

FAIRVIEW POINTE COMMUNITY POLICIES



Fairview Pointe Homeowner's Association – FVPSville@gmail.com

Community Management Partners – fairviewpointe@hoapartner.com

Fairview Pointe Residents,

We are happy that you have chosen Fairview Pointe to call home. This compilation of documents, in accordance with our covenants and restrictions, has been established by the Board of Directors regarding maintenance, architectural alteration, and governance of the association.

These guidelines have been established with three key themes in mind:

- Safety and Security of our Community
- Protecting Your Property Values
- Financial Health of the Association

These items were key themes and points of feedback from **you** in various forums to include our annual meeting, conversations with board members, and feedback to our email and social media outlets.

There are many references to our covenants and restrictions as well as paraphrasing that are referenced throughout the documents. If any homeowner fails to comply with these guidelines, the Fairview Pointe Homeowner's Association could take immediate action in accordance with our community by-laws.

Please take time to review these policies as it is the responsibility of the homeowner to understand expectations. The Board of Director's is available to answer any questions and address concerns in partnership with our Property Management Company.

Thank you!

Fairview Pointe Homeowner's Association Board of Directors

**FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
2020 COLLECTIONS POLICY**

Whereas, the Board of Directors for Fairview Pointe Homeowners Association, Inc. (Association) is charged with the management of the Association per Section 3.04 of the Covenants, and Whereas, it is determined that there should be a consistent procedure for the collection of Annual Association Dues (Dues) from the homeowners (Owners) in Fairview Pointe; be it Resolved, that the following will be adhered to regarding the notification and collection of Association dues;

The annual dues for 2020 are \$440.00 and the due date is December 31st, 2019. To avoid paying any of these additional costs, Owners must ensure that their payment for the annual dues is received no later than Jan 14th, 2020. Payments received after Jan 15th, 2020 will be subject to interest at the rate of 18% per annum, and a late fee of \$25 per month will be applied. Payments received after January 15th see also subject to a one-time 10% penalty for late dues. If an Owner wishes to make payments, an agreement must be signed and on file with the property management company. There will be a \$5 monthly convenience fee for monthly payment arrangements, and a \$7.50 quarterly convenience fee for quarterly payments, interest at the rate of 18% will be applied to any payment arrangements.

LIENS FILED:

- Liens will be filed on Jan 31st, 2020 on all delinquent accounts. Payment after this date will not prevent a lien being filed, unless the Owner has signed a payment arrangement (and they are current with payments). If on a payment plan and payment is 30 days late, a lien will be filed on the 31st day without further notification.
- Charge for Liens: \$75 (\$25 county filing fee and \$50 preparation fee) – charged to Owner account.

This fee will be added to the outstanding balance and cannot be waived.

- Lien Removal - \$60 (\$10 county filing fee and \$50 preparation fee) – charged to Owner account. This fee will be added to your account at the same time as the lien fee as it must be included in the outstanding balance to clear the lien and cannot be waived.

SUMMARY JUDGMENT:

- If accounts are not settled by April 30th, 2020, or there is not a signed payment arrangement (and payments are not current), the Owner's account will be put in the hands of the Association's attorney and the Association will seek a Summary Judgment from the Magistrate's Court. The following charges will be added to the Owner's account (these fees cannot be waived):
 - Interest at the rate of 18% per annum
 - Magistrate Court fee: \$80, Summary Judgment Processing fee: \$100, Service of Process fee: \$45
- Attorney's fee: \$500 - TOTAL: \$725
- All costs associated with the summary judgment process will be added to the Owner's account.

Interest will continue to accumulate.

FORECLOSURE BY THE ASSOCIATION:

- If the Summary Judgment is not satisfied (or payment arrangements made and not kept up), the Association, in accordance with the Covenants will foreclose the lien/summary judgment on or before September 30th, 2020.
- All legal fees associated with this foreclosure, including Foreclosure Administration Fee of \$100 will be added to the Owner's balance. Total legal fees are usually more than \$2000 for the foreclosure action.
- If delinquent balance (including all fees) is not collected prior to the Judgement: The Association goes on the deed to the property.

Owner then becomes a tenant of the Association and is responsible for:

- Timely payment of the mortgage.
- Keeping property in good repair / compliance with covenant restrictions.
- Timely payment of all HOA Dues going forward.

Failure to comply – Association may evict the delinquent or non-compliant “tenant”.

