

# LongCoveClub

## Architectural Review Board

### Appendix E - Approval – Agreement Letter

#### MANDATORY FOR BOTH NEW CONSTRUCTION ON UNIMPROVED LOTS & EXISTING HOMES

ARB Administrator  
399 Long Cove Drive  
Hilton Head Island, SC 29928

Date \_\_\_\_\_  
Lot Number \_\_\_\_\_  
Street Address \_\_\_\_\_

Owner \_\_\_\_\_

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

Contractor/Builder \_\_\_\_\_

Town Permit \_\_\_\_\_

Approval is granted, as per certain recorded covenants, for the construction of a \_\_\_\_\_  
(Choose from residence, addition, pool, exterior alterations) subject to the acceptance by the owner and builder of the following conditions:

1. The construction in all aspects will be in accordance with the drawings dated \_\_\_\_\_ and application (materials and colors) submitted to and approved by the ARB with the exception of the following approved changes, if any (NOTE: All approvals of changes must be submitted by the owner or his agent in writing. All approvals of changes must be in writing and signed by the ARB or its administrator.): \_\_\_\_\_  
\_\_\_\_\_
2. The construction will be situated on the lot in accordance with the approved site plan dated \_\_\_\_\_. THE PENALTY FOR SITING VARIANCES SHALL BE FORFEITURE OF THE TOAL COMPLIANCE DEPOSIT, AND IN THE CASE OF A VARIANCE FROM APPROVED PLANS THE ARB CAN REQUIRE THAT THE VARIANCE BE RECTIFIED, AS THE ARB MAY DETERMINE.
3. Drainage, swales, culverts, etc., will be installed whenever construction adversely affects the drainage of the natural watershed or causes excessive runoff to adjacent properties. The owner will repair any damage during the construction to the drainage of the natural watershed. Once the owner has been notified of damage to the drainage of the natural watershed he shall have thirty (30) days within which to repair said damage. THE PENALTY FOR FAILURE TO REPAIR SHALL BE \$100.00 PLUS THE COST INCURRED BY THE ARB IN THEIR CORRECTION OF THE DAMAGE.
4. All changes from the approved plans, including materials or colors, must be approved by the ARB in writing. THE PENALTY FOR NON-COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS SHALL BE FORFEITURE OF UP TO THE TOTAL COMPLIANCE DEPOSIT. THE ACTUAL PENALTY WILL BE SET BY THE ARB BASED ON THE EXTENT OF THE UNAUTHORIZED CHANGE. THE HOMEOWNER CAN BE REQUIRED TO CORRECT OR MODIFY THE NON-COMPLIANCE AS THE ARB MAY DETERMINE.
5. The owner or his agent will supply the ARB administrator with a list of all subcontractors and suppliers requiring access to LCC. This list shall be given to the LCC Chief of Security. The list shall be updated as necessary during the course of the construction. All contractors, subcontractors and construction workers must display LCC vehicle decals during the course of construction.

