

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
APPLICABLE TO A SUBDIVISION

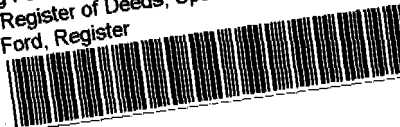
KNOWN AS

TIMMS CREEK SUBDIVISION, PHASE 1,

PLAT BOOK 154 , PAGE 750

[09/09/03]

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THIS DECLARATION made on the date hereinafter set forth by **TIMM CREEK, LLC**, a South Carolina limited liability company, hereinafter referred to as "**Declarant**."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Spartanburg, State of South Carolina, as is more particularly described as: 61.24 Acres acres, more or less, as more fully shown and described on plat of survey entitled "Montgamery Lake At Timm Creek Phase I prepared by Souther Land Surveying dated 9/5/03", a copy of which plat is recorded in Plat Book 154 at Page 750 in the Land Records of Spartanburg County, South Carolina, and reference to which Plat is hereby craved for a complete-metes and bounds description (hereinafter "Real Property");

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "**Association**" shall mean and refer to **Timm Creek Property Owner's Association, Inc.**, a South Carolina non-profit corporation, its successors and assigns.

Section 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding the developer and builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 3. "**Property**" and "**Properties**" shall mean and refer to that certain Real Property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "**Lot**" shall mean and refer to any numbered plot of land shown on the Plat.

Section 5. "**Declarant**" shall mean and refer to **Timm Creek, LLC**, a South Carolina limited liability company, its successors and assigns.

Section 6. "**Builder**" shall mean and refer to any builder licensed by and in good standing with Declarant, its successors and assign.

Section 7. "**Approved Builder**" shall mean and refer to those builders which have been selected by Declarant to construct homes for sale in the Subdivision.

Section 8. "**Common Area**" shall mean and refer to all Real Property shown and designated on the Plat as "Common Area" for the Subdivision, including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be owned by the Association for the common use and benefit of the Owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Areas, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 9. "**Subdivision**" shall mean and refer to the Real Property described on the Plat.

Section 10. "**Landscape Guidelines**" shall mean those requirements, incorporated here by reference, that have been accepted by the Declarant for incorporation into the Subdivision.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall be a member of the Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance and lighting of entrances, Common Areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expense.

(b) The right of the Association and Declarant to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or authority for such purposes and

subject to such conditions as may be agreed to by the Members. No such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and has been recorded;

(d) The right of the Association, in accordance with the Articles of Incorporation and Bylaws, to impose regulations for the use and enjoyment of the Common Area and Improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by two-thirds (2/3) of each class of members; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of Improvements onto portions of the Common Areas or any other purpose or reason.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant and an Approved Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and any Approved Builder who owns a Lot within the Subdivision which shall be entitled to three (3) votes for each Lot owned by Declarant and Approved Builder, respectively. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and no Additional Property (as defined in the Declaration of Covenants, Conditions and Restrictions for Timm Creek Subdivision - Phase 1) remains which may be made subject to the terms of the Declaration;

- (ii) the expiration of ten (10) full years after the recordation of the Declaration of Covenants, Conditions and Restrictions for Timm Creek Subdivision - Phase 1; or,
- (iii) when Declarant and any Approved Builder elect by notice to Association in writing to convert their Class B membership to Class A membership.

Section 3. Leases of Lots. Any lease agreement between an Owner and a lessee for the Lease of such Owner's residence on its Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease his Lot.

Section 4. Declarant's Covenant to Convey Title to Common Area. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to its property designated herein as Common Area to the Association at such time as it conveys the first Lot to some person other than Declarant. The Common Area shall be free from any monetary liens but subject to easements of record, including any easements established by this Declaration. Similarly, Declarant will convey to the Association such additional Common Area as is annexed in the future, immediately following its annexation pursuant to this Declaration. The Association shall accept the conveyance of all such Common Area pursuant to this Section.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Timm Creek Subdivision - Phase 1 and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area, if any; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architecture Review Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived there from shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his

divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 500.00 per Lot and paid on a calendar year basis unless changed by the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors not more than five (5%) percent above the maximum assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent only by a vote of two-thirds (2/3) of each class of Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots as of January 1, 2004. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate often (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the assessment.

Section 9. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes and/or assessments and/or penalties due the governmental authority by the total number of Lots in the Subdivision. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner. This Section shall not become applicable until Class B membership ceases to exist.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee which will be comprised of at least three (3) members.

Section 1. Plan of Design Approval. All residences, outbuildings, and other structures initially constructed within the Subdivision by an Approved Builder (collectively, "Initial Improvements") shall be built in accordance with plans and specifications which have been previously approved by Declarant. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements constructed by Approved Builder. Other than the Initial Improvements constructed by Approved Builder, no building, fence, wall, porch, deck, or any other structure or improvement (collectively, "Improvements"), including, without limitation, the alteration or painting of the exterior surface of any Improvement, shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Architecture Review Committee. No subsequent alteration or modification of any Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architecture Review Committee in accordance with the provisions of this Declaration.

Section 2. Architecture Review Committee. Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee, the exact number of members of the Architecture Review Committee being designated by Declarant from time to time. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the Architecture Review Committee, Declarant, for so long as it has the authority to appoint the members of the Architecture Review Committee, and thereafter the Board, shall have full authority to designate and appoint a successor. Members of the Architecture Review Committee may be removed and replaced at any time with or without cause, and without prior notice, by Declarant, for so long as Declarant has the right to appoint the members thereof, and thereafter by the Board. Subsequent to the expiration of Class B membership (and earlier if Declarant specifically assigns this right to the Board), the Board shall designate the number of and appoint the members of the Architecture Review Committee on an annual basis. At any time, Declarant may elect not to designate the number of and/or appoint the members of the Architecture Review Committee and may assign this right to the Board.

Section 3. Procedure. No building, fence, wall, or other structure shall be

commenced, erected, or maintained upon any Lot or Common Areas, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architecture Review Committee.

Section 4. Rejection of Plans and Specifications. The Architecture Review Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed in the Subdivision.

Section 5. Submittal of Plans to Architecture Review Committee. Prior to the commencement of any construction, each Owner shall submit to the Architecture Review Committee, in duplicate, plans and drawings, in a one eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction; and,
- (g) a statement of the estimated completion dates of all construction and improvements.

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architecture Review Committee of Timm Creek Subdivision - Phase 1 at the following address: 324 East St. John St. Spartanburg, SC 29302. One complete set shall be retained by the Architecture Review Committee and the second complete set shall be returned to the applicant, with the Architecture Review Committee's approval or disapproval clearly noted thereon.

Section 6. Effect of Failure to Approve or Disapprove. In the event the Architecture Review Committee, or its designated committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "Building" or "Improvements" shall be deemed to include the

erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

Section 7. Hardships. The Architecture Review Committee is authorized to modify or amend, during or before the construction or alteration of any Improvement, the Articles of these restrictions concerning set-back and location and size of Improvements for any particular Lot if, in the reasonable opinion of the Architecture Review Committee, such shall be necessary to prevent undue hardship.

Section 8. Construction by Approved Builder. All construction, including fences, by any Owner, shall be performed by An Approved Builder and must be of materials and workmanship comparable to others in the Subdivision.

Section 9. Commencement of Construction. Once construction is commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 10. Completion of Construction. The construction of all Improvements shall be completed within nine (9) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a clear and uncluttered condition.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Association at Owner's expense. This includes damage to curbs and or sidewalks or any other common area.

Section 11. Enforcement. In addition to the Declarant's and the Association's rights to enforce the provisions of this Declaration as set forth hereinafter, the Architecture Review Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. In the event that the Architecture Review Committee, Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article, the Architecture Review Committee, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and

expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot.

Section 12. Reservation of Rights by Declarant. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth in this Declaration to any assignee at Declarant's sole discretion.

Section 13. Exculpation. Neither Declarant, any Approved Builder nor any member of the Architecture Review Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architecture Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architecture Review Committee. FURTHER, NEITHER DECLARANT, ANY APPROVED BUILDER NOR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURE REVIEW COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURE REVIEW COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, APPROVED BUILDER, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 14. Maintenance of Lot. It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on a Lot, or to permit accumulations which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel harrows and children's toys as would create a nuisance for the community. Also included are the Requirements for maintenance in the Landscaping Guidelines. All Improvements on the lot shall be kept within reasonable neighborhood standards as determined by the Architecture Review Committee. In the event the requirements of this section are not adhered to, the Association shall send written notice

via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion, hire contractors or personnel to correct said violation and bill the Homeowner for all costs incurred. The amounts owed shall, if not paid, become a lien on the Lot as specified herein.

Section 15. Square Footage. No residence shall be constructed containing less than 1700 square feet; exclusive of porches, garages, and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (½) credit shall be given. Exceptions to this limitation may be granted by the Architecture Review Committee if in the reasonable opinion of the Committee the proposed residence would be in keeping with the overall concept of the Subdivision.

Section 16. Construction Standards. No temporary buildings, sheds, trailers or similar structures shall be permitted on a Lot except those incident to construction. All such temporary structures shall be removed within thirty (30) days following initial occupancy of any approved building. All construction shall be substantially completed prior to the occupancy of any portion of any improvement, and all construction shall be completed within thirty (30) days following initial occupancy. During construction, all vehicles involved in such construction, including those delivering materials and supplies, shall enter the Lot and shall not be parked on the street or upon any portion of the Development other than the Lot where the construction is proceeding. Once construction is in process, each Lot shall be kept free from refuse, hazards and nuisances by the Owner exercising reasonable diligence. Each Owner shall be responsible for the payment of all services and materials provided in connection with its use and construction on its Lot and immediately shall cause to be removed of record any lien or claim of lien filed against the another Owner's Lot related to such use and construction.

Section 17. Front Facade. The Front façade of the residence must be constructed of Brick, Stone, all wood Siding, or other material approved in writing by the Architectural Review Committee. The Façade must be predominantly non Vinyl Siding, or Vinyl Based Materials.

