

ORDINANCE

0-07-03

ANNEXING PARCELS ON LADY'S ISLAND AND LOWER CANE ISLAND INTO THE CORPORATE LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA

WHEREAS, a petition for annexation dated January 3, 2003 for approximately 184 acres of land on Lady's Island and Lower Cane Island has been presented to the City Council, the property being more particularly described in the petition with attached maps and plats; and

WHEREAS, the property (owners) requesting annexation is contiguous to the boundaries of the present city limits of the City of Beaufort, South Carolina; and

WHEREAS, the petition set forth that this proposed annexation is requested pursuant to Section 5-3-150 (3) of the *Code of Laws of South Carolina, 1976*, as amended and contain the signatures of all freeholders of the property to annexed; and

WHEREAS, the petition contains a description of the property to be annexed;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Beaufort, South Carolina, in Council duly assembled and by authority of same that the described area is annexed into the City of Beaufort, South Carolina:

**District 200 (201) Map 18, Parcel 54;
District 200 (201) Map 18, Parcel 54D;
District 200 (201) Map 18, Parcel 215;
District 200 Map 20 Parcel 1;
District 200 Map 20 Parcel 4 (portion of); and
District 200 Map 21, Parcel 1.**

The petitioning area to be annexed is further described as follows:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 118.16 acres of highland, along with the lakes, marshes and other wetlands which are tie-barred, owned by Cane Island Retreat, L.L.C., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein. (Parcel 1)

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 25.35 acres of highland, owned by Sea Island Homeplace, L.P., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein. (Parcel 2)

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, comprised of 2 parcels, measuring approximately 13.36 acres and 25.60 acres respectively, owned by Airport Junction, L.L.C., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Numbers 201-018-0215 and 201-018-0054. (Parcel 3)

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 1.81 acres, owned by Gleason Place, L.P., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Number 201-018-0054D. (Parcel 4)

A copy of the Beaufort County Tax Maps with the parcels to be annexed shaded thereon, is attached hereto.

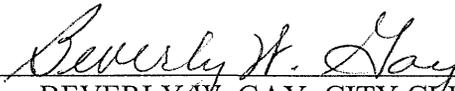
This ordinance shall become effective immediately upon adoption.



BILL RAUCH, MAYOR

(SEAL)

Attest:



BEVERLY W. GAY, CITY CLERK

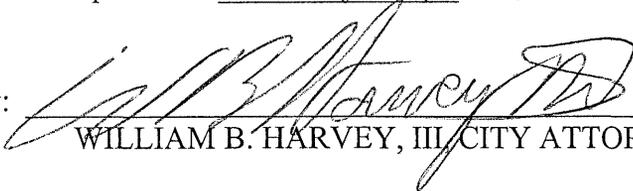
1st Reading

January 28, 2003

2nd Reading & Adoption

February 11, 2003

Reviewed by:



WILLIAM B. HARVEY, III, CITY ATTORNEY

ORDINANCE

0-06-03

APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BEAUFORT AND CANE ISLAND RETREAT LLC, AIRPORT JUNCTION LLC, HANOVER PARK LLC, SEA ISLAND HOMEPLACE LP, AND GLEASON PLACE LP PERTAINING TO 184 ACRES OF LAND (SIX PARCELS) ON LADY'S ISLAND AND 34 ACRES OF LAND (THREE PARCELS) ON PORT ROYAL ISLAND

WHEREAS, Section 6-31-30 of the *Code of Laws of South Carolina, 1976* as amended authorizes municipalities to enter into development agreements with developers; and

WHEREAS, Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, and Gleason Place LP have requested that the City of Beaufort enter into a Development Agreement pertaining to six (6) parcels of land on Lady's Island totaling approximately 184.36 acres and three (3) parcels of property on Port Royal Island totaling approximately 33.85 acres; and

WHEREAS, six of these parcels are included on a petition for annexation dated January 3, 2003, while the other three parcels are already located in the city limits; and

WHEREAS, given the amount of land proposed to be included in the Development Agreement, the length of the Agreement will be five (5) years;

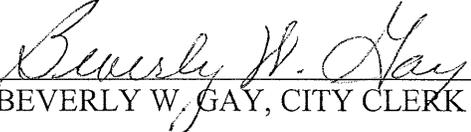
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Beaufort, South Carolina, in Council duly assembled and by authority of same, that the Development Agreement between the City of Beaufort and Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, and Gleason Place LP attached hereto is approved.

This ordinance shall become effective immediately upon adoption.



BILL RAUCH, MAYOR

(SEAL) Attest:


BEVERLY W. GAY, CITY CLERK

1st Reading January 28, 2003

2nd Reading & Adoption February 11, 2003

Reviewed by: 
WILLIAM B. HARVEY, III, CITY ATTORNEY

January 3, 2003

TO THE MEMBERS OF)
CITY COUNCIL) PETITION OF ANNEXATION
CITY OF BEAUFORT, S.C.)

We, the undersigned freeholders, owning 100% interest in the property proposed for annexation, pursuant to Section 5-3-150(3) of the South Carolina Code of Laws, 1976, as amended, do pray that your Honorable Body accept the petition and annex the enclosed described area, and enact an Ordinance declaring the area annexed to the City of Beaufort with full city privileges according to, and responsibilities required of, the said residents thereof and the lands and properties and businesses erected therein, subject only to the conditions, provisions, and limitations hereinafter set forth. The said annexation shall be upon terms, limitations, provisions, and conditions as follows:

The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of the privileges, benefits, rights and services including police, fire, water and sewer services, now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter and general special laws of south Carolina applicable to the City of Beaufort, and subject to the existing ordinances of the City.

The petitioning area to be annexed is described as follows:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 118.16 acres of highland, along with the lakes, marshes and other wetlands which are tie-barred, owned by Cane Island Retreat, L.L.C., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein. (Parcel 1)

This property shall be zoned Planned Unit Development and shall be subject to a Development Agreement which shall be approved by the landowner and the City prior to final reading of the Ordinance approving this annexation.

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 25.35 acres of highland, owned by Sea Island Homeplace, L.P., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein. (Parcel 2)

This property shall be zoned Planned Unit Development and shall be subject to a Development Agreement which shall be approved by the landowner and the City prior to final reading of the Ordinance approving this annexation.

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, comprised of 2 parcels, measuring approximately 13.36 acres and 25.60 acres respectively, owned by Airport Junction, L.L.C., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Numbers 201-018-0215 and 201-018-0054. (Parcel 3)

This property shall be zoned Planned Unit Development and shall be subject to a Development Agreement which shall be approved by the landowner and the City prior to final reading of the Ordinance approving this annexation.

also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 1.81 acres, owned by Gleason Place, L.P., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Number 201-018-0054D. (Parcel 4)

This property shall be zoned Planned Unit Development and shall be subject to a Development Agreement which shall be approved by the landowner and the City prior to final reading of the Ordinance approving this annexation.

A copy of the aforementioned plats and the Beaufort County Tax Map, with the parcels to be annex shaded thereon, is attached hereto.

NAME (PRINT)	ADDRESS	SIGNATURE	DATE OF SIGNATURE
Cane Island Retreat, L.L.C., by Fred Trask, its President	PO Box 1256 Beaufort SC 29901	Fred Trask	1-03-03
Sea Island Homeplace, L.P. by Fred Trask, its General Partner	PO Box 1256 Beaufort SC 29901	Fred Trask	1-03-03

NAME (PRINT)	ADDRESS	SIGNATURE	DATE OF SIGNATURE
Airport Junction, L.L.C. by Fred Trask, its President	PO BOX 1256 Beaufort SC 29901	Fred Trask	1-03-03
Gleason Place, L.P. by Fred Trask, its General Partner	PO BOX 1256 Beaufort SC 29901	Fred Trask	1-03-03

ORDINANCE

0-08-03

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BEAUFORT BY ZONING SIX PARCELS OF LAND ON LADY'S ISLAND COMPRISING 184 ACRES PLANNED UNIT DEVELOPMENT AND REZONING THREE PARCELS OF PROPERTY ON PORT ROYAL ISLAND PLANNED UNIT DEVELOPMENT

WHEREAS, the Mayor and City Council of the City of Beaufort, South Carolina have received a petition for annexation for approximately 184.36 acres of land on Lady's Island comprised of six parcels of property, the property being more particularly described in the petition with attached maps; and

WHEREAS, pursuant to Section 5-6024 of *The Official Zoning Ordinance of the City of Beaufort, S.C.*, an amendment to the "Official Zoning Map, City of Beaufort" is required to effect zoning classifications for the property prior to annexation; and

WHEREAS, an application has been filed to rezone property identified as District 120 (122), Tax Map 29, Parcels 103, 104D, and 215 from "HC highway commercial district" and "GC general commercial district" to "PUD planned unit development district" (PUD); and

WHEREAS, the proposed zoning/rezoning requests were presented to the City of Beaufort-Town of Port Royal Joint Municipal Planning Commission; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding zoning/rezoning of these properties on Tuesday, February 11, 2003, with notice of the hearing published in *The Beaufort Gazette* on Monday, January 27, 2003;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, as amended, that the property described below be zoned as follows, and that the "Official Zoning Map, City of Beaufort" shall be amended to reflect the same:

All that certain piece, parcel, or tract of land, together with improvements thereon, situate, lying and being on Port Royal Island, in Beaufort County, South Carolina, having and identified as District 120 (122), Tax Map 29, Parcel 103.

This parcel to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

All that certain piece, parcel, or tract of land, together with improvements thereon, situate, lying and being on Port Royal Island, in Beaufort County, South Carolina, having and identified as District 120 (122), Tax Map 29, Parcel 104D.

This parcel to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

All that certain piece, parcel, or tract of land, together with improvements thereon, situate, lying and being on Port Royal Island, in Beaufort County, South Carolina, having and identified as District 120 (122), Tax Map 29, Parcel 215.

This parcel to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 118.16 acres of highland, along with the lakes, marshes and other wetlands which are tie-barred, owned by Cane Island Retreat, L.L.C., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein.

This property to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

Also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 25.35 acres of highland, owned by Sea Island Homeplace, L.P., located on Lower Cane Island, SC, as shown on a Plat of Cane Island Retreat Planned Unit Development revised January 2, 2003, a copy of which is attached hereto and incorporated herein. (Parcel 2)

This property to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

Also:

ALL that certain piece, parcel or tract of land, with improvements thereon, comprised of 2 parcels, measuring approximately 13.36 acres and 25.60 acres respectively, owned by Airport Junction, L.L.C., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Numbers 201-018-0215 and 201-018-0054.

This property to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

Also:

ALL that certain piece, parcel or tract of land, with improvements thereon, measuring approximately 1.81 acres, owned by Gleason Place, L.P., as shown on the Plat of Airport Junction PUD revised January 2, 2003, a copy of which is attached hereto and incorporated herein. Beaufort County Tax Map Number 201-018-0054D.

This property to be zoned "PUD PLANNED UNIT DEVELOPMENT DISTRICT."

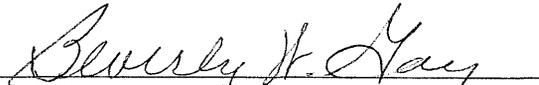
This ordinance shall become effective immediately upon adoption.



BILL RAUCH, MAYOR

(SEAL)

Attest:


BEVERLY W. GAY, CITY CLERK

1st Reading

January 28, 2003

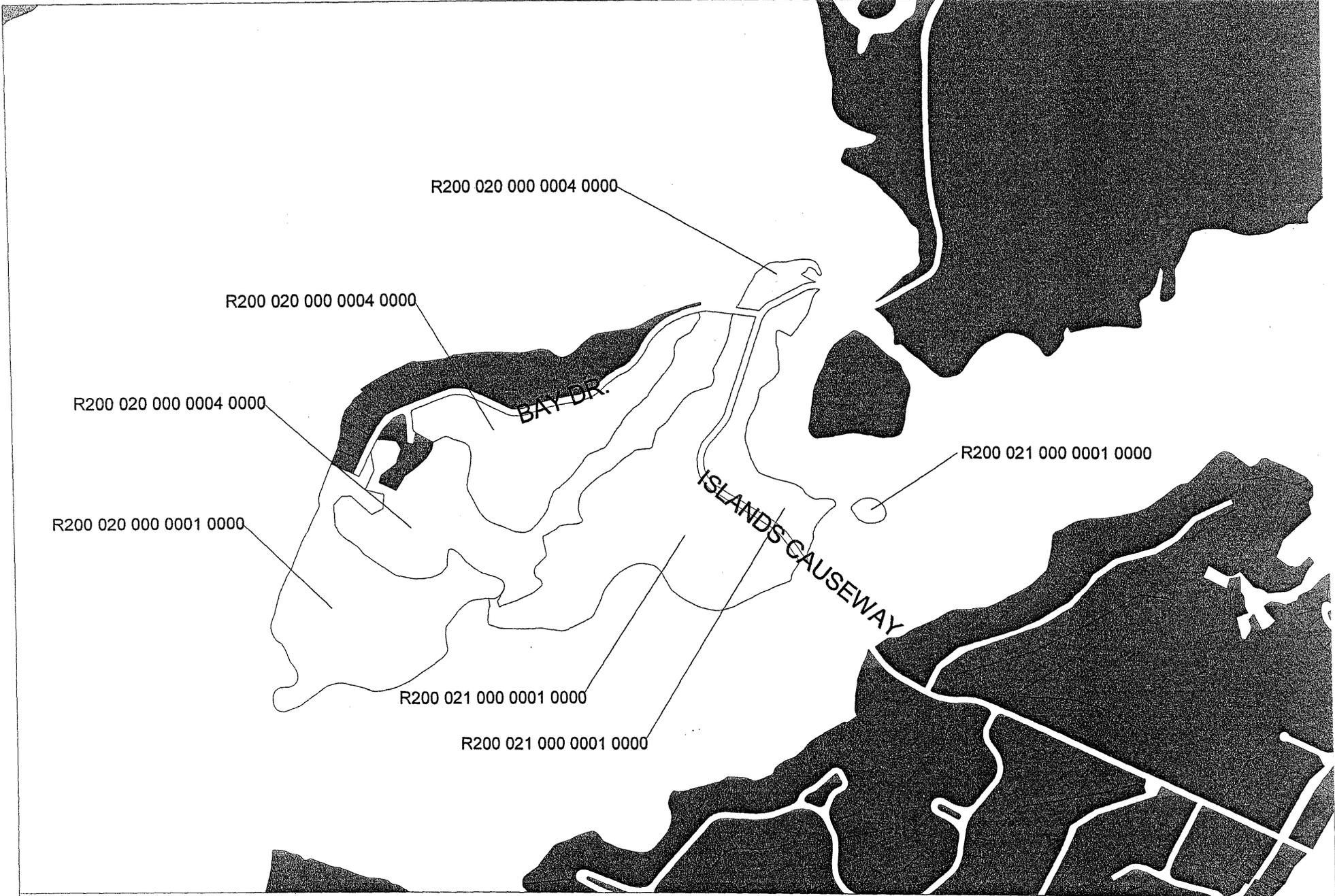
2nd Reading & Adoption

February 11, 2003

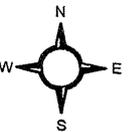
Reviewed by:

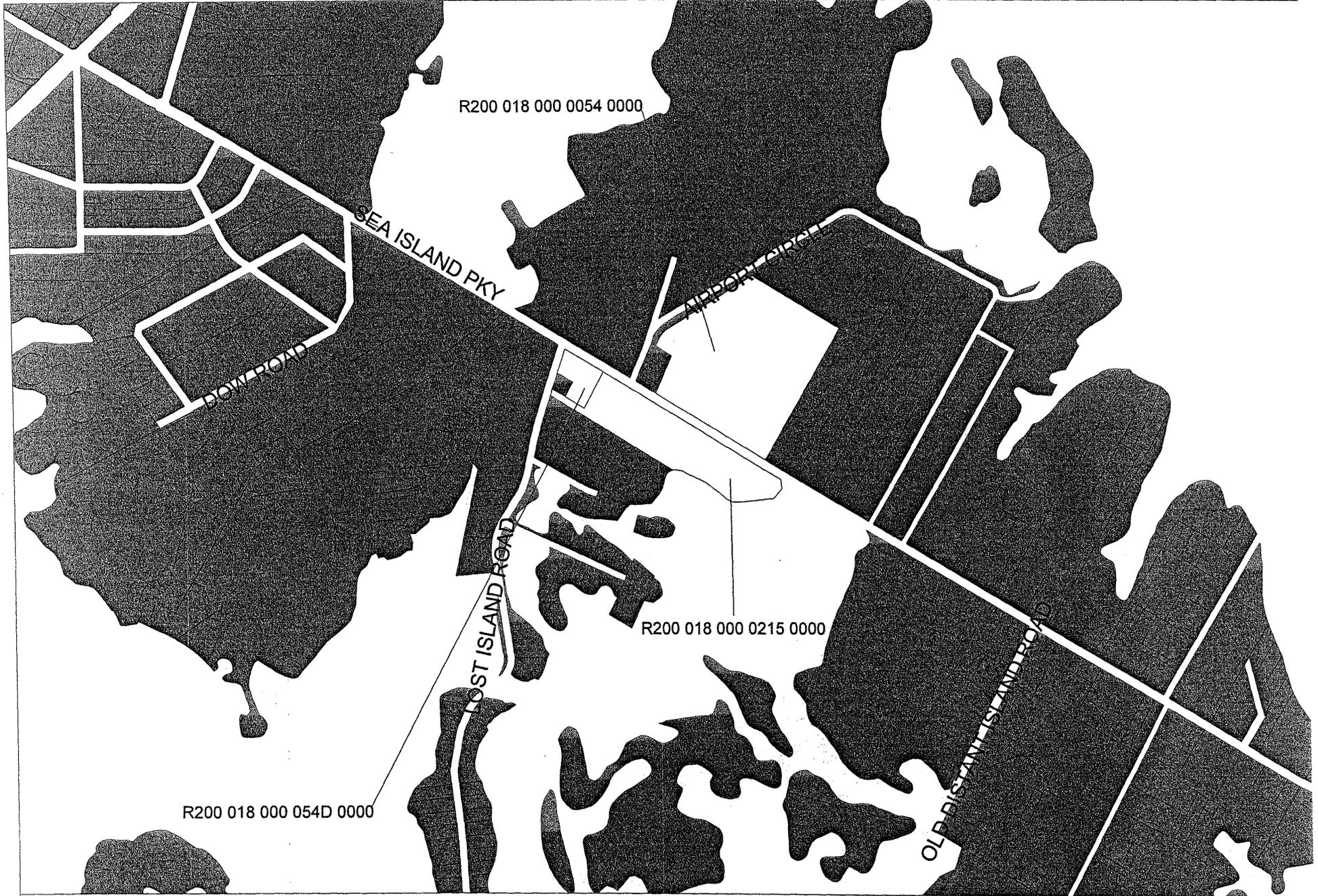


WILLIAM B. HARVEY, III, CITY ATTORNEY

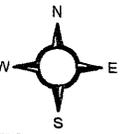


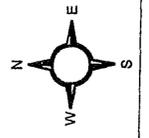
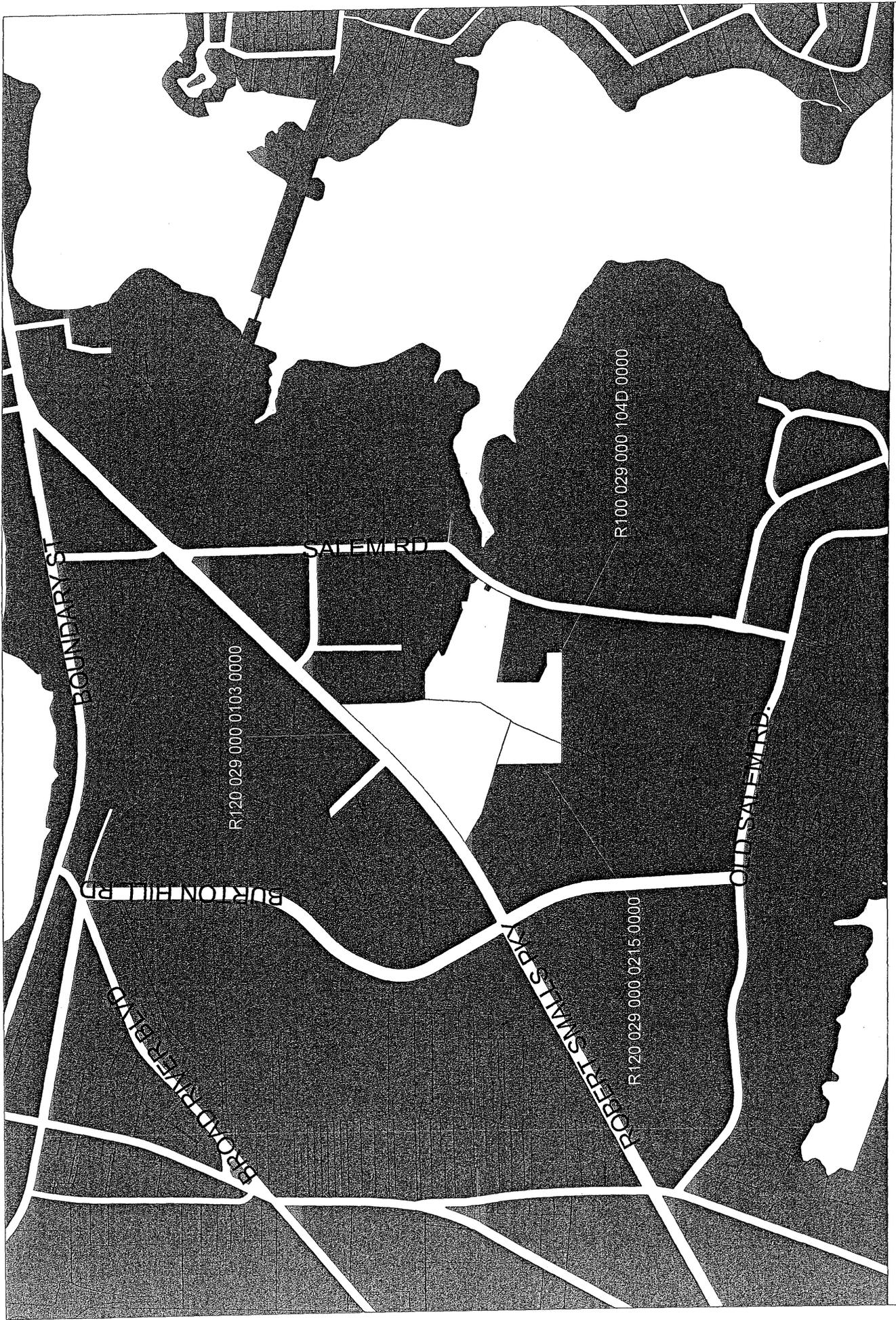
Tax Map 20/21 - Cane Island Retreat





Tax Map 18 - Airport Junction





Tax Map 29- Hanover Park

OFFICE USE ONLY

Application #: _____

Date Rec'd: _____

Property Address: _____

Applicant: Fred Trask

Phone: 524-4120

Address: P.O. Box 1256, Beaufort, SC 29901

Owner: Fred Trask

Phone: 524-4120

Address: P.O. Box 1256, Beaufort, SC 29901

Have any previous applications been made for a text/map amendment affecting these same premises: () Yes (x) No

If yes, give: File Number(s): _____

Date(s): _____

Action(s) Taken: _____

Legal Description: District 200, Tax Map 18, Parcels 54, 54D, and 215.

Tax Map 20, Parcel 1, Parcel 4 (portion); Tax Map 21, Parcel 1 District 120,

Tax Map 29, Parcel 103, 104D, and 215.

Map Number: _____

Parcel Number: _____

Present Zone Classification: PUD, LI, HC, GC

Requested Zone Classification: PUD

Total Area of Property: 218 acres

Existing Land Use: undeveloped

Desired Land Use: residential, commercial/industrial, mixed use

Reasons for Requesting Zoning Map/Text Amendment: _____

See Development Agreement

You must attached a scaled or dimensional map, plat or sketch of the tract, plot or property in question and all other adjoining lots or properties under the same ownership. Said map, plat or sketch shall indicate the approximate location of all the properties in question with respect to nearby public roads in common use.

Applicant signature: Fred B. Clark Date: 1-23-03

Note: if the applicant is not the property owner, the property owner must sign below.

Property owner signature: Fred B. Clark Date: 1-23-03

Proposed

DEVELOPMENT AGREEMENT

AMONG

**CANE ISLAND RETREAT LLC,
AIRPORT JUNCTION LLC,
HANOVER PARK LLC,
GLEASON PLACE LP,
SEA ISLAND HOMEPLACE LP**

AND

THE CITY OF BEAUFORT

Submitted
January, 2003

DEVELOPMENT AGREEMENT

AMONG

**CANE ISLAND RETREAT LLC,
AIRPORT JUNCTION LLC,
HANOVER PARK LLC,
GLEASON PLACE LP,
SEA ISLAND HOMEPLACE LP**

AND

THE CITY OF BEAUFORT

CONTENTS

1. TEXT OF DEVELOPMENT AGREEMENT
2. EXHIBITS A-1 thru A-7
3. EXHIBITS B-1 thru B-18: CANE ISLAND RETREAT TRACT
4. EXHIBITS C-1 thru C-¹²~~13~~: AIRPORT JUNCTION TRACT
5. EXHIBITS D-1 thru D-11: HANOVER PARK TRACT

DEVELOPMENT AGREEMENT

AMONG

**CANE ISLAND RETREAT LLC,
AIRPORT JUNCTION LLC,
HANOVER PARK LLC,
GLEASON PLACE LP,
SEA ISLAND HOMEPLACE LP**

AND

THE CITY OF BEAUFORT

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT)

This Development Agreement (the "Development Agreement" or the "Agreement") is made and entered into this day ^{25 February} of 2003, by and among Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, and Gleason Place LP (individually, an "Owner"; collectively, the "Owners"), and the City of Beaufort, a municipal corporation organized and existing under the laws of the State of South Carolina (the "City").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act" (the "Act"), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

~~WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning."~~ [Section 6-31-10 (B)(I)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of the government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." (Section 6-31-10 (B)(6)); and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Owners have annexed to the City the following properties, generally known as the (1) Cane Island Retreat Tract, approximately 143.53 acres, annexed on [date of annexation]; (2) Airport Junction Tract, approximately 40.83 acres, annexed on [date of annexation]; and (3) Hanover Park Tract, approximately 33.85 acres, annexed 19__ and 19__, (the "Tracts," the "Real Property" or the "Property"), and propose to develop, or cause to be developed, thereon a mixture of residential, commercial, industrial and other uses in planned unit developments;

WHEREAS, the Owners have annexed the Cane Island Retreat Tract and Airport Junction Tract in reliance on securing a Development Agreement for each of the three above-referenced Tracts in accordance with the Act, and the zoning of Planned Unit Developments for each of the three Tracts; and,

WHEREAS, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed developments and a stable and viable tax base; and,

WHEREAS, the City finds that the program of development proposed by the Owners for their Tracts is consistent with the City's comprehensive land use plan; and will further the health, safety, welfare and economic well being of the City and its residents; and,

WHEREAS, the annexation of the Tracts and the program for their development presents an unprecedented opportunity for the City to secure quality planning and growth, thoughtful concern for the environment and a strengthened and revitalized tax base; and,

WHEREAS, this Development Agreement is being made and entered between the Owners and the City, under the terms of the Act, for the purpose of providing assurances to the Owners that they may proceed with their development plans under the terms hereof, without encountering future changes of law which could materially affect the Owners' ability to develop under their plans or the cost of said development, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City of Beaufort.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and the Owners of entering into this Agreement, and to encourage well planned developments in the City by the Owners, the receipt and sufficiency of such consideration being hereby acknowledged, the City and the Owners hereby agree as follows:

1. INCORPORATION. ~~The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.~~

2. DEFINITIONS. As used herein, the following terms mean:

" Airport Junction Tract" means that certain tract of land described in Exhibits C-1 through C-13. (See Exhibit C-1 for legal description.)

" ACC" means an architectural control committee formed for a Tract as established under a declaration of Covenants applicable to said Tract.

" Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A-1.

"Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

"Apartments" means and includes multi-family apartment units, condominiums, and townhouses.

"Association" means the Community Association formed for a Tract as established under the Declaration of Covenants applicable to said Tract.

"Building Development Standards" means minimum standards for the area, width, building Setback, yard requirements, and the maximum standards for Height and building coverage, for Lots or Developed Parcels within a Tract.

"Cane Island Retreat Tract" means that certain tract of land described in Exhibits B-1 through B-18. (See Exhibit B-1 for legal description.)

"City" is the City of Beaufort, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina.

"Common Property" means "Common Property" as that term is defined under an Association's Covenants. The designation of any land and/or improvements as Common Property shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

"Community Association" means an Association formed for a Tract as established under the Declaration of Covenants applicable to said Tract. A Community Association may be responsible for the construction and/or maintenance and/or upgrading of the

infrastructure approved under this Development Agreement, including, but not limited to, roads, common areas, water, sewer and storm water management systems.

"Condominium" means a condominium unit as established under a Declaration of Covenants pursuant to South Carolina law.

"Core Commercial Zoning District" means that zoning district described in Section 5-6047 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Covenants" means and refers to a declaration of covenants for a Tract recorded in the RMC Office for Beaufort County and all amendments and supplements thereto that apply to a Tract.

"Density" means the total number of residential Lots and/or Dwelling Units permissible for a specific Tract under the terms of this Agreement. No other density requirements are applicable to a Tract.

"Developer" means the Owner and all successors in title or lessees of an Owner who undertake Development of the Property or to whom Development Rights are transferred.

"Development" means the planning for or carrying out of building activity or site work, or the dividing of land into parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property as are authorized by the Agreement.

"Development Agreement Ordinance" means the ordinance adopted by the City on ^{11 February} 2003, approving the annexation of the Cane Island Retreat Tract and Airport Junction Tract; zoning the Cane Island Retreat, Airport Junction, and Hanover Park Tracts Planned Unit Development (PUD); and allowing for the execution of this Development Agreement.

"Development Parcel" means any parcel of land on which Development may occur, including platted Lots and unplatted parcels.

"Development Permit" includes a building permit, zoning permit, subdivision approval, zoning certification, special exception, variance, certificate of occupancy or any other official action of Local Government having the effect of permitting the Development or use of property.

"Development Rights" means Development undertaken by the Owner(s) or Developer(s) in accordance with this Development Agreement.

"Dwelling Unit" means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. The term Dwelling Unit does not include an accessory building or a guest suite.

"Facilities" means ~~major capital or community improvements~~ including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. The Owner is responsible for only those specific Facilities that Owner expressly undertakes to provide in this Agreement.

"Finished Grade" means the average elevation of a Lot after site improvements. Height is measured from Finished Grade.

"General Commercial Zoning District" means that zoning district described in Section 5-6048 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"General Residential Zoning District" means that zoning district described in Section 5-6046 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Gross Leasable Area" ("GLA") or "Gross Commercial Footage" means total floor area for which a tenant pays rent or that is designed for a tenant's occupancy and exclusive use. Said floor area does not include public or common areas, such as utility rooms and stairwells enclosed or exterior. All commercial usage shall be counted toward the square footage caps in Section 16 (b).

"Hanover Park Tract" means that certain tract of land described in Exhibits D-1 through D-11. (See Exhibit D-1 for legal description.)

"Height" means elevation from Finished Grade as measured in feet and/or stories. Height in stories is the number of habitable Floors (stories) exclusive of the area below the first finished Floor. Maximum building height is indicated in the PUD documents.

"Highway Commercial Zoning District" means that zoning district described in Section 5-6051 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Impact Fees" means and refers to all fees, charges, dedications, obligations, or exactions of any kind whatsoever that may be imposed directly or indirectly by the City under existing or future City Ordinances, existing or future County Ordinances, existing or future state statutes, or as a matter of legal or equitable right arising, directly or indirectly, from any Development of the Property.

"Impervious Surface" means a surface which does not permit the absorption of storm water into the ground. This may include buildings, walkways and driveways which are impervious to storm water.

"Land Development Regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of Development and includes, but is not limited to, Local Government zoning, rezoning, subdivision, building construction, occupancy, aesthetic, environmental, road, or sign regulations or any other regulations controlling the Development or use of property.

"Laws" means all ordinances, Land Development Regulations, policies and rules, ~~custom and usage (formal or informal)~~ adopted by a Local Government affecting the Development of property and includes, without being limited to, those governing

permitted uses of property, density, design, improvement, and construction standards and specifications.

“Limited Industrial Zoning District” means that zoning district described in Section 5-6052 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Local Government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for, land Development or which provides public Facilities.

"Lot" means a Development Parcel identified in a Subdivision Plat recorded in the Beaufort County RMC office.

“MUG Zoning District” means that zoning district described in Section 5-6058 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Owner" or "Property Owner" means Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, Gleason Place LP, or a successor in title to an Owner.

“Office Commercial Zoning District” means that zoning district described in Section 5-6049 of the City of Beaufort Zoning Ordinance. Subsequent amendments by the City to

said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Parties" are the Owners and the City.

"Plans Approval Committee" (PAC) means that particular architectural control committee (ACC) formed under the covenants of the Cane Island Retreat Tract specifically in regard to Parcels I-A, I-B, I-C, 2, and 3-A, 3-B, and 3-C, as shown on the Cane Island Retreat PUD Master Plan.

"Planning Board" means the Municipal Planning Commission (and any successor entity) for the City or Beaufort.

"Project" is the Development that has occurred and will occur on the Property.

"Property" means those certain tracts or land described in Exhibits B-1, C-1 and D-1.

"Property Owner" or "Owner" means Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, Gleason Place LP, or their successors and assigns, and their successors in title (as to any portion of the Real Property) and/or assigns by virtue of assignment or other instrument. When used herein with reference to a specific Tract, Development Parcel, Lot, or specific portion or the Real Property, Property Owner shall mean and refer to that specific person or entity that has legal title to such Tract, Development Parcel, Lot, or specific portion of the Real Property. This definition of Property Owner shall not be understood to impose obligations, burdens, or liabilities on any or the particular persons or entities

comprising the Property Owner for portions or the Real Property not owned by that particular Property Owner.

"PUD Ordinance" means the Planned Unit Development Ordinance of the City of Beaufort, South Carolina, Zoning Ordinances enumerated as Section 5-6055 adopted by the City Council of the City of Beaufort on May 9, 1995 as Ordinance Number 0-08-95, establishing a Planned Unit Development Zoning District for the City of Beaufort. Subsequent amendments by the City to said Ordinance shall not be applicable to the Tracts except by amendment to this Agreement duly executed by the affected Parties.

"Real Property" is the real property described in Exhibits B-1, C-1, and D-1, and includes any improvements or structures customarily regarded as part or real property. The Real Property consists or approximately 219.55 acres, approximately 178.24 acres of which are highland.

"Setback" means and refers to the minimum distance to the nearest adjacent property line, street, or right of way.

"Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by a yard or open space.

"Subdivision Plat" means a recorded or a recordable graphic description of property prepared and approved in compliance with the Ordinances of the County of Beaufort before the effective date of this Agreement and in compliance with the Subdivision

Regulations of the City of Beaufort, South Carolina (as modified by this Agreement) with respect to the Property after the effective date of this Agreement.

"Term" means the duration of this Agreement as set forth herein.

"The Tracts" means all of those parcels constituting the Real Property as shown in Exhibits B-1, C-1, and D-1, collectively, i.e., the Cane Island Retreat Tract, the Airport Junction Tract, and the Hanover Park Tract.

"Tract" means any of those parcels constituting the Real Property as shown in Exhibits B-1, C-1, and D-1. For purposes of this Agreement, these Tracts may be referred to respectively as the Cane Island Retreat Tract (Exhibit B-1), the Airport Junction Tract (Exhibit C-1), and the Hanover Park Tract (Exhibit D-1).

"Vested Units" means the total number of Dwelling Units authorized on any portion of the Real Property by this Agreement.

"Vested Commercial Footage" means all the Gross Leasable Area or Gross Commercial Footage authorized on any portion of the Real Property by this Agreement.

"Zoning Board of Appeals" or "ZBA" means the Zoning Board of Appeals for the City of Beaufort (and any successor entity).

"Zoning Regulations" means this Agreement, as may be amended by mutual agreement of the City and an Owner, the Development Agreement Ordinance, and the PUD Ordinance, as such PUD Ordinance has been amended in its application to the Tracts by this Agreement.

3. PARTIES. The Parties to this Agreement are the Property Owners and the City. When used herein with reference to a specific Tract, Development Parcel, Lot, or other specific portion of the Real Property, Party shall mean and refer to that specific person or entity that has legal title to or interest in such Tract, Development Parcel, Lot, or specific portion of the Real Property. If portions of this Agreement apply to one or more, but not all, of the entities or persons comprising the Property Owners, those particular Parties may be separately referred to.

4. RELATIONSHIP OF THE PARTIES. This Agreement creates a contractual relationship between the City and each Owner. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein a Party may be held responsible for the acts of any other Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby one Party may be rendered liable in any manner for the debts or obligations of another Party, to any person or entity whatsoever, whether such debt or obligation arises under this Agreement or outside of this Agreement.

5. WARRANTY OF OWNERSHIP. The Property Owners warrant that there are no other legal or equitable owners of the Real Property.

6. BENEFITS AND BURDENS. The City and the Property Owners agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure to, each of them and to their successors in interest; and, in the case of the Property Owners, to their heirs and personal representatives, successors in title and/or assigns.

7. CONSISTENCY WITH THE CITY'S COMPREHENSIVE LAND USE PLAN AND LAND DEVELOPMENT REGULATIONS. The City agrees and represents that this Agreement is consistent with the City's Comprehensive Land Use Plan and Land Development Regulations.

8. DEVELOPMENT AGREEMENT GOVERNS. Whenever express or implied substantive provisions or standards contained in this Agreement are inconsistent or in conflict with provisions or standards in the Ordinances of the City of Beaufort or other Laws of a Local Government, the provisions or standards set forth in this Agreement shall govern.

9. LEGISLATIVE ACT. Any change in the provisions or standards established by this Agreement (or to Laws pertaining to the same) shall require the approval of the City Council, subject to compliance with applicable statutory procedures and consistent with the provisions of this Agreement and the Act. This Agreement constitutes a legislative act of the City Council of the City. The City Council entered into this Agreement only after following procedures required by the Act and the adoption of the Development Agreement Ordinance No. 0-06-03 This Agreement shall not be construed to constitute a debt of the City as referenced in S.C. Code Section 6-31-145.

10. APPLICABLE LAND USE REGULATIONS.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement, the Act, or the Development Agreement Ordinance, the Laws applicable to Development of the Real Property that is subject to this Agreement are

those in force at the time of execution of this Agreement. In accordance with Section 6-31-10 of the Act, the City shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the City has held a public hearing and has determined: (1) the proposed subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing this Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare, and the proposed subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) the provisions of this Agreement applicable to the proposed subsequent Laws or Land Development Regulations are based on substantially and materially inaccurate information supplied by the Property Owner.

(b) Subdivision Regulations.

(i) General. ~~The Subdivision Regulations of the City~~ attached as Exhibit A-2, as modified in this Agreement shall apply to the Real Property. Any express provision in this Agreement shall control and govern if there are provisions in the Subdivision

Regulations which are inconsistent or incompatible with the provisions of this Agreement.

(ii) Individual Lot Plats. The City agrees to approve plats for individual Lots that comply with the Subdivision Regulations as modified herein. The Property Owner may submit individual Lot Plats for approval; the Subdivision Regulations shall not be interpreted to require the Property Owner to submit plats for multiple lots.

(c) Zoning Ordinance. Section 5-6055 of the Zoning Ordinance of the City, attached as Exhibit A-4, as modified by Exhibit A-5, applies to the Real Property. Exhibit A-7 outlines other modifications to the Zoning Ordinance.

11. BUILDING CODES AND LAWS OTHER THAN LAND USE REGULATIONS. In accordance with Section 6-31-160 of the Act, and notwithstanding any provision which may be construed to the contrary in this Agreement, the Property Owner must comply with any building, housing, electrical, plumbing, fuel/gas, fire, and mechanical codes subsequently adopted by the City or other governmental entity, as authorized by the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, plumbing, fuel, gas, fire, and mechanical codes subsequently adopted by the City or other governmental entity, as authorized by the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power

of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 10 herein.

12. TERM OF THE AGREEMENT. The initial term of this Agreement shall commence on the date this Agreement is executed by the City and the Owners or the effective date of the annexation of the Property, whichever occurs later, and terminate five (5) years thereafter; provided however, that the term of this Agreement shall be renewed for three successive five (5) year periods, absent a material breach of any term of this Agreement by the Owner or any Developer during the initial or any renewal term, as applicable. In the event other real property in which, directly or indirectly, the Owners or entities controlled by them have an ownership interest, is annexed into the City, or in the event the Owners are instrumental in having real property owned by others annexed into the City, the City and the Owners agree to consider an amendment of this Agreement to include said other property on terms similar to those governing the Real Property. The additional highland acreage resulting from such inclusion shall be added to the previous highland acreage for purposes of determining the total highland acreage. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the term by mutual agreement or from entering into subsequent development agreements.

13. DEVELOPMENT OF THE PROPERTY. The Property shall be developed in accordance with the Zoning Regulations. The City shall, throughout the Term,

maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by Section 6-31-90 of the Act. The Property is intended to be developed in accordance with the development schedules, attached as Exhibits B-2, C-2, and D-2.

Pursuant to Section 6-31-60(8) of the Act, the failure of the Owners and Developers to meet the development schedules shall not, in and of itself, constitute a material breach of this Agreement, but shall be judged based upon the totality of circumstances, including, but not limited to, the good faith efforts made to attain compliance with the development schedules.

14. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE REAL

PROPERTY. Owners and Developers shall have vested rights to undertake

~~Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein, and as may be modified in the future pursuant to the terms hereof, in accordance with this Development Agreement and the Act, for the entirety of the Term. Future enactments of, or changes or amendments to, City ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act.~~

(a) Vested Rights. Subject to the provisions of Section 10 of this Agreement, all rights accorded the Property Owner by this Agreement shall immediately constitute vested rights for the ~~Development of the Real Property.~~ Section 10 of this Agreement does not abrogate any rights either preserved by Section 6-31-140 of the Act, or that may have vested pursuant to common law or otherwise in the absence of a development agreement.

(b) Vested Rights to Complete Construction Previously Approved or in Progress.

The Property Owner shall have the vested right to commence and complete land development or construction on the Real Property as previously approved or already in progress at the time of the effective date of this Agreement in accordance with plans previously approved by Beaufort County or in accordance with permits previously granted by Beaufort County. Land Development or construction shall be deemed to have commenced when either site work or building construction has been started. If the Property Owner has duly obtained a development permit or a building permit from Beaufort County, Property Owner shall have the vested right to commence and complete development and construction in accordance with the plans approved by Beaufort County.

(c) The Three (3) Tracts. For purposes of this Agreement, the Real Property has been divided into three (3) Tracts: 1) The Cane Island Retreat Tract; 2) The Airport Junction Tract; and 3) The Hanover Park Tract. These Tracts are described in Exhibits B-1, C-1, and D-1, respectively.

(d) Vested Rights for Each Tract. Each Tract is entitled, as a vested right of the Property Owner, to the Design Standards, Development Standards, uses, Densities, Dwelling Units and other Development Rights as set forth generally herein and as to each Tract specifically, including, without being limited to, the vested rights described in Sections 14, 15, and 16.

15. VESTED RIGHTS AS TO PERMITTED USES FOR THE TRACTS.

(a) Uses. All residential or commercial or other uses allowed City-wide now or in the future by the City's ordinances as well as those listed in Exhibits B-4 and Exhibit B-5 (in respect to the Cane Island Retreat Tract), Exhibit C-4 (in respect to the Airport Junction Tract), and Exhibit D-4 (in respect to the Hanover Park Tract) shall be considered to be vested and permitted as a matter of right on the Real Property.

Permitted uses shall not be transferred from one Tract to another Tract. Exhibit B-5 shall govern accessory uses.

(b) Mixed Uses. If more than one permitted use applies to a Tract or portion of a Tract, the City shall allow the permitted mixed land uses to occur on any particular Lot or Development Parcel within a Tract.

16. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE TRACTS.

(a) Total Dwelling Units/Density. The combined total number of Dwelling Units located on the acres of the Real Property shall not exceed 640 Dwelling Units (Cane Island Retreat: 305 Dwelling Units; Airport Junction: 24 Dwelling Units; Hanover Park: 311 Dwelling Units) for a gross density of 2.91 Dwelling Units per acre. The Density for each Tract shall not exceed the figures shown in Exhibits B-6, C-3, and D-3. Accessory buildings and guest suites which do not contain kitchens shall not be counted toward this cap.

(b) Civic/Commercial/Industrial Square Footage Limitations. Total GLA or Gross Commercial/Limited Industrial Footage on the Tracts shall not exceed 1,224,900 square feet ("SF"), as follows: Cane Island Retreat (80,000 SF commercial, plus 80,000 SF

civic, for a total of 160,000 SF); Airport Junction (250,000 SF highway commercial, plus 340,000 SF limited industrial/general commercial, for a total of 590,000 SF); Hanover Park (474,900 SF commercial), as outlined in Exhibits B-3, C-3, and D-3.

(c) Building Development Standards and Design Standards.

i. Cane Island Retreat Tract: minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, Setback and yard requirements shall be in accord with Exhibit B-7. The ACC shall have the authority to vary any numerical standard by up to ten per cent. The Property Owner, through an ACC, shall establish limitations for total ground coverage of all Impervious Surfaces including building footprint, decks, and walkways.

ii. Airport Junction Tract: minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, Setback and yard requirements shall be in accord with Exhibit C-5. The ACC shall have the authority to vary any numerical standard by up to ten per cent. The Property Owner, through an ACC, shall establish limitations for total ground coverage of all Impervious Surfaces including building footprint, decks, and walkways.

iii. Hanover Park Tract: minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, Setback and yard requirements shall be in accord with Exhibit D-5. The ACC shall have the authority to vary any numerical standard by up to ten per cent. The Property Owner, through an ACC, shall establish limitations for total ground coverage of all Impervious Surfaces including building footprint, decks, and walkways.

(d) Design Review

i. Cane Island Retreat Tract: the design of the Development on the Tract shall be governed by the ACC. Property Owner shall not be required to obtain the consent of, nor submit to review by, any aesthetic design body or architectural review board established by the City, except in respect to Parcel 5, which shall be subject to design review by the City of Beaufort Corridor Development Board or any successor.

ii. Airport Junction Tract: the design of the Development on the Tract shall be governed by the ACC and the City of Beaufort Corridor Development Board and any successor thereof.

iii. Hanover Park Tract: the design of the Development on the Tract shall be governed by the ACC and the City of Beaufort Corridor Development Board and any successor thereof.

17. EXISTING STRUCTURES/IMPROVEMENTS/LOT SIZE. The existing Lot sizes, houses, buildings, and other structures and improvements installed and situated on all Tracts at the time of the execution of this Agreement and annexation into the City shall be deemed to be conforming, and no change to them will be necessitated by the ordinances or the City.

18. FACILITIES. Although the nature of this long-term Project prevents the Property Owners from now providing exact completion dates (see Exhibits B-2, C-2, and D-2), the Property Owners certify that the following Facilities will be in place (or if not fully in place, the cost of their construction bonded or letter of credit posted) at the times

provided below, and as to roads and other necessary infrastructure, at the times Lots or Dwelling Units in subdivided real property are offered for sale to the public. Subject to compliance with applicable Laws and with all provisions of this Agreement, the City hereby authorizes the Property Owners to install the Facilities which they have undertaken to provide herein.

(a) Private Roads. All roads within the Property may be constructed by the Owners and/or Developers, and maintained by them and/or a Community Association, or dedicated to other appropriate entities. The City of Beaufort will not be responsible for the construction or maintenance of any private roads within the Property, and the Owners and/or Developers and/or Community Association shall continue the maintenance thereof. No traffic studies or other studies shall be required by the City.

(i) Paving. In respect to the Cane Island Retreat Tract only, and notwithstanding any provision herein to the contrary, nothing in this Agreement shall be construed to create an obligation on the Cane Island Retreat Tract Property Owner to pave all private roads, provided all building and fire codes are met. Additionally, to preserve the existing rural character, the Property Owner may desire to install private roads that are designed to be unpaved. Nothing in this Agreement or the ordinances of the City shall be construed or enforced, as the case may be, to require the paving of these roads and streets unless the Property Owner consents in writing. This provision shall be effective even if the Property Owner makes application and files the required plans and plats to

accomplish the subdivision of portions of the Real Property. The Property Owner does not have to comply with the City's standards for streets, even if the Property Owner paves all or a portion of a private road, provided the Property Owner or the Community Association owns and maintains said private roads.

(ii) **No Implied Dedication.** The recording of a final plat or plan subdividing a portion of the Real Property shall not constitute an offer to deed or dedicate any or all streets and rights of way shown thereon to the City, unless the plat or plan specifically and expressly makes such an offer.

(iii) **Trees Near Roads or Streets.** Rights of way within the Tracts may have trees within five feet of the edge of pavement if the Property Owner determines that such trees add to the character and aesthetic harmony of the Development in that portion of the Real Property. Nothing in this Agreement or in the City's ordinances shall be construed or enforced, as the case may be, to require the removal of trees because of their proximity to existing or new private roads, provided all building and fire codes are met.

(iv) **Controlled Access.** The City agrees that the Property Owner reserves the right to limit access to the private roads within the Project, provided the road in question has not been expressly dedicated to the City.

(v) **Curb Cuts.** Property Owner has the right to determine the location of curb cuts, provided the Property Owner has a registered professional determine that their location does not present a significant safety hazard.

(vi) Stoplights, Streetlights, Street/Traffic Control and other Street Signage. The Property Owner shall have the authority to determine all street and traffic control signs. The City shall not install streetlights within the Project without the Property Owner's written consent.

(b) Public Roads. As of the date of this Agreement, the public roads that serve the Property are under the jurisdiction of the State of South Carolina, Beaufort County, and the City of Beaufort regarding access, construction, improvements, and maintenance. Owners acknowledge that they must comply with all applicable state statutes, and rules and regulations of the South Carolina Department of Transportation, or its successor, with respect to public roads. Future public roads may serve the Property. The City shall not be responsible for construction, improvements, or maintenance of the public roads which now or hereafter serve the Property, unless the City otherwise agrees to do so.

To assist in mitigating the traffic impacts of Development, Owners may donate such additional rights of way as may be reasonably necessary to mitigate traffic; the widths and locations of which rights of way must be mutually agreed upon by Owner and the receiving governmental entity.

(c) Potable Water. Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed by BJWSA to operate in the City. Owner will be responsible for constructing all necessary water service infrastructure necessary to serve the Property. Tenants or residents of the Property will become water customers of BJWSA and will be subject to all policies/procedures adopted by BJWSA's governing board. The City of Beaufort shall

not be responsible for any construction, treatment, maintenance, or costs associated with water service to the Property

Owners reserve the right to construct and utilize wells to the extent necessary to provide irrigation on Common Property or on unplatted land, to provide backup irrigation capability, or for temporary service or emergency use.

(d) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the City by BJWSA. Owner will be responsible for constructing all related infrastructure improvements to serve the Property. Tenants and residents of the Property will become sewer customers of BJWSA and will be subject to policies/procedures as adopted by BJWSA's governing board. The City of Beaufort will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property.

(e) Water Conservation. Owner agrees to encourage the use of indigenous plants for landscaping purposes to help minimize irrigation requirements and to encourage the use of other water conservation methods.

(f) Drainage System. All stormwater runoff and drainage improvements within the Property will be designed in accordance with applicable state regulatory guidelines, including DHEC's Division of Ocean and Coastal Resource Management ("OCRM"). All stormwater runoff and drainage system improvements will be constructed by Owners or Developers and maintained by Owners, Developers and/or Community Associations. The City or Beaufort will not be responsible for any construction or

maintenance costs associated with the drainage system within the Property, unless the City affirmatively agrees to do so.

Property Owner may create drainage easements and may convey drainage easements to a Community Association. Property Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within drainage easements, provided they do not impair drainage and provided Property Owner, Developer, and/or Community Association will timely and competently maintain same. The City will have no obligation to maintain drainage easements.

(g) Bike Trails/Sidewalks. Property Owner may install sidewalks, bike trails, or other leisure trails or paths, and the Property Owner may construct them in the manner, location, and configuration, as Property Owner sees fit. The City agrees that nothing in this Agreement or within any ordinance or the City shall be interpreted or construed to require the construction of sidewalks, bikepaths, or other leisure trails, or to govern the manner or their construction, their location, or configuration.

(h) Utility Easements. Property Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities. Adequate easements for utilities shall be reserved by Property Owner in the conveyances of Lots and Development Parcels. All utilities may be installed underground.

(i) Recreational Facilities. Developers may provide recreational facilities within the Tracts, including both active recreational areas and passive recreational areas, at their sole discretion. Unless otherwise agreed upon by the City, any recreational facilities within the Tracts will be developed without expense to the City and maintained by

Developers and/or Community Associations. The City of Beaufort will not be responsible for providing, constructing or maintaining any of the recreational facilities on the Tracts. The City recognizes the rights of the Developer or the Community Association to limit or condition access and use of recreational areas in a reasonable manner. The size, configuration, location, and composition of any fencing, buffer, or lighting for park and recreation areas, if any, shall be at the discretion of the Property Owner, who may delegate this right to the ACC.

(j) Docks. Docks shall be governed by the Covenants and South Carolina's Department of Health and Environmental Control's Division of Ocean and Coastal Resource Management ("OCRM"). The City agrees that any City ordinance, rule, regulation, policy, or other requirement relating to docks that is more restrictive than the requirements of the Covenants and OCRM shall not apply to the Real Property.

19. SERVICES:

(a) Solid Waste Collection. The City of Beaufort will not be responsible for solid waste collection service or other trash collection service for any Tract until the sooner to occur of one (1) year from the date of annexation or such time as:

(i) the City is requested to provide such service to a Tract; and

(ii) ad valorem tax revenues generated from the Tract, less such amounts thereof as are applied to other City-wide services for the Tract, are sufficient to pay the costs the City incurs to provide solid waste collection or other trash collection to the Tract, at the level customarily provided to other residents and businesses within the boundaries of the City .

(b) **Police Protection.** The City, in conjunction with any concurrent jurisdiction of or agreement with Beaufort County, or other political jurisdiction, shall provide police protection services to the Tracts. The Owners, Developers or Community Associations may maintain private security on the Tracts, provided same does not interfere with or in any way hinder the City's law enforcement activities on the Tracts.

(c) **Recycling Services.** The City shall provide recycling services to a Tract on the same basis as said services are provided to other residents and businesses of the City.

However, the City shall not be obligated to provide recycling services to any Tract until the sooner to occur of one (1) year from the date of annexation or such time as:

(i) the City is requested to provide such service to a Tract; and,

(ii) ad valorem taxes generated from the Tract, less such amounts thereof as are applied to other City-wide services for the Tract, are sufficient to pay the costs the City incurs to provide recycling services to the Tract, at the same level provided other residents and businesses within the boundaries of the City.

(d) **Emergency Medical Services.** Emergency medical services are now provided by Beaufort County. The City of Beaufort shall not be obligated to provide emergency medical services to the Tracts unless the City elects to provide such services on a City-wide basis.

(e) **Library Services.** Library services are now provided by Beaufort County. The City of Beaufort shall not be obligated to provide library services to the Tracts unless the City elects to provide such services on a City-wide basis.

(f) School Services. School services are now provided by Beaufort County. The City of Beaufort shall not be obligated to provide school services to the Tracts unless the City elects to provide such services on a City-wide basis.

(g) Fire Services. The City of Beaufort shall not be obligated to provide fire services to any Tract until the sooner to occur of one (1) year from the date of annexation or such time as:

(i) the City is requested to provide such service to a Tract; and,

(ii) ad valorem taxes generated from the Tract, less such amounts thereof as are applied to other City-wide services for the Tract, are sufficient to pay the costs the City incurs to provide fire services to the Tract, at the same level provided other residents and businesses within the boundaries of the City.

(h) Utility and Other Services. Utility services, including telephone and electric, will be supplied directly by the applicable utility companies. The City of Beaufort will not be responsible for the construction or maintenance, or the providing of any service, regarding such utility services. However, the City shall provide such other City-wide municipal services to a Tract on the same basis as said services are provided to other residents and businesses within the boundaries of the City.

20. DEVELOPMENT CHARGES, IMPACT FEES, AND OTHER CHARGES AND FEES.

(a) Development Charges. The City of Beaufort and the Owners understand and agree that Development of the Property imposes certain costs to the City. At some time, ad valorem taxes collected from the Property will meet or exceed the burdens placed upon the City, but certain costs and expenditures must be considered in order to ensure that

the present residents of the City are not called upon to pay higher taxes to accommodate the Development of the Property. The following development charges are hereby agreed upon to help offset any such costs and expenditures.

To assist the City in meeting expenses resulting from ongoing Development, the following Development Charges shall apply to the Property:

(i) \$50.00 per each single family residence, payable to the City at the time of the issuance of a building permit by the City;

(ii) \$50.00 per unit of condominium or multi-family construction, payable to the City at the time of the issuance of a building permit by the City; and,

(iii) \$0.15 per square foot of Gross Commercial Footage, payable to the City at the time of the issuance of a building permit by the City.

The City and the Property Owners agree that the Property Owners shall have no obligation to pay any development charges for buildings that are either constructed or that have building permits previously issued from Beaufort County at the time this Agreement becomes effective.

(b) Impact Fees. The City agrees that the Real Property and any Development on the Real Property shall not be subject to any Impact Fees of any kind as a result of the Development of the Real Property except for (i) the Impact Fee Program for Beaufort County, South Carolina (County Ordinance 99/26), but only to the extent that the City agrees to the imposition of such Beaufort County Impact Fees upon development within the City limits on a City-wide basis, and (ii) a Fire Facilities Impact Fee Program adopted by the City of Beaufort, but only if said Program is imposed by the City upon development within the City limits on a City-wide basis. The City agrees that this

9-2-02
1/28/02
City only
collects
park
impact
fee

Section 20(b) and the improvements, Common Property, and Facilities, dedication of land and development charges required by this Agreement shall satisfy all current and future obligations of the Property Owners for impacts from the Development of the Property and for monetary exactions and/or the provision or dedication of other lands on the Real Property.

Future enactments of City Ordinances with respect to City impact fees shall not apply to the Real Property except for a City Fire Facilities Impact Fee as recited in the previous paragraph. The City agrees that future City Ordinances shall specifically exclude the Real Property from the payment of any other City impact fees. However, in the event that the City agrees that development within the City limits shall be subject to a Beaufort County Impact Fee in addition to the Parks and Recreation Facilities Development Impact Fee, then said additional Beaufort County Impact Fee shall apply to the Real Property.

(c) Other Charges or Fees. Nothing herein shall be construed as relieving the Owners from payment of any fees or charges as may be legally assessed by governmental entities other than the City. Any charge or fee which is lawfully due to any other governmental entity shall not be affected by this Agreement; provided, however, that no such charge or fee shall be payable by the Owners to the City if the payment of same would result in a circumvention of the intent of Section 20(b) above. Nevertheless, the Owners shall be subject to the payment of any and all present or future fees enacted by the City that are of City-wide application and that relate to the routine processing of permit applications, building permits and plans, or building inspections or other similar matters.

(d) Special Districts. Nothing in this Agreement shall be construed to prevent the establishment by the City, by agreement with an Owner, or a tax increment, municipal improvement, or other district on a Tract in accordance with applicable provisions of the Laws of South Carolina.

21. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE. The City of Beaufort and Owners recognize that Development can have negative as well as positive impacts. Specifically, the Parties consider the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City of Beaufort, to be goals to be achieved and therefore agree to the following:

(a) Storm Water Quality. Protection of the quality of nearby waters is a primary goal of the City. The Owners and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water, as well as any state or federal mandate which requires the City to adopt additional local stormwater controls. In order to protect water quality of the rivers and creeks, the Owners agree to construct storm water drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, Owners commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations.

(b) Covenants. Owners agree that they shall record covenants that run with the Property that will govern, for each Tract, such matters as permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, and which will specifically prohibit unsightly activities. The provisions of the Covenants for a Tract, or for portions of the Tract, may differ from the Covenants applicable to the other Tracts or other portions of the Tract. See Exhibits B-16, C-11, and D-11 for examples of Covenants for each Tract.

(c) Tree Protection.

(i) Cane Island Retreat: Except for lands used for agriculture or silviculture, and subject to the provisions of this Agreement regarding continuing agriculture and silviculture operations (which shall be controlled by State regulations and best management practices), the Development will comply with the Covenants and the provisions of the ACC's guidelines appertaining to tree protection, removal and mitigation. Tree removal, bush-hogging, and landscape waste disposal or burning related to site preparation and lot clearing shall be governed by the Developer or the ACC in accordance with City and DHEC regulations.

(ii) Airport Junction Tract: Except for lands used for agriculture or silviculture, and subject to the provisions of this Agreement regarding continuing agriculture and silviculture operations (which shall be controlled by State regulations and best management practices), the Development will comply with the Covenants and the provisions of the ACC's guidelines and with the City of Beaufort Tree Protection Ordinance appertaining to tree protection, removal and mitigation. Tree removal, bush-hogging, and landscape waste disposal or burning related to site preparation and

lot clearing shall be governed by the Developer or the ACC in accordance with City and DHEC and regulations.

(iii) Hanover Park Tract: Except for lands used for agriculture or silviculture, and subject to the provisions of this Agreement regarding continuing agriculture and silviculture operations (which shall be controlled by State regulations and best management practices), the Development will comply with the Covenants and the provisions of the ACC's guidelines and the City of Beaufort Tree Protection Ordinance appertaining to tree protection, removal and mitigation. Tree removal, bush-hogging, and landscape waste disposal or burning related to site preparation and lot clearing shall be governed by the Developer or the ACC in accordance with City and DHEC regulations.

~~(d) Silviculture. The City agrees that undeveloped portions of Property may be held by Owners for forestry/silviculture purposes or similar permitted uses. The City agrees that it will permit said activities to continue on the undeveloped lands and that it will not disallow or participate in the disallowance of any real estate tax exemptions or classifications or other benefits thus afforded. These activities may continue on said lands until such time as Development activity occurs at some future date.~~

(e) Agriculture. The City agrees that undeveloped portions of the Property may be held by Owners for agricultural purposes, the growing of vegetables, plants and flowers, or similar permitted uses. The City agrees that it will permit said agricultural activities to continue on the undeveloped lands and that it will not disallow or participate in the disallowance of any real estate tax exemptions or classifications or other benefits thus

afforded. These activities may continue on said lands until such time as Development activity occurs at some future date.

(f) Environmental Protection. The Covenants shall contain specific prohibitions against the damaging of shorelines and other environmental interests. Covenants are to be enforceable by Owners and a Community Association. See Exhibits B-16, C-12, and D-11 for examples of such Covenants.

(g) Wildlife Management. Substantial portions of the Cane Island Retreat Tract have been used for wildlife management for numerous years. The Parties agree that the portions of the Tract that are undeveloped may be held by Owners for continued use as wildlife management areas, and that Owners may place wildlife, such as ducks, geese and other fowl, on the Tract. The City agrees that wildlife management activities such as ~~the use of firearms to control deer populations shall be allowed to continue,~~ notwithstanding any current or subsequently enacted ordinance by the City prohibiting hunting within the City or the discharge of firearms within City limits. Controlled hunts shall be regulated by the Owners as to the date, time and location of the hunt, and as to the number of persons participating in the hunt. Residents of the Tract on which a hunt is to be conducted shall be notified in advance of the activity.

(h) Community Access.

(i) Cane Island Retreat: Owners agree that if and when they develop commercial square footage within the Cane Island Retreat Tract capable of providing goods and services to individuals living outside of the PUD, they will, to the extent feasible, provide access and parking for such individuals and residents of the City of Beaufort. In the event that Owners provide said access and parking for individuals residing outside of

the PUD, Owners shall have the right to modify the access and parking policies at any time as may be required by the continuing Development of the PUD.

22. COMPLIANCE REVIEWS.

In accordance with Section 6-31-90 of the Act, periodic reviews by the City's zoning administrator, or if the City has no zoning administrator, by an appropriate officer of the City, such as the building official, shall take place at least every twelve (12) months, at which time the Developer is required to demonstrate good faith compliance with the terms of this Agreement. The Owner, or designee, shall meet with the City's officer to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or designee, shall be ~~required to provide such information as may reasonably~~ be requested, including, but not limited to, ~~acreage of the Tract sold in the prior year, acreage of the Tract under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and those anticipated to be transferred in the ensuing year.~~ The Owner, or designee, shall be required to compile this information for the Development on each Tract.

23. DEFAULTS. The failure of the Owner, Developer or City to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as may be deemed appropriate, including specific performance of, or the termination of, this Agreement in accordance with the Act; provided, however, no termination or this Agreement may be declared by the City absent its according the

Owners and Developers the notice, hearing and opportunity to cure in accordance with Section 6-31-90 of the Act; and, provided further that nothing herein shall be deemed or construed to preclude the City from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this. Development Agreement.

A default by an Owner or Developer of a Tract shall not constitute a default by an Owner or Developer of another Tract.

A default by an Owner of a Tract shall not constitute a default by a Developer or said Tract; and, a default by a Developer of a Tract shall not constitute a default by an Owner or said Tract.

24. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended as to a Tract only by the written agreement of the City and the Owner of said Tract. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Property Owners, then only the City and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned unit development districts under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring

consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of environmentally sensitive residential developments suggested by the master plans are followed and respected. Since certain elements of the master plans are considered by the City to be essential, changes to those elements would require an amendment to the PUD approval; such changes are deemed to be significant changes as opposed to minor modifications to a site plan.

This paragraph serves to define the changes which are significant changes (and thus require an amendment to the PUD) as opposed to changes which are minor modifications (and thus merely exercises of development flexibility within the PUD).

The following changes are significant changes requiring an amendment to the PUD:

(a) **Increase in Total Approved Density.** Any increase in approved density beyond the total limits of 640 dwelling units and 1,224,900 square feet of GLA or Gross Commercial/Limited Industrial Footage as listed in Section 16 (a) and 16 (b) is a significant change.

(b) **Introduction of Any Use Not Specifically Permitted.** The introduction of any new land use within a PUD which is not herein permitted within the PUD is a

significant change. Accessory uses are permitted in accordance with the terms of this Agreement and Exhibit B-5.

(c) **Change of Land Use Location.** Any material change (15% or more of the land area) of a land use location from what is shown on the master plan is a significant change. However, shifting a small percentage (less than 15%) of land area within a PUD from one permitted land use to another permitted land use is not a significant change as long as the maximum densities set herein are not increased. If a planned unit development does not introduce a significant change as defined above, development within the PUD may proceed with the flexibility needed to adjust to specific site conditions. The development of less than the maximum densities is not a significant change, nor is development which provides greater amounts of open space. ~~The developer may alter the precise location of buildings, lot sizes and other specific design elements,~~ provided the development otherwise meets the requirements of this Agreement.

