improvement or landscape installation, Lot owners are required to install adequate sod, shrubs and drainage and erosion control elements so as to provide proper control of drainage and erosion upon and from a lot.

## Step One: Architectural Review (for Non-Landscape Primary Improvements)

### Submittal Requirements

Applicants must provide the following items at the time of application:

**(A) Architect & Builder information:**

A letter of application, if not on an approved list. (The Developer or Authority must approve all architects, builders and residential designers etc.)

**(B) Working Drawings:**

Two (2) complete sets of working drawings to include the following:

**1. Site Plan**

A 1" = 20' scale (or other acceptable scale) site plan defining all pertinent information that would include, but is not be limited to, where applicable: property lines, set backs, easements, basements, right-of-ways, driveways (material and specifications), sidewalks (material and specifications), patios/decks (material and specifications), walkways (material and specifications), storage facilities, dog houses and pens, screened areas (for boats, RVs, clotheslines, exposed garbage containers, etc.), pools (material and specifications), culverts, well and pump house (if applicable), dwelling perimeters (1st/2nd floor), roof line/overhang, walls & fences (include type of material and design), mailboxes (include manufacturer and design), garbage and utility areas, electric service, and air conditioning equipment.

**2. Exterior Elevation and Plans**

**(a) Exterior Elevations**

Exterior elevations providing a reasonable representation (satisfactory in clarity and detail to the Developer or the Authority) of all Improvement(s) to be constructed or placed on the Lot must be submitted. Elevations will be reviewed for, among other criteria, architectural design, color, and materials and aesthetic appearance in terms of the overall dwelling and its relationship to other homes within the community. With the application for review, applicant shall provide material and color choices for visible exterior surfaces (with samples and product photos

showing specifications & manufacturers etc., when required) of all Improvement(s) to be placed on the Lot. The Developer or the Authority may consider the extent to which the color plan conforms to the natural color scheme of and for the community.

(b) Plans

1/4" = 1'0" scale (or other acceptable scale) site-plan and construction drawings including wall detail, roof pitches, (and if not provided with accompanying elevations, a list of materials and manufacturers to be used on any visible exterior surfaces, such as: building walls, fencing & screening, decks, mechanical equipment, screened enclosures, etc.). The following are examples of details that should be included, where applicable on plans:

Roofs: materials, manufacturers, color

Building Walls: materials, manufacturers, color

Windows and Doors: Manufacturer, style, finish, color

Facia and Trim: materials, color

Shutters: material and color

Railings: materials, manufacturers, color

Garage Doors: Manufacturer, style, material, finish, and color (See Garage in GENERAL DESIGN GUIDELINES)

Driveway Criteria: Materials, finish, color (See Driveways in **General Design Guidelines**)

(c) Other Submittal Requirements:

Applicant shall submit all other items as required by the Developer or the Authority.

**Note: REVIEW OF STAKING:** If required by the Developer or the Authority applicant shall meet on the lot to review stakeout and plans with a representative of the Developer or the Authority. Lot will be staked prior to inspection showing setbacks & location of all Improvements.

## Step Two: Landscaping Plan Review (New Home or Initial Plan)

Applicants must submit and have approved landscape plans in advance of planting and special grading.

## Submittal Requirements

### **(A) Criteria for Landscape Plans:**

A Landscape Plan shall be provided by the Lot Owner at a 1' = 20' scale (or other acceptable scale), which shall include in addition to all other pertinent information, where applicable, a drainage pattern, all easements, right-of-ways, existing trees (site visit and marking may possibly be substituted), plant material (grass, shrubs, trees including names, sizes, approx. heights), exterior lighting details, and other Improvements (material and colors) and all natural areas to be left unchanged. A landscape plan shall include any applicable Area of Lot Owner Responsibility (defined in the Declaration).

The design and location of all water accents such as goldfish ponds, waterfalls, etc. on any Lot must be approved prior to installation and Improvements of this type shall only be approved in areas where they can not be viewed from the community's streets or from adjoining lot.

### **(B) Builder and Applicant's Requirements for Completion of Landscaping:**

- 1. Landscaping and drainage/erosion control for all homes:** Prior to delivery of a Lot and home for occupancy, the Lot shall be landscaped in accordance with the minimum builder standards set out by the Developer or an alternative landscape plan approved by the Developer or the Authority. Thereafter, the responsibility for meeting the criteria set out herein, in the Declaration or by the Developer or the Authority, shall be that of the Owner of the Lot. In addition to meeting these aesthetic standards and prior to occupancy, builders are required to install any necessary landscaping and drainage/erosion control elements, so as to provide proper control of drainage and erosion upon and from a lot (see drainage and erosion control sections of this document and the Declaration for further details).
- 2. Completion in Accordance with Approved Plans:** All landscaping shall be completed in accordance the minimum builder standards set out by the Developer or an alternative landscaping plan approved by the Developer or the Authority. Prior to installation, any additional landscaping or changes to the approved plan must be submitted and approved by the Developer or the Authority.

