

# **DEVELOPMENT AGREEMENT AND PLANNED DEVELOPMENT AMENDMENT REQUESTS:**

**ZREZ-09-19-00107 & ZDA-09-19-00101**

- Case History
- Presentation
- PD Documents
- Public Input

**Post & Courier**

**CHARLESTON COUNTY COUNCIL PUBLIC HEARING**  
**Tuesday, January 21, 2020 & Tuesday, February 4, 2020 at 6:30 PM**

Charleston County Council will hold public hearings at 6:30 pm on January 21 and February 4, 2020, in County Council Chambers (second floor of Lonnie Hamilton, III Public Services Building, 4045 Bridge View Drive, N. Charleston, SC 29405) on proposed amendments to the Kiawah River Development Agreement and Planned Development (PD-143A).

For more details, visit [www.charlestoncounty.org](http://www.charlestoncounty.org) or contact the Charleston County Planning Department at (843) 202-7200. This Public Notice is in accordance with Section 6-29-760 of the Code of Laws of South Carolina.

Kristen L. Salisbury  
Clerk of Council

**KIAWAH RIVER DEVELOPMENT AGREEMENT AMENDMENT REQUEST (ZDA-09-19-00101) &  
PLANNED DEVELOPMENT (PD-143A) AMENDMENT REQUEST  
(ZREZ-09-19-00107)  
CASE HISTORY**

**Planning Commission Meeting #1: November 4, 2019  
Planning Commission Workshop & Meeting #2: December 9, 2019  
1<sup>st</sup> Public Hearing: January 21, 2020  
PPW Committee: January 30, 2020  
2<sup>nd</sup> Public Hearing & 1<sup>st</sup> Reading: February 4, 2020  
2<sup>nd</sup> Reading: February 25, 2020  
3<sup>rd</sup> Reading: March 10, 2020**

**CASE INFORMATION**

Location: 0 Bell Cove Rd; 600-6004 Bow Alley; 7900-7935 Flagship Ln; 9820-9844 Haven Loop; 2510-2588 Helmsman Rd; 8007 Jack Island Dr; 0-5815 Kiawah River Dr; 3305-3329 Knot Alley; and 1450-1482 Mizzen Alley

Parcel Identification (PID) Numbers: 212-00-00-001 and 212-00-00-005 through 212-00-00-103

Council Districts: 8 & 9

Property Size: 1,253.41 acres total (includes 240.91 acres of freshwater wetlands); 481.01 acres of OCRM Critical Line Area.

Application:

The applicant is requesting to amend the Kiawah River Development Agreement and Planned Development.

Comprehensive Plan and Zoning History:

Prior to 2009, the Development Agreement area was a single property that was split zoned. The majority of the property, approximately 810.22 acres of highland and freshwater wetland, was located in the Rural Area (zoned AG-8) and approximately 460.39 acres of highland and freshwater wetland was located in the Urban/Suburban Area (zoned R-4). However, the November 18, 2008 *Comprehensive Plan* assigned the entire parcel to the Rural Agricultural Future Land Use designation.

On December 22, 2009, County Council approved the Kiawah River Plantation Development Agreement ("Agreement") for PID# 212-00-00-001 (1,427.81 acres in size). The 25-year Agreement includes approval of a rezoning of the property from the Single Family Residential (R-4) District/Agricultural Preservation (AG-8) District to the Planned Development (PD-143) District. The Agreement, which was recorded on February 4, 2010, allows:

- A maximum of 1,285 dwelling units, of which up to 1,285 can be single family detached units (max. 227 on OCRM Critical Line), 320 can be single family attached units, and 320 can be multi-family units; up to 117 workforce housing units are required. Note that previous zoning would have allowed a gross density of up to 1,943 dwelling units.
- Up to 80,000 square feet of gross leasable area.
- Up to 450 guest rooms.
- A minimum of 635.31 acres of open space.
- Access to both Betsy Kerrison Pkwy and Mullet Hall Rd.

The Agreement requires annual reviews of the Agreement to ensure compliance, all of which have been completed since the 2009 adoption of the Agreement. It requires mitigation including paying "\$800,000 or the actual cost, whichever is lesser, towards the purchase of a ladder truck to service the *Real Property* for St. John's Fire District on or before obtaining a building permit for the construction of any building on the *Real Property* requiring a ladder truck according to the National Fire Prevention Association." The

Agreement also requires dedication of “three (3) highland acres of the *Real Property* at a mutually agreeable location(s)” for a substation(s) for the use of St. John’s Fire District, the Charleston County Sheriff’s Office, the Charleston County Magistrate’s Office, Charleston County EMS, and/or any other police, fire or EMS service which may acquire jurisdiction over the *Real Property*.

On January 6, 2015, County Council approved the *Comprehensive Plan Five-Year Review*. The approval included adjusting the Urban Growth Boundary through the subject property to follow the division between the areas approved in the Agreement for rural development intensities and the areas approved for suburban development intensities and assigning the subject property to the Planned Development Future Land Use category.

On May 24, 2018, the owner of the properties in the Development Agreement submitted applications to amend the Development Agreement and Planned Development. The proposed amendments, which are summarized below, were approved by County Council on October 9, 2018.

- Corrected the property owner information to reflect the acquisition of the property by Kiawah River Investment, LLC and the substitution of Kiawah River Investment, LLC as the Property owner as a result of the conveyance.
- Changed the community name from “Kiawah River Plantation” to “Kiawah River.”
- Updated the mailing addresses for the property owner and attorney.
- Revised the definitions of “Guest Room”, “Gross Leasable Area”, “Hotel”, “Inn”, “Lot Line, Front”, and “Plan”.
- Allowed the Property Owner to designate the Front and Rear Lot Lines when properties abut Open Space on one side and a Thoroughfare on the other and when properties have more than one Thoroughfare frontage.
- Revised the minimum front setbacks for accessory structures to change the requirement of “20’ + building setback” to “building setback” and correct table note reference numbers.
- Allowed one intrusion into the OCRM Critical Line setback and buffer (not to exceed 50’ in width) for an Open Space area as shown on proposed Exhibit 8.3, Village Green Conceptual Plan.
- Allowed the Property Owner to disturb and conduct activity within the OCRM Critical Line Buffer only as necessary to accomplish the saltwater wetlands mitigation approved by the US Army Corps of Engineers (USACOE). The USACOE approved impacting 0.79 acres of saltwater impoundments to facilitate necessary road footprints with a 2:1 ratio of mitigation (requires creation of 1.58 acres of saltwater resources by expanding an area within one of the on-site impoundment – Critical Pond 4).
- Clarified the application of the internal buffers.
- Added off-street parking requirements for “All Other Uses” (ARB to make the determination based upon the proposed criteria including, but not limited to, availability of on-street parking, non-vehicular access, etc.).
- Updated Exhibit 4.1, Framework Plan, to reflect revised conceptual plan.
- Deleted the requirement for Special Exception approval for Community Docks.

Parcel Information and Area Description:

Since the approval of the Agreement in 2009, the original parcel, PID# 212-00-00-001, has been subdivided into 99 parcels. The spine road and wastewater treatment facility have been constructed, as have numerous homes. Plans for a park/pavilion area, hotel, and swim club are currently being reviewed by staff.

Adjacent properties are zoned R-4, AG-8, AGR, and Planned Development. The subject property is surrounded by vacant parcels and parcels used for agriculture, residential, and institutional purposes. The southwestern portion of the subject property abuts the Kiawah River Estates subdivision (formerly known as Hope Plantation); the property to the north of the portion of the subject parcel that touches Betsy Kerrison Pkwy contains a church; and the property to the east of the subject property contains the Charleston County Equestrian Center. The Briar’s Creek subdivision is located to the east of the subject parcel.

Requested Amendments:

The applicant is requesting to amend the Agreement and associated exhibits and appendices, including the Planned Development, as follows:

- Allow up to 160 Retirement Housing Units in addition to the 1,285 Dwelling Units currently allowed. The Retirement Housing Units would be:
  - Located in the River Village (not in the Rural Residential or Bohicket Station).
  - In the form of single-family, multi-family, or townhomes.
  - Subject to the density limitations of the area in which they are placed.
  - Counted against the total number of Guest Rooms allowed (450 max.) based on the following formula: 1 Retirement Housing Unit = 0.5 Guest Rooms.
- Allow Accessory Uses (parking, etc.) for Hotels and Inns on other lots other than where the principal use is located.
- Exempt Sweet Gums, Laurel Oaks, and Water Oaks from the Grand Tree definition.
- Require inch per inch mitigation when healthy Laurel Oaks or Water Oaks are removed.
- Allow unlimited special events as accessory uses (without requiring zoning permits) when held on properties owned by the declarant under the Covenants, the ARB, a Hotel or Inn, and chapel.
  - Property owner shall provide special events calendars to safety services on a monthly basis.
  - Properties owned by other individuals would be subject to the requirements of ZLDR Art. 6.7, Special Events Use (added to the Development Agreement as Exhibit 4.2).
- Revise the Use Table to exclude Courts, Safety Services, Schools, Postal Service, and Amenity Center/Swim Club from the 80,000 SF cap on commercial space/gross leasable area.
- Provide that only 50% of the Gross Leasable Area of Self-Service Storage/Mini-Warehousing and Boat/RV Storage uses shall count against the 80,000 SF cap. These uses are exclusively for the use of the owners and tenants of the development.
- Allow variance applications to be submitted to the Board of Zoning Appeals for trees, setbacks, buffers, height, and maximum lot/building coverage. All other proposed changes or deviations require applications to amend the Development Agreement and Planned Development.
- Clarify the Waterfront Development Standards:
  - The 227 waterfront lots that are allowed include all types of residential lots/units and not just single-family detached units, but exclude Guest Rooms (Villas and Bed and Breakfasts).
  - A 35-foot average/15-foot minimum OCRM Critical Line Buffer is required for the development unless otherwise noted.
  - A 15-foot minimum OCRM Critical Line Buffer and 35-foot minimum OCRM Critical Line Setback is required for single-family detached development
  - The area formerly zoned AG-8 shall have a minimum 35-foot OCRM Critical Line Buffer and a 50-foot OCRM Critical Line Setback.
  - No OCRM Critical Line Buffer shall be required for the causeways on the property.
  - Installation of underground utilities shall be allowed subject to Site Plan Review approval, provided that the Property Owner submit a landscaping plan for the revegetation of the buffer along with a planting schedule for review and approval as part of the Site Plan Review process or Subdivision review process.
- Building Development Standards:
  - Allow application of the River Village Building Development Standards for single-family attached housing and duplexes in the Rural Residential area, subject to a cap of 175 such units in the Rural Residential Area.
  - Clarify that multi-family uses are not allowed in the Rural Residential Area.
  - Clarify that the front setback standards shall not apply to non-residential development in the River Village and Bohicket Station to allow more urban configurations.
  - Clarify that the respective per-acre maximum densities for Bohicket Station, River Village, and Rural Residential shall be calculated based on the total acreage of each area, not per subdivision plat or per lot.
- Require compliance with the right-of-way buffer regulations of the ZLDR only for the portion of the property that abuts Betsy Kerrison Pkwy.
- Internal Buffers:
  - Add instructions for application of Table 8.2, Internal Buffers.
  - Update and clarify table.
- Update the parking standards to include Retirement Housing and allow nearby on-street parking to be counted towards the off-street parking requirements for non-residential uses.
- Allow the ARB to create the architectural and landscaping requirements pursuant to the Architectural

Design Guidelines added to the Agreement in Exhibit 12.3.

- Clarify that the sign requirements of ZLDR Article 9.11 apply only to signs visible from Betsy Kerrison Pkwy and Mullet Hall Rd. All other signs shall be reviewed and approved by the ARB.
- Amend the definitions of: Accessory Use (as noted above), Grand Tree (as noted above), Retirement Housing, and Retirement Housing Unit.

Municipalities Notified/Response: The City of Charleston, Town of James Island, Town of Kiawah Island, City of North Charleston, and Town of Seabrook Island were notified of the request, but have not responded.

Public Input: No public input has been received at this stage.

**STAFF RECOMMENDATION – NOVEMBER 4, 2019 PLANNING COMMISSION MEETING:**  
**APPROVAL WITH CONDITIONS\***

***\*Note: Prior to the December Planning Commission Workshop & Meeting, the applicant addressed all staff recommended conditions of approval in the Development Agreement and Planned Development documents; therefore, staff's recommendation changed to approval for the December 9, 2019 Planning Commission Workshop & Meeting.***

The proposed amendments to the Agreement comply with the requirements of the South Carolina Local Government Development Agreement Act and all development thus far is in compliance with the approved Agreement. The proposed amendments also comply with ZLDR Section §4.23.9 E (9), PD Development Plan Approval Criteria (may be approved only if County Council determines that the following criteria are met):

- A. The PD Development Plan complies with the standards contained in this Article;  
*The proposed amendments are consistent with the standards of the Planned Development Zoning District article. Therefore, this criterion is met.*
- B. The development is consistent with the intent of the *Comprehensive Plan* and other adopted policy documents; and  
*The proposed amendments are consistent with the intent of the Comprehensive Plan and other adopted policy documents. No changes in open space requirements are proposed and the addition of the Retirement Housing Units is off-set by a reduction in the number of Guest Rooms. The amendments update and clarify the development standards to enable the Traditional Neighborhood Design always envisioned by the Property Owner, and provide the opportunity to create more open spaces. Therefore, this criterion is met.*
- C. The County and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed.  
*The proposed amendments do not change level of public services, facilities or programs required by the original Agreement, which included letters of coordination from applicable service providers. In addition, the Property Owner must provide updated letters of coordination at the time of development of each phase. Therefore, this criterion is met.*

**CONDITIONS OF APPROVAL:**

- Development Agreement and PD Table 5.1, Table of Proposed Land Uses: Specify that the 80,000 SF limitation for Commercial uses is 80,000 SF GLA
- PD table 6.1, Building Development Standards:
  - Add note 3 "(3)" next to "Lot Width"
  - Add note 4 "(4)" next to "Building Coverage"
- PD Sec. 9.B, Grand Trees:
  - Clarify if the last sentence of the last paragraph "If healthy laurel oaks or water oaks are removed, the *Property Owner* shall implement inch per caliper inch mitigation as directed or approved by the *Planning Director*", is intended for all healthy Laurel Oak and Water Oak trees or only those over a certain DBH (i.e., Protected Trees (8"+) or Grand Trees (24"+)).

- Add the following after the last sentence of the last paragraph “The health of the trees shall be determined by the *Planning Director*.”
- PD Sec. 12, Architectural and Landscaping Design Standards: Include a statement that the Architectural and Landscaping Design requirements of the ZLDR Redlines do not apply.
- ZLDR Redlines:
  - Sec. 4.27.9.C.1.a.xii: Delete the first sentence (show as a new redline) as it states variances do not apply to PDs (the applicant has requested variances to apply in specified cases).
  - Sec. 9.4.5, Tree Removal: Delete proposed sub-sections 5, 6, and 7 and clarify if the intent is to exempt development in the River Village, Bohicket Station, and Hotels from the requirements of this section.
  - Sec, 9.4.6, Tree Replacement:
    - Do not delete Sub-section B, Wooded Site with 160 Inches per Acre or More DBH; instead, clarify if the intent is to exempt only the River Village from this requirement.
    - Sub-Section D, Previously Cleared Sites: Clarify if the intent is to exempt only the River Village from this requirement.
  - Sec. 9.5.3, Parking, Loading, and Vehicular Use Area Landscaping:
    - Keep this entire section as written in the currently approved Redlines and state it applies to all areas except the River Village.
    - Write in the proposed changes as a new section with an explanation that they apply only to the River Village.
  - Sec. 9.5.6, Landscape Material Standards:
    - Include the following after the first sentence under the header: “The requirements of this section apply to all areas of the *Development* except the River Village. The *ARB* shall review and approval all landscape materials for the River Village and The *Property Owner* shall provide the *Planning Director* a copy of the *ARB* approval as part of each *Development* application.”
    - Delete “Except for River Village” in the Section title line and also delete Sub-section 6 (both are covered by the language above).

**PLANNING COMMISSION MEETING: NOVEMBER 4, 2019**

Recommendation: Deferred by the Planning Commission to be heard at the December Planning Commission Workshop (Vote 7 – 0, with 2 absent)

Notifications:

264 notification letters were sent to owners of property located within 500 feet of the boundaries of the subject parcel, and individuals on the Johns Island Interested Parties List on October 18, 2019. Additionally, this request was noticed in the *Post & Courier* on October 18, 2019.

Public Input: 1 letter was received from the Coastal Conservation League regarding the Nov. PC version of the document.

**PLANNING COMMISSION WORKSHOP & MEETING: DECEMBER 9, 2019**

***Prior to the December Planning Commission Workshop & Meeting, the applicant addressed all staff recommended conditions of approval in the Development Agreement and Planned Development documents; therefore, staff recommends approval.***

Recommendation: Recommend Approval with Conditions (from Planning Commission).

Conditions of Approval:

- Change all applicable sections to reflect that *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* at the equivalence of 1.0 *Retirement Housing Units* for each *Guest Room*.

- Include a statement(s) in the appropriate location(s) of the Agreement and PD indicating that *Retirement Housing* and *Retirement Housing Units* shall not be used as Short-Term Rental Properties, and add the following definition of Short-Term Rental Properties: “ A residential dwelling or any part thereof that is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members), for a fee or any form of compensation, for intervals of 29 days or less during a calendar year.”
- Amend PD Sec. 4.3.4, Assemblies and Special Events, 3<sup>rd</sup> sentence, and all other applicable sections of the Agreement and PD to state: Such special events on the *Real Property* owned by the declarant under the *Covenants*, the *Association*, or a *Hotel* or *Inn*, or the owner of the chapel on the *Real Property* shall be considered an *Accessory Use* and shall not require a zoning permit, special exception, conditional use permit, or other further approval from the County nor have a cap on the number in a calendar year, **provided that daily event attendance shall be limited to 750 people.**
- Amend PD Sec. 9.B, Tree Removal, Replacement, Protection, Preservation and Mitigation, last sentence, and all other applicable sections of the Agreement and PD, to state: “The health of the trees shall be determined by the *Planning Director* **provided that the applicant shall pay the Grand Tree Variance application fee for each tree to be evaluated.**”

**Notifications:**

264 notification letters were sent to owners of property located within 500 feet of the boundaries of the subject parcel, and individuals on the Johns Island Interested Parties List on November 22, 2019. Additionally, this request was noticed in the *Post & Courier* on November 22, 2019.

**Public Input:** 1 letter in opposition has been received from the Johns Island Task Force.

**1<sup>st</sup> Public Hearing: January 21, 2020**

**Notifications:**

264 notification letters were sent to owners of property located within 500 feet of the boundaries of the subject parcel, and individuals on the Johns Island Interested Parties List on December 20, 2019. Additionally, this request was noticed in the *Post & Courier* on December 20, 2019.





**Kiawah River Development Agreement  
Amendment  
(ZDA-09-19-00101) & Planned  
Development (PD-143A) Amendment  
Request  
(ZREZ-09-19-00107)**

**1st Public Hearing: January 21, 2020**

**PPW Committee: January 30, 2020**

**2<sup>nd</sup> Public Hearing & 1<sup>st</sup> Reading: February 4, 2020**

**2<sup>nd</sup> Reading: February 25, 2020**

**3<sup>rd</sup> Reading: March 10, 2020**

# Kiawah River Plantation Amendment Requests

- Johns Island: 0 Bell Cove Rd; 600-6004 Bow Alley; 7900-7935 Flagship Ln; 9820-9844 Haven Loop; 2510-2588 Helmsman Rd; 8007 Jack Island Dr; 0-5815 Kiawah River Dr; 3305-3329 Knot Alley; and 1450-1482 Mizzen Alley
- Parcel I.D.: 212-00-00-001 & 212-00-00-005 - 212-00-00-103
- Request to amend the Kiawah River Development Agreement and Planned Development
- Applicant: Kevin O'Neill, Beach Development  
211 King St, Suite 300, Charleston, SC 29401
- Owner: Kiawah River Investment, LLC  
211 King St, Suite 300, Charleston, SC, 29401
- Acreage: 1,253.41 acres total (includes 240.91 acres of freshwater wetlands); 481.01 acres of OCRM Critical Line Area
- Council Districts: 8 & 9

# Comprehensive Plan & Zoning History

- Prior to 2009, the subject property was split zoned:
  - 810.22 acres of highland and freshwater wetland were located in the Rural Area (zoned AG-8)
  - 460.39 acres of highland and freshwater wetland were located in the Urban/Suburban Area (zoned R-4)
- December 22, 2009: County Council approved the Kiawah River Plantation Development Agreement (“Agreement”) for PID# 212-00-00-001 (1,427.81 acres in size)
  - 25-year Agreement
  - Includes rezoning the property from the Single Family Residential (R-4) District/Agricultural Preservation (AG-8) District to the Planned Development (PD-143) District
  - Recorded on February 4, 2010

# 2009 Kiawah River Plantation Development Agreement

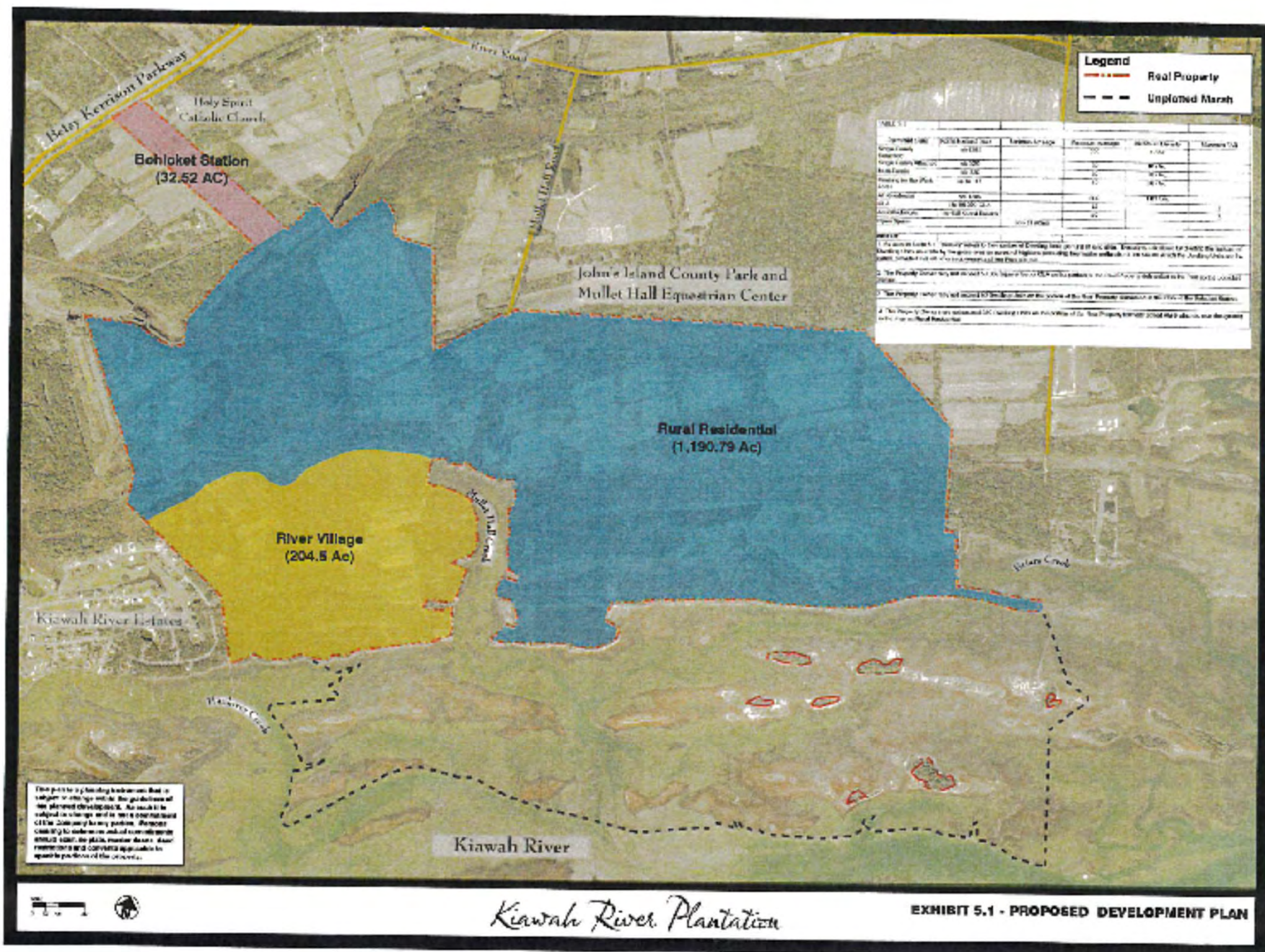
- Maximum of 1,285 dwelling units (previous zoning would have allowed a maximum of 1,943 dwelling units)
  - Not to exceed 1,285 single family detached units (max. 227 on OCRM Crit. Line)
  - Not to exceed 320 can be single family attached units
  - Not to exceed 320 multi-family units
  - Up to 117 workforce housing units
- Up to 80,000 square feet of gross leasable area
- Up to 450 guest rooms
- A minimum of 635.31 acres of open space
- Access to both Betsy Kerrison Pkwy and Mullet Hall Rd
- Required mitigation:
  - Land for an EMS/CCSO/Fire/Magistrate's Office
  - \$800,000 or the actual cost, whichever is lesser, towards the purchase of a ladder truck St. John's Fire District on or before obtaining a building permit for the construction of any building on the Real Property requiring a ladder truck according to the National Fire Prevention Association

# Comprehensive Plan & Zoning History

- On January 6, 2015, County Council approved the Comprehensive Plan Five-Year Review
  - Adjusted the Urban Growth Boundary through the subject property to follow the division between the areas approved for rural development intensities and the areas approved for suburban development intensities
  - Assigned the subject property to the Planned Development Future Land Use category

# 10/9/18 Kiawah River Development Agreement Amendments

- Changed the community name from “Kiawah River Plantation” to “Kiawah River.”
- Revised the definitions of “Guest Room”, “Gross Leasable Area”, “Hotel”, “Inn”, “Lot Line, Front”, and “Plan”.
- Allowed the Property Owner to designate the Front and Rear Lot Lines when properties abut Open Space on one side and a Thoroughfare on the other and when properties have more than one Thoroughfare frontage.
- Revised the minimum front setbacks for accessory structures to change the requirement of “20’ + building setback” to “building setback”.
- Allowed one intrusion into the OCRM Critical Line setback and buffer (not to exceed 50’ in width) for an Open Space area.
- Allowed the Property Owner to disturb and conduct activity within the OCRM Critical Line Buffer only as necessary to accomplish the saltwater wetlands mitigation approved by the US Army Corps of Engineers (USACOE).
- Clarified the application of the internal buffers.
- Added off-street parking requirements for “All Other Uses” to be determined by the ARB.
- Updated Exhibit 4.1, Framework Plan, to reflect revised conceptual plan.
- Deleted the requirement for Special Exception approval for Community Docks.



**Legend**

- Real Property
- Unplotted Marsh

TABLE 1.1

Category	2013 Acreage	2013 Acres	Percent Change	2013-2014	2014-2015
Real Property	1,200	1,190.79	-0.8%		
Unplotted Marsh	100	100	0%		
Total	1,300	1,290.79	-0.8%		

1. The Property Owner has not received any approval from the Kiawah River Plantation for the proposed development.
2. The Property Owner has not received any approval from the Kiawah River Plantation for the proposed development.
3. The Property Owner has not received any approval from the Kiawah River Plantation for the proposed development.
4. The Property Owner has not received any approval from the Kiawah River Plantation for the proposed development.

This plan is a preliminary plan and is subject to change. The boundaries of the planned development are subject to change and will be determined after the completion of the final site plan. The Kiawah River Plantation reserves the right to modify this plan at any time without notice. The Kiawah River Plantation is not responsible for any errors or omissions in this plan.



*Kiawah River Plantation*

**EXHIBIT 5.1 - PROPOSED DEVELOPMENT PLAN**

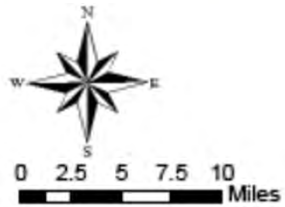




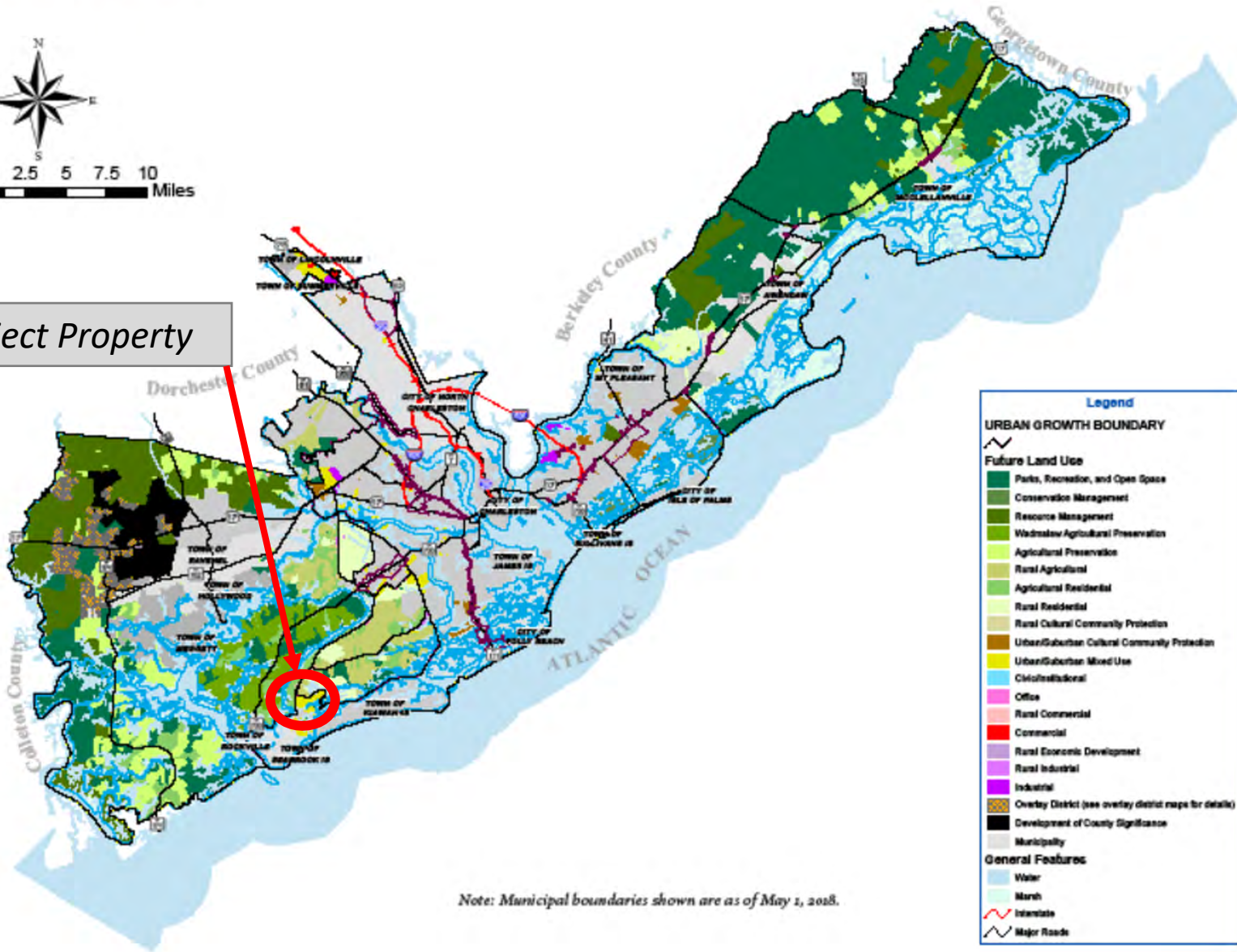
# 10/9/18 Comprehensive Plan

The 10-year review of the County's Comprehensive Plan was adopted on October 9, 2018. As part of that review, the future land use designation "PD" was changed to a more appropriate designation based on the history of the properties. The portion of Kiawah River in the Rural Area was designated Rural Agricultural and the portion in the Urban/Suburban Area was designated Urban/Suburban Mixed Use.

# Future Land Use Recommendations Charleston County Comprehensive Plan (2018)

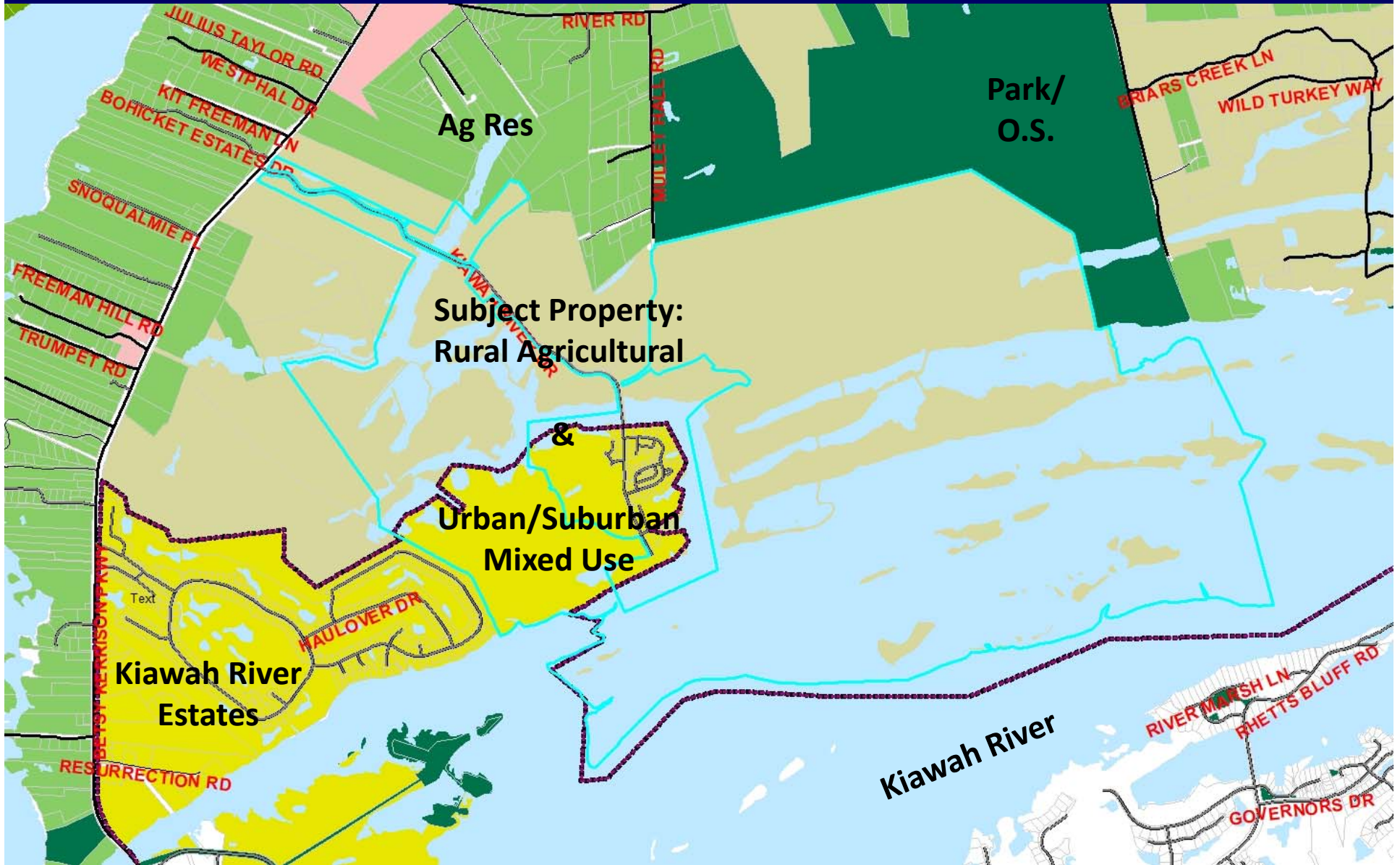


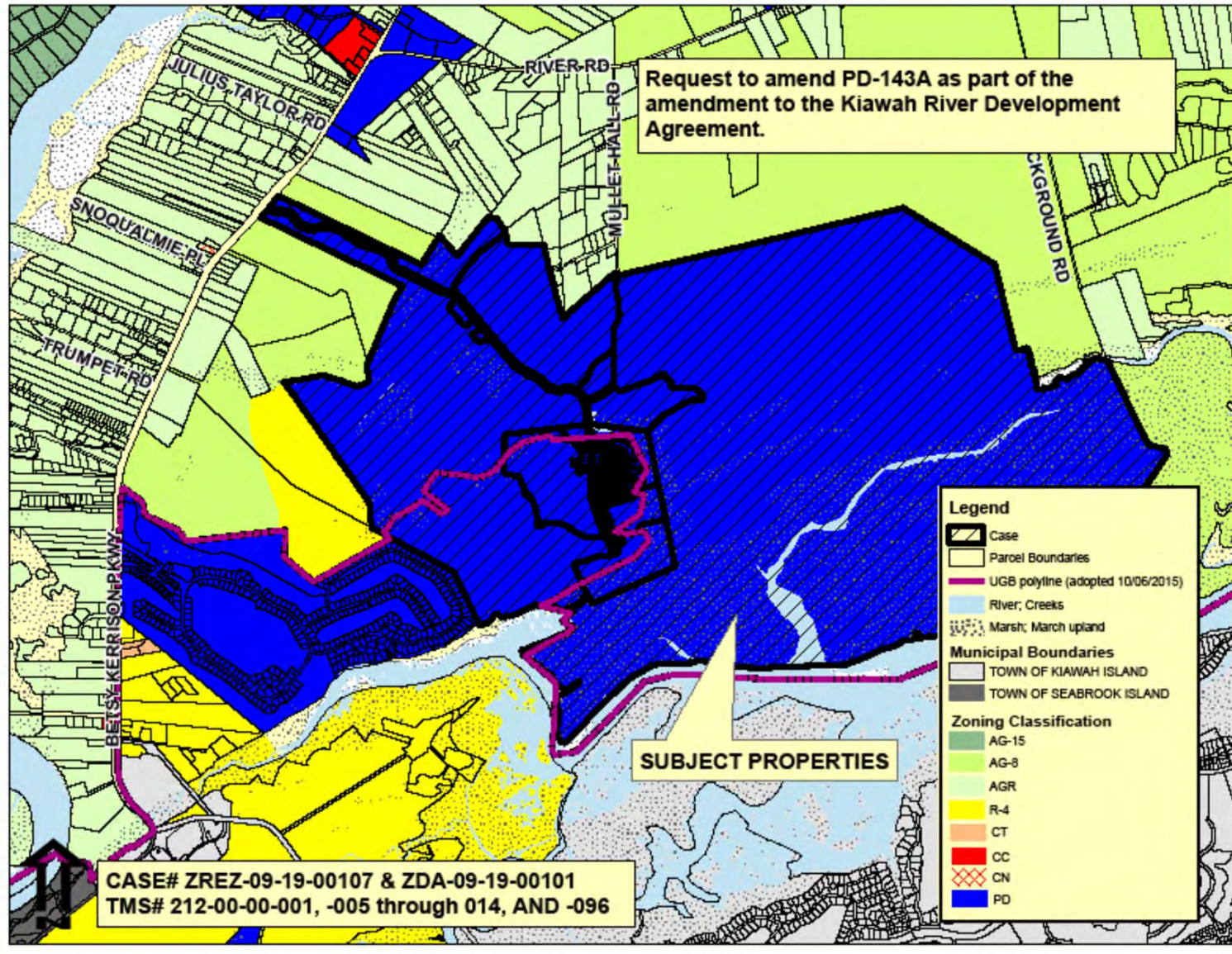
Subject Property



Note: Municipal boundaries shown are as of May 1, 2018.

# Future Land Use Map: Kiawah River





Adjacent properties are zoned R-4, AG-8, AGR, and Planned Development. The subject property is surrounded by vacant parcels and parcels used for agriculture, residential, and institutional purposes. The southwestern portion of the subject property abuts the Kiawah River Estates subdivision (formerly known as Hope Plantation); the property to the north of the portion of the subject parcel that touches Betsy Kerrison Pkwy contains a church; and the property to the east of the subject property contains the Charleston County Equestrian Center. The Briar's Creek subdivision is located to the east of the subject parcel.

# Property Development Since Dec. 2009

- The original parcel, PID# 212-00-00-001, has been subdivided into 99 parcels.
- The spine road and wastewater treatment facility have been constructed, as have numerous homes.
- Plans for a park/pavilion area, hotel, and swim club are currently being reviewed by staff.

# 2009 Aerial Map



# 2019 Aerial Map



# Kiawah River Development

## 1 – Betsy Kerrison Pkwy Entrance & Improvements



## 2 – Mullet Hall Rd Entrance





# Kiawah River Development

## 3 – Development on Jack Island



## 4 – Agricultural Uses



# Requested Amendments

- Allow up to 160 Retirement Housing Units in addition to the 1,285 Dwelling Units currently allowed. The Retirement Housing Units would be:
  - Located in the River Village (not in the Rural Residential or Bohicket Station).
  - In the form of single-family, multi-family, or townhomes.
  - Subject to the density limitations of the area in which they are placed.
  - Counted against the total number of Guest Rooms allowed (450 max.) based on the following formula: 1 Retirement Housing Unit = 0.5 Guest Rooms.
- Allow Accessory Uses (parking, etc.) for Hotels and Inns on other lots other than where the principal use is located.
- Exempt Sweet Gums, Laurel Oaks, and Water Oaks from the Grand Tree definition.
- Require inch per inch mitigation when healthy Laurel Oaks or Water Oaks are removed.

## Requested Amendments (cont'd)

- Allow unlimited special events as accessory uses (without requiring zoning permits) when held on properties owned by the declarant under the Covenants, the ARB, a Hotel or Inn, and chapel.
  - Property owner shall provide special events calendars to safety services on a monthly basis.
  - Properties owned by other individuals would be subject to the requirements of ZLDR Art. 6.7, Special Events Use (added to the Development Agreement as Exhibit 4.2).
- Revise the Use Table to exclude Courts, Safety Services, Schools, Postal Service, and Amenity Center/Swim Club from the 80,000 SF cap on commercial space/gross leasable area.
- Provide that only 50% of the Gross Leasable Area of Self-Service Storage/Mini-Warehousing and Boat/RV Storage uses shall count against the 80,000 SF cap. These uses are exclusively for the use of the owners and tenants of the development.
- Allow variance applications to be submitted to the Board of Zoning Appeals for trees, setbacks, buffers, height, and maximum lot/building coverage. All other proposed changes or deviations require applications to amend the Development Agreement and Planned Development.

## Requested Amendments (cont'd)

- Clarify the Waterfront Development Standards:
  - The 227 waterfront lots that are allowed include all types of residential lots/units and not just single-family detached units, but exclude Guest Rooms (Villas and Bed and Breakfasts).
  - A 35-foot average/15-foot minimum OCRM Critical Line Buffer is required for the development unless otherwise noted.
  - A 15-foot minimum OCRM Critical Line Buffer and 35-foot minimum OCRM Critical Line Setback is required for single-family detached development
  - The area formerly zoned AG-8 shall have a minimum 35-foot OCRM Critical Line Buffer and a 50-foot OCRM Critical Line Setback.
  - No OCRM Critical Line Buffer shall be required for the causeways on the property.
  - Installation of underground utilities shall be allowed subject to Site Plan Review and approval, provided that the Property Owner submit a landscaping plan for the revegetation of the buffer along with a planting schedule for review and approval as part of the Site Plan Review process or Subdivision review process.

# Requested Amendments (cont'd)

- Building Development Standards:
  - Allow application of the River Village Building Development Standards for single-family attached housing and duplexes in the Rural Residential area, subject to a cap of 175 such units in the Rural Residential Area.
  - Clarify that multi-family uses are not allowed in the Rural Residential Area.
  - Clarify that the front setback standards shall not apply to non-residential development in the River Village and Bohicket Station to allow more urban configurations.
  - Clarify that the respective per-acre maximum densities for Bohicket Station, River Village, and Rural Residential shall be calculated based on the total acreage of each area, not per subdivision plat or per lot.
- Require compliance with the right-of-way buffer regulations of the ZLDR only for the portion of the property that abuts Betsy Kerrison Pkwy.
- Internal Buffers:
  - Add instructions for application of Table 8.2, Internal Buffers.
  - Update and clarify table.

## Requested Amendments (cont'd)

- Update the parking standards to include Retirement Housing and allow nearby on-street parking to be counted towards the off-street parking requirements for non-residential uses.
- Allow the ARB to create the architectural and landscaping requirements pursuant to the Architectural Design Guidelines added to the Agreement in Exhibit 12.3.
- Clarify that the sign requirements of ZLDR Article 9.11 apply only to signs visible from Betsy Kerrison Pkwy and Mullet Hall Rd. All other signs shall be reviewed and approved by the ARB.
- Amend the definitions of: Accessory Use (as noted above), Grand Tree (as noted above), Retirement Housing, and Retirement Housing Unit.

# Approval Criteria

The proposed amendments to the Agreement comply with the requirements of the South Carolina Local Government Development Agreement Act and all development thus far is in compliance with the approved Agreement. The proposed amendments also comply with ZLDR Section §4.23.9 E (9), PD Development Plan Approval Criteria (may be approved only if County Council determines that the following criteria are met):

- A. The PD Development Plan complies with the standards contained in this Article;

*The proposed amendments are consistent with the standards of the Planned Development Zoning District article. Therefore, this criterion is met.*

- B. The development is consistent with the intent of the *Comprehensive Plan* and other adopted policy documents; and

*The proposed amendments are consistent with the intent of the Comprehensive Plan and other adopted policy documents. No changes in open space requirements are proposed and the addition of the Retirement Housing Units is off-set by a reduction in the number of Guest Rooms. The amendments update and clarify the development standards to enable the Traditional Neighborhood Design always envisioned by the Property Owner, and provide the opportunity to create more open spaces. Therefore, this criterion is met.*

- A. The County and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed.

*The proposed amendments do not change level of public services, facilities or programs required by the original Agreement, which included letters of coordination from applicable service providers. In addition, the Property Owner must provide updated letters of coordination at the time of development of each phase. Therefore, this criterion is met.*

# Recommendation

- November 4, 2019 Planning Commission Meeting:
  - Staff Recommendation: Approval with Conditions
  - Planning Commission Recommendation: Deferral (7-0 with 2 absent)
    - defer the request to be heard at the December Planning Commission Workshop and Meeting
- December 9, 2019 Planning Commission Meeting:
  - Staff Recommendation: Approval (previous conditions have been met)
  - Planning Commission Recommendation:

***Approval with Conditions (7-2)***



# Planning Commission Recommended Conditions:

- Change all applicable sections to reflect that *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* at the equivalence of 1.0 *Retirement Housing Units* for each *Guest Room*.
- Include a statement(s) in the appropriate location(s) of the Agreement and PD indicating that *Retirement Housing* and *Retirement Housing Units* shall not be used as Short-Term Rental Properties, and add the following definition of Short-Term Rental Properties: “ A residential dwelling or any part thereof that is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members}, for a fee or any form of compensation, for intervals of 29 days or less during a calendar year.”
- Amend PD Sec. 4.3.4, Assemblies and Special Events, 3<sup>rd</sup> sentence, and all other applicable sections of the Agreement and PD to state: Such special events on the *Real Property* owned by the declarant under the *Covenants*, the *Association*, or a *Hotel or Inn*, or the owner of the chapel on the *Real Property* shall be considered an *Accessory Use* and shall not require a zoning permit, special exception, conditional use permit, or other further approval from the County nor have a cap on the number in a calendar year, **provided that daily event attendance shall be limited to 750 people.**
- Amend PD Sec. 9.B, Tree Removal, Replacement, Protection, Preservation and Mitigation, last sentence, and all other applicable sections of the Agreement and PD, to state: “The health of the trees shall be determined by the *Planning Director* **provided that the applicant shall pay the Grand Tree Variance application fee for each tree to be evaluated.**”

# Notifications

- November 4, 2019 Planning Commission Meeting:  
*October 18, 2019:*
  - 264 notifications were sent to owners of property located within 500 feet of the boundaries of the subject parcel and individuals on the Johns Island Interested Parties List
  - Ad ran in the *Post & Courier*
- December 9, 2019 Planning Commission Workshop & Meeting:  
*November 22, 2019:*
  - 264 notifications were sent to owners of property located within 500 feet of the boundaries of the subject parcel and individuals on the Johns Island Interested Parties List
  - Ad ran in the *Post & Courier*
- January 21, 2019 1<sup>st</sup> Public Hearing & February 4, 2019 2<sup>nd</sup> Public Hearing:  
*December 20, 2019:*
  - 264 notifications were sent to owners of property located within 500 feet of the boundaries of the subject parcel and individuals on the Johns Island Interested Parties List
  - Ad ran in the *Post & Courier*

# Public Input

- 1 letter in opposition has been received from the Johns Island Task Force.
- 1 letter was received from the Coastal Conservation League regarding additional conditions.

A light green map of the Kiawah River area is overlaid on a dark blue background. The map shows the river's course and surrounding land. The text is centered over the map.

**Kiawah River Development Agreement  
Amendment  
(ZDA-09-19-00101) & Planned  
Development (PD-143A) Amendment  
Request  
(ZREZ-09-19-00107)**

**1st Public Hearing: January 21, 2020**

**PPW Committee: January 30, 2020**

**2<sup>nd</sup> Public Hearing & 1<sup>st</sup> Reading: February 4, 2020**

**2<sup>nd</sup> Reading: February 25, 2020**

**3<sup>rd</sup> Reading: March 10, 2020**

**KIAWAH RIVER  
DEVELOPMENT AGREEMENT  
& PD DOCUMENTS**

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Accessory Use definition, page 4 -</b> Currently Accessory use is not a defined term within the PD.</p>	<p><i>“Accessory Use” means a use customarily incidental and subordinate to the principal use of a Lot or of a structure, or as allowed by the ARB in accordance with Article 6.5 of Appendix D, which is a red-line of the ZLDR. An Accessory Use is located on the same Lot as the principal use, except (i) in cases of off-street parking, temporary real estate sales office, and temporary construction facilities, and (ii) in cases of Hotels or Inns where Accessory Uses may be located on other Lots.</i></p>	<p>The definition of Accessory Use in the ZLDR has been slightly modified to allow accessory uses for the hotel to be on other parcels than the hotel parcel, principally vehicle parking and the commissary. This approach is consistent with the master plan for the River Village, to prevent the hotel from being surrounded by a parking lot and other dependent facilities that can be located elsewhere. Palmetto Bluff is a good example of this type of “campus” arrangement. The ZLDR definition already allows the accessory uses of off-street parking, temporary real estate sales office, and temporary construction facilities to be on other lots.</p>
<p><b>Grand Tree definition, page 6 -</b> “Grand Tree” means any live, healthy tree with a DBH of 24 inches or greater, with the exception of pine tree species.</p>	<p><i>“Grand Tree” means any live, healthy tree with a DBH of 24 inches or greater, with the exception of pine tree, laurel oak, water oak, and sweet gum tree species.</i></p>	<p>The property owner planted hundreds of live oaks and other desirable species when it acquired Kiawah River more than 20 years ago. The property had been a working farm. There are many residual water oaks and laurel oaks that are less desirable, have a limited life, and very little ornamental value. Sweet gum trees are also not desirable. This proposed change would exempt these three varieties from the definition of Grand Tree, thereby eliminating the need to obtain a variance from the BZA to remove them. The owner will provide mitigation as directed by the planning director for water oaks and laurel oaks over 24” DBH that are removed.</p>
<p><b>Retirement Housing definition, page 9 -</b> Currently Retirement Housing is not a defined term within PD.</p>	<p><i>“Retirement Housing” means the use of a site for housing that qualifies under The Housing for Older Persons Act (HOPA) for the senior housing exemption from the anti-discrimination provisions related to familial status of Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act).</i></p>	<p>There is a pronounced need for retirement housing that was not anticipated when the development agreement was entered in 2009. The owner seeks to add retirement housing as a separate class of dwelling unit. This definition of Retirement Housing has been added for clarity by reference to the Housing for Older Persons Act (HOPA). This definition is the most restrictive allowed by federal law and is more restrictive than the definition in the ZLDR. The Property Owner is proposing that Retirement Housing be treated separately from other housing and count towards the cap on Guest Rooms rather than Dwelling Units because of its particular characteristics and low impact on the greater community, as explained in more detail in the discussion of the changes to Section 5.1.2 below.</p>
<p><b>Retirement Housing Unit definition, page 9 –</b> Currently Retirement Housing Unit is not a defined term within PD.</p>	<p><i>“Retirement Housing Unit” means a single housing unit intended for occupancy on a site that is designated as Retirement Housing that may be housing comprised of single family detached, single family attached, duplex, or multifamily units or any combination of these.</i></p>	<p>The definition of Retirement Housing Unit has been added, for clarity. A Retirement Housing Unit may be in the form of a single family detached or attached unit, a duplex, or multifamily unit. The owner is proposing that each Retirement Housing Unit count as .5 Guest Room based on the standards for traffic trip counts that trip generation from a Retirement Housing Units is less than half of that from a hotel room. It should also be noted that current maximum of 1,285 dwelling units is far less than the 1,943 dwelling units that would have been allowed under the zoning existing at the time of adopted of the development agreement and PD in 2009.</p>

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

<u>CURRENT PROVISION</u>	<u>PROPOSED PROVISION</u>	<u>EFFECT / RATIONALE</u>
<p><b>Section 4.2 Accessory Uses, page 10</b> – Accessory uses shall be permitted, permitted with conditions, or prohibited in accordance with Article 6.56 or <u>Appendix D</u>, which is a red-line of the <i>ZLDR</i>.</p>	<p><i>Accessory Uses</i> shall be permitted, permitted with conditions, or prohibited in accordance with Article 6.5 of <u>Appendix D</u>, which is a red-line of the <i>ZLDR</i>.</p>	<p>“<i>Accessory Uses</i>” has been capitalized and italicized, as it becomes a defined term.</p>
<p><b>Section 4.3.4 Assemblies and Special Events, page 11 – 4.</b>  <u>Assemblies and Special Events</u>: The <i>ARB</i> may permit, permit with conditions, or prohibit temporary public or private assembly use and events of public or private interest, such as cultural events, weddings, outdoor concerts and parking for special events on the <i>Real Property</i> or any portion thereof. The <i>ARB</i> may promulgate, modify and enforce any regulations pertaining to assemblies and special events in applicable <i>Covenants</i>.</p>	<p>4. <u>Assemblies and Special Events</u>: The <i>ARB</i> may permit, permit with conditions, or prohibit temporary public or private assembly use and events of public or private interest, such as cultural events, weddings, outdoor concerts and parking for special events on the <i>Real Property</i> or any portion thereof. The <i>ARB</i> may promulgate, modify and enforce any regulations pertaining to assemblies and special events in applicable <i>Covenants</i>, and may impose such conditions on its approval of an individual special event to control noise, parking, or other aspects of the special event as it deems appropriate. Such special events on the <i>Real Property</i> owned by the declarant under the <i>Covenants</i>, the <i>Association</i>, or a <i>Hotel</i> or <i>Inn</i>, or the owner of the chapel on the <i>Real Property</i> shall be considered an <i>Accessory Use</i> and shall not require a zoning permit, special exception, conditional use permit, or other further approval from the County nor have a cap on the number in a calendar year. The <i>Property Owner</i> shall provide County Sheriff’s Office, County EMS, St. Johns Fire Department, and the <i>Planning Director</i> a written schedule of upcoming special events on a monthly basis for informational purposes. The <i>Property Owner</i> shall obtain County Building Services approval for any temporary structures for such special events that require inspection and approval. The provisions of Art. 6.7 of the <i>ZLDR</i> set forth in Exhibit 4.2 shall apply to special events on other <i>Lots</i> on the <i>Real Property</i> where special events are not an <i>Accessory Use</i>.</p>	<p>The provision on special events in the original PD gave authority over special events to the Kiawah River ARB. The restrictive special events ordinances now in the ZLDR were passed after the development agreement was approved and are not applicable to Kiawah River under the laws governing development agreements. The proposed change is to subject all special events to the current ZLDR requirements except where the special event is conducted on property of the Hotel, Inn, chapel, Community Association, or Declarant, and treats those as accessory uses to those principal uses. The change clarifies the existing wording to state that the ARB can impose conditions on its approval that it believes appropriate to control parking, noise, and any other potential disturbance of the community. The original PD provision did not require any notice to the County of these special events. The proposed modification will obligate the Property Owner to furnish a monthly calendar of special events to the Planning Director and County emergency services. The Property Owner is also obligated to obtain County Building Services approval for any temporary structures for such special events that require inspection and approval. These modifications reflect the fact that the Property Owner will likely hold several marketing events on the property as well as community and Homeowner Association events over the next several years and that the ARB will review and approve all events. Given the size of Kiawah River and the location of these special events, there should be no effect on the outside community. As stated, all other owners of property who desire to hold a special event must proceed through the County permitting and approval process specified in Art. 6.7 of the <i>ZLDR</i>. We are adding the existing provisions of Art. 6.7 of the <i>ZLDR</i> as an exhibit.</p>
<p><b>Table 4.1 – Table of Uses, Congregate Living for the Elderly, Retirement Housing, Retirement Housing, Limited (up to 10 residents), page 12</b> – See PD Current Provision Table 4.1 – Table of Uses</p> <p style="text-align: center;">ATTACHMENT 1</p>	<p>See PD Red-Line Amendment Table 4.1 – Table of Uses</p> <p style="text-align: center;">ATTACHMENT 2</p>	<p>The classification of Congregate Living for the Elderly, Retirement Housing have been revised from Conditional to Allowed, recognizing that there are no conditions attached to each of these uses. Retirement Housing, Limited (up to 10 residents), has been deleted since it is inapplicable.</p>

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Table 4.1 – Table of Uses page 12, 13</b> – See PD Current Provision Table 4.1 – Table of Uses</p> <p>ATTACHMENT 1</p>	<p>See PD Red-Line Amendment Table 4.1 – Table of Uses</p> <p>ATTACHMENT 2</p>	<p>Courts of Law, Safety Services, Schools, Postal Service and amenity center modified so that their square footage shall not contribute to the cap of 80,000 SF GLA for commercial use since these are either public uses or ones that are not traditional commercial uses.</p>
<p><b>Table 4.1 – Table of Uses page 12</b> – See PD Current Provision Table 4.1 – Table of Uses</p> <p>ATTACHMENT 1</p>	<p>See PD Red-Line Amendment Table 4.1 – Table of Uses</p> <p>ATTACHMENT 2</p>	<p>A note has been added that duplexes, multifamily, and single family attached uses are subject to Note 6 to Table 6.1, described below, dealing with the density of retirement housing units.</p>
<p><b>Table 4.1 – Table of Uses, Self-Storage/Mini-Warehousing and Boat/RV Storage, page 16</b> – See PD Current Provision Table 4.1 – Table of Uses</p> <p>ATTACHMENT 1</p>	<p>See PD Red-Line Amendment Table 4.1 – Table of Uses</p> <p>ATTACHMENT 2</p>	<p>Self-Storage/Mini-Warehousing and Boat/RV Storage are allowed uses but only for the Property Owner, Lessees/Tenants, and Contractors. These uses will be solely for the convenience of the community. The owner has no intent nor desire to furnish these uses for the general public. Because of the low intensity of this use, only 50% of its GLA associated with these uses will count against the GLA cap. These limitations and conditions are stated in Note 1 to the use table, Table 4.1.</p>
<p><b>Table 4.1 – Table of Uses, p. 17</b> – See PD Current Provision Table 4.1 – Table of Uses</p> <p>ATTACHMENT 1</p>	<p>See PD Red-Line Amendment Table 4.1 – Table of Uses</p> <p>ATTACHMENT 2</p>	<p>Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, has been modified to exempt Swim Club. As a result the GLA of the Swim Club, which is a community use, will not count against the cap of 80,000SF of commercial GLA for the entire project.</p>
<p><b>Section 5.1.2 – Retirement Housing, page 19</b> – The current PD does not specifically address Retirement Housing.</p>	<p><i>2. Retirement Housing. The Property Owner shall have a vested right to develop up to 160 Retirement Housing Units. These Retirement Housing Units shall be in addition to the other 1,285 Dwelling Units vested for the Real Property. Retirement Housing Units shall count against the cap of 450 Guest Rooms at the equivalence of 2.0 Retirement Housing Units for each Guest Room, with any fractions rounded up to the next whole number of Guest Rooms. Retirement Housing Units may be located only in the River Village and not in the Rural Residential or Bohicket Station.</i></p>	<p>The Property Owner is requesting the right to build up to 160 Retirement Housing Units in addition to the other Dwelling Units allowed. This Retirement Housing can only be located in the more dense River Village and cannot be in the Rural Residential or Bohicket Station. As the population ages there is a significant need for this particular housing. These Retirement Housing Units will be restricted to older persons to the extent allowed by the federal housing laws. The only “impact” from this Retirement Housing outside Kiawah River would be potential traffic. National traffic standards and tables demonstrate that a retirement housing unit generates less than half the vehicle trips of a hotel room. For this reason, the Property Owner is proposing that each Retirement Housing Unit be considered the equivalent of .5 Guest Room and count against that cap of 450 Guest Rooms rather than the cap on Dwelling Units. It should also be noted that even if these 160 retirement units were added to the existing cap of 1,285 dwelling unit, the total is still far less than the 1,943 dwelling units that would have been allowed under the zoning existing at the time of adopted of the development agreement and PD in 2009.</p>



**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

<u>CURRENT PROVISION</u>	<u>PROPOSED PROVISION</u>	<u>EFFECT / RATIONALE</u>
<p><b>Table 5.1 – Table of Proposed Land Uses, Retirement Housing, page 20</b> – See PD Current Provision Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 3</p>	<p>See PD Red-Line Amendment Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 4</p>	<p>Retirement Housing has been added to the table as a permitted land use.</p>
<p><b>Table 5.1 – Table of Proposed Land Uses – p 20</b> – See PD Current Provision Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 3</p>	<p>See PD Red-Line Amendment Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 4</p>	<p>GLA in the left column has been changed to Commercial to correct a descriptive error in the original table that could have been read to allow 12 acres of GLA. This change clarifies that there will be no more than 80,000SF of commercial GLA on no more than 12 acres of land. The GLA and acreage caps apply to commercial uses.</p>
<p><b>Table 5.1 – Table of Proposed Land Uses, Retirement Housing – Note 5, Self-Service Storage and Boat/RV Storage – Note 6, page 21</b> – See PD Current Provision Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 3</p>	<p>See PD Red-Line Amendment Table 5.1 – Table of Proposed Land Uses</p> <p>ATTACHMENT 4</p>	<p>Notes 5 and 6 regarding Retirement Housing reflect the provisions of section 5.1.2, above.</p>
<p><b>Section 6.2 Proposed Waterfront Development Standards, page 25</b>– The <i>Plan</i> facilitates the <i>Development</i> of up to 227 single-family detached <i>Lots</i> on the portion of the <i>Real Property</i> directly abutting the <i>OCRM Critical Line</i>. A conceptual illustration of this <i>Development</i> is set forth in <u>Exhibit 6.1</u>. Further, pursuant to the Master Dock Plan attached hereto as <u>Exhibit 6.2</u>, the <i>Property Owner</i> will limit the number of docks developed on the <i>Real Property</i> to eighteen (18). In addition, the <i>Property Owner</i> shall adopt restrictive covenants with respect to single-family detached lots in the Rural Residential Area requiring that 50% of each <i>Lot</i> be preserved in its natural condition. In consideration of the foregoing and to incentivize the provision of a variety of housing types, the following minimum standards shall apply to single-family detached <i>Lots</i> abutting an <i>OCRM Critical Line</i> regardless of base zoning:</p> <p>1. <u>Lot Area</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>Lot</i> area of 12,000 square feet.</p> <p>2. <u>Lot Width</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>Lot</i> width of 90 feet. The average <i>Lot</i> width for all single-family detached <i>Lots</i> abutting an <i>OCRM Critical Line</i> shall be 100 feet.</p>	<p>The <i>Plan</i> facilitates the <i>Development</i> of up to 227 residential <i>Lots</i>, excluding <i>Lots that have Villas or Bed and Breakfasts that are Guest Rooms</i>, on the portion of the <i>Real Property</i> directly abutting the <i>OCRM Critical Line</i>. A conceptual illustration of this <i>Development</i> is set forth in <u>Exhibit 6.1</u>. Further, pursuant to the Master Dock Plan attached hereto as <u>Exhibit 6.2</u>, the <i>Property Owner</i> will limit the number of docks developed on the <i>Real Property</i> to eighteen (18). In addition, the <i>Property Owner</i> shall adopt restrictive covenants with respect to single-family detached lots in the Rural Residential Area requiring that 50% of each <i>Lot</i> be preserved in its natural condition. In consideration of the foregoing and to incentivize the provision of a variety of housing types, the following minimum standards shall apply to single-family detached <i>Lots</i> abutting an <i>OCRM Critical Line</i> regardless of base zoning:</p> <p>1. <u>Lot Area</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>Lot</i> area of 12,000 square feet.</p> <p>2. <u>Lot Width</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>Lot</i> width of 90 feet. The average <i>Lot</i> width for all single-family detached <i>Lots</i> abutting an <i>OCRM Critical Line</i> shall be 100 feet.</p>	<p>The original PD Plan specified that there could be no more than 227 single family detached dwellings along the property abutting the critical line, leaving a loophole that would have allowed multifamily and single family attached lots along the critical line that would not be subject to the 227 cap. This change is to clarify that the 227 cap applies to all residential lots abutting the OCRM critical line. The other clarification is to exempt Villas or Bed and Breakfasts that are Guest Rooms associated with the hotel and are not considered residential units per se. The proposed amendment does not change the treatment of these from the original PD.</p>

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Section 6.2 Proposed Waterfront Development Standards, page 25 –</b>                      3. <u>OCRM Critical Line Buffer</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line</i> buffer of 15 feet. The portion of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet. For <i>Lots</i> directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the <i>OCRM Critical Line</i> shall be 35 feet and the <i>Setback</i> from the <i>OCRM Critical Line</i> shall be 50 feet. The <i>ARB</i> shall have the ability to amend the <i>Setback</i> on this portion of the <i>Real Property</i> taking into consideration <i>Grand Trees</i> or other significant trees, topography of the land, adequate <i>Setbacks</i>, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures shall comply with these standards.</p> <p>4. <u>OCRM Critical Line Setback</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line Setback</i> of 35 feet. All accessory structures shall comply with these standards.</p>	<p>3. <u>OCRM Critical Line Buffer</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line</i> buffer of 15 feet. The portion of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet. <b>Notwithstanding the foregoing</b>, for <i>Lots</i> directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the <i>OCRM Critical Line</i> shall be 35 feet and the <i>Setback</i> from the <i>OCRM Critical Line</i> shall be 50 feet.</p> <p>4. <u>OCRM Critical Line Setback</u>: Any single-family detached <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line Setback</i> of 35 feet. All accessory structures shall comply with these standards. <b>The ARB shall have the ability to amend the Setback on the portion of the Real Property zoned AG-8, taking into consideration Grand Trees or other significant trees, topography of the land, adequate Setbacks, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards</b></p>	<p>Section 6.2.3, <i>OCRM Critical Line</i> Buffers, and Section 6.2.4, <i>OCRM Critical Line Setbacks</i> have been revised so that the provisions relating to buffers are in the buffer section (6.2.3) and the provisions relating to <i>Setbacks</i> are in the <i>Setback</i> section (6.2.4). The original PD plan had provisions dealing with setbacks from the critical line in the section dealing with buffers from the critical line and vice versa. The authority of the <i>ARB</i> to modify <i>Setbacks</i> under some circumstances is not a new provision; it appeared in the original <i>Plan</i> under Buffers in Section 8.2.B.1 and has simply been transferred to Section 6.2.4 which addresses setbacks from the <i>OCRM Critical Line</i>. The substance of these buffer and setback provisions has not been changed.</p>
<p><b>Table 6.1 – Building Development Standards, page 26 and Note 6, page 27 – See PD Current Provision Table 6.1 – Building Development Standards</b></p> <p style="text-align: center;">ATTACHMENT 5</p>	<p>See PD Red-Line Amendment Table 6.1 – Building Development Standards</p> <p style="text-align: center;">ATTACHMENT 6</p>	<p>The Building Development Standards are revised to permit up to 175 single family attached homes within the Rural Residential area subject to the same building standards as single family attached homes within the River Village. The allowance of these single family attached homes in the Rural Residential does NOT increase the existing cap on the number of Dwelling Units within the Rural Residential. The allowance of up to 175 single family attached units with no increase in the maximum number of Dwelling Units will have the effect of increasing the open space in the Rural Residential since less acreage is needed per attached single family unit than for a single family detached unit.</p>
<p><b>Table 6.1 – Building Development Standards, page 26 and Note 7, page 27- See PD Current Provision Table 6.1 – Building Development Standards</b></p> <p style="text-align: center;">ATTACHMENT 5</p>	<p>See PD Red-Line Amendment Table 6.1 – Building Development Standards</p> <p style="text-align: center;">ATTACHMENT 6</p>	<p>Deletes the front setback requirement for non-residential buildings so that commercial buildings may be built up to the street. This change is critical to the Property Owner’s accomplishing the traditional neighborhood development that is intended in the River Village. The shops and offices may come up to the sidewalk with street parking in front.</p>

