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
      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
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,
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.
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.
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

OFFICE USE ONLY: Date Filed: 11/16 Application #: 24153 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 [X] 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 [X] 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

See Section 9.8 of The Beaufort Code for complete information about the Design Review process | updated 3/14/23 | p. 1 of 2 This form is Also available online at www.cityofbeaufort.org
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-A & 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 ( ) Property valuation: $ 129,020.00

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

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 | Phone: (843) 525-7011 | Fax: (843) 986-5606

See Section 9.8 of the Beaufort Code for complete information about the Design Review process | updated 3/14/23 | p. 2 of 2. This form is also available online at www.cityofbeaufort.org
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.
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
FUTURE PARKING SPACES PROVIDED
FUTURE HEATED BUILDING AREA (G.A.F.)

12 CARS (1 CAR PER 400 S.F., WITH 1 ADA VAN SPACE)

4,672 S.F.

144 SECESSION DRIVE, BEAUFORT, SC 29907 (LOTS C33, C34, C35)

CITY OF BEAUFORT - PROPOSED ADDRESS:
144 SECESSION DRIVE, BEAUFORT, SC 29907 (LOTS C33, C34, C35)

SITE AREA:
49,314 S.F. (1.13 ACRES)

TOTAL HEATED BUILDING AREA (G.A.F.):
4,672 S.F.

FUTURE PARKING SPACES PROVIDED:
12 CARS (WITH 1 ADA VAN SPACE)
16 CARS (WITH 1 ADA VAN SPACE)

FUTURE PARKING SPACES REQUIRED:
16 CARS (WITH 1 ADA VAN SPACE)

All drawings and specifications are the architect before proceeding.
Contractor shall check all dimensions on the.
AMENDED AND RESTATED DECLARATION

of

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

for

BLUE GRAY ESTATES
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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 Secessio 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, Secessio 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 Secessio 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
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” of 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 (1 ½ %) 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 hereeto 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.
IN WITNESS WHEREOF, BLUE GRAY, L.L.C., the Declarant, has caused this instrument to be executed the day and year first above written.

WITNESSES: 

DECLARANT:

BLUE GRAY, L.L.C., a South Carolina limited liability company

By: Secession Corporation
Its: Managing Member

By: ________________________________
Its: President

STATE OF _________________________ )
COUNTY OF _________________________ )

I, ______________________________ , a Notary Public in and for the State and County aforesaid, do hereby certify that BLUE GRAY, L.L.C., a South Carolina Limited Liability Company, by Secession Corporation, its Managing Member, by its President, who personally appeared before me on behalf of the above-described entity this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____day of ____________________, 2004.

______________________________
Notary Public for South Carolina

My Commission Expires: ____________________
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 I 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](http://www.scdhec.gov/Environment/docs/CGP-permit.pdf) or you may request a copy from us via email (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.

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: SCR10
Permit Number: SCR10
Submittal Package Complete: □

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 SCR100000. Fees required for review and NPDES coverage of each application type are as listed on page 2 of the Instructions.

Issued Without Review

Date: April 18, 2023
Project/Site Name: 144 Secession Drive
County: Beaufort
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
   □ 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 □ Change of Information
   □ Person or □ Company
   If a Company, are you a □ Lending Institution or □ Government Entity?
   Company EIN (If Applicable): __________

   A. Primary Permittee Name: Darnell Helfrick / Secession Golf Club, Inc.
   Mailing Address: 100 Islands Causeway City: Beaufort State: SC Zip: 29907
   Phone: (843) 622-4600 Fax: Email Address: info@seccesiongolf.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
   □ C-SWPPP Preparer Name:
   □ Registered Professional
   □ Engineer
   □ Landscape Architect
   □ Other
   S. C. Registration #: 34254

   B. Registered Professional □ Engineer □ Landscape Architect □ Other 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 □ Change of Information
   □ Type of Construction Activity(ies) (Select ALL that apply):
   □ Commercial □ 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): R123-018-009-0468-0000, R123-018-009-0469-0000, & R123-018-009-0470-0000

DHEC 2617 (10/2012)
C. Is this site located on Indian Land? ☑ Yes ☐ No  
D. Proposed Start Date: 04-01-2022  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. ☑ Yes ☐ No  
   Previous State Permit/File No.:  Previous NPDES Coverage Number: SCR10  
H. Any Flooding Problems exist downstream or adjacent to this site? ☑ Yes ☐ No  
   (If yes, provide detailed description of flooding problems and applicable floodway/flood zone information in the C-SWPP).  
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, USACEO, 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-SWPP for each proposed request):  
   1. Small Construction Activity Waiver(s) from NPDES permitting (Section 1.4 & Appendix B)? ☑ Yes ☐ No  
      If yes, identify requested waiver: ☑ Rainfall Erosivity Waiver ☑ TMDL Waiver ☐ Equivalent Analysis Waiver  
   2. Detention Waiver (72-302B)? ☑ Yes ☐ No  
   3. Other (Specify):  

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

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):  

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

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Jurisdictional wetlands</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>AC</td>
</tr>
<tr>
<td>b. Non-jurisdictional wetlands</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>AC</td>
</tr>
<tr>
<td>c. Other Water(s):</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>AC Feet</td>
</tr>
<tr>
<td>d. Coastal Zone ONLY: Direct Critical Area</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
<td>AC Feet</td>
</tr>
</tbody>
</table>

5. If yes for impacts in B.3, describe each impact and activity, and list all permits (e.g., USACEO 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-SWPP 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? ☑ Yes ☐ 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? ☑ Yes ☐ 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 provided and covered SCNW activity 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. USACEO 404 Permit or 401 Certification | |  
| c. SCNW Permit If applied for or issued, Identify Date applied for or issued: ☑ All Activities or ☑ Some Activities (Describe): | |  
| d. If a SCNW Permit has NOT 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. | |  

DHEC 2617 (10/2012)
D. Impaired Waterbodies Information

1. 303(d) Listed Impaired Waterbodies

<table>
<thead>
<tr>
<th>Nearest DHEC WGMS(s)</th>
<th>Corresponding Waterbody</th>
<th>a. Name of Nearest DHEC Water Quality Monitoring Stations (WGMS(s)) that receives stormwater from your construction site and/or thru an MS4 and the Name of the Corresponding Waterbody?</th>
<th>b. Is this WGMS(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.</th>
<th>c. List the pollutant(s) identified as &quot;CAUSES&quot; of the impairment.</th>
<th>d. Will any pollutants causing the impairment be present in your site's construction stormwater discharges?</th>
<th>e. If yes for d, list the &quot;USE SUPPORT&quot; impairment(s) affected by the pollutant(s) identified in c.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RT-16138</td>
<td>Beaufort River</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>MD-004</td>
<td>Beaufort River</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>15-06</td>
<td>Beaufort River</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Nearest DHEC WGMS(s)</th>
<th>a. Name of Nearest DHEC Water Quality Monitoring Stations (WGMS(s)) that receives stormwater from your construction site and/or thru an MS4?</th>
<th>b. Has a TMDL(s) been developed for this WGMS(s)? If No, identify as such below and proceed to Section VI. If Yes, complete items c thru f of this table.</th>
<th>c. If yes for b, what pollutants are listed as &quot;CAUSES&quot; or causing the impairment?</th>
<th>d. If yes for b, has the standard been &quot;ATTAINED&quot; or &quot;Fully Supported&quot; for the impairment(s)?</th>
<th>e. If no for d (Not Attained), will any pollutants causing the impairment be present in your site’s construction stormwater discharges?</th>
</tr>
</thead>
<tbody>
<tr>
<td>RT-16138</td>
<td>☑ Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
</tr>
<tr>
<td>MD-004</td>
<td>☑ Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
</tr>
<tr>
<td>15-06</td>
<td>☑ Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
<td>Yes ☑ No</td>
</tr>
</tbody>
</table>

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.

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.

Printed Name of C-SWPPP Preparer

Signature of C-SWPPP Preparer

S. C. Registration #

34254

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 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 Heffrick

Printed Name of Primary Permittee

Signature of Primary Permittee

General Manager

Title/Position

Date Signed

DHEC 2617 (10/2012)
## D. Impaired Waterbodies Information

### 1. 303(d) Listed Impaired Waterbodies

<table>
<thead>
<tr>
<th>Nearest DHEC WQMS(s)</th>
<th>Corresponding Waterbody</th>
<th>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.</th>
<th>c. List the pollutant(s) identified as &quot;CAUSES&quot; of the impairment</th>
<th>d. Will any pollutants causing the impairment be present in your site's construction stormwater discharges?</th>
<th>e. If yes for d, list the &quot;USE SUPPORT&quot; impairment(s) affected by the pollutant(s) identified in c.</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-05 Beaufort River</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>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.</th>
<th>c. If yes for b, what pollutants are listed as &quot;CAUSES&quot; or causing the impairment?</th>
<th>d. If yes for b, has the standard been &quot;ATTAINED&quot; or &quot;Fully Supported&quot; for the impairment(s)?</th>
<th>e. If no for d (Not Attained), will any pollutants causing the impairment be present in your site's construction stormwater discharges?</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-05 Beaufort River</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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, installation 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-OCR 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.
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.*
IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

EXISTING STORMWATER PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS SEDIMENT & EROSION CONTROL PLAN.

THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
- WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
- SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD.

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE CALENDAR EVERY WEEK. IF PERIODIC INSPECTION OR REVISION ARE REQUIRED, THESE INSPECTIONS MUST BE CONDUCTED, AND ALL REPAIRS MUST BE MADE WITHIN 7 CALENDAR DAYS. IF PERIODIC INSPECTION OR REVISION ARE NOT CONDUCTED, THE CONTRACTOR SHALL TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT FOR AIR CONDITIONING SYSTEMS.

WHAT STABILIZATION MEASURES ARE TO BE INITIATED STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H: 1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE INITIATED OR REVISION, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

INFORMATION REGARDING THE IMPLEMENTATION OF ADDITIONAL CONTROL DEVICES MAY BE REQUIRED.

THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT FOR AIR CONDITIONING SYSTEMS.

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A. STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING AND OR PLANTING. THE MULCH MAY BE APPLIED TO MANUFACTURER'S SPECIFICATIONS. BLOWER EQUIPMENT. THE COMBINATION OF ASPHALT EMULSION AND WATER SHALL CONSIST OF A HOMOGENEOUS MIXTURE AND APPLIED TO MANUFACTURER'S SPECIFICATIONS.

1. BY EMULSIFIED ASPHALT, (A) SPRAYED UNIFORMLY ONTO THE MULCH AS IT IS EJECTED FROM THE BLOWER MACHINE, OR (B) SPRAYED THROUGH A HYDRAULIC SEEDER AND APPLIED TO MANUFACTURER'S SPECIFICATIONS. BLOWER EQUIPMENT.

B. WOOD CELLULOSE OR WOOD FIBER MULCH WILL BE APPLIED WITH HYDRAULIC SEEDING EQUIPMENT.

C. FOR HYDRAULIC SEEDING ON SLOPES 3/4:1 OR STEEPER, 1,000 POUNDS OF WOOD CELLULOSE OR WOOD PULP FIBER WHICH INCLUDES:

1. 3 LBS/AC ON DISTURBED AREA
2. 10 LBS/AC ON THE MULCH IMMEDIATELY FOLLOWING MULCH APPLICATION WHEN STRAW OR HAY IS SPREAD BY METHODS OTHER THAN SPECIAL BLOWER EQUIPMENT. THE COMBINATION OF ASPHALT EMULSION AND WATER SHALL CONSIST OF A HOMOGENEOUS MIXTURE AND APPLIED TO MANUFACTURER'S SPECIFICATIONS.

D. FOR HYDRAULIC SEEDING, USE WOOD CELLULOSE MULCH OR WOOD PULP FIBER AT THE RATE OF 500 POUNDS PER ACRE AND DRY HAY WILL BE USED AT A RATE OF 2.5 TONS PER ACRE; OR,

E. APPLY PINE STRAW OR PINE BARK AT A THICKNESS OF 3 INCHES. OTHER SUITABLE MATERIALS IN SUFFICIENT QUANTITY MAY BE USED.

F. SOIL RETENTION BLANKETS, EROSION CONTROL NETTING, OTHER MANUFACTURED MATERIALS, OR BLOCK SOD MAY BE REQUIRED IN AREAS. SEE CAROLINA ENGINEERING CONSULTANTS, INC. FOR FURTHER DETAILS.

1. 8 TO 12 INCHES APART. THE EDGES OF THE DISKS SHALL BE DULL ENOUGH TO PRESS THE MULCH INTO THE GROUND WITHOUT CUTTING THE SOIL ENTRAPMENT."
POTABLE WATER & SANITARY SEWER DETAILS

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

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

SEE THE POTABLE WATER & SANITARY SEWER PLAN FOR THE IMPLEMENTATION LOCATION OF EACH DETAIL.

DRAWN BY: FLB
CHECKED BY: FLB
DATE: 07-03-2023
SCALE: 1"= 20'

PDPC JOB: SC-77
SHEET 9 OF 12

ALL DESIGNS DETAILS AND PRESENTATIONS DEPICTED AND DETAILED WITHIN THIS DOCUMENT ARE THE PROPERTY OF PLANNING & DEVELOPMENT, P.C.
WRITTEN PERMISSION FROM PLANNING & DEVELOPMENT, P.C. MUST BE OBTAINED FOR ANY COPY, CHANGE OR USE OF THE DOCUMENT OTHERWISE STRICTLY PROHIBITED. ANY COPY, CHANGE OR USE OF THESE DOCUMENTS WITHOUT WRITTEN CONSENT MAY BE SUBJECT TO LEGAL ACTION.

SITE DEVELOPMENT PLANS FOR:
SECESSION GOLF CLUB, INC.
TOTAL DISTURBANCE = 1.4 AC

LIMITS OF DISTURBANCE (TYP)
422 ROBERT SMALLS PARKWAY
(GRAY TRACT A)
SKETCH PLAN
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: 75-4C
Site Area:  
Meeting Date: 24, 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  □ 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  □ No

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

Applicant's Signature:  Date: 01/29/2024
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  |  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 website: www.cityofbeaufort.org

Application Fee: $0

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

See Section 9.9.3 of The Beaufort Code for complete information about the Major Subdivision Process updated April 7, 2021 | p. 3 of 3 | This form is also available online at www.cityofbeaufort.org | Form Updated Sept. 26, 2022
LANDSCAPE PLAN

1. No substitutions, deletions or additions shall be allowed without written approval by the landscape architect prior to beginning work. The landscape architect reserves the right to make adjustments in the field, as needed.

2. 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.

3. All dimensions shall be perpendicular between items, unless noted otherwise.

4. All dimensions in parking areas shall be from back of curb, unless noted otherwise.

5. Contractor shall make these contacts prior to beginning work.

6. Contractor shall provide constant slope between spots and/or contours, unless noted otherwise. The Contractor shall observe safety practices while working near vehicular traffic.

7. Service to locate all existing underground electrical and telephone utilities shall be made by the local Utility Protection Service to locate all existing underground electrical and telephone utilities both known and unknown. The Contractor shall observe safety practices while working near vehicular traffic and notify the landscape architect of any discrepancies prior to beginning work.

8. All 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.

See civil plans for grading information.

Contractor shall provide constant slope between spots and/or contours, unless noted otherwise.

All dimensions shall be perpendicular between items, unless noted otherwise.

No substitutions, deletions or additions shall be allowed without written approval by the landscape architect prior to beginning work. The landscape architect reserves the right to make adjustments in the field, as needed.

All dimensions in parking areas shall be from back of curb, unless noted otherwise.

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.

The Contractor shall be responsible for obtaining all licenses and permits.

Architect of any discrepancies prior to construction.

The Contractor of any discrepancies prior to construction.

The Contractor shall provide constant slope between spots and/or contours, unless noted otherwise.

All underground utilities may exist. The Contractor shall observe safety practices while working near vehicular traffic and notify the landscape architect of any discrepancies prior to beginning work.

Service to locate all existing underground electrical and telephone utilities shall be made by the local Utility Protection Service to locate all existing underground electrical and telephone utilities both known and unknown. The Contractor shall observe safety practices while working near vehicular traffic.

The Contractor is responsible for contacting the local Utility Protection Service to locate all existing underground electrical and telephone utilities both known and unknown. The Contractor shall observe safety practices while working near vehicular traffic and notify the landscape architect of any discrepancies prior to beginning work.

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LOR DAR
POD MAK
SCALE: 1"=20'-0"

STORM WATER
SEE SHEET L400 FOR BUFFER PLAN

AREA TO BE MULCHED

LANDSCAPE PLAN
60'
40'
20'
20'
0'
0'
0'
10'
20'

(6) QUE TEX
78) LOR DAR
7) VIB SUS
99) LOM BRE
8,050 sf) CYN DAC
21-143-01
39) LOR DAR

DATE
DESCRIPTION
#  
1) QUE SH2  
1) QUE TEX  
1) FAT JPN  
1) OSM FRA
5/31/2023

WHITAKER ALLEY
PROJECT NUMBER:
FOR CONSTRUCTION

CHECKED BY:
DRAWN BY:

ISSUE DATE:

507 sf) CYN DA2

1,444 sf) CYN DAC

2) QUE SH2

6,636 sf) CYN DAC

1) QUE SHU

(1,296 sf) CYN DA2

9/13/2023

6/13/2023

12/11/2023

(2) QUE SH2

6,701 sf) CYN DAC

237 sf) CYN DA2

6,811 sf) CYN DAC

2,227 sf) CYN DAC

11) LOR DAR

(507 sf) CYN DA2

3) QUE SHU

(1) MAG GRA

532 sf) CYN DAC

2) QUE SHU

(3) QUE SHU

(4) ILE NAN

(2,227 sf) CYN DAC

2) QUE SH2

(3) QUE SHU

(4) ILE NAN

(8,050 sf) CYN DAC

2) QUE SH2

(46) LIR BIG

(5) VIB SUS

77) LIR BIG

(945 sf) CYN DAC

(8) ILE CAR

(1) QUE SHU

(4) ILE NAN

(3) QUE SHU

(4) ILE NAN

(3) QUE SH2

(1) QUE SH2

4000 Margaret
City of Beaufort, SC

LANDCADD 1987
SHEET L407
SHEET L408

(237 sf) CYN DA2

(4) ILE NAN

(9) LOR DAR

(15) POD MAK

5/31/2023

(36) LIR BIG

(6) ILE CAR

(1) QUE TEX

(2) QUE SH2

(1) QUE TEX

(1) QUE PHE

WTE

CHECKED BY:
DRAWN BY:

