

**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

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# SUNSET COVE: CONSTRUCTION RULES AND REGULATIONS

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# SUNSET COVE: CONSTRUCTION RULES AND REGULATIONS

## **1.0 Introduction**

These Construction Rules and Regulations (“Rules and Regulations”) have been prepared by Declarant for use by Owner and Owner’s contractor(s) during the process of constructing improvements on a Lot in Sunset Cove after the plans and specifications have been approved by the Architectural Review Board (“ARB”) in accordance with Section 3.0 of the Architectural Guidelines. These Rules and Regulations are intended to be a convenient guide for understanding the construction process and the enforcement measures to ensure that improvements are constructed in compliance with the Architectural Guidelines, Covenants, these Rules and Regulations, and any other guidelines that may be promulgated by the Declarant or the ARB. These Rules and Regulations are a supplement to the Architectural Guidelines, which are incorporated herein by reference, and are meant to minimize any negative impact to Owner during the construction process. All capitalized terms used in these Rules and Regulations, unless specifically defined herein, shall have the meaning ascribed to them in the Architectural Guidelines and the Covenants.

## **2.0 Building Permits**

An Owner or Owner’s contractor may not apply for a building permit from the City of Galveston until the ARB has approved the plans and specifications submitted by an Owner or Owner’s contractor. The plans and specifications stamped “Approved by the Sunset Cove ARB” must be submitted to the City of Galveston in connection with obtaining a building permit. An Owner or Owner’s contractor may not obtain ARB approval and a building permit concurrently.

## **3.0 Construction Management Plan and Proposed Construction Schedule**

A construction management plan and a proposed construction schedule must be submitted with the Application for Final Design Review. The construction schedule shall provide an approximate timeline for commencement and completion of construction, connection to the Galveston County Municipal Utility District No. 30 (the “District”) utilities, completion of landscaping, and an anticipated date for issuance of a certificate of occupancy. The construction management plan shall identify the location of the limits of disruption zone, which is the area in which all construction activity shall take place, the location of the construction entrance and driveway and an on-site construction parking area, equipment storage, temporary structure, portable toilet, dumpsters, material lay-down and staging areas, construction sign, erosion-control measures, and bay- and vegetation-protection measures, if applicable. The ARB shall approve the construction management plan and a proposed construction schedule prior to commencement of construction.

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#### 4.0 Compliance Deposit

The Compliance Deposit, in the amount of \$2,500, posted by the Owner or Owner's contractor at the time the Application for Final Plan Review was submitted to the ARB shall be held by the ARB until Owner's contractor has completed construction of the approved improvements on the Owner's Lot, the Owner has submitted a *Request for ARB Inspection and Compliance Deposit Refund* using the form attached to these Rules and Regulations, and the ARB has issued a *Certificate of Compliance*. Upon completion of inspection and if all improvements are constructed in accordance with the approved plans, the ARB shall refund to the Owner or Owner's contractor (as designated on the Application for Final Plan Review) the Compliance Deposit less any funds expended by the ARB pursuant to the Architectural Guidelines, these Rules and Regulations, or the Covenants.

The ARB may draw upon the Compliance Deposit as necessary to cover, among other items, the cost of repairing damage to property and subdivision improvements caused by Owner or Owner's contractor, or by any of their agents, employees, or subcontractors (including, but not limited to, paved streets, curbing, drainage, utility lines, signage, landscaping, entry features, and irrigation systems); the cost of trash, sand, and dirt removal; routine maintenance of the Lot; the cost of removing, repairing, or completing any work on the Lot not constructed or completed in conformance with approved plans if not performed by Owner or Owner's contractor as required by the Architectural Guidelines or these Rules and Regulations; and to pay fines levied by the Association in accordance with the Covenants. If any part of the Compliance Deposit is applied by the ARB, the Association, or the Declarant pursuant to the Architectural Guidelines or these Rules and Regulations, Owner's contractor shall immediately upon demand deposit with the ARB a sum equal to the amount so applied in order to restore the Compliance Deposit to its original sum. Should the Owner's contractor accrue any fines during construction, the amount of the fine will be deducted from the Compliance Deposit. The Owner's contractor will then be required to replenish the amount deducted from the Compliance Deposit within fifteen (15) days of incurring the fine, or be subject to the conditions of Article VI of the Covenants. The Compliance Deposit amount shall not be a limit of liability for the Owner's contractor and shall exceed, as warranted, to cover any and all direct and associated costs related to the repair for any damage done to any natural or improved area of the subdivision.

