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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

**POINTE AT RIVERTOWNE COUNTRY CLUB  
HOMEOWNERS ASSOCIATION****RECORDING OF DOCUMENTS PURSUANT  
TO THE SOUTH CAROLINA HOMEOWNERS  
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-  
110 TO -170):**

- 1. THE POINTE AT RIVERTOWNE  
COUNTRY CLUB HOMEOWNERS  
ASSOCIATION RULES AND GUIDELINES**
- 2. RULES AND REGULATIONS  
GOVERNING THE USE OF THE POINTE  
COMMON AREA PROPERTY**
- 3. THE POINTE AT RIVERTOWNE  
COUNTRY CLUB BOAT PARKING  
REGISTRATION FORM**
- 4. THE POINTE AT RIVERTOWNE  
COUNTRY CLUB HOMEOWNERS  
ASSOCIATION VIOLATION  
ENFORCEMENT POLICY**

**CROSS REFERENCE:** *DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE POINTE AT RIVERTOWNE COUNTRY CLUB recorded in Deed Book P345, at Page 167.  
and Re-recorded in Deed Book L389 at Page 229*

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Pointe at Rivertowne Country Club was recorded on April 11, 2000 in the Office of the Register of Deeds for Charleston County in **Deed Book P345 at Page 167** (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Pointe at Rivertowne Country Club Homeowners Association is the Homeowners Association for The Pointe, North Creek, and Cypress Cove subdivisions; and

NOW THEREFORE, Pointe at Rivertowne Country Club Homeowners Association does hereby record the following pursuant to the South Carolina Homeowners Association Act:

- 1. THE POINTE AT RIVERTOWNE COUNTRY CLUB HOMEOWNERS  
ASSOCIATION RULES AND GUIDELINES, attached as Exhibit A;**

After recording, please return to:

McCabe, Trotter & Beverly, PC  
4500 Fort Jackson Blvd, Suite 250, Columbia, SC 29209

2. **RULES AND REGULATIONS GOVERNING THE USE OF THE POINTE COMMON AREA PROPERTY**, attached as Exhibit B;
3. **THE POINTE AT RIVERTOWNE COUNTRY CLUB BOAT PARKING REGISTRATION FORM**, attached as Exhibit C;
4. **THE POINTE AT RIVERTOWNE COUNTRY CLUB HOMEOWNERS ASSOCIATION VIOLATION ENFORCEMENT POLICY**, attached as Exhibit D

(collectively, the "Documents")

Pointe at Rivertowne Country Club Homeowners Association hereby declares that the Documents hereto replace and supersede the **POINTE AT RIVERTOWNE COUNTRY CLUB HOMEOWNERS ASSOCIATION RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170)**, recorded in **Deed Book 0770**, at **Page 524**.

The Documents are being recorded in an effort to ensure compliance with the recording requirements of the Homeowners Association Act; however, nothing herein shall be construed as an admission that some or all of the Documents are required to be recorded under the requirements of the Homeowners Association Act.

IN WITNESS WHEREOF, Pointe at Rivertowne Country Club Homeowners Association, has by its duly authorized officer set its hand and seal this 4<sup>th</sup> day of January, 2023 (the "Effective Date") and by doing so certifies, acknowledges, and affirms that the Board of Directors has unanimously adopted, re-adopted, ratified, and validated the Documents as of the Effective Date

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED  
in the presence of:

POINTE AT RIVERTOWNE COUNTRY CLUB  
HOMEOWNERS ASSOCIATION

By: Allen Hodge (L.S.)

Print Name: Allen Hodge

Its: President

(witness #1)

(witness #2)

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

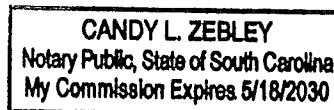
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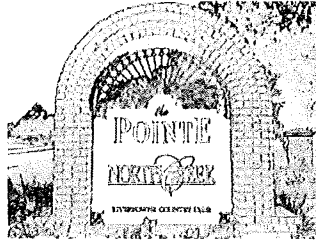
I, Candy Zebley, Notary Public for the State of South Carolina, do hereby certify that Allen Hodge, a duly authorized officer of Pointe at Rivertowne Country Club Homeowners Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4<sup>th</sup> day of January, 2023.

Candy L. Zebley  
Notary Public for South Carolina

My Commission Expires: 5/18/30





# **The Pointe @ Rivertowne Country Club Homeowners Association Rules and Guidelines**

**Revised and Final  
April 18, 2016**

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## **THE POINTE AT RIVERTOWNE COUNTRY CLUB HOA**

For clarification purposes, The Pointe at Rivertowne Country Club HOA encompasses 205 properties in the subdivisions of The Pointe, North Creek, and Cypress Cove. All homeowners and property owners are responsible for following the rules and guidelines as set forth in this document.

If you have any questions, please contact The Pointe's Association Management Company:

**CAMS**

**7301 Rivers Ave, Suite 160**

**N Charleston, SC 29406**

**Phone: 843-972-1205**

**Email: [dsmith@camsmgt.com](mailto:dsmith@camsmgt.com)**

## **I. Architectural Design Standards for Custom Homes**

No action taken by the Architectural Review Board shall entitle any person to rely thereon with respect to conformity with the laws, regulations, codes or ordinances of local, state and federal governments, or with respect to the physical or other condition of any building, structure, or other portion of the property. Approval or disapproval of plans is based solely on aesthetics. Nothing will be implied that the submitted plans have been reviewed for structural integrity or defects. It is understood that the Declarant has universal pre-approval for their house plans.

### **1.0 Design Standards.**

These Standards shall be explanatory and illustrative of the general intent of the development of the Lots and are intended as a guide to assist the ARB in reviewing plans and other submittals. The provisions of these Standards shall not be construed as absolute rules binding on the ARB. The ARB may issue changes to these Standards from time to time due to changing requirements of governmental agencies, financial institutions, the evolution of the art of community planning, changes in technology, including changes in materials, and other considerations as determined by the ARB.

#### **1.1 Architectural Theme.**

The Pointe at Rivertowne Country Club is a planned residential neighborhood within the Planned Unit Development of Rivertowne Country Club, designed in response to the environmental and cultural heritage of the land. Appropriate residences planned to reflect the heritage that recalls the elegance, simplicity, and grace of the 18th, 19th, and 20th century architecture of the Low Country. The ARB at its sole discretion may approve other traditional styles designed to fit the Low Country topography. No one residence, structure or other improvement should stand apart in design or construction so as to detract from the overall appearance of the neighborhood.

#### **1.2 ARB Commitment.**

The Architectural Review Board is committed to ensuring that the aforementioned standards are carried through. All owners and builders must forward the proper forms and plans according to the following guidelines. This submittal will be reviewed by the ARB and approval or disapproval, in writing, will be issued **within 90 days**. No construction may be commenced prior to issuance of the ARB approval, including installation of the foundations or site work including clearing of any lot. For information, forms or to submit plans, contact the Managing Agent.

### **2.0 Design Review Procedures**

**2.1 Approval Process and Procedures.** The following sequence has been established to provide a systematic and uniform review process of all proposed designs, plans and construction:

1. Payment of Fees and Deposit, Submission of Application & Drawings
2. Preliminary Design Review and Approval
3. Final Construction Documents Review and Approval
4. Landscape Plan Review and Approval
5. Final Inspection upon Completion of Construction
6. Return Deposit

Note: With the increase in development, some plans submitted have been too similar in design with neighboring homes and have been disapproved. In order to assist owners with and streamline the approval process, including saving some owners the cost of redesigning plans, it is suggested that you should submit a conceptual plan for review.

You will need to submit the front and rear elevation of the home plan along with a review application to the Managing Agent.

**2.2 Survey Information.** The Owner will obtain a plot plan survey to include corner pins, wetland boundaries, with easements and buffers. Setbacks and existing utilities must also be included. The survey shall provide the name of the lot owner and be scaled at 1"=10'.

**2.3 Preliminary Plan Approval.** The Owner of any Lot may request a preliminary review of the design of its proposed improvements upon the submission to the ARB of the following (2 sets of plans are required to be submitted): Note: This is not a conceptual submittal.

1. Architectural Review Fee. The review fee including landscaping is \$800.00 for new construction (which will also constitute the fee to be paid for final plan submission as set forth in paragraph 2.4 below). All fees are payable to: The Pointe at Rivertowne Country Club HOA.
2. Schematic site plan at a scale of 1" = 10', showing building and driveway locations and dimensions.
3. Schematic floor plans at a scale of ¼" = 1'.
4. Schematic elevations, showing all sides, exterior materials and exterior colors and accurate grade at a scale of ¼" = 1'
5. Preliminary Review Application.

The ARB shall review such preliminary plans and return them to the Owner marked "Approved" or "Disapproved" as the case may be, together with all conditions and/or changes required by the ARB. As to any preliminary plans marked "Approved" by the ARB, Final Plans must be produced thereafter and must be in substantial conformity therewith, including all required conditions and/or changes provided. However, the approval of preliminary plans shall in no way bind or obligate the ARB to approve the subsequent Final Plans.

The ARB may refuse approval of preliminary plans, location and style of improvements, exterior colors or finishes or other specifications for any reason including purely aesthetic reasons, in the sole discretion of the ARB.

**2.4 Final Plan Submittal and Approval.** Final plans and specifications (hereafter, the "Final Plans") for all improvements proposed to be constructed on any Lot shall be submitted in duplicate to the ARB for approval or disapproval. Final Plans submitted for approval must be accompanied by the Architectural Review Fee of \$800.00 as set forth above if such fee has not already been paid in connection with a preliminary plan submission. Final Plan review will not commence until such time that the fee is paid. In addition, the following items must be submitted with the Final Plans prior to the ARB beginning the Final Plan review process:

1. Site plan at a scale of 1" = 10' showing building location and dimensions, and all areas of the Lot more than five (5) feet outside the building foundation in which any vegetation is to be cut or removed. Any silt fencing or retaining walls required for construction should be shown on the site plan. The site plan shall also indicate the location and dimensions of utility lines and equipment, walks, drives, walls, terraces, decks, pools, etc. (including plans or the location of the irrigation pump, if any, to be installed on the Lot). The property owner must realize that the lot must drain positively without negatively impacting adjacent lots.
2. Floor plans at a scale of ¼" = 1', including calculations showing heated and unheated square footage on a floor by floor basis.



3. Final elevations, showing all sides, exterior materials and exterior colors.
4. Cut sheets of all windows, doors and surround, and exterior light fixtures. If some items like exterior light fixtures are not available these items will be submitted for approval prior to installation.
5. Final Review Application, and all other applicable forms.
6. Landscaping plans.

The ARB may refuse approval of Final Plans, location and style of improvements, exterior colors or finishes or other specifications for any reason including purely aesthetic reasons, in the sole discretion of the ARB.

