

DEVELOPMENT AGREEMENT

Among

EUSTIS FARM, L.P.

FLORA G. TRASK

DISTANT ISLAND COMPANY, L.P.

and

THE CITY OF BEAUFORT

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

This Development Agreement (the “Development Agreement” or the “Agreement”) is made and entered into this 8th day of AUGUST, 2000, by and among Eustis Farm, L.P., a South Carolina Limited Partnership; Flora G. Trask; and Distant Island Company, L.P., a South Carolina Limited Partnership (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)(1)]; 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 approximately 465 acres, generally known as the Eustis Plantation Tract, the Upper Cane Island Tract, and the Distant Island Tract (the

“Tracts,” the “Real Property” or the “Property”), and propose to develop, or cause to be developed, thereon a mixture of residential, commercial and other uses in planned unit developments; and,

WHEREAS, the Owners have annexed the Tracts in reliance on securing a Development Agreement, in accordance with the Act, and the zoning of the Tracts as Planned Unit Developments; 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 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 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:

“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.

“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.

“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 Condominium pursuant to South Carolina law.

“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 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 Ordinances” means the ordinances adopted by the City on AUGUST 8, 2000, approving the annexation of the Tracts (Ordinance No. 0-33-00), zoning the Tracts PUD upon annexation (Ordinance No. 0-34-00), and approving this Development Agreement (Ordinance No. 0-32-00).

“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.

“Distant Island Tract” means that certain tract of land described in Exhibit D.

“Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with a kitchen, sleeping and sanitary facilities provided within the dwelling unit. An accessory building or a guest suite which does not contain a kitchen is not considered to be a dwelling unit.

“Eustis Plantation Tract” means that certain tract of land described in Exhibit B.

“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.

“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. All commercial usage shall be counted toward the square footage caps in Section 16(b).

“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.

“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 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.

“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.

“Owner” or “Property Owner” means Eustis Farm, L.P., Flora G. Trask, or Distant Island Company, L.P., or a successor in title to an Owner.

“Parties” are the Owners and the City.

“Planning Board” means the City of Beaufort – Town of Port Royal Joint Municipal Planning Commission (and any successor entity).

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

“Property” means those certain tracts of land described in Exhibits B, C and D.

“Property Owner” or “Owner” means Eustis Farm, L.P. and Distant Island Company, L.P., their successors and assigns, and Flora G. Trask, her heirs and personal representatives, 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 of 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 of the particular persons or entities comprising the Property Owner for portions of 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 5-6054 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, C, and D and includes any improvements or structures customarily regarded as part of real property. The Real Property consists of approximately 465 acres, approximately 450 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.

“Tract” means any of those parcels constituting the Real Property as shown in Exhibits B, C, and D. For purposes of this Agreement, these Tracts may be referred to as the Eustis Plantation Tract, the Upper Cane Island Tract and the Distant Island Tract.

“Upper Cane Island Tract” means that certain tract of land described in Exhibit C.

“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 Ordinances, 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. 0-32-00. This Agreement shall not be construed to constitute a debt of the City as referenced in S.C. Code Section 6-31-145. Nothing in this Agreement shall be deemed to be a pledge of the City's general credit or taxing powers.

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 Ordinances, 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) In General. The Subdivision Regulations of the City attached as Exhibit E, as modified in this Agreement (and by Exhibit F) 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. The Property Owner agrees, however, that infrastructure will be planned and developed in phases.

(c) Zoning Ordinance. Section 5-6054 of the Zoning Ordinance of the City, attached as Exhibit G, as modified by Exhibit H, applies to the Real Property. Exhibit S 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 and gas 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 and gas 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 ten (10) years thereafter; provided however, that the term of this Agreement may be renewed for 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, and if the total exceeds 1,000 acres, the initial term of this Agreement shall

automatically be extended to 20 years in accordance with the Act. 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 Exhibit I. Pursuant to Section 6-31-60(B) 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 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 as of the effective date of this Agreement, Property Owner shall have the vested right to commence and complete development and construction in accordance with the permit granted 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 Eustis Plantation Tract; 2) The Upper Cane Island Tract; and 3) The Distant Island Tract. These are described in Exhibits B, C and D.

(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 Exhibit J 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 K shall govern accessory uses.

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

16. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE TRACTS.

(a) Total Dwelling Units/Density. The combined total number of Dwelling Units located on the 465 acres of the Real Property shall not exceed 834 being the total of 495 on Upper Cane Island, 219 on Distant Island and 120 on Eustis Plantation. The gross density is 1.79/acre. The Density for each Tract is outlined in Exhibit L. Accessory buildings and guest suites which do not contain kitchens shall not be counted toward this cap.

(b) Commercial Square Footage Limitations. Total GLA or Gross Commercial Footage on the Tracts shall not exceed 592,600 square feet being the total of 285,000 square feet on Upper Cane Island, 181,600 square feet on Distant Island, and 126,000 square feet on Eustis Plantation. See Exhibit L.

(c) Building Development Standards and Design Standards. Minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, Setback and yard requirements shall be in accord with Exhibit M, subject to reasonable adjustment by the Developer directly or through an ACC. The Property Owner or Developer, directly or through an ACC, shall establish limitations for total ground coverage of all Impervious Surfaces including building footprint, decks, walkways, parking and circulation areas, etc.

(d) Aesthetics. The design of the Development on a Tract shall be governed by the Developer directly or through an ACC. Property Owner shall not be required to obtain the consent of, nor submit to review by, any other aesthetic design body or architectural review board established by the City or any other entity. To assure the City's permitting staff that the Developer or an ACC has approved a development plan for a Lot or a Development Parcel, the Developer or the ACC shall affix its stamp to the development plan.

17. EXISTING STRUCTURES/IMPROVEMENTS/LOT SIZE. The existing Lot sizes, houses, buildings, and other structures and improvements 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 of the City simply because of the Tract's annexation into the City. Any permits needed for the maintenance of existing structures and improvements shall conform to the standards specified in the Agreement.

18. FACILITIES. Although the nature of this long-term Project prevents the Property Owners from now providing exact completion dates (see Exhibit I), 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. Roads constructed within the Property may be constructed by the Owners and/or Developers, and shall be 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.

Notwithstanding the generality of the foregoing, in the event that a road within the Property is constructed to S.C. Department of Transportation standards, and is acceptable as a public road, the City of Beaufort will consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has ownership of the road. The City will consider acceptance of any drainage systems separately from acceptance of any streets.

(i) Paving. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall be construed to create an obligation on Property Owner to pave all private roads. 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. See Exhibit M for Design Standards.

(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 Project may have trees within the road or street right of way 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.

(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 qualified engineer 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 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 ("BJWSA") or some other legally constituted provider allowed to operate in the City, at the election of the Owner. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by Owner, a Community Association, or the provider. The City of Beaufort shall not be responsible for any construction, treatment, maintenance, or costs associated with water service to the Property. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

Although not intended to be the primary potable water supply for the property, potable water wells may be permitted on a limited basis at the discretion of DHEC and BJWSA.

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, for the purpose of leaching to remove salt accumulation resulting from effluent use, or for temporary service or emergency use.

(d) Sewage Treatment and Disposal. Sewage treatment and disposal may be provided by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the City, at the election of the Owner. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by the provider, the Owner or a Community Association. The City of Beaufort will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property. Nothing herein shall be construed as precluding the City from providing sewer services to its residents in accordance with applicable provisions of laws.

If sewage treatment and disposal is not available to a Tract, the City agrees that septic systems shall be allowed to service Lots, Dwelling Units and Development Parcels within the Tract provided they meet South Carolina's Department of Health and Environmental Control's ("DHEC's") regulatory requirements. The annexation of the Real Property into the City shall not be deemed to require the installation of sanitary sewer. Any use within the Real Property that is serviced by a septic system that meets South Carolina's Department of Health and Environmental Control's ("DHEC's") regulatory requirements shall not be considered nonconforming under the City's ordinances because of such septic system. Any City Ordinance regarding septic systems shall not be applicable to 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 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 City will consider acceptance of any drainage systems separately from acceptance of any streets.

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, unless drainage easements are conveyed to and accepted by the City.

(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 of the City shall be interpreted or construed to require the construction of sidewalks, bikepaths, or other leisure trails, or to govern the manner of 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 at such time as the Property Owner determines that same are required. Adequate easements for utilities shall be reserved by Property Owner in the conveyances of Lots and Development Parcels. The location and size of such easements shall be in the discretion of the Property Owner. All utilities shall be installed underground unless extenuating site circumstances including, but not limited to, the presence of wetlands, water or other environmental constraints make installing utilities underground physically or financially impracticable.

(i) Recreational Facilities. Developers may provide recreational facilities within the Tracts for residents and guests of the community, including both active recreational areas and passive recreational areas, at their sole discretion. 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 ("OCRMR"). 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 OCRMR shall not apply to the Real Property.

(k) Landscape Waste. Owners may provide on-site facilities for the disposal of Landscape waste produced within the Property, or Owners may contract with a private contractor to dispose of such landscape waste offsite. Owners may also use controlled burning on the Property as needed to dispose of the landscape waste produced during site preparation and clearing as permitted by the S.C. Department of Health and Environmental Control regulations and by the City Fire Marshall.

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.

(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.

(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.

Within twelve (12) months from the date of annexation of the Tracts, or upon the earlier request of the City, Eustis Farm, L.P. shall convey to the City of Beaufort, without additional consideration from the City, a tract or parcel of real property containing at least two (2) acres (the Fire Facilities tract), which tract or parcel (1) shall be of sufficient location

and meet all codes necessary for the construction by the City of a temporary or permanent fire facility; and (2) shall be acceptable to the City for the provision of fire services to the Tracts. Upon the failure of the City to reach and enact an Automatic Aid agreement with the Lady's Island Fire District by the end of the one (1) year period from the date of annexation, the City agrees to commence construction of a facility (either temporary or permanent at the City's sole discretion) upon the Fire Facilities tract for the provision of fire services agreed upon herein. In the event that the City determines that the Fire Facilities tract is not necessary for, and is not used for the provision of fire services, ownership of the Fire Facilities tract shall revert to Eustis Farm, L.P.

(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 Section 20(b) and the improvements, Common Property, 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.

** Parks + Rec Impact Fee*

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, of 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 mandates which require 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 Exhibit Y for an example of such Covenants.

(c) Tree Protection. 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 Developer's or 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.

(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 Exhibit Y for an example of such Covenants.

(g) Wildlife Management. Substantial portions of the Tracts have been used for wildlife management for numerous years. The Parties agree that the portions of the Tracts that are undeveloped may be held by Owners for continued use as wildlife management areas, and that Owners may place wildlife, including but not limited to, ducks, geese and other fowl, on the Tracts. 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 Owner 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. Owners agree that if and when they develop commercial square footage within a PUD 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 or revoke 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 of 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 of said Tract; and, a default by a Developer of a Tract shall not constitute a default by an Owner of 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 834 dwelling units and 592,600 square feet of GLA or Gross Commercial Footage as listed in Section 16 (a) and (b) is a significant change.

In order to determine whether an increase in total approved density has occurred, the limits in Section 16 (a) and (b), as outlined in Exhibit L, must be analyzed in conjunction with the provisions of Section 28 herein.

Section 28 allows for the transfer of dwelling units from the Distant Island Tract to the Eustis Plantation Tract or the Upper Cane Island Tract, and for the transfer of dwelling units from the Eustis Plantation Tract to the Upper Cane Island Tract. Hence, the total approved residential density of the three Tracts cannot be increased above the 834 dwelling units; and, the total approved number of dwelling units on the Distant Island Tract cannot be increased above 275 dwelling units.

Section 28 also allows for the transfer of GLA or Gross Commercial Footage from the Distant Island Tract and from the Eustis Plantation Tract to the Upper Cane Island Tract. Hence, the total approved commercial square footage of the three Tracts cannot be increased above 592,600 square feet; the total approved commercial square footage on the Distant Island Tract cannot exceed 181,600 square feet; and, the total approved square footage on the Eustis Plantation Tract cannot exceed 126,000 square feet.

(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 K.

(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 site 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 acknowledgement 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 AND COMMERCIAL SQUARE

FOOTAGE AMONG TRACTS. Property Owners shall be allowed to transfer rights to construct Dwelling Units from one Tract to another. The Property Owners shall notify the City in writing of such transfer, specifying the number of units transferred, the Tracts involved, and the revised Dwelling Unit numbers for the Tracts involved as a result of such transfer. Such a transfer shall reduce the number of Dwelling Units allowed for the transferring Tract and increase the number of Dwelling Units allowed for the receiving Tract. Although such a transfer shall increase the Density for the Tract receiving the transferred Dwelling Units and reduce the Density for the Tract transferring the Dwelling Units, the total combined Density is not increased since the total number of Dwelling Units shall remain the same.

Notwithstanding the generality of the foregoing, the Density of Dwelling Units for the Distant Island Tract cannot at any time be increased above the Density provided for in the Master Plan for Distant Island as shown in Exhibit N, namely a maximum of 275 Dwelling Units.

Property Owners shall be allowed to transfer rights to construct up to 120,000 square feet of the Gross Commercial Footage of the Distant Island and Eustis Plantation Tracts to the Upper Cane Island Tract. The Property Owners shall notify the City in writing of such a transfer, specifying the precise square footage transferred, the Tracts involved, and the revised commercial square footage numbers for the Tracts involved as a result of such transfer. Such a transfer shall reduce the commercial square footage allowed for the transferring Tract and increase the commercial square footage allowed for the Upper Cane Island Tract. Although such a transfer shall increase the commercial square footage for the Upper Cane Island Tract and reduce the commercial square footage for the Tract transferring the square footage, the total combined square footage of the three Tracts is not increased since the total commercial square footage for the three Tracts shall remain the same.

The commercial square footage for the Distant Island Tract and for the Eustis Plantation Tract cannot be increased above the limitations provided for in Section 16(b).

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 Tracts as Planned Unit Development Districts (with this Agreement constituting the plan); and (c) the annexation of the Real Property into the City.

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 of 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 of 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. Box 1167, Beaufort, SC 29901-1167

Attention: City Manager

And to the Owners at:

1) Eustis Farm, L.P.

2614 Boundary Street, Office B, Beaufort, SC 29906

2) Flora G. Trask

1305 Bay Street, Beaufort, SC 29902

3) Distant Island Company, L.P.

2614 Boundary Street, Office B, Beaufort, SC 29906

With a copy to:

George G. Trask

1211 Bay Street, Beaufort, SC 29902

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 thirty (30) 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 thirty (30) days of the date of its receipt, the portion of the Real Property described in the request will be deemed to be 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 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, C and D, 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.

(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, C and D attached hereto.

The present legal owner of the Eustis Plantation Tract is Eustis Farm, L.P. The present legal owner of the Upper Cane Island Tract is Flora G. Trask. The present legal owner of the Distant Island Tract is Distant Island Company, L.P. A warranty of ownership is recited in Section 5 of this Agreement.

2) Duration of the Agreement. The initial duration of this Agreement is ten (10) years, with renewal terms of five (5) years each, subject to extension of the initial term to twenty (20) years pursuant 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 J, K, L and M.

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) and in Section 19 (g). 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. The Development 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 of 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 Exhibit I.

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

Lisa Kassaba Hudson
Philip S. John

Eustis Farm, L.P.
By: Flora Corporation, its sole General Partner

By: Christian W. Trask
Christian W. Trask, Vice President

Lisa Kassaba Hudson
Philip S. John

Flora G. Trask
Flora G. Trask

Distant Island Company, L.P.

By: Coastal Villages, Inc., its sole General Partner

Lisa Kussner Hudson
Philip S. Johns

By: Christian W. Trask
Christian W. Trask, Vice President

CITY OF BEAUFORT

Elizabeth S. Bailey
Paul Woodward

By: John J. McDonough

Title: City Manager

Attest: Beverly H. Gay

Title: City Clerk

(Seal)

STATE OF SOUTH CAROLINA _____)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, LISA KASSUBA HUDSON, who being duly sworn, states that s/he saw Christian W. Trask, vice president of Flora Corporation, a South Carolina corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of said corporation, acting as sole general partner of Eustis Farm, L.P., 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.

Lisa Kassuba Hudson

Sworn to before me this 9th day of August, 2000.

Susan Y. Woods
Notary Public for South Carolina

My commission expires 10/12/08

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

PROBATE

PERSONALLY appeared before me, the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named Flora G. Trask, sign, seal, and deliver the foregoing Development Agreement, and as the act and deed of Flora G. Trask 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.

Lisa Kassaba Hudson

Sworn to before me this 9th day of August, 2000.

Susan L. Woods
Notary Public for South Carolina

My commission expires 10/12/08

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before the undersigned Notary Public, duly authorized to administer oaths in the State of South Carolina, LISA KASSUBA HUDSON who being duly sworn, states that s/he saw Christian W. Trask, vice president of Coastal Villages, Inc., a South Carolina corporation, sign, seal, and deliver the foregoing Development Agreement on behalf of said corporation, acting as sole general partner of Distant Island Company, L.P., 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.

Lisa Kassuba Hudson

Sworn to before me this 9th day of August, 2000.

Susan Woods
Notary Public for South Carolina

My commission expires 10/12/08

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me, the undersigned witness who, being duly sworn, deposes that s/he saw the within named City of Beaufort, by John F. McDonough, its City Manager and Beverly W. Gay, its City Clerk, 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.

Elizabeth B. Bailey

Sworn to before me this 9th day of August, 2000.

Elizabeth B. Bailey
Notary Public for South Carolina

My commission expires 4-20-2008

INDEX TO EXHIBITS

- A. South Carolina Local Government Development Agreement Act
- B. Description of Eustis Plantation Tract
- C. Description of Upper Cane Island Tract
- D. Description of Distant Island Tract
- E. Subdivision Regulations of the City of Beaufort
- F. Modifications to Subdivision Regulations
- G. Section 5-6054 of the Zoning Ordinance of the City of Beaufort
- H. Specific Application of Section 5-6054
- I. Development Schedules
- J. Permitted Uses
- K. Accessory Uses
- L. Density for Each Tract
- M. Design Standards and Development Standards
- N. Master Plan for Distant Island Tract
- O. Master Plan for Eustis Plantation Tract
- P. Master Plan for Upper Cane Island Tract
- Q. Project Phasing
- R. Village Center Conceptual Master Plan for Distant Island Tract
- S. Modifications to Zoning Ordinance
- T. Platted Lots on Distant Island
- U. Lot Specifications and Setbacks for Upper Cane Island Tract
- V. Thoroughfare Standards for Upper Cane Island Tract
- W. Roadway Plan for Upper Cane Island Tract
- X. The Village of Distant Island Architectural Control Committee Design Standards
- Y. Declaration of Covenants, Restrictions and Easements of Distant Island Company
- Z. Parking and Loading Requirements

EXHIBIT A

Code 1976 § 6-31-10

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

*3245 (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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

RESEARCH AND PRACTICE REFERENCES--

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-20

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
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Current through End of 1999 Reg. Sess.

§ 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.

***3247** (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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993; 1994 Act No. 462, § 3, eff June 30, 1994.

EFFECT OF AMENDMENT--

The 1994 amendment substituted paragraph (2) for one which read: " 'Developer' means a person, including a governmental agency, who intends to undertake any development and who has a legal or equitable interest in the property to be developed."

REFERENCES

RESEARCH AND PRACTICE REFERENCES--

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-30

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
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AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

**§ 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.

HISTORY: 1993 Act No. 150, § 1, eff. June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and
Other Political Subdivisions § 218.

Code 1976 § 6-31-40

**CODE OF LAWS OF SOUTH
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Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993; 1994 Act No. 462, § 4, eff June 30, 1994.

EFFECT OF AMENDMENT--

The 1994 amendment revised the requirements for development agreements.

REFERENCES

CROSS REFERENCES--

Provisions established pursuant to this section must include required periodic review by zoning administrator or equivalent local government officer, see § 6-31-90..

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-50

**CODE OF LAWS OF SOUTH
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Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-60

**CODE OF LAWS OF SOUTH
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Current through End of 1999 Reg. Sess.

§ 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.

***3252** (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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

RESEARCH AND PRACTICE REFERENCES--

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-70

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

83 Am Jur 2d, Zoning and Planning §§ 1 et seq.

Code 1976 § 6-31-80

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

**§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Code 1976 § 6-31-90

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

CROSS REFERENCES--

Failure to meet commencement or completion date in development agreement not in and of itself material breach of agreement, see § 6-31-60..

Code 1976 § 6-31-100

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT**

**DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Code 1976 § 6-31-110

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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. *3258

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

Code 1976 § 6-31-120

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

66 Am Jur 2d, Records and Recording Laws §§ 47 et seq.

Code 1976 § 6-31-130

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

**§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

CROSS REFERENCES--

This section creates exception to provisions concerning duration of validity of development agreement entered into before effective date of incorporation or annexation of area involved, see § 6-31-110..

Code 1976 § 6-31-140

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

CROSS REFERENCES--

This section creates exception to definition of "laws" for purposes of this chapter, see § 6-31-20.

Provisions specifying what law governs development agreement are subject to provisions of this section, see § 6-31-80.

Development agreements adopted pursuant to Local Government Development Agreement Act must also comply with subsequently adopted building, housing, electrical, plumbing, and gas codes as authorized by this Chapter, see § 6-31-80.

This section creates exception to provisions concerning duration of validity of development agreement entered into before effective date of incorporation or annexation of area involved, see § 6-31-110.

Invalidity of all or part of this section invalidates this entire chapter, see § 6-31-150.

Code 1976 § 6-31-145

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

§ **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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions §§ 592 et seq.

Code 1976 § 6-31-150

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

**§ 6-31-150. Invalidity of all or part of §
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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Code 1976 § 6-31-160

**CODE OF LAWS OF SOUTH
CAROLINA 1976
ANNOTATED
TITLE 6. LOCAL
GOVERNMENT -
PROVISIONS APPLICABLE
TO SPECIAL PURPOSE
DISTRICTS AND OTHER
POLITICAL SUBDIVISIONS
CHAPTER 31. SOUTH
CAROLINA LOCAL
GOVERNMENT
DEVELOPMENT
AGREEMENT ACT**

Current through End of 1999 Reg. Sess.

**§ 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.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

REFERENCES

**RESEARCH AND PRACTICE
REFERENCES--**

83 Am Jur 2d, Zoning and Planning §§ 1 et seq.

EXHIBIT B

EXHIBIT B

DESCRIPTION OF EUSTIS PLANTATION TRACT

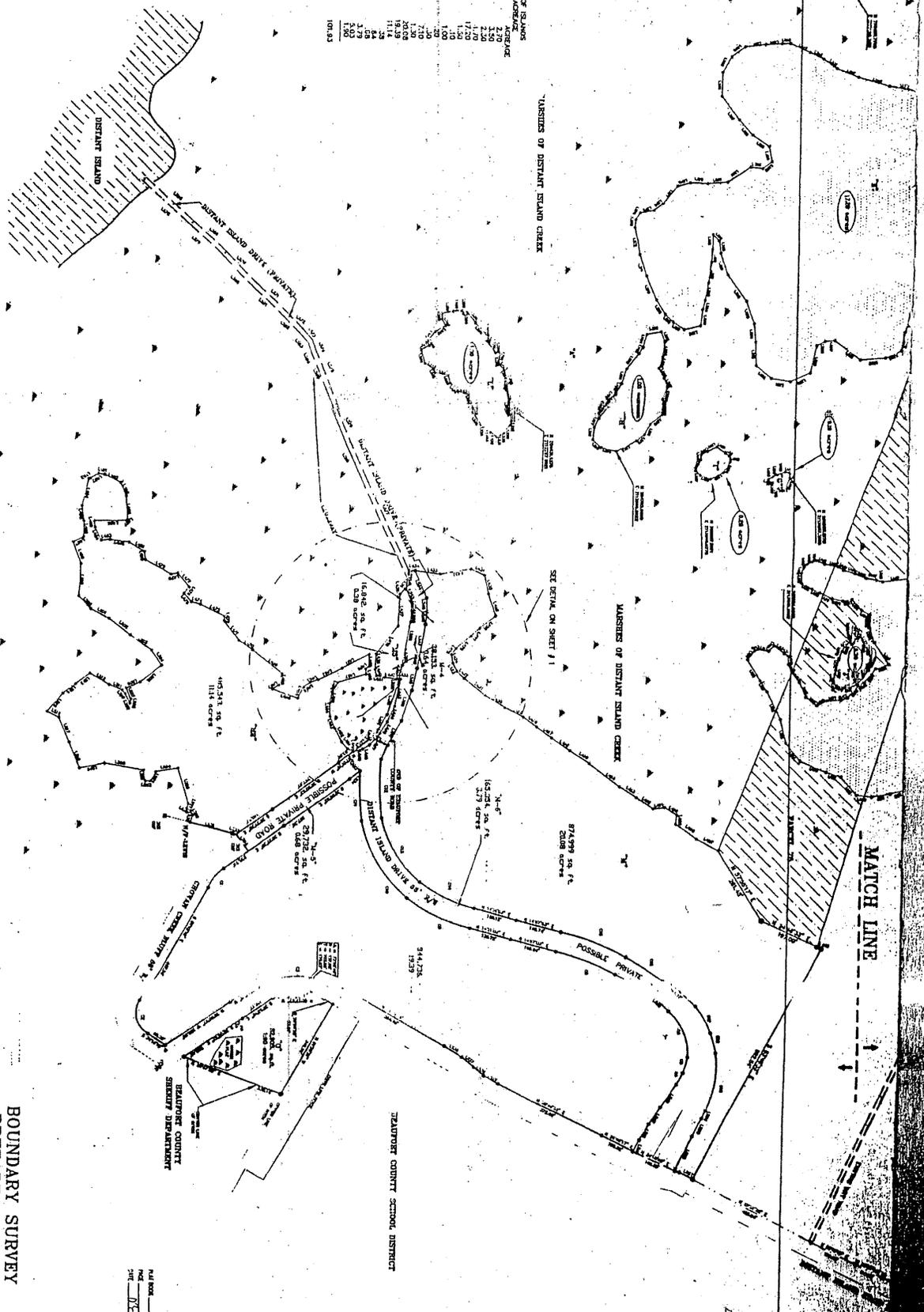
ALL that certain piece, parcel or lot of land containing approximately 96.90 acres, situate, lying and being in Lady's Island Township, County of Beaufort, State of South Carolina, designated as specific parcels on the below-mentioned Plat of record as follows:

Parcels, A, B, C, D, E, F, G, H, I, J, K, L, M, M1, M2, M3, M4, M5, M6 and O, all as shown on a Plat consisting of 2 sheets entitled "Boundary Survey Prepared for Flora G. Trask, Being Portions of Eustis Plantation," dated December 19, 1996, revised February 28, 1997, said Plat being recorded in the office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 175.

This property is referenced on the Beaufort County Tax Maps as District 200, Map 18, Parcels 302 and 76C.

TABLE OF ISLANDS
 ISLAND NO. ACROSSING DISTANCE

A	2.70
B	2.20
C	1.70
D	1.20
E	1.20
F	1.00
G	1.00
H	1.00
I	1.00
J	1.00
K	1.00
L	1.00
M	1.00
N	1.00
O	1.00
P	1.00
Q	1.00
R	1.00
S	1.00
T	1.00
U	1.00
V	1.00
W	1.00
X	1.00
Y	1.00
Z	1.00
TOTAL	104.83



NOTE: THIS CONTROLLING CORNER TO THE NEIGHBOR PROPERTY CORNER

Under the provisions of the Maryland Professional Land Surveying Act, the undersigned, a duly Licensed Professional Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations upon which this map is based, and that the same were prepared by me or under my direct supervision and control.

[Signature]
 DATE: 02/28/97



BOUNDARY SURVEY
 PREPARED FOR
 FLORA G. TRASK

BEING PORTIONS OF EUSTIS PLANTATION
LADY'S ISLAND
 BEAUFORT COUNTY-SOUTH CAROLINA

DATE 12/19/88 SCALE 1"=150'
 REVISED 02/28/97 ADDED ADDITIONAL AREA

DATE	02/28/97
BY	[Signature]
CHECKED	[Signature]

Exhibit B

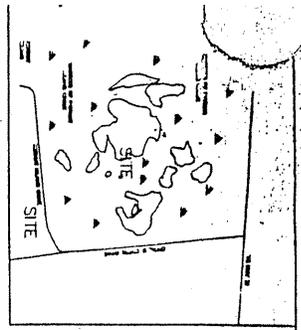
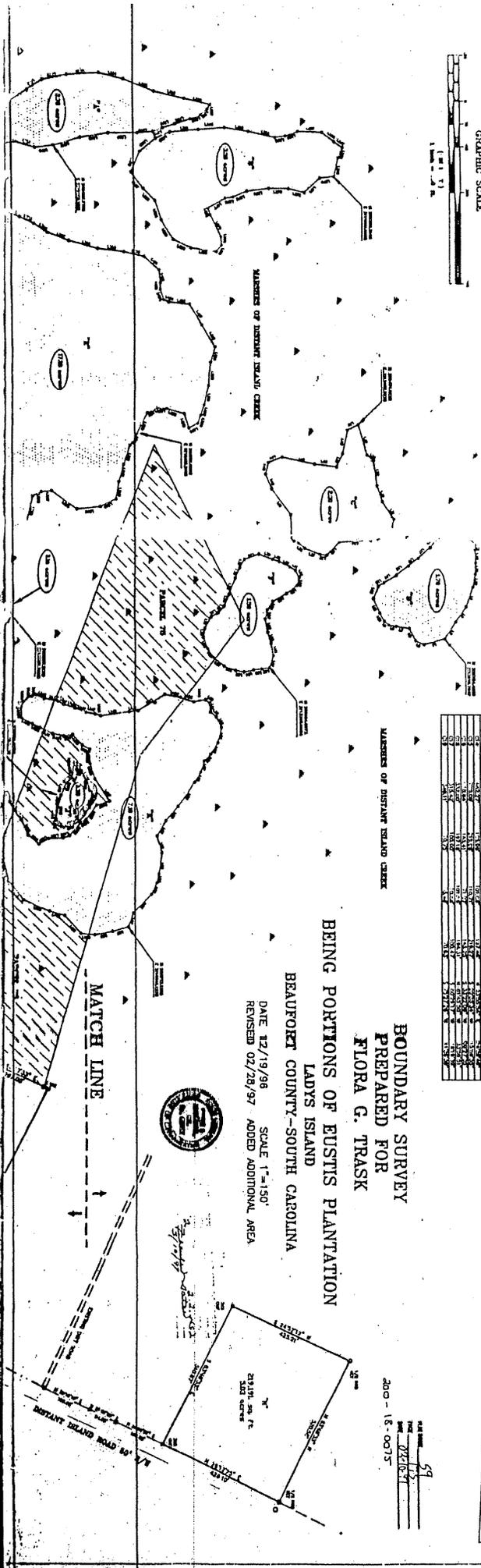
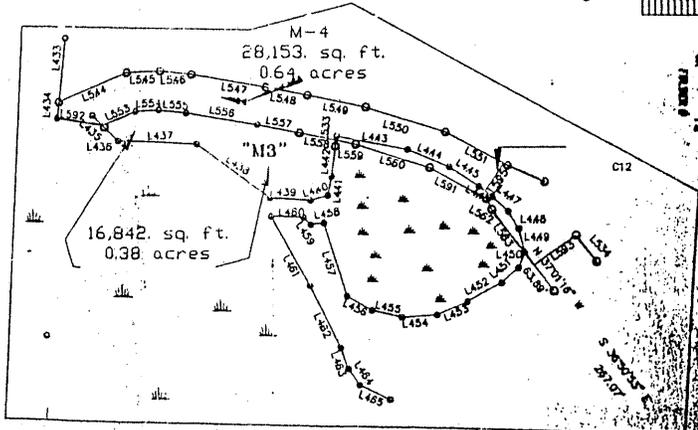
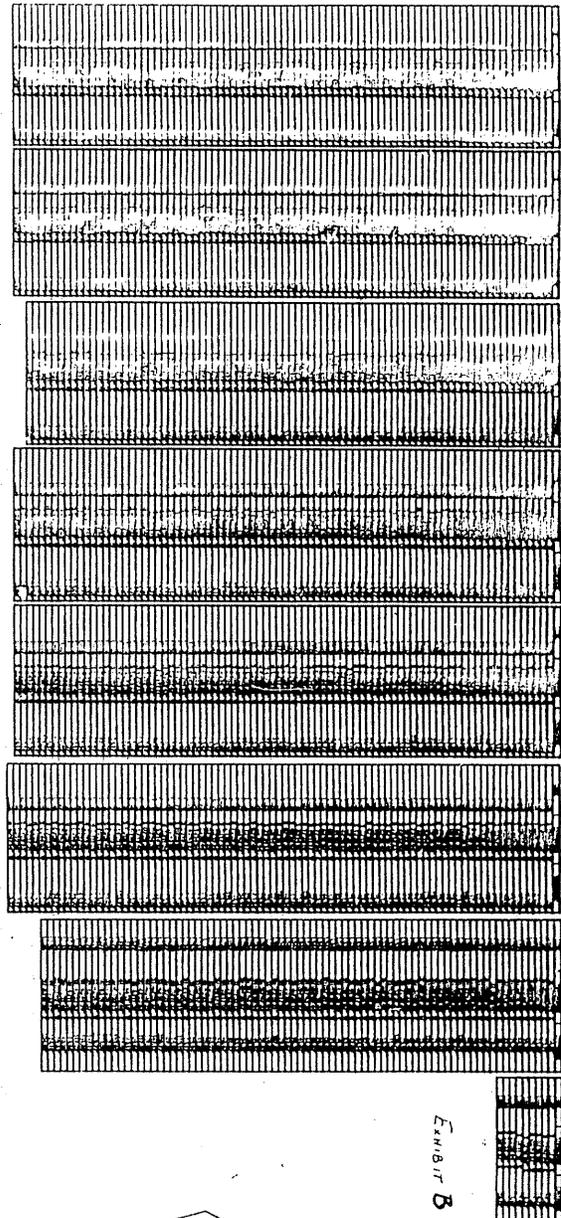


TABLE OF ISLANDS
SQUARE AND ACRES

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2	1.30	0.0036
3	1.30	0.0036
4	1.30	0.0036
5	1.30	0.0036
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97	1.30	0.0036
98	1.30	0.0036
99	1.30	0.0036
100	1.30	0.0036



BOUNDARY SURVEY
PREPARED FOR
FLORA G. TRASK

BEING PORTIONS OF EUSTIS PLANTATION
LADYS ISLAND
BEAUFORT COUNTY-SOUTH CAROLINA

DATE 12/19/96 SCALE 1"=150'
REVISED 02/28/97 ADDED ADDITIONAL AREA



200-16-0075

DETAILED SURVEY
FLORA G. TRASK

TABLE OF ISLANDS AND AREAS

ISLAND	AREA
A	2.70
B	1.50
C	2.20
D	1.70
E	1.50
F	1.50
G	1.10
H	1.00
I	.30
J	.70
K	1.30
L	2.00
M	1.10
N	1.14
O	.33
P	.84
Q	1.79
R	1.00
S	1.00
TOTAL	101.53

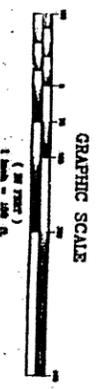


GASQUE & ASSOCIATES INC.
 LAND SURVEYORS & PLANNERS
 701 BAKER ST., SUITE 207, BEAUFORT, S.C.
 P.O. BOX 1344, BEAUFORT, S.C.
 (252) 222-1700

NOTE: THIS GENERALIZATION APPLIES TO THE FORELAND PROPERTY ONLY.

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify that I have personally examined the field notes and computations of the above described survey, and that the same are correct and true to the best of my knowledge and belief, and that I am a duly licensed and qualified surveyor in the State of South Carolina.

David E. Gasque
 David E. Gasque, P.L.S.



BOUNDARY SURVEY
 PREPARED FOR
 FLORA G. TRASK

BEING PORTIONS OF EUSTIS PLANTATION
 LADYS ISLAND
 BEAUFORT COUNTY-SOUTH CAROLINA

DATE 12/19/86 SCALE 1"=150'
 REVISED 07/28/97 ADDED ADDITIONAL AREA

PLAT BOOK 59
 PAGE 175
 SHEET 05-167

EXHIBIT B

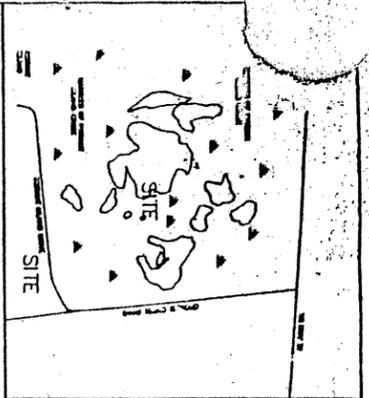
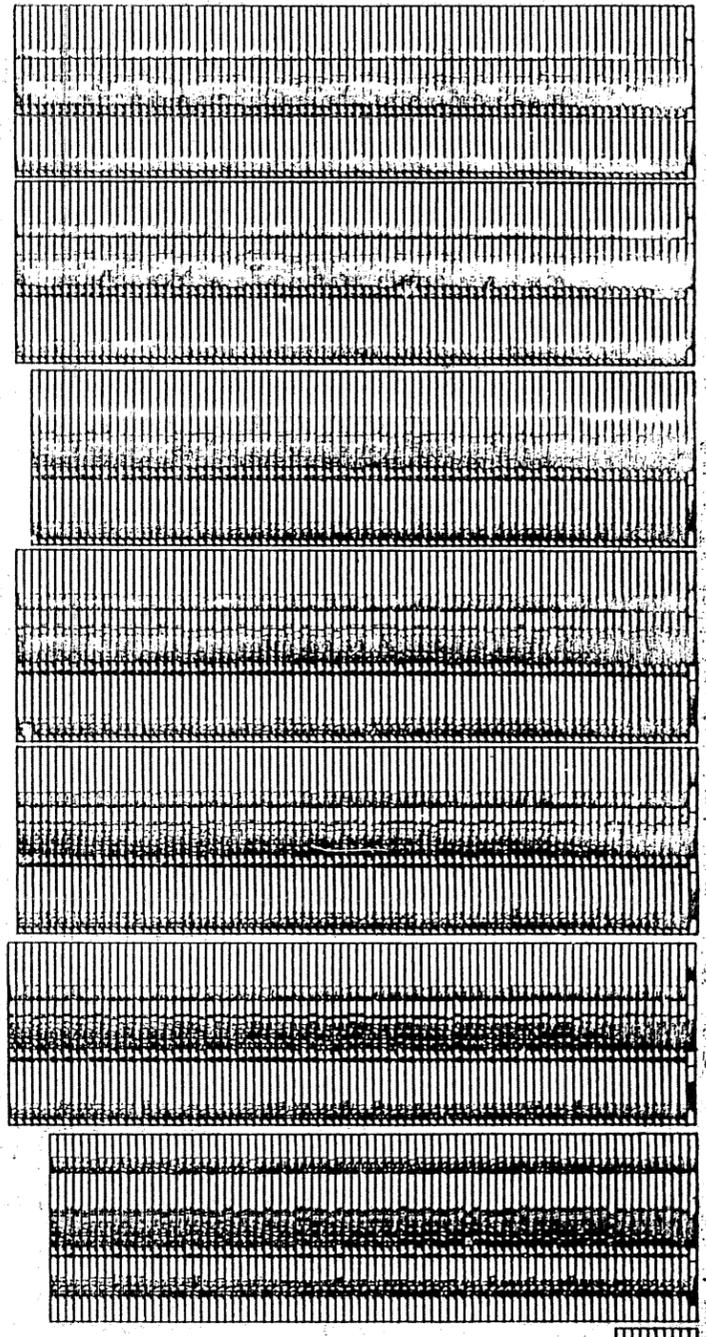
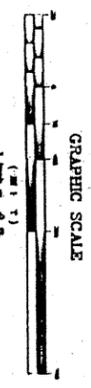
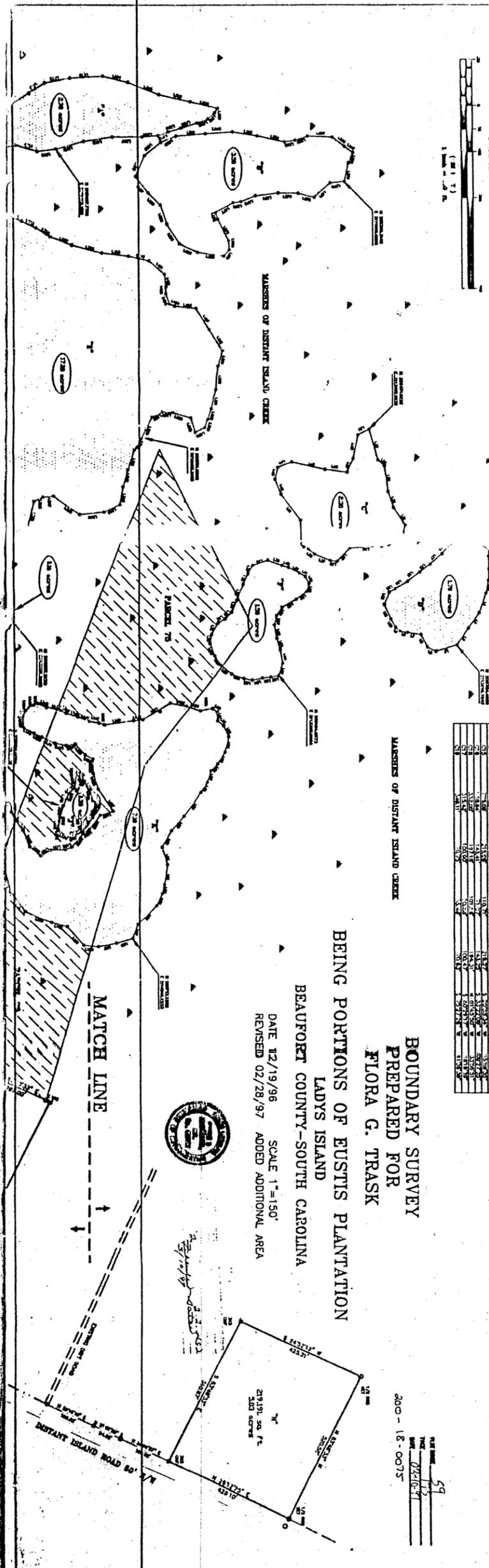
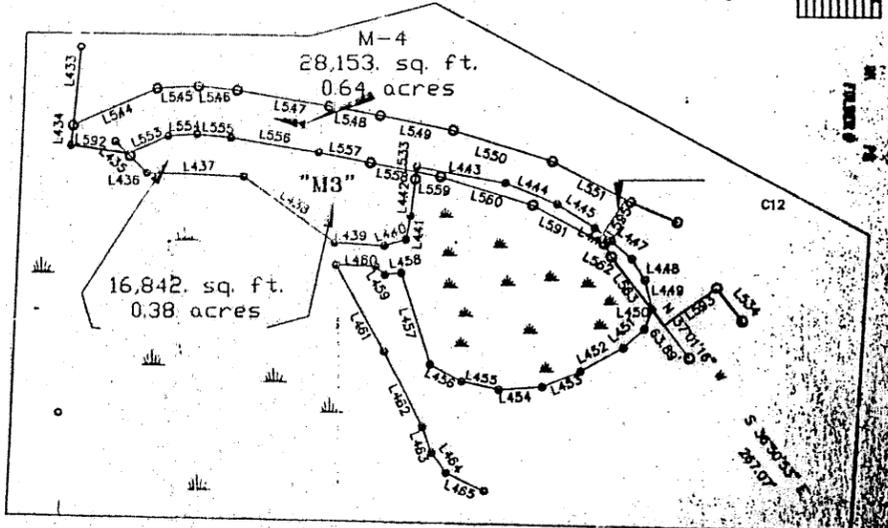


TABLE OF ISLANDS AND ACRES

ISLAND	ACRES
1	1.20
2	1.20
3	1.20
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63	1.20
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67	1.20
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86	1.20
87	1.20
88	1.20
89	1.20
90	1.20
91	1.20
92	1.20
93	1.20
94	1.20
95	1.20
96	1.20
97	1.20
98	1.20
99	1.20
100	1.20
TOTAL	101.83



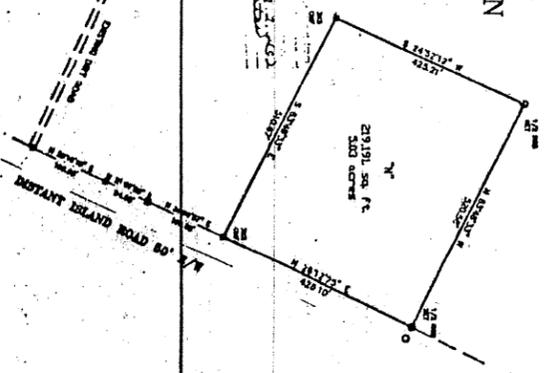
NO.	DESCRIPTION	ACRES
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BOUNDARY SURVEY
 PREPARED FOR
 FLORA G. TRASK

BEING PORTIONS OF EUSTIS PLANTATION
 LADYS ISLAND
 BEAUFORT COUNTY-SOUTH CAROLINA

DATE 12/19/96 SCALE 1"=150'
 REVISED 02/28/97 ADDED ADDITIONAL AREA



200-18-0075

EXHIBIT C

EXHIBIT C

DESCRIPTION OF UPPER CANE ISLAND TRACT

ALL that certain piece, parcel or lot of land lying and being in Lady's Island Township, County of Beaufort, State of South Carolina, commonly known and shown as Upper Cane Island on a plat prepared by Gasque and Associates, Inc. entitled "Plat Showing Location of DHEC-OCRM Critical Line and Wetlands Locations, Prepared for Flora G. Trask, Upper-Cane Island, Beaufort County – South Carolina," dated October 23, 1995, revised through February 13, 1996, containing approximately 217.90 acres. Said Plat contains two sheets and is included herein as part of Exhibit C.