Section 18. Concrete Block. Standard Concrete blocks shall not be exposed under any conditions; if used for foundation or any wall, it shall be stuccoed or brick veneered.

ARTICLE V

USES PERMITTED AND PROHIBITED

Section 1. All Lots in the Subdivision shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at

any time, except with the written approval of the Association; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

Section 2. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architecture Review Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home or mobile home shall be placed on any Lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous at the rear of the Lot, if accessible, and if not accessible, must be subject to Architecture Review Committee approval.

Section 3. No obnoxious or offensive activity shall be permitted anywhere on a Lot or Common Areas nor shall anything be done which may become an annoyance, nuisance, or menace to the Subdivision. No Lot or any part thereof shall be used for any business, commercial, or public purpose.

Section 4. No animals shall be kept, maintained, or quartered on any Lot or tract in the Subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

Section 5. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Architecture Review Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored within the Subdivision. No passenger vehicles without current registration and license tags will be allowed in the Subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park in designated parking areas on their Lot. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed in the Subdivision at any time. The Association may also direct vehicle owners to park outside the confines of the Subdivision during the construction phase of any structure or landscaping.

Section 7. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each unit, the common area and the limited common areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours and with reasonable notice.

ARTICLE VI

EASEMENTS

Section 1. Easements Along Lot Lines. In addition to other easements as are shown on the Plat, a five foot easement is reserved over and across each side of all side and rear lot lines, and a ten foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two Lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated Lot.

Section 2. Reservation of Right to Grant Utility Easements. Declarant specifically reserves the right to grant specific easements to any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the Plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over all streets and easements.

Section 3. Access Easement. Easements for access to the Subdivision are reserved as indicated on the Plat and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the area designated as a "Court," "Drive," "Road" or "Street" on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision to US Highway 222. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision. Declarant specifically reserves the right to dedicate or convey any street, road or driveway to any governmental entity at any time following the date hereof without the consent or approval of any Owner or the Association.

ARTICLE VII

**SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS
AND OF BUILDING PLOTS**

Section 1. Setbacks No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the Plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architecture Review Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 3. Detached Buildings Detached buildings, approved as provided in this Declaration shall be of the same exterior material as the house on the Lot and of a size no greater than 12' x 12' and be placed no nearer to any Lot line than the distance determined by applicable building codes. **LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURE REVIEW COMMITTEE.**

Section 4. Barriers and Obstructions No wall, fence, or hedge shall be erected between the street and the front corner of the main body of house on any Lot. Subject to approval by the Architecture Review Committee, wood fences with a maximum height of six (6') feet are required on the line facing the street and can be placed no closer to the street than the middle of the house on any Lot. No Chain link fences shall be allowed. Fences must be installed by a fence contractor and all work shall be installed in a neat, plumb and workmanlike manner. All fence posts will be set in concrete, Sakrete or equal material is approved for this purpose.

Section 5. Driveways The total area of all driveways shall be concrete paved. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. No Subdivision of Any Lot No Lot shall be recut so as to face in any direction other than is shown on the Plat nor shall it be recut so as to make any building site smaller than is provided for on the Plat.

Section 7. Above Ground Pools No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 9. Signage So long as Class B membership exists, Declarant reserves the right to place additional signs as needed within the Subdivision.

Section 10. Roof Pitches Roof pitches shall be at least 8/12 unless approval is given by the Architecture Review Committee for a lower pitch on a specific set of plans.

Section 11. Garages No residence shall be constructed without having at least a

two-car garage which will be maintained permanently as a functional garage.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws of the Association. In the event that the Declarant, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, Association and any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the Subdivision to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association attached as Exhibit A, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded. As long as Declarant or any Approved Builder owns any Lot in the Subdivision, no amendment shall be effective as against the Declarant or Approved Builder without the written consent of

Declarant or Approved Builder, which consent shall not be unreasonably withheld or delayed.

Section 5. Annexation. At any time within five (5) years following the date of incorporation of the Association, the Declarant may unilaterally annex additional properties to the Property herein described for the purpose of subjecting the annexed property to the provisions of this Declaration and the jurisdiction of the Association. Additional properties so annexed shall be merged with the Property herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-laws of the Association. All properties annexed shall be contiguous (i) to the Property herein described or (ii) to property previously annexed. Such annexation shall be accomplished by recording a supplemental Declaration annexing such property in the Register of Deeds Office for Spartanburg County, South Carolina. Such supplemental Declaration shall not require the consent of the Association or any Owner, but shall require the consent of the owner of the annexed property, if other than the Declarant. Said annexation shall be effective upon the filing of the supplemental Declaration unless otherwise provided therein. The Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an option to annex property pursuant to this Article, without the prior notice or consent of the Association or any Owner, for the purpose of removing certain portions of the property subject to this Declaration then owned by Declarant, or one of its affiliates from the provisions of this Declaration.

- 22) Each Owner shall, at his own expense, carry adequate Hazard and homeowners insurance policies insuring the residence and improvements on his lot. In the event any improvements are damaged or destroyed, the owner thereof shall begin repair or reconstruction of the improvement which shall be completed in a reasonable time. In the event the improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition and if he fails to do so, the developer may cause the debris to be removed, and the cost of removal shall constitute a lien upon the property until paid by the Owner.

ARTICLE IX

MISCELLANEOUS

Section 1. Signage. No signs shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot, providing such sign is approved by the Architecture Review Committee.

Section 2. Mailboxes. All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Mailboxes shall be maintained in

good state of repair by Owners at all times.

Section 3. Tree Removal. The removal of any trees in excess of six (6") inches in diameter at a height of three (3') feet above ground level shall require prior approval of the Architecture Review Committee. No trees may be removed from any Lot until final building plans have been approved by the Architecture Review Committee.

Section 4. Notice of Conveyance. The Owner of each Lot shall cause written notice to be delivered to the Association upon the conveyance of any Lot by him, advising the Association of the conveyance.

Section 5. Antenna and the Like. No satellite or television dish or radio antenna shall be constructed or placed on any Lot except where type, size, screening, and location have been approved by the Architecture Review Committee.

Section 6. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the By-Laws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and successor and duly recorded in the public records of Spartanburg County, South Carolina. Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the Declarant and Approved Builders to maintain and carry on upon portions of the common area such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the By-Laws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any owner other than the owner(s) of the lots in which the boundaries are altered, including revisions that change the location and configuration of the private roadways, boat docks, boat slips, recreational parking facilities and utilities that serve the subdivision.

So long as Declarant owns property within the development, Declarant may, without the express written consent of any owner, the Board, the Association or the Architecture Review Committee, include in any contract or deed hereafter executed covering all of any portion of the development, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the development. Further, the Declarant may make any amendment necessary to the Declaration to comply with the guidelines established by, or the requirements of, any governmental authority, title insurer or institutional lender without, the express written consent of any owner, the Board, the Association or the Architecture Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 9th day of September, 2003.

WITNESSES:

[Signature]
[Signature]

Timm Creek, LLC

BY: [Signature]
Print Name: Arnold J Ramsey
Title: Member

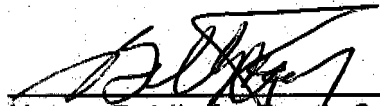
BY: [Signature]
Print Name: Arthur M. Erwin, Jr.
Title: Member

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions, and that (s)he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 9th day of September, 2004.



Notary Public for South Carolina

My commission expires: 7-24-07

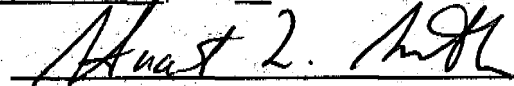


EXHIBIT A**BYLAWS OF TIMM CREEK PROPERTY OWNER'S ASSOCIATION, INC.****ARTICLE I**
NAME AND LOCATION

Section 1.1 Name. The name of the corporation is **Timm Creek Property Owner's Association, Inc.** hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Association shall be located in Spartanburg County, South Carolina.

Section 1.3 Registered Agent. The registered agent for the Association shall be the Secretary as from time to time elected, unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in Spartanburg County, South Carolina and may be, but need not be, identical with the principal office.

Section 1.4 Purpose. The purpose for which the Association is organized is to further social activities of Owners of Lots in Timm Creek Subdivision - Phase 1 Subdivision located in Spartanburg County, South Carolina, and in connection therewith to provide services to such property Owners, manage and maintain the Common Area and administer and enforce all covenants and restrictions dealing with the Property and any other purposes allowed by law.

ARTICLE 2
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Timm Creek Subdivision - Phase 1 executed by Timm Creek, LLC, and duly recorded in the Land Records for Spartanburg County, South Carolina as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.1 Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to the Declarant, any Approved Builder and Owners of Lots in the Subdivision.

Section 3.2 Annual Meeting. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one year from the date of

incorporation of the Association or during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members shall be held on the day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. or on such other date at time as determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes appurtenant to the Lots.

Section 3.4 Place of Meetings. All meetings of the Members shall be held at such place, within Spartanburg County, South Carolina as shall be determined by the Board of Directors of the Association.

Section 3.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice by first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 Membership List. An alphabetical list of the names of all Members who are entitled to vote and their addresses shall be prepared by the Secretary and shall be available for inspection by any Member beginning on the next business day after notice of any meeting is given and continuing through the meeting, at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. This list shall also be available at the meeting for inspection by any Member.

Section 3.7 Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

- (a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.
- (b) **Class B Lots.** Class B Lots shall be all Lots owned by Declarant or

by an Approved Builder which have not been conveyed to purchasers who are not affiliated with an Approved Builder or Declarant. Declarant and an Approved Builder shall be entitled to three (3) votes for each Class B Lot which each party owns.

Section 3.8 Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and no Additional Property (as defined in the Declaration of Covenants, Conditions and Restrictions for Timm Creek Subdivision - Phase 1) remains which may be made subject to the terms of the Declaration;
- (ii) the expiration of ten (10) full years after the recordation of the Declaration of Covenants, Conditions and Restrictions for Timm Creek Subdivision - Phase 1;
- (iii) when Declarant and any Approved Builder elect by notice to Association in writing to convert their Class B membership to Class A membership.

