

**CITY OF BEAUFORT  
PLANNING COMMISSION**

**AGENDA**

1911 Boundary Street, Beaufort, SC 29902  
Phone: 843-525-7011 ~ Fax: 843-986-5606

**Monday, February 26, 2024, 5:00 P.M.**

City Hall, Council Chambers, 2<sup>nd</sup> Floor – 1911 Boundary Street, Beaufort, SC

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81975032356?pwd=Y2l0bHo1cElhOEZsSGs2dEN5dzU0QT09>

Password: 134658      Meeting ID: 819 7503 2356      Call in Phone #: 1+929 205 6099

**STATEMENT OF MEDIA NOTIFICATION:** "In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media were duly notified of the time, date, place and agenda of this meeting."

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I.      **Call to Order**

II.     **Pledge of Allegiance**

III.    **Election of Officers**

IV.    **Review Commission Meeting Minutes:**

A.      **None.**

V.     **Questions Relating to Military Operations**

VI.    **New Business:**

A.      **144 Secession Drive – Secession Housekeeping/Maintenance Building.**

The applicant, David Murray, Tidemarsh, LLC, is requesting conceptual approval for new construction of Secession Housekeeping/Maintenance Building at 144 Secession Drive. The property is further identified as

B.      **442 Robert Smalls Parkway – Gray Trac A – Sketch Plan.**

The applicant, Robert Morgan, 4000 Margaret, LLC, is requesting sketch plan approval for the major subdivision at 442 Robert Smalls Parkway. The subject property is further identified as R120 028 000 1241 0000.

C.      **361 Robert Smalls Parkway – ALDI at Beaufort Station.**

The applicant, Vanessa Banks, APD Engineering & Architecture, PLLC, is requesting approval for a new Aldi Grocery store on an outparcel facing Robert Smalls Parkway in the Beaufort Station shopping center. The property is further identified as R120 028 000 0138 0000.

**D. Marshview Estates Harding Street – Zoning Request.**

The applicant, Josh Tiller, Tiller & Associates, is requesting zoning approval of a parcel, approximately 2.7 acres located south of Harding Street, east of Taft Street and west of Adam Court, from C3NMU, Neighborhood Mixed-Use, Residential District, (Beaufort County) to T4-N, Neighborhood District, (City of Beaufort). The property is further identified as R100 029 00B 0057 0000 (Lot 16 Palmetto Est).

**VII. Adjournment**

**Note: If you have special needs due to a physical challenge, please call Julie Bachety at (843) 525-7011.**

**144 SECESSION DRIVE  
SECESSION HOUSEKEEPING  
MAINTENANCE BUILDING**



## STAFF REPORT: 144 Secession Dr-Maintenance Building

DATE: 2/26/24

<b>GENERAL INFORMATION</b>		
Applicant:	David Murray	
Address/Parcel Numbers:	144, 146 & 148 Secession Dr/R123 018 000 0468 0000, R123 018 000 0469 0000, & R123 018 000 0470 0000	
Applicant's Request:	Construction of a Golf Club Maintenance Facility	
Current Zoning:	T4-N	
<b>ZONING DISTRICT INFORMATION</b>		
	<u>T4-N</u>	
Lot Width at Setback:	N/A	
Max Lot Coverage:	70%	
Min./Max. Frontage Build Out:	60%-85% of lot area	
Front Setback:	0ft-15ft	
Side Setback:	0ft-10ft Corner/Alley, 5ft Interior	
Rear Setback:	10ft	
Building Height:	2 stories or 30ft	
<b>SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS</b>		
<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning /Buffer required if rezoned</u>
North: T4-N	Residential	N/A
South: T4-N	Residential	N/A
East: T4-N	Maintenance Facility	N/A
West: T4-N	Residential & Forested lots	N/A

**Background:** Tidemarsh LLC, with David Murray, is proposing a new maintenance facility for the Secession Golf Club on three lots within the Blue Gray Estates Subdivision. Per the narrative and site plan, the facility will include a covered loading and unloading area, two offices, various storage areas, an employee break room, and a future development building. The two buildings proposed for phase 1 will be 2,400 sf and 2,080 sf with the building proposed for phase 2 having 2,500 sf. The primary frontage will be to the south with the east and west each having an egress point with onsite traffic navigating counterclockwise to the loading area and exit. Staff has previously notified the applicant that this use is not allowed in the T4-N zone. The primary use of the facility will need to fit within a use category on its own since the area it will serve, the overall golf club, is not on the same parcel. The applicant disagreed,

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and to allow the Applicant due process, the case is forward to the Planning Commission to render a final decision.

**Zoning Compliance:** *T4-N Allowed Uses:* This proposed use best fits within the Light Industrial Service Category outlined in 3.8.1.B of The Beaufort Code since it states, “Contractors and building maintenance services and similar uses perform services off-site”. The Code also lists an example of a Light Industrial Service as “janitorial and building maintenance services”. The T4-N zone does not allow any Industrial uses.

- ✓ Staff Recommends disapproval as the use is not permitted in the T4-N district.

**Development Standards/Frontage:** Per the development standards listed in 2.4.1 of The Beaufort Code, the T4-N zone requires the proposal to have a minimum of 60% frontage build out and a maximum front setback of 15 feet. From the site plan given and the south required to be the primary access, the proposal fails to meet these requirements. No building, in phase one, is within the maximum front setback area so the current proposal is at 0% frontage buildout, thus not meeting the development standards.

- ✓ Staff recommends disapproval as the proposed site plan does not satisfy the frontage requirements of the base zoning district of T-4N.

**Common Planning Principles/Accessory Use:** The development is intended to serve the golf club but will be its own individual parcel. To the opinion of the Development Code, the Code Administrator and general planning practice, this would place an accessory structure on a property with no primary use. Such a proposal is prohibited because there would be no way to regulate land use and this is the same reason why a shed is not allowed on a property without a primary use, such as a house.

- ✓ Staff recommends disapproval as the proposed site plan does not satisfy the accessory use requirements of the Development Code and general planning practice.

**Buffer and Existing Residential Uses:**

There is a current existing single family house directly to the north, and the proposal is establishment of a dissimilar use to the residential subdivision adjoining the property. Approval of this proposal will place an industrial use directly adjacent to an existing residential use with no buffer requirement, which is also in conflict with the intent of the code. Lastly, this proposal will direct truck traffic to one of the two entrances of the subdivision, potentially delaying current residents from entering their community. .

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## **FINDINGS AND RECOMMENDATIONS**

### **Staff Recommendation:**

Staff recommends denial as the project does not satisfy the standards of the Beaufort Development Code for the following reasons:

- 1) The use proposed is not allowed in the T-4N district (specifically outlined in Section 3.8.1.B),
- 2) The Site Plan does not satisfy the frontage requirement of Section 2.4.1 (60% build out on the front property line).
- 3) The Site Plan places an accessory use on its own lot to the golf course in a residential neighborhood without proper buffering between dissimilar uses.

23-13 STF.1



DEVELOPMENT REVIEW PROCESS  
DESIGN REVIEW APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
Email: development@cityofbeaufort.org / website: www.cityofbeaufort.org

- Staff Review
- Board Review

Application Fee:

OFFICE USE ONLY: **Date Filed:** 1/16 **Application #:** 24155 **Zoning District:** T4N

**Schedule:** The Design Review Board (DRB) typically meets the 2nd Thursday of each month at 2pm. Upon receipt of an application, staff will review the submittal and then contact the applicant letting them know when the meeting will be.

A complete schedule can be found at: <https://www.cityofbeaufort.org/379/Design-Review-Board>

**Submittal Requirements:** All forms and information shall be submitted digitally + 5 hardcopies of all documents. In addition to a complete application form, applicants shall submit the required items according to the checklists on the subsequent page.

**Review Request:**  Conceptual  Preliminary  Final

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  Yes  No

**Applicant, Property, and Project Information**

Applicant Name: DAVID MURRAY, TIDEMARSH LLC

Applicant Address: 73 SAMS POINT ROAD, BEAUFORT, SC 29907

Applicant E-mail: DMURRAY@TIDEMARSH.COM Applicant Phone Number: 843-441-3709

Applicant Title:  Homeowner  Tenant  Architect  Engineer  Developer

Owner (if other than the Applicant): SECESSION GOLF CLUB INC.

Owner Address: 100 ISLANDS CAUSEWAY, BEAUFORT, SC 29907

Project Name: SECESSION HOUSEKEEPING/MAINTENANCE BUILDING.

Property Address: 144 SECESSION DRIVE, BEAUFORT, SC 29907

Property Identification Number (Tax Map & Parcel Number): R123 018 000 0469 0000

Date Submitted: JANUARY 15, 2024 R123 018 000 0469 0000

R123 018 000 0470 0000



DEVELOPMENT REVIEW PROCESS  
DESIGN REVIEW APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
Email: development@cityofbeaufort.org / Website: www.cityofbeaufort.org

**Required Project Information**

Project Name: SECESSION HOUSEKEEPING/MAINTENANCE BUILDING  
Property Size in Acres: 1.14 Proposed Building Use: HOUSEKEEPING/MAINTENANCE FACILITY, S-I & B USES.  
Building Square Footage (if multiple buildings, please list each one and their square footage by floor): 4,672 S.F. HEATED G.F.A.  
# of Parking Spaces Required: 12 # of Parking Spaces Provided: 16  
Is this project a redevelopment project: Y  N Property valuation: \$ 129,000.00  
Are there existing buildings on the site? Y  N if yes, will they remain? Y N  
Developed under T4-N District/Zone (for Commercial Only)

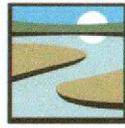
Provide a brief Project Narrative and outline any specific questions you would like addressed.  
SEE ATTACHED JANUARY 15, 2024 PROJECT NARRATIVE

Applicant's Signature: [Signature] Date: JAN. 15, 2024  
Owner's Signature: [Signature] Date: 1/15/2024

(The owner's signature is required if the applicant is not the owner.)

**CONTACT INFORMATION:**

Attention: Julie A. Bachety, Administrative Assistant II  
City of Beaufort Community Development Department  
1911 Boundary Street, Beaufort, South Carolina 29902  
E-Mail: [development@cityofbeaufort.org](mailto:development@cityofbeaufort.org) | Phone: (843) 525-7011 | Fax: (843) 986-5606



**TIDEMARSH**  
ARCHITECTURE • PLANNING • DESIGN

## TIDEMARSH, LLC

73 Sams Point Road  
Beaufort, SC 29907

Johan Niemand  
[jniemand@tidemarsh.com](mailto:jniemand@tidemarsh.com)  
843-252-9251

David Murray  
[dmurray@tidemarsh.com](mailto:dmurray@tidemarsh.com)  
843-441-3709

January 15, 2024

### **Re: 144 Secession Drive – Secession Housekeeping/Maintenance Building at 144 Secession Drive, Beaufort SC 29907**

**Project narrative for a Secession Housekeeping/Maintenance Building that has a heated/cooled GFA of 4,672 sq.ft., and an under roof unconditioned GFA of 4,000 sq.ft., with site improvements.**

#### PROJECT NARRATIVE

The proposed project consists of developing a 1.14-acre property at addresses #144, 146 and 148 Secession Drive within the City of Beaufort in Beaufort County, SC. The proposed property currently exists as 3 residential lots C33, C34 & C35 of the Blue Gray Estates Subdivision Phase I established in 1999. Secession Golf Club, Inc. is proposing to combine the three lots for the development of a Golf Club Housekeeping/Maintenance Facility. The site is located in a T4-N zone and the building architecture & layout have been designed to best adhere to the zoning guidelines. The facility will include a covered loading/unloading area, office & receiving/storage building, and an office & housekeeping & staff facilities building. The heated building area will have flood-proofing to a minimum elevation of 13.0' MSL. There is also future development planned for the site, but the use of this building has not been determined. Site development of the facility includes construction SWPPP, drive access, parking, potable water, sanitary sewer, storm water infrastructure & utilities within the site. To the best of our knowledge and ability there are no wetlands or critical areas in the vicinity of the site.



# TIDEMARSH

ARCHITECTURE • PLANNING • DESIGN

Access to the site is proposed from the Islands Causeway, an SCDOT jurisdictional roadway and from Secession Drive, a private drive owned and maintained by the Marshes at Lady's Island Homeowners Association, Inc. Parking and pedestrian access is planned for the site as defined by the City of Beaufort and ADA Standards.

These design development drawings prepared for 'Conceptual Review' show a total heated/cooled area ('Buildings B, C, & Entry Hall') of S-1 & B uses that total 4,672 sq.ft., and a total unconditioned area ('Building D', roof only) of a 4,000 sq.ft. covered loading area. These drawings show revisions based on the discussion at the August 22, 2023, City of Beaufort TRC-Pre-Design Conference. The design revisions consist of the resizing of some of the 'Building B' windows for preferred proportions, the addition of two columns at the north & east sides of the 'Entry Hall' for vertical proportions that are greater than the column spacing, a change from a hip roof to a shed roof for 'Building C', and the addition of painted graphics on the loading & receiving floor of 'Building D' that indicate the location of a dedicated 'Fire Lane' for emergency vehicles.

Re: 011524 Project Narrative - 144 Secession Drive – Secession Housekeeping/Maintenance Building at 144 Secession Drive, Beaufort SC 29907

cc: Tidemarsh LLC, file

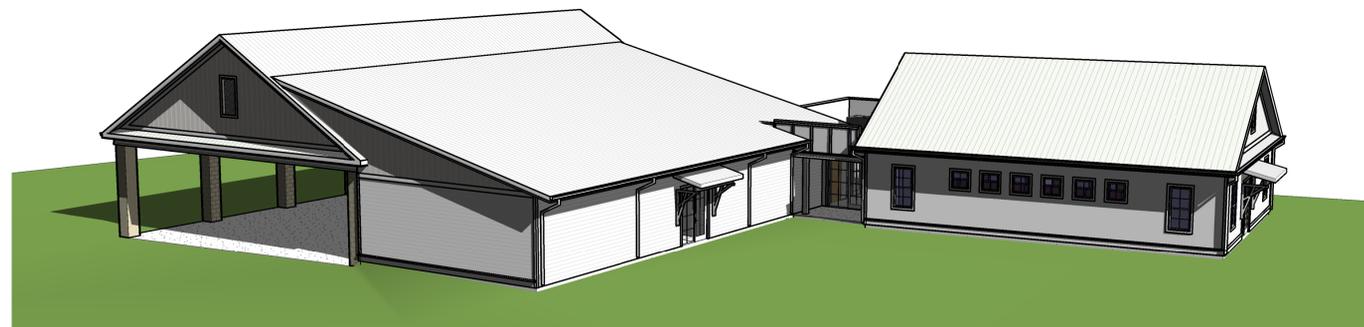
# Site Development Plans for a New Secession Housekeeping/ Maintenance Building:

## *Secession Golf Club*

144 Secession Drive  
Beaufort, SC 29907



Schematic Design Sheet Index	
SD100	Cover Sheet
SD101	Site Development Plan
SD102	Ground Floor Plan
SD103	Building 'B' Floor Plan
SD104	Buildings 'C' & 'D' Floor Plan
SD105	Building Elevations
SD106	Building 'B' Elevations
SD107	Buildings 'C' & 'D' Elevations
SD108	Buildings 'C' & 'D' Elevations



Cover Sheet -

Contractor shall check all dimensions on the work and report any discrepancy to the architect before proceeding.  
All work to be done is to the adopted codes and standards required for approved construction.  
All drawings and specifications are the property of the architect and must be returned upon request.  
This drawing is not to be used for construction until signed by the architect.

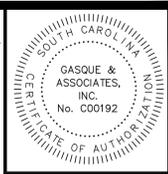
**CONSULTANTS**  
**JHN-Residential Building Design**  
73 Sams Hill Road, Beaufort, SC 29907 | jhn-residential.com | Tel: 843-655-8148  
**Dalon Engineering LLC**  
 Mechanical · Electrical · Plumbing  
 2611 Southside Blvd, Beaufort, SC 29902  
 Phone (843) 271-6011  
 Project # Project Number

Prints issued	No.	Date

Site Development Plans for a New  
Secession Housekeeping/  
Maintenance Building:  
**Secession Golf Club**  
144 Secession Drive  
Beaufort, SC 29907

**TIDEMARSH**  
 ARCHITECTURE · PLANNING · DESIGN  
TIDEMARSH, LLC  
 73 Sams Point Road,  
 Beaufort, SC 29907  
dmurray@tidemarsh.com  
 jtidemars@tidemarsh.com  
 (843) 665-6380

Design Set  
**SD100**  
 January 15, 2024



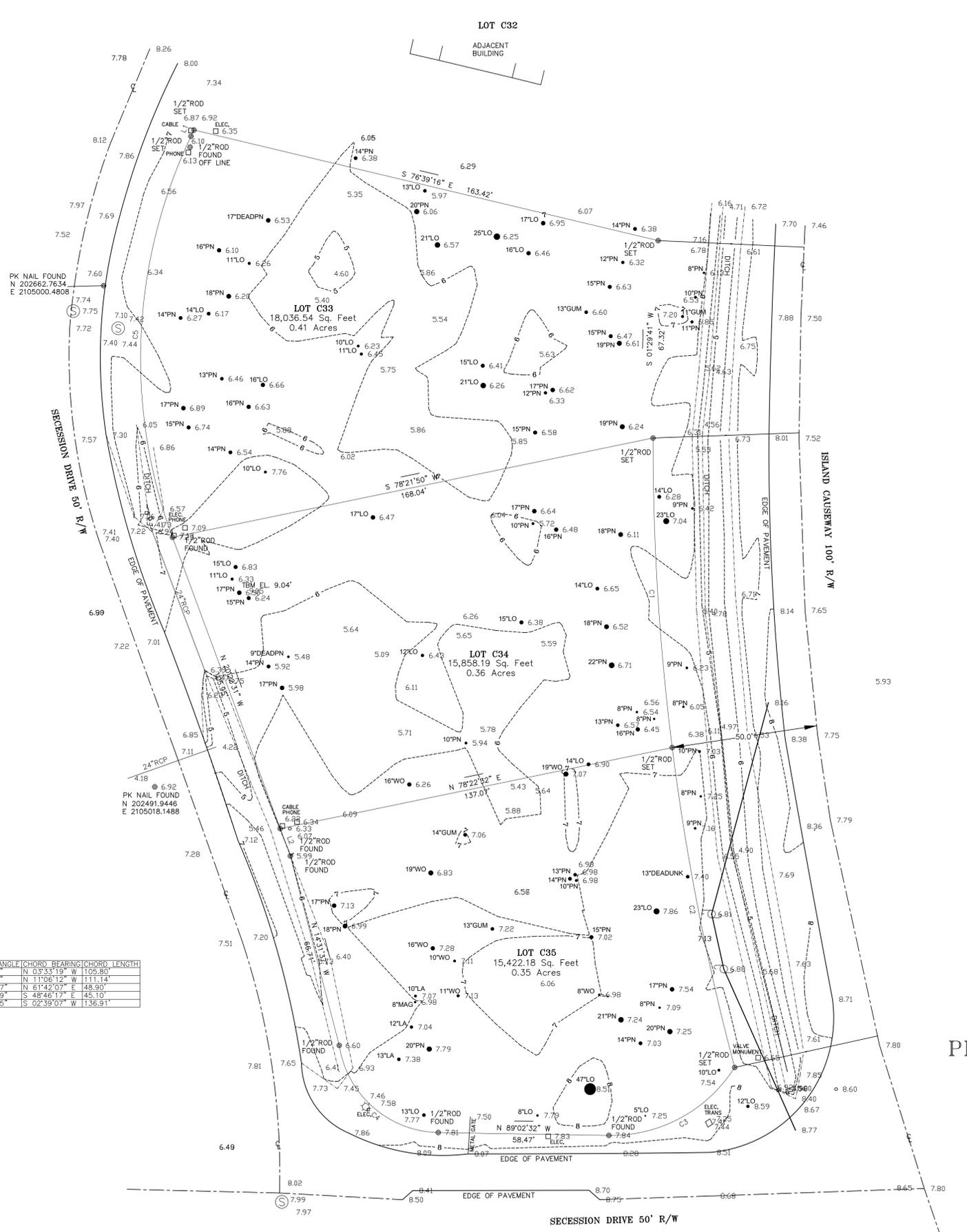
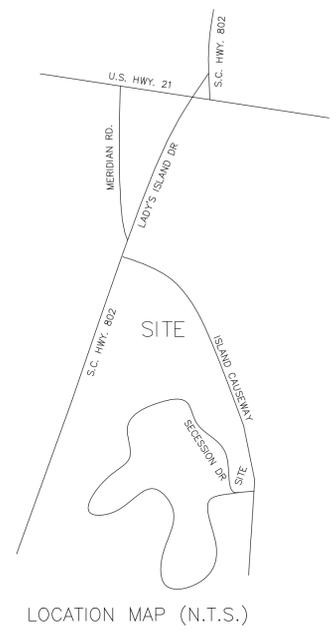
**LEGEND OF SYMBOLS & ABBREVIATIONS**

- |    |                    |     |     |                     |
|----|--------------------|-----|-----|---------------------|
| CO | FIRE HYDRANT       | □   | MVM | MAIN VALVE MONUMENT |
| PP | CLEAN OUT          | ⊙   | MH  | MANHOLE             |
| TP | POWER POLE         | —○— | GW  | GUY WIRE            |
| FO | TELEPHONE PEDESTAL | □   | CB  | CABLE BOX           |
| WV | FIBER OPTIC STUB   | —○— | OE  | OVERHEAD POWERLINE  |
| ○  | WATER VALVE        | --- |     | EDGE OF PAVEMENT    |
| ◇  | GAS VALVE          | ⊙   |     | BACK OF CURB        |
| ○  | WATER METER        | —○— |     | LIGHTPOLE           |
| ○  | 1/2" ROD SET       | --- |     | GAS LINE            |
| ●  | ELEVATION          | --- |     | CENTER LINE         |
|    |                    | --- |     | CONTOUR LINE        |

**TREE LEGEND**

CODE	COMMON NAME	BOTANICAL NAME
PNS	PINE SHORLEAF	Pinus echinata
PNL	PINE LONGLEAF	Pinus palustris
LO	LIVE OAK	Quercus virginiana
O	OAK	Quercus spp.
MAG	SOUTHERN MAGNOLIA	Magnolia grandiflora
PA	PALMETTO	Sabal palmetto
SUB	SUGARBERRY	Calles leucogata
EL	ELM	Ulmus spp.
HI	MOCKERNUT HICKORY	Carya spp.
BAY	BAY MAGNOLIA	Gordonia spp.
WK	WAX MYRTLE	Myrica cerifera
CH	BLACK CHERRY	Prunus spp.
CE	EASTERN RED CEDAR	Juniperus virginiana
TA	CHINESE TALLOW-TREE	Sapinum sebiferum
PD	YELLOW POPLAR	Liriodendron tulipifera
BI	BIRCH	Betula spp.
CY	BALD-CYPRESS	Taxodium distichum
SY	AMERICAN SYCAMORE	Platanus occidentalis
PE	PECAN	Carya ilinoensis
CR	GRAPEMYRTLE	Lagerstroemia indica
FR	FRUIT TREE	
MP	MARLE	Morus spp.
DW	DOGWOOD	Cornus florida
GUM	SWEETGUM	Nyssa Sylvatica
WO	WATER OAK	Quercus nigra
LA	LAUREL OAK	Quercus laurifolia
TUL	TULIP TREE	Liriodendron
BLD	BLACKJACK OAK	Quercus muhlenbergii
UNK	UNKNOWN	
CRA	CRAB APPLE	Malus sylvestris
MUL	MULBERRY	Morus
MM	MOHAWK TREE	Abronia juliflorin
WHO	WHITE OAK	Quercus alba
TO	TURKEY OAK	Quercus cerris
RO	RED OAK	Quercus rubra
HOL	HOLLY	Aquifolides
WL	WILLOW TREE	Salix alba
TU	TUPELO	Nyssa japonensis
CHB	CHINABERRY	Melia azedarach
CW	COTTONWOOD	Populus
CL	CHERRY LAUREL	Prunus laurocerasus

ALL TREES ARE LOCATED TO THE FACE OF THE TREE TRUNK. THEREFORE TOLERANCE OF THE TREE LOCATED IS PLUS OR MINUS THE DIAMETER OF THE TREE PLUS 0.5 FEET. ALL TREES ARE MEASURED AT CHEST HEIGHT WHICH IS APPROXIMATELY 40 INCHES ABOVE GROUND. GROUND ELEVATION AT TREE LOCATIONS MAY OR MAY NOT ACCURATELY REPRESENT ELEVATIONS BETWEEN TREE SHOTS DUE TO THE GROUND BUTTRESS AT THE BASE OF THE TREE.  
 \*NOTED: ANY TREE LOCATION THAT IS CRITICAL BEYOND THE TOLERANCE SHOWN ABOVE FOR DESIGN MUST BE POINTED OUT AND A TIGHTER TOLERANCE MUST BE AGREED UPON.



- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
  - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
  - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
  - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
  - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
  - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
  - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
  - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
  - 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
  - 10.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE AE EL. 8.00' & AE EL. 9.00' MAP NUMBER 45013C0168G DATED 3/23/2021 1988 NAVD.
  - 11.) CONTOUR INTERVAL IS 1'.
  - 12.) VERTICAL DATUM IS 1988 NAVD.

- REFERENCES:**
- 1.) T.M.S. R123 018 000 0468, 0469, & 0470
  - 2.) PLAT BY DAVID E. GASQUE DATED 1/19/99 PLAT BOOK 100 PAGE 27 BEAUFORT COUNTY R.M.C. OFFICE

LINE	BEARING	DISTANCE
L1	S 24°58'49" W	2.38'
L2	N 20°28'13" W	9.97'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	103.67'	823.96'	72°14'44"	N 03°33'19" W	103.60'
C2	111.22'	823.96'	74°44'02"	N 11°08'12" W	111.14'
C3	51.10'	50.00'	58°33'17"	N 61°42'07" E	48.90'
C4	49.01'	35.00'	80°13'29"	S 48°46'17" E	45.10'
C5	140.66'	175.00'	46°03'15"	S 02°39'07" W	136.91'

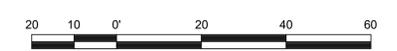
**GASQUE & ASSOCIATES INC.**  
 LAND SURVEYORS · PLANNERS  
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.  
 P.O. BOX 1363, BEAUFORT, S.C.  
 (843) 522-1798

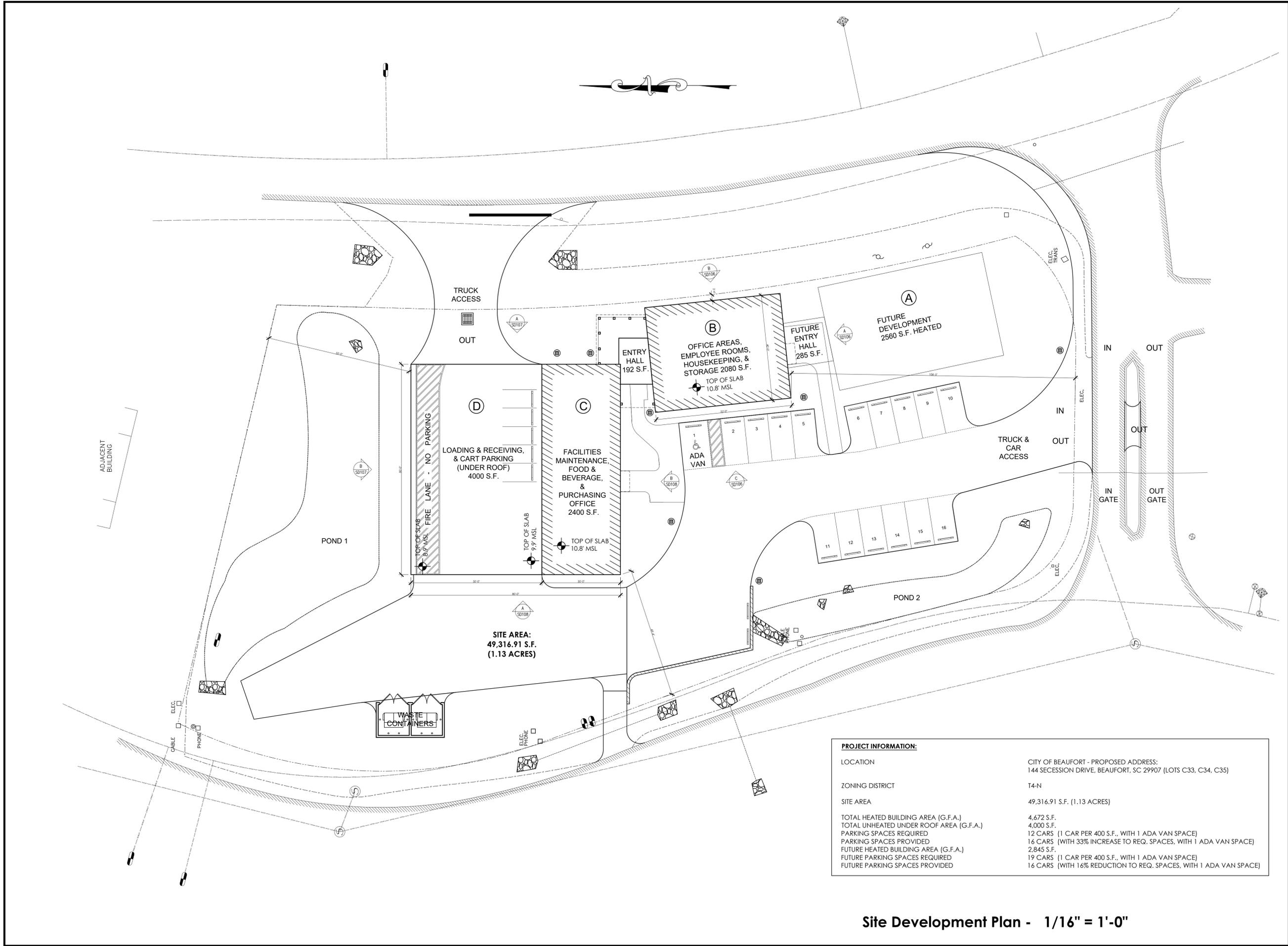
**TREE AND TOPOGRAPHICAL SURVEY**  
 LOTS C33, C34, & C35  
 PHASE I BLUE-GRAY ESTATES RESIDENTIAL TRACT  
 PREPARED FOR  
 SECESSION GOLF CLUB  
 GIBBES ISLAND  
 BEAUFORT COUNTY SOUTH CAROLINA

DATE 7/13/2021 SCALE 1"=20'

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

David E. Gasque, R.L.S.  
 S.C. Registration Number 10506





**SITE AREA:**  
49,316.91 S.F.  
(1.13 ACRES)

PROJECT INFORMATION:	
LOCATION	CITY OF BEAUFORT - PROPOSED ADDRESS: 144 SECESSION DRIVE, BEAUFORT, SC 29907 (LOTS C33, C34, C35)
ZONING DISTRICT	T4-N
SITE AREA	49,316.91 S.F. (1.13 ACRES)
TOTAL HEATED BUILDING AREA (G.F.A.)	4,672 S.F.
TOTAL UNHEATED UNDER ROOF AREA (G.F.A.)	4,000 S.F.
PARKING SPACES REQUIRED	12 CARS (1 CAR PER 400 S.F., WITH 1 ADA VAN SPACE)
PARKING SPACES PROVIDED	16 CARS (WITH 33% INCREASE TO REQ. SPACES, WITH 1 ADA VAN SPACE)
FUTURE HEATED BUILDING AREA (G.F.A.)	2,845 S.F.
FUTURE PARKING SPACES REQUIRED	19 CARS (1 CAR PER 400 S.F., WITH 1 ADA VAN SPACE)
FUTURE PARKING SPACES PROVIDED	16 CARS (WITH 16% REDUCTION TO REQ. SPACES, WITH 1 ADA VAN SPACE)

Site Development Plan - 1/16" = 1'-0"

Contractor shall check all dimensions on the work and report any discrepancy to the architect before proceeding.

All work to be done is to the adopted codes and standards required for approved construction. All drawings and specifications are the property of the architect and must be returned upon request.

This drawing is not to be used for construction until signed by the architect.

CONSULTANTS

**JHN-Residential Building Design**

JHN-Residential LLC  
12 Dora Hunt Road  
Beaufort, SC 29907

JHN-Residential LLC  
144 Seccession Drive  
Beaufort, SC 29907  
Phone (843) 271-6011  
Project # Project Number

**Dalon Engineering LLC**  
Mechanical - Electrical - Plumbing  
2611 Southside Blvd  
Beaufort, SC 29902  
Phone (843) 271-6011  
Project # Project Number

Prints issued	No.	Date

Site Development Plans for a New  
Seccession Housekeeping/Maintenance  
Building:

**Seccession Golf Club**

144 Seccession Drive  
Beaufort, SC 29907

**TIDEMARSH**  
ARCHITECTURE • PLANNING • DESIGN

dtmurray@tidemarsh.com  
jnternando@tidemarsh.com  
(843) 605-6380

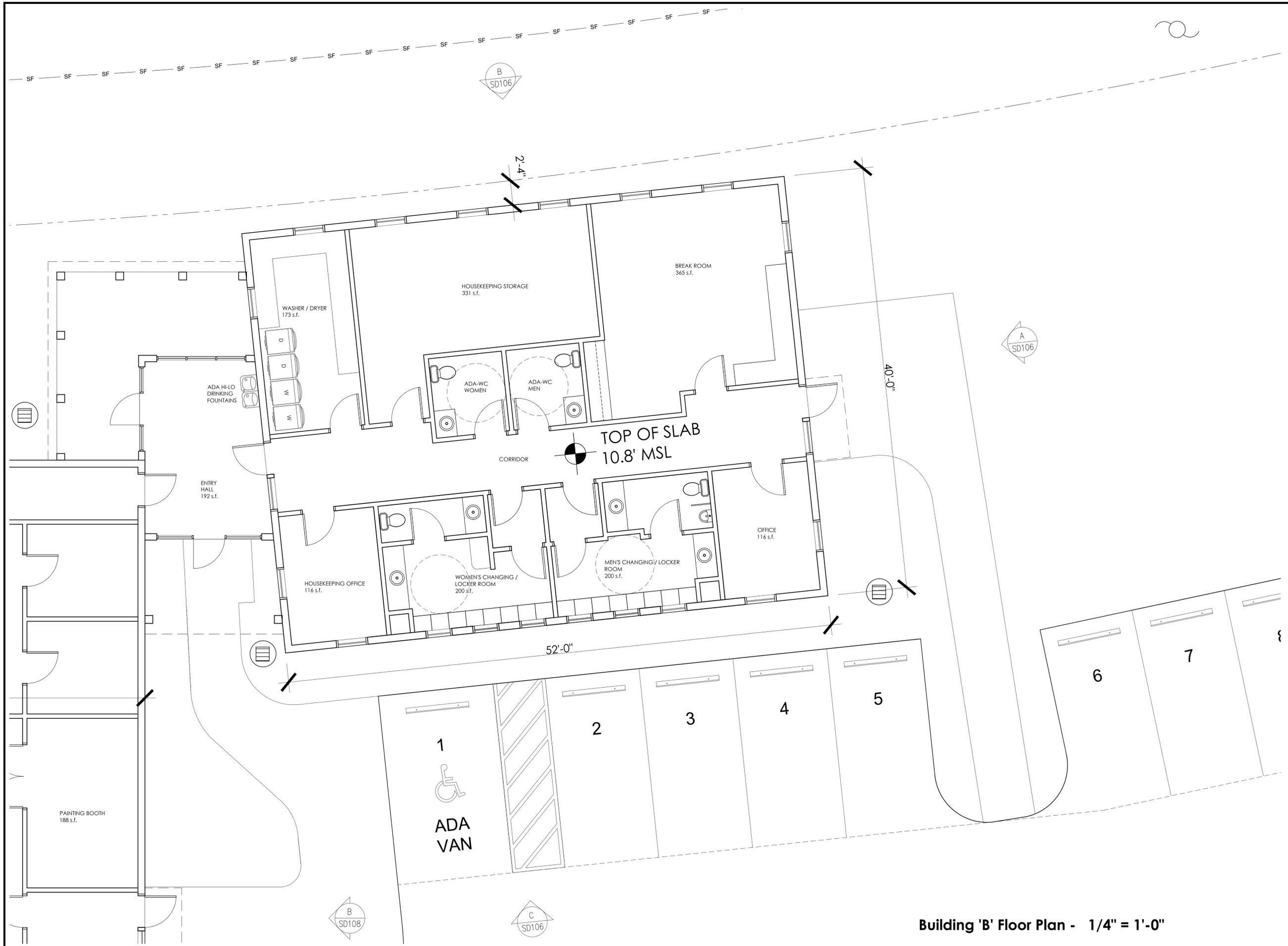
TIDEMARSH, LLC  
73 Sams Point Road,  
Beaufort, SC 29907

Design Set

**SD101**

January 15, 2024





Building 'B' Floor Plan - 1/4" = 1'-0"

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**CONSULTANTS**

**JHN-Residential Building Design**  
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**Dalon Engineering LLC**  
Mechanical, Electrical, Plumbing  
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 Beaufort, SC 29902  
 Phone (843) 271-6011  
 Project # Project Number

Prints issued	No.	Date

Site Development Plans for a New  
 Seccession Housekeeping/Maintenance  
 Building:

**Seccession Golf Club**  
 144 Seccession Drive  
 Beaufort, SC 29907

**TIDEMARSH**  
 ARCHITECTURE • PLANNING • DESIGN

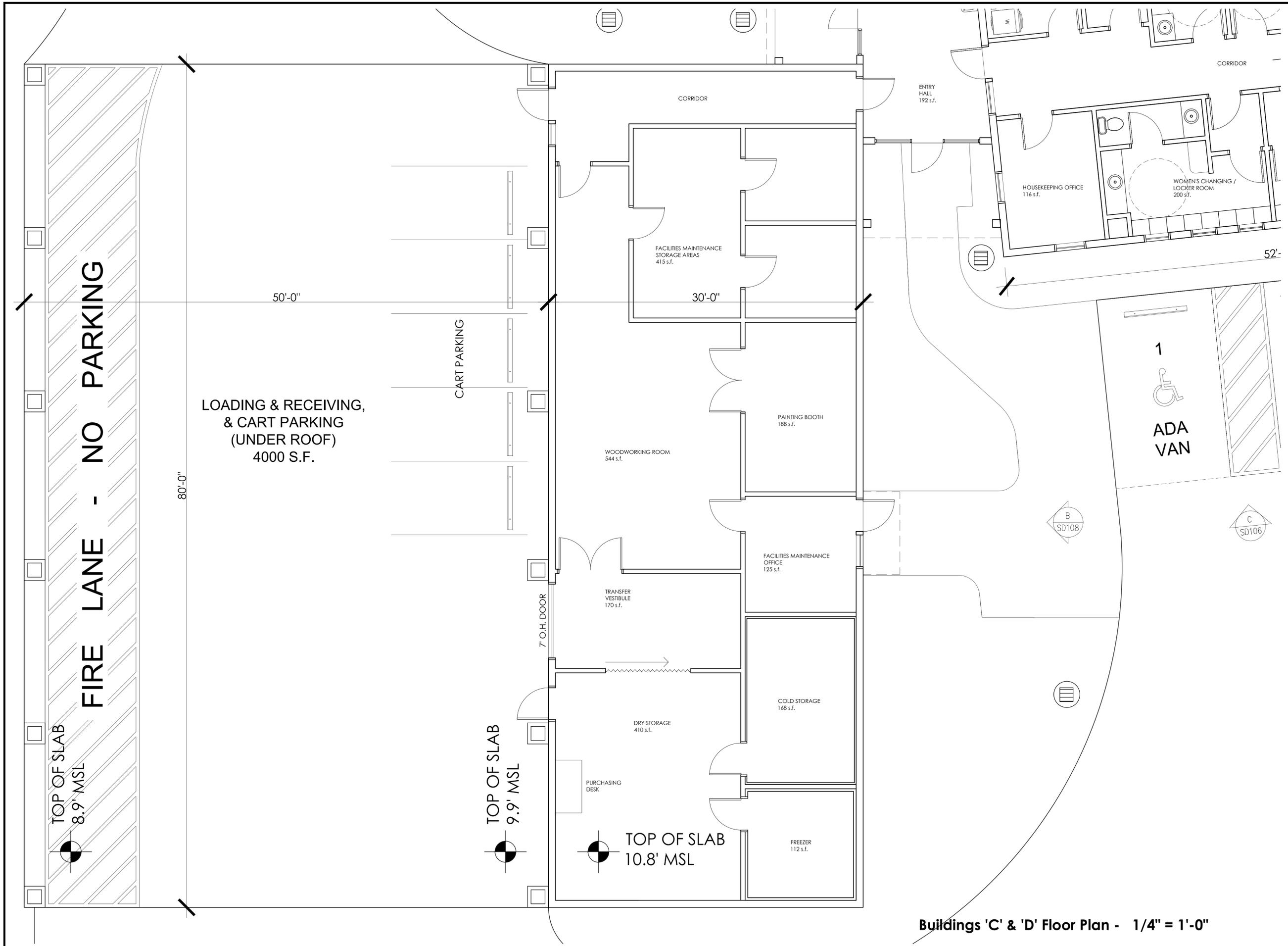
dmurray@tidemarsh.com  
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 (843) 605-6380

TIDEMARSH, LLC  
 73 Sams Point Road,  
 Beaufort, SC 29907

Design Set

**SD103**

January 15, 2024



Buildings 'C' & 'D' Floor Plan - 1/4" = 1'-0"

Contractor shall check all dimensions on the work and report any discrepancy to the architect before proceeding.

All work to be done is to the adopted codes and standards required for approved construction. All drawings and specifications are the property of the architect and must be returned upon request.

This drawing is not to be used for construction until signed by the architect.

CONSULTANTS

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Site Development Plans for a New  
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**Secession Golf Club**  
144 Secession Drive  
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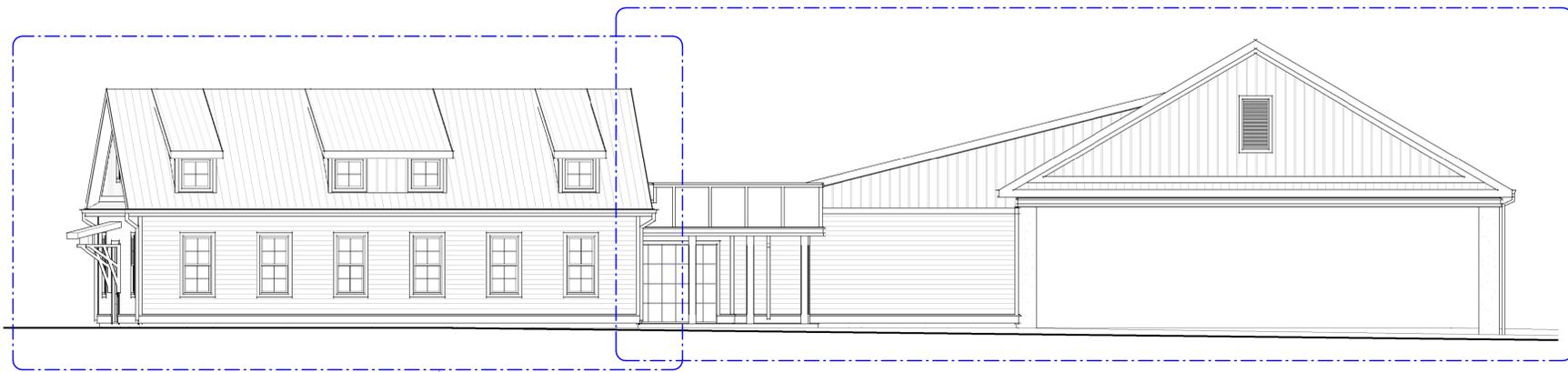
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Design Set

**SD104**

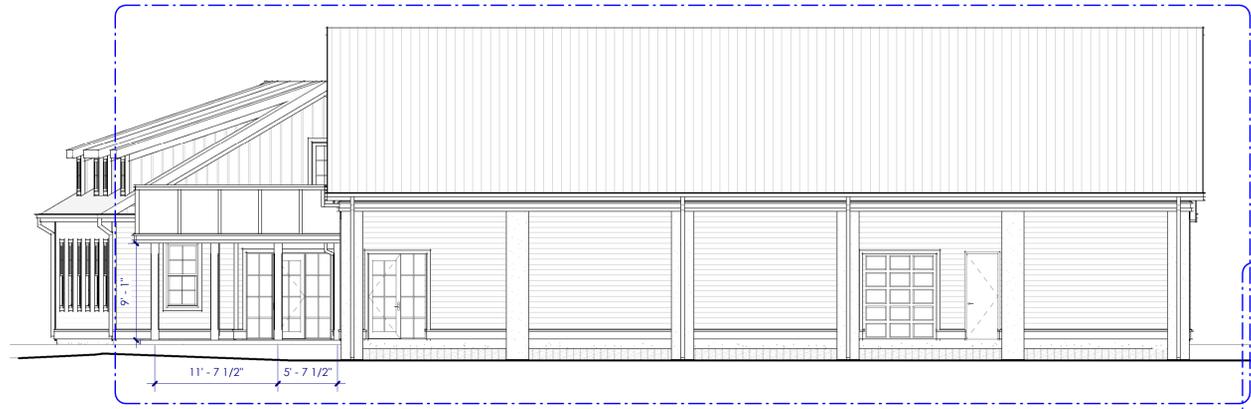
January 15, 2024



**A East Elevation**  
SD105 SCALE: 1/8" = 1'-0"

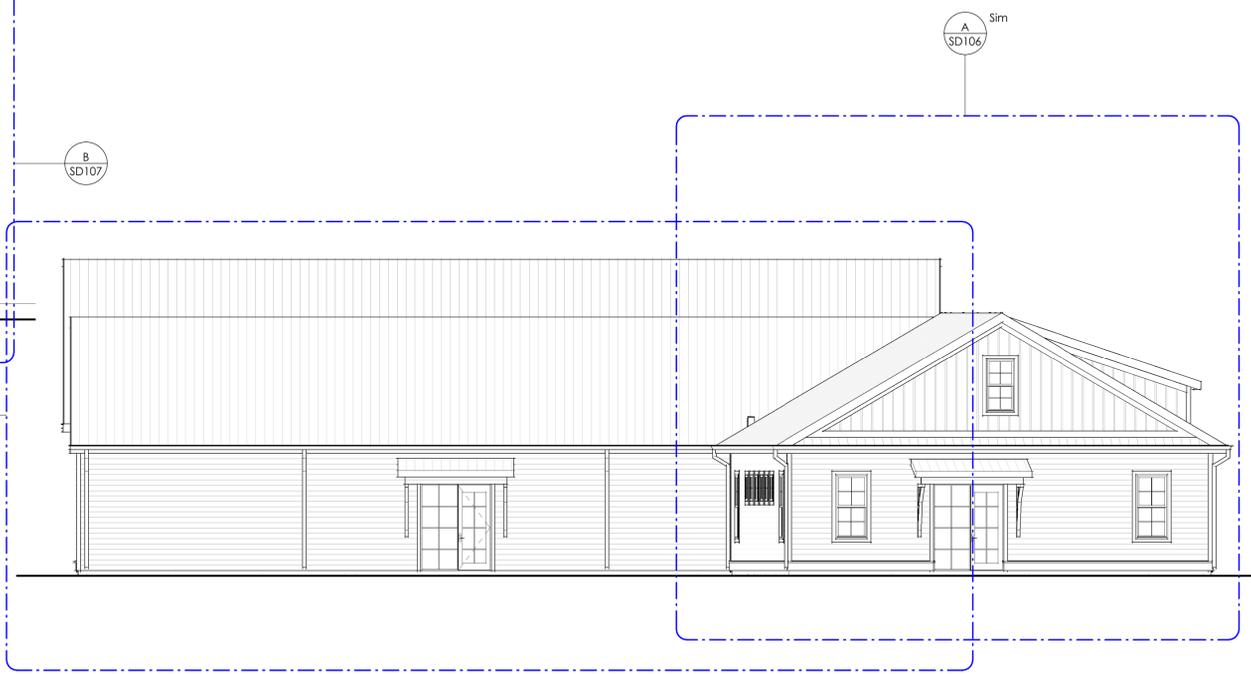
B Sim  
SD106

A  
SD107



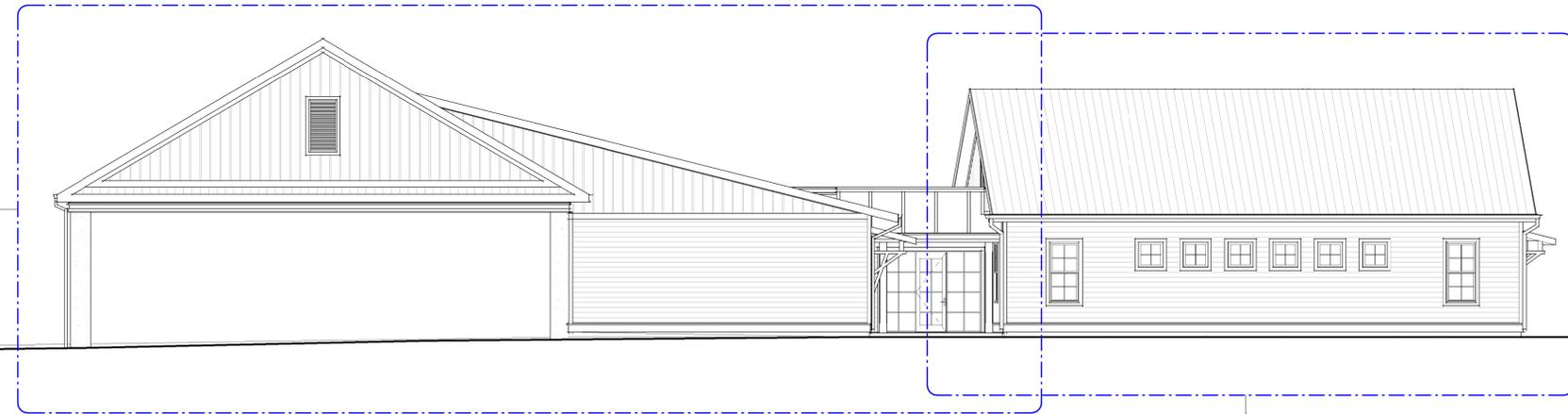
**V North Elevation**  
SD105 SCALE: 1/8" = 1'-0"

B  
SD108



**C South Elevation**  
SD105 SCALE: 1/8" = 1'-0"

A Sim  
SD106



**D West Elevation**  
SD105 SCALE: 1/8" = 1'-0"

B Sim  
SD106

**Building Elevations - 1/8" = 1'-0"**

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Design Set  
**SD105**  
 January 15, 2024



**A** Building 'B' - South Elevation  
SD106 SCALE: 1/4" = 1'-0"

**B** Building 'B' - East Elevation  
SD106 SCALE: 1/4" = 1'-0"



**C** Building 'B' - West Elevation  
SD106 SCALE: 1/4" = 1'-0"

**D** Building 'B' - Sectional North Elevation  
SD106 SCALE: 1/4" = 1'-0"

Building 'B' Elevations - 1/4" = 1'-0"

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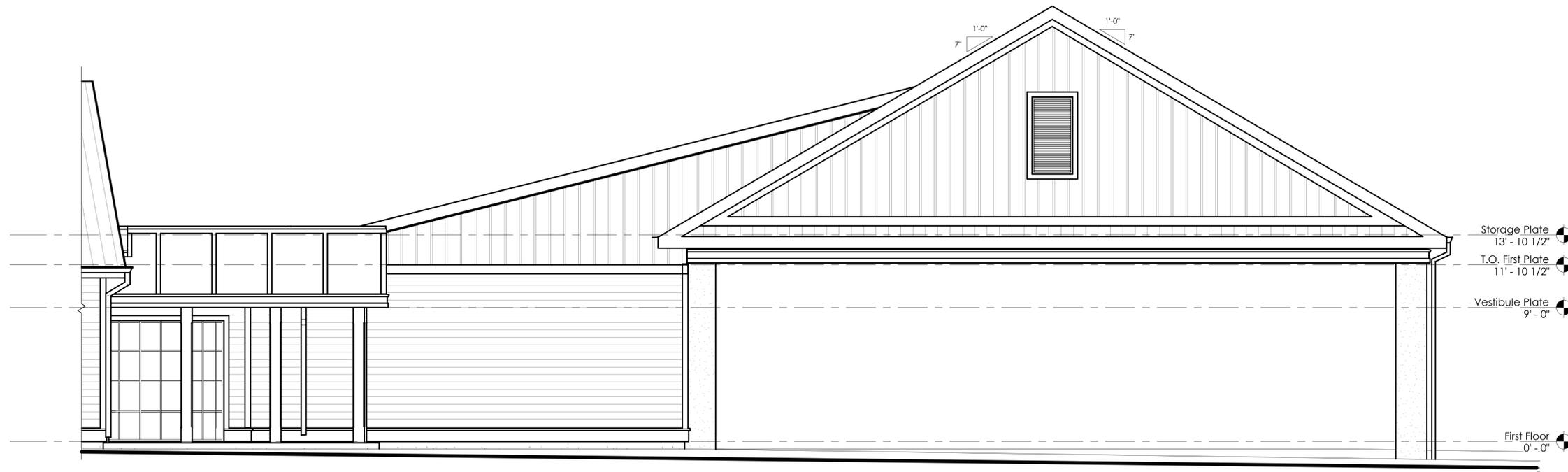
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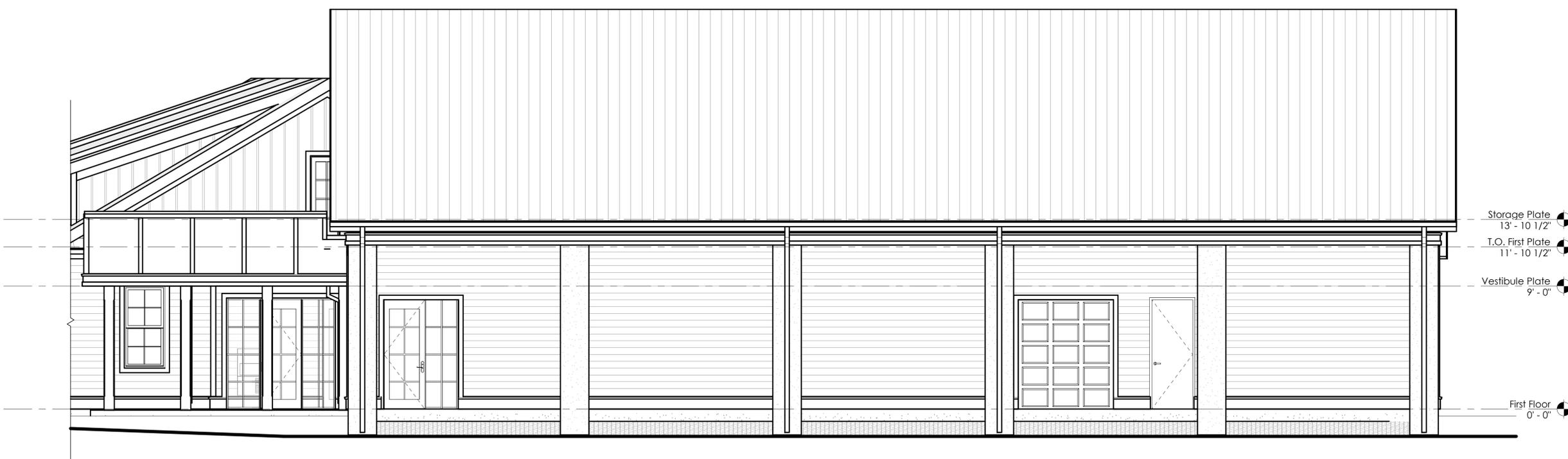
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Design Set  
**SD106**  
 January 15, 2024

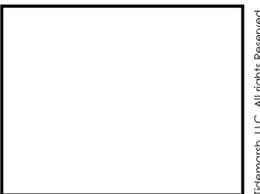


**A** Buildings 'C' & 'D' - East Elevation  
SD107 SCALE: 1/4" = 1'-0"



**B** Buildings 'C' & 'D' - North Elevation  
SD107 SCALE: 1/4" = 1'-0"

Buildings 'C' & 'D' Elevations - 1/4" = 1'-0"



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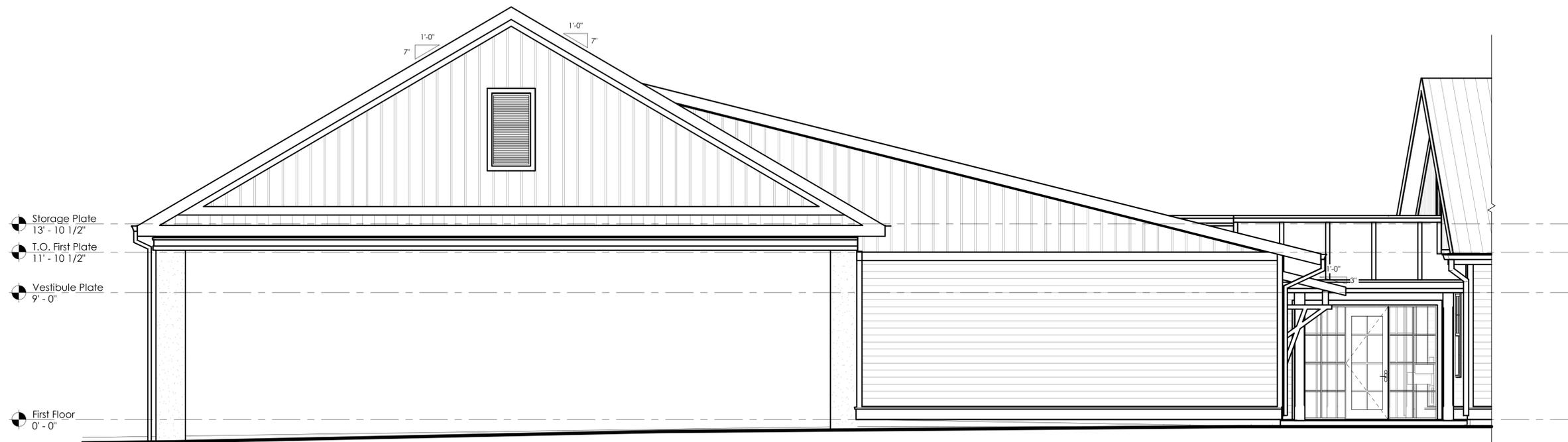
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Design Set  
**SD107**  
 January 15, 2024

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**A** Buildings 'C' & 'D' - West Elevation  
SD108 SCALE: 1/4" = 1'-0"



**B** Buildings 'C' & 'D' - South Elevation  
SD108 SCALE: 1/4" = 1'-0"

Buildings 'C' & 'D' Elevations - 1/4" = 1'-0"

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Design Set  
**SD108**  
 January 15, 2024

AMENDED AND RESTATED DECLARATION  
of  
COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS  
for  
BLUE GRAY ESTATES

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PROPERTY OWNERS ASSOCIATION, INC.**

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STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF BEAUFORT )

AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND  
RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Declaration") is made this 22nd day of November, 2004, by BLUE GRAY, L.L.C. ("Declarant") and amends and restates that certain Declaration of Covenants, Conditions and Restrictions for Blue Gray Estates dated December 29, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1386 at Page 1053, as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for Blue Gray Estates dated July 16, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1447 at Page 2259, as further amended by Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Blue Gray Estates dated September 10, 2004, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2018 at Page 778 (collectively, the "Original Declaration") as follows.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain lands (hereinafter referred to as the "Property") described in Article I of this Declaration, located in Beaufort County, South Carolina; and

**WHEREAS**, Declarant desires to enhance the development of the Property as more particularly set forth herein; and

**WHEREAS**, Declarant has determined that various provisions of the Original Declaration should be amended and restated to better achieve the goals and objectives contained therein, and that this amendment and restatement thereof is the most desirable and economical means of achieving such revisions.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth in the Original Declaration and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby amends and restates the Original Declaration and hereby declares that the Property is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered, improved, and used subject to the terms, provisions, covenants, conditions, easements and restrictions contained in this Declaration, which shall be for the purpose of protecting the value and desirability of the Property, shall run with title to the Property, and shall be binding on all parties having any right, title or interest in the title to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of all persons having any rights, title or interest therein.

**PART ONE**  
**GENERAL REFERENCES**

**ARTICLE I:**  
Definitions

Section 1.1: Definitions. The following words and terms, when used in this Declaration, unless the context clearly shall indicate otherwise, shall have the following meanings:

- (a) "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board described in Article VI of this Declaration.
- (b) "Assessments" shall mean and refer to a Lot's and its Owner's share of the common expenses which from time to time are assessed against a Lot and its Owner by the POA in accordance with Article V of this Declaration. As used herein, Assessments include "Annual Assessments", "Special Assessments" and "Special Individual Assessments", as such terms are defined in Section 9.1 of this Declaration.
- (c) "Board" shall mean and refer to the Board of Directors of the POA.
- (d) "Bylaws" shall mean and refer to the Bylaws of the POA attached to and incorporated into the Original Declaration, as herein amended and restated.
- (e) "Common Property" shall mean and refer to all portions of the Property which are not designated as Lots, together with and including those portions of the Property shown and designated on any recorded plat(s) of any portions of the Property as "Common Property", "Common Area" or "Open Space", and which shall include but are not limited to any real and personal property or easements owned by the POA for the common use and enjoyment of the Owners. The Common Property may be owned by Declarant or conveyed by Declarant to the POA, or may otherwise be owned or held for the common use and benefit of the Owners, upon and subject to the easements, terms, conditions and restrictions described in this Declaration.
- (f) "Declarant" shall mean and refer to Blue Gray L.L.C., a South Carolina limited liability company, and its successors and assigns; provided that no assignment shall become effective unless and until an instrument of assignment and acceptance shall be duly executed by both the current Declarant and the proposed successor Declarant and thereafter recorded in the Office of the Register of Deeds for Beaufort County.
- (g) "Dwelling Unit" shall mean and refer to any Lot improved with a single family dwelling, including specifically and without limitation cottages, townhouses, and other like residential structures.

(h) "Lot" shall mean and refer to any separately numbered parcel of land within the Property that is shown on any recorded plat of the Property or any portion of the Property, which shall be subject to individual ownership by an Owner and upon which a Dwelling Unit may be constructed in accordance with this Declaration.

(i) "Member" shall mean and refer to Declarant or an Owner, as the case may be, each of whom shall have voting rights in the POA in accordance with Article VII of this Declaration so long as Declarant owns any portion of the Property or such Owner owns one or more Lots, as the case may be.

(j) "Mortgage" shall mean and refer to a mortgage held by an Institutional Mortgagee that constitutes a first lien on a Lot.

(k) "Mortgagee" shall mean and refer to an institutional lender holding a Mortgage that has given written notice to the POA pursuant to Article XV and has requested all rights available to it under the Association's governing documents and this Declaration.

(l) "Open Space" shall mean and refer to those portions of the Property which are labeled as such on any one or more recorded plats of the Property and which may be owned by Declarant or conveyed by Declarant to the POA. In no event shall any "Open Space" be developed or improved or altered except as provided in Article V of this Declaration.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, including Declarant so long as it owns any portion of the Property, but shall exclude persons or entities having an interest merely as security for the performance of an obligation.

(n) "POA" shall mean and refer to the Blue Gray Estates Property Owners Association, Inc., a South Carolina nonprofit mutual benefit corporation, its successors and assigns.

(o) "Plans" shall mean and refer to the written plans and specifications, site plan, materials list, color schemes, and other accompanying information which shall be required to be submitted by an Owner to the ARB for approval in accordance with Article VI of this Declaration prior to commencement of construction of a Dwelling Unit upon a Lot.

(p) "Property" shall mean and refer to the Property described in Article II hereof that is subject to this Declaration and which is described more fully on Exhibit "A" attached hereto and incorporated herein, including the Lots and the Common Property.

**ARTICLE II:**  
Property Description/General Plan of Development

Section 2.1: The Property. The Property which is subject to this Declaration is described in Exhibit "A" to this Declaration. Declarant shall have the right to annex additional contiguous lands into the Property, without the requirement of consent by any Owner or the POA, upon execution and filing by Declarant of a document in the Office of the Register of Deeds for Beaufort County, South Carolina, that shall describe such additional lands, shall provide that such additional lands are intended to be annexed into the Property, and shall amend this Declaration as appropriate in order to reflect the addition to the Property of such additional lands.

Section 2.2: General Plan of Development.

(a) For purposes of this Declaration, "Master Plan" shall mean and refer to the conceptual master plans, general land use maps, advertising brochures, designs and drawings commissioned by Declarant, prepared by landscape architects, planners, designers, engineers, graphic illustrators and artists, and similar professionals displaying possible future uses of the Property or portions thereof, prepared as an aid for orderly development of the Property or as part of its communications with the public and prospective purchasers, or as part of research programs undertaken by Declarant for future development of the Property. Declarant intends to develop the Property in accordance with its own conceptual Master Plan, as modified from time to time, as a private residential community featuring recreational facilities, various amenities, and other facilities not inconsistent with this Declaration. Declarant reserves the absolute discretion to review and modify its Master Plan from time to time and shall not be required to adhere to its Master Plan, except in the following particulars:

(1) That there will be no more than 110 Lots in the aggregate within the Property, unless additional lands shall be annexed into the Property as provided in Section 2.1 hereof.

(2) That the Property will include, as Common Property, at a minimum: roads, open spaces and designated recreation areas.

(b) Declarant covenants to convey Common Property to the POA at such time or times as Declarant may deem proper. Unless otherwise agreed in writing with the POA, any conveyances of Common Property by Declarant to the POA shall be for nominal consideration and free of debt or encumbrance.

(c) Other than as stated in this Section 2.2, Declarant shall have the full right and power at any time and from time to time to add to, subtract from, or make changes in its Master Plan. Declarant shall not be required to follow any predetermined sequence or order of improvement and development of the Property, and shall have the full right to annex additional lands into the Property

and develop the same before completing the development of the Property. No implied reciprocal equitable servitudes or easements shall arise with respect to any lands retained by Declarant.

(d) All present and future Owners acknowledge that the Property may remain under development for an extended period of time, and that the quiet enjoyment of the Property may be interrupted from time to time by construction operations. All present and future Owners acknowledge that any Master Plans shall not obligate Declarant to develop the Property as depicted therein, that any such renderings, plans or models are preliminary and in no way represent the final development plan of the Property, and that Declarant retains the sole right to develop the Property, subject to the terms and provisions of this Declaration. Declarant expressly disclaims any obligation to adhere to any reference or depictions of land use shown on any Master Plans.

**PART TWO  
LAND USE RESTRICTIONS**

**ARTICLE III:  
General Land Use Restrictions and Obligations**

Section 3.1: Use of Property. The Lots shall be used for single-family residential purposes only, and no commercial activities (other than those relating to Common Property operations) shall be carried on or upon any Lot at any time; provided, however, that the foregoing restrictions shall not prevent Owners from leasing Dwelling Units from time to time to members of the Secession Golf Club and their guests for temporary use pursuant to a rental pool arrangement, or from operating a golf learning facility, a fitness center, a recreational center, and/or a conference center within the designated areas of the Common Property, or from storing and maintaining repair or maintenance equipment within the Common Property, and provided, further, that the foregoing restrictions shall not prevent Declarant, Secession Corporation, and/or Gibbes Island Limited Partnership from using one or more Lots in the operation of a development office, sales office, or model home, or in the maintenance of a business office or other facility for Secession Golf Club.

Section 3.2: Exterior Antennas, Towers, and Solar Panels. No television antenna, radio antenna, solar panels, satellite receiver or other rooftop device may be placed upon any Lot; without the prior written approval of the ARB at its sole discretion. Any ARB approval of any such devices shall specify the height, location, aesthetic requirements, and screening.

Section 3.3: Tree Removal. No trees measuring four (4") inches or more in diameter at a distance of four (4') feet above ground level may be removed from a Lot without the prior written approval of the ARB.

Section 3.4: Service Yard. Each Dwelling Unit shall have a visually screened area to serve as a service yard. Such area shall be located to the rear half of the Dwelling Unit and shall serve as an area in which garbage receptacles, fuel tanks, or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects shall be required to be placed or stored. Any household fuel tanks, if permitted by the applicable governmental authorities, may be located outside of such screened areas only if located underground. Plans for the screened area of a Lot shall be delineated as to size, design, color, texture, appearance and location, with the plans therefor to be subject to the prior written approval of the ARB.

Section 3.5: Minimizing Construction Disturbances. During any construction on a Lot, the Owner and the contractor shall maintain the construction site in a clean and uncluttered condition, and construction shall not commence before 7:00 a.m. or continue after 7:00 p.m. Monday through Saturday, and shall not be permitted on Sunday or those holidays generally observed by local banking institutions, including but not limited to, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and the Fourth of July. Declarant may promulgate rules governing construction activities which may limit construction activities at certain times (e.g. holidays, tournaments and promotional events).

Section 3.6: Temporary Structures, Outbuildings and Construction Site Clean-Up. No structure of a temporary character shall be placed upon a Lot at any time, other than a temporary shelter used by a contractor during the construction of a Dwelling Unit and which shall in no event be used as a residence or permitted to remain on a Lot after completion of construction. After completion of construction, it shall be the sole responsibility of the Owner to insure that all temporary structures are removed immediately and that the site is cleaned up and placed in good order. The design, size and color of structures temporarily placed on a Lot by a contractor or subcontractor shall be subject to the reasonable aesthetic approval of the ARB.

Section 3.7: Water and Sewer. Declarant has made arrangements for a central disposal system and central water supply system for the Property with the Beaufort Jasper Water and Sewer Authority. No Dwelling Unit shall be erected on the Lot unless water and the disposal of sewage has been contracted by the Owner with the Beaufort Jasper Water and Sewer Authority and said provisions have been approved in writing by the ARB. No potable water or irrigation wells may be drilled or maintained on a Lot by anyone other than the Declarant or the POA; provided, however, the ARB shall have the right to approve heating and cooling systems which include a closed loop groundwater well system.

Section 3.8: Minimum Required Square Footage; Maximum/Minimum Height. No Dwelling Unit plans will be approved for any Lot unless the proposed Dwelling Unit will have a minimum square footage of twelve hundred (1,200) square feet of enclosed dwelling area if single story, and two thousand, four hundred (2,400) square feet of enclosed dwelling area if one and one-half or two story; except that any Lots designated as "Townhouse Lots" on a recorded plat of any portion of the Property shall have a minimum of five hundred (500) square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area air conditioned and heated within a Dwelling Unit, excluding garages.

No Dwelling Unit shall be constructed on a Lot which shall have a height exceeding thirty-five feet (35'), as measured from the elevation of the finished surface of the first floor living space of such Dwelling Unit to the highest point of the structure, including the chimney. All Dwelling Units shall have as a minimum first floor elevation the level of the one hundred year flood as designated on the official Beaufort County flood plain maps. However, the ARB shall have the right to waive the foregoing height restriction in its sole discretion.

Section 3.9: Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, do not cause unsanitary conditions, do not constitute a nuisance, and do not constitute an unreasonable threat to any Owner, family member, guest, invitee or other person coming into the Property, including specifically, mail carriers, yard workers, delivery persons or meter readers. Specifically prohibited are all "pit bulldog" breeds, including, but not limited to, Staffordshire Bull Terriers, Bull Terriers, Pit Terriers, American Pit Terriers, Rottweiler "Pure" bred canines and all varieties of Chow "Pure" Bred canines. In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, to maintain a proper respect for other Owners and users of the Property,

and to maximize the overall use and enjoyment of the Property, each person who keeps a pet within a Dwelling Unit shall abide by such rules and regulations established and published by Declarant or the POA from time to time. No pet shall be permitted upon the Common Property unless carried or leashed by a person who can control the pet. The Owner of a pet shall be responsible for any noise, nuisance, or odor that such animal may create and for promptly and properly disposing of such pet's waste. All animals must be vaccinated and licensed as required by any state and local ordinances. Each Owner shall indemnify and hold Declarant and the POA harmless from any claim resulting from any action of such Owner's pet, and shall repair at the Owner's sole expense any damage to the Common Property or another Lots caused by such pet. If any Owner violates any provision contained in this Section 3.9 more than twice in any twelve (12) month period, then in addition to any fines levied pursuant to the terms of this Declaration or the Bylaws, the POA shall have the right to require the Owner to remove the pet permanently from the Property upon not less than ten (10) days' written notice; provided, further, that the Board may remove immediately and without notice any pet determined by the Board, in its sole discretion, to present an immediate danger to the person, health, safety or property of any Owner or the immediate family of an Owner.

Section 3.10: Completion of Construction. Any Dwelling Unit shall be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible, impractical or would result in great hardship to the Owner due to strikes, fires, national emergency or natural calamities. Substantially all of the landscaping shown on the approved Plans shall be completed prior to occupancy of the Dwelling Unit.

Section 3.11: Unsightly Conditions. No Owner shall use or permit the use of such Owner's Dwelling Unit and/or Lot in a manner that will be unclean, unsightly, unkempt, or cluttered, or which shall otherwise tend to decrease the beauty of the neighborhood. No yards shall contain, temporarily or permanently, any above-ground pools, trampolines, structures used for sporting or athletic purposes (including, but not limited to, basketball goals, soccer nets, baseball backstops, volleyball or badminton nets, half-pipes, quarter-pipes and all other similar structures, whether or not for skateboarding, BMX biking, or other purposes), swing sets, monkey bars, jungle-gyms, tire swings, zip-lines, and any and all other unsightly structures, fixtures, or conditions. Furthermore, no Owner shall leave any of the following items unattended or overnight in locations on a Lot that may be visible from other Lots, Common Property, or roadways within the Property: bicycles, tricycles, wagons, skateboards, and any and all other human powered conveyances or rides; toys; sporting equipment, including, but not limited to, balls, bats, gloves, pads or helmets; gardening equipment, including, but not limited to, shovels, rakes, hoes, tillers, bottled chemicals, sprayers or wheel-barrows; and all other equipment, tools, or items which tend to decrease the beauty of the neighborhood. Nothing in this Section is intended to prevent or interfere with construction activities on a Lot maintained pursuant to other Sections of this Declaration.

Section 3.12: Offensive Activity. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No plants, devices or other things shall be maintained upon any Lot that are or may in any way be noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of any other Lots or

Common Property by the Owners. Garbage receptacles maintained upon Lots shall be for domestic garbage only and the Owner thereof shall not dispose of any hazardous waste materials on a Lot or at any location within the Property. The term "hazardous waste materials" shall mean any substance, material, waste, gas or particular matter which is regulated by any local government authority, the State of South Carolina or the United States Government as a "hazardous waste", "hazardous material", "hazardous substance", or "restricted hazardous waste".

