

# PARADISE ISLAND ARCHITECTURAL & LANDSCAPE DESIGN STANDARDS

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. The Architectural Review Board shall not be liable to anyone submitting plans to them for approval for damage or defect (whether structural or otherwise) associated with plans considered by the Architectural Review Board. Approval or disapproval of plans is based solely on aesthetics.

**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.** Paradise Island is a planned residential neighborhood, 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 architecture of the Low Country. Other traditional styles designed to fit the Low Country topography may be approved by the ARB at its discretion. 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.

## **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 Application
2. Preliminary Design Review and Approval
3. Final Construction Documents Review and Approval
4. Payment of Construction Deposit
5. Stakeout, Pre-Clearing Inspection and Approval
6. Periodic Inspections During Construction
7. Landscape Plan Review and Approval
8. Final Inspection Upon Completion of Construction
9. Completed Landscape Inspection
10. Return Deposit

- 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'.
- 2.2.1 Final Survey. Upon substantial completion of a residence on a Lot, the Owner shall provide the ARB with a certificate of Occupancy for the residence and final, as-built survey certifying that the location of the Improvements complies with Final Plans approved by the ARB.
- 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) – electronic submissions are welcome:
1. Architectural Review Fee. The review fee including, preliminary, landscaping, and final is \$1200.00 for new construction. All fees are payable to: Paradise Island c/o Property Management Services, LLC, 1340-G Ben Sawyer Boulevard, Mount Pleasant, SC 29464;
  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 1/4" = 1'
  4. Schematic elevations, showing all sides, exterior materials and exterior colors and accurate grade at a scale of 1/4" = 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 produced thereafter must be in substantial conformity therewith including all required conditions and/or changes, provided, however, that the ARB's 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 & Approval. Final plans and specifications (hereinafter, 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. In addition, the following items must be submitted with the Final Plans prior to the ARB beginning the Final Plan review process:
1. Final 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 erosion control measures required for construction should be shown on the site plan. A boundary survey shall be provided either separate or inclusive of the above in the site plan.
  2. Final floor plans at a scale of 1/4" = 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 and accurate grade at a scale of 1/4" = 1'.
  4. Final landscaping plans. NOTE: The ARB may defer receipt of the final landscaping plan to a later date, but in no event later than the start of application of the home's exterior finish material. The plans must be submitted and approved prior to the start of landscaping on the

Lot; in any event, the cutting and clearing plan must be submitted to and approved by the ARB prior to any cutting or clearing.

5. Location and dimensions of utility lines and equipment, walks, drives, walls, terraces, decks, pools, etc. (including plans or the location of the sewer pump system, if any, to be installed on the lot).
6. Samples of proposed construction materials required by the ARB such as brick, stucco, wood siding, shingles, paint colors, window samples, etc.
7. Cutsheets of all windows, doors and surround, and exterior light fixtures.
8. Final Review Application, and all other applicable forms.

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 therefore by the ARB, 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 Plans therefore must again be approved by the ARB pursuant to this Paragraph 5.

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.

2.4.1 Construction Escrow Deposit. Construction Escrow Deposit as set by the ARB as of the date the Final Plans are submitted. The Deposit as of the Effective Date of these Standards is \$4,000.00. 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 2.4.2 of these Standards:

2.4.2 Purpose and Use of Construction Escrow Deposit. The Construction Escrow Deposit shall be deposited by the ARB in a non-interest bearing account established by the Master Association or the ARB. The Construction Escrow Deposit may thereafter be used by the ARB for any of the following purposes:

1. To pay for the cost to repair any damage to the Roadways, Utilities, Storm Drainage System or Common Areas caused by an Owner or Owner's builder or subcontractors not repaired by the responsible Owner, such Owner's builder or subcontractors.
2. To complete any landscaping shown on the Final Plans for a Lot which has not been completed within three (3) months after completion of the residence on such Lot.
3. To pay for the cost of completing any Improvements so that they are in accordance with

the approved Final Plans, if Owner fails to complete such Improvements.

4. To pay for the cost of restoring or replacing any trees, other vegetation, grades or other natural features improperly removed, altered or destroyed by Owner in violation of these Standards.
5. To reimburse Declarant for Owner's share of street cleaning costs during construction, if Owner does not pay such amounts in a timely manner as specified in the Contractor Rules.
6. To reimburse Declarant for its costs of cleaning up any significant amount of dirt, cement, etc., left by the Owner on any street if the same was not immediately removed by the owner.
7. 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.

Except for the reimbursements described above, the ARB shall give an Owner prior notice that it intends to use the Owner's Construction Escrow Deposit for a particular purpose. The Owner shall thereafter have five (5) days from the date of the notice to repair the damage, complete the landscaping or Improvements, or otherwise perform the work which the ARB intended to use the Owners Construction Escrow deposit, or, if the work cannot be completed during that time, to begin 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 it and use the Owner's Construction Deposit to pay for the cost thereof. Upon the completion of Improvements and when all work has been completed by either the responsible Owner or 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 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 ARB has the right to collect reasonable fees as a result of unpaid balances, such as attorney and lien filing fees.

In the event that no Construction Escrow Deposit 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.