## Section C – “Secondary Improvements”

This section pertains to smaller Improvements such as fences, sheds, pools and changes to installed landscaping, water accent areas and Improvements, etc.

There shall be at least two (2) types of approvals required for Secondary Improvements: (1) ARCHITECTURAL REVIEW and (2) LANDSCAPE PLAN REVIEW, which may be one process or which may be separated by the Developer or the Authority by granting conditional approvals. In addition, the requirements for review for any Secondary Improvement may be more limited or may require that information or documentation in addition to that set out herein be submitted.

As a part of the completion of any approved Improvement or landscape installation, Lot owners are required to install adequate sod, shrubs and drainage and erosion control elements so as to provide proper control of drainage and erosion upon and from a lot.

The design and location of all water accents such as goldfish ponds, waterfalls, etc. on any Lot must be approved prior to installation and Improvements of this type shall only be approved in areas where they can not be viewed from the community's streets or from adjoining lot.

### TYPE I: Architectural Review for Non-Landscape Secondary Improvements

In addition to any other information, drawings, pictures or other illustrations requested by the Developer or the Authority applicants must provide the following items at the time of application:

#### Submittal Requirements

##### **(A) Site Plan, Closing Survey or Other Acceptable Documents:**

Two (2) copies of a closing survey or other acceptable document identifying any existing Improvements on the Lot and the proposed location of any Secondary Improvement(s) to be placed or constructed on the Lot. These Improvements may include where applicable, but shall not be limited to: property lines, set backs, easements, right-of-ways, driveways, sidewalks, patios/decks, walkways, storage facilities, dog houses and pens, screened areas (for boats, RVs, clotheslines, exposed garbage containers, etc.), pools, culverts, well and pump house (if applicable),

dwelling perimeters, walls & fences, mailboxes, garbage and utility areas and air conditioning equipment..

In the case of changes to existing Secondary Improvements, two (2) copies of a closing survey or other acceptable document with the information outlined above indicating the location and dimensions of any adjustments to the size, shape, material or color of any existing Improvement(s).

**(B) Plans & Exterior Elevation:**

With respect to all non-landscape applications, two (2) copies of a drawing, picture or other illustration of the Secondary Improvement to be placed or constructed on the Lot, that are acceptable to the Developer or the Authority. Drawings and exterior elevations will be reviewed for, among other criteria, architectural design, color, and materials and aesthetic appearance in terms of the overall dwelling and its relationship to other homes within the community.

**(C) Materials List:**

With respect to all non-landscape applications, two (2) copies of a list of the material(s) to be used on any exterior surface(s) of the Secondary Improvement that may be visible from the roads, surrounding properties or any Lots within the community. Applicant shall provide exterior material and color choices for: walls, fencing & screening, decks, mechanical equipment, screened enclosures, etc. and if requested, samples and product photos showing specifications & manufacturers as well as any other information.

**TYPE II: Landscape Plans (In addition to New Home or Initial Plan)**

**Submittal Requirements**

**(A) Criteria for Landscape Plans:**

Landscape plans for any portion of a Lot shall be submitted by applicants and approved by the Developer or the Authority in advance of planting or grading. A landscape plan shall include any applicable Area of Lot Owner Responsibility (defined in the Declaration); shall be provided by the applicant at a scale acceptable to the Developer or the Authority and shall contain, in addition to all other pertinent information, where applicable, a drainage pattern, all easements, right-of-ways, existing trees, plant material (grass, shrubs, trees including names, sizes, approx. heights), exterior lighting details, and other Improvements (material and colors) and all natural areas to be left unchanged.

**(B) Changes to Landscape Plans:**

With respect to changes to any existing landscape plans, applicant shall submit two (2) copies of a closing survey or other acceptable document providing the details of the adjusted (finished) landscape plan (including plant material to be removed or added) and any major changes to the existing plan (cutting of trees, changing of elevation or drainage patterns, etc.) that are proposed.

**(C) Completion of Landscape:**

All landscaping shall be completed in accordance to plans submitted for Landscaping Review. Any additional landscaping or changes to the approved plan must be submitted for approval of the Developer or the Authority prior to installation.

## **Part III – Design Guidelines and Standards**

This portion of the Document provides several important definitions and sets out guidelines for the placement or construction of some, but not all Improvements on Lots and Common Areas.