Section 3.9 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing dated within eleven months prior to the Meeting and filed with the Secretary. Every proxy shall be revocable by (i) appearing at the Meeting and voting in person, (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting, or (iii) conveyance by the Member of his Lot.

Section 3.11 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds ($\frac{2}{3}$) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.12 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if : (i) a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by the South Carolina Code of Laws, 1976, as amended.

ARTICLE 4 **BOARD OF DIRECTORS**

Section 4.1 Number. The business and affairs of the Association shall initially be managed by a Board of three directors, who will be appointed by Declarant during and for so long as there is a Class B membership. At the first annual meeting of the Members following termination of the Class B membership, a Board of five directors shall be elected as described in Section 4.3.

Section 4.2 Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve for one year terms at the election of the Declarant or until such time as the Class B membership terminates and their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors are as follows:

Name _____

Gary F Ownbey

Arnold J. Ramsey

James B. Rogers

Section 4.3 Nomination. Following the expiration of the Class B membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.4 Election. Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 Term of Office. The term of all successor directors elected by the Members shall expire at the next annual meeting of Members; provided, however, the directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity, or death.

Section 4.6 Removal. After the Class B Membership shall cease, any Director may be removed from the Board of Directors, with or without cause, by a two-thirds (2/3) vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board of Directors. Until such time as the Class B shall cease, Board members shall serve at the leisure of Declarant and can be removed with or without cause by Declarant.

Section 4.7 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.8 Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors shall set the salaries of all employees and agents of the Association, if any.

ARTICLE 5

MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board of Directors see fit, but no less often than annually,

on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 5.3 Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

Section 5.4 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5 Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5.6 Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board of Directors meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.7 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any

contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including but not limited to the recreational facilities and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the recreational facilities, or other Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Subdivision;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(i) do anything necessary or desirable, including, but not limited to,

establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(j) to enforce the provisions of the Declaration and any additional or supplementary declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(k) to levy assessments as more particularly set forth in the Declaration.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Fix the amount of the assessments as more particularly described in the Declaration;

(2) Send written notice of each assessment to every Owner subject thereto before its due date; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas to be maintained.

ARTICLE 7

OFFICERS AND THEIR DUTIES

Section 7.1 Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. Each officer of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5 Resignation, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.7 Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.8 Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE 8
COMMITTEES

Section 8.1 Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions specified by these Bylaws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the

Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

All proceedings and action taken by such committee shall be reported to the Board of Directors at the regular meeting of the Board of Directors or special meeting called for such purpose next following such proceedings or action.

Section 8.2 Nominating Committee. The Association shall appoint a Nominating Committee, as provided in these Bylaws.

Section 8.3 Other Committees. The Board of Directors may create such other committees as the Board of Directors may from time to time appoint.

Section 8.4 Compensation. Members of committees, as such, shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation therefor.

ARTICLE 9 **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10 **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual assessments and special assessments, as defined in the Declaration. Any assessments (including but not limited to special individual assessments) which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest from such due date at the rate of ten percent (10%) per annum or the highest rate then permitted by law, whichever is less, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Member personally obligated to pay the same. The late charges, costs of collection and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Subdivision.

ARTICLE 11
CORPORATE SEAL

The Association shall have a seal in circular form.

ARTICLE 12
AMENDMENTS

Section 12.1 These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Notwithstanding anything in this Section 12.1 to the contrary, the Class B Members may at their option amend these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws to comply with the requirements of the FHA, VA, Federal National Mortgage Association or similar agency.

Section 12.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 13
MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December of the year of incorporation.

ARTICLE 14
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of

the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 14 or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

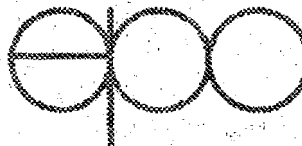
EXHIBIT A



Landscape Guidelines

These Landscape Guidelines are the Property of Timm Creek LLC., its successors and assigns, and may not be copied or reproduced without the written permission of a duly authorized representative of Timm Creek LLC.

Prepared By:



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MIXED USE / PLANNED DEVELOPMENT

DEVELOPED BY
TIMM CREEK LLC.
SPARTANBURG, SOUTH CAROLINA

Landscape Guidelines

TIMM CREEK COMMUNITY
SPARTANBURG COUNTY
SOUTH CAROLINA

LANDSCAPE GUIDELINES

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I. INTRODUCTION

Timm Creek is a planned mix use community of approximately 190 acres on Highway 221 in Spartanburg County, South Carolina, immediately across Highway 221 from the New Dorman High School campus. The Timm Creek, LCC, its successors and assigns, coordinates the development of Timm Creek.

The **community** will be planned, engineered, and constructed to transform the project into a vibrant, healthy, neighborhood by balancing the public and private areas that work together to create an enhanced quality of life. The neighborhood will provide commercial areas that are safe, pleasant, and convenient; residential areas that include the integration of lakefront and nature trail lighted walking paths, activity areas, athletic areas, and leisure areas for the residents, these spaces will complement each other to create a "Small Town" atmosphere.

The **commercial area**, located on the Highway 221 frontage, will be integrated into this planned community for convenience of this area's residents, while providing a safe environment and pleasant atmosphere for all customers visiting the businesses located in the center. Target businesses will supply the "necessities of modern living" to the local area.

Retailers will be those that have the reputation of being the best in their field to promote the uncompromising quality of the commercial portion of the development.





The Spartanburg County Unified Land Management Ordinance and the Timm Creek Declaration of Covenants, Conditions and Restrictions are requirements of the Design Review Process in addition to these guidelines related in this document.

II. DEFINITIONS

“Applicant”:

Individual lot purchasers within the Timm Creek Community or their designated representatives.

“Architect”:

Any person holding a valid and effective license to practice Architecture in the State of South Carolina.

“Architectural Review Committee”(ARC):

The Committee as described in the Declaration which shall be responsible for reviewing and approving all development activities by individual lot owners within the Timm Creek Community in compliance with the provisions of the Declaration and the Landscape Guidelines.

“Building”:

A structure permanently affixed to the land with one (1) or more floors and a roof supported by columns or walls, used or intended to be used for shelter or enclosure of persons, animals and/or property.

“Common Area”:

All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in and for the common use and enjoyment of the owners.

“Corner Lot”:

Any lot at the junction of and abutting on two (2) or more intersecting streets, where the angle of intersection is not more than 135 degrees.

“County Development Standards” Spartanburg County Unified Land Management Ordinance

Applicable development regulations and standards, and amendments thereto, in Spartanburg County, South Carolina, according to the county in which the parcel lies.

“Declaration”:

The Declaration of Covenants, Conditions and Restrictions for the Timm Creek Community Properties.

“Development”:

Any man-made change to improved or unimproved real estate, not including silvicultural practices.

“Front of Lot”:

The front of a lot will be considered to be that side of the lot, which fronts on a street. In case a corner lot has equal frontage on two or more streets, the lot will be considered to front on that street on which the greatest number of buildings will be erected.

“Front Yard”:

That portion of a lot extending across the front of the lot, between the side lot lines and being the minimum horizontal distance between the street right-of-way and the front of the building or structure.

“Height of Building”:

The vertical distance measured from finished grade or the FEMA base flood elevation, whichever is higher. Height will be measured to the main roof ridge or parapet and will not include architectural features such as cupolas, steeples, clock towers, widow’s walks, etc.

“Interior Lot”:

Any lot other than a corner lot.

“Land Surveyor”:

Any person holding a valid and effective license to practice Land Surveying in the State of South Carolina.



"Landscape Architect":

Any person holding a valid and effective license to practice Landscape Architecture in the State of South Carolina.

"Landscape Guidelines":

The guidelines herein described by which all landscape within the Timm Creek Community shall be undertaken, referred to as "Landscape-Development Guidelines" or "Landscape Guidelines".

"Lot":

A division of land in the Timm Creek Community separated from other divisions for purposes of sale, lease, or separate use, described on recorded subdivision plat, recorded map or by metes and bounds, and includes the term "parcel".

"Lot Depth":

The mean distance between front and rear lot lines.

"Lot Line":

A line bounding as shown on a survey or plat of the subdivision.

"Lot Width": The distance between the side lot lines at the setback line measured along a straight line parallel to the front lot line or parallel to the chord thereof.

"Main Building":

A building in which is conducted the principal use of the lot in which it is situated.

"Master Plan":

Shall refer to the Master Plan for the Timm Creek Community reviewed and approved by Spartanburg County with amendments thereto and subject to the rights of Timm Creek LLC to amend or revise such Master Plan.

"Owner/Owner of Record":

One or more persons who hold the record title to any parcel within Timm Creek, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Parcel":

A division of land in Timm Creek separated from other divisions for purposes of sale, lease, or separate use, described on recorded subdivision plat, recorded map, or by metes and bounds, and includes the term "lot".

"Professional Engineer":

Any person holding a valid and effective license to practice Professional Engineering in the State of South Carolina.

"Rear Yard":

That portion of a lot extending across the rear of the lot, between the side lot lines and being the minimum horizontal distance between the rear lot line and the rear of the building or structure.

"Right-of-Way":

Note: The term "Right-of-Way" and "Easement" are interchangeable.

A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporated the curbs, lawn strips, sidewalks, lighting and drainage facilities, and may include special features required by the topography or treatment such as grade separation, landscaped areas, viaducts and bridges.

"Setback Line":

The building line generally parallel with and measured perpendicularly from the front lot line, defining the limits of a front or side yards in which no building or structure may be located.

"Side Yard":

That portion of a lot that is located between the side lot line and the nearest building or structure.

"Signs":

Any structure, device or contrivance and all parts thereof which are entered or used for advertising, directional or identification purposes or any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever, which is placed, posted or otherwise fastened or affixed to the ground and/or structures within the boundaries of the property.

"Site Improvement":

Any construction at or above existing natural grade.

"Street":

A public way for the purpose of vehicular travel, including the entire area within the right-of-way.

"Utilities":

All site services, including sanitary sewer, storm sewer, potable water, natural gas, electricity, telephone, cable television, etc.