25. TRANSFER OF TITLE.

(a) **Binding Effect.** This Agreement shall be binding on the personal representatives, successors, and assigns of the Property Owners in the ownership or Development of any portion of the Real Property or the Project. A purchaser or other successor in title of any portion of the Real Property shall be responsible for performance of Property Owner's obligations hereunder as to the portion of the Real Property so transferred. Property Owner shall be released from obligations under this Agreement upon the sale

or other transfer of Lots, Development Parcels, or individual sites in commercial areas as to the property so conveyed.

(b) Transfer of Title to Real Property. A Property Owner shall be entitled to transfer title to any portion or all of a Tract to a purchaser, and assign said Owner's rights and obligations under this Agreement, subject to the following:

(i) Notice of Property Transfer by Property Owner. If the Property Owner intends to transfer all the land comprising a Tract, the Property Owner shall notify the City in writing. With respect to such transfer, the Property Owner's assignment of rights and obligations under this Agreement (and the transferee's assumption thereof) shall be effective upon written notice to the City. This provision shall not apply, and no prior written notice to the City shall be required, if the Property Owner transfers the Tract to ~~an affiliated person or entity.~~

(ii) ~~Transfer of Facility and Service Obligations.~~ If the Property Owner transfers any portion of a Tract on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Tract conveyed, then the Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the City .

(iii) Allocation of Development Rights. Any and all conveyances of any Lots or Development Parcels within the Real Property subject to the maximum number of Dwelling Units, Densities, GLA or Gross Commercial Footage shall, by contract and by

covenant in the deed, allocate the number of Dwelling Units, Densities, GLA or Gross Commercial Footage being conveyed. Property Owner shall notify the City of such transfer in a written document promptly delivered to the City.

(c) Release of Property Owner. In the event of the sale or other conveyance of all or a portion of a Tract and compliance with the conditions set forth herein, the transferor-Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of the Tract so transferred, and the transferee shall be considered as substituted for the Property Owner under the Agreement as to the portion of the Tract so transferred.

26. TRANSFER OF DEVELOPMENT RIGHTS TO A DEVELOPER. A Property Owner shall be entitled to transfer Development Rights (without the transfer of title to ~~a portion of the Real Property~~) to a Developer and to assign Owner's rights and obligations under this Agreement with respect to said Development Rights, subject to the following notification requirement:

The Owner shall be required to notify the City, in writing, as and when Development Rights are transferred to a Developer. Such information shall include the identity and address of the Developer, a Developer contact person, the location and nature of the Development Rights transferred, and the number of residential units and/or the amount of Gross Commercial Footage, as applicable, subject to the transfer. A Developer transferring Development Rights to another Developer shall be subject to this same requirement of notification, and any Developer acquiring Development Rights shall be required to file with the City an

acknowledgment of this Development Agreement and a commitment to be bound by it.

27. TRANSFER OF DEVELOPMENT RIGHTS WITHIN A TRACT. Development Rights relating to a specific Tract may be transferred to any other portion of the Tract provided that said transfer is consistent with the Zoning Regulations; however, said transfer shall only be effective upon written notice to the City.

28. TRANSFER OF DWELLING UNITS AMONG TRACTS. Property Owners shall not transfer rights to construct Dwelling Units from one Tract to another Tract.

29. MERGER. This Agreement, coupled with its exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. All prior negotiations and representations are superseded and merged herein.

30. CONTINGENCIES. ~~This Development Agreement is contingent upon (a) its execution and approval by the Parties; (b) the City's zoning of the three Tracts (Cane Island Retreat, Airport Junction, and Hanover Park) as Planned Unit Development Districts, with this Agreement constituting the plan for each PUD.~~

31. COOPERATION. The Parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue said Party's own independent legal defenses. In the event that the Property Owners do

not select independent counsel, the City's counsel, at the City's expense, shall represent the interests of the Property Owners.

32. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

33. REMEDIES/NON-BINDING ARBITRATION. If there is a breach of this Agreement, the non-breaching party may pursue all available legal and equitable remedies. Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the City and a Property Owner concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt non-binding arbitration before invoking legal proceedings. This non-binding arbitration shall be initiated by one Party's notifying the other Parties in writing of the dispute together with a request for non-binding arbitration as described herein. The City and a representative or the Owners shall within five (5) days of receipt of such notice each pick an arbitrator, and the two arbitrators shall select a third. The Parties shall then promptly convene a conference with the arbitration panel and present their positions. In this conference the rules of evidence and other legal formalities shall not apply. The arbitrators shall promptly render their decision. Upon the rendering of the arbitration panel's majority decision, any Party may then pursue legal proceedings if the decision

rendered is not acceptable and no other agreed settlement of the dispute can be achieved. The City and the Owners shall each bear the cost of their appointed arbitrator, and split 50/50 the cost of the third arbitrator as well as any separate expenses associated with the arbitration conference.

34. RECORDING. Within fourteen (14) days after the execution of this Agreement, the Property Owners shall record this Agreement with the Beaufort County Register or Mesne Conveyance.

35. NO THIRD PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, this Agreement shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities who are not Parties, or successors or assigns to this Agreement. The provisions of this Agreement may be enforced only by ~~the City, the Owners and Developers.~~

36. NOTICES. ~~Any notice, demand, request, consent, approval or communication~~ which a Party is required to or may give to another Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Beaufort

P.O. Drawer 1167, Beaufort. SC 29901-1167

Attention:

And to the Owners at:

1) Cane Island Retreat LLC

P. O Box 1256

Beaufort. SC 29901

2) Airport Junction LLC

P. O Box 1256

Beaufort. SC 29901

3) Hanover Park LLC

P. O Box 1256

Beaufort. SC 29901

4) Gleason Place LP

P. O Box 1256

Beaufort. SC 29901

5) Sea Island Homeplace LP

P. O. Box 1256

Beaufort, SC 29901

37. ESTOPPEL CERTIFICATES. The City, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable Party requesting such Party to certify in writing:

- 1) that this Agreement is in full force and effect;**
- 2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments;**
- 3) whether, to the knowledge of such Party, the requesting Party is in default or is claimed to be in default of the performance of its obligations under this Agreement; and, if so, describing the nature and extent, if any, of any such default or claimed default; and,**
- 4) whether, to the knowledge of such Party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default; and, if so, specifying each such event.**

Upon request in writing from an Owner, Developer, or an assignee of either, to the City sent by certified or registered mail, return receipt requested, the City will provide a Certificate in recordable form, that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The City will respond to such a request within twenty (20) days of the receipt of the request, unless a longer time is mutually agreed to in writing by the Parties.

If the City does not respond to such request within twenty (20) days of the date of its receipt, the portion of the Real Property described in the request will be deemed to be

the extent necessary to make it consistent with the New Law, and the balance of this Agreement, as amended, shall remain in full force and effect.

39. GENERAL TERMS AND CONDITIONS.

(a) Agreement to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibits B-1, C-1, and D-1 and this Agreement shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of the Parties to this Agreement as set forth in Section 6 herein.

(b) Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

(c) Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

(d) Assignment. Other than as recited herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owners, Developers or the City are assignable to any other person, firm, corporation or entity, except by agreement of the Parties.

(e) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

in compliance with all of the covenants and terms of this Agreement. A certification of such failure to respond and deemed compliance may be recorded by the Property Owner (including a copy of the request and the notice of receipt), and it shall be binding on the City as of its date; and, it shall have the same effect as a Certificate issued by the City.

38. STATE AND FEDERAL LAWS. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement, or decisions are issued by a court of competent jurisdiction, which prevent or preclude compliance with one or more provisions of this Agreement ("New Law"), the provisions of this Agreement may be modified or suspended as necessary to comply with such New Law. Immediately after enactment of any such New Law, the Owners, Developers and the City shall meet and confer in good faith in order to agree upon an appropriate modification or suspension based on the effect such New Law has on the purpose and intent of this Agreement. Should the Parties be unable to agree to a modification or suspension, any Party may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owners, Developers and the City each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

The Parties further agree that if any provision of this Agreement is declared invalid as a result of a New Law, the Parties may then agree that this Agreement be amended to

(f) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder .

(g) Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement against another Party in any legal proceeding whatsoever, including declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorney's fees and costs and expenses. Should any judgment or final order be issued in said legal proceeding, said reimbursement may be specified therein.

(h) Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings among the City and the Owners relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to herein.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by the Parties to this Agreement.

40. STATEMENT OF REQUIRED PROVISIONS.

(a) Specific Statements. The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required

provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1) Legal Description of Property and Legal and Equitable Owners. The legal description of the Property is set forth in Exhibits B-1, C-1, and D-1 attached hereto. The present legal owner of the Cane Island Retreat Tract is Cane Island Retreat LLC and Sea Island Homeplace LP. The present legal owner of the Airport Junction Tract is Airport Junction LLC and Gleason Place LP. The present legal owner of the Hanover Park Tract is Hanover Park LLC. and Gleason Place LP. A warranty of ownership is recited in Section 5 of this Agreement.

2) Duration of the Agreement. The initial duration of this Agreement is five (5) years, with renewal terms of five (5) years each, subject to Section 12 of this Agreement.

3) Permitted Uses. Densities. Building Intensities and Heights. A complete listing and description of permitted uses, population, densities, building intensities and heights, as well as other development standards, are contained in this Agreement, and as set forth in Exhibits B-3, B-4, B-5, B-6, B-7; C-3, C-4, C-5, C-6; and D-3, D-4, D-5, D-6.

4) Facilities. Facilities and services are described generally above in Sections 18 and 19. The Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5) Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. There are no dedications of land for public purposes, except as recited in Section 18(b). Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and

Federal laws will be fully complied with. In addition, the provisions set forth in Section 21 of this Agreement also apply.

6) Local Development Permits. All local government permits received to date have been received from Beaufort County and the City of Beaufort. The Development of the Tracts is governed by the PUD (Planned Unit Development district) Section of the Zoning Ordinance of the City of Beaufort as amended by this Agreement in its application to the Tracts. Specific permits must be obtained prior to proceeding with Development, consistent with the standards set forth in the Zoning Regulations. Building permits must be obtained from the City of Beaufort for construction, and other appropriate permits must be obtained from the State of South Carolina and the Army Corps of Engineers, when applicable. It is specifically understood that the failure or this Agreement to address a particular permit, condition, term or restriction does not relieve the Owners or the Developers, their successors or assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7) Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations is consistent with the City's Comprehensive Plan and with current land development regulations of the City of Beaufort, South Carolina. See the specific finding in Section 7 hereinabove.

8) Terms for Public Health, Safety and Welfare. The City Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and existing law.

9) Historical Structures. There are no historic structures to be preserved or restored, and no further archaeological surveys are required.

10) Development Schedule. In accordance with Section 6-31-60(B) of the Act, Development Schedules are set forth in Exhibits B-2, C-2, and D-2.

IN WITNESS WHERE OF this Agreement has been executed by the Parties on the day and year first above written.

CANE ISLAND RETREAT LLC

Jul B. Grosh

AIRPORT JUNCTION LLC

Jul B. Grosh

HANOVER PARK LLC

Jul B. Grosh

GLEASON PLACE LP

Jul B. Grosh

SEA ISLAND HOMEPLACE LP

Jul B. Grosh

CITY OF BEAUFORT

Mike Spadley
City manager

By:

Witnessed by:

Title:

Elizabeth L. Anderson

Attest:

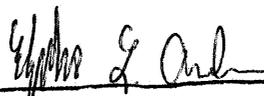
Beverly W. Lay
City Clerk

Elizabeth L. Anderson
Boleyn B. Davis

(Seal)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, who being duly sworn, states that s/he saw Frederick G. Trask, president of Cane Island Retreat LLC, a South Carolina limited liability corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of said corporation, for the uses and purposes therein set forth, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.



Elizabeth L. Anderson

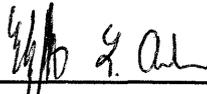
Sworn to before me this 25th day of February, 2003.


Notary Public for South Carolina

My commission expires 12/08/2010

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness who, being duly sworn, deposes and says that s/he saw the within Frederick G. Trask, president of Airport Junction LLC, a South Carolina limited liability corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of said corporation, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.



Elizabeth L. Anderson

Sworn to before me this 25th day of
February, 2003.


Notary Public for South Carolina

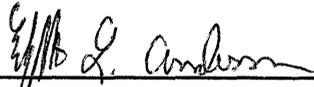
My commission expires 12/08/2010

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, who being duly sworn, states that s/he saw Frederick G. Trask, president of Hanover Park LLC, a South Carolina limited liability corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of said corporation, for the uses and purposes therein set forth, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.



Elizabeth L. Anderson

Sworn to before me this 25th day of
February, 2003.


Notary Public for South Carolina

My commission expires 12/08/2010

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, who being duly sworn, states that s/he saw Frederick G. Trask, president of Wiseblood, Inc., a South Carolina corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of Gleason Place LP, a South Carolina limited partnership, for the uses and purposes therein set forth, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.



Elizabeth L. Anderson

Sworn to before me this 25th day of
February, 2003.


Notary Public for South Carolina

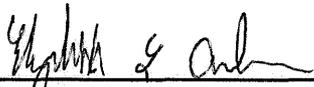
My commission expires 12/08/2010

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, who being duly sworn, states that s/he saw Frederick G. Trask, president of Wiseblood, Inc., a South Carolina corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of Sea Island Homeplace LP, a South Carolina limited partnership, for the uses and purposes therein set forth, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.



Elizabeth L. Anderson

Sworn to before me this 25th day of
February, 2003.


Notary Public for South Carolina

My commission expires 12/08/2010

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness who, being duly sworn, deposes that s/he saw the within named City of Beaufort, by Wiles B. Hodley, its City Manager and Elizabeth L. Anderson, its Planning Director, sign, seal, and deliver the foregoing Development Agreement, and as act and deed of the City of Beaufort deliver the same, and that s/he, together with the undersigned Notary Public, and in the presence of each other, witnessed the due execution thereof.

[Signature]
Elizabeth L. Anderson

Sworn to before me this 25th day of February, 2003.

Robin B. Davis
Notary Public for South Carolina

My commission expires 12/08/2010

EXHIBIT A

- A-1. South Carolina Local Government Development Agreement Act**
- A-2. Subdivision Regulations of the City of Beaufort**
- A-3. ~~Modifications to Subdivision Regulations~~**
- A-4. Section 5-6055 of the Zoning Ordinance of the City of
Beaufort**
- A-5. Specific Application of Section 5-6055**
- A-6. Zoning Regulations**
- A-7. Modifications to Zoning Ordinance**

EXHIBIT B

CANE ISLAND RETREAT TRACT

- B-1. Legal Description of Cane Island Retreat Tract**
- B-2. Development Schedule**
- B-3. Land Use Summary**
- B-4. Permitted Uses**
- B-5. Accessory Uses**
- B-6. Density**
- B-7. Design Standards and Development Standards**
- B-8. Cane Island Retreat PUD Master Plan**
- B-8A. Cane Island Retreat PUD – Illustrative Master Plan**
- B-9. Project Phasing**
- B-10. Thoroughfare Standards for Cane Island Retreat Tract**
- B-11. Roadway Plan for Cane Island Retreat Tract**
- B-12. Stormwater Runoff Standards**
- B-13. Parking and Loading Requirements**
- B-14. Sewer and Water Loading Requirements**

B-15. Design Standards

B-16. Covenants, Restrictions and Easements of Cane Island Retreat

**B-17. Cane Island Retreat PUD document, as Approved by
Beaufort County Council**

**B-18. Cane Island Retreat PUD: County Standards Compared to
City Standards**

EXHIBIT C

AIRPORT JUNCTION TRACT

- C-1. Description of Airport Junction Tract**
- C-2. Development Schedule**
- C-3. Land Use Summary**
- C-4. Permitted Uses**
- C-5. Development Standards**
- C-6. Airport Junction Master Plan**
- C-6A. Airport Junction Illustrative Master Plan**
- C-7. Thoroughfare Standards**
- C-8. Roadway Plan for Airport Junction Tract**
- C-9. Parking and Loading Requirements**
- C-10. Lady's Island Airport Commercial Park PUD document**
- C-11. Airport Junction PUD Compared to Lady's Island Airport
Commercial Park PUD: County's PUD Compared to City's**
- C-12. Covenants and Restrictions**
- ~~**C-13. Design Standards**~~

EXHIBIT D

HANOVER PARK TRACT

- D-1. Legal Description of Hanover Park Tract**
- D-2. Development Schedule**
- D-3. Land Use Summary**
- D-4. Permitted Uses**
- D-5. Development Standards**
- D-6. Hanover Park PUD Master Plan**
- D-6A. Hanover Park PUD Illustrative Master Plan**
- D-7. Thoroughfare Standards**
- D-8. Roadway Plan**
- D-9. Parking and Loading Requirements**
- D-10. Design Standards**
- D-11. Covenants and Restrictions**

EXHIBIT A

- A-1. South Carolina Local Government Development Agreement Act**
- A-2. Subdivision Regulations of the City of Beaufort**
- A-3. Modifications to Subdivision Regulations**
- A-4. Section 5-6055 of the Zoning Ordinance of the City of
Beaufort**
- A-5. Specific Application of Section 5-6055**
- A-6. Zoning Regulations**
- A-7. Modifications to Zoning Ordinance**

**State House Network
2001 Code of Laws
(unannotated)
Current through the end of the 2001 Regular Session and the 2001 Extra Session**

[Return](#) to the **Code of Laws Main Page**

Copyright and Disclaimer

The State of South Carolina owns the copyright to the Code of Laws of South Carolina, 1976, as contained herein. Any use of the text, section headings, or catchlines of the 1976 Code is subject to the terms of federal copyright and other applicable laws and such text, section headings, or catchlines may not be reproduced in whole or in part in any form or for inclusion in any material which is offered for sale or lease without the express written permission of the Chairman of the South Carolina Legislative Council or the Code Commissioner of South Carolina.

This statutory database is current through the 2001 Regular Session and the 2001 Extra Session of the South Carolina General Assembly. Changes to the statutes enacted by the 2002 General Assembly, which will convene in January 2002, will be incorporated as soon as possible. Some changes enacted by the 2002 General Assembly may take immediate effect. The State of South Carolina and the South Carolina Legislative Council make no warranty as to the accuracy of the data, and users rely on the data entirely at their own risk.

The Legislative Council by law is charged with compiling and publishing the 1976 Code and it is maintained in a database which may be accessed for commercial purposes by contacting the Legislative Council or the office of Legislative Printing, Information and Technology Systems.

Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions

CHAPTER 31.

SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT

SECTION 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in

comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

SECTION 6-31-20. Definitions.

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When

appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

(6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

SECTION 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

SECTION 6-31-40. Developed property must contain certain number of acres of highland; permissible

durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

SECTION 6-31-50. Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

SECTION 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure

public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

SECTION 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

SECTION 6-31-80. Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

SECTION 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

SECTION 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

SECTION 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

SECTION 6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

SECTION 6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

SECTION 6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

SECTION 6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

SECTION 6-31-150. Invalidity of all or part of Section 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

SECTION 6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

State House Network-LPITS@<http://www.scstatehouse.net>

CITY OF BEAUFORT

SOUTH CAROLINA

SUBDIVISION

REGULATIONS

Department of Planning and Community Development

P. O. Drawer 1167

Beaufort, SC 29901

Ordinance Amendments Since Last Printing

ORDINANCE

0-20-01

AMENDING THE CITY OF BEAUFORT SUBDIVISION REGULATIONS BY GIVING THE ZONING ADMINISTRATOR AUTHORITY TO APPROVE FINAL PLATS AND CERTAIN PRELIMINARY PLATS

WHEREAS, according to the City's current Subdivision Regulations, the Planning Commission must approve all subdivision plats; and

WHEREAS, state planning enabling law allows designated staff to approve subdivision plats; and

WHEREAS, there is no discretion involved in the review of final plats and little discretion involved in the review of preliminary plats for two- and three-lot subdivisions where no new streets are proposed; and

WHEREAS, staff has prepared an amendment that gives the Zoning Administrator the authority to approve final plats and certain preliminary plats; and

WHEREAS, this amendment has been presented to the City of Beaufort-Town of Port Royal Joint Municipal Planning Commission; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding this subdivision ordinance amendment on Tuesday, May 22, 2001, with notice of the hearing published in *The Beaufort Gazette* on May 7, 2001;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976* as amended, that *The Subdivision and Land Development Regulations of the City of Beaufort, South Carolina* be amended as follows:

1. Revise Section 31, "Preliminary Review," by deleting the current subsection 31.1, "Procedure," and replace it with a new subsection 31.1 to read as follows:

31.1 Procedure.

1. Plats showing three or fewer parcels where no new roads are proposed shall be considered minor subdivisions and shall be reviewed and approved by the Zoning Administrator. The Zoning Administrator, at his/her discretion, may submit any preliminary plat to the Planning Commission for approval.
2. Appeals from a decision of the Administrator shall be made to the Planning Commission. The Planning Commission shall act on any appeal within sixty (60) days of the date the appeal was received.

3. The Planning Commission shall review all subdivisions of four or more lots and all subdivisions where new roads are proposed.
 4. Preliminary plats shall be reviewed by the Planning Commission or staff, as appropriate, within sixty (60) days after submission of the plat. This time frame does not apply to plats that do not contain all documentation required by these regulations. Plats may be approved, approved with conditions, or denied. Decisions on the plat shall be made in writing to the applicant.
 5. Appeals from a decision of the Planning Commission shall be filed with circuit court within thirty (30) days after notice of the decision.
 6. Approval of the preliminary subdivision plat shall not constitute approval of the final subdivision plat. Application for approval of the final (record) plat will be considered only after the requirements for final plat approval as specified herein have been fulfilled and after all other specified conditions have been met.
 7. Upon approval of the preliminary subdivision plat, the subdivider may proceed to comply with the other requirements of these regulations and the preparation of the final subdivision plat.
2. Revise Section 32, "Final Review," by deleting the current subsection 32.1 "Procedure," and replace it with a new subsection 32.2 to read as follows:

32.1 Procedure.

1. Final plats shall be reviewed by the Zoning Administrator for conformance with the approved preliminary plat and with the requirements of these regulations.
2. Final plats shall be reviewed by the Zoning Administrator within sixty (60) days after submission of the plat. This time frame does not apply to plats that do not contain all documentation required by these regulations. The Administrator shall notify the subdivider in writing of any noncompliance with these regulations or any deviation from the approved preliminary plat which is found on the final plat.
3. Appeals from a decision of the Administrator shall be made to the Planning Commission. The Planning Commission shall act on any appeal within sixty (60) days of the date the appeal was received.
4. Appeals from a decision of the Planning Commission shall be filed with circuit court within thirty (30) days after notice of the decision.

5. Approval and certification of the final plat by the Zoning Administrator shall not be deemed to constitute or effect an acceptance by the City or the County or the public of the dedication of any street or other ground shown upon the plat. The City Council shall determine the acceptance or non-acceptance of all dedicated streets, easements, rights-of-way, public parks, and other public lands as shown on the plat.
6. The approved final plat must be recorded with the Register of Deeds within six (6) months after approval by the Zoning Administrator. Should the six (6) month time limit expire before the plat is recorded, it must be resubmitted to the Zoning Administrator for reprocessing. It shall be unlawful to sell or transfer property (lots) within the approved subdivision until after the plat has been recorded with the Beaufort County Register of Deeds.

This ordinance shall become effective immediately upon adoption.



BILL RAUCH, MAYOR

(SEAL)

Attest:



BEVERLY W. GAY, CITY CLERK

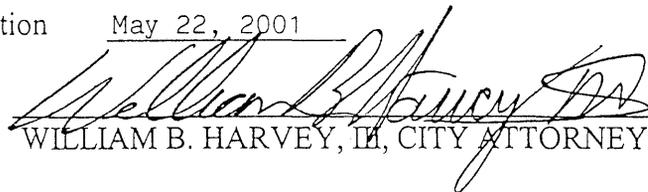
1st Reading

May 8, 2001

2nd Reading & Adoption

May 22, 2001

Reviewed by:



WILLIAM B. HARVEY, III, CITY ATTORNEY

ORDINANCE

0-10-97

AMENDING THE CITY OF BEAUFORT SUBDIVISION REGULATIONS BY REDUCING THE REQUIRED RIGHT-OF-WAY WIDTH FOR NEW PUBLIC STREETS AND ADDING A REQUIREMENT FOR CURB AND GUTTER.

WHEREAS, the width of right-of-way required for public streets in new subdivisions had been determined by the State Department of Transportation (DOT) since DOT maintained the streets upon construction; and

WHEREAS, DOT no longer will maintain new subdivision streets; and

WHEREAS, narrower street right-of-ways have been determined to save trees, reduce impervious surfaces, and be more neighborhood-oriented; and

WHEREAS, the Beaufort County Joint Planning Board recommended that the Subdivision Regulations be revised to reduce the required street right-of-way width for new public streets; and

WHEREAS, in an effort to maintain the long term integrity of the street surface and to provide for street cleaning, City Council has requested that all new public subdivision streets be constructed with curb and gutter; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding this subdivision next amendment on Tuesday, February 11, 1997, with notice of the hearing published in the Beaufort Gazette;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-7-710, Code of Laws of South Carolina that the City of Beaufort Subdivision Regulations be revised as follows:

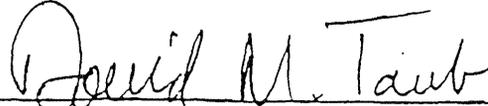
1. That Section 40.11, 'Street Right-of-Way Width', be revised by changing the requirement for right-of-way on public streets from 66 feet minimum to 50 feet minimum.
2. That a new Section 40.12 be added to read as follows and that the existing Sections 40.12 and 40.13 be renumbered as appropriate:

40.12 Curb and Gutter: Curbs and gutters shall be required and installed along both sides of all public streets within the boundaries of a proposed subdivision. Curbs and Gutters shall be of the types listed below:

Barrier (vertical) curb and gutter;
Mountable (rollover) curb and gutter; or
Valley gutter.

the subdivision review team in certain situations depending on the topography of the land, current zoning, proposed character of the subdivision, and the proposed street right-of-way width.

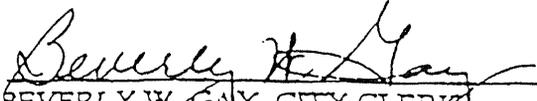
This ordinance shall become effective immediately upon adoption.



DAVID M. TAUB, MAYOR

(SEAL)

Attest:



BEVERLY W. GAY, CITY CLERK

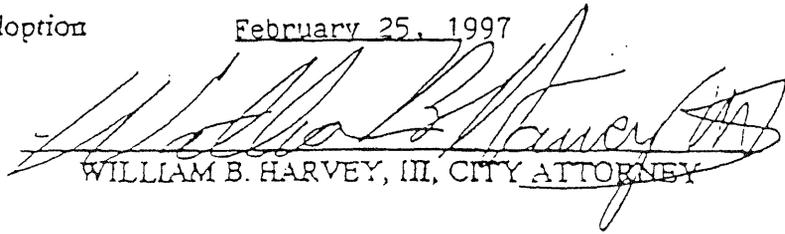
1st Reading

February 11, 1997

2nd Reading & Adoption

February 25, 1997

Reviewed by:



WILLIAM B. HARVEY, III, CITY ATTORNEY

ORDINANCE

0-16-00

AMENDING SECTION 70 OF THE CITY OF BEAUFORT SUBDIVISION REGULATIONS BY EXEMPTING CERTAIN PUBLIC UTILITY AND INFRASTRUCTURE INSTALLATIONS FROM ORDINANCE REQUIREMENTS

WHEREAS, the City's Subdivision Regulations currently do not exempt public utility or public infrastructure installations from the requirements of the Ordinance; and

WHEREAS, the requirement that utility installations comply with zoning and subdivision regulations is prohibiting the recording of deeds for pump stations; and

WHEREAS, the Beaufort County Development Standards Ordinance exempts certain public utility and public infrastructure installations from the requirements of that ordinance; and

WHEREAS, an ordinance amendment has been prepared that would exempt certain public utility and public infrastructure installations from the City's subdivision regulations; and

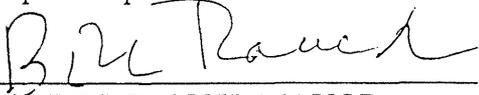
WHEREAS, this amendment was presented to the City of Beaufort-Town of Port Royal Joint Municipal Planning Commission and the Commission recommended approval; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding this zoning amendment on 3/28/00, with notice of the hearing published in *The Beaufort Gazette* on 3/6/00;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-1130, *Code of Laws of South Carolina 1976* as amended, that Section 70, "Exemptions," of the *Subdivision Regulations of the City of Beaufort, South Carolina* be amended by adding a new paragraph d. to read as follows:

- d. Subdivision of land into parcels less than 5,000 square feet exclusively for the provision of local utilities such as pump stations.

This ordinance shall become effective immediately upon adoption.



 BILL RAUCH, MAYOR

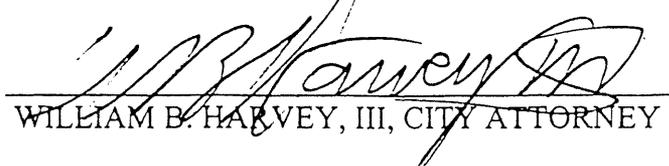
(SEAL) Attest:



 BEVERLY W. GAY, CITY CLERK

1st Reading March 28, 2000

2nd Reading & Adoption April 11, 2000

Reviewed by: 

 WILLIAM B. HARVEY, III, CITY ATTORNEY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PURPOSE	1
II	JURISDICTION	2
III	PLAT SUBMISSION PROCEDURE AND PLAT REQUIREMENTS	2
IV	DESIGN STANDARDS	13
V	INSTALLATION OF PERMANENT REFERENCE POINTS AND REQUIRED IMPROVEMENTS	19
VI	DEFINITIONS	21
VII	GENERAL	23
VIII	LEGAL STATUTE PROVISIONS	25

AUTHORITY & ENACTMENT

Pursuant to the authority granted under the terms of Title 6, Chapter 7, Code of Laws of South Carolina, 1976, the City Council of the City of Beaufort does hereby ordain and enact into law the following Articles and Sections.

ARTICLE I

PURPOSE

The purposes of this Ordinance are to:

1. Encourage economically sound and stable development;
2. Assure the timely provision of required streets, utilities, and other facilities and services to new land developments;
3. Assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;
4. Assure the provision of needed open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, and other public purposes; and to
5. Assure, in general, the wise and timely development of new areas, in harmony with the Comprehensive Plan of the City.

ARTICLE II
JURISDICTION

These regulations shall govern all subdivision and resub-
division of land lying within the Corporate Limits of the City
of Beaufort. The application of the regulations is not manda-
tory in the unincorporated areas surrounding the City Limits.

ARTICLE III

PLAT SUBMISSION PROCEDURE AND PLAT REQUIREMENTS

SECTION 30. PREAPPLICATION REVIEW

- 30.1 Purpose and Procedure. The purpose of the preapplication review is to afford the subdivider an opportunity to avail himself of the advice and assistance of the Planning Commission by first submitting a simple sketch plan of the proposed plat for review. Although not mandatory, the purpose of the sketch plan is to assist the subdivider prior to extensive site planning and to facilitate the subsequent preparation and approval of subdivision plats.
- 30.2 Requirements. The sketch plan, if submitted, should be drawn at an approximate scale of 200 feet to one inch and should show the tentative street layout, approximate street rights-of-way widths, lot arrangement, the location of the nearest water and sewer lines, water courses, drainage and utility easements, existing structures, total acres, approximate number of lots, adjoining streets, north arrow,

tract boundary, proposed use of land, existing zoning, source and type of water supply and waste system proposed.

This procedure does not require a formal application or fee.

SECTION 31. PRELIMINARY REVIEW

31.1 Procedure.

1. The subdivider shall submit to the Building Official within fifteen (15) days prior to the regularly scheduled meeting date of the Planning Commission at least three (3) black or blue line prints of the preliminary plat. Additional copies of the plat or any supplemental information may be requested.
2. Within the fifteen days prior to the Planning Commission meeting, the Building Officials shall forward the plat to the offices of the City Manager and County Health Department for their review and comments. Their reports shall be indicated on or affixed to the plat and shall certify compliance with or note deviations from the requirements of this Ordinance and include comments on other factors which bear upon the public interest. The person or agency to which a copy of the Preliminary Plan is directed shall return the plat and their report to the Planning Commission prior to the presentation of the Preliminary Review.

3. The Planning Commission shall act on the preliminary plat within sixty (60) days after submission, and, if approving, shall indicate in writing:
- (1) the conditions of such approval, if any;
 - (2) certification on the plat by the Secretary of the Planning Commission; and,
 - (3) the date on which the Planning Commission granted approval; or if disapproving, shall express in writing its disapproval and its reasons therefore. The action of the Commission shall be recorded in the minutes of the Commission meeting, and the subdivider shall be duly notified.

Approval of a preliminary subdivision plat shall not constitute approval of the final subdivision plat. Application for approval of the final (record) plat will be considered only after the requirements for final plat approval as specified herein have been fulfilled and after all other specified conditions have been met.

Upon approval of the preliminary subdivision plat by the Planning Commission, the subdivider may proceed to comply with the other requirements of these regulations and the preparation of the final subdivision plat.

31.2 Fees. The subdivider shall, at the time of submission of the preliminary plan, pay a filing fee of twenty-five (\$25) dollars, and, in addition, one (\$1) dollar per lot for one (1) through fifty (50) lots. If over fifty (50) lots, the fee will be seventy-five (\$75) dollars plus fifty (.50) cents per lot. The filing fee is payable to the Planning Commission and

credited to the general fund to cover administrative costs of processing the preliminary and final plats. No part of the filing fee shall be returned.

31.3 Approved Plans Containing School Sites. Where a tract of land that has been approved by the County Board of Education as a proposed school site lies wholly or partially within an area proposed to be subdivided, and provided the Board of Education has notified the Planning Commission and the property owner of its approval of the proposed school site prior to or within ten (10) days after the presentation of a preliminary subdivision plan to the Planning Commission for approval, the subdivider shall reserve the proposed school site for a period of not more than sixty (60) days from the date of approval of the preliminary plan. Such reservation would be stated as a condition of preliminary approval by the Planning Commission.

31.4 Requirements. The preliminary subdivision shall be submitted at a scale of not less than one inch to two hundred (200) feet and shall include and show the following information:

1. Name and address of owner of record.
2. Proposed name of subdivision, date, north point, and graphic scale.
3. Name and seal of registered surveyor or civil engineer.
4. Name of municipality or county in which subdivision is located.
5. Vicinity map showing location of the subdivision.
6. Exact boundaries of the tract of land being subdivided shown with bearings and distances.
7. All wooded areas, marshes, flood plains, and any other conditons affecting the site.
8. The location of existing streets, buildings, water courses, railroads, transmission lines, sewers, culverts and drainage pipes, water mains, City limit lines, and any public utility easements on and adjacent to the tract being subdivided.
9. Should the Planning Commission determine that the land to be subdivided warrants special consideration because of conditions peculiar to the site, the subdivider shall then submit, upon request, a topographic map at an interval deemed necessary by the Commission.
10. Proposed streets and alleys, rights-of-way, and street names, together with an indication of whether the streets are proposed to be publicly or privately maintained. For private streets, the method by which said streets will be maintained shall be noted.
11. Proposed utility easements, widths, and layouts.
12. Proposed lot lines with bearings and distances, and lot and block numbers.

13. Proposed minimum building setback lines.
14. Proposed parks, school sites, or other public open spaces, if any.
15. Site data:
 - a. Acreage in total tract.
 - b. Smallest lot size.
 - c. Total number of lots.
 - d. Lineal feet in streets.
16. Preliminary plan for surface drainage, storm drainage and/or other drainage structures.

SECTION 32. FINAL REVIEW

The final plat shall constitute only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time of submission. Approval of the final plat shall be subject to the installation of the improvements designated in Article V of these regulations or certified evidence from the City that said improvements shall be installed in accordance with these regulations.

32.1 Procedures.

1. The subdivider shall submit to the Building Officials within one (1) year of the date of preliminary plat approval an original and two (2) reproducible permanent unshrinkable prints and six (6) blue line prints of the final plat.
2. The Building Officials shall forward the plat within fifteen (15) days prior to the regularly scheduled meeting of the Planning Commission to the offices of the City Manager and the

County Health Department for their review and certification, if approved.

3. The plat shall then be submitted to and checked by the Planning Commission for conformance with the approved preliminary plat, and with the requirements of these regulations. The Planning Commission shall notify the subdivider in writing of any noncompliance with these regulations or any deviation from the approved preliminary plat which is found on the final plat or submit a report to the City Council certifying approval of the final plat within sixty (60) days after its submission.
4. Approval and certification by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City or the County or the public of the dedication of any street or other ground shown upon the plat. Upon receipt of the plat, the City Council shall determine the acceptance or non-acceptance of all dedicated streets, easements, rights-of-way, public parks, and other public lands as shown on the plat. If accepted by the City, action to that effect shall be noted on the final plat; if not accepted, the reasons for non-acceptance shall be so stated.
5. The reproducibles and prints will be distributed after complete approval as follows:
 - a. One (1) reproducible print and one (1) print shall be returned to the subdivider.

- b. One (1) reproducible print and one (1) print shall be returned to the City Manager.
 - c. The original and one (1) print shall be recorded in the office of the Beaufort County Clerk of Court.
 - d. One (1) print shall be delivered to the Beaufort County Health Department.
 - e. One (1) print shall be delivered to the Planning Commission.
 - f. One (1) print shall be delivered to the Building Inspection Department.
6. The approved final plat must be recorded with the Register of Deeds within six (6) months after approval by the Planning Commission. Should the six (6) month time limit expire before the plat is recorded, it must be resubmitted to the Building Official for reprocessing. It shall be unlawful to sell or transfer property (lots) within the approved subdivision until after the plat has been recorded with the Register of Deeds.

32.2 Requirements.

The final plat shall be drawn on permanent unshrinkable reproducible film, measuring not more than 24 by 36 inches, and shall conform substantially to the preliminary plat as approved. If the final plat is drawn in two or more sections, each section shall be accompanied by a key map showing the locations of the several sections. The final plat shall be prepared by a Registered

Surveyor or Civil Engineer and shall show the following information:

1. Name and address of owner of record.
2. Name of subdivision, date, north point, and graphic scale.
3. Name and seal of registered surveyor or civil engineer.
4. Name of municipality or county in which subdivision is located and location map.
5. Exact boundaries of the tract of land being subdivided shown with bearings and distances. Distances are to be shown to the nearest one-tenth (1/10) of a foot and angles to the nearest minute.
6. Streets and alleys, rights-of-way, and street names. For subdivisions containing private streets, the method by which said streets shall be maintained shall be noted and the following notation shall be lettered or stamped on the final plat in such a matter as to ensure that said notification will be legible on any prints made therefrom:

NOTICE OF PRIVATE STREETS

The streets, or certain of the streets within this subdivision, have been platted as private streets which do not conform to minimum public right-of-way standards. As such, these private streets may not be turned over for public acceptance and maintenance.

7. Lot lines and lot and block numbers.

8. Parks, school sites, or other public open spaces, if any.
9. Accurate description of the location of all monuments and markers.
10. Existing railroads, water courses, and City limit lines.
11. Utility easements and widths for:
 - a. Water mains
 - b. Gas and electrical lines
 - c. Sanitary and storm lines
12. Forms for Final Certification. The following certificates shall be lettered or rubber stamped on the final plat in such a manner as to insure that said certificates will be legible on any prints made therefrom:

a. Certificate of Accuracy

It is hereby certified that this plat is true and correct.

Date

Registered Civil Engineer or
Registered Surveyor

b. Certificate of Approval of Water System and Waste Treatment Facilities

This is to certify that the Beaufort County Health Department has reviewed and approved the water and sewer system for the subdivision entitled _____.

Date

Director of County Board of Health

c. Certification of Approval of the Installation and Construction of Streets, Utilities and Other Required Improvements

I do hereby certify (1) that street, utilities and other required improvements have been installed in an acceptable manner and according to City specifications and standards in the subdivision entitled _____, or (2) that a guarantee of the installations of the required improvements in an amount or manner satisfactory to the City of Beaufort has been received.

City Engineer, Designee

Date

City Manager

d. Certificate of Ownership and Dedication

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby dedicate all streets, alleys, walks, parks, and other sites to public or private uses as noted.

Owner

Date

Owner

e. Certificate of Acceptance of Dedications

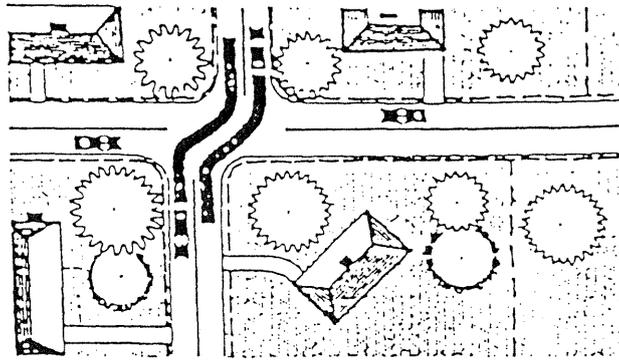
I, _____, the City Manager of Beaufort, South Carolina, do hereby certify that on the _____ day of _____, 19____, the City Council of the City of Beaufort accepted the dedication of the streets, easements, rights-of-way and public parks and other sites for public purposes as shown hereon.

Date
(Seal)

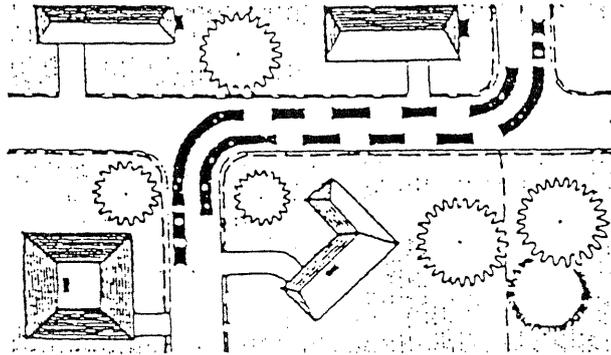
City Manager

I N T E R S E C T I O N S

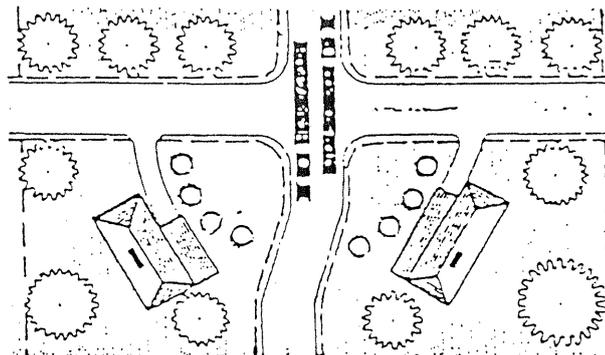
short street jogs
create hazardous
driving conditions



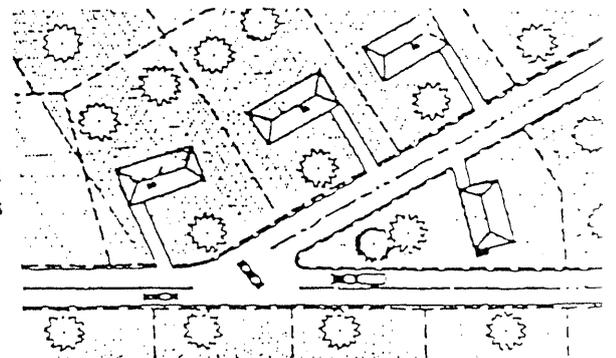
streets offset a
minimum of 200'



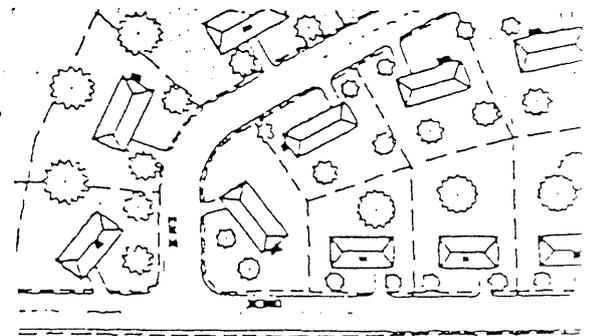
street jogs may be
eliminated through
proper design



sharp angle
intersections:
create traffic problems
reduce sight distances
produce improper
lotting



right angle intersections
result in good lotting
and proper sight
distances



40.10 Alleys: Service alleys or drives may be required in multiple dwelling, commercial and industrial developments and shall have a minimum surface treatment width of twenty (20) feet, but shall not be provided in one and two family residential developments unless the subdivider provides evidence satisfactory to the Planning Commission of the need for alleys.

40.11 Street Right-of-Way Widths: Minimum street right-of-way widths shall be as follows:

<u>Street Type</u>	<u>Pavement Width</u>	<u>Right-of-Way</u>
Public	22 feet minimum	55 86 feet minimum)
Private	20 feet minimum	40 feet minimum

40.12 Sight Distance for Horizontal Curves: Where horizontal curves are used, the minimum lineal sight distance shall be 200 feet for two (2) lanes, plus one hundred feet for each additional lane not to exceed 500 feet.

40.13 Tangents: Between reverse curves there shall be a tangent of not less than two hundred (200) feet.

SECTION 44. GENERAL SUITABILITY

- 44.1 The Planning Commission shall not approve a subdivision where the soil conditions have been determined not suitable for development purposes of the kind proposed.
- 44.2 Land susceptible to flooding shall be subject to the City of Beaufort Floodplain Regulations (Part 5, Chapter 4, Code of Ordinances, Beaufort, SC) and shall be so noted on the recorded plat.

ARTICLE V

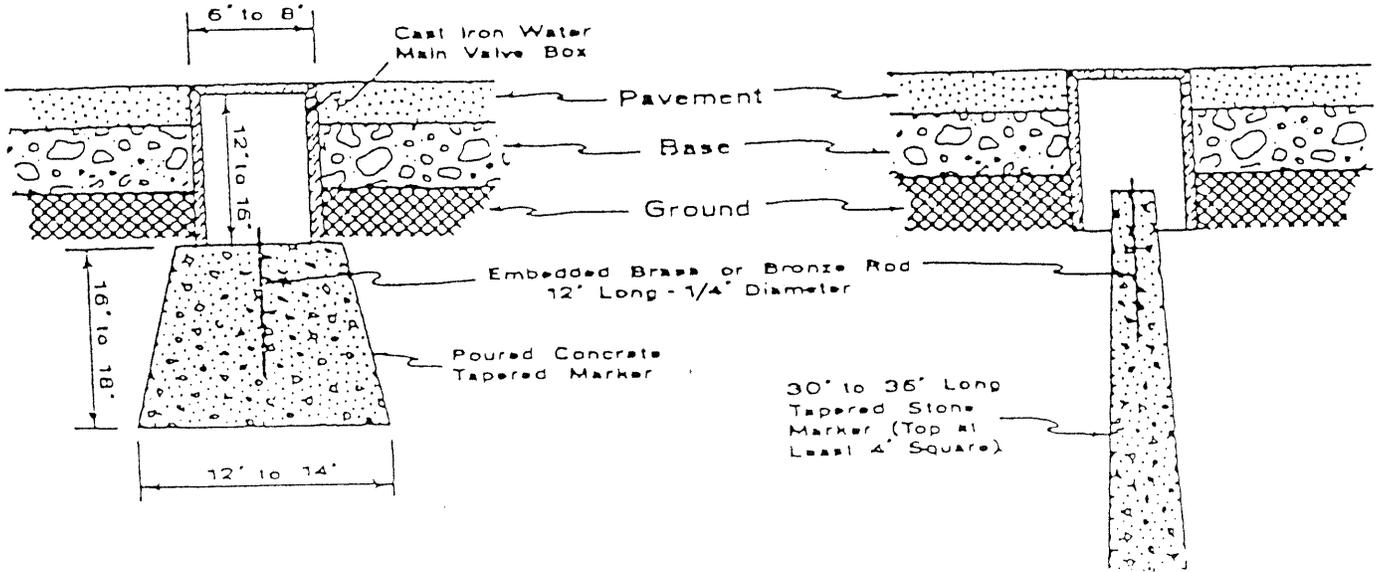
INSTALLATION OF PERMANENT REFERENCE POINTS
AND REQUIRED IMPROVEMENTS

SECTION 50. PERMANENT REFERENCE POINTS

Permanent reference points shall be placed in accordance with the following requirements:

- 50.1 Control Monuments: Control monuments shall be placed in the pavement of subdivision streets so that no subdivision lot is more than eight hundred (800) feet from a control monument. The Control Monuments should be placed in the streets offset from the centerline to avoid sanitary sewer lines—offset to be approximately half way between the centerline and edge of the pavement. Where practical, control monuments shall be placed at points of curvature and points of tangency of curves. The control monument may be poured on the job or be a concrete marker of the type commonly used in the area at least three (3) feet long and tapered with a twelve (12) inch long, 1/4 inch diameter brass or bronze

rod embedded in the top. Control monuments shall be placed in a cast iron water main valve type box with a cover flush with the pavement. (Refer to diagram below)



50.3 Property Marker: A steel or wrought iron pipe or the equivalent, not less than three-fourths (3/4) inches in diameter and at least thirty (30) inches in length shall be set at all property corners and points of curves, except those located by Monuments.

50.4 Accuracy: Land surveys within the City Limits shall be set at an accuracy of at least 1:7500, beyond the City Limits an accuracy of not less than 1:5000 is required.

SECTION 51. REQUIRED IMPROVEMENTS

Approval of the final plat shall be subject to the subdivider having installed the improvements hereinafter designated, or having guaranteed, to the satisfaction of the City, the installation of said improvements.

- 51.1 Street Improvements: Land designated for public streets shall be cleared and filled in accordance with the latest edition of the Standard Specifications for Highway Construction, South Carolina State Highway Department as determined appropriate by the City Engineer, Designee.
- 51.2 Drainage: Adequate storm drainage facilities shall be provided in accordance with the requirements of the City of Beaufort Storm Drainage Regulations (Part 5, Chapter 5, Code of Ordinances, Beaufort, South Carolina) as determined by the City Engineer, Designee.
- 51.3 Water and Sewer Facilities: Water and sewer facilities shall be provided in accordance with the standard procedures and policies of the City of Beaufort and the South Carolina Board of Health and shall be approved by the City Engineer, Designee.

ARTICLE VI

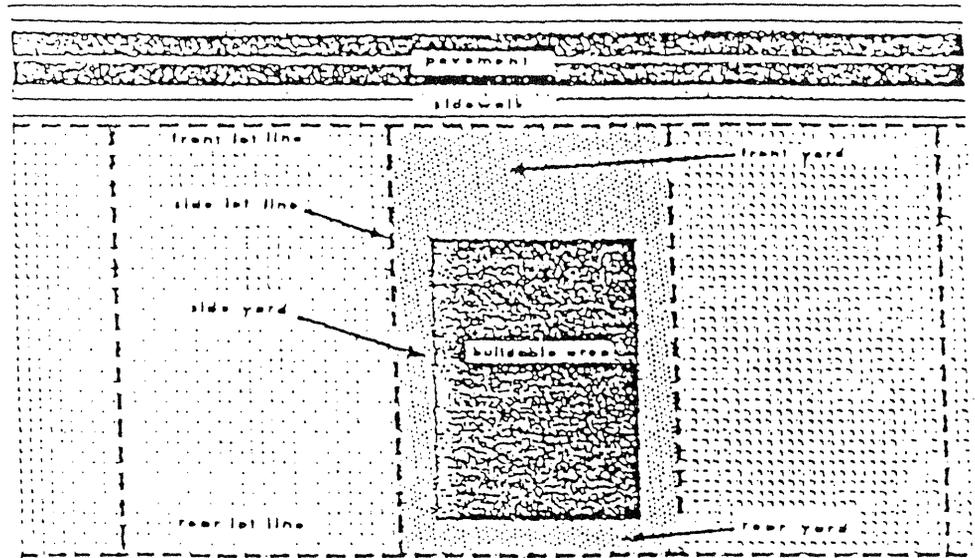
DEFINITIONS

For the purpose of these regulations, the following definitions shall be used. The word shall is mandatory and not directory.

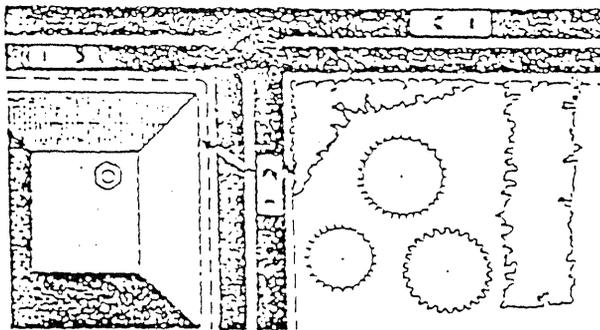
1. Alley. A secondary way which affords service access to the side or rear of a property.
2. City Engineer, Designee. A person or agency designated by the City Council to act as the City Engineer in the absence of an official City Engineer.

3. Cul-de-sac. A minor street with only one outlet and culminated by a turnaround.
4. Double Frontage Lot. A lot having frontage and access on two or more streets. A corner lot shall not be considered having double frontage unless it has frontage and access on three or more streets.
5. Easement. A grant to the general public, a corporation, or a certain person of a strip of a parcel of land for use for a specific purpose.
6. Lot. A single parcel or tract of land (in individual ownership.)
7. Private Street. Any newly created street is a private street unless (1) its right-of-way has been dedicated to the State of South Carolina or to the City of Beaufort; and (2) the appropriate public body has accepted the street for the purpose of maintaining it.
8. Reserve Strip. A strip of land adjacent to a public street or similar right-of-way which has been reserved for the purpose of controlling access at a public way.
9. Setback Line. That line which represents the distance a building or structure must be back from a lot boundary or a street right-of-way line or a street centerline according to the terms of this Ordinance. In all cases, the setback lines of a lot shall be determined to run parallel to and set back the appropriate distance required within the zoning district in which the lot is located from street right-of-way lines, street centerlines or other lot boundary lines.
10. Street. A dedicated public way or private way for vehicular traffic, whether designated as an

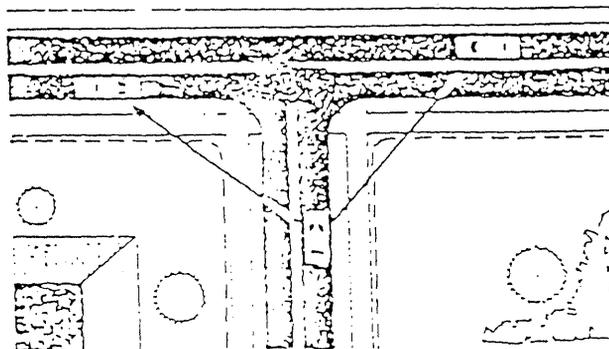
various elements
of a typical lot



improper setback of
buildings and plantings
obstructs vision at
intersections



proper setback of
buildings and
plantings provides
good sight
distances



S
E
T
B
A
C
K

avenue, boulevard, thoroughfare, road, highway, expressway, lane, drive, or any other public or private way.

11. Subdivision. All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, transfer, or development, and includes all division of land involving a new street or a change in existing streets, and includes resubdivision.
12. Subdivider. Any person, firm, or corporation who divides or develops any land deemed to be a subdivision as herein defined.

ARTICLE VII

GENERAL

SECTION 70. EXEMPTIONS

The following types of activities shall be exempt from the subdivision approval requirements of this Ordinance. Plats of such exceptions shall be received as information by the Planning Commission which shall indicate such fact on the plats:

- a. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority;
- b. The division of land into parcels of five acres or more where no new street is involved;
- c. A transfer of title to land not involving the division of land into parcels.

SECTION 71. VARIANCES

Whenever, in the opinion of the Planning Commission, the

strict application of the requirements contained in this Ordinance would result in extreme practical difficulties or undue misuse of property, the Planning Commission may modify such requirements as are necessary so that the subdivider is allowed to develop his property in a reasonable manner, provided that the public interests of the community and its citizens are protected and the general intent and spirit of the regulations are preserved.

The Planning Commission shall grant such a variance or modification only upon determination that:

1. The variance will not be detrimental to the public health, safety, and general welfare of the community.
2. The variance will not adversely affect the reasonable development of adjacent property.
3. The variance is justified because of topographic, or other special conditions unique to the property and development involved, in contradistinction to the mere inconvenience or financial disadvantage.
4. The variance is consistent with the objectives of this Ordinance and will not have the effect of nullifying the intent or purpose of this Ordinance or the Comprehensive Plan.
5. Such variance will not conflict with the requirements of the City Zoning Ordinance.

SECTION 72. APPEALS

The appeal of any ruling by the Planning Commission or other administering agent of this Ordinance shall be made to the City of Beaufort Zoning Board of Appeals in the manner, and within the time frame, set forth by that Board.

Thereafter, an aggrieved party may appeal a decision of the Zoning Board of Adjustments to a court of appropriate jurisdiction in Beaufort County.

SECTION 73. PENALTIES

The owner or agent of the owner of any land located within the platting jurisdiction of the Planning Commission as described herein who transfers or sells or agrees to sell such land before such plat has been approved by the Planning Commission and recorded in the office of the Clerk of Court in and for the County of Beaufort shall be guilty of a misdemeanor for each lot so transferred or sold or agreed or negotiated to be sold, and upon conviction thereof, shall be punished in the discretion of the Court. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties. The City may enjoin such transfer or sale or agreement by appropriate action.

SECTION 74. AMENDMENTS

The Beaufort City Council shall hold a public hearing on any amendment to this Ordinance prior to its adoption, notice of which shall appear not less than fifteen (15) nor more than thirty (30) days prior to the hearing date. The notice of hearing shall be made in a newspaper having general distribution to the area of jurisdiction.

ARTICLE VIII

LEGAL STATUTE PROVISIONS

SECTION 80. CONFLICT WITH OTHER LAWS, ORDINANCES, OR REGULATIONS

Whenever the requirements made under authority of these regulations impose higher standards than are required in any

other statute or local ordinance or regulation, the provisions of this Ordinance shall govern. Whenever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by this Ordinance, the provisions of such statute or local ordinance or regulations shall apply.

SECTION 81. INTERPRETATION

The regulations expressed in this document shall be considered as the minimum provisions for the protection of the health, safety, economy, good order, appearance, convenience, and welfare of the general public.

SECTION 82. VALIDITY

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such a declaration shall not affect the Ordinance as a whole, or any other part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 83. REPEAL OF CONFLICTING ORDINANCES

All Ordinances or parts of Ordinances other than the Zoning Ordinance of the City of Beaufort which are in conflict herewith are hereby repealed. Should the requirements of this Ordinance conflict with those of the Zoning Ordinance, the more stringent requirements shall prevail.

Sec. 5-6055. PUD planned unit development district.

(a) *Intent of district.* It is the intent of this section that the PUD zoning district be reserved for the establishment and continuance of shopping centers, group housing projects, planned industrial developments, medical centers, resort areas, and similar types of large-scale compatible use developments. The regulations which apply within this district are designed to encourage the formation of such planned developments when and as appropriate and to permit the greatest latitude possible with respect to:

- (1) Internal site planning considerations.
- (2) The location of these developments within the incorporated portions of the city in the best interest of the long-range development plans for the city.

(b) *Specific requirements.* In order to qualify for a planned unit development zoning classification, a proposed planned unit development must first meet the following specific requirements:

- (1) The site must have a minimum width between any two (2) opposite boundary lines of three hundred (300) linear feet;
- (2) The area proposed shall be in one (1) ownership, or, if in several ownerships, the application for amendment to this chapter shall be filed jointly by all of the owners of the properties included in the plan; and
- (3) A suitable plot plan shall be submitted by the developer(s) for review by the planning commission and approval by the city council. Specifically, such plan shall include the following elements, where applicable:
 - a. The plot plan drawn to scale by a registered civil engineer, registered land surveyor, registered landscape architect, or registered architect showing the exact dimensions of the parcel of land under consideration. The plan shall include the following elements: All property dimensions, plotting and street systems, proposed building sites and sizes, types

of use proposed for buildings, plans for the screening and protection of abutting properties, means of ingress and egress, access, and circulation arrangements, off-street parking and loading facilities, proposed reservation or dedications for streets, open spaces, and other public facilities. And, if requested, two-foot vertical contour intervals shall be provided on the site plan. The plot plan shall also include the name of the development and the developer(s), a north arrow, the date of field survey, tract boundary lines, dimensions, bearings, angles, and reference points to at least two (2) permanent monuments. If the proposal includes the subdivision of land for any purpose or the provision of new public streets, the information required above and any additional information which may be required under procedures regarding the processing and recording of subdivision plots in the city shall be included. The plot plan may then be processed simultaneously for recording and as a part of the application for a planned unit development district classification as provided for in this chapter.

- b. A written report shall be submitted by the developer(s) for review by the planning commission and approval by the city council; such report shall explain the type, nature, intent, and characteristics of the proposed development, and shall specifically include, where applicable:
 1. A general description of the proposal;
 2. A detailed legal description of the location of the site;
 3. Proposed standards for development, including restrictions on the use of property, density standards and yard requirements and restrictive covenants;

4. Proposed dedication or reservation of land for public use, including streets, easements, parks and school sites;
 5. Exceptions or variations from the requirements of this chapter if any are being requested;
 6. Plan for the provision of utilities, including water, sewer, and drainage facilities;
 7. Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities;
 8. Plans for parking, loading, access ways, signs, and means of protecting adjacent areas from lightning and other potentially adverse effects;
 9. A statement defining the manner in which the city council is to be assured that all improvements and protective devices, such as buffers, are to be installed and maintained; and
 10. Tabulations showing the total number of dwelling units by type, if any, and other data that the planning commission and the city council may require.
- c. In all PUD projects, the general provisions, as set forth in Article G, shall govern, unless relief is granted by the planning commission and the city council.

(c) *Administrative procedures with regard to PUD zoning districts.* Any request pertaining to the establishment of a PUD zoning district shall be considered an amendment to this chapter and shall be administered and processed in accordance with the regulations set forth in Article X, entitled "Amendments," of this chapter. All data set forth in subsection (b) shall be submitted to the planning commission and subsequently forwarded to the city council with the recommendation of the planning commission. If approved by

the city council, all information pertaining to the proposal shall be adopted as an amendment to this chapter, to be the standards of development for that particular planned unit development district.

All further developments shall conform to the standards adopted for the district regardless of any changes in ownership. Any proposed changes in the district shall be treated as amendments to this chapter and must be considered in accordance with procedures set forth in Article X of this chapter. Appeals based on hardship or an alleged misinterpretation of this chapter by the building official shall be processed in accordance with procedures set forth in Article W, entitled "Zoning Board of Appeals."

In an event where it is determined by the city council that development in the planned unit development district is not in accordance with the standards adopted for that district, the council shall be empowered to amend this chapter to place parts or all of the property in the planned unit development district in another zoning classification deemed by the council to be more appropriate.

Before approval of a planned unit development district, the city council may require a contract with safeguards satisfactory to the city attorney guaranteeing completion of the development plan in a period to be specified by the city council, but which period shall not exceed five (5) years unless extended by the city council for due cause shown. Such guarantee may include the submission of a performance bond in an amount as set by the city council.

The violation of any provisions of the plans, as submitted under the provisions provided herein, shall constitute a violation of this chapter.

(d) *Permitted developments.* Any planned large-scale development which meets the provisions of this chapter and which is considered by the planning commission and the city council for a PUD classification may be so classified. Examples might include areas proposed principally for large-scale development in industry, commerce, housing, areas proposed for preservation for recreational, historical, conservation, agricultural, or flood con-

trol purposes; areas to be utilized for specialized purposes such as recreational resorts, as well as educational, civic, governmental, transportation, or military complexes.

Approved PUD Districts may be areas of mixed land use so long as the land use patterns conform to the plans adopted as the zoning regulations for that particular district and to the provisions of subsection (e) below.

(e) *Permitted uses.* Any use proposed by the developer and considered by the planning commission and the city council as being compatible to other nearby uses within and without the district in keeping with the intent of the particular PUD district may be permitted in such district upon approval by the planning commission and city council. A listing of permitted uses within a particular PUD district shall be adopted as part of the regulations applying to that district. The developer shall prepare a list of proposed uses for submission with this application. After approval by the planning commission and the city council, the list, or portions thereof, approved by the aforementioned bodies shall be adopted as part of regulations applying to that particular PUD district. Thereafter, the uses permitted in the district shall be restricted to those listed, approved, and adopted according to procedures set forth therein.

(f) *General design criteria and development standards.*

- (1) Overall site design should be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes and street patterns, and use relationships. Variety in building types, heights, facades, setbacks, and size of open spaces shall be encouraged.
- (2) Densities per acre for residential dwelling units and yard and other dimensional requirements for each PUD district may be set by the city council upon recommendation of the planning commission.
- (3) Parking, loading and other requirements for each PUD district may be set by the city council upon recommendation of the planning commission. The standards of

Article G, sections 5-6113 and 5-6119 shall serve as a general guide to such requirements for uses proposed for location in a PUD district.

- (4) Where development abuts at separate single-family residential districts, buildings and activities, other than single-family dwellings and two-family dwellings, must be set back a sufficient distance from the separating property line or district boundary line, not less than thirty (30) feet for multifamily residential, public or institutional uses or fifty (50) feet for commercial or industrial uses. The distances separating all buildings and activities surrounding residential districts should, in fact, be great enough to constitute a reasonable buffer. Loading docks and truck maneuvering areas and terminals, where possible, should be further removed from residential lot lines than buildings. Property lines abutting residential districts must be screened by a permanent attractive planting screen, wall or fence in a buffer strip not less than seven (7) feet in height and sufficient to screen out excessive sound and view from the residential areas, except in the following instances: Where one- and two-family dwellings within the PUD district are on property immediately adjoining multifamily dwellings or townhouses in a residential district, then no buffer shall be required. In addition, all storage yards or outdoor display spaces must be enclosed with a planting screen, wall, or fence to a height of at least seven (7) feet, including gates or exit points.
- (5) Within a PUD district, the design should include buffers suitable for screening residential areas from institutional, commercial or industrial uses when a danger of incompatibility appears to exist.
- (6) Lighting facilities shall be arranged in a manner which will protect the highway and neighboring properties from direct glare or hazardous interference of any kind.

EXHIBIT A-5

SPECIFIC APPLICATION OF SECTION 5-6055

Section 5-6055 is modified as follows:

A. Cane Island Retreat Tract, Airport Junction Tract, Hanover Park Tract:

Section 5-6055(b)(3)a. The PUD Master Plans for the Tracts (see Exhibits B-8, C-6, and D-6) shall be deemed to be "suitable plat plans" for the purpose of Section 5-6055(b)(3)a.

Section 5-6055(b)(3)b. The Development Agreement among Cane Island Retreat LLC, Airport Junction LLC, Hanover Park LLC, Sea Island Homeplace LP, Gleason Place LP and the City of Beaufort, South Carolina, shall be deemed to be a "written report" for the purposes of Section 5-6055(b)(3)b.

Section 5-6055(b)(3)c. "Article G. General Provisions" shall not apply to the PUD Projects for the Tracts: relief from same is hereby granted.