For the purposes of this document, any reference to the rights or authority of the Association, other than any rights of enforcement specifically granted to the Association and not to the Developer by the Declaration, or the rights and authority granted to the Authority, shall reference the rights or authority granted to either, When Empowered, which shall only occur through the transfer of these rights or authority from the Developer as described in the “Transfer of Authority and Establishment of Review Board” portion of this Part I, Section B.

### **Section A – Definitions and General Information**

#### **Minimum Square Footage**

The “**Minimum Square Footage**” means and refers to air-conditioned/heated space within a Dwelling. The Minimum square footage for all dwellings shall be as established by the Declaration (and/or other document published by the Developer for that purpose) and may be different for dwellings with and without garages and for one-story or multi-story dwellings.

## Building Setbacks

A "Setback" is a specific distance from a front, rear or side property line that establishes an area in which the construction or placement of Improvements is limited or entirely prohibited. Setbacks are established by the Declaration, by their inclusion on recorded plats and by ordinances created and enforced by local and county governmental entities that are granted this authority. Most Primary Improvements may not extend into the area established as a building setback from a property line. In some cases, Secondary Improvements, if approved, can be placed in these areas. When minimum setbacks are established by the Declaration or by a recorded plat, in most cases they mirror those setbacks established by the governmental entity. Where a variance exists between those set out in the Declaration or on a recorded plat and those created by a governmental entity, the most restrictive standard shall apply.

## Easement for Utilities

As set out in the Declaration, the Developer reserves on behalf of itself, its permittees, its successors and assigns easements for the purpose of construction or maintenance of utilities and surface and subsurface drainage installation, rights of ways or maintenance.

The Developer further reserves the easements over such other areas as shown on recorded Plats of the Community. These easements described herein shall be a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, across and under each Lot and Common Area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. The Developer, its successors and assigns, shall also have the right, subject to the approval of any applicable governmental authority, to alter any easement described in this paragraph.

These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance and are further defined in the Declaration. The Developer, authorized representatives of the Association, or their permittee or appointee shall have the right to, during reasonable hours or, in the event of an emergency, or at any other time, without notice to or the permission of a Lot Owner or Co-Owner, enter a lot for the purpose of evaluation of the condition of any portion of an existing utility system, maintenance of or repairs to any portion of an existing utility system or the performance of any other reasonable act relating to the installation or extension of addition portions of any existing or proposed utility system(s) for this Community or an adjacent property. No access by the Developer, any authorized representative of the Association or their permittee or appointee shall be deemed a

trespass by any Lot Owner or Co-owner.

No improvements, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Neither the Developer nor the Authority shall bear responsibility for the repair or replacement of any landscaping planted, special grading established, or constructed within a prescribed easement, whether planted or constructed intentionally or inadvertently and whether approved or not by the Developer or Authority.

## Section B: Excavation/ Grading/ Drainage and Erosion Control/ Tree Removal

### Grading, Drainage, and Erosion Control

No Lot Owner or Co-owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which adversely affect surrounding Lots.

While no Improvements have been constructed or placed upon a Lot and prior to occupancy of an Improvement on that Lot by the initial occupant, the responsibility for drainage and erosion control for that Lot shall, as set out further below, be that of the Lot Owner, including builders, and/or any builder employed by the Owner of the Lot. Prior to delivery of any Lot and home for occupancy to the initial occupant by any builder, the responsible party, (be it the builder or Lot Owner) shall install sod, shrubs and other permanent drainage and erosion control elements on all portions of the Lot, so as to provide proper control of drainage and erosion upon and from a lot. Thereafter, the responsibility for maintaining these drainage and erosion control elements and of meeting the criteria set out herein and by the Developer or the Authority shall be solely that of the Owner of the Lot.

For purposes of this Article, the responsibilities hereinafter described of an Owner of a lot shall, where applicable, include the corresponding Area of Extended Lot Owner Responsibility, in addition to the Lot itself. The total responsibility for and cost of compliance with this section of the Declaration shall be that of the Owner of the Lot, except whereby direct contractual relationship with the Developer, that responsibility shall be assumed by an individual or entity, such as a builder, who has executed an agreement for the purchase of the Lot. The Developer or the Association shall have as remedies for non-compliance, the levying of Assessments for Non-Compliance (where applicable) against that lot, the authority to enter the lot and take appropriate action to remedy the violation or the authority to bring legal action to force the Owner of the Lot to comply with the terms set out in the Declaration. In the event that the Developer or the Association takes such action to assure compliance, as with other violations of the Declaration, all costs incurred by the Developer or the Association related to

bringing the Lot (or the Area of Extended Lot Owner Responsibility, where applicable) into compliance shall be that of the Lot Owner and collectable by the Developer from the Lot Owner or if by the Association, shall be made a part of the Association's continuing lien on the lot.