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

<u>CURRENT PROVISION</u>	<u>PROPOSED PROVISION</u>	<u>EFFECT / RATIONALE</u>
<p><b>Table 6.1 – Building Development Standards, page 26 and Note 8, page 27-</b> See PD Current Provision Table 6.1 – Building Development Standards</p> <p style="text-align: center;">ATTACHMENT 5</p>	<p>See PD Red-Line Amendment Table 6.1 – Building Development Standards</p> <p style="text-align: center;">ATTACHMENT 6</p>	<p>Clarifies that the densities specified for each area are overall densities for the entire tract. In other words, even though the maximum density is one unit/acre in the Rural Residential, every Lot does not have to be at least an acre. The density requirement is met if the allowable cap is not exceeded. Confirming that density is calculated in this manner will result in more open space and allow pockets of residences surrounded by community open space.</p>
<p><b>Section 8.2.B.1 – Buffers and Screening – Minimum Buffers, page 31-</b> 1. <u>Minimum Buffers</u>: Any single-family detached Lot abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line</i> buffer of 15 feet. The portion of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet. For <i>Lots</i> directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the <i>OCRM Critical Line</i> shall be 35 feet and the <i>Setback</i> from the <i>OCRM Critical Line</i> shall be 50 feet. The <i>ARB</i> shall have the ability to amend the <i>Setback</i> on this portion of the <i>Real Property</i> taking into consideration <i>Grand Trees</i> or other significant trees, topography of the land, adequate <i>Setbacks</i>, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures shall comply with these standards</p>	<p>1. <u>Minimum Buffers</u>: The portion of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet <b>with a minimum <i>OCRM Critical Line</i> buffer of 15 feet. Notwithstanding the foregoing, for <i>Lots</i> directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the <i>OCRM Critical Line</i> shall be 35 feet.</b></p>	<p>This revision clarifies that the minimum <i>OCRM Critical Line</i> buffer and average <i>OCRM Critical Line</i> Buffer applies to all Lots abutting the Critical Line, not just single family detached Lots. There is a further clarification that the minimum <i>OCRM Critical Line</i> Buffer in the AG-8 area must be 35'. The sentence dealing with the <i>ARB</i>'s authority to adjust <i>Setbacks</i> in the AG-8 area has been moved to Section 6.2.4 that addresses <i>Setbacks</i>, as previously discussed.</p>

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CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Section 8.2.B.3 c &amp; d – Buffers and Screening – Exceptions to OCRM Critical Line Buffers, page 31</b> - 3. <u>Exceptions to OCRM Critical Line Buffers.</u> The Property Owner shall be allowed the following exceptions for alteration of the <i>OCRM Critical Line</i> Buffers:</p> <p>a. <u>Village Green:</u> An Open Space area not to exceed 50 feet in width, which may include a deck, shall be allowed to intrude into the <i>OCRM Critical Line</i> setback and buffer up to the <i>OCRM Critical Line</i> in one location as generally shown on the non-binding illustration attached as Exhibit 8.3.</p> <p>b. <u>Saltwater Wetlands Mitigation.</u> <i>Property Owner</i> shall be allowed to disturb the <i>OCRM Critical Line</i> Buffer and conduct activity in the <i>OCRM Critical Line</i> Buffer only as necessary, and with the minimal amount of impact and variance from the <i>OCRM Critical Line</i> Buffer requirements as determined by the Zoning and Planning Department Director, in order to accomplish the saltwater wetlands mitigation approved by the United States Army Corps of Engineers in its letter dated April 4, 2017, copy attached as Exhibit 8.4 hereto.</p>	<p>3. <u>Exceptions to OCRM Critical Line Buffers.</u> The Property Owner shall be allowed the following exceptions for alteration of the <i>OCRM Critical Line</i> Buffers:</p> <p>a. <u>Village Green:</u> An Open Space area not to exceed 50 feet in width, which may include a deck, shall be allowed to intrude into the <i>OCRM Critical Line</i> setback and buffer up to the <i>OCRM Critical Line</i> in one location as generally shown on the non-binding illustration attached as Exhibit 8.3.</p> <p>b. <u>Saltwater Wetlands Mitigation.</u> <i>Property Owner</i> shall be allowed to disturb the <i>OCRM Critical Line</i> Buffer and conduct activity in the <i>OCRM Critical Line</i> Buffer only as necessary, and with the minimal amount of impact and variance from the <i>OCRM Critical Line</i> Buffer requirements as determined by the Zoning and Planning Department Director, in order to accomplish the saltwater wetlands mitigation approved by the United States Army Corps of Engineers in its letter dated April 4, 2017, copy attached as Exhibit 8.4 hereto.</p> <p>c. <u>Causeways.</u> Notwithstanding any other provisions herein, no <i>OCRM Critical Line</i> Buffer shall be required for the causeways within the <i>Real Property</i>.</p> <p>d. <u>Utilities.</u> <i>Property Owner</i> shall be allowed to cross the <i>OCRM Critical Line</i> Buffer to install, maintain, and repair underground utilities if permitted by appropriate state and federal authorities where applicable. Any such underground utilities will require review and approval in accordance with the requirements of ZLDR Sec. 3.7, Site Plan Review, and all other applicable sections of the ZLDR. If the installation, maintenance, or repair of the underground utility results in the removal of vegetation in the <i>OCRM Critical Line</i> Buffer, the <i>Property Owner</i> shall submit a landscaping plan for the revegetation of the Buffer along with a planting schedule for review and approval by the Planning Director as part of the Site Plan Review process or subdivision review process. Removal of Protected or Grand Trees shall be in compliance with Section 9.B of the Plan.</p>	<p>The exceptions to alteration of the OCRM critical line buffers have been expanded to provide that there shall be no buffer required for causeways (because it is physically impossible) and that underground utilities may cross the OCRM Critical Line buffer provided that any disturbed area in the buffer must be re-vegetated according to a landscaping plan approved by the Planning Director.</p>
<p><b>Section 8.2.E - Right - of - Way Buffers, page 32</b> – NEW PROVISION.</p>	<p>E. <u>Right-of-Way Buffers.</u> The provisions of Article 9.5.4.A of the ZLDR shall not apply to the right-of-ways within the <i>Real Property</i> except for the provisions in Section 8.2.C.2 above pertaining to the Betsy Kerrison Parkway.</p>	<p>The requirement for right-of-way buffers has been eliminated except for the Betsy Kerrison Parkway buffer. The ARB is charged with overseeing the aesthetics of Kiawah River (structures and landscaping) and will have the discretion to decide if such a buffer is warranted or desirable in a given location. Internal right-of-way buffers are incompatible with traditional neighborhood development.</p>

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CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Section 8.2.G – Determination of Required Buffers, page 33 -</b> NEW PROVISION.</p>	<p><b>G. <u>Determination of Required Buffers.</u></b> The following procedure shall be used in determining which of the buffer types in the Land Use Buffer Table (Table 8.2) apply:</p> <ol style="list-style-type: none"> <li>1. Determine the type of use proposed for the site that is being developed. This is the "Proposed Use" (Column 1);</li> <li>2. Determine the use, or proposed use if undeveloped on the adjacent parcel. This is shown on Row 1;</li> <li>3. The intersection of the proposed use in Column 1, and the adjacent use in Row 1 is the required landscape buffer width;</li> <li>4. Contact the <i>ARB</i> for the required plantings within the buffer.</li> </ol>	<p>The buffer table is difficult for the uninitiated to interpret and apply. This new section is added to instruct the user on how to read and apply Table 8.2 – Internal Buffers to determine the required buffers.</p>
<p><b>Table 8.2 – Internal Buffers, page 34 –</b> See PD Current Provision Table 8.2 – Internal Buffers <b>ATTACHMENT 7</b></p>	<p>See PD Red-Line Amendment Table 8.2 – Internal Buffers <b>ATTACHMENT 8</b></p>	<p>Retirement Housing has been added to the Internal Buffer Table. Reflecting that the Property is being developed as a Traditional Neighborhood</p>
<p><b>Section 9.B - Tree Removal, Replacement, Protection, Preservation and Mitigation, page 36 –</b> B. <u>Tree Removal, Replacement, Protection, Preservation and Mitigation:</u> Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>, shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the <i>Real Property</i> or any portion thereof; provided, however, the <i>ARB</i> shall be permitted to modify these standards and, upon approval by the Planning Director, these modifications shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the <i>Real Property</i> or any portion thereof. Notwithstanding the foregoing, the <i>ARB</i> shall not be permitted to modify the tree removal, replacement, protection, preservation and mitigation requirements for <i>Grand Trees</i> (as delineated on the tree survey) set forth in Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>. The <i>County Board of Zoning Appeals</i> shall have sole and exclusive jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for <i>Grand Trees</i> (as delineated on the tree survey) set forth in Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>. The <i>Board of Zoning Appeals</i> shall exercise this jurisdiction consistent with the procedural and approval criteria in the <i>ZLDR</i>. The <i>ARB</i> shall have sole jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for all other <i>Protected Trees</i> (as delineated in the tree survey). The <i>ARB</i> shall give special consideration to the <i>Golf Course</i>, wastewater treatment facility, and any portion of the <i>Real Property</i> developed pursuant to a traditional neighborhood design. For such portions of the <i>Real Property</i>, the <i>ARB</i> shall permit removal of <i>Protected Trees</i> upon appropriate mitigation by the <i>Property Owner</i>.</p>	<p>B. <u>Tree Removal, Replacement, Protection, Preservation and Mitigation:</u> Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>, shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the <i>Real Property</i> or any portion thereof; provided, however, the <i>ARB</i> shall be permitted to modify these standards and, upon approval by the Planning Director, these modifications shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the <i>Real Property</i> or any portion thereof. Notwithstanding the foregoing, the <i>ARB</i> shall not be permitted to modify the tree removal, replacement, protection, preservation and mitigation requirements for <i>Grand Trees</i> (as delineated on the tree survey) set forth in Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>. The <i>County Board of Zoning Appeals</i> shall have sole and exclusive jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for <i>Grand Trees</i> (as delineated on the tree survey) set forth in Article 9.4 of the <i>ZLDR</i>, as modified in <u>Appendix B</u>. The <i>Board of Zoning Appeals</i> shall exercise this jurisdiction consistent with the procedural and approval criteria in the <i>ZLDR</i>. The <i>ARB</i> shall have sole jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for all other <i>Protected Trees</i> (as delineated in the tree survey). The <i>ARB</i> shall give special consideration to the <i>Golf Course</i>, wastewater treatment facility, and any portion of the <i>Real Property</i> developed pursuant to a traditional neighborhood design. For such portions of the <i>Real Property</i>, the <i>ARB</i> shall permit removal of <i>Protected Trees</i> upon appropriate mitigation by the <i>Property Owner</i>. <b>If healthy laurel oaks or water oaks are removed, the <i>Property Owner</i> shall implement inch per caliper inch mitigation as directed or approved by the <i>Planning Director</i>.</b></p>	<p>This provision has been revised to take into account the exclusion of laurel oaks and water oaks from the definition of <i>Grand Trees</i> discussed on the first page. If healthy laurel oaks or water oaks greater than 24" DBH are removed, the <i>Property Owner</i> shall implement inch per caliper inch mitigation as directed or approved by the <i>Planning Director</i>.</p>

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CURRENT PROVISION		PROPOSED PROVISION		EFFECT / RATIONALE																																																																								
<p><b>Section 10 – Parking Standards, page 37 –</b>                      A. <u>Generally</u>: The Parking and Loading Regulations in Article 9.3 of the <i>ZLDR</i>, and no others, shall apply to the <i>Real Property</i> or any portion thereof; provided, however, the following shared parking guidelines <u>Table 10.2</u> may be utilized in the River Village and Bohicket Station to accommodate a mix of uses on the <i>Real Property</i>:</p> <p style="text-align: center;"><b>Table 10.1: Required Parking Standards</b></p> <table border="1"> <thead> <tr> <th>Use Type</th> <th>Residential</th> <th>Village</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>2.0/Dwelling Unit</td> <td>1.0/Dwelling Unit</td> </tr> <tr> <td>Lodging (incl. 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In establishing the required minimum of off-street parking, the ARB may consider the following in making a reasonable determination of the projected parking needs: the nature of the use(s), the availability of on-street parking, anticipated access by non-vehicular means (i.e., pedestrian, bicycle, golf cart, etc.), peak and off-peak parking projections, recognized standards for determining adequate parking spaces, any qualified professional assessments of particular parking needs, and any other factors the ARB deems pertinent.</p> <p style="text-align: center;"><b>Table 10.2: Shared Parking Standards</b></p> <table border="1"> <thead> <tr> <th></th> <th>Residential</th> <th>Lodging</th> <th>Office</th> <th>Retail</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>1</td> <td>1.1</td> <td>1.4</td> <td>1.2</td> </tr> <tr> <td>Lodging</td> <td>1.1</td> <td>1.0</td> <td>1.7</td> <td>1.3</td> </tr> <tr> <td>Office</td> <td>1.4</td> <td>1.7</td> <td>1.0</td> <td>1.2</td> </tr> <tr> <td>Retail</td> <td>1.2</td> <td>1.3</td> <td>1.2</td> <td>1.0</td> </tr> </tbody> </table> <p>Notwithstanding the foregoing, the <i>Property Owner</i> shall have the right to utilize on-street parallel and angle parking (to include 90 degree</p>		Use Type	Residential	Village	Residential	2.0/Dwelling Unit	1.0/Dwelling Unit	Lodging (incl. Hotels, Inns, Bed and Breakfasts, and Villas)	1.0/Guest Room	1.0/Guest Room	Office	3.0/1,000 square feet	2.0/1,000 square feet	Retail	4.0/1,000 square feet	3.0/1,000 square feet	All Other	To be determined by ARB (1)	To be determined by ARB (1)		Residential	Lodging	Office	Retail	Residential	1	1.1	1.4	1.2	Lodging	1.1	1.0	1.7	1.3	Office	1.4	1.7	1.0	1.2	Retail	1.2	1.3	1.2	1.0	<p>A. <u>Generally</u>: The Parking and Loading Regulations in Article 9.3 of the <i>ZLDR</i>, and no others, shall apply to the <i>Real Property</i> or any portion thereof; provided, however, <b>the off-site parking standards of Article 9.3.4.B of the <i>ZLDR</i> shall be modified for non-residential <i>Development</i> and <i>Villas</i> that are <i>Guest Rooms</i> to allow up to 100% of the required parking to be off-site at a location on the <i>Real Property</i> and to allow portions of the required parking to be satisfied by on-street parking as further shown in the modifications to Article 9.3.4.B of the <i>ZLDR</i> in Appendix B to the <i>Development Agreement for the Real Property</i>; and, provided further, however, the following shared parking guidelines <u>Table 10.2</u> may be utilized in the River Village and Bohicket Station to accommodate a mix of uses on the <i>Real Property</i>:</b></p> <p style="text-align: center;"><b>Table 10.1: Required Parking Standards</b></p> <table border="1"> <thead> <tr> <th>Use Type</th> <th>Rural Residential</th> <th>River Village and Bohicket Station</th> </tr> </thead> <tbody> <tr> <td>Residential, including Retirement Housing</td> <td>2.0/Dwelling Unit</td> <td>1.0/Dwelling Unit</td> </tr> <tr> <td>Lodging (incl. 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These amendments also clarify that Retirement Housing is a category of Residential for purposes of Table 10.1: Required Parking Standards. Since <i>Retirement Housing</i> can only be situated in the River Village, the parking required will be one space per <i>Retirement Housing Unit</i>.</p>	
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<p>parking) on private <i>Thoroughfares</i> on the <i>Real Property</i>, if such parking does not present a significant safety hazard with respect to the particular <i>Thoroughfare</i>.</p>	<table border="1"> <tr> <td><b>Lodging</b></td> <td>1.1</td> <td>1.0</td> <td>1.7</td> <td>1.3</td> </tr> <tr> <td><b>Office</b></td> <td>1.4</td> <td>1.7</td> <td>1.0</td> <td>1.2</td> </tr> <tr> <td><b>Retail</b></td> <td>1.2</td> <td>1.3</td> <td>1.2</td> <td>1.0</td> </tr> </table>	<b>Lodging</b>	1.1	1.0	1.7	1.3	<b>Office</b>	1.4	1.7	1.0	1.2	<b>Retail</b>	1.2	1.3	1.2	1.0	<p>Notwithstanding the foregoing, the <i>Property Owner</i> shall have the right to utilize on-street parallel and angle parking (to include 90 degree parking) on private <i>Thoroughfares</i> on the <i>Real Property</i>, if such parking</p>
<b>Lodging</b>	1.1	1.0	1.7	1.3													
<b>Office</b>	1.4	1.7	1.0	1.2													
<b>Retail</b>	1.2	1.3	1.2	1.0													
<p align="center"><u>CURRENT PROVISION</u></p>	<p align="center"><u>PROPOSED PROVISION</u></p>	<p align="center"><u>EFFECT / RATIONALE</u></p>															
<p><b>Section 12 – Architectural &amp; Landscape Design Standards, page 40</b> – The architectural and landscaping regulations set forth in the <i>ZLDR</i> shall apply to the <i>Real Property</i>; provided, however, the <i>Property Owner</i> may adopt more restrictive architectural and landscaping guidelines for the <i>Real Property</i> or a portion thereof and, upon approval by the <i>Planning Director</i>, such guidelines shall apply in lieu of the architectural and landscaping regulations in the <i>ZLDR</i>. <u>Exhibits 12.1 and 12.2</u> illustrate the architecture and landscaping which may be incorporated on the <i>Real Property</i> or portions thereof. The <i>Property Owner</i> shall adopt restrictive covenants with respect to Single-Family Detached <i>Lots</i> located on the Rural Residential portion of the <i>Real Property</i>, requiring at least 50% of each <i>Lot</i> be preserved in its natural habitat. These guidelines intend to be similar in content and character to Kiawah Island Community Association Guidelines “Designing with Nature”.</p>	<p>The <i>ARB</i> shall develop and administer the architectural and landscaping requirements for the <i>Real Property</i> as provided in the <i>Covenants</i>. The <i>Property Owner</i> shall provide the <i>Planning Director</i> a copy of the <i>ARB</i> approval of the architectural and landscaping design as part of each <i>Development</i> application. <u>Exhibits 12.1, 12.2, 12.3, and 12.4</u> illustrate the architecture and landscaping which may be incorporated on the <i>Real Property</i> or portions thereof. The <i>Property Owner</i> shall adopt restrictive covenants with respect to Single-Family Detached <i>Lots</i> located on the Rural Residential portion of the <i>Real Property</i>, requiring at least 50% of each <i>Lot</i> be preserved in its natural habitat. These guidelines intend to be similar in content and character to Kiawah Island Community Association Guidelines “Designing with Nature”.</p>	<p>The proposed amendment recognizes that the Kiawah River ARB shall be responsible for Architectural &amp; Landscape Design Standards rather than the Planning Director. The Planning Director will not be required to judge, comment upon, approve, or disapprove the aesthetic appearance of structures. The owner understands that the planning director did not want to be the arbiter of aesthetics of the development. The ARB will oversee aesthetics as typically occurs in most planned communities like this. Even so, The <i>Property Owner</i> shall provide the <i>Planning Director</i> a copy of the <i>ARB</i> approval of the architectural and landscaping design as part of each <i>Development</i> application.</p>															
<p><b>Section 13 – Signage Standards, page 41</b> – 1. The <i>Property Owner</i> shall provide a master signage plan to the <i>Planning Director</i>, for review and approval, for each phase of the <i>Project</i> prior to obtaining a certificate of occupancy for any portion of that phase of the <i>Project</i>. Review and approval shall be based upon the sign regulations applicable to the <i>Real Property</i> and shall not be unreasonably withheld. The sign regulations in Article 9.11 of the <i>ZLDR</i>, as set forth in <u>Appendix B</u>, and no others, shall apply to the <i>Real Property</i>; provided, however, the <i>Property Owner</i> may adopt sign guidelines for the <i>Real Property</i> or a portion thereof and, upon approval by the <i>Planning Director</i>, such guidelines shall apply in lieu of the sign regulations in the <i>ZLDR</i>; and further provided the sign regulations in section 13.2 of this <i>Plan</i> shall apply.</p>	<p>1. The <i>Property Owner</i> shall provide a master signage plan to the <i>ARB</i>, for review and approval, for each phase of the <i>Project</i> and must provide the <i>ARB</i>’s written approval of that phase’s master signage plan to the <i>Planning Director</i> prior to obtaining a certificate of occupancy for any portion of that phase of the <i>Project</i>. <u>Notwithstanding the foregoing, the standards contained within Article 9.11 of the <i>ZLDR</i> shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road.</u></p>	<p>The master signage plan provision has been revised shifting responsibility for approval of the plan to the ARB, and requiring that the ARB provide their written approval to the Planning Director prior to obtaining a certificate of occupancy for the subject phase of the community, and further, that the Betsy Kerrison Parkway and Mullet Hall Road frontages are subject to the sign provisions within Article 9.11 of the <i>ZLDR</i>.</p>															

**KIAWAH RIVER PD AMENDMENT WORKSHOP AT PLANNING COMMITTEE – December 9, 2019**

CURRENT PROVISION	PROPOSED PROVISION	EFFECT / RATIONALE
<p><b>Section 15.3 – Variances, page 49</b> – The provisions of Article 3.10 of the ZLDR, relating to variances, shall not apply to the planned Development. All major changes to the planned Development must be approved by County Council. Variances from the tree regulations in the Plan may be granted in accordance with the processes in the Plan.</p>	<p>The provisions of Article 3.10 of the ZLDR, relating to variances, shall apply to the planned Development <b>with respect to zoning-related dimensional, design or performance standards on individual Lots. Variance applications for trees, Setbacks, buffers, height, and maximum Lot/building coverage for individual Lots shall be processed pursuant to ZLDR Article 3.10, Zoning Variances.</b> All other proposed changes to the Development Agreement and/or Planned Development must be processed as Development Agreement and Planned Development amendment applications. Variances from the tree regulations in the Plan may be granted in accordance with the processes in the Plan.</p>	<p>Proposes that the variance provisions of the ZLDR shall apply to Kiawah River. A variance because of a peculiar physical characteristic of an individual Lot should not require an amendment to the PDD Plan for every Lot in the PD. An amendment to the PDD Plan would change the standard for the entire project when relief is only needed as to one Lot. PDD zoning is a zoning district not zoning for an individual lot. The proposed amendment deals with requested variances from the dimensional, design or performance standards on individual Lots, such as a variance from the standard for trees, Setbacks, buffers, height, and maximum Lot/building coverage. All other changes that would be changes to the Development Agreement or PD Plan would have to proceed through the amendment process. The proposed change treats the Kiawah River PDD with the same procedures on variances as apply in other zoning districts in the County</p>



**Table 4.1-Table of Uses**

<b>Use Designation</b>	<b>Uses</b>	<b>Classification or Conditions</b>
<b>Agricultural</b>	Animal Aquaculture, including Finfish Farming, Fish Hatcheries, or Shrimp or Shellfish Farming (in ponds)	
	Apiculture (Bee Keeping)	A
	Horse or Other Animal Production	
	Concentrated Animal Feeding Operations	
	Greenhouse Production or Food Crops Grown under Cover	A
	Horticultural Production or Commercial Nursery Operations	A
	Hydroponics	A
	Crop Production	A
	Bona Fide Forestry Operations	C, §6.4.23
	Lumber Mills, Planing, or Saw Mills, including chipping and mulching	
	Stable	C, §6.4.20
	Agricultural Processing	
	Agricultural Sales or Services	A
	Roadside Stands, including the sale of Sweetgrass Baskets	C, §6.4.58
<b>Residential</b>	Congregate Living for the elderly	C
	Duplex	A
	Dwelling Group	C, §6.4.7
	Multi-Family, including Condominiums or Apartments	A
	Retirement Housing	C
	Retirement Housing, Limited (up to 10 residents)	C
	Single Family Attached, also known as Townhouses or Rowhouses	C, §6.4.2
	Single Family Detached	A
	Workforce Housing	A
	Affordable Housing	A
<b>Civic/Institutional</b>	Court of Law	A* <sup>1</sup>
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection and Police Protection	A*
	Adult Day Care Facilities	C*, §6.4.29
	Child Day Care Facilities, including Group Day Care Home or Child Care Center	C*, §6.4.29
	Family Day Care Home	A*

<sup>1</sup> An asterisk (\*) indicates the use will contribute to GLA entitlement densities, and no others, in the Agreement.

# ATTACHMENT 1-2

<b>Death Care Services</b>	Cemeteries or Crematories	A
	Funeral Services, including Funeral Homes or Mortuaries	A*
<b>Educational Services</b>	Pre-School or Educational Nursery	C*, §6.4.29
	School, Primary	A*
	School, Secondary	A*
	College or University Facility	A*
	Business or Trade School	A*
	Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools	A*
<b>Health Care Services</b>	Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities	A*
	Convalescent Services, including Nursing Homes	A*
	Public or Community Health Care Centers	A*
	Health Care Laboratories, including Medical Diagnostic or Dental Laboratories	A*
	Home Health Agencies	A*
	Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices	A*
<b>Museums, Historical Sites and Similar Institutions</b>	Historical Sites (Open to the Public)	A
	Libraries or Archives	A
	Museums	A*
	Nature Exhibition	C, §6.4.10
	Botanical Gardens	A*
<b>Postal Service</b>	Postal Service	A*
<b>Recreation and Entertainment</b>	Community Recreation, including Recreation Centers	A
	Fishing or Hunting Guide Service (commercial)	A*
	Fishing or Hunting Lodge (commercial)	A*
	Golf Courses or Country Clubs	C, §6.4.50
	Parks and Recreation	A
	Recreation and Entertainment, Indoor, including Bowling Centers, Ice or Roller Skating Rinks, Indoor Shooting Ranges, Theaters, or Video Arcades	C*, §6.4.11

# ATTACHMENT 1-3

	Recreation and Entertainment, Outdoor, including Amusement Parks, Fairgrounds, Miniature Golf Course, Race or Go-Cart Tracks, or Sports Arena	C*, §6.4.11
	Golf Driving Ranges	C*, §6.4.11
	Outdoor Shooting Ranges	C*, §6.4.11
	Recreation or Vacation Camps	C*, §6.4.11
	Equestrian	C, §6.4.11
<b>Religious, Civic, Professional and Similar Organizations</b>	Business, Professional, Labor or Political Organizations	A*
	Social or Civic Organizations, including Youth Organizations	A*
	Religious Assembly	A
	Social Club or Lounge	A
<b>Utility and Waste-Related Uses</b>	Utility Service, Major	C, §6.4.17 §6.4.21
	Electric or Gas Power Generation Facilities	C, §6.4.17 §6.4.21
	Utility Substation	C, §6.4.21
	Electrical or Telephone Switching Facility	C, §6.4.21
	Sewage Collector or Trunk Lines	C, §6.4.21
	Sewage Disposal Facilities	C, §6.4.17
	Utility Pumping Station	C, §6.4.21
	Water Mains	C, §6.4.21
	Water or Sewage Treatment Facilities	C, §6.4.21
	Water Storage Tank	C, §6.4.21
	Utility Service, Minor	C, §6.4.31
	Electric or Gas Power Distribution	C, §6.4.31
	Sewage Collection Service Line	C, §6.4.31
	Water Service Line	C, §6.4.31
	Septic Tank Installation, Cleaning or Related Services	C, §6.4.31
<b>Accommodations</b>	Hotels	A
	Inns	A
	Bed and Breakfasts	C, §6.4.4
	Villas	A
<b>Animal Services</b>	Kennel	C*, §6.4.54
	Pet Stores or Grooming Salons	A*
	Small Animal Boarding (enclosed building)	A*
	Veterinary Services	A*

# ATTACHMENT 1-4

<b>Commercial</b>	Banks	A*
-Financial	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers	A*
-Food Services and Drinking Places	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bards or Lounges	A*
	Catering Service	A*
	Restaurant, Fast Food, including Snack or Non-Alcoholic Beverage Bars	A*
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full Service Restaurants	A*
-Information and Industries	Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices	A*
	Communication Towers	C*, §6.4.5
	Data Processing Services	A*
	Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers	A*
-Offices	Administrative of Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services, or Travel Arrangement Services	A*
	Government Office	A*
	Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services	A*
-Other Non-Residential Development	Convention Center or Visitors Bureau	A*
	Office/Warehouse Complex	A*
	Off-Premises Sign (e.g. Billboard)	C*, <u>See</u> section 13.2 of the <i>Plan</i>
	Special Trade Contractors (Offices/Storage)	C*, §6.4.36
	Building Equipment or Other Machinery Installation Contractors	C*, §6.4.36
	Carpentry Contractors	C*, §6.4.36
	Concrete Contractors	C*, §6.4.36
	Drywall, Plastering, Acoustical or Insulation Contractors	C*, §6.4.36
	Electrical Contractors	C*, §6.4.36
	Excavation Contractors	C*, §6.4.36
	Masonry or Stone Contractors	C*, §6.4.36
	Painting or Wall Covering Contractors	C*, §6.4.36
	Plumbing, Heating or Air Conditioning Contractors	C*, §6.4.36
	Roofing, Siding or Sheet Metal Contractors	C*, §6.4.36
	Tile, Marble, Terrazzo or Mosaic Contractors	C*, §6.4.36

# ATTACHMENT 1-5

<b>Parking</b>	Parking Lots	A
	Parking Garages	A
<b>Rental and Leasing Services</b>	Charter Boat or Other Recreational Watercraft Rental Services	C*, Article 5.3
	Construction Tools or Equipment Rentals	A*
	Consumer Goods Rental Centers	A*
	Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items	C*, §6.4.38
	Self-Service Storage/Mini-Warehousing	C*, §6.4.16
<b>Repair and Maintenance Services</b>	Boat Yard	C*, §6.4.39 Article 5.3
	Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops	C*, §6.4.40
	Repair Service, Commercial, including Electric Motor Repair, Scientific or Professional Instrument Repair, Tool Repair, Heavy Duty Truck or Machinery Servicing and Repair, Tire Retreading or Recapping, or Welding Shops	A*
	Vehicle Repair Consumer, including Muffler Shops, Auto Repair Garages, Tire or Break Shops, or Body or Fender Shops	C*, §6.4.22
	Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes	C*, §6.4.22
<b>Retail Sales</b>	Nonstore Retailers	A*
	Direct Selling Establishments	A*
	Electronic Shopping or Mail-Order Houses	A*
	Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers	A*
	Liquefied Petroleum Gas (Bottled Gas) Dealers	C*, §6.4.41
	Vending Machine Operators	A*
	Building Materials or Garden Equipment and Supplies Retailers	C*, §6.4.42
	Hardware Stores	C*, §6.4.42
	Home Improvement Centers	A*
	Garden Supply Centers	C*, §6.4.42
	Outdoor Power Equipment Stores	C*, §6.4.42
	Paint, Varnish or Wallpaper Stores	C*, §6.4.42
	Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops	A*
	Liquor, Beer or Wine Sales	A*
	Retail Sales or Services, General	A*

# ATTACHMENT 1-6

	Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store	A*
	Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store	A*
	Convenience Stores	A*
	Drug Stores or Pharmacies	A*
	Duplicating or Quick Printing Services	A*
	Electronics, Appliance or Related Products Store	A*
	Florist	A*
	Furniture, Cabinet, Home Furnishings or Related Products Store	A*
	Pawn Shop	A*
	Private Postal or Mailing Service	A*
	Tobacconist	A*
	Sweetgrass Basket Stands	C*, §6.4.58
	Warehouse Clubs or Superstores	A*
	Service Stations, Gasoline (with or without convenience stores)	A*
	Motorcycle, Watercraft, or Recreational Vehicle Dealers	A*
	Vehicle Parts, Accessories or Tire Stores	A*
<b>Retail or Personal Services</b>	Consumer Convenience Service	A*
	Automated Bank/Teller Machines	A*
	Drycleaners or Coin-Operated Laundries	A*
	Drycleaning or Laundry Pick-up Service Stations	A*
	Locksmith	A*
	One-Hour Photo Finishing	A*
	Tailors or Seamstresses	A*
	Hair, Nail or Skin Care Services, including Barber Shops or Beauty Salons	A*
	Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios	A*
	Services to Buildings or Dwellings, including Carpet or Upholstery Cleaning, Exterminating, or Janitorial services	A*
	Landscaping and Horticultural Services to commercial, industrial, or institutional buildings and residences	A*
<b>Water Dependent Uses</b>	Boat Ramps	C, §5.3.4 Article 5.3
	Dock or Pier	C, §5.3.3 Article 5.3
	Dry Stack Storage for Watercraft	C*, Article 5.3

# ATTACHMENT 1-7

<b>Recycling Services</b>	Recycling Center	A*
	Recycling Collection, Drop-Off	A*
<b>Transportation</b>	Sightseeing Transportation, Land or Water	C*, Article 5.3
	Taxi or Limousine Service	A*
	Urban Transit Systems	A*
	Water Transportation, including Coastal or Inland Water Passenger Transportation	C*, Article 5.3

**Table 4.1-Table of Uses**

Use Designation	Uses	Classification or Conditions
<b>Agricultural</b>	Animal Aquaculture, including Finfish Farming, Fish Hatcheries, or Shrimp or Shellfish Farming (in ponds)	
	Apiculture (Bee Keeping)	A
	Horse or Other Animal Production	
	Concentrated Animal Feeding Operations	
	Greenhouse Production or Food Crops Grown under Cover	A
	Horticultural Production or Commercial Nursery Operations	A
	Hydroponics	A
	Crop Production	A
	Bona Fide Forestry Operations	C, §6.4.23
	Lumber Mills, Planing, or Saw Mills, including chipping and mulching	
	Stable	C, §6.4.20
	Agricultural Processing	
	Agricultural Sales or Services	A
	Roadside Stands, including the sale of Sweetgrass Baskets	C, §6.4.58
<b>Residential</b>	Congregate Living for the elderly	<del>CA</del>
	Duplex	A, <a href="#">Note 6 to Table 6.1</a>
	Dwelling Group	C, §6.4.7
	Multi-Family, including Condominiums or Apartments	A, <a href="#">Note 6 to Table 6.1</a>
	Retirement Housing	<del>CA</del>
	<del>Retirement Housing, Limited (up to 10 residents)</del>	<del>C</del>
	Single Family Attached, also known as Townhouses or Rowhouses	C, §6.4.2, <a href="#">Note 6 to Table 6.1</a>
	Single Family Detached	A
	Workforce Housing	A
	Affordable Housing	A
<b>Civic/Institutional</b>	Court of Law	A* <sup>1</sup>
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection and Police Protection	A*
	Adult Day Care Facilities	C*, §6.4.29
	Child Day Care Facilities, including Group Day Care Home or Child Care Center	C*, §6.4.29
	Family Day Care Home	A*

<sup>1</sup> An asterisk (\*) indicates the use will contribute to GLA entitlement densities, and no others, in the Agreement.



<b>Death Care Services</b>	Cemeteries or Crematories	A
	Funeral Services, including Funeral Homes or Mortuaries	A*
<b>Educational Services</b>	Pre-School or Educational Nursery	C*, §6.4.29
	School, Primary	A*
	School, Secondary	A*
	College or University Facility	A*
	Business or Trade School	A*
	Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools	A*
<b>Health Care Services</b>	Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities	A*
	Convalescent Services, including Nursing Homes	A*
	Public or Community Health Care Centers	A*
	Health Care Laboratories, including Medical Diagnostic or Dental Laboratories	A*
	Home Health Agencies	A*
	Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices	A*
<b>Museums, Historical Sites and Similar Institutions</b>	Historical Sites (Open to the Public)	A
	Libraries or Archives	A
	Museums	A*
	Nature Exhibition	C, §6.4.10
	Botanical Gardens	A*
<b>Postal Service</b>	Postal Service	A*
<b>Recreation and Entertainment</b>	Community Recreation, including Recreation Centers	A
	<u>Community Amenity Center, such as a fitness club/aquatic center</u>	<u>A</u>
	Fishing or Hunting Guide Service (commercial)	A*
	Fishing or Hunting Lodge (commercial)	A*
	Golf Courses or Country Clubs	C, §6.4.50
	Parks and Recreation	A

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	Recreation and Entertainment, Indoor, including Bowling Centers, Ice or Roller Skating Rinks, Indoor Shooting Ranges, Theaters, or Video Arcades	C*, §6.4.11
	Recreation and Entertainment, Outdoor, including Amusement Parks, Fairgrounds, Miniature Golf Course, Race or Go-Cart Tracks, or Sports Arena	C*, §6.4.11
	Golf Driving Ranges	C*, §6.4.11
	Outdoor Shooting Ranges	C*, §6.4.11
	Recreation or Vacation Camps	C*, §6.4.11
	Equestrian	C, §6.4.11
<b>Religious, Civic, Professional and Similar Organizations</b>	Business, Professional, Labor or Political Organizations	A*
	Social or Civic Organizations, including Youth Organizations	A*
	Religious Assembly	A
	Social Club or Lounge	A
<b>Utility and Waste-Related Uses</b>	Utility Service, Major	C, §6.4.17 §6.4.21
	Electric or Gas Power Generation Facilities	C, §6.4.17 §6.4.21
	Utility Substation	C, §6.4.21
	Electrical or Telephone Switching Facility	C, §6.4.21
	Sewage Collector or Trunk Lines	C, §6.4.21
	Sewage Disposal Facilities	C, §6.4.17
	Utility Pumping Station	C, §6.4.21
	Water Mains	C, §6.4.21
	Water or Sewage Treatment Facilities	C, §6.4.21
	Water Storage Tank	C, §6.4.21
	Utility Service, Minor	C, §6.4.31
	Electric or Gas Power Distribution	C, §6.4.31
	Sewage Collection Service Line	C, §6.4.31
	Water Service Line	C, §6.4.31
	Septic Tank Installation, Cleaning or Related Services	C, §6.4.31
<b>Accommodations</b>	Hotels	A
	Inns	A
	Bed and Breakfasts	C, §6.4.4
	Villas	A
<b>Animal Services</b>	Kennel	C*, §6.4.54
	Pet Stores or Grooming Salons	A*

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	Small Animal Boarding (enclosed building)	A*
	Veterinary Services	A*
<b>Commercial</b>	Banks	A*
-Financial	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers	A*
-Food Services and Drinking Places	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bards or Lounges	A*
	Catering Service	A*
	Restaurant, Fast Food, including Snack or Non-Alcoholic Beverage Bars	A*
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full Service Restaurants	A*
-Information and Industries	Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices	A*
	Communication Towers	C*, §6.4.5
	Data Processing Services	A*
	Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers	A*
-Offices	Administrative of Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services, or Travel Arrangement Services	A*
	Government Office	A*
	Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services	A*
-Other Non-Residential Development	Convention Center or Visitors Bureau	A*
	Office/Warehouse Complex	A*
	Off-Premises Sign (e.g. Billboard)	C*, See section 13.2 of the <i>Plan</i>
	Special Trade Contractors (Offices/Storage)	C*, §6.4.36
	Building Equipment or Other Machinery Installation Contractors	C*, §6.4.36
	Carpentry Contractors	C*, §6.4.36
	Concrete Contractors	C*, §6.4.36
	Drywall, Plastering, Acoustical or Insulation Contractors	C*, §6.4.36
	Electrical Contractors	C*, §6.4.36
	Excavation Contractors	C*, §6.4.36
	Masonry or Stone Contractors	C*, §6.4.36
	Painting or Wall Covering Contractors	C*, §6.4.36
	Plumbing, Heating or Air Conditioning Contractors	C*, §6.4.36

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	Roofing, Siding or Sheet Metal Contractors	C*, §6.4.36
	Tile, Marble, Terrazzo or Mosaic Contractors	C*, §6.4.36
<b>Parking</b>	Parking Lots	A
	Parking Garages	A
<b>Rental and Leasing Services</b>	Charter Boat or Other Recreational Watercraft Rental Services	C*, Article 5.3
	Construction Tools or Equipment Rentals	A*
	Consumer Goods Rental Centers	A*
	Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items	C*, §6.4.38
	Self-Service Storage/Mini-Warehousing <u>(Subject to Note 1)</u>	C*, §6.4.16
	<u>Boat/RV Storage (Subject to Note 1)</u>	A*
<b>Repair and Maintenance Services</b>	Boat Yard	C*, §6.4.39 Article 5.3
	Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops	C*, §6.4.40
	Repair Service, Commercial, including Electric Motor Repair, Scientific or Professional Instrument Repair, Tool Repair, Heavy Duty Truck or Machinery Servicing and Repair, Tire Retreading or Recapping, or Welding Shops	A*
	Vehicle Repair Consumer, including Muffler Shops, Auto Repair Garages, Tire or Break Shops, or Body or Fender Shops	C*, §6.4.22
	Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes	C*, §6.4.22
<b>Retail Sales</b>	Nonstore Retailers	A*
	Direct Selling Establishments	A*
	Electronic Shopping or Mail-Order Houses	A*
	Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers	A*
	Liquefied Petroleum Gas (Bottled Gas) Dealers	C*, §6.4.41
	Vending Machine Operators	A*
	Building Materials or Garden Equipment and Supplies Retailers	C*, §6.4.42
	Hardware Stores	C*, §6.4.42
	Home Improvement Centers	A*
	Garden Supply Centers	C*, §6.4.42
	Outdoor Power Equipment Stores	C*, §6.4.42
	Paint, Varnish or Wallpaper Stores	C*, §6.4.42
	Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops	A*

	Liquor, Beer or Wine Sales	A*
	Retail Sales or Services, General	A*
	Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store	A*
	Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store	A*
	Convenience Stores	A*
	Drug Stores or Pharmacies	A*
	Duplicating or Quick Printing Services	A*
	Electronics, Appliance or Related Products Store	A*
	Florist	A*
	Furniture, Cabinet, Home Furnishings or Related Products Store	A*
	Pawn Shop	A*
	Private Postal or Mailing Service	A*
	Tobacconist	A*
	Sweetgrass Basket Stands	C*, §6.4.58
	Warehouse Clubs or Superstores	A*
	Service Stations, Gasoline (with or without convenience stores)	A*
	Motorcycle, Watercraft, or Recreational Vehicle Dealers	A*
	Vehicle Parts, Accessories or Tire Stores	A*
<b>Retail or Personal Services</b>	Consumer Convenience Service	A*
	Automated Bank/Teller Machines	A*
	Drycleaners or Coin-Operated Laundries	A*
	Drycleaning or Laundry Pick-up Service Stations	A*
	Locksmith	A*
	One-Hour Photo Finishing	A*
	Tailors or Seamstresses	A*
	Hair, Nail or Skin Care Services, including Barber Shops or Beauty Salons	A*
	Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, <u>excluding Swim Club</u>	A*
	Services to Buildings or Dwellings, including Carpet or Upholstery Cleaning, Exterminating, or Janitorial services	A*
	Landscaping and Horticultural Services to commercial, industrial, or institutional buildings and residences	A*
<b>Water Dependent Uses</b>	Boat Ramps	C, §5.3.4 Article 5.3
	Dock or Pier	C, §5.3.3 Article 5.3

	Dry Stack Storage for Watercraft	C*, Article 5.3
<b>Recycling Services</b>	Recycling Center	A*
	Recycling Collection, Drop-Off	A*
<b>Transportation</b>	Sightseeing Transportation, Land or Water	C*, Article 5.3
	Taxi or Limousine Service	A*
	Urban Transit Systems	A*
	Water Transportation, including Coastal or Inland Water Passenger Transportation	C*, Article 5.3

Notes to Table 4.1:

1. These uses must be exclusively for the use of the owners and tenants of any portion of the Real Property and of the contractors working on the Real Property. Only 50% of the floor area devoted to these uses shall count against GLA.

# ATTACHMENT 3

provided, however, the total number of *Guest Rooms* and *Villas* on the *Real Property* may not exceed 450. The *Property Owner* may determine the precise type, configuration and location of *Hotels*, *Villas*, and *Guest Rooms* on the *Real Property*, in compliance with the *Agreement* and the *Plan*. *Guest Rooms*, *Hotels*, and *Villas* shall not count against any of the other entitlement densities in the *Agreement*.

5. **Golf Course:** “*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*. The *Property Owner* shall have the right to develop a portion of the *Real Property* for use as a *Golf Course* or *Golf Courses*, including up to 36 holes, any or all of which the *Property Owner* may develop as public or private, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space. The *Property Owner* shall have the right to build full-service club houses, practice ranges, training facilities and maintenance facilities accessory to the *Golf Course(s)* on the *Real Property* in any location the *Property Owner* deems appropriate, in compliance with the *Agreement* and the *Plan*. The *Property Owner* may determine the precise configuration and location of the *Golf Course(s)* and its/their accessory uses, in compliance with the *Agreement* and the *Plan*. The *Golf Course(s)*, including club houses, pro shop and other accessory uses, shall not count against any of the other entitlement densities in the *Agreement*.

**Table 5.1 – Table of Proposed Land Uses**

Permitted Uses	Not to Exceed (“nte”)	Minimum Acreage	Maximum Acreage	Maximum Density	Maximum Floor Area Ratio
Single Family Detached	nte 1285		550	4/acre	
Single Family-Attached	nte 320		50	10/acre	
Multi-Family	nte 320		50	20/acre	
Housing for the Work Force	up to 117		40	20/acre	
All Residential	nte 1285		600	1.01/acre	
GLA	nte 80,000 GLA		12		2
Accommodations	nte 450 Guest Rooms		50		2
Open Space		635.31acres			

The following standards shall apply to Table 5.1 and the location of densities within the *Development*:

1. As used in Table 5.1, “Density” refers to the number of *Dwelling Units* per unit of land area. Density is calculated by dividing the number of *Dwelling Units* on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the *Dwelling Units* are located, provided that all other requirements of the *Plan* are met.
2. The *Property Owner* may not exceed 50,000 square feet of *GLA* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
3. The *Property Owner* may not exceed 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
4. The *Property Owner* may not exceed 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is also designated in the *Plan* as Rural Residential.

vested right to develop up to 80,000 square feet of *GLA* on the *Real Property*. This *GLA* shall constitute a vested right on the *Effective Date*. The *Property Owner* may determine the precise configuration and location of *GLA* on the *Real Property*, in compliance with the *Agreement* and the *Plan*.

**54. Lodging:** The *Property Owner* shall have a vested right to develop up to 450 *Guest Rooms* on the *Real Property*, which may be dispersed among *Villas, Inns, Beds and Breakfasts*, and/or up to two (2) *Hotels*. The *Property Owner* shall have a vested right to develop up to two (2) *Hotels* on the *Real Property*; provided, however, the total number of *Guest Rooms* and *Villas* on the *Real Property* may not exceed 450. The *Property Owner* may determine the precise type, configuration and location of *Hotels, Villas, and Guest Rooms* on the *Real Property*, in compliance with the *Agreement* and the *Plan*. *Guest Rooms, Hotels, and Villas* shall not count against any of the other entitlement densities in the *Agreement*.

**65. Golf Course:** “*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*. The *Property Owner* shall have the right to develop a portion of the *Real Property* for use as a *Golf Course* or *Golf Courses*, including up to 36 holes, any or all of which the *Property Owner* may develop as public or private, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space. The *Property Owner* shall have the right to build full-service club houses, practice ranges, training facilities and maintenance facilities accessory to the *Golf Course(s)* on the *Real Property* in any location the *Property Owner* deems appropriate, in compliance with the *Agreement* and the *Plan*. The *Property Owner* may determine the precise configuration and location of the *Golf Course(s)* and its/their *Accessory Uses*, in compliance with the *Agreement* and the *Plan*. The *Golf Course(s)*, including club houses, pro shop and other *Accessory Uses*, shall not count against any of the other entitlement densities in the *Agreement*.

**Table 5.1 – Table of Proposed Land Uses**

Permitted Uses	Not to Exceed (“nte”)	Minimum Acreage	Maximum Acreage	Maximum Density	Maximum Floor Area Ratio
Single Family Detached	nte 1285		550	4/acre	
Single Family-Attached	nte 320		50	10/acre	
Multi-Family	nte 320		50	20/acre	
Housing for the Work Force	up to 117		40	20/acre	
<b>Retirement Housing</b>	<b>nte 160</b>		<b>50</b>	<b>Note 6</b>	
All Residential	nte 1285 excluding <b>Retirement Housing</b>		600	1.01/acre	
<b>GLA Commercial</b>	nte 80,000 sf GLA		12		2
<b>Self-Service Storage/Mini-Warehousing, Boat/RV Storage</b>	50% of the floor area shall count against GLA		Subject to 12 acre maximum for Commercial		
Accommodations	nte 450 Guest Rooms		50		2



Open Space		635.31acres			
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The following standards shall apply to Table 5.1 and the location of densities within the *Development*:

1. As used in Table 5.1, “Density” refers to the number of *Dwelling Units* per unit of land area. Density is calculated by dividing the number of *Dwelling Units* on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the *Dwelling Units* are located, provided that all other requirements of the *Plan* are met.
2. The *Property Owner* may not exceed 50,000 square feet of *GLA* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
3. The *Property Owner* may not exceed 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
4. The *Property Owner* may not exceed 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is also designated in the *Plan* as Rural Residential.
5. Retirement Housing Units shall count against the cap of 450 Guest Rooms with 2.0 Retirement Housing Units being equivalent to one (1) Guest Room, or stated differently, each Retirement Housing Unit equals .5 Guest Room. This conversion factor for Retirement Housing is based on accepted national standards for traffic counts that demonstrate that the vehicle trips per day for a Retirement Housing Unit are fewer than 50% of those for a Guest Room. The total number of Retirement Housing Units shall be rounded up to the nearest whole number of Guest Rooms for purposes of the nte cap above. Retirement Housing Units may be located only in the River Village and not in the Rural Residential or Bohicket Station.
6. The maximum density for Retirement Housing shall depend on the housing type and be subject to the same maximum density limitations for that particular residential housing type shown in Table 5.1.

## SECTION 6 – PD DISTRICT STANDARDS

### 6.1 Building Development Standards

A. Generally: Table 6.1 sets forth any applicable standards for *Lot* area, *Lot* depth, *Lot* width, *Setbacks*, *Building Height*, *Building Coverage*, and all other dimensional standards for the *Real Property* or particular portions thereof. The measurements, computations, and exceptions to the *Building Development Standards* in Table 6.1 shall be as set forth further herein.

#### B. Lot Size:

1. Lot Area: *Lots* shall comply with the *Lot* area standards in Table 6.1 of the *Plan*.
2. Lot Depth: The depth of residential *Lots* shall not exceed five (5) times the width of the *Lot* (a 1:5 ratio); provided, however, the *ARB* may allow the *Lot* width to depth ratio of 1:5 to be exceeded when any of the following conditions occur:
  - a. When attached dwellings are proposed;

Table 6.1 – Building Development Standards

	Bohicket Station	River Village	Rural Residential	Waterfront Development
<b>A. LOT OCCUPATION</b>				
Maximum Density	8 units per acre	4 units per acre	1 unit per acre	
Lot Area	1,600 sf.	1,600 sf.	9,000 sf.	12,000 sf.
Lot Width (width/length)	20' min. (1:5)	18' min. (1:5)	75' min. (1:5)	90' min./100' ave.
Building Coverage	80%	100%	50%	
<b>B. MIN. SETBACKS - PRINCIPAL BUILDING</b>				
Front Setback (Principle)	10' (1)	10' (1)	25'	
Side Setback	0/5' (2)	0/5' (2)	15'	
Rear Setback	5' min.	5' min.	25' min.	15' buffer / 35' setback(6)
<b>C. MIN. SETBACKS - ACCESSORY STRUCTURES</b>				
Front Setback	Bldg. setback	Bldg. setback	Bldg. setback	
Side Setback	3' min.	3' min.	12'	
Rear Setback	3'	3'	3'	
<b>D. BUILDING HEIGHT</b>				
Principal Building	50'	50'/65' (2)	50'/65' (2)	
Notes:				
<ol style="list-style-type: none"> <li>1. Zero lot line homes may be built with no setbacks on one side of the property, but must have at least 10 feet of separation between buildings.</li> <li>2. 65' building height should only apply to <i>Hotels</i>.</li> <li>3. Width /length ratio does not apply to single-family attached dwelling units.</li> <li>4. Pervious pavement for drives and pool decks, as well as the area of any pools, shall not count against <i>Building Coverage</i>.</li> <li>5. Any single-family detached Lot abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line</i> buffer of 15 feet. Any single-family detached Lot abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line Setback</i> of 35 feet. The portion of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet. For Lots directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the <i>OCRM Critical Line</i> shall be 35 feet and the</li> </ol>				

*Setback* from the *OCRM Critical Line* shall be 50 feet. The *ARB* shall have the ability to amend the *Setback* on this portion of the *Real Property* taking into consideration *Grand Trees* or other significant trees, topography of the land, adequate *Setbacks*, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures shall comply with these standards.

**Table 6.1 – Building Development Standards**

	<b>Bohicket Station</b>	<b>River Village</b>	<b>Rural Residential (6)</b>	<b>Waterfront Development</b>
<b>A. LOT OCCUPATION</b>				
<b>Maximum Density (8)</b>	8 units per acre	4 units per acre	1 unit per acre	
<b>Lot Area</b>	1,600 sf.	1,600 sf.	9,000 sf.	12,000 sf.
<b>Lot Width (width/length) (3)</b>	20' min. (1:5)	18' min. (1:5)	75' min. (1:5)	90' min./100' ave.
<b>Building Coverage (4)</b>	80%	100%	50%	
<b>B. MIN. SETBACKS - PRINCIPAL BUILDING</b>				
<b>Front Setback (Principle)</b>	10' (1) (7)	10' (1) (7)	25'	
<b>Side Setback</b>	0/5' (12)	0/5' (12)	15'	
<b>Rear Setback</b>	5' min.	5' min.	25' min.	15' buffer / 35' setback(6)
<b>C. MIN. SETBACKS - ACCESSORY STRUCTURES</b>				
<b>Front Setback</b>	Bldg. setback	Bldg. setback	Bldg. setback	
<b>Side Setback</b>	3' min.	3' min.	12'	
<b>Rear Setback</b>	3'	3'	3'	
<b>D. BUILDING HEIGHT</b>				
<b>Principal Building</b>	50'	50'/65' (2)	50'/65' (2)	
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Zero lot line homes may be built with no setbacks on one side of the property, but must have at least 10 feet of separation between buildings.</li> <li>2. 65' building height should only apply to <i>Hotels</i>.</li> <li>3. Width /length ratio does not apply to single-family attached dwelling units.</li> <li>4. Pervious pavement for drives and pool decks, as well as the area of any pools, shall not count against <i>Building Coverage</i>.</li> <li>5. <del>Any single-family detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15 feet. Any single-family detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line Setback of 35 feet.</del> Any residential Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15 feet and an OCRM Critical Line Setback of 35 feet. All other portions of the Real Property abutting the OCRM Critical Line shall have an average</li> </ol>				

~~buffer width of 35 feet. The portion of the Real Property abutting the OCRM Critical Line shall have an average buffer width of 35 feet. Notwithstanding the foregoing, For Lots directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the OCRM Critical Line shall be 35 feet and the Setback from the OCRM Critical Line shall be 50 feet. The ARB shall have the ability to amend the Setback on this portion of the Real Property zoned AG-8 taking into consideration Grand Trees or other significant trees, topography of the land, adequate Setbacks, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards.~~

~~6. The Building Development Standards of the River Village shall apply in lieu of the standards in this column to any single family attached housing or duplexes in the Rural Residential; however, no more than 175 single family attached units and duplexes shall be constructed in the Rural Residential. No multifamily units shall be allowed in the Rural Residential.~~

~~7. Front setback standards shall not apply to non-residential uses. There shall be no front setback requirement for non-residential uses, including retail commercial and office buildings, in Bohicket Station and the River Village, so that buildings may be constructed and sited in a more urban configuration right up to the right of way with entrances from the sidewalk and angled parking along the street.~~

~~8. The respective per-acre maximum densities for Bohicket Station, the River Village, and the Rural Residential shall be calculated for each based on the total acreage of each divided by the number of Dwelling Units on that entire tract, not per subdivision plat or per Lot.~~

**Table 8.2 – Internal Buffers**  
Land Use Buffers shall be provided along side and rear yards in accordance with the minimum requirements contained in Table 8.2, Internal Buffers

**Use or Zoning of Adjacent Property**

Proposed Uses	Single Family Detached	Commercial	Office	Civic/ Institutional	Golf	Multi-Family Attached	Inn/Hotel/ B&B	Lodging - Villas	Wastewater Pump Station	Wastewater Treatment Plant
Single Family Detached	0'	10'	10'	10'	0'	0'	15'	0'	0'	25'
Commercial	10'	0'	0'	0'	20'	20'	0'	10'	0'	15'
Office	10'	0'	0'	0'	20'	0'	0'	10'	0'	15'
Civic/Institutional	10'	0'	0'	0'	20'	20'	0'	10'	0'	15'
Golf	0'	20'	20'	20'	0'	0'	0'	0'	0'	0'
Multi-Family/Single Family Attached	0'	20'	20'	20'	0'	0'	15'	0'	0'	25'
Lodging - Inn/Hotel/B&B	15'	0'	0'	0'	0'	15'	0'	15'	0'	25'
Lodging - Villas	0'	0'	0'	0'	0'	0'	15'	0'	0'	25'
Wastewater Pump Station	0	0	0	0	0	0	0	0	0	0
Wastewater Treatment Plant	25'	15'	15'	15'	0'	25'	25'	25'	0'	0'

\* Buffer width may be reduced to 5' with the addition of a 6' privacy fence.

Notes:

1. All landscape requirements for buffers shall be defined and governed by the ARB
2. Modifications to internal buffers may be reviewed and approved by the ARB on a case-by-case basis as deemed necessary by the ARB to complement and enhance the overall aesthetics and character of the *Real Property*.

Minimum buffer landscaping (Plants per 100 linear feet)

(2) Canopy Trees

(2.5" caliper and 12 feet in height)

(20) Shrubs (3 gallon and 18" to 24" in height or spread)

**Table 8.2 – Internal Buffers**  
**Land Use Buffers shall be provided along side and rear yards in accordance with the minimum requirements contained in Table 8.2, Internal Buffers**

Proposed Uses	Use or Zoning of Adjacent Property										
	Single Family Detached	Commercial	Office	Civic/ Institutional	Golf	Multi-Family/Single Family Attached	Inn/Hotel/ B&B	Lodging - Villas	Retirement Housing	Wastewater Pump Station	Wa Tr
Single Family Detached	0'	10'	10'	10'	0'	0'	0-15'	0'	0	0'	
Commercial	10'	0'	0'	0'	20'	20'	0'	10'	0	0'	
Office	10'	0'	0'	0'	20'	0'	0'	10'	0	0'	
Civic/Institutional	10'	0'	0'	0'	20'	20'	0'	10'	0	0'	
Golf	0'	20'	20'	20'	0'	0'	0'	0'	20	0'	
Multi-Family/Single Family Attached	0'	20'	20'	20'	0'	0'	0-15'	0'	0	0'	
Lodging - Inn/Hotel/B&B	15'	0'	0'	0'	0'	150'	0'	15'	15	0'	
Lodging - Villas	0'	0'	0'	0'	0'	0'	150'	0'	0	0'	
Retirement Housing	10'	0'	0'	0'	0'	0'	0'	0'	0	0	
Wastewater Pump Station	0'	0'	0'	0'	0'	0'	0'	0'	0	0	
Wastewater Treatment Plant	25'	150'	150'	150'	0'	25'	250'	25'	25	0'	

\* Buffer width may be reduced to 5' with the addition of a 6' privacy fence.

Notes:

1. All landscape requirements for buffers shall be defined and governed by the ARB
2. Modifications to internal buffers may be reviewed and approved by the ARB on a case-by-case basis as deemed necessary by the ARB to complement and enhance the overall aesthetics and character of the *Real Property*.

Minimum buffer landscaping (Plants per 100 linear feet)

- (2) Canopy Trees (2.5" caliper and 12 feet in height)

(20) Shrubs (3 gallon and 18" to 24" in height or spread)



# K I A W A H R I V E R

CHARLESTON SEA ISLANDS

*South Carolina*

November 26, 2019

Mr. Joel Evans,  
Director, Zoning and Planning  
Charleston County, SC  
4045 Bridge View Drive  
North Charleston, SC 29405

Re: Kiawah River PDD and Development Agreement Amendment Applications

Dear Mr. Evans:

This letter is to replace the text of my earlier letter dated October 11, 2019,

At the Planning Committee meeting held on November 4, 2019 Zoning and Planning Department staff recommended certain conditions of approval. We have agreed to these conditions and have incorporated them into this submission. The below listed enclosures replace their earlier versions. If an enclosure in my earlier letter is not listed, then it remains unchanged.

Attached in support of our applications, please find the following revised submissions:

- List of all proposed amendments to the Kiawah River PDD;
- List of all proposed amendments to the Kiawah River Development Agreement;
- List of all new proposed redline revisions to the Charleston County ZLDR to make them consistent with the proposed amendments to the PDD and Development Agreement;
- Entire Development Agreement including exhibits with proposed revisions in redline;
- Entire Planned Development District Plan including exhibits with proposed revisions in redline;
- ZLDR with proposed changes in redline;
- Chart summarizing the proposed changes from the current PDD provisions for reference.
- Attachments to the above-noted chart including the current and proposed Tables 4.1, 5.1, 6.1 and 8.2 of the PDD.

We met with the neighborhood group to explain our proposed amendments and discuss any concerns, on October 22, 2019.

**The proposed amendments to the PDD Plan include the following:**

**Accessory Use definition, page 4** - the definition of Accessory Use has been added to accommodate the accessory uses for the Hotel that will not be on the same parcel as the hotel, principally vehicle parking and the commissary. The definition is a slight modification

NOV 27 2019  
KIawah RIVER  
CHARLESTON

<a href="http://kiawahriver.com">kiawahriver.com</a>	2501 MULLET HALL ROAD, JOHNS ISLAND, SOUTH CAROLINA 29455	TEL: 843.973.8600
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of the definition of Accessory Use in the ZLDR by adding that accessory uses for Hotels and Inns may be located on other lots in addition to off-street parking, temporary real estate sales office, and temporary construction facilities that the ZLDR definition allows on other lots. This will enable service uses and parking related to the Hotel to be located on a separate lot from the Hotel.

**Grand Tree definition, page 6** - this definition has been modified to except sweetgum trees, consistent with the County's current provisions, and also to add laurel oaks and water oaks. Mitigation shall be on an inch-by-inch caliper basis as directed or approved by the Planning Director.

**Retirement Housing definition, page 9** - the definition of Retirement Housing has been added for clarity by reference to the Housing for Older Persons Act (HOPA). The Property Owner is proposing that Retirement Housing be treated separately from other housing and count towards the cap on Guest Rooms rather than Dwelling Units because of its particular characteristics and low impact on the greater community, as explained in more detail in the discussion of the changes to Section 5.1.2 below.

**Retirement Housing Unit definition, page 9** - similarly, the definition of Retirement Housing Unit has been added, for clarity. A Retirement Housing Unit may be in the form of a single family detached or attached, a duplex, or multifamily. We are proposing that each Retirement Housing Unit count as .5 Guest Room based on the standards for traffic trip counts that trip generation from a Retirement Housing Units is less than half of that from a hotel room.

**Section 4.2 Accessory Uses, page 10** - "*Accessory Uses*" has been capitalized and italicized, as it becomes a defined term.

**Section 4.3.4 Assemblies and Special Events, page 11** - the special events provisions have been modified to provide that special events are an Accessory Use when conducted on property of the Hotel, Inn, chapel, Community Association, or Declarant. Special events on these properties have to be approved by the ARB rather than the Planning Director or the County. The ARB can impose conditions on its approval that it believes appropriate to control parking, noise, and any other potential disturbance of the community. The Property Owner will provide a monthly calendar of special events to the Planning Director and County emergency services. The Property Owner is also obligated to obtain County Building Services approval for any temporary structures for such special events that require inspection and approval. These modifications reflect the fact that the Property Owner will likely hold several marketing events on the property as well as community and Homeowner Association events over the next several years and that the ARB will review and approve all events. Given the size of Kiawah River and the location of these special events, there should be no effect on the outside community. All other owners of property who desire to hold a special event must proceed through the County permitting and approval process specified in Art. 6.7 of the ZLDR. We are adding the existing provisions of Art. 6.7 of the ZLDR as an exhibit.

**Table 4.1 - Table of Uses, Congregate Living for the Elderly, Retirement Housing, Retirement Housing, Limited (up to 10 residents), page 12** - the classification of Congregate Living for the Elderly, Retirement Housing have been revised from Conditional to Allowed, recognizing that there are no conditions attached to each of these uses. Retirement Housing, Limited (up to 10 residents), has been deleted.

**Table 4.1 – Table of Uses page 12, 13** Courts of Law, Safety Services, Schools, Postal Service and amenity center modified so that their square footage shall not contribute to the cap of 80,000 SF GLA for commercial use since these are either public uses or ones that are not traditional commercial uses.

**Table 4.1 – Table of Uses page 12** – A note has been added that duplexes, multifamily, and single family attached uses are subject to Note 6 to Table 6.1, described below.

**Table 4.1 – Table of Uses, Self-Storage/Mini-Warehousing and Boat/RV Storage, page 16** – These uses are allowed but only for the *Property Owner*, Lessees/Tenants, and Contractors. We need these uses for the convenience of the community but have no intent or desire to furnish these uses for the general public. Because of the low intensity of this use, only 50% of its *GLA* will count against the *GLA* cap. These limitations and conditions are stated in Note 1 to the use table, Table 4.1 on page 18.

**Table 4.1 – Table of Uses, p. 17** - Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, has been modified to exempt Swim Club.

**Section 5.1.2 – Retirement Housing, page 19** – The Property Owner is requesting the right to build up to 160 Retirement Housing Units in addition to the other Dwelling Units allowed. This Retirement Housing could only be in the River Village and cannot be in the Rural Residential or Bohicket Station. As the population ages there is a significant need for this particular housing. These Retirement Housing Units will be restricted to older persons to the extent allowed by the federal housing laws. The only “impact” from this Retirement Housing outside Kiawah River would be potential traffic. National traffic standards and tables demonstrate that a retirement housing unit generates less than half the vehicle trips of a hotel room. For this reason, the Property Owner is proposing that each Retirement Housing Unit be considered the equivalent of .5 Guest Room and count against that cap of 450 Guest Rooms rather than the cap on Dwelling Units. We have enclosed a memo from Thomas & Hutton on the relative traffic counts for retirement housing vs hotel rooms.

**Table 5.1 – Table of Proposed Land Uses, Retirement Housing, page 20** - Retirement Housing has been added to the table as a permitted land use.

**Table 5.1 – Table of Proposed Land Uses – p 20** – *GLA* in the left column has been changed to Commercial to correct a descriptive error. The term ‘sf’, short for square feet has been inserted in the second column from the left, so that the Commercial uses “Not to Exceed” reads “nte 80,000 sf GLA, The *GLA* and acreage caps apply to commercial uses.

**Table 5.1 – Table of Proposed Land Uses, Retirement Housing – Note 5, Self-Service Storage and Boat/RV Storage – Note 6, page 21** - Notes 5 and 6 regarding Retirement Housing reflects the provisions of section 5.1.2, above. Note 7 has been added and requires that the uses of Self-Service Storage/Mini-Warehousing, Boat/RV Storage must be for the use of owners, tenants and contractors, only – not the general public. Note 8 restates that Commercial uses are limited to no more than 80,000 sf of *GLA* to be situated on no more than 12 acres.

**Section 6.2 Proposed Waterfront Development Standards, page 25**– clarifies that the maximum of 227 residential lots permitted along the OCRM Critical Line applies to all types

of residential lots, not just single family detached lots, with the exception of Villas and Bed and Breakfasts that are Guest Rooms.

**Section 6.2 Proposed Waterfront Development Standards, page 25** – Section 6.2.3, *OCRM Critical Line* Buffers, and Section 6.2.4, *OCRM Critical Line Setbacks* have been revised so that the provisions relating to buffers are in the buffer section (6.2.3) and the provisions relating to *Setbacks* are in the *Setback* section (6.2.4). The authority of the *ARB* to modify *Setbacks* under some circumstances is not a new provision; it appeared in the original *Plan* under Buffers in Section 8.2.B.1 and has simply been transferred to Section 6.2.4 which addresses setbacks from the *OCRM Critical Line*.

**Table 6.1 – Building Development Standards, page 27 and Note 6, page 28** – the Building Development Standards are revised to permit up to 175 single family attached homes within the Rural Residential area subject to the same building standards as single family attached homes within the River Village. The allowance of these single family attached homes in the Rural Residential does NOT increase the existing cap on the number of Dwelling Units within the Rural Residential. The allowance of up to 175 single family attached units with no increase in the maximum number of Dwelling Units will have the effect of increasing the open space since less acreage is needed per attached single family unit than for a single family detached unit.

