

STATE OF SOUTH CAROLINA )  
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COUNTY OF BEAUFORT ) **FOURTH AMENDMENT AND  
RESTATEMENT OF THE PALMETTO  
DUNES RESORT REGULATIONS**

**THIS FOURTH AMENDMENT AND RESTATEMENT OF THE PALMETTO DUNES RESORT REGULATIONS** (the “Amendment”) is made effective FEBRUARY 26, 2018, by the **PALMETTO DUNES PROPERTY OWNERS ASSOCIATION, INC.**, a South Carolina nonprofit corporation (“PDPOA”).

**WHEREAS**, pursuant to (i) that certain 2004 Amendment to Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Within Palmetto Dunes Resort dated December 28, 2004 and recorded in the Office of the Register of Deeds for Beaufort County in Book 2076 at Page 1621 (the “Consolidated Limited Residential Covenants of Greenwood Development Corporation”), and (ii) that certain 2004 Amendment to Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Within Palmetto Dunes Resort dated December 28, 2004 and recorded in Book 2076 at Page 1621 (the “Consolidated Multi-Family Residential Covenants of Greenwood Corporation”), Greenwood Development Corporation adopted the Palmetto Dunes Resort Regulations (the “Resort Regulations”); and

**WHEREAS**, Greenwood Development Corporation amended to the Resort Regulations and made the same applicable to additional property within the Palmetto Dunes Resort pursuant to that certain Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Within Palmetto Dunes Resort dated November 7, 2005 and recorded in Book 2282 at Page 1313 (the “Palmetto Dunes Road Covenants”); and

**WHEREAS**, pursuant to the aforesaid declarations, as amended, Greenwood Development Corporation retained the right to amend the Resort Regulations effective upon thirty (30) days mailing of notice to the record owners of all lots, parcels or dwelling units within the Palmetto Dunes Resort in further accordance with the said declarations; and

**WHEREAS**, Greenwood Development Corporation assigned all its rights relative to the Resort Regulations to the PDPOA pursuant to those assignments recorded in Book 2295 at Page 1292, Book 2295 at page 1306, and Book 2295 at Page 1326; and

**WHEREAS**, the Resort Regulations were subsequently amended (i) by that First Amendment to Palmetto Dunes Resort Regulations dated April 21, 2011, recorded in Book 3099 at Page 1467, (ii) by that Second Amendment to Palmetto Dunes Resort Regulations dated January 19, 2012, recorded in Book 3149 at Page 1183, and (iii) by that Third Amendment to Palmetto Dunes Resort Regulations dated May 24, 2012, recorded in Book 3150 at Page 3267;

**WHEREAS**, by affirmative vote of its Board of Directors, the PDPOA has amended and restated the Resort Regulations for the purpose of incorporating the aforesaid previous amendments and to revise certain fines associated with violations thereof.

**NOW THEREFORE**, pursuant to (i) Article XIV, Section 14-8 of the Consolidated Limited Residential Covenants of Greenwood Development Corporation, (ii) Article XIII, Section 13-8 of the Consolidated Multi-Family Residential Covenants of Greenwood Corporation, and (iii) Article 4, Section 4.9 of the Palmetto Dunes Road Covenants, the PDPOA hereby publishes and adopts its Amended and Restated Resort Regulations.

1. The above recitals are incorporated here.
2. The Resort Regulations are hereby amended and restated in entirety to be the 2018 Amended and Restated Palmetto Dunes Resort Regulations as attached hereto at Exhibit "A".
3. This amendment does not amend, alter or modify the Palmetto Dunes Resort Notice and Hearing Policies which are attached as Exhibit "C" to the aforesaid amendments to the Consolidated Limited Residential Covenants of Greenwood Development Corporation, the Consolidated Multi-Family Residential Covenants of Greenwood Corporation, and the Palmetto Dunes Road Covenants.
4. The 2018 Amended and Restated Palmetto Dunes Resort Regulations shall be deemed effective as of APRIL 1, 2018. PDPOA shall give thirty (30) days notice of the amendment to all property owners prior to such effective date.

*[Signature Page(s) Follow]*

IN WITNESS WHEREOF, the Palmetto Dunes Property Owners Association, Inc. has caused the execution of this instrument as of the date first written above.

WITNESSES:

PALMETTO DUNES PROPERTY OWNERS ASSOCIATION, INC.