Any and all interest earned on the Construction Escrow Deposit shall be credited to and retained by the Master Association for its sole use and benefit

- 2.5 Stake-out Inspection. The ARB will require the Owner to stake the location of the house, decks and other proposed Improvements. The staking shall consist of stakes driven at each major corner of the Improvement, connected with string or colored tape to clearly indicate the Improvement location.
- 2.6 Approval to Commence Construction. Following the ARB's written approval of the plans and completion of stakeout (in accordance with paragraph 2.4), it is the responsibility of the Owner's Builder to set a meeting with the ARB's representative to review the following prior to start of construction:
  - Setbacks, side yards and building corners (as per stakes)
  - Docks must be located 20 feet from dock corridor lines
  - Clearing limits

- Placement of excavation materials
- Location and protection of water meter, sanitary sewer boxes
- Location of construction entrance
- Location of temporary toilet
- Erosion control measures
- Dumpster placement

Upon satisfaction of the above matters, the development construction manager will issue a written site inspection approval to the owner or builder authorizing commencement of construction. No construction may be commenced prior to issuance of the site inspection approval; the ARB shall have the right to halt any unauthorized construction.

2.7 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 thirty (30) 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 thirty (30) 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.

2.7.1. Appeal Procedures. Decisions of the Architectural Review Board 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 Paradise Island Board of Directors and the Architectural Review Board at its next meeting. The owner, contractor and architect will 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.

2.8 Address of ARB. The address of the ARB for delivery of plans and all notices shall be as follows:

Paradise Island c/o Property Management Services, LLC  
1340-G Ben Sawyer Boulevard, Mount Pleasant, SC 29464

### **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. Accessory structures may not be built before the primary structure. Docks are not considered an accessory structure and may be constructed prior to the primary structure.
- 3.1.2 Dwelling Size. There is no assigned dwelling size for any lots. Each dwelling will be reviewed on a case by case basis. The ARB strongly encourages the use of Southern style architecture. The ARB will have sole discretion to approve or reject any plan.
- 3.1.3 Maximum Height. The maximum height for a dwelling is 35 feet, as in accordance with the county ordinances.
- 3.1.4 Ceilings. Interior ceiling heights of nine (9) feet or greater on the first floor are encouraged.
- 3.1.5 Garages. Every house shall have an attached garage for not less than two (2) vehicles. 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 Charleston County Ordinance. Single bay garage doors are preferred over double width doors. All ducts, pipes and wiring in garages shall be concealed from view above the level of the garage ceiling. Use of either landscaping, a wall, fencing or a combination of these elements must provide adequate screening. Unless the ARB otherwise allows in its sole discretion, the garage turnaround area must provide for a three foot (3') buffer between the edge of the driveway and the property line.
- 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, etc., shall be provided.
- 3.1.7 Facade Treatments. Variety is encouraged on façade 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. The main structure pitch or slope of 8:12 are strongly encouraged, however other pitch or slopes will be considered by the ARB. Porches, breezeways, and other secondary structures may be less. Flat roofs (less than 1:12) are only acceptable when used to create the traditional century character. Dormers and other historic roof elements are encouraged with proportions in keeping with the design proposed.
- 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 (sculpted) 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 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 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 louvers, shrubbery or other means appropriate to the house design. Patios and uncovered decks shall be in the rear yard Building Envelope. Depth of porches shall be 8 ft. min.
- 3.1.11 Chimneys. Chimneys should be full foundation based and made of brick, stucco or other material approved in writing by the ARB, and of a design, location and material appropriate to the house. Metal flues and wood chases are not recommended but may be approved by the ARB in its sole discretion. 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 screening. Suitable HVAC screening shall be 4' high with louvers or brick lattice and a design acceptable to the ARB. Materials and color shall match main dwelling and shall meet elevation requirements of the county.
- 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, and exterior storm windows generally will not be permitted. Shutters should fit the proportion and shape of the windows and, when used, should be located at a minimum on all elevations visible from the street. Unless specifically waived in writing by the ARB, all windows and doors shall have caps of soldier course brick, jack arches, wood caps or other approved decorative treatment. No running bond brick will be permitted over any door or window of any elevation. No window or door casing or decorative treatment shall abut any frieze board, unless otherwise approved by the ARB. All front windows must reflect the period detailing, and character of the residence. Window cutsheets must be submitted for ARB approval.
- 3.1.15 Exterior Lighting. Exterior lighting must be limited to areas within the Building Envelope. Exterior lighting shall be located so as not to result in excessive glare or interfere with the privacy of nearby dwellings. Floodlights 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. The use of uplighting is encouraged.

- 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 will be reviewed for location relative to the residence. Mailboxes and residences must be numbered. The Board encourages white pasted box/square type letters applied to the center of both sides of the mailbox.
- 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. Paradise Island is in a flood zone, therefore raised foundations are required. Raised foundations shall have exposed foundation piers or pilings covered by 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 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 if at no closer than ten (10) feet to any property line and the location complies with County 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. The design of above ground pools will be considered by the ARB if constructed of concrete and all elevations of pool are appropriately designed with foundation planting material around base. No pool houses shall be used as a separate residence and must meet County requirements and have approval through the ARB.
- 3.2.2 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.
- 3.2.3 Tennis Courts. Tennis courts and practice backboards will not be allowed on Lots.
- 3.2.4 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:** Fences and walls should be constructed of solid masonry or the same materials as found in the architecture of the residence. Prefab wood, prefab brick, board-on-board, chain link or welded wire fencing will not be permitted. Unless an exception is granted by the ARB, wood privacy fences must have masonry columns finished in brick, stucco or stone. When constructing a fence, the finished side must face the neighbor.
  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 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 sole



discretion. Invisible fencing such as iron or aluminum is preferred on waterfront Lots so that views are not obstructed.

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 fences:
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.

3.2.5 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. County ordinances apply pertaining to approval.