**Table 6.1 – Building Development Standards, page 27 and Note 7, page 28-** deletes the front setback requirement for non-residential buildings so that commercial buildings may be built up to the street. This change is critical to the Property Owner's accomplishing the traditional neighborhood development that is intended in the River Village. The shops and offices may come up to the sidewalk with street parking in front.

**Table 6.1 – Building Development Standards, page 27 and Note 8, page 28-** clarifies that the densities specified for each area are overall densities for the entire tract. In other words, even though the maximum density is one unit/acre in the Rural Residential, every Lot does not have to be at least an acre. The density requirement is met if the allowable cap is not exceeded. Confirming that density is calculated in this manner will result in more open space and allow pockets of residences surrounded by community open space.

**Section 8.2.B.1 – Buffers and Screening – Minimum Buffers, page 32-** this revision clarifies that the minimum *OCRM Critical Line* buffer and average *OCRM Critical Line* Buffer applies to all Lots abutting the Critical Line, not just single family detached Lots. There is a further clarification that the minimum *OCRM Critical Line* Buffer in the AG-8 area must be 35'. The sentence dealing with the *ARB*'s authority to adjust *Setbacks* in the AG-8 area has been moved to Section 6.2.4 that addresses *Setbacks*.

**Section 8.2.B.3 c & d – Buffers and Screening – Exceptions to OCRM Critical Line Buffers, pages 32 & 33** - the exceptions to alteration of the OCRM critical line buffers have been expanded to provide that there shall be no buffer required for causeways (because it is physically impossible) and that underground utilities may cross the OCRM Critical Line buffer provided that the disturbed area shall be re-vegetated according to a landscaping plan approved by the Planning Director.

**Section 8.2.E - Right - of - Way Buffers, page 33** – the requirement for right-of-way buffers has been eliminated except for the Betsy Kerrison Parkway buffer. The *ARB* is charged with

overseeing the aesthetics of Kiawah River (structures and landscaping) and will have the discretion to decide if such a buffer is warranted or desirable in a given location. Internal right-of-way buffers are incompatible with traditional neighborhood development.

**Section 8.2.G - Right - of - Way Buffers, page 34** – inserted new subsection G that explains how to read and apply Table 8.2 – Internal Buffers to determine the required buffers.

**Table 8.2 – Internal Buffers, page 35** - Retirement Housing has been added to the Internal Buffer Table. Reflecting that the Property is being developed as a Traditional Neighborhood Design, many of the internal buffers have been eliminated. Internal buffers are only specified where necessary to avoid potential land use conflicts.

**Section 9.B - Tree Removal, Replacement, Protection, Preservation and Mitigation, page 37**– This provision has been revised to take into account the exclusion of laurel oaks and water oaks from the definition of *Grand Trees*. If healthy laurel oaks or water oaks are removed, the *Property Owner* shall implement inch per caliper inch mitigation as directed or approved by the *Planning Director*. The health of the trees shall be determined by the *Planning Director*.

**Section 10 – Parking Standards, page 38** – the revision provides that up to 100% of the parking for nonresidential uses may be off-site and allows portions of the required parking to be satisfied by on street parking. Kiawah River is a master planned community under common control that will feature traditional neighborhood residential and commercial development with creative parking solutions that do not require every non-residential use to have its needed parking next to it. The River Village is conceived for a walkable commercial area that will not require a car to go from place to place. These amendments also clarify that Retirement Housing is a category of Residential for purposes of Table 10.1: Required Parking Standards. Since *Retirement Housing* can only be situated in the River Village, the parking required will be one space per *Retirement Housing Unit*.

**Section 12 – Architectural & Landscape Design Standards, page 41** – recognizes that the Kiawah River ARB shall be responsible for Architectural & Landscape Design Standards rather than the Planning Director. The Planning Director will not be required to judge, comment upon, approve, or disapprove the aesthetic appearance of structures. The ARB will oversee aesthetics as typically occurs in most planned communities like this. Even so, The *Property Owner* shall provide the *Planning Director* a copy of the *ARB* approval of the architectural and landscaping design as part of each *Development* application.

**Section 13 – Signage Standards, page 42** – the master signage plan provision has been revised shifting responsibility for approval of the plan to the ARB, and requiring that the ARB provide their written approval to the Planning Director prior to obtaining a certificate of occupancy for the subject phase of the community, and further, that the Betsy Kerrison Parkway and Mullet Hall Road frontages are subject to the sign provisions within Article 9.11 of the ZLDR.

**Section 15.3 – Variances, page 50** – proposes that the variance provisions of the ZLDR shall apply to Kiawah River. A variance because of a peculiar physical characteristic of an individual Lot should not require an amendment to the PDD Plan for every Lot in the PD. An amendment to the PDD Plan would change the standard for the entire project when relief is only needed as to one Lot. PDD zoning is a zoning district not zoning for an individual lot.

The proposed amendment deals with requested variances from the dimensional, design or performance standards on individual *Lots*, such as a variance from the standard for trees, *Setbacks*, buffers, height, and maximum Lot/building coverage. All other changes that would be changes to the Development Agreement or *PD Plan* would have to proceed through the amendment process. The proposed change treats the Kiawah River PDD with the same procedures on variances as apply in other zoning districts in the County.

**Section 16 – Exhibits, page 51** – adds Exhibit 4.2 ZLDR Art.6.7, Exhibit 12.3 Kiawah River Residential Design Guidelines, Exhibit 12.4 Jack Island Architect Series Plan Book, Volume 1.

**The proposed amendments to the Development Agreement are simply to mirror the proposed changes to the PDD Plan. The proposed amendments to the Development Agreement include the following (the more complete descriptions of the reasons for the changes are stated above in the discussion of the proposed amendments to the PD Plan:**

**Section 11.2.C Proposed Dwelling Units/Densities under the Plan page 7** - excludes

Retirement Housing Units from the overall maximum of 1,285 Dwelling Units on the Real Property.

**Table 5.1 – Table of Proposed Land Uses – p 8** - *GLA* in the left column has been changed to Commercial to correct a descriptive error. The *GLA* and acreage caps apply to commercial uses.

**Table 5.1 – Table of Proposed Land Uses - Retirement Housing, Note 5, page 9** –

Retirement Housing has been added to the table as a proposed land use. Note 5 regarding Retirement Housing reflects the provisions of section 5.1.5 of the PDD, above.

**Table 5.1 – Table of Proposed Land Uses - Retirement Housing, Note 6, page 9** – specifies that the maximum density of Retirement Housing shall depend upon the housing type.

**Table 5.1 – Table of Proposed Land Uses - Retirement Housing, Note 7, page 9** – clarifies that, community amenity center uses shall not count towards *GLA* or towards the cap of commercial land area.

**Table 5.1 – Table of Proposed Land Uses, Note 7, page 9** - The uses of Self-Service Storage/Mini-Warehousing, Boat/RV Storage must be exclusively for the use of the owners and tenants of any portion of the Real Property and of the contractors working on the Real Property. Only 50% of the floor area devoted to these uses shall count against *GLA*.

**Section 11.12.c – Variances, page 11** – Revised to permit Variances to the Planned Development for the reasons discussed above for the proposed amendment to Section 15.3 of the PDD Plan.

**Section 11.14 – Waterfront Development Standards, page 11** – clarifies maximum of 227 residential lots permitted along the OCRM Critical Line.

**Section 11.15 – Architectural Guidelines, page 12**, - recognizes that the Kiawah River ARB is responsible for Architectural Guidelines for the community. The changes also add the *Property Owner* shall provide the *Planning Director* a copy of the *ARB* approval of the architectural and landscaping design as part of each *Development* application.

**Section 11.21 – Signs, page 13** - the master signage plan provision has been revised shifting responsibility for approval of the plan to the ARB and requiring that the ARB provide their

written approval to the Planning Director prior to obtaining a certificate of occupancy for the subject phase of the community. However, the standards contained within Article 9.11 of the ZLDR shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road.

**Section 13.D.5 – Retirement Housing, page 16** - Retirement Housing has specifically been added to the Entitlements. In recognition that retirement housing units will have a relatively light traffic impact on the community – less than half the impact of a Hotel Guest Room, this section provides that every two retirement housing units will count as one Guest Room, with total Guest Rooms capped at 450.

**The proposed amendments to Exhibit 1.1 to the Development Agreement, Definitions, are to mirror verbatim the proposed changes to the definitions of those same terms in the PD Plan and include the following:**

**Accessory Use definition, page 1** - the definition of accessory use has been added for the reasons described above.

**Grand Tree definition, page 4** - this definition has been modified for the reasons described above.

**Retirement Housing definition, page 7** - the definition of Retirement Housing has been added for the reasons described above.

**Retirement Housing Unit definition, page 7** – similarly, the definition of Retirement Housing Unit has been added for the reasons described above.

**We have redlined the County ZLDR to make the following changes to eliminate provisions in the ZLDR that conflict with the proposed amendments to the PDD Plan:**

**Section 4.27.9.C xiii – PD Development Plan** – deleted this provision requiring a statement in the PD that Article 3.10, Variances shall not apply to the planned development – consistent with the revision to the PD permitting variances with respect to zoning-related dimensional or performance standards for individual lots.

**Section 6.4.8** – deleted **Retirement Housing Limited pages 6-26, 6-27** (up to 10 residents) consistent with the PD.

**Section 6.5.1 – Accessory Uses – page 6-62** – consistent with PD, provides that Accessory Uses may be located on other Lot(s).

**Section 6.5.1 C, Commercial and Industrial Accessory Uses, page 6-66** – adds off street parking, temporary real estate office and temporary construction facilities as accessory uses.

**Section 6.5.1 D Institutional and Civic Accessory Uses, page 6-67** – adds off street parking, temporary real estate office and temporary construction facilities as accessory uses.

**Section 9.3.2 Off Street Parking Tables, pages 9-3 to 9-7** – deleted Off Street Parking Tables since parking is to be provided in accordance with Section 10 of the Plan as amended.

**Section 9.3.4.A- On-Site Parking, page 9 – 8** - provides the required off-street parking may be provided on any lot or street right-of-way within the Property.

**Section 9.3.4.B – Off-Site Parking, page 9 – 9** - provides that up to 100% of the off-street parking may be provided on a separate lot from the principal use.

**Section 9.3.4.C – Shared Parking, page 9 – 10** - provides that shared parking may be located anywhere on the Real Property, shared parking analysis and shared parking plan are required.

**Section 9.3.6.A – Parking Lot Design, page 9 – 12** - gives the ARB the responsibility to approve parking layouts, flexibility to work around significant trees and other site conditions. **Section 9.3.6.D – Markings and Surface Treatment, page 9 – 13 & 14** - provides that all parking spaces must have a curb stop or be marked by another feature approved by the ARB to delineate the location of the space and to prevent encroachment of parking onto adjoining properties or landscaped areas. Also requires identification of one-way access into required parking facilities and deletes the requirement that unpaved parking lots be accessed from a paved street.

**Section 9.3.6.E - Access, page 9 – 14** - provides that within the River Village, parking spaces may have direct access to a street if the parking spaces are appropriately designed for such maneuvers. Also stipulates that the ARB shall determine parking lot entrance and exit drive curb cuts and requires that entrance and exit drives be located safe distance from the edge of the right-of-way of any street intersection within the River Village

**Section 9.3.9.G – Off - Street Loading, page 9 – 16** – exempts the River Village, so that loading spaces may be located on-street, if necessary, within the River Village, only.

**Section 9.4.1.B.2.g – Tree Preservation, page 9-18** – permits removal of trees on property to be developed for commercial uses subject to conditions.

**Section 9.4.4.E.4 – Quantity and Location of Trees to be Protected, page 9 – 22** –Exempts the River Village from the requirement that the specified numbers of Protected Trees be preserved for Commercial, Industrial, Multi-Family or Civic/Institutional uses. This provision supports the statement in the PD that gives the ARB responsibility over landscape design and Protected Tree removal.

**Section 9.4.6.B&C – Tree Replacement, page 9 – 24** - Exempts the River Village from the tree replacement requirement provisions for: wooded sites with 160 inches per acre or more dbh; sites with less than 160 inches per acre combined dbh; and previously cleared sites....

**Section 9.5.3 Parking, Loading and Vehicular Use Landscaping, page 9 – 27 and 28** - provides that the ARB shall determine whether perimeter buffers are required around parking loading and vehicular areas, and further provides that the ARB shall determine the planting for perimeter and interior landscape areas – applicable to the River Village, only.

**Section 9.5.4 – Landscape Buffers, page 9-28 to 35** - right-of-way buffers have been deleted, with the exception of Betsy Kerrison Parkway, consistent with the amendments to the PDD including Table 8.2 of the PDD, above.

**Section 9.5.6 - Landscape Material Standards, page 9-35 and 36** – the Landscape Material Standards section has been revised to indicate that the Kiawah River ARB is responsible for determination of landscape materials and plans within the River Village.

**Article 9.6 – Architectural and Landscape Design Standards, page 9 – 38 to 43** – Article 9.6 has been revised to indicate that the Kiawah River ARB is responsible for Architectural and Landscape Design in the community.

**Section 9.7.2 - Prohibited Activities, page 9-44** - Consistent with the PDD amendment to Section 8.2.B.3 d, above, an exception has been added for the installation of utility crossings.

**Section 9.8 – Historic Preservation, page 9-45** – this article has been revised to indicate that a Cultural Resources Study has been completed and approved by SHPO and the Corps of Engineers. Sites eligible for the national register are being preserved. and s There are no historic structures located on the property. Historic sites are governed by SHPO and the U.S. Army Corps of Engineers.



**Section 9.11 – Signs – pages 9-49 to 51** - the master signage plan provision has been revised shifting responsibility for approval of the plan to the ARB and requiring that the ARB provide their written approval to the Planning Director prior to obtaining a certificate of occupancy for the subject phase of the community. However, the standards contained within Article 9.11 of the ZLDR shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road

We are available to meet with you at your earliest convenience, to answer any questions that you may have regarding our proposed amendments to the Development Agreement, the Planned Development District Plan, and the ZLDR.

Yours Very Truly,

A handwritten signature in blue ink that reads "Kevin O'Neill". The signature is written in a cursive style with a large, stylized "K" and "O".

Kevin O'Neill  
V.P. Development  
Kiawah River Investment, LLC

Enclosures

Cc    A.Melocik  
      T. Walker  
      T. Woody  
      A. Dennis  
      C. Redd

**Development Agreement List of Proposed Amendments November 26, 2019  
(Includes recommended conditions of Staff)**

Section 11.2 C – Proposed Dwelling Units /Densities under the Plan, page 7

Table 5.1 – Table of Proposed Land Uses, Retirement Housing, Self-Service Storage/Mini-Warehousing, Boat/RV Storage, and GLA, page 8

Table 5.1 – Notes to Table of Proposed Land Uses, Retirement Housing – Notes 5 Retirement Housing Units; Note 6 Retirement Housing Density; Note 7, Self -Service Storage, Boat /RV Storage and community amenity center; Note 8 Commercial GLA cap - page 9

Section 11.12.c – Variances, page 11

Section 11.14 a – Waterfront Development, page 11

Section 11.15 – Architectural Guidelines, page 12

Section 11.21 – Signs, page 13

Section 11.23 – Tree Protection, page 13

Section 13.D.2 – Retirement Housing, page 16

**Exhibit 1.1 to Development Agreement- Definitions - Proposed Amendments, October 10, 2019, 2019**

Accessory Use definition, page 1

Grand Tree definition, page 4

Retirement Housing definition, page 7

Retirement Housing Unit definition, page 7

**KIAWAH RIVER**  
**DEVELOPMENT AGREEMENT**  
**BY AND AMONG**  
**KIAWAH RIVER PLANTATION, LP;**  
**OCEAN BOULEVARD PROPERTIES, A**  
**SOUTH CAROLINA LIMITED PARTNERSHIP;**  
**AND**  
**CHARLESTON COUNTY,**  
**SOUTH CAROLINA**

**Kiawah River Development Agreement  
By and Among Kiawah River Plantation, LP;  
Ocean Boulevard Properties, a South Carolina Limited Partnership; and  
Charleston County, South Carolina**

**THIS DEVELOPMENT AGREEMENT** is entered into this 22<sup>nd</sup> day of December, 2009 and is effective on the 1<sup>st</sup> day of January 2010, by and among Kiawah River Plantation, LP, a Delaware limited partnership; Ocean Boulevard Properties, a South Carolina Limited Partnership; and Charleston County, a political subdivision of the State of South Carolina (the “*County*”). This Development Agreement, together with the Kiawah River Planned Development District Plan, the recitals herein, and all exhibits and appendices attached hereto, shall be hereinafter referred to as the “*Agreement*.” The date upon which this *Agreement* becomes effective shall be hereinafter referred to as the “*Effective Date*.”

**RECITALS**

This *Agreement* is predicated upon the following:

1. Due to market variability and other factors, the *Property Owner* desires flexibility in its ability to develop the *Real Property*, as well as stability in the local *Laws* and regulations affecting the development of the *Real Property*.
2. The *County* desires an increased tax base, greater job opportunities for current and future residents of the *County*, certain infrastructure improvements designated more fully herein, and the protection or enhancement of certain natural resources, as explained more fully herein.
3. The South Carolina Local Government Development Agreement Act (the “*Act*”), codified at sections 6-31-10 to -160 of the South Carolina Code, enables counties to enter into binding development agreements with persons or entities having a legal or equitable interest in land intending to undertake any development, provided the land has certain minimum acreages of highland, and the development agreement and its approval complies with certain other conditions set forth in the *Act*.
4. The *Act* recognizes: “The lack of certainty in the approval of Development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and Development to escalate, and can discourage commitment to comprehensive planning.” S.C. Code Ann. § 6-31-10(B)(1).
5. The *Act* recognizes: “Development Agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the Development of the project.” S.C. Code Ann. § 6-31-10(B)(6).
6. This *Agreement* shall be read and interpreted in coordination with the Kiawah River Plantation Planned Development District Plan (the “*Plan*”), which has been submitted

simultaneously herewith, attached hereto as Appendix A, and incorporated herein by reference. This *Agreement*, together with the *Plan*, facilitates flexibility for the *Property Owner* in the development of the *Real Property*, while providing the *County* with an increased tax base, job opportunities, recreational facilities, and other infrastructure, as set forth more fully herein.

7. Pursuant to section 6-31-30 of the South Carolina Code, *County Council* has adopted Article 3.16 of the *ZLDR*, incorporating the procedures and requirements for considering and entering into development agreements set forth in sections 6-31-10 to -160 of the South Carolina Code.

8. In satisfaction of section 6-31-50 of the South Carolina Code and any other notice requirements, the *County* conducted public hearings regarding its consideration of this *Agreement* on November 17, 2009 and December 3, 2009, after timely publishing and announcing notice of its intent to consider this *Agreement*.

9. The *Real Property* subject to this *Agreement* is approximately 1427.81 acres, including 1083.2 acres of highland, 187.41 acres of freshwater wetland, and 157.2 acres of OCRM critical area. A portion of the *Real Property*, being approximately 810.22 acres of highland and freshwater wetland, is currently zoned AG-8 (agricultural preservation district). A second portion of the *Real Property*, being approximately 460.39 acres of highland and freshwater wetland, is currently zoned R-4 (single family residential 4). The *Real Property* is simultaneously herewith being rezoned to planned development (PD), with the *Plan* constituting the development plan for the *Real Property*, in accordance with the terms and conditions of this *Agreement*.

10. Pursuant to section 6-31-60(A)(7) of the South Carolina Code, on December 22, 2009, *County Council* found this *Agreement* to be consistent with the *Act*, the *Comprehensive Plan*, and the *ZLDR*, as more particularly described in the *Plan* and the Executive Summary submitted with this *Agreement*.

11. Pursuant to section 6-31-60(A)(8) of the South Carolina Code, in approving this *Agreement*, *County Council* has determined that, with respect to the *Project*, this *Agreement*, in conjunction with the *Plan* and applicable *Laws*, sufficiently provides for the public health, safety, and welfare of its citizens and that no additional conditions, terms, restrictions, or other requirements are necessary.

12. On December 22, 2009, *County Council* adopted Ordinance Number [insert ordinance number], amending its zoning ordinance and zoning map to rezone the *Real Property* to PD and adopting the *Plan* as the planned development district plan for the *Real Property*.

13. On December 22, 2009, *County Council* adopted Ordinance Number [insert ordinance number], approving this *Agreement*.

14. After the *Effective Date* of this *Agreement*, Kiawah River Investment, LLC acquired all right, title, and interest of Kiawah River Plantation, LP, and Ocean Boulevard Properties, LP in and to the *Real Property* and has become the *Property Owner*.

NOW THEREFORE, in consideration of the premises of this *Agreement* and the mutual benefits to the *Parties*, the *Parties* agree as follows:

**1. Definitions**

In this *Agreement*, italicized words or phrases are as defined in Exhibit 1.1. The definitions set forth in Exhibit 1.1 shall control the development of the *Real Property* in lieu of any contrary definitions in the *ZLDR*, the *Plan*, or other *Laws*. The definitions in Chapter 12 of the *ZLDR* on the *Effective Date* shall otherwise apply.

**2. Parties**

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

**3. Relationship of the Parties**

This *Agreement* creates a contractual relationship between the *Parties*. This *Agreement* is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship in which the *County* or *Property Owner* may be held responsible for the acts of the other party. Further, this *Agreement* is not intended to create, nor does it create, a relationship in which the conduct of the *Property Owner* constitutes “state action” for any purpose. This *Agreement* is not intended to grant to the *County* any authority over property lying beyond its corporate limits.

**4. The Real Property**

A. Legal Description/Plat: The *Real Property* is approximately 1427.81 acres, including 1083.2 acres of highland, 187.41 acres of freshwater wetland, and 157.2 acres of OCRM critical area. The *Real Property* is fully described in the legal description and plat attached hereto as Exhibits 4.1 and 4.2, respectively. Exhibit 4.2 contains a minor mathematical error. In the acreage table on the first page, under the column entitled “Ponds,” the total amount should be 235.94, and not 234.94. The total amount of the *Real Property* platted and recorded in Exhibit 4.2 is therefore 1427.81 acres, not 1426.81 acres. This error is mathematical only, as the maps delineate 235.94 acres of “Ponds” and 1427.81 total acres. An acreage breakdown of the *Real Property* pursuant to Exhibit 4.2 is attached hereto as Exhibit 4.3. The *Real Property* is a portion of Charleston County Tax Map Number 212-00-00-001.

B. Deed History/Unplatted Areas: The deeds reflecting the grant of the *Real Property*, together with approximately 576.65 acres of unplatted marshlands and small islands, to the *Property Owner* are attached hereto as Exhibits 4.4, 4.5, and 4.6. Although not included within the *Plan*, the *Property Owner* intends to preserve or enhance this unplatted area as open space.

Further, this unplatted area will be platted and recorded in compliance with the *ZLDR* prior to any *Development* or conveyance thereof, if any. This *Agreement* and the *Plan* do not and shall not interfere with the easement agreement by and between the Charleston County Park and Recreation Commission and W.L. Limehouse and Julian Limehouse, III, as Co-Personal Representatives of the Estate of Julian S. Limehouse, Jr., William Lawton Limehouse, Peggy K. Limehouse, Linda Anne L. McMurphy, a/k/a Anne Limehouse MacMurphy, Mary Ruth L. Schneider, J. Sidi Limehouse, III, a/k/a Julian S. Limehouse, III, Peggy Jo Gray, and Anne Limehouse MacMurphy, Trustee for Michael Linar Limehouse, dated June 7, 1994, and recorded in Book Z243 at Page 402 in the Charleston County RMC Office. Furthermore, this *Agreement* and the *Plan* do not and shall not interfere with the underground right-of-way easement granted by W.L. Limehouse to Berkeley Electric Cooperative, Inc., dated February 25, 1993, in Book K229 at Page 594 in the Charleston County RMC Office. These easement agreement are attached hereto and incorporated herein by reference as Exhibits 4.7 and 4.8, respectively.

C. Wetland Survey: A wetland survey of the *Real Property* is attached hereto as Exhibit 4.9. Exhibit 4.9 has been submitted to, but not yet approved by, *OCRM* and the *Corps* with respect to the current acreages of highland, freshwater wetland, and *OCRM* critical area on the *Real Property*. A letter from the *Corps* confirming receipt and on-going review of the wetland survey is attached hereto as Appendix N. The *Property Owner* will obtain an approved wetland survey from *OCRM* and the *Corps*, in compliance with the *ZLDR*, prior to obtaining development approvals or permits for the *Development* of a portion of the *Real Property* to which the survey applies.

D. Addition of Real Property: The *Property Owner* may notify the *County* from time to time of property proposed to be added to the legal description of *Real Property* by the filing of a legal description of subsequently acquired properties with the clerk of *County Council* and the *Planning Director*; provided, however, that no other property shall be added to the *Agreement* unless the *Agreement* and the *Plan* are duly amended to include the new land.

## **5. The Property Owner**

“*Property Owner*” means Kiawah River Investment, LLC, a limited liability company, together with all subsidiaries thereof and other entities, which may have a legal interest on the date of execution hereof in any of the *Real Property* described in Paragraph 4 and includes their successors in interest, successors in title (as to any portion of the *Real Property*), and/or assigns by virtue of assignment or other instrument compliant with this *Agreement*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, “*Property Owner*” shall mean and refer to that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. The *Property Owner* warrants that there are no other legal or equitable owners of the *Real Property*.

## **6. Benefits and Burdens**

In accordance with section 6-31-120 of the South Carolina Code, the *Parties* agree that the burdens of this *Agreement* bind, and the benefits of this *Agreement* shall inure to, each of them and to their successors in interest and, in the case of the *Property Owner*, its heirs and personal

representatives, its successors in interest, successors in title and/or assigns pursuant to this *Agreement*. The burdens and benefits shall run with the land.

**7. Consistency with Comprehensive Plan and Land Development Regulations**

The *County* finds this *Agreement* and the *Plan* to be consistent with the *Act*, *County Ordinances*, *Comprehensive Plan*, and *ZLDR*, as more particularly described in the *Plan* and the Executive Summary submitted with this *Agreement*.

**8. Development Agreement Governs**

Whenever, in the *County*'s determination, express substantive provisions of this *Agreement* are inconsistent or in conflict with the applicable standards set forth in the *County Ordinances*, *Comprehensive Plan*, *ZLDR*, or other *Laws*, the provisions and standards set forth in this *Agreement* shall govern. This rule of interpretation shall replace any contrary rule set forth in the *Comprehensive Plan*, *County Ordinances*, *ZLDR*, or other *Laws*. Whenever express substantive provisions of this *Agreement* are inconsistent or in conflict with the substantive provisions of the *Plan*, the more restrictive provision shall apply.

**9. Legislative Act**

Any change in the standards established by this *Agreement* or to the *Laws* pertaining to the same shall require the approval of *County Council*, subject to compliance with applicable statutory procedures and consistent with Paragraph 10.A of this *Agreement*. This *Agreement* constitutes a legislative act of *County Council*. *County Council* adopted this *Agreement* only after following the statutory procedures required by sections 6-31-10 to -160 of the South Carolina Code and Article 3.16 of the *ZLDR*. This *Agreement* shall not be construed to create a debt of the *County* as referenced in section 6-31-145 of the South Carolina Code.

**10. Applicable Land Development Regulations**

A. Applicable Laws and Land Development Regulations: Pursuant to section 6-31-80 of the South Carolina Code, except as limited by state or federal law, including section 6-31-140 of the South Carolina Code, the *Laws* applicable to *Development* of the *Real Property* shall be those in force on the *Effective Date*, as supplemented or modified by this *Agreement*. The *County* shall not apply subsequently adopted *Laws* or *Land Development Regulations* to the *Real Property* or the *Project* unless the *County* has held a properly noticed public hearing and has determined: (1) the proposed subsequent *Laws* or *Land Development Regulations* are not in conflict with the *Laws* or *Land Development Regulations* governing the *Agreement* and do not prevent the *Development* set forth in this *Agreement*; (2) the proposed subsequent *Laws* or *Land Development Regulations* are essential to the public health, safety, or welfare and the proposed subsequent *Laws* or *Land Development Regulations* expressly state that they apply to a *Development* that is subject to this *Agreement*; (3) the proposed subsequent *Laws* or *Land Development Regulations* are specifically anticipated and provided for in this *Agreement*; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this *Agreement* which changes, if not addressed by the *County*, would pose a serious threat to the public health, safety, or welfare; or (5) this



*Agreement* is based on substantially and materially inaccurate information supplied by the *Property Owner*. Nothing herein shall preclude the *Property Owner* from agreeing to abide by such new *Laws*, regulations, or ordinances subsequently passed by the *County* which the *Property Owner* deems appropriate.

B. Land Development Regulations: The Kiawah River Planned Development District Plan (the “*Plan*”), attached hereto and incorporated herein by reference as Appendix A, shall constitute the development plan applicable to the *Real Property*. Furthermore, the *County’s ZLDR*, as amended by this *Agreement*, is attached hereto as Appendix B. Appendix B shall apply except as expressly set forth in the *Plan*. As reflected in Appendix B, chapters 1, 2, 3, 10, and 11 of the *ZLDR* and the appendices to the *ZLDR*, as these chapters and appendices exist on the *Effective Date*, shall apply to the *Real Property* unless otherwise expressly stated herein.

C. Building Codes and Laws and Other Land Development Regulations: Notwithstanding any provision in this *Agreement* which may be construed to the contrary, the *Property Owner* must comply with any applicable flood, building, housing, electrical, plumbing and gas codes now existing or subsequently adopted by the *County* or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This *Agreement* shall not be construed to supersede or contravene the requirements of any flood, building, housing, electrical, plumbing or gas codes subsequently adopted by the *County* or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this *Agreement* are not intended, nor should they be construed in any way, to alter or amend the rights, duties and privileges of the *County* to exercise governmental powers and pass *Laws* not applicable to *Development* of the *Real Property* including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that *Laws* applicable to the *Development* of the *Real Property* shall be subject to Paragraph 10.A of this *Agreement*.

**11. The Kiawah River Planned Development District Plan**: The Kiawah River Planned Development District Plan (the “*Plan*”) is attached hereto and incorporated herein by reference as Appendix A. Appendix A shall constitute the zoning and development plan for the *Real Property*. For the purpose of illustrating the development the *Property Owner* may institute on the *Real Property* pursuant to the *Agreement* and the *Plan*, an Illustrative Master Plan is attached to the *Plan* as Exhibit 1.1. While the Illustrative Master Plan may be used by the *County* and the *Property Owner* as a general guide for the overall development of the *Real Property*, the *Lots*, *Development Parcels*, *Thoroughfares*, green space, recreational areas, *Community Ways*, and other elements illustrated thereon are not intended to represent the exact configuration and location of the development that will occur on the *Real Property*. The more specific elements of the *Agreement* and the *Plan* should be used by the *County* and the *Property Owner* to help guide the precise configuration and location of the different aspects of development as the *Project* progresses. The remainder of this Paragraph 11 of the *Agreement* addresses each item required for planned development application submittals, including planned development stipulations and sketch plans.

1. Planned Development Name: The name of the planned development shall be Kiawah River; provided, however, the *Property Owner* may provide written notice to the *County* at any time before commencement of construction on the *Real Property* pursuant to the *Agreement* of a different name for the planned development which does not duplicate

the name of any other planned development or subdivision, the final plat of which has been recorded in the RMC Office for Charleston County, South Carolina at the time of such notice.

2. Statement of Objectives: The objectives of the *Plan* are set forth in Part 2, Intent and Results, of the *Plan*, and/or as follows:

A. Current Number of Dwelling Units/Density: The *Real Property* includes 1,270.61 acres of highland and freshwater wetland, which is currently “split-zoned.” A portion of the *Real Property*, being approximately 810.22 acres of highland and freshwater wetland, is currently zoned Agricultural Preservation District (AG-8). The residential density requirements of the base zoning standards applicable to this portion of the *Real Property* would therefore facilitate the development of 101 *Dwelling Units*. A second portion of the *Real Property*, being approximately 460.39 acres of highland and freshwater wetland, is currently zoned Single Family Residential 4 (R-4). The residential density requirements of the base zoning standards applicable to this portion of the *Real Property* would therefore facilitate the development of 1,841 *Dwelling Units*. Accordingly, the combined density standards of the base zoning districts would facilitate the development of 1,942 *Dwelling Units* on the *Real Property*. Furthermore, the use regulations of the underlying zoning districts would prohibit the *Property Owner* from developing multi-family dwellings on the *Real Property* and permit single-family attached dwellings only on the portion of the *Real Property* currently zoned R-4 and only pursuant to a special exception. Moreover, many of the commercial, office, lodging, and retail uses necessary to serve the future residents of the *Real Property* would not be permitted in either district, necessitating that residents seek these amenities off-site.

B. Permitted Dwelling Units/Densities under the Comprehensive Plan/Rezoning to PD: The gross density requirements in the *Comprehensive Plan* would permit the development of up to 2,043 *Dwelling Units* on the *Real Property*. The *ZLDR* would further permit a density bonus of up to 25% in the Urban/Suburban portion of the *Real Property* for the provision of *Affordable Housing*.

C. Proposed Dwelling Units/Densities under the Plan: Pursuant to the *Plan*, the *Property Owner* may develop up to 1,285 *Dwelling Units* on the *Real Property* not including those *Dwelling Units* that are *Retirement Housing Units*. Furthermore, 117 of these *Dwelling Units* will be designed as *Housing for the Workforce*, 18 of which will constitute *Affordable Housing*. In addition, the *Property Owner* may develop up to 80,000 square feet of *GLA*, which includes those commercial, institutional, and similar uses designated as such in the *Plan*. The *Property Owner* may also develop a *Golf Course* or *Golf Courses*, consisting up to 36 total holes, and up to 450 *Guest Rooms* on the *Real Property*. The *Guest Rooms* may be dispersed among *Villas, Inns, Bed and Breakfasts,*

and/or up to two (2) *Hotels*. Finally, the *Property Owner* will develop or preserve at least fifty percent (50%) of the *Real Property*, exclusive of *OCRM* critical area, as open space (which may include the above-referenced *Golf Course(s)*, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space).

3. Site Information: The *Real Property* subject to the *Plan* consists of 1427.81 acres, including 1083.2 acres of highland, 187.41 acres of freshwater wetland, and 157.2 acres of saltwater wetland, or marsh. This area is platted in Exhibit 4.2.

4. Table of Proposed Land Uses: Table 5.1 illustrates the proposed maximum and average residential densities for each residential use; the maximum total acreage of each residential use; the maximum allowable number of each type of residential unit requested; and the maximum proposed floor area ratios (% of *Lot* in relation to building floor area) for each non-residential use. All dimensional and lot standards requested, including the maximum *Building Coverage*, for each land use type designated, are addressed in section 6 of the *Plan*.

**Table 5.1: Table of Proposed Land Uses**

<b>Permitted Uses</b>	<b>Not to Exceed (“nte”)</b>	<b>Minimum Acreage</b>	<b>Maximum Acreage</b>	<b>Maximum Density</b>	<b>Maximum Floor Area Ratio</b>
<b>Single Family Detached</b>	nte 1285		550	4/acre	
<b>Single Family-Attached</b>	nte 320		50	10/acre	
<b>Multi-Family</b>	nte 320		50	20/acre	
<b>Housing for the Work Force</b>	up to 117		40	20/acre	
<b>Retirement Housing</b>	nte 160		50	Note 6	
<b>All Residential</b>	nte 1285 excluding Retirement Housing		600	1.01/acre	
<b>Commercial</b>	nte 80,000 square feet		12		2
<b>Self-Service Storage/Mini-Warehousing, Boat/RV Storage</b>	50% of the floor area shall count against <i>GLA</i>			Subject to 12 acre maximum for Commercial	
<b>Accommodations</b>	nte 450 <i>Guest Rooms</i> or <i>Villas</i>		50		2
<b>Open Space</b>		635.31			

The following standards shall apply to Table 5.1 and the location of densities within the *Development*:

1. As used in Table 5.1, “Density” refers to the number of *Dwelling Units* per unit of land area. Density is calculated by dividing the number of *Dwelling Units* on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the *Dwelling Units* are located, provided that all other requirements of the *Plan* are met.
2. The *Property Owner* may not exceed 50,000 square feet of *GLA* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
3. The *Property Owner* may not exceed 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
4. The *Property Owner* may not exceed 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is also designated in the *Plan* as Rural Residential.
5. *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* with 2.0 *Retirement Housing Units* being equivalent to one (1) *Guest Room*, or stated differently, each *Retirement Housing Unit* equals .5 *Guest Room*. This conversion factor for *Retirement Housing* is based on accepted national standards for traffic counts that demonstrate that the vehicle trips per day for a *Retirement Housing Unit* are fewer than 50% of those for a *Guest Room*. The total number of *Retirement Housing Units* shall be rounded up to the nearest whole number of *Guest Rooms* for purposes of the nte cap above. *Retirement Housing Units* may be located only in the River Village and not in the Rural Residential or Bohicket Station.
6. The maximum density for *Retirement Housing* shall depend on the housing type and be subject to the same maximum density limitations for that particular residential housing type shown in Table 5.1.
7. The uses of Self-Service Storage/Mini-Warehousing, Boat/RV Storage must be exclusively for the use of the owners and tenants of any portion of the *Real Property* and of the contractors working on the *Real Property*. Only 50% of the floor area devoted to these uses shall count against *GLA*.
8. Commercial is limited to no more than 80,000 SF of *GLA* situated on no more than 12 acres.

5. Maximum Density/Open Space: The maximum residential densities set forth herein do not exceed the maximum densities permitted in the *Comprehensive Plan*. Density and lot area calculations within the *Plan* comply with the requirements contained in Article 4.2 of the *ZLDR*, Measurements, Computations and Exceptions.

6. Affordable Dwelling Units/Housing for the Workforce: “*Housing for the Workforce Unit*” means any residential unit designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, persons employed within a ten (10) mile radius of the *Real Property*, and any residential unit meeting the definition of *Affordable Housing*. The *Property Owner* or its designated assignee shall design, build, and market up to 117 *Housing for the Workforce* units on the *Real Property* as part of the *Project*. Further, 18 of these *Housing for the Workforce* units shall constitute *Affordable Housing*. *Housing for the Workforce* units and *Affordable Housing* units may be developed anywhere on the *Real Property*. Moreover, any or all of these units may consist of accessory dwellings, single-family detached dwellings, single-family attached dwellings, or multi-family units. On or before the

*Property Owner's* development of 200 residential *Dwelling Units* on the *Real Property*, the *Property Owner* or its designated assignee shall design and market (for sale or rent) at least twenty (20) *Housing for the Workforce* units on the *Real Property*. On or before the development of every additional 200 residential *Dwelling Units* on the *Real Property* (not including *Dwelling Units* reserved or used for *Housing for the Workforce*), the *Property Owner* or its designated assignee shall design and market (for sale or rent) at least twenty (20) additional *Housing for the Workforce* units up to the maximum of 117 *Housing for the Workforce* units.

7. Impact Assessment/Analysis: An analysis of the impact of the proposed development on existing public facilities and services (e.g. roads and streets, water, sewer, etc.) is attached hereto and incorporated herein by reference as Appendix C. Furthermore, a Capital Improvements Program/Fiscal Impact Analysis is attached hereto as Exhibit D. Exhibits C and D include proposed future improvements to these facilities and services to be made as part of the planned development. These exhibits are addressed more fully in Paragraph 16 of this *Agreement*.

8. Traffic Study: A traffic study and mitigation plan that meets the requirements of Article 9.9 of the *ZLDR* is attached hereto and incorporated herein by reference as Appendix E. This traffic study and the proposed mitigation plan are addressed more fully in Paragraph 16 of this *Agreement*.

9. Development Schedule: The development schedule for the *Project* is included in section 7 of the *Plan*, as well as Paragraph 18 of this *Agreement*.

10. Open Space: Open space and common open space shall be provided and managed in accordance with Section 8 of the *Plan*.

11. Streets: All streets intended for dedication to the public shall comply with the *County's* Road Construction Standards (unless otherwise approved by the Charleston *County* Public Works Director), notwithstanding any other provision contained herein. Any and all streets and roads, curb cuts, and streetscape designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep on any and all streets and roads on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public. Upon tender of a deed from the *Property Owner* approved by the *County* attorney, the public may accept any and all streets and roads (including related infrastructure) tendered for dedication by the *Property Owner* provided they comply with the *County's* Road Construction Standards described in the *ZLDR*. All alleys shall be maintained and owned by the *Property Owner*, a related entity, or an *Association* as *Common Areas*.

12. Compliance with ZLDR:

a. The *Property Owner* shall comply with the processes in the *ZLDR*, as it exists on the *Effective Date* and as may be expressly amended herein.

b. The *Property Owner* intends to proceed with the proposed *Development* in accordance with the provisions of the *Agreement*, the *ZLDR*, applicable provisions of the *Comprehensive Plan*, and with such conditions as are included in the *Plan*.

c. The provisions of Article 3.10 of the *ZLDR*, Variances, shall apply to the planned development with respect to zoning-related dimensional, design or performance standards on individual *Lots*. Variance applications for trees, *Setbacks*, buffers, height, and maximum Lot/building coverage for individual *Lots* shall be processed pursuant to *ZLDR* Article 3.10, Zoning Variances. All other proposed changes to the Development Agreement and/or Planned Development must be processed as Development Agreement and Planned Development amendment applications. Variances from the tree regulations in the Plan may be granted in accordance with the processes in the Plan.

13. Letters of Coordination: Letters of coordination from all agencies from which the *Property Owner* must either (1) obtain permits or (2) obtain services and/or facilities are collectively attached hereto and incorporated herein by reference as Appendix F.

14. Dimensional Standards:

a. Waterfront Development: The *Property Owner* may develop up to 227 residential *Lots*, excluding *Lots* that have *Villas* or *Bed and Breakfasts* that are *Guest Rooms*, on the portion of the *Real Property* directly abutting the *OCRM Critical Line*. Moreover, the *Property Owner* shall enhance or preserve at least three (3) miles of the portion of the *Real Property* directly abutting the *OCRM Critical Line* as open space. Further, the *Property Owner* will limit, through restrictive covenants or a conservation easement, the number of private use (use for one person or family), joint, or community *Docks* developed on the *Real Property* to eighteen (18). In addition, the *Property Owner* shall adopt restrictive covenants with respect to single-family detached *Lots* on portion of the *Real Property* designated in the *Plan* as Rural Residential requiring that 50% of each *Lot* be preserved in its natural condition. In consideration of the foregoing, notwithstanding Article 4.27.6.B.1 of the *ZLDR*, the waterfront development standards set forth in section 6 of the *Plan*, and no others, shall apply to the *Real Property*. The waterfront development standards set forth therein shall apply to the *Real Property* in lieu of Articles 4.26, 4.27.6.B.1, and 9.7 of the *ZLDR*.

b. Pursuant to section 8 of the *Plan*, the *Property Owner* shall generally provide a 25-foot vegetative buffer between the perimeter of the *Real Property* and an adjacent property titled to an unrelated third party on the *Effective Date* (unless otherwise specified in the *Plan*). Rear *Setbacks* shall be as set forth in Table 6.1 in

the *Plan*. Article 4.27.6.B.2 of the *ZLDR* shall not apply to the planned development of the *Real Property*.

15. Architectural Guidelines: The Architectural and Landscaping Design requirements of the *ZLDR* do not apply. The *ARB* shall develop and administer the architectural and landscaping requirements for the *Real Property* as provided in the *Covenants*. The *Property Owner* shall provide the *Planning Director* a copy of the *ARB* approval of the architectural and landscaping design as part of each *Development* application. Architectural guidelines set forth in Article 9.6 of the *ZLDR* shall not apply to the *Real Property*.

16. Lots to Abut Common Open Space: Pursuant to section 8 of the *Plan*, residential parcels shall be designed to maximize orientation toward common open space or similar areas.

17. Access:

a. The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations illustrated in Exhibit 4.1 to the *Plan*. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties.

b. Areas between structures shall be covered by easements where necessary for access and to provide for maintenance and utility service.

c. Primary vehicular access to office, commercial, or industrial development shall be through limited access roads.

18. Commercial Areas:

a. Commercial areas and adjacent residential, office, and industrial areas shall be directly connected through paved sidewalks, unpaved trails, or other pedestrian infrastructure.

b. Commercial areas shall be planned as groups having common parking areas and common ingress and egress points.

19. Industrial Areas:

a. A minimum vegetative buffer of forty (40) feet shall be required where industrial uses, if any, abut residential uses.

b. All intervening space between the right-of-way line and project building line and intervening spaces between buildings, drives, parking areas and improved areas shall be landscaped with trees and plantings and properly maintained at all times.

20. Areas Designated for Future Uses: All areas designated for future expansion or not intended for immediate improvement or development shall remain in a natural state until such time as development permits are approved; provided, however, with respect to this provision, the “natural state” of the property shall include those uses permitted under base zoning. The *County* agrees that undeveloped portions of the *Real Property* shall be held by the *Property Owner*, or its successors, for agricultural/silvi-cultural/forestry purposes or similar permitted uses until *Development* on that portion of the *Real Property*. The *County* agrees that it will permit said agricultural uses to continue on these undeveloped lands.

21. Signs: The *Property Owner* shall provide a master signage plan to the *ARB*, for review and approval, for each phase of the *Project* and must provide the *ARB*’s written approval of that phase’s master signage plan to the Planning Director prior to obtaining a certificate of occupancy for any portion of that phase of the *Project*. Notwithstanding the foregoing, the standards contained within Article 9.11 of the *ZLDR* shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road.

22. Parking: The parking and loading regulations in Article 9.3 of the *ZLDR*, as modified in Appendix B, and no others, shall apply to the *Real Property* or any portion thereof; provided, however, the amendments set forth in section 10 of the *Plan* shall apply.

23. Tree Protection: The tree regulations in Article 9.4 of the *ZLDR*, as modified in Appendix B, and no others, shall apply to the *Real Property* or any portion thereof.

24. Resource Areas: The *Plan* protects the resources determined significant by the *Planning Director*, as set forth more fully in section 14 of the *Plan*.

25. Common Open Space: Common open space and open space is located to preserve any significant resources on the *Real Property*. The standards applicable to common open space and open space on the *Real Property* are set forth in section 8 of the *Plan*. Article 4.27.7 of the *ZLDR* shall apply to the *Real Property* only to the extent set forth in section 8 of the *Plan*.

26. Affordable Dwelling Units: Affordable dwelling units and *Housing for the Workforce* shall be provided in accordance with this *Agreement*. Article 4.27.8 of the *ZLDR* shall not apply because the *Property Owner* is NOT requesting a density bonus from the maximum range in the *Comprehensive Plan* on the Urban/Suburban portion of the *Real Property*.

27. Land Use Sketch Plan: The general location and amount of land proposed for each land use, including single-family residential, multi-family residential, institutional,



office, commercial, industrial, common open space/recreation, street use, etc., is conceptually delineated in Exhibit 4.1 to the *Plan*. Moreover, the amount of land proposed for each such land use is set forth in Table 5.1 to the *Plan*.

28. Conceptual Lot Lines: The conceptual lines of the *Lots* proposed to be developed on the *Real Property* are delineated in Exhibit 1.2 to the *Plan*.

29. Pedestrian and Motor Traffic Circulation: The conceptual proposed pedestrian and motor traffic circulation for the proposed development is delineated in Exhibits 4.1 and 11.4 to the *Plan*.

30. Wetlands Survey: A wetland survey of the *Real Property* is attached hereto as Exhibit 4.9. Exhibit 4.9 has been submitted to, but not yet approved by, *OCRM* and the *Corps* with respect to the current acreages of highland, freshwater wetland, and *OCRM* critical area on the *Real Property*. A letter from the *Corps* confirming receipt and review of this survey is attached hereto as Appendix N. The *Property Owner* has no intention to develop upon any of these natural areas; provided, however, the *Property Owner* may construct portions of roads and/or utilities on these natural areas only after obtaining all applicable permits and approvals from *OCRM* and the *Corps* for such *Development* and obtaining site plan approval from the *County* pursuant to the *ZLDR*.

31. Tree Survey: The *Property Owner* has provided the *County* with a high-resolution aerial photograph of the *Real Property* in lieu of a tree survey. A tree survey showing all *Grand Trees* on proposed residential *Lots* of one acre or less and in road rights-of-way and easements on a portion of the *Real Property* proposed to be developed pursuant to the *Plan* shall be submitted as part of a site plan or preliminary plat application for that portion of the *Real Property*. Tree surveys for non-residential uses and lots greater than one acre shall conform to the standards in section 9 of the *Plan*. Article 4.27.9.C.1.b.v of the *ZLDR*, requiring a tree survey as part of a PD application, shall not apply.

32. Architectural Elevations: Architectural elevations for each type of residential and non-residential unit are attached to the *Plan* as Exhibit 12.1.

33. Phasing Schedule: A general delineation of the areas to be included in each phase of the proposed development is attached to the *Plan* as Exhibit 7.1. Notwithstanding Article 4.27.9.C.1.b.viii of the *ZLDR*, the location of common open space areas and/or affordable housing units to be included in each phase shall not be required at this time. The location of common open space areas and/or affordable housing units to be included within a phase of development shall be set forth as part of a site plan or preliminary plat application for that phase. Common open space and *Housing for the Workforce* shall be provided throughout the *Project* in conformity with this *Agreement*.

34. Construction Entrance: The location of the construction entrance is set forth in Exhibit 14.1 to the *Plan*.

35. Landscaping Sketch Plan: Notwithstanding Article 4.27.9.C.1.b.x of the *ZLDR*, a landscaping sketch plan shall not be required at this time. A landscaping sketch plan for each phase of the proposed development shall be submitted as part of a site plan or preliminary plat application for that phase.

36. Utility Sketch Plan: Notwithstanding Article 4.27.9.C.1.b.xi of the *ZLDR*, a utility sketch plan with the location of any on-site natural areas, buffers, trees and sidewalks that may be impacted by utility facilities including the existing and proposed location of any easements or rights-of-way shall not be required at this time. In lieu thereof, the *Property Owner* has submitted a series of conceptual plans for the provision of utilities and facilities, attached to the *Plan* as Exhibits 14.1 through 14.2. A more detailed utility sketch plan, in compliance with Article 4.27.9.C.1.b.xi of the *ZLDR*, for each phase of the proposed development shall be submitted as part of a site plan or preliminary plat application for that phase.

37. Current Aerial/Sketch Plan Overlay: An aerial of the *Real Property* with an overlay of the proposed Illustrative Master Plan is attached to the *Plan* as Exhibit 1.1.

## 12. Local Development Permits and Other Permits Needed

Pursuant to section 6-31-60(A)(6) of the South Carolina Code, the *Parties* anticipate that the following local *Development Permits*, approvals, and other regulatory permits will be needed to complete the *Project*:

*County* plat approvals; *County* infrastructure permits; *County* land disturbance permits; *County* zoning, building, business license, stormwater/drainage, and contracting permits; *County* certificates of occupancy; applicable *DHEC* permits; and any other required local, state or federal approvals or permits.

The *County* will make a determination on the *Property Owner's* complete applications for approvals and permits within a reasonable time. The failure of this *Agreement* to address a particular permit, condition, term, or restriction does not relieve the *Property Owner* of the necessity of complying with the law governing permit requirements, conditions, terms, or restrictions.

## 13. Vested Rights Governing the Development of the Real Property

A. Generally: Subject to Paragraph 10.A of this *Agreement*, all rights and prerogatives accorded to the *Property Owner* by this *Agreement* and the *Plan* shall immediately constitute vested rights for the *Development* of the *Real Property*. Nothing in this *Agreement*, including but not limited to Paragraph 10.A, is intended to abrogate and shall not abrogate or diminish rights conferred under sections 6-31-140 of the South Carolina Code, the "Vested Rights Act" (codified at sections 6-29-1510 to -1560 of the South Carolina Code), any provision of the *County Ordinances* adopted pursuant to the Vested Rights Act, or any rights that may have vested pursuant to common law or otherwise in the absence of a *Development Agreement*.

B. Vested Rights to Complete Development in Progress: Any permits or approvals granted to the *Property Owner* prior to the adoption of this *Agreement* shall continue to be valid, vested rights.

C. Vested Rights in the Plan: All permitted, conditional, accessory, and temporary uses set forth in the *Plan* shall constitute vested rights on the *Effective Date*. In addition, all *Building Development Standards* and other *Development* regulations, including but not limited to waterfront development standards, tree regulations, parking and loading regulations, open space and common open space regulations, architectural regulations, landscaping regulations, and buffer and screening regulations set forth in the *Plan* shall constitute vested rights on the *Effective Date*.

D. Entitlement Densities: The *Property Owner* shall have a vested right to the following entitlement densities on the *Effective Date*:

1. Dwelling Units: The *Property Owner* shall have the vested right to develop up to 1,285 *Dwelling Units* on the *Real Property*, not including those *Dwelling Units* that are *Retirement Housing Units*, and may determine the precise type, configuration and location of *Dwelling Units*, provided that:

- The *Property Owner* may not develop more than 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is designated as Rural Residential in the *Plan*; and
- The *Property Owner* may not develop more than 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.

2. Retirement Housing. The *Property Owner* shall have a vested right to develop up to 160 *Retirement Housing Units*. These *Retirement Housing Units* shall be in addition to the other 1,285 *Dwelling Units* vested for the *Real Property*. *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* at the equivalence of 2.0 *Retirement Housing Units* for each *Guest Room*, with any fractions rounded up to the next whole number of *Guest Rooms*. *Retirement Housing Units* may be located only in the River Village and not in the Rural Residential or Bohicket Station.

3. Housing for the Workforce: Of the 1,285 total *Dwelling Units*, 117 shall constitute *Housing for the Workforce* units. Further, 18 of the *Housing for the Workforce* units shall constitute *Affordable Housing*. The *Property Owner* may determine the precise type, configuration and location of *Housing for the Workforce* and *Affordable Housing* on the *Real Property*, in compliance with the *Agreement* and the *Plan*; provided, however, that the *Housing for the Workforce* units and *Affordable Housing* units shall be located throughout the *Real Property* and the *Dwelling Unit* caps described in number 1, above, are not exceeded.

4. Commercial and Institutional Entitlement Densities: “*Gross Leasable Area*” or “*GLA*” means total floor area devoted to a use designated as such in Table 4.1 of the *Plan*. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in the *Plan*. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*. The *Property Owner* shall have

the vested right to develop up to 80,000 square feet of *GLA* on the *Real Property*. This *GLA* shall constitute a vested right on the *Effective Date*. The *Property Owner* may determine the precise configuration and location of *GLA* on the *Real Property*, in compliance with the *Agreement* and the *Plan*.

5. Lodging: The *Property Owner* shall have a vested right to develop up to 450 *Guest Rooms* on the *Real Property*, which may be dispersed among *Villas, Inns, Bed and Breakfasts*, and/or up to two (2) *Hotels*. The *Property Owner* shall have a vested right to develop up to two (2) *Hotels* on the *Real Property*; provided, however, the total number of *Guest Rooms* on the *Real Property* may not exceed 450. The *Property Owner* may determine the precise type, configuration and location of *Guest Rooms* on the *Real Property*, in compliance with the *Agreement* and the *Plan*. *Guest Rooms* shall not count against any of the other entitlement densities in the *Agreement*.

6. Golf Course: “*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*. The *Property Owner* shall have the right to develop a portion of the *Real Property* for use as a *Golf Course* or *Golf Courses*, including up to 36 holes, any or all of which the *Property Owner* may develop as public or private, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space. The *Property Owner* shall have the right to build full-service club houses, practice ranges, training facilities and maintenance facilities accessory to the *Golf Course(s)* on the *Real Property* in any location the *Property Owner* deems appropriate, in compliance with the *Agreement* and the *Plan*. The *Property Owner* may determine the precise configuration and location of the *Golf Course(s)* and its/their accessory uses, in compliance with the *Agreement* and the *Plan*. The *Golf Course(s)*, including club houses and other accessory uses, shall not count against any of the other entitlement densities in this *Agreement*.

**14. Intentionally Omitted.**

**15. Configuration and Location**

The standards set forth in the Kiawah River Planned Development District Plan, attached hereto and incorporated herein by reference as Appendix A, shall control the configuration and location of vested rights and uses on the *Real Property* or any portion thereof. The conceptual illustrations or maps included in or attached as exhibits to this *Agreement* or the *Plan* are provided as examples only and shall not affirmatively bind the *Property Owner*. The planned *Development* is subject to change within the legal guidelines of this *Agreement* and the *Plan*, and the conceptual illustrations and maps included herein and attached hereto are therefore not commitments or representations to the *County* or any third party. The *Property Owner* may determine the precise configuration, names, acreage, amounts and location of any vested rights and uses in compliance with this *Agreement* and the *Plan*.

**16. Facilities and Services**

A. Generally: This section addresses the *Facilities*, including public infrastructure improvements, which are necessary to support the *Development*. The *Property Owner* shall only be responsible for those specific *Facilities* that the *Property Owner* expressly undertakes to install and maintain herein. The remainder of the *Facilities* listed herein shall be installed and maintained by the applicable service providers. Accordingly, letters of coordination with each of these service providers are included in Appendix F.

B. Certification of Completion Concurrent with Impact: Although the nature of this long term *Project* prevents the *Property Owner* from now providing exact completion dates, the *Property Owner* certifies that the specific services and *Facilities*, including public infrastructure improvements, that the *Property Owner* expressly undertakes to install will be in place, or if not fully in place, the cost of their construction fully bonded or letter of credit posted at a sufficient time to ensure availability concurrent with the impacts of the *Development* and consistent with the Schedule of *Development* set forth herein. Subject to compliance with applicable law and with all provisions of the *Agreement*, the *County* hereby authorizes the *Property Owner* to install all *Facilities* which the *Property Owner* has undertaken to provide herein.

C. Economic Impact Analysis: The *Property Owner* has procured an extensive economic and fiscal impact analysis of the proposed *Development*, prepared by The Regional Dynamics and Economic Modeling Laboratory at the Strom Thurmond Institute of Government at Clemson University and attached hereto as Appendix C. Further, a more detailed analysis of the fiscal impact of the *Project* on governmental services and infrastructure, as well as a capital improvements program designed to implement necessary infrastructure improvements as the *Project* progresses, is attached hereto as Appendix D (The Fiscal Impact of Kiawah River Plantation on Charleston County, dated December 18, 2009). Both of these analyses project a positive net fiscal impact for the *County*, with additional revenue received by the *County* as a result of the *Development* more than sufficient to cover the additional expenditure burden for the *County* generated by the *Development*.

#### D. Traffic Considerations

1. Traffic Study and Mitigation Plan: The *Property Owner* has procured a Traffic Impact Analysis and Mitigation Plan prepared by Kubilins Transportation Group, Inc., a copy of which is attached hereto as Appendix E. This study analyzes the traffic operations within the area of influence and provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. A proof-of-coordination letter with *DOT* is also included in Appendix F, attached hereto.

2. Scope of Study: The area of influence of the study site, as indicated by *DOT*, includes the following four (4) existing and one (1) proposed intersections:

a. Maybank Highway (SC 700) and River Road (S-10-91) (signalized);

b. Maybank Highway (SC 700) and Bohicket Road/Main Road (S-10-20) (signalized);

c. Bohicket Road/Betsy Kerrison Parkway and River Road (S-10-20) (signalized);

d. River Road (S-10-91) and Mullet Hall Road/Site Access (unsignalized);  
and

e. Betsy Kerrison Parkway and Village Site Access (proposed signal)

3. Site Access: The *Development* will be served by two (2) full-movement access points. The primary access point for the *Development* will be located at Betsy Kerrison Parkway. The secondary access point for the *Development* will be located at Mullet Hall Road. There are no recommended improvements to Mullet Hall Road. However, the following improvements are recommended to ensure proper site access at Betsy Kerrison Parkway:

a. Construct a full-movement access drive with one (1) ingress lane and two (2) egress lanes. The egress lanes should be configured as a separate left turn lane with 150 feet of storage and the through lane shall terminate as a right turn lane. 150 feet of internal protected storage should also be provided.

b. Construct a dedicated left-turn lane on the southbound approach of Betsy Kerrison Parkway with 150 feet of storage with appropriate tapers.

c. Construct a dedicated right-turn lane on the northbound approach of Betsy Kerrison Parkway with 100 feet of storage with appropriate tapers

d. Install traffic signal control upon meeting the appropriate MUTCD and SCDOT traffic signal control warrants.

The *Property Owner* shall construct or finance the construction of the above-stated improvements (or such other improvements as shall be recommended in consultation with *DOT*) after obtaining all applicable permits and approvals from *DOT* as these improvements are deemed necessary by *DOT*. The *Property Owner* shall complete the first three (a-c) of the above-stated improvements concurrently with the completion of Phase 1 construction. The *Property Owner* shall complete the final recommended improvement (d) when required in coordination with *DOT*. The *Property Owner* will dedicate any applicable public improvements associated with this primary access point to the public for maintenance in accordance with applicable law and provide any applicable maintenance bond in coordination with *DOT*.

4. Initial Development Capacity: The study analyzed the amount of development and resultant traffic that can be handled without operational impacts to the major facilities and intersections on Johns Island. The analysis determined that the following amount of development could be constructed over the next several years without any significant impact to the intersections or roadway network that would require improvements:

- 105 single family homes
- 315 recreational homes
- 40 workforce apartments
- 350 guest rooms
- 35,000 square feet of *GLA* in the Bohicket Station Tract, as delineated in Exhibit 4.1 of the *Plan*
- 20,000 square feet of *GLA* within the River Village Tract, as delineated in Exhibit 4.1 of the *Plan*
- An 18-hole golf course

Further, Kublins Transportation Group, Inc. has prepared a land-use equivalency matrix, attached hereto as Appendix E-1, which permits a ready conversion of the traffic impact (number of peak hour trips generated) from one proposed use to another. The *Property Owner* shall fund an independent supplemental traffic study (the cost of which shall not exceed \$20,000.00) and provide a proposed mitigation and implementation plan for the *County's* review and approval after the *Development* has reached 2/3 of the "Initial Development Capacity" set forth in the initial traffic impact analysis, prepared as part of this *Agreement*, as such "Initial Development Capacity" may be converted by Appendix E-1.

E. The Project's Thoroughfares:

1. Definition: "*Thoroughfare*" means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open space, consisting of vehicular lanes and their adjacent rights-of-way.

2. County Road Construction Standards: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for public roads set forth in the *County Road Construction Standards*, described in the *ZLDR*, with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the *County Road Construction Standards* described in the *ZLDR* with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public.

3. Design and Installation: The *Property Owner* shall develop and install *Thoroughfares* and their related infrastructure on the *Real Property*. The *Property Owner* may develop any or all of the *Thoroughfares* on the *Real Property* as public or private; provided, however, any *Thoroughfares* to be offered for dedication to the public will comply with the *County Road Construction Standards* described in the *ZLDR*.

4. Private Thoroughfares: Exhibits 11.1 and 11.2 to the *Plan* provide an illustration of the typical private *Thoroughfare* sections which may be implemented on the *Real Property*, including typical utility placements within private *Thoroughfares*. Exhibit 11.3 to the *Plan* shows the vehicular lanes and parking assemblies which may be utilized for private *Thoroughfares* on the *Real Property* or designated portions thereof. Exhibit 11.4 to the *Plan* shows the conceptual road framework which may be implemented for private

*Thoroughfares* on the *Real Property*. Notwithstanding those exhibits, the *Property Owner* may determine the precise configuration and location of any and all private *Thoroughfares* on the *Real Property*; provided, however, the *Property Owner* has a qualified engineer determine that their configuration and location does not present a significant safety hazard.

5. Ownership and Maintenance: The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep on any and all *Thoroughfares* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public in conformity with the *County Road Construction Standards* described in the *ZLDR*. All alleys shall be maintained and owned by the *Property Owner*, a related entity, or an *Association*.

6. Paving: Any and all public *Thoroughfares* installed on the *Real Property* shall be paved in accordance with the *County Road Construction Standards*, described in the *ZLDR*. To preserve the existing rural character of the *Real Property* or portions thereof, the *Property Owner* may retain existing unpaved, private *Thoroughfares* and/or install other unpaved, private *Thoroughfares* on the *Real Property* or portions thereof.

7. Internal Access: The *Property Owner* may limit access to private *Thoroughfares* on the *Real Property* or portions thereof through the use of a security gate or other similar method. Access to public *Thoroughfares* may NOT be similarly limited. All *Thoroughfares* on the *Real Property*, whether public or private, shall have direct or indirect access to Betsy Kerrison Parkway and Mullet Hall Road.

8. Construction Access: Construction traffic will be routed along Mullet Hall Road, at the location illustrated in Exhibit 14.1 to the *Plan*. Prior to construction of Phase 1, the *Property Owner* shall finance an inspection of Mullet Hall Road to determine and record its current condition. The *Property Owner* will provide a report defining the base line condition of Mullet Hall Road and providing an ultimate road section recommendation to accommodate projected traffic for build-out of the *Project*. This report will be submitted to *DOT* for review and approval. The *Property Owner* will then provide *DOT* with an engineer-certified construction cost estimate for any repairs and other improvements needed as specified in the report, as well as a letter of credit or bond ensuring the work will take place within a mutually agreeable time frame. The *Property Owner* will continue to coordinate any improvements or maintenance of Mullet Hall Road with *DOT* during the *Project*. The Charleston County Parks and Recreation Commission, which uses Mullet Hall Road for primary access to the Johns Island County Park and Mullet Hall Equestrian Center, has consented to this procedure via letter of coordination attached to the *Plan* as Exhibit 11.5.

9. Connections with Adjacent Properties: The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations illustrated in Exhibit 4.1 to the *Plan*. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property*



*Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties.

F. Community Ways: As used herein, a “*Community Way*” means a walkway of any surface type (paved or unpaved), a bicycle lane, bicycle route, bicycle trail, leisure trail, or walking trail designed for pedestrian or bicycle traffic. The *Property Owner* shall install an interconnected system of *Community Ways* on the *Real Property*. The *Property Owner* may determine the configuration, location, type, number, size, location, lighting and path surfaces of private *Community Ways* on the *Real Property*. However, any and all public *Community Ways* shall comply with the *County's* Improvement Standards, as they exist on the *Effective Date*. The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations delineated in Exhibit 4.1 to the *Plan*. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties. Any and all *Community Ways* designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the *Community Ways* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public. Upon tender of a deed from the *Property Owner* approved by the *County* attorney, the public may accept any and all *Community Ways* tendered for dedication by the *Property Owner* provided they comply with the *County's* Improvement Standards, as they exist on the *Effective Date*.

G. Golf Carts and Personal Transportation Vehicles: Golf carts and personal transportation vehicles may be used on any *Thoroughfares*, causeways, *Community Ways*, and parking areas of the *Real Property* or any portion thereof that the *Property Owner* may designate, if consistent with state law.

H. Wastewater Treatment: The *Property Owner* will provide suitable wastewater treatment or septic to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after obtaining all applicable permits and approvals from regulatory agencies and governmental entities. Any wastewater treatment system shall be subject to best management practices. The proposed wastewater treatment facility will comply with the Charleston County 208 Water Quality Management Plan and all BCDCOG and SCDHEC requirements, including the SCDHEC permitting requirements that the *Property Owner* provide financial protections for the continued economic viability of the system and that the system be managed by a class A licensed operator.

I. Potable Water: St. John's Water Company will provide potable water to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after obtaining all applicable permits and approvals from regulatory agencies. Water supply for the *Development* will be via two (2) connections: (1) an existing, twenty-four-inch (24”) diameter water transmission main on Betsy Kerrison Boulevard; and (2) an existing six-inch (6”) diameter water main on Mullet Hall Road. The existing water main on Mullet Hall Road will likely need to be upsized in the future to supply sufficient fire-flow. The new system will be designed and constructed to supply sufficient fire suppressing flow based on the requirements of the Insurance Services Office (ISO), as well as

the Charleston County Building Department. A Preliminary Master Water Plan is attached to the *Plan* as Exhibit 14.1. Prior to the construction of Phase 1, a more in-depth water model will be created in order to properly size all mains. The new water distribution system will be designed to meet the requirements of the St. Johns Water Company and *DHEC*. Applicable impact fees will be paid to St. Johns Water Company in order to offset any capital improvement upgrades that will be needed for the system. A proof-of-coordination letter with St. Johns Water Company is included in Appendix F. Unless otherwise provided with respect to *Lots* served by a well, the *Property Owner* shall design and construct facilities necessary for the transmission and distribution of potable water to all *Lots* and *Dwelling Units* on the *Real Property*. The *Property Owner* shall transfer facilities for the transmission and distribution of potable water, including necessary easements, to St. Johns Water Co.

J. Drainage:

1. Stormwater Master Plan: A Stormwater Master Plan for the *Real Property* is attached hereto as Appendix H. The *Property Owner* shall provide sufficient drainage for the *Development* of the *Real Property*. The *Property Owner* shall not impair or diminish the drainage currently flowing through the *Real Property*. The *Property Owner* shall not impede such drainage during construction or during land disturbance activities on the *Real Property* and shall provide comparable drainage at a substitute location, if necessary.