"Variance":

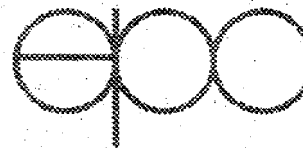
A modification from the strict terms of the relevant regulations where such modification will not be contrary to the public interest, and where owing to conditions peculiar to the property and not the result of action by the Applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.





TIMM CREEK COMMUNITY

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III DESCRIPTION OF THE (ARC) **ARCHITECTURAL REVIEW** **COMMITTEE**

There shall be two ARC's formed, one for the commercial development and one for the residential development. Both committees will operate under the same directives and in accordance with the Timm Creek declaration of covenants, conditions, and restrictions. These guidelines are hereby incorporated as a part of the by-laws.

Each committee will have a Architect and/or Landscape Architect as a member. Each committee will have a minimum of three members who shall be appointed for a term of one year. At least one member of each committee shall be a representative of the developer until such time as 75% of the project area has been conveyed to private ownership.

Purpose:

The ARC is charged with protecting the health, safety, and welfare of the property owner's of the respective area of the development known as Timm Creek. This authority shall extend to purely aesthetic considerations such as plant massing and type, building color, architectural features,

walks, drives, and any other element that may adversely effect the visual character or perception of the high standards established for the Timm Creek Development. Once plans are approved, no alterations, additions, or changes will be allowed without prior written approval of the board.

Submittal Process:

Fee: A filing fee of \$50.00 will accompany each original submittal. This fee will be used to defray the operating expenses of the board and is non refundable. (One fee per Submittal site)

A. Preliminary Submittal: A minimum of two weeks prior to the scheduled meeting of the ARC, the applicant shall submit five 24" x 36" copies of the preliminary plan to include:

- (1) Site Plan at a minimum 1"=20' with survey base information to include proposed storm drainage measures.
- (2) A Landscape Plan to generally show planted areas and calculations demonstrating adherence to design standards.

- (3) Minimum 1/8" scale Architectural floor plan, elevations, proposed detailing, and color to generally indicate to the committee the character and quality of the design.

B. Upon approval of the committee, the applicant should incorporate suggested changes and/or modifications and submit a detailed plan and outline specifications for review and approval by the committee.

Note:

All Commercial plans, including landscape plans and calculations must be prepared by a professional from South Carolina

In the residential area, plans prepared by a registered professional are encouraged, but not required

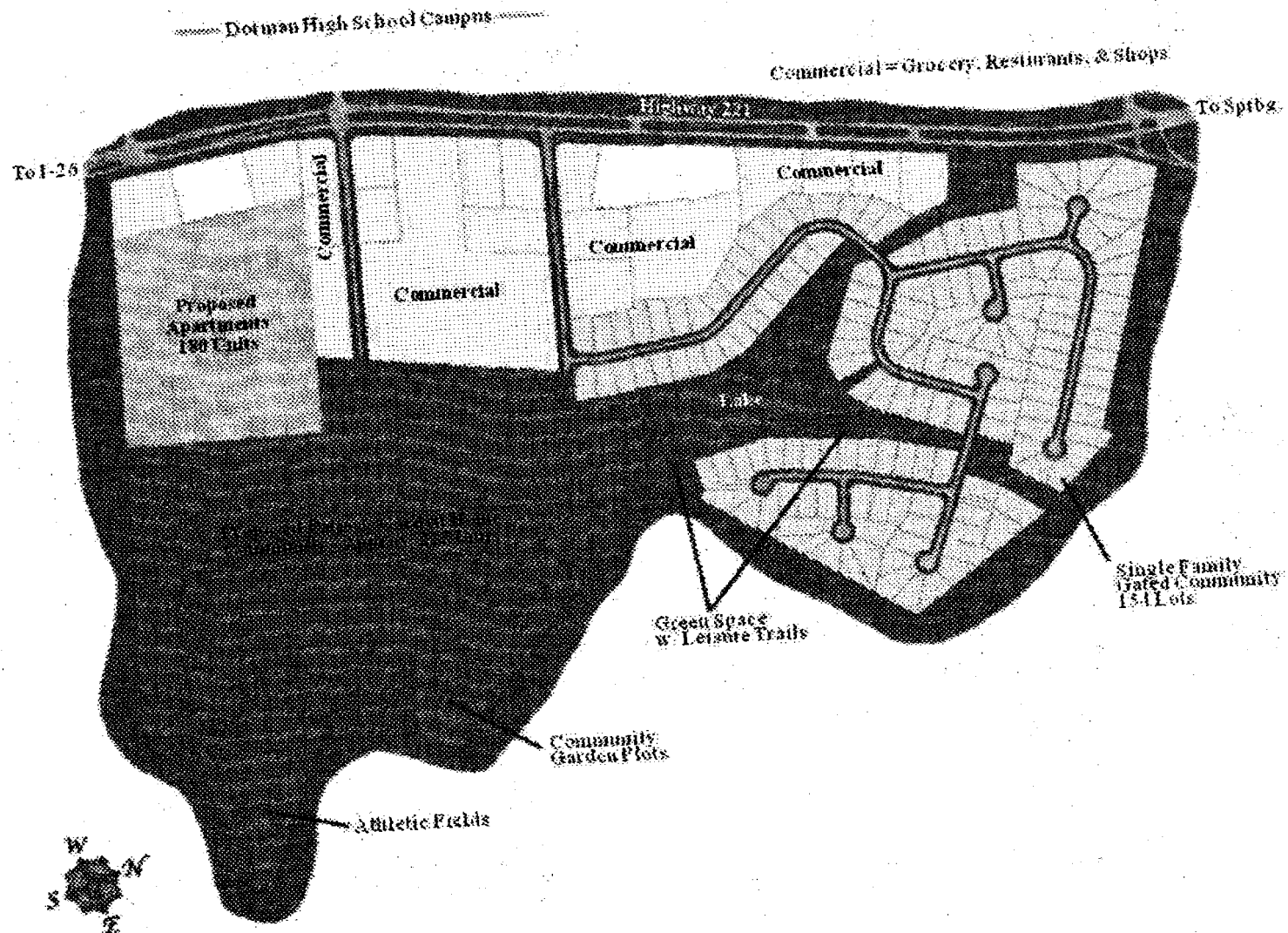
Upon final approval the committee will issue a letter of authorization and retain one set of signed approved drawings for record.

Times and dates of committee meetings will be determined by the committee and published for pickup from the developer's office.





IV. CONCEPTUAL MASTER PLAN



COMMERCIAL LANDSCAPE GUIDELINES DESIGNERS ARE...	
ENCOURAGED TO INCORPORATE	CAUTIONED TO AVOID
Plant Massing Informal buffers Manicured parking lots & building areas "Broad Brush" plant masses	"Spotty" plant masses
Trees Predominately Native Hardwoods Large trees in parking areas Understory flowering trees	More than 5% Leyland cypress and other trees with non-native appearance
Shrubs, Goundcovers, Grass Shrub masses, not individual shrubs Groundcover to unify plantbeds Metal plant bed edging or other rigid edging material to separate planter bed from grass	Pampas grass and other shrubs with non-native appearance Pruning shrub masses as individual plants
Buffer Areas Native hardwoods, pine stands and hardwood understory Blending of parcel buffer with common areas Planting according to minimum density standards	Thin planting of buffer
Power Line Easements Plant masses and lawns through easements to blend with surrounding "Danger Tree" requirements	Plantings that interfere with easement maintenance
Irrigation Water conserving design Heads that resist breakage Smaller zones for more control	Spraying on roads, parking and pedestrian areas
Pedestrian Areas / Bicycles Pedestrian linkages between adjacent parcels Pedestrian Linkages to common area walkways Shade for walks and plazas Bicycle parking areas	Poor quality materials and lack of detail
Site Furnishings Benches, trash receptacles, Integrated into the landscape Pedestrian sitting/gathering areas Relate to style of parcel architecture	Lack of site furnishings

V. LANDSCAPE GUIDELINES

A. Commercial

1. General Landscape Requirements

The landscape design philosophy of the project is to create an aesthetically attractive and cohesive landscape that:

- Unifies the entire the project through the use of a consistent plant palate
- Reflects the native upstate forest, while accommodating the urban requirements of a regional project
- Unifies the entire the project, softening the building elements, allowing their individuality to be seen through the landscape.
- Encourages conservation of natural resources within the context of a landscape maintained for quality.
- Screen and buffer parking areas and buildings.

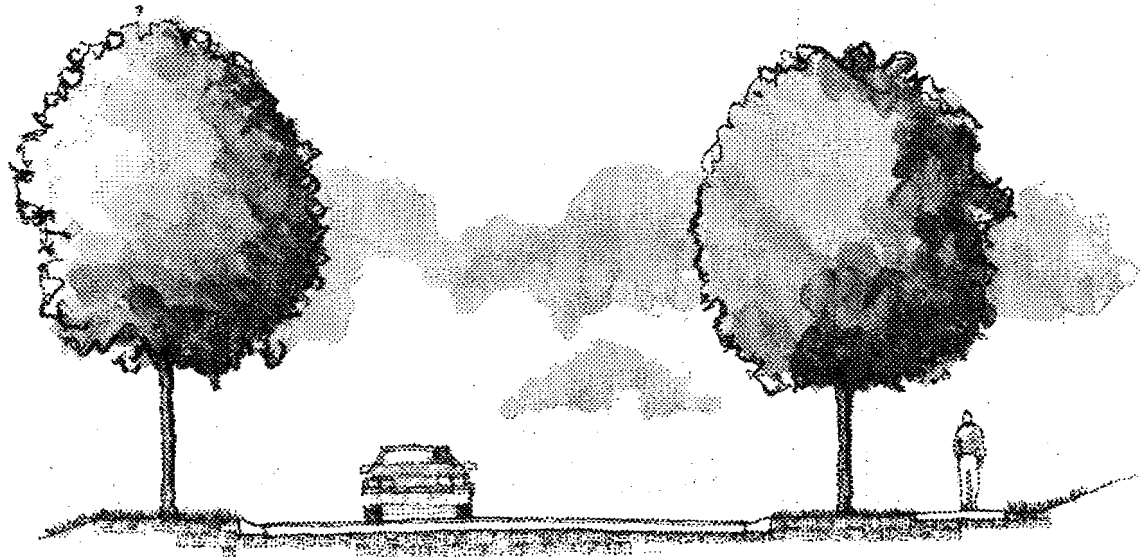


Figure 1 – Typical Road Section

2. General Planting

The plantings at the project will be designed, installed and maintained to:

- Incorporate substantial plantings of hardwood trees, shrubs, groundcovers and grasses on development parcels that utilize large shade trees in parking lots, manicured landscape styles in parking lots and adjacent to buildings, and informal buffers between parcels that blend with the common areas.
- Adhere to planting concepts that conserve water and minimize the use of fertilizers and pesticides, while providing the high level of finished appearance required for the sense of quality and care that the project represents.
- Blend one parcel to the other and all to the common area, avoiding any tendency for one parcel to stand out from the others due to the use of garish plantings or landscape features.