3.2.6 **Docks on Waterfront Property: Dock design must be submitted to the ARB for approval prior commencing construction. The ARB submittal for dock design shall include dock permit, existing tree survey, site plan with dock location, pla of dock indicating materials and dimensions. Roof structures on docks are prohibited. There is no ARB fee for design review of docks. Issuance of OCRM permit to construct does not give you ARB approval or in any waive the ARB process. The ARB has the ability to fine and issue stop work orders. The fine for docks started without proper approval will be \$5,000.**

#### **4.0 Primary View, Building Envelope and Drivewa**

4.1 Primary View. The location and design of each residence and all other Building Improvements should be tailored to the specific features of each Lot. The term "Building Improvements" means all Improvements other than landscaping and trees; provided, the term "Building Improvements" shall include hedges and other mass plantings. All building Improvements should be sited so as to minimize disruption to the existing natural setting, including mature trees, drainage ways and the Primary View. The "Primary View" for each Marshfront Lot differs based on the Lot's relationship to other Lots as determined by the ARB, but is generally defined as the area facing the marsh and formed by extending opposing lines (1) at a 45 degree angle from each rear corner of a Lot's building envelope or (2) from the rear corners of a Lot's building envelope through the closest rear corners of neighboring Lots' building envelope, whichever area is smaller.

The ARB will use the Primary View concept as a guide, but not an absolute rule, when reviewing proposed Building Improvements.

4.2 Building Envelopes. The ARB has adopted the setbacks established by Charleston County. The minimum setback for the front/street is 50 feet, the rear is 30 feet and the sides are 15 feet on each side. Please note that SC DHEC requires a 50' setback from the critical line. 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 county.

4.3 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 gravel with a concrete apron at the street, unless the ARB approves another material for a particular Lot. Asphalt driveways are prohibited.

- 4.4 Exceptions, Variances. 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 Charleston County also.

**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.

- 5.3 Erosion and Sediment Controls. During any clearing, grading and construction activities on a Lot, all run-off, erosion, and sediment beyond that which occurs in the natural, undisturbed condition of the Lot, must be contained within the Building Envelope. In addition, individual trees or tree groups within the Building Envelope, which are designated for preservation must also be protected from run-off, erosion or sediment damage. Particular care must be exercised on Lots adjacent to marsh or ponds to prevent any negative effects upon these amenities.
- 5.4 Protection of Vegetation. Notwithstanding any provisions herein, no trees may be cut or removed on any lot and no lot may be cleared unless first approved in writing by the ARB. Owners are encouraged to save as many trees as possible on each lot and especially trees at the front, sides and rear that help form a natural canopy.
  - 5.4.1 Inside Building Envelope. In the site planning and placement of a residence, consideration shall be given to preserving mature trees (as defined below) located within the Building Envelope. Equipment used for the removal of trees inside the Building Envelope shall be operated in a manner to avoid damage to vegetation outside the designated clearing area.
  - 5.4.2 Outside Building Envelope. "Mature Trees" outside the Building Envelope may not be cut down or otherwise removed without the specific written approval of the ARB. "Mature trees" for purposes of these Standards shall mean the following (and shall be measured at existing grade):

Type Tree	Diameter
Evergreen	10" or greater
Deciduous	6" or greater
Live Oak	6" or greater
Dogwoods and other Flowering trees	1½" or greater

Notwithstanding the above, no trees may be removed from any Lot in violation of the ordinances and regulations of Charleston County. All builders and owners shall take the reasonable steps necessary to protect mature trees during construction, including fencing and other types of barricades. All trees deemed significant by the ARB must be barricaded for protection as determined by the ARB.

- 5.5 Site Clearing: A land disturbance permit must be obtained prior to any work commencing on site. This permit must be prominently displayed on the lot.
- 5.6 Fines for Unauthorized Cutting. The ARB shall have the authority, in its sole discretion, to assess penalties against an Owner who cuts, damages or removes any trees, shrubs or other vegetation on its Lot contrary to the provisions of these Standards. Such penalties shall be in addition to any costs charged against the Owner's Construction Escrow Deposit, if any, under Paragraph 2.4.2 of these Standards. An Owner shall not under any circumstances cut, damage or remove any trees, shrubs or other vegetation on any other Lot or Common Area property. The ARB shall have the authority, in its sole discretion, to assess penalties against any Owner who violates this rule. The ARB may decide, in its sole discretion, to require an owner to replace damaged or removed trees in lieu of assessing a penalty.

## **6.0 Landscape Design Standards**

- 6.1 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 pinestraw 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.
- 6.2 Design Criteria. The Owner must obtain from the ARB prior written approval before any tree is removed from any Lot. Owners will be encouraged to landscape their lots with plant material which is indigenous to the area and leave untouched as much as possible the existing vegetation and natural amenities. Three canopy trees (3" base) will be required in the front yard of each lot. At least two of the three trees shall be approved street trees.
- 6.3 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.
- 6.4 Landscape Submittal Requirement. A landscape plan must be submitted and approved no later than prior to the start of installation of the outside finish on the residence. Landscaping must be completed prior to occupancy; 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 ARB may agree by written variance to permit plants not tolerant of existing conditions for planting at the time of occupancy to be planted on a schedule as set out in such written variance.

The landscape plan must show all proposed site structures and features including drives and turnarounds, walks, patios, decks, fences, pools, spas, mailboxes, utility boxes, HVAC 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.