#### 5.0 Construction Process

##### 5.01 Preconstruction Meeting

After Owner receives ARB approval of final plans and prior to commencement of construction, the Owner shall contact the ARB [Telephone No. (409) 737-9700] in order to schedule a meeting to take place at the Owner's Lot. The Owner's contractor is required to attend this meeting. The purpose of this meeting is for the ARB to review with the Owner and Owner's contractor the approved plans, construction management plan, construction schedule, these Rules and Regulations, and any other site-related issues (such as avoidance of construction within the Conservation Easement).

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Prior to scheduling a preconstruction meeting, all erosion-control measures shall be installed on the Lot, the contractor sign shall be installed, and the limits of the disruption zone shall be located on the Lot. All building setback lines, easements, and the building footprint shall be staked by a licensed Texas surveyor to ensure that there will be no encroachments of structures.

### 5.02 Inspections During Construction

Upon the installation of pilings, a piling survey shall be provided to the ARB to ensure compliance with lot lines, etc.

**1. Framing Inspection:** Upon completion of core and shell framing, and prior to enclosing exterior walls and roofs, Owner and/or Owner's contractor shall request a framing inspection by the ARB. The ARB will inspect the framing for the purpose of ensuring that the location, overall form, and building height are in compliance with the approved plans and specifications, and that no encroachments of the structure exist into setback areas, easements, rights-of-way, or adjacent Lots. A certified foundation survey will be required at this time. The ARB shall not be held liable for the structural integrity of any structures built upon the Lot.

**2. Final Inspection:** Upon completion of construction in accordance with the approved plans and specifications, including landscaping, the Owner shall request a final inspection by the ARB using the *Request for ARB Inspection and Compliance Deposit Refund* form attached to these Rules and Regulations.

### 5.03 Construction Commencement and Completion

Construction must commence within six (6) months after the date of final approval. If construction has not commenced within this time limit, final approval shall be deemed to have expired unless Owner, prior to such expiration date, has requested and received an extension in writing from the ARB.

All dwellings, including landscaping, must be completed within twelve (12) months from commencement of construction or the time indicated on the Application for Final Plan Review or Application for Modifications Approval, as the case may be. Exceptions may be granted where such completion by the designated date is impossible and when continuation would result in great hardship to the Owner or Owner's contractor due to strikes, fires, or national emergency or natural calamities as deemed by the ARB. If an extension is needed, the Owner or Owner's contractor must submit an extension request in writing, which must include a projected completion date. Failure to complete the project within the deadline established by the ARB may result in either special assessments, self-help measures, or other enforcement rights as set forth in the Covenants.

### 5.04 Contractor's Sign

Owner's contractor's sign, measuring no larger than 2' X 3', shall be installed prior to the start of clearing and grading. The sign shall remain properly installed throughout construction. Owner's contractor shall submit their proposed construction sign with the construction management plans for approval by the ARB prior to installation of the sign on the Lot and the commencement of

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construction. **Subcontractor signs or vendor advertising signs are prohibited.** No other signage, except as provided in the Covenants and approved by the ARB, is permitted on the Lot.

### 5.05 Portable Toilets

A portable toilet will be required for each job site. The portable toilet must be placed behind the Owner's contractor's sign, or if no sign, in the right-of-way to either side of the construction entrance, with the door opening toward the rear of the Lot.

### 5.06 Erosion Control

An erosion-control plan is mandatory for all Lots. The following erosion-control measures shall be followed on all job sites:

1. Wire-reinforced silt fence shall be installed on all four (4) sides to contain debris. A silt-fence gate is allowed for ingress/egress, but otherwise kept closed.
2. All roof drains shall drain into an energy-dissipation system, and then drain in accordance with Sunset Cove's engineered master drainage and grading plans. Concealed or buried cisterns for fresh water collection are encouraged.
3. All underground piping shall be within the Lot boundaries.
4. All drainage shall be routed to avoid damage or erosion onto adjacent Lots. Lots are graded for positive drainage into the street storm sewer system, common areas, or retention ponds. No changes are allowed to the grading of any Lot without a variance granted from the ARB.
5. A stabilized, construction entrance and driveway shall be installed on the Lot. The entrance and driveway shall consist of a minimum depth of six (6) inches of 3- to 4-inch aggregate material. The driveway shall have a minimum width of 10-feet and extend from the street 30-feet into the Lot.

