

**SEA PINES BUILDING PERMIT AGREEMENT**  
**Sea Pines Architectural Review Board**  
**175 Greenwood Drive, Hilton Head Island, SC 29928**  
**(843) 671-5533**

**Date:**  
**Serial No.**  
**Legal Address**  
**Project:**  
**Owner:**  
**Builder:**

Approval for construction of the project is hereby granted, in accordance with applicable recorded covenants, agreements and amendments, and subject to the acceptance by the Owner and the Builder of the following terms and conditions:

1. The construction of the Project will be in accordance with the construction drawings, site location, materials and colors submitted to and approved by the Sea Pines Architectural Review Board (SPARB). **NO CHANGES MAY BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM SPARB.**
  
2. No work, including lot clearing, may be commenced until both a Sea Pines Building Permit and a Town of Hilton Head Island Building Permit have been issued and posted at the job site. **NO TREES LARGER THAN SIX (6) INCHES IN DIAMETER MAY BE REMOVED UNLESS APPROPRIATELY MARKED ON THE APPROVED SITE PLAN.** Trees over 6" in diameter that are not permitted for removal on any residential lot in Sea Pines shall be protected against unnecessary damage resulting from any construction related activity. Damage shall include but not be limited to cutting, breaking/skinning roots, scarring and removal of bark, poisoning from oil, solvents, paints, etc. being poured into the soil, compaction due to parking of equipment and vehicles within tree drip line, and compaction due to the stockpiling of construction materials or excavated materials within the tree drip line.

The Owner and the Builder are jointly and severally responsible for providing the necessary precautions outlined below and for any damage or injury to existing trees not approved for removal.

- a. Prior to the demolition of an existing structure, you are required to submit a tree and topographic survey and arrange a meeting with the

Administrator to determine the need for tree protection during the demolition phase of the project.

- b. Prior to the commencement of any grading, construction, or tree removal, a tree protection zone for any tree located within 25 feet of any proposed grading, construction or tree removal should be established by the erection of physical barriers and such barriers maintained until such work is completed. Four (4") inches of mulch may also be required around trees which are subject to compaction due to their close proximity to the work site.
- c. Placement and types of physical barriers shall be at the discretion of the Administrator. Generally a 2 x 4 fence needs to be installed at the tree canopy drip line. Vertical 2 x 4 posts are to be installed 8' on center maximum and be 4' high above the ground. Two horizontal 2 x 4s should be attached to these posts - one at top and one 2' down from top. Variations on this standard will be considered on a case-by-case basis.
- d. The size of the tree protection zone may be adjusted at the discretion of the Administrator. The tree protection zone is determined by the size of the tree canopy and environmental/construction factors that are typically not shown on a tree survey.
- e. The cleaning of equipment, storage of materials or dirt, disposal of waste material such as paint, oil, solvents or other harmful substances, or any other such acts, which may be harmful to the continued vitality of the tree(s) within the tree protection zone, shall be prohibited. Utility trenches or ditches must be located to avoid damage to tree roots.

**TREE DAMAGE REPAIR** - Any tree damaged during construction, or damage occurring as a result of such construction, shall be repaired to the satisfaction of the Administrator according to accepted International Society of Arboriculture practices. Tree damage must be repaired prior to the issuance of a SPARB Certificate of Compliance. See page 9 for tree penalty schedule.

Upon compliance with the above policy **a peach colored clearing permit** will be issued. After clearing is complete, the SPARB Administrator will inspect the site for compliance with the approved plan. The Owner or Builder must contact the SPARB with a written staging plan for vehicles, materials & equipment after clearing and before the foundation permit is issued.

**The gold permit is for construction of the foundation only.** A copy of the as-built foundation survey and the First Floor Elevation Certificate must be delivered to the SPARB before the white building permit is issued.

