

Palmetto Harbor Property Owners' Association

Architectural Review Board (ARB)

Standards, Requirements, Procedures and Forms for New and Existing Construction, Landscaping, and Alterations amended 10/7/21, 1/6/22, 10/18/24 and 4/2/25

Per the CCRs: "No changes to existing or proposed homes may be made without ARB approval, including, but not limited to: colors, materials, roofing, retaining walls, fences, pools, plants, trellises, and landscaping. No permanent or temporary structure may be commenced, erected or maintained upon any Lot or any portion of the property, nor may any application for a building permit for any home, building, or other structure be made until the proposed survey, site plan, tree survey, plans, specifications, elevations, materials, exterior colors and finishes, plot plans, landscape plans, irrigation plans and construction schedule have been submitted to and approved by the ARB, in writing." All deposits, costs, and all outstanding fees and assessments owed the POA must be paid prior to receiving any approval from the ARB.

In keeping with the Palmetto Harbor Covenants, Conditions and Restrictions (CCRs), "the ARB shall have the absolute right, in its sole discretion, to approve or disapprove, for any reason, including aesthetics, any and all such improvements or alterations. In addition, "the ARB has the right to control and to decide solely the precise site and location of any building on any Lot, notwithstanding any setbacks or other matters shown on any recorded plats. The ARB may alter or adjust setback lines, as it deems necessary."

It is expected that plans submitted and approved by the ARB, shall be adhered to strictly. ANY and ALL CHANGES to the approved plans must be submitted, in writing, to the ARB for review and written approval BEFORE changes are made. Any deviation from the original plan approved by the ARB, without the prior written approval of the ARB, will be subject to a \$1,000 fine (one thousand dollars) for each incident, and owners will also bear any additional cost(s) of adhering to the original specifications in the approved plan. In the case of additions or alterations not approved, in writing, by the ARB, the owner will be fined \$1,000 and bear the costs of returning the structure and/or property to its original state. In addition Owners may be charged an additional \$100 day for noncompliance and/or nonpayment (see below)

In addition, per the CCRs, "any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the less of : (a) Eighteen (18.0%)

percent per annum, or (b) the maximum rate provided by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property, or both, Penalties, costs, and reasonable attorney fees of such action or foreclosure shall be added to the amount of such Assessment and lien.”

Examples of changes include, but are not limited to: front entrance appearance; door type; design or colors; window size and/or placement; stairs; eave width; exterior siding materials or colors; roofing material or color; roof pitch; size, material or color of concrete pads, porches or patios; landscaping plans and materials; and additions or elimination of other external elements such as pools, fountains, retaining walls, trees, fencing, etc.

Any modification, addition or change to an existing structure or property must also be submitted and approved by the ARB, in writing. Requests for changes to an existing structure, property or landscaping that require a permit issued by the City of North Myrtle Beach must be accompanied by a \$100 fee and approved before an application for a permit is sought. Failure to request and receive written permission, for any and all alterations, will also result in a \$1,000 fine and may incur additional costs to return property or structure to original specifications. Failure to adhere to the ARB notification within 60 days will result in an additional \$100/day fine up to a maximum of \$25,000, not including the remedies described in the CCRs (see above).

In addition to being charged with making sure the design and construction of new homes meets these standards, the ARB has the responsibility to oversee upkeep of existing homes. Failure to maintain a home in good repair or failure to comply with these standards and/or ARB written approvals when making alterations or modifications will precipitate a letter of demand to address the issue. An Owner will have 60 days to correct any issue. If not remedied within the allotted time period, owners will be fined \$1,000 initially and \$100/day for every day until the matter is addressed satisfactorily by the Owner. If payment is not received within 30 days, the Owner will be assessed at the rate of \$100 day fine, up to a maximum of \$25,000, not including the additional remedies outlined in the CCRs (see above).

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These Standards will be monitored and enforced by the Palmetto Harbor Architectural Review Board and/or the Palmetto Harbor Property Owners' Association Board of Directors.

Owners must comply with the primary rules and restrictions governing construction, improvements, landscaping and alterations/modifications.

1. All plans, forms, fees and deposits for new construction or modifications/alterations must be submitted prior to any construction, grading and prior to the request for a building permit from the City or County Building Department.
2. Owners must complete the required ARB forms and be granted permission by the ARB before starting any new construction or remodeling, any non-structural improvement, or any landscaping project.
3. Owners must submit forms along with house plans, exterior colors, sample products and materials and a check to cover the refundable and non-refundable fees to the ARB.
4. Owners must be in good standing.

DISCLAIMER: No approval of plans, location or specifications by the Architectural Review Board (hereinafter referred to as the "ARB") 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.