All grading, during and after construction, shall at all times be performed in accordance with (a) any applicable portions of the storm water management plan, or any sediment and erosion control plan, grading and drainage plan, pollution prevention plan or any other applicable plan on file with the Developer or filed with any applicable governmental agency or authority for the community and the buildings to be constructed within the community, which conforms to regulations promulgated by the South Carolina Department of Health and Environmental Control and/or (b) any other applicable legislation, law, statute or ordinance governing the control of drainage. It shall at all times be the responsibility of the Owner or Co-Owner of the Lot or, in the case of the contractual transfer of the responsibility for compliance directly from the Developer to an individual or entity, that individual or entity, to request and review all such applicable plans. Unless such a request is made by said Lot Owner, Co-Owner, individual or entity, failure on the part of the Developer to supply that Lot Owner, Co-Owner, individual or entity with copies of the applicable plans shall not be a defense for non-compliance or release of responsibility on the part of that Lot Owner, Co-Owner, builder, individual or entity. Any Lot Owner, Co-Owner, including builders, or builder, by acceptance of the deed to a lot, and at all times thereafter, shall have been deemed to have agreed to and accepted the responsibility established by a co-permittee agreement and to have assumed the responsibilities of a co-permittee and be bound to the above mentioned Plans and indemnify and hold the Developer, the Association and the Architectural Control Authority harmless from any and all deviations by the Lot Owner, Co-Owner, or their builder from that Plan or from the Lot Owner's, Co-Owner's or builder's failure to comply with this Declaration or any applicable legislation, laws, statutes or ordinances, whether such language is included in that deed, contract, or acceptance or assignment document or whether they have executed a "co-permittee agreement" or not.

All grading, temporary and permanent shall be performed in a manner to allow for proper drainage, to properly manage the flow of storm water run-off and to control erosion. During and after construction, Owner (and during construction, Owner's building contractor) shall be responsible for maintaining all grading and surface drainage so that surface run-off grading will neither cause the damming of water or excessive run-off to occur or sediment loss to wash onto or accumulate on adjacent lots, or other adjacent properties, into bodies of water, or onto the streets of the Community or into the storm drainage system, nor shall it adversely affect any adjoining Lot or properties, any Improvement(s) on that Owner's Lot or on other properties or any portion of any adjoining Lot or other properties, the streets of the community, the storm drainage system or any body of water. Owner and Owner's building contractor shall provide riprap, gravel exits, water bars, berms, sediment fences, hydro-seeding and sod, or other forms of erosion control as may be required by the Developer or Authority or any governmental agency.

Owner (and owner's building contractor upon completion of construction) shall insure

that the grade of the Lot (and where applicable, Area of Extended Lot Owner Responsibility) and any adjustment to that grade thereafter, does not cause the depth of any utilities installed upon the Lot (or where applicable, Area of Extended Lot Owner Responsibility) to be reduced to less than the standard set forth by the utility provider or any applicable code, statute or law, whichever may be deeper.

Minor drainage, defined as drainage affecting more than one Lot that is not accepted for maintenance by any county or municipality or other like entity, shall be maintained by the Association, provided, however, that in the event that an Owner neglects or fails to keep the minor drainage located on their Lot (or where applicable, Area of Extended Lot Owner Responsibility) free and clear of obstructions or blockage or if an Owner shall damage or destroy the minor drainage on their Lot (or where applicable, Area of Extended Lot Owner Responsibility), the Developer or the Association may in addition to any other remedy, enter the Lot (or where applicable, Area of Extended Lot Owner Responsibility) and clear any obstruction of and repair any damage to the minor drainage structures on the lot (or where applicable, Area of Extended Lot Owner Responsibility). The determination as to whether an Owner has neglected or failed to keep the minor drainage located on the lot (or where applicable, Area of Extended Lot Owner Responsibility) free and clear of obstructions or blockage or has damaged or destroyed the minor drainage structures on the lot (or where applicable, Area of Extended Lot Owner Responsibility) shall be made by the Developer or the Board of Directors of the Association or by an entity authorized to do so by the Developer or the Board of Directors of the Association in its sole discretion. In the event that the Association determines that the need for maintenance, repair or replacement of the minor drainage, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, employees, lessees, or invitee(s) of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance (where applicable) levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents and the regulations by the family, guests, lessees, employees or invitee(s) of that Owner and shall further be responsible for the payment of any Assessments levied for that non-compliance and all costs associated thereto.