Section 3.13: Other Prohibited Buildings and Vehicles. No mobile home, trailer, tent, barn or similar out-building, vehicle or structure shall be placed on any Lot, Common Property, or roadway at any time, either temporarily or permanently, without prior written approval from the Board in its sole discretion; provided that any such approvals granted by the Board shall be limited to the temporary placement and use of such structures on Lots during construction which may be reasonably necessary to facilitate the economical, orderly, and efficient construction of Dwelling Units thereon. No storage buildings, whether portable and fixed; no tree-houses, forts, playhouses, or doll houses; and no inflatable structures, whether temporary or permanent, shall be maintained upon or at a Lot. No boats, boat trailers, camper trailers, recreational vehicles, oversized vehicles, trucks, utility trailers, motorcycles, mopeds, motorbikes or similar motorized recreational vehicles may be maintained on the Property without prior written approval of the Board in its sole discretion, and provided that, if approved, the same shall be garaged at all times. The term "truck", as used herein, shall mean and refer to those vehicles having a capacity of one (1) ton or greater and which are designed or identified as or for commercial use and not merely as a means of an Owner's personal transportation.

Section 3.14: Signs. No temporary or permanent signs or advertising devices shall be erected or placed on any Lot or within the Common Property, other than (i) signs erected by Declarant and/or the POA that identify and/or advertise the Property as a whole, (ii) temporary construction/home-site identification signs, and (iii) signs for selling or leasing Lots and/or Dwelling Units, but only if one sign of not more than four (4) square feet is used. Any other proposed signs are subject to the prior review and written approval of the ARB. The provisions of this Section 3.14 shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a Mortgage or to any other regulatory or judicial proceedings.

Section 3.15: Restrictions on Use of Roadways. Subject to the rights of ingress and egress of Owners, Members, and their guests, Declarant and its successors and assigns shall have the right and power to establish and publish any reasonable restrictions upon the use of the private roadways within the Property and through other lands owned or managed by Declarant, if any, which may lead to and from the Property, including but not limited to restrictions pertaining to the speed of vehicles, traffic, parking regulations, and vehicular noise levels. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable. Specifically prohibited on the private roadways within the Property for health, safety, and aesthetic purposes are human powered conveyances or rides including, but not limited to, bicycles, tricycles, carriages, strollers, skateboards, and wagons; except that persons over the age of sixteen (16) years, and persons under the age of sixteen (16) years who are accompanied by one or more persons over the age of sixteen (16) years, shall be permitted to ride

bicycles upon the private roadways within the Property, so long as all reasonable safety precautions shall be observed by such bicyclists.

Section 3.16: Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots, Dwelling Units, and other allowable improvements placed on Lots shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation, and lake/conservancy/water/marsh maintenance. In order to implement effective control, Declarant and/or the POA shall have the right to enter upon any Lot for the purpose of bushhogging, mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash, which in the opinion of Declarant and/or the POA detracts from the overall beauty and safety of the Property, with the expenses incurred thereby to be the responsibility of the Owner of such Lot and which expenses may be charged and collected in like manner against such Owner as a Special Individual Assessment. Declarant and the POA are hereby granted a right, license and easement to enter upon Lots, without being deemed to be trespassing, as they or either of them shall deem necessary or desirable in order to conduct any of the foregoing actions upon such Lots.

Section 3.17: Consolidation of Lots. One or more Lots or parts thereof may be subdivided and/or combined with adjacent Lots to form a single Lot when (i) such combination is permitted by all applicable laws and regulations and (ii) such combination is approved, in writing, by Declarant or by the ARB, in its sole discretion. In such event, the building line requirements provided herein and those shown or noted on any recorded plat(s) of the Lots to be subdivided and/or combined shall apply to such re-subdivided or combined Lots and side line easements set forth on such plat(s) shall be moved to follow the new side lines so that such easements shall run along the newly established side Lot lines. In furtherance thereof, Declarant shall have the right to relocate easements, walkways, and rights-of-way to conform to the new boundaries of any re-subdivided or combined Lots.

Section 3.18: Interval Ownership, Timesharing. Except as to Property owned by Declarant, no time sharing or other forms of interval ownership, including, but not limited to that defined under the Vacation Time Sharing Act, a Vacation Multiple Ownership Act, as codified in Title 27, Chapter 32 of the South Carolina Code at the time this Declaration is recorded, shall be permitted on the Property.

Section 3.19: Setbacks And Building Lines. Each Dwelling Unit shall be located within the building and setback lines for such Lot as may be set forth on the recorded plat(s) depicting such Lot; provided, that the Owners of any Lot designated as a “Cottage Lot” or a “Townhouse Lot” on a recorded plat of any portion of the Property shall have the right to apply to the ARB for a zero lot line variance for a Dwelling Unit to be constructed on a “Cottage Lot”, with the granting or denial of such requested variance to be at the sole discretion of the ARB. In no event shall any Dwelling Unit be erected and located upon any Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances or governmental subdivision regulations. Notwithstanding the foregoing, however, no Dwelling Unit shall be erected on a Lot

within fifty (50') feet of any abutting salt water or salt water marsh, or within thirty (30') feet or such other setback as shall be set forth on any recorded Lot plat(s) of any abutting lagoon, lake, or fresh water wetlands; provided, however, that structures or improvements in the nature of pools, decks, hot tubs, spas, or cook-out areas may be built within such setback upon prior submission to the ARB of plans and specifications therefor and the receipt of written approval therefor from the ARB in its sole discretion.

Section 3.20: Waiver Of Setbacks, Building Lines And Building Requirements. Either the Declarant or the ARB may waive minor unintentional violations (ten percent (10%) or less) of the setbacks and building lines provided for in Section 3.19; provided, that such waiver shall be in writing and recorded in the Office of the Register of Deeds for Beaufort County. A recorded document executed by Declarant or the ARB, as applicable, shall be conclusive evidence that the requirements of Section 3.19 have been complied with. The ARB may also handle violations of setback and boundary line of a Lot by amending the recorded plat(s) that depicts such Lot (provided the consent of any affected Owner is obtained). Nothing contained herein shall be deemed to allow Declarant or the ARB to waive violations which are enforceable by governmental authorities.

Section 3.21: Rental Restrictions/Leases. The lease or rental of any Dwelling Unit within the Property shall in all respects be subject to the terms and conditions of this Declaration. Lessees shall be not be considered Members of the POA for any purposes.

**ARTICLE IV:**  
Environmental Controls

Section 4.1: Topography and Vegetation. No Owner shall materially alter any topographic or vegetation characteristics of a Lot by removal, reduction, cutting, excavation, fill, or any other means, without the prior written approval of the ARB.

Section 4.2: Certain Controls. Declarant and/or the POA shall give thirty (30) days' prior written notice to any Owner that shall set forth any grading or landscaping work, any construction, or any corrective action that it shall determine to be necessary or desirable in order to install or maintain adequate erosion prevention devices upon such Owner's Lot. In the event the Owner fails or refuses to take such specified corrective action within such thirty (30) day period, Declarant and/or the POA shall have the right at any time thereafter to enter upon such Lot, whether before or after a Dwelling Unit has been constructed thereon, for the purpose of installing or performing such corrective action. The cost of any corrective erosion prevention measures performed by Declarant and/or the POA shall be paid by the Owner within thirty (30) days after receipt by Owner of an invoice setting forth the cost of such work. If the Owner fails to remit such payment in a timely manner, Declarant and/or the POA shall have the right to enforce collection thereof as a Special Individual Assessment by legal action in a court of competent jurisdiction and shall likewise be entitled to collect all costs and expenses of collection, including reasonable attorneys' fees incurred, and late charges equal to one and one-half percent (1½ %) per month of the amount of such invoice (or the maximum interest rate allowable by law) from the date of said invoice until fully paid. Nothing contained in this Section 4.2 shall be deemed to require Declarant and/or the POA to enter upon any Lot or to perform, construct or maintain erosion prevention devices thereon. Declarant and the POA are hereby granted a right, license and easement to enter upon Lots, without being deemed to be trespassing, as they or either of them shall deem necessary or desirable in order to conduct any such corrective actions upon such Lots.

Section 4.3: Environmental Hazards. To maintain and retain the natural beauty of the Property, Declarant shall have the right to promulgate, publish and amend from time to time rules and regulations which shall govern activities which may, in its judgment, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals.

Section 4.4: Erosion in Common Property. Declarant and/or the POA shall have the right to protect all Common Property from erosion, by planting trees, plants, and shrubs where and to the extent necessary or by utilizing mechanical means such as construction and maintenance of siltation basins, or by other appropriate means.

Section 4.5: Lagoon, River, Marshland, and Wetland Easements. Declarant hereby reserves for itself and for the POA the following rights and easements with respect to all lagoons, rivers, marshlands and wetland areas within or abutting the Property:

- (a) A perpetual non-exclusive easement over, upon and across those portions of the Lots that abut any rivers, lagoons, ponds, lakes, marshlands or wetland

areas for a uniform depth of thirty (30') feet along and as measured from the edge of all abutting rivers, lagoons, ponds, lakes, marshlands or wetland areas, whether or not such rivers, lagoons, ponds, lakes, marshlands or wetland areas are located within or outside of the Property, to enable Declarant and/or the POA to construct or maintain any improvements within the easement areas as shall be necessary to facilitate the enjoyment of the rivers, lagoons, ponds, lakes, marshlands and wetland areas by the Owners.

(b) An exclusive perpetual right and easement, which shall be transmissible at the option of Declarant and/or the POA to a local utility company or district, and subject in any event to all requirements or limitations set forth in all necessary governmental permits and/or licenses, to control and dictate the water levels to be maintained in all abutting lagoons, ponds, lakes, marshlands and wetland areas.

(c) An exclusive perpetual right and easement (i) to pump water from lagoons, ponds, and other bodies of water located within or abutting the Property for the purpose of irrigating any portions of the Property, or (ii) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and sewer treatment facilities and systems within the Common Property, including within any portion of the recreational facilities.

Section 4.6: Standard of Reasonableness. The rights reserved unto the Declarant and the POA in this ARTICLE IV shall not be unreasonably employed and shall be used only to the extent necessary to effect the stated intents and purposes of this Declaration.

**ARTICLE V:**  
Open Space; Marshfront and Lakefront Lots

Section 5.1: Declarant's Intention for Open Space. Declarant has heretofore designated areas within the Property on plats filed in the Office of the Register of Deeds for Beaufort County and may hereafter designate additional areas within the Property as "Open Space". Any designated Open Space may, but need not necessarily be, also designated as Common Property. Any designation of areas of the Property as Open Space shall be for the purpose of protecting the marshes of the Beaufort River, maintaining and enhancing the conservation of natural and scenic resources, promoting the conservation of soils, wetlands, wildlife, game and migratory birds, enhancing the value of Lots adjacent to such Open Space, affording and enhancing recreational opportunities available to Owners, preserving historical sites, and in general implementing the intents and purposes of this Declaration.

Section 5.2: Erosion Prevention Activities. Declarant and the POA shall have the right to protect any Open Space from erosion by planting trees, plants, and shrubs where and to the extent necessary and/or by utilizing such mechanical means deemed expedient or necessary by Declarant or the POA. Declarant further reserves the right to itself and to the POA to take necessary steps to provide and insure adequate drainage ways in the Open Space, to cut fire breaks, to remove diseased, dead, or dangerous trees, and to carry out other similar activities. Nothing contained herein shall be deemed to require Declarant, however, to take any such foregoing actions.

Section 5.3: Rights Reserved to Declarant. Cross reference is made to Section 12.01 with respect to or certain reserved rights and easements of Declarant within Open Space areas.

Section 5.4: Dumping Prohibited. No Owner shall place or permit the placement of trash, garbage, sewage, sawdust or any unsightly or offensive material upon any portion of the Open Space.

Section 5.5: Reservation of Right to Use. Declarant expressly reserves the non-exclusive right and easement to use and enjoy the Open Space for so long as it owns any portion of the Property for any use that is not inconsistent with the provisions of this Declaration.

Section 5.6: Corrective Action Not Trespass. Any exercise by Declarant or the POA of any rights reserved herein to correct, repair, clean, preserve, clear or to take any other permitted action within the Open Space shall be a permissive use of the Open Space and shall not constitute a trespass.

Section 5.7: No General Easements. The easements over, upon and across the Open Space granted and reserved herein shall not be deemed to grant any rights or easements therein whatsoever in favor of the public or to the owners of any contiguous or adjacent lands not comprising portions of the Property.

**ARTICLE VI:**  
Architectural Review Board

**Section 6.1: Appointment.** Declarant has heretofore appointed and shall hereafter appoint the members of the Architectural Review Board, which shall be composed of at least three (3) and not more than five (5) persons. Each ARB member shall be generally familiar with residential and community development design matters and shall be knowledgeable about Declarant's concern for the achievement and maintenance of the design standards set forth herein and in such Architectural Review Board Guidelines as Declarant and/or the ARB may from time to time publish. In the event of the death or resignation of any member of the ARB, Declarant shall have the full authority to designate and appoint a successor member. Members of the ARB may be removed and replaced by Declarant at any time with or without cause, and without prior notice. At any time, Declarant may elect not to designate the number of and/or appoint the members of the ARB and may assign this right and responsibility in writing to the Board. In all matters before the ARB, a majority vote of its members in attendance at a duly called ARB meeting shall govern.

**Section 6.2: Review Of Plans And Specifications.** No Dwelling Units, decks, patios, driveways, walls, fences and other structures and improvements shall be constructed or installed upon any Lot unless the Plans shall have been submitted to and expressly approved in writing by the ARB. All construction and installation shall be accomplished in accordance with Plans. Under no circumstances shall any site clearing or construction activities commence on a Lot until the written Plan approval therefore has been issued by the ARB. No subsequent alteration, addition, modification, or repainting of any existing Dwelling Unit or other improvements or landscaping upon a Lot shall be undertaken or allowed to remain on any Lot without the prior submission of Plans to and express written approval of the ARB.

**Section 6.3: Procedure.** All Plans submitted to the ARB for approval shall address the following:

- (a) quality of workmanship and materials, adequacy of site dimensions and facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces;
- (c) location with respect to building set back lines, easements, topography, finished grade elevation, effect of location and use on neighboring Lots and Dwelling Units, and drainage arrangements;
- (d) other standards set forth within this Declaration, the published Architectural Review Board Guidelines, or as may be set forth within bulletins promulgated by the ARB, or matters in which the ARB has been vested with the authority to render a final interpretation and decision; and

(e) calculations verified by an engineer or landscape architect regarding proposed setbacks, total pervious and impervious surface coverage, open space, gross Dwelling Unit square footage and height, and any other data which the ARB may specify.

Section 6.4: Enforcement. In addition to the enforcement rights set forth in Article X of this Declaration, Declarant and the ARB shall each have the specific, nonexclusive right to enforce the provisions contained in this Article VI and/or to prevent any violation of the provisions contained in this Article VI by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained herein. In the event that Declarant or the ARB resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Dwelling Unit or otherwise to remedy a violation of this Article, Declarant or the ARB, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot.

Section 6.5: Variances; Effect Of Failure To Approve Or Disapprove. The ARB shall have the power to grant written variances to Owners from the architectural or aesthetic requirements of this Declaration for good cause shown, provided that such variances are not inconsistent with the Architectural Objectives contained in Section 6.10 hereafter. If an Owner erects, commences the erection, or permits the erection of any Dwelling Unit on a Lot which has not been approved under this Article VI and a suit to enjoin the erection of or require the removal of such Dwelling Unit is not brought by any person or entity having standing to sue within four (4) months from the commencement of construction of such Dwelling Unit, then this Article shall be deemed to have been fully satisfied. If the ARB fails to approve or disapprove the design of any proposed Dwelling Unit within thirty (30) days after Plans therefor have been submitted and received, approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied so long as such Plans otherwise comply with the requirements of this Declaration; provided, that the Plans required to be submitted shall not be deemed to have been received by the ARB if they contain erroneous data or present inadequate information upon which the ARB can arrive at a decision.

Section 6.6: Right Of Inspection. The ARB shall have the right, at its election, to enter upon any Lot during (and after) preparation, construction, erection, or installation of any Dwelling Unit to assess whether such work is being performed in conformity with the approved Plans.

Section 6.7: Limitation Of Liability. Neither the ARB, the members thereof, nor Declarant shall be liable in damages or otherwise to anyone submitting Plans and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance (except where occasioned by gross negligence or intentional conduct) arising out of services performed pursuant to this Declaration.

Section 6.8: Disclaimer. DECLARANT, THE POA, THE ARB AND EACH MEMBER THEREOF, ON BEHALF OF THEMSELVES AND THEIR AGENTS AND CONSULTANTS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR

IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, MARKET VALUE, CONSTRUCTION COSTS OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DECLARANT, THE POA, OR THE ARB AND NEITHER DECLARANT, THE POA, NOR THE ARB, OR ANY MEMBER THEREOF SHALL BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, APPROVAL, ACCEPTANCE, INSPECTION, PERMISSION OR CONSENT WHICH MUST BE OBTAINED FROM DECLARANT, THE POA, OR THE AB, WHETHER GRANTED OR DENIED.

Section 6.9: Compensation. No member of the ARB shall be entitled to compensation arising out of services performed pursuant to this Article except an architect or engineer who has been requested by Declarant or the ARB to perform a professional review of proposed Plans. The POA shall reimburse members of the ARB for reasonable out-of-pocket expenses incurred by such members in the performance of their duties as members of the ARB.

Section 6.10: Architectural Objectives. Declarant declares the following general architectural objectives for Dwelling Units to be constructed within the Property:

- (a) Dwelling Units shall be unobtrusive in form and color, shall reflect a southern architectural vernacular character typical of that found in the South Carolina Lowcountry, and shall fit appropriately into the surrounding landscape, existing and new. Dwelling Units shall be constructed of quality materials and reflect quality design. Owners are encouraged to avoid "fads" and "fashions" of current architecture. Preferred exterior materials includes brick, tabby stucco, clapboard siding, and well defined fascia, eaves, and cornices. Each Dwelling Unit shall be designed to constitute a part of the total neighborhood and not to call attention to an individual creation or architectural entity. Dwelling Unit designs shall compliment and embrace the neighborhood design and ambience and shall evolve through consistency of scale, quality of material, and exterior color.
- (b) The ARB shall have the right to further recommend or require particular building materials, colors, setbacks, buffers, paving materials, plant materials, light fixtures, signs and graphics, benches, and trash receptacles to be incorporated into Dwelling Units or Lots
- (c) The ARB shall have the right to recommend or require the placement of individual or clustered, private mailboxes upon Lots and may implement guidelines regulating the size, color or siting and construction of all mail boxes upon Lots.
- (d) The ARB shall have the right to approve the precise site and location of any Dwelling Unit or other structure within the Property in order to preserve a

reasonable view, privacy and breeze to the largest practical number of Dwelling Units built within the Property and to take into account the Lot topography, the location of large trees thereon, the location and design of Dwelling Units previously built or approved on adjoining or nearby Lots pursuant to this Article, and other aesthetic and environmental considerations. The ARB shall, upon request from an Owner, offer recommendations to such Owner as to specific site locations prior to such Owner's submission of Plans to the ARB.

**PART THREE  
PROVISIONS FOR BLUE GRAY ESTATES PROPERTY  
OWNERS ASSOCIATION, INC.**

**ARTICLE VII:  
Membership and Voting Rights in the POA**

Section 7.1: Membership. Membership in the POA shall consist exclusively of Declarant (for so long as it owns any portion of the Property), and all Owners. Any person becoming an Owner of a Lot shall automatically become a member of the POA and be subject to the Bylaws. An Owner's membership shall terminate without formal action of the POA whenever such Owner ceases to be an Owner, but such termination shall not relieve any such former Owner from any liability or obligations incurred under or in any way connected with the POA during such period of ownership and membership, or impair any remedies available to the POA. When more than one Owner holds title to a Lot, the Lot's vote on all matters upon which the Members of the POA are entitled to vote shall be exercised as a single indivisible vote by the Owners of the Lot as they shall determine among themselves.

Section 7.2: Types of Members. The POA shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, including Declarant. The Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members but the Members shall cast a single indivisible vote for the Lot owned by them. The vote for such Lot shall be exercised as the Owners of such Lot determine, but in no event shall more than a single indivisible vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus one (1) vote for each outstanding Class A membership held by any Owner other than Declarant. The Class B membership shall cease and be converted to Class A membership upon the first to happen of the following events:

- (a) the date upon which Declarant ceases to own any portion of the Property;
- (b) the date upon which Declarant voluntarily converts the Class B membership into Class A memberships by instrument filed with the POA; or
- (c) on January 1, 2020.

Section 7.3: Functions of POA. The POA shall be the governing body for the Property, shall administer the operation and maintenance of the Common Property, and shall undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation, the Bylaws, and this Declaration. A true copy of the Bylaws of the POA is attached hereto and incorporated herein as Exhibit "B". Every Owner shall be required to be and shall automatically be a member of the POA by virtue of its ownership interest in a

Lot. Membership shall be appurtenant to and shall not be separated from ownership of a Lot for any reason whatsoever, and shall pass automatically with the conveyance of the fee title to a Lot, notwithstanding any failure of the transferor to endorse or convey to the transferee any certificates or other evidences of such membership. Ownership of a Lot shall be the sole qualification for Class A membership in the POA.

Section 7.4: Voting Rights. Each Lot shall be entitled to one (1) vote upon all matters coming before the POA. When more than one person shall own an interest in a Lot, all such Owners shall be members of the POA. Notwithstanding the foregoing, however, the vote for such Lot shall be a single indivisible vote which shall be exercised as the Owners of such Lot shall determine.

Section 7.5: Powers; Lien for Assessment. The organization, duties, powers and responsibilities of the POA shall be as set forth in this Declaration, its Articles of Incorporation, and its Bylaws, together with such duties, powers and responsibilities as may be reasonably implied from or incidental to the foregoing duties, powers and responsibilities, or as may otherwise become reasonably necessary or desirable for the furtherance of the purposes of the POA and the common welfare of the Owners. In the administration of the operation and management of the Common Property, the POA shall have and it is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect Assessments in the manner provided in Article IX below and in the Bylaws, and to adopt, promulgate and enforce such rules and regulations in accordance with the Bylaws governing the use of the Lots and Common Property as the POA may deem to be in the best interest of the Owners. Any Assessment remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the Lot with respect to which such sum was assessed upon filing of a notice of lien in accordance with the provisions hereof, and shall be enforceable by the POA in accordance with this Declaration and the Bylaws.

Section 7.6: Books and Records. The POA shall maintain current copies of: (a) this Declaration, its Articles of Incorporation, and its Bylaws, as they may be amended from time to time, (b) any rules and regulations that it may adopt from time to time, and (c) all financial records of the POA. The foregoing items shall be available from the Board for inspection and copying upon reasonable advance notice, by any Owner, any Mortgagee, and any insurer or guarantor of a loan secured by a Mortgage. In addition, within one hundred twenty (120) days following the POA's fiscal year end, the POA shall obtain an annual financial statement for the preceding year compiled or audited by an independent certified public accountant.

Section 7.7: Quorum. The presence, including proxies, at a membership meeting of (a) Members entitled to cast thirty-three percent (33%) of the total vote of the Class "A" Membership and (b) the Class "B" Member, shall constitute a quorum. If the required quorum is not present at a meeting, the meeting shall be adjourned and another meeting shall be scheduled for a date not less than ten (10) days nor more than thirty (30) days subsequent to the initial meeting. Written notice of the time and place of the adjourned meeting shall be provided to Members in the manner provided in the Bylaws. The quorum requirement for the adjourned meeting shall be the presence, including proxies, of (a) Members entitled to cast twenty-five percent (25%) of the total vote of the Class "A" Membership and (b) the Class "B" Member. In

the event that a quorum is not attained at the adjourned meeting, then the business proposed to be brought to before the Members shall not be conducted unless and until a future membership meeting shall occur.

**ARTICLE VIII:**  
Property Rights and Common Property

Section 8.1: General Provisions. Each Lot shall be owned in fee simple and may be conveyed, transferred and encumbered in the same manner as any other real property. Each Owner is and shall be entitled to the exclusive ownership and possession of such Owner's Lot, subject to the provisions of this Declaration. All provisions of this Declaration shall be covenants running with the land, every part thereof and every interest therein, including without limitation every Lot. Each Owner and such Owner's heirs, successors, legal representatives and assigns shall be bound by all provisions of this Declaration. The ownership of each Lot shall include, and there shall pass with the title to each Lot as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an Owner of a Lot, including without limitation, the Owner's rights of membership in the POA, the Owner's right to vote on all matters requiring a vote of the Owners pursuant to this Declaration, and the Owner's interest in any funds and assets then held by the POA.

Section 8.2: Membership In The POA. Membership in the POA shall consist exclusively of Declarant (for so long as it owns any portion of the Property) and all Owners. Any person becoming an Owner of a Lot shall automatically become a member of the POA and be subject to the Bylaws. An Owner's membership shall terminate without formal action of the POA whenever such Owner ceases to be an Owner, but such termination shall not relieve any such former Owner from any liability or obligations incurred under or in any way connected with the POA during such period of ownership and membership, or impair any remedies available to the POA. When more than one Owner holds title to a Lot, the Lot's vote on all matters upon which the members of the POA are entitled to vote shall be exercised as a single indivisible vote by the Owners of the Lot as they shall determine among themselves.

Section 8.3: Members' Easements of Enjoyment. Every Member shall have a perpetual and non-exclusive right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) the right of the POA to dedicate, transfer, or grant easements upon all or any part of the Common Property to any governmental, quasi-governmental, or other public agency, authority or utility, for utility purposes for the benefit of the Property and for such other purposes and subject to such other conditions as may be agreed to by the Members. No such dedication, transfer, or easement shall be effective without a sixty-seven (67%) percent affirmative vote of the total Lot votes entitled to vote at a meeting of the Owners duly called by the Board for such purpose;

(b) the right of the POA to impose reasonable rules and regulations for the use and enjoyment of the Common Property and improvements thereon, which regulations may further restrict the use of the Common Property;

(c) the right of the POA, in accordance with its Articles of Incorporation and Bylaws, to borrow money secured by a mortgage against the Common Property for the

purpose of improving the Common Property and facilities thereon. No mortgage of the Common Property shall be effective without a sixty-seven (67%) percent affirmative vote of the total Lot votes entitled to vote at a meeting of the Owners duly called by the Board for such purpose;

(d) the right of the POA to exchange portions of the Common Property with Declarant for substantially equal or comparable areas of the Property for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Property or any other purpose or reason;

(e) the right of the POA to suspend the voting rights of an Owner as described herein; and

(f) the right of the POA to give, sell or lease all or any part of the Common Property, including a leasehold interest, to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members. No such gift, sale or lease shall be effective without a sixty-seven (67%) percent affirmative vote of the total Lot votes entitled to vote at a meeting of the Owners duly called by the Board for such purpose. Every agreement for the performance of labor or the furnishing of materials to the Common Property, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and that the right to file a mechanic's lien or other similar lien by reason of labor performed or material furnished is subordinated to this Declaration and to the lien for Assessments hereunder.

Section 8.4: Title to Common Property. Declarant hereby covenants for itself, its successors and assigns, that it will convey and assign its rights and responsibilities to the easements described in Section 8.3 and convey to the POA fee simple title to those portions of the Common Property that do not lie within the boundaries of any Lot at a time or times of Declarant's choosing, but in no event later than January 1, 2020. The portions of the Common Property conveyed to the POA shall be free from monetary liens but subject to the easements established by this Declaration and/or depicted on the Plats. The POA shall accept the conveyance(s) from Declarant of such Common Property pursuant to this Section. Both before and after Declarant has conveyed the Common Property to the POA, the POA shall maintain the Common Property and improvements thereon, with the right to use Assessments collected from the Owners for such purposes.

Section 8.5: Use of Common Property. Neither Declarant, the POA, its directors and officers, or its Members, shall be liable to any Owner, its lessees and/or guests for any damage or injury which results from the use of the Property or any rule or regulation promulgated pursuant to this Declaration or the By-Laws. The Common Property is for the exclusive use of Declarant, the Members, and its and their families and guests. The POA may enact such rules and regulations as it may deem necessary or desirable to regulate the use of the Common Property, which rules and regulations shall be binding upon all Members, their guests and invitees. Although the POA will be responsible for the general upkeep and maintenance of the Common Property as provided herein, neither the POA nor Declarant shall be liable for any accident or injury thereupon which may be caused by Acts of God, negligence of parties not employed by

the POA or Declarant, or careless or negligent activities of Members or their guests. All Owners agree to hold the POA and Declarant harmless from any such accident or injury. All Members and their guests agree and acknowledge that any use of the Common Property shall be at their own risk, without recourse to the POA or Declarant. Any damage to Common Property caused by an Owner or his family or guests shall be the responsibility of the Owner, and Declarant and/or the POA shall have the right to collect such damages from such Owner. Nothing shall be done or kept on the Common Property which will increase the rate of insurance on the Common Property without the prior consent of the POA or Declarant. No Owner shall permit anything to be done or kept on the Common Property which might result in the cancellation of insurance on any part of the Common Property, which would interfere with rights of other Owners, which would be noxious, harmful or unreasonably offensive to other Owners, or which would violate any governmental statute, ordinance, rule or regulation.

Section 8.6: Leases Of Lots. Any lease agreement between an Owner and a lessee for the lease of such Owner's Lot (including the Dwelling Unit thereon) shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and the Bylaws of the POA, and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of an Owner to lease such Owner's Lot.

**ARTICLE IX:**  
Assessments

Section 9.1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, and Declarant, for each Lot owned by it, is deemed to covenant and agree to pay (a) to the POA: (i) annual Assessments or charges (“Annual Assessments”); (ii) special Assessments for capital improvements (“Special Assessments”); and (iii) special individual Assessments as more particularly described below (“Special Individual Assessments”), such Assessments to be fixed, established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Property, if any; and (ii) a pro rata share of Assessments for public improvements to or for the benefit of a Common Property, if any, together with any late penalties therefor if the POA shall default in the payment of either or both. The Annual Assessments, Special Assessments and Special Individual Assessments, together with interest, costs and reasonable attorneys’ fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each Assessment is made from the date such Assessment is made until the date upon which such Assessment is paid. Each such Assessment, together with interest, costs and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due; provided, that in the case of a Lot that is owned by more than one Owner, regardless of the manner in which title is held, all Owners of the Lot shall be jointly and severally liable for the entire amount of each such Assessment. The personal obligation for the delinquent Assessments shall not pass to such Owner’s successors in title (provided such successors are bona fide third party purchasers for value with no continuing relationship with such Owner) unless expressly assumed by them.

Section 9.2: Purpose of Assessments. Annual Assessments levied by the POA shall be used for the improvement, operation, maintenance, and repair of roads, rights-of-way, drainage ways, lighting, signage, recreational facilities, security, insect control, vegetation control, drainage systems, open space maintenance, common utility services, and other Common Property expenses including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof and third party services, including without limitation legal and accounting charges, and for the maintenance of prudent reserves. Special Assessments and Special Individual Assessments shall be used for the purposes set forth in this Article IX hereof.

Section 9.3: Basis and Computation of Annual Assessments. The Board shall fix the budget and Annual Assessments applicable to the Lots for each calendar year, not less than thirty (30) days in advance of such year, based upon the prior year’s receipts and disbursements, anticipated cost increases or decreases, anticipated extraordinary expense requirements, and anticipated prudent reserves. In all cases, the total Annual Assessment amount shall be prorated on the basis of the total number of Lots. The Annual Assessment for each Lot shall be equal to the total annual budget divided by the total number of Lots (exclusive of Lots owned by Declarant). The Board shall cause the budget and the proposed total of the Annual Assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. Upon the addition of any Lots to the Property, Annual Assessments

shall continue to be equal and the Lots being added to the Property shall thenceforth pay Assessments on an equal basis to those imposed upon Lots previously subject thereto. In such event, the POA's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include Common Expenses and Assessments related to such additional Lots. The budget and the Annual Assessments shall become effective unless disapproved at the annual meeting by the affirmative vote of not less than fifty-one (51%) percent of the Lot votes entitled to vote at such meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and Annual Assessments in effect for the then current year shall be increased at the option of the Board up to one hundred fifteen (115%) percent of the approved Annual Assessment for the previous year, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the POA for the approval of a Special Assessment as provided in Section 9.4 hereof. The Common Expenses to be funded by the Annual Assessments may include, but shall not necessarily be limited to, the following:

- (a) management fees and expenses of administration, including legal and accounting fees;
- (b) utility charges for utilities serving the Common Property and charges for other common services for the Property, including trash collection and security services, if any such services or charges are provided or paid by the POA;
- (c) the cost of any policies of insurance purchased for the benefit of all the Owners and the POA as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Board determines to be in the interests of the POA and the Owners;
- (d) the cost of improvements, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, and the payment of taxes assessed against the Common Property;
- (e) the expenses of the ARB which are not defrayed by Plan review charges;
- (f) ad valorem real and personal property taxes assessed and levied against the Common Property;
- (g) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees;
- (h) the maintenance of entrance ways, landscaping and lighting of the Common Property and any landscaping easements, the lighting of streets (whether

public or private), and the payment of Common Property charges for debris removal, municipal water and sewer services;

(i) such other expenses as may be determined from time to time by the Board to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwelling Units;

(j) the employment of attorneys, accountants, professional management companies, surveyors, engineers and other agents to assist or represent the Association when necessary;

(k) the establishment and maintenance of a normal, prudent, and adequate reserve fund or funds (1) for maintenance, repair, and replacement of those portions of the Common Property which are the responsibility of the POA and which must be maintained, repaired, or replaced on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, as may be authorized from time to time by the Board;

(l) the establishment of a mosquito and insect control program; and

(m) for such other and further items that the Board, in its discretion, deems necessary or desirable.

Section 9.4: Special Assessments. In addition to Annual Assessment, the POA may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any substantial construction or reconstruction, expected repair or replacement of a capital improvement to the Common Property, including the necessary fixtures and personal property related thereto, or additions to the Common Property, or for other reasonable needs of the POA, provided that any such Special Assessments shall first be approved by the affirmative vote of not less than sixty-seven (67%) percent of the Lot votes entitled to vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any such duly approved Special Assessment shall be allocated among Members on the same basis as Annual Assessments.

Section 9.5: Special Individual Assessments. The Board shall have the power to levy a Special Individual Assessment applicable to a particular Lot: (i) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Property, whether occasioned by an act or omission of such Owner, a member of such Owner's family, or such Owner's agents, guests, employees or invitees, and not as a result of ordinary wear and tear; and (ii) for the payment of actual services rendered, fines, penalties or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the POA pursuant to this Declaration or the By-Laws. Upon the establishment of a Special

Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least ten (10) days prior to the date upon which such Special Individual Assessment is due.

Section 9.6: Due Dates. The Annual Assessment shall be due and payable in one annual payment that shall be due on the first day of April of each year. The due dates of any Special Assessments or Special Individual Assessments shall be fixed in the Resolution authorizing such Assessments.

Section 9.7: Proration of Annual Assessments. Each person who becomes a Member of the POA during a year shall pay to the POA a pro rata share of the Annual Assessment attributable to the Lot acquired and due for that year.

Section 9.8: Duties of the Board. The Board shall fix the amount of the Annual Assessment for each Lot and shall maintain a roster of the Owners which shall be kept in the office of the POA and shall be open to inspection by any Owner. Written notice of each Assessment shall be sent to every Owner.

Section 9.9: Effect of Non-payment of Assessment; POA Remedies. Any Annual Assessments, Special Assessment, or Special Individual Assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum or the highest rate allowed by law, whichever is lower. The POA may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the Lot in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs and reasonable attorneys' fees for representation of the POA in such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for an Assessment provided for herein by nonuse of the Common Property or abandonment of such Owner's Lot nor shall damage to or destruction of any Dwelling Unit or other improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein.

Section 9.10: Subordination of the Lien to Mortgages. The liens provided for in this Article IX shall be subordinate to the lien of any Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien or liens provided for in this Article. However, the sale or transfer of any Lot which is subject to a Mortgage, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any Mortgage.

Section 9.11: Exempt Property. The following property interests and entities shall be exempted from assessments, charges and liens created herein:

- (a) The property interests of any governmental, quasi-governmental or private utility company to the extent that such property interests are used by such company to provide utility service within the Property generally;

- (b) All property interests of any local public authority to the extent that such interests are devoted to public use generally and do not adversely affect an Owner's use of its Lot;
- (c) All Common Property; and
- (d) All Lots or property owned by Declarant. (See Section 9.12 regarding Declarant subsidization and Declarant assessments applicable after that date.)

Section 9.12: Declarant Subsidization. So long as Declarant shall be a Class B Member, Declarant agrees to pay to the POA the difference between the costs and expenses incurred by the POA and the amounts levied against the Members subject to Assessments. Such subsidy shall not extend to Assessments levied against, but not collected from, Members. At such time as Declarant's Class B membership shall cease, Declarant's Lots will no longer be exempt from Assessments, and shall thereupon become subject to all Annual Assessments and Special Assessments. This Section 9.12 may not be amended without the written consent of Declarant in its sole discretion.

Section 9.13: Reserves for Replacement. The Board shall establish and maintain an adequate reserve fund from Assessments collected from Owners for the periodic maintenance, repair, and replacement of improvements to the Common Property which the POA is obligated to maintain. The fund shall be funded out of regular Annual Assessments and shall include sufficient funds to cover deductibles for insurance policies held by the POA.

Section 9.14: Assessment Rolls and Certificates. The budget and record of payment of all Assessments shall be set forth upon a roll of the Lots which shall be available from the Board for inspection at all reasonable times by Owners. Such rolls shall indicate for each Lot the name and address of the Owner(s), the Assessments, and the amounts paid and unpaid of all Assessments. The POA shall, upon demand and for a reasonable charge, furnish a Certificate signed by an officer of the POA setting forth whether or not the Assessments upon a specified Lot have been paid, the amount (if any) so paid, and the amount (if any) that is due and unpaid. A properly executed Certificate of the POA as to the status of Assessments on a Lot shall be binding upon the POA against any third party (but not the affected Owner) as of the date of its issuance.

**ARTICLE X:**  
Functions of the POA

Section 10.1: POA. The POA, its successors and assigns, shall be the authorized and ratified agent of the Owners with respect to the functions specified herein, and a third party beneficiary under this Declaration. The POA and its successors and assigns shall have the standing and authority at law or in equity to carry out and enforce this Declaration.

Section 10.2: Limitation on Duties and Obligations. The POA shall carry out and effectuate the functions and services specified or reasonably implied in this Declaration; provided, that the functions and services to be carried out or effectuated by the POA at any particular time shall be determined by the Board with due consideration given to the amount of reserves and revenues available to the POA, and the relative demands upon the resources which the POA can utilize to maintain Common Property and to increase the use and enjoyment of the Property as a whole. The POA shall not be obligated to incur debt or deficits of expenditures over revenues in order to carry out its monetary function. Neither the POA nor its directors or officers shall be liable to any Owner, its tenants, guests, or invitees for any damage or injury which results from any rule or regulation promulgated pursuant to this Declaration.

Section 10.3: Powers of the POA. The POA shall have and may exercise any and all rights or privileges expressly granted by this Declaration or otherwise available to it at law or in equity, and shall have and may exercise every other right, privilege, power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to acquire use of or purchase necessary property, equipment or facilities; employ or engage personnel; obtain and pay for legal, accounting and other professional services as may be necessary or desirable; and to perform any function by, through, or under contractual arrangements, licenses or other arrangements with any governmental or private entity as may be necessary or desirable.

Section 10.4: Ownership and Maintenance of Common Property. The POA shall be authorized to own and maintain the Common Property, equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or park-ways throughout the Property, if any, that are not dedicated and transferred to Beaufort County or the State of South Carolina;
- (b) for sidewalks, walking paths or trails, and golf related common areas, if any, throughout the Property;
- (c) for providing any of the services which the POA is authorized to offer hereunder;
- (d) for insect and forest fire control within the Property;
- (e) for drainage and irrigation facilities serving the Property; and

- (f) for management of the lake system within and abutting the Property.

Section 10.5: Authorized Services. The POA shall be authorized but not required to provide the following services:

- (a) cleanup and maintenance of all Dwelling Unit exteriors, Lots, roads, roadways, and parkways, to the extent deemed necessary or desirable in the judgment of the Board to supplement the service provided by the State and local government, if applicable, and cleanup and maintenance of other Common Property, as well as any public properties which are located within the Property or reasonable proximity to the Property such that their deterioration would affect the appearance or use of the Property as a whole;
- (b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Property;
- (c) lighting of roads, sidewalks and walking paths throughout the Property;
- (d) security functions, including but not limited to, security gates, security personnel, maintenance of electronic and other security alarm devices and control centers for the protection of persons and property within the Property;
- (e) insect and pest control to the extent deemed necessary or desirable in the judgment of the Board to supplement any such service as may be provided by the state and local governments;
- (f) the services necessary or desirable in the judgment of the Board to carry out the POA's obligations and business under the terms of this Declaration;
- (g) enforcement of all covenants and restrictions affecting the Property and performance of the functions or services delegated to the POA herein;
- (h) administration of the ARB in the event that the POA is designated by Declarant as the agent of Declarant for such purpose;
- (i) construction of improvements on Common Property for such purposes or may be required to provide authorized services;
- (j) provision of administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of activities, notice of meetings, referendums, etc., incident to any of the foregoing services.

Section 10.6: Mortgage and Pledge. The Board shall have the power and authority to borrow money for use by the POA, and/or to pledge the revenues of the POA as security for loans to the POA, provided that such loans shall be used by the POA in performing its authorized

functions. Declarant may, but shall not be obligated to, make loans to the POA, subject to approval by Declarant of the use to which such loan proceeds will be put and the method by which such loans will be repaid and subject to such terms and conditions as shall be specified by Declarant. Notwithstanding anything in this Declaration to the contrary, the POA shall not reduce the Annual Assessments during the pendency of any loans made by Declarant to the POA. Notwithstanding anything in this Declaration to the contrary, no mortgage shall be granted upon any of the Common Property unless first approved by a sixty-seven (67%) percent affirmative vote of the total Lot votes entitled to vote at a meeting of the Owners duly called by the Board for such purpose;

Section 10.7: Information. The POA shall make available to Owners and Mortgagees for review and inspection, upon request, current copies of the Declaration, By-Laws, other rules and regulations relating to the Property, and the books, records and financial statements of the POA.

Section 10.8: Insurance Requirements. The POA shall at all times maintain in full force and effect, as a Common Expense and with such reasonable terms, conditions and deductibles as the Board shall from time to time specify, including without limitation thirty (30) days' prior written notice of any cancellation or material modification thereof, the following insurance and fidelity bond coverages:

(a) Hazard Insurance. Fire, casualty and hazard insurance that shall protect the Common Property against loss or damage by fire, casualty and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar structures, including those covered by the standard "all risk" endorsement, and shall likewise include, but shall not necessarily be limited to, the following coverage:

(1) Required Coverage. Full replacement value coverage for all of the Common Property, except for those portions that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the Common Property, as well as personal property and supplies of the POA, shall be covered.

(2) Special Endorsements. The insurance coverage herein required shall include Agreed Amount, Replacement Cost, and Inflation Guard Endorsements when they can be reasonably obtained. Construction code endorsements such as Demolition Costs Endorsements, Contingent Liability from operation of Building Laws Endorsements and Increased Cost of Construction Endorsements shall be required when reasonably obtainable.

(b) Flood Insurance. "Master" or "blanket" flood insurance upon any permanent improvements within the Common Property that are located within a flood hazard zone (as defined by the Federal Emergency Management Agency), in

the amount of the lesser of (1) the full replacement value of all insurable improvements located within the flood plain, or (2) the maximum coverage available for the property under the National Flood Insurance Program.

(c) Liability Insurance. Comprehensive general liability insurance coverage with respect to all areas comprising the Common Property and all activities of the POA, with such terms, provisions, amounts and deductibles as the Board shall reasonably determine from time to time, including without limitation:

- (1) bodily injury and property damage that results from the operation, maintenance, and/or use of the Common Property, and any facilities thereon; and
- (2) any legal liability that results from lawsuits related to employment contracts in which the POA is a party.

(d) Fidelity Bonds. Blanket fidelity bonds for officers, directors, or anyone who either handles or is responsible for funds held or administered by the POA, whether or not that person receives compensation for services rendered. The Board shall require any management agent that handles funds for the POA to be covered by its own fidelity bond. Any such fidelity bond shall cover the maximum funds that will be in the custody of the POA or its management agent at any time while the bond is in force and shall be in an amount as determined by the Board each year. All other bonds maintained by the POA shall name the POA as an obligee, and shall include a provision that requires ten (10) days' prior written notice to the POA of any proposed cancellation or substantially modification thereof.

Section 10.9: Indemnification. Except where prohibited by law, the POA shall indemnify and hold harmless every POA officer and director and every member of the ARB, including attorneys' fees reasonably incurred by or imposed upon such officer, director, or ARB member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the Board) to which such officer, director or ARB member may be made a party by reason of being or having been an officer, director, or ARB member, whether or not such person holds such position at the time such expenses are incurred. Except where required by law, the officers, directors or ARB members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or ARB member in the performance of the duties attendant to such position, except for willful or intentional misfeasance or malfeasance. The officers, directors and ARB members shall have no personal liability with respect to any POA contract or other commitment (except to the extent that such officers or directors may also be members of the POA), and the POA shall indemnify and forever hold each such officer, director and/or ARB member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any current or former officer, director, or ARB member may be entitled. In the event of conflict between this Section and the provisions regarding indemnification contained

in the South Carolina Non-Profit Act of 1994, the provisions of said Statute shall control. The POA shall, as a common expense, maintain, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in this Section.

**ARTICLE XI:**  
Rules and Regulations

Section 11.1: Establishment of Rules and Regulations. Subject to the provisions hereof, the POA may establish and publish reasonable rules and regulations concerning the use of Lots, easement areas, Open Space, the Common Property, and any facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the POA to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, unless and until specifically overruled, cancelled or modified by the Board or by majority vote of all Lots entitled to vote at a duly called regular or special meeting of the Owners, duly called for such purpose.

Section 11.2: Authority and Enforcement. Subject to the provisions of Section 11.3 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board shall have the power on behalf of the POA to take any one or more of the following actions:

- (a) impose reasonable monetary fines on the Owner guilty of such violation which shall also constitute a Special Individual Assessment against the Lot of such Owner;
- (b) suspend an Owner's right to vote in the POA for a period not to exceed sixty (60) consecutive days; and
- (c) suspend an Owner's right to use the recreation areas, or any Common Property other than the right of ingress and egress to and from such Owner's Lot.

Section 11.3: Procedure. Except with respect to the failure to pay Assessments, the Board shall not impose a fine, suspend the voting rights, or infringe upon or suspend any other rights of an Owner for violations of the Declaration, the By-Laws, or any rules and regulations of the POA, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
  - (1) the alleged violation;
  - (2) the action required to abate the violation; and
  - (3) a time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the POA may result in the imposition of sanctions after notice and hearing.

(b) If the violation continues past the period allowed in the demand notice for abatement, or if the same violation subsequently occurs within twelve (12) months following any such demand, the Board may serve such person with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (1) the nature of the alleged violation;
- (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; and
- (3) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf.

(c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the Owner responsible for such violation a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivers such notice. The notice requirement shall be deemed satisfied if the subject Owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

**PART FOUR  
GENERAL PROVISIONS**

**ARTICLE XII:  
General Rights Reserved and Granted**

Section 12.1: Easements Retained by Declarant.

(a) Declarant reserves unto itself, its successors, assigns and licensees, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property, other than the Lots therein, to erect, maintain, and use electric, telephone and cable television, wires, cables, conduits, pipes, drainage ways, sewers, wells, pumping stations, tanks, water effluent and irrigation mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of the Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration by Declarant, or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the ARB and which has been approved in writing by the ARB.

(b) Declarant further reserves unto itself, its successors, assigns and licensees, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use wires, cables, conduits, pipes, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable, telephone, gas, sewer, water or other private or public conveniences or utilities, on, in or over the rear (street side) twenty (20') feet of each Lot, and ten (10') feet along all sides of each Lot and such other areas as are shown on the applicable recorded plats. Such easement shall include the right in favor of Declarant to cut, at its own expense, drain ways for surface water wherever and whenever such action may appear to Declarant to be necessary or desirable in order to maintain reasonable standards of health, safety and appearance within such area as shall be seven and one half (7.5') feet in width along each side lot line and fifteen (15') feet in width along each rear lot line or within such other additional areas as may be set forth and designated as such upon any recorded plats of any portion of the Property.

(c) The easements and rights granted and reserved in this Section 12.1 shall expressly include the right to cut any trees, bushes or shrubbery, grade any soils, and take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to a Lot resulting from any such utility installation shall be repaired by Declarant and the Lot shall be returned to a

condition reasonably comparable to that which existed prior to such utility installation.

(d) Declarant reserves unto itself, its successors, assigns and licensees, a perpetual, alienable and releasable easement and right upon, over, and under the Property to dispense pesticides and take other action which in the opinion of Declarant may be reasonably necessary or desirable to control insects and pests, to cut fire breaks, and to conduct other activities which in the opinion of Declarant are necessary or desirable to control fires on the Property.

(e) Declarant further reserves to itself, its successors, assigns and licensees, the right to locate wells, pumping stations, siltation basins and tanks, and/or spray treated effluent within the Property on any unsubdivided land, in any Common Property or Open Space, or on any lands designated for such use on any recorded plat of the Property, or to locate the same upon any Lot with the permission of the Owner thereof. In no event shall any of the foregoing provisions be deemed to obligate Declarant to provide or maintain any such utility or service.

(f) Such rights may be exercised by any licensee of Declarant or may be delegated to the POA, but this reservation shall impose no responsibility upon Declarant to construct or maintain any such utility or service. Declarant expressly reserves the right to transfer said utilities and utility easements, in whole or in part, to another entity, whether public or private, which undertakes to provide such utility service.

(g) Declarant further specifically reserves the right and license to use any of the Common Property and POA amenities for itself, its guests and invitees without being subject to any membership or user fees until the earlier of (1) the date that Declarant ceases to own any Lots; or (2) eighteen (18) months after the date of the final conveyance of all Common Property to the POA pursuant to Section 8.4 hereof. Said use may include, but made limited to use of the facilities by prospective purchasers, realtors or referrers; and any other use which may promote the Property in a constructive and positive manner. The foregoing right and license shall be for the express purpose of providing Declarant the ability to maintain reasonable marketing and sales activities for its original Lot inventory.

Section 12.2: Ingress and Egress: Roadways. Each Owner, in accepting title to its Lot, waives all rights of uncontrolled and unlimited egress and ingress to and from such Lot (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owner) and agrees that such ingress and egress to and from its Lot may be limited to the roads built within the Property. No implied reciprocal equitable servitude or easement shall arise with respect to any portions of the Property retained by Declarant.

Section 12.3: Additional Covenants. Declarant expressly reserves the right to impose additional restrictive and protective covenants upon the the Property, provided that the same are not inconsistent with and do not lower the standards of the restrictions set forth herein. Any

additional covenants shall become effective only upon those portions of the Property transferred by Declarant simultaneously with or subsequent to the imposition of said covenants and shall be made effective upon said Property by reference to said additional or amended provisions in the deed transferring said Property.

Section 12.4: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming any right, title or interest therein for a period of forty (40) years from the date hereof; provided that, notwithstanding the foregoing, all perpetual easements granted and reserved in this Declaration shall be permanent in duration. After the initial forty (40) year period of duration, the covenants, restrictions and affirmative obligations set forth herein shall be automatically extended for successive periods of ten (10) years, unless an instrument amending the same shall be executed and recorded by the Owners of not less than sixty-seven (67%) percent of the Lots.

Section 12.5: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions or provisions contained in this Declaration by an Owner, its agents, tenants, guests, successors or assigns, Declarant shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, Declarant, its successors and assigns shall have the right, but not the obligation, whenever there shall have been built on said Property any structure which is in violation of these restrictions, to enter upon said Property where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any, such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. Upon the creation and activation of the POA pursuant to Part Four hereof, the rights and powers of Declarant under this Section shall automatically be assigned to and vest concurrently in the POA, and Declarant and the POA shall henceforth have concurrent and independent rights of enforcement as provided herein.

Section 12.6: Declarant Approval. Whenever any matter shall require the approval or consent of Declarant hereunder, or any other action or decision on behalf of Declarant, the vote of Declarant shall control in the event of any dispute.

Section 12.7: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George W. Bush and the original Owners of Lots in the Property.

Section 12.8: Modifications and Additions. Declarant may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained herein, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

Section 12.9: Assignment. Declarant reserves the right to assign, in whole or in part, to its successor-in-title to any portion of the Property as a successor Declarant, or to the POA any of the rights reserved in this Declaration. Such assignment shall be in writing and shall be effective upon delivery.

Section 12.10: Use of Trademark. Each owner, by acceptance of a deed to any lands, tenements or hereditaments within the Property hereby acknowledges that "Blue Gray Estates," "Blue Gray Estates POA," and designs are service marks and trademarks of Declarant. Each Owner agrees to refrain from misappropriating or infringing upon these service marks or trademarks.

Section 12.11: Declarant Repurchase Right. Any Lot conveyed by Declarant to an Owner by deed dated subsequent to May 1, 2004, shall be subject to the following re-purchase right. Such Owner, its heirs, successors and assigns, as the case may be, shall notify Declarant in writing at such time as Purchaser shall elect to sell such Lot. The Owner and Declarant shall have a period of ten (10) days after Declarant receives such notice in which to arrive at a mutually agreeable sales price for the Lot. In the event that the Owner and Declarant fail to agree upon a price, then the Owner and Declarant shall mutually agree on and appoint within the next succeeding ten (10) days a person expert in determining the value of similar real property in the immediate geographic area (the "Appraiser") to determine the fair market value of the Lot (including improvements, if any, thereon). The Appraiser shall provide a written report to both parties of its determination of the fair market value of the Lot within thirty (30) days of appointment and such determination shall be binding on the Owner and Declarant. The cost of the Appraiser shall be shared equally by the Owner and Declarant. If the Owner and Declarant cannot agree on a single Appraiser within the ten (10) day appointment period, then they shall each appoint an Appraiser within ten (10) days thereafter at their respective expense; provided, that should either party fail to appoint an Appraiser within such time, the conclusion of the Appraiser appointed by the other party shall be conclusive. The Appraisers shall provide written reports to both parties of their respective determinations of the fair market value of the Lot (and improvements, if any) within thirty (30) days of appointment. If the two (2) Appraisers' determinations of the Lot's fair market value differ by less than 10% (the lowest value to be the base for computing the percentage of difference) then the Lot's fair market value shall be the arithmetic mean of the two. If they differ by more than 10%, then within ten (10) days following the issuance of their reports, the two Appraisers shall appoint a third Appraiser (the cost of which shall be shared equally by the Owner and Declarant) and within thirty (30) days following such appointment, the third Appraiser shall pick one of the determinations previously prepared by the two Appraisers. Such determination shall be conclusive and binding upon the Owner and Declarant for purposes of calculating the Lot's fair market value. Declarant shall then have a period of thirty (30) days thereafter in which to notify the Owner in writing of its decision to re-purchase or not to re-purchase the Lot. In the event that Declarant elects to re-purchase the Lot,

the closing of such re-purchase shall take place on the date agreed upon by the Owner and Declarant, but not later than sixty (60) days following Declarant's notice of exercise of its right to re-purchase.

**ARTICLE XIII:**  
Amendments

Section 13.1: Amendments. Declarant specifically reserves to itself, its successors and assigns, the right to amend this Declaration or any portion thereof, on its own motion, for a period of ten (10) years from the date hereof to correct typographical errors, to make editorial corrections, or to eliminate scrivener's errors, provided however that the voting power of existing Members is not diluted thereby, nor the amounts of Assessments of such existing Members raised or changed in any manner which would adversely affect such Members. As to other types of proposed amendments and all proposed amendments after the initial ten (10) year period, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to the vote of the Members at a duly called meeting of the POA for which notice of the proposed amendment has been given to the Members in the official Notice for the meeting, subject to the quorum requirements set forth above, and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the POA shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the POA at which such, amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Provided, however, that no amendment to this Declaration may be made which has the effect of diluting any of the reserved rights of Declarant without the written consent of Declarant.

**ARTICLE XIV:**  
Notice

Section 14.1: How Notice Given. Any notice required to be sent to any owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the Owner maintained on the records of the POA on the first day of the calendar month in which said notice is mailed.

Section 14.2: Notice to Co--Owners. Notice to one (1) of two (2) or more co-owner of a Residential Lot or Dwelling Unit shall constitute notice to all co-owners.

Section 14.3: Notice of Address or Ownership Change. It shall be the obligation of every Member or Owner to immediately notify the Secretary of the POA in writing of any change of address. Any person who becomes an Owner or Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title.

**ARTICLE XV**  
Mortgagee Protection

Section 15.1: General Provisions. This Article XV establishes certain standards and covenants for the benefit of Mortgagees. Wherever the approval or consent of a specified percentage of Mortgagees is required herein, it shall mean the approval or consent of Mortgagees holding Mortgages on a Majority of the Lots.

Section 15.2: Rights to Examine Books and Records. Any Mortgagee shall have the right to examine, during normal business hours and upon reasonable notice, the books, records, and financial statements of the POA, and to be furnished, upon written request, at least one copy of the annual financial statement and report of the POA, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year.

Section 15.3: Mortgagee's Rights to Notice. Any Mortgagee that has notified the POA in writing of its name and address and that it holds a Mortgage upon a Lot shall have the right to receive from the POA prompt written notice of the following:

- (a) Default hereunder by an Owner which remains uncured for a period of sixty (60) days;
- (b) Any loss or damage to or condemnation or taking of all or any portion of the Common Property;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the POA;
- (d) Any proposed action by the POA, the Board, or the Owners, which under the terms hereof requires the consent of all or any portion of the Mortgagees.

The failure of any Mortgagee to respond within thirty (30) days to any written request of the POA, sent by registered or certified mail, return receipt requested, for approval of an addition or amendment to this Declaration, whenever Mortgagee approval is required, shall irrevocably constitute an implied approval by that Mortgagee of the proposed addition or amendment.

Section 15.4: Consent and Notice Required. Notwithstanding any other provision of this Declaration, no amendment of any material provision of this Declaration described in this Section 15.4 shall be effective without notice to all Mortgagees, as required by Section 15.3, and the written approval of at least fifty percent (50%) of the Mortgagees (or any greater percentage required by the terms of this Declaration). A change to any of the following items will be considered material:

- (a) Voting rights;
- (b) Increases in Annual Assessments that raise the previously assessed amount by more than fifty percent (50%);

- (c) Responsibility for maintenance and repairs of the Common Property;
- (d) Reallocation of any proportionate responsibility for Assessments among Lots, other than as contemplated herein;
- (e) The elimination of or material adverse modifications to any insurance coverages or fidelity bonds;
- (f) The imposition of any restrictions on an Owner's right to sell or transfer its Lot, other than as provided herein;
- (g) The restoration or repair of the Common Property after casualty damage or partial condemnation in a manner other than that specified herein;
- (h) Any termination of this Declaration after occurrence of substantial destruction or condemnation to any Lots or any portion of the Common Property;
- (i) Any provision that expressly benefits or burdens the Mortgagees.

Section 15.5: Enforcement. The provisions of this Article XV are for the benefit of all Mortgagees and their successors, and may be enforced by any of them by any available means at law or in equity.

**ARTICLE XVI:**  
Enforcement, Severability and Interpretation

Section 16.1: Enforcement by an Owner. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner, Declarant the ARB, or any Owner, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, provided however that the right of Declarant thereunder shall not be construed to impose any obligation on Declarant for enforcement.

Section 16.2: Enforcement by the POA. In addition to the foregoing, the POA shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The POA may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant or POA may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce this Declaration. Violators shall be obligated to reimburse the POA in full for all its direct and indirect costs, including but not limited to legal fees incurred by the POA in maintaining compliance with this Declaration in the event the POA prevails in such proceedings.

Section 16.3: Enforcement by Declarant. In addition to the foregoing, Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. No failure of Declarant to exercise or enforce and no delay in exercising or enforcing any right, power or privilege under this Declaration shall operate as a waiver thereof; nor shall any single or partial exercise and any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. Violators shall be obligated to reimburse Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Declarant in maintaining compliance with this Declaration in the event Declarant prevails in such proceedings.

Section 16.4: Against Whom Enforced. The obligations and benefits prescribed by this Declaration shall run with the Property and shall be enforceable against Declarant, its successors or assigns, the POA, and against any Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 16.5: Litigation. Notwithstanding the provisions of Section 16.9, no judicial or administrative proceeding shall be commenced or prosecuted by the POA unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles or the By-Laws to the contrary, the POA shall not bring or prosecute any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the POA. This Section shall not apply, however, to (a) actions brought by the POA to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and

collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the POA in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is, instituted against Declarant, then the POA shall assess all members, other than the Declarant, for the costs of claim or litigation, including, without limitation, attorneys' fees incurred, and funds from regular assessments shall not be used for any such claim or litigation.

Section 16.6: Means of Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by this Declaration.

Section 16.7: Severability. Should any Covenant or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase, or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 16.8: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of Declarant as expressed in the recitals of this Declaration, and which will preserve the Property as a site for a high amenity, attractive, well maintained, privately-governed residential community. Contrary to the restrictive common law rule of construction, this Declaration shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is Declarant's intent, and all Owners who take subject to this Declaration, do covenant and agree, and are thereby estopped to deny, that any reserved right or function of Declarant and/or POA, and any other covenant condition, restriction or obligation within this Declaration is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 16.9: Authorized Action. All action which the POA is allowed to take hereunder shall be authorized actions of the POA if approved by the Board in the manner provided for in the By-Laws, unless the terms of this Declaration provide otherwise.

Section 16.10: Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 16.11: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other-provisions of this Declaration.

Section 16.12: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 16.13: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY DECLARANT OR POA PURSUANT TO THIS DECLARATION SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER.



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

ALL that certain piece, parcel, or tract of land, situate, lying and being on Gibbes Island, Beaufort County, South Carolina, as shown as Phase I on a plat consisting of three (3) sheets dated January 19, 1999, revised August 7, 2000, and revised October 10, 2000, entitled "Plat Showing Phase 1 Secession Golf Club Residential Tract" by Gasque & Associates, Inc., certified by David E. Gasque, SCRLS No. 10506. For a more complete description as to metes, bounds, and, distances, reference may be craved to said plat which is duly indexed and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 76 at Page 110.

INCLUDING, WITHOUT LIMITATION, Lots C-1 through C-37, inclusive, as shown on that plat of survey recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 78 at Pages 42-44, and all property shown on that certain plat entitled "Plat Showing Secession Golf Club Residential Tract Phase III" by Gasque & Associates recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 101 at Pages 76 and 77.



July 7, 2023

Darrin Helfrick  
Secession Golf Club Inc  
100 Islands Causeway  
Beaufort, SC 29907

RE: 144 Secession Drive, Beaufort County  
NPDES Coverage Number: SCR10ZD9Z

Dear Darrin Helfrick:

The Department of Health and Environmental Control (Department or DHEC) has approved the Stormwater Pollution Prevention Plan (SWPPP) for the referenced project on **July 7, 2023 WITHOUT REVIEW**. Based on your submission of the Notice of Intent (NOI) and in accordance with the NPDES General Permit for Stormwater Discharges from Construction Activities (CGP), this project has been granted coverage under the CGP. This project's general permit coverage number is **SCR10ZD9Z**. The total disturbed area for this site is **1.4 acres**.

**Additional sets of final plans must be provided to the Department so that stamped, final plans are available for use on site, as required by the CGP.**

See attached DHEC Office of Ocean and Coastal Resource Management (DHEC-OCRM) certification dated April 17, 2023 for additional conditions related to the Coastal Zone Consistency determination.

The CGP can be downloaded at the following website: <http://www.scdhec.gov/Environment/docs/CGP-permit.pdf> or you may request a copy from us via email ([stormwatercgp@dhec.sc.gov](mailto:stormwatercgp@dhec.sc.gov)). You are responsible for ensuring your contractor(s) complies with the approved SWPPP and the minimum requirements of the CGP. Also, you are responsible for overall compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act), SC Pollution Control Act, and the Federal Clean Water Act (CWA). Failure to comply with the approved SWPPP or applicable statutes and regulations may result in enforcement actions.

You must notify the local DHEC EA office prior to starting any land-disturbing activity. The address and telephone number are as follows:

Lowcountry EA Beaufort  
104 Parker Drive  
Beaufort, SC 29906  
843-846-1030

Inspections of this site must be performed by qualified personnel as described in Section 4.2.E of the CGP.

You should be aware that this approval is only applicable for the SWPPP that was submitted for this project. Any additional construction or land disturbing activity beyond the scope of the approved plans is not authorized. Any future work for this project not shown on the stamped, approved plans will require that you

submit another site plan for review and approval. All major modifications require review and approval by the Department. Minor modifications to the approved SWPPP may be made by the SWPPP preparer and do not require review and approval by the Department; these changes should be signed and dated by the SWPPP preparer. If you have a question about whether a modification is major or minor, contact the Coastal Stormwater Permitting Section at (843) 953-0200.

A copy of the stamped, approved SWPPP (including a copy of the CGP, contractor certifications, inspection records, rainfall data, etc.), NOI, and CGP coverage letter from DHEC must be retained and available at the construction site (or accessible within 30 minutes during normal business hours) from the date of commencement of construction activities to the date of final stabilization. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction site.

All contractors who will conduct land-disturbing activities at the site must complete a Contractor Certification Form. You are also responsible for listing all contractors in the SWPPP and for holding a pre-construction conference with each contractor before they can conduct land-disturbing activity at the site.

The Department may conduct periodic inspections of your site. Any violations found during these inspections may result in enforcement action.

This NPDES coverage should be terminated by the permittee when the conditions listed in Section 5.1 of the CGP have been met. You must submit a Notice of Termination (NOT) to cancel your NPDES coverage under the CGP. Please see section 5.1 of the CGP for additional information required to be submitted with the NOT.

You are responsible for obtaining any other federal, state, or local permit that may be required for this project. In particular, any permits through the U.S. Army Corps of Engineers for the placement of fill material in Waters of the United States. Please note we have not sent a copy of this letter to any county or city building official. You must send a copy of this letter to these agencies, if necessary.

***If material excavated during construction activities leaves the site, a mine operating permit may be needed. You are responsible for contacting the Mining and Reclamation Section to determine if a mining permit is required for the site. The Mining and Reclamation Section can be reached at (803)898-1362 or via e-mail at [AskMines@dhec.sc.gov](mailto:AskMines@dhec.sc.gov).***

Please see the enclosed "Guide to Board Review" document for information about the procedures for appealing this NPDES coverage.

If you have any questions or cannot access the referenced websites, please call me at 843-953-1594.

Sincerely,

Mallory Ware  
Coastal Stormwater Permitting Section

EC: Frank Bullard, Planning & Development, P.C.  
Tabitha Ingram, Lowcountry EA Beaufort



**NOTICE OF INTENT (NOI)**  
**For Coverage(s) of Primary Permittees**  
**Under South Carolina NPDES General Permit**  
**For Stormwater Discharges From Construction Activities SCR100000**  
(Maintain As Part of On-Site SWPPP)

**For Official Use Only**

File Number: \_\_\_\_\_  
Permit Number: **SCR10** \_\_\_\_\_  
Submittal Package Complete: \_\_\_\_\_



DAM SAFETY AND STORMWATER PERMITTING  
DIVISION  
CONSTRUCTION STORMWATER PERMITTING  
APPROVED - FOR CONSTRUCTION ONLY

Submission of this Notice of Intent constitutes notice that the Applicant identified in Section II intends to be authorized as a Primary Permittee in the state of South Carolina under NPDES General Permit SCR1000000. Fees required for review and NPDES coverage of each application type are as listed on page 2 of the Instructions.

DHEC Permit # **SCR10ZD9Z**  
Date Issued **07/07/2023**  
Reviewer \_\_\_\_\_

Issued Without Review

Date: April 18, 2023  
Project/Site Name: 144 Secession Drive County: Beaufort  
(Modification or Change of Information Only) Prior Approved NPDES Permit or File Number: \_\_\_\_\_

Do you want this project to be considered for the Expedited Review Program (ERP)?  Yes or  No (See instructions)

MD-004

**I. Notice of Intent (NOI) Application Type(s)**

- A. **Project (Application/Review) Type(s)** (Select **ALL** that apply):  
 New Project (Initial Notification) Ongoing Project:  Permitted or  Un-Permitted  
 Late Notification  Low Impact Development (LID) or Project Design Above Regulatory Requirements  
 New Owner/Operator or Company Name Change (see instructions, attach Form A (Transfer of Ownership))  
 Major Modification: (see instructions, attach Form B (Major Modifications))  
 MS4 Project Review  
 Ocean and Coastal Resource Management (OCRM) Review  
 Change of Information/Other (Specify): \_\_\_\_\_
- B. If Applicable, identify the entity designated as **MS4 Reviewer and MS4 Operator** (i.e., Lexington County, City of Greer, etc.): **MS4 Reviewer** \_\_\_\_\_ **MS4 Operator** \_\_\_\_\_

**II. Primary Permittee Information**

Person or  Company If a Company, are you a  Lending Institution or  Government Entity?  
Company EIN (if applicable): EIN \_\_\_\_\_

- A. **Primary Permittee Name:** Darrin Helfrick / Secession Golf Club, Inc.  
Mailing Address: 100 Islands Causeway City: Beaufort State: SC Zip: 29907  
Phone: (843)522-4600 Fax: \_\_\_\_\_ Email Address: info@secessiongolf.com
- B. **Contact /ODSA Name** (If different from above OR if owner is a company): Same as above  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_
- C. **Property Owner Name** (If different from above): Same as above  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

**III. Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) Preparer Information**  Change of Information

- A. **C-SWPPP Preparer Name:** Frank L. Bullard, P.E.  
B. **Registered Professional**  Engineer  Landscape Architect  Tier B Land Surveyor **S. C. Registration #:** 34254  
C. **Company/Firm Name:** \_\_\_\_\_ **S. C. COA #:** CO6340  
Mailing Address: PO Box 1233 City: Beaufort State: SC Zip: 29901  
Phone: (706)319-4434 Fax: \_\_\_\_\_ Email Address: rett@pdpc.net

**IV. Project/Site Information**

- A. **Type of Construction Activity(ies)** (Select **ALL** that apply):  
 Commercial  Industrial  Institutional  Mass Grading  Linear  Utility/Infrastructure  
 Residential: Single-family  Residential: Multi-family  Multi-use (Commercial & Residential)  
 Site Preparation (No New Impervious Area)  Other (Specify) \_\_\_\_\_
- B. **Site Address/Location** (street address, nearest intersection, etc.) #144 Secession Drive  
City/Town (If in limits): Beaufort Zip Code: 29907  
Latitude: 32 ° 23 ' 22 " N Longitude: - 80 ° 39 ' 34 " W (Source):  GPS  Web Site: Google Earth  
**Tax Map Number (s)** (List all): R123-018-000-0468-0000, R123-018-000-0469-0000, & R123-018-000-0470-0000

- C. Is this site located on **Indian Land**?  Yes  No
- D. **Proposed Start Date:** 04-01-2023 **Proposed Completion Date:** 04-01-2024
- E. **Disturbed Area** (nearest tenth of an acre): 1.4 **Total Area** (acres): 1.4
- F. **Modification Only:** (nearest tenth of an acre): Disturbed Area: Current (Approved) Area: \_\_\_\_\_  
**Disturbed Area Change (Increase Only): \_\_\_\_\_ Total Disturbed Area (After Change): \_\_\_\_\_**
- G. Is this project part of a **Larger Common Plan for Development or Sale (LCP)**?  Yes  No  
**LCP/ Overall Development Name:** \_\_\_\_\_ Check here if this is the **First Phase.**   
**Previous State Permit/File Number:** \_\_\_\_\_ **Previous NPDES Coverage Number:** SCR10
- H. Any **Flooding Problems** exist downstream of or adjacent to this site?  Yes  No (If yes, provide detailed description of flooding problems and applicable floodway/flood zone information in the C-SWPPP).
- I. Active **S.C. DHEC Warning Notice, Notice to Comply or Notice of Violation** for this site or LCP?  Yes  No
- J. List Relevant **State and Federal Environmental Permits or Approvals** applied for or obtained for this site (e.g., **RCRA, USACOE, Nationwide**, etc.). **If None, list None.**  
None
- K. **Any Waiver(s)/Variances/Exceptions Requested for this Project?** (If yes, identify below and include **Waiver Request and Justifications** in the C-SWPPP for each proposed request).
- |  |                           |
|--|---------------------------|
| 1. Small Construction Activity Waiver(s) From NPDES permitting (Section 1.4 & Appendix B)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, Identify requested waiver: <input type="checkbox"/> Rainfall Erosivity Waiver <input type="checkbox"/> TMDL Waiver <input type="checkbox"/> Equivalent Analysis Waiver |                           |
| 2. Detention Waiver (72-302(B))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | 3. Other (Specify): _____ |

**V. Waterbody Information** (Attach additional sheet(s) as needed)  **Change of Information**

A. **Receiving Waterbody(s) (RWB) Information** (List the nearest and next nearest receiving waterbodies to which the sites stormwater discharges will drain. If stormwater discharges drain to multiple waterbodies, list all such waterbodies).

1. Name of Receiving Waterbodies (RWB)	2. Distance to RWB (feet)	3. Classification of RWB
a. Nearest: <u>Tributary to Beaufort River</u>	920	N/a
b. Next Nearest: <u>Beaufort River</u>	2,740	N/A
c. Coastal Zone ONLY: Coastal Receiving Water (CRW): <u>Tributary to Beaufort River</u>	920	Not Applicable
d. Other Waterbodies: _____		

B. **Waters of the U.S. / State Information** (Attach additional sheet(s) as needed)

Waters of the U.S./ State	1. On the site?	2. Delineated/ Identified?	3. Impacts?	4. Amount of impacts
a. Jurisdictional wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	___ Ac
b. Non-jurisdictional wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	___ Ac
c. Other Water(s): _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	___ Ac ___ Feet
d. Coastal Zone ONLY: Direct Critical Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	___ Ac ___ Feet

5. If yes for impacts in B.3, describe each impact and activity, and list all permits (e.g., USACOE Nationwide Permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact:

C. **S.C. Navigable Waters (SCNW) Information (Section 2.6.5)** The Department will address any issues related to State Navigable Waters' Program under SC Regulation 19-450 during the review of the C-SWPPP for activities that will **NOT** require a 404 permit or a 401 certification. (Attach additional sheet(s) as needed).

