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Architectural Review  
Committee (ARC)  
Standards for Design and Construction

Revision  
1/21/2022

Published by  
**OYSTER HARBOUR  
HOMEOWNERS ASSOCIATION**

The Oyster Harbour Homeowners Association (OHHOA) Architectural Review Committee (ARC) hereby publishes this Revision of "Standards for Design and Construction", dated and approved 1/21/2022, and hereinafter referred to as "ARC Standards".

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**“MISSION STATEMENT”** The Mission of the Oyster Harbour Homeowners Association (OHHOA) ARC, founded in North Carolina State Law and the OH HOA Covenants and By-Laws is to assure an aesthetically pleasing environment for the protection of Members’ property values and to carry out its responsibility fairly on behalf of all Members. The ARC shall enforce covenants, rules and regulations, and ARC standards applicable to architectural and related matters and review requests for variances and providing recommendations to the OH HOA Board of Directors.

## **0.0 DEFINITIONS**

**“ACCESS PERMIT”** shall mean a document issued by the ARC upon approval of construction or improvement plans and payment of all applicable fees. No Member shall obtain a building permit from the applicable governmental agencies without first obtaining all necessary approvals from ARC as set forth in the Standards for Design and Construction herein. OHHOA shall have the right to charge reasonable permit and impact fees upon the submission of applications to ARC for approval of matters within its jurisdiction, and such fees shall be payable by the Member/Applicant prior to commencement of any clearing or construction on his Lot.

**“ALTERNATIVE POWER GENERATION SYSTEMS”** shall mean all aspects of non-traditional heating, cooling and power generation systems; for example: solar panels of any type, geo-thermal systems of any type, wind powered systems of any type, or other system that will be visible from outside the home, or intrude on any common area, right-of-way, or easement.

**“ARCHITECTURAL REVIEW COMMITTEE”** also called **“ARC”** shall mean a standing committee of the OHHOA. ARC carries out its responsibility on behalf of all Members of Oyster Harbour to establish an aesthetically pleasing environment for the protection of property values.

The mandate of ARC is to encourage design excellence, and to preserve and enhance the existing natural features of Oyster Harbour. The success of this planned community depends on the compatibility of architecture, streetscapes, and landscaping with the adjacent natural areas, amenities and development.

Implementation of the ARC Standards will be carried out through design guidelines and application review procedures. Each application will be evaluated on its own merits. ARC has the right to reject any site plan, building design, landscaping plan and/or specifications that are not compatible with the Standards set forth herein, and decisions of ARC may be based, for example, on purely aesthetic considerations. ARC's interpretation of these Standards is at its sole discretion.

**"ASSOCIATION"** and **"OHHOA"** shall mean The Oyster Harbour Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

**"BUILDING ENVELOPE"** shall be defined as the area of land upon which a residence may be erected within the minimum applicable setbacks.

**"CLEARCUTTING"** shall mean the act of clearing a lot(s) by removal of all, or substantially all, vegetation. It is prohibited without a written permit from the ARC; see section 5.01 of this Standard.

**"COMPLIANCE FEE DEPOSIT"** shall mean the deposit paid to the Association prior to commencement of construction for the purpose of securing compliance with its Declarations, Rules and Regulations, and ARC Standards. See Section 3.08.

**"CONTRACTOR"** (a.k.a. "Builder") shall mean the licensed general contractor hired by the Member/Applicant. The contractor and his sub-contractors shall be jointly and severally responsible with the Member/Applicant to OHHOA for compliance with its Declarations, Rules and Regulations, and ARC Standards. The contractor is jointly and severally with the Member/Applicant responsible for the implementation of the plans as approved by ARC. The Contractor designated as "General", "Prime", or "Lead" shall provide to the Community Manager a list of all Sub-Contractors authorized on the job site, and shall update the list with any and all changes.

**"DECLARATIONS"** shall mean, collectively, the following Declarations of Restrictive Covenants as now or hereafter amended (all references to the Brunswick County Registry; see below), the OHHOA By-laws, Rules and Regulations including the ARC Standards:

- 1.1 Declaration of Restrictive Covenants for Oyster Harbour recorded in Book 1357 at Page 1087 (covering the communities called, for the purposes of this document, "Oyster Harbour Subdivision", see Definition below).
- 1.2 Amendment to Declaration of Covenants and Restrictions for Oyster Harbour Planned Community recorded in Book 1402 at Page 1427.
- 1.3 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1403 at Page 1.
- 1.4 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1525 at Page 86.
- 1.5 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1552 at Page 1191.
- 1.6 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1911 at Page 1343.
- 1.7 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1980 at Page 94.
- 1.8 Amendment to Declaration of Covenants for Oyster Harbour recorded in Book 1984 Page 1235.

**"DENR"** shall mean the North Carolina Department of Environment and Natural Resources.

**"LOW COUNTRY CHARACTERISTICS"**

- Shutters
- Deep porches
- Tall ceilings
- Carolina room (great keep room)
- Raised 1st floor

**"MEMBER"** shall mean an Oyster Harbour property owner who desires to construct a new home on his or her lot(s) or undertake modifications to existing construction or landscaping as set forth herein. The Member/Applicant is jointly and severally responsible with the Contractor for any violations, charges, and fines which may result from any improper actions or omissions hereunder, and agrees to give ARC, or its assigns, full access to the lot during the construction period. If the Member/Applicant is a licensed contractor and constructs his own house, the Member/Applicant shall also be responsible for himself and all sub-contractors.

**“OYSTER HARBOUR”** and **“OH”** shall mean all of the properties and phases within the gated community known as Oyster Harbour.

**“OYSTER HARBOUR SUBDIVISION”** shall mean all of the properties covered under the Declaration of Restrictive Covenants for Oyster Harbour and recorded in Book 1357 at Page 1087 of the Brunswick County Registry, dated February 8, 2000, as now or hereafter amended.

**“RELATED CONSTRUCTION ACTIVITY”** shall mean any work outside of the dwelling that involves the use of heavy machinery, earth-moving equipment, or any other construction activity that changes the appearance of the structure, lot, or landscape, or generates excessive noise or otherwise constitutes a nuisance.

**“RENOVATIONS, IMPROVEMENTS and/or ADDITIONS”** shall mean any structural change to the exterior (including color change) or footprint of the original dwelling and may require payment of an ARC Review Submittal Fee.

**“RIGHT OF WAY”** and **“ROW”** shall mean that public area comprised of land reserved on the recorded plat for roadways and includes land on both sides of the pavement which may be utilized for various public purposes.

**“STOP WORK ORDER”** shall mean a written order from ARC or the Community Manager requiring all construction to cease and desist until all conditions of the order are met at the discretion of ARC.