2. County Stormwater Ordinance: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for drainage set forth in the *County Stormwater Ordinance*. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the *County Stormwater Ordinance*.

3. Coordination with County Public Works Department: The *Property Owner* will continue to coordinate with the Stormwater Division of the *County's* Public Works Department to ensure that all publicly dedicated, constructed and accepted drainage-related capital improvements (or portions thereof) and operating expenses directly attributable to the *Project* and the *Development* are paid for through property tax revenue or other revenues generated from the *Development* during the build-out of the *Project* and concurrent with impacts from the *Development*, as well as to ensure that all improvements constructed on the *Real Property* comply with the *County's* Stormwater Ordinance. The *Property Owner* shall obtain all applicable permits and approvals relating to drainage before beginning each phase of the *Project*.

4. Maintenance: Any and all drainage infrastructure designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the drainage infrastructure and facilities on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public.

K. Septic Tanks and Wells: The *Property Owner* may install septic systems and/or wells for drinking water to service *Lots* and *Dwelling Units* on the *Real Property* or portions thereof provided the septic systems and/or wells for drinking water meet state regulatory requirements. The number of *Lots* or *Dwelling Units* on the *Real Property* serviced by wells and/or septic systems shall not exceed any applicable state regulatory requirements. Any such *Lots* and *Dwelling Units* on the *Real Property* that are serviced by a septic system or well meeting applicable regulatory requirements shall not be considered non-conforming under the *County's Laws* because of such septic system or well.

L. Streetlights: The *Property Owner* shall have the right to decide the location, design and number of streetlights, if any, on the *Real Property*. Any and all streetlights designed and installed on the *Real Property* may (1) be owned and maintained as *Common Areas* or (2) be owned and maintained by the *Property Owner* or a related entity. If the location of any streetlight is to be in a public right-of-way, the location must be approved by the *County's* Director of Public Works.

M. Stoplights, Traffic Control, and Other Street Signage: The *Property Owner* may determine the configuration and location of all street and traffic control signs on the *Real Property*, the standards of which shall be determined in consultation with *DOT*. All traffic control devices within a public or private right-of-way must meet the requirements of the Manual on Uniform Traffic Control Devices.

N. Parks, Common Spaces and Buffers on the Real Property: Certain portions of the *Real Property* may contain parks, common spaces, and buffers. The *Property Owner* reserves the right to limit access and use of these to select owners, tenants or lessees on the *Real Property*, their guests, and others who may be their invitees.

O. Solid Waste Collection: Trash collection will be provided by the *Property Owner* for all residential, commercial, institutional, retail and office parcels on the *Real Property*. Trash collection for single-family parcels will be curbside. Trash collection will be from a central location, such as a Dumpster, for each separate multi-family, commercial, institutional, retail, or office site on the *Real Property*. These Dumpsters (or other containers) will be located out-of-sight in approved areas with appropriate access and screening. A proof-of-coordination letter with Suburban Disposal Services is included in Appendix F. The *Property Owner* will continue to work with the Charleston County Environmental Management Department to coordinate solid-waste related activities.

P. Education: The *Development* will be served by the Charleston County School District and area private schools. The *Development* is planned to be similar in scope and nature to the Kiawah Island and Seabrook communities. The *Development* is expected to generate 39 new students who attend school in the district by the time of full build-out at year 20. A proof-of-coordination letter was received from the Charleston County School District stating that "all of the referenced schools currently have capacity on site to serve students in their attendance zones." A copy of this letter is included in Appendix F.

Q. Police: All access drives and parking areas will be lighted to improve security and reduce vehicle thefts. The proposed *Development* will foster community involvement, which will

aid in the prevention of crime through citizen activism. Also, the proposed traffic improvements referenced in Appendix E should maintain or improve current response times to this and adjacent sites. A proof-of-coordination letter with the Charleston County Sheriff's Office is included in Appendix F.

R. Fire Protection: All access roads and parking areas will be constructed to facilitate fire equipment access. Representatives of the *Property Owner* have coordinated with the St. John's Fire Department to discuss the *Development*, including proposed road sections. The *Property Owner* will continue to coordinate with St. Johns Fire Department through the life of this *Agreement*. The *Property Owner* will provide capital items as stated in Section 16(X) of this *Agreement*.

S. Emergency Medical Services: Charleston County EMS provides emergency medical services to the citizens of Charleston County. A proof-of-coordination letter with Charleston County EMS is included in Appendix F.

T. Utilities: Utilities, such as electrical and gas services, cable television, high speed internet access, and telephone service, shall be made available and maintained by the appropriate service providers. All utilities shall be installed underground. The *Property Owner* shall furnish necessary easements to utility providers for water, sewer, gas, electricity, telephone, cable television, and other utilities. Adequate easements for utilities shall be reserved by the *Property Owner* in conveyances of *Lots*, *Dwelling Units*, and *Development Parcels*. The location and size of such easements shall be determined by the *Property Owner* in consultation with the applicable service provider. Letters of coordination from Berkeley Electric Cooperative, Inc., Comcast, and Bellsouth are included in Appendix F.

U. Common Area Maintenance: Any *Association* established with respect to the *Real Property* or any portion thereof shall be responsible for maintaining the *Common Areas*, as described in any applicable *Covenants* and/or the *Agreement*.

V. Hurricane Preparedness Plan: The *Property Owner* has procured a Hurricane Evacuation Plan, which is attached hereto as Appendix I. The *Property Owner* will coordinate with the Charleston County Emergency Preparedness Division and the South Carolina Emergency Management Division to ensure that the *Development* complies with applicable laws and regulations.

W. Town of Kiawah Island: The *Property Owner* has conferred with the Town of Kiawah Island, the only municipality adjacent to the *Real Property*, which supports the *Project*. Furthermore, the *Property Owner* has conferred with the nearby municipality of Seabrook Island. Proof-of-coordination letters with the Town of Kiawah Island and Seabrook Island are included in Appendix F.

X. Mitigation Provided Directly by the Property Owner to the County: The *Property Owner* shall provide the following amounts to mitigate the impact of the *Development*:

1. Ladder Truck: The *Property Owner* will pay \$800,000 or the actual cost, whichever is lesser, towards the purchase of a ladder truck to service the *Real Property* for

St. John's Fire District on or before obtaining a building permit for the construction of any building on the *Real Property* requiring a ladder truck according to National Fire Prevention Association requirements.

2. Dedication of Land: During the term of this *Agreement*, the *Property Owner* shall set aside three (3) highland acres of the *Real Property* at a mutually agreeable location(s). At such time as the *County* requests the use of any or all of this acreage for the construction of a substation(s) for the use of St. John's Fire District, the Charleston County Sheriff's Office, the Charleston County Magistrate's Office, Charleston County EMS, and/or any other police, fire or EMS service which may acquire jurisdiction over the *Real Property* after the *Effective Date* (provided, however, the site(s) shall not be used solely by the Charleston County Magistrate's Office), the *Property Owner* shall dedicate the such acreage to the *County* as necessary for such use(s). If the *County* does not construct a substation on the dedicated site(s) within three (3) years of the dedication, the dedicated site(s) shall revert back to the *Property Owner*; provided, however, the *Property Owner* shall continue to hold the site(s) as set forth in this Paragraph 16.X.2 and all of the *County's* rights in this Paragraph 16.X.2 shall continue until the termination of this *Agreement*. The *County* may not request such dedication until after a certificate of occupancy has been issued for the 200<sup>th</sup> *Dwelling Unit*, unless otherwise agreed by the *Parties*.

## 17. Natural Resource Protection and Preservation

A. Cultural Resources Survey: The *Property Owner* has procured a Cultural Resources Survey of Mullet Hall Plantation, Johns Island, Charleston County, South Carolina, prepared by the Chicora Foundation, Inc., attached hereto as Appendix J. The study examined archaeological sites and cultural resources found on the *Real Property*.

1. Cemeteries: Three (3) cemeteries, designated in the study as 38CH1540, 38CH1548, and 38CH1549, will not be developed except as provided herein. Additionally, as recommended in the study, 38CH1540 will have a fifty foot (50') minimum buffer, 38CH1548 will have a twenty-five foot (25') minimum buffer, and 38CH1549 will have a fifty foot (50') minimum buffer. All three cemetery sites will have construction fences erected for their protection during all phases of construction activity. As further recommended in the study, the *Property Owner* will remove all trees in the cemeteries of 5-inches DBH or less in diameter. The remaining trees will be pruned for crown cleaning and overall restoration. No tree survey or other *County* permits shall be required for such clearing and restoration.

2. Archaeological Resources: Upon review and approval by the State Historic Preservation Office ("SHPO"), eligible and potentially eligible archaeological resources may be either green spaced (preserved in place) or subjected to additional investigation (data recovery in the case of eligible sites or additional testing in the case of potentially eligible sites). With additional testing, the potentially eligible sites may be designated as either eligible or not eligible. Contractors shall be advised to report the discovery of any archaeological remains encountered during construction activities to the *Project* engineer, who should, in turn, report the find to SHPO. No further land-altering activities shall take

place in the area of the discovery until they have been examined by an archaeologist and, if necessary, processed.

B. Memorandum of Agreement: The *Property Owner* will enter into a Memorandum of Agreement with *DHEC* and *SHPO*, a proposed draft of which is attached hereto as Appendix K, to certify the consistency of the *Development* with the Coastal Zone Management Plan and to mitigate potential impacts of the *Development* on sites which are eligible for, potentially eligible for, or currently listed in the National Register of Historic Places. The *Property Owner* will continue to coordinate with *DHEC* and *SHPO* to ensure that applicable natural and cultural resource areas on the *Real Property* are investigated, preserved and protected pursuant to state and federal law.

C. Threatened and Endangered Species Assessment: The *Property Owner* has procured a Threatened and Endangered Species Assessment, prepared by Newkirk Environmental, Inc., which, together with a May 21, 2009, update of this assessment, is attached hereto as Appendix L. The assessment was conducted to determine the occurrence of, or potential for, animal and plant species federally listed as endangered or threatened to exist within the *Real Property*. Completion of this survey complied with current state and federal regulations, including the Federal Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and the South Carolina Non-Game and Endangered Species Conservation Act. Field surveys have documented the presence of two (2) bald eagle nests within the boundaries of the *Real Property*. As a result, coordination with the Department of Natural Resources and the United States Fish & Wildlife Service is on-going in an attempt to establish guidelines for activities near the active nests. The proposed *Development* shall comply with these guidelines.

D. Flora and Fauna: The *Property Owner* will use best efforts to maintain and enhance the native plant material on the *Real Property*. Additional considerations in *Lot* configurations will be made to maintain wildlife corridors that connect this property with the surrounding natural environment.

## **18. Development Schedule for the Project**

A. Commencement Date: The *Project* will be deemed to commence *Development* upon the *Effective Date*.

B. Interim Completion Dates: The *Property Owner* estimates that during the years after the *Effective Date*, the following percentages of the undeveloped highland within the *Real Property* will be developed pursuant to the *Plan*:

<u>Year</u>	<u>Percentage Complete</u>
5	0-25%
10	26-50%
15	51-75%
20	76-100%

As such, a generalized phasing plan for the *Real Property*, showing a conceptual illustration of the *Development* which may be implemented on the *Real Property* 5 years, 10 years, 15 years, and 20 years after the *Effective Date* of the *Agreement* is attached to the *Plan* as Exhibit 7.1.

C. Completion Date: The *Property Owner* projects that the *Project* should be substantially completed (i.e. essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) twenty (20) years from the *Effective Date*.

D. Modification of Commencement or Completion Date: The *County* recognizes the *Development* on the *Real Property* will include a variety of uses and that demand, cost, environmental factors, and other pertinent financial and feasibility considerations fluctuate. Accordingly, the commencement date and schedule of completion set forth in this *Agreement* are estimates only. The timing of the actual *Development* of the *Project* will likely differ because of the multiple variables influencing it. The *Parties* agree that the commencement date, interim completion dates, and completion date are therefore subject to modification and that the *Property Owner* may provide to the *County* updated schedules which shall not constitute an amendment of this *Agreement* triggering the process for approval of amendments set forth in this *Agreement*.

E. Failure to Meet Commencement or Completion Date: The *Property Owner's* failure to meet the commencement date, an interim completion date, or the completion date shall not, in and of itself, constitute a material breach of this *Agreement* pursuant to section 6-31-90 of the South Carolina Code, but must be judged based on the totality of circumstances.

## 19. Term of the Agreement

A. Term: Pursuant to section 6-31-40 of the South Carolina Code, this *Agreement* shall expire twenty (20) years from the *Effective Date* unless extended pursuant to the remaining provisions of this Paragraph. The date of the expiration of the term of this *Agreement* is the termination date.

B. Extension of Term: If the *Property Owner* provides to the *County* a written certification during the initial or the first extension term of this *Agreement* but no later than ninety (90) days prior to the termination date that the gross highland acres within the *Real Property* then owned by the *Property Owner*, and/or an entity or entities that have substantially the same ownership as the *Property Owner*, is twenty-five acres or more, the *County*, the *Property Owner*, and/or such entity or entities shall enter an amendment to this *Agreement* extending the term for an additional five (5) year term from the date of certification; provided, however, the *Property Owner* is not in material breach of the *Agreement*. The *Property Owner* may exercise up to two such five-year extensions. Nothing in this *Agreement* shall be interpreted to preclude the *Parties* from extending the termination date by mutual *Agreement* or from entering into subsequent *Development Agreements*.

## 20. Intentionally Omitted.

## 21. Submission List

The following package of documents, exhibits, and appendices has been submitted simultaneously with this *Agreement* and is incorporated herein:

Development Agreement

- Exhibit 1.1-Definitions
- Exhibit 4.1-Legal Description
- Exhibit 4.2-Plat
- Exhibit 4.3-Acreage Breakdown
- Exhibit 4.4-Deed No. 1
- Exhibit 4.5-Deed No. 2
- Exhibit 4.6-Deed No. 3
- Exhibit 4.7-CCPRC Easement Agreement
- Exhibit 4.8-Berkeley Electric Easement Agreement
- Exhibit 4.9-Wetland Survey

Appendices

- Appendix A-The Kiawah River Planned Development District Plan (with exhibits)
- Appendix B-ZLDR, as modified
- Appendix C-Economic Impact Analysis
- Appendix D-Capital Improvements Program/Fiscal Impact Analysis
- Appendix E-Traffic Impact Analysis and Mitigation Plan
- Appendix E-1-Land Use Equivalency Matrix
- Appendix F-Letters of Coordination with Local Government Entities
  - 1-DOT
  - 2-BCDCOG
  - 3-St. John's Water Co.
  - 4-Suburban Disposal Services
  - 5-Charleston County School District
  - 6-Charleston County Sherriff's Office
  - 7-St. John's Fire Department
  - 8-Charleston County EMS
  - 9-Berkeley County Electric Cooperative, Inc.
  - 10-Comcast
  - 11-BellSouth
  - 12-Town of Kiawah Island
  - 13-Charleston County Parks and Recreation Commission
  - 14-Town of Seabrook
- Appendix G-Intentionally Omitted
- Appendix H-Stormwater Master Plan
- Appendix I-Hurricane Evacuation Plan
- Appendix J-Cultural Resource Survey
- Appendix K-Proposed Memorandum of Agreement with DHEC and SHPO
- Appendix L-Threatened and Endangered Species Assessment with May 21, 2009 Addendum
- Appendix M-Intentionally Omitted
- Appendix N-Letter of Receipt from the Corps



**22. Amending or Canceling the Agreement**

Subject to the provisions of section 6-31-100 of the South Carolina Code, this *Agreement* may be amended or canceled in whole or in part only by mutual written consent of the *Parties* or their successors in interest and, in the case of the *Property Owner*, its successors in legal title. Any amendment to this *Agreement* shall comply with the provisions of section 6-31-100. If an amendment affects less than all the persons and entities comprising the *Property Owner*, then only the *County* and those affected persons or entities who are *Property Owners* need to sign such written amendment for it to be effective. Any provision of this *Agreement* requiring consent or approval of one of the *Parties* shall not require amendment of this *Agreement*, unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. Pursuant to section 6-31-60(B) of the South Carolina Code, a major modification of this *Agreement* shall occur only after public notice and a public hearing by the *County*.

**23. Modifying or Suspending the Agreement**

Pursuant to section 6-31-130 of the South Carolina Code, in the event state or federal laws or regulations, including state or federal laws or regulations enacted after the *Effective Date*, prevent or preclude compliance with one or more provisions of this *Agreement*, the pertinent provisions of this *Agreement* shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

**24. Periodic Review**

Pursuant to sections 6-31-40 and 6-31-90(a) of the South Carolina Code, the *County's Planning Director* shall review the *Project* and this *Agreement* every twelve months to determine the *Property Owner's* good faith compliance with the terms of this *Agreement*. If, as a result of its periodic review, the *County* finds and determines that the *Property Owner* has committed a material breach of the terms or conditions of this *Agreement*, the *County* shall serve notice in writing upon the *Property Owner* setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the *Property Owner* a reasonable time in which to cure the material breach. If the *Property Owner* fails to cure any material breach within the time given, then the *County* unilaterally may terminate or modify this *Agreement*; provided, that the *County* has first given the *Property Owner* the opportunity: (1) to rebut the *County's* finding and determination; or (2) to consent to amend this *Agreement* to meet the concerns of the *County* with respect to the findings and determinations.

**25. Severability**

Subject to the provisions of section 6-31-150 of the South Carolina Code, if any word, phrase, sentence, paragraph or provision of this *Agreement* shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

**26. Merger**

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

**27. Contingencies**

This *Agreement* and the *Plan* are contingent upon (1) their execution and approval in this form by the *Parties*; and (2) the *County's* zoning of the *Real Property* as a planned development district (with this Appendix A to this *Agreement* constituting the development plan).

**28. Cooperation**

The *Parties* hereto agree to cooperate with each other to effectuate the provisions of this *Agreement* and to act reasonably and expeditiously in all performances required under the *Agreement*. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this *Agreement*, the *Parties* hereby agree to cooperate in defending such action. Such cooperation does not require, in the event of such challenge, that a party to this *Agreement* shall pay for the expense of litigation for any other party.

**29. Governing Law**

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

**30. Remedies/Non-Binding Arbitration**

A. Remedies: If there is a material breach of this *Agreement*, the non-breaching party may pursue all available legal and equitable remedies. Each party recognizes that the other party may suffer irreparable harm from a material breach of this *Agreement* and that no adequate remedy at law may exist to enforce this *Agreement*. Consequently, the *Parties* agree that any non-breaching party who seeks enforcement of the *Agreement* may seek the equitable remedies of injunction and specific performance. The *County* will look solely to the *Property Owner* as to any rights it may have against the *Property Owner* under this *Agreement*, and hereby waives any right to assert claims against members, officers, managers, employees, agents, and contractors of the *Property Owner*, and further agrees that no member, officer, manager, employee, agent, and contractor of the *Property Owner* has any personal, joint, or several liability under this *Agreement*. Likewise, the *Property Owner* agrees to look solely to the *County's* assets as to any rights it may have against the *County* under this *Agreement*, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the *County*, its *County Council* members, officers, agencies, boards, or commissions.

B. Non-Binding Arbitration: If there is a dispute between the *County* and the *Property Owner* concerning the terms, meaning, interpretation, rights or obligations under this *Agreement*, the *Parties* agree to submit such issue(s) to prompt non-binding arbitration before invoking legal proceedings. This non-binding arbitration shall be initiated by one party's notifying the other in

writing of the dispute and that party's request for non-binding arbitration as described herein. Each side shall within five (5) days of receipt of such notice pick an arbitrator and these two (2) arbitrators shall pick the third. The *Parties* shall then promptly convene a conference with the arbitration panel and present their positions. In this conference, the rules of evidence and other legal formalities shall not apply; positions may be stated and need not be presented through testimony, exhibits, or evidence. The majority of the arbitrators shall promptly render their decision. Upon the rendering of the arbitration panel's decision, either side may then immediately pursue proceedings for legal or equitable remedies. The *Parties* shall each bear the cost of its appointed arbitrator and equally share the cost of the third arbitrator and any separate expenses associated with the arbitration conference.

**31. Recording**

Within fourteen (14) days after execution of this *Agreement*, the *Property Owner* shall record the *Agreement* with the Charleston County Register of Mesne Conveyances against the *Real Property* described in Paragraph 4 of this *Agreement*. The provisions contained herein shall be deemed to run with the land. The burdens of this *Agreement* are binding upon, and the benefits of this *Agreement* shall inure to, all successors in interest, successors in title, and assigns of the *Parties* to this *Agreement*.

**32. Third Parties**

Notwithstanding any provision herein to the contrary, this *Agreement* shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities that are not *Parties* or successors or assigns to this *Agreement* under Paragraph 33 of this *Agreement*.

**33. Successors and Assigns**

A. Binding Effect: This *Agreement* shall be binding on the personal representatives, successors in interest, successors in title, and assigns of the *Property Owner* in the ownership or *Development* of any portion of the *Real Property* or the *Project*. A purchaser or other successor in title of any portion of the *Real Property* shall be responsible for performance of the *Property Owner's* obligations hereunder as to the portion of the *Real Property* so transferred and shall have the rights afforded to the *Property Owner* hereunder with respect to the portion of the *Real Property* conveyed. The *Property Owner* shall be released from obligations under this *Agreement* upon the sale of *Tracts, Lots* or *Development Parcels* as to the property conveyed, and the purchaser shall become the responsible party with regard to this *Agreement* as to the *Tract, Lot* or *Development Parcel* so conveyed. This *Agreement* shall also be binding on the *County* and all future *County Councils* for the duration of this *Agreement*, even if the *County Council* members change.

B. Transfer of Real Property: The *Property Owner* shall be entitled to transfer any portion or all of the *Real Property* to a purchaser(s) and assign its rights and obligations under this *Agreement*. If the *Property Owner* transfers to an unrelated third party a *Lot* or *Development Parcel* within the *Real Property* on which the *Property Owner* is required to provide and/or construct certain *Facilities*, then the *Property Owner* shall be required to obtain a written

*Agreement* from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the *Lot* or *Development Parcel* conveyed and the *Property Owner* shall provide a copy of such *Agreement* to the *County*. Notwithstanding anything to the contrary contained herein, the exceptions and restrictions to transfer contained in this Paragraph shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the *Real Property* or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the *Real Property* as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the *Real Property* to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this *Agreement* as the successor in title to the *Property Owner* in accordance with this *Agreement*.

C. Release of *Property Owner*: In the event of the sale or other conveyance of all or a portion of the *Real Property* and compliance with the conditions set forth herein, the *Property Owner* shall be released from any further obligations with respect to this *Agreement* as to the portion of the *Real Property* so transferred, and the transferee shall be considered as substituted as the *Property Owner* under the *Agreement* as to the portion of the *Real Property* so transferred.

D. Estoppel Certificate: Upon request in writing from the *Property Owner* (or its successors or assigns) to the *County*, sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the *County* will provide a certificate in recordable form that, solely with respect to the portion of the *Real Property* described in the request, there are no violations or breaches of this *Agreement*, except as otherwise described in the certificate. The *County* will respond to such a request and may employ such professional consultants, municipal, *County* and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the party making the request.

### **34. General Terms and Conditions**

A. No Waiver: Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this *Agreement* is amended by vote of *County Council* taken with the same formality as the vote approving this *Agreement*, no officer, official or agent of the *County* has the power to amend, modify or alter this *Agreement* or waive any of its conditions as to bind the *County* by making any promise or representation not contained herein. Any amendments are subject to Paragraph 22 of this *Agreement*.

B. Entire Agreement: This *Agreement* constitutes the entire *Agreement* between the *Parties* and supersedes all prior *Agreements*, whether oral or written, covering the same subject matter. This *Agreement* may not be modified or amended except in writing mutually agreed to and accepted by both *Parties* to this *Agreement*.

C. Intentionally Omitted.

D. Notices: All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

1. Notice to the *Property Owner*:

c/o  
Kiawah River Investment, LLC  
Attention: John Darby  
Post Office Box 242  
Charleston, South Carolina 29402

With Copy to:

G. Trenholm Walker  
Walker Gressette Freeman & Linton, LLC  
Post Office Drawer 22167  
Charleston, South Carolina 29413-2167

2. Notice to the *County*:

County of Charleston  
Attention: Planning Director  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive, Suite A-314  
Charleston, SC 29405-7464

With Copy to:

County of Charleston  
Attention: County Attorney  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive, Suite B-314  
Charleston, SC 29405-7464

The address for any party or person may be changed by proper notice to the other parties or persons involved.

E. Execution of Agreement: This *Agreement* may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other *Party* within seven (7) days of receipt of said facsimile copy.

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**COUNTY OF CHARLESTON**

By: \_\_\_\_\_  
A. Victor Rawl  
Chairman, County Council

Attest: \_\_\_\_\_  
Kristen Salisbury  
Clerk to Council

**KIAWAH RIVER  
INVESTMENT, LLC**

By: Beach O’Hear Pointe, LLC  
Its: Managing Member

By: The Beach Company  
Its: Manager

By: \_\_\_\_\_  
John C.L. Darby  
Its: President and CEO

By: \_\_\_\_\_  
.  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

THE FOREGOING INSTRUMENT was acknowledged before me by CHARLESTON COUNTY, SOUTH CAROLINA, by A. Victor Rawl, its Council Chairman, and Kristen Salisbury, its Clerk of Council, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RIVER INVESTMENT, LLC, by Beach O’Hear Pointe, LLC, its Managing Member, by The Beach Company, its Manager, by John C.L. Darby, its President and Chief Executive Officer, and \_\_\_\_\_, its \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## Definitions

The “*Act*” means the South Carolina Local Government Development Agreement Act, codified at sections 6-31-10 to -160 of the South Carolina Code.

“*Accessory Dwelling Unit*” means a dwelling unit, with no more than 800 square feet of gross floor area, that has been added to, onto, or created within, a single family house. This definition includes garage apartments. An *Accessory Dwelling Unit* may be detached from a single family house provided it complies with the conditions applicable to *Accessory Dwelling Units* in Appendix B to the *Agreement*.

“*Accessory Use*” means a use customarily incidental and subordinate to the principal use of a *Lot* or of a structure, or as allowed by the *ARB* in accordance with Article 6.5 of Appendix D, which is a red-line of the *ZLDR*. An *Accessory Use* is located on the same *Lot* as the principal use, except (i) in cases of off-street parking, temporary real estate sales office, and temporary construction facilities, and (ii) in cases of *Hotels* or *Inns* where *Accessory Uses* may be located on other *Lots*.

“*Active Recreation Area*” means any park, recreational facility, or recreational area which is not dependent upon a specific environmental or natural resource and which is developed with recreation and support facilities. An *Active Recreation Area* includes, but is not limited to, playgrounds, *Golf Courses*, bicycle trails, baseball or softball fields, football or soccer fields, basketball courts, swimming pools, clubhouses, water-dependent uses, equestrian facilities, pickle courts, racquetball courts, and tennis courts. *Active Recreation Areas* shall constitute open space.

“*Affordable Housing*” means, in the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty-eight percent (28%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Community Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent (30%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.

“*Agreement*” means this Development Agreement, including the recitals and exhibits attached hereto. The *Agreement* shall also include the *Plan*.

“*ARB*” is the Kiawah River Architectural Review Board that is currently functional under the auspices of the *Property Owner* and/or as it may later function under applicable *Covenants*. The *ARB* may promulgate, modify, and enforce development guidelines, such as architectural and landscaping guidelines, assigned to it under the *Agreement* or the *Plan* with respect to any portion of the *Real Property*.

“*Association*” means one or more non-profit association(s) or corporation(s), which will be formally constituted and made up of the property owners and/or residents of the *Real Property*,



or a particular portion or portions thereof. An *Association* may take responsibility for costs and maintenance of *Common Areas* on or affecting any portion of the *Real Property* subject to such *Association's* jurisdiction, as delineated in any applicable *Covenants*.

“*Bed and Breakfast*” means a lodging-type building or group of buildings on one *Lot* offering two (2) to twelve (12) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Bed and Breakfast* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Bed and Breakfast* shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Building Coverage*” means the area of a *Lot* covered by principal or accessory buildings or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two feet (2') of a roof overhang. This definition shall not include pools, pool decks, or pervious drives.

“*Building Development Standards*” means any applicable dimensional standards for *Lots*, *Development Parcels*, buildings, and structures, including but not limited to any minimum standards for *Lot* area, *Lot* width, *Setbacks*, and yard requirements and any maximum standards for *Building Height* and *Building Coverage* on *Lots* or *Development Parcels*.

“*Building Height*” means elevation from *Ground Floor Level* as measured in feet. *Building Height* does not include those items specifically excluded from consideration of *Building Height* in the *Plan*.

“*Common Areas*” means “Common Areas,” as defined under any *Covenants* encumbering all or portions of the *Real Property*, i.e., all real and personal properties which now or hereafter are deeded or leased to, or are the subject of a use agreement or easement with, an *Association* and wherein the property therein described is specifically denominated to be part of the *Common Areas*. The *Common Areas* may include but shall not be limited to open space; maintenance and drainage areas; *Facilities*; easements; alleys; *Thoroughfares*; parking lots; *Community Ways*; street lighting; signs; lagoons; ponds; wetlands; rights-of-way; and the area between any property line of an owner and the mean high water mark of any adjoining river tidal creek, marsh, or other water body. The designation of any land and/or improvements as a Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

“*Community Way*” means a walkway of any surface type (paved or unpaved), bike trail, leisure trail, or walking trail designed for pedestrian or bike traffic.

“*Comprehensive Plan*” means the Charleston County Comprehensive Plan, adopted pursuant to sections 6-29-510 to -540 of the South Carolina Code, as well as the official map of Charleston County, adopted pursuant to sections 6-7-1210 to -1280 of the South Carolina Code.

“*Corps*” means the United States Army Corps of Engineers.

“*County*” means Charleston County, a political subdivision of the State of South Carolina.

“*County Council*” means the County Council of Charleston County, South Carolina.

“*County Ordinances*” means the Code of Ordinances of Charleston County, South Carolina.

“*Covenants*” means and refers to one or more declaration(s) of covenants, conditions, and restrictions encumbering all or portions of the *Real Property* that have been or will be recorded by the *Property Owner*.

“*Development*” means the planning for or carry out of a building activity, demolition, reclamation of on-site materials, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels, and is intended by the *Parties* to include all further uses of, activities upon, or changes to the *Real Property* as are authorized by the *Agreement*. “*Development*,” as designated in a land or *Development Permit*, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “*Development*” refers to the planning for or the act of developing or to the result of *Development*. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not *Development*. Reference to particular operations is not intended to limit the generality of this term.

“*Development Parcel*” means any parcel of land on which *Development* may occur, including platted *Lots* and unplatted parcels, but excluding public or private street rights-of-way.

“*Development Permit*” includes a building permit, zoning permit, construction permit, subdivision or plat approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of *Local Government* having the effect of permitting or approving the *Development* or use of real property.

“*DHEC*” means the Department of Health and Environmental Control, as established pursuant to section 44-1-20 of the South Carolina Code.

“*Diameter Breast Height*” or “*DBH*” means the total diameter, in inches, of a tree trunk or trunks measured at a point four and one half feet above existing grade (at the base of the tree). In measuring *DBH*, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14.

“*District*” means the Kiawah River Planned Development District, as established in the *Plan*.

“*Dock*” or “*Pier*” means a structure built over and/or floating on water used to provide access to water and/or for the mooring of boats or other watercraft. A *Dock* or *Pier* may contain commercial uses as permitted by *DHEC* and shall constitute a water-dependent use.

“*DOT*” means the South Carolina Department of Transportation, as established in section 57-1-20 of the South Carolina Code.

“*Dwelling Unit*” means one or more rooms, designed, occupied or intended for permanent occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities contained therein. The term “*Dwelling Unit*” does not include *Guest Rooms, Villas*, or accessory buildings or structures (including but not limited to *Accessory Dwelling Units*).

“*Facilities*” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, electrical service, cable television, high speed internet access, and telephone service.

“*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*.

“*Grand Tree*” means any live, healthy tree with a *DBH* of 24 inches or greater, with the exception of pine tree, laurel oak, water oak, and sweet gum tree species.

“*Gross Leasable Area*” or “*GLA*” means floor area devoted to a use designated as such in the table of uses set forth in the *Plan*. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in the *Plan*. *GLA* does not include a community amenity center, such as a fitness club/aquatic center. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*.

“*Ground Floor Level*” means *Natural Ground* or the lowest floor elevation for structures as set forth in the County’s flood management ordinance, as amended, whichever is higher; provided, however, that *Ground Floor Level* shall not exceed 14 feet above *Natural Ground*. This definition shall not be construed to prevent an owner from constructing his first finished floor higher than *Ground Floor Level*; provided, however, *Building Height* shall be measured from *Ground Floor Level*.

“*Guest Room*” means a room or suite designed for temporary occupancy by one (1) or more people in a single unit on a daily, weekly, monthly, or seasonal basis. A *Guest Room* may be individually owned or owned as a “time-share” unit without respect to other *Guest Rooms*. A *Guest Room* may be located within a *Hotel, Inn, Villa, or Bed and Breakfast*. A *Guest Room* shall contribute to the *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Hotel*” means a lodging-type building or group of buildings offering twenty-five (25) or more *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. The *Property Owner* shall have the vested right to develop up to two (2) *Hotels* on the Real Property. The amount of *Guest Rooms* permitted in a *Hotel* shall be limited only by the total *Guest Room* entitlement densities in the *Agreement*. A *Hotel* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Hotel* shall contribute to *Hotel* and *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Housing for the Workforce*” means all *Affordable Housing* and all dwelling units designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, and/or persons employed within a ten (10) mile radius of the *Real Property*.

“*Inn*” means a lodging-type building or group of buildings offering thirteen (13) to twenty-four (24) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. An *Inn* may be owner-occupied and/or staff-occupied.

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

“*Laws*” means all ordinances, resolutions, regulations, comprehensive plans, *Land Development Regulations*, policies and rules, custom and usage (formal or informal) adopted by a *Local Government* affecting the *Development* of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in section 6-31-140(A) of the South Carolina Code.

“*Local Government*” means any county, municipality, special district, or governmental entity of the state, county, municipality or region established pursuant to law which exercises regulatory control over, and grants *Development Permits* for land *Development* or which provides public *Facilities*. The *County* is a *Local Government*.

“*Lot*” means *Development Parcel* identified in a *Subdivision Plat* recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina.

“*Lot Line, Front*” means the lot line separating a *Lot* from the *Thoroughfare* that is used as the primary access point to the *Lot*. In cases where a *Lot* abuts open space, including Passive Recreation Areas, on one side, and a *Thoroughfare* that is used as the primary access on the opposite side, the Property Owner may designate the lot line abutting the open space as the *Front Lot Line* and the opposite lot line (abutting the *Thoroughfare*) as the Rear Lot Line. In cases where a *Lot* abuts more than one *Thoroughfare*, the Property Owner may designate the Front Lot Line pursuant to Section 6.1.c herein

“*Mixed Use*” means a use, structure, or parcel containing both residential and non-residential elements.

“*Natural Ground*” means average elevation of a *Lot* or *Development Parcel* prior to *Development* activity.

“*OCRM*” means DHEC’s Office of Ocean and Coastal Resource Management.

“*OCRM Critical Line*” means the critical area line defined by *OCRM*.

“*Parties*” are the *Property Owner* and the *County*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, *Parties* shall mean and refer to the *County* and that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. If portions of the *Agreement* apply to one or more, but not all, of the entities or persons comprising the *Property Owner*, those particular parties may be separately referred to herein.

“*Passive Recreation Area*” means areas in and located due to the presence of a particular natural or environmental setting and that may include conservation lands or waters providing for both active and passive types of resource-based outdoor recreation activities that are less formalized or program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition such as boating, fishing, camping, nature trails and nature study. A farm or other agricultural use shall be considered a *Passive Recreation Area*. *Passive Recreation Areas* shall constitute open space.

“*Pervious Cover*” means water bodies, as well as land that permits the absorption of storm water into the ground. *Pervious Cover* may include, but is not limited to *Community Ways*, streets, roads, alleys, parking lots and driveways which are pervious to storm water.

“*Plan*” means the Kiawah River Planned Development District Plan. The *Plan* is attached to the *Agreement* and incorporated therein by reference. The *Plan* shall constitute a vested right of the *Property Owner* during the term of the *Agreement* (including any extensions or renewals thereof).

“*Planning Commission*” means the Charleston County Planning Commission as established under Article 2.2 of the *ZLDR*.

“*Planning Director*” means the Director of the Planning Department of Charleston County or the authorized designee or representative of the Director.

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

“*Property Owner*” means Kiawah River Investment, LLC,; together with all subsidiaries thereof and other entities, which may have a legal interest on the date of execution hereof in any of the *Real Property* described in Paragraph 4 of the *Agreement* and includes their successors in interest, successors in title (as to any portion of the *Real Property*), and/or assigns by virtue of assignment or other instrument compliant with the *Agreement*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, “*Property Owner*” shall mean and refer to that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. The *Property Owner* warrants that there are no other legal or equitable owners of the *Real Property* on the *Effective Date*.

“*Protected Trees*” means any tree on a parcel with a diameter breast height of eight inches or greater prior to development and all tree within required buffers or required landscape areas. Limited removal is allowed only when specified by the provisions of this Ordinance.

“*PSC*” means the Public Service Commission, as established pursuant to section 58-3-10 of the South Carolina Code, as amended.

“*Real Property*” is the *Real Property* referred to in Paragraph 4 of the *Agreement* and includes any improvements or structures customarily regarded as part of real property.

“*Retirement Housing*” means the use of a site for housing that qualifies under The Housing for Older Persons Act (HOPA) for the senior housing exemption from the anti-discrimination provisions related to familial status of Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act).

“*Retirement Housing Unit*” means a single housing unit intended for occupancy on a site that is designated as *Retirement Housing* that may be housing comprised of single family detached, single family attached, duplex, or multifamily units or any combination of these.

“*Setback*” means any required minimum distance from a *Lot* line or street right-of-way that establishes an area within which a structure shall not be erected. Any *Laws* applicable to *Setbacks* and exceptions to *Setbacks* are set forth in the *Plan*, which shall control in lieu of *Laws* applicable to *Setbacks* and exceptions to *Setbacks* in the *ZLDR* or other *Laws*.

“*Subdivision Plat*” means a recorded graphic description of property prepared and approved in compliance with the *ZLDR*, as modified by this *Agreement*.

“*Thoroughfare*” means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open spaces, consisting of vehicular lanes and their adjacent rights-of-way.

“*Tract*” means and refers to composite parcels of the *Real Property* that have yet to be subdivided.

“*Villa*” means a lodging-style building offering one or more bedrooms and other areas (such as cooking and sanitary facilities) operating as a single unit, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Villa* may be owned and temporarily occupied by an individual or entity without respect to ownership of other *Villas*. A *Villa* shall constitute one (1) *Guest Room* and shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Zoning and Land Development Regulations*” or “*ZLDR*” means and refers to the Zoning and Land Development Regulations of Charleston County, South Carolina.

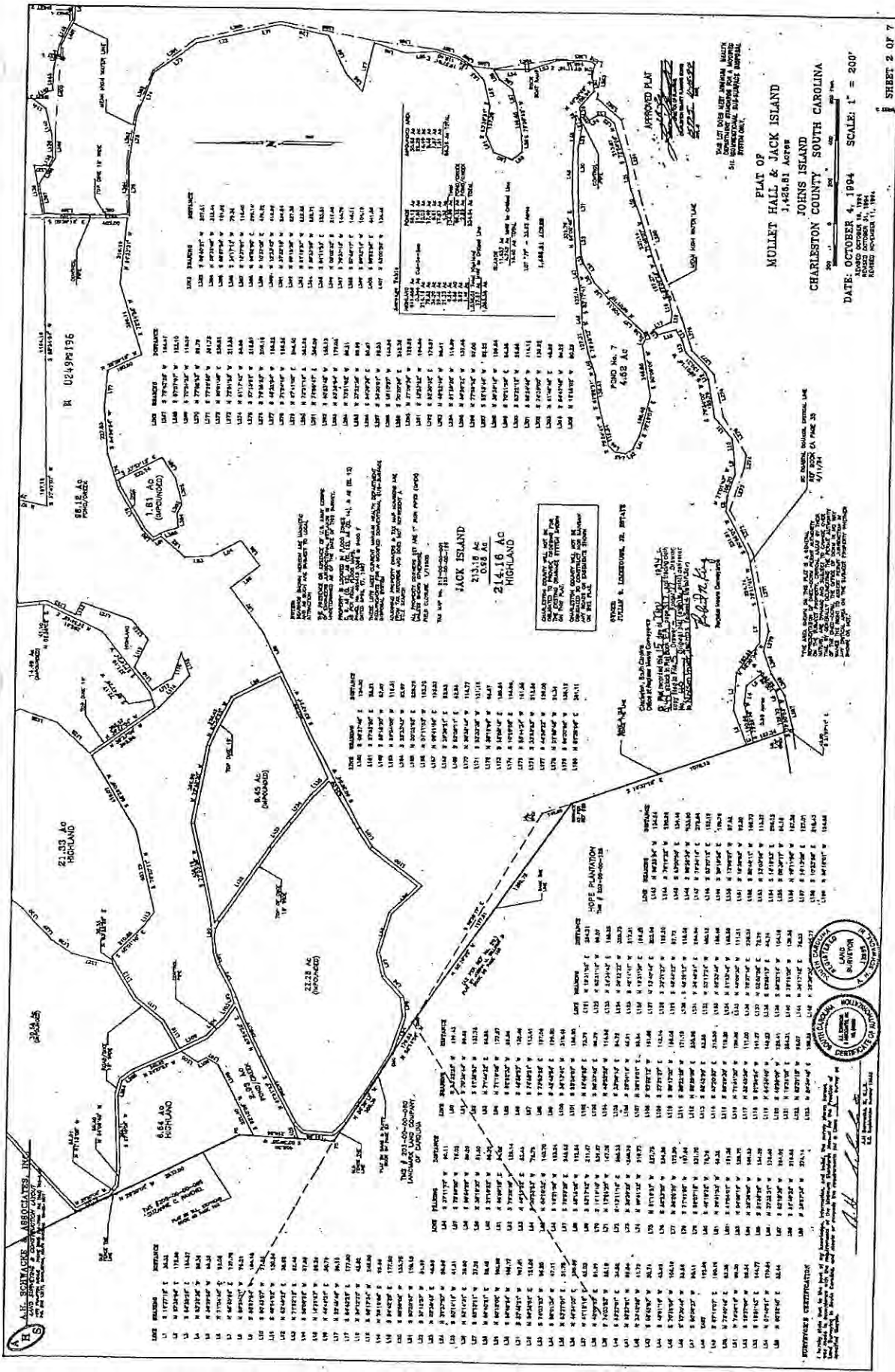
### **Legal Description**

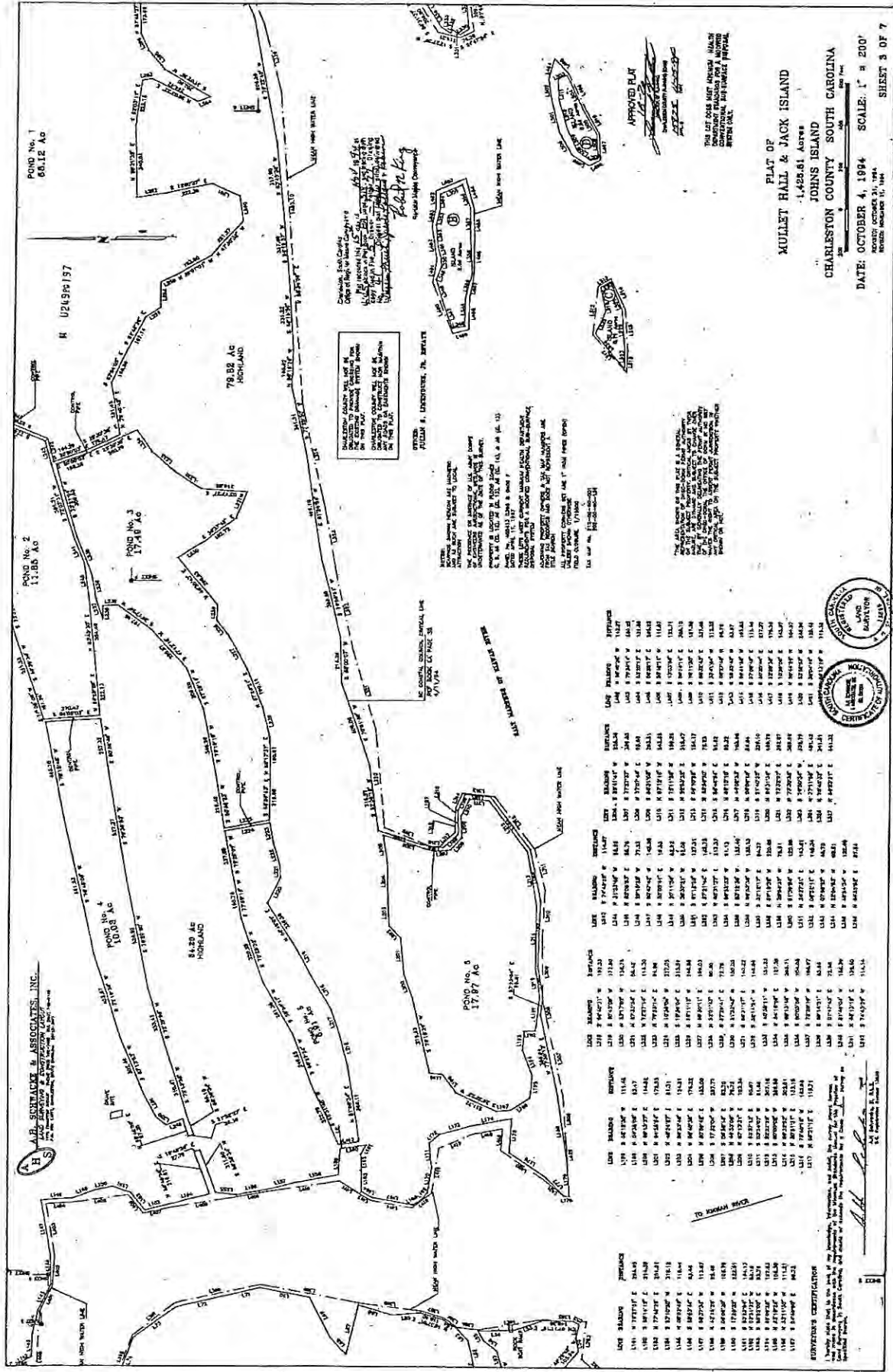
All that certain piece, parcel or tract of land, together with all buildings and improvements presently located thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, known generally as "Mullet Hall Plantation," containing 1083.197 acres of highland (including certain small islands), 235.94 acres of ponds and creeks, 86.36 acres of impounds, and 22.313 acres between mean high water and the DHEC-OCRM Critical Line, more or less, shown on a plat by A.H. Schwacke, & Associates entitled "PLAT OF MULLET HALL & JACK ISLAND 1426.81 ACRES JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA," dated October 4, 1994, last revised on November 11, 1994, and recorded in Plat Book EA, at Pages 316 through 322, in the RMC Office for Charleston County, South Carolina, (the "Plat"), said property having such location, butts and bounds, metes, courses and distances as will by reference to the Plat more fully appear.

Being a portion of TMS # 212-00-00-001.









PLAT OF  
**MULLET HALL & JACK ISLAND**  
 1,428.81 Acres  
**JOHNS ISLAND**  
 CHARLESTON COUNTY SOUTH CAROLINA

DATE: OCTOBER 4, 1994  
 SCALE: 1" = 200'  
 SHEET 3 OF 7

LOT	ACREAGE	LOT	ACREAGE	LOT	ACREAGE	LOT	ACREAGE
1001	0.10	1002	0.10	1003	0.10	1004	0.10
1005	0.10	1006	0.10	1007	0.10	1008	0.10
1009	0.10	1010	0.10	1011	0.10	1012	0.10
1013	0.10	1014	0.10	1015	0.10	1016	0.10
1017	0.10	1018	0.10	1019	0.10	1020	0.10
1021	0.10	1022	0.10	1023	0.10	1024	0.10
1025	0.10	1026	0.10	1027	0.10	1028	0.10
1029	0.10	1030	0.10	1031	0.10	1032	0.10
1033	0.10	1034	0.10	1035	0.10	1036	0.10
1037	0.10	1038	0.10	1039	0.10	1040	0.10
1041	0.10	1042	0.10	1043	0.10	1044	0.10
1045	0.10	1046	0.10	1047	0.10	1048	0.10
1049	0.10	1050	0.10	1051	0.10	1052	0.10
1053	0.10	1054	0.10	1055	0.10	1056	0.10
1057	0.10	1058	0.10	1059	0.10	1060	0.10
1061	0.10	1062	0.10	1063	0.10	1064	0.10
1065	0.10	1066	0.10	1067	0.10	1068	0.10
1069	0.10	1070	0.10	1071	0.10	1072	0.10
1073	0.10	1074	0.10	1075	0.10	1076	0.10
1077	0.10	1078	0.10	1079	0.10	1080	0.10
1081	0.10	1082	0.10	1083	0.10	1084	0.10
1085	0.10	1086	0.10	1087	0.10	1088	0.10
1089	0.10	1090	0.10	1091	0.10	1092	0.10
1093	0.10	1094	0.10	1095	0.10	1096	0.10
1097	0.10	1098	0.10	1099	0.10	1100	0.10
1101	0.10	1102	0.10	1103	0.10	1104	0.10
1105	0.10	1106	0.10	1107	0.10	1108	0.10
1109	0.10	1110	0.10	1111	0.10	1112	0.10
1113	0.10	1114	0.10	1115	0.10	1116	0.10
1117	0.10	1118	0.10	1119	0.10	1120	0.10
1121	0.10	1122	0.10	1123	0.10	1124	0.10
1125	0.10	1126	0.10	1127	0.10	1128	0.10
1129	0.10	1130	0.10	1131	0.10	1132	0.10
1133	0.10	1134	0.10	1135	0.10	1136	0.10
1137	0.10	1138	0.10	1139	0.10	1140	0.10
1141	0.10	1142	0.10	1143	0.10	1144	0.10
1145	0.10	1146	0.10	1147	0.10	1148	0.10
1149	0.10	1150	0.10	1151	0.10	1152	0.10
1153	0.10	1154	0.10	1155	0.10	1156	0.10
1157	0.10	1158	0.10	1159	0.10	1160	0.10
1161	0.10	1162	0.10	1163	0.10	1164	0.10
1165	0.10	1166	0.10	1167	0.10	1168	0.10
1169	0.10	1170	0.10	1171	0.10	1172	0.10
1173	0.10	1174	0.10	1175	0.10	1176	0.10
1177	0.10	1178	0.10	1179	0.10	1180	0.10
1181	0.10	1182	0.10	1183	0.10	1184	0.10
1185	0.10	1186	0.10	1187	0.10	1188	0.10
1189	0.10	1190	0.10	1191	0.10	1192	0.10
1193	0.10	1194	0.10	1195	0.10	1196	0.10
1197	0.10	1198	0.10	1199	0.10	1200	0.10

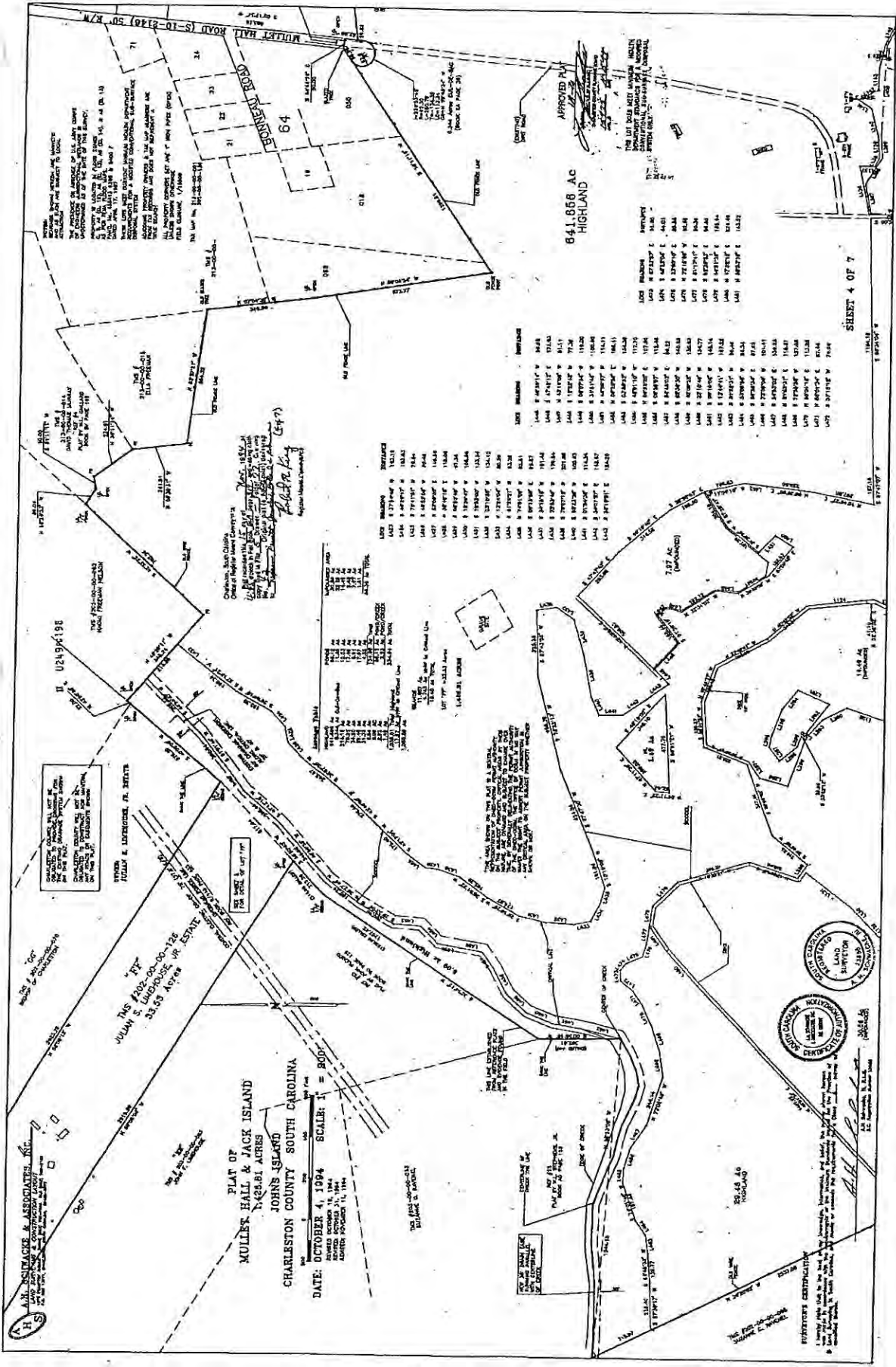


**SURVEYOR'S CERTIFICATION**  
 I, James Schwacke, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of South Carolina. I am a member of the South Carolina Surveyors Association.

**NOTICE TO THE PUBLIC**  
 THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA. I AM A MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION.

**NOTICE TO THE PUBLIC**  
 THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA. I AM A MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION.

**NOTICE TO THE PUBLIC**  
 THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA. I AM A MEMBER OF THE SOUTH CAROLINA SURVEYORS ASSOCIATION.



841.858 AC HIGHLAND

LOT NUMBER	ACRES	PERCENT
148	0.000000	0.000000
147	0.000000	0.000000
146	0.000000	0.000000
145	0.000000	0.000000
144	0.000000	0.000000
143	0.000000	0.000000
142	0.000000	0.000000
141	0.000000	0.000000
140	0.000000	0.000000
139	0.000000	0.000000
138	0.000000	0.000000
137	0.000000	0.000000
136	0.000000	0.000000
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134	0.000000	0.000000
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6	0.000000	0.000000
5	0.000000	0.000000
4	0.000000	0.000000
3	0.000000	0.000000
2	0.000000	0.000000
1	0.000000	0.000000

SHEET 4 OF 7

H. A. H. SHIMMACK & ASSOCIATES, INC.  
 1000 W. BROADWAY, SUITE 1000  
 CHARLESTON, SOUTH CAROLINA 29401  
 PHONE: 781-777-7777  
 FAX: 781-777-7778

PLAT OF  
 MULLER HALL & JACK ISLAND  
 26.68 ACRES  
 JOHNS ISLAND  
 CHARLESTON COUNTY SOUTH CAROLINA  
 DATE: OCTOBER 4, 1994  
 SCALE: 1" = 300'  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]



CONVEYANCE OF ALL INTERESTS IN THE LANDS SHOWN HEREON TO THE CHARLESTON COUNTY LAND DEPARTMENT FOR THE STATE OF SOUTH CAROLINA.

THE 26.68 ACRES OF LAND SHOWN HEREON ARE THE PROPERTY OF JOHN S. LUNDGREN, JR. 33.55 ACRES

ALL RIGHTS RESERVED BY THE SURVEYOR.  
 THIS SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF SOUTH CAROLINA.

THE LAND SHOWN ON THIS PLAT IS THE PROPERTY OF JOHN S. LUNDGREN, JR. AND IS BEING CONVEYED TO THE CHARLESTON COUNTY LAND DEPARTMENT FOR THE STATE OF SOUTH CAROLINA.

APPROVED BY: [Signature]  
 H. A. H. SHIMMACK & ASSOCIATES, INC.

THE SURVEYOR'S CERTIFICATE:  
 I, H. A. H. SHIMMACK, REGISTERED PROFESSIONAL SURVEYOR, STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF SOUTH CAROLINA.

PLAT OF  
 MULLET HALL & JACK ISLAND  
 1,488.81 ACRES  
 JOHNS ISLAND  
 CHARLESTON COUNTY SOUTH CAROLINA  
 DATE: OCTOBER 4, 1984  
 SCALE: 1" = 200'



RECORDING INFORMATION  
 THIS PLAT IS SUBJECT TO THE PUBLIC TRUSTS ACT OF 1962 AND THE PUBLIC TRUSTS ACT OF 1967 AS AMENDED BY ACT 107 OF 1978 AND ACT 107 OF 1980.  
 APPROVED FOR THE STATE OF SOUTH CAROLINA  
 JULIAN S. LINDSEY, JR. DEPUTY  
 REGISTERED PROFESSIONAL SURVEYOR

CHARLESTON COUNTY PARK AND RECREATION COMMISSION

FOR THE PURPOSE OF THE LAND COMMISSION ACT OF 1962 AND THE LAND COMMISSION ACT OF 1967 AS AMENDED BY ACT 107 OF 1978 AND ACT 107 OF 1980, THE COMMISSION HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE ACTS AND THE COMMISSION HAS APPROVED THE PLAT FOR RECORDATION.  
 APPROVED FOR THE STATE OF SOUTH CAROLINA  
 JULIAN S. LINDSEY, JR. DEPUTY  
 REGISTERED PROFESSIONAL SURVEYOR

APPROVED PLAT  
 THE LAND COMMISSION HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE ACTS AND THE COMMISSION HAS APPROVED THE PLAT FOR RECORDATION.

POND No. 1  
 86.12 AC  
 SHEET 5 OF 7

POND No. 2  
 11.85 AC

LOT NUMBER	ACRES	ACRES	ACRES
101	1.11	1.11	1.11
102	1.11	1.11	1.11
103	1.11	1.11	1.11
104	1.11	1.11	1.11
105	1.11	1.11	1.11
106	1.11	1.11	1.11
107	1.11	1.11	1.11
108	1.11	1.11	1.11
109	1.11	1.11	1.11
110	1.11	1.11	1.11
111	1.11	1.11	1.11
112	1.11	1.11	1.11
113	1.11	1.11	1.11
114	1.11	1.11	1.11
115	1.11	1.11	1.11
116	1.11	1.11	1.11
117	1.11	1.11	1.11
118	1.11	1.11	1.11
119	1.11	1.11	1.11
120	1.11	1.11	1.11
121	1.11	1.11	1.11
122	1.11	1.11	1.11
123	1.11	1.11	1.11
124	1.11	1.11	1.11
125	1.11	1.11	1.11
126	1.11	1.11	1.11
127	1.11	1.11	1.11
128	1.11	1.11	1.11
129	1.11	1.11	1.11
130	1.11	1.11	1.11
131	1.11	1.11	1.11
132	1.11	1.11	1.11
133	1.11	1.11	1.11
134	1.11	1.11	1.11
135	1.11	1.11	1.11
136	1.11	1.11	1.11
137	1.11	1.11	1.11
138	1.11	1.11	1.11
139	1.11	1.11	1.11
140	1.11	1.11	1.11
141	1.11	1.11	1.11
142	1.11	1.11	1.11
143	1.11	1.11	1.11
144	1.11	1.11	1.11
145	1.11	1.11	1.11
146	1.11	1.11	1.11
147	1.11	1.11	1.11
148	1.11	1.11	1.11
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156	1.11	1.11	1.11
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161	1.11	1.11	1.11
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195	1.11	1.11	1.11
196	1.11	1.11	1.11
197	1.11	1.11	1.11
198	1.11	1.11	1.11
199	1.11	1.11	1.11
200	1.11	1.11	1.11

H. KOTIACKI & ASSOCIATES, INC.  
 1000 W. BROADWAY, SUITE 1000  
 CHARLESTON, SOUTH CAROLINA 29401



FURTHER CERTIFICATION  
 I hereby certify that the plat is in accordance with the Act and the Commission has approved the plat for recordation.

841,656 AC  
 HIGHLAND





**KIAWAH RIVER PLANTATION ACRES FOR DEVELOPMENT AGREEMENT**

\* all are from the Schwacke survey - only recorded survey, deeds relate back to it

Highland Acres = 1,038.01 ("total highland") + 33.53 (Lot"FF") + 11.657 (Islands - above critical line)  
 = 1083.197 acres - round to 1083.20

Freshwater Wetlands = 98.12 (Pond/Creek) + 2.93 (Pond/Creek) + 86.36 (Impounded Area)  
 = 187.41 acres

<u>AG 8</u>	<u>R-4</u>	<u>Saltwater wetlands</u>
33.53	29.46	
641.656	6.54	66.12 Pond 1
6.09	21.33	11.85 Pond 2
0.344	1.49	10.03 Pond 3
34.2	214.16	17.49 Pond 4
79.82	86.36	6.91 Pond 5
2.92	2.93	17.97 Pond 6
<u>11.657</u>	<u>98.12</u>	<u>4.52</u> Pond 7
<b><u>810.217</u></b> total	<b><u>460.39</u></b> total	<b><u>134.89</u></b> Sub-total
		17.57 MHW to critical
		<u>4.743</u> MHW to critical -islands
		<b><u>22.313</u></b> total

Grand Total per Schwacke Survey:

**1427.81** \*Note: There is an addition error in the Schwacke Survey  
 It shows **1426.81** acres





EX Y263PG814

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said KIAWAH RIVER PLANTATION, L.P., its successors and assigns, forever,

AND THE SAID KIAWAH RESORT ASSOCIATES, L.P. does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the highland portion of the said premises, above the mean high water mark of abutting tidal waters, unto the said KIAWAH RIVER PLANTATION, L.P., its successors and assigns, against itself, its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof,

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 31st day of December, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.  
(SEAL)

By: D&W Investments, Inc.,  
a South Carolina corporation

(CORP. SEAL)

Its: General Partner

By: Charles S. Way, Jr.  
Charles S. Way, Jr.  
Its: President

By: Charles P. Darby, III  
Charles P. Darby, III  
Its: Vice President

Walter J. Smith  
Ann C. Bryant

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation its General Partner, by Charles S. Way, Jr., its President, and by Charles P. Darby, III, its Vice President, this 31st day of December, 1995.

Ann C. Bryant (SEAL)  
Notary Public for South Carolina  
My commission expires: 8-8-99

Property Description

All that certain piece, parcel or tract of land, together with all buildings and improvements presently located thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, known generally as "Mullet Hall Plantation", containing 1083.197 acres of highland (including certain small islands), 234.94 acres of ponds and creeks, 86.36 acres of impounds, and 22.313 acres between mean high water and the DHEC-OCRM Critical Line, more or less, shown on a plat by A.H. Schwacke, & Associates entitled "PLAT OF MULLET HALL & JACK ISLAND 1426.81 ACRES JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA", dated October 4, 1994, last revised on November 11, 1994, and recorded in Plat Book EA at pages 316 through 322, in the R.M.C. Office for Charleston County, South Carolina, (the "Plat"), said property having such location, butts and bounds, meters, courses and distances as will by reference to the Plat more fully appear.

TOGETHER WITH all right, title and interest of the Grantor in and to the marshlands, lowlands, small islands, causeways, wetlands and critical areas, and dikes adjoining and/or part of said tract, and as lie between any highland areas and the mean low water mark of the Kiawah River or its tributaries, and all such areas as lie between the DHEC - Office of Ocean and Coastal Resource Management Critical Line as shown on the Plat, and (i) the centerline of Briars Creek, (ii) the mean low water mark of the Kiawah River and (iii) the mean low water mark of Hope Creek; SAVING AND EXCEPTING therefrom, however, so much of the marshlands and small islands as lie between the easternmost boundary line of the above-described property as shown on the Plat, and the low water marks of Briars Creek and the Kiawah River.

BUTTING AND BOUNDING to the north on property now or formerly of Lorraine Glover, John F. Limehouse, the Betsy-Kerrison Parkway, Bishop of Charleston, Harold L. Glover, Naomi Freeman Nelson, David Thomas Murray, Nellie Freeman, Nancy A. Butler and Maybell Wright, Dorothy Green and Anna Lee Walker, Maybell Wright, et.al., Mullet Hall Road, and property of the Charleston County Park and Recreation Commission; to the east on property of the Charleston County Park and Recreation Commission, the centerline of Briars Creek, and lands now or formerly of William Lawton Limehouse, et.al.; to the south on the low water mark of the Kiawah River and Hope Creek; and to the west on Hope Plantation and property now or formerly of "Kiawah Real Estate Company, Inc.", and Suzanne C. Ravenel.

TOGETHER WITH a non-exclusive perpetual, transferable, appendant and appurtenant commercial easement for the purpose of providing access to Grantee, its successors and assigns and duly authorized agents, for repairs and maintenance from time to time, of the dike located at the eastern end of "Pond No. 1" as shown on the Plat, which said easement is more particularly set forth in that certain Easement Agreement (Access for Dike Repair and Maintenance) dated June 7, 1994, and recorded in Book Z243, page 392, in the R.M.C. Office.

EX Y26376816

It is the intention of the Grantor to convey to the Grantee, all of its undivided seven-eighths (7/8ths) interest of, in and to the real property and any interests in real property conveyed to Grantor by deed of conveyance of William Lawton Limehouse, a/k/a W.L. Limehouse, Linda Anne L. McMurphy, a/k/a Ann Limehouse Macmurphy, Anne Limehouse Macmurphy and Linda L. McMurphy, n/k/a Anne Limehouse Macmurphy Griffin; Ann Limehouse Macmurphy, a/k/a Anne Limehouse Macmurphy, n/k/a Anne Limehouse Macmurphy Griffin, as Trustee for Michael Linar Limehouse under the Last Will and Testament of Linar H. Limehouse, a/k/a Horace Linar Limehouse, deceased, Mary Ruth L. Schneider, Peggy Jo L. Gray, a/k/a Peggy Joe L. Gray, a/k/a Peggy Jo Gray and Peggy K. Limehouse, dated the 15th day of November, 1994, and recorded in Book U249, page 207, in the R.M.C. Office.

This conveyance is made subject to the following:

1. Charleston County, S.C. ad valorem taxes for 1995, now due and payable, and ad valorem taxes for all subsequent years.
2. Roll Back taxes as provided under Title 12, South Carolina Code, as amended, including Section 12-43-220 and others.
3. Easement Agreement (Dock) executed by and between the Charleston County Park and Recreation Commission and W.L. Limehouse and Julian Limehouse, III, as Co-Personal Representatives of the Estate of Julian S. Limehouse, Jr., William Lawton Limehouse, Peggy K. Limehouse, Linda Anne L. McMurphy, a/k/a Anne Limehouse MacMurphy, Mary Ruth L. Schneider, J. Sidi Limehouse, III, a/k/a Julian S. Limehouse, III, Peggy Jo Gray, and Anne Limehouse MacMurphy, Trustee for Michael Linar Limehouse, dated June 7, 1994, and recorded in Book Z243, page 402, in the R.M.C. Office.
4. Right-of-Way Easement Underground granted by W.L. Limehouse to Berkeley Electric Cooperative, Inc., dated February 25, 1993, and recorded July 13, 1993, in Book K229, page 594, in the R.M.C. Office.
5. Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC -Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights, if any, as the public may enjoy to the use of property lying below the mean high water mark of abutting tidal waters.
6. Notations, dedications, restrictions on use, easements and other matters shown on the Plat, and the DHEC-OCRM Critical Line as the same may vary from time to time.
7. All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal, subsequent to November 11, 1994, the last revision date of the Plat.