If found not to be in compliance with these Standards or if found to be otherwise unacceptable to the ARB, one set of Final Plans shall be returned to the Owner marked "Disapproved", accompanied by a written statement of items found not to be in compliance with these Standards or otherwise unacceptable. The ARB may impose an additional review fee for each re-submittal of Final Plans to the ARB.

At such time as the Final Plans meet the approval of the ARB, one complete set of Final Plans will be retained by the ARB and the other complete set of Final Plans will be marked "Approved" and returned to the Owner. Once the ARB has approved the Final Plans for improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion. If such construction is not commenced within six (6) months following the date of approval of the Final Plans, such approval shall be deemed rescinded. The ARB in its sole discretion may grant an extension from this six-month period. Before construction of improvements can thereafter be commenced on the portion of the Property in question, the Final Plans must again be approved by the ARB pursuant to Section 2.4.

**Any modification or change to the "Approved" set of Final Plans must again be submitted in duplicate to the ARB for its review and written approval, and an additional review fee may be required.**

**The construction process must be completed within one year from the clearing of the lot or a monthly fine will be levied.**

**2.4.1 Construction Escrow Deposit.** Construction Escrow Deposit is set by the ARB as of the date the Final Plans are submitted. The Deposit as of the Effective Date of these Standards is \$1,500.00. The fee will be paid by the Owner or Builder. The deposit will be held and used for the purpose and uses set forth in section 2.4.2 of these standards. The ARB reserves the right to waive fees and deposits in the review of owners of multiple lots.

**2.4.2 Purpose and Use of Construction Escrow Deposit.** The Construction Escrow Deposit shall be deposited by the ARB in a construction escrow account established by the Master Association or the ARB. The Construction Escrow Deposit may thereafter be used by the ARB for the following purposes, but not limited to:

1. To pay for the cost to repair or replace any damages caused by the Owner or Owner's builder or subcontractors.
2. To pay for the cost to complete any improvements so that they are in accordance with the approved Final Plans.
3. To reimburse Declarant for its cost to clean, repair, or replace any damages caused by the Owner or Owner's builder or subcontractors.
4. To pay for improvements or maintenance to any common area.
5. To pay for the cost of enforcing any of the Owner's other obligations under these standards and any fines which may have been imposed.

The ARB shall give an Owner prior notice that it intends to use the Owner's Construction Escrow Deposit. The Owner shall thereafter have ten (10) days from the date of the notice to perform the work that the ARB has requested to be completed. If the work cannot be completed during the ten (10) day time frame, the Owner must begin the work and thereafter diligently pursue it to completion. If the Owner, upon receipt of the notice, shall fail to perform the work, then the ARB shall thereafter be free to perform the work, or allocate the Owner's Construction Escrow Deposit to be used at the ARB's discretion. Upon the completion of all work, and approval of all completed work by the ARB, the ARB shall return to the Owner any unused portion of the Owner's Construction Escrow Deposit.

In the event the ARB expends sums on the Owner's behalf as provided above in excess of the Owner's Construction Escrow Deposit, the Owner shall pay the excess to the ARB within twenty (20) days of notice thereof. Any unpaid balance after the twenty-day period will be subject to a 1.5% interest charge each month until the balance is paid in full. The Homeowners Association has the right to collect reasonable fees as a result of unpaid balances, such as attorney and lien filing fees.

In addition to the Construction Escrow Deposit that has been required by the ARB, the ARB shall have the authority to expend money for the purposes set forth in the above and to charge the Owner for reimbursement thereof.

The Construction Escrow Deposit shall be placed in a non-interest bearing account.

**2.5 Failure of the ARB to Act.** If the ARB fails to approve or disapprove any Final Plans or other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within ninety (90) days after receipt thereof, and provided such submittal was a full and complete submittal, in accordance with these Standards, of all items that were to have been submitted to the ARB, and provided the ARB shall again fail to approve or disapprove such Final Plans or other submittals within ten (10) business days after additional written request to act on such items if delivered to the ARB following the passage of the above described ninety (90) business day period, it shall be conclusively presumed that the ARB has approved such conforming Final Plans and other submittals, EXCEPT that the ARB has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory, requirements specified in the Master Association or the Association in which the Lot is located, except where variances shall be expressly permitted therein and EXCEPT FURTHER, that the ARB shall not be deemed to have waived any of the requirements set forth in these Standards. If Final Plans or other submittals are not sufficiently complete or are otherwise inadequate, the ARB may reject them as being inadequate or may approve or disapprove a portion of the Final Plans, conditionally or unconditionally, and reject the balance.

**2.5.1 Appeal Procedures.** Decisions of the ARB may be appealed. If an appeal is desired, it must be submitted in writing with a full explanation including supporting drawings, plans, etc., and signed by the Owner. The appeal must be submitted within 30 days of the date of the contested, written decision of the ARB. The appeal will be considered by The Pointe at Rivertowne Country Club Board of Directors at the next meeting. The Owner, Contractor and Architect may be invited to make a personal presentation before the Board. After hearing the presentation, the Board will make a final decision, which will be conveyed, to the owner within one week of this meeting. The findings of this appeal are final.

The Owner, contractor, and architect are required to comply promptly with the results of the appeal. Failure to do so will result in forfeiture of all or part of the Compliance Deposit and possible legal action.

**2.6 Address of the ARB.** The address of the ARB for delivery of plans and all notices shall be as follows: CAMS, 7301 Rivers Avenue, Suite 160, North Charleston SC 29406.

### **3.0 Buildings**

**3.1 Dwelling Types.** Each Lot may contain only one detached single family dwelling and only such other accessory structures as approved by the ARB.

**3.1.2 Dwelling Size.** The square footage requirements set forth below are for enclosed heated floor area and arc excluding areas in vaulted ceilings, unheated porches of any type, attics, attached or detached garages, carports and unheated storage areas, decks and patios. Any dwelling erected upon any Lot shall contain not less than the following heated floor area: 2400 square feet.

Notwithstanding the foregoing requirements, the ARB shall have the right, in its sole discretion, because of restrictive topography, lot dimensions, unusual site related conditions or other reasons (as determined solely by the ARB) to allow variances of up to ten percent (10%) of such minimum square footage requirements by a specific written variance.

**3.1.3 Maximum Height.** The maximum height for a dwelling is that figure stamped on the final plat and shall be in accordance with the Town of Mount Pleasant. The maximum height for a home in The Pointe @ RTCC is either 38 feet or 40 feet dependent on the specific lot.

**3.1.5 Garages.** The Pointe at Rivertowne is located in a flood zone, and all houses will be elevated and parking located under the structure. Garage entrances located on either side of the structure will be preferred. Front entry will be allowed only by written approval from the ARB. Garage doors are required. The ARB may in its sole discretion, approve detached garages on a case by case basis. Detached garages must be constructed in accordance with the Town of Mt. Pleasant ordinances. All ducts, pipes and wiring in garages shall be concealed from view above the level of the garage ceiling.

**3.1.6 Porticos/Entries.** Covered entries, porticos, and front porches, which are integral with the design of the main house, are encouraged. Columns and handrails of compatible traditional detailing are encouraged as a proper detail element to the entrance. Cornices, exterior trim and detailing around window and door openings must be presented on the elevations. A cut sheet of the entry door and surround must be provided.

Porches may be screened, details of porch construction including columns, cornices, stairs, etc., shall be provided.

**3.1.7 Facade Treatments.** Variety is encouraged on facade treatments. The ARB may deny similar elevations in close proximity to one another. Symmetry is encouraged and massing and proportions will be considered in the ARB review.

**3.1.8 Roofs.** Roofs and roof pitches should be in proportion to the overall size and shape of the house. Acceptable roofing materials are minimum twenty-five (25) year warranty, architectural style. Alternative roofing materials are discouraged, but will be reviewed on a case by case basis. All specific roof materials to be used must be approved in writing prior to commencement of construction. Roof vents, roof power vents, plumbing vent pipes and skylights will not be permitted on roofs visible from the front elevation. Roof vents, roof power vents, rain diverters, skylight housings, plumbing vent pipes and non-copper flashing shall be painted to blend with the roof shingles, except that flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate. Any other roof treatments or features (i.e., ridge vents) shall be so noted on the architectural plans and approved by the ARB.

**3.1.9 Exterior Materials and Colors.** Exterior materials of brick, stucco, wood or cement fiberboard shall be specified on plans and approved by the ARB. Exterior Insulation Finish Systems (EIFS) materials will not be permitted. Use of vinyl siding will not be allowed. Vinyl as approved by the ARB will be allowed for fascia, soffits and windows.

Horizontal siding (wood, cement · fiberboard) must be fully and properly finished. Natural weathering of exterior wood materials is not desired. Imitation or brick-like materials may be used only upon prior written approval by the ARB.

Color schemes are subject to the approval of the ARB. Samples of proposed exterior materials and colors for all surfaces must be submitted as part of the Final Plans.

**3.1.10 Porches and Decks:** The size and design of porches and decks should be architecturally compatible with the house. Porch and deck support columns constructed of masonry shall be at least 10" X 10", and porch and deck support columns constructed of wood shall be at least 6" X 6" (with base and capital detailing). Space below decks should be screened with lattice, shrubbery or other means appropriate to the house design. Patios and uncovered decks shall be in the rear yard Building Envelope.

**3.1.11 Chimneys.** Chimneys should be appropriately incorporated in the overall design of the house. A metal flue must be installed with an appropriate shroud.

**3.1.12 HVAC Equipment.** No air conditioning or heating apparatus shall be installed on the ground in front of, or attached to any front wall of any residence on a Lot. Air conditioning or heating apparatus shall be screened from view from the street and adjacent homes by landscaping and/or fencing. Suitable fencing shall be 4' high with lattice louvers or brick lattice and a design acceptable to the ARB.

Solar panels will be reviewed on a case by case basis by the ARB. Home Modification paperwork must be submitted prior to any work commencing.

**3.1.13 Attachments, Satellite Dishes and Antennas.** No permanent attachment of any kind or character whatsoever (including, but not limited to, television and radio antennas, solar energy-related systems, satellite or microwave dishes or similar improvements) shall be made to the roof or exterior walls of any building or otherwise placed or maintained on any Lot unless the location of such attachments or devices are approved in advance in writing by the ARB. Appropriate screening will be required.

**3.1.14 Windows and Shutters.** Windows should generally be the same type and style all around the house. Thermal pane windows are preferred. Shutters should fit the proportion and shape of the windows. Window cut sheets must be submitted for ARB approval.

**3.1.15 Exterior Lighting.** Exterior lighting must be limited to areas within the Building Envelope of the Lot. Exterior lighting shall be located so as not to result in excessive glare or interfere with the privacy of nearby dwellings. Flood lights shall be hooded. An exterior lighting plan with locations and cut sheets is required for ARB approval. Low level (24 inches or less in height) low voltage lights along walks are generally permitted without ARB review.