## Removal of Trees

The removal of any tree more than 8" in diameter at a height 4' above grade must be approved by the Developer or the Authority. All applicants shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells, and to take other precautions in cases where fill is required around trees. Fills shall not be deposited at any location without prior approval of the Developer or the Authority. Cut or fill shall be planted with plant materials that shall blend with native vegetation. Cuts and fills should be designed to complement the natural topography of the site.

Removal of trees must include the stump, and fill must be planted to blend in with the vegetation as stated above if the tree is not replaced. Removed trees may also be replaced with one of the less invasive root system trees that has been approved by the Authority. Choice to fill or replace the tree must also be approved by the Authority.

Approved trees include Crepe Myrtle, Cronus Mae, Dwarf Korean Lilac, Eastern Redbud, Japanese Maple, Japanese Tree Lilac, Serviceberry, Palms

## Section C - General Design Guidelines

The following list summarizes some of the design elements that the Developer and Authority may require. Also required is compliance with all deed restrictions as found in the Declaration of Covenants and Restrictions.

### AIR-CONDITIONING UNITS:

The location and type of screening for all air-conditioning/heating equipment to be located on any Lot must be approved by the Developer or Authority. No window air-conditioning units will be permitted except as approved by the Developer or Authority.

### ANTENNAS/SATELLITEDISHES/ETC.:

Except as prohibited by law, but not limited to 47 CFR 1.4000, no radio or television transmission or reception towers or antennae shall be erected on any Improvement or within the property without the prior written approval of the Developer or the Board of Directors of the Association. nor shall any other form of electromagnetic radiation be permitted to originate from any lot that interferes with the reception of television or radio received upon any other lot. In no event shall free standing transmission or receiving towers, or satellite dishes, be permitted without approval of the Developer or the Board of Directors of the Association provided such approval does not violate the law.

Except as otherwise required by 47CFR1.4000, no outside antenna or satellite dish for radio or television shall be constructed, erected, or maintained at any time on any lot without being screened and without the approval of the Developer or the Board of Directors of the Association. Subject to applicable law, no Improvement, other than an Improvement approved by the Developer or the Board of Directors of the Association shall be used as an antenna.

### CLOTHES LINES:

Clothes lines shall not be allowed.

### **DECKS AND PATIOS:**

All decks and patios must be approved by the Developer or the Board of Directors of the Association.

### **DOORS/SHUTTERS/PAINT COLOR:**

Front doors, shutters, trim, and siding type, material, and color must be approved by the Board of Directors of the Association.

### **DRIVEWAYS:**

The minimum width of any driveway shall be 10'. The minimum width of any driveway at the entrance to any garage shall be 6" outside of the door opening. With the exception of standard, un-patterned concrete, surface material and any design must be approved by the Developer or the Board of Directors of the Association. When concrete is used, slab is to be 4" minimum. The location must be approved by the Developer or Authority.

Finished materials other than concrete must be approved by the Developer or the Authority. Additions to existing driveways must be of a sufficient size to prevent them from appearing to be additions and must match the existing driveway in elevation and slope.

### **EXTERIOR LIGHTING:**

All exterior lighting, including bug lights, shall be subject to approval by the Developer or Authority. No exterior lighting of any type shall be permitted on a lot, which in the opinion of the Developer or the Board of Directors of the Association would create a nuisance to the adjoining property owners.

### **FLAGS:**

Flags and the poles for displaying the same (other than the American flag) shall be permitted only upon the approval as to size, content, placement, color, finish, and design of the Developer or the Board of Directors of the Association.

### **GARAGES:**

The size, location, number of bays and the width of the driveway approaching and entering any garage shall be subject to approval by the Developer or the Board of Directors of the Association. Carports are not permitted where seen from the road. All garages shall have concrete floors. The use of side loading garages is encouraged where possible. Front loaded garages shall be considered based on the exterior elevation and the number of this type located near the subject Lot.

### **MAILBOXES AND PROPERTY IDENTIFICATION:**

The Developer or the Board of Directors of the Association shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers. All such receptacles shall conform and

be maintained specifically in accordance with the approved design for the community, if established by the Developer or the Authority. Any replacement shall be an exact replica from the supplier designated by the Developer or the Authority.

#### PLAYGROUND EQUIPMENT, ETC.:

All playground equipment, including but not limited to trampolines, soccer nets, etc., shall be placed to the rear of the residence, and shall only be permitted if properly screened and upon the approval of the Developer or the Board of Directors of the Association.