- 6.5 Irrigation. Irrigation systems are strongly encouraged for the entire yard, but as a minimum, all front and side yards must be irrigated. Irrigation systems must be approved in writing by the ARB. Shallow or deep wells are permitted; however screening with an approved lattice or vegetation of the pump equipment is required, and such will not be located in the front or side yards.
- 6.6 ARB Responsibility. On its review, the ARB will take into consideration all elements of the individual landscape plan and plant materials selected. The ARB has attached to these Standards as Exhibit A, a listing of recommended plant types to be used in planning the various landscape designs.
- 6.7 Forestation/Reforestation. The overall landscape plan shall include a forestation/reforestation element. For any forestation/reforestation element the ARB will generally require the following:
1. The site shall average at least one tree per 2,000 square feet of area contained in the Lot.
  2. At least fifty percent (50%) of the new trees shall be shade or canopy trees acceptable to the ARB, and
  3. Each new tree shall have a minimum diameter of 3" (measured at a minimum of four (4) feet from grade).

For a Lot on which existing trees will be-substantially preserved, the ARB will generally reduce the number of new trees the Owner is required to plant. The extent of that reduction will depend on the quality and size of the preserved trees and similar factors, and will be determined by the ARB on a case-by-case basis.

- 7.0 Diligent Construction: All Improvements to be constructed on a Lot must be completed within 9 months (as stated in Covenant, Conditions, and Restrictions, 11. Occupancy) following commencement of construction, unless a longer time is approved in writing by the ARB.
- 8.0 Construction Rules. Attached as Exhibit B 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.
- 9.0 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. Approvals by the ARB pursuant to these Standards shall in no event be construed as representations, warranties that the Owner's plans, Final Plans or Improvements comply with any governmental requirements.
- 10.0 Signs. No sign may be placed on a Lot except for Signs approved in writing by the Declarant or its authorized agents or otherwise approved of 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 by 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.

- 11.0 Remodeling and Additions. Lot owners desiring to remodel existing Improvements and/or to construct additions to existing Improvement 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. ARB approval is required for remodeling and additions. Renovation and addition plans must be submitted to the ARB for approval in accordance with Section 2 of these Standards, accompanied by an Additions/Renovations Review Fee of \$150.00.

# **Exhibit A**

## **PARADISE ISLAND**

### **CONTRACTOR GUIDELINES**

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, Fourth of July, Labor Day, Memorial 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. 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. 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 is 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. 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. No Burning or Burial. Burning or burial of construction debris or vegetation is prohibited.
6. 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. Sidewalks must be kept in clean and unobstructed conditions at all times.
7. Silt Fences. Silt fences and/or other devices for sedimentation control shall be installed where necessary.
8. 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. 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. 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. Trailers. No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area of Paradise Island, except as approved in writing by the ARB.
12. 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. A temporary rock base construction entrance must be maintained for a length of 50 feet from the street until construction is completed.
13. 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. 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. Speed Limits. The established speed limit is twenty-five (25) miles per hour and must be obeyed at all times.
16. 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 ARB Coordinator 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 ARB Coordinator and the respective utility company, and (2) bear any cost incurred in connection with repairing such damage.

***For questions regarding contractor guidelines, please contact  
Property Management Services, LLC at 843-881-5459.***

**EXHIBIT B**  
**PARADISE ISLAND**  
**MINIMUM LANDSCAPING PLAN REQUIREMENT CHECKLIST**

Name of Homeowner: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

The goal of the standards is to provide assistance for a landscape plan that enhances individual homes as well as the community at large.

The required number of trees may be reduced at the ARB discretion where there are existing well-preserved trees on the lot.

- \_\_\_\_\_ 1. front yard: three shade trees (evergreen or deciduous) with minimum caliper of 3" measured one foot above ground (ex. Live Oak, Red Maple, Sycamore, etc. –Palm trees are not shade trees.
- \_\_\_\_\_ 2. front yard: one evergreen tree minimum 8' height (ex. Savannah Holly, Palm trees)
- \_\_\_\_\_ 3. front yard: one flowering/ornamental tree with diameter of 1½" measured 1 foot above ground (ex. Crape Myrtle, Redbud)
- \_\_\_\_\_ 4. front yard: 8 shrubs 4-5 feet in height and 3-4 feet in spread.
- \_\_\_\_\_ 5. front yard: 20 shrubs: 10 @ minimum 7 gallon and 10 @ min 3 gallon either deciduous or evergreen.
- \_\_\_\_\_ 6. side yard: and side viewable from the street shall also be landscaped with at least foundation plantings; Along long stretches of house footprint: the bare minimum of one shrub every 4 feet of 4-5 feet in height and 3-4 foot spread.
- \_\_\_\_\_ 8. Sod is required in the front yard and any side yard facing the street and the Right of Way.
- \_\_\_\_\_ 9. All natural or undisturbed areas and planting beds shall be mulched to min. depth 2 inches: pine straw: 4 inches.
- \_\_\_\_\_ 10. Irrigation system components and well shall be enclosed and/or screened from view.  
\_\_\_\_\_ Location & screening must be approved. Type of screening: \_\_\_\_\_
- \_\_\_\_\_ 11. Landscape lighting and or security lighting does not affect adjoining property or public right-of-way; objective is subtle lighting of landscaping or house.
- \_\_\_\_\_ 12. Landscape plan is relative to the size of the footprint of the house, elevation and the size of the lot. (large lots and elevated homes may require more plants and size differential)
- \_\_\_\_\_ 13. Elevated Homes and elevated concrete pools: all foundation plantings shall be 1/2 the height of the foundation wall at the time of installation.



## PARADISE ISLAND —RECOMMENDED PLANT LIST (Exhibit B continued)

The following Recommended Plant List includes most, but not all of the plant materials, which may be used in the community. Indigenous plants are encouraged.