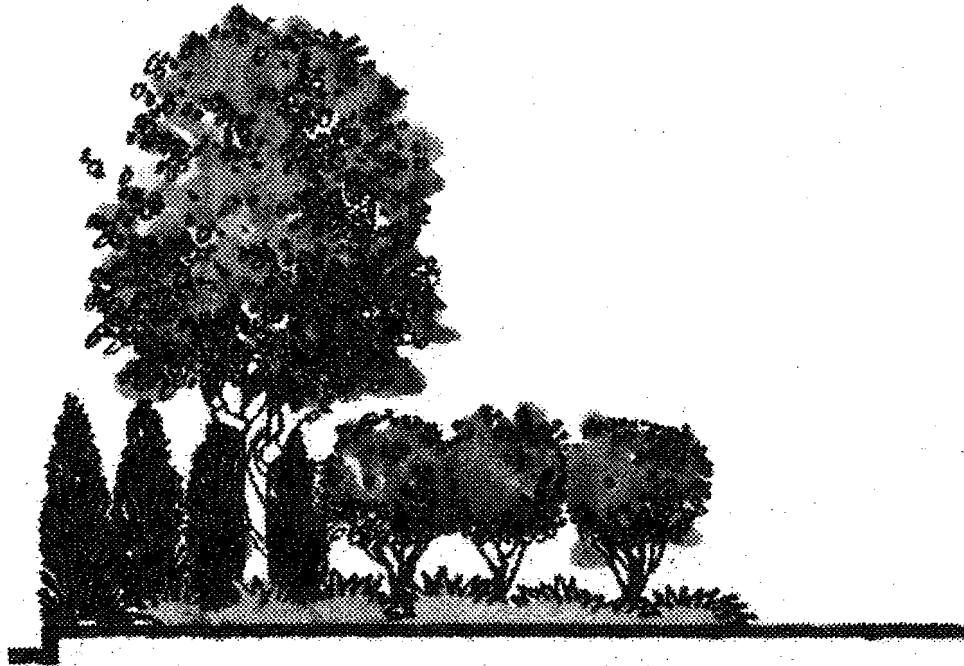


Figure 2 – Screen Plantings

- Utilize screen plantings in buffer areas to reduce unsightly views. (See Figure 2)
- Mass plantings and lawns through power line easements to blend with surrounding landscape. Consider Laurens Electric Cooperative "danger tree" requirements when locating trees adjacent to power line easements.

- Utilize pine straw, bark, or other native mulch, avoiding the use of shell, stone or exposed plastic.

Landscape plans submitted for approval will be coordinated with site design plans relating to erosion and sedimentation control, temporary drainage, the location of utilities, clearing in conjunction with construction and disturbance to the existing terrain.

Applicants are encouraged to take soils samples and percolation tests on parcel areas to receive new plantings and incorporate this information into the design of drainage, irrigation, and plant selection. In many areas of the project the native soils are heavy and have limited subsurface drainage in the upper soils. These soils are similar to other soils in the region and should be treated accordingly.

This chapter includes a recommended plant list indicating plant materials for use at the project. The incorporation of plants on the recommended list will support the concept of unifying the landscape at the project. **Refer to Section VI Recommended Plant List.**

3. Buffer Planting

- Minimum of 25' of the front of the parcel must be landscaped.
- One tree, (2 ½" minimum caliper) per 40' of street frontage
- Use under-story and shrub material to create 30% - 40% opacity screen.

- May maintain open view corridor 75' wide from 3'-0" above ground level to 7'-0" – 8'-0" above ground level.
- All parking lot trees to have min. 6' clear trunk.
- Avoid trees with descending branches.
- Trees can be clustered to create a more natural appearance.

Buffers adjacent to residential areas shall be planted at twice the front buffer requirements with a 50' width. Mounding and opaque fencing should be incorporated where practical. Some modification in buffer width can be made with adequate screening and protection for residential user. (Maximum 40% reduction in width). Such modification may only be allowed with approval of the county government and ARC.

Shrub Planting

- Large Shrubs - 30 per 100' of frontage. (Minimum 5 gal.)
- Small Shrubs - 60 per 100' of frontage. (Minimum 3 gal.)
- Balance to be sod or ground cover (1 gal. minimum for groundcover)

4. Irrigation

Irrigation design will incorporate concepts of water conservation including the use of drip/trickle irrigation, low trajectory spray heads, carefully managed timing cycles, rain sensors and freeze sensors for each controller, use of "gray water" where available, and other techniques appropriate to the particular system and site.

Heads will be placed to avoid spraying onto roads, parking and pedestrian areas. Heads adjacent to vehicular traffic (roads, parking, etc.) will be designed to resist breakage (swing joints, flexible risers, etc.) when run over by errant vehicles. Heads should be located a minimum of 12" from back of curb or sidewalk.

5. Parking Lots

Planting

- Minimum of 9 feet open planting width in island.
- Minimum of one tree per 10 parking spaces. (Min. 2" caliper)
- Minimum of 500 Square Feet of shrub plantings per 10 parking spaces.

- Use ground cover for balance of median.
- Allow walk through areas and/or sidewalks for pedestrian access.

Lighting:

- Minimum 5 foot-candles with 2.5:1 spread ratio within 300 feet of all buildings.
- Maintain a minimum of 1 foot-candle with 3:1 spread ratio in the remainder of the parking lot.

6. Undeveloped Lots

Commercial lots that will not be developed for a period of 6-months or longer after purchase. Shall be landscaped to appear as a "pocket park" or small green space. At a minimum these lots shall be sodded and planted with appropriate plant materials (trees, shrubs, and groundcover) to create a pleasing well-manicured appearance until such time as the development begins on said lot. Until such time as development begins/the owner of record will be responsible for maintenance on at least a bi-monthly basis.



7. Pedestrian Areas

Pedestrian walks will be designed to link parcels one with the other, and to common area pedestrian ways. Attention will be given to pedestrian linkages between parking and buildings such that the ease and safety of the pedestrian is taken into consideration. High quality materials and detailing (brick, stucco, scored concrete, etc.) will be used to enhance human scale and enjoyment. Shade will be considered as an important feature for walks and pedestrian gathering places, such as decks or plazas. Accessibility should be considered for routing and materials selections.

Walkways used to link parcels to one another, or to link parcels to the Project's common area walks should integrate with the adjacent walk's materials and width. The standard sidewalk is 5'-0" wide in commercial parking lots and constructed with broom finished concrete with scored joints. (See Figure 1)

8. Bicycles

Care will be taken to incorporate bicycle-parking areas, with appropriate racks, at the main and employee entrances to buildings. The number of spaces to be provided is

dependent on the building's use and anticipated bicycle usage in early and later phases of the development of the Project. Spaces should be provided for future bicycle usage.

9. Site Furnishings

To promote human scale and comfort, site furnishings (benches, trash receptacles, water fountains, etc.) will be encouraged as an integral part of a parcel's site and landscape development.

The creation of pedestrian sitting areas is encouraged at the entrances to offices, banks, grocery stores, retail areas and other uses where people meet, wait or have reason to rest. Provision of shade and attention to detail are important in these areas and contribute to the sense of comfort and quality.

Site furnishings will be durable, of high construction quality, and related in style and motif to the architecture of a given parcel.