**3.1.16 Mailboxes and House Identification.** Each home is required to have a mailbox. The mailbox is to be installed at the owner's expense in conformance with the design schematic included in these guidelines. Newspaper boxes are strictly prohibited. Mailboxes may be installed only in a location approved by the ARB and in accordance with the Post Office general routing plan. Mailboxes and residences must be numbered. The Board encourages box/square type lettering on both sides of the mailbox. If an owner's mailbox is damaged, the owner should contact the managing agent or notify the ARB to order a new one.

**3.1.17 Electric Transformers and Refuse Containers.** All electric transformers and all refuse containers stored outdoors must be screened from view by methods and with materials approved by the ARB. Builders must consult with applicable service or utility provider prior to planting near or around the transformers.

**3.1.18 Foundation.** The Pointe @ Rivertowne is in a flood zone, therefore raised foundations are required that meet current flood standards as set by the Town of Mount Pleasant. Standards in The Pointe require that all residences be elevated. Raised foundations shall have exposed foundation piers or pilings covered by lattice, louvers or breakaway walls. The design and screening of the exposed foundation piers or pilings shall be approved by the ARB.

## **3.2 Appurtenances**

**3.2.1 Golf Course Easements.** No lot owner will restrict access of any residential lot in The Pointe by Golf Club owners or its users for purposes such as, but not limited to, control and maintenance of all lakes, ponds, lagoons or other such bodies of water and the flight and retrieval of golf balls.

**3.2.2 Pools, Therapy Pools, and Spas.** Pools will not be allowed outside of the Building Envelope area, except in limited circumstances as approved by the ARB. Pool decks may encroach outside the Building Envelope area no closer than ten (10) feet to any property line and the location complies with Mount Pleasant regulations. Pool and pool equipment enclosures must be architecturally related to the residence and other structures in their placement mass and detail. Such structures shall be screened or treated so as to avoid distracting noise and views. Screened enclosures of tubular design will not be approved over pools. Pump houses and filter rooms will be integrated into the landscape and compliment the home's detailing. No above ground pools are allowed. No diving boards or slides are permitted.

**3.2.3 Play Equipment.** Elements of a planned park or playground, swing sets and similar outdoor play areas, structures and equipment must be located where they will have a minimum impact on adjacent Lots and where they will be best screened from general public view. Play equipment must be located in the middle half of the rear of the lot on the non-street side buffers.

**3.2.4 Tennis Courts.** Tennis courts and practice backboards will not be allowed on the Lots.

**3.2.5 Fences/Walls.** The ARB, prior to any installation, must approve the location, materials, size and design of all fences and walls in advance and in writing.

1. Materials: When constructing a fence, the finished side must face the neighbor. The following materials will not be approved: prefab wood, prefab brick, board-an-board, chain link, welded wire, hog wire or any kind of wire. (Note: Any wire fencing in place prior to July 2005 was approved by the former architects. The current ARB does not permit any wire fences.)
2. Location: No fence or wall shall be erected, placed or maintained on a Lot nearer to any street fronting such Lot than the front building corner of the main dwelling constructed on such Lot. On a corner Lot the fence may not extend beyond the outermost wall of the house, and must be screened from the street with landscaping. Walls and fences constructed must conform to the ARB restrictions on removing trees.
3. Waterfront and Golf Course Lots: No fence or wall shall be erected, placed or maintained on a Waterfront Lot which will substantially obstruct Primary Views as determined by the ARB in its sale discretion. Golf Course easements apply.
4. Maximum Height: Fences and walls shall not exceed four (4) feet in height unless the ARB in its sole discretion permits in writing a higher fence.
5. General: Once approved fence or wall has been erected on Lot line that approved fence or wall generally will be the only approved fence or wall to be erected on that lot line. Double fencing by adjoining Lot Owners will generally not be allowed on side or rear lot lines. The finished side shall face the neighbor.
6. Maintenance: All approved fences or walls will be maintained and kept in good repair and appealing in appearance at all times.
7. Golf Course: Those lots which abut to the golf course, fences will comply with golf course easements.

**3.2.6 Retaining Walls.** The use of retaining walls on Lots will generally be permitted where their omission would result in excessive slopes, erosion, excessive maintenance or extensive clearing. Retaining walls visible from streets, or from adjoining Lots must be constructed of, or faced with, materials of a type approved by the ARB. All such walls must be designed to be structurally sound and properly drained.

#### **4.0 Building Envelope and Driveway.**

**4.1 Building Envelopes.** Please note that SC DHEC requires a 35' set back from the critical line. The Pointe has been grandfathered with a 20' disturbed buffer and a 30' building set back from the critical line. Unless otherwise approved by the ARB a 15' side yard setback should be maintained. Front yard setbacks should be 25' unless a lesser set back is approved by the ARB. (Note: Setbacks will be no less than those established setbacks by The Town of Mt. Pleasant.) The ARB will control the location and orientation of the house within the Building Envelope to maximize the aesthetics of the landscape.

**The ARB reserves the right to require more restrictive setbacks than the town.**

**4.2.1 Driveways.** Sidewalks and Utilities. The ARB may also establish areas of the Lot in which the driveway, sidewalks, and utility lines must be located. Driveway location will vary on each Lot depending on the Lot size, shape, topography, vegetation, placement of the Building Envelope, sight distances at the entry to the public street and the location of other houses and access drives in the vicinity. Driveways should be constructed of brick or lightly brushed concrete.

**4.4 Exceptions/Variations.** The ARB may make exceptions to the size, shape and location of the Building Envelope and designated driveway, sidewalk and utility area. The ARB will consider proposed modifications only if their implementation will not result in a significant adverse impact upon the natural features of the Lot or neighboring Lots. Any request for a variance of the setbacks would be addressed to the Town of Mount Pleasant.

#### **5.0 Grading and Drainage.**

**5.1 Grading and Excavating:** As part of the Final Plans a Lot Owner must submit a grading plan along with the site plan. Approval of the grading plan must be obtained from the ARB (as part of the approval by the ARB of the Final Plans) prior to moving or removing any dirt from any Lot. No grading shall be permitted on a Lot without first obtaining such authorization from the ARB.

**5.2 Drainage.** Generally, each Lot should be graded such that water drainage onto adjoining Lots is avoided; slopes should be created to direct runoff to the nearest natural drainage areas or storm drainage facilities. Water runoff and control is the responsibility of each Lot Owner relative to such Owner's Lot. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lots.

The ARB shall have the authority, at its sole discretion, to require that the Final Plans for any Lot include a drainage plan for the Lot. Drainage is to flow to the front or rear of the property.

**5.3 Erosion and Sediment Controls.** Must comply with the Town of Mt. Pleasant Ordinances.

**5.4 Protection of Vegetation.** Must comply with the Town of Mt. Pleasant ordinances.

**5.5 Fines for Unauthorized Cutting.** The ARB shall have, in its sole discretion, the right to notify the Town of Mt. Pleasant for any unauthorized cutting or removal of trees.

**6.0 Diligent Construction.** All Improvements to be constructed on a Lot must be completed within one (1) year following commencement of the clearing of the lot, unless a longer time is approved in writing by the ARB.

**7.0 Construction Rules.** Attached as Appendix 2 to these Standards are the construction rules for all Owners and contractors. The ARB reserves the right to amend such Rules from time to time in its sole discretion. All construction must proceed in accordance with the rules.

**8.0 Zoning and Other Governmental Regulations.** In addition to complying with the requirements imposed by this Association, the Owner of any Lot must comply with all zoning and other applicable governmental laws, rules and regulations, warranties that the Owner's plans, Final Plans or Improvements comply with any governmental requirements.

**9.0 Signs.** No sign may be placed on a Lot except for signs approved in writing by the ARB. The only other signs or documentation that may be posted at a residence on a Lot during construction are grading and building permits. Business signs or other forms of advertisement not approved in writing by the ARB are not permitted. Grading and building permits must be attached to a post in a manner protected from the elements; in no event may building permits or any other signage documentation be attached to trees.

**10.0 Remodeling and Additions.** Lot owners desiring to remodel existing Improvements and/or to construct additions to existing improvements shall follow these Standards as if such remodeling or addition were new construction. All criteria governing site location, grading and excavating, structures, roofs, landscaping and aesthetics will apply to remodeling and additions to the same extent as to new construction.

Each homeowner is required to submit an application to The Pointe HOA ARB for any type of exterior change to the home. This includes but is not limited to: exterior paint, remodeling, addition, pool installation, fence installation, driveway expansion, major landscape changes, addition of play equipment, etc. and any other exterior work that requires a permit from The Town of Mount Pleasant. The ARB will notify the homeowner within 30 days of request.

A Modification Review fee of \$50.00 is required at the time of application. If an existing home modification is done without ARB approval, a fine of up to \$500.00 can be issued until the application and \$50 fee is submitted. Further fines can be imposed if ARB approval is not obtained.

## **II. Landscape Design Standards**

**Maintenance of Natural and Introduced Vegetation or Landscaping:** Each Owner is responsible for maintaining in a healthy condition all natural and introduced vegetation on its Lot. Removal of dead or diseased plant material must be done on a regular basis in accordance with the best practices for the plant material involved. Maintenance of plant materials and landscaping required of the Owner includes all planting beds, trees, shrubs, flowers, ground cover and lawn areas, including any pine straw covered areas. The ARB shall have the authority to visit and inspect Lots on a regular basis or at times that, in its opinion, are appropriate for such inspections to determine if proper care and healthy condition of all plant materials and landscaping is being maintained. If an Owner fails to maintain all plant materials within a Lot in the manner described herein, the ARB may remedy such failure by whatever methods it

deems necessary and appropriate. The Owner shall reimburse the ARB for all expenses incurred by it in performing its duties under this Paragraph:

**Landscape Design:** When reviewing specific landscape plans, the ARB will consider the various relationships of house to site, house to house, views, prevailing breeze, solar orientation, marsh view, ponds and other amenities. The ARB has the authority to approve or disapprove landscape plans for individual residences at its discretion including solely aesthetic considerations. The ARB has the authority to establish minimum criteria of specific plants, plantings and or tree recommendations.

The ARB requires that landscaping designs must include at least four (4) trees of at least 3 inches in diameter and that at least two (2) of these must be trees other than palms or palmettos. These trees must be located in the front or close to the front of the house on the side yard.

**Landscape Submittal Requirement:** A landscape plan can be submitted at any time but must be submitted and approved **no later than the time of the concrete pouring of the driveway** on the property. The start of landscape installation cannot begin without ARB approval. The ARB will have up to 90 days to approve the landscape plan. Landscaping must be completed no later than 30 days after completion of the residence; otherwise the ARB shall have the discretion and authority to fine Owners up to \$100.00 per day from date of acceptance until the landscaping is completed.

The landscape plan must show all proposed site structures and features including drives and turnarounds, walks, patios, decks, fences, pools, spas, mailboxes, utility boxes, HV AC units and any other site features. Existing vegetation to remain should be specifically located and labeled.