CRITERIA

In order for the ARB to carry out the objectives stated above, certain general design and construction criteria must be met. The following list has been compiled to guide the Owner and the Owner's agent(s):

Additions/Alterations:	No additions or alterations will be approved that extend the home beyond the original footprint of the dwelling.
Chimney:	A standard chimney cap is required.
Colors – Exterior:	Exterior color selections/materials are to be approved by the ARB.

Contractor Work Hours:

Construction and Contractor Work Hours . Monday thru Friday: No contractor is to begin work before 7:00 am or end work after 7:00 pm; Saturday: No contractor will commence work before 8:00 am or end work after 4:00 pm; Sunday: No work is to be conducted by contractors on Sunday; Holidays: No work is to be conducted by contractors on the following holidays—New Year's Day, , Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas.

Construction Completion:

The exterior of all houses and other structures must be completed within twelve (12) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or calamities.

No house or other structure may be temporarily or permanently occupied until the exteriors thereof have been completed and the applicable governmental authority has permitted occupancy.

Upon the completion of construction, the Owner shall cause the contractor to immediately remove all equipment and tools and shall require that ALL construction and landscaping be completed within ninety (90) days of occupancy, or substantial completion whichever comes first.

Failure to comply with any provisions under this Section shall result in the Owner paying a fee to the Association of \$100/day for each day of violation.

Nothing contained herein shall preclude a builder of speculative homes from leaving interior floors, countertops and wall coverings unfinished until sold.

Construction Siting:

Erection of batten boards outlining the home's dimensions are required prior to ARB approval of construction and siting.

To assure that buildings and other structures will be located, with regard to the topography of each Lot, taking into consideration the location of trees and other aesthetic and environmental considerations, the ARB, reserves the right to control and decide solely the precise site and location of any building or structure on any Lot, notwithstanding any setbacks or other matters shown on any recorded plats.

Decks/Porches/Patios:

Decks, porches, and patios are strongly recommended to achieve optimum enjoyment of your home. No encroachment of decks and patios is allowed in the approved setbacks. Decks, porches and patios must adhere to the siting established by the ARB.

Design:

No ranch styles/designs will be permitted in Palmetto Harbor. Homes will either be raised with cars parked underneath due to their close proximity to the Intracoastal Waterway or may be more moderately elevated with attached garages if being built along the second row lots.

Elements of the architectural style include a prominent front entry, as well as, front entry staircases, porches or verandas, elevated decks, and extensive water-oriented windows.

The ARB will only consider designs that maintain an architectural style and cohesiveness with the community.

When designing your home, you must keep in mind not only your own views and privacy, but those of your neighbors, as well.

Drainage:

All roof drains and landscaping drains that are used to convey storm water from each individual residence and property along the Intracoastal Waterway shall be connected to a pipe terminating on the waterway side of the vinyl sheet pile bulkhead and not the uphill side of the vinyl sheet pile bulkhead. All lot owners must insure that storm water is carried away from homes and property without causing a problem for a neighboring home or property.

All roof drains and landscaping drains that are used to convey storm water from each individual residence and property on lots with frontage on the lakes shall be connected to a pipe terminating on the down side of the hill leading to the lake and shall not cause harm or erosion to the banks of the lakes.

The ARB and any governing authority having oversight or inspection rights must approve the tie-in details along with the method of drainage, whether it be pipe or swale.

Dumpster:

Dumpsters are required on each lot for the removal of construction waste and trash.

Dwelling Specifications:

Waterway Lots: must be three stories with a minimum of 2500 heated square feet of living space

Interior Lots: must be at least two stories with a minimum of 2200 heated square feet of living space

Drives/Curbs/Parking Areas:

The driveway or turnout shall not be closer than one foot (1') to any side property line. The Owner must pave to the curb with an ARB approved material. The Minimum standard material is uncolored concrete. (Drives and parking areas that are in close proximity to the property line shall provide adequate buffering from adjacent residences.)

If an Owner wishes, he may replace the rolled curb at the driveway entrance with one of a flatter design. The Owner is responsible for any repair necessary caused by this replacement.

Eaves/Drip lines:

No eave or drip line shall extend beyond the setback lines. Eaves and drip lines must be included in the setback calculations. The measurement of the eave depth shall be from the exterior face of the siding material to the outside edge of the fascia board. Eaves shall be no less than 12" or greater than 48" in depth, except where specific architectural detail dictates such as bays, gable fronts,

Fencing:

Front elevation accent fencing is strongly encouraged and may be open wrought iron, low stucco/tabby, or brick and will be judged by the ARB as to its overall compatibility to both the primary structure and the neighborhood. Fencing around front courtyards will only be considered and must be sited so as not to obstruct the views of any neighboring dwelling.

Perimeter fencing, fencing around yards, pools, driveways, guest parking or pet areas will only be considered provided it does not significantly obstruct the views and enjoyment of any neighboring dwelling. All perimeter fencing material shall be standard black aluminum rail and picket and may not exceed a maximum height of 4 ft. or 48". All fencing and its siting must be approved by the ARB, in writing, before contracts to install are let.