IMPORTANT: If Owner's account is currently more than 1-year delinquent and Owner has not entered into a payment plan (or kept up with payments), the account will be placed in the hands of the Attorney and foreclosure by the Association will commence immediately after Jan 11th, 2020. All costs associated with this action will be added to Owner's account. Costs usually run upwards of \$2000. Owners are urged to contact the Board or Management Company immediately to help avoid this situation.

This policy may be amended from time to time by the Board of Directors of the Fairview Pointe Homeowners Association.

This Policy is approved by the Board of Directors of the Fairview Pointe Homeowner Association at the HOA meeting on September 9, 2019.

Example of interest/fees schedule for HOA Dues:

Due Date - December 31 - \$440.00

If not paid by January 15 - \$484.00 (\$440+ \$44 late fee)

If not paid by January 31 \$490.60 (\$484 + \$6.60 interest)

In addition to the \$490.60 you will have \$135.00 lien fee and lien release fee added. See below.

\$490.60 + \$135.00 (lien fee and lien release fee for failure to pay) = \$625.60 total due 2/1

If not paid by February 28 you will owe \$625.60 + \$25(late fee) = \$650.60 + \$9.76 interest = \$660.36

If not paid by March 31 you will owe \$660.36 + \$25(late fee) = \$685.36 + \$10.28 interest= \$695.64

If not paid by April 30 you will owe \$914.15 (see breakdown below)

\$695.64 balance from March + \$25 (late fee) = \$720.64 + \$180 for summary judgment= \$900.64 + \$13.51 (interest)

2020 FEES

Annual Dues	\$440
10% Late Penalty (One time)	\$44
Late Fees Assessed Monthly	\$25
Interest Assessed Monthly	1.5% (18%/12mo)
Lien Fee and Lien Release Fee (One time)	\$135
Summary Judgment (One time)	\$180

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
VIOLATION AND FINE ENFORCEMENT POLICY

Whereas, the Board of Directors for Fairview Pointe Homeowners Association, Inc. (Association) is charged with the management of the Association per Section 3.04 of the Covenants, and Whereas, it is determined that there should be a consistent procedure for the Violation and Fine Enforcement of Fairview Pointe; be it Resolved, that the following will be adhered to regarding the violations and fine enforcement;

Pool and Recreation Area

Umbrellas:

- Each Umbrella is tagged with the schedule and fine per offense. The tag serves as the first warning, then each additional offense is \$25. The fine is assessed to the owner that last left the umbrella open per review of security footage.
- If an umbrella is damaged due to not lowering it, security footage will be reviewed and the owner to last use the umbrella will be assessed a \$25 fine plus the cost to replace the umbrella (not to exceed \$50) = \$75 total.
- Homeowner's pool fobs will be deactivated and follow the schedule referenced in the swimming pool rules policy.

Glass:

- Glass on the pool deck which is reported or observed will result in an immediate \$250 fine due to DHEC rule and the risk to Fairview Pointe residents should the glass break.
- If glass is broken inside the pool gate, owner or witness shall notify the Board of Directors at FVPSville@gmail.com. Owner will incur \$250 fine as well as all fees associated with cleanup including but not limited to pressure washing, vacuuming, drain/refill, and chemical rebalance etc.
- Pool fobs will be deactivated and follow the schedule referenced in the swimming pool rules policy.

Vandalism:

- Any report of an owner or guest trying to or successfully damaging Fairview Pointe Property (i.e. cameras, pool furniture, doors/gates, lighting, signage, pool house) will be investigated via security footage. The owner is responsible for guests and all conduct associated. If malicious intent is evident, the owner of the residence associated will incur a \$250 fine, plus any costs associated to replace/repair property.
- Pool fobs will be deactivated and follow the schedule referenced in the swimming pool rules policy.

Street Parking

- First Warning is sent to the owner requesting immediate compliance to adhere to street parking policy.
- First Violation Notice (certified mail): If the violation is not corrected or recurs within 15 days after the First Warning is sent, the Owner/Tenant will be sent the First Violation Notice indicating the following:
 - A \$250 fine has been applied to the Owner's account, and an additional fine of \$250 will be applied to the Owner's account without further notice if the violation is not resolved within 15 days or if it recurs within 90 days.
 - Homeowner's account will be charged with the cost of the certified mail.
 - Pool amenities and voting rights are suspended until all fines are paid in full.