Together with the five (5) hummocks/islands as shown on said Plat; four (4) of said hummocks are shown on Detail "B"- "B1" on Sheet Two of said Plat; the fifth hummock is shown on Sheet One of said Plat. (For further detail with respect to said five (5) hummocks, reference is made to a plat surveyed by Gasque and Associates, Inc. entitled "Plat Showing Parcel "A", Prepared for George Trask, Cane Island, Beaufort ----- South Carolina," dated January 11, 1999. Said Plat consists of one sheet and is included herein as part of Exhibit C).

Together with an island located near the southwest corner of Upper Cane Island, containing approximately 9.79 acres, as shown on Detail "A" - "A-1" on Sheet Two of said Plat.

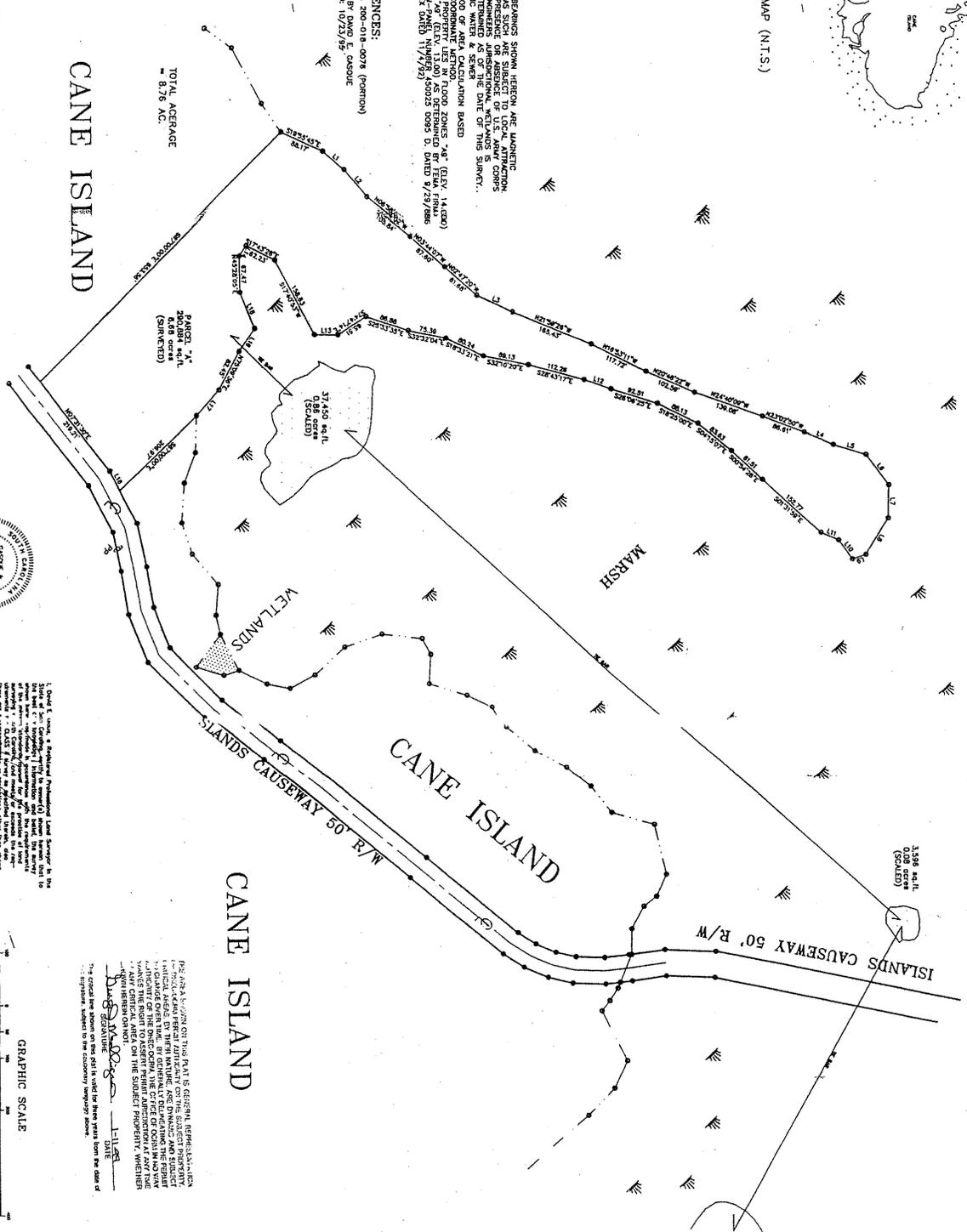
LOCATION MAP (N.T.S.)



- NOTES:**
- 1) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION OF IRON OBJECTS.
 - 2) THE BEARINGS AND DISTANCES OF THE BOUNDARIES OF ENGINEERS JURISDICTIONAL WETLANDS IS CORRECTLY SHOWN AS OF THE DATE OF THIS SURVEY.
 - 3) METHOD OF AREA CALCULATION BASED ON THE POINTS OF INTERSECTION OF THE BOUNDARIES AND THE BEARINGS AND DISTANCES AS DETERMINED BY TOTAL STATION (INDEX DATE 11/19/99).
 - 4) THE POINTS OF INTERSECTION OF THE BOUNDARIES AND THE BEARINGS AND DISTANCES AS DETERMINED BY TOTAL STATION (INDEX DATE 11/19/99).

- REFERENCES:**
- 1) T.A.S. 200-016-0074 (PORTION)
 - 2) PLAT BY DAVID E. GASQUE
 - 3) DATE: 10/23/95

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
 703 BROAD STREET, BEAUFORT, S.C.
 P.O. BOX 1361, BEAUFORT, S.C.
 (843) 522-1788



I, David E. Gasque, a Licensed Professional Land Surveyor, by the State of South Carolina, certify that I am the author of the above plat and that I am a duly Licensed Professional Land Surveyor in the State of South Carolina. My Commission Expires on 12/31/2000. My License Number is 10008.



BEFORE ME, a Notary Public in and for the State of South Carolina, on this 1st day of January, 1999, David E. Gasque, a Licensed Professional Land Surveyor, presented to me the foregoing plat and acknowledged to me that he is the author of the same and that he executed the same for the purposes and consideration therein expressed.

Notary Public
 State of South Carolina

LINE	BEARING	DISTANCE
1	N 89° 58' 00" E	100.00
2	S 89° 58' 00" W	100.00
3	N 00° 00' 00" E	100.00
4	S 00° 00' 00" W	100.00
5	N 89° 58' 00" E	100.00
6	S 89° 58' 00" W	100.00
7	N 00° 00' 00" E	100.00
8	S 00° 00' 00" W	100.00
9	N 89° 58' 00" E	100.00
10	S 89° 58' 00" W	100.00
11	N 00° 00' 00" E	100.00
12	S 00° 00' 00" W	100.00
13	N 89° 58' 00" E	100.00
14	S 89° 58' 00" W	100.00
15	N 00° 00' 00" E	100.00
16	S 00° 00' 00" W	100.00
17	N 89° 58' 00" E	100.00
18	S 89° 58' 00" W	100.00
19	N 00° 00' 00" E	100.00
20	S 00° 00' 00" W	100.00

EXHIBIT

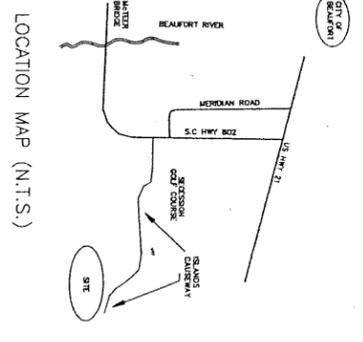
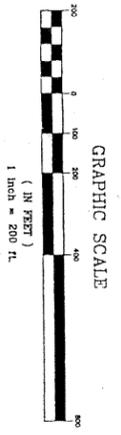
BEFORE ME, a Notary Public in and for the State of South Carolina, on this 1st day of January, 1999, David E. Gasque, a Licensed Professional Land Surveyor, presented to me the foregoing plat and acknowledged to me that he is the author of the same and that he executed the same for the purposes and consideration therein expressed.

Notary Public
 State of South Carolina

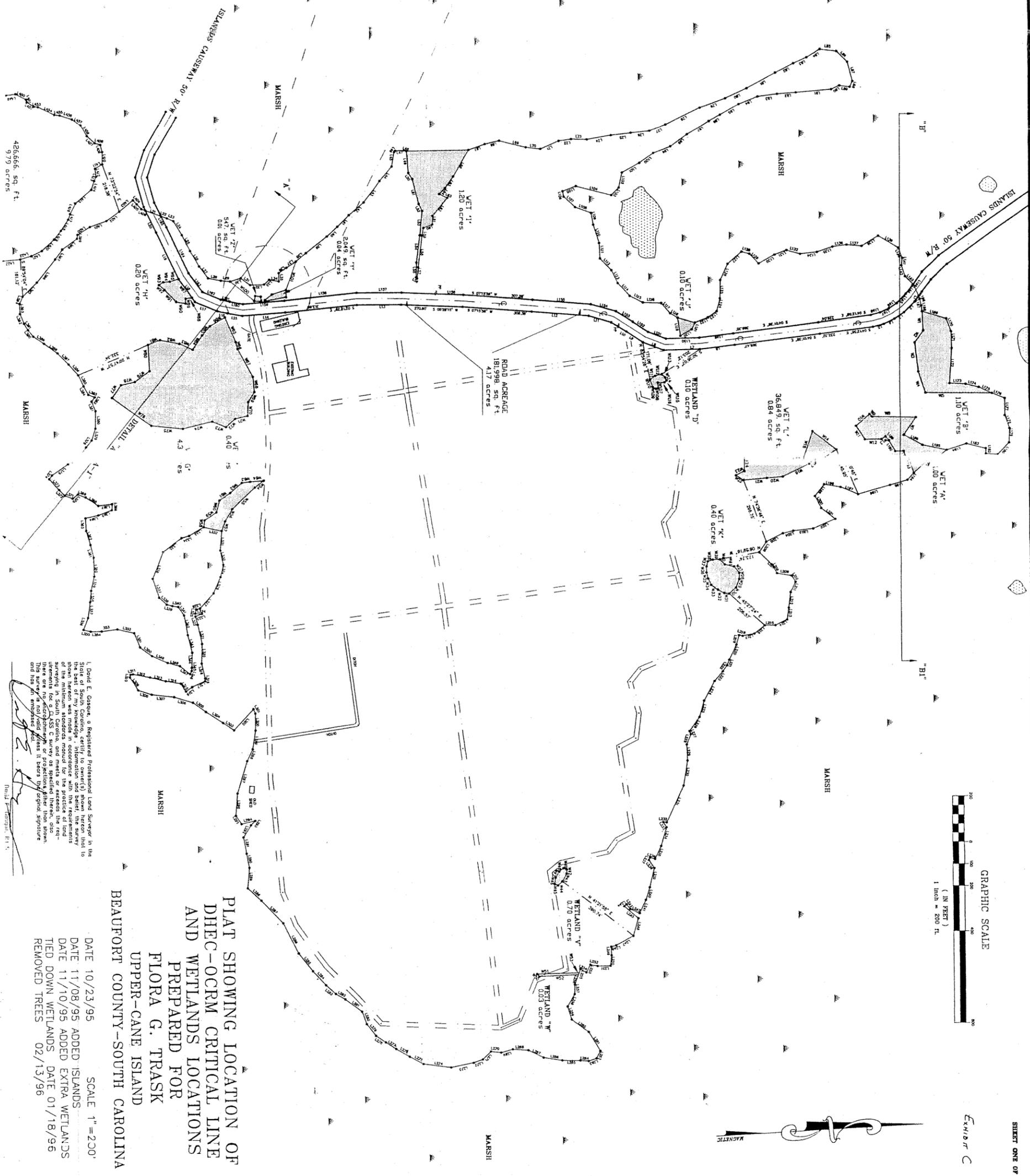
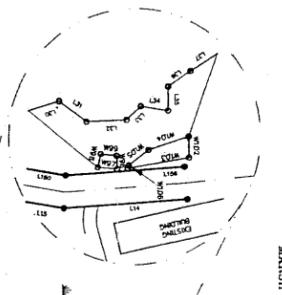
PLAT SHOWING PARCEL "A"
PREPARED FOR GEORGE TRASK
CANE ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA

DATE: 1/11/99 SCALE: 1"=100'

Exhibit C



WETLAND AREAGES	
WETLAND 'T'	= 0.20 ACRES
WETLAND 'M'	= 4.20 ACRES
WETLAND 'Y'	= 0.04 ACRES
WETLAND 'Z'	= 0.01 ACRES
WETLAND 'F'	= 0.40 ACRES
WETLAND 'W'	= 0.03 ACRES
WETLAND 'X'	= 0.70 ACRES
WETLAND 'U'	= 0.84 ACRES
WETLAND 'A'	= 1.00 ACRES
WETLAND 'B'	= 1.10 ACRES
WETLAND 'D'	= 0.10 ACRES
WETLAND 'I'	= 1.20 ACRES
TOTAL ACREAGE	= 217.90 ACRES
TOTAL HIGHLAND ACREAGE	= 210.48 ACRES
TOTAL LOWLAND ACREAGE	= 7.42 ACRES



DHEC-CRITICAL LINE

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER THE LIFE OF THE PROJECT. THE DHEC-OCRM PERMIT AUTHORITY DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT WARRANT THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT. THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT HAVE THE FORCE OF A DHEC-OCRM PERMIT. THE DHEC-OCRM PERMIT MUST BE OBTAINED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION OR CLOSING ON THE SALE OF THIS PROPERTY.

David E. Casque 2-15-96
 DATE 2-15-96
 SIGNATURE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CONDITIONS AND REQUIREMENTS ABOVE.

PLAT SHOWING LOCATION OF
 DHEC-OCRM CRITICAL LINE
 AND WETLANDS LOCATIONS
 PREPARED FOR
 FLORA G. TRASK
 UPPER-CANE ISLAND
 BEAUFORT COUNTY-SOUTH CAROLINA

DATE 10/23/95 SCALE 1"=200'
 DATE 11/08/95 ADDED ISLANDS
 DATE 11/10/95 ADDED EXTRA WETLANDS
 TIED DOWN WETLANDS DATE 01/18/96
 REMOVED TREES 02/13/96

CASQUE & ASSOCIATES INC.
 LAND SURVEYORS PLANNERS
 701 BLADEN STREET, SUITE 207, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (803) 522-1788

I, David E. Casque, a Registered Professional Land Surveyor in the State of South Carolina, certify to owner(s) shown hereon that to the best of my knowledge, information and belief, I have complied with the requirements of the minimum standards method for the practice of land surveying in South Carolina, and make no claim of accuracy or precision in excess of that which is warranted by the standards. This survey is not a subdivision and does not create any new lots or parcels. It bears the original signature and has not been amended.

David E. Casque
 David E. Casque, P.L.S.

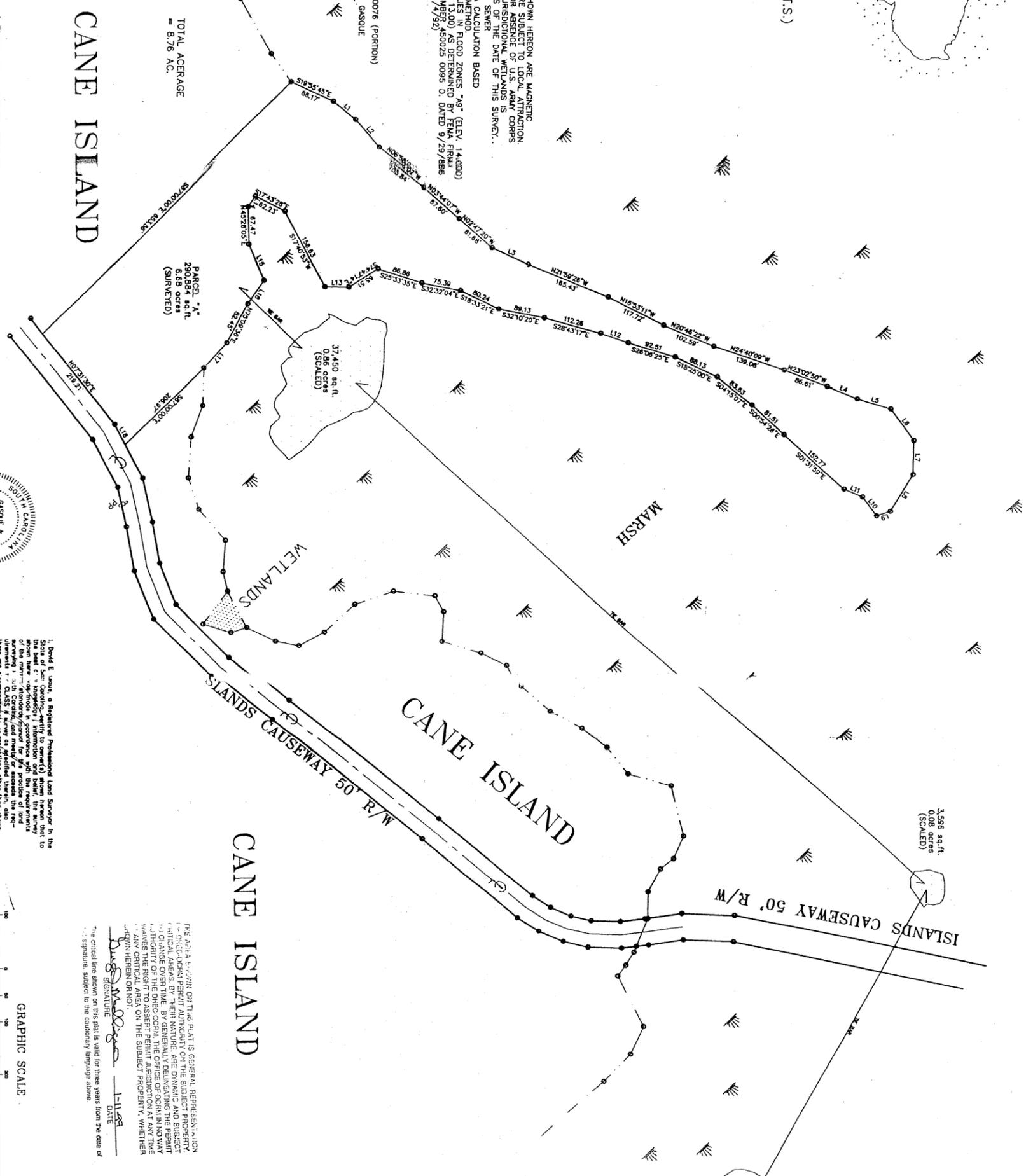


LOCATION MAP (N.T.S.)

- NOTES:**
- 1) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL VARIATION.
 - 2) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDERTAKEN AS OF THE DATE OF THIS SURVEY.
 - 3) PUBLIC WATER & SEWER
 - 4) METHOD OF AREA CALCULATION BASED
 - 5) THIS PROPERTY LIES IN FLOOD ZONES "AG" (ELEV. 14.430) AND "A9" (ELEV. 13.00) AS DETERMINED BY FEMA FIRMS COM-PANEL NUMBER 45025 0095 D. DATED 9/28/98B (INDEX DATED 11/4/92)

- REFERENCES:**
- 1) T.M.S. 200-018-0078 (PORTION)
 - 2) PLAT BY DAVID E. GASQUE
- DATED: 10/23/95

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
 703 BLADEN STREET, BEAUFORT, S.C.
 P.O. BOX 13591, BEAUFORT, S.C.
 (843) 522-1798



TOTAL ACERAGE
 = 8.76 AC.

PARCEL 7A
 280,084 sq. ft.
 6.68 acres
 (SURVEYED)

37,450 sq. ft.
 0.86 acres
 (SCALED)

3,596 sq. ft.
 0.08 acres
 (SCALED)

ISLANDS CAUSEWAY 50' R/W

CANE ISLAND

LINE	LENGTH	BEARING
L1	23.00	N02°18'36"W
L2	23.00	N82°18'36"E
L3	61.20	N82°18'36"E
L4	61.20	N02°18'36"W
L5	66.13	N28°00'44"W
L6	72.88	N09°34'01"E
L7	82.43	N72°03'15"E
L8	27.31	S01°43'18"E
L9	43.14	S01°52'22"W
L10	38.09	S80°04'54"E
L11	45.41	S24°52'27"E
L12	43.78	N82°18'36"E
L13	23.78	N82°18'36"E
L14	23.78	N02°18'36"W
L15	71.52	N24°58'22"E
L16	53.12	N87°18'43"E
L17	63.39	N88°44'47"E
L18	42.88	N82°18'36"E

THE AREA SHOWN ON THIS PLAT IS GENERAL REPRESENTATION OF THE AREA SHOWN ON THE SURVEY PLAT AND SUBJECT TO THE NECESSARY PERMIT AUTHORITY ON THE STATE AND SUBJECT TO THE NECESSARY PERMIT AUTHORITY ON THE FEDERAL AND STATE AGENCIES. BY THEIR NATURE, THE PLAT IS NOT TO BE USED AS A BASIS FOR THE ACQUISITION OF ANY RIGHTS OR INTERESTS IN ANY REAL ESTATE. THE OFFICE OF COURTS IN NO WAY WARRANTS THE ACCURACY OF THE INFORMATION HEREON. ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER OR NOT SHOWN HEREON OR NOT.

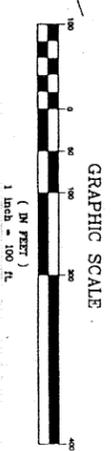
David E. Gasque
 SIGNATURE
 DATE: 1-11-99

The critical line shown on this plat is valid for three years from the date of signature, subject to the cautionary language above.



I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, do hereby certify that the information shown hereon is true and correct to the best of my knowledge and belief, the survey was made in accordance with the requirements of the laws of the State of South Carolina, and that I am a duly Licensed Professional Land Surveyor in the State of South Carolina. My Commission Expires on 12/31/2000.

David E. Gasque, R.L.S.
 S.C. Registration Number 10006



PLAT SHOWING PARCEL "A"
 PREPARED FOR GEORGE TRASK
 CANE ISLAND
 BEAUFORT COUNTY---SOUTH CAROLINA
 DATE: 1/11/99 SCALE: 1"=100'

EXHIBIT D

EXHIBIT D

DESCRIPTION OF DISTANT ISLAND TRACT

ALL that certain piece, parcel or lot of land commonly known as Distant Island, lying and being in Lady's Island Township, County of Beaufort, State of South Carolina, as shown on a plan entitled "Master Plan (Plan C), Distant Island, Beaufort County, South Carolina" certified by Charles Gatch of the Beaufort County Planning Commission on February 26, 1975. (See Exhibit N).

EXCEPTING THEREFROM, the following fifty-six (56) lots which have been previously platted:

<u>Plat Book</u>	<u>Page</u>	<u>Lots</u>
24	130	3, 6, 13, 14, 18, 19, 20
24	131	21, 22, 23, 24, 25, 26, 27, 28
31	33	39, 40, 41, 42, 43, 44, 45, 47, 48, 49
55	118	1, 2, 4, 5, 7, 8, 9, 10
60	153	19
69	90	1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17
74	46	8, 9, 11
74	64	11, 12
<u>Deed Book</u>	<u>Page</u>	<u>Lots</u>
298	815	29
476	1443	15, 17
934	2540	18

Containing approximately 139.66 acres, more or less. This property is referenced on the Beaufort County Tax Maps as District 200, Map 18, Parcel 76B.

EXHIBIT E

SUBDIVISION REGULATIONS

CITY OF BEAUFORT, SOUTH CAROLINA

ADOPTED: FEBRUARY 23, 1971

AMENDED: JULY 14, 1987

BEAUFORT CITY COUNCIL

Henry C. Chambers, Mayor

Tony Bush

Jack Queener

David M. Taub

Fred S. Washington, Jr.

BEAUFORT COUNTY JOINT PLANNING COMMISSION

Sherwood Fender, Chairman

Emory Campbell

Mike McDonald

Earl Pickel

Earl Campbell

*Joe Mix

Gladys Hunsberger

David Christmas

Terry Murray

Joseph Viens

Harold Cosby

Charles R. Gatch, Executive Director

*Denotes City of Beaufort Representation. At the time of publication of the amended Regulations, there is one (1) vacancy on the JPC.

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IV	DESIGN STANDARDS	13
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VI	DEFINITIONS	21
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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 subdivi-
der an opportunity to avail himself of the
advice and assistance of the Planning Commis-
sion 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 ten-
tative 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 conditions 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

f. Certificate of Planning Commission Approval for Recording Plat

I, _____, Chairman of the Beaufort County Joint Planning Commission, hereby certify that said Commission fully approved the final plat of the subdivision entitled _____

_____ on the _____ day of _____, 19____.

Chairman, Beaufort County Joint
Planning Commission

ARTICLE IV

DESIGN STANDARDS

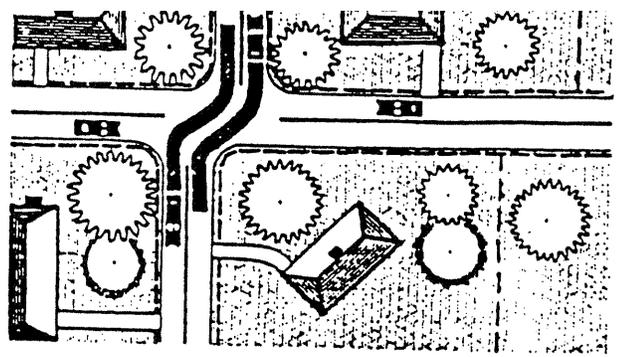
The following design standards shall be considered minimum requirements:

SECTION 40. STREETS

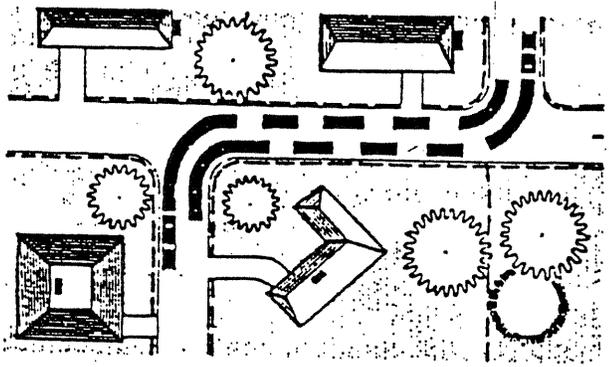
- 40.1 Conformity to Existing Maps or Plans: The location and width of all proposed streets shall be in conformity with official plans and maps of the City of Beaufort and with existing or amended plans of the Planning Commission.
- 40.2 Continuation of Adjoining Street System: The proposed street layout shall be coordinated with the street system of the surrounding area. Where possible, existing major streets shall be extended.
- 40.3 Access to Adjacent Properties: Where it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary of such property and a temporary turnaround shall be provided.

INTERSECTIONS

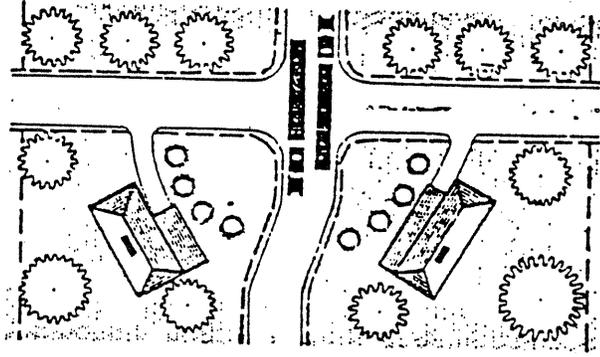
short street jogs
create hazardous
driving conditions



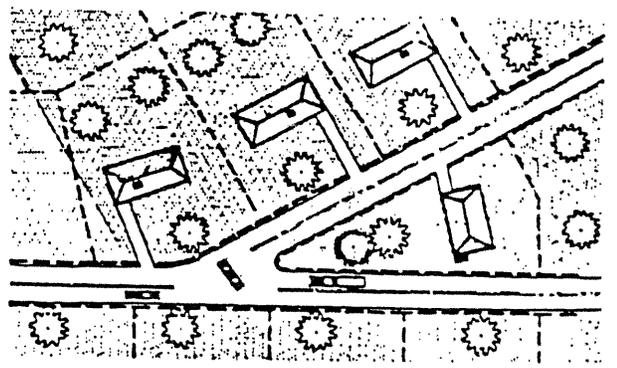
streets offset a
minimum of 200'



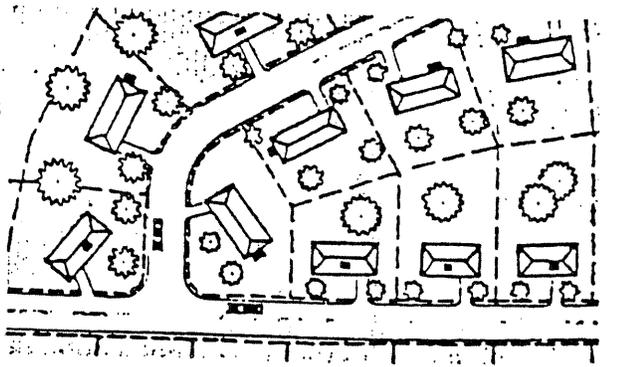
street jogs may be
eliminated through
proper design



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



right angle intersections
result in good lotting
and proper sight
distances



- 40.4 Private Streets. Private streets will be allowed to be platted in subdivisions of 40, or less, lots.
- 40.5 Street Names: Proposed streets, which are obviously in alignment with other existing and named streets, shall bear the assigned name of the existing streets. In no case shall the name of proposed streets duplicate or be phonetically similar to existing street names, irrespective of the use of suffix, street, avenue, boulevard, drive, place, court, etc. It shall be unlawful for any person in laying out any new street or road to name such street or road on any plat, by marking or in any deed or instrument without first getting approval of the Planning Commission.
- 40.6 Reserved Strips Prohibited: Reserved strips at the terminus of a new street shall be prohibited.
- 40.7 Street Jogs: Street jogs with centerline offsets of less than two hundred (200) feet shall be avoided, except where unique conditions, as determined by the Planning Commission, warrant a relaxation of these requirements. However, in no case, shall the centerline offsets of a street jog be less than one hundred and twenty-five (125) feet.
- 40.8 Right Angle Intersections: Street intersections shall be as nearly as right angles as practicable.
- 40.9 Cul-de-sacs: Cul-de-sacs shall not exceed one thousand (1,000) feet in length except where no other access is practical because of topographic reasons.

A minimum terminus right-of-way diameter of eighty (80) feet shall be required for public streets. Temporary dead-end streets shall be provided with a turnaround having a thirty (30) foot pavement radius.

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:

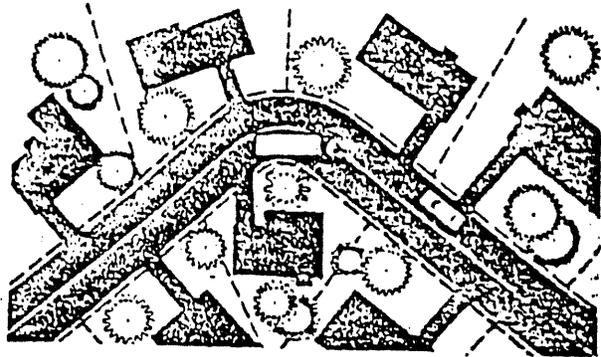
<u>Street Type</u>	<u>Pavement Width</u>	<u>Right-of-Way</u>
Public	22 feet minimum	66 feet minimum
Private	20 feet minimum	40 feet minimum

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.

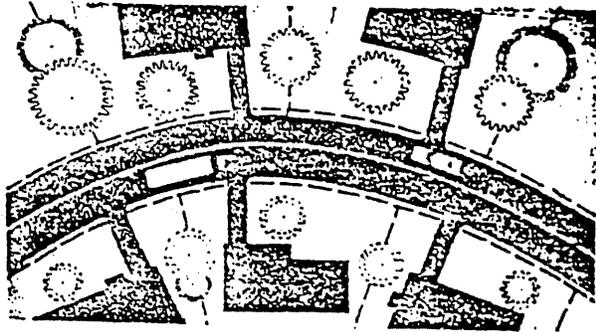
40.13 Tangents: Between reverse curves there shall be a tangent of not less than two hundred (200) feet.

C
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V
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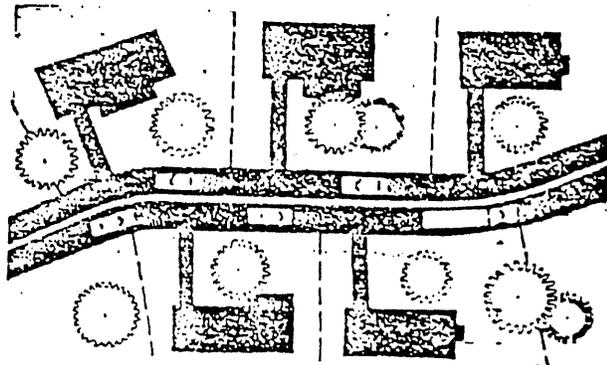
sharp curves reduce
sight distances and
difficult shaped
lots result



proper curvature
results in ample
sight distances and
good lotting



a tangent between
reverse curves
produces longer
sight distances



SECTION 41. EASEMENTS

Easements having a minimum width of eight (8) feet and located along the side or rear lot lines shall be provided as required for utility lines and underground mains and cables.

SECTION 42. BLOCKS

Block lengths and widths shall be as follows:

42.1 Lengths: Block lengths shall not exceed eighteen hundred (1800) feet nor be less than four hundred (400) feet. The maximum length of eighteen hundred (1800) feet may be exceeded where unique conditions, as determined by the Planning Commission, warrant a relaxation of this requirement.

42.2 Widths: Blocks shall have sufficient width to allow two tiers of lots of minimum depth. Blocks may be one lot in depth where single-tier lots are required to separate residential development from through vehicular traffic or non-residential uses, and where other unique conditions as determined by the Planning Commission, warrant a relaxation of the requirement.

SECTION 43. LOTS

Residential lots shall meet the lot width, depth and area requirements of the Zoning Ordinance.

43.1 Orientation of lot lines: Side lot lines shall be substantially at right angles or radial to street lines.

43.2 Lots Abutting Streets: Each lot shall abut a public or private street or cul-de-sac.

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

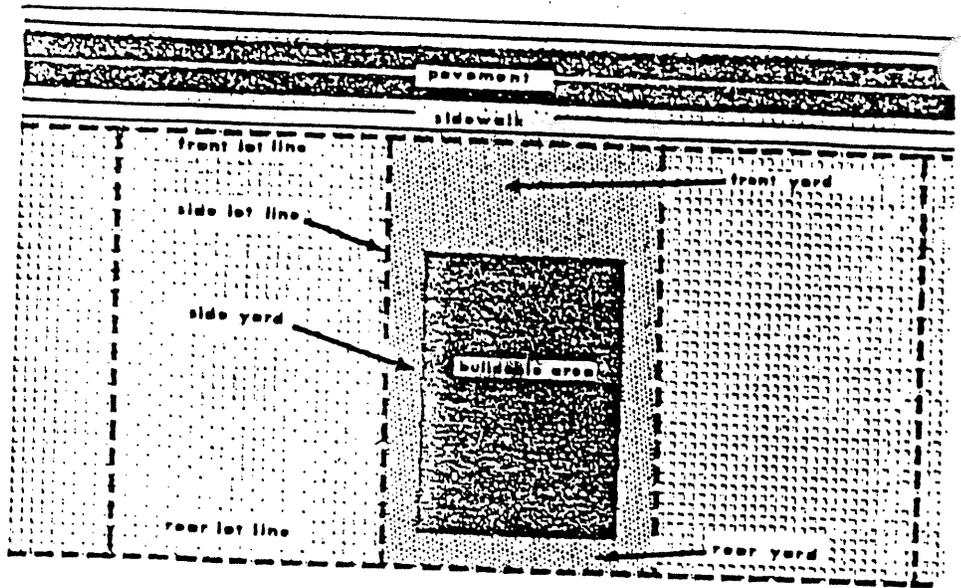
SECTION 50. PERMANENT REFERENCE POINTS

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

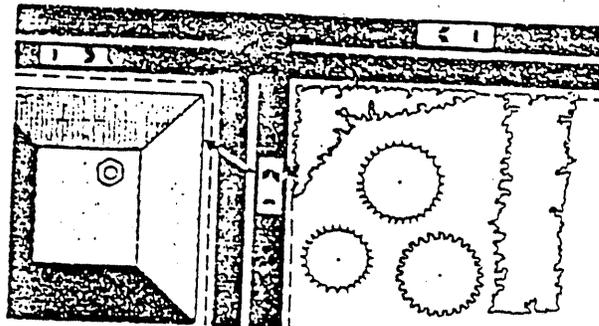
50.1 Control Monuments: Control monuments shall be placed in the pavement of subdivision streets so that no subdivision lot is more than eight hundred (800) feet from a control monument. The Control Monuments should be placed in the streets offset from the centerline to avoid sanitary sewer lines—offset 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

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

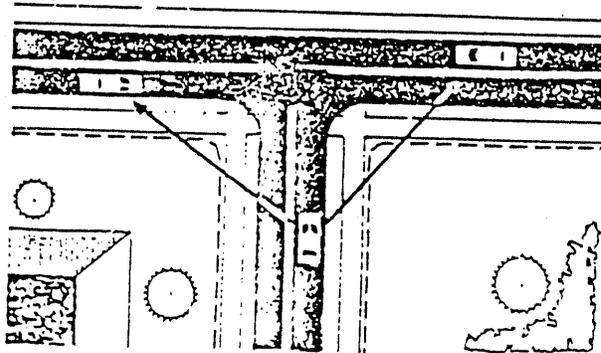
various elements
of a typical lot



improper setback of
buildings and plantings
obstructs vision at
intersections

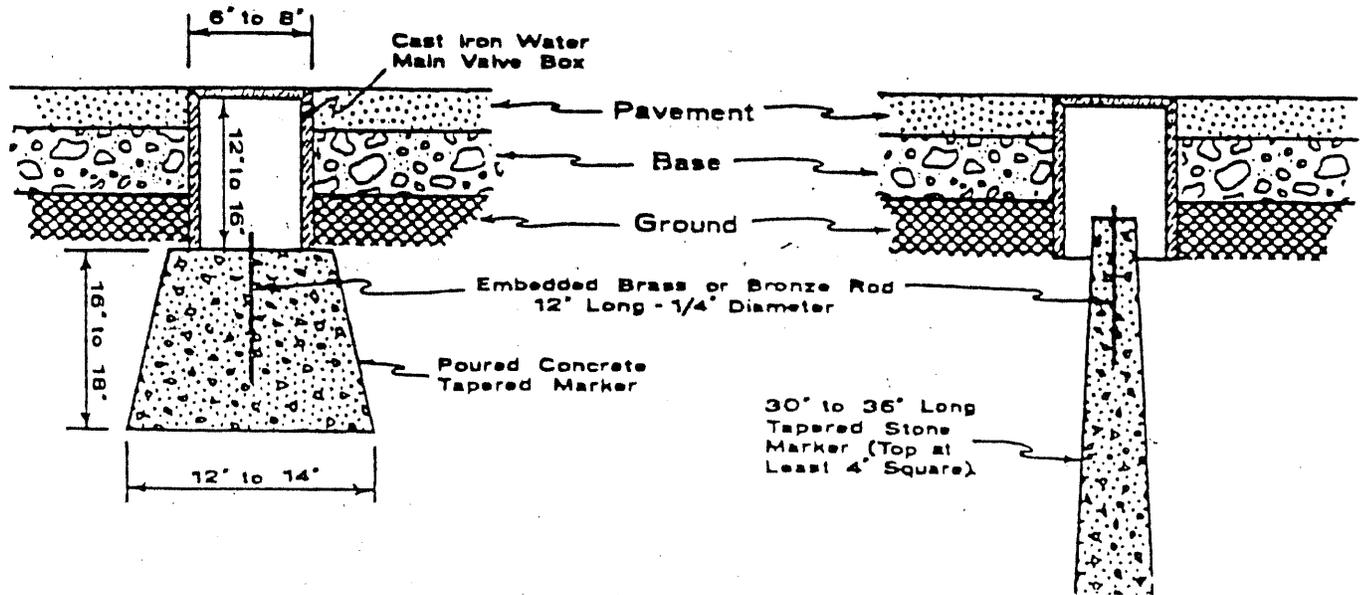


proper setback of
buildings and
plantings provides
good sight
distances



S
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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.