The location, type and quality of all proposed planting must be accurately described on the plan. A complete plant list is required indicating the size, quality and spacing of the proposed plantings. Areas to be mulched or planted as a lawn must be shown. All front and side yards must be sodded. Side yard is defined as the area from the rear corner of the house forward, toward the street. With respect to side yard sodding, corner lots will be reviewed on a case-by-case basis in conjunction with the landscape plan as a whole.

**Irrigation:** Irrigation systems must be approved in writing by the ARB. No irrigation will be permitted from ponds, lagoons, etc.

### **III. Common Area Regulations including Dock and Park**

The Pointe Property constitutes common area property (herein referred to "common area property") owned by The Pointe HOA, including but not limited to common landscaped areas, neighborhood ponds, The Pointe Park and Dock.

1. Any homeowner who is delinquent in the payment of any (a) homeowner assessment, (b) any fine imposed for violations of the covenants adopted by The Pointe HOA, or (c) any interest, penalty or fine pertaining to the foregoing, may not enter upon or use any part or portion of The Pointe common area property. This regulation shall apply to the homeowner or homeowners of record, members of their immediate family, and the homeowners' tenants or guests, if any.
2. Any persons who shall (a) disobey posted rules of conduct regarding use of the common area property grounds, improvements, or equipment, including the electric or gas lighting, parking areas, boardwalks, picnic areas, fixed pier and pavilion and/or floating dock, or (b) shall engage in intentional or criminal misconduct in regard to the aforementioned common area property, may be barred from entering upon or using any part



of the common area property for a period of time to be determined by the Board of Directors of The Pointe HOA.

3. Any person who shall be found to have entered upon or used the common area property in violation of the prohibitions set forth above may be charged by The Pointe HOA with trespass or other applicable legal action.
4. The Pointe HOA Dock and Park area, including the parking area, boardwalk, picnic shelter, swing, pier, dock pavilion and floating boat slips are for the enjoyment of The Pointe HOA members, tenants and their guests only.

Unauthorized visitors will be asked to leave the premises immediately.

5. Boats slips at The Pointe HOA Dock are for the use of The Pointe property owners only. No guest boat storage is permitted. Boats must be registered annually with The Pointe HOA property Management Company. Boats not properly displaying the annual "The Pointe Boat Sticker" will be towed immediately and at the owner's expense. Overnight boat slip use is permitted for a period of 48 hours at a given time.
6. Formal gatherings of larger than 12 individuals on any The Pointe HOA property, including The Pointe Dock and Park area, whether property owners or a mixture of owners and guests, must be approved by the Board of Directors a minimum of two weeks prior to the gathering. If not approved prior to the gathering, parties of larger than 12 individuals will be asked to disband and vacate the premises. Organizers will submit an application, a waiver of liability, and a refundable \$250 deposit to The Pointe HOA Board of Directors, at a minimum of two weeks prior to the event. The Pointe HOA Board of Directors reserves the right to permit or deny a gathering of larger than 12 individuals.
7. Any type of fire, incendiary device or fireworks of any kind, including sparklers, roman candles, pop caps, and tiki torches are prohibited on any The Pointe HOA property, including The Pointe Dock and Park area.
8. Smoking is not permitted on the pier or floating dock at any time.
9. Children under the age of 12 years old must be accompanied at all times by an adult at The Pointe Dock and Park.
10. Any fishing related items left tied to the dock, such as crab pots, crab traps, and/or bait buckets must be clearly labeled with the owner's name and street address. Items tied to the dock that are not labeled will be removed and discarded at the owner's expense.
11. Removing crabs, bait or fish from fishing items tied to the dock that do not belong to you is considered stealing and will be prosecuted to the fullest extent of the law.
12. If fish are cleaned or crab pots are checked on the dock surface, fishermen are asked to rinse the area with river water to avoid unsightly stains and attracting birds and animals to the area.
13. All use of common property shall be at your own risk. The HOA bares no responsibility or liability for you, your guest, belongings or property. You will be financially responsible for any damages to the dock or common property.
14. The Wando River current is very strong current; enter the water at your own risk!
15. Jumping or diving from the raised pier/dock, railings, roof or gazebo is strictly prohibited.
16. Violators are subject to fines and or criminal prosecution.

#### **IV. Pond Landscaping and Setback Use Guidelines**

The ponds at The Point are an intrinsic part of the Community, both as an ecosystem and as a component of the drainage system. It is a valuable wildlife habitat as well. All water bodies should have some form of natural vegetative buffer, preferably native grasses and shrubs along their edges. This buffer helps to prevent erosion and aids in limiting chemical and fertilizer runoff, thereby maintaining the natural health of the ponds. The buffer can also help reduce encounters with alligators by preventing them from coming out of the water into yards and common areas.

The pond edges are best kept in a natural state to encourage the growth and establishment of aquatic plants and terrestrial grasses, and minimize larger woody vegetation. Wax myrtles and black willows are the two

common species along the ponds edge, but they can cause problems of their own. Dumping of lawn clippings, landscape debris or storage of foreign materials near the pond is prohibited. Attached is a list of appropriate plants, shrubs and small trees suitable for use along the shoreline.

Property Owners adjacent to the ponds are responsible for regularly maintaining their waterfront area in an orderly condition, to prevent embankment erosion. They also need to avoid creating or facilitating any situation that interferes with the proper functioning of the Community's storm water management systems and facilities that are a part of the ponds.

First and foremost the ponds in our neighborhood are designed for storm water detention and capturing sediment before the water flows to the marsh. All ponds have a designated 20-foot setback buffer around them to allow HOA access for maintenance which may include but not is limited to, chemical treatment of the water to maintain the quality, periodic dredging and removal of accumulated sediment, clearing of drainage pipes within system or selective vegetation removal.

Any use or change within the pond setback buffer by the adjacent home owner such as landscaping, construction of a fence or a structure is prohibited without first submitting an application to ARB for review and approval. Final approval is at the sole discretion of the Board of Directors. Any approved use within the setback by an adjacent home owner may be subject to removal for any maintenance issue deemed necessary or required by HOA. Removal and replacement of any home owner improvements within the setback buffer for example, landscaping, fencing, structures and personal property will be done so at the expense of the home owner with no exceptions.

### **Pond Zones and Plant Recommendations**

**The Littoral Zone** – the area below the water line that is too deep for emergent plants but still shallow enough that sunlight can penetrate through the water to the bottom. The littoral zone usually is 1 to 4 feet deep but may be deeper if the water is very clear. Many aquatic plants that grow in the littoral zone can be invasive, especially in shallow stormwater ponds, so it is important to manage submersed and floating-leaved vegetation to prevent clogged outfalls and fish kills.

#### **Plants for the Littoral Zone:**

Coontail *Ceratophyllum demersum*

Tape-grass *Vallisneria spiralis*

**The Emergent Zone** – the part of the bank slope that lies below the water line but is shallow enough to allow emergent aquatic plants to root in the submerged soil and grow upward above the water's surface. The emergent zone is usually less than 12 inches deep. Avoid emergent plants that have a "creeping" lateral growth habit such as water primrose and alligatorweed. Vertical plants are easier to manage in the emergent zone.

#### **Plants for the Emergent Zone:**

Pickrelweed *Pontederia cordata*

Arrowheads *Sagittaria latifolia*, *S. lancifolia*

Arrow Arum *Peltandra virginica*

Lizard's Tail *Saururus cernuus*

Alligator Flag *Thalia geniculata*\*

Golden Canna *Canna flaccida*\*

White Star Sedge *Dichromena colorata*\*

**The Riparian Zone** – the part of the bank slope that lies above the water surface but where the soil remains permanently wet and saturated. The riparian zone often is inundated with water when pond levels rise during storms. Plants that thrive in this zone need moist soils and can withstand extended periods submerged under water but prefer to grow at or just above the water line.

**Plants for the Riparian Zone:**

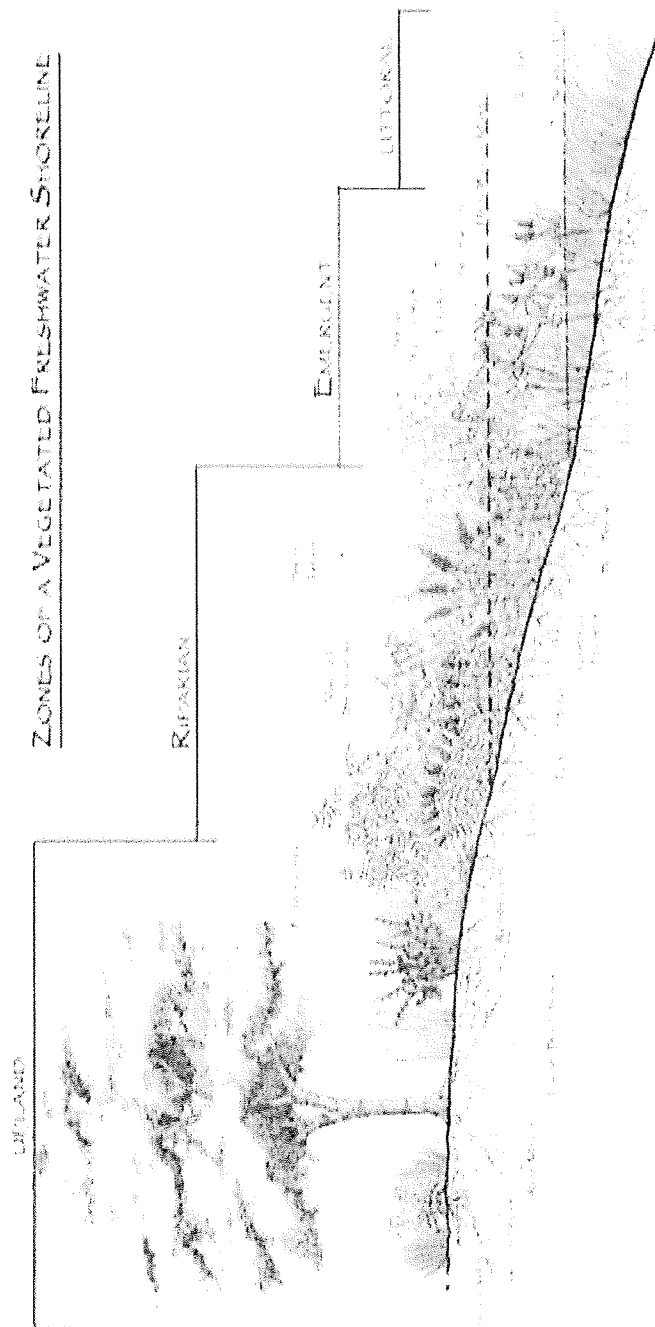
Soft Rush *Juncus effusus*\*  
Bulrush *Scirpus spp.*\*  
Louisiana Iris *Iris (hexagonae group)*  
Blue/Yellow Flag *Iris virginica, I. pseudocoris*  
Spider Lily *Hymenocallis palmeri*  
Mallow Hibiscus *Hibiscus moscheutos*\*  
Swamp Sunflower *Helianthus angustifolius*\*  
Cardinal Flower *Lobelia cardinalis*  
Bog Lily *Crinum americanum*  
River Oats *Chasmanthium latifolium*\*  
White-top Sedge *Dichromena colorata*\*  
Lizard's Tail *Saururus cernuus*\*

**The Upland Zone** – the part of the bank slope above the riparian zone where soils do not stay permanently moist. This zone often is very dry because the slope forces water to runoff rather than seep into the ground. Upland zones with very steep slopes will need plants that are very drought tolerant. In most cases, the ornamental plants that are commonly used in the home landscape are useful in this zone. Residents that live next to stormwater ponds in residential neighborhoods should avoid planting trees and large shrubs on the bank slopes. Perennials and grasses are best in this zone.