*[Handwritten signatures]*

By: *Michael D. Vaughn*  
Michael Vaughn  
Its: Chairman

Attest:  
By: *Koji Shimada*  
Koji Shimada  
Its: Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )

**ACKNOWLEDGMENT**

I, the undersigned notary, do hereby certify that Michael Vaughn, as President and Koji Shimada, as Secretary of the PALMETTO DUNES PROPERTY OWNERS ASSOCIATION, INC, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26<sup>th</sup> day of February, 2018.



*Jasmine Milledge*  
Notary Public for South Carolina  
My Commission Expires: 01/22/24

**EXHIBIT "A"**

2018 Amended and Restated  
Palmetto Dunes Resort Regulations

**The 2018 Amended and Restated  
Palmetto Dunes Resort Regulations**

Pursuant to Section 14.1 of the 2004 Amendment to the Consolidated Limited Residential Covenants of Greenwood Development Corporation and also pursuant to Section 13.1 of the 2004 Amendment to the Consolidated Multi-Family Covenants of Greenwood Development Corporation and also pursuant to Section 4.1 of the Palmetto Dunes Road Covenants, said Limited Residential Covenants and Multi-Family Covenants and Road Covenants hereafter collectively referred to as "Covenants", each of which as may be subsequently amended, Greenwood Development Corporation ("GDC") adopted the Palmetto Dunes Resort Regulations hereafter referred to as the Regulations. The Regulations may be amended without further amendment to the Covenants.

The Regulations were subsequently amended by the Palmetto Dunes Property Owners Association, Inc. (the "PDPOA") on April 21, 2011, on January 19, 2012, and on May 24, 2012, each such amendment having been duly recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

The Board of Directors of the PDPOA hereby adopts these 2018 Amended and Restated Palmetto Dunes Resort Regulations for the purpose of, among other matters, (i) incorporating the above said prior amendments and revising certain fines for violations; (ii) updating and including a schedule of fines for violations; and (iii) reflecting the adoption of additional rules as Regulations applicable to the use of the PDPOA's common properties and covenant enforcement.

Certain of these Regulations are, for the sake of convenience, restated from the Covenants. Any omission of any other provisions contained in the Covenants shall not be construed to in any way diminish or modify the Covenants.

**A. ROADS AND STREETS**

1. No golf carts may be operated on the roads and streets in Palmetto Dunes Resort except those being used by golf course operations, property maintenance and housekeeping or those being transported between golf cart maintenance or storage areas and the golf pro shop area and those utilized by golfers within designated cart path areas, including those areas which cross the roads.
2. The roads and streets in Palmetto Dunes Resort are for the exclusive use of automobiles, authorized trucks and buses. The term "automobile," as used in all PD Covenants, shall be deemed to mean a four-wheel passenger motor vehicle which meets all criteria for operation on an interstate highway within the state of South Carolina. All other vehicles, including, but not limited to motorcycles, motorbikes, motorized scooters, go carts, mopeds or all-terrain vehicles may be not operated anywhere within Palmetto Dunes Resort.
3. Section 3-19 of each of the aforementioned set of Covenants requires compliance with all "No Parking" signs and other restricted parking signs as they are posted within Palmetto Dunes Resort. The PDPOA may engage a towing company to remove vehicles parked in violation of such signs or existing parking policies. In addition to a fine assessed by the PDPOA, the

owners of any vehicles towed shall be required to pay the cost of towing and storage before their vehicles may be recovered.

4. Drivers and Pedestrians are required to abide by all state and local traffic regulations and all posted signs regarding the use of the roadways, pathways, trails, and other common property.

## B. BICYCLES

Bicycle riders must obey all signs. Bicycle riders are not permitted to ride in prohibited areas, including but not limited to, golf cart paths unless expressly permitted to do so. Bicycle riders may be required to possess a bicycle tag.

## C. LAGOON AND LAKES

1. Use and Enjoyment by Members. Other than the rights reserved by GDC for its invitees, the Palmetto Dunes lagoon and lakes are for the enjoyment of the Palmetto Dunes and Leamington property owners, their guests, and their tenants. Commercial use of the lagoon and lake system by Members and their guests is prohibited. Use of the lagoon and lake system is subject to these Regulations and the PDPOA Lagoon and Lake Policies Procedures & Guidelines, as amended from time to time (the "Lagoon PP&G").
2. Swimming/Paddleboards. Swimming and the use of paddleboards is prohibited (see section J of these Regulations).
3. Watercraft. The entire lagoon and lake system is a no wake zone. Only self-propelled boats (such as canoes and kayaks) and electric powered boats are permitted in the lagoons.