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

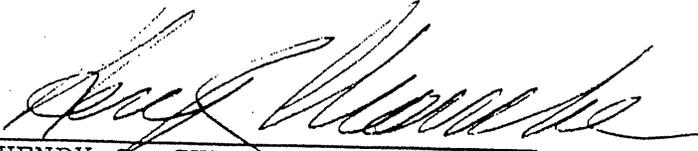
Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such a declaration shall not affect the Ordinance as a whole, or any other part thereof other than the part so declared to be unconstitutional or invalid.

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.

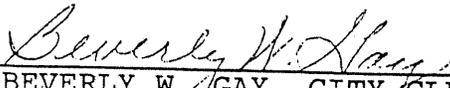
SECTION 84. EFFECTIVE DATE

This Ordinance shall become effective upon adoption.


HENRY C. CHAMBERS, MAYOR

(SEAL)

ATTEST:


BEVERLY W. GAY, CITY CLERK

1st Reading June 23, 1987

2nd Reading
& Adoption July 14, 1987

DATE APPLICATION COMPLETED	RECEIVED BY	FILING FEE	RECEIPT #	<input type="checkbox"/> STAFF REVIEW
				<input type="checkbox"/> FULL BODY REVIEW
NAME OF SUBDIVISION				ZONING DISTRICT
APPLICANT (DEVELOPER) NAME, ADDRESS			PROPERTY OWNER (NAME, ADDRESS)	
			PH. #	
PROJECT LOCATION	TAX MAP #	TOTAL ACREAGE	* LOTS	DENSITY
	PARCEL #	AVERAGE LOT SIZE	SMALLEST LOT	

- PRELIMINARY APPLICATION INFORMATION REQUIRED -

<input type="checkbox"/> SIX COPIES OF SUBDIVISION PLAT <input type="checkbox"/> EXISTING AND PROPOSED LOTS, BLDGS., STRUCTURES, FACILITIES <input type="checkbox"/> EXISTING AND PROPOSED ROADS, PARKING AREAS, OPEN SPACE AND RECREATION AREAS AND AMENITIES <input type="checkbox"/> EXISTING AND PROPOSED LAKES, PONDS, LAGOONS, DITCHES <input type="checkbox"/> PROPERTY LINES, BEARINGS AND DISTANCES <input type="checkbox"/> NORTH ARROW, GRAPHIC SCALE <input type="checkbox"/> SEAL OF REGISTERED SURVEYOR <input type="checkbox"/> VICINITY MAP <input type="checkbox"/> ADJACENT ROADS, HIGHWAYS (NAME, NUMBER, RIGHT OF WAY WIDTH, PUBLIC OR PRIVATE) <input type="checkbox"/> EXISTING AND PROPOSED EASEMENTS (TYPE, SIZE, HOLDER) <input type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES, AND OTHER WETLANDS <input type="checkbox"/> EXISTING COVENANTS OR RESTRICTIONS <input type="checkbox"/> PROPOSED STREET NAMES <input type="checkbox"/> BUILDING SET BACK LINES <input type="checkbox"/> ELECTRIC/TELEPHONE/GAS/CABLE TV LAYOUTS <input type="checkbox"/> OPEN SPACE AREAS/CALCULATIONS <input type="checkbox"/> FLOOD HAZARD DISTRICT LINE	<input type="checkbox"/> EXISTING WATER, SEWER LINES ON OR ADJACENT TO PROPERTY <input type="checkbox"/> DISTANCE TO NEAREST COMMUNITY WATER OR SEWER LINES <input type="checkbox"/> EXISTING ELECTRIC/TELEPHONE/GAS UTILITY LINES ON OR ADJACENT TO PROPERTY <input type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS, HIGHWAYS AND DISTANCES TO NEAREST EXISTING ACCESS POINTS <input type="checkbox"/> WATER SUPPLY, SEWAGE DISPOSAL SYSTEM LAYOUTS <input type="checkbox"/> STORM WATER RUNOFF (DRAINAGE) PLAN <input type="checkbox"/> PROPOSED OWNERSHIP/MAINTENANCE OF IMPROVEMENTS, OPEN SPACE, AMENITIES <input type="checkbox"/> PROPOSED PHASING/DVLPMT TIME SCHEDULE <input type="checkbox"/> LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER, ELECTRIC, TELEPHONE, GAS UTILITY SERVICE FROM APPLICABLE AGENCY <input type="checkbox"/> CONSTRUCTION APPROVAL WATER/SEWER SYSTEMS BY DEPT. HEALTH/ENVIRON. CONTROL <input type="checkbox"/> PROPOSED OFFERS OF PUBLIC DEDICATION <input type="checkbox"/> IMPROVEMENTS BOND (OPTIONAL)
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- FINAL APPLICATION INFORMATION REQUIRED -

<input type="checkbox"/> REGISTERED ENGINEER/CITY ENGINEER CERTIFICATION OF COMPLETED IMPROVEMENTS <input type="checkbox"/> DHEC PERMITS TO OPERATE WATER/SEWER SYSTEMS	<input type="checkbox"/> FINAL ACCEPTANCE OF DEDICATED IMPROVEMENT/AREAS <input type="checkbox"/> FINAL COVENANTS/RESTRICTIONS		
APPLICANT'S SIGNATURE	DATE	DATE SCHEDULED REVIEW	
LANDOWNER'S SIGNATURE	DATE	DATE PRELIMINARY APPVL	DATE FINAL APPVL

EXHIBIT F

EXHIBIT F

MODIFICATIONS TO SUBDIVISION REGULATIONS

- 40.4 Private Streets. Delete the words “in subdivisions of 40, or less, lots.”
- 40.7 Street Jogs. In the first sentence, substitute “Developer or ACC” for “Planning Commission”. Delete the second sentence.
- 40.9 Cul-de-sacs. At the end of the first sentence add “or other reasons determined to be appropriate by the Developer or ACC”.
- 40.10 Alleys. Substitute “Developer or ACC” for “Planning Commission”.
- 40.11 Street Right-of-Way Widths. Substitute as follows for private streets:
Streets that are the primary means of access to a lot shall be a minimum of 18 feet in width and have a minimum right-of-way of 40 feet in width. However, private alleys or lanes that are secondary means of access to a lot may have pavement widths as narrow as 10 feet. See Exhibit V of the Development Agreement.
- 40.12 Sight Distance for Horizontal Curves. Delete
- 40.13 Tangents. Delete

42.1 Lengths.

In the first sentence, substitute “two hundred (200)” for “four hundred (400)”. In the second sentence, substitute “Developer or ACC” for “Planning Commission”.

42.2 Widths.

Substitute “Developer or ACC” for “Planning Commission”.

43 Lots.

In the opening sentence, substitute “Exhibit M of the Development Agreement” for “the Zoning Ordinance”.

70 Exemptions.

Amend subsection a. to read as follows:
“a. The combination or recombination of previously platted lots or portions of previously platted lots where the resulting total number of lots or units is not increased beyond the total number of lots or units approved for the PUD as a whole, and the resultant lots or units are otherwise equal to the standards of the PUD;”

EXHIBIT G

Sec. 5-6054. 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 K, 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 K 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 J, entitled "zoning board of adjustment."

In any 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 control 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.
 - (7) Sign requirements may be set by the city council, following recommendation by the planning commission.
 - (8) In PUD districts, areas used for parking and loading or for traffic ways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress or egress. Accessways

shall generally conform to standards set forth in Article G, section 5-6125, with the following exceptions: Shopping centers, other individual commercial, industrial, institutional and multifamily uses shall have not more than two (2) access points to any public street, unless unusual circumstances demonstrate the need for additional access points. Where possible, all access points to a public street from shopping centers, other individual commercial, industrial, institutional and multifamily uses shall be located at least one hundred (100) feet from the intersection of any street lines and shall be designated in a manner conducive to safe ingress and egress.

(Ord. No. O-08-95, 5-9-95)

Sec. 5-6055. HR historic residential district.

(a) *Intent of district.* It is the intent of this section that the historic point residential district be reserved for low density residential purposes, compatible with the recognition of the point area as a part of the historic district included in the National Register of Historic Places. The regulations which apply within this district are designed to encourage the restoration and preservation of historic buildings, to restrict further development to dwellings that may be varied in design, but relate to and are compatible with the specific area, street, or block in which situated and to avoid unwarranted encroachment of commercial or other uses affecting the historic character of the district.

(b) *Definition.* The point section of the historic residential district is defined as all that property included within an area bounded on the north, east and south by the waters and marshes of the Beaufort River and having a western boundary commencing at the intersection of an imaginary line extending due north from the centerline of New Street into the marshes of the Beaufort River and continuing south along the centerline of New Street to the intersection of Duke Street thence west approximately one hundred sixty (160) feet, thence south following an irregular line to the rear (east) of the commercial property facing on Carteret Street to Bay Street, thence

due south along an imaginary line drawn into the marshes of the Beaufort River. Such district is identified on the official zoning map for the city.

(c) *Permitted uses.* The following uses shall be permitted in the historic residential zoning district:

- (1) All uses permitted in the R-12 one-family residential district as shown in section 5-6042(b).
- (2) One-family dwellings.
- (3) Two-family dwellings.
- (4) Three-family dwellings.
- (5) Accessory use in compliance with provisions of sections 5-6111 and 5-6112.

(d) *Conditional uses.* The following uses may be permitted in the historic residential zoning district, subject to the provisions set forth in section 5-6175:

- (1) All conditional uses permitted in the R-12 one-family residential district as shown in section 5-6042(c).
- (2) Two-unit and three-unit townhouses, provided that such use conforms to requirements set forth in section 5-6045(e), as revised.
- (3) Two-unit and three-unit condominiums, provided that such use conforms to requirements set forth in section 5-6045(d), as revised.
- (4) Interior modification of houses existing prior to December 31, 1983, to accommodate two (2) to three (3) dwelling units, provided further that the total living area shall be at least two thousand (2,000) square feet for a two-family unit and, at least three thousand (3,000) square feet for a three-family unit.
- (5) Group dwellings, provided that such uses conform to the special requirements of this subsection and section 5-6175.

EXHIBIT H

EXHIBIT H

SPECIFIC APPLICATION OF SECTION 5-6054

Section 5-6054 is modified as follows:

Section 5-6054(b)(3)a. The PUD Master Plans (see Exhibits N, O and P) shall be deemed to be "suitable plat plans" for the purpose of Section 5-6054(b)(3)a.

Section 5-6054(b)(3)b. The Development Agreement among Eustis Farm, L.P., Flora G. Trask, Distant Island Company, L.P., and the City of Beaufort, South Carolina, shall be deemed to be a "written report" for the purposes of Section 5-6054(b)(3)b.

Section 5-6054(b)(3)c. "Article G. General Provisions" shall not apply to the PUD Project; relief from same is hereby granted.

Section 5-6054(c). The approval of the planned unit development district will not require a contract guaranteeing completion of the development plan 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 development may not be complete for fifteen (15) years or more.

Section 5-6054(f)(3). Parking and loading requirements for the PUD shall be as recited in the Development Agreement. See Exhibit Z.

Section 5-6054(f)(4). Requirements 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 M and U.

Section 5-6054(f)(7). Sign requirements for the PUD shall be as recited in the Development Agreement. See Exhibit M.

Section 5-6054(f)(8). Requirements for parking and loading and for traffic ways and accessways shall be as recited in the Development Agreement. See Exhibits V and Z.

EXHIBIT I

EXHIBIT I

DEVELOPMENT SCHEDULES FOR THE TRACTS

The estimated time to full build-out is in excess of twenty (20) years, justifying an extended term of this Agreement. Flexibility must be allowed to the Developers as to the exact sequence and timing of individual development phases in recognition of the fact that long term residential developments respond to variable market conditions.

The following development schedules reflect the expected commencement dates and the anticipated interim completion dates at five (5) year intervals:

<u>Eustis Plantation Tract:</u>		
Commencement Date:	January 1, 2003	
Interim Completion Dates:	December 31, 2007	30% complete
	December 31, 2012	60% complete
Completion Date:	December 31, 2017	
<u>Upper Cane Island Tract:</u>		
Commencement Date:	January 1, 2005	
Interim Completion Dates:	December 31, 2009	30% complete
	December 31, 2014	60% complete
Completion Date:	December 31, 2019	
<u>Distant Island Tract:</u>		
Commencement Date:	January 1, 2001	
Interim Completion Dates:	December 31, 2005	40% complete
	December 31, 2010	80% complete
Completion Date:	December 31, 2015	

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, and be extended or shortened, at the Developer's discretion, in order to accommodate changing market conditions. The Property Owners anticipate, without being obligated to complete by said date, that the Project should be complete by December 31, 2020. For Project Planning details, see Exhibit Q.

EXHIBIT J

EXHIBIT J

PERMITTED USES:

It is the intent that the Tracts be developed and reserved primarily for mixed density residential purposes together with local or neighborhood-oriented business or commercial purposes, allowing for the combination of residential uses with permitted business or commercial uses.

As an overview, the permitted uses of the Tracts shall include all uses permitted in the GR general residential district, the GC general commercial district, the MUG mixed-use general district, and hotel, townhouse, rowhouse and condominium uses. However, the permitted uses shall be established in accordance with the following Land Use Regulating Plans:

Upper Cane Island PUD: The Regulating Plan for the Upper Cane Island Tract is keyed to the three urban conditions of Neighborhood Center, Neighborhood General, and Neighborhood Edge. Permitted uses within each Neighborhood shall be as follows:

- A. Neighborhood Center: This designation consists of three categories, as follows:
 - i. *Mixed Use*: accommodates residential and business/commercial uses within the same structure, sometimes combining upper floor residential with lower floor commercial. All permitted uses and conditional uses as listed in Section 5-6047 (GC general commercial district), Section 5-6057 (MUG mixed-use general district), and Section 5-6045 (GR general residential district).
 - ii. *Commercial*: All permitted uses and conditional uses as designated in Section 5-6047 (GC general commercial district).
 - iii. *Residential*: Single family and multi-family uses, and all permitted uses and conditional uses as designated in Section 5-6045 (GR general residential district).
- B. Neighborhood General: accommodates single family uses, attached or detached. Non-residential uses include home occupations.

- C. Neighborhood Edge: accommodates single family uses, detached. Non-residential uses include home occupations and special recreational or civic uses relating to adjacent forests or waterfront.

Distant Island PUD and Eustis Plantation PUD: The Regulating Plan for the Distant Island Tract and the Eustis Plantation Tract is keyed to the two urban conditions of Neighborhood Village Center and Neighborhood Residential. Permitted uses within each Neighborhood shall be as follows:

- A. Neighborhood Village Center: This designation consists of three categories, as follows:
- i. *Mixed Use*: accommodates residential and business/commercial uses within the same structure, sometimes combining upper floor residential with lower floor commercial. All permitted uses and conditional uses as listed in Section 5-6047 (GC general commercial district), Section 5-6057 (MUG mixed-use general district), and Section 5-6045 (GR general residential district).
 - ii. *Commercial*: All permitted uses and conditional uses as designated in Section 5-6047 (GC general commercial district).
 - iii. *Residential*: Single family and multi-family uses, and all permitted uses and conditional uses as designated in Section 5-6045 (GR general residential district).
- B. Neighborhood Residential: accommodates single family uses, multi-family uses, hotel, townhouse, rowhouse and condominium uses, and all permitted uses and conditional uses as designated in Section 5-6045 (GR general residential district). Non-residential uses include home occupations and special recreational or civic uses relating to adjacent open spaces or waterfront.

All PUD Tracts:

- A. All Neighborhoods within the Tracts 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, including golf courses and golf facilities.
- ii. *Civic and institutional uses* including, but not limited to: indoor recreational buildings, 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 and community 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, telecommunications; landscaping, signage, irrigation, bike trails, paths.

Land use within the boundaries of the Tracts will be governed by the Developers and the Community Associations through the use of Covenants and Architectural Control Committees.

offstreet parking, loading and other requirements.

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

Sec. 5-6044. 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 5-6042(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 5-6175.

- (1) All conditional uses permitted in the R-12 one-family residential district, as shown in section 5-6042(c).

(d) *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) Minimum floor area requirement: Six hundred (600) square feet.

- (9) Additional requirements: Uses permitted in R-6 zoning districts shall meet all standards set forth in Article G, pertaining to offstreet parking, loading and other requirements.

- (10) 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)

Sec. 5-6045. 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 5-6042(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 5-6175:

- (1) All conditional uses permitted in the R-12 one-family residential district as shown in section 5-6142(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 on-site, off-street parking space for every new guest unit plus one space for the manager

and one 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 freestanding sign and/or one 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 parking space for every three guest units existing at the time of adoption of this subsection and one 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 on-site, off-street parking space for every guest unit plus one 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 free-standing sign and/or one 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

1. 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, 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

Unit Type	Stories			
	1	2	3	4 or more
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
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

Unit Type	(Floor Area) Minimum	Stories			
		1	2	3	4 or more
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) 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.
- (9) 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.
- (10) Additional requirements: Uses permitted in GR zoning districts shall meet all standards set forth in Article G, pertaining to offstreet parking, loading and other requirements.
- (11) 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:
- May be appropriately intermingled with other types or housing;
 - 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:
- 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.
 - 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.
 - 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.
 - Separation requirements: No portion of a townhouse or accessory structure in or related to one 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.
 - 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 near-

est right-of-way line of abutting streets. Each townhouse shall have on its own lot one 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)

Sec. 5-6046. 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 5-6047(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 5-6047(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.

sidered to have one 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)

Sec. 5-6047. 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 5-6042, 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) Offstreet 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 and/or transmission tower.
- (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. (See section 5-6128 for screening requirements.)
- 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, bearing the date the vehicle was first brought on the lot. Extensions to the ninety-day limit are not encouraged and must be requested before the ninety (90) days expire.
 - d. All repair or service work requiring six (6) or more consecutive hours (i.e. major repair) takes place either within an enclosed structure or behind a suitable screening device. Any repair work or service taking or expected to take six (6) hours or less (i.e. minor repair) need not be screened.
- (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 offstreet 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 5-6053(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 5-6175.

- (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.

(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 offstreet 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)

Sec. 5-6048. 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 regulations 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 profes-

- (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)

Sec. 5-6057. 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:

Single-family, schools, child day-care center, public buildings, public utility substation, public space, place of worship, cemeteries, professional/office/government, seamstress/tailor, florist/gift shop, bank/savings and loan, commercial parking garage, funeral home/mortuary.

(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.

***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.

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 stan-

dards 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)

Sec. 5-6058. 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;
- (2) Encourage coordinated and planned use of the district as:
 - a. An attractive vehicular approach to the Central Business District;
 - b. A central area serving the adjoining residential neighborhoods; and
 - c. A location for limited and controlled commercial activity;
- (3) Encourage rehabilitation of historic structures and development and restoration in harmony with the established architectural scale and style of the district through an integrated mixture of residential and commercial uses; and
- (4) Discourage the intrusion of incompatible uses, the demolition of historic structures, the unnecessary removal of trees, and the creation of visually prominent parking areas.

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

- (1) Residential uses (other than mobile homes) specifically including:
 - a. One-family dwelling.
 - b. Two-family dwelling.

- c. Three-family dwelling provided there is no separate unit established for non-residential use within the same structure. In mixed-use structures where there is a nonresidential unit no more than two (2) residential dwellings shall be established.
- d. Combination of residential use with any use permitted herein provided that all dwelling units have direct access to the ground level.
- (2) All uses permitted in a CP conservation preservation district, as listed in section 5-6014(b).
- (3) Institutional uses specifically including:
 - a. Church or other house of worship.
 - b. School.
 - c. Child day care center.
 - d. Civic or business association.
- (4) Office for business, professional or general purposes (excluding medical and health services and insurance agencies) provided there is no storage, sale, rental, or servicing of goods on the premises except for such activity that is customarily ancillary to the primary office use.
- (5) Business uses specifically including the following provided that there are no drive-through windows:
 - a. Antique shop.
 - b. Barber/beauty shop.
 - c. Dressmaker, seamstress, or tailor.
 - d. Florist shop.
 - e. Bookstore.
 - f. Health food store.
 - g. Bakery.
 - h. Restaurant provided it does not exceed two thousand (2,000) square [feet].
 - i. Theater located only in structures that are standing at the time of adoption of this section.
 - j. Art gallery provided that it is located on the same site as the studio or residence of the artist whose work is displayed therein.

EXHIBIT K

EXHIBIT K

ACCESSORY USES

In addition to the principal uses (as recited in Exhibit J), the following accessory uses are permitted:

- All accessory uses listed in Section 5-6111.
- Accessory dwelling unit (includes a kitchen)
- Customary home occupations
- Fences, hedges, walks, walls
- Guest accommodations - detached/attached – no kitchen
- Guest suites – no kitchen
- Living quarters for caretakers, servants or relatives – no kitchen
- Accessory off-street parking and loading
- Accessory signs
- Storage of recreational equipment
- Storage of refuse or waste normally associated with residential use
- Child's playhouse
- Greenhouse or garden
- Temporary construction facilities and sales offices
- Garage or carport
- Driveway parking
- Gazebo
- Studio or workshop
- Pool
- Accessory building

Accessory use within the boundaries of the Tracts will be governed by the Developers and the Community Associations through the use of Covenants and Architectural Control Committees.

City of Beaufort Department of Planning and Development Services

MEMORANDUM

TO: File

FROM: Libby Anderson, Planning Director *Libby*

DATE: July 8, 2005

SUBJECT: Accessory Dwelling Units—Distant Island

Distant Island is subject to a development agreement that expires in August 2010. A question recently arose as to how accessory dwelling units (ADU) were to be permitted in the development. I have reviewed the development agreement and it appears that accessory dwelling units are not subject to the conditions set out in the zoning ordinance that was in effect at the time the development agreement was adopted. These conditions include items such as minimum and maximum size of the accessory dwelling unit, etc. This being the case, there is no “zoning review” required for accessory dwelling units in Distant Island. The only review that is required from our department is for building code compliance.

(15) Customary home occupations shall not include, among others, the following:

- a. Uses which do not meet the provisions listed above.
- b. Automobile and/or body and fender repairing.
- c. Reserved.
- d. Food handling, processing or packing.
- e. Repair, manufacturing and processing uses; however, this shall not exclude the home occupation of a dressmaker where goods are not manufactured for stock, sale or distribution.
- f. Restaurants.
- g. Uses which entail the harboring, training, raising or treatment of dogs, cats, birds, or other animals.

(Ord. No. O-32-98, §§ 1—6, 6-9-98)

used for more than one commercial vehicle licensed as one ton or less in capacity per family residing on the premises.

- c. Shed or tool room for the storage of equipment used on grounds or for building maintenance.
- d. Children's playhouse and play equipment.

Sec. 5-6111. Accessory uses.

In addition to the principal uses, each of the following uses is considered to be a customary accessory use, and as such, may be situated on the same lot with the principal use or uses to which it serves as an accessory.

- (1) *Uses customarily accessory to dwellings.*
 - a. Private garage not to exceed the following storage capacities:
 - One- or two-family dwelling—Four (4) automobiles
 - Multifamily dwelling—Two (2) automobiles per dwelling unit
 - Group dwelling—One and one-half (1.5) automobiles per sleeping room
 - b. Open storage space or parking area for motor vehicles provided that such space does not exceed the maximum respective storage capacities listed under subsection (1)a. above; and provided that such space shall not be

- e. No more than three (3) dogs or three (3) cats, four (4) months of age or older.
 - f. Private swimming pool and bath house or cabana.
 - g. Private dock or boat house.
 - h. Noncommercial flower, ornamental shrub or vegetable garden, greenhouse or slat house not over eight (8) feet in height.
 - i. Satellite antenna receiving dish.
 - j. Gazebos less than eighty (80) square feet, trelluses, picnic tables, and furniture designed specifically for outdoor use.
- (2) *Uses customarily accessory to church buildings.*
- a. Religious education buildings.
 - b. Kindergartens, nurseries and day care centers.
 - c. Parsonage, parsonium or parish house, together with any use accessory to a dwelling as listed under subsection (1) above.
 - d. Offstreet parking area for the use, without charge, of members and visitors to the church.
 - e. Cemeteries.
 - f. Satellite antenna receiving dish.
- (3) *Uses customarily accessory to retail business, office uses and commercial recreational facilities.*
- a. Offstreet parking or storage area for customers, clients or employee-owned vehicles.
 - b. Completely enclosed building for the storage of supplies, stock or merchandise.
 - c. Light manufacturing and/or repair facility incidental to the principal use provided that dust, odor, smoke, noise, vibration, heat or glare produced as a result of such manufacturing or repair operation is not per-

ceptible from any boundary line of the lot on which said principal and accessory uses are located and provided such operation is not otherwise specifically prohibited in the district in which the principal use is located.

- d. Sheds or tool rooms for the storage of equipment used in operations or maintenance.
 - e. Boat marina.
 - f. Private docks, boat houses.
 - g. Public port and docking facilities.
 - h. Private swimming pools, bath houses, or cabanas.
 - i. Bait house.
 - j. Satellite antenna receiving dish.
- (4) *Uses customarily accessory to public uses, buildings, or activities.* There shall be no limitations regarding accessory uses to any use, building or activity operated within the public domain except that such uses, buildings, or activities must be directly related and subordinate to the principal public use.

(Ord. No. O-08-98, 1-27-98)

Sec. 5-6112. Setback and other yard requirements for accessory uses.

(a) All accessory uses operated in structures above ground level shall observe all setbacks, yard, and other requirements set forth for the district within which they are located, except that those water-oriented facilities such as docks, marinas, boat houses, etc., which shall be allowed to infringe into required setback areas along shorelines and into rivers, lakes, streams and other waterways. On single-family residential lots only, 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.

(b) The guidelines for the siting of satellite antenna receiving dishes are as follows:

- (1) *General requirements.* No form of advertising shall be allowed on the dish or framework other than the manufacturer's small identification plate.

EXHIBIT L

EXHIBIT L

DENSITY FOR EACH TRACT

Upper Cane Island Tract:

For purposes of designating specific areas of land use, the Upper Cane Island Tract has been divided into five land use areas: Neighborhood Center, Neighborhood General, Neighborhood Edge, Open Space, and Rights-of-Way. The areas are shown on the Land Use Summary Chart below and on the PUD Master Plan (see Exhibit P).

LAND USE SUMMARY CHART						
USE		DENSITY	ACREAGE	DWELLING UNITS	% OF TOTAL ACREAGE	CIVIC/COMMERCIAL (SQUARE FOOTAGE)
NEIGHBORHOOD CENTER	COMMERCIAL		19.77		8.9%	285,000
	MIXED USE	6.7		134		
NEIGHBORHOOD GENERAL		5.6	45.0	255	20.1%	
NEIGHBORHOOD EDGE		1.66	63.5	106	29.4%	
OPEN SPACE			38.13		18.2%	
R.O.W.			51.6		23.4%	
TOTAL	GROSS	2.27	218.0	495	100%	285,000
	NET	2.97	166.4	495		

The figures presented in the above chart represent acreages and maximum dwelling units for the Upper Cane Island Tract according to current planning, as well as maximum square footage computations for civic and commercial space. The Tract has 218 acres (plus a 9.79 acre island) and 495 dwelling units. The square footage of civic and commercial building space shall not exceed 285,000 square feet. In reality, since the above chart does not include the 9.79 acres of land on the island located near the southwest corner of Upper Cane Island, the actual densities are lower than those listed above.

Distant Island Tract:

original

For purposes of designating specific areas of land use, the original Master Plan for Distant Island had been divided into five land use areas: "25,000 S.F. Lots", "Patio Lots", "Condominiums", "Roads & R.O.W.", and "Open Space". The areas are shown on the Land Use Summary Chart below and on the previously recorded Master Plan (see Exhibit N).

Use	Units	Acreage	Density/Acre	% of Total Acreage
25,000 S.F. Lots	149	96.3	1.55	54%
Patio Lots	30	7.9	3.80	4%
Condominiums	96	17.2	5.58	10%
Roads & R.O.W.		18.5		10%
Open Space		39.9		22%
Total Gross	275	179.8	1.53	100%
Total Net	275	161.3	1.70	90%

The new PUD Master Plan for the Distant Island Tract consists of Exhibit N, less Exhibit T (the existing platted lots on Distant Island). The resulting PUD for the Distant Island Tract divides land use into five land use areas: 1/2 acre lots, 1/4 acre lots, Condominiums, Roads & R.O.W. and Open Space. These areas are shown on the Land Use Summary Chart below:

Current

Use	Units	Acreage	Density/Acre	% of Total Acreage
1/2 Acre Lots (+ or -)	93	64.8	1.44	46%
1/4 Acre Lots (+ or -)	30	7.9	3.80	6%
Condominiums	96	17.2	5.58	12%
Roads & R.O.W.		14.0		10%
Open Space		35.8		26%
Total Gross	219	139.7	1.57	100%
Total Net	219	125.7	1.74	90%

In the event that a Village Center concept is added to the PUD (such as the example in Exhibit R), the revised PUD for the Distant Island Tract would divide the land use into five different land use areas: Neighborhood Village Center (Commercial and Residential), Neighborhood Residential, Condominiums, Roads & R.O.W., and Open Space. Reference is made to Exhibit J. These areas are shown on the Land Use Summary Chart below:

Village Center Option

Use	Density	Acreage	Dwelling Units	% of Total Acreage	Civic/Commercial Square Footage
Neighborhood Village Center		*	**		***
Neighborhood Residential	1.69	72.7	123	52%	
Condominiums	5.58	17.2	96	12%	
Roads & R.O.W.		14.0		10%	
Open Space		35.8		26%	
Total Gross	1.57	139.7	219	100%	
Total Net	1.74	125.7	219	90%	

* Not to exceed 13% of Gross Acreage.

** Not to exceed 3 dwelling units/acre within the Neighborhood Village Center; the number of dwelling units within the Neighborhood Village Center must be offset by a reduction of an equal number of dwelling units in Neighborhood Residential or Condominiums.

*** Not to exceed 10,000 square feet of space/acre within the Neighborhood Village Center.

Eustis Plantation Tract:

For purposes of designating specific areas of land use, the original Master Plan for Eustis Plantation (see Exhibit O) has been divided into five land use areas: "Single Family Lots," "Condominiums," "Open Spaces," "Roads & R.O.W.'s" and "Irrigation Land." The areas are shown on the Land Use Summary Chart below and on the original Master Plan (see Exhibit O).

Original

Use	Units	Acreage	Density/Acre	% of Total Acreage
Single Family Lots	28	10.7	2.62	15%
Condominiums	92	32.1	2.86	46%
Open Spaces		14.9		21%
Roads & R.O.W.		9.5		14%
Irrigation Land		2.5		4%
Total Gross	120	69.7	1.72	100%
Total Net	120	57.7	2.08	82%

The new PUD Master Plan for the Eustis Plantation Tract consists of Exhibit O, less the approximately 11.7 acres of land located near the end of Chowan Creek Bluff Road as shown on Exhibit O, plus approximately 38.90 acres of land being Parcels A, B, C, D, E, F, G, H, I, J, K and L as shown in Plat Book 59 at Page 175 within Exhibit B. These new parcels are "hummocks" which contain a combined total of approximately 38.90 acres of open space. As a

New Plan

result, the new PUD Master Plan encompasses a total of approximately 96.90 acres of land (69.7, less 11.7, plus 38.9), with the following five land use areas:

Use	Units	Acreage	Density/Acre	% of Total Acreage
Single Family Lots	28	10.7	2.62	11%
Condominiums	92	20.4	4.51	21%
Open Spaces		53.8		56%
Roads & R.O.W.		9.5		10%
Irrigation Land		2.5		2%
Total Gross	120	96.9	1.24	100%
Total Net	120	84.9	1.41	88%

Although the number of dwelling units has remained unchanged, the acreage of open space has been significantly increased and the density has been significantly reduced from the original Master Plan.

In the event that a Village Center concept is added to the PUD, the revised PUD for the Eustis Plantation Tract would divide the land use into six different land use areas: Neighborhood Village Center (Commercial and Residential), Neighborhood Residential, Condominiums, Roads & R.O.W., Irrigation Land and Open Space. Reference is made to Exhibit J. These areas are shown on the Land Use Summary Chart below:

Village Center Option

Use	Density	Acreage	Dwelling Units	% of Total Acreage	Civic/Commercial Square Footage
Neighborhood Village Center		*	**		***
Neighborhood Residential	2.62	10.7	28	11%	
Condominiums	4.51	20.4	92	21%	
Roads & R.O.W.		9.5		10%	
Irrigation Land		2.5		2%	
Open Space		53.8		56%	
Total Gross	1.24	96.9	120	100%	
Total Net	1.41	84.9	120	88%	

* Not to exceed 13% of Gross Acreage.

** Not to exceed 3 dwelling units/acre within the Neighborhood Village Center; the number of dwelling units within the Neighborhood Village Center must be offset by a reduction of an equal number of dwelling units in Neighborhood Residential or Condominiums.

*** Not to exceed 10,000 square feet of space/acre within the Neighborhood Village Center.

EXHIBIT M

EXHIBIT M

DESIGN STANDARDS AND DEVELOPMENT STANDARDS

Upper Cane Island PUD:

The following standards shall apply to the Upper Cane Island PUD:

1. Lot specifications

Lot specifications and setbacks shall be as shown in Exhibit U.

2. Building height

Building height for residential, commercial, and civic structures, excluding architectural features such as chimneys, observation towers, antennae and steeples, will be measured from Finished Grade to the peak or highest point of the roof.

The maximum building height of all single family and multi-family occupancies shall not exceed 50 feet. On lots with marsh or water frontage, the maximum building height shall be 35 feet; however, on said lots the building height may be increased one (1) foot for every additional foot that the building is set back from the critical line setback described in "Item 3. Setbacks" (to a maximum building height of 50 feet if the building on the lot is set back 45 feet from the critical line for a single family building or 55 feet from the critical line for a multi-family building). For any residential building in excess of 35 feet, adequate access shall be provided for a ladder truck.

Non-residential structures shall have a height limitation of 50 feet, as measured from Finished Grade. On lots with marsh or water frontage, the maximum building height shall be 35 feet; however, on said lots the building height may be increased one (1) foot for every additional foot that the building is set back from the critical line setback described in "Item 3. Setbacks" (to a maximum building height of 50 feet if the building on the lot is set back 55 feet from the critical line). For any non-residential building in excess of 35 feet, adequate access shall be provided for a ladder truck.

Upper Cane Island

Church steeples may not exceed 100 feet from Finished Grade.

3. Setbacks

Building setbacks shall be in accordance with Exhibit U.

Setbacks from the OCRM critical line shall be 30 feet for single family residential structures, 40 feet for multi-family residential structures, and 40 feet for non-residential structures. However, one civic building on the waterfront may have a setback from the OCRM critical line of 25 feet.

4. Site Parameters for Commercial Uses

The location of civic and commercial uses at Upper Cane Island is indicated on the PUD Master Plan. See Exhibit P. The ultimate number of residents will be the final determining factor in the actual size and type of civic and commercial buildings and businesses. The allowable square footage for the Neighborhood Center is set at 285,000 square feet, subject to the provisions of Section 28.

5. Street and Thoroughfare Standards

The Upper Cane Island street system shall be private and shall be maintained by the Developer or a Community Association. See Exhibit V for Thoroughfare Standards and Exhibit W for the Roadway Plan. Notwithstanding the foregoing, in the event that a street is constructed to S.C. Department of Transportation standards and is acceptable as a public street, the City will consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the owner of the street. The City will consider acceptance of any drainage systems separately from acceptance of any streets.

(A) Private Roads, Rights-of-Way, and Pavement Widths

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

Upper Cane Island

paving, safety, and drainage goals set by the Developer directly or through an ACC. Low speed limits and traffic mitigation devices may be employed.

Streets that are the primary means of access to a lot shall be a minimum of 18 feet in width and have a minimum right-of-way of 40 feet in width. 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>
Boulevard	40 feet	80 feet
Avenue	28 feet	60 feet
Main Street	34 feet	50 feet
Street	18 feet	50 feet
Drive	18 feet	50 feet
Small Road	18 feet	40 feet
Small Drive	18 feet	40 feet
Alley	24 feet	24 feet
Wide Lane	16 feet	24 feet
Lane	10 feet	24 feet
Pedestrian Path	5 feet	15 feet

(B) Street Sections

The street sections may, at the discretion of the Developer, include the following types:

- a) curb and gutter (roll over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes

There shall be no vertical curbs on streets with less than 20 feet of pavement width.

(C) Access to Major Thoroughfares

Access to major thoroughfares will be according to the Upper Cane Island PUD Master Plan.

Distant Island PUD and Eustis Plantation PUD:

The following standards shall apply to Distant Island PUD and Eustis Plantation PUD:

1. Standards and Lot Size

The Development Standards shall be similar to those now in effect as established through the Declaration of Covenants, Restrictions and Easements of Distant Island Company. (See Exhibit Y)

Design Standards shall be similar to those now in effect for The Village of Distant Island, as such standards may be amended from time to time in accordance with the applicable Covenants. (See Exhibit X)

Single-family Lot size shall be six thousand (6,000) or more square feet.

2. Building Height

Building height for residential, commercial and civic structures, excluding architectural features such as chimneys, observation towers, antennae and steeples, will be measured from Finished Grade to the peak or highest point of the roof.

The maximum building height of all single family and multi-family occupancies shall not exceed 40 feet. (Cf. § 6.04 of Exhibit Y) For any residential building in excess of 35 feet, adequate access shall be provided for a ladder truck.

Non-residential structures shall have a height limitation of 50 feet, as measured from Finished Grade. For any non-residential building in excess of 35 feet, adequate access all be provided for a ladder truck.

Church steeples may not exceed 100 feet from Finished Grade.

3. 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. (Cf. § 6.03 of Exhibit Y)

There shall be no minimum floor area for a condominium unit, for a commercial space, or for an accessory building.

4. Setbacks

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 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 Developer or 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. (Cf. § 6.17 of Exhibit Y)

Setbacks from the OCRM critical line shall be 30 feet for single family residential structures, 40 feet for multi-family residential structures and 40 feet for non-residential structures.

5. Site Parameters for Commercial Uses

The location of civic and commercial uses in a Neighborhood Village Center will be indicated on any revised PUD Master Plan. The total maximum allowable square footage for all civic and commercial uses in a Neighborhood Village Center shall be 10,000 square feet of space for each acre included within the Neighborhood Village Center.

6. Street and Thoroughfare Standards

The Distant Island and Eustis Plantation street systems shall be private and shall be maintained by the Developer or a Community Association except for that portion of Distant Island Drive which on the date of this Agreement is a public road, and except for Chowan Creek Bluff Road, which is also a public road on the date of this Agreement.

Notwithstanding the foregoing, in the event that a street is constructed to S.C. Department of Transportation standards and is acceptable as a public street, the City will consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the owner of the street. The City will consider acceptance of any drainage systems separately from acceptance of any streets.

(A) Private Roads, Rights-of-Way, and Pavement Widths

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 Developer. Low speed limits and traffic mitigation devices may be employed.

Streets that are the primary means of access to a lot shall be a minimum of 18 feet in width and have a minimum right-of-way of 40 feet in width. 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>
Boulevard	40 feet	80 feet
Avenue	28 feet	60 feet
Main Street	34 feet	50 feet
Street	18 feet	50 feet
Drive	18 feet	50 feet
Small Road	18 feet	40 feet
Small Drive	18 feet	40 feet
Alley	24 feet	24 feet
Wide Lane	16 feet	24 feet
Lane	10 feet	24 feet
Pedestrian Path	5 feet	15 feet

(B) Street Sections

The street sections may, at the discretion of the Developer, include the following types:

- a) curb and gutter (roll over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes

There shall be no vertical curbs on streets with less than 20 feet of pavement width.