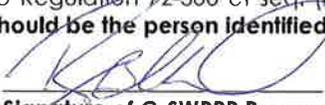
1. Are S. C. Navigable Waters (SCNW) on the site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
a. If no, do not complete this question. Proceed to Section D (Impaired Waterbodies).		
b. If yes, provide the name of S.C. Navigable Waters (SCNW) on the site: _____		
2. If yes for C.1, will construction activities cross over or occur in, under, or thru the SCNW? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe SCNW activities (e.g., road crossing, sub-aqueous utility line, temporary or permanent structures, etc.) and proceed to Section C.3:		
3. Identify permits providing coverage of SCNW activities proposed for your site. If NONE, list none.		
Permits/Certifications	Permit or Certification No.	Corresponding Covered SCNW Activity(ies)
a. DHEC General/ Other DHEC Permit		
b. USACOE 404 Permit or 401 Certification		
c. SCNW Permit If applied for or issued, identify Date applied for or issued: _____		<input type="checkbox"/> All Activities or <input type="checkbox"/> Some Activities (Describe):
d. If a SCNW Permit has <b>NOT</b> been applied for provide an additional plan sheet that shows plan and profile views (drawn to scale) of the SCNW and associated activities. Include a description of all proposed activities on this plan.		

**D. Impaired Waterbodies Information** (Attach additional sheet(s) as needed)

1. 303(d) Listed Impaired Waterbodies					
a. Name of Nearest DHEC Water Quality Monitoring Stations (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4 and the Name of the Corresponding Waterbody?		b. Is this WQMS(s) listed on the most current 303(d) list? If No, proceed to Section 2 of this table. If Yes, complete items c thru f.	c. List the pollutant(s) identified as "CAUSES" of the impairment	d. Will any pollutants causing the impairment be present in your site's construction stormwater discharges?	e. If yes for d, list the "USE SUPPORT" impairment(s) affected by the pollutant(s) identified in c.
Nearest DHEC WQMS(s)	Corresponding Waterbody				
RT-16138	Beaufort River	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MD-004	Beaufort River	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15-06	Beaufort River	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f. If yes for d above, will use of the BMPs proposed for your project ensure the site's discharges will <b>NOT</b> contribute to or cause further WQS violations for the impairment(s) listed in c? <input type="checkbox"/> Yes <input type="checkbox"/> No (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions.					
2. TMDL Impaired Waterbodies					
a. Name of Nearest DHEC Water Quality Monitoring Stations (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4?		b. Has a TMDL(s) been developed for this WQMS(s)? If No, identify as such below and proceed to Section VI. If Yes, complete items c thru f of this table.	c. If yes for b, what pollutants are listed as "CAUSES" or causing the impairment?	d. If yes for b, has the standard been "ATTAINED" or "Fully Supported" for the impairment(s)?	e. If no for d (Not Attained), will any pollutants causing the impairment be present in your site's construction stormwater discharges?
RT-16138		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MD-004		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DO	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
15-06		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f. If yes for e above, are your discharges consistent with the assumptions and requirements of the TMDL(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions.					

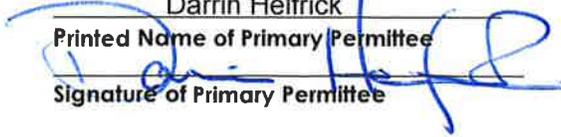
**VI. Signatures and Certifications** DO NOT SIGN IN BLACK INK! Read the Certifications below (in entirety). Provide date, printed name, and signatures below. If you are a New Owner/Operator, as Primary Permittee you must also sign and date the applicable Comprehensive SWPPP Acceptance & Compliance Agreement below.

**C-SWPPP PREPARER:** "One copy of the C-SWPPP, all specifications and supporting calculations, forms, and reports are herewith submitted and made a part of this application. I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000." (This should be the person identified in Section III).

Frank (Rett) Bullard, P.E.  34254  
 Printed Name of C-SWPPP Preparer      Signature of C-SWPPP Preparer      S. C. Registration #

**PRIMARY PERMITTEE:** "I or I (on behalf of my company and its contractors and agents), as the case may be, certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I understand that DHEC enforcement actions may be taken if the terms and conditions of the C-SWPPP are not met and I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

"I or I (on behalf of my company and its contractors and agents), as the case may be, also hereby certify that all land-disturbing construction and associated activity pertaining to this site shall be accomplished pursuant to and in keeping with the terms and conditions of the approved plans and SCR100000. I also certify that a responsible person will be assigned to the project for day-to-day control. I hereby grant authorization to the to S. C. Department of Health and Environmental Control (DHEC) and/or the local implementing agency the right of access to the site at all times for the purpose of on site inspections during the course of construction and to perform maintenance inspections following the completion of the land-disturbing activity." (See Section 122.22 of S.C. Reg. 61-9 for signatory authority information.) Having understood the above information, I am signing this certification as Primary Permittee to the aforementioned NPDES general permit."

Darrin Helfrick   
 Printed Name of Primary Permittee  
 Signature of Primary Permittee

General Manager  
 Title/Position  
4/19/2023  
 Date Signed

**D. Impaired Waterbodies Information**

1. 303(d) Listed Impaired Waterbodies					
a. Name of Nearest DHEC Water Quality Monitoring Stations (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4 and the Name of the Corresponding Waterbody?		b. Is this WQMS(s) listed on the most current 303(d) list? If No, proceed to Section 2 of this table. If Yes, complete items C through f.	c. List the pollutant(s) identified as "CAUSES" of the impairment	d. Will any pollutants causing the impairment be present in your site's construction stormwater discharges?	e. If yes for d, list the "USE SUPPORT" impairment(s) affected by the pollutant(s) identified in c.
Nearest DHEC WQMS(s)	Corresponding Waterbody				
15-05	Beaufort River	No		No	No
f. If yes for d above, will use of the BMPs proposed for your project ensure the site's discharges will NOT contribute to or cause further WQS violations for the impairment(s) listed in c? Yes No (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions.					

2. TMDL Impaired Waterbodies					
a. Name of Nearest DHEC Water Quality Monitoring Station (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4 and the Name of the Corresponding Waterbody?		b. Has a TMDL(s) been developed for this WQMS(s)? If No, identify as such below and proceed to Section VI. If Yes, complete items c thru f on this table.	c. If yes for b, what pollutants are listed as "CAUSES" or causing the impairment?	d. If yes for b, has the standard been "ATTAINED" or "Fully Supported" for the impairment(s)?	e. If no for d (Not Attained), will any pollutants causing the impairment be present in your site's construction stormwater discharges?
15-05	Beaufort River				
f. If yes for e above, are your discharges consistent with the assumptions and requirements of the TMDL(s)? Yes No (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions					



## Coastal Zone Consistency Determination

To: Mallory Ware, BOW Coastal Stormwater Permitting Section  
Melanie Barnes, BOW Construction Permitting Section

From: Colleen McDonald, OCRM Coastal Zone Consistency Section *CPMM*

Applicant: Darrin Helfrick, Secession Golf Club Inc

Project Name: 144 Secession Drive

Finding: Conditionally Consistent with the SC Coastal Zone Management Program

Site Location: 144 Secession Drive, Beaufort, Beaufort County, South Carolina 29907 (PIN#: R123-018-000-0468-0000, -0469-0000, and -0470-0000)

Reference #: HPN-RXRS-TKGK1, WS/WW not yet assigned

Date: April 17, 2023

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The staff of the Office of Ocean and Coastal Resource Management (OCRM) reviewed the above referenced Coastal Zone Consistency project request for land disturbance associated with the construction of a new commercial golf course office. The construction activities include clearing and grading site, instillation of two (2) commercial golf course buildings, one (1) attached loading and unloading covered area, one (1) future commercial building, parking areas, stormwater ponds and associated storm drain infrastructure, water and sewer lines, and associated utilities. No wetland impacts permitted. The total area of disturbance will be 1.40 acres of a 1.40 acre project site.

We hereby certify that the above referenced project is **Conditionally Consistent** with the ***Guidelines for Evaluation of All Projects*** as well as the Transportation Facilities (*Parking Facilities*), Commercial Development, Public Services and Facilities (*Sewage Treatment and Water Supply*), and Stormwater Management (*Runoff and Golf Course Management*) policies contained in the S.C. Coastal Zone Management Program provided the following conditions are included in the permits and adhered to by the applicant.

1. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which

were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

2. For all projects with a permanent water quality pond having a permanent pool, regardless of size, which are located within one-half (1/2) mile of a receiving water body in the coastal zone, the applicant must demonstrate storage of the first ½ inch of runoff from the entire site or storage of the first one (1) inch of runoff from the built-upon portion of the property, whichever is greater. Storage may be accomplished through retention, detention or infiltration systems as appropriate for the specific site.
3. The project must be consistent with State Stormwater Permitting requirements during and post construction for protection of water quality.
4. All construction BMPs must be installed, inspected and maintained to hold sediment onsite and to protect any adjacent or downstream critical area, wetlands and waters through the life of the project. Upon completion of construction activities, all disturbed (including undeveloped) areas, including those impacted for access, must be immediately stabilized.
5. The project must be fully consistent with local zoning and comprehensive plans prior to work being conducted.
6. The applicant is not authorized to impact any wetlands. In the event any impacts to wetlands occur, the US Army Corps of Engineers and DHEC-OCRM must be notified, and all work must cease to minimize additional impacts until the applicant receives authorization.

This determination shall serve as the SCDHEC OCRM Coastal Zone Consistency Determination for the work described above. However, this determination **does not** serve as a Department permitting decision and **does not** alleviate the applicant's responsibility to obtain any applicable State or Federal permit(s) for the work. Local government authorizations **may also** be required.

**South Carolina Board of Health and Environmental Control**  
**Guide to Board Review**  
**Pursuant to S.C. Code Ann. § 44-1-60**

The decision of the South Carolina Department of Health and Environmental Control (Department) becomes the final agency decision fifteen (15) calendar days after notice of the decision has been mailed to the applicant, permittee, licensee and affected persons who have requested in writing to be notified, unless a written request for final review accompanied by a filing fee in the amount of \$100 is filed with Department by the applicant, permittee, licensee or affected person.

Applicants, permittees, licensees, and affected parties are encouraged to engage in mediation or settlement discussions during the final review process.

If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within thirty (30) calendar days after notice is mailed that the Board declined to hold a final review conference. In matters pertaining to decisions under the South Carolina Mining Act, appeals should be made to the South Carolina Mining Council.

**I. Filing of Request for Final Review**

1. A written Request for Final Review (RFR) and the required filing fee of one hundred dollars (\$100) must be received by Clerk of the Board within fifteen (15) calendar days after notice of the staff decision has been mailed to the applicant, permittee, licensee, or affected persons. If the 15th day occurs on a weekend or State holiday, the RFR must be received by the Clerk on the next working day. RFRs will not be accepted after 5:00 p.m.
2. RFRs shall be in writing and should include, at a minimum, the following information:
  - The grounds for amending, modifying, or rescinding the staff decision;
  - a statement of any significant issues or factors the Board should consider in deciding how to handle the matter;
  - the relief requested;
  - a copy of the decision for which review is requested; and
  - mailing address, email address, if applicable, and phone number(s) at which the requestor can be contacted.
3. RFRs should be filed in person or by mail at the following address:

South Carolina Board of Health and Environmental Control  
Attention: Clerk of the Board  
2600 Bull Street  
Columbia, South Carolina 29201

Alternatively, RFR's may be filed with the Clerk by facsimile (803-898-3393) or by electronic mail (boardclerk@dhec.sc.gov).
4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure, the Clerk should consult with the Chairman or, if the Chairman is unavailable, the Vice-Chairman. The Chairman or the Vice-Chairman will determine whether the RFR is timely and properly filed and direct the Clerk to (1) process the RFR for consideration by the Board or (2) return the RFR and filing fee to the requestor with a cover letter explaining why the RFR was not timely or properly filed. Processing an RFR for consideration by the Board shall not be interpreted as a waiver of any claim or defense by the agency in subsequent proceedings concerning the RFR.
6. If the RFR will be processed for Board consideration, the Clerk will send an Acknowledgement of RFR to the Requestor and the applicant, permittee, or licensee, if other than the Requestor. All personal and financial identifying information will be redacted from the RFR and accompanying documentation before the RFR is released to the Board, Department staff or the public.
7. If an RFR pertains to an emergency order, the Clerk will, upon receipt, immediately provide a copy of the RFR to all Board members. The Chairman, or in his or her absence, the Vice-Chairman shall based on the circumstances, decide whether to refer the RFR to the RFR Committee for expedited review or to decline in writing to schedule a Final Review Conference. If the Chairman or Vice-Chairman determines review by the RFR Committee is appropriate, the Clerk will forward a copy of the RFR to Department staff and Office of General Counsel. A Department response and RFR Committee review will be provided on an expedited schedule defined by the Chairman or Vice-Chairman.
8. The Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within eight (8) working days. Upon receipt of the Department Response, the Clerk will forward the RFR and Department Response to all Board members for review, and all Board members will confirm receipt of the RFR to the Clerk by email. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or she will respond to the Clerk's email within forty-eight (48) hours and will request further review. If no Board member requests further review of the RFR within the forty-eight (48) hour period, the Clerk will send a letter by certified mail to the Requestor, with copy by

regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Final Review Conference. Contested case guidance will be included within the letter.

*NOTE: If the time periods described above end on a weekend or State holiday, the time is automatically extended to 5:00 p.m. on the next business day.*

9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Presiding Member of the RFR Committee and the Chairman that further review is requested by the Board. RFR Committee meetings are open to the public and will be public noticed at least 24 hours in advance.
10. Following RFR Committee or Board consideration of the RFR, if it is determined no Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Conference. Contested case guidance will be included within the letter.

## **II. Final Review Conference Scheduling**

1. If a Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, informing the Requestor of the determination.
2. The Clerk will request Department staff provide the Administrative Record.
3. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publicly noticed and should:
  - include the place, date and time of the Conference;
  - state the presentation times allowed in the Conference;
  - state evidence may be presented at the Conference;
  - if the conference will be held by committee, include a copy of the Chairman's order appointing the committee; and
  - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
4. If a party requests a transcript of the proceedings of the Conference and agrees to pay all related costs in writing, including costs for the transcript, the Clerk will schedule a court reporter for the Conference.

## **III. Final Review Conference and Decision**

1. The order of presentation in the Conference will, subject to the presiding officer's discretion, be as follows:
  - Department staff will provide an overview of the staff decision and the applicable law to include [10 minutes]:
    - Type of decision (permit, enforcement, etc.) and description of the program.
    - Parties
    - Description of facility/site
    - Applicable statutes and regulations
    - Decision and materials relied upon in the administrative record to support the staff decision.
  - Requestor(s) will state the reasons for protesting the staff decision and may provide evidence to support amending, modifying, or rescinding the staff decision. [15 minutes] *NOTE: The burden of proof is on the Requestor(s)*
  - Rebuttal by Department staff [15 minutes]
  - Rebuttal by Requestor(s) [10 minutes]

Note: Times noted in brackets are for information only and are superseded by times stated in the Notice of Final Review Conference or by the presiding officer.
2. Parties may present evidence during the conference; however, the rules of evidence do not apply.
3. At any time during the conference, the officers conducting the Conference may request additional information and may question the Requestor, the staff, and anyone else providing information at the Conference.
4. The presiding officer, in his or her sole discretion, may allow additional time for presentations and may impose time limits on the Conference.
5. All Conferences are open to the public.
6. The officers may deliberate in closed session.
7. The officers may announce the decision at the conclusion of the Conference or it may be reserved for consideration.
8. The Clerk will mail the written final agency decision (FAD) to parties within 30 days after the Conference. The written decision must explain the basis for the decision and inform the parties of their right to request a contested case hearing before the Administrative Law Court or in matters pertaining to decisions under the South Carolina Mining Act, to request a hearing before the South Carolina Mining Council. The FAD will be sent by certified mail, return receipt requested.
9. Communications may also be sent by electronic mail, in addition to the forms stated herein, when electronic mail addresses are provided to the Clerk.

**The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.**

# SITE DEVELOPMENT PLANS

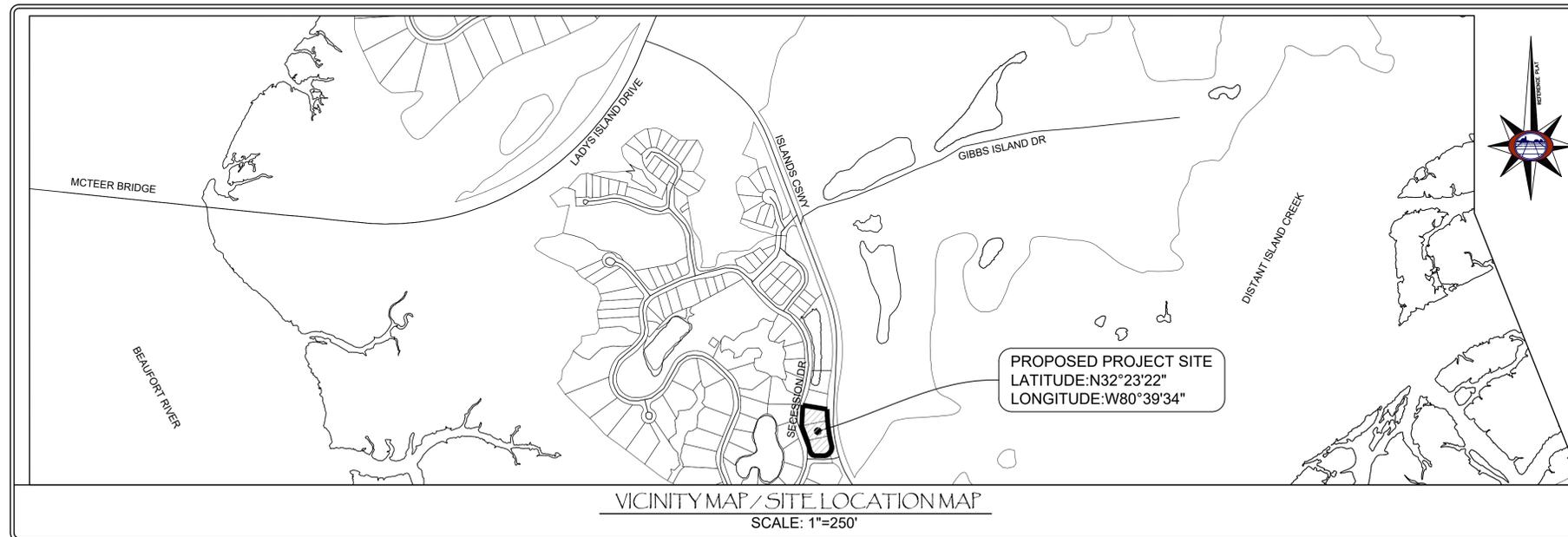
## GOLF COURSE SUPPORT FACILITY

### #144 SECESSION DRIVE

### GIBBS ISLAND

### BEAUFORT COUNTY, SC

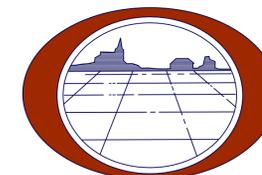
R123 018 000 0468 0000, R123 018 000 0469 0000 & R123 018 000 0470 0000



PREPARED FOR:  
**SECESSION GOLF CLUB, INC.**  
 100 ISLANDS CAUSEWAY  
 BEAUFORT, SOUTH CAROLINA 29907  
 (843)522-4600

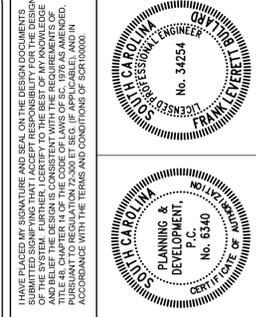
GOLF COURSE  
 SUPPORT FACILITY  
 BJWSA NO. 2023-039

SHEET INDEX	
SHEET NO.	DESCRIPTION
1 OF 12	SITE DEVELOPMENT PLAN TITLE PAGE
2 OF 12	TREE PROTECTION, REMOVAL & DEMOLITION PLAN
3 OF 12	SEDIMENT & EROSION CONTROL PLAN
4 OF 12	SEDIMENT & EROSION CONTROL DETAILS
5 OF 12	PAVING, GRADING & STORM WATER DRAINAGE PLAN
6 OF 12	STORMWATER CONVEYANCE PLAN
7 OF 12	PAVING, GRADING & STORM WATER DRAINAGE DETAILS
8 OF 12	POTABLE WATER & SANITARY SEWER PLAN
9 OF 12	POTABLE WATER & SANITARY SEWER DETAILS
10 OF 12	LIMITS OF DISTURBANCE PLAN
11 OF 12	SCDOT ENCROACHMENT PLAN
12 OF 12	SCDOT ENCROACHMENT PLAN & STANDARD DETAILS



PREPARED BY:  
**PLANNING & DEVELOPMENT P.C.**  
 PO BOX 1233  
 BEAUFORT, SC 29901  
 (706)319-4434  
 pdpc.net

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PREPARED BY:  
**PLANNING & DEVELOPMENT P.C.**  
 PO BOX 1233  
 BEAUFORT, SC 29901  
 (706)319-4434  
 pdpc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
 TM#R123-018-000-0470-0000  
 R123-018-000-0469-0000  
 R123-018-000-0468-0000

REFERENCE PLATS

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC  
 SHOWING PHASE I BLUE - GRAY ESTATES  
 BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 1-18-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR  
 SECESSION GOLF CLUB  
 LOTS C34, C35 & C36 BLUE - GRAY ESTATES PHASE I  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 7-13-2021

NOTES

INFORMATION REGARDING THE PRESENCE, SIZE & LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN SHOWN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE AS BUILT'S, BAYSER GIS MAPPING & BEAUFORT COUNTY GIS MAPPING. NO CERTIFICATION IS MADE AS TO THE ACCURACY OF THOROUGHNESS OF THE INFORMATION REGARDING UTILITIES & STRUCTURES SHOWN HEREON.

PRIOR TO CONSTRUCTION, THE CONTRACTOR & OWNER ARE TO LOCATE AND VERIFY ALL EXISTING STORM WATER, POTABLE WATER & SEWER PIPE SIZES & LOCATIONS ARE ACCURATELY PORTRAYED. THE CONTRACTOR IS TO NOTIFY THE PLANNING & DEVELOPMENT, P.C. OF ANY DISCREPANCIES DESCRIBED AS EXISTING WITHIN THE SITE DEVELOPMENT PLANS.

CONTRACTOR & OWNER ARE TO CONTACT PROPER AUTHORITIES BEFORE BUILDING NEAR UTILITY LINES FOR EASEMENT WIDTH & RESTRICTIONS. UTILITIES ARE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

SETBACKS AND BUFFERS SHOWN MUST BE VERIFIED WITH THE LOCAL BUILDING AUTHORITY.

THE CONTRACTOR & OWNER ARE RESPONSIBLE FOR PROPER REMOVAL AND DISPOSAL OF ANY MATERIAL FROM THE SITE AS NOTED. ALL WASTE MUST BE PROPERLY DISPOSED PER STATE LAW.

CONTRACTOR & OWNER ARE RESPONSIBLE FOR ALL TRAFFIC CONTROL & SAFETY DURING CONSTRUCTION.

CONTRACTOR & OWNER ARE RESPONSIBLE FOR SECURING THE SITE DURING NON-WORKING HOURS ENSURING TRAFFIC & PEDESTRIAN SAFETY WHILE MAINTAINING A SECURE SITE.

VERTICAL DATUM FOR ALL ELEVATIONS IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AS DESCRIBED BY REFERENCE #1 TREE & TOPOGRAPHIC SURVEY.

HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF 1985, NORTH AMERICAN DATUM OF 1983 (NAD83) AS DESCRIBED BY THE REFERENCE #1 TREE & TOPOGRAPHIC SURVEY.

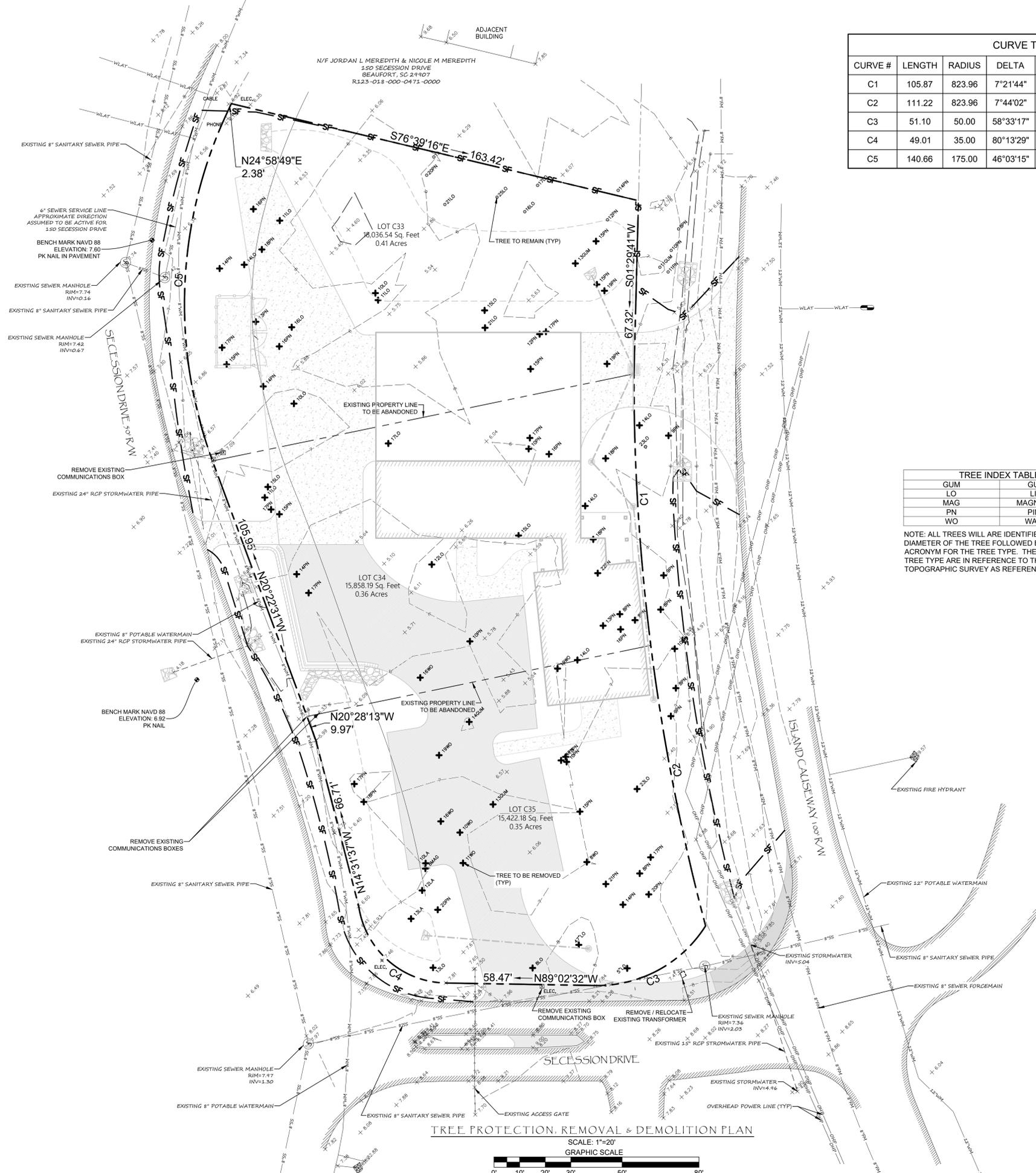
A RIGHT OF WAY PERMIT SHALL BE OBTAINED PRIOR TO PERFORMING CONSTRUCTION ACTIVITY IN BEAUFORT COUNTY RIGHT OF WAY.

CHLORINATED DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM

3 DAYS BEFORE DIGGING  
 IN SOUTH CAROLINA  
 CALL 1-888-721-7877  
 PALMETTO UTILITY  
 PROTECTION SERVICE

#	DATE	REVISION
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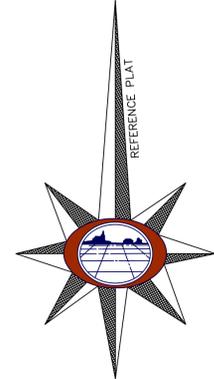
SITE DEVELOPMENT PLAN  
 TITLE PAGE  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=250'  
 PDPC JOB: #SC-77



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	105.87	823.96	7°21'44"	S3° 33' 19"E	105.80
C2	111.22	823.96	7°44'02"	S11° 06' 12"E	111.14
C3	51.10	50.00	58°33'17"	S61° 42' 07"W	48.90
C4	49.01	35.00	80°13'29"	N48° 46' 17"W	45.10
C5	140.66	175.00	46°03'15"	N2° 39' 07"E	136.91

TREE INDEX TABLE	
GUM	GUM TREE
LO	LIVE OAK
MAG	MAGNOLIA TREE
PN	PINE TREE
WO	WATER OAK

NOTE: ALL TREES WILL BE IDENTIFIED BY THE DIAMETER OF THE TREE FOLLOWED BY THE ACRONYM FOR THE TREE TYPE. THE DIAMETER AND TREE TYPE ARE IN REFERENCE TO THE TREE AND TOPOGRAPHIC SURVEY AS REFERENCED.



**NOT FOR CONSTRUCTION**

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FOR THE FIRM OF:  
  
**PLANNING & DEVELOPMENT PC**  
 P.O. BOX 1253  
 BEAUFORT, SC 29901  
 (706) 319-4434  
 pdpc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
**TM#R123-018-000-0470-0000**  
**R123-018-000-0469-0000**  
**R123-018-000-0468-0000**

**LEGEND**

- SANITARY SEWER MANHOLE
- STORMWATER JUNCTION BOX
- TRANSFORMER
- OVERHEAD LIGHTING
- ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC SHOWING PHASE I BLUE - GRAY ESTATES BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 1-19-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR SECESSION GOLF CLUB LOTS C34, C35 & C36 BLUE - GRAY ESTATES PHASE I BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 7-13-2021

**NOTES**

THE CONTRACTOR & OWNER RESPONSIBLE FOR PROPER REMOVAL AND DISPOSAL OF ANY MATERIAL FROM THE SITE AS NOTED. ALL WASTE MUST BE PROPERLY DISPOSED PER STATE LAW.

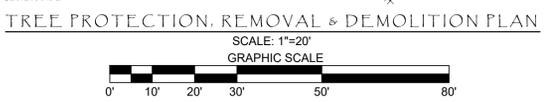
NO LAND DISTURBANCE ACTIVITY OR TREE REMOVAL MAY TAKE PLACE UNTIL ALL TREE PROTECTION FENCING AND SEDIMENT & EROSION CONTROL MEASURES ARE IN PLACE AND OPERABLE.

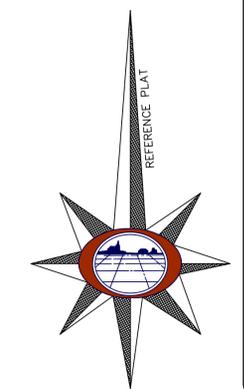
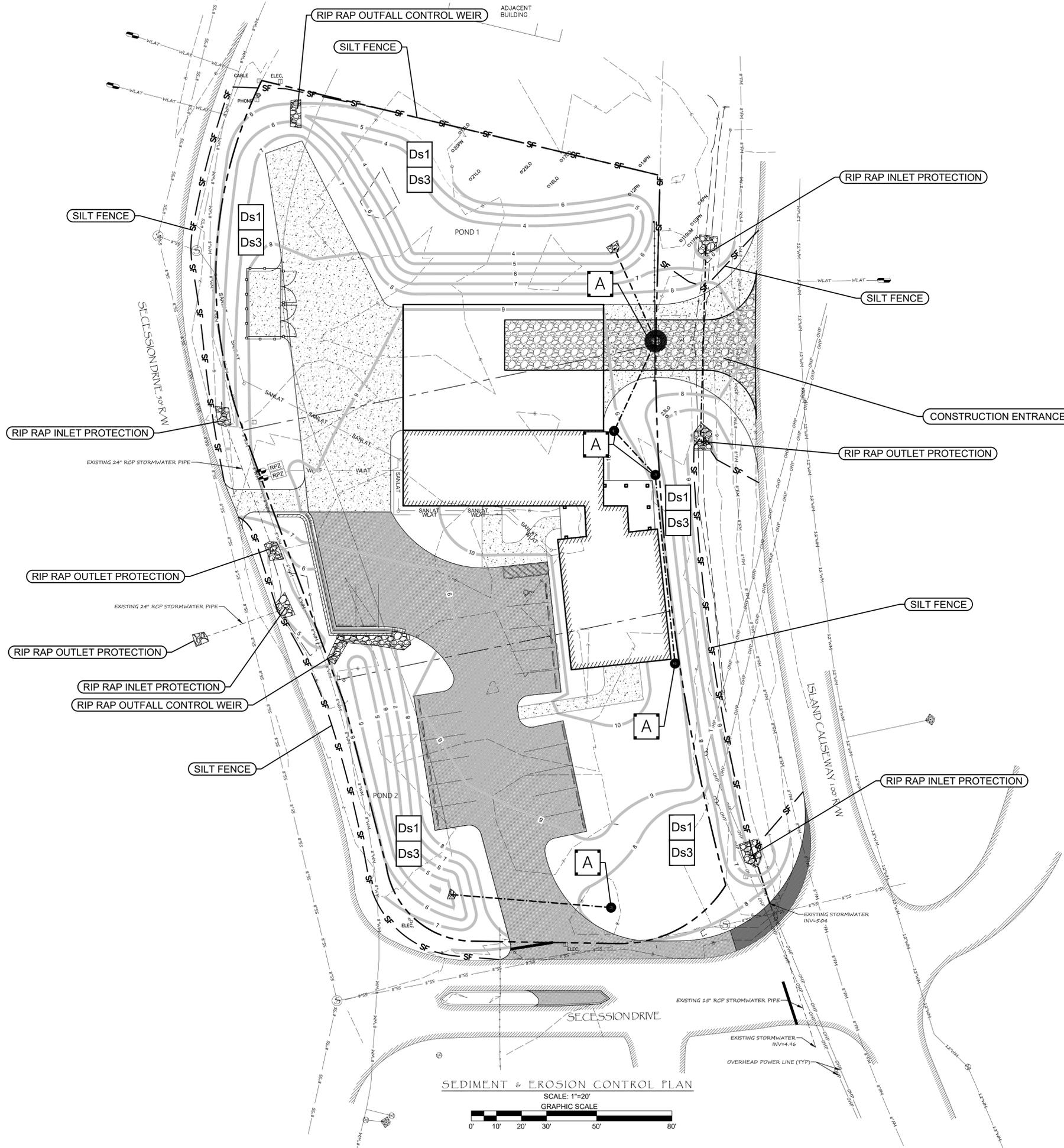
TREES AND DEBRIS MUST BE MULCHED AND REMOVED FROM THE SITE TO BE DISPOSED OF. NO DEBRIS OR TREES MAY BE BURNED ON SITE AS A MEANS OF DISPOSAL UNDER ANY CIRCUMSTANCE.

THE CONTRACTOR & OWNER RESPONSIBLE FOR CORRESPONDENCE WITH UTILITY PROVIDERS FOR TREE REMOVAL TAKING PLACE WITHIN THE POWER LINES OR OTHER UTILITIES AND MEETING THE REQUIREMENTS OF THE UTILITY COMPANY FOR REMOVAL.

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**TREE PROTECTION, REMOVAL & DEMOLITION PLAN**  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77





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FOR THE FIRM OF:

**PLANNING & DEVELOPMENT PC**  
 P.O. BOX 1253  
 BEAUFORT, SC 29901  
 (706) 319-4434  
 pdpc.net

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF SOUTH CAROLINA  
 No. 34254

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
 STATE OF SOUTH CAROLINA  
 No. 6340

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE  
 BEAUFORT COUNTY, SC  
 TM#R123-018-000-0470-0000  
 R123-018-000-0469-0000  
 R123-018-000-0468-0000**

**LEGEND**

(Co)	CONSTRUCTION ENTRANCE
(Cw)	CONCRETE WASHOUT
(Sf)	SEDIMENT BARRIER (SILT FENCE)
(Sd)	CATCH BASIN SEDIMENT BARRIER
(Sd2)	CURB INLET SEDIMENT BARRIER
(Ds1)	TEMPORARY STABILIZATION W/ MULCHING
(Ds3)	PERMANENT STABILIZATION W/ SEEDING
---	ADJACENT PROPERTY LINE
---	EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC SHOWING PHASE I BLUE - GRAY ESTATES BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 1-19-1999

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**NOTES**

THE INFORMATION PROVIDED REFERENCES THE SOUTH CAROLINA DHEC STORM WATER MANAGEMENT BEST MANAGEMENT PRACTICE FIELD MANUAL DATED JULY, 2005.

SEE THE SEDIMENT & EROSION CONTROL DETAILS FOR INFORMATION REGARDING THE IMPLEMENTATION OF SEDIMENT & EROSION CONTROL SYMBOLS AS SHOWN.

NO LAND DISTURBANCE ACTIVITY OR TREE REMOVAL MAY TAKE PLACE UNTIL ALL TREE PROTECTION FENCING AND SEDIMENT & EROSION CONTROL MEASURES ARE IN PLACE AND OPERABLE.

**SEDIMENT & EROSION CONTROL NOTES:**

IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.

- WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
- WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE CALENDAR EVERY WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY, OR INCORRECTLY, THE PERMITEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.

PROVIDE SILT FENCE AND/ OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR100000.

TEMPORARY DIVERSION BERMS AND/ OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/ OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.

LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H: 1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING. WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).

THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:

- WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
- WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FROM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
- FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
- SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/ OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

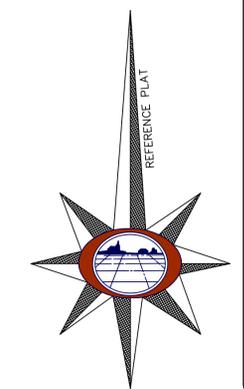
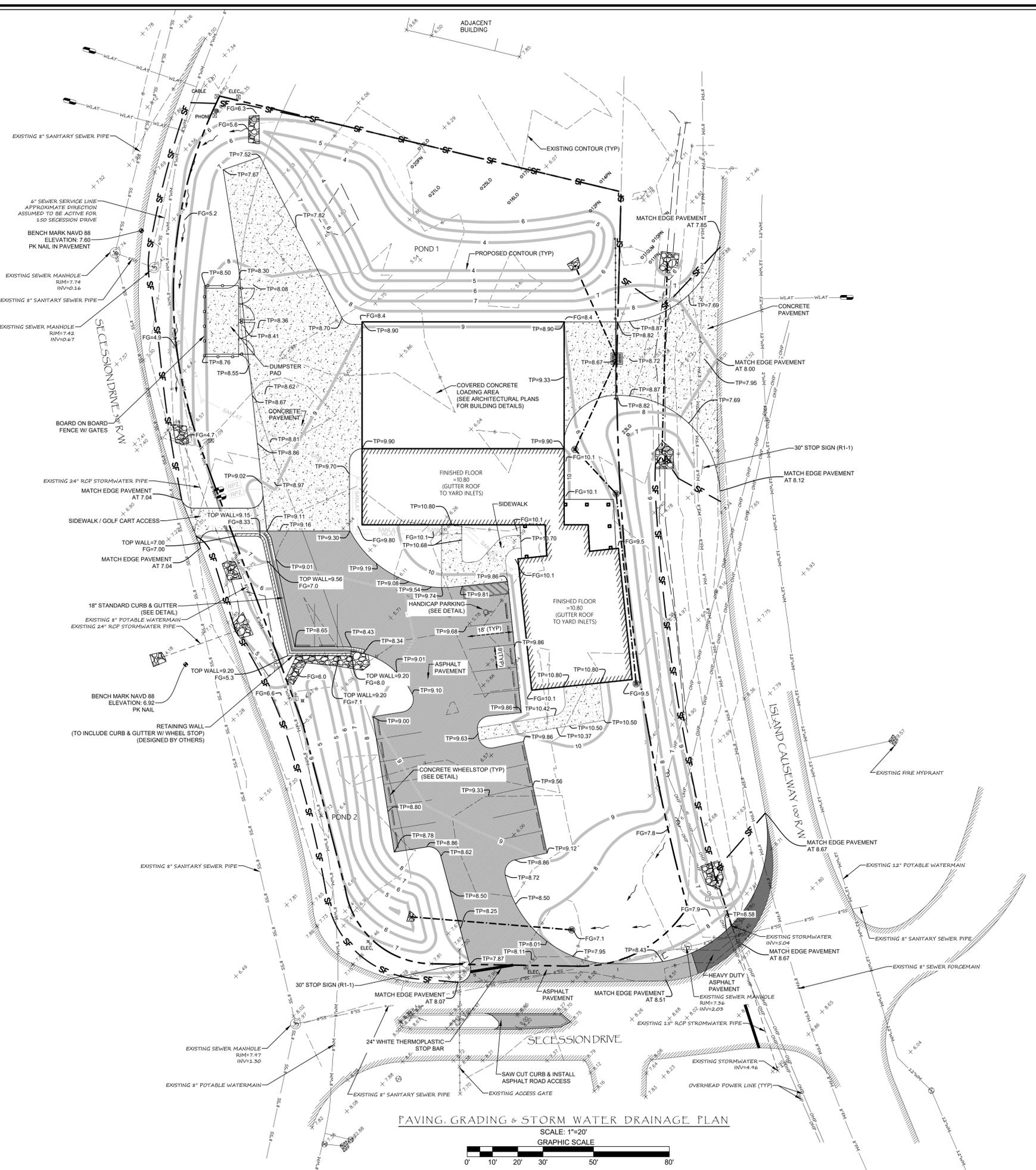
A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

**SEDIMENT & EROSION CONTROL PLAN**  
 SCALE: 1"=20'  
 GRAPHIC SCALE

#	DATE	REVISION

**SEDIMENT & EROSION CONTROL PLAN**  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77





**NOT FOR CONSTRUCTION**

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**PLANNING & DEVELOPMENT, P.C.**  
 LICENSED PROFESSIONAL ENGINEER  
 No. 34254

**PLANNING & DEVELOPMENT, P.C.**  
 LICENSED PROFESSIONAL ENGINEER  
 No. 63410

FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT, P.C.**  
 P.O. BOX 1253  
 BEAUFORT, SC 29901  
 (706) 319-4434  
 pdpc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
 TM#R123-018-000-0470-0000  
 R123-018-000-0469-0000  
 R123-018-000-0468-0000

**LEGEND**

- HP HIGH POINT
- LP LOW POINT
- TP TOP OF PAVEMENT
- FG FINISHED GRADE
- HDPE HIGH DENSITY POLYETHYLENE
- RCP REINFORCED CONCRETE PIPE
- SM SANITARY SEWER MANHOLE
- SJ STORMWATER JUNCTION BOX
- TR TRANSFORMER
- ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC  
 SHOWING PHASE I BLUE - GRAY ESTATES  
 BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 1-19-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR  
 SECESSION GOLF CLUB  
 LOTS C34, C35 & C36 BLUE - GRAY ESTATES PHASE I  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 7-13-2021

**NOTES**

PRIOR TO CONSTRUCTION, THE CONTRACTOR & OWNER ARE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING STORM WATER, POTABLE WATER & SEWER PIPE SIZES & LOCATIONS ARE ACCURATELY PORTRAYED. THE CONTRACTOR IS TO NOTIFY THE PLANNING & DEVELOPMENT, P.C. OF ANY DISCREPANCIES DESCRIBED WITHIN THE SITE DEVELOPMENT PLANS.

ALL SEDIMENT & EROSION CONTROL MEASURES ARE TO BE IMPLEMENTED AS PLANNED IN THE SEDIMENT & EROSION CONTROL PLAN PRIOR TO SOIL DISTURBANCE ON SITE.

WHERE NEW CONSTRUCTION IS NEAR THE EDGE OF OYSTER FACTORY ROAD, A TRAFFIC LANE WILL BE TEMPORARILY CLOSED TO PROVIDE SAFETY TO THE PUBLIC AND TO THE WORKMEN. NO LANE CLOSURES DURING 7:00 AM TO 9:00 AM OR FROM 3:30 PM TO 6:00 PM ARE TO TAKE PLACE WITHOUT WRITTEN PERMISSION FROM PLANNING & DEVELOPMENT, P.C.

CONTRACTOR & OWNER RESPONSIBLE FOR ANY REPAIRS OF EXISTING INFRASTRUCTURE CAUSED BY DAMAGE FROM CONSTRUCTION OF THE PROPOSED PROJECT. CONTRACTOR & OWNER ARE TO CONTACT PLANNING & DEVELOPMENT, P.C. FOR INSTRUCTION OF ANY REPAIRS NEEDED.

ALL PROPOSED SIGNAGE & PAVEMENT MARKINGS SHOULD BE IN ACCORDANCE WITH THE 2003 EDITION OF THE MUTCD. SEE SCDOT ENCROACHMENT PLAN PAGE 10 FOR DETAILS REGARDING DISTURBANCE WITHIN THE SCOT RIGHT OF WAY OF SAUS POINT ROAD.

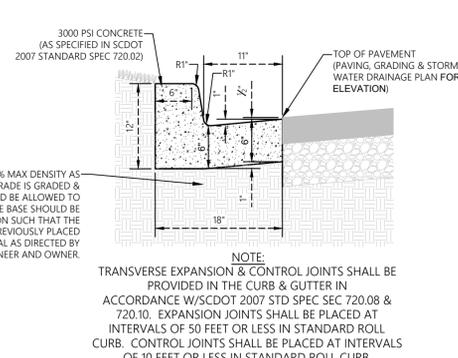
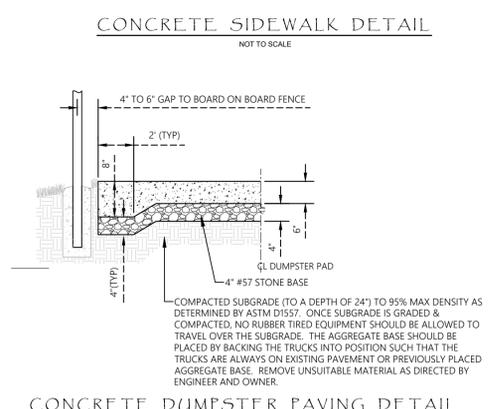
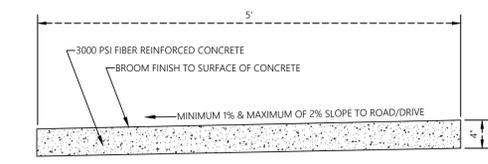
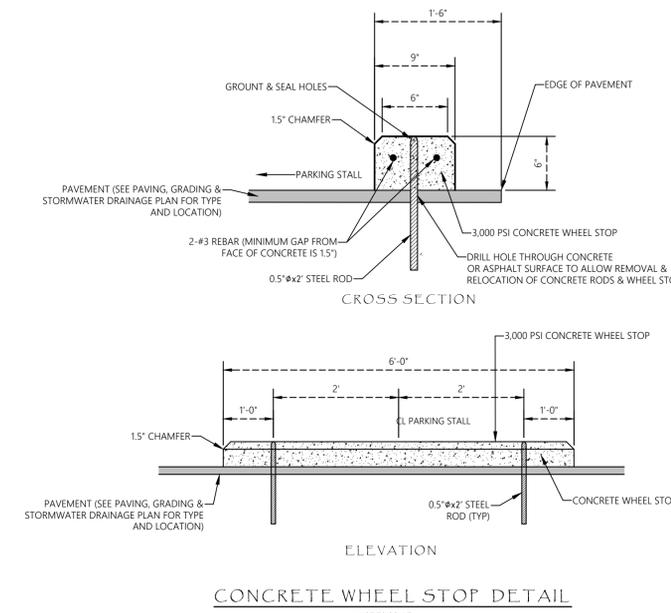
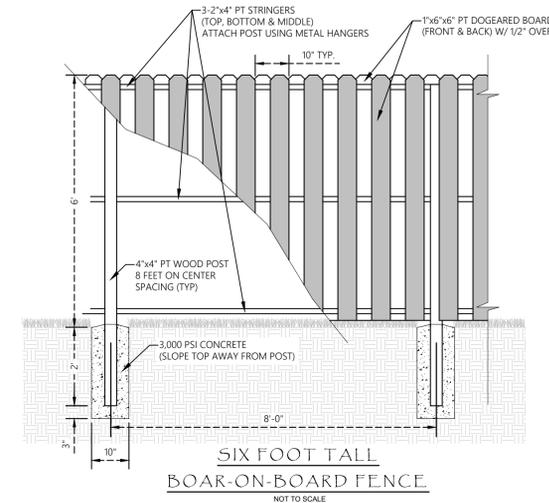
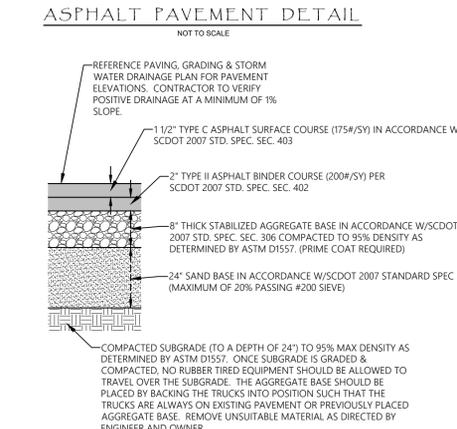
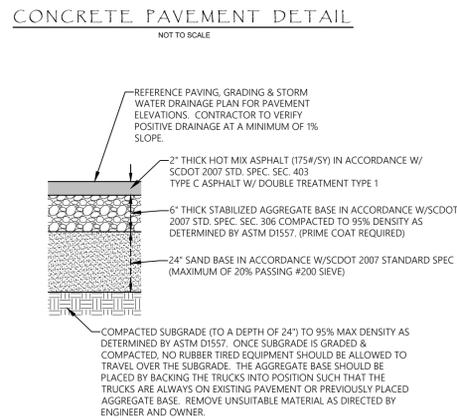
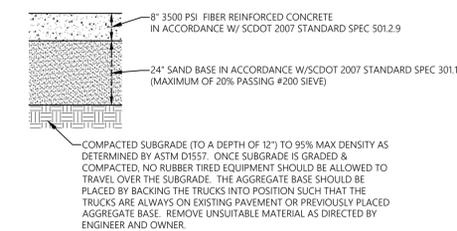
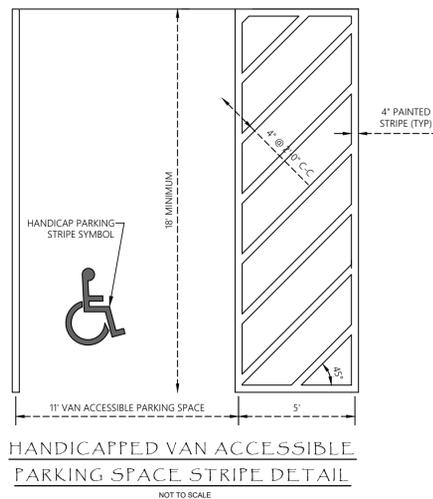
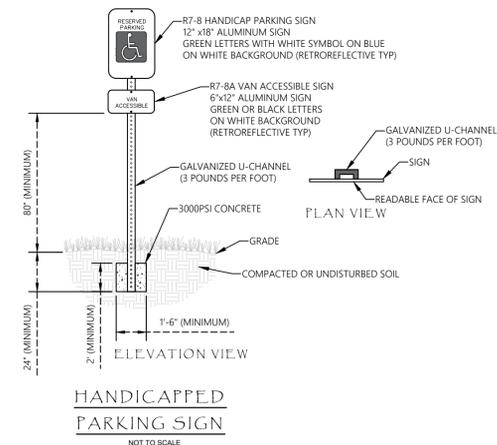
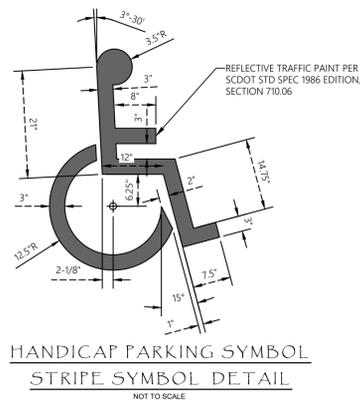
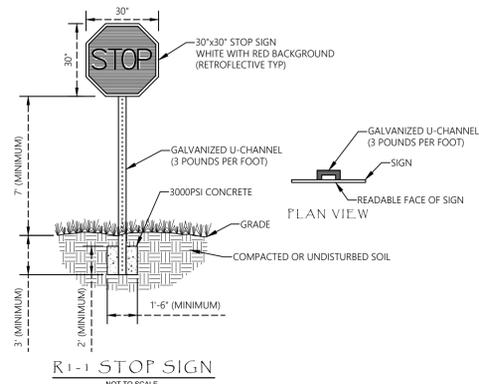
SEE PAVING, GRADING & STORM WATER DRAINAGE DETAILS FOR DETAILS OF STRUCTURE PRESCRIBED.

#	DATE	REVISION
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**PAVING, GRADING & STORM WATER DRAINAGE PLAN**  
 WATER DRAINAGE PLAN  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77

**PAVING, GRADING & STORM WATER DRAINAGE PLAN**  
 SCALE: 1"=20'  
 GRAPHIC SCALE





REFER TO SCDOT STANDARD DRAWING #625-305-00

NOTE: MARKINGS TO BE THERMOPLASTIC. ALL ARROWS, LINES & WORD MESSAGES SHALL BE AS REQUIRED BY SCDOT IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE SCDOT STANDARD DRAWINGS FOR ROAD CONSTRUCTION

**NOT FOR CONSTRUCTION**

ALL DESIGN DETAILS AND PRESENTATIONS DEPICTED AND DETAILED WITHIN THIS DOCUMENT ARE THE PROPERTY OF PLANNING & DEVELOPMENT, P.C. NO REPRODUCTION OR TRANSMISSION OF ANY KIND IS PERMITTED WITHOUT WRITTEN CONSENT FROM PLANNING & DEVELOPMENT, P.C. ANY UNAUTHORIZED USE OF THESE DOCUMENTS IS STRICTLY PROHIBITED. ANY COPY, CHANGE OR USE OF THESE DOCUMENTS WITHOUT WRITTEN CONSENT FROM PLANNING & DEVELOPMENT, P.C. SHALL BE SUBJECT TO LEGAL ACTION.

FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT PC**  
BEAUFORT, SC 29901  
(706)319-4434  
pdpc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
TM#R123-018-000-0470-0000  
R123-018-000-0469-0000  
R123-018-000-0468-0000

**LEGEND**

**REFERENCE PLATS**

REFERENCE #1  
PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC SHOWING PHASE I BLUE - GRAY ESTATES BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 1-19-1999

REFERENCE #2  
TREE & TOPOGRAPHIC SURVEY PREPARED FOR SECESSION GOLF CLUB LOTS C24, C25 & C26 BLUE - GRAY ESTATES PHASE I BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 7-13-2021

**NOTES**

SEE THE PAVING, GRADING & STORM WATER DRAINAGE PLAN FOR THE IMPLEMENTATION LOCATION OF EACH DETAIL.

ALL SIGNS ARE TO MATCH REQUIREMENTS WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS (MUTCD) 2009 EDITION. ALL SIGN DETAILS ARE REFERENCED FROM THIS MANUAL.

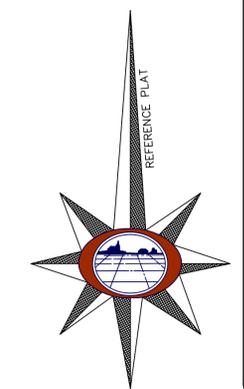
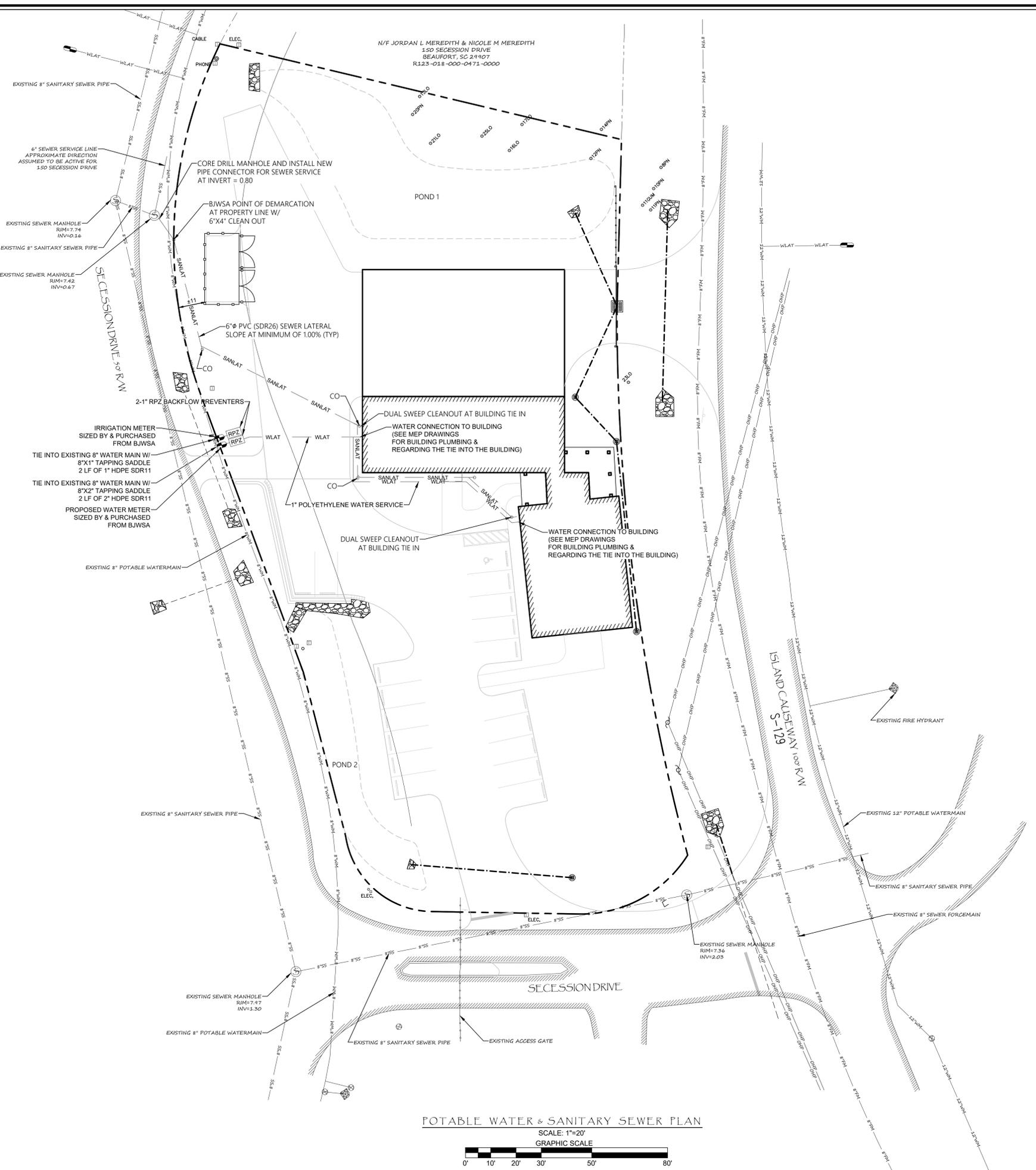
ANY DEVIATION FROM THE APPLICABLE DETAIL DURING CONSTRUCTION IS TO BE APPROVED IN WRITING BY PLANNING & DEVELOPMENT, P.C. PRIOR TO CONSTRUCTION.

TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH MUTCD.

#	DATE	REVISION
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**PAVING, GRADING & STORM WATER DRAINAGE DETAILS**

DRAWN BY: FLB  
CHECKED BY: FLB  
DATE: 07-03-2023  
SCALE: 1"=20'  
PDPC JOB: #SC-77



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FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT PC**  
 BEAUFORT, SC 29901  
 (706) 319-4434  
 pdpc.net

Professional Engineer Seal: No. 34254  
 Professional Engineer Seal: No. 8340

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
**TM#R123-018-000-0470-0000**  
**R123-018-000-0469-0000**  
**R123-018-000-0468-0000**

**LEGEND**

- PVC POLYVINYL CHLORIDE
- WLAT POTABLE WATER LATERAL
- SANLAT SANITARY SEWER LATERAL
- PROPOSED WATER METER (BY BJWSA)
- EXISTING WATER METER
- STORMWATER JUNCTION BOX
- SANITARY SEWER MANHOLE
- TRANSFORMER
- OVERHEAD LIGHTING
- ADJACENT PROPERTY LINE
- EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC SHOWING PHASE I BLUE - GRAY ESTATES BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 1-19-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR SECESSION GOLF CLUB LOTS C34, C35 & C36 BLUE - GRAY ESTATES PHASE I BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506 DATED 7-13-2021

**NOTES**

INFORMATION REGARDING THE PRESENCE, SIZE & LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN SHOWN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE AS BUILTS, BJWSA GIS MAPPING, & BEAUFORT COUNTY GIS MAPPING. NO CERTIFICATION IS MADE AS TO THE ACCURACY OF THOROUGHNESS OF THE INFORMATION REGARDING UTILITIES & STRUCTURES SHOWN HEREON.

PRIOR TO CONSTRUCTION THE CONTRACTOR IS TO LOCATED AND VERIFY ALL EXISTING STORMWATER, POTABLE WATER & SEWER PIPE SIZES & LOCATIONS ARE ACCURATELY PORTRAYED. THE CONTRACTOR IS TO NOTIFY THE PLANNING & DEVELOPMENT, P.C. OF ANY DISCREPANCIES DESCRIBED AS EXISTING WITHIN THE SITE DEVELOPMENT PLANS.

BEAUFORT JASPER WATER & SEWER AUTHORITY (BJWSA) SPECIFICATIONS ARE TO BE FOLLOWED FOR ALL INSTALLATION OF POTABLE WATER & SEWER UTILITIES.

ALL BENCHMARKS ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

THE CONTRACTOR IS TO FIELD VERIFY ALL WATER & SEWER MAINS HAVE A MINIMUM SEPARATION OF 10 FEET HORIZONTALLY. THE WATER & SEWER AUTHORITY MAY ALLOW 5' HORIZONTAL SEPARATION WITH 1.5' VERTICAL SEPARATION IN A SEPARATE TRENCH FROM ANY SANITARY SEWER OR SEWER MANHOLE. WHERE SEPARATION IS LESS THAN 10 FEET DUE TO AN INTERSECTION OF THE UTILITIES, THERE SHALL BE 18" OF SEPARATION BETWEEN THE UTILITIES UNLESS OTHERWISE NOTED ON THE PLAN. CONTRACTOR IS TO FIELD VERIFY SEPARATION OF ALL UTILITY CROSSINGS PRIOR TO COMPLETION OF CONSTRUCTION.

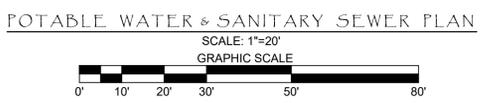
CONTRACTOR TO FIELD VERIFY SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 2% FOR 6" LATERAL AND 2% FOR 4" LATERALS.

WATER METER(S) ARE TO BE SIZED BY BJWSA & PURCHASED FROM BJWSA.

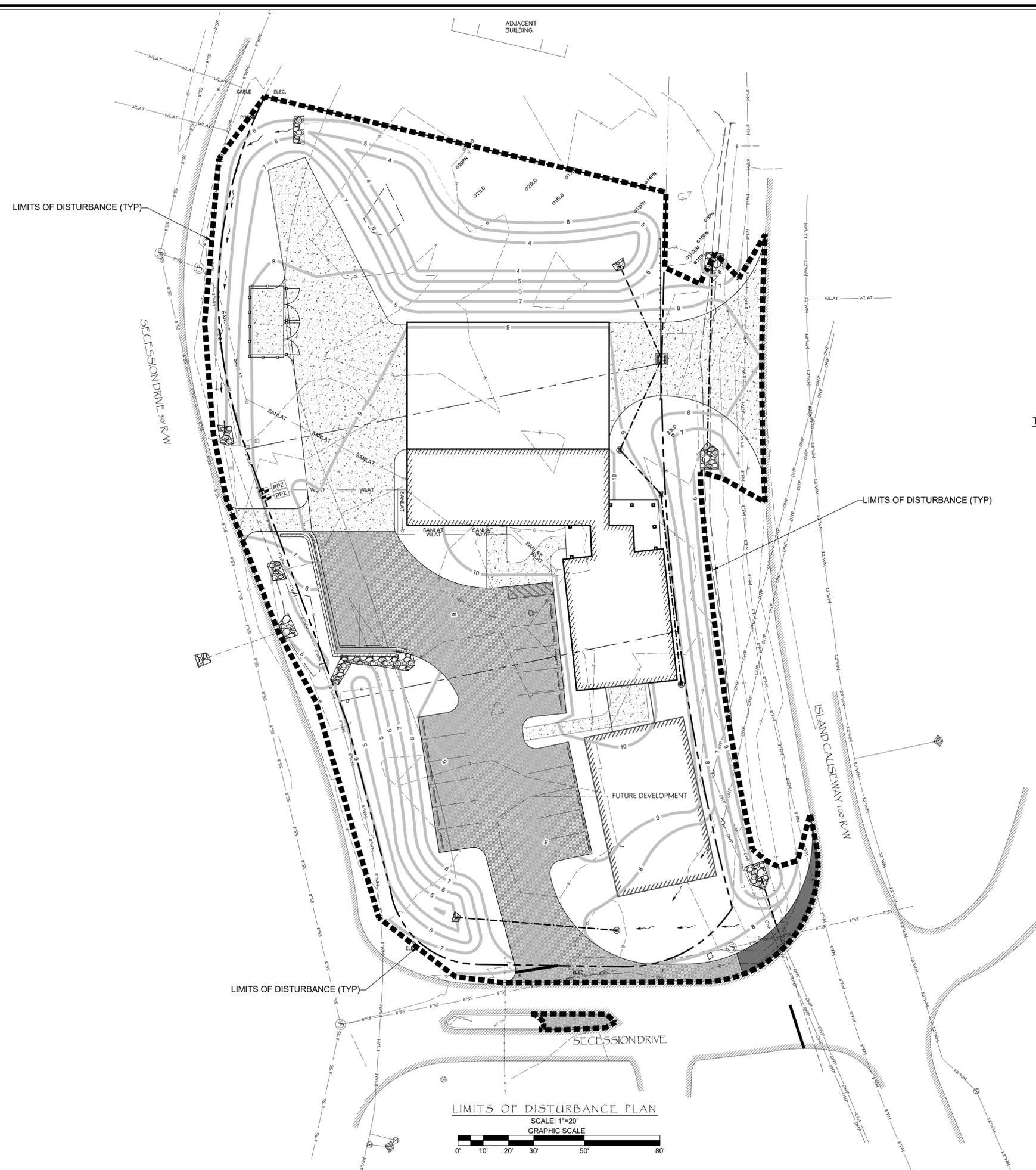
CONTRACTOR IS TO FIELD VERIFY SEPARATION OF ALL UTILITY CROSSINGS PRIOR TO COMPLETION OF CONSTRUCTION PROVIDING FIELD NOTES OF THE MEASURED SEPARATION TO THE ENGINEER OF RECORD FOR VERIFICATION AND RECORD. IF SEPARATION OF UTILITIES IS LESS THAN WHAT IS SPECIFIED WITHIN THE PLANS, THE CONTRACTOR IS TO CONTACT THE ENGINEER OF RECORD FOR INSPECTION.

#	DATE	REVISION
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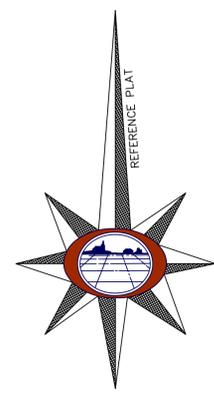
**POTABLE WATER & SANITARY SEWER PLAN**  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77







TOTAL DISTURBANCE = 1.4 AC



**NOT FOR CONSTRUCTION**

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PLANNING & DEVELOPMENT, P.C.  
 LICENSED PROFESSIONAL ENGINEER  
 No. 34254

PLANNING & DEVELOPMENT, P.C.  
 LICENSED PROFESSIONAL ENGINEER  
 No. 63410

FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT PC**  
 PO BOX 1253  
 BEAUFORT, SC 29901  
 (706) 319-4344  
 pdpc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
 TM#R123-018-000-0470-0000  
 R123-018-000-0469-0000  
 R123-018-000-0468-0000

**LEGEND**

- IPF ● 1/2" DIAMETER REBAR FOUND (5/8" REBAR)
- IPS ○ 1/2" DIAMETER REBAR SET (5/8" 24" REBAR)
- PK ● PK NAIL FOUND IN ASPHALT/CONCRETE
- PKS ○ PK NAIL SET IN ASPHALT/CONCRETE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORMWATER JUNCTION BOX
- ⊙ TRANSFORMER
- ☆ OVERHEAD LIGHTING
- - - ADJACENT PROPERTY LINE
- - - EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC  
 SHOWING PHASE I BLUE - GRAY ESTATES  
 BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 1-19-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR  
 SECESSION GOLF CLUB  
 LOTS C34, C35 & C36 BLUE - GRAY ESTATES PHASE I  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 7-13-2021

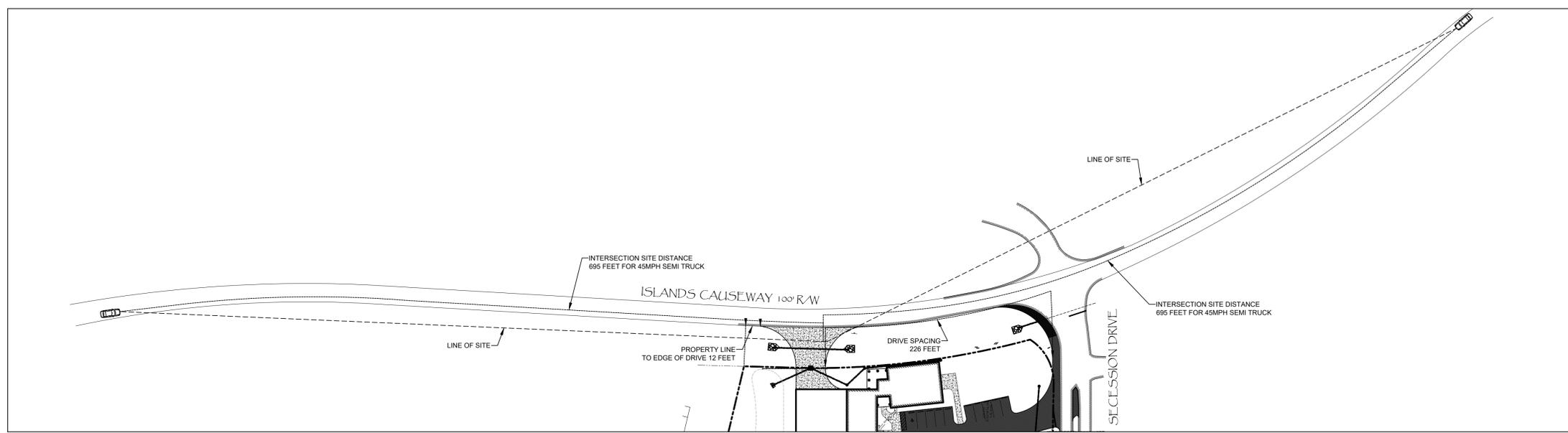
**NOTES**

THE LIMITS OF DISTURBANCE AREA TO REPRESENT THE LIMITS OF SOIL DISTURBANCE AS REQUIRED BY BEAUFORT COUNTY AND SCDHEC FOR THE PROJECT.

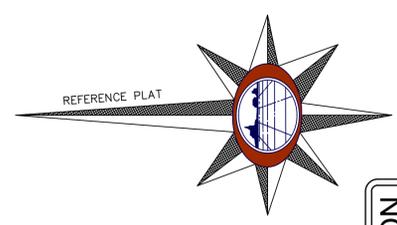
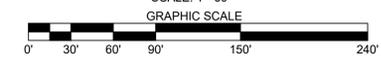
TOTAL LAND DISTURBANCE ON THE PROJECT IS 0.4 ACRES.

#	DATE	REVISION

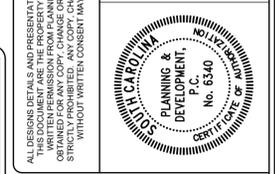
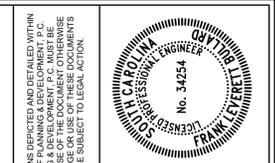
**LIMITS OF DISTURBANCE PLAN**  
 DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 07-03-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77



PROPOSED ACCESS DRIVE SITE TRIANGEL PLAN  
SCALE: 1"=60'



NOT FOR CONSTRUCTION



FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT PC**  
P.O. BOX 1253  
BEAUFORT, SC 29901  
(706) 319-4434  
pdpc.net

SEWER SITE EXHIBIT FOR:  
**SECESSION GOLF CLUB, INC**

PROJECT LOCATION:  
**#144 SECESSION DRIVE**  
**BEAUFORT COUNTY, SC**  
TM#R123-018-000-0470-0000  
R123-018-000-0469-0000  
R123-018-000-0468-0000

**LEGEND**

- HP HIGH POINT
- LP LOW POINT
- TP TOP OF PAVEMENT
- FG FINISHED GRADE
- HDPE HIGH DENSITY POLYETHYLENE
- RCP REINFORCED CONCRETE PIPE
- SM SANITARY SEWER MANHOLE
- SB STORMWATER JUNCTION BOX
- TR TRANSFORMER
- ADJACENT PROPERTY LINE
- - - EXISTING PROPERTY LINE

**REFERENCE PLATS**

**NOTES**

TRAFFIC LANE(S) TO BE TEMPORARILY CLOSED TO PROVIDE SAFETY TO THE PUBLIC AND CONSTRUCTION WORKERS. NO LANE CLOSURES ARE PERMITTED DURING 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY. LANE CLOSURES ARE PERMITTED ALL DAY SUNDAY.

IT IS THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR THAT ANY DAMAGE TO SIDEWALKS, DRAINAGE, GRADING & PAVING ARE TO BE REPAIRED DURING CONSTRUCTION AND STABILIZED UPON COMPLETION.

TRAFFIC CONTROLS FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE M.U.T.C.D. CURRENT VERSION AS OF THE DATE OF THIS DRAWING.

ALL PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.

ALL PAVEMENT WITHIN THE SCDOT RIGHT OF WAY IS TO BE CONSTRUCTED WITH HEAVY DUTY ASPHALT PAVEMENT. ALL FILL WITHIN SCDOT RIGHT OF WAY TO BE FLOWABLE FILL UNLESS OTHERWISE STATED.

RAISED REFLECTIVE PAVEMENT MARKERS TO BE INSTALLED IN ACCORDANCE WITH SCDOT STANDARD DRAWINGS NO 630-105-00 THRU 633-105-00 IN CURRENT EDITION OF SCDOT STANDARD DRAWINGS AS OF THE DATE OF THIS DRAWING.