3. Escrow deposits as described herein (the Escrow Deposit )must be received by the SPARB before the Sea Pines Building Permit will be issued. The Owner and Builder hereby acknowledge and agree that the funds so received will be deposited in an interest-bearing account with a federally insured institution, with all interest therefrom accruing to the benefit of the SPARB. The Owner and Builder further acknowledge and agree that such funds shall be retained by SPARB pending satisfactory completion of the Project in accordance with construction drawings approved by the SPARB and with other SPARB rules or conditions required herein. The Owner and Builder further acknowledge and agree that the SPARB in addition to any other rights under the Covenants shall have the right to assess penalties against the Owner and/or Builder for failure to complete the Project on a timely basis, or failure to construct the Project in accordance with the approved construction drawings, or failure to comply with other terms or conditions herein.

Such penalties, which are identified in Attachment A hereto, shall be deducted from the Escrow Deposits and retained by SPARB upon written notice to the Owner and Builder, but without further accounting to the parties involved. Any legal expenses or other costs incurred by SPARB in attempting to resolve any matter of non-compliance shall likewise be deducted from the Escrow Deposits. Retention by SPARB of such penalties, and other costs from the Escrow Deposits will not in any way relieve those parties of liability for non-compliance as herein provided.

4. No building, building addition or other improvement being constructed under this Agreement may be occupied by any persons, in any manner whatsoever, until the Owner has obtained a Certificate of Occupancy from the Town of Hilton Head Island, has delivered a photocopy thereof to the Administrator of SPARB and has received a Sea Pines Certificate of Completion which will be issued by SPARB after approval of a final inspection by SPARB.
5. The Owner shall submit an acceptable landscape plan, including all existing vegetation to remain, to the SPARB within 90 days of the date of the Building Permit issued under this Agreement. Upon approval of said landscape plan by SPARB, the owner shall cause the landscape to be completed. The Owner shall submit an exterior lighting plan on a separate sheet at the time of the landscape plan submittal. The lighting plan shall include cut sheets for all the fixtures. The SPARB,

in its sole judgment, will determine at the final inspection of the landscape installation if the approved landscape plan design intent has been met. This holds particularly true for landscaping that is used for screening purposes. If the final inspection is satisfactory, a Sea Pines Certificate of Completion will be issued.

6. The Owner and Builder shall inform the SPARB when the Project is completed and ready for final inspection for the Sea Pines Certificate of Completion. The SPARB Administrator shall arrange for said inspection within 3 business days of the receipt of notification from the Owner or Builder. Upon issuance of the Sea Pines Certificate of Completion, the Escrow Deposit will be refunded (less penalty and expense deductions, if any), and the Project will be deemed complete.
7. Other special conditions of this Agreement and the Building Permit include the following:
  - a. Exterior flood lights are not allowed; and
  - b. The number of vehicles on the construction site at one time is limited to a total of six (6). It will be necessary for the Owner or Builder to obtain additional parking facilities from Sea Pines Security or plan for shuttle service to and from the site.
  - c. Only two change requests during the construction will be processed without an additional application fee.
8. This Agreement expires one year after the Sea Pines Building Permit has been issued to the builder. Extensions of the one-year period for project completion will only be with prior written approval by the SPARB.
9. The Owner and the Builder shall comply strictly with the terms of the Agreement and with the covenants, conditions, and restrictions applicable to the Owner's property and Sea Pines. Failure to comply with any of the same shall be grounds for:
  - a. imposing the within described fines;
  - b. instituting an action to recover any amount due which exceeds the Escrow Deposits, for damages, and/or for injunctive relieve. Should the SPARB employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees shall be paid by the violating Owner and/or Builder; and
  - c. Inasmuch as the enforcement of the provisions of this Agreement is essential for the maintenance of the general plan of development for Sea Pines and for the protection of all owners of property in Sea Pines, it is hereby agreed by the Owner and the Builder that any breach hereof may not adequately be compensated by recovery of fines and damages, and that the SPARB, in addition to all other

remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation.