All boats and watercraft:

- a. must be stored in accordance with the Lagoon PP&G;
- b. must comply with applicable state and local laws.

Electric boats:

- a. must be registered with the PDPOA;
- b. are subject to size and height limitations promulgated by PDPOA from time to time.

4. Fishing. Fishing is permitted from the locations described in the Lagoon PP&G, subject to the following requirements:
  - a. all fishermen must possess a valid fishing license from the South Carolina Department of Natural Resources, and abide by all state and local fishing regulations;
  - b. all fishermen shall practice "catch and release" to preserve the fish population
  - c. commercial fishing by Members or guests is prohibited.
5. Wildlife. Feeding or harassing of wildlife within or upon the lagoon and lake system or any other common property of PDPOA is prohibited.
6. Discharge, Release or Dumping. The discharge or release or dumping of any substance into the

lagoon and lake system which might in any way impair its operation or water quality or endanger the health and welfare of the aquatic life therein is prohibited. Such substances include, without limitation, swimming pool and/or spa water or waste, fertilizers, pesticides, or chemicals; grass clippings; leaves; pine straw and/or other landscape bedding material.

7. Trees and Bushes. Property Owners are responsible to keep bushes and trees from hanging into the lagoon and lake system and must remove any that fall therein.
8. Docks and Bulkheads. All docks and bulkheads shall be maintained in good repair to prevent any unsightly, unclean, unsafe or unkempt condition.
9. For more information regarding these Regulations and policies and procedures of the lagoon and lake system, reference is made to the Lagoon PP&G.

#### D. RENTAL PROPERTIES

Property Owners who rent their Property shall not allow their Property to be occupied by more persons than are permitted pursuant to the terms of the rental agreement or lease. Property Owners who rent their Property shall likewise not allow the number of vehicles permitted pursuant to the terms of the rental agreement or lease to be exceeded. Similarly, those guests or lessees of the Property Owner (i.e. Property Owner's Guests) shall not occupy the Property with more persons permitted pursuant to the rental agreement or lease and shall not have more vehicles on the Property than the number permitted pursuant to the rental agreement or lease.

#### E. MISCELLANEOUS

1. Unauthorized Entry. All areas behind the gates and residential areas outside the gates are for Property Owners and authorized Guests and commercial deliveries. No vehicle may enter these areas without a proper pass or decal.
2. Covenant Violations.
  - a. The Covenants and Resort Regulations set forth certain requirements, rules and regulations. Examples of such include, but are not limited to, prohibitions against sound devices (no exterior speakers, horns, whistles, bells or other exterior sound devices), live music, exterior lights or signs, hanging of laundry in public view, improper storage of boats, trailers or trucks, failure to control/leash pets, unkempt yards, landscape debris, and /or offensive activity. Offensive activity includes, but is not limited to, a nuisance or any noisy behavior, bright lights, loud hi-fi or any other unreasonable behavior which deprives residents from the peaceful enjoyment of their homes.
    - i. hanging laundry in public view is prohibited;
    - ii. waste and recycling receptacles must be maintained in an enclosed service yards at all times;
    - iii. the use of fireworks is prohibited within the resort without the prior written approval of the PDPOA;
    - iv. commercial vehicles, busses, recreational vehicles or holiday campers, boats, trailers, and/or commercial or construction equipment must be stored within

an enclosed structure or garage;  
v. outdoor burning of rubbish, trash, waste, or other debris is prohibited.