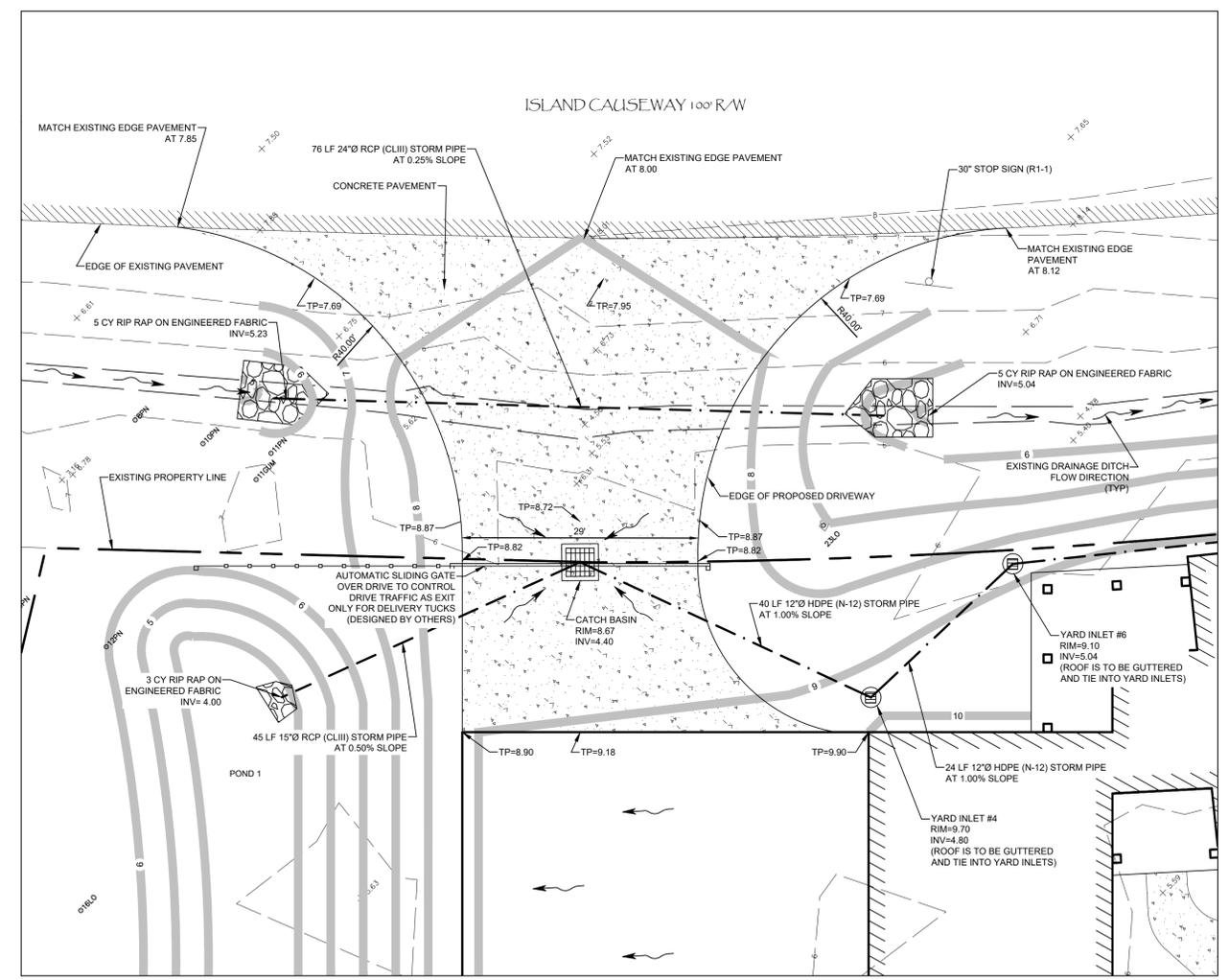
SEE SCDOT STANDARD DRAWINGS 605-10-002 AND 610-030-00 FOR TEMPORARY LANE CLOSURE DUE TO PLANNED CONSTRUCTION ACTIVITIES.

#	DATE	REVISION

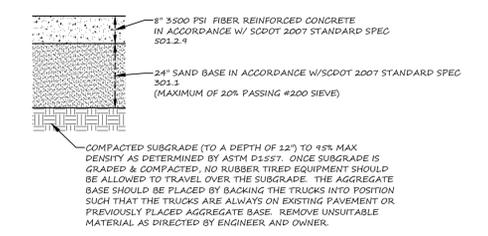
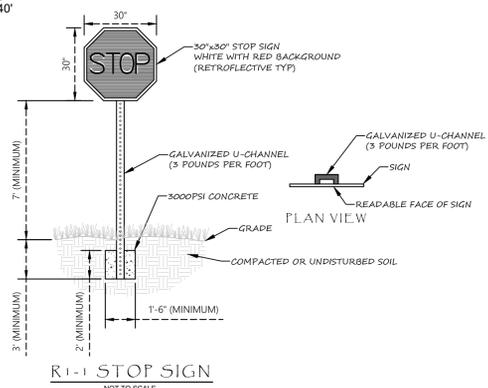
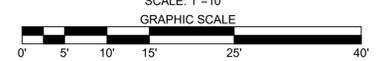
**SCDOT ENCROACHMENT PLAN**  
DRAWN BY: FLB  
CHECKED BY: FLB  
DATE: 07-03-2023  
SCALE: AS NOTED  
PDPC JOB: #SC-77

#	DATE	REVISION

SCDOT ENCROACHMENT PLAN  
DRAWN BY: FLB  
CHECKED BY: FLB  
DATE: 07-03-2023  
SCALE: AS NOTED  
PDPC JOB: #SC-77



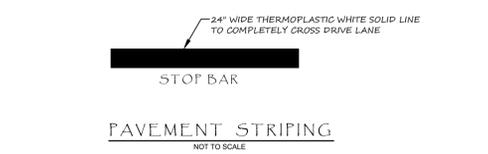
PROPOSED TRUCK EXIT ONLY DRIVE PLAN  
SCALE: 1"=10'



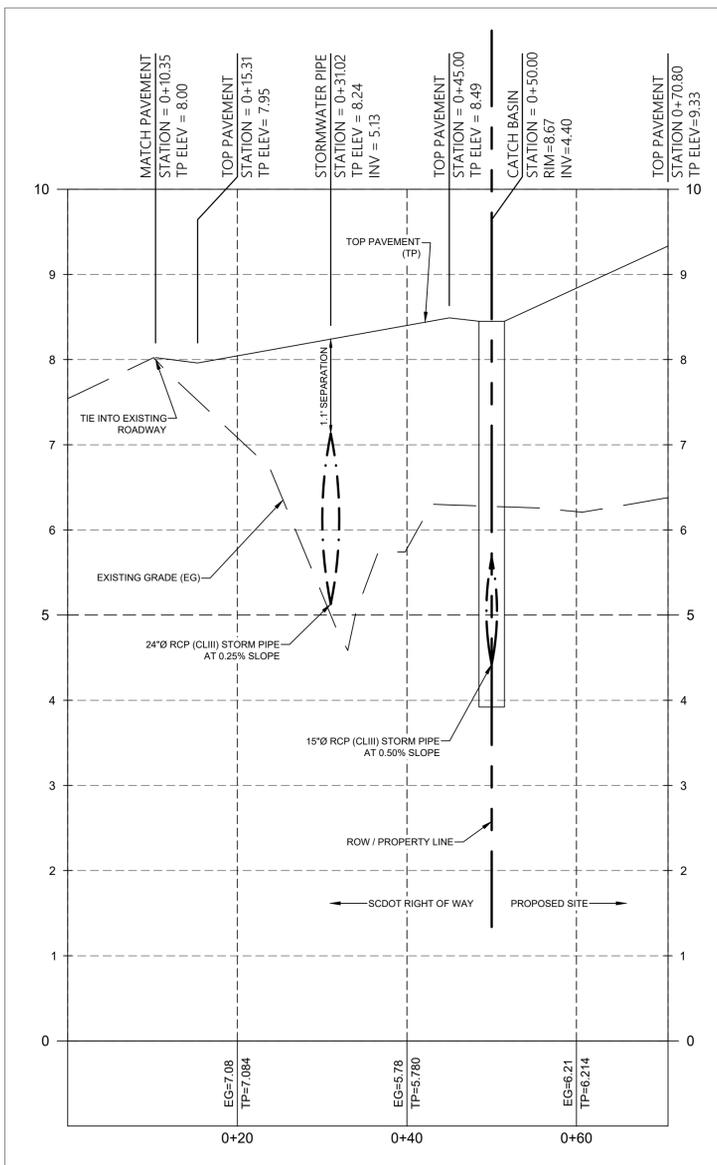
CONCRETE PAVEMENT DETAIL  
NOT TO SCALE

REFER TO SCDOT STANDARD DRAWING #625-305-00

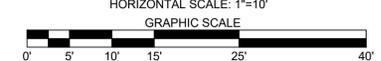
NOTE: MARKINGS TO BE THERMOPLASTIC. ALL ARROWS, LINES & WORD MESSAGES SHALL BE AS REQUIRED BY SCDOT IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE SCDOT STANDARD DRAWINGS FOR ROAD CONSTRUCTION

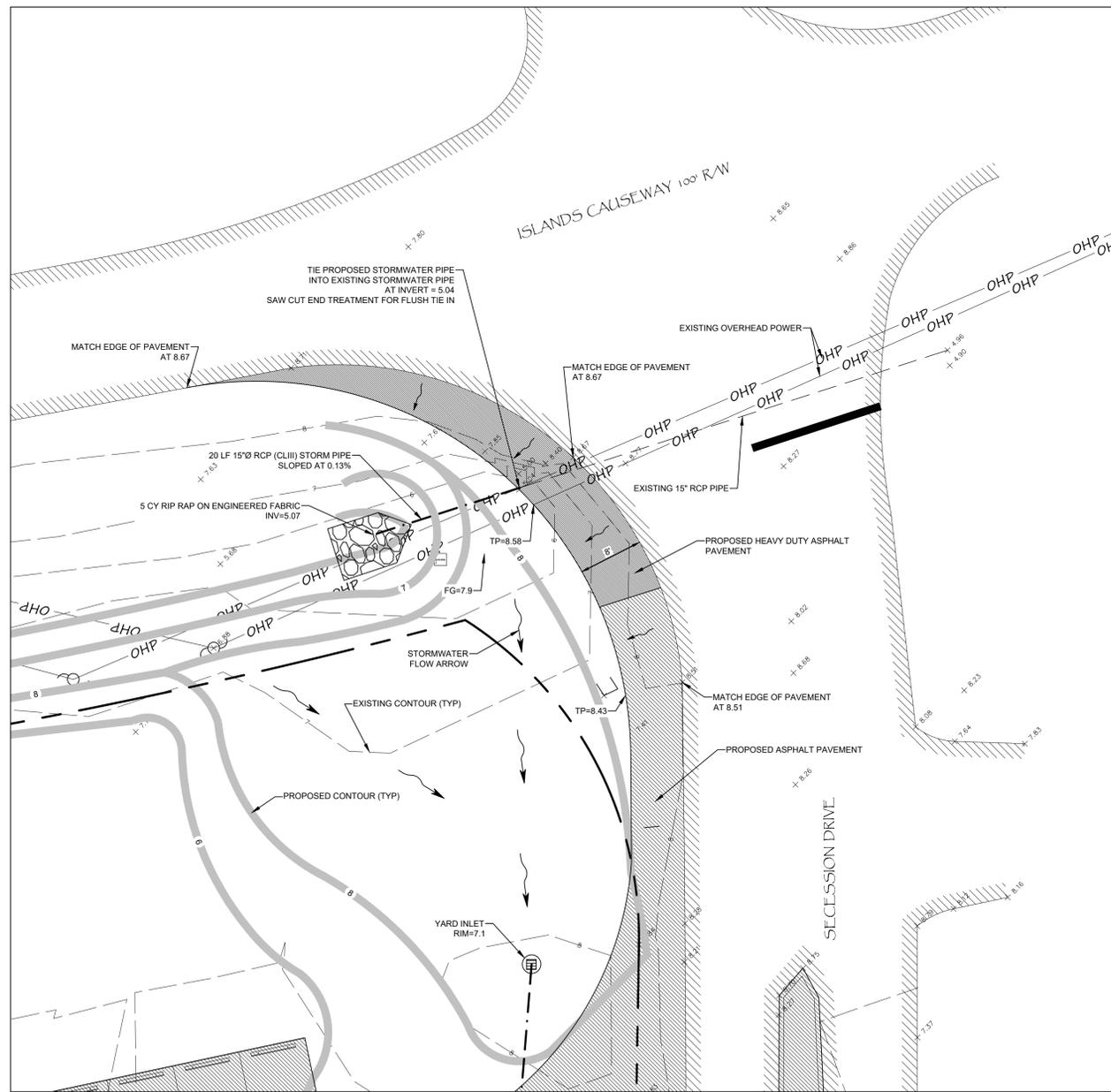


PAVEMENT STRIPING  
NOT TO SCALE



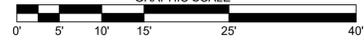
PROPOSED ACCESS DRIVE PROFILE  
HORIZONTAL SCALE: 1"=10'





**PROPOSED ACCESS DRIVE PLAN**

SCALE: 1"=10'  
GRAPHIC SCALE

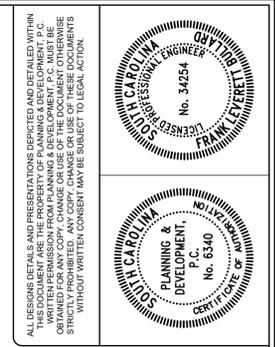
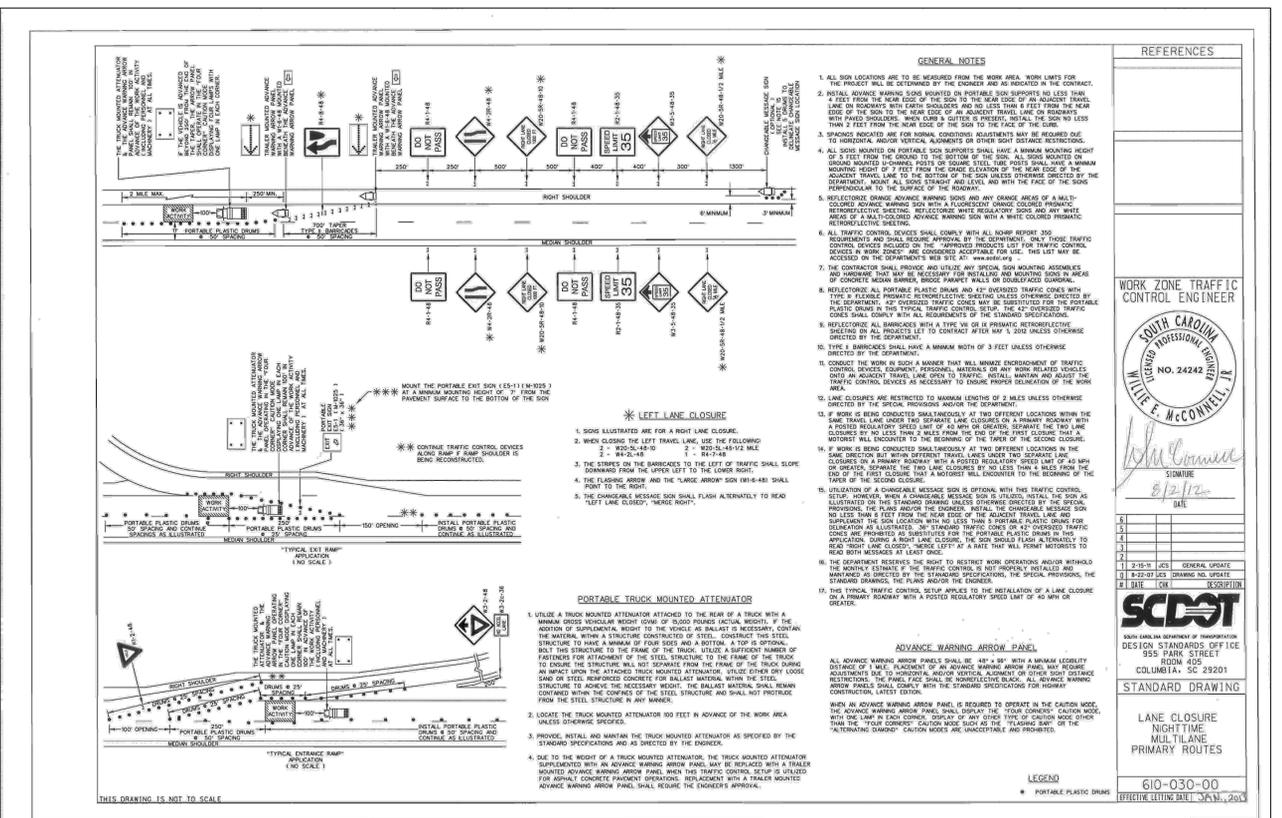
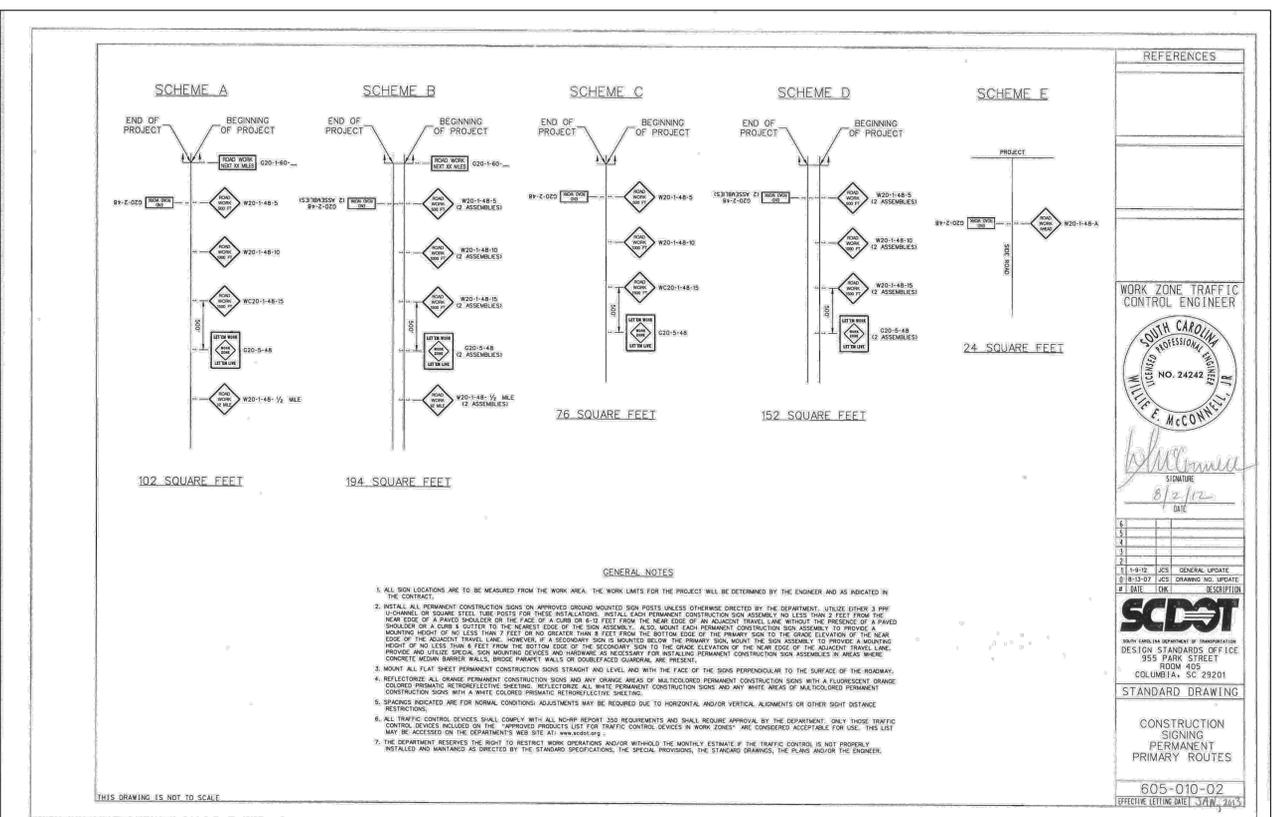


REFERENCE PAVING, GRADING & STORM WATER DRAINAGE PLAN FOR VERIFY ELEVATIONS. CONTRACTOR TO PERFORM POSITIVE DRAINAGE AT A MINIMUM OF 1% SLOPE.

1/2" TYPE B ASPHALT SURFACE COURSE (175#/SY) IN ACCORDANCE W/ SCDOT 2007 STD. SPEC. SEC. 403  
2" TYPE II ASPHALT BINDER COURSE (200#/SY) PER SCDOT 2007 STD. SPEC. SEC. 402  
5" THICK STABILIZED AGGREGATE BASE IN ACCORDANCE W/ SCDOT 2007 STD. SPEC. SEC. 306 COMPACTED TO 95% DENSITY AS DETERMINED BY ASTM D1557. (PRIME COAT REQUIRED)  
24" SAND BASE IN ACCORDANCE W/ SCDOT 2007 STANDARD SPEC 301.1 (MAXIMUM OF 20% PASSING #200 SIEVE)

COMPACTED SUBGRADE (TO A DEPTH OF 24") TO 95% MAX DENSITY AS DETERMINED BY ASTM D1557. ONCE SUBGRADE IS GRADED & COMPACTED, NO RUBBER TIRE EQUIPMENT SHOULD BE ALLOWED TO TRAVEL OVER THE SURGRADE. THE AGGREGATE BASE SHOULD BE PLACED BY BACKING THE TRUCKS INTO POSITION SUCH THAT THE TRUCKS ARE ALWAYS ON EXISTING PAVEMENT OR PREVIOUSLY PLACED AGGREGATE BASE. REMOVE UNSUITABLE MATERIAL AS DIRECTED BY ENGINEER AND OWNER.

**HEAVY DUTY ASPHALT PAVEMENT DETAIL**  
NOT TO SCALE



FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT PC**  
P.O. BOX 1253  
BEAUFORT, SC 29901  
(706)319-4434  
pdpnc.net

SITE DEVELOPMENT PLANS FOR:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE  
BEAUFORT COUNTY, SC  
TM#R123-018-000-0470-0000  
R123-018-000-0469-0000  
R123-018-000-0468-0000**

LEGEND

TRAFFIC LANE(S) TO BE TEMPORARILY CLOSED TO PROVIDE SAFETY TO THE PUBLIC AND CONSTRUCTION WORKERS. NO LANE CLOSURES ARE PERMITTED DURING 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY. LANE CLOSURES ARE PERMITTED ALL DAY SUNDAY.

IT IS THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR THAT ANY DAMAGE TO SIDEWALKS, DRAINAGE, GRADING & PAVING ARE TO BE REPAIRED DURING CONSTRUCTION AND STABILIZED UPON COMPLETION.

TRAFFIC CONTROLS FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE M.U.T.C.D. CURRENT VERSION AS OF THE DATE OF THIS DRAWING.

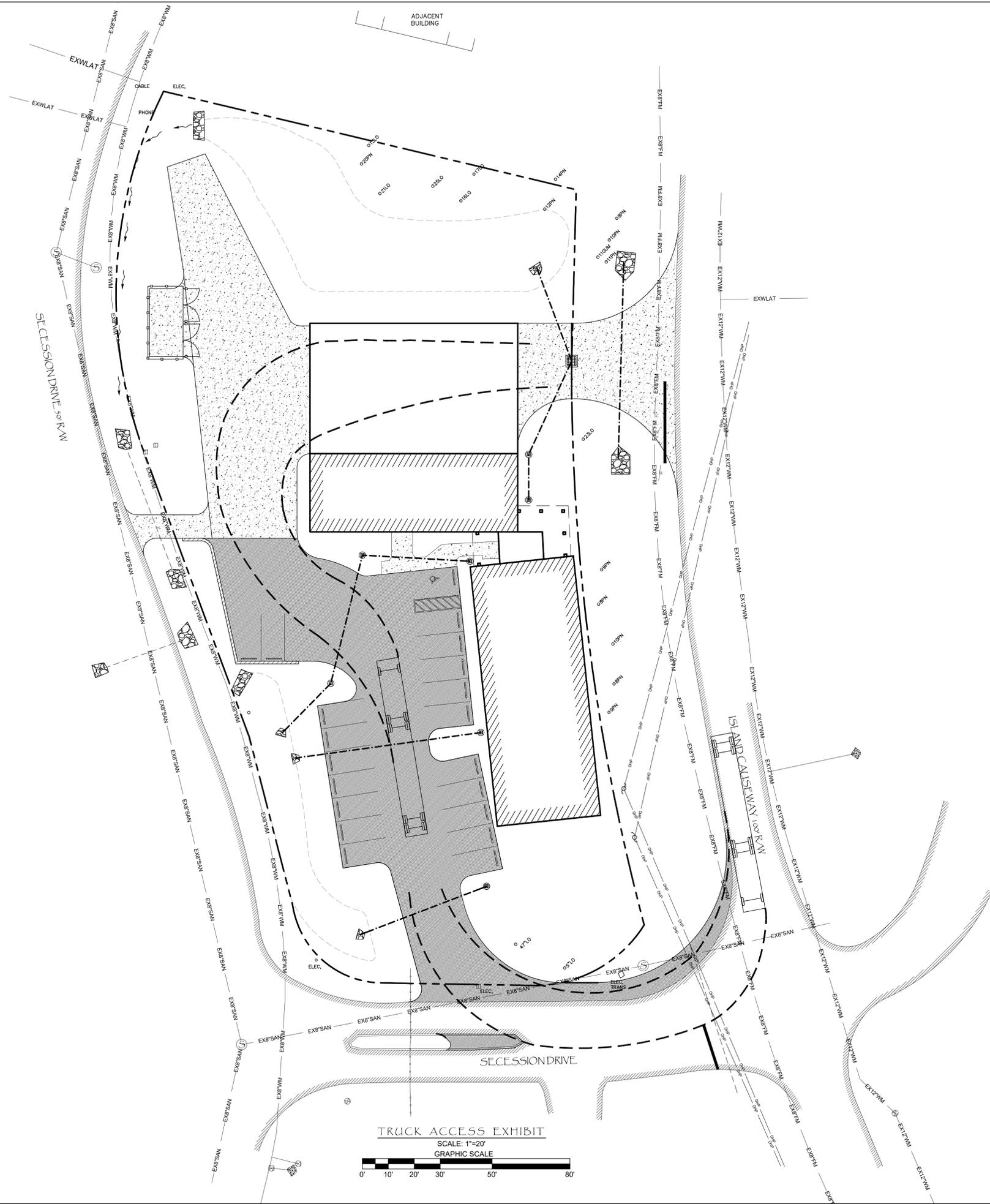
ALL PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.

ALL PAVEMENT WITHIN THE SCDOT RIGHT OF WAY IS TO BE CONSTRUCTED WITH HEAVY DUTY ASPHALT PAVEMENT. ALL FILL WITHIN SCDOT RIGHT OF WAY TO BE FLOWABLE FILL UNLESS OTHERWISE STATED.

RAISED REFLECTIVE PAVEMENT MARKERS TO BE INSTALLED IN ACCORDANCE WITH SCDOT STANDARD DRAWINGS NO. 630-105-00 THRU 630-105-00 IN CURRENT EDITION OF SCDOT STANDARD DRAWINGS AS OF THE DATE OF THIS DRAWING.

SEE SCDOT STANDARD DRAWINGS 605-10-002 AND 610-030-00 FOR TEMPORARY LANE CLOSURE DUE TO PLANNED CONSTRUCTION ACTIVITIES.

SCDOT ENCROACHMENT PLAN & STANDARD DETAILS  
DRAWN BY: FLB  
CHECKED BY: FLB  
DATE: 07-03-2023  
SCALE: 1"=20'  
PDPNC JOB: #SC-77



**NOT FOR CONSTRUCTION**

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PLANNING & DEVELOPMENT P.C.  
 LICENSED PROFESSIONAL ENGINEER  
 No. 34254

PLANNING & DEVELOPMENT P.C.  
 LICENSED PROFESSIONAL ENGINEER  
 No. 63410

FOR THE FIRM OF:  
**PLANNING & DEVELOPMENT P.C.**  
 P.O. BOX 1233  
 BEAUFORT, SC 29901  
 (706) 319-4434  
 pdpc.net

TRUCK ACCESS EXHIBIT:  
**SECESSION GOLF CLUB, INC.**

PROJECT LOCATION:  
**#144 SECESSION DRIVE  
 BEAUFORT COUNTY, SC  
 TM#R123-018-000-0470-0000  
 R123-018-000-0469-0000  
 R123-018-000-0468-0000**

**LEGEND**

- IPF ● 1/2" DIAMETER REBAR FOUND (5/8" REBAR)
- IPS ○ 1/2" DIAMETER REBAR SET (5/8"x24" REBAR)
- PK ● PK NAIL FOUND IN ASPHALT/CONCRETE
- PKS ○ PK NAIL SET IN ASPHALT/CONCRETE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORMWATER JUNCTION BOX
- ⊠ TRANSFORMER
- ☆ OVERHEAD LIGHTING
- - - ADJACENT PROPERTY LINE
- - - EXISTING PROPERTY LINE

**REFERENCE PLATS**

REFERENCE #1  
 PLAT PREPARED FOR BLUE - GRAY ESTATES, LLC  
 SHOWING PHASE BLUE - GRAY ESTATES  
 BEAUFORT COUNTY, SC RMC OFFICE PB 100 PAGE 27  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 1-19-1999

REFERENCE #2  
 TREE & TOPOGRAPHIC SURVEY PREPARED FOR  
 SECESSION GOLF CLUB  
 LOTS C34, C34A, C34B BLUE - GRAY ESTATES PHASE I  
 BY GASQUE & ASSOCIATES - DAVID GASQUE RLS NO. 10506  
 DATED 7-13-2021

**NOTES**

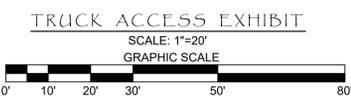
THE LIMITS OF DISTURBANCE AREA TO REPRESENT THE LIMITS OF SOIL DISTURBANCE AS REQUIRED BY BEAUFORT COUNTY AND SCDHEC FOR THE PROJECT.

TOTAL LAND DISTURBANCE ON THE PROJECT IS 0.4 ACRES.

#	DATE	REVISION
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

**TRUCK ACCESS EXHIBIT**

DRAWN BY: FLB  
 CHECKED BY: FLB  
 DATE: 02-21-2023  
 SCALE: 1"=20'  
 PDPC JOB: #SC-77



**422 ROBERT SMALLS PARKWAY  
(GRAY TRACT A)  
SKETCH PLAN**



**CITY OF BEAUFORT**  
**Community Development Department**

SCOTT MARSHALL  
City Manager

1911 BOUNDARY STREET  
BEAUFORT, SC 29902  
(843) 525-7011  
FAX (843) 986-5606

CURT FREESE  
Community Development  
Director

**Date:** February 26, 2024  
**From:** Curt Freese, Community Development Director  
**To:** Planning Commission  
**Issue:** ISSUE: Gray Tract A - 442 Robert Smalls Pkwy, Parking and Landscape Approvals

**Background:**

The apartments at Gray Tract A, were approved in 2022 by the DRB. This approval includes approval of the overall Site Plan, as well as landscaping and parking. The developer at Gray Tract A, submitted an application to reduce the parking by 12 spots, and reduce the required shrubs by 10% on the sides of the building. Staff has informed the Applicant it will not approve the changes, and as the DRB (now PC) approved the plans, they would be required to approve any amendment to the approved plans.

Moreover, the Applicant also installed a fence not to code, in that the posts face the adjoining property instead of the interior as required. Upon investigation of the approval, the fence detail was provided with the overall plans and approved by Community Development Staff in 2022 with posts facing the wrong direction.

**Recommendation:**

There has been no basis provided for the revision, other than cost savings. There is no factor as per of the code which allows a waiver of standards or approvals based on economic savings. Staff recommends disapproval of the request.



MAJOR SUBDIVISION PROCESS
SKETCH PLAN APPLICATION

Community Development Department
1911 Boundary Street, Beaufort, South Carolina, 29902
p. (843) 525-7011 / f. (843) 986-5606
email: development@cityofbeaufort.org website: www.cityofbeaufort.org

Application Fee: \$0

OFFICE USE ONLY: Date Filed: 1-30 Application #: 26373 Zoning District: T5-4C RMX
Site Area: Meeting Date: Feb 26, 2024

Schedule: The Metropolitan Planning Commission (MPC) typically meets the 3rd Monday of each month at 5:00 pm. The complete schedule can be found here - http://www.cityofbeaufort.org/metropolitan-planning-commission.aspx

Submittal Requirements: 7 hard copies and 1 digital copy of all forms and information are required.

Conceptual Request: Sketch Plan as described in Section 9.3.1.B, Conceptual Plat showing lots, roads and street sections, sidewalks, existing/proposed trees, open space.

Applicant Name: Robert Morgan / 4000 Margaret LLC

Applicant Address: 988 Equestrian Drive / Mt. Pleasant, SC 29464

Applicant E-mail: robert.morgan@homesurban.com Applicant Phone Number: 843-860-5676

Applicant Title: [ ] Homeowner [ ] Tenant [ ] Architect [ ] Engineer [x] Developer [ ] Contractor

Owner (if other than the Applicant): N/A

Owner Address: N/A

Project Name: 4000 Margaret (Gray Tract A)

Property Address: 442 Robert Smalls Parkway

Property Identification Number (s):(Tax Map & Parcel Number): R120 028 000 1241 0000

Meeting Date Requested: February 19, 2024

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application? [ ] Yes [x] No

Certification of Correctness: I/we certify that the information in this application is correct.

Applicant's Signature: [Signature] Date: 01/29/2024



## MAJOR SUBDIVISION PROCESS SKETCH PLAN APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
email: [development@cityofbeaufort.org](mailto:development@cityofbeaufort.org) website [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

*Application Fee: \$0*

### Project Information

Project Name: 4000 Margaret (Gray Tract A)

Site Area in Acres: 35.83 AC Zoning District: IC

Proposed Allocations (in acres and gross %):

Developed Area: 30 AC disturbed (81%) Civic/Open Space: 16.5 AC (55%)

Provide a brief Project Narrative:

The project is a multi-family development consisting of apartments and townhomes. The project is over-parked per code requirements. We saw an opportunity to increase green space around one of the community amenities by eliminating the superfluous parking spaces. This allows us to add more greenery to the area as well as provide more separation between the summer house and the street that will improve the experience of the residents and permit more outdoor activities in the area. Furthermore, it removes overall impervious materials for the community allowing for a more sustainable development. We find this to be a win-win modification providing a better community experience while improving our environmental impact and still meeting code requirements

**CONTACT INFORMATION** – Application form & supplementary information may be submitted via email:

E-Mail: [development@cityofbeaufort.org](mailto:development@cityofbeaufort.org) | Phone: (843) 525-7011 | Fax: (843) 986-5606

**NOTE: See page 3 for Major Subdivision Process and Sketch Plan Checklist**



# MAJOR SUBDIVISION PROCESS SKETCH PLAN APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
email: [development@cityofbeaufort.org](mailto:development@cityofbeaufort.org) website: [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

**Application Fee: \$0**

## MAJOR SUBDIVISION PROCESS

### STEP 1 (Consultation):

- ✓ Schedule a Pre-Application conference with a City of Beaufort Planner

### STEP 2 (Sketch Plan Approval):

- ☐ Submit 'Sketch plan' application along with items required on checklist (may need to be submitted to Metropolitan Planning Commission (MPC) by staff for approval)

### STEP 3 (Preliminary Plat Approval):

- Submit 'Preliminary Plat' application along with items required on checklist (fee based on the number of lots)
- Letter from Beaufort-Jasper Water & Sewer Authority (BJWSA) certifying availability of service
- Preliminary and TIA (as required) approvals from SC Dept. of Transportation (843) 524-7255
- Topographical Survey
- Preliminary plat approval prior to site work/infrastructure construction plans being submitted (or bonded)

### STEP 4 (Project Permit Issuance):

- Submit 'Project Permit' for site work/infrastructure along with items required on checklist - complete work (can be bonded)

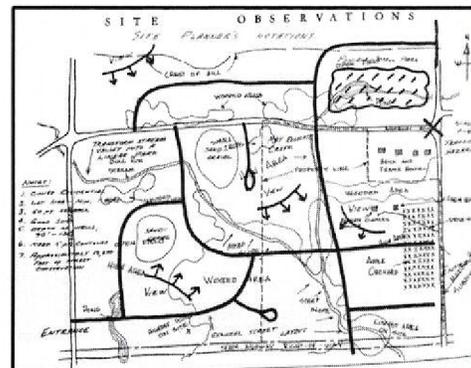
### STEP 5 (Final Plat Approval):

- Complete 'Final Plat' application along with items on checklist once site work/infrastructure has been completed/approved.
- Submit five (5) copies of final plat labeled "Subdivision Plat."
- Final plat will be reviewed, approved, and stamped for recording.

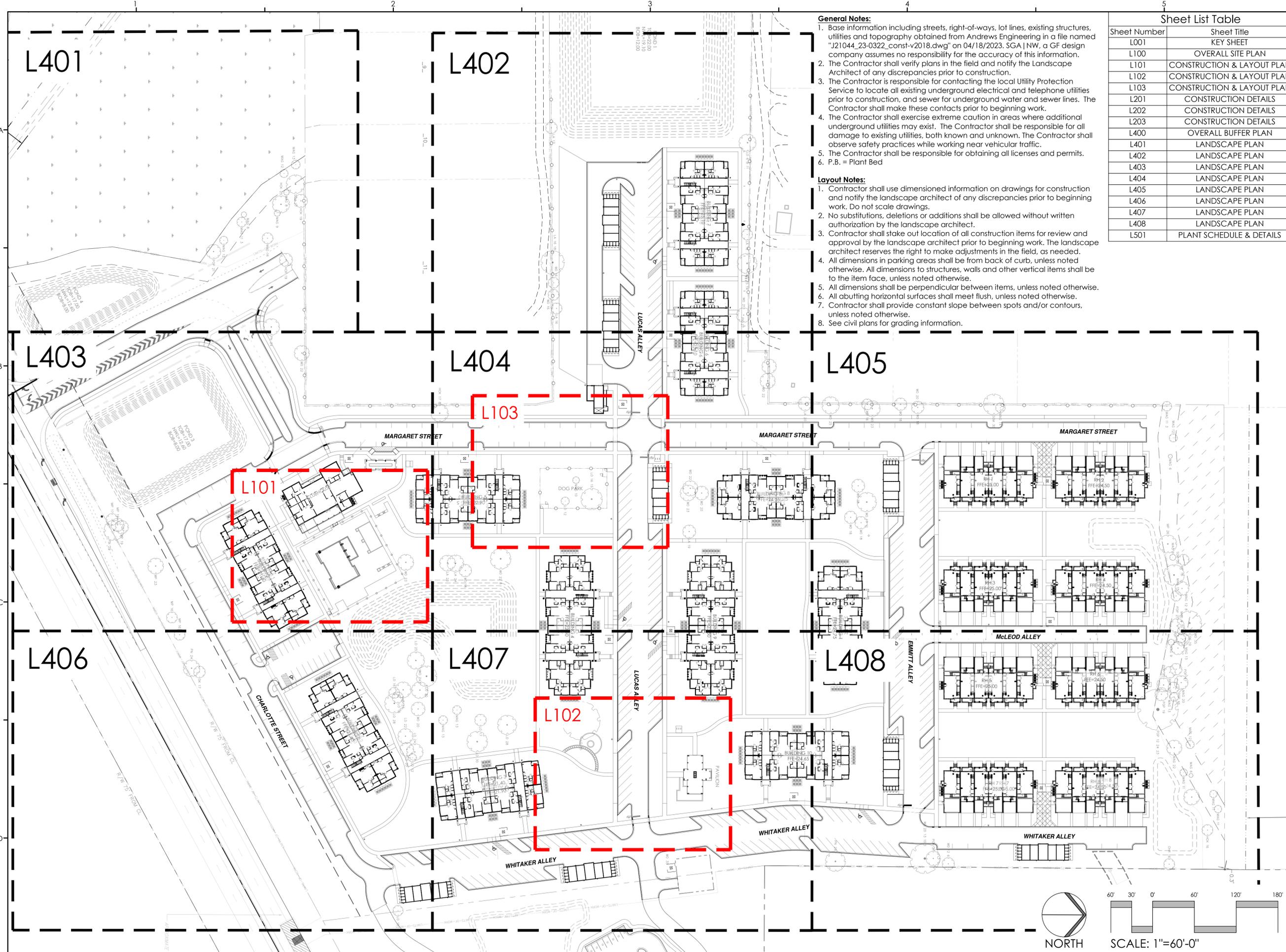
## SKETCH PLAN CHECKLIST

Plan can be a simple line drawing form showing the following:

- Proposed layout of streets
- Proposed layout of lots
- Proposed layout of buildings (general)
- Proposed layout of civic spaces
- Proposed tree coverage and other features in relation to existing conditions



Principles and Practice of Urban Planning 4th Ed. ICMA



- General Notes:**
1. Base information including streets, right-of-ways, lot lines, existing structures, utilities and topography obtained from Andrews Engineering in a file named "J21044\_23-0322\_const-v2018.dwg" on 04/18/2023. SGA | NW, a GF design company assumes no responsibility for the accuracy of this information.
  2. The Contractor shall verify plans in the field and notify the Landscape Architect of any discrepancies prior to construction.
  3. The Contractor is responsible for contacting the local Utility Protection Service to locate all existing underground electrical and telephone utilities prior to construction, and sewer for underground water and sewer lines. The Contractor shall make these contacts prior to beginning work.
  4. The Contractor shall exercise extreme caution in areas where additional underground utilities may exist. The Contractor shall be responsible for all damage to existing utilities, both known and unknown. The Contractor shall observe safety practices while working near vehicular traffic.
  5. The Contractor shall be responsible for obtaining all licenses and permits.
  6. P.B. = Plant Bed

- Layout Notes:**
1. Contractor shall use dimensioned information on drawings for construction and notify the landscape architect of any discrepancies prior to beginning work. Do not scale drawings.
  2. No substitutions, deletions or additions shall be allowed without written authorization by the landscape architect.
  3. Contractor shall stake out location of all construction items for review and approval by the landscape architect prior to beginning work. The landscape architect reserves the right to make adjustments in the field, as needed.
  4. All dimensions in parking areas shall be from back of curb, unless noted otherwise. All dimensions to structures, walls and other vertical items shall be to the item face, unless noted otherwise.
  5. All dimensions shall be perpendicular between items, unless noted otherwise.
  6. All abutting horizontal surfaces shall meet flush, unless noted otherwise.
  7. Contractor shall provide constant slope between spots and/or contours, unless noted otherwise.
  8. See civil plans for grading information.

Sheet List Table	
Sheet Number	Sheet Title
L001	KEY SHEET
L100	OVERALL SITE PLAN
L101	CONSTRUCTION & LAYOUT PLAN
L102	CONSTRUCTION & LAYOUT PLAN
L103	CONSTRUCTION & LAYOUT PLAN
L201	CONSTRUCTION DETAILS
L202	CONSTRUCTION DETAILS
L203	CONSTRUCTION DETAILS
L400	OVERALL BUFFER PLAN
L401	LANDSCAPE PLAN
L402	LANDSCAPE PLAN
L403	LANDSCAPE PLAN
L404	LANDSCAPE PLAN
L405	LANDSCAPE PLAN
L406	LANDSCAPE PLAN
L407	LANDSCAPE PLAN
L408	LANDSCAPE PLAN
L501	PLANT SCHEDULE & DETAILS

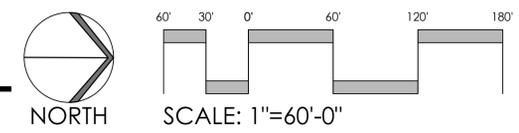
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**4000 Margaret**  
 City of Beaufort, SC

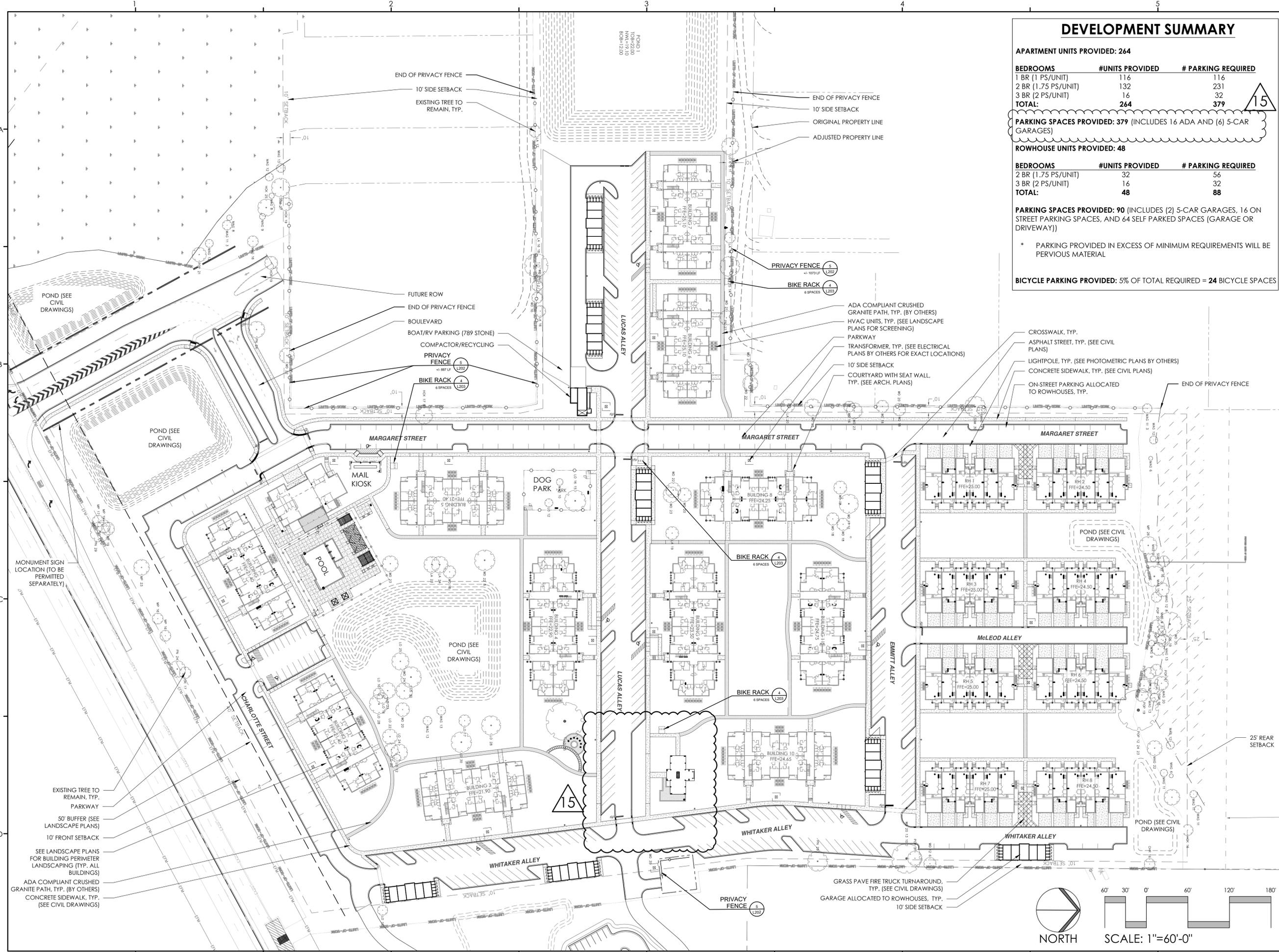
PROJECT NUMBER:  
21-143-01  
 ISSUE DATE:  
5/31/2023  
 DRAWN BY: CMP  
 CHECKED BY: WTE  
**FOR CONSTRUCTION**

Revision Schedule		
#	Description	Date
7	ASI 4	6/13/23
11	ASI 6	9/13/23
15	PARKING CHANGES	12/11/23



KEY SHEET

**L001**



### DEVELOPMENT SUMMARY

APARTMENT UNITS PROVIDED: 264		
BEDROOMS	#UNITS PROVIDED	# PARKING REQUIRED
1 BR (1 PS/UNIT)	116	116
2 BR (1.75 PS/UNIT)	132	231
3 BR (2 PS/UNIT)	16	32
<b>TOTAL:</b>	<b>264</b>	<b>379</b>

**PARKING SPACES PROVIDED: 379** (INCLUDES 16 ADA AND (6) 5-CAR GARAGES)

ROWHOUSE UNITS PROVIDED: 48		
BEDROOMS	#UNITS PROVIDED	# PARKING REQUIRED
2 BR (1.75 PS/UNIT)	32	56
3 BR (2 PS/UNIT)	16	32
<b>TOTAL:</b>	<b>48</b>	<b>88</b>

**PARKING SPACES PROVIDED: 90** (INCLUDES (2) 5-CAR GARAGES, 16 ON STREET PARKING SPACES, AND 64 SELF PARKED SPACES (GARAGE OR DRIVEWAY))

\* PARKING PROVIDED IN EXCESS OF MINIMUM REQUIREMENTS WILL BE PERVIOUS MATERIAL

**BICYCLE PARKING PROVIDED: 5% OF TOTAL REQUIRED = 24 BICYCLE SPACES**



**4000 Margaret**  
 City of Beaufort, SC

PROJECT NUMBER: 21-143-01  
 ISSUE DATE: 5/31/2023  
 DRAWN BY: CMP  
 CHECKED BY: WTE  
**FOR CONSTRUCTION**

Revision Schedule		
#	Description	Date
7	ASI 4	6/13/23
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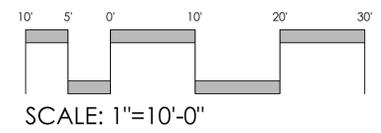
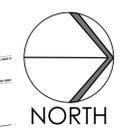
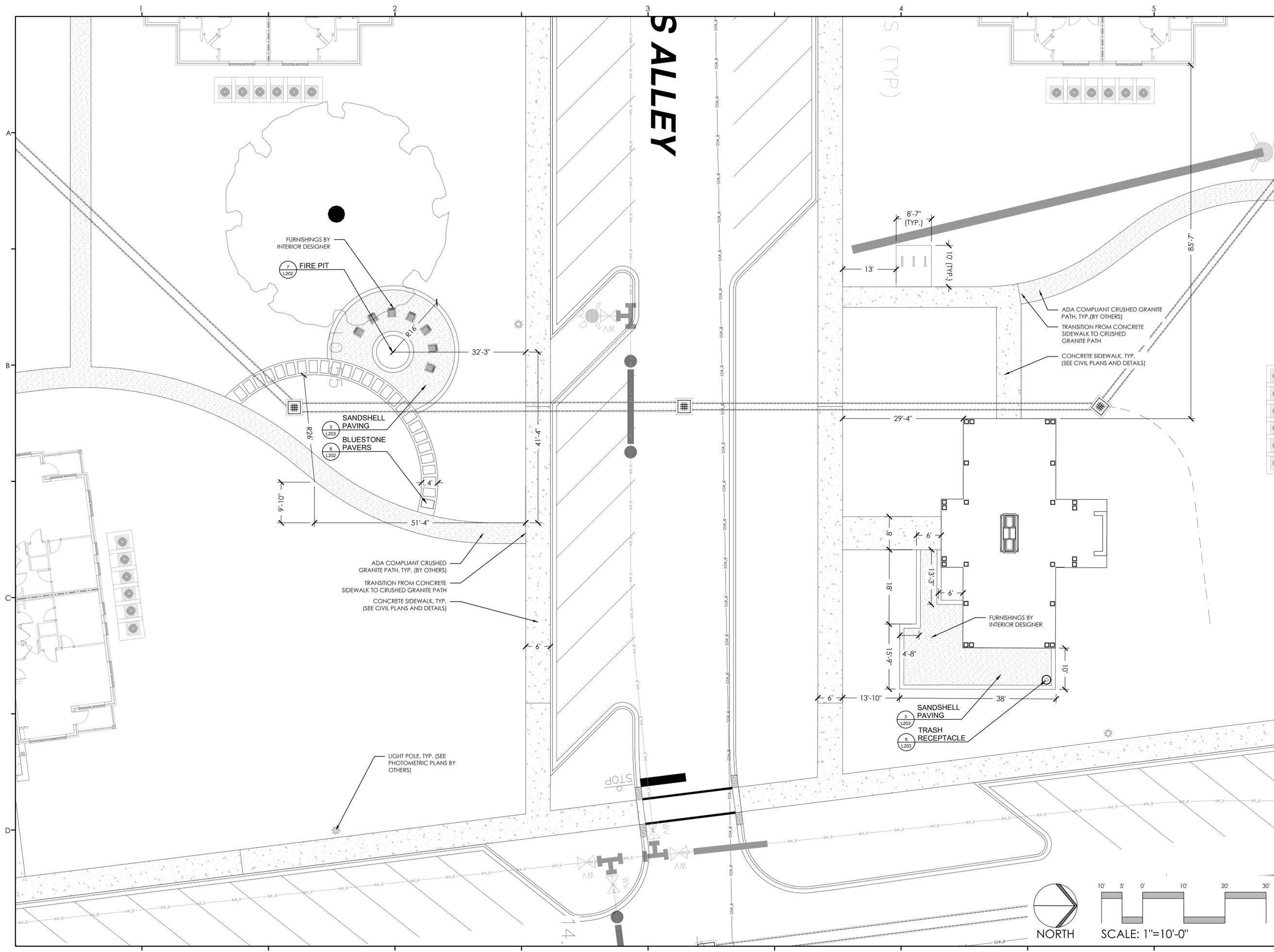


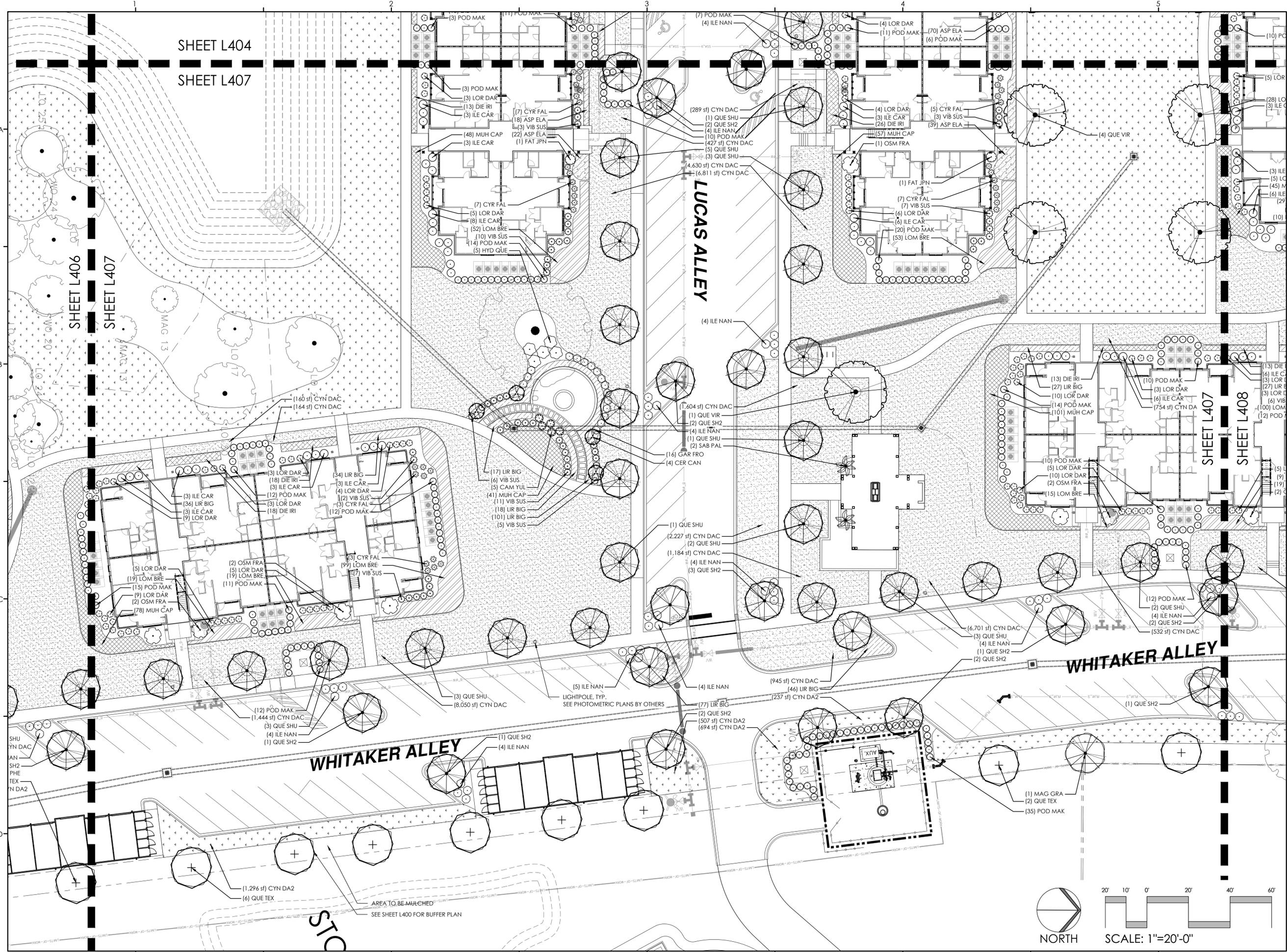
**4000 Margaret**  
City of Beaufort, SC

PROJECT NUMBER:  
21-143-01  
ISSUE DATE:  
5/31/2023  
DRAWN BY: CMP  
CHECKED BY: WTE  
**FOR CONSTRUCTION**

Revision Schedule		
#	Description	Date
7	ASI 4	6/13/23
11	ASI 6	9/13/23
15	PARKING CHANGES	12/11/23

**CONSTRUCTION & LAYOUT PLAN**





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**HOMES URBAN**  
 DEVELOPMENT



**4000 Margaret**  
 City of Beaufort, SC

PROJECT NUMBER: 21-143-01  
 ISSUE DATE: 5/31/2023  
 DRAWN BY: CMP  
 CHECKED BY: WTE

FOR CONSTRUCTION

Revision Schedule		
#	Description	Date
7	ASI 4	6/13/23
11	ASI 6	9/13/23
15	PARKING CHANGES	12/11/23

LANDSCAPE PLAN

**361 ROBERT SMALLS PARKWAY  
ALDI GROCERY  
AT BEAUFORT STATION**



## STAFF REPORT: ALDI

DATE: February 26, 2023

<b><i>GENERAL INFORMATION</i></b>		
<b>Applicant:</b>	ALDI Grocery Stores/Agent for the Morgan Company	
<b>Site Location/Address:</b>	361 Robert Smalls Parkway; R 120-028-000-0138-000	
<b>Applicant's Request:</b>	The Applicant is requesting approval for a new Aldi Grocery store on an outparcel facing Robert Smalls Parkway in the Beaufort Station shopping center.	
<b>Current Zoning:</b>	T5-UC/RMX	
<b><i>ZONING DISTRICT INFORMATION</i></b>		
	<u><b>RMX</b></u>	
<b>Max Density</b>	30 DU per acre	
<b>Min. Lot Size</b>	6,000 sq. ft.	
<b>Min. Frontage Build Out</b>	60'	
<b>Front Setback</b>	10' min/60' max	
<b>Side Setback</b>	10'	
<b>Rear Setback</b>	15'	
<b>Building Height:</b>	4 stories	
<b>Building Frontage Required:</b>	60% of 380' (228' required)	
<b>Parking Required/Provided:</b>	Min Req. 69; Max allowed 97; 94 provided with 40 pervious pavers	
<b><i>SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS</i></b>		
<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning /Buffer required if rezoned</u>
North: T-5 UC/RMX	Commercial	N/A
South: T-5 UC/RMX	Commercial (Beaufort Station)	N/A
East: T-5 UC/RMX	Commercial (Beaufort Station)	N/A
West: IC	Undeveloped	N/A

---

**Background:**

The applicant is proposing a standalone grocery store on a 2.35 acre outparcel at Beaufort Station. While the main Beaufort Station shopping center was approved by the DRB, the outparcels, which were marked for future development are required to obtain PC approval under Section 9.8.2 of the Development Code. The proposed grocery store is ~21,000 sq. ft, with a building frontage along Hwy 170 of 128', 94 parking spaces, of which 40 will be provided on pervious pavers. The grocery store is oriented with the main entrance facing the Eastern parking lot, and another Northern entrance, facing HWY 170. The applicant is proposing roughly ~80' of a wall along the HWY 170 frontage, instead of building frontage.

A TRC/Pre-Design meeting was held on January 25, 2022, and then a formal submittal was made in July of 2022. An application to the DRB was made in September 2022, but the application was pulled from the agenda due to lack of compliance with sections of the Beaufort Development Code. Another application was made in April 2023, and Staff pulled it from the agenda due to issues with compliance with the development code. The Applicant then was heard by the DRB in August 2023 and was turned down by the DRB.

As part of the previous reviews made in 2022, former City Staff expressed some flexibility in allowing a gathering/pedestrian space in lieu of building frontage or adding a liner type store or building. In May-June of this year, a plan which included a covered pedestrian colonnade was submitted, which Staff felt could be considered by the DRB, as it had mass and functioned as part of the building. The Applicant has since gone back to an earlier submittal, where only a blank wall with columns matching the columns on the building extend to the East, to provide what would amount to 54% frontage, should the wall be counted. Staff has been clear a landscape wall is not considered part of the building or frontage requirement, and any exception or variance to such cannot be legally granted by the DRB and would require a variance before the ZOBA.

Since the August 2023 DRB meeting, the applicant went back to the previous design ideas and added the pedestrian colonnade back, while also addressing some of the issues regarding fenestration, blank walls, and other design issues that previously were brought up by Staff.

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## **Site Plan Requirements:**

As aforementioned, Staff identified deficiencies in the Site Plan as per the Code requirements. These code issues regarding the Site Plan include the following:

### ***Primary frontage requirements Section 2.5.1.B.1,***

“Facades shall be built parallel to the principal frontage line, and along a minimum percentage of the frontage width at the setback, as specified in Section 2.4.1.A.4 and Section 4.4 (Private Frontage Type).” Staff notes, the reference to Section 2.4.1.A.4 requires the applicant comply with the 60% minimum frontage build-out in T5-UC.

- ✓ The applicant is proposing the pedestrian colonnade to meet the 60% requirement. The PC must accept the colonnade as satisfying the frontage requirement to approve the request without a variance.

### ***Corner Lots Section 2.5.1.C.1***

Section 2.5.1.C.1, “Buildings located at street intersections shall place the primary building, or part of the building, at the corner; however, gathering spaces may be appropriate at corners of larger developments.

- ✓ The ALDI is located at the corner of the new light and Robert Smalls, offering the colonnade as a pedestrian space to satisfy the frontage requirement as per this section.

### ***Primary Entrance:***

Per Section 2.5.1.D.3, “In the case of corner lots, the primary entrance(s) shall face the street from which the building derives its street address.” ALDI has an address along Robert Smalls Parkway. While an entrance has been provided along Robert Smalls, the primary entrance design is located towards the parking lot.

- ✓ An entrance has been placed towards Robert Smalls, and essentially offers a corner entry with a two story tower feature, to both the parking lot and Robert Smalls. Staff believes this complies with the code.

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**Transparency:**

Per Section 4.6.4.C.1, “Building elevations that face the street shall have at least 40% of the first-floor wall area consist of windows and/or doors, and 15% of upper floors.”

- ✓ The north (front at Robert Smalls) and west (street side at access road) elevations face streets and must comply with these requirements.
- ✓ Staff does have concerns the windows are opaque and do not let light through. To that end, Staff is recommending as a condition either transparent windows, or to back light the windows with low voltage light fixtures.

**Blank Walls/Four-Sided Architecture:**

Per Section 4.6.4.D.2, “facades that are visible from streets, parks, squares, waterways, significant pedestrian spaces, or primary vehicular access points or parking areas:

a. “shall not include expanses of blank walls (without any transparent windows or doors) of 20 linear feet or greater”

b. “shall be divided into architecturally distinct sections (or bays) with similar proportions.

The bays should average no greater than 35 linear feet wide through the use of different architectural divisions or elements such as pilasters, columns, and/or changes in wall depths or floor and roof levels”

**Loading Dock Screening:**

Applicant to ensure that the loading dock is screened from view of Robert Smalls Parkway. Per Section 4.6.1.F.1, “loading areas may be oriented towards adjoining developed properties that are zoned for nonresidential uses if such loading areas are screened from view.”

**Future Land Use:**

The Area is planned for Urban uses and development; a commercial grocery store would be consistent with the future land use. .

**Zoning:**

The zoning of the property T5-UC/RMX allows grocery stores. The applicant has chosen the RMX district which allows more suburban development standards and is consistent with the rest of Beaufort Station.

**Staff Comments**

**Section 9.8.2 Decisions/Findings of Fact:** Following the public meeting, the Planning Commission may approve, deny, or approve with conditions the application for a Major Development. No Major Development shall be approved unless the following findings of fact can be made:

<b><u>9.8.2 Finding of Fact</u></b>	<b><u>Rationale Present (yes/no)</u></b>	<b><u>Staff Analysis of Rationale</u></b>
<p><b>1. The plan is consistent with the adopted plans and policies of the City.</b></p>	<p><b>Yes/ w conditions</b></p>	<ul style="list-style-type: none"> <li>✓ <b>The Plan is consistent with Primary frontage requirements Section 2.5.1.B.1. if the PC agrees the colonnade satisfies the frontage requirements</b></li> <li>✓ <b>The Plan is consistent with the Primary Entrance Section 2.5.1.C.1. “In the case of corner lots, the primary entrance(s) shall face the street from which the building derives its street address.” ALDI has an address along Robert Smalls Parkway.</b></li> <li>✓ <b>Per Section 4.6.4.C.1, “Building elevations that face the street shall have at least 40% of the first-floor wall area consist of windows and/or doors, and 15% of upper floors.” The north (front at Robert Smalls) and west (street side at access road) elevations face streets and must comply with these requirements. All sides of the structure face a street, and only two sides have fenestration. In addition, some of the fenestration provided is not transparent or lit, and only blank fake windows. Compliance will require conditions as noted herein.</b></li> <li>✓ <b>Per Section 4.6.4.D.2 a-b two sides of the building have blank walls and do not possess the architectural diversity or characteristics required of the code sections.</b></li> </ul>

		✓ Per Section 4.6.1.F.1, the loading dock is not screened from the street.
<b>2. The plan complies with all applicable requirements of this Code.</b>	<b>Yes/w conditions</b>	✓ See comments from factor #1, with proper conditions, the project would comply with this factor.
<b>3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed.</b>	<b>Yes</b>	✓ The overall project was approved for traffic, infrastructure, and utilities.
<b>4. The proposed plan conforms to the character of the neighborhood, considering the location, type and height of buildings or structures and the type and extent of landscaping on the site</b>	<b>Yes</b>	✓ Similar commercial outparcels and shopping centers exist in the vicinity.
<b>5. The proposed plan conforms to the Building Design Standards in Article 4.</b>	<b>Yes/w conditions</b>	<p>✓ See Finding #1, Specifically deficiencies in:</p> <ul style="list-style-type: none"> <li>• Section 4.6.4.D.2 a-b</li> <li>• Section 4.6.4.C.1</li> </ul> <p>Proposed Conditions would resolve these issues.</p>
<b>6. The application will not substantially lessen the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.</b>	<b>Yes/w conditions</b>	✓ With conditions, the request would satisfy the code, and should not lessen the value of property in the area.

## **FINDINGS AND RECOMMENDATIONS**

### **Staff Recommendation:**

**Staff recommends preliminary conditional approval of the request, as it satisfies the requirements of Section 9.8.2 and the Development Code and Comprehensive Plan with the following conditions to be resolved at a Final submittal:**

- 1) The North (front at Robert Smalls) and West (street side at access road) elevations face streets and must comply with the transparency/fenestration requirements. All sides of the structure face a street, and only two sides have fenestration. In addition, some of the fenestration provided is not transparent or lit, and only blank fake windows. All windows must be fully transparent (let light through to the inside) or must back light the windows with low voltage light fixtures.**
- 2) Per Section 4.6.4.D.2, The South and East facades must be divided into architecturally distinct sections (or bays) with similar proportions for every 20 linear feet of the facade. The bays should average no greater than 35 linear feet wide through the use of different Architectural divisions or elements such as pilasters, columns, and/or changes in wall depths or floor and roof levels.**
- 3) Per section 5.8.3.B, “in all districts, lighting shall be directed downward. In addition, upwardly directed lighting shall not be used to illuminate structures, except for low-wattage architectural lighting.” The specified fixtures will need to be changed to only direct light downward. The term low-wattage has been debated by the former DRB and in past projects interpreted to refer to low voltage landscape lighting given a lack of clarity in the code to determine a threshold for low-wattage vs. high wattage. The former DRB has previously not allowed up-light fixtures. Refer to section 5.8.6 Security Lighting for further information on those exterior lights required for security lighting and their angle of direction. Note: the lumen levels and color temperature of specified fixture seem appropriate along with fixture finish.**
- 4) The specified Vintagewood “Cedar” from Nichiha has a faux textured appearance that is not**

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**compliant with section 4.6.4.A.1.b. The applicant shall select a smooth fiber cement siding.**

- 5) In regard to the color “Cedar” (in comment two above), staff recommends the applicant consider a more neutral color such as “Ash” or “Bark”. This comment only relates to color as applicant must provide a fiber cement siding that is smooth. In the renderings, the “Cedar” color looks out of balance with the color palate of the other materials. Pictures of the physical samples aren’t as drastic as the renderings, but the “Cedar” color may need to be reconsidered. Physical samples at the meeting will be helpful for the board to consider.**
- 6) The Pergola End.jpg rendering illustrates the sloping canopy over the entry doors. While staff understands the need to slope this area, the angle of the canopy here appears at odds with the building. Could this area be detached from the larger canopy and elevated slightly so that from this view the canopy appears level over the top of the entry doors? If detached and elevated slightly, this canopy could pitch east to a gutter that diverts water back onto the larger canopy.**



DEVELOPMENT REVIEW PROCESS  
PLANNING COMMISSION APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
Email: development@cityofbeaufort.org / website: www.cityofbeaufort.org

Staff Review  
 Board Review

Application Fee:

OFFICE USE ONLY: Date Filed: 2/20 Application #: 26511 Zoning District: RMX/75-46

**Schedule:** The Planning Commission (PC typically meets the 3<sup>rd</sup> Monday of each month at 5:00 pm. Upon receipt of an application, staff will review the submittal and then contact the applicant letting them know when the meeting will be. A complete schedule can be found at: <https://www.cityofbeaufort.org/710/Planning-Commission>

**Submittal Requirements:** All forms and information shall be submitted digitally + 5 hardcopies of all documents. In addition to a complete application form, applicants shall submit the required items according to the checklists on the subsequent page.

**Review Request:**  Conceptual  Preliminary  Final

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  Yes  No

**Applicant, Property, and Project Information**

Applicant Name: Vanessa Banks - APD Engineering & Architecture, PLLC

Applicant Address: 615 Fishers Run Victor, NY 14564

Applicant E-mail: vbanks@apd.com Applicant Phone Number: (585) 735-7567

Applicant Title:  Homeowner  Tenant  Architect  Engineer  Developer

Owner (if other than the Applicant): Al Keeler - ALDI Inc.

Owner Address: 1597 Dry Pond Road Jefferson, GA 30606

Project Name: ALDI - Beaufort, SC

Property Address: 361 Robert Smalls Pkwy (Outparcel 1)

Property Identification Number (Tax Map & Parcel Number): R120 028 000 0138 000 (Outparcel 1)

Date Submitted: 02/20/24



DEVELOPMENT REVIEW PROCESS  
PLANNING COMMISSION APPLICATION

Community Development Department  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
Email: development@cityofbeaufort.org / Website: www.cityofbeaufort.org

**Required Project Information**

Project Name: ALDI - Beaufort, SC

Property Size in Acres: 2.35 Proposed Building Use: Mercantile (Grocery)

Building Square Footage (if multiple buildings, please list each one and their square footage by floor): 19,677 SF

# of Parking Spaces Required: 69 # of Parking Spaces Provided: 94

Is this project a redevelopment project: Y  N Property valuation: \$ \_\_\_\_\_

Are there existing buildings on the site? Y  N if yes, will they remain? Y N

Developed under T5-UC District/Zone (for Commercial Only)

Provide a brief Project Narrative and outline any specific questions you would like addressed.

This proposed project is part of the new Beaufort Station shopping center development along Robert Smalls Pkwy and Parris Island Gateway

Applicant's Signature: *Vannambacher* Date: 02/21/24

Owner's Signature: *[Signature]* Date: 02/21/24

(The owner's signature is required if the applicant is not the owner.)

**CONTACT INFORMATION:**

Attention: Julie A. Bachety, Administrative Assistant II  
City of Beaufort Community Development Department  
1911 Boundary Street, Beaufort, South Carolina 29902  
E-Mail: [development@cityofbeaufort.org](mailto:development@cityofbeaufort.org) | Phone: (843) 525-7011 | Fax: (843) 986-5606





**S.C. ROUTE 170**  
 (A/K/A ROBERT SMALLS PARKWAY)  
 100' R/W

SITE INFORMATION			
PROJECT ADDRESS	361 ROBERT SMALLS PARKWAY, BEAUFORT, SOUTH CAROLINA 29906		
PARCEL NUMBER	-		
PARCEL ZONING	T5-UC / RMX		
PROJECT AREA	-		
BUILDING SETBACK	LANDSCAPE SETBACK		
FRONT	50'	FRONT	50'
SIDE	15'	SIDE	-
REAR	0'	REAR	-



**PARKING CALCULATIONS:**  
 REQUIRED MINIMUM PARKING STALLS: 69  
 MAXIMUM ALLOWABLE PARKING STALLS: 97  
 PROVIDED PARKING STALLS: 94  
 PERVIOUS PAVERS: 40

- GENERAL SITE NOTES:**
- HANDICAPPED PARKING AND ACCESSIBLE ROUTES SHALL MEET THE AMERICANS WITH DISABILITIES ACTS STANDARDS FOR ACCESSIBLE DESIGN - LATEST EDITION. SIDEWALKS SHALL NOT EXCEED 5% MAXIMUM LONGITUDINAL SLOPE AND 2% MAXIMUM CROSS SLOPE. ACCESSIBLE PARKING STALLS SHALL NOT EXCEED 2% MAXIMUM SLOPE IN ALL DIRECTIONS. ACCESSIBLE RAMPS SHALL NOT EXCEED 12H:1V GRADE.
  - ALL SIGNS AND STRIPING SHALL CONFIRM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - LATEST EDITION AND/OR DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
  - ALL DIMENSIONS ARE MEASURED TO THE FACE OF CURB (WHEN PRESENT), EDGE OF ASPHALT AND/OR EDGE OF BUILDING.
  - HORIZONTAL DATA SHOWN HEREON IS BASED ON [COORDINATE SYSTEM]. VERTICAL DATA SHOWN HEREON IS BASED ON NAVD 88(12B).