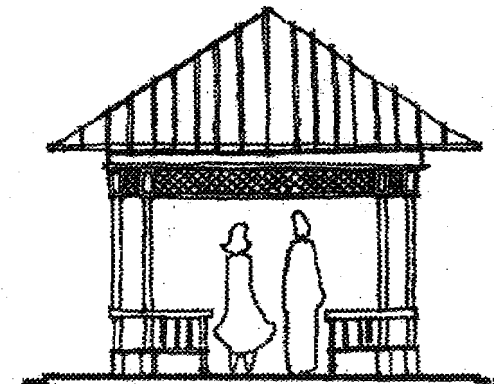


Figure 3 - Gazebo

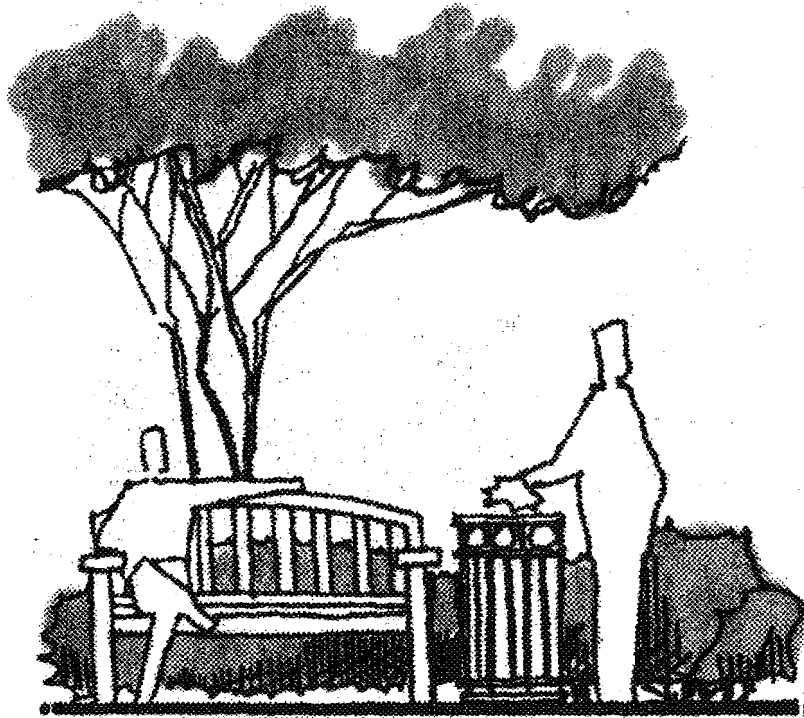


Figure 4 - Bench and Trash Receptacle

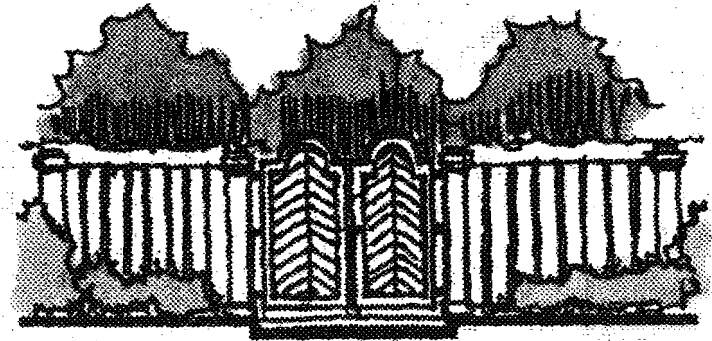


Figure 5 - Fence



Figure 6 - Bollard

Examples of Site Furnishings

SINGLE FAMILY LANDSCAPE GUIDELINES DESIGNERS ARE...	
ENCOURAGED TO INCORPORATE	CAUTIONED TO AVOID
Foundation Plantings Layered Planting Planting with Variety of Texture Plantings scaled appropriately to the House	Uniformed Single Row of Plants Large Unplanted Windowless Walls Out-of-Scale Plantings
Trees Minimum of 3 Hardwood Trees in Front Yard Native Trees Understory Flowering Trees	Leyland Cypress and Bradford Pear
Shrubs, Goundcovers, Grass Shrub masses, not individual shrubs "Broad Brush" plant masses Ground Cover to unify plant beds Grass edges to accommodate lawn mowing turning radii Bed Edging for Grass Sod in front yard.	Individual Plants Intensive use of Plants with Forms or Colors not Native to the Area Extensive use of Grass Plants that have disease problems (ie. Red Tips)
Property Line Boundary Informal Plant Masses with Variety of Textures	Outlined by Clipped Hedges or Fences
Irrigation Water conserving design Heads that resist breakage Rain Sensor	Spraying on Roads, Parking and Pedestrian areas

V. LANDSCAPE GUIDELINES**B. Single Family****1. General Landscape Requirements**

A residential house without at least a modest amount of planting appears unattractive within the setting of Timm Creek. Landscaping is required to enhance the beauty of the homeowner's lot and screen unsightly items such as garages, driveways, guest parking and service yards. The finished landscape should also be scaled appropriately with the house.

An effective landscape treatment along the house foundation includes a transition in height and size from the ground plane to groundcover, to small shrubs to larger plants, to the house (See Figure 7).

A single row of uniformly spaced plants of the same size marching in a single file along the foundation wall is not acceptable. Installing plant materials of different sizes and textures in natural groupings is a preferred alternative. Natural plant forms are preferred over trimmed or clipped forms (See Figure 8). The landscape design should also create an aesthetically attractive and cohesive landscape that has the following considerations.

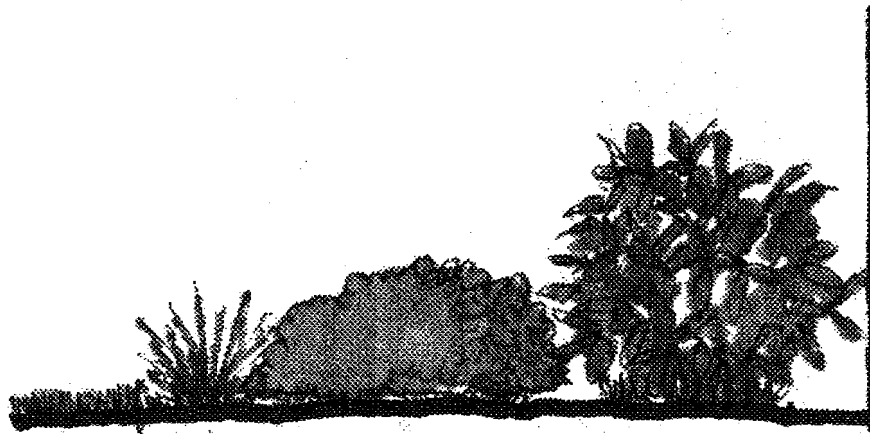


Figure 7 – Transition Size and Texture



Preferred



Avoid

Figure 8 – Preferred Plant Forms

Plans are encouraged to be prepared by a Licensed Landscape Architect or design professional submitted for review by ARC.

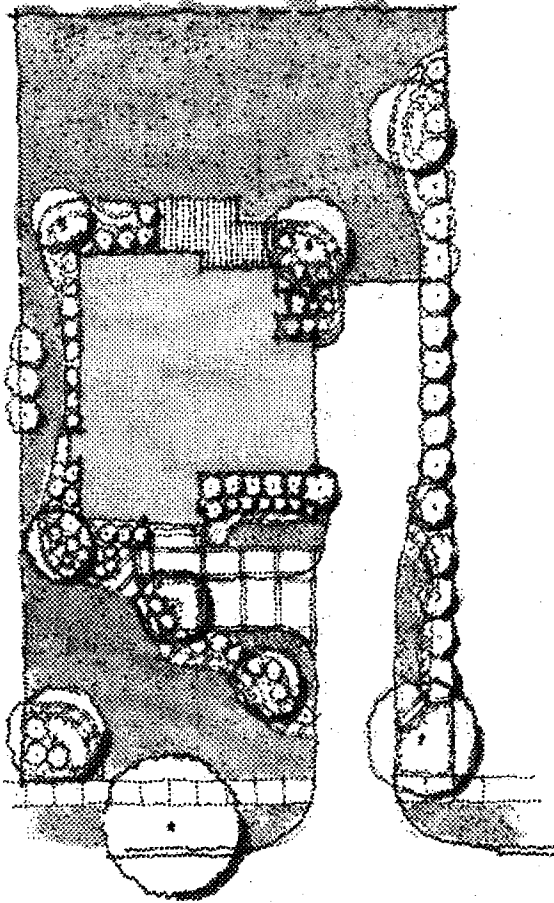


Figure 9

- Plant Materials should be sized for immediate effect; therefore extensive use of dwarf plant materials will be discouraged, except where appropriate. Dwarf plant materials must be used as a foreground plants to larger foundation plantings.
- While landscaping must be adequate to properly complement the house and garage, additional attention should be given to entrance drive and intersection with the street. (See Figure 9)
- All areas of the lot disturbed during construction should be planted or mulched.
- All front and side yards are established from the line created by the back of house to the front right of way. (See Figure 10). The front and side yards shall have plant beds at a minimum 1500 sf of the area measured from the back corner of house to the front right of way, excluding the area of the building footprint with the following requirements. (min. 1,500 sf of plant bed)

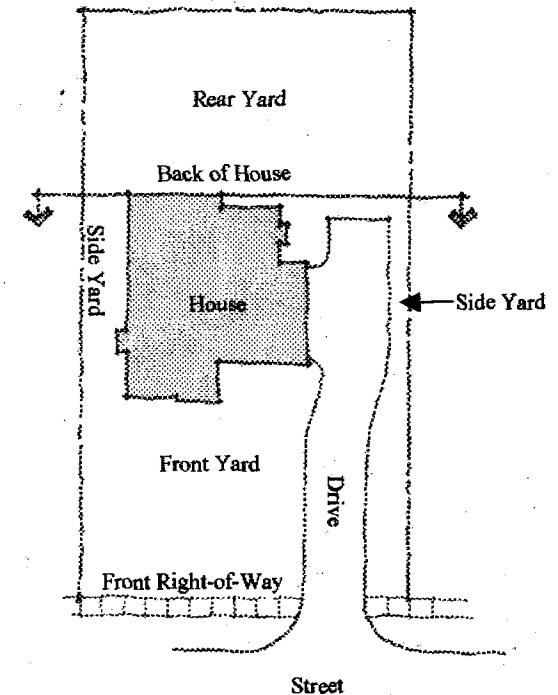


Figure 10

- Min. 3 hardwood trees – min. 2 ½ " cal"
- Understory trees – min. 1 ½ " cal.
- Large shrubs – min. 5 gallon
- Medium to small shrubs – min. 3 gallon
- Ground cover – 1 gallon

Additional plantings beyond required minimum can be smaller containers, as follows:

- Large shrubs – 3 gallon
- Medium shrubs – 1 gallon
- Ground cover – 4" pot

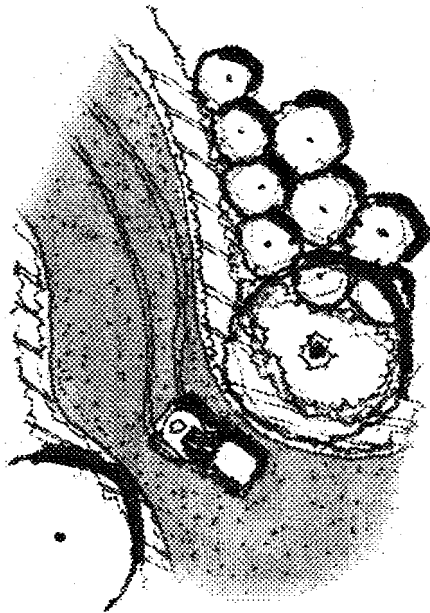


Figure 11

All front and side yard areas shall be sodded.

- All rear yards must be graded and stabilized with grass seed, or sprigs and mulched at a minimum. Sod and landscape plantings are encouraged.
- Shape lawn edges to conform with lawn care equipment so that the turning radii of the equipment is accommodated. (See Figure 11)
- Utilize hardwood mulch, pine straw or other native mulch, avoiding the use of shell, stone, lava rock or exposed plastic.
- All Plant beds and lawn areas should be irrigated and should incorporate concepts of water conservation including the use of Drip/Trickle irrigation, low trajectory spray heads, carefully managed timing cycles, rain sensors and other techniques appropriate to the particular system and site. All Front Yards shall be sprinkled. Heads will be placed to avoid spraying onto roads

(Swing Joints, Flexible Risers, etc.)



VI. RECOMMENDED PLANT LIST

The following list recommends plants for use at Timm Creek. The incorporation of plants on the recommended list will support the concept of unifying the landscape at Timm Creek.

Some species are known to be preferred by deer for browsing. These plants are indicated with an asterisk (*) in the list. Deer tastes change over time based on browsing availability, so the list is not inclusive. During Timm Creek's initial development stages, deer may be attracted to new plantings and may represent a browsing problem. However, as the area becomes developed, deer may find other more attractive areas to browse.

Applicants are encouraged to take soil samples and percolation tests and incorporate this information into the design of drainage, irrigation and plant selection. In many areas of Timm Creek the native soils are heavy and have limited subsurface drainage in upper soils. These soils are similar to other soils in the region and should be treated accordingly.

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Acer rubrum</i> (h)	'October Glory'	Red Maple
<i>Acer saccharum</i>		Sugar Maple
<i>Betula nigra</i> (h)	'Dura Heat'	River Birch
<i>Liriodendron tulipifera</i>		Tulip Poplar
<i>Magnolia grandiflora</i>		Southern Magnolia
<i>Magnolia grandiflora</i>	'Bracken's Brown Beauty'	Southern Magnolia
<i>Nyssa sylvatica</i> (h)		Black Gum
<i>Pinus taeda</i>		Loblolly Pine
<i>Platanus occidentalis</i>	'Yarwood'	London Plane Tree
<i>Quercus alba</i>		White Oak
<i>Quercus hemisphaerica</i>	Darlington	Darlington Oak
<i>Quercus lyrata</i>	'Overcup'	Overcup Oak

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Quercus phellos</i> (h)		Willow Oak
<i>Zelkova serrata</i>		Zelkova
<i>Ulmus parvifolia</i>	'Alec @', 'Drake'	Drake Elm

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Cercis canadensis</i>		Redbud
<i>Chionanthus retusus</i>		Fringe Tree
<i>Cornus kousa</i>		Kousa Dogwood
<i>Cotinus obovatus</i>		American Smoketree
<i>Cryptomeria japonica</i>		Japanese Cryptomeria
<i>Ilex attenuata</i>	'Savannah'	Savannah Holly
<i>Ilex cassine</i>	'Dahoon'	Dahoon Holly
<i>Ilex opaca</i>		American Holly
<i>Ilex vomitoria</i>		Tree Form Yaupon Holly
<i>Ilex x</i>	'Nellie R. Stevens'	Nellie R. Stevens Holly
<i>Koeleruteria paniculata</i> (h)		Golden Rain tree
<i>Lagerstroemia indica</i>	'Miami'	Crape Myrtle
<i>Lagerstroemia indica</i>	'Muskogee'	Crape Myrtle
<i>Lagerstroemia indica</i>	'Natchez'	Crape Myrtle
<i>Lagerstroemia indica</i>	'Osage'	Crape Myrtle
<i>Lagerstroemia indica</i>	'Tuskegee'	Crape Myrtle
<i>Ligustrum lucidum</i> *		Tree Form Glossy Privet
<i>Magnolia soulangiana</i>		Saucer Magnolia
<i>Magnolia stellata</i>		Star Magnolia
<i>Magnolia virginiana</i>		Sweetbay Magnolia
<i>Myrica cerifera</i> (h)		Tree Form Wax Myrtle
<i>Prunus caroliniana</i>		Carolina Cherry-Laurel
<i>Prunus cerasifera</i>	'Atropurpurea'	Purple Leaf Plum
<i>Prunus x yedoensis</i>		Yoshino Cherry



BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Ilex cornuta</i>		Chinese Holly
<i>Ilex cornuta</i>	'Burfordii'	Burford Holly
<i>Ilex glabra</i> (h)		Inkberry Holly
<i>Ilex vomitoria</i>		Yaupon Holly
<i>Illicium anisatum</i>		Anise
<i>Illicium floridanum</i>		Florida Anise
<i>Ligustrum japonicum</i> *		Japanese Privet
<i>Ligustrum lucidum</i> *		Glossy Privet
<i>Michelia figo</i>		Banana Shrub
<i>Myrica cerifera</i> (h)		Wax Myrtle
<i>Osmanthus fortune</i>		Tea Olive
<i>Podocarpus macrophylla</i> maki		Podocarpus
<i>Viburnum odoratissimum</i>		Sweet Viburnum

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Abelia grandiflora</i>	'Edward Goucher'	Glossy Abelia
<i>Aucuba japonica</i>		Aucuba
<i>Azalea indica</i>	'Fashion'	Fashion Azalea
<i>Azalea indica</i>	'Formosa'	Formosa Azalea
<i>Azalea indica</i>	'G.G. Gerbing'	G.G. Gerbing Azalea
<i>Azalea indica</i>	'George L. Tabor'	George Tabor Azalea
<i>Azalea indica</i>	'Judge Solomon'	Judge Solomon Azalea
<i>Azalea indica</i>	'Kate Arendall'	Kate Arendall Azalea
<i>Cleyera japonica</i> *		Cleyera
<i>Gardenia jasminoides</i>		Gardenia
<i>Ilex cornuta</i> *	'Burfordii Nana'	Dwarf Burford Holly
<i>Myrica cerifera</i> (h)	'Fairfax'	Dwarf Wax Myrtle
<i>Raphiolepis umbellata</i> *		Yedda Hawthorn
<i>Viburnum suspensum</i>		Sadankwa Viburnum

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Agarista populifolia</i>		Florida Leucothoe
<i>Azalea hybrida</i> *	'Flame Creeper'	Flame Azalea
<i>Azalea hybrida</i> *	'Wakaebesu'	Wakaebesu Azalea
<i>Azalea obtusum</i> *	'Coral Bells'	Coral Bells Azalea
<i>Azalea obtusum</i> *	'Snow'	Snow Azalea
<i>Callicarpa dichotoma</i>		Beautyberry
<i>Cephalotaxus harringtonia</i>		Harrington Plum-Yew
<i>Gardenia jasminoides</i>	'Radicans'	Dwarf Gardenia
<i>Ilex cornuta</i>	'Carissa'	Carissa Holly
<i>Ilex cornuta</i>	'Rotunda'	Dwarf Chinese Holly
<i>Ilex crenata</i>	'Kingsville'	Kingsville Japanese Holly
<i>Ilex vomitoria</i>	'Nana'	Dwarf Yaupon Holly
<i>Prunus Laurocerasus</i>	'Otto Luyken'	Otto Luyken Laurel
<i>Pyracantha Koidzumii</i>	'Low Dense'	Lowdense Pyracantha
<i>Raphiolepis indica</i>	'Rosea'	Dwarf Indian Hawthorn
<i>Spiraea cantoniensis</i>		Reeves Spirea

BOTANICAL NAME	CULTIVAR	COMMON NAME
<i>Ajuga Reptans</i>		Bugleflower
<i>Hedra helix</i>		English Ivy
<i>Juniperus davurica</i>	'Parsonii'	Parsons Juniper
<i>Juniperus horizontalis</i> (h)	Bar Harbor	Bar Harbor Juniper
<i>Liriope muscari</i> *	'Big Blue'	Lilyturf
<i>Ophiopogon japonicus</i> *	'Nana'	Dwarf Mondo Grass
<i>Pachysandra terminalis</i>		Japanese Spurge
<i>Rosa</i>	'Meicoubian'	Meidiland Roses
<i>Vinca major</i>		Big Periwinkle
<i>Vinca minor</i>		Periwinkle

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BOTANICAL NAME	CULTIVAR	COMMON NAME
Akebia quinata		Fiveleaf Akebia
Clematis hybrida		Clematis
Gelsemium sempervirens		Carolina Jessamine
Lonicera sempervirens		Trumpet Honeysuckle
Rosa banksiae		Lady Banks Rose
Trachelospermum jasminoides		Asiatic Jasmine

BOTANICAL NAME	CULTIVAR	COMMON NAME
Artemisia	'Powis Castle'	Wormwood
Canna generalis (h)		Canna Lillies
Chrysanthemum frutescens		Marguerite Daisy
Coreopsis		Tickseed
Cuphea hyssopifolia		Mexican Heather
Dianthus plumarius	'Cottage Pink'	Dianthus
Diets vegeta		African Iris
Gerbera Jamesonii		Gerber Daisy, Transvaal Daisy
Hemerocallis hybrida	'Stella d' Oro'	Daylily
Iris neomarica		Walking Iris
Iris tectorum		Japanese Rooftop Iris
Lantana camara		Lantana
Pentas sp.		Pentas
Rudbeckia sp.		Coneflower
Salvia sp.		Salvia, Sage
Tulbaghia violacea		Society Garlic

Other species and varieties may be used upon approval of the Landscape Architect and ARC.





VII. GENERAL **MAINTENANCE GUIDELINES**

1. Purpose and Responsibilities

These maintenance guidelines have been developed to ensure that the grounds and exterior spaces including structures of each parcel have a consistently high quality appearance and that each parcel owner understands his responsibility for maintaining his parcel in a neat, sightly, and well-kept manner.

2. Description of Elements and Intent

- Plantings including lawn areas, trees, shrubs, and other related spaces will be maintained to provide a uniform appearance consistent with the surrounding landscape. Maintenance should encourage normal growth of trees and shrubs and will include pruning, fertilizing, spraying and watering. Maintenance of lawn area will include fertilizing, watering and mowing in order to produce a high quality turf grass.
- Paved areas including parking areas, building entrance areas, plazas and terraces will be integrated into the overall design of the parcel and

buildings. Maintenance of these spaces will be intensive. Shrubs and ground covers will be pruned to maintain their natural form within bounds. Paved surfaces will be kept washed and swept and seasonal flower displays changed and maintained. These tasks will be performed on a regular basis, daily if necessary, to keep these areas neat and litter free.

- Building Exteriors will include the maintenance of all those visible areas pertaining to the exterior of the building including the roof and roofing materials, broken windows, shutters, brick, wood siding, and stucco. Maintenance of these areas will be intensive.
- Site Lighting will include the intensive maintenance of all electrical wiring and fixtures. Any problems will be immediately corrected by a licensed electrician. Bulbs will be maintained and routinely checked for replacement.
- On-Site Signage in commercial areas will be required at entrance areas for identification and as required to provide direction. Signs will be kept clean and free of mildew, cracks, and material damage. Ground mounted

signs will require maintenance of surrounding plant materials.

3. Grounds Maintenance General Requirements

This section covers all items of grounds maintenance of individual parcels, including buffer areas, of the Project. Maintenance will include other items of normal maintenance not listed below, but found to be necessary in order to maintain the grounds in an orderly, neat appearance.

- All homeowners are responsible for maintaining their front yard right-of-way.
- Papers, trash, debris, and all unsightly items will be picked up and disposed of from all areas of the site.
- Weeds will be kept out of planted areas, lawns of building-related areas and road-related areas at all times. This pertains to closely mown grass areas, building-related plantings, parking lot plantings, entrance sign plantings, and screen plantings. Mechanical measures including weed barriers such as landscape fabric will be the preferred method of weed control. Chemical measures shall be used as a last resort.



- Mow to keep lawns at a height of not more than three inches. Mowing will be done at intervals no longer than seven days apart during that portion of the season when mowing is necessary.
- Grass will be trimmed around all trees, shrubs, plant beds, curbs, buildings, poles, fixed objects, etc., in order to present a neat appearance at all times in building related and road related areas. Maintain all edges between grass, shrub beds, and walkways in building related areas.
- Grass will be swept off pavements, and roads after mowing and remove all grass clippings from building-related lawns immediately after clipping. In other areas, remove grass clippings which might cake or pile up on live grass, causing damage to the turf.
- Plant material will be watered and fertilized as required to maintain a vigorous and healthy condition.
- Parking lots and roadways will be kept in a clean swept condition. Keep all paved surfaces at building entrances, plazas, and terraces swept and neat in appearance at all times, clean and remove any stains.

- Manufacturers' instructions and all Federal, State and Local regulations will be adhered to in the application of fertilizers, pesticides and herbicides.

4. Maintenance of Plant Materials

This guideline covers all items of planting maintenance. Other items of normal maintenance not listed below, but found to be necessary as work progresses, will be performed in order to keep the grounds in best appearance.

Pruning

- Primary pruning of trees and shrubs will be performed in the late winter or early spring to over-extended, dead, and unsightly branches. Interim pruning will take place throughout the year as required to maintain plant health and shrub massing.
- Pruning will include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers, shoots and irregular growth.
- All trees and shrubs will be pruned and trimmed only as necessary to maintain

their natural form. Corrective pruning to remove rubbing and cross branching will be completed while the plant material is in a more dormant state, unless sudden damage has occurred, at which time corrective pruning or surgery will be performed immediately.

- Perform "same day" cleanup of all pruned and trimmed material and dispose of this material off site.

All tree pruning shall be done in accordance with ANSI A300-1995. The following is an abbreviated list from the standards. The arborist:

- Shall not climb a tree to be pruned with tree climbing spikes (climbers),
- Should use thinning cuts instead of heading cuts,
- Shall not cut off the branch collar (not make a flush cut),
- Shall use sharp pruning tools so as to not leave jagged, rough, or torn bark around cuts,
- Shall not top or lion's-tail trees,

- Should not remove more than 25% of the foliage of a single branch,
- Should not remove more than 25% of the total tree foliage in a single year,
- Should leave 50% of the foliage evenly distributed in the lower 66% of the crown,
- Should not use equipment or practices that would damage bark or cambium beyond the scope of the work,
- Shall not leave cut limbs in the crown of a tree upon completion of pruning, at times when the tree would be left unattended, or at the end of the work day
- Should not use wound paint on wounds less than 1" in diameter.

Fertilization

- Fertilization of trees will be performed yearly to maintain optimum growth. Observe at all times the condition of trees and give such treatment as is necessary to keep growth and appearance in the best condition.

- Fertilization of shrubs will be performed in the early spring before the plants leaf out and again in early summer. Check nutrient deficiencies with soil testing and apply necessary nutrients to correct any imbalance. Observe at all times the condition of shrubs and give such treatment as is necessary to keep growth and appearance in the best condition.
- Fertilization of groundcover will be performed in the early spring with a second lighter application in late spring or earlier if sufficient new growth is lacking. A soil test will be performed to determine any deficiencies. Observe at all times the condition of groundcover and give such treatment as is necessary to keep growth and appearance in the best condition to include not only fertilization but aeration, thatching, over seeding and mowing.

Spraying

- Spraying of trees, shrubs, and ground cover will occur as necessary to control all insect and disease infestations. Appropriate insecticides, miticides, and

fungicides, together with required spreaders and stickers will be utilized.

- All spraying will be in accordance with authorized spray schedules.
- Trees, shrubs, and ground cover will be inspected on a weekly basis through the growing season and scheduled sprays will occur in response to a particular problem.
- All customary and regulatory precautions will be taken in all spray applications, including but not limited to, confining spray from adjacent properties, avoiding contamination, proper storage and disposal, avoiding runoff, etc.

Weeding

- Weeding of plant beds will be required throughout the growing season to keep all ground cover beds clean and weed free. Care will be undertaken to prevent any injury to adjacent plant material when using chemical weed control.



- Weeding of grassed areas will require the use of broadleaf weed control and pre-emergents to control infestations and unwanted germinations. If weed infestations are severe, eradication of the infested area, with subsequent reseeding, will be required. Any chemicals or sprays used in weed prevention will require the same guidelines as listed previously in spraying of trees, shrubs, and ground covers.

Mulching

- Mulching material will be maintained in a clean and neat condition, and will be free of foreign material and weed seed. Care should be taken to keep all paved surfaces adjacent to mulched area swept free of mulch material.

Buffer Requirements

- Maintenance of trees and shrubs in buffer areas will encourage normal growth and development and will include pruning, fertilizing, spraying, and watering. Mowed lawn will be maintained up to edge of the shrub beds and buffer areas.

Seasonal Requirements

- Spring cleanup will include removal of all weeds, cultivation of the soil, restoration of the mulching material, pruning of plant materials, and transplanting as necessary to eliminate overcrowding. Flower heads will be removed from spring bulbs, herbaceous perennials and other plants after flowering is completed.
- Any dead or poor grass will be removed and bare spots scarified. Areas from which grass has been removed will be seeded or sodded to conform to adjacent areas. Newly seeded or sodded areas will be maintained until established.
- Ground cover and other plants that have overextended or that have dead or otherwise unsightly branches will be trimmed. Any damage from the prior season will be repaired. All plants will be pruned and trimmed only as necessary to maintain their natural form.
- Any plant material that is dead, diseased, and/or damaged will be removed and replaced. Lawn areas will be raked and leaves collected.

5. Maintenance of Paved Surfaces

These guidelines cover items of continuing maintenance for paved surfaces: walkways, parking areas, terraces, building entrance areas and plazas. Items of normal maintenance not listed below, but found to be necessary as work progresses, will be performed to keep these surfaces safe and in best appearance.

- Roadways and parking lots will be kept free of trash and debris, cleaned on a daily basis or as needed.
- Pedestrian areas will be kept free of debris, trash, grass clippings, etc. at all times.
- Entrances to all buildings will be maintained on a daily basis. During the period of building occupation, sidewalks will not be obstructed with maintenance equipment (lawn mowers, hoses, etc.).
- All stains will be washed off sidewalks immediately.

6. Water body Management

These guidelines cover items of lake and aquatic planting maintenance. All items of normal maintenance not listed but found to be necessary as work progresses, will be performed in order to keep the surrounding grounds and water body in best appearance.

- Aquatic plantings will be inspected annually and if nutrient deficiencies are noted, fertilizer will be applied. All fertilizer or pesticide applications will be in accordance with manufacturers' recommendations and will be approved for aquatic use.
- Water surfaces will be kept free from weeds and scum. Mechanical methods of weed and scum control will be employed. Chemical aquatic weed control and algaecides should be used carefully and in accordance w/ manufacturer recommendations.

7. Maintenance of Building Exterior

The parcel owner is responsible for maintaining the building exterior to include roof and replacement of any missing roofing materials, windows and specifically the replacement of broken or

cracked glass, shutters, fascia and trim, brick, wood siding, stucco, lighting fixtures and specifically bulb replacement as needed, and any other elements of the building surface. Maintenance will include keeping the building surface clean, mildew free, with all painted surfaces free of chips and peeling paint.

8. Maintenance of Site Lighting

The parcel owner is responsible for maintaining all lighting of pedestrian walkways, parking areas, stairs or steps, plazas, building entrance areas, signage and security lighting unless by previous agreement with the local utility company.

- Electrical wiring will be maintained at all times. Any problems will be immediately corrected by a licensed electrician.
- Bulbs will be routinely checked and replaced as needed.

9. Maintenance of On-Site Signage

The commercial parcel owner is responsible for maintaining all signs on the parcel to include their proper placement and readability. Plant material should be neatly trimmed around ground-mounted

signs and should not be allowed to obscure the identification or message. Any signs that are damaged or missing will be replaced at the parcel owner's expense.

10. Maintenance of Undeveloped Lots

Commercial lots that will not be developed for a period of 6-months or longer after purchase shall be maintained, on a bi-monthly basis, at a minimum, to have a pleasing well-manicured appearance.