<u>Common Name</u>	<u>Botanical Name</u>
Red Maple	Acer Rubrum
Red Sunset Maple	Acer Rubrum 'Red Sunset'
October Glory Red Maple	Acer Rubrum 'October Glory'
River Birch	Betula nigra
Heritage River	Betula nigra 'Heritage'
Pecan	Carya illinoensis
Deodar Cedar	Cedrus deodara
Green Ash	Fraxinus pennsylvanica
Japanese Ginkgo	Ginkgo biloba
Moraine Honey locust	Gleditsia triacanthos 'Maraine'
Shademaster Honey locust	Gleditsia triacanthos 'Shademaster'
Black Walnut	Juglans nigra
Yellow Poplar	Liriodendron tulipifera
Sycamore	Plantanus occidentalis
Southern Red Oak	Quercus falcata
Water Oak	Quercus nigra
Willow Oak	Quercus phellos
Shumard Oak	Quercus shumardii
Live Oak	Quercus virginiana
Scarlet Oak	Quercus coccinea
Laurel Oak	Quercus laurifolia
Bald Cypress	Taxodium distichum
Bass wood	Tilia americana
Winged Elm	Ulmus alata
Drake Chinese Elm	Ulmus parvifolia 'Drake'
Green Vase Zelcova	Zelcova serrata 'Green Vase'

### UNDERSTORY TREES

#### Common Name

Cocos Palm

Eastern Redbud  
 Flowering Dogwood  
 Carolina Silverbell  
 East Palatka Holly  
 Foster Holly  
 Hume Holly  
 Savannah Holly  
 Nellie Stevens Holly  
 Natchez Crepe Myrtle (white)  
 Potomac Crepe Myrtle (med. pink)  
 Muskogee Crepe Myrtle (lavender)  
 Catawba Crepe Myrtle (dk. purple)  
 Tuscarora Crepe Myrtle (dk. pink)  
 Saucer Magnolia  
 Sweetbay Magnolia  
 Flowering Crabapple  
 Wax Myrtle  
 Pistachio  
 Cherry Laurel  
 Purple Leaf Plum  
 Bradford Pear  
 Aristocrat Pear  
 Palmetto  
  
 Windmill Palm  
 Vitex 'Chaste'

#### BUFFER SHRUBS

##### Common Name

Sasanqua Camellia  
 Elaeagnus  
 Burning Bush Euonymus  
 Forsythia  
 East Palatka Holly  
 Foster Holly  
 Flume Holly  
 Savannah Holly  
 Dwarf Burford Holly  
 Burford Holly  
 Nellie Stevens Holly  
 Yaupon Holly  
 Anise  
 Pfitzer juniper  
 Japanese Privet  
 Variegated Chinese Privet  
 Maiden Grass  
 Japanese Silver Grass

Cercis canadensis  
 Cornus florida  
 Halesia diptera  
 Ilex attenuata 'East Palatka'  
 Ilex attenuata 'Posted'  
 Ilex attenuata 'Hume #2'  
 Ilex attenuata 'Savannah'  
 Ilex Nellie R. Stevens'  
 Lagerstroemia indica 'Natchez'  
 Lagerstroemia indica 'Potomac'  
 Lagerstroemia indica 'Muskogee'  
 Lagerstroemia indica 'Catawba'  
 Lagerstroemia indica Tuscarora'  
 Magnolia soulangiana  
 Magnolia virginiana  
 Malus species  
 Myrica cerifera  
 Pistacia chinensis  
 Prunus californinana  
 Prunus cerasifera 'Atropurpurea'  
 Pyrus calleryana 'Bradford'  
 Pyrus calleryana 'Aristocrat'  
 Sabal Palmetto  
 Sapium Sebiferum  
 Trachycarpus fortunei  
 Vitex agnus-castus

##### Botanical Name

Camellia sasanqua Elaeagnus pungens  
 Euonymus alata Forsythia x intermedia  
 Ilex x attenuata 'East Palatka' Ilex x  
 attenuata Tosteri! Ilex x attenuata '  
 Hume #2' Ilex x attenuata 'Savannah'  
 Ilex comuta 'Dwarf Burford' Ilex  
 cornuta 'Burfordii' Ilex x 'Nellie R.  
 Stevens' Ilex vomitoria Illicium  
 floridanum Juniperus chinensis  
 'Pfitzeriana' Ligustrum japonicum  
 Ligustrum sinense 'Variegatus'  
 Miscanthus sinensis 'Gracillimus'  
 Miscanthus sinensis 'Variegatus'

Wax Myrtle  
Nandina  
Oleander  
Fortunes Tea Olive  
Fragrant Tea Olive  
Pittosporum  
Variegated Pittosporum  
Formosa Firethorn  
Majestic Beauty Hawthorn  
Japanese Clevera

## **ORNAMENTAL SHRUBS**

### **Common Name**

Edward Goucher Abelia  
Sherwood Abelia Purpleleaf  
Japanese Barberry Harrington  
Plum-Yew Cotoneaster  
Daylily Carissa Holly Dwarf  
Horned Holly Juniper  
Sargeants Juniper  
Creeping Juniper  
Harbour Dwarf Nandina  
Dwarf Pittosporum  
Dwarf Indian Hawthorn

## **GROUNDCOVERS/VINES**

### **Common Name**

Akebia  
Weeping Love Grass  
Wintercreeper  
English Ivy  
Hypericum  
Candytuft  
Kadsura  
Liriope  
Miscanthus  
Mondo Grass  
Fountain Grass  
Asiatic Jasmine  
Confederate Jasmine