**Plants for the Upland Zone:**

Native Grasses\* (Weeping Love Grass, Big Bluestem, Muhly Grass, Switchgrass, Indian Grass)  
Native Perennials (Butterfly Weed, False Indigo\*, Tickseeds, Coneflower\*, Hardy Ageratum, Blazing Star, Verbena\*, Goldenrod)  
Other Perennials (Sunflower *Heliopsis*, Daylily\*, Bearded Iris\*, Red Hot Poker, Lantana\*, Lavender\*, Creeping Phlox, Salvia, Stonecrop, Purple Heart)

**\*Special note\*** Many ponds have large populations of ducks and geese which can damage shoreline plants by trampling and grazing. Plants marked with an asterisk (\*) are known to be resistant to waterfowl damage.





## **APPENDIX 1 - ARB Application for New Home Construction**

### **The Pointe at Rivertowne Country Club HOA**

#### **Review Fee Schedule**

All Property owners that have a vacant lot will be required to submit a three hundred dollar (\$300.00) impact fee in addition to the Architectural Review Board review fee of eight hundred dollars (\$800.00) and also a refundable construction deposit in the amount of fifteen hundred dollars (\$1,500.00) if you are planning to construct a custom home. The checks for each fee will need to be submitted as outlined below:

| <b><u>Fee Description</u></b>        | <b><u>Amount</u></b> | <b><u>Refundable?</u></b>                     | <b><u>Made Payable To:</u></b>                        |
|--------------------------------------|----------------------|-----------------------------------------------|-------------------------------------------------------|
| Impact Fee                           | \$200.00             | No                                            | The Pointe HOA                                        |
| Impact Fee                           | \$100.00             | No                                            | Parker's Island POA<br>(First Service<br>Residential) |
| Review Fee                           | \$800.00             | No                                            | The Pointe HOA                                        |
| Construction Deposit<br>(refundable) | \$1500.00            | Yes – upon Final<br>Approval of<br>Completion | The Pointe HOA                                        |

**A separate check for each fee is required.**

The impact fee is required due to common property being damaged by construction trucks during construction. The Parkers Island Board of Director's and The Pointe's Architectural Review Board approved this fee to build a reserve to accumulate funds for future repairs in the Rivertowne Country Club community.

**If you have any questions, please contact The Pointe's Association Management Company:**

**CAMS**

**7301 Rivers Avenue, Ste 130**

**N. Charleston, SC 29406**

**Mount Pleasant, SC 29466**

**Email: [dsmith@camsmgt.com](mailto:dsmith@camsmgt.com)**

THE POINTE AT RIVERTOWNE COUNTRY CLUB HOA

ARCHITECTURAL REVIEW BOARD

Property & Project Information

Date: \_\_\_\_\_ Street Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Architect/Designer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Landscape Architect/Designer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Surveyor: \_\_\_\_\_

Work to be Conducted: \_\_\_\_\_

Please note the Primary Contact Person for all communication during construction:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Cell #: \_\_\_\_\_

**The Pointe at Rivertowne Country Club HOA**

**ARB - REQUEST FOR NEW HOME REVIEW**

Date Submitted: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

Owners Name: \_\_\_\_\_

**Circle One:**      **Preliminary**                      **Plans**      **Final Plans**

1. Has the house been designed according to the Standard residential building codes, especially in regard to wind resistant construction? \_\_\_\_\_ Yes      \_\_\_\_\_ No
2. Has an attempt been made to minimize the amount of site to be graded?      \_\_\_\_\_ Yes      \_\_\_\_\_ No
3. Has an attempt been made to minimize the removal or damage of existing trees?      \_\_\_\_\_ Yes      \_\_\_\_\_ No
4. Has an attempt been made to minimize the effect on primary views from adjacent properties?      \_\_\_\_\_ Yes  
\_\_\_\_\_ No
5. Ground Level: \_\_\_\_\_ MSL
6. Height of structure (highest roof range) above this point: \_\_\_\_\_ MSL
7. First Floor elevation: \_\_\_\_\_ Second Floor elevation: \_\_\_\_\_
8. Square Footage: 1<sup>st</sup> Floor: \_\_\_\_\_ 2<sup>nd</sup> Floor: \_\_\_\_\_ Total Heated: \_\_\_\_\_  
Unheated porches/decks: \_\_\_\_\_
9. Are any variances from the Architectural Review Board standards being requested under this application?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please describe in detail and give a reason for the variance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Describe type of material and color for exterior finishes for the following:  
Provide color samples for all exterior paint, detailed cut sheets on all doors and window and shingle sample.  
Paint Brand \_\_\_\_\_

- a. Siding Type: \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- b. Trim Color Code & Name: \_\_\_\_\_

- c. Doors Type: \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- d. Foundation Screening (louvers) Type : \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- e. Garage Door Type: \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- f. Shutters Type: \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- g. HVAC Screening Type: \_\_\_\_\_ Color Code & Name: \_\_\_\_\_
- h. Roof Type: \_\_\_\_\_ Color \_\_\_\_\_ Color Code and Name if Metal: \_\_\_\_\_
- i. Paving Type: \_\_\_\_\_ Color/Brick Sample: \_\_\_\_\_

**If original colors were approved and a change is requested, all new color choices must be submitted to the ARB 30 days in advance of painting.**

11. Has a structure within The Pointe been previously constructed from these plans?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please give Address: \_\_\_\_\_

**Please include the following information (in accordance with ARB Guidelines) with your submittal: \_\_\_\_\_**

Site Plan (2)

\_\_\_\_\_ Elevation drawings (2)

\_\_\_\_\_ Floor Plans (2)

\_\_\_\_\_ \$800 Review Fee (*Payable to The Pointe*)

\_\_\_\_\_ Impact Fees (2 checks) \$100 (*Payable to Parker's Island*) and \$200 (*payable to The Pointe*)

\_\_\_\_\_ \$1500 Constructions Deposit (*Payable to The Pointe*)

\_\_\_\_\_ Exterior color samples **required 30 days in advance of work**

\_\_\_\_\_ Landscape Plan (2 Copies) **required 30 days in advance of work**

\_\_\_\_\_ Photo rendering of any sign to be placed on property including dimensions

**Anticipated Start Date to Clear Lot: \_\_\_\_\_ From  
date the clearing of lot commences, construction must be completed in one year.**

**To the best of my knowledge, the foregoing statements are true.**

\_\_\_\_\_  
Owner/Builder/Architect Signature

\_\_\_\_\_  
Date

Review Fee \$ \_\_\_\_\_ Check # \_\_\_\_\_ Paid By: \_\_\_\_\_

Impact Fee \$ \_\_\_\_\_ Check # \_\_\_\_\_ Paid By: \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Check# \_\_\_\_\_ Paid By: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_



The Pointe at Rivertowne Country Club HOA/ARB Construction Deposit Date:

\_\_\_\_\_

\_\_\_\_\_ New Construction

\_\_\_\_\_ Major Improvements to existing structure

Lot Number, Phase and Street: \_\_\_\_\_/ \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SC License Number: \_\_\_\_\_

---

AGREEMENT

I, \_\_\_\_\_, as contractor for the construction project described above, do hereby submit this deposit in good faith to The Pointe at Rivertowne Country Club HOA Architectural Review Board for assurance that the construction will be implements in accordance with the final plans as approved by the Architectural Review Board.

I further agree that:

- I. I have read the Architectural Design Standard and Guidelines, the Contractor Guidelines and Declaration of Covenants and Restrictions and do agree to follow these in full understanding.
- II. I agree to construct and fulfill the plans and specifications as approved for this project in the final review by the Architectural Review Board. Any changes to these plans will be first approved by the Board, prior to implementation.
- III. I understand that the deposit submitted will be returned in full after a satisfactory inspection, unless a deduction is necessary for any corrections to changes not approved by the Board prior to implementation and/or any fines not paid as issued.
- IV. I am responsible for the behavior and actions of all workers contracted to do work on this job while they are at work.
- V. I am responsible for maintaining a clean construction site at all times and understand that I am bound by the restrictions covered under the Architectural Compliance Guidelines.
- VI. I agree to keep the lot free from all trash and debris on a daily basis and to keep the lot clean and to work only during the construction hours as outlined in the ARB Guidelines/Contractor Guidelines.
- VII. **TRASH:** Paper Products will be cleaned daily. I recognize that the wind could blow trash onto surrounding lots, thus I will keep such trash that could be blown from out worksite to surrounding lots, including lots across the street, picked up. If severe weather occurs all lots must be secured to prevent a potential threat to exisiting homes.
- VIII. **SILT FENCE:** Erosion control devise maintained daily and installed properly. All tree that are to remain must be protected in regards to the drip line with protective fencing.

- IX. **DEBRIS:** Building materials will be removed by each sub-contractor at the appropriate time. No debris will be deposited on any adjacent lots.
- X. Furthermore, I agree that such trash and debris will be hauled off the lot and The Pointe at Rivertowne Country Club HOA property and I recognize that if my Builder or any sub-contractor is proven to have dumped any trash or debris on The Pointe at Rivertowne Country Club HOA property, I will pay a determined fine in the amount of damages (such as cost to remove) and I will make such payment within 30 days of receiving an agreed upon bill.
- XI. I have read the contractor guidelines supplied in Appendix 2 including the fine schedule and I agree to adhere to the guidelines. If I do not adhere to the Guidelines I agree to the fine schedule as noted.

Notification of violations and/or fines will be done by email including photos if applicable.

Email contact for fine notification (print): \_\_\_\_\_

This application, agreement, and deposit made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Deposit Date: \_\_\_\_\_ Amount \_\_\_\_\_ Check # \_\_\_\_\_

## **The Pointe at Rivertowne Country Club HOA ARB Contractor Guidelines and Fine Schedule**

### **APPENDIX 2 – Contractor Guidelines and Fine Schedule**

It is hereby affirmed that the contractor is ultimately responsible for the conduct and actions of his subcontractors and any other personnel associated with his project.

#### **1.0 Construction Repair Work Hours.**

**1.1 Regular Hours.** 8:00 a.m. Through 6:00 p.m., Monday through Saturday (excluding the following Holidays: Christmas Day, New Years Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day). Quiet work (no saws, no compressors, no heavy equipment, etc.) may begin at 7:00 am. Some quiet work and cleanup may be done between 6:00 pm and 7:00 pm. No work is allowed on Sundays. (The only exception will be work needed to secure the property in case of an oncoming storm.)