No privacy fencing or structure(s) that would create a barrier or obstruct the views and enjoyment of any neighboring dwelling will be allowed.

Flags/Flagpoles/Lighting:

Flags – The following flags are considered “Permitted Flags” and are the only flags that may be displayed on an owner's property:

1. the flag of the United States;
2. the flag of the State of South Carolina; and
3. the official flag of any branch of the United States armed forces.
4. flags of any Professional Sports Team, Collegiate Team, local or High School team or any seasonal flag, such as Easter, Thanksgiving, Christmas etc.
5. to fly political flags only 45 days before the election, must be taken down 5 days after election.
6. Political Yard sign can be displayed (one per yard) no more than 4 Sq ft in size and must, 45 days per election, must be taken down 5 days after election.
7. No vulgarity, offensiveness, indecent flags will be flown at any time. If there are any complaints about flags the POA board will have the final decision if the flag(s) can be flown.
8. Any flag poles approved prior to this consideration are grandfathered, including “Yard Arm” Nautical style poles which are allowed to fly three permitted flags.

Permitted Flags must be:

1. displayed in a respectful manner, in accordance with the current relevant federal, state or military code.
2. displayed from a pole attached to a structure or to a free-standing pole and not draped over or directly attached to fencing or structures.
3. no larger than 3' by 5' in size.

Only one permitted flag may be displayed on a flagpole attached to a structure. Two permitted flags may be displayed on an approved free-standing flagpole.

Flagpoles – Flagpoles are allowed solely for the purpose of displaying permitted flags. In addition flagpoles must be

constructed of a permanent, long lasting material with an appropriate finish that is harmonious with the dwelling.

Attached Flagpole--If attached to a dwelling, flagpoles must be no more than 6' long and securely attached with a bracket. One attached flagpole is allowed on any portion of a dwelling facing the street and one attached flagpole is allowed on the rear of a dwelling. Brackets which accommodate multiple flagpoles are not allowed.

Free-standing Flagpole—A free-standing flagpole is permitted provided:

1. it is no less than 14' to 30' tall, including any finials or ornamental caps and must be installed according to manufacturer's instructions.
2. it is not installed in the front of any owner's property. One free-standing flagpole may be installed in the rear of an owner's property, however, the flagpole may not encroach upon the side or rear setbacks or any utility easement.
3. it does not create unreasonable noise levels which would disturb the quiet enjoyment of other residents,
4. it is installed so as not to obscure the views from an a neighboring dwelling.

Flagpole Lighting – Lighting may be installed to illuminate permitted flags being displayed at night. Flagpole lighting must:

1. be ground mounted;
2. utilize a fixture that screens the bulb and directs the light with minimum spillover;
3. provide illumination not to exceed the equivalent of a 60 watt bulb.

All flags, flagpoles and lighting must be maintained in good condition, repaired or removed.

Fireplaces – Outdoor:	Fireplaces must only be propane or natural gas, must not exceed ARB approved height and width, must be contained within the setbacks established for homes in Palmetto Harbor, must not obstruct the views and enjoyment of neighboring dwellings, and must be approved, in writing, by the ARB
Firepits:	Firepits must be only propane or natural gas and must be approved, in writing, by the ARB and must be constructed and operated to assure they do not present a hazard or noxious nuisance to neighboring dwellings.
Foundation:	All homes must have solid foundations. No open foundations of any kind will be allowed. The exposed portions of natural concrete foundations are to be parged with a stucco, or veneered with brick or stone which matches or compliments the siding color of the residence, Brick or stone veneered homes will use the same brick or stone from below the grade up on the body of the residence.
Gutters:	All new homes constructed within the subdivision must include gutters, to ensure proper drainage. Downspouts must be tied into the drainage system, as described above.
Height of Dwelling:	The maximum height of each dwelling in Palmetto Harbor may not exceed 35 feet as a mean average of plate and peak.
Irrigation System:	Irrigation systems are required for all residences. All landscaping plans shall designate irrigation features and size. No change to the irrigation plan may be made, once approved, without the prior written consent of the ARB.

Landscaping:

All plans for landscaping shall include irrigation plans. A complete landscaping plan showing planting beds, size and types of plants and trees, and irrigation must be submitted to and approved by the ARB, in writing. Any additions or alterations to the original landscaping plan, must also be submitted to the ARB for approval, in writing. No plantings, such as tall or overhanging trees, shrubbery, etc. will be allowed that will block or substantially interfere, either horizontally or vertically with the waterway or pond/lake views of any existing or future homeowner. All plantings must be maintained so as not to interfere either horizontally or vertically with the views of neighboring dwellings.

Once plans for any improvement have been approved in writing, no changes may be made without the written consent of the ARB.