Modification Compliance Process

For failure to initially, voluntarily submit an Application for Modification for review and approval by the Architectural Review Committee prior to initiating change or modification:

1. First Violation Notice: Owner is directed to stop all unauthorized activity immediately
 - Submit a photo or other form of verification of compliance to the Community Manager or
 - Submit a completed Application for Modification form to the Community Manager and wait for the Architectural Review Committee and Board decision
2. Second Violation Notice (certified mail): If the violation has not been corrected or an Application for Modification has not been submitted within 15 days since the First Violation Notice, the Owner will receive a Second Violation Notice indicating the following:
 - An initial fine of \$250 has been applied
 - An additional fine of \$250 will be applied if compliance is not verified or an Application for Modification is not submitted within 15 days from the date of the Second Violation Notice.
 - Homeowner's account will be charged with the cost of the certified mail.
3. If the violation has not been corrected and an Application for Modification has not been submitted within another 15 days (30 days total), a second \$250 fine is immediately applied (\$500 total) with an additional \$250 applied to the account every 15 days thereafter without further notification. The account may be forwarded to the attorney for legal action per the Board's right to apply a lien to the property.

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
PARKING ON THE STREET POLICY

The Board of Directors for Fairview Pointe Homeowners Association is charged with the management of the association per Section 3.04 of the Covenants, and whereas, it is determined that there should be a consistent procedure for parking regulations within the community.

Whereas Section 6.06 of the Covenants, Vehicles states “All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets within the Development is prohibited. Lot Owners’ visitors may temporarily park on the street.”

The following procedures must be adhered to regarding a resident having more cars than is provided for on their lot, thereby, qualifying to park on the street when parking areas on their lot are not available.

1. Each Lot in the community has at least four and in some cases five or six parking areas on their lot. Each lot will be verified by the Association as to the number of spaces allotted the owner by a count of the garage spaces and driveway space, not to include sidewalk area.
2. If the occupant of the lot shall have more vehicles than this allotted number, an application to extend the driveway should be submitted providing there is adequate space on the property for a driveway extension.
3. If the occupant of the lot shall have more vehicles than the allotted number, taking into account an approved driveway extension, they shall provide the property management company with the number of vehicles they have, and the license plate tag number of these vehicles. Any owner who chooses not to participate accepts that they do not have more cars than is provided for on their lot and will park on the street at the risk of incurring a Covenant Parking Violation. *Please see fine schedule regarding street/overnight parking*
4. Those that comply with (3) above, may then be granted permission by the Board to park any one of these registered vehicles on the street provided that there are no other available areas on their lot.
5. If there is an available parking place on the Lot and one of these registered vehicles are parked on the street, it will be considered a Covenant Parking Violation. *Please see fine schedule regarding street/overnight parking*
6. Any other vehicles parked on the street when there are available parking areas on the Lot will be in violation of the Covenant Article 6.06 and will be charged with a Covenant Parking violation. *Please see fine schedule regarding street/overnight parking*
7. Any guest or commercial vehicles parked on the street that are charged with a Covenant Parking violation resulting in a fine or suspension may be appealed by a hearing with the Resident Appeal Board in accordance with By-laws article VII Section 3. Homeowner may appeal such violation by documenting their case and submitting it to the Board of Directors for a decision at their next executive Session.

8. Violations of Greenville County vehicle or street parking ordinances may be reported to the sheriff's department for enforcement above and beyond any remedies taken by the Association. (I.e. blocking of fire hydrant, mailboxes, parked facing oncoming traffic, parking on sidewalks, etc.)

9. If street parking approval is obtained from the Board of Directors, the owner shall not park on grass and/or sidewalks. The owner also shall not impede flow of traffic creating hazards for navigating Fairview Pointe.

This Policy approved by the Board of Directors of the Fairview Pointe Homeowner Association at the HOA meeting on September 9, 2019. This Policy may also be amended from time to time by the Board of Directors of Fairview Pointe.

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
LAWN AND GENERAL MAINTENANCE POLICY

The Board of Directors for Fairview Pointe Homeowners Association is charged with the management of the association per Section 3.04 of the Covenants. It is determined that there should be a consistent procedure for enforcing the general maintenance of lawn, home, and general property for each lot within Fairview Pointe.