**“USACE”** shall mean United States Army Corps of Engineers.

## **1.0 VISION**

A low country coastal life style of single-family homes blended with nature and tradition offers members of the community the opportunity to experience the diversity of Brunswick County. This passion motivates the development, maintenance, and enforcement of our ARC Standards and approval of Members’ plans to manage growth smartly, protect the community's quality of life, and facilitate property value appreciation.

Oyster Harbour strives to earn the descriptions “Unique, Prestigious and Exclusive” as follows:

**UNIQUE:** Oyster Harbour is a coastal community, located in a wooded setting along the Intracoastal Waterway.

**PRESTIGIOUS:** Homes and properties notable for aesthetic value, abundant buffer zones, and attractive common areas.

**EXCLUSIVE:** A private, gated community sharing amenities such as boating/kayaking on the river and intracoastal, private swimming pool, tennis courts, pickleball courts and community club house.

Important vehicles for realizing this Vision include restrictive covenants, effective observation and enforcement of architectural standards that stress aesthetics, use of state-licensed contractors and building professionals who meet stringent approval requirements.

## **2.0 ARCHITECTURAL REVIEW COMMITTEE (ARC)**

### **2.1 Purpose**

One of the most effective methods of achieving the Oyster Harbour Vision and its primary goals of aesthetic beauty and enhanced property values is an effective aesthetic review process. The ARC will review applications and design documents for all new construction and modifications to existing properties, including landscaping, lot clearing, bulkheads, fencing, yard art, swimming pools, hot tubs, etc. Each application shall be evaluated on its own merits with respect to the proposed details. ARC desires that all construction:

- A. Meets the requirements as set forth in the Declarations in terms of square footage, setbacks, etc.
- B. Is harmonious with existing construction in the community.
- C. Is performed by a licensed contractor without undue delay.
- D. Is maintained in keeping with the Declarations.
- E. Variances are only granted when required and appropriate.

### **2.2 Policy**

No construction, landscaping as hereinafter set forth, or alterations to any dwelling shall begin without prior written approval of the ARC. Such approval shall



be documented by the ARC when the Member/Applicants Access Permits are issued.

From time to time the ARC may modify or change the Standards for Design and Construction with Board approval, so long as such changes:

- A. Are in keeping with the requirements set forth in the Declarations;
- B. Provide due notice to anyone affected by such change;
- C. "Grandfather" any plans previously approved.

It is important to note that OHHOA and ARC ARE NOT BOUND BY ANY PRECEDENT; that is, the current ARC shall base its decisions on the THEN CURRENT ARC STANDARDS.

### **2.3 Authority**

ARC has final approval of all proposed variances in instances where a particular Declaration has afforded it jurisdiction. The authority for the ARC is set forth in the Declarations that encumber every building site.

### **2.4 ARC Membership**

An OH HOA ARC shall consist of 3 members. All members shall be property owners in good standing of the Association documents.

### **2.5 Responsibilities**

The ARC is empowered to perform the duties as set forth in the Declarations as well as noted elsewhere in the ARC Standards and to:

- A. Establish review criteria.
- B. Review all construction, renovation and landscaping applications for compliance with the design criteria set forth herein and the OHHOA Declarations, rules, and regulations prior to approval.
- C. Encourage high standards of design and quality construction.
- D. Establish construction access and compliance fees and penalties for violations with Board approval.

- E. Periodically observe the construction occurring on the site to attempt to have the construction proceed in accordance with published ARC Standards.
- F. Contact Applicants whose plans and specifications have been disapproved and provide reasonable assistance or recommendations to bring applications into compliance with review criteria.
- G. Maintain copies of applications, design documents, access permits, certificates of occupancy, and related records.
- H. Encourage compatible architectural designs and harmonious relationships with existing neighborhood construction.
- I. Amend the design review criteria as well as the performance and quality standards, with OHHOA Board approval to reflect our community's current and future needs, as may be required from time to time.
- J. Periodically inform members of OHHOA regarding activities of the ARC and changes in criteria as they occur.
- K. Conduct a final review, when notified by the Member/Applicant, to check for compliance with all applicable OHHOA declarations including ARC Standards.
- L. Member/Applicant may not furnish or occupy their property prior to receipt of a Brunswick County Certificate of Occupancy, or in certain circumstances denial to occupy due to condition of home/property is deemed appropriate by the ARC.
- M. If ARC does not approve, owner has the right to appeal to the Board.

## **2.6 Enforcement**

Notice: In general, ALL construction, additions, modifications, and/or projects require ARC approval; however, many such activities may also require Federal, State, County permission/approval before starting, in which case such permission must be obtained before ARC approval will be granted. ARC shall report unpermitted activity as described above to appropriate authorities; and property owners may be required to remove, repair, replace or otherwise "fix" any unapproved project, and may also be subject to substantial fines and penalties.

- A. A structure or improvement that is placed outside the building envelope or encroaches into lot setbacks and/or utility easements without ARC approval is considered non-conforming and represents a violation of these Standards. The ARC will first request that structure or improvement be

brought into compliance at the Member's expense. Should the Member fail to comply, the ARC may proceed to pursue the case with the Community Manager, the Board President and the Board of Directors in accordance with Association By-Laws and Covenants.

- B. An ARC member, referred to as an "Observer" shall perform periodic on-site observations of construction sites to determine if Contractors are conforming, as required, to the various ARC Standards and the Declarations. If the Contractor building on a particular site is found to be in non-conformance (except with respect to DENR violations, which shall be handled as per section 2.06 C, below) the Contractor shall be informed in writing of the alleged violation(s) and given up to thirty (30) consecutive calendar days to correct the issue. Failure to timely comply shall result in a Stop Work Order. The number of days given shall be at the discretion of the ARC. If the ARC gives ten (10) days or less to resolve a problem, only non-holiday weekdays will be counted. The communication shall also state that the Contractor shall be fined up to \$100 per violation for each day after the resolution period has elapsed until the problem(s) is corrected. The communication shall state that the fine shall be assessed against the Contractor's Compliance Deposit. Once the problem is resolved, the Contractor shall receive another communication, indicating how much money was deducted from the Contractor's Compliance Deposit and stating that the said deposit needs to be replenished before construction may commence again. If the Contractor fails to replenish the deposit within five (5) business days of demand or if at any time the amount deposited is insufficient to satisfy an outstanding fine the Community Manager will be asked to intervene to resolve the matter. If the Community Manager is unable to do so the Board President will be asked to present the matter to the Board of Directors as noted in section 2.06 A. above.
- C. Should an ARC representative notice an apparent violation of a DENR regulation pertaining to proper control of sedimentation runoff/soil erosion arising from land disturbing activity, a communication may be sent to the DENR office for handling. Copies of the communication will be sent to the Contractor and to the Member/Applicant when ARC communicates with DENR. The ARC shall communicate such action to the Contractor and the Member/Applicant. Should a Notice of Violation be issued by DENR, the Contractor shall immediately stop work on the site until such time as DENR conducts a Compliance Inspection and determines in writing that

Contractor is in full compliance with the said Act. Once in compliance and the conditions of the NOV have been satisfied, the Member/Applicant or his/her representative must supply ARC with a copy of the Compliance Inspection report before work on the site may resume.