- b. In addition to any fine(s) assessed for violations of the above, the PDPOA may refuse to issue an access pass to the guests of the property owner or host until the violation has been corrected to the satisfaction of the PDPOA. The PDPOA may also seek any other remedy provided under the Covenants and Resort Regulations as well as injunctive relief and any other remedy existing at law or in equity for violations of this Section E., subparagraph 2.
3. **Contractor Compliance.** Contractors, subcontractors, landscapers, rental companies, caterers and all other service providers (herein after referred to as “Contractors”) who enter and/or use the private roadways within the residential areas of Palmetto Dunes Resort shall be subject to these Regulations, including being subject to the enforcement provisions set forth in the Regulations. In consideration for obtaining access into Palmetto Dunes, either on a daily or periodic basis, each Contractor agrees that the acceptance of such a vehicle pass for access constitutes an agreement to comply with these Regulations and the Covenants, including being subject to the enforcement provisions set forth in these Regulations.
- a. Contractors are prohibited from solicitation, improper storage of construction equipment (such as forklifts, dumpsters, trailers, cars, and trucks) on a building site or on "Common Property", causing the existence of unkempt yards, landscape debris, dumping of trash or debris and working during restricted hours. Contractors are also subject to additional rules contained in the ARB PP&Gs (as hereinafter defined) as those policies may be amended from time to time, and which policies are cross referenced and incorporated by reference herein.
  - b. Commercial vehicles utilized by Contractors are responsible for damage done to any private property within Palmetto Dunes Resort and to the Common Property, including but not limited to, damage to curbs, road pavement, the adjacent rights of way, landscaping and irrigation systems. Operators of commercial vehicles are responsible to clean up any spills on roads or other property. Contractors shall be liable for any damage caused.
  - c. More than two violations of any provision of the Covenants and/or Resort Regulations or failure to pay any fine for violation thereof may result in the loss of an access decal and other privileges and the PDPOA may refuse to grant future access into Palmetto Dunes Resort or revoke the privilege of any contractor or vendor doing business in the resort for a period of time determined by the PDPOA.
  - d. Any Contractor who aids or assists an owner or renter in the violation of Section E., subparagraph 2, above shall be subject to the same penalties as the owner or renter of the property.
  - e. For information concerning permitted hours of work and restricted hours of work, reference is made to the Palmetto Dunes Gate Access Policies, Procedures & Guidelines.



4. Damage to Property. Property Owners, and Property Owners' Guests, who enter into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes are responsible for the damage they cause to private property and Common Property, including without limitation, damage to curbs, road pavement, road rights-of-way, landscaping and irrigation systems. They are responsible for the cleanup of spills on roads or other property. In addition to liability for damage and the responsibility for mitigation of any damage, the PDPOA may assess a fine.
5. Continuing Violations. With respect to any continuing violation, each day that the violation occurs or remains uncorrected, it may be treated as a separate violation. Additional fines may be imposed for each such additional day that the violation continues.
6. Repeat Offenses. If a second or subsequent violation of the same nature is made within 30 days of a previous violation, then the fine for such violation is double the amount of the fine for the previous violation.

F. ARB POLICIES, PROCEDURES AND GUIDELINES

PDPOA may from time to time adopt regulations known as the Architectural Review Board Policies, Procedures and Guidelines (the ARB PP&G). Any violation of regulations then in effect will subject the Property Owner and any contractor, subcontractor, landscaper or other service provider to the fines and sanctions contained therein and in these Regulations. Any and all fines may be deducted from (but are not limited to the amount of) any Compliance Deposit held by the ARB. Fines beyond the amount of any Compliance Deposit shall be due as provided in the PP&G and in these Regulations.

G. ACCESS SANCTIONS

1. Commercial Access. PDPOA may revoke the access decal of any contractor, subcontractor, landscaper or other service provider who fails to pay any fine provided by these Resort Regulations or is otherwise in violation of the Covenants or these Resort Regulations. Such party will be denied access into Palmetto Dunes Resort until such fine is paid or violation corrected.
2. Property Owner Access. For any Property Owner who fails to pay any fine provided by these Resort Regulations or is otherwise in violation of the Covenants or these Resort Regulations, PDPOA may issue (in lieu of any annual decal) a 14-day decal to such Property Owner or their immediate family members upon the property owner's request the 14-day decal may be renewed upon the Property Owner appearing in person at the PDPOA offices and requesting a new 14-day decal. Further, with respect to any Property Owner who has failed to pay any fine provided by these Resort Regulations or is otherwise in default under the Covenants or these Resort Regulations, PDPOA may revoke such Property Owner's PIN and such Owner shall appear in person to obtain passes for any guests or invitees.
3. For information concerning access to Palmetto Dunes Resort through the roadways, reference is made to the Palmetto Dunes Gate Access Policies and Procedures Manual.

**H. REGISTRATION OF EVENTS**

The use of property for an outdoor event of 50 or more people not hosted and attended by the property owner will require the host of the event to:

- a. preregister the event with the PDPOA using the form “Registration of Special Events” as promulgated by the PDPOA from time to time; and
- b. enter into an Event Agreement with the PDPOA formalizing the terms and conditions under which the event will be conducted.

The fine for any violation of this paragraph H shall be \$5,000.00.