- PAVEMENT INSTALLATION:**
- ALL PAVEMENT AREA INSTALLATION, SUB BASE, BASE, AND TOPPING SHALL BE WITNESSED AND INSPECTED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA. THIS ENGINEER SHALL BE THE GEOTECHNICAL ENGINEER HIRED TO PERFORM THE SITE TESTING FOR THIS PROJECT.

**HATCH LEGEND:**

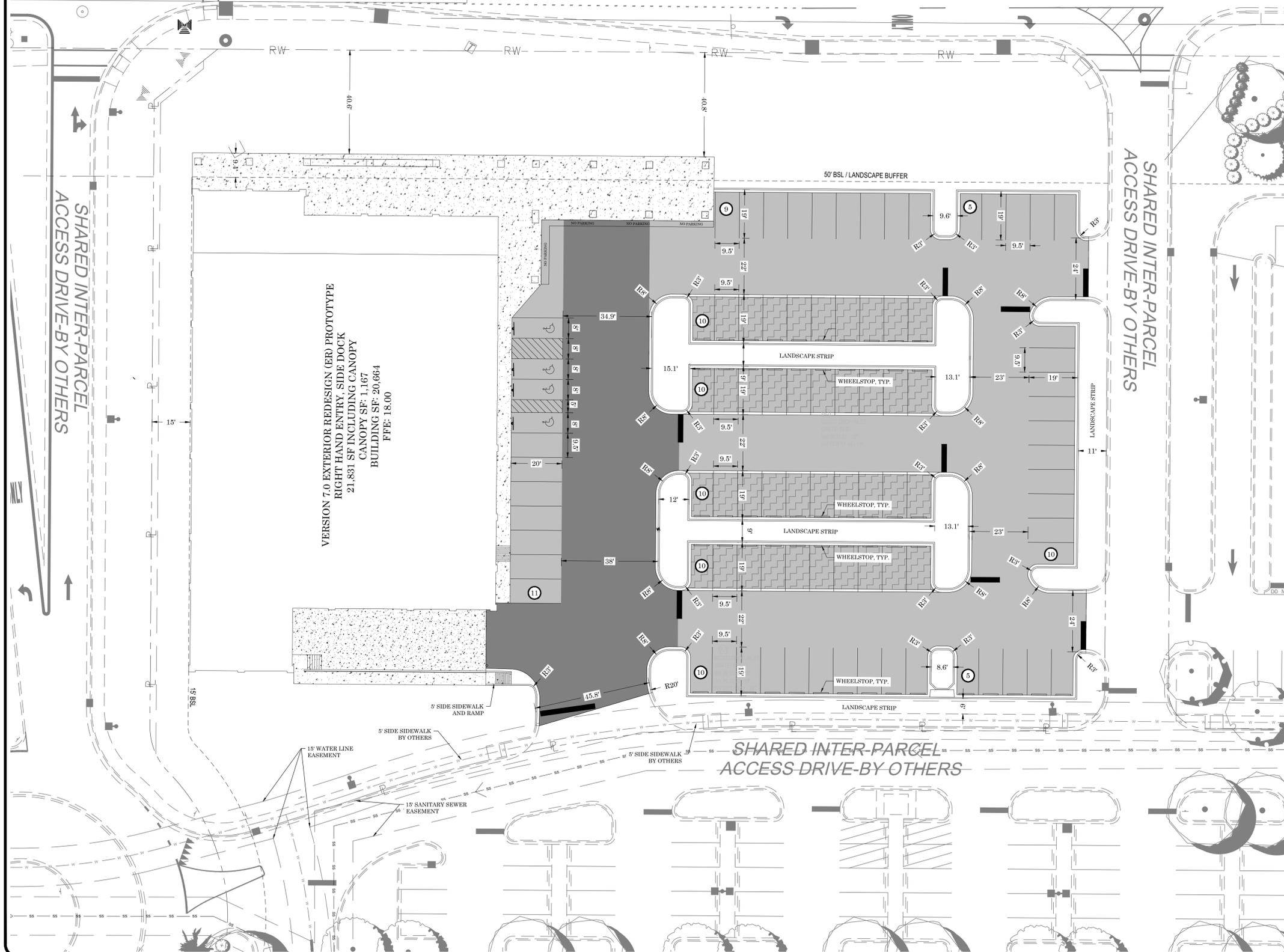
	STANDARD DUTY ASPHALT PAVEMENT		CONCRETE SIDEWALK
	HEAVY DUTY ASPHALT PAVEMENT		HEAVY DUTY CONCRETE PAVEMENT
	PERVIOUS PAVERS		

**AES PROJECT NUMBER**  
61152

**DATE OF PLANS**  
02/20/2024

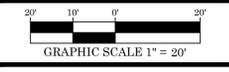
**REVISIONS**

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**ALDI AT BEAUFORT STATION**  
 ALDI, INC.  
 LAYOUT PLAN

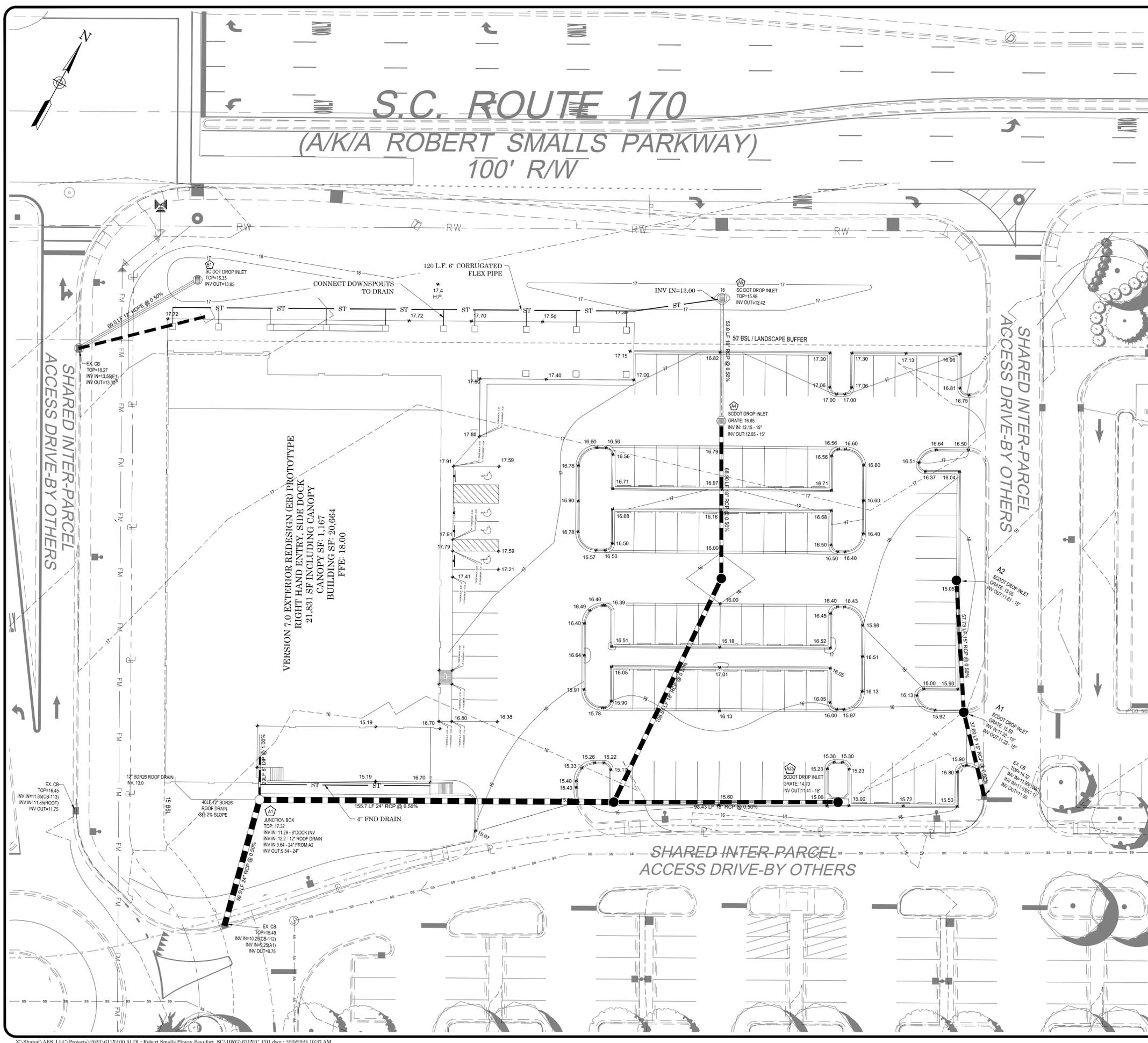
BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA



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# S.C. ROUTE 170 (A/K/A ROBERT SMALLS PARKWAY) 100' R/W



SITE INFORMATION	
PROJECT ADDRESS	361 ROBERT SMALLS PARKWAY, BEAUFORT, SOUTH CAROLINA 29906
PARCEL NUMBER	-
PARCEL ZONING	T5-UC / RMX
PROJECT AREA	-
BUILDING SETBACK	LANDSCAPE SETBACK
FRONT 50'	FRONT 50'
SIDE 15'	SIDE -
REAR 0'	REAR -

- PAVING, GRADING, & DRAINAGE NOTES:**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL FILL MATERIAL. FILL MATERIAL SHALL BE CLEAN AND FREE OF ALL DEBRIS AND ORGANIC MATERIAL. SUITABLE FILL MATERIAL SHALL BE PLACED IN LIFTS OF 8" OR LESS AND COMPACTED TO 95% STANDARD PROCTOR.
  - A GEOTECHNICAL REPORT HAS BEEN PREPARED BY [COMPANY] AND DATED [DATE]. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST.
  - THE CONTRACTOR SHALL GRADE THE SITE TO PROVIDE POSITIVE DRAINAGE AS INDICATED BY THE PROPOSED ELEVATIONS, CONTOURS, AND DRAINAGE SLOPE ARROWS.
  - FINISHED GRADE ELEVATIONS SHOWN ARE TOP OF PAVEMENT / FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, VALVE BOXES, ECT.) TO FINISHED GRADE ELEVATIONS.
  - FINAL GRADES SHALL BE FLUSH WITH BACK OF CURB, EDGE OF PAVEMENT, AND / OR SIDEWALK GRADES.
  - HANDICAPPED PARKING AND ACCESSIBLE ROUTES SHALL MEET THE AMERICANS WITH DISABILITIES ACTS STANDARDS FOR ACCESSIBLE DESIGN - LATEST EDITION. SIDEWALKS SHALL NOT EXCEED 5% MAXIMUM LONGITUDINAL SLOPE AND 2% MAXIMUM CROSS SLOPE. ACCESSIBLE PARKING STALLS SHALL NOT EXCEED 2% MAXIMUM SLOPE IN ALL DIRECTIONS. ACCESSIBLE RAMPS SHALL NOT EXCEED 12H:1V GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ADA GUIDELINES FOR HANDICAPPED PARKING / ACCESSIBLE ROUTES.
  - SEE DETAILS FOR TYPICAL PAVEMENT SECTIONS

- KEY NOTES:**
- CONNECT DOWNSPOUTS TO 6" FLEX PIPE W/ 12" TRUNK LINE. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION
  - PROVIDE SMOOTH TRANSITION TO EXISTING GRADE

**SPOT GRADE LEGEND:**

	EXISTING GRADE		PROPOSED TOP OF CONCRETE
	PROPOSED GRADE		PROPOSED LOW POINT
	PROPOSED TOP OF PAVEMENT		PROPOSED HIGH POINT



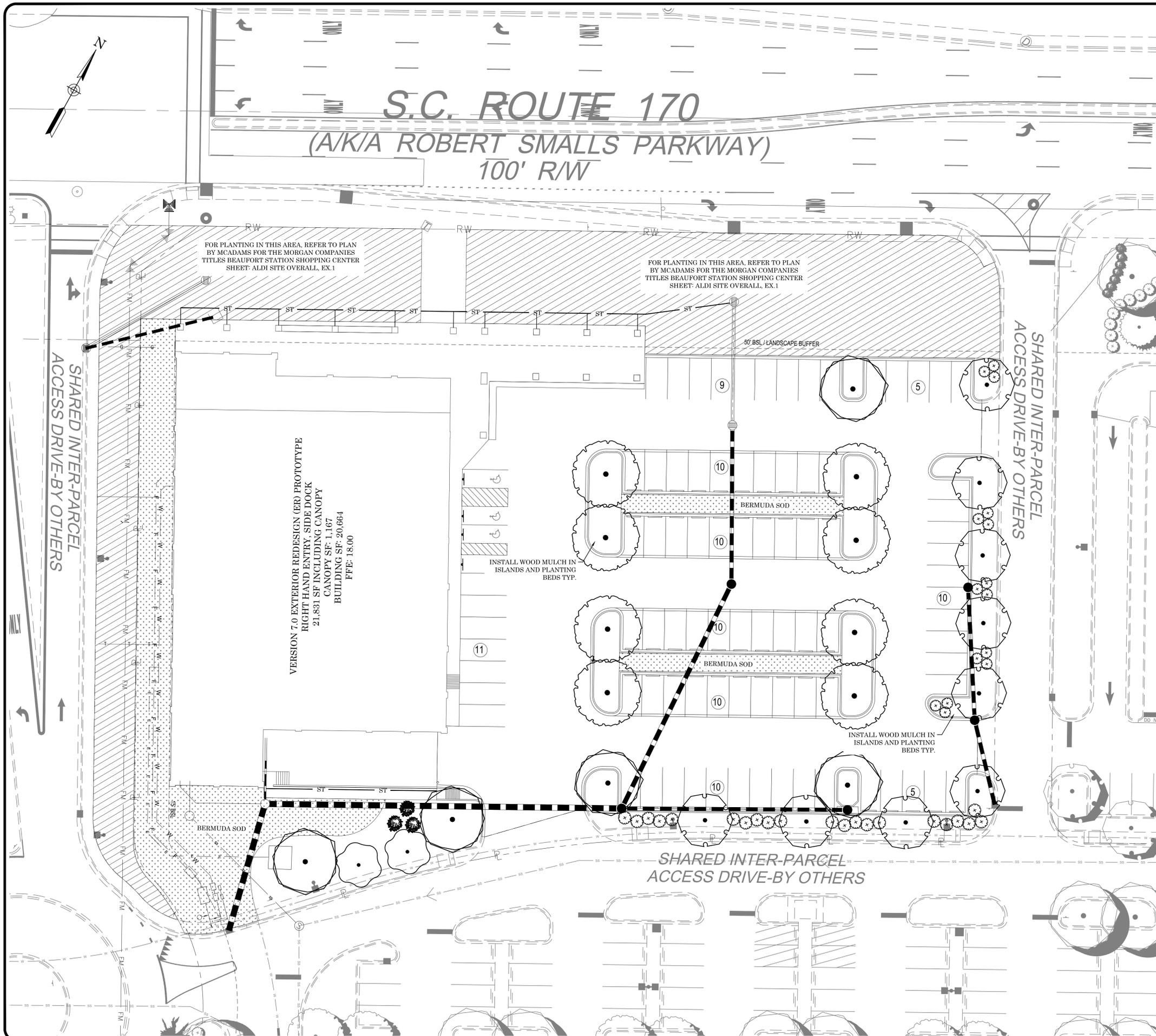
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61152		
DATE OF PLANS		
02/20/2024		
REVISIONS		
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**ALDI AT BEAUFORT STATION**  
ALDI, INC.  
**GRADING AND DRAINAGE PLAN**

BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA

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SITE INFORMATION			
PROJECT ADDRESS	361 ROBERT SMALLS PARKWAY, BEAUFORT, SOUTH CAROLINA 29906		
PARCEL NUMBER	-		
PARCEL ZONING	T5-UC / RMX		
PROJECT AREA	-		
BUILDING SETBACK	LANDSCAPE SETBACK		
FRONT	50'	FRONT	50'
SIDE	15'	SIDE	-
REAR	0'	REAR	-



- LANDSCAPING NOTES:**
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
  - THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON ALL DRAWINGS.
  - ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
  - NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING HAS BEEN COMPLETED AND APPROVED BY THE PROJECT ARCHITECT OR EQUAL.
  - ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANTS ORIGINAL GRADE BEFORE DIGGING.
  - ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING.
  - WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
  - THE DAY PRIOR TO PLANTING, THE LOCATION OF ALL TREES AND SHRUB SHALL BE STAKED FOR APPROVAL, THE PROJECT LANDSCAPE ARCHITECT OR EQUAL.
  - ALL PLANT MATERIAL SHALL BE SELECTED AT THE NURSERIES BY THE PROJECT LANDSCAPE ARCHITECT OR EQUAL.
  - ALL PLANTS SHALL BE INSTALLED AS PER DETAILS AND THE CONTRACT SPECIFICATIONS.
  - ALL PLANTS AN STAKES SHALL BE SET PLUM UNLESS OTHERWISE SPECIFIED.
  - THE LANDSCAPE CONTRACTOR SHALL PROVIDE FILL AS PER THE CONTRACT SPECIFICATIONS.
  - ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED WEEKLY, IF NECESSARY, DURING THE FIRST GROWING SEASON.
  - THE LANDSCAPE CONTRACTOR SHALL REFER TO THE CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
  - THE LANDSCAPE CONTRACTOR SHALL REFER TO THE PLANT LIST FOR SEASONAL REQUIREMENTS RELATED TO THE TIME OF PLANTING.
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTINGS INCLUDING BUT NOT LIMITED TO WATERING, SPRAYING, MULCHING, FERTILIZING, ETC. OF PLANTING AREAS & LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE LANDSCAPE ARCHITECT OR THE OWNER.
  - ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AT A MINIMUM DEPTH OF 3" USING A SHREDDED HARDWOOD MULCH, PINESTRAW, OR SIMILAR MATERIAL.
  - ALL DISTURBED AREAS NOT COVERED BY STRUCTURES, PAVING OR LANDSCAPING SHALL BE EITHER SEEDED OR SODDED.
  - ALL PLANTINGS SHALL BE THOROUGHLY WATERED BY THE LANDSCAPE CONTRACTOR AT THE TIME OF THE PLANTINGS.
  - MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER GRASSING. WATER REGULARLY TO KEEP LAWN AREAS MOIST TO MAXIMIZE GERMINATION AND MAINTAIN OPTIMUM GROWTH AND SURVIVAL TO ACHIEVE AN ACCEPTABLE STAND OF ESTABLISHED LAWN.

AES PROJECT NUMBER		61152
DATE OF PLANS		02/20/2024
REVISIONS		
NO.	DATE	DESCRIPTION
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VERSION 7.0 EXTERIOR REDESIGN (FER) PROTOTYPE  
 RIGHT HAND ENTRY, SIDE DOCK  
 21,831 SF INCLUDING CANOPY  
 CANOPY SF: 1,167  
 BUILDING SF: 20,664  
 FFE: 18.00

**ALDI AT BEAUFORT STATION**  
 ALDI, INC.  
**LANDSCAPE PLAN**

BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA

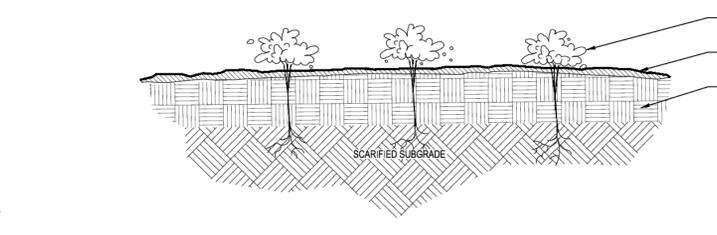
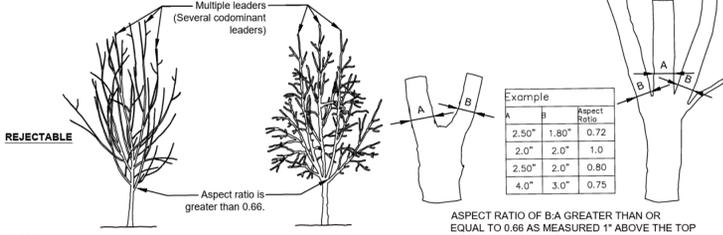
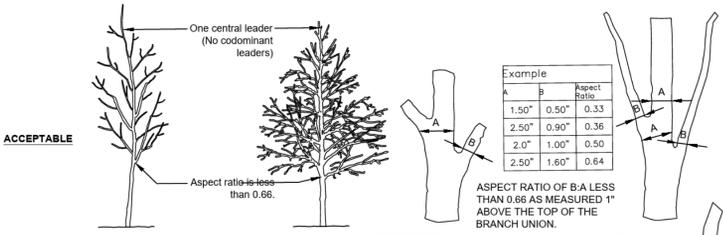


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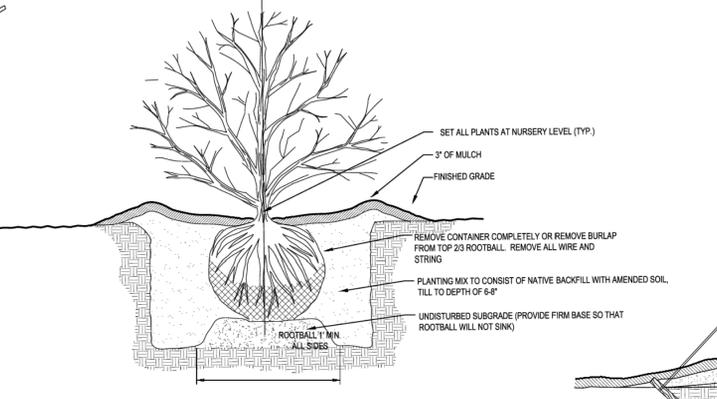
# PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	CONT	REMARKS
	AO	6	OCTOBER GLORY RED MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.5" MIN	12' MIN	B&B	TREE AT FULL MATURITY: 40-50' HT. AND 25-35' WIDTH. 4 YR SIZE: 20' HT, 5" CAL
	QH	5	HIGHRISE LIVE OAK	QUERCUS VIRGINIANA 'QVITA'	2.5" MIN	12' MIN	B&B	TREE AT FULL MATURITY: 30-40' HT. AND 16-25' WIDTH. 4 YR SIZE: 20' HT, 5" CAL
	UA	9	ALLEE LACEBARK ELM	ULMUS PARVIFOLIA 'ALLEE' TM	2.5" MIN	12' MIN	B&B	TREE AT FULL MATURITY: 40-50' HT. AND 35-45' WIDTH. 4 YR SIZE: 20' HT, 5" CAL
	MG	2	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	2" MIN	12' MIN	B&B	TREE AT FULL MATURITY: 40-50' HT. AND 35-45' WIDTH. 4 YR SIZE: 20' HT, 5" CAL

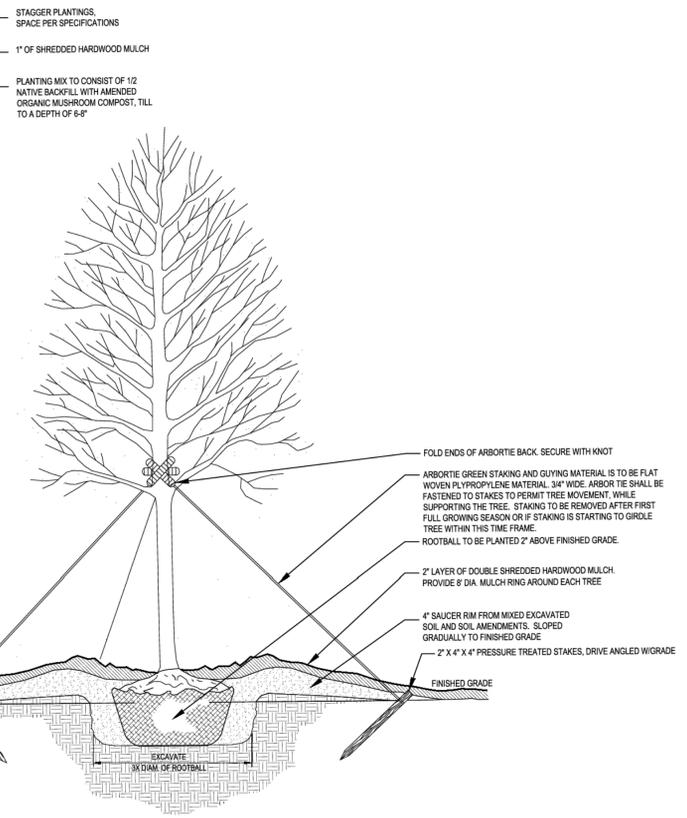
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	SPREAD	REMARKS
	CB	3	BRONZE BEAUTY CLEYERA	CLEYERA JAPONICA 'BRONZE BEAUTY'	15 GAL	36" MIN	24" MIN	PLANT AT FULL MATURITY: 8-10' HT. AND 5-6' WIDTH. 4 YR SIZE: 6' HT
	LJ	33	JAPANESE PRIVET	LIGUSTRUM JAPONICUM	25 GAL	48" MIN	30" MIN	PLANT AT FULL MATURITY: 6-12' HT. AND 5-6' WIDTH. 4 YR SIZE: 4' HT



3 TYPICAL PLANTING DETAIL - CONTAINER OR PLUG  
 SCALE: NTS



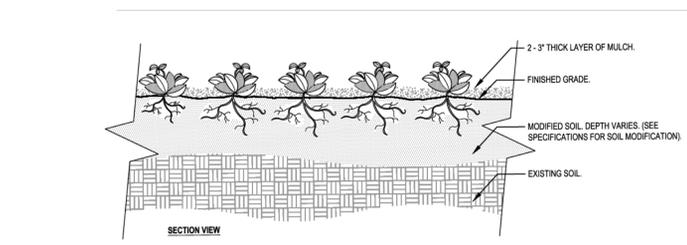
4 TYPICAL SHRUB PLANTING DETAIL - BALL AND BURLAP  
 SCALE: NTS



5 TYPICAL TREE PLANTING DETAIL - BALL AND BURLAP  
 SCALE: NTS



1 GROUND COVER  
 SCALE: NTS



**GENERAL PLANTING NOTES**

1. SELECTION:  
 A. ALL PLANT MATERIALS TO BE (GEORGIA #1) OR BETTER (GEORGIA FANCY) DEFINED AND SPECIFIED ACCORDING TO GRADES AND STANDARDS FOR NURSERY STOCK PUBLISHED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY UTILIZING THE LATEST UPDATED EDITION.  
 B. ALL PLANT MATERIAL SHALL MEET THE MINIMAL SIZE REQUIREMENT AS STATED ON THE PLANT LIST.  
 C. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY LOCATION. LANDSCAPE ARCHITECT WILL DECIDE FINAL APPROVAL OF ALL PLANT MATERIAL DELIVERED TO THE PROJECT SITE.  
 D. THE LANDSCAPE ARCHITECT MAY MAKE SELECTION OF PLANT MATERIAL PROCURED UNDER THIS PROJECT AT THE PLACE OF CULTIVATION BEFORE THE CONTRACTOR PURCHASES AND PREPARES FOR DELIVERY TO PROJECT SITE. THE CONTRACTOR IS TO RETAIN AND SUBMIT CERTIFICATION TAGS VERIFYING TYPE AND PURITY OF LANDSCAPE MATERIAL.  
 E. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY. UNLESS OTHERWISE NOTED, PLANTS SHALL BE EXCEPTIONALLY DENSE WITH A NATURALISTIC BRANCHING CHARACTER AS INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT.  
 F. LANDSCAPE CONTRACTOR SHALL REFER TO PLANTING PLAN AND PLANT LIST FOR MATERIAL PROCUREMENT QUANTITY ESTIMATES ON THE PLANTING PLAN AND PLANT LIST ARE FOR REFERENCE ONLY.  
 G. CONTRACTOR SHALL FURNISH ALL QUANTITIES NECESSARY TO COMPLETE THE PLANTING AREAS AS SHOWN ON THE DRAWING. ACCEPTANCE AND SATISFACTION AT THE LANDSCAPE ARCHITECT.  
 H. THE CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT SHOULD THERE BE CHANGES IN THE PLANTING AREAS ON SITE RESULTING IN SUBSTANTIAL DIFFERENCE IN QUANTITIES AND SPECIES REQUIRED.  
 I. WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE AND HEALTHY AND IN VIGOROUSLY THRIVING CONDITION FOR PERIOD OF 1 YEAR FROM DATE OF FINAL ACCEPTANCE.

2. EXECUTION:  
 A. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS PROVIDED BY LANDSCAPE ARCHITECT.  
 B. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AS NECESSARY TO EXECUTE AND COMPLETE PROPOSED LANDSCAPE / IRRIGATION INSTALLATION IN A TIMELY MANNER COMPLYING WITH THE SCHEDULED COMPLETION DATE.  
 C. WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE INTENTIONS OF THE SPECIFIED DRAWINGS. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE OF BEST QUALITY AND TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.  
 D. PLANTING PLANS INDICATE DIAGRAMMATIC LOCATION ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND RELLOCATION OF PLANT MATERIAL INSTALLED PRIOR TO LANDSCAPE ARCHITECT APPROVAL SHALL BE DONE WITHOUT PENALTY OR ADDITIONAL COST TO OWNER.  
 E. LANDSCAPE CONTRACTOR SHALL STAKE AND/OR MARK ALL TREE AND PLANT LOCATIONS AT SITE AND NOTIFY LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANT INSTALLATION.  
 F. UTILITIES: THE LANDSCAPE CONTRACTOR SHALL DETERMINE LOCATION OF ALL ABOVE GRADE AND UNDERGROUND UTILITIES PERFORM WORK THAT WILL AVOID DAMAGE TO UTILITIES. THE CONTRACTOR SHALL MAKE GOOD ALL DAMAGED UTILITIES AT NO COST TO OWNER.  
 G. DRAINAGE: CONTRACTOR SHALL CONDUCT PERCOLATION TEST IN AREAS TO BE PLANTED. NOTIFY LANDSCAPE ARCHITECT OF ANY POOR DRAINAGE. PROVIDE SUPPLEMENTAL PIT DRAINAGE AS REQUIRED TO ENSURE HEALTHY PLANT MATERIALS (SEE SPECIFICATIONS FOR DETAILS).  
 IF DRAINAGE IS NOT SUFFICIENT NOTIFY LANDSCAPE ARCHITECT BEFORE INSTALLING THE PLANTS. OTHERWISE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE GUARANTEE AND VIABILITY OF THE PLANT.

3. GENERAL PLANTING:  
 A. THE CONTRACTOR'S FIELD SUPERVISOR SHALL ACCOMPANY LANDSCAPE ARCHITECT ON ALL PLANT TAGGING AND SITE VISITS.  
 B. CONTRACTOR SHALL PLACE 7" DEPTH OF AGED MUSHROOM COMPOST IN ALL PLANTING BEDS THAT ARE WELL DRAINED. MUSHROOM COMPOST SHALL BE THOROUGHLY TILLED INTO EXISTING SOIL TO A DEPTH OF 10-12" PRIOR TO PLANTING.  
 C. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE VIEWED.  
 D. PROVIDE 1" THICK MULCH (MEASURED AFTER WATERING IN) AT ALL PLANTS AND PLANTING BEDS. MULCH SHALL BE DOUBLE SHREDDED OR FINE HARDWOOD UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS.  
 E. PROVIDE A CLEAN SHARP EDGING OF LANDSCAPE BEDS ADJACENT TO LAWN AREAS UNLESS OTHERWISE NOTED.  
 F. CONTRACTOR SHALL BE RESPONSIBLE FOR "ROLLING" ALL SOO THAT IS INSTALLED ON THE DAY THE SOO IS INSTALLED. HOWEVER, NO SOO SHALL BE LAID WHERE THE GRADE IS NOT CORRECT.

4. TREE PLANTING:  
 A. REMOVE FIRST 8-10" OF WIRE BASKET FROM ROOTBALLS. IF REMOVAL WILL RESULT IN ROOTBALL INJURY, CUT AND REMOVE WIRES ONCE IN HOLE TO ALLOW FOR ROOT EXPANSION.  
 B. MULCH SAUCERS TO BE 8" (MIN.) DIAMETER FOR ALL TREES NOT INCLUDED WITH A MULCH BED.  
 C. STAKING AND GUYING DETAILS SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY. THE CONTRACTOR IS RESPONSIBLE TO ADAPT STAKING AND GUYING METHOD ACCORDING TO SITE CONDITIONS.  
 D. THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING THE STAKING AND GUYING PERIODICALLY AS NECESSARY OR AS INSTRUCTED BY LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL MAINTAIN PLANT MATERIAL IN AN UPRIGHT POSITION AT ALL TIMES DURING THE CONTRACT PERIOD.  
 E. STAKING AND GUYING OF TREES SHALL BE FOR THE PURPOSE OF ESTABLISHMENT ONLY. STAKING AND GUYING DETAILS ARE NOT DESIGNED OR ENGINEERED TO WITHSTAND STRONG WIND OR WINDSTORM CONDITIONS.  
 F. IF CONTRACTOR SEES ANY SITUATION ON THE SITE WHERE A TREE IS TO BE STAKED WITH ARBORITE, BUT IT APPEARS TO PRESENT A SAFETY HAZARD TO RESIDENCE OF THE PROPERTY, THEIR CHILDREN OR THEIR GUESTS, THE TREE SHALL NOT BE STAKED AND LANDSCAPE ARCHITECT SHALL BE NOTIFIED.  
 G. SPECIMEN TRANSPLANTED: THE TREE IS THE OWNER'S RESPONSIBILITY.  
 H. PROPER DRAINAGE FROM ROOTBALL IS THE RESPONSIBILITY OF THE CONTRACTOR.  
 I. USE ARBORICULTURAL WEBBING TO SECURE PLANT. SPACE STAKES EQUALLY AT 120° ANGLES AROUND TREE.  
 J. NYLON WEBBING SHOULD BE SECURED IN SUCH A WAY AS TO ALLOW SOME MOVEMENT OF TREE.  
 K. PLANT TREE 2" ABOVE FINISHED GRADE IF MIXING SOIL TYPES, OTHERWISE PLANT AT FINISHED GRADE.

5. PRUNING AND MAINTENANCE:  
 A. PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES AND TO COMPENSATE FOR THE LOSS OF TWIGS AS A RESULT OF TRANSPLANTING OPERATION AND TO MAINTAIN SAFETY IN VEHICULAR AREAS.  
 B. PRUNING SHALL BE DONE IN SUCH A MANNER AS TO NOT CHANGE THE NATURAL HABIT OR SHAPE OF THE PLANT. ALL CUTS SHALL BE MADE FLUSH, LEAVING NO STUBS ACCORDING TO ILA STANDARDS.  
 C. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE PARTY TO APPROVE ALL APPROPRIATE PRUNING.  
 D. MAINTENANCE WORK AS DESCRIBED IN THE SPECIFICATIONS SHALL BE PERFORMED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND UNTIL DATE OF THE FINAL ACCEPTANCE BY OWNER AND LANDSCAPE ARCHITECT.

**MEADOW AND STORMWATER PLANTING SEED MIXES**

1. SITE PREPARATION:  
 A. PRIOR TO PLANTING, SITE SHALL BE INSPECTED FOR PROPER ELEVATION AND SUITABILITY OF SOILS.  
 B. UNCULTIVATED AND CULTIVATED SITES WITH FEW OR NO NATIVES REQUIRE THE USE OF BROAD-SPECTRUM SYSTEMIC HERBICIDE GLYPHOSATE. THIS SHOULD BE APPLIED AS SOON AS THE SITE IS ACCESSIBLE. THE MOST COMMON SPECIFIC HERBICIDES USED IN RESTORATION WORK ARE FLUAZOP (FUSILADE), SETHOXYDIM (POAST), AND CLETHODIM (ENVIW SELECT ZEL AND SELECT).  
 C. SUGGESTED APPLICATION RATES ARE 2 QUARTS/ACRE IN COOL WEATHER AND 1 QUART/ACRE IN WARM WEATHER (1.2% GLYPHOSATE SOLUTION). TIMING OF THE APPLICATION IS CRITICAL. IT IS DESIRABLE TO ELIMINATE WEEDS BEFORE THEY FLOWER. HARD TO KILL PERENNIAL FORBS CAN BE TREATED WITH A BROADLEAF HERBICIDE SUCH AS TRICLOPYR (GLAROL).  
 D. DISC OR DRAG HARROW THE TOP 1-2" OF SOIL ONLY (DO NOT TILL DEEP AS THIS WILL BRING ADDITIONAL WEED SEEDS IN THE SOIL TO THE SURFACE).  
 E. DO NOT ADD LIMING MATERIAL OR BURN SEEDINGS. SEEDING RATES.  
 G. AMENDMENTS ARE GENERALLY NOT NECESSARY, BUT MAY BE USED IF YOUNG PLANTS ARE NOT ESTABLISHED.

2. PLANTING:  
 A. PLANT MATERIAL SHOULD BE LIFTED AS CLOSE TO THE PLANTING DATE AS POSSIBLE. FURTHERMORE, PLANT MATERIALS SHALL NOT BE STORED BEYOND THE TIME LIMITS SPECIFIED BY THE SUPPLIER. PLANTS SHALL BE STORED PER THE SUPPLIER'S SPECIFICATIONS AND IN SUCH A MANNER AS TO PROTECT THEIR INTEGRITY AND VIABILITY. PLANTS LOST DURING STORAGE SHALL BE REPLACED WITH FRESH STOCK UNDER THE RESPONSIBILITY OF THE CONTRACTOR.  
 B. IT IS RECOMMENDED THAT PLANTING COMMENCE IN THE FALL SEASON CONCURRENT WITH OR AFTER PROJECT CONSTRUCTION HAS TAKEN PLACE. FALL PLANTINGS ARE "DORMANT SEEDINGS" IN WHICH THE SEED OVER-WINTERS IN THE SOIL AND GERMINATES THE FOLLOWING SPRING.  
 C. FALL (SEPT. TILL SOIL FREEZE UP), IN GENERAL, WILDFLOWER SEEDS HAVE INCREASED GERMINATION RATES DURING THE SPRING AFTER A FALL PLANTING THAN WHEN PLANTED IN THE SPRING. FALL PLANTINGS TAKES ADVANTAGE OF COLD, MOIST WINTER CONDITIONS, BREAKING SEED DORMANCIES AND PROMOTING EARLIER GERMINATION AND FASTER SEEDLING ESTABLISHMENT THE FOLLOWING SPRING.  
 D. SPRING (MARCH-APRIL) - IN GENERAL, WARM SEASON GRASSES (GRASSES SUCH AS LITTLE BLUESTEM, BIG BLUESTEM, AND INDIAN GRASS) AND MOST OF THE GRASSES DURING THE WARM SUMMER MONTHS SHOW HIGHER GERMINATION RATES WHEN PLANTED IN LATE SPRING/EARLY SUMMER COMPARED TO FALL SEEDINGS. SPRING PLANTING IS ALSO GENERALLY RECOMMENDED FOR PRAIRIE WILDFLOWER AND GRASS TRANSPLANTS TO AVOID "FROST HEAVING" - TRANSPLANTS IN SPRING ALSO ALLOWS SUBSTANTIAL TIME FOR ROOT ESTABLISHMENT BEFORE THE COLD WINTER MONTHS.  
 E. WHERE BARE SOIL IS A CONCERN AND WHERE THE SITE WILL REMAIN DISTURBED FOR AN EXTENDED PERIOD OF TIME, A SEASONAL COVER CROP IS RECOMMENDED.  
 F. OPTIMAL TIME TO SOW NATIVE GRASS SPECIES IS IN THE FALL (SEPT. - NOV.). THIS WILL ALLOW STRATIFICATION (MOISTURE AND COLD SO SEED WILL IMBIBE WATER AND GERMINATE) REQUIREMENTS TO BE MET. MANY SPECIES OF ANNUALS AND SOME PERENNIALS DO NOT NEED LONG STRATIFICATION.  
 G. BEST TO SEED BEFORE RAIN EVENT OR ENSURE SITE IS WELL IRRIGATED AFTER SEEDING (IRRIGATION GENERALLY NOT NEEDED AT GERMINATION UNLESS RAIN EVENT HAS NOT OCCURRED WITHIN 3 WKS). WATCH SEEDLINGS TO DETERMINE IF IRRIGATION IS NEEDED. SEED SHOULD HAVE GERMINATED AFTER TWO WEEKS.  
 H. BROADCAST THE SEED AT A RATE OF 1 LB./1,000 SQ. FT. OR 20 LBS./ACRE. CRISS-CROSSING THE AREA IN A NORTH-SOUTH DIRECTION FOLLOWED BY AN EAST-WEST DIRECTION TO DETERMINE EXTENT OF AREA TO BE SEED.  
 I. USE ONLY REPUTABLE SEED SOURCES WITH PURE LIVE SEED, WHICH ACCOUNT FOR THE WILDFLOWERS SPECIFIED ARE TO BE NATIVE TO THE UPPER PIEDMONT REGION OF GEORGIA.  
 J. LAY DOWN STRAW AFTER SEEDING. USE WHEAT STRAW ONLY SO AS TO MINIMIZE INTRODUCTION OF FOREIGN OR UNDESIRABLE SPECIES. DO NOT USE HAY AS IT CONTAINS A VARIETY OF PLANT MATTER AND SEEDS THAT CAN POTENTIALLY COMPOUND EFFORTS AT ERADICATING FOREIGN AND UNDESIRABLE SPECIES.

3. SITE MAINTENANCE:  
 A. BEST TO NOT DISTURB SEEDLINGS DURING FIRST GROWING SEASON. IF MOWING IS DESIRED TO MAINTAIN "TIDY" APPEARANCE, MOW AT HEIGHT NO LOWER THAN 6-8". NOTE: HEAVY MACHINERY MAY DISTURB OR DAMAGE YOUNG SEEDLINGS. NATIVE MEADOW SEEDLINGS MAY ONLY GROW 1-2" IN THE FIRST GROWING SEASON AS MOST OF THE ENERGY IS BEING PUT INTO THE ROOT SYSTEM.

AES PROJECT NUMBER	
61152	
DATE OF PLANS	
02/20/2024	
REVISIONS	
NO.	DESCRIPTION
1	-
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**ALDI AT BEAUFORT STATION**  
 ALDI, INC.  
 LANDSCAPE DETAILS

BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA



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

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PROJECT ARCHITECT/ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT LEAD \_\_\_\_\_ DATE \_\_\_\_\_

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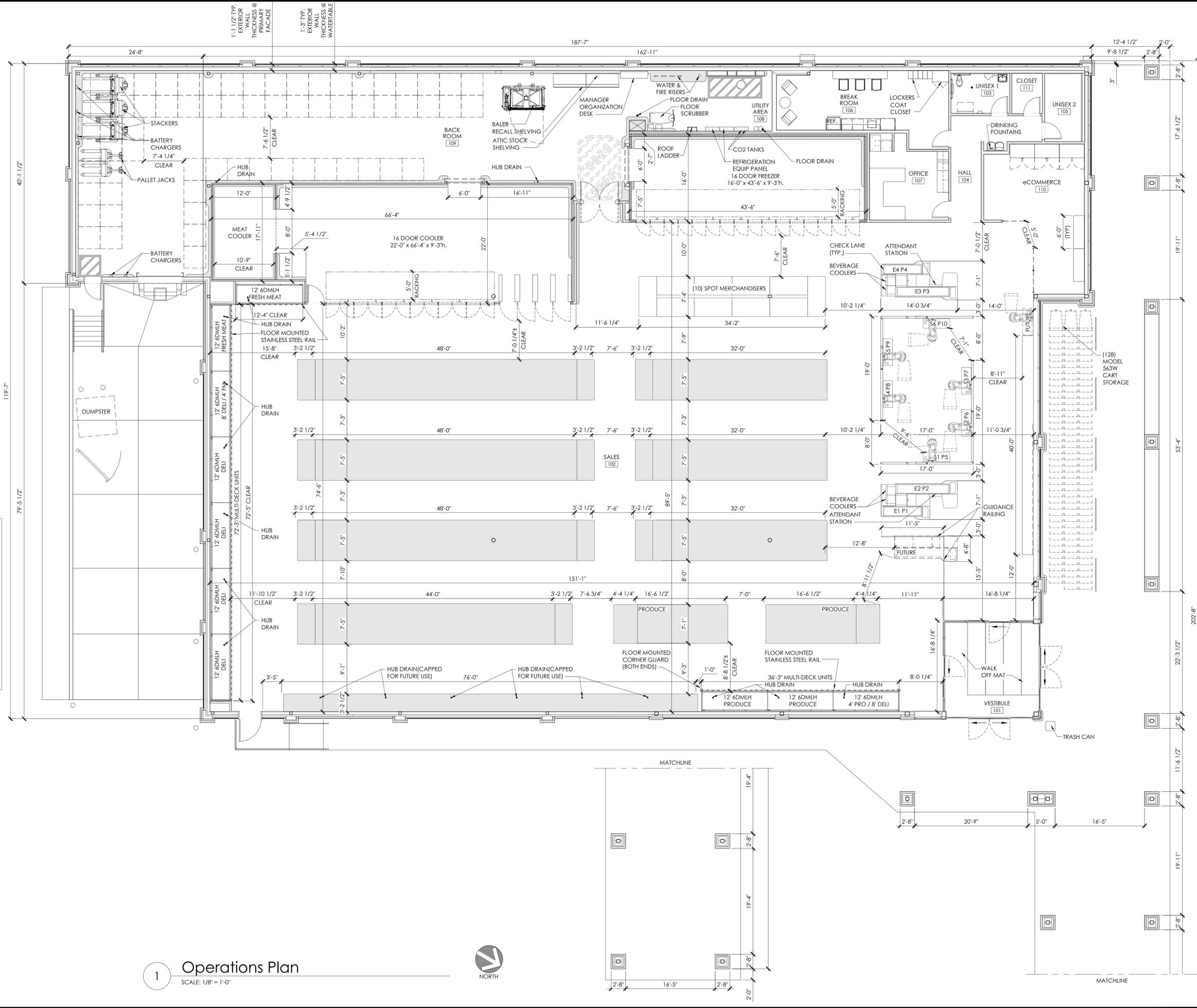
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ALDI Inc. Store #:180  
 Beaufort Station Center  
 301 Roberts Smalls Parkway  
 Beaufort, SC 29906  
 Beaufort County  
 Project Name & Location:

**Operations Plan**

Drawing Name:	Project No.
Prototype:	21-0463
Type:	v7.0
Drawn By:	GROUND UP
Scale:	VMB
As Noted	A-131
	Drawing No.

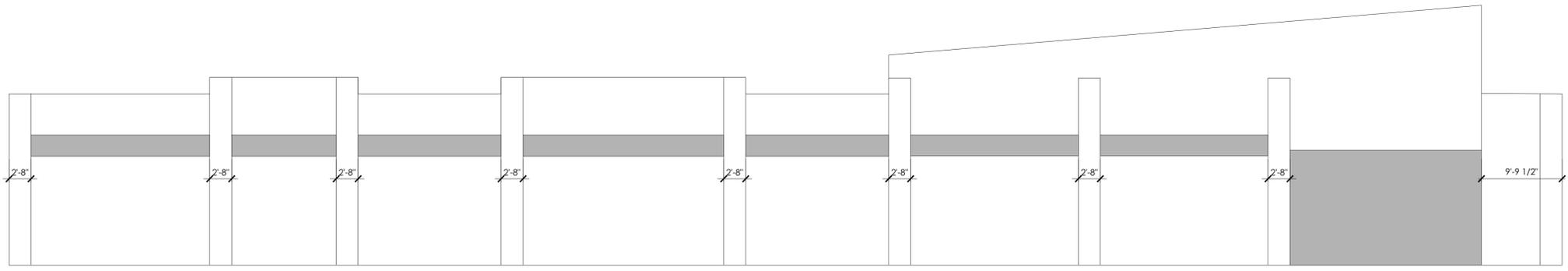


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 2. ALL DIMENSIONS TO WALLS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.  
 3. THIS FACILITY DOES NOT CONTAIN A BAKERY, A BUTCHER, A DELI OR FISH COUNTER.  
 4. ALL FOOD IS PREPACKAGED. THERE IS NO ON SITE FOOD PREPARATION.  
 5. GONDOLA LOCATIONS ARE MEASURED FROM THE FACE OF THE STAINLESS STEEL PRICE TAG MOLDING (SPTM).

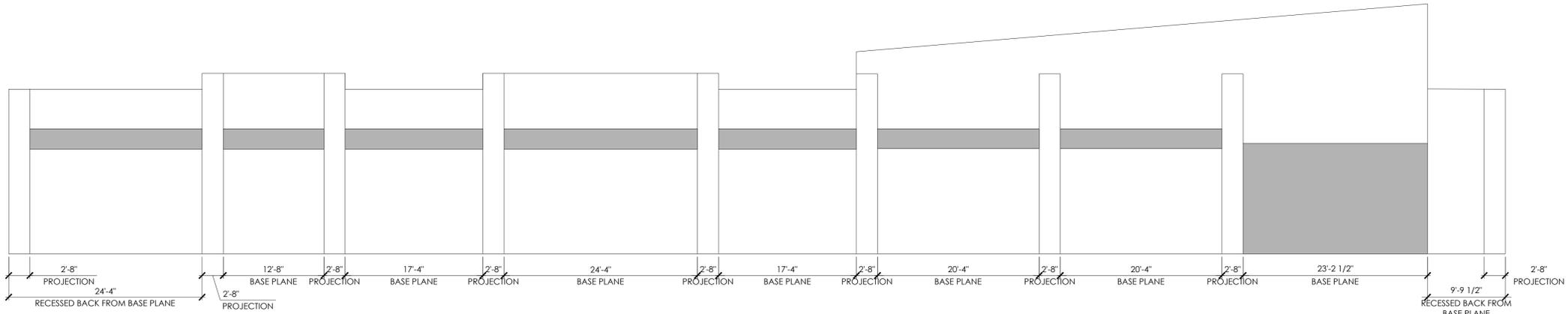
**Operations Plan**  
 SCALE: 1/8" = 1'-0"  
 NORTH



1 East (Side) Elevation  
SCALE: 1/8" = 1'-0"



2 Section 4.6.4.D.2.a - 20 LF Between Windows & Doors  
SCALE: 1/8" = 1'-0"



3 Section 4.6.4.D.2.b - 35 LF Max Wall Divisions  
SCALE: 1/8" = 1'-0"

Material List:

-  Logo Field  
Laminators Incorporated -  
Omega Lite Aluminum  
Composite Panels - "Bright Silver"
-  Field Brick  
Belden Brick Company - Modular -  
"8532 Velour - Gray"
-  Waterable & Pilaster Brick  
Belden Brick Company - Economy  
Modular - "280-284 Smooth - Cream"
-  Accent Walls  
Nichiha Fiber Cement Panels -  
Illumination Stock Series - Color  
Matched to Vintagewood Series  
"Bark"
-  Cornice  
EIFS - Dryvit - "Dover Sky"

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.

For review of actual colors, material samples should be provided on a project specific basis.

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	120.7	241.4
TOTAL SIGNAGE			241.4
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL.			

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APD Engineering & Architecture  
4150 17th St.  
Victor, NY 14564

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Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

NOT FOR CONSTRUCTION

Seal Seal



**ALDI Inc.**  
1597 Dry Pond Rd  
Jefferson, GA 30606  
(706) 387-7722  
(706) 387-7701 Fax

ALDI Inc. Store #:180  
Beaufort Station Center  
301 Roberts Smalls Parkway  
Beaufort, SC 29906  
Beaufort County  
Project Name & Location:

Exterior Elevation -  
East Wall  
Drawing Name:  
Prototype: Project No.  
Type: v7.0 21-0463  
GROUND UP  
Drawn By: VMB A201.1  
Scale: As Noted Drawing No.

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

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

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PROJECT ARCHITECT/ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT LEAD \_\_\_\_\_ DATE \_\_\_\_\_

NOT FOR CONSTRUCTION

Seal \_\_\_\_\_ Seal \_\_\_\_\_



ALDI Inc. Store #:180  
Beaufort Station Center  
301 Roberts Smalls Parkway  
Beaufort, SC 29906  
Beaufort County  
Project Name & Location:

Exterior Elevation - North Wall  
Drawing Name:

Prototype: \_\_\_\_\_ Project No. \_\_\_\_\_

Type: V7.0 21-0463

Drawn By: VMB A201.2

Scale: As Noted Drawing No. \_\_\_\_\_



1 North (Front) Elevation  
SCALE: 1/8" = 1'-0"

Material List:  
  
Logo Field  
Laminators Incorporated - Omega Lite Aluminum Composite Panels - "Bright Silver"

Field Brick  
Belden Brick Company - Modular - "8532 Velour - Gray"

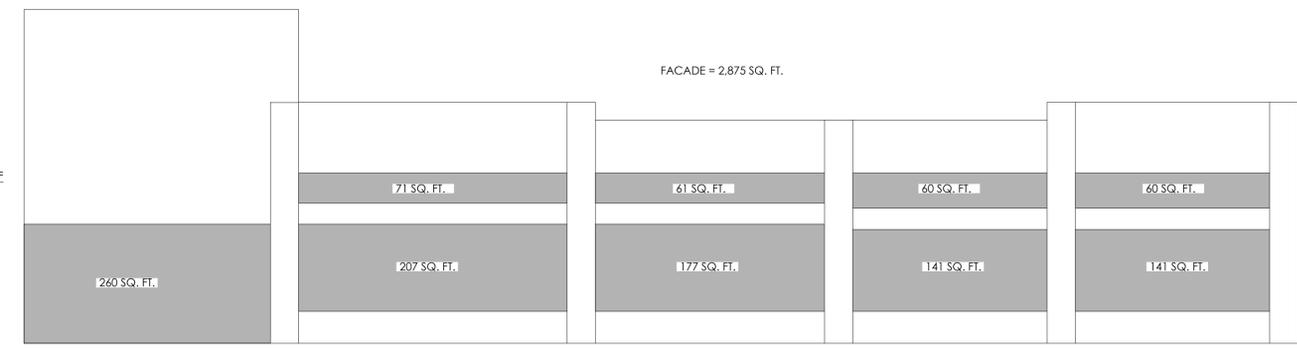
Watertable & Pilaster Brick  
Belden Brick Company - Economy Modular - "280-284 Smooth - Cream"

Accent Walls  
Nichiha Fiber Cement Panels - Illumination Stock Series - Color Matched to Vintagewood Series "Bark"

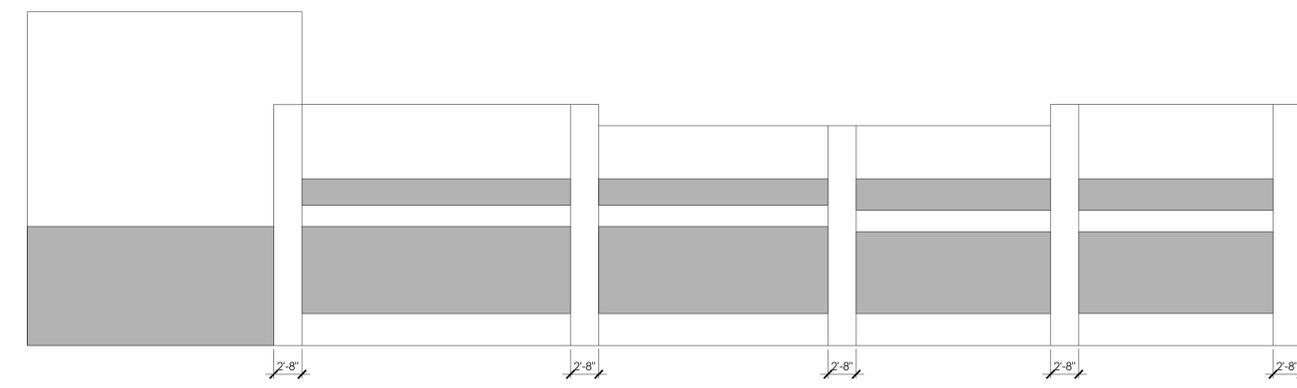
Cornice  
EIFS - Dryvit - "Dover Sky"

FACADE = 2,875 SF  
40% OF FACADE REQUIRED TO BE GLAZING:  
2,875 \* 0.4 = 1,150 SF  
ACTUAL GLAZING SQUARE FOOTAGE:  
260+71+207+61+177+60+141+60+141 = 1,178 SF  
1,178 SF > 1,150 SF

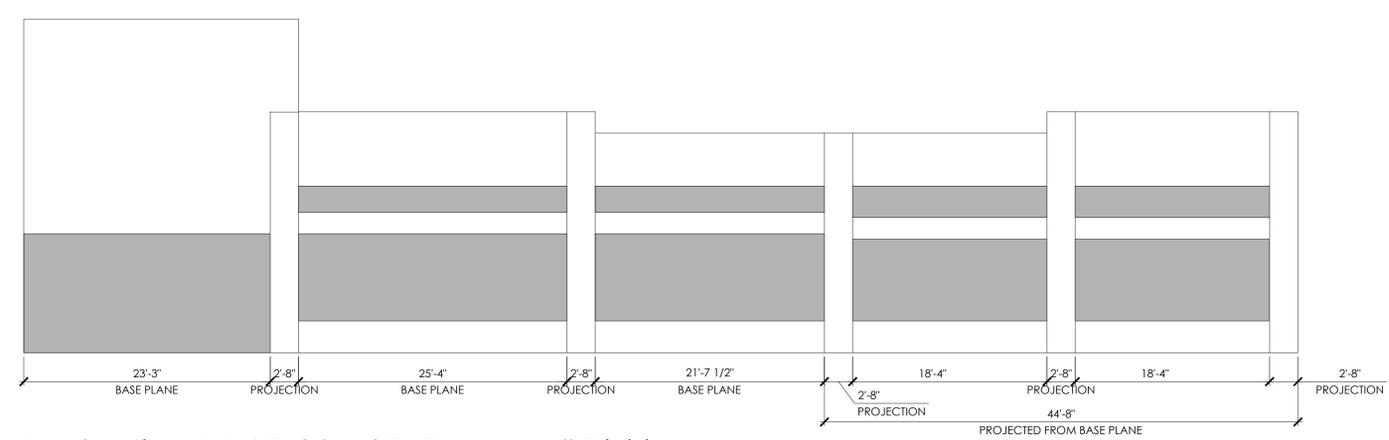
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For review of actual colors, material samples should be provided on a project specific basis.



2 Section 4.6.4.C.1 - 40% Min. Glazing on Ground Level  
SCALE: 1/8" = 1'-0"



3 Section 4.6.4.D.2.a - 20 LF Between Windows & Doors  
SCALE: 1/8" = 1'-0"



4 Section 4.6.4.D.2.b - 35 LF Max Wall Divisions  
SCALE: 1/8" = 1'-0"

DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	120.7	241.4
TOTAL SIGNAGE			241.4

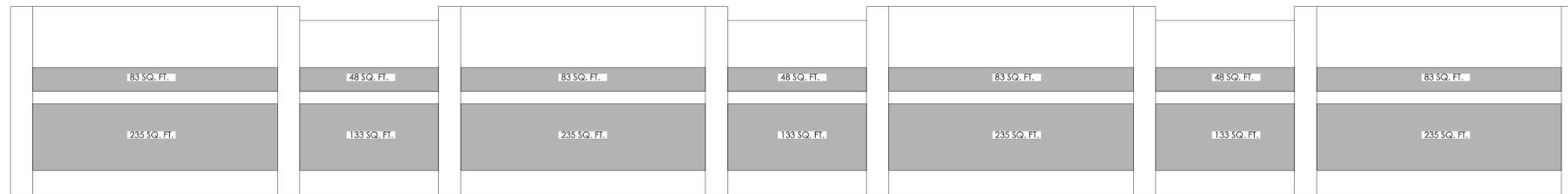
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL



1 West (Side) Elevation

SCALE: 1/8" = 1'-0"

FACADE = 4,186 SF  
 40% OF FACADE REQUIRED TO BE GLAZING:  
 $4,186 \times 0.4 = 1,674.4$  SF  
 ACTUAL GLAZING SQUARE FOOTAGE:  
 $235+83+133+48+235+83+133+48+235+83+133+48+235+83 = 1,815$  SF  
 $1,815$  SF > 1,674 SF



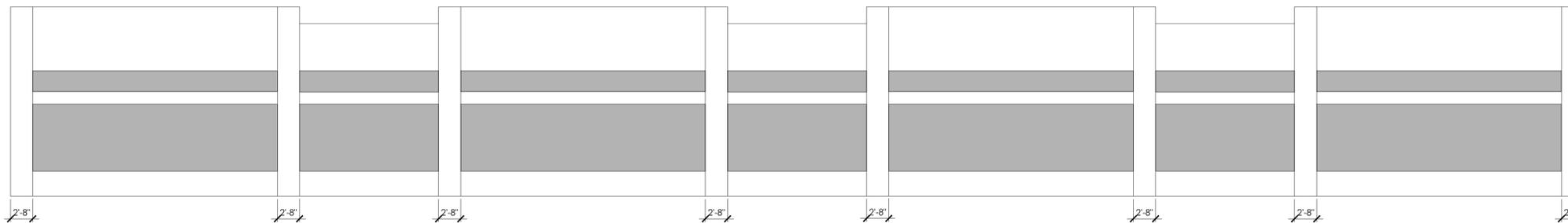
FACADE = 4,186 SQ. FT.

Material List:

Logo Field  
 Laminators Incorporated -  
 Omega Lite Aluminum  
 Composite Panels - "Bright Silver"

2 Section 4.6.4.C.1 - 40% Min. Glazing on Ground Level

SCALE: 1/8" = 1'-0"

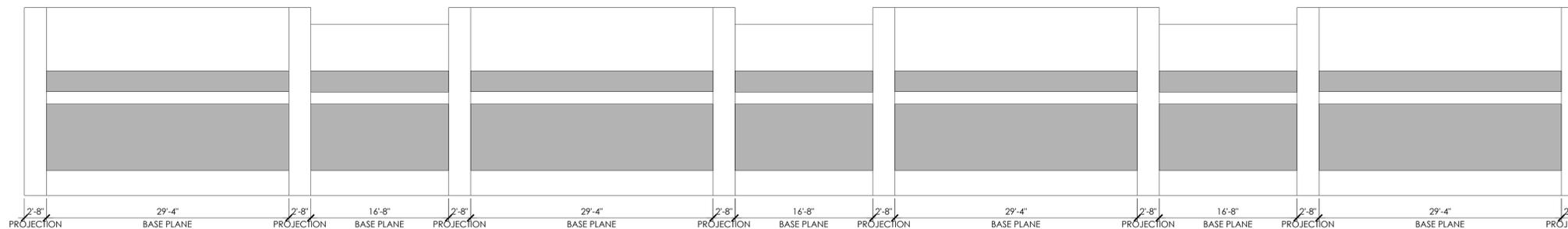


Field Brick  
 Belden Brick Company -  
 Modular - "8532 Velour - Gray"

Watertable & Pilaster Brick  
 Belden Brick Company - Economy  
 Modular - "280-284 Smooth - Cream"

3 Section 4.6.4.D.2.a - 20 LF Between Windows & Doors

SCALE: 1/8" = 1'-0"



Accent Walls  
 Nichiha Fiber Cement Panels -  
 Illumination Stock Series - Color  
 Matched to Vintagewood Series  
 "Bark"

Cornice  
 EIFS - Dryvit - "Dover Sky"

4 Section 4.6.4.D.2.b - 35 LF Max Wall Divisions

SCALE: 1/8" = 1'-0"

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.  
 For review of actual colors, material samples should be provided on a project specific basis.

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PROJECT ARCHITECT/ENGINEER	DATE

PROJECT LEAD	DATE

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Seal Seal

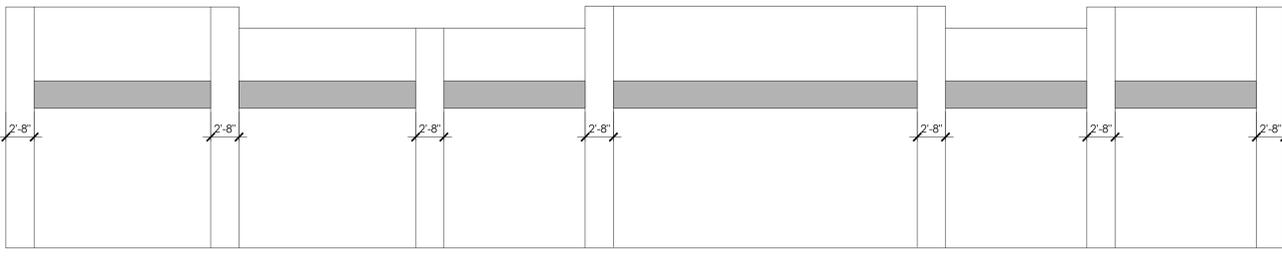
**ALDI Inc.**  
 1597 Dry Pond Rd  
 Jefferson, GA 30606  
 (706) 387-7722  
 (706) 387-7701 Fax

ALDI Inc. Store #:180  
 Beaufort Station Center  
 301 Roberts Smalls Parkway  
 Beaufort, SC 29906  
 Beaufort County  
 Project Name & Location:

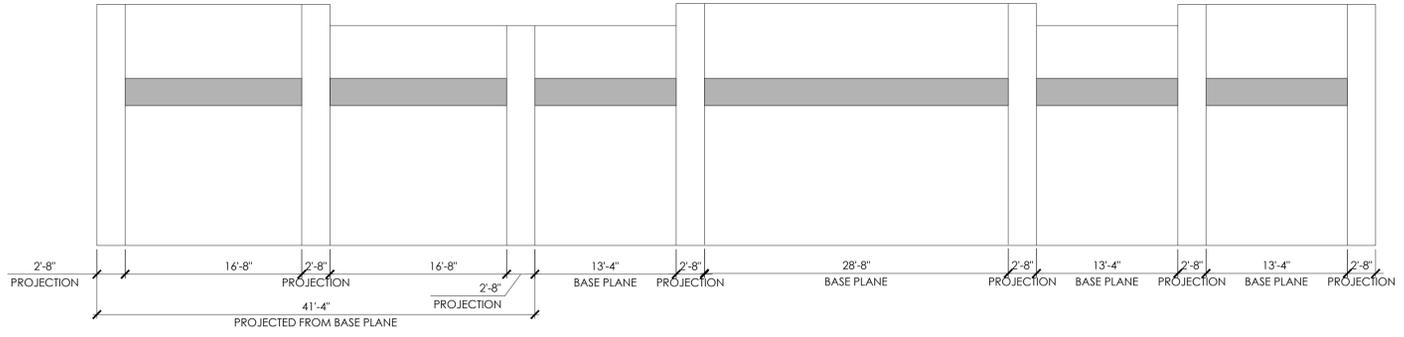
Exterior Elevation - West Elevation	
Drawing Name:	
Prototype:	Project No.
v7.0	21-0463
Type:	
GROUND UP	
Drawn By:	
VMB	A201.3
Scale:	
As Noted	Drawing No.



1 South (Rear) Elevation  
 SCALE: 1/8" = 1'-0"



2 Section 4.6.4.D.2.a - 20 LF Between Windows & Doors  
 SCALE: 1/8" = 1'-0"



3 Section 4.6.4.D.2.b - 35 LF Max Wall Divisions  
 SCALE: 1/8" = 1'-0"

Material List:



Logo Field  
 Laminators Incorporated -  
 Omega Lite Aluminum  
 Composite Panels - "Bright Silver"



Field Brick  
 Belden Brick Company - Modular -  
 "8532 Velour - Gray"



Watertable & Pilaster Brick  
 Belden Brick Company - Economy  
 Modular - "280-284 Smooth - Cream"



Accent Walls  
 Nichiha Fiber Cement Panels -  
 Illumination Stock Series - Color  
 Matched to Vintagewood Series  
 "Bark"



Cornice  
 EIFS - Dryvit - "Dover Sky"

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PROJECT LEAD DATE

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ALDI Inc. Store #:180  
 Beaufort Station Center  
 301 Roberts Smalls Parkway  
 Beaufort, SC 29906  
 Beaufort County  
 Project Name & Location:

Exterior Elevation - South Wall	
Drawing Name:	
Prototype:	Project No.
v7.0	21-0463
Type:	
GROUND UP	
Drawn By:	
VMB	A201.4
Scale:	
As Noted	Drawing No.



1 East (Front) Elevation - Wall 'B'  
SCALE: 1/8" = 1'-0"



2 North (Side) Elevation - Wall 'C'  
SCALE: 1/8" = 1'-0"



3 West (Rear) Elevation - Wall 'D'  
SCALE: 1/8" = 1'-0"



4 South (Side) Elevation - Wall 'A'  
SCALE: 1/8" = 1'-0"

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APD Engineering & Architecture

615 Fishers Run

Victor, NY 14564

585.742.2222

www.apd.com

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PROJECT LEAD \_\_\_\_\_ DATE \_\_\_\_\_

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CONSTRUCTION

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ALDI Inc. Store #:180  
Beaufort Station Center  
301 Roberts Smalls Parkway  
Beaufort, SC 29906  
Beaufort County  
Project Name & Location:

Colored Exterior Elevations	
Drawing Name:	
Prototype: v7.0	Project No. 21-0463
Type: GROUND UP	
Drawn By: VMB	A-201C
Scale: As Noted	Drawing No.

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PROJECT ARCHITECT/ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT LEAD \_\_\_\_\_ DATE \_\_\_\_\_

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ALDI Inc. Store #:180  
 Beaufort Station Center  
 301 Roberts Smalls Parkway  
 Beaufort, SC 29906  
 Beaufort County  
 Project Name & Location:

1

Sketch Wall Sections

Drawing Name:

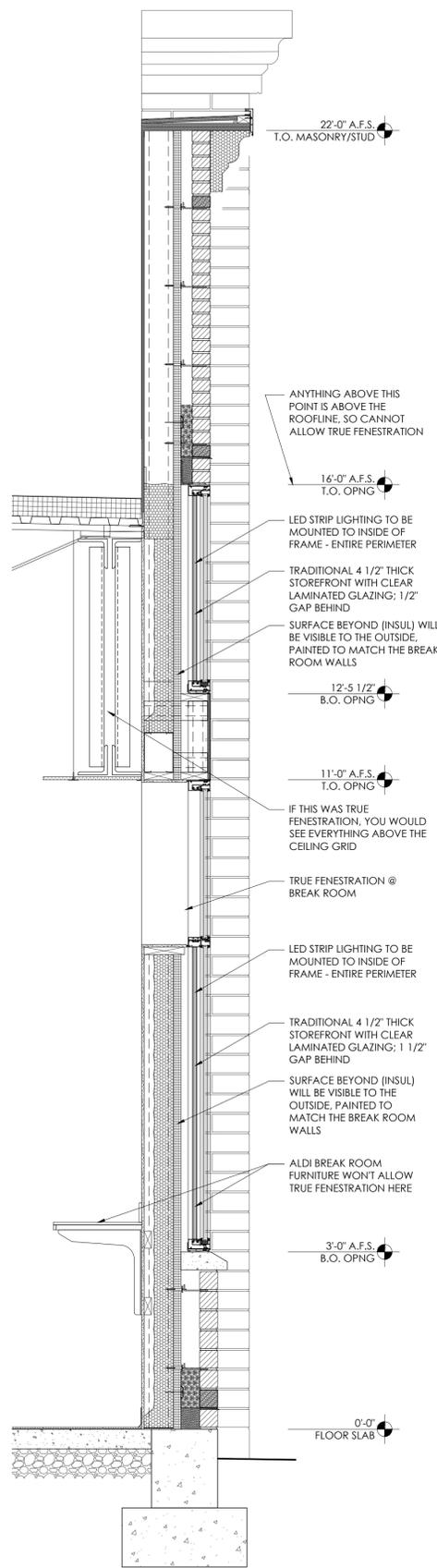
Prototype: \_\_\_\_\_ Project No. \_\_\_\_\_

Type: v7.0 \_\_\_\_\_ 21-0463

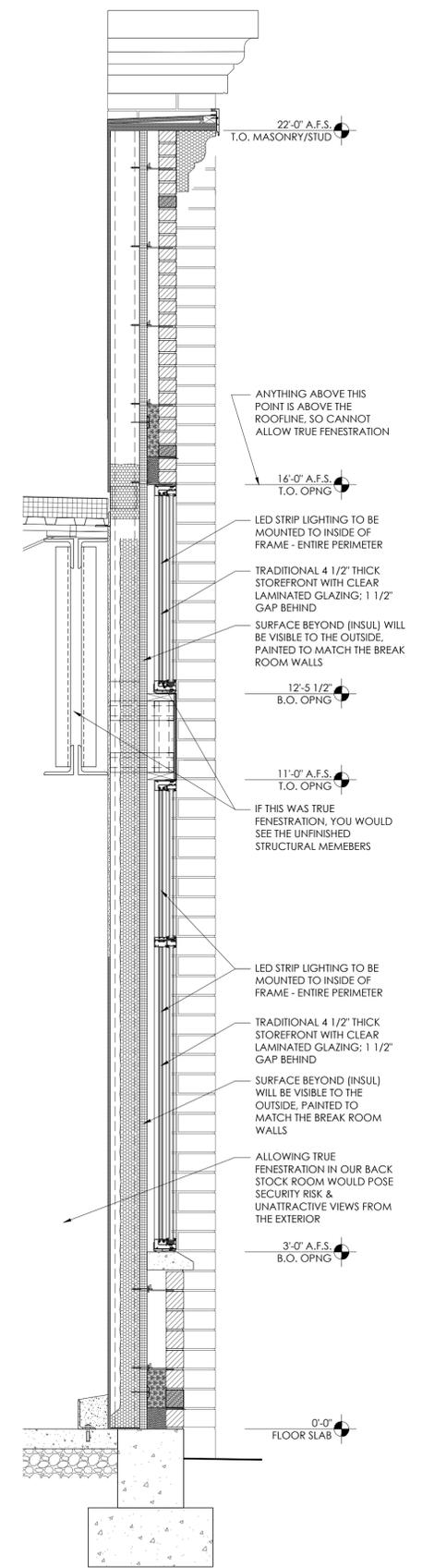
GROUND UP

Drawn By: VMB SK-1

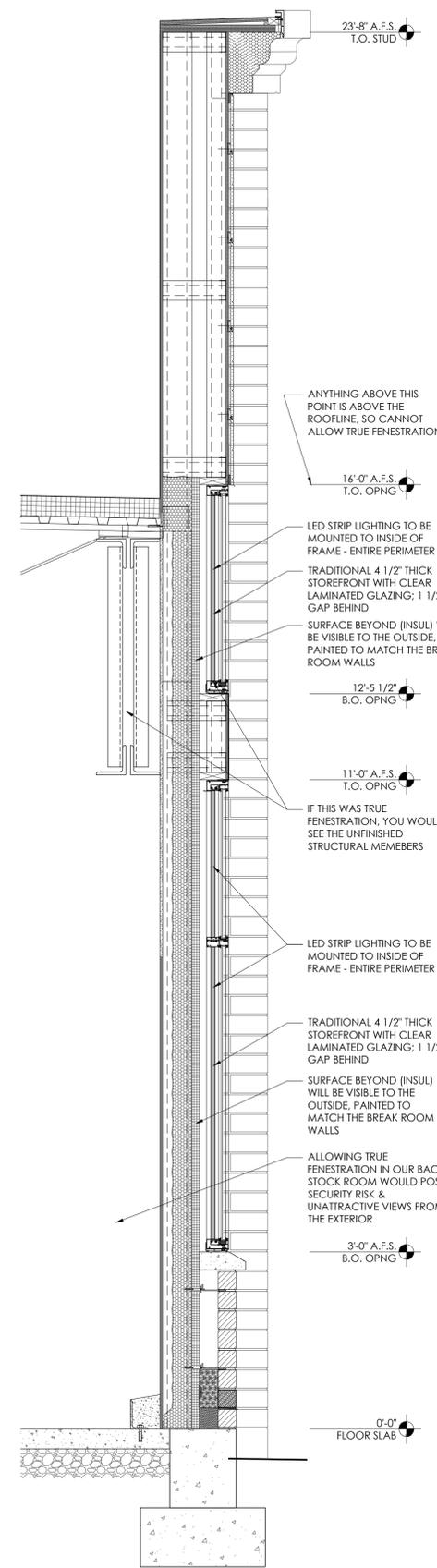
Scale: As Noted Drawing No. \_\_\_\_\_



**C1** Wall Section - Masonry Field at Break Room  
 SCALE: 3/4" = 1'-0"



**B1** Wall Section - Masonry Field Along Rear, Typ.  
 SCALE: 3/4" = 1'-0"



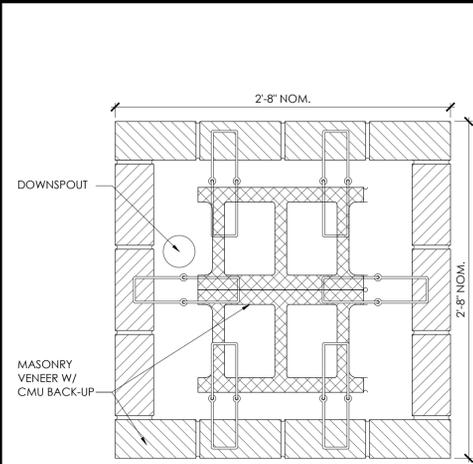
**A1** Wall Section - Nichiha Field Along Rear, Typ.  
 SCALE: 3/4" = 1'-0"

D

C

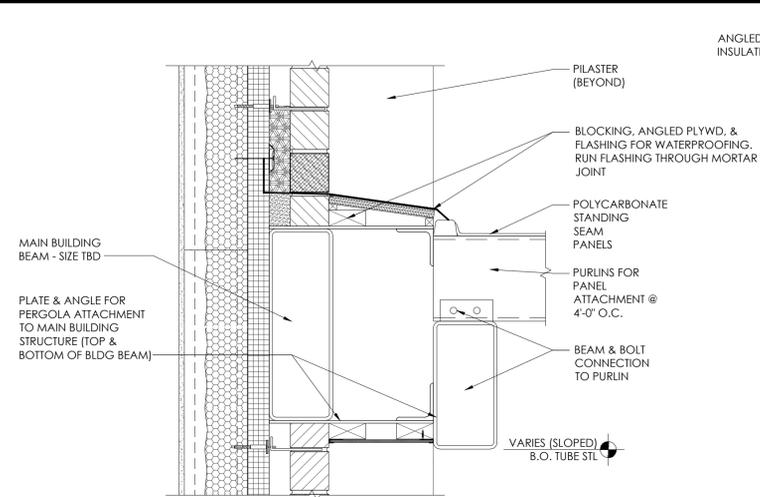
B

A



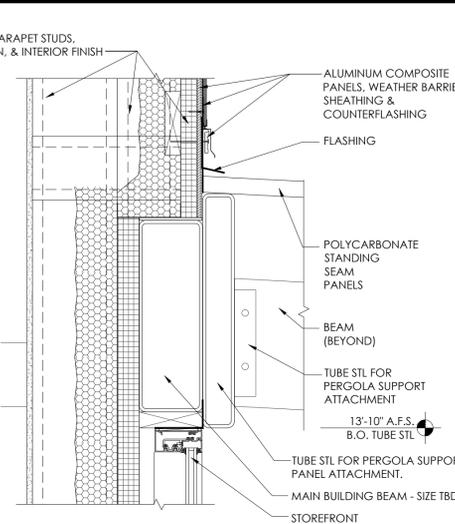
Plan Detail -  
Masonry Pier, Typ.