Lot owners building along the Intracoastal Waterway must ensure that the finished grade adjacent to the concrete grade beams is level with the top of the beam so that water flows over the seawall.

Lighting:	Exterior décor lighting must be in keeping with the architectural style and proportionate in size, and shall not infringe on the privacy of your neighbors. Floodlights attached to the structure's eaves are permitted so long as the illumination is directional and does not infringe upon an adjacent home or create a visual hazard to the adjacent roadway.
	Landscape lighting is defined as that illumination which is designed to enhance the evening beauty of the natural elements of the property. Landscape lighting is considered part of the Landscape Plan.
	Landscape lighting along driveways and walkways should be low in wattage and candlepower, extend no more than seven inches (7") above ground and be spaced so that each fixture's illumination does not overlap another.
Lighting – Prohibited:	Lights mounted on independent poles greater than five feet (5') in height and/or strung mini-lights placed in shrubbery or trees, except as allowed seasonally and limited in numbers are prohibited.
Mailboxes:	Standard mailboxes and address posts are utilized at Palmetto Harbor. Information on the specifications and where to purchase mailboxes/posts will be provided by the ARB.
Maintenance, Repairs, Rebuilding:	Each Owner shall, at his/her sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
	Any dwelling or structure on any Lot which may be destroyed in whole or in part by fire, wind, or by any other cause or Act of God must be rebuilt or all debris removed, and the lot restored to a natural condition. All debris must be removed within three (3) months and rebuilding shall

begin within four (4) months of the loss and completed within twelve (12) months of the commencement.

Pet Areas:

Pet areas must be properly concealed and within building setback lines. All pet restraints of any type must be approved by the ARB.

Pools/Showers/Spas:

In-ground pools are allowed, but pools and fencing must be within building setback lines. Outside showers and spas are allowed but must be properly concealed. Elevations for pools must not obstruct view from neighboring dwellings. NO ABOVE GROUND POOLS ARE PERMITTED.

Port-O-Potty:

A portable restroom must be on site at all times during the construction process, maintained properly and emptied regularly. Failure to comply with this provision shall result in the Owner paying a fee to the Association of \$100 per day for each day of violation.

Repairs:

Owners shall, at their sole cost and expense, maintain and repair a residence, keeping the same in good condition, comparable to the condition of the residence at the time of its initial construction, excepting normal wear and tear.

Retaining Walls:

Retaining walls are allowed along the hillsides to the waterway to accommodate pools and/or pet areas provided they are a minimum of 3' from the side setbacks, to allow for proper drainage and are approved by the ARB, in writing. All materials used for retaining walls shall be compatible with the architectural style of the residence and approved by the ARB. No retaining wall or structure that would create a barrier or obstruct the views and enjoyment of any neighboring dwelling will be allowed.

Roofing Material:

Roofing material shall be no less than approved 30-year Architectural shingle, tile or designer metal roofing and must be able to sustain winds up to 130 mph. Alternative roofing materials may be considered for architectural

features such as porches, bays, dormers, etc., but must meet the requirement for sustained winds.

Roof Overhang

Roof overhangs shall not extend beyond any setback line.

Roof Pitch:

Intermediate pitched roofs, generally 5/12 to 9/12 may be approved. Pitches steeper or shallower may be approved on a case-by-case basis, depending on relational factors such as number of stories of the home, eave depth, etc. Pitches shall be compatible with the building's mass and style while maintaining the overall maximum allowable height. Shallower pitches on features such as porches, stoops and bays will be considered.

Service, Utility and Storage Area:

A screened service utility area must be provided to encompass air conditioning equipment, propane tanks, garbage cans, electric meters, pool pumps, generators and the like at all residences within the Subdivision. In some cases, electric meters may be placed at another location, but all efforts should be made to keep these in the same area.

This area must be constructed with materials that are compatible with the exterior materials of the home and should be shown on all elevations, site plans, etc.

Landscaping alone is NOT acceptable for screening these areas.

Setbacks:

Setback lines shall be a minimum of 25' fronting the property; 10' on each side from dripline; and 20' in the rear.

Sheds/Outbuilding/Pergolas:

No sheds, outbuildings or other structures of a permanent or temporary nature, including screening, of any type, are permitted within the curtilage of any dwelling. Pergolas and outdoor kitchens request will be reviewed but must adhere to ARB guidelines and will only be considered provided it

does not significantly obstruct the views and enjoyment of any neighboring dwellings.

Sidewalks:

During the construction of each house, the Owner shall construct, at his sole expense, a sidewalk along the front of the Lot meeting the following criteria:

- It shall run the entire width of the Lot from lot line to lot line, with appropriate transitional breaks for driveways or other paved sidewalks.
- It shall be a uniform width of four (4) feet with a uniform depth of four (4) inches on top of a compacted earthen base or subgrade.
- It shall be constructed of 3000 psi concrete with appropriate expansion joints or other similar features as approved by the ARB.
- It shall be constructed within the street right-of-way in a location approved by the ARB and shall be in line with any existing sections of sidewalk.