**I. DRONES**

The use and operation of any unmanned or remotely piloted aerial vehicle or craft, to include those commonly referred to as “drones”, is prohibited on or above any of the common property, without the prior written consent of the PDPOA, which will only be considered upon the request of a licensed commercial drone operator for limited commercial purposes. The use or operation of such drone on or over the property of another Member, without the prior approval of that Member, will be considered by the PDPOA as an offensive activity under Section 3-12 of the Covenants.

**J. PROHIBITION OF PADDLEBOARDS**

The use of paddleboards is prohibited within the PDPOA lagoon and lake system, including portions of the lagoon which transverse the Leamington community, and in PDPOA lakes. Anyone violating this prohibition shall be subject to the fines, and other remedies as set forth under the Covenants and Resort Regulations, as well as injunctive relief and any other remedy existing at law or in equity for violation of this Section J. For the purposes of these regulations the term "paddleboard" shall mean a buoyant board of whatever configuration and construction, used recreationally by individuals who stand to ride on such boards and propel the board through use of a long paddle while balancing themselves in an upright position on the board, kneeling on the board, or otherwise mounted astride the board.

**K. REFERENCE TO REGULATIONS**

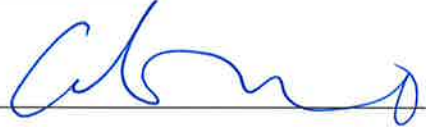
These Regulations shall be referred to as “2018 Amended and Restated Palmetto Dunes Resort Regulations”. These Regulations may be amended and/or restated from time to time, any such amendments to reflect the subsequent effective date.

**L. FINES**

Attached hereto at Schedule 1 is a list of the fines currently in effect as adopted and/or amended by the PDPOA pursuant to Section 14-3.3 of the Consolidated Limited Residential Covenants of GDC, and Section 13-3.3 of the Consolidated Multi-Family Covenants of GDC, and Section 4.4.3 of the Palmetto Dunes Road Covenants. These fines are in addition to and not in lieu of any and all other remedies and sanctions available to the PDPOA pursuant to the above said Covenants.

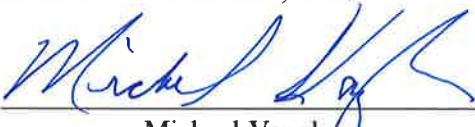
Adopted by the Palmetto Dunes Property Owners Association, Inc.  
this 16th day of February, 2018.

WITNESSES

  
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\_\_\_\_\_

PALMETTO DUNES PROPERTY  
OWNERS ASSOCIATION, INC.

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

Michael Vaughn  
Its: Chairman

Attest:

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

Koji Shimada  
Its: Secretary

## Schedule 1 - PDPOA Schedule of Fines

### PDPOA PRIVATE CITATION SYSTEM VIOLATIONS & FINES

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#### Violations 01-00: ROAD AND STREETS/UNAUTHORIZED USE OR ACCESS VIOLATIONS

Violation 01-01: Regulation A(1-2), Use of Prohibited Forms of Transportation on Streets or Roads  
*(no motorcycles, motorbikes, motorized scooters, low speed vehicles, golf carts, go-carts, mopeds, or all-terrain vehicles)*

Fine: \$100

Violation 01-02: Regulation A(3), Improper Parking or Parking in Unauthorized Areas  
*(on roadway, on leisure path, on lawns, on common areas, in no parking zones)*

Fine: \$100

Violation 01-03: Regulation E(1), Improper Pass/Decal *(no pass/decal displayed, expired pass/decal, pass/decal displayed improperly, unauthorized use of pass/decal)*

Fine: \$100

Violation 01-04: No Solicitation or Distributions on Property

Fine: \$100

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#### Violations 02-00: COVENANT VIOLATIONS

Violation 02-01: Regulation E(2)(a), Excessive Noise *(noise complaint, dog barking, outdoor music)*

Fine: First offense – warning;

Subsequent offenses as witnessed by PDPOA personnel within 24 hours – \$500

Violation 02-02: Regulation E(2)(a), Hanging Laundry in Public View, to include Towels on Railings

Fine: \$50

Violation 02-03: Regulation E(2)(a), Improper Storage of Waste/Recycling Bins

Fine: \$50

Violation 02-04: Regulation E(2)(a), Use of Fireworks

Fine: \$200

Violation 02-05: Regulation E(2)(b), Failure to Register an Event

Fine: \$ 5,000

Violation 02-06: Regulation C(5), Feeding or Harassing Wildlife

Fine: \$ 500

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### **Violations 03-00: MISCELLANEOUS VIOLATIONS**

