



*OVERLOOK BAY*

*OWNER'S ASSOCIATION, INC. TN*

*Architectural Guidelines*

*A Tennessee Non-Profit Corporation*

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# Architectural Guidelines

Overlook Bay  
Owners Association  
Speedwell, TN

# Overlook Bay Architectural Guidelines

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# Overlook Bay Architectural Guidelines

## 1 STATEMENT OF PRINCIPLES AND PURPOSE

- 1.1 A great deal of effort was given to the master planning of Overlook Bay (OB) to ensure a thoughtful and harmonious development process. A major concern in the planning is the integration of development with its immediate environment. Man-made improvements should, as much as possible, blend with nature. The result will be more pleasing to the eye and a more attractive community in which to live.
- 1.2 In order to assure that these objectives are achieved and to assure a continuity of physical development such that future development will be compatible with existing development, the Declaration of Covenants, Conditions, Restrictions and Easements for OB has been declared and recorded. Article VII of the Declaration established the Architectural Review Committee (The "ARC") and sets forth its jurisdiction, powers, obligations, and the rules and regulations under which it will conduct its review of proposed improvements. Any statements contained in this document are to amplify, or clarify provisions of that Declaration. In event of a conflict, the Declaration of Covenants' provisions will prevail.
- 1.3 All applicants are urged to review carefully all provisions of the Declaration as well as this document prior to submitting an application to the ARC.
- 1.4 The ARC has been established for the purpose of defining aesthetic standards of construction in OB and examining and approving or disapproving any and all proposed improvements for a building site within OB, including but not limited to: dwellings, garages, outbuildings or any other buildings, construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, greenhouses, playhouses, awnings, walls, fences, satellite dishes, docks, wharves, rip-rap, bulkheads, boat slips and lifts, exterior lights, any exterior addition to, change, or alteration to existing surface. ARC approval must be obtained for dredging and fill operations and shaping of land areas and drainage.

## 2 ADMINISTRATION OF ARC

- 2.1 The Board of Directors of Overlook Bay shall establish the ARC, which shall consist of up to five (5) [but not less than three (3) members], three of whom must be property owners.
  - 2.1.1 The regular term of office for each member shall be two (2) years coinciding with the fiscal year of the Association, except the initial term of two (2) members, which will be for one (1) year each to create an alternating board. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.
  - 2.1.2 The ARC shall elect a Chairperson, a Vice-Chairperson and a Secretary. Election of officers shall be conducted yearly at the first meeting of the year. In the Chairperson's absence, the Vice-Chairperson will preside over meetings.
  - 2.1.3 The ARC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys

in order to advise and assist the ARC in performing its functions set forth herein.

- 2.1.4 One member of the ARC shall serve as liaison to and be a member of the Board of Directors. The term of this member on the ARC shall coincide with the term on the Board of Director's position.

### 3 PLAN SUBMISSION AND APPROVAL PROCEDURES

#### 3.1 Schematic Presentation/Architectural Renderings

At the discretion of the applicant, an artist's rendering or a schematic rendering of a proposed construction or improvement may be submitted to the ARC in order to determine the suitability of a particular style or design for construction in Sunset Bay. The ARC will render an opinion as to whether or not a particular design would be acceptable. Because an artistic rendering is not always an accurate depiction of a design scheme, the ARC's opinion will be strictly non-binding and will be offered only in an effort to save an applicant's time and expense in pursuing a design that would ultimately be disapproved.

#### 3.2 Submission

One (1) sets of all plans must be submitted along with a completed application form to be provided to the applicant by an ARC member. (See scale requirements under 3.3)

3.2.1 Plans must be submitted at least fourteen (14) days prior to the scheduled ARC Meeting to allow the ARC enough time for a thorough review.