Siding:

Brick, stone, stone veneer, stucco, cedar or cedar shake vinyl siding and Hardie plank are the approved exterior building surfaces for all homes in the Subdivision. No other type of vinyl can be used except for soffits and fascia.

Signage:

No signage will be placed on any property by any owner, agent, or contractor that does not comply with the standards established for Palmetto Harbor.

No political signage, in any form, shall be allowed on any lot at any time that does not conform to the time period and related Code of the State of South Carolina (see attached). Political signage shall be limited to no more than one standard size sign,

Signage prohibited by the regulations established for the County of Horry, South Carolina are also not allowed (see attached).

Silt Fencing:	Runoff during construction must not cause damage to adjacent properties. If it is determined that erosion or surface runoff is a problem, then erosion control devices, such as temporary silt fencing will be required on rear and side property lines and must be maintained until all construction is completed. If silt fencing is down on any or all side, it must be replaced immediately. Failure to comply with this provision shall result in the Owner paying a fee to the Association of \$100 per day for each day of violation.
Site Grading:	Drainage considerations for individual sites plans are an important role. Site grading shall be kept to a minimum and alteration of existing drainage systems is to be avoided. Water runoff shall be directed to existing natural swales and other natural drainage areas or storm drains. No changes in the elevation, topography or drainage characteristics of any Lot within the subdivision shall be made without the prior written approval of the ARB nor shall any fill be used to extend any Property beyond any water line.
Solar Panels:	Solar panels are permitted, however, the placement of solar panels must be approved by the ARB, in writing.
Trash:	During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a safe, clean and uncluttered condition. This entails the daily cleanup of work site and adjacent road and/or property. Failure to comply with this provision shall result in the Owner paying a fee to the Association of \$100 per day for each day of violation. A dumpster is to be maintained on the construction site and emptied when full to eliminate any blowing or unsightly debris from the site.

Water and Sewer Systems: No individual water or sewer system shall be installed on any Lot and each Lot must be connected to a public water and sewer system. Shallow wells for the purpose of lawn irrigation are permissible, if approved by the ARB.

Windows: Windows shall be wood, wood clad or vinyl. Window types are to be approved by the ARB, however, on a general basis, there shall be no mixing of window types.

FEES AND DEPOSITS

On all new home construction and major home modification and remodeling, the building or homeowner shall submit to the ARB the prescribed fees and deposits, which will be held in escrow by the Association until the improvement or all construction is complete, full compliance is met and the ARB performs its final inspection confirming satisfactory completion.

Refundable fees will be returned promptly upon a satisfactory final inspection provided no damage is noted. Should damage be noted, the deposit will be used to offset any costs incurred to repair damage to any property caused by the builder, homeowner or their subcontractors, supplies and/or representatives during construction that is not repaired to the ARB's satisfaction by the responsible party.

Checks for fees and deposits should be made payable to: Palmetto Harbor Property Owners' Association and mailed to P.O Box 478, North Myrtle Beach, SC 29597.

ARB Review Fees

Single Family Residence	\$ 1000 (non-refundable)
Additions and Renovations	\$ 100 (non-refundable)
Minor Modifications/Non-House Addition	N/C, however, ARB review is required

Construction Deposit

\$5000 (refundable, less any damages and/or fines levied).

Landscaping Deposit; Trash/Water/Sewer/Storm Drain Deposit; Road Impact Deposit; and Property Damage Deposit

(NOTE: The above fees and deposits are subject to change without prior notice. Check with the ARB representative for any revisions to these amounts.)

APPROVAL AND INSPECTION PROCESS

LICENSED ARCHITECT: To insure that Palmetto Harbor maintains a high quality of design, all plans for the construction of dwellings and other buildings or significant structures must be designed, drawn and certified by an approved architect, registered and licensed in the State of South Carolina or a professional design consultant as approved by the ARB.

The architect and other members of the building team are encouraged to visit Palmetto Harbor for an on-site tour of existing structures prior to beginning the preliminary design/plans. In so doing, the architect or design consultant can creatively design the dwelling in a compatible manner with the overall goals of the Owner and the ARB standards for the Subdivision.

The architect, consultant, or Owner shall oversee the construction.

STRUCTURAL ENGINEER: All plans for the construction of dwellings and other buildings or significant structures must be certified by a structural engineer, registered and licensed in the State of South Carolina.

PRE-APPLICATION: It is the responsibility of the Owner to acquaint the construction team with the ARB process and the ARB guidelines.
The ARB representative will be available for an initial conference with the owner and design specialist to provide general information, design guidance and to explain the guidelines and concepts in more detail.