- D. If a Contractor fails to cure a violation, then, in addition to other lawful remedies available to the ARC, the Contractor will not be issued another permit to perform construction in OH until the matter is resolved to the reasonable satisfaction of the ARC.
- E. If a Contractor has two or more violations in any given twelve (12) month period, regardless of whether or not any ensuing fines are satisfied, the Contractor may be placed on probation for a period of at least one year from the date of the last violation.
- F. If a Contractor continues to violate the rules while on probation, the ARC, shall have the right to ask the Community Manager to summon the Contractor before the Board of Directors to determine whether or not the Contractor should continue to enjoy the privilege of building in Oyster Harbour.
- G. Should a situation arise where the Contractor has committed a violation but the Contractor has not made a Contractor's Compliance Deposit, the ARC may proceed to have the Community Manager intervene as noted in sub-section 2.06 B, above, and failing resolution by the Community Manager, the matter will continue as noted therein?
- H. Notwithstanding anything hereinabove to the contrary, the Member shall also be jointly and severally liable for any fine assessed hereinabove.

## **2.7 Limitation of Liability**

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, the basis for the review and approval of any application or other matter pursuant to these Standards is limited to aesthetic considerations and good faith efforts to ensure material satisfaction of the requirements set forth in Declaration, these Standards, and the Rules and Regulations. No approval of plans or other documentation by the ARC shall be construed as a representation, warranty or implication that the improvements, if built in accordance with the plans therefore, will, for example, (a) be accurate, complete or otherwise free from defects, (b) meet applicable codes, regulations, and laws (including, but not limited to, building codes and permit requirements), (c) be built in a good and workmanlike manner, (d) meet applicable standards for

prevention of soil erosion, siltation and sediment pollution (including, but not limited to, regulations promulgated by DENR or alteration of the natural flow of water and diversion of runoff to adjoining properties or (e) meet applicable standards for structural, mechanical, electrical and all other technical aspects of a proposed design. Neither the OH HOA nor the ARC or their directors, officers, committee members, staff or volunteers, shall be liable for any injury, damages, or loss arising out of the manner or quality of approved improvements or modifications on or to any Lot. In addition, in no event shall ARC have any liability whatsoever to an Owner, a Contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the approval, disapproval or conditional approval of any plans by the ARC.

Notwithstanding any other provision of any Declaration, these Standards or the Rules and Regulations, Applicant and Contractor acknowledge that (a) neither OHHOA nor the ARC—or their directors, officers, committee members, staff or volunteers—possesses professional experience in the matters within its jurisdiction and, therefore, (b) the Association and the ARC—and their directors, officers, committee members, staff or volunteers— perform their respective functions pursuant to these Standards as volunteers, (c) neither Applicant nor Contractor shall rely upon OHHOA or the ARC—or their directors, officers, committee members, staff or volunteers—to monitor, oversee, inspect or otherwise ensure compliance of Applicant and Contractor with any Declaration, these Standards, the Rules and Regulations or applicable codes, regulations or laws, and (d) the Association and the ARC disclaim all warranties, representations and guarantees, whether express or implied (including, but not limited to, all implied warranties and all representations and warranties as to merchantability or fitness for any particular purpose) related thereto.

### **3.0 DESIGN GUIDELINES and APPROVAL PROCESS (HOMES & SHEDS)**

#### **3.1 ARC Review and Approval** **Sheds: Sections 3.1 A-F**

The following list summarizes those design guidelines that ARC requires for submitted plans:

- A. All structures must be built onsite. The construction of prefabricated, modular, mobile homes, pre-fab sheds or garages, or log homes are not permitted.
- B. Use of professionals qualified in the fields of architecture, landscaping, engineering and surveying.
- C. Compliance with all deed restrictions as found in the Declaration of Covenants and restrictions for the appropriate phase in OH. Specifically, the Member MUST conform to minimum square footage as stated in the applicable covenant declarations.
- D. Preservation of the natural character of the building site to maximum extent possible including trees, natural terrain, springs, etc.
- E. Emphasis on aesthetics of exterior architectural and landscape designs.
- F. Requirements for minimum 8/12 primary pitch of roof.
- G. Minimum of two-car garage.
- H. Minimum 30" finished floor elevation.
- I. A drainage / erosion control plan that incorporates best practices to assure appropriate drainage occurs as a result of the construction in accordance with industry standards and law. ARC will not approve any construction and/or drainage plan that includes pumping or otherwise removing sewage from the primary building lot to another non-adjacent "drain field lot", or any such arrangement that will detrimentally affect OHHOA common areas. The Applicant and Contractor shall also comply with DENR rules and regulations. Foundation drains, gutter down spouts, and/or rain gardens shall be properly drained away from the house. Such plan shall be followed by the Contractor in all respects.
- J. Integration of the exterior house lighting and landscape lighting into an arrangement that is aesthetically pleasing and gives full consideration to not infringe on neighbor's property.
- K. A concrete Culvert pipe size requirement is 12"-18" which is determined by the swale depth, unless otherwise approved by the ARC.

Submitted plans must address all exterior materials and surface treatments including roof, doors, decks, etc. Approval of exterior design will be based upon overall design themes and consider:

- A. Mass and scale;
- B. Materials, textures, colors, and finishes;

- C. Continuity between primary design elements and secondary surface treatments;
- D. Vertical and horizontal lines, roof pitches, etc.

The ARC may disapprove any proposed new construction or changes to existing homes for purely aesthetic reasons if, in its judgment, such action is required to maintain the architectural standards of the community.

### **3.2 Architectural Review**

The Applicant must submit a full size set of final construction plans (**1** copy), an electronic version of the plans must be sent to the ARC Coordinator, application fees, Compliance Deposit, cut sheets for ALL exterior materials, to include the exact product or materials that will be used, i.e., samples, product photos or brochures and color chips. The description of each is as follows:

- A. Application forms for residential construction or improvements as appropriate.
- B. Site Plan, including house location by scale within the Building Envelope and a Topographical survey showing current topography of the site as well as proposed topographical changes to the site and how the finished grades affect adjacent property, roadways, culverts, and waterways. DENR regulations (including impervious calculations and finished floor elevation) must be strictly followed pertaining to any land disturbing activity and the location of a silt fence on three (3) sides of lot. The Site plan must document the proposed BUA (built upon area).
- C. Detailed landscape plan as described in 7.04.1; include irrigation intake pipe and pump with the proposed housing if part of the plan.
- D. Authorized Brunswick County Health Department Improvement Permit (septic), and a to-scale diagram of the septic system including distribution field and repair area. (Phase V will not be required this if they plan on using county sewer)
- E. Floor plans.
- F. Building sections and wall section details.
- G. Exterior elevations (all sides).
- H. Roofs: structure, materials, color.
- I. Exterior Walls: structure, materials.
- J. Fascia and trim: construction materials, color.