ISSUE DATE:

507 sf) CYN DA2

57) MUH CAP

(101) MUH CAP

(1,604 sf) CYN DAC

(10) LOR DAR

(10) LOR DAR

(13) POD MAK

(14) POD MAK

57) LIR BIG

(27) LIR BIG

(6) ILE CAR

(4) ILE NAN

(3) LOR DAR

(3) LOR DAR

(27) LIR BIG

(6) ILE CAR

(4) LOR DAR

(5) LOR DAR

(10) POD MAK

(15) LOM BRE

(13) LIR BIG

(34) LIR BIG

(17) LIR BIG

LUCAS ALLEY

RAVEN ALLEY

WHITAKER ALLEY

LUCAS ALLEY

(3) ILE CAR

(3) LOR DAR

(3) VIB SUS

(7) VIB SUS

(5) CAM YUL

(5) LOR DAR

(41) MUH CAP

(46) LIR BIG

(20) POD MAK

(9) LOR DAR
361 ROBERT SMALLS PARKWAY
ALDI GROCERY
AT BEAUFORT STATION
# STAFF REPORT: ALDI

**DATE:** February 26, 2023

## GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>ALDI Grocery Stores/Agent for the Morgan Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Location/Address:</td>
<td>361 Robert Smalls Parkway; R 120-028-000-0138-000</td>
</tr>
<tr>
<td>Applicant's Request:</td>
<td>The Applicant is requesting approval for a new Aldi Grocery store on an outparcel facing Robert Smalls Parkway in the Beaufort Station shopping center.</td>
</tr>
<tr>
<td>Current Zoning:</td>
<td>T5-UC/RMX</td>
</tr>
</tbody>
</table>

## ZONING DISTRICT INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>RMX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Density</td>
<td>30 DU per acre</td>
</tr>
<tr>
<td>Min. Lot Size</td>
<td>6,000 sq. ft.</td>
</tr>
<tr>
<td>Min. Frontage Build Out</td>
<td>60’</td>
</tr>
<tr>
<td>Front setback</td>
<td>10’ min/60’ max</td>
</tr>
<tr>
<td>Side setback</td>
<td>10’</td>
</tr>
<tr>
<td>Rear setback</td>
<td>15’</td>
</tr>
<tr>
<td>Building Height:</td>
<td>4 stories</td>
</tr>
<tr>
<td>Building Frontage Required:</td>
<td>60% of 380’ (228’ required)</td>
</tr>
<tr>
<td>Parking Required/Provided:</td>
<td>Min Req. 69; Max allowed 97; 94 provided with 40 pervious pavers</td>
</tr>
</tbody>
</table>

## SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

<table>
<thead>
<tr>
<th>Adjacent Zoning</th>
<th>Adjacent Land Uses</th>
<th>Setbacks for Adjacent Zoning /Buffer required if rezoned</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: T-5 UC/RMX</td>
<td>Commercial</td>
<td>N/A</td>
</tr>
<tr>
<td>South: T-5 UC/RMX</td>
<td>Commercial (Beaufort Station)</td>
<td>N/A</td>
</tr>
<tr>
<td>East: T-5 UC/RMX</td>
<td>Commercial (Beaufort Station)</td>
<td>N/A</td>
</tr>
<tr>
<td>West: IC</td>
<td>Undeveloped</td>
<td>N/A</td>
</tr>
</tbody>
</table>
**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.
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.
**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:

- shall not include expanses of blank walls (without any transparent windows or doors) of 20 linear feet or greater
- 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:

<table>
<thead>
<tr>
<th>9.8.2 Finding of Fact</th>
<th>Rationale Present (yes/no)</th>
<th>Staff Analysis of Rationale</th>
</tr>
</thead>
</table>
| 1. The plan is consistent with the adopted plans and policies of the City. | Yes/ w conditions | ✓ The Plan is consistent with Primary frontage requirements Section 2.5.1.B.1. if the PC agrees the colonnade satisfies the frontage requirements  
✓ 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.  
✓ 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.  
✓ 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. |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>✓ Per Section 4.6.1.F.1, the loading dock is not screened from the street.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. The plan complies with all applicable requirements of this Code.</td>
<td>Yes/w conditions</td>
<td>✓ See comments from factor #1, with proper conditions, the project would comply with this factor.</td>
</tr>
<tr>
<td>3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed.</td>
<td>Yes</td>
<td>✓ The overall project was approved for traffic, infrastructure, and utilities.</td>
</tr>
<tr>
<td>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</td>
<td>Yes</td>
<td>✓ Similar commercial outparcels and shopping centers exist in the vicinity.</td>
</tr>
</tbody>
</table>
| 5. The proposed plan conforms to the Building Design Standards in Article 4. | Yes/w conditions | ✓ See Finding #1, Specifically deficiencies in:  
- Section 4.6.4.D.2 a-b  
- Section 4.6.4.C.1  
  Proposed Conditions would resolve these issues. |
| 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. | Yes/w conditions | ✓ 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
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) 525-7012
Email: development@cityofbeaufort.org / website: www.cityofbeaufort.org

OFFICE USE ONLY:  Date Filed:  2/20  Application #:  96511  Zoning District:  2546

Schedule: The Planning Commission (PC) typically meets the 3rd 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 or Parcel Number):  1120 028 000 0138 000 (Outparcel 1)

Date Submitted:  02/20/24
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:  
Date: 02/21/24

Owner's Signature:  
Date: 02/21/24

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

CONTACT INFORMATION:
Attention: Julie A. Bachey, Administrative Assistant II
City of Beaufort Community Development Department
1911 Boundary Street, Beaufort, South Carolina 29902
E-Mail: development@cityofbeaufort.org  |  Phone: (843) 525-7011  |  Fax: (843) 986-5606
See Section 9.8 of The Beaufort Code for complete information about the Planning Commission process | created 1/19/24 | p. 2 of 2
This form is also available online at www.cityofbeaufort.org
PLANT SCHEDULE

TREES

<table>
<thead>
<tr>
<th>CODE</th>
<th>QTY</th>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>CAL</th>
<th>HEIGHT</th>
<th>CONT</th>
<th>REMARKS</th>
</tr>
</thead>
</table>
| AO   | 6   | OCTOBER GLORY RED WOODE | AUCOR RUBINUM OCTOBER GLORY | 2.5" | 12" | SDBS | TREE AT FULL MATURE 46" WIDE X 190" TALL.
| SH   | 6   | HOOD MAMELive OAK | QUERCUS VIRGINIANA "GUTTA" | 3.5" | 12" | SDBS | TREE AT FULL MATURE 46" WIDE X 190" TALL.
| SA   | 6   | ALLEI LACBERN PURPLE | LUMIN LAMPROSIA ALLEI PURPLE | 2.5" | 12" | SDBS | TREE AT FULL MATURE 46" WIDE X 190" TALL.

SHRUBS

<table>
<thead>
<tr>
<th>CODE</th>
<th>QTY</th>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>CONT</th>
<th>HEIGHT</th>
<th>SPREAD</th>
<th>REMARKS</th>
</tr>
</thead>
</table>
| CB   | 3   | BONZEE BEAUTY CLOVER | CLOVER LACERTEA BONZEE BEAUTY | 15-GAL | 34" | 34" | PLANT AT FULL MATURE 66" WIDE X 240" TALL.
| LJ   | 15  | JAPANESE PRIVET | LIGUSTRUM JAPANICA | 20-GAL | 34" | 34" | PLANT AT FULL MATURE 66" WIDE X 240" TALL.

CROWN OBSERVATIONS - HIGH BRANCHED

TYPICAL SHRUB PLANTING DETAIL - BALL AND BURLAP

TYPICAL PLANTING DETAIL - CONTAINER OR PLUG

GROUNDCOVER

SCALE: 1/10 FT

TYPICAL TREE PLANTING DETAIL - BALL AND BURLAP

SCALE: 1/10 FT
West (Side) Elevation

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

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

Section 4.6.4.D.2.b - 35 LF Max Wall Divisions
Drawing No. 
Scale: 
Project No. 
Type: 
Drawn By: 
Project Name & Location: 
Drawing Name: 
PLOTTED: 2/19/2024 5:03 PM
Issued: 
PROJECT ARCHITECT/ENGINEER
DATE
PROJECT LEAD
DATE
Seal
Seal
Copyright 2024
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DO NOT SCALE PLANS
ALDI Engineering & Architecture
615 Fishers Run Victor, NY 14564
585.742.2222 - www.apd.com
(706) 387-7722
(706) 387-7701 fax
1597 Dry Pond Rd
Jefferson, GA 30606

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"

Drawing Alteration
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Revisions:
B
C
D
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Q
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S
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U
V
W
X
Y
Z

Inc.