Before beginning the design preparation, the Owner and architect should review the following documents:

1. Purchase Agreement
2. Indenture Deed
3. Recorded Plat
4. Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens
5. Architectural Review Board Standards, Requirements and Procedures
6. County Zoning Ordinances
7. Local and State Building Codes, as applicable

SITE EVALUATION:

Siting of a dwelling is a critical and important design decision. The site plan developed for each Owner should reflect functional need and be sensitive to the site's unique characteristics and design opportunities, as well as all neighbor's views and existing conditions.

Proper positioning on a lot requires an understanding of all of its unique features including views and breezes. The following should be considered:

1. Best natural or man-made views and amenities
2. Avoid blocking views of adjacent homes
3. Allow prevailing summer breezes to flow through
4. Sun orientation for heat, shade and lighting
5. Location of the utility corridor
6. Restrictions, such as easements and rights-of-way

CONCEPTUAL DESIGN:

In order to facilitate the preliminary review and approval process, it is strongly recommended that the architect prepare and submit a Conceptual Sketch of the proposed design and site layout to the ARB for comment and/or suggestion(s). This step is included to confirm a proper analysis of the site and to save the Owner from making major revisions after significant work has been performed by the architect.

APPLICATION PROCESS:

A "New Construction Application" form (see Exhibit "A") and the Submission Checklist (see Exhibit "B") must be completed and submitted to the ARB by the Owner or the Owner's agent BEFORE COMMENCEMENT of any

construction activity. The application must be accompanied by payment in full of all fees and deposits.

The Owner or his agent must also include with the application all documents, forms and information as hereafter specified and deliver them to the Palmetto Harbor Architectural Review Board, 308 Spartina Court, North Myrtle Beach, SC 29582.

Prior to the completed design by the architect, a preliminary review of the plans must be submitted to the ARB to determine compliance with the design requirements, as well as to provide further design recommendations, if necessary.

The Owner or his agent shall furnish a complete set of the following documents:

A site plan drawn to scale, not smaller than 1" = 20' and showing:

1. Owner's name
2. Architect's or designer's name, address and contact information
3. Arrow pointing North and scale
4. Property lines with dimensions and bearings
5. Elevations of lot corners, center of lot, edge of roadways
6. Setback limits
7. Grading plan showing existing and proposed contours, culvert locations, sizes, inverts and flow directors, drainage and contour plan showing cut fill requirements
8. Street access, drives, parking areas, entry way, stairs, walks, decks and patios with elevations indicated
9. Building Site located from property lines and setback lines and distance to the eaves of any homes on adjacent lots

10. Dwelling to be indicated as roof drip line indicated with dashed line inside roof line to indicate exterior walls
11. Utility structures, catch basins and sewer and water tap locations
12. Exterior lighting
13. Pool and screen room, if applicable. NO ABOVE GROUND POOLS ARE PERMITTED.

Elevation Drawings. Drawings of all four elevations with a scale of 1/4" = 1' and showing:

1. Relation of building to grade level
2. Height of structure and first floor elevations
3. Overall height from grade to ridge of roof
4. Description of all exterior materials, roof materials and colors to be used

Floor Plans. Drawings of each floor, mezzanine and ground level with a scale of 1/4" = 1' and showing:

1. Overall dimensions
2. Square footage area of structures
3. Room and Space Use with labels
4. Walls, windows and doors (with swings indicated)
5. Overhangs of floors and roofs
6. Foundations, driveway location, stairway(s), garbage and HVAC enclosure(s)

FINAL DRAWINGS REVIEW:

Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are consistent with the purposes and objectives of the ARB, including purely aesthetic considerations. If any changes or modifications are made subsequent to the ARB preliminary review, then all changes and final plans must be noted and submitted prior to final approval by the ARB.

Upon final review and approval by the ARB, a "Final Approval Agreement" (see Exhibit "C") will be forwarded to the applicant to be signed by the Owner, the design specialist or architect and a representative of the ARB.

LANDSCAPE PLAN REVIEW:

In order to ensure all residents that the community will continue to be an attractive and scenic place to reside, the ARB requires each Owner constructing a new dwelling, or wishing to change their present landscape scheme to submit a Landscape Plan, including an Irrigation Plan (if applicable) to the ARB for review and approval.

The Landscape Plan should be submitted to the ARB for review and approval as soon as possible, but in any event, the plan must be approved prior to the completion of construction. The Plan must be implemented within 90 days of completion of construction.

When the Plan is submitted to the ARB, it shall include the following:

1. Scale 1" = 10'
2. Variety, size, number and location of all plant material
3. Type and description of seeded areas w/ soil retention method noted
4. Plant list with quantity, botanical or common name, size and special specifications
5. Irrigation or sprinkler plan
6. Drainage requirements
7. Detail of landscape items, fountains, lawn ornaments, edging, plant wells, pots, retaining walls, etc.
8. Landscape lighting plan

INSPECTION PROCESS:

At a minimum the ARB will conduct five mandatory inspections during the construction process.