**1.2 Overtime/Holiday/Weekend Hours.** Permission may be granted for work to be conducted outside the normal working hours provided it is quiet work. Hammers, saws, power tools, electric or gas equipment may not be used. All requests must be made to the ARB twenty-four hours in advance.

#### **2.0 Conduct.**

- No loud or offensive language is allowed.
- Radios are permitted only if they cannot be heard beyond the property lines.
- Contractor and personnel may not bring pets onto the property.
- No firearms are allowed.
- No alcoholic beverages may be taken onto any job site or consumed on the job site or any other property by the builder, contractor, subcontractor or personnel.

**3.0 Rubbish and Debris.** In order to maintain a neat and orderly appearance at all times, the contractor shall keep the construction site free of trash, litter and scrap lumber by **daily clean up**. A dumpster of sufficient capacity is required on site. The dumpster must be emptied and all debris hauled away on an as-needed basis before it is filled to overflowing. Preventative measures must be taken to ensure lightweight trash (i.e., lunch debris, roofing paper, foam sheathing, etc.) is secured at the end of the day. Any trash that blown onto other lots, onto Common Areas, onto ponds or lagoons or natural areas must be cleaned up by the contractor's personnel. A fine will be imposed for trash not cleaned up. It is imperative that in case of a Hurricane or Tropical Storm warning, all debris be secured, all dumpsters be emptied, and all materials be secured by the contractor personnel before the storm arrives. Fines will be imposed on the contractor or builder if this is not done.

**4.0 Dumping and Littering.** Absolutely no dumping is permitted on any property. Those parties found guilty of dumping will be fined \$500.00 for each occurrence. Contractors shall be held responsible for debris falling from construction vehicles associated with their project.

**5.0 No Burning or Burial.** Burning or burial of construction debris or vegetation is prohibited.

**6.0 Street and Sidewalk Cleaning.** Approximately once each week near the end of the week, the contractor must remove construction dirt, mud, and gravel from the street adjacent to the job site, including any dirt on the road way that has dirt or mud tracks from equipment on the road. When clearing the lot, excavation, dirt delivery, heavy grating or any other work that is done creating excessive mud and/or dirt in the street, **daily cleanup is required.** Sidewalks must be kept in clean and unobstructed conditions at all times. The curb and sidewalk must be properly and aesthetically maintained as other lots and common areas. This includes weekly edging, weed-wacking or weed killer during growing season.

**7.0 Silt Fences.** Silt fences and/or other devices for sedimentation control must be installed where required and maintained continuously throughout the construction process.

**8.0 Dumpsters.** Dumpsters must be confined to the property where construction is underway. They are not allowed to be placed on adjoining lots, sidewalks, curbs or streets. They must be emptied before overflowing.

**9.0 Materials Storage.** Construction materials, equipment or debris of any kind' must be stored at least eight feet (8') behind the street curbing. No materials may be stored on any street, curb, sidewalk area, or area between streets and sidewalks or on any adjacent lots. Utility easements must be kept clear of all construction materials and debris.

**10.0 Toilets.** An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction, in as inconspicuous a location as possible.

**11.0 Trailers.** No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area of The Pointe, North Creek or Cypress Cove, except as approved in writing by the ARB.

**12.0 Construction Access.** During the time a residence or other Improvements are being built, all construction access shall be confined to the approved driveway for the lot.

**13.0 Parking.** All vehicles must be parked so as not to impede traffic or damage vegetation. No vehicles (trucks, vans, cars, trailers, construction equipment, etc.) may be left parked on any street overnight. Construction vehicles may be left on a Lot overnight only if additional use of the vehicle will be made within 3 days.

**14.0 Common Areas.** No builder and contractor personnel are allowed in the Common or Amenity areas and no construction access will be allowed across the Amenity or other Common Areas.

**15.0 Speed Limits.** The established speed limit is twenty-five (25) miles per hour and must be obeyed at all times.

**16.0 Property Damage.** Any damage to streets and curbs, drainage inlets, streetlights, street markers, mailboxes, walls, fences, vegetation, etc. will be repaired by the builder. The repairs must be made within 10 working days, to the satisfaction of the owner of the damaged property. The Managing Agent must be notified of any damage to the property. If repairs are not made within 10 days, the repair cost will be deducted from the Construction Escrow Deposit. If the deposit is not sufficient to cover the entire repair cost the additional amount will be charged to and promptly paid by the owner.

If any telephone, cable TV, electrical, water or other utility lines are cut, the party causing such damage shall (1) report the matter within thirty (30) minutes to the Managing Agent and the respective utility company, and (2) bear any cost incurred in connection with repairing such damage.

## **New Construction Fine Schedule**

The following violations will result in notification by email with a specific defined time frame for resolution. If the violation is not resolved in the defined time frame a \$100 fine will result:

1. Dumpsters overflowing greater than 72 Hours.....\$100/Day
2. Silt Fence not properly installed around perimeter of job site (24 hour notice)  
.....\$100/Day
3. Building Material within 8 feet of curb (24 hour notice).....\$100/Day

The following violations will result in an immediate fine:

1. Sunday & Holiday work and non-authorized work (before or after approved hours)...\$500/1<sup>st</sup>  
Occurrence  
Subsequent work hour violations ..... \$1,000/Occurrence
2. Littered Construction Site..... \$100/Day
3. Unauthorized Dumping of Trash and Debris in Containers or on Building Sites or Common  
Property for which the Contractor has no responsibility ..... \$500/Occurrence
4. Street and/or sidewalk (including weed control) not cleaned on a weekly basis.....  
.....\$100/Day until remedied
5. Street and/or sidewalk not cleaned on a daily basis when heavy dirt work is done.... \$100/Day
6. Nonconforming Job Sign ..... \$100/Day
7. Minor Damage to Specimen or Protected Trees (tree remains viable and relatively unchanged in  
appearance)..... \$100/Tree
8. Severe Damage to Specimen or Protected Tree (health/viability of tree is severely threatened)  
Assessment Plus Replacement if Necessary..... \$500/Tree
9. Unauthorized Tree Removal..... \$1,000/Tree + Replacement
10. Unauthorized Tree Pruning..... \$250/Tree
11. Damage to Natural Areas/Common Areas/Right of Way..... \$500/ Occurrence + Repair
12. No Sanitary Facilities or Sanitary Facility in or too close to roadway or Door Facing Street  
..... \$100/Day
13. Dumpsters Parked on Roadway..... \$100/Vehicle/Day
14. Building Materials or Equipment on Roadway or adjacent Property..... \$100/Occurrence
15. Vehicles Parked on Common Property or blocking roadway..... \$100/Occurrence
16. Unauthorized Burning on Lot..... \$500/Occurrence
17. Unauthorized Minor Site/Building Plan Change ..... \$500
18. Unauthorized Major Site/ Building Plan Change ..... \$3,000
19. Damage to or Unauthorized Pruning of Flora or Trees on adjacent Property..... \$500 & Restore

20. Failure to Complete Construction (*New Home or Major Alteration to Existing Home*) after One (1) Year .....  
**\$1,000/Month**
21. Building without ARB Approval ..... **\$3,000/New Construction**  
..... **\$500 / Existing Home Modification**
22. Non-conformance New Home and Landscape/Drainage..... **\$2,000 & lien**  
(In addition, correction of the non-conforming/completion will be required)
23. Failure to install sediment contract after warning..... **\$100/Day**

**I agree to abide by the above contractor guidelines and if not will pay fines as scheduled:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Contractor (Builder) Name (Print)

\_\_\_\_\_  
Contractor (Builder) Signature

If you have any questions, please contact The Pointe's Association Management Company:

CAMS

7301 Rivers Ave, Suite 160

N Charleston, SC 29406

(843) 972-1207

[khurd@camsmgt.com](mailto:khurd@camsmgt.com)

## APPENDIX 3 - ARB Application for Existing Home Modification

### The Pointe at Rivertowne Country Club HOA

Each homeowner is required to submit an application to The Pointe at Rivertowne Country Club HOA ARB for any type of exterior change to the home. This includes but is not limited to: exterior paint, remodeling, addition, pool installation, fence installation, solar panel installation, driveway expansion, major landscape changes, addition of play equipment, etc. and any other exterior work that requires a permit from The Town of Mount Pleasant.

A Modification Review fee of \$50.00 is required at the time of application. If an existing home modification is done without ARB approval, a fine of up to \$500.00 can be issued until the application and \$50 fee is submitted. Further fines can be imposed if ARB approval is not obtained.

The ARB will notify the homeowner within 30 days of request.

Some home modifications may require additional fees and/or deposits.

The ARB reserves the right to inspect the property upon completion.

**Modification Review Fee = \$50.00** *(Make Check Payable to The Pointe HOA)*

As the Owner of Record for the property listed herein, I, \_\_\_\_\_ hereby submit this application to the ARB for Dsmith@camsmgt.com for the proposed additions / alterations to my property described herein. I understand and acknowledge that approval by the ARB does not constitute approval by any other governing agency with jurisdiction applicable to my property and that it is my sole responsibility to obtain all necessary permits, inspections, authorizations and permissions from the appropriate organization(s) and to determine and comply with all regulations, statutes, codes and zoning or other applicable requirements pertinent to the work described herein. As the Owner of Record for the property listed in this application I understand and acknowledge that placement of any object inside of an established easement may result in the removal of the object at my expense and without prior notice to me.

\_\_\_\_\_  
Owner of Record Signature

\_\_\_\_\_  
Date

#### I. Owner Information

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Proposed Length of Time to complete Project: \_\_\_\_\_

#### II. Proposed Additions or Alterations

*The following reflect the most often requested approvals within The Pointe. If you wish to apply for something not listed herein, please select the 'other' section below for your request.*

- A. **Decks, Gazebos and Pergolas** – A plat showing the proposed location of the addition along with a picture and a cross section view of the structure is required with this application.

Dimensions: \_\_\_\_\_ Height at Eaves: \_\_\_\_\_ Ridge Height: \_\_\_\_\_  
Height off Ground: \_\_\_\_\_ Materials: \_\_\_\_\_  
Color: \_\_\_\_\_

- B. **Exterior Color Modification** – Color sample(s) is/are required with this application.

Brand: \_\_\_\_\_

- a. Siding: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- b. Trim: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- c. Doors: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- d. Foundation Screening (louvers): \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- e. Garage Door: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- f. Shutters: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_
- g. HVAC Screening: \_\_\_\_\_ Color Code and Name: \_\_\_\_\_

- C. **Fencing** – A plat of your property showing the boundaries and dimensions of the proposed fencing along with a diagram or photo of the fencing type is required with this application.

Height: \_\_\_\_\_ Material: \_\_\_\_\_ Stain: \_\_\_\_\_

- D. **Landscaping** – A plat showing the location of the proposed landscape additions / alterations is required with this application. If needed, please attach an additional planting plan to this application.