#### ROOFS:

Roofs for all additions to existing Improvements must match the roofs on the existing Improvement in material, color and pitch, etc., unless otherwise approved by the Developer or the Board of Directors of the Association.

#### SCREENINGS:

No screenings shall be erected, placed, replaced, or altered on any Lot unless approved by the Developer or the Board of Directors of the Association. Trash bins may be placed on the side of a home only if properly screened from view from the road when viewed from the front of the home. Screens may be bushes, small trees, or any type of vegetation that blocks the trash bins from street view. Screens other than vegetation must be made of wood or vinyl and match the fence if one should exist or the home on the Lot that it is placed. No metal or resin screening shall be permitted.

#### SIGNS/BANNERS/ETC.:

Unless approved by the Board of Directors of the Association, business advertisements, political, vulgar, or inappropriate signs, flags, and banners are prohibited. If approval is given by the Board of Directors of the Association, such approval shall not in any way set a precedent or establish a policy with respect to the approval or disapproval of these types of signs, flags, or banners to be in any other location within the Community.

Signs and banners that are permitted include welcome signs, garden signs, and other decorative signs, wreaths, and garden flags. No soliciting or no trespassing signs are permitted.

Celebration signs and banners are also permitted but shall only be temporary and should be removed after the celebration has ended.

Only one "For Rent" or "For Sale" signs shall be permitted on a lot. All "For Rent" and "For Sale" signs must be removed from lots within 10 days of withdrawal from the market or 10 days after closing or transfer of property.

Owners or their agents may not place any other signs on or about any of the road right-of ways, lots, common areas, or easements within the community without approval of the Board

of Directors of the Association.

No sign shall exceed 3' X 2' unless approved by the Board of Directors of the Association. The type of post or mounting shall be wood, rust proof black, white, or silver. No fluorescent colors will be permitted. All signs shall be professionally painted and provide a neat and orderly appearance. Only free-standing signs on support posts are allowed and must be located at least three feet (3') behind the front property line.

#### **SOLAR:**

Currently, solar panels (including those with a mirror like finish or that have a shiny, reflective framework) may not be installed on roofs or on other elevated structures on a lot. Other ground-mounted solar collector equipment or devices, such as ground- mounted solar panels or solar trees may be allowed, if they are screened in a manner that is acceptable to the Board and/or if they are deemed to be aesthetically acceptable by the Board of Directors of the Association. Written architectural approval is, however, required for the installation or placement of any such Structure or Improvements that may be deemed aesthetically acceptable or appropriately screened by the Board. Solar shingles (not panels) may or may not be considered at this time, based solely upon the determination of the aesthetic acceptability of such items by the Board or such other authority authorized to make such determinations.

In the future, as new innovations in solar technology and equipment become available and that are deemed by the Board of Directors of the Association to be aesthetically acceptable (such as aesthetically acceptable solar shingles), those items may be approvable on a Lot-by-Lot or an item-by-item basis, but again subject to architectural application and approval for each Lot. Currently, applications for roof-mounted solar panels like those described in the first sentence will not be accepted for review.

#### **STORAGE BUILDING AND OUTBUILDINGS:**

All storage and outbuildings shall be approved by the Developer or the Board of Directors of the Association, who shall have the sole authority to determine the appropriateness of such outbuildings. The design and specific location of all outbuildings, storage buildings and other such Improvements to be constructed or placed on a Lot must be approved by the Developer or the Board of Directors of the Association prior to the start of clearing, site preparation or delivery of materials to the site.

- The building design must match the home on the Lot on which they are to be constructed or placed, unless otherwise approved by the Developer or the Board of Directors of the Association. Sheds must be rust proof.
- If any portion of your backyard is not fenced, then you are required to landscape around the storage building to soften the view of the storage building. Shrubbery that does not lose its foliage is required four (4) foot on center around the perimeter of the storage building.

- The storage building must be placed within the building setback lines. Should you choose to place the storage building outside of the building setback lines then you do so at your own risk, as this is a county and utility easement and may be accessed by those agencies without prior notice to the homeowner.

### SWIMMING POOLS:

The type, elevation, size, color, materials composition, construction and any other visible characteristic of any swimming pool shall be subject to the approval of the Developer or the Board of Directors of the Association. All swimming pools must be consistent with reasonable standards of safety and any and all County or other governmental agency requirements. For information on specific criteria for these types of Improvements, please see attachments specific to each community.