D3 SCALE: 1 1/2" = 1'-0"



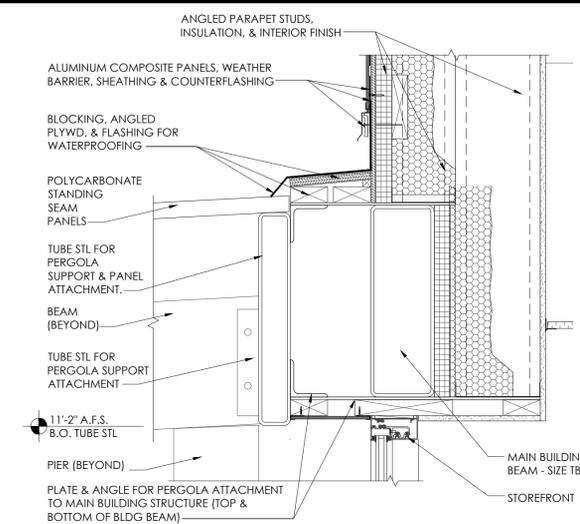
Wall Detail -  
Pergola Attachment at Return Wall

C3 SCALE: 1 1/2" = 1'-0"



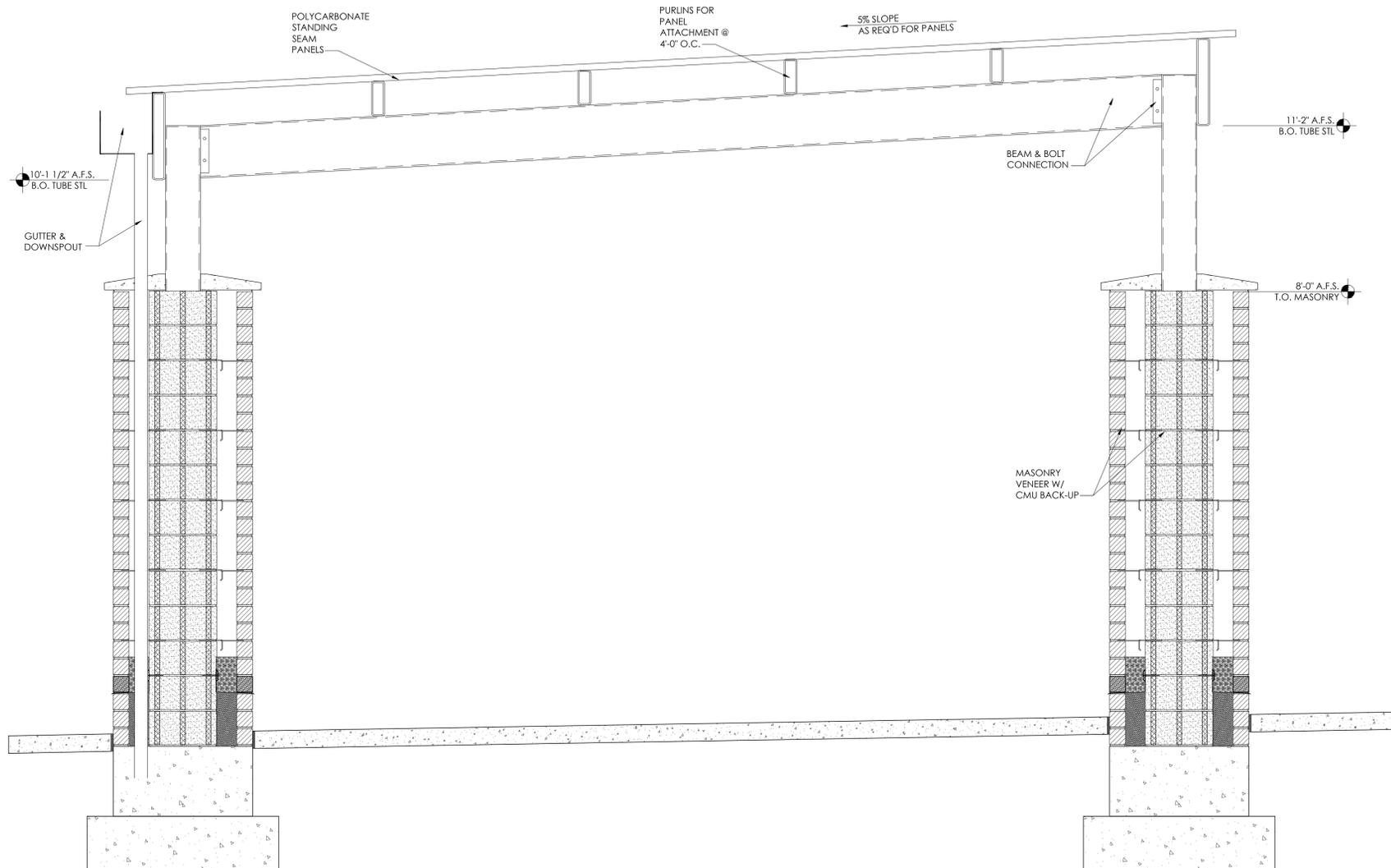
Wall Detail -  
Pergola Attachment at Entry Tower - LW

B3 SCALE: 1 1/2" = 1'-0"



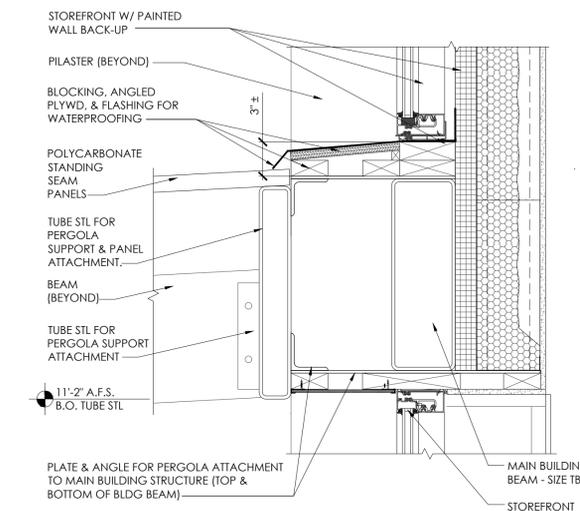
Wall Detail -  
Pergola Attachment at Entry Tower - SW

A3 SCALE: 1 1/2" = 1'-0"



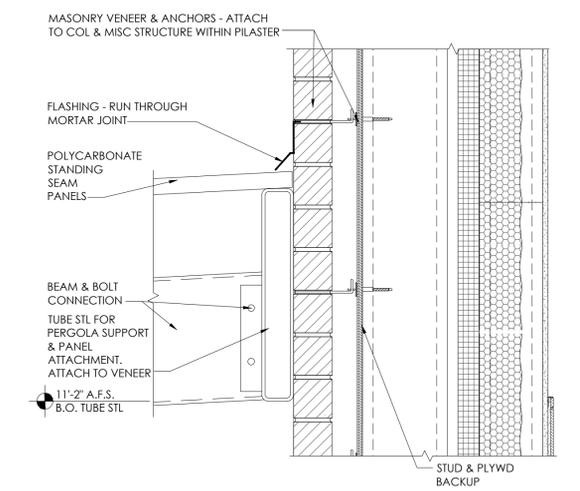
Wall Section -  
Pergola Cross Section

D1 SCALE: 3/4" = 1'-0"



Wall Detail -  
Pergola Attachment at Main Building Face

A2 SCALE: 1 1/2" = 1'-0"



Wall Detail -  
Pergola Attachment at Pilaster

A1 SCALE: 1 1/2" = 1'-0"

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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

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**ALDI Inc.**  
1597 Dry Pond Rd  
Jefferson, GA 30606  
(706) 387-7722  
(706) 387-7701 Fax

ALDI Inc. Store #:180  
Beaufort Station Center  
301 Roberts Smalls Parkway  
Beaufort, SC 29906  
Beaufort County  
Project Name & Location:

Sketch Wall Sections	
Drawing Name:	
Prototype:	Project No.
v7.0	21-0463
Type:	
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Drawn By:	
VMB	
Scale:	
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	SK-2
	Drawing No.

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**ALDI Inc.**  
 1597 Dry Pond Rd  
 Jefferson, GA 30606  
 (706) 387-7722  
 (706) 387-7701 fax

ALDI Inc. Store #:180  
 Beaufort Station Center  
 301 Roberts Smalls Parkway  
 Beaufort, SC 29906  
 Beaufort County  
 Project Name & Location:

Operations Plan -  
 Window Layout  
 Drawing Name:

Prototype:	Project No.
v7.0	21-0463
Type:	
GROUND UP	
Drawn By:	
VMB	SK-1
Scale:	Drawing No.
As Noted	

WALL 'D'  
 GLAZING WITH PAINTED WALL BACK-UP ALONG THIS WALL - TRUE FENESTRATION WITH VIEWS INTO THE STOCKROOM WOULD BE UNATTRACTIVE AND WOULD POSE PRIVACY AND SECURITY RISKS TO ALDI

GLAZING WITH PAINTED WALL BACK-UP ALONG THIS WALL - WINDOWS ABOVE CANOPY ARE ABOVE ROOFLINE; WINDOWS UNDER CANOPY ARE ADJACENT TO STOCKROOM AREA WITH REFRIG UNITS AND MISC EQUIPMENT; AND BATHROOMS  
 \*SWITCHING BATHROOMS AND OFFICE WILL POSE SECURITY RISK TO OFFICE, AS THE SAFE CAN BE EASILY TAKEN IF A TRUE WINDOW IS BROKEN THROUGH

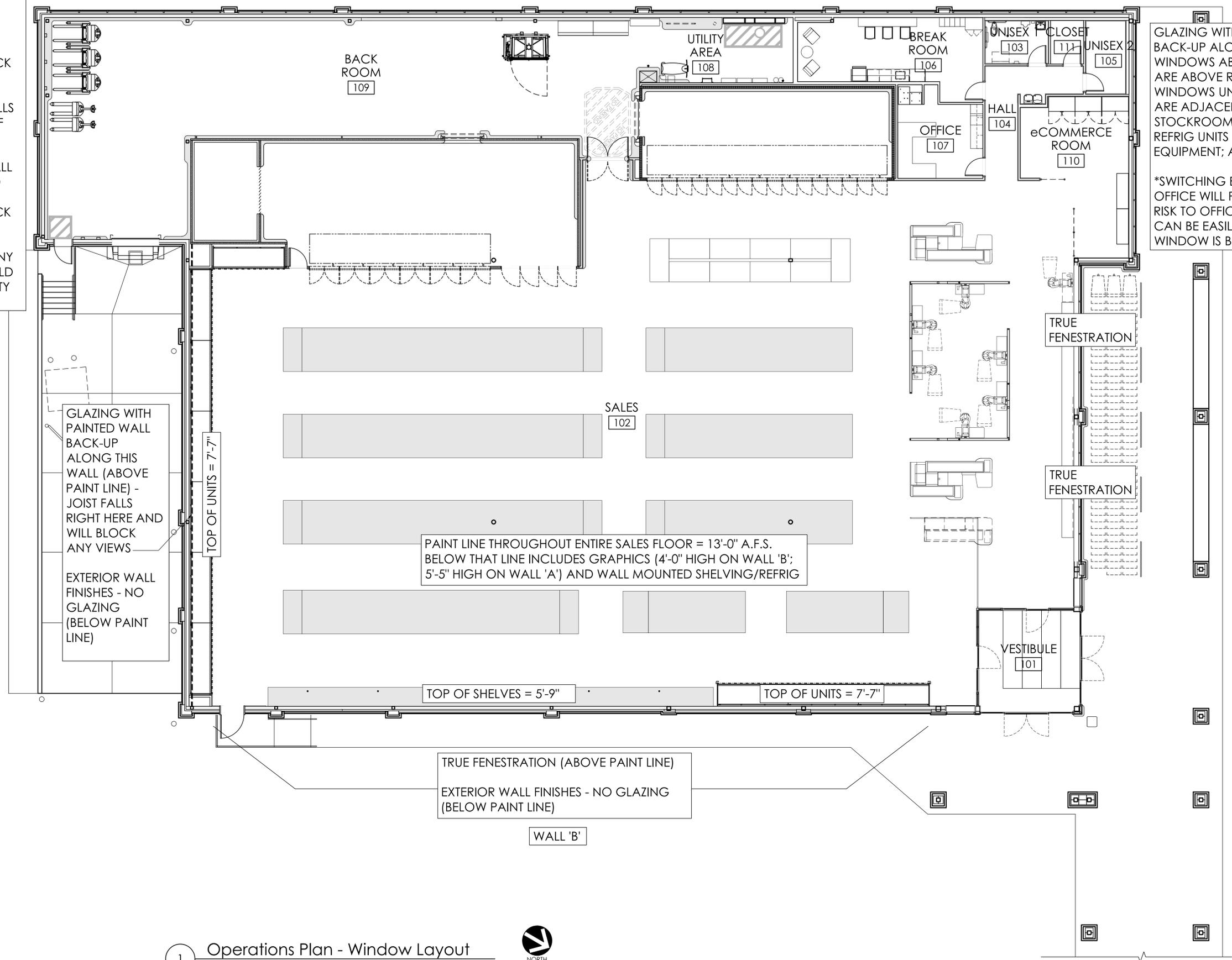
GLAZING WITH PAINTED WALL BACK-UP ALONG THIS WALL & OH DOOR WALL (ABOVE STOCK ROOM WALL FINISHES) - WINDOW FALLS ABOVE ROOF LINE  
 EXTERIOR WALL FINISHES - NO GLAZING (BELOW STOCK ROOM WALL FINISHES) - WINDOWS ANY LOWER WOULD POSE SECURITY RISK

GLAZING WITH PAINTED WALL BACK-UP ALONG THIS WALL (ABOVE PAINT LINE) - JOIST FALLS RIGHT HERE AND WILL BLOCK ANY VIEWS  
 EXTERIOR WALL FINISHES - NO GLAZING (BELOW PAINT LINE)

PAINT LINE THROUGHOUT ENTIRE SALES FLOOR = 13'-0" A.F.S. BELOW THAT LINE INCLUDES GRAPHICS (4'-0" HIGH ON WALL 'B'; 5'-5" HIGH ON WALL 'A') AND WALL MOUNTED SHELVING/REFRIG

TRUE FENESTRATION (ABOVE PAINT LINE)  
 EXTERIOR WALL FINISHES - NO GLAZING (BELOW PAINT LINE)

PLOTTED: 2/15/2024 4:23 PM





McADAMS

The John R. McAdams Company, Inc.  
3430 Toringdon Way  
Suite 110  
Charlotte, NC 28277  
phone 704.527.0800  
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SC HIGHWAY 170 AND US HIGHWAY 21  
BEAUFORT, SC, 29906



REVISIONS

NO.	DATE	PLANT LOCATION ADJUSTMENTS
01	02.20.2024	

PLAN INFORMATION

PROJECT NO.	2020210005
FILENAME	2020210005-L51
CHECKED BY	DL
DRAWN BY	ASB
SCALE	1"=20'
DATE	2.20.2024

SHEET

ALDI SITE  
OVERALL

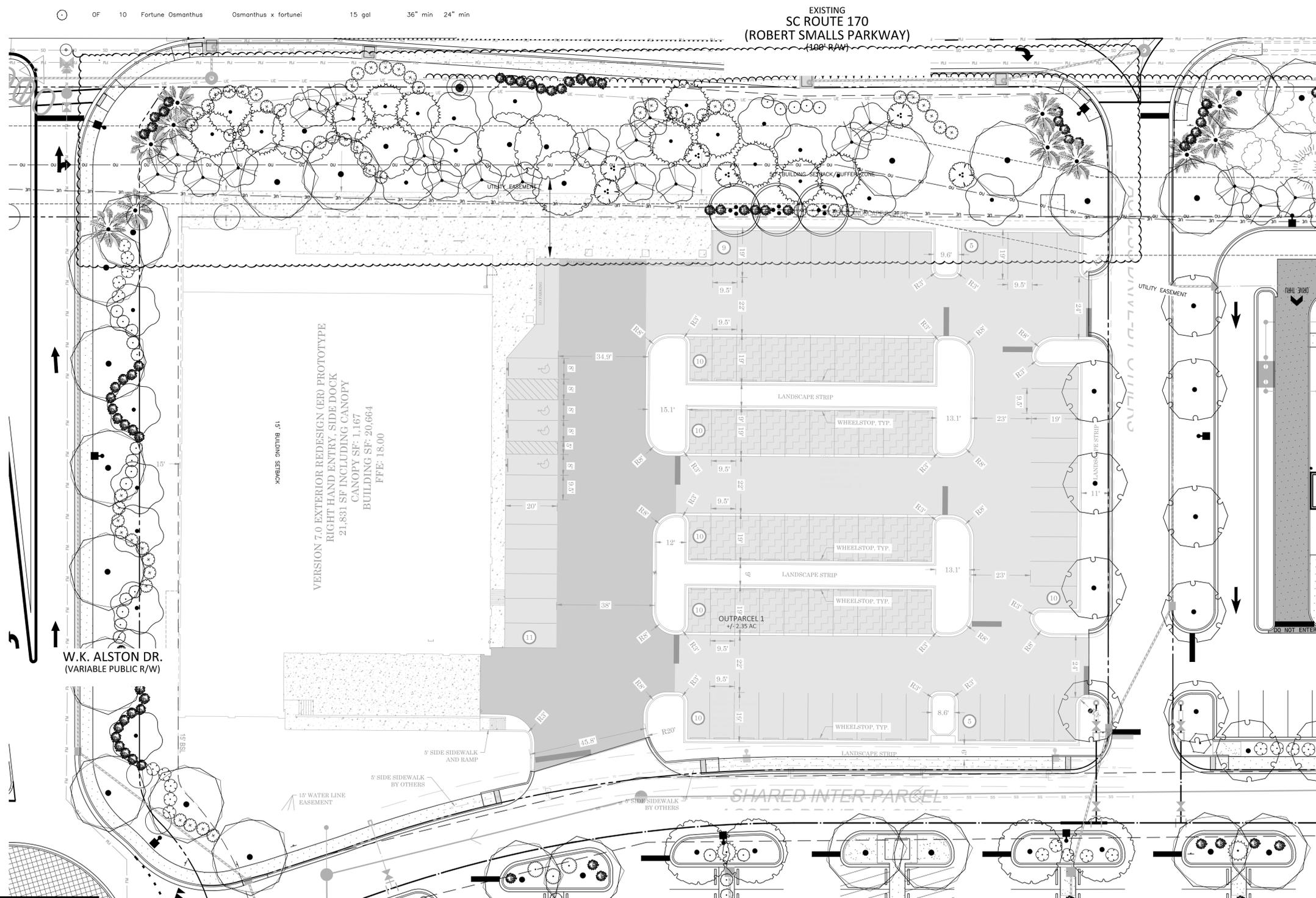
EX. 1

SITE LEGEND

- SIGNAGE
- YARD LIGHTS
- TRAFFIC DIRECTIONAL ARROW
- ACCESSIBLE PARKING STALL
- CENTERLINE
- CURB AND GUTTER
- LOT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- EXISTING TREE TO REMAIN
- EXISTING TREE TO REMOVE

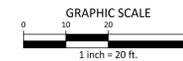
PLANT SCHEDULE ALDI- BUFFER PLANTING

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HEIGHT	CONT
	AO	1	October Glory Red Maple	Acer rubrum 'October Glory'	2.5" Min.	12' Min.	B&B
	CI	15	Imperial White Dogwood	Cornus florida 'Imperial White'	1.5" Min.	8' Min.	B&B
	LC	12	Cherokee Crape Myrtle	Lagerstroemia indica 'Cherokee'	1.5" per Stem	8' Min.	B&B
	QH	3	Highrise Live Oak	Quercus virginiana 'QV1A'	2.5" Min.	12' Min.	B&B
	SS	9	Cabbage Palmetto	Sabal palmetto	-	9'-10'	B&B
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	SPREAD
	CB	27	Bronze Beauty Cleyera	Cleyera japonica 'Bronze Beauty'	15 gal	36" min	24" min
	LJ	41	Japanese Privet	Ligustrum japonicum	25 gal	48" min	30" min
	OF	10	Fortune Osmanthus	Osmanthus x fortunei	15 gal	36" min	24" min



Know what's below.  
Call before you dig.

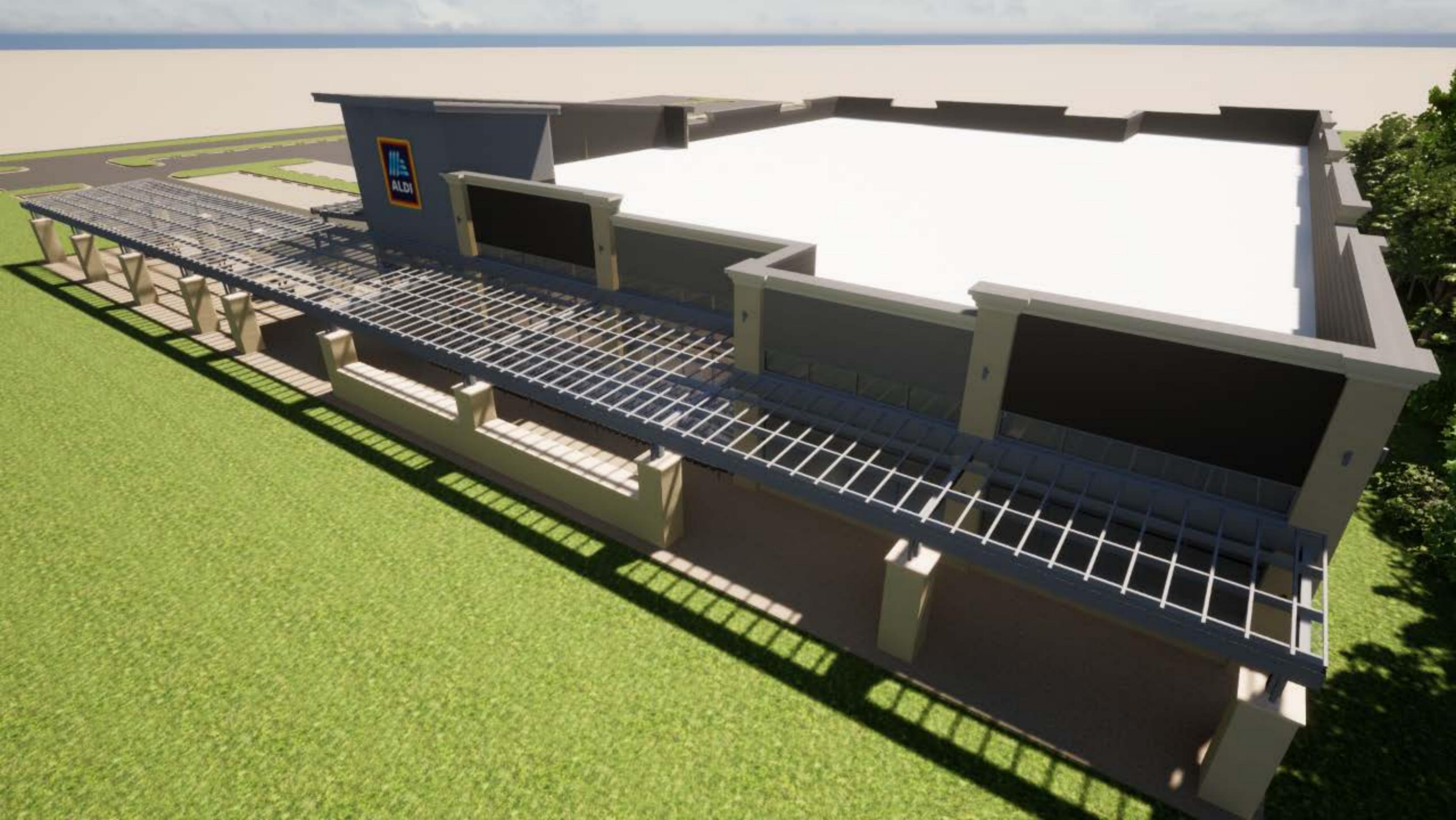
CONTRACTOR SHALL NOTIFY "SC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "SC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.



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M:\Projects\MGC\20210005\04-Production\Engineering\Construction Drawings\Current Drawings\51.dwg, 2/20/2024 11:46:50 AM, Chris Marable













FRESH!



















**Job Name :** ALDI  
**Manufacturer :** GE CURRENT  
**Model Number :** EWLS02X40AF740N3CBDBKZ

**Notes :** Single Voltage - 120v or 277v - Must be selected for PE option

**Datasheet Type :**  
**L21**

# EVOLVE



CUSTOMER NAME \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 DATE \_\_\_\_\_ TYPE \_\_\_\_\_  
 CATALOG NUMBER \_\_\_\_\_

## EWLS L Series LED Wall Pack

The Evolve® LED L Series Wall Pack (EWLS), The Evolve LED L-Series Wall Pack, EWLS, is a designed replacement for 50W to 250W HID, while offering significant energy savings in a long-life LED wall pack. Two-screw housing design enables a fast and simplified installation. The low-watt Egress package is designed to meet recommended illuminance requirements for egress applications such as side and rear exit doors in commercial buildings. Available with Emergency Battery Backup option.

### Construction

<b>Housing:</b>	Aluminum die cast enclosure. Integral heat sink for maximum heat transfer
<b>Lens:</b>	Impact resistant tempered glass
<b>Paint:</b>	Corrosion resistant polyester powder paint, minimum 2.0 mil thickness Color: Black, Dark Bronze, Gray & White (RAL & custom colors available) Optional = Coastal Finish
<b>Weight:</b>	8.5lbs (4 kg)

### Optical System

<b>Lumens:</b>	1,700 to 7,000
<b>Distribution:</b>	Asymmetric Forward
<b>Efficacy:</b>	117- 148 LPW
<b>CCT:</b>	2700, 3000K, 4000K, 5000K
<b>CRI:</b>	≥70

### Electrical

<b>Input Voltage:</b>	120-277V & 347V
<b>Input Frequency:</b>	50/60Hz
<b>Power Factor:</b>	> 90% at rated watts
<b>Total Harmonic Distortion:</b>	≤ 20% at rated watts

### Surge Protection

<b>Surge Protection</b>	10kV/5kA (Standard) 3kV/1.5kA (EMBB)
-------------------------	---

\*Per ANSI C136.2-

### Emergency Battery Backup

Provides reliable emergency operations when there is a loss to normal power, supported by Independent Secondary Battery.

- Hold-Up Time: 90 minutes @ 1,400 lumens.
- Meet egress light level and uniformity requirements
- Not available in 347V
- Operating Temperature (for EMBB models) 0° to 40°C

- 3kV/1.5kA surge protection for EMBB models.



Not all product variations listed on this page are DLC qualified. Visit [www.designlights.org/search](http://www.designlights.org/search) to confirm qualifications.

### Warranty

5 Year (Standard)

### Ratings

<b>Operating Temperature:</b>	-40°C to 50°C			
<b>Vibration:</b>	3G per ANSI C136.31-2010			
<b>LM-79:</b>	Testing in accordance with IESNA Standards			

### Controls

<b>Dimming:</b>	Standard - 0-10V
<b>Sensors:</b>	Photo Electric Sensors (PE) available Motion Sensor

### Warranty



Job Name : ALDI  
 Manufacturer : GE CURRENT  
 Model Number : EWLS02X40AF740N3CBDKBZ

Datasheet  
 Type :  
**L21**

Notes : Single Voltage - 120v or 277v - Must be selected for PE option

# EVOLVE

EWLS L Series  
 LED Wall Pack

CUSTOMER NAME \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 DATE \_\_\_\_\_ TYPE \_\_\_\_\_  
 CATALOG NUMBER \_\_\_\_\_

## Ordering Information

**EWLS 02 AF 70**

PROD. ID	GEN	VOLTAGE	OPTIC CODE	DISTRIBUTION	CRI (MIN)	CCT	DIMMING	PE FUNCTION	MOUNTING	COLOR	OPTIONS
E = Evolve W = Wallpack LS = L-Series	02	0 = 120-277V	17 = 1,700 lm <sup>2</sup>	AF = Asymmetric Forward	7 = 70	27 = 2700K <sup>3</sup>	N = No External Dimming Leads D = External Dimming Leads <sup>5</sup>	1 = None 3 = Button PE <sup>7</sup>	CB = Conduit Box Mount <sup>4</sup> FM = Flush Mount	BLCK = Black DKBZ = Dark Bronze GRAY = Gray	EMBB = Emergency Battery Backup <sup>5,6</sup> H = Motion Sensor (Wattstopper) <sup>8,9</sup> XXX = Special Options W = Non-Graphical White Box
		1 = 120V <sup>1</sup>	25 = 2,500 lm			30 = 3000K <sup>3</sup>					
		2 = 208V <sup>1</sup>	40 = 4,000 lm			40 = 4000K					
		3 = 240V <sup>1</sup>	70 = 7,000 lm			50 = 5000K					
		4 = 277V <sup>1</sup>									
		8 = 120-240V <sup>10</sup> D = 347V <sup>1</sup>									

Single Voltage - 120v or 277v - Must be selected for PE option

- <sup>1</sup> Specify single voltage if Button PE option is selected
- <sup>2</sup> Optic code 17 - Not offered in 120-277V, use 120 240V
- <sup>3</sup> Select 2700K or 3000K CCT for IDA approved units
- <sup>4</sup> Must be selected when ordering with Button PE, Motion Sensor, 347V or Emergency Battery Backup
- <sup>5</sup> Not available with motion sensor
- <sup>6</sup> Not available in 347V
- <sup>7</sup> Button PE not available with EMBB. Button PE not available with H Motion Sensor. Motion sensor includes dusk-to-dawn control as well as motion control.
- <sup>8</sup> WS FSIR-100 (Sku# 197634) needed for programming sensor.
- <sup>9</sup> Must select Controls "N" with Motion Sensor "H"

OPTIC CODE	DISTRIBUTION	TYPICAL INITIAL LUMENS			TYPICAL SYSTEM WATTAGE		BUG RATINGS 2700K-5000K
		2700K	3000K	4000K/ 5000K	120-277V	347V	B-U-G
17	AF	1400	1600	1700	12	14	B1-U0-G0
25		2200	2400	2500	17	19	B1-U0-G1
40		3500	3800	4000	27	29	B1-U0-G1
70		6100	6700	7000	52	54	B2-U0-G1
EMBB	-	1300	1400	1400	-	-	B1-U0-G0

For additional information on EWLS IES files, please click the following link:

[EWLS IES Files](#)



[gecurrent.com/brands/evolve](https://gecurrent.com/brands/evolve)

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 OLP3127\_R03



Job Name : ALDI  
 Manufacturer : GE CURRENT  
 Model Number : EWLS02X40AF740N3CBDBKBZ

Datasheet  
 Type :  
**L21**

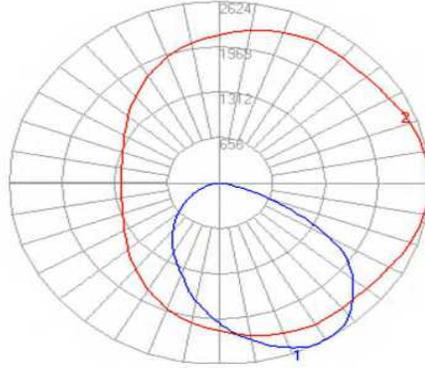
Notes : Single Voltage - 120v or 277v - Must be selected for PE option

**EVOLVE**

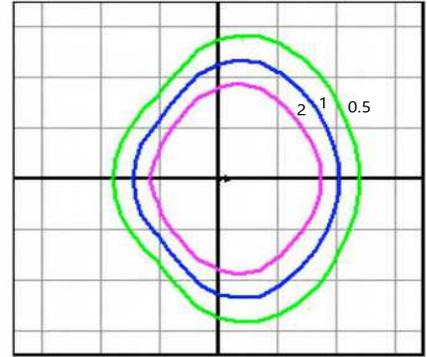
**EWLS L Series**  
 LED Wall Pack

CUSTOMER NAME \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 DATE \_\_\_\_\_ TYPE \_\_\_\_\_  
 CATALOG NUMBER \_\_\_\_\_

**70AF**  
 ASYMMETRIC FORWARD  
 7000 LUMEN  
 EWLS02\_70AF750\_\_\_120-277V.ies

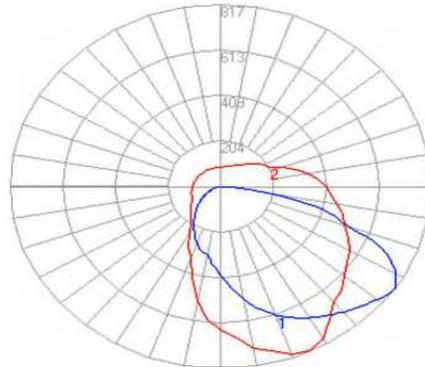


— Vertical plane through horizontal angle of Max. Cd at 0°  
 — Horizontal cone through vertical angle of Max. Cd at 27°

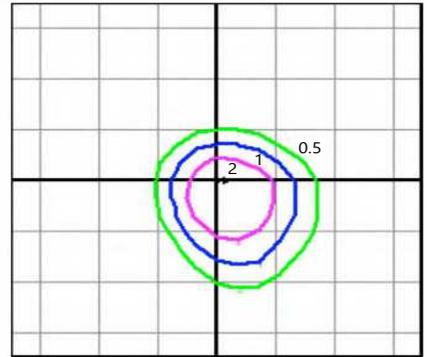


- Mounting Height at 10'
- Initial Footcandle at Grade
- Light Level: 0.5fc, 1fc, 2fc

**EMBB Mode**  
 ASYMMETRIC FORWARD  
 1400 LUMEN  
 EWLS02\_EMBB\_\_\_ies



— Vertical plane through horizontal angle of Max. Cd at 295°  
 — Horizontal cone through vertical angle of Max. Cd at 55°



- Mounting Height at 10'
- Initial Footcandle at Grade
- Light Level: 0.5fc, 1fc, 2fc



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**OLP3127\_R03**



Job Name : ALDI  
 Manufacturer : GE CURRENT  
 Model Number : EWLS02X40AF740N3CBDKBZ  
 Notes : Single Voltage - 120v or 277v - Must be selected for PE option

Datasheet  
 Type :  
**L21**

# EVOLVE

EWLS L Series  
 LED Wall Pack

CUSTOMER NAME \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 DATE \_\_\_\_\_ TYPE \_\_\_\_\_  
 CATALOG NUMBER \_\_\_\_\_

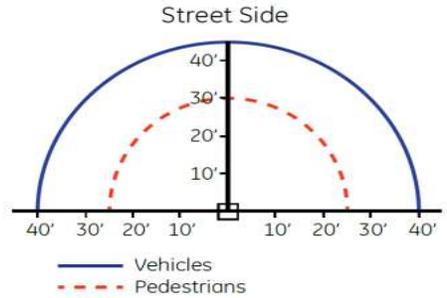
## H Motion Sensing Option

- Intended for 8-25ft mounting heights
- Provides coverage area radius for walking motion of 25-30 ft
- Provides 180° degree coverage (180° degree blocked by wall)
- Integrated Photoelectric control

### Default Settings:

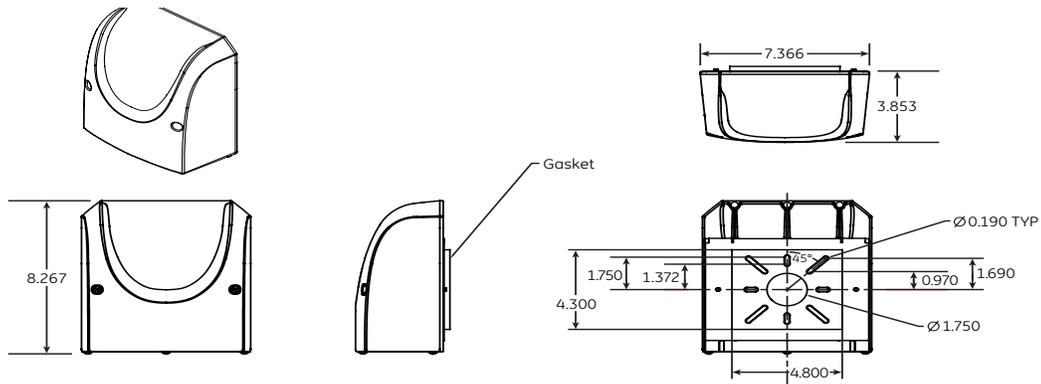
- Output: Occupied - 100%/Unoccupied - 50%
- 10% dimming after 5 minutes with no occupancy
- Adds < 1W to fixture power rating
- Field programmable using FSIR-100 hand held programmer
- SKU # 197634 (WS FSIR-100)**

## Sensing Pattern:

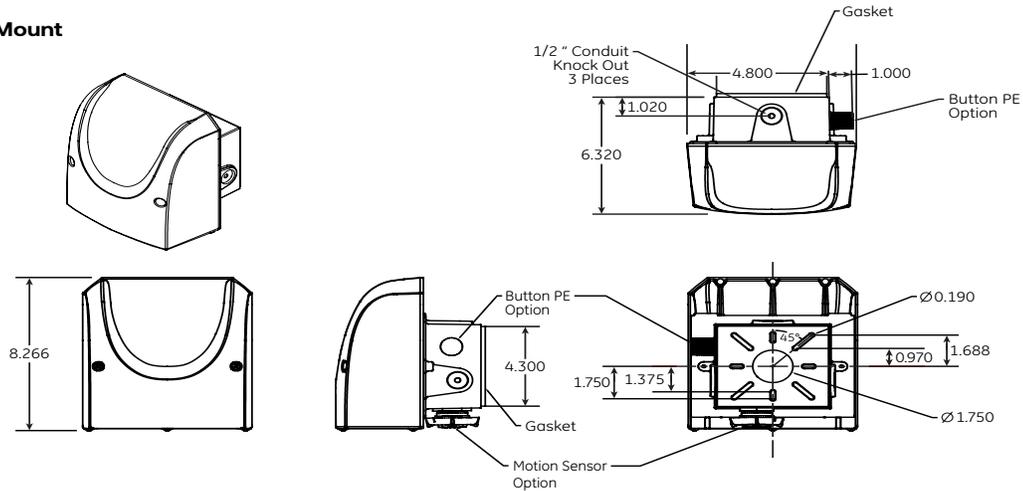


Sensing Pattern Wall Pack Fixture: 8-25 ft.

## Flush Mount



## Conduit Box Mount



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 OLP3127\_R03



**Job Name :** ALDI  
**Manufacturer :** GE CURRENT  
**Model Number :** EWLS02X40AF740N3CBDKBZ  
**Notes :** Single Voltage - 120v or 277v - Must be selected for PE option

**Datasheet Type :**  
**L21**

# EVOLVE

**EWLS L Series**  
 LED Wall Pack

CUSTOMER NAME \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 DATE \_\_\_\_\_ TYPE \_\_\_\_\_  
 CATALOG NUMBER \_\_\_\_\_

## Mounting

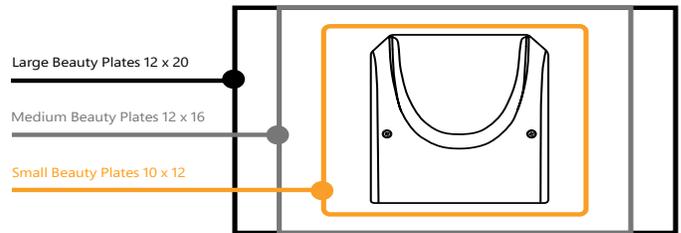
- Mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes.
- Flush Mount: Mounts directly to customer supplied junction box
- Conduit Box Mount: Mounts to walls via separate mounting box with conduit knockouts.

## Accessories

SAP NUMBER	SKU DESCRIPTION	DESCRIPTION	FINISH
93098508	EWLSAE1BLCK	10" x 12" Beauty Plate	BLACK
93098507	EWLSAE1DKBZ	10" x 12" Beauty Plate	DARK BRONZE
93098509	EWLSAE2BLCK	12" x 16" Beauty Plate	BLACK
93078134	EWLSAE2DKBZ	12" x 16" Beauty Plate	DARK BRONZE
93098506	EWLSAE2GRAY	12" x 16" Beauty Plate	GRAY
93082336	EWLSAE2WHITE	12" x 16" Beauty Plate	WHITE
93117503	EWLSAE3BLCK	12" x 20" Beauty Plate	BLACK
93082337	EWLSAE3WHITE	12" x 20" Beauty Plate	WHITE
93060351	EWLSAD	Diffuser	

## Accessories: Escutcheon Plates

Cover the unsightly debris marks on your building facade with color matched wall pack beauty plates. Mounting hole patterns and dimensions are compatible with typical building surface fastening methods.



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 OLP3127\_R03





# OMEGA-LITE®

## ACM PANELS & INSTALLATION SYSTEMS



**GO BEYOND THE PANEL... AND GO TO THE NEXT LEVEL.**

**Laminators Incorporated does more than offer ACM panels.**

*We manufacture aluminum composite panels and installation systems designed to maintain a consistent and long-lasting professional look. With a variety of standard colors and finishes, coupled with the ability to meet any custom color requirement, design options are limited only by your imagination.*

*For over 50 years, we have taken pride in delivering innovative, high-quality installation systems and superior customer service. Discover for yourself why building owners, architects, general contractors, distributors, fabricators, and installers turn to Laminators for all their architectural panel needs.*

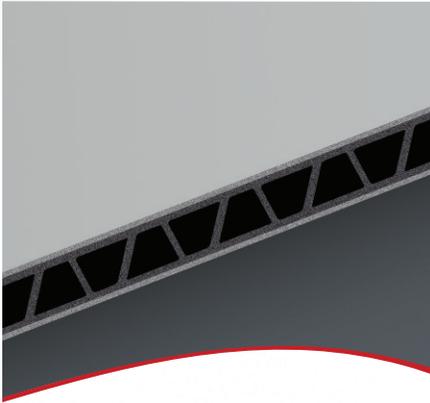
*At Laminators, we believe in fully integrated, fully tested solutions. We're ready to help you go beyond the panel... and go to the next level. Call **800.523.2347** to learn more or visit **[LaminatorsInc.com](http://LaminatorsInc.com)**.*



# OMEGA-LITE®

When you're looking for a highly decorative yet durable solution for exterior wall surfaces, choose Omega-Lite ACM panels—they will not rot, swell, corrode, or delaminate. Best of all, with our installation systems they make total installed costs extremely competitive.

- Composed of a lightweight polypropylene corrugated core between two finished aluminum sheets
- Non-absorbent, water-resistant, and easy to maintain
- Custom color panels and caulks available to meet any corporate need
- Available in smooth or stucco-embossed finishes
- Class A fire rating and NFPA 285 compliant... **passed all tests without the need for a special fire-retardant core!**
- Curved structures are possible with the combination of Omega-Lite and Omega-Flex™ panels which provide the ability to wrap a radius



*Panels feature a corrugated polypropylene core for the highest strength-to-weight ratio of any competitive ACM panel. Painted aluminum sheets cover a black, plastic, water-resistant core.*

## Typical Applications

- Fascias
- Soffits
- Decorative Storefronts
- Corporate ID Projects
- Canopies
- Clean Rooms
- Sunrooms
- Equipment Enclosures

Top-side horizontal applications are not recommended.



*Unlike other ACM manufacturers, Laminators offers various engineered and tested systems using our Omega-Lite ACM panels. Our proprietary systems can easily be combined with other systems, masonry and glass for instance, to provide a variety of design options.*

# TECHNICAL DATA

## Construction of Standard Omega-Lite

Sizes*	Core	Backer	Face Thickness	Surface Face Finish	Colors
4 ft. x 8 ft. 4 ft. x 10 ft. 4 ft. x 12 ft.	Corrugated Polypropylene	Mill finish 0.013 in. aluminum backer, or same as face for 2-sided construction	0.022 to 0.032 in.	Smooth and/or stucco-embossed aluminum	PVDF/Kynar 500®, Designer Series <sup>+</sup> , and custom colors
0.022 to 0.024 in.			Smooth and/or stucco-embossed aluminum	Polyester and Natural Series <sup>+</sup>	

\*5 ft. widths also available in select colors. <sup>+</sup>Smooth only. Refer to Architectural Color Chart for specific size and finish availability.

## References & Testing

AAMA 501.1	Standard Test Method for Water Penetration of Windows, Curtain Walls, and Doors Using Dynamic Pressure	ASTM D1929	Standard Test Method for Determining Ignition Temperature of Plastics
AAMA 508	Voluntary Test Method and Specification for Pressure Equalized Rain Screen Wall Cladding Systems	ASTM D2126	Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging
AAMA 509	Voluntary Test and Classification Method for Drained and Back Ventilated Rain Screen Wall Cladding Systems	ASTM D3273	Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
AAMA 2605	Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels	ASTM E8	Standard Test Methods for Tension Testing of Metallic Materials
ASTM B209	Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate	ASTM E84	Standard Test Method for Surface Burning Characteristics of Building Materials
ASTM B221	Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes	ASTM E90	Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
ASTM C209	Standard Test Methods for Cellulosic Fiber Insulating Board	ASTM E96	Standard Test Methods for Water Vapor Transmission of Materials
ASTM C518	Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus	ASTM E283	Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
ASTM C920	Standard Specification for Elastomeric Joint Sealants	ASTM E330	Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights, and Curtain Walls by Uniform Static Air Pressure Difference
ASTM C1193	Standard Guide for Use of Joint Sealants	ASTM E331	Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
ASTM C1289	Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board	ASTM E1233	Structural Performance of Exterior Windows, Curtain Walls, and Doors by Cyclic Air Pressure Differential
ASTM D635	Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position	NFPA 285	Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components
ASTM D1621	Standard Test Method for Compressive Properties of Rigid Cellular Plastics		
ASTM D1654	Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments		
ASTM D1781	Standard Test Method for Climbing Drum Peel for Adhesives		

# TECHNICAL DATA

## Specifications (Based on 6mm panel with 0.032 in. face and 0.013 in. backer.)

Thickness	Weight	Fabrication Tolerances	R-Value	Thermal Expansion
6mm (Special-order thicknesses available upon request)	0.99 lb./ft. <sup>2</sup> (+/-)	Length and Width: +/- 1/16 in. Squareness: +/- 1/16 in. Thickness: +/- 1/64 in.	R-0.50 hr. ft. <sup>2</sup> °F/BTU	Temp: 13.1 x 10 <sup>-6</sup> in./in./°F

**Fire Rating:** Based on ASTM E84: Class A, Flame Spread Index = 15, Smoke Developed Index = 90

**Bond Test:** Based on ASTM D1781

## Approvals/Compliance

Miami-Dade County Product Control Approved

- Miami-Dade County, Florida, NOA #20-0720.03, Expiration 08/2025
- +/- 120 psf design wind load
- Approval pertains only to Omega-Lite panels installed in the following systems:
  - 1-Piece, Tight-Fit Molding Installation System
  - Clip & Caulk Installation System
  - Rout & Return Installation System
  - Dry Seal Installation System
    - Large missile impact approved over exterior gypsum wallboard (Dry Seal only)

NFPA 285 (National Fire Protection Association) Compliant

Evaluation Services Listings (ESL)

- ESL-1248 (NFPA 285 Standard): 1-Piece, Tight-Fit Molding with BDV and Clip & Caulk with BDV over both Omega CI and gypsum
- ESL-1249 (AAMA 509 Standard): 1-Piece, Tight-Fit Molding with BDV over Omega CI and Clip & Caulk with BDV over both Omega CI and gypsum
- ESL-1250 (ASTM E330 Standard): 1-Piece, Tight-Fit Molding with BDV over Omega CI and Clip & Caulk with BDV over both Omega CI and gypsum
- ESL-1251 (ASTM D1781 Standard): Omega-Lite ACM Panels
- ESL-1252 (ASTM E331 Standard): 1-Piece, Tight-Fit Molding with BDV and Clip & Caulk with BDV over Omega CI
- ESL-1253 (ASTM E84 Standard): Omega-Lite ACM Panels
- ESL-1254 (ASTM E283 Standard): 1-Piece, Tight-Fit Molding with BDV and Clip & Caulk with BDV over Omega CI



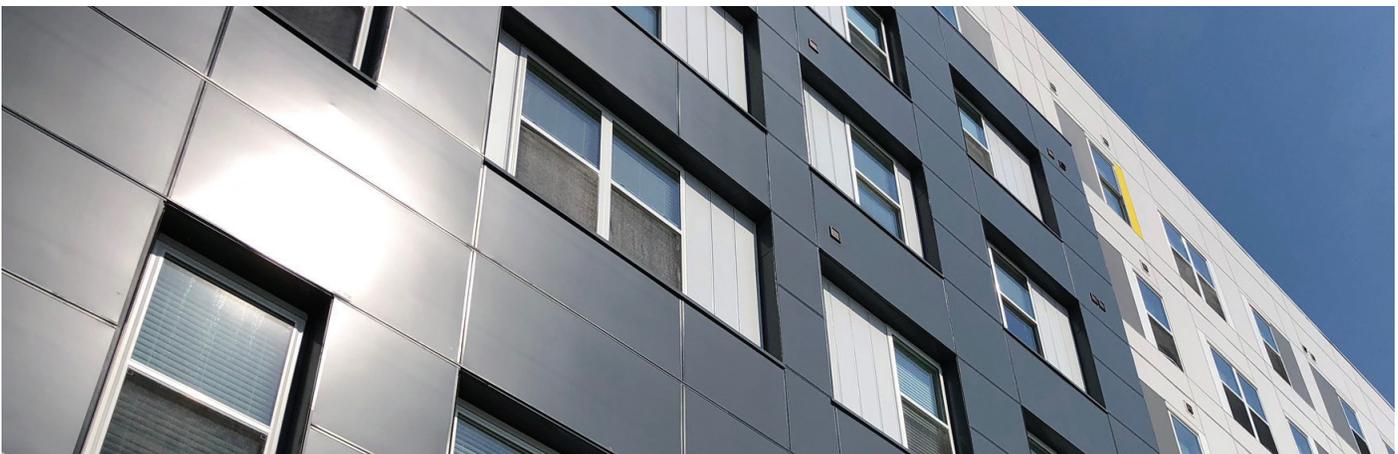
## THE OPTIMAL SOLUTION: BACK-DRAINED & VENTILATED + OMEGA CI®

**Laminators is the first manufacturer to develop a fully designed, integrated, and tested ACM panel and installation system.**

Combining Laminators' installation systems with Omega-Lite ACM and Omega CI rigid insulated panels provides a simple design solution for installations requiring continuous insulation while maintaining code requirements for water control and NFPA 285 fire resistance.

We offer different panel installation systems to give you the look and performance you need at a cost your budget will love. Panels can be measured and cut at the jobsite or in a shop environment. Cut-to-size panel lengths and widths can be ordered to minimize waste and reduce labor and material expenses.

- Fully integrated, high-performing wall systems
- Faster installation when compared to alternative continuous insulation options
- Easy solutions to code conflicts (NFPA 285, Continuous Insulation)
- Fully supported, pre-engineered solutions to meet delegated design requirements
- Faster finished wall assembly with reliable scheduling
- Omega-Lite systems install directly to Omega CI's plywood sheathing (Omega CI is optional)
  - Eliminates complex detailing and extensive planning associated with most proprietary solutions for installation of ACM veneer systems over continuous insulation
  - Sub-framing components can easily be adjusted during construction providing installers with the flexibility necessary for a successful installation (field-fabricated installation systems only)
- Gives designers and installers the freedom to choose any air and water barrier product that can be installed over plywood sheathing (NFPA 285 requirements were met using Barritech VP)
- Virtually all system components are available from Laminators, making us your one-stop shop
- Omega-Lite panels offer a highly decorative, strong, and durable surface finish for exterior wall surfaces
- Laminators can provide you with installation training and technical support to ensure that your project is a success



## OMEGA CI: A CLOSER LOOK

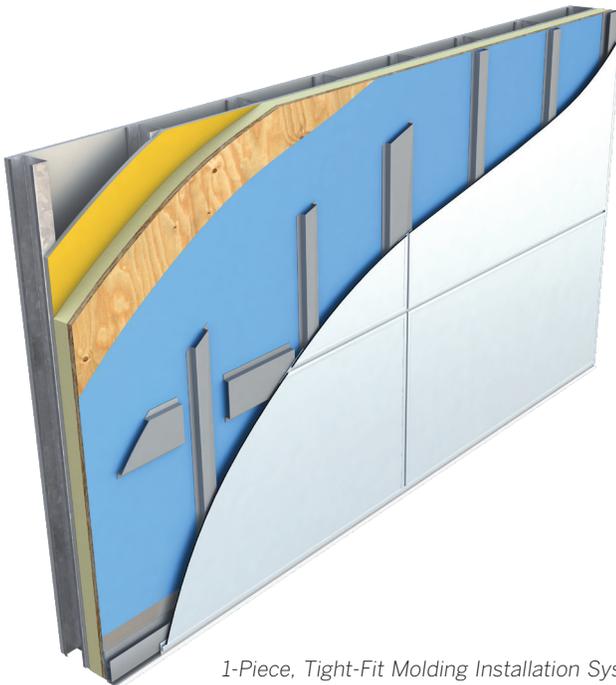
Omega CI is a rigid insulation panel comprising a closed-cell polyiso foam core bonded to a premium performance coated glass backer and a 5/8" fire-treated plywood face. Omega CI is available in 4' x 8' sheets in 2.1" thickness (contact Laminators technical support for alternative thickness availability).

### Benefits

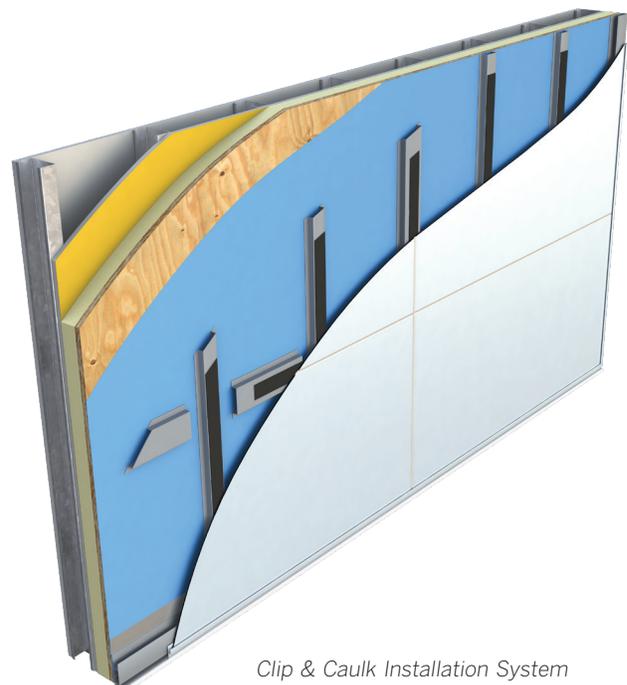
- Ease of installation: product is installed in a similar manner to traditional plywood sheathing
- Labor savings: combines the installation of continuous insulation and structural sheathing into one component
- Single-source responsibility for product delivery
- Simplifies attachment of ACM veneer systems by providing a continuous structural substrate
- 2.1" thickness provides R-9.6 for IECC/ASHRAE 90.1 prescriptive continuous insulation requirement
- NFPA 285 compliant for installations on Type I, II, III, and IV construction

### Testing & Approvals

- Class A fire rating and NFPA 285 compliant with all installation systems



*1-Piece, Tight-Fit Molding Installation System with Omega CI*



*Clip & Caulk Installation System with Omega CI*

## INSTALLATION SYSTEMS

Unlike other ACM manufacturers, Laminators offers various engineered and tested systems using our Omega-Lite ACM panels. Our proprietary systems can be easily combined with other systems, masonry and glass for instance, to provide a variety of design options. Omega-Lite installed in both our field-fabricated and shop-fabricated installation systems meets NFPA 285 and Miami-Dade County Product Control requirements. **Our 6mm panel systems passed NFPA 285 without the need for a special fire-retardant core.**

Laminators offers unparalleled flexibility with multiple installation systems to fit your project and regional conditions. We offer many choices to consider when deciding on the look of your project.

### FIELD-FABRICATED SYSTEMS

Our new and improved back-drained and ventilated field-fabricated installation systems (1-Piece, Tight-Fit Molding, Clip & Caulk) provide designers and installers the optimal solution for the challenges associated with achieving a code-compliant exterior wall envelope. Simple and flexible, these new systems allow fast, easy fabrication directly on the jobsite, saving time and money by allowing installers to adapt to as-built conditions during installation.

#### 1-Piece, Tight-Fit Molding

Laminators' 1-Piece, Tight-Fit Molding installation system achieves a traditional yet high-tech appearance at an affordable cost. This easy-to-install progressive installation system uses aluminum moldings to encapsulate panel edges.

- Both flat and reveal moldings are available providing two different design options for panel joints
- No exposed sealant joints to maintain
- Option to provide mitered joint intersections



#### Clip & Caulk™

Laminators' Clip & Caulk installation system provides the traditional Rout & Return "look" without the hassle and cost of fabricating panels.

- Cost-effective yet attractive finish
- Color-matched or contrasting joint sealants available



# INSTALLATION SYSTEMS

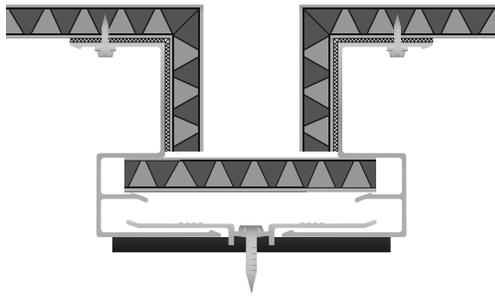
## SHOP-FABRICATED SYSTEMS

With our shop-fabricated installation systems (Dry Seal, Rout & Return), panels can be prefabricated in our shop and delivered directly to the jobsite, or an experienced fabricator can fabricate the panels in a shop environment.

### Dry Seal

Laminators' Dry Seal installation system features a deep reveal "look" without caulk at the joints, creating a crisp, clean appearance.

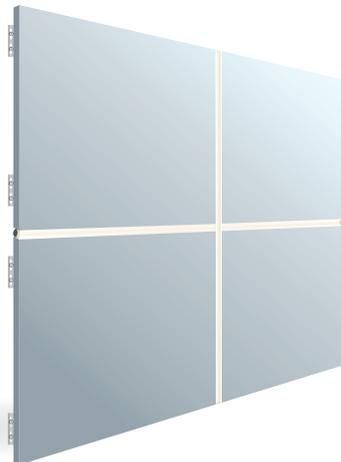
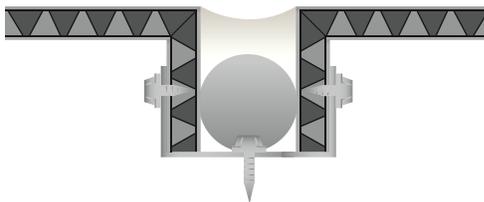
- Creates a pressure-equalized rainscreen wall system that compartmentalizes the air cavity and allows for drainage and ventilation, reducing moisture-related issues within the wall cavity
- Passed AAMA 508 testing standards



### Rout & Return

Laminators' Rout & Return installation system gives a sophisticated yet high-tech look.

- "Deep-Reveal" or flush monolithic appearance
- Color-matched caulk gives a beautiful monochromatic look; contrasting caulk can be used with eye-pleasing results

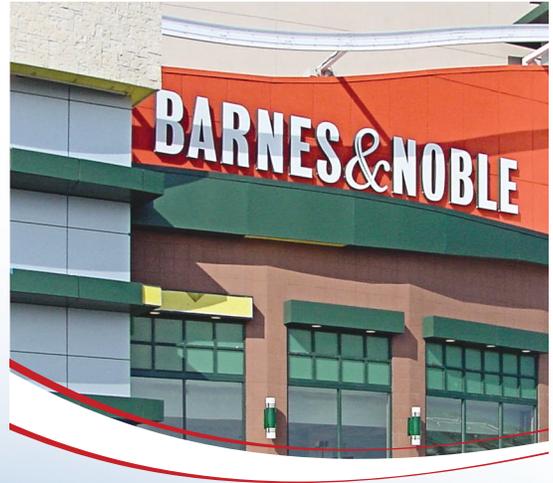


Visit [LaminatorsInc.com](http://LaminatorsInc.com) to download our complete set of installation guides, CAD drawings, specifications, and technical data sheets, as well as to learn more about our systems.

## COLORS & FINISHES

Vivid colors add new dimension to great architectural design. The right colors create visual interest, enhance beauty, and promote a sense of balance. Laminators Incorporated offers **more than 50 stunning color choices** to complement your design, covering a range of aesthetics and applications. We can also create or match custom colors to your specifications, making it easy to maintain consistency in corporate identity programs.

In addition to the wide range of color choices, panels are available in several finishes ranging from smooth wood grains to bright metallic hues. Metal color chips and samples are also available by request. **Additional specialty colors and patterns available by special order.**



Visit [LaminatorsInc.com](http://LaminatorsInc.com) to view or download our Architectural Color Chart for a full list of colors and finishes. To speak with an architectural systems representative, please call **800.523.2347**.

# ARCHITECTURAL SERVICES

Unique in the industry, Laminators is a full-service manufacturing company offering complete, innovative, turnkey solutions for your architectural cladding needs.

As manufacturers and fabricators of architectural panels, we understand all the nuances of performing take-offs, fabricating for time- and cost-efficiency, and more.

Whether your project is in the design, specification, production, or installation stage, our experienced staff can assist your team along the way, including:

- Engineering
- Shop Drawings
- Fabrication
- Field Training
- Take-Offs

Whether you are a building owner, architect, general contractor, distributor, fabricator, or installer, you can count on Laminators to deliver the highest-quality installation systems and customer service in the industry.



Visit [LaminatorsInc.com](http://LaminatorsInc.com) to see our full Architectural Project Portfolio.



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## SECTION 074243 - COMPOSITE WALL PANELS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes metal-faced composite wall panels:
  - 1. One-piece, Tight-Fit Extruded Molding System
  - 2. Clip and Calk System

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal-faced composite wall panel assemblies capable of withstanding the effects of the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 330:
  - 1. Wind Loads: Determine loads based on the following minimum design wind pressures:
    - a. Uniform pressure of 20 lbf/sq. ft., acting inward or outward.
  - 2. Deflection Limits: Metal-faced composite wall panel assemblies shall withstand wind loads with horizontal deflections no greater than 1/175 of the span at the perimeter and 1/60 of the span anywhere in the panel of the span.

#### 1.3 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation layouts of metal-faced composite wall panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details. Distinguish among factory-, shop-, and field-assembled work.
- B. Samples: For each type of exposed finish required.

#### 1.4 QUALITY ASSURANCE

- A. Fire-Resistance Ratings: Where indicated, provide metal-faced composite wall panels identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

#### 1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal-faced composite wall panel assemblies that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: five years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal-faced composite wall panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PANEL MATERIALS

- A. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

## ALDI Retail Facility

1. Surface: Smooth, flat finish.
  2. Exposed Coil-Coated Finishes:
    - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
  3. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.
- B. Panel Sealants: ASTM C 920.

### 2.2 MISCELLANEOUS METAL FRAMING

- A. Miscellaneous Metal Framing, General: ASTM C 645, cold-formed metallic-coated steel sheet, ASTM A 653/A 653M, G60 hot-dip galvanized or coating with equivalent corrosion resistance unless otherwise indicated.
- B. Hat-Shaped, Rigid Furring Channels:
1. Nominal Thickness: 0.040 inch.
  2. Depth: 7/8 inch.

### 2.3 MISCELLANEOUS MATERIALS

- A. Aluminum Extrusions: ASTM B 221.
- B. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal-faced composite wall panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.

### 2.4 METAL-FACED COMPOSITE WALL PANELS

- A. General
1. Products: Subject to compliance with requirements, provide the following:
    - a. **Basis of Design:** Omega-Lite as manufactured by Laminators Incorporated; 3255 Penn St., Hatfield, PA 19440. Tel: (215)723-8107
    - b. **Acceptable alternate:** ProCore as manufactured by Citadel Architectural Products, Inc.; 3131-A North Franklin Road, Indianapolis, IN 46226. Tel: (800) 446-8828
- B. Aluminum-Faced Composite Wall Panels: Formed with 0.032-inch- thick, coil-coated aluminum sheet facings.
1. Panel Thickness: 0.236 inch.
  2. Core: Standard corrugated polyallomer (CPA) core with backer sheet.
  3. Panel Backing: Random painted aluminum sheet, 0.015 inches (0.381 mm) thick, ASTM B209 aluminum sheet.
  4. Bond Test Performance: ASTM C481-A Cyclic Aging: Pass.
  5. Exterior Finish: 2-coat fluoropolymer (Kynar 500).
    - a. Color:
      - 1) See drawings for colors.
- C. Attachment System Components: Formed from material compatible with panel facing.
1. Include manufacturer's standard perimeter extrusions with integral weather stripping, panel stiffeners, panel clips and anchor channels.

## 2.5 ACCESSORIES

- A. Wall Panel Accessories: Provide components required for a complete metal-faced composite wall panel assembly including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal-faced composite wall panels unless otherwise indicated.
- B. Flashing and Trim: Formed from 0.030-inch- minimum thickness, zinc-coated (galvanized) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal-faced composite wall panels. Provide a 12 inch (305 mm) wide lap strap under the flashing at abutted conditions and seal lapped surfaces with a full bed of non-hardening sealant.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Miscellaneous Framing: Install subgirts, base angles, sills, furring, and other miscellaneous wall panel support members and anchorage according to ASTM C 754 and metal-faced composite wall panel manufacturer's written instructions.

### 3.2 METAL-FACED COMPOSITE WALL PANEL INSTALLATION

- A. Attachment System Installation, General: Install attachment system required to support metal-faced composite wall panels and to provide a complete weathertight wall system, including subgirts, perimeter extrusions, tracks, drainage channels, panel clips, and anchor channels.
  - 1. Install per manufacturer recommendation, include attachment to supports, panel-to-panel joinery, panel-to-dissimilar-material joinery, and panel-system joint seals and molding as required.
  - 2. Do not begin installation until weather barrier and flashings that will be concealed by composite panels are installed.
- B. One-piece, Tight-Fit Extruded Molding System: attach moldings thru the sheathing directly to the back-up studs, or provide steel strapping as required behind the extrusion. Strapping must be attached directly to the studs.
  - 1. Provide 'J' molding at entire perimeter and at perimeter of sign.
  - 2. Provide horizontal and vertical 'Center Reveal' H molding as shown on exterior elevations.
  - 3. Provide outside corner molding (part #4535x) attached to sub-framing members at outside corners.
  - 4. Provide molding of same color and finish as panels.

### 3.3 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal-faced composite wall panel assembly.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

### 3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal-faced composite wall panel units within installed tolerance of 1/4 inch in 20 feet, nonaccumulative, on level, plumb, and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.5 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal-faced composite wall panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal-faced

ALDI Retail Facility

composite wall panel installation, clean finished surfaces as recommended by panel manufacturer. Maintain in a clean condition during construction.

- B. After metal-faced composite wall panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

END OF SECTION 074243



ARCHITECTURAL WALL PANELS

# Commercial Full Line Catalog



---

## OWN YOUR NICHE WITH NICHIIHA.

At Nichiha, we're all about building better. Whether you're looking for an industrial or a modern style, or the aesthetics of traditional wood, our all-weather, high-performance lines offer uncompromising durability. That's why you'll see us in every type of construction—from education and hospitality to multifamily buildings and custom homes—and in every type of climate.

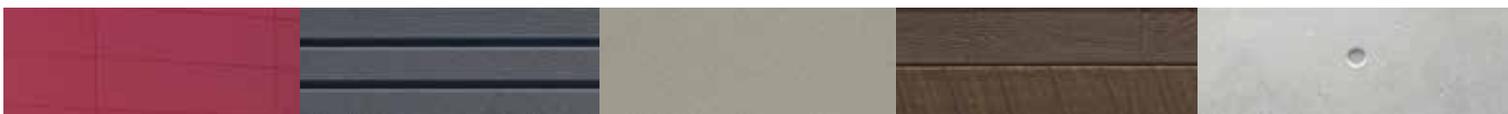
8 | DESIGNER SERIES

14 | DIMENSION SERIES

18 | MODERN SERIES

20 | WOOD SERIES

26 | CONCRETE SERIES





ILLUMINATION Custom Color | VINTAGEWOOD Cedar | INDUSTRIALBLOCK



ILLUMINATION Custom Color



VINTAGEWOOD Cedar | ILLUMINATION Custom Color

28 | BRICK SERIES

30 | MASONRY SERIES

32 | ESSENTIAL FLASHING

34 | INSTALLATION HARDWARE & TRIM





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# MULTIPLE LOOKS. ONE SOURCE.

Less time managing, more time imagining.

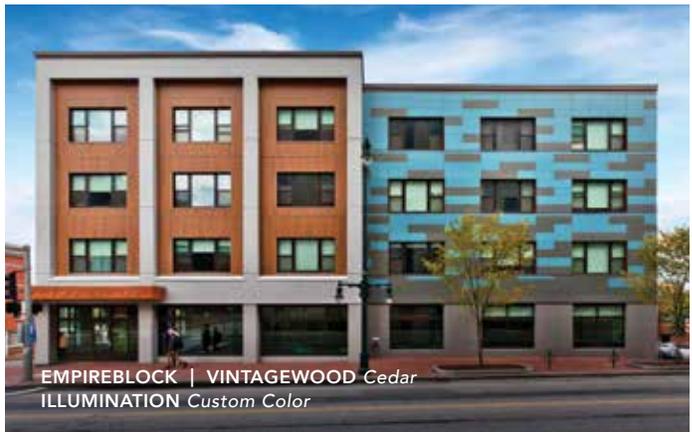
Why settle for one look when you can get multiple textures and finishes from a single manufacturer? With Nichiha Architectural Wall Panels, you can mix and match cladding styles to achieve the varied look you've been searching for. Whether you're looking for metal, stone, wood, concrete or brick, we have it all. Plus, all of our panel styles operate on the same clip installation system — saying goodbye to multiple contractors. You'll be able to move from conception to completion with ease, all while saving time and money.