Section 5-6055(c). The approval of the planned unit development districts will not require a contract guaranteeing completion of the development plans for the Tracts in a period not to exceed five (5) years; this requirement is being extended by the City Council for due cause shown, namely: (i) flexibility must be allowed as to the exact sequence and timing of individual development phases; (ii) expected commencement and interim completion dates exceed a five (5) year period; and (iii) the developments may not be complete for fifteen (15) years or more.

Section 5-6055(f)(3) and (f)(8). Requirements for the Tracts for parking and loading and for traffic ways and access ways shall be as recited in the Development Agreement. See Exhibits B-11 and B-13; C-8 and C-9; and D-8 and D-9.

Section 5-6055(f)(4). Requirements for the Tracts for setbacks, buffers, loading docks, screening, storage yards, display spaces, planting screens, walls and fences, shall be as recited in the Development Agreement. See Exhibits B-7, C-5, and D-5.

B. Cane Island Retreat Tract only:

Section 5-6055(f)(7). Sign requirements for the Cane Island Retreat Tract shall be as recited in the Development Agreement. See Exhibit B-7.

- (2) *Minimum lot width measured at the building line:* One hundred (100) feet.
- (3) *Minimum front yard depth measured from the nearest street right-of-way line:* Thirty-five (35) feet. For exceptions to this requirement, see sections 5-6105 and 5-6106.
- (4) *Minimum side yard:* No less than fifteen (15) feet for each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (5) *Minimum rear yard:* Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
- (6) *Maximum building height:* Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (7) *Maximum area of impervious surface coverage (buildings and pavement):* Seventy-five (75) percent of total lot area.
- (8) *Additional requirements:* Uses permitted in TR zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.
- (9) *Signs:* Signs permitted in TR zoning districts, including the condition under which they may be located, are set forth in Article F.

(Ord. No. O-21-01, 5-22-01)

Sec. 5-6043. R-12 one-family residential district.

(a) *Intent of district.* It is the intent of the section that the R-12 zoning district be developed and reserved for low density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on lots of twelve thousand five hundred (12,500) square feet or more, and to discourage any encroachment by commercial, industrial or other uses capable of adversely affecting the residential character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any R-12 zoning district:

- (1) All uses permitted in a CP conservation preservation district, as shown in section 5-6041(b).
- (2) One-family dwelling (other than a mobile home).
- (3) Unlighted, regulation-size or par three golf courses.
- (4) Noncommercial horticulture or agriculture, but not including the keeping of poultry or livestock.
- (5) Customary home occupation established under the provisions of section 5-6110.
- (6) Accessory use in compliance with the provisions of sections 5-6111 and 5-6112.

(c) *Conditional uses.* The following uses shall be permitted in any R-12 zoning district on a conditional basis, subject to conditions set forth in Article I, section 5-6177:

- (1) Church, synagogue, temple and other places of worship provided that: (1) such use is housed in a permanent structure; (2) such use is located on a lot not less than twenty thousand (20,000) square feet in area; and (3) no structure on the lot is closer than twenty-five (25) feet to any abutting residential property line.
- (2) Public and private schools, kindergartens, day care centers and nurseries.
 - a. Structures are placed not less than fifty (50) feet from any property line.
 - b. Adequate off-street parking is provided consistent with parking requirements for the proposed use as set forth in Article G, section 5-6113.
 - c. Adequate ingress/egress is provided for vehicles bringing and picking up children.
 - d. Signs must be nonilluminated, placed flat against the wall of the principal structure and not exceed four (4) square feet in area.

- (3) Public utility substation or sub-installation, including water towers, provided that: (1) such use is enclosed by a painted or chain link fence or wall at least six (6) feet in height above finish grade; (2) there is neither office nor commercial operation nor storage of vehicles or equipment on the premises; and (3) a landscaped strip not less than five (5) feet in width is planted and suitably maintained around the facility.
- (4) Cemetery provided that such use (1) consists of a site of at least one (1) acre; (2) includes no crematorium or dwelling unit other than for a caretaker; (3) has a front yard setback of at least seventy (70) feet from the street right-of-way line, whichever is further; and (4) maintains a non-illuminated sign no greater than thirty (30) square feet and ten (10) feet in height.
- (5) Temporary use in compliance with the provisions of section 5-6104.

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Accessory dwelling unit, subject to the provisions of section 5-6131.

(e) *Other requirements.* Uses permitted in R-12 zoning districts shall be required to conform to the following standards, except that the use of substandard lots of record as of the effective date of this chapter may be subject to whatever relief is provided by section 2-6108.

- (1) Minimum lot area: Twelve thousand five hundred (12,500) square feet.
- (2) Minimum land area per dwelling unit: Twelve thousand five hundred (12,500) square feet.
- (3) Minimum lot width measured on the building line: One hundred (100) feet.
- (4) Minimum front yard depth measured from the nearest street right-of-way line: Thirty-five (35) feet. For exceptions to this requirement, see sections 5-6105 and 5-6106.

- (5) Minimum side yard: No less than fifteen (15) feet for each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (6) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
- (7) Maximum building height: Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (8) Maximum area of impervious surface coverage (buildings and pavement): Forty (40) percent of total lot area.
- (9) Minimum floor area requirement: Twelve hundred (1,200) square feet.
- (10) Additional requirements: Uses permitted in R-12 zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.
- (11) Signs: Signs permitted in R-12 zoning districts, including the condition under which they may be located, are set forth in Article F.
(Ord. No. O-24-98, 4-28-98; Ord. No. O-03-00, § 2, 1-11-00; Ord. No. O-21-00, § 1, 5-9-00; Ord. No. O-21-01, 5-22-01)

Sec. 5-6044. R-9 one-family residential district.

(a) *Intent of district.* It is the intent of this section that the R-9 zoning district be developed and reserved for medium-density one-family residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable healthy environment for one-family dwellings situated on lots of nine thousand (9,000) square feet or more; and to discourage any encroachment by commercial, industrial, or other use capable of adversely affecting the residential character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any R-9 zoning district:

- (1) All uses permitted in the R-12 one-family residential district as shown in section 5-6043(b).

(c) *Conditional uses.* The following uses shall be permitted in any R-9 zoning district subject to conditions set forth in Article I, section 5-6177.

- (1) All conditional uses permitted in the R-12 one-family residential district, as shown in section 5-6043(b).

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Accessory dwelling unit, subject to the provisions of section 5-6131.

(e) *Other requirements.* Uses permitted in R-9 zoning districts shall be required to conform to the following standards, except that the use of substandard lots of record as of the effective date of this chapter may be subject to whatever relief is provided by section 5-6034:

- (1) Minimum lot area: Nine thousand (9,000) square feet.
- (2) Minimum area per dwelling unit: Nine thousand (9,000) square feet.
- (3) Minimum lot width, measured at the building line: Eighty (80) feet.
- (4) Minimum front yard depth measured from the nearest street right-of-way line: Thirty (30) feet. For exceptions to this requirement, see sections 5-6105 and 5-6106.
- (5) Minimum side yard: No less than twelve (12) feet for each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (6) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
- (7) Maximum building height: Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (8) Maximum area of impervious surface coverage (buildings and pavement): Forty-five (45) percent of total lot area.
- (9) Minimum floor area requirement: Nine hundred (900) square feet.

(10) Additional requirements: Uses permitted in R-9 zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.

(11) Signs: Sign permitted in R-9 zoning districts, including the conditions under which they may be located are set forth in Article F.

(Ord. No. O-03-00, § 3, 1-11-00; Ord. No. O-21-00, § 2, 5-9-00; Ord. No. O-21-01, 5-22-01)

Sec. 5-6045. R-6 One-family residential district.

(a) *Intent of district.* It is the intent of this section that the R-6 zoning district be developed and reserved for high-density one-family residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on lots of six thousand (6,000) square feet or more; and to discourage any encroachment by commercial, industrial, or other use capable of adversely affecting the residential character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any R-6 zoning district:

- (1) All uses permitted in the R-12 one-family residential district, as shown in section 5-6043(b).
- (2) Group dwellings, provided that no more than three (3) group dwellings are located in an R-6 zoning district, and further provided that each such group dwelling is located no less than two thousand five hundred (2,500) feet from any other group dwelling.

(c) *Conditional uses.* The following uses shall be permitted in any R-6 zoning district subject to conditions set forth in section 5-6177.

- (1) All conditional uses permitted in the R-12 one-family residential district, as shown in section 5-6043(c).

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Accessory dwelling unit, subject to the provisions of section 5-6131.

(e) *Other requirements.* Uses permitted in R-6 zoning districts shall be required to conform to the following standards, except that the use of substandard lots of record as of the effective date of this chapter may be subject to whatever relief is provided by section 5-6034:

- (1) Minimum lot area: Six thousand (6,000) square feet.
- (2) Minimum area per dwelling unit: Six thousand (6,000) square feet.
- (3) Minimum lot width, measured at the building line: Sixty (60) feet.
- (4) Minimum front yard depth measured from the nearest street right-of-way line: Twenty-five (25) feet. For exceptions to this requirement, see sections 5-6105 and 5-6106.
- (5) Minimum side yard: No less than ten (10) feet for each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (6) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6106.
- (7) Maximum building height: Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (8) Maximum area of impervious surface coverage (buildings and pavement): Fifty (50) percent of total lot area.
- (9) Minimum floor area requirement: Six hundred (600) square feet.
- (10) Additional requirements: Uses permitted in R-6 zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.

- (11) Signs: Signs permitted in R-6 zoning districts, including the conditions under which they may be located are set forth in Article F.

(Ord. No. O-12-91, 2-12-91; Ord. No. O-03-00, § 4, 1-11-00; Ord. No. O-21-00, § 3, 5-9-00; Ord. No. O-21-01, 5-22-01)

Sec. 5-6046. GR general residential district.

(a) *Intent of district.* It is the intent of this section that the GR zoning district be developed and reserved for medium-to-high density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for several different types of dwellings situated on lots of six thousand (6,000) or more square feet, and to discourage unwarranted encroachment of commercial, industrial or other uses capable of adversely affecting the residential character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any GR zoning district:

- (1) All uses permitted in the R-12 one-family residential district as shown in section 5-6043(b).
- (2) Two-family dwelling.
- (3) Multifamily dwelling.
- (4) Group dwelling.

(c) *Conditional uses.* The following uses may be permitted in any GR zoning district subject to the provisions set forth in section 5-6177:

- (1) All conditional uses permitted in the R-12 one-family residential district as shown in section 5-6043(c).
- (2) Public or private care homes, provided such facilities conform with the requirements of the state board of health, and provided plans for such facilities receive the written approval of the county board of health prior to the issuance of any permits for construction and operation; copies of such approval to be attached to the building permit and to be retained in the files of the building official.

- (3) Townhouses provided that such use conforms to special requirements set forth in subsection (e).
- (4) Condominiums provided that such use conforms to requirements set forth in subsection (d) pertaining to multifamily dwellings.
- (5) Bed and breakfasts existing at the time of adoption of this subsection shall be allowed to expand up to a maximum of nine (9) guest units provided:
 - a. No habitable structural additions to the building are proposed as part of expansion of the B&B use;
 - b. The B&B is operated by a resident manager;
 - c. The property meets the parking requirement of one (1) on-site, off-street parking space for every new guest unit plus one (1) space for the manager and one (1) parking space for every three guest units existing at the time of adoption of this subsection. No variances from this condition shall be permitted;
 - d. The requirements of Article K of the Zoning Ordinance (Landscaping and Tree Conservation) are or will be met if applicable;
 - e. Use of the property for a B&B meets all applicable building and fire codes;
 - f. The use contains no more than one (1) freestanding sign and/or one (1) wall sign meeting the requirements of the Appendix of Article F, Sign Guidelines, Beaufort Historic District;
 - g. No meals other than breakfast are served to the paying registered guests unless such other meals are being catered. No variances from this section shall be permitted; and
 - h. The facility is complying with all business license, revenue collection,

and health laws of the City of Beaufort, Beaufort County, and the State of South Carolina.

- (6) Bed and breakfasts existing at the time of adoption of this subsection shall be allowed to be repaired, rebuilt, or altered after damage exceeding sixty (60) percent of replacement cost at the time of destruction provided:
 - a. No additional rooms are added as part of the repair or reconstruction process;
 - b. On-site, off-street parking is provided at the rate of one (1) parking space for every three guest units existing at the time of adoption of this subsection and one (1) parking space for every new guest unit developed subsequent to adoption of this subsection; and
 - c. Reconstruction or repair, when legal, begins within six (6) months after damage is incurred.

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Bed and breakfast (B&B), provided the zoning board of appeals makes the following findings:
 - a. The property is located in the Historic District;
 - b. There is no other B&B within a residential zoning district located within five hundred (500) feet of the proposed B&B. Distances shall be measured from the property line;
 - c. The structure is at least ten (10) years old;
 - d. No habitable structural additions to the building are proposed as part of conversion to a B&B use;
 - e. The B&B will be operated by a resident manager;
 - f. The property meets the parking requirement of one (1) on-site, off-

- street parking space for every guest unit plus one (1) space for the resident manager. No variances from this condition shall be permitted;
- g. The requirements of Article K of the Zoning Ordinance (Landscaping and Tree Conservation) are or will be met if applicable;
 - h. Use of the property for a B&B meets all applicable building and fire codes;
 - i. There will be no more than one (1) freestanding sign and/or one (1) wall sign meeting the requirements of the Appendix of Article F, Sign Guidelines, Beaufort Historic District;
 - j. No meals other than breakfast will be served to the registered guests unless such other meals are being catered. No variances from this section shall be permitted;
 - k. The facility will comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the State of South Carolina; and
 - l. The proposed use is otherwise in character with the immediate neighborhood.
- In making these findings, the zoning board of appeals shall consider the following:
- a. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
 - b. The distance the proposed site is from a collector type street;
 - c. The development pattern and pre-dominate land uses within five hundred (500) feet of the proposed facility;
 - d. The number of rooms in the facility; and
 - e. The criteria outlined in section 5-6426(c) of the Zoning Ordinance.
- (2) Accessory dwelling unit, subject to the provisions of section 5-6131.
- (e) *Other requirements.* Unless specified elsewhere in this chapter, or unless subject to relief under conditions set forth in section 5-6034, uses permitted in GR zoning districts shall be required to conform to the following standards:
- (1) Minimum lot area:
 - One-family dwellings: Six thousand (6,000) square feet.
 - Two-family dwellings: Six thousand (6,000) square feet.
 - Group dwelling: Twelve thousand (12,000) square feet.
 - Multifamily dwelling: Six thousand (6,000) square feet.
 - Other principal uses: Six thousand (6,000) square feet.
 - (2) Minimum lot area per dwelling unit: The minimum area per dwelling unit on a lot shall not be less than indicated by dwelling unit type on the following schedule:
 - One-family dwelling: Six thousand (6,000) square feet per unit.
 - Two-family dwelling: Three thousand (3,000) square feet per unit.
 - Group dwelling: Not applicable.
 - Multifamily dwelling: According to the following table:

TABLE A

LOT AREA SQUARE FOOTAGE REQUIRED FOR MULTIPLE-FAMILY DWELLING UNITS

<i>Unit Type</i>	<i>Stories</i>			
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4 or more</i>
Efficiency units	2,000	1,435	1,410	1,240
1-Bedroom	2,000	1,775	1,625	1,438
2-Bedroom	2,650	2,475	2,125	1,825

<i>Unit Type</i>	<i>Stories</i>			
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4 or more</i>
3-Bedroom	3,525	3,175	2,653	2,200
4 or more bedrooms	4,375	3,975	3,492	2,725

Other principal uses: Not applicable.

- (3) Maximum dwelling units per net acre: The maximum number of dwelling units per acre shall not exceed the number indicated by dwelling unit type on the following schedule. In instances where the permitted figure is determined to include a fraction, the lesser round number shall apply:

One-family dwelling: Six (6) dwelling units.

Two-family dwelling: Thirteen (13) dwelling units.

Group dwelling: Not applicable.

Multifamily dwelling: According to the following table:

TABLE B

PERMITTED MULTIPLE-FAMILY DWELLING UNITS PER NET ACRE BY UNIT TYPE

<i>Unit Type</i>	<i>(Floor Area) Minimum</i>	<i>Stories</i>			
		<i>1</i>	<i>2</i>	<i>3</i>	<i>4 or more</i>
Efficiency units	400	21	24	30	35
1-bedroom	400	21	24	26	30
2-bedroom	800	16	20	24	23
3-bedroom	1,000	12	13	16	19
4 or more bedrooms	1,200	9	10	12	15

Other principal uses: Not applicable.

- (4) Minimum lot width, measured at the building line:

One-family dwelling: Sixty (60) feet.

Two-family dwelling: Sixty (60) feet.

Group dwelling: Eighty (80) feet.

Multiple-family dwelling: Sixty (60) feet.

Private or public care home: Eighty (80) feet.

Other principal uses: Sixty (60) feet.

- (5) Minimum front yard depth, measured from the nearest street right-of-way line: Twenty-five (25) feet. For other exceptions to this requirement, see sections 5-6105 and 5-6106.

- (6) Minimum side yard: No less than ten (10) feet on each side except that group dwellings and private or public care homes shall be required to provide fifteen (15) feet on each side. For side yard requirements pertaining to corner lots, see section 5-6103.

- (7) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.

- (8) Maximum area of impervious surface coverage (buildings and pavement): Fifty (50) percent of total lot area.

- (9) Minimum floor area requirements:
Efficiency units: Four hundred (400) square feet.

- 1-bedroom: Four hundred (400) square feet.
- 2-bedrooms: Eight hundred (800) square feet.
- 3-bedrooms: One thousand (1,000) square feet.
- 4 or more bedrooms: One thousand two hundred (1,200) square feet.
- (10) Maximum building height:
- One-family dwelling: Thirty-five (35) feet.
- Two-family dwelling: Thirty-five (35) feet.
- Group dwelling and multiple-family dwelling: Fifty (50) feet.
- Other principal uses: Fifty (50) feet. All roof-tops, appurtenances, and more particularly, but not limited to, air conditioners and elevator shafts, shall be included in the maximum building height. For exceptions to the height regulations, see section 5-6122.
- (11) Additional requirements: Uses permitted in GR zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.
- (12) Signs: Signs permitted in GR zoning districts, including the conditions under which they may be located, are set forth in Article F.
- (f) *Townhouses—Special requirements.*
- (1) The regulations, as contained in this subsection, shall be applied to townhouses where permitted in any district.
- (2) Site plan and design criteria, general: Townhouses, in areas where they are or may be permitted:
- a. May be appropriately intermingled with other types or housing;
 - b. The front shall not form long, unbroken lines of row housing, but shall be staggered at the front building line, singularly, in pairs, or in threes, by at least ten (10) feet.
- (3) Site plan and design criteria, details: In line with the general considerations above:
- a. Not more than ten (10) contiguous townhouses nor fewer than three (3) shall be built on a row with the front line conforming to the requirements of subsection (e)(2)b.
 - b. Minimum width for the portion of the lot on which the townhouse is to be constructed shall be eighteen (18) feet, but the minimum average width of a group of five (5) or more units shall be twenty (20) feet.
 - c. Lot area shall average no less than two thousand (2,000) square feet, and the minimum of any single lot shall be one thousand eight hundred (1,800) square feet.
 - d. Separation requirements: No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group, or to any building outside the townhouse area.
 - e. Yards: No front, side, or rear yard as such is required in connection with any townhouse, except that the nearest point of each building shall be at least twenty (20) feet from the nearest right-of-way line of abutting streets. Each townhouse shall have on its own lot one (1) rear or side yard, private or reasonably secluded from view from streets or from neighboring property. Such yard shall not be used for any accessory building.
 - f. Grouped parking facilities: Insofar as practicable, off-street parking facilities shall be grouped in bays, either adjacent to streets or in the interior of blocks.
 - g. Open space: In all townhouse projects where more than ten (10) units are to be constructed, a landscaped common area amounting to at least ten

(10) percent of a single townhouse project area shall be provided on the same or adjacent block. No building, parking, storage or other use shall be made of this open space.

(Ord. No. O-12-98, §§ 11, 12, 2-10-98; Ord. No. O-03-00, § 6, 1-11-00; Ord. No. O-21-01, 5-22-01)

Sec. 5-6047. CC core commercial district.

(a) *Intent of district.* It is the intent of this section that the CC, core commercial zoning district be developed and reserved for general business and specific residential purposes. The regulations which apply within this district are designed to encourage the maintenance of a centrally located trade and commercial area and to foster the development of certain residential uses.

(b) *Permitted uses.* The following uses shall be permitted in any CC district:

- (1) Private dock or boat house.
- (2) Boat marina.
- (3) Bait house.
- (4) Public utility line, fire or water tower or substation.
- (5) Publicly owned and/or operated park, open space, recreational facility or use, and the equipment necessary for servicing the users.
- (6) Activities related to soil and water conservation, measurement, and control.
- (7) Sites or structures acknowledged by the city council to be of historical significance.
- (8) Retail, wholesale or storage business involving the sale of merchandise on the premises, except those uses which involve open yard storage of junk, salvage, used vehicle parts or building materials. Open storage shall be permitted under conditions set forth in section 5-6048(c)(6) of the provisions for General Commercial (GC) Zoning District requirements. Uses include but are not limited to:
 - a. Antique store.
 - b. Book, magazine, newspaper shop.
 - c. Candy store.

- d. Drug store or pharmacy.
- e. Florist shop.
- f. Fruit, nut and/or vegetable store.
- g. Gift or curio shop.
- h. Grocery store.
- i. Hobby and/or toy shop.
- j. Clothing accessories store.
- k. Music store and/or record shop.
- l. Package liquor store.
- m. Clothing, apparel store.
- n. Photographic and camera supply and service store.
- o. Shoe store.

- (9) Businesses involving the rendering of personal services other than an automobile laundry or an automobile repair garage which shall be permitted under conditions set forth in section 5-6048(c)(1) and (c)(4) of the GC district requirements. Uses included, but are not limited to:
 - a. Bank, savings and loan association, personal loan agency and branches.
 - b. Barber shop, beauty shop, or combination thereof.
 - c. Bicycle repair and sales shop.
 - d. Dressmaker, seamstress, tailor.
 - e. Dry cleaning self service, and/or laundry self-service facility.
 - f. Jewelry and watch repair shop.
 - g. Locksmith or gunsmith.
 - h. Medical, dental, or chiropractic office, clinic and/or laboratory.
 - i. Reserved.
 - j. Office for governmental business, professional or general purposes.
 - k. Photographic studio.
 - l. Public or private utility office.
 - m. School offering instruction in art, music, dancing, drama, or similar cultural activity.

- n. Secretarial and/or telephone answering service.
- o. Shoe repair shop.
- (10) Private or semiprivate lodge, or social center.
- (11) Place of worship.
- (12) Residential use lawfully existing within this district at the time of adoption of this chapter.
- (13) Publicly owned and operated building, facility, or land.
- (14) Off-street commercial parking or garage.
- (15) Public or private recreation facility, including:
 - a. Billiard parlor.
 - b. Theater, but not including drive-in type of facility.
 - c. Bowling alley.
- (16) Commercial trade or vocational school.
- (17) Eating and/or drinking establishment excluding drive-in or curbside service.
- (18) Accessory uses in compliance with the provisions of sections 5-6111 and 5-6112.
- (19) Bed and breakfast.

(c) *Conditional uses.*

- (1) Combination of residential use with any use permitted herein provided that all dwelling units have direct access to an abutting street, alley or other public right-of-way.
- (2) Inn or hotel/motel provided:
 - a. Off-street parking is provided at the rate of one (1) space per guest unit. Off-site parking may be used to satisfy the requirements of this section if the ordinance administrator is provided with appropriate documentation (proof of ownership or a copy of a contract for leased spaces) that such parking has been made available to the facility in question. The arrangements for any required parking that is not provided in perpetuity

(i.e. by way of fee-simple ownership, use of a property deed, covenant, or easement) shall be reviewed on an annual basis at the time the business license for the facility is being renewed.

(3) Hotel/motel provided:

- a. The facility will have no more than sixty (60) guest rooms. Hotels as adaptive reuses of existing structures are exempt from this sixty-room cap; however, additions of habitable space are limited to twenty-five (25) percent of the total square footage of habitable space existing at the time of adoption of this section.
- b. Off-street parking is provided at the rate of one (1) space per guest unit. Off-site parking may be used to satisfy the requirements of this section if the ordinance administrator is provided with appropriate documentation (proof of ownership or a copy of a contract for leased spaces) that such parking has been made available to the facility in question. The arrangements for any required parking that is not provided in perpetuity (i.e. by way of fee-simple ownership, use of a property deed, covenant, or easement) shall be reviewed on an annual basis at the time the business license for the facility is being renewed.

(d) *Other requirements.* Unless otherwise specified elsewhere in this chapter or in the sections of the zoning regulations, uses permitted in the CC districts shall be required to conform to the following standards:

- (1) Minimum lot area: Twenty-five hundred (2,500) square feet.
- (2) Minimum lot width: Measured at the building line, twenty-five (25) feet.
- (3) Minimum front yard: Measured from the nearest abutting street right-of-way line, zero (0) feet.

- (4) Minimum side yard: No side yards are required. However, the provisions of section 5-6103 shall apply with respect to corner lots.
- (5) Minimum rear yard: Twenty (20) feet from the property line. However the provisions of section 6-6105 pertaining to double frontage lots shall apply in CC districts where applicable.
- (6) Maximum building height: Fifty (50) feet, subject to the following provisions:

- a. For new/infill construction, the maximum height of front wall in CC districts: If the front wall or other portion of a building or other structure is located on the front property line, the height of such front wall or other portion of a building or other structure shall not exceed a maximum height of thirty (30) feet above curb level. Above such specified maximum height at the front property line, the building or other structure shall not penetrate the sky exposure plane while attaining the maximum building height of fifty (50) feet in the CC District.

For the purpose of applying the regulations of this section to corner lots, any zone lot improved with a building or other structure shall be considered to have one (1) front property line for each street; the zone lot has street frontage.

- b. Alternate. If an open area is provided along the full length of the front lot line, the thirty-foot maximum height for the front wall is waived. However, in such instances, no building or other structure shall penetrate the alternate sky exposure plane set forth in this section and the maximum building height of fifty (50) feet in the CC district.

(Ord. No. O-25-92, 10-27-92; Ord. No. O-12-98, § 8, 2-10-98; Ord. No. O-24-99, 4-27-99; Ord. No. O-46-99, 7-27-99; Ord. No. O-21-01, 5-22-01)

Sec. 5-6048. GC general commercial district.

(a) *Intent of district.* It is the intent of this section that the GC zoning district be developed and reserved for general business purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial, residential or other uses considered capable of adversely affecting the basic commercial character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any GC zoning district:

- (1) Any use permitted in any R-12 residential district, in compliance with the provisions of section 5-6043, unless otherwise set forth herein.
- (2) Any use permitted in the NC neighborhood commercial district.
- (3) Any use permitted in the OC office commercial district.
- (4) Retail, wholesale or storage business involving the sale of merchandise on the premises, except those uses which involve open yard storage of junk, salvage, used auto parts or building materials. Open storage shall be permitted under conditions set forth in subsection (c)(6).
- (5) Business involving the rendering of personal services other than an automobile laundry or an automobile repair garage which shall be permitted under conditions set forth in subsections (c)(1) and (4).
- (6) Off-street commercial parking or garage.
- (7) Public or private recreation facility, including, but not limited to:
 - a. Billiard parlor;
 - b. Theater, but not including drive-in type of facility;
 - c. Bowling alley;
 - d. Golf course (including driving range);

- e. Swimming pools;
- f. Tennis courts.
- (8) Commercial trade or vocational school.
- (9) Eating and/or drinking establishment including drive-in window service.
- (10) Radio and/or television station.
- (11) Public utility installation or subinstallation, including water towers.
- (12) Accessory uses in compliance with the provisions of sections 5-6111 and 5-6112.
- (13) Bed and breakfast.
- (14) Inn, if located outside the Historic District.
- (15) Hotel, if located outside the Historic District.

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any GC zoning district, subject to conditions set forth in section 5-6425:

- (1) Automobile service station and/or garage for the repair and servicing of motor vehicles, provided:
 - a. All pumps are set back at least twenty-five (25) feet from the right-of-way of the street;
 - b. Parking and/or service areas are separated from adjoining residential properties by a suitable planting screen, fence, or wall at least six (6) feet in height.
 - c. All parts shall be stored within an enclosed building, and there is no open storage of dismantled vehicles visible at any point beyond the premises, and any open storage of dismantled, wrecked, disabled, or abandoned vehicles shall not exceed a period of ninety (90) days per vehicle, and rendered invisible from view from any point by a fence, screen, vegetation buffer, or other device. Any such vehicle must be promptly tagged with an official sticker secured from the city building official,
- (2) Combination of residential structure with any use permitted herein provided that all dwelling units have direct access to the street.
- (3) Newspaper publishing plant provided that the requirements for parking, loading, and unloading conform to those for industrial buildings, as set forth in sections 5-6113 and 5-6119.
- (4) Automobile laundry or laundromat provided:
 - a. An off-street paved parking area capable of accommodating not less than one-half of hourly vehicle washing capacity awaiting entrance to the washing process is suitably located and maintained on the premises (such space to contain at least two hundred (200) square feet per waiting vehicle); and
 - b. No safety hazard or impediment to traffic movement is created by the operation of such an establishment.
- (5) Animal hospital and/or boarding facility provided all boarding arrangements are maintained within a building and/or in an adjoining lot, and provided no noise connected with the operation of the facility is perceptible beyond the premises.
- (6) Open yard use for the sale, rental and/or storage of materials or equipment, excluding junk or other salvage, provided that such uses are separated from adjoining

- residential properties by a suitable planting screen, fence, or wall at least seven (7) feet in height above finished grade.
- (7) Community hospitals or clinics including any functions which relate directly to the operations of hospitals or clinics and are contained within the confines of the hospital or clinic, and provided such uses are in compliance with the provisions of Table I, section 5-6054(c).
- (8) Public or private care homes provided:
- a. Such facilities conform with the requirements of the state board of health;
 - b. Plans for such facilities receive the written approval of the county board of health and the state fire marshal prior to the issuance of any permits for construction and operation; copies of such approval to be attached to the building permit and to be retained in the files of the building official;
 - c. Such use conforms with the provisions of Table I (b) pertaining to care homes.
- (9) Temporary use in compliance with the provisions of section 5-6177.
- (10) Establishment housing one or more electronic gaming devices as regulated under section 12-21-2720(A)(3) of the Code of Laws of South Carolina including electronic gaming machines or devices and video poker machines, provided:
- a. The establishment is located in the General Commercial (GC) District;
 - b. The establishment is not located in the Historic District;
 - c. Such establishment shall not be located within five hundred (500) feet of any church; public or private school or educational institution; public or private kindergarten; public playground or park; residential zoning district; or publicly or privately owned youth-oriented grounds or facilities.
- Such distance shall be computed by following the shortest route of ordinary pedestrian or vehicular travel along a public thoroughfare;
- d. No single place or premise shall have more machines than is authorized under section 12-21-2804 of the Code of Laws of South Carolina;
 - e. The establishment is a permanent structure and not a nonpermanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary structure;
 - f. There shall be at least one off-street parking space for every gaming device/machine in addition to the parking required for the primary use (if any). For establishments where gaming is the primary use, one parking space for the manager will also be required;
 - g. Gaming devices/machines shall not be operated between the hours of 12:01 a.m. and 7:59 a.m. A sign stating the hours of use shall be prominently displayed at each machine. In establishments allowed to be open after 12:00 a.m., after 12:01 a.m., a sign must be posted over each machine screen stating the machine is closed;
 - h. Persons under twenty-one (21) years of age shall not be permitted in or on the premise of an establishment where the operation of gaming devices/machines is the primary use. In establishments where the operation of gaming devices is not the primary use, persons under twenty-one (21) years shall not be allowed to play the electronic gaming devices/machines; and
 - i. Establishments not in conformance with the requirements of this section, shall be discontinued, altered, or otherwise made to conform with this section within sixty (60) months from the date of enactment of this

section. Notwithstanding this provision, all establishments shall immediately comply with subsections g. and h. upon date of enactment of this section.

- (11) Concession stands (mobile trailers and/or push carts) for the sale of prepared foods on the following conditions:
 - a. The use will be located within a shopping center or a multitenant development containing four (4) or more businesses;
 - b. The property owner/manager has agreed in writing to the location of the use on the premises;
 - c. The use will comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the State of South Carolina;
 - d. The use has been licensed by the local health department;
 - e. A site plan showing the location of the proposed use on the lot and in relation to pedestrian and vehicular circulation is submitted to the city manager or his/her designee for approval; and
 - f. There are no more than two (2) concession stands per shopping center or multitenant plaza.
- (12) Bed and breakfast, provided that on-site, off-street parking is provided at the rate of one space for each guest limit plus one space for the resident manager.
- (13) Inn, provided that on-site, off-street parking is provided at the rate of one space for each guest unit plus one space for the resident manager.
- (14) Communication tower up to one hundred sixty (160) feet in height subject to the conditions set out in section 5-6130.
- (15) Tree farm, timber area, or forest management area, provided:
 - a. No clearing of timber, trees, or understory vegetation will be permit-

ted in the front, side, and rear buffers as established in Section 4 of Article H except for any road/driveway necessary to serve the property;

- b. No clearing of timbers, trees, or understory vegetation will occur within ten (10) feet of the property line of an adjoining property devoted to a residential use; and
- c. The requirements of section 5-6144 are or will be met.

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Hotel/motel in the Historic District, provided the zoning board of appeals makes the following findings:
 - a. The facility will have no more than fifty (50) guest rooms;
 - b. If located in a mixed-use area, the establishment of the proposed facility will not adversely affect the existing housing stock;
 - c. The location of the facility will not significantly increase automobile traffic on local streets within existing residential neighborhoods; and
 - d. The proposed use is otherwise in character with the immediate neighborhood.

In making these findings, the zoning board of appeals shall consider the following:

- a. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
- b. The distance the proposed site is from a collector type street;
- c. The development pattern and predominate land uses within five hundred (500) feet of the proposed facility;
- d. The number of rooms in the facility; and

- e. The criteria outlined in section 5-6426(c) of the Zoning Ordinance.

(e) *Other requirements.* Unless specified elsewhere in this chapter, uses permitted in GC general commercial zoning districts shall be required to conform to the following standards:

- (1) Minimum lot area: Twenty-five hundred (2500) square feet.
- (2) Minimum lot width, measured at the building line: Twenty-five (25) feet.
- (3) Minimum front yard measured from the nearest abutting street right-of-way line: Ten (10) feet.
- (4) Minimum side yard: No side yards are required. However, the provisions of section 5-6103, pertaining to corner lots, shall apply in GC zoning districts.
- (5) Minimum rear yard: The provisions of section 5-6105, pertaining to corner lots, shall apply in GC zoning districts.
- (6) Maximum building height: Fifty (50) feet, subject to the approval of the fire chief. For exceptions to height regulations, see section 5-6122.
- (7) Additional requirements: Uses permitted in GC zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.
- (8) Signs: Signs permitted in the GC zoning districts, including the conditions under which they may be located, are set forth in Article F.

(Ord. No. O-27-90, 11-13-90; Ord. No. O-17-92, 6-23-92; Ord. No. O-8-93, 1-26-93; Ord. No. O-08-95, 5-9-95; Ord. No. O-15-97, 4-8-97; Ord. No. O-12-98, §§ 2, 3, 2-10-98; Ord. No. O-22-98, §§ 3—5, 4-14-98; Ord. No. O-31-98, 6-9-98; Ord. No. O-47-98, §§ 1, 2, 9-22-98; Ord. No. O-14-99, 3-9-99; Ord. No. O-21-01, 5-22-01)

Sec. 5-6049. OC office commercial district.

(a) *Intent of district.* The intent of the OC zoning district is to develop and reserve land for business office, institutional, specified public semipublic, and residential purposes. The regula-

tions which apply within this district are designed to encourage the formation and continuance of a quiet, compatible and uncongested environment for office type business or professional firms intermingled with dwellings and certain public or semipublic uses; and to discourage any encroachment by unrestricted retail and/or wholesale business establishments, industrial concerns, or other uses capable of adversely affecting the specialized commercial, institutional and housing character of the district.

(b) *Permitted uses.* The following uses shall be permitted in an OC zoning district:

- (1) Business involving the rendering of a personal service, specifically including:
 - a. Barber shop, beauty shop, or combination thereof;
 - b. Business school or college;
 - c. Dressmaker, seamstress, or tailor;
 - d. Funeral home or mortuary;
 - e. Insurance agency;
 - f. Jewelry and watch repair shop;
 - g. Medical, dental or chiropractic or medically oriented office, clinic and/or laboratory;
 - h. Office building and office for governmental, business professional or general purposes with the following exceptions:
 1. Office, including contractor's office, where there is any outside storage of equipment or materials and/or where any vehicles over one and one-half (1½) tons are parked or stored; and
 2. Office that includes any storage, sale, rental, or servicing of goods in or on the premises.

Any office not conforming with the requirements of paragraph 1., above, shall be brought into compliance with these requirements within one hundred eighty (180) days of the effective date of this ordinance;

- i. Photographic studio;

- j. Radio and/or television studio;
 - k. Real estate agency;
 - l. School offering instruction in art, music, dancing, drama, or similar activity.
- (2) Any uses permitted in a GR general residential district under the conditions and requirements set forth in section 5-6046.
 - (3) Church.
 - (4) Accessory use in compliance with the provisions of sections 5-6111 and 5-6112.

- (5) Any publicly owned and operated building, facility or land.
- (6) Bed and breakfast.
- (7) Inn, if located outside the Historic District.

(c) *Conditional uses.* The following uses shall be permitted on a conditional use basis in any OC zoning district, subject to the conditions as set forth in section 5-6177.

- (1) Pharmacy, apothecary, book, cigar, and/or magazine shop, florist shop, and gift shop provided:
 - a. Such businesses are located and operated so as to serve primarily nearby offices, tourist homes, apartment buildings and other permitted uses;
 - b. No outside speaker systems are utilized; and
 - c. All lights and lighting arrangements used for purposes of advertising or night operations are directed away from adjoining or nearby residential properties.
- (2) All conditional uses permitted in the GR zoning district, as set forth in section 5-6047(c) and subject to requirements pertaining in that district.
- (3) Temporary use in compliance with the provisions of section 5-6177.
- (4) Bed and breakfast in the Historic District, provided that on-site, off-street parking is provided at the rate of one space for each guest unit plus one space for the resident manager.

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Inn in the Historic District, provided the zoning board of appeals makes the following findings:
 - a. On-site, off-street parking is provided at the rate of one space for each guest unit plus one space for the resident manager; and

- b. The proposed use is otherwise in character with the immediate neighborhood.

In making these findings, the zoning board of appeals shall consider the following:

- a. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
 - b. The distance the proposed site is from a collector type street;
 - c. The development pattern and predominate land uses within five hundred (500) feet of the proposed facility;
 - d. The number of rooms in the facility; and
 - e. The criteria outlined in section 5-6426(c) of the Zoning Ordinance.
- (2) Hotel/motel in the Historic District, provided the zoning board of appeals makes the following findings:
 - a. The facility will have no more than fifty (50) guest rooms;
 - b. If located in a mixed-use area, the establishment of the proposed facility will not adversely affect the existing housing stock;
 - c. The location of the facility will not significantly increase automobile traffic on local streets within existing residential neighborhoods; and
 - d. The proposed use is otherwise in character with the immediate neighborhood.

In making these findings, the zoning board of appeals shall consider the following:

- a. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
- b. The distance the proposed site is from a collector type street;

- c. The development pattern and predominate land uses within five hundred (500) feet of the proposed facility;
 - d. The number of rooms in the facility; and
 - e. The criteria outlined in section 5-6426(c) of the Zoning Ordinance.
- (3) Restaurant, provided the zoning board of appeals makes the following findings:
- a. The proposed facility is not a "drive-in" restaurant as defined in section 5-6471;
 - b. The proposed facility does not contain a "drive-thru" window for customer service;
 - c. The proposed facility is not primarily a delivery or pick-up operation in that over seventy-five (75) percent of the gross receipts from the operation of the facility come from customers consuming food and beverages within the building or in an outdoor cafe setting; and
 - d. The proposed use is compatible with the character of the immediate neighborhood.
- In making these findings, the zoning board of appeals shall consider the following:
- a. The size of the proposed facility;
 - b. The number of tables proposed for the facility;
 - c. The number of employees projected to work at the facility;
 - d. The development pattern and predominate land uses within five hundred (500) feet of the proposed facility;
 - e. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
 - f. The location and size of any outdoor seating area;
 - g. The proposed hours of operation of the facility;
 - h. The architectural design of the proposed facility including the location of proposed windows and kitchen fans/vents;
 - i. The lighting, plan proposed for the facility;
 - j. The proposed plan for sanitation disposal;
 - k. The proposed landscaping and buffering plan for the facility; and
 - l. The criteria outlined in section 5-6426(c) of this chapter.
- (e) *Other requirements.* Unless specified elsewhere in this chapter, uses permitted in the OC office commercial zoning districts shall be required to conform to the following standards:
- (1) Minimum lot area: Four thousand (4,000) square feet.
 - (2) Minimum lot width, measured at the building line: Forty (40) feet.
 - (3) Minimum front yard, measured from the nearest abutting street right-of-way line: Twenty-five (25) feet.
 - (4) Minimum side yard: Ten (10) feet on each side. For side yard requirements pertaining to corner lots, see section 5-6106.
 - (5) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
 - (6) Maximum building height: Fifty (50) feet. For exceptions to height regulations, see section 5-6122.
 - (7) Additional requirements: Uses permitted in OC zoning district shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.
 - (8) Signs permitted in OC zoning district, including the conditions under which they may be located, are set forth in Article F.

(Ord. No. O-21-92, 8-11-92; Ord. No. O-08-95, 5-9-95; Ord. No. O-12-98, §§ 5, 6, 2-10-98; Ord. No. O-22-98, §§ 8, 9, 4-14-98; Ord. No. O-45-99, §§ 1, 2, 7-27-99; Ord. No. O-21-01, 5-22-01; Ord. No. O-41-01, 9-11-01)

Sec. 5-6050. NC neighborhood commercial district.

(a) *Intent of district.* It is the intent of this section that the NC zoning district be developed and reserved for local or neighborhood-oriented business purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy and compatible environment for uses that are located so as to provide nearby residential areas with convenient shopping and service facilities; reduce traffic and parking congestion; avoid the development of "strip" business districts, and to discourage industrial and other encroachment capable of adversely affecting the localized commercial character of the district.

(b) *Permitted uses.* The following uses shall be permitted in the NC zoning district:

- (1) All uses permitted in a CP conservation preservation district, as shown in section 5-6041(b).
- (2) Retail business involving the sale of merchandise on the premises in stores specifically including:
 - a. Antiques store.
 - b. Book, magazine, newspaper shop.
 - c. Candy store.
 - d. Drug store or pharmacy.
 - e. Florist shop.
 - f. Fruit, nut and/or vegetable store.
 - g. Gift or curio shop.
 - h. Grocery store.
 - i. Hobby and/or toy shop.
 - j. Millinery or hat store.
 - k. Music store and/or record shop.
 - l. Package liquor store.
 - m. Photographic and camera supply and service store and studio.

- n. Shore store.
- (3) Business involving the rendering of a personal service or the repair and servicing of small equipment specifically including:
 - a. Bank, savings and loan association, personal loan agency, and branches.
 - b. Barber shop, beauty shop, or combination thereof.
 - c. Bicycle repair and sales shop.
 - d. Dressmaker, seamstress, tailor.
 - e. Dry cleaning self-service, and/or laundry self-service facility.
 - f. Jewelry and watch repair shop.
 - g. Locksmith or gunsmith.
 - h. Medical, dental, or chiropractic office, clinic and/or laboratory.
 - i. Office for governmental business, professional or general purposes.
 - j. Photographic studio.
 - k. Public utility business office.
 - l. School offering instruction in art, music, dancing, drama, or similar cultural activity.
 - m. Secretarial and/or telephone answering service.
 - n. Shoe repair shop.
 - o. Telegraph office.
- (4) Private or semiprivate lodge, or social center.
- (5) Church.
- (6) Residential use lawfully existing within the district at the time of adoption of this chapter.
- (7) Publicly owned and operated building, facility, or land.
- (8) Accessory use in compliance with the provisions of sections 5-6111 and 5-6112.

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any NC zoning district, subject to the conditions set forth in section 5-6177:

- (1) Bakery, provided that goods baked on the premises are sold only at retail on the premises.
- (2) Delicatessen, restaurant, soda fountain or other eating and/or drinking establishments (other than drive-in establishments) provided no outside loud speaker systems are utilized; provided all lights or lighting arrangements used for purposes of advertising or night operations are directed away from adjoining or nearby residential properties, and provided parking and/or service areas are separated from adjoining residential properties by a suitable planting screen, fence or wall at least six (6) feet in height above finished grade.
- (3) Meat, fish, and/or poultry shop, provided that no slaughtering be permitted. Any cleaning of fish or poultry necessary for such use shall be permitted provided cleaning activities are conducted within the principal building enclosure on the premises.
- (4) Combination of residential structure with any use herein permitted, provided that all dwelling units have direct access to an abutting street.
- (5) Temporary use in compliance with the provisions of section 5-6177.

(d) *Other requirements.* Unless specified elsewhere in this chapter, uses permitted in NC zoning districts shall be required to conform to the following standards:

- (1) Minimum lot area: Six thousand (6,000) square feet.
- (2) Minimum lot width, measured at the building line: Sixty (60) feet.
- (3) Minimum front yard, measured from the nearest abutting street right-of-way line:

Twenty-five (25) feet. For exceptions to this requirement, see sections 5-6105 and 5-6106.

- (4) Minimum side yard: Ten (10) feet from each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (5) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
- (6) Maximum building size: Three thousand (3,000) square feet per business.
- (7) Maximum building height: Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (8) Additional requirements: Uses permitted in NC zoning districts shall meet all standards set forth in Article G, pertaining to off-street parking, loading, and other requirements.
- (9) Signs: Signs permitted in NC zoning districts, including the conditions under which they may be located, are set forth in Article F.
- (10) Reserved.
- (11) There shall be no outside display of products in the neighborhood commercial zone. (Ord. No. O-08-95, 5-9-95; Ord. No. O-21-01, 5-22-01)

Sec. 5-6051. HC highway commercial district.

(a) *Intent of district.* It is the intent of this section that the HC zoning district be developed and reserved for general business purposes and with particular consideration for the automobile-oriented commercial development existing or proposed along the city's roadways. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial, residential or

other uses considered capable of adversely affecting the basic commercial character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any HC zoning district:

- (1) Any use permitted in the GC general commercial district.
- (2) Eating and/or drinking establishment including drive-in or curbside service.
- (3) Private airfields together with incidental uses.

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any HC zoning district, subject to the conditions set forth in section 5-6177:

- (1) Automobile service station provided all pumps are set back at least twenty-five (25) feet from the right-of-way line of the street; and provided parking and/or service areas are separate from adjoining residential properties by a suitable planting screen, fence or wall at least six (6) feet in height.
- (2) Garage for the repair and servicing of motor vehicles provided all operations are conducted within a fully enclosed building; and provided there is no open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises.
- (3) Combination of residential structure with any use permitted herein provided that all dwelling units have direct access to the street.
- (4) Newspaper publishing plant provided that the requirements for parking, loading, and unloading conform to those for industrial buildings, as set forth in Article G.
- (5) Automobile laundry or washateria provided an off-street paved parking area capable of accommodating not less than one-half of hourly vehicle washing capacity awaiting entrance to the washing process is suitably located and maintained on the premises (such space to contain at least two hundred (200) square feet per waiting vehicle); and provided no safety hazard or impediment to traffic movement is created by the operation of such an establishment.
- (6) Animal hospital and/or boarding facility provided all boarding arrangements are maintained within a building and/or in an adjoining lot, and provided no noise connected with the operation of the facility is perceptible beyond the premises.
- (7) Open yard use for the sale, rental and/or storage of materials or equipment, excluding junk or other salvage, provided that such uses are separated from adjoining residential properties by a suitable planting screen, fence or wall at least seven (7) feet in height above finished grade.
- (8) Community hospitals or clinics, including any functions which relate directly to the operation of the hospitals or clinics and are contained within the confines of said hospital or clinic, and provided such uses are in compliance with the provisions of Table I, in section 5-6054(c).
- (9) Truck terminal, provided paved acceleration and deceleration lanes at least ten (10) feet in width and one hundred (100) feet in length, respectively, are furnished and maintained where trucks enter or leave terminal sites; provided no safety hazards or impediment to traffic movement is produced as a result of such operation; and provided sites for such facilities have direct access to major streets.
- (10) Recreational vehicle parks (en route type) provided that: (1) adequate water and sewer facilities as well as bathing and other requirements are met in the opinion of the board of health; and (2) such parks are used only for recreational equipment: i.e., campers, and not for permanent mobile homes.
- (11) Concession stands (mobile trailers and/or push carts) for the sale of prepared foods on the following conditions:
 - a. The use will be located within a shopping center or a multitenant development containing four (4) or more businesses;

- b. The property owner/manager has agreed in writing to the location of the use on the premises;
- c. The use will comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the State of South Carolina;
- d. The use has been licensed by the local health department;
- e. A site plan showing the location of the proposed use on the lot and in relation to pedestrian and vehicular circulation is submitted to the city manager or his/her designee for approval; and
- f. There are no more than two (2) concession stands per shopping center or multitenant plaza.

(12) Miniwarehouses subject to the following conditions:

- a. They are set back at least one hundred fifty feet (150) feet from any public right-of-way;
- b. A front buffer along the public right-of-way of twenty (20) feet is established;
- c. Landscaping is installed in the buffer in accordance with requirements for twenty-foot buffers established in the City of Beaufort Landscaping and Tree Conservation Manual;
- d. The structures are screened in a similar manner as required in the manual for parking areas; and
- e. The structures are oriented roughly perpendicular to the public right-of-way in order that no door openings located on the front of the structure face (are located parallel to) the right-of-way. If other buildings are located in between the miniwarehouses and the highway such that the view of the door openings would be substantially obscured

the miniwarehouses may be oriented with door openings facing the right-of-way.

In cases where a second public right-of-way adjoins the subject property a fifty foot setback and all of the above buffer, landscaping, and screening requirements shall apply along whichever right-of-way carries the lower volume of traffic. However, the restriction regarding orientation of door openings shall not apply to that secondary right-of-way.

- (13) Bed and breakfast in the Historic District, provided that on-site, off-street parking is provided at the rate of one (1) space for each guest unit plus one (1) space for the resident manager.
- (14) Inn in the Historic District, provided that on-site, off-street parking is provided at the rate of one (1) space for each guest unit plus one (1) space for the resident manager.
- (15) Temporary use in compliance with the provisions of section 5-6177.
- (16) Communication tower up to one hundred sixty (160) feet in height subject to the conditions set out in section 5-6130.

(d) *Uses permitted by special exception.* The following uses shall be permitted by special exception by the zoning board of appeals subject to the conditions set forth in section 5-6426:

- (1) Hotel/motel in the Historic District, provided the zoning board of appeals makes the following findings:
 - a. The facility will have no more than fifty (50) guest rooms;
 - b. If located in a mixed-use area, the establishment of the proposed facility will not adversely affect the existing housing stock;
 - c. The location of the facility will not significantly increase automobile traffic on local streets within existing residential neighborhoods; and

- d. The proposed use is otherwise in character with the immediate neighborhood.

In making these findings, the zoning board of appeals shall consider the following:

- a. The number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility;
- b. The distance the proposed site is from a collector type street;
- c. The development pattern and predominate land uses within five hundred (500) feet of the proposed facility;
- d. The number of rooms in the facility; and
- e. The criteria outlined in section 5-6426(c) of the Zoning Ordinance.

(e) *Other requirements.* Unless specified elsewhere in this chapter, uses permitted in HC highway commercial zoning districts shall be required to conform to the following standards:

- (1) Minimum lot area: Six thousand (6,000) square feet.
- (2) Minimum lot width, measured at the building line: Sixty (60) feet.
- (3) Minimum front yard measured from the nearest abutting street right-of-way line: Twenty-five (25) feet.
- (4) Minimum side yard: Ten (10) feet for each side. For side yard requirements pertaining to corner lots, see sections 5-6103 and 5-6105.
- (5) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
- (6) Maximum building height: Thirty-five (35) feet. For exceptions to height regulations, see section 5-6122.
- (7) Additional requirements: Uses permitted in HC zoning district shall meet all standards set forth in Article G, pertaining to off-street parking, loading and other requirements.

- (8) Signs: Signs permitted in HC zoning district, including the conditions under which they may be located, are set forth in Article F.

(Ord. No. O-27-90, 11-13-90; Ord. No. O-08-95, 5-9-95; Ord. No. O-12-98, § 4, 2-10-98; Ord. No. O-22-98, §§ 6, 7, 4-14-98; Ord. No. O-31-98, 6-9-98; Ord. No. O-33-98, 8-22-95; Ord. No. O-47-98, § 3, 9-22-98; Ord. No. O-21-01, 5-22-01)

Sec. 5-6052. LI limited industrial district.

(a) *Intent of district.* The intent of the LI zoning district is to provide areas for light industrial purposes which are not significantly objectionable in terms of noise, odor, fumes, etc., to surrounding properties. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible environment for uses generally classified to be light industrial in nature; protect and reserve undeveloped areas in the city which are suitable for such industries, and discourage encroachment by those residential, commercial or other uses capable of adversely affecting the basic industrial character of the district.

(b) *Permitted uses.* The following uses shall be permitted in any LI zoning district:

- (1) Research or experimental laboratory.
- (2) Transportation terminal facilities, such as deep or shallow water ports or airfields, together with incidental operations, but excluding truck terminals which shall be permitted as conditional uses subject to the requirements of subsection (c)(7).
- (3) Public building, facility, or land other than a school, playground, hospital, clinic, care home, or cultural facility.
- (4) Public utility installations.
- (5) Agricultural farm.
- (6) Horticultural nursery.
- (7) Radio and/or television station.
- (8) Office building and/or offices for governmental, business, professional, or general purposes.

- (9) Commercial trade or vocational school.
- (10) Off-street commercial parking lot or garage, as well as off-street parking or storage area for customer, client, or employee-owned vehicles.

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any LI zoning district, subject to the conditions set forth in section 5-6177.

- (1) Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, assembly, storage operations, provided the manufacturing, processing, assembly or storage in no way involves any junk or salvage operations; provided that there is no open storage of junk or salvage materials; and provided that any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions related to the operation are not sufficient to create a nuisance beyond the premises.
- (2) Warehouse or other storage facility, provided that there is no open storage of junk or salvage materials of any type in conjunction with the operation.
- (3) Wholesale business outlet, provided that there is no open storage of junk or salvage materials of any type in conjunction with the operation.
- (4) Automobile service station provided that all pumps are set back at least twenty-five (25) feet from the right-of-way line of any street; and provided that there is no open storage of any type in conjunction with the operation.
- (5) Animal hospital and/or boarding facility provided all boarding arrangements are maintained within a building and no noise connected with the operation of the facility is discernible beyond the premises.
- (6) Retail business provided such business is incidental to a permitted use; is located on the same premises as a permitted use; and involves no open storage of junk or salvage materials of any type in conjunction with the operation.
- (7) Truck terminal provided that paved acceleration and deceleration lanes at least ten (10) feet in width and one hundred (100) feet in length, respectively, are furnished and maintained where trucks enter or leave terminal sites located adjacent to major streets, provided no safety hazard or impediment to traffic movement is produced on any access road; and provided no open storage of any type is conducted in connection with the operation.
- (8) Watchmen or caretaker's one-family or two-family dwelling provided that such a dwelling is located on the premises of a permitted use; and provided the head of the household is employed by the industry as a watchman or caretaker.
- (9) Dwelling incidental to a permitted agricultural or horticultural use provided that such related dwellings are occupied only by persons employed directly on the premises.
- (10) Garage or shop for the repair and servicing of motor vehicles, equipment or machine parts provided any open yard storage incidental to such an operation conforms to the provisions of subsection (c)(6); and provided no objectionable sound, vibration, heat, glare or electrical disturbance is created which is perceptible beyond the premises.
- (11) Temporary use in compliance with the provisions of section 5-6177.
- (12) Communication tower up to three hundred (300) feet in height subject to the conditions set out in section 5-6130.

(d) *Other requirements.* Unless specified elsewhere in this chapter, uses permitted in the LI limited industrial zoning districts shall be required to conform to the following standards:

- (1) Minimum lot area: Ten thousand (10,000) square feet.

- (9) Customary home occupation established under the provisions of section 5-6110 and with the additional provision that within the MUE district, tours of historic houses shall be considered as a home occupation.
- (f) *Uses customarily accessory to church buildings.*
 - (1) Religious education buildings.
 - (2) Kindergartens, nurseries and day care centers.
 - (3) Parsonage, pastorium or parish house, together with any use accessory to a dwelling as listed under subsection (e) above.
 - (4) Off-street parking area for the use, without charge, of members and visitors to the church.
 - (5) Cemeteries.
- (g) *Uses customarily accessory to public and private colleges and universities, buildings, or activities shall be permitted.*
- (h) *Dimensional requirements.* Unless specified elsewhere in this ordinance, permitted uses, conditional uses, and accessory uses in the MUE zoning districts shall be required to conform to the following dimensional standards:
 - (1) Minimum lot area: Five thousand (5,000) square feet.
 - (2) Minimum lot width, measured at the building line: Fifty (50) feet.
 - (3) Minimum front yard, measured from the nearest abutting street right-of-way line: Twenty-five (25) feet. For other exceptions to this requirement, see sections 5-6105 and 5-6106.
 - (4) Minimum side yard: Ten (10) feet on each side. For side yard requirements pertaining to corner lots, see section 5-6103.
 - (5) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 5-6105.
 - (6) Maximum building height: Fifty (50) feet. For exceptions to height regulations, see section 5-6120.

- (7) Exceptions: Docks and boat houses shall be allowed to infringe into required setback areas along shorelines, rivers, streams, and other waterways.
- (8) Special dimensional provisions:
 - a. Storage sheds: On single-family residential lots in the mixed-use educational zoning district, storage and equipment sheds not in excess of one hundred (100) square feet in size may encroach into the yard setback area, but in no case may be located any nearer than five (5) feet to any property line.
 - (i) *Certain variances excluded.* The zoning board of adjustment shall not grant any variances for the number of required off-street parking spaces in the MUE zoning district. (Ord. No. O-02-92, 1-14-92; Ord. No. O-08-95, 5-9-95; Ord. No. O-12-98, § 13, 2-10-98; Ord. No. O-21-01, 5-22-01)

Sec. 5-6058. MUG Mixed-use general district.*

- (a) *Intent of district.* It is the intent of the mixed-use general district to develop and reserve land for the establishment of mixed-use developments involving retail, business office, institutional, specified public, semipublic, and residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for a mixture of commercial and public, semi-public uses intermingled with dwelling units and to discourage any encroachment by industrial concerns or other uses capable of adversely affecting the specialized mixed-use of the district.
- (b) *Permitted uses.* The following uses shall be permitted in a MUG zoning district:
 - (1) Single-family dwelling.
 - (2) Schools.
 - (3) Child day-care center.

***Editor's note**—The references to various sections within this section are to provisions of the document entitled "Barge Wagonner Report." This document is not printed herein, but is on file and available for reference in the office of the city clerk.

- (4) Public buildings.
- (5) Public utility substation.
- (6) Public space.
- (7) Place of worship.
- (8) Cemeteries.
- (9) Professional/office/government.
- (10) Seamstress/tailor.
- (11) Florist/gift shop.
- (12) Bank/savings and loan.
- (13) Commercial parking garage.
- (14) Funeral home/mortuary.
- (15) Athletic club/exercise studio.

(c) *Conditional uses.* Combination of residential structure with any use permitted herein provided that all dwelling units have direct access to the street.

Community hospitals or clinics, including any functions which relate directly to the operation of the hospitals or clinics and are contained within the confines of said hospital or clinic, and provided such uses are in compliance with the provisions of Table I, in section 515.3.

Public or private care homes provided:

Such facilities conform with the requirements of the South Carolina Board of Health;

Plans for such facilities receive the written approval of the Beaufort County Board of Health and the state fire marshal prior to the issuance of any permits for construction and operation, copies of such approval to be attached to the building permit and to be retained in the files of the building official;

Such use conforms with the provisions of Table I(b), section 515.3, pertaining to care homes;

Temporary use in compliance with the provisions of section 1004.

(d) *Other requirements.* Unless otherwise specified elsewhere in this chapter, uses permitted in the MUG zoning district shall be required to conform to the following standards:

- (1) Minimum lot area: Five thousand (5,000) feet.
- (2) Minimum lot width, measured at the building line: Fifty (50) feet.
- (3) Minimum front yard, measured from the nearest abutting street right-of-way line: Twenty-five (25) feet. For other exceptions to this requirement, see sections 705 and 706.
- (4) Minimum side yard: Ten (10) feet on each side. For side yard requirements pertaining to corner lots, see section 5-703.
- (5) Minimum rear yard: Fifteen (15) feet. For rear yard requirements pertaining to double frontage lots, see section 705.
- (6) Maximum building height: Fifty (50) feet. For exceptions to height regulations, see section 720.
- (7) Additional requirements: Uses permitted in MUG zoning district shall meet all standards set forth in Article VII pertaining to off-street parking, loading, and other requirements.
- (8) Signs permitted in the MUG zoning district, including the conditions under which they may be located, are set forth in Article VI.

(Ord. No. O-07-90, § 1, 4-24-90; Ord. No. O-08-95, 5-9-95; Ord. No. O-43-99, 7-13-99; Ord. No. O-21-01, 5-22-01)

Sec. 5-6059. CSP Charles Street preservation district.

(a) *Intent of district.* It is the intent of the Charles Street preservation zoning district to:

- (1) Preserve, reinforce, and enhance the quality of residential living, the architectural character, and the physical scale of the Charles Street corridor;

EXHIBIT A-7

MODIFICATIONS TO CITY OF BEAUFORT ZONING ORDINANCE

Dimensional Requirements of the GR, GC, HC, OC, LI, and MUG Districts:

The minimum lot area, minimum area per dwelling unit, minimum lot width, minimum front yard, minimum side yard, minimum building height, minimum floor area requirement and other dimensional requirements of the Zoning Ordinance shall not apply to the Property; instead, Exhibits B-7, C-5, and D-5 shall apply.

Density Requirements of the GR, GC, HC, OC, LI, and MUG Districts:

The maximum number of dwelling units per net acre, the maximum square footage of a use, the distances between uses and other density requirements of the Zoning Ordinance shall not apply to the Property; instead, Exhibits B-6 and B-7, C-5, and D-5 shall apply.

Section 5-6035 Setbacks:

Section 5-6035 shall not apply to the Property; instead, Exhibits B-7, C-5, and D-5 shall apply.

Article F. Sign Regulations:

Article F. Sign Regulations of Article F. shall not apply to the Cane Island Retreat Tract; instead, Exhibit B-7 shall apply.

Article G. General Provisions:

Article G. General Provisions shall not apply to the Cane Island Retreat Tract, Airport Junction Tract, or Hanover Park Tract; instead, Exhibits B-7, C-5, and D-5 shall apply.

Article H. Landscaping and Tree Conservation:

Article H. The Landscaping and Tree Conservation Ordinance shall not apply to the Cane Island Retreat Tract; instead, Exhibits B-7 and B-16 shall apply. The Landscaping and Tree Conservation Ordinance shall apply to the Airport Junction Tract and the Hanover Park Tract.

EXHIBIT B

CANE ISLAND RETREAT TRACT

- B-1. Legal Description of Cane Island Retreat Tract**
- B-2. Development Schedule**
- B-3. Land Use Summary**
- B-4. Permitted Uses**
- B-5. Accessory Uses**
- B-6. Density**
- B-7. Design Standards and Development Standards**
- B-8. Cane Island Retreat PUD Master Plan**
- B-8A. Cane Island Retreat PUD – Illustrative Master Plan**
- B-9. Project Phasing**
- B-10. Thoroughfare Standards for Cane Island Retreat Tract**
- B-11. Roadway Plan for Cane Island Retreat Tract**
- B-12. Stormwater Runoff Standards**
- B-13. Parking and Loading Requirements**

B-14. Sewer and Water Loading Requirements

B-15. Design Standards

B-16. Covenants, Restrictions and Easements of Cane Island Retreat

B-17. Cane Island Retreat PUD document, as Approved by

Beaufort County Council

B-18. Cane Island Retreat PUD: County Standards Compared to

City Standards

EXHIBIT B-1

**BOUNDARY SURVEY AND DESCRIPTION OF CANE ISLAND
RETREAT**

Lower Cane Island (a.k.a. Cane Island Retreat) is a 169.10 acre island located on the Intracoastal Waterway, four miles southeast of the City of Beaufort, South Carolina. It is one of an archipelago of islands, including Cat Island, Upper Cane Island, and Gibbs Island. The islands are linked by South Carolina Highway 129 (Islands Causeway).

Lower Cane Island is bounded by approximately 2 1/2 miles of salt marsh of the Beaufort River and Chowan Creek and 1/2 mile of deep water on the Intracoastal Waterway.

The property is shown on the accompanying plat entitled:

'Cane Island Retreat Planned Unit Development Boundary Survey, prepared for Cane Island Retreat L.L.C. and Sea Island Homeplace L.P.,' Lower Cane Island, Beaufort County, South Carolina, dated 2/13/98, revised 1/2/03, by David E. Gasque, R.L.S., S. C. Registration Number 10506.

EXHIBIT B-2

DEVELOPMENT SCHEDULE

The estimated time to full build-out of Cane Island Retreat is in excess of twenty (20) years from this date, justifying an extended term of this Agreement.

Flexibility must be allowed to the Developer as to the exact sequence and timing of individual development phases in recognition of the fact that long term mixed-use residential/commercial developments respond to variable market conditions.

Subsequent phases will occur in increments determined by buyer preferences, market conditions and direction of growth, and shall be at the discretion of the Developer.

Although it is not possible to predict with accuracy the exact sequence of the phasing or the precise Parcels that will comprise a particular phase, the following development schedules reflect the currently expected commencement dates, the currently anticipated interim completion dates for the various phases, and the currently anticipated Parcels that may comprise each phase:

PHASE	PARCELS	COMMENCEMENT DATE	INTERIM COMPLETION DATE
I	1-A,B,C; 2; 3-A,C	1990	2001
II	3-B	2003	2006
III	4-D; 7-A,B	2005	2009
IV	5; 6	2007	2010
V	4-E	2006	2012
VI	3-D	2007	2013
VII	8-A,B,C,D,E	2012	2022
VIII	4-A,B,C	2012	2018

The development to occur pursuant to the above schedules includes the development of the infrastructure, roads, subdivision of lots, facilities and other improvements. The exact order of development, as well as the development phase timing sequence and completion dates may change, at the Developer's discretion. The Property Owner anticipates, without being obligated to complete by said date, that the Project should be complete by December 31, 2022.