All PUD Tracts:

The following standards shall apply to all three Tracts:

1. Buffers and Signage

The planning of the Tracts has taken into account the existence of natural elements on the Tracts such as trees, hedgerows, marsh areas, ponds, freshwater wetlands and saltwater waterways. These natural elements will be employed to soften the impact of adjoining land use areas.

In addition, buffers may be employed on public roads as follows: A buffer may be maintained along both sides of the public roads on the Tracts. Additional highland buffers bordering marshes and waterways shall not be required, as the Tracts are buffered by wide expanses of saltwater wetlands. Buffers shall not be required bordering freshwater wetlands.

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.

All signs on the Project shall be governed by the Developer directly or through the use of Covenants and the ACC.

2. Acreage Adjustments

The acreages depicted on the PUD Master Plans are approximate. In order to maintain the necessary development flexibility, the precise acreages for the various parcels, open spaces, roads and other areas depicted on the Master Plans may be adjusted for final planning purposes. This flexibility shall include boundary adjustments and final road locations. However, acreage adjustments cannot be used to increase density or to create a material change (15% or more of the land area) of a land use location from what is shown on the Master Plans.

3. Covenants

The Developers will record in the Beaufort County RMC Declarations of Covenants. 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 Y as an example.

Covenants may be recorded for any phase or portion of the Development. They may function as the basic rules of the neighborhoods 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 Developer or the ACC applicable to such Tract, phase or portion. See Exhibit X as an example of Design Standards.

4. Phasing

The Tracts shall be phased developments. The Developers propose 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 Developers.

A phase may consist of any parcel, any part of a parcel or any combination of parcels, as shown on the PUD Master Plans. 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 Tract.

The types of neighborhoods currently envisioned for the Tracts include, but are not limited to, the following:

- a) a traditional residential neighborhood with varying sized lots bordering streets laid out in a grid pattern;
- b) a commercial village neighborhood or village center;
- c) a neighborhood of clustered mixed-use units;
- d) a conventional style neighborhood with cul-de-sacs;
- e) any type of neighborhood compatible with the intent of PUD Master Plans.

For more detailed information on Project Phasing, see Exhibit Q. All three Tracts will be phased developments.

5. Docks and Bulkheads

The number, location, size, and other characteristics of docks shown on the plans 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 Developer or the ACC. No City ordinance relating to docks shall be applicable.

6. Amenities

The types of amenities considered appropriate and which may be developed on the Tracts include, but are not limited to, the following:

civic buildings and structures, chapels, cemeteries, tennis courts, swimming pools, playing fields, lawn croquet, golf courses and golf facilities, horse stables, riding trails, pedestrian paths, wildlife observation platforms, boat landings, boat storage areas, 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.

7. 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 plans and specifications approved by the Developer or the ACC. (Cf. § 6.11 of Exhibit Y)

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 Developer or the ACC. All off-street parking shall have direct access to a street, road, alley, or access easement. See Exhibit Z for general guidelines.

8. Landscaping

No construction or alteration of any structure shall take place on any Lot without application to the Developer or the ACC and the prior written approval of the Developer or 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 Developer or the ACC of the plans and specifications therefore. (Cf. § 6.12 of Exhibit Y)

9. Aesthetics

The Developer or 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. (Cf. Exhibit X)

10. Trees

No tree having a diameter of two and one-half inches or greater, as measured at a height of two (2) feet above the ground, may be removed without the prior written consent of the Developer or the ACC. (Cf. § 6.13 of Exhibit Y, and Exhibit X)

EXHIBIT N

EXHIBIT N

THE DISTANT ISLAND PUD MASTER PLAN

The Distant Island Planned Unit Development Master Plan will result in the creation of a residential development on Distant Island. The Development will be accessible either by boat from Chowan Creek or Distant Island Creek, or by car over Distant Island Drive; it will consist of the entirety of Distant Island excepting the fifty-six (56) lots which have been previously platted. (See Exhibit T) However, five (5) of said fifty-six (56) lots, namely CC 11 and 12, and DI 40, 41 and 49, are included in the Distant Island PUD.

The original Master Plan provided for three types of residential development:

- A. Residential lots of approximately one-half acre in size
- B. Patio lots of approximately one-quarter acre in size
- C. Condominium units envisioned to occupy a land area of approximately 17.2 acres

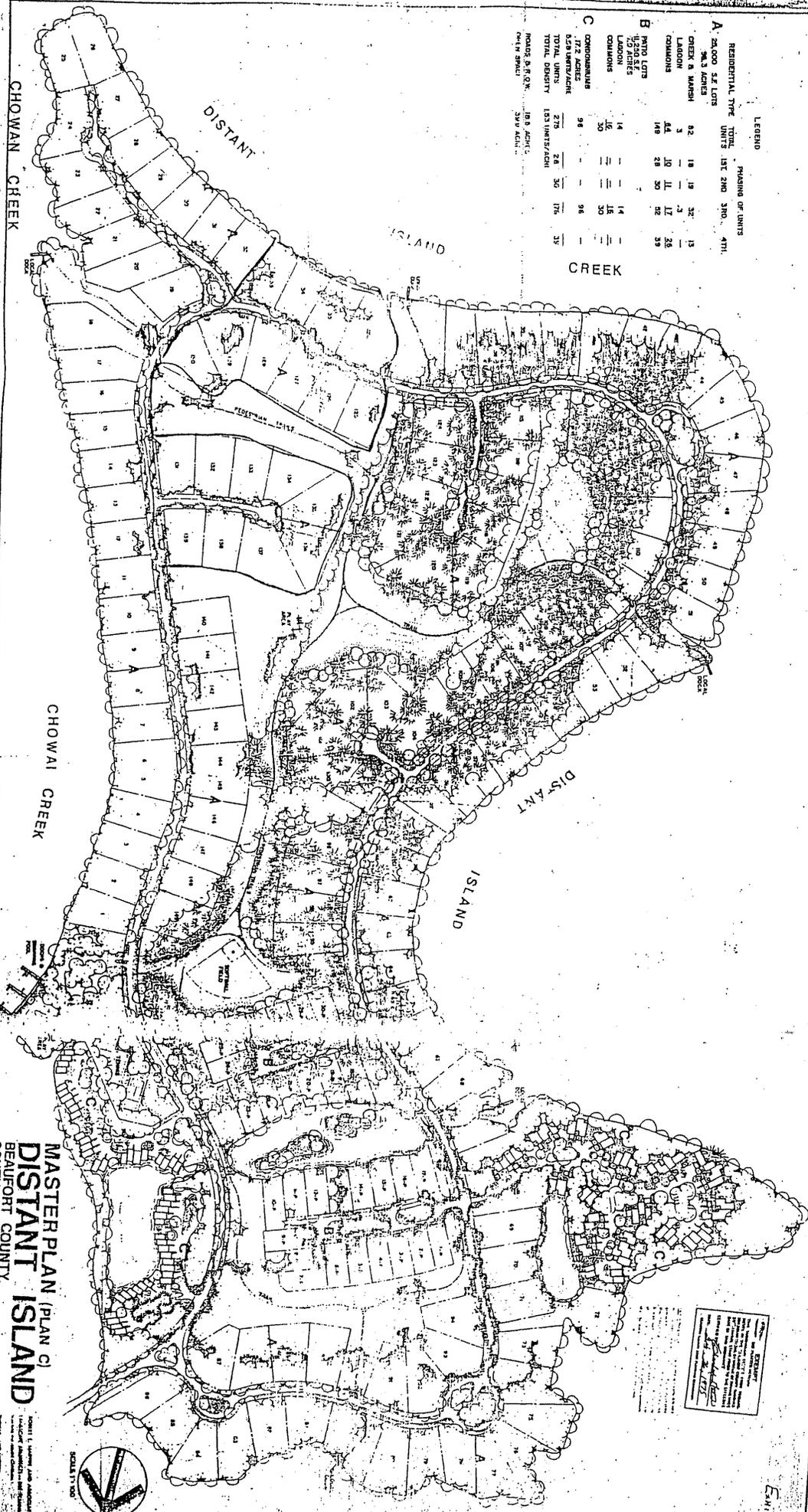
The new PUD Master Plan for the Distant Island Tract consists of the plan within this Exhibit N, less Exhibit T. No lot shall be less than six thousand (6,000) square feet in size; however, lots may be greater than one-half (1/2) acre in size.

The new PUD Master Plan may, however, be modified to provide for certain permitted non-residential uses within a Village Center (see Exhibit J) similar to the concept illustrated on the Village Center Conceptual Master Plan in Exhibit R. Facilities envisioned in such a Village Center plan for Distant Island may include:

- 1) a Village Green located near the middle of the Village Center
- 2) a Village Meeting House
- 3) an Amphitheater with Lawn Terraces and an Island Stage
- 4) Shops and Offices around the Village Green
- 5) a Community Garden

- 6) a Bed and Breakfast or Restaurant
- 7) Playground, Pool or Tennis areas
- 8) a number of sites within the Village Center and on the island edge to serve various civic and commercial uses.

The character of the residential development ranges from single family detached houses, to patio homes, to multi-family housing and condominium units. If a Village Center is added to the residential development, it would serve to complement the residential character with an urban core scaled to be compatible with the surrounding neighborhood.



LEGEND

RESIDENTIAL TYPE	TOTAL UNITS	PHASING OF UNITS			
		1ST 2ND 3RD 4TH			
A. 5,000 S.F. LOTS					
CREEK & MARSH	82	18	19	32	13
COMMONS	4	10	11	17	28
B. PAVILION LOTS					
1/2 ACRE LOTS	14	1	1	1	1
COMMONS	30	1	1	1	1
C. CONDOMINIUMS					
172 APARTS	98	1	1	1	1
650 S.W. ACRES	27	26	30	176	35
TOTAL UNITS	133	56	61	153	79
TOTAL DENSITY	153 UNITS/ACRE				

PREPARED BY: R. B. ADAMS, INC.
 3014 W. 10TH ST., SUITE 100
 FORT WORTH, TEXAS 76102

Part 1

Part 2

**MASTER PLAN (PLAN C)
DISTANT ISLAND**
BEAUFORT COUNTY
SOUTH CAROLINA

PREPARED BY: R. B. ADAMS, INC.
 3014 W. 10TH ST., SUITE 100
 FORT WORTH, TEXAS 76102

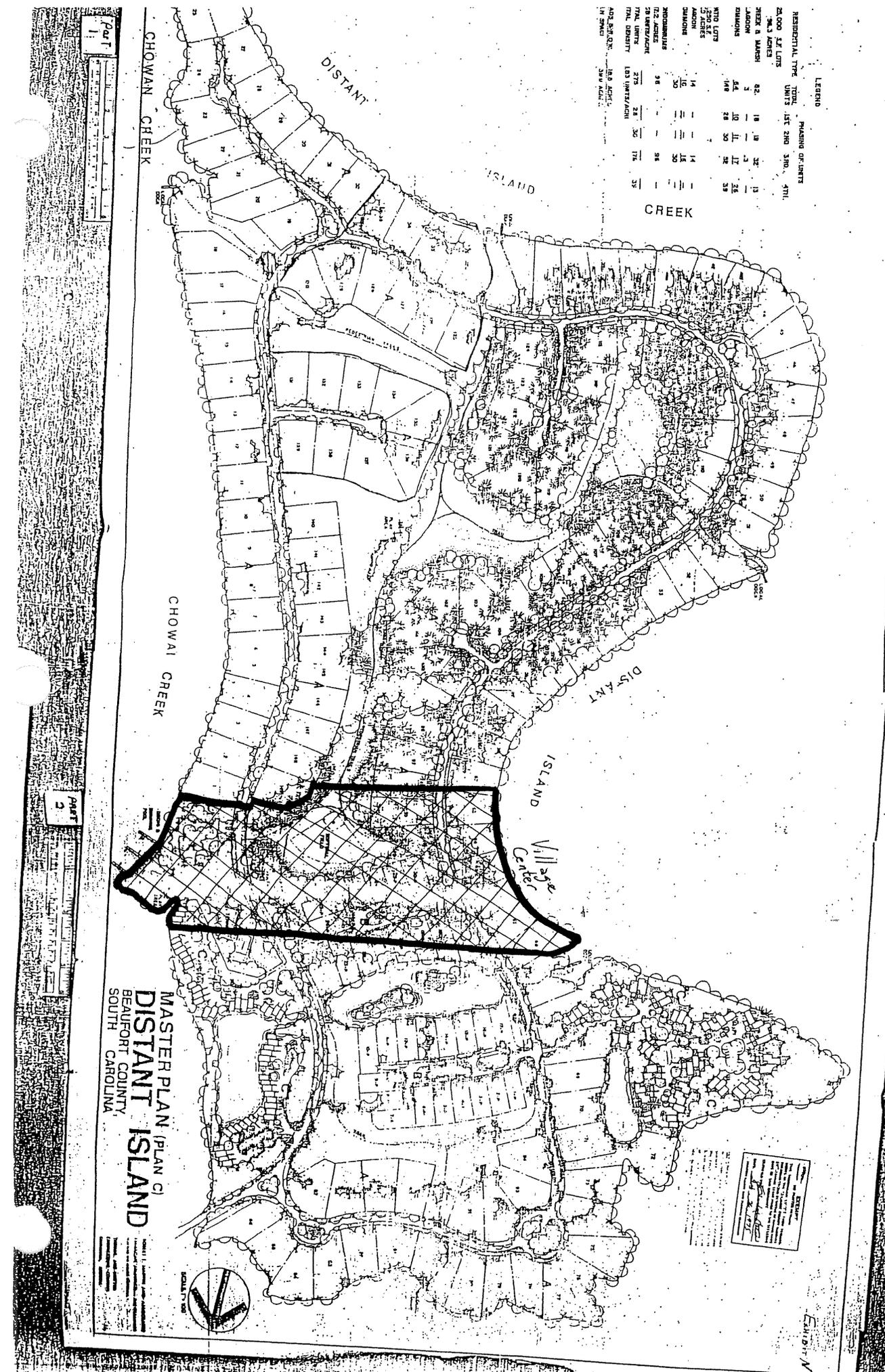


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 NO PART OF THIS PLAN
 MAY BE REPRODUCED OR
 TRANSMITTED IN ANY FORM
 OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING,
 OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL
 SYSTEM, WITHOUT THE
 WRITTEN PERMISSION OF
 R. B. ADAMS, INC.

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LEGEND

RESIDENTIAL TYPE	TOTAL UNITS	PLANNING DISTRICT	1ST 2ND 3RD 4TH		
24,000 S.F. LOTS	32	18	19	32	13
36,000 S.F. LOTS	3	10	11	17	26
48,000 S.F. LOTS	148	28	30	32	33
W/10 LOTS					
2,000 S.F. LOTS					
3,000 S.F. LOTS					
4,000 S.F. LOTS					
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89,000 S.F. LOTS					
90,000 S.F. LOTS					
91,000 S.F. LOTS					
92,000 S.F. LOTS					
93,000 S.F. LOTS					
94,000 S.F. LOTS					
95,000 S.F. LOTS					
96,000 S.F. LOTS					
97,000 S.F. LOTS					
98,000 S.F. LOTS					
99,000 S.F. LOTS					
100,000 S.F. LOTS					

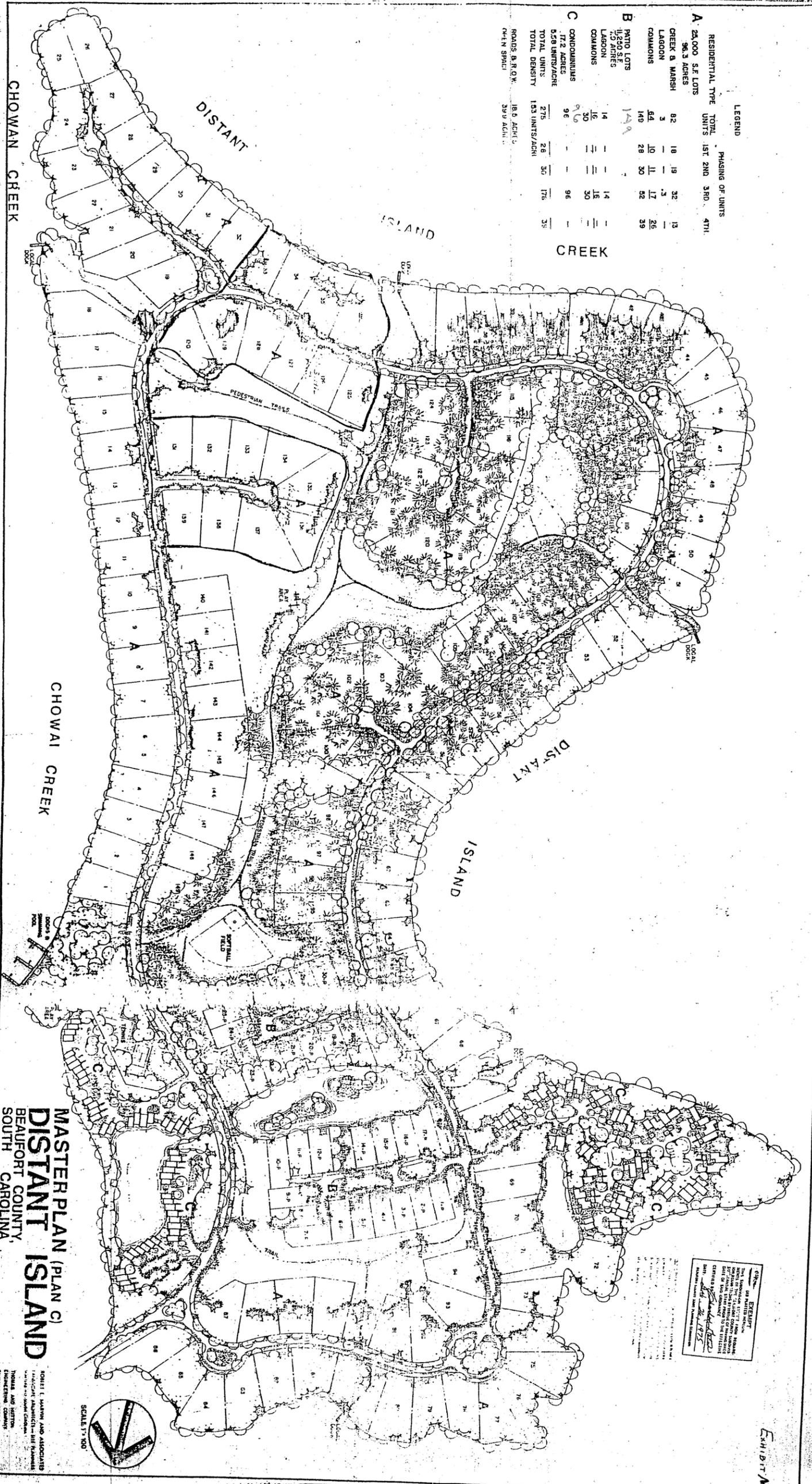


MASTER PLAN (PLAN C)
DISTANT ISLAND
 BEAUFORT COUNTY,
 SOUTH CAROLINA



NOTES:
 1. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE BEAUFORT COUNTY ZONING ORDINANCES.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE BEAUFORT COUNTY BOARD OF ZONING ADJUSTMENTS.
 3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE DEVELOPER SHALL MAINTAIN THE OPEN SPACE AREAS AND WATER FEATURES IN ACCORDANCE WITH THE MASTER PLAN.
 5. THE DEVELOPER SHALL MAINTAIN THE ROADWAY AND UTILITY LINES IN ACCORDANCE WITH THE MASTER PLAN.
 6. THE DEVELOPER SHALL MAINTAIN THE LANDSCAPING AND PLANTING IN ACCORDANCE WITH THE MASTER PLAN.
 7. THE DEVELOPER SHALL MAINTAIN THE UTILITIES AND SERVICES IN ACCORDANCE WITH THE MASTER PLAN.
 8. THE DEVELOPER SHALL MAINTAIN THE SECURITY AND SAFETY OF THE DEVELOPMENT AT ALL TIMES.
 9. THE DEVELOPER SHALL MAINTAIN THE ENVIRONMENTAL QUALITY OF THE DEVELOPMENT AT ALL TIMES.
 10. THE DEVELOPER SHALL MAINTAIN THE HISTORICAL AND CULTURAL RESOURCES OF THE DEVELOPMENT AT ALL TIMES.

CHOWAN



LEGEND

RESIDENTIAL TYPE	TOTAL UNITS	PHASING OF UNITS
		1ST 2ND 3RD 4TH
A 24,000 S.F. LOTS 96.3 ACRES	82	18 19 32 13
CREEK & MARSH	3	— 10 11 17 26
LAGOON	64	28 30 30 39
COMMONS	149	— — — —
B PATIO LOTS 1/2 TO 3/4 S.F.S. LAGOON COMMONS	14 16 30 96	— — — —
C CONDOMINIUMS .172 ACRES 628 UNITS/ACRE	275	26 30 176 38
TOTAL UNITS	193	193
TOTAL DENSITY	18.6 ACRE/UNIT	
ROADS & R.O.W.	18.6 ACRE/UNIT	
PATIO SPACE	29.7 ACRE/UNIT	

Part 1

Part 2

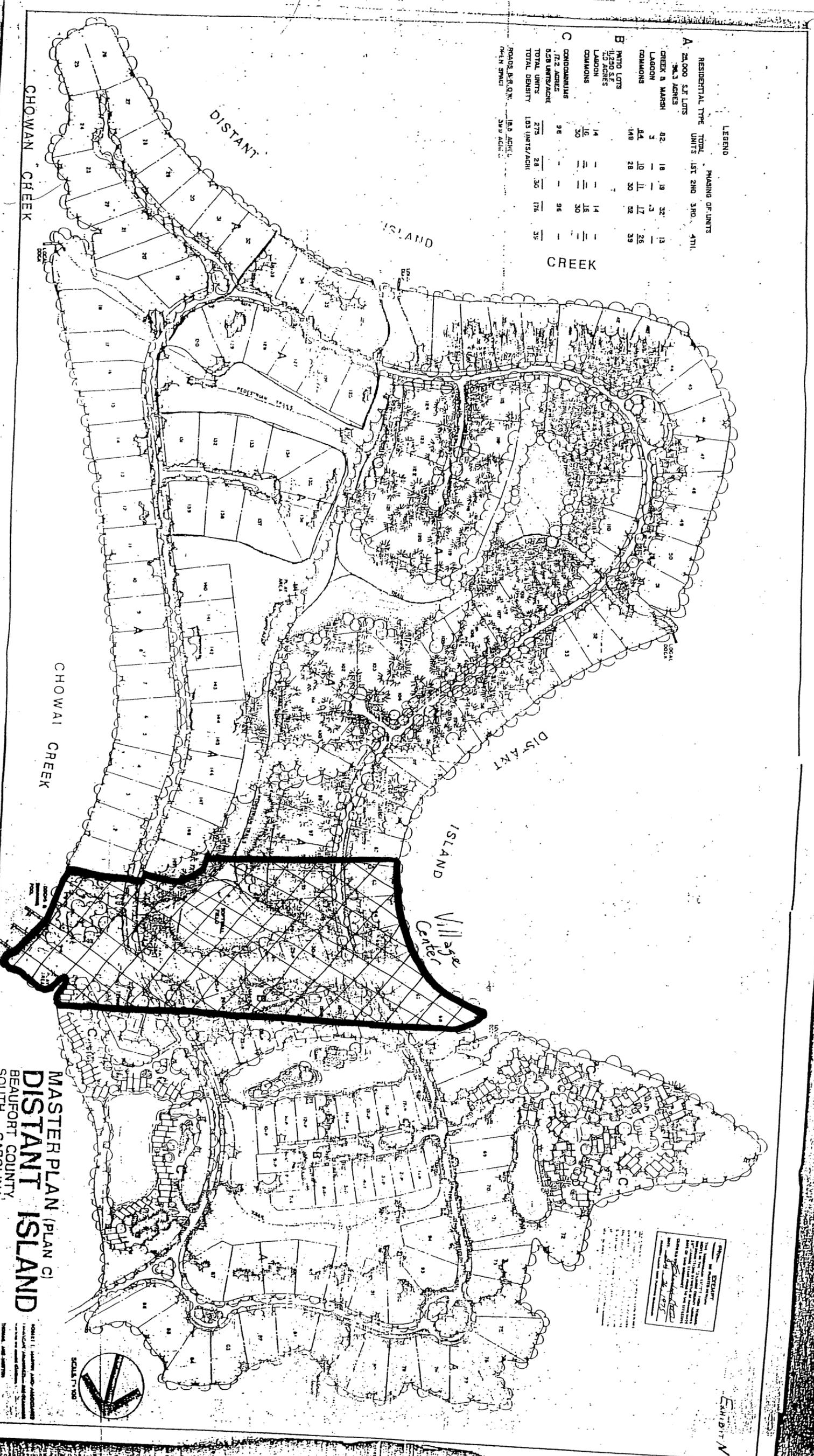
MASTER PLAN (PLAN C)
DISTANT ISLAND
BEAUFORT COUNTY,
SOUTH CAROLINA

ROBERT L. JAMES AND ASSOCIATES
PLANNING ARCHITECTURE AND ENGINEERING
1000 W. 10TH STREET, SUITE 100
NORFOLK, VIRGINIA 23510
TEL: 757/622-1111
FAX: 757/622-1112



EXHIBIT M

EXHIBIT M
THIS PLAN IS A PART OF THE MASTER PLAN FOR THE DISTANT ISLAND DEVELOPMENT, BEAUFORT COUNTY, SOUTH CAROLINA, AND IS SUBJECT TO THE APPROVAL OF THE BEAUFORT COUNTY BOARD OF ZONING AND PLANNING. THE DATE OF APPROVAL IS 10/15/93.
DRAWN BY: [Signature]
DATE: 10/15/93



LEGEND

RESIDENTIAL TYPE	TOTAL UNITS	1ST 2ND 3RD 4TH
A. 24,000 SF LOTS		
36.3 ACRES		
CREEK & MARSH	42	18 19 32 13
LAGOON	3	- 11 17 26
COMMONS	64	10 11 32 39
148	28	52
B		
PATIO LOTS		
11,250 S.F.	14	- 14
7.0 ACRES	16	- 16
LAGOON	30	- 30
COMMONS	30	- 30
C		
CONDOMINIUMS	98	- 98
17.2 ACRES		
628 UNITS/ACRE	279	28 30 76 39
TOTAL UNITS	183	UNITS/ACRE
TOTAL DENSITY	1.03	
ROADS 35.8 ACRES	180	
OPEN SPACE	389	

DESIGNED BY
 PREPARED BY
 DATE

EXHIBIT N

MASTER PLAN (PLAN C)
 DISTANT ISLAND
 BEAUFORT COUNTY,
 SOUTH CAROLINA



Part 1

Part 2

EXHIBIT O

EXHIBIT O

THE EUSTIS PLANTATION PUD MASTER PLAN

The Eustis Plantation Planned Unit Development Master Plan will result in the creation of a residential development on Eustis Plantation. The Development will be accessible by car over Distant Island Drive and Chowan Creek Bluff Road; it consists of Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, M1, M2, M3, M4, M5, M6 and O as shown in Plat Book 59 at Page 175, containing approximately 96.90 acres. See Exhibit B.

The original concept plan for Eustis Plantation provided for two types of residential development:

- A. Single family lots of approximately 18,000 square feet in size.
- B. Condominium units envisioned to occupy the remainder of the land area.

These 28 single family lots and 92 condominium units are shown on the plan within this Exhibit O and are located on Parcels M, M1, M2, M3, M4, M5, M6 and O as shown in Plat Book 59 at Page 175, which contain approximately 58.00 acres. See Exhibit B.

The new Eustis Plantation PUD Master Plan consists of the original concept plan within this Exhibit O, less approximately 11.7 acres of land located near the end of Chowan Creek Bluff Road, plus Parcels A, B, C, D, E, F, G, H, I, J, K, and L as shown in Plat Book 59 at Page 175 within Exhibit B. These new parcels are "hummocks" which contain a total of approximately 38.90 acres. As a result, the new PUD Master Plan for the Eustis Plantation Tract encompasses a total of approximately 96.90 acres of land (i.e., the entirety of Plat Book 59, at Page 175, with the exception of Parcel "N" – See Exhibit B) with the following characteristics:

Use	Units	Acreage	Density/Acre	% of Total Acreage
Single Family Lots	28	10.7	2.62	11%
Condominiums	92	20.4	4.51	21%
Open Space		53.8		56%
Roads & R.O.W.		9.5		10%
Irrigation Land		2.5		2%
TOTAL GROSS	120	96.9	1.24	100%
TOTAL NET	120	84.9	1.41	88%

The new Master Plan may, however, be modified to provide for certain permitted non-residential uses within a Village Center (see Exhibit J) similar to the concept illustrated on the Village Center Conceptual Master Plan for Distant Island in Exhibit R. Facilities envisioned in such a Village Center plan for Eustis Plantation may include:

- 1) a Village Green
- 2) a Village Meeting House
- 3) Shops and Offices around the Village Green
- 4) a Bed and Breakfast or Restaurant
- 5) Playground, Pool or Tennis area
- 6) a number of sites within the Village Center to serve various civic and commercial uses.

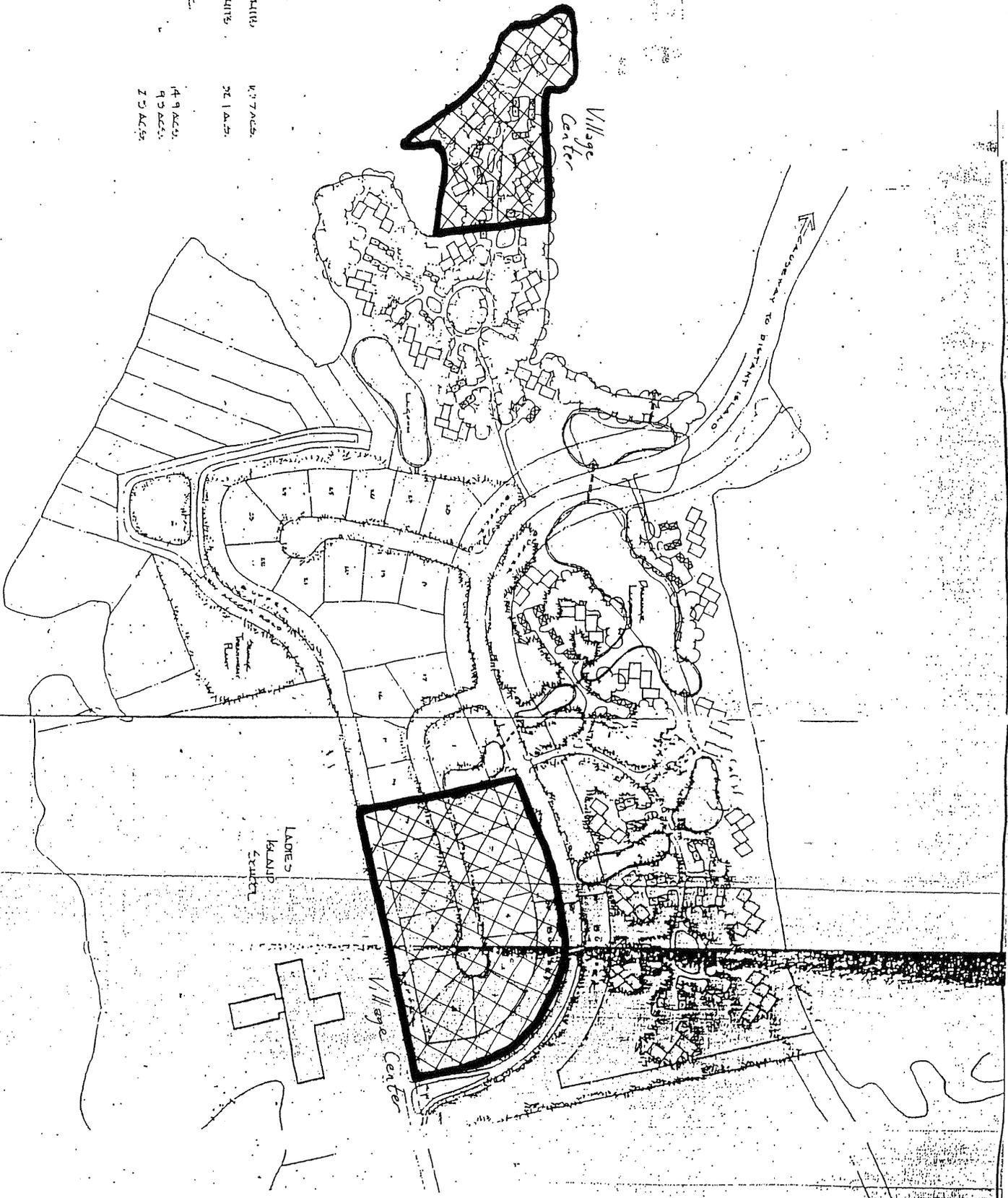
No single-family lot shall be less than six thousand (6,000) square feet in size; however, lots may be greater than eighteen thousand (18,000) square feet in size.

The character of the residential development ranges from single family detached houses to multi-family housing and condominium units. Should a Village Center be added to the residential development, it would complement the residential character with an urban core scaled to be compatible with the surrounding neighborhood.

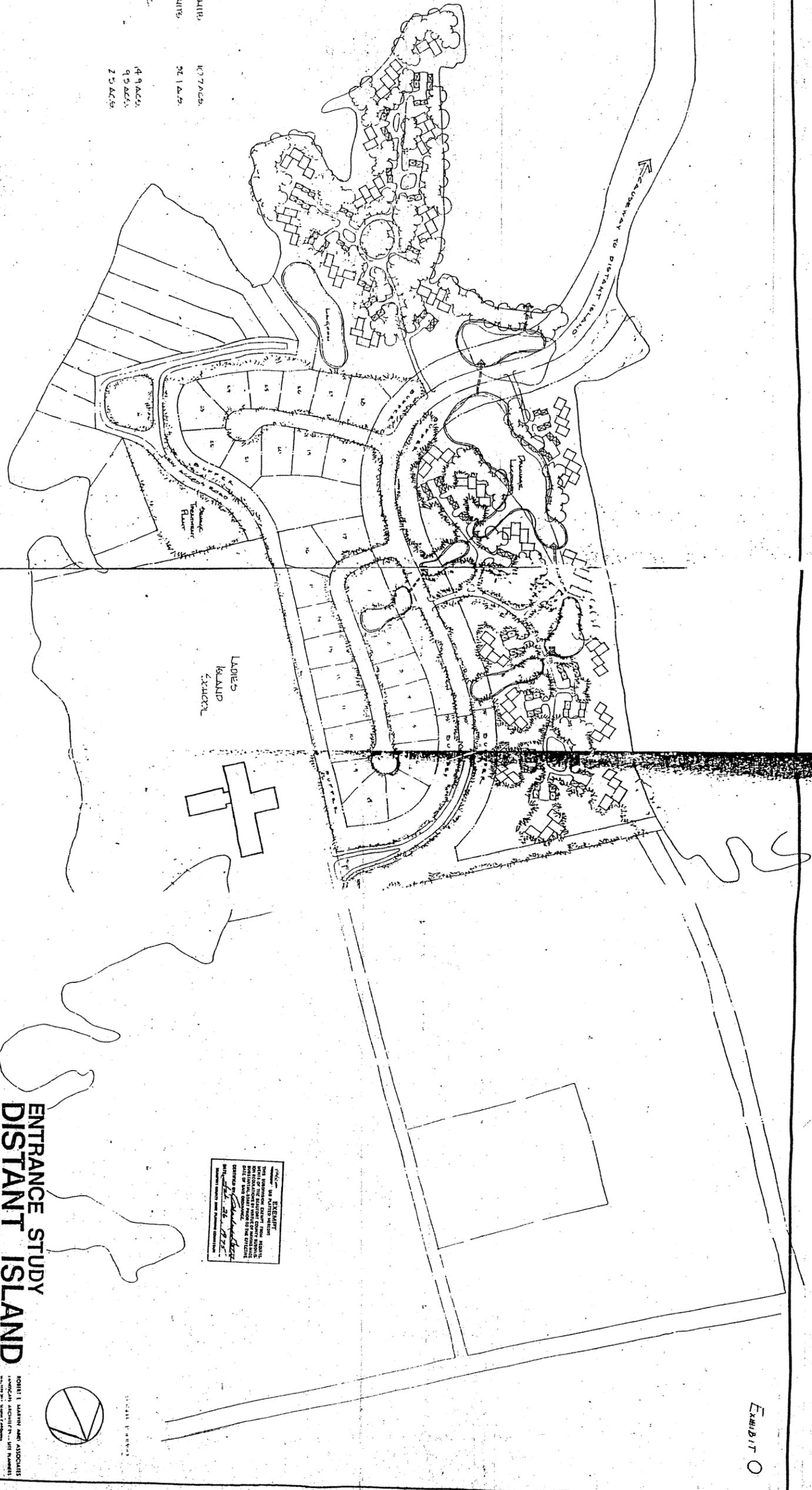
RES CAR
MILY LOTS
M/S
15
5/AC.
CES
M/S
LALID

28 UNITS
92 UNITS
2.1/AC.

KITCHENS
21 L.A.S.
14.9 ACES
9.3 ACES
2.3 ACES



TOTAL ACRES 694
 SINGLE FAMILY LOTS 1700 OF WHICH
 CONDOMINIUMS 230 UNITS/LOTS
 TOTAL UNITS 28 UNITS
 TOTAL UNITS /AC. 92 UNITS
 OPEN SPACES 127
 POOLS & ROWS 2.1/AC.
 RECREATIONAL LAND 49 ACRES
 95 ACRES
 25 ACRES



I hereby certify that the foregoing is a true and correct copy of the original plat as shown to me by the applicant and that the same has been filed for record in the office of the Register of Deeds for Beaufort County, North Carolina, this 28th day of February, 1978.
 Notary Public
 [Signature]

ENTRANCE STUDY
DISTANT ISLAND
 BEAUFORT COUNTY,
 SOUTH CAROLINA

ROBERT I. MARTIN AND ASSOCIATES
 LANDSCAPE ARCHITECTS—SIT PLANERS
 1001 W. 10th Street, Raleigh, N.C. 27603



SCALE 1" = 60'

EXHIBIT O

PART 1

PART 2

PART 3

EXHIBIT P

EXHIBIT P

THE UPPER CANE ISLAND PUD MASTER PLAN

The Upper Cane Island Planned Unit Development Master Plan will result in the creation of a new village within the landscape on Upper Cane Island. The village will be accessible either by boat from Chowan Creek on the southeast, or by car from the northwest, over State Highway 129 (Islands Causeway). The majority of the village will be situated between those two main access points and will lie within the general area of the island now used as agricultural fields.

The existing hedgerows bordering the island's dirt roads and ditchbanks have been incorporated into the village's network of streets and parks. Many streets will extend to the island edge where mature vegetation has created a natural windbreak and wildlife habitat, and where vistas afford panoramic views of the creeks and marshes. A nearly continuous park extending around the island edge will penetrate the village center through the use of paths and avenues.

The Master Plan for the Upper Cane Island Tract provides ceremonial sites for civic buildings that often terminate street vistas as shown on the plan within this Exhibit P. Public facilities envisioned in the plan may include:

- 1) a Market Square located at the northwestern village edge (along Islands Causeway)
- 2) a central Square located at the physical center of the village, modeled after the squares of Savannah, with enfronting rowhouses and trust lots
- 3) a Landing located along the southeastern island edge and modeled after a small section of Beaufort's Bay Street
- 4) a Demonstration Farm in conjunction with the tomato packing shed and adjacent daffodil fields
- 5) an Inn adjacent to a large specimen live oak tree
- 6) a number of sites within the village and on the island edge to serve various civic and commercial uses.

The Master Plan incorporates elements from the neighboring Sea Islands, including historic plans of Old Beaufort, Isle of Hope, Rockville, Savannah, and Charleston. Small scale interconnecting streets respect the existing conditions of the site and provide a variety of pedestrian routes for residents and visitors. The streets and lanes are detailed for pedestrian comfort and vehicular convenience. Rear lanes are used for servicing and accessing many of the homes and neighborhood businesses. The village structure of blocks, layout of lots, and architectural design provide a flexible yet predictable framework for mixing building types, from shopfronts to single family houses. The character of the village varies from more urban at the village center, to neighborhood scale houses within the general village, to more rural at the village edge. The range from center to edge includes shopfronts, rowhouses, Lowcountry cottages, single houses, and Sea Island style villas and mansions.

The growth and development of Upper Cane Island will be implemented by a series of specialized, interrelated documents to be known as the Cane Island Neighborhood Development Ordinance (NDO). These documents will enable the development of compact, integrated-use neighborhoods coming together to form a village. Included in the NDO are the following:

- 1) Regulating Plan. The Regulating Plan and the PUD Master Plan are one and the same. The Regulating Plan is keyed to the three urban conditions of Neighborhood Center, Neighborhood General, and Neighborhood Edge. These three conditions describe the range of building and thoroughfare typologies which are coded by the plan ranging from more urban to more rural. The plan is highly detailed, but may be modified by the Developer to reflect development constraints or opportunities, as well as to incorporate superior design ideas that may be conceived subsequent to initial design. However, the principles of a mixed-use, pedestrian-friendly village will be maintained as generally depicted on the PUD Master Plan.
- 2) Urban Regulations. These regulations provide a graphic code describing the building types with their required location on lots, their massing, and their detailed urban behavior, including parking. See Exhibit U.