As Noted

Prototype: V7.0
Model: GROUND UP
Product: VM8
Store #: 21-0463
ALDI Inc.
Store #180
Beaufort Station Center
601 Roberts Small Parkway
Beaufort, SC 29906
Beaufort County

NOT FOR CONSTRUCTION
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 TRUE FENESTRATION (ABOVE PAINT LINE)

EXTerior WALL FINISHES - NO GLAZING (BELOW STOCK ROOM WALL FINISHES) - WINDOWS ANY LOWER WOULD POSE SECURITY RISK

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
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.
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**

- **Housing:** Aluminum die cast enclosure. Integral heat sink for maximum heat transfer
- **Lens:** Impact resistant tempered glass
- **Paint:** Corrosion resistant polyester powder paint, minimum 2.0 mil thickness
  - Color: Black, Dark Bronze, Gray & White (RAL & custom colors available)
  - Optional = Coastal Finish
- **Weight:** 8.5lbs (4 kg)

**Optical System**

- **Lumens:** 1,700 to 7,000
- **Distribution:** Asymmetric Forward
- **Efficacy:** 117- 148 LPW
- **CCT:** 2700, 3000K, 4000K, 5000K
- **CRI:** ≥70

**Electrical**

- **Input Voltage:** 120-277V & 347V
- **Input Frequency:** 50/60Hz
- **Power Factor:** > 90% at rated watts
- **Total Harmonic Distortion:** ≤ 20% at rated watts

**Surge Protection**

- **Surge Protection:** 10kV/5kA (Standard) 3kV/15kA (EMBB)

- **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/15kA surge protection for EMBB models.

**Lumen Maintenance**

- **Projected Lxx per IES TM-21-11 at**

<table>
<thead>
<tr>
<th>Lumen Codes</th>
<th>Distribution</th>
<th>25,000 HR</th>
<th>50,000 HR</th>
<th>60,000 HR</th>
</tr>
</thead>
<tbody>
<tr>
<td>17, 25 &amp; 40</td>
<td>AF</td>
<td>L99</td>
<td>L99</td>
<td>L99</td>
</tr>
<tr>
<td>70</td>
<td>AF</td>
<td>L94</td>
<td>L87</td>
<td>L85</td>
</tr>
</tbody>
</table>

  Note: Projected Lxx based on LM80 (≥ 10,000 hour testing). Accepted Industry tolerances apply to initial luminous flux and lumen maintenance measurements.

**Luminaire Ambient Temperature Factor**

<table>
<thead>
<tr>
<th>Ambient Temp (°C)</th>
<th>Initial Flux Factor</th>
<th>Ambient Temp (°C)</th>
<th>Initial Flux Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1.02</td>
<td>30</td>
<td>0.99</td>
</tr>
<tr>
<td>20</td>
<td>1.01</td>
<td>40</td>
<td>0.98</td>
</tr>
<tr>
<td>25</td>
<td>1.00</td>
<td>50</td>
<td>0.97</td>
</tr>
</tbody>
</table>

**Ratings**

- **Operating Temperature:** -40°C to 50°C
- **Vibration:** 3G per ANSI C136.31-2010
- **LM-79:** Testing in accordance with IESNA Standards

**Controls**

- **Dimming:** Standard - 0-10V
- **Sensors:** Photo Electric Sensors (PE) available Motion Sensor

**Warranty**

- 5 Year (Standard)
E W L S 02

AF 70

<table>
<thead>
<tr>
<th>PROD. ID</th>
<th>GEN</th>
<th>VOLTAGE</th>
<th>OPTIC CODE</th>
<th>DISTRIBUTION</th>
<th>CRI (MIN)</th>
<th>CCT</th>
<th>DIMMING</th>
<th>PE FUNCTION</th>
<th>MOUNTING</th>
<th>COLOR</th>
<th>OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>E = Evolve 02</td>
<td>0 = 120-277V</td>
<td>17 = 1,700 lm</td>
<td>AF = Asymmetric Forward</td>
<td>7 = 70</td>
<td>27 = 2700K</td>
<td>N = No External Dimming Leads</td>
<td>1 = None</td>
<td>CB = Conduit Box Mount</td>
<td>BLCK = Black</td>
<td>EMBB = Emergency Battery Backup</td>
<td>W = Non-Graphical White Box</td>
</tr>
<tr>
<td>W = Wallpack</td>
<td>1 = 120V</td>
<td>25 = 2,500 lm</td>
<td>2 = 208V</td>
<td>40 = 4,000 lm</td>
<td>3 = 240V</td>
<td>40 = 4000K</td>
<td>D = External Dimming Leads</td>
<td>3 = Button PE</td>
<td>FM = Flush Mount</td>
<td>DKBZ = Dark Bronze</td>
<td></td>
</tr>
<tr>
<td>LS = L-Series</td>
<td>4 = 277V</td>
<td>70 = 7,000 lm</td>
<td>8 = 120-240V</td>
<td>50 = 5000K</td>
<td>D = 347V</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Specify single voltage if Button PE option is selected
2. Optic code 17 - Not offered in 120-277V, use 120 240V
3. Select 2700K or 3000K CCT for IDA approved units
4. Must be selected when ordering with Button PE, Motion Sensor, 347V or Emergency Battery Backup
5. Not available with motion sensor
6. Not available in 347V
7. 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.
8. WS FSIR-100 (Sku# 197634) needed for programming sensor.
9. Must select Controls "N" with Motion Sensor "H"

For additional information on EWLS IES files, please click the following link: EWLS IES Files
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:

Street Side

Flush Mount

Conduit Box Mount
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: 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.

<table>
<thead>
<tr>
<th>SAP NUMBER</th>
<th>SKU DESCRIPTION</th>
<th>DESCRIPTION</th>
<th>FINISH</th>
</tr>
</thead>
<tbody>
<tr>
<td>93098508</td>
<td>EWLSAE1BLCK</td>
<td>10” x 12” Beauty Plate</td>
<td>BLACK</td>
</tr>
<tr>
<td>93098507</td>
<td>EWLSAE1DKBZ</td>
<td>10” x 12” Beauty Plate</td>
<td>DARK BRONZE</td>
</tr>
<tr>
<td>93098509</td>
<td>EWLSAE2BLCK</td>
<td>12” x 16” Beauty Plate</td>
<td>BLACK</td>
</tr>
<tr>
<td>93078134</td>
<td>EWLSAE2DKBZ</td>
<td>12” x 16” Beauty Plate</td>
<td>DARK BRONZE</td>
</tr>
<tr>
<td>93098506</td>
<td>EWLSAE2GRAY</td>
<td>12” x 16” Beauty Plate</td>
<td>GRAY</td>
</tr>
<tr>
<td>93082336</td>
<td>EWLSAE2WHITE</td>
<td>12” x 16” Beauty Plate</td>
<td>WHITE</td>
</tr>
<tr>
<td>93117503</td>
<td>EWLSAE3BLCK</td>
<td>12” x 20” Beauty Plate</td>
<td>BLACK</td>
</tr>
<tr>
<td>93082337</td>
<td>EWLSAE3WHITE</td>
<td>12” x 20” Beauty Plate</td>
<td>WHITE</td>
</tr>
<tr>
<td>93060351</td>
<td>EWLSAD</td>
<td>Diffuser</td>
<td></td>
</tr>
</tbody>
</table>
OMEGA-LITE®
ACM PANELS & INSTALLATION SYSTEMS

Effective February 2021

Tech Support: 800.523.2347  LaminatorsInc.com
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.
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

<table>
<thead>
<tr>
<th>Sizes*</th>
<th>Core</th>
<th>Backer</th>
<th>Face Thickness</th>
<th>Surface Face Finish</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 ft. x 8 ft.</td>
<td>Corrugated Polypropylene</td>
<td>Mill finish 0.013 in. aluminum backer, or same as face for 2-sided construction</td>
<td>0.022 to 0.032 in.</td>
<td>Smooth and/or stucco-embossed aluminum</td>
<td>PVDF/Kynar 500®, Designer Series†, and custom colors</td>
</tr>
<tr>
<td>4 ft. x 10 ft.</td>
<td></td>
<td></td>
<td>0.022 to 0.024 in.</td>
<td>Smooth and/or stucco-embossed aluminum</td>
<td>Polyester and Natural Series+</td>
</tr>
<tr>
<td>4 ft. x 12 ft.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*5 ft. widths also available in select colors.  †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
- **AAMA 508** Voluntary Test Method and Specification for Pressure Equalized Rain Screen Wall Cladding Systems
- **AAMA 509** Voluntary Test and Classification Method for Drained and Back Ventilated Rain Screen Wall Cladding Systems
- **AAMA 2605** Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels
- **ASTM B209** Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- **ASTM B221** Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
- **ASTM C209** Standard Test Methods for Cellulosic Fiber Insulating Board
- **ASTM C920** Standard Specification for Elastomeric Joint Sealants
- **ASTM C1193** Standard Guide for Use of Joint Sealants
- **ASTM C1289** Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
- **ASTM D635** Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position
- **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
- **ASTM D1929** Standard Test Method for Determining Ignition Temperature of Plastics
- **ASTM D2126** Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging
- **ASTM D3273** Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
- **ASTM E8** Standard Test Methods for Tension Testing of Metallic Materials
- **ASTM E84** Standard Test Method for Surface Burning Characteristics of Building Materials
- **ASTM E90** Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
- **ASTM E96** Standard Test Methods for Water Vapor Transmission of Materials
- **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 E330** Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights, and Curtain Walls by Uniform Static Air Pressure Difference
- **ASTM E331** Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
- **ASTM E1233** Structural Performance of Exterior Windows, Curtain Walls, and Doors by Cyclic Air Pressure Differential
**TECHNICAL DATA**

**Specifications**  
(Based on 6mm panel with 0.032 in. face and 0.013 in. backer.)

<table>
<thead>
<tr>
<th>Thickness</th>
<th>Weight</th>
<th>Fabrication Tolerances</th>
<th>R-Value</th>
<th>Thermal Expansion</th>
</tr>
</thead>
</table>
| 6mm             | 0.99 lb./ft.² (+/-) | Length and Width: +/- 1/16 in.  
| (Special-order thicknesses available upon request) | Squareness: +/- 1/16 in.  
|                 |                 | Thickness: +/- 1/64 in.                  | R: 0.50 hr. ft.² °F/BTU | Temp: 13.1 x 10⁻⁶ 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
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

[Image of Omega CI panel]

1-Piece, Tight-Fit Molding Installation System with Omega CI

Clip & Caulk Installation System with Omega CI

Tech Support: 800.523.2347
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 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 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
- Fabrication
- Take-Offs
- Shop Drawings
- Field Training

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 to see our full Architectural Project Portfolio.
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.
   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
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
OWN YOUR NICHE WITH NICHIHA.