Furthermore, erosion-control measures submitted to the ARB shall be maintained by the contractor during construction. Failure to properly maintain erosion-control measures will result in fines as set forth in these Rules and Regulations. In addition, multiple offenders will reimburse the Association for any costs incurred in bringing erosion-control measures into compliance, as well as for repairing any damage to adjacent Lots due to a lack of maintenance. The ARB and Association reserve the right to inspect and require modifications and/or corrections to existing drainage systems adversely affecting adjacent properties and/or easements.

Information pertaining to silt fencing, as referenced in the above requirements, has been included as *Attachment "A."*

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### 5.07 Grading, Fill, and Lot Elevation

No clay fill shall be allowed for any alteration to a Lot. All sand fill proposed shall be approved for type and activity by the ARB and the Declarant.

No change in the grading or elevation of any Lot shall be allowed. Maximum slab height over the existing grade is one (1) foot.

### 5.08 Natural Area Protection

No construction activity is allowed within the natural areas, described as Open Space Reserves (also known as "Conservation Easements") and Landscape Reserves on the recorded final plat. The Owner or Owner's contractor must install erosion-control silt fencing to protect these areas which, as required, shall be located outside the limits of the disruption zone *or* natural areas.

### 5.09 Site Maintenance

Owner's contractor and subcontractors must maintain the jobsite in a clean and orderly condition.

1. No fires are allowed on construction sites. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, canal, pond, Galveston West Bay, or any other body of water.
2. No materials may be stored or placed in the street, Common Areas, reserve areas, public parking areas, or on adjacent Lots.
3. Only usable construction materials may be stored on a construction site. They must always be neatly stacked.
4. All wrapping and packaging materials, and food containers must be placed in a covered/enclosed trash receptacle to prevent debris from blowing onto adjacent property.
5. Discarded construction materials and debris must be removed daily or contained within a dumpster or solid-walled trash enclosure.
6. Dumpsters, debris bins, and other trash receptacles shall not exceed capacity. Owner's contractor must schedule prompt pick-up for bins and receptacles exceeding 75 percent (75%) of capacity to prevent overflow.
7. Care shall be exercised in the storage of materials and debris. Should it become necessary for the Association to clean a site or have a site cleaned, the cost will be deducted from the Compliance Deposit.

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### **5.10 Construction Equipment and Material Storage**

All construction materials shall be located in an area upon the Lot to minimize the visual impact from adjacent properties, common areas, and roads. Such storage area shall be shown on the construction management plan submitted with the Application for Final Plan Review. No heavy machinery shall be unloaded onto the private streets.

### **5.11 Construction Parking Limitations**

Construction parking on any internal street is limited to trade vehicles and deliveries only. Personal vehicles should be parked on the construction site. Construction trailers are subject to approval by the ARB. Contractors should use discretion in all other areas of the Development, and make an effort to avoid dangerous traffic congestion in areas where multiple homes are under construction.

### **5.12 Right to Enter and Inspect Property for Compliance**

The right of entry and inspection is specifically reserved by the ARB, its agents, and representatives to visit all or any portion of the Owner's Lot for verifying compliance with the requirements of these Rules and Regulations, the Architectural Guidelines, and the Covenants. A representative of the ARB will make periodic inspections during the entire construction period. The Owner will be notified in writing, with a copy to the Owner's architect and/or Owner's contractor, of any items and exceptions noted in the inspection report, and all such items and exceptions must be completed or resolved by the next meeting of the ARB.

### **5.13 Construction Hours**

Owner's contractor shall be allowed to work Monday through Friday from 6 a.m. to 7 p.m., and Saturday from 8 a.m. to 5 p.m. No work shall be performed on Sunday, Christmas Day, Thanksgiving Day, or the 4<sup>th</sup> of July. In addition, no pile driving shall be allowed on Saturday.

### **5.14 Conduct of Workers**

No alcohol or illegal drugs are permitted in the Development. Firearms are prohibited in the Development. No harassing or loud behavior is permitted. Any and all music must remain on-site and played at a volume that does not create a nuisance for the Lot Owners and Occupants, the Declarant and its affiliates, and the HOA. Owner's contractor and their workers shall not travel recklessly or at speeds in excess of posted limits. Owner's contractor and their workers shall not be allowed to travel within the Development unnecessarily, or use the amenities. Any Owner's contractor who is in violation of these Rules and Regulations will be fined in accordance with these Rules and Regulations. Owner's contractor is responsible for the conduct of their workers and for any subcontractor that Owner's contractor employs. Additional violations may result in the Owner's contractor being denied access to the Development.