Stake-Out Inspection: Upon approval of the site and dwelling plans and payment of the fees and deposits the Lot may be staked out with batter boards and lines. No other form of sitting will be considered.

An ARB representative will inspect the Lot upon notification of completion of the stake-out as part of the approval process.

No clearing of the Lot may be done prior to the stake-out inspection and approval. Trees to be removed shall be flagged with blue surveyor's tape

Once the stake-out inspection has been conducted and approval is received from the ARB, the Owner or Owner's agent can request a Building Permit. Upon receipt of the building permit, construction may begin.

Drainage Inspection: The ARB representative will inspect the lot to ensure proper drainage and tie-ins for gutters and exhausting storm water are completed properly. No pouring or construction of patios, driveways, sidewalks or any other structure that might obscure or interfere with installation of the drainage system may be undertaken until the drainage inspection has been conducted and ARB approval received.

Irrigation System Inspection:

The ARB representative will inspect the lot to ensure the irrigation system is in place prior to the final grading.

Landscaping Inspection: Once landscaping is complete, the ARB representative(s) will inspect the Lot to ensure landscaping satisfactorily meets the details outlined in the approved plan.

Final Inspection: The Owner shall notify the ARB when construction is complete, and a representative will make a final inspection.

Other Periodic Inspections: In addition, periodic inspections during construction will be conducted. The right of entry and inspection is specifically reserved by the ARB to visit all or any portion of the Owner's property for the purpose of verifying compliance with the requirements of the ARB and the plans as submitted by the Owner or Owner's agent.

The ARB representative will make periodic inspections WITHOUT NOTICE during the entire construction period.

The Owner and Owner's agent(s) will be notified, in writing, of any exceptions or compliance issues noted in the inspection report and all such items and exceptions must be accomplished or resolved promptly. Failure to resolve any issue promptly may result in fines and/or injunctive relief.

The Palmetto Harbor Subdivision is located at the intersection of Cenith Drive and Tom E. Chestnut Road in the City of North Myrtle Beach, SC 29582.

Jay Lorek, President
Palmetto Harbor Property Owners' Association
P.O. Box 478
North Myrtle Beach, SC 29597

EXHIBIT "A"

PALMETTO HARBOR

NEW CONSTRUCTION APPLICATION

APPROVAL REQUESTED: ☐ Preliminary ☐ Final

1. Lot Number: _____

Owner: _____

Mailing Address: _____

Phone Number: _____

Email: _____

2. Architect or Designer: _____

Address: _____

Phone Number _____

Email: _____

3. Contractor _____

Address: _____

Phone Number: _____

Email: _____

4. Structural Engineer: _____

Phone Number: _____

Email: _____

5. Landscape Designer: _____

Phone Number: _____

Email: _____

EXHIBIT "B"

PALMETTO HARBOR

SUBMISSION CHECKLIST – PAGE ONE

(Check all items provided)

☐ Site Plan (not smaller than 1"=20') with following information:

- ☐ North Arrow indicated
- ☐ Property line with dimensions and bearings
- ☐ Elevation at lot corners and center of lot
- ☐ Proposed finished floor elevations
- ☐ Proposed setbacks (from overhang/drip line, not foundation)
- ☐ House plan indicated as roof drip line with entry area, stairs, walks, decks, patios, and driveways shown. A dashed line inside the roof line should indicate exterior walls.
- ☐ Indicate location and setbacks on homes, if any, on adjacent property
- ☐ Indicate any utility boxes, storm drains, easements and location of water and sewer taps.
- ☐ Lot coverage calculation: show individual areas for house, walks, decks, drive, porches, etc. and the sum of these as a percentage of the overall lot.

☐ Architectural Drawings

- ☐ Four elevations (1/4" scale minimum for front and rear)
- ☐ Indicate foundation height and finished floor elevations
- ☐ Overall height of structure
- ☐ Floor plans (1/4" scale)
- ☐ Square footage summary
- ☐ Exterior materials clearly indicated
- ☐ Typical wall section
- ☐ Window, door, corner trim detail
- ☐ Detail of decks/railings
- ☐ Eave detail – indicate width of overhang
- ☐ Retaining wall/fencing detail and positioning
- ☐ Pool detail

Exterior Finishes:

Siding Material _____

Color: _____

Secondary Siding Material: _____

Color: _____

Roof Material: _____

Color: _____

Trim Material: _____

Color: _____

EXHIBIT "B"

SUBMISSION CHECKLIST – PAGE TWO

(Check all items provided)