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.
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.
USEFUL TIP
Add the finishing touches to your next project with our Essential Flashing on page 32.
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.
LOOK FOR THIS ICON
You’ll see this icon next to the products available in Color Xpressions: Illumination, Ribbed, Latura V-Groove and TuffBlock.
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.
### ILLUMINATION™ SPECS

<table>
<thead>
<tr>
<th></th>
<th>AWP 1818</th>
<th>AWP 3030</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIMENSIONS (ACTUAL MM)</td>
<td>17-7/8” H x 71-9/16” L (455MM H x 1818MM L)</td>
<td>17-7/8” H x 119-5/16” L (455MM H x 3030MM L)</td>
</tr>
<tr>
<td>THICKNESS (ACTUAL MM)</td>
<td>5/8” (16MM)</td>
<td>5/8” (16MM)</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER PANEL)</td>
<td>35.2</td>
<td>57.2</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER SQ. FT.)</td>
<td>3.9</td>
<td>3.8</td>
</tr>
<tr>
<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
<td>8.88 SQ. FT.</td>
<td>14.81 SQ. FT.</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
<td>2 (17.76 SQ. FT.)</td>
<td>2 (29.62 SQ. FT.)</td>
</tr>
</tbody>
</table>

**CUSTOM HUES MEET MODERN DESIGN**
With Color Xpressions, Illumination panels are available in an array of custom colors.

**THIS IS THE PRODUCT WE ARE SELECTING - COLOR MATCHED TO VINTAGEWOOD “BARK”**

![ILLUMINATION Custom Color](image1)

![ILLUMINATION Custom Color | VINTAGEWOOD Cedar](image2)
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
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: Miraia panels are only available with metal trim corner options. Prefinished corners are not available. See page 35 for more information.

MIRAIA SPECS

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™, 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.
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.

**CUSTOM HUES MEET MODERN DESIGN**
With Color Xpressions, Ribbed panels are available in an array of custom colors. Learn more on page 6.

**RIBBED SPECS**

<table>
<thead>
<tr>
<th>AWP 3030</th>
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<tbody>
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<tr>
<td><strong>THICKNESS (ACTUAL MM)</strong></td>
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<td><strong>WEIGHT (LBS. PER PANEL)</strong></td>
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<td><strong>WEIGHT (LBS. PER SQ. FT.)</strong></td>
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<td><strong>EXPOSED COVERAGE (SQ. FT. PER PANEL)</strong></td>
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<tr>
<td><strong>PACKAGING (PIECES PER PACK)</strong></td>
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AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.

**NOVENARY SPECS**

<table>
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<th>AWP 1818</th>
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<tbody>
<tr>
<td><strong>DIMENSIONS (ACTUAL MM)</strong></td>
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<tr>
<td><strong>THICKNESS (ACTUAL MM)</strong></td>
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<tr>
<td><strong>TILE SIZE</strong></td>
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<tr>
<td><strong>WEIGHT (LBS. PER PANEL)</strong></td>
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<tr>
<td><strong>EXPOSED COVERAGE (SQ. FT. PER PANEL)</strong></td>
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<tr>
<td><strong>PACKAGING (PIECES PER PACK)</strong></td>
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</table>

AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.
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.
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.

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 Custom Color
LATURA V-GROOVE White + Custom Color
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.
CUSTOM HUES MEET MODERN DESIGN

With Color Xpressions, TuffBlock is now available in an array of custom colors. Learn more on page 6.
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.
### VintageWood Specs

<table>
<thead>
<tr>
<th></th>
<th>AWP 1818</th>
<th>AWP 3030</th>
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<tbody>
<tr>
<td><strong>Dimensions (Actual MM)</strong></td>
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<td>5/8&quot; (16MM)</td>
</tr>
<tr>
<td><strong>Weight (LBS. Per Panel)</strong></td>
<td>34.8</td>
<td>57.3</td>
</tr>
<tr>
<td><strong>Weight (LBS. Per SQ. FT.)</strong></td>
<td>3.9</td>
<td>3.8</td>
</tr>
<tr>
<td><strong>Exposed Coverage (SQ. FT. Per Panel)</strong></td>
<td>8.88 SQ. FT.</td>
<td>14.81 SQ. FT.</td>
</tr>
<tr>
<td><strong>Packaging (Pieces Per Pack)</strong></td>
<td>2 [17.76 SQ. FT.]</td>
<td>2 [29.62 SQ. FT.]</td>
</tr>
</tbody>
</table>

- AWP 1818 can be installed horizontally.  
- AWP 3030 can be installed horizontally or vertically.

**Design Tip:** Achieve the organic staggered look you love with our VintageWood 1818 panels, measuring nearly 6 feet in length.
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**

ROUGHSAWN SPECS

<table>
<thead>
<tr>
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<td>WEIGHT (LBS. PER PANEL)</td>
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<tr>
<td>WEIGHT (LBS. PER SQ. FT.)</td>
</tr>
<tr>
<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
</tr>
</tbody>
</table>

*AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.*

RIFTSAWN

- **PECAN**
- **CHESTNUT**

RIFTSAWN SPECS

<table>
<thead>
<tr>
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<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
</tr>
</tbody>
</table>

*AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.*

AWP 3030 can be installed horizontally or vertically.

AWP 1818 can only be installed horizontally.
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

**NATURA SPECS**

<table>
<thead>
<tr>
<th>Feature</th>
<th>AWP 1818</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIMENSIONS (ACTUAL MM)</strong></td>
<td>17-7/8” H x 71-9/16” L (455MM H x 1818MM L)</td>
</tr>
<tr>
<td><strong>THICKNESS (ACTUAL MM)</strong></td>
<td>5/8” (16MM)</td>
</tr>
<tr>
<td><strong>WEIGHT (LBS. PER PANEL)</strong></td>
<td>40.02</td>
</tr>
<tr>
<td><strong>WEIGHT (LBS. PER SQ. FT.)</strong></td>
<td>4.55</td>
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<tr>
<td><strong>EXPOSED COVERAGE (SQ. FT. PER PANEL)</strong></td>
<td>8.88 SQ. FT.</td>
</tr>
<tr>
<td><strong>PACKAGING (PIECES PER PACK)</strong></td>
<td>2 [17.76 SQ. FT.]</td>
</tr>
</tbody>
</table>

## NatUra Rustic White

## At a Glance

Here’s a look at the differences between our Wood Series products.

<table>
<thead>
<tr>
<th><strong>VINTAGEWOOD</strong></th>
<th>AWP 1818 &amp; AWP 3030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three planks, full width of panel</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ROUGHSAWN</strong></th>
<th>AWP 3030 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four planks, consistent heights but staggered horizontally</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>RIFTSAWN</strong></th>
<th>AWP 1818 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>One plank with a darker reveal at the top</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>NATURA</strong></th>
<th>AWP 1818 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four planks, varied heights and staggered horizontally</td>
<td></td>
</tr>
</tbody>
</table>
Taking concrete to unexpected places.