The following procedures shall be adhered to regarding property maintenance:

Lawns and Landscaping

- Lawns must be mowed and edged. Lawns and flower beds must be weed free. Bushes and trees must be well maintained, and any dead shrubs/limbs must be removed. All hard surfaces (driveways, sidewalks, streets) must be edged and blown/swept free of debris. Hard surfaces must also be free of vegetation (no weeds/grass growing through cracks/joints)
- Tree removal is ARC pre-approved; however, proper utility marking is required prior to start of work. Areas left behind from tree removal must be graded, landscaped, and (or) sodded/seeded within 15 days of removal. (Call *811 for utilities marking). Homeowners are reminded Greenville County has a tree ordinance which requires two (2) trees per lot.

Fences and Outbuildings

- All outbuildings must maintain clean appearance and must be made of same materials to match home or of the "Rubbermaid" variety.
- Outbuildings must be placed on wood or concrete pad and anchored in the event of storm etc.
- Fences must be maintained to a complete and clean appearance. Any rotted, loose, or damaged sections of fence must be repaired within 15 days of notification of observed damage.
- Fence stains are ARC pre-approved and must be of the brown, black, grey, or transparent variety. Fence stains should be applied no more than ninety (90) days after installation of new fences. Vinyl fences must be white. Any other color/finish must submit an architectural review request for ARC/Board approval.

General Lot Upkeep and Cleanliness

- Homes/fences/hard surfaces must be pressure washed and free of dirt/mold/mildew in order to maintain a clean, consistent appearance
- All shutters and trim must maintain a clean and maintained appearance with paint and proper fasteners to secure items to home. Fading/missing/warped shutters must be replaced within 15 days of observation.
- Garage doors must maintain a clean appearance and must be fully operational. Stickers and flags should not be placed/hung on garage doors.
- Storm doors require ARC approval.
- Window screens must not have tears/holes and must be replaced or removed.
- Seasonal decorations/lighting must be removed within 20 days of the holiday.

- Statues and figurines must be well maintained. Any broken items must be discarded or replaced.

Mailboxes

- Mailboxes must maintain consistent appearance throughout the community. If damaged, must be repaired within 15 days with a “like for like” replacement. Mailboxes must also be secure and in a level/upright position with proper fasteners (nuts/bolts/screw are proper - zip ties and duct tape are not acceptable and are subject to violations)

Garbage Cans

- Garbage cans should be placed at the curb no earlier than 6pm on the evening before collection by the trash company and should be removed from the curb no later than 6pm on the day of collection.
- Garbage cans should be stored so as to be concealed from view of the street and neighboring properties.

This Policy approved by the Board of Directors of the Fairview Pointe Homeowner Association at the HOA meeting on September 9, 2019.

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
POOL POLICY

The Board of Directors for Fairview Pointe Homeowners Association is charged with the management of the association amenities per section 3.04 of the covenants. It is determined that there should be a consistent procedure for the establishment and enforcement of the standards for amenities in Fairview Pointe. The swimming pool is provided for the enjoyment of homeowners in Fairview Pointe and their accompanied guests.

This area is to be a reasonably peaceful and relaxing environment for all residents and therefore, all residents will adhere to the following rules and procedures for the enjoyment and safety of everyone with regard to the operation and usage of the Fairview Pointe Swimming Pool by the residents and homeowners of the community:

1. Only those residents who's HOA Dues are paid, or are current on a payment plan, with no outstanding fines that are not under an appeal process, will be allowed entry to the pool.
2. Adult residents may bring up to three (3) guests each per adult property owner, unless an exception is requested in advance from the property manager. Pool parties are not a valid exception and are covered by the pool party policy.
3. An adult is described as a person 18 years of age or older.
4. For their safety, all guests and resident children age fourteen (14) years or younger must be accompanied by an adult homeowner at all times.
5. For their security, all children under the age of eight (8) must be accompanied by an adult to the restrooms.
6. Pets will not be allowed within the fenced area surrounding the pool. DHEC Rule.
7. Pool hours are 7:00 AM to 9:00 PM or dawn to dusk (defined as 30 minutes after sunset), whichever occurs first during the swimming season.
8. Supervision of children by parents and/or accompanying adult is necessary for safety and to prevent damage to the facility and the pool area equipment. Homeowners are responsible for damages caused by themselves, their children or guests.
9. No night swimming allowed by DHEC (Department of Health and Environmental Control).
10. No smoking, vaping, drugs, firearms or disruptive conduct are allowed within the confines of the pool deck.
11. No glass containers of any kind are allowed in the pool area. DHEC Rule. *Please see the Fairview Point fine schedule policy regarding glass on the pool deck*
12. There will be no exceptions to these rules and regulations. Any fine by DHEC shall be assessed to the violating party.
13. Swim at your own risk. Neither HOA nor the property management company assumes liability for loss, injury, accident or death. No diving allowed - shallow water.
14. Entrance to the pool is through the gate only and climbing the fence is prohibited and is considered as trespassing.