EXHIBIT B-3

LAND USE SUMMARY CHART

For purposes of designating specific areas of land use, the Cane Island Retreat Tract has been divided into Parcels. The Parcels are referred to by number in the LAND USE SUMMARY CHART below and in the PUD Master Plan (EXHIBIT B-8). **Parcels shaded gray are to remain in Beaufort County. They are not included in this Development Agreement.**

LAND USE SUMMARY CHART				
PARCEL	USE	ACREAGE	DWELLING UNITS	
			Proposed or Developed	Approved: COUNTY PUD
1-A, B, C	R-1	8.90 acres	14	22
2	R-1	3.93 acres	5	9
3-A, C	R-1	5.13 acres	6	14
3-B	R-2	2.99 acres	7	11
Bay Drive/Cane Way	R/W	4.63 acres		
COUNTY		25.57 acres	32	56

NOTICE:
Parcels 1-A,B,C; 2; 3-A,C; 3-B; and Bay Drive/Cane Way rights-of-way are not included in this Development Agreement. They are to remain in BEAUFORT COUNTY

PARCEL	USE	ACREAGE	DWELLING UNITS		COMMERCIAL SQ. FT.	CIVIC SQ. FT.
			Proposed for City PUD	Approved by County PUD		
					NOTICE: <u>Parcels 3-D through 10</u> are proposed for annexation into CITY of BEAUFORT	
3-D	R-2	21.16	32	61		
4-A	R-2	2.03	6	6		20,000
4-B	R-2	3.10	4	9		
4-C	R-2	1.61	2	5		
4-D	R-3	4.52	12	14		
4-E	R-3	8.39	22	26		
5	CC-2	4.67	16	16	30,000	30,000
6	R-3	11.87	79	55		
7-A	R-3	12.10	18	23		
7-B	R-3	3.56	6	17		
8-A	R-3	2.25	12	12		30,000
8-B	CC-1	9.95	36	49	50,000	
8-C	CC-1	1.32	3	6		
8-D	R-3	8.69	45	42		
8-E	R-3	5.81	12	28		
9 Lake and Freshwater Wetlands	Open Space	37.39				
10 Proposed Road	R/W	5.11				
CITY		143.53	305	369	80,000	80,000

TOTALS		Acreage	Proposed Dwelling Units	Approved by County	Commercial Square Footage	Civic Square Footage
COUNTY		25.57	32	56		
CITY		143.53	305	369	80,000	80,000
CANE ISLAND RETREAT	Total	169.10	337	425	80,000	80,000

The figures presented in the above Land Use Summary chart represent acreages and maximum dwelling units for the entirety of the Cane Island Retreat Tract (County and City), as well as maximum square footage computations for civic and commercial space. The entire Cane Island Retreat Tract has 169.10 acres, with 25.57 acres to remain in the Beaufort County jurisdiction, and 143.53 acres proposed for annexation into the City of Beaufort. The number of dwelling units for the entirety of the Cane Island Retreat Tract shall not exceed 337 (32 dwelling units for Beaufort County, 305 dwelling units for the City of Beaufort). Civic and commercial building space is proposed for the City of Beaufort only and shall not exceed 160,000 square feet.

The unit count for dwelling units was determined by applying the average density for each Parcel to the acreage for each Parcel. Actual Parcel acreage and density may vary across the project depending on product type and individual soil conditions. Guest suites and accessory units that do not contain kitchens do not apply toward total dwelling unit count.

EXHIBIT B-4

PERMITTED USES

Land use categories as designated on the Land Use Summary Chart (EXHIBIT B-3) and the PUD Master Plan (EXHIBIT B-8) shall be permitted the following uses:

All PARCELS within the Cane Island Retreat Tract will be permitted the following uses:

i. *Community recreational uses* including, but not limited to: tennis courts, swimming pools, playing fields, lawn bowling, croquet, horse stables, riding trails, canoeing and fishing facilities, gardening plots; docks, recreational support facilities (such as maintenance sheds and shade structures), recreational vehicle parking, boats and trailer parking; pedestrian paths, wildlife observation platforms, security and maintenance facilities associated with common areas, areas for outdoor recreation and scenic and natural preservation; and other active and passive recreational uses compatible with the designated areas.

ii. *Civic and institutional uses* including, but not limited to: indoor recreational buildings, community offices, community offices, maintenance for recreational buildings and facilities; public or private facilities such as fire stations and ambulance stations, rest stations, day care centers, recycling centers, hospital facilities; shops for maintenance and related services of the community; church, school, library, post office, and cemetery uses; gazebos, statuary; docks, landings; and other uses related to the needs and welfare of the community.

iii. *Agricultural uses and silvicultural uses.*

iv. *Open space uses* including, but not limited to: all community, recreational, agricultural, and silvicultural uses listed above; activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM; disposal of reclaimed water as permitted by SCDHEC; outdoor recreation and scenic and natural preservation; parks, playgrounds, trails, community-owned facilities, bridges, footbridges, pedestrian paths, boardwalks, wildlife observation platforms, private docks, bulkheads, erosion control structures; community canoe, kayak, bateau, and sailboat racks and storage structures; lagoons, ditches,

retention/detention areas for drainage systems; stormwater control; easements.

v. *Rights-of-way uses* including the following: accessways such as roads, streets, lanes, and alleys; utilities and related facilities including, but not limited to, power, telephone, water, sewer, drainage, telecommunications; landscaping, signage, irrigation, bike trails, paths.

PARCELS 1-8 will be permitted the following specific uses:

NOTE: Parcels 1-A,B,C; 2; and 3-A,B,C are under the jurisdiction of BEAUFORT COUNTY. They are not located within the Beaufort City limits and are not part of the City of Beaufort PUD.

1. Parcels 1-A, B,C; 2; 3-A, B,C --- RESIDENTIAL I (R1):

- a. single family dwelling units, detached
- b. accessory buildings
- c. private swimming pools
- d. all uses allowed in Sections 5-6043-6045 (one-family residential districts)

2. Parcels 3-D; 4-A, B, C --- RESIDENTIAL 2 (R2):

- a. single family dwelling units, detached or attached
- b. all uses allowed in R1
- c. real estate sales, development, and administrative offices
- d. model homes

3. Parcels 4-D, E; 6; 7-A, B; 8-A,B,C, D, E --- RESIDENTIAL 3 (R3):

- a. all uses allowed in R2
- b. all uses allowed in Section 5-6046 (GR general residential district)

4. Parcels 8-B, C --- COMMUNITY COMMERCIAL 1 (CC1):

- a. all uses allowed in R3

b. all uses allowed in Sections 5-6047 (CC core commercial district), 5-6049 (OC office commercial district), and 5-6058 (MUG mixed-use general district)

c. hospitality facilities, such as bed and breakfast, inn, hotel

d. eating or drinking establishments

e. professional offices

f. commercial recreation facilities

g. nursing home, retirement home

5. Parcel 5 --- COMMUNITY COMMERCIAL 2 (CC2):

a. all uses allowed in CCI

b. neighborhood convenience store including gasoline pumps (two sets)

c. office buildings

In respect to Parcel 5, design shall be governed by the Developer, the Community Association, and the City of Beaufort Corridor Development Board or any successor. All other Parcels shall be governed by the Developer and the Community Association(s) through the use of Covenants and the Architectural Control Committee(s). Design and Development Standards shall be as listed in EXHIBIT B-7.

EXHIBIT B-5

ACCESSORY USES

Accessory use within the boundaries of the Tracts will be governed by the Developer and the Community Association(s) through the use of Covenants and Architectural Control Committee(s). In addition to the principal uses (as recited in EXHIBIT B-4), the following accessory uses are permitted:

- **All accessory uses listed in Section 5-6111.**
- **Accessory dwelling unit**
- **Customary home occupations**
- **Fences, hedges, walks**
- **Guest accommodations, attached or detached (single family)**
- **Living quarters for caretakers, servants or relatives**
- **Accessory off-street parking and loading**
- **Accessory signs (subject to ACC approval)**
- **Storage of recreational equipment**
- **Storage of refuse or waste normally associated with residential use**
- **Child's playhouse**
- **Greenhouse**
- **Temporary construction facilities**
- **Garage or carport**
- **Driveway parking**

EXHIBIT B-6

DENSITY

Density is shown on the Land Use Summary Chart (EXHIBIT B-3).

The overall density proposed is approximately 2.0 Dwelling Units per gross acre. The net density proposed is approximately 3.0 Dwelling Units per net acre.

Net acreage is defined as that acreage which remains after the deduction from total gross acreage of open space and easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations. Net Acreage proposed for the City of Beaufort is approximately 101.03 acres.

In order to allow flexibility in design density, such as opportunities to cluster buildings and consolidate open space, the following shall apply to individual Parcels:

- 1) Final density for any given Parcel will be determined by the surveyed acreage of that Parcel multiplied by the density for that Parcel as indicated on the Land Use Summary Chart.
- 2) Dwelling units may be clustered on any portion of any individual Parcel, provided the maximum density for the entire Parcel is not exceeded. For example, if the total of the units allowable on Parcel 4 is 62, those units may be clustered on any portion of Parcel 4, with the remainder of the acreage being available for other uses, provided all other applicable provisions are met.
- 3) In the event the number of units built on any Parcel is less than projected density, the developer may assign the number of units not constructed to any other Parcel, provided that no Parcel shall exceed 15% of the number of dwelling units indicated on the Land Use Summary Chart, with the following exception:
 - a) in the case of Parcels which adjoin, the developer may assign the number of units not constructed in one adjoining Parcel to an adjoining Parcel, provided that the recipient adjoining Parcel shall not exceed 20% of the number of dwelling units designated on the Land Use Summary Chart.

EXHIBIT B-7

DESIGN STANDARDS AND DEVELOPMENT STANDARDS

1. Residential lot specifications

The developer may configure residential uses in fee-simple detached, fee-simple attached, and/or condominium forms.

a) minimum lot size

- 1. 5000 square feet for single family detached dwelling units.**
- 2. 3000 square feet for single family attached dwelling units.**

[Note: Minimum lot size is not applicable to condominiums.]

b) lot width (as measured from the front setback line):

- 1. Lots shall be a minimum of 60' wide on 8000 s.f. lots.**
- 2. Lots shall be a minimum of 40' wide for lots between 4000 and 8000 s.f.**
- 3. Lots shall be a minimum of 20' wide for lots between 3000 and 4000 s.f.**

c) Lot coverage: [Note: "Lot coverage" means enclosed space covered on a lot. Sidewalks, paved areas, decks, patios, pools, etc. do not count in lot coverage calculations.]

- 1. Coverage of lots shall not exceed 60% for lots greater than 6000 square feet.**
- 2. Coverage of lots shall not exceed 70% for lots less than 6000 square feet.**

d) minimum floor area: No main dwelling shall be erected, altered, placed or permitted to remain on a Lot unless it shall have an enclosed, heated living area (exclusive of garages, carports, porches, terraces, attic, basement and bulk storage areas) of at least the square footage called for in the Covenants for the Tract. There shall be no minimum floor area for a condominium unit, a commercial space, or an accessory building.

2. Building Height

Building height for residential, commercial, and civic structures, excluding architectural features such as chimneys, observation towers, and steeples, will be measured from Finished Grade to Mean Roof Height.

The maximum building height of all single family, multifamily, and non-residential occupancies shall not exceed 50 feet. For lots bordering the lake, marsh, or river, the maximum building height shall be 35 feet; however, on said lots the building height may be increased one foot for every additional foot that the building is set back from the critical line (to a maximum building height of 50 feet if the building on the lot is set back 45 or more feet from the critical line for a single family building, 55 or more feet from the critical line for a multifamily building, or 65 or more feet for a non-residential structure).

Non-residential structures shall have a height limitation of 50 feet, provided that conditions for construction as stated by the Fire Chief are strictly followed.

Church steeples may not exceed 100 feet.

3. Setbacks

Setbacks from freshwater wetlands shall be a minimum of 20 feet.

Same in County

Setbacks from the OCRM critical line shall be a minimum of 30 feet for all residential buildings, with the exception that residential buildings located in Parcel 8-C shall be setback a minimum of 20 feet from the OCRM critical line.

*Same in County
except Parcel 8-C*

Setbacks from the OCRM critical line shall be a minimum of 50 feet for Commercial and Civic buildings.

20' in County

Since the establishment of standardized, inflexible building setback lines tends to force construction of dwellings and other structures which may have detrimental effects on privacy, view, preservation of important trees and exposure to sun and breeze, no specific building setback lines (other than those mentioned above) are established. In order to assure, however, that dwellings and other structures will be located so that the maximum practicable amount of privacy, view and breeze will be available to each Lot, and so that environmental and other natural constraints will be observed in construction on each individual Lot (taking into consideration location of streets, bluffs, marshes, tidal waters, trees, sunlight, prevailing breezes, structures on neighboring Lots and similar considerations), the

ACC reserves unto itself the right absolutely and solely to control and decide the precise site and location of the main dwelling, the accessory building and other structures, provided all building and fire codes are adhered to.

4. Buffers

Planning at Cane Island Retreat has taken into account the existence of natural elements on the island such as trees, roads, marsh areas, hedgerows, ponds, freshwater wetlands, and saltwater waterways. These natural elements will be employed as buffers to soften the impact of adjoining land use areas.

A minimum ten (10) foot buffer will be established along the borders of the right-of-way of S. C. Highway 129 (Islands Causeway) where it abuts the Property.

A minimum ten (10) foot buffer will be established within the development where collector road rights-of-way abut residential uses.

A minimum ten (10) foot buffer will be established between commercial and residential uses, except where residential and commercial uses occur in the same structure, in which case no buffer will be required.

A thirty (30) foot buffer will be established on both sides of Bay Drive, from its beginning at the intersection of Bay Drive and Islands Causeway to the "turnaround" at the southeastern corner of Parcel 1-A (Lot 1).

A minimum twenty (20) foot buffer will be established bordering the OCRM critical line as well as areas designated as Freshwater Wetlands by the US Army Corps of Engineers.

*none
required*

The following structures/activities shall be permitted in the tidal area buffer: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding stormwater ponds), and any other elements linked to the critical area which are permitted by OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines.

The Covenants shall govern buffers, bufferyards and screening. There shall be no requirement in this Agreement for internal buffering or screening between different portions of the Real Property, nor shall there be any requirement as to the necessity of, composition of, layout of, and location of any other buffers, bufferyards and screening within the Real Property.

5. Open space

Cane Island Retreat will provide many types of open space, from landscaped areas to natural marsh preserves. Open space shall include buffer areas, grassed areas, bike paths, fresh and saltwater wetlands, retention and detention ponds, drainage easements, utility easements, as well as grassed shoulders for streets, alleyways, parking areas, and roads.

Open space will be calculated within the overall boundary of the PUD and not specifically for each phase of development.

The amount of open space provided in the freshwater wetlands and saltwater impoundment is 37.46 acres, totaling 22 per cent of the acreage of Cane Island Retreat. The total amount of open space shall exceed 25% of the gross acreage of the Tract.

6. Site Parameters for Commercial and Institutional Uses

The location of civic and commercial uses at Cane Island Retreat is indicated on the PUD Master Plan. See EXHIBIT B-8. The ultimate number of residents and their guests will be the final determining factor in the actual size and type of civic and commercial buildings on the island. The maximum allowable square footage for commercial uses shall be 80,000 square feet. The maximum allowable square footage for civic/institutional uses shall be 80,000 square feet.

The maximum allowable commercial square footage for Parcels 8-B and 8-C shall be 50,000. The maximum allowable commercial square footage for Parcel 5 shall be 30,000. The maximum allowable civic/institutional square footage for the entire Cane Island Retreat Tract shall be 80,000 square feet.

Site parameters for Commercial and Institutional uses shall be as outlined in Community Commercial I and II (see Exhibit B-4), except as modified herein, as follows:

a) building height limitations may be exceeded for architectural features, e.g., clock towers and church spires.

b) horizontal setback from residential uses: a minimum of 20 feet, except when a screening structure made of wood, masonry, or vegetation, standing at least 7 feet high and having at least 90 per cent opacity, is installed, in which case the minimum setback shall be 10 feet.

c) vertical setback from residential uses: where commercial/institutional and residential uses are contained within the same structure, no setback shall be required, provided such uses are separated by floor level.

d) horizontal buffer between commercial/institutional uses and residential uses: 10 feet.

e) hospitality facilities shall not exceed 45 rooms per acre.

f) open space requirements shall be 15%.

7. Signage

All signs on the Project shall be governed by the Covenants and the ACC, except for commercial signs fronting Islands Causeway, which shall comply with City sign regulation.

8. Acreage Adjustments

The acreages depicted on the PUD Master Plans are approximate. In order to maintain the necessary development flexibility, the acreages for the various Parcels, open spaces, roads and other areas depicted on the Master Plans may be increased or decreased within the parameters established by this document. This flexibility shall include boundary adjustments and final road locations. See EXHIBIT B-8.

9. Covenants

The Developers will record Declarations of Covenants in the Beaufort County RMC.

Each Declaration of Covenants will address, as necessary, all applicable restriction issues, establish an Architectural Control Committee, and provide for long-term ownership of Common Property by a Community Association. See EXHIBIT B-15 for an example of Covenants.

Covenants may be recorded for any phase or portion of the Development. They may function as the basic rules of the neighborhoods or Parcels as they relate to the continuity of community interaction. They will be tailored to respond to the different needs and special characteristics of the various Parcels or neighborhoods. Of foremost concern in each set of Covenants will be a general regard for the community environment and quality of life on the Tract.

The Covenants may provide that Design Standards shall be in accordance with the rules, regulations and guidelines as promulgated by the ACC applicable to such Parcel, phase or portion. See EXHIBIT B-15 as an example of Design Standards.

10. Aesthetics

The ACC shall have the right to determine the size, configuration, and aesthetics of all structures and improvements on the Real Property, including, but not limited to, building design, site planning, outside lighting, mailboxes, docks, and landscaping.

11. Docks and Bulkheads

The number, location, size, and other characteristics of docks shown on the Master Plan are conceptual and schematic only. Docks, bulkheads, seawalls and other structures and uses requiring a permit from the U.S. Army Corps of Engineers and/or SCDHEC/OCRM shall be located and configured as prescribed by those agencies and by the ACC. No City ordinance relating to same shall be applicable.

12. Amenities

The types of amenities considered appropriate and which may be developed on the Tract include, but are not limited to, the following: civic buildings and structures, chapels, cemeteries, tennis courts, swimming pools, playing fields, lawn croquet, horse stables, riding trails, pedestrian paths, wildlife observation platforms, boat landings, boat storage areas (including dry stack storage), canoeing and fishing facilities, community docks, gardening plots, meeting facilities, banquet facilities, fitness facilities, hobby facilities, recreational support facilities such as maintenance sheds and shade structures, areas for outdoor recreation and scenic and nature preservation, and all other areas of active and passive recreation compatible with uses in the Development.

Amenities to serve community residents will be developed as the growth of the community allows and dictates. The Developer makes no commitment to provide any amenity. The Developer, however, reserves the right to provide amenities and to convey them to a Community Association, or other suitable entity, which shall become responsible for the upkeep and maintenance of the conveyed amenities. The Developer may choose to absorb the full cost of a given amenity or to share the cost with a Community Association or other suitable entity. The Developer may also elect to donate land to the Community Association for an amenity site, which the Community Association may then develop and maintain.

Property Owner may install sidewalks, bike trails, or other leisure trails or paths, and the Property Owner may construct them in the manner, location, and configuration, as Property Owner sees fit. The City agrees that nothing in this Agreement or within any ordinance or the City shall be interpreted or construed to require the construction of sidewalks, bike

paths, or other leisure trails, or to govern the manner or their construction, their location, or configuration.

13. Parking and Loading

No construction or alteration of any structure shall take place on any Lot without the provision of a sufficient number of parking spaces to meet the reasonably anticipated parking needs for automobiles owned by the residents of the Lot, their guests, invitees and employees in accordance with the plans and specifications approved by the ACC. The landscaping, design, configuration, number, size, location, lighting, and materials for parking and loading requirements for the Project shall be governed by the standards set by the ACC. All off-street parking shall have direct access to a street, road, alley, or access easement. See EXHIBIT B-13 for general guidelines.

14. Trees

No tree having a diameter of five (5) inches or greater, as measured at a height of two (2) feet above the ground, may be removed from any Lot without the prior written consent of the ACC. See EXHIBITS B-15 and B-16.

15. Landscaping

No construction or alteration of any structure shall take place on any Lot without application to the ACC and the prior written approval of the ACC of plans and specifications for the landscaping to accompany such construction or alteration. In addition, no other landscaping shall take place on any Lot without the prior written approval of the ACC of the plans and specifications therefore. See EXHIBITS B-13, B-15, B-16.

16. Impervious Site Coverage

Impervious site coverage requirements will be based on the area of the entire PUD and not site specific, except in commercial areas, where the impervious coverage shall be limited to 65 percent of the site.

17. General Requirements

Wetland impacts covered by a permit from the South Carolina DHEC/OCRM and U. S. Corps of Engineers will be allowed.

18. Default regulations

For items not noted in this document, the City of Beaufort Zoning Ordinance in effect at the date of adoption of this submittal shall govern.

EXHIBIT B-8

THE CANE ISLAND RETREAT PUD MASTER PLAN

The Cane Island Retreat Planned Unit Development (PUD) Master Plan is the Regulating Plan. It is intended to result in the creation of a high quality, mixed-use residential development on Lower Cane Island. The character of the development may range (without limitation) from single family detached houses, to patio homes, to townhouses, to multi-family housing, to condominium units, and to civic, institutional, and commercial uses which, if built, will be designed to complement the various neighborhoods on the island.

The Cane Island Retreat PUD Master Plan is included in this EXHIBIT B-8. The purpose of the PUD Master Plan is to allow flexibility for the Developer in the pursuit of the following goals:

- **distinctiveness and excellence in planning and landscaping design and siting of aesthetically pleasing streets and roads**
- **preservation of unique and important natural features and resources**
- **creative development of recreational areas**
- **clustering of buildings**
- **development of attractive buffers along roadways**
- **use of greenways linking various uses**
- **use of footpaths and pedestrian circulation networks**
- **employment of traffic mitigation measures**
- **use of rear alleys for service purposes**
- **placing of structures on the most suitable sites in respect to soils, topography, vegetation, slopes, views, and exposures.**

NOTE: The Cane Island Retreat PUD Master Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers, innovations in the techniques of development, changing financial conditions, or the safety, health, and welfare

258

of the public. Any depicted property lines, tract dimensions, acreages, right of way locations, or narrative descriptions are approximate and subject to adjustment. For specific commitments, refer to recorded plans, covenants, and restrictions in the office of Beaufort County RMC. [See Section 24 of the Development Agreement.]

798

LAND USE SUMMARY CHART					
PARCEL	USE	ACREAGE	DWELLING UNITS		
COUNTY			PROPOSED OR DEVELOPED	APPROVED BY COUNTY PUD	
1-A,B,C	R-1	8.90 ACRES	14	22	
2	R-1	3.93 ACRES	5	9	
3-A, C	R-1	5.13 ACRES	6	14	
3-B	R-2	2.99 ACRES	7	11	
BAY DRIVE/CANE WAY COUNTY	R/W	4.63 ACRES			
		25.57 ACRES	32	56	

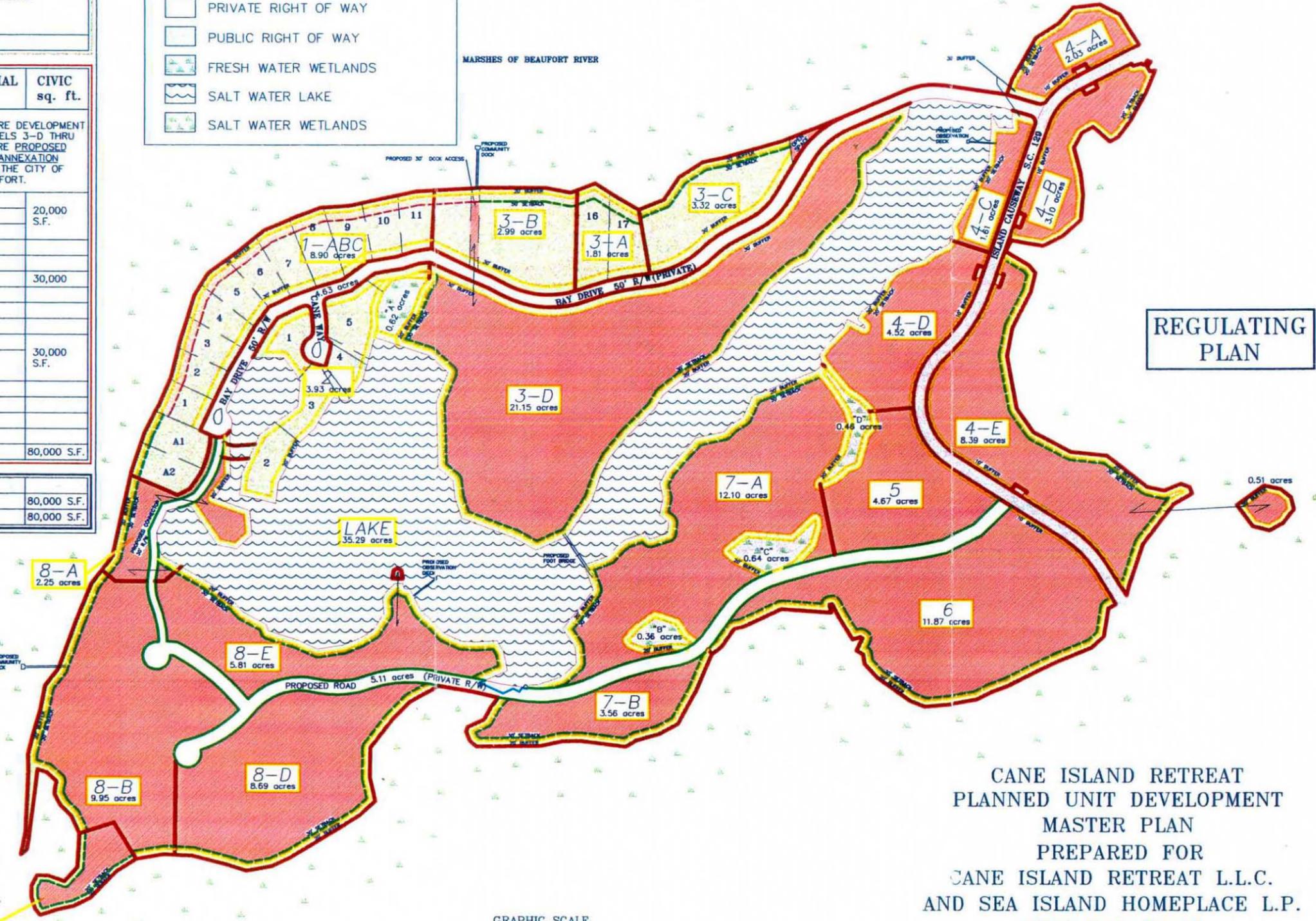
NOTICE: CURRENT DEVELOPMENT PARCELS 1-A, B, C; 2; 3-A, B, C; AND BAY DRIVE/CANE WAY RIGHTS OF WAY ARE NOT INCLUDED IN THIS ANNEXATION PETITION.

PARCEL	USE	ACREAGE	DWELLING UNITS		DWELLING UNITS/PER ACRE		COMMERCIAL sq. ft.	CIVIC sq. ft.
CITY			PROPOSED FOR CITY PUD	APPROVED BY COUNTY PUD	CITY	COUNTY		
3-D	R-2	21.16 ACRES	32	61	1.5	2.9		
4-A	R-2	2.03 ACRES	6	6	2.9	2.9		20,000 S.F.
4-B	R-2	3.10 ACRES	4	9	1.3	3.0		
4-C	R-2	1.61 ACRES	2	5	1.2	3.1		
4-D	R-3	4.52 ACRES	12	14	2.6	3.1		
4-E	R-3	8.39 ACRES	22	26	2.6	3.1		
5	CC-2	4.67 ACRES	16	16	3.4	3.4	30,000 S.F.	30,000
6	R-3	11.87 ACRES	79	55	6.7	5.0		
7-A	R-3	12.10 ACRES	18	23	1.5	1.9		
7-B	R-3	3.56 ACRES	6	17	1.7	4.8		
8-A	R-3	2.25 ACRES	12	12	3.3	5.0		30,000 S.F.
8-B	CC-1	9.95 ACRES	36	49	3.8	4.9	50,000 S.F.	30,000 S.F.
8-C	CC-1	1.32 ACRES	3	6	2.3	4.8		
8-D	R-3	8.69 ACRES	45	42	4.2	4.5		
8-E	R-3	5.81 ACRES	12	28	2.1	4.8		
LAKE & FRESH WATER WETLANDS	O.S.	37.39 ACRES						
10	R/W	5.11 ACRES						
CITY		143.53 ACRES	305	369	2.0	2.5	80,000 S.F.	80,000 S.F.

NOTICE: FUTURE DEVELOPMENT PARCELS 3-D THRU 10 ARE PROPOSED FOR ANNEXATION INTO THE CITY OF BEAUFORT.

COUNTY	25.57 ACRES	32	56				
CITY	143.53 ACRES	305	369			80,000 S.F.	80,000 S.F.
CANE ISLAND RETREAT	GROSS 169.10 ACRES	337	425	2.0	2.5	80,000 S.F.	80,000 S.F.

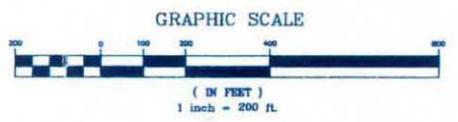
LAND TYPE COLOR CHART	
	PROPOSED FOR ANNEXATION
	BEAUFORT COUNTY
	BUILDING SETBACKS
	BUFFERS
	PRIVATE RIGHT OF WAY
	PUBLIC RIGHT OF WAY
	FRESH WATER WETLANDS
	SALT WATER LAKE
	SALT WATER WETLANDS



NOTE: THIS MASTER PLAN HAS BEEN PREPARED FOR CANE ISLAND RETREAT L.L.C. AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

NOTE: THIS PLAN IS THE PROPERTY OF CANE ISLAND RETREAT L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF CANE ISLAND RETREAT L.L.C.

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS - PLANNERS
 26 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (843) 522-1788



CANE ISLAND RETREAT
 PLANNED UNIT DEVELOPMENT
 MASTER PLAN
 PREPARED FOR
 CANE ISLAND RETREAT L.L.C.
 AND SEA ISLAND HOMEPLACE L.P.
 LOWER CANE ISLAND
 BEAUFORT COUNTY-----SOUTH CAROLINA

DATE: 3/4/02 SCALE: 1"=200'
 JOB# 2612-MARKETING DSGN#2

THIS PLAN IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

EXHIBIT B-8A

THE CANE ISLAND RETREAT PUD ILLUSTRATIVE MASTER PLAN

The Cane Island Retreat PUD Illustrative Master Plan is a schematic design intended to depict one of several possible development scenarios for development of the Cane Island Retreat Tract. It is conceptual only. The developer reserves the right to modify this plan.

LAND USE SUMMARY CHART

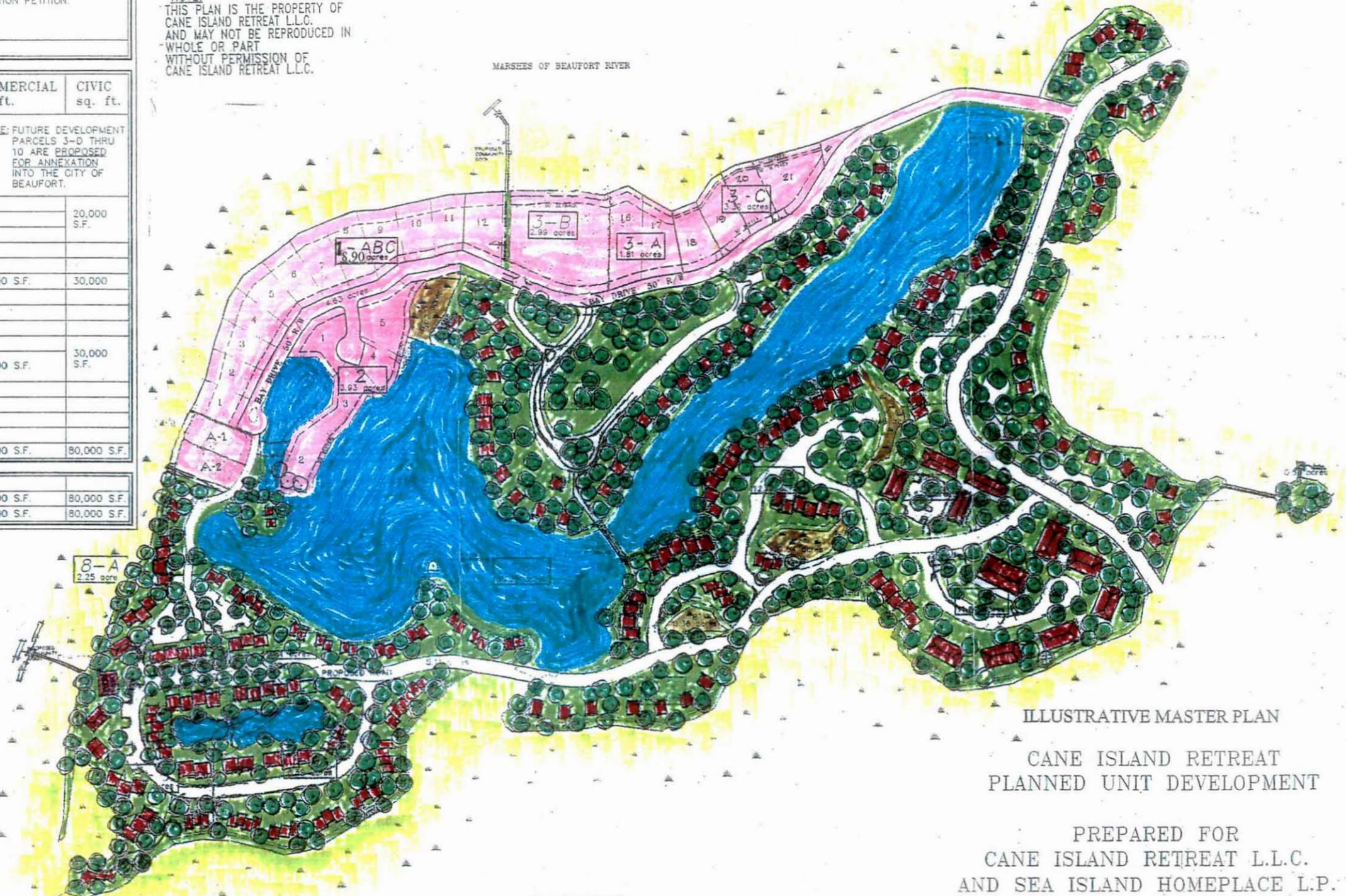
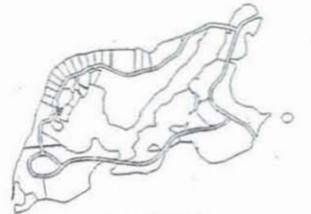
PARCEL	USE	ACREAGE	DWELLING UNITS		NOTICE: CURRENT DEVELOPMENT PARCELS 1-A, B, C; 2; 3-A, B, C; AND BAY DRIVE/CANE WAY RIGHTS OF WAY ARE NOT INCLUDED IN THIS ANNEXATION PETITION.
			PROPOSED OR DEVELOPED	APPROVED BY COUNTY PUD	
1-A, B, C	R-1	8.90 ACRES	14	22	
2	R-1	3.93 ACRES	5	9	
3-A, C	R-1	5.13 ACRES	6	14	
3-B	R-2	2.99 ACRES	7	11	
BAY DRIVE/CANE WAY	R/W	4.63 ACRES			
COUNTY		25.57 ACRES	32	56	

PARCEL	USE	ACREAGE	DWELLING UNITS		DWELLING UNITS/PER ACRE		COMMERCIAL sq. ft.	CIVIC sq. ft.
			PROPOSED FOR CITY PUD	APPROVED BY COUNTY PUD	CITY	COUNTY		
3-D	R-2	21.16 ACRES	32	61	1.5	2.9		
4-A	R-2	2.03 ACRES	6	6	2.9	2.9		20,000 S.F.
4-B	R-2	3.10 ACRES	4	9	1.3	3.0		
4-C	R-2	1.61 ACRES	2	5	1.2	3.1		
4-D	R-3	4.52 ACRES	12	14	2.6	3.1		
4-E	R-3	8.39 ACRES	22	26	2.6	3.1		
5	CC-2	4.67 ACRES	16	16	3.4	3.4	30,000 S.F.	30,000
6	R-3	11.87 ACRES	79	55	6.7	4.6		
7-A	R-3	12.10 ACRES	18	23	1.5	1.9		
7-B	R-3	3.56 ACRES	6	17	1.7	4.8		
8-A	R-3	2.25 ACRES	12	12	3.3	5.3		30,000 S.F.
8-B	CC-1	9.95 ACRES	36	49	3.8	4.9	50,000 S.F.	30,000 S.F.
8-C	CC-1	1.32 ACRES	3	6	2.3	4.8		
8-D	R-3	8.69 ACRES	45	42	4.2	4.5		
8-E	R-3	5.81 ACRES	12	28	2.1	4.8		
LAKE & FRESH WATER WETLANDS	O.S.	37.39 ACRES						
10	R/W	5.11 ACRES						
CITY		143.53 ACRES	305	369	2.0	2.5	80,000 S.F.	80,000 S.F.

COUNTY		25.57 ACRES	32	56				
CITY		143.53 ACRES	305	369			80,000 S.F.	80,000 S.F.
CANE ISLAND RETREAT	GROSS	169.10 ACRES	337	425	2.0	2.5	80,000 S.F.	80,000 S.F.

NOTE: THIS MASTER PLAN HAS BEEN PREPARED FOR CANE ISLAND RETREAT L.L.C. AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

NOTE: THIS PLAN IS THE PROPERTY OF CANE ISLAND RETREAT L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF CANE ISLAND RETREAT L.L.C.



ILLUSTRATIVE MASTER PLAN

CANE ISLAND RETREAT
PLANNED UNIT DEVELOPMENT

PREPARED FOR
CANE ISLAND RETREAT L.L.C.
AND SEA ISLAND HOMEPLACE L.P.
LOWER CANE ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA

DON M. GUSCIO
LANDSCAPE ARCHITECT

LAND PLANNING • SITE PLANNING
LANDSCAPE ARCHITECTURE

The figures presented in the above Land Use Summary chart represent acreages and maximum dwelling units for the entire of the Cane Island Retreat Tract (County and City) according to current planning, as well as maximum square footage computations for civic and commercial space. The entire Cane Island Retreat Tract has 169.10 acres, with 24.25 acres to remain in the Beaufort County jurisdiction, and 144.87 acres proposed for annexation into the City of Beaufort. The number of dwelling units for the entire of the Cane Island Retreat Tract shall not exceed 337 (32 dwelling units for Beaufort County, 305 dwelling units for the City of Beaufort). Civic and commercial building space is proposed for the City of Beaufort only and shall not exceed 160,000 square feet.

The unit count for dwelling units was determined by applying the average density for each Parcel to the acreage for each Parcel. Actual Parcel acreage and density may vary across the project depending on product type and individual soil conditions. Guest suites and accessory units that do not contain kitchens do not apply toward total dwelling unit count.

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1758

THIS PLAN IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

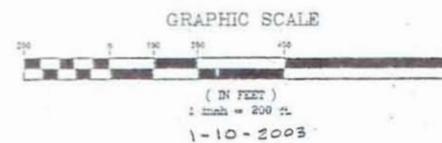


EXHIBIT B-9

PROJECT PHASING

Cane Island Retreat is planned as a phased development. The Developer proposes to phase-in infrastructure and community facilities in an orderly progression over a period of approximately twenty (20) years, or as growth patterns and economic activity will allow.

Flexibility is an essential element in the issue of phasing; therefore, the order and configuration of the various phases is subject to change at the discretion of the Developer. Architectural styles and standards, covenants and restrictions, and conservation and preservation techniques (including tree coverage and vegetative screening and buffering requirements) may differ from neighborhood to neighborhood and phase to phase.

A phase may consist of any Parcel, any part of a Parcel or any combination of Parcels, as shown on the PUD Master Plan. Any phase may represent a separate neighborhood or part thereof possessing its own sense of identity as dictated by architectural themes, community needs, and the natural features of the Parcel. The types of neighborhoods envisioned for the Cane Island Retreat Tract include, but are not limited to, the following:

- a traditional residential neighborhood with varying sized lots bordering streets laid out in a grid pattern;**
- a commercial village neighborhood or village center;**
- a neighborhood of clustered mixed-use units;**
- a conventional style neighborhood with cul-de-sacs;**
- a contemporary "tree house" neighborhood;**
- a retirement village**
- a hotel, restaurant complex**
- a corporate retreat**
- any type of neighborhood compatible with the intent of the PUD Master Plan.**

EXHIBIT B-10

THOROUGHFARE STANDARDS

Private Roads. Right-of-Way and Pavement Widths

The Cane Island Retreat street system will be private and maintained by a Community Association. All streets will be designed by a Professional Engineer licensed in the State of South Carolina with experience in roadway design and will be engineered to meet the paving, safety, and drainage goals set by the ACC. They shall have a surface designed for the soil conditions. All two-way streets that are the primary or sole access to a lot shall have a minimum pavement width of 18 feet.

Low speed limits and traffic mitigation devices may be employed.

There may be several types of streets, including, but not limited to, the following:

<u>Type</u>	<u>Pavement Width</u>	<u>Right-of-way Width</u>
Large Drive	20 feet	50 feet
Drive	18 feet	50 feet
Small Drive	18 feet	40 feet
Street	18 feet	40 feet
Wide Lane	16 feet	24 feet
Alley	12 feet	20 feet
Lane	10 feet	20 feet
Pedestrian Path	5 feet	8 feet

Street Sections

Two privately maintained roads currently exist on Cane Island Retreat:

1) Bay Drive is an approximately one mile long drive with a 50' right-of-way and an 18' paved (asphalt) roadway, drained by roadside swales.

2) Cane Way is an approximately 150 foot long street ending in a turn-around, paved with crushed granite and drained by roadside swales.

Future street sections may include, at the discretion of the Developer, the following types and features:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes
- e) pervious pavers
- f) speed bumps and speed platforms

The actual design will be based on use and site specific conditions.

EXHIBIT B-11

ROADWAY PLAN

Access and Streets

The PUD Master Plan has been reviewed by the South Carolina Department of Highways and Public Transportation, SCDHPT.

- 1. The project is accessed from South Carolina Highway 129 (Islands Causeway), which crosses the southeast corner of Lower Cane Island before terminating on Cat Island.**
- 2. The project will have two main entrances, as shown on the PUD Master Plan (EXHIBIT B-8).**
- 3. Five secondary entrances will serve Tracts 4B, 4C, 4D, and 4E, which border Islands Causeway. One secondary entrance will serve Tract 6. (See EXHIBIT B-8).**
- 4. The project will have approximately 3.5 miles of roads.**
- 5. All roads will be private and maintained by a community association.**

[Proposed roads displayed on the PUD Master Plan are schematic and conceptual only and may require field adjustment by the Developer.]

EXHIBIT B-12

STORM WATER RUNOFF STANDARDS

All stormwater runoff and drainage improvements within the Property will be designed in accordance with applicable state regulatory guidelines, including DHEC's Division of Ocean and Coastal Resource Management ("OCRM"). All stormwater runoff and drainage system improvements will be constructed by Owners or Developers and maintained by Owners, Developers and/or Community Associations. The City of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless the City affirmatively agrees to do so.

The Owners and Developers shall abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water. In order to protect water quality of the rivers and creeks, the Owners shall construct storm water drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, Owners commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations.

Property Owner may create drainage easements and may convey drainage easements to a Community Association. Property Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within drainage easements, provided they do not impair drainage and provided Property Owner, Developer, and/or Community Association will timely and competently maintain same. The City will have no obligation to maintain drainage easements.

EXHIBIT B-13

PARKING AND LOADING REQUIREMENTS

Off-Street Parking:

Land Use:	Spaces Required:
<u>Residential</u>	
Single family	a) 1 per 1 Bedroom b) 1.5 per 2 Bedroom c) 2.0 per 3 Bedroom
Multi-family	a) 1 per 1 Bedroom b) 1.5 per 2 Bedroom c) 2.0 per 3 Bedroom
<u>Institutional</u>	
Buildings	1 per 400 square feet
<u>Office/Commercial</u>	
Offices	a) 1 per 333 square feet
Retail	b) 1 per 300 square feet
Inn	c) 1 per accommodation
Other	d) 1 per 333 square feet

In regard to Commercial and Civic uses at Cane Island Retreat:

1) **Shared Parking.** Two or more individual uses may utilize a joint or combined area in order to comply with off-street parking requirements, provided that the total number of spaces available in such combined area is not less than 20% less than the total sum of spaces otherwise required for the individual uses separately computed.

2) **Particular Parking Specifications.** Excluding aisles, maneuvering space, turnaround space, and drives, each required off-street parking space shall not be less than 9 feet in width and 18 feet in length. No off-street parking or maneuvering area shall be located in any public right-of-way. All off-street parking is subject to review by the ACC. A scaled drawing or layout of all required parking areas will be part of the submittal package required by the ACC.

Parking spaces 90 degrees to the travel way aisle shall not be less than 9 feet in width and 18 feet in length. The paved length of a parking stall may be reduced to 17 feet provided that curbing or anchored concrete wheel stops are furnished at the edge of paving to allow the front of the vehicle to overhang the landscape area.

Angled parking spaces positioned at other than 90 degrees to the aisle travel way shall be dimensioned in accordance with recognized standard criteria.

3) **Other Parking Design Considerations.** Landscaping of parking areas will strive to achieve both physical comfort through shading and a pleasant visual experience. A minimum of one shade tree for every twelve parking spaces will be provided, if not naturally occurring. On lots with frontage on Islands Causeway, parking lots serving commercial uses shall meet current City landscaping requirements.

4) **Lighting.** Parking lots and vehicular use areas may be lighted; however, such shall not illuminate, nor cast glare into neighboring properties. Lighting fixtures shall be part of the overall project design and will require approval by the ACC.

5) **Screening.** All parking lots and vehicular use areas, and loading areas may be screened from all abutting properties at the discretion of the ACC.

6) **Interior Landscaping.** Interior areas of parking lots may contain planter islands located so as to best relieve the expanse of paving. A maximum of 12 parking spaces in a row will be permitted without a planter island; however, this may be modified by the ACC when strict application will seriously limit the function of an area. Planter islands shall have a minimum of 100 square feet in area and shall contain at least one tree having a minimum clear trunk of five feet and a minimum overall

height of eight feet. The remainder shall be landscaped with shrubs, lawn ground cover, or other material as approved by the ACC. On lots with frontage on Islands Causeway, parking lots serving commercial uses shall meet current City landscaping requirements.

7) Existing Plant Material. The natural landscape may be preserved at the discretion of the ACC.

8) Loading Requirements. The ACC shall determine the necessity, if any, and number of loading spaces. If the ACC determines that loading spaces are required, it shall have full authority to determine all design attributes related thereto, including size, number, location, screening, landscaping, lighting, surface and configuration.

9) Off Street Loading Restrictions. Loading areas, where required by the ACC, shall be adequate so that no vehicle being loaded or unloaded in connecton with normal operations shall stand in or project into a public or private street, alley or other way.

EXHIBIT B-14

SEWER and WATER

**Sewer and water availability shall be in accordance with
Beaufort Jasper Water and Sewer Authority requirements.**

EXHIBIT B-15

**CANE ISLAND RETREAT ARCHITECTURAL CONTROL
COMMITTEE (ACC) DESIGN STANDARDS**

Design Standards applicable to Parcels 1-A,B,C; 2; and 3-A,B,C are included in this EXHIBIT B-14.

Design Standards for Parcels 3-D through 10 (as shown on the PUD Master Plan) shall be in accordance with the rules, regulations and guidelines promulgated by the ACC applicable to each individual Parcel, phase or portion of the Cane Island Retreat Tract. Design standards shall include regulations and guidelines for Landscaping and Tree Preservation.

CANE ISLAND RETREAT

PLANS APPROVAL COMMITTEE

DESIGN STANDARDS

June 30, 1992

Note: Design standards will be tailored to respond to the different needs and special characteristics of the various Parcels or neighborhoods. The design standards contained herein have been developed for Parcels 1-A,B,C; 2; 3-A; and 3-C.

BACKGROUND AND PHILOSOPHY

The private residential community of Cane Island Retreat is located on (Lower) Cane Island, a 160 acre "sea" island situated one mile northeast of the confluence of the Beaufort River and Port Royal Sound. Bordered on three shores by broad expanses of saltwater marsh, and on the fourth by the deep channel of the Intracoastal Waterway, the luxuriant bluffs of (Lower) Cane Island abide beneath the canopy of a typical coastal maritime forest. Conifers and hardwoods of many varieties arch above a rampant understory of benign native evergreens, among them cherry laurel, yaupon holly, palmetto, red cedar, magnolia, and wax myrtle.

Perpetually reconfigured by vigorous estuarine tides -- eternally renourished by silt from eroding inland mountains -- (Lower) Cane Island is one of an ancient archipelago of islands born of a rich alluvial delta that rose from the ocean a million years ago.

In spite of more than twenty centuries of human habitation -- of nomadic Paleolithic fishing and hunting tribes, of Spanish missionaries and French colonists and explorers -- of countless seasons of Indian maize and British indigo and Confederate cotton, of mule-hauled sugarcane and truck-shipped tomatoes -- (Lower) Cane Island retains a touch of its primeval atmosphere to this very day.

Graciously habitable now, yet still pristine, (Lower) Cane Island is currently evolving into a unique residential community, one dedicated to the enhancement of the island's natural heritage and aesthetic endowments.

Inspired by the challenges of this opportunity, the developer of Cane Island Retreat has determined that the beauty of the island, the privacy of residents, the value of real estate, and the integrity of animal habitat are qualities to be preserved and protected.

Accordingly, generous buffer areas have been incorporated into each lot and along the border of the main access road, Bay Drive, to insure resident privacy and to preserve the natural beauty. Bay Drive itself has been painstakingly located to avoid damage to important trees, just as lot boundaries have been carefully aligned to take advantage of views, sun orientation and prevailing breezes. Large open areas, such as the capacious saltwater lake and four freshwater wetlands, are protected for the benefit of wildlife and homeowners alike.

Thus far in development, a sensitive program of conserving woodlands and native vegetation has complemented the unspoiled quality of Cane Island Retreat. In the future the degree of

Retreat Design Standards and Covenants and Restrictions.

THE REVIEW PROCESS -- THE FIRST THREE STEPS

The review process involves the lot owner, the PAC, and the developer in an ongoing cooperative interaction, from the beginning of the construction project to the end.

The purpose of the review process is to maximize and maintain the property values, privacy of residents, habitat of wildlife, aesthetic appearance, and overall welfare of the community.

The review process is designed to be as flexible as possible without compromising any of the above-mentioned goals or creating arbitrary planning inequities within the community. It is structured to provide the greatest ease possible in obtaining approvals, yet at the same time to accomplish the objectives and purposes of the PAC.

Note: Plans and material samples should be delivered to the administrative offices of the Cane Island Retreat Plans Approval Committee (PAC) (P. O. Box 1256, Beaufort, South Carolina 29901) together with a check for \$300.00 (the review fee) made payable to Cane Island Retreat. (The review fee helps defray some of the costs incurred by the PAC in reviewing plans.) Plans will not be reviewed until the review fee is paid and the submission is complete.

STEP ONE -- Preliminary Plans Review:

Although not mandatory, applicants are strongly encouraged to submit sketches and concepts in advance of committing to the expense of complete plans and specifications. This exercise helps to avoid misunderstandings as to requirements and/or standards.

To assist the PAC in this early review, sketches and conceptual drawings should be as detailed as possible. They might include a site analysis and general functional layout showing all proposed structures, as well as the location of existing buildings on adjacent lots. The site analysis should address environmental, view, site, landscaping, and other considerations.

No fee is charged for a preliminary plans review.

- an electrical plan;
- details of all fences, screens, and walls;
- a recap of the total number of square feet, including interior heated floor space only, and unheated floor space only.

STEP THREE -- Field Stake-out Review:

The Field Stake-out Review of a project involves an on-site review by the PAC. The field stake-out review is conducted to insure that base information provided by an applicant has been faithfully represented, and that the proposed design fits the natural site without undue impact upon existing trees and vegetation, natural site drainage characteristics, and the views of neighboring lots.

For the Field Stake-out review:

- stake out all property corners;
- stake all property lines at their midpoint;
- stake and connect all corner stakes of the exterior walls of a proposed structure with string;
- identify the location of the front door and identify the location of any major site elements;
- use stakes, flags, or marking paint to outline the driveway, walkway, and deck edges;
- identify all trees and underbrush to be removed with ribbon and surveyor's tape.

PLANS APPROVAL COMMITTEE (PAC) -- APPROVAL/DISAPPROVAL

When all plans, data, materials, and other supplementary information requested by the PAC have been received in full from an applicant, and the review fee has been paid, a project will be placed on the review agenda.

While the PAC has thirty days in which to review and take action on plans, every reasonable effort will be made to speed up the process.

The PAC looks most favorably upon creative architectural solutions which complement the uniqueness of a site, express the design concept of the lot owner, and contribute to the community as a whole.

simplicity, and rationality of this regional vernacular stand as a major reference source for the design of Cane Island Retreat homes. Some of these features are:

- steeply pitched roofs with generous overhangs;
- open floor plan, allowing "through" ventilation;
- generous use of glass to capitalize on views and vistas;
- high ceilings with rooms opening onto terraces and decks;
- integration of grounds, drives, parking, and gardens;
- common use of verandas, providing inside/outside transitions.

LANDSCAPE DESIGN

Landscape design should be closely integrated with the architectural design concept. Proper landscaping provides the finishing touch to a home and serves to enhance the entire community. The PAC strongly recommends that a lot owner retain the services of a registered landscape architect in this important undertaking.

Landscaping is defined as adding any plant materials (trees, shrubs, or ground covers), mulches, or lawn; as rearranging an existing landscape; or, as transplanting any plant materials on a site.

The degree and type of landscape treatment required on a given site depends largely upon the tree and vegetation cover preserved during the lot clearing and construction process. Maintaining existing ground level plants in addition to the basic tree cover of each homesite will preserve the general character of the island and minimize the amount of supplemental landscaping required to soften the impact of structures placed on a given homesite. The need for irrigation also will be minimized.

The PAC encourages a "natural look" (i.e., informal) rather than a "decorative" one (i.e., formal), emphasizing native plants and ground covers with only minimal grassed areas. Use of indigenous plants (such as yaupon holly, cherry laurel, wax myrtle, live oak, dogwood, and magnolia) will generally insure that landscaping will blend naturally with the site. Use of native regional plants will minimize the need for irrigation. Use of plants seen growing on Lower Cane Island may eliminate the

SUGGESTED PLANT MATERIALS

The following is a comprehensive list of suggested plants, including those that are native. The list is not intended to restrict the designer, but is provided to stimulate ideas and interest.

SMALL NATIVE FLOWERING TREES

Sassafras	Flowering Dogwood
Sweetbay Magnolia	Flameleaf Sumac

NATIVE DECIDUOUS TREES

Pecan	Hackberry
Water Oak	Persimmon
Chinaberry	Sweet Gum
Southern Cherry	Chinese Poplar
Hickory	

NATIVE EVERGREEN TREES

American Holly	Southern Magnolia
Loblolly Pine	Slash Pine
Carolina Cherry Laurel	Live Oak
Sabal Palmetto	

SUGGESTED NON-NATIVE TREES

Japanese Maple	Red Maple
Foster Holly	Redbud
Savannah Holly	Loquat
Bradford Pear	Crapemyrtle
Kwansan Cherry	Crabapple
River Birch	

NATIVE GROUNDCOVERS AND WILDFLOWERS
FOR WOODED SITES

Butterflyweed	Blackberry
Fireweed	Indian Blanket
Marsh Pink	Milk Pea
Morning Glory	Weeping Lovegrass
Silverleaf Sunflower	Spotted Horsemint
St. Andrew's Cross	Lupine
Ox-eye Daisy	Mistflower
Gaillardia	Verbenacan
Maypopa	Centipede Grass
Native Ferns	Carpet Grass
Vinca	

ADDITIONAL GROUNDCOVERS AND WILDFLOWERS
AS FOUNDATION OR SPECIAL AREA PLANTS

English Ivy	Coastal Bermuda
Holly Fern	Leatherleaf Fern
Liriope	Mondo Grass
Periwinkle	Algerian Ivy
Colhis Ivy	Pampas Grass
Daylily	Dwarf Lilyturf
Fig Vine	Clematis

NATIVE VINES THAT THRIVE IN WOODED AREAS

Decumaria	Coral Honeysuckle
Greenbrier	Yellow Jessamine
Muscadine	

RAPID GROWING NATIVE VINES

Common Trumpet Creeper	Virginia Creeper
Wisteria Frutescens	Peppervine
Bignonia Capreolata	Cherokee Rose

RAPID GROWING NON-NATIVE VINES

Sweet Autumn Clematis	Banksia Rose
Wisteria Sinsensis	Confederate Jasmine
Wisteria Floribunda	Coral Vine

eucalyptus, flowering jessamine, flowering quince, forsythia, foxglove, gardenia, garlic chives, gazania, ginkgo, holly, holly fern, hollyhock, iris, japanese kerria, lavender, Lenten rose, ligustrum, madagascar periwinkle, marigold, myrtis communis, oak, oleander, palm, pampass grass, persimmon, phytostegia, pine, pineapple guava, poppy, redbud, rice paper plant, rosemary, rue, salvia leucantha, santolina, serrissa, society garlic, spiderwort, spirea, sunflower, sweet alysum, texas sage, wax myrtle, yaupon holly.

Please note: In the list immediately above -- entitled "plants deer eat only in emergencies" -- six plants native to Cane Island Retreat are mentioned, three being trees (oak, pine, palmetto) and three being the most common low-growing vegetation on the island: wax myrtle, yaupon holly, and cherry laurel.

These three evergreen plants -- wax myrtle, yaupon holly, and cherry laurel -- thrive in the soils and climate of the island and require very little, if any, irrigation after becoming established. They can be allowed to grow into trees, pruned into hedges, or (in the case of yaupon holly) cut back to serve as ground cover. For their hardiness, attractiveness, versatility, natural appearance, and deer-resistant qualities, the PAC considers these plants to be the ideal low-maintenance native landscaping plant material for Cane Island Retreat, providing an infallible guide for the sophisticated or first-time landscape planner who wants to "blend with nature" by maximizing the use of indigenous and deer-resistant plants.

If plants especially vulnerable to browsing deer cannot be avoided in the landscape design, they should be planted close to the house or in a protected area, such as behind an electric fence. (Electric fencing must be approved by the PAC, and the lot owner must accept any and all liability for same.)

Note: Remember that deer are wild animals. They should not be served "treats" in order to tame or mold them into certain habits. Foundling fawns, silently curled up on the forest floor awaiting the return of their mothers, or even a noisy, bleating fawn which looks "abandoned," should not be "rescued," no matter how forlorn.

erosion, to soften the impact of man-made improvements, to enhance privacy, and to maintain the natural setting.

While it is realized that not all trees and vegetation can be saved and incorporated into the final site design, the lot owner should exercise extreme care to retain as many trees and as much vegetation as possible.

The PAC will be inclined to favorably review proposed variances based on saving significant specimen trees or existing vegetation. Conversely, the PAC may require significant site plan revision in order to save specimen trees and important vegetation.

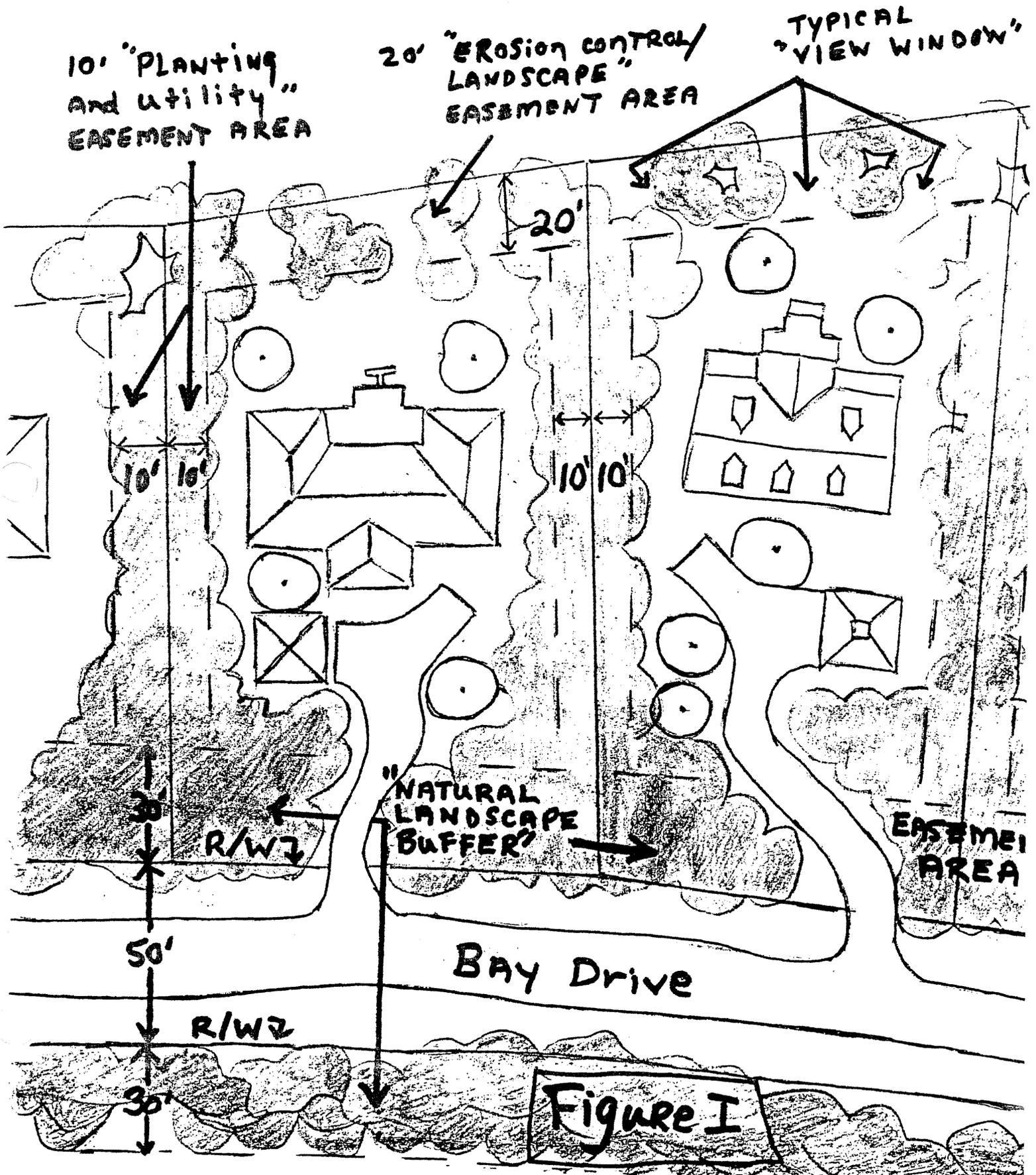
The Cane Island Retreat Declaration of Covenants, Restrictions, and Easements (Section 6.13) states: no "tree" or "existing vegetation" (as defined above, see Trees and Existing Vegetation) may be removed from a lot at any time, without the written approval of the PAC.

Any tree or vegetation damaged or destroyed without authorization -- before, during, or after construction -- must be promptly replaced, in the same location, with a tree or vegetation of the same type, same size, and same value as the damaged or destroyed tree or vegetation, or it must be replaced in some other manner agreeable to the PAC.

Contractors should plan so as to minimize disturbance to existing trees and vegetation, keeping in mind that a tree trunk (with the exception of palmettos) can not have dirt piled against it in excess of two inches, and that a tree's most important feeder roots grow around the outer circumference of its canopy's drip-line. Cutting, filling-in, running over with construction vehicles and equipment, or building over this delicate area will potentially harm a tree to a point that it will slowly die. Cutting through this zone, and especially next to a tree trunk for underground service and utility lines, will likewise harm a tree. Contractors, therefore, will be required to erect barriers at the drip-lines of trees, within which area soil removal, fill greater than two inches, paving, soil compaction, utility line construction, and building construction may not occur unless approved root aeration systems are employed.

Contractors should protect all trees and vegetation remaining after the approved vegetation-clearing and tree-removal phase is completed with barriers erected at least six feet from the trunk of a tree and with fencing (e.g., snow fencing) placed in front of vegetation to be saved. They should not encroach with materials or equipment upon this protected area, nor clean equipment, nor store or dispose of materials such as paints, solvents, or oils, within the perimeter of the limb coverage (i.e., the drip-line) of a tree. Nor should they faster

EASEMENT AREAS



SETBACKS

In accordance with the Covenants and Restrictions (Section 6.17), the PAC reserves unto itself the right to decide the precise site and location of the main dwelling, the accessory building, and other structures proposed to be built on a lot, provided, however, that the lot owner shall be afforded every reasonable opportunity to recommend a specific site.

While no specific building setback lines have been established by the Covenants and Restrictions, the PAC requires that no habitable structure (or certain other structures, such as enclosures for swimming pools) may be placed closer than fifty (50') feet from the top of the bluff bordering the South Carolina Coastal Council critical line; no closer than twenty (20') feet from any lot line bordering another lot or bordering a Common Area; and no closer than seventy five (75') feet from the lot line bordering the main access road, Bay Drive. (See Figure II.)

FINAL FIELD REVIEW -- OCCUPANCY

The culmination of the planning and construction effort takes place when an owner takes occupancy of a new home.

Final Field Review:

The property owner, or the contractor acting as agent, shall notify the PAC in advance of the date when construction will be completed. The PAC will conduct a final field review of the project to verify that all plans and specifications, and only "approved" plans and specifications, were followed, and that all building and landscape debris from the site and surrounding area and all construction paraphernalia has been removed.

The construction of the residence and the driveway must be complete and the installation of the approved landscape plan must be substantially underway, and/or bond must be posted by the property owner to guarantee the timely completion of the landscape plan as approved, before final approval by the PAC can be given and a Cane Island Retreat Certificate of Occupancy can be issued.

If property owners insist upon occupancy prior to completion of construction, a deposit will be required from the owner (as stipulated in the Covenants and Restrictions, Section 5.11) to guarantee completion of the landscaping and construction as approved. This deposit will be refunded when the owner satisfies the requirements of the PAC.

FUTURE IMPROVEMENTS

There will no doubt be numerous future improvements to the site intended to add beauty and enrichment to the home. It is anticipated that additional plant materials will continue to be used to contribute to the total concept. Future improvements, including additions, outbuildings, landscape elements, and any alterations to the exterior, will require review and approval by the PAC.

When submitting for review of proposed improvements, presentations should include, but not be limited to, the following: 1) a letter of intent informing the PAC of the purpose of the proposed improvements; 2) color samples showing how the colors will match existing materials; 3) a site plan showing the exact location of the proposed improvements; 4) plans and drawings sufficient to define and explain the proposed improvements; 5) landscaping plans to show how landscaping might be affected.