EX Y263PG817

This is the same property conveyed to the Grantor herein by deed of conveyance of William Lawton Limehouse, a/k/a W.L. Limehouse, Linda Anne L. McMurphy, a/k/a Ann Limehouse Macmurphy, Anne Limehouse Macmurphy and Linda L. McMurphy, n/k/a Anne Limehouse Macmurphy Griffin; Ann Limehouse Macmurphy, a/k/a Anne Limehouse Macmurphy, n/k/a Anne Limehouse Macmurphy Griffin, as Trustee for Michael Linar Limehouse under the Last Will and Testament of Linar H. Limehouse, a/k/a Horace Linar Limehouse, deceased, Mary Ruth L. Schneider, Peggy Jo L. Gray, a/k/a Peggy Joe L. Gray, a/k/a Peggy Jo Gray; and Peggy K. Limehouse, dated the 15th day of November, 1994, and recorded in Book U249, page 297, in the R.M.C. Office.

15981-23

EX Y263FG818

Nexsen Pruet Jacobs Pellard & Robinson  
POST OFFICE BOX 438  
CHARLESTON, SOUTH CAROLINA 29402

11.00

4473.30

1892.55

6376.15 B

FILED

Y263-813  
95 JAN -5 PM 2:36

CLERK OF COURT  
CHARLESTON COUNTY SC

RAC Verified  
CTRL # 16  
int 92  
1-5-96

*YAC*  
*80*

Recorded this 5 day of Jan Year 96  
On Property Record Card

*Handley*

TMS VERIFIED  
BAC *MM*  
DTD *1/7/96*



IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partners thereunto duly authorized and its seal to be hereunto affixed, this 21<sup>st</sup> day of September, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.  
(SEAL)

By: D&W Investments, Inc.,  
a South Carolina corporation (CORP. SEAL)  
Its: General Partner

A. E. Moss  
Executive of Partners

By: Lisa C. Bryant  
Lisa C. Bryant  
Its: Secretary

By: TWD Investments, LLC  
a South Carolina limited liability company  
(SEAL)

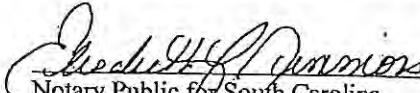
Its: General Partner

A. E. Moss  
Executive of Partners

By: Lisa C. Bryant  
Lisa C. Bryant  
Its: Authorized Agent

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by its aforesaid officer thereunto duly authorized, this 21<sup>st</sup> day of September, 2007.

 (SEAL)  
Notary Public for South Carolina  
My commission expires: 1-19-11

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by TWD Investments, LLC, a South Carolina limited liability company, its General Partner, by its Authorized Agent thereunto duly authorized, this 21<sup>st</sup> day of September, 2007.

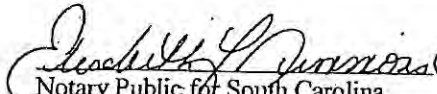
 (SEAL)  
Notary Public for South Carolina  
My commission expires: 1-19-11



EXHIBIT A

All that certain piece, parcel or tract of land, together with all buildings and improvements presently located thereon, containing 1,427.81 acres, more or less, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, known generally as "Mullet Hall Plantation", containing 1083.197 acres of highland (including certain small islands), 235.94 acres of ponds and creeks, 86.36 acres of impounds, and 22.313 acres between mean high water and the DHEC-OCRM Critical Line, more or less, as shown on a plat by A.H. Schwacke & Associates entitled "PLAT OF MULLET HALL & JACK ISLAND 1426.81 ACRES JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA", dated October 4, 1994, last revised on November 11, 1994, and recorded in Plat Book EA at Pages 316-322, in the R.M.C. Office for Charleston County, South Carolina (the "Plat"), said property having such location, butts and bounds, metes, courses and distances as will by reference to the Plat more fully appear.

TOGETHER WITH all right, title and interest of the Grantor in and to the marshlands, lowlands, small islands, causeways, wetlands and critical areas, and dikes adjoining and/or part of said tract, and as lie between and highland areas and the mean low water mark of the Kiawah River or its tributaries, and all such areas as lie between the DHEC - Office of Ocean and Coastal Resource Management Critical Line as shown on the Plat, and (i) the centerline of Briars Creek, (ii) the mean low water mark of the Kiawah River and (iii) the mean low water mark of Hope Creek; SAVING AND EXCEPTING therefrom, however, so much of the marshlands and small islands as lie between the easternmost boundary line of the above-described property as shown on the Plat, and the low water marks of Briars Creek and the Kiawah River.

TOGETHER WITH a non-exclusive, perpetual, transferable, appendant and appurtenant commercial easement for the purpose of providing access for repairs and maintenance from time to time, of the dike located at the eastern end of "Pond No. 1" as shown on the Plat, which said easement is more particularly set forth in that certain Easement Agreement (Access for Dike Repair and Maintenance) dated June 7, 1994, and recorded in Book Z243, page 392, in the R.M.C. Office.

It is the intention of the Grantor to convey to the Grantee herein all of Grantor's undivided interest in the property known generally as Mullet Hall Plantation, including but not limited to all highland, ponds, impounded areas, lagoons, creeks, islands, salt marshes, dikes, causeways, lakes, streams, critical areas, wetlands, waters and waterways and generally all property of every kind and nature whatsoever.

This is the same property conveyed to the Grantor herein by (i) deed of conveyance of William H. Goodwin, III, Molly S. Goodwin, Matthew T. Goodwin, Alice T. Goodwin as Custodian for Sarah C. Goodwin under the Virginia Uniform Transfer to Minors Act and Alice T. Goodwin as Custodian for Peter O. Goodwin under the Virginia Uniform Transfer to Minors Act dated November 6, 1995, and recorded November 9, 1995, in

Book Y261, page 539, in the R.M.C. Office for Charleston County, S.C., and (ii) deed of conveyance of William Lawton Limehouse, a/k/a W.L. Limehouse; Linda Anne L. McMurphy, a/k/a Ann Limehouse Macmurphy, Anne Limehouse Macmurphy and Linda L. McMurphy, n/k/a Anne Limehouse Macmurphy Griffin; Ann Limehouse Macmurphy, a/k/a Anne Limehouse Macmurphy, n/k/a Anne Limehouse Macmurphy Griffin, as Trustee for Michael Linar Limehouse under the Last Will and Testament of Linar H. Limehouse a/k/a/ Horace Linar Limehouse, deceased; Mary Ruth L. Schneider; Peggy Jo L. Gray, a/k/a Peggy Joe L. Gray, a/k/a Peggy Jo Gray, and Peggy K. Limehouse, Ann Limehouse Macmurphy, a/k/a Anne Limehouse Macmurphy, n/k/a Anne Limehouse Macmurphy Griffin, as Executrix of the Estates of Betty Y. Limehouse and Linar H. Limehouse (a/k/a Horace Linar Limehouse) dated the 15<sup>th</sup> day of November, 1994, and recorded in Book U249 at Page 207 in the Charleston County RMC Office.

TMS Numbers: 212-00-00-001 and 212-00-00-004

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me, the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on the back of or following this affidavit and I understand such information.
2. The property being transferred is located on Johns Island, Charleston County, South Carolina, bearing a portion of Charleston County Tax Map Number 212-00-00-001, and was transferred by Kiawah Resort Associates, L.P. to Ocean Boulevard Properties, A South Carolina Limited Partnership on \_\_\_\_\_, 2007.
3. The deed is exempt from the deed recording fee because (See Information section of affidavit): Exemption #12

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: ~~officer of a general partnership of Charxxx~~ Attorney for Grantee
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

James B. Moore Jr.  
Attorney for Grantee

Print Name: James B. Moore Jr

SWORN to before me this 11<sup>th</sup>  
day of Jan, 2007.  
Abner J. Cotter  
Notary Public for SC  
My Commission Expires: 9-10-11

(NOTARIAL SEAL)

BK V648PG236

# RECORDER'S PAGE

NOTE: This page MUST remain with the original document



**FILED**

January 15, 2008  
2:53:45 PM

BK V648PG230

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

McNair Law Firm  
Post Office Drawer 418  
Georgetown, SC 29442

Number of Pages:

7

AUDITOR STAMP HERE

RECEIVED FROM ROAD

JAN 18 2008

PEGGY A. ROSELEY  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE JAN 17 2008

DESCRIPTION	AMOUNT
Recording Fee	\$ 12.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	
<b>TOTAL</b>	<b>\$ 12.00</b>
\$ Amount (in thousands):	
DRAWER:	C - cfb

DO NOT STAMP BELOW THIS LINE



BK V648PG238

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partners thereunto duly authorized and its seal to be hereunto affixed, this 21<sup>st</sup> day of September, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

J. E. Moss  
Executive of Summers

J. E. Moss  
Executive of Summers

KIAWAH RESORT ASSOCIATES, L.P.  
(SEAL)

By: D&W Investments, Inc.,  
a South Carolina corporation (CORP. SEAL)  
Its: General Partner

By: Lisa C. Bryant  
Lisa C. Bryant  
Its: Secretary

By: TWD Investments, LLC  
a South Carolina limited liability company  
(SEAL)

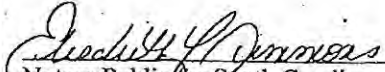
Its: General Partner

By: Lisa C. Bryant  
Lisa C. Bryant  
Its: Authorized Agent

RK V648PG239

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by its aforesaid officer thereunto duly authorized, this 21<sup>st</sup> day of September, 2007.

 (SEAL)  
Notary Public for South Carolina  
My commission expires: 1-19-11

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by TWD Investments, LLC, a South Carolina limited liability company, its General Partner, by its Authorized Agent thereunto duly authorized, this 21<sup>st</sup> day of September, 2007.

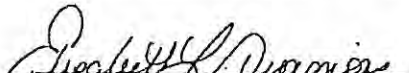
 (SEAL)  
Notary Public for South Carolina  
My commission expires: 1-19-11

EXHIBIT A

All those pieces, parcels or tracts of land situate lying and being on Johns Island, Charleston County, South Carolina, containing 1,427.81 acres, more or less, and being shown and designated on a plat by A.H. Schwacke, III, RLS, dated October 4, 1994, (revised November 11, 1994), entitled: "Plat of Mullet Hall & Jack Island Combined With Lot 'FF' 1,426.81 acres, Johns Island, Charleston County, South Carolina," which plat consists of seven sheets and is recorded at Plat Book EA at pages 316-322 in the R.M.C. Office for Charleston County, South Carolina, and including but not limited to those parcels shown on said plat as follows: "641.656 ac highland," a 0.344 acre cul-de-sac, "Jack Island, 214.16 ac highland," "79.82 ac highland," "34.20 ac highland," "29.46 ac highland," "21.33 ac highland," "6.54 ac highland," "6.09 ac highland," "2.92 ac highland," and "1.49 HL"; also impounded areas shown as "30.56 ac (impounded)," "22.28 ac (impounded)," "14.49 ac (impounded)," "9.45 ac (impounded)," "7.97 ac (impounded)," and "1.61 ac (impounded)"; and also ponds designated as "Pond No. 1, 66.12 ac," "Pond No. 2, 11.85 ac," "Pond No. 3, 17.49 ac," "Pond No. 4, 10.03 ac," "Pond No. 5, 6.91 ac," "Pond No. 6, 17.97 ac," and Pond No. 7, 4.52 ac"; and also pond/creek areas shown as "98.12 ac Pond/Creek," and "2.93 ac Pond/Creek"; and also 8 islands designated as islands "A," "B," "C," "D," "E," "F," "G," and "H", (containing 11.657 acres highland and 4.743 acres between the critical line and the mean high water mark of abutting tidal waters as shown on said plat); Lot "FF" also shown on said plat as "TMS #202-00-00-126, Julian S. Limehouse, Jr. Estate," containing 33.53 acres; and also all property between the critical line and the mean high water mark of abutting tidal waters shown on said plat as consisting of 17.57 acres. The within described property is all of the remaining portion of Mullet Hall Plantation not conveyed by deed of J. Sidi Limehouse, III a/k/a Julian S. Limehouse, III and others to Charleston County Park and Recreation Commission by deed dated June 1, 1994, and recorded June 7, 1994, in Book Y243, page 235, in said R.M.C. Office, together with Lot "FF."

Together with all of Grantor's right, title and interest (including but not limited to any contract right) of, in and to an easement of access, ingress and egress (whether presently existing or to exist), between the within conveyed property and Blackground Road and located or to be located upon, over and across that property previously conveyed by J. Sidi Limehouse, III, a/k/a Julian S. Limehouse, III and others to Charleston County Park and Recreation Commission by deed recorded in Book Y243, page 235, in said R.M.C. Office.

Together with all right, title and interest of the Grantor pursuant to instrument entitled "Easement Agreement (Access for Dike Repair and Maintenance)" dated June 7, 1994, and recorded June 7, 1994, in Book Z243, page 392, in said R.M.C. Office.



BK V648PG241

Together with all right, title and interest of Grantor in and to any and all rights and means of access to and from the within described property and any and all streets, roads, ways and easements (whether public or private) adjacent to, butting on or benefiting the within described property, including but not limited to, Mullet Hall Road.

It is the intention of the Grantor to convey to the Grantee herein all of Grantor's undivided interest in the property known generally as Mullet Hall Plantation, including but not limited to all highland, ponds, impounded areas, lagoons, creeks, islands, salt marshes, dikes, causeways, lakes, streams, critical areas, wetlands, waters and waterways and generally all property of every kind and nature whatsoever.

This conveyance is made subject to the same covenants, conditions and restrictions as are set forth in the deed of conveyance from Grantor to Kiawah River Plantation, L.P. dated December 31, 1995, and recorded in Book Y263, page 813, in the R.M.C. Office for Charleston County, S.C.

This is the same property conveyed to the Grantor herein by deed of conveyance of William H. Goodwin, III, Molly S. Goodwin, Matthew T. Goodwin, Alice T. Goodwin as Custodian for Sarah C. Goodwin under the Virginia Uniform Transfer to Minors Act and Alice T. Goodwin as Custodian for Peter O. Goodwin under the Virginia Uniform Transfer to Minors Act dated November 6, 1995, and recorded November 9, 1995, in Book Y261, page 539, in the R.M.C. Office for Charleston County, S.C.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in Charleston County, South Carolina, bearing Charleston County Tax Map Number M009010100904, and was transferred by Kiawah Resort Associates, LP to Ocean Boulevard Properties A South Carolina Limited Partnership on \_\_\_\_\_, 2008..

3. Check one of the following: The deed is

- (a)  X  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): \_\_\_\_\_ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.0
- (b)  X  The fee is computed on the fair market value of the realty which is \$5,857,143.00 for the land and improvements and \$7,142,857.00 consideration paid for the settlement of a disputed claim between co-tenants..
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

5. Check Yes \_\_\_\_\_ or No  X  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the

transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

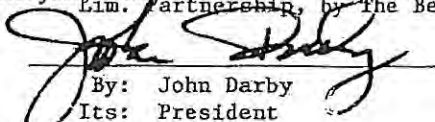
\_\_\_\_\_

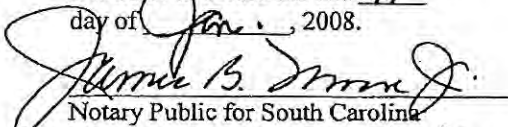
- 6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$5,857,143.00 (plus \$7,142,857.00).
  - (b) Place the amount listed in item 5 above here: \$0.00 (If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$13,000,000.00.


7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$48,100.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: ~~General Partner of~~ GRANTEE

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both. OCEAN BOULEVARD PROPERTIES, A SC Lim. Partnership, by The Beach Co., A SC Cor.

  
 By: John Darby  
 Its: President

SWORN to before me this 11<sup>th</sup>  
 day of Jan., 2008.  
  
 Notary Public for South Carolina  
 My Commission Expires: 1/18/2011

  
 By: J. Darryl Reyna  
 Its: Exe. Vice President

(NOTARIAL SEAL)

BK V648PG244

# RECORDER'S PAGE

NOTE: This page MUST remain with the original document



**FILED**

January 15, 2008  
2:54:36 PM

BK V648PG237

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

McNair Law Firm  
Post Office Drawer 418  
Georgetown, SC 29442

Number of Pages:  
8

DESCRIPTION	AMOUNT
Recording Fee	\$ 13.00
State Fee	\$ 33,800.00
County Fee	\$ 14,300.00
Postage	
<b>TOTAL</b>	<b>\$ 48,113.00</b>
\$ Amount (in thousands):	13000
DRAWER:	C - cfb

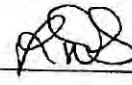
AUDITOR STAMP HERE

RECEIVED

JAN 18 2008

REC'D A. T. OSSELEY  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP 

DATE JAN 17 2008

DO NOT STAMP BELOW THIS LINE

BK 2243PG402

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

EASEMENT AGREEMENT  
(DOCK)

AGREEMENT made this 2<sup>nd</sup> day of June, 1994 by and between Charleston County Park and Recreation Commission ("Purchaser") and W.L. Limehouse and Julian Limehouse, III, as Co-Personal Representatives of the Estate of Julian S. Limehouse, Jr.; William Lawton Limehouse; Peggy K. Limehouse; Linda Anne L. McMurphy, a/k/a Anne Limehouse MacMurphy; Mary Ruth L. Schneider; J. Sidi Limehouse, III, a/k/a Julian S. Limehouse, III; Peggy Jo Gray; and Anne Limehouse MacMurphy, Trustee for Michael Linar Limehouse (collectively, the "Sellers");

WITNESSETH

WHEREAS, the Sellers and the Purchaser entered into a Purchase and Sale Agreement having an effective date of March 3, 1994 for the purchase of a parcel of property containing 738 acres (the "Property"); and

WHEREAS, Section 1.2 of the Purchase and Sale Agreement called for the conveyance by the Sellers of an easement for the extension of a crabbing and fishing dock from the Property into Pond No. 1 (66.12 acres) (the "Pond"); and

WHEREAS, the Purchaser has purchased the Property and the Sellers are now minded to grant the hereinbelow described easement to Purchaser;

NOW THEREFORE, subject to the provisions stated hereafter, for \$5.00 and other valuable consideration, the Sellers and Purchaser agree as follows:

- 1) Grant of Easement: Sellers hereby grant, bargain, sell and convey to Purchaser, a perpetual transferable, appendant and appurtenant, non-exclusive easement over and across the eastern portion of the Pond owned by Sellers for the purpose of extending a crabbing and fishing dock from the Property into the Pond.

TO HAVE AND TO HOLD the easement described above to the Purchaser and its Successors and Assigns forever.

- 2) Restrictions on Easement: The dock to be placed in the easement shall be of a length not to exceed 250 feet and shall be used for crabbing, fishing and other activities consistent with the use of the Property as a park. The Purchaser, however, shall not be able to use the Pond for any swimming or boating activities.

- 3) Use of Property: The Sellers reserve the right to use the Pond over which the easement runs for any uses which are not inconsistent with the terms of this Agreement. Sellers may not drain, close or fill the Pond without the written consent of the Purchaser.
- 4) Running of Benefits & Burdens: All of the provisions of this Agreement, including the benefits and the burdens, shall run with the land and shall be binding upon and inure to the Heirs, Successors and Assigns of the parties hereto.
- 5) Commercial Purposes: It is the intent of the parties hereto that the easement granted herein is for commercial purposes and is appurtenant in nature since it inheres in, is essentially necessary to and runs with the land benefited thereby.
- 6) Hold Harmless: Purchaser shall indemnify and hold harmless the Sellers, and their Heirs and Assigns, from any and all claims, liabilities, judgments, damages, penalties, fines, losses and expenses, including reasonable attorney's fees and costs, to any person on property caused wholly or in part by or during the use of the easement herein created, by Purchaser, or Purchaser's successors, assigns, agents, employees, invitees, guests or contractors.

IN WITNESS WHEREOF, the Sellers and Purchaser have executed this Agreement on the date stated above.

PURCHASER:

CHARLESTON COUNTY PARK AND RECREATION COMMISSION

By: Henry Shaw

Its: Chairman

Agel B. Embard  
[Signature]

SELLERS:

W.L. Limehouse  
W.L. LIMEHOUSE, CO-PERSONAL REPRESENTATIVE OF THE ESTATE OF JULIAN S. LIMEHOUSE, JR.

David Johnson  
[Signature]

W.S.L.  
[Signature]

Julian Limehouse III  
JULIAN LIMEHOUSE, III,  
CO-PERSONAL REPRESENTATIVE OF  
THE ESTATE OF JULIAN S.  
LIMEHOUSE, JR.

W.S.L.  
[Signature]

William Lawton Limehouse  
WILLIAM LAWTON LIMEHOUSE

W.S.L.  
[Signature]

Peggy K. Limehouse  
PEGGY K. LIMEHOUSE

James W. Pratt  
Henry D. Griffin

Linda Anne L. MacMurphy  
Anne Limehouse MacMurphy  
LINDA ANNE L. MCMURPHY A/K/A  
ANNE LIMEHOUSE MACHURPHY

\_\_\_\_\_  
\_\_\_\_\_

MARY RUTH L. SCHNEIDER

W.S.L.  
[Signature]

J. Bidi Limehouse III  
J. BIDI LIMEHOUSE, III, A/K/A  
JULIAN S. LIMEHOUSE, III

[Signature]  
William D. Lippert

X Peggy Jo Gray  
PEGGY JO GRAY

James W. Pratt  
Henry D. Griffin

Anne Limehouse MacMurphy  
ANNE LIMEHOUSE MACMURPHY,  
TRUSTEE FOR MICHAEL LINAR  
LIMEHOUSE

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named CHARLESTON COUNTY PARK AND RECREATION COMMISSION by Henry M. Jr, its Chairman, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

Jayl T. Eubank

SWORN to before me this 17<sup>th</sup> day of June, 1994.

[Signature] (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: Sept 24, 2002

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named W.L. LIMEHOUSE, CO-PERSONAL REPRESENTATIVE OF THE ESTATE OF JULIAN S. LIMEHOUSE, JR., sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

[Signature]

SWORN to before me this 7<sup>th</sup> day of July, 1994.

[Signature] (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/15



BK 2243PG407

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named JULIAN LIMEHOUSE, III, CO-PERSONAL REPRESENTATIVE OF THE ESTATE OF JULIAN S. LIMEHOUSE, JR., sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

LA LHV

SWORN to before me this  
1<sup>st</sup> day of June, 1994.

(L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 1/5/95

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named WILLIAM LAWTON LIMEHOUSE, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

LA LHV

SWORN to before me this  
2<sup>nd</sup> day of June, 1994.

(L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 1/5/95

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named PEGGY K. LIMEHOUSE, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

*[Handwritten signature]*

SWORN to before me this 1<sup>st</sup> day of July, 1994.

(L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 5/1/95

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named LINDA ANNE L. McMURPHY A/K/A ANNE LIMEHOUSE MacMURPHY, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

*[Handwritten signature: Henry D. Griffin]*

SWORN to before me this 7<sup>th</sup> day of July, 1994.

(L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 11-28-99

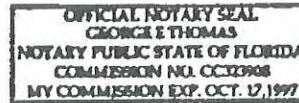
STATE OF FLORIDA )  
COUNTY OF Dade )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named MARY RUTH L. SCHNEIDER, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

*[Handwritten Signature]*

SWORN to before me this 27 day of May, 1994.

George E. Thomas (L.S.)  
NOTARY PUBLIC FOR FLORIDA  
My Commission Expires: 10/12/97



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named J. SIDI LIMEHOUSE, III A/K/A JULIAN S. LIMEHOUSE, III, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

*[Handwritten Signature]*

SWORN to before me this 7 day of June, 1994.

[Handwritten Signature] (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 5/8/98

BK 2243PG410

MARYLAND  
STATE OF )  
                  )  
COUNTY OF )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named PEGGY JO GRAY, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

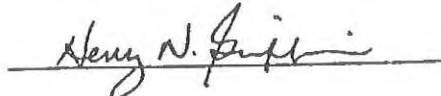


SWORN to before me this  
27 day of May, 1994.

Rebecca Harmon (L.S.)  
NOTARY PUBLIC FOR MARYLAND  
My Commission Expires: March 1, 1997

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named ANNE LIMEHOUSE MacMURPHY, TRUSTEE FOR MICHAEL LINAR LIMEHOUSE, sign, seal, and as their act and deed, deliver the within written instrument, and that (s)he with the other above-subscribed witness witnessed the execution thereof.



SWORN to before me this  
15 day of June, 1994.

Henry W. Griffin (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 11-28-94

LAW OFFICES OF C. J. MANOS  
ATTORNEY AT LAW  
P. O. BOX 1787  
CHARLESTON, SC 29402-1787

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ROBERT H. KING  
REGISTER  
CHARLESTON COUNTY SC

P  
S

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THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Charleston )

<sup>F</sup> Location Number 557-70  
RIGHT OF WAY EASEMENT  
UNDERGROUND

KNOW ALL MEN BY THESE PRESENTS that I (we) W.L. Limehouse

, of the  
County of Charleston, State of South Carolina, hereinafter referred to as  
Grantor(s) for the sum of One Dollar (\$1.00) and other good and valuable consideration to me  
(us) in hand paid, receipt of which is hereby acknowledged, does hereby grant unto BERKELEY  
ELECTRIC COOPERATIVE, INC., a corporation, whose Post Office Address is Moncks Corner,  
South Carolina, hereinafter called Cooperative, and to its Successors or Assigns, a right-of-way  
over route selected by Cooperative, having a width of 10 feet, ~~that is~~  
~~to say, xxxxxxxxxxxx feet either side of centerline,~~ upon, over and across land of Grantor(s),  
more particularly described as follows, to-wit:

A tract of land approximately 34.6 acres in Charleston County, in or near  
Johns Island community and bounded as follows:

North by Bishops of Charleston  
East by \_\_\_\_\_  
South by John F. Limehouse  
West by Bohicket Road

T.M.S.# 202-00-00-126 - This is a 10 foot underground easement running along  
the westerly property line adjacent to Bohicket Road.

together with the right to place, construct, operate, maintain, relocate, patrol and replace  
thereon and in or upon all streets, roads or highways abutting said lands an electric transmis-  
sions or distribution line or system and communication system, including the right to erect,  
install and construct, either overhead or underground, its electrical facilities and other transmis-  
sion line structures, wires, cables and any necessary appurtenances and equipment deemed  
by the Cooperative to be necessary therefor, as well as the right to install, maintain and use  
anchors and guy wires on lands adjacent to the right-of-way herein granted; and to cut and trim  
trees and shrubbery to the extent necessary to keep them clear of said electric line or system  
and communication system and to cut down, from time to time, all dead, weak, leaning or  
dangerous trees that are tall enough to strike the wires in falling.

Together also with the right, from time to time, to redesign, rebuild or alter said lines and  
to install such additional lines, apparatus and equipment as the Cooperative may at any time  
deem necessary, and the right to remove any line or any part thereof.

Together also with all rights of ingress and egress necessary for the full and complete  
use, occupancy, and enjoyment of the easement hereby granted and all rights and privileges  
incident thereto.

Berkeley Electric Co. Op

BK K 229PG595

R/Way  
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B

gty  
80

Grantor(s) agrees that all poles, wires and other facilities, including any main service entrance equipment installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

PROVIDED, HOWEVER, any damage to the property of Grantor(s) (other than the property cleared or removed as hereinabove provided) caused by the Cooperative in the course of constructing, rebuilding or repairing said lines shall be borne by the Cooperative.

TO HAVE AND TO HOLD, all the singular the aforesaid rights and privileges unto the Cooperative, its Successors and Assigns, as aforesaid.

And Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set this hand and seal this 25 day of FEB, 1993.

SIGNED, SEALED AND DELIVER  
IN THE PRESENCE OF

James Elrod, Jr.  
Robert Bradley

X.W.L. Limehouse (L.S.)  
(L.S.)

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

PERSONALLY appeared before me James Elrod, Jr.  
and made oath that (s)he saw the within named W.L. Limehouse

sign the within instrument, and as h\_\_ act and deed, deliver the Right-of-Way for the uses and purposes therein mentioned, and that (s)he with Robert Bradley, in the presence of each other, witnessed the due execution thereof.

SWORN to and subscribed before me this 25 day of FEB, 1993.

Robert Bradley  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 8-29-99

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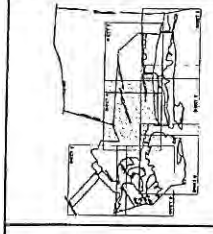
RETURN TO:  
BERKELEY ELECTRIC COOPERATIVE INC.  
P.O. Box 1234  
Moncks Corner, S.C. 29461  
ROBERT LIMEHOUSE INC.  
REGISTER  
CHARLESTON COUNTY, SC











KEY MAP (NOT TO SCALE)

THE AREA SHOWN ON THIS MAP IS THE PROPERTY OF THE CHARLESTON COUNTY ENGINEERING CO. AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEERING COMPANY.



PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED BY:  
**THE CHARLESTON COUNTY ENGINEERING CO.**  
 4717 JEFFERSON AVENUE, SUITE 100  
 CHARLESTON, SOUTH CAROLINA 29405

NO.	REVISION	DATE

**A WETLAND MAP OF  
 KIAWAH RIVER  
 PLANTATION  
 TOTAL AREA  
 1,867.98 acres  
 TOTAL WETLAND AREA  
 240.90 acres**

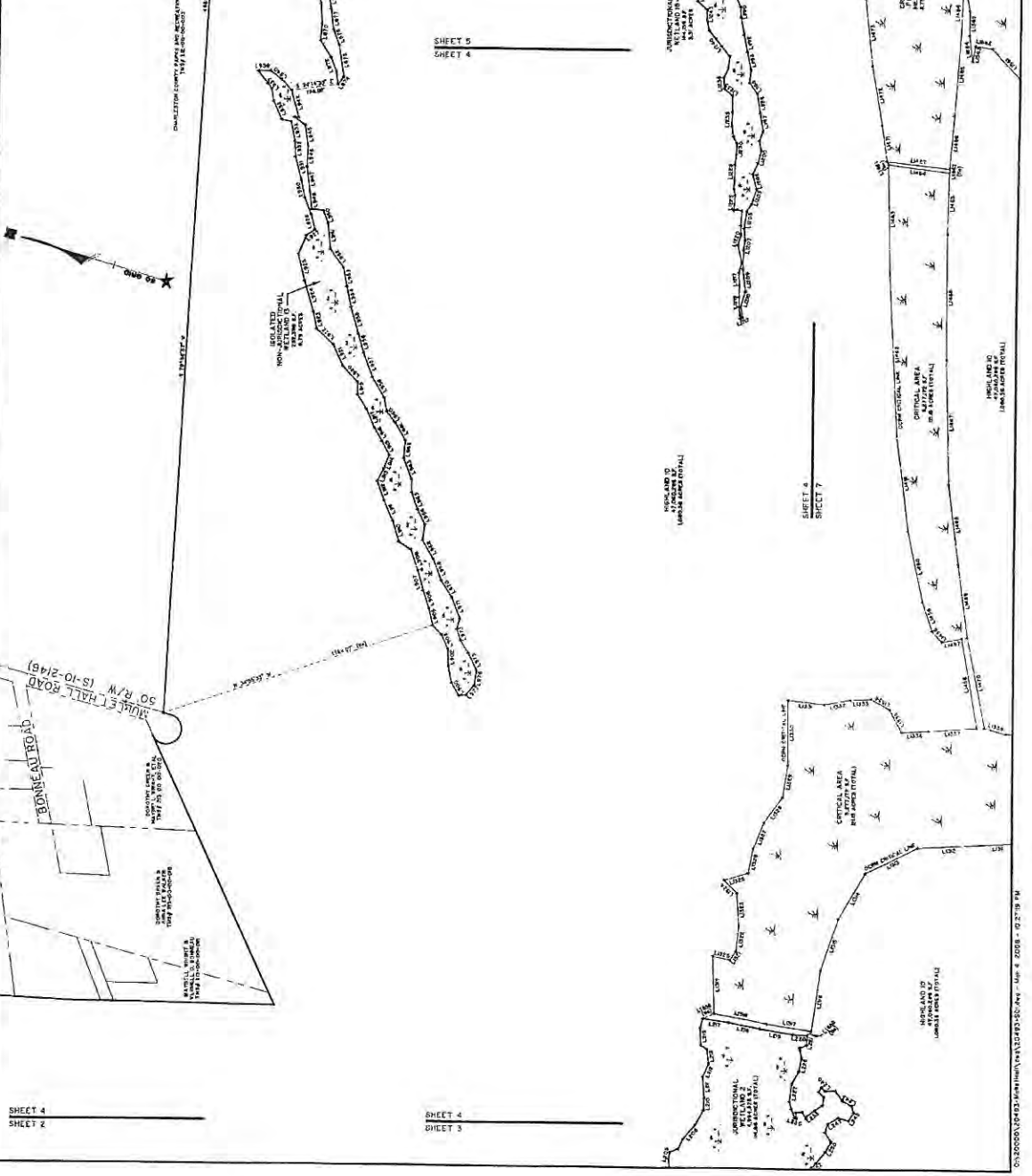


DATE: 5/27/08  
 L.S. 2008  
 TITLE: WETLAND MAP  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 PARTY: OWNER

**SHEET 4 OF 9**  
**DRAWING NO. C-7198**

THE AREA SHOWN ON THIS MAP IS THE PROPERTY OF THE CHARLESTON COUNTY ENGINEERING CO. AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEERING COMPANY.

**WETLAND SUMMARY**  
 WETLAND B - 1,867.98 ACRES



SHEET 4  
 SHEET 2

SHEET 4  
 SHEET 3

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THE AREA SHOWN ON THIS MAP IS THE SUBJECT PROPERTY, AND THE PROPERTY IS NOT GUARANTEED TO BE ACCURATE. THE PROPERTY IS NOT GUARANTEED TO BE ACCURATE. THE PROPERTY IS NOT GUARANTEED TO BE ACCURATE. THE PROPERTY IS NOT GUARANTEED TO BE ACCURATE.

**WETLAND SUMMARY**  
 APPROXIMATE WETLAND  
 WETLAND I - 243 ACRES  
 WETLAND II - 243 ACRES  
 WETLAND III - 243 ACRES

**KEY MAP NOT TO SCALE**  
 THIS NUMBER AND ALL OTHER NUMBERS ON THIS MAP ARE FOR INFORMATION ONLY AND DO NOT REPRESENT ANY WARRANTY OR GUARANTEE OF ACCURACY. THE PROPERTY IS NOT GUARANTEED TO BE ACCURATE.

**PROFESSIONAL ENGINEER**  
 STATE OF SOUTH CAROLINA  
 LICENSE NO. 12345  
 DATE: 12/15/2008

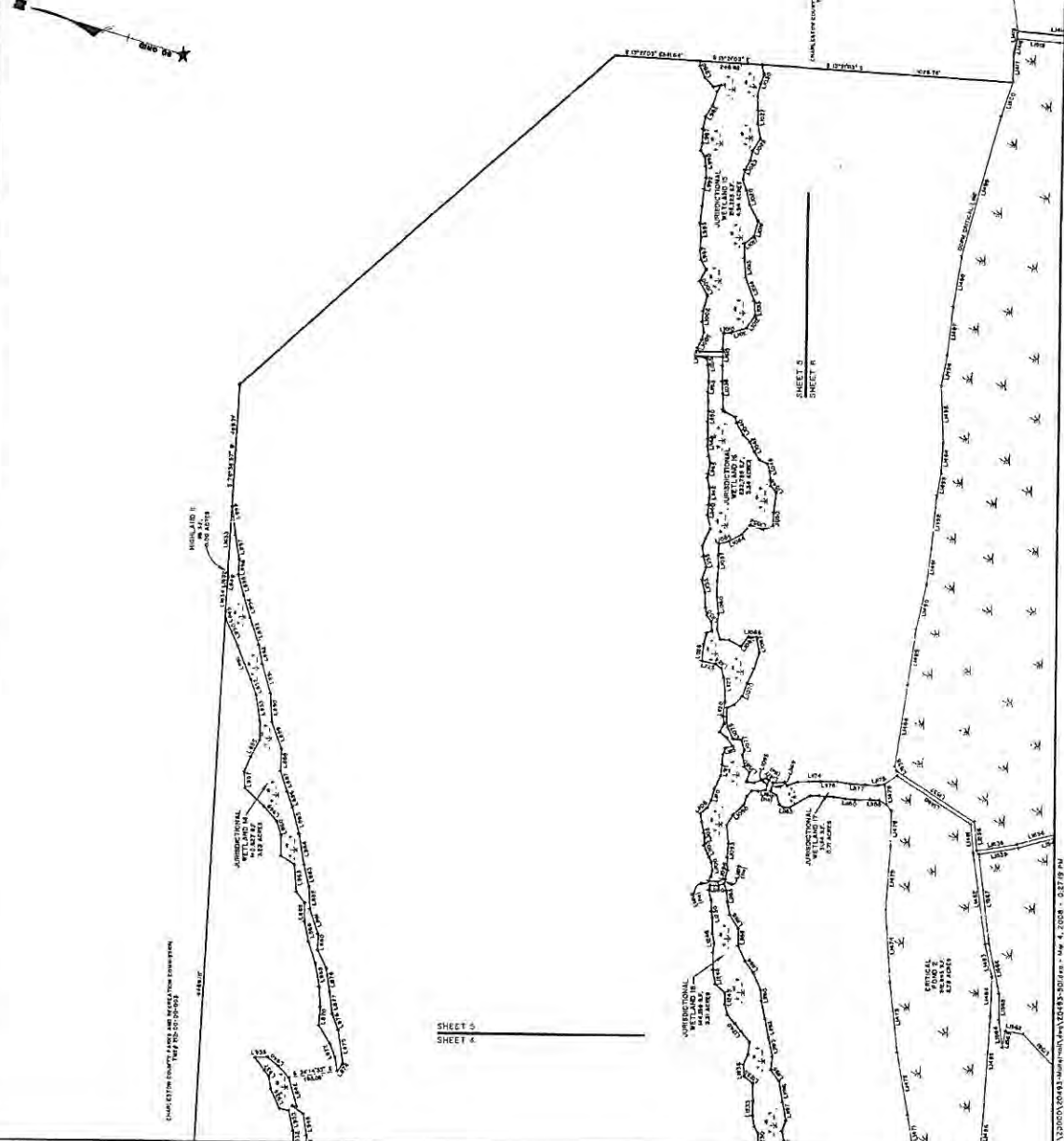
**TECHNICAL ENGINEERING CO.**  
 1000 W. BROADWAY, SUITE 1000  
 CHARLOTTE, NORTH CAROLINA 28202  
 PHONE: 704.333.1111  
 FAX: 704.333.1112  
 WWW.TECHNICAL-ENGINEERING.COM

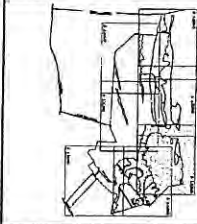
**PREPARED FOR:**  
 KIWAH RIVER PLANTATION, L.P.  
 CHARLESTON COUNTY, SOUTH CAROLINA

**SCALE:** 1" = 200' HORIZONTAL  
 1" = 100' VERTICAL

**PROJECT:** KIWAH RIVER PLANTATION  
**DATE:** 12/15/2008  
**BY:** [Signature]  
**CHECKED BY:** [Signature]  
**APPROVED BY:** [Signature]

**SHEET 5 OF 9**  
**DRAWING NO. C-188**





**KEY MAP (NOT TO SCALE)**  
 THE LOCATION OF THE WETLANDS IS SHOWN IN THIS KEY MAP. THE WETLANDS ARE SHOWN IN BLACK. THE WETLANDS ARE LOCATED IN THE SOUTHWEST CORNER OF THE MAP. THE WETLANDS ARE LOCATED IN THE SOUTHWEST CORNER OF THE MAP.



**WETLAND SUMMARY:**  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.

NO.	DESCRIPTION	ACRES
1	WETLANDS	1,967.36
2	NON-WETLANDS	240.90
3	TOTAL	2,208.26

**A WETLAND MAP OF  
 KIAWAH RIVER  
 PLANTATION  
 TOTAL AREA  
 1,967.36 ACRES  
 TOTAL WETLAND AREA  
 240.90 ACRES**

CHARLESTON COUNTY, SOUTH CAROLINA  
 PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

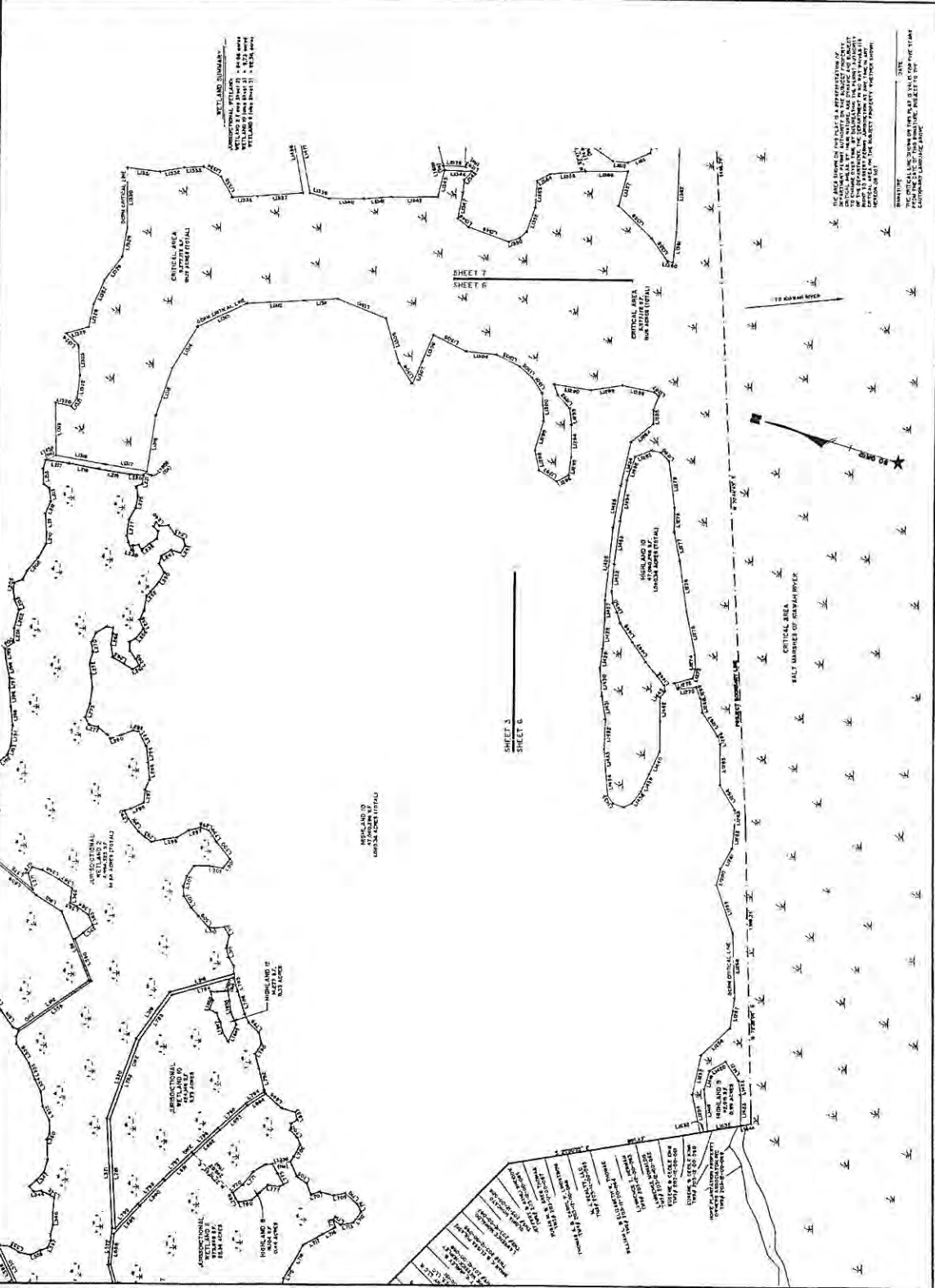


DESIGNED BY:  
**THOMAS J. THOMAS**  
 ENGINEERING CO.  
 100 W. BROADWAY, SUITE 200, FAYETTEVILLE, NC 28404  
 PHONE: 704/336-1111  
 FAX: 704/336-1112  
 E-MAIL: TTHOMAS@TJTECH.COM

SCALE: 1" = 100' HORIZ. VERT. = 1" = 20'

SCALE	DATE	BY	APPROVED BY
1" = 100'	3/21/2004	TJTHOMAS	TJTHOMAS
1" = 20'	3/21/2004	TJTHOMAS	TJTHOMAS
1" = 100'	3/21/2004	TJTHOMAS	TJTHOMAS
1" = 20'	3/21/2004	TJTHOMAS	TJTHOMAS

**SHEET 6 OF 8**  
 DRAWING NO. C-198



**WETLAND SUMMARY:**  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.

**WETLAND SUMMARY:**  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.  
 APPROXIMATE WETLAND TOTAL AREA IS 1,967.36 ACRES.





THE AREA SHOWN ON THIS MAP IS THE RESULT OF A RECONSTRUCTION OF THE ORIGINAL SURVEY OF THE KIWAH RIVER PLANTATION. THE ORIGINAL SURVEY WAS MADE BY JAMES M. HARRIS, JR. IN 1882. THE RECONSTRUCTION WAS MADE BY THE ENGINEERING DIVISION OF THE U.S. GEOLOGICAL SURVEY IN 1964. THE RECONSTRUCTION IS BASED ON THE ORIGINAL SURVEY AND ON AERIAL PHOTOGRAPHS TAKEN IN 1954. THE RECONSTRUCTION IS SUBJECT TO THE USGS POLICY ON THE LIABILITY OF INFORMATION PROVIDED BY THE USGS.

DATE: 10/1/64  
 DRAWN BY: J. L. GIBSON  
 CHECKED BY: J. L. GIBSON  
 APPROVED BY: J. L. GIBSON

**VICINITY MAP (NOT TO SCALE)**

THIS VICINITY MAP IS A GENERALIZATION OF THE KIWAH RIVER PLANTATION SURVEY. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN TO SHOW THE LOCATION OF THE KIWAH RIVER PLANTATION SURVEY IN THE VICINITY OF THE KIWAH RIVER PLANTATION SURVEY.



FOR THE PURPOSES OF THIS SURVEY, THE KIWAH RIVER PLANTATION SURVEY IS CONSIDERED TO BE A SURVEY OF THE KIWAH RIVER PLANTATION SURVEY. THE SURVEY IS SUBJECT TO THE USGS POLICY ON THE LIABILITY OF INFORMATION PROVIDED BY THE USGS.

SECTION	ACRES
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
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7	1.00
8	1.00
9	1.00
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**A REWARD MAP OF  
 KIWAH RIVER  
 PLANTATION  
 TOTAL AREA  
 1,587.36 ACRES  
 TOTAL WETLAND AREA  
 240.80 ACRES**

PREPARED FOR:  
**THE KIWAH RIVER PLANTATION**  
 1000 KIWAH RIVER PLANTATION ROAD  
 KIWAH, FLORIDA 32149



DATE: 10/1/64  
 DRAWN BY: J. L. GIBSON  
 CHECKED BY: J. L. GIBSON  
 APPROVED BY: J. L. GIBSON

SCALE: 1" = 100' (AS SHOWN)

GRAPHIC NO. C-188  
 SHEET 9 OF 9

SECTION	ACRES	WETLAND ACRES
1	1.00	0.00
2	1.00	0.00
3	1.00	0.00
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PD amendment list – November 26, 2019  
(includes staff recommended conditions)

Accessory Use definition, page 4

Grand Tree definition, page 6

Retirement Housing definition, page 9

Retirement Housing Unit definition, page 9

Section 4.2 Accessory Uses, page 10

Section 4.3.4 Assemblies and Special Events, page 11

Table 4.1 – Table of Uses, Congregate Living for the Elderly as an Allowed Use, Retirement Housing as an Allowed Use, deleted Retirement Housing, Limited (up to 10 residents), page 12

Table 4.1 – Table of Uses, removed asterisks from Court of Law, Safety Services, Schools, Postal Service, Self-Service Storage. Also added Community Amenity Center use and Boat/RV Storage, which contribute to GLA at a rate of 50%

Table 4.1 – Table of Uses page 12 – A note has been added that duplexes, multifamily, and single family attached uses are subject to Note 6 to Table 6.1

Table 4.1 – Table of Uses, p. 17 - Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, has been modified to exempt Swim Club.

Section 5.1.1 and 2 – Retirement Housing, page 19

Table 5.1 – Table of Proposed Land Uses, Retirement Housing, page 20

Table 5.1 – Table of Proposed Land Uses, Retirement Housing – Notes 5 Retirement Housing Units; Note 6 Retirement Housing Density; Note 7, Self -Service Storage, Boat /RV Storage and community amenity center; Note 8 Commercial GLA cap - page 21

Section 6.2- Proposed Development Standards – clarification

Section 6.2 Proposed Waterfront Development Standards, page 25 – Section 6.2.3, *OCRM Critical Line Buffers*, and Section 6.2.4, *OCRM Critical Line Setbacks*

Table 6.1 – Building Development Standards, page 27 and Notes 5, 6, 7, 8, pages 27& 28

Section 8.2.B.1 – Buffers and Screening – Minimum Buffers, page 32

Section 8.2.B.3 c & d – Buffers and Screening – Exceptions to OCRM Critical Line Buffers, pages 32 & 33

Section 8.2.E - Right - of - Way Buffers, page 33

Section 8.2.G - Determination of Required Buffers -page 34

Table 8.2 – Internal Buffers, page 35

Section 9.B - Tree Removal, Replacement, Protection, Preservation and Mitigation, page 37

Section 10 – Parking Standards, page 38

Section 12 – Architectural and Landscape Design Standards, page 41

Section 13 – Signage Standards, page 42

Section 15.3 – Variances, page 50

EXHIBITS – Exhibits 4.2, 12.3, and 12.4, page 51



## SECTION 1 – STATEMENT OF OBJECTIVES

### 1.1 The Kiawah River Planned Development

The Kiawah River Planned Development Plan will provide significant benefits to the *Property Owner*, the future residents of the *Real Property*, and the *County*. The benefits and objectives of such a rezoning will include, but are not limited to, the following:

- Greater flexibility with respect to *Lot* dimensions, incentivizing the *Property Owner* to provide a variety of housing types and allowing the *Property Owner* to conform the *Development* to the natural characteristics on the *Real Property*;
- The provision of a significant amount of *Housing for the Workforce* and *Affordable Housing*, helping mitigate existing traffic issues on Johns Island, Kiawah Island, and Seabrook Island;
- An increase in the number of permitted uses on the *Real Property*, ensuring that the future residents and visitors to the *Real Property* enjoy recreational, commercial, retail, and office amenities within a short walk or bicycle ride from their homes or guest rooms;
- The protection of the waterfront environment by limiting the number of docks constructed thereon to eighteen (18) and utilizing restrictive covenants to ensure single-family detached lots in the Rural Residential portion of the *Real Property* are substantially maintained in their natural environment;
- The facilitation of greater economic opportunity for the *County* and its existing residents by creating several hundred jobs in the *County* and the State; increasing total revenues to area business; providing a net positive impact on the *County's* fiscal responsibilities; and introducing new lodging and recreational opportunities for visitors;
- The preservation and enhancement of green spaces, important cultural and historical sites, threatened and endangered species, and recreational areas on the *Real Property* and within the adjacent Johns Island County Park, including the preservation or development of at least fifty percent (50%) of the *Real Property* as open space;
- The provision of a smooth transition from the Suburban portion of the *County* to the Rural portion of the *County*, while ensuring a perpetual and clearly-defined Urban Growth Boundary on this portion of Johns Island; and
- A limitation on the total number of *Dwelling Units* which may be developed on the *Real Property*, to 1,285 *Dwelling Units*, 117 of which will be *Housing for the Workforce Units*. The *Plan* would allow greater flexibility in the location of these *Dwelling Units* but still preserve the rural flavor of the existing community with a gross residential density of .90 *Dwelling Units* per acre (including all acreage) or 1.01 *Dwelling Units* per acre (including only highland and freshwater wetland).

Accordingly, pursuant to sections 6-29-720 and -740 of the South Carolina Code, the *County* specifically finds that the *Plan* does the following:

- Helps achieve the objectives of the *Comprehensive Plan*;
- Permits flexibility in development;
- Results in improved design, character, and quality of new mixed use development;
- Preserves the natural and scenic features of open spaces;
- Encourages innovative site planning for residential, commercial, institutional, and industrial development;
- Provides for variation from other ordinances and the regulations of other established zoning districts concerning use, setbacks, lot size, density, bulk, and other requirements to

accommodate flexibility in the arrangement of uses for the general purpose of promoting and protecting the public health, safety, and general welfare;

- Comprises housing of different types and densities and of compatible commercial uses, office parks, and mixed-use development; and
- Includes a unified site design for a mixed use development.

## **1.2 Planned Development Name**

The name of the Planned Development shall be Kiawah River ; provided, however, the *Property Owner* may provide written notice to the *County* at any time before commencement of construction on the *Real Property* pursuant to the *Agreement* of a different name for the Planned Development which does not duplicate the name of any other Planned Development or subdivision, the final plat of which has been recorded in the RMC Office for Charleston County, South Carolina at the time of such notice.

## **1.3 The Illustrative Master Plan**

For the purpose of illustrating the *Development* the *Property Owner* may institute on the *Real Property* pursuant to the *Agreement* and the *Plan*, an Illustrative Master Plan is attached hereto as Exhibit 1.1. Exhibit 1.2 delineates the conceptual location of the individual *Lots* on the *Real Property*. While the Illustrative Master Plan may be used by the *County* and the *Property Owner* as a general guide for the overall *Development* of the *Real Property*, the *Lots*, *Development Parcels*, *Thoroughfares*, green space, recreational areas, *Community Ways*, and other elements illustrated thereon are not intended to represent the exact configuration and location of the *Development* that will occur on the *Real Property*. The more specific elements of the *Agreement* and the *Plan* should be used by the *County* and the *Property Owner* to help guide the precise configuration and location of the different aspects of *Development* as the *Project* progresses.

## SECTION 2 – REAL PROPERTY

### 2.1 Legal Description

All that certain piece, parcel or tract of land, together with all buildings and improvements presently located thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, known generally as “Mullet Hall Plantation,” containing 1083.197 acres of highland (including certain small islands), 235.94 acres of ponds and creeks, 86.36 acres of impounds, and 22.313 acres between mean high water and the DHEC-OCRM Critical Line, more or less, shown on a plat by A.H. Schwacke, & Associates entitled “PLAT OF MULLET HALL & JACK ISLAND 1426.81 ACRES JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA,” dated October 4, 1994, last revised on November 11, 1994, and recorded in Plat Book EA, at Pages 316 through 322, in the RMC Office for Charleston County, South Carolina, (the “Plat”), said property having such location, butts and bounds, metes, courses and distances as will by reference to the Plat more fully appear. The Plat is attached hereto as Exhibit 2.1.

Being a portion of TMS # 212-00-00-001.

### 2.2 Wetland Survey

A wetland survey delineating the location, acreage, and type (freshwater or critical area/marsh) of all wetlands on the *Real Property* as they exist prior to *Development* is attached hereto as Exhibit 2.3. The *Property Owner* has no intention to develop upon any of these natural areas; provided, however, the *Property Owner* may construct portions of roads and/or utilities on these natural areas only after obtaining all applicable permits and approvals from *OCRM* and the *Corps* for such *Development* and obtaining site plan approval from the *County* pursuant to the *ZLDR*.

### SECTION 3 – DEFINITIONS

The definitions set forth in this section of the *Plan* shall control the development of the *Real Property* in lieu of any contrary definitions in the *ZLDR* or other *Laws*. The definitions in Chapter 12 of the *ZLDR* on the *Effective Date* shall otherwise apply.

The “*Act*” means the South Carolina Local Government Development Agreement Act, codified at sections 6-31-10 to -160 of the South Carolina Code.

“*Accessory Use*” means a use customarily incidental and subordinate to the principal use of a *Lot* or of a structure, or as allowed by the *ARB* in accordance with Article 6.5 of Appendix D, which is a red-line of the *ZLDR*. An *Accessory Use* is located on the same *Lot* as the principal use, except (i) in cases of off-street parking, temporary real estate sales office, and temporary construction facilities, and (ii) in cases of *Hotels* or *Inns* where *Accessory Uses* may be located on other *Lots*.

“*Accessory Dwelling Unit*” means a dwelling unit, with no more than 800 square feet of gross floor area that has been added to, onto, or created within, a single family house. This definition includes garage apartments. An *Accessory Dwelling Unit* may be detached from a single family house provided it complies with the conditions applicable to *Accessory Dwelling Units* in Appendix B to the *Agreement*.

“*Active Recreation Area*” means any park, recreational facility, or recreational area which is not dependent upon a specific environmental or natural resource and which is developed with recreation and support facilities. An *Active Recreation Area* includes, but is not limited to, playgrounds, *Golf Courses*, bicycle trails, baseball or softball fields, football or soccer fields, basketball courts, swimming pools, clubhouses, water-dependent uses, equestrian facilities, pickle courts, racquetball courts, and tennis courts. *Active Recreation Areas* shall constitute open space.

“*Affordable Housing*” means, in the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty-eight percent (28%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Community Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent (30%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.

“*Agreement*” means this Development Agreement, including the recitals and exhibits attached hereto. The *Agreement* shall also include the *Plan*.

“*ARB*” is the Kiawah River Architectural Review Board that is currently functional under the auspices of the *Property Owner* and/or as it may later function under applicable *Covenants*. The *ARB* may promulgate, modify, and enforce development guidelines, such as architectural and landscaping guidelines, assigned to it under the *Agreement* or the *Plan* with respect to any portion of the *Real Property*.

“*Association*” means one or more non-profit association(s) or corporation(s), which will be formally constituted and made up of the property owners and/or residents of the *Real Property*, or a particular portion or portions thereof. An *Association* may take responsibility for costs and maintenance of *Common Areas* on or affecting any portion of the *Real Property* subject to such *Association*’s jurisdiction, as delineated in any applicable *Covenants*.

“*Bed and Breakfast*” means a lodging-type building or group of buildings on one *Lot* offering two (2) to twelve (12) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Bed and Breakfast* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Bed and Breakfast* shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Building Coverage*” means the area of a *Lot* covered by principal or accessory buildings or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two feet (2’) of a roof overhang. This definition shall not include pools, pool decks, or pervious drives.

“*Building Development Standards*” means any applicable dimensional standards for *Lots*, *Development Parcels*, buildings, and structures, including but not limited to any minimum standards for *Lot area*, *Lot width*, *Setbacks*, and yard requirements and any maximum standards for *Building Height* and *Building Coverage* on *Lots* or *Development Parcels*.

“*Building Height*” means elevation from *Ground Floor Level* as measured in feet. *Building Height* does not include those items specifically excluded from consideration of *Building Height* in the *Plan*.

“*Common Areas*” means “Common Areas,” as defined under any *Covenants* encumbering all or portions of the *Real Property*, i.e., all real and personal properties which now or hereafter are deeded or leased to, or are the subject of a use agreement or easement with, an *Association* and wherein the property therein described is specifically denominated to be part of the *Common Areas*. The *Common Areas* may include but shall not be limited to open space; maintenance and drainage areas; *Facilities*; easements; alleys; *Thoroughfares*; parking lots; *Community Ways*; street lighting; signs; lagoons; ponds; wetlands; rights-of-way; and the area between any property line of an owner and the mean high water mark of any adjoining river tidal creek, marsh, or other water body. The designation of any land and/or improvements as a *Common Area* shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

“*Community Way*” means a walkway of any surface type (paved or unpaved), bike trail, leisure trail, or walking trail designed for pedestrian or bike traffic.

“*Comprehensive Plan*” means the Charleston County Comprehensive Plan, adopted pursuant to sections 6-29-510 to -540 of the South Carolina Code, as well as the official map of Charleston County, adopted pursuant to sections 6-7-1210 to -1280 of the South Carolina Code.

“*Corps*” means the United States Army Corps of Engineers.

“*County*” means Charleston County, a political subdivision of the State of South Carolina.

“*County Council*” means the County Council of Charleston County, South Carolina.

“*County Ordinances*” means the Code of Ordinances of Charleston County, South Carolina.

“*Covenants*” means and refers to one or more declaration(s) of covenants, conditions, and restrictions encumbering all or portions of the *Real Property* that have been or will be recorded by the *Property Owner*.

“*Development*” means the planning for or carry out of a building activity, demolition, reclamation of on-site materials, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels, and is intended by the *Parties* to include all further uses of, activities upon, or changes to the *Real Property* as are authorized by the *Agreement*. “*Development*,” as designated in a land or *Development Permit*, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “*Development*” refers to the planning for or the act of developing or to the result of *Development*. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not *Development*. Reference to particular operations is not intended to limit the generality of this term.

“*Development Parcel*” means any parcel of land on which *Development* may occur, including platted *Lots* and unplatted parcels, but excluding public or private street rights-of-way.

“*Development Permit*” includes a building permit, zoning permit, construction permit, subdivision or plat approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of *Local Government* having the effect of permitting or approving the *Development* or use of real property.

“*DHEC*” means the Department of Health and Environmental Control, as established pursuant to section 44-1-20 of the South Carolina Code.

“*Diameter Breast Height*” or “*DBH*” means the total diameter, in inches, of a tree trunk or trunks measured at a point four and one half feet above existing grade (at the base of the tree). In measuring *DBH*, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14.

“*Dock*” or “*Pier*” means a structure built over and/or floating on water used to provide access to water and/or for the mooring of boats or other watercraft. A *Dock* or *Pier* may contain commercial uses as permitted by *DHEC* and shall constitute a water-dependent use.

“*DOT*” means the South Carolina Department of Transportation, as established in section 57-1-20 of the South Carolina Code.

“*Dwelling Unit*” means one or more rooms, designed, occupied or intended for permanent occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities contained therein. The term “*Dwelling Unit*” does not include *Guest Rooms*, *Villas*, *Accessory Dwelling Units*, or accessory buildings or structures.

“*Facilities*” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, electrical service, cable television, high speed internet access, and telephone service.

“*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*.

“*Grand Tree*” means any live, healthy tree with a *DBH* of 24 inches or greater, with the exception of pine tree, laurel oak, water oak, and sweet gum tree species.



“*Gross Leasable Area*” or “*GLA*” means floor area devoted to a use designated as such in the table of uses set forth in the *Plan*. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in the *Plan*. *GLA* does not include a community amenity center, such as a fitness club/aquatic center. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*. Commercial uses on *Docks* or piers shall contribute to entitlement densities for *GLA*.

“*Ground Floor Level*” means *Natural Ground* or the lowest floor elevation for structures as set forth in the *County*’s flood management ordinance, as amended, whichever is higher; provided, however, that *Ground Floor Level* shall not exceed 14 feet above *Natural Ground*. This definition shall not be construed to prevent an owner from constructing his first finished floor higher than *Ground Floor Level*; provided, however, *Building Height* shall be measured from *Ground Floor Level*.

“*Guest Room*” means a room or suite designed for temporary occupancy by one (1) or more people in a single unit on a daily, weekly, monthly, or seasonal basis. A *Guest Room* may be individually owned or owned as a “time-share” unit without respect to other *Guest Rooms*. A *Guest Room* may be located within a *Hotel*, *Inn*, *Villa* or *Bed and Breakfast*. A *Guest Room* shall contribute to the *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Hotel*” means a lodging-type building or group of buildings offering twenty-five (25) or more *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. The *Property Owner* shall have the vested right to develop up to two (2) *Hotels* on the *Real Property*. The amount of *Guest Rooms* permitted in a *Hotel* shall be limited only by the total *Guest Room* entitlement densities in the *Agreement*. A *Hotel* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Hotel* shall contribute to *Hotel* and *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Housing for the Workforce*” means all *Affordable Housing* and all dwelling units designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, and/or persons employed within a ten (10) mile radius of the *Real Property*.

“*Inn*” means a lodging-type building or group of buildings offering thirteen (13) to twenty-four (24) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. An *Inn* may be owner-occupied and/or staff-occupied.

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

“*Laws*” means all ordinances, resolutions, regulations, comprehensive plans, *Land Development Regulations*, policies and rules, custom and usage (formal or informal) adopted by a *Local Government* affecting the *Development* of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in section 6-31-140(A) of the South Carolina Code.

“*Local Government*” means any county, municipality, special district, or governmental entity of the state, county, municipality or region established pursuant to law which exercises regulatory control over, and grants *Development Permits* for land *Development* or which provides public *Facilities*. The *County* is a *Local Government*.

“*Lot*” means *Development Parcel* identified in a *Subdivision Plat* recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina.

“*Lot Line, Front*” means the lot line separating a *Lot* from the *Thoroughfare* that is used as the primary access point to the *Lot*. In cases where a *Lot* abuts open space, including passive recreation areas, on one side, and a *Thoroughfare* that is used as the primary access on the opposite side, the Property Owner may designate the lot line abutting the open space as the *Front Lot Line* and the opposite lot line (abutting the *Thoroughfare*) as the rear lot line. In cases where a *Lot* abuts more than one *Thoroughfare*, the *Property Owner* may designate the *Front Lot Line* pursuant to Section 6.1.c herein.

“*Mixed Use*” means a use, structure, or parcel containing both residential and non-residential elements.

“*Natural Ground*” means average elevation of a *Lot* or *Development Parcel* prior to *Development* activity.

“*OCRM*” means *DHEC*’s Office of Ocean and Coastal Resource Management.

“*OCRM Critical Line*” means the critical area line defined by *OCRM*.

“*Parties*” are the *Property Owner* and the *County*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, *Parties* shall mean and refer to the *County* and that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. If portions of the *Agreement* apply to one or more, but not all, of the entities or persons comprising the *Property Owner*, those particular parties may be separately referred to herein.

“*Passive Recreation Area*” means areas in and located due to the presence of a particular natural or environmental setting and that may include conservation lands or waters providing for both active and passive types of resource-based outdoor recreation activities that are less formalized or program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition such as boating, fishing, camping, nature trails and nature study. A farm or other agricultural use shall be considered a *Passive Recreation Area*. *Passive Recreation Areas* shall constitute open space.

“*Pervious Cover*” means water bodies, as well as land that permits the absorption of storm water into the ground. *Pervious Cover* may include, but is not limited to *Community Ways*, streets, roads, alleys, parking lots and driveways which are pervious to storm water.

“*Plan*” means the Kiawah River Planned Development District Plan. The *Plan* is attached to the *Agreement* and incorporated therein by reference. The *Plan* shall constitute a vested right of the *Property Owner* during the term of the *Agreement* (including any extensions or renewals thereof).

“*Planning Commission*” means the Charleston County Planning Commission as established under Article 2.2 of the *ZLDR*.

“*Planning Director*” means the Director of the Planning Department of Charleston County or the authorized designee or representative of the Director.

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

“*Property Owner*” means Kiawah River Investment, LLC; together with all subsidiaries thereof and other entities, which may have a legal interest on the date of execution hereof in any of the *Real Property* described in Paragraph 4 of the *Agreement* and includes their successors in interest, successors in title (as to any portion of the *Real Property*), and/or assigns by virtue of assignment or other instrument compliant with the *Agreement*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, “*Property Owner*” shall mean and refer to that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. The *Property Owner* warrants that there are no other legal or equitable owners of the *Real Property* on the *Effective Date*.

“*Protected Trees*” means any tree on a parcel with a diameter breast height of eight inches or greater prior to development and all trees within required buffers or required landscape areas. Limited removal is allowed only when specified by the provisions of this Ordinance.

“*PSC*” means the Public Service Commission, as established pursuant to section 58-3-10 of the South Carolina Code, as amended.

“*Real Property*” is the *Real Property* referred to in Paragraph 4 of the *Agreement* and includes any improvements or structures customarily regarded as part of real property.

“*Retirement Housing*” means the use of a site for housing that qualifies under The Housing for Older Persons Act (HOPA) for the senior housing exemption from the anti-discrimination provisions related to familial status of Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act).

“*Retirement Housing Unit*” means a single housing unit intended for occupancy on a site that is designated as *Retirement Housing* that may be housing comprised of single family detached, single family attached, duplex, or multifamily units or any combination of these.

“*Setback*” means any required minimum distance from a *Lot* line or street right-of-way that establishes an area within which a structure shall not be erected. Any *Laws* applicable to *Setbacks* and exceptions to *Setbacks* are set forth in the *Plan*, which shall control in lieu of *Laws* applicable to *Setbacks* and exceptions to *Setbacks* in the *ZLDR* or other *Laws*.

“*Subdivision Plat*” means a recorded graphic description of property prepared and approved in compliance with the *ZLDR*, as modified by this *Agreement*.

“*Thoroughfare*” means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open spaces, consisting of vehicular lanes and their adjacent rights-of-way.

“*Tract*” means and refers to composite parcels of the *Real Property* that have yet to be subdivided.

“*Villa*” means a lodging-style building offering one or more bedrooms and other areas (such as cooking and sanitary facilities) operating as a single unit, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Villa* may be owned and temporarily occupied by an individual or entity without respect to ownership of other *Villas*. A *Villa* shall constitute one (1) *Guest Room* and shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Zoning and Land Development Regulations*” or “*ZLDR*” means and refers to the Zoning and Land Development Regulations of Charleston County, South Carolina.