Designed to mimic the natural textures of concrete, our lightweight 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 SPECS & INDUSTRIALBLOCK SPECS

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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</tr>
<tr>
<td></td>
<td>(455MM H x 3030MM L)</td>
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<td>THICKNESS (ACTUAL MM)</td>
<td>5/8” (16MM)</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER PANEL)</td>
<td>57.3</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER SQ. FT.)</td>
<td>3.8</td>
</tr>
<tr>
<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
<td>14.81 SQ. FT.</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
<td>2 [29.62 SQ. FT.]</td>
</tr>
</tbody>
</table>

**AWP 3030 CAN BE INSTALLED HORIZONTALLY OR VERTICALLY.**

### CORBOSA SPECS

<table>
<thead>
<tr>
<th></th>
<th>AWP 1818</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIMENSIONS (ACTUAL MM)</td>
<td>17-7/8” H x 71-9/16” L</td>
</tr>
<tr>
<td></td>
<td>(455MM H x 1818MM L)</td>
</tr>
<tr>
<td>THICKNESS (ACTUAL MM)</td>
<td>5/8” (16MM)</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER PANEL)</td>
<td>40</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER SQ. FT.)</td>
<td>4.5</td>
</tr>
<tr>
<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
<td>8.88 SQ. FT.</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
<td>2 [17.76 SQ. FT.]</td>
</tr>
</tbody>
</table>

**AWP 1818 CAN ONLY BE INSTALLED HORIZONTALLY.**
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.
<table>
<thead>
<tr>
<th>Brick Series</th>
<th>Model</th>
<th>Spec Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>VINTAGEBRICK™</td>
<td>AWP 1818</td>
<td>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.]</td>
</tr>
<tr>
<td>CANYONBRICK™</td>
<td>AWP 1818</td>
<td>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.]</td>
</tr>
<tr>
<td>MODERNBRICK™</td>
<td>AWP 1818</td>
<td>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.]</td>
</tr>
</tbody>
</table>
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 SPECS**

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIMENSIONS (ACTUAL MM)</td>
<td>17-7/8&quot; H x 71-9/16&quot; L (455MM H x 1818MM L)</td>
</tr>
<tr>
<td>THICKNESS (ACTUAL MM)</td>
<td>3/4&quot; (18MM)</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER PANEL)</td>
<td>39.68</td>
</tr>
<tr>
<td>WEIGHT (LBS. PER SQ. FT.)</td>
<td>4.41</td>
</tr>
<tr>
<td>EXPOSED COVERAGE (SQ. FT. PER PANEL)</td>
<td>8.88 SQ. FT.</td>
</tr>
<tr>
<td>PACKAGING (PIECES PER PACK)</td>
<td>2 [17.76 SQ. FT.]</td>
</tr>
</tbody>
</table>

**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.
ESSENTIAL FLASHING

Create a clean, polished look for your building with the highest level of precision.

**OVERHANG FLASHING (10') - JOH7288**
Used at the base of overhangs, bump-outs or porte-cochères.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (L.N. FT. PER BOX)</td>
<td>40</td>
</tr>
</tbody>
</table>

**OVERHANG FLASHING INSIDE CORNER - JOH7288D**
Used in conjunction with Overhang Flashing at inside corners.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (PCS PER PACK)</td>
<td>2</td>
</tr>
</tbody>
</table>

**OVERHANG FLASHING OUTSIDE CORNER - JOH7288B**
Used in conjunction with Overhang Flashing at outside corners.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (PCS PER PACK)</td>
<td>2</td>
</tr>
</tbody>
</table>

**OVERHANG FLASHING CLIP - JOH7288S**
Placed at seams where Overhang Flashing and corners meet.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (PCS PER PACK)</td>
<td>1</td>
</tr>
</tbody>
</table>

**STARTER FLASHING (10') - FTD4788**
Used in conjunction with the Ultimate Horizontal/Vertical Starter Tracks at the bottom of a building.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (L.N. FT. PER BOX)</td>
<td>50</td>
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</tbody>
</table>

**STARTER FLASHING OUTSIDE CORNER - FTD4788B**
Used in conjunction with Starter Flashing at outside corners.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (PCS PER PACK)</td>
<td>4</td>
</tr>
</tbody>
</table>

**STARTER FLASHING INSIDE CORNER - FTD4788D**
Used in conjunction with Starter Flashing at inside corners.

<table>
<thead>
<tr>
<th>Thickness</th>
<th>10MM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packaging (PCS PER PACK)</td>
<td>4</td>
</tr>
</tbody>
</table>

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 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.

**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.

**SINGLE FLANGE SEALANT BACKER (6.5') - 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.

**DOUBLE FLANGE SEALANT BACKER (10') - FH1015R**
Used for vertical jambs at doors and windows and at inside corners of the building.

**CORRUGATED SHIM (4') - FS1005 & FS1010**
Used for face fastening where required (top of building, doors, windows, etc.)

**CORNER CLIP - JE777C* & JE787C**
Corner clip for the preformed Nichiha fiber cement corners.

**CORNERS**
Prefinished corners are used in conjunction with horizontal panel installation.

*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 | 3” x 10’ |
| (NOM. FT. – ACTUAL MM) | (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 | 2.96” x 10’ |
| (NOM. FT. – ACTUAL MM) | (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 | 3.4” x 10’ |
| (NOM. FT. – ACTUAL MM) | (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 | 2” x 10’ |
| (NOM. FT. – ACTUAL MM) | (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 | 0.375” x 10’ |
| (NOM. FT. – ACTUAL MM) | (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.

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.
Behind our Architectural Wall Panels is SOME SERIOUS TECHNOLOGY.

EASY INSTALLATION
Time-saving clip installation system that reduces construction time and minimizes mistakes.

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.

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.

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 RAINFOIL
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.
Never underestimate the power of REALLY GOOD TOOLS.

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

**INSTALL DOCUMENTATION**

Take an even deeper dive and download our in-depth installation guides.

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

**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
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.

CERTIFICATION & TESTING

| Certification | Testing
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Canada CCMC 14366-R</td>
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<td>WUI 8140-2029</td>
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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, snipping 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 and cdc.gov/niosh/topics/silica. The MSDS for Nichiha products are available at nichiha.com, at your local Nichiha dealer or call Nichiha direct, toll-free 1.866.424.4421.

ARCHITECTURALBLOCK, CANYONBRICK, EMPIREBLOCK, ILLUMINATION, INDUSTRIALBLOCK, KURASTONE, PLYMOUTHBRICK, MIRAIA, 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 | NICHIA.COM

NOTE: Printed material may not accurately depict actual product color. Project images are for visualization only.

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ALDI Retail Facility

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):
   6. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference
C. Florida Building Code - Test Protocol HVHZ
   1. Testing Application Standard (TAS) 201, 202, 203 – Impact Test Procedures
D. National Fire Protection Association (NFPA):

1.4 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,

1. Basis of Design Product: Nichiha Illumination Series
   a. Profile colors: See drawings.
   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.

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*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.


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 kW/m2 ± 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, ½” 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.
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).
   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/](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.

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:
   b. AFG Industries, Inc.
   c. Guardian Industries Corp.
   e. Approved Equal.

2. Glass: Clear float.


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.
   4. Ceramic frit color: Oldcastle “Charcoal”.
   5. Winter Nighttime 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
   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.
   4. Low-E Coating: Sputter-coating (vacuum deposition process) on second surface.
   5. Interspace Content: Air.
   6. Indoor Lite: Fully tempered float glass.
   8. Winter Nighttime U-Factor: 0.238 maximum.
   9. Summer Daytime U-Factor: 0.209 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.
   8. Winter Nighttime U-Factor: 0.29 maximum.
   9. Summer Daytime U-Factor: 0.29 maximum.
   10. Solar Heat Gain Coefficient: 0.38 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
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280-284 SMOOTH

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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
LOOKING WHERE TO BUY BRICK?

Find Your Local Distributor
### 8532 VELOUR

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**Sizes**

**Specs**
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Find Your Local Distributor
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
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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:

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.
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.


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:

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.
   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 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.
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.
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.
**POLYCARBONATE Sheet Products**

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

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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
SUNPAK™
SUNPOL®
SUNSCAPE®
SUNSKY®
SUNTOP®
SUNTUF®
SUNTUF® PLUS
THERMAGLAS™
THERMAGLAS™ OPAQUE

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®, SUNPAK™, 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
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Tel: +972 4 8459 900
Fax: +972 4 8444 012
E-mail: palram@palram.com
Web: www.palram.com

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Tel: +44 1302 380738
Fax: +44 1302 380739

Americas - Palram 2000
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
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. CO₂ 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 Firefighters
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 diarylcarboxylics.
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.
### 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

<table>
<thead>
<tr>
<th>Protection</th>
<th>Protection Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respiratory protection</td>
<td>No special protection needed</td>
</tr>
<tr>
<td>Hand protection / protection gloves</td>
<td>No special protection needed</td>
</tr>
<tr>
<td>Eye protection</td>
<td>No special protection needed</td>
</tr>
<tr>
<td>Other protective equipment/measures</td>
<td>No special protection needed</td>
</tr>
</tbody>
</table>

### 9. Physical Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appearance</td>
<td>Flat or corrugated plastic sheets</td>
</tr>
<tr>
<td>Physical State</td>
<td>Solid</td>
</tr>
<tr>
<td>Color</td>
<td>Clear or colored</td>
</tr>
<tr>
<td>Odor</td>
<td>None</td>
</tr>
<tr>
<td>Density</td>
<td>1.2 gr/cm³</td>
</tr>
<tr>
<td>Change In State</td>
<td>T&lt;sub&gt;g&lt;/sub&gt;=140-150°C, DSC according to ASTM D 792</td>
</tr>
<tr>
<td>Boiling Point, 760 Hg</td>
<td>None</td>
</tr>
<tr>
<td>Viscosity</td>
<td>Not relevant</td>
</tr>
<tr>
<td>Solubility In Water</td>
<td>None</td>
</tr>
<tr>
<td>Ph Value</td>
<td>Not relevant</td>
</tr>
<tr>
<td>Flash Point</td>
<td>&gt;450°C ASTM D 1929</td>
</tr>
<tr>
<td>Autoignition Temp.</td>
<td>&gt;650°C ASTM D 1921</td>
</tr>
<tr>
<td>Flammability Limit</td>
<td>None</td>
</tr>
<tr>
<td>Explosion Limits</td>
<td>None</td>
</tr>
<tr>
<td>Evaporation Rate</td>
<td>Not relevant</td>
</tr>
<tr>
<td>Percent Volatiles</td>
<td>Not relevant</td>
</tr>
</tbody>
</table>
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 (CO₂) 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 LD₅₀ > 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 LD₅₀ (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 LD₅₀ (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
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 Riscs
No hazard expectation to terrestrial or aquatic flora and fauna.