Locations: \_\_\_\_\_  
Types: \_\_\_\_\_  
Planted Size: \_\_\_\_\_  
Mature Size: \_\_\_\_\_

- E. **Play Equipment** – A plat showing the location of the proposed equipment along with a picture or diagram of the product is required with this application. Depending on the size and visibility of the structure, you may be asked to seek neighbor approval before being granted ARC approval.

Materials: \_\_\_\_\_  
Color / Canopy Color: \_\_\_\_\_  
Height: \_\_\_\_\_  
Dimensions: \_\_\_\_\_

- F. **Satellite Dish** – Installation must be on the roof of the structure or other location that minimizes visibility from the street or front of the residence. A plat showing the location of the dish is required with this application.

Location: \_\_\_\_\_ Height off Ground: \_\_\_\_\_ Size: \_\_\_\_\_

- G. **Pool and/or Hot Tub Installation** – A plat showing the location of the pool and/or hot tub including pump location, fence (see above), deck and landscaping. Pictures and diagrams are required with this application.



- H. **Solar Panels** – Detailed drawings including exact location of panels, type of materials and pictures are required for this application.
- I. **Addition or Exterior Modification** – A plat and or diagram is required. Depending on the proposed modification, an architectural rendering may be required. Paint selection section should be completed above.
- J. **Other Feature** – Application requirements for other features vary depending on the nature of the application. Please contact your Association Manager for a list of the required, supporting information to be submitted with your application.

General Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Important Information**

- a. Owners with delinquent balance will not receive approval for submitted applications unless and until their accounts are brought into current status. If an account with a pending application becomes delinquent (30+ days), the application review will be suspended until the account is paid in full.
- b. Applications will be reviewed once complete and accurate information is received. Owners will be contacted once complete information is received and notified of the deadline for a decision. The ARB will make two attempts to obtain the necessary information to complete applications. If the applicant does not provide the necessary information after the second attempt, the application will be placed on hold until such time as the information is received.
- c. The ARB has 30 days from the receipt of complete and accurate information to render a decision of:
- i. Approval as submitted
  - ii. Approval with conditions
  - iii. Denial
- d. It is the applicant's responsibility to protect all elements inside the Association's easements and to return any area disturbed by the installation of a modification to the same standards as previously existed. Upon completion of the improvement, the Association shall review and determine that the installation is in compliance with the approval provided by the ARB. If the improvements are not completed to the satisfaction of the Association within the timeframe provided in the governing documents, the Association may impose penalties until completion occurs.
- e. No approval shall be deemed granted unless delivered, in writing, by the Architectural Review Board or its representative.
- f. Applications must be signed by the Owner of Record for the property under consideration. The ARB may not review any application signed by any other party.

g. There is a \$50.00 review fee. If your application requires extensive review, input from legal or professional services, or otherwise requires extraordinary time or resources to render a decision, additional fees may apply. Depending on the modification request deposits may be required. Applicants will be notified of extra fees and/or deposits before they are incurred.

Please make your check payable to: The Pointe HOA & Mail to The Pointe c/o CAMS at 7301 Rivers Ave, Suite 160, N Charleston, SC 29406.

**OFFICE USE ONLY**

Approved \_\_\_\_\_ Date \_\_\_\_\_

Approved with Conditions \_\_\_\_\_ Date \_\_\_\_\_  
Conditions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disapproved \_\_\_\_\_ Reason \_\_\_\_\_ Date \_\_\_\_\_

**Contractor Guidelines and Fine Schedule for Home Modifications**

It is hereby affirmed that the contractor is ultimately responsible for the conduct and actions of his subcontractors and any other personnel associated with his project.

**1.0 Construction Repair Work Hours.**

**1.1 Regular Hours.** 8:00 a.m. Through 6:00 p.m., Monday through Saturday (excluding the following Holidays: Christmas Day, New Years Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day). Quiet work (no saws, no compressors, no heavy equipment, etc.) may begin at 7:00 am. Some quiet work and cleanup may be done between 6:00 pm and 7:00 pm. No work is allowed on Sundays. (The only exception will be work needed to secure the property in case of an oncoming storm.)

**1.2 Overtime/Holiday/Weekend Hours.** Permission may be granted for work to be conducted outside the normal working hours provided it is quiet work. Hammers, saws, power tools, electric or gas equipment may not be used. All requests must be made to the ARB twenty-four hours in advance.

**2.0 Conduct.**

- No loud or offensive language is allowed.
- Radios are permitted only if they cannot be heard beyond the property lines.
- Contractor and personnel may not bring pets onto the property.
- No firearms are allowed.
- No alcoholic beverages may be taken onto any job site or consumed on the job site or any other property by the builder, contractor, subcontractor or personnel.

**3.0 Rubbish and Debris.** In order to maintain a neat and orderly appearance at all times, the contractor shall keep the construction site free of trash, litter and scrap lumber by **daily clean up**. A dumpster of sufficient capacity is required on site. The dumpster must be emptied and all debris hauled away on an as-needed basis before it is filled to overflowing. Preventative measures must be taken to ensure lightweight trash (i.e., lunch debris, roofing paper, foam sheathing, etc.) is secured at the end of the day. Any trash that blown onto other lots, onto Common Areas, onto ponds or lagoons or natural areas must be cleaned up by the contractor's personnel. A fine will be imposed for trash not cleaned up. It is imperative that in case of a Hurricane or Tropical Storm warning, all debris be secured, all dumpsters be emptied, and all materials be secured by the contractor personnel before the storm arrives. Fines will be imposed on the contractor or builder if this is not done.

**4.0 Dumping and Littering.** Absolutely no dumping is permitted on any property. Those parties found guilty of dumping will be fined \$500.00 for each occurrence. Contractors shall be held responsible for debris falling from construction vehicles associated with their project.

**5.0 No Burning or Burial.** Burning or burial of construction debris or vegetation is prohibited.

**6.0 Street and Sidewalk Cleaning.** Approximately once each week near the end of the week, the contractor must remove construction dirt, mud, and gravel from the street adjacent to the job site, including any dirt on the road way that has dirt or mud tracks from equipment on the road. When clearing the lot, excavation, dirt delivery, heavy grating or any other work that is done creating excessive mud and/or dirt in the street, **daily cleanup is required**. Sidewalks must be kept in clean and unobstructed conditions at all times. The curb and sidewalk must be properly and aesthetically maintained as other lots and common areas. This includes weekly edging, weed-wacking or weed killer during growing season.

**7.0 Silt Fences.** Silt fences and/or other devices for sedimentation control must be installed where required and maintained continuously throughout the construction process.

**8.0 Dumpsters.** Dumpsters must be confined to the property where construction is underway. They are not allowed to be placed on adjoining lots, sidewalks, curbs or streets. They must be emptied before overflowing.

**9.0 Materials Storage.** Construction materials, equipment or debris of any kind must be stored at least eight feet (8') behind the street curbing. No materials may be stored on any street, curb, sidewalk area, or area between streets and sidewalks or on any adjacent lots. Utility easements must be kept clear of all construction materials and debris.

**10.0 Toilets.** An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction, in as inconspicuous a location as possible.

**11.0 Trailers.** No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area of The Pointe, North Creek or Cypress Cove, except as approved in writing by the ARB.

**12.0 Construction Access.** During the time a residence or other Improvements are being built, all construction access shall be confined to the approved driveway for the lot.

**13.0 Parking.** All vehicles must be parked so as not to impede traffic or damage vegetation. No vehicles (trucks, vans, cars, trailers, construction equipment, etc.) may be left parked on any street overnight.

Construction vehicles may be left on a Lot overnight only if additional use of the vehicle will be made within 3 days.

**14.0 Common Areas.** No builder and contractor personnel are allowed in the Common or Amenity areas and no construction access will be allowed across the Amenity or other Common Areas.

**15.0 Speed Limits.** The established speed limit is twenty-five (25) miles per hour and must be obeyed at all times.

**16.0 Property Damage.** Any damage to streets and curbs, drainage inlets, streetlights, street markers, mailboxes, walls, fences, vegetation, etc. will be repaired by the builder. The repairs must be made within 10 working days, to the satisfaction of the owner of the damaged property. The Managing Agent must be notified of any damage to the property. If repairs are not made within 10 days, the repair cost will be deducted from the Construction Escrow Deposit. If the deposit is not sufficient to cover the entire repair cost the additional amount will be charged to and promptly paid by the owner.

If any telephone, cable TV, electrical, water or other utility lines are cut, the party causing such damage shall (1) report the matter within thirty (30) minutes to the Managing Agent and the respective utility company, and (2) bear any cost incurred in connection with repairing such damage.

### **Existing Home Modification Fine Schedule**

The following violations will result in notification by email with a specific defined time frame for resolution. If the violation is not resolved in the defined time frame a \$100 fine will result:

1. Dumpsters overflowing greater than 72 Hours.....\$100/Day
2. Silt Fence not properly installed around perimeter of job site (24 hour notice)  
.....\$100/Day
3. Building Material within 8 feet of curb (24 hour notice).....\$100/Day

The following violations will result in an immediate fine:

4. Sunday & Holiday work and non-authorized work (before or after approved hours)....\$500/1<sup>st</sup>  
Occurrence  
Subsequent work hour violations ..... \$1,000/Occurrence
5. Littered Construction Site..... \$100/Day
6. Unauthorized Dumping of Trash and Debris in Containers or on Building Sites or Common  
Property for which the Contractor has no responsibility ..... \$500/Occurrence
7. Street and/or sidewalk (including weed control) not cleaned on a weekly basis.....  
.....\$100/Day until remedied
8. Street and/or sidewalk not cleaned on a daily basis when heavy dirt work is done.... \$100/Day
9. Nonconforming Job Sign ..... \$100/Day
10. Minor Damage to Specimen or Protected Trees (tree remains viable and relatively unchanged in  
appearance)..... \$100/Tree
11. Severe Damage to Specimen or Protected Tree (health/viability of tree is severely threatened)  
Assessment Plus Replacement if Necessary..... \$500/Tree
12. Unauthorized Tree Removal..... \$1,000/Tree + Replacement
13. Unauthorized Tree Pruning..... \$250/Tree

14. Damage to Natural Areas/Common Areas/Right of Way..... **\$500/ Occurrence + Repair**  
15. No Sanitary Facilities or Sanitary Facility in or too close to roadway or Door Facing Street  
..... **\$100/Day**  
16. Dumpsters Parked on Roadway..... **\$100/Vehicle/Day**  
17. Building Materials or Equipment on Roadway or adjacent Property..... **\$100/Occurrence**  
18. Vehicles Parked on Common Property or blocking roadway..... **\$100/Occurrence**  
19. Unauthorized Burning on Lot..... **\$500/Occurrence**  
20. Unauthorized Minor Site/Building Plan Change ..... **\$500**  
21. Unauthorized Major Site/ Building Plan Change ..... **\$3,000**  
22. Damage to or Unauthorized Pruning of Flora or Trees on adjacent Property..... **\$500 & Restore**  
23. Failure to Complete Construction (*New Home or Major Alteration to Existing Home*) after One  
(1) Year ..... **\$1,000/Month**  
24. Building without ARB Approval ..... **\$3,000/New Construction**  
..... **\$500 / Existing Home Modification**  
25. Non-conformance New Home and Landscape/Drainage..... **\$2,000 & lien**  
(In addition, correction of the non-conforming/completion will be required)  
26. Failure to install sediment contract after warning..... **\$100/Day**