## SECTION 4 - USES

Exhibit 4.1 illustrates the areas for the *Development* on the *Real Property*, including a general delineation of the allowed uses within each area. The configuration and location of these areas for *Development* are conceptual approximations only. Based on market demand and other considerations, the *Development* which may actually occur on the *Real Property* is subject to change within the legal guidelines of the *Agreement* and the *Plan* and not the illustrations in Exhibit 4.1. The conceptual illustrations and maps attached hereto are therefore not commitments or representations to the *County* or any third party.

### 4.1 Permitted Principal Uses

A. Table of Uses: The Table of Uses attached hereto as Table 4.1 shall control the uses permitted, prohibited, and permitted with conditions on the *Real Property* or designated portions thereof. All of the uses listed in Table 4.1 shall be as defined in Chapter 12 of the *ZLDR*, as it exists on the *Effective Date*, unless specific definitions have been supplemented or modified in section 3 of this *Plan*.

B. Use Types: The following use types shall control Table 4.1:

1. Allowed Uses: An “A” indicates that a use type is allowed by right on the *Real Property* or a portion thereof. A special exception shall not be required.

2. Conditional Uses: A “C” indicates that a use type is allowed on the *Real Property* or a portion thereof only if it complies with use-specific conditions, as set forth further in the *Plan*. A cross-reference to the applicable use-specific conditions can be found in the “Conditions” column of Table 4.1. The number provides a cross-reference to a use-specific condition contained in Article 6.4 of Appendix D, which is a red-line of the *ZLDR*. The conditions set forth herein shall control use-specific conditions on the *Real Property*. A conditional use shall be permitted upon the *Property Owner*’s compliance with the applicable conditions herein.

3. New or Unlisted Uses: The *Planning Director* shall be authorized to make use determinations whenever there is a question regarding the category of use based on the definitions contained in Chapter 12 of the *ZLDR*, as it exists on the *Effective Date* and as specific definitions are modified or supplemented herein.

C. Mixed Uses: The *Property Owner* may utilize different permitted land uses on a particular *Lot* or *Development Parcel*.

D. Hunting: Hunting shall be permitted on any portion of the *Real Property* provided all applicable permits and approvals are obtained.

### 4.2 Accessory Uses

*Accessory Uses* shall be permitted, permitted with conditions, or prohibited in accordance with Article 6.5 of Appendix D, which is a red-line of the *ZLDR*.

### 4.3 Temporary Uses

1. Temporary Accessory Dwelling Units: The *ARB* may allow, allow with conditions, or prohibit temporary accessory dwelling units, such as dormitory-style farm or other labor housing, or other *Accessory Dwelling Units* on the *Real Property* or any portion thereof. The precise configuration, location and amount of temporary accessory dwelling units permitted on the *Real Property* or any portion thereof shall be in the *ARB*'s discretion.

2. Temporary Modular Units: The *ARB* may allow, allow with conditions, or prohibit temporary modular units for recreational, construction, commercial, retail, office or other uses (excluding residential uses) on the *Real Property* or any portion thereof. The precise configuration, location and amount of temporary modular units permitted on the *Real Property* or any portion thereof shall be in the *ARB*'s discretion. Temporary modular units shall not count toward any caps within the *Agreement*.

3. Temporary Sales: The *ARB* may permit, permit with conditions, or prohibit temporary sales on the *Real Property* or any portion thereof.

4. Assemblies and Special Events: The *ARB* may permit, permit with conditions, or prohibit temporary public or private assembly use and events of public or private interest, such as cultural events, weddings, outdoor concerts and parking for special events on the *Real Property* or any portion thereof. The *ARB* may promulgate, modify and enforce any regulations pertaining to assemblies and special events in applicable *Covenants*, and may impose such conditions on its approval of an individual special event to control noise, parking, or other aspects of the special event as it deems appropriate. Such special events on the Real Property owned by the declarant under the Covenants, the Association, or a Hotel or Inn, or the owner of the chapel on the Real Property shall be considered an Accessory Use and shall not require a zoning permit, special exception, conditional use permit, or other further approval from the County nor have a cap on the number in a calendar year. The Property Owner shall provide County Sheriff's Office, County EMS, St. Johns Fire Department, and the Planning Director a written schedule of upcoming special events on a monthly basis for informational purposes. The Property Owner shall obtain County Building Services approval for any temporary structures for such special events that require inspection and approval. The provisions of Art. 6.7 of the ZLDR set forth in Exhibit 4.2 shall apply to special events on other Lots on the Real Property where special events are not an Accessory Use.

5. Construction Facilities: The *ARB* may permit, permit with conditions, or prohibit accessory construction facilities on any *Development Parcel, Tract* or other portion of the *Real Property*.

**4.4 Areas Designated for Future Use:** All areas designated for future expansion or not intended for immediate improvement or development shall remain in a natural state until such time as development permits are approved; provided, however, with respect to this provision, the "natural state" of the property shall include those uses permitted under base zoning.

**Table 4.1-Table of Uses**

Use Designation	Uses	Classification or Conditions
<b>Agricultural</b>	Animal Aquaculture, including Finfish Farming, Fish Hatcheries, or Shrimp or Shellfish Farming (in ponds)	
	Apiculture (Bee Keeping)	A
	Horse or Other Animal Production	
	Concentrated Animal Feeding Operations	
	Greenhouse Production or Food Crops Grown under Cover	A
	Horticultural Production or Commercial Nursery Operations	A
	Hydroponics	A
	Crop Production	A
	Bona Fide Forestry Operations	C, §6.4.23
	Lumber Mills, Planing, or Saw Mills, including chipping and mulching	
	Stable	C, §6.4.20
	Agricultural Processing	
	Agricultural Sales or Services	A
	Roadside Stands, including the sale of Sweetgrass Baskets	C, §6.4.58
<b>Residential</b>	Congregate Living for the elderly	CA
	Duplex	A, <a href="#">Note 6 to Table 6.1</a>
	Dwelling Group	C, §6.4.7
	Multi-Family, including Condominiums or Apartments	A, <a href="#">Note 6 to Table 6.1</a>
	Retirement Housing	CA
	<del>Retirement Housing, Limited (up to 10 residents)</del>	C
	Single Family Attached, also known as Townhouses or Rowhouses	C, §6.4.2, <a href="#">Note 6 to Table 6.1</a>
	Single Family Detached	A
	Workforce Housing	A
	Affordable Housing	A
<b>Civic/Institutional</b>	Court of Law	A* <sup>1</sup>
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection and Police Protection	A*
	Adult Day Care Facilities	C*, §6.4.29
	Child Day Care Facilities, including Group Day Care Home or Child Care Center	C*, §6.4.29
	Family Day Care Home	A*

<sup>1</sup> An asterisk (\*) indicates the use will contribute to GLA entitlement densities, and no others, in the Agreement.

<b>Death Care Services</b>	Cemeteries or Crematories	A
	Funeral Services, including Funeral Homes or Mortuaries	A*
<b>Educational Services</b>	Pre-School or Educational Nursery	C*, §6.4.29
	School, Primary	A*
	School, Secondary	A*
	College or University Facility	A*
	Business or Trade School	A*
	Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools	A*
<b>Health Care Services</b>	Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities	A*
	Convalescent Services, including Nursing Homes	A*
	Public or Community Health Care Centers	A*
	Health Care Laboratories, including Medical Diagnostic or Dental Laboratories	A*
	Home Health Agencies	A*
	Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices	A*
<b>Museums, Historical Sites and Similar Institutions</b>	Historical Sites (Open to the Public)	A
	Libraries or Archives	A
	Museums	A*
	Nature Exhibition	C, §6.4.10
	Botanical Gardens	A*
<b>Postal Service</b>	Postal Service	A*
<b>Recreation and Entertainment</b>	Community Recreation, including Recreation Centers	A
	<u>Community Amenity Center, such as a fitness club/aquatic center</u>	<u>A</u>
	Fishing or Hunting Guide Service (commercial)	A*
	Fishing or Hunting Lodge (commercial)	A*
	Golf Courses or Country Clubs	C, §6.4.50
	Parks and Recreation	A

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	Recreation and Entertainment, Indoor, including Bowling Centers, Ice or Roller Skating Rinks, Indoor Shooting Ranges, Theaters, or Video Arcades	C*, §6.4.11
	Recreation and Entertainment, Outdoor, including Amusement Parks, Fairgrounds, Miniature Golf Course, Race or Go-Cart Tracks, or Sports Arena	C*, §6.4.11
	Golf Driving Ranges	C*, §6.4.11
	Outdoor Shooting Ranges	C*, §6.4.11
	Recreation or Vacation Camps	C*, §6.4.11
	Equestrian	C, §6.4.11
<b>Religious, Civic, Professional and Similar Organizations</b>	Business, Professional, Labor or Political Organizations	A*
	Social or Civic Organizations, including Youth Organizations	A*
	Religious Assembly	A
	Social Club or Lounge	A
<b>Utility and Waste-Related Uses</b>	Utility Service, Major	C, §6.4.17 §6.4.21
	Electric or Gas Power Generation Facilities	C, §6.4.17 §6.4.21
	Utility Substation	C, §6.4.21
	Electrical or Telephone Switching Facility	C, §6.4.21
	Sewage Collector or Trunk Lines	C, §6.4.21
	Sewage Disposal Facilities	C, §6.4.17
	Utility Pumping Station	C, §6.4.21
	Water Mains	C, §6.4.21
	Water or Sewage Treatment Facilities	C, §6.4.21
	Water Storage Tank	C, §6.4.21
	Utility Service, Minor	C, §6.4.31
	Electric or Gas Power Distribution	C, §6.4.31
	Sewage Collection Service Line	C, §6.4.31
	Water Service Line	C, §6.4.31
	Septic Tank Installation, Cleaning or Related Services	C, §6.4.31
<b>Accommodations</b>	Hotels	A
	Inns	A
	Bed and Breakfasts	C, §6.4.4
	Villas	A
<b>Animal Services</b>	Kennel	C*, §6.4.54
	Pet Stores or Grooming Salons	A*



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	Small Animal Boarding (enclosed building)	A*
	Veterinary Services	A*
<b>Commercial</b>	Banks	A*
-Financial	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers	A*
-Food Services and Drinking Places	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bards or Lounges	A*
	Catering Service	A*
	Restaurant, Fast Food, including Snack or Non-Alcoholic Beverage Bars	A*
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full Service Restaurants	A*
-Information and Industries	Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices	A*
	Communication Towers	C*, §6.4.5
	Data Processing Services	A*
	Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers	A*
-Offices	Administrative of Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services, or Travel Arrangement Services	A*
	Government Office	A*
	Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services	A*
-Other Non-Residential Development	Convention Center or Visitors Bureau	A*
	Office/Warehouse Complex	A*
	Off-Premises Sign (e.g. Billboard)	C*, See section 13.2 of the <i>Plan</i>
	Special Trade Contractors (Offices/Storage)	C*, §6.4.36
	Building Equipment or Other Machinery Installation Contractors	C*, §6.4.36
	Carpentry Contractors	C*, §6.4.36
	Concrete Contractors	C*, §6.4.36
	Drywall, Plastering, Acoustical or Insulation Contractors	C*, §6.4.36
	Electrical Contractors	C*, §6.4.36
	Excavation Contractors	C*, §6.4.36
	Masonry or Stone Contractors	C*, §6.4.36
	Painting or Wall Covering Contractors	C*, §6.4.36
	Plumbing, Heating or Air Conditioning Contractors	C*, §6.4.36

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	Roofing, Siding or Sheet Metal Contractors	C*, §6.4.36
	Tile, Marble, Terrazzo or Mosaic Contractors	C*, §6.4.36
<b>Parking</b>	Parking Lots	A
	Parking Garages	A
<b>Rental and Leasing Services</b>	Charter Boat or Other Recreational Watercraft Rental Services	C*, Article 5.3
	Construction Tools or Equipment Rentals	A*
	Consumer Goods Rental Centers	A*
	Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items	C*, §6.4.38
	Self-Service Storage/Mini-Warehousing ( <u>Subject to Note 1</u> )	C*, §6.4.16
	<u>Boat/RV Storage (Subject to Note 1)</u>	<u>A*</u>
<b>Repair and Maintenance Services</b>	Boat Yard	C*, §6.4.39 Article 5.3
	Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops	C*, §6.4.40
	Repair Service, Commercial, including Electric Motor Repair, Scientific or Professional Instrument Repair, Tool Repair, Heavy Duty Truck or Machinery Servicing and Repair, Tire Retreading or Recapping, or Welding Shops	A*
	Vehicle Repair Consumer, including Muffler Shops, Auto Repair Garages, Tire or Break Shops, or Body or Fender Shops	C*, §6.4.22
	Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes	C*, §6.4.22
<b>Retail Sales</b>	Nonstore Retailers	A*
	Direct Selling Establishments	A*
	Electronic Shopping or Mail-Order Houses	A*
	Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers	A*
	Liquefied Petroleum Gas (Bottled Gas) Dealers	C*, §6.4.41
	Vending Machine Operators	A*
	Building Materials or Garden Equipment and Supplies Retailers	C*, §6.4.42
	Hardware Stores	C*, §6.4.42
	Home Improvement Centers	A*
	Garden Supply Centers	C*, §6.4.42
	Outdoor Power Equipment Stores	C*, §6.4.42
	Paint, Varnish or Wallpaper Stores	C*, §6.4.42
	Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops	A*

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	Liquor, Beer or Wine Sales	A*
	Retail Sales or Services, General	A*
	Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store	A*
	Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store	A*
	Convenience Stores	A*
	Drug Stores or Pharmacies	A*
	Duplicating or Quick Printing Services	A*
	Electronics, Appliance or Related Products Store	A*
	Florist	A*
	Furniture, Cabinet, Home Furnishings or Related Products Store	A*
	Pawn Shop	A*
	Private Postal or Mailing Service	A*
	Tobacconist	A*
	Sweetgrass Basket Stands	C*, §6.4.58
	Warehouse Clubs or Superstores	A*
	Service Stations, Gasoline (with or without convenience stores)	A*
	Motorcycle, Watercraft, or Recreational Vehicle Dealers	A*
	Vehicle Parts, Accessories or Tire Stores	A*
<b>Retail or Personal Services</b>	Consumer Convenience Service	A*
	Automated Bank/Teller Machines	A*
	Drycleaners or Coin-Operated Laundries	A*
	Drycleaning or Laundry Pick-up Service Stations	A*
	Locksmith	A*
	One-Hour Photo Finishing	A*
	Tailors or Seamstresses	A*
	Hair, Nail or Skin Care Services, including Barber Shops or Beauty Salons	A*
	Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, <u>excluding Swim Club</u>	A*
	Services to Buildings or Dwellings, including Carpet or Upholstery Cleaning, Exterminating, or Janitorial services	A*
	Landscaping and Horticultural Services to commercial, industrial, or institutional buildings and residences	A*
<b>Water Dependent Uses</b>	Boat Ramps	C, §5.3.4 Article 5.3
	Dock or Pier	C, §5.3.3 Article 5.3

	Dry Stack Storage for Watercraft	C*, Article 5.3
<b>Recycling Services</b>	Recycling Center	A*
	Recycling Collection, Drop-Off	A*
<b>Transportation</b>	Sightseeing Transportation, Land or Water	C*, Article 5.3
	Taxi or Limousine Service	A*
	Urban Transit Systems	A*
	Water Transportation, including Coastal or Inland Water Passenger Transportation	C*, Article 5.3

Notes to Table 4.1:

1. These uses must be exclusively for the use of the owners and tenants of any portion of the Real Property and of the contractors working on the Real Property. Only 50% of the floor area devoted to these uses shall count against GLA.

## SECTION 5 – ENTITLEMENT DENSITIES

### 5.1 Entitlements

Exhibit 5.1 illustrates the *Development* the *Property Owner* may institute on the *Real Property* pursuant to the *Plan*. The configuration and location of the individual elements of the *Plan* are conceptual approximations only. Based on market demand and other considerations, the *Development* which may actually occur on the *Real Property* is subject to change within the legal guidelines of the *Agreement* and the *Plan* and not the illustrations in Exhibit 5.1. The conceptual illustrations and maps attached hereto are therefore not commitments or representations to the *County* or any third party. The *Property Owner* shall have a vested right to the following entitlement densities on the *Effective Date*:

1. *Dwelling Units*: The *Property Owner* shall have the vested right to develop up to 1,285 *Dwelling Units* on the *Real Property*, not including those *Dwelling Units* that are *Retirement Housing Units*, and may determine the precise type, configuration and location of *Dwelling Units*, provided that:

- The *Property Owner* may not develop more than 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is designated as Rural Residential in the *Plan*; and
- The *Property Owner* may not develop more than 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.

Table 5.1 illustrates the maximum and average residential densities for each residential use; the maximum total acreage of each residential unit requested (including *Housing for the Workforce* units); and the maximum allowable number of each type of residential unit requested (including *Housing for the Workforce* units).

2. *Retirement Housing*. The *Property Owner* shall have a vested right to develop up to 160 *Retirement Housing Units*. These *Retirement Housing Units* shall be in addition to the other 1,285 *Dwelling Units* vested for the *Real Property*. *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* at the equivalence of 2.0 *Retirement Housing Units* for each *Guest Room*, with any fractions rounded up to the next whole number of *Guest Rooms*. *Retirement Housing Units* may be located only in the River Village and not in the Rural Residential or Bohicket Station.

32. *Housing for the Workforce*: “*Housing for the Workforce*” means all *Affordable Housing* and all dwellings designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, and/or persons employed within a ten (10) mile radius of the *Real Property*. Of the 1,285 total *Dwelling Units*, 117 shall constitute *Housing for the Workforce* units. Further, 18 of the *Housing for the Workforce* units shall constitute *Affordable Housing*. The *Property Owner* may determine the precise type, configuration and location of *Housing for the Workforce* and *Affordable Housing* on the *Real Property*, in compliance with the *Agreement* and the *Plan*; provided, however, that the *Housing for the Workforce* units and *Affordable Housing* units shall be located throughout the *Real Property* and the *Dwelling Unit* caps described in number 1, above, are not exceeded.

43. *Commercial and Institutional Entitlement Densities*: “*Gross Leasable Area*” or “*GLA*” means floor area devoted to a use designated as such in Table 4.1. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in Table 4.1. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*. The *Property Owner* shall have the

vested right to develop up to 80,000 square feet of *GLA* on the *Real Property*. This *GLA* shall constitute a vested right on the *Effective Date*. The *Property Owner* may determine the precise configuration and location of *GLA* on the *Real Property*, in compliance with the *Agreement* and the *Plan*.

**54. Lodging:** The *Property Owner* shall have a vested right to develop up to 450 *Guest Rooms* on the *Real Property*, which may be dispersed among *Villas, Inns, Beds and Breakfasts*, and/or up to two (2) *Hotels*. The *Property Owner* shall have a vested right to develop up to two (2) *Hotels* on the *Real Property*; provided, however, the total number of *Guest Rooms* and *Villas* on the *Real Property* may not exceed 450. The *Property Owner* may determine the precise type, configuration and location of *Hotels, Villas, and Guest Rooms* on the *Real Property*, in compliance with the *Agreement* and the *Plan*. *Guest Rooms, Hotels, and Villas* shall not count against any of the other entitlement densities in the *Agreement*.

**65. Golf Course:** “*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*. The *Property Owner* shall have the right to develop a portion of the *Real Property* for use as a *Golf Course* or *Golf Courses*, including up to 36 holes, any or all of which the *Property Owner* may develop as public or private, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space. The *Property Owner* shall have the right to build full-service club houses, practice ranges, training facilities and maintenance facilities accessory to the *Golf Course(s)* on the *Real Property* in any location the *Property Owner* deems appropriate, in compliance with the *Agreement* and the *Plan*. The *Property Owner* may determine the precise configuration and location of the *Golf Course(s)* and its/their ~~A~~ accessory ~~#~~Uses, in compliance with the *Agreement* and the *Plan*. The *Golf Course(s)*, including club houses, pro shop and other ~~A~~ accessory ~~#~~Uses, shall not count against any of the other entitlement densities in the *Agreement*.

**Table 5.1 – Table of Proposed Land Uses**

Permitted Uses	Not to Exceed (“nte”)	Minimum Acreage	Maximum Acreage	Maximum Density	Maximum Floor Area Ratio
Single Family Detached	nte 1285		550	4/acre	
Single Family-Attached	nte 320		50	10/acre	
Multi-Family	nte 320		50	20/acre	
Housing for the Work Force	up to 117		40	20/acre	
<del>Retirement Housing</del>	<del>nte 160</del>		<del>50</del>	<del>Note 6</del>	
All Residential	nte 1285 <del>excluding Retirement Housing</del>		600	1.01/acre	
<del>GLA Commercial</del>	nte 80,000 GLA		12		2
<del>Self-Service Storage/Mini-Warehousing, Boat/RV Storage</del>	<del>50% of the floor area shall count against GLA</del>		<del>Subject to 12 acre maximum for Commercial</del>		
Accommodations	nte 450 Guest Rooms		50		2

Open Space		635.31acres		
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The following standards shall apply to Table 5.1 and the location of densities within the *Development*:

1. As used in Table 5.1, “Density” refers to the number of *Dwelling Units* per unit of land area. Density is calculated by dividing the number of *Dwelling Units* on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the *Dwelling Units* are located, provided that all other requirements of the *Plan* are met.
2. The *Property Owner* may not exceed 50,000 square feet of *GLA* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
3. The *Property Owner* may not exceed 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
4. The *Property Owner* may not exceed 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is also designated in the *Plan* as Rural Residential.
5. Retirement Housing Units shall count against the cap of 450 Guest Rooms with 2.0 Retirement Housing Units being equivalent to one (1) Guest Room, or stated differently, each Retirement Housing Unit equals .5 Guest Room. This conversion factor for Retirement Housing is based on accepted national standards for traffic counts that demonstrate that the vehicle trips per day for a Retirement Housing Unit are fewer than 50% of those for a Guest Room. The total number of Retirement Housing Units shall be rounded up to the nearest whole number of Guest Rooms for purposes of the nte cap above. Retirement Housing Units may be located only in the River Village and not in the Rural Residential or Bohicket Station.
6. The maximum density for Retirement Housing shall depend on the housing type and be subject to the same maximum density limitations for that particular residential housing type shown in Table 5.1.
7. The uses of Self-Service Storage/Mini-Warehousing, Boat/RV Storage must be exclusively for the use of the owners and tenants of any portion of the Real Property and of the contractors working on the Real Property. Only 50% of the floor area devoted to these uses shall count against GLA.
8. Commercial is limited to no more than 80,000 SF of GLA situated on no more than 12 acres.

## SECTION 6 – PD DISTRICT STANDARDS

### 6.1 Building Development Standards

A. Generally: Table 6.1 sets forth any applicable standards for *Lot* area, *Lot* depth, *Lot* width, *Setbacks*, *Building Height*, *Building Coverage*, and all other dimensional standards for the *Real Property* or particular portions thereof. The measurements, computations, and exceptions to the *Building Development Standards* in Table 6.1 shall be as set forth further herein.

#### B. Lot Size:

1. Lot Area: *Lots* shall comply with the *Lot* area standards in Table 6.1 of the *Plan*.
2. Lot Depth: The depth of residential *Lots* shall not exceed five (5) times the width of the *Lot* (a 1:5 ratio); provided, however, the *ARB* may allow the *Lot* width to depth ratio of 1:5 to be exceeded when any of the following conditions occur:

- a. When attached dwellings are proposed;
  - b. Where additional depth is provided for marsh frontage *Lots* when the *Lot* width to depth ratio is met and the property line is extended into the marsh or the property is bisected by or fronts on freshwater wetlands;
  - c. The subdivision of a parent *Tract*, provided any of the following requirements are met:
    - i. The minimum *Lot* frontage for each *Lot* is not less than 250 feet;
    - ii. In no case shall the average *Lot* width be less than 250 feet with the minimum *Lot* width at any one point less than 200 feet; or
    - iii. The property to be subdivided is located in the Rural Residential portion of the *Real Property*.
3. Prescribed *Lot* width requirements shall be for at least two-thirds of the depth of the *Lot*.

C. Lot Access:

1. Lot Frontage, Lot Access, and Double Frontage Lots:

a. The *Front Lot Line* for *Lots* that abut open space on one side and a *Thoroughfare* on the other shall be designated pursuant to the *Front Lot Line* definition contained herein. (Attached as Exhibit 6.3 is an illustration of a *Lot* fronting on open space illustrating the designation of the *Front Lot Line*).

b. *Lots* with more than one frontage on a *Thoroughfare* shall be allowed; however, only one vehicular access shall be allowed for each *Lot*. Where a *Lot* has more than one frontage on a *Thoroughfare*, the *Property Owner* shall identify one of the *Thoroughfare* frontages as the *Front Lot Line* and one as the rear lot line provided that there is an adequate vision clearance triangle for the lot line with the vehicular access. The remaining lot lines will be subject to side setback standards. An easement(s) with a minimum width of five feet may be required by the Zoning and Planning Department Director to restrict access from any *Thoroughfare* or other vehicular access other than that designated as the primary access.

2. Public Access: All *Lots* shall be provided with a direct or indirect means of access to Betsy Kerrison Parkway and Mullet Hall Road through the system of *Thoroughfares* on the *Real Property*. This provision shall not preclude the *Property Owner* from implementing a private *Thoroughfare* system with respect to the *Real Property* or any portion thereof and shall not be interpreted to require that all *Lots* front a public *Thoroughfare*.

3. Vehicular access: Streets within planned developments should connect to adjoining neighborhoods/developments. Cul-de-sacs, T-turnarounds, and dead-end streets are discouraged. Areas between structures shall be covered by easements where necessary for access and to provide for maintenance and utility service. Primary vehicular access to office, commercial, or industrial development shall be through limited access roads.



4. Miscellaneous: All flag *Lots*, *Lots* on a cul-de-sac, and privately-accessed *Lots* shall comply with the International Fire Code, as adopted by the *County*.

5. Flag Lots: The *Real Property* contains substantial areas of wetlands, which may necessitate the use of flag *Lots* in certain instances. Accordingly, with respect to residential *Lots*, the *ARB* may allow, allow with conditions, or prohibit flag *Lots* on the *Real Property* or any portion thereof. The flagpole portion of a flag lot shall have a minimum width of 20 feet for its entire depth, and the depth or length of the flagpole shall not exceed 450 feet.

6. Public Access vs. Publicly-Maintained: References herein to “public access” shall not be read to require that any or all access points must be publicly maintained.

D. Residential Density: The *Property Owner* shall be entitled to develop up to 1,285 *Dwelling Units* on the *Real Property*. This entitlement density correlates to a gross residential density of .90 *Dwelling Units* per acre (including all acreage) or 1.01 *Dwelling Units* per acre (including only highland and freshwater wetland). No other residential density requirements are applicable to the *Project*, except as provided in Table 6.1; provided, however (1) the *Property Owner* may not develop more than 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is designated as Rural Residential in the *Plan*; and (2) the *Property Owner* may not develop more than 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.

E. Minimum Setbacks: *Setbacks* are the unobstructed, unoccupied open area between the furthestmost projection of a structure and the property line of the *Lot* on which the structure is located, except as modified herein. *Setback* standards on the *Real Property* are set forth in Table 6.1; provided, however, the following shall apply:

1. Negative or “Zero” Lot Lines: The *Property Owner* may employ negative or “zero” *Lot* lines. Refer to Table 6.1.

2. Exceptions to Setbacks: Every part of a required *Setback* must be open and unobstructed from the ground to the sky, except as follows:

a. Trees, shrubbery or other landscape features may be located within any required *Setback*;

b. Fences and walls may be located within any required *Setback*; provided, however, that for residential, office, and commercial uses, no fence, wall or hedge shall exceed:

(1) Four feet in height when located within any front or street side *Setback*;

(2) Six feet in height when located in any interior side, rear, or *OCRM Critical Line Setback*.

c. Driveways may be located in any required *Setbacks*;

d. *Community Ways* may be located within any required *Setbacks*;

e. Utility lines, transformers, pedestals, wires and associated structures, such as power poles, may be located within any required *Setbacks*;

f. Covered or uncovered porches, steps to building entrances, patio decks, garages, and balconies may extend up to five feet into any required *Setbacks*;

g. Openwork fire balconies and fire escapes may extend up to five feet into any required side *Setbacks*;

h. *Facilities*, utilities and maintenance areas, including easements, may be located within any required *Setbacks*;

i. Sills, belt courses, cornices, buttresses, eaves and other architectural features may extend up to two feet into any required *Setbacks*;

j. Chimneys and flues may extend up to two feet into any required *Setbacks*;

k. Satellite dish antennas may be placed within required rear *Setbacks*;

l. Mechanical equipment, including heating ventilation and air conditioning (HVAC) equipment, may be extended up to five feet into required side, *OCRM Critical Line*, or rear *Setbacks*.

3. Contextual Setbacks: Notwithstanding the *Setback* standards set forth in Table 6.1, the front building line of any structure or addition to a structure may be as close to the street as the front building line of a structure located on any *Lot* that is immediately adjacent to the subject *Lot*. If the subject *Lot* is located between two developed *Lots*, the front building line of the structure that is set back closest to the street shall apply to the subject *Lot*.

4. Reduction for Public Purpose: When an existing *Setback* is reduced because of conveyance to an *Association*, or a federal, state or *Local Government*, for a public purpose and the remaining *Setback* is at least fifty percent (50%) of the required *Setback*, as set forth herein, then that remaining *Setback* will be deemed to satisfy the *Setback* standards in Table 6.1. This provision shall also apply in the event the existing *Setback* is reduced because of a conservation easement, so long as the remaining *Setback* is at least fifty percent (50%) of the required *Setback* in Table 6.1.

F. Maximum Building Height:

1. Generally: “*Building Height*” means elevation from *Ground Floor Level* as measured in feet. The maximum *Building Height* for the *Real Property* or portions thereof is set forth in Table 6.1.

2. Definition of Height-Fences or Walls: Fences or walls shall be measured from finished grade on the lower side of the fence or wall.

3. Exceptions to Height Limits: The *Building Height* limitations herein shall not apply to any of the following:

- a. Farm buildings on the *Real Property*, if any;
- b. Electrical power transmission lines;

- c. Belfries, cupolas, spires, domes, monuments, flagpoles, chimneys, radio/television receiving antennas or chimney flues;
- d. Bulkhead, elevator, water tank, or any other similar structure or necessary mechanical appurtenance extending above the roof of any building, if such structure does not occupy more than fifty percent (50%) of the area of the roof.
- e. Solar panels.

4. Maximum Building Height for Hotels: Notwithstanding any other provision herein, the maximum *Building Height* for *Hotels* shall be 65 feet. Likewise, the maximum *Building Height* for a club house on any *Golf Course* shall be 50 feet; provided, however, the maximum *Building Height* for a *Hotel* shall apply if the club house is attached to or within a *Hotel*.

G. Building Coverage: *Building Coverage* means the area of a *Lot* covered by principal or accessory buildings or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two feet (2') of a roof overhang. Pools, pool decks and pervious drives are not included in *Building Coverage*. The maximum *Building Coverage* for the *Real Property* or any portion thereof is set forth in Table 6.1.

## 6.2 Proposed Waterfront Development Standards

The *Plan* facilitates the *Development* of up to 227 ~~residential single-family detached~~ *Lots*, excluding *Lots* that have *Villas* or *Bed and Breakfasts* that are *Guest Rooms*, on the portion of the *Real Property* directly abutting the *OCRM Critical Line*. A conceptual illustration of this *Development* is set forth in Exhibit 6.1. Further, pursuant to the Master Dock Plan attached hereto as Exhibit 6.2, the *Property Owner* will limit the number of docks developed on the *Real Property* to eighteen (18). In addition, the *Property Owner* shall adopt restrictive covenants with respect to single-family detached lots in the Rural Residential Area requiring that 50% of each *Lot* be preserved in its natural condition. In consideration of the foregoing and to incentivize the provision of a variety of housing types, the following minimum standards shall apply to single-family detached *Lots* abutting an *OCRM Critical Line* regardless of base zoning:

1. Lot Area: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *Lot* area of 12,000 square feet.

2. Lot Width: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *Lot* width of 90 feet. The average *Lot* width for all single-family detached *Lots* abutting an *OCRM Critical Line* shall be 100 feet.

3. OCRM Critical Line Buffer: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *OCRM Critical Line* buffer of 15 feet. The portion of the *Real Property* abutting the *OCRM Critical Line* shall have an average buffer width of 35 feet. Notwithstanding the foregoing, for *Lots* directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the *OCRM Critical Line* shall be 35 feet and the *Setback* from the *OCRM Critical Line* shall be 50 feet. ~~The *ARB* shall have the ability to amend the *Setback* on this portion of the *Real Property* taking into consideration *Grand Trees* or other significant trees, topography of the land, adequate *Setbacks*, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures shall comply with these standards.~~

4. OCRM Critical Line Setback: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *OCRM Critical Line Setback* of 35 feet. All accessory structures shall comply with these standards. The *ARB* shall have the ability to amend the *Setback*

on the portion of the *Real Property* zoned AG-8, taking into consideration *Grand Trees* or other significant trees, topography of the land, adequate *Setbacks*, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards.

**Table 6.1 – Building Development Standards**

	<b>Bohicket Station</b>	<b>River Village</b>	<b>Rural Residential (6)</b>	<b>Waterfront Development</b>
<b>A. LOT OCCUPATION</b>				
<b>Maximum Density (8)</b>	8 units per acre	4 units per acre	1 unit per acre	
<b>Lot Area</b>	1,600 sf.	1,600 sf.	9,000 sf.	12,000 sf.
<b>Lot Width (width/length) (3)</b>	20' min. (1:5)	18' min. (1:5)	75' min. (1:5)	90' min./100' ave.
<b>Building Coverage (4)</b>	80%	100%	50%	
<b>B. MIN. SETBACKS - PRINCIPAL BUILDING</b>				
<b>Front Setback (Principle)</b>	10' (1) (7)	10' (1) (7)	25'	
<b>Side Setback</b>	0/5' (12)	0/5' (12)	15'	
<b>Rear Setback</b>	5' min.	5' min.	25' min.	15' buffer / 35' setback(6)
<b>C. MIN. SETBACKS - ACCESSORY STRUCTURES</b>				
<b>Front Setback</b>	Bldg. setback	Bldg. setback	Bldg. setback	
<b>Side Setback</b>	3' min.	3' min.	12'	
<b>Rear Setback</b>	3'	3'	3'	
<b>D. BUILDING HEIGHT</b>				
<b>Principal Building</b>	50'	50'/65' (2)	50'/65' (2)	

Notes:

1. Zero lot line homes may be built with no setbacks on one side of the property, but must have at least 10 feet of separation between buildings.
2. 65' building height should only apply to *Hotels*.
3. Width /length ratio does not apply to single-family attached dwelling units.
4. Pervious pavement for drives and pool decks, as well as the area of any pools, shall not count against *Building Coverage*.
5. ~~Any single family detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15 feet. Any single family detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line Setback of 35 feet.~~ Any residential Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15 feet and an OCRM Critical Line Setback of 35

feet. All other portions of the Real Property abutting the OCRM Critical Line shall have an average buffer width of 35 feet. The portion of the Real Property abutting the OCRM Critical Line shall have an average buffer width of 35 feet. Notwithstanding the foregoing, For Lots directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the OCRM Critical Line shall be 35 feet and the Setback from the OCRM Critical Line shall be 50 feet. The ARB shall have the ability to amend the Setback on this portion of the Real Property zoned AG-8 taking into consideration Grand Trees or other significant trees, topography of the land, adequate Setbacks, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards.

6. The Building Development Standards of the River Village shall apply in lieu of the standards in this column to any single family attached housing or duplexes in the Rural Residential; however, no more than 175 single family attached units and duplexes shall be constructed in the Rural Residential. No multifamily units shall be allowed in the Rural Residential.

7. Front setback standards shall not apply to non-residential uses. There shall be no front setback requirement for non-residential uses, including retail commercial and office buildings, in Bohicket Station and the River Village, so that buildings may be constructed and sited in a more urban configuration right up to the right of way with entrances from the sidewalk and angled parking along the street.

8. The respective per-acre maximum densities for Bohicket Station, the River Village, and the Rural Residential shall be calculated for each based on the total acreage of each divided by the number of Dwelling Units on that entire tract, not per subdivision plat or per Lot.

**SECTION 7 – DEVELOPMENT SCHEDULE**

A. Commencement Date: The *Project* will be deemed to commence *Development* upon the *Effective Date* of the *Agreement*.

B. Interim Completion Dates: The *Property Owner* estimates that during the years after the *Effective Date*, the following percentages of the undeveloped highlands within the *Real Property* will be developed:

<u>Year</u>	<u>Percentage Complete</u>
5	0-25%
10	26-50%
15	51-75%
20	76-100%

As such, a generalized phasing plan for the *Real Property*, showing a conceptual illustration of the *Development* which may be implemented on the *Real Property* 5 years, 10 years, 15 years, and 20 years after the *Effective Date* of the *Agreement* is attached hereto as Exhibit 7.1.

C. Completion Date: The *Property Owner* projects that the *Project* should be substantially completed (i.e. essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) twenty (20) years from the start of development.

D. Modification of Commencement or Completion Date: The *County* recognizes the *Development* on the *Real Property* will include a variety of uses and that demand, cost, environmental factors, and other pertinent financial and feasibility considerations fluctuate. Accordingly, the commencement date and schedule of completion set forth in this *Agreement* are estimates only. The timing of the actual *Development* of the *Project* will likely differ because of the multiple variables influencing it. The *Parties* agree that the commencement date, interim completion dates, and completion date are therefore subject to modification and that the *Property Owner* may provide to the *County* updated schedules which shall not constitute an amendment of this *Agreement* triggering the process for approval of amendments set forth in the *Agreement*.

## SECTION 8 – OPEN SPACE AND BUFFER STANDARDS

**8.1 Open Space:** 635.31 acres of the *Real Property*, as delineated in Table 8.1, will be preserved or enhanced as open space or common open space (both as defined in Chapter 12 of the *ZLDR*) to provide an amenity to the residents and visitors of the *Real Property*. The *Property Owner* shall preserve or develop a minimum of fifty percent (50%) of the combined highland and freshwater wetlands on the *Real Property* as open space/common open space, totaling 635.31 acres. The following guidelines for open space, and no others, shall apply to the *Real Property*:

1. Park Spaces: The *Property Owner* will provide the following park types in the approximate locations set forth in the Open Space Plan attached as Exhibit 8.1 and based upon the specifications set forth in Exhibit 8.2:

- (3) Neighborhood Focal Point Parks
- (1) Boat Landing
- (1) Recreational Park
- (2) Waterfront Parks
- Golf course(s) with up to 36 holes (or other active or passive outdoor recreational amenities of equivalent acreage)
- Playgrounds as, and where determined by, the *Property Owner*

2. The *Property Owner* shall use best efforts to locate open space as reasonably necessary to preserve significant natural, cultural, archaeological, and historical resources on the *Real Property*. The *Property Owner* shall preserve or enhance over three (3) miles of the waterfront edge (the portion of the *Real Property* directly abutting an *OCRM Critical Line*) as open space or common open space. This preserved area shall include, but not be limited to, the two (2) waterfront parks and one (1) boat landing referred to previously in this section 8 of the *Plan*.

3. Open space which the *Property Owner* designates to be set aside for dedication to the public or the residents of the *Real Property* or any portion thereof shall be detailed on each sketch plan and recorded with a final plat or separate instrument with respect to that portion of the *Real Property* as *Development* progresses.

4. Open space should be useable to the new residents and visitors of the *Real Property* (or portions thereof) and others.

5. Residential builders shall use best efforts to maximize the orientation of residential *Lots* toward open space, common open space, natural areas, parks, marshes, wetlands, and the adjacent Johns Island County Park and Mullet Hall Equestrian Center. Open space should be designed to provide a significant amenity to the residents, visitors, and others who will interact with the open space on a daily basis.

6. The total combined acreage of freshwater wetlands, detention ponds, and buffers to be used as open space shall not comprise more than forty percent (40%) of the proposed open space herein.

7. Land enhanced or preserved as open space shall not be occupied by streets, drives, parking areas, or structures, unless such streets, drives, parking areas, or structures are pervious to stormwater.

8. A minimum of four (4) acres of farmland will be retained as community gardens.



9. The transfer and maintenance of open space and common open space will depend upon the circumstances. With respect to freshwater wetlands, water bodies, salt marsh, salt water ponds, and marsh islands, the *Property Owner* may (1) retain, preserve, and maintain this area or any portion thereof itself or through a related entity; (2) subject this area or any portion thereof to a conservation easement in favor of a qualified entity for preservation and maintenance; or (3) transfer this area or any portion thereof for ownership and maintenance to the public, an *Association*, or a qualified *Local Government*. With respect to any and all *Golf Courses*, water-dependant uses, or other active outdoor recreational areas, these areas or any portion thereof may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity (for profit or not for profit); (3) be owned and maintained by a third party (for profit or not for profit); or (4) be dedicated to the public for ownership and maintenance. With respect to the existing cemeteries, bald eagle nests, and other areas of natural, cultural, or historical significance specifically set forth further in the *Plan*, the *Property Owner* shall transfer, maintain, enhance, and/or preserve these areas as set forth further in section 14 of the *Plan*.

Table 8.1 Open Space

<b>Total Property</b>	1,427.81 acres			
<b>Total Highland</b>	1270.61 acres	100%		
<b>Minimum Highland Open Space</b>	635.31 acres	50%		
<b>Highland Open Space</b>			394.41 acres	28%
<b>Freshwater Wetland &amp; Impoundments</b>			240.90 acres	17%
<b>OCRM Critical Area Impoundments</b>			157.20 acres	11%
<b>Private Lots (50% of lot)</b>			130 acres (1)	9%
<b>Total</b>			922.51 acres	65%

Notes:

1. The total acreage of preserved area within private *Lot* lines will vary based on the number of *Lots* developed on the Rural Residential portion of the *Real Property*.

## 8.2 **Buffers and Screening**

The following shall replace the processes set forth in Article 9.5 of the *ZLDR*:

A. Golf Course Use Permitted: When feasible, *Golf Course* uses shall be permitted within any required buffers on the *Real Property* excluding *OCRM* buffers and perimeter buffers. In the event the *Property Owner* elects to designate a required buffer for *Golf Course* use, the requirements for materials, location, width, and other buffering criteria in this Paragraph shall not apply.

B. OCRM Critical Line Buffers: The following buffer standards shall apply to *OCRM Critical Line* buffers on the *Real Property*:

1. Minimum Buffers: ~~Any single-family detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15 feet.~~ The portion of the *Real Property* abutting the *OCRM Critical Line* shall have an average buffer width of 35 feet with a minimum OCRM Critical Line buffer of 15 feet. Notwithstanding the foregoing, ~~For Lots~~ directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the *OCRM Critical Line* shall be 35 feet ~~and the Setback from the OCRM Critical Line shall be 50 feet.~~ ~~The ARB shall have the ability to amend the Setback on this portion of the Real Property taking into consideration Grand Trees or other significant trees, topography of the land, adequate Setbacks, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures shall comply with these standards.~~

2. Prohibited Activities: The following activities are specifically prohibited in an *OCRM Critical Line* buffer area:

- a. Removal, excavation or disturbance of the soil, except for minimal disturbance associated with the planting of shrubs or trees for landscaping;
- b. Grassed lawns requiring regular maintenance such as herbicides, pesticides, fertilizers, and frequent mowing;
- c. Gardens, fences, or structures, except for permitted crossings;
- d. Paved or other impervious surfaces; however, unpaved or pervious *Community Ways* shall be permitted;
- e. Destruction or addition of plant life which would alter the existing pattern of vegetation.

3. Exceptions to OCRM Critical Line Buffers. The Property Owner shall be allowed the following exceptions for alteration of the *OCRM Critical Line* Buffers:

a. Village Green: An Open Space area not to exceed 50 feet in width, which may include a deck, shall be allowed to intrude into the *OCRM Critical Line* setback and buffer up to the *OCRM Critical Line* in one location as generally shown on the non-binding illustration attached as Exhibit 8.3.

b. Saltwater Wetlands Mitigation. *Property Owner* shall be allowed to disturb the *OCRM Critical Line* Buffer and conduct activity in the *OCRM Critical Line* Buffer only as necessary, and with the minimal amount of impact and variance from the *OCRM Critical Line* Buffer requirements as determined by the Zoning and Planning Department Director, in order to accomplish the saltwater wetlands mitigation approved by the United States Army Corps of Engineers in its letter dated April 4, 2017, copy attached as Exhibit 8.4 hereto.

c. Causeways. Notwithstanding any other provisions herein, no OCRM Critical Line Buffer shall be required for the causeways within the Real Property.

d. Utilities. *Property Owner* shall be allowed to cross the *OCRM Critical Line Buffer* to install, maintain, and repair underground utilities if permitted by appropriate state and federal authorities where applicable. Any such underground utilities will require review and approval in accordance with the requirements of ZLDR Sec. 3.7, Site Plan Review, and all other applicable sections of the ZLDR. If the installation, maintenance, or repair of the underground utility results in the removal of vegetation in the *OCRM Critical Line Buffer*, the *-Property Owner* shall submit a landscaping plan for the revegetation of the Buffer along with a planting schedule for review and approval by the Planning Director as part of the Site Plan Review process or subdivision review process. Removal of Protected or Grand Trees shall be in compliance with Section 9.B of the Plan ZLDR Art. 9.4.

C. Perimeter Buffers:

1. Generally: The *Property Owner* shall provide a natural buffer, at least twenty-five feet (25') wide, between the perimeter of the *Real Property* and an adjacent property titled to an unrelated party on the *Effective Date*; provided, however, this provision shall not require the *Property Owner* to provide a buffer between the *Real Property* and any adjacent property acquired by the *Property Owner* or a related entity after the *Effective Date*. This perimeter buffer is illustrated in the Perimeter Buffer Plan attached hereto as Exhibit 8.1.

2. Betsy Kerrison Parkway: The *Property Owner* shall provide for at least a fifty foot (50') wide buffer from the public right-of-way along Betsy Kerrison Parkway. This buffer is also illustrated in Exhibit 8.1.

3. Buffers Provided on Adjacent Property: A perimeter buffer will not be required when an adjacent property has a pre-existing natural or man-made buffer (e.g. Park) of at least twenty-five feet (25') or is used for a golf course on the *Effective Date*.

D. Internal Buffers: Certain internal buffers will be required for adjacent uses according to Table 8.2.

E. Right-of-Way Buffers. The provisions of Article 9.5.4.A of the ZLDR shall not apply to the right-of-ways within the *Real Property* except for the provisions in Section 8.2.C.2 above pertaining to the Betsy Kerrison Parkway.

~~E~~F. Buffer Materials:

1. Perimeter Buffers: The existing vegetation within a required perimeter buffer will be protected, when reasonable. Unless otherwise precluded by state law, the *Property Owner* shall have the right to perform select clearing and landscaping within a required perimeter buffer; provided, however, the *Property Owner* shall eliminate or reduce dirt, litter, noise, glare of lights, and unsightly buildings or parking areas in a required perimeter buffer. Select clearing within a required perimeter buffer shall be consistent with improvements to the buffers in the general vicinity. Select clearing within a required perimeter buffer shall not allow for the removal of protected trees. Furthermore, this select clearing shall not include trimming limbs more than eight feet (8') above ground level. The desired effect is a mature, natural vegetative buffer. Gates, walls, fences, lighting, signage, driveways, *Community Ways*, and curb-cuts will be allowed in buffers to

complement edge conditions. Notwithstanding the foregoing, the *Property Owner* may establish a park or *Golf Course* use within a perimeter buffer when feasible.

2. Internal Buffers: Any material requirements for internal buffers will be considered on a case-by-case basis as deemed necessary by the *ARB* to complement and enhance the overall aesthetics and character of the *Real Property*; provided, however, gates, walls, fences, lighting, signage, driveways, *Community Ways*, and curb-cuts will be allowed in internal buffer areas on the *Real Property*, subject to *ARB* approval. Public or private parks, recreational areas, and *Golf Course* uses shall not require additional buffering material.

F. Cemetery Buffers: Three (3) cemeteries, designated in the Cultural Resources Survey procured by the *Property Owner* as 38CH1540, 38CH1548, and 38CH1549, will not be developed except as provided herein. Additionally, as recommended in the survey, 38CH1540 will have a fifty foot (50') minimum buffer, 38CH1548 will have a twenty-five foot (25') minimum buffer, and 38CH1549 will have a fifty foot (50') minimum buffer. All three cemetery sites will have construction fences erected for their protection during all phases of construction activity. As further recommended in the survey, the *Property Owner* will remove all trees in the cemeteries of 5-inches DBH or less in diameter. The remaining trees will be pruned for crown cleaning and overall restoration. No tree survey or other *County* permits shall be required for such clearing and restoration.

G. Determination of Required Buffers. The following procedure shall be used in determining which of the buffer types in the Land Use Buffer Table (Table 8.2) apply:

1. Determine the type of use proposed for the site that is being developed. This is the "Proposed Use" (Column 1);
2. Determine the use, or proposed use if undeveloped on the adjacent parcel. This is shown on Row 1;
3. The intersection of the proposed use in Column 1, and the adjacent use in Row 1 is the required landscape buffer width;
4. Contact the *ARB* for the required plantings within the buffer.

**8.3 Restrictions on Single-Family Detached Lots:** The *Property Owner* shall adopt restrictive covenants, enforced by the *ARB*, applicable to single-family detached *Lots* (as defined in Chapter 12 of the *ZLDR*) on the Rural Residential portion of the *Real Property* to ensure a greater percentage of these *Lots* are preserved in their natural state, as *Pervious Cover*. This acreage, which constitutes approximately 130 acres of the *Real Property*, is not included in the calculations for minimum highland open space and common open space in Table 8.1.

**Table 8.2 – Internal Buffers**  
Land Use Buffers shall be provided along side and rear yards in accordance with the minimum requirements contained in Table 8.2, Internal Buffers

Proposed Uses	Use or Zoning of Adjacent Property									
	Single Family Detached	Commercial	Office	Civic/ Institutional	Golf	Multi-Family/Single Family Attached	Inn/Hotel/ B&B	Lodging - Villas	Retirement Housing	Wastewater Pump Station
Single Family Detached	0'	<del>10'</del>	<del>10'</del>	<del>10'</del>	0'	0'	<del>0</del> 15'	0'	<u>0</u>	0'
Commercial	10'	0'	0'	0'	<del>20'</del>	<del>20'</del>	0'	<del>10'</del>	<u>0</u>	0'
Office	10'	0'	0'	0'	<del>20'</del>	0'	0'	<del>10'</del>	<u>0</u>	0'
Civic/Institutional	10'	0'	0'	0'	<del>20'</del>	<del>20'</del>	0'	<del>10'</del>	<u>0</u>	0'
Golf	0'	20'	20'	20'	0'	0'	0'	0'	<u>20</u>	0'
Multi-Family/Single Family Attached	0'	<del>20'</del>	<del>20'</del>	<del>20'</del>	0'	0'	<del>0</del> 15'	0'	<u>0</u>	0'
Lodging - Inn/Hotel/B&B	15'	0'	0'	0'	0'	<del>15</del> 0'	0'	15'	<u>15</u>	0'
Lodging - Villas	0'	0'	0'	0'	0'	0'	<del>15</del> 0'	0'	<u>0</u>	0'
Retirement Housing	<u>10'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0</u>	<u>0</u>
Wastewater Pump Station	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0'</u>	<u>0</u>	0
Wastewater Treatment Plant	25'	<del>150'</del>	<del>150'</del>	<del>150'</del>	0'	25'	<del>250'</del>	25'	<u>25</u>	0'

\* Buffer width may be reduced to 5' with the addition of a 6' privacy fence.

Notes:

1. All landscape requirements for buffers shall be defined and governed by the ARB
2. Modifications to internal buffers may be reviewed and approved by the ARB on a case-by-case basis as deemed necessary by the ARB to complement and enhance the overall aesthetics and character of the *Real Property*.

Minimum buffer landscaping (Plants per 100 linear feet)

- (2) Canopy Trees (2.5" caliper and 12 feet in height)
- (20) Shrubs (3 gallon and 18" to 24" in height or spread)

## SECTION 9 – TREE PROTECTION STANDARDS

A. Tree Surveys: The *Property Owner* shall provide a tree survey to the Planning Director delineating all *Grand Trees* and *Protected Trees* on a portion of the *Real Property* prior to obtaining any development approvals or permits for that phase of the *Project*. This tree survey shall comply with the requirements of Article 9.4 of the *ZLDR*, as modified in Appendix B.

B. Tree Removal, Replacement, Protection, Preservation and Mitigation: Article 9.4 of the *ZLDR*, as modified in Appendix B, shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the *Real Property* or any portion thereof; provided, however, the *ARB* shall be permitted to modify these standards and, upon approval by the Planning Director, these modifications shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the *Real Property* or any portion thereof. Notwithstanding the foregoing, the *ARB* shall not be permitted to modify the tree removal, replacement, protection, preservation and mitigation requirements for *Grand Trees* (as delineated on the tree survey) set forth in Article 9.4 of the *ZLDR*, as modified in Appendix B. The County Board of Zoning Appeals shall have sole and exclusive jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for *Grand Trees* (as delineated on the tree survey) set forth in Article 9.4 of the *ZLDR*, as modified in Appendix B. The Board of Zoning Appeals shall exercise this jurisdiction consistent with the procedural and approval criteria in the *ZLDR*. The *ARB* shall have sole jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for all other *Protected Trees* (as delineated in the tree survey). The *ARB* shall give special consideration to the *Golf Course*, wastewater treatment facility, and any portion of the *Real Property* developed pursuant to a traditional neighborhood design. For such portions of the *Real Property*, the *ARB* shall permit removal of *Protected Trees* upon appropriate mitigation by the *Property Owner*. If healthy laurel oaks or water oaks with a DBH of 24 inches or greater are removed, the Property Owner shall implement inch per caliper inch mitigation as directed or approved by the Planning Director. The health of the trees shall be determined by the Planning Director.

**SECTION 10 – PARKING STANDARDS**

A. Generally: The Parking and Loading Regulations in Article 9.3 of the ZLDR, and no others, shall apply to the *Real Property* or any portion thereof; provided, however, the off-site parking standards of Article 9.3.4.B of the ZLDR shall be modified for non-residential Developments and Villas that are Guest Rooms to allow up to 100% of the required parking to be off-site at a location on the Real Property and to allow portions of the required parking to be satisfied by on-street parking as further shown in the modifications to Article 9.3.4.B of the ZLDR in Appendix B to the Development Agreement for the Real Property; and, provided further, however, the following shared parking guidelines Table 10.2 may be utilized in the River Village and Bohicket Station to accommodate a mix of uses on the *Real Property*:

**Table 10.1: Required Parking Standards**

Use Type	<u>Rural Residential</u>	<u>River Village and Bohicket Station</u>
<b>Residential, including Retirement Housing</b>	2.0/Dwelling Unit	1.0/Dwelling Unit
<b>Lodging (incl. Hotels, Inns, Bed and Breakfasts, and Villas)</b>	1.0/Guest Room	1.0/Guest Room
<b>Office</b>	3.0/1,000 square feet	2.0/1,000 square feet
<b>Retail</b>	4.0/1,000 square feet	3.0/1,000 square feet
<b>All Other</b>	To be determined by ARB (1)	To be determined by ARB (1)

1. In establishing the required minimum of off-street parking, the ARB may consider the following in making a reasonable determination of the projected parking needs: the nature of the use(s), the availability of on-street parking, anticipated access by non-vehicular means (i.e., pedestrian, bicycle, golf cart, etc.), peak and off-peak parking projections, recognized standards for determining adequate parking spaces, any qualified professional assessments of particular parking needs, and any other factors the ARB deems pertinent.
- ~~1. Nearby on-street parking may be counted towards the off-street parking requirements for non-residential uses.~~

**Table 10.2: Shared Parking Standards**

	<b>Residential</b>	<b>Lodging</b>	<b>Office</b>	<b>Retail</b>
<b>Residential, including Retirement Housing</b>	1	1.1	1.4	1.2
<b>Lodging</b>	1.1	1.0	1.7	1.3
<b>Office</b>	1.4	1.7	1.0	1.2
<b>Retail</b>	1.2	1.3	1.2	1.0

Notwithstanding the foregoing, the *Property Owner* shall have the right to utilize on-street parallel and angle parking (to include 90 degree parking) on private *Thoroughfares* on the *Real Property*, if such parking does not present a significant safety hazard with respect to the particular *Thoroughfare*.



## SECTION 11 – THOROUGHFARE STANDARDS

1. Definition: “*Thoroughfare*” means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open space, consisting of vehicular lanes and their adjacent rights-of-way.

2. County Road Construction Standards: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for public roads set forth in the County Road Construction Standards, described in the *ZLDR*, with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the County Road Construction Standards described in the *ZLDR* with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public.

3. Design and Installation: The *Property Owner* shall develop and install *Thoroughfares* and their related infrastructure on the *Real Property*. The *Property Owner* may develop any or all of the *Thoroughfares* on the *Real Property* as public or private; provided, however, any *Thoroughfares* to be offered for dedication to the public will comply with the County Road Construction Standards described in the *ZLDR*.

4. Private Thoroughfares: Exhibits 11.1 and 11.2 provide an illustration of the typical private *Thoroughfare* sections which may be implemented on the *Real Property*, including typical utility placements within private *Thoroughfares*. Exhibit 11.3 shows the vehicular lanes and parking assemblies which may be utilized for private *Thoroughfares* on the *Real Property* or designated portions thereof. Exhibit 11.4 shows the conceptual road framework which may be implemented for private *Thoroughfares* on the *Real Property*. Notwithstanding those exhibits, the *Property Owner* may determine the precise configuration and location of any and all private *Thoroughfares* on the *Real Property*; provided, however, the *Property Owner* has a qualified engineer determine that their configuration and location does not present a significant safety hazard.

5. Ownership and Maintenance: The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep on any and all *Thoroughfares* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public in conformity with the County Road Construction Standards described in the *ZLDR*. All alleys shall be maintained and owned by the *Property Owner*, a related entity, or an *Association*.

6. Paving: Any and all public *Thoroughfares* installed on the *Real Property* shall be paved in accordance with the public road standards in the County Road Construction Standards, described in the *ZLDR*. To preserve the existing rural character of the *Real Property* or portions thereof, the *Property Owner* may retain existing unpaved, private *Thoroughfares* and/or install other unpaved, private *Thoroughfares* on the *Real Property* or portions thereof.

7. Internal Access: The *Property Owner* may limit access to private *Thoroughfares* on the *Real Property* or portions thereof through the use of a security gate or other similar method. Access to public *Thoroughfares* may NOT be similarly limited. All *Thoroughfares* on the *Real Property*, whether public or private, shall have direct or indirect access to Betsy Kerrison Parkway and Mullet Hall Road.

8. Construction Access: Construction traffic will be routed along Mullet Hall Road, at the location illustrated in Exhibit 14.1. Prior to construction of Phase 1, the *Property Owner* shall finance an inspection of Mullet Hall Road to determine and record its current condition. The *Property Owner* will provide a report defining the base line condition of Mullet Hall Road and providing an ultimate road section recommendation to accommodate projected traffic for build-out of the *Project*. This report will be

submitted to *DOT* for review and approval. The *Property Owner* will then provide *DOT* with an engineer-certified construction cost estimate for any repairs and other improvements needed as specified in the report, as well as a letter of credit or bond ensuring the work will take place within a mutually agreeable time frame. The *Property Owner* will continue to coordinate any improvements or maintenance of Mullet Hall Road with *DOT* during the *Project*. The Charleston County Parks and Recreation Commission, which uses Mullet Hall Road for primary access to the Johns Island County Park and Mullet Hall Equestrian Center, has consented to this procedure via letter of coordination attached hereto as Exhibit 11.5. A letter of coordination from *DOT* will be obtained prior to phase 1 construction and such letter will address the use of Mullet Hall Road as a secondary entrance to the proposed development and will state any required mitigation.

9. Connections with Adjacent Properties: The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations illustrated in Exhibit 4.1. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties.

## SECTION 12 – ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS

The Architectural and Landscaping Design requirements of the ZLDR do not apply. The ARB shall develop and administer the architectural and landscaping requirements for the Real Property as provided in the Covenants. The Property Owner shall provide the Planning Director a copy of the ARB approval of the architectural and landscaping design as part of each Development application. ~~regulations set forth in the ZLDR shall apply to the Real Property; provided, however, the Property Owner may adopt more restrictive architectural and landscaping guidelines for the Real Property or a portion thereof and, upon approval by the Planning Director, such guidelines shall apply in lieu of the architectural and landscaping regulations in the ZLDR.~~ Exhibits 12.1, ~~and 12.2, 12.3, and 12.4~~ illustrate the architecture and landscaping which may be incorporated on the *Real Property* or portions thereof. The *Property Owner* shall adopt restrictive covenants with respect to Single-Family Detached *Lots* located on the Rural Residential portion of the *Real Property*, requiring at least 50% of each *Lot* be preserved in its natural habitat. These guidelines intend to be similar in content and character to Kiawah Island Community Association Guidelines “Designing with Nature”.

## SECTION 13 – SIGNAGE STANDARDS

1. The *Property Owner* shall provide a master signage plan to the ~~ARB-Planning Director~~, for review and approval, for each phase of the *Project* and must provide the ARB's written approval of that phase's master signage plan to the Planning Director prior to obtaining a certificate of occupancy for any portion of that phase of the *Project*. ~~Review and approval shall be based upon the sign regulations applicable to the Real Property and shall not be unreasonably withheld. The sign regulations in Article 9.11 of the ZLDR, as set forth in Appendix B, and no others, shall apply to the Real Property; provided, however, the Property Owner may adopt sign guidelines for the Real Property or a portion thereof and, upon approval by the Planning Director, such guidelines shall apply in lieu of the sign regulations in the ZLDR; and further provided the sign regulations in section 13.2 of this Plan shall apply. Notwithstanding the foregoing, the standards contained within Article 9.11 of the ZLDR shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road.~~

2. Upon approval by the ARB, off-premises signs shall be permitted on any portion of the *Real Property* to the extent such signs advertise a business or other area located or to be located on another portion of the *Real Property*. Upon approval by the ARB, off-premises signs may advertise more than one business or other area located on or to be located on the *Real Property*; provided, however, each business must be located on the *Real Property*.

## SECTION 14 – GENERAL FACILITIES

A. Generally: This section addresses the *Facilities*, including public infrastructure improvements, which are necessary to support the *Development*. The *Property Owner* shall only be responsible for those specific *Facilities* that the *Property Owner* expressly undertakes to install and maintain herein. The remainder of the *Facilities* listed herein shall be installed and maintained by the applicable service providers. Accordingly, letters of coordination with each of these service providers are included in Appendix F.

B. Certification of Completion Concurrent with Impact: Although the nature of this long term *Project* prevents the *Property Owner* from now providing exact completion dates, the *Property Owner* certifies that the specific services and *Facilities*, including public infrastructure improvements, that the *Property Owner* expressly undertakes to install will be in place, or if not fully in place, the cost of their construction fully bonded or letter of credit posted at a sufficient time to ensure availability concurrent with the impacts of the *Development* and consistent with the Schedule of *Development* set forth in section 7 of the *Plan*. Subject to compliance with applicable law and with all provisions of the *Agreement*, the *County* hereby authorizes the *Property Owner* to install all *Facilities* which the *Property Owner* has undertaken to provide herein.

C. Overall Economic and Fiscal Impact: The *Property Owner* has procured an extensive economic and fiscal impact analysis of the proposed *Development*, prepared by the Regional Dynamics and Economic Modeling Laboratory at the Strom Thurmond Institute of Government at Clemson University and attached hereto as Appendix C. Further, a more detailed analysis of the fiscal impact of the *Project* on governmental services and infrastructure, as well as a capital improvements program designed to implement necessary infrastructure improvements as the *Project* progresses, is attached hereto as Appendix D (The Fiscal Impact of Kiawah River Plantation on Charleston County, dated December 18, 2009). Both of these analyses project a positive net fiscal impact for the *County*, with additional revenue received by the *County* as a result of the *Development* more than sufficient to cover the additional expenditure burden for the *County* generated by the *Development*.

### D. Traffic Considerations

1. Traffic Study and Mitigation Plan: The *Property Owner* has procured a Traffic Impact Analysis and Mitigation Plan prepared by Kubilins Transportation Group, Inc., a copy of which is attached hereto as Appendix E. This study analyzes the traffic operations within the area of influence and provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. A proof-of-coordination letter with *DOT* is also included in Appendix F.

2. Scope of Study: The area of influence of the study site, as indicated by *DOT*, includes the following four (4) existing and one (1) proposed intersections:

- a. Maybank Highway (SC 700) and River Road (S-10-91) (signalized);
- b. Maybank Highway (SC 700) and Bohicket Road/Main Road (S-10-20) (signalized);
- c. Bohicket Road/Betsy Kerrison Parkway and River Road (S-10-20) (signalized);
- d. River Road (S-10-91) and Mullet Hall Road/Site Access (unsignalized); and

e. Betsy Kerrison Parkway and Village Site Access (proposed signal).

3. Site Access: The *Development* will be served by two (2) full-movement access points. The primary access point for the *Development* will be located at Betsy Kerrison Parkway. The secondary access point for the *Development* will be located at Mullet Hall Road. There are no recommended improvements to Mullet Hall Road. Unless otherwise required by *DOT* or the *County* for compliance with the County's Road Construction Standards as set forth in the *ZLDR*, the *Property Owner* shall use landscaping, turn lane improvements, and other similar devices to induce residents and visitors to use Betsy Kerrison Parkway as the primary access point for the *Real Property*. The Betsy Kerrison Parkway entrance will be used by the *Property Owner* as its "marketing window," and any on-line or other advertisements and marketing materials will direct people to the Betsy Kerrison Parkway entrance. The following improvements are recommended to ensure proper site access at Betsy Kerrison Parkway:

- i. Construct a full-movement access drive with one (1) ingress lane and two (2) egress lanes. The egress lanes should be configured as a separate left turn lane with 150 feet of storage and the through lane shall terminate as a right turn lane. 150 feet of internal protected storage should also be provided.
- ii. Construct a dedicated left-turn lane on the southbound approach of Betsy Kerrison Parkway with 150 feet of storage with appropriate tapers.
- iii. Construct a dedicated right-turn lane on the northbound approach of Betsy Kerrison Parkway with 100 feet of storage with appropriate tapers.
- iv. Install traffic signal control upon meeting the appropriate MUTCD and SCDOT traffic signal control warrants.

The *Property Owner* shall construct or finance the construction of the referenced improvements (or such other improvements as shall be recommended in consultation with *DOT*) after obtaining all applicable permits and approvals from *DOT* as these improvements are deemed necessary by *DOT*. The *Property Owner* shall complete the first three (iii) of the above-stated improvements concurrently with the completion of Phase 1 construction. The *Property Owner* shall complete the final recommended improvement (iv) when required in coordination with *DOT*. The *Property Owner* will dedicate any applicable public improvements associated with this primary access point to the public for maintenance in accordance with applicable law and provide any applicable maintenance bond in coordination with *DOT*.

4. Initial Development Capacity: The study analyzed the amount of *Development* and resultant traffic that can be handled without operational impacts to the major facilities and intersections on Johns Island. The analysis determined that the following amount of *Development* could be constructed over the next several years without any significant impact to the intersections or roadway network that would require improvements:

- 105 Single Family Homes
- 315 Recreational Homes
- 40 Workforce Apartments
- 350 Guest Rooms

- 35,000 square feet of *GLA* in the Bohicket Station Tract, as delineated in Exhibit 4.1 of the *Plan*
- 20,000 square feet of *GLA* within the Mullet Hall Tract, as delineated in Exhibit 4.1 of the *Plan*
- An 18-hole golf course

Further, Kublins Transportation Group, Inc. has prepared a land-use equivalency matrix, attached to the *Agreement* as Appendix E-1, which permits a ready conversion of the traffic impact (number of peak hour trips generated) from one proposed use to another. The *Property Owner* shall fund an independent supplemental traffic study (the cost of which shall not exceed \$20,000.00) and provide a proposed mitigation and implementation plan for the *County's* review and approval after the *Development* has reached 2/3 of the "Initial Development Capacity" as set forth in the initial traffic impact analysis, prepared as part of the *Agreement*, as such "Initial Development Capacity" may be converted by Appendix E-1.

E. Wastewater Treatment: The *Property Owner* will provide suitable wastewater treatment or septic to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after obtaining all applicable permits and approvals from regulatory agencies and governmental entities. Any wastewater treatment system shall be subject to best management practices. The proposed wastewater treatment facility will comply with the Charleston County 208 Water Quality Management Plan and all BCDCOG and *DHEC* requirements, including the *DHEC* permitting requirements that the *Property Owner* provide financial protections for the continued economic viability of the system and that the system be managed by a class A licensed operator.