Ecotoxicity : LD_{50} (rats) > 5 gr/kg
Aquatic toxicity : LC_{50} (daphnia magna) - no data available
LC_{50} (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.
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

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/m³.

United States Federal Regulations


No substances are subject to TSCA 12(b) export notification requirements.

US. EPA CERCLA Hazardous Substances (40 CFR 302) Components:

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


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:

<table>
<thead>
<tr>
<th>Weight Percent</th>
<th>Components</th>
<th>CAS-No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;1%</td>
<td>Bisphenol A Polycarbonate</td>
<td>25971-63-5</td>
</tr>
<tr>
<td>&gt;=1%</td>
<td>Bisphenol A Polycarbonate</td>
<td>CAS# is a trade secret</td>
</tr>
</tbody>
</table>

Massachusetts Right to Know Extraordinarily Hazardous Substance List:

<table>
<thead>
<tr>
<th>Weight Percent</th>
<th>Components</th>
<th>CAS-No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;=3 ppm</td>
<td>Methylene Chloride</td>
<td>75-09-2</td>
</tr>
</tbody>
</table>

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
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

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.

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E-mail: palram@palram.com
Web: www.palram.com

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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 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.
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
## Content

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</table>
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).

<table>
<thead>
<tr>
<th>Property</th>
<th>SUNGLAZE™ 3/600</th>
<th>SUNGLAZE™ 4/600</th>
<th>SUNGLAZE™ 4/800</th>
<th>SUNGLAZE™ 6/800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center to center width</td>
<td>23.625” (600mm)</td>
<td>23.625” (600mm)</td>
<td>800mm (31.5”)</td>
<td>31.5” (800mm)</td>
</tr>
<tr>
<td>Panel width</td>
<td>22.99” (584mm)</td>
<td>23.03” (585mm)</td>
<td>785mm (30.905”)</td>
<td>30.905” (785mm)</td>
</tr>
<tr>
<td>Height</td>
<td>0.787” (20mm)</td>
<td>0.827” (21mm)</td>
<td>21mm (0.827”)</td>
<td>0.827” (21mm)</td>
</tr>
<tr>
<td>Area weight</td>
<td>0.776 lb/ft² (3.79 Kg/m²)</td>
<td>1.034 lb/ft² (5.05 Kg/m²)</td>
<td>4.98 Kg/m² (1.02 lb/ft²)</td>
<td>1.526 lb/ft (7.453 Kg/m²)</td>
</tr>
<tr>
<td>Linear meter weight</td>
<td>1.476 lb/ft (2.20 Kg/m)</td>
<td>1.972 lb/ft (2.94 Kg/m)</td>
<td>3.90 Kg/m (2.616 lb/ft)</td>
<td>3.997 lb/ft (5.96 Kg/m)</td>
</tr>
<tr>
<td>Min. cold bending radius*</td>
<td>160” (4m)</td>
<td>160” (4m)</td>
<td>160” (4m)</td>
<td>160” (4m)</td>
</tr>
<tr>
<td>System weight</td>
<td>4.118 lb/ft (6.14 Kg/m)</td>
<td>4.963 lb/ft (7.40 Kg/m)</td>
<td>4.514 lb/ft (6.73 Kg/m)</td>
<td>6.204 lb/ft (9.25 Kg/m)</td>
</tr>
</tbody>
</table>

* Sunglaze aluminum profiles must be roll formed separately to the desired radius, not below a minimum radius of 4m.

Colors

<table>
<thead>
<tr>
<th>Color</th>
<th>% Light Transmission ASTM D-1003</th>
<th>%Haze ASTM D-1003</th>
<th>Solar Heat Gain (SHGC) ASTM E-424-71</th>
<th>Shading Coefficient ASTM E-424-71</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear</td>
<td>90</td>
<td>&lt;1</td>
<td>0.87</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>&lt;1</td>
<td>0.45</td>
<td>0.52</td>
</tr>
<tr>
<td>Bronze</td>
<td>35</td>
<td>&lt;1</td>
<td>0.56</td>
<td>0.64</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>&lt;1</td>
<td>0.65</td>
<td>0.75</td>
</tr>
<tr>
<td>Grey</td>
<td>35</td>
<td>&lt;1</td>
<td>0.56</td>
<td>0.64</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>&lt;1</td>
<td>0.65</td>
<td>0.75</td>
</tr>
<tr>
<td>White Opal</td>
<td>28</td>
<td>100</td>
<td>0.30</td>
<td>0.35</td>
</tr>
<tr>
<td>White Diffuser</td>
<td>80</td>
<td>100</td>
<td>0.87</td>
<td>1.00</td>
</tr>
<tr>
<td>Solar Ice</td>
<td>20</td>
<td>100</td>
<td>0.39</td>
<td>0.45</td>
</tr>
<tr>
<td>Solar Control</td>
<td>20</td>
<td>67</td>
<td>0.37</td>
<td>0.42</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>50</td>
<td>0.41</td>
<td>0.47</td>
</tr>
<tr>
<td>Solar Olympic</td>
<td>35</td>
<td>35</td>
<td>0.52</td>
<td>0.60</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>20</td>
<td>0.63</td>
<td>0.73</td>
</tr>
<tr>
<td>Smart Green</td>
<td>70</td>
<td>26</td>
<td>0.60</td>
<td>0.69</td>
</tr>
<tr>
<td>Smart Blue</td>
<td>50</td>
<td>26</td>
<td>0.57</td>
<td>0.65</td>
</tr>
<tr>
<td>Bluish Breeze</td>
<td>70</td>
<td>1</td>
<td>0.55</td>
<td>0.63</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Thickness (inch)</th>
<th>SUNGLAZE™ U Value Btu / (hr•ft²•°F)</th>
<th>Glass U Value Btu / (hr•ft²•°F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.125” (3mm)</td>
<td>0.96</td>
<td>1.02</td>
</tr>
<tr>
<td>0.156” (4mm)</td>
<td>0.93</td>
<td>1.01</td>
</tr>
<tr>
<td>0.236” (6mm)</td>
<td>0.89</td>
<td>0.97</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Test</th>
<th>ASTM Standard</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self ignition</td>
<td>D-1929</td>
<td>1162°F</td>
</tr>
<tr>
<td>Smoke density</td>
<td>D-2843</td>
<td>&lt;75%</td>
</tr>
<tr>
<td>Burn extent</td>
<td>D-635</td>
<td>CC1</td>
</tr>
<tr>
<td>Flame spread / smoke</td>
<td>E-84</td>
<td>Class B</td>
</tr>
</tbody>
</table>

*For more detailed information please contact your Palram distributor.
Typical Physical Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Method**</th>
<th>Conditions</th>
<th>Units</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Density</td>
<td>D-792</td>
<td></td>
<td>g/cm³</td>
<td>1.2</td>
</tr>
<tr>
<td>Tensile modulus of elasticity</td>
<td>D-638</td>
<td>0.4 inch/min</td>
<td>psi</td>
<td>333,550</td>
</tr>
<tr>
<td>Flexural strength</td>
<td>D-790</td>
<td>0.4 inch/min</td>
<td>psi</td>
<td>13,500</td>
</tr>
<tr>
<td>Flexural modulus</td>
<td>D-790</td>
<td>0.5 inch/min</td>
<td>psi</td>
<td>377,100</td>
</tr>
<tr>
<td>Notched impact strength izod</td>
<td>D-256</td>
<td>73°F (23°C)</td>
<td>J/m</td>
<td>800</td>
</tr>
<tr>
<td>Impact falling dart</td>
<td>ISO 6603/1d</td>
<td>0.125&quot; sheet (3mm)</td>
<td>J</td>
<td>158</td>
</tr>
<tr>
<td>Impact - fall through</td>
<td>E-695</td>
<td></td>
<td>ft / lbs</td>
<td>500</td>
</tr>
<tr>
<td>Charpy Impact after Xenon Arc Exposure (D-6110)</td>
<td>D-2565-08</td>
<td>3000 hrs</td>
<td>% Loss of Impact Strength</td>
<td>&lt;10</td>
</tr>
<tr>
<td>Thermal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HDT (Heat Deflection Temperature)</td>
<td>D-648</td>
<td>Load: 264psi (1.82Mpa)</td>
<td>°F</td>
<td>266</td>
</tr>
<tr>
<td>Vicat softening temperature</td>
<td>D-1525</td>
<td>Load: 2.2lb (1kg)</td>
<td>°F</td>
<td>302</td>
</tr>
<tr>
<td>Service temperature - Short term</td>
<td></td>
<td></td>
<td>°F</td>
<td>-58 to 248</td>
</tr>
<tr>
<td>Service temperature - Long term</td>
<td></td>
<td></td>
<td>°F</td>
<td>-58 to 212</td>
</tr>
<tr>
<td>Coefficient of linear thermal expansion</td>
<td>D-696</td>
<td>Inch/Inch °F</td>
<td>3.6 x 10⁻⁵</td>
<td></td>
</tr>
<tr>
<td>Thermal conductivity</td>
<td>C-177</td>
<td>Btu-in/hr-ft² °F</td>
<td>1.46</td>
<td></td>
</tr>
<tr>
<td>Specific heat capacity</td>
<td>C-351</td>
<td></td>
<td>Btu/lb °F</td>
<td>0.31</td>
</tr>
<tr>
<td>Weathering</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Color change</td>
<td>D-2244</td>
<td>60 months</td>
<td>∆E</td>
<td>&lt;3</td>
</tr>
<tr>
<td>Yellowing index</td>
<td>E-313</td>
<td>60 months</td>
<td>∆Yellowness Index</td>
<td>&lt;10</td>
</tr>
<tr>
<td>Light transmission</td>
<td>D-1003</td>
<td>10 years</td>
<td>%</td>
<td>&lt;6</td>
</tr>
<tr>
<td>Leakage / Structural</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water leakage</td>
<td>E-283</td>
<td>20 psf</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>Air leakage</td>
<td>E-331</td>
<td>6.24 psf</td>
<td>cfm/ft²</td>
<td>0.05</td>
</tr>
<tr>
<td>Uniform load</td>
<td>E-330</td>
<td></td>
<td>psf</td>
<td>+140 / -45</td>
</tr>
</tbody>
</table>