- K. Doors/garage doors: specifications, materials, color.
- L. Patio/decks/screened porches: structure, materials, finish.
- M. Fences/walls: structure, materials, proposed color.
- N. Mechanical equipment: location of all exterior apparatus, including appropriate screening details.
- O. Driveways: materials, finish, and colors where appropriate;
- P. Proposed swimming pools: plans, layouts, fencing, and landscaping.
- Q. Proposed satellite dishes, antennae, etc.
- R. Proposed bulkheads and docks where appropriate.
- S. Proposed geo-thermal systems and locations.
- T. Proposed sub-surface drainage system and locations.
- U. Proposed accessory structures.

### **3.3 Approval by ARC**

Approval by the ARC shall in no way relieve the Contractor or Member/Applicant of their responsibility and liability for adherence to all applicable Federal, State or County laws, rules, regulations, ordinances, and codes. All such approvals MUST be obtained PRIOR to ARC approval.

The ARC will review all design documents, sample materials and color chips. All copies of plans shall be signed and dated by the Contractor and ARC. If there is a difference between the approved plans and the written application, the plans shall be the standard.

To the extent land disturbing activities, as defined by DENR, are considered, the Contractor and Member/Applicant shall also abide by the rules and regulations of and coordinate with such agency.

### **3.4 Design Document Changes**

During the construction process the Contractor must submit any proposed changes to the ARC along with minor change form, along with highlighted changes for review prior to deviating from the plans approved by the ARC. A letter, supported by additional documentation as required, must be submitted to the ARC. Any deviations require prior ARC written approval. Approved changes must be noted on the master design document and initialed by both the Contractor and ARC. Failure to comply may result in the requirement of removal



at the Member's/Applicant's expense of any change made in violation hereof. See section 2.06.

### **3.5 Variances**

All requests for variances from the Declarations and/or these Standards shall be submitted to the ARC. Variances will be granted only in extraordinary circumstances where hardship has been demonstrated. Each variance granted applies solely to the unique circumstances of the individual request and shall not be deemed to set a precedent for future requests. Variances shall not be granted to the extent they encroach upon or violate applicable legal requirements.

**3.5.1 Special Note: Setback Variances.** All requests for setback variances must be submitted along with normal ARC submittals. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans for a different or larger lot size). If a setback variance is requested after construction begins, there will be a non-refundable \$250.00 application and review fee required. If any setback variance request is granted, there will be a fee of \$250.00. (charged on that portion of the structure which exceeds setback requirements based upon an "as built" survey provided by the builder) If the setback variance request is not granted the violation must be removed. The application fee of \$250 will not be refunded.

### **3.6 Periodic Observations**

The ARC reserves the right, but is not obligated, to periodically observe construction projects in progress to attempt to determine whether or not the construction is in conformance with approved design documents and materials and compliance with these Standards. All Members/Applicants agree to cooperate fully with the ARC and grant access as required. ARC Representatives will review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking. If any sedimentation or erosion control issues are observed, the ARC Representative will report the matter to DENR with a copy to the Contractor and Member/Applicant, see 2.06.C.

### **3.7 Deposits and Fees and New Construction**

An Access Permit will not be issued until the following fees are paid:

- A. A non-refundable Architecture Review Submittal Fee of \$1500.00 by the Applicant.
- B. A refundable Road Impact Deposit of \$1,000.00 by the Applicant. Checks made payable to Oyster Harbour HOA.
- C. A refundable \$3,000.00 non-interest bearing Compliance and Damage Deposit per permit application by the Contractor. This Deposit (less any fines imposed) will be returned to the Contractor when the landscaping is completed, ARC receives a final as built survey, and a final inspection has been completed and approved by the ARC. Should the Contractor accrue any fines or remedial charges during construction, the amount of the fine or charge will be deducted from the Compliance and Damage Deposit.
- D. Fines will be levied against the Member and/or the contractor for work performed without a required ARC permit.
- E. Fees, deposits, and fines may be changed from time to time without notice.

### **3.8 Return of Compliance and Damage Deposit and Road Impact Deposit**

When all construction is completed, including landscaping and irrigation and a certified "As Built" survey is submitted with request of final inspect, ARC will conduct a final review, see Section 6.06. The Contractor's Compliance and Damage Deposit and Road Impact Deposit will be returned, less any outstanding fines or charges.

### **3.9 Fee for Renovations and Additions**

The Member/Applicant shall post a non-refundable ARC Review Submittal Fee of \$250.00 per application of external renovations, and/or alterations and/or additions to existing dwellings that change the footprint or elevation (including design, material or color changes) of the structure, including swimming pools, before a permit will be issued. Documentation, fees, and deposit submission will be determined by ARC considering the total scope of the project.

Swimming Pool Construction: A refundable, non-interest bearing Compliance and Damage Deposit of \$1,000.00 and Construction Impact will be posted by Member

before approval for construction is granted; all other provisions in 3.7.C and 3.8 above, other than the fees, apply. Said deposit will be returned once said pool including fencing and landscaping has been completed and has been approved by the County and ARC.

### **3.10 Termination/Replacement of Contractor**

ARC shall be given written notification of a decision by the Member/Applicant to terminate or replace a contractor during the construction phase. Before commencing construction, the new contractor shall post a refundable Compliance deposit of \$3000.00 and a refundable \$1000.00 Road Maintenance deposit, made payable to Oyster Harbour HOA. Once this deposit is received, ARC may refund the remaining construction deposit to the terminated contractor, see section 3.7.

The new contractor needs to request a meeting with ARC to complete the Oyster Harbour Pre-Construction Builder's Agreement form.

## **4.0 DESIGN DOCUMENTS**

In order to facilitate a consistent review process, the design documents should adhere to the criteria outlined below.

A. Site Plan, see 3.3.B; also see Landscaping Requirements 7.04. The scale shall be a minimum of 1" = 10' and include:

1. Property Lines with dimensions and bearings
2. Existing contours at one (1') foot maximum intervals, indicating elevation above sea level.
3. Existing tree location of every tree 6" or over in diameter at ground level and species.
4. North Arrow
5. Building Setback Lines
6. Easements
7. Right-of-ways
8. Driveways/Walkways
9. Patios/Decks
10. Swimming Pools
11. Culverts

12. Drainage Plan both inflowing and out flowing as needed and where required by ARC in its discretion. Such plan must be submitted by a licensed Civil Engineer and certified to the OHHOA. ARC may allow other disciplines to satisfy this requirement so long as the professional is duly licensed, is competent to handle drainage matters, and has current malpractice insurance coverage in force.

13. Dwelling perimeters (1st /2nd floors) and finished floor elevation.

14. Roof Line Overhangs shall not infringe on setback easements.

15. Total Impervious Square Footage for the structure as measured by the footprint (all exterior walls of the structure, walkways, covered porches, accessory structure, driveways, etc.).