15. The gate must not be propped open nor will you allow a resident without an active fob access to the pool area.

16. For any non-toilet trained children or incontinent person, a clean, close-fitting diaper with a plastic outer covering that has elastic at the waist and leg openings is recommended. Disposable swim diapers are suitable but are not required. Proper swimwear for children and adults is required in the family recreational area.

17. Please respect the pool facilities and property and clean up after yourself, your children and guests. All trash must be placed in the trash receptacles provided. Recycle containers are provided for plastic bottles and aluminum cans only.

18. Any property damage due to the fault of negligence by a member, member's family, or guests must be replaced at the member's expense. Any damage should be reported to the property management company. Umbrellas must be lowered when leaving the pool area. *Please see the Fairview Point fine schedule policy regarding lowering of the umbrellas. Umbrellas also have attached schedule tagged*

19. Signs will be posted notifying members of any pool closing and must be obeyed. DHEC Rule.

20. Unsanitary conditions such as the release of defecation or vomiting in the pool requires an immediate closing of the pool. Notify the property manager to report an incident immediately. The pool will remain closed until DHEC certifies it is safe. Swimming is prohibited by those persons with infectious skin diseases such as chicken pox, measles, etc., person with open wounds or skin rashes. DHEC Rule.

21. The pool equipment is for emergency and maintenance use and is not to be used as toys. The pool phone does not require money to dial 911.

22. Be considerate of others - pool toys such as balls and rafts should be used in a manner so as not to interfere with others. Radios/music should not disturb other pool guests or residents in close proximity to the pool complex.

23. Wheeled vehicles, with the exception of wheelchairs and baby strollers, are not permitted in the fenced pool area. Bikes, skateboards and roller blades are to be left parked outside the fenced area surrounding the swimming pool but not blocking the gate or walkway.

24. Parking is limited to the paved parking area by the pool. Cars parked on the grass or on the roadway in a manner that is deemed to be a hazard may be towed at the homeowner's expense.

Lost key fobs are replaceable through the property management company. There is a \$25.00 charge for replacing a key fob. A second key fob may be purchased for an additional \$25.00 which is only provided to homeowners with the approval of the HOA Board. Replacement pool fobs or fobs that are requested to be activated due to late payment of dues will only be activated and available for delivery on Mondays unless the Board or Management Company is in error.

The Fairview Pointe Homeowners Association may revoke the use privileges of any property owner(s) for a specified period of time for non-compliance with any of the published rules for the use of the common area facilities, whether due to a negligent, deliberate or willful act or behavior.

Pool fobs will be suspended until all fines associated are paid in full. If an owner exceeds 3 violations, their fob(s) will be suspended for the remainder of the pool season. If there is less than one month of the pool season left, the board reserves the right to extend the suspension for a period not to exceed 30 days at the start of the following pool season.

If DHEC requires the pool be closed for the safety of others due to the negligence of a resident, their children or guests, the resident may be required to repay the HOA for the cost of cleaning or returning the pool to its original safe condition. Any and all penalties will be determined by the HOA for these acts or behavior or for any act of vandalism by a homeowner, a minor or a guest of a property owner. The sponsoring property owner shall be responsible for the actions of their family or guest and may lose his or her privileges or be asked to compensate the Association for any and all damages.

This Policy approved by the Board of Directors of the Fairview Pointe Homeowner Association at the HOA meeting on September 9, 2019.

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
RECREATION PARKING POLICY

The Board of Directors for Fairview Pointe Homeowners Association is charged with the management of the association per Section 3.04 of the Covenants. It is determined that there should be a consistent procedure for parking of vehicles of the homeowners (owners) and/or guests of the Pool Recreation Area of Fairview Pointe.

