

# *The Preserve*

## THE PRESERVE APPLICATION FOR CONSTRUCTION

**TO BE COMPLETED BY BUILDER:**

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

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

Parcel: \_\_\_\_\_

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

License Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I HAVE READ AND AGREE TO ABIDE TO THE ATTACHED CONSTRUCTION RULES AND THE AMENDED COVENANTS ARTICLE V ARCHITECTURAL CONTROL SECTION 4. COMPLIANCE DEPOSIT.**

Signature: \_\_\_\_\_

# *The Preserve*

## THE PRESERVE

### **CONSTRUCTION RULES FOR ALL OWNERS AND CONTRACTORS**

1. **Applicability.** These Rules shall apply to all Lot Owners and builders, and any reference herein to an Owner shall also apply to the Owner's builder and subcontractors. While at The Preserve, all Owners shall abide by these Rules and such other rules as The Preserve Owners Association, Inc. and/or The Preserve Architectural Control Committee may establish from time to time.
2. **Clearing and Grading.** In no event shall the Owner allow any grading or cutting of trees on the Lot prior to approval of the proposed house location by The Preserve Architectural Control Committee. It is the Builder's responsibility to grade Lots in such a manner so as not to block any natural or man-made swales or drainage structures. Earth berms, hay bales, silt fence, mulch, boards, grassing, gravel blankets and any other approved siltation and erosion control measures shall be installed prior to grading of ALL Lots to prevent mud and silt from running off the Lot onto streets and any other adjoining property.
3. **Construction Hours and Noise.** All construction activities must be conducted and all deliveries must be made from 7:00 a.m. until 7:00 p.m. Monday through Saturday. Any construction activities conducted, or access to The Preserve after these hours, must be scheduled with the Management Company, MJS, Inc (803-743-0600) twenty-four (24) hours in advance. No loud radios or distracting noises will be permitted during construction.
4. **Rubbish and Debris.** In order to maintain a neat and orderly appearance at all times throughout The Preserve, the following rubbish and debris rules must be strictly followed:
  - 4.1 **Domestic Refuse.** At least one (1) trash container must be located at all times inside each residence under construction. All domestic refuse such as food scraps and packaging, cups, plates, napkins and similar items which at any time exist in the residence or on the Lot must be placed in the trash container. The trash container shall be emptied regularly and its contents properly disposed of off the Lot and outside of The Preserve.

# *The Preserve*

**4.2 Interior Construction Debris.** All parties are strongly encouraged to frequently clean up and remove rubbish and construction debris located within the walls of a residence.

**4.3 Exterior Construction Debris.** With regard to all construction debris located on a Lot outside the walls of a residence, the following rules shall apply:

- (i) By the end of each day on which work occurs on the Lot, all lightweight construction debris such as roofing paper, insulation bags, foam sheathing, polyethylene, etc., must be placed in a steel dumpster unit provided by a trash disposal company and located on the Lot;
- (ii) By the end of the day on each Friday, all non-blowable construction debris such as wood scraps, shingles' brickbands, drywall, bricks and masonry blocks must be gathered and placed in the steel dumpster; and
- (iii) The steel dumpster must be emptied and the debris hauled away on an as-needed basis and before it is filled to overflowing.

Within the last three (3) days of every month, all debris must be taken off the Lot and out of The Preserve, leaving the Lot free of all debris.

**4.4 No Burning or Burial.** Burning or burial of construction debris or vegetation is prohibited.

**5. Excess Natural Materials.** Excess plant matter, rock, topsoil and similar materials must be removed from The Preserve.

**6. Street Cleaning.** It is the responsibility of each Builder to keep the streets clean in front of the property on which he or she is building. The Preserve Owners Association, Inc. may engage a street cleaning service to clean the streets in The Preserve of normal construction dirt, mud and gravel. In the event that the Association engages a street cleaning service, the Association shall pay for approximately twenty-five percent (25%) of the cost of such service-Owners constructing homes at the time such services are rendered shall pay for the remaining cost above the portion paid for by the Association. The street cleaning policy and percentages are subject to

# *The Preserve*

change depending on the number of homes under construction at a given time. A flat fee will be charged for the months under construction and will be billed quarterly. It is the Owner's responsibility to provide written notice of the construction start date to the management company, MJS, Inc., c/o Jud Smith, 4910 Trenholm Road, Suite C, Columbia, SC 29206 - Phone: (803) 743-0600, Fax: (803) 790-0340, email address: [mjs@mjsmgt.com](mailto:mjs@mjsmgt.com). If notice is not properly given by the Owner, then the date of final architectural approval will be used in determining billing. It is also the Owner's responsibility to provide written notice of the landscaping completion date to MJS, Inc. The landscaping completion date is the date on which the Owner's responsibility for their portion of the street cleaning allocation ceases.

Normally, a fee per home under construction will be determined quarterly by the Association and charged to each home under construction during that quarter. The street cleaning provided by the Association is not intended to in any way reduce the responsibility of a property owner with a home under construction for keeping the streets near their lot clean or for cleaning any portion of the streets that require cleaning as a result of the construction of their home. Therefore, should it be determined by the Association that a specific period when the streets require cleaning or a specific instance where the cleaning of the streets is required is due predominantly to the construction of one home or more than one home under construction, the Association shall be entitled to charge that single homeowner or those specific homeowners for a larger portion of the cost of cleaning the streets or for one or more specific times when the streets required cleaning or were cleaned.

**7. Materials Storage.** No construction materials, equipment or debris of any kind may be stored on any street, curb, sidewalk or area between streets and sidewalks, on any adjacent Lots, or otherwise than in the locations approved by the Architectural Control Committee.

**8. Live Oak, Sidewalk, Driveway, Irrigation System and Curb Protection During Construction.**

- (a) The approved driveway location shall be the sole access point for construction of any improvements on a Lot. Prior to the clearing of a Lot and delivery of materials, an irrigation sleeve shall be installed at the location of the driveway at the sole expense of the Lot Owner, the location and quality of which shall be subject to the approval of the Architectural Control Committee. Modifications to the Common Area irrigation system may be necessary should the Live Oak die within twelve (12) months of the planting or driveway locations by Lot Owners and other factors. The irrigation line is located approximately 1 foot behind the curb. The Architectural Control Committee further reserves the right to require the Owner to use The

# *The Preserve*

Preserve's Landscape Contractor to install the sleeve and make any necessary modifications to the irrigation system. Prior to commencing the clearing of the Lot and delivery of materials, the roadside sidewalk shall be saw-cut and removed at the location of the driveway at the sole expense of the Lot Owner. The Owner/Contractor shall provide at the approved driveway location a gravel drive with a minimum of five (5) inches of #5 crushed stone base from the paved street to the home under construction. Each Lot Owner shall be required, subsequent to their driveway installation, to repair the area in front of their respective Lot in such a manner as to adequately restore the Common Area, road right-of-way and the respective landscaping thereon (including centipede sod), utility lines and/or equipment, to as close as practicable to the original appearance and condition of such items, or to an improved condition than they were, prior to the installation of the driveway or prior to such damage. If the Live Oak along the roadway dies during the home construction, the assumption is it is a result of the construction. Each Lot Owner with a home under construction is responsible for the protection and subsequent replacement (i.e., if the tree dies) of the Live Oak in front of their Lot. Any damages to the irrigation system must be repaired by The Preserve Landscape Contractor at the sole expense of the Lot Owner. It is the Lot Owner's responsibility to provide notice of such damage to the management company, MJS, Inc. Any damages to the curbing shall also be repaired at the sole expense of the Lot Owner.

- (b) If live oak is obstructing a Lot Owner's preferred driveway location, the live oak may be relocated or replanted at the Owner's sole expense upon the prior written approval of the Architectural Control Committee. If such relocation or replanting is not practical, as determined by the Architectural Control Committee, in its sole discretion, the Architectural Control Committee may require that a new live oak, of a caliper and age acceptable to the Architectural Committee be planted in a location approved by the Architectural Control Committee. In either case, if replanting, the Lot Owner is responsible for the Live Oak replacement. A barricade fence shall be erected to protect the sidewalk in accordance with the Architectural Control Committee. No parking is allowed on the sidewalk or landscape strips at any time.
- (c) Any roadside sidewalk or concrete curb areas cut or damaged during construction shall be repaired or replaced by the Owner, at the Owner's sole expense, to match the original sidewalk or curb, which shall be determined by the Architectural Control Committee. The Owner of each Lot will be

# *The Preserve*

required to remove and replace the existing roadside sidewalks, as needed, to transition the roadside sidewalk to meet the driveway flush on each side of the driveway. Sidewalk transition shall not exceed a slope of five (5%) percent. It is recommended that each Lot Owner photograph the existing condition of the roadside sidewalk, curb and road area that fronts the Lot prior to any construction activity.

**9. Trailers.** No construction office trailers may be placed, erected or allowed to remain on any Lot or in any other area in The Preserve, except as approved in writing by the Architectural Control Committee.

**10. Completion of Construction.** Construction of any improvements on any Lot shall proceed consistently and diligently and shall be completed within one (1) year from the date of commencement of construction. Unless a variance has been granted, the Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any improvements or alterations not completed within twelve (12) months from the date of commencement of construction.

**11. Miscellaneous Practices.** The following practices are prohibited at The Preserve:

1. Changing oil of any vehicle or equipment;
2. Allowing concrete supplier and contractors to clean their equipment other than at locations, if any, designated for that purpose by the Architectural Control Committee.
3. Carrying and/or discharging any type of firearms, except by law enforcement officials and security personnel authorized in writing by The Preserve Owners Association, Inc.;
4. Careless and thoughtless disposition of cigarettes and other flammable material.

**12. Pets.** Builder and Contractor personnel may not bring pets onto The Preserve property.

**13. Common Areas.** Except with the prior written permission of the Architectural Control Committee, builder and contractor personnel are not allowed in the common or amenity areas and no construction access will be allowed across the Amenity or other Common Areas. At no time shall a builder or contractor pull water or power from any common area.

# *The Preserve*

**14. Accidents.** The Preserve Owners Association, Inc. and The Preserve Architectural Control Committee shall be notified immediately of any accidents, injuries or other emergency occurrences. Subsequent to a 911 or other emergency call(s), The Preserve Owners Association, Inc. and MJS, Inc. office should be notified at (803) 743-0600.

**15. Portable Chemical Toilets.** An enclosed and regularly serviced portable chemical toilet must be provided at each residence under construction, in as inconspicuous a location as possible.

**16. Speed Limits.** The established speed limit within The Preserve community is fifteen miles per hour (15 mph) for all vehicles, and this limit must be obeyed.

**17. Property Damage.** The Preserve Owners Association, Inc., at its sole option and discretion, may repair any damage to streets and curbs, sidewalks, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc. which costs of such repairs will be billed to the responsible Owner. The Preserve Owners Association, Inc. may direct said Lot Owner/Builder to repair any damage to any of the above-mentioned property at the responsible Owner's sole cost. If any telephone, cable, T.V., electrical, water or other utility lines are cut, the party causing such damage shall (1) report the matter within thirty (30) minutes to personnel at The Preserve Owners Association, Inc. and at the respective utility company, and (2) bear any cost incurred in connection with repairing such damage. All damages must be repaired in a timely fashion as determined by The Preserve Owners Association, Inc. and in a professional workmanship manner.

**18. Failure to Abide.** Failure to abide by any of the above rules may result in the loss of a contractor's privilege to enter The Preserve on a temporary or permanent basis.

# The Preserve

## Excerpt From Covenants

or Board, the amount of which shall be determined by the Declarant or Board, in its sole discretion. Any such Assessment for Non-Compliance levied shall be secured by a continuing lien upon the Lot. If the Owner shall not have taken reasonable steps toward the required remedial action (as such remedial action shall be deemed appropriate by the Board in its sole discretion) within thirty (30) days after providing the Owner with written notice of the violation or where the Board determines such violation or non-compliance constitutes a significant nuisance or hazard to the community, its Owners or their guests, within a period established by such notice, then the Board may levy an Assessment for Non-Compliance against the Lot of the Owner, may remedy the violation as provided in Article VI, Section 2 (as amended), or may to proceed at law or in equity for the recovery of damages, or for injunctive relief, or all of the above. The Declarant, Board of Directors and the Architectural Control Committee (when such authority is assigned to it by the Declarant or the Board) may impose Regulations to be followed by Owners, their builder(s), agents, representatives, employees, and/or contractor(s) during the construction of any improvement on a Lot, including the right to temporarily or permanently suspend work in the event of any violation or non-compliance therewith.

### **SECTION 4. COMPLIANCE DEPOSIT.**

(a) The Association shall have the authority, either directly through its Board or through its Architectural Control Committee, to charge a fee (hereinafter, a "Compliance Deposit") to Owners who are constructing or otherwise placing improvement(s) on their Lot, as a deposit to insure compliance with this Declaration, and the Regulations established by the Declarant, the Board and/or the Architectural Control Committee. The Compliance Deposit will be returned to the Owner within a reasonable period of time after completion of all improvements on the Lot, if:

(1) all improvements on the Lot are constructed in accordance with the plans and specifications approved by the Declarant, the Board and/or the Architectural Control Committee; and

(2) the Declarant, Board and/or the Architectural Control Committee are satisfied that all disturbances related to the construction or placement of any structures on the Lot (or surrounding Lots), including landscaping, have been properly addressed; and

(3) the Owner is in full compliance with this Declaration, the Bylaws, the Regulations and any construction or architectural guidelines established by the Declarant, the Board and/or the Architectural Control Committee.

(b) Provided, however, that all or a portion of the Compliance Deposit may be retained by the Declarant, Board and/or the Architectural Control Committee:

(1) to repair damage to other Lots, the Common Area, streets, trees, shrubbery, or other improvements located within The Preserve subdivision, including its entranceway, that may in any way be damaged as a result of the Owner's construction and/or placement of improvements on that Lot; and/or



# The Preserve

## Excerpt From Covenants

### Techniques

1. Trees to be drawn from regional nurseries or transplanted from on site stock.
2. Existing trees over 6 inches in caliper may not be removed without approval from the Preserve Design Committee. Trees over 24 inches in diameter are to be pruned of dead wood, fertilized, and provisions made to protect the tree prior to the onset of construction per the City of Columbia tree protection ordinance.
3. A delineation of the frontage line is encouraged for all-yard buildings and mandatory along the side yard of side-yard buildings. This delineation may take the form of a hedge by itself or in combination with masonry columns, wood pickets, or wrought iron.

### Landscape Installation Standards

To satisfy the minimum landscape installation and completion requirements, a landscape must have met the following criteria:

1. Landscape Design Review submittal and approval must be consistent with The Preserve Code and Community Patterns.
2. Satisfaction of all requirements noted in Design Review.
3. Installation must be consistent with the approved plans, and all required elements must be completed.
4. All areas of property must be landscaped; either, sodded, paved, and mulched with no excessive areas of mulch left unplanted.
5. All areas of adjacent rights-of-way must be landscaped, and if sodded, done with centipede sod.
6. All visible utilities, mechanicals, etc. must be sufficiently screened from view from the public realm.
7. All parked cars, boats, etc. must be sufficiently screened from view from the public realm.
8. Linear landscape elements must be properly installed along required property lines.
9. Living fences must be planted appropriately and completely to provide a continuous hedge.
10. Hardscape elements must be constructed consistent with approved design.
11. Any issues which affect neighboring property must be resolved, i.e. drainage, erosion, encroachment, damage, etc.
12. Drainage swales on curb-less streets should not be impeded by driveways, walks, or landscape features.

Completion of the above is necessary in order to have the landscape/construction deposit refunded and/or for the Guild member to maintain membership in good standing.

### Recommended Planting List

In order to allow maximum flexibility in the design, a listing of allowable plants will not be furnished. The selection is up to the home owner and/or their designer. However foreign plants to this region as well as a few plants listed below that tend to be over used will not be allowed.

### Plants Not Allowed

Bradford Pear (or any flowering pear)

Redtip Photinia

Examples of foreign plants not allowed would be yucca, cactus, etc.

If a plant planted on your property conflicts with a neighbor's property, it is your responsibility to address and resolve the issue at your cost. If a resolution between property owners can not be reached, the Design Review Committee will resolve the issue with the cost of the resolution by the owner of the property where the plant is planted.