F. Potable Water: St. John's Water Company will provide potable water to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after obtaining all applicable permits and approvals from regulatory agencies. Water supply for the *Development* will be via two (2) connections: (1) an existing, twenty-four-inch (24") diameter water transmission main on Betsy Kerrison Boulevard; and (2) an existing six-inch (6") diameter water main on Mullet Hall Road. The existing water main on Mullet Hall Road will likely need to be upsized in the future to supply sufficient fire-flow. The new system will be designed and constructed to supply sufficient fire suppressing flow based on the requirements of the Insurance Services Office (ISO), as well as the Charleston County Building Department. A Preliminary Master Water Plan is attached to the *Plan* as Exhibit 14.1. Prior to the construction of Phase 1, a more in-depth water model will be created in order to properly size all mains. The new water distribution system will be designed to meet the requirements of the St. Johns Water Company and *DHEC*. Applicable impact fees will be paid to St. Johns Water Company in order to offset any capital improvement upgrades that will be needed for the system. A proof-of-coordination letter with St. Johns Water Company is included in Appendix F. Unless otherwise provided with respect to *Lots* served by a well, the *Property Owner* shall design and construct facilities necessary for the transmission and distribution of potable water to all *Lots* and *Dwelling Units* on the *Real Property*. The *Property Owner* shall transfer facilities for the transmission and distribution of potable water, including necessary easements, to St. Johns Water Co.

G. Drainage:

1. Stormwater Master Plan: A Stormwater Master Plan for the *Real Property* is attached to the *Agreement* as Appendix H. The *Property Owner* shall provide sufficient drainage for the *Development* of the *Real Property*. The *Property Owner* shall not impair or diminish the drainage currently flowing through the *Real Property*. The *Property Owner* shall not impede such drainage during construction or during land disturbance activities on the *Real Property* and shall provide comparable drainage at a substitute location, if necessary.

2. County Stormwater Ordinance: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for drainage set forth in the *County Stormwater Ordinance*. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the *County Stormwater Ordinance*.

3. Coordination with County Public Works Department: The *Property Owner* will continue to coordinate with the Stormwater Division of the *County's* Public Works Department to ensure that all publicly-dedicated, constructed and accepted drainage-related capital improvements (or portions thereof) and operating expenses relating to drainage directly attributable to the *Project* and the *Development* are paid for, through property tax revenue or otherwise, during the build-out of the *Project* and concurrent with impacts from the *Development*, as well as to ensure that all improvements constructed on the *Real Property* comply with the *County's* Stormwater Ordinance. The *Property Owner* shall obtain all applicable permits and approvals relating to drainage before beginning each phase of the *Project*.

4. Maintenance: Any and all drainage infrastructure designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the drainage infrastructure and facilities on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public.

H. Fire Protection: All access roads and parking areas will be constructed to facilitate fire equipment access. Representatives of the *Property Owner* have coordinated with the St. John's Fire Department to discuss the *Development*, including proposed road sections. The *Property Owner* will continue to coordinate with St. John's Fire Department through the life of this *Agreement*. The *Property Owner* will provide capital items as stated in section 14.P of this *Plan*.

I. Police Protection: All access drives and parking areas will be lighted to improve security and reduce vehicle thefts. The proposed *Development* will foster community involvement, which will aid in the prevention of crime through citizen activism. Also, the proposed traffic improvements referenced in Appendix E should maintain or improve current response times to this and adjacent sites. A proof-of-coordination letter with the Charleston County Sheriff's Office is included in Appendix F.

J. Emergency Medical Services: Charleston County EMS provides emergency medical services to the citizens of Charleston County. Accordingly, a proof-of-coordination letter with Charleston County EMS is included in Appendix F.

K. Solid Waste Collection: Trash collection will be provided by the *Property Owner* for all residential, commercial, institutional, retail and office parcels on the *Real Property*. Trash collection for single-family parcels will be curbside. Trash collection will be from a central location, such as a Dumpster, for each separate multi-family, commercial, institutional, retail, or office site on the *Real Property*. These Dumpsters (or other containers) will be located out-of-sight in approved areas with appropriate access and screening. A proof-of-coordination letter with Suburban Disposal Services is included in Appendix F. The *Property Owner* will continue to work with the Charleston County Environmental Management Department to coordinate solid-waste related activities.

L. Education: The *Development* will be served by the Charleston County School District and area private schools. The *Development* is planned to be similar in scope and nature to the Kiawah Island and



Seabrook communities. The *Development* is expected to generate 39 new students who attend school in the district by the time of full build-out at year 20. A proof-of-coordination letter was received from the Charleston County School District stating that “all of the referenced schools currently have capacity on site to serve students in their attendance zones.” A copy of this letter is included in Appendix F.

M. Utilities: Utilities, such as electrical and gas services, cable television, high speed internet access, and telephone service, shall be made available and maintained by the appropriate service providers. All utilities shall be installed underground. The *Property Owner* shall furnish necessary easements to utility providers for water, sewer, gas, electricity, telephone, cable television, and other utilities. Adequate easements for utilities shall be reserved by the *Property Owner* in conveyances of *Lots, Dwelling Units, and Development Parcels*. The location and size of such easements shall be determined by the *Property Owner* in consultation with the applicable service provider. Letters of coordination from Berkeley Electric Cooperative, Inc., Comcast, and Bellsouth are included in Appendix F.

N. Hurricane Preparedness Plan: The *Property Owner* has procured a Hurricane Evacuation Plan, which is attached hereto as Appendix I. The *Property Owner* will coordinate with the Charleston County Emergency Preparedness Division and the South Carolina Emergency Management Division to ensure that the *Development* complies with applicable laws and regulations.

O. Cultural Resource Areas:

1. Cultural Resources Survey: The *Property Owner* has procured a Cultural Resources Survey of Mullet Hall Plantation, Johns Island, Charleston County, South Carolina, prepared by the Chicora Foundation, Inc., attached to the *Agreement* as Appendix J. The study examined archaeological sites and cultural resources found on the *Real Property*.

a. Cemeteries: Three (3) cemeteries, designated in the study as 38CH1540, 38CH1548, and 38CH1549, will not be developed except as provided herein. Additionally, as recommended in the study, 38CH1540 will have a fifty foot (50') minimum buffer, 38CH1548 will have a twenty-five foot (25') minimum buffer, and 38CH1549 will have a fifty foot (50') minimum buffer. All three cemetery sites will have construction fences erected for their protection during all phases of construction activity. As further recommended in the study, the *Property Owner* will remove all trees in the cemeteries of 5-inches DBH or less in diameter. The remaining trees will be pruned for crown cleaning and overall restoration. No tree survey or other *County* permits shall be required for such clearing and restoration.

b. Archaeological Resources: Upon review and approval by the State Historic Preservation Office (“SHPO”), eligible and potentially eligible archaeological resources may be either green spaced (preserved in place) or subjected to additional investigation (data recovery in the case of eligible sites or additional testing in the case of potentially eligible sites). With additional testing, the potentially eligible sites may be designated as either eligible or not eligible. Contractors shall be advised to report the discovery of any archaeological remains encountered during construction activities to the *Project* engineer, who should, in turn, report the find to SHPO. No further land-altering activities shall take place in the area of the discovery until they have been examined by an archaeologist and, if necessary, processed.

2. Memorandum of Agreement: The *Property Owner* will enter into a Memorandum of Agreement with *DHEC* and SHPO, a proposed draft of which is attached to the *Agreement* as

Appendix K, to certify the consistency of the *Development* with the Coastal Zone Management Plan and to mitigate potential impacts of the *Development* on sites which are eligible for, potentially eligible for, or currently listed in the National Register of Historic Places. The *Property Owner* will continue to coordinate with *DHEC* and *SHPO* to ensure that applicable natural and cultural resource areas on the *Real Property* are investigated, preserved and protected pursuant to state and federal law.

3. Threatened and Endangered Species Assessment: The *Property Owner* has procured a Threatened and Endangered Species Assessment, prepared by Newkirk Environmental, Inc., which, together with a May 21, 2009, update of this assessment, is attached hereto as Appendix L. The assessment was conducted to determine the occurrence of, or potential for, animal and plant species federally listed as endangered or threatened to exist within the *Real Property*. Completion of this survey complied with current state and federal regulations, including the Federal Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and the South Carolina Non-Game and Endangered Species Conservation Act. Field surveys have documented the presence of two (2) bald eagle nests within the boundaries of the *Real Property*. As a result, coordination with the Department of Natural Resources and the United States Fish & Wildlife Service is on-going in an attempt to establish guidelines for activities near the active nests. The proposed *Development* shall comply with these guidelines.

4. Flora and Fauna: The *Property Owner* will use best efforts to maintain and enhance the native plant material on the *Real Property*. Additional considerations in *Lot* configurations will be made to maintain wildlife corridors that connect this property with the surrounding natural environment.

P. Mitigation Provided Directly by the Property Owner to the County: The *Property Owner* shall provide the following amounts to mitigate the impact of the *Development*:

1. Ladder Truck: The *Property Owner* will pay \$800,000 or the actual cost, whichever is lesser, towards the purchase of a ladder truck to service the *Real Property* for St. John's Fire District on or before obtaining a building permit for the construction of any building on the *Real Property* requiring a ladder truck according to National Fire Prevention Association requirements.

2. Dedication of Land: During the term of this *Agreement*, the *Property Owner* shall set aside three (3) highland acres of the *Real Property* at a mutually agreeable location(s). At such time as the *County* requests the use of any or all of this acreage for the construction of a substation(s) for the use of St. John's Fire District, the Charleston County Sheriff's Office, the Charleston County Magistrate's Office, Charleston County EMS, and/or any other police, fire or EMS service which may acquire jurisdiction over the *Real Property* after the *Effective Date* (provided, however, the site(s) shall not be used solely by the Charleston County Magistrate's Office), the *Property Owner* shall dedicate the such acreage to the *County* as necessary for such use(s). If the *County* does not construct a substation on the dedicated site(s) within three (3) years of the dedication, the dedicated site(s) shall revert back to the *Property Owner*; provided, however, the *Property Owner* shall continue to hold the site(s) as set forth in Paragraph 16.X.2 of the *Agreement* and all of the *County's* rights in Paragraph 16.X.2 of the *Agreement* shall continue until the termination of this *Agreement*. The *County* may not request such dedication until after a certificate of occupancy has been issued for the 200<sup>th</sup> *Dwelling Unit*, unless otherwise agreed by the *Parties*.

Q. Community Ways: As used herein, a “Community Way” means a walkway of any surface type (paved or unpaved), a bicycle lane, bicycle route, bicycle trail, leisure trail, or walking trail designed for pedestrian or bicycle traffic. The *Property Owner* shall install an interconnected system of *Community Ways* on the *Real Property*. The *Property Owner* may determine the configuration, location, type, number, size, location, lighting and path surfaces of private *Community Ways* on the *Real Property*. However, any and all public *Community Ways* shall comply with the *County’s* Improvement Standards, as they exist on the *Effective Date*. The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations delineated in Exhibit 4.1 to the *Plan*. The *Property Owner’s* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner’s* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties. Any and all *Community Ways* designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the *Community Ways* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public. Upon tender of a deed from the *Property Owner* approved by the *County* attorney, the public may accept any and all *Community Ways* tendered for dedication by the *Property Owner* provided they comply with the *County’s* Improvement Standards, as they exist on the *Effective Date*.

R. Golf Carts and Personal Transportation Vehicles: Golf carts and personal transportation vehicles may be used on any *Thoroughfares*, causeways, *Community Ways*, and parking areas of the *Real Property* or any portion thereof that the *Property Owner* may designate, if consistent with state law.

S. Septic Tanks and Wells: The *Property Owner* may install septic systems and/or wells for drinking water to service *Lots* and *Dwelling Units* on the *Real Property* or portions thereof provided the septic systems and/or wells for drinking water meet state regulatory requirements. The number of *Lots* or *Dwelling Units* on the *Real Property* serviced by wells and/or septic systems shall not exceed any applicable state regulatory requirements. Any such *Lots* and *Dwelling Units* on the *Real Property* that are serviced by a septic system or well meeting applicable regulatory requirements shall not be considered non-conforming under the *County’s* *Laws* because of such septic system or well.

T. Streetlights: The *Property Owner* shall have the right to decide the location, design and number of streetlights, if any, on the *Real Property*. Any and all streetlights designed and installed on the *Real Property* may (1) be owned and maintained as *Common Areas* or (2) be owned and maintained by the *Property Owner* or a related entity. If the location of any streetlight is to be in a public right-of-way, the location must be approved by the *County’s* Director of Public Works.

U. Stoplights, Traffic Control, and Other Street Signage: The *Property Owner* may determine the configuration and location of all street and traffic control signs on the *Real Property*, the standards of which shall be determined in consultation with *DOT*. All traffic control devices within a public or private right-of-way must meet the requirements of the Manual on Uniform Traffic Control Devices.

V. Parks, Common Spaces and Buffers on the Real Property: Certain portions of the *Real Property* may contain parks, common spaces, and buffers. The *Property Owner* reserves the right to limit access and use of these to select owners, tenants or lessees on the *Real Property*, their guests, and others who may be their invitees.

W. Common Area Maintenance: Any *Association* established with respect to the *Real Property* or any portion thereof shall be responsible for maintaining the *Common Areas*, as described in any applicable *Covenants* and/or the *Agreement*.

## SECTION 15 – STATEMENTS OF COMPLIANCE

### 15.1 Agreement to Proceed with Development

The Property Owner intends to proceed with the proposed Development in accordance with the Plan, Agreement, ZLDR and Comprehensive Plan.

### 15.2 Statement of Compliance with ZLDR

This Plan complies with processes in the ZLDR.

### 15.3 Variances

The provisions of Article 3.10 of the ZLDR, relating to variances, shall ~~not~~ apply to the planned Development with respect to zoning-related dimensional, design or performance standards on individual Lots. Variance applications for trees, Setbacks, buffers, height, and maximum Lot/building coverage for individual Lots shall be processed pursuant to ZLDR Article 3.10, Zoning Variances. All ~~major~~ other proposed changes to the ~~Development Agreement and/or Planned Development must be processed as Development Agreement and Planned Development amendment applications. planned Development must be approved by County Council.~~ Variances from the tree regulations in the Plan may be granted in accordance with the processes in the Plan.

### 15.4 Interpretation with Development Agreement

Whenever express substantive provisions of the *Agreement* are inconsistent or in conflict with the substantive provisions of this *Plan*, the more restrictive provision shall apply.

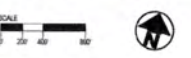
**SECTION 16 – EXHIBITS**

- Exhibit 1.1 Illustrative Master Plan
- Exhibit 1.2 Conceptual Lot Lines
- Exhibit 2.1 Plat
- Exhibit 2.2 Aerial
- Exhibit 2.3 Wetland Survey
- Exhibit 4.1 Framework Plan
- [Exhibit 4.2 ZLDR Art. 6.7](#)
- Exhibit 5.1 Proposed Development Plan
- Exhibit 6.1 Waterfront Development Standards
- Exhibit 6.2 Dock Plan
- Exhibit 6.3 Illustration of Lots Fronting on Open Space (Vehicular access across rear lot line)
- Exhibit 7.1 Phasing Diagram
- Exhibit 8.1 Conceptual Open Space Master Plan
- Exhibit 8.2 Park Types
- Exhibit 8.3 Illustration of Village Green Intrusion into OCRM Buffer Line
- Exhibit 8.4 Letter from United States Army Corps of Engineers dated April 4, 2017
- Exhibit 11.1 Typical Utility Placement Diagram
- Exhibit 11.2 Typical Street Cross-Sections
- Exhibit 11.3 Vehicle Lane & Parking Assemblies
- Exhibit 11.4 Conceptual Road Framework Plan
- Exhibit 11.5 Charleston County Parks & Recreation Commission Coordination Letter
- Exhibit 12.1 Illustration of Architectural Style
- Exhibit 12.2 Illustration of Landscape Architectural Style
- [Exhibit 12.3 Kiawah River Residential Design Guidelines](#)
- [Exhibit 12.4 Jack Island Architect Series Plan Book, Volume 1](#)
- Exhibit 14.1 Water Distribution Master Plan
- Exhibit 15.1 Alternative Sketch Plans
- Exhibit 15.2 Alternative Sketch Plans
- Exhibit 15.3 Alternative Sketch Plans

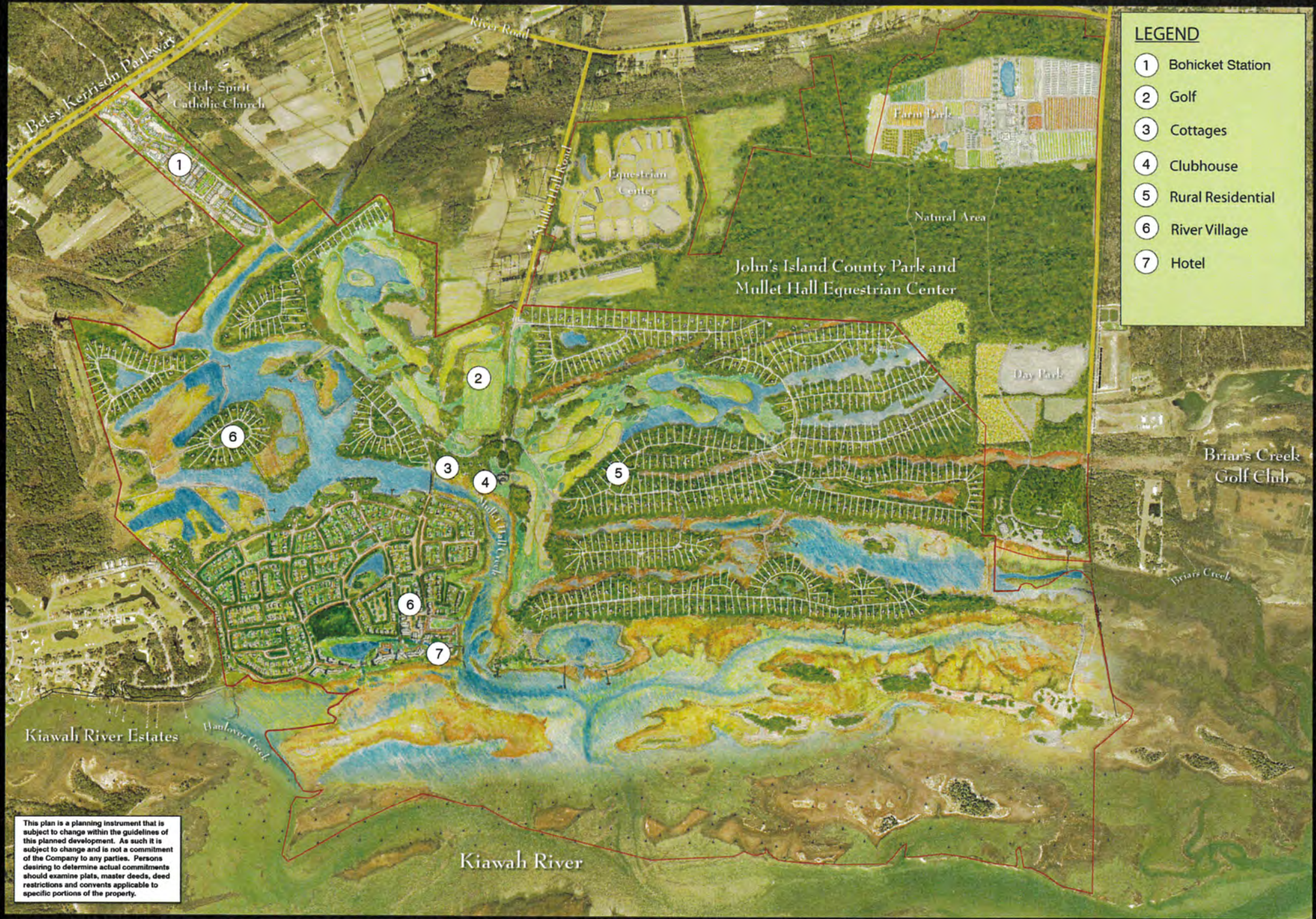


- LEGEND**
- 1 Bohicket Station
  - 2 Golf
  - 3 Cottages
  - 4 Clubhouse
  - 5 Rural Residential
  - 6 River Village
  - 7 Hotel

This plan is a planning instrument that is subject to change within the guidelines of this planned development. As such it is subject to change and is not a commitment of the Company to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the property.



*Kiawah River Plantation*



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- 1 Bohicket Station
  - 2 Golf
  - 3 Cottages
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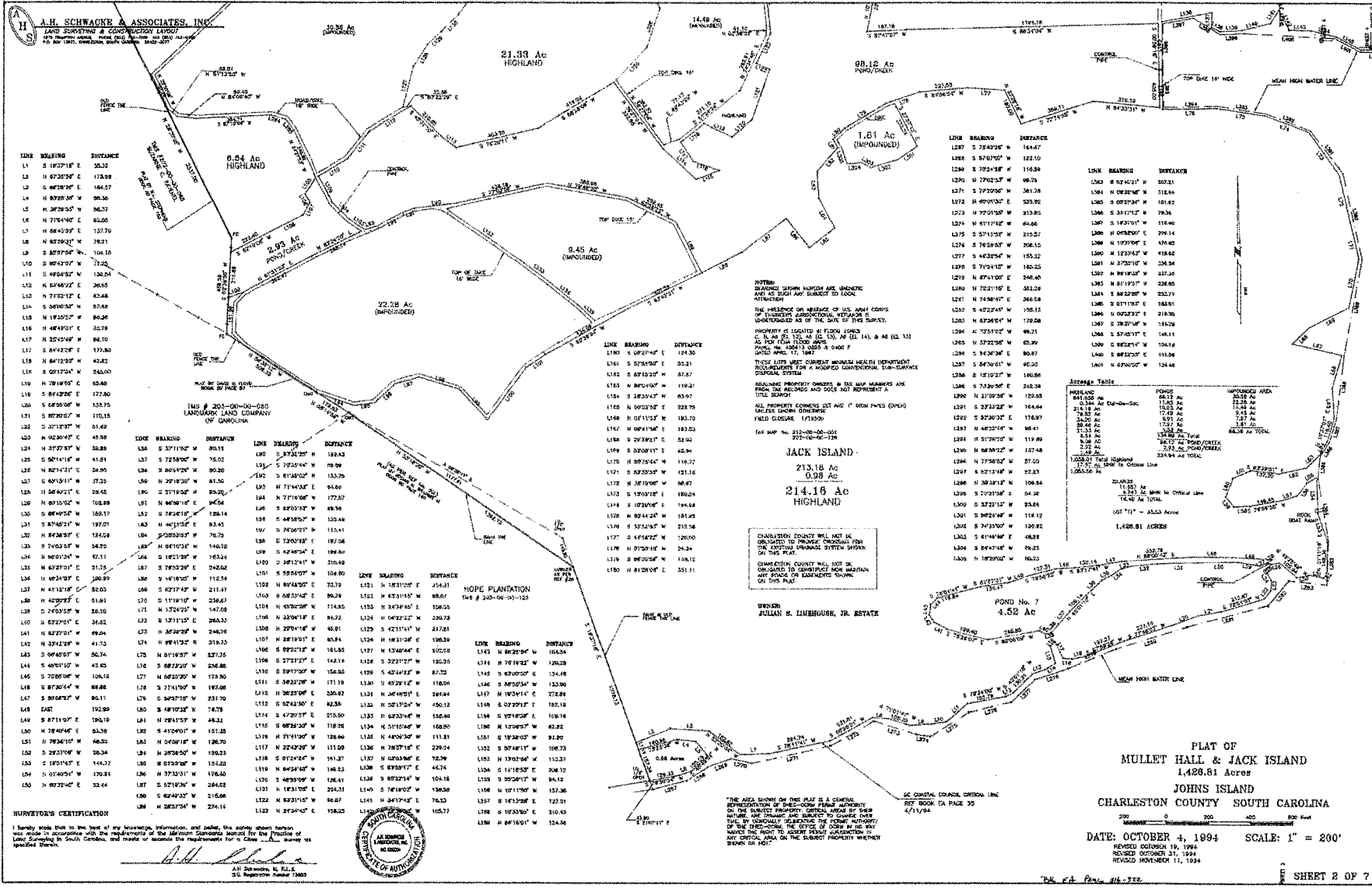


# Kiawah River Plantation

**EXHIBIT 1.2 - CONCEPTUAL LOT LINES**







*Kiawah River Plantation*

EXHIBIT 2.1 - PLAT

PLAT OF  
MULLET HALL & JACK ISLAND  
1,428.81 Acres  
JOHNS ISLAND  
CHARLESTON COUNTY SOUTH CAROLINA

DATE: OCTOBER 4, 1994 SCALE: 1" = 200'  
REVISED OCTOBER 18, 1994  
REVISED OCTOBER 31, 1994  
REVISED NOVEMBER 11, 1994



**SURVEYOR'S CERTIFICATION**

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Uniform Code of Laws for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

A.H. Schwacke, R.L.E.  
S.C. Registered Professional Surveyor

THE AREA SHOWN ON THIS PLAT IS A GRAPHIC REPRESENTATION OF ONE-ACRE PLATS ADJACENT TO THE SUBJECT PROPERTY. CRITICAL LINES OF THESE AREAS ARE SHOWN FOR REFERENCE ONLY. THE BOUNDARIES OF THESE AREAS ARE NOT TO BE CONSIDERED AS THE BOUNDARIES OF THE SUBJECT PROPERTY UNLESS SHOWN OTHERWISE ON THIS PLAT.

DATE: OCTOBER 4, 1994

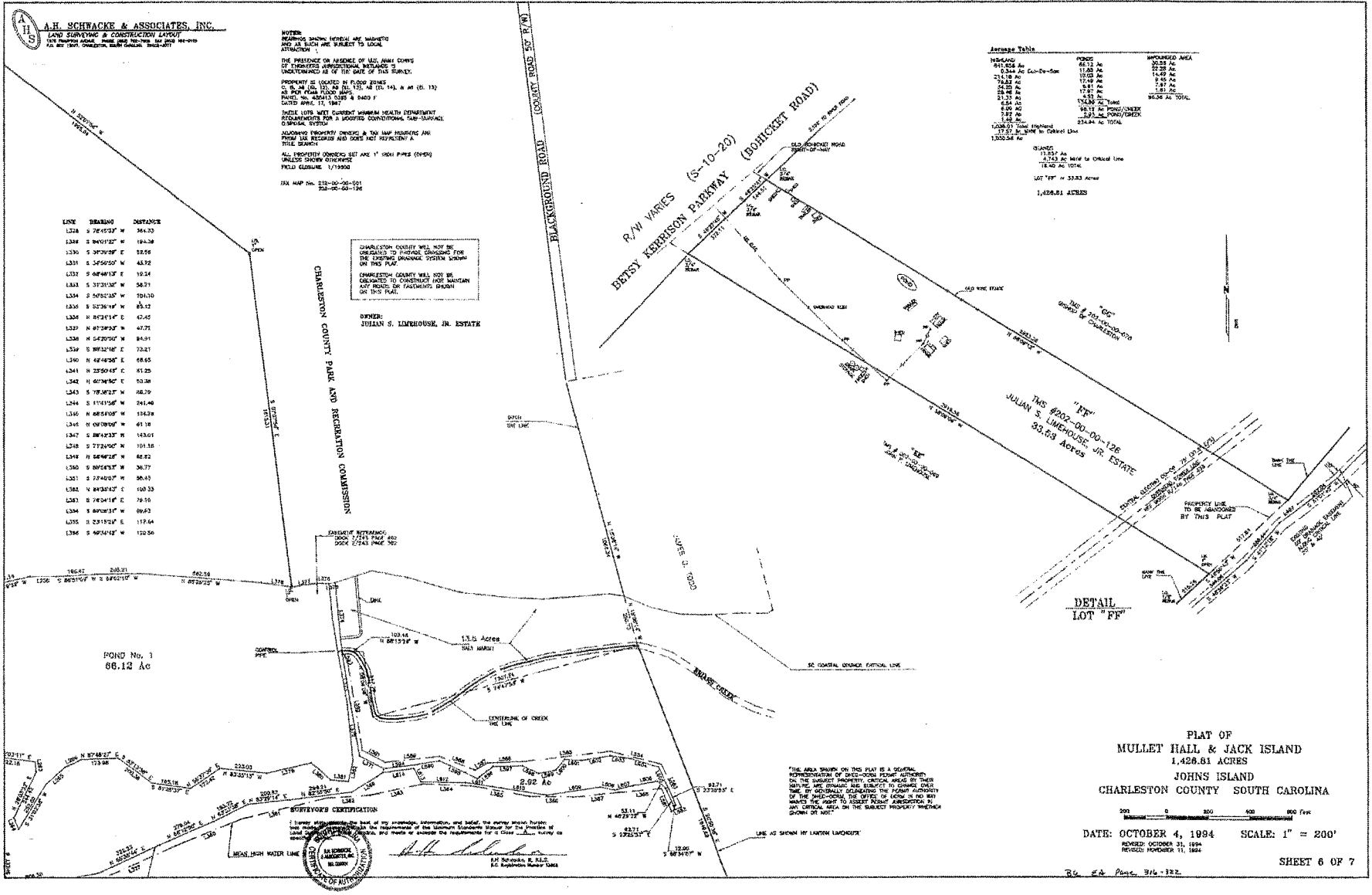
PLAT NO. 214-212

SHEET 2 OF 7









**A.H. SCHWACKE & ASSOCIATES, INC.**  
 LAND SURVEYING & CONSTRUCTION LAYOUT  
 100 W. 10TH STREET, CHARLESTON, SOUTH CAROLINA 29401-3400  
 TEL: 778-1111 FAX: 778-1112

**NOTES:**  
 1. ALL PROPERTY OWNERS AND ADJACENT PROPERTY OWNERS ARE ADVISED THAT THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
 2. THE PRESENCE OR ABSENCE OF ALL ADJACENT PROPERTY OWNERS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.  
 3. PROPERTY IS LOCATED IN FLOOD ZONE S-10-20, AS SHOWN ON THE FLOOD ZONE MAP OF CHARLESTON COUNTY, SOUTH CAROLINA, DATED 08/11/93, AND IS SUBJECT TO FLOODING.  
 4. THERE IS A 10' BUFFER ZONE AROUND ALL UTILITIES AND STRUCTURES.  
 5. ADJACENT PROPERTY OWNERS AND ALL ADJACENT PROPERTY OWNERS ARE ADVISED THAT THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
 6. ALL PROPERTY OWNERS ARE ADVISED THAT THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
 7. FIELD CLOSURE 1/19/94  
 8. DSA MAP No. 212-00-00-001  
 9. 212-00-00-136

LINE	BEARING	DISTANCE
1324	S 76°45'37" W	364.33
1324	S 84°01'32" W	194.38
1326	S 34°30'09" E	52.99
1331	S 34°30'09" W	43.92
1332	S 08°40'12" E	19.24
1333	S 31°31'37" W	58.71
1334	S 50°51'45" W	104.10
1335	S 52°38'18" W	85.12
1336	N 81°31'14" E	67.42
1329	N 87°39'59" W	47.71
1328	N 54°20'00" W	84.91
1338	S 38°30'18" E	73.21
1340	N 42°42'00" E	68.65
1341	N 25°50'47" E	61.25
1342	N 60°48'30" E	53.38
1343	S 78°32'37" W	68.79
1344	S 17°41'58" W	241.40
1346	N 88°40'09" W	184.78
1345	N 09°09'00" W	61.18
1347	S 38°42'37" W	143.01
1318	S 77°24'00" W	101.18
1348	N 68°46'21" W	62.82
1350	S 86°43'37" W	36.77
1351	S 27°42'07" W	58.43
1352	N 84°32'42" E	108.33
1353	S 76°24'18" E	78.16
1354	S 80°51'17" W	66.63
1355	S 23°12'07" E	119.64
1356	S 49°34'42" W	122.50

CHARLESTON COUNTY WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE SEWERAGE SYSTEM WORKS.  
 CHARLESTON COUNTY WILL NOT BE HELD LIABLE FOR THE CONSTRUCTION OF THE SEWERAGE SYSTEM WORKS.  
 OWNER:  
 JULIAN S. LIMEHOUSE, JR. ESTATE

**Average Table**

DESCRIPTION	ACRES	PERCENTAGE
1428.81	100.00	100.00
35.63	2.49	1.74
66.12	4.63	3.22
1428.81	100.00	100.00

**PLAT OF  
 MULLET HALL & JACK ISLAND  
 1,428.81 ACRES  
 JOHNS ISLAND  
 CHARLESTON COUNTY SOUTH CAROLINA**

DATE: OCTOBER 4, 1994  
 REVISION: OCTOBER 31, 1994  
 REVISION: NOVEMBER 11, 1994

SCALE: 1" = 200'  
 SHEET 6 OF 7

*Kiawah River Plantation*

**EXHIBIT 2.1 - PLAT**



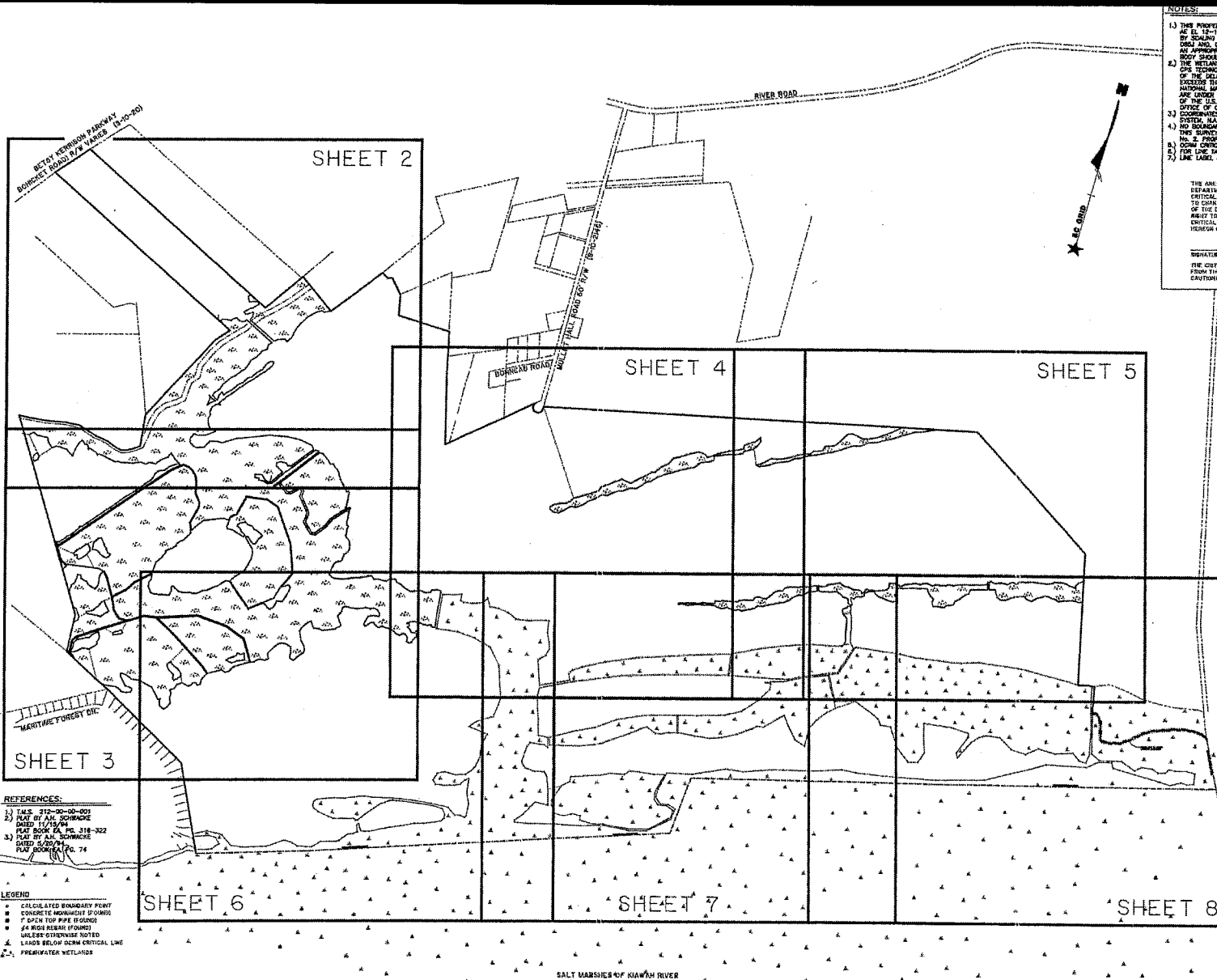


**Legend**

- — — — — Real Property
- — — — — Unplatted Marsh



*Kiawah River Plantation*



**NOTES:**

- 1.) THIS PROPERTY LIES IN FLOOD ZONE X, X (SHADED), AS EL. 12'-10" AND WE EL. 14'-10" (SHOWN) AS DETERMINED BY SOUNDING FROM FIELD LEVEL. PANEL DATA OBTAINED AND USED DATED 11/17/04. BEFORE CONSTRUCTION AN APPROPRIATE BUILDING OFFICIAL WITH THE GOVERNING BODY SHOULD VERIFY ZONES.
- 2.) THE WETLANDS SHOWN HEREON WERE LOCATED USING ONE TECHNOLOGY. THIS IS AN ACCURATE REPRESENTATION OF THE DELINEATED AND FLAGGED LINES AND METES OR EXCEEDS THE ALLOWABLE POSITIONAL TOLERANCE BY THE NATIONAL MAP ACCURACY STANDARDS. THESE WETLANDS ARE UNDER THE JURISDICTION AND PERMITTING AUTHORITY OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR E.C. OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT, COASTAL DISTRICT, CHARLOTTE, N.C.
- 3.) COORDINATES BASED ON S.C. STATE PLANE COORDINATE SYSTEM, NAD 83, 1983.
- 4.) NO BOUNDARY SURVEY HAS BEEN PERFORMED IN CONNECTION WITH THIS SURVEY. PROPERTY TIES ARE BASED ON PLAT REFERENCE. NO. 2. PROPERTY MONUMENTATION SHOWN WAS FIELD SURVEYED.
- 5.) CORNER CRITICAL LINE SHOWN HEREON WAS TAKEN FROM REFERENCE NO. 2.
- 6.) FOR LINE LABELS SEE SHEETS 5 & 6.
- 7.) LINE LABELS ARE CONSECUTIVE, SOME LINE LABELS NOT SHOWN FOR CLARITY.

THIS AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DETACHMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY CHANGING THE PLANT AUTONOMY OF THE DEPARTMENT. THE DEPARTMENT OF SOC. NAT. RES. IS NOT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CUSTOMARY LANGUAGE ABOVE.

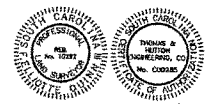
**ACREAGE SUMMARY**

JURISDICTIONAL WETLAND:	
CRITICAL AREA	= 2,414.00 acres
FRESHWATER	= 235.00 acres
NON-JURISDICTIONAL WETLAND:	
FRESHWATER	= 6.00 acres
MIDLAND	= 1,008.00 acres
<b>TOTAL ACREAGE</b>	<b>= 1,567.36 acres</b>



**VICINITY MAP (NOT TO SCALE)**

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I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE FOREWETLANDS HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND METES OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS BEFORE MENTION.

F. ELLIOTT CORNS, P.E. DATE: 11/13/08  
 S.C. REG. LAND SURVEYOR LICENSE NO. 1058

NO. REVISED	BY	DATE

**A WETLAND MAP OF KIAWAH RIVER PLANTATION**

**TOTAL AREA 1,567.36 acres**

**TOTAL WETLAND AREA 240.90 acres**

JOHN'S ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

**THOMAS & HUTTON ENGINEERING CO.**

PREPARED BY:  
**THOMAS & HUTTON ENGINEERING CO.**

830 HOUSTON NORTHSHORE BLVD., P.O. BOX 1048  
 MT. PLEASANT, SC 29566 / (843) 334-1111  
 SAVANNAH 8 BURNSWICK, GEORGIA  
 WETLAND BEACH, SOUTH CAROLINA / WILMINGTON, NORTH CAROLINA  
 www.thomas-hutton.com

SCALE: 1" = 800'

FILE: J-20493

FIELD DATE: 07/13/08

PLAT DATE: 09/28/08

DRAWN BY: HST

REVIEWED BY: FEO

APPROVED BY: FEO

PARTY CHIEF: LG

SCALE: 1" = 800'

600 0 300 600 1200

SCALE: 1" = 800 FEET

- REFERENCES:**
- 1.) TALS. 312-06-00-002
  - 2.) PLAT BY JAS. SCHWABE DATED 05/13/08
  - 3.) PLAT BOOK IN P.C. 318-322
  - 4.) PLAT BOOK IN P.C. 318-322
  - 5.) PLAT BOOK IN P.C. 318-322
  - 6.) PLAT BOOK IN P.C. 318-322
- LEGEND**
- CALCULATED BOUNDARY POINT
  - CONCRETE MONUMENT (SPAWN)
  - 7" ODN TOP PIPE (ROUND)
  - 4" ROD REBAR (ROUND)
  - UNDETERMINED NOT
  - ▲ LEADS BELOW DENM CRITICAL LINE
  - ▲ FRESHWATER WETLANDS

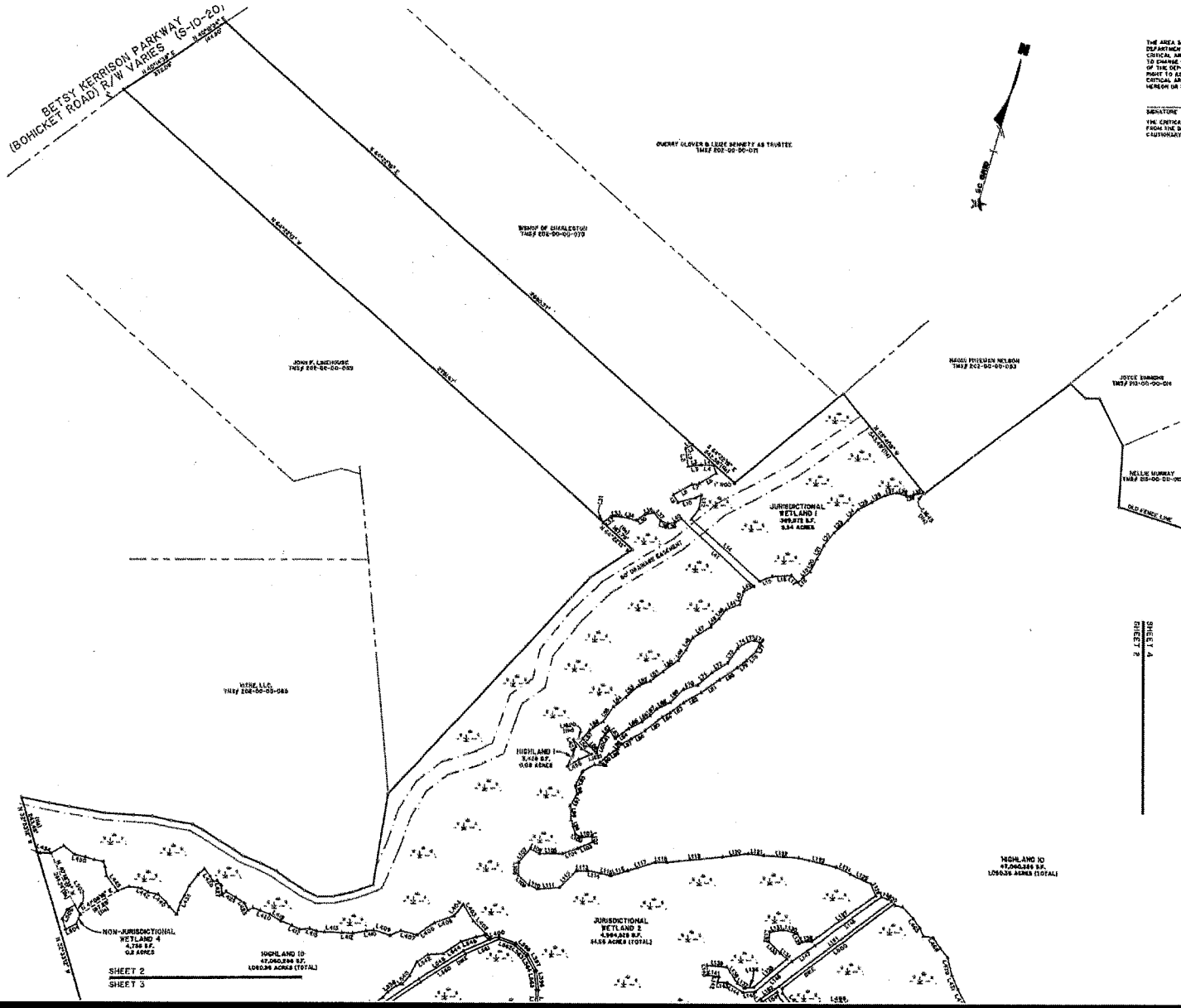
SALT MARSHES OF KIAWAH RIVER

*Kiawah River Plantation*

**EXHIBIT 2.3 - WETLAND SURVEY**



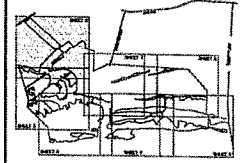
BETSY KERRISON PARKWAY (S-10-20)  
 (BOHICKET ROAD) R/W VARIES



THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY OBTAINING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IS TO WAY WAIVER ITS RIGHT TO ASSESS PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER KNOWN HEREIN OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

THE CRITICAL LINE SHOWN ON THIS PLAN IS VALID FOR FIVE YEARS FROM THE DATE OF THIS DRAWING SUBJECT TO THE CUSTOMARY LAWMARKE ABOVE.



WETLAND SUMMARY

JURISDICTIONAL WETLAND:  
 WETLAND 1 = 836 ACRES  
 WETLAND 2 = 8,458 ACRES  
 Total: There is no WETLAND 3I  
 NON-JURISDICTIONAL WETLAND:  
 WETLAND 4 = 0.11 ACRES

KEY MAP (NOT TO SCALE)

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*Signature*  
 FELLOWE CORP. S. C. S.E.  
 LICENSE NO. 10370 DATE 03.27.09

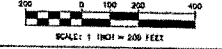
NO.	REVISION	BY	DATE

A WETLAND MAP OF  
**KIAWAH RIVER PLANTATION**  
 TOTAL AREA  
 1,567.36 acres  
 TOTAL WETLAND AREA  
 240.90 acres

JOHN'S ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA  
 PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

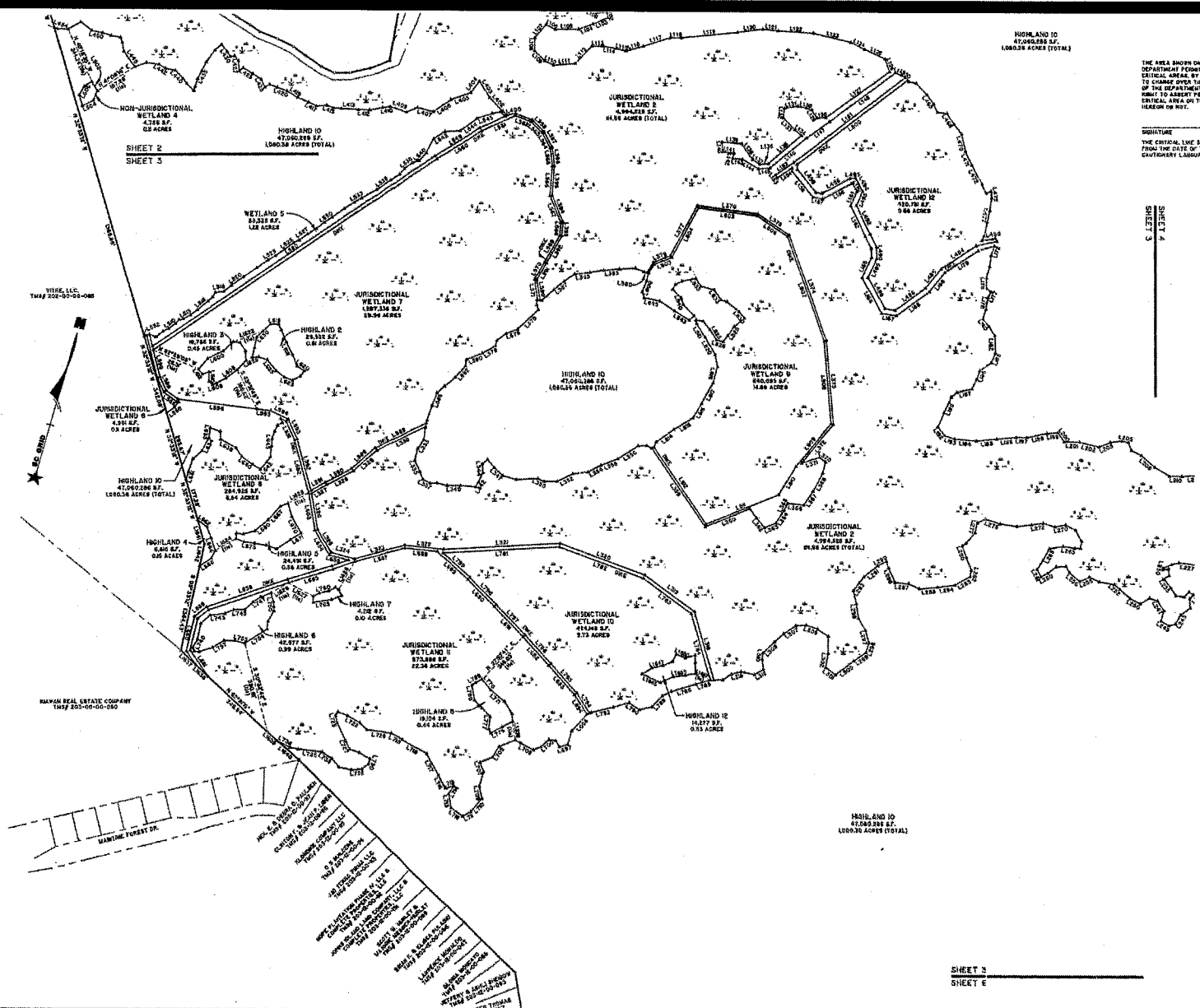


PREPARED BY:  
**THOMAS & HUTTON ENGINEERING CO.**  
 956 HOUTSON SCIENTIFIC BLVD., P.O. BOX 1038  
 MT. PLEASANT, SC 29566 / (843) 884-1111  
 SAVANNAH & BRYANZEE, GEORGIA  
 10716 BEACH, 10070 ELDON DR. / WILMINGTON, NORTH CAROLINA  
 www.thomas-hutton.com



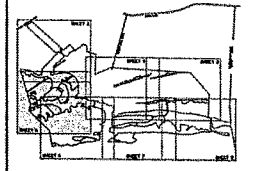
SCALE	1" = 200'
FILE	1-30283
FIELD DATE	02/13/08
PLAN DATE	02/23/08
DRAWN BY	RAF
REVIEWED BY	JMS
APPROVED BY	TEG
PARTY CHIEF	LE

*Kiawah River Plantation*



THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CERTAIN AREAS, BY THEIR NATURE, ARE EXCLUDED AND SUBJECT TO CHANGE OVER TIME, BY DELAYING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IS NOT HELD LIABLE TO PERMIT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CERTAIN AREA ON THE SUBJECT PROPERTY, WHETHER BEFORE, AFTER OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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**KEY MAP (NOT TO SCALE)**

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WE HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE HERRING ESTUARINE HABITAT PROTECTION ACT OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR THIS CLASS 'M' SURVEY AS SPECIFIED HEREON.

THOMAS & HUTTON ENGINEERING CO.  
 P. HALLAM, P.E., S.C. LICENSE NO. 10193 DATE: 3/27/08

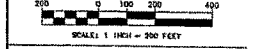
NO.	REVISION	BY	DATE

**A WETLAND MAP OF  
 KIAWAH RIVER  
 PLANTATION  
 TOTAL AREA  
 1,567.36 acres  
 TOTAL WETLAND AREA  
 240.90 acres**

JOHNS ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR  
**KIAWAH RIVER PLANTATION, L.P.**

PREPARED BY:  
**THOMAS & HUTTON  
 ENGINEERING CO.**  
 690 BOSTON UNIVERSITY BLVD., P.O. BOX 1588  
 MT. PLEASANT, SC 29564 / (843) 886-1111  
 200 WALKER DR. BLDG. 200, GEORGETOWN, GA 30428  
 MYRTLE BEACH, SOUTH CAROLINA / WILMINGTON, NORTH CAROLINA  
 www.thomas-hutton.com



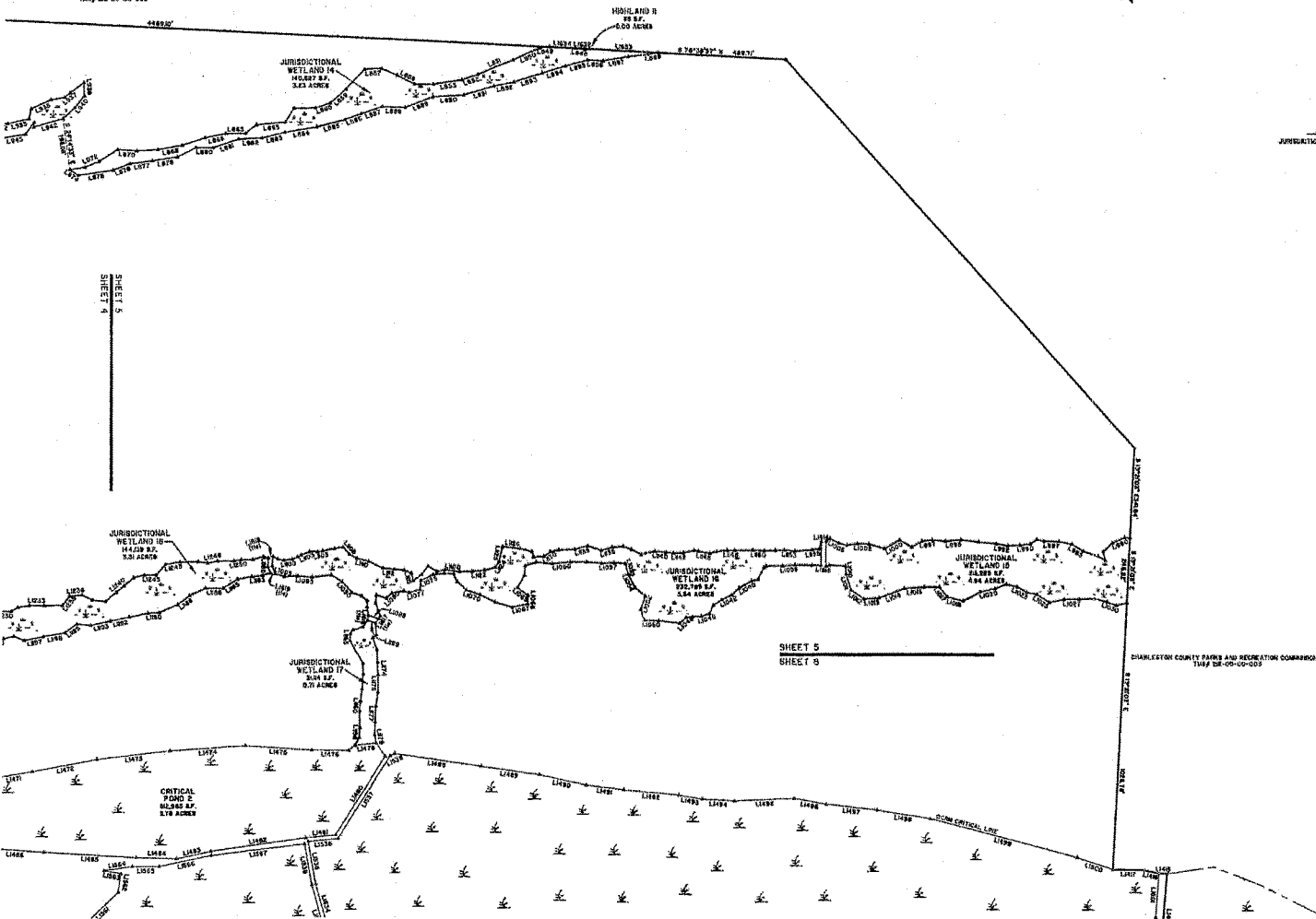
SCALE 1" = 200'  
 FILE J-2048  
 FIELD DATE 08/12/08  
 PLAT DATE 07/15/09  
 DRAWN BY AJP  
 REVIEWED BY JEG  
 APPROVED BY JEG  
 PARTY CHIEF LC

*Kiawah River Plantation*

**EXHIBIT 2.3 - WETLAND SURVEY**



CHARLESTON COUNTY PARKS AND RECREATION COMMISSION  
TRAP 82-00-00-000

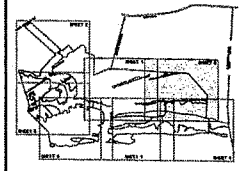


THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CHANGES IN THESE NATURAL AND DYNAMIC ARE SUBJECT TO CHANGE OVER TIME BY DELAGATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IS NOT PERMITTED WITHOUT WRITER CONSENT OF THOMAS & TUTTON ENGINEERING CO. UNLESS THE DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. (ALL INFORMATION IN THIS DOCUMENT ARE NOT REVEALED)

ISSUANCE DATE  
THE ORIGINAL LINE RICHES ON THIS PLAN IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE EQUIVOCAL LANGUAGE ABOVE.

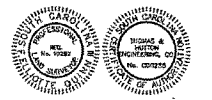
**WETLAND SUMMARY**

JURISDICTIONAL WETLAND:	
WETLAND 14	= 0.23 acres
WETLAND 15	= 4.34 acres
WETLAND 16	= 8.26 acres
WETLAND 17	= 0.71 acres



KEY MAP (NOT TO SCALE)

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I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY AND MEASUREMENTS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS REGULATION FOR THE SPECIFICITY OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR MEASUREMENT SURVEY AS SPECIFIED THEREIN.

*[Signature]*  
T. EDWARDS CURRIE, II, PLS.  
S.C. REG. LAND SURVEYOR  
LICENSE NO. 10282

DATE: 03/27/08

NO.	REVISION	BY	DATE

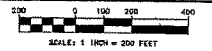
A WETLAND MAP OF  
**KIAWAH RIVER PLANTATION**  
TOTAL AREA  
1,587.36 acres  
TOTAL WETLAND AREA  
240.80 acres

JONES ISLAND  
CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**



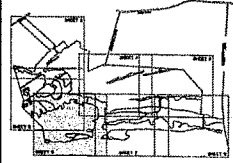
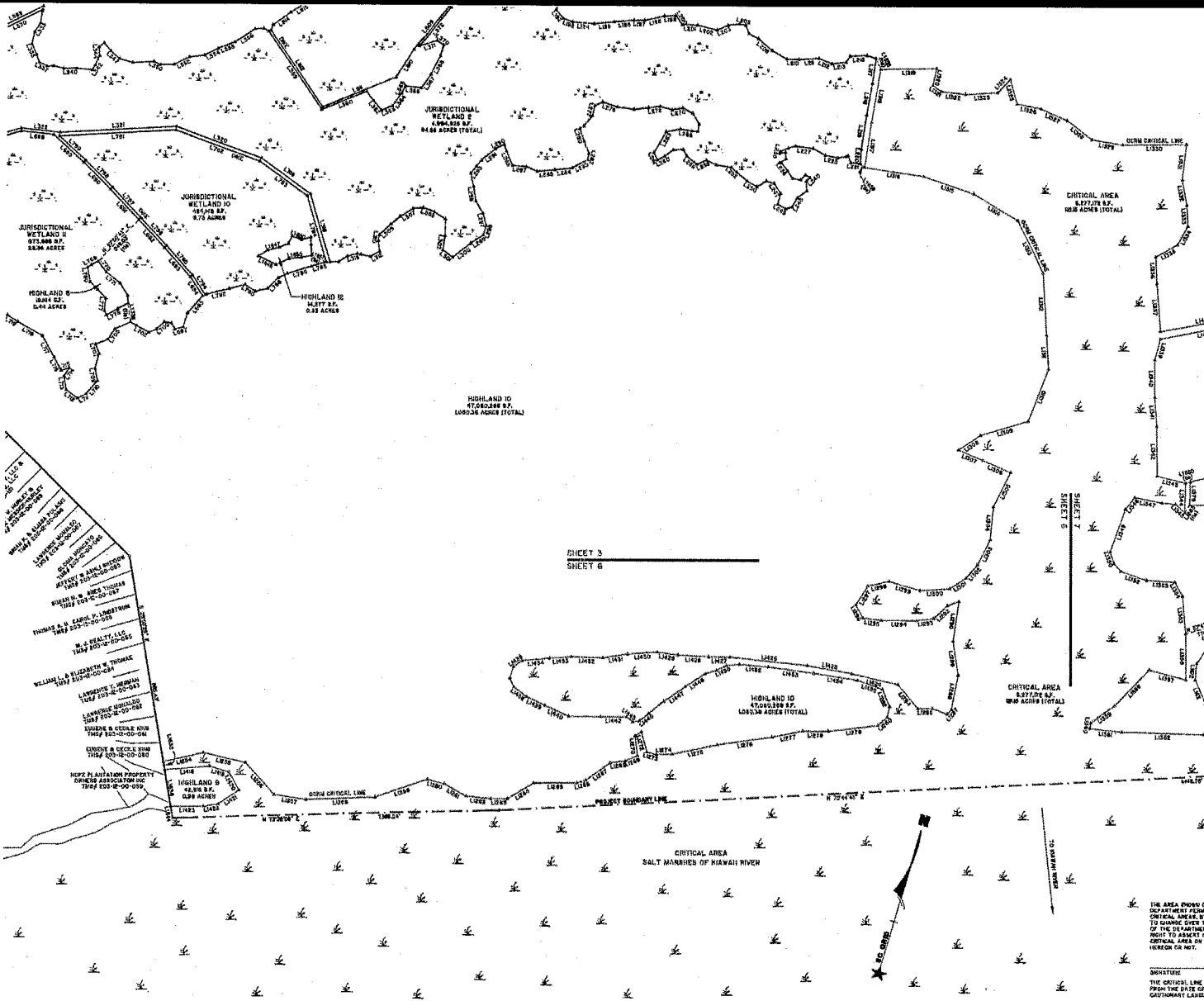
PREPARED BY:  
**THOMAS & TUTTON ENGINEERING CO.**  
925 HUNTINGTON NORTHWEST BLVD., P.O. BOX 1022  
M.C. PARKWAY, S.W. BRANCO / 6603 104-1111  
SAVANNAH 3, GEORGIA  
MYRTLE BEACH, SOUTH CAROLINA / WILMINGTON, NORTH CAROLINA  
www.thomas-tutton.com



SCALE	1" = 200'
FILE	2-20482
FIELD DATE	02/13/08
PLAT DATE	02/19/08
DRAWN BY	ML
REVISED BY	EOL
APPROVED BY	TED
PARTY CHIEF	LC

*Kiawah River Plantation*

**EXHIBIT 2.3 - WETLAND SURVEY**



KEY MAP (NOT TO SCALE)

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I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY INFORMATION HEREON IS ACCORDANCE WITH THE REQUIREMENTS OF THE NATION STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND THAT THE EXCEEDS THE REQUIREMENTS FOR A "CLASS" SURVEY AS SPECIFIED HEREIN.

F. KILPATRICK GUNDEL, R. FILE  
R.C. RICE, LAND SURVEYOR  
LICENSE NO. 10282

DATE: 3/15/20

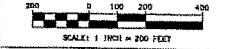
NO.	REVISION	BY	DATE

A WETLAND MAP OF  
**KIAWAH RIVER PLANTATION**  
 TOTAL AREA  
 1,567.36 acres  
 TOTAL WETLAND AREA  
 240.90 acres

JOHNS ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

DESIGNED BY  
**THOMAS & HUTTON ENGINEERING CO.**  
 800 BOSTON MOUNTAIN RD., P.O. BOX 1008  
 W.F. PEASLEE, SC 29567 / (803) 784-1111  
 SAVANNAH & BRUNSWICK, GEORGIA  
 14701 BEACH SOUTH CHARLESTON BLVD., WASHINGTON, NORTH CAROLINA  
 www.thomas-hutton.com



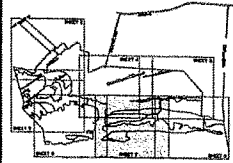
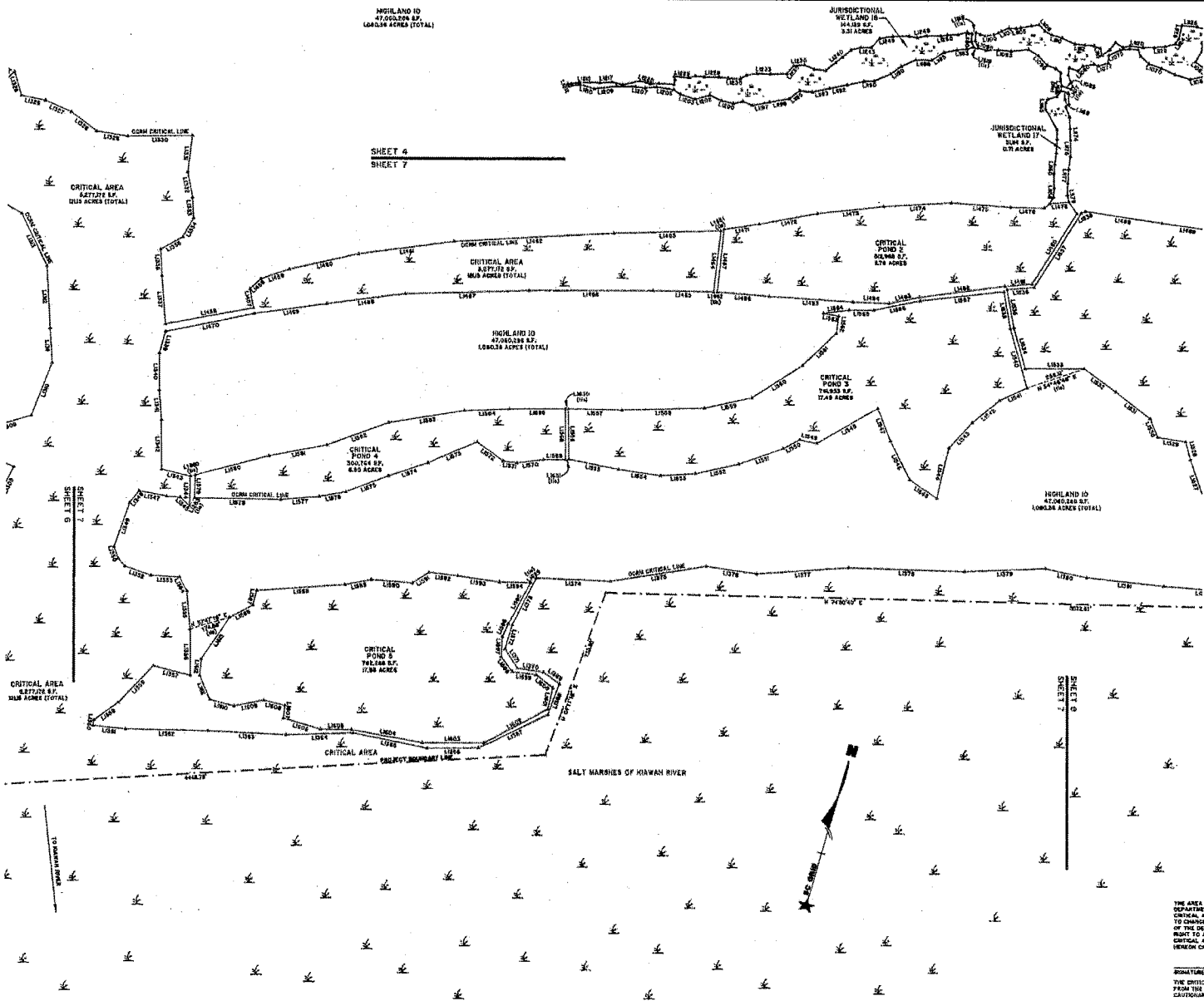
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FIELD DATE	02/13/20
PLAY DATE	02/13/20
DRAWN BY	NAF
REVIEWED BY	SLG
APPROVED BY	FILE
PARTY CHIEF	FILE

THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY, CRITICAL AREA, BY THEIR NATURE, ARE SUBJECT TO CHANGE OVER TIME, BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT DOES NOT WARRANT ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA OF THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

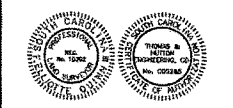
THE CRITICAL LINE SHOWN ON THIS PLAN IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CATCHMENT LAWS ABOVE.

*Kiawah River Plantation*



KEY MAP (NOT TO SCALE)

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WE STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY DATA HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENGINEERING PROFESSIONAL ACT AND THE RULES OF THE BOARD OF ENGINEERING REGULATION OF THE STATE OF SOUTH CAROLINA, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF SOUTH CAROLINA. I HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER IN CHARGE OF THIS SURVEY.