ARCHITECTURAL CRITERIA

The criteria outlined below reflect the exterior architectural elements considered by the PAC when reviewing the design and siting of a home.

Size of a home:

The Declaration of Covenants, Restrictions, and Easements specifies minimum and maximum floor areas for dwellings built at Cane Island Retreat.

One-story homes must have an enclosed heated living area of at least 2000 square feet. Multi-story homes must have an enclosed heated living area of at least 2400 square feet. Minimum enclosed living area is defined as those living areas that are heated, excluding garages, carports, porches, terraces, attics, basements, and bulk storage areas.

Minimum size requirements have been specified for the protection of all property owners. Size, however, is not the all-important criterion. The exterior appearance of the home and its siting on the lot are considered more important than size alone, after minimums have been met. The PAC believes that a well-designed smaller home can be more attractive from a community viewpoint than a larger home that has not received sufficient care in design and treatment.

The maximum allowable size for a main dwelling (inclusive of porches) is 5200 square feet, whether such space is heated or unheated.

Roofscape:

One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the entire structure should be carefully considered. This includes the shape and slope of the roof in relation to the architectural design as well as to the color and texture of roofing materials.

Roofs with a significant pitch (minimum 4/12) are normally most desirable. Flat roofs should be avoided. Solar panels, roof windows, skylights, etc., may be used if coordinated with the overall design and architectural expression of the roof and total home. Vents, vent covers, and similar devices should be treated as integral parts of the design. Roof mounted mechanical equipment is discouraged.

Cedar shakes or cedar shingles, slate tile, standing seam metal, or asphalt shingles (rated 300 lbs. or more) are preferred as a roofing material, but the PAC may approve other materials if texture, color, and weight are satisfactory. Vents, exhausts, etc. should be painted to blend with the color of the roof. A chimney (with windscreen) should be included as part of the architectural design of the roof, whether a fireplace is to be built or not.

Garage:

The garage should be designed as an integral part of the house or as a small accessory building. It should be oriented so that doors are screened and not visible from the street. Doors should be of the side-entry type, that is, facing the side lot line and not the street. Garage doors should be of the overhead type and made of wood. Where more than a one-car garage is planned, separate doors should be utilized for a better overall appearance and to give a minimum exposure of interior contents when a door is open.

Driveways and Parking:

Driveways should be carefully located for practicality as well as overall aesthetic appearance. Driveways should meet the roadway at 90 degrees, and be 8 feet wide (minimum) to 10 feet wide (maximum). In some cases it may be desirable to create a two or three car parking zone which can double as a turn-around area. Driveways should be curved to screen the house from the roadway.

The PAC encourages the use of rough, textured loose aggregates such as oystershells, gravel, brick pavers, or comparable materials. Plain, smooth concrete will not be

Mailboxes:

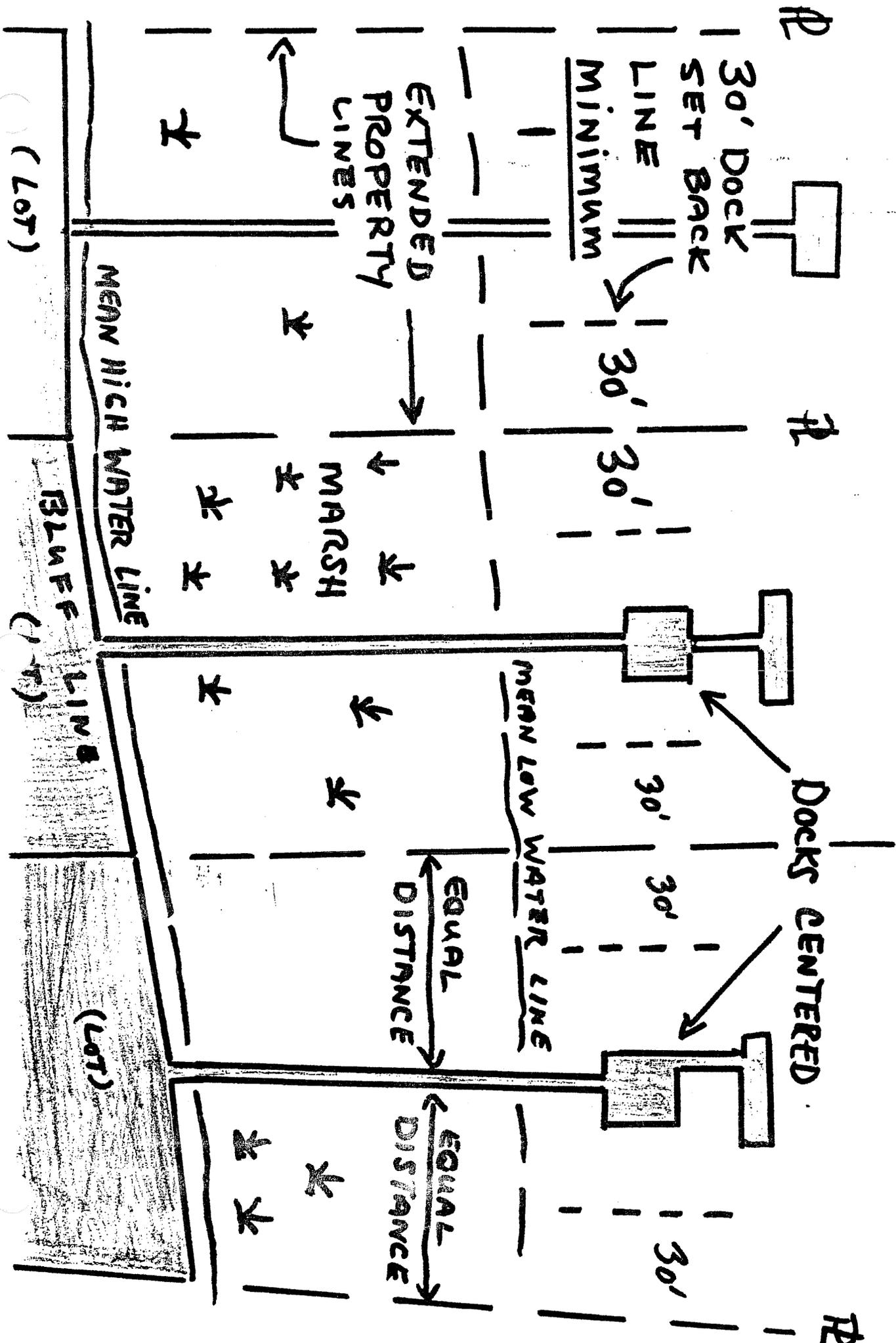
Mailboxes should conform in color, size, and design to the standardized one approved by the PAC for use on all lots. Attachments to the mailbox, such as newspaper inserts, will not be permitted.

Docks, Bulkheads, Seawalls:

These improvements require special engineering attention from your architect and dock contractor to ensure their safety, durability, and visual attractiveness. Approval by the PAC and the developer of all plans for docks, bulkheads, seawalls, and other waterfront improvements is required. Because of the unsightliness and danger of barnacle-encrusted pilings at low tide, if a dock is approved it must be a floating dock. Activities endangering the marsh and bluff will not be permitted. Removing the root systems associated with shoreline vegetation is not permitted. Only minor pruning of vegetation essential for construction is permitted. Dredging or excavation is not permitted. Back-filling must be done with great care to preserve existing bluff vegetation and tree roots.

DOCK SET-BACKS

Figure III



the written approval of the PAC. Boats should not be left unattended for long periods of time.

17) Good Neighbors: Dock owners should use common sense in their behavior on and around docks. Quiet and traditional pursuits of waterfront enjoyment are expected. Disturbing activities (such as jet skiing, the loud playing of music, or other disruptions) should be avoided.

18) Live Aboards: DHEC regulations state: no live-boards are allowed at any individual or community dock.

19) Fuel Pumps or Fuel Tanks: DHEC regulations state: no fuel pump or fuel storage tank may be installed at any individual or community dock.

20) Pump Outs: DHEC regulations state: discharge from any vessel containing a MSD (Marine Sanitation Device) in proximity to any individual or community dock is illegal and not allowed. Boats needing pump-outs should use a nearby marina offering pump-out services.

21) Variances: The PAC, in its sole discretion, reserves the right to grant variances to the above guidelines. However, the PAC is under no obligation to grant any variance.

22) Plans Submission Procedure: Approval by the PAC of all plans for docks, bulkheads, seawalls, and other waterfront improvements is required before construction may begin, as well as the developer's written consent.

The PAC requires three copies of complete plans and specifications for its review and approval in advance of construction, or alteration. Such plans and specifications should include a site plan (showing the overall dock concept, its dimensions, its proximity to neighboring lot lines, mean low water, etc.); elevations (showing all dimensions, including railing height, piling height, etc.); and complete specifications of materials (color scheme, lighting scheme, plumbing, and all other details relating to the appearance of the proposed structure).

The PAC strongly encourages the submission of preliminary sketches and concepts in advance of a lot owner committing to the expense of complete plans and specifications. Also, the PAC encourages the lot owner and the dock contractor to become familiar with the various covenants and restrictions of Cane Island Retreat, as well as with the Design Standards.

OWNER/CONTRACTOR REGULATIONS

Approval of Contractor: Any builder or contractor must be approved by the PAC as to financial stability, experience, and ability to build structures of the class and type of those which are proposed and approved to be built. Contractors must be approved by the PAC prior to being awarded the contract on a construction project.

In addition, a builder or contractor must demonstrate a reasonable understanding of and willingness to comply with the Cane Island Retreat Covenants and Restrictions and Design Standards.

No owner shall be permitted to act as his own builder or contractor for the exterior of any structure, unless such owner obtains his income primarily from the construction of the type of structure to be built.

The owner, or the building contractor as owner's agent, should notify the PAC in advance of the expected construction start date.

Refundable Deposit: The contractor shall protect important trees and existing vegetation when so directed by the PAC. A permit-to-build will be issued by the PAC after all trees and existing vegetation to be saved have been protected to the satisfaction of the PAC, and after a one-time refundable contractor deposit of two thousand dollars (\$2000.00) has been paid (per project). This deposit, or portions of it, may be used by the PAC to repair damages to roads or shoulders, street signs, mailboxes, utilities, etc., or damage to trees caused by the contractor, or to clean up a contractor's site if the contractor fails to do so in a timely manner.

Performance Bond: The PAC may require an owner, contractor, or subcontractor to post payment and/or a performance bond to assure the satisfactory completion of approved improvements within the time periods provided in Sections 6.12 and 6.13 of the Covenants and Restrictions.

Trees and Vegetation: Absolutely no clearing of trees or existing vegetation is to begin without written permission from the PAC and the developer. No cutting or removal of trees or foliage, or fastening of attachments of any kind to a tree, or alteration of grade, or ditching or trenching for utility or other purposes is allowed without permission from the PAC or the developer. (See "Tree Protection," above).

Building Sites: Building sites shall be maintained in an orderly condition. Buildings are to have scrap material picked up and swept "broom-clean." A small trash container (such as

Fires: No burning of trash or fires of any kind are permitted, including those contained in barrels. Do not store flammable materials on a site.

Firearms: Firearms are not permitted.

Temporary structures: Temporary structures, such as offices and storage sheds, should not exceed 8 feet by 10 feet. They should be locked, vandal-proof, of neat appearance, painted in earth-tones, and screened from sight of the street and adjacent residences.

Dumping and Washing-out: Dumping sites are not available on the island. There will be no washing-out of any truck on the roads or common property. Any washing-out of a concrete truck on the island must take place on the construction site.

Noise control: Do not start equipment or pound outside of working hours. Shut off construction equipment not in use. No construction noise is permitted on Sundays or other designated non-work days. Equip motor-driven equipment with proper mufflers. Radios loud enough to be heard from off the property are too loud. This is distracting and discomforting to property owners and wildlife alike. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound carries a long way over water, or on a windy day.

Dust control: Insure that construction operations do not generate noticeable increases in dust from the project site. Spray operations with water to minimize same.

Erosion control: Take precautions to virtually eliminate the potential for erosion, and maintain the effort throughout the duration of the project. Be especially mindful of the potential of erosion along a marsh or river bank. Do not remove any vegetation within twenty feet of a critical area. Leave root systems intact. Place straw bales where sediment is evidenced leaving a site. Clean all streets, pipes, storm drains, common property and private property of sediment originating on a site.

Resident safety: Contractors should protect children and curiosity seekers, and against potential lawsuits, by covering over openings, and providing barricades, lights, signs, posts, fences, enclosures, etc. to warn of dangerous conditions, while the project is unattended.

Adjacent property: Contractors should protect private property from damage of any kind. Construction personnel are responsible for damage caused by construction equipment, vandalized use of construction equipment, and employees.

EXHIBIT B-16

**CANE ISLAND RETREAT DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

**The Declaration of Covenants, Restrictions, and Easements applicable to
Parcels 1-A,B,C; 2; and 3-A,B,C are included in this EXHIBIT B-16.**

**Covenants and Restrictions for Parcels 3-D through 10 (as shown on the
PUD Master Plan) shall be in accordance with the rules, regulations and
guidelines promulgated by the ACC applicable to each individual Parcel,
phase or portion of the Cane Island Retreat Tract. Covenants and
restrictions shall include regulations and guidelines for Landscaping and
Tree Preservation.**

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF CANE ISLAND RETREAT
(INCLUDING: BYLAWS OF CANE ISLAND RETREAT COMMUNITY ASSOCIATION, INC.)**

DATED AS OF JUNE 30, 1992

Note: Covenants and restrictions will be tailored to respond to the different needs and special characteristics of the various Parcels or neighborhoods. The covenants and restrictions contained herein have been developed for Parcels 1-A,B,C; 2; 3-A; and 3-C.

TABLE OF CONTENTS

Article		Page
ARTICLE I	DEFINITIONS	6
1.01	PAC	6
1.02	PLANS APPROVAL COMMITTEE	6
1.03	Association	6
1.04	Board	6
1.05	By-Laws	6
1.06	Common Property	6
1.07	Design Standards	6
1.08	Declarant	6
1.09	Lot	6
1.10	Member	6
1.11	Membership	6
1.12	Owner	7
1.13	Property	7
1.14	Restrictions	7
1.15	Structure	7
ARTICLE II	COMMON PROPERTY	8
2.01	Conveyance of Common Property	8
2.02	Right of Enjoyment	8
2.03	Rights of the Association	8
2.04	Types of Common Property	10
2.05	Delegation of Use	10
2.06	Obligation to Maintain	10
ARTICLE III	CANE ISLAND RETREAT COMMUNITY ASSOCIATION, INC.	10
3.01	Purposes, Powers and Duties of the Association	10
3.02	Membership in the Association	11
3.03	Voting Rights	11
3.04	Board of Directors	12
3.05	Suspension of Membership	12
3.06	Termination of Membership	12
3.07	Voting Procedures	12
ARTICLE IV	ASSESSMENTS	13
4.01	Covenant for Assessments and Creation of Lien and Personal Obligation	13
4.02	Purpose of Assessment	14
4.03	Accumulation of Funds Permitted	14
4.04	Annual Assessment	14

4.05	Special Assessments for Capital Improvements	16
4.06	Assessment Procedure	17
4.07	Uniform Rate of Assessment	17
4.08	Effect of Nonpayment of Assessment	17
4.09	Certificate of Payment	18
4.10	Exempt Property	18
ARTICLE V	PLANS APPROVAL COMMITTEE	18
5.01	Plans Approval Committee Creation and Composition	18
5.02	Purpose, Powers and Duties of the PAC	19
5.03	Officers, Subcommittees and Compensation	19
5.04	Operations of the PAC	20
5.05	Design Standards	21
5.06	Submission of Plans and Specifications	22
5.07	Approval of Builder and Contractor	23
5.08	Approval of Plans and Specifications	23
5.09	Disapproval of Plans and Specifications	23
5.10	Obligation to Act	24
5.11	Performance Bonds	25
5.12	Inspection Rights	25
5.13	Violations	25
5.14	Certificate of Compliance	26
5.15	Fees	26
ARTICLE VI	GENERAL COVENANTS AND RESTRICTIONS	27
6.01	Permitted Use	27
6.02	Permitted Structures	27
6.03	Minimum and Maximum Floor Area	27
6.04	Maximum Height	28
6.05	Service Facilities	28
6.06	Utility Facilities	28
6.07	Pipes, Wires and Antennas	28
6.08	Water	28
6.09	Sewer	28
6.10	Water and Sewer Service Charges	29
6.11	Parking	29
6.12	Landscaping	29
6.13	Trees and Existing Vegetation	29
6.14	Exterior Lighting	30
6.15	Signs	30
6.16	Mailboxes	31
6.17	Setbacks	31
6.18	Waterfront Lots	31
6.19	Limitations as to the Use of Bodies of Water	32
6.20	Resubdividing	32
6.21	Maintenance	32

6.22	Outside Storage	33
6.23	Recreational Vehicles	33
6.24	Temporary Buildings	33
6.25	Unsightly Activities	33
6.26	Solid Waste	34
6.27	Nuisances	34
6.28	Pets and Wildlife	34
6.29	Firearms and Fires	34
6.30	Mining	35
ARTICLE VII	EASEMENTS	35
7.01	Easements	35
7.02	Easement Area	37
7.03	Entry on Lots	37
7.04	Access to Property	38
ARTICLE VIII	ENFORCEMENT	38
8.01	Right of Enforcement	38
8.02	Right of Abatement	39
8.03	Specific Performance	39
8.04	Collection of Assessments and Enforcement of Lien	40
8.05	No Waiver	40
ARTICLE IX	DURATION AND AMENDMENT	40
9.01	Duration	40
9.02	Amendment	41
ARTICLE X	ANNEXATION	41
ARTICLE XI	MISCELLANEOUS	43
11.01	No Reverter	43
11.02	Severability	43
11.03	Headings	43
11.04	Gender	43
11.05	Notices	43
11.06	No Liability	44
11.07	Zoning and Private Restrictions	44
11.08	Right of First Refusal	44
EXHIBIT A		47

DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
OF CANE ISLAND RETREAT

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (hereinafter referred to as the "Declaration") is made as of this day of 1992 by Frederick G. Trask and Mary Louise Trask (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Beaufort County, South Carolina, which is more particularly described as follows:

ALL that certain parcel of real property situate, lying and being on Lower Cane Island, a portion of Cane Island, Lady's Island Township, Beaufort County, South Carolina, containing 8.04 acres, more or less, being more particularly described by metes and bounds and shown as Tract I on a plat entitled "'Cane Island Retreat', Lower Cane Island, a Portion of Cane Island," prepared for Frederick G. Trask and Mary Louise Trask by Johnson-Trogdon Surveyors, Jack S. Jones, Jr., RLS, dated January 14, 1992, and recorded at the office of the RMC for Beaufort County, South Carolina, in Plat Book 43 at Page 192.

WHEREAS, Declarant intends to develop on lands including the real property described above a residential community to be known as Cane Island Retreat; and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, Declarant hereby declares that all of the real property described above together with such additional real property as may be annexed thereto in accordance with the terms and conditions of Article X of this Declaration, shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined).

These Restrictions (as hereinafter defined) shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association and Declarant.

1.12 Owner. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to a Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.13 Property. "Property" means that certain real property described in the first recital on page 1 of this Declaration, together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Article X hereof.

1.14 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.15 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot (or upon any body of water, shore or marshland contiguous or adjacent to such Lot) may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, deck, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio, swimming pool, dock, pier, mooring, piling, post, boathouse, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot or to such body of water, shore or marshland;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot (or any body of water, shore or marshland contiguous or adjacent to any Lot), or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot (or any such contiguous or adjacent body of water, shore or marshland); and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.15 applies to such change.

relating to the use, operation and maintenance of the Common Property;

392

(b) place reasonable restrictions upon the use of the roadways, causeways or pathways constituting any portion of the Common Property, including but not limited to the types, weights and sizes of vehicles permitted to use the same, the maximum and minimum speed limits, the maximum noise levels, and necessary traffic and parking regulations. The fact that such restrictions shall include a security gate or other physical constraint to allow only the Declarant, the Association, the Owners and their respective employees, guests, agents and invitees to have access to the Property or that such restrictions shall be different from or more restrictive than the laws of any state or local government shall not make such restrictions unreasonable;

(c) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by mortgage or other security interest any or all of the Association's property including Common Property and including revenues from assessments, user fees and other sources;

(d) grant and convey to any municipality, governmental body or other third party, licenses, easements, rights of way, or parcels or strips of land, in, on, over or under any Common Property, for the purpose of constructing, erecting, operating, using, or maintaining thereon, therein and thereunder (1) underground wires and conduits or other devices for the transmission of lighting, heating, power, telephone, television and other utility purposes, (2) public or private sewers, sewage systems, sewage treatment and disposal facilities, septic tanks, drain fields, storm water drains and pipes, water systems, sprinkling systems, water, sewer and gas lines or pipes and (3) any public or quasi-public utilities, improvements or service facilities;

(e) dedicate or transfer all or any part of the Common Property to any municipality or other governmental body, agency or authority, or to any charitable or nonprofit organization exempt from taxation under the laws of the United States of America, for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall cease to be subject to this Declaration or to all or any specified part of the Restrictions while held by any such Grantee, provided, however, that any such dedication or transfer shall require approval by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association;

no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Cane Island Retreat community. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a nonprofit corporation organized under the laws of the State of South Carolina and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner and, as provided herein, the Declarant shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration.

3.03 Voting Rights. The Association shall have two classes of membership as follows:

(a) Each Owner (with the exception of the Declarant during such time or times as the Declarant is the Class B Member), shall be a Class A Member and shall be entitled to one (1) Class A vote for each Lot he may own. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association;

(b) The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot owned by Declarant. Subject to the terms and conditions of subsection (c) of this Section 3.03, the Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(ii) on December 31, 2040.

(c) It is contemplated by the Declarant that the Cane Island Retreat project may be enlarged from time to time to contain additional real property. Such additional real property, if it is to be made subject to this Declaration, will be annexed to the Property in accordance with Article X of this Declaration. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon such annexation the total votes to which the Class B Member shall be entitled shall automatically increase in accordance with the formula set forth in Section 3.03(b). In addition, should there be

Association shall be governed by this Declaration, the laws of South Carolina, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

ARTICLE IV

ASSESSMENTS

4.01 Covenant for Assessments and Creation of Lien and Personal Obligation. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.08 hereof and costs of collection including reasonable attorneys' fees;

(d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all purchase money mortgages. For purposes of this paragraph, the term "purchase money mortgage" means a mortgage given to secure a loan the proceeds of which are used to purchase a Lot or Lots or are used to finance the construction, repair or alteration of a Structure or Structures;

per Lot. In the event that the Commencement Date falls on a day other than January 1, the annual assessment for such year shall be prorated so that each Owner pays an annual assessment proportional to the number of days remaining in the calendar year.

(c) The words "Assessment Year" as used herein mean the calendar year commencing on January 1 of the year immediately following the Commencement Date and each calendar year thereafter. Commencing with the first Assessment Year and continuing thereafter, the maximum annual assessment may be increased at any time and from time to time during each Assessment Year not more than five per cent (5%) above the maximum annual assessment for the previous Assessment Year without a vote of the Membership. During the first Assessment Year, the maximum annual assessment may be increased five per cent (5%) above \$400.00.

(d) Commencing with the first Assessment Year and continuing thereafter, the maximum annual assessment for each Assessment Year may at any time and from time to time be increased more than five per cent (5%) above the maximum annual assessment for the previous Assessment Year if such increase is approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration. During the first Assessment Year, the maximum annual assessment may be increased more than five per cent (5%) above \$400.00 if such increase is approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

(e) Notwithstanding paragraphs (c) and (d) of this Section 4.04, the Board, by majority vote of the Board, may at any time and from time to time increase the maximum annual assessment then established pursuant to the provisions of paragraphs (c) and (d) of this Section 4.04 to reflect a cost of living increase, as follows:

(i) The Board shall have the power from time to time and at any time to increase prospectively the maximum annual assessments then established pursuant to the provisions of paragraphs (c) and (d) of this Section 4.04 by a percentage not in excess of the percentage increase in the Consumer Price Index U. S. City Average - All Items, 1967 Equals 100, as published by the U. S. Department of Labor, Bureau of Labor Statistics (the "Index") which has occurred since the date of this Declaration. The maximum annual

4.06 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or on the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04(d) or Section 4.05 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or of proxies entitled to cast at least sixty percent (60%) of the total votes outstanding in each class of Members shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be at least thirty per cent (30%) of the total votes outstanding in each class of Members. No such second meeting shall be held more than sixty (60) days following the first meeting.

4.07 Uniform Rate of Assessment. Both annual and special assessments shall be fixed at uniform rates for all Lots.

4.08 Effect of Nonpayment of Assessments. Any Assessment which is not paid on or before the Due Date shall bear interest after the Due Date at the rate of eight per cent (8%) per annum or at such higher or lower rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of South Carolina. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay in

it has the right to appoint the members and by the Association after the Board acquires the right to appoint the members.

(b) Each initial member of the PAC shall be appointed for a term expiring on December 31, 1993. Thereafter each member of the PAC shall be appointed for a calendar year term and until his successor has been appointed and qualified. If any vacancy shall occur in the membership of the PAC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the PAC shall continue to act and such vacancy shall be filled at the earliest possible time by the party entitled to appoint the members of the PAC pursuant to subsection (a) above. Any PAC member may resign at any time by giving written notice of such resignation to the chairman of the PAC and such resignation shall take effect on receipt thereof by the chairman of the PAC. Any member of the PAC may be removed at any time with or without cause by the party entitled to appoint the members of the PAC pursuant to subsection (a) above.

5.02 Purpose, Powers and Duties of the PAC. The purpose of the PAC is to assure that any installation, construction or alteration of any Structure shall be submitted to the PAC for prior approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Cane Island Retreat project, and (ii) as to the location of Structures with respect to topography, existing trees, prevailing breezes, views, finished ground elevation, surrounding Lots, existing Structures, and adjacent shores, marshes, and bodies of water. To the extent necessary to carry out such purpose, the PAC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure.

5.03 Officers, Subcommittees and Compensation. The members of the PAC shall appoint a chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the PAC as they shall from time to time determine necessary. The members of the PAC shall have the right to be reimbursed for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the PAC.

which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the PAC may be authorized by the PAC to exercise the full authority of the PAC with respect to all matters over which the PAC has authority as may be specified by resolution of the PAC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall all be final and binding upon the PAC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the PAC on its own motion or appeal by the applicant to the PAC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the PAC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the PAC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the PAC with respect to such matter shall be final and binding.

5.05 Design Standards.

(a) The PAC may from time to time and in its sole discretion adopt, promulgate, amend, revoke and enforce rules, regulations and guidelines (the "Design Standards") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the PAC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the PAC or are required pursuant to this Declaration; and

(i) the proposed construction schedule and the name and qualifications of the proposed builder or contractor.

- 5.07 Approval of Builder and Contractor. Any builder or contractor prior to performing any work on any Lot must be approved by the PAC as to financial stability, building experience, and ability to build Structures of the class and type of those which are proposed to be built or installed on the Lot, as well as to a reasonable understanding of and willingness to comply with the Cane Island Retreat Design Standards. No person, firm or entity shall be approved as a builder or contractor unless such person, firm or entity obtains his income primarily from construction of the type which the proposed builder or contractor is to perform upon the Lot. No Owner shall be permitted to act as his own builder or contractor for the exterior of any Structure except where such Owner obtains his income primarily from the construction of the type of Structure to be constructed upon the Lot and otherwise meets the qualifications for approval by the PAC as hereinabove set forth.
- 5.08 Approval of Plans and Specifications. Upon approval by the PAC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the PAC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the PAC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.
- 5.09 Disapproval of Plans and Specifications. The PAC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:
- (a) the failure to include information in such plans and specifications as may have been reasonably requested;
 - (b) the failure of such plans and specifications to comply with this Declaration or the Design Standards;

not have taken reasonable steps toward completion of site development work and construction within thirty (30) days after the mailing of the aforesaid notice of failure to complete, then the Association shall have the Right of Abatement as provided in Section 8.02.

- 5.11 Performance Bonds. The PAC, in its sole discretion, may require that any Owner, contractor, and/or subcontractor for any planned improvements within the Development shall post payment and/or performance bonds with the PAC to assure that such Owner, contractor and/or subcontractor shall satisfactorily complete such improvements within the time periods provided in this Section and in Sections 6.12 and 6.13 hereof. In the event that such improvements are not completed within the provided periods, the PAC shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such improvements. Furthermore, the PAC shall be entitled to retain any sums so held in escrow as a penalty for such failure to complete, and such sums shall be remitted to and shall be the property of the Association. Any such sums so held in such escrow shall, at the discretion of the PAC, be invested so as to earn interest, and any interest earned thereon shall be paid to the Owner making such escrow deposit, if his escrow deposit is refunded, or if remitted to the Association, shall be the property of the Association. In addition to the provisions in this Section 5.11, the Association shall have the Right of Abatement as provided in Section 8.02.
- 5.12 Inspection Rights. Any employee or agent of the Declarant, the Association or the PAC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Declarant, the Association, nor the PAC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.
- 5.13 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot or on any body of water, shore or marshland contiguous or adjacent to such Lot, otherwise than in accordance with the plans and specifications approved by the PAC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the PAC such violation shall have occurred, the PAC shall notify the Association. If the Board shall agree with the determination

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

- 6.01 Permitted Use. Lots may be used for single family residential purposes only and for no other purpose, and no more than one family (including its servants and transient guests) shall occupy a Lot. Single family means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not so related who maintain a common household together. No home occupation or profession shall be conducted in any Structure or on any Lot.
- 6.02 Permitted Structures. No building or other Structure shall be erected, altered, placed or permitted to remain on a Lot except one dwelling designed for occupancy by a single family; one building accessory to the dwelling, designed for use in conjunction therewith as a private garage or servants' quarters or combination of both, and being compatible with the main dwelling in size, design, quality of construction and location; and appurtenances to the main dwelling and accessory building. A guest suite may be included as part of the main dwelling or accessory building provided that the guest suite shall not contain a kitchen and shall not result in overcrowding of the site. Neither the accessory building nor any appurtenance shall be constructed or occupied prior to the construction and occupancy of the main dwelling, and neither the accessory building, the guest suite nor any appurtenance shall be rented or leased separate and apart from the main dwelling.
- 6.03 Minimum and Maximum Floor Area.
- (a) No main dwelling shall be erected, altered, placed or permitted to remain on a Lot unless it shall have an enclosed, heated living area (exclusive of garages, carports, porches, terraces, attic, basement and bulk storage areas) of at least 2,000 square feet if the dwelling is a one story dwelling and at least 2,400 square feet if the dwelling is more than one story. For purposes of this Declaration, a "story" means that portion of a dwelling included between the surface of any habitable floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
- (b) No main dwelling (inclusive of porches) shall exceed 5,200 square feet of space, whether such space is heated or unheated.
- (c) No auxiliary or accessory building (inclusive of porches) shall exceed 2,000 square feet of space, whether such space is heated or unheated.

the date of completion of the main dwelling, a sewage disposal system owned, operated or maintained by the Declarant, the Association, a public or private sewage utility corporation, or any governmental entity or agency. No sewage, garbage or trash shall be emptied or discharged into any creek, marsh, river, sound, beach or shoreline thereof. No septic tank or other independent sewage disposal works or facilities permitted by this Section shall be placed, installed, used or permitted to remain on any Lot unless it is designed, located, constructed and maintained in accordance with the standards and requirements of the appropriate public health authority.

- 6.10 Water and Sewer Service Charges. Every Owner of a Lot shall be presumed conclusively by acceptance of a deed of conveyance to such Lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay charges for water and sewer service, and for availability thereof prior to actual use, to the operator of any utility system organized to serve the area. At such time as the Owner shall elect to have water service and sewer service connected, he shall pay a separate connection or tap-in charge for each such service as established by the serving utility. Thereafter he shall pay for water and sewer service at such rates established by the serving utility.
- 6.11 Parking. No construction or alteration of any Structure shall take place on any Lot without the provision of a sufficient number of parking spaces to meet the reasonably anticipated parking needs for automobiles owned by the residents of the Lot, their guests and employees in accordance with plans and specifications therefor approved by the PAC.
- 6.12 Landscaping. No construction or alteration of any Structure shall take place on any Lot without the prior written approval of the PAC of plans and specifications for the landscaping to accompany such construction or alteration. In addition, no other landscaping shall take place on any Lot without the prior written approval of the PAC of the plans and specifications therefor. All approved landscaping must be completed within one-hundred-and-eighty days (180) days after occupancy of a Dwelling or substantial completion thereof, unless otherwise specified by the PAC.
- 6.13 Trees and Existing Vegetation. Because of the importance of trees and other existing vegetation in regard to the privacy of Lot Owners, the perpetuation of bird and animal habitat, the control of erosion, and the welfare of the community as a whole, no tree, shrub, bush, vine, or vegetation of any description shall be cut, removed, mutilated or destroyed by any Owner (or Owner designee) on any Lot, prior to the issuance of final written approval of house plans and

lettered job identification sign having a maximum face area of four square feet; and

(iii) Solely with respect to those Lots owned by the Declarant, not more than one professionally-lettered "Sold" sign having a maximum face area of four square feet.

6.16 Mailboxes. No mailbox or other Structure used as a receptacle for the delivery or dispatch of mail, packages, newspapers, periodicals or similar matter shall be constructed, altered, maintained or allowed to remain on any Lot except a single mailbox or receptacle approved by the PAC of a size, type, color and design, and at a location, consistent with the standards of the neighborhood and with the Design Standards.

6.17 Setbacks. Since the establishment of standardized, inflexible building setback lines tends to force construction of dwellings and other Structures having detrimental effects on privacy, view, preservation of important trees and exposure to sun and breeze, no specific building setback lines are established by this Declaration. In order to assure, however, that dwellings and other Structures will be located so that the maximum practicable amount of privacy, view and breeze will be available to each Lot and so that environmental and other natural constraints will be observed in construction on each individual Lot, taking into consideration location of streets, bluffs, marshes, tidal waters, trees, sunlight, prevailing breezes, Structures on neighboring Lots and similar considerations, the PAC reserves unto itself the right absolutely and solely to control and decide the precise site and location of the main dwelling, the accessory building and other Structures; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.

6.18 Waterfront Lots. With respect to Lots adjacent to lakes, ponds, rivers, streams, creeks, marshes, shores or other water bodies or courses:

(i) no land vehicle shall be stored within sixty (60) feet of the waterfront or marshfront boundary thereof;

(ii) no boat canal shall be dug or excavated therein or in any of the adjacent shores, waters or marshes;

(iii) no bulkhead, seawall, barge, dock, post, mooring, piling, float or other marine Structure shall be erected thereon or in or on any adjacent shores, waters or marshes without the prior written approval of the PAC of plans and specifications for such Structure in accordance with Article V and without the prior written approval of Declarant under

the written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02.

6.22 Outside Storage. Except during approved construction, no outside storage of personal property shall be permitted unless screened from view by enclosures, fences, shrubbery or other devices. During approved construction, no construction material or device shall be stored on any Lot except for the purposes of such construction or for longer than the length of time reasonably necessary for such construction. All construction debris, excess materials, stumps and other matter discarded during construction shall be removed from the Lot as often as necessary to keep the Lot and all Structures neat, clean and attractive in appearance.

6.23 Recreational Vehicles. No recreational trailer, trailer house (either with or without wheels), boat, raft, canoe, boat trailer or other recreational vehicle, conveyance or similar device of any description shall be kept, maintained or allowed to remain on any Lot at any time when the Declarant or the Association shall be making available (either free of charge or for a reasonable fee) on Common Property or at another location reasonably convenient to the Lot or to Cane Island Retreat a place for the storage of such vehicles, conveyances or devices. At all times when the Declarant or the Association is not so making such location available, no such vehicle, conveyance or device shall be parked, kept, maintained or allowed to remain on any Lot except in an area fenced or screened from view from the street, the waterfront and neighboring property.

6.24 Temporary Buildings. No housetrailer, mobile home, manufactured home, modular home, tent or other Structure of a temporary or transient character shall be kept, placed, maintained or permitted to remain on any Lot except as a shelter used by a building contractor during the course of construction of the main dwelling or accessory building. The design and location upon a Lot of any such shelter shall be subject to the prior written consent of the PAC. No such shelter shall at any time be used as a residence or be permitted to remain on the Lot after completion of construction.

6.25 Unsightly Activities. No pursuit of hobbies or other activities (including without limitation the repair, maintenance, assembly and disassembly of motor vehicles, boats and other mechanical devices) which might tend to cause disorderly, unsightly or unkempt conditions shall be pursued or undertaken on any Lot except in an area fenced or screened from view from the street, the waterfront and neighboring property.

programs which may include the use of firearms or weapons. No outdoor flame or fire (except cooking grills screened or fenced from view from the street and neighboring property) shall be permitted on any Lot.

- 6.30 Mining. No Lot shall be used in any manner for drilling or mining or to explore for or to remove any oil or other hydrocarbons, minerals, gravel, earth or any earth substance.

ARTICLE VII

EASEMENTS

7.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, a perpetual easement in, on, over and under any Easement Area for the following purposes:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of gas, electricity, telephone, television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, septic tanks and drain fields, pipelines for supplying gas, water, heat and cooling, and for any public or quasi-public facility, service or function;

(iii) slope, bluff, shore and marsh erosion control purposes, including the right to grade and plant slopes, bluffs, shores and marshes, to construct walls, embankments, dikes, dams, berms and similar erosion control devices, and to prevent the doing of any activity which might interfere, or threaten to interfere, with slopes, bluffs, shores or marshes or which might create, or threaten to create, erosion or sliding problems or which might change, obstruct or retard drainage flow and shorelines, or threaten to do so;

(iv) fire and pest control and eradication purposes, including the right to cut firebreaks and dispense pesticides and to take other action deemed

* 000

and repair all landscaping in each Easement Area located on his Lot.

7.02 Easement Area. The words "Easement Area" as used herein shall mean:

(a) those areas on any Lot or on Common Property with respect to which easements are shown by Declarant or the original owner thereof as grantor on a recorded deed, or by Declarant or the original owner thereof on any filed or recorded map or plat relating to such deed, or by Declarant or the original owner thereof on any recorded map or plat depicting the real property initially subjected to this Declaration or depicting any additional real property annexed thereto in accordance with the terms and conditions of this Declaration; and

(b) to the extent not inconsistent with any easements shown on any deed, map or plat described in subsection (a) of this Section 7.02, a continuous strip of land ten (10) feet in width (i) abutting the line forming the perimeter boundary of each Lot and each parcel of Common Property and (ii) lying within such perimeter boundary; provided, however, that such continuous strip of land shall be twenty (20) feet in width instead of ten (10) feet in width when abutting the line forming any perimeter boundary of the Lot or parcel of Common Property touching or facing tidal waters, shores or marshes; provided also that such continuous strip of land shall be thirty (30') feet in width instead of ten (10') feet in width when abutting the line forming any perimeter boundary of the Lot or parcel of common property touching or facing the main access road right-of-way (Bay Drive); and provided, further, that there shall be specifically excluded from each Easement Area any portion of such strip on which there is standing a Structure approved by Declarant and the PAC (other than a Structure constructed pursuant to Section 7.01); and, provided, further, that nothing contained herein shall prevent Declarant and the PAC from approving, subject to the provisions contained in this Declaration, the erection of any Structure on any portion of any such strip of land.

7.03 Entry on Lots. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area (and all reasonably accessible parts of each Lot and of each parcel of Common Property) for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot and parcel of Common Property in good condition and

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in this Declaration, in the event of a violation or breach of any Restriction contained in this Declaration, the Board shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement, which right shall be in addition to all other rights available to the Declarant, the Association and each Owner.

(b) The Right of Abatement, as used in this Declaration, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the costs thereof including all costs of collection and reasonable attorneys' fees, together with interest thereon at eight percent (8%) per annum, to be a binding personal obligation of such Owner enforceable in accordance with law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all purchase money mortgages and purchase money deeds to secure debt. For purposes of this paragraph, the term "purchase money mortgage or purchase money deed to secure debt" means a mortgage or deed to secure debt given to secure a loan, the proceeds of which are used to purchase a Lot or Lots or are used to finance the construction, repair or alteration of a Structure or Structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to

execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association, provided further, however, that so long as there is a Class B Member, such termination shall also require the approval of the Class B Member, and provided further that, whether or not there is a Class B Member, any termination during the initial period of twenty (20) years after the date this Declaration is filed for record shall also require the prior written consent of the Declarant. No termination, either before or after such twenty (20) years, shall affect the rights and easements reserved to Declarant, its successors and assigns under Article VII, which shall survive in perpetuity.

- 9.02 Amendment. This Declaration and the Restrictions contained herein may not be amended in any respect except by an amendment executed by the proper Association officers and recorded in the office of the Clerk of the Court of Common Pleas and General Sessions, Beaufort County, South Carolina, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such amendment which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association, provided, however, that so long as there is a Class B Member, this Declaration and the Restrictions may not be amended without the approval of the Class B Member and further provided that, whether or not there is a Class B Member, any amendment during the initial period of twenty (20) years after the date this Declaration is filed for record shall also require the prior written consent of the Declarant.

ARTICLE X

ANNEXATION

Additional real property described on Exhibit A attached hereto and hereby made a part hereof may be annexed to the Property without the consent of the Class A Members at any time and from time to time on or before December 31, 2040. Annexation shall be accomplished either (i) by a deed or conveyance which expressly sets forth the grantor's intention to make such additional real property subject to the provisions of this Declaration or (ii) by the owner of such additional real property

Notwithstanding the Declarant's obligation to conform with these minimum standards in the development of said Tracts II and III, the Declarant shall under no circumstance be obligated to annex said Tracts II and III, or any other additional Tracts of real property described in Exhibit A, as part of the real property generally covered by these Covenants and Restrictions.

ARTICLE XI

MISCELLANEOUS

- 11.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.
- 11.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
- 11.03 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.
- 11.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.
- 11.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the PAC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient if deposited in the United States Mail, with sufficient postage, by registered or certified mail, return receipt requested, and sent to the following addresses:
- (a) Declarant: Cane Island Retreat
P. O. Box 1256
Beaufort, South Carolina 29901
- (b) Owners: Each Owner's address as registered with the Association in accordance with the By-Laws.

successors and assigns (hereinafter called the "Offeree") at the same price and on the same terms at which the highest bona fide offer has been received by the Offeror.

(b) The Offeree shall have thirty (30) days in which to accept the offer from the date of its receipt of written notice of the name of the proposed grantee, the price, the terms of such offer, and a copy of the contract of conveyance, if any.

(c) If the Offeree fails to accept the offer in writing within the thirty (30) day period, the Offeror may, during the next ninety (90) days, convey the Lot to the proposed grantee, subject to all covenants and restrictions of record (including this Section 11.08 as to future conveyances), at a price not lower and on terms no less favorable than those offered to the Offeree. The Lot shall again become subject to written notice to the Offeree of any proposed sale and the opportunity to repurchase as aforesaid if a deed is not recorded to the proposed grantee in accordance with these provisions within the ninety (90) day period.

(d) If the Offeree exercises its right to repurchase by giving written notice thereof to the Offeror within the thirty (30) day period, the transaction will be consummated upon the same terms and at the same price as the offer to the Offeror by the proposed grantee, or, at the option of the offeree, the transaction shall be consummated at the same price as the offer to the Offeree but payable in cash within thirty (30) days of the written acceptance of the offer by the Offeree.

(e) This Right of First Refusal shall not apply to a conveyance of the Lot by Will, intestate succession, or to a spouse of an Owner.

(f) This Right of First Refusal may be waived by a written waiver executed by the Declarant and recorded of public record.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cindy G. Graves
Esther P. Devlin

Frederick G. Trask
FREDERICK G. TRASK
Mary Louise Trask
MARY LOUISE TRASK

EXHIBIT A
TO
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
CANE ISLAND RETREAT

All those certain tracts of land situate, lying and being in Lady's Island Township, Beaufort County, South Carolina, as shown on a plat prepared for Frederick G. Trask and Mary Louise Trask by Johnson-Trogdon Surveyors, Jack S. Jones, Jr., RLS, dated January 14, 1992, entitled "'Cane Island Retreat', Lower Cane Island, a portion of Cane Island," and more specifically designated as follows:

- (a) Tract II, consisting of 4.93 acres, more or less;
- (b) Tract III, consisting of 35.77 acres, more or less;
- (c) Tract IV, consisting of 80.39 acres, more or less;
- (d) Tract V, consisting of 35.39 acres, more or less.

HARVEY

FILED AT	BEAUFORT COUNTY S.C.	REC. NO.
3:51		602
O'CLOCK	- 1992	PAGE
<i>p.m.</i>		984
<i>Theresa Gould</i> REGISTER OF MESNE CONVEYANCES <i>PA</i>		

P 20

RB 688 / 457

7554

SUPPLEMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
CANE ISLAND RETREAT

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF CANE ISLAND RETREAT (hereinafter referred to as the "Supplement to the Declaration") is executed this 1st day of March, 1994, by Frederick G. Trask and Mary Louise G. Trask (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain real property (hereinafter referred to as "Tract II") more particularly described as follows:

ALL that certain tract of real property situated on Lower Cane Island, a portion of Cane Island, Lady's Island Township, Beaufort County, South Carolina, and described by metes and bounds and shown as Tract II on a plat entitled "Cane Island Retreat, Lower Cane Island, a portion of Cane Island", prepared by Johnson-Trogdon Surveyors, dated January 14, 1992, and recorded at the office of the RMC for Beaufort County, South Carolina in Plat Book 43 at Page 192.

WHEREAS, the Declarant intends to develop Tract II as a part of the residential community known as Cane Island Retreat; and,

WHEREAS, the Declarant has heretofore executed a document entitled "Declaration of Covenants, Restrictions and Easements of Cane Island Retreat" (hereinafter referred to as the "Declaration") and recorded at the office of the RMC for Beaufort County, South Carolina, on July 7, 1992, in Deed Book 602 at Page 984; and,

WHEREAS, ARTICLE X of the Declaration provides, inter alia, that additional real property, including Tract II, may be annexed to the property subject to the Declaration; and,

458

WHEREAS, and the Declarant is desirous of executing this Supplement to the Declaration to annex Tract II as a part of the real property affected by the Declaration, subject, however, to the amendments hereinafter set forth:

NOW, THEREFORE, the Declarant hereby declares that the real property referred to herein as Tract II shall be held, sold and conveyed subject to the terms and provisions of the Declaration, as hereby amended, to wit:

1. Paragraph 6.03(a), ARTICLE VI, of the Declaration provides, inter alia, that no main dwelling shall be constructed on a lot unless it shall have an enclosed heating living area "of at least 2,000 square feet if the dwelling is a one-story dwelling, and at least 2,400 square feet if the dwelling is more than one story". This particular portion of the Declaration, as it relates to lots lying within Tract II, is amended to read as follows: "at least 1,600 square feet if the dwelling is a one-story dwelling, and at least 2,000 square feet if the dwelling is more than one story".

2. Paragraph 6.03(b), ARTICLE VI, of the Declaration provides as follows: "No main dwelling (inclusive of porches) shall exceed 5,200 square feet of space, whether such space is heated or unheated." This particular portion of the Declaration, as it relates to lots lying within Tract II, is hereby amended to read as follows: "No main dwelling (inclusive of porches) shall exceed 3,400 square feet, whether such space is heated or unheated."

3. The provisions of paragraph 6.03(c), ARTICLE VI of the Declaration, as it relates to lots lying within Tract II, is deleted in its entirety.

4. Except to the extent amended herein, all other terms of the Declaration shall be applicable to lots lying within Tract II.

IN WITNESS WHEREOF, the Declarant has caused this Supplement to Declaration to be duly executed and sealed the day and year first above written.

[Signature]
Cindy G. Graves

[Signature]
FREDERICK G. TRASK

[Signature]
Cindy G. Graves

[Signature]
MARY LOUISE G. TRASK

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

PERSONALLY appeared before me SECRET LITTON who on oath says that s/he saw the within named FREDERICK G. TRASK and MARY LOUISE G. TRASK, sign, seal and as their act and deed, deliver the within SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF CANE ISLAND RETREAT and that s/he with Cindy F. GRAVES witnessed the execution thereof.

SECRET LITTON

SWORN to before me this 15 day of March, 1994

Cindy F. Graves
Notary Public for South Carolina
My Commission Expires: 11/10/96

BY-LAWS

CANE ISLAND RETREAT COMMUNITY ASSOCIATION, INC.

ADOPTED 199

ARTICLE I

MEMBERS

1.1. Who Are Members. Those persons shall be Members of the corporation (the "Association") who are determined to be such in accordance with the provisions of Section 3.02 of the Declaration. Wherever referred to in these By-Laws, the Declaration means the Declaration of Covenants, Restrictions and Easements dated as of June 30, 1992, executed by Frederick G. Trask and Mary Louise Trask, with respect to a community known as Cane Island Retreat and being filed for record at the office of the RMC for Beaufort County, South Carolina, as such Declaration may be amended from time to time.

1.2. Annual Meeting of Members. The regular annual meeting of the Members shall be held at such place within the State of South Carolina as shall be designated in the call of the meeting, on the third Tuesday in the fourth month following the close of each fiscal year of the Association, if not a legal holiday, and if a legal holiday, then on the next business day succeeding. The Members shall at such annual meeting elect a Board of Directors for the ensuing year, in the manner provided in Article 2.1 hereof, and shall have

the votes of each class of membership in the Association. If a quorum is not present at any duly called meeting, the Members entitled to vote thereat may, by majority vote, adjourn the meeting from time to time until a quorum as aforesaid shall be present or represented. At any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called. Unless otherwise provided in the Articles of Incorporation of the Association, or in the Declaration, or in these By-Laws, a majority of the votes entitled to be cast by all Members (without regard to class) present at a meeting shall be necessary and sufficient to decide and act upon any questions which shall come before the meeting.

- 1.6. Voting. Voting rights of Members shall be as set forth in the Declaration. Votes may be cast in person or by written proxy. Where any Member is a group or entity other than one individual person, the vote on behalf of such Member shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Member and delivered to the Secretary of the Association.

requested in writing by any member of the Board of Directors.

2.4 Notices of Meetings and Informal Action. Notices of special meetings of the Board of Directors shall be given by the President or the Secretary to each member of the Board not less than 24 hours before the time at which such meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board of Directors to state the purposes or objects of the meetings. The Directors may waive notice of any meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

2.5. Quorum. A quorum at any meeting of the Board of Directors shall consist of a majority of the members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these By-Laws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide any questions which may come before any meeting.

2.6. Management Powers of Board of Directors. The management of the Association shall be vested in the Board of Directors, which shall have and shall exercise, except as otherwise provided in the Declaration, all of the powers and duties

- 3.2. The President. The President shall be the chief executive officer of the Association and, subject to the direction and control of the Board of Directors, shall have general and active supervision and charge of all activities of the Association.
- 3.3. The Secretary. The Secretary shall keep minutes of all meetings of the Members and Directors, shall have charge of the register of Members, and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or by the Board of Directors.
- 3.4. The Treasurer. The Treasurer shall be charged with the management of the finances of the Association; shall have the custody and care of all funds of the Association; and shall keep, or cause to be kept, full and accurate books of account and records of all fiscal and financial transactions of the Association.
- 3.5. Compensation of Officers. The Board of Directors shall have the authority to fix the compensation of Officers for their services.

shall be appointed by the Board of Directors. Any member of any committee including without limitation the Plans Approval Committee (except as otherwise provided in Section 5.01 of the Declaration) may be removed from office at any time by the Board of Directors, with or without cause.

5.3. Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be open for inspection by any Members of the Association.

5.4. Interpretation. In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

5.5. Execution of Instruments. Contracts, deeds, documents and instruments shall, unless otherwise directed by the Board of Directors, be signed in the name and on behalf of the Association by the President, or, in his absence or disability, by a vice president; and the seal of the Association shall be affixed thereto and attested by the Secretary or an assistant secretary.

5.6. Amendment.

(a) The Articles of Incorporation of the Association and Sections 5.6(a), 5.7 and 5.8 of these By-Laws shall not be amended unless the amendment is approved by a vote of two-thirds (2/3) of those members of each class of membership of the Association who are present in person

be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be conveyed to any nonprofit organization on the express condition that such assets shall be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

EXHIBIT B-17

CANE ISLAND RETREAT PUD (BEAUFORT COUNTY)

The following Cane Island Retreat PUD document was approved by Beaufort County Council on June 12, 1995.

APPLICATION
TO
BEAUFORT COUNTY COUNCIL
TO
REZONE
LOWER CANE ISLAND,
A PORTION OF CANE ISLAND,
BEAUFORT COUNTY,
SOUTH CAROLINA.

December 7, 1994

**PLANNED UNIT DEVELOPMENT
BY REZONING ACTION**

This masterplan represents the preliminary plan for development approved by action of the Beaufort County Council on 6/12/95, as the result of a request for rezoning to PUD status. Any further development action must be consistent with this approved plan.

Charles Steteb

CANE ISLAND
RETREAT

(Lower Cane Island)

P.U.D.

Application Documents
December 7, 1994

Approved June 12, 1995

APPLICATION
TO
BEAUFORT COUNTY COUNCIL
TO
REZONE
LOWER CANE ISLAND,
A PORTION OF CANE ISLAND,
BEAUFORT COUNTY,
SOUTH CAROLINA.

December 7, 1994

COUNTY OF BEAUFORT, SOUTH CAROLINA
ZONING & DEVELOPMENT STANDARDS ORDINANCE
- PLANNED UNIT DEVELOPMENT -

DATE APPLICATION ACCEPTED:	RECEIVED BY:	FILING FEE:	RECEIPT #:	PROJECT TYPE: PLANNED UNIT DEVELOPMENT	
PROJECT NAME: CANE ISLAND RETREAT PLANNED UNIT DEVELOPMENT			PROPERTY OWNER NAME, ADDRESS FRED G. TRASK P.O. BOX 1256, BEAUFORT, S.C. TELEPHONE: 324-4120		
APPLICANT (DEVELOPER) NAME, ADDRESS FRED G. TRASK P.O. BOX 1256 BEAUFORT, S.C.			PROPOSED DENSITY:		
			SINGLE FAMILY 230	MULTI FAMILY 195	
			OVERALL 2.6		
PROJECT LOCATION LOWER CANE ISLAND	DISTRICT# 200	MAP#: 20-21	LAND AREA (TOTAL) 164.18 AC	LAND AREA (COMM) N.A.	S/F LOTS 230
	PARCEL# 1, 1-4		LAND AREA (RES) 123.22	LAND AREA (OTHER) N.A.	M/F LOTS 195

-- PRELIMINARY APPLICATION INFORMATION REQUIRED --

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S) <input checked="" type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION <input checked="" type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS <input checked="" type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS (NAME NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> EXISTING DRAINAGE FACILITIES, CANALS, DITCHES & WATER COURSES ON AND ADJACENT TO PROPERTY <input checked="" type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES & WETLANDS ON & ADJACENT TO PROPERTY <input checked="" type="checkbox"/> ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UNDEVELOPED, OR COMMERCIAL, ETC.) <input checked="" type="checkbox"/> EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON & ADJACENT TO PROPERTY <input checked="" type="checkbox"/> EXISTING BUILDINGS, STRUCTURES AND FACILITIES ON DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> SEAL OF REGISTERED ENGINEER L.A. <input type="checkbox"/> MUNICIPAL OR COUNTY BOUNDARY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> NARRATIVE DESCRIBING THE INTENT AND SCOPE OF THE PROJECT <input checked="" type="checkbox"/> PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS <input checked="" type="checkbox"/> PROPOSED STREET RIGHT-OF-WAY WIDTH TOTAL MILES PROPOSED <input checked="" type="checkbox"/> PROPOSED STREET NAMES 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER OPEN SPACE, AMENITIES <input checked="" type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS <input checked="" type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE & LANDSCAPED AREAS <input checked="" type="checkbox"/> SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT) <input type="checkbox"/> TOPOGRAPHIC SURVEY WAIVED <input checked="" type="checkbox"/> PRELIMINARY STORMWATER DRAINAGE PLAN <input checked="" type="checkbox"/> PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN <input checked="" type="checkbox"/> PROPOSED PHASING <input type="checkbox"/> BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOP. DISTRICT) <input checked="" type="checkbox"/> PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA, TYPE OF USE & DENSITY (RESIDENTIAL) EACH AREA <input checked="" type="checkbox"/> PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY <input checked="" type="checkbox"/> HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS <input checked="" type="checkbox"/> OTHER AGENCY PRELIMINARY COMMENTS OR APPROVALS ON ELEMENTS OF THE PROPOSED DEVELOPMENT OVER WHICH SUCH AGENCIES HAVE PERMITTING AUTHORITY (US ARMY CORPS OF ENGINEERS, SC COASTAL COUNCIL FIRE DISTRICT AND BOARD OF ADJUSTMENTS)
<p>APPLICANT'S SIGNATURE: <u><i>Fred G. Trask</i></u> DATE: <u><i>DEC 7, 1994</i></u></p> <p>LANDOWNER'S SIGNATURE: <u><i>Fred G. Trask</i></u> DATE: <u><i>DEC 7, 1994</i></u></p>	
<p>COUNTY COUNCIL ACTION: APPROVED DATE _____ DISAPPROVED DATE _____ COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN _____ SCDH&PT ENCROACHMENT PERMIT _____ FIRE OFFICIAL APPROVAL _____ DATE OF PUBLIC NOTICE: _____ DATE OF SCHEDULED REVIEW _____ DATE OF PRELIM. APPROVAL _____</p>	

8. Explanation: _____

The developer of Cane Island Retreat is requesting a zoning map modification in order to allow an appropriate mix of residential, commercial, recreational, and institutional uses on the island and to provide for flexible, efficient, and sensitive use of the overall property related to such issues as drainage, setbacks, buffers, lot size, and open space.

9. Is this property subject to an Overlay District? Check those which may apply:
BDOD () FHOD () AOD () HPOD () HCOD ()

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the applicant.

Fred G. Trask

Signature of Applicant

Dec. 7, 1994

Date

Printed Name Fred G. Trask

Address P.O. Box 1256 Beaufort, S.C. 29901

Telephone Number (803) 524-4120

- BDOD - Beach Development Overlay District
- FHOD - Flood Hazard Overlay District
- AOD - Airport Overlay District
- HPOD - Historic Preservation Overlay District
- HCOD - Highway Corridor Overlay District

For amendment requests which affect district zoning, a posting notice must be placed on the affected property at least fifteen (15) days prior to scheduled review by the Planning Board. The notice will be provided by the zoning/development office but you are responsible for its placement on the property.

Date Notice Provided _____ Date Received _____
 Date Forwarded _____ Date of Planning Board Review _____
 Date of County Council Action _____
 Approved _____ Disapproved _____ Modified _____

Please submit original form and two (2) copies

TABLE OF CONTENTS

1. PROJECT INTRODUCTION
2. DEVELOPMENT PHILOSOPHY
3. DEVELOPMENT TEAM
4. EXISTING CONDITIONS
5. DEVELOPMENT PLAN
6. DESIGNATED LAND USE AREAS
7. PERMITTED LAND USES
8. DEVELOPMENT STANDARDS
9. DEPARTURES FROM BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE
10. ACCESS, STREETS, AND DRAINAGE
11. FLOOD ZONES
12. WATER AND WASTEWATER SERVICE
13. UTILITY SERVICE

TABLE OF CONTENTS (CONTINUED)

Exhibits:

- A. Aerial Photograph of Lower Cane Island
- B. Boundary Survey and Wetlands Location Plat
- C. Pine tree crop areas
- D. Cane Island Retreat Planned Unit Development Master Plan
- E. Area of existing development (natural landscape buffer area)
- F. Army Corps of Engineers Wetlands verification letter
- G. South Carolina Coastal Council, Dock Corridor Master Plan letter
- H. South Carolina Department of Highways and Public Transportation letter
- I. Conceptual Drainage Plan
- J. Beaufort County Engineer letter regarding Conceptual Drainage Plan
- K. South Carolina Coastal Council letter regarding Conceptual Drainage Plan
- L. Beaufort Jasper Water and Sewer Authority, regarding potable water
- M. Beaufort Jasper Water and Sewer Authority, regarding sewer service
- N. Beaufort Engineering Services Preliminary Water and Sewer Master Plan, Cane Island Retreat
- O. Fire Protection letter, Lady's Island – St. Helena Fire District
- P. South Carolina Department of Health and Environmental Control, preliminary approval of water and sewer service
- Q. South Carolina Electric and Gas Company, confirmation of service
- R. United Telephone Company, confirmation of service
- S. Eco Services, Total Waste Management Company, confirmation of service

APPENDIX A: Cane Island Retreat Covenants, Restrictions, and Easements, dated June 30, 1992

FUNDAMENTAL DOCUMENT CLARIFICATION:

NOTE WELL: Notwithstanding any reference to the contrary contained herein, this Cane Island Retreat Planned Unit Development rezoning application is based on the following:

1. the Beaufort County Design Standards Ordinance effective the day this PUD application was submitted (December 7, 1994);

2. those amendments to the DSO adopted by Beaufort County Council subsequent to the submittal date but prior to final approval by County Council of this rezoning application;

3. those particular land uses, densities, site parameters, setbacks, buffers, road standards, development and natural resources standards, and other standards specific to the proposed Cane Island Retreat PUD, as referenced herein;

4. that PUD policy statement adopted by County Council on June 12, 1995, which policy statement outlines and defines those specific provisions and/or technical standards in the PUD application which are "locked-in" for the life of the PUD, and those issues and items which are subject to subsequent versions of the DSO.

1. PROJECT INTRODUCTION

Lower Cane Island is one of a small cluster of alluvial "sea" islands known collectively as Cane Island, Lady's Island District, Beaufort County, South Carolina. Comprising approximately 165 acres, Lower Cane Island is located four miles southeast of the city of Beaufort, near the confluence of the Beaufort River and Port Royal Sound.

The history of Lower Cane Island has been one of human involvement for many centuries. The island served as a hunting ground for native Indians until the colonial era, when its forests were cleared for the production of sugar cane, indigo, and long staple cotton. For most of the present century the island was employed in the raising of truck crops such as tomatoes, cucumbers, and lettuce. In the past decade its arable fields were planted in loblolly pine as part of an ongoing forestry program.

Today Lower Cane Island is gradually being transformed into "Cane Island Retreat," a private, mixed-use, residential development of planned Lowcountry neighborhoods, each possessing its own distinctive identity, all unified by a shared appreciation of the natural environment and by a renewed sense of the benefits of traditional community.

2. DEVELOPMENT PHILOSOPHY

As a member of a farming family which has owned and operated Lower Cane Island since 1945, the developer maintains a unique perspective in relation to stewardship of the island's aesthetic and natural resources.

The developer is well-versed in the challenges inherent in developing a fragile area and is guided by a sincere desire to preserve the native character of the island. The developer ascribes to the basic precept that man-made improvements should complement, rather than overwhelm, the natural environment.

Accordingly, the developer intends to formulate covenants and restrictions for the various phases of development to insure that the beauty of the island, the privacy of residents, and the integrity of animal habitat will be preserved through a program of enhancing and conserving woodlands and existing vegetation.

The developer is aware that the achievement of worthwhile architectural and environmental goals is not solely dependent upon the dedication and supervision of the development team, but also upon the attention property owners will devote to the design, siting, and maintenance of their homes and grounds, to their sensitivity to the flora and fauna, and to their general acceptance and support of the Cane Island Retreat development philosophy.

3. DEVELOPMENT TEAM

Land Planning Consultant: Mr. Don M. Guscio

Engineering Consultant: Beaufort Engineering Services

Environmental Consultants: Mr. I. B. Johnson
Mr. Lafayette Lyle

Soil Consultants: Mr. Lafayette Lyle
Mr. Warren Stuck

Archeological Consultant: Brockington and Associates, Inc.

Forestry Consultant: Folk Land Management -- Mr. Robert Folk
Clemson Extension Services -- Mr. Jack Keener

Landscaping Consultants: Mr. Jay Weidner
Ms. Frances Parker

Wildlife Information: South Carolina Wildlife Department

Legal Consultants: Levin Law Firm
Harvey, Battey Law Firm

4. EXISTING CONDITIONS

A. *Physical description:*

Lower Cane Island is an approximately 165 acre island located four miles southeast of Beaufort, South Carolina. The island is one of an "archipelago" of islands including Gibbs Island (zoned PUD), Upper Cane Island (zoned DD), and Cat Island (zoned PUD). The several islands are linked by South Carolina Highway 129, also known as Islands Causeway.

Lower Cane Island is bounded by approximately 2 1/2 miles of salt marsh (of the Beaufort River and Chowan Creek) and 1/2 of deep water (on the Intracoastal Waterway). (EXHIBIT A)

In the center of the island is an approximately 35 acre saltwater impoundment, under the jurisdiction of the South Carolina Coastal Council.

B. *Plat:*

The subject property is shown on a plat (EXHIBIT B), which contains the following information:

- a) location map
- b) boundary and dimensions
- c) existing streets and highways
- d) freshwater wetlands (U. S. Army Corps of Engineers delineation)
- e) saltwater critical line (South Carolina Coastal Council)
- f) existing lot owners and structures
- g) adjacent marshes and rivers

C. *Tree Cover:*

The island is almost entirely wooded. The perimeter is covered with a mature hardwood forest typical of the South Carolina lowcountry and sea islands, with native overstory specimens (such as live oak, water oak, and hickory) and understory specimens (such as yaupon holly, wax myrtle, and cherry laurel) being very well represented.

The majority of the interior property has been employed in silviculture for the past nine years. Tree coverage in the silviculture areas is loblolly pine approaching 25 feet tall. The pines were planted systematically, approximately five feet apart, in 1986. (EXHIBIT C)

D. Soils:

Soils on the island vary from Wando to Williman, i.e., from very well drained to poorly drained.

E. Topography:

The land is flat. Elevations vary from fifteen feet above sea level to sea level.

F. Existing development and infrastructure:

The northwest portion of the island, comprising approximately 18 acres, was developed in 1989 to serve the developer's permanent homestead, located in Tract 8, and several single family residential lots, located within Tracts 1 and 2. (Note: Tracts are shown on the Cane Island Retreat Planned Unit Development Master Plan, EXHIBIT D.)

A one mile long paved road, Bay Drive, connects Tracts 1, 2, and 3 and the developer's homestead to State Road 129.

Bay Drive is located within a fifty (50) foot wide right-of-way, within which an eight inch water line and telephone and electrical utilities are buried underground.

Bordering Bay Drive on both sides is a thirty (30) foot wide "natural landscape buffer easement" intended to serve as a vegetative buffer between structures and the road. (EXHIBIT E)

Four single family residential lots have been sold in Tract 1B, which fronts the Beaufort River and adjacent marsh. One single family lot has been sold in Tract 2, which fronts the saltwater impoundment. Two permanent dwellings have been built in Tract 1B and are occupied. Another dwelling is currently under construction in Tract 2.