VINTAGEWOOD  
Cedar



ILLUMINATION Custom Color | VINTAGEWOOD Cedar



EMPIREBLOCK | VINTAGEWOOD Cedar  
ILLUMINATION Custom Color



**USEFUL TIP**

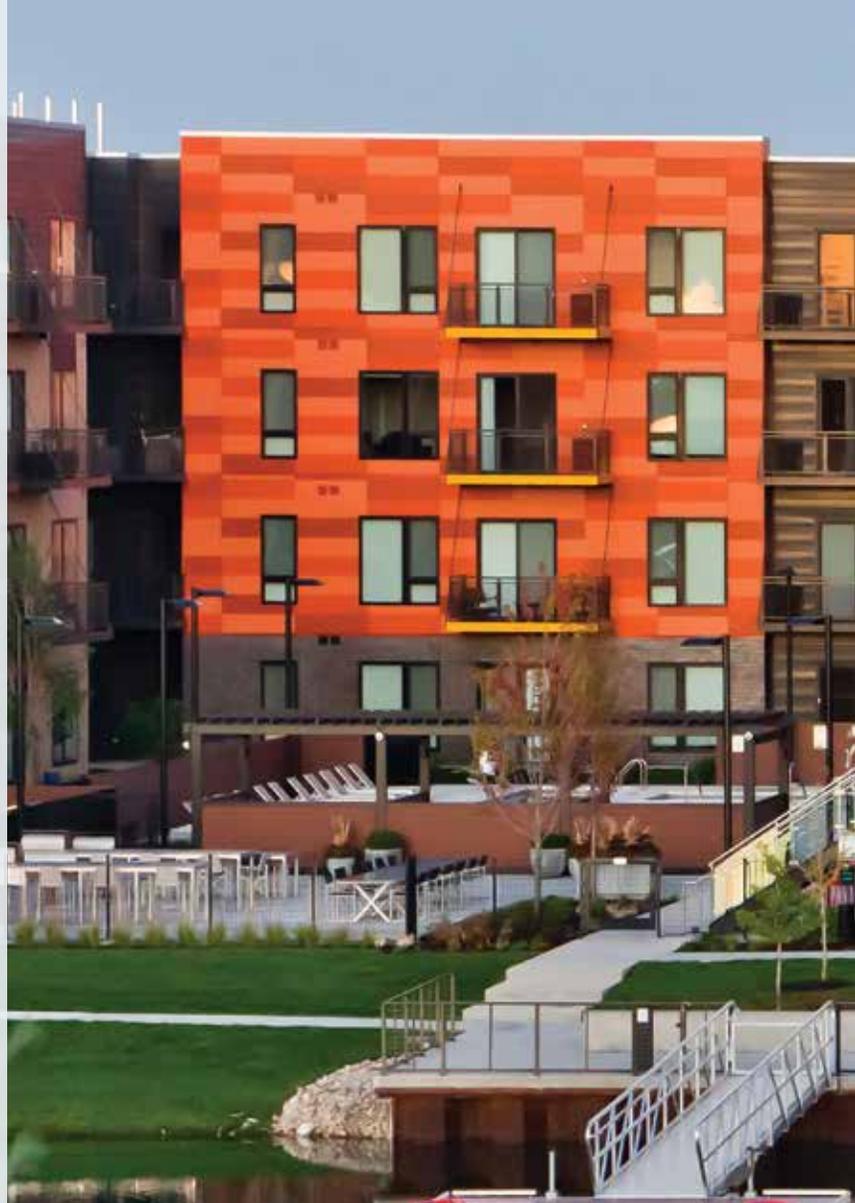
Add the finishing touches to your next project with our Essential Flashing on page 32.



---

# COLOR XPRESSIONS

Open your project  
up to a nearly  
limitless world of  
color possibilities.



Nichiha's Color Xpressions system provides a degree of design freedom that most cladding products don't offer. It delivers the strength of fiber cement in virtually any color, making it easier than ever to match your brand's color seamlessly. The three-step process is simple:

- ① Choose the exact color you want
- ② Connect with a Nichiha representative who will coordinate the delivery of swatches
- ③ Sign off on your color selection

This premium feature is available for Illumination, Ribbed, Latura V-Groove and TuffBlock panels and has no minimum order required. In addition to offering matching trim pieces, Color Xpressions is backed by a 15-year limited factory-applied finish warranty.

\*See Nichiha warranties for detailed information on terms, conditions and limitations.



ILLUMINATION *Custom Color*



RIBBED *Custom Color*



ILLUMINATION *Custom Color*



**LOOK FOR THIS ICON**

You'll see this icon next to the products available in Color Xpressions: Illumination, Ribbed, Latura V-Groove and TuffBlock.



# THE DESIGNER SERIES

ILLUMINATION *Custom Color*

---

## Polished sophistication in color.

Elevated, contemporary style with Nichiha's superior performance to match—that's the hallmark of our Designer Series featuring Illumination and Miraia.

With a sleek satin finish, the easy-to-install Illumination wall panels are perfect for your next modern project. And with our revolutionary Color Xpressions system, the design possibilities are endless.

Schools | Multifamily | Mixed-use | Office Building | Healthcare

ILLUMINATION™ SPECS 

AWP 1818

AWP 3030

DIMENSIONS (ACTUAL MM)

17-7/8" H x 71-9/16" L  
(455MM H x 1818MM L)

17-7/8" H x 119-5/16" L  
(455MM H x 3030MM L)

THICKNESS (ACTUAL MM)

5/8" (16MM)

5/8" (16MM)

WEIGHT (LBS. PER PANEL)

35.2

57.2

WEIGHT (LBS. PER SQ. FT.)

3.9

3.8

EXPOSED COVERAGE (SQ. FT. PER PANEL)

8.88 SQ. FT.

14.81 SQ. FT.

PACKAGING (PIECES PER PACK)

2 [17.76 SQ. FT.]

2 [29.62 SQ. FT.]



**CUSTOM HUES MEET MODERN DESIGN**

With Color Xpressions, Illumination panels are available in an array of custom colors.



AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.



AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.

**THIS IS THE PRODUCT WE ARE SELECTING - COLOR MATCHED TO VINTAGEWOOD "BARK"**



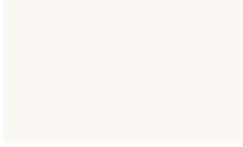


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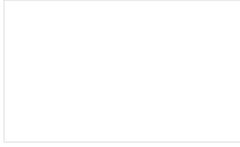
## Long-lasting color with shorter lead times.

Our Illumination architectural wall panels add dimension and visual interest to any project, but its 10-week lead time can sometimes be a deterrent. To better serve our customers we introduced a Stock Illumination program, which offers a selection of our most popular colors with the standard 5-day lead time. All our stocked Illumination products include matching trim pieces to add the finishing touches to your projects.

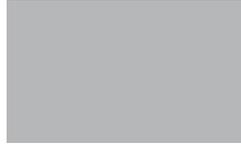
**STOCK ILLUMINATION™**



WARM WHITE  
ED680F-WARMWHITE



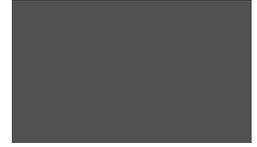
COTTON  
ED680F-COTTON



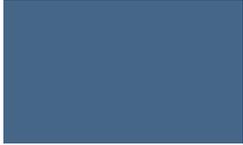
FOG  
ED680F-FOG



NICKEL  
ED680F-NICKEL



GRAPHITE  
ED680F-GRAPHITE



BAY BLUE  
ED680F-BAYBLUE



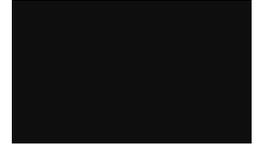
LAVA  
ED680F-LAVA



SCARLET  
ED680F-SCARLET



RUSSET  
ED680F-RUSSET



RAVEN  
ED680F-RAVEN

**STOCK ILLUMINATION SPECS**

**AWP 1818**

DIMENSIONS (ACTUAL MM)

17-7/8" H x 71-9/16" L  
(455MM H x 1818MM L)

THICKNESS (ACTUAL MM)

5/8" (16MM)

WEIGHT (LBS. PER PANEL)

35.2

WEIGHT (LBS. PER SQ. FT.)

3.9

EXPOSED COVERAGE (SQ. FT. PER PANEL)

8.88 SQ. FT.

PACKAGING (PIECES PER PACK)

2 [17.76 SQ. FT.]



AWP 1818 CAN ONLY BE  
INSTALLED HORIZONTALLY.



*\*Create a similar look using Stock Illumination*



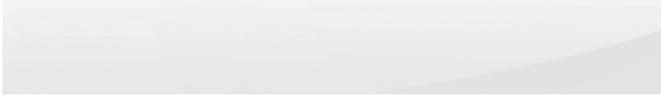
MIRAIA *Onyx*

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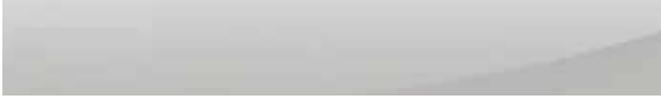
## Showstopping exteriors with Miraia.

High-design projects require luxe, head-turning cladding like Miraia. The only product of its kind in the fiber cement market, Miraia offers a reflective, high-gloss finish, perfect for design accents or an affordable alternative to metal. Miraia is available in three stunning colors—Snow, Glacier and Onyx.

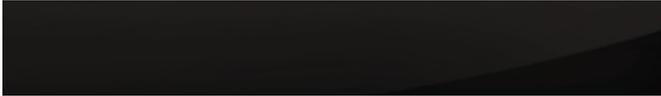
MIRAIA



SNOW



GLACIER



ONYX

NOTE: Mirai panels are only available with metal trim corner options.  
 Prefinished corners are not available. See page 35 for more information.

MIRAIA SPECS

AWP 1818

DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	37.9
WEIGHT (LBS. PER SQ. FT.)	4.19
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]





# THE DIMENSION SERIES

Color. Texture. Depth. It's design complexity made simple.

Don't settle for a single, flat look when the Dimension Series lets you add depth, texture and color to your designs. Our multi-dimensional Ribbed,<sup>™</sup> Latura V-Groove and Novenary panels bring visual interest to smooth surfaces, like glass or metal, with recessed reveals and striking shadow lines. An additional element, like color, is the perfect way to add another layer of depth and intrigue. The Dimension Series gives you the design flexibility you desire to bring walls to life.

RIBBED 



IVORY



INDIGO



**CUSTOM HUES MEET MODERN DESIGN**  
 With Color Xpressions, Ribbed panels are available in an array of custom colors. Learn more on page 6.



Custom color and texture are often used to create depth to make small spaces seem larger. However, even large areas can benefit from these techniques to give flat designs more visual interest.

RIBBED SPECS	AWP 3030
DIMENSIONS (ACTUAL MM)	17-7/8" H x 119-5/16" L (455MM H x 3030MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	57.3
WEIGHT (LBS. PER SQ. FT.)	3.8
EXPOSED COVERAGE (SQ. FT. PER PANEL)	14.81 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [29.62 SQ. FT.]

 AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.

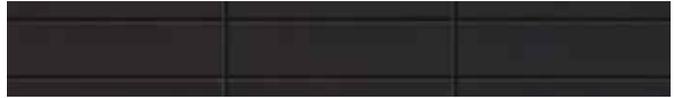


RIBBED Custom Color | ILLUMINATION Custom Color

NOVENARY



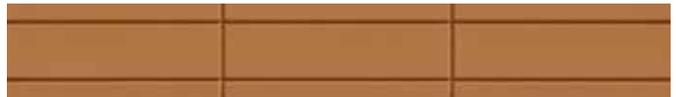
OPAL



SLATE



SAND



OCHRE



CLAY

NOVENARY SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	7/8" (21MM)
TILE SIZE	5-3/8" H x 23-1/4" L
WEIGHT (LBS. PER PANEL)	47.84
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ.FT]

 AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.



NOVENARY Opal



LATURA V-GROOVE White + Custom Color | STOCK ILLUMINATION Cotton | MODERNBRICK

---

## Pushing the boundaries of lap siding.

Latura V-Groove gives you the classic look of lap siding with the modern performance of our Architectural Wall Panels. The ultra-durable fiber cement panels are resistant to fire, wind, pests and rot, easy to maintain, and have an integrated rainscreen system that offers protection from water intrusion and moisture damage. Latura V-Groove features a sophisticated look with deep shadow lines that are perfect for custom homes or multifamily projects alike.



WHITE



GRAY



**CUSTOM HUES MEET MODERN DESIGN**

With Color Xpressions, Latura V-Groove panels are available in an array of custom colors. Learn more on page 6.

**LATURA V-GROOVE SPECS**

**AWP 1818**

**AWP 3030**

DIMENSIONS (ACTUAL MM)

17-7/8" H x 71-9/16" L  
(455MM H x 1818MM L)

17-7/8" H x 119-5/16" L  
(455MM H x 3030MM L)

THICKNESS (ACTUAL MM)

5/8" (16MM)

5/8" (16MM)

WEIGHT (LBS. PER PANEL)

40.35

65.25

WEIGHT (LBS. PER SQ. FT.)

4.54

4.41

EXPOSED COVERAGE (SQ. FT. PER PANEL)

8.88 SQ. FT.

14.81 SQ. FT.

PACKAGING (PIECES PER PACK)

2 [17.76 SQ. FT.]

2 [29.62 SQ. FT.]

 AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.

 AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.



LATURA V-GROOVE Custom Color



LATURA V-GROOVE White + Custom Color



# THE MODERN SERIES

ARCHITECTURALBLOCK Gray

---

## Take modern to the next level with distinct textures and tones.

The clean, modular look of the Nichiha Modern Series is a versatile choice for commercial and residential projects alike. The stylish tones and subtle seams are the perfect partner for gleaming glass and stainless steel. If you're looking for a modern contrast, the cool hues glow when paired with the warmth of wood. This series offers two distinct textures to ensure you find the perfect fit. ArchitecturalBlock™ is a handsome, durable and cost-effective solution. The ease of installation and wide variety of corner options make it as popular with contractors as it is with clients.

Its partner product, TuffBlock,™ offers many of the same features as ArchitecturalBlock, but takes urban to the next level with a tough, textured finish. TuffBlock is built to last with strong construction that stands up to everyday wear and tear, making it the perfect panel for high-traffic areas.

**ARCHITECTURALBLOCK**



MOCHA



GRAY



TUSCAN

**TUFFBLOCK** 



STEEL



BAMBOO



WALNUT



PEWTER



TAUPE

**ARCHITECTURALBLOCK SPECS**

**AWP 1818**

DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

**TUFFBLOCK SPECS**

**AWP 1818**

DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]



**CUSTOM HUES MEET MODERN DESIGN**

With Color Xpressions, TuffBlock is now available in an array of custom colors. Learn more on page 6.



ARCHITECTURALBLOCK Gray



TUFFBLOCK Steel | ILLUMINATION Custom Color



---

## Get the natural look of wood with unmatched durability.

With 11 varieties of style and color, the Wood Series is our largest and most popular product line. Built to last, our VintageWood™, RoughSawn™, RiftSawn™ and Natura panels offer the rich textures of wood while providing color stability and withstanding extreme weather elements.

VintageWood exudes modern refinement and works well in both modern and vintage designs. Available in five colors — Bark, Cedar, Redwood, Ash and Spruce — VintageWood continues to be a best seller in the hospitality and healthcare markets. It pairs perfectly with glass, metal and block panels, adding a touch of warmth to the coolness of these materials. And because VintageWood can be installed vertically or horizontally, it offers a wide range of design options.

**WE ARE COLOR MATCHING THIS FINISH**



BARK

ASH



CEDAR



SPRUCE



REDWOOD



**DESIGN TIP**  
Achieve the organic staggered look you love with our VintageWood 1818 panels, measuring nearly 6 feet in length.

**VINTAGEWOOD SPECS**

**AWP 1818**

**AWP 3030**

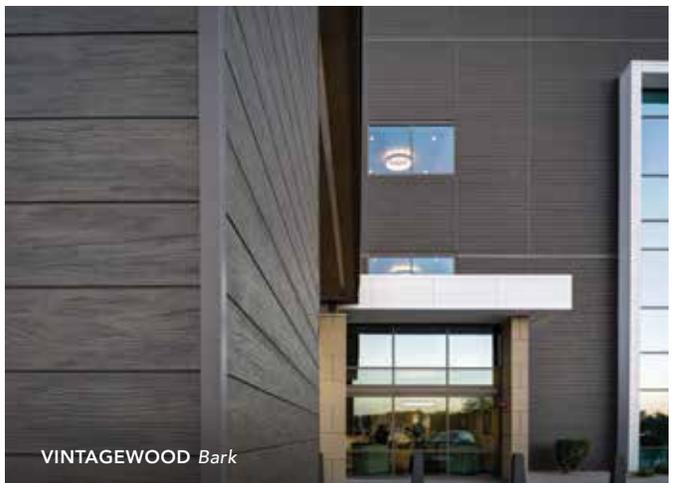
	AWP 1818	AWP 3030
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)	17-7/8" H x 119-5/16" L (455MM H x 3030MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	34.8	57.3
WEIGHT (LBS. PER SQ. FT.)	3.9	3.8
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.	14.81 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]	2 [29.62 SQ. FT.]

 AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.

 AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.



VINTAGEWOOD Ash



VINTAGEWOOD Bark



VINTAGEWOOD Cedar | ROUGHSAWN Tobacco

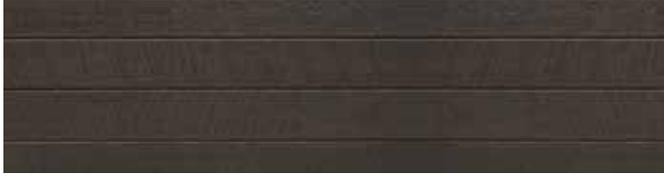
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## Add rustic sophistication with RoughSawn and RiftSawn.

Nichiha's Wood Series provides the look of wood without the drawbacks of natural wood cladding. With its earthy appeal and rich texture, RiftSawn and RoughSawn™ add a rustic quality to all types of projects. They showcase the ridges, grooves and textures of natural wood while maintaining a consistent length that is easy to work with. RiftSawn is unique in the Wood Series with its full panel design, which incorporates a darker edge to create the look of a reveal. This provides the appearance of an open joint system with the added performance of a closed joint system.

Like VintageWood, these products also pair well with glass, metal, and block panels. And when it comes to installation, hidden fasteners provide a clean and beautiful look that works for exterior and interior applications. Nichiha gives you the perfect match — the beauty of wood backed by the brawn of fiber cement.

**ROUGHSAWN**



ESPRESSO



TOBACCO



SMOKE

**RIFTSAWN**



PECAN



CHESTNUT

**ROUGHSAWN SPECS**

**AWP 3030**

DIMENSIONS (ACTUAL MM)	17-7/8" H x 119-5/16" L (455MM H x 3030MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	57.3
WEIGHT (LBS. PER SQ. FT.)	3.8
EXPOSED COVERAGE (SQ. FT. PER PANEL)	14.81 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [29.62 SQ. FT.]

 AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.

**RIFTSAWN SPECS**

**AWP 1818**

DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	3/4" (18MM)
WEIGHT (LBS. PER PANEL)	41.6
WEIGHT (LBS. PER SQ. FT.)	4.7
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

 AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.



ROUGHSAWN Tobacco



RIFTSAWN Pecan | TUFFBLOCK Steel



NATURA *Rustic White* | RIBBED *Ivory* | ILLUMINATION *Custom Color*

---

## Enjoy the beauty of wood without the limitations.

Adopting its texture from the natural grooves of wood, Natura provides organic yet elegant elements for both commercial and residential designs. Natura comes in the color Rustic White which layers creamy white and tan tones reminiscent of driftwood. Its pattern is unique in the Wood Series, with each panel showcasing four planks of varying heights and a staggered horizontal pattern. With Natura you can enjoy the same benefits as any of our architectural wall panels—easy installation, ultra-durability and resistance to fire, wind and pests.

**NATURA**



RUSTIC WHITE

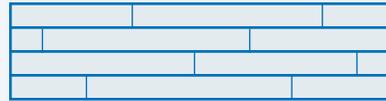
NATURA SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	5/8" (16MM)
WEIGHT (LBS. PER PANEL)	40.02
WEIGHT (LBS. PER SQ. FT.)	4.55
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

**AT A GLANCE**

Here's a look at the differences between our Wood Series products.



**VINTAGEWOOD** | AWP 1818 & AWP 3030  
Three planks, full width of panel



**ROUGHSAWN** | AWP 3030 only  
Four planks, consistent heights but staggered horizontally



**RIFTSAWN** | AWP 1818 only  
One plank with a darker reveal at the top



**NATURA** | AWP 1818 only  
Four planks, varied heights and staggered horizontally





# THE CONCRETE SERIES

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## Taking concrete to unexpected places.

Designed to mimic the natural textures of concrete, our light-weight panels offer distinct facades to fit your creative vision, without the curing time, cracking or color inconsistency associated with real concrete.

IndustrialBlock offers a distressed look, while EmpireBlock features a unique dimple that ups the industrial chic, and Corbosa evokes the look of wet concrete.

Our AWP 3030 panels — IndustrialBlock and EmpireBlock — can be installed vertically and horizontally, covering approximately 15 square feet per panel, and have the durability you've come to expect from Nichiha. Corbosa can only be installed horizontally.

**EMPIREBLOCK**



**EMPIREBLOCK SPECS & INDUSTRIALBLOCK SPECS**

**DIMENSIONS (ACTUAL MM)**

THICKNESS (ACTUAL MM)

WEIGHT (LBS. PER PANEL)

WEIGHT (LBS. PER SQ. FT.)

EXPOSED COVERAGE (SQ. FT. PER PANEL)

PACKAGING (PIECES PER PACK)

**INDUSTRIALBLOCK**



**AWP 3030**

17-7/8" H x 119-5/16" L  
(455MM H x 3030MM L)

5/8" (16MM)

57.3

3.8

14.81 SQ. FT.

2 [29.62 SQ. FT.]



AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.

**CORBOSA**



MOONDUST



SHADOW

**CORBOSA SPECS**

**AWP 1818**

**DIMENSIONS (ACTUAL MM)**

17-7/8" H x 71-9/16" L  
(455MM H x 1818MM L)

THICKNESS (ACTUAL MM)

5/8" (16MM)

WEIGHT (LBS. PER PANEL)

40

WEIGHT (LBS. PER SQ. FT.)

4.5

EXPOSED COVERAGE (SQ. FT. PER PANEL)

8.88 SQ. FT.

PACKAGING (PIECES PER PACK)

2 [17.76 SQ. FT.]



AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.



EMPIREBLOCK



INDUSTRIALBLOCK | ILLUMINATION Custom Color

# THE BRICK SERIES



---

## Get a timeless brick finish without the traditional hassle.

The slight variations in color, the stately good looks, the grout lines — it's all there in the Nichiha Brick Series. Thanks to a proprietary multi-layered coating process, the beauty of brick is built to last in these fiber cement panels. With five finishes, you have the freedom to create the brick building of your choice without the extra cost or hassle.

**VINTAGEBRICK™**



ALEXANDRIA BUFF



WHITE WASH

VINTAGEBRICK SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455 MM H x 1818 MM L)
THICKNESS (ACTUAL MM)	3/4" (18 MM)
WEIGHT (LBS. PER PANEL)	39.6
WEIGHT (LBS. PER SQ. FT.)	4.4
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

**CANYONBRICK™**



SHALE BROWN

CANYONBRICK SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455 MM H x 1818 MM L)
THICKNESS (ACTUAL MM)	5/8" (16 MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]



CANYONBRICK | ILLUMINATION Custom Color

**PLYMOUTHBRICK™**



CRIMSON



Get the classic look of kiln-fired brick with the modern strength of PlymouthBrick panels.

PLYMOUTHBRICK SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455 MM H x 1818 MM L)
THICKNESS (ACTUAL MM)	5/8" (16 MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

**MODERNBRICK™**



MIDNIGHT

MODERNBRICK SPECS	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455 MM H x 1818 MM L)
THICKNESS (ACTUAL MM)	5/8" (16 MM)
WEIGHT (LBS. PER PANEL)	36.6
WEIGHT (LBS. PER SQ. FT.)	4.1
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]



MODERNBRICK



BMH  
Boone Memorial  
Hospital

# THE MASONRY SERIES

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## Get the beauty of stone for a fraction of the price.

Nichiha's Masonry Series makes grandeur attainable for every situation. Offering a distinct finish, this series of stone panels is as elegant as it is affordable.

With its subtle color and deep texture, our SandStone™ captures the look of limestone and adds a traditional design aesthetic to any commercial building. Covering approximately 9 square feet per panel, this finish goes up in a fraction of the time required by a crew of masonry contractors. Plus, with three color options, you have even more possibilities for customization — all backed by the power of fiber cement.

**SANDSTONE**



AUTUMN BROWN



DESERT BEIGE



GENTLE GRAY

**POLISHED SANDSTONE**



PARCHMENT



DUST



MISTY GRAY

**SANDSTONE SPECS**

**AWP 1818**

DIMENSIONS (ACTUAL MM)	17-7/8" H x 71-9/16" L (455MM H x 1818MM L)
THICKNESS (ACTUAL MM)	3/4" (18MM)
WEIGHT (LBS. PER PANEL)	39.68
WEIGHT (LBS. PER SQ. FT.)	4.41
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]



**NO MORTAR, NO MESS**

Prefinished panels eliminate the need for messy mortar or costly masonry-skilled labor, while still providing a textured finish and enduring design aesthetic.



SANDSTONE *Gentle Gray*



SANDSTONE *Desert Beige* | PLYMOUTHBRICK

# ESSENTIAL FLASHING

Create a clean, polished look for your building with the highest level of precision.



## COMPRESSION JOINT FLASHING (10')

Used in conjunction with Ultimate Horizontal/Vertical Starter Tracks at floor joists in buildings that require compression joints. Can be painted or powder coated to match panels.

THICKNESS	10MM
PACKAGING (LN. FT. PER TUBE)	50



## OVERHANG FLASHING (10') - JOH7288

Used at the base of overhangs, bump-outs or porte-cochères.

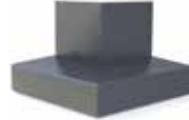
THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	40



## OVERHANG FLASHING INSIDE CORNER - JOH7288D

Used in conjunction with Overhang Flashing at inside corners.

THICKNESS	10MM
PACKAGING (PCS PER PACK)	2



## OVERHANG FLASHING OUTSIDE CORNER - JOH7288B

Used in conjunction with Overhang Flashing at outside corners.

THICKNESS	10MM
PACKAGING (PCS PER PACK)	2



## OVERHANG FLASHING CLIP - JOH7288S

Placed at seams where Overhang Flashing and corners meet.

THICKNESS	10MM
PACKAGING (PCS PER PACK)	1



## STARTER FLASHING (10') - FTD4788

Used in conjunction with the Ultimate Horizontal/Vertical Starter Tracks at the bottom of a building.

THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	50



## STARTER FLASHING OUTSIDE CORNER - FTD4788B

Used in conjunction with Starter Flashing at outside corners.

THICKNESS	10MM
PACKAGING (PCS PER PACK)	4



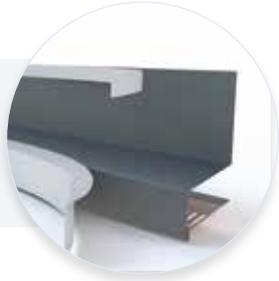
## STARTER FLASHING INSIDE CORNER - FTD4788D

Used in conjunction with Starter Flashing at inside corners.

THICKNESS	10MM
PACKAGING (PCS PER PACK)	4

NOTES: EACH COMPONENT OF ESSENTIAL FLASHING IS SOLD SEPARATELY; STARTER AND OVERHANG FLASHING IS AVAILABLE IN BLACK ONLY.

Nichiha takes accessory protection to the next level with a **removable film layer**. Once installed, simply peel off the film to reveal blemish-free fixtures.



**Our starter flashing serves a dual role** — ensuring your project is polished to perfection and operating as a bug screen to keep annoying pests away.

# INSTALLATION HARDWARE

Easily take your vision from the drawing board to reality.



## ULTIMATE CLIP II WITH JOINT TAB ATTACHMENT - JEL778\* & JEL788\*\*

Creates a hidden fastening system that all but eliminates face fastening. The joint tab helps support panel lateral stability.

THICKNESS	10MM
PACKAGING (PCS PER BOX)	30



## ULTIMATE HORIZONTAL STARTER TRACK (10') - FA700

Ensures a fast, level installation. Its patented drainage channel directs water out and away from the base of the wall.

THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	100



## ULTIMATE VERTICAL STARTER TRACK (10') - FA710T

Ensures a fast, level installation with 3030 panels. Its patented drainage channel directs water out and away from the base of the wall.

THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	100



## SINGLE FLANGE SEALANT BACKER (6.5') - FHK1015R

Used for vertical jambs at doors and windows and at inside corners of the building.

THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	65



## DOUBLE FLANGE SEALANT BACKER (10') - FH1015R

Used for vertical expansion joints. Placed at the end of each 3030 panel, and every 30' with 1818 panels and with the preformed outside corner.

THICKNESS	10MM
PACKAGING (LN. FT. PER BOX)	100



## CORRUGATED SHIM (4') - FS1005 & FS1010

Used for face fastening where required (top of building, doors, windows, etc.)

THICKNESS (FS1005)	5MM
THICKNESS (FS1010)	10MM
PACKAGING (LN. FT. PER BOX)	200



## CORNER CLIP - JE777C\* & JE787C\*\*

Corner clip for the preformed Nichiha fiber cement corners.

THICKNESS	10MM
PACKAGING (PCS PER BOX)	6



## CORNERS

Prefinished corners are used in conjunction with horizontal panel installation.

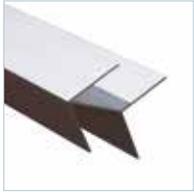
17 7/8" H x 3-1/2" [face]
1818MM H x 88.9MM [face]

\*JEL778 and JE777C are compatible with all panels except SandStone and VintageBrick.

\*\*JEL788 and JE787C are compatible with SandStone and VintageBrick only.

# METAL TRIM

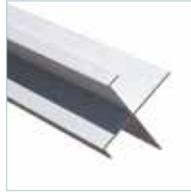
With our customized metal trim, your project practically finishes itself.



### CORNER KEY

Extrusion used at outside corners instead of a preformed corner. A vertical expansion joint is required 2' to 10' from the corner when using this corner.

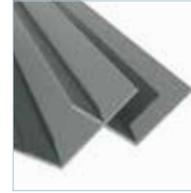
DIMENSIONS (NOM. FT. ~ ACTUAL MM)	3" x 10' (76.2MM x 3030MM)
PACKAGING (LN. FT. PER TUBE)	50



### OPEN OUTSIDE CORNER

Extrusion used at outside corners instead of a preformed corner. A vertical expansion joint is required 2' to 12' from the corner when using this corner.

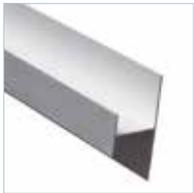
DIMENSIONS (NOM. FT. ~ ACTUAL MM)	2.96" x 10' (75MM x 3030MM)
PACKAGING (LN. FT. PER TUBE)	50



### INSIDE CORNER

Used where two Nichiha panels meets in an inside corner; alternative to Single Flange Sealant Backer with sealant.

DIMENSIONS (NOM. FT. ~ ACTUAL MM)	3.4" x 10' (86.4MM x 3030MM)
PACKAGING (LN. FT. PER TUBE)	50



### H-MOLD

Can be used at the end of 3030 panels instead of the Double Flange Sealant Backer, but not at the preformed outside corners.

DIMENSIONS (NOM. FT. ~ ACTUAL MM)	2" x 10' (50.8MM x 3030MM)
PACKAGING (LN. FT. PER TUBE)	50



### J-MOLD

Can be used instead of Single Flange Sealant Backer at vertical jambs for doors and windows, but not at the inside corners of the building.

DIMENSIONS (NOM. FT. ~ ACTUAL MM)	0.375" x 10' (9.5MM x 3030MM)
PACKAGING (LN. FT. PER TUBE)	50



### Our trim gives you options

All of our metal trim is available in four finishes: primed, clear anodized, powder coated, or custom color. For pricing and lead times, view our Price Catalog at [nichiha.com/price-catalog](http://nichiha.com/price-catalog).



For popular panels like VintageWood, we've made ordering easier by color matching all of our trim profiles to have in stock for fast delivery.



Thanks to our Color Xpressions system, Nichiha can customize trim to match any color you use on custom color panels.



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# Behind our Architectural Wall Panels is SOME SERIOUS TECHNOLOGY.

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## EASY INSTALLATION

Time-saving clip installation system that reduces construction time and minimizes mistakes.



## NO MORTAR, NO MESS

Prefinished panels eliminate the need for messy mortar or costly masonry-skilled labor.



## ANY WEATHER PRODUCT

Products can be installed year round in any climate across the country. No geographical restrictions means more possibilities.



## LOW MAINTENANCE

No-fuss products. Little ongoing cleaning or regular maintenance needed. Bring your vision to life and ensure it looks great for years to come.



## ENGINEERED FOR PERFORMANCE

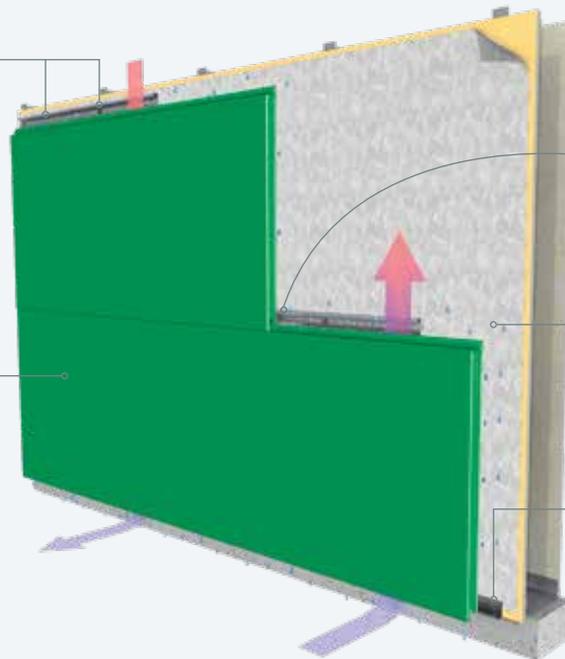
Go beyond our durable panels and discover a meticulously engineered moisture management system that provides a vertical drainage point for air and moisture to exit.

### THE ULTIMATE CLIP

creates a hidden fastening system that all but eliminates face fastening. Installation is quick and easy and never requires specialty subcontractors.

### NICHIHA ARCHITECTURAL WALL PANELS

are lightweight, easy to handle and available in a virtually endless color palette and a diverse offering of textural finishes.



### NICHIHA'S JOINT TAB ATTACHMENT

is designed to support panel lateral stability, helping vertical joints stay tightly closed. The tab fits in place easily and is fastened to the Ultimate Clip with provided screw.

### DRAINED AND BACK-VENTILATED RAINSCREEN

design allows water to escape and air to circulate, reducing the risk of mold and water damage inside the building.

### THE ULTIMATE STARTER TRACK

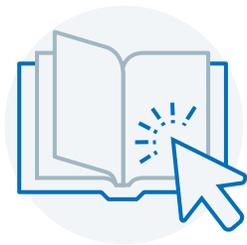
pulls double-duty. It ensures a fast, level installation, and its patented drainage channel directs water out and away from the base of the wall.

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# Never underestimate the power of REALLY GOOD TOOLS.

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Whether you are an architect, contractor, installer or builder, Nichiha ensures that you have all the information you need to make your project go as smoothly as possible. The way we see it, we are partners. Our website offers a comprehensive collection of technical information, installation videos, architectural details, in-depth specifications and everything you'll ever need to know about installing Nichiha products.



## DESIGN REVIEW GUIDE

Download our quick reference guide to get an overview on our Architectural Wall Panels.

[nichiha.com/docs/nichiha-design-review-guide.pdf](https://nichiha.com/docs/nichiha-design-review-guide.pdf)



## INSTALL DOCUMENTATION

Take an even deeper dive and download our in-depth installation guides.

[nichiha.com/resource-center/install-support](https://nichiha.com/resource-center/install-support)



## INSTALL VIDEOS

Watch our installation instructions come to life — check out our installation videos today!

[nichiha.com/resource-center/install-support](https://nichiha.com/resource-center/install-support)



## SUPPORT

Our in-house technical team is here to assist. If you have questions, comments or concerns, call or email us.

1.866.424.4421 or [technicalservices@nichiha.com](mailto:technicalservices@nichiha.com)





# THE POWER OF POSSIBILITIES

At Nichiha USA we value genuine relationships, bold ideas and a willingness to evolve into a better version of ourselves as we create better spaces for all to enjoy. Our visually stunning, high-performing building materials and incomparable service to our partners may set us apart, but we are proud to be a part of a global, vibrant building community.

Nichiha USA is a subsidiary of Nichiha Corporation. Founded in Japan in 1956, Nichiha now has over 2800 employees in 13 locations worldwide. As we continue to grow, we keep our overarching goal in mind: Building a Better Human Environment. Learn more about our global presence at: [nichiha.co.jp/global](http://nichiha.co.jp/global).

## NICHIHA WARRANTIES

- ARCHITECTURAL WALL PANELS  
15-year limited warranty\* on panels  
15-year limited warranty\* on finish
- METAL TRIM  
TAMLYN warrants defective-free products for a period of 10 years for the original purchaser. Please visit [tamlyn.com](http://tamlyn.com) for detailed information on terms, conditions and limitations.

\*See Nichiha warranties for detailed information on terms, conditions and limitations. Visit [nichiha.com](http://nichiha.com) for easy downloadable warranties or call toll-free 1.866.424.4421 for a copy.

Nichiha MSDS is available at [nichiha.com](http://nichiha.com), at your local Nichiha dealer or call Nichiha direct, toll-free 1.866.424.4421.

## CERTIFICATION & TESTING



CCRR-0299



Report  
No. EC-58



Canada CCMC  
14366-R



Report  
No. FL12875  
No. FL12812



NOA 21-0312.11



WUI 8140-2029



RR 26081



SILICA DUST WARNING: Nichiha products may contain some amounts of crystalline silica [a.k.a. sand, silicon dioxide], which is a naturally occurring mineral. The amount will vary from product to product. Inhalation of crystalline silica into the lungs and repeated exposure to silica can cause health disorders, such as silicosis, lung cancer, or death depending upon various factors. To be conservative, Nichiha recommends that whenever cutting, sawing, sanding, sniping or abrading the product, users observe Safety Instructions. For further information or questions, please consult the MSDS, your employer, or visit [osha.gov/SLTC/silicacrystalline/index.html](http://osha.gov/SLTC/silicacrystalline/index.html) and [cdc.gov/niosh/topics/silica](http://cdc.gov/niosh/topics/silica). The MSDS for Nichiha products are available at [nichiha.com](http://nichiha.com), at your local Nichiha dealer or through Nichiha directly at 1.866.424.4421. FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND OTHER INSTRUCTION MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

ARCHITECTURALBLOCK, CANYONBRICK, EMPIREBLOCK, ILLUMINATION, INDUSTRIALBLOCK, KURASTONE, PLYMOUTHBRICK, MIRAI, RIBBED, ROUGHSAWN, SANDSTONE, TUFFBLOCK, THE POWER OF POSSIBILITIES, VINTAGEBRICK and VINTAGEWOOD are trademarks of Nichiha USA, Inc.

6465 E. JOHNS CROSSING, SUITE 250, JOHNS CREEK, GA 30097 | 866.424.4421 | [NICHIHA.COM](http://NICHIHA.COM)

NOTE: Printed material may not accurately depict actual product color. Project images are for visualization only.

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SECTION 074646 FIBER CEMENT WALL PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Exterior, panelized fiber cement cladding system and accessories to complete a drained and back-ventilated rainscreen.
- B. Interior fiber cement panelized cladding system and accessories.

1.2 RELATED SECTIONS

- A. Section 054000 - Metal Framing
- B. Section 061053 – Miscellaneous Rough Carpentry
- C. Section 061600 – Sheathing
- D. Section 072100 - Thermal Insulation
- E. Section 076200 - Flashing and Sheet Metal

1.3 REFERENCES

- A. American Architectural Manufacturers Association (AAMA):
  - 1. AAMA 509-09 – Voluntary Test and Classification Method of Drained and Back Ventilated Rain Screen Wall Cladding Systems
- B. ASTM International (ASTM):
  - 1. ASTM C 518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
  - 2. ASTM C 1185 - Standard Test Methods for Sampling and Testing Non-Asbestos Fiber Cement.
  - 3. ASTM C 1186 – Standard Specification for Flat Fiber-Cement Sheets.
  - 4. ASTM E-84 - Standard Test for Surface Burning Characteristics of Building Materials.
  - 5. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
  - 6. ASTM E 228 - Standard Test Method for Linear Thermal Expansion of Solid Materials with a Vitreous Silica Dilatometer.
  - 7. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference
  - 8. ASTM G 23 - Standard Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) with and without Water for Exposure of Nonmetallic Materials, Replaced by G152 and G153.
- C. Florida Building Code - Test Protocol HVHZ
  - 1. Testing Application Standard (TAS) 201, 202, 203 – Impact Test Procedures
- D. National Fire Protection Association (NFPA):
  - 1. NFPA 285 - Fire Test Method for Exterior Wall Assemblies Containing Combustible Material. NFPA 268 – Ignition Resistance of Exterior Wall Assemblies.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Submit manufacturer's product description, storage and handling requirements, and installation instructions.
- C. Product Test Reports and Code Compliance: Documents demonstrating product compliance with local building code, such as test reports or Evaluation Reports from qualified, independent testing agencies.
- D. Manufacturer's Details: Submit drawings (.dwg, .rvt, and/or .pdf formats), including plans, sections, showing installation details that demonstrate product dimensions, edge/termination conditions/treatments, compression and control joints, corners, openings, and penetrations.
- E. Samples: Submit samples of each product type proposed for use.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
  - 1. All fiber cement panels specified in this section must be supplied by a manufacturer with a minimum of 10 years of experience in fabricating and supplying fiber cement cladding systems.
    - a. Products covered under this section are to be manufactured in an ISO 9001 certified facility.
  - 2. Provide technical and design support as needed regarding installation requirements and warranty compliance provisions.
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer trained by manufacturer or representative.
- C. Mock-Up Wall: Provide a mock-up wall as evaluation tool for product and installation workmanship.
- D. Pre-Installation Meetings: Prior to beginning installation, conduct conference to verify and discuss substrate conditions, manufacturer's installation instructions and warranty requirements, and project requirements.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Panels must be stored flat and kept dry before installation. A waterproof cover over panels and accessories should be used at all times prior to installation.
- B. If panels are exposed to water or water vapor prior to installation, allow to completely dry before installing. Failure to do so may result in panel shrinkage at ship lap joints, and such action may void warranty.
- C. Panels MUST be carried on edge. Do not carry or lift panels flat. Improper handling may cause cracking or panel damage.
- D. Direct contact between the panels and the ground should be avoided at all times. It is necessary to keep panels clean during installation process.

## 1.7 WARRANTY

- A. Provide manufacturer's 50-year warranty against manufactured defects in fiber cement panels.
- B. Provide manufacturer's 15-year warranty against manufactured defects in panel finish.
- C. Warranty provides for the original purchaser. See warranty for detailed information on terms, conditions and limitations.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Nichiha Corporation, 18-19 Nishiki 2-chome Naka-ku, Nagoya, Aichi 460-8610, Japan.
- B. Acceptable Manufacturer's Representative: Nichiha USA, Inc., 6465 E. Johns Crossing, Suite 250, Johns Creek, GA 30097. Toll free: 1.866.424.4421, Office: 770.805.9466, Fax: 770.805.9467, [www.nichiha.com](http://www.nichiha.com).

- 1. Basis of Design Product: **Nichiha Illumination Series**
  - a. Profile colors: **See drawings.**
  - b. Profiles: Wood plank texture with three, 3/8" grooves running lengthwise, spaced 5-5/8" apart.
  - c. Accessory/Component Options:
    - i. Manufactured Corners with 3-1/2" returns for each profile color.

ii. Aluminum trim to be painted per finish schedule: Outside corners (Corner Key), vertical expansion joints (H-Mold), terminations (J-Mold)

iii. Essential Flashing System: Starter, Compression Joint, Overhang.

- d. Dimensions - AWP-1818: 455mm (17-7/8") (h) x 1,818 mm (71-9/16") (l).
- e. Panel Thickness: 16 mm (5/8").
- f. Weight: 35.27 lbs. per panel.
- g. Coverage: 8.8 sq. ft. per panel.
- h. Factory sealed on six [6] sides.

C. Substitutions: Not permitted.

D. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

## 2.2 MATERIALS

- A. Fiber cement panels manufactured from a pressed, stamped, and autoclaved mix of Portland cement, fly ash, silica, recycled rejects, and wood fiber bundles.
- B. Panel surface pre-finished and machine applied.
- C. Panels profiled along all four edges, such that both horizontal and vertical joints between the installed panels are ship-lapped.
- D. Factory-applied sealant gasket added to top and right panel edges; all joints contain a factory sealant.

## 2.3 PERFORMANCE REQUIREMENTS:

- A. Fiber Cement Cladding – Must comply with ASTM C-1186, Type A, Grade II requirements:
  - 1. Wet Flexural Strength, lower limit: 1015 psi.
  - 2. Water Tightness: No water droplets observed on any specimen.
  - 3. Freeze-thaw: No damage or defects observed.
  - 4. Warm Water: No evidence of cracking, delamination, swelling, or other defects observed.
  - 5. Heat-Rain: No crazing, cracking, or other deleterious effects, surface or joint changes observed in any specimen.
- B. Mean Coefficient of Linear Thermal Expansion (ASTM E-228): Max  $1.0 \times 10^{-5}$  in./in. F.
- C. Surface Burning (CAN-ULC S102/ASTM E-84): Flame Spread: 0, Smoke Developed: 5.
- D. Wind Load (ASTM E-330): Contact manufacturer for ultimate test pressure data corresponding to framing type, dimensions, fastener type, and attachment clips. Project engineer(s) must determine Zone 4 and 5 design pressures based on project specifics.
  - 1. Minimum lateral deflection: L/120.
- E. Water Penetration (ASTM E-331): No water leakage observed into wall cavity
- F. Weather Resistant (ASTM G-23): No cracking, checking, crazing, erosion, or other detrimental effects observed.
- G. Steady-State Heat Flux and Thermal Transmission Properties Test (ASTM C-518): thermal resistance R Value of 1.23.
- H. Fire Resistant (ASTM E-119): The wall assembly must successfully endure 60-minute fire exposure without developing excessive unexposed surface temperature or allowing flaming on the unexposed side of the assembly.
- I. Ignition Resistance (NFPA 268): No sustained flaming of panels, assembly when subjected to a minimum radiant heat flux of  $12.5 \text{ kW/m}^2 \pm 5\%$  in the presence of a pilot ignition source for a 20-minute period.
- J. Fire Propagation (NFPA 285): Wall assembly of Nichiha AWP, Ultimate Clips and Starter Track, Tyvek Commercial Wrap, 1/2" Densglass Gold Sheathing, 16" o.c. 18 gauge steel studs, mineral wool in-cavity insulation, and interior 5/8" Type X gypsum met the acceptance criteria of NFPA 285.
- K. Fire Propagation (CAN/ULC S-134): Wall assembly of Nichiha AWP, Ultimate Clips and Starter Track, Tyvek Housewrap, 5/8" FRT plywood, 16" o.c. 2x wood studs, fiberglass in-cavity insulation, and interior 5/8" Type X gypsum met the acceptance criteria of CAN/ULC S-134.
- L. Drained and Back Ventilated Rainscreen (AAMA 509-09): System must pass all component tests.

M. Florida Building Code - Test Protocol HVHZ (TAS 201, 202, 203): Passed.

## 2.4 INSTALLATION COMPONENTS

- A. Ultimate Clip System:
1. Starter Track:
    - a. Horizontal Panel Installations - FA 700 – 3,030mm (l) galvalume.
    - b. Vertical Panel Installations (AWP-3030 only) – FA 710T – 3,030mm (l) galvalume.
  2. Panel Clips: JEL 777 “Ultimate Clip” (10mm rainscreen for 16mm AWP) – Zinc-Aluminum-Magnesium alloy coated steel.
    - a. Joint Tab Attachments (included) – used at all AWP-1818 panel to panel vertical joints – NOT used with AWP-3030 installations.
  3. Single Flange Sealant Backer – FHK 1017 (10mm) – 6.5’ (l) fluorine coated galvalume.
  4. Double Flange Sealant Backer – FH 1020 (10mm) – 10’ (l) fluorine coated galvalume.
  5. Corrugated Spacer – FS 1005 (5mm), FS 1010 (10mm) – 4’ (l).
  6. Finish Clip (optional) – JE310 (5mm)
- B. Aluminum Trim: Prefinished as specified in finish schedule.
- C. Essential Flashing System (prefinished as specified on finish schedule):
1. Starter – main segments (3,030mm), inside corners, outside corners
  2. Compression Joint – main segments (3,030mm)
  3. Overhang – main segments (3,030mm), inside corners, outside corners, joint clips
- D. Fasteners: Corrosion resistant fasteners, such as hot-dipped galvanized screws appropriate to local building codes and practices must be used. Use Stainless Steel fasteners in high humidity and high-moisture regions. Panel manufacturer is not liable for corrosion resistance of fasteners. Do not use aluminum fasteners, staples or fasteners that are not rated or designed for intended use. See manufacturer’s instructions for appropriate fasteners for construction method used.
- E. Flashing: Flash all areas specified in manufacturer’s instructions. Do not use raw aluminum flashing. Flashing must be galvanized, anodized, or PVC coated.
- F. Sealant: Sealant shall comply with ASTM C920.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verification of Conditions:
1. Fiber cement panels can be installed over braced wood, steel studs and sheathing including plywood, OSB, plastic foam or fiberboard sheathing. Fiber cement panels can also be installed over Structural Insulated Panels (SIP’s), Concrete Masonry Units (CMU’s) and Concrete Block Structures (CBS’s) with furring strips, and Pre-Engineered Metal Construction. Insulated Concrete Forms (ICFs) are NOT an approved substrate under any condition.
  2. Allowable stud spacing: 16” o.c. maximum.
  3. A weather resistive barrier is required when installing fiber cement panels. Use an approved weather resistive barrier (WRB) as defined by the 2015 IBC or IRC. Refer to local building codes.
  4. Appropriate metal flashing should be used to prevent moisture penetration around all doors, windows, wall bottoms, material transitions and penetrations. Refer to local building codes for best practices.
- B. Examine site to ensure substrate conditions are within specification for proper installation.
- C. Do not begin installation until unacceptable conditions have been corrected.
- D. Do not install panels or components that appear to be damaged or defective. Do not install wet panels.

### 3.2 INSTALLATION

- A. General: Install products in accordance with the latest installation guidelines of the manufacturer and all applicable building codes and other laws, rules, regulations and ordinances. Review all manufacturer installation, maintenance instructions, and other applicable documents before installation.
1. Consult with your local dealer or Nichiha Technical Department before installing any Nichiha fiber cement product on a building higher than 45 feet or three stories or for conditions not matching prescribed standard installation guide requirements and methods. Special installation conditions may be required via a Technical Review and Special Applications Form (SAF) process.
  2. *Vertical Control/Expansion Joints* are required within 2-10 feet of outside corners finished with metal trim *and* approximately every 30 feet thereafter.
  3. *Horizontal/Compression Joints* are required for multi-story installations of AWP. Locate joints at floor lines. Joints are flashed minimum ½" breaks. Do not caulk. Refer to installation guide(s).
    - a. Wood framed buildings of three or more floors require a compression joint at each floor.
    - b. Steel framed buildings (including reinforced concrete core with LGMF exterior walls) of more than three floors (or 45 feet) require a compression joint every 25 feet at a floor line.
  4. Fastening to 1/2" CDX Plywood:
    - o 5 Fasteners per clip @ 6" o.c.
    - o #8 or #10 full thread wood screw, 1" long
    - o Fasten starter track @ 12" o.c.
    - o #8 or #10 full thread wood screw, 1" long
- B. Panel Cutting
1. Always cut fiber cement panels outside or in a well ventilated area. Do not cut the products in an enclosed area.
  2. Always wear safety glasses and NIOSH/OSHA approved respirator whenever cutting, drilling, sawing, sanding or abrading the products. Refer to manufacturer SDS for more information.
  3. Use a dust-reducing circular saw with a diamond-tipped or carbide-tipped blade.
    - a. Recommended circular saw: Makita 7-1/4" Circular Saw with Dust Collector (#5057KB).
    - b. Recommended blade: Tenryu Board-Pro Plus PCD Blade (#BP-18505).
  - c. Shears (electric or pneumatic) or jig saw can be used for complicated cuttings, such as service openings, curves, radii and scrollwork.
  4. Silica Dust Warning: Fiber cement products may contain some amounts of crystalline silica, a naturally occurring, potentially hazardous mineral when airborne in dust form. Consult product SDS or visit <https://www.osha.gov/dsg/topics/silicacrystalline/>.

### 3.3 CLEANING AND MAINTENANCE

- A. Review manufacturer guidelines for detailed care instructions.

ALDI Retail Facility

END OF SECTION 074646

## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Doors.
  - 2. Storefront framing.
  - 3. Glazed entrances.
  - 4. Silvered flat laminated glass mirrors for observation mirror used in office window opening.

#### 1.2 SUBMITTALS

- A. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- B. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings. Provide specifications for each type of glass showing compliance to Quality Assurance, Warranty, Color, Strength, Thermal and Optical Performance.

#### 1.3 QUALITY ASSURANCE

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Safety Glazing Products: For laminated mirrors, provide products complying with testing requirements in 16 CFR 1201 for Category II materials.
- D. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

#### 1.4 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

- C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GLASS PRODUCTS, GENERAL

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.
- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
  - 2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  - 3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

### 2.2 GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
- C. Ceramic frit-coated Spandrel Glass: ASTM C 1048, Condition B, Type I, Quality-Q3, and complying with other requirements specified.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Oldcastle Building Envelope: Ceramic Frit Spandrel (Basis-of-Design Product).
    - b. AFG Industries, Inc.
    - c. Guardian Industries Corp.
    - d. Pilkington North America: Pilkington Spandrel Glass.
    - e. Approved Equal.
  - 2. Glass: Clear float.
  - 3. Glass tint Color: none.
  - 4. Ceramic frit color: Oldcastle "Charcoal".

### 2.3 LAMINATED GLASS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFG Industries, Inc.
  - 2. Guardian Industries Corp.
  - 3. Pilkington North America
  - 4. PPG Industries, Inc.
  - 5. Approved Equal.
- B. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  - 1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written recommendations.

2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
3. Interlayer Color: Clear unless otherwise indicated.

C. Laminated Mirrors: Office window Glazing; ASTM C 1172, Kind LM; Pilkington Mirror pane transparent mirror.

## 2.4 INSULATING GLASS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFG Industries, Inc.
2. Guardian Industries Corp.
3. Pilkington North America
4. PPG Industries, Inc.
5. Approved Equal.

B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual seal.
2. Spacer: Manufacturer's standard spacer material and construction.

## 2.5 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

1. EPDM complying with ASTM C 864.
2. Silicone complying with ASTM C 1115.
3. Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

## 2.6 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Owner from manufacturer's full range.

B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 50, Use NT.

1. Applications: Provide @ exterior.

C. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Applications: Provide @ interior.

## 2.7 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.8 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.9 MONOLITHIC-GLASS TYPES

- A. Glass Type **GL-1**: Clear fully tempered float glass; @ interior automatic Doors, Interior Vestibules and cart enclosure when required.
1. Thickness: 6.0 mm.
  2. Provide safety glazing labeling.
- B. Glass Type **GL-S**: Spandrel glass with ceramic frit, fully tempered float glass.
1. Thickness: 6.0 mm.
  2. Coating Location: Second surface.
  3. Fallout Resistance: Passes fallout-resistance test in ASTM C 1048 for an assembly of glass and adhered reinforcing material.
  4. Ceramic frit color: Oldcastle "Charcoal".
  5. Winter Nighttime U-Factor: N/A (installed in front of insulated opaque wall).
  6. Summer Daytime U-Factor: N/A (installed in front of insulated opaque wall).
  7. Solar Heat Gain Coefficient: N/A (installed in front of insulated opaque wall).
- C. Glass Type **GL-M**: Laminated Mirror Glass; where indicated
1. Basis of Design Product: Pilkington Mirropane transparent.
  2. Overall Unit Thickness: 1/4" (6.0 mm.).

## 2.10 INSULATING-GLASS TYPES

- A. Glass Type **GL-2 (for Climate zones 1, 2 & 3)**: Low-e-coated, **tinted** insulating glass.
1. Overall Unit Thickness: 1 inch.
  2. Thickness of Each Glass Lite: 6.0 mm.
  3. Outdoor Lite: Fully tempered tinted float glass; Guardian CrystalGray SNX 62/27 Low-E. **(CLEAR AT Vertical Message Tower)**
  4. Low-E Coating: Sputter-coating (vacuum deposition process) on second surface.
  5. Interspace Content: Air.
  6. Indoor Lite: Fully tempered float glass.
  7. Visible Light Transmittance: 48 percent minimum.
  8. Winter Nighttime U-Factor: 0.238 maximum.
  9. Summer Daytime U-Factor: 0.209 maximum.
  10. Solar Heat Gain Coefficient: .21 maximum.
  11. Provide safety glazing labeling.

- B. Glass Type **GL-2 (for Climate zones 4, 5 & 6)**: Low-e-coated, **clear** insulating glass.
  - 1. Overall Unit Thickness: 1 inch.
  - 2. Thickness of Each Glass Lite: 6.0 mm.
  - 3. Outdoor Lite: Fully tempered float glass; Guardian Sunguard SN 68 Low-E. **(CLEAR AT Vertical Message Tower)**
  - 4. Low-E Coating: Sputter-coating (vacuum deposition process) on second surface.
  - 5. Interspace Content: Air.
  - 6. Indoor Lite: Fully tempered float glass.
  - 7. Visible Light Transmittance: 68 percent minimum.
  - 8. Winter Nighttime U-Factor: 0.29 maximum.
  - 9. Summer Daytime U-Factor: 0.29 maximum.
  - 10. Solar Heat Gain Coefficient: .38 maximum.
  - 11. Provide safety glazing labeling.

### PART 3 - EXECUTION

#### 3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

#### 3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.5 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 088000



f p

## 280-284 SMOOTH

Type	Face
Color	Cream
Texture	Smooth
Plant	Plant 6
Manufacturing Method	Extruded

Sizes

Specs

---

<b>Standards / Value</b>	FACE BRICK C216	FBX
	THIN BRICK C1088	TBX
	THIN BRICK PCI	Length and Height

---

**Size**

---

**Avg. Comp. (PSI)** 18,780

---

**Avg. 24 Hr. Cold Water Absor.** 1.90

---

**Avg. 5 Hr. Boil Absor.** 2.30

---

**Avg. Saturation Coeff.** 0.86

---

**Avg. Initial Rate Absor.** 2.00

---

**Test Report** [!\[\]\(95392642712b68e046e0e4f18ba56e8c\_img.jpg\) Download](#)

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**Size** Thin

---

**Avg. 24 Hr. Cold Water Absor.** 1.90

---

**Avg. 5 Hr. Boil Absor.** 2.30

---

**Avg. Saturation Coeff.** 0.86

---

**Test Report** [!\[\]\(9436e1b0ab8afabcc1bf812aafe95e82\_img.jpg\) Download](#)

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**Cleaning Recommendation** Belden Brick recommends using **Vanatrol®** to clean this product. Alternatively, **EaCo Chem NMD 80®** can be used to clean any of our

brick.

# LOOKING WHERE TO BUY BRICK?

Find Your Local Distributor



## 8532 VELOUR

Type	Face
Color	Gray
Texture	Velour
Plant	Plant 8
Manufacturing Method	Extruded

Sizes

Specs

Sizes	Width	Height	Length
<b>Modular</b>	3 5/8"   92mm	2 1/4"   57mm	7 5/8"   194mm
<b>Norman</b>	3 5/8"   92mm	2 1/4"   57mm	11 5/8"   295mm
<b>Ambassador</b>	3 5/8"   92mm	2 1/4"   57mm	15 5/8"   397mm
<b>Economo Modular</b>	3 5/8"   92mm	3 5/8"   92mm	7 5/8"   194mm
<b>Utility</b>	3 5/8"   92mm	3 5/8"   92mm	11 5/8"   295mm
<b>Monarch</b>	3 5/8"   92mm	3 5/8"   92mm	15 5/8"   397mm
<b>Modular 5/8 Flat Back</b>	5/8"   16mm	2 1/4"   57mm	7 5/8"   194mm
<b>Economo Modular 5/8 Flat Back</b>	5/8"   16mm	3 5/8"   92mm	7 5/8"   194mm
<b>Norman 5/8 Flat Back</b>	5/8"   16mm	2 1/4"   57mm	11 5/8"   295mm
<b>Utility 5/8 Flat Back</b>	5/8"   16mm	3 5/8"   92mm	11 5/8"   295mm
<b>Modular 3/4 Back Surface Texture</b>	3/4"   19mm	2 1/4"   57mm	7 5/8"   194mm
<b>Economo Modular 3/4 Back Surface Texture</b>	3/4"   19mm	3 5/8"   92mm	7 5/8"   194mm
<b>Norman 3/4 Back Surface Texture</b>	3/4"   19mm	2 1/4"   57mm	11 5/8"   295mm
<b>Utility 3/4 Back Surface Texture</b>	3/4"   19mm	3 5/8"   92mm	11 5/8"   295mm

LOOKING WHERE TO BUY BRICK?

Find Your Local Distributor



# BRICK DIMENSIONS GUIDE

Let your imagination run wild! Despite their simplicity, you're not limited to a standard-sized brick. The Belden Brick Company manufactures brick in a wide selection of sizes and shapes, ensuring you'll find the perfect option to bring exemplary character into your project. Use our dimensions guide below for selecting your desired size [face brick](#) and [structural brick](#). For help in estimating the savings that you can attain by using our oversized brick on your next project, be sure to use our [Oversized Brick Cost Calculator](#).

Note that some of our naming conventions differ from industry standards on some brick sizes. We use the term Jumbo rather than Engineer, Jumbo Norman for Norwegian, Economo for Closure, and Monarch in place of Meridian.

[Contact us](#) for questions about our inventory or to talk more about your project.

**Click on any brick size below to view The Belden Brick Company products available in that size.**

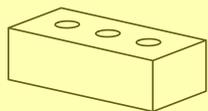
## Face Brick Sizes

GRAY BRICK

Brick Size

Size (in)  
(W x H x L)

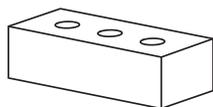
Units  
(3/8"



Modular

3-5/8 x 2-1/4 x 7-5/8

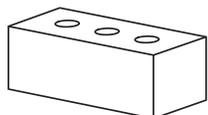
6.86



Standard

3-5/8 x 2-1/4 x 8

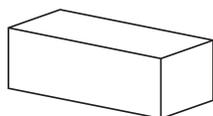
6.55



Jumbo Modular

3-5/8 x 2-3/4 x 7-5/8

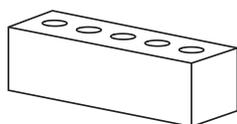
5.76



Jumbo Standard Molded

3-5/8 x 2-5/8 x 8

5.73

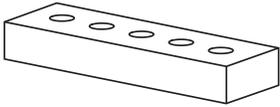


Queen

3-1/8 x 2-3/4 x 9-5/8

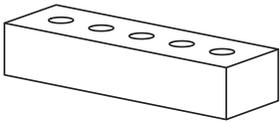
4.01

Brick Size	Size (in) (W x H x L)	Units (3/8"
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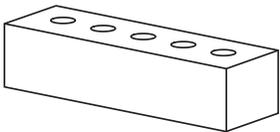
Roman

3-5/8 x 1-5/8 x 11-5/8 6.00



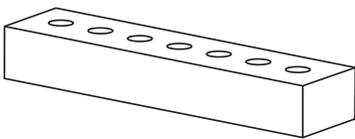
Norman

3-5/8 x 2-1/4 x 11-5/8 4.57



Jumbo Norman

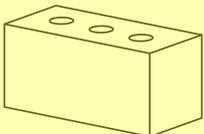
3-5/8 x 2-3/4 x 11-5/8 3.84



Ambassador

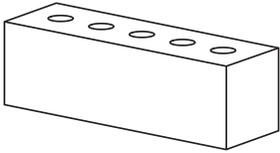
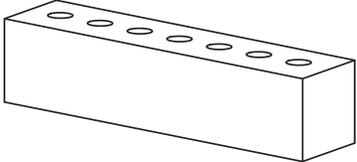
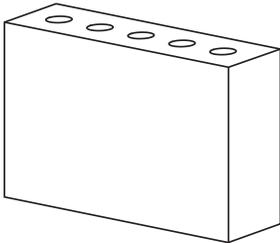
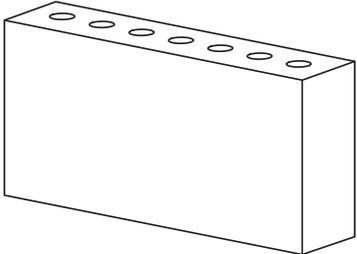
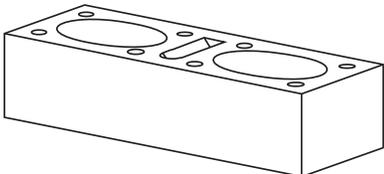
CREAM BRICK

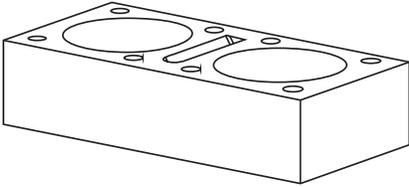
3-5/8 x 2-1/4 x 15-5/8 3.43



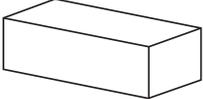
Modular Economo

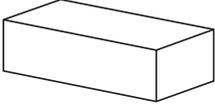
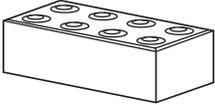
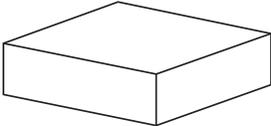
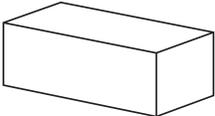
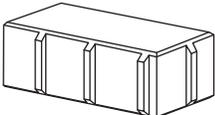
3-5/8 x 3-5/8 x 7-5/8 4.50

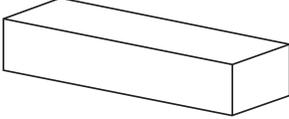
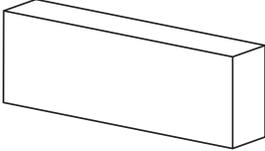
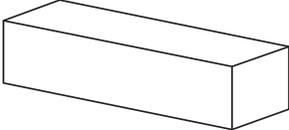
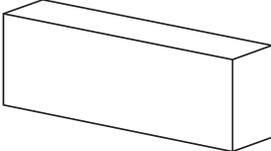
Brick Size	Size (in) (W x H x L)	Units (3/8")
	Utility	3-5/8 x 3-5/8 x 11-5/8 3.00
	Monarch	3-5/8 x 3-5/8 x 15-5/8 2.25
	Double Utility	3-5/8 x 7-5/8 x 11-5/8 1.50
	Double Monarch	3-5/8 x 7-5/8 x 15-5/8 1.13
	6" Thru-Wall Monarch	5-5/8 x 3-5/8 x 15-5/8 2.25

Brick Size	Size (in) (W x H x L)	Units (3/8")
	8" Thru-Wall Monarch	7-5/8 x 3-5/8 x 15-5/8 2.25

## Paver Sizes

Paver Size	Size (in) (W x H x L)	Units
	Split Paver	3-5/8 x 1-1/8 x 7-5/8 5.21
	Modular Paver	3-5/8 x 2-1/4 x 7-5/8 5.21

Brick Size	Size (in) (W x H x L)	Units (3/8")	
	Standard Paver	4 x 2-1/4 x 8	4.50
	Standard ADA Domed Paver	4 x 2-1/4 x 8	4.50
	Standard 8 x 8 Paver	8 x 2-1/4 x 8	2.25
	Jumbo Paver	4 x 2-3/4 x 8	4.50
	Jumbo Permeable Paver	4 x 2-3/4 x 8	4.50

Brick Size	Size (in) (W x H x L)	Units (3/8")	
	Standard Plank Paver, Flat Set	4 x 2-1/4 x 12	3.00
	Standard Plank Paver, Edge Set	2-1/4- x 4- x 12	5.33
	Jumbo Plank Paver, Flat Set	4 x 2-3/4 x 12	3.00
	Jumbo Plank Paver, Edge Set	2-3/4- x 4- x 12	4.36

# HAVE QUESTIONS ABOUT BRICK DIMENSIONS?

We'd love to share

[Contact Us](#)

SECTION 042001 - UNIT MASONRY -CLAY BRICK –All Projects (Not all products listed apply to all projects. See Exterior Finish Schedule.)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Clay Brick.

B. Related Sections:

1. Division 05 Section "Metal Fabrications" for furnishing steel lintels for unit masonry.
2. Division 07 Section "Sheet Metal Flashing and Trim" for furnishing manufactured reglets installed in masonry joints.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type and color of exposed masonry unit and colored mortar.

C. Material Certificates: For each type and size of product indicated.

D. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.3 QUALITY ASSURANCE

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 unless modified by requirements in the Contract Documents.

B. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements in Division 01 Section "Quality Requirements" for mockups.

1. Build sample panels for typical exterior wall in sizes approximately 48 inches by 48 inches high by full thickness.

C. Pre-installation Conference: Conduct conference at Project site.

1. The Aldi Construction Representative shall schedule a Masonry Pre-Construction Conference at the jobsite a minimum of 7 days prior to the start of masonry work at the site.
2. All required contractor submittals shall be completed and approved prior to the conference.
3. A responsible representative of each of the following firms shall be in attendance: Aldi Project representative, General Contractor, Mason Contractor and Clay Masonry Unit Supplier.
4. The minimum agenda shall include the following:
  - a. Review and critique the completed Sample panel(s) under diffused light.
  - b. Demonstrate cleaning procedures on the sample panel per Section 3.11.B.
  - c. Set schedule for pre-cleaning meeting and cleaning after installation.
  - d. Location of Movement (Control) Joints.
  - e. Use of compatible water repellent admixtures for mortar.
  - f. Availability of clean and potable water for project.
  - g. Installation of flashing details.
  - h. Open issues and concerns.
  - i. Cold/Hot weather procedures.

- j. Protecting masonry during constructing, including covering walls.
5. The Clay Masonry Unit Supplier representative will complete a written report for the Pre-Installation conference which will include a checklist of the topics covered, photographs of the sample panel demonstrating cleaning results, and note any open issues or concerns.

D.

#### 1.4 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- C. Protection of masonry: During construction, protect staged materials and tops of walls to prevent water saturation.

### PART 2 - PRODUCTS

#### 2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

#### 2.2 CLAY BRICK

- A. General: Provide shapes indicated and as follows:
  1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
  2. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Face Brick: Facing brick complying with ASTM C 216.
  1. Products: Provide the following – **See Exterior Finish Schedule and verify manufacturer specification with owner prior to placing order:**
    - a. Belden Brick
      - 1) Modular –See Exterior Finish Schedule for brick and mortar colors.
      - 2) Economy Modular – See Exterior Finish Schedule for brick and mortar colors
    2. Grade: SW.
    3. Type: FBS.
    4. Texture: See Exterior Finish Schedule
    5. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
    6. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
    7. Size:
      - a. Modular (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.
      - b. Economy Modular (Actual Dimensions): 3-5/8 inches wide by 3-5/8 inches high by 7-5/8 inches long.

#### 2.3 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  1. Do not use calcium chloride in mortar or grout.
  2. Use portland cement-lime mortar unless otherwise indicated.

3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
  4. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
1. For masonry below grade or in contact with earth, use Type S.
  2. For reinforced masonry, use Type S.
  3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls, and for other applications where another type is not indicated, use Type N.
- C. Grout for Unit Masonry: Comply with ASTM C 476.
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 7 in TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
  2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
  3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

## 2.4 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
  2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
  3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.
1. Wire: Fabricate from 1/4-inch-diameter, hot-dip galvanized steel wire.
- D. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized steel wire.
  2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.25-inch-diameter, hot-dip galvanized steel wire.
- E. Adjustable Masonry-Veneer Anchors:
1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
    - a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
  2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section for buildings with continuous rigid insulation.
    - a. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Heckmann Building Products Inc.; Pos-I-Tie w/ Triangle Wire Tie (Use seismic tie where applicable). Use #610 Thermal-Grip washers at continuous insulation.)

- 2) Hohmann & Barnard, Inc.; X-Seal Anchor. (Use equal to #610 Thermal-Grip washers at continuous insulation.)
  - 3) Wire-Bond; 1004, Type III X or RJ-711. (Use equal to #610 Thermal-Grip washers at continuous insulation.)
- b. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and bottom, having slotted holes for inserting wire tie.
  - c. Fabricate sheet metal anchor sections and other sheet metal parts from 0.075-inch-thick, steel sheet, galvanized after fabrication.
  - d. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25-inch-diameter, hot-dip galvanized steel wire.
- F. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.

## 2.5 EMBEDDED FLASHING MATERIALS

- A. Flexible Flashing: Use one of the following unless otherwise indicated:
1. Elvaloy KEE Thermoplastic flexible membrane: Self-adhering 40 mil thick (25 mil Elvaloy sheet bonded to 15 mil rubberized asphalt with release paper. Use only where flashing is fully concealed in masonry).
    - a. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Flex Flash - as manufactured by Hohmann & Barnard, Inc..
      - 2) Hyload Surface Adhered with Drip Membrane – as manufactured by Hyload, Inc.
    - b. Include approved primer, termination bar, pre-formed corners and compatible sealants.
- B. Adhesives, Primers, and Sealants for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

## 2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene, urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Vent Products: Use the following unless otherwise indicated:
1. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch less than depth of outer wythe; in color selected from manufacturer's standard.
    - a. Products: Subject to compliance with requirements, provide the following:
      - 1) Mortar Net USA, Ltd.; Mortar Net Weep Vents.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
1. Products: Subject to compliance with requirements, provide the following:
    - a. Archovations, Inc.; CavClear Masonry Mat.

- b. Mortar Net USA, Ltd.; Mortar Net.
2. Provide one of the following configurations:
    - a. Strips, full-depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep.

## 2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - Sure Klean Vana Trol Sensitive Brick & Stone Cleaner or NMD detergent based solution.
    - Or equal by:
      - a. Diedrich Technologies, Inc.
      - b. EaCo Chem, Inc.
      - c. ProSoCo, Inc.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

### 3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
  1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
  2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
  3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
  1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
  2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
  3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
  4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
  5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
- C. Joints:
  1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch with the exception of the bed joint below the starting course of masonry where

the tolerance may be adjusted to allow for unevenness of the foundation as allowed by TMS 602/ACI 530.1/ASCE 6, Article 3.3 B.1.