16. Survey of landform (topography) and vegetation and trees, is required before grading or clearing of the lot will be approved. Tree diameter over 6" required and species.

#### B. Floor Plans

1. The scale shall be 1/4" = 1.'

#### C. Exterior Elevations

1. The scale shall be: 1/4" = 1'

2. Topographic elevations at building corners

3. All exterior views of all structures including materials

4. Rendering of exterior color samples for all elevations if not consistent throughout.

#### D. Building Sections

1. The scale shall be 1/2" = 1.' or 3/4" = 1'

2. Wall/roof sections

3. Roof pitch

#### E. Exterior colors, finishes, materials

1. Specifications

2. Manufacturers

3. Materials/samples/photos/models/color chips

F. Detailed landscape plans (Refer to section 7.04) Scale shall be a minimum of 1" = 10'.

1. Easements
2. Right-of-ways should be landscaped with sod and irrigated.
3. Plant materials (description of plantings with common names and sizes)
4. Surface materials, other than the right-of-way, maybe pine straw, mulch, rocks, grass and etc.
5. Irrigation plans
6. Landscape Lighting with cut sheets.

Particular attention to screening of outdoor appliances (e.g. heat pumps) should be noted in landscape plans. Height, depth, and width of screening/plantings must be identified.

## **5.0 ARC SPECIFIC POLICIES**

### **5.1 Lot Clearing and Lot Drainage**

Prior to clearing a lot, the Member must submit a plan to the ARC showing the extent of the clearing, including showing the removal of any desirable living tree as described below in sub-section 5.01.5. Written approval will include a requirement for silt fences in accordance with DENR rules and regulations where appropriate to protect the lakes/ponds, the roads, and neighboring property. All cleared material must be removed from the lot within 7 days after the completion of the clearing.

There are four types of lot clearing addressed in this section. In all four types, as in all matters, DENR rules and regulations for soil erosion and sedimentation control must be followed.

**5.1.1 Lot Clearing-Minor:** There are no requirements for permits, or ARC approval, for the manual clearing out of underbrush and undesirable scrub trees (see 5.01.5 below) as well as the removal of fallen trees, branches and the like prior to construction. But all cleared underbrush, trees, etc. must be promptly removed from the lot.

- 5.1.2 Lot Clearing in relationship to building a house:** A plan for lot clearing, as described above in 5.01, should be included with the building plans and the fee is included with those permit fees. If heavy equipment is required, section 5.02.3 below will apply. Construction must begin within 60 days of commencement of lot clearing.
- 5.1.3 Lot Clearing-Major:** A \$500.00 damage deposit is required, as well as a plan showing the nature and location of the work required, for the clearing of lots by heavy equipment such as bulldozers, or major removal by other means. This deposit can be waived with prior approval of the ARC. Disturbed ground shall be graded and restored with ground cover. Winter Rye Grass may be used as a temporary measure so long as it is subsequently reseeded with permanent grass.
- 5.1.4 Tree Removal after a house is occupied:** Desirable trees (see 5.01.5 below for size, type and ARC approval requirements) may not be removed without ARC approval once a house has been constructed on a lot and the premises are occupied. If heavy equipment is used to remove any tree(s) from such a lot, a permit must be obtained.
- 5.1.5 Undesirable trees:** Trees within 20 feet of the House may be removed. Undesirable trees may be removed without ARC approval if they are less than 6 inches in diameter from the ground level. Clear cutting is prohibited in any area of OHHA.
- 5.1.6 The Contractor shall be responsible:** for grading and surface drainage such that surface runoff will not adversely affect adjoining properties, roadways, creeks, ponds, or the lake. Appropriate silt fencing must be utilized in accordance with DENR. Sod berms, French drains and catch basins with piped drainage should be considered and may be required as part of the Drainage Plan. Any materials used for drainage control must be integrated into the overall landscape plan to provide a natural and aesthetically pleasing appearance. Significant grading changes from the natural topography will only be approved in extraordinary building circumstances.
- 5.1.7 Grass swales are shallow earthen channels** covered with a dense growth of hardy grass. Under no circumstances should any planting other than grass

be placed in established swales. Enhancement of a culvert or the ground surrounding a culvert must be approved by the ARC. Failure to submit a proposed culvert enhancement plan prior to installation or construction may result in fines and the removal of any impediments to the established drainage design. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossing.

**5.1.8 Notwithstanding anything herein** above to the contrary, the Contractor and Applicant shall comply with DENR rules and regulations with regards to preventing sedimentation/soil erosion. Should an ARC Representative observe any such issues, they may be reported to DENR for further handling.

## **5.2 Design Review Decisions**

Upon receipt of a properly completed application, ARC will review the Member/Applicant's plans and specifications and render one of the following decisions in writing within 45 days:

1. Approved
2. Approved subject to conditions of attached changes
3. Disapproved

The decisions of the ARC are final. You can appeal the ARC decision to the Board of Directors in writing within 30 days of the ARC decision. The board will meet and discuss and will provide their final decision.

## **5.3 Approval Expirations**

Members/Applicants must begin construction within one hundred twenty (120) days of final ARC approval. Failure to do so may result in the revocation of all permits and loss of permit fees but only after written notification by ARC. In exceptional circumstances, extensions may be granted by ARC.

## **6.0 THE CONSTRUCTION PROCESS**

### **6.1 Site preparation and drainage**

**6.1.1 Erosion Protection:** Contractor and Member/Applicant shall strictly adhere to DENR rules and regulations. Any apparent violation of such may be reported by the ARC Representative to DENR for handling. Contractors shall install prior to commencement of construction activities crusher run/ABC material on the end of the future driveways adjacent to the roadways to prevent erosion. Said crush and run/ABC material shall be at least six (6") inches thick, and a minimum of ten (10) feet wide. Such defined minimum amount of ABC material shall be increased as necessary to insure protection of erosion and material migration onto road surfaces. All reasonable measures shall be taken to avoid any damage to other properties during the construction process. Silt, sand or dirt that migrates to road surfaces from the site during construction shall be cleaned daily. Sedimentation/soil erosion shall not be allowed to occur.

**6.1.2 Road Cuts:** It is understood that if construction requires the Contractor to cut into, under, or across any Association road or right-of-way for any reason, the Contractor is completely responsible for repair satisfactory to ARC. Tunneling is the preferred method when providing access for waste drain fields, cable, water or utilities; however, if tunneling is not feasible a permit shall be required for all road cuts. Lifts of no more than 8 inches, fully tamped and smoothed shall be utilized to fill all cuts. If the cut settles within 12 months the Member shall be required to repair the roadway satisfactorily at his or her expense. Driveway cuts within fifty (50) of the intersection of adjacent roads are not permitted without the prior express written consent of ARC.