Tracts 1 and 2 only are governed by that Declaration of Covenants, Restrictions and Easements of Cane Island Retreat (hereinafter referred to as the Phase 1 Covenants and Restrictions), dated June 30, 1992, in the Office of the RMC of Beaufort County, South Carolina, in Plat Book 602, Page 984. (APPENDIX A)

The remaining tracts (Tracts 3-10) may be annexed by the developer in accordance with the provisions of Article X of the Phase 1 Covenants and Restrictions, or the developer may elect to treat Tracts 3-10 as separate subdivisions with their own unique covenants and restrictions as appropriate to the particular character of the individual tracts.

G. *Freshwater wetlands:*

Freshwater wetlands on the subject property were delineated by Wetland and Environmental Consulting, Inc. (Mr. I.B. Johnson) in March, 1990. There are four freshwater wetlands on the property. These have been represented on a plat (EXHIBIT B) prepared by George A. Z. Johnson, Inc., dated February 23, 1990, and entitled "Boundary Survey and Wetlands location on Lower Cane Island." The U.S. Army Corps of Engineers verified the wetland determination for this property in April 1990 and again in May, 1992 (EXHIBIT F).

H. *Saltwater wetlands and Dock Corridor Master Plan:*

Saltwater wetlands bordering the perimeter of Lower Cane Island and the saltwater impoundment have been delineated, surveyed, and approved by the South Carolina Coastal Council (now called SCDHEC/OCRM). These "critical line" delineations have been represented on a plat (EXHIBIT B) prepared by George A. Z. Johnson, Inc., dated February 23, 1990, and entitled "Boundary Survey and Wetlands location on Lower Cane Island."

The Cane Island Retreat Dock Corridor Master Plan was approved March 23, 1990, by South Carolina Coastal Council (OCRM). (EXHIBIT G)

I. *Archeological Survey:*

A comprehensive archeological survey of Lower Cane Island was conducted in April, 1992, by Brockington and Associates, Inc., an archeological consulting firm. One archeological site on the island was identified as offering potential for research of in-ground artifacts regarding antebellum life on the coastal islands. The site is confined to a small area located on the northwest portion of the island.

The developer entered into a Memorandum of Agreement in December, 1992, with the State Historic Preservation Officer (SHPO) regarding development of the site. By the terms of the agreement, the developer must implement a data recovery plan approved by the State Historic Preservation Officer (SHPO), prior to any development of the site.

J. *Animal population:*

While a great variety of mammals, reptiles, fish, and birds can be found on Lower Cane Island, no endangered species have been recorded. The Cane Island Retreat development plan recognizes the importance of wildlife and will provide for the preservation of animal habitat through a program of conserving woodlands and enhancing existing vegetation within the development.

5. DEVELOPMENT PLAN

The Cane Island Retreat Planned Unit Development Master Plan (the PUD Master Plan) is shown on EXHIBIT D.

The main purpose of the development plan is to allow for the development of a high quality, mixed-use residential community with fully integrated recreational and amenity uses and fully integrated internal pedestrian circulation, open spaces, utility, and drainage systems.

The approval of this rezoning request, from DD to PUD, will make the coordination of central planning strategies possible and preserve the flexibility necessary for the developer to achieve the above-mentioned objectives and more effectively pursue the following goals:

- distinctiveness and excellence in planning and landscaping
- design and siting of aesthetically pleasing streets and roads
- creation of traditional neighborhood style development
- preservation of unique and important natural features and resources
- creative development of recreational areas
- clustering of buildings
- development of attractive buffers along roadways
- use of greenways linking various uses
- use of footpaths and pedestrian circulation networks
- employment of traffic mitigation measures
- use of rear alleys for service purposes
- placing of structures on the most suitable sites in respect to soils, topography, vegetation, slopes, views, and exposures.

Phasing:

The developer proposes to develop the project in phases over a period of approximately fifteen to twenty years, as growth patterns and economic activity will allow. ("Phase" is an indefinite term used for convenience and does not necessarily indicate the order in which a given area is to be developed.) Currently Phase I is underway, consisting of Tracts 1 and 2.

Future phases may consist of any tract, any part of a tract, or any combination of tracts. [The term "tract" is defined as any parcel(s) of land designated by a number on the PUD Master Plan, e.g., Tract 3A and Tract 6 are tracts.]

Any phase may represent a separate neighborhood (or part thereof) possessing its own sense of identity as dictated by architectural themes, community needs, and the natural features of the island.

Categories of neighborhoods currently envisioned for Cane Island Retreat include, but are not limited to, the following types:

- a) a "conventional" neighborhood of large, estate-sized lots with ample buffers and building setbacks;
- b) a "traditional" neighborhood with small, patio-sized lots bordering streets laid out in a grid pattern ;
- c) a contemporary "tree house" neighborhood;
- d) a neighborhood of clustered condominium units;
- e) a mid-rise multi-family structure(s) surrounded by open space;
- f) a commercial village neighborhood;
- g) any type of neighborhood compatible with the intent of this document.

Developmental flexibility is encouraged by the Development Standards Ordinance, Section 4.13, and is appropriate on Lower Cane Island due to the individual character, identity, and constraints of each tract. Architectural styles and standards, covenants and restrictions, and conservation and preservation techniques ((including tree coverage and vegetative screening and buffering requirements) may differ from tract to tract, neighborhood to neighborhood, and phase to phase. In any event, the community will be cohesive and integrated, with residents sharing access to amenities and open space through an internal system of interconnecting pedestrian circulation systems and open spaces.

Density:

A. The developer seeks approval to develop a maximum of 425 residential units on Lower Cane Island, plus a maximum of 80,000 square feet of recreational/institutional space and 80,000 square feet of commercial building space.

The overall density proposed is approximately 2.6 Dwelling Units per gross acre .

The net density proposed is approximately 3.4 units per net acre.

The density requested is substantially less than the current zoning (DD) for Lower Cane Island would allow. DD zoning currently allows the following:

- 4 Dwelling Units per acre, assuming septic tanks
- 8 Dwelling Units per acre, assuming sewer.

[Note: Ultimate build-out will include both wastewater disposal methods.]

[For clarification, a "net acre" is defined in Section 10.2.82 of the Beaufort County Development Standards Ordinance [DSO] #93-25, Supplement #3, dated August, 1993, as that acre which remains after the deduction of easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations.]

B. Current market studies estimate demand for a mix of unit types including single family fee simple lots (230) and condominium regime, multi-family oriented product (195). As market conditions change, these estimates may be reevaluated. In order to allow flexibility in design and density such as opportunities to cluster buildings and consolidate open space, the following shall apply to individual tracts:

1) Final density for any given tract will be determined by the actual surveyed acreage of that tract multiplied by the density for that tract as indicated on the PUD Master Plan Land Use Summary chart.

2) Dwelling units may be clustered on any portion of any individual tract. For example, if the total number of units allowable on Tract 4 is 60, those units may be clustered on any portion of Tract 4, with the remainder of the acreage of Tract 4 being available for other uses, including open space, provided all other applicable provisions are met.

3) In the event the number of dwelling units built on any tract is less than projected density as indicated on the Land Use Summary Chart, the difference may be applied (i.e., added) to any other tract(s), provided that no tract shall exceed ten (10%) per cent of the number of dwelling units indicated on the Land Use Summary Chart.

Amenities:

The types of amenities considered appropriate and which may be developed on Cane Island Retreat include, but are not limited to, the following:

tennis courts, swimming pools, playing fields, lawn croquet, horse stables, riding trails, pedestrian paths, wildlife observation platforms, boat landings, canoeing and fishing facilities, community docks, gardening plots, meeting facilities, banquet facilities, fitness facilities, hobby facilities, recreational support facilities such as maintenance sheds and shade structures, areas for outdoor recreation and scenic and natural preservation, and all other areas of active and passive recreation compatible with uses in the development.

Amenities to serve community residents will be developed as the growth of the community allows and dictates.

Note: The developer makes no commitment to provide any amenities. The developer, however, reserves the right to provide amenities and to convey them to the homeowners' association, which shall become responsible for the upkeep and maintenance of the conveyed amenities. The developer may choose to absorb the full cost of a given amenity or to share the cost with the homeowners' association. Also, the developer may elect to donate land to the homeowners' association for an amenity site, which the homeowners' association may then develop and maintain.

6. DESIGNATED LAND USE AREAS

For purposes of designating specific areas of land use, Lower Cane Island has been divided into ten "Tracts." The tracts are referred to by number in the Land Use Summary Chart below and in the PUD Master Plan (EXHIBIT D).

LAND USE SUMMARY CHART

TRACTS	USE	ACREAGE	D.U.	D.U./AC	OTHER
1-A	R-1	2.23	9	4.0	
1-B	R-1	3.29	5	1.5	recorded lots
1-C	R-1	2.03	6	2.9	
2	R-1	4.93	9	1.8	lot 4 recorded
3-A,B	R-2	30.08	86	2.8	
4-A,B,C	R-2	19.90	60	3.1	
4-D,E,F	R-3				INST - 20,000 sq. ft.
5	CC-2	4.00	16	4.0	CC-2 - 30,000 sq. ft. INST - 30,000 sq. ft.
6	R-3	12.58	60	4.8	
7-A,B	R-3	15.64	40	2.6	
8-A,C	R-3	28.54	134	4.7	
8-B	CC-1				CC-1 - 50,000 sq. ft. INST - 30,000 sq. ft.
9	O.S.	37.46			
10	R/W	3.50			
1-10	GROSS	164.18	425	2.6	CC-1 - 50,000 sq. ft. CC-2 - 30,000 sq. ft. INST - 80,000 sq. ft.
1-8	NET	123.22	425	3.4	

The figures presented in the above table represent acreages and units for the Cane Island Retreat project according to current planning. The property has 165 acres and 425 units. The unit count was determined by applying the average density to the acreage. Actual tract acreage and density may vary across the project depending on product type and individual soil conditions. Regardless of unit distribution, the number of units in the development as described herein will not exceed 425 units.

The density, distribution of units, and unit count does not limit the rights of the applicant to acquire additional land and expand the boundaries of the PUD, and thus increase the total number of dwelling units. Potential expansion may require rezoning approval and will be processed accordingly. However, future expansions do not affect the unit count and density approved in this application.

7. PERMITTED LAND USES

A. Land use categories as designated on the Cane Island Retreat PUD Master Plan shall have the following permitted uses. All uses shall be subject to the covenants and restrictions governing the area in which the use is proposed.

1. Residential 1 (R1)

Permitted uses:

- a. single family dwelling units, detached only
- b. accessory buildings
- c. private swimming pools
- d. temporary construction facilities including storage, staging, disposal yards, and offices
- e. wildlife refuge
- f. all uses in Right-of-Way (ROW), as defined herein (7.A.8., page 17)
- g. all uses in Open Space (OS), as defined herein (7.A.7., page 17).

2. Residential 2 (R2)

Permitted uses:

- a. all uses allowed in R1
- b. single family dwelling units, detached or attached
- c. community recreational uses shall include but not be limited to: tennis courts, swimming pools, playing fields, lawn bowling, croquet, horse stables, riding trails, canoeing and fishing facilities, gardening plots, docks, recreational support facilities (such as maintenance sheds and shade structures), pedestrian paths, wildlife observation platforms, security and maintenance facilities associated with common areas, areas for outdoor recreation and scenic and natural preservation, and other active and passive recreation uses compatible with the designated area.
- d. developer's real estate sales, development, and administration offices
- e. model homes
- f. tree farm, forest management.

3. Residential 3 (R3)

Permitted uses:

- a. all uses allowed in R2
- b. all uses allowed in General Residential District (GRD), Sections 4.4.1 – 4.8.1., in the Beaufort County Development Standards Ordinance.
- c. all uses allowed in Development District (DD), Sections 4.3.1 – 4.3.2., in the Beaufort County Development Standards Ordinance, except 4.3.1 (K) and 4.3.2 (C).
- d. rental property
- e. wildlife refuge, including caretakers dwellings and associated facilities
- f. security uses and facilities
- g. recreational vehicle parking, boats and trailer parking, vehicle maintenance and storage of vehicles and trailers.
- h. all Institutional (INST) uses, as defined herein (7.A.6, page 17).

4. Community Commercial 1 (CC1)

Permitted uses:

- a. all uses allowed in R3
- b. any use permitted in the Neighborhood Commercial District (NCD), as listed in the Development Standards Ordinance
- c. hospitality facilities, such as bed and breakfast, guest house, inn
- d. eating or drinking establishments
- e. professional offices
- f. commercial recreation facilities.

5. Community Commercial 2 (CC2)

Permitted Uses:

- a. all uses allowed in CC1
- b. automobile service station in conjunction with a convenience store
- c. office buildings.

6. Institutional (INST)

Permitted uses shall include, but not be limited to, the following:

- a. indoor recreational buildings
- b. community offices
- c. maintenance for recreational buildings and facilities
- d. public or private emergency facilities, such as fire stations and ambulance stations
- e. rest stations, day care centers, recycling centers
- f. shops for maintenance and related services of the community, including storage areas
- g. church, daycare, school, and cemetery uses
- h. other uses related to the needs and welfare of the community.

7. Open Space (OS)

Permitted Uses:

- a. conservation
- b. activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM
- c. disposal of reclaimed water as permitted by SCDHEC
- d. areas for outdoor recreation and scenic and natural preservation, including but not limited to parks, playgrounds, trails, community owned facilities, bridges, footbridges, pedestrian paths, boardwalks, wildlife observation platforms, private docks, bulkheads, and erosion control structures
- e. community canoe, kayak, bateau, and sailboat racks and storage structures
- f. lagoons, ditches, retention/detention areas for drainage systems
- g. stormwater control
- h. utilities and related facilities including, but not limited to, power, telephone, water, sewer, cable tv, and telecommunications.
- i. alleys
- j. easements

8. Right-of-way (ROW)

Permitted Uses:

- a. Accessways, such as roads and streets
- b. Utilities and related facilities including, but not limited to, power, telephone, water, sewer, telecommunications
- c. community uses such as landscaping, signage, irrigation, bike trails, paths.

8. DEVELOPMENT STANDARDS

The following internal development standards shall apply to the development.

1. Residential

The developer may configure residential uses in fee-simple detached, fee-simple attached, and/or condominium forms.

a) minimum lot size

1. 5000 square feet for single family detached dwelling units.
2. 3000 square feet for single family attached dwelling units.

[Note: Minimum lot size is not applicable to condominiums.]

b) lot width:

1. Lots shall be a minimum of fifteen (15) feet wide at the right-of-way.
2. Lots shall be a minimum of 60' wide on 8000 s.f. lots.
3. Lots shall be a minimum of 40' wide for lots between 4000 and 8000 s.f.
4. Lots shall be a minimum of 20' wide for lots between 2000 and 4000 s.f.

c) lot coverage:

(Note: "Lot coverage" means enclosed space covered on a lot. Sidewalks, paved areas, decks, patios, pools, etc. do not count in lot coverage calculations.)

1. Coverage of lots shall not exceed 60% for lots greater than 6000 square feet.
2. Coverage of lots shall not exceed 70% for lots less than 6000 square feet.

d) building height:

1. Building height for single family structures shall be limited to thirty five (35) feet, as measured according to Section 10.2.26 (Building Height) of the Development Standards Ordinance as approved by County Council on March 24, 1995, as follows: *The vertical distance above the base flood elevation or finish grade, whichever is highest, to the highest finished roof surface in case of a flat roof or to the top of the facade or to a point at the average height of the highest roof having a pitch.*

2. All occupancies, excluding single-family and two-family dwellings, that exceed 35 feet in height or exceed a total fire flow demand of 3,500 gallons per minute (GPM) as referenced in the Insurance Service Organization (ISO) requirements for specialized equipment, must have adjustments to plans approved by the Fire District Fire Chief and the County Building Official and, as necessary, reach financial arrangements acceptable to the Fire District and the County Council which provide assistance in purchasing the appropriate fire-fighting apparatus or equipment. This standard shall be applied to the fire management plan as defined in each Fire District program.

2. Open space

Open space will be calculated within the overall boundary of the PUD and not specifically for each phase of development.

The PUD Master Plan includes considerably more open space than is required by the DSO. More than 37 acres of open space (comprising over 20% of the entire acreage of Lower Cane Island) is provided in the freshwater wetlands and saltwater impoundment alone. Seventy five per cent (75%) of the salt marsh located between the critical line and high water mark is eligible for open space calculations but has not been included.

3. Setbacks and buffers

A. Buffers:

The DSO defines "buffer" as: *a piece of land of specific width, free from man-made structures (including driveways and parking areas), permanently set aside by the owner and his assigns and planted in trees and/or shrubs of density sufficient to provide contiguous properties with a measure of privacy.*

In concert with the above definition, planning at Cane Island Retreat has taken account of the existence of natural constraints on the island such as roads, marsh areas, ponds, freshwater wetlands, and waterways. The natural constraints will be fully employed as buffers to soften the impact of adjoining land use areas, as follows:

1. roads:

a) A minimum ten (10) foot buffer will be established along both sides of the perimeter of the PUD adjacent to the right-of-way of Highway 129, where it crosses Lower Cane Island, transecting the subject property.

b) A minimum five (5) foot buffer will be established within the development where collector road rights-of-way abut residential uses, except in zero lot line instances, in which cases no buffer shall be required.

c) A thirty (30) foot "natural landscape buffer" currently exists along both sides of the Bay Drive right-of-way. Encroachments not to exceed ten (10) feet shall be permitted within the natural landscape buffer, provided additional vegetative screening is installed to mitigate any such encroachment.

2. saltwater wetlands:

Cane Island Retreat is an island buffered by wide expanses of State-owned saltwater wetlands. Additional highland buffers bordering marsh and waterways shall not be required.

3. freshwater wetlands: no buffer shall be required.

4. impoundment: no buffer shall be required.

5. adjoining tracts of different use: A minimum twenty foot (20) buffer shall be established between adjoining tracts of different use.

6. adjoining tracts of same use: no buffer shall be required.

B. Setbacks:

The ability to accommodate a wide range of housing types is typical of the flexibility inherent in the concept of a PUD. Parameters governing the precise placement of buildings on lots must take into account the probability of changing market demands over a long period of time. Accordingly, building setbacks in the development shall be established on a site specific basis, except for the following general stipulations:

1. Collector roads: a minimum five (5) foot setback, front, side and rear yards, except for zero lot line situations.

2. Residential streets: a minimum five (5) foot setback, front, side, and rear yards, except for zero lot line situations.

3. **Bordering the saltwater impoundment: twenty (20) foot setback (as shown on Exhibit I).**
4. **Bordering freshwater wetlands: twenty (20) foot setback (as shown on Exhibit I).**
5. **Bordering OCRM critical areas: thirty (30) foot setback, except for Tract 3 (A) and Tract 4 (A-F), which shall have a twenty (20) foot setback (as shown on Exhibit I).**
6. **Zero lot line situations, such as patio lots or where lots border alleyways or side streets: zero (0) setback.**

4. Acreage adjustments

The acreages depicted on the PUD Master Plan are planimetered and therefore approximate. In order to maintain the necessary development flexibility, the acreages for the various tracts, open spaces, and other areas depicted on the Master Plan may be increased or decreased for planning purposes ten (10%) per cent. This flexibility shall be expanded for boundary adjustments and final road locations.

5. Covenants and restrictions

The covenants and restrictions will address all applicable restriction issues, establish an architectural review committee, and provide for long term ownership of common facilities by a community association.

Covenants and restrictions will be recorded for each phase of the development. They will be tailored to respond to the different needs and special characteristics of the various tracts or neighborhoods. Of foremost concern in all sets of covenants and restrictions will be a general concern for the beauty of the island, the integrity of the environment, and the residents' quality of life.

6. Site Parameters for Commercial Uses and Institutional Uses

Site parameters for land uses other than Residential shall be as outlined in the General Commercial District (GCD), except as modified herein, as follows:

- a) building height limitations may be exceeded for architectural features, e.g., clock towers and church spires.
- b) horizontal setback from residential uses : a minimum of 20 feet, except when a screening structure made of wood, masonry, or vegetation, standing at least seven feet high and having at least ninety (90) per cent opacity, is installed, in which case the minimum setback shall be 10 feet.
- c) vertical setback from residential uses: where commercial/institutional and residential uses are contained within the same structure, no setback shall be required, provided such uses are separated by floor level.
- d) horizontal buffer between commercial/institutional uses and residential uses: 20 feet, except when a screening structure (as in 6.b above) is installed, in which case the buffer shall be a minimum of 10 feet.
- e) hospitality facilities shall not exceed 45 rooms per acre.
- f) open space requirements shall be 15%, as per DSO.

The location of community commercial activities at Cane Island Retreat is indicated on the PUD Master Plan Land Use Summary Chart, and is limited to Tract 5 and Tract 8 B.

The ultimate number of residents and their guests will be the final determining factor in the actual size and type of community commercial and service businesses.

The developer may apply (i.e., add) any unused portion of the maximum commercial and institutional building square footage allowable in Tract 5 or Tract 8 B to either tract, provided neither Tract 5 nor Tract 8 B exceeds by a total of ten (10%) per cent the square footage maximums indicated on the Land Use Summary Chart.

9. **STORMWATER MANAGEMENT STANDARDS**

Stormwater management standards shall adhere to the Beaufort County Design Standards Ordinance, Section 5.4, as amended on February 13, 1995, by Beaufort County Council.

9A. **DEPARTURES FROM BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE**

Certain specific departures from the site development standards of the Beaufort County Development Standards Ordinance are requested and shall apply to all development within the PUD.

The departures will increase opportunities for the following:

- 1) the preservation of valued trees
- 2) the construction of aesthetically pleasing roads
- 3) creation of traditional neighborhood style development
- 4) clustering of buildings
- 5) better use of footpaths and pedestrian circulation networks
- 6) employment of traffic mitigation measures
- 7) use of rear alleys for service purposes
- 8) placing of structures on the most suitable sites in respect to soils, topography, vegetation, slopes, views, and exposures.

Section 5.2.1 Street and Thoroughfare Standards

(B) Private Roads, Right-of-Way and Pavement Widths

The Cane Island Retreat street system will be private and maintained by a property owner's association.

There may be several types of streets, including but not limited to boulevards, alleys, avenues, one way streets, and cul de sacs.

The streets shall have an all-weather surface designed for the soil conditions.

All streets will be engineered to meet the paving, safety, and drainage goals set by the County.

<u>Type</u>	<u>Right-of-way width</u>	<u>Pavement Width</u>
Collector	50 feet	20 feet
Residential	40 feet	20 feet
One Way	20 feet	12 feet
Alleys	14 feet	10 feet

[Rationale: The reduced width proposed will allow for the preservation of live oak trees which otherwise will be subject to destruction during construction. Low speed limits and traffic mitigation devices shall be employed to enable traffic to move safely over development roads.]

(2) Street Section

The street section will include the following types:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes

The actual design will be based on use and site specific conditions.

(H) Access to Major Thoroughfares

Access to major thoroughfares will be according to the approved Cane Island Retreat PUD Master Plan. (EXHIBIT D)

FUNDAMENTAL DOCUMENT CLARIFICATION:

NOTE WELL: Notwithstanding any reference to the contrary contained herein, this Cane Island Retreat Planned Unit Development rezoning application is based on the following:

1. the Beaufort County Design Standards Ordinance effective the day this PUD application was submitted (December 7, 1994);

2. those amendments to the DSO adopted by Beaufort County Council subsequent to the submittal date but prior to final approval by County Council of this rezoning application;

3. those particular land uses, densities, site parameters, setbacks, buffers, road standards, development and natural resources standards, and other standards specific to the proposed Cane Island Retreat PUD, as referenced herein;

4. that PUD policy statement adopted by County Council on June 12, 1995, which policy statement outlines and defines those specific provisions and/or technical standards in the PUD application which are "locked-in" for the life of the PUD, and those issues and items which are subject to subsequent versions of the DSO.

Section 5.2.7Protection of Natural Resources(A) Purpose and Need for Special Standards

The majority of the developable acreage of the PUD site was open farmland until 1985. In 1986 the farmland was planted in loblolly pines for the sole purpose of timber harvesting

The developer proposes to harvest the pine tree timber as it matures and replace it with upper-story and under-story hardwood trees, including live oaks, at the average rate of twenty (20) trees per acre. Such a replanting program will result in a more natural, attractive, and diverse tree cover, and a safer one, since pines preserved after clearing tend to be unsafe as well as unattractive.

(C) Allowed Pine Crop Area Harvesting

The developer has retained Folk Land Management, Inc. to develop a Forestry Management Plan, which will be coordinated with the PUD Plan and with individual development phase planning. Under the Forest Management Plan, harvesting of pine trees shall be allowed in the pine crop areas (EXHIBIT C), road rights-of-way, recreational areas, planned retention/detention areas, and other areas where existing pine trees would be rendered unsafe due to thinning.

In selected areas of the PUD, the Forestry Management Plan will seek to preserve pine crop planted trees where practical. This preservation will include the thirty (30) foot "natural landscape buffer" area bordering Bay Drive (EXHIBIT E), as well as common areas where trees may be preserved in significant groupings or in thinned groupings where buildings and people would not be endangered.

The Forest Management Plan may be amended over the course of development to reflect any changes to the development plan or other conditions which affect the ability to harvest or preserve pine crops, so long as the above-stated guidelines are followed.

(E) Preservation of Existing Trees

Harvesting of trees within the planted pine crop area of the PUD and replanting of hardwoods will be governed by the sections set forth above. Other areas of the PUD, which are not part of the pine crop area, require more stringent protection. This protection will be provided by the covenants and restrictions governing the various tracts of the development.

Enforcement of covenants and restrictions in regard to the removal, protection, and preservation of trees has been, and will continue to be, a matter of the highest priority. The current Covenants and Restrictions (limited to Tracts 1 and 2 only) serve as an example of the type and degree of tree governance considered appropriate by the developer (Appendix A). Subsequent covenants and restrictions for future phases will meet or exceed the provisions of the Development Standards Ordinance, Section 5.2.7, Protection of Natural resources.

(G) Erosion Control

Development shall be undertaken under the authority of permits according to the South Carolina Stormwater and Sediment Reduction Act. The applicant will take the necessary steps to minimize and control erosion. Sites will be stabilized at completion of construction by an approved method.

(H) Freshwater and Saltwater Wetlands

Freshwater wetlands on the property have been delineated, surveyed, and confirmed by the U. S. Army Corps of Engineers. Freshwater wetlands on the site may be impacted, restored, and preserved in accordance with permits issued by the U. S. Army Corps of Engineers and certified by the S. C. Coastal Council (SCDHEC/OCRM).

Saltwater wetlands have been delineated, surveyed, and confirmed by the South Carolina Coastal Council. Saltwater wetlands may be impacted, restored and preserved in accordance with permits issued by the U. S. Army Corps of Engineers and/or the South Carolina Coastal Council (SCDHEC/OCRM).

(I) Applicable Standards

The standards set forth above regarding Natural Resource Protection shall govern all phases of development with the PUD, in lieu of the standards provided under Section 5.2.7 of the Beaufort County Zoning and Development Standards Ordinance or elsewhere therein. Sufficient information to demonstrate compliance with the standards set forth herein shall be submitted with any application for specific development approval within the PUD area.

Section 6.2 Development Exempt from Permit

(E) The owner or operator of harvesting equipment for the cutting of timber in tree farms, designated timber areas, and forest management areas shall be exempt from a Development Permit, providing that the owner/operator shall notify, in writing, the County Zoning and Development Administrator no less than five (5) days prior to the cutting of timber with a statement indicating the site location, estimated number of acres to be harvested, and dates the cutting will occur. It is understood that the cutting will be done in compliance with best management practices and the Forest Management Plan prepared by Folk Land Management, Inc..

10. ACCESS, STREETS, AND DRAINAGE

The PUD Master Plan has been reviewed by the South Carolina Department of Highways and Public Transportation, SCDHPT. (EXHIBIT H)

A. Access:

1. The project is accessed from South Carolina Highway 129 (Islands Causeway), which crosses the southeast corner of Lower Cane Island before terminating on Cat Island.
2. The project will have two main entrances, one at Bay Drive (East) and the other at Bay Drive (West) (as shown on the PUD Master Plan).
3. Four secondary entrances will serve Tracts 4B, 4D, and 4E, which are separated from the main body of the island by Islands Causeway. One secondary entrance will serve Tract 6.

B. Streets:

1. The internal street system will be private and maintained by a property owner's association.
2. The existing collector street for the northern portion of the development is Bay Drive. One existing residential street, Cane Way, is a cul-de-sac which originates at Bay Drive. (See PUD Master Plan)
3. The project will have approximately four miles of roads.

[Note: Proposed roads displayed on the PUD Master Plan are schematic and conceptual only. They are subject to design modifications and field adjustment.]

C. Drainage:

1. The drainage system will be constructed to meet current local, state, and federal standards. A 24-hour, eight inch rainfall storm event will be used to design the system. The system will consist of inlets, pipes, and ditches to convey the post development runoff to a retention/detention pond system. The retention/detention pond system will attenuate the runoff to predevelopment rates before being released off site. Pipes in the drainage system will be made of concrete, aluminum, or polyethylene as determined appropriate by the design engineer and approved by the County.

2. The Conceptual Drainage Plan is shown in EXHIBIT I. The plan shows the following:

- a) existing drainage patterns
- b) proposed lagoons/lakes
- c) existing ponds and proposed retention/detention areas
- d) grassed swales, at 4:1 slope
- e) sheet flow
- f) outfalls into critical areas with 20 foot minimum grassed swales

3. The Conceptual Drainage Plan is subject to modification as the development progresses. Exact locations of retention/detention areas will be determined at the time construction plans are developed.

4. The Conceptual Drainage Plan has been reviewed by the Beaufort County Engineer (EXHIBIT J) and the South Carolina Coastal Council (EXHIBIT K).

5. A property owners' association will own and maintain the streets and drainage system.

11. **FLOOD HAZARD ZONES**

The flood hazard zones for the property are shown on FEMA Flood Insurance Rate Maps for Beaufort County, FIRM COMMUNITY--PANEL NUMBER 450025 0095 (9/29/86). The island is in Flood Zone A-9 (Elev. 13.00) and Flood Zone A-9 (Elev. 14.00).

12. WATER, WASTEWATER, AND FIRE PROTECTION

The project is located in the unincorporated areas of Beaufort County. Therefore, the Beaufort-Jasper Water and Sewer Authority (BJWSA) is the service agent for potable water and wastewater service. BJWSA intends to serve the project for water (EXHIBIT L) and sewer (EXHIBIT M).

Potable water is currently provided to the north portion of Lower Cane Island by an eight inch diameter line. The line is owned, operated, and maintained by BJWSA. The developer will construct a potable water distribution system for the remainder of the project area as the development progresses, and BJWSA will operate and maintain it. A preliminary master plan of the water system is shown in EXHIBIT N.

The system is capable of providing fire flow. The PUD Master Plan was reviewed by the Lady's Island Fire District (EXHIBIT O).

Wastewater treatment will be provided by BJWSA at the Cat Island Wastewater Treatment facility. The facility is planned for a site approximately one and one-half miles from Tract 6 of the subject development. Wastewater will be collected on site by a system constructed by the developer and operated by BJWSA. After treatment at the treatment facility, Cane Island Retreat effluent will be disposed of off-island by land application.

SCDHEC has reviewed and approved the master plan and concept for water and wastewater service (EXHIBIT P).

13. UTILITY SERVICE

The developer has coordinated with the providers of electrical power and telephone service.

Electrical power is to continue to be provided by South Carolina Electric and Gas Company (EXHIBIT Q).

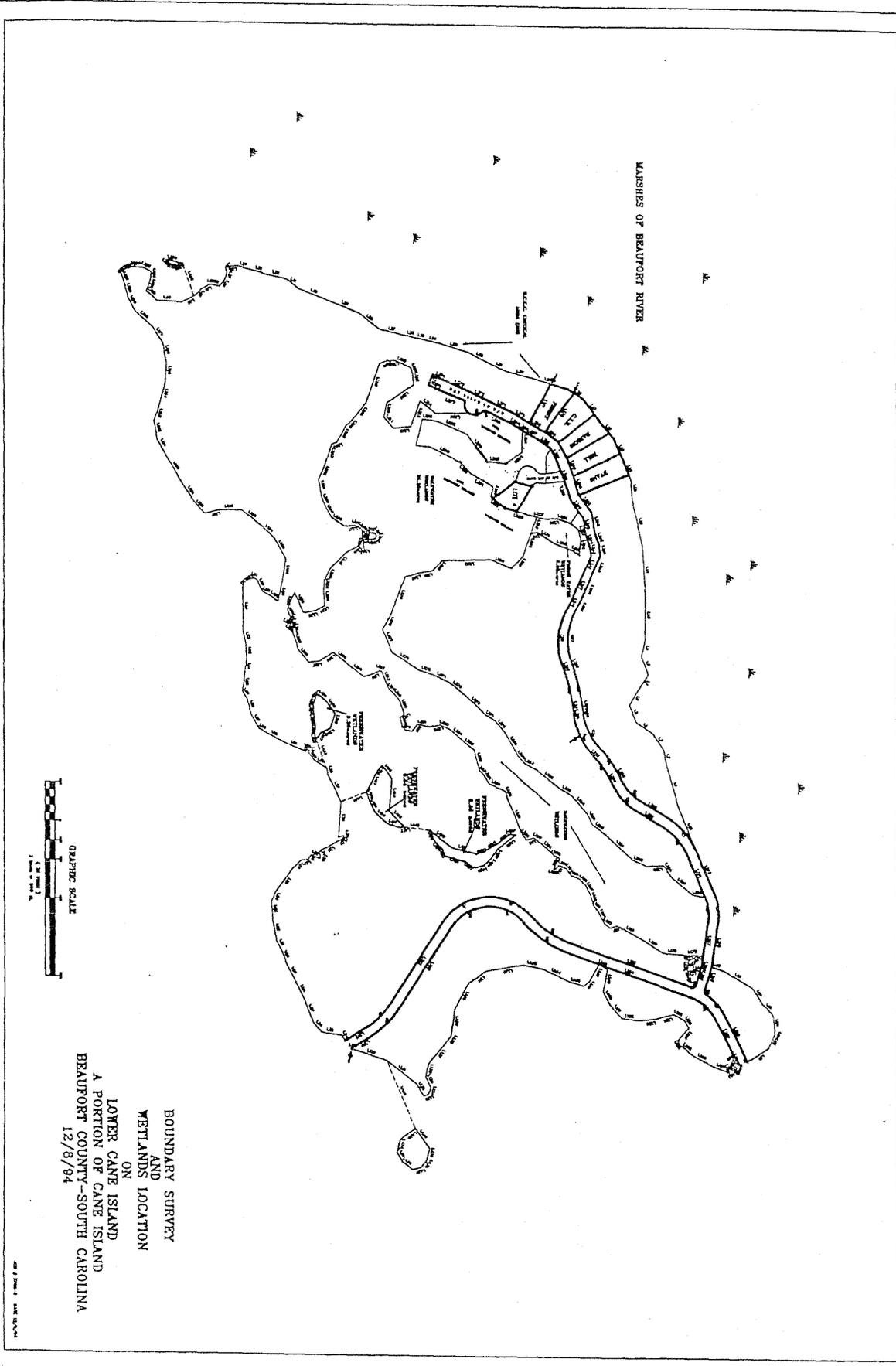
Telephone service is to continue to be provided by the United Telephone Company (EXHIBIT R).

Solid waste disposal services will be provided by Eco Services of South Carolina (EXHIBIT S).

EXHIBITS



Cane Island Retreat



BOUNDARY SURVEY
AND
WETLANDS LOCATION
ON
LOWER CANE ISLAND
A PORTION OF CANE ISLAND
BEAUFORT COUNTY-SOUTH CAROLINA
12/8/94



DATE: 12/8/94

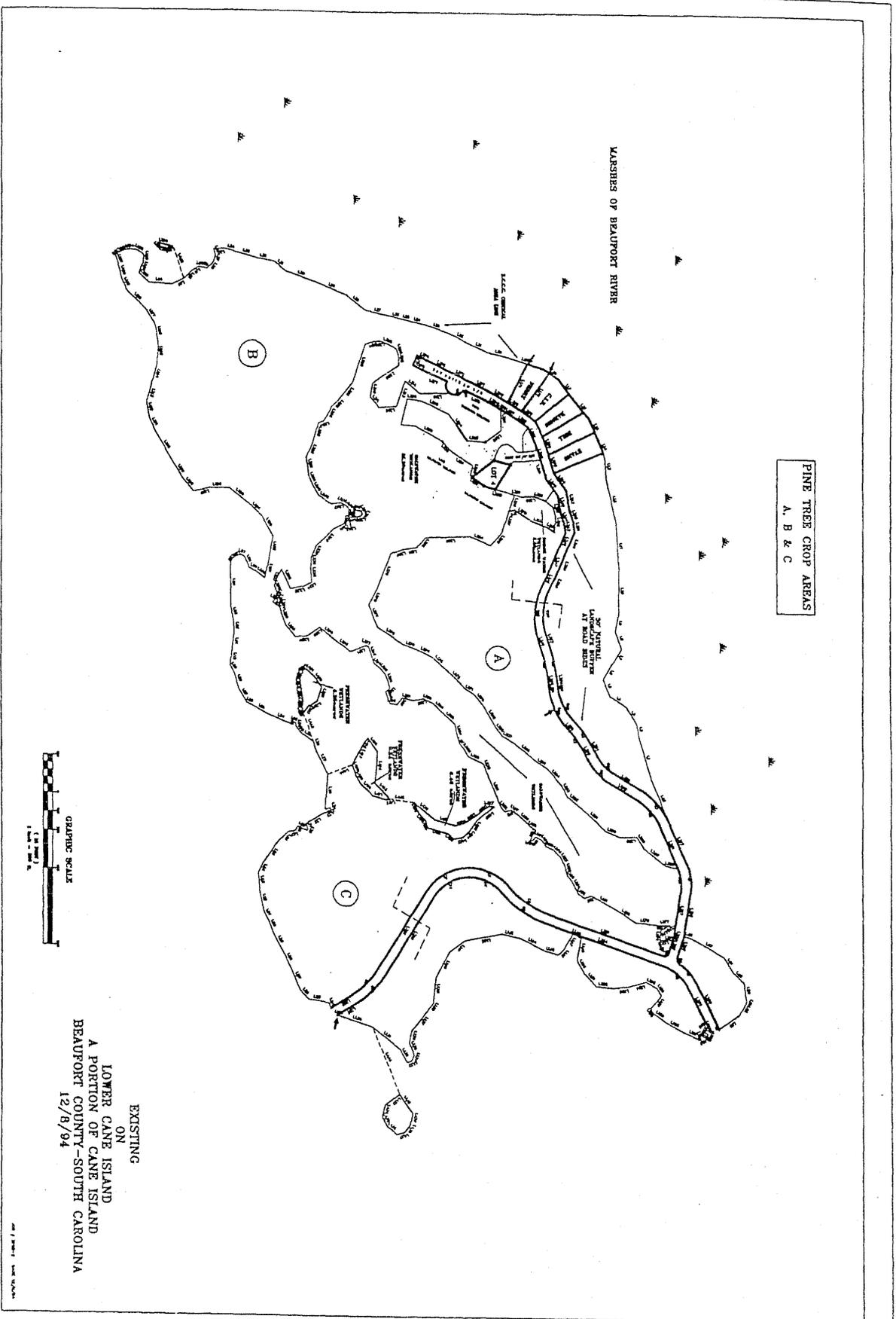


EXHIBIT D

LAND USE SUMMARY

TRACTS	USE	ACREAGE	D.U.	D.U./AC	OTHER
1-A	R-1	2.23	9	4.0	
1-B	R-1	3.29	5	1.5	recorded lots
1-C	R-1	2.03	6	2.9	
2	R-1	4.93	9	1.8	lot 4 recorded
3-A,B	R-2	30.08	86	2.8	
4-A,B,C	R-2	19.90	60	3.1	
4-D,E,F	R-3				DIST - 30,000 sq. ft.
5	CC-2	4.00	16	4.0	CC-1 - 30,000 sq. ft. DIST - 30,000 sq. ft.
6	R-3	12.58	60	4.8	
7-A,B	R-3	15.44	40	2.6	
8-A,C	R-3	28.54	134	4.7	
8-B	CC-1				CC-1 - 30,000 sq. ft. DIST - 30,000 sq. ft.
9	O.S.	37.46			
10	R/W	3.50			
1-10	GROSS	164.18	425	2.6	CC-1 - 30,000 sq. ft. CC-1 - 30,000 sq. ft. DIST - 30,000 sq. ft.
1-8	NET	123.22	425	3.4	

ACCESS POINTS

The figures presented in the above table represent acreages and units for the Cane Island Retreat project according to current planning. The property has 165 acres and 425 units. The unit count was determined by applying the average density to the acreage. Actual tract acreage and density may vary across the project depending on product type and individual soil conditions. Regardless of unit distribution, the number of units in the development as described herein will not exceed 425 units.

The density, distribution of units, and unit count does not limit the rights of the applicant to acquire additional land and expand the boundaries of the PUD, and thus increase the total number of dwelling units. Potential expansion may require an amendment to the PUD plan and will be processed accordingly. However, future expansions do not affect the unit count and density approved in this application.

12773 TOTAL WETLANDS ACRES
3746 TOTAL WETLANDS ACRES (SAL & FRESHWATER)
4016 TOTAL HEIGHT OF WADE NOT INCLUDED IN AREA

NOTES AND REFERENCES

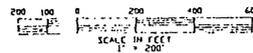
ALL MARKERS NOT FIELD VERIFIED THIS DATE.
AREA DETERMINED BY COORDINATE METHOD
FRESHWATER WETLANDS LOCATED IN FIELD
BY L.B. JOHNSON

THIS PROPERTY IS LOCATED IN FLOOD ZONE
A-9 (ELEV. 1300) AND ZONE A-9 (ELEV. 1400)
AS DETERMINED BY FEMA FIRM COMMUNITY-PANEL
NUMBER 15005 0095 DATED 9/28/94

ROAD R/W ACROSS CANE ISLAND
FOR CANE ISLAND DATED 3/22/90
BY R.D. THOGDON, JR.

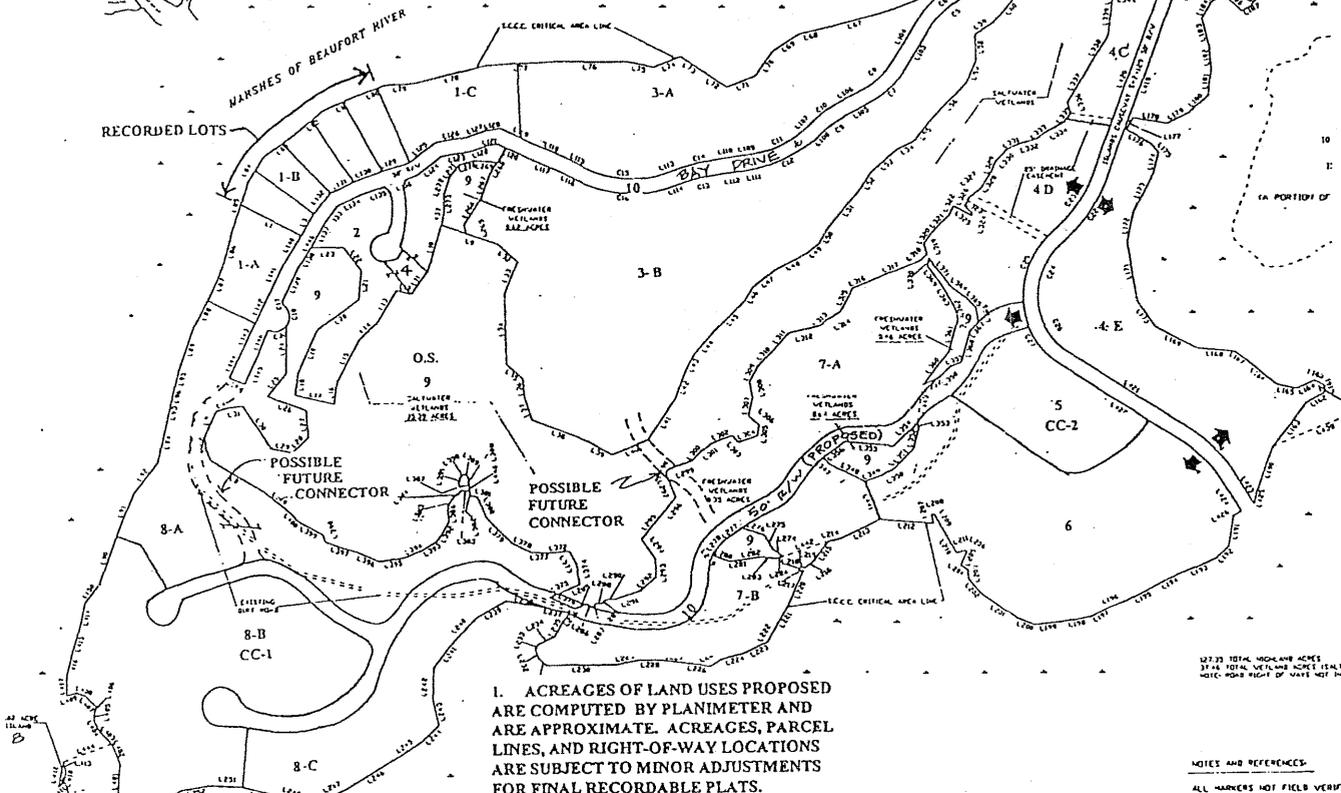
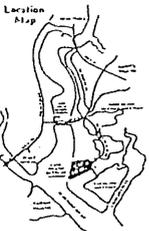
BOUNDARY SURVEY FOR FREDRICK G. TRASK
A PORTION OF CANE ISLAND DATED 10/29/89
BY R.D. THOGDON, JR.
SEE SHEET 2 FOR BEARINGS & DISTANCES

FIG 2-200-020-00-01.07.03.91



PUD MASTERPLAN

Cane Island Retreat
P.O. Box 1256
Beaufort, South Carolina 29901



1. ACREAGES OF LAND USES PROPOSED ARE COMPUTED BY PLANIMETER AND ARE APPROXIMATE. ACREAGES, PARCEL LINES, AND RIGHT-OF-WAY LOCATIONS ARE SUBJECT TO MINOR ADJUSTMENTS FOR FINAL RECORDABLE PLATS.
2. THIS PLAN IS PREPARED FOR ZONING PURPOSES ONLY AS REQUIRED BY SECTION 4.13 OF THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE, #93-25, DATED AUGUST, 1993..
3. THIS PLAN IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGE COMPUTATIONS, AND/OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE. FOR EXACT SPECIFICATIONS, REFER TO RECORDED PLATS AND COVENANTS AND RESTRICTIONS IN THE BEAUFORT COUNTY RMC.

BOUNDARY SURVEY AND WETLANDS LOCATION ON LOWER CANE ISLAND A PORTION OF CANE ISLAND FOR FREDERICK G. TRASK BEAUFORT COUNTY, SOUTH CAROLINA FEBRUARY 23, 1990

CANE ISLAND RETREAT
MASTER PLAN
PLANNED UNIT DEVELOPMENT

Don M. Guscio
Landscape Architect
ROUTE 3 BOX 937
WILSON HEAD ISLAND, L.C.
(803) 337-3315

SHEET
10F1
SHEETS

DATE: DECEMBER, 1993
REVISION: NO. DATE



DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS

EXHIBIT F

P.O. BOX 919

CHARLESTON, S.C. 29402-0919

REPLY TO
ATTENTION OF

May 12, 1992

Regulatory Branch

Mr. Fred Trask
Post Office Box 1256
Beaufort, South Carolina 29901

Dear Mr. Trask:

This is in response to your letter dated April 11, 1992, in which you requested a time extension on a wetlands determination (SAC-49-90-248) made by Mr. Fred Veal of my staff. The determination in question was provided in our letter of April 2, 1990, to Mr. I. B. Johnson, a wetlands consultant. This letter verified the wetland delineation that Mr. Johnson performed on a 127 acre tract known as Lower Cane Island located in Beaufort County, South Carolina. This delineation was represented on a survey plat prepared by George A. Z. Johnson, Jr., Inc. dated February 23, 1990 and entitled "Boundary Survey and Wetlands location on Lower Cane Island."

After reviewing your request, it is recognized that much planning effort and design has gone into this project acting in reliance on the Corps' original verification of wetland boundaries which Mr. Johnson had delineated within the project area. Based on these circumstances, I have concluded that it is appropriate to extend the expiration date of the Corps' wetland verification referenced above to April 2, 1995. I feel this is more than adequate time for project completion.

If you have any questions regarding this matter, please contact Mr. Fred Veal of my staff at (803) 727-4684.

Sincerely,

Clarence A. Ham
Chief, Regulatory Branch

Copy Furnished:
U. S. Environmental Protection Agency
Region IV, Wetlands Regulatory Unit
345 Courtland Street
Atlanta, Georgia 30365

South Carolina Coastal Council
4130 Faber Place, Suite 300
Charleston, South Carolina 29405

EXHIBIT G



SOUTH CAROLINA COASTAL COUNCIL

Shley Corporate Center
30 Faber Place
Suite 300
Charleston, S.C. 29405
(803) 744-5838
FAX 744-5847

John C. Hayes, III
Chairman

H. Wayne Beam, Ph.D.
Executive Director

March 23, 1990

Mr. Fred Trask
Post Office Box 1256
Beaufort, South Carolina 29901

Re: Cane Island Dock Corridor Plan

Dear Mr. Trask:

Please be advised the revised dock corridor plan for Cane Island is approved as submitted. This approval is based on the drawings of March 8, 1990 showing community docks 4, 5, 7, and 8 as crabbing piers only with no floats. A Coastal Council permit will be required for these additional docks and the approval of this corridor plan in no way guarantees the issuance of any permits. If you have additional question, please contact me.

Sincerely,

Richard A. Chinnis
Permit Coordinator

RAC:01830(11)mm

cc: Dr. H. Wayne Beam
Mr. Christopher L. Brooks
Mr. Steve Moore
Mr. Fritz Aichele



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

EXHIBIT H

BEAUFORT MAINTENANCE
13 Munch Drive
Beaufort, South Carolina 29902
Phone (803) 524-7255
December 7, 1994

Mr. Fred Trask
P.O. Box 1256
Beaufort, South Carolina 29901

Dear Mr. Trask,

I have reviewed your planned unit development scheme for the property adjacent to the Cane Island Retreat. A copy of that development plan is enclosed with this letter for reference purposes. This department has no objection to the conceptual plan however, prior to the issuance of an encroachment permit for the proposed access points, development plans must be reviewed by this office.

If I can further assist you, please don't hesitate to contact me.

Sincerely,

Ron W. Oddo
Encroachment Permits Inspector

LAND USE SUMMARY

TRACTS	USE	ACREAGE	D.U.	D.U./AC	OTHER
1-A	R-1	2.23	9	4.0	
1-B	R-1	3.29	5	1.5	recorded lots
1-C	R-1	2.03	6	2.9	
2	R-1	4.93	9	1.8	lot 4 recorded
3-A,B	R-2	30.08	86	2.8	
4-A,B,C	R-2	19.90	60	3.1	DST - 30,000 sq. ft.
4-D,E,F	R-3				CC-1 - 30,000 sq. ft. DST - 30,000 sq. ft.
5	CC-2	4.00	16	4.0	
6	R-3	12.58	60	4.8	
7-A,B	R-3	15.44	40	2.6	
8-A,C	R-3	28.54	134	4.7	CC-1 - 30,000 sq. ft. DST - 30,000 sq. ft.
8-B	CC-1				
9	O.S.	37.46			
10	R/W	3.50			
1-10	GROSS	164.18	425	2.6	CC-1 - 30,000 sq. ft. CC-1 - 30,000 sq. ft. DST - 30,000 sq. ft.
1-8	NET	123.22	425	3.4	

ACCESS POINTS

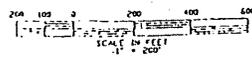
The figures presented in the above table represent acreages and units for the Cane Island Retreat project according to current planology. The property has 165 acres and 425 units. The unit count was determined by applying the average density to the acreage. Actual tract acreage and density may vary across the project depending on product type and individual soil conditions. Regardless of unit distribution, the number of units in the development as described herein will not exceed 425 units.

The density, distribution of units, and unit count does not limit the rights of the applicant to acquire additional land and expand the boundaries of the PUD, and thus increase the total number of dwelling units. Potential expansion may require an amendment to the PUD plan and will be processed accordingly. However, future expansions do not affect the unit count and density approved in this application.

167.79 TOTAL WETLANDS ACRES
37.64 TOTAL WETLAND ACRES (SEE 1:10,000 PHOTOGRAPH)
NOTE: HIGH RIGHT OF WAY NOT INCLUDED IN ACRES

NOTES AND REFERENCES

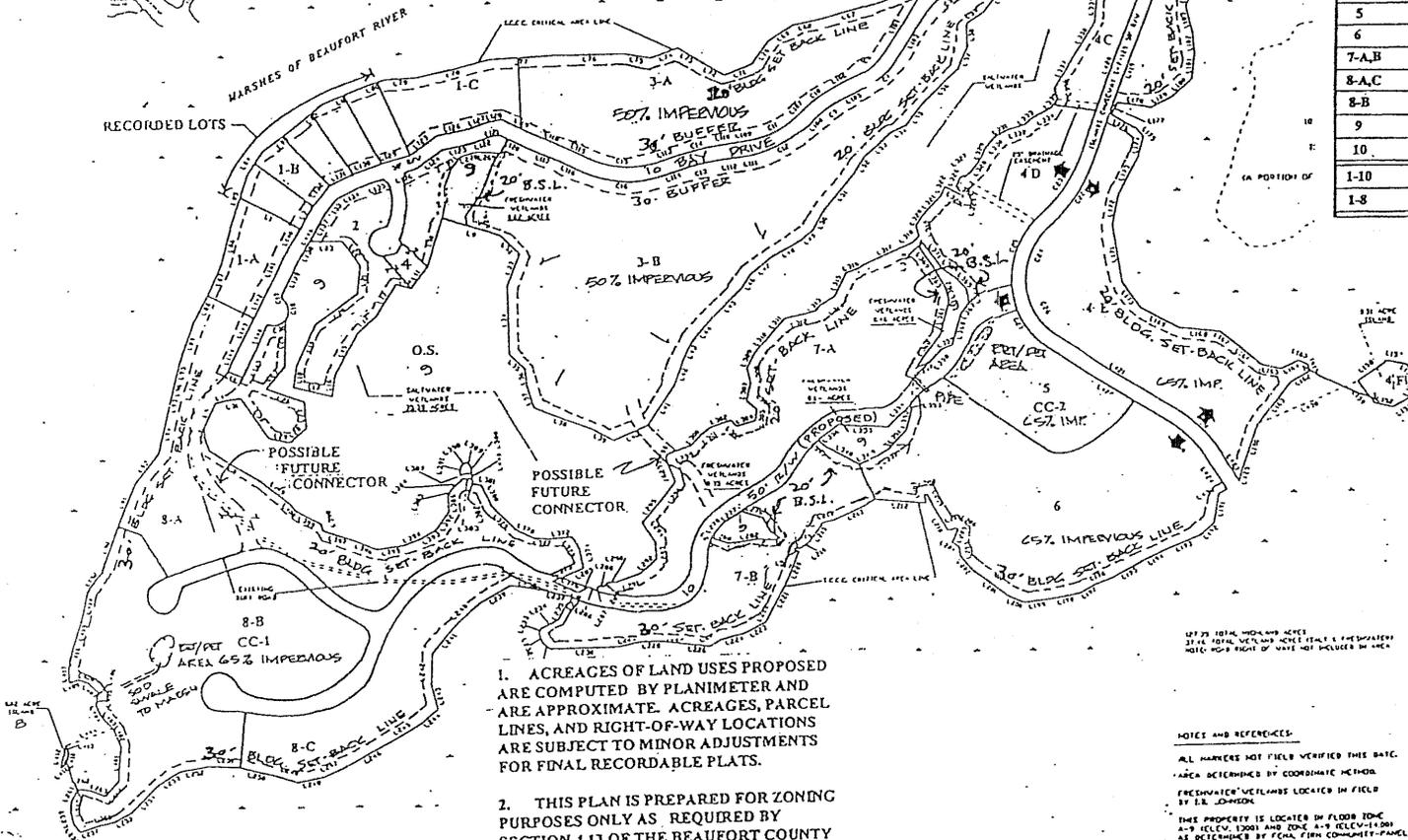
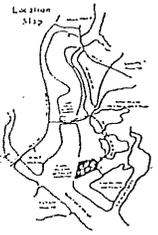
- ALL DIMENSIONS NOT FIELD VERIFIED THIS DATE.
- AREA DETERMINED BY COORDINATE METHOD.
- FRESHWATER WETLANDS LOCATED IN FIELD BY E.L. JOHNSON.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE A-9 (ELEV. 12001) AND ZONE A-9 (ELEV. 11001) AS DETERMINED BY FEMA FIRM COMMUNITY-PANEL NUMBER 15002-0005 DATED 1/29/86.
- ROAD ROW ACROSS CANE ISLAND FOR CAE ISLAND DATED 3/22/79 BY R.B. THROCKMORPH.
- BOUNDARY SURVEY FOR ERNEST G. TRASK A PORTION OF CANE ISLAND DATED 10/29/83 BY R.B. THROCKMORPH.
- SEE SHEET 2 FOR BEARINGS & DISTANCES.



THE 8-200-020-00-01.07.01.01

PUD MASTERPLAN
PRELIMINARY DRAINAGE PLAN
Cane Island Retreat
P.O. Box 1224
Beaufort, South Carolina 29901

PLANNED UNIT DEVELOPMENT
200 -
BEAUFORT COUNTY, S. C.



1. ACREAGES OF LAND USES PROPOSED ARE COMPUTED BY PLANIMETER AND ARE APPROXIMATE. ACREAGES, PARCEL LINES, AND RIGHT-OF-WAY LOCATIONS ARE SUBJECT TO MINOR ADJUSTMENTS FOR FINAL RECORDABLE PLATS.
2. THIS PLAN IS PREPARED FOR ZONING PURPOSES ONLY AS REQUIRED BY SECTION 4.13 OF THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE, #93-25, DATED AUGUST, 1993.
3. THIS PLAN IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGE COMPUTATIONS, AND/OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE. FOR EXACT SPECIFICATIONS, REFER TO RECORDED PLATS AND COVENANTS AND RESTRICTIONS IN THE BEAUFORT COUNTY RMC.

BOUNDARY SURVEY AND WETLANDS LOCATION ON LOWER CANE ISLAND FOR A PORTION OF CANE ISLAND FOR FREDERICK C. TRASK BEAUFORT COUNTY, SOUTH CAROLINA FEBRUARY 23, 1990

DATE

NO

LAND PLANNING
SITE PLANNING
LANDSCAPE ARCHITECTURE

CANE ISLAND RETREAT
PRELIMINARY DRAINAGE PLAN
PLANNED UNIT DEVELOPMENT
JUNE 1, 1993

REVISION

DATE DECEMBER 1993 . PERM/05/10/1P/2

Don M. Guscio
Landscape Architect
1001 S. 10th St.
Halter Head Island, S.C.
29928
(803) 781-3111

SHEET
1 OF 1
SHEETS



COUNTY COUNCIL OF BEAUFORT COUNTY

Beaufort County Development Division

1000 Ribaut Road • Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

Phone: (803) 525-7212 Fax: (803) 525-7113

EXHIBIT J

December 7, 1994

Robert E. Klink, P. E.
County Engineer

Gordon S. Crispin
Zoning & Development
Administrator

Arthur L. Cummings
Director
Buildings Codes

Charles Gatch
Senior Staff Planner

Mr. Don Guscio
Route 2, Box 197
Hilton Head Island, SC 29928

Re: Cane Island Retreat

Dear Don;

Beaufort County Engineering Department has reviewed the above project and is satisfied with the above project and with the conceptual drainage plans. Drainage easements across the property will need to be obtained by the developer, as required by the County and necessary for construction and future maintenance. Stormwater Design will be based on current Beaufort County Standards, which are a 25-year, 24-hour, 8-inch storm event and flows off the site will be less than or equal to the pre-development rates.

As specified under Section 4.13.5 of the Development Standards Ordinance, PUD's are required to comply with all provisions related to drainage. If there are any questions regarding this, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Klink".

Robert E. Klink, P.E.
County Engineer

REK/ART/ces

cc: ^{ART}Gordon Crispin
Arthur Cummings

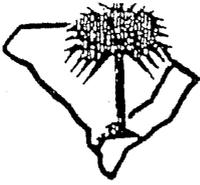


EXHIBIT K

October 6, 1993

Ms. Sandra J. Doerr
Beaufort County Public Works
Rt. 8 Box 274
Beaufort, SC 29902

**SOUTH
CAROLINA
COASTAL
COUNCIL**

RE: Cane Island PUD Request

Dear Ms. Doerr:

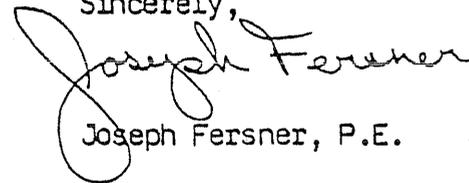
Ashley Corporate Center
4130 Faber Place
Suite 300
Charleston, S.C. 29405
(803) 744-5838
FAX 744-5847

Keith M. Kinard
Chairman

H. Wayne Beam, Ph.D.
Executive Director

The staff of the S. C. Coastal Council has reviewed the conceptual master plan for Cane Island and it does meet our conceptual master planning requirements. The Council does not object to Beaufort County proceeding with any PUD status review for this project. However, before any individual planning for phase development or before any construction may occur the Council will require storm water management plan and wetland master plan submittals. The applicant and his agent are aware of these submittal requirements. If you have any questions or comments please do not hesitate to call at 744-5838.

Sincerely,


Joseph Fersner, P.E.

0301f:JJF

cc: Dr. H. Wayne Beam
Mr. Christopher Brooks
Mr. Stephen Snyder
Mr. Don Guscio







POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
803/521/9200 803/521/2008 Engineering & Operations FAX 803/521/9203

DEAN MOSS, General Manager

EXHIBIT L

December 17, 1993

Mr. Fred Trask
Post Office Box 1256
Beaufort, South Carolina 29901

Re: Cane Island Water and Sewer Availability

Dear Mr. Trask:

The purpose of this letter is to confirm the availability of water to your proposed project on Cane Island. A line is in place which will provide you sufficient capacity and fire flow protection. However, sewer capacity will not be available until the wastewater treatment plant is built which will accomodate Cat Island as well as flows from your proposed development. As you are aware a PER has been submitted to DHEC for the wastewater treatment plant. We expect design and construction to begin after DHEC gives approval to that plan.

Should you have additional questions, please do not hesitate to contact me.

Sincerely,

Autie F. Kelley
Assistant to the General Manager

DON H. FISHER JAMES A. CARLEN, III MICHAEL L. BELL
CHAIRMAN VICE CHAIRMAN SECRETARY/TREASURER
JOHN L. BALLANTYNE, PE. THADDEOUS Z. COLEMAN C. SCOTT GRABER, ESQ.
JOHN T. GRAVES, JR. JOHN D. ROGERS DAVID A. SMITH



POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
803/521/9200 803/521/2008 Engineering & Operations FAX 803/521/9203

DEAN MOSS, General Manager

EXHIBIT M

December 22, 1993

Mr. Fred Trask
P.O. Box 1256
Beaufort, S.C. 29901

Re: Water & Wastewater Availability - Cane Island PUD

Dear Fred:

The Authority has reviewed the master plan for the proposed PUD on Cane Island. The status of water and wastewater service is shown below:

Water - Service to the PUD will be provided by the 12" water main that is installed on the Island Causeway (S-7-129).

Wastewater - PUD flows will be collected and pumped to the regional WWTP to be constructed on Cat Island. A PER approving the Cat Island Golf Course for spray has been approved by DHEC and a second PER which describes the WWTP phasing plan is being prepared. Submittal to DHEC is set for Feb 94. The first phase plant (50,000 gpd) will be constructed as flows increase on Cat, Cane and Gibbes Island. Currently, all Cat Island flows are being pumped to an interim septic tank system approved to accommodate flows from 60 homes.

To summarize, water service is currently available and a plan is in place to provide wastewater service. This letter should allow you to obtain your PUD classification. If you have any questions, please give me a call.

Sincerely,

Ed Saxon, P.E.
Chief Engineer

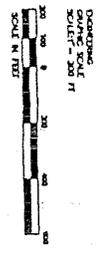
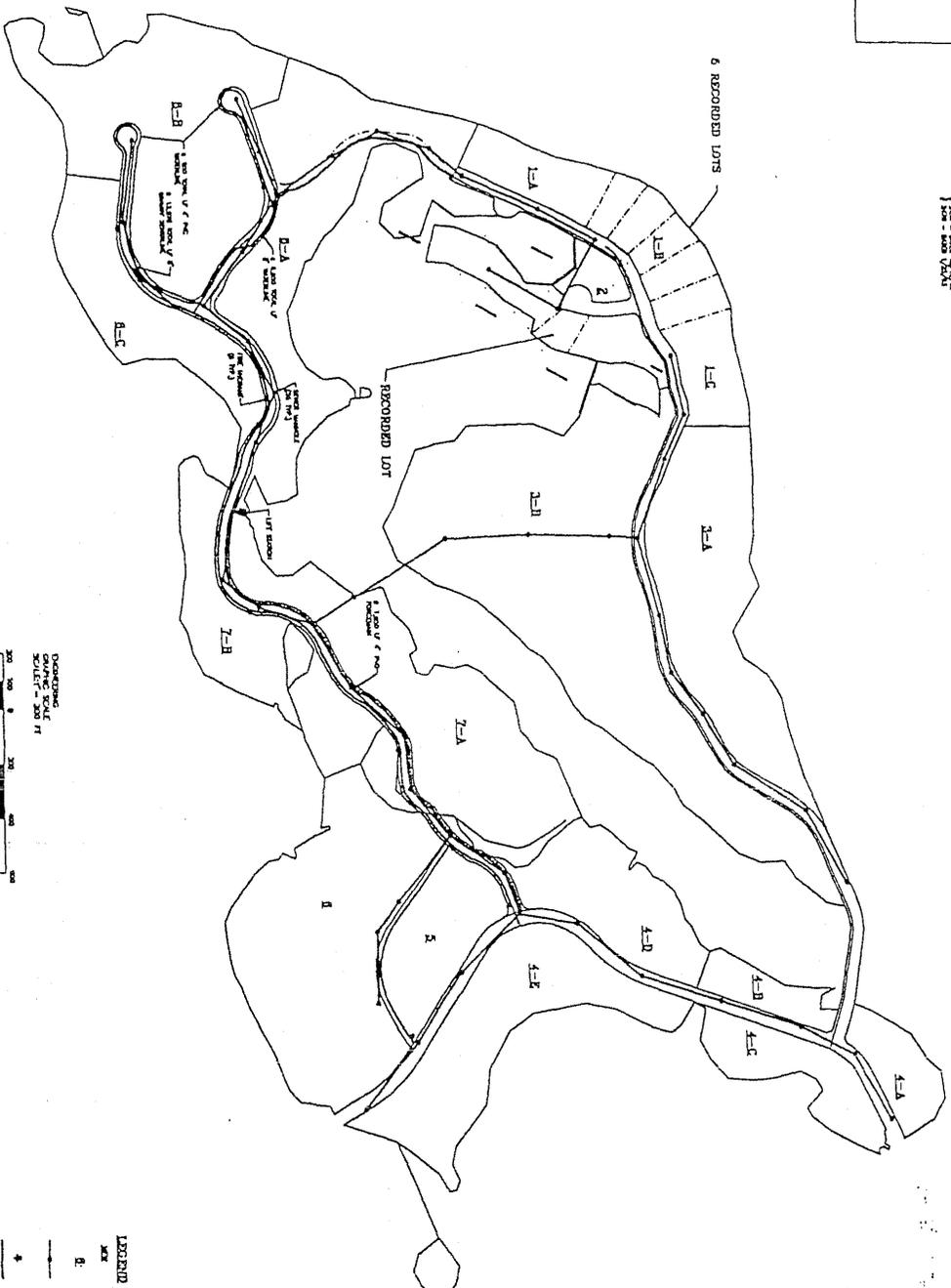
c. Autie Kelly

DON H. FISHER JAMES A. CARLEN, III MICHAEL L. BELL
CHAIRMAN VICE CHAIRMAN SECRETARY/TREASURER
JOHN L. BALLANTYNE, P.E. THADDEOUS Z. COLEMAN C. SCOTT GRABER, ESQ.
JOHN T. GRAVES, JR. JOHN D. ROGERS DAVID A. SMITH

EXHIBIT N

- PRIOR APPROVAL:**
1. ALL UTILITIES TO BE LOCATED AND DEPTH TO BE DETERMINED.
 2. ALL UTILITIES TO BE LOCATED AND DEPTH TO BE DETERMINED.
 3. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 4. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 5. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 6. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 7. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 8. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 9. SOIL SAMPLES TO BE TAKEN AND ANALYZED.
 10. SOIL SAMPLES TO BE TAKEN AND ANALYZED.