2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

### 3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

### 3.4 MORTAR BEDDING AND JOINTING

- A. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Tool exposed joints flush when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

### 3.5 MASONRY MOVEMENT JOINTS

- A. Space movement joints as shown in the drawings, and in accordance with NCMA TEK 10-2d if clay masonry units are used.

### 3.6 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
  1. Provide an open space not less than 1 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

### 3.7 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing with masonry-veneer anchors to comply with the following requirements:
  1. Fasten screw-attached anchors through sheathing to wall framing with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
  2. Embed tie sections, connector sections and continuous wire in masonry joints. Provide not less than 1 inch of air space between back of masonry veneer and face of sheathing.
  3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
  4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 16 inches o.c. horizontally with not less than 1 anchor for each 2.67 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

### 3.8 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
  - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  - 2. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
  - 3. At openings, install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
  - 4. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
- C. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
  - 1. Use specified weep/vent products to form weep holes.
  - 2. Space weep holes 24 inches o.c. unless otherwise indicated.
  - 3. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.
- D. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

### 3.9 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

### 3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner may engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Level 2 special inspections according to the "International Building Code."
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- D. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- E. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

3.11 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. **NO PRESSURE WASHING ALLOWED.**
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
  - 3. Protect surfaces and light fixtures from contact with cleaner.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
  - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions, testing cleaning methods first for proper dilution rate. Clean clay masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
  - 7. Any effluent or excess runoff must be treated and released in accordance with all federal state and local requirements.

3.12 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042001

## POLYCARBONATE Sheet Products

TECH BRIEF: 5002

### A-A-59502 Specification for Plastic Sheet, Polycarbonate Commercial Item Description (CID)

This commercial item description (CID) covers four types of polycarbonate sheet ranging in length from 3 feet to 12 feet, width from 2 feet to 8 feet, and thickness from 0.010 inch to 1.000 inch. Intended applications include architectural glazing, windows, food and medical handling, aircraft interiors, lighting fixtures, skylights, windscreens, passive solar collectors, conveyor covers, signs, and bus shelters.

This specification supersedes military specification MIL-P-46144C.

#### Compliant Palram Polycarbonate Products

Classification	Palram Polycarbonate Products
<b>TYPE I - STANDARD SHEET</b>	
• Class 1 - Ultraviolet (UV) Stabilized	PALSUN®, PALSUN® CS, PALSUN® SG
• Class 2 - Non-UV Stabilized	PALSUN® Basic
<b>TYPE II - FLAME RESISTANT</b>	
• Class 1 - Ultraviolet (UV) Stabilized	PALSUN® FR
• Class 2 - Non-UV Stabilized	PALSUN® Basic FR
<b>TYPE III - MAR RESISTANT, UV STABILIZED</b>	
• Class 1 - Ultraviolet (UV) Stabilized	
Grade A - High Abrasion	PALGARD®, PALGARD® TG
Grade B - Medium Abrasion	N/A
<b>TYPE IV - COATED SHEET WITH UV RESISTANCE</b>	
• Class 1 - Monolithic	
Grade A - Corrugated or Ribbed	SUNTUF®, SUNSKY®, DYNAGLAS®, SUNGLAZE®
• Class 2 - Profiled / Structured	
Grade B - Double walled	SUNLITE®, ThermaGlas™, SUNPAL®

#### Palram Americas, Inc.

ISO 9001:2000 | ISO 14001-2004 Certified

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# Product Safety Data Sheet (PSDS)

## for Palram Polycarbonate

Update: June 2020

[Page 1 of 7]

**This document covers safety data concerning the following products:**

DYNAGLAS®  
 PALGARD™  
 PALGARD™ 3X  
 PALGARD™ TG  
 PALSUN® BASIC SERIES  
 PALSUN® SPECIALTY SHEET SERIES  
 PALSUN® UV SERIES  
 PALSUN CS®  
 PALTILE™  
 SUNGLAZE™  
 SUNLITE®  
 SUNLITE® PLUS  
 SUNOPAK™  
 SUNPAL®  
 SUNSCAPE®  
 SUNSKY®  
 SUNTOP®  
 SUNTUF®  
 SUNTUF® PLUS  
 THERMAGLAS™  
 THERMAGLAS™ OPAQUE

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**Compliance with EU Regulation 1907/2006 (REACH)**

The sheets manufactured by Palram are exempted from the requirement of the REACH regulation to provide customers with a Safety Data Sheet (EU No. 1907/2006, article 31) since they are defined as "articles." The information herein is provided by Palram as courtesy to its customers and a part of its service efforts. The sheets do not contain any substances on the candidate list for inclusion in Annex XIV of REACH above the threshold level of 0.1% by weight of the article.

**1. Identification of the article and the company**

**1.1. Identification of the article**

Trade Names : PALTUF®, PALSUN®, PALSUN® FR, PALGARD™, SUNTUF®, SunSky®, SUNOPAK™, DYNAGLAS®, SUNLITE®, Thermaglas®, SUNPAL®, SUNGLAZE™, PALTILE™, SUNTOP® & SUNSCAPE®  
 Product Name : Solid and Foamed Polycarbonate sheets  
 Product Name : Polycarbonate Homopolymer  
 CAS Number : 25307-45-0  
 UN Number : None  
 ACX Number : X1017917-2  
 RTECS : Not listed  
 Material Synonyms : PC  
 NFPA Ratings : Health=0, Fire=1, Reactivity=0

**1.2. Company Identification & Contact**

Israel - Palram PVC	UK - Palram Polycarb	Americas - Palram 2000
Address: Ramat Yohanan, 30035, ISRAEL Tel: +972 4 8459 900 Fax: +972 4 8444 012	Address: Unit 2, Doncaster Carr Industrial Estate, White Rose Way Doncaster DN4 5JH, UK Tel: +44 1302 380738 Fax: +44 1302 380739	Address: 9735 Commerce Circle Kutztown, PA 19530, USA Tel: +610.285.9918 Fax: +610.285.9928

**Local: Call your nearest poison control center.**

**2. Composition / Information of Ingredients**

**Main polymer: Polycarbonate – approximately 100 wt%.**

Pigments and additives used to enhance specific properties are encapsulated in the polymer resin matter.

**No cadmium, or other heavy metals based pigments or stabilizers used. This product does not contain reportable hazardous ingredients as defined by OSHA Hazard Communication Standard.**

**3. Hazards identification**

No particular hazards known.

**3.1. Health Hazard Data**

**3.1.1 Effects of a Single Overexposure**

Swallowing : non-relevant  
 Skin absorption : non-relevant  
 Inhalation : non-relevant  
 Skin contact : exposure is not expected to cause adverse health effects  
 Eye contact : non-relevant

**3.1.2 Effects Of A Repeated Overexposure -** None currently known

**3.1.3 Medical Conditions Aggravated By Overexposure -** None currently known

**3.1.4 Other Effects of Overexposure -** None currently known





# Product Safety Data Sheet (PSDS) for Palram Polycarbonate

Update: June 2020

[Page 2 of 7]

**This document covers safety data concerning the following**

**products:**

DYNAGLAS®

PALGARD™

PALGARD™ 3X

PALGARD™ TG

PALSUN® BASIC SERIES

PALSUN® SPECIALTY SHEET SERIES

PALSUN® UV SERIES

PALSUN CS®

PALTILE™

SUNGLAZE™

SUNLITE®

SUNLITE® PLUS

SUNOPAK™

SUNPAL®

SUNSCAPE®

SUNSKY®

SUNTOP®

SUNTUF®

SUNTUF® PLUS

THERMAGLAS™

THERMAGLAS™ OPAQUE

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E-mail: palram@palram.com

Web: www.palram.com

## 4. First Aid Measures

In general handling the material will not cause accidents.

### 4.1. Inhalation

Route of entry – inhalation: No

If exposed to combustion fumes in high concentration - bring victim to fresh air. Medical attention needed.

### 4.2. Ingestion

Route of entry – ingestion: No

### 4.3. Skin Contact

Burns resulting from accidental contact with molten material must be flushed immediately with cold water.

Do not remove the polymer from the skin. Do not use solvent for removal. Medical attention needed.

### 4.4. Skin Absorption

Route of entry – skin: No

### 4.5. Eye Contact

Like any foreign body, can cause mechanical irritation. Remove contact lenses at once.

Immediately flush eyes well with copious quantities of water or normal saline for at least 20-30 minutes. If irritation persists, consult physician.

### 4.6. Notes For Physician

There are no specific notes.

## 5. Fire Fighting Measures

This material burns with difficulty and generally requires a continuous external flame source to sustain combustion. Without flashover fire conditions it will tend to extinguish it. When forced to burn it will produce a sooty fire.

Main products of combustion are carbon dioxide and carbon monoxide. Some flame-retardant grades will evolve trace quantities of hydrogen bromide on combustion.

Combustion products have been found in independent tests to be essentially non-corrosive.

### 5.1. Extinguishing Media

Water spray or foam. CO<sub>2</sub> is less recommended due to lack of cooling capacity.

### 5.2. Extinguishing Media to Avoid

No information currently available.

### 5.3. Special Fire Fighting Procedures

Personnel without suitable respiratory apparatus should leave the affected area to prevent exposure to toxic or combustible gases.

### 5.4. Special Protective Equipment for Firefig ters

Positive-pressure self-contained breathing apparatus, protective clothing, gas mask approved for acid vapors.

### 5.5. Unusual Fire and Explosion Hazards

Hazardous combustion products may include intense heat, dense black smoke, carbon dioxide, carbon monoxide and hydrocarbon fragments. Combustion products/processing fumes may include trace levels of phenol, alkylphenols, and diarylcarbonates.

Soot emitted when PC is forced to burn may obscure visibility.

During combustion the base resin does not produce hydrogen cyanide, phosgene, acrolein, hydrogen chloride or sulfur dioxide.

The material is not sensitive to static discharge.

Static electricity discharge sparks possible at handling – avoid vicinity of static discharge sensitive materials.

## 6. Accidental Release Measures

No special precautions and no personal protective equipment needed. Collect mechanically for disposal.



# Product Safety Data Sheet (PSDS)

## for Palram Polycarbonate

Update: June 2020

[Page 3 of 7]

This document covers safety data concerning the following products:

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PALSUN® UV SERIES  
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SUNGLAZE™  
SUNLITE®  
SUNLITE® PLUS  
SUNOPAK™  
SUNPAL®  
SUNSCAPE®  
SUNSKY®  
SUNTOP®  
SUNTUF®  
SUNTUF® PLUS  
THERMAGLAS™  
THERMAGLAS™ OPAQUE

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## 7. Handling and Storage

### 7.1. Handling

#### General handling precautions

Avoid mechanical contact with eyes. Use good industrial hygiene practices. Provide adequate ventilation. Secondary operations such as grinding, sanding or sawing may produce a dust explosion hazard. Use aggressive housekeeping activities to prevent dust accumulation; employ bonding, grounding, venting and explosion relief provisions in accordance with accepted engineering practices.

#### Ventilation

General (mechanical) room ventilation is expected to be satisfactory where this product is stored and handled.

#### Other precautions

No explosion hazard. In the event of fire, cool and overlap product with water. The material is not sensitive to static discharge. Static electricity discharge sparks possible during handling. Avoid contact or vicinity of flammable materials.

### 7.2. Storage

Store in a cool shady area. No special technical protective measures required.

## 8. Exposure Controls / Personal Protection

### 8.1. EXPOSURE LIMITS

No occupational exposure limits established by OSHA, ACGIH, or NIOSH.

### 8.2. PERSONAL PROTECTION

Respiratory protection	:	No special protection needed
Hand protection / protection gloves	:	No special protection needed
Eye protection	:	No special protection needed
Other protective equipment/measures	:	No special protection needed

## 9. Physical Properties

Appearance	:	Flat or corrugated plastic sheets
Physical State	:	Solid
Color	:	Clear or colored
Odor	:	None
Density	:	1.2 gr/cm <sup>3</sup>
Change In State	:	T <sub>g</sub> = 140-150°C, DSC according to ASTM D 792
Boiling Point, 760 Hg	:	None
Viscosity	:	Not relevant
Solubility In Water	:	None
Ph Value	:	Not relevant
Flash Point	:	>450°C ASTM D 1929
Autoignition Temp.	:	>650°C ASTM D 1921
Flammability Limit	:	None
Explosion Limits	:	None
Evaporation Rate	:	Not relevant
Percent Volatiles	:	Not relevant



# Product Safety Data Sheet (PSDS)

## for Palram Polycarbonate

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### 10. Stability and Reactivity

#### 10.1. Stability

Stable.

#### Conditions to avoid

Excessive heat, or open flame.

#### Incompatible materials

Oxidizing agents or strong mineral acids can cause reaction.

#### Thermal decomposition

Caused by fire or overheating during improper processing. Fumes damaging to health may be released.

#### Hazardous decomposition products

Carbon monoxide (CO)	-	is highly toxic if inhaled, present in combustion fumes of all organic materials;
Carbon dioxide (CO <sub>2</sub> )	-	in sufficient concentrations can act as an asphyxiant, present in combustion fumes of all organic materials;

#### 10.2. Reactivity

Hazardous polymerization	:	Will not occur
Hazardous reactions	:	None.

### 11. Toxicological Information

Independent testing and many years of experience confirm that this material has very low toxicity. The International Agency for Research on Cancer does not list this material as a confirmed or suspected carcinogen. In rats an acute LD<sub>50</sub> > 5 gr/Kg of body weight. Industrial hygiene studies have shown that under normal and expected conditions of use of PC materials, exposures are well below applicable limits.

#### 11.1. Acute Toxicological Information

Acute oral toxicity	:	Oral LD <sub>50</sub> (rat) > 5g/kg, estimated.
Acute vapor exposure	:	processing fumes from similar products are not considered toxic. In acute inhalation tests, laboratory rats were exposed to processing fumes at concentrations exaggerating those that would likely occur in workplace situations. No death or signs of toxicity, except transient irritancy in some cases, were noted during the 6-hour fume exposure tests. There were no distinct or consistent treatment related tissue or organ changes noted in gross necropsies.
Primary skin irritation	:	product not considered primary skin irritant. Draize Skin Primary Irritation Score (rabbit) for similar products, in finely divided form, for a 24-hour exposure is 0.
Eye irritation	:	product not considered primary irritant. When similar products, in finely divided form, were placed into the eyes of rabbits, slight transient redness or discharge occurred – consistent with the expected slightly abrasive nature of product.
Sensitization	:	Not expected to be a skin sensitized based on results of Modified Buehler Guinea Pig Sensitization Test from similar products. Dermal LD <sub>50</sub> (rabbit) > 2g/kg, estimate.
Chronic effects	:	in sub-chronic testing, the base resin was considered physiologically inert when fed to rats for 8 weeks at a dietary level of 6%.
Carcinogenicity	- NTP :	not tested
	- IARC :	not listed
	- OSHA :	not regulated





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### 11.2. Other Toxicological Information

No known toxicological effects with normal use. For heating see section 10.

### 11.3. Additional Information

No additional toxicity information currently available.

## 12. Ecological Information

### 12.1. Persistence and Degradability

Detailed studies have not been conducted concerning the environmental fate of the product. According to present knowledge no unfavorable ecological effects are to be expected. Not generally hazardous to water. Insoluble in water, non-toxic solid.

Mobility	:	No information currently available
Persistence and biodegradability	:	Biodegradation period - tens of years.
Bioaccumulative potential	:	No information currently available.

### 12.2. Environmental Risks

No hazard expectation to terrestrial or aquatic flora and fauna.

Ecotoxicity	:	LD <sub>50</sub> (rats) > 5 gr/kg
	:	IC <sub>50</sub> (bacterial inhibition) - no data available
Aquatic toxicity	:	LC <sub>50</sub> (daphnia magna) - no data available
	:	LC <sub>50</sub> (fathead minnow – fish) - no data available

### 12.3. Other Information

All available ecological data have been taken into account for the development of the hazard and precautionary information contained in this safety data.

## 13. Disposal Considerations

The product is not considered hazardous under current EPA hazardous waste regulations. Recycling is the preferred method of disposal. Alternatively, the product may be disposed of in an approved landfill. Incineration in accordance with federal, state and local regulations – collected processing fume condensates and incinerator ash should be tested to determine waste classification. All wastes should be evaluated in conjunction with applicable solid and hazardous waste regulations, Toxicity Characteristic Leaching Procedures (TCLP), and disposed of as appropriate. This product does not contain any cadmium or other heavy metal pigments or stabilizers.

**It is the user's responsibility to dispose of all wastes in accordance with all national and local regulations at properly permitted or authorized facilities.**

## 14. Transport Information

DOT PSN Code	:	ZZZ
DOT Proper Shipping Name	:	Not regulated by this mode of transportation
IMO PSN Code	:	ZZZ
IMO Proper Shipping Name	:	Not regulated by this mode of transportation
IATA PSN Code	:	ZZZ
IATA Proper Shipping Name	:	Not regulated by this mode of transportation
AFI PSN Code	:	ZZZ
AFI Proper Shipping Name	:	Not regulated by this mode of transportation
Additional transportation data	:	Not currently regulated under Department of Transportation regulations
Labeling	:	No labeling is required in accordance with the EEC directives
Placarding	:	No placarding is required in accordance with the EEC directives
Special transport requirements	:	None
Packaging	:	Avoid dark-colored packaging to prevent heat distortion

The product is classified as a non-hazardous material in the meaning of transport regulations.



# Product Safety Data Sheet (PSDS)

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### 15. Regulatory Information

With regards to dust formed as a consequence of mechanical treatments, the appropriate regulations value limits for fine dust must be observed: MAC value (fine dust) – 5mg/m<sup>3</sup>.

#### United States Federal Regulations

**US. Toxic Substances Control Act:** Excluded: Article.

No substances are subject to TSCA 12(b) export notification requirements.

#### US. EPA CERCLA Hazardous Substances (40 CFR 302) Components:

None

#### SARA Section 311/312 Hazard Categories:

Non-hazardous under Section 311/312

#### US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A) Components:

None

#### US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 313 Toxic Chemicals (40 CFR 372.65) - Supplier Notification Required Components:

None

#### US. EPA Resource Conservation and Recovery Act (RCRA) Composite List of Hazardous Wastes and Appendix VIII Hazardous Constituents (40 CFR 261):

Under RCRA, it is the responsibility of the person who generates a solid waste, as defined in 40 CFR 261.2, to determine if that waste is a hazardous waste.

#### State Right-To-Know Information

The following chemicals are specifically listed by individual states; other product specific health and safety data in other sections of the SDS may also be applicable for state requirements. For details on your regulatory requirements you should contact the appropriate agency in your state.

The concentrations reported below in units of parts per million (ppm) or parts per billion (ppb) are maximum values.

#### Massachusetts, New Jersey or Pennsylvania Right to Know Substance Lists:

<u>Weight Percent</u>	<u>Components</u>	<u>CAS-No.</u>
>=1%	Bisphenol A Polycarbonate	25971-63-5
>=1%	Bisphenol A Polycarbonate	CAS# is a trade secret

#### Massachusetts Right to Know Extraordinarily Hazardous Substance List:

<u>Weight Percent</u>	<u>Components</u>	<u>CAS-No.</u>
<=3 ppm	Methylene Chloride	75-09-2

#### California Prop. 65:

**WARNING: These products can expose you to chemicals, including Bisphenol A, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**





# Product Safety Data Sheet (PSDS) for Palram Polycarbonate

Update: June 2020

[Page 7 of 7]

**This document covers safety data concerning the following products:**

DYNAGLAS®  
PALGARD™  
PALGARD™ 3X  
PALGARD™ TG  
PALSUN® BASIC SERIES  
PALSUN® SPECIALTY SHEET SERIES  
PALSUN® UV SERIES  
PALSUN CS®  
PALTILE™  
SUNGLAZE™  
SUNLITE®  
SUNLITE® PLUS  
SUNOPAK™  
SUNPAL®  
SUNSCAPE®  
SUNSKY®  
SUNTOP®  
SUNTUF®  
SUNTUF® PLUS  
THERMAGLAS™  
THERMAGLAS™ OPAQUE

## Palram Industries Ltd.

Ramat Yohanan 30035, Israel  
Tel: +972.4.8459.900  
Fax: +972.4.8444.012  
E-mail: palram@palram.com  
Web: www.palram.com

## CFATS (Chemical Facility Anti-Terrorism Standards) Chemicals

To the best of our knowledge, this product does not contain Appendix A Chemicals of Interest (COI), at or above the Screening Threshold Quantity (STQ), as defined by the Department of Homeland Security Chemical Facility Anti-terrorism Standard (CFATS, 6 CFR Part 27. Based on information provided by our suppliers, this product is considered "DRC Conflict Free" as defined by the SEC Conflict Minerals Final Rule (Release No. 34-67716; File No. S7-40-10; Date: 2012-08-22).

## 16. Other Information

### Recommended Uses And Restrictions

Please consult the relevant product and/or application information for this product.

### Further Information

Additional information on this product may be obtained by calling your PALRAM Sales or Customer Service Contact.

### Disclaimer:

Palram believes that the information and recommendations contained (including data and statements) in this PSDS are accurate as of the date hereof. This PSDS is based on information that is believed to be reliable, but may be subject to change as new information becomes available. Since it is not possible to anticipate all conditions of use, additional safety precautions may be required. The information is neither designed nor recommended for any other use than as safety data, or for use by any other person than the direct user and not for compliance with other laws. Palram does not warrant the suitability for use of this PSDS for any other material or product not specifically identified herein, nor the accuracy or authenticity of this PSDS unless it has been obtained directly from Palram.

Since the conditions and methods of use of its products are beyond Palram's control, Palram expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information and each user is responsible for making its own determination as to the safe and proper handling of this material in its own particular use of this material.

Modification of this PSDS, unless specifically authorized by PALRAM, is strictly prohibited. No Warranty Of Fitness For Any Particular Purpose, Warranty Of Merchantability, Or Any Other Warranty, Expressed Or Implied, Is Made Concerning The Information Provided Herein.



## **SECTION 10 600 00 – ROOFING / GLAZING SYSTEMS**

### **PALRAM SUNGLAZE™ SPECIFICATION Standing Seam Solid Polycarbonate**

**NOTE:**

- In order to ensure the best specification for your application we recommend that you consult with your local PALRAM representative for assistance.
- Delete optional/unnecessary items which are not related to your application.  
The mark of ➡ in left margin denotes option(s).
- To be certain that you are using the most recent available PALRAM specification, please visit our website at [www.palram.com](http://www.palram.com) and download the current version.

PALRAM INDUSTRIES (1990) Ltd. IS ENGAGED IN CONTINUING RESEARCH TO IMPROVE ITS PRODUCTS.  
THEREFORE, THE RIGHT IS RESERVED TO MODIFY OR CHANGE MATERIAL IN THIS SPECIFICATION WITHOUT NOTICE

**PALRAM SUNGLAZE® SPECIFICATION**  
**Standing Seam Solid Polycarbonate**  
**SECTION 10 600 00 – ROOFING / GLAZING SYSTEMS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS:**

- A. General conditions of the contract, including all Supplementary Conditions.
- ➔ B. Manufacturer ISO 9001 certificates.
- ➔ C. Manufacturer ISO 14001 certificates.

**1.02 WORK INCLUDED:**

- A. Design and manufacturing of Standing Seam Multi Wall Polycarbonate system. An assembly of extruded polycarbonate multi wall panels joint together by a polycarbonate / aluminum joiner (connector), incorporated into a complete polycarbonate / aluminum profiles / accessories that has been tested and warranted by the manufacturer as a single source system.
- B. All Fasteners, aluminum profiles and end caps are necessary to complete the specified structural assembly, water tightness and weatherability. Wall trims and side trims elements which are necessary to complete the water tightness are not part of the system but shall be included.
- C. The installation will be carried out by a skylight installer who has been in the skylight business for at least five (5) consecutive years. The manufacturer preserves its right to perform field inspection during and after installation. All warranty claims demand product to be reviewed as installed application.

**1.03 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Section \_\_\_\_\_ - Structural Steel/Wood Framing/Concrete.
- B. Section \_\_\_\_\_ - Curbs and supporting members.
- C. Section \_\_\_\_\_ - Roofing.
- D. Section \_\_\_\_\_ - Sheet Metal and Flashing.
- E. Section \_\_\_\_\_ - Sealant.

**1.04 QUALITY ASSURANCE:**

- A. Materials and products shall be manufactured by a company continuously and regularly employed in the manufacture of skylights using polycarbonate (not glass) panels for a period of at least ten (10) years.
- B. Erection shall be by a skylight installer who has been in the business of erecting similar material for at least five (5) consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.
- C. The manufacturer shall be responsible for the configuration and fabrication of the complete panel covering system, and will ensure that it fully meets all requirements of this specification. The manufacturer will not be responsible for the support structure of the covering system.
- D. Usage of accessories which were supplied by a third party is not allowed unless it has written approval from the system manufacturer.
- E. APPROVED MANUFACTURERS:  
All manufacturers acceptable for use on this project under this section must be approved prior to bid. Manufacturers *must* submit evidence of compliance with all performance criteria specified herein. This evidence must include proof of conformance and test reports as specified below. *Any exceptions* taken from this specification *must be noted* on the approval request. If no exceptions are noted and approval is given, product performance will be as specified. Should non-compliance be subsequently discovered, the previously given approval will be invalidated and use of the product on the project will be disallowed. Requests for approval, with all appropriate submittal data and samples must be received no less than 15 days prior to bid date. A list of all approved manufacturers and products will be issued by addendum. *No other manufacturers will be acceptable.* No verbal approval will be given.
- F. Requests for product substitution for the project, must be made to the no less than 90 days prior to bid date.

**1.05 SUBMITTALS:**

- A. Submit shop drawings and color samples in accordance with Section 01\_\_\_\_\_
- B. The manufacturer shall submit written guarantee accompanied by substantiating data, stating that the products to be furnished are in accordance with or exceed these specifications.
- C. The manufacturer shall submit certified test reports made by an independent organization for each type and class of panel system. Reports shall verify that the material will meet all performance requirements of this specification. Previously completed test reports will be acceptable if they are current and indicative of products used on this project. Test reports required are:
  - 1. Self Ignition Temperature (ASTM 1929-3)
  - 2. Smoke Density (ASTM D-2843)
  - 3. Burning Extent (ASTM D-635)
  - 4. Loading test (ASTM E-330)
  - 5. Water Infiltration (ASTM E-331)
  - 6. Air Infiltration (ASTM E-283)
  - 7. Impact Loading (ASTM E-695)
- D. MAINTENANCE DATA:  
The manufacturer shall provide recommended maintenance procedures, schedule of maintenance and materials required or recommended for maintenance.

**1.06 WARRANTY:**

- A. Provide a single source roofing system manufacturer warranty for glazing panels and framing system – third party warranty for the glazing panels shall not be accepted.
- B. The manufacturer warranty will not cover any accessories purchased from a third party.
- C. Provide manufacturer warranty which includes:
  - a. Change of light transmission of no more than 6% for 10 years and no more than 1% per year thereafter.
  - b. 25 years guarantee for water leak proof.
  - c. Up to 10 years warranty (from the date of purchase) not to break or fail as a result of impact by hail measuring up to 20mm in diameter at speed of up to 21 m/s.

**PART 2 – PRODUCTS**

**2.01 SUNGLAZE™ – STANDING SEAM SOLID POLYCARBONATE ROOFING / GLAZING SYSTEM:**

- A. The design and performance criteria of this job are based on products manufactured by PALRAM INDUSTRIES (1991) Ltd, Phone +972 4 8459900, Fax +972 4 8444980; Website: www.palram.com

And is locally represented by:\_\_\_\_\_

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

- B. Substitute product must be proven equal and approved by addendum prior to the published of the bid date per specification section 1.04 E.

**2.02 SUNGLAZE™ PANEL PERFORMANCE:**

- A. Appearance:
  - 1. Panel thickness should be:
    - a. 3mm for the SUNGLAZE 3/600.
    - b. 4mm for the SUNGLAZE 4/600 and 4/800.

2. Panel width shall not exceed 23" (584mm) for the SUNGLAZE 3/600 and 4/600 and 30.9" (785mm) for the SUNGLAZE 4/800 to ensure best performance for wind uplift, vibration, oil canning and visual appearance. Panels in other widths than mentioned above will not be approved.

B. SUNGLAZE Panel joint system:

1. Panel shall be extruded in one single formable length. Maximum panel width shall be as indicated on section 2.02.2. Transverse connections are not acceptable.
2. The panels should be manufactured by extrusion with a grip-lock upstands that are integral to the unit. The upstands shall be 105 degrees to the panel face. Welding, gluing, cold bending, hot bending, vacuum or thermoforming of upstands is not acceptable.
3. Using the locking and fixing screws as shown in the manufacturer installation guide ensure designed load capability.
4. After installation, the system shall be thermal expansion/contraction free (free floating movement).

C. Flammability:

1. The panel shall be an approved light transmitting plastic with a CC1 fire rating classification per ASTM D-635. Smoke density no greater than 60 per ASTM D2843 and a minimum self-ignition temperature of 1162°F per ASTM 1929.
2. The panel shall be self-extinguishing.

D. Water Penetration:

1. There shall be no water penetration when tested per ASTM E 331 at a test pressure of 20 PSF.

E. Air Infiltration

1. Per ASTM D-283 at a test pressure of 6.24 PSF, maximum air infiltration shall be 0.05 CFM/sq. ft. of glazing area.

F. Uniform Structural Loads

1. Per ASTM E-330, achieve a positive load of 140 psf with 60" oc horizontal spans.
2. Per ASTM E-330, achieve a negative load of 45psf with 60" oc horizontal spans.

G. Impact Loading

1. OSHA Life Safety STD 29 CFR - Impact force by blunt object of 500 lbf-ft per ASTM E- 695-03
2. Sunglaze shall have a falling weight impact resistance of 117 ft/lbs when tested in accordance to ISO 6603/1

H. Weatherability:

1. Panels shall consist of a polycarbonate resin with a permanent, co-extruded ultra violet protective layer. Post-applied coating or films of dissimilar materials are unacceptable.

### 2.03 METAL FRAME STRUCTURE:

A. To meet ANCI/ASCE 7-95 building design load, design criteria shall be:

1. Wind load \_\_\_\_\_ PSF
2. Snow load \_\_\_\_\_ PSF

B. The Skylight framing is designed to be self-supporting between the support constructions. The deflection of the Structural framing members in a direction normal to the plane of the glazing, when subjected to a uniform load deflection, shall not exceed L/200 for the unsupported span. The skylights will impose reactions to the support construction. All adjacent and support construction must support the transfer of all loads including horizontal and vertical, exerted by the skylights. Design or structural engineering services for the supporting structure or building components not included in the skylight scope are not included under this section.

### 2.03 METAL MATERIALS:

A. Extruded Aluminum shall be ANSI/ASTM B221; 6063-T5.

B. Flashing:

1. 5005 H34 aluminum 0.04" minimum thickness.
2. Sheet metal flashings/closures/claddings are to be furnished shop formed to profile - when lengths exceed 10 ft. in nominal 10-ft lengths. Field trimming of the flashing and field forming the ends is necessary to suit as-built conditions. Sheet metal ends are to overlap at least 6-in. to 8-in., set in a full bed of sealant and riveted if required.

C. All Fasteners for aluminum framing to be stainless steel, cadmium plated steel or Zinc plated steel, excluding the final fasteners to the building.



D. All exposed ALUMINUM FINISH shall be standard color, Anodized or Other Finish.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. General Contractor to verify when structural support is ready to receive all work in this section and to convene a Pre-Installation Conference at least one week prior to commencing work of this Section. Attendance required of General Contractor, skylight installer and all parties directly affecting and effected by the work of this section.
- B. All submitted opening sizes, dimensions and tolerances are to be field verified by general contractor unless otherwise stipulated.
- C. Installer to examine area of installation to verify readiness of site conditions. Notify general contractor about any defects requiring correction. Do not work until conditions are satisfactory.

### **3.02 INSTALLATION**

- A. Install components in strict accordance with manufacturer's instructions and approved shop drawings. Use proper fasteners and hardware for material attachments as specified.
- B. Use methods of attachment to structure allowing sufficient adjustment to accommodate tolerances.
- C. Remove all protective films from panels immediately after installation. Special protective film which can remain on the panels for few weeks can be ordered from the system manufacturer when required.

### **3.03 HANDLING AND STORAGE**

- A. SUNGLAZE™ sheets should be transported and stored horizontally, on a flat, sturdy pallet whose dimensions are equal or larger than the largest of the sheets. The sheets should be secured to the pallet during transportation and on-site handling. It is possible to stack the sheets with the longer sheets at the bottom and the shorter on top, leaving no unsupported overhang.
- B. When moving a pallet with a forklift, always use forks as long as the sheets' width. Shorter forks used on a wider pallet may cause damage to the sheets.
- C. SUNGLAZE™ sheets leave the factory in packages, wrapped in white, watertight polyethylene. The wrapping should be removed as close to the actual time of installation (or use) as possible. Storage of the sheets should be in a covered, dry, ventilated place, away from direct sunlight and rain.
- D. Avoid extended exposure to direct sunlight, which may cause excessive heat buildup. Long term heating may lead to softening of the protective polyethylene masking, fusing it to the sheet's face and making removal difficult or even impossible.
- E. Avoid leaving the sheets stored unwrapped. Dirt may accumulate on the sheets and/or their edges, attracted by electrostatic charges in the sheets, necessitating extra time and labor for cleaning before installation.
- F. Whenever necessary to store the pallet in the open, cover it with white opaque polyethylene sheet, cardboard or any other insulating material, taking care to cover the stack completely.

### **3.04 CLEANING**

- A. Follow manufacturer's instructions when washing down exposed panel surfaces using a solution of mild detergent in warm water that is applied with soft, clean wiping cloths.
- B. Follow strict panel manufacturer guidelines when removing foreign substances from panel surfaces requiring mineral spirits or any solvents that are acceptable for use.
- C. Installers shall leave panel system clean at completion of installation. Final cleaning is by others upon completion of project, following manufacturer's cleaning instructions.



# SUNGLAZE™

Solid Polycarbonate Standing Seam Architectural System



**SUNGLAZE™** Solid Polycarbonate Standing Seam Architectural System



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## Introduction

Sunglaze is an architectural system that offers smart design, elegant appearance, versatility, low maintenance and sustainable performance to various architectural challenges. Sunglaze incorporates proprietary standing-seam profiling and glazing that enable wide spans and high loading capacity. It can be specified in various lengths to match different structures, including flat and curved designs.

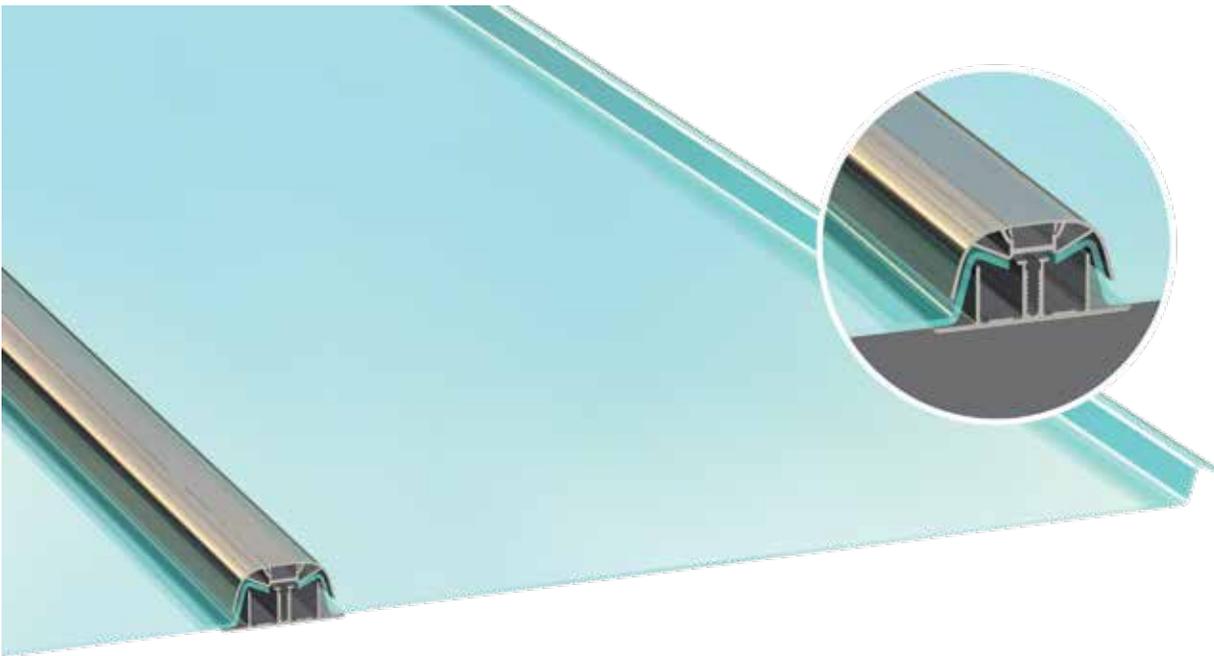
Sunglaze is easy to fasten; the panels are simply joined by an aluminum profile set that is enclosed at the ends by End-closures. Screws lock the system and fix it to the structure without any penetration through the panels. The Cap-plug completes the assembly, covering the screw head and provides a smooth appearance from above.

## Main Benefits

- ✓ Glass-like clear appearance
- ✓ Standing seam leak-proof performance
- ✓ Free thermal expansion
- ✓ Caulking and silicone free
- ✓ Withstanding high loads
- ✓ Easy, fast and safe installation
- ✓ Minimal maintenance

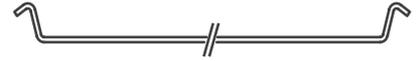
## Applications

- Architectural projects
- Commercial and retail
- Sports venues roofing
- Covered walkways
- Open markets
- Service stations
- Entrances
- Pool covers



## Panel Types

Sunglaze solid polycarbonate panels are offered in 0.125" (3mm) and 0.156" (4mm) thickness. Panel width is determined by the system width, 23.62" or 31.5" (600mm or 800mm). Maximum panel length is 468.2" (Typical stock length of 11.9m, equaling slightly more than 39'). Standard Sunglaze panels include UV protection on one side (UV protection on both sides is optional for special orders).



Property	SUNGLAZE™ 3/600	SUNGLAZE™ 4/600	SUNGLAZE™ 4/800	SUNGLAZE™ 6/800
Center to center width	23.625" (600mm)	23.625" (600mm)	800mm (31.5")	31.5" (800mm)
Panel width	22.99" (584mm)	23.03" (585mm)	785mm (30.905")	30.905" (785mm)
Height	0.787" (20mm)	0.827" (21mm)	21mm (0.827")	0.827" (21mm)
Area weight	0.776 lb/ft <sup>2</sup> (3.79 Kg/m <sup>2</sup> )	1.034 lb/ft <sup>2</sup> (5.05 Kg/m <sup>2</sup> )	4.98 Kg/m <sup>2</sup> (1.02 lb/ft <sup>2</sup> )	1.526 lb/ft (7.453 Kg/m <sup>2</sup> )
Linear meter weight	1.476 lb/ft (2.20 Kg/m)	1.972 lb/ft (2.94 Kg/m)	3.90 Kg/m (2.616 lb/ft)	3.997 lb/ft (5.96 Kg/m)
Min. cold bending radius* (For the polycarbonate panel)	160" (4m)	160" (4m)	160" (4m)	160" (4m)
System weight	4.118 lb/ft (6.14 Kg/m)	4.963 lb/f (7.40 Kg/m)	4.514 lb/ft (6.73 Kg/m)	6.204 lb/ft (9.25 Kg/m)

\* Sunglaze aluminum profiles must be roll formed separately to the desired radius, not below a minimum radius of 4m.

## Colors

Color	% Light Transmission ASTM D-1003	%Haze ASTM D-1003	Solar Heat Gain (SHGC) ASTM E-424-71	Shading Coefficient ASTM E-424-71
Clear	90	<1	0.87	1.00
Bronze	20	<1	0.45	0.52
	35	<1	0.56	0.64
Grey	50	<1	0.65	0.75
	20	<1	0.44	0.51
	35	<1	0.56	0.64
White Opal	50	<1	0.65	0.75
	28	100	0.30	0.35
White Diffuser	80	100	0.87	1.00
Solar Ice	20	100	0.39	0.45
Solar Control	20	67	0.37	0.42
	20	50	0.41	0.47
Solar Olympic	35	35	0.52	0.60
	50	20	0.63	0.73
Smart Green	70	26	0.60	0.69
Smart Blue	50	26	0.57	0.65
Bluish Breeze	70	1	0.55	0.63



Note: Special color matches are available upon request, subject to minimum quantity.

### SolarSmart™ - Energy Efficiency

SolarSmart™ products have "smart" tints that break the traditional ratio between light transmission and shading coefficient. They transmit "cool-light" by blocking Infrared energy that causes heat buildup, reduce air-conditioning costs and create a more comfortable ambience required in closed populated spaces.



## SUNGLAZE™ Projects

Project: Derby school - Kansas, USA | Application: Canopy - 150sqm | SUNGLAZE™ Type: 4/600 White Opal 28%



Project: Manufactura Outlet Village - Kiev, Ukraine | Application: Skylight/Roof - 19,400 sqft | SUNGLAZE™ Type: 4/800 Solar Grey



Project: Hangzhou Airport, China | Architect: ZIAD | Application: Canopies - 20,500 sqft | SUNGLAZE™ Type: Solar Olympic 4/600



Project: Burnie Cheese Factory - Tasmania, Australia | Application: Industrial Sidelights | SUNGLAZE™ Type: 4/600 Clear





## Thermal Insulation

The attached table compares “U” values of glass and Sunglaze panels of equivalent thickness. For any given thickness, the “U” value of Sunglaze is lower than that of glass. This can result in a significant 6.5-9% reduction in energy expenditure both for heating in winter and air-conditioning during the summer time. Note that the use of SolarSmart™ panels will partially block heat generating infra-red solar energy, which will further assist in reducing the air-conditioning costs during summer time.

Thickness (inch)	SUNGLAZE™ U Value Btu / (hr·ft²·°F)	Glass U Value Btu / (hr·ft²·°F)
0.125" (3mm)	0.96	1.02
0.156" (4mm)	0.93	1.01
0.236" (6mm)	0.89	0.97

## Flammability

SUNGLAZE complies with the most demanding international fire resistance standards in the field of plastics, as indicated in the detailed table herein. The classification is subject to product type, thickness and color.

Test	ASTM Standard	Classification
Self ignition	D-1929	1162°F
Smoke density	D-2843	<75%
Burn extent	D-635	CC1
Flame spread / smoke	E-84	Class B

\*For more detailed information please contact your Palram distributor.

## Typical Physical Properties

Property	Method**	Conditions	Units	Value
<b>Mechanical</b>				
Density	D-792		g/cm <sup>3</sup>	1.2
Tensile modulus of elasticity	D-638	0.4 inch/min	psi	333,550
Flexural strength	D-790	0.4 inch/min	psi	13,500
Flexural modulus	D-790	0.5 inch/min	psi	377,100
Notched impact strength Izod	D-256	73°F (23°C)	J/m	800
Impact falling dart	ISO 6603/1d	0.125" sheet (3mm)	J	158
Impact - fall through	E-695		ft / lbs	500
Charpy Impact after Xenon Arc Exposure (D-6110)	D-2565-08	3000 hrs	% Loss of Impact Strength	<10
<b>Thermal</b>				
HDT (Heat Deflection Temperature)	D-648	Load: 264psi (1.82Mpa)	°F	266
Vicat softening temperature	D-1525	Load: 2.2lb (1kg)	°F	302
Service temperature - Short term			°F	-58 to 248
Service temperature - Long term			°F	-58 to 212
Coefficient of linear thermal expansion	D-696		Inch/Inch °F	3.6 x 10 <sup>-5</sup>
Thermal conductivity	C-177		Btu-in/hr-ft <sup>2</sup> °F	1.46
Specific heat capacity	C-351		Btu/lb °F	0.31
<b>Weathering</b>				
Color change	D-2244	60 months	ΔE	<3
Yellowing index	E-313	60 months	Δ Yellowness Index	<10
Light transmission	D-1003	10 years	%	<6
<b>Leakage / Structural</b>				
Water leakage	E-283	20 psf		none
Air leakage	E-331	6.24 psf	cfm/ft <sup>2</sup>	0.05
Uniform load	E-330		psf	+140 / -45

\*Properties in the table relate to the polycarbonate glazing panels in the Sunglaze system.

\*\*ASTM method except where noted otherwise.

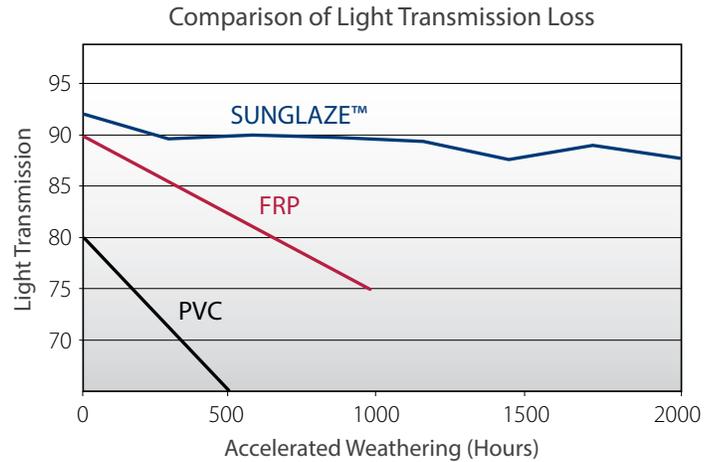
## Acoustic Properties

Sunglaze panels sound insulation properties are indicated in the table to the right. The attenuation of sound waves together with its impact resistance, has made Sunglaze a material of choice for cladding.

Thickness (inch)	Acoustic Insulation DIN 52210-75 RW (db)
0.125" (3mm)	23
0.156" (4mm)	24
0.236" (6mm)	26

## Resistance to UV Radiation

Palram polycarbonate panels retain their mechanical properties and transparency throughout a long time of external service due to integrated co-extruded UV protection. The protection will not peel off over time. Sunglaze is offered with upper-side UV protection as standard, although a UV2 version with protection on both sides is available upon request. The attached graph presents typical results from Sunglaze panels tested under accelerated weathering (QUV exposure simulation) that is equivalent to 20 years of actual field exposure. The light transmission of Sunglaze was essentially stable.



## Chemical Characteristics

To obtain a wide listing of Palram's polycarbonate sheets resistance to chemical agents please visit the Palram Americas website at [palram.com/us](http://palram.com/us) or contact your Palram distributor.

## System Principles

Sunglaze system components fit all panel types, except end closures 07, 08.

### Glazing Set



The Base (part 04) is 2.56" (65mm) wide by 0.828" (21mm) high, extruded aluminum profile painted in grey powder coat. Its maximum length is 236.22" (6m). The Base is the lower part of the glazing set, placed under the panels and fixed to the structure by the Fixing screws, (09).

The Cap (part 05) is 2.094" (53mm) wide by 0.906" (23mm) high, extruded aluminum profile painted in grey powder coat. Its maximum length is 236.22" (6m). Cap is the upper profile of the glazing assembly, positioned onto the panel edges and Base, and attached to the Base by the Locking screws (10).

The Cap-Plug (part 06) is 0.765" (19.5mm) wide aluminum striping painted in grey powder coat. Its maximum length is 236.22" (6m). the Plug is clicked into place onto the Cap, concealing the Locking screws from the top, and providing a smooth surface.

### Screws



Fixing screw (part 09) is a cross-head self drilling screw, #10x0.75" (4.8mm x 19mm). These screws fix the Base to the structure. Locking screw (part 10) is a cross-head tapping screw, #12x0.75" (5.5mm x 19mm). These screws attach the Cap onto the Base and panel edges.

### End Closure



These are mill-finished aluminum plates that plug the two ends of the profiles assembly.  
 0.125" End closure (part 07) is used for 3/600 panel assembly.  
 0.156" End closure (part 08) is used for 4/600 panel and 4/800 panel assembly.

## System Components

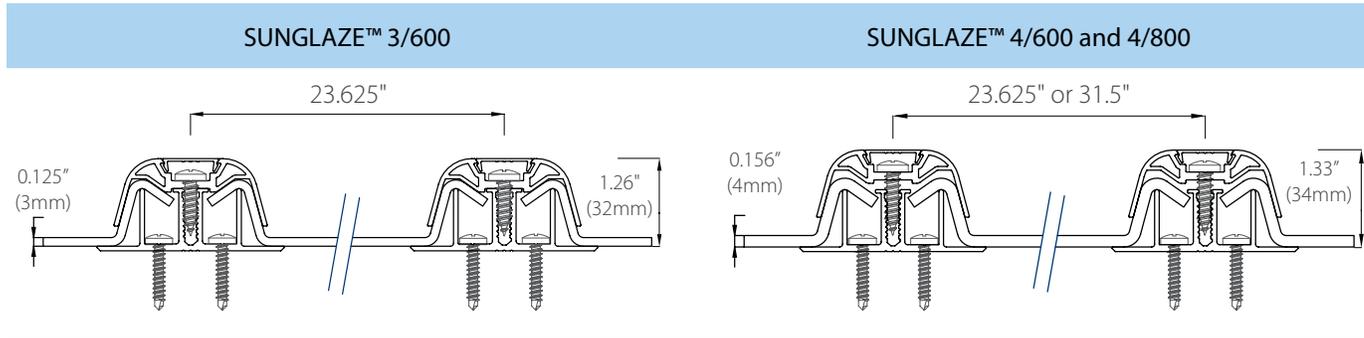
Component	Part No.	Drawing	Suppliance Data
Base	0404 (3 & 4mm) 0406 (6mm)		Length: Up to 236.22" Finish: Grey paint
Cap	0503 (3mm) 0504 (4mm) 0506 (6mm)		Length: Up to 236.22" Finish: Grey paint
Cap Plug	06 (3, 4 & 6mm)		Length: Up to 236.22" Finish: Grey paint
End Closure for SUNGLAZE 3/600 (0.125")	07		Quantity: 100 Pcs/Box Finish: Mill (Natural)
4mm (0.156") End Closure for SUNGLAZE 4/600 and 4/800	08		Quantity: 100 Pcs/Box Finish: Mill (Natural)
6mm (0.25") End Closure for SUNGLAZE 6/800	09		Quantity: 500 Units/Box
Galvanized Steel Fixing Screw Pan cross head self-drilling screw 4.8x19mm (#10x3/4")	10		Quantity: 500 Pcs/Box
Galvanized Steel Locking Screw Pan cross head tapping screw 5.5x19mm (#12x3/4")	11 (3, 4 mm)		Quantity: 500 Pcs/Box
Galvanized Steel Locking Screw Pan cross head tapping screw 5.5x25mm (#12x1")	12 (6 mm)		Quantity: 500 Pcs/Box

# Installation Data

## Roof structure

Sunglaze system is designed for both rafter and purlin construction options, flat or curved. The recommended minimum roof slope for Sunglaze applications is 5%. For lower slopes - rafter design is recommended.

## Assembled System Width



## Maximum Spans Between Purlins

Type	Rafter Centers	Single Span (mm)					
		15 psf (75kg/m <sup>2</sup> )	20 psf (100kg/m <sup>2</sup> )	26 psf (125kg/m <sup>2</sup> )	31 psf (150kg/m <sup>2</sup> )	36 psf (175kg/m <sup>2</sup> )	41 psf (200kg/m <sup>2</sup> )
3/600	23.622" (600mm)	36" (900mm)	32.8" (820mm)	30.4" (760mm)	NA	NA	NA
4/600	23.622" (600mm)	36" (900mm)	32.8" (820mm)	30.4" (760mm)	28.8" (720mm)	27.2" (680mm)	NA
4/800	31.496" (800mm)	32.8" (820mm)	29.8" (745mm)	27.6" (690mm)	NA	NA	NA

Type	Rafter Centers	Multi-Span											
		Mid-Span (mm)						End-Span (mm)					
		15 psf (75kg/m <sup>2</sup> )	20 psf (100kg/m <sup>2</sup> )	26 psf (125kg/m <sup>2</sup> )	31 psf (150kg/m <sup>2</sup> )	36 psf (175kg/m <sup>2</sup> )	41 psf (200kg/m <sup>2</sup> )	15 psf (75kg/m <sup>2</sup> )	20 psf (100kg/m <sup>2</sup> )	26 psf (125kg/m <sup>2</sup> )	31 psf (150kg/m <sup>2</sup> )	36 psf (175kg/m <sup>2</sup> )	41 psf (200kg/m <sup>2</sup> )
3/600	23.622" (600mm)	61.6" (1540mm)	56" (1400mm)	52" (1300mm)	NA	NA	NA	48" (1220mm)	43.28" (1100mm)	40.56" (1020mm)	NA	NA	NA
4/600	23.622" (600mm)	61.6" (1540mm)	56" (1400mm)	52" (1300mm)	48" (1220mm)	46.4" (1160mm)	NA	48" (1220mm)	43.28" (1100mm)	40.56" (1020mm)	37.78" (960mm)	36" (910mm)	34.23" (870mm)
4/800	31.496" (800mm)	56" (1400mm)	51" (1275mm)	47.2" (1180mm)	NA	NA	NA	44" (1100mm)	40" (1000mm)	37" (925mm)	NA	NA	NA

Notes:

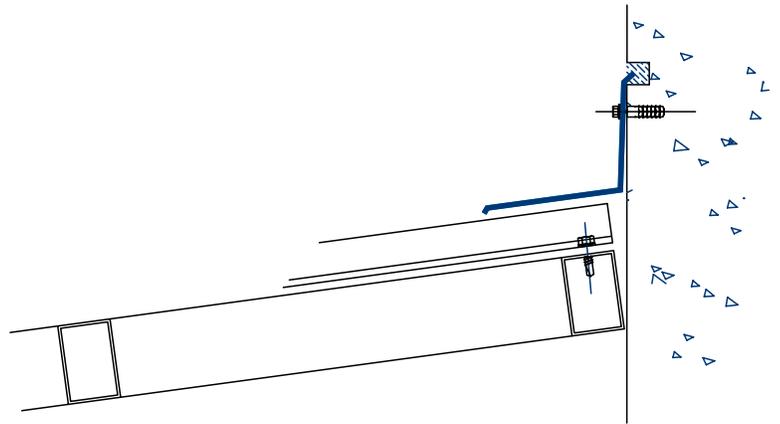
1. The values are based on, maximal deflection criterion of L/200 for the aluminum profiles and L/20 for the Polycarbonate panels.
2. The dimensions depicted do not supersede the requirements of local construction codes.
3. In case of installation with supports by rafters, the distance between screws should be 32" (800mm).

## Assembly Details

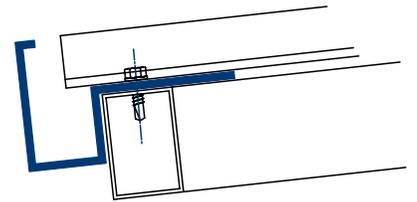
All drawings below are available as CAD files for designers from [www.palram.com/us](http://www.palram.com/us).

**Please note:** The drawings below show suggested installation procedures for Sunglaze. Aside from the system components, all other parts shown in the drawings are not provided by Palram.

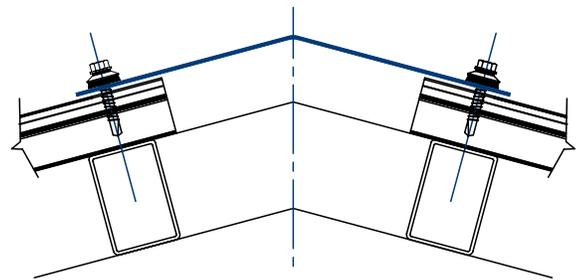
### Wall - Roof detail



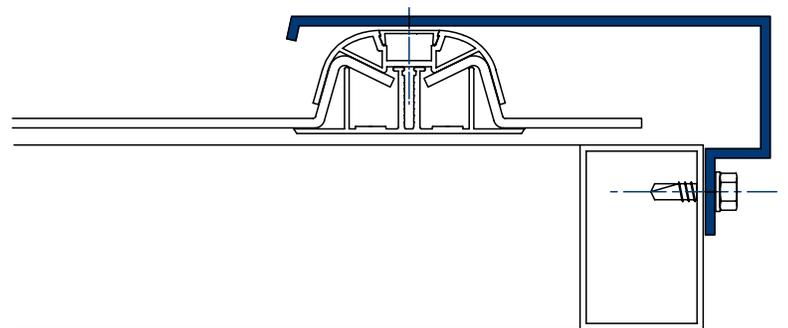
### Gutter detail



### Ridge Cap detail

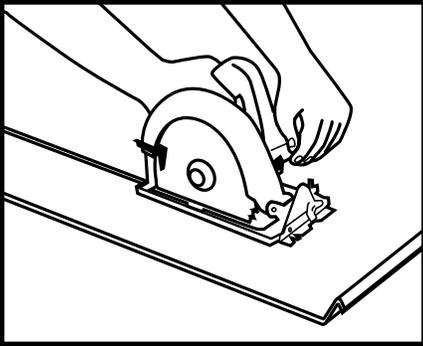


### Side flashing

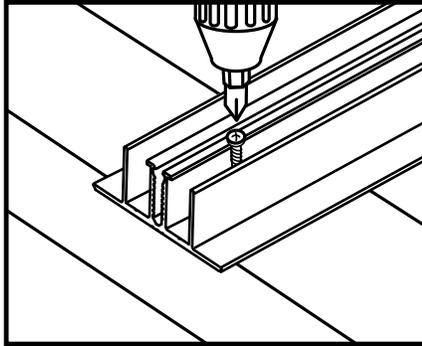


# Installation Guidelines

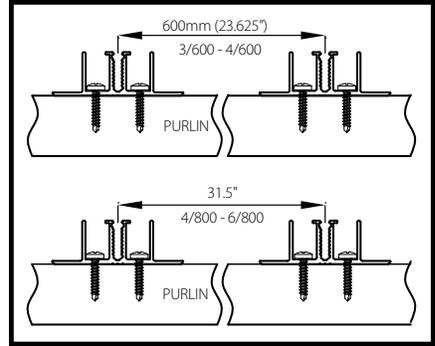
## 1 Cut to size



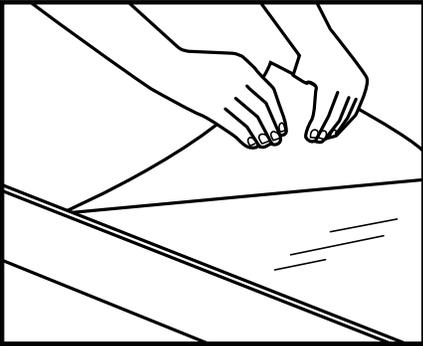
## 2 Install base



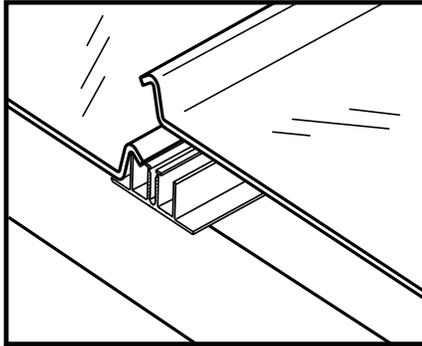
## 3 Next base positioning



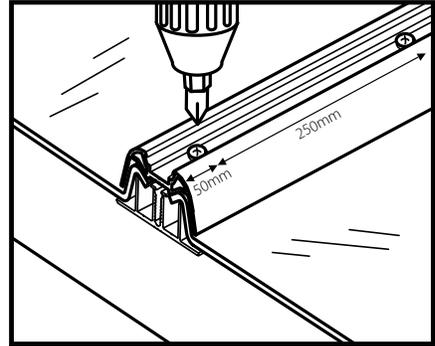
## 4 Remove inner masking



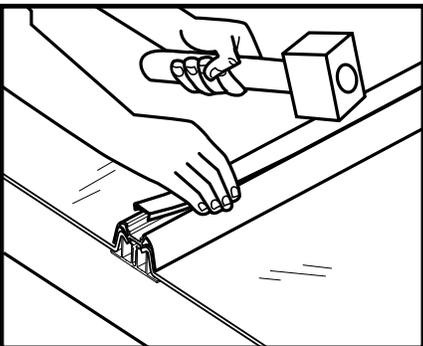
## 5 Position the Panels



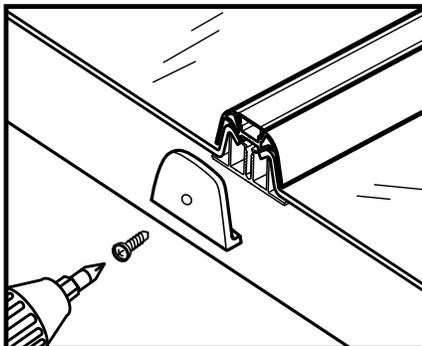
## 6 Fix Cap



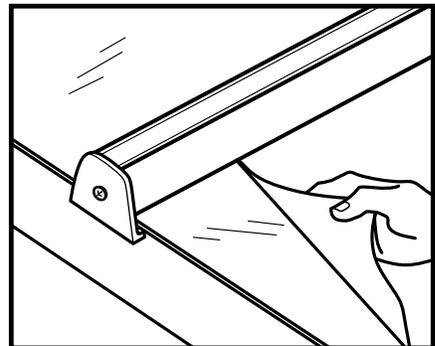
## 7 Assemble Cap Plug



## 8 Fix End Cap



## 9 Remove outer masking



### 1. Cut to size (Fig. 1)

Cut the aluminum profiles to length, allowing for overhangs of up to 4" (100mm) at each end. An overhang of minimum 2" (50mm) over the end-purlin into the gutter is recommended. Cut panels to length, 0.78" (20mm) shorter than the aluminum profiles for expansion allowance. Use a circular saw or hand saw with fine tooth blades and moderate feeding rate for easier and finer cutting.

### 2. Fix base profile (Fig. 2)

Set the first base profile at the precise center line of the supporting structure, and fix it to the structure using the provided fixing screws. Fix screw at each purlin or by the recommended span on a rafter. For flat application: Locate the fixing screws - one screw for every purlin, on each base side alternately. For curved application: Locate the fixing screws at both base sides - two screws for every junction between base and purlin. (Note: fixing screws on both sides is also recommended for flat applications in high wind areas and cyclonic regions.)

### 3. Fix next base profile (Fig. 3)

Locate center line of next base profile at 23.625" (600mm, for 3/600 and 4/600) or 31.5" (800mm, for 4/800) from prior base center line, and fix it as describe in step 2.

IMPORTANT! Measure and mark the Base center line at every purlin, or at every screw location on a rafter. It is highly advisable to prepare and use a spacer rod. (Note: in order to avoid accumulated deviations, do not fix more then 1-2 base profiles ahead of actual assembly).

### 4. Remove inner masking (Fig. 4)

Remove the protective masking from the panel back surface (the face to contact the purlins). Keep this side away from the roof purlins until final positioning of the panel, to avoid scratching.

### 5. Position panels (Fig. 5)

Position the panels onto the bases. Make sure the panels are correctly seated along their whole length.

### 6. Lock cap (Fig. 6)

Position Cap onto the base and panels edges. Pre-drill 0.203" (5mm) holes along the positioning groove every 10" (250mm), it is recommended to safely perform pre-drilling in advance on the ground). Fix the Cap with locking screws through the pre-drilled holes and into to the base profile. The screws on both ends of the cap should be located 2" (50mm) from each profile end.

### 7. Insert cap plug (Fig. 7)

Click Cap Plug into place on top of the Cap using a rubber mallet, performing moderate strikes with short intervals.

### 8. Fix end closure (Fig. 8)

Fix End Closure at the bottom end of the aluminum profiles (gutter end).

### 9. Remove outer masking (Fig. 9)

Remove the protective masking from the panel's external face shortly after installation. Delaying removal of the masking can make it very difficult to remove later. (Note: on hot days remove top protective film immediately after installation to prevent film from bonding to the panel!)

### 10. Repeat stages 3 to 9.

### 11. Cut side panels to size

Determine width of the required side panels and cut to size. Use a circular saw or hand saw with fine tooth blades with moderate feeding rate for easier and finer cutting.

### 12. Side flashings

These purpose made flashings are not supplied by Palram, and are used on the structure sides, as a fastener as well as a flashing, when end panels width is cut to size.

#### Notes:

- Sunglaze system does not require using silicones or adhesives for parts interface. For sealing of flashing assemblies use only Palram approved accessories, silicones, sealing tape, closure fixtures etc.
- In order to clean Sunglaze panels use a pressure washer with a fanned spray nozzle and allow natural drying. Do not use cloth/ sponge/ chamois or similar accessories. Doing this might scratch the panels and harm their appearance.

## Manufacturer's Lifetime Warranty

Sunglaze panels are guaranteed for water leak-proof performance for 25 years. Sunglaze panels bear a limited lifetime warranty not to lose more than 6% of light transmission for 10 years and no more than 1% per year thereafter, when measured according to ASTM D1003-77. Sunglaze panels are warranted for up to 10 years from the date of purchase not to break or fail as a result of impact by hail measuring up to 0.78" (20mm) in diameter, in speed of up to 69 ft/sec (21 m/s).

**Note:** Warranties only apply to installations and maintenance that follow Palram installation instructions and specifications.



**PALRAM AMERICAS**  
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800.999.9459  
ContactUs.USA@palram.com  
palram.com/us



Authorized Distributor

F910 081821 KE

Inasmuch as Palram Americas has no control over the use (and/or installation method) to which others may put this material, it does not guarantee that the same results as those described herein will be obtained. Each user of the material should make their own test to determine the suitability of the material for their own particular use. In the event of a warranty claim for product failure, Palram Americas reserves the right to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed or moved or altered in any way.  
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SECTION 084113 - ALUMINUM-FRAMED STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Aluminum Framed Storefront systems.

1.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
  - 1. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
  - 2. Dimensional tolerances of building frame and other adjacent construction.
  - 3. Failure includes the following:
    - a. Deflection exceeding specified limits.
    - b. Thermal stresses transferring to building structure.
    - c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
    - d. Noise or vibration created by wind and by thermal and structural movements.
    - e. Loosening or weakening of fasteners, attachments, and other components.
    - f. Failure of operating units.
- B. Wind Loads: As indicated on Drawings.
- C. Deflection of Framing Members:
  - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane shall not exceed L/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to **3/4 inch**, whichever is less.
  - 2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or **1/8 inch**, whichever is smaller.
- D. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:
  - 1. When tested at **150** percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding **0.2** percent of span.
  - 2. Test Durations: **10** seconds.
- E. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft..
- F. Water Penetration under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than **6.24 lbf/sq. ft.**

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

- B. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
- C. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.

#### 1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components on which finishes do not comply with requirements or that fail in materials or workmanship within specified warranty period. Warranty does not include normal weathering.
  - 1. Warranty Period: 2 years from date of Substantial Completion.

#### PART 2 - PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or comparable product approved equal:
  - 1. EFCO Corporation.
  - 2. Tubelite.
  - 3. Vistawall Architectural Products; The Vistawall Group; a Bluescope Steel company.
  - 4. Kawneer North America; an Alcoa company.
  - 5. YKK AP America Inc.
- B. Manufacturers: Subject to compliance with requirements, provide the following Basis of Design or comparable product approved equal:
  - 1. Thermal exterior framing: Kawneer (Basis of Design). Trifab Series 451T with front set all vision areas.
  - 2. Non-thermal interior Vestibule framing when vestibule is max. 12' high: Trifab VG 451 center set.
  - 3. Non-thermal interior Vestibule framing when vestibule is over 12' high: See Curtainwall 084413.
  - 4. Non-thermal exterior spandrel framing: Kawneer (Basis of Design). Trifab Series VG 450 with front set at standard spandrel areas.
- C. Alteration Projects or Additions Manufacturers: Due to IECC requirements that fenestration meet the prescriptive energy code values for performance; subject to compliance with requirements, provide the following Basis of Design or comparable product approved equal:
  - 1. Thermal exterior framing: Kawneer (Basis of Design). Trifab Series 451UT (ultra-thermally broken) with front set all vision areas.

#### 2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - 1. Sheet and Plate: **ASTM B 209**.
  - 2. Extruded Bars, Rods, Profiles, and Tubes: **ASTM B 221**.
  - 3. Extruded Structural Pipe and Tubes: ASTM B 429.
  - 4. Structural Profiles: ASTM B 308/B 308M.
  - 5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

- B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
  - 1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
  - 2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
  - 3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

## 2.3 FRAMING SYSTEMS

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Construction: Thermally broken for most exterior locations; non-thermal at spandrel locations.
  - 2. Glazing System: Retained mechanically with gaskets on four sides.
  - 3. Glazing Plane: Front.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
- D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.
- E. Concealed Flashing: Dead-soft, 0.018-inch- thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.
- F. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

## 2.4 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

## 2.5 ACCESSORY MATERIALS

- A. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

## 2.6 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.

## ALDI Retail Facility

3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
4. Physical and thermal isolation of glazing from framing members.
5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
6. Provisions for field replacement of glazing from exterior.
7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

D. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

### 2.7 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, **AA-M45C22A41, Class II, 0.010 mm** or thicker.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
6. Seal joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

E. Install components plumb and true in alignment with established lines and grades, and without warp or rack.

F. Install glazing as specified in Division 08 Section "Glazing."

### 3.2 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections if required by local municipality.

B. Repair or remove work if test results and inspections indicate that it does not comply with specified requirements.

C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

D. Aluminum-framed assemblies will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 084113

**ZONING REQUEST  
HARDING STREET  
(MARSHVIEW ESTATES)**



## STAFF REPORT: Rezoning (Marshview Estates)

DATE: 2/26/24

<b>GENERAL INFORMATION</b>		
Applicant:	Josh K Tiller	
Address/Parcel Number:	No address on parcel, R100 029 00B 0057 0000	
Applicant's Request:	To Rezone the site to T4-N from C3NMU-Neighborhood Mixed Use (County zoning)	
Current Zoning:	C3NMU-Neighborhood Mixed Use (County zoning)	
<b>ZONING DISTRICT INFORMATION</b>		
	<u>C3NMU</u>	
Lot Width at Setback:	70 feet	
Max Lot Coverage:	2.6 d.u./acre	
Min. Frontage Build Out	N/A	
Front Setback	30-foot min.	
Side Setback	10-foot min.	
Rear Setback	50-foot min.	
Building Height:	2.5 story max for residential	
<b>SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS</b>		
<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning /Buffer required if rezoned</u>
North: C3NMU (County)	Single Family Dwellings	N/A
South: T4-N (City)	Forested parcel	N/A
East: C3NMU (County)	Forested parcel	N/A
West: T4-N (City)	Forested parcel	N/A

**Background:** The parcel in question (the site) is the last parcel to be annexed into the city to allow for a new major subdivision that will have its entrance on Harding St. The other two parcels are to the west (R120 029 00B 0056 0000) and the south (R120 029 000 0112 0000) of the site). The rezoning needs to be heard and given a recommendation by the Planning Commission. Next, this rezoning along with the annexation, (which does not need to be heard by the planning commission, per code) will be heard by the City Council. If both proposals pass, the applicant can then have the Sketch Plan of the Subdivision heard by the Planning Commission. If that is approved by the Planning Commission, then the project will move into the Site Plan & Final Plat stages, which will be conducted by City Staff.

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**Compatibility with Adjacent Zoning:** The site is adjacent to two city properties that are both zoned T4-N that are both planned to be in the same subdivision, so the request is to match the current adjacent city zoning.

**Comprehensive Plan Compliance:** The Future Land Use with Potential Annexation Area Map has the site designated as Neighborhood. The Future Land Use Categories chart lists T4-HN, T3-N, T3-S, and T1 as acceptable in the neighborhood designation of the Comprehensive plan. The applicant is requesting the T4-N zoning classification. Staff believes this reasonable request because the T4-N zone has similar allowed uses with the T4-HN, T3-N, and T3-S zones. Also, many uses that are allowed in T4-N and not the other zones require a conditional zoning permit that may be denied by the administrator or have to be in the T4-NA zone. An example of this is a proposal for Vehicle Service and Repair use in the T4-N zone that is next to a T3-N parcel. The administrator has the power to deny the use since it would be incompatible to the surrounding area. Also, on the Future Land Use Categories chart ranks the zones by order of precedence. In the General Urban destination T-4N is the second to the bottom, meaning this is the second least compatible designation for a General Urban designated property.

**Civic Master Plan Compliance:** While not having the site in the Civic Master Plan since the area is not in city limits, Staff believes this proposal aligns with the plan since it will support increasing housing densities and will add to the small block development style mentioned in Section 6 of the plan.

## **FINDINGS AND RECOMMENDATIONS**

**Staff Recommendation:** Staff recommends forwarding approval to the Council for a zoning of T-4N with no stipulations.



**REZONING APPLICATION (EXCEPT FOR PUDS)**

Community Development Department

1911 Boundary Street, Beaufort, South Carolina, 29902

p. (843) 525-7011 / f. (843) 986-5606

Email: development@cityofbeaufort.org / www.cityofbeaufort.org

Application Fee: \$200 +

\$10 for each additional lot

Receipt \_\_\_\_\_

OFFICE USE ONLY: Date Filed: 2/20 Application #: 26500 Zoning District: \_\_\_\_\_

**Submittal Requirements:** You must attach a boundary map prepared by a registered land surveyor of the tract, plot, or properties, in question, and all other adjoining lots of properties under the same ownership. 1 hardcopy of all application materials are required along with a digital copy.

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  Yes  No

**Applicant, Owner and Property Information**

Property Address: 30 Harding Street

Property Identification Number (Tax Map & Parcel Number): PIN R100 029 00B 0057 0000

Applicant Name: Josh K. Tiller

Applicant Address: 181 Bluffton Road, STE B104, Bluffton, SC 29910

Applicant E-mail: josh@jktiller.com Applicant Phone Number: 843-815-4800

Property Owner (if other than the Applicant): Lanier Land Holdings LLC (Don Houck)

Property Owner Address: 3138 Five Chop Rd., Orangeburg, SC 29115

Have any previous applications been made for a map amendment affecting these same premises? ( ) YES (X) NO

If yes, give action(s) taken: \_\_\_\_\_

Present zone classification: C3 Neighborhood Mixed-Use (Beaufort County)

Requested zone classification: T4-Neighborhood (T4-N)

Total area of property: +/-2.7 Acres

Existing land use: Vacant

Desired land use: Single Family

Reasons for requesting rezoning: Annexation into the City of Beaufort requires a zoning designation. The proposed zoning conforms with the adjacent parcels.

Applicant's Signature: [Signature] Date: February 20, 2024

NOTE: If the applicant is not the property owner, the property owner must sign below.

Property Owner's Signature: [Signature] Date: February 20, 2024

See Section 9.16 of The Beaufort Code for complete information about Rezoning (except for PUDS) (updated Sept. 26, 2022)