### **6.2 Permitted Construction Hours**

Construction hours shall be defined as:

- 7 AM to 7 PM, Monday through Friday
- 7 AM to 4 PM on Saturdays



The use of heavy earthmoving equipment or noisy outside construction on Saturdays after 4:00 PM is prohibited. No construction or related activity is permitted on Sundays or Holidays.

Recognized Holidays Defined:

New Year's Day

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving

Christmas

### **6.3 Construction Site Maintenance**

All sites must be maintained in a clean and orderly condition. Note: The Contractor to whom the access permit is issued is responsible for his own activities and those of all of his subcontractors.

**6.3.1** Lot lines shall be marked off and all clearing debris removed before construction begins.

**6.3.2** All permits shall be properly displayed near the roadside.

**6.3.3** A builder's sign, no larger than 2' x 3', must be posted prior to construction and must be removed prior to final inspection. No Sub-contractor signs are permitted.

**6.3.4** All Port-a-johns shall be sited well off roadways and near the construction space. Their doorways should not face streets or adjacent properties. They must be screened with lattice in order to not be seen from the road. They must be promptly removed from the site when work is completed.

**6.3.5** All construction sites shall have a metal dumpster or equal solid bottom trash container to hold construction residue including lunch trash, bottles and cans. Plywood "pens" are prohibited. The Contractor is responsible for policing the site at the end of every workday and maintaining dumpster contents to a reasonable level.

- 6.3.6** No open burning is permitted at any time. Burning and burying of debris is prohibited. Burning of construction debris shall be subject to a fine of \$200.00 for each violation.
- 6.3.7** Construction personnel must give due consideration to adjoining Member's property when parking. Parking should be on the lot where the construction is taking place whenever possible. Temporary parking is permitted on rights of way. At ARC's discretion, construction worker carpooling may be required.
- 6.3.8** If a vehicle or trailer is left overnight, it shall be parked well off the roadway and must be removed when it is no longer required. Long-term parking (in excess of 72 hours) is prohibited without ARC approval.
- 6.3.9** Upon completion of construction all excess materials shall be removed or stored out of sight.
- 6.3.10** No construction materials may be delivered to a construction site until all permits are issued and not earlier than two weeks prior to the start of construction. No construction materials may be stored on vacant lots or street rights-of-way. All materials will be kept orderly, neat, and contained. Materials must be secured so as not to blow around in the wind.
- 6.3.11** Contractors shall be responsible for the repair of any damage to adjacent property occurring during construction including, but not limited to, such things as disturbed easements or rights-of-way on adjacent/across the street areas caused by vehicle parking, street, sidewalk/walkway or curb damage and live tree/vegetation damage. Repair of disturbed right of ways shall be repaired to original or better condition to include the application of perennial grass seed of the same type as the surrounding grass.

#### **6.4 Construction Site Violations**

Failure to maintain sites as required may result in fines, see section 2.06 Enforcement and section 3.08 Deposits and Fees and 3.09 Return of the Compliance Fee Deposit.

## **6.5 Construction Completion**

Construction of house, driveway and sidewalks must be completed within twelve (12) months. If construction is not completed within twelve (12) months of commencement, fines may be levied. Extensions may be requested in writing to ARC.

## **6.6 Final Review**

Upon completion of construction or project, the Member/Applicant shall submit a certified "As Built" Survey and written request for a Final Review. All exterior construction, landscaping and final site work, including cleaning the lot of all construction material and debris, must be completed prior to ARC Final Review.

## **7.0 GENERAL DESIGN STANDARDS**

The design intent of Oyster Harbour is to harmoniously blend traditional Low and Coastal Country architectural styles which are indigenous to the coastal areas of southeastern North Carolina.

### **7.1 Dwelling Size/Minimum Standards**

All residences shall conform to the following standards:

- 7.1.1** Minimum heated square footage is 2,400 for waterfront property as described and set forth in the Declaration and 1,800 on all other lots in Oyster Harbour. (Declaration Book 1525 Page 87: Lots 18 through 28, 50 through 54, 62 through 69, 117 through 119, and 93 must have the minimum of 2400 Square Feet).
- 7.1.2** Maximum impervious square footage in phase I through IV is 6,500 square feet and Phase V is 5,000 square feet. This is determined and required by DENR Storm water permit and described and set forth in the Declaration.
- 7.1.3** Enclosed garage with a 2-car minimum (avoid front entry garages where practical). Carports are not allowed. 9' wide door minimum, no screen roll up doors allowed.
- 7.1.4** No part of the building including the garage, porches, stairs/steps, decks, etc. shall be allowed to encroach into offsets, setbacks, easements, ROWs,

etc. Distances shall be measured from where these items contact with the ground. Waiver requests may be submitted and may be considered by ARC on a strict case by case basis. Overhangs cannot extend more than 18”.

- 7.1.5** Setbacks are set forth in the Declaration of Oyster Harbour and amendments thereto. Setbacks are as follows: 15 feet from front and sides of lots adjacent to roads; 10 feet in the rear; and 5 feet from the sides adjoining other lots. 7.5’ easement on sides.
- 7.1.6** Calculation of built upon area: Per instructions from DENR in a letter dated 5/12/2012, the footprint (measured from exterior walls, not the roof drip line) will be used to calculate the Built Upon Area. This is the method originally used by the Developer.
- 7.1.7** Exterior Elevations: Exterior elevations will be reviewed for architectural design/materials and aesthetic appearance with respect to the overall dwelling and its relationship to other neighborhood homes. The maximum dwelling height is 40 feet and shall mean the height of a dwelling when measured from the Grade Plane to the highest ridge vent of any dwelling. The Grade Plane is defined as a reference plane representing the average of the finished grade surrounding the building at all exterior walls. Chimneys, cupolas, etc. are exempt.
- 7.1.8** Foundation Finished Floor Elevation: All homes that are not in a flood zones shall be constructed so that finished floor elevation is a minimum of 30’ above finished grade. Homes that are within a flood zone shall have their first floor elevations set at an elevation that complies with all local and federal code requirements. The foundation shall be constructed of brick, cementitious stucco, or stone and must have a finished coat on all sides. If the ground elevation is above the coastal flooding level, elevated construction is not required; however, it is acceptable, pending approval by the ARC. Piles or posts must be 8 inches minimum thickness and must comply with all applicable codes.

## **7.2 Exterior Materials**

Exterior colors or materials that with respect to the community would be inharmonious, discordant, or incongruous shall not be permitted. Each member must submit, as part of the Final Architectural Review, a color board or binder showing the color of the roof, exterior walls, shutters, trims, etc.

Following is a list of approved exterior materials.