All in-ground pools must be approved by the Association. There will be absolutely no exceptions. The homeowner must submit an Architectural Review Application for Association review and approval. Homeowners who fail to comply with these rules and regulations hereby set forth by the Association will receive a notice of non-compliance with a reasonable period (determined by the Board of Directors of the Association) to remedy the situation. The Homeowner at that time, must, in writing, respond to the notice and submit a detailed account of how they plan to remedy the issue. A fine will be imposed on all Homeowner's that choose to violate this regulation of up to \$1,000.00, which will be determined at the discretion of the Board.

Applications for swimming pools are reviewed on a case-by-case basis. Above-ground pools shall not be allowed. In any case where a pool is approved, its installation and use shall comply with all SCDHEC rules, regulations and standards and the pool Improvement shall be in a manner that is approved by the Developer or the Board of Directors of the Association. The installation of a 6' approved privacy fence (see fencing requirements) surrounding the pool area, or the entire rear yard, shall be a condition of any approval. Approval for the construction or placement of a pool on one lot in no way sets a precedent or guarantees approval for a similar pool on any other lot within the community.

### TEMPORARY IMPROVEMENTS:

Unless approved by the Developer or the Board of Directors of the Association, no Improvement of a temporary nature, shall be erected or allowed to remain on any Lot. This shall not be construed to prevent the Developer or builders approved by the Developer and those engaged in construction from using sheds, construction trailers, or other temporary Improvements during construction in a manner approved by the Developer or the Authority.

### **TRASH CONTAINERS:**

The Developer or the Board of Directors of the Association shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for the receipt of trash and garbage and the location for pickup for such receptacles, if not determined by a governmental agency. All such receptacles shall conform and be maintained specifically in accordance with the approved design. Any replacement shall be an exact replica from the supplier designated by the Developer or the Authority.

### **WALLS:**

No fence or wall shall be erected, placed, replaced, or altered on any Lot unless approved by the Developer or the Board of Directors of the Association.

Fences shall be six (6) foot privacy fences with scalloped or straight tops. Fence material shall be wood, composite, or vinyl, but must have the appearance of vertical pickets. Clear sealants may be applied to prevent deterioration, or standard color in brown. The design and specific location of all fences and other similar improvements that are to be constructed or installed on a Lot must, however, be approved by the Developer or the Board of Directors of the Association prior to the start of clearing, site preparation or delivery of materials to the site. Where possible, fences should completely surround the perimeter of the rear yard, extending no further forward on either side of the home than the center one-third (1/3) of the home. In areas where there is an existing fence adjacent to the lot line (on or near the property line) it is suggested that any new sections of fencing be attached to that existing fence. In order to connect any portion of a fence to an existing fence on an adjoining Lot, the permission of the adjoining Lot owner must be obtained prior to the start of construction. In areas where no existing fence exists, fences should be constructed three inches (3") to six inches (6") on the inside of the property line and adjoining Lot owners should be allowed to connect to the fence when a request to do so is made. In all cases, any unfinished side of a fence (horizontal boards/frame) must be constructed or placed in a manner that causes that unfinished side of the fence to face the interior of the Lot.

### **WINDOW TREATMENTS:**

Window treatments that are viewable from the exterior of the home shall be solid in color if curtains and white, off-white, or natural wood color if blinds. Window treatments must always be kept in good repair.

## Part IV: Amendment of this Document

These standards and procedures are subject to change by the Developer or the Authority at any time, and from time to time. The Developer or Authority shall not be bound by the standards set forth herein and any decisions made thereunder in making any subsequent changes to these Guidelines that it deems necessary or desirable.

## Part V: Disclaimer

FOR THE PURPOSES OF THIS DOCUMENT, ANY REFERENCE TO THE RIGHTS OR AUTHORITY OF THE ASSOCIATION, OTHER THAN ANY RIGHTS OF ENFORCEMENT SPECIFICALLY GRANTED TO THE ASSOCIATION AND NOT TO THE DEVELOPER BY THE DECLARATION, OR THE RIGHTS AND AUTHORITY GRANTED TO THE AUTHORITY, SHALL REFERENCE THE RIGHTS OR AUTHORITY GRANTED TO EITHER, WHEN EMPOWERED, WHICH SHALL ONLY OCCUR THROUGH THE TRANSFER OF THESE RIGHTS OR AUTHORITY FROM THE DEVELOPER AS DESCRIBED IN THE "TRANSFER OF AUTHORITY AND ESTABLISHMENT OF REVIEW BOARD" PORTION OF THIS PART I, SECTION B.