*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.

<table>
<thead>
<tr>
<th>Thickness (inch)</th>
<th>Acoustic Insulation DIN 52210-75 RW (db)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.125&quot; (3mm)</td>
<td>23</td>
</tr>
<tr>
<td>0.156&quot; (4mm)</td>
<td>24</td>
</tr>
<tr>
<td>0.236&quot; (6mm)</td>
<td>26</td>
</tr>
</tbody>
</table>
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 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

<table>
<thead>
<tr>
<th>Component</th>
<th>Part No.</th>
<th>Drawing</th>
<th>Suppliance Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>0404 (3 &amp; 4mm)</td>
<td></td>
<td>Length: Up to 236.22” Finish: Grey paint</td>
</tr>
<tr>
<td></td>
<td>0406 (6mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cap</td>
<td>0503 (3mm)</td>
<td></td>
<td>Length: Up to 236.22” Finish: Grey paint</td>
</tr>
<tr>
<td></td>
<td>0504 (4mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0506 (6mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cap Plug</td>
<td>06 (3, 4 &amp; 6mm)</td>
<td></td>
<td>Length: Up to 236.22” Finish: Grey paint</td>
</tr>
<tr>
<td>End Closure for SUNGLAZE 3/600 (0.125”)</td>
<td>07</td>
<td></td>
<td>Quantity: 100 Pcs/Box Finish: Mill (Natural)</td>
</tr>
<tr>
<td>4mm (0.156”) End Closure for SUNGLAZE 4/600 and 4/800</td>
<td>08</td>
<td></td>
<td>Quantity: 100 Pcs/Box Finish: Mill (Natural)</td>
</tr>
<tr>
<td>6mm (0.25”) End Closure for SUNGLAZE 6/800</td>
<td>09</td>
<td></td>
<td>Quantity: 500 Units/Box</td>
</tr>
<tr>
<td>Galvanized Steel Fixing Screw</td>
<td>10</td>
<td></td>
<td>Quantity: 500 Pcs/Box</td>
</tr>
<tr>
<td>Pan cross head self-drilling screw 4.8x19mm (#10x3/4”)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Galvanized Steel Locking Screw</td>
<td>11</td>
<td></td>
<td>Quantity: 500 Pcs/Box</td>
</tr>
<tr>
<td>Pan cross head tapping screw 5.5x19mm (#12x3/4”)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Galvanized Steel Locking Screw</td>
<td>12</td>
<td></td>
<td>Quantity: 500 Pcs/Box</td>
</tr>
<tr>
<td>Pan cross head tapping screw 5.5x25mm (#12x1”)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>Type</th>
<th>Rafter Centers</th>
<th>SUNGLAZE™ 3/600</th>
<th>SUNGLAZE™ 4/600 and 4/800</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/600</td>
<td>23.622&quot; (600mm)</td>
<td>0.125&quot; (3mm)</td>
<td>23.625&quot;</td>
</tr>
<tr>
<td>4/600</td>
<td>23.622&quot; (600mm)</td>
<td>0.156&quot; (4mm)</td>
<td>23.625&quot; or 31.5&quot;</td>
</tr>
<tr>
<td>4/800</td>
<td>31.496&quot; (800mm)</td>
<td>1.26&quot; (32mm)</td>
<td>1.33&quot; (34mm)</td>
</tr>
</tbody>
</table>

**Maximum Spans Between Purlins**

<table>
<thead>
<tr>
<th>Type</th>
<th>Rafter Centers</th>
<th>15 psf (75kg/m²)</th>
<th>20 psf (100kg/m²)</th>
<th>26 psf (125kg/m²)</th>
<th>31 psf (150kg/m²)</th>
<th>36 psf (175kg/m²)</th>
<th>41 psf (200kg/m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/600</td>
<td>23.622&quot; (600mm)</td>
<td>36&quot; (900mm)</td>
<td>32.8&quot; (820mm)</td>
<td>30.4&quot; (760mm)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4/600</td>
<td>23.622&quot; (600mm)</td>
<td>36&quot; (900mm)</td>
<td>32.8&quot; (820mm)</td>
<td>30.4&quot; (760mm)</td>
<td>28.8&quot; (720mm)</td>
<td>27.2&quot; (680mm)</td>
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<tr>
<td>4/800</td>
<td>31.496&quot; (800mm)</td>
<td>32.8&quot; (820mm)</td>
<td>29.8&quot; (745mm)</td>
<td>27.6&quot; (690mm)</td>
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**Multi-Span**

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<tr>
<th>Type</th>
<th>Rafter Centers</th>
<th>Mid-Span (mm)</th>
<th>Multi-Span</th>
<th>End-Span (mm)</th>
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<tbody>
<tr>
<td>3/600</td>
<td>23.622&quot; (600mm)</td>
<td>61.6&quot; (1540mm)</td>
<td>56&quot; (1400mm)</td>
<td>52&quot; (1300mm)</td>
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<tr>
<td>4/600</td>
<td>23.622&quot; (600mm)</td>
<td>61.6&quot; (1540mm)</td>
<td>56&quot; (1400mm)</td>
<td>52&quot; (1300mm)</td>
</tr>
<tr>
<td>4/800</td>
<td>31.496&quot; (800mm)</td>
<td>56&quot; (1400mm)</td>
<td>51&quot; (1275mm)</td>
<td>47.2&quot; (1180mm)</td>
</tr>
</tbody>
</table>

**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.

**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 than 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 (21m/s).

Note: Warranties only apply to installations and maintenance that follow Palram installation instructions and specifications.
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.
2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
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.

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.
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.
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

GENERAL INFORMATION

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<tr>
<th><strong>Applicant:</strong></th>
<th>Josh K Tiller</th>
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<tr>
<td><strong>Address/Parcel Number:</strong></td>
<td>No address on parcel, R100 029 008 0057 0000</td>
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<td><strong>Applicant's Request:</strong></td>
<td>To Rezone the site to T4-N from C3NMU-Neighborhood Mixed Use (County zoning)</td>
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<td><strong>Current Zoning:</strong></td>
<td>C3NMU-Neighborhood Mixed Use (County zoning)</td>
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ZONING DISTRICT INFORMATION

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<td><strong>Lot Width at Setback:</strong></td>
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<td><strong>Max Lot Coverage:</strong></td>
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<tr>
<td><strong>Min. Frontage Build Out:</strong></td>
</tr>
<tr>
<td><strong>Front Setback:</strong></td>
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<tr>
<td><strong>Side Setback:</strong></td>
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<tr>
<td><strong>Rear Setback:</strong></td>
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<tr>
<td><strong>Building Height:</strong></td>
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SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

<p>| | | |</p>
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<tr>
<td><strong>Adjacent Zoning</strong></td>
<td><strong>Adjacent Land Uses</strong></td>
<td><strong>Setbacks for Adjacent Zoning /Buffer required if rezoned</strong></td>
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<tr>
<td>North: C3NMU (County)</td>
<td>Single Family Dwellings</td>
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<tr>
<td>South: T4-N (City)</td>
<td>Forested parcel</td>
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</tr>
<tr>
<td>East: C3NMU (County)</td>
<td>Forested parcel</td>
<td>N/A</td>
</tr>
<tr>
<td>West: T4-N (City)</td>
<td>Forested parcel</td>
<td>N/A</td>
</tr>
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</table>

**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 029 008 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.
**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.

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**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

OFFICE USE ONLY: Date Filed: 2/10 Application #: 26980 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 6-39-1145 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 029 008 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 ( ) 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. 05, 2022

This form is also available online at www.cityofbeaufort.org