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### **5.15 Deliveries**

Deliveries may only be made Monday through Saturday from 8 a.m. to 5 p.m. All gravel and earthwork hauling trucks must be fully enclosed or loads must be fully covered with a secured canvas top to prevent spillage and damage.

### **5.16 Fire Protection**

At least one (1) 10-pound, ABC-rated, dry-chemical fire extinguisher shall be present and readily available on a construction site at all times.

### **5.17 Protection of Property**

Construction on a Lot shall be confined to the "limits of disruption zone" designated on the construction management plan. Owner or Owner's contractor shall promptly restore any Common Areas and/or adjacent property damaged during construction to the satisfaction of the ARB and, in every case, within thirty (30) days after such damage occurs.

### **5.18 Roadway Maintenance**

Owner and Owner's contractor and subcontractors shall keep all roads and road rights-of-way within Sunset Cove free and clear of all materials, trash, and mud in connection with construction on a Lot. Mud on roadways, as a result of contractor and subcontractor operations, shall be promptly removed and cleaned from roadways. This is absolutely necessary for proper storm sewer operation and will be strictly enforced.

### **5.19 Water Connections**

Prior to the installation and turn on of permanent residential water service to the Lot, temporary water connections must be available on the Lot at all times during construction. At no time shall water be removed from a home on an adjacent Lot. In the event that water service is not available to the Lot, alternate methods must be approved in writing by the ARB.

### **5.20 Lighting**

All lights shall be turned off for the evening when the last person leaves the construction site.

### **5.21 Revisions and Changes of Approved Plans During Construction**

All revisions and changes to approved plans made during construction shall be submitted in writing to the ARB for approval prior to the implementation of such change. All revised drawings, materials, and color samples must be submitted using the *Request for Approval of Revised Construction Plans* attached to these Rules and Regulations, together with a nonrefundable fee in accordance with the Architectural Guidelines. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Compliance Deposit.

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## 5.22 Termination/Replacement of Contractor

The ARB shall receive written notification of any decisions by the Owner to terminate or replace a contractor during the construction phase. Before commencing with construction, the new contractor shall be approved by the ARB, and post a Compliance Deposit. Once this deposit is received, the ARB will refund the remaining Compliance Deposit, after deducting any fines, to the contractor who was terminated. In addition, the new contractor shall remove the terminated contractor's sign on the Lot, if any, and replace it with a sign bearing the new contractor's information.

## 5.23 Modifications

Any exterior change to an existing structure requires approval from the ARB before commencing with work. All modifications are subject to the Architectural Guidelines and shall be submitted to the ARB for approval as outlined in Article IV of the Covenants. Any modifications to the Landscaping Plan must also be approved by the ARB.

## 6.0 Post-construction Requirements

Upon completion of construction in accordance with the approved plans and specifications, including landscaping, the Owner shall request a final inspection by the ARB using the *Request for ARB Inspection and Compliance Deposit Refund* form attached to these Rules and Regulations. The Owner may not occupy the home until a Certificate of Occupancy (C/O) is issued by the City of Galveston and a *Certificate of Compliance*, in the form attached to these Rules and Regulations, has been issued by the ARB.

## 7.0 Enforcement Provisions

If an Owner or Owner's contractor violates any term or condition of the Architectural Guidelines, these Rules and Regulations, or the Covenants, the ARB through the Association shall have certain enforcement rights, including but not limited to, the following:

**1. Fines and Liens:** Attached to these Rules and Regulations is a sample Schedule of Fines for violations. Any fines levied against an Owner or Owner's contractor shall constitute a lien upon Owner's Lot. The ARB reserves the right to impose fines for any additional violations. Before a fine is levied, a *Compliance Request*, in the form attached to these Rules and Regulations as *Attachment "B,"* will be delivered to the responsible party. If the violation is not corrected within a reasonable and specified amount of time, a *Citation Violation*, also in *Attachment "B,"* will be issued and delivered to the same party by certified mail, return receipt requested. Fines may be disputed with the ARB within thirty (30) days of issuance, after which time they will be deducted from the Compliance Deposit. The Owner or Owner's contractor then has fifteen (15) days to replenish the amount deducted from the Compliance Deposit in accordance with Section 4.0 of these Rules and Regulations, or be subject to the conditions of Article VI of the Covenants.