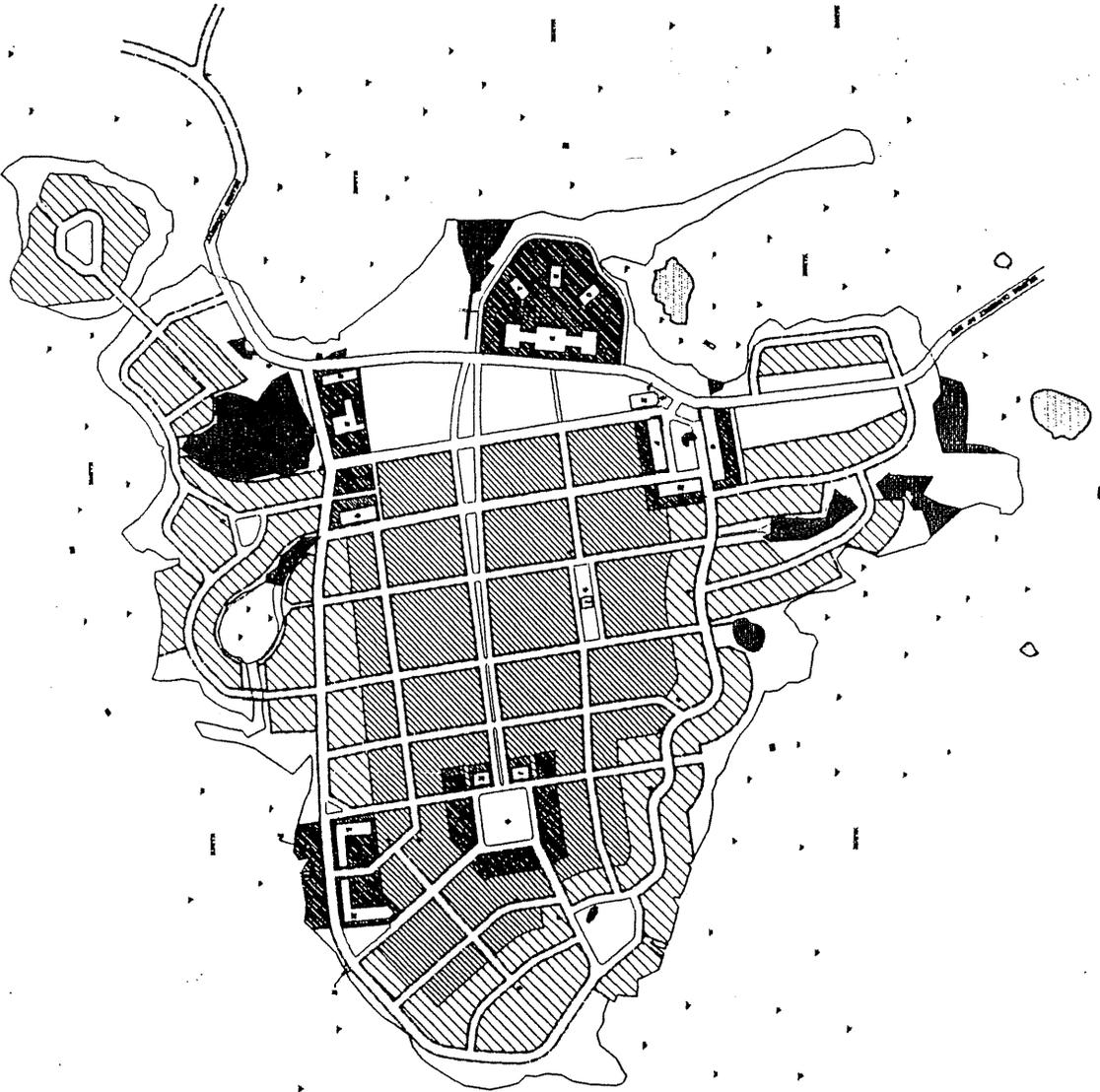
- 3) Architectural Guidelines. These guidelines, as promulgated by an Architectural Control Committee, will serve as a written code which restricts the construction materials, the architectural configuration, and construction techniques which will result in the visible expression of the buildings. The guidelines will assure that all architecture is consistent with the overall vision for the village.

- 4) Street Sections. These graphics describe the spatial definition of public space by buildings and trees, as well as the layout of traffic lanes, parking and sidewalks which will be built within the rights of way shown on the Master Plan. See Exhibit V.

These documents will guide the implementation of the Village on Upper Cane Island. They will be administered by the Developer and its successors and assigns through the use of Covenants and an Architectural Control Committee.

UPPER CANE ISLAND
 BEAUFORT, SOUTH CAROLINA
 PLANNED UNIT DEVELOPMENT
 MASTER PLAN (REGULATING PLAN)

EXHIBIT P



USE		DENSITY	ACREAGE	DWELLING UNITS	% OF TOTAL ACREAGE	CIVIC/COMMERCIAL (SQUARE FOOTAGE)
NEIGHBORHOOD CENTER	COMMERCIAL		19.77	134	6.8 %	285,000
	MIXED USE	5.7				
NEIGHBORHOOD GENERAL		5.6	45.0	235	20.1 %	
NEIGHBORHOOD EDGE		1.66	63.5	106	28.4 %	
OPEN SPACE			38.13		18.2 %	
R.O.W.			51.6		23.4 %	
			218.0			
TOTAL	GROSS	2.27	218.0	489	100 %	285,000
	NET	2.97	168.4			



	NEIGHBORHOOD CENTER
	NEIGHBORHOOD GENERAL
	NEIGHBORHOOD EDGE
	CIVIC/COMMERCIAL BUILDING
	TERMINATED VISTA
	FRESH WATER WETLAND
	OPEN SPACE
	R.O.W.

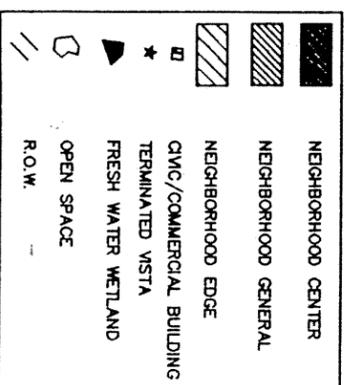
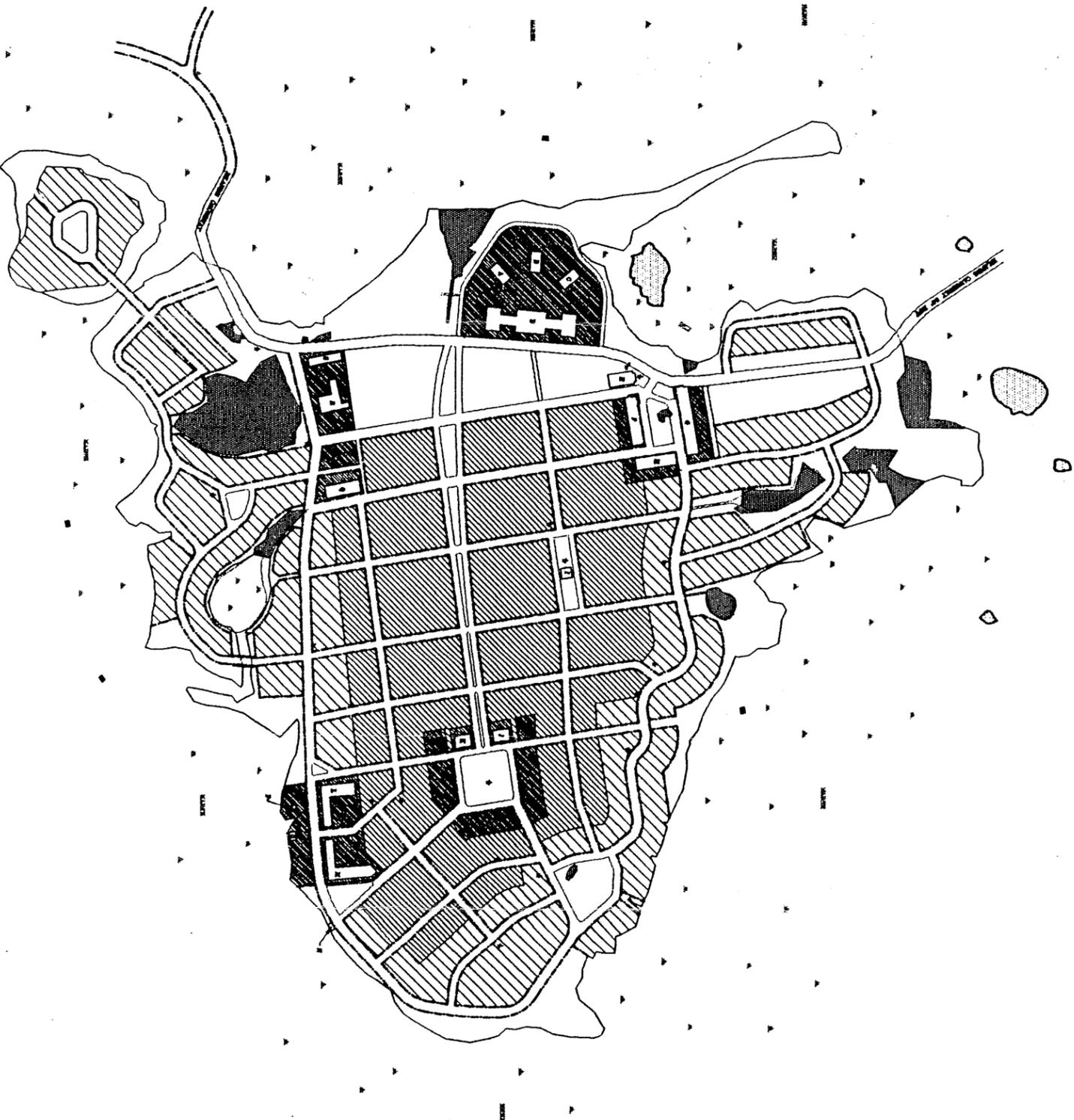
THIS PLAN IS PREPARED FOR ZONING PURPOSES ONLY AS REQUIRED BY SECTION 4.13 OF THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE (OSD), NO. 807 PRINTS OF CIVIL AND COMMERCIAL SUBJECT TO CHANGE. ILLUSTRATIVE AND SCHEMATIC ONLY. PARCEL LINES, TRACT DIMENSIONS AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR EXACT SPECIFICATIONS. PLEASE REFER TO RECORDED PLATS AND COVENANTS IN THE BEAUFORT COUNTY R.M.C.

COPYRIGHT 1996 ANDRES DUANY AND ELIZABETH PLAYER-TYBERK ARCHITECTS AND TOWN PLANNERS
 DATE : JULY 19, 1998

UPPER CANE ISLAND
 BEAUFORT, SOUTH CAROLINA
 PLANNED UNIT DEVELOPMENT
 MASTER PLAN (REGULATING PLAN)

Exhibit P

LAND USE SUMMARY CHART					
USE	DENSITY	ACREAGE	DWELLING UNITS	% OF TOTAL ACREAGE	CIVIC/COMMERCIAL (SQUARE FOOTAGE)
NEIGHBORHOOD CENTER	5.7	19.77	134	8.9 %	285,000
NEIGHBORHOOD GENERAL	5.6	45.0	295	20.1 %	
NEIGHBORHOOD EDGE	1.66	83.5	106	29.4 %	
OPEN SPACE		38.13		18.2 %	
R.O.W.		51.6		23.4 %	
TOTAL		227			
		GROSS	218.0		
		NET	166.4	495	100 %
					285,000



THIS PLAN IS PREPARED FOR ZONING PURPOSES ONLY AS REQUIRED BY SECTION 4.13 OF THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE (DSO), NO. 90\3 (LAST AMENDED JUNE 26, 1993). THIS PLAN IS SUBJECT TO CHANGE. FOOTPRINTS OF CIVIL AND COMMERCIAL BUILDINGS ARE ILLUSTRATIVE AND SCHEMATIC ONLY. PARCEL LINES, TRACT DIMENSIONS, AREA COMPUTATIONS, AND RIGHT-OF-WAY LOCATIONS ARE APPROXIMATE AND SUBJECT TO ADJUSTMENTS FOR FINAL RECORDABLE PLATS. FOR EXACT SPECIFICATIONS, PLEASE REFER TO RECORDED PLATS AND COVENANTS AND RESTRICTIONS IN THE BEAUFORT COUNTY P.L.C.

COPYRIGHT 1996 ANDRES DUANY AND ELIZABETH PLATER-ZYBERK
 ARCHITECTS AND TOWN PLANNERS
 DATE : JULY 19, 1996

EXHIBIT Q

EXHIBIT Q

PROJECT PHASING

All three Tracts will be phased developments. Because flexibility is essential, the order of the various phases is subject to change. The following is a synopsis of the potential Project phasing for each Tract:

Distant Island Tract:

Prior to the date of this Development Agreement, fifty-six (56) single family lots have been platted on Distant Island. See Exhibit T. These previously platted lots are not included in the description of the Distant Island Tract, and, except for CC 11 and 12 and DI 40, 41 and 49, they are not part of the new Distant Island PUD within the City of Beaufort.

Reference is hereby made to the plan included in this Exhibit Q entitled "Project Phasing (Plan C), Distant Island, Beaufort County, South Carolina." Distant Island was originally intended to be developed in four (4) Phases. The fifty-six (56) previously platted lots encompass the entirety of Phase 1 and portions of Phase 2 and Phase 4 as shown on the Project Phasing plan. The current phasing plan is to continue to extend Distant Island Drive along Distant Island Creek (with or without internal cul de sacs), so as to complete in a series of phases the area shown as Phase 2 and Phase 4. The area shown as Phase 3 is planned for development in increments to be determined by the soil conditions and the potential for septic drain fields and/or sewer service. If a Neighborhood Village Center (see Exhibit J and Exhibit R) is developed, it would be located within the area shown as Phase 3. The enumeration of Phases 1 through 4 on Exhibit Q is for convenience only and is not intended to designate the sequence or the number of phases.

Upper Cane Island Tract:

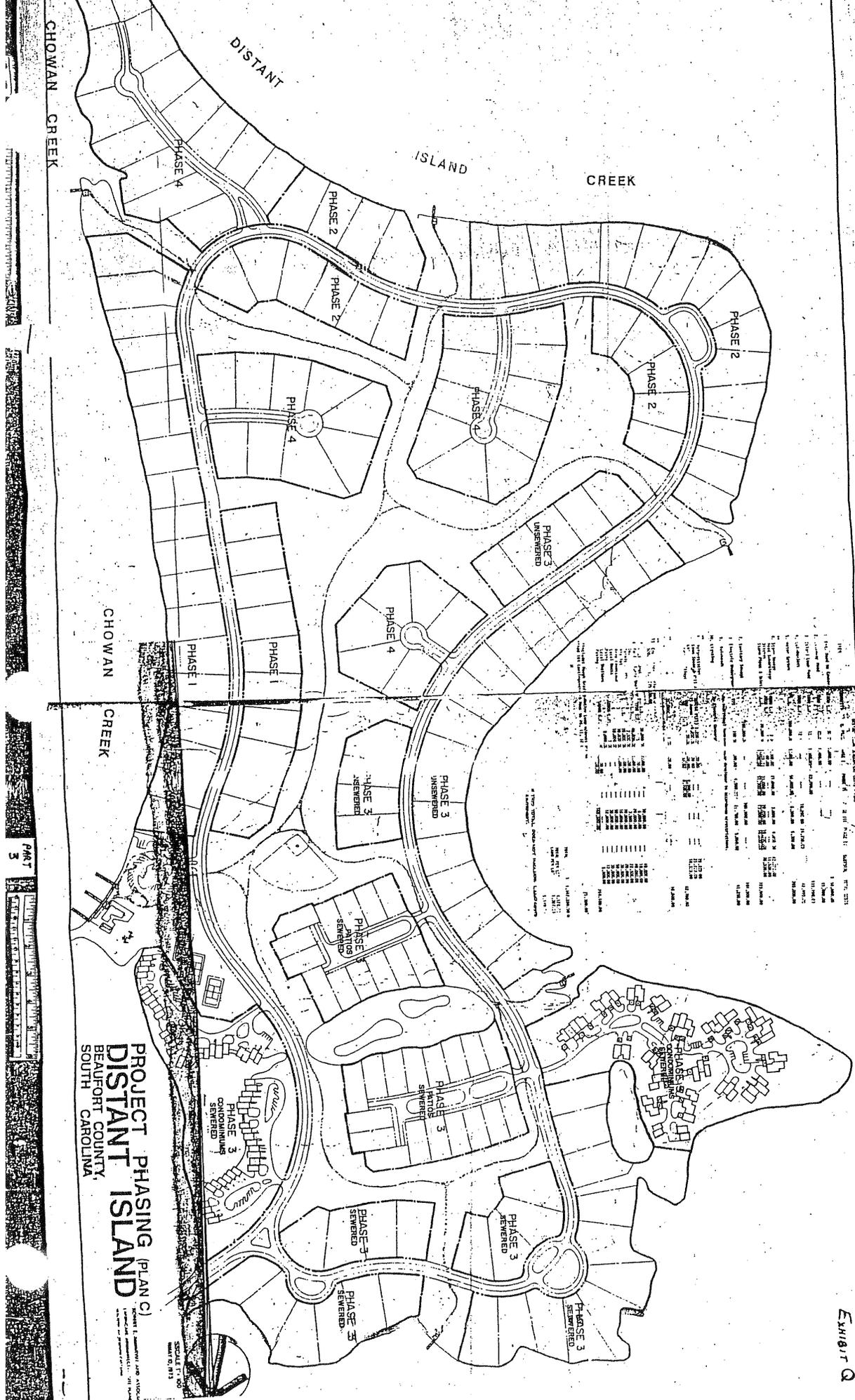
Through the use of phasing, Upper Cane Island will become a community with Neighborhood Center, Neighborhood General and Neighborhood Edge land uses. See Exhibit J and Exhibit P. Although it is not possible to predict with accuracy the exact sequence of the phasing, the present view is as follows:

Phase I is currently planned to include the construction of a portion of the central spine boulevard running in an east - west direction between Highway 129 and Chowan Creek, along with attendant infrastructure. Subsequent phases would occur in increments determined by buyer preferences, market conditions and direction of growth. Logically, Phases II and III would occur north and south of the central boulevard; Phase IV would be west of Highway 129.

Eustis Plantation Tract:

The portion of Distant Island Drive which crosses the Eustis Plantation Tract is a public road. It serves to divide the Tract into two segments convenient to phasing. See Exhibit O. Chowan Creek Bluff Road also cuts through the Tract; it creates a third segment at the southern end of the Tract. Phase I is anticipated to be the construction of condominium units along the west side of Distant Island Drive; Phase I would overlook the "hummocks" (see Exhibit B) which are intended to remain in their natural state as undeveloped open space. Phase II is planned for the development of another grouping of condominium units at the southern terminus of the Tract off Chowan Creek Bluff Road. Phase III would be the development of the single family lots along the east side of Distant Island Drive. Phases will occur in increments determined by buyer preferences, market conditions and direction of growth.

If a Neighborhood Village Center (see Exhibit J and Exhibit R) is developed, it would likely be located in part near the intersection of Chowan Creek Bluff Road and Distant Island Drive (across the street from the school), and in part near the southern terminus of the Tract off of Chowan Creek Bluff Road.



CHOWAN CREEK

DISTANT

ISLAND

CREEK

CHOWAN CREEK

CHOWAN CREEK

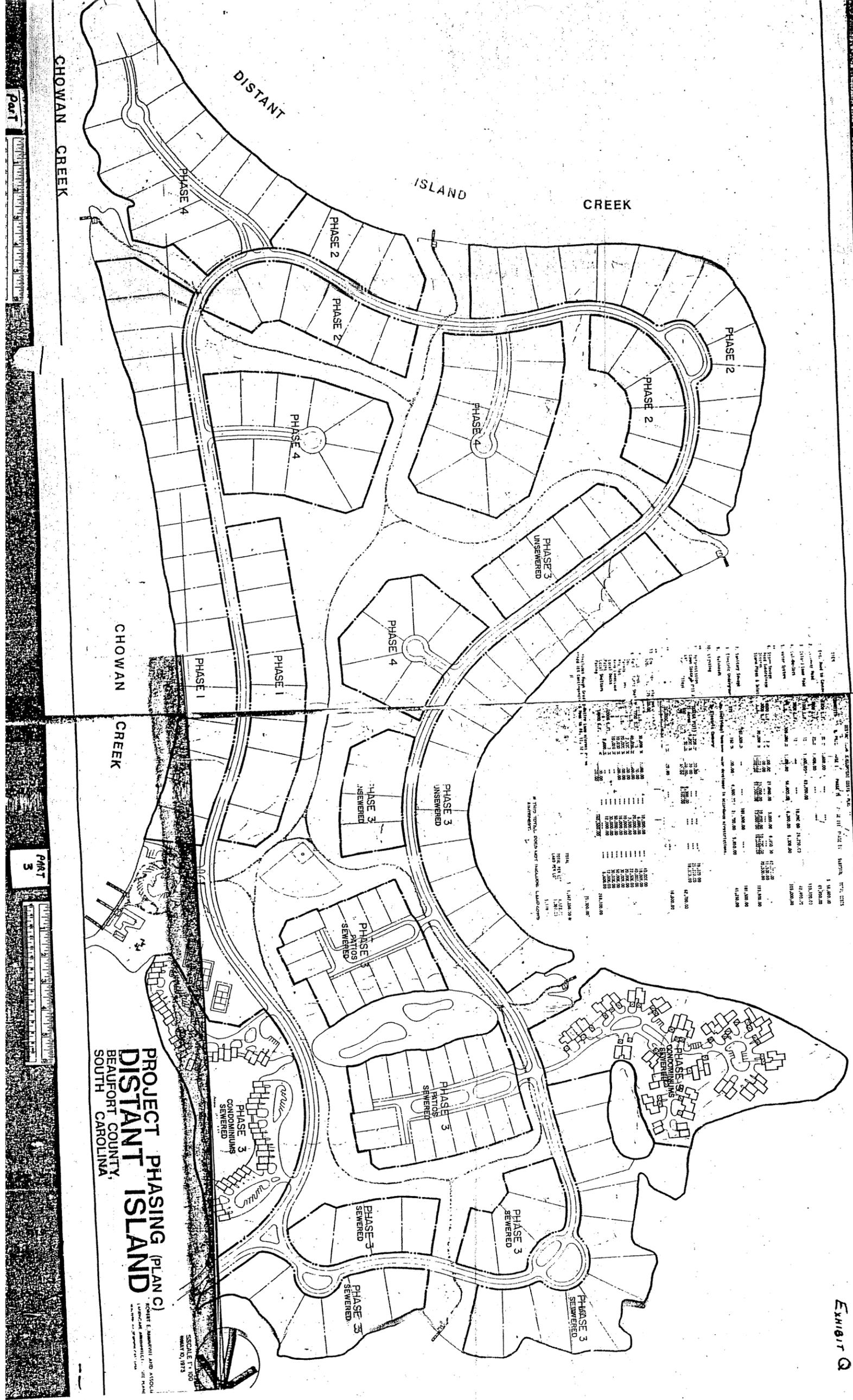
**PROJECT PHASING (PLAN C)
DISTANT ISLAND**
BEAUFORT COUNTY,
SOUTH CAROLINA

NOV 16, 2013

NO.	DESCRIPTION	AMOUNT	TOTAL
1	PHASE 1	100	100
2	PHASE 2	200	300
3	PHASE 3	300	600
4	PHASE 4	400	1000
5	PHASE 5	500	1500
6	PHASE 6	600	2100
7	PHASE 7	700	2800
8	PHASE 8	800	3600
9	PHASE 9	900	4500
10	PHASE 10	1000	5500
11	PHASE 11	1100	6600
12	PHASE 12	1200	7800
13	PHASE 13	1300	9100
14	PHASE 14	1400	10500
15	PHASE 15	1500	12000
16	PHASE 16	1600	13600
17	PHASE 17	1700	15300
18	PHASE 18	1800	17100
19	PHASE 19	1900	19000
20	PHASE 20	2000	21000
21	PHASE 21	2100	23100
22	PHASE 22	2200	25300
23	PHASE 23	2300	27600
24	PHASE 24	2400	30000
25	PHASE 25	2500	32500
26	PHASE 26	2600	35100
27	PHASE 27	2700	37800
28	PHASE 28	2800	40600
29	PHASE 29	2900	43500
30	PHASE 30	3000	46500
31	PHASE 31	3100	49600
32	PHASE 32	3200	52800
33	PHASE 33	3300	56100
34	PHASE 34	3400	59500
35	PHASE 35	3500	63000
36	PHASE 36	3600	66600
37	PHASE 37	3700	70300
38	PHASE 38	3800	74100
39	PHASE 39	3900	78000
40	PHASE 40	4000	82000
41	PHASE 41	4100	86100
42	PHASE 42	4200	90300
43	PHASE 43	4300	94600
44	PHASE 44	4400	99000
45	PHASE 45	4500	103500
46	PHASE 46	4600	108100
47	PHASE 47	4700	112800
48	PHASE 48	4800	117600
49	PHASE 49	4900	122500
50	PHASE 50	5000	127500

Exhibit Q

PART 3



PROJECT PHASING (PLAN C)
 Distant Island
 BEAUFORT COUNTY,
 SOUTH CAROLINA

SCALE 1" = 100'
 NORTH

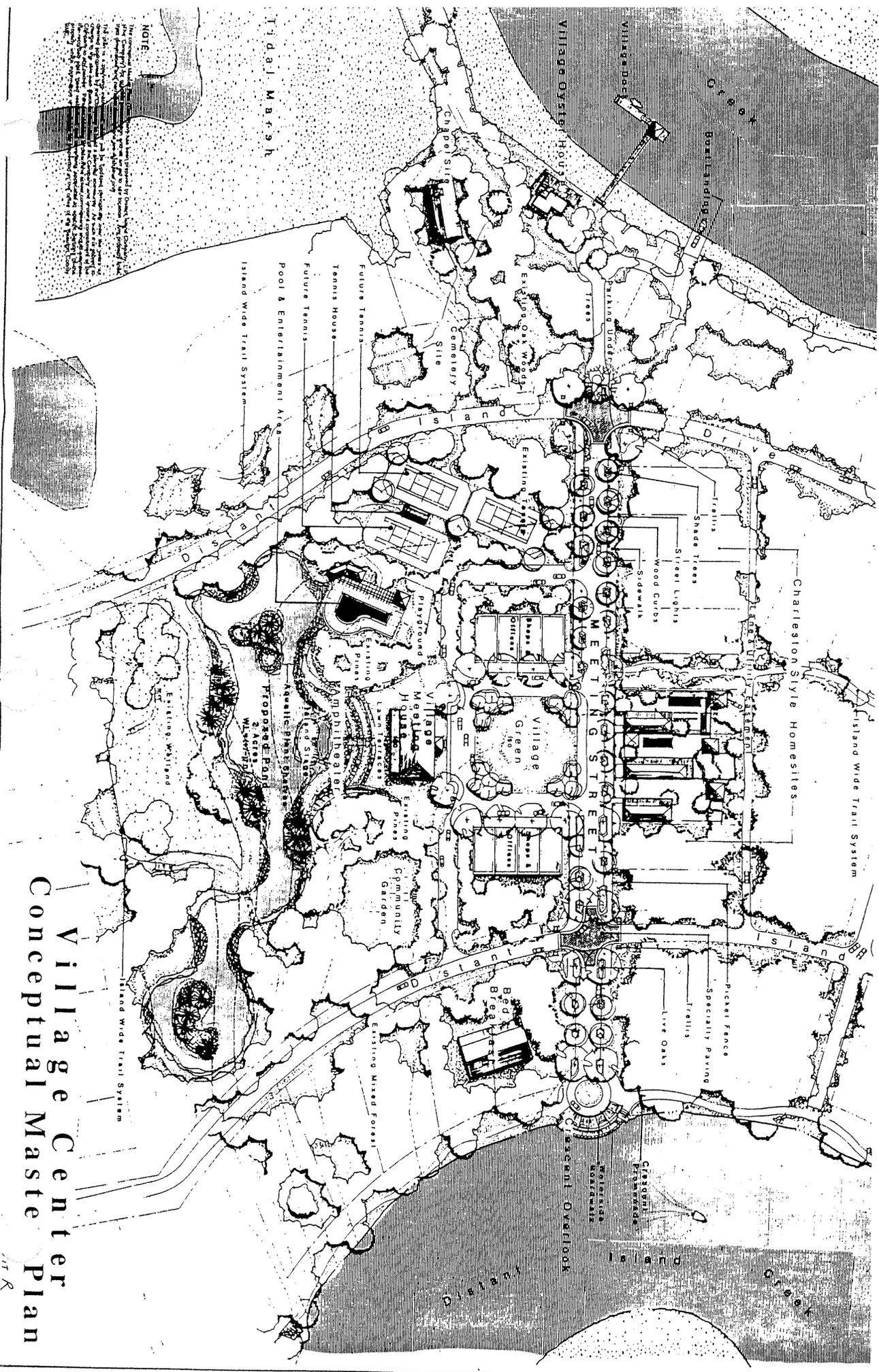
NO.	DESCRIPTION	AMOUNT	TOTAL
1	PHASE 1	1,000,000	1,000,000
2	PHASE 2	2,500,000	3,500,000
3	PHASE 3	3,000,000	6,500,000
4	PHASE 4	1,500,000	8,000,000
5	PHASE 5	1,000,000	9,000,000
6	PHASE 6	1,000,000	10,000,000
7	PHASE 7	1,000,000	11,000,000
8	PHASE 8	1,000,000	12,000,000
9	PHASE 9	1,000,000	13,000,000
10	PHASE 10	1,000,000	14,000,000
11	PHASE 11	1,000,000	15,000,000
12	PHASE 12	1,000,000	16,000,000
13	PHASE 13	1,000,000	17,000,000
14	PHASE 14	1,000,000	18,000,000
15	PHASE 15	1,000,000	19,000,000
16	PHASE 16	1,000,000	20,000,000
17	PHASE 17	1,000,000	21,000,000
18	PHASE 18	1,000,000	22,000,000
19	PHASE 19	1,000,000	23,000,000
20	PHASE 20	1,000,000	24,000,000
21	PHASE 21	1,000,000	25,000,000
22	PHASE 22	1,000,000	26,000,000
23	PHASE 23	1,000,000	27,000,000
24	PHASE 24	1,000,000	28,000,000
25	PHASE 25	1,000,000	29,000,000
26	PHASE 26	1,000,000	30,000,000
27	PHASE 27	1,000,000	31,000,000
28	PHASE 28	1,000,000	32,000,000
29	PHASE 29	1,000,000	33,000,000
30	PHASE 30	1,000,000	34,000,000
31	PHASE 31	1,000,000	35,000,000
32	PHASE 32	1,000,000	36,000,000
33	PHASE 33	1,000,000	37,000,000
34	PHASE 34	1,000,000	38,000,000
35	PHASE 35	1,000,000	39,000,000
36	PHASE 36	1,000,000	40,000,000
37	PHASE 37	1,000,000	41,000,000
38	PHASE 38	1,000,000	42,000,000
39	PHASE 39	1,000,000	43,000,000
40	PHASE 40	1,000,000	44,000,000
41	PHASE 41	1,000,000	45,000,000
42	PHASE 42	1,000,000	46,000,000
43	PHASE 43	1,000,000	47,000,000
44	PHASE 44	1,000,000	48,000,000
45	PHASE 45	1,000,000	49,000,000
46	PHASE 46	1,000,000	50,000,000
47	PHASE 47	1,000,000	51,000,000
48	PHASE 48	1,000,000	52,000,000
49	PHASE 49	1,000,000	53,000,000
50	PHASE 50	1,000,000	54,000,000
51	PHASE 51	1,000,000	55,000,000
52	PHASE 52	1,000,000	56,000,000
53	PHASE 53	1,000,000	57,000,000
54	PHASE 54	1,000,000	58,000,000
55	PHASE 55	1,000,000	59,000,000
56	PHASE 56	1,000,000	60,000,000
57	PHASE 57	1,000,000	61,000,000
58	PHASE 58	1,000,000	62,000,000
59	PHASE 59	1,000,000	63,000,000
60	PHASE 60	1,000,000	64,000,000
61	PHASE 61	1,000,000	65,000,000
62	PHASE 62	1,000,000	66,000,000
63	PHASE 63	1,000,000	67,000,000
64	PHASE 64	1,000,000	68,000,000
65	PHASE 65	1,000,000	69,000,000
66	PHASE 66	1,000,000	70,000,000
67	PHASE 67	1,000,000	71,000,000
68	PHASE 68	1,000,000	72,000,000
69	PHASE 69	1,000,000	73,000,000
70	PHASE 70	1,000,000	74,000,000
71	PHASE 71	1,000,000	75,000,000
72	PHASE 72	1,000,000	76,000,000
73	PHASE 73	1,000,000	77,000,000
74	PHASE 74	1,000,000	78,000,000
75	PHASE 75	1,000,000	79,000,000
76	PHASE 76	1,000,000	80,000,000
77	PHASE 77	1,000,000	81,000,000
78	PHASE 78	1,000,000	82,000,000
79	PHASE 79	1,000,000	83,000,000
80	PHASE 80	1,000,000	84,000,000
81	PHASE 81	1,000,000	85,000,000
82	PHASE 82	1,000,000	86,000,000
83	PHASE 83	1,000,000	87,000,000
84	PHASE 84	1,000,000	88,000,000
85	PHASE 85	1,000,000	89,000,000
86	PHASE 86	1,000,000	90,000,000
87	PHASE 87	1,000,000	91,000,000
88	PHASE 88	1,000,000	92,000,000
89	PHASE 89	1,000,000	93,000,000
90	PHASE 90	1,000,000	94,000,000
91	PHASE 91	1,000,000	95,000,000
92	PHASE 92	1,000,000	96,000,000
93	PHASE 93	1,000,000	97,000,000
94	PHASE 94	1,000,000	98,000,000
95	PHASE 95	1,000,000	99,000,000
96	PHASE 96	1,000,000	100,000,000

EMBIGIR Q

CHOWAN CREEK
 Part 1

Part 3

EXHIBIT R



NOTE:
 The construction of this Village Center has been approved by Council, subject to certain conditions. The following conditions apply to the construction of this Village Center:
 1. The Village Center shall be constructed in accordance with the approved site plan.
 2. The Village Center shall be constructed in accordance with the approved site plan.
 3. The Village Center shall be constructed in accordance with the approved site plan.
 4. The Village Center shall be constructed in accordance with the approved site plan.
 5. The Village Center shall be constructed in accordance with the approved site plan.
 6. The Village Center shall be constructed in accordance with the approved site plan.
 7. The Village Center shall be constructed in accordance with the approved site plan.
 8. The Village Center shall be constructed in accordance with the approved site plan.
 9. The Village Center shall be constructed in accordance with the approved site plan.
 10. The Village Center shall be constructed in accordance with the approved site plan.

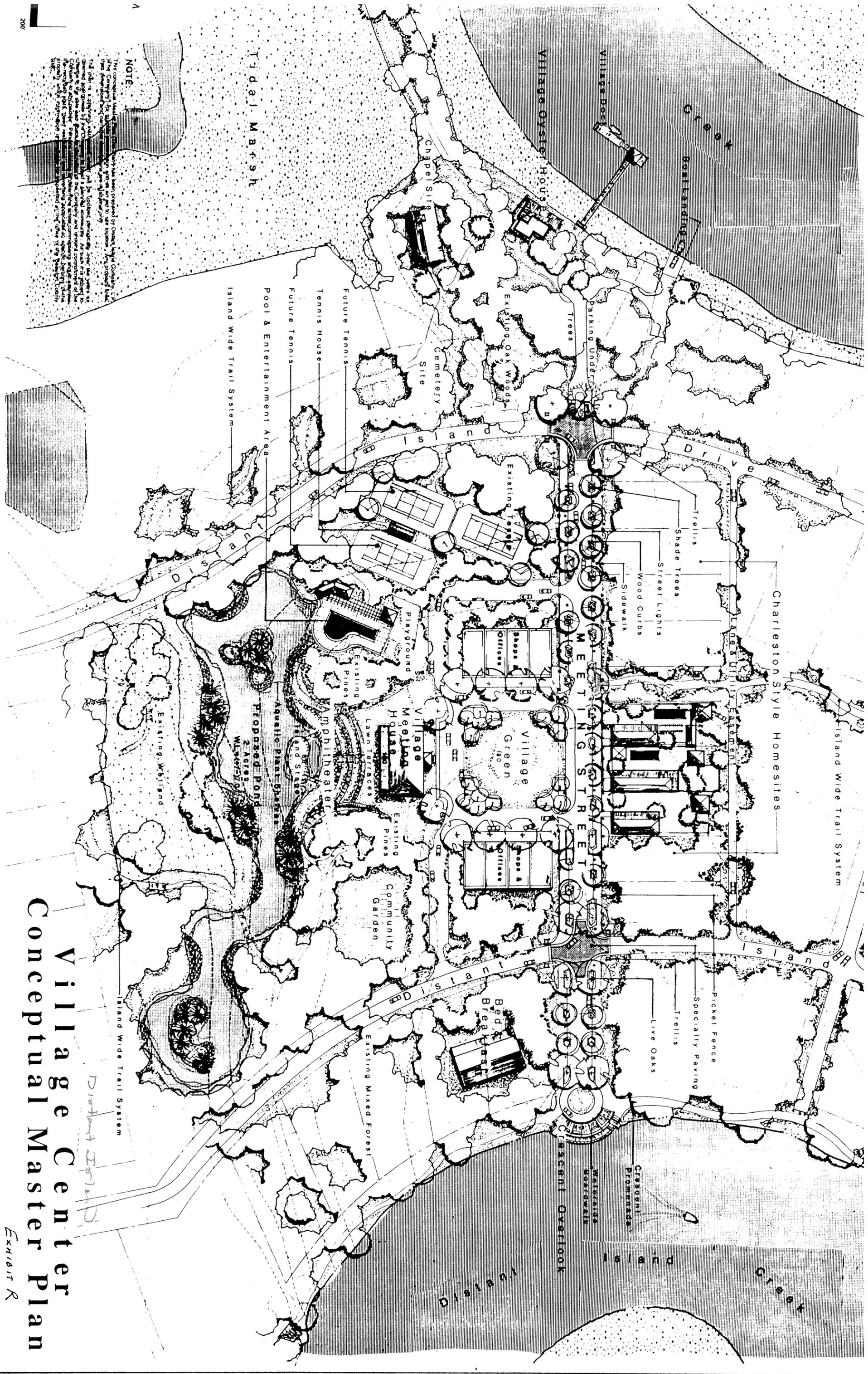
Village Center
 Conceptual Master Plan

JR R

NOTE

This conceptual Master Plan for the Village Center has been prepared by Oyster Bay, Inc. The Company, for all purposes, is not responsible for any errors or omissions in this plan. The plan is a preliminary study and is subject to change without notice. The plan is not intended to be used for any other purpose. The plan is not intended to be used for any other purpose. The plan is not intended to be used for any other purpose.

Tidal Marsh



Village Center Conceptual Master Plan

D. J. M. R.
EXHIBIT R

EXHIBIT S

EXHIBIT S

MODIFICATIONS TO ZONING ORDINANCE

Dimensional Requirements of the GR, GC 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, Exhibit M shall apply.

Density Requirements of the GR, GC 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, Exhibit L shall apply.

Section 5-6035 Setbacks:

Section 5-6035 shall not apply to the Property; instead, Exhibit M shall apply.

Article F. Sign Regulations:

Article F. Sign Regulations shall not apply to the Property; instead, Exhibit M shall apply.

Article G. General Provisions:

Article G. General Provisions shall not apply to the Property; instead, Exhibits K, L, M, U, V, W and Z shall apply to the relevant Tracts.

Article H. Landscaping and Tree Conservation:

Article H. Landscaping and Tree Conservation shall not apply to the Property; instead, Exhibit M shall apply.

EXHIBIT T

EXHIBIT T

PLATTED LOTS ON DISTANT ISLAND

The following fifty-six (56) lots have been previously platted on Distant Island. See the sketch included herein as part of this Exhibit T.