## **TURF**

Tifton Bermuda  
Centipede  
Saint Augustine

Myrica cerifera  
Nandina domestica  
Nerium oleander  
Osmanthus fortunei  
Osmanthus fragrans  
Pittosporum tobira  
Pittosprum tobira rVariegata!  
Pyranantha koidzumi  
Raphiolepis umbellata 'Majestic Beauty'  
Ternstroemia gymnanthera

### **Botanical Name**

Abelia x grandiflora 'Edward Goucher'  
Abelia x grandiflora 'Sherwoodii'  
Berberis thunbergii 'Atropurpurea'  
Cephalotaxa harringtonia  
Cotoneaster horizontalis  
Hemeroclis hybrida  
Ilex cornuta 'Carissa'  
Iflex cornuta 'Rotunda'  
Juniperus species  
Juniperus chinensis 'Sergentii'  
Juniperus horizontalis  
Nandina domestica 'Harbour Dwarf'  
Pittosporum tobira 'Wheeler's Dwarf'  
Raphiolepis indica

### **Botanical Name**

Akebia quinata Eragrostis curvula  
Enonymous fortunei 'Coloratus'  
Hedera helix Hypericum calycinum  
Iberis sempervirens Kadsura  
japonica Liriope species  
Miscanthus sinesis Ophiopogon  
japonicus Pennisetum  
alopecuroides Trachelospemutn  
asiaticum Trachelospernum  
jasminoides

Cynodon dactylon 'Tifton 419'  
Eremochlea ophiuroides  
Stenotaphrum secundatum

**CONSTRUCTION APPLICATION *PARADISE ISLAND - ARB***

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

Contractor. \_\_\_\_\_

License Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

Construction Location (Lot No.): \_\_\_\_\_

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

New Construction: \_\_\_\_\_ Major Improvement to Existing Structure: \_\_\_\_\_

Deposit Date: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Check No.,: \_\_\_\_\_

Agreement:

I, \_\_\_\_\_ as owner of the property described above, do hereby submit this deposit in good faith to PARADISE ISLAND ARB for insurance that the construction will be implemented in accordance with the final plans as approved by the ARB.

I further agree that:

1. I have read the Architectural Review Board Guidelines and Covenants and Restrictions and do agree to follow these in full understanding.
2. I agree to construct and fulfill the plans and specifications as approved for this project in the final review by ARB.
3. I understand that the deposit submitted will be returned in full after the approval of the landscaping plan and the installation of the landscaping with a satisfactory inspection. A deduction can be made for expenses necessary to make corrections, changes, site clean-up, repairs necessary to common areas including street cleaning of sand, silt, and debris created as a result of this lot activity or damage to any natural habitat outside of the delineated construction boundaries.

This application, agreement, deposit made this date \_\_\_\_\_ by

\_\_\_\_\_  
Applicant Signature \_\_\_\_\_

Approved by ARB:

Name \_\_\_\_\_ Date \_\_\_\_\_

Return of Deposit

By \_\_\_\_\_ Date \_\_\_\_\_

**PARADISE ISLAND**

*Modification Form*

*Request for ARB Approval for Exterior Modifications*

*Modification Review Fee \$150.00 (made payable to Paradise Island HOA)*

Items 1 through 8 are to be completed by the homeowner.

1. Name of Homeowner \_\_\_\_\_ 2. Date of Request \_\_\_\_\_

3. Home Address \_\_\_\_\_ 4. Telephone Number \_\_\_\_\_

5. Description of Request \_\_\_\_\_  
\_\_\_\_\_

6. Attach a copy of the plat or a sketch showing the following types of modifications or additions:

Fences, Landscaping, Docks, Porches, Decks, Swimming Pools, Buildings or Screening

7. Requested Start Date \_\_\_\_\_ 8. Approximate Completion Date \_\_\_\_\_  
\_\_\_\_\_

**To Be Completed By The ARB**

Date Request Received \_\_\_\_\_ Check # \_\_\_\_\_

ARB Action: Approved without conditions \_\_\_\_\_

Approved with the following conditions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional information required \_\_\_\_\_

Not approved for the following reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARB Signature(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of ARB action \_\_\_\_\_ Date Homeowner notified \_\_\_\_\_

Mail completed form to Paradise Island c/o Property Management Services, LLC  
1340-G Ben Sawyer Boulevard, Mount Pleasant, SC 29464

**Questions: 843-881-5459**

## **CONSTRUCTION VIOLATION / PARADISE ISLAND**

Name:

Date:

Property Address:

All owners of property at Paradise Island are legally bound by the recorded Protective Covenants entitled Declarations of Covenants, Restrictions and Easements of Paradise Island. During a recent inspection, it was noted that your property is not in compliance with the following provision of the Covenants:

- No construction may take place without a permit from Charleston County and approval of the plans from the ARB.
- All construction activity must take place within the limits to the subject property. No storage or parking on adjacent property is permitted.
- Each contractor is responsible for site safety and cleanliness. Contractor must provide dumpsters and temporary bathroom facilities as required for construction. Dumpsters and bathroom facilities must be emptied weekly.
- No burning, loud music, disturbing activity, etc. is permitted on construction sites. All work sites must conform to all local laws and ordinances.
- No deviations shall be made from the approved drawings submitted to the ARB without prior approval. The owner of the property will be responsible for correcting the deficient work.
- A compliance deposit of \$4,000 is required and will be refunded only when work is deemed to be completed and compliant with the approved design and the ARB standards. Refer to the compliance statement on ARB application form.
- Other \_\_\_\_\_

### **Fine Process**

\$1,000 Fine per Month

- Incomplete or no final inspection
- Construction activities beyond 12 months without ARB approval