LOCATION MAP



LEGEND

WATER MAIN	SEWER MAIN	WATER LATERAL	SEWER LATERAL
1" - 12"	1" - 12"	1" - 12"	1" - 12"
12" - 18"	12" - 18"	12" - 18"	12" - 18"
18" - 24"	18" - 24"	18" - 24"	18" - 24"
24" - 30"	24" - 30"	24" - 30"	24" - 30"
30" - 36"	30" - 36"	30" - 36"	30" - 36"
36" - 42"	36" - 42"	36" - 42"	36" - 42"
42" - 48"	42" - 48"	42" - 48"	42" - 48"
48" - 54"	48" - 54"	48" - 54"	48" - 54"
54" - 60"	54" - 60"	54" - 60"	54" - 60"
60" - 66"	60" - 66"	60" - 66"	60" - 66"
66" - 72"	66" - 72"	66" - 72"	66" - 72"
72" - 78"	72" - 78"	72" - 78"	72" - 78"
78" - 84"	78" - 84"	78" - 84"	78" - 84"
84" - 90"	84" - 90"	84" - 90"	84" - 90"
90" - 96"	90" - 96"	90" - 96"	90" - 96"
96" - 102"	96" - 102"	96" - 102"	96" - 102"
102" - 108"	102" - 108"	102" - 108"	102" - 108"
108" - 114"	108" - 114"	108" - 114"	108" - 114"
114" - 120"	114" - 120"	114" - 120"	114" - 120"
120" - 126"	120" - 126"	120" - 126"	120" - 126"
126" - 132"	126" - 132"	126" - 132"	126" - 132"
132" - 138"	132" - 138"	132" - 138"	132" - 138"
138" - 144"	138" - 144"	138" - 144"	138" - 144"
144" - 150"	144" - 150"	144" - 150"	144" - 150"
150" - 156"	150" - 156"	150" - 156"	150" - 156"
156" - 162"	156" - 162"	156" - 162"	156" - 162"
162" - 168"	162" - 168"	162" - 168"	162" - 168"
168" - 174"	168" - 174"	168" - 174"	168" - 174"
174" - 180"	174" - 180"	174" - 180"	174" - 180"
180" - 186"	180" - 186"	180" - 186"	180" - 186"
186" - 192"	186" - 192"	186" - 192"	186" - 192"
192" - 198"	192" - 198"	192" - 198"	192" - 198"
198" - 204"	198" - 204"	198" - 204"	198" - 204"
204" - 210"	204" - 210"	204" - 210"	204" - 210"
210" - 216"	210" - 216"	210" - 216"	210" - 216"
216" - 222"	216" - 222"	216" - 222"	216" - 222"
222" - 228"	222" - 228"	222" - 228"	222" - 228"
228" - 234"	228" - 234"	228" - 234"	228" - 234"
234" - 240"	234" - 240"	234" - 240"	234" - 240"
240" - 246"	240" - 246"	240" - 246"	240" - 246"
246" - 252"	246" - 252"	246" - 252"	246" - 252"
252" - 258"	252" - 258"	252" - 258"	252" - 258"
258" - 264"	258" - 264"	258" - 264"	258" - 264"
264" - 270"	264" - 270"	264" - 270"	264" - 270"
270" - 276"	270" - 276"	270" - 276"	270" - 276"
276" - 282"	276" - 282"	276" - 282"	276" - 282"
282" - 288"	282" - 288"	282" - 288"	282" - 288"
288" - 294"	288" - 294"	288" - 294"	288" - 294"
294" - 300"	294" - 300"	294" - 300"	294" - 300"
300" - 306"	300" - 306"	300" - 306"	300" - 306"
306" - 312"	306" - 312"	306" - 312"	306" - 312"
312" - 318"	312" - 318"	312" - 318"	312" - 318"
318" - 324"	318" - 324"	318" - 324"	318" - 324"
324" - 330"	324" - 330"	324" - 330"	324" - 330"
330" - 336"	330" - 336"	330" - 336"	330" - 336"
336" - 342"	336" - 342"	336" - 342"	336" - 342"
342" - 348"	342" - 348"	342" - 348"	342" - 348"
348" - 354"	348" - 354"	348" - 354"	348" - 354"
354" - 360"	354" - 360"	354" - 360"	354" - 360"
360" - 366"	360" - 366"	360" - 366"	360" - 366"
366" - 372"	366" - 372"	366" - 372"	366" - 372"
372" - 378"	372" - 378"	372" - 378"	372" - 378"
378" - 384"	378" - 384"	378" - 384"	378" - 384"
384" - 390"	384" - 390"	384" - 390"	384" - 390"
390" - 396"	390" - 396"	390" - 396"	390" - 396"
396" - 402"	396" - 402"	396" - 402"	396" - 402"
402" - 408"	402" - 408"	402" - 408"	402" - 408"
408" - 414"	408" - 414"	408" - 414"	408" - 414"
414" - 420"	414" - 420"	414" - 420"	414" - 420"
420" - 426"	420" - 426"	420" - 426"	420" - 426"
426" - 432"	426" - 432"	426" - 432"	426" - 432"
432" - 438"	432" - 438"	432" - 438"	432" - 438"
438" - 444"	438" - 444"	438" - 444"	438" - 444"
444" - 450"	444" - 450"	444" - 450"	444" - 450"
450" - 456"	450" - 456"	450" - 456"	450" - 456"
456" - 462"	456" - 462"	456" - 462"	456" - 462"
462" - 468"	462" - 468"	462" - 468"	462" - 468"
468" - 474"	468" - 474"	468" - 474"	468" - 474"
474" - 480"	474" - 480"	474" - 480"	474" - 480"
480" - 486"	480" - 486"	480" - 486"	480" - 486"
486" - 492"	486" - 492"	486" - 492"	486" - 492"
492" - 498"	492" - 498"	492" - 498"	492" - 498"
498" - 504"	498" - 504"	498" - 504"	498" - 504"
504" - 510"	504" - 510"	504" - 510"	504" - 510"
510" - 516"	510" - 516"	510" - 516"	510" - 516"
516" - 522"	516" - 522"	516" - 522"	516" - 522"
522" - 528"	522" - 528"	522" - 528"	522" - 528"
528" - 534"	528" - 534"	528" - 534"	528" - 534"
534" - 540"	534" - 540"	534" - 540"	534" - 540"
540" - 546"	540" - 546"	540" - 546"	540" - 546"
546" - 552"	546" - 552"	546" - 552"	546" - 552"
552" - 558"	552" - 558"	552" - 558"	552" - 558"
558" - 564"	558" - 564"	558" - 564"	558" - 564"
564" - 570"	564" - 570"	564" - 570"	564" - 570"
570" - 576"	570" - 576"	570" - 576"	570" - 576"
576" - 582"	576" - 582"	576" - 582"	576" - 582"
582" - 588"	582" - 588"	582" - 588"	582" - 588"
588" - 594"	588" - 594"	588" - 594"	588" - 594"
594" - 600"	594" - 600"	594" - 600"	594" - 600"
600" - 606"	600" - 606"	600" - 606"	600" - 606"
606" - 612"	606" - 612"	606" - 612"	606" - 612"
612" - 618"	612" - 618"	612" - 618"	612" - 618"
618" - 624"	618" - 624"	618" - 624"	618" - 624"
624" - 630"	624" - 630"	624" - 630"	624" - 630"
630" - 636"	630" - 636"	630" - 636"	630" - 636"
636" - 642"	636" - 642"	636" - 642"	636" - 642"
642" - 648"	642" - 648"	642" - 648"	642" - 648"
648" - 654"	648" - 654"	648" - 654"	648" - 654"
654" - 660"	654" - 660"	654" - 660"	654" - 660"
660" - 666"	660" - 666"	660" - 666"	660" - 666"
666" - 672"	666" - 672"	666" - 672"	666" - 672"
672" - 678"	672" - 678"	672" - 678"	672" - 678"
678" - 684"	678" - 684"	678" - 684"	678" - 684"
684" - 690"	684" - 690"	684" - 690"	684" - 690"
690" - 696"	690" - 696"	690" - 696"	690" - 696"
696" - 702"	696" - 702"	696" - 702"	696" - 702"
702" - 708"	702" - 708"	702" - 708"	702" - 708"
708" - 714"	708" - 714"	708" - 714"	708" - 714"
714" - 720"	714" - 720"	714" - 720"	714" - 720"
720" - 726"	720" - 726"	720" - 726"	720" - 726"
726" - 732"	726" - 732"	726" - 732"	726" - 732"
732" - 738"	732" - 738"	732" - 738"	732" - 738"
738" - 744"	738" - 744"	738" - 744"	738" - 744"
744" - 750"	744" - 750"	744" - 750"	744" - 750"
750" - 756"	750" - 756"	750" - 756"	750" - 756"
756" - 762"	756" - 762"	756" - 762"	756" - 762"
762" - 768"	762" - 768"	762" - 768"	762" - 768"
768" - 774"	768" - 774"	768" - 774"	768" - 774"
774" - 780"	774" - 780"	774" - 780"	774" - 780"
780" - 786"	780" - 786"	780" - 786"	780" - 786"
786" - 792"	786" - 792"	786" - 792"	786" - 792"
792" - 798"	792" - 798"	792" - 798"	792" - 798"
798" - 804"	798" - 804"	798" - 804"	798" - 804"
804" - 810"	804" - 810"	804" - 810"	804" - 810"
810" - 816"	810" - 816"	810" - 816"	810" - 816"
816" - 822"	816" - 822"	816" - 822"	816" - 822"
822" - 828"	822" - 828"	822" - 828"	822" - 828"
828" - 834"	828" - 834"	828" - 834"	828" - 834"
834" - 840"	834" - 840"	834" - 840"	834" - 840"
840" - 846"	840" - 846"	840" - 846"	840" - 846"
846" - 852"	846" - 852"	846" - 852"	846" - 852"
852" - 858"	852" - 858"	852" - 858"	852" - 858"
858" - 864"	858" - 864"	858" - 864"	858" - 864"
864" - 870"	864" - 870"	864" - 870"	864" - 870"
870" - 876"	870" - 876"	870" - 876"	870" - 876"
876" - 882"	876" - 882"	876" - 882"	876" - 882"
882" - 888"	882" - 888"	882" - 888"	882" - 888"
888" - 894"	888" - 894"	888" - 894"	888" - 894"
894" - 900"	894" - 900"	894" - 900"	894" - 900"
900" - 906"	900" - 906"	900" - 906"	900" - 906"
906" - 912"	906" - 912"	906" - 912"	906" - 912"
912" - 918"	912" - 918"	912" - 918"	912" - 918"
918" - 924"	918" - 924"	918" - 924"	918" - 924"
924" - 930"	924" - 930"	924" - 930"	924" - 930"
930" - 936"	930" - 936"	930" - 936"	930" - 936"
936" - 942"	936" - 942"	936" - 942"	936" - 942"
942" - 948"	942" - 948"	942" - 948"	942" - 948"
948" - 954"	948" - 954"	948" - 954"	948" - 954"
954" - 960"	954" - 960"	954" - 960"	954" - 960"
960" - 966"	960" - 966"	960" - 966"	960" - 966"
966" - 972"	966" - 972"	966" - 972"	966" - 972"
972" - 978"	972" - 978"	972" - 978"	972" - 978"
978" - 984"	978" - 984"	978" - 984"	978" - 984"
984" - 990"	984" - 990"	984" - 990"	984" - 990"
990" - 996"	990" - 996"	990" - 996"	990" - 996"
996" - 1002"	996" - 1002"	996" - 1002"	996" - 1002"

PRELIMINARY WATER AND SEWER PLAN

CAKE ISLAND RETREAT
BEAUFORT COUNTY, NC

DATE	BY	CHKD	APP'D
02/15/11	JLH	JLH	JLH
02/15/11	JLH	JLH	JLH
02/15/11	JLH	JLH	JLH

BIS ENGINEERS PLANNERS
INCORPORATED
P.O. BOX 2660, BEAUFORT, S.C. 29901-2660 803-527-2294

LADY'S ISLAND - ST. HELENA FIRE DISTRICT
Star Rt. 5 Box 58-DD
Beaufort, South Carolina 29902

7 December, 1993

Mr. Fred Trask
P. O. Box 1256
Beaufort, SC 29901

SUBJ: Kane Island Retreat

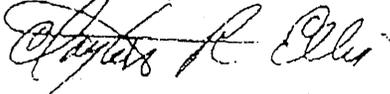
Dear Mr. Trask,

It is my pleasure to confirm to you that the Lady's Island - St. Helena Fire District will provide fire protection for the proposed development as shown on a plat entitled "Cane Island Retreat", dated December, 1993.

The development must, of course, satisfy all applicable National, State and Local laws, codes, ordinances, etc., and the developer, Mr. Fred Trask, is responsible for the installation, operation and maintenance costs of any required additional fire hydrants and other external and internal means of water distribution which may be necessary for adequate fire protection. In addition, if the development should create a unique requirement for special fire fighting or life saving equipment which we do not now have or need, such equipment will also have to be procured at the expense of the developer. Periodic inspections and pressure checks of fire hydrants will serve our mutual interest and will be made without cost by the Fire District. The Fire District will also make safety inspections of any structure on request.

My department and I look forward to working with you as your plans develop.

Sincerely,

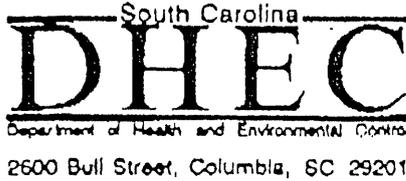


Clayton R. Ellis, Chief

CC: Mr. Paul Archer, Chairman
LISH Fire Commission

CRE/mme

EXHIBIT P



Commissioner: Michael D. Jarrett

Board: William E. Applegate, III, Chairman
John H. Burries, Vice Chairman
Richard E. Jabbour, DDS, Secretary

Toney Graham, Jr., MD
Sandra J. Molander
John B. Pate, MD
Robert J. Stripling, Jr

Promoting Health, Protecting the Environment

December 7, 1993

Mr. Fred Trask
Post Office Box 1256
Beaufort, SC 29901

RE: Cane Island Development, Parcel A Map 18 Parcel 54 & Parcel B
Map 18 Parcel 215

Dear Mr. Trask:

I am in receipt of your request for preliminary approval of water and sewer service to the proposed referenced developments. The Beaufort Jasper Water & Sewer Authority has agreed to provide water from their existing distribution system and to treat the wastewater once sewerage facilities are available.. Based on this, preliminary approval is granted.

As you know, appropriate permits will have to be issued prior to the initiation of any construction of water and sewer lines.

Should you have any questions or require any additional information, please feel free to call me at (803) 522-9097.

Sincerely,

Penny Cornett
District Engineer
Low Country District EQC

Fax Transmittal Memo

		# of Pages
To: Fred Trask	From: Penny Cornett	
Co.:	Co.: SC DHEC	
Dept.:	Phone # 522-9097	
Fax # 522-3559	Fax # 522-8443	



South Carolina Electric & Gas Company
80 Robert Smalls Parkway
Post Office Drawer 1168
Beaufort, SC 29901-1168
Fax (803) 525-7797
(803) 525-7700

EXHIBIT Q

July 12, 1993

Fred Cain Trask
PO Box 1256
Beaufort, SC 29901

RE: *Fred Trask*
Lower Cain Island
Map 20, Parcel 1-4
Lady's Island Dist
Map 21, Parcel 1

Dear Sir:

South Carolina Electric & Gas Company will be able to provide underground electric service to the above referenced development. Costs associated with providing underground service will be determined when a finalized plat is submitted to our office for engineering.

Please submit a plat of this development at least two months prior to the construction date so that all engineering requirements can be met.

Service will be installed on an "as needed" basis according to the existing sales policy at the time of construction.

We will be looking forward to working with you on this project. If we may be of any further assistance, please don't hesitate to call our office.

Sincerely,

Charles G. Moore, Associate Manager
Operations & Construction

/tms

c: *Michael S. Gooch (S-35)*



EXHIBIT R



United Telephone - Southeast
A Sprint Company

P.O. Drawer 1659
Beaufort, South Carolina 29901 1659

July 15, 1993

Fred Trask
P. O. Box 1256
Beaufort, South Carolina 29901

Re: Lower Cane Island Map 20, Parcels 1, 2, 3, and 4, Lady's Island

Dear Mr. Trask:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone Company will require two (2) copies of your final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that this office be notified in writing thirty (30) days prior to start of construction.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

F. Randy Parrish
Distribution Engineer II

FRP:eh



TOTAL WASTE MANAGEMENT SERVICES

P.O. BOX 4417, Burton, S.C. 29903
524-1485 • 681-6330 • Fax 524-0061

EXHIBIT S

November 28, 1994

Mr. Floyd Trask
P.O. Box 1256
Beaufort, S.C. 29901

To Whom It May Concern,

ECO Services will be providing temporary and permanent refuse services for the planned development called Cane Island Retreat. If you have any questions please do not hesitate to call.

Sincerely,

David Sauls
Sales Representative

EXHIBIT B-18

EXISTING COUNTY PUD STANDARDS COMPARED TO PROPOSED CITY PUD STANDARDS

The following table compares the Cane Island Retreat PUD (as approved by Beaufort County in 1995) with that submitted to the City of Beaufort in 2002:

PUD STANDARD	COUNTY (1995)	CITY (2003)	NET CHANGE increase (decrease)
Master Plan			equivalent
Density	425 units (1995) 32 units (2002)	305 units (2003)	overall decrease from 425 units (1995) to 337 units (2002) = 88 unit decrease -- 21%.
Lot sizes			No change
Lot width			No change
Lot coverage			No change
Open space	37.37 acres	37.37 minimum	No change
Setbacks		Parcel 8-C, reduced from 30' to 20'	10' decrease
Buffers		20' freshwater wetland buffer	Increased buffer by 10'
Covenants and Design Standards			No change

Site parameters for commercial and institutional uses			No change
Stormwater management and drainage standards		SCDHEC/OCRM BMPs	equivalent
Streets and thoroughfare standards			No change
Protection of natural resources standards			No change

EXHIBIT C

AIRPORT JUNCTION TRACT

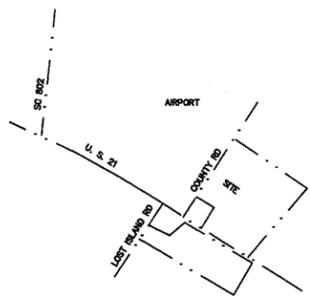
- C-1. Description of Airport Junction Tract**
- C-2. Development Schedule**
- C-3. Land Use Summary**
- C-4. Permitted Uses**
- C-5. Development Standards**
- C-6. Airport Junction Master Plan**
- C-6A. Airport Junction Illustrative Master Plan**
- C-7. Thoroughfare Standards**
- C-8. Roadway Plan for Airport Junction Tract**
- C-9. Parking and Loading Requirements**
- C-10. Lady's Island Airport Commercial Park PUD document**
- C-11. Airport Junction PUD Compared to Lady's Island Airport
Commercial Park PUD: County's PUD Compared to City's**
- C-12. Covenants and Restrictions**

EXHIBIT C-1

BOUNDARY SURVEY OF AIRPORT JUNCTION TRACT

The property is shown on the accompanying plat, entitled:

'Airport Junction PUD Boundary Survey, prepared for Airport Junction L.L.C., Lady's Island, Beaufort County, South Carolina, dated 12/9/96, revised 1/2/03, prepared by David E. Gasque, R.L.S., S. C. Registration Number 10506.



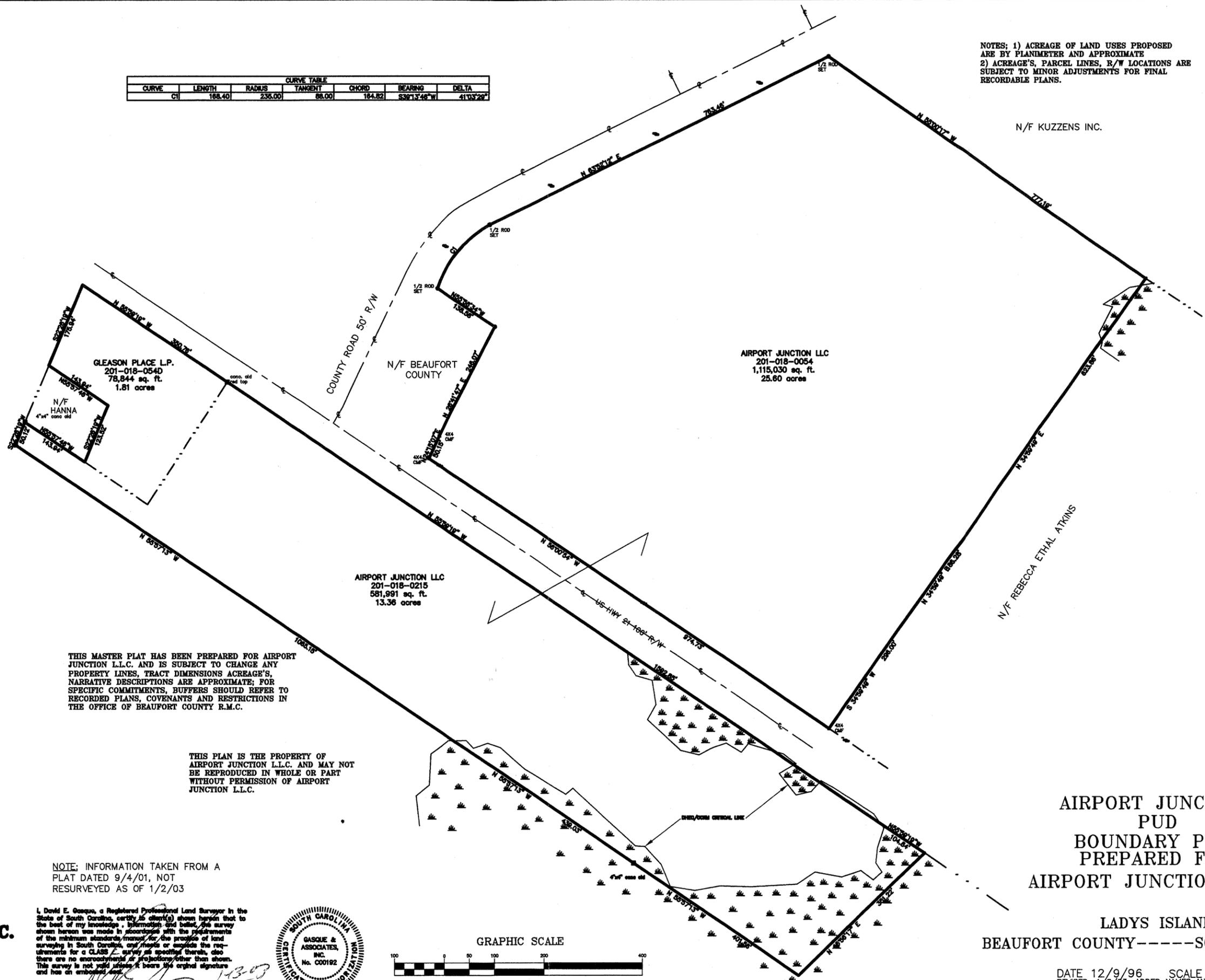
LOCATION MAP (N.T.S.)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	168.40	236.00	88.00	164.82	S30°13'46"W	41°03'29"

NOTES: 1) ACREAGE OF LAND USES PROPOSED ARE BY PLANIMETER AND APPROXIMATE
2) ACREAGE'S, PARCEL LINES, R/W LOCATIONS ARE SUBJECT TO MINOR ADJUSTMENTS FOR FINAL RECORDABLE PLANS.

- NOTES:
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
 - 3.) THIS PROPERTY LIES IN FLOOD ZONE A-9, BASE ELEV. 13.00 AS DETERMINED BY F.E.M.A FIRM COMM PANEL NUMBER 450025 0100 D, DATED 09/29/86
 - 4.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 5.) N.G.V.D. DATUM 1929

- REFERENCES:
- 1.) LADYS ISLAND TAX MAP 18, PARCELS 215 AND 54.
 - 2.) PLAT BY R.D. TROGDON, JR, DATED NOVEMBER 14, 1978 PLAT BOOK 27, PAGE 100.
 - 2.) PLAT BY R.D. TROGDON, JR, DATED AUGUST 3, 1978 PLAT BOOK 34, PAGE 79.



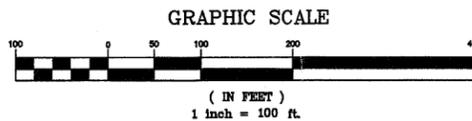
THIS MASTER PLAT HAS BEEN PREPARED FOR AIRPORT JUNCTION L.L.C. AND IS SUBJECT TO CHANGE ANY PROPERTY LINES, TRACT DIMENSIONS ACREAGE'S, NARRATIVE DESCRIPTIONS ARE APPROXIMATE; FOR SPECIFIC COMMITMENTS, BUFFERS SHOULD REFER TO RECORDED PLANS, COVENANTS AND RESTRICTIONS IN THE OFFICE OF BEAUFORT COUNTY R.M.C.

THIS PLAN IS THE PROPERTY OF AIRPORT JUNCTION L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF AIRPORT JUNCTION L.L.C.

NOTE: INFORMATION TAKEN FROM A PLAT DATED 9/4/01, NOT RESURVEYED AS OF 1/2/03

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to client(s) shown herein that to the best of my knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the minimum standards/manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS 2 survey as specified therein, also there are no encroachments or objections other than shown. This survey is not valid unless it bears the original signature and has an embossed seal.

David E. Gasque, R.L.S.
S.C. Registration Number 10806



AIRPORT JUNCTION
PUD
BOUNDARY PLAT
PREPARED FOR
AIRPORT JUNCTION L.L.C.

LADYS ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA

DATE 12/9/96 SCALE 1" = 100'
REVISED: 1/2/03, ADDED NAMES AND TAX PARCELS

JOB # 4712FT F.B.# DRAWN BY DES3

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1788

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

EXHIBIT C-2

DEVELOPMENT SCHEDULE

The estimated time to full build-out is in excess of fifteen (15) years from this date, justifying an extended term of this Agreement.

Flexibility must be allowed to the Developer as to the exact sequence, location, and timing of individual development phases in recognition of the fact that long term multiple-use developments respond to variable market conditions.

Subsequent phases would occur in increments determined by buyer preferences, market conditions, and direction of growth.

Although it is not possible to predict with accuracy the exact sequence and location of the phasing, the following development schedules reflect the expected commencement dates and the currently anticipated interim completion dates for the various phases:

Phase	Commencement date	Interim completion date
I	2005	2008
II	2006	2009
III	2007	2010
IV	2008	2012
V	2010	2017

The development to occur pursuant to the above schedules includes the development of the infrastructure, roads, subdivision of lots, facilities and other improvements. The exact order of development, as well as the development phase timing sequence and completion dates may change, at the Developer's discretion. The Property Owner anticipates, without being obligated to complete by said date, that the Project should be complete by December 31, 2017.

EXHIBIT C-3

LAND USE SUMMARY

For purposes of designating specific areas of land use, and for providing needed flexibility in planning, the Airport Junction Tract has been divided into Parcels. The Parcels are referred to in the Land Use Summary Chart below and in the PUD Master Plan (EXHIBIT C-6).

LAND USE SUMMARY CHART						
PARCEL	ACREAGE	HIGHWAY COMMERCIAL SQUARE FOOTAGE	LIMITED INDUSTRIAL/ GENERAL COMMERCIAL SQ. FT.	DENSITY Dwelling Units		USE
				per parcel	per acre	
A-1	3.43	150,000		18	1.4	Highway Commercial
A-2	3.76					
A-3	5.40					
B-1	1.82	100,000		2	.32	Highway Commercial
B-2	4.47					
C-1	3.84		340,000	4	.20	Limited- Industrial/ General Commercial
C-2	14.32					
Open Space	8.17		Note: One Dwelling Unit is equivalent to 1000 square feet of commercial/industrial space.			
R/W	1.75					
Gross	40.83			24	.59	
Net	30.91	250,000	340,000	24	.78	

The figures presented in the above chart represent maximum dwelling units for the Airport Junction Tract according to current planning, as well as maximum square footage computations for Highway Commercial, General Commercial, and Limited Industrial space. The Tract has 40.83 acres. The number of dwelling units shall not exceed 24. The total square footage of Limited Industrial, General Commercial, and Highway Commercial building space shall not exceed 590,000 square feet.

EXHIBIT C-4

PERMITTED USES

Land use categories are shown on the Land Use Summary Chart (EXHIBIT C-3) and PUD Master Plan (EXHIBIT C-6).

1. All Parcels within the Tract will be permitted the following uses:

- i. *Agricultural uses and silvicultural uses.*
- ii. *Open Space uses* including, but not limited to: all community recreational, agricultural and silvicultural uses listed above; activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM; disposal of reclaimed water as permitted by SCDHEC; outdoor recreation and scenic and natural preservation; erosion control structures; lagoons, ditches, retention/detention areas for drainage systems; stormwater control; easements.
- iii. *Rights-of-way uses* including the following: accessways such as roads, streets, lanes, and alleys; utilities and related facilities including, but not limited to, power, telephone, water, sewer, drainage, telecommunications; landscaping, signage, irrigation, bike trails, paths.

2. Parcels A-1, A-2, A-3, B-1, and B-2 will be permitted the following uses:

- a. all uses allowed in Section 5-6051 (HC highway commercial district)

3. Parcels C-1 and C-2 will be permitted the following uses:

- a. all uses allowed in Section 5-6052 (LI limited industrial district)
- b. all uses allowed in Section 5-6048 (GC general commercial district)

All residential uses shall include accessory uses as outlined in Exhibit B-5. All uses shall be governed by the Developer and the Community Association through the use of Covenants and the Architectural Control Committee.

EXHIBIT C-5

DESIGN STANDARDS AND DEVELOPMENT STANDARDS

Lot Specifications

a) minimum lot size:

- 1. single family dwelling units: 800 square feet.**
- 2. multifamily dwelling units: 800 square feet.**

b) lot width:

- 1. No Lot shall be less than 20 feet wide at the right of way.**

c) lot depth:

- 1. No Lot shall be less than 40 feet in depth.**

d) lot coverage: [Note: "Lot coverage" means enclosed space covered on a lot. Sidewalks, paved areas, decks, patios, pools, etc. do not count in lot coverage calculations.]

- 1. Coverage of lots may be 100%, provided all applicable requirements are met.**

e) floor area:

- 1. minimum: 400 square feet.**
- 2. maximum: there shall be no maximum floor area, provided all applicable requirements are met.**

f) maximum site coverage:

- 1. Pervious 35%**
- 2. Impervious 65%. [Note: Impervious site coverage requirements will be based on the area of the entire PUD, not calculated specifically for any one site.]**

g) maximum square footage per use: no maximum.

h) distance between uses: 0 feet, provided all building and fire codes are adhered to.

C-5.1

Lot Layout

The above lot specifications show the minimum lot subdivision requirements. These lot areas are the total area that may be developed for the building site. Subdivision of these areas will allow for smaller lots to be sold or leased as required. In the event that such subdivided lots front open spaces instead of rights of ways or streets, legal right of way access for these properties will be provided from the side or rear of the buildings. Every lot shall have frontage on a public or private street.

Building Height

Building height for all structures will be measured from Finished Grade to Mean Roof Height. The maximum building height for all structures shall not exceed 50 feet.

Setbacks

All buildings shall be required to set back a minimum of 20 feet from the PUD perimeter line.

No internal setbacks are required.

Porches, awnings, and similar architectural projections shall be encouraged and permitted to extend past the lot lines into street or open space areas, provided easements are granted by the property owner encroached upon.

Setbacks from the SCDHEC-OCRM critical line shall be a minimum of 50 feet, except in Parcel A-3, where setbacks from the OCRM critical line shall be an average of 50 feet, with a minimum of 35 feet. [Average setback shall be determined by quantifying the setback for each 10 linear foot increment of impervious surface, pervious paved surface, or structure, summing these, and dividing by the number of increments measured. Quantification of each increment of setback shall be approved by the Zoning Administrator.]

County 50'

Setbacks from U. S. Highway 21 shall be a minimum of 20 feet.

Setbacks from neighboring properties and roads shall be a minimum of 20 feet.

Setbacks are shown on the PUD Master Plan, Exhibit C-6.

Buffers

There shall be a buffer within the entire perimeter of the PUD property, as follows:

1. a 20 foot buffer bordering Highway 21.
2. a 24 foot buffer bordering property owned now or formerly by Atkins.
3. a 20 foot buffer bordering SCDHEC-OCRM critical lines. The following structures/activities shall be permitted in the tidal area buffer: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding stormwater ponds), and any other elements linked to the critical area which are permitted by OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines. *some in County*
4. a 20 foot buffer bordering freshwater wetlands. *none, but are any present?*
5. a 10 foot buffer bordering Airport Road and Lost Island Road.
6. a 10 foot buffer bordering property owned now or formerly by Six L's packinghouse.
7. a 10 foot buffer bordering property owned now or formerly by Fleming Anderson.
8. a 10 foot buffer bordering property owned now or formerly by Gay Enterprises.

There shall be no requirement in this Agreement for internal buffering or screening between different portions of the Real Property, nor shall there be any requirement as to the necessity of, composition of, layout of, and location of any other buffers, bufferyards and screening within the Real Property.

When buffers contain existing vegetation sufficient to produce a desirable degree of screening effect, additional plant material including overstory and understory trees shall not be required.

Open space

Airport Junction will provide many types of open space, from landscaped buffer areas to natural marsh preserves. Open space will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site. Open space shall include buffer areas, grassed areas, bike paths, fresh and saltwater wetlands, retention and detention ponds, drainage easements, utility easements, as well as grassed shoulders for streets, alleyways, parking areas, and roads.

There shall be a minimum of 8.17 acres of open space, totaling a minimum of 20 % of the entire tract.

Landscaping

It is understood that Airport Junction may be subdivided into various parcels and that flexibility pertaining to internal landscaping and setbacks will be necessary for a successful and functional project.

The project will have strict landscape covenants and design standards tailored to meet the specific needs of the project. Examples of such covenants and design standards are included in EXHIBIT C-12. The covenants will be administered and enforced by the Developer and the Architectural Control Committee of the Airport Junction Community Association.

The current City of Beaufort Landscape Ordinance shall apply to the Airport Junction project.

Trees

Airport Junction will have stringent tree covenants and design standards administered and enforced by the Developer and the Architectural Control Committee (ACC). The tree covenants will meet or exceed the existing City of Beaufort Tree Preservation Ordinance. See EXHIBIT C-12 for examples of such covenants and design standards.

Covenants

The Developer will record in the Beaufort County RMC a Declaration(s) of Covenants. The Declaration of Covenants will address, as necessary, all applicable restriction issues, establish an Architectural Control Committee, and provide for long-term ownership of Common Property by a Community Association. Covenants may be recorded for any phase or portion of the Development. They may function as the basic rules of the Parcels as they relate to the continuity of community interaction. They will be tailored to respond to the different needs and special characteristics of

the various Parcels. The Covenants may provide that Design Standards shall be in accordance with the rules, regulations and guidelines as promulgated by the ACC applicable to such Parcel, phase or portion. For an example of such Covenants, see Exhibit C-12.

Site Parameters for Commercial, Residential, and Industrial Uses

The location of commercial, residential, and industrial uses are indicated on the PUD Master Plan. See EXHIBIT C-6.

The maximum allowable residential density is .59 Dwelling Units per gross acre or 24 Dwelling Units for the total Tract. Dwelling Units may be transferred from one Parcel to another without limitation, provided all applicable provisions are met.

The types of residential units envisioned are single family town house units, multi-family condominium units, and/or “loft” or “live-work” units (residences located above office, shop, warehouse, or retail space).

The maximum allowable square footage for Highway Commercial use in Parcels A-1, 2, 3 and B-1, 2 shall be 250,000 square feet. The maximum allowable square footage for Limited Industrial and General Commercial use (combined) in Parcels C-1 and C-2 shall be 340,000 square feet. Total allowable commercial and industrial square footage for the entire Tract is 590,000 square feet.

Dwelling Unit Equivalency

Residential units may be exchanged for commercial/industrial square footage as follows: 1000 square feet of commercial space equals one residential Dwelling Unit. For example, if 24 Dwelling Units are constructed on the Tract, 24,000 square feet of commercial and/or industrial square footage (at the developer’s discretion) shall be subtracted from the maximum commercial/industrial square footage allowable for the entire Tract.

Dwelling unit equivalency will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site.

Acreage Adjustments

Net acreage is defined as that acreage which remains after the deduction from total acreage of open space and of easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations.

The acreages depicted on the PUD Master Plans are approximate. In order to maintain the necessary development flexibility, the acreage for the various Parcels, open spaces, roads and other areas depicted on the Master Plan may be increased or decreased. This flexibility shall include boundary adjustments and final road locations.

In order to allow flexibility in design density, such as opportunities to cluster buildings and consolidate open space, the following shall apply to individual Parcels:

- 1) In the event the number of dwelling units built on any Parcel is less than projected density, the developer may assign the number of units not constructed to any other Parcel.
- 2) Unused commercial square footage may be transferred from Parcel to Parcel.
- 3) Limited industrial square footage shall be restricted to Parcels C-1 and C-2 only.

[See Article 24 of the Development Agreement.]

Site Lighting

Site lighting will be subject to review by the Beaufort County Aviation Board and the City of Beaufort Corridor Development Board. Lighting will be shielded so as not to pose a hazard to aviation. Lighting restrictions will be expressed as a covenant in the deeds conveying portions of the subject property.

Signage

All signs on the Project shall be governed by the Covenants, the ACC, and the Corridor Development Board.

Aesthetics and Architectural Design

In accordance with Article K, Section 5-6201, the architecture at Airport Junction shall be “harmonious with the natural and man-made assets of the Lowcountry.” Materials such as metal, stucco, and wood may be employed to blend with existing neighboring agricultural and industrial structures.

Amenities

The types of amenities considered appropriate and which may be developed on the Tract include, but are not limited to, the following: civic

buildings and structures, pedestrian paths, recreational support facilities such as maintenance sheds and shade structures, areas for outdoor recreation and scenic and nature preservation, and all other active and passive recreation compatible with uses in the Development.

Amenities to serve the Development may be developed as the growth of the project dictates. The Developer makes no commitment to provide any amenity. The Developer, however, reserves the right to provide amenities and to convey them to a Community Association, or other suitable entity, which shall become responsible for the upkeep and maintenance of the conveyed amenities. The Developer may choose to absorb the full cost of a given amenity or to share the cost with a Community Association or other suitable entity. The Developer may also elect to donate land to the Community Association for an amenity site, which the Community Association may then develop and maintain.

Utility access

Water and sewer is available to this property in accordance with BJWSA.

Fire Access

New buildings will comply with the Current City of Beaufort Building and Life Safety Codes. Final street design will incorporate design turning radii of current (12-01-00) City Fire equipment.

Drainage Requirements

The SCDHEC/OCRM requires that the first half inch of runoff over the entire site or the first one inch of runoff over the built upon portion of the site, whichever is greater, be stored and released over a twenty four hour period. Airport Junction will be engineered to retain the greater amount required. Storm water runoff for this site will be collected into OCRM approved retention and filtration systems.

The Owners and Developers shall abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water. In order to protect water quality of the rivers and creeks, the Owners shall construct storm water

drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, Owners commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations.

Phasing

Airport Junction is planned as a phased development. The Developer proposes to phase-in infrastructure and community facilities in an orderly progression over a period of approximately fifteen years, or as growth patterns and economic activity will allow, however, utilities must be planned, designed, and sized for build-out of the entire PUD.

Flexibility is an essential element in the issue of phasing; therefore, the order and configuration of the various phases is subject to change at the discretion of the Developer.

A phase may consist of any Parcel, any part of a Parcel or any combination of Parcels, as shown on the PUD Master Plan.

Landscaping, utilities, roads, drainage, retention ponds, and other infrastructure may be installed on a phase by phase basis, and not for the project as a whole, at the developer's discretion.

Default Regulations:

For items not noted in this document, the City of Beaufort Zoning Ordinance in effect at the date of adoption of this submittal shall govern.

EXHIBIT C-6

THE AIRPORT JUNCTION PUD MASTER PLAN

The purpose of the Airport Junction Planned Unit Development (PUD) Master Plan is the Regulating Plan. It is intended to allow for the development of a high quality, mixed-use development on the Airport Junction Tract.

Envisioned as a multi-purpose business center buffered by open spaces and restricted by architectural controls and binding covenants, the development will provide a mixture of highway commercial (HC), general commercial (GC), limited industrial (LI), and residential uses.

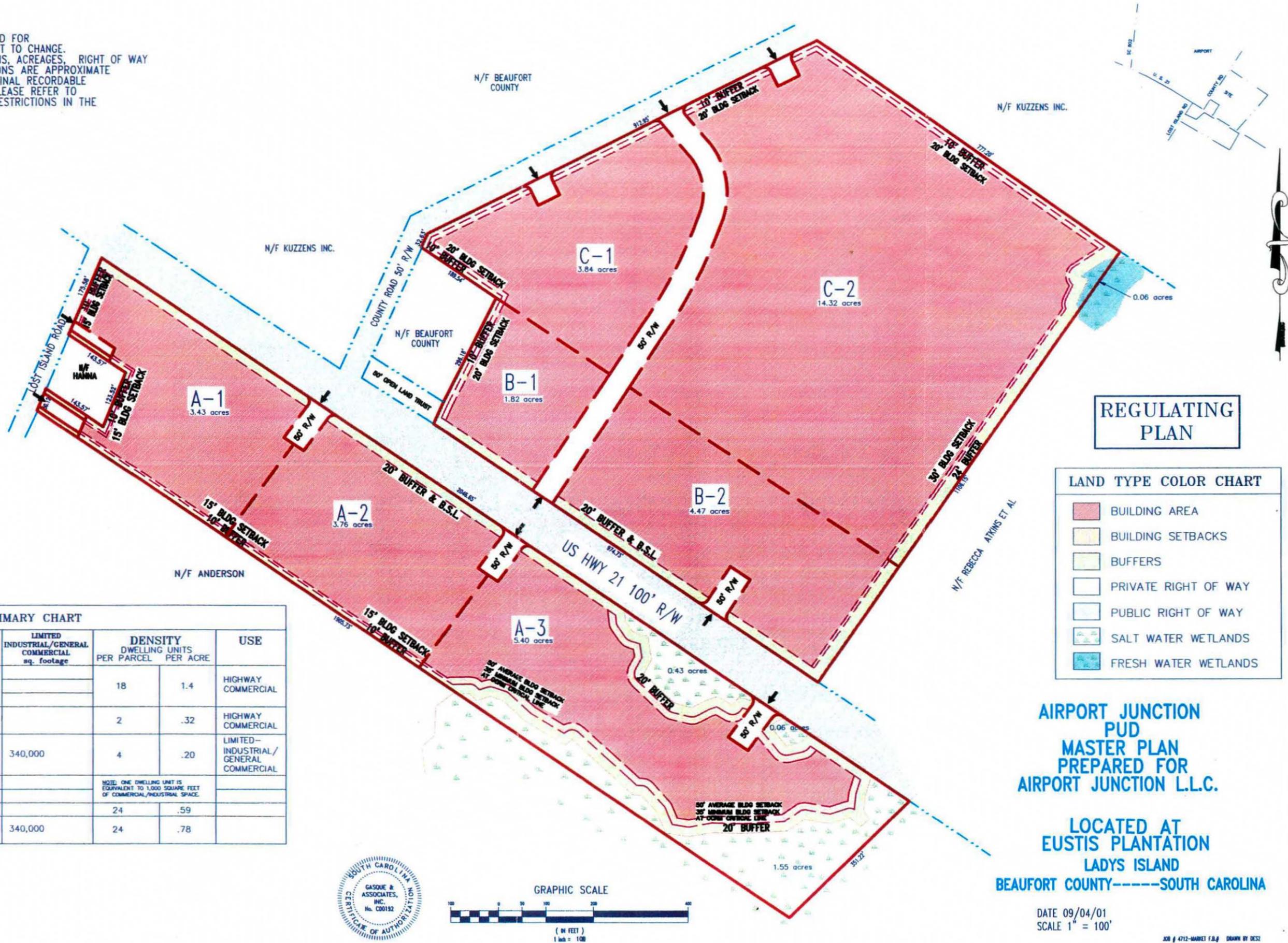
Current conceptual design for Parcels A-1,2,3 (15.22 acres) and Parcels B-1,2 (6.29 acres) calls for multistory structures encompassing different uses on separate levels, retail and commercial on first floor areas with office and residential uses on upper levels. A variety of uses – including, but not limited to, factory outlet stores, professional offices, retail shops, food establishments, artists' studios, hotel/motel, and “live-work” residential lofts -- will share open spaces and vehicular and pedestrian access ways that will be interwoven into an overall cohesive plan.

The northernmost portion of the property (Parcels C-1 and C-2) encompasses 18.57 acres and is planned as a limited industrial/commercial park, providing light industrial building space, office warehouses, warehouse storage facilities, as well as commercial uses.

NOTE: The Airport Junction PUD Master Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers, innovations in the techniques of development, changing financial conditions, or the safety, health, and welfare of the public. Any depicted property lines, tract dimensions, acreages, right of way locations, or narrative descriptions are approximate and subject to adjustment. For specific commitments, refer to recorded plans, covenants, and restrictions in the office of Beaufort County RMC. [See Section 24 of the Development Agreement.]

NOTE:
THIS MASTER PLAN HAS BEEN PREPARED FOR AIRPORT JUNCTION L.L.C. AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

NOTE:
THIS PLAN IS THE PROPERTY OF AIRPORT JUNCTION L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF AIRPORT JUNCTION L.L.C.



REGULATING PLAN

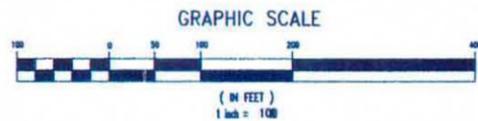
LAND TYPE COLOR CHART

	BUILDING AREA
	BUILDING SETBACKS
	BUFFERS
	PRIVATE RIGHT OF WAY
	PUBLIC RIGHT OF WAY
	SALT WATER WETLANDS
	FRESH WATER WETLANDS

LAND USE SUMMARY CHART

PARCEL	ACREAGE	HIGHWAY COMMERCIAL sq. footage	LIMITED INDUSTRIAL/GENERAL COMMERCIAL sq. footage	DENSITY DWELLING UNITS PER PARCEL PER ACRE		USE
A-1	3.43 ACRES			18	1.4	HIGHWAY COMMERCIAL
A-2	3.76 ACRES	150,000				
A-3	5.40 ACRES					
B-1	1.82 ACRES	100,000		2	.32	HIGHWAY COMMERCIAL
B-2	4.47 ACRES					
C-1	3.84 ACRES		340,000	4	.20	LIMITED-INDUSTRIAL/GENERAL COMMERCIAL
C-2	14.32 ACRES					
OPEN SPACE	8.17 ACRES			NOTE: ONE DWELLING UNIT IS EQUIVALENT TO 1,000 SQUARE FEET OF COMMERCIAL/INDUSTRIAL SPACE.		
R/W	1.75 ACRES					
GROSS	40.83 ACRES			24	.59	
NET	30.91 ACRES	250,000	340,000	24	.78	

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1798



**AIRPORT JUNCTION
PUD
MASTER PLAN
PREPARED FOR
AIRPORT JUNCTION L.L.C.**

**LOCATED AT
EUSTIS PLANTATION
LADYS ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA**

DATE 09/04/01
SCALE 1" = 100'

EXHIBIT C-6A

THE AIRPORT JUNCTION ILLUSTRATIVE MASTER PLAN

The Airport Junction PUD Illustrative Master Plan is a schematic design based on current planning. It is intended to depict one of several logical scenarios for development of the Airport Junction Tract. It is conceptual only. The developer reserves the right to modify this plan. [See Section 24 of the Development Agreement.]



LOCATION MAP
N.T.S.

NOTICE:
This illustrative masterplan is conceptual only. It is a schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers; innovations in the techniques of development; changing financial conditions; or the safety, health, and welfare of the public.

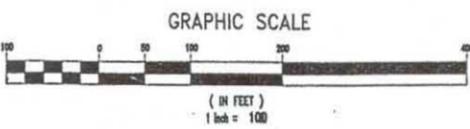


LAND USE SUMMARY CHART						
PARCEL	ACREAGE	HIGHWAY COMMERCIAL SQUARE FOOTAGE	LIMITED INDUSTRIAL/GENERAL COMMERCIAL SQ. FT.	DENSITY Dwelling Units		USE
				per parcel	per acre	
A-1	3.43	150,000		18	1.4	Highway Commercial
A-2	3.76					
A-3	5.40					
B-1	1.82	100,000		2	.32	Highway Commercial
B-2	4.47					
C-1	3.84		340,000	4	.20	Limited-Industrial/General Commercial
C-2	14.32					
Open Space	8.17		Note: One Dwelling Unit is equivalent to 1000 square feet of commercial/industrial space.			
R/W	1.75					
Gross	40.83			24	.59	
Net	30.91	250,000	340,000	24	.78	

THIS PLAN IS THE PROPERTY OF AIRPORT JUNCTION LLC AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF AIRPORT JUNCTION LLC

NOTE:
THIS MASTER PLAT HAS BEEN PREPARED FOR AIRPORT JUNCTION LLC AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

The figures presented in the above chart represent maximum dwelling units for the Airport Junction Tract according to current planning, as well as maximum square footage computations for Highway Commercial, General Commercial, and Limited Industrial space. The Tract has 40.83 acres. The number of dwelling units shall not exceed 24. The total square footage of Limited Industrial, General Commercial, and Highway Commercial building space shall not exceed 590,000 square feet.



ILLUSTRATIVE MASTER PLAN
AIRPORT JUNCTION
PUD
PREPARED FOR
AIRPORT JUNCTION LLC.

Don M. Guscio
Landscape Architect
ROUTE 2 BOX 197
HILTON HEAD ISLAND, S.C.
29926
(843) 757-3855 FAX (843) 757-5555

DATE 09/04/01
SCALE 1" = 100'

EXHIBIT D-7

THOROUGHFARE STANDARDS

Private Roads. Right-of-Way and Pavement Widths

The Hanover Park street system will be constructed by the Developer to City of Beaufort standards. They may remain private or may be dedicated to the City of Beaufort or to Beaufort County. All streets will be designed by a Professional Engineer licensed in the State of South Carolina with experience in roadway design and will be engineered to meet the paving, safety, and drainage goals of the City. They shall have a surface designed for the soil conditions. Low speed limits and traffic mitigation devices may be employed.

There may be several types of streets, including, but not limited to, the following:

Type	Pavement Width	Right of Way Width
Road	22 feet	60 feet
Drive	20 feet	50 feet
Alley	10 feet	20 feet
Pedestrian Path	5 feet	12 feet

Street Sections

The street sections may include, subject to approval by the City, the following types:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) cross slopes
- d) pervious paving (all weather surface)

The actual design will be based on use and site specific conditions.

EXHIBIT C-8

ROADWAY PLAN

Access and Streets

Extensive internal road circulation will be provided within the development.

Roadways will be commonly owned and maintained by a Community Association, unless dedicated to the City of Beaufort.

The PUD Master Plan has been reviewed by the South Carolina Department of Transportation (SCDOT).

- 1. The project is accessed from U. S. Highway 21; Airport Circle; and Lost Island Road.**
- 2. The project encompasses approximately 975' of frontage on the north side and approximately 1698' of frontage on the south side of U. S. Highway 21.**
- 3. The project borders both sides of Highway 21. Four SCDOT-permitted entrances have been installed on Highway 21. The project will have five main entrances on Highway 21, plus two on Lost Island Road and three on Airport Circle.**
- 4. The project will have approximately 1.0 miles of roads.**

[Proposed roads displayed on the PUD Master Plan are schematic and conceptual only.]

EXHIBIT C-9

PARKING AND LOADING REQUIREMENTS

Common parking areas will allow for the natural cycle of varying land uses in the mixed use project to work together and reduce the required parking spaces needed:

1) the peak parking demand for varying land uses occur at different times. Office spaces require more parking during the day while restaurants and hotels have a higher peak demand in the evening. The parking demands also vary by days of the week as well as months of the year. Because of this, the parking calculations must reflect the demand patterns of the mixed uses rather than adding the demand of individual uses together.

2) Mixed use developments encourage multipurpose trips. This allows for a single parking space to be shared by multiple uses. This allows uses in the development to share parking without conflict which results in a fewer number of required parking spaces.

Parking Analysis

Off-Street Parking:

Land Use:	Spaces required:
<u>Residential</u>	
Single family	1 per unit
Multi-family	1 per unit
<u>Institutional</u>	
Buildings	1 per 400 square feet

Office/Commercial

Offices	1 per 333 square feet
Retail	1 per 300 square feet
Motel, Inn	1 per accommodation
Other	1 per 333 square feet

Industrial

Warehouse	1 per 10,000 sq. ft., minimum
Office	1 per 333 square feet

Note: Two or more individual uses may utilize a joint or combined area in order to comply with off-street parking requirements, provided that the total number of spaces available in such combined area is not less than 20% less than the total sum of spaces otherwise required for the individual uses separately computed. Uses with different hours of operation not conflicting may share parking spaces.

Particular Parking Specifications: Excluding aisles, maneuvering space, turnaround space, and drives, each required off-street parking space shall be not less than 9 feet in width and 18 feet in length. No off-street parking or maneuvering area shall be located in any public right-of-way. All off-street parking is subject to review by the ACC. A scaled drawing or layout of all required parking areas will be part of the submittal package required by the ACC.

Parking spaces 90 degrees to the travel way aisle shall not be less than 9 feet in width and 18 feet in length. The paved length of a parking stall may be reduced to 17 feet providing that curbing or anchored concrete wheel stops are furnished at the edge of paving to allow the front of the vehicle to overhang the landscape area.

Angled parking spaces positioned at other than 90 degrees to the aisle travel way shall be dimensioned in accordance with recognized standard criteria.

Other Parking Design Considerations. Landscaping of parking areas will strive to achieve both physical comfort through shading and a pleasant

visual experience. A minimum of one shade tree for every sixteen parking spaces will be provided.

Lighting. Parking lots and vehicular use areas may be lighted; however, such shall not illuminate, nor cast glare into neighboring properties. Lighting fixtures shall be part of the overall project design and will require approval by the ACC and be subject to Beaufort County Aviation Board review and City of Beaufort Corridor Development Board (or its successor) standards.

Screening. All parking lots and vehicular use areas, and loading areas may be screened from all abutting properties at the discretion of the ACC and shall comply with current City of Beaufort parking lot standards.

Interior Landscaping. Interior areas of parking lots shall be governed by the ACC and shall comply with City of Beaufort landscaping standards for parking lots, with the understanding that Airport Junction could be subdivided into various parcels and that flexibility within the ordinance pertaining to internal landscape buffers and setbacks will be necessary for a successful and functional project.

Existing Vegetation. The natural landscape may be preserved at the discretion of the ACC.

Loading Requirements: The ACC shall determine the necessity, if any, and number of loading spaces. If the ACC determines that loading spaces are required, it shall have full authority to determine all design attributes related thereto, including size, number, location, screening, landscaping, lighting, surface and configuration.

Off Street Loading Restrictions:

Loading areas, where required by the ACC, shall be adequate so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public or private street, alley or other way. There shall be one loading space per 25,000 square feet of building space.

EXHIBIT C-10

LADY'S ISLAND COMMERCIAL PARK PUD DOCUMENT

The following PUD document was approved by Beaufort County Council on April 13, 1994.

LADY'S ISLAND AIRPORT COMMERCIAL PARK*

P.U.D.

APPROVED BY BEAUFORT COUNTY COUNCIL

1994

***Renamed Airport Junction PUD (2001).**

MEMO TO: MR. CHARLES GATCH, BEAUFORT COUNTY PLANNING COMMISSION
 FROM: FRED TRASK
 RE: PROPOSED REVISIONS TO LADY'S ISLAND AIRPORT COMMERCIAL PARK PUD (REZONING)
 DATE: APRIL 13, 1994

Following is a summary -- including proposed revisions -- of the setback and buffer minimums, and building square footage maximums, described in the PUD narrative.

The purpose of the proposed revisions is to better serve the practical needs of the development while maintaining aesthetic and environmental quality.

In every instance, whether "current" or "proposed," the standards contained herein either equal or exceed the regulative severity of the DSO.

Please note: Revisions are indicated in the following table in bold print with an asterisk (*):

STANDARDS:	CURRENT (2/21/94)	PROPOSED (4/13/94)	REASONS FOR CHANGE
<u>Setbacks</u>			
North of Transfer Station	50'	*30'	(borders "dump")
South of Tracts B/C boundary	50'	*20'	(internal boundary)
North of Tracts B/C boundary	50'	*20'	"
North of Tract C	50'	*30'	(borders Six L's)
Highway 21	75'	75'	(no change)
East of Tract C	50'	50'	"
Airport Road	50'	50'	"
Coastal Council crit. line	50'	50'	"
East of Tract B	30'	30'	"
West of Tract B	30'	30'	"
West of Tract A (n/f Hanna)	30'	30'	"
<u>Buffers</u>			
West of Tract A (n/f Hanna)	20'	*24'	(increased 4 ft.)
South of Tracts B/C boundary	15'	*10'	(internal boundary)
North of Tracts B/C boundary	15'	*10'	"
Coastal Council crit. line	50'	*20'	(ample buffer exists)
West of Tract B	30'	30'	(no change)
North of Transfer Station	30'	30'	"
Highway 21	20'	20'	"
Airport Road	20'	20'	"
East of B	24'	24'	"
East of C	24'	24'	"
North of C	24'	24'	"
<u>Building maximums (sq. ft.)</u>			
Tract A	120,000	*140,000	Possible: 150,000
Tract B	140,000	*150,000	" : 170,000
Tract C	250,000	*300,000	" : 420,000

PROPOSED
LADY'S ISLAND AIRPORT COMMERCIAL PARK
PLANNED UNIT DEVELOPMENT (PUD)
[revised 4/13/94]

TABLE OF CONTENTS

1. Project Introduction
2. Existing Conditions
3. Land Uses
4. Buffers and Setbacks
5. Restrictive Covenants
6. Access
7. Airport Overlay District Disclosure Statement
8. Water and Wastewater Service
9. Electric Service
10. Telephone Service
11. Fire Protection
12. South Carolina Coastal Council Review
13. Conceptual Drainage Plan
14. Departures from Beaufort County Zoning and Development Standards Ordinance

NOTE: THE FOLLOWING NARRATIVE IS BASED ON THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE, SUPPLEMENT 3, #93-25, ADOPTED AUGUST, 1993.

1. PROJECT INTRODUCTION

The applicants propose to establish a master-planned commercial development on approximately 39 acres fronting U. S. Highway 21 and Airport Road on Lady's Island.

Envisioned as a concentrated commercial "node" buffered by open spaces and restricted by architectural controls and binding covenants, the development is planned as an aesthetically-pleasing, mixed-use retail commercial/office warehouse/light industrial park to be developed in phases as growth patterns and economic activity will allow.

A zoning map modification is requested to allow light industrial uses in Tract C, EXHIBIT B, and to provide more flexible, efficient, and sensitive use of the overall property related to such issues as drainage, setbacks, buffers, and lot size.

2. EXISTING CONDITIONS

The subject property has been actively used in silviculture for the past twenty years. Tree coverage is pine and assorted hardwoods. Low-growing vegetation is typical of the South Carolina lowcountry. The land is flat, elevation approximately seven feet above mean sea level.

The property is shown on a plat (EXHIBIT A). The plat contains the following information:

- a) location map
- b) boundary and dimensions
- c) existing streets and highways
- d) adjacent property owners
- e) fresh water wetlands (U..S. Army Corps of Engineers)
- f) South Carolina Coastal Council critical line

The property adjacent to Tracts B and C, EXHIBIT B, is zoned General Commercial DISTRICT (GCD) and consists of the following:

- a) Beaufort County solid waste transfer station
- b) Six L's (Kuzzens) packing house
- c) Six L's (Kuzzens) tomato processing plant and warehouse
- d) Lady's Island Airport
- e) an undeveloped strip of commercially-zoned land (Atkins)

The acreage adjacent to Tract A, EXHIBIT B, is zoned General Commercial District (GCD) (Henry, formerly Hanna) and Development District (DD) (Anderson).

Freshwater wetlands on the subject property were delineated by Sabine and Waters, Inc. (Summerville, S. C.) and surveyed by Gasque and Associates (Beaufort, S. C.) in the summer of 1993. The U. S. Army Corps of Engineers verified the "wetland determination" for this property in a letter dated October 12, 1993 (EXHIBIT C).

3. LAND USES

Commercial (Tracts A and B, EXHIBIT B):

A neighborhood shopping mall atmosphere will be encouraged on the approximately 10 acre northern commercial tract (Tract B) with a collection of stores, open spaces, and pedestrian access ways being interwoven to enhance an overall cohesive plan. Total building area in this tract shall not exceed 150,000 square feet.

On the 13 acre tract (Tract A) located on the south side of Highway 21, gift shops, factory outlet stores, retail shops, offices, food establishments, and art studios are envisioned, including limited residential space for commercial occupants. A separate service driveway is available to the rear of the site. Total building area in Tract A shall not exceed 140,000 square feet.

Uses in commercial areas in Tracts A and B are to be limited to those allowable in the General Commercial District [GCD] of the Beaufort County Zoning Ordinance #93 -25, Supplement #3, Section 4.11.2 -- 4.11.4, dated August, 1993.

Light Industrial (Tract C, EXHIBIT B):

The northernmost portion of the subject property (Tract C, approximately 15 acres) is planned as a well-buffered light industrial/office park area to include all uses allowable in the Light Industrial District (LID) of the Beaufort County Zoning Ordinance #93 - 25, Supplement #3, Section 4.12.1 -- 4.12.3, dated August, 1993.

A central warehouse of 75,000 square feet (to serve the adjacent shopping mall and factory outlet area) is envisioned to be the core element of the "Light Industrial Park," with satellite uses related to Lady's Island Airport. Total building space in this tract shall not exceed 300,000 square feet.

4. BUFFERS AND SETBACKS

Buffers: A twenty foot (20') landscaped buffer is planned along Highway 21 (Tract B, EXHIBIT B), within which a leisure trail easement is proposed to provide pedestrians and bicyclists access to the adjacent Open Land Trust Conservation/Preservation corridor. A twenty (20') foot landscaped buffer will be maintained along Highway 21 (Tract A) and Airport Road (Tract C). A twenty (20') foot buffer shall be established between Tract B and Tract C (i.e., 10' northward and 10'southward of the Tract B/ Tract C boundary line).

A twenty four (24') foot buffer of undisturbed vegetation will be provided along the eastern boundaries of Tracts B and C; the northern boundary of Tract C; and along the western boundary of Tract A (where it borders property formerly owned by Hanna).

There shall be a thirty (30') foot buffer of undisturbed vegetation where Tracts B and C border the Beaufort County Solid Waste Transfer Station.

Where Tract A borders South Carolina Coastal Council critical areas, there shall be a twenty (20') foot buffer.

Buffering along the border of the fifty (50') foot access easement on the southern boundary of Tract A shall be in accordance with Section 5.2.9.(A) of the Beaufort County Development Standards Ordinance (Supplement 3, Ordinance 93 - 25, dated August, 1993).

Setbacks: All commercial buildings shall be required to setback a minimum of fifty (50') feet from the PUD perimeter (as "perimeter" is described in the referenced Beaufort County DSO, Section 5.2.9. [D]), with the exception of the following: the setback shall be seventy five (75') feet along Highway 21; thirty (30') feet from the southeastern and southwestern boundaries of Tract B; thirty (30') feet from the northern boundary of Tract C; thirty (30') feet from the western boundary of Tract A (where it borders property formerly owned by Hanna).

All commercial buildings shall be required to setback a minimum of fifty (50') feet from the South Carolina Coastal Council critical line.

There shall be a twenty (20') foot building setback from the boundary line separating Tract B from Tract C.

All other requirements for setbacks shall be as outlined in the referenced Beaufort County DSO, Section 5.2.9. (A).

5. RESTRICTIVE COVENANTS

The retail park/commercial area fronting the north and south sides of Highway 21 (Tracts A and B, EXHIBIT B) will be subject to restrictive covenants to control architectural color and design, building placement, landscaping, lighting, and the arrangement of parking areas.

In all Tracts (A, B, and C) signage is to be specifically reviewed for compatibility, and service areas and collection points are to be placed in the least obtrusive locations.

In all Tracts, specific site lighting plans will be subject to Beaufort County Aviation Board review. Lighting will be shielded so as not to pose a hazard to aviation. Lighting restrictions will be expressed as a covenant in all deeds conveying portions of the subject property.

6. ACCESS

The project encompasses approximately 975 feet of frontage on the northern side and approximately 1698 feet of frontage on the southern side of U. S. Highway 21. Curb cuts along U. S. 21 are to be spaced 500 feet apart. Three curb cuts are planned along Airport Road (EXHIBIT D). With the proposed widening of U. S. 21, the developers are working closely with the South Carolina DOT.

The proposed access to the southeast entrance to Tract A, EXHIBIT B, will not be constructed across the South Carolina Coastal Council critical area in that location unless the critical area is eliminated by the widening of U. S. 21, or unless an acceptable mitigation plan is approved by the appropriate review agencies.

Internal road circulation will be provided within the development. Roadways will be commonly owned and maintained by a Property Owners Association (POA).