10. The approval hereby granted shall not be construed as representing or implying that such plans, specifications or standards will, if followed result in a properly designed Project. Said approval shall in no event be construed as representing a guarantee that the Project will be built in a good and workmanlike manner. The SPARB reserves the right to prohibit the Builder from the site in the event it is determined that failure to comply with the approved plans is determined to be intentional or due to gross negligence. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of the Owner's property rights and shall not give rise to a cause of action for damages against the SPARB by the Owner or the Builder.
11. The SPARB reserves the continuing right during reasonable hours to enter upon the Owner's property described herein to determine whether or not the plans and specifications have been approved and are being complied with. In the event the SPARB shall determine that such plans and specifications have not been approved or are not being complied with, the SPARB shall be entitled to suspend further construction and require the removal or correction of any work in place which does not comply with the approved plans and specifications at the Owner's expense.
12. **Approved Exterior Colors & Materials**

- Roofing:**
- Wood Siding:**
- Siding (Masonry)**
- Stucco/Brick:**
- Chimney:**
- Roofing:**
- Corner Boards:**
- Soffitts:**
- Fascia, Trim:**
- Shutters:**
- Front Door:**
- Exterior Doors:**
- Garage Doors:**
- Windows:**
- Window & Door Trim:**
- Columns:**
- Attic Vents:**
- Band Board:**
- Foundation Vents:**
- Driveway Paving:**
- Walks Paving:**
- Other (Fences, Handrails, Pickets etc.)**

**\*\* ALL VERTICAL SURFACES MUST BE PAINTED OR STAINED PRIOR TO THE RETURN OF ANY OR ALL ESCROW DEPOSITS.**

**13. Escrow Deposits**

**Clean-up & Compliance    Clean-up & Compliance**  
**By Owner: \$                      By Builder: \$**

- 14. This Agreement must be signed by the Owner and the Builder, and returned to the Administrator of SPARB with the above indicated Escrow Deposits to obtain a Sea Pines Plantation Building Permit.
- 15. The Owner hereby acknowledges that if any portion of the submission hereby approved is in violation of the Covenants due to action by the SPARB, such action shall not prevent the SPARB from seeking enforcement of the Covenants and this Agreement.
- 16. The Owner & Builder hereby acknowledge that he/she is familiar with the requirements of the SPARB Guidelines document, dated January 2002, and agrees to abide by such requirements.
- 17. Permit. The sale of a property during construction or prior to the refund of the escrow deposit in no way relieves the parties from compliance of all requirements by the SPARB.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date first above written.

**SEA PINES PLANTATION ARCHITECTURAL REVIEW BOARD**

**BY:** \_\_\_\_\_ **ITS: Administrator -**  
 \_\_\_\_\_ **Property Owner**  
 \_\_\_\_\_ **Builder**

Received: Escrow Amount \$\_\_\_\_\_ Date\_\_\_\_\_ By \_\_\_\_\_  
 Escrow Amount \$\_\_\_\_\_ Date\_\_\_\_\_ By \_\_\_\_\_

## ATTACHMENT A

### Schedule of Penalties

**Serial No. -**

**Legal Address -**

As indicated in Paragraph 3 of the Building Permit Agreement, of which this is a part, the following schedule of penalties for the indicated compliance or rules violations will apply to the above captioned project:

1. Clearing of site (removal of any tree) or start of construction before SPARB Building Permit issuance. (See tree damage penalty schedule.)

Loss of initial application fee; must submit duplicate application fee as penalty prior to building permit issuance. SPARB may also require demolition, resiting or rebuilding at Owner's or Contractor's expense.

2. Failure to post SPARB Building Permits.

\$25 a day after 2 working days telephone notice.

3. Violation of any sign rule

\$25 a day after 2 working days telephone notice.

4. No portable toilet and trash container at job site.

\$100 a day after 2 working days telephone notice.