3.2.2 Plans must be submitted to an ARC member.

3.2.3 Plans will be stamped as to the time and day of receipt.

#### 3.3 Construction Plans

3.3.1 Complete plans and all of the following required information must be submitted in order to gain approval to commence any construction on a building site:

- a) Registered survey of existing property.
- b) Site Plan. - All plans should be submitted in consistent scale of no less than 1inch=100'. Site plans must depict: (i) access street(s), walkway(s), driveway(s), and other exterior improvements; (ii) foundation plan if other than slab on grade; (iii) site plan to scale indicating all structures and other improvements to be included in the scheme.
- c) At the time of submission of plans, the applicant shall be responsible to acquire a suitable storm water pollution protection plan for the protection of state waters utilizing the guidelines as outlined in the Tennessee Erosion and Sediment Control Handbook, details of which can be obtained through the Department of Water Pollution Control, a division of the Tennessee Department of Environment and Conservation in Knoxville, Tennessee. The current telephone number at this writing is 865-594-5583. The ARC will not approve the plan but shall notify TDEC of the pending construction.

3.3.2 Architectural drawings should be drawn at 1/4"=1" and include the following:

- a) Total enclosed heated/air-conditioned square footage (stated by floor in the case of a multi-floored residence).
- b) Floor plans including computation of the square footage of each floor.

- c) Approximate elevation drawings of all sides indicating both existing and final grade, finished floor level, and include treatment of building from grade to floor in elevated buildings.
- d) Detailed drawings of patio wall section, if applicable and other features desirable for clarification, exterior walls, screens, pools, etc. The wall section must clearly show size, profile, and material.

3.4 Builder

Builder must be on approved ARC builder's list. To be considered for inclusion on the Approved Builders List, a builder must submit their Certificate of Insurance, current builder's license, and references of recently completed building projects and agree to comply with the Architectural Guidelines. The ARC may also require financial statements. In order to remain on the Approved Builders List, a builder must demonstrate continuing conformance to the applicable sections of this guidelines document.

3.5 Complete Submission

Any submission that does not include complete information as required by this section will be rejected.

3.6 Approval by the ARC

3.6.1 All approvals by the ARC will be in writing; verbal approvals have no standing and are not binding.

3.6.2 Approval by the ARC of a submission presumes compliance with all county and state building ordinances and for waterfront property rules of TVA.

3.6.3 ARC approval presumes compliance with all requirements of OB Documents and the Architectural Review Committee, until and unless the owner receives a written waiver from the committee.

3.6.4 ARC approval (including that for variances) expires one year (365 days) from the approval date unless construction and/or land clearing have started. After this time applicant(s) must resubmit their proposal unless the applicant(s) have, in writing, requested and received an extension from the committee. The resubmission will be subject to the rules and regulations in force at the time of the resubmission. A new application fee will be required if more than two (2) years (730 days) has elapsed from the original approval.

3.7 Construction Start

3.7.1 Construction may not start without written approval of the ARC.

3.7.2 The Date of start of construction is defined to be the day when any work associated with an approved project commences at the job site; e.g., start of lot clearing.

3.7.3 By starting lot clearing and/or construction, owner acknowledges receipt of ARC decisions and agrees to comply with ARC requests and stipulations provided in the ARC approval document and its attachments.

3.7.4 At times, the ARC may require applicants to acknowledge receipt of ARC decisions and agree in writing to comply with ARC requests and stipulations before lot clearing or construction may proceed.

#### 4 ARC MEETINGS

4.1 The ARC will conduct regular monthly meetings providing there is business to conduct. The date, time, and location shall be chosen at the initial meeting each year.

4.2 The ARC may conduct special meetings upon three (3) days notification by the chairperson of the date, time and place of the meeting.

4.3 The fourteen (14) day advance submission requirement may be waived for plans submitted to special meetings upon approval of the chairperson.

4.4 A quorum requirement will have been met if a majority of the ARC members are in attendance at any regular or special meeting.

4.5 Resolutions, approvals, approvals with conditions, and disapproval's of the ARC may be passed only upon majority vote of those present as long as the quorum requirement has been met.

4.5.1 For the purpose of passing a resolution, the chairperson may propose resolutions and vote on any resolution. In the event of a tie vote on a resolution, the vote of the chairperson shall be weighted by a factor of 1.5 so as to allow the chairperson to cast the deciding vote.

4.5.2 All decisions of the ARC will be final unless appealed pursuant to the appeals procedures set forth in Section 13 hereof.

4.5.3 Applicants may have returned to them a copy of plans reviewed by the ARC with appropriate markings to amplify ARC comments or recommendations. Markings on plans so received will not bind the ARC to any design indicated thereon but are offered only as advisory comments.