<u>Plat Book</u>	<u>Page</u>	<u>Lots</u>
24	130	CC 3, 6, 13, 14, 18, 19, 20
24	131	CC 21, 22, 23, 24, 25, 26, 27, 28
31	33	DI 39, 40, 41, 42, 43, 44, 45, 47, 48, 49
55	118	CC 1, 2, 4, 5, 7, 8, 9, 10
60	153	CP 19
69	90	CP 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17
74	46	CP 8, 9, 11
74	64	CC 11, 12

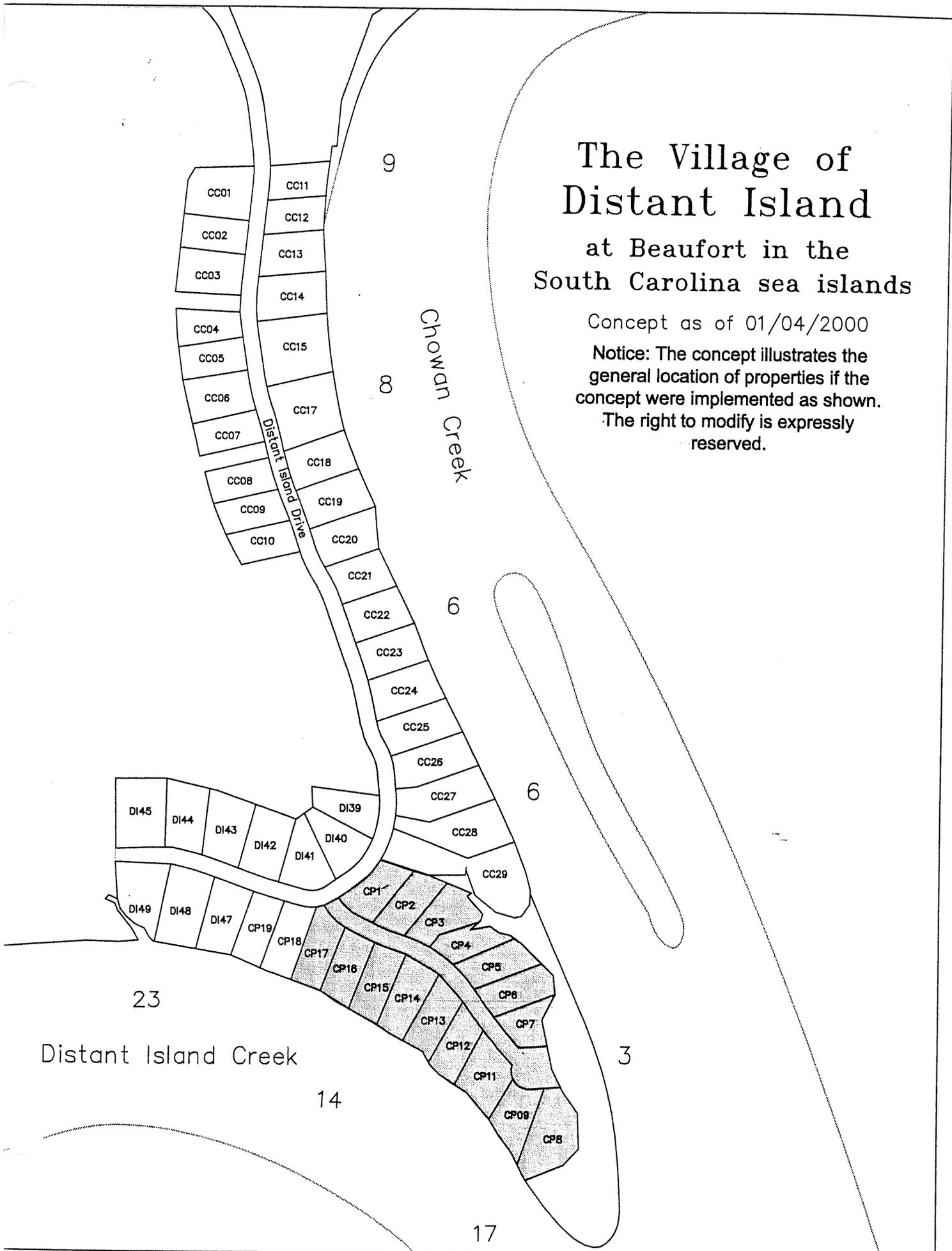
<u>Deed Book</u>	<u>Page</u>	<u>Lots</u>
298	815	CC 29
476	1443	CC 15, 17
934	2540	CP 18

The Village of Distant Island

at Beaufort in the South Carolina sea islands

Concept as of 01/04/2000

Notice: The concept illustrates the general location of properties if the concept were implemented as shown. The right to modify is expressly reserved.



URBAN REGULATIONS

ABOUT THIS DOCUMENT

The code was written with the objective of reviving the culture, value and traditions exemplified in coastal communities such as Charleston, Beaufort, and S... To these ends the provisions of this document create a pedestrian friendly atmosphere of memorable streets and public spaces; distinctive house types allowing personalized private gardens and interior spaces; and a coherent neighborhood vision, to secure the marketability and value of each home throughout the course of development.

DEFINITIONS

All underlined words within the text of this document are defined as follows:
Corner side: a facade abutting a thoroughfare, of a building having frontage on two thoroughfares, that is not the main entrance to the building.
Frontage: portion of building abutting a public right-of-way.
Building facade: exterior walls of a building.
Vista termination: view at the end of an axis centered on a manmade or natural object.
Lot coverage: percentage of a lot permitted to be covered by impervious surfaces.
Yard: a building typology which accommodates open yard along an entire lot.
Yield: a building typology which accommodates open yard to the rear of a building only.
Side yard: a building typology which accommodates open yard to one side of a building only.
Venue: A thoroughfare that is terminated at both ends by civic buildings or trees.
Treat: A thoroughfare with curb and sidewalk which accommodates on street parking.
atrk: An open space bordered by buildings and/or rights-of-way on all sides. Parks may be used for active and/or passive recreation.
Quare: An open space bordered by buildings and/or rights-of-way on all sides. Squares serve as gathering areas. The perimeter of squares are lined with trees parallel to the right-of-way.
Play-ground: An open space within a neighborhood for the active recreation of children. Playgrounds are fenced and could be located within a 5 minute walk of all residences.
Linear open spaces: Linear open spaces connecting central areas of a town or neighborhood with forested areas outside the neighborhood. Parkways are created by thoroughfares or

rights-of-way. Parkways may include within them areas for active or passive recreation.
Esplanades: A formal pedestrian walk along a natural feature.

GENERAL INSTRUCTIONS

All building and landscape designs shall be submitted to the supervising architect for conformity to the code.
 Variances may be granted to the urban, architectural, and landscape standards on the basis of architectural merit, site conditions, or unusual circumstances, provided such variances are consistent with the design objectives and intent of the code.

URBAN PROVISION

Principal Building and Yard
 -Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks.
 -Buildings shall show no more than 4, 6, or 8 projecting corners to frontage.
 -Buildings at vista terminations as shown on the Regulating Map, shall align frontage facade elements with the axis.
 -Front loaded garage doors shall be recessed from the primary building facade.
 -Attached buildings on corner lots may move front setback forward or backward a maximum of 6'.
 -Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls.
Principal Building Height
 -Height shall be measured at the frontage facade from grade elevation to eave line.

URBAN CONDITIONS

The Regulating Plan is keyed to the 3 urban conditions of Neighborhood Center, Neighborhood General, and Neighborhood Edge. These 3 conditions describe the range of building and thoroughfare typologies which are coded by the plan ranging from more urban to more rural.

MORE URBAN

Neighborhood Center
 This is a social, mixed use hub within walking distance of surrounding neighborhoods.
 Housing is in more dense rear yard and side yard buildings, often combining upper floor residential with ground floor commercial.
 Commercial uses are in rear yard storefront buildings.
 Thoroughfares typically are streets and avenues with parallel parking on both sides. All buildings are served by alleys. Open space is organized into parks and squares.

MORE GENERAL

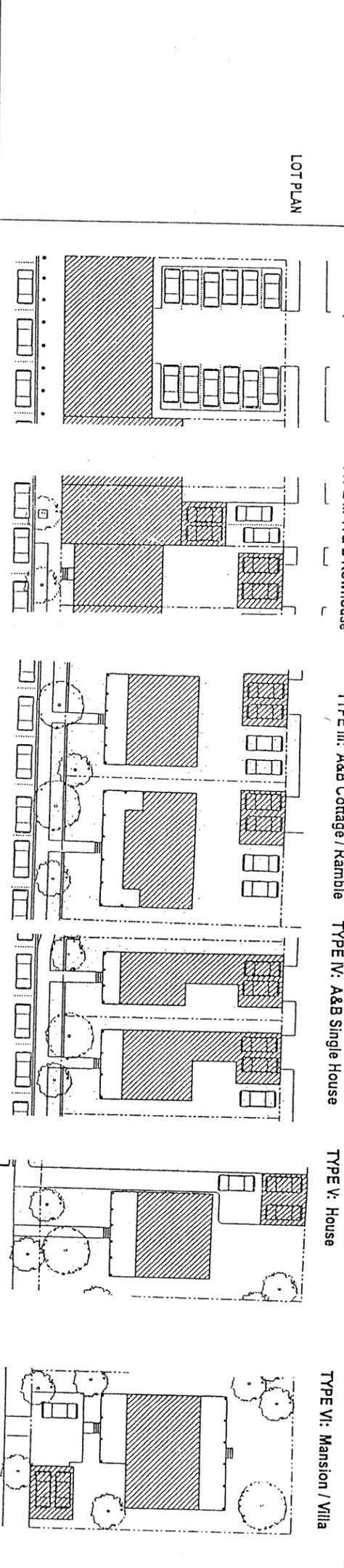
Neighborhood General
 This is the most widespread urban fabric, with a mixture of housing type and limited non-residential uses.
 Housing is typically in rear yard, side yard, and all yard buildings, with outbuildings at the rear.
 The thoroughfares are streets or roads with curbs, and parallel parking.
 Open space is organized into parks and play-grounds.

MORE RURAL

Neighborhood Edge
 This is a rural residential fabric.
 Housing is exclusively in all yard or side yard buildings.
 Non residential uses are limited to special recreational or civic uses, relating to adjacent forests or waterfront.
 The thoroughfares are roads with soft edges and no curbs. Periodic parking is accommodated on the roadside.
 The open space is organized into parkways and esplanades.

EXHIBIT U

BUILDING TYPE



SPECIFICATIONS	TYPE I: Shopfront		TYPE II: A & B Rowhouse		TYPE III: A&B Cottage / Rambler		TYPE IV: A&B Single House		TYPE V: House		TYPE VI: Mansion / Villa	
	Lot width	Lot depth	A	B	A	B	A	B				
Residential ground floors shall have a minimum height of 9'. Commercial ground floors shall have a minimum height of 12'.	72	100	36	24	24	48	36	54	60	100	150	100
There shall be no height limit on structures, or portions thereof, with a footprint less than 250 square feet.	0	0	0	3, 6, 8	15	8	3, 6, 8	3, 6, 8	25	25	25	25
Accessory buildings shall have a maximum of 625 square feet.	30	30	30	0	8	30	8 - 18	30	18	18	18	18
Maximum building height shall be 22', measured to eave.	100%	100%	100%	0	60%	30	0	30	30	30	30	30
Lot coverage	50%	50%	75%	0	50%	50%	60%	0	3	5	5	5
Porch Width / (Arcade)	(100%)	(100%)	-	-	100%	50%	50%	100%	40%	-	30%	-
Porch Depth / (Arcade)	(10)	(10)	-	-	8	8	8	8	8 - 14	8 - 14	8 - 14	8 - 14
Fence/Wall Frontage	-	-	-	-	-	-	-	-	-	-	-	-
Height	36	36	36	0	36	36	36	36	36	36	36	36
Minimum Height at entry floor	0	0	0	0	0	0	0	0	0	0	0	0
Ground floor use	Commercial	Commercial	Commercial	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential
Upper floor use	Commercial / Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential

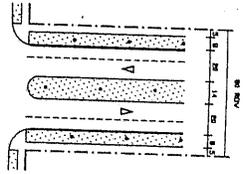
EXHIBIT V

Streets that are the primary means of access to a lot shall be a minimum of 18 feet in width and have a minimum right-of-way of 40 feet in width.

UPPER-CANE ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA
THOROUGHFARE STANDARDS

EXHIBIT V

DIMENSIONS

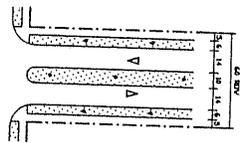


RESIDENTIAL BOULEVARD
(B-40/80)

SPECIFICATIONS

DESIGN SPEED	35 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<12,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

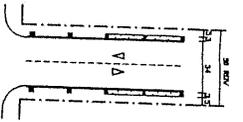


AVENUE
(A-28/80)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<12,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

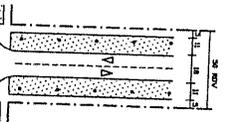


MAIN STREET
(S-34/50)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<2,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

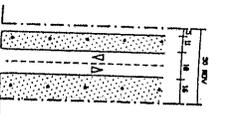


STREET
(S-18/50)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<2,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE



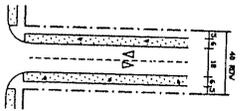
DRIVE
(D-18/50)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<2,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

DIMENSIONS



SMALL ROAD
(R-18/40)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<1,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

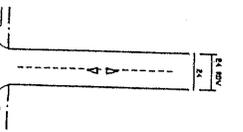


SMALL DRIVE
(D-18/40)

SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<1,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

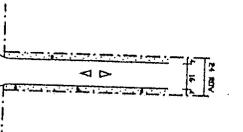


ALLEY
(A-24/24)

SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<1,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

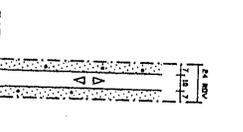


WIDE LANE
(L-16/24)

SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<1,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

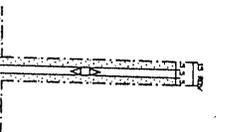


LANE
(L-10/24)

SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	8% & 10%
MIN. CENTERLINE BOUNDS	20' & 20'
PAVEMENT WIDTH	34' / 34'
CLUB RETURN PLANTS	4.1' / 4.1'
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	1.5' / 1.5'
TRAFFIC VOLUME (ADT)	<1,500
TREE PLANTING	Endowment Suggested 35' o.c.

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE



PEDESTRIAN PATH
(P-5/15)

SPECIFICATIONS

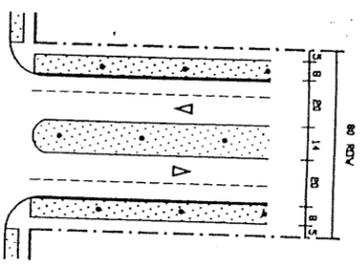
DESIGN SPEED	N/A
SUPERELEVATION	N/A
MIN. CENTERLINE BOUNDS	N/A
PAVEMENT WIDTH	15' / 15'
CLUB RETURN PLANTS	N/A
PEDESTRIAN CROSSING TIME	Open Section
AVERAGE DRAINAGE	N/A
TRAFFIC VOLUME (ADT)	N/A
TREE PLANTING	Endowment

NOTE: THE AAD SHOULD BE PROVIDED TO MATCH THE AAD VALUE OF THE

Streets that are the primary means of access to a lot shall be a minimum of 18 feet in width and have a minimum right-of-way of 40 feet in width.

EXHIBIT V

**RESIDENTIAL BOULEVARD
(B-40/80)**



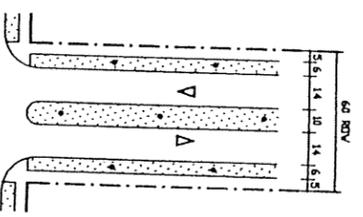
SPECIFICATIONS

DESIGN SPEED	35 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	88' & 175' m.c.r.
PAVEMENT WIDTH	20' + 20'
R.O.W. WIDTH	80' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.5 + 4.5 sec
DRAINAGE	Closed Section
AVERAGE DAILY TRAFFIC (ADT)	<12,500
TREE PATTERN	Equilateral Staggered 35' o.c.

TWO WAY
PARKING ALLOWED

DESIGN SPEED	35 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	88' & 175' m.c.r.
PAVEMENT WIDTH	20' + 20'
R.O.W. WIDTH	80' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.5 + 4.5 sec
DRAINAGE	Closed Section
AVERAGE DAILY TRAFFIC (ADT)	<12,500
TREE PATTERN	Equilateral Staggered 35' o.c.

**AVENUE
(A-28/60)**



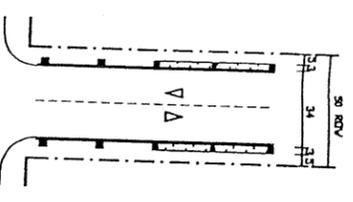
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	88' & 175' m.c.r.
PAVEMENT WIDTH	20' + 20'
R.O.W. WIDTH	60' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	3.2 + 3.2 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Equilateral Staggered 30' o.c.

TWO WAY
PARKING ALLOWED

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	88' & 175' m.c.r.
PAVEMENT WIDTH	20' + 20'
R.O.W. WIDTH	60' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	3.2 + 3.2 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Equilateral Staggered 30' o.c.

**MAIN STREET
(S-34/50)**



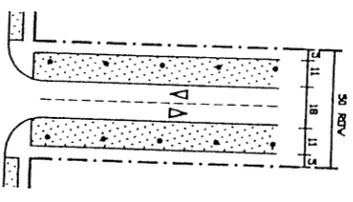
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	34' p.w.
PAVEMENT WIDTH	34' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	7.7 sec
DRAINAGE	Closed Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

TWO WAY
PARKING ALLOWED

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	34' p.w.
PAVEMENT WIDTH	34' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	7.7 sec
DRAINAGE	Closed Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

**STREET
(S-18/50)**



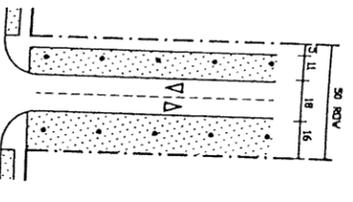
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	18' p.w.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

TWO WAY
WITHOUT PARKING

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	18' p.w.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Closed Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

**DRIVE
(D-18/50)**



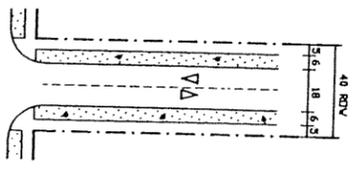
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	18' p.w.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

TWO WAY
WITHOUT PARKING

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	18' p.w.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	50' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<2500
TREE PATTERN	Allee 24' o.c.

**SMALL ROAD
(R-18/40)**



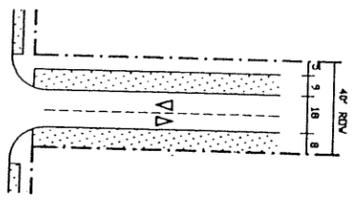
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	50' m.c.r.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	40' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	Equilateral Staggered 30' o.c.

TWO WAY
PARKING ALLOWED

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	50' m.c.r.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	40' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	Equilateral Staggered 30' o.c.

**SMALL DRIVE
(D-18/40)**



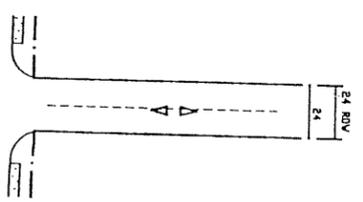
SPECIFICATIONS

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	50' m.c.r.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	40' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	Allee 30' o.c./ 40' Across

TWO WAY
WITHOUT PARKING

DESIGN SPEED	20 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	50' m.c.r.
PAVEMENT WIDTH	18' p.w.
R.O.W. WIDTH	40' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	4.1 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	Allee 30' o.c./ 40' Across

**ALLEY
(A-24/24)**



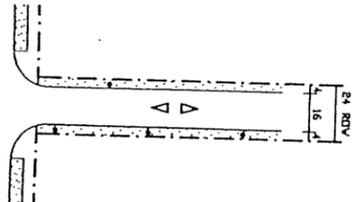
SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	24' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	5.4 sec
DRAINAGE	Reverse Crown
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	None

TWO WAY
WITHOUT PARKING

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	24' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' p.r.
PEDESTRIAN CROSSING TIME	5.4 sec
DRAINAGE	Reverse Crown
AVERAGE DAILY TRAFFIC (ADT)	<1500
TREE PATTERN	None

**WIDE LANE
(L-16/24)**



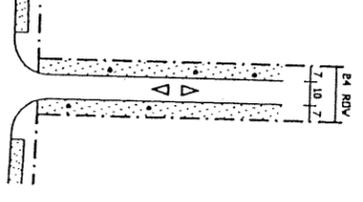
SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	16' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	3.6 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	Irregular

TWO WAY
WITHOUT PARKING

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	16' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	3.6 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	Irregular

**LANE
(L-10/24)**



SPECIFICATIONS

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	10' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	2.3 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	Irregular

TWO WAY
WITHOUT PARKING

DESIGN SPEED	10 mph
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	35' m.c.r.
PAVEMENT WIDTH	10' p.w.
R.O.W. WIDTH	24' r.o.w.
CURB RETURN RADIUS	15' c.r.
PEDESTRIAN CROSSING TIME	2.3 sec
DRAINAGE	Open Section
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	Irregular

**PEDESTRIAN PATH
(P-5/15)**



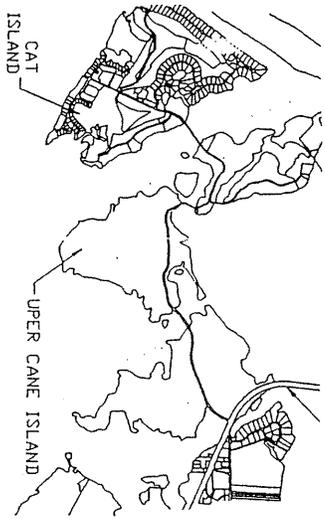
SPECIFICATIONS

DESIGN SPEED	N/A
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	N/A
PAVEMENT WIDTH	5' p.w.
R.O.W. WIDTH	15' r.o.w.
CURB RETURN RADIUS	N/A
PEDESTRIAN CROSSING TIME	N/A
DRAINAGE	N/A
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	N/A

PEDESTRIAN

DESIGN SPEED	N/A
SUPERELEVATION	none
MIN. CENTERLINE RADIUS	N/A
PAVEMENT WIDTH	5' p.w.
R.O.W. WIDTH	15' r.o.w.
CURB RETURN RADIUS	N/A
PEDESTRIAN CROSSING TIME	N/A
DRAINAGE	N/A
AVERAGE DAILY TRAFFIC (ADT)	N/A
TREE PATTERN	N/A

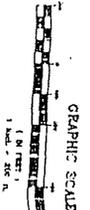
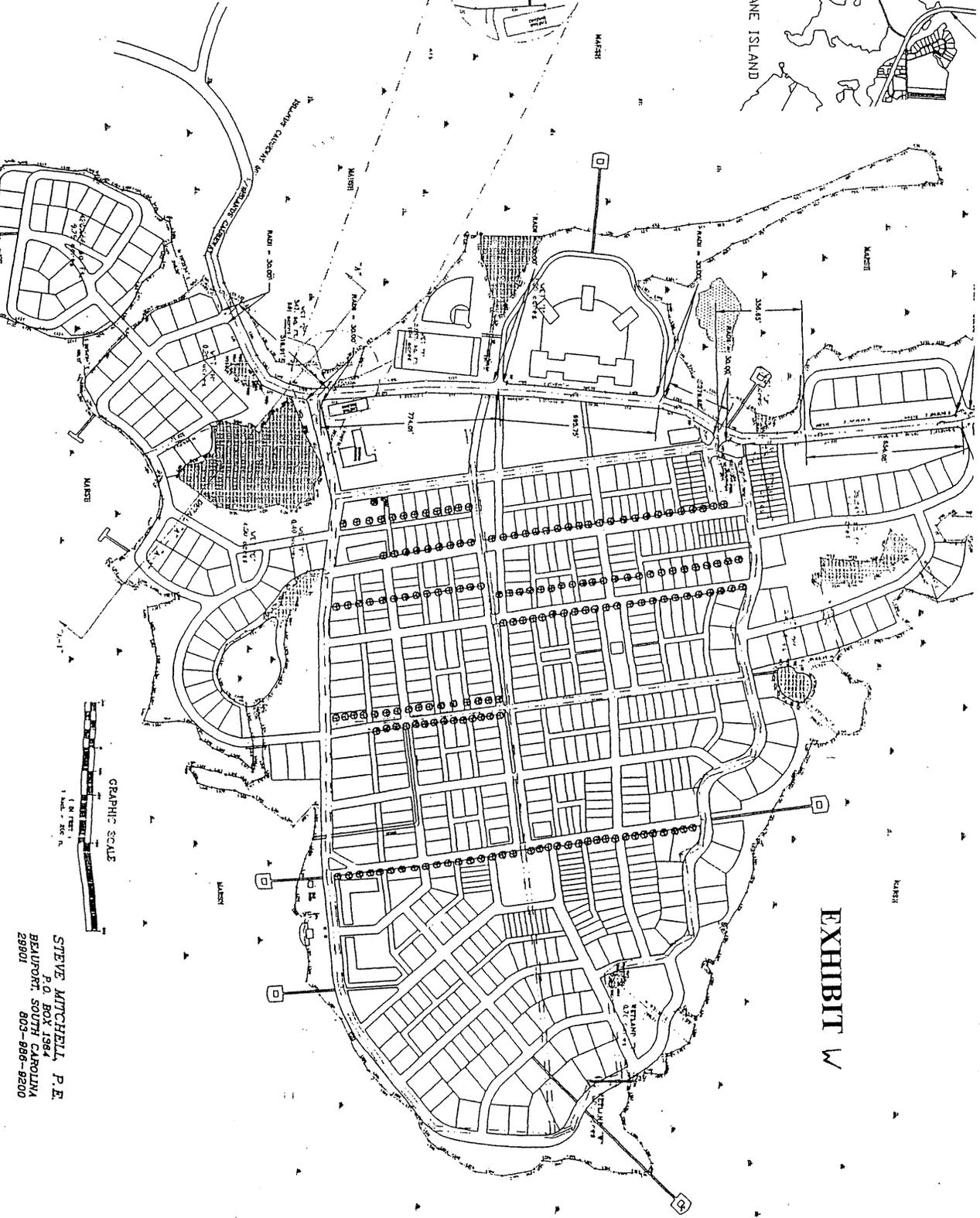
EXHIBIT W



LOCATION MAP (N.T.S.)



NOTES:
 1) THE BOUNDARY BETWEEN THE PROJECT AND ADJACENT AREAS IS SHOWN BY A DASHED LINE.
 2) THE BOUNDARY BETWEEN THE PROJECT AND ADJACENT AREAS IS SHOWN BY A DASHED LINE.
 3) THE BOUNDARY BETWEEN THE PROJECT AND ADJACENT AREAS IS SHOWN BY A DASHED LINE.



STEVE MITCHELL, P.E.
 P.O. BOX 1984
 BEAUFORT, SOUTH CAROLINA
 29901
 803-986-9200

REVISIONS	BY	DESCRIPTION	DATE

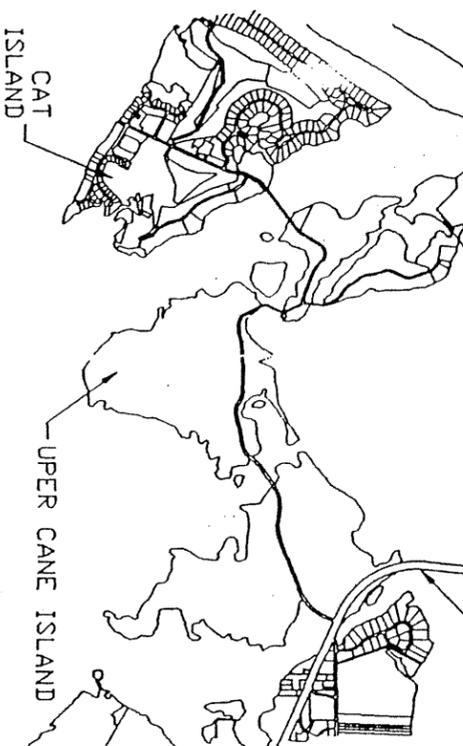
UPPER CANE ISLAND
 BEAUFORT COUNTY

PUD ROADWAY PLAN

1" = 200'

96110

SHEET 1 OF 1



LOCATION MAP (N.T.S.)



NOTES:
 1) THE DIMENSIONS SHOWN IN THIS PLAN ARE MEASURED TO THE CENTER OF THE ROAD OR TO THE CENTER OF THE LOT.
 2) THE DIMENSIONS OF THE LOTS AND THE DIMENSIONS OF THE LOTS ARE TO BE AS SHOWN ON THIS PLAN.
 3) THE DIMENSIONS OF THE LOTS AND THE DIMENSIONS OF THE LOTS ARE TO BE AS SHOWN ON THIS PLAN.
 4) THE DIMENSIONS OF THE LOTS AND THE DIMENSIONS OF THE LOTS ARE TO BE AS SHOWN ON THIS PLAN.

DATE	BY	REVISIONS
		DESCRIPTION

UPPER CANE ISLAND
 RFAUFORT COUNTY

PUD ROADWAY PLAN

1" = 200'
 96110

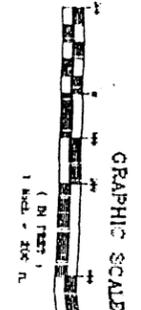
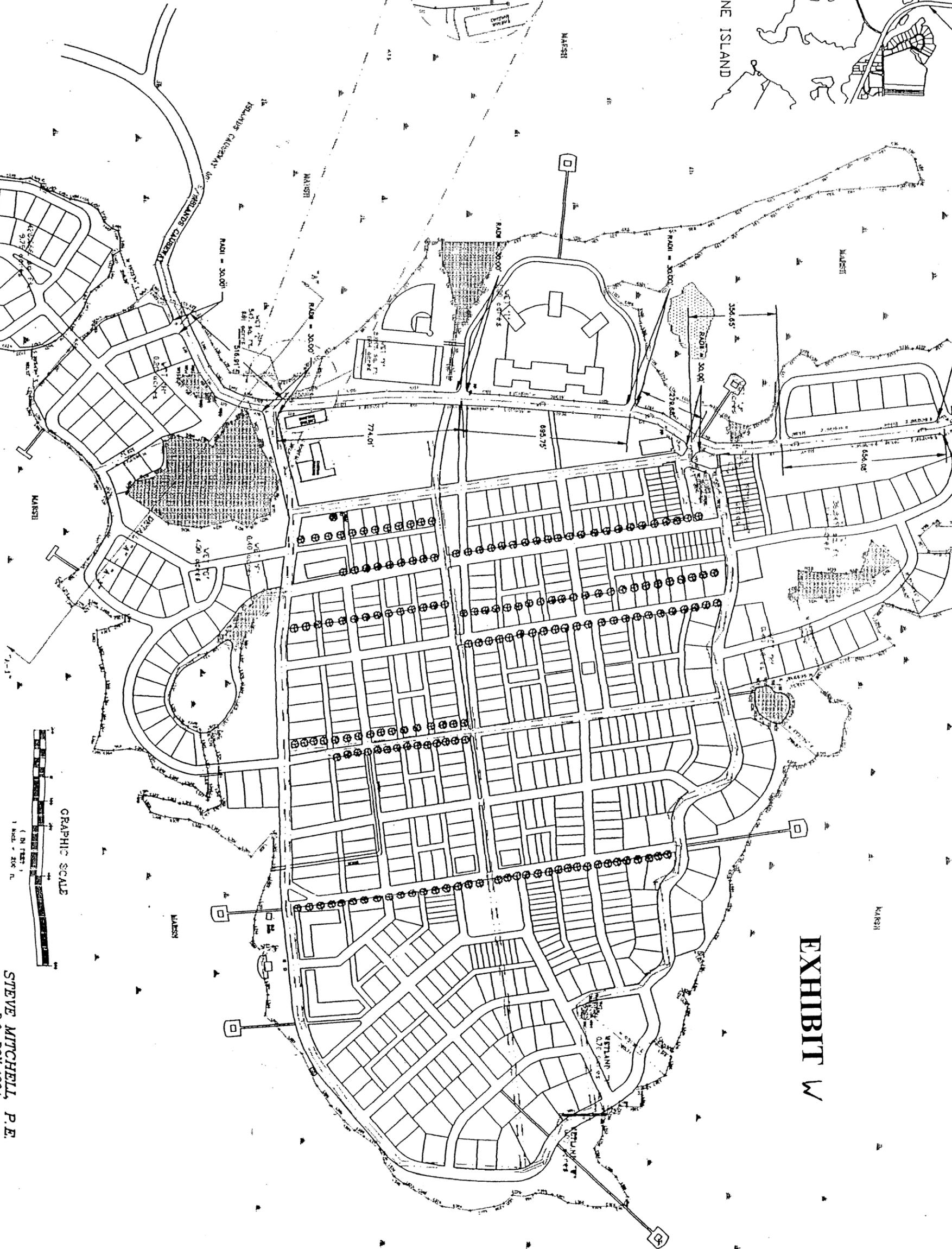


EXHIBIT W

STEVE MITCHELL, P.E.
 P.O. BOX 1364
 BEAUFORT, SOUTH CAROLINA
 29801
 803-886-9200

EXHIBIT X

THE VILLAGE OF DISTANT ISLAND
ARCHITECTURAL CONTROL COMMITTEE

DESIGN STANDARDS

INTRODUCTION

The fundamental design goal of the Distant Island Architectural Control Committee (ACC) is to assist in the creation on Distant Island of an enduring waterfront village that reflects the traditions of small, quiet, old South Carolina coastal communities. The Design Standards are the ACC's principal means to accomplish this goal.

Before the changes wrought by television and the automobile, there were well-understood rules that gave an order to living. In the realms of architecture and community building, this order reflected itself in rules, most of them unwritten and learned from the experience of centuries, about the proper location for a community, the proper mixture of places in close proximity to each other to reside and to work, the proper relationship of the structures to the natural environment and neighbors, and the proper size, shape and mass of the structures.

In today's world, these rules have largely been ignored. But the old values have not been forgotten. And as individuals and families continue to seek refuge from hectic cities and sterile suburbs, they are increasingly looking for places to live like the ones they remember, or learned from their parents, from the past.

The original parts of Beaufort—as well as a few other small places on the South Carolina coast—characterize the old communities particularly well. The oldest parts of Beaufort—centered on a waterfront street overlooking a park on the bluff (Bay Street), side streets running to the waterfront (the Bay and old Point neighborhoods), and everything within walking distance—are responsible for the vast popularity of the Beaufort area today.

The Design Standards seek to emulate the value choices that have resulted in these wonderful old coastal villages. The standards seek to provide for an orderly progression of change on a lot from its original natural state to its fulfillment as the site for a completed home in a real community.

The degree to which the full potential is realized depends largely on the care the residents take in designing, siting, constructing and landscaping their homes. Restrictive covenants provide for an architectural control committee (ACC) to adopt and enforce Design Standards. The Design Standards are intended to encourage reaching for the potential of the Village of Distant Island and to assist owners in making their plans consistent with the covenants and the standards.

The Design Standards include:

- *Procedures* for submitting plans and obtaining approvals
- *Application forms* to accompany your submittals

- *Standards* applicable to various design features, which seek to ensure compatible design details in various neighborhoods and across the entire community, materials that work well in the humid coastal climate, construction that honors the natural environment, and buildings that relate well to each other
- *House types*, which seek to ensure that houses having certain defined characteristics will be constructed in specific neighborhoods, and that buildings, streets and neighborhoods will together form an inviting and pleasant community
- *Lists* of approved architects, builders and other items
- All other rules, regulations, guidelines and requirements adopted by the ACC, which together with the above-listed items constitute the ACC's Design Standards

GENERAL:

- All plans must be submitted to the ACC for review and approval
- Plans lacking elements that are required will not be approved; plans containing elements that are not permitted will not be approved
- Verbal communications from members or representatives of the ACC do not constitute approval, which can only be granted in writing after formal action
- Final approval expires one (1) year after the date granted, unless construction has begun and is being diligently pursued
- Variances may be granted on the basis of architectural merit or hardship (see rules regarding variances in the procedures); a variance, if granted, will be considered unique, not a precedent for future decisions of any kind
- The ACC may adopt new or additional Design Standards and may amend or revoke existing ones

Please seek guidance from the ACC if you do not understand something. Please communicate to the ACC your general ideas *informally in advance*, before you spend time and money on drawings and specifications, to be sure your preliminary concepts are consistent with the Design Standards.

PLANS REVIEW OUTLINE

On the following pages are details about the steps to obtain ACC approval of your plans and inspection of your construction. These are the normal steps you would follow in planning and constructing improvements, with the added ingredient of ACC review and approval for compliance with the ACC Design Standards. The following is an outline of the steps:

PRELIMINARY STEPS

- Review ACC Design Standards
- Retain professional design consultants and builder/contractor
- Review ACC requirements with your design consultants and builder/contractor

ACC REVIEW OF YOUR PLANS

- First Submission (Form A) - Site Analysis and Sketch Review. This lets the ACC know what your initial proposal is and lets you get an initial reading of the reaction of the ACC.
- Second Submission (Form B) - Major Review and Preliminary Stake Out. This is the major review of your proposal. It is intended to occur after you have prepared your preliminary plans but before you have obtained your final construction drawings. You must pay an ACC review fee when you make this application.
- Third Submission (Form C) - Final Review and Final Stake Out. This is the review of your final construction drawings before you break ground.

ACC PERMITS AND INSPECTIONS

- ACC Approval Letter and Compliance Agreement. The ACC will issue a letter specifying the terms and conditions of the approval of your final plans. When you and your builder/contractor execute this letter, it becomes a legally enforceable contract to ensure compliance with the terms and conditions of the approval.
- Application for ACC Construction Permit (Form D). Before breaking ground, your builder/contractor must make a compliance deposit and obtain a Construction Permit from the ACC.
- Application for Batter Board Inspection (Form E). After your builder has erected the batter boards, but before pouring the footings, he must obtain a batter board inspection by the ACC administrator.

- Application for Final Inspection (Form F). After the project is completed, but before occupancy, you or your builder must obtain a final inspection by the ACC administrator.

NOTE: The ACC will not be able to take action on this application until it receives all information required by the applicable provisions of the Plans Review and Approval Procedures of the ACC Design Standards.

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC 29906

1. Owner: _____ Lot: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
2. Type of project: New residence Addition/remodel
 Landscaping Other
3. Description of project: Residence Wall or fence
 Dock Garage Landscaping
 Seawall Walkway or driveway Septic/drainfield
 Tree removal Fill or grading
 Other (describe): _____
4. Builder/Contractor: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
5. Building Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
6. Landscape Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
7. Has the builder/contractor visited the site? Yes No
8. Has the building architect visited the site? Yes No
9. Has landscape architect visited the site? Yes No
10. Are any variances from the design standards
being requested under this application? Yes No
If yes, please attach note describing variance request and give reason.

11. On behalf of the owner, builder/contractor, building architect and landscape architect named above (i) I certify that the preceding is true and correct to the best of my knowledge and belief; (ii) I have received a copy of the Distant Island Design Standards and the Declaration of Covenants, Restrictions and Easements applicable to the lot; and (iii) we agree to abide by them.

Submitted by _____ (please print) as
 Owner Builder/Contractor
 Building Architect Landscape Architect
on behalf of the above-named parties.

Signature: _____ Date: _____

For ACC use only: Date received: _____
 Received by: _____

NOTE: The ACC will not be able to take action on this application until it receives all information required by the applicable provisions of the Plans Review and Approval Procedures of the ACC Design Standards.

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC 29906

1. Owner: _____ Lot: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
2. Type of project: New residence Addition/remodel
 Landscaping Other
3. Description of project: Residence Wall or fence
 Dock Garage Landscaping
 Seawall Walkway or driveway Septic/drainfield
 Tree removal Fill or grading
 Other (describe): _____
4. Builder/Contractor: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
5. Building Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
6. Landscape Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
7. Has the builder/contractor visited the site? Yes No
8. Has the building architect visited the site? Yes No
9. Has landscape architect visited the site? Yes No
10. Are any variances from the design standards being requested under this application? Yes No
If yes, please attach note describing variance request and give reason.
11. On behalf of the owner, builder/contractor, building architect and landscape architect named above (i) I certify that the preceding is true and correct to the best of my knowledge and belief; (ii) I have received a copy of the Distant Island Design Standards and the Declaration of Covenants, Restrictions and Easements applicable to the lot; and (iii) we agree to abide by them.
12. A fee payable to Distant Island Company, L.P. is required to be submitted with this application: \$ 350 new residence \$ 75 addition/remodel

Submitted by _____ (please print) as
 Owner Builder/Contractor
 Building Architect Landscape Architect
on behalf of the above-named parties.

Signature: _____ Date: _____

Amount received: _____

Received by: _____

NOTE: The ACC will not be able to take action on this application until it receives all information required by the applicable provisions of the Plans Review and Approval Procedures of the ACC Design Standards.

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC. 29906

1. Owner: _____ Lot: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
2. Type of project: New residence Addition/remodel
 Landscaping Other
3. Description of project: Residence Wall or fence
 Dock Garage Landscaping
 Seawall Walkway or driveway Septic/drainfield
 Tree removal Fill or grading
 Other (describe): _____
4. Builder/Contractor: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
5. Building Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
6. Landscape Architect: _____
Firm: _____
Address: _____ Phone: _____
City: _____ State: ___ Zip: _____ Fax: _____
7. Has the builder/contractor visited the site? Yes No
8. Has the building architect visited the site? Yes No
9. Has landscape architect visited the site? Yes No
10. Are any variances from the design standards being requested under this application? Yes No
If yes, please attach note describing variance request and give reason.

11. On behalf of the owner, builder/contractor, building architect and landscape architect named above (i) I certify that the preceding is true and correct to the best of my knowledge and belief; (ii) I have received a copy of the Distant Island Design Standards and the Declaration of Covenants, Restrictions and Easements applicable to the lot; and (iii) we agree to abide by them.

Submitted by _____ (please print) as
 Owner Builder/Contractor
 Building Architect Landscape Architect
on behalf of the above-named parties.

Signature: _____ Date: _____

For ACC use only: Date received: _____
Received by: _____

NOTE: Before construction may commence, the ACC Approval Letter and Compliance Agreement for this project must be executed by the lot owner and builder/contractor; the specified compliance deposit must be made by the builder/contractor; and an ACC Construction Permit must be obtained.

TO BE COMPLETED BY BUILDER/CONTRACTOR

Date: _____

Reference: ACC project number: _____
Lot number: _____
Street: _____

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC 29906

Compliance deposit tendered: \$ _____
(Note: make compliance deposit payable to Distant Island Company, L.P.)

We hereby tender the compliance deposit specified above and apply for an ACC Construction Permit for the referenced project. We have read the ACC Approval Letter and Compliance Agreement applicable to this project thoroughly and understand the terms and conditions contained therein. We agree to be bound by those terms and conditions and accept full responsibility of enforcement for the undersigned, its employees, subcontractors and employees of subcontractors. We understand that the penalty for noncompliance with the terms and conditions of the agreement shall be forfeiture of the total compliance deposit or portions thereof as set forth in the agreement as well as any additional remedies available.

BUILDER/CONTRACTOR:

Name of firm: _____

Name\Title _____

License Number _____

Address: _____ Phone: _____

City: _____ State: ___ Zip: _____ Fax: _____

For ACC use only:

1. Compliance deposit amount \$ _____ received on _____, 19____
received by _____
2. ACC Construction Permit number _____ issued on _____, 19____
issued by _____
3. Compliance return deposit amount \$ _____ returned on _____, 19____
returned by _____
4. Compliance return deposit amount \$ _____ received on _____, 19____
received by _____

NOTE: No pouring of slabs or footings, or performing further work of a permanent nature, may commence until the ACC administrator has approved the batter board inspection in writing.