\$1,000 Fine per Incident

- Clearing/building/tree cutting without ARB approval
- Landscaping prior to ARB approval of landscaping plan
- Damage of wetlands, buffers, or common area (fine and cost of repairs imposed)
- Working on Sunday or beyond authorized hours without ARB approval
- Plan changes without ARB approval

\$500 Fine per Incident

- Sand washing into road (fine & \$50/day imposed)
- No trash container at foundation framing
- No port-o-potty at foundation framing
- Accumulated rubbish, debris, or trashy building site
- Unauthorized dumping (fine & cost of clean-up imposed)
- Unauthorized burning
- Trailers parked in street overnight (fine & \$100/day)
- Excessive non-construction noise (radios, etc.)
- No erosion control device – device not being maintained (fine & \$100/day imposed)

**There will be a \$5,000 fine and a stop work order for any docks started without written permission from the ARB.**

*If you have any questions or concerns please contact Property Management Services  
at: (843) 881-5459*

**PARADISE ISLAND  
REQUEST FOR REVIEW**

Preliminary

Final

Date submitted: \_\_\_\_\_ Lot number: \_\_\_\_\_ Phase: \_\_\_\_\_

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

Owner's name: \_\_\_\_\_

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: Heated first floor: \_\_\_\_\_ Heated second floor: \_\_\_\_\_  
Heated mezzanine area: \_\_\_\_\_Total heated area: \_\_\_\_\_  
Unheated porches/decks: \_\_\_\_\_ Total square footage: \_\_\_\_\_
9. Are any variances from the Architectural Review Board Standards being requested under this application?  Yes  No

If yes, please describe and give reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



10. Describe type of material and color for exterior finishes for the following:  
(Provide color samples, details on all doors and windows- pictures are fine)

- a. Siding/wall finish: \_\_\_\_\_ Color \_\_\_\_\_
- b. Trim: \_\_\_\_\_ Color \_\_\_\_\_
- c. Roofing: \_\_\_\_\_ Color \_\_\_\_\_
- d. Doors: \_\_\_\_\_ Color \_\_\_\_\_
- e. Foundation Screening(louvers): \_\_\_\_\_ Color \_\_\_\_\_
- f. Paving: \_\_\_\_\_ Color \_\_\_\_\_
- g. Garage Doors(must be single doors): \_\_\_\_\_ Color \_\_\_\_\_
- h. Shutters \_\_\_\_\_ Color \_\_\_\_\_

11. Has a structure within Paradise Island been previously constructed from these plans?

Yes  No

If yes, give lot # or address: \_\_\_\_\_

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

Preliminary Review

- Site Plan (2)
- Elevation drawings (2)
- Floor plans (2)
- Review Fee (\$1,200)
- Construction Escrow  
Deposit (\$4,000.00-refundable)
- Exterior color samples (optional)
- Landscape plan (2 copies- optional)

Final Review

- Site plan
- Elevation drawings
- Floor plans
- Topographic survey
- Material samples
- Color samples
- Cutsheets (window, doors, light  
fixtures, etc)
- Review fee and Deposit Copies
- Landscape plan (2)

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

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

\_\_\_\_\_  
Date

Review Fee \$ \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**Paradise Island  
Construction Deposit  
Architectural Review Board**

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

New Construction

Major Improvements to existing structure

Lot number, Phase and Street: \_\_\_\_\_

Owner's name: \_\_\_\_\_

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

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

Telephone/Fax No. \_\_\_\_\_

SC License number: \_\_\_\_\_

---

---

**AGREEMENT**

I, \_\_\_\_\_, as contractor for the construction project described above, do hereby submit this deposit in good faith to the Paradise Island Architectural Review Board for assurance that the construction will be implemented in accordance with the final plans as approved by the Architectural Review Board.

I further agree that:

1. 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.
2. 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.
3. I understand that the deposit submitted will be returned in full after a satisfactory inspection, unless a deduction is necessary for any corrections or changes not approved by the Board prior to implementation.
4. I am responsible for the behavior and actions of all workers contracted to do work on this job while they are at work.
5. 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.

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

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

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

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

**PARADISE ISLAND**  
**ARCHITECTURAL REVIEW BOARD**  
*Property & Project Information*

*Date:* \_\_\_\_\_ *Lot No.:* \_\_\_\_\_ *Phase:* \_\_\_\_\_ *Street Address:* \_\_\_\_\_

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

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

*State:* \_\_\_\_\_ *Zip:* \_\_\_\_\_ *Phone/Fax:* \_\_\_\_\_

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

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

*State:* \_\_\_\_\_ *Zip:* \_\_\_\_\_ *Phone/Fax:* \_\_\_\_\_

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

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

*State:* \_\_\_\_\_ *Zip:* \_\_\_\_\_ *Phone/Fax:* \_\_\_\_\_

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

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

*State:* \_\_\_\_\_ *Zip:* \_\_\_\_\_ *Phone/Fax:* \_\_\_\_\_

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

Work to be conducted: \_\_\_\_\_

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

**ARCHITECTURAL REVIEW BOARD  
PARADISE ISLAND**

**Checklist**

Date \_\_\_\_\_

Lot # \_\_\_\_\_

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

- |   |           |
|---|-----------|
| <input type="checkbox"/> Preliminary Review | YES or NO |
| <input type="checkbox"/> Form               | Y    N    |
| <input type="checkbox"/> Two Sets of Plans  | Y    N    |
| <input type="checkbox"/> Application        | Y    N    |