4.5.4 The one (1) set of plans received by the ARC will be retained as part of a permanent record. Special visual aids, such as models, slides, etc., may be reclaimed by the applicant.



- 4.5.5 If an applicant's submission status is pending, a special meeting with two (2) ARC members can be called to verify compliance with the ARC's requests. Agreement by the two (2) ARC members that the requirements have been met is sufficient for approval and authorization to start construction by an applicant.
- 4.5.6 Dock submissions may be approved at a special meeting by two members of the ARC in order to expedite approvals.

## 5 STANDARDS OF DESIGN AND CONSTRUCTION

### 5.1 Minimum Size

No dwelling shall be erected on any Lot having less than the following:

5.1.a Waterfront lots – 1,800 square feet heated floor-space  
1,200 square feet foot print, excluding carports, garages  
or porches.

5.1.b Interior lots – 1,500 square feet heated floor-space  
1,000 square feet foot print, excluding carports, garages,  
or porches.

### 5.2 Flood Requirements

All residential structures constructed on a lot must be above the flood plain of Norris Lake in accordance with FEMA as protected by TVA.

### 5.3 Building Setbacks

No vertical construction greater than eighteen (18) inches in height above natural grade (measured from vertical surface, not roof eaves) will be permitted within building setback areas so designated on recorded plats or described in the CCRS.

5.31 The building setback from any roadway or common driveway is thirty (30) feet. However, the configuration of some parcels may dictate that the setback be greater than thirty (30) feet as in no case may a home be built in an area of the parcel where the width is less than 100'. The setbacks for all side and rear boundary lines are ten (10) feet.

### 5.4 Horizontal Improvements

5.4.1 Any horizontal improvement (emplacement of a permanent structure less than 18" above natural grade) must be approved by the ARC.

5.4.2 Horizontal improvements may not be emplaced closer than ten (10) feet to any property line, save for driveways and turn-arounds which may be no closer than five (5) feet, save for approved driveway entrances and exits which may be to zero feet, but shall not waive applicable easement rights.

5.4.3 All driveways shall be surfaced with materials and according to specifications specifically approved by the ARC.

5.5 Signs

5.5.1 Signs may only be placed on the lot in a form, size and location to be designated by the ARC.

5.5.2 "For Sale" signs are strictly prohibited anywhere on a lot or dock. See Section 5.10.2 "Information Boxes". This shall include any county or common property within the subdivision.

5.5.3 Construction Related Signs

- a) Signs may only be placed on a building lot upon receipt of ARC approval to commence construction. Signs may indicate the name of the contractor and architect provided that such information is contained on the same sign face. When the name of the design company and the contractor are on a sign, the companies information shall have equal weighting with neither having dominance or preeminence over the other.
- b) Signs may contain company names and logos with the approval of the ARC.
- c) Sign posts, when used, shall be painted a color that readily blends with the natural surroundings and meet ARC approval.
- d) Only one sign may be placed on a lot. No sign will be permitted on lot side facing waterways.
- e) Signs shall be single-faced only and must be placed with the sign face parallel to the roadway.
- f) Signs must be removed promptly upon completion of construction.
- g) Subcontractors, including landscaping firms, will not be permitted to place their signs on a building site.

5.5.4 Other Signs

Signs other than construction related covered in 5.5.3, only "Home Protection" (alarm) signs that are less than 1' square in size may be placed on a lot. A maximum of 2 Home Protection signs (one in the front and one in the rear) may be placed on a lot and must be in close proximity to the house.

5.5.5 Non Complying Signs

Signs not complying with the provisions of this Section 5 may be removed immediately and disposed of by the ARC after five (5) days written notice to the owner without further notice.

5.6 Portable Outdoor Toilet Facilities

5.6.1 Portable outdoor toilet facilities must be provided during construction only. They may not be emplaced prior to final construction approval of the ARC and must be removed promptly upon completion of construction.

5.6.2 Facilities may be placed only in a location approved by the ARC.

5.7 Architectural Standards

5.7.1 All construction must comply with aesthetic standards established by the ARC.

5.7.2 Manufactured housing and mobile homes of any type are prohibited.

5.7.3 Exterior finish materials such as exposed concrete block, vinyl or aluminum

as the primary finish material are prohibited. Vinyl and aluminum may be used as an accent.

5.74 Exterior finish materials must be earth-tone in color. Acceptable materials include but are not limited to wood, log, brick, stucco, stone and cement (hardy plank). All exterior finishes must be approved by the ARC prior to installation

5.8 Garden Walls and Fencing

5.8.1 All garden walls and fences must be approved by the ARC. They will be approved or not on a case by case basis and no approval shall constitute a precedent for future requests.

5.8.2 No wall or fence shall be allowed which effectively blocks another lot owner's lake view.

5.9 Trailers

5.9.1 Trailers for the purpose of security may be utilized with the approval of the ARC only during the period of construction.

5.9.2 Trailers for the purpose of temporary residence may be utilized for one year during the construction period with the approval of the ARC.

5.10 Mail, Newspaper, and Information Boxes

5.10.1 Mail and newspaper boxes must conform to size, style and color. The ARC may supply construction specifications or suggest a contractor.

5.10.2 Information boxes for the sale of homes are allowed. Homeowner must obtain ARC approval of the box to be used. Only the words, "Info Box or Information Box" are allowed on the box.

5.11 Satellite Dishes

5.11.1 The ARC must approve the location of satellite dishes, which must be no more than twenty-four (24) inches in diameter. A typical installation might be on the outside wall within the air-handling enclosure.

5.12 Landscaping The Landscaping of soils disturbed by construction, of any kind, must commence within ninety (90) days from issuance of a Certificate of Occupancy.

6 DOCKS

6.1 Required Approval

All docks and other features constructed below the 1044' (ft) elevation must be approved by the TVA and Army Corps of Engineers.

6.2 Boat ramps are strictly prohibited on individual lots.

7 SHORELINE PROTECTION

7.1 Any property owner desiring to riprap or alter the shoreline of his property is required to obtain approval from the TVA and Army Corp of Engineers.

8 **LAKEFRONT LOT IRRIGATION**

8.1 Use of Lake Water

Use of lake water for irrigation purposes requires approval of the TVA. The standard application form should be used.

8.2 Irrigation Pumps

Irrigation pumps must be hidden from view in a manner approved by the ARC.

8.3 Irrigation Piping

Irrigation pipes drawing water from the lake must be concealed (buried, or totally concealed by some other means) in a manner approved by the ARC.

9 **PAYMENT OF FEES**

9.1 Application Fee

9.1.1 The ARC has established an application fee of Three Hundred and No/100 Dollars (\$300.00) for each plan submitted for review. The application fee is payable at the time of the first plan submission.

9.1.2 The application fee may be increased or decreased from time to time at the sole discretion of the ARC.

9.1.3 If major modifications of an approved plan are submitted by applicant/owner, an additional fee of Fifty and No/100 Dollars (\$50.00) may be required by the ARC.

9.2 Security Deposit

9.2.1 A builder (or General Contractor) is required to post a \$500 security deposit for each house or major improvement/repair site that he/she is responsible for. This deposit is to assure adherence to rules and regulations covered herein.

9.2.2 The security deposit must be paid prior to the start of any construction work.

9.2.3 Any fees assessed against a builder will be drawn from this deposit, and the builder shall replenish the security deposit within ten (10) days of depleting 80% of the original balance. The builder and subcontractors for the builder shall be barred from the subdivision until compliance is met.

9.2.4 Upon completion of the construction project and clean up of trash from the construction lot and adjacent lots, the security deposit will be returned.

10 **ARC REVIEWS**

10.1 The ARC will periodically review the building site to verify that the design is according to the plans approved by the ARC and that the Architectural Guidelines are being adhered to. When construction has been done contrary to approved plans, the ARC may force removal of the improvement, reconstruction to meet the approved plan, or any other action that the ARC deems is appropriate, including fines.

## 11 ENFORCEMENT OF THE DECLARATION

- 11.1 The ARC will have the responsibility of enforcing all provisions of the Declaration and Architectural Guidelines as they pertain to the ARC.
- 11.2 Unresolved violations of Covenants and Architectural Guidelines will be submitted to the Board of Directors subcommittee responsible for violations. Violations requiring immediate action will be handled by the ARC.

## 12 FINES

- 12.1 Fines for failure to comply with OB Documents are shown in "Table A" at the end of this document.

## 13 APPEALS OF ARC DECISIONS

- 13.1.1 An applicant receiving an unfavorable ruling from the ARC is advised to revise the plans in accordance with recommendations and resubmit them to the ARC for approval.
- 13.2 If the applicant believes that the decision of the ARC is contrary to the Sunset Bay Documents or otherwise in error for any reason, or if the applicant is unable to comply with the requirements of the ARC, he/she may request a hearing before an Appeals Board. The request must be made in writing and directed to the chairperson of the ARC and be postmarked or hand delivered within thirty (30) days of the date that the applicant was notified of the ARC decision. Untimely appeals will only be considered upon the unanimous vote of all members of the ARC.
  - 13.2.1 The ARC chairperson shall schedule a meeting of the Appeals Board within fifteen (15) days of receipt of request or as soon thereafter as is reasonably possible, i.e., schedules of the applicant, consultants, and Appeals Board Members.
- 13.3 The Appeals Board will consist of three (3) members who shall be selected as follows:
  - 13.3.1 Appeals Board Members: The Chairman of the ARC will maintain a pool of names of not less than 5 members of the association who are a) in good standing with the association, and b) who stipulate that they have read and have a general understanding of the Covenants and the Architectural Guidelines.
    - 13.3.1.1 Members of the ARC Appeals Pool will serve a two-year term. The name of any association member that is not currently serving on the Board of Directors or the ARC may volunteer or have their name presented to the ARC for nomination to the Appeals Pool. The ARC will recommend nominations for the Appeals Pool to the Board of Directors for its approval.
    - 13.3.1.2 The applicant shall select one member by name to serve on the Appeals Board from the ARC Appeals Pool.
    - 13.3.1.3 In the presence of the ARC chairman, the applicant will randomly (blindly) select a second member to serve on the Appeals Board from the ARC Appeals Pool.

- 13.3.1.4 In the presence of the ARC chairman, the applicant will randomly (blindly) select one member of the Board of Directors to serve as the 3<sup>rd</sup> member and chairperson of the Appeals Board.
- 13.3.2 The Appeals Board may request consultation of other professionals, as it deems necessary. These professionals will not have a vote.
- 13.4 The Appeals Board will conduct a review of these items/issues that are being appealed by the applicant.
- 13.4.1 The applicant will be given an opportunity to address the issue(s) before the Appeals Board, using whatever documents, visual aids or consultants he/she feels appropriate.
- 13.5 All Appeals Board members must be present for a quorum.
- 13.5.1 The majority vote of the Appeals Board will determine an appeal disposition. The applicant shall be notified in writing of the outcome of the appeal within seven (7) days of the Appeals Board vote.
- 13.6 The Appeals Board shall have no authority to issue a decision that is contrary to the Overlook Bay Documents.
- 13.7 All decisions of the Appeals Board will be final.
- 14 **CONTRACTOR DEPARTMENT (See Table A for Fines)**
- 14.1 Worker Behavior
- 14.1.1 Section 6.19 of the Declaration prohibits obnoxious or offensive activities. Contractors, sub-contractors, material delivery-men and any other agent of the owner doing business in OB will be required to conduct themselves accordingly.
- 14.1.2 The builder (General Contractor) is responsible to see that all his direct employees and his sub-contractors and their employees adhere to all of the applicable OB rules and requirements; specifically those in this Section and those of Section 12 (Fines) and "Table A" at the end of this document.
- 14.2 Working Hours
- 14.2.1 Contractors may work only 7:00 A.M. – 7:00 P.M., Monday through Friday and 8:00 A.M. – 5:00 P.M. on Saturdays. No construction or lot clearing may be conducted on Sundays or holidays.
- 14.2.2 Material deliveries may be made subject to the same provisions of Section 14 herein.
- 14.3 Keeping Roads Clean
- The builder (General Contractor) shall diligently try to minimize the amount of dirt and mud tracked onto roads during construction (e.g., limit site access, temporary/permanent gravel covered access when required, etc.). When unacceptable amounts of dirt have been tracked (or washed etc.) onto the roads from a job site, the builder is responsible to see that it is cleaned up quickly.
- 14.4 Defacing Adjoining Properties or Public Areas
- The builder (General Contractor) is responsible to see that all his direct employees and his sub-contractors and their employees shall not deface adjoining properties or public

areas. This defacement (damage) includes, but is not limited to, damage caused by vehicles and debris.

14.5 Trash and Debris

Trash and debris on building sites shall be kept to a minimum and shall not become a nuisance to adjacent property owners or unsightly to the neighborhood.

14.6 Burning or Fires

Burning or fires in open areas are hereby prohibited without ARC approval. Small-contained fires are allowed, but must be controlled and extinguished when crews leave in the evening. In any case, toxic and noxious building materials including but not limited to: PVC pipe, roofing, shingles, and Styrofoam insulation may not be burned.

14.7 Payment of Contractors Fines

Contractor fines are due within fifteen (15) days of notification to the contractor. In the event that fines against a contractor are deemed uncollectable, the lot owner is responsible for payment.

15 **AMENDMENT**

15.1 The foregoing rules and regulations may be amended at any time by majority vote of the ARC at a duly constituted meeting, subject the requirements of Section 7.05 of the Covenants.

15.2 No prior notices or announcements will be required to amend these rules and regulations other than as provided in of the Covenants.

15.3 Any preliminary or final plan, marked received, shall be subject to the rules and regulations applicable at that time.

16 **SEVERABILITY**

16.1. This document shall not be rendered invalid or unenforceable should any of the provisions of this document or the application or effect thereof be invalid or unenforceable for any reason and to any extent. These provisions, which are not invalid or unenforceable, shall be enforced to the greatest extent permitted by law.

**TABLE A - FINES**

Violation	Fine
Failure to repair damage to the interior of or to the grass adjacent to the road on any lot other than the lot on which you have been approved to work within 15 days of completion of the approved project.	\$200 per damaged lot plus cost to repair any damage. (Repairs will be made by the contractor hired to maintain the Sunset Bay Landscaping; cost will be what he charges.)
No silt fencing on construction site	\$100 initially. After 5 working days, \$30 per day until installed.
No trash container on site at commencement of construction	\$100 initially. After 5 working days, \$30 per day until installed.
No portable toilet on site at commencement of construction.	\$100 initially. After 5 working days, \$30 per day until installed.
Unightly lot or debris not picked up. This included debris and/or damage to adjacent property or public areas	\$100 per occurrence plus cost of cleanup.
Unattended fires	\$100 per occurrence
Obnoxious noises (loud radios, etc.).	\$100 per occurrence
Obnoxious behavior	\$100 per occurrence
Working during non-approved hours. (Approved Hours: Mon to Fri: 7 am to 7 pm, Sat: 8 am to 5 pm, No working Sun or Hol.)	\$100 per occurrence
Incomplete construction after a 12 month period	\$25 per day until completion
Construction is abandoned for more than 90 days	\$20 per day until resumption
Repair or reconstruction is not commenced within 180 days of loss/damage	\$25 per day until commencement of repair of reconstruction
Failure to meet Department of Water Pollution Control's requirements	ARC shall report to the Department of Water Pollution Control any evidence of infraction within 5 days of observation and non-compliance and owner shall be responsible to pay all legal costs and fines levied against OB by the same.
Excess dirt/mud tracked onto roads (applicable if due diligence has not been exercised).	\$50 per occurrence plus cost of clean-up
Start of construction without ARC approval.	\$200 per occurrence plus \$25 per day until unresolved issues are closed and written ARC approval is granted
Violation of Architectural Guidelines or non-compliance with said guidelines by an owner.	Up to \$30 per day for each event of non-compliance or violation
Failure to start repair of damage or destruction to improvement on a lot within 180 days of such damage or destruction; or abandoning repair work for a period of more than 90 days once repair work has started	Up to \$100 per day on lot owner until repair and reconstruction is commenced, unless the owner can prove to the satisfaction of the association that such failure is due to circumstance beyond the owner's control