Violation 03-01: Regulation 2(a), Unsightly Conditions

Fine: \$150; if not addressed within allotted time period, \$75/day until brought into compliance

Violation 03-02: Regulation 2(a), Improper Storage (*commercial vehicle, dumpster, equipment, trailer, watercraft at front of property*)

Fine: \$100

Violation 03-03: Regulation E(4), Damage to Property (*accidental, unintentional, negligent*)

Fine: \$100

Violation 03-04: Regulation 2(a), Burning of Debris/Waste

Fine: \$200

Violation 03-05: Regulation 2(a), Exceeding Number of Permitted Pets

Fine: \$200

Violation 03-06: Regulation 2(a), Operating a Business from a Residence

Fine: \$200

Violation 03-07: Working During Restricted Hours

Fine: \$100

Violation 03-08: Regulation I, Drone Use

Fine: \$100

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### **Violations 04-00: UTILITY VIOLATIONS**

Violation 04-01: Covenant Section 3-17, Drilling/Digging Without a Permit

Fine: First offense - \$1,000;

Second offense - \$2,000;

Third offense - \$4,000 and refusal of entry into the Resort for one (1) year

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### **Violations 05-00: LAGOON & LAKE VIOLATIONS**

Violation 05-01: Regulation C(3), Improper Storage of Watercraft (at rear of property)

Fine: \$50

Violation 05-02: Regulation C(3), Unregistered Electric Boat

Fine: \$50

Violation 05-03: Regulation C(3), Violating No Wake Zone

Fine: \$100

Violation 05-04: Regulation J, Paddleboarding in Lagoon/Lakes

Fine: \$50

Violation 05-05: Regulation C(2), Swimming in Lagoon/Lakes

Fine: \$50

Violation 05-06: Regulation C(4), Fishing from Unauthorized Area

Fine: \$100

Violation 05-07: Regulation C(4), Failure to Practice Catch and Release

Fine: \$100

Violation 05-08: Regulation C(8), Failure to Maintain Shoreline Structure

Fine: \$200

Violation 05-09: Disturbing Buffer Zone

Fine: \$200

Violation 05-10: Regulation C(6), Discharge, Release or Dumping into Lagoon or Lake System

Fine: First offense - \$1,000;

Second offense - \$2,000;

Third offense - \$4,000; and for violating commercial vendors, refusal of entry into the Resort for one (1) year

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### **Violations 06-00: ARB VIOLATIONS**

Violation 06-01: ARB Permit (working without an ARB permit or working with an expired or unposted ARB permit)

Fine: Stop Work Order will be issued; and  
\$100 for work having a value of \$1000 or less; or  
\$500 for work having a value greater than \$1000

Violation 06-02: Dumpster Overflowing and/ or Uncovered

Fine: \$100; and  
\$50 per day until violation cured

Violation 06-03: Removal of Tree Greater Than 5" in Diameter at 4' Above Grade Without Permit

Fine: \$1,000 per tree; and  
tree mitigation as required by the ARB

Violation 06-05: Pruning or Removal of Tree Greater Than 5" in Diameter at 4' Above Grade Without Posted Permit

Fine: \$50

Violation 06-06: Clearing Without an ARB Permit

Fine: Stop Work Order will be issued; and  
\$2,500

Violation 06-07: Failure to Submit Required Surveys Prior to Beginning Vertical Construction

Fine: Stop Work Order will be issued; and  
\$1,000

Violation 06-08: Failure to Use Adequate Tree/Site Protection During Construction

Fine: \$1000 and 5 days to comply; then  
\$100 per day thereafter until violation cured

Violation 06-09: Failure to Construct the Project in Accordance with Approved Plans

Fine: \$1,000 and 10 business days to correct; then  
\$100 per day thereafter until violation cured

Violation 06-10: Failure to Install Approved Landscape/Drainage Plan

Fine: \$1,000 and 10 business days to correct; then  
\$100 per day thereafter until violation cured

Violation 06-11: Use of Unapproved Exterior Colors or Materials

Fine: \$1000 and 10 business days to correct; then  
\$100 per day thereafter until violation cured

Violation 06-12: Failure to Complete Construction by Completion Date

Fine: 30-day extension upon written request without penalty; then  
\$100 per day until project is complete

Violation 06-13: Failure to Comply with ARB Requests to Clean/Clear Job Site

Fine: \$100 per occurrence

Violation 06-14: Use of Adjacent Home Sites without Prior Written Permission (includes electric and water)

Fine: \$500; and reimbursement of expenses to adjacent owner