The fines are the maximum levied for first-time violations. Fines may be doubled for future or repeat violations. Initial fines may be reduced or waived at the discretion of the ARB. Fines are

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per day for continuing violations. If it becomes necessary for the ARB to schedule maintenance and/or repairs on a construction site, the Owner's contractor will also be held responsible for the cost of said actions.

**2. Self-Help:** Upon failure of an Owner to take action within ten (10) days after the ARB's mailing of written notice to do so, the ARB may enter upon a Lot for the purpose of exercising self-help to remove or cure a violating condition, or to complete any construction or modification approved by the ARB which was begun and not completed within the required time period. Any entry for such purposes shall not be deemed a trespass.

**3. Other Rights and Remedies.** The ARB may also bring suit at law or in equity to enjoin any violation or to recover any monetary damages or both.

### 8.0 Schedule of Fines

VIOLATION	FINE
• Jobsite debris on site	\$100.00
• Jobsite debris on adjacent property	\$100.00
• No commercial trash enclosure	\$100.00
• Sand/gravel in road	\$100.00
• Construction entrance and/or driveway not maintained	\$100.00
• Materials in ROW or road	\$100.00
• Construction equipment or material on adjacent lot	\$100.00
• Parking violation	\$100.00
• Unapproved trailer or dumpster	\$100.00
• No portable toilet on site	\$250.00
• Construction sign damaged or missing	\$100.00
• Unauthorized sign	\$100.00
• Unauthorized burning	\$200.00
• General nuisance/misconduct on part of contractor or subcontractors (liability for which is the contractor's)	\$500.00*
• Traveling in excess of posted speed limits	\$100.00
• Erosion into drainage facility	\$500.00
• Silt fencing uninstalled or damaged	\$500.00
• Improper routing of drainage	\$500.00
• Disruption or damage to any natural areas, as defined on the Final Plat as Open Space Reserves and Landscape Reserves	\$2,500.00**
• Failure to complete landscaping within the timeframe	\$200.00

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• Disturbance of an adjacent Lot or Common Areas	Determined by ARB
• <b>Unauthorized revisions/improvements</b>	<b>\$2,500***</b>
• Unauthorized exterior finishes (e.g. paint, stain, roofing materials, or design)	Forfeit Compliance Deposit

\*This fee may be waived by the ARB, and the Contractor's bond or Compliance Deposit may be revoked at the judgment of the ARB and Declarant.

\*\*This is a minimum fine and violations may result in a forfeiture of the Compliance Deposit. A violator may also be assessed the cost to repair the affected natural area, including any attorney's fees associated therewith.

**\*\*\*Additional fines may be imposed for unauthorized revisions or improvements in the discretion of the ARB. If the unauthorized revision is extensive, the ARB reserves the right to retain the entire Compliance Deposit.**

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**SUNSET COVE:**  
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***ATTACHMENT "A":***  
**SILT FENCE**

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## SILT FENCE

### Definition

A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenched. There are two types. The Silt Fence is a temporary linear filter barrier constructed of synthetic filter fabric, posts, and, depending upon the strength of the fabric used, wire fence for support. The Filter Barrier is constructed of stakes and burlap or synthetic filter fabric.

### Purposes

To intercept and detain small amounts of sediment from disturbed areas during construction operations in order to prevent sediment from leaving the site. To decrease the velocity of sheet flows and low-to-moderate level channel floods.

### Conditions When Practice Applies

Below disturbed areas where erosion would occur in the form of sheet and rill erosion.

Where the size of the drainage area is no more than 1/4 acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet, and the maximum gradient behind the barrier is 50 percent (2.1).

In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.

Under no circumstances should silt fences be constructed in live streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs). See Design Criteria for further clarification.

### Planning Considerations

Laboratory work has shown that silt fences can trap a much higher percentage of suspended sediments than can straw bales. Silt fences may be preferable to straw barriers in many cases. While the failure rate of silt fences is lower than that of straw barriers, there have been instances in which silt fences were improperly installed. The installation methods outlined here can improve performance.

Filter barriers are inexpensive structures composed of burlap or standard weight synthetic filter fabric stapled to wooden stakes. Flow rates through burlap filter barriers are slightly slower and filtering efficiency is significantly higher than for straw bale barriers.