The following procedures shall be adhered to regarding parking vehicles at the pool recreation area:

1. Owners using the recreation area for any customary and usual recreational reason will have full use of the area, from dawn to dusk, for their parking or for that of their guests.
2. No overnight parking will be allowed unless a temporary Parking Pass has been issued by the Association or its agent.
3. Any vehicle parked overnight without a Parking Pass displayed or written Board approval, is subject to being towed at the owner's expense per the signs posted in the parking area.
4. An owner in need of a TEMPORARY parking place, for their own use or for that of a guest may request up to two Parking Passes, at no charge, for up to five (5) days from the Association. Temporary spots are marked with No Parking signs to designate spaces available for parking passes.
5. No Parking Pass will be issued for a period of more than five (5) days.
6. There will be a limit of one Parking Pass issuance per Owner per calendar quarter.

Should there be extenuating circumstance that require more than one parking pass request per quarter, the Owner may make an appeal to the Board.

The Board will review any appeal based on its merits and notify the homeowner of the decision within 48 hours. The Board's decision in any appeal process is final.

7. Any vehicle, including trailers, trucks, mobile homes, campers, etc., may be issued a Parking Pass by the Association, to any Owner requesting one for their own use or for guest use.
8. The Association is not responsible for any damage that may occur to any vehicle parked in the Parking Area, whether authorized or not.
9. Parking permits should be requested at least two (2) days prior to the actual need. The board shall make every effort to accommodate late requests but are under no obligation to grant a permit. This Policy may be amended from time to time by the Board of Directors of the Fairview Pointe Homeowner Association.

This Policy approved by the Board of Directors of the Fairview Pointe Homeowner Association at the HOA meeting on September 9, 2019.

FAIRVIEW POINTE HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
DESIGN STANDARDS

The following are just a summary of some of the architectural standards adopted by the Board of Directors of Fairview Pointe Homeowners Association and are effective as of October 1st, 2019. All references are to the Declaration of Protective Covenants for the Fairview Pointe Subdivision as filed with Greenville County Book 2167 Page 419. These standards apply to all occupants and owners. Failure by the Association or any owner to enforce any of the standards shall in no event be deemed a waiver of the right to do so thereafter. Anytime approval by the ACC is required, it is required prior to the item in question being implemented.

I. Non-compliance (CCRs 5.11/8.01, By-Laws VII.3)

a. Failure to comply with ACC standards may result in penalties as determined by the Fines & Penalties Policy of the Association

II. Approval Time (CCRs 5.09)

a. The ACC will have up to 30 days after receipt of a completed and accepted application to approve all decisions. It is the homeowner's responsibility to ensure the Management Company and/or ACC have received the application. The 30 days begins after the homeowner receives confirmation of acceptance of the completed application from the Management Company.

III. New construction (CCRs 5.15)

- a. All requests must be submitted in writing on approved forms.
- b. No exterior construction, modification, alteration, addition or erection of any nature, whatsoever, shall be commenced without prior approval by the ARC and the county when needed. This includes any concrete additions for patios, driveways, etc.

IV. Business Use (CCRs 6.02)

a. All lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any lot at any time, except with the written approval of the Board. Private offices may be maintained in a dwelling located on any of the lots so long as such use is incidental.

V. Setbacks and Building lines (CCRs 5.06)

a. Must comply to all county regulations

VI. Walls and Fences (CCRs 6.13)

- a. Construction of wooden and vinyl fences meeting the following criteria are automatically approved:
 - 1. Fence not to exceed 6ft height.
 - 2. Fence must have "finished" side facing out.
 - 3. Fence must tie from and run parallel with the back of the house to property line.
 - 4. Fence must be "continuous top" on uneven topography.

5. Wood must be sealed/stained and maintained in natural stain colors.
6. Vinyl Fences other than white must have the color approved by the ACC.
7. Lots must be marked for all utility lines prior to construction (Call 811).
8. Chain link fences will not be approved.

b. Construction of retention walls with rock or brick require ACC approval to ensure consistent appearance throughout the neighborhood. Iron fencing must also be submitted for approval by the ACC

VII. Storage Sheds / Playsets (CCRs 6.13)

- a. Storage sheds/outbuildings meeting the following criteria are automatically approved:
 1. Materials must be of same materials/appearance as home (siding/colors/shingles).
 2. Size of structure should not exceed 18ft x 12ft and should not exceed 1.5 story height.
 3. All other shed types must be submitted for ACC approval.
- b. Construction of playsets/playhouses do not require approval, however, it is required that they are housed in lots that are already fenced in.