TO BE COMPLETED BY BUILDER/CONTRACTOR

Date: _____

Reference: ACC project number: _____
Lot number: _____
Street: _____

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC 29906

We have installed the batter boards for this project and request a batter board inspection. We understand that no pouring of slabs or footings, or performing of further work of a permanent nature, may commence until the ACC administrator has approved the batter board inspection in writing.

BUILDER/CONTRACTOR:

Name of firm: _____

Name/Title: _____

License Number: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

For ACC use only:

1. Application received on _____, 19 ____
received by _____

2. Inspection performed on _____, 19 ____
inspected by _____

3. Final inspection approved on _____, 19 ____
Initial for: _____ Construction _____ Addition/remodel _____ Landscaping _____ Other _____
By: _____ (ACC Plans Administrator)

NOTE: No building may be occupied and no other structure or improvement constituting any portion of the project (including landscaping) may be used until a final inspection has been performed and approved by the ACC administrator in writing. A copy of the county occupancy certificate must be submitted with this application.

TO BE COMPLETED BY BUILDER/CONTRACTOR

Date: _____

Reference: ACC project number: _____
Lot number: _____
Street: _____

For: Construction Addition/remodel
 Landscaping Other

To: Plans Administrator, Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office B, 2614 Boundary Street, Beaufort, SC 29906

We have completed this project, have received the county occupancy certificate (must be submitted with this application), and request a final inspection. We understand that no building may be occupied and no other structure or improvement constituting any portion of the project (including landscaping) may be used until a final inspection has been performed and approved by the ACC administrator in writing. We further understand that if installation of landscaping materials is part of the project, it must be completed within 90 days after completion of the structures and that we will apply for a final inspection of the landscaping installation immediately upon its completion.

OWNER: _____

Address: _____ Phone: _____

City: _____ State: ___ Zip: _____ Fax: _____

BUILDER/CONTRACTOR:

Name of firm: _____

Name/Title: _____

Address: _____ Phone: _____

City: _____ State: ___ Zip: _____ Fax: _____

For ACC use only:

1. Application received on _____, 19 ____
received by _____

2. Inspection performed on _____, 19 ____
inspected by _____

3. Final inspection approved on _____, 19 ____
Initial for: ___ Construction ___ Addition/remodel ___ Landscaping ___ Other
By: _____ (ACC Plans Administrator)

PLANS REVIEW AND APPROVAL PROCEDURES

I. APPLICATIONS AND PLANS SUBMISSIONS

Submit applications and plans to:
Plans Administrator
Distant Island Architectural Control Committee
2614 Boundary, Office B
Beaufort, SC 29906

II. ROLE OF ARCHITECTURAL CONTROL COMMITTEE (ACC)

It is the responsibility of the ACC to review your plans and either approve or disapprove them. The ACC will respond expeditiously to each submittal. It will strive to be supportive and constructive with positive encouragement of proposals that are compatible with the Design Standards. It is suggested that your architect or builder/contractor handle the preparation and submission of applications and plans to the ACC on your behalf, since they will already have experience in dealing with architectural reviews. While the steps required by the ACC may at first appear to be complicated, they are the normal ones that would ordinarily be completed before breaking ground on a project. Omission of required or requested items may cause unnecessary delay. The ACC may waive submission of items it deems to be inapplicable to your proposal. *No one is permitted to clear the lot, remove any trees or begin any construction activities until the ACC has issued a Construction Permit.*

1. Jurisdiction of ACC

- Construction of every kind, including but not limited to: buildings, walls, docks, seawalls, fences, garages, signs, tree-houses, roofs, paving, decks, patios, pools and posts placed on or attached to lots, yards or buildings
- Grading and fill operations, shaping of land areas, drainage and landscaping
- Remodeling or altering the exterior of existing structures including additions of any kind
- Removal of trees

2. Enforcement Powers of ACC

Should a violation occur, the ACC has the right to enter the lot to remedy the violation; injunctive relief to require the owner to stop,

remove and/or alter the violation; and money damages as recompense for the violation.

3. **Limitation of Responsibilities**

The primary purpose of the ACC is to review applications, plans, specifications, materials and samples submitted to determine if they conform to the Design Standards. The ACC specifically does not assume responsibility for the following:

- Structural adequacy, capacity or safety features of proposed structures or improvements
- Soil erosion, non-compactible or unstable soil conditions
- Compliance with any governmental building codes, zoning codes, safety requirements, or any other governmental laws, ordinances or regulations
- Performance or quality of work of any consultant or contractor

III. **PRELIMINARY STEPS**

1. **Review the following documents:**

- Your lot purchase agreement and deed to determine if there are any special requirements relating to your lot
- The Distant Island Declaration of Covenants, Restrictions and Easements and any subsequent supplemental declarations applicable to your lot
- The Design Standards adopted by the ACC

2. **Retain professional design consultants and builder/contractor**

Building Architect. Use of a building architect is urged of all owners and may be required by the ACC. A list of approved building architects is available from the ACC. If you are considering a building architect who is not on this list, the architect must be approved by the ACC.

Landscape Architect. Use of a landscape architect is urged of all owners and may be required by the ACC. A list of approved landscape architects is available from the ACC. If you are considering a landscape architect who is not on this list, the architect must be approved by the ACC.

Builder/contractor. Use of a professional builder or contractor is required by the ACC. A list of approved builders and contractors is available from the ACC. If you are considering a builder or contractor who is not on this list, the builder or contractor must be approved by the ACC.

3. Review ACC requirements with your design consultants and builder

Be sure to have your building architect, landscape architect and builder/contractor acquaint themselves with the ACC requirements and procedures.

IV. REVIEW, APPROVAL AND INSPECTION STEPS

The ACC review process described below is a standard process required by all planned communities. We have tried to make our procedures easy to understand and easy to follow.

1. Site Analysis and Sketch Review - First Submission (Form A)

The purpose of this initial step is to determine the compatibility of the most basic elements of your proposal with the Design Standards. This early review helps guide you and your design consultants in understanding the standards as they relate to your proposal, before you commit substantial time and money to detailed plans. This review is best initiated by submitting the required information at a meeting of the homesite owner and the architect (if available) with the ACC administrator. This meeting is also a way to build a good working relationship among the parties.

Required information:

- a site analysis to determine existing conditions and the potential impact of your proposal
- preliminary sketches to depict your proposal

The site analysis may be drawn using a copy of the plat of survey of your lot as the starting point. The scale must be consistent and at least 1" = 20'. Your submittal should show:

- Property lines, easements, setbacks, topographical contours and other prominent natural features
- Location of existing structures (buildings, patios, terraces, walkways, driveways, docks, seawalls, etc.) and existing landscaping on your lot and adjacent lots

- Location of proposed structures, proposed landscaping and everything else you propose to install on your lot
- Drawings, sketches or photos to show the exterior design, colors, materials and appearance of your proposal
- Such other information as the ACC might reasonably request

The ACC administrator will arrange a review of your submittal by the ACC after receiving complete information. The ACC has (30) days to act but will strive to make a decision as expeditiously as reasonably possible. The ACC will either grant sketch approval in writing or state reasons for disapproval in writing and will normally offer suggestions for improvement.

If the design of any element of your proposal is changed, either by request of the ACC or by desire of the owner, it must be resubmitted for review and approval.

2. Major Review and Preliminary Stake Out - Second Submission (Form B)

This is the step at which critical elements of your plan will be addressed to insure compliance with the Design Standards and a smooth transition to final review. This is a major review of your proposal. It includes a thorough review of your preliminary construction plans, a preliminary stake out of the proposed improvements on the site, and payment of the review fee in the amount stated on Form B (Major Review Application).

The ACC administrator will review all submissions and the preliminary stakeout, and will not present your proposal to the ACC for this review until all required items have been submitted. Two (2) copies of the following must be submitted:

- Boundary survey at scale of at least 1" = 10' showing property lines, easements, setbacks, topographical contours and other prominent natural features
- Tree survey at same scale showing location and identification by species of all trees 2.5 inches and larger when measured two (2) feet above ground level
- Dimensioned site plan at same scale, overlaid on tree survey, showing conformity with all required easements and setbacks; footprint and roof line of all existing structures and proposed improvements; trees to remain and trees to be removed; driveways; walkways; service yard; HVAC units; septic tanks and

drain fields; electric meters; and all other existing and proposed site improvements.

- Schematic landscape plan at same scale, overlaid on tree survey, showing location of existing and proposed structures (house, driveway, walkways, etc.) with proposed landscaping improvements and location and types of planting materials
- Floor plans at 1/8" or 1/4" scale depicting layout of spaces for all levels of proposed buildings
- Elevations at 1/8" or 1/4" scale of all exterior sides of proposed structures
- Colors and materials of existing and proposed improvements
- Such other items as the ACC might reasonably request

Preliminary stake out:

You must stake out the preliminary location of proposed improvements on the lot including house or new addition, accessory structures, driveway and walkways, dock, underground utility trenches, service yard, septic tank and drain field, pool, fences, and other improvements. The stakes must be at least two (2) feet tall marking the corners of each improvement, a string must connect the stakes to outline the areas, and the areas must be identified with a label. All trees proposed to be removed must be tied with red surveyor's ribbon.

The ACC will review the preliminary plans and the preliminary stake out after receiving complete information. The ACC has thirty (30) days to act but will strive to make a decision as expeditiously as reasonably possible. The ACC will either grant preliminary approval in writing or state reasons for disapproval in writing and will normally offer suggestions for improvement.

If the design or location of any element of your preliminary plan or preliminary stakeout is changed, either by request of the ACC or by desire of the owner, it must be resubmitted to the ACC for review and approval.

3. Final Construction Documents Review and Final Stake Out - Third Submission (Form C)

This review addresses the details of your final construction documents before actual construction begins. It includes a review of your final construction plans and a final stake out of the proposed improvements.

The ACC administrator will review all submissions and the final stakeout, and will not present your plans to the ACC for this review until all required items have been submitted. Two (2) copies of the following must be submitted:

- Updated site plan at a scale of at least 1" = 20', containing the dimensioned site plan information listed in the preliminary plans review above
- Landscape plan at the same scale as the site plan, overlaid on tree survey, showing dimensioned representations of all driveways; walkways; septic tanks; drain fields; mechanical equipment; landscape lighting; sprinkler head locations; fences; screening; service yards; pools; decks; patios; play structures; mailbox site; planting materials identified by size, common name and variety; and all other landscaping improvements. All utility services must be underground; the trenches must be located on the plan to save tree roots including water lines, sewer lines, telephone lines, electricity lines, cable lines, irrigation lines and lighting lines.
- Grading, drainage and fill plans indicating run-off and tree preservation methods
- Foundation and framing plans at 1/4" scale showing locations and sizes of foundation and framing elements and how they relate to nearby trees
- Floor plans at 1/4" scale containing all information necessary for construction with calculation of enclosed heated/air conditioned square footage per floor and total square footage
- Elevations at 1/4" scale accurately representing all exterior sides of all structures being constructed. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled.
- Building sections at 1/4" scale as necessary for clarification and construction
- Details, including without being limited to typical wall section; window and door details; exterior walls, fences and screens; privacy walls; porch sections; exterior trim; stairways; railings
- Full set of specifications defining the quality of all work and materials including landscaping

- Colors samples of all exterior materials including siding, trim, brick, roofing, stucco and lattice on actual materials proposed to be used; these samples are most important to the owner and the ACC in evaluating final appearance since color chips and photos often vary greatly from actual applications
- Such other items as the ACC might reasonably request

Final stake out:

Your builder/contractor must stake out the final location of proposed improvements on the lot including house or new addition, accessory structures, driveway and walkways, dock location, underground utility trenches, service yard, septic tank and drain field, pool, fences, and other improvements. The stakes must be at least two (2) feet tall marking the corners of each improvement, a string must connect the stakes to outline the areas, and the areas must be identified with a label. All trees proposed to be removed must be tied with red surveyor's ribbon.

The ACC will review the final plans and the final stake out after receiving complete information. The ACC has thirty (30) days to act but will strive to make a decision as expeditiously as reasonably possible. It will either grant final approval in writing or state reasons for disapproval in writing.

If the design or location of any element of your final plan or final stakeout is changed, either by request of the ACC or by desire of the owner, it must be resubmitted to the ACC for review and approval.

Approval of the final plans and the final stake out will be contained in an Approval Letter and Compliance Agreement signed by the chairman of the ACC addressed to the owner and the builder/contractor. A condition of the approval will be that the owner and the builder/contractor must execute the Approval Letter and Compliance Agreement, which will then be a legally enforceable contract among the parties to ensure compliance with the terms and conditions of the approval.

4. Construction Permit Application (Form D)

Prior to commencement of construction activities, the builder/contractor must make a refundable compliance deposit in the amount stated in the Approval Letter and Compliance Agreement and obtain from the ACC a Construction Permit. The compliance deposit will be held until final inspection approval has been granted by the ACC. Full compliance will result in the return of the compliance deposit.

No one is permitted to clear the lot, remove any trees or begin any construction activities until the ACC has received the compliance deposit and issued the Construction Permit.

5. Batter Board Inspection Application (Form E)

The builder/contractor must request an inspection when batter boards are up, prior to pouring slabs or footings, or performing any further work of a permanent nature. No pouring of slabs or footings, or performing of further work of a permanent nature, may commence until the ACC administrator has approved the batter-board inspection in writing.

6. Final Inspection Application (Form F)

Before occupancy of a building or use of any other structure or improvement constituting a portion of a project, the owner or builder/contractor must apply to the ACC for a final inspection and must include with the application a copy of the county occupancy certificate. The ACC administrator will visit the site to verify compliance with the approved plans (including landscaping). No building may be occupied or other structure or improvement constituting a portion of the project (including landscaping) may be used until a final inspection has been performed and approved in writing by the ACC administrator. If landscaping is part of the project and is incomplete at the time of completion of the structures, the final inspection may exclude the landscaping provided that the landscaping must be completed within 90 days. In this case, when you complete the landscaping you must apply for a final inspection of it also.

V. APPLICANT'S RIGHTS

All plans and documents submitted to the ACC pursuant to these procedures will remain the property of the ACC and will be retained by it except duplicate copies marked "approved" and returned as part of the approval process. Special visual aids such as models, photos, slides and renderings may be reclaimed.

An applicant receiving a negative decision from the ACC is encouraged to revise the submittal in accordance with recommendations and resubmit it to the ACC.

An applicant who is unable to comply with the requirements of the ACC, or who feels that the requirements are overly stringent, may request a hearing before the ACC. The request must be made in writing. A meeting of the ACC will then be convened and a decision

made within 30 days of receipt of the request. Decisions of the ACC after the hearing are final.

IV PROJECT CHANGES

Any change in a project after approval must be reviewed and approved by the ACC. Implementation of the change may not proceed until the change is approved by the ACC and all conditions of the approval are met.

ACC DESIGN STANDARDS

ACCESSORY BUILDING

DEFINITION.

- a building accessory to the main dwelling used as a garage for covered parking of automobiles or as servants' quarters, or combination of both, and which may contain a guest suite without a kitchen; sometimes referred to as a "carriage house"

TYPE AND CONFIGURATION OF MATERIAL

Only the following are permitted:

- conform to the main dwelling or consistent with the main dwelling

GENERAL

- according to plans and specifications approved by the ACC
- must be planned and installed at the same time as, or after, the main dwelling
- if a garage, may not be converted from a garage to other uses, or converted into living space, without the approval of the ACC
- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

ACC DESIGN STANDARDS

APPURTENANCES

DEFINITION

- everything constructed or installed on the lot in addition to the main dwelling or the accessory building

TYPE OF STRUCTURE

Only the following are permitted:

- appurtenances permitted elsewhere in this code
- garden pavilions and greenhouses
- gazebos, trellis structures and arbors
- pools, pool cabanas and pool equipment enclosures
- enclosures for garbage area, utility meters, heating/cooling equipment, clothes drying, outdoor cooking
- appurtenances approved for the specific lot by the ACC upon application of the owner

TYPE AND CONFIGURATION OF MATERIAL

Only the following are permitted:

- consistent with the main dwelling

GENERAL

- according to plans and specifications approved by the ACC
- must be planned and installed at the same time as, or after, the main dwelling
- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

ACC DESIGN STANDARDS

COLOR PALETTE

DEFINITION

- the coordinated colors and shades approved for specific items on specific structures and other improvements

TYPE OF MATERIAL

Only the following are permitted:

- on wood: painted according to the approved color; stained with a semi-transparent stain in the approved shade; or natural and treated with a bleaching oil if approved to remain unpainted and unstained
- on masonry and brick: painted according to the approved color; stained with a semi-transparent stain in the approved shade; or natural if approved to remain unpainted and unstained
- on other approved materials: painted or stained according to approved color or shade

CONFIGURATION OF MATERIAL

Only the following are permitted:

- body color for main dwelling and accessory building: neutral palette ranging from soft white to subtle earth tones found in beach sand
- trim color: same as body color
- shutters and doors: traditional, muted shades found on homes in early coastal towns such as Beaufort, Charleston, Savannah and St. Augustine (not bright and clear colors or ice-cream pastels).
- roof: gray tones

GENERAL

- according to plans and specifications approved by the ACC

ACC DESIGN STANDARDS

DECKS AND TERRACES

TYPE AND CONFIGURATION OF MATERIAL

Only the following are permitted:

- brick, masonry, wood
- if raised above ground level, underneath must be screened with same material

GENERAL

- according to plans and specifications plans approved by the ACC
- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

DOCKS

MATERIAL AND COLOR

Only the following are permitted:

- pine treated with copper-chromate-arsenic (CCA): 0.4 CCA or its equivalent for wood not directly exposed to tidal waters; 2.5 CCA or its equivalent for wood directly exposed to tidal waters
- naturally weathering wood color, or painted or stained a color approved by ACC

DESIGN, CONFIGURATION AND CONSTRUCTION

Required elements:

- stairway or horizontal deckway from top of bluff to fixed deck: maximum width 5'
- fixed deck: parallel to closest shared lot line; maximum width 5'; elevation exactly same as Vinoski dock on lot 20 in Chowan Creek neighborhood; handrail required
- fixed deckhead: maximum dimension of 16' x 16'; handrail required
- maximum height of all handrails 42" inches
- siting of total structure: no closer than 20' to straight-line extension of any shared lot line, except docks shared by two neighbors shall be at intersection of shared lot line with waterfront lot line; outboard edge at outboard line established by ACC
- substantially the same design (but without a roof) as the village dock owned by Distant Island Company (located in the vicinity of the tennis court) may be required on lots in specific neighborhoods such as Claire's Point in order to achieve a uniform neighborhood dock design

Permitted elements:

- a single floating platform: not exceeding 30' (parallel to shoreline) x 12' (perpendicular to shoreline); offset to side of fixed deckhead or beyond fixed deckhead in the sole and absolute discretion of the ACC
- gangway to floating platform: maximum width 5'; handrail required
- pilings for floating platform: uniform in height; no taller than 2' above fixed deck handrail

DOCKS (CONTINUED)

- freestanding pilings: no taller than 2' above fixed deck handrail
- benches: integrated into structure
- flags or pennants: not exceeding 6 square feet; maximum height 6' above fixed deck handrail
- radio antenna: unipole only; maximum height 6' above fixed deck handrail; maximum of 2
- boat lift: allowable in sole discretion of ACC; integrated into structure
- gazebo or other roof structure on fixed deckhead: allowable in sole discretion of ACC
- lighting: not exceeding 450 watts total illumination; bulbs shaded or reflected downward; wiring hidden from view
- sink in wooden enclosure: pipes hidden from view

GENERAL

- according to plans and specifications approved by ACC
- must be constructed by an approved contractor
- you must also submit your dock plans to S.C. Coastal Council for approval; approval by ACC is no guarantee of S.C. Coastal Council approval, and vice versa; as a uniform procedure, ACC will object to S.C. Coastal Council approval before you obtain ACC approval
- the ACC may exempt docks serving the entire community or a neighborhood from some or all of the requirements or restrictions set forth above

DOORS

TYPE OF MATERIAL

Only the following are permitted:

- painted or stained wood or painted metal

CONFIGURATION OF MATERIAL

Only the following are permitted:

- door patterns (except garage doors): recessed panels or horizontal louvers, or combination of both; uniform pattern throughout
- garage door pattern: subject to ACC approval
- door openings (except garage doors): not larger than 6' (horizontal) x 10' (vertical) with vertical longer than horizontal
- garage door openings: not larger than 10' horizontal x 10' vertical
- garage door hinges: at jambs with exterior swing, or swing upwards and inwards on concealed rails

GENERAL

- according to plans and specifications approved by the ACC
- must be installed by an approved contractor
- only colors described on the approved color palette may be used

GARDEN WALLS, FENCES AND GATES

DEFINITION

- includes both perimeter and non-perimeter structures

TYPE OF MATERIAL

Only the following are permitted:

- walls: match the main dwelling
- fences and gates: wood

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC
- wall opacity: minimum of 85% overall
- fence and gate opacity: between 50% and 85% overall
- wall pattern: match the main dwelling
- fence and gate pattern: see Master List

GENERAL

- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

LANDSCAPING

TYPE OF MATERIAL

Only the following are permitted:

- trees: see Master List
- shrubs: see Master List
- grass: centipede or St. Augustine (also known as Charleston)

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC

GENERAL

- plans must be drawn by an approved landscape architect or an approved landscape designer
- tree removal of large-growing trees having a diameter of 5" or more (measured 2' above ground level) requires review and approval by ACC
- tree removal of small-growing trees having a diameter of 2.5" or more (measured 2' above ground level) requires review and approval by ACC
- sources of information on indigenous trees and shrubs:

"Landscape Plants of the Southeast," R. Gordon Halfacre and Anne R. Shawcroft, Sparks Press, 1979.

"Landscape Plant Materials for Georgia," revised by Neal Weatherly, Jr., Head of Extension Landscape Department, The University of Georgia.

ACC DESIGN STANDARDS

MAILBOXES AND HOUSE NUMBERS

TYPE OF MATERIAL

Only the following are permitted:

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC

GENERAL

- must be constructed by an approved contractor
- only colors described on the approved color palette may be used
- only at locations approved by the ACC

CHOWAN CREEK NEIGHBORHOOD - SPECIFICS

- #2 galvanized rural mailbox mounted on 1x12x8" LP22 treated pine board mounted to 6x6x12' LP22 treated pine post; elevation of post identical to existing mailboxes
- box and post painted non-glossy "Distant Island Gray" (Pantone #424C), flag painted non-glossy "Distant Island Green" (Pantone #330C)
- location: along Distant Island Drive at site approved by ACC
- lettering for last name: 1" Times Roman, standard white
lettering for house number: 4" Times Roman, reflective white
location of lettering identical to existing mailboxes

ACC DESIGN STANDARDS

MAIN DWELLING

TYPE OF STRUCTURE

Only the following are permitted:

- a single-family residence
- consistent with designated house type (see Community Code)
- may contain a guest suite without a kitchen
- may contain a garage if allowed by house type (see Community Code)

TYPE OF MATERIAL

Only the following are permitted:

- horizontal wood clapboard 3.5" to 6" visible, not rough-sawn
- vertical wood clapboard 3.5" to 6" visible, rough sawn – area A (Chowan Creek) only
- wood shingles
- stucco with smooth sand finish or bag finish (applied with steel trowel to show hand of the workman and normal irregularities, not machine finished or mirror smooth)
- non-porous brick, painted or stained a color described in the approved color palette (not natural brick color)

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC
- openings in wall: no more squat than a square, no more vertical than a triple square
- trim boards: between 2" and 6" at openings
- visible lintels and arches: configure as true bearing elements (no soldier courses supported on metal angles)

ACC DESIGN STANDARDS

- visible lintels: extend beyond opening a dimension equal to visible height of lintel

MAIN DWELLING (CONTINUED)

GENERAL

- plans must be drawn by an approved building architect or be obtained from an approved plan book (see Master List)
- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

ACC DESIGN STANDARDS

ROOFS AND GUTTERS

TYPE OF MATERIAL

Only the following are permitted:

- roof coverings: seamed metal; asphalt shingles; fiberglass shingles; 5 "v"
- gutters: half-round or half-rectangular; copper; 5-crimp "galvalume" heavy gauge metal

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC
- consistent type of roof covering and gutter on every structure on lot
- simple symmetrical hipped roof with pitch between 8:12 and 10:12
- simple symmetrical gabled roof with pitch between 6:12 and 10:12
- simple shed against main dwelling or perimeter wall only with pitch between 4:12 and 8:12
- dormers no closer than 3' to gable end
- closed rafters
- open rafters exposing rafter ends no less than 2"
- roof overhangs: proportioned to mass of the structure with minimum of 24" for main dwelling and 18" for shed roofs, accessory structure and appurtenances
- downspouts: round or rectangular
- skylights and solar panels: not visible from street, flat and flush with roof line, and no more than 9 square feet facing any single lot line
- ventstacks: not visible from street

GENERAL

- must be constructed by an approved contractor

ACC DESIGN STANDARDS

- only colors described on the approved color palette may be used

SEAWALLS

MATERIAL AND COLOR - *Only the following are permitted:*

- bulkhead: pine treated with copper-chromate-arsenic (CCA): 0.4 CCA or its equivalent for wood not directly exposed to tidal waters; 2.5 CCA or its equivalent for wood directly exposed to tidal waters: naturally weathering wood color
- revetment: crushed granite riprap of a size in accordance with SC Hwy specification 804.03 (Stone for Hand Placed Riprap)

DESIGN, CONFIGURATION AND CONSTRUCTION - *Only the following are permitted:*

- seawall framing exposed (facing water)
- according to plans and specifications approved by ACC
- construction by an approved contractor (see Master List)
- conforming to existing seawalls in the neighborhood, if any

GENERAL

- you must also submit your seawall plans to S.C. Coastal Council for approval; approval by ACC is no guarantee of S.C. Coastal Council approval, and vice versa; as a uniform procedure, ACC will object to S.C. Coastal Council approval before you obtain ACC approval

ACC DESIGN STANDARDS

SHUTTERS AND AWNINGS

TYPE OF MATERIAL

Only the following are permitted:

- shutters: wood
- awnings: canvas

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC
- shutters: on operable hinges and sized to match openings; recessed panels or horizontal louvers, or combination of both
- awnings: ???

GENERAL

- must be constructed by an approved contractor
- only colors described on the approved color palette may be used

WINDOWS

TYPE OF MATERIAL

Only the following are permitted:

- frames: painted wood or painted metal
- mullions: painted wood
- panes: clear glass with no more than 10% reduction in light

CONFIGURATION OF MATERIAL

Only the following are permitted:

- according to plans approved by the ACC
- same plane as face of surrounding area of building
- openings: not larger than 4' (horizontal) x 8' (vertical) and no squater than a square
- sills: projection of between 1" and 2"
- architraves: simple section and constant dimension from opening (no keystones)
- sashes: single or double-hung, or combination of both
- mullions: a regular grid pattern
- circular, semi-circular or octagonal window: no more than one per building

Where facing street or side lot line:

- fenestration: less than 30% of total facade surface area
- panes and mullions: not larger than 1' (horizontal) x 2' (vertical) each with vertical longer than horizontal
- windows facing and within 25 feet of property line: minimum sill height of 6' above finished floor level (exemption: windows whose line of sight is held within the lot by a wall)

Where facing lot line opposite the street (but not a side lot line):

TREES - SMALL GROWING

TYPE OF MATERIAL

Only the following are permitted:

- specimen trees approved for the site by the ACC
- the following indigenous types:

Apple
 Apricot, Japanese Flowering
 Ash, Mountain
 Birch, European White
 Cedar, Deodar
 Chaste Tree
 Cherry, Carolina Laurel
 Cherry, Japanese
 Cherry, Sour
 Cherry, Weeping
 Cherry, Yoshino
 Crabapple, Flowering
 Crabapple, Japanese
 Crabapple, Southern
 Crape Myrtle
 Dogwood
 Dogwood, Flowering
 Dogwood, Koussa
 Franklinia
 Fringe-Tree or Grancy Graybeard
 Golden-Chain
 Goldenrain Tree
 Holly, American
 Holly, Cassine Or Dahoon
 Holly, Croonenberg
 Holly, Hybrid
 Holly, Myrtle-leaved
 Holly, Nellie R. Stevens
 Holly, Savannah
 Holly, Weeping Yaupon
 Holly, Yaupon
 Hornbeam, American
 Loquat
 Magnolia, Japanese or Saucer

Magnolia, Star
 Magnolia, Sweetbay
 Mimosa or Silk Tree
 Oak, Japanese Evergreen
 Palm, Canary Date
 Palm, Pindo
 Palm, Windmill
 Palmetto
 Palmetto, Cabbage
 Peach
 Peach, Double Flowered
 Pear, Bradford
 Pear, Callery
 Pine, Austrian
 Plum, Pissard
 Plum, Purpleleaf
 Pomegranate
 Redbay Persea
 Redbud, Chinese
 Redbud, Eastern
 Redbud or Judas Tree
 Russian-Olive
 Sassafras, Common
 Serviceberry
 Silverbell, Mountain
 Smoketree
 Sourwood
 Tallowtree, Chinese
 Tungoil Tree
 Willow, Contorted
 Willow, Pussy
 Willow, Weeping
 Witch-Hazel, Chinese

TREES - LARGE GROWING

TYPE OF MATERIAL

Only the following are permitted:

- specimen trees approved for the site by the ACC
- the following indigenous types:

Ash, White	Oak, Laurel or Darlington
Beech	Oak, Live
Beech, American	Oak, Pin
Birch, River	Oak, Sawtooth
Camphortree	Oak, Southern Red
Catalpa, Southern	Oak, Swamp
Cedar, Drodar	Oak, Swamp Chestnut
Cedar, Red	Oak, Water
Cherry, Sargent	Oak, White
Chinafir	Oak, Willow
Cryptomeria, Japanese	Oak, Willow
Cypress, Bald	Pagodatree, Japanese
Cypress, Leyland	Pecan
Elm, American	Persimmon
Elm, Siberian	Pine, Japanese Black
Elm, True Chinese or Lacebark	Pine, Loblolly
Empress-Tree	Pine, Longleaf
Hackberry, Sugar	Pine, Scotch
Hemlock, Canadian	Pine, Slash
Hemlock, Carolina	Pine, Virginia
Honeylocust	Pine, White
Linden, American	Pistacio, Chinese
Linden, Littleleaf	Plane-Tree, London
Locust, Thornless Honey	Planetree
Magnolia, Southern	Poplar, Yellow
Maiden Tree	Redwood, Dawn
Maidenhair Tree	Sweetgum
Maple, Florida or Southern Sugar	Sycamore
Maple, Norway	Tuliptree
Maple, Red	Tupelo, Black
Maple, Silver	Zelkova, Japanese
Oak, Black	

SHRUBS - SMALL GROWING

TYPE OF MATERIAL

Only the following may be used:

- specimen shrubs approved for the site by the ACC
- the following indigenous types:

Abelia, Pink
Abelia, Sherwood Dwarf
Aucuba, Dwarf
Azalea, Glen Dale Hybrid
Azalea, Gumpo
Azalea, Kurume
Azalea, Satsuki Hybrid
Barberry, Crimson Pigmy
Barberry, Red Japanese
Barberry, Warty
Bittersweet, Evergreen
Boxwood, Dwarf
Boxwood, Harland
Boxwood, Japanese
Butcher's Broom
Cinquefoil, Bush
Coralberry,
Cotoneaster, Rockspray
Cypress, Dwarf Hinoki
Daphne, Winter
Deutzia, Slender
Euonymus, Dwarf Japanese
Gardenia, Creeping
Gardenia, Dwarf
Goldflower,
Hawthorn, India
Holly, Carissa
Holly, Dwarf Chinese
Holly, Dwarf Yaupon
Holly, Dwarf-Horned
Holly, Heller Japanese
Holly, Kingsville Green Cushion
Holly, Kingsville Japanese
Holly, Repanden Japanese Holly

Holly, Rotunda
Holly, Stokes Dwarf Yaupon
Holly, Stokes Japanese
Holly-Grape, Oregon
Honeysuckle, Yunnan
Hydrangea, Snowhill
Jasmine, Showy
Jasmine, Winter
Laurel, Alexandrian
Lavender, English
Leucothoe, Coastal
Ligustrum, Curly-leaf
Nandina, Dwarf
Palm, European Fan
Pine, Mugo
Pittosporum, Wheeler Dwarf
Plumbago, Blue Cap
Pomegranate, Dwarf
Raphiolepis, India
Rose, Floribunda
Rosemary,
Sasanqua, Dwarf
Skimmia, Japanese
Skimmia, Reeves,
Spirea, Anthony Waterer
Spirea, Thunberg
St. John's Wort
Tea Olive, Little Leaf
Viburnum, David
Yaupon, Dwarf
Yew, Japanese Plum
Yew, Spreading Plum
Yew, Upright Plum
Yucca, Adam's Needle

MASTER LIST

SHRUBS - MEDIUM GROWING

TYPE OF MATERIAL

Only the following may be used

- specimen shrubs approved for the site by the ACC
- the following indigenous types:

Abelia, Glossy
 Andromeda,
 Mountain
 Andromeda, Japanese
 Aucuba, Japanese
 Azalea, Flame
 Azalea, Florida
 Azalea, Glenn Dale
 Azalea, Kaempferi
 Azalea, Mollis
 Azalea, Piedmont
 Azalea, Southern
 Indian
 Azalea, Sweet
 Bamboo, Chinese
 Barberry, Japanese
 Barberry, Sargent
 Barberry,
 Wintergreen
 Bayberry, Northern
 Blueberry, Rabbiteye
 Bottlebrush, Crimson
 Boxwood, American
 Boxwood, Japanese
 Euonymus,
 Spreading
 Fatsia, Japanese
 Fetterbush,
 Firethorn, Scarlet
 Forsythia, Border
 Gallberry,
 Gardenia,
 Grass, Pampas
 Hawthorne, Yedda

Holly, Dwarf Burford
 Holly, Hetzi Japanese
 Holly, Japanese
 Convexa
 Holly, Littleleaf
 Japanese
 Holly, Roundleaf
 Japanese
 Holly, Variegated
 False
 Holly-grape Chinese
 Holly-grape,
 California
 Holly-grape, Fortunes
 Hydrangea, Bigleaf
 Hydrangea, Oakleaf
 Hydrangea, Pee Gee
 Inkberry,
 Jasmine, Cape
 Jasmine, Flowering
 Juniper, Pfitzer
 Kerria,
 Laurel, Mountain
 Laurel, Narrow-leaved
 English
 Mahonia, Cluster
 Mahonia, Leatherleaf
 Nandina,
 Palm, Chinese
 Palm, Fortunes
 Windmill
 Palm, Sago
 Privet, Variegated

Pyracantha, Low-
 Dense
 Quince, Flowering
 Rhododendron,
 Carolina
 Rhododendron,
 Hybrid
 Rose, Japanese
 Rose, Rugose
 Shrubalthea,
 Spirea, Bridalwreath
 Spirea, Reeves
 Spirea, Thunberg
 Spirea, Vanhoutte
 Sweet Shrub,
 Tea Olive, Delavay
 Tea-Olive, Gulfside
 Viburnum, Japanese
 Viburnum,
 Sandankwa
 Weigela,
 Witch-Hazel, Vernal
 Yew, Japanese
 Yucca, Mound-lilly
 Viburnum, Judd
 Viburnum,
 Laurestinus
 Viburnum,
 Leatherleaf
 Viburnum, Linden
 Viburnum, Sweet
 Waxmyrtle, Southern
 Yew, Southern

MASTER LIST

SHRUBS - LARGE GROWING

TYPE OF MATERIAL

Only the following may be used:

- specimen shrubs approved for the site by the ACC
- the following indigenous types:

Anisetree,	Holly, Brilliant	Photinia, Japanese or
Anisetree, Florida	Holly, Burford	Red-Tip
Anisetree, Japanese	Holly, Burford	Photinia, Chinese
Azalea, Exbury	Holly, Cassine or	Photinia, Fraser
Hybrid	Dahoon	Pittosporum,
Azalea, Indian	Holly, Chinese	Pittosporum, Tobira
Azalea, Pinxterbloom	Holly, Chinese	Podocarpus,
Bamboo, Hedge	Holly, English	Podocarpus,
Bananashrub,	Holly, Foster #2	Broadleaf
Bay, Sweet	Holly, Inkberry	Pomegranate,
Bayonet, Spanish	Holly, Japanese	Common
Beautybush,	Holly, Lusterleaf	Pride of Rochester,
Bottlebrush,	Holly, Myrtle	Privet, Japanese
Boxwood, Tree	Holly, Nellie R.	Privet, Tall Glossy
Broom, Scotch	Stevens	Privet, Vicary Golden
Buckeye, Bottlebrush	Holly, Perny	Saltcedar,
Butterfly Bush	Holly, Yaupon	Spirea, Bridalwreath
Camellia,	Honeysuckle, Winter	Spirea, Vanhoutte
Camellia, Sasanqua	Hydrangea, Oakleaf	Strawberry Bush
Camellia, Vernal	Juniper, Hollywood	Weigela,
Chaste Tree,	Laurel,	Wintersweet,
Cleyera, Japan	Laurestinus,	Tea Olive, Curlyleaf
Cleyera,	Leucothoe, Florida	Tea Olive, Fortune
Crabapple, Sargent	Ligustrum, Japanese	Tea Olive, Fragrant
Dagger, Spanish	Ligustrum, Glossy	Viburnum, Burkwood
Elaeagnus, Thorny	Lilac, Common	Viburnum, Doublefile
Elaeagnus, Fruitland	Lilac, Persian	Viburnum, Judd
Euonymus, Evergreen	Loropetalum,	Viburnum,
Euonymus, Winged	Magnolia, Star	Laurestinus
Feijoa,	Myrtle,	Viburnum,
Firethorn, Formosa	Oleander,	Leatherleaf
Firethorn, Formosa	Osmanthus,	Viburnum, Linden
Firethorn, Laland	Devilwood	Viburnum, Sweet
Forsythia, Border	Osmanthus, Holly	Waxmyrtle, Southern
Fringetree,	Osmathus, Sweet or	Yew, Southern
Grass, Pampas	Tea Olive	
Guava, Pineapple	Pearlbush	

EXHIBIT "A"

Date: _____

Reference: Lot Owner _____

ACC project number: _____

Lot number: _____

Street: _____

1. Approved color: _____

2. Approved tree removal: _____

3. The following plans and specifications are approved subject to the terms and conditions of the Approval Letter and Compliance Agreement of which this Exhibit "A" is a part. The approved plans and specifications are incorporated herein by reference and have been marked with a stamp stating "Approved With Conditions", bearing the signature of the ACC chairman or administrator and the date of this Approval Letter and Compliance Agreement. In the event of any inconsistency between drawings and text contained in the approved plans and specifications, the text shall control.

[Insert description of approved plans and specifications here]

DISTANT ISLAND ARCHITECTURAL CONTROL COMMITTEE

BY: _____
Chairman

DISTANT ISLAND
ARCHITECTURAL CONTROL COMMITTEE

MASTER LISTS

ACC DESIGN STANDARDS

- fenestration: less than ___% of surface area
- panes and mullions: not larger than 3' (horizontal) x 8' (vertical) each with vertical longer than horizontal

WINDOWS (CONTINUED)

GENERAL

- must be installed by an approved contractor
- only colors described on the approved color palette may be used

Before construction may commence, this agreement must be executed by the lot owner and the builder/contractor; the compliance deposit specified below must be made by the builder/contractor; and an ACC Construction Permit must be obtained.

Date: _____

Reference: ACC project number: _____
Lot number: _____
Street: _____

From: Distant Island Architectural Control Committee ("ACC")
Palmetto Plaza - Office "B", 2614 Boundary St., Beaufort, SC 29906

1. To the following parties:

Lot Owner _____

Builder/Contractor (name of firm) _____

2. Type of project: New residence Addition/remodel

Required compliance deposit: \$2500 for new residence, \$500 for addition/remodel
The compliance deposit must be made payable to Distant Island Company, L.P.

3. Description of project:

- | | | |
|--|--|--|
| <input type="checkbox"/> Dock | <input type="checkbox"/> Residence | <input type="checkbox"/> Wall or fence |
| <input type="checkbox"/> Seawall | <input type="checkbox"/> Garage | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Tree removal | <input type="checkbox"/> Walkway or driveway | <input type="checkbox"/> Septic/drainfield |
| <input type="checkbox"/> Other (describe): _____ | <input type="checkbox"/> Fill or grading | |

4. Approval is hereby granted for the construction of the project described above, subject to written acceptance (on the form at the end of this agreement) of the terms and conditions of this agreement by the lot owner and the builder/contractor.

5. (a) The construction shall be in accordance with the final plans and specifications described on the attached Exhibit A and, to the extent such plans and specifications omit details or are silent, with the requirements of the applicable provisions of the ACC Design Standards.

(b) The construction shall be performed solely by the builder/contractor identified above; subcontractors, if any, who are under the direction and control of the builder/contractor; and employees of the builder/contractor and of such subcontractors.

6. (a) No work shall be started until the required compliance deposit has been made by the builder/contractor and an ACC Construction Permit has been issued. THE PENALTY FOR STARTING WORK PRIOR TO PAYMENT OF THE COMPLIANCE DEPOSIT AND ISSUANCE OF THE ACC CONSTRUCTION PERMIT SHALL BE AUTOMATIC REVOCATION OF ACC APPROVAL OF THE PROJECT.

(b) No pouring of slabs or footings, or performing of further work of a permanent nature, shall be started until the builder/contractor has obtained a batter board inspection and approval thereof in writing from the ACC. In the case of a dock or seawall, this inspection shall occur when the location of pilings has been staked, before installation of pilings. THE PENALTY FOR FAILING TO OBTAIN THE BATTER BOARD INSPECTION SHALL BE AUTOMATIC REVOCATION OF ACC APPROVAL OF THE PROJECT AND FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT.