### **7.2.1 Approved Siding Materials**

- 1) Stone
- 2) Brick
- 3) Cementitious Stucco
- 4) Cedar Shakes
- 5) Horizontal Wood Siding
- 6) Cement Board

### **7.2.2 Approved Window and Trim Materials**

- 1) Vinyl Trim- Vinyl Windows
- 2) Wood, Painted or Stained
- 3) Aluminum- Clad Wood Windows
- 4) Vinyl Clad Wood Windows
- 5) Color Coated Aluminum Trim
- 6) Cement Board Trim
- 7) Composite

### **7.3 Roof Pitch/Roofing Materials**

A minimum of 8/12 pitch is the preferred standard for the main house. Lower pitch roofs will be evaluated in context with the total design of the residence. Flat roofs are not indigenous to this area and will not be approved. A minimum of 16"-18" overhang excluding guttering, is required from the outside finished wall, and 12" rake overhangs.

All vents, vent covers, flashings, and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roof.

### **7.4 Landscaping**

Landscaping (and irrigation) installation shall be completed prior to issuance of a final inspection. The Member/Applicant or his agent may submit a written request for a delay to landscaping installation due to extraordinary circumstances or conditions. In such a case, approval will depend upon an agreed upon completion date with penalties to be imposed for failure to comply.

**7.4.1 Mandatory Landscaping Requirements.** At a minimum, the following landscaping is required for all homes:

- A. Layered plantings (not less than two distinct layers of varying heights) around elevations fronting on the lakes/ponds and street. Single layer planting is allowed on side yards other than above.
- B. Plant sizes must be proportional to wall height and foundation exposure, with a minimum of five (5) gallon plantings along the foundation, on all sides. A detailed list of planting materials must be included within the landscape plan. The list shall show the size of each plant species.
- C. Areas under decks must be fully screened with appropriately sized plant materials or combined with latticework (appearance subject to ARC approval) to avoid under-deck views.
- D. Mechanical equipment, meters, HVAC, etc. must be fully screened with approved fencing. Plants/shrubs cannot be used as screening options.
- E. All new or replacement fuel tanks over 120 gallons must be buried. All tanks of under 120 gallons must be screened.
- F. All abutting road rights-of-way that have been disturbed must be landscaped and vegetated in such a way that will retard erosion. They must be adequately prepared, fertilized, and seeded. The surface should be graded for pedestrian purposes. The owner shall, as with all landscaping, maintain such area.
- G. To protect views and insure continuity with adjacent residences, no walls, hedges or screen plantings may be erected, placed or altered outside the building envelope on any premises without ARC approval.
- H. Plantings selected should be suitable for North Carolina climate and conditions.
- I. All other areas disturbed as a result of the construction process shall also be landscaped.
- J. Underground irrigation is recommended for all homes. However, irrigation on the ROW through the swale is required.
- K. It is recommended that some grass area(s) be included in the overall landscape plan.

- L. The landscape plan should provide a seamless grading transition with all surrounding surfaces including streets, driveways, and adjacent property.
- M. Review deer/rabbit tolerant plantings with landscape professionals.

**7.4.2 Landscaping Changes after Occupancy.** Additions to existing landscaping within the building envelope are encouraged and do not require ARC approval. Landscape changes or additions outside the building envelope, using structural materials (e.g. flag stone, railroad ties, lattice work, etc.), or which includes reforming or re-contouring the ground requires prior approval of ARC. Existing plants and trees may be replaced with plantings of a like species, kind and size with the approval of the ARC. Any landscaping which creates a screen, fence or wall, either natural or artificial that obstructs or interferes with a view of a lake or a pond is not permitted without ARC approval.

**7.4.3 Landscaping on Swale/Right of Way (ROW).** Notwithstanding anything hereinabove to the contrary, nothing other than sod shall be planted on the ROW. Association shall retain the right to the access and use of the ROW and shall not be responsible for any damage. Preliminary full size hard copy landscape plans must be submitted with new home documents. Note: This must also include sod on the ROW with irrigation.

## **7.5 Outdoor Living Areas and Screened Enclosures**

The location, materials, colors and other features of outdoor living areas, including, but not limited to porches, pergolas, decks, patios, and terraces, will be reviewed by ARC. Screened enclosure materials and colors must be submitted for approval. No screened enclosure, patio or deck shall be located outside the approved building envelope.

## **7.6 Greenhouse Structures**

Greenhouse structures are permitted, if portable and/or temporary, to be erected and dismantled within the frost guideline dates established by Brunswick County, November 5-March 30. Size limitations not to exceed approximately 100 square feet. Structures must be placed behind the home to have minimal visibility from the road or neighbors. An ARC application is required.

## **7.7 Fences**

All fences must have prior written approval from ARC. Applications for construction and installation of a fence must state the reason for the fence, show that the desired fence is harmonious with its surroundings and adjacent properties and must blend in with the overall design of the residence. All fence applications must be accompanied by:

- A. A landscaping plan showing location and type of plantings to aesthetically screen the fence.
- B. Evidence of notice to all adjacent property owners of the Member's intent to install fencing.
- C. Chain link fences, stockade fences, and similar types of fencing are prohibited. Fences in excess of four (4) feet high are prohibited. Wrought iron and aluminum are the recommended materials. Other materials and designs will be considered. Fences shall be of dark green, brown, black, or naturally weathered color. (Note: For lots that border Oyster Harbour community boundaries, boundary line fences may be allowed which provide more privacy and security than that which would be allowed elsewhere in the community.)
- D. Attempts to establish property lines by the use of fencing are not allowed. Fences are not allowed in front of the house. Every effort must be made to retain the open space character of the community.
- E. Properties bordering ponds are prohibited from fences in order to ensure pond views of neighboring properties. Dog runs may be considered. Height: 4' maximum, Width: no wider than home, Depth: maximum 30' from back of home. Site plan required and neighbor(s) notified.

## **7.8 Awnings and Shutters**

Awnings, canopies, and shutters shall not be affixed to the exterior of a residence without prior approval of ARC.

## **7.9 Under Deck Screening**

Storage or unfinished areas beneath decks shall be shielded from public view.



## 7.10 Garages/Driveway

All garages must be two-car or more; side or rear entry garages are preferred carports are not allowed; electrical garage door operators are required.

- A. No street side parking areas may be created by extending any portion of street pavement on to easements, ROWs, or road setbacks.
- B. Driveways should curve along the contours of the land. Sharp turns are to be avoided if possible.
- C. Driveways must be constructed using solid materials, such as pavers or concrete that will prevent soil erosion and sedimentation runoff into roadways and waterways and also must not washout themselves.
- D. No staining of patterns allowed without ARC approval.

## 7.11 Mailboxes

All mailboxes and posts will be uniform and constructed in accordance with specifications below. You, or your builder, can build or outsource the construction and painting of the post, and installation of the post and the mailbox.