5. Failure to deposit trash in container or trash overflow.

\$100 a day after 2 working days telephone notice.

6. Failure to submit as-built survey after pouring the footings and prior to start of any framing.

All construction will be halted until survey is delivered to SPARB and approved. Up to total compliance deposit may be charged.

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7. Failure to initiate continuous construction within 6 months of transmittal of the approved SPARB Building Permit to the applicant.

Revocation of SPARB approval and Building Permit

8. Failure to complete project within one year after transmittal of the approved SPARB Building Permit or after the expiration of approved written extensions granted by SPARB.

10% of the total Escrow Deposit each month (excluding parts of a month) up to the total deposit.

9. Non-compliance with approved construction plans, and specifications up to total compliance deposit. SPARB may also require demolition, resiting or rebuilding at Owner's or Contractor's expense with a time limit for correcting the changes as prescribed by the SPARB. Failure to correct the changes during the prescribed time limit will result in fines of \$ 100 per day until the changes are corrected according to the requirements of the SPARB.

At a minimum, there will be a \$500 fine and the required submission of corrected architectural as-built drawings for approval within 15 days of notification by SPARB. Failure to submit the corrected drawings for approval within 15 days will result in fines of \$ 100 per day until the changes are corrected to the requirements of the SPARB.

**10. TREE DAMAGE PENALTY**

- a. The intent of this section is to emphasize the importance of The intent of this maintaining maintaining the park like setting of Sea Pines per the covenants of Semair trees to be saved shall be maintained in an undamaged conditrees to be saved damaged damage due to dead trees falling, equipment breakdown, or any ac the the contractor and/or owner deemed by the SPARB to be the contractor and/or c warrantwarrant a penalty. However, the owner will be liable for consistent accide damage to existing trees.
- b. DamageDamage due to improper location of utility trenches or ditches will not beDama accidentaccidentaaccidental. accidental. The owner will be responsible for damage on t whetwhetherwhether by method of excavation, use of improper equipment, incompeten operator or failure to properly inform operators as determined by the SPARB.
- c. AllAll trees on site shall be saved excAll trees on site shall be saved except thAll tree redred ribbon and on an ARB approved site plan/tree survey. No tree, either those markedmarked for remmarked for removal or marked for removal or any other t inspection and written approval.



- d. Trees will be rated by the SPARB as to species, cTrees will be rated by the SPA the following figures acting as maximum amounting to no less than one-half these figures.

**TREES PENALTY SCHEDULE**

<u>Caliper at 4.5' above ground</u>	<u>Max. Penalty per Tree</u>		
	<u>PINES</u>	<u>OAKS</u>	<u>OTHER HARDWOODS</u>
6" - 8"	\$ 600	\$ 2,000	\$ 1,000
8" - 10"	\$ 750	\$ 2,500	\$ 1,250
10" - 14"	\$ 1,500	\$ 5,000	\$ 2,500
14" - 20"	\$ 2,000	\$ 6,750	\$ 3,500
20" and Larger	\$ 2,500**	\$ 8,500*	\$ 4,500**

\* plus \$ 500.00 per inch over 20 inches

\*\* plus \$ 250.00 per inch over 20 inches

**NOTE: PINES OVER 24" INCHES ARE VALUED THE SAME AS OAKS.**

11. Building occupancy prior to issuance of Sea Pines Certificate of Completion Occupancy  
Up to total compliance deposit plus \$ 100.00 per day until certificate of completion is issued.
12. Any additional inspections after the initial site visit.

**ACKNOWLEDGMENT:**

The above Schedule of Penalties potentially acknowledged by my/our signature and Escrow Deposit. Any balance due must be paid within 30 days of Completion will not be issued until such time as the outstanding balance of Completion will not be paid in full. Payment of Penalties shall be in accordance with the specific terms of the Building Permit Agreement.

\_\_\_\_\_  
Property Owner  
Date: \_\_\_\_\_

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