**I agree to abide by the above contractor guidelines and if not will pay fines as scheduled:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Contractor (Builder) Name (Print)

\_\_\_\_\_  
Contractor (Builder) Signature

**NOTICE OF ADOPTION BY THE POINTE HOME OWNERS ASSOCIATION (THE POINTE HOA) OF RULES AND REGULATIONS GOVERNING USE OF THE POINTE COMMON AREA PROPERTY**

Whereas the Pointe Property constitutes common area property (herein referred to "common area property") owned by The Pointe HOA, including but not limited to common landscaped areas, neighborhood ponds, The Pointe Park and Dock, and

Whereas The Pointe HOA wishes to adopt reasonable rules and regulations for the use and enjoyment of these common area properties by The Pointe homeowners, their guests and tenants,

Now, therefore, the following rules and regulations are hereby adopted and are effective immediately:

1. Any homeowner who is delinquent in the payment of any (a) homeowner assessment, (b) any fine imposed for violations of the covenants adopted by The Pointe HOA, or (c) any interest, penalty or fine pertaining to the foregoing, may not enter upon or use any part or portion of The Pointe common area property. This regulation shall apply to the homeowner or homeowners of record, members of their immediate family, and the homeowners' tenants or guests, if any.
2. Any persons who shall (a) disobey posted rules of conduct regarding use of the common area property grounds, improvements, or equipment, including the electric or gas lighting, parking areas, boardwalks, picnic areas, fixed pier and pavilion and/or floating dock, or (b) shall engage in intentional or criminal misconduct in regard to the aforementioned common area property, may be barred from entering upon or using any part of the common area property for a period of time to be determined by the Board of Directors of The Pointe HOA.
3. Any person who shall be found to have entered upon or used the common area property in violation of the prohibitions set forth above may be charged by The Pointe HOA with trespass or other applicable legal action.
4. The Pointe HOA Dock and Park area, including the parking area, boardwalk, picnic shelter, swing, pier, dock pavilion and floating boat slips are for the enjoyment of The Pointe HOA members, tenants and their guests only. Unauthorized visitors will be asked to leave the premises immediately.
5. Boats slips at The Pointe HOA Dock are for the use of The Pointe property owners only. No guest boat storage is permitted. Boats must be registered annually with The Pointe HOA property management company. Boats not properly displaying the annual "The Pointe Boat Sticker" will be towed immediately and at the owner's expense. Overnight boat slip use is permitted for a period of 48 hours at a given time.
6. Formal gatherings of larger than 12 individuals on any The Pointe HOA property, including The Pointe Dock and Park area, whether property owners or a mixture of owners and guests, must be approved by the Board of Directors a minimum of two weeks prior to the gathering. If not approved prior to the gathering, parties of larger than 12 individuals will be asked to disband and vacate the premises. Organizers will submit an application, a waiver of liability, and a refundable \$250 deposit to The Pointe HOA Board of Directors, at a minimum of two weeks prior to the event. The Pointe HOA Board of Directors reserves the right to permit or deny a gathering of larger than 12 individuals. All Homeowners will be notified of gatherings larger than 12 individuals via The Pointe HOA Facebook page.
7. Any type of fire, incendiary device or fireworks of any kind, including sparklers, roman candles, pop caps, and tiki torches are prohibited on any The Pointe HOA property, including The Pointe Dock and Park area.
8. Smoking is not permitted on the pier or floating dock at any time.
9. Children under the age of 12 years old must be accompanied at all times by an adult at The Pointe Dock and Park.
10. Any fishing related items left tied to the dock, such as crab pots, crab traps, and/or bait buckets must be clearly labeled with the owner's name and street address. Items tied to the dock that are not labeled will be removed and discarded at the owner's expense.
11. Removing crabs, bait or fish from fishing items tied to the dock that do not belong to you is considered stealing and will be prosecuted to the fullest extent of the law.
12. If fish are cleaned or crab pots are checked on the dock surface, fishermen are asked to rinse the area with river water to avoid unsightly stains and attracting birds and animals to the area.

EXHIBIT

C

**THE POINTE AT RIVERTOWNE COUNTRY CLUB**  
**Boat Parking Registration Form**

Date: \_\_\_\_\_

The Pointe Resident Name: \_\_\_\_\_

The Pointe Address: \_\_\_\_\_

Mailing Address (if different than above): \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

-----**BOAT INFORMATION**-----

Boat Registration Number: \_\_\_\_\_ State Registered: \_\_\_\_\_

Decal #: \_\_\_\_\_

Boat Year/Make/Model: \_\_\_\_\_ Length: \_\_\_\_\_

-----**RULES & REGULATIONS**-----

1. The Boat must be registered in the name of the person actually living in the home.
2. Parking is on a first come/first serve basis. Boats may not be docked longer than a consecutive 48 hours.
3. We will supply a decal which must be displayed on the boat at all times. Boats without proper decal will be towed at the owner's expense.

I have read and understood the Rules and Regulations above, and agree to fully comply. I have attached a copy of the current registration or title to my boat, along with decal information.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**The Pointe at Rivertowne Country Club Homeowners Association, INC.  
VIOLATION ENFORCEMENT POLICY**

**WHEREAS**, The Pointe at Rivertowne Country Club Homeowners Association, Inc. ("Association") has authority pursuant to Association, Inc. ("By-Laws; Covenants, Conditions and Restrictions and Rules and Guidelines") to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration and/or By-Laws and/or Rules and Guidelines.

**By-Laws:**

Article VII (a), (b), (g); Article V Section 1. Enforcement; Article VI Property Restrictions;  
Article VII Architectural Review Board; Exhibit 1

**Rules and Guidelines:**

Appendix 4

**WHEREAS**, The Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and By-Laws and for the elimination of violations found to exist within the The Pointe at Rivertowne Country Club Property Owners Association, Inc.;

**NOW THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Declaration and By-Laws of The Pointe at Rivertowne Country Club Property Owners Association, Inc. and for the elimination of violations of such provisions found to exist in, on or about any property within The Pointe at Rivertowne Country Club Property Owners Association, Inc. and the same are to be known as the "Deed Violation Enforcement Policy" of the Association in the discharge of its responsibilities for determination and enforcement of remedies for deed violations within The Pointe at Rivertowne Country Club Property Owners Association, Inc.:

**1. Establishment of a Violation.**

- a. Architectural. Any improvements (as such term is defined in Article VII of the Declaration of any kind shall be placed, erected or installed upon any Unit and no improvements or other work shall take place on such Unit except pursuant to approval in compliance with this Article and the Architectural Guidelines.  
Any improvement constructed on a Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by Declarant or its designee in its sole discretion.
- b. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to Article VI of the Declaration, or any provision within the Design Guidelines, which is not expressly authorized



by the Board is deemed a "Violation" under this enforcement policy for all purpose.

2. **Notice of Violation.**

- a. **Initial Notice.** Upon verification of the existence of a violation by the Management staff ("Management") of The Pointe at Rivertowne Country Club Property Owners Association, Inc., Management will send to the Lot Owner a written notice of the discovery of the Violation ("Initial Notice") the Initial Notice will inform the recipient as follows:
  - (i) The nature, description and location of the Violation; and fine of \$100.00
  - (ii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARB (or the Association Board) of Directors) to disregard the notice.
- a. **Second Notice of Violation.** If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB (or the Association Board of Directors) or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than thirty (30) days from the Initial Notice, Management shall send to the Lot Owner a Second Notice of Violation informing the recipient as follows:
  - (i) The nature, description and location of the Violation; and
  - (ii) A request to remedy the Violation; and Notice that a fine of an additional \$100.00 has been assessed to the owner's account; and
  - (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARB (or the Association Board of Directors) to disregard the notice
- b. **Third Notice of Violation.** If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB (or the Association Board of Directors) or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than thirty (30) days from the Second Notice, Management shall send to the Lot Owner a Third Notice of Violation informing the recipient as follows:
  - (i) The nature, description and location of the Violation and the failure of the Lot Owner to correct the Violation, as previously requested; and

- (ii) Notice that a fine of \$100.00 has been assessed to the owner's account; and
    - (iii) Notice that if the Violation is corrected or eliminated within thirty (30) days from the delivery of the Third Notice of Violation, no further action will be taken; and
    - (iv) If necessary, work on any Improvement must cease immediately and may not resume without the expressed written approval of the ARB; and
    - (iv) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration, By-Laws or this Enforcement Policy.
  - c. Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the Second Notice of Violation, or (ii) remedy the current violation existing upon the Lot within thirty (30) days of the date of the Second Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a fine being levied by the Association against the Lot Owner, (b) correction of the offending Improvement by the Association at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot Owner, which may be recorded as a lien against the Lot or (c) any other remedy under law or at equity, the Declaration or this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Lot Owner a formal Notice of Decision informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Decision shall be the "Notice of Decision Date."
  - d. Fine Structure. Any fine imposed pursuant to the provisions of Paragraph 2 shall be imposed at double the latest fine, beginning to accrue no earlier than thirty (30) days following the Notice of Decision Date.
  - e. Written Appeal. Included in the Notice of Decision will be the opportunity for the Lot Owner to make a written appeal to the Board. The Notice of Decision will allow the Lot Owner thirty (30) days to contact Management, in writing. Should the Lot Owner fail to contact Management within thirty (30) days of the Notice of Decision Date, that party will have waived its opportunity for said written appeal.
3. Corrective Action. Where a Violation is determined to exist and referred to the Board of Directors of the Association, pursuant to any provision of this Enforcement Policy, Management, with the approval of the majority of the Board of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the Lot Owner and any third party directly affected by the proposed action prior written notice of undertaking of the action. The forgoing notice may be given at any time.
  - b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Lot Owner as an Assessment as set forth in the Declaration.
  - c. The Association, and its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy.
4. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, The Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.
5. **Notices.**
  - a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following.
    - (i) When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy.
    - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
  - b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
6. **Cure of Violation During Enforcement.** A lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management

that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an assessment pursuant to the Declaration.

**IT IS FURTHER RESOLVED THAT** this Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by Isles Property Owners Association, Inc. and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors as of October 18, 2022 and has not been modified, rescinded, or revoked.

October 18, 2022

Date

Secretary

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# of Sats:

# of Pages: 45

# of References:

Recording Fee \$ 25.00

Extra Reference Cost \$ -

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N/A

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Postage \$ -

**Original Book:**

P345

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167

**TOTAL \$ 25.00**

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