NO APPROVAL OF PLANS, LOCATION OR SPECIFICATIONS BY THE DEVELOPER OR BY THE AUTHORITY AND NO PUBLICATION OF ARCHITECTURAL STANDARDS OR GUIDELINES SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN A PROPERLY DESIGNED OR CONSTRUCTED RESIDENCE. ALL PLANS SUBMITTED SHALL MEET LOCAL GOVERNMENT'S BUILDING CODE AND ZONING ORDINANCES. THE DEVELOPER AND THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR REVIEW FOR COMPLIANCE WITH THESE CODES. WHEN LOCAL GOVERNMENT ORDINANCES ARE IN CONFLICT WITH THESE REQUIREMENTS, THE STRICTER SHALL APPLY. NEITHER DEVELOPER, NOR ANY OTHER MEMBER OF AN AUTHORITY SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE DEFECTS IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE DEVELOPER OR BY THE AUTHORITY, NOR FOR ANY STRUCTURAL DEFECTS IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS APPROVED BY THE DEVELOPER OR THE AUTHORITY. FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION OR THE AUTHORITY OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE DEVELOPER OR THE AUTHORITY PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DEVELOPER OR THE AUTHORITY FOR

APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OR CO-OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DEVELOPER OR THE ASSOCIATION, ITS BOARD MEMBER OR OFFICERS, OR ANY MEMBER OF THE AUTHORITY TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN. NEITHER THE DEVELOPER, THE ASSOCIATION OR THE AUTHORITY SHALL BEAR RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING, SPECIAL GRADING, OR IMPROVEMENT PLANTED OR CONSTRUCTED WITHIN A PROSCRIBED EASEMENT, WHETHER PLANTED OR CONSTRUCTED INTENTIONALLY OR INADVERTENTLY AND WHETHER APPROVED OR NOT BY THE DEVELOPER OR BY THE AUTHORITY.

## Builder Requirements

**Important Note:** All exterior plans, specifications and elevations of any "Improvement", including landscaping and outbuildings, must be approved by the Developer or the Board of Directors of the Association and any appropriate governmental authority prior to the clearing of the lot or the commencement of construction. No lot owner should assume that approval is granted or that approval will be granted for plans that are the same or similar to those already approved. The criteria for design, the process for approval, and all other conditions for beginning construction are outlined in the Architectural Review Guidelines. Builders should contact the current management company.

IN WITNESS WHEREOF, I, the undersigned being a member of the Board of Directors of Persimmon Grove Home Owners Association, Inc., having hereunto set my hand this 29<sup>th</sup> day of July, 2025 do hereby certify that the foregoing Architectural Guidelines constitutes the original Architectural Guidelines of said Association all as duly adopted at a meeting of the Board of Directors.

Witnesses:

  
Christopher A. Feller  
President- Persimmon Grove HOA

7/29/2025

Date

  
Michelle L. French  
Secretary-Persimmon Grove HOA

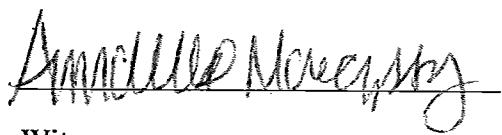
7/29/2025

Date

  
Tammy Richard  
Witness

7-29-2025

Date

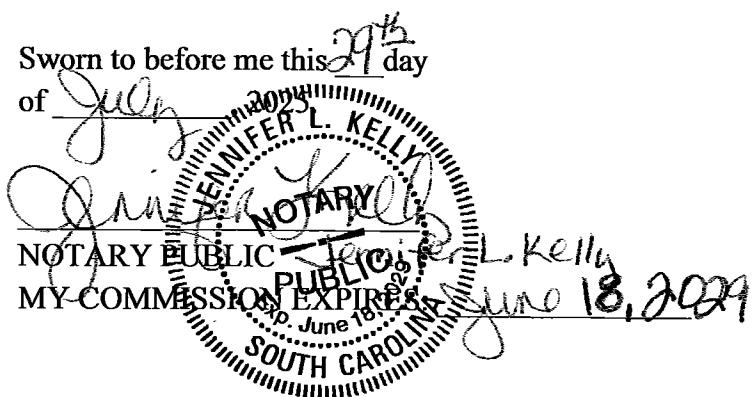
  
Annelle McGehee  
Witness

7/29/2025

Date

)  
State of South Carolina )  
County of Lexington )

Personally, appeared before me the undersigned who, being first duly sworn, says the s/he saw within named \_\_\_\_\_, by its duly authorized officer, sign, seal and as its corporate act and deed, deliver the within release of judgment; and the s/he with the other witness signing above witnessed the execution thereof.

Sworn to before me this 29<sup>th</sup> day  
of July, 2025  
  
NOTARY PUBLIC - Jennifer L. Kelly  
MY COMMISSION EXPIRES JUN 18, 2029  
SOUTH CAROLINA