6. The owner, through his General Contractor and/or his other representatives has the responsibility of bringing the following rules to the attention of all persons working on the construction project:
- a. Names of the subcontractors and suppliers with work scheduled outside the normal trade hours shall be approved by the LCC General Manager. Normal trade hours are Monday through Friday from 7:30am to 6:30pm, and Saturday from 8:30am to 4:30pm. No work will be allowed on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas. THE PENALTY FOR WORKING DURING UNAPPROVED WORKING HOURS SHALL BE \$100.00 PER VIOLATION, AND CONTINUED VIOLATION WILL LEAD TO THE ARB REVOKING THE BUILDING PERMIT.
  - b. Construction workers will not be allowed to enter or leave LCC on foot.
  - c. Subcontractors and construction workers seeking employment with contractors or subcontractors will be denied access to LCC.
  - d. Construction workers are not allowed in any LCC facility including golf course rest rooms, clubhouse, maintenance garage, etc. A portable toilet is required at the job site during construction. THE PENALTY FOR FAILURE TO PROVIDE A PORTABLE TOILET SHALL BE \$100.00 PER DAY. AFTER THE FIFTH DAY OF NON-COMPLIANCE THE LCC BUILDING PERMIT WILL BE REVOKED.
  - e. Construction workers are not permitted to fish in any lagoon, or from any boat dock or waters adjacent to LCC.
  - f. Construction workers must remain on the job site at all times.
  - g. The construction site will be free of litter and discarded construction debris. Metal containers must be provided for such debris. THE PENALTY FOR NON-COMPLIANCE SHALL BE \$100.00 PER DAY AFTER THE SECOND DAY OF NOTIFICATION.
  - h. The possession and/or consumption of alcohol or drugs by any construction worker in LCC are prohibited. Violators will be removed from the premises. Repeat offenders will not be allowed into LCC for a minimum of six (6) months following the second offense.
  - i. Firearms or other weapons at the site of the work and throughout LCC are prohibited. The ARB will contact the sheriff's department through LCC Security and request that such weapons be confiscated. Offenders can be barred from LCC for a period deemed appropriate by the ARB.
  - j. Any nuisance, such as loud radios, use of horns, and profanity is prohibited. THE PENALTY FOR NON-COMPLIANCE IS \$100.00 PER VIOLATION AFTER THE INITIAL VIOLATION IS RECORDED.
  - k. Trash fires are not allowed. THE PENALTY IS \$100.00 PER VIOLATION.
  - l. The side and rear property lines must remain strung at all times throughout construction. THE ARB WILL NOT VISIT THE SITE FOR APPROVAL OR CONSULTATION MEETINGS IF THE LOT IS NOT STRUNG.
  - m. No access through adjacent properties will be permitted. No parking, staging or equipment storage will be allowed on adjacent properties or on common grassed areas bordering the street or lot. THE PENALTY FOR NON-COMPLIANCE SHALL BE \$100.00 PER VIOLATION AS DETERMINED BY THE ARB.

All construction personnel and visitors are subject to these regulations and the Covenants of LCC. Violators may be denied access to the construction site at the discretion of the ARB. CONTINUED VIOLATION OF THE WORK RULES CAN LEAD TO THE CANCELLATION OF THE BUILDING PERMIT.

7. No work shall be started until a LCC Clearing and Foundation Permit has been issued and the appropriate compliance deposit/s has been made (Appendix F, Fees). Proceeds of the owner's check will be deposited in the owner's name in an ARB interest-bearing escrow account. This account shall be subject to such bank rules and regulations as may be in effect from time to time for such accounts. THE PENALTY FOR STARTING WORK PRIOR TO ISSUANCE OF A LCC PERMIT SHALL BE THE FORFEITURE OF THE SECURITY DEPOSIT AND REVOCATION OF ANY APPROVALS, IF PREVIOUSLY GRANTED. The landscape material installation shall be in accordance with the approved landscape drawings and specifications and shall be in place no later than thirty (30) days after completion of the home. At final inspection of the completed landscape installation, the ARB, in its sole

judgment, will determine if the guideline objectives have been met. Particular attention will be paid to foundation coverage and screening of the home or additions from adjacent properties, common grounds, golf course and marshlands. THE PENALTY FOR NON-COMPLIANCE SHALL BE \$100.00 PER DAY AFTER THIRTY (30) DAYS FROM THE DATE OF THE DATE OF THE CERTIFICATE OF OCCUPANCY issued by the Town of Hilton Head.