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FLOW RATES AND FILTERING EFFICIENCIES OF  
VARIOUS SEDIMENT FILTER MATERIALS

<u>Material</u>	<u>Flow Rate (gal./sq. ft./min.)</u>	<u>Filter Efficiency (%)</u>
Straw	5.6	67
Burlap (10 oz. fabric)	2.4	84
Synthetic Fabric	0.3 (Avg.)	97 (Avg.)

Silt fences composed of a wire support fence and an attached synthetic filter fabric slow the flow rate significantly but have a higher filtering efficiency than burlap. Both woven and non-woven synthetic fabrics are commercially available. The woven fabrics generally display higher strength than the non-woven fabrics. When tested under acid and alkaline water conditions, most of the woven fabrics increase in strength. There is a variety of reactions among the non-woven fabrics. The same is true of testing under extensive ultraviolet radiation. Permeability rates vary regardless of fabric type. While all of the fabrics demonstrate very high filtering efficiencies for sandy sediments, there is considerable variation among both woven and non-woven fabrics when filtering the finer silt and clay particles. Therefore, it is recommended that woven fabrics be used exclusively and non-woven fabric should not be considered.

**Design Criteria**

No formal design is required.

Filter barriers shall have an expected usable life of 3 months. They are applicable in ditch lines, around drop inlets, and at temporary locations where continuous construction changes the earth contour and runoff characteristics and where low or moderate flows (not exceeding 1 cfs) are expected.

Silt fences, because they have a much lower permeability than burlap filter barriers, have their applicability limited to situations in which only sheet or overland flows are expected. They normally cannot filter the volumes of water generated by channel flows, and many of the fabrics do not have sufficient structural strength to support the weight of water ponded behind the fence line. Their expected usable life is 6 months.

**Plans and Specifications**

Plans for constructing and installing the silt fence shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve the intended purpose.

Specifications for installing the silt fence shall use or be in conformance with the following. Any variation from these specifications shall be approved by an engineer.

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## 1 Materials

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

<u>PHYSICAL PROPERTY</u>	<u>REQUIREMENTS</u>
Filtering Efficiency	75% (minimum)
Tensile Strength at 20% (max.) Elongation	Extra Strength- 50 lbs./lin. in. (minimum) Standard Strength- 30 lbs./lin. in. (minimum)
Flow Rate	0.3 gal./sq. ft./min. (minimum)

Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life.

Burlap shall be 10 ounces per square yard fabric.

Posts for silt fences shall be either 4-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.

Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.

Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

## 2. Filter Barrier

This sediment barrier may be constructed using burlap or standard strength synthetic filter fabric. It is designed for low or moderate flows not exceeding 1 cfs.

The height of a filter barrier shall be a minimum of 15 inches and shall not exceed 18 inches.

Burlap or standard strength synthetic filter fabric shall be purchased in a continuous roll and cut to the length of the barrier to avoid the use of joints.

The stakes shall be spaced a maximum of 3 feet apart at the barrier location and driven securely into the ground (minimum of 8 inches).

A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of stakes and upslope from the barrier.

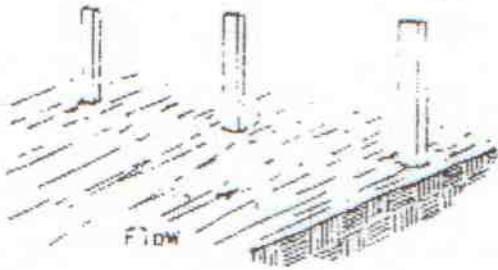
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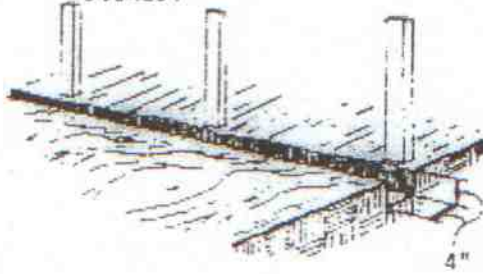
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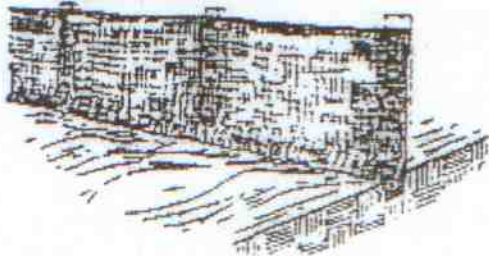
1. Set the stakes.