### List of Materials

Wood	1	Pressure Treated Post - 6 in. x 6 in. x 6 ft.
	10 ft	1 x 8 pressure treated wood.
	1	Colonial Ball Top
Screws		
Paint		Exterior oil base primer
Valspar Severe		Weather Exterior Semi-Gloss Latex (color specs below)
Numbers		Black plastic numbers 4-¼ in. high
Mailbox		T1 (standard) or T2 (large) Black Satin metal or aluminum mail box
Paint		Lowe's Hardware- Valspar "Signature" white, exterior semi-gloss latex

### 7.11.1 Assembly of Mailbox

- A. Drill small pilot hole to attach Colonial Ball Top to center top of post
- B. Pre-drill counter sink holes in paper box pieces before assembling.

- C. Attach paper box to post Top of box is to be attached to post 15” from top of post measured from the bottom of the Colonial Ball Top.
- D. After assembling, fill holes with wood filler.
- E. Sand post and paper box before applying primer.
- F. Paint post and paper box before attaching mailbox.
- G. Attach mailbox using stainless steel screws.
- H. Attach numbers to right side (facing box opening) of paper box.

### **7.11.2 Location**

Subject to state laws and regulations, a curbside mailbox must be placed to allow safe and convenient delivery by carrier without leaving their vehicles. The box must be on the right-hand side of the road in the direction of travel of the carriers.

### **7.12 Thinking “Green”**

Use of industry-recognized, professionally-installed, environmentally-friendly, energy-efficient materials and building methods are strongly encouraged.

#### **7.12.1 Installation of Alternative Power Generation Systems**

All alternative power generation systems must have prior written approval from ARC. This includes all aspects of heating, cooling and power generation systems as defined in the Definitions Section above.

**7.12.2 Solar Panels:** must be placed in such areas of the roof as to not be visible from the street, ponds, parks, amenity areas, or adjacent roadways.

### **7.13 Accessory Structures/ Utilities/Service Areas**

- 7.13.1** Accessory structures including but not limited to playhouses, dog houses, dog runs, and sheds shall not be permitted without prior, written approval from ARC. Sheds and garages to be site built, materials to match home.
- 7.13.2** All playground equipment and its placement must be pre-approved by ARC. Must use natural colors and/or colors to complement home. Height limit to 12’.

- 7.13.3** Decorative objects such as sculptures, birdbaths, fountains, nameplates, and the like (i.e. yard art) must be approved by ARC.
- 7.13.4** Antennas - No antennas or satellite dishes may be installed without prior written approval from ARC. No antenna may be higher than 24" above house roof line. No towers are allowed. Satellite dishes, 18" or less in diameter, appropriately screened from roads, neighbors' view, lake views and fairways, must be approved as to location and screening.
- 7.13.5** Permanent flagpoles shall be permitted, subject to ARC approval of placement, size, color, finish, and design and height of 20'.
- 7.13.6** Clotheslines of any kind are not permitted.
- 7.13.7** All garbage containers, AC compressors, etc. shall not be visible from streets, lakes or ponds or adjoining properties as far as practical. If such appliances are visible, then appropriate height, depth, and width plantings shall be installed to screen these objects from common view. Wall screen required @4'6" of height of material to match house. Paint materials to match house color.
- 7.13.8** Propane tanks: All new or replacement fuel tanks over 120 gallons must be buried. All tanks less than 120 Gallons must be screened from view.
- 7.13.9** Members shall be responsible for all utility services from the point of utility company connections underground to the Member's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment shall be shielded by landscaping approved by ARC.
- 7.13.10** Tennis courts are not permitted on any lot. Basketball goals may be approved so long as they are mounted on a pole and not attached to any roof or other building structure. Basketball goals must be on the Member's property and not in any common areas.

**7.13.11** Rain barrels facing roads, lakes, or ponds shall be aesthetically screened.

**7.13.12** Installation of fire-pits must be pre-approved by the ARC. Note: Fire-pits are not intended to be used to burn debris or rubbish. Live hot cinders may be harmful to surrounding homes and vacant lots.

#### **7.14 Bulkheads**

- A. Bulkheads must be approved by the County and the County Permit must be submitted to ARC prior to commencement of construction.
- B. Bulkheads shall be included in the site plans in order to ensure that they are physically and aesthetically compatible with neighboring bulkheads.
- C. The renovation or repair of a bulkhead must be approved by ARC on an individual basis and must be accomplished in accordance with County, State, and Federal regulations.
- D. All dredging requires written approval from USACE, DENR and ARC.
- E. Construction of bulkheads will only be approved by ARC after written notification of the project has been delivered to adjoining Members/property owners.

#### **7.15 Private Swimming Pools**

ARC will review swimming pool applications on an individual basis and will consider lot size, professional design, layout, location, and landscape screening. Approval of a swimming pool request conveys no liability to OHHOA, and cannot be construed to imply expression of any opinion with respect to safety. The Member recognizes that a private swimming pool carries significant liability and that the Member exclusively bears all risks incurred.

Safety fencing must be included with all swimming pools. The fencing must meet all North Carolina and Brunswick County standards.

All North Carolina and Brunswick County rules and regulations must be followed and a final Brunswick County inspection must be performed prior to the pool being filled and used. Under no circumstances may the pool be filled with water prior to the installation of appropriate safety fencing. (Note: Any Compliance Fee

Deposit shall be forfeited if any water is introduced into the pool prior to the completion of appropriate, approved safety/security fencing.)

## 7.16 Banners and Signs

No banners or signs of any type, including real estate signs may be displayed within OHHOA without the written approval of the ARC, see section 6.04. Site Construction Maintenance for posting signs regulations.

**7.16.1 Political Signs:** North Carolina General Statute § 47F-3-121. American and State flags and political sign displays allows the association to do the following:

- A. Prohibit the display of political signs earlier than 45 days before the day of the election and later than seven days after an election day
- B. You are allowed to place a maximum of 2 signs no larger than 24 inches by 24 inches on a member's property.

For the purposes of this subdivision, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. It is prohibited to place signs on common areas, easements, rights-of-way, or other areas owned by others.

## 7.17 Setbacks

The setback requirements for placing boats with trailers, RV's, trailers of any type which are 28 feet or less on individual lots are defined below. Boats not on trailers are not allowed to be stored on lots.

- A. Setbacks defined for homes with the following garage configurations: Frontload, Cantilever and Courtyard garages.
  - 1. RV's, trailers or boats must be located **behind** an imaginary line drawn from the front door of the home to the concrete driveway or concrete pad. If an additional concrete pad is required, the owner must first complete and submit an application to the Oyster Harbour ARC for approval.

B. Setback defined for homes with a side-load garage:

1. RV's, trailers or boats must be located **behind** an imaginary line Drawn from the rear corner of the garage door to a concrete driveway. If an additional concrete pad is required, the lot owner must seek prior approval from the Oyster Harbour ARC.

For either **A or B** all property boundary setbacks defined in the ARC Guidelines must be adhered to.

If the boat with trailer or RV cannot meet the setback requirements for individual lots, the boats with trailers or RV must be immediately removed from the property.