Accent Color: _____
Window Type: _____
Door Type: _____

Location: _____
Color: _____
Color: _____

- ☐ Landscape Plan (preferred scale (1"=10'))
- ☐ Plant material (clearly indicated with following information):
- Variety (common and botanical name)
 - Size (height and canopy to be planted)
 - Quantity ☐ Irrigation Plan
- ☐ Drainage Plan
- ☐ Detail for any hardscape items (pavers, outdoor kitchens, statuary, fountains, edging, birdbaths, etc.)
- ☐ Exterior lighting plan
- ☐ Pool Plan
- ☐ Fees paid herewith (payable to Palmetto Harbor POA)
- ☐ Review fee (\$1000.00) - new construction
- ☐ Revision fee (\$100.00) – additions/remodeling

EXHIBIT 'C'

PALMETTO HARBOR

Final Approval Agreement

Palmetto Harbor Architectural Review Board

This Final Approval Agreement is made as of this ____ day of _____,
20____, by and between the Palmetto Harbor Architectural Review Board (the "ARB) and

(the "Owner"), owner of the property known as:

(the "Property"). Owner's architect or ARB approved
designer has executed this instrument solely to acknowledge their receipt of a copy of the ARB's
Standards,, Requirements and Procedures and the terms and conditions of the ARB's approval of
construction set forth herein:

- 1 Grant of Approval: The ARB hereby grants its approval to the Owner for construction of improvements on the Property in accordance with the plans and specifications, site plans, grading plans, floor plans and elevations, plans for ancillary detached structures, exterior lighting plan, final construction specifications, and all other documents submitted to the ARB in conjunction with the preliminary architectural review and approval (the "Plans"), subject to conditions contained herein and the following conditions, changes, and modifications.

The approval granted herein shall permit the Owner and Architect to cause the construction of improvements on the Property in accordance with the conditions and requirements hereof. No approval of any plans, location or specifications by the ARB and no publication of any architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed or constructed residence.

Agreement of Owner:

- (a) Owner agrees to cause the improvements to be constructed in accordance with the Plans and in accordance with the ARB's Standards, Requirements and Procedures. A copy of which is hereby acknowledged as having been provided to the Owner and Architect.
- (b) Owner agrees to submit any changes in the Plans or construction to the ARB for its supplemental review and approval.
- (c) Owner agrees to cause all construction and property to be completed within twelve (12) months from the start of visible construction on the Property, except where such completion is impossible or would result in great hardship to the Owner or Architect or general contractor due to strikes, fires, national emergency or national calamities, as determined in the sole discretion of the ARB.
- (d) Owner agrees to cause the general contractor and all subcontractors to comply with the Contractor Work Rules, and to provide them with same.
- (e) Owner agrees that the ARB and Palmetto Harbor ("Developer"), their agents and representatives have the right to enter the Property and to conduct periodic inspections of the Property and improvements with or without notice during construction.
- (f) Owner agrees that, if any exceptions are noted during the periodic inspections provided for in Section 2(e) above. Owner shall cause such exceptions to be corrected or otherwise resolved to the satisfaction of the ARB within (30) days thereafter, including, but not limited to, such corrections and resolutions as may be required to be performed by Architect and/or the general contractor, for which the Owner shall be solely responsible hereunder.
- (g) Owner agrees and understands that, in the event the construction of the improvements on the Property fails to comply with the provisions herein and with the requirements of the ARB's Standards, Requirements and Procedures, the Developer may deny final inspection approval, refuse to allow utilities to be activated or other such agency of its opposition to the issuance of a Certificate of Occupancy for the Project, or exercise any or all other rights and remedies available, to it at law or in equity all without liability to the Owner.
- (h) Owner agrees and understands that the approval granted hereunder shall expire if visible construction is not begun on the Property within six months from the date hereof, provided that Owner may make a written application to Developer within the same time period for a ninety (90) day extension which Developer may, in its sole discretion, grant or deny. In no event shall more than one such ninety (90) day extension be granted by Developer to Owner.
- (I) Owner understands, agrees, and represents that all construction on the Property must be supervised by the Architect or by the Owner.

3. Non-Transfer: this approval is granted only to the Owner named herein and shall not be transferred or assigned by Owner without prior written consent of the ARB, in its sole discretion.
4. Breach: If any of the requirements, conditions, or covenants contained herein are breached by the Owner, the ARB has the right to revoke its grant of approval hereunder until such breach has been remedied without liability to Owner or to Owner's Architect or general contractor as to any loss or damage claimed to have occurred as a result of such revocation. Such breach and revocation or approval may require, in the sole discretion of the ARB. The cessation of construction on the Property and that the Owner make arrangements satisfactory to the ARB as to the construction in progress.

Non-Refundable Fee: ARB Review Fee	\$ 1000.00
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Landscaping completion; trash, water, sewer;
road damage; and/or property damage

PALMETTO HARBOR POA

By

Owner

By: _____

Date: _____