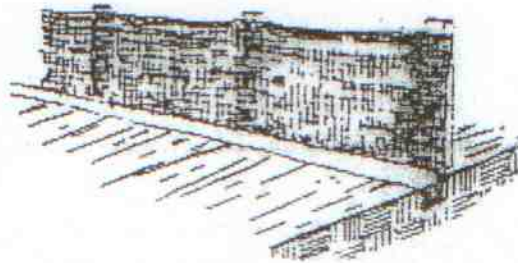
2. Excavate a 4"x4" trench upslope along the line of stakes.



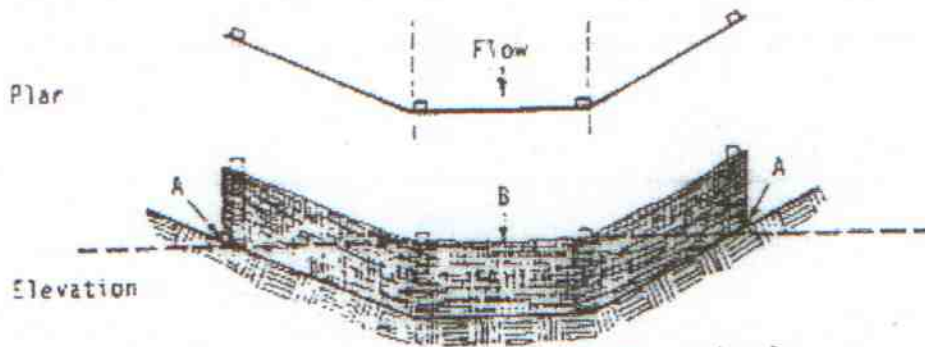
3. Staple filter material to stakes and extend it into the trench.



4. Backfill and compact the excavated soil.



### CONSTRUCTION OF A FILTER BARRIER



Points A should be higher than point B  
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY

OWNER(S)

CONTRACTOR

ARB

The filter material shall be stapled to the wooden stakes, and 8 inches of the fabric shall be extended into the trench. Heavy duty wire staples at least 1/2-inch long shall be used. Filter material shall not be stapled to existing trees.

The trench shall be backfilled and the soil compacted over the filter material.

If a filter barrier is to be constructed across a ditch line or swale, the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.

Filter barriers shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

### 3. Silt Fence

This sediment barrier utilizes standard strength or extra strength synthetic filter fabrics. It is designed for situations in which only sheet or overland flows are expected.

The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.

Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet.

A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of posts and upslope from the barrier.

When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.

The standard strength filter fabric shall be stapled or wired to the fence, and 8 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface.

When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such cases the filter fabric is stapled or wired directly to the posts.

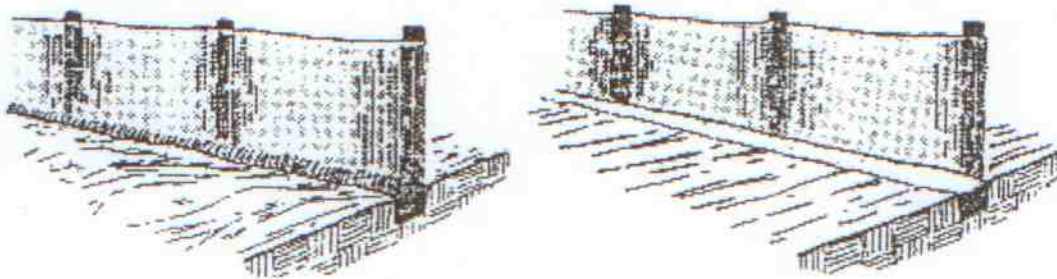
\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

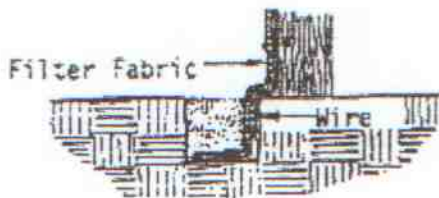
\_\_\_\_\_  
ARB

1. Set posts and excavate a 4"x4" trench upslope along the line of posts.
2. Staple wire fencing to the posts.
3. Attach the filter fabric to the wire fence and extend it into the trench.
4. Backfill and compact the excavated soil.

#### CONSTRUCTION OF A SILT FENCE



Extension of fabric and  
wire into the trench.



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The trench shall be backfilled and the soil compacted over the filter fabric.

Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

4. Maintenance

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
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**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

***ATTACHMENT "B":***  
**ARB FORMS**

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

**REQUEST FOR ARB INSPECTION AND  
COMPLIANCE DEPOSIT REFUND**

Date Prepared: \_\_\_\_\_ Date Received: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Home Site Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Requested Date for Inspection: \_\_\_\_\_

**I CERTIFY THAT CONSTRUCTION AND LANDSCAPING HAS BEEN COMPLETED IN CONFORMANCE WITH PLANS APPROVED BY THE ARB AND THAT ALL WORK CONFORMS TO STATE, COUNTY, AND LOCAL CODES, AND MEETS ALL REQUIREMENTS OF THE ARCHITECTURAL GUIDELINES AND COVENANTS.**

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

\_\_\_\_\_  
Contractor Date: \_\_\_\_\_

**ARB USE ONLY**

Compliance Deposit Returned to: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Compliance Deposit Withheld in the Amount of: \$ \_\_\_\_\_

**Reason for Withholding Compliance Deposit and Additional Comments:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
ARB Representative Date: \_\_\_\_\_

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

**CERTIFICATE OF COMPLIANCE**

This certifies that the Residence located at

\_\_\_\_\_, Block \_\_\_\_\_, Lot \_\_\_\_\_

has been constructed in accordance with the Approved Final Plans,  
as verified by:

\_\_\_\_\_  
*ARB Representative*

and is in compliance with the Sunset Cove Architectural Controls and the  
Covenants, as verified by the Architectural Review Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Owner(s)*

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*ARB Chairperson*

OWNER(S)

CONTRACTOR

ARB

**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

SUNSET COVE GALVESTON HOMEOWNERS ASSOCIATION, INC.  
SUNSET COVE ARCHITECTURAL REVIEW BOARD

**COMPLIANCE REQUEST FORM**

TO WHOM IT MAY CONCERN:

The following listed deficiencies were noted at your property. You are hereby requested to correct these listed deficiencies within thirty (30) days of the receipt of this notice. If at the end of the listed period of time these corrections have not been made, a Citation Violation will be issued, based on noncompliance.

Name of Property Owner(s): \_\_\_\_\_

Name of Contractor or Builder (if applicable): \_\_\_\_\_

Home Site Address: \_\_\_\_\_

Block \_\_\_\_\_ Lot \_\_\_\_\_

Nature of Deficiency or Noncompliance Issue:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedies and/or Actions To Be Taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ARB Representative

\_\_\_\_\_  
Date

Citation No. \_\_\_\_\_

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB





**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

SUNSET COVE GALVESTON HOMEOWNERS ASSOCIATION, INC.  
ARCHITECTURAL REVIEW BOARD

**REQUEST FOR APPROVAL OF**  
**REVISED CONSTRUCTION PLANS**

DATE: \_\_\_\_\_ LOT/BLOCK: \_\_\_\_\_

PROPERTY OWNER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**DESCRIBE THE PROPOSED CHANGE(S) TO THE APPROVED PLANS (ATTACH ADDITIONAL SHEETS AS NECESSARY TO BACK OF FORM):**

Will this change delay the completion date of the improvements (yes/no)? \_\_\_\_\_

If yes, what is the revised estimated date of completion? \_\_\_\_\_

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Contractor Date

***Note: Any items that were submitted for final approval that may be revised or added as a result of this change must be submitted together with the applicable fee prior to receiving approval.***

OWNER(S) \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ARB \_\_\_\_\_

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**APPLICATION FEES (Refer to 11.0 Schedule of ARB Fees of the Architectural Controls)**  
Make all checks payable to: SUNSET COVE GALVESTON HOMEOWNERS ASSOCIATION, INC.

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**REVIEW FEE:**

Amount Paid:        \$ \_\_\_\_\_

Date Received:     \_\_\_\_\_

Received By:        \_\_\_\_\_

Check No.            \_\_\_\_\_

Paid by  
(Owner or Contractor): \_\_\_\_\_

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

**\*\*SUNSET COVE ARCHITECTURAL REVIEW BOARD ONLY\*\***

OWNER(S): \_\_\_\_\_

BLOCK/LOT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

The ARB reviewed the Request for Approval of Revised Construction Plans, and rendered the following decision:

**(Check One)**

APPROVED: \_\_\_\_\_

APPROVED WITH LIMITED CONDITIONS (Attached): \_\_\_\_\_

DENIED: \_\_\_\_\_

**COMMENTS (Recommendations):**

**LIMITING CONDITIONS (Binding Provisions):**

DATED: \_\_\_\_\_

\_\_\_\_\_  
ARB Representative

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB