



ACADIA CODE

Including Phase 3

Design Guidelines for Balanced Development

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Design Guidelines for Balanced Development

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ACADIA CODE
2021 Revised

Design Guidelines for Balanced Development

INTRODUCTION

Acadia aspires to be an inviting, pedestrian-friendly community of interest, with appealing streets, civic spaces, amenities, and homes. This Acadia Code of Design (“Code”), as may be amended, offers design guidelines to supplement the Declaration of Covenants, Conditions & Restrictions for Acadia (“CCRs” or “Declaration”). This Code is intended to allow for a broad range of distinctive home styles, with the goal that no two home exteriors will be the same, giving homeowners the opportunity to create their own unique, personalized interiors, yards, and gardens. Architecture and landscape should harmonize. Achieving balance is the overall development goal for Acadia. Lasting quality and enduring designs appropriate to Acadia’s natural setting are themes that form the basis from which all buildings should evolve. Many interpretations of this character are expected and encouraged. As the architectural character of the community evolves, what should be evident in all designs is a respect for the natural and community environment.

The architecture of custom homes at Acadia should evoke the qualities of authenticity, proportionality, craftsmanship, sustainability, and aspire to be environmentally sensitive in design. Natural materials of texture, good quality doors & windows, roof forms of character, balanced and proportional architectural massing, colors of historical and community appropriateness, significant use of stone and wood, moderate use of brick and cement sidings, no vinyl siding, generally no front-loading garages, no cookie-cutter home designs, minimal lawns, minimal landscape disturbance... these are some of the primary design elements expected for Acadian homes.

The Acadia Code has been created to implement this philosophy of balance, particularly addressing architectural design and site planning in order to provide direction to Owners for the design of their dwellings, and to ensure enduring quality and value within the unique environment and community of Acadia. It is not intended to create look-alike dwellings, or suggest that all homes have identical colors and materials, but to create a harmonious architectural approach that is sympathetic to and in balance with our incredible natural setting along the Saluda River. This Code is a tool for everyone aspiring to help protect, preserve, and enhance a special environment, and a resource to help create a legacy of balance and sustainability in design and community development.

To help protect property values and assist in the design process, Acadia has established an Architectural Review Committee (ARC) with its Design Review Process, providing each Owner the opportunity to draw upon the expertise and knowledge acquired during the planning and development of Acadia. Since balanced development of Acadia is of primary concern, the ARC follows a five-step process, summarized here:

1. **The Pre-Design Conference**, during which each homesite Owner, along with his/her Architect and/or Builder, may review their ideas and the natural aspects of the homesite

with a representative of the ARC before any plans are prepared. This meeting takes place at the homesite and at Acadia's main office.

2. The **Preliminary Submittal**, at which time the ARC will review Owner's conceptual plans and topographical site plan of lot, showing accurate location of all specimen trees and proposed footprint of the home and any accessory buildings or structures. On larger lots, a tree survey is recommended but not required if the site plan otherwise delineates the location of specimen trees. This is intended to ensure conformance with these Design Guidelines and the CCRs before the Owner finalizes his/her design.
3. The **Final Submittal**, at which time the ARC will review final construction documents to confirm that they are consistent with the previously approved preliminary plans. An application can only be submitted to Greenville County for a building permit after this step is approved by the ARC.
4. The **Pre-Construction Conference**, at which the Homeowner and Builder will review the Construction Regulations with an ARC representative to ensure understanding of, and future compliance with, these regulations. No construction may commence until all fees are paid. In order to assure plan compliance, ARC's approved surveyors shall stake out the homesite location before any batter boards may go up, unless this condition is waived by the ARC.
5. The **Final Inspection** by an ARC representative, to determine whether actual construction has been completed in compliance with the approved plans and Design Guidelines.

This Design Review Process provides important checkpoints throughout design and development, so that time and money are not wasted on plans and designs which do not adhere to the Acadia Code, the CCRs, or the overall principles of Acadia, or which may be inappropriate or of improper configuration for their specific homesite setting.

Many styles and plans appropriate to Acadia are specially developed or selected for the Acadia Cottage, Manor & Estate Pattern Books. These are available at the Acadia Design Centre (#1 Village Mews Rd, Piedmont, SC 29673) to assist a homeowner select a design that fits in Acadia and meets with ARC approval. An Owner is not required to choose from these plans, nor to retain a licensed architect or designer to plan their custom home. This is strongly encouraged though, because a thorough analysis and understanding of a particular homesite is required. Architects and qualified designers can plan to an Owner's special needs and living patterns, and can usually communicate effectively to the ARC a proposed residence or improvement.

The ARC specifically reserves the right to make subjective, as well as objective, determinations of whether the Acadia Code has been met by a particular plan. The Design Review Process is intended to operate as a precondition to obtaining from Greenville County a building permit. The Acadia Design Review Process is independent of Greenville County's, and is solely intended to consider Acadia's design guidelines. Each homesite Owner bears the responsibility for the proposed dwelling's adherence to Acadia's design guidelines; each bears the additional responsibility for the proposed structure's adherence to all applicable County zoning and building

codes. This Code and the Acadia CCRs apply to all residential speculative and custom-home construction projects in Acadia, and guide but do not control utility or commercial structures, club amenities, other facilities or residences built by the Declarant.

I. PLANNING GUIDELINES

It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development in Acadia, for the mutual benefit and enjoyment of all its residents.

1. Community Concept

Acadia's site plan has been developed to encourage true southern living and neighborliness, with pedestrian-friendly paths and areas of interest, with places of serenity as well as for community & civic activity. Guided by principles of new urbanism, in particular those evolved for traditional neighborhood developments ("TNDs"), Acadia's community concept is influenced by what would be understood as "southern" in terms of style, historical reference and in architectural vernacular. Also, Acadia's style and designs draw much from the Arts & Crafts movement begun in England in the 1880s and the subsequent American Craftsman Movement. Acadia seeks the timeless feel that small towns and rural communities in the Upstate had before car-dominated suburban life changed our relationship to town, country and each other. By no means, though, is Acadia a throw-back to simpler times. Rather, Acadia is thoughtfully planned to incorporate all the amenities and infrastructure that our modern lifestyles require. Acadia aspires to find a balance between man's need for comfort and efficiency, and Mother Nature's gift of this beautiful natural setting.

Acadia is planned in 5 phases, small neighborhoods of 100 or so homes and other dwelling units on 360 acres of varied, beautiful land along the Saluda River in Greenville County, South Carolina. These neighborhoods are the Village at Acadia (phase 1), Saluda Run (phase 2), the Somes Gate Village (phase 3-4), the Sanctuary (also in phase 3-4) and Beaver Creek (phase 5). The Master Site Plan ("Master Plan") and all County-approved Final Development Plans (FDP) are on file with the ARC and available at the Acadia Design Centre. It indicates roads & trails, river front amenities, lot boundaries, sites reserved for parks, green spaces & open spaces, as well as civic buildings and other mixed uses such as village shops. The Master Plan is subject to change by Declarant as Acadia develops and grows.

2. Roads & Trails

Acadia's roads & trails are designed to be safe, low-speed (maximum 25 mph), and pedestrian-friendly. While the main roads are designed to Greenville County road standards and for its maintenance system, the private streets, gates, and alleys are designed for the convenience and privacy of residents. The concept of "meeting the public on our streets" is balanced with "meeting your neighbors on the private ways." Sidewalks follow some streets, but a network of primary and secondary trails & paths offer the pedestrian alternate routes to areas of interest and activity throughout the 360-acre site. The trails lead you to the "outdoor rooms" of Acadia, those natural settings best approached not by car, but on foot, bike or canoe. Benches, picnic tables, resting areas, and other points of interest become the furniture and art for these outdoor rooms.

3. Lot & Housing Concepts

Acadia's small neighborhoods afford a variety of lots and housing styles, hopefully something for everyone. Mixed-use buildings, such as those planned for the Village at Acadia, bring shops, offices, and dwellings together in condominiums and townhomes, creating a sense of urban density and activity, without sacrificing our rural-village scale. Gatehouses, similar in design to single-shot houses in Charleston and Savannah, have a unique style, distinctly Arts & Crafts. Acadia's single-family lots are categorized as "Cottage, Manor, Estate, and Super-Estate" lots. This reflects their general size, but since no two lots in Acadia are exactly the same, the classification is more about where the lot is located in Acadia. Each is unique, and with the goal that no two homes look the same, Acadia's restrictions on building do not apply equally to all lots. Though guided by the Code, the ARC retains discretion to grant variances to fit each case.

Homes and related structures shall be styles of American and European influence: Arts & Crafts, American Craftsman, Shingle, Cape Cod, Adirondack, Charleston & Savannah Single House, low country & Louisiana river homes, Southern Traditional & Farmhouse, Georgian, Williamsburg, English & French Country, French Provincial, Italian Tuscan, Spanish Mediterranean, and English Tudor, Cape Dutch, and French Normand. Modern and contemporary styles are permitted with these other vernaculars in Acadia; yet, they receive special attention for determining appropriateness and balance. Pattern books containing various suggested house plans are available for viewing at the Acadia Design Centre. All house plans must be pre-approved in writing by the ARC.

4. Neighborhood Standards

A. The Building Envelope & Set Backs

The "building envelope" concept is a major component of site planning for individual homesites. The building envelope is that portion of each homesite within which all improvements, including structures, decks, walks, landscape improvements, grading, privacy fencing, and all mechanical equipment are to be located, and is the only area of the homesite where alterations of, or disturbance to, the natural landscape (other than supplemental planting of approved native vegetation) may occur. The specific building envelope for each homesite is determined with each owner by the ARC at the time of the preliminary plan submittal, but no later than the Final Submittal. It is designed to protect and preserve the natural landscape features of the homesite. The ARC may approve limited encroachment outside of the prescribed building envelope where unique terrain, vegetation constraints, or restrictive lot width may warrant.

(a) No home shall be located and built upon any Lot closer to the front property line, closer to the rear property line and closer to the side property lines than those setback measurements shown below, or as may be determined by the Declarant or the ARC prior to construction of a home on each lot. The area included within these setback lines shall include the area for the building envelope, but no building shall be erected inside the building envelope unless its site placement and design are first approved by the ARC. All enclosed areas of the residence must be contained within the buildable envelope, which must include all eaves, overhangs or

gutters and foundations. None of these may extend beyond the building envelope, unless ARC approves a variance.

(b) No building shall be erected, modified, or maintained to encroach upon any maintenance, utility, drainage, or other easement or right-of-way of record or as may be designated by Declarant, and whereas certain constructed features like driveways may so encroach, no encroachment may occur without the approval of the ARC or Declarant.

(c) The ARC, in its discretion, may vary any or all of the front, rear, and/or side setback lines for the building envelope by up to 30%, and may vary limitations on building square footage by not more than ten (10%) percent increase or twenty-five (25%) percent decrease of the square footages required herein; provided, however, that so long as Declarant owns any property in the Community, Declarant may vary any setback line and square footage requirement by any amount, in its sole discretion, whether or not the lots are conveyed or platted. After Declarant retires from the ARC, any greater variance must be approved by the majority of the Board of the Acadia Owners Association.

(d) The setbacks differ depending on each neighborhood area inside the Community, and some lots may have unique setbacks, such as corner lots, established by the Declarant and as indicated on each lot plat conveyed by Declarant. Setbacks are set forth in the following chart, as follows:

Lot Number: front-yard / left side / right side / rear-yard

(*) denotes lot with setbacks subject to variance to adjust for unique features

1*	20' / 10' / 5' / 20'	(5' off easement)
2*	20' / 5' / 10' / 20'	(5' off easement)
3	20' / 10' / 10' / 20'	(5' off easement)
4	20' / 10' / 10' / 20'	(5' off easement)
5*	12' / 10' / 6' / 10'	
6	15' / 10' / 10' / 20'	(10' off easement)
7	15' / 10' / 10' / 20'	(10' off easement)
8*	12' / 6' / 10' / 5'	
9	12' / 10' / 10' / 5'	
10	12' / 10' / 10' / 5'	
11*	12' / 10' / 6' / 5'	
12	15' / 10' / 10' / 30'	(10' off easement)
13	15' / 10' / 10' / 30'	(10' off easement)
14	15' / 10' / 10' / 30'	(10' off easement)
15*	12' / 10' / 6' / 10'	
16	20' / 10' / 5' / 20'	(5' off easement)
17	20' / 5' / 10' / 30'	(5' off easement)
18	20' / 12' / 12' / 30'	
19	20' / 12' / 12' / 30'	
20	20' / 12' / 12' / 30'	
201*	20' / 10' / 12' / 25'	(10' off easements)
21	20' / 12' / 12' / 15'	(10' off easements)

22	20' / 12' / 12' / 15'	(10' off easements)
23	10' / 8' / 3' / 5'	
24	10' / 8' / 3' / 5'	

Lot Number: front-yard / left side / right side / rear-yard

(*) denotes lot with setbacks subject to variance to adjust for unique features

25*	10' / 8' / 3' / 5'	
26	5' / 3' / 10' / 5'	
27*	5' / 3' / 5' / 5'	
28*	5' / 8' / 3' / 5'	
213*	5' / 8' / 3' / 5'	
214*	5' / 8' / 3' / 5'	
29	5' / 8' / 5' / 3'	
30	5' / 8' / 3' / 3'	(2' off easement)
31	5' / 10' / 5' / 3'	(2' off easement)
32	20' / 8' / 3' / 3'	
33	20' / 8' / 3' / 3'	
34	20' / 8' / 3' / 3'	
35*	5' / 6' / 8' / 6'	(1' off easement)
36	5' / 3' / 8' / 3'	
37	5' / 3' / 8' / 3'	
38	5' / 3' / 8' / 3'	
39	5' / 3' / 8' / 3'	
40*	5' / 8' / 6' / 3'	
41	20' / 10' / 10' / 20'	(5' off easement)
42	20' / 10' / 10' / 20'	(5' off easement)
43	20' / 10' / 10' / 20'	(5' off easement)
44	20' / 10' / 15' / 20'	(5' off easement)
45	10' / 15' / 10' / 20'	(5' off easement)
46	10' / 8' / 8' / 20'	(5' off easement)
47	10' / 12' / 10' / 20'	(5' off easement)
48	10' / 12' / 10' / 5'	(5' off easement)
50	10' / 10' / 10' / 5'	(5' off easement)
51	10' / 10' / 15' / 20'	
52*	15' / 5' / 25' / 5'	(5' off easement)
53*	townhome option	
54*	townhome option	
55*	townhome option	
212-A*	townhome option	
56*	15' / 10' / 10' / 5'	(2' off easement)
57	15' / 10' / 10' / 5'	(2' off easement)
58	15' / 10' / 10' / 5'	

(2) Within the Saluda Run (Phase 2), the Somes Village (Phase 3-4), the Sanctuary (Phase 3-4), and Beaver Creek (Phase 5) neighborhoods, the minimum setbacks generally for Cottage lots are 5' to 10' for front-yards, side-yards and rear-yards; Manor lots are generally 10' to 15' for front-yards, side-yards and rear-yards; and Estate and Super-Estate lots are generally 20' to 30' for front-yards, side-yards and rear-yards, or as may be otherwise specifically set forth by the Declarant in the lot plats, FDPs, and subsequent amendments to the Acadia Code and this Declaration. ARC has discretion to modify setbacks, and grant variances to those set forth above, on a case-by-case basis, in order to better conform the proposed plan to the lot and to the community.

B. Site Work

Owner's conceptual plans are to be submitted to the ARC along with a topographical site plan of the lot that shows: (a) location of all trees over 12" caliper ("specimen trees"), (b) the proposed footprint of the home and any accessory buildings or structures, located to avoid disturbing specimen trees (the ARC may selectively grant variances for construction disturbance to specimen trees), (c) delineation of tree protection fencing, silt fencing and other best management practices required to control erosion and runoff from construction area, (d) temporary and permanent drainage features to control and avoid runoff and erosion impacts on other lots and common areas, (e) and such other information as required by the Code or the ARC. The first two items above, (a) & (b), must be included on the site plan with the Preliminary Submittal, and the other items may be added on the site plan for the Final Submittal.

If deemed necessary by the ARC, the ARC's approved surveyors shall stake out the homesite location, at homeowner's expense, before any batter boards may go up or foundation work can begin, to certify that all setbacks are correct and building envelope and placement of structures are as planned and approved by ARC.

No excessive excavation or fill will be permitted on any homesite except where specifically allowed by the ARC due to terrain considerations. Every attempt should be made to balance earthwork with minimal use of retaining walls and engineered building pads. No clear cutting of vegetation on any lot will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of every homesite. The ARC must first approve any cutting of trees greater than 8-inch caliper (measured 4' above ground) or clearing of vegetation. Care must be taken in designing the site improvements around the existing trees and vegetation so the root system remains intact and that its supply of water is maintained. Removal of trees and vegetation without ARC approval will warrant a penalty fine of \$2,000, which may be assessed as a lien on the property.

C. Grading and Drainage

Site grading and drainage must be in accordance with the approved master plan for Acadia. Site grading and drainage must occur with minimum disruption to the homesite, without altering natural drainage patterns as runoff leaves the homesite, and without creating conditions that could lead to unnecessary soil erosion or adversely impact or cast waters upon neighboring lots or common areas. In some cases, the ARC may allow the re-routing of a portion of a drainage-way within the Building Envelope. This will be considered on a case-by-case basis, but it should not

be assumed that it would be allowed in all cases. Drainage easements established by plat are not subject to relocation without approval by Greenville County. Reasons for denial of moving a drainage-way may also include the possible loss of vegetation, the visual quality of the drainage-way, or for civil engineering purposes. Surface drainage upon and across any homesite must be addressed through the implementation of sound construction and best management grading practices. Any improvement is prohibited which creates an obstruction to surface flows resulting in a back-up of storm waters onto a neighboring homesite or common area.

Ground floor habitable levels should be built at a vertical elevation at least 4' above the FEMA established Base Flood Elevation of 787' in the community, and such that the final placement of backfill, walks, drives and porches will produce positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and sidehill foundation walls on hillside homesites.

Residential designs for sloping homesites with a variation of natural grade elevation in excess of 4' across the footprint of the proposed structure must incorporate slope considerations into the design solution, so that the proposed structure steps up or down with the natural slope. Artificial terracing of sloped sites to create an engineered pad to accommodate a "flat homesite design" will not be allowed unless specifically approved by ARC. During construction, measures must be taken to eliminate erosion. When cuts and fills are required, the slopes must be at least 3-to-1 to allow for natural vegetation. Anything steeper than that will require an approved retaining wall or plant material acceptable to the ARC. The following outlines the required, in-the-field construction methods that must be performed by the contractor.

- Temporary run-off channels must be built to drain construction zones. Drainage channels must have silt screens installed at appropriate locations; silt screens should be stretched across and anchored to the bottom of the channels; temporary earthen berms or ditches for channeling may be used in lieu of silt screens.
- All storm drain inlet structures must be protected by filter fabric until the area is stabilized with vegetation and the base course of pavement is installed.
- All embankments constructed as part of cut/fill operations will be seeded and mulched within one week of final grading completion.
- All building site areas must be revegetated and grassed pursuant to the landscape plan approved by ARC, and mulched within one week of final grading completion.

D. Access Drives

Each homesite served by rear or side private alleys must be accessed by a single driveway or shared drive from the alley. Each homesite not served by rear or side alleys must be accessed by a single driveway or shared drive as outlined herein. No circular drives are allowed except on certain lots designated by the ARC, and as may be subject to Greenville County requirements and limitations on circular drives. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainage-ways, and rock outcroppings, and to minimize disruption of the existing landscape. Drives proposed to run inside of any setback, especially side-yards, must be adequately screened or buffered, and in no event shall come within 3' of a neighboring property line, unless it's a shared drive, without an ARC variance.

Except in the case of shared driveways which may be up to 16' in paved width, the graded or paved surface of an access drive generally shall not exceed 12' in width, and no more than 14' width flared from the collar (defined as at least 8' back of street curb) to the edge of street paving. Driveway surfaces are the only improvement allowed outside the building envelope, with the exception of underground utilities servicing the homesite. The proposed driving location, dimensions, and surface material of any driveway is subject to approval by the ARC. Driveways are required to be made from concrete, exposed aggregate concrete, flagstone or stone, brick or concrete pavers, or other suitable material, but not asphalt unless specifically approved by ARC. Dirt, gravel, grassed or other pervious surface driveways are excluded unless approved by the ARC for aesthetic reasons that do not conflict with the soil erosion problems such driveways can create. Pigmented concrete driveways are encouraged, but pigment color must be approved first by ARC. On lots that have driveway access on roads or alleys without concrete curbing, a concrete culvert pipe with a diameter of 15" or as required by the ARC shall be installed where necessary beneath each driveway between the road shoulder and the property line. In some cases a 15" pipe may be too large to install due to site conditions. If this is the case, the ARC will consider an alternative. The invert flowline of the pipe shall be aligned and sloped so that ditch/drainage-way storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with stone headwalls. Stone headwalls constructed of the stone type specified by the ARC must be laid according to the Acadia standard. Driveway crossings from public streets shall incorporate a collar band, minimum of 8' in depth from back of curb, of texture, material and width as approved by ARC for each neighborhood, to add a distinct demarcation of public space and private entrance. Generally, stamped or saw-cut concrete collars are not permitted. Several lots may include a shared-driveway system, if approved by the ARC.

E. On-Site Parking

No on-street over-night parking will be permitted at Acadia for homeowners, excepting temporary loading and unloading. All vehicles owned by homeowners shall display the Acadia parking decal. Any vehicle parked in a restricted area is subject to immediate towing at vehicle owner's expense.

Each single-family homesite must have an area for parking at least two automobiles within the building envelope. Manor lots must also include on-site at least one guest parking space. Estate lots must provide two guest parking spaces. The ARC may grant a variance of these requirements. Cottage lots may provide parking for one guest automobile within the building envelope, or meet this requirement through adjacent on-street parking. Motorcycles or other motorized sport crafts such as ATVs, and trailers of every size must be stored or parked within an enclosed garage so as to be completely hidden from view. Homeowners may not permanently or regularly (defined as more than 48 hours) park their vehicle in any guest parking area included on-site, unless approved by ARC. If the homeowner has more vehicles than garage or covered areas to park adequately screened from the street, then a variance must be sought from ARC with an approved design for such over-flow parking, avoiding a "parking-lot" look on-site. Off-site parking in Acadia is limited, and reserved for guests and visitors, not as a substitute for appropriate on-site parking of a homeowner's vehicles.

Homeowners and their guests with buses, motor homes, campers, boats, trailers, trucks larger than SUVs, or any other large vehicle other than a conventional automobile (generally, “oversized vehicles”), must store or park oversized vehicles within an enclosed garage or covered area of size permitted by the Code, so as to be completely hidden from street view. Oversized vehicles are typically too large for standard size garages, so other off-site storage will be required. Oversized vehicles are not permitted to be stored on homesites served by rear alleys due to the constraints such oversized vehicles impose on other homeowners and essential services needing to use the alleys. The Acadia Stables is a planned storage facility to be available in the future for rent by homeowners for oversized vehicles. Parking of a resident’s or guest’s motor home or other over-sized vehicle is prohibited everywhere in Acadia at all times, except by special temporary permission from the AOA, if granted in its discretion. When the Stables are opened, parking vehicles there is by rent on a first-come, first-served basis and as space permits.

F. Utilities

Utility services are typically stubbed to either the front or rear property line of each homesite. For utilities which may be available, such as sewer, gas, electricity, telecom, fiber optic, security, satellite and cable television, service locations are clustered (usually with those of one adjacent homesite) in utility easements located throughout Acadia. The extension of services from these stub locations to each residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. Utility trenches may not encroach into any required setback except where they cross the natural area of the homesite between the service tap and the building envelope. In most cases, this should be done where the driveway enters the property. All utility readouts must be in an easily accessible location on an exterior building wall or other location approved by the ARC. These shall be screened to prevent direct view from the streets, alley or adjacent lots to the satisfaction of the ARC.

All disturbed areas of the site must be restored to their natural condition as nearly as possible after utility work. No kerosene or propane-fired heating or appliances, excepting outdoor gas grills, are permitted in Acadia.

Each home which is intended to be connected to any technology utility provided by Acadia’s public service providers, including telephone, cable television, telecommunication, security and other systems for sending and receiving data and/or electronic signals, must meet or exceed the minimum residential wiring system standards established by Greenville County.

G. Outdoor Storage

Outdoor areas housing pools or spas, trash containers, firewood storage, maintenance or service equipment such as mowers and overflow storage shall be screened from all adjacent properties by a wall or fence. These areas must be contained within the building envelope. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location; if it is covered, only clear plastic sheeting is allowed. Garden sheds, tree houses, play stations, spas, pools, gazebos, dog runs, and other accessory buildings must be approved by the ARC for architectural appropriateness and placement.

H. Mechanical Equipment & Meters

No roof mounted or wall mounted HVAC mechanical equipment will be permitted without ARC approval. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence, and hidden from view by walls of sufficient height to fully screen it and all electrical junction boxes. The equipment and enclosure must be contained within the building envelope. Equipment must be placed with consideration to the adjacent homesite so as to minimize sight and noise intrusion on the outdoor living spaces. All electrical meters, gas meters and irrigation meters must be screened from the street, alley and adjacent homesites with a wall of sufficient height. Contact the electric company for requirements concerning placement of the screen wall. Landscaping may be considered as a method of screening on cottage, manor, or estate lots, with ARC approval.

I. Storage Tanks, Antennae & Satellite Dishes

All fuel tanks, water tanks or similar storage facilities must be first approved by the ARC, then shielded from view and installed underground. Gasoline, kerosene, propane, or diesel storage is not permitted except in 5-gallon or less containers or pressurized tanks not exceeding 20lbs, and must be kept in the home or accessory building. No ground level satellite dishes, television or radio aerials or antennas may be installed that are not adequately screened, in the ARC's opinion, from the road, adjacent homesites or public common areas. No homesite satellite dish may be installed that is larger than 24" in diameter. Removal of trees to improve reception is prohibited except by ARC approval. Umbrella covers over satellite dishes are prohibited.

J. Signage & Address Identification

All address identification and mailbox designs will be generally established for each neighborhood area in Acadia. A detail of the standard address identification numerals and colors applicable to each homesite in each neighborhood will be supplied during the pre-design conference. Conforming identification will then need to be installed at the homesite at the Owner's expense according to specifications and locations set forth in the detail. No additional signage of any kind will be permitted. Temporary signs identifying the Lot, builder, owner, architect and other information approved by ARC will be of design and color approved by ARC. Real estate sale or lease signs are prohibited, except as approved by the Declarant or ARC. This limitation on signs includes, but is not limited to, political signs, yard sale signs, party or special event signs. Additionally, no driveway reflector markers may be installed without ARC approval.

K. Lighting

Low-level uniform street lighting may be employed throughout the community. To maintain a darker sky, no additional lighting by an Owner may occur outside of the building envelope, including tree or house up-lighting. Additional site lighting is permitted within a building envelope, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low-level subdued intensity with the source of light fully shielded and directed, and is subject to approval by the ARC. Security lighting must also comply with the shielding requirement, and installed to a timed or motion detector.

L. Swimming Pools, Spas or Hot Tubs

Swimming pools, spas or hot tubs, are not permitted except with ARC approval. Most lots are not conducive to pools. If any are approved, they must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from view. All pools and spas must be constructed according to Greenville County regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent homesites, or public common areas.

M. Tennis, Sport Courts & Basketball Goals

Due to the extensive clearing required by tennis courts and other sport courts, such courts will not be permitted except as and where approved by the ARC on a case-by-case basis. Wall-mounted or freestanding basketball goals are permitted on a Lot, and support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding. Portable basketball hoops must be stored in the garage when not in use.

N. Play Structures

Play structures, tree houses, trampolines, swing sets, slides or other such play structures are considered accessory structures subject to ARC approval. Approval for such equipment may be granted if placed within fenced rear-yard areas, constructed and finished with materials which are complementary to the structure, limited in height to eight (8') feet or less, and if the colors of the equipment are not primary and overly vibrant. Generally, timber or dark-colored, powder coated steel structural components are allowed. Generally, plastic and/or brightly colored finish materials are not allowed.

O. Homesite Restrictions

No more than one dwelling residence may be constructed on any lot. Two lots may not be combined to form a larger lot, except by ARC approval. Other outbuildings such as carriage houses or detached garages with living space incorporated therein may be constructed, provided they are a visual extension of the main residence. Such "complexes" are subject to approval by the ARC. The rental of such ancillary dwelling to other than a relative of the Owner constitutes a secondary dwelling residence and is subject to ARC approval, and only then if additional adequate parking is available within the building envelope of the Lot.

II. ARCHITECTURAL DESIGN STANDARDS

1. Building Size

One of the main goals of all Owners and their Architects, Designers & Builders should be to create the highest-quality home within the smallest possible volume consistent with the satisfaction of the Owner's need for space. Minimum and maximum sizes are imposed to assure a proper balance of surrounding typology and open space within Acadia.

On designated single-family estate, manor and cottage lots, indicated on the Acadia site plan, the minimum dwelling size for estate lots is 3000 square feet of enclosed heated space, with a maximum of 6000 square feet; the minimum on all manor lots is 2,000 square feet, with a maximum of 4000 square feet; and for all cottage lots the minimum is 1600 square feet, with a maximum of 2800 square feet of enclosed heated space.

“Guest houses” are permitted under Acadia’s zoning, but applicants submitting plans for large residences may be required to reduce the massing of their project by separating the area into two or more separate building masses. For example, a separate garage mass attached to the main building mass by a covered walkway might incorporate some living area above it. Similarly, a covered walkway might connect a main residence mass with an attached ground-level guest suite or carriage house. Guest houses, carriage houses, garden houses and detached garages are limited to footprint 800 sq. feet for cottage lots, 1000 sq. ft. for manor lots, and 1400 sq. ft. for estate lots, and all are subject to approval by and variance from the ARC.

2. Prefabricated Buildings

No building that is constructed off-site and requires transportation to any homesite will be permitted. This includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and shipped as panelized systems, or are completely disassembled for transportation, may be permitted. The aesthetic merits and transportation challenges within Acadia of any such structures are subject to review and approval by the ARC.

3. Height & Massing of Structures

Allowable heights are limited by Greenville County ordinances and the Acadia Code. While building height restrictions may help protect views, this is not their primary purpose. The appearance of the Community after full development is the overriding concern. In addition to the height restrictions listed below, homesites that are situated at the intersection of two roads must have one-story elements adjacent to at least one street except as specifically approved by the ARC.

Generally, all other homesites can have no portion of a structure (except for chimney elements) exceeding a true vertical height of 36 feet above original natural grade directly below the point of measurement. On steeper homesites where the average slope across the footprint of the proposed structure exceeds 15%, the ARC may allow additional height for a limited unobtrusive ridge protection at its downslope terminus. Such relief will be considered on a case-by-case basis, and may not be construed as a blanket waiver for sloping homesites in general. It is the intent of the Code that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting. The height restriction avoids construction of homes that are too tall. Beyond the height criteria, the ARC will render individual judgments with respect to the overall scale of the proposed design in relation to its location and all surrounding uses. The ARC has the right to impose a height restriction less than what is stated herein, if it believes it is necessary due to specific site conditions.

4. Exterior Materials

There exist many traditions in upstate South Carolina architecture which will be encouraged at Acadia. A sample board (minimum 4'x 4' size) is encouraged to be submitted to ARC at Final Submittal. Once approved by ARC, it will be posted at Lot during construction, illustrating the exterior materials, finish and colors of the home. Exterior materials should generally be natural materials that blend and are compatible with or complement the native landscape. The predominant exterior wall materials will consist of stone (including cultured stone), wood (including shakes, shingles, beveled or tongue-in-groove board siding, board-on-board, board and batten, free edge boards), brick, stucco, and cementitious fiber-board siding (such as Hardieplank™). Logs may not be used as the major element, but may be used with another material, if ARC has approved the design. No all-log homes will be approved. Vinyl siding is also not permitted on any home or accessory building in Acadia. Stone & brick types will be considered for approval on a case by case basis and in the ARC's sole discretion.

Plywood siding is prohibited unless the applicant can demonstrate to ARC that a specific proposed application would result in a finished appearance indistinguishable from an individual board siding application. The use of IFIS stucco as a predominant and/or uniformly colored and textured surface finish, metal siding, fiberglass siding, vinyl siding, or asbestos siding is prohibited. Real 3-coat, hard-coat stucco is permitted, and may include an aged or mottled appearance and be incorporated as an accent material, not to exceed 40% of the exterior surface area, unless otherwise approved by ARC. The ARC may consider some high-quality composition siding products like cementitious fiber-board, which in the opinion of the ARC would be virtually indistinguishable from their natural wood counterparts. The product must be utilized in an assembly which prohibits the exposure of joint reglets. The proposed product must have a porous wood or smooth grained surface suitable for application of traditional stains or paints, with an ARC approved color.

All exterior surfaces including gutters, roof vents, and window frames are to be finished or painted. Unfinished metallic exterior wall and roof surfaces are not permitted, except by ARC approval.

The use of large scale brick or textured masonry block as an exterior finish material will be considered on a case-by-case basis, and shall be limited to accent segments of the building façade. The aesthetic merits of any combination of exterior materials are subject to review and approval by the ARC in order to maintain the architectural integrity and consistent visual experience of Acadia.

5. Entrances

Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. As such, all entries cannot exceed one-story in height. Any grandeur should be experienced upon entering the home, not worn on its exterior façade. The clean lines of restrained and understated entries are more appropriate. Entries that are too ornate, monumental, or imposing will not be approved. Trellised entries can be used as a welcoming transition between indoor and outdoor space. Entrances that are part of a covered front terrace or porch are preferred.

6. Porches, Columns, Awnings, Balconies & Arches

A core element of the Acadia concept is the utilization of the covered front porch or front-facing terrace. Properly designed, this can augment the traditional, more private use of the backyard. The front porch or landscape terrace assists this effort in four ways:

1. The focal point of the home becomes the people-oriented entrance, rather than the more typical garage-dominated entrance.
2. An enhanced sense of entry is achieved without being monumental.
3. There are often excellent views from the front of the home. A space for limited seating with the benefit of a low wall and an overhanging roof, facilitates being able to take advantage of views.
4. The living area of the home is made to feel larger by opening up to the front yard and street with an indoor/outdoor space.

Covered porches are required on Cottage lots and strongly encouraged on Manor and Estate lots. All front porches shall have a minimum 8' depth and extend at least 30% of the length of the home, unless ARC approves a variance. Stone, brick, stucco piers; wood or fiberglass columns of classical proportion; wood, stone, composite or brick posts & balustrades; iron railings and balconies with wood or composite treads; canvas awnings are acceptable. Arches should be no less than 8" in depth. Piers visible from the public streets are to be no less than 16"x16", posts no less than 8"x8", porch openings to be of vertical proportion with top and bottom rails of custom design. Cantilevered balconies of metal shall be supported by brackets, and any wood elements must be painted or stained.

7. Roofs

The roofline of each home must create its own pleasing relationship to the street, other common areas, and to its adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently irregular to break up anything which would otherwise appear too boxy or discordant with the landscape or neighboring structures. Expansive roof structures shall be articulated by way of gable or shed dormers.

Roof pitches must be 6:12 or greater for the majority of all roofed areas, with a preference for 8:12 or greater. Overhangs shall be provided at all roof edges at a minimum of 16", but 12' minimum may be approved by ARC in its discretion. Asymmetrical roofs are preferable to those which are obviously symmetrical, but the design of the home dictates the roof style. Covered terraces or porches must be fully integrated into the design of the home, and are strongly encouraged as a design element. The roofs of all two-story homes should include single-story elements. The higher masses should generally occur toward the center, with the lower profiles occurring toward the outer portions of the home. The roof design must also address the visual impact it will have on the views of the homesites that are located adjacent to and above the home. The ARC will be especially concerned with the design and construction of any flat roofs, which are permitted as a habitable deck if enclosed by balustrade or parapet. Roof penetrations and downspouts should be of copper, galvanized steel or anodized aluminum. Dormer walls must be minimum 2' from side walls.

Roof ridge vents should be incorporated and be shingle over ridge vent design. Metal vents will only be permitted for metal roofs. Roof materials permitted at Acadia include weathering Cor-Ten steel, copper, standing seam or 5-V crimp 24 gauge or heavier metal, wood shakes, slate and artificial slate, dimensioned “architectural grade #30” or better asphalt shingle, pan tile with S profile, concrete shake tiles, architectural grade fiberglass shingles, flat concrete tiles and other low reflectivity tiles. If fiberglass shingles are used, an edge cap detail must be used to finish the edge appearance. Unless otherwise approved by the ARC, the use of asphalt shingles of standard tab thickness or any asphalt roll roofing is prohibited.

8. Walls and Fencing

Building walls should be of wood (clapboard, shingle, board & batten), stone or cultured stone, brick from the master list, stucco sand or trowel finished, with white or tinted mortar. Vinyl is not permitted. Wood walls should have a minimum 3.5” trim at corners and openings. Stucco and brick homes shall have a minimum 10” frieze, and a minimum 6” frieze for wood or cement siding homes. Chimneys should extend to the ground. Masonry walls shall have a projecting water table to grade. Undercroft of decks and porches less than 5’ above grade must be enclosed by wood lattice or louvers. Foundation walls, piers, chimneys to be brick, finished stucco or stone.

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the building envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Garden walls and fences should be wood pickets of custom design, brick, stone or stucco to match the principle building, wrought iron or wood pickets in combination with brick, stone or stucco, and include gates in wood or iron. Frontage walls and fences on Cottage and Manor lots are not to exceed 1st story finish floor height along face of building, and not above 8’ height for side and rear yards and on all other lot types. Garden walls must not exceed 6’ in height, measured from existing natural grade, and they may not encroach outside the building envelope. Living walls and fences are composed of minimum 4”x 4” wood posts with 2’x 4’ welded wire fabric for vines or similar plant material. Living walls are encouraged because they have the benefit of foliage and flowers to ornament the fence, but must be maintained. The use of ornamental iron or other metal fencing is subject to approval by the ARC. Vinyl, chain link, simple clapboard wood, metal, plain concrete block, (unless veneered with stone or stucco) are prohibited.

Structural retaining walls may not exceed an above natural or finish grade height of 4’, whichever is lower. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds 4’; where terraced retaining walls are used, each tier must be separated by a minimum 4’ wide planting area. Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed surfaces and edges must be stone, brick or stucco veneer so as to blend unobtrusively with its natural surroundings. Heavy timber wood retaining wall systems may also be approved. Certain textured concrete block may be allowed upon review by the ARC if it is also used on the home. Keystone, pre-manufactured retaining wall systems, and railroad ties will not be approved.

9. Foundations

All un-faced visible surfaces of concrete masonry or concrete foundation walls and piers must receive a mortar-wash finish and shall be painted to blend unobtrusively with adjacent materials. Exposed aggregate concrete, or textured concrete block with an approved integral or applied color, may be considered in lieu of the mortar-wash appliqué. Foundation walls must step down with the grade changes so that their exposed surface does not exceed a vertical height of 8” above the finish grade at its greatest exposure. Material covering the foundation wall must be in the same plane as the wall above.

10. Chimney & Outdoor Fireplaces

Well-proportioned chimney masses can be used as sculptural features complementing the overall qualities of the home. Exposed metal flue pipes will not be approved except by ARC variance. The area (measured in plan view) of any one chimney should be no less than 12 square feet and no more than 48 square feet. Chimneys lend themselves to a variety of angular and rounded forms which can enliven the three-dimensional quality and profile of the overall design. "Doghouse" chimney tops are to be avoided, so chimneys shall not be terminated with a roofed structure, but must be terminated with an approved termination cap or shroud. Due to the extreme fire danger all chimneys, including outdoor fireplaces, must be equipped with a U.L. or I.C.B.O. approved spark arrestor. Open outdoor fire pits are prohibited unless they are natural gas or propane. All metal spark arrestors must be concealed from view by means of a chimney cap detail. Portable barbeques are permitted, provided they are lidded cookers. Permanently installed barbeque grills and outdoor kitchens must be approved by the ARC.

11. Exterior Colors

Acadia has a pre-approved palette of extensive color choices. A list of approved colors is maintained by the ARC and shall be made available at the time of the pre-design conference. Beyond this, the choice of color of exterior materials may be broad. While Acadia colors will generally blend with the natural landscape, and earth tones are recommended, accent colors which are used judiciously and with restraint may be permitted. It is the intent at Acadia to preserve the appearance of the natural landscape and yet allow for tasteful expression in the color palette. The ARC will preclude the use of colors that appear out of place and, therefore, offensive to the eye. Colors in the primary range (red, blue, white, and yellow) will not usually be permitted, nor will drastic contrasts in value (light to dark) be allowed. White should only be used as an accent or “trim” color, and “light-grey” siding stains which approach white or off-white in appearance will not usually be allowed. Because white is a trending siding color, ARC may approve some whites for the appropriate design, but bright white generally is too reflective, and therefore discouraged. Garage and exterior doors are not considered “trim”.

Proposed colors must be demonstrated to the ARC by the Final Submittal in a sample format which adequately depicts the hue, tone and shade of the proposed color in its final applications. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would be the second choice. Small color samples, printed on paper, may not accurately depict how a finished color will appear on the expansive wall of real construction materials, and are therefore discouraged. The ARC may require the color selection to be applied to an area of the home prior to approval. A series of appropriate color palettes have been prepared by the Developer as a tool helping determine

individual color proposals. These palettes are included in Acadia's Pattern Books; others may be developed from time-to-time by the Developer and will be made available at the pre-design meeting.

12. Doors, Windows, Skylights, Draperies & Shutters

Front doors are an important invitation to the public, so doors of architectural design, historical character, with stains and colors of interest are encouraged. Front doors shall generally be constructed of wood or quality composite, but not metal. Wrought iron, glass and other artistic inserts are acceptable. Side and rear doors may be of metal, but must have some architectural detail such as 6-panel design.

All windows should be of quality construction in aluminum clad, vinyl clad, composite or well-painted wood. Raw or poorly treated or covered wood windows are a maintenance concern, so the ARC will require special assurances for proper painting of wood windows. Vinyl windows are permitted, but quality of brand will be considered by ARC. Concerning style, double-hung or one-light (clear glass) windows are preferred, but single-hung are permitted. Front elevations and any other elevation facing a street that uses a window grid design must use true divided or simulated divided light (SDL) windows. For side & rear elevations not facing a street, grille-between-grille (GBG) and grille window inserts are permitted, however the preference for all elevations is for SDLs for all windows using a grid design. Concerning energy efficiency, the low emissions glass is encouraged, but not required.

Windows should not appear as openings cut into the side of a box, but rather as architectural features recessed, projected, or bordered by projections which provide a shadow pattern and reduce reflectivity. While the elevations will differ on various sides of the home, windows on all sides must be treated with the same attention to detail given to the front or street elevations, and placement shall be made to be considerate of neighbor's windows so as to respect each other's privacy.

All facades shall contain some degree of doors, windows, or other openings in the walls. Octagons, circles, hexagons, and triangles insensitively placed will not be approved. Window heads must be shaped to match roof lines or remain level. No scissor truss windows will be permitted with slopes not matching the roof line.

The glass of windows and the lens of skylights must not be highly reflective. The lens of skylights must be clear, grey or bronze. No white lenses are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames which must be anodized or finished with baked enamel. Skylights must be placed on the roof in an organized pattern that complements the roof design. All skylights must be low profile flat type. Bubble type skylights are prohibited. Interior shutters and drapery linings must be in neutral color ranges when visible from outside of the home. White is not considered a neutral color, but may be permitted by variance from ARC. Exterior shutters must be designed to fill the window shape, and if secured with dog-ears, they must be placed as designed at the base of the shutter. Plastic or vinyl shutters are not permitted.

13. Building Projections

All projections from a residence or other structure including, but not limited to, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building envelope and within the setbacks.

14. Garages & Garage Doors

Residents of Acadia are encouraged and expected to keep all garage doors closed when not in use. Garages for each residence are required, either attached or detached, accommodating at least two automobiles, unless Arc approves fewer bays; carports are prohibited unless ARC grants a variance for aesthetic reasons or site limitations. Garage doors must not dominate the residence when viewed from the street, especially in areas visible from public rights-of-way, common areas, and adjacent homesites. No garage doors over 9' in height will be allowed. Design submittals with the garage door(s) as a primary focal point from the street will be rejected. All garages, except those rear loaded from an alley, must be side entry designs, unless this proves impossible due to the topography of the lot.

One of the greatest contributors to negative feelings about residential communities is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at Acadia. When planning a home at Acadia, every attempt should be made to minimize the potential view of the garage doors from the street. Place the garage in a separate structure or as part of a separate structural mass with or without an enclosed connection to the main home, or place the entrance to the garage away from street view. When this is not possible due to topography or other site constraints, the garage doors shall be placed farther away from the street than the home's front façade, leaving the front door as the dominant image from the street, not the garage door. Effective measures that minimize the dominance of garage doors include side entries out of direct view from the street, trellises, overhangs or piers which add the softness of shade and shadow, creating a recessed garage door, can also mitigate the visual impact of the garage entrance.

Garage doors must relate to the remainder of the home's design elements. Garages must not present closed or unarticulated facades. Glazing in garage doors should be provided to reduce the impact of the doors on the rest of the community. Large or unbroken masses above garage doors will not be approved. This is where detailing and a change in the plane of the surface can be beneficial. The garage doors should be either the same color as the body of the home; or a slightly darker or lighter shade of the same color. In either case, they should not be lighter or dark enough to call attention to themselves, and color is subject to ARC variance.

Other design features include the use of single-bay doors in lieu of double-width doors. Single-bay doors divided by a substantial pier or column will usually be required by the ARC, so as to present a smaller-scale appearance relative to the rest of the structure. Some exceptions may be granted when it appears that the scale of a double-width door is proportional to the rest of the home's design, and is in keeping with the scale of the rest of the neighborhood streetscape.

Where three garage bays are planned (more than 3 require ARC variance), care must be taken in the design of the garage door planes. More than two doors are not allowed on the same plane. The third door must occur in a secondary building plane, offset by a minimum of 24 inches from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three garage doors. All garage doors must be recessed a minimum of 8”.

The use of fluorescent or other highly visible lighting may be precluded in areas where the expanse of an open garage door might cause excessive glare, particularly when visible from neighboring residences and public right-of-way or when windows are used in the garage or garage door.

15. Solar Applications and Other Structures

Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection, and would only be approved by the ARC if the hardware is integrated in the structure or landscaping of a homesite and are not visible from any other homesite or common area.

16. Dog House or Flag Poles

Dog houses and runs, and temporary and permanently installed recreational equipment or displays must be approved by the ARC. Flag poles require a variance from ARC.

17. Low Flow Toilets

All residences should incorporate the design of low flow toilets throughout the residence. Low flow is designed as 1.6 gallons per flush (or less).

18. Exterior Furnishings & Sound Systems

All outdoor furniture and sound systems must conform to the color standards as set forth by the Code for the home exterior colors. Exterior audio speakers must be an integral part of the home or concealed from view from surrounding property.

19. Changes or Additional Construction

All changes or additions to the approved plans before, during or after construction must be first approved by the ARC.

III. LANDSCAPE GUIDELINES

As homes are designed and built within Acadia, care must be taken to preserve the natural beauty intrinsic to this site. The native vegetation and unique site features are the fabric that weaves together a cohesive and distinct character for the community. Home placement on the site as well as any outdoor needs must be sensitive to the preservation and continuation of the existing natural fabric. Trees, natural vegetation, and all other site features should be incorporated and utilized to enhance the overall appearance of the home. Every method to preserve existing

vegetation must be employed. Landscaping desires should be taken into account at the Site Planning Phase. Retrofitting a home with only enhanced landscaping after the design has been established will not likely result in a solution that meets the ARC's requirements. ARC may require removal of any landscaping that does not meet or maintain Code standards.

1. Natural Area

The Natural Area is that portion of the homesite which lies outside of the Building Envelope, and must remain as a natural area left untouched and undisturbed during construction. Only plants indigenous to the general area of development may be used in the Natural Area if additional plantings are approved by the ARC. Permanent irrigation of the Natural Area and homesites with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Permanent irrigation of the Natural Area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds. Temporary irrigation of all revegetation in the Natural Areas is allowed.

2. Transitional Area

The Transitional Area is that portion of a homesite within the Building Envelope, but outside of the residence or site walls, within which an Owner may enhance the landscape. All areas of the homesites which were disturbed by construction activity must be restored and revegetated, and must be appropriately tended, until the natural vegetation is reestablished. Additional landscaping may be required in the Transition Area by the ARC. Care must be taken to allow planting space for perimeter landscaping to occur, if desired, without necessitating encroachment outside the Building Envelope. At a minimum, a landscape plan meeting the requirements of the Code will be required by the ARC in connection with its Design Review approval for each homesite. All supplementary landscaping plans must be approved by the ARC prior to implementation.

3. Approved & Discouraged Plant Lists

The ARC has approved a list of plants and trees deemed to be inherently compatible with the natural Acadia landscape, including indigenous and non-indigenous species. Such plants are listed in Appendix 'A' of the Code, along with an instructive list of plants to be avoided, that are discouraged in Acadia. Landscaping of any area visible from the adjacent street or any adjoining property is expressly limited to these approved species. Grasses, when used, must be of the types listed in Appendix 'A' and may not be a dominant component of the landscape. Any grassed area must be shaped in an organic way, and not a simple rectangle or square area. The edge condition must be naturalized and cannot be transitioned directly into the native landscape. Unless a plant is approved and listed within Appendix 'A', it is prohibited. Requests may be made to the ARC to add plants to the list if the Owner feels it has a plant of interest for consideration.

4. Plant Salvage

Whenever practicable, salvage of native plants and trees that cannot otherwise be retained on the homesite should be salvaged for reuse on site. These plants are adapted to the site, and if carefully salvaged, stored and replanted they are a valuable native plant landscape resource for

natural site restoration. These plants can help reestablish and enhance the homesites natural character. Care must be taken during the salvage operation to minimize homesite disruption and ensure the Natural Area remains undisturbed. Not all native plants on the homesite will be suitable for salvage. Many plants are too large, in an inaccessible location, poor soil, have poor survival history, or it may be unseasonable. Salvaging plants is a lengthy process and adequate time, months in many cases, must be allocated to correctly box and remove trees and large shrubs. Although salvage plants are adapted native plants, continuing special care and maintenance will be required a successful replanting. Even with careful planting some salvage plants may not survive or fully recover. If, in the opinion of the ARC whenever any salvage plants become unsightly, ARC may require the homeowner to remove and replace the salvage plant with an approved replacement.

5. Revegetation of Disturbed Areas

Existing homesite landscape disturbance may only occur within the Building Envelope for construction purposes, and only in areas approved by the ARC, and re-landscaped upon completion of construction according to the approved landscape plan. The ARC may require more landscaping if that area is destroyed in order to appear as a natural area.

Restoration means replicating all features of the existing natural landscape. This includes the first step of restoring or creating natural appearing grading shapes that blend to existing drainage ways, landforms, and site construction. No artificial or arbitrary shapes will be approved. Next, the finished exposed ground surface must match. Each homesite has its own unique pattern and colors of soil, sand, and surface rock of all sizes and patterns to be identified and replicated. No other surface treatment, such as non-site colored rock in decorative, geometric artificial shapes and patterns, etc. will be approved. Finally, trees and plants, including native grasses must be selected from a palette of existing varieties already established onsite. Blending is the transitioning from the native landscape to a designed, denser arrangement of plants. Blending allows enhanced landscape to be created immediately adjacent to the architectural structures for screening, shaping views, sun control or to soften and transition architecture and constructed improvements into the site. The interest features of these enhanced areas should be directed towards the home with the more natural appearance to the outside.

Any unsightly neglect, disturbance or damage to the homesite landscape must be repaired. Damage may occur naturally, due to approved future improvements, or for undetermined reasons. All landscape restorations must be approved by the ARC. All revegetation landscaping will require sufficient temporary irrigation to reestablish the native landscape environment. Each plant will have separate water needs and as such, the irrigation system must be flexible enough to allow for both a managed reduction in the amount of water used and also the independent selection of plants to be irrigated. Although at some point supplemental irrigation can be terminated, the irrigation system will be in place long enough to require a permanent quality, year round, underground system. All irrigation equipment must be located and screened in such a way that it is not visible from adjacent properties.

6. Groundcover

Some locations on the homesite may be approved by the ARC for an introduced or enhanced plant groundcover area. These groundcover planting areas may only be developed in the following ways:

- a. As an extension of those occurring naturally in the adjacent landscape.
- b. As, in the opinion of the ARC, they present the appearance of occurring naturally. ARC may regulate the extent of grassed areas in an effort to minimize the unnatural appearance that traditional turf or groundcover creates. Groundcover may be open, natural looking seasonal native grass areas, or low-growing seasonal native plants or vines. Permanent or artificially supported year-round green or manicured “lawns” are not approved, except in the Building Site and ARC-approved play or dog-run areas, and then only with approved grasses. Seasonal plant variation, natural growth patterns and meandering natural edges are required, along with an appropriate site comprised of logical contouring and area definition and a natural appearing reason for this area to be present. The ARC will also consider home orientation, architecture and other site improvements.

7. Turf

Turf, or “sod” as it is often called, is a quick solution to grassing a yard, but if it introduces grasses non-native to Acadia, it can become a problem. Therefore, the ARC must approve all turf landscape plans. Where approved however, only turf comprised of grasses on the Approved Plant List under “Grasses” may be planted. If at any time the ARC determines that previously approved turf varieties have become a nuisance for any reason, the ARC may require existing turf to be eliminated or replaced with another approved variety. Artificial turf may be permitted for limited areas, not front yards or entire side or rear yard areas, that serve a specific purpose, such as a dog run, a child’s play area, a putting green, but the size, location, fencing and screening of artificial turf areas is subject to ARC approval and in its discretion.

8. Hardscape

Hardscape is any non-architectural inorganic improvement or modification to the homesite’s natural surface. This includes improvements such as paths, walks, on-site parking, improved drainage ways, walls, borders, hard surface landscape areas and similar improvements. All such improvements require ARC approval prior to start of construction or installation, including proposed location, materials, colors, and any changes to the existing site or landscape.

As with all homesite landscape improvements, the landscape related hardscape must also appear natural and appropriate in the native landscape. Natural surface materials such as granite and surface rock must match the existing native colors and textures. Manufactured products such as brick, pavers, or patterned and colored concrete should closely match the adjacent natural surface color. Whether natural or man-made, they must be installed or placed in natural patterns with native grasses or compatible groundcovers planted to soften the improved area.

Walks and pathways must be narrow, 2’ to 4’ in width, and follow the Lot’s natural contours. Patios must be naturally shaped and located with minimal site modification. The finished patio must appear as if carefully sited and shaped to fit a naturally occurring location. Avoid any improvement such as elevated surfaces, curbing, swales, piping or grading that alters the approved

drainage plan for the homesite. These modifications may redirect, concentrate or pond storm water, causing erosion or water damage. Porous materials and installation methods will help reduce water runoff and damaging concentrated water flows. Ancillary hardscape improvements or associated modifications, such as revised grading, added landscaping, low walls, built-in seating, and lighting must also be carefully considered by the homeowner or builder and approved by the ARC. It is intended that any such constructed improvements feel as an extension of and relate to the approved architecture and any site and landscape improvements relate to the approved adjacent landscape character.

9. Water Features

Constructed water features are not allowed in the Natural and Transitional Areas of any homesite. Although visually attractive if correctly designed, any water artificially introduced into the natural environment may be disruptive and is discouraged. However, with the following considerations, water features may be constructed, if specifically approved by the ARC.

Water features must be designed to be in scale and relationship to the homesite architecture and designed landscape theme. All water feature mechanical equipment must be screened from view. Water features must be designed to minimize water use in both normal operation and maintenance. Water features, including the lighting, mechanical equipment, water spray, drainage, etc., must be constructed and maintained so as to not adversely affect neighboring property, native plants or animals in any way. In addition, the water feature may not create a nuisance in its mechanical operation, maintenance by attracting animals, insects or supporting non-native plants.

10. Garden Plots

Non-native planting areas may only be established and maintained if approved by the ARC. This includes natural appearing decorative gardens emphasizing flowering plants or gardens comprised of organized arrangements of flowers, non-native shrubs or vegetables. This section does not intend to prohibit enhanced planting areas of native plants in the Transition Area.

Orchards or unnatural appearing groupings of shrubs and trees may also only occur in the Private Area where not visible from neighboring property. All garden associated improvements such as tool and equipment storage or growing areas such as greenhouses must be designed as integral to the home architecture and require approval by the ARC. The intent is that no trash storage, compost areas, screens, netting or other animal barriers, lighting, irrigation or mechanical equipment may be visible from neighboring property.

In addition, no gardens or planting areas may be maintained in any form anywhere on the homesite if they contain plants listed on the Avoided List. Plants not on the Approved Plant List also require specific approval prior to planting. In addition, no plant may be maintained on the homesite if it is determined by the ARC that such a plant has created a nuisance through excessive water use or runoff, excessive litter, seeds or plant debris, or by attracting animals, insects or threatening existing native landscaping.

Other visible decorative plantings such as those in architectural planters, pots or other building related improvements may be approved if the ARC determines that their architectural design or

theme elements integrate into the constructed improvements and do not appear as site related landscaping enhancements.

11. Access to Path System

In general, all access to approved designated Acadia pathways is approved only at specifically designated trailheads. In some cases however, access from an individual homesite may be approved by the ARC. In addition to other site-specific requirements the following general conditions must be met for approval to be considered by the ARC.

- (a) All costs of the homeowner pathway improvements, maintenance, removal and restoration are the responsibility of the homeowner.
- (b) The individual homesite must be adjacent to a designated open space containing the approved path or the path must cross the homesite itself (e.g. in an easement). The ARC must approve the specific location and homeowner access improvements across the open space to the pathway.
- (c) The homeowner access to the path does not encroach upon adjacent homesites.
- (d) The location and use of the pathway may not create a nuisance to adjacent property or homesites.
- (e) The homeowner's pathway is to be used only by the homeowner for access to the approved path and may not through use or appearance become a general use "addition" to the approved path.
- (f) The pathway surface must be simply the natural existing native surface material. Pathway definition will be determined through use. The path must appear to be unobtrusive, natural in appearance, e.g. "game trail" in scale and character and follow the natural undisturbed topography. The pathway may not cause erosion. No site features may be disturbed.
- (g) Signage or graphics may be required in order to avoid confusion regarding path and pathway.
- (h) Pathway approval is temporary. The ARC may request the pathway be repaired, modified or removed and restored to natural conditions at any time the ARC considers the pathway incompatible with the intent of the path system.

IV. CONSTRUCTION & ADDITIONAL ARC GUIDELINES

In order to ensure that the natural landscape of each homesite is preserved and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements to Acadia. The Owner of a homesite, as such terms are defined in the Declaration and herein, shall be responsible for violations of this Code, including construction regulations contained therein, by any contractor, subcontractor, agent, or employee performing any activities within Acadia, whether located on the homesite or elsewhere within Acadia.

1. Construction in the Building Envelope

The building envelope, which is the limit of development on each homesite, is also the area within which all activities related to the improvements to be constructed must be confined. To this

end, the building envelope must be temporarily staked and roped off, or fenced in an appropriate manner during the duration of construction. Temporary fencing enclosing the building envelope must extend for the full street frontage so no workmen park in the natural area. Where necessary for construction of improvements directly along the edge of a building envelope, a temporary construction encroachment of up to 5 feet into the adjacent natural area may be permitted by the ARC, in its sole discretion, provided the Owner shall be obligated to re-vegetate the area of such temporary encroachment promptly following construction.

2. OSHA Compliance

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

3. Construction Site Plan and Construction Trailers

As part of the Final Submission, a construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, including approved access drives, relating to construction activities of any homesite.

Upon approval of the Construction Site Plan, a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the ARC as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the ARC.

4. Trash Receptacle & Debris Removal

Owners and builders shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site always for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the homesite or in Acadia. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washouts, from trucks and mixers, must occur within the building envelope of the homesite in a location where it will be ultimately concealed by structure or covered by back fill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Acadia.

Any clean-up costs incurred by the ARC or Declarant in enforcing these requirements shall be payable by the Owner, and the property subject to lien therefor.

5. Sanitary Facilities

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, clear of all setbacks and in a discreet location.

6. Construction Access

The approved access drive by the ARC will be the only construction access to any homesite.

7. Vehicles and Parking Areas

Construction crews will not park on, or otherwise use, undeveloped portions of homesites or open space. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the ARC. During these limited occurrences, vehicles must be off the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring homesites, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited. Restoration of any native vegetation or roadway revegetation damaged by parking along the street frontage shall be the responsibility of the homesite Owner and may be required by the ARC as a precondition to final construction approval.

8. Conservation of Native Landscape

Trees which are to be preserved must be marked and protected by flagging, fencing, or barriers outside the dripline. The ARC shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees, branches, or other vegetation removed during construction must be promptly cleaned up and removed from the construction site.

9. Excavation Materials & Blasting

If any blasting is to occur, the ARC must be notified 5 days in advance, and appropriate approvals must be obtained from Greenville County. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage's as mandated by county and state statutes, specific to their blasting activity at Acadia. The ARC shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The ARC may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas. All excess material

resulting from blasting, as well as all other excess excavation materials, must be removed from Acadia.

10. Dust & Noise Control

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any homesite; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

11. Material Deliveries

All building materials, equipment and machinery required to construct a residence on any homesite at Acadia must be delivered to and remain within the building envelope of each homesite, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Acadia overnight. Material delivery vehicles may not drive across adjacent homesites or tracts to access a construction site.

12. Firearms

The possession or discharge of any type of firearm by construction personnel on any construction site, homesite, tract or right-of-way at Acadia is prohibited.

13. Alcohol and Controlled Substances

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, homesite, tract or right-of-way at Acadia is prohibited.

14. Fires and Flammable Materials

Careless disposition of cigarettes and other flammable materials, as well as the buildup of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times. No on-site fires are allowed, except for small, confined, attended fires for the purposes of heating masonry water.

15. Pets

No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

16. Preservation of Property

The use of transit over any other homesite, common area or amenity is prohibited. Similarly, the use of transit over the natural area or setbacks outside the building envelope of any homesite is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring homesite, tract, or right-of-way.

17. Protection of Subdivision Improvements & Restoration of Property

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas or improvements of any other homesite which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees. Upon completion of construction, each Owner and builder shall clean his/her construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. In addition, the Owner and general contractor shall be held financially responsible for site restoration/revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees on sub-contracted agents.

18. Construction Signage

Signage is subject to Section (J) above and the ARC. Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. This sign is intended for job site identification only; therefore, it must be located within the building envelope, facing the street frontage of the homesite. It may identify the general contractor and designer by name with address, license number and telephone number(s) and it may identify the job site by homesite number or Owner's name, but may not include marketing related terminology such as "for sale", "available", or "offered by". The sign shall be free standing, not to exceed four feet in height above natural grade, and of a design and in a location within the building envelope approved in advance of installation by the ARC. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity. Individual signs, or construction sign attachments, identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.

19. Daily Operation

Daily working hours for each construction site shall be from 30 minutes after sunrise to 30 minutes after sunset. Construction activity which generates noise audible from the boundaries of any homesite, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:30 a.m. to 7:30 p.m. for Monday through Thursday, and 7:30 a.m. to 6:30 p.m. on Friday & Saturday. Construction activity is prohibited on Sunday of each week, and on Christmas Day, Thanksgiving Day, and Fourth of July.

20. Site Visitations

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Architectural Review observers, sales personnel, and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the job site.

21. Construction Insurance Requirements

All contractors and sub-contractors must post evidence of insurance with their homesite Owner, prior to entering the construction premises. The ARC may require each homesite Owner to provide copies of such existence of insurance as a condition to commencement of construction.

Insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the homesite Owner and Acadia as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation, and builder's risk. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

21. Vehicular Access

Prior to the start of construction activity at Acadia, each general contractor shall meet with Acadia Site Manager and prepare a "contractor's vehicle pass list" and the supporting information relating to the description and identification of construction/employee vehicles. No person or vehicle will be allowed in the Acadia community until the requisite documents are on file and the appropriate passes have been issued. The ARC may require proof of acceptable insurance as a condition of entry, and may modify these requirements anytime in its discretion.

22. Deferral of Material or Color Selection

An applicant may wish to delay the confirmation of landscaping intentions and final color or stonework selections until some point in time after the start of construction, to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use. The ARC will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the ARC has had the opportunity to review and consent to the final selections. It is advised that plan resubmittal occur before the placement of any orders for materials, to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Plan Approval; therefore application of any material, coating or finish without the requisite resubmittal to the ARC shall have the effect of voiding the approval in its entirety.

23. Site Inspection

As soon as the submission of final plans is complete, a representative of the ARC will inspect the homesite to determine that the conditions as depicted in the final submittal are accurate and complete.

24. Final Architectural Review

The ARC will review the plans and respond no later than 30 days after a submittal is complete. Results of reviews will not be discussed over the telephone by members of the ARC with an Owner or his/her Architect or Builder, and no Owner, Architect or Builder shall have the right to attend any meeting of the ARC unless specifically requested by the ARC. Any response an Owner may wish to make regarding the results of an Architectural Review must be addressed to the ARC in writing. The ARC's approval of the final design is valid for twelve months. It is necessary to receive final approval before the County will accept the drawings for a building permit application.

25. Resubmittal of Plans

In the event of any disapproval by the ARC of either a Preliminary or Final Submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional Architectural Review fee shall accompany each such submittal as required by the ARC. Design approvals for each review step remain valid for one year only. Therefore, if an application lags the fulfillment of a preceding review phase by more than twelve months, that prerequisite step must be repeated, unless waived by the ARC.

26. Commencement of Construction

Upon receipt of final approval from the ARC, and having satisfied all Greenville County review and permit processes, the Owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans promptly, but in no event later than 24 months from date of closing on the lot. If the Owner fails to begin and maintain construction within this time period, any approval given by the ARC shall be deemed revoked. The Owner shall, in any event, complete the construction of any improvement and all required landscaping on his/her homesite within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in greater hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Owner fails to comply with this schedule, the ARC, acting for Acadia, may in its sole discretion have the exterior of the improvement or any unperformed landscaping completed in accordance with approved plans or restore and re-vegetate the homesite to a natural condition, with all expenses incurred to be deducted from the Owner's Security Deposit or, if such expenses exceed the Security Deposit, reimbursed to Acadia by the Owner. Any such expenses not promptly reimbursed by the Owner shall be the basis of a lien by Acadia on such Owner's homesite.

27. Performance Deposit

Concurrent with Final Plan Submittal, the Owner shall deposit with the Declarant or the ARC the sum of ONE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (**\$1,500.00**) (the

“Performance Deposit”), and Owner shall execute and deliver the Deposit Agreement in the form attached hereto. The Performance Deposit shall be held in escrow pending the completion of construction (including clean up) of all improvement(s) described in the final submittal, approved plans and as constructed on the Owner’s Lot.

In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) cause any Damage, (ii) fail to construct the improvements in accordance with the approved plans, or (iii) fail to comply with the Code, the Declaration or any rules or regulations adopted or promulgated by either Declarant or the ARC, the Performance Deposit may be applied to, among other things, (a) repair and/or rectify the Damage or (b) enforce this Code, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance. Following Acadia’s use of all or any portion of the Performance Deposit, the Owner shall immediately pay to the Declarant or ARC, as the case may be, an amount sufficient to replenish the Performance Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) calendar days following delivery of written demand shall be deemed a material breach of the Code and the Declaration, and shall entitle ARC to (i) deny Contractor’s access to the community (including any of Contractor’s suppliers, subcontractors, employees and material men) and (ii) lien the Lot in an amount equal to the Performance Deposit deficiency. Upon tendering the Performance Deposit, the Owner shall execute and deliver to the ARC a Notice of Voluntary Lien in the form attached hereto.

Upon completion of the improvements approved by the ARC (including clean up), the Owner shall certify in a letter to the ARC (the “Certification”) that:

- i. The improvements constructed upon the Lot have been built in compliance with (a) the approved plans, (b) the Declaration, (c) the Code and all other the rules and regulations adopted for the community;
- ii. All appropriate clean-up has been made;
- iii. All required landscaping improvements have been completed; and
- iv. Neither the Owner, the Contractor, nor their respective agents, employees or representatives have caused any Damage or, in the alternative, that all Damage caused by said individual/entities has been repaired or rectified to the satisfaction of the ARC.

The Certification shall be delivered by certified mail, return receipt requested, to the address designated by ARC, and ARC shall have fifteen (15) days from the receipt thereof to (a) return the Performance Deposit less any funds expended in enforcement and/or correction, or (b) refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance. In the event that ARC refuses to return all or a portion of the Performance Deposit due to the Owner’s non-compliance, the Owner shall have the opportunity to resubmit a supplemental Certification upon remedying the issues/problems identified in the notice of non-compliance.

Contractor and Owner hereby agree to indemnify the Declarant, the ARC and the Acadia agents and employees and to defend and hold those same parties harmless for all claims, costs, fees (including court costs, witness and attorneys’ fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics’ or material men’s liens, which may be asserted against or incurred by Declarant, the ARC or Acadia agents as a result of the construction activities

by Contractor or Owner or any Damage caused by Contractor, Owner, or their respective agents, representative or employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner's lot.

28. Inspections of Work in Process

The ARC may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by ARC of work in progress or compliance with the Code.

29. Subsequent Changes

Additional construction or other improvements to a residence or homesite, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to ARC for approval prior to making such changes or additions.

30. Final Release

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the ARC. To the extent possible, the Owner will provide the ARC with CAD information on the final approved home and site layout and design. Within 10 days of such notification, a representative of the ARC shall inspect the residence or other improvement for compliance. If all improvements comply with the Code, the ARC shall issue a written approval to the Owner, constituting a final release of the improvements by the ARC, said release to be issued within 30 days of the Final Inspection. If it is found that the work was not done in strict compliance with approved plans or any portion of the Code, the ARC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the Final Inspection.

The Owner shall have 30 days from the date of notice of noncompliance within which to remedy noncompliance portions of his/her improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the ARC may take action to remove the noncompliance improvements as provided for in the Code, including, without limitation, injunctive relief or the imposition of a fine.

31. Nonwaiver

The approval by the ARC of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Code shall not constitute a waiver of the same.

32. Right of Waiver

The ARC reserves the right to waive or vary any of the procedures set forth herein at its discretion.

33. Exemptions

Utility and maintenance buildings, structures, and cabinet's location on non-residential tracts are exempted from the Code. However, the ARC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

34. Architectural Review & Sewer Impact Fees

An Architectural Review Fee of \$400 for lots will be due the ARC with the Preliminary Submittal and is non-refundable. Architectural Review fees may be charged due to re-submittals, remodels, or other special circumstances. An Acadia public sewer impact fee of \$200 per lot, regardless of lot size, is also due at Closing of Lot, prior to construction.

35. Amendment and Application of Code

The ARC may, from time to time and its sole discretion, amend or revise any portion of the Code. All such amendments or revisions shall be appended to and made part of the Code. Administrative changes may be made in like manner by the ARC; changes of a substantial nature may be recommended by the ARC for consideration by the Board of Directors of the Homeowner's Association. The ARC has full discretion to interpret the Code's provisions, and any decision or application thereof, on a case-by-case basis. Prior actions are not considered as precedent for future decisions. ARC's decisions shall be guided by the principals set forth in the Introduction to this Code of Design, and flexibility and discretion are intended to be used by ARC on a case-by-case basis for the benefit, in its opinion, of the Acadia community and its development.

36. Nonliability

The ARC, any member thereof, the Declarant, or any agent therefore, shall not be liable to any Owner or other person for any loss or damage claimed on account of any of the following:

1. The approval or disapproval of any plans, drawing and specifications, whether or not defective.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
3. The development or manner of development of any property within Acadia.

Every Owner or other person, by submission of plans and specifications to the ARC for approval, agrees that he/she will not bring any action or suit against the ARC, any of its members, or the Declarant regarding any action taken by the ARC. Approval by the ARC of any improvement at Acadia only refers to the Acadia Code, and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances and local building codes.

37. Enforcement

The ARC may at any time inspect a homesite or improvement and, upon discovering a violation of the Code, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation. A notice of violation may also be recorded by the ARC after the expiration of the time limit. If an Owner fails to comply, the ARC or its authorized agents may enter the homesite and correct the violation at the expense of the Owner of such homesite, said expense to be secured by a lien upon such homesite enforceable in accordance with the Declaration. In the event of any such violation of the Code causing damage in excess of \$10,000, the ARC may, in its sole discretion and in addition to restoration expenses, impose a punitive fine not to exceed 20% of said damages incurred by ARC.

38. Severability

If any provision of the Code, or any section, clause, sentence, phrase or work, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Code, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of the Code shall be construed as if such invalid part were never included therein.

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APPENDIX A – APPROVED PLANT LIST

Common Name	Scientific Name	Description	Preferred Conditions
TREES			
Bald Cypress	<i>Taxodium distichum</i>	Large deciduous tree with a bronze-red fall coloration	Full sun
Japanese Maple	<i>Acer palmatum</i>	Shape, size and leaf type variable.	Afternoon shade to prevent leaf scorching.
Chinese Dogwood	<i>Cornus kousa</i>	Small deciduous tree with white, pink or red flowers.	Part shade
Flowering Dogwood	<i>Cornus florida</i>	Small deciduous tree with white, pink or red flowers.	Part shade
Fringetree	<i>Chionanthus virginicus</i> <i>Chionanthus retusus</i>	Small deciduous tree with glossy green leaves and white flowers	Full sun to part shade
Redbud	<i>Cercis canadensis</i>	Small deciduous tree with raspberry flowers	Full sun to part shade
Sassafras	<i>Sassafras albidum</i>	Large deciduous tree with good fall color	Full sun
Serviceberry	<i>Amelanchier canadensis</i>	Small deciduous tree with white flowers, fruit is attractive to birds	Full sun to part shade
Sourwood	<i>Oxydendrum arboreum</i>	Deciduous tree with green foliage turning reddish in the fall. White flower in July/August.	Full sun
Sweet Bay Magnolia	<i>Magnolia virginiana</i>	Evergreen small tree with fragrant white flowers	Full sun to part shade
SHRUBS			
Abelia	<i>Abelia monanensis</i>	Deciduous shrub about 8' with very fragrant flowers	Full sun to part shade
Butterflyweed	<i>Asclepias tuberosa</i>	Typically orange-red flower	Full sun
Forsythia	<i>Forsythia 'Gold Tide'</i>	Dwarf form that only gets about 3' high covered with yellow blooms	Full sun to part shade
Fragrant Sumac	<i>Rhus aromatica 'Low Grow'</i>	Deciduous shrub, low growing, nice fall color	Full sun
Oakleaf Hydrangea	<i>Hydrangea quercifolia 'Pee Wee'</i>	Smaller growing form ultimately reaching about 5'	Part shade to shade, moist soil
Plum Yew	<i>Cephalotaxus harringtonia 'Dukes Garden'</i>	Evergreen shrub to about 3' with spreading branches	Full sun to shade
Winged Sumac	<i>Rhus copallina</i>	Large deciduous shrub, drought and heat tolerant	Full sun with good drainage

Silky Dogwood	<i>Cornus amomum</i>	White flower	Partial shade, wet soil
Spirea	<i>Spirea 'Miyabei'</i>	Deciduous shrub to about 3' with clusters of white flowers	Full sun to part shade
Summersweet / Sweet Pepperbush	<i>Clethra alnifolia 'Hummingbird'</i>	Deciduous dwarf shrub that is covered with white fragrant flowers.	Part shade, moist soil
	<i>Clethra alnifolia 'Sixteen Candles'</i>	Deciduous dwarf shrub that is covered with upright white fragrant flowers.	Part shade, moist soil
	<i>Clethra alnifolia</i>	Aromatic flowers	Part shade, moist soil
Sweet Shrub	<i>Calycahthus floridus 'Athens'</i>	Deciduous shrub to about 6' with fragrant yellow flowers	Part shade, moist soil
	<i>Calycahthus floridus 'Micheal Lindsay'</i>	Deciduous shrub to about 8' with fragrant reddish flowers	Part shade, moist soil
SHRUBS (continued)			
Viburnum	<i>Viburnum burkwoodii</i>	Deciduous shrub to about 10' with fragrant flowers	Full sun to part shade
Virginia Sweet Spire	<i>Itea virginica 'Henry's Garnet'</i>	Deciduous shrub to about 6' with white flowers	Part shade, moist soil
VINES			
Carolina Jasmine	<i>Gelsemium sempervirens</i>	Evergreen vine with yellow flowers in the spring	Full sun
Coral Honeysuckle	<i>Lonicera sempervirens</i>	Native honeysuckle, yellow to reddish flowers, attractive to hummingbirds	Full sun
Crossvine	<i>Bignonia capreolata</i>	Yellow to reddish flowers, attractive to hummingbirds	Full sun to part shade
Partridgeberry	<i>Mitchella repens</i>	Low growing groundcover, small white flowers grow in pairs	Full shade
Trumpet Creeper	<i>Campsis radicans</i>	Yellow to reddish flowers, attractive to hummingbirds	Full sun
Virginia Creeper	<i>Parthenocissus quinquefolia</i>	Low growing groundcover	Full sun to part shade
HERBACEOUS PERENNIALS			
Autumn Joy Sedum	<i>Sedum 'Autumn Joy'</i>	Pinkish flower clusters	Full sun to part shade
Christmas Fern	<i>Polystichum acrostichoides</i>	Evergreen fern	Shade, moist soil
Columbine	<i>Aquilegia vulgaris</i>	Blue flowers	Part shade, will reseed

Creeping Phlox	<i>Phlox stolonifera</i>	Great springtime color	Part shade
Dwarf Indigo	<i>Baptisia minor</i>	Blue flowers	Full sun to part shade
	<i>Baptisia 'Carolina Moonlight'</i>	Cream flowers	Full sun to part shade
Foam Flower	<i>Tiarella cordifolia</i>	Pink and White forms, many leaf forms	Shade with a good moist well drained soil
Japanese Solomon Seal	<i>Polygonatum odoratum 'Variegatum'</i>	Varigated leaf, small indescrpt flower	Shade, spreads by runners
Japanese Roof Iris	<i>Iris tentorum</i>	White and blue flowered forms	Full sun to part shade
Lady Fern	<i>Athyrium filix-femina</i>	Deciduous fern	Shade, moist soil
Lenton Rose	<i>Helleborus orientalis</i>	Colors vary green, pinkish to dark purple	Shade, will readily reseed.
New York Fern	<i>Thelypteris noveboracensis</i>	Deciduous fern	Shade, moist to wet soil
White Indigo	<i>Baptisia 'Alba'</i>	White	Full sun to part shade
Yellow Indigo	<i>Baptisia sphearocarpa</i>	Yellow	Full sun with good drainage

GRASSING REQUIREMENTS:

Grass presents a challenge to us all...too much lawn, and it's a maintenance problem, too little and you miss the green cover. Grass yards fall generally into two camps, warm season grasses like Bermuda and Zoysia (which turn a brown color in winter hibernation months), and cool season grasses like fescues (which tend to suffer in high heat and drought months unless regularly watered). Acadia is mostly part sun to shade areas, due to our river location and hardwood cover. Open fields, like our soccer field, and high traffic areas are candidates for warm season grasses, but for residential yards Acadia prefers the cool season grasses. Tall fescues are best, but not bluegrass such as Kentucky 31 variety, which is a field type. Instead, the shorter varieties (Jaguar, Rebel, ClimFine and Creeping Red) are permitted. Climate changes in the Southeastern United States have increased drought conditions, so fescues are struggling more than in the past. Therefore, warm season grasses are used, and more frequently approved by the ARC.

The best practice is to plant by seeding in the spring or fall, not summer unless water irrigation is available. Also, never cut the grass below 2.5", and 3" height is better. This will promote deeper roots and healthy greening. Creeping Red variety is especially preferred because it grows no more than 4", but is a shade-to-light sun variety. To initiate your lawn after construction, sodding is permitted, but most fescue sods are bluegrass. Instead, heavy seed with a mixture of the shorter varieties mentioned above, and then supplement with the variety that performs the best for your yard area. Rye grass is a recommended starter grass, but it will die out once the fescue has come in over the several weeks it requires to germinate. While warm grasses are permitted, some full sun areas may require them, and in such event the ARC may approve it. Even then, Zoysia is preferred over Bermuda and St. Augustine varieties, because it is less invasive.