7. AIRPORT OVERLAY DISTRICT DISCLOSURE STATEMENT

A disclosure statement, having been reviewed by the Beaufort County Aviation Board and approved by the Beaufort County Development Review Committee, shall be plainly posted on every plat and deed related to the subject property, indicating the following: This property is located in an Airport Accident Potential and Noise Zone and is subject to the conditions and requirements of the Beaufort County Airport Overlay District (AOD).

8. WATER AND WASTEWATER SERVICE -- (Beaufort Jasper Water and Sewer Authority (EXHIBITS B1, E, F, AND G).
9. ELECTRIC SERVICE -- (South Carolina Electric and Gas -- EXHIBIT H).
10. TELEPHONE SERVICE -- (United Telephone Company -- EXHIBIT I)
11. FIRE PROTECTION -- (Lady's Island Fire District -- EXHIBIT J)
12. SOUTH CAROLINA COASTAL COUNCIL REVIEW -- EXHIBIT K
13. CONCEPTUAL DRAINAGE PLAN -- EXHIBIT K1
14. DEPARTURES FROM BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE

<u>Topic</u>	<u>Allowed/Required</u>	<u>Proposed</u>
Landscaping:	1 tree per 8 spaces, foundation, 8' strip	will be requiring shade trees in parking areas (2 trees per 8 spaces), and central courtyard concept, and foundation planting
Airport Overlay District:	60' bldg. height	50' bldg. height (as measured from existing grade)
Tract C (EXHIBIT B):	General Commercial	Light Industrial
Open Space:	15%	more than 20%
Signage:	80 sq. ft. per site	20 sq. ft. per tenant 40 sq. ft. per site
Drainage:	individual retention/detention per site	centralized, with lagoon for employee "park"
Setbacks:	10' to 75'	75' bordering U.S. Highway 21. 50' bordering Airport Road; the eastern portion of Tract C; the Coastal Council critical line. 30' bordering all remaining PUD perimeters. 20' from Tracts B/C boundary line.
Screening:	10'	20'-24' and planting

DATE APPLICATION ACCEPTED: 2-8-94	RECEIVED BY:	FILING FEE:	RECEIPT #:	PROJECT TYPE: PLANNED UNIT DEVELOPMENT	
PROJECT NAME: LADY'S ISLAND AIRPORT COMMERCIAL PARK			PROPERTY OWNER NAME, ADDRESS Fred G. Trask TELEPHONE: 524-4120		
APPLICANT (DEVELOPER) NAME, ADDRESS FRED G. TRASK c/o Don Quiscio Rt 2 Box 197 Hilton Head I., S.C.			PROPOSED DENSITY: SINGLE FAMILY MULTI FAMILY OVERALL		
PROJECT LOCATION LADY'S ISLAND AIRPORT vicinity	DISTRICT# 200	MAP#: 18	LAND AREA (TOTAL) ACRES 39±	LAND AREA (COMM) ACRES 39±	S/F LOTS X
	PARCEL# 215/54		LAND AREA (RES) X	LAND AREA (OTHER) X	M/F LOTS X

- PRELIMINARY APPLICATION INFORMATION REQUIRED -

<input checked="" type="checkbox"/> SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S) <input checked="" type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION <input checked="" type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS <input checked="" type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS (NAME NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> EXISTING DRAINAGE FACILITIES, CANALS, DITCHES & WATER COURSES ON AND ADJACENT TO PROPERTY <input checked="" type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES & WETLANDS ON & ADJACENT TO PROPERTY <input checked="" type="checkbox"/> ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UNDEVELOPED, OR COMMERCIAL, ETC.) <input checked="" type="checkbox"/> EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON & ADJACENT TO PROPERTY <input checked="" type="checkbox"/> EXISTING BUILDINGS, STRUCTURES AND FACILITIES ON DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> SEAL OF REGISTERED ENGINEER <input checked="" type="checkbox"/> MUNICIPAL OR COUNTY BOUNDARY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY <input checked="" type="checkbox"/> NARRATIVE DESCRIBING THE INTENT AND SCOPE OF THE PROJECT <input checked="" type="checkbox"/> PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS <input checked="" type="checkbox"/> PROPOSED STREET RIGHT-OF-WAY WIDTH TOTAL MILES PROPOSED <input checked="" type="checkbox"/> PROPOSED STREET NAMES	<input checked="" type="checkbox"/> PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER OPEN SPACE, AMENITIES P.O.A. <input checked="" type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS <input checked="" type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE & LANDSCAPED AREAS <input checked="" type="checkbox"/> SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT) <input checked="" type="checkbox"/> TOPOGRAPHIC SURVEY waived <input checked="" type="checkbox"/> PRELIMINARY STORMWATER DRAINAGE PLAN <input checked="" type="checkbox"/> PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN <input checked="" type="checkbox"/> PROPOSED PHASING <input checked="" type="checkbox"/> BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOP. DISTRICT) <input checked="" type="checkbox"/> PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA TYPE OF USE & DENSITY (RESIDENTIAL) EACH AREA <input checked="" type="checkbox"/> PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY <input checked="" type="checkbox"/> HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS <input checked="" type="checkbox"/> OTHER AGENCY PRELIMINARY COMMENTS OR APPROVALS ON ELEMENTS OF THE PROPOSED DEVELOPMENT OVER WHICH SUCH AGENCIES HAVE PERMITTING AUTHORITY (US ARMY CORPS OF ENGINEERS, SC COASTAL COUNCIL, FIRE DISTRICT AND BOARD OF ADJUSTMENTS)
COUNTY COUNCIL ACTION: APPROVED DATE _____ DISAPPROVED DATE _____ COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN _____ SCDH&PT ENCROACHMENT PERMIT _____ FIRE OFFICIAL APPROVAL _____ DATE OF PUBLIC NOTICE _____ DATE OF SCHEDULED REVIEW _____ DATE OF PRELIM. APPROVAL _____	
APPLICANT'S SIGNATURE <u>Fred G. Trask</u> DATE: <u>2-8-94</u> LANDOWNER'S SIGNATURE <u>Fred G. Trask</u> DATE: <u>2-8-94</u>	

BEAUFORT COUNTY, SOUTH CAROLINA
PROPOSED ZONING/DEVELOPMENT AMENDMENT

To: The Chairman and Members, Beaufort County Council

The undersigned hereby respectfully requests that the Beaufort County Zoning/Development Ordinance be amended as described below:

1. This is a request for a change in the: (Check as appropriate)
 Zoning Map Designation () Zoning/Development Text

2. Give exact information to locate the property for which you propose a change: Tax District No. 200
Tax Map No. 18 Parcel No. 54/215
Square feet or acres of subject property: 39 ± acres

3. How is this property presently zoned? (Check one.)
() CPD () RDD () DD () GR-4 () GR-8
() GR-12 () GR-16 () GR-20 () NPD-1
() NPD-2 () NPD-3 () NPD-4 () NCD GCD
() RAD () RCD () ID () PUD () LID

4. What new zoning do you propose for this property? _____
(Under Item 8 explain why this area should be rezoned as you propose.) P.U.D.

5. Do you own all of the property proposed for this zoning change? Yes () No
If NO, give location of the property involved which applicant does not own and name and address of the/those owner(s): _____

6. If this request also involves a proposed change in the Zoning/Development Ordinance Text, which section(s) will be affected: Sections _____

7. Explain proposed text change and reasons therefore in Item 8.

8. Explanation: _____

(Continue on separate sheet)

Is this property subject to an overlay district? Check those which may apply:

() BDOD () FHOD () AOD () HPOD () HCOD

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the applicant.

Don M. Cuscio agent for Fred G. Trask
Signature of applicant 12-7-93
Date

Printed Name Don M. Cuscio agent for Fred G. Trask

Address RT 2 BOX 197 HILTON HEAD ISLAND, S.C

Telephone Number 757-3855

- BDOD - Beach Development Overlay District
- FHOD - Flood Hazard Overlay District
- AOD - Airport Overlay District
- HPOD - Historic Preservation Overlay District
- HCOD - Highway Corridor Overlay District

FOR AMENDMENT REQUESTS WHICH AFFECT DISTRICT ZONING, A POSTING NOTICE MUST BE PLACED ON THE AFFECTED PROPERTY AT LEAST FIFTEEN (15) DAYS PRIOR TO SCHEDULED REVIEW BY THE PLANNING BOARD. THE NOTICE WILL BE PROVIDED BY THE ZONING/DEVELOPMENT OFFICE BUT YOU ARE RESPONSIBLE FOR ITS PLACEMENT ON THE PROPERTY.

Date Notice Provided 12/7/93

Date Received _____ Date Forwarded _____
 Date of Planning Board Review _____
 Date of County Council Action _____
 Approved _____ Disapproved _____ Modified _____

Please submit form as an original and two (2) copies.

Z/DSO-1
(4/90, modified 1/91)

EXHIBIT "A1"

LADY'S ISLAND AIRPORT

EXISTING RUNWAY

56

81.3 AC.

59A

1.75 AC.

59

1.59 AC.

60A

3 AC.

60B

61

3 AC.

54H
0.82 AC.

SIX L'S (KUZZENS)

SIX L'S (KUZZENS) TRACT A

8.72 AC.

SIX L'S

55

2 ± AC

26.88 acres

PARCEL

54

62

6.9 AC.

62A

2.8 AC.

54G
54A
1.52 AC.

HENRY

54D

54E

54E

54F

ATKINS

60

6.61 AC.

7.8 AC.

13.4 acres

US

HWY. 21

PARCEL

215

63

1 AC.

63B

1.5 AC.

64

63A

1 AC.

65

9.60

Anderson

54C

190

191

188

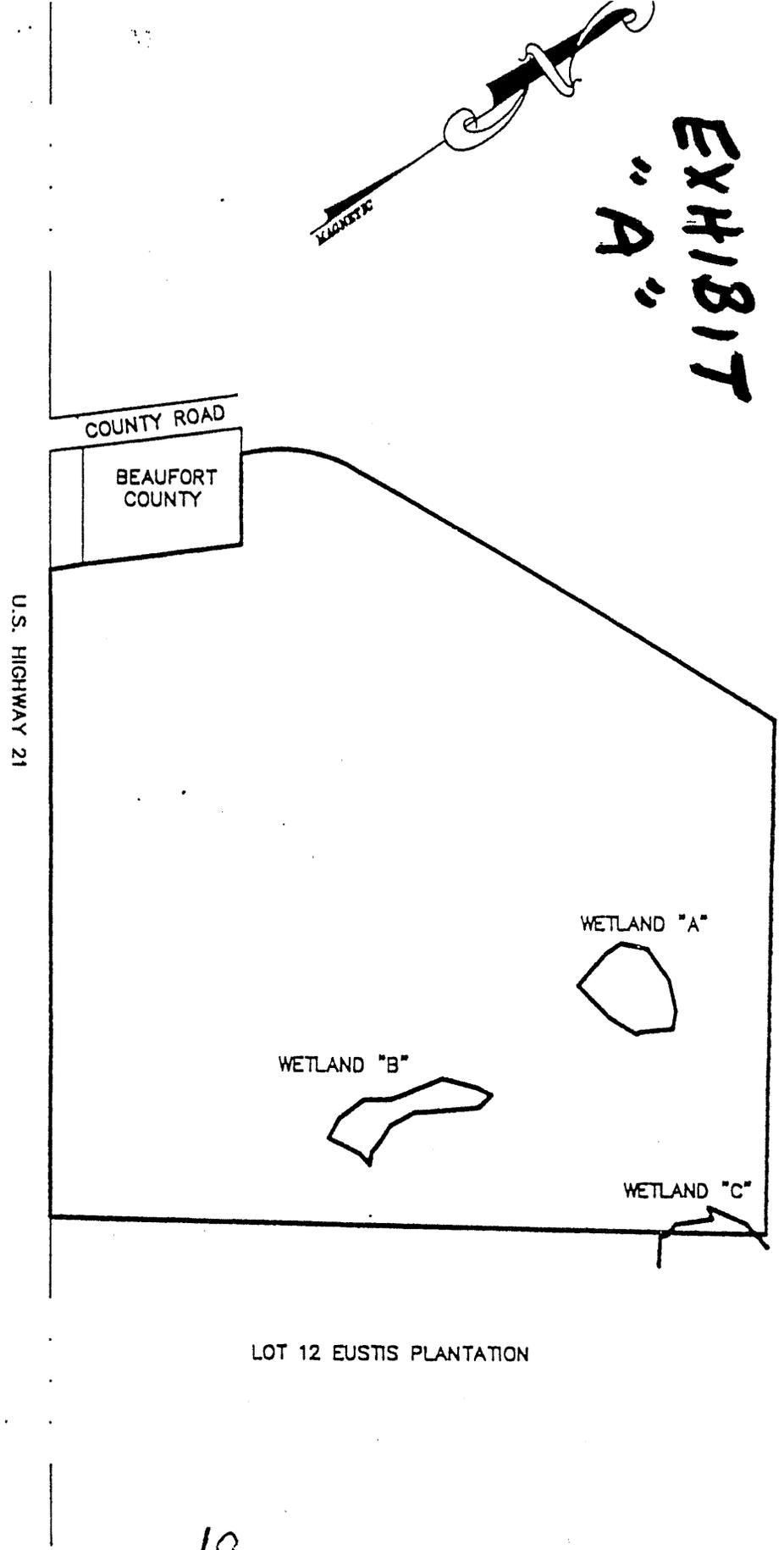
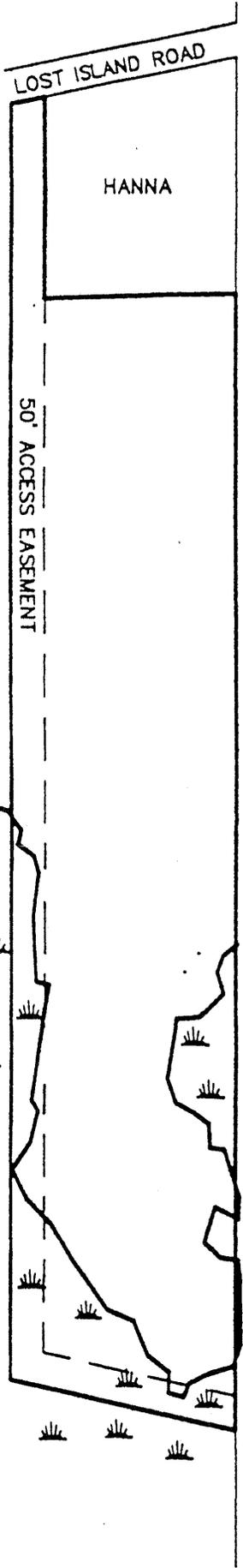
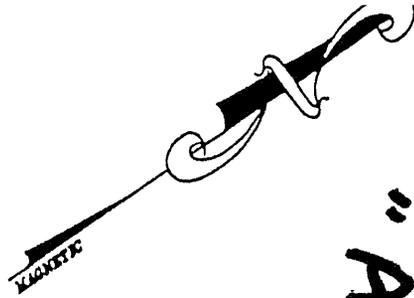
185

184

Act 208
T 18
LS 215/54

798.5

EXHIBIT
"A"

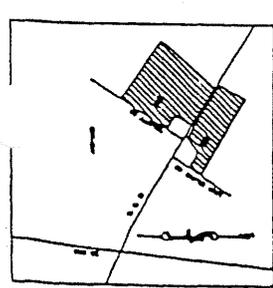


LEGEND:

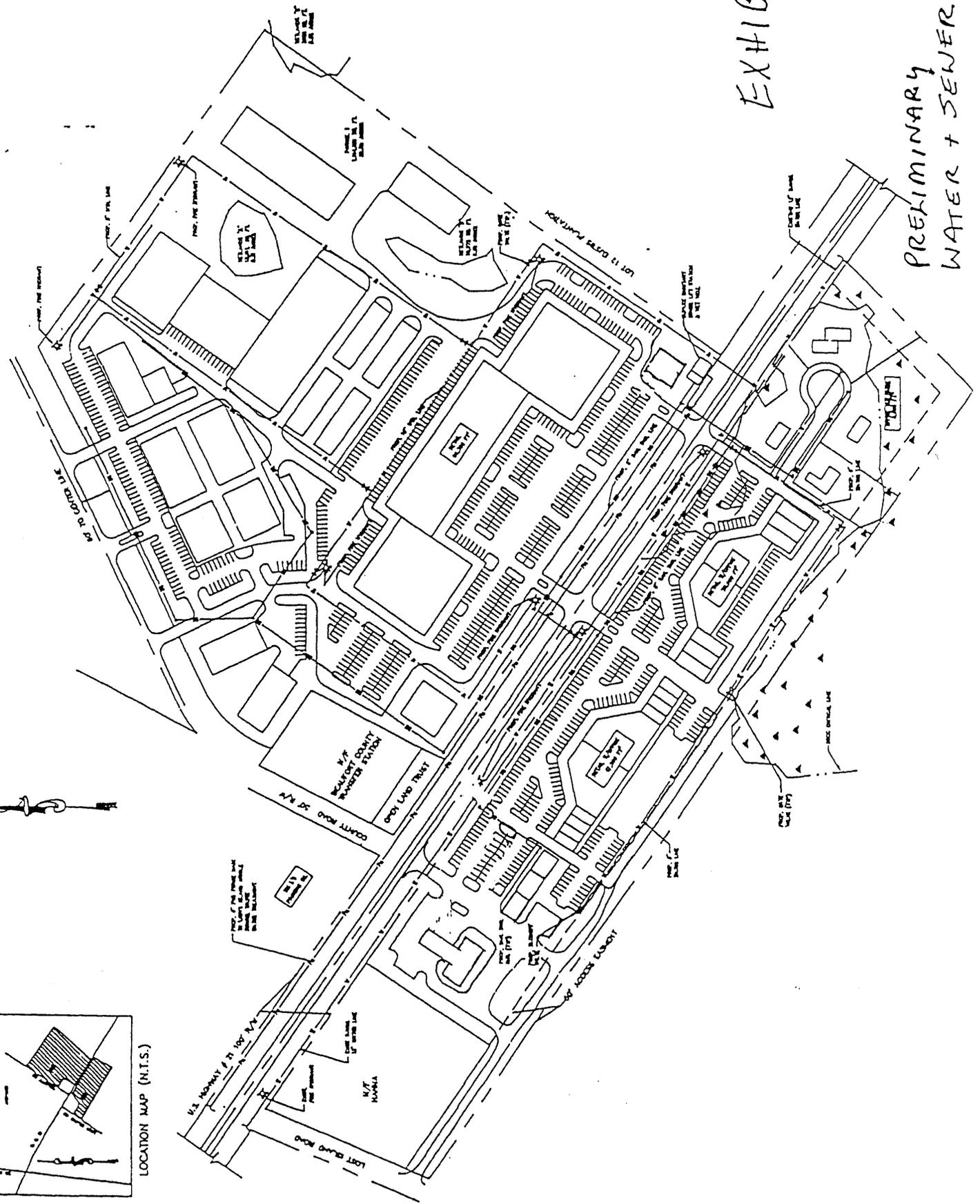
—	Proposed Sewer Line
- - -	Proposed Water Line
—	Proposed Storm Sewer Line
—	Proposed Gas Line
—	Proposed Electric Line
—	Proposed Telephone Line
—	Proposed Cable TV Line
—	Proposed Fire Alarm Line
—	Proposed Security Alarm Line
—	Proposed Other Utility Line

EXHIBIT "B1"

PRELIMINARY WATER + SEWER



LOCATION MAP (N.T.S.)





October 12, 1993

Regulatory Branch

Mr. Ken Smoak
Sabine and Waters
P. O. Box 1072
Summerville, South Carolina 29484

Dear Mr. Smoak:

This is in response to your request on behalf of Mr. Fred Trask, for a wetland determination on property designated as Eustis Plantation, located on Ladys Island, adjacent to U. S. Highway 21, near the City of Beaufort, in Beaufort County, South Carolina.

A review of the plans which you submitted in conjunction with an onsite inspection revealed that the project area does contain areas subject to the jurisdiction of this office, and all of these areas have been accurately indicated on the plat of the property which was provided. This plat, entitled "Plat Showing Part of Eustis Plantation prepared for Fred Trask, Ladys Island, Beaufort County, South Carolina" was prepared by Mr. David E. Gasque, and was dated August 26, 1993. This office should be contacted prior to performing any work in these areas.

Please be advised that this wetland determination is only valid for three (3) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional wetland delineation must be conducted.

In future correspondence concerning this matter, please refer to SAC 81-93-1248(C). You may still need State or Local assent. Prior to performing any work, you should contact the South Carolina Coastal Council. A copy of this letter is being forwarded to the agencies on the enclosed list for their information.

If you have any questions concerning this matter, please contact me at A/C 803-727-4330.

Respectfully,

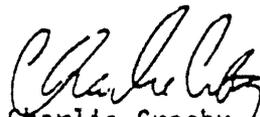

Charlie Crosby
Project Manager

EXHIBIT "C"



SOUTH CAROLINA

DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

BEAUFORT MAINTENANCE
13 Munch Drive
Beaufort, South Carolina 29902
Phone (803) 524-7255

January 4, 1994

Mr. Fred Trask
P.O. Box 1256
Beaufort, SC 29901

Re: Lady's Island Airport Commercial Park

Dear Mr. Trask:

At your request, dated December 21, 1993, this office has reviewed the preliminary location and spacing of entrances (curb-cuts) along route US-21. This project encompasses approximately 975 foot frontage on the Northern side and approximately 1698 foot frontage on the Southern side of US-21.

You propose one (1) entrance on the Southern side of US-21 directly opposite the entrance road to the airport, with four (4) additional entrances, two (2) on each side of US-21 spaced approximately 500 feet apart. Each of these entrances are located directly opposite the entrances on the other side of the thoroughfare. This spacing and location of entrances to line-up access from the opposite side does tend to eliminate the conflict of interlocking left turns.

As we understand, the project is scheduled to be a P.U.D. and therefore has the potential for considerable traffic generation. This section of US-21 being currently a 2-lane facility, it must be noted that roadway improvements (widening) would likely be required to accommodate left turns in the median. Also, the installation of right turn lanes would likely be required. It would also be recommended you consider a frontage road or interconnection of parking lot areas to accommodate internal circulation.

I trust this information will be helpful to developing your project.

With best regards, I'm

Sincerely,

F.A. Glover
Res. Maint. Engr.

EXHIBIT "D"



DEAN MOSS, General Manager

December 17, 1993

Mr. Fred Trask
Post Office Box 1256
Beaufort, South Carolina 29901

Re: Ladys Island TMS 18, Parcels 215 & 54

Dear Mr. Trask:

The purpose of this letter is to confirm the availability of water and sewer to your proposed project on Ladys Island. A water line is in place which will provide you sufficient capacity and fire flow protection. The Authority does have roughly 5,000 gallons of sewer capacity in the Ladys Island Middle School wastewater treatment plant which will accomodate a portion or all depending upon your demands. We do plan to start our planning for a permanent solution to sewer service on Ladys Island next year with construction occurring shortly after the planning is complete.

Should you have additional questions, please do not hesitate to contact me.

Sincerely,

Autie F. Kelley
Assistant to the General Manager

EXHIBIT "E"

15

DON H. FISHER CHAIRMAN	JAMES A. CARLEN, III VICE CHAIRMAN	MICHAEL L. BELL SECRETARY/TREASURER
JOHN L. BALLANTYNE, P.E.	THADDEOUS Z. COLEMAN	C. SCOTT GRABER, ESQ.
JOHN T. GRAVES, JR.	JOHN D. ROGERS	DAVID A. SMITH



DEAN MOSS, General Manager

December 22, 1993

Mr. Fred Trask
P.O. Box 1256
Beaufort, S.C. 29901

Re: Water & Wastewater Availability - Airport Park PUD

Dear Fred:

The Authority has reviewed the master plan for the proposed PUD near the airport. The status of water and wastewater service is shown below:

Water - Service to the PUD will be provided by the 16" water main that is installed on Hwy 21.

Wastewater - PUD flows will be collected and pumped to the proposed regional master pump station to be constructed on Lady's Island near the Hwy 802/21 intersection. Wastewater will be pumped to the expanded St. Helena WWTP for treatment and disposal. Construction of the master pump station and the St Helena WWTP expansion will occur as the demand increases along the Hwy 21 corridor and as existing businesses commit to connecting to the facilities and financing the proposed system. Currently, the Authority operates the LIMS WWTP located near the Oaks Shopping Center and some excess capacity may be available to the proposed PUD in that facility. The Authority will quantify this excess capacity by March 94.

To summarize, water service is currently available and a plan is in place to provide wastewater service. This letter should allow you to obtain your PUD classification. If you have any questions, please give me a call.

Sincerely,

Ed Saxon, P.E.
Chief Engineer

c. Autie Kelly

EXHIBIT "F"

16

DON H. FISHER CHAIRMAN	JAMES A. CARLEN, III VICE CHAIRMAN	MICHAEL L. BELL SECRETARY/TREASURER
JOHN L. BALLANTYNE, P.E.	THADDEOUS Z. COLEMAN	C. SCOTT GRABER, ESQ.
JOHN T. GRAVES, JR.	JOHN D. ROGERS	DAVID A. SMITH

December 7, 1993

Mr. Fred Trask
Post Office Box 1256
Beaufort, SC 29901

RE: Cane Island Development, Parcel A Map 18 Parcel 54 & Parcel B
Map 18 Parcel 215

Dear Mr. Trask:

I am in receipt of your request for preliminary approval of water and sewer service to the proposed referenced developments. The Beaufort Jasper Water & Sewer Authority has agreed to provide water from their existing distribution system and to treat the wastewater once sewerage facilities are available.. Based on this, preliminary approval is granted.

As you know, appropriate permits will have to be issued prior to the initiation of any construction of water and sewer lines.

Should you have any questions or require any additional information, please feel free to call me at (803) 522-9097.

Sincerely,

Penny Cornett
Penny Cornett
District Engineer
Low Country District EQC

Fax Transmittal Memo

		# of Pages
To: Fred Trask	From: Penny Cornett	
Co.:	Co.: SCDEEC	
Dept.:	Phone # 522-9097	
Fax # 522-3559	Fax # 522-8463	

RCPX14

EXHIBIT "G"

17

December 7, 1993

Mr. Fred Trask
PO Box 1256
Beaufort, SC 29901

RE: Service to Map 18, Parcels 215 & 54

Dear Sir:

South Carolina Electric & Gas Company will be able to provide underground electric service to the above referenced development. Costs associated with providing underground service will be determined when a finalized plat is submitted to our office for engineering.

Please submit a plat of this development **at least two months prior** to the construction date so that all engineering requirements can be met.

Service will be installed on an "as needed" basis according to the existing sales policy at the time of construction.

We will be looking forward to working with you on this project. If we may be of any further assistance, please don't hesitate to call our office.

Sincerely,



Charles C. Moore, Associate Manager
Operations & Construction

CGM/eud

c: File

EXHIBIT "H"

December 7, 1993

Fred Trask
P. O. Box 1256
Beaufort, South Carolina 29901

Re: Map 18, Parcels 215 and 54, Lady's Island off US-21

Dear Mr. Trask:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone Company will require two (2) copies of you final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that this office be notified in writing thirty (30) days prior to start of construction.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS



Michael C. West
Senior Engineer

MCW:eh

EXHIBIT "I"

LADY'S ISLAND - ST. HELENA FIRE DISTRICT
Star Rt. 5 Box 58-DD
Beaufort, South Carolina 29902

7 December, 1993

Mr. Fred Trask
P. O. Box 1256
Beaufort, SC 29901

SUBJ: Lady's Island Airport Commercial/Industrial Park

Dear Mr. Trask,

It is my pleasure to confirm to you that the Lady's Island - St. Helena Fire District will provide fire protection for the proposed development as shown on a plat entitled "Lady's Island Airport Commercial/Industrial Park", dated 6 December, 1993, Don M. Gusclo, Landscape Architect.

The development must, of course, satisfy all applicable National, State and Local laws, codes, ordinances, etc., and the developer, Mr. Fred Trask, is responsible for the installation, operation and maintenance costs of any required additional fire hydrants and other external and internal means of water distribution which may be necessary for adequate fire protection. In addition, if the development should create a unique requirement for special fire fighting or life saving equipment which we do not now have or need, such equipment will also have to be procured at the expense of the developer. Periodic inspections and pressure checks of fire hydrants will serve our mutual interest and will be made without cost by the Fire District. The Fire District will also make safety inspections of any structure on request.

My department and I look forward to working with you as your plans develop.

Sincerely,



Clayton R. Ellis, Chief

CC: Mr. Paul Archer, Chairman
LISH Fire Commission

CRE/mme

EXHIBIT "J"

December 7, 1993



Ms. Sandra J. Doerr
Beaufort County Public Works
Rt. 8 Box 274
Beaufort, SC 29902

**SOUTH
CAROLINA
COASTAL
COUNCIL**

RE: Lady's Island Airport
Commercial/Industrial Park
PUD Request

Ashley Corporate Center
4130 Faber Place
Suite 300
Charleston, S.C. 29405
(803) 744-5838
FAX 744-5847

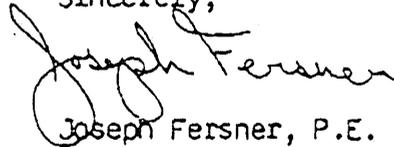
Dear Ms. Doerr:

Kelth M. Kinard
Chairman

H. Wayne Beam, Ph.D.
Executive Director

The staff of the S. C. Coastal Council has reviewed the conceptual master plan for Lady's Island Airport Commercial/Industrial Park and it does meet our conceptual master planning requirements. The Council does not object to Beaufort County proceeding with any PUD status review for this project. However, before any individual planning for phase development or before any construction may occur the Council will require storm water management plan and wetland master plan submittals. The applicant and his agent are aware of these submittal requirements. If you have any questions or comments please do not hesitate to call at 744-5838.

Sincerely,


Joseph Fersner, P.E.

0303P:JJF

cc: Dr. H. Wayne Beam
Mr. Christopher Brooks
Mr. Stephen Snyder
Mr. Don Guscio

EXHIBIT "K"



Printed on Recycled Paper

EXHIBIT C-11

AIRPORT JUNCTION PUD: COUNTY VERSUS CITY STANDARDS

The following table compares and contrasts the Lady's Island Airport Commercial Park PUD (as approved by Beaufort County in 1994) with the Airport Junction PUD application submitted to the City of Beaufort for consideration in 2002:

PUD STANDARD	COUNTY	CITY	NET CHANGE
Residential units	0	24	equivalent
Commercial sq. footage	290,000	250,000	40,000 sq. ft. decrease
Industrial square footage	300,000	340,000	40,000 sq. ft. increase
Open space			No change
Setbacks		frontage setback reduced from 75' to 20'; OCRM critical line setback reduced from 50' to an average of 50' with a 35' minimum	setbacks reduced as stated
Buffers		internal buffer between Parcels B and C eliminated.	internal buffer eliminated

EXHIBIT C-12

AIRPORT JUNCTION COVENANTS AND RESTRICTIONS

The Airport Junction covenants and restrictions will address all applicable issues, including Landscaping and Tree Preservation. Specific covenants and restrictions will be formulated to meet the particular needs and characteristics of the entire Tract and/or each individual Parcel.

EXHIBIT D

HANOVER PARK TRACT

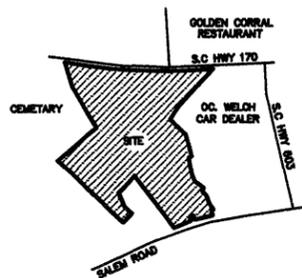
- D-1. Legal Description of Hanover Park Tract**
- D-2. Development Schedule**
- D-3. Land Use Summary**
- D-4. Permitted Uses**
- D-5. Development Standards**
- D-6. Hanover Park PUD Master Plan**
- D-6A. Hanover Park PUD Illustrative Master Plan**
- D-7. Thoroughfare Standards**
- D-8. Roadway Plan**
- D-9. Parking and Loading Requirements**
- D-10. Design Standards**
- D-11. Covenants and Restrictions**

EXHIBIT D-1

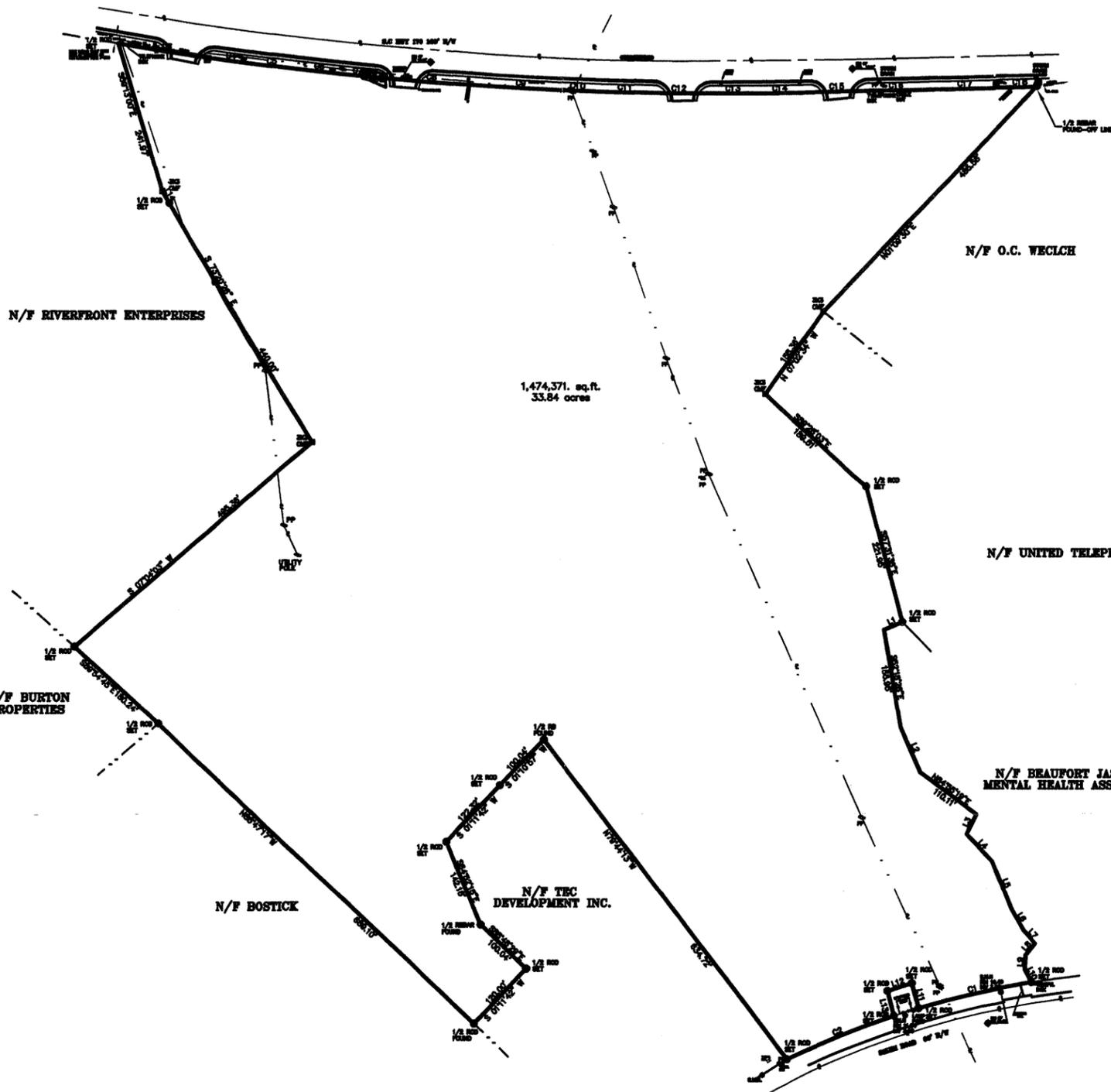
BOUNDARY SURVEY OF HANOVER PARK TRACT

The property is shown on the accompanying plat, entitled:

**'Hanover Park Planned Unit Development Boundary Plat,
prepared for Hanover Park L.L.C.,' City of Beaufort, Beaufort
County, South Carolina, dated 4/18/02, by David E. Gasque,
R.L.S., S. C. Registration Number 10506.**



LOCATION MAP (N.T.S.)



- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
 - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY BEAUFORT COUNTY BUILDING CODES PHONE NUMBER (843)-470-2664.
 - 9.) THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "AS" (ELEV. 13.00) AS DETERMINED BY FEMA FROM COMM. PANEL NUMBER 450025 0060 D. DATED 8/29/86 (INDEX DATED 11/4/92).

- REFERENCES:**
- 1.) BEAUFORT TAX MAP 120-029-0104D,0215,0103,0186
 - 2.) PLAT BY DAVID S. YOUNG DATED AUGUST 16, 1995
 PLAT BY DAVID S. YOUNG DATED MARCH 17, 1994
 PLAT BY DAVID E. GASQUE DATED MAY 8, 1992
 PLAT BY R.D. TROGDON DATED SEPTEMBER 23, 1987

LINE	LENGTH	BEARING
L1	31.58	N42°33'56"E
L2	77.50	S85°10'41"E
L3	34.48	S17°06'52"E
L4	88.18	S89°15'11"E
L5	61.03	S84°05'36"E
L6	38.89	S72°10'12"E
L7	27.87	S62°20'46"E
L8	33.72	S62°20'00"E
L9	22.44	S39°28'26"E
L10	22.79	S89°19'22"E
L11	42.74	S71°12'27"E
L12	38.99	N67°15'22"E
L13	40.43	N67°06'28"E
L14	21.40	S72°20'28"E

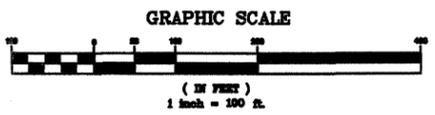
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	181.28	1485.39	80.78	181.17	S34°36'11"W	7°05'17"
C2	182.21	1485.39	81.22	182.09	S35°18'06"W	7°07'27"
C3	183.07	1485.39	81.66	182.95	S36°00'01"W	7°09'37"
C4	50.57	1220.13	25.29	50.57	S82°38'01"W	0°13'58"
C5	79.53	2418.80	38.77	79.53	N64°54'12"E	1°33'08"
C6	68.88	8173.38	34.80	68.88	S64°00'18"W	0°28'18"
C7	48.88	1388.07	24.83	48.88	N53°11'36"E	2°18'20"
C8	183.88	8913.07	81.84	183.88	N62°18'18"E	1°24'38"
C9	68.78	2887.44	48.88	68.78	N59°36'22"E	0°58'58"
C10	78.88	3028.44	38.83	78.88	N58°18'02"E	1°21'14"
C11	68.48	11032.88	34.74	68.48	S48°15'18"W	0°21'38"
C12	100.24	2810.04	50.13	100.23	N48°18'02"E	2°12'02"
C13	68.78	8125.90	34.88	68.78	S47°34'37"W	0°28'10"
C14	78.55	1948.08	38.78	78.54	N48°34'03"E	2°20'18"
C15	68.78	3253.11	48.80	68.78	S48°18'24"W	1°22'02"
C16	68.18	4882.02	44.88	68.18	N48°01'13"E	1°01'28"
C17	124.83	8476.08	82.31	124.83	S48°20'38"W	0°52'57"
C18	48.87	8087.24	24.48	48.87	N48°33'10"E	0°18'24"

NOTE: INFORMATION TAKEN FROM A PLAT DATED 8/2/01, NOT RESURVEYED AS OF 4/18/02.

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify that I have personally supervised the survey shown hereon and that it conforms with the requirements of the minimum standards adopted for the practice of land surveying in South Carolina, and that it complies with the requirements for a CLASSIC survey as specified therein, and there are no encumbrances or objections other than shown. This survey is not valid unless it bears the original signature and has an authorized seal.



David E. Gasque, R.L.S.
S.C. Registration Number 1988



**HANOVER PARK
 PLANNED UNIT DEVELOPMENT
 BOUNDARY SURVEY
 PREPARED FOR
 HANOVER PARK L.L.C.
 CITY OF BEAUFORT
 BEAUFORT COUNTY-----SOUTH CAROLINA**

DATE: 4/18/02 SCALE: 1"=100'

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS - PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (843) 522-1798

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

EXHIBIT D-2

DEVELOPMENT SCHEDULE

The estimated time to full build-out is in excess of fifteen (15) years from this date, justifying an extended term of this Agreement.

Flexibility must be allowed to the Developer as to the exact sequence and timing of individual development phases in recognition of the fact that long term multiple-use developments respond to variable market conditions.

Subsequent phases would occur in increments determined by buyer preferences, market conditions and direction of growth. Although it is not possible to predict with accuracy the exact sequence of the phasing, the following development schedules reflect the expected commencement dates and the currently anticipated interim completion dates for the various phases:

PHASE	EXPECTED COMMENCEMENT DATE	INTERIM COMPLETION DATE
I	2005	2009
II	2007	2010
III	2011	2014
IV	2015	2020

The development to occur pursuant to the above schedules includes the development of the infrastructure, roads, subdivision of lots, facilities and other improvements. The exact order of development, as well as the development phase timing sequence and completion dates may change, at the Developer's discretion. The Property Owner anticipates, without being obligated to complete by said date, that the Project should be complete by December 2020.

EXHIBIT D-3

LAND USE SUMMARY CHART

For purposes of designating specific areas of land use, the Hanover Park Tract has been divided into Parcels. The Parcels are referred to by number in the Land Use Summary Chart below and in the PUD Master Plan (EXHIBIT D-6).

PARCEL	ACREAGE	COMMERCIAL sq. footage	DENSITY (Dwelling units)		USE
			Per parcel	Per acre	
A-1	1.16	25,850	Note: One dwelling unit is equivalent to 300 square feet of commercial building space.		HC (Highway Commercial)
A-2	2.22	38,500			
A-3	2.48	16,250	26	10.5	GC (General Commercial)
B	2.82	31,000			HC
C	4.12	45,000			
D	5.36	107,250	97	18.1	

	<i>Acres</i>	<i>Commercial sq ft</i>	<i>DUs</i>		
E	6.53	115,150	111	16.9	GC/GR
F	3.64	63,900	77	12.3	OC/GR (Office Commercial/ General Residential)
G	2.62	32,000			
Open space	8.46				
Right of Way	2.88				
Gross	33.85	474,900	311	9.2	
Net	22.78	474,900	311	13.65	

The figures presented in the above chart represent acreages and maximum dwelling units for the Hanover Park Tract according to current planning, as well as maximum square footage computations for commercial space. The Tract has 33.85 acres. The number of dwelling units shall not exceed 311. The square footage of commercial building space shall not exceed 474,900 square feet.

EXHIBIT D-4

PERMITTED USES

Land use categories are shown on the Land Use Summary Chart (EXHIBIT D-3) and PUD Master Plan (EXHIBIT D-6). All Parcels within the Tract will be permitted the following uses:

- i. **Agricultural uses and silvicultural uses.**
- ii. **Open Space uses including, but not limited to: all community recreational, agricultural and silvicultural uses listed above; activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM; disposal of reclaimed water as permitted by SCDBEC; outdoor recreation and scenic and natural preservation; erosion control structures; lagoons, ditches, retention/detention areas for drainage systems; stormwater control; easements.**
- iv. **Rights-of-way uses including the following: accessways such as roads, streets, lanes, and alleys; utilities and related facilities including, but not limited to, power, telephone, water, sewer, drainage, telecommunications; landscaping, signage, irrigation, bike trails, paths.**

1. Parcels A1, A2, B, C, and D will be permitted the following uses:

- a) **all uses allowed in Section 5-6051 (HC highway commercial district)**

2. Parcels A3 and E will be permitted the following uses:

- a) **all uses allowed in Section 5-6048 (GC general commercial district)**

3. Parcels F and G will be permitted the following uses:

- a) **all uses allowed in Section 5-6049 (OC office commercial district)**
- b) **all uses allowed in Section 5-6046 (GR general residential district).**

Residential uses shall include accessory uses as outlined in Exhibit B-5.

All uses shall be governed by the Developer and the Community Association through the use of Covenants and the Architectural Control Committee.

EXHIBIT D-5

DEVELOPMENT STANDARDS

Building height

Building height for all structures will be measured from Finished Grade to Mean Roof Height. The maximum building height for all structures shall not exceed 50 feet.

Setbacks

All commercial buildings shall be required to setback a minimum of 15 feet from the PUD perimeter line.

Setbacks from the SCDHEC-OCRM critical line shall be 50 feet for commercial and non-residential uses, 30 feet for single family residential uses, and an average of 50 feet for multi-family residential uses, with a minimum of 35 feet. [Average setback shall be determined by quantifying the setback for each 10 linear foot increment of impervious surface, pervious paved surface, or structure, summing these, and dividing by the number of increments measured. Quantification of each increment of setback shall be approved by the Zoning Administrator.]

Setbacks from U. S. Highway 170 shall vary from 20 to 40 feet, allowing for buildings to be staggered and for side and rear parking.

Setbacks from neighboring properties and roads shall be a minimum of 15 feet; however, bordering property owned now or formerly by Riverfront Enterprises and by Beaufort Jasper Mental Health Association, the setback shall be 20 feet.

Porches and overhangs are encouraged and permitted to encroach over lot lines, provided easements are granted by the property owner encroached upon.

Buffers

There shall be a 20 foot buffer bordering Highway 170.

There shall be a 20 foot buffer bordering Salem Road.

There shall be a 15 foot buffer within the perimeter of the property, bordering all neighboring properties and all roads.

There shall be a minimum 50' buffer bordering the SCDHEC-OCRM line for commercial and non-residential uses.

There shall be a minimum 30 foot buffer bordering the SCDHEC-OCRM line for single family residential uses.

There shall be a minimum 35 foot buffer bordering the SCDHEC-OCRM line for multi-family uses.

[The following structures/activities shall be permitted in the tidal area buffer: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding stormwater ponds), and any other elements linked to the critical area which are permitted by OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines.]

There shall be a minimum 20 foot buffer bordering freshwater wetlands.

There shall be no requirement in this Agreement for internal buffering or screening between different portions of the Real Property, nor shall there be any requirement as to the necessity of, composition of, layout of, and location of any other buffers, bufferyards and screening within the Real Property.

Open space

Hanover Park will provide many types of open space, from landscaped buffer areas to natural marsh preserves. Open space will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site. Open space shall include buffer areas, grassed areas, bike paths, fresh and saltwater wetlands, retention and detention ponds, drainage easements, utility easements, as well as grassed shoulders for streets, alleyways, and roads.

There shall be a minimum of 8.46 acres of open space, totaling a minimum of 25 % of the entire tract.

Landscape Ordinance

Landscaping shall be subject to the City of Beaufort landscaping standards current at the adoption of this ordinance, with the understanding that Hanover Park could be subdivided into various parcels and that flexibility within the ordinance pertaining to internal landscape buffers and setbacks will be necessary for a successful and functional project. [See Article 24 of the Development Agreement.]

Site Parameters for Commercial and Residential Uses

The location of commercial and residential uses are indicated on the PUD Master Plan. See EXHIBIT D-6.

The maximum allowable residential density is 9.2 Dwelling Units per gross acre or 311 dwelling units for the total Tract. The maximum allowable square footage for highway commercial and general commercial use shall be 474,900 square feet.

Dwelling Unit Equivalency

Residential units may be exchanged for unused commercial square footage as follows: 300 square feet of commercial space equals one residential dwelling unit.

Dwelling unit equivalency will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site.

Acreage Adjustments

The acreage depicted on the PUD Master Plans are approximate. In order to maintain the necessary development flexibility, the acreage for the various parcels, open spaces, roads and other areas depicted on the Master Plan may be increased or decreased for planning purposes a maximum of 15%. This flexibility shall include boundary adjustments and final road locations. [See Article 24 of the Development Agreement.]

Net acreage is that acreage which remains after the deduction from total acreage of easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations.

Covenants

The Developer will record in the Beaufort County RMC a Declaration(s) of Covenants. The Declaration of Covenants will address, as necessary, all applicable restriction issues, establish an Architectural Control Committee, and provide for long-term ownership of Common Property by a Community Association. Covenants may be recorded for any phase or portion of the Development. They may function as the basic rules of the Parcels as they relate to the continuity of community interaction. They will be tailored to respond to the different needs and special characteristics of the various Parcels. The Covenants may provide that Design Standards shall be in accordance with the rules, regulations and guidelines as promulgated by the ACC applicable to such Parcel, phase or portion. See Exhibit D-11 for an example of covenants.

Sight Lighting

Project lighting will comply with current City of Beaufort regulations as administered by the Corridor Development Board.

Utility access

All utilities are available to this property.

Fire Access

New buildings will comply with the Current City of Beaufort Building and Life Safety Codes. Final street design will incorporate design turning radii of current (12-01-00) City Fire equipment.

Drainage Requirements/ Storm Water Quality

The Owners and Developers shall abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water. In order to protect water quality of the rivers and creeks, the Owners shall construct storm water drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, Owners commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations.

The SCDHEC/OCRM requires that the first half inch of runoff over the entire site or the first one inch of runoff over the built upon portion of the site, whichever is greater, be stored and released over a twenty four hour period. Hanover Park will be engineered to retain the greater amount required. Storm water runoff for this site will be collected into OCRM approved retention and filtration systems.

Phasing

Hanover Park is planned as a phased development. The Developer proposes to phase-in infrastructure and community facilities in an orderly progression over a period of approximately fifteen years, or as growth patterns and economic activity will allow.

Flexibility is an essential element in the issue of phasing; therefore, the order and configuration of the various phases is subject to change at the discretion of the Developer.

A phase may consist of any Parcel, any part of a Parcel or any combination of Parcels, as shown on the PUD Master Plan.

EXHIBIT D-6

THE HANOVER PARK PUD MASTER PLAN

The purpose of the Hanover Park Planned Unit Development (PUD) Master Plan is the Regulating Plan. It is intended to allow for the development of a high quality, mixed-use development on the Hanover Park Tract.

Buffered by open spaces and restricted by architectural controls and binding covenants, the Hanover Park development will provide a mixture of uses, including highway commercial (HC), general commercial (GC), office commercial (OC), and general residential (GR). This diversity of uses will share open spaces and vehicular and pedestrian access ways that will be interwoven into an overall cohesive plan.

Current conceptual design calls for Highway Commercial uses in Parcels A1, A2, B, C, and D; General Commercial in Parcels A3 and E; and Office Commercial/General Residential in Parcels F and G.

In addition to the normal range of uses appropriate to the Highway Commercial zoning district, Parcels A-D will be planned to accommodate different uses on separate levels, retail and commercial on first floor areas with office and “live-work” (residential) uses on upper levels.

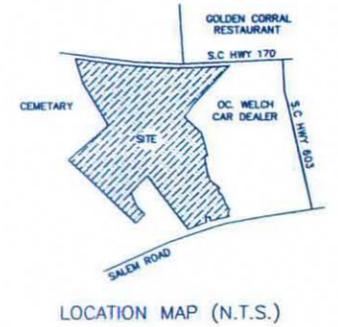
Parcels A3 and E will be available for General Commercial uses ranging from warehousing to office/retail space to multi-family residential.

Parcels F and G are planned as a mixture of Office Commercial and General Residential.

NOTE The Hanover Park PUD Master Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers, innovations in the techniques of development, changing financial conditions, or the safety, health, and welfare of the public. Any depicted property lines, tract dimensions, acreages, right of way locations, or narrative descriptions are approximate and subject to adjustment. For specific commitments, refer to recorded plans, covenants, and restrictions in the office of the Beaufort County RMC. [See Article 24 of the Development Agreement.]

NOTE:
THIS MASTER PLAN HAS BEEN PREPARED FOR HANOVER PARK L.L.C. AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

NOTE:
THIS PLAN IS THE PROPERTY OF HANOVER PARK L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF HANOVER PARK L.L.C.



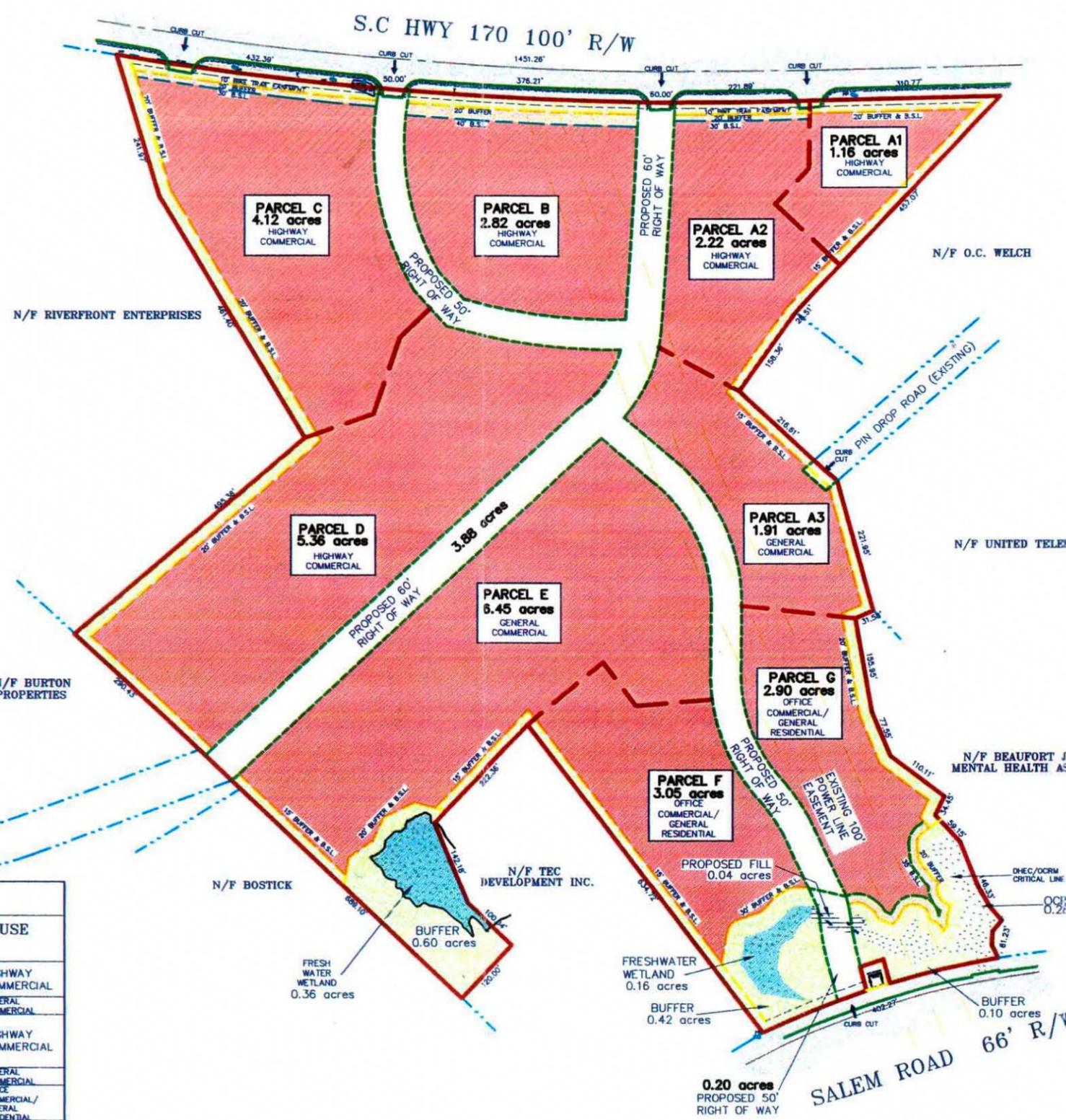
REGULATING PLAN

LAND TYPE COLOR CHART

- USABLE BUILDING AREA
- BUILDING SETBACKS
- BUFFERS
- PRIVATE RIGHT OF WAY
- PUBLIC RIGHT OF WAY
- SALT WATER WETLANDS
- FRESH WATER WETLANDS

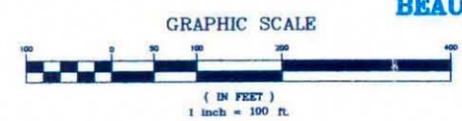
LAND USE SUMMARY CHART

PARCEL	ACREAGE	COMMERCIAL sq. footage	DENSITY DWELLING UNITS PER PARCEL PER ACRE		USE
A1	1.16 ACRES	25,850 SQ. FT.			HIGHWAY COMMERCIAL
A2	2.22 ACRES	38,500 SQ. FT.			GENERAL COMMERCIAL
A3	1.91 ACRES	16,250 SQ. FT.	26	10.5	GENERAL COMMERCIAL
B	2.82 ACRES	31,000 SQ. FT.			HIGHWAY COMMERCIAL
C	4.12 ACRES	45,000 SQ. FT.			GENERAL COMMERCIAL
D	5.36 ACRES	107,250 SQ. FT.	97	18.1	GENERAL COMMERCIAL
E	6.45 ACRES	115,150 SQ. FT.	111	16.9	OFFICE COMMERCIAL/GENERAL RESIDENTIAL
F	3.05 ACRES	63,900 SQ. FT.	77	12.3	OFFICE COMMERCIAL/GENERAL RESIDENTIAL
G	2.90 ACRES	32,000 SQ. FT.			OFFICE COMMERCIAL/GENERAL RESIDENTIAL
OPEN SPACE	8.46 ACRES				
R/W	3.88 ACRES				
GROSS	33.85 ACRES	474,900 SQ. FT.	311	9.2	
NET	22.78 ACRES	474,900 SQ. FT.	311	13.65	



**HANOVER PARK
PLANNED UNIT DEVELOPMENT
MASTER PLAN
PREPARED FOR
HANOVER PARK L.L.C.
CITY OF BEAUFORT
BEAUFORT COUNTY-----SOUTH CAROLINA**

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1798



DATE: 2/7/02
SCALE: 1"=100'

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

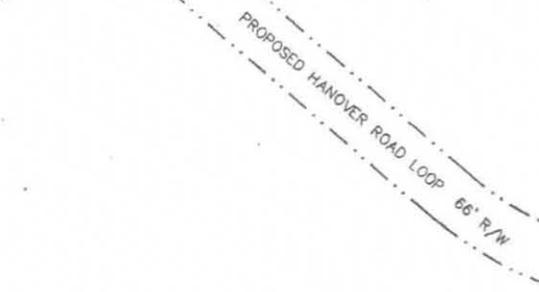
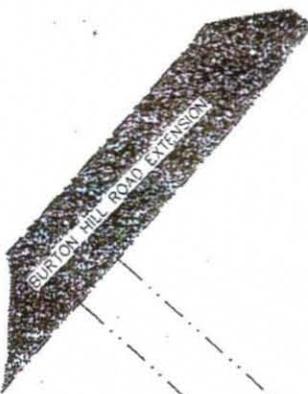
EXHIBIT D-6A

THE HANOVER PARK ILLUSTRATIVE MASTER PLAN

The Hanover Park Illustrative Master Plan is a schematic design intended to depict one of several logical scenarios for development of the Hanover Park Tract. It is conceptual only. The developer reserves the right to modify this plan. [See Article 24 of the Development Agreement.]

NOTE:
THIS MASTER PLAN HAS BEEN PREPARED FOR HANOVER PARK L.L.C. AND IS SUBJECT TO CHANGE. ANY PROPERTY LINES, TRACT DIMENSIONS, ACREAGES, RIGHT OF WAY LOCATIONS, OR NARRATIVE DESCRIPTIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLANS. FOR SPECIFIC COMMITMENTS, PLEASE REFER TO RECORDED PLANS, COVENANTS, AND RESTRICTIONS IN THE OFFICE OF BEAUFORT RMC.

NOTE:
THIS PLAN IS THE PROPERTY OF HANOVER PARK L.L.C. AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF HANOVER PARK L.L.C.

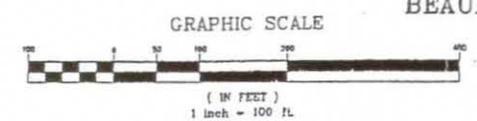


PARCEL	ACREAGE	COMMERCIAL sq. footage	DENSITY		USE
			DWELLING UNITS PER PARCEL	PER ACRE	
A1	1.16 ACRES	25,850 SQ. FT.			HIGHWAY COMMERCIAL
A2	2.22 ACRES	38,500 SQ. FT.			GENERAL COMMERCIAL
A3	1.91 ACRES	16,250 SQ. FT.	26	10.5	GENERAL COMMERCIAL
B	2.82 ACRES	31,300 SQ. FT.			HIGHWAY COMMERCIAL
C	4.12 ACRES	45,000 SQ. FT.			GENERAL COMMERCIAL
D	5.36 ACRES	107,250 SQ. FT.	97	18.1	GENERAL COMMERCIAL
E	6.45 ACRES	115,150 SQ. FT.	111	16.9	GENERAL COMMERCIAL
F	3.05 ACRES	63,900 SQ. FT.	77	12.3	OFFICE COMMERCIAL/GENERAL RESIDENTIAL
G	2.90 ACRES	32,000 SQ. FT.			OFFICE COMMERCIAL/GENERAL RESIDENTIAL
OPEN SPACE	8.46 ACRES				
R/W	3.88 ACRES				
GROSS	33.85 ACRES	474,900 SQ. FT.	311	9.2	
NET	22.78 ACRES	474,900 SQ. FT.	311	13.65	

Note: One dwelling unit is equivalent to 300 square feet of commercial space.

The figures presented in the above chart represent acreages and maximum dwelling units for the Hanover Park Tract according to current planning, as well as maximum square footage computations for commercial space. The Tract has 33.85 acres. The number of dwelling units shall not exceed 311. The square footage of commercial building space shall not exceed 474,900 square feet.

ILLUSTRATIVE MASTER PLAN
HANOVER PARK
PLANNED UNIT DEVELOPMENT
PREPARED FOR
HANOVER PARK L.L.C.
CITY OF BEAUFORT
BEAUFORT COUNTY-----SOUTH CAROLINA



DON M. GUSCIO
LANDSCAPE ARCHITECT
LAND PLANNING • SITE PLANNING
LANDSCAPE ARCHITECTURE

EXHIBIT D-7

THOROUGHFARE STANDARDS

Private Roads. Right-of-Way and Pavement Widths

The Hanover Park street system will be constructed by the Developer to City of Beaufort standards. They may remain private or may be dedicated to the City of Beaufort or to Beaufort County. All streets will be designed by a Professional Engineer licensed in the State of South Carolina with experience in roadway design and will be engineered to meet the paving, safety, and drainage goals of the City. They shall have a surface designed for the soil conditions. Low speed limits and traffic mitigation devices may be employed.

There may be several types of streets, including, but not limited to, the following:

Type	Pavement Width	Right of Way Width
Road	22 feet	60 feet
Drive	20 feet	50 feet
Alley	10 feet	20 feet
Pedestrian Path	5 feet	12 feet

Street Sections

The street sections may include, subject to approval by the City, the following types:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) cross slopes
- d) pervious paving (all weather surface)

The actual design will be based on use and site specific conditions.

EXHIBIT D-8

ROADWAY PLAN

Access and Streets

Extensive internal road circulation will be provided within the development.

Roadways will be commonly owned and maintained by a Community Association, unless dedicated to the City of Beaufort or to Beaufort County.

- 1. The project is accessed from U. S. Highway 170, Salem Road, and Burton Hill Road.**
- 2. The project encompasses approximately 1451 feet of frontage on Highway 170, 402 feet of frontage on Salem Road, and will connect to Burton Hill Road Extension by means of a 66 foot right of way.**
- 3. The project will utilize the two existing main entrances on Highway 170, as well as the two existing secondary entrances (to be designated right in, right out only) on the same highway. There will be an entrance to the project from Salem Road, and one from Burton Hill Road.**
- 4. The project will have approximately 1/2 mile of roads.**

[Proposed roads displayed on the PUD Master Plan are schematic and conceptual only and may require field adjustment by the Developer.]

EXHIBIT D-9

PARKING AND LOADING REQUIREMENTS

Common parking areas will allow for the natural cycle of varying land uses in a mixed use project to work together and reduce the required parking spaces needed:

1) the peak parking demand for varying land uses occur at different times. Office spaces require more parking during the day while restaurants and hotels have a higher peak demand in the evening. The parking demands also vary by days of the week as well as months of the year. Because of this, the parking calculations must reflect the demand patterns of the mixed uses rather than adding the demand of individual uses together.

2) Mixed use developments encourage multipurpose trips. This allows for a single parking space to be shared by multiple uses. This allows uses in the development to share parking without conflict which results in a fewer number of required parking spaces.

Off-Street Parking:

Land Use:	Spaces required:
<u>Residential</u>	
Single family	a) 1 per 1 Bedroom b) 1.5 per 2 Bedroom c) 2.0 per 3 Bedroom
Multi-family	1 per dwelling unit
<u>Institutional</u>	
Buildings	1 per 333 square feet
<u>Office/Commercial</u>	
Office	1 per 333 square feet
Retail	1 per 300 square feet

Motel, Inn	1 per accommodation
Other	1 per 333 square feet

Note: Two or more individual uses may utilize a joint or combined area in order to comply with off-street parking requirements, provided that the total number of spaces available in such combined area is not less than 20% less than the total sum of spaces otherwise required for the individual uses separately computed.

Particular Parking Specifications: Excluding aisles, maneuvering space, turnaround space, and drives, each required off-street parking space shall be not less than 9 feet in width and 18 feet in length. No off-street parking or maneuvering area shall be located in any public right-of-way. All off-street parking is subject to review by the ACC. A scaled drawing or layout of all required parking areas will be part of the submittal package required by the ACC.

Parking spaces 90 degrees to the travel way aisle shall not be less than 9 feet in width and 18 feet in length. The paved length of a parking stall may be reduced to 17 feet providing that curbing or anchored concrete wheel stops are furnished at the edge of paving to allow the front of the vehicle to overhang the landscape area.

Angled parking spaces positioned at other than 90 degrees to the aisle travel way shall be dimensioned in accordance with recognized standard criteria.

Other Parking Design Considerations:

Landscaping of parking areas will comply with the City of Beaufort's current landscaping and screening requirements.

Lighting. The City of Beaufort Corridor Development Board's current regulations shall govern.

Screening. The project shall comply with the City's current screening requirements.

Interior Landscaping. Interior landscaping shall comply with the City's current parking lot landscaping requirements.

Existing Vegetation. Development will comply with the City of Beaufort's Tree Protection Ordinance.

Loading Requirements: The ACC shall determine the necessity, if any, and number of loading spaces. If the ACC determines that loading spaces are required, it shall have full authority to determine all design attributes related thereto, including size, number, location, screening, landscaping, lighting, surface and configuration.

Off Street Loading Restrictions:

Loading areas, where required by the ACC, shall be adequate so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public or private street, alley or other way.

EXHIBIT D-10

ARCHITECTURAL CONTROL COMMITTEE DESIGN STANDARDS

The Hanover Park design standards will address all applicable issues, including Tree Preservation and Landscaping. Specific design standards will be formulated to meet the particular needs and characteristics of each individual Parcel.

EXHIBIT D-11

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
HANOVER PARK**

The Hanover Park covenants and restrictions will address all applicable issues, including Landscaping and Tree Preservation. Specific covenants and restrictions will be formulated to meet the particular needs and characteristics of the entire Tract and/or each individual Parcel.