*[Signature]*  
 P. M. WATKINS, P.E.  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 10232

DATE: 03/27/08

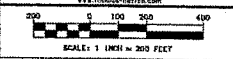
NO.	REVISION	BY	DATE

A WETLAND MAP OF  
**KIAWAH RIVER PLANTATION**  
 TOTAL AREA  
 1,567.36 acres  
 TOTAL WETLAND AREA  
 240.90 acres

JOHN ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

**THOMAS & HUTTON ENGINEERING CO.**  
 800 HUNTER HORTON BLVD., P.O. BOX 1828  
 MT. PLEASANT, SC 29524 / (803) 969-1111  
 SAVANNAH & DUNWOODY, GEORGIA  
 MYRTLE BEACH, SOUTH CAROLINA / WASHINGTON, NORTH CAROLINA  
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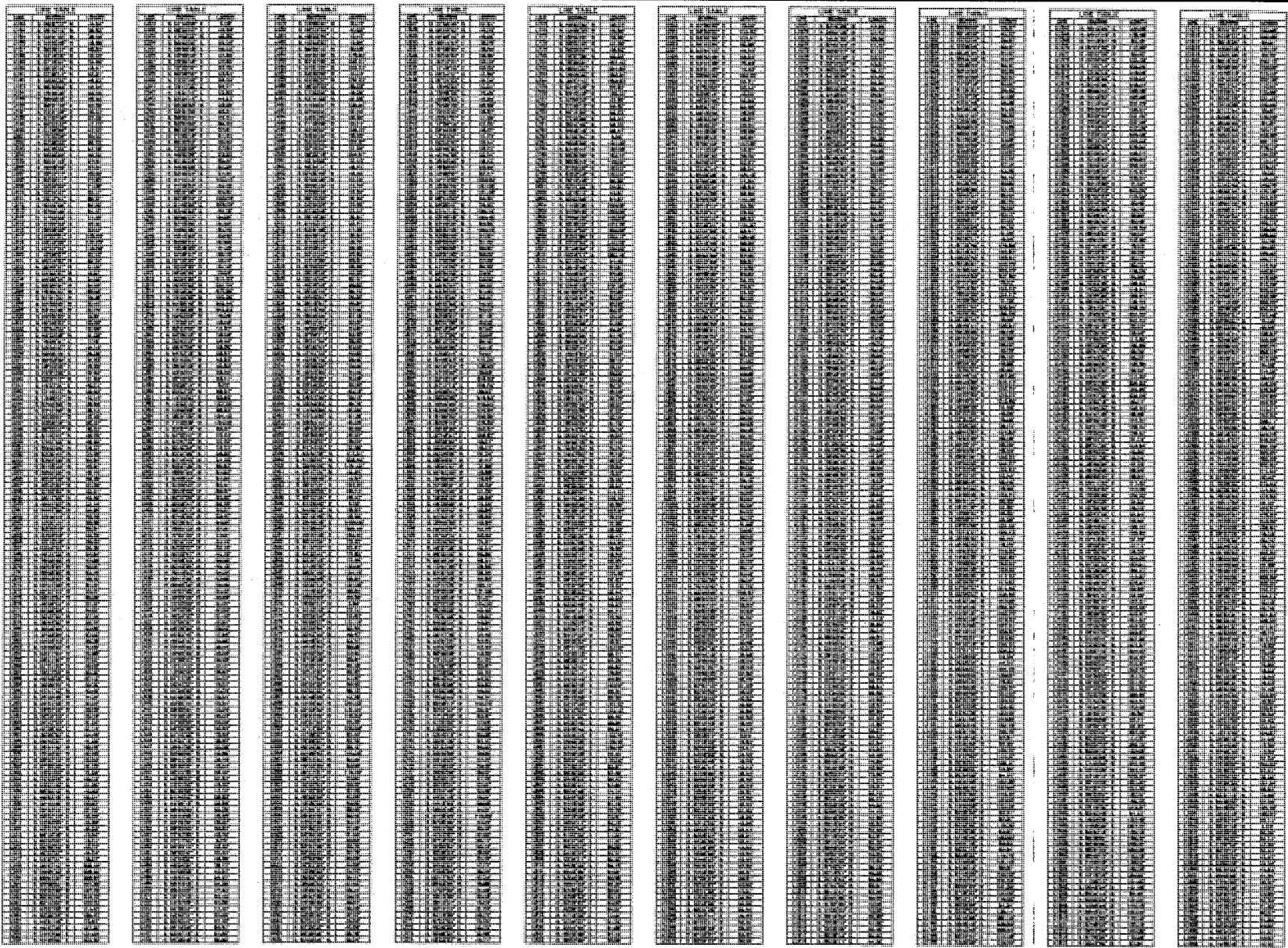


SCALE: 1" = 200'  
 FILE: J-20483  
 FIELD DATE: 02/13/08  
 PLOT DATE: 03/10/08  
 DRAWN BY: JAT  
 REVIEWED BY: ECU  
 APPROVED BY: TEG  
 PARTY CHIEF: LG

THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE CHANGING AND SUBJECT TO CHANGE OVER TIME. BY DELEGATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IS NOT MAKING ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THE CRITICAL LINE SHOWN ON THIS PLAN IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

*Kiawah River Plantation*



THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE, ARE SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IS NOT WAIVING ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREAS ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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VICINITY MAP (NOT TO SCALE)  
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*F. A. LITTLE*  
 F. A. LITTLE, CIVIL ENGR. R. PLS.  
 S.C. REG. LAND SURVEYOR  
 LICENSE NO. 60827 DTD 3/15/2016

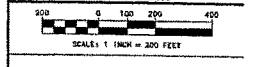
NO.	REVISION	BY	DATE

A WETLAND MAP OF  
**KIAWAH RIVER  
 PLANTATION**  
 TOTAL AREA  
 1,567.36 acres  
 TOTAL WETLAND AREA  
 240.90 acres

JOHNS ISLAND  
 CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:  
**KIAWAH RIVER PLANTATION, L.P.**

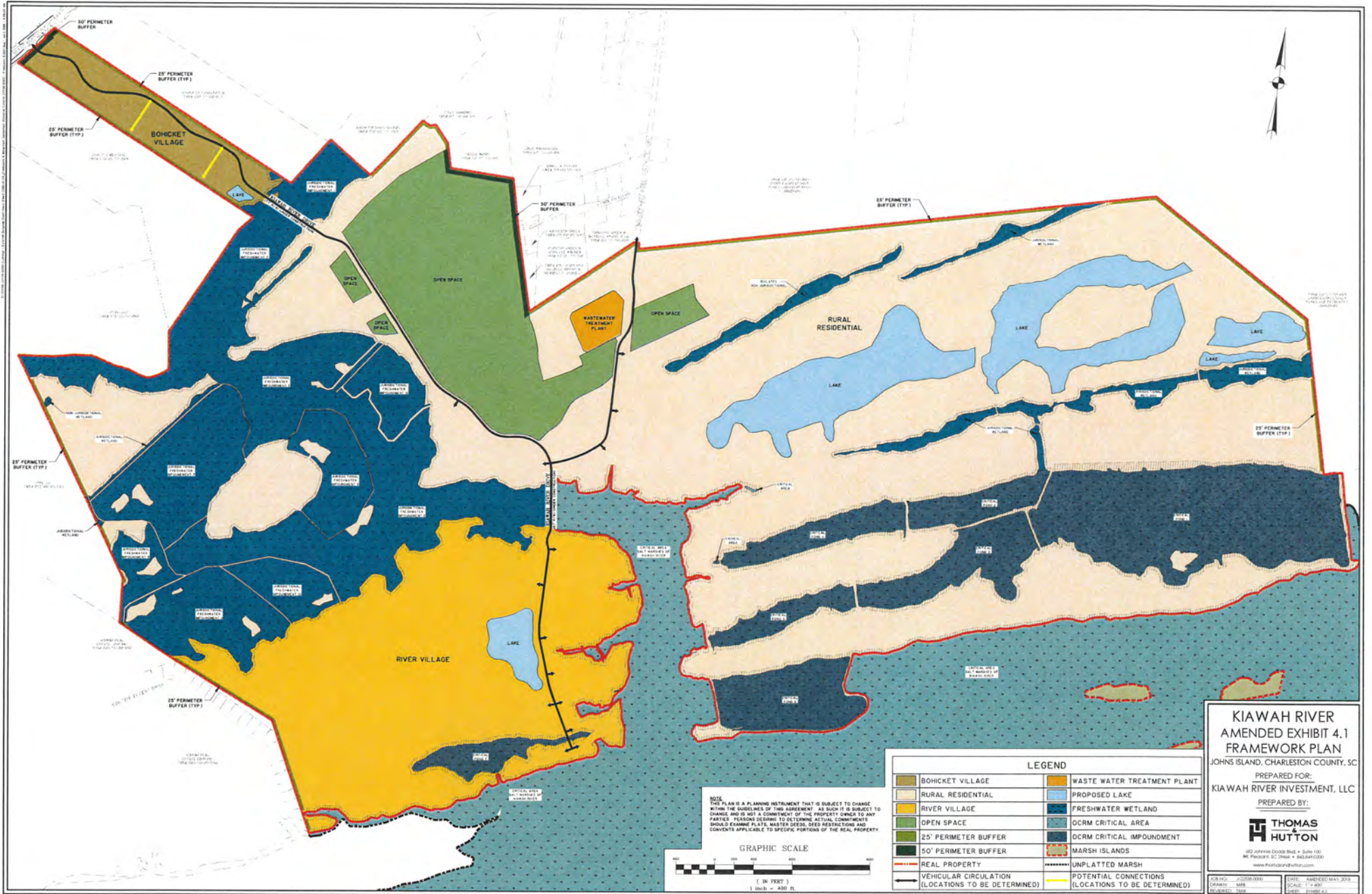
PREPARED BY:  
**THOMAS & HUTTON  
 ENGINEERING CO.**  
 805 BOHANNAN FORTSMITH RD., P.O. BOX 1502  
 MT. PLEASANT, SC 29524 / (803) 251-1111  
 SAVANNAH & BRANSWICK, GEORGIA  
 MYRTLE BEACH SOUTH CAROLINA / WILMINGTON NORTH CAROLINA  
 www.thomas-hutton.com



SCALE 1" = 200'  
 FILE J-20453  
 FIELD DATE 02/12/08  
 PLOT DATE 02/18/08  
 DRAWN BY HAF  
 REVIEWED BY ZSG  
 APPROVED BY JSA  
 PARTY CHIEF LC

*Kiawah River Plantation*

**EXHIBIT 2.3 - WETLAND SURVEY**



NOTE:  
 THIS PLAN IS A PLANNING INSTRUMENT THAT IS SUBJECT TO CHANGE WITHIN THE GUIDELINES OF THIS AGREEMENT AS SUCH IT IS SUBJECT TO CHANGE AND IS NOT A COMMITMENT OF THE PROPERTY OWNER TO ANY PARTICULAR. PERSONS DESIRING TO DETERMINE ACTUAL COMMITMENTS SHOULD EXAMINE PLATS, MASTER DEEDS, DEEDS, RESTRICTIONS AND CONVEYMENTS APPLICABLE TO SPECIFIC PORTIONS OF THE REAL PROPERTY.

GRAPHIC SCALE  
 ( IN FEET )  
 1 inch = 400 ft

LEGEND	
[Green Box]	BOHICKET VILLAGE
[Tan Box]	RURAL RESIDENTIAL
[Yellow Box]	RIVER VILLAGE
[Light Green Box]	OPEN SPACE
[Dark Green Box]	25' PERIMETER BUFFER
[Light Green Box]	50' PERIMETER BUFFER
[Red Line]	REAL PROPERTY
[Black Line]	VEHICULAR CIRCULATION (LOCATIONS TO BE DETERMINED)
[Orange Box]	WASTE WATER TREATMENT PLANT
[Light Blue Box]	PROPOSED LAKE
[Dark Blue Box]	FRESHWATER WETLAND
[Medium Blue Box]	OCRMR CRITICAL AREA
[Dark Blue Box]	OCRMR CRITICAL IMPONDMENT
[Dark Blue Box with Dots]	MARSH ISLANDS
[Light Blue Box with Dots]	UNPLATTED MARSH
[Dashed Line]	POTENTIAL CONNECTIONS (LOCATIONS TO BE DETERMINED)

**KIAWAH RIVER  
 AMENDED EXHIBIT 4.1  
 FRAMEWORK PLAN**  
 JOHNS ISLAND, CHARLESTON COUNTY, SC

PREPARED FOR:  
 KIAWAH RIVER INVESTMENT, LLC

PREPARED BY:  
**THOMAS HUTTON**  
 402 JOHNS ISLAND ROAD • SUITE 101  
 MOUNTAIN VIEW, SC 29546 • 843.641.0300  
 www.thomashutton.com

JOB NO.: 2020040001  
 DATE: AMENDED MAY 2018  
 SCALE: 1" = 400'  
 SHEET: 1 OF 2



# EXHIBIT 4.2

## Zoning and Land Development Regulations

### CHAPTER 6 | USE REGULATIONS

#### ARTICLE 6.7 SPECIAL EVENTS USE

##### §6.7.1 Purpose

The intent of this Article is to provide regulations that guide the [use](#) of unincorporated properties for the purpose of hosting [special events](#) of varying sizes and functions, while protecting the surrounding community. The regulations of this Article shall apply in conjunction with any other standards contained within this Ordinance.

Effective on: 11/20/2001, as amended

##### §6.7.2 Private Special Events

The following are exempt from the requirements of this Article: private parties and gatherings that do not meet the definition of “special event,” as defined in this Ordinance, auctions of private real estate, and estate auctions.

Effective on: 11/20/2001, as amended

##### §6.7.3 Temporary [Special Events](#)

Temporary public assembly [use](#) and [special events](#), such as [cultural events](#), outdoor concerts and parking for [Special Events](#), shall require a Temporary [Special Events](#) Permit from the [Planning Director](#). Such permit shall not be issued for periods in excess of ten (10) consecutive days, and no more than five (5) such permits may be issued per [lot](#), per calendar year, except as otherwise limited by this Article. The requirements of Section [6.7.5](#) shall apply in [addition](#) to the requirements of this Section. Any Temporary [Special Event](#) utilizing 25 acres of land area or more shall require [Special Exception](#) approval in accordance with the procedures contained in [CHAPTER 3](#) of this Ordinance.

Temporary [Special Events](#) Permits may be issued only if adequate parking and sanitary facilities are provided to serve the proposed [use](#) or activity and the site can safely support the proposed activity. The following information is required to be submitted with applications for Temporary [Special Events](#) Permits (in [addition](#) to the required fee):

1. A detailed Letter of Intent describing the purpose of the event indicating date(s) and time(s), anticipated number of participants, and whether alcohol will be served and if amplified sound (music or other amplified noise) will be utilized;

2. A legible site plan drawn to scale indicating vehicular traffic areas (parking, driveways, circulation etc.), gathering areas, restroom and vendor locations, and locations of existing and planned [structures](#) to be used as part of the event;
3. Letters of coordination from Fire, Police, and Emergency [Medical Services](#) and [Building Inspection Services](#) if applicable;
4. Documentation of Charleston County Business license issuance for the host and participating vendors and copy of valid Department of Revenue license if alcohol will be sold;
5. Documentation from pertinent service providers for restroom facilities and garbage collection; and
6. Other pertinent information as deemed necessary by the [Planning Director](#)

The following requirements shall, in [addition](#) to all other applicable requirements of this Ordinance, apply to property located in the Agricultural and Residential [Zoning Districts](#):

1. A maximum of five (5) Temporary [Special Events](#) Permits may be issued per [lot](#), per calendar year, and each permit shall be valid for a maximum of three (3) consecutive days;
2. Each Temporary [Special Events](#) Permit shall only be valid for a single [special event](#). Multiple Special Events within the same three (3) day time period shall require separate Temporary Special Events Permits;
3. Daily event attendance in the AG-15, AGR, RR-3, S-3, R-4, M-8, M-12, MHS, and MHP [Zoning Districts](#) shall be limited to 500;
4. Daily event attendance in the RM, AG-10, and AG-8 [Zoning Districts](#) shall be limited to 2,000; and
5. The maximum number of Temporary Special Events Permits allowed per calendar year and/or maximum daily attendance may only be increased if the requirements listed below, as well as all other applicable requirements of this Ordinance, are met and the request is approved in accordance with the [Special Exception](#) Procedures contained in this Ordinance. If approved by the Board of Zoning Appeals, the approval is only valid for one (1) calendar year from the date of [Zoning Permit](#) issuance.
  1. Application.
    1. Compliance with [ARTICLE 3.7](#), Site Plan Review, and [ARTICLE 3.6](#), [Special Exceptions](#), of this Ordinance is required, provided, however, that the approval criteria contained in this Article shall apply instead of the approval criteria contained in Section [3.6.5](#).
    2. All applications must be signed by the [property owner](#) or designated agent.
    3. Letters of coordination from the following agencies shall be submitted during Site Plan Review: S.C. Department of Health and Environmental Control (SCDHEC), Charleston County Sheriff's Department, the Charleston County [Building](#) Inspections Department, Charleston County Emergency [Medical Services](#) (EMS), the appropriate Fire Service provider for the [subject property](#), and a designated solid waste collection/disposal company or a letter indicating a private method of waste collection/disposal.
  2. Requirements.

- a. The [subject property](#) or properties shall contain a minimum of ten (10) combined acres of highland area and must border a public [Arterial Street](#), as defined in this Ordinance;
  - b. There shall be direct access to a public [Arterial Street](#), as defined in this Ordinance;
  - c. No more than twenty-five (25) events shall be allowed per calendar year;
  - d. Daily attendance shall not exceed 5,000;
  - e. All [structures](#) shall comply with the requirements of this Ordinance, including but not limited to, the density, intensity, and dimensional standards and [accessory structure](#) requirements;
  - f. All parking shall be contained on the [subject property](#) or on a contiguous property. A recorded, parking agreement shall be required if temporary off-street parking is provided on a [parcel](#) other than the [subject property](#). At no time shall associated event parking be allowed in a public or private [right-of-way](#) or access [easement](#);
  - g. The maximum occupancy of an individual permanent [structure](#) shall comply with the occupancy standards of the Charleston County [Building Code](#);
  - h. All events shall adhere to the Charleston County Noise Regulations and all other applicable Charleston County ordinances;
  - i. All existing or proposed [structures](#) shall retain a residential or agricultural character;
  - j. A one hundred foot (100') Type F Buffer shall be required around the perimeter of the property;
  - k. Special Events shall not begin before 10 am and shall end by 10 pm; and
  - l. The applicant must hold at least one (1) community workshop prior to the submittal of the [Special Exception](#) application and written documentation of the community workshop(s) must be submitted. Written documentation may include, but is not limited to, sign-in sheets, meeting summaries, memos and/or letters from the applicant describing the meeting(s), etc. The purpose of the workshop(s) is to ensure early citizen participation in an informal forum, in conjunction with the [development](#) applications and to provide an applicant the opportunity to understand and try to mitigate any impacts an application may have on an affected community. A community workshop is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors.
3. [Special Exception](#) Approval Criteria

The approval criteria contained in this Article shall apply instead of the approval criteria contained in Section [3.6.5](#) of this Ordinance. Applications may be approved only if the Board of Zoning Appeals finds that the proposed [use](#):

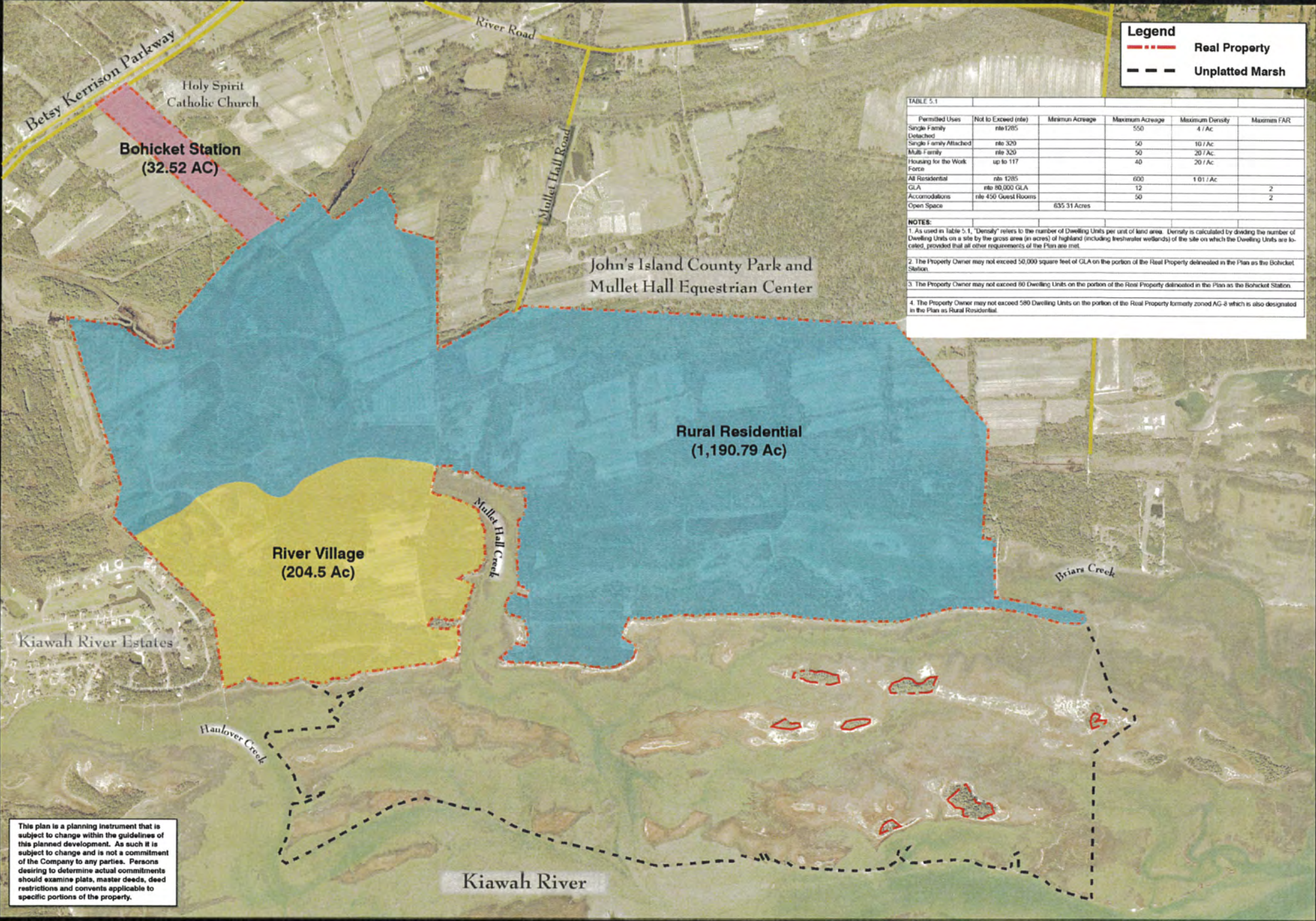
- . Is compatible with existing uses in the vicinity and will not adversely affect the general welfare or character of the immediate community;
- a. Does not hinder or endanger vehicular traffic and pedestrian movement on adjacent roads;

- b. Includes adequate provisions for items such as: [setbacks](#) and buffering (including fences and/or landscaping) to protect adjacent properties from the possible adverse influence of the proposed [use](#), such as noise, [vibration](#), dust glare, odor, traffic congestion and similar factors;
- c. Where applicable, will be developed in a way that will preserve and incorporate any important natural features;
- d. The setup and disassembly of Special Events will not be detrimental to the surrounding community;
- e. Includes sufficient safeguards for the [use](#) of temporary [structures](#), if applicable;
- f. Complies with all applicable rules, regulations, laws and standards of this Ordinance, including but not limited to any [use](#) conditions, [zoning district](#) standards, or Site Plan Review requirements of this Ordinance; and
- g. Is consistent with the recommendations contained in the Charleston County Comprehensive Plan and the character of the underlying [zoning district](#) "Purpose and Intent".

If approved by the Board of Zoning Appeals, the approval is only valid for one (1) calendar year from the date of [Zoning Permit](#) issuance. In granting a [Special Exception](#), the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed [building](#) or [structure](#) as the Board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare. Additionally, the Board of Zoning Appeals may require additional conditions of approval including, but not limited to: event days and hours, the number of events per calendar year, limitations on outdoor activities, parking, buffers, and [use](#) and location of temporary [structures](#).

If the proposed [use](#) is approved by the BZA, the Zoning/Planning Department shall provide written notification to the following agencies, as applicable: S.C. Department of Health and Environmental Control (SCDHEC), Charleston County Sheriff's Department, the Charleston County [Building](#) Inspections Department, Charleston County Emergency [Medical Services](#) (EMS), and the appropriate Fire Service provider for the [subject property](#).

Effective on: 11/20/2001, as amended



**Legend**

--- Real Property

--- Unplatted Marsh

TABLE 5.1

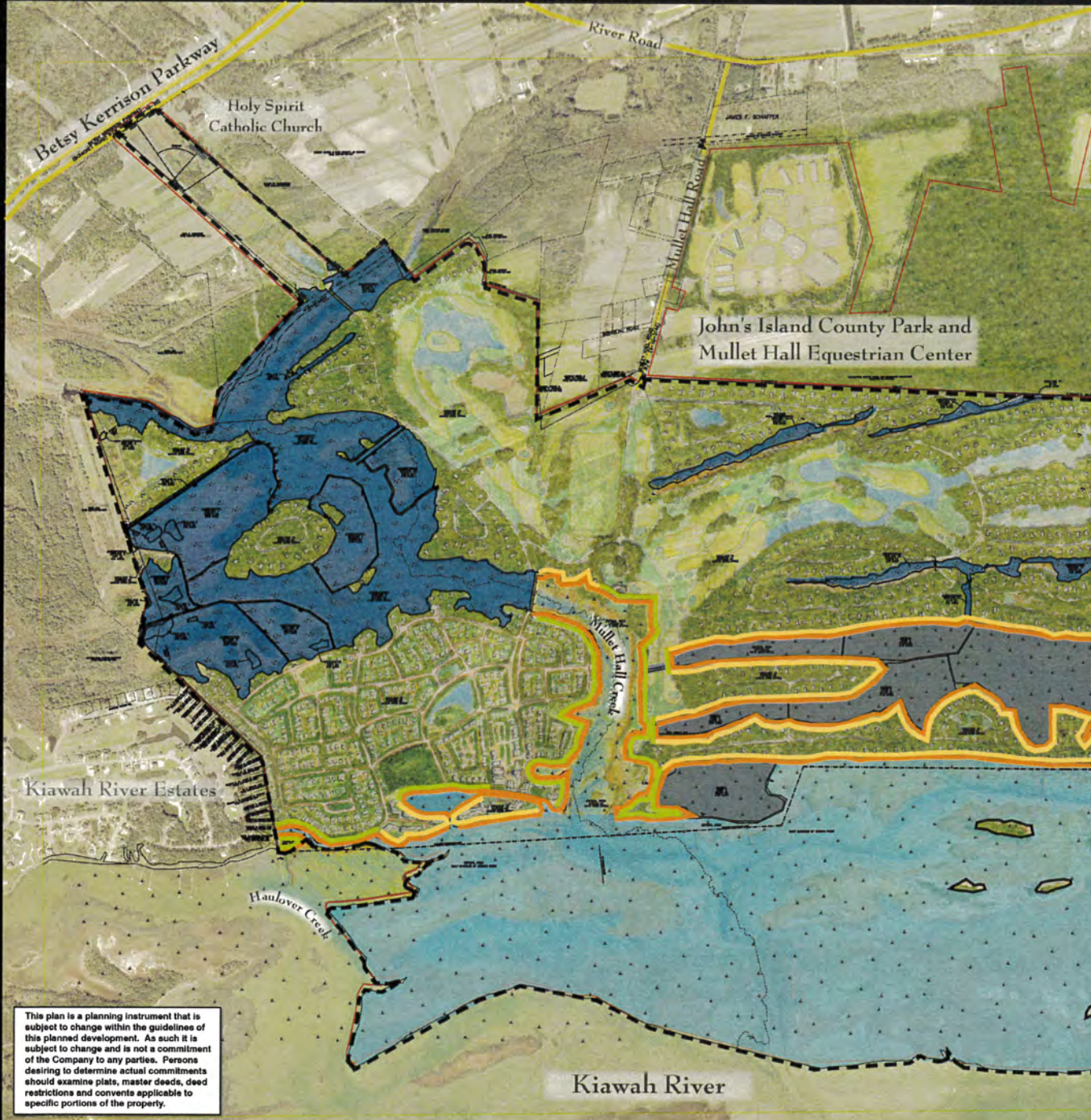
Permitted Uses	Not to Exceed (ref)	Minimum Acreage	Maximum Acreage	Maximum Density	Maximum FAR
Single Family Detached	nto 1265		550	4 / Ac	
Single Family Attached	nto 320		50	10 / Ac	
Multi Family	nto 320		50	20 / Ac	
Housing for the Work Force	up to 117		40	20 / Ac	
All Residential	nto 1205		600	1.01 / Ac	
GLA	nto 80,000 GLA		12		2
Accommodations	nto 450 Guest Rooms		50		2
Open Space		635.31 Acres			

- NOTES:**
- As used in Table 5.1, "Density" refers to the number of Dwelling Units per unit of land area. Density is calculated by dividing the number of Dwelling Units on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the Dwelling Units are located, provided that all other requirements of the Plan are met.
  - The Property Owner may not exceed 50,000 square feet of GLA on the portion of the Real Property delineated in the Plan as the Bohicket Station.
  - The Property Owner may not exceed 80 Dwelling Units on the portion of the Real Property delineated in the Plan as the Bohicket Station.
  - The Property Owner may not exceed 580 Dwelling Units on the portion of the Real Property formerly zoned AG-8 which is also designated in the Plan as Rural Residential.

This plan is a planning instrument that is subject to change within the guidelines of this planned development. As such it is subject to change and is not a commitment of the Company to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the property.



*Kiawah River Plantation*



The following dimensions have precedence over Base Zoning District standards for subdivision on properties which abut an OCRM Critical Line

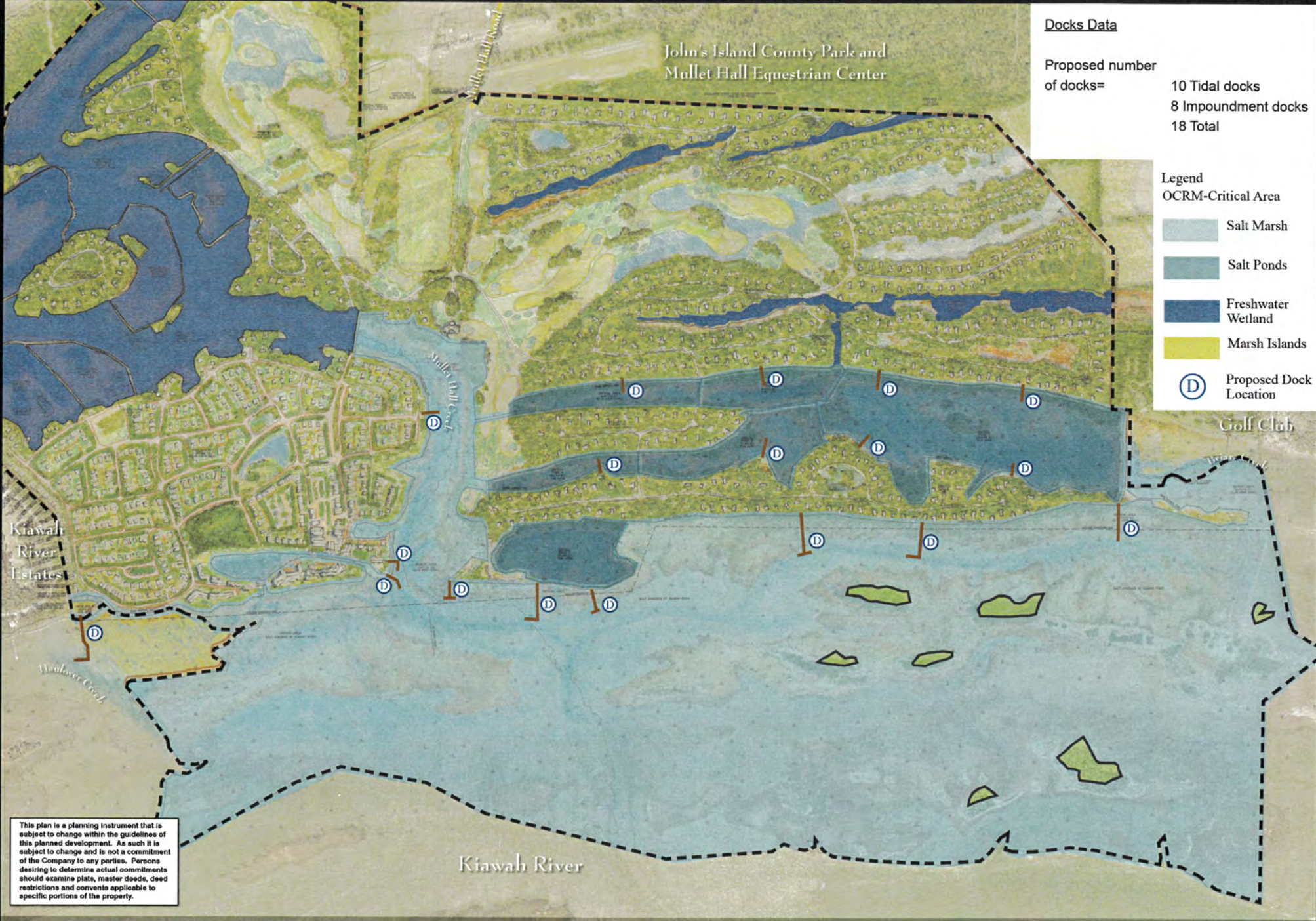
Min. Lot Area	12,000 sq ft
Min. Lot Width (ft)	90
Min. Lot Width Average(ft)	100
Minimum Buffers/ Setbacks (ft)	
Min. OCRM Critical Line Buffer (ft)	15 min.
Min. OCRM Critical Line Buffer Average (ft)	35 ave.
Building Setback from OCRM Critical Line (ft)	35
Total waterfront lots provided under proposed Planned Development	Total lots: 227

- Legend**
- Property Line
  - Freshwater Wetland
  - OCRM-Critical Area**
  - Salt Marsh
  - Salt Pond
  - Waterfront affected by Waterfront Development Standards
  - Open Space on waterfront = 45%
  - Waterfront with proposed lots = 55%

This plan is a planning instrument that is subject to change within the guidelines of this planned development. As such it is subject to change and is not a commitment of the Company to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the property.



# Kiawah River Plantation



**Docks Data**

Proposed number of docks=

10 Tidal docks
8 Impoundment docks
<b>18 Total</b>

- Legend**
- OCRM-Critical Area
- Salt Marsh
  - Salt Ponds
  - Freshwater Wetland
  - Marsh Islands
  - D Proposed Dock Location

This plan is a planning instrument that is subject to change within the guidelines of this planned development. As such it is subject to change and is not a commitment of the Company to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the property.



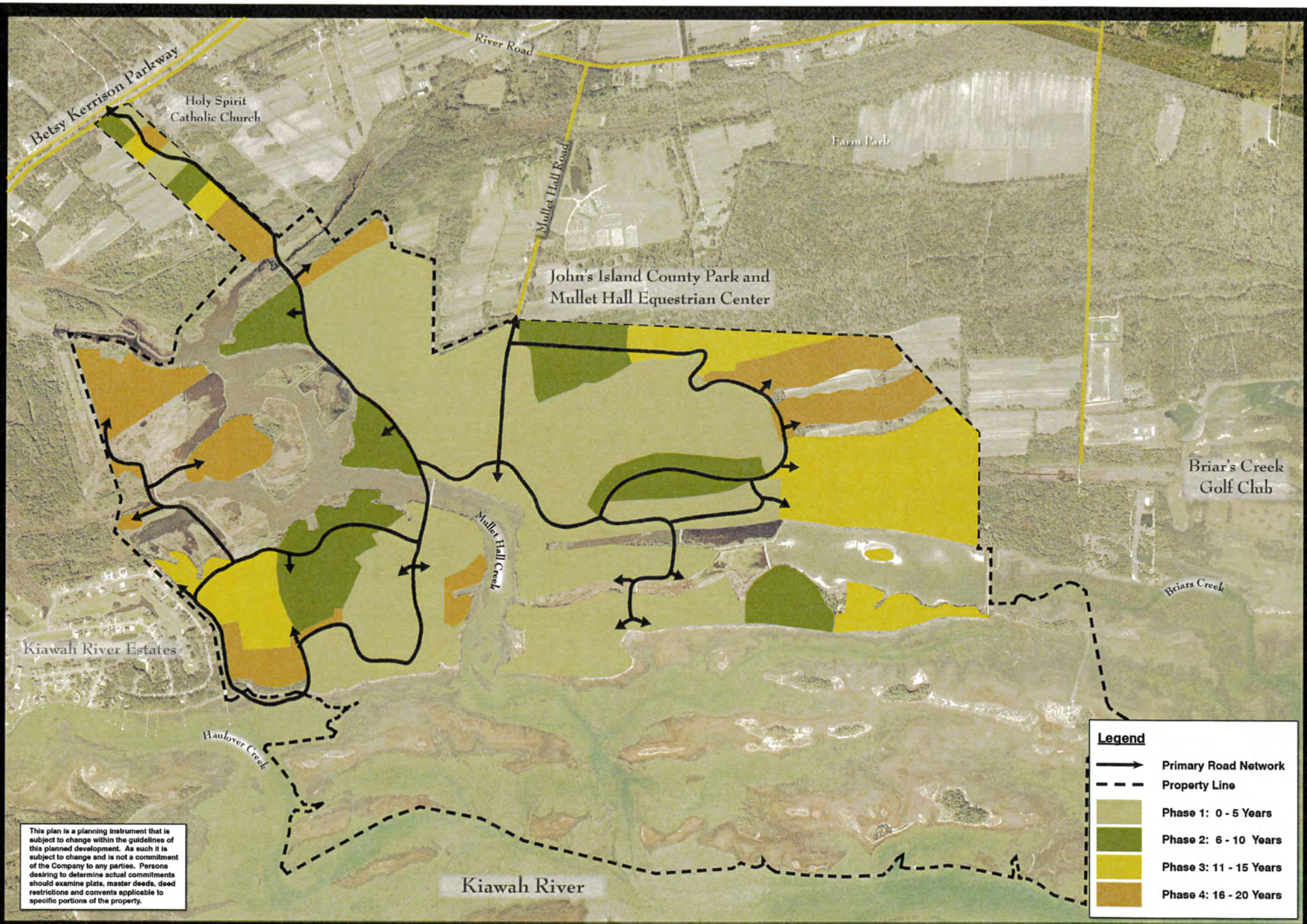
# Kiawah River Plantation

**EXHIBIT 6.2 - PROPOSED DOCK PLAN**

Elevation







This plan is a planning instrument that is subject to change within the guidelines of this planned development. As such it is subject to change and is not a commitment of the Company to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the property.

# Kiawah River Plantation

**EXHIBIT 7.1 - PHASING DIAGRAM**



- Legend**
- ↔ VEHICULAR CIRCULATION
  - RESIDENTIAL
  - HIGHLAND OPEN SPACE
  - MARSH ISLANDS
  - FRESHWATER WETLAND
  - OCRM CRITICAL AREA
  - 25' BUFFER
  - 50' BUFFER
  - ↔ POTENTIAL CONNECTION- (LOCATION TO BE DETERMINED)
  - STREET SYSTEM TRAIL
  - OPEN SPACE TRAIL

This plan is a planning instrument that is subject to change within the guidelines of this Agreement. As such it is subject to change and is not a commitment of the Property Owner to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the Real Property.

ACRES
10
5
1



# Kiawah River Plantation

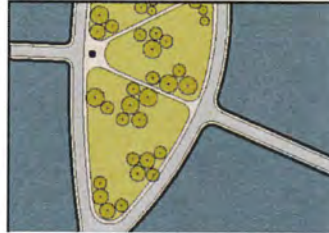
**Recreational Park**

A Park space that features fields and accessories used for structured recreational activities. These types of activities may include baseball and soccer fields, basketball courts, walking tracks, and fitness areas. Its landscape shall consist of lawn and trees arranged according to the active uses. The minimum size shall be 1 acre.



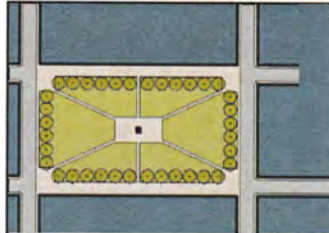
**Waterfront Park**

An Open Space, available for unstructured recreation. A Waterfront Park may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees arranged in a natural fashion. The minimum size shall be 1/2 acre and the maximum shall be 8 acres and 1/3 of the perimeter must border a water body.



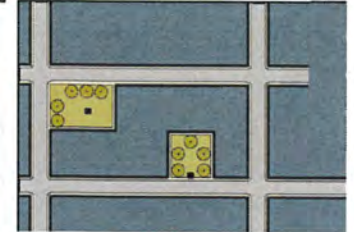
**Neighborhood Focal Point Park**

A Neighborhood Focal Point Park shall have at least 75% of its perimeter abutting public streets, or 50% of its perimeter not abutting a marsh, river or wetland. Its use is for unstructured recreation and civic uses. Its landscape shall consist of paths, lawns and trees, formally disposed. It shall be located at the intersection of important thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



**Playground**

An Open Space designed and equipped for the recreation of children. A Playground should be protected from direct conflicting uses and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.



**Boat Landing**

Boat Landing means an open space available for the unloading and loading of watercraft into the water. These areas may feature docks where permitted and temporary parking areas for vehicles and trailers. Its landscaping shall consist of lawn and trees arranged in a natural fashion. There shall be no minimum or maximum size.



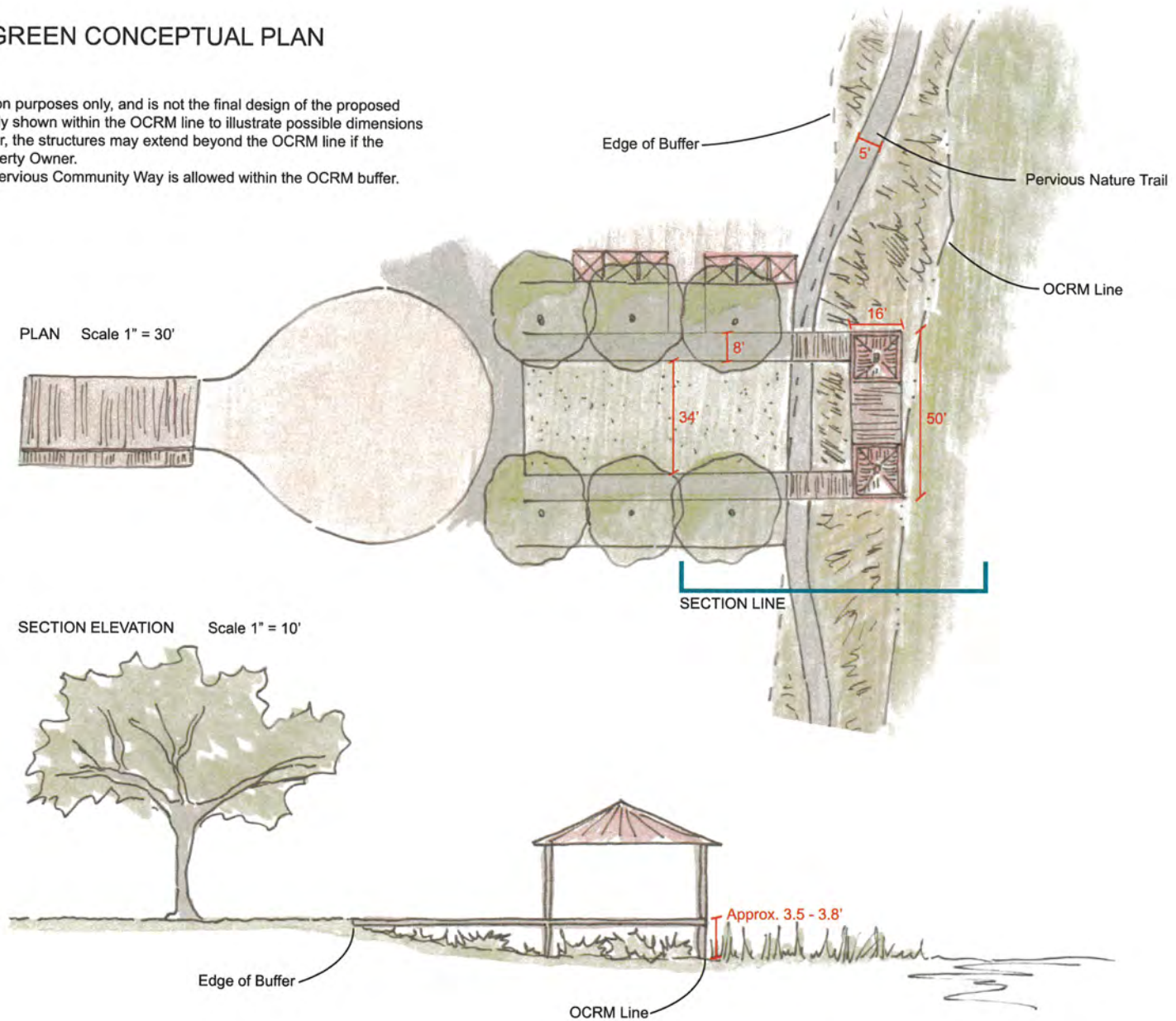
**Conditions of Use**

The images and diagrams appearing in SmartCode Version 9.2 are the property of Duany Plater-Zyberk & Company (DPZ). Modifications have been made to the original images and diagrams.

## EXHIBIT 8.3 | VILLAGE GREEN CONCEPTUAL PLAN

### Notes:

1. This diagram is for conceptual illustration purposes only, and is not the final design of the proposed improvements. The structures are currently shown within the OCRM line to illustrate possible dimensions of the structures within the buffer; however, the structures may extend beyond the OCRM line if the required permits are obtained by the Property Owner.
2. Per the PD plan, section 8.2.B.2.d., a pervious Community Way is allowed within the OCRM buffer.





DEPARTMENT OF THE ARMY  
CHARLESTON DISTRICT, CORPS OF ENGINEERS  
69A HAGOOD AVENUE  
CHARLESTON, SOUTH CAROLINA 29403-5107

APR - 4 2017

APR - 7 2017

EXHIBIT 8.4

Regulatory Division

Kiawah River Plantation Holdings, L.P.  
c/o Mr. Ryan Clarey  
Newkirk Environmental, Inc.  
P. O. Box 746  
Charleston, South Carolina 29465-0746

Dear Mr. Clarey:

**PLEASE READ THIS LETTER CAREFULLY AND  
COMPLY WITH ITS PROVISIONS**

This is in response to your letter dated February 7, 2017, requesting modifications to the onsite saltwater mitigation plan authorized by Department of the Army (DA) permit (SAC-2008-01605) to construct a master-planned community on Johns Island, South Carolina. The authorized project is for the construction of an economically viable resort destination that will offer multi-family and single family residences; a commercial village; a golf course; access to the Kiawah River and its natural amenities; and guest accommodations to include a resort hotel, villas, and conference facilities. The project is located on the Kiawah River on a 1,382.6 acre tract of land located between the marshes of the Kiawah River, River Road, and Betsy Kerrison Parkway and accessed by Mullet Hall Road, on John's Island, Charleston County, South Carolina. (Latitude: 32.6362 °N, Longitude: -80.1228 °W).

This is to inform you that your request for modifications to the saltwater mitigation plan is granted. The authorized modifications are described in the revised saltwater mitigation plan entitled "Mitigation Plan for Saltwater Creation at Kiawah River Plantation" last revised March, 2017. The modifications to the previously authorized mitigation plan consist of relocating the saltwater creation site from Critical Pond 1 to Critical Pond 4 to avoid an archaeological site and live oaks; reducing the creation area from 1.88 acres to 1.58 acres to be consistent with the reduced critical area impacts authorized in the final permit and to be consistent with the OCRM permit; and to allow for utilization of plant material from a nursery in lieu of or as a supplement to borrowed material as is feasible during planting of the site.

This letter and the referenced modified drawings should be attached to your copy of the signed permit. This permit was issued under the provisions of the Federal laws for the protection and preservation of the navigable waters of the United States. These laws provide that after the proposed work has been approved by the issuance of a Department of the Army permit,

**IT SHALL NOT BE LAWFUL TO DEVIATE FROM SUCH PLANS EITHER  
BEFORE OR AFTER COMPLETION OF THE WORK.**





Based on the landscape of the site and the position of the saltwater impoundments in relation to useable upland, it is necessary to supplement the current dike roads at KRP with fill material to satisfactorily meet design standards and anticipated carrying capacities of the development's roads. To accomplish this task, the project engineer has determined that it will be necessary to impact 0.79 acres of the saltwater impoundments to facilitate the needed road footprints.

In order to compensate for the loss of 0.79 acres of saltwater impoundment, KRPLP has proposed to create 1.58 acres of saltwater resources by expanding an area within one of the on-site impoundments, specifically Critical Pond 4 as depicted in Figure 2. The acreage of creation will meet the mitigation criteria set forth in *Section 30-4* of SCDHEC-OCRM's Critical Area Permitting Regulations, which requires a 2:1 ratio of mitigation acres to impact acres. This acreage also meets the compensatory mitigation requirement set forth by the USACE Charleston District SOP (Attached as Appendix A). This plan includes the proposed restoration activities, methods of implementation, monitoring and success criteria anticipated to meet the compensatory mitigation requirements for the proposed saltwater impacts associated with development at KRP.

Figure 2





## 2.0 Restoration Activities

The vegetation within the proposed creation area is currently dominated by a dense scrub layer of wax myrtle (*Myrica cerifera*), juvenile loblolly pine (*Pinus taeda*), groundsel trees (*Baccharis glomeruliflora*) and occasional live oaks (*Quercus virginiana*). The soils in the selected mitigation area are classified as Wando loamy fine sand and Seabrook loamy sand by the Natural Resource Conservation Service, which are characterized by sandy soils with small quantities of loam present throughout the upper horizons.

Upon approval of the mitigation activities presented in this plan and issuance of the required permit and certification from the USACE, SCDHHC and OCRM, the applicant will definitively identify the 1.58 acres of creation. This will be accomplished by locating grand trees as well as other significant live oaks and establishing a creation area boundary that will avoid these trees. This area will then be enclosed with construction fencing.

Once the boundary of the creation site is established, KRP will establish an elevation at which the creation area is expected to inundate with saltwater based on elevations in the adjacent vegetated portion of Critical Pond 4. The applicant will then excavate the creation area to the established elevation for inundation. Because of the dynamics of managed impoundments, it may be necessary to draw-down the water level in Critical Pond 4 to facilitate both excavation and planting in the creation area.

Once the established elevation is achieved within the creation area, the restoration site will be re-vegetated using *Spartina alterniflora* and/or *Juncus roemerianus* sprigs. As appropriate and necessary sprigs will either be "borrowed" from the adjacent impoundment, planted with nursery stock or a combination of both methods. Borrowed sprigs will be hand dug from random locations within adjacent areas so as not to borrow too much material from one location. Sprigs will be hand-planted on three (3) foot centers throughout the creation area. Combined with volunteer species provided by the seed and rhizome sources from the adjacent impoundment, it is anticipated that the planted species will successfully populate the creation area.

Upon approval of these restoration activities and corresponding issuance of the appropriate permits and certifications, KRPLP will schedule the activities to begin the following spring so as to validate the timing of a six-month follow up monitoring after the growing season.

### **3.0 Monitoring**

Following planting, four random plots will be established within the creation area. The center of each plot will be marked with PVC pipe and will serve as a basis for the evaluation of future monitoring designed to document the establishment and success of the created site. In addition, two plots will be established within any borrow areas to monitor and document re-growth. Finally, a reference plot will be established as a basis for the evaluation of success criteria.

An initial baseline monitoring will be conducted upon completion of planting the site to document planted species as well as proper inundation. This documentation will be submitted to OCRM and the USACE. After six months, a second monitoring and report will be completed to determine the success of the initial plantings. Monitoring will then occur annually for five years. In each successive year, percent coverage of volunteer vegetation and survivability of individual planted species within a 1 meter by 1 meter plot will be recorded in an annual report to be provided to OCRM and the USACE. Annual reports will include results of monitoring, general site descriptions and conditions, photographs of the site and any recommendations by the monitor that would improve timely success of the site. If after a monitoring event in which it has been determined that the site has completely established and meets success criteria before the end of the five year period, future monitoring may be suspended following consultation between KRP and the permitting agencies.

### **4.0 Success**

The creation effort will be considered successful and complete if at the end of five years a minimum of 75% survival of planted species or suitable volunteer replacements exists within the creation area and mean stem densities of the monitoring plots is  $\geq 90\%$  of the

mean stem density of the reference plot.

#### **5.0 Contingency**

If, at the end of the five year monitoring period, success criteria have not been met, the permittee will consult with the appropriate permitting agencies to determine what specific remedial actions should be taken. Remedial action may include replanting and/or re-grading and continued monitoring.

Appendix A: SOP Mitigation  
Calculation Worksheets

**Kiawah River Plantation  
Saltwater Creation Mitigation  
March 2017**

**PROPOSED WETLAND MITIGATION CREDIT TABLE  
Options**

Factors	Options				
Net Improvement	0.0** _____ 1.0 _____ 3.0 (see Section 3.0 for examples of potential values)				
Upland Buffer	0.0*** _____ 1.0 _____ 1.0 (see Section 3.0 for examples of potential values)				
Credit Schedule	Not Applicable 0**	Alter 0.1	Comment 0.3	Before 0.5	
Temporal Loss	Not Applicable 0***	0 to 5 Years -0.1	5 to 10 Years -0.2	10 to 20 Years -0.3	Over 20 Years -0.4
Kind	Out of Kind 0		In Kind 0.4		
Location	Case by Case 0	Drainage Basin 0.1	Adjacent 8-Digit HUC 0.2	8-Digit HUC 0.4	

\*\*Use this option to calculate credits for Preservation.

**PROPOSED WETLAND MITIGATION CREDITS WORKSHEET**

Factor	Area 1	Area 2	Area 3	Area 4	Area 5
Net Improvement	3.0				
Upland Buffer	0.0				
Credit Schedule	0.5				
Temporal Loss	-0.1				
Kind	0.4				
Location	0.4				
Sum of Factors	M <sub>1</sub> = 4.2	M <sub>2</sub> = 1.3	M <sub>3</sub> =	M <sub>4</sub> =	M <sub>5</sub> =
Mitigation Area	A <sub>1</sub> = 1.58	A <sub>2</sub> =	A <sub>3</sub> =	A <sub>4</sub> =	A <sub>5</sub> =
M x A =	6.636				

Proposed Wetland Mitigation Credits =  $\sum (M \times A) =$

6.6

Area 1= Creation

**Kiawah River Plantation  
Saltwater Creation Mitigation  
March 2017**

**REQUIRED WETLAND MITIGATION WORKSHEET**

*Determination of Wetland Credits (Last Revised, October 7, 2010)*

Factors	Options					
	Type C 0.2	Type B 2.0	Secondary 1.5	Partially Impaired 2.0	Primary 2.0	Type A 3.0
Lost Type						
Priority Category	Tertiary 0.5					Primary 2.0
Existing Condition	Very Impaired 0.1	Impaired 1.0	Partially Impaired 2.0			Fully Functional 2.5
Duration	0 to 1 year 0.2	1 to 3 years 0.5	3 to 5 years 1.0	5 to 10 years 1.5		Over 10 years 2.0
Dominant Impact	Shade 0.2	Clear 1.0	Drain 2.0	Dredge 2.5	Impound/Flood 2.5	Fill 3.0
Cumulative Impact	<0.25 Acre 0.1	0.25-0.99 Acres 0.2	1.0-2.99 Acres 0.5	3.0-9.99 Acres 1.0		≥10.0 Acres 2.0

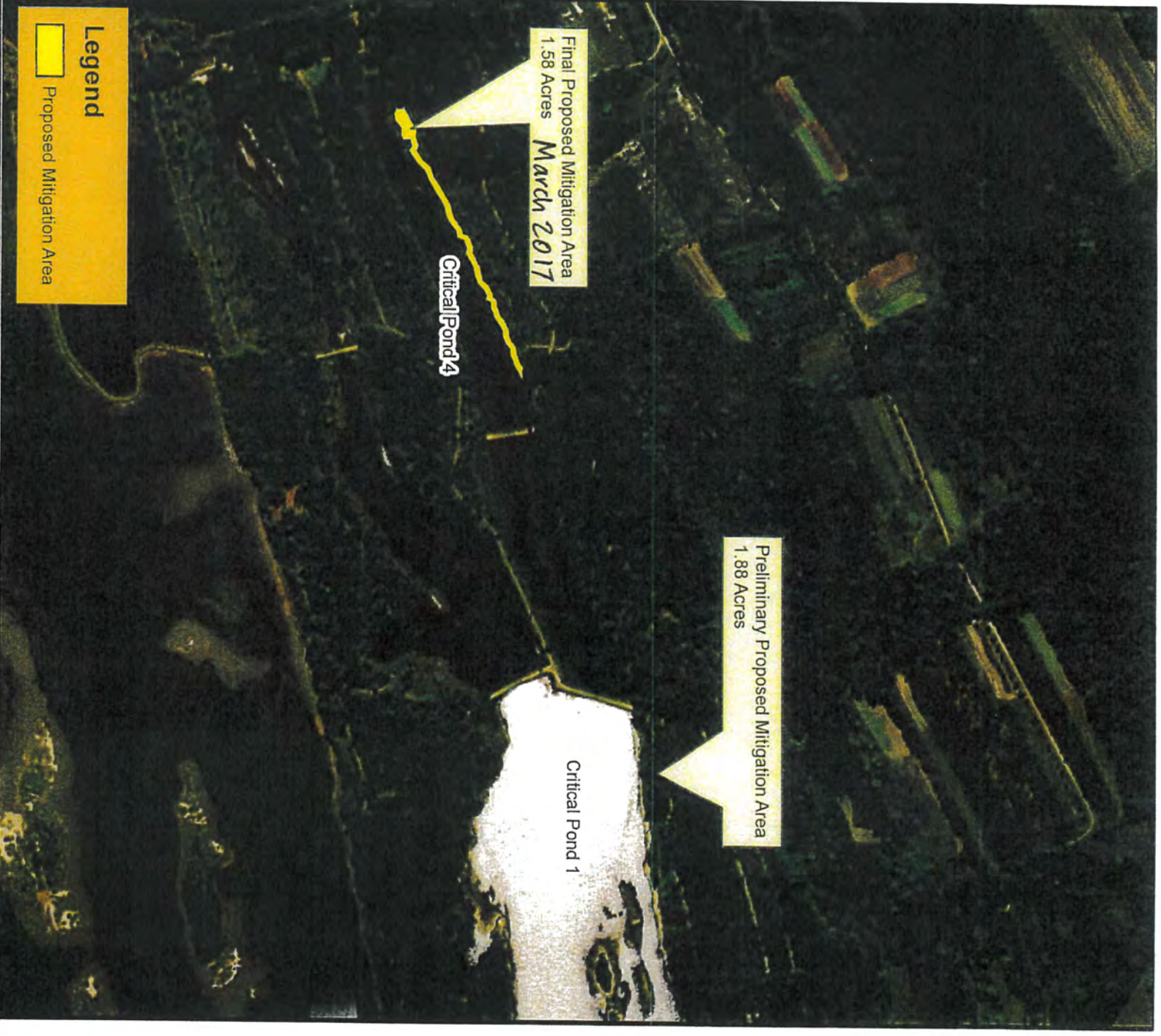
**Note:** The cumulative impact factor for the overall project should be included in the sum of factors for each impacted area on the Required Wetland Mitigation Credit Worksheet.

**Required Wetland Mitigation Credit Worksheet**

Factor	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6
Lost Type	0.2					
Priority Category	2.0					
Existing Condition	1.0					
Duration	2.0					
Dominant Impact	3.0					
Cumulative Impact	0.2					
Sum of m Factors	R <sub>1</sub> = 8.4	R <sub>2</sub> =	R <sub>3</sub> =	R <sub>4</sub> =	R <sub>5</sub> =	R <sub>6</sub> =
Impacted Area	A <sub>1</sub> = 0.79	A <sub>2</sub> =	A <sub>3</sub> =	A <sub>4</sub> =	A <sub>5</sub> =	A <sub>6</sub> =
R x AA =	6.636					

Required Wetland Mitigation Credits =  $\sum (R \times A) =$  6.6

Area 1 = Saltwater Impoundment Fill



Final Proposed Mitigation Area  
1.58 Acres  
March 2017

Critical Pond 4

Preliminary Proposed Mitigation Area  
1.88 Acres

Critical Pond 1

**Legend**  
[Yellow Box] Proposed Mitigation Area

SAC 2008-01605-21G

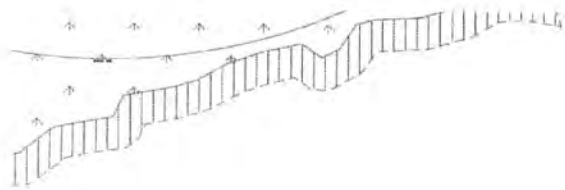
Project #: 01-2535b      Date: February 2017

Created by: RC

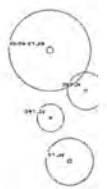
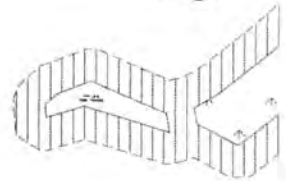
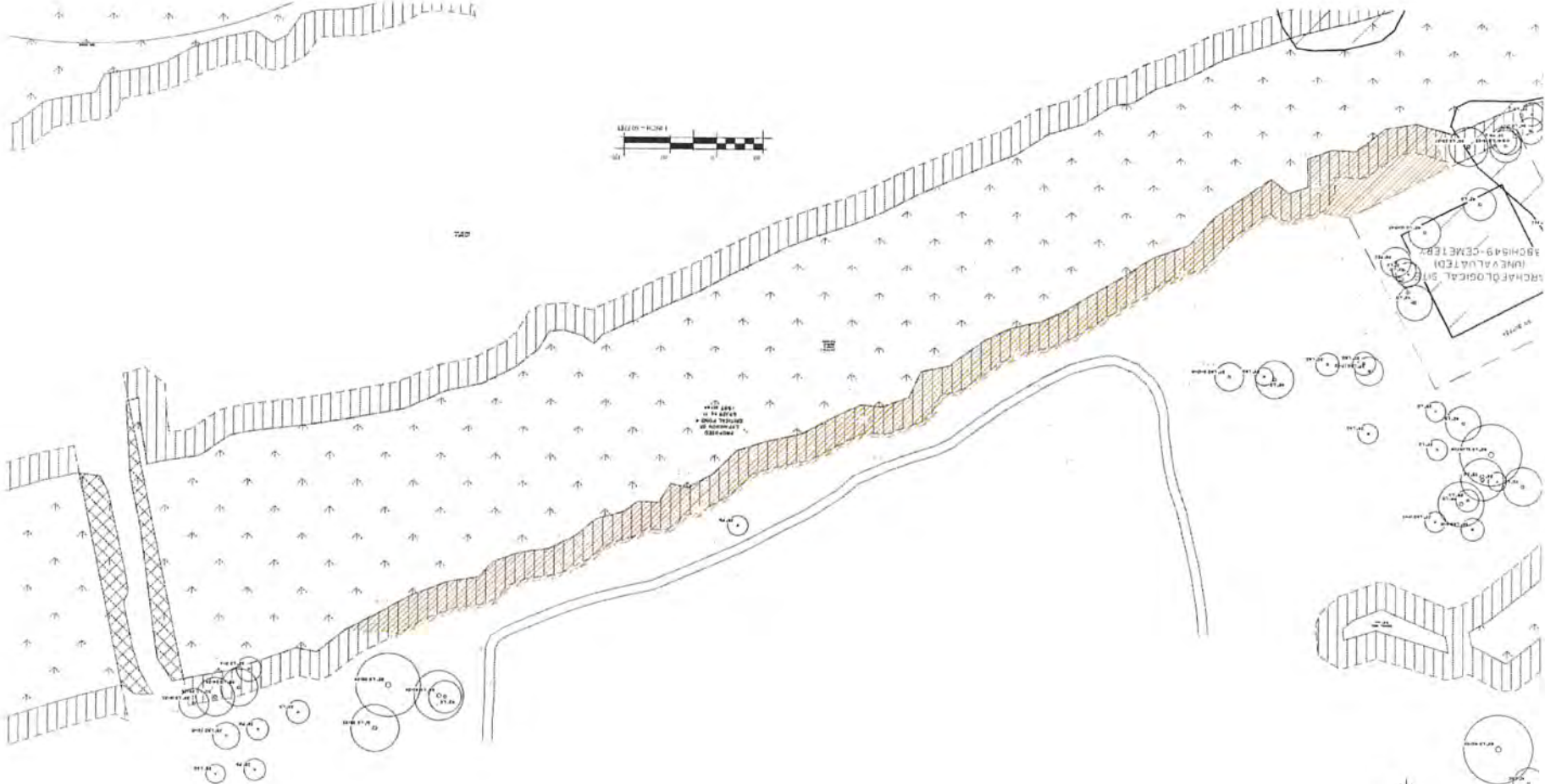


Final Proposed Saltwater Creation Site  
Kiawah River Plantation  
SAC 2008-01605-21G





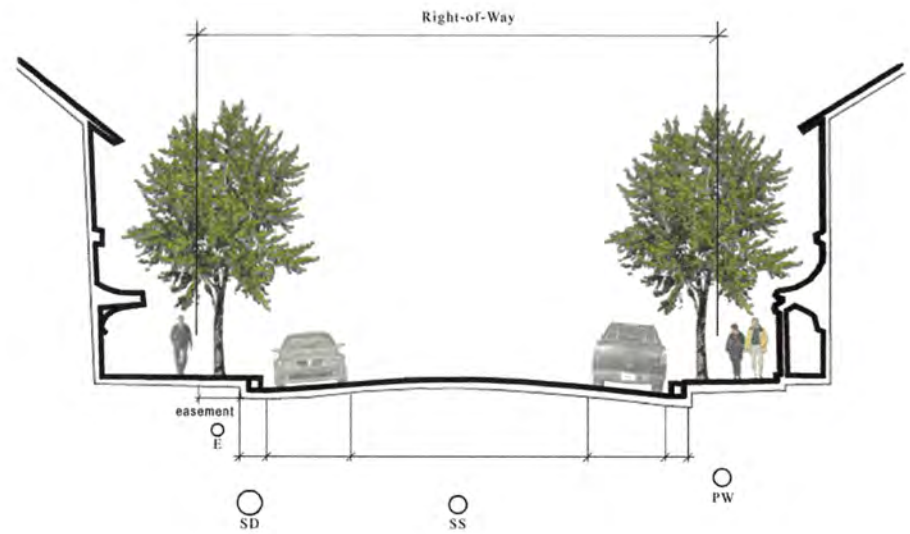
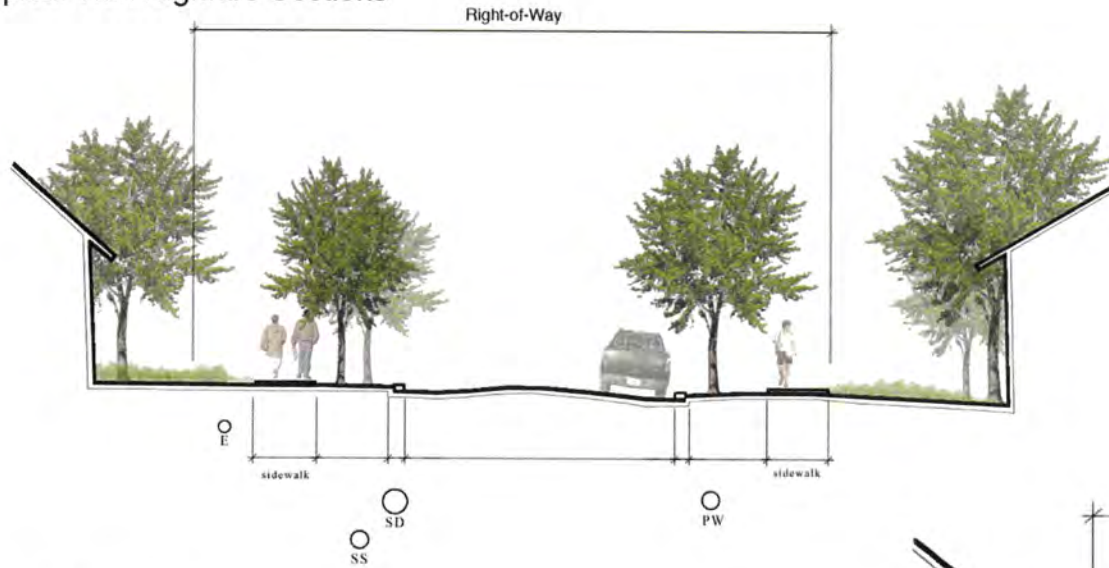
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