TYPICAL LOT PLANTING REQUIREMENTS:

- **Building Improvements:**
No improvements or disturbance is allowed outside this building envelope except for the planting and irrigation of enhanced native plantings, or as permitted by ARC.
- No more than 80% of total homesite area of Manor and 70% of Estate lots may be disturbed, regardless of envelope size, without ARC variance.
- Revegetation of disturbed areas shall be completed using native grass, wildflower or approved grasses.

Many plants should be avoided. A partial list is included below as Appendix B, but it is not comprehensive. For more information about invasive plantings, visit www.invasive.org/eastern/. Also, please visit the South Carolina Native Plant Society: www.scnps.org.

APPENDIX A– Invasive Plants and Plantings to be Avoided

Common Name	Scientific Name	Description
TREES		
Bradford Pear	<i>Pyrus calleryana</i> 'Bradford'	Structurally Deficient
Chinese Tallowtree	<i>Triadica sebifera</i>	Invasive
Mimosa	<i>Albizia julibrissin</i>	Invasive
Princess Tree	<i>Paulownia tomentosa</i>	Invasive
Tree-of-Heaven	<i>Ailanthus altissima</i>	Invasive
Silver Maple	<i>Acer saccharinum</i>	Structurally Deficient
Water Oak	<i>Quercus nigra</i>	Susceptable to limb breakage, particularly due to carpenter ant tunneling
SHRUBS		
Autumn Olive	<i>Elaeagnus umbellata</i>	Invasive
Chinese Silver Grass	<i>Miscanthus sinensis</i>	Invasive
Golden Bamboo	<i>Phyllostachys aurea</i>	Invasive
Japanese Barberry	<i>Berberis thunbergii</i>	Invasive
Japanese Spiraea	<i>Spiraea japonica</i>	Invasive
Multiflora Rose	<i>Rosa multiflora</i>	Invasive
Privet	<i>Ligustrum</i>	Invasive
VINES		
Chinese Wisteria	<i>Wisteria sinensis</i>	Invasive
Common Periwinkle	<i>Vinca minor</i>	Invasive
Crown Vetch	<i>Coronilla varia</i>	Invasive

English Ivy	<i>Hedera helix</i>	Invasive
Japanese Climbing Fern	<i>Lygodium japonicum</i>	Invasive
Japanese Honeysuckle	<i>Lonicera japonica</i>	Invasive
Japanese Wisteria	<i>Wisteria floribunda</i>	Invasive
Kudzu	<i>Pueraria montana</i>	Invasive
Oriental Bittersweet	<i>Celastrus orbiculata</i>	Invasive
HERBACEOUS		
Chinese Yam	<i>Dioscorea oppositifolia</i>	Invasive
Coltsfoot	<i>Tussilago farfara</i>	Invasive
Eurasian Water-milfoil	<i>Myriophyllum spicatum</i>	Invasive
Garlic Mustard	<i>Alliaria petiolata</i>	Invasive
Hydrilla	<i>Hydrilla verticillata</i>	Invasive
Japanese Grass or Eulalia	<i>Microstegium vimineum</i>	Invasive
Japanese Knotweed	<i>Polygonum cuspidatum</i>	Invasive
Musk Thistle	<i>Carduus nutans</i>	Invasive
Purple Loosestrife	<i>Lythrum salicaria</i>	Invasive
Sericea Lespedeza	<i>Lespedeza cuneata</i>	Invasive
Water Hyacinth	<i>Eichhornia crassipes</i>	Invasive

APPENDIX B

Acadia Architectural Review Committee - ARC Fees & Schedule

While most Owners want to begin building their home promptly after their Lot Closing, custom homeowners in Acadia have up to 24 months from Closing to begin and maintain construction, and 1 year from start of building to complete construction. This is much longer than building process needs, but gives some Owners the long-range flexibility needed to move into Acadia. This does not mean, however, that an Owner should wait that long to begin the ARC review process. This should be started soon after Closing, and should not be delayed longer than 18 months after Closing, to insure compliance with the timeline requirements for building in Acadia.

- **Pre-Design Conference:**

Owner, Architect and/or Builder meet with ARC representative for approximately 30 minutes on the Lot to review ideas, house sketches, guidelines, driveway configurations, answer questions related to process, and discuss aspects of the Lot before plans are prepared.

- When: After Lot Closing. Call 864.269.1430 to schedule.
- ARC Fee: None due at this time.

- **Preliminary Submittal:**

ARC reviews house concept plan and site plan (1 set). Preparing for this step usually requires the most time by the Owner with your builder and design team to prepare construction estimates and plans.

- Site Plan Survey with Topography
- Floor Plans
- All Exterior Buildings Elevations
- Architectural Review Fee Check & Application
- Lot plan shows:
 - specimen trees (12" or larger caliper)
 - proposed footprint of home, accessory structures, setbacks, lot lines, driveway and parking areas, any special notes
- House plan shows:
 - exterior items – all elevations (w/dimensions), materials list (siding, foundation, roofing, etc.), colors (may be determined by Final Submittal), fence designs, major new landscape and hardscape items
 - floor plan (identify room use; dimensions not required)
 - door & window schedule
 - 4ft. x 4ft. sample board of exterior finish
- When: After Pre-Design meeting
 - Review meetings will be held once each month, and more frequently if needed.

- ARC assumes 15 days to respond, but typical turnaround is under 10 days.
 - ARC Fee:
 - \$400 per Lot
 - Other approximate costs Owner should anticipate:
 - design or architect fees for custom planning (varies from “price per square foot” to “fixed fee”)
 - stock house plans (ranges from \$850 to over \$5500)
 - tree survey, if required by ARC: \$350-\$500

- **Final Submittal:**

ARC final review of construction documents (1 complete set). Greenville County building permit comes after this step.

- Full Construction Documents
 - Time Schedule for Construction
 - Sample of all Exterior Materials, Colors, and Glass Specifications
 - Landscaping Plan
 - Exterior Lighting Plan and Lighting Cuts
 - Performance Bond (refundable)
 - Construction site plan
 - **When: After Preliminary Approval. Usually 15-day turnaround, or quicker, assuming application is complete when submitted.**
 - **Additional ARC Fee: None.**
 - **Construction Performance Bond (not a fee; this is like a security deposit, and is refunded after construction): \$1500**
 - **Other costs:**
 - **Sewer impact fee: \$200, if not already paid at Lot Closing**

- **Pre-Construction Conference:**

ARC’s brief review of construction procedures, which can be combined with Final Review, assuming no issues or unpaid fees.

- **When: After Final Approval**
- **Fees: None – all should be paid before this conference.**

- **Final Inspection:**

Confirm construction completed in compliance with approved plans.

- **When: Within 3 days after builder’s notice of completion.**
- **Fee: None. Performance Bond refundable.**

Please note that the ARC fees listed above are separate from homeowner’s dues to the Acadia Owners Association, as follows:

- **\$150 Association Initiation Fee (paid to AOA at Lot Closing)**
- **Annual AOA dues (pro-rated at Closing).**

- **Annual dues are billed on a calendar year basis at the beginning of the year. The Association may change the billing cycle.**

APPENDIX C – ACADIA ARCHITECTURAL REVIEW APPLICATION

(Applicant to Complete the Information Below)

Project Location:

Owner:

Architect:

Contractor/Builder:

Home Information:

Heated space: sq ft

Enclosed total: sq ft

Covered/Under Roof total: sq ft

Building Color (Name, Number, MFG, LVR):

For ARC Use Only:

Date of Application:

Scheduled Meeting Dates:

Pre-Design Meeting Date:

Preliminary Approval Date:

Final Approval Date:

Notes:

APPENDIX D – PERFORMANCE DEPOSIT

In compliance with the rules adopted by the ARC and the Board of Directors of the Acadia Homeowners Association, _____ (“Owner”), does hereby deposit with the Declarant/ARC the sum of \$1,500.00 (“Deposit”) and agrees to the following terms and conditions:

1. The Deposit shall be held as security against any Damage caused by the acts and/or omissions of Owner, his general contractor and/or their respective employees, agents or subcontractors in connection with construction of improvements on the Owner’s Lot.
2. Upon the occurrence of any such Damage, the Declarant (if prior to the Transition Date) or ARC from time to time, and without prejudice to any other remedy, may use the Deposit to, among other things, (a) repair and/or rectify the Damage or (b) enforce the Code, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance. It is expressly understood that the use of any or all of the Deposit shall not be considered a measure of the Damage nor release the Owner from paying additional amounts if the total Damage exceeds \$1,500.00.
3. Following the use of all or any portion of the Deposit, the Owner shall immediately pay to the Declarant or the ARC, as the case may be, an amount sufficient to replenish the Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) days following delivery of written demand shall be deemed a material breach of the Code and the Declaration and shall entitle the ARC to (i) deny Contractor’s access to the community (including any of Contractor’s suppliers, subcontractors, employees and material men) and (ii) lien the Lot in an amount equal to the Performance Deposit deficiency.
4. Concurrent with the delivery of the Performance Deposit, the Owner shall execute and deliver to the ARC a Notice of Voluntary Lien in the form attached hereto.
5. Neither the Declarant or the ARC nor any member thereof shall be liable to the Owner or any other person for any loss, damage or injury arising out of the payment or non-payment of the Deposit funds unless such loss, damage or injury is due to willful misconduct or bad faith of the ARC or the respective members thereof, as the case may be.
6. Upon completion of the construction of the Owner’s Lot as per the approved plans and specifications, delivery of the Certification to the ARC, and final inspection by the ARC satisfactorily indicating that no Damage as set forth in paragraph 1 remains un-remedied and that all construction has been completed pursuant to the approved plans and specifications, including landscaping plans, the Deposit or any balance thereof shall be returned to the Owner.
7. No interest shall be payable on the Deposit.
8. By signature below, the Declarant/ARC Agent acknowledges receipt of \$1,500.00 in form of : cash, check, credit card (circle one).

Executed on this _____ day of _____, 200__.

OWNER:

Address:

DECLARANT/ACADIA - ARC AGENT (Circle One)

By:

When recorded, return to:

Attention:

NOTICE OF VOLUNTARY LIEN

On _____, 200__, the undersigned, as Owner of homesite_____in Acadia community entered into that certain Deposit Agreement with Acadia which provides, among other things, that in the event of the failure of the undersigned to timely replenish the \$1,500.00 Performance Deposit mandated in the Deposit Agreement, there shall be recorded this "Notice of Voluntary Lien" in respect of the real property more particularly described on Exhibit "A" (the "Benefited Property"). The amount due and owing from the undersigned, as of the date of recordation hereof, is _____(the "Unpaid Deposit"). The undersigned hereby covenant and agree that with Acadia shall have a voluntary, consensual lien upon the Benefited Property in the amount of the Unpaid Deposit, said lien to continue until such times as with Acadia receives full payment of the Unpaid Deposit. Properly interested parties may inspect a copy of the Deposit Agreement by contacting with Acadia at _____, Attention:_____. The undersigned herewith represents and warrants that, as of the date of execution hereof, the undersigned own(s) fee simple title to the Benefited Property. This Notice of Voluntary Lien constitutes a continuing lien upon the Benefited Property and shall continue in full force and effect until released by a properly recorded instrument executed by the Acadia.

DATED this _____ day of _____, 200_____.

OWNER(S)"

STATE OF SOUTH CAROLINA

County of _____

On this _____ day of _____, 200__, before me, the undersigned officer, personally appeared _____ and _____, known to me to be the person(s) whose name(s) is (are) subscribed in the foregoing instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____