8. No trees, bushes or underbrush may be removed from the lot or adjacent or common property without written approval from the ARB. All trees and naturalized areas that are not expressly authorized for removal pursuant to the approved plans will be protected during construction. If requested by the ARB, a construction fence or similar barrier acceptable to the ARB must be placed around specimen trees, natural screening to adjacent lots, the golf course, lagoons and the marsh/river. THE PENALTY FOR UNAUTHORIZED REMOVAL OF VEGETATION OR TREES SHALL BE A MINIMUM OF \$100.00 PER VIOLATION (THE ARB SHALL DETERMINE THE ACTUAL DOLLAR PENALTY IN LIGHT OF THE EXTENT OF THE UNAUTHORIZED REMOVAL, SIZE OF TREE/S REMOVED, ETC.) PLUS THE IMPLEMENTATION OF A TREE AND VEGETATION RESTORATION PLAN ACCEPTABLE TO THE ARB. FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT WILL BE MADE IF A TREE AND VEGETATION RESTORATION PLAN HAS NOT BEEN IMPLEMENTED WITHIN TWENTY (20) WORKING DAYS FROM WRITTEN NOTIFICATION OF THE VIOLATION.
9. The owner will be responsible for prompt approved repairs to curbs, paving, utility lines, mailboxes, adjacent properties and other common property damaged as a result of construction or other site improvement or non-approved clearing of any type. **Photos should be taken before construction by owner or builder.** Roads and curbs shall not be cut without prior ARB approval. Any modifications to existing utility lines and facilities required by the construction are the responsibility of the owner.
10. Mailboxes, mailbox supports, painting and lettering is standard throughout LCC. LCC Owners Association is responsible for mailbox procurement and installation. Owners will be charged for the cost of labor, materials and installation. Contact Community Services Director for installation or repair.
11. Construction shall be completed (Certificate of Occupancy issued) within fifteen (15) months from the issuance of a LCC Clearing and Foundation Permit unless a written extension is granted by the ARB. THE PENALTY FOR NON-COMPLIANCE SHALL BE \$100.00 PER DAY FOR THE FIRST THIRTY (30) DAYS AFTER THE TWELVE MONTH DEADLINE HAS PASSED, AND \$200.00 PER DAY THEREAFTER.
12. In the event construction and landscaping are not completed in accordance with the approved drawings and conditions stated herein, or in the event construction or landscaping not presented to, reviewed by, or approved by the ARB has been erected or placed on the property, the ARB will give ten (10) days notice to bring the violation into compliance. After ten (10) days the ARB will withdraw all or part of the funds deposited in the owner's name in the ARB Escrow Account, as the ARB may, in its sole judgment, deem appropriate to restore or correct the violation. If additional funds are required above and beyond the amount available as deposited the LCC Owners Association Board of Directors, at its discretion, may assess the owner for all or part of these additional funds. The owner or owner's agent hereby agrees to allow LCC employees and independent contractors an easement to enter upon the lot to perform the work necessary to correct the violation. The ARB will contact the owner in writing with its plan to initiate corrective action.
13. If the construction and landscaping has been completed in accordance with approved drawings and has been judged satisfactory upon final site inspection as provided herein, the full amount of all compliance deposits will be returned.
14. It is understood that the ARB is not obligated in any way to take any of the actions provided for in the preceding paragraphs.

15. No approval of plans, location or specifications, and no publication of architectural standard guidelines by the ARB shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed building or that such standards comply with pertinent law. Any established standards or guidelines may be changed from time to time at the discretion of the ARB, without prior notice.
16. The parties hereto do hereby accept and approve these conditions pursuant to the approval documents and the issuance of a LCC Building Permit.

**ADMINISTRATOR OF THE ARB:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**OWNER OR OWNER'S AGENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

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**BUILDER OR CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Tax ID #

This letter must be signed by the owner (or agent) and by the builder and returned to the Administrator of the LCC ARB along with all compliance deposits as required in order to obtain a LCC Permit. All checks are to be made out to the Long Cove Club Architectural Review Board. **NO CONSTRUCTION MAY START UNTIL THE PERMIT IS ISSUED.**

This approval expires six (6) months after the date of this contract unless construction has started. This agreement may be changed only in writing, with the agreement of both parties. This agreement will become, upon signing, a legally binding agreement between the owner or the owner's agent, the builder or contractor, and the Long Cove Club ARB and its respective heirs, successors and assigns.

Fees paid by the Property Owner, his agent or by the builder are not refundable.