VIII. Completion of Construction (CCRs 5.15)

- a. All improvements/modifications/construction must be commenced within one (1) year of the approval date, and all improvements/modifications/construction must be completed within nine (9) months from the date of commencement. Exceptions must be approved by the ACC.

IX. Trees (CCRs 6.15)

- a. Lots must retain 2 trees per Greenville County ordinance. Other trees can be removed only after utility lines are marked and removal is free from obstructing any gas/water lines etc. (call 811)
- b. Tree removal meeting the following criteria are automatically approved:
 1. Diseased or dead.
 2. Trees needing to be removed to promote growth of other trees or for safety reasons.

X. Mailboxes, property identification markers and all other streetscapes (CCRs 6.18)

- a. All mailboxes, property identification markers, entrance gates, fences, light and all other streetscapes must conform to original design standards.

XI. Signs (CCRs 6.05)

- a. With the exception of "For Sale" and "For Rent" signs, and one security company sign (no larger than 8 inches by 8 inches), all signs must be approved by the ACC prior to placement. Signs for house numbers do not require approval.

XII. Lighting (CCR 5.05)

- a. Exterior lighting improvements visible from the street must have prior approval by the ACC with the following exceptions:
 - i. Approved lighting as originally installed on a lot

- ii. One decorative post light
- iii. Seasonal decorative lights (Ref. landscape and upkeep policy for lighting removal guidelines) (CCRs 6.23)

b. Wired or solar pathway lighting along walks or landscaping beds are also automatically accepted without approval provided they are maintained, functioning, and there are no visible cords or wiring.

XIII. Exterior Décor (CCRs 6.19)

a. Sculptures, fountains, and similar items exterior décor items do not require approval, providing they are of natural color and do not exceed 48” in height, and meet the guidelines in the landscaping and general upkeep policy

XIV. Swimming Pools (CCRs 6.07)

a. Must have approval by the ACC. Above ground pools are NOT permitted.

XV. Vegetable Gardens (CCRs 5.05)

a. Automatically approved in backyard if created in a discrete manner that cannot be seen from the road.

XVI. Basketball Goals (CCRs 6.20)

- a. Permanent basketball goal installations must have ACC approval.
- b. Portable systems must be stored out of sight when not in use.

XVII. Exterior Color (CCRs 5.05)

a. Any change in exterior color from the original specified color must have ACC approval.

XVIII. Entry Features (CCRs 5.05)

a. Changes to entry features visible from the road must be approved by the ACC including doors and shutters. Full glass storm doors are automatically approved.

XIX. Vehicles (CCRs 6.06)

- a. Parking (Ref. Street Parking Policy)
 - i. Residents are expected to park all vehicles in garages and drive-ways and not on any common areas, grass, yards or streets.

XX. Garbage Container Enclosures (CCRs 6.16)

a. All garbage containers shall be located or screened so as to be concealed from the view of neighboring streets and property.

b. Container screens must be constructed of wood or vinyl and follow fence guidelines. Approval is not needed.

XXI. Pets (CCRs 6.12)

a. Dogs which are household pets shall be kept within a dwelling, fence enclosed yard or a yard area bordered by an “invisible fence” designed for animal control, unless on a leash.

XXII. Nuisance (CCRs 6.20)

a. It shall be the responsibility of all residents to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her property. (Ref. Landscape and General Upkeep Policy)

b. All dog waste shall be picked up immediately.

XXIII. Guns (CCRs 6.17)

a. The use of firearms in the community is prohibited.

b. The term “firearms” includes rifles, pistols, BB guns, pellet guns, paint guns, and small firearms of all types.

XXIV. Leasing (CCRs 6.01)

a. Leasing of any lot or part thereof does not exclude the tenant from the covenant restrictions, lease must have a provision to ensure tenants abide by the covenants.

b. All leases shall have a minimum term of at least six (6) months.

XXV. Obstruction to View at Intersections (CCRs 6.21)

a. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners.

XXVI. Common Areas (CCRs 6.20)

a. There shall be no obstruction or alteration of, nor shall anything be stored, dumped, altered or constructed in, or removed from, the Common Area without the prior written consent of the Board.

XXVII. Easements (CCRs 7.01)

a. Anything you do on your lot must adhere to Greenville County easements.