(c) No occupancy of a building or use of any other structure or improvement constituting any portion of the project (including landscaping) shall occur until the lot owner or the builder/contractor has obtained a final inspection and final approval thereof in writing from the ACC. The ACC and Distant Island Company, L.P., their officers, agents, and employees are hereby specifically authorized to enter upon and to inspect the lot, the construction site, and the interior and exterior of all structures at all times until the final inspection and final approval to ensure compliance with the covenants and with this Agreement without any such entry or inspection being deemed a trespass. If landscaping is part of the project and is incomplete at the time of completion of the structures, the final inspection may exclude the landscaping, provided that the landscaping must be completed within 90 days after completion of the structures. In this case, the lot owner or the builder/contractor shall obtain a separate final inspection of the landscaping and approval thereof in writing from the ACC. THE PENALTY FOR FAILURE TO OBTAIN A REQUIRED FINAL INSPECTION AND APPROVAL THEREOF SHALL BE FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT.

(d) No portion of the compliance deposit shall be returned until completion and approval of the final inspection including any required subsequent final inspection of landscaping. If the construction and landscaping have been completed in accordance with the approved plans and specifications and have been judged satisfactory upon final inspection by the ACC as provided herein, the full amount of the compliance deposit will be returned no later than ten (10) days after satisfactory final inspection. If, however, it becomes necessary for the ACC to apply a penalty or take action in accordance with this agreement, then the cost of work done and the penalties will be deducted from the deposit and the balance in the account, if any, will then be returned.

7. The project will be situated upon the lot in strict accordance with the approved site plan described on Exhibit A. THE PENALTY FOR SITING VARIANCES GREATER THAN ONE FOOT SHALL BE FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT.

8. All changes in the approved plans and specifications must be approved by the ACC. THE PENALTY FOR NONCOMPLIANCE SHALL BE FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT OR SUCH PORTION THEREOF AS MAY BE DETERMINED IN THE SOLE AND ABSOLUTE DISCRETION OF THE ACC.

9. This approval expires one (1) year after the date of this agreement as set forth on the first page hereof unless construction has commenced pursuant to a valid ACC Construction Permit and is being diligently pursued. Once commenced, construction must be completed

within twelve (12) months, except that the twelve (12) month period shall be extended for so long as completion is rendered impossible due to strikes, fires, national emergencies or natural calamities. NO PORTION OF THE COMPLIANCE DEPOSIT WILL BE RETURNED FOR FAILURE TO COMMENCE CONSTRUCTION. THE PENALTY FOR FAILURE TO COMPLETE, WITHIN THE REQUIRED COMPLETION PERIOD, CONSTRUCTION WHICH HAS COMMENCED SHALL BE FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT.

10. Any landscape material included in the approved plans and specifications described on the attached Exhibit A shall be in place no later than 90 days after substantial completion of the structures comprising the project. The ACC will be the sole judge of what constitutes substantial completion. THE PENALTY FOR NONCOMPLIANCE SHALL BE \$100.00 PER DAY AFTER 90 DAYS FROM SUBSTANTIAL COMPLETION.

11. In the event construction and landscaping are not completed in accordance with the approved plans, specifications and conditions stated herein, the ACC will give ten (10) days' notice to bring the violation into compliance. After ten (10) days the ACC will withdraw and apply all or such part of the compliance deposit funds as the ACC may, in its sole judgment, deem appropriate to correct the violation, which may include, without being limited to, restoring the site, completing the job, or otherwise curing the violation. The lot owner hereby agrees to allow employees and independent contractors of the ACC and the Company an easement to enter upon the lot to perform the work. The remedy granted in this paragraph is in addition to the application of the compliance deposit in payment of penalties provided elsewhere in this agreement.

12. No work on the project will be allowed other than during normal trade hours, Monday through Friday from 7:00 a.m. to 5:00 p.m., Saturday 9:00 a.m. to 5:00 p.m. No work will be allowed on Sunday or nationally recognized holidays. THE PENALTY FOR WORKING AT TIMES OTHER THAN DURING APPROVED WORKING HOURS SHALL BE \$100.00 PER DAY.

13. No water usage will be permitted until the appropriate tap fees are paid and the meter is installed. Arrangements for payment of tap fees for meter installation shall be made with the City of Beaufort Water Department.

14. The following construction standards shall be adhered to by the lot owner, the builder/contractor, all subcontractors, and all agents of the lot owner and the builder/contractor:

a. Construction workers will not enter or leave Distant Island on foot and must remain on the job site at all times while on Distant Island.

b. Subcontractors and construction workers seeking employment with contractors or subcontractors must apply at the employer's off-island office; applicants are not allowed access to Distant Island for the purpose of seeking employment.

c. Construction workers are not permitted on or in any premises or facility located on Distant Island other than on the job site. A portable toilet is required at the job site during construction. THE PENALTY FOR FAILURE TO PROVIDE A PORTABLE TOILET SHALL BE \$100.00 PER DAY.

d. Construction workers are not permitted to fish from any bluff, shore or dock on Distant Island or from the banks and shores in surrounding waters accessed from Distant Island.

e. The construction site, the causeway, the private streets on Distant Island, and all land on Distant Island must be maintained free of litter, discarded construction debris, tree stumps, tree limbs, underbrush, and all other debris. Metal containers must be provided on the construction site for small debris. A "Dempsey Dumpster" type of large metal container must also be provided on the construction site for large debris. No burning or dumping of debris may occur on the construction site, anywhere on Distant Island, or anywhere else on land owned by or under the control of Distant Island Company, L.P. All materials intended for burning or dumping must be promptly removed from the site and from Distant Island and must be burned or dumped elsewhere. A thorough cleanup of the construction site, the entrance road, the causeway, the streets on Distant Island, and all other areas shall occur before departure from the site on each working day. THE PENALTY FOR NONCOMPLIANCE WITH ANY PROVISION OF THESE REQUIREMENTS SHALL BE \$100.00 PER DAY AFTER NOTIFICATION OF AN INITIAL VIOLATION.

f. The possession and/or consumption of alcohol or drugs on the job site or anywhere on Distant Island is prohibited. Violators will be removed from Distant Island by the builder/contractor and will not thereafter be allowed onto Distant Island.

g. Firearms or other weapons at the site of the work and throughout Distant Island are prohibited. Any such weapons will be immediately confiscated by the builder/contractor and permanently removed from Distant Island.

h. Any nuisance, such as loud radios, use of horns and profanity, is prohibited. THE PENALTY FOR NONCOMPLIANCE SHALL BE \$100.00 PER VIOLATION AFTER NOTIFICATION OF AN INITIAL VIOLATION.

i. Construction trash fires are not allowed. THE PENALTY FOR NONCOMPLIANCE SHALL BE \$500.00 PER VIOLATION.

j. All construction personnel and visitors to the job site are subject to these terms and conditions.

15. The side and rear property line will remain strung at all times throughout construction. No access through adjacent properties will be permitted. No parking, staging or equipment storage will be allowed on adjacent properties. THE PENALTY FOR NONCOMPLIANCE SHALL BE \$100.00 PER DAY.

16. The builder/contractor and lot owner will be responsible for prompt and approved repairs to causeways, rights of way, paving, utility lines, mailboxes, adjacent properties and all other

property damaged as a result of construction activities. Any modifications to existing utility lines and facilities required by the construction must be approved by the ACC and are the responsibility of the builder/contractor and lot owner.

17. Mailboxes, mailbox supports, painting and lettering will be standard throughout Distant Island. Distant Island Company, L.P., will be responsible for mailbox procurement and installation. The lot owner will be charged for, and will promptly pay, the reasonable cost of labor, materials and installation.

18. Drainage swales, culverts and other drainage devices will be installed in accordance with plans to be reviewed and approved by the ACC whenever the construction adversely affects the drainage of the natural watershed or causes excessive runoff to adjacent properties. Any drainage damage done to the lot, roadways and adjacent properties during or as the result of construction of this project will be repaired by the builder/contractor and the lot owner. THE PENALTY FOR NONCOMPLIANCE SHALL BE \$250.00 PLUS THE COST OF REPAIRS.

19. No trees, limbs, shrubs, or naturalized areas may be removed from the lot or adjacent land without written approval from the ACC. All trees, limbs, shrubs, and naturalized areas which are not expressly authorized to be removed pursuant to approved plans will be protected by physical barriers acceptable to the ACC. THE PENALTY FOR UNAUTHORIZED REMOVAL SHALL BE \$1000.00 PER TREE, \$500.00 PER TREE LIMB, 100.00 PER SHRUB, AND \$100.00 PER 100 SQUARE FEET OF NATURALIZED AREA PLUS IMPLEMENTATION OF A TREE AND VEGETATION RESTORATION PLAN ACCEPTABLE TO THE ACC. IN ADDITION THERE SHALL BE FORFEITURE OF THE TOTAL COMPLIANCE DEPOSIT IF A TREE AND VEGETATION RESTORATION PLAN ACCEPTABLE TO THE ACC HAS NOT BEEN IMPLEMENTED WITHIN TWENTY (20) WORKING DAYS AFTER WRITTEN NOTIFICATION OF THE VIOLATION. THESE REMEDIES ARE SPECIFICALLY IN ADDITION TO ALL REMEDIES FOR UNAUTHORIZED REMOVAL OF TREES SET FORTH IN THE DECLARATION OF COVENANTS.

20. It is understood and agreed that the ACC's purpose in approving the plans and specifications and conducting the inspections is to assure compliance with the ACC Design Standards, not to protect the lot owner or builder/contractor against harm, damage, liability, obligation to comply with governmental requirements, or any other consequences. Without limiting the generality of the foregoing, it is understood and agreed that the ACC specifically does not assume responsibility for structural design, adequacy, capacity or safety of approved structures or improvements; soil erosion, non-compactible soils or unstable soil conditions; compliance with governmental building codes, zoning codes, safety requirements, or any other governmental laws, ordinances or regulations; or performance or quality of work of any consultant, builder, contractor, subcontractor, or employee or agent of any of them.

21. It is understood that the ACC is not obligated in any way, but has the right, to take any of the remedial actions and to apply any of the penalties provided for in this agreement. Distant Island Company, L.P. (herein sometimes called the "Company") is hereby made a third party beneficiary of this agreement. The Company is hereby designated to receive, administer and

apply the compliance deposit, and to enforce this agreement, on behalf of and for the benefit of the ACC and the Company. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED (A) TO RELIEVE THE LOT OWNER OR ANY PERSON ACTING FOR OR ON BEHALF OF THE LOT OWNER OF ANY OBLIGATION PURSUANT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF DISTANT ISLAND COMPANY, DATED MARCH 15, 1976, OR ANY APPLICABLE SUPPLEMENTAL DECLARATION; OR (B) TO LIMIT THE ACC OR THE COMPANY FROM PURSUING ANY OTHER REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY UNDER THIS AGREEMENT, THE AFORESAID DECLARATION, ANY APPLICABLE SUPPLEMENTAL DECLARATION, OR OTHERWISE.

22. This agreement may not be changed orally but only by agreement in writing. This agreement will become, upon signing, a legally binding contract among the owner, the builder/contractor, Distant Island Architectural Control Committee, and Distant Island Company, L.P., their respective heirs, successors and permitted assigns. Neither the owner nor the builder/contractor may assign its rights or obligations under this agreement without the prior written consent of the ACC. This agreement shall be construed under the laws of South Carolina.

23. The parties hereby accept and agree to be bound by the terms and conditions of this agreement.

DISTANT ISLAND ARCHITECTURAL CONTROL COMMITTEE

BY:

Chairman

LOT OWNER: _____

LOT OWNER: _____

BUILDER/CONTRACTOR:

Name of firm: _____

By: _____

Title: _____

DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF
DISTANT ISLAND COMPANY

Dated as of March 15, 1976.

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DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF DISTANT ISLAND COMPANY

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (hereinafter referred to as the "Declaration") is made as of this 15th day of MARCH, 1976, by DISTANT ISLAND COMPANY, a South Carolina limited partnership (hereinafter referred to as "Declarant"), acting by FLORA G. TRASK, GEORGE G. TRASK and JOHN M. TRASK, JR., being a majority of its general partners.

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 those certain pieces, parcels or lots of land lying and being on Distant Island, Lady's Island Township, Beaufort County, South Carolina, designated Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 as shown on that certain plat of Distant Island, Lady's Island Township, Phase I, Sheet 1, dated October 14, 1975, prepared by R. D. Trogdon, Jr., Registered Land Surveyor. Said plat is recorded in Plat Book 24 at Page 130, in the office of the Clerk of Court for Beaufort County, South Carolina. Reference is made to said plat for a more complete description of said lots.

Also, Lots 21, 22, 23, 24, 25, 26, 27 and 28 as shown on that certain plat of Distant Island, Phase I, Sheet 2, dated October 16, 1975, prepared by R. D. Trogdon, Jr., Registered Land Surveyor. Said plat is recorded in Plat Book 24 at Page 131 in the Office of the Clerk of Court for Beaufort County, South Carolina. Reference is made to said plat for a more complete description of said lots.

WHEREAS, Declarant intends to develop on lands including the real property described above a residential community to be known as Distant Island; 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 XI 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).

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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.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- 1.01 ACC. "ACC" means the Architectural Control Committee.
- 1.02 Architectural Control Committee. "Architectural Control Committee" means the committee created pursuant to Section 5.01.
- 1.03 Association. "Association" means Distant Island Community Association, Inc. (a non-profit corporation organized under the laws of the State of South Carolina), its successors and assigns.
- 1.04 Board. "Board" means the Board of Directors of the Association.
- 1.05 By-Laws. "By-Laws" means the By-Laws of the Association.
- 1.06 Common Property. "Common Property" means the real and personal property or property interests which the Association acquires and holds, in fee simple or as lessee or otherwise, for the common use and enjoyment of the Owners.
- 1.07 Design Standards. "Design Standards" means the rules, regulations and guidelines of the ACC promulgated pursuant to Section 5.05.
- 1.08 Declarant. "Declarant" means Distant Island Company, a South Carolina limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- 1.09 Lot. "Lot" means each separate parcel of land (including each separate condominium unit) shown or designated upon a plat 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 as may be appropriate for filing plats of record at the time of filing, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot.
- 1.10 Member. "Member" means any member of the Association.
- 1.11 Membership. "Membership" means the collective total of all Members of all classes of the Association.
- 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

EXHIBIT Y

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 XI 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.

ARTICLE II

COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant shall have the right (but not the obligation) from time to time to convey to the Association, at no expense to the Association, real and personal property or property interests for the common use and enjoyment of the Owners (such real and personal property or property interests are hereinafter collectively referred to as "Common Property"). The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property. Such Common Property may include one or more sites for a boat landing or dock; areas for outdoor recreation and scenic and natural preservation; vehicular and pedestrian roadways, causeways and paths; canals, ponds, drainage ditches; and property for such other purposes as the Declarant may, at Declarant's sole discretion, determine to be necessary, proper or desirable for the completion of the development of Distant Island.

(b) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion

of the Property owned by the Declarant and contemplated or designated as Common Property or contemplated or designated for public use shall be reserved solely to the Declarant until such time as the same shall be specifically conveyed by written instrument to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Subject to Section 2.03, every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to suspension by the Association as provided in Sections 2.03(g) and 3.05.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate and enforce rules and regulations relating to the use, operation and maintenance of the Common Property;

(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;

(f) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(g) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(h) enter into valid agreements of the Association with third parties relating to the Common Property or any part thereof.

2.04 Types of Common Property. At the time of the conveyance of any real property by the Declarant to the Association to be used as Common Property, the Declarant may designate in the deed of conveyance that such real property is to be Common Property, and further may designate in the deed of conveyance or by reference to a separate declaration of covenants, restrictions or easements or to a similar separate instrument (i) the specific or general purpose or purposes for which such real property or any portion thereof may be used, and (ii) any additional covenants, restrictions or easements to which such real property shall be subject.

2.05 Delegation of Use. Any Owner may delegate to the members of his immediate family who reside in the same household with the Owner, or to his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

2.06 Obligation to Maintain. To the extent funds either are available from the assessments described in Article IV, or can be made available through the imposition and collection of such assessments, the Association shall be obligated to maintain the Common Property in good order and repair at all times.

ARTICLE III

DISTANT ISLAND COMMUNITY ASSOCIATION, INC.

3.01 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the Distant Island community. The Association shall have 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 Distant Island 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 non-profit 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, 2025.

(c) It is contemplated by the Declarant that the Distant Island 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 XI 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 no Class B Membership immediately before such annexation due to the operation of Section 3.03(b)(i), the Class B Membership shall nevertheless be automatically reactivated upon such annexation if the total number of Lots owned by Declarant immediately after such annexation equals or exceeds 25% of the total number of Lots then in the Property. Nothing contained herein shall obligate the Declarant to develop any such additional real property or to cause such additional real property to become subject to this Declaration.

3.04 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the By-Laws of the Association.

3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the Right of Abatement, as defined in Section 9.02, by reason of having failed to take reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards within thirty (30) days after the mailing of notice of the same pursuant to the provisions of this Declaration;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions

of Article IV hereof; or

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(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.05, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.06 Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.07 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the laws of the State 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;

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed;

(f) that all assessments (together with interest thereon as provided in Section 4.08 of this Declaration and

costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the Distant Island community, including, but not limited to, the acquisition, construction, improvement, repair, maintenance, security, management and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards, the payment of operating costs and expenses of the Association, the payment of taxes imposed on the Association and on its properties, and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the assessments in any succeeding year; but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Annual Assessment.

(a) All Lots shall become subject to annual general purpose assessments as provided for in this Article IV on the date that Common Property is first conveyed to the Association, but not before such date. Such date is herein referred to as the "Commencement Date".

(b) Beginning on the Commencement Date and continuing thereafter until January 1 of the year immediately following the Commencement Date, each Lot shall be subject to a maximum annual assessment of Two Hundred Dollars (\$200.00) 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 \$200.00.

(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 \$200.00 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 assessments as so increased to reflect a cost of living increase shall be calculated by multiplying the maximum annual assessment then established pursuant to the provisions of paragraphs (c) and (d) of this Section 4.04 by a fraction, the numerator of which shall be no higher than the point at which such Index stands on the date of such increase and the denominator of which shall be the point at which such Index stood on the date of this Declaration.

(ii) Any such cost of living increase in the maximum annual assessment shall remain in effect, and shall not be deemed to limit the authority of the Board or the Membership as the case might be, thereafter to make further increases in such maximum annual assessment as authorized by the provisions of paragraphs (c), (d) and (e) of this Section 4.04.

(iii) If the Index shall be discontinued or if the basis on which it is calculated shall be revised, the Board shall make an appropriate conversion on the basis of conversion or adjustment factors published by the U. S. Bureau of Labor Statistics; if such factors are not so obtainable, the Association Board shall request the U. S. Bureau of Labor Statistics to provide when needed an appropriate conversion or adjustment factor which shall be applicable thereafter; if the U. S. Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment factor, then the Board shall make an appropriate conversion on the basis of conversion or adjustment factors published by Prentice-Hall, Inc. or any other nationally recognized publisher of similar statistical information, and if no such conversion or adjustment factors are so published, then the Board shall be authorized to apply the provisions of this subsection (e) of this Section 4.04 by using

in place of the Index such other index as in the judgment of the Board shall reflect a broad range of economic factors comparable in general nature to those represented in the Index.

4.05 Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by this Article IV, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special assessments shall have been approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

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 per cent (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

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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 full any portion of an assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.09 Certificate of Payment. Upon written request by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.10 Exempt Property. Anything in this Declaration to the contrary notwithstanding, all properties dedicated to, and accepted by, any city, county, state or other governmental unit, agency or authority, and all properties owned by a charitable or nonprofit organization exempt from income taxation by the laws of the United States of America, shall be exempt from the assessments created herein, except that no land or improvements devoted to dwelling use shall be exempt from the assessments.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

5.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. All members of the ACC shall be appointed by Declarant until December 31, 2025, or until Declarant shall notify the Board in writing that Declarant intends to cease appointing the members, whichever event first occurs, and thereafter all members of the ACC shall be appointed by the Board. All costs of operating the ACC shall be borne by Declarant while 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 ACC shall be appointed for a term expiring on December 31, 1976. Thereafter each member of the ACC 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 ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of ACC 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 ACC pursuant to subsection (a) above. Any ACC member may resign at any time by giving written notice of such resignation to the chairman of the ACC and such resignation shall take effect on receipt thereof by the chairman of the ACC. Any member of the ACC may be removed at any time with or without cause by the party entitled to appoint the members of the ACC pursuant to subsection (a) above.

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure shall be submitted to the ACC 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 Distant Island 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 ACC 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 ACC shall appoint a chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC 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 ACC.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold such regular and special meetings as may be established by the ACC. Meetings may be called by the chairman and shall be called by the chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain minutes for each of its meetings. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed with the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC may adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, 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 be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC 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 ACC. 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 ACC, 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 ACC with respect to such matter shall be final and binding.

5.05 Design Standards.

(a) The ACC 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 ACC 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 ACC or are required pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality with the standards of the Distant Island project.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective

Members of the Association and to all applicants seeking the ACC's approval.

5.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot or on any body of water, shore or marshland contiguous or adjacent to such Lot nor shall any existing Structure upon any Lot or any body of water, shore or marshland contiguous or adjacent to such Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless the preliminary and the final plans and specifications therefor shall have first been submitted to and approved in writing by the ACC in advance. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC, including, without being limited to:

- (a) preliminary sketches and concepts;
- (b) a site plan showing the location of all proposed and existing Structures including building set-backs, open space, driveways, walkways and parking spaces including the number thereof;
- (c) a foundation plan;
- (d) a floor plan;
- (e) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (f) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;
- (g) plans for landscaping, grading, drainage and sanitary sewage disposal;
- (h) the location of all existing trees having a diameter of 5" for large-growing trees and 2-1/2" for small-growing trees as such size trees are defined in the Design Standards (measured at a point two (2) feet above ground level) and identification of all trees (if any) the Owner proposes to remove; 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 ACC 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. 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 ACC as hereinabove set forth.

5.08 Approval of Plans and Specifications. Upon approval by the ACC 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 ACC 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 ACC'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 ACC 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;
- (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Distant Island project; or (ii) as to location to be incompatible with topography, existing trees, prevailing breezes, views, finished ground elevation, surrounding Lots, existing Structures, and adjacent shores, marshes, and bodies of water.

In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.10 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Upon receipt of the approval, the Owner shall, as soon as practicable, satisfy all

conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans. If the Owner shall fail, within one (1) year after the date of such approval, to satisfy the conditions and commence the work, the approval shall be deemed revoked unless time for such commencement is extended in writing by the ACC pursuant to the written request of the Owner upon a finding by the ACC that there has been no change in the circumstances upon which the original approval was granted. In any event, the Owner shall complete all site development work and the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any Structure within one (1) year after commencing construction thereof, except that the one-year period shall be extended for so long as completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete all site development work and such construction within the one-year period, the ACC shall notify the Association of such failure. If the Board shall agree with the determination of the ACC with respect to the failure, then the Board shall provide written notice to the Owner by certified mail. If the Owner shall 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 9.02.

5.11 Inspection Rights. Any employee or agent of the Declarant, the Association or the ACC 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 ACC, 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.

5.12 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 ACC 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 ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 9.02 hereof.

5.13 Certificate of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans

and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof, issue a certificate of compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the safety, quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.14 Fees. The ACC may impose and collect reasonable and appropriate fees to cover (i) the cost of examination of any plans and specifications submitted for approval pursuant to this Declaration, (ii) the cost of inspections performed pursuant to Section 5.11, (iii) the cost of certificates issued pursuant to Section 5.13, and (iv) payments to members of the ACC pursuant to Section 5.03. The fees shall be made payable to the entity responsible for bearing the cost of operating the ACC pursuant to Section 5.01(a). The fees shall be established from time to time by the ACC and published in the Design Standards.

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. Nothing contained in this Declaration shall be construed to prohibit a dwelling such as a row house, condominium unit or patio house from being attached or semi-attached on a Lot to a similar type dwelling on an adjacent Lot, provided such dwellings meet all the requirements of this

6.03 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 1,600 square feet if the dwelling is a one-story dwelling and 2,100 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 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.

6.04 Maximum Height. No main dwelling shall be erected, altered, placed or permitted to remain on a Lot in excess of 40 feet in height.

6.05 Service Facilities. Each main dwelling or accessory building shall include a fenced service yard enclosing from view all containers for garbage, trash and other refuse, clothes lines and all other maintenance and service facilities on the Lot. No incinerators for garbage, trash or other refuse shall be placed, used or permitted to remain on any Lot, and the maintenance of accumulated waste plant materials is prohibited except as part of an established compost pile fenced or screened from view.

6.06 Utility Facilities. No air conditioning compressors, window air conditioning units, solar heating devices or other heating and cooling equipment, fuel tanks, electrical transformers and meters, gas valves, telephone junction boxes or other utility equipment, devices or facilities shall be erected, altered, placed or permitted to remain on any Lot except on the interior of the main dwelling or accessory building, or behind a fence or shrubbery screening sufficiently tall and full to hide all such devices and facilities from view.

6.07 Pipes, Wires and Antennas. All water and sewer pipes, electrical service, cable television and telephone wires and other wires and pipes shall be placed underground, and no pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation, or for any other purpose, shall be erected, placed, maintained or permitted to remain on any Lot.

6.08 Water. No water well or other independent water supply works or facilities shall be constructed, maintained or permitted to remain on any Lot as long as there is available to such Lot, or will be made available within 90 days after the date of completion of construction of the main dwelling on the Lot, a source of water supply through one or more water distribution systems owned, operated or maintained by the Declarant, the Association, a public or private water utility company, or any governmental entity or agency.

6.09 Sewer. Prior to the occupancy of any dwelling on a Lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or tanks constructed on the Lot or by means of connection to any off-site sewage disposal system available to the Lot. No septic tank or tanks or other independent sewage disposal works or facilities shall

be constructed, placed, altered or permitted to remain on any Lot as long as there is available to such Lot, or will be made available within 90 days after 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 ACC.

6.12 Landscaping. No construction or alteration of any Structure shall take place on any Lot without 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 therefor.

6.13 Trees. No tree having a diameter of 5" for large-growing trees and 2-1/2" for small-growing trees as such size trees are defined in the Design Standards (measured from a point two feet above ground level) shall be destroyed or removed from any Lot without the prior written consent of the ACC. In the event of a violation of this Section 6.13, the Owner shall cause the destroyed or removed tree to be promptly replaced with another tree. The replaced tree shall be planted at the same location and shall be of the same type and size as the destroyed or removed tree, unless the ACC shall grant the Owner written approval to replace with a tree of a different type or size or at a different location. In the event the Owner shall fail to replace the tree as required by this Section 6.13 within 30 days after the mailing of written notice from the ACC by certified mail, then the Association shall have the Right of Abatement as provided in Section 9.02.

6.14 Exterior Lighting. No exterior lighting shall be installed, maintained or permitted to remain on any Lot, the light source of which is visible from any street or neighboring property.

6.15 Signs. No sign shall be installed, altered, maintained or permitted to remain on any Lot, except:

- (i) Not more than one professionally-lettered "For Sale" or "For Rent" sign having a maximum face

area of four square feet;

(ii) During approved construction of the main dwelling only, not more than one professionally-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 ACC 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 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, 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 twenty (20) 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 ACC of plans and specifications for such Structure in accordance with Article V and without the prior written approval of Declarant under its powers with respect to Easement Areas pursuant to Section 7.01(b) hereof;

(iv) no object or device shall be used as a fender on any dock, bulkhead, post, piling, float or other marine Structure except commercially available fenders specifically designed and manufactured for the purpose of acting as protection for boats;

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(v) no refuse of any kind shall be placed into, or disposed of from any Lot into, the adjacent shores, waters or marshes;

6.19 Resubdividing. No Lot may be split, divided or subdivided or have its boundaries changed; except that the Declarant hereby expressly reserves unto itself the right to split, divide or subdivide, or change the boundary lines of, any one or more Lots owned by the Declarant in order to create a modified Lot or Lots or to create Common Property.

6.20 Maintenance. Each Owner shall keep and maintain each Lot and the exterior of all Structures, as well as all landscaping located on each Lot, in good condition and repair, including, but not limited to, (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning, trimming and care of all trees, hedges, shrubs and planted areas so that the same are esthetically in harmony with the standards of the Distant Island community and are not obstructive of vehicle or pedestrian traffic. If, in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy the condition. If the Owner shall fail to take reasonable steps to remedy the condition within 30 days after the mailing of the written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 9.02.

6.21 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.

6.22 Recreational Vehicles. No recreational trailer, trailer house, 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 other location reasonably convenient to the Lot or to Distant Island 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.

6.23 Temporary Buildings. No housetrailer, mobile home, tent or other Structure of a temporary or transient character

shall be kept, placed, maintained or permitted to remain on any Lot except 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 ACC. No such shelter shall at any time be used as a residence or be permitted to remain on the Lot after completion of construction.

6.24 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.

6.25 Solid Waste. No person shall dump rubbish, garbage or any other form of solid waste on any Lot or on Common Property. No person shall burn rubbish, garbage or any other form of solid waste on any Lot or on Common Property. If rubbish, garbage or any other form of solid waste is to be disposed of by being collected and removed from the Lot on a regular and recurring basis, the Owner shall provide access to the persons making such pickup only in accordance with the rules and regulations of the Association.

6.26 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots or in their enjoyment of Common Property. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of private property, shall be placed, used, or permitted to remain, on any Lot.

6.27 Pets and Wildlife. No animals, including birds, insects and reptiles, shall be placed, kept, maintained or allowed to remain on any Lot except as household pets and not for commercial or show purposes. No such pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No Structure for the care, housing or confinement of any pet shall be maintained so as to be visible from any street or neighboring property. Upon the request of any Owner, the Board shall determine in its sole discretion whether for the purposes of this Section a particular animal shall be considered to be a household pet or a nuisance and whether the number of animals on any Lot is reasonable. No wildlife shall be trapped, captured, confined, or killed on any Lot or on any Common Property except in connection with a wildlife population control program having the prior written approval of the Board.

6.28 Firearms and Fires. No firearm or other weapon (including but not limited to air guns and bow and arrow) and no fireworks shall be discharged on any Lot or Common Property; provided, however, that this Section shall not prohibit the Association from instituting wildlife population control 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

6.29 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 do so so;

(iv) fire and pest control and eradication purposes, including the right to cut firebreaks and dispense pesticides and to take other action deemed necessary or desirable by Declarant to control and eradicate fires, insects, pests and vermin; and

(v) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature;

provided, however, that nothing contained in this Section 7.01 or in any other provision of this Declaration shall obligate Declarant, its successors or assigns, to engage in any of the above-described activities in any Easement Area.

(b) Subject to all other covenants and restrictions contained in this Declaration, each Owner and the Association, as the case may be, shall have the right to use each Easement Area in any manner not inconsistent with the purposes for which such Easement Area is reserved; provided, however, that in the case of each twenty-foot (20') Easement Area (as defined in Section 7.02(b) below) no tree shall be removed or destroyed therefrom or thereon and no structure may be commenced, erected, placed, moved onto, attached to, or permitted to remain on or attached to any such twenty-foot Easement Area or any shores, waters or marshes adjacent thereto without the prior written consent of the Declarant, in addition to the consent of the ACC in accordance with Article V. Because of the sensitive ecology in such twenty-foot Easement Areas and the adjacent shores, waters and marshes, and because of the risks of erosion and destruction

of the natural setting, Declarant reserves the right, in its sole and exclusive discretion, to determine whether or not to grant its consent. Each Owner shall maintain in good condition 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; 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 ACC (other than a Structure constructed pursuant to Section 7.01); and, provided, further, that nothing contained herein shall prevent Declarant and the ACC 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 repair following the completion of any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.01; provided however, that nothing contained herein shall be construed to prevent Declarant, its employees, agents, successors and assigns from cutting any trees, bushes or shrubbery, taking any grains of soil, or taking any other similar action reasonably necessary to provide economical and safe utility installation and erosion and insect control and to maintain reasonable standards of health, safety and appearance, without being liable for monetary damages by virtue thereof.

7.04 Access to Property.

(a) Declarant hereby grants to each Owner of a Lot, his guests, agents, and invitees, a non-exclusive right of reasonable access to the Lot over the streets, roads and causeways of Declarant. Such right of access shall be subject to such reasonable limitations

(including by way of example and not limitation a security gate or other restriction to prevent unauthorized access) as may be imposed by Declarant. Such right of access over the roads and causeways of Declarant shall terminate upon the provision of reasonable access to the Lot over any streets, roads or causeways constituting Common Property or over any public streets, roads or causeways.

(b) Declarant hereby reserves to Declarant, its successors and assigns forever, a perpetual easement of access and use in, on and over all streets, roads and causeways which might constitute any portion of the Common Property.

ARTICLE VIII

PARTY WALLS

8.01 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Structure and placed on the dividing line between Lots under different ownership shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

8.03 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

8.04 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes an interior party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.05 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE IX

ENFORCEMENT

9.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable, jointly or severally, by (i) the

Declarant so long as it is an Owner, except that the rights and easements reserved to Declarant, its successors and assigns under Article VII shall survive in perpetuity, whether or not Declarant is an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

9.02 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 9.04 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.

9.03 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 recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and, therefore, any beneficiary hereof shall be entitled to relief by way of injunction

or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

9.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose, in accordance with the laws of the State of South Carolina, any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

9.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors or assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE X

DURATION AND AMENDMENT

10.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Court of Common Pleas and General Sessions, Beaufort County, South Carolina, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that during the said twenty (20) year period or during any ten (10) year renewal period this Declaration and the Restrictions contained herein may be terminated by an instrument 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 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.

10.02 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 XI

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, 2025. 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 filing in the Office of the Clerk of Court of Common Pleas and General Sessions, Beaufort County, South Carolina, or in such other place of filing as may be appropriate at the time of filing, a supplemental declaration describing the real property to be annexed to the Property and by including in such supplemental declaration a statement that expressly sets forth the owner's intention to make such additional real property subject to the provisions of this Declaration. Any such supplemental declaration may contain such complementary additions and modifications to the Restrictions contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of the additional property, and as are not inconsistent with the scheme of this Declaration, provided, however, that no such supplemental declaration shall exempt the additional real property from the assessments imposed pursuant to Article IV hereof. In no event shall any such supplemental declaration revoke, modify or add to the Restrictions established by this Declaration with respect to the properties initially subject to this Declaration. No real property may be annexed to the Property other than that described on the attached Exhibit A, and no portion of the real property described on the attached Exhibit A may be annexed to the Property after December 31, 2025, unless such annexation is approved by a two-thirds (2/3) vote of the 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.

ARTICLE XII

MISCELLANEOUS

12.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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12.02 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.

12.03 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.

12.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.05 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 ACC, 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: Distant Island Company
P. O. Box 1046
Beaufort, South Carolina 29902
- (b) Owners: Each Owner's address as registered
with the Association in accordance
with the By-Laws.
- (c) Association: Distant Island Community
Association, Inc.
P. O. Box 1046
Beaufort, South Carolina 29902
- (d) ACC: Architectural Control Committee
c/o Distant Island Community
Association, Inc.
P. O. Box 1046
Beaufort, South Carolina 29902

or at such other address as may be given by a party by notice as provided herein. Any written communication transmitted in accordance with this Section 12.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail in accordance with this Section.

12.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that the Association and each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against one another. However, in the event that this Declaration or any provision hereof is, for any reason whatsoever, unenforceable by the Association or an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, and the Association acknowledge that Declarant shall have no such liability.

12.07 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited

by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

12.08 Mandatory Building Requirement. Each Owner, by his acceptance of a deed or other conveyance for his Lot, hereby represents, warrants, covenants and agrees, for himself, his heirs, legal representatives, successors, successors-in-title and assigns, to commence construction of a main dwelling on the Lot not later than three (3) years from the date such Lot is originally conveyed by Declarant (or by the original owner thereof if Declarant is not the initial grantor) to the first grantee. For purposes of this provision, construction shall not be considered as having commenced unless, within such three (3) year period, the foundation structural system for such dwelling shall have been completed and the exterior framing shall have been commenced. All such construction shall be subject to the provisions of this Declaration and no such construction shall be commenced until the plans and specifications therefor have been approved as provided in said Article V hereof. In the event the Owner (which for the purposes of this provision shall mean and include the Owner originally purchasing the Lot and his successors-in-title to such Lot) shall fail or refuse for any reason to commence construction of a main dwelling on his Lot within said three (3) year period, then the Declarant for a period of one-hundred-twenty (120) days next following the end of said three (3) year period shall have the option to purchase such Lot from the then Owner. Such option may be exercised, prior to the end of such 120 days option period, by giving written notice to the then Owner of record of such Lot, with such notice to be delivered in person or deposited in the U. S. Mail, postage prepaid, addressed to the last known address of such Owner of record. The purchase price of such Lot shall be one hundred ten per cent (110%) of the price at which such Lot was initially purchased by the first grantee, and the terms of such purchase shall be all cash. In the event the Declarant shall exercise such option, the Owner shall be required to eliminate all mortgages, liens and other encumbrances outstanding against such Lot unless the Declarant shall assume and agree to pay the mortgages and accept the Lot subject to such liens and encumbrances, in which latter event the Declarant shall receive a credit toward the purchase price for the outstanding amount of any mortgage(s) so assumed. If the Declarant exercises such option within said one-hundred-twenty (120) day period, the transaction shall be closed within forty-five (45) days after the date of such exercise at such time and place, and on such date, specified by Declarant.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

DISTANT ISLAND COMPANY,
a South Carolina limited partnership

Signed, sealed and delivered
in the presence of:

Maria Frank
Unofficial Witness

CP-12 CC
Notary Public

BY: Flora G. Trask (SEAL)
FLORA G. TRASK, General Partner

BY: George G. Trask (SEAL)
GEORGE G. TRASK, General Partner

BY: John M. Trask Jr. (SEAL)
JOHN M. TRASK, JR., General Partner

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration of Covenants, Restrictions and Easements.

IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Declaration to be executed and sealed this 9th day of April, 1976.

Distant Island Community Association, Inc.

Signed, sealed and delivered in the presence of:

Marcia Franks
Unofficial Witness

L.P.H.C.
Notary Public

Hora G. Trask (SEAL)
President

George J. Trask (SEAL)
Secretary
[Affix Corporate Seal]

EXHIBIT A
TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
DISTANT ISLAND COMPANY, A SOUTH
CAROLINA LIMITED PARTNERSHIP

All that certain piece, parcel or tract of land with all improvements thereon, situate, lying and being in Lady's Island Township, Beaufort County, South Carolina, known as "Distant Island," containing one hundred eighty (180) acres, more or less, as will more fully appear by reference to a plat by A. L. Gage, Surveyor, dated November 3, 1933.

The property described above composes the entire "Distant Island," and is composed of property previously conveyed by Flora G. Trask to Distant Island Company, a South Carolina limited partnership, by Deed dated October 6, 1975, recorded in Deed Book 232 at Page 159, plus property previously conveyed by Flora G. Trask to George Graham Trask by Deed dated February 2, 1962, recorded in Deed Book 110, at Page 104, in the Office of the Clerk of Court for Beaufort County, South Carolina.

Also, any and all privately-owned causeways and roadways leading and providing access to the aforesaid "Distant Island."

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in the State of South Carolina, Marcia Franks, who, after first being sworn, states on oath that the undersigned saw Flora G. Trask, John M. Trask, Jr. and George G. Trask, as general partners, sign, seal and deliver the foregoing Declaration on behalf of Distant Island Company, a South Carolina limited partnership, for the uses and purposes therein set forth, and that the undersigned, with William P. Hendricks, and in the presence of each other, witnessed the due execution thereof.

Marcia Franks

Sworn to before me this 15th day of March, 1976.

L. P. Hendricks

Notary Public for South Carolina
My Commission Expires 9/8/77

(Affix Seal)

STATE OF SOUTH CAROLINA

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COUNTY OF BEAUFORT

Personally appeared before the undersigned attesting officer,
 duly authorized to administer oaths in the State of South Carolina,
Marcia Franks, who, after first being sworn,
 states on oath that the undersigned saw FLORA G. TRASK,
 President, and GEORGE G. TRASK, Secretary, of Distant
 Island Community Association, Inc. sign seal and deliver the
 foregoing agreement on behalf of the Association, for the uses
 and purposes therein set forth, and that the undersigned, with
William P. Hendricks, and in the presence of each other,
 witnessed the due execution thereof.

Marcia Franks

Sworn to before me this 9th day of April, 1976.

W. P. Hendricks

Notary Public for South Carolina
 My Commission Expires 9/8/77

(Affix Seal)

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
<u>12:30</u>		<u>236</u>
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<u>P. M.</u>		<u>27</u>
<u>Dep. Anita S. Nettles</u> CLERK OF COURT OF COMMON PLEAS		

EXHIBIT Z

EXHIBIT Z

PARKING AND LOADING REQUIREMENTS

<u>Off-Street Parking:</u>	Land Use:	Spaces:
	<u>Residential</u>	
	Single Family	One (1) per dwelling
	Multi-family	One (1) per unit
	Motel, Inn	One (1) per accommodation
	<u>Institutional</u>	
	Buildings	One (1) per 300 square feet
	<u>Office/Commercial</u>	
	Offices	One (1) per 300 square feet
	Retail	One (1) per 300 square feet
	Other	One (1) per 300 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. Compact spaces of 7.5' x 16' may also be allowed. 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 Developer or the ACC. A scaled drawing or layout of all required parking areas will be part of the submittal package required by the Developer or 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 twenty 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 Developer or the ACC.

Screening. All parking lots and vehicular use areas, and loading areas may be screened from all abutting properties at the discretion of the Developer or the ACC.

Interior Landscaping. Interior areas of parking lots may contain planter islands located so as to best relieve the expanse of paving. A maximum of 20 parking spaces in a row will be permitted without a planter island; however, this may be modified by the Developer or 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 Developer or the ACC.

Existing Plant Material. The natural landscape may be preserved at the discretion of the Developer or the ACC.

Loading Requirements:

The Developer or the ACC shall determine the necessity, if any, and number of loading spaces.

If the Developer or 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 Developer or 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.