Sent to ARB

Recommendation Received by ARB

Preliminary Meeting

Comment Letter Sent to Builder

Construction Bond Received

Work to Begin                                   Y    N

(If NO, requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- |   |        |
|---|--------|
| <input type="checkbox"/> Final Building Plans Submitted | Y    N |
| <input type="checkbox"/> Color Choices                  | Y    N |
| <input type="checkbox"/> Materials                      | Y    N |

Site Plan

Landscaping Plan

Return of Construction Bond and Completion of Project

Final Approval

Construction Committee Badge

**Final Inspection / Deposit Refund**  
**Paradise Island**

**DATE:** \_\_\_\_\_

**Lot number:** \_\_\_\_\_ **Phase:** \_\_\_\_\_ **Owner's Name:** \_\_\_\_\_

**Owner's Address:** \_\_\_\_\_

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

**Requested Date of Inspection:** \_\_\_\_\_

I do hereby certify in good faith that the contracted structure on said lot does conform to the Standard Building Code, local codes, and the Paradise Island Architectural Review Board Requirements and standards and the final plans as approved by the Architectural Review Board. All site work, landscaping, cleaning, removal of temporary utilities and repair of damage to rights of way and common areas has been implemented. This constitutes a request for return of Architectural Compliance deposit.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**ARB Use:**

**DEPOSIT RETURNED IN FULL**

**PARTIAL REFUND**

**Amount Refunded:** \$ \_\_\_\_\_

**REASON FOR WITHHOLDING:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Paradise Island VIOLATION NOTICE

**DATE:**

**NAME:**

**ADDRESS:**

**PARADISE ISLAND ADDRESS:**

Dear Paradise Island Property Owner:

The property owners of Paradise Island properties are legally bound by the recorded Protective Covenant entitled "Declaration of Covenants and Restrictions of the Property Owners Association, Inc." The standards require all Owners to maintain their properties.

*These restrictions ensure the protection of property values to all property owners. Please make every effort to address the violation cited below, as inspected on \_\_\_\_\_ (date).*

- Improper maintenance of landscaping: weeds, underbrush, dead plants, lack of mulch, trees, mowing, pruning, etc.
- Trash, rubbish, unscreened trash containers. Garbage cans are to be removed from view of the street except on pick-up day.
- Irrigation piping is not concealed with landscaping.
- Mailbox: repair, replace. Mailbox stand: repair, replace, paint.
- Fence in need of repair, paint, or replacement.
- Boats/trailers not allowed to be stored on property. Commercial vehicles not allowed to be stored on property. Overnight parking on the street is not allowed.
- Additions to your home/yard without ARB approval.
- Variations from the PI ARB approved plans
- Other: \_\_\_\_\_

You are requested to bring your property into compliance within 30 (thirty) days.

If you have any questions or concerns, please contact the Paradise Island Association Manager and ARB Coordinator, xx- via e-mail at: xx or you may contact me directly at: xx.

cc: Paradise Island Board of Directors  
Architectural Review Board of PI

- First Notice
- Second Notice
- Fine \$ \_\_\_\_\_
- HOA Attorney

# **Paradise Island Sign Policy**

**Effective January 1, 2008**

## In General

No sign shall be placed within 50 feet of the street including but not limited to "No Trespassing" and security company signs.

## Exceptions

1. Written approval from the Board of Directors
2. For Sale

Each property shall be allowed a single sign advertising the property for sale. The sign must meet the specifications\* set forth below.

3. Building

During home construction, defined as the period between building permit and Certificate of Occupancy ("CO"), each property shall be allowed a single sign for the purpose of advertising the contractor, owner, architect, landscape architect, and any other information deemed pertinent by the owner. The sign must meet the specifications\* set forth below. Once a CO is obtained, the sign must be removed.

## Violations

All violations are subject to enforcement by the Board of Directors. The Board reserves the right to remove any sign(s) not in compliance with this Sign Policy.

## \*Specifications

- All signs shall be constructed out of plywood 1/2 inch thick or greater
- The maximum dimensions are as follows: Height: 24 in. x Width 32 in.
- Each sign post shall be 4 in. x 4 in, in size with or without an optional copper cap. Sign posts shall be primed and painted Charleston Green.
- The background color of each sign shall be Charleston Green. All lettering shall be white. An optional gold border shall be placed around the perimeter of the sign. A palm frond may be placed on the sign. No other logos or pictures shall be placed on the sign.
- Each sign may have a rider and/or an information box posted on it. Riders shall be limited to "Waterfront", "Deep Water", "Dock Permit in Hand" if applicable, or other descriptive words upon written approval by the Board of Directors.

**AGREEMENT  
PARADISE ISLAND  
RESPECTIVE TO TRASH AND DEBRIS**

This acknowledges that I am the Owner of Lot \_\_\_\_\_ in Paradise Island and I agree to keep the lot free from all trash and debris and to keep the lot clean and to work only during the construction hours as outlined in the ARB Guidelines/ Contractor Rules.

**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 our 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 existing homes.

**SILT FENCE** Erosion control device maintained daily and installed properly. All trees that are to remain must be protected in regards to the drip line with protective fencing.

**DEBRIS** Building materials will be removed by each sub-contractor at the appropriate time. No debris will be deposited on any adjacent lots.

Furthermore, I agree that such trash or debris will be hauled off Paradise Island property and I recognize that if my Builder or any sub-contractor is proven to have dumped any trash or debris on Paradise Island 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.

**Date:** \_\_\_\_\_ **Owner Signature:** \_\_\_\_\_

**General Contractor for this property:**

\_\_\_\_\_

\_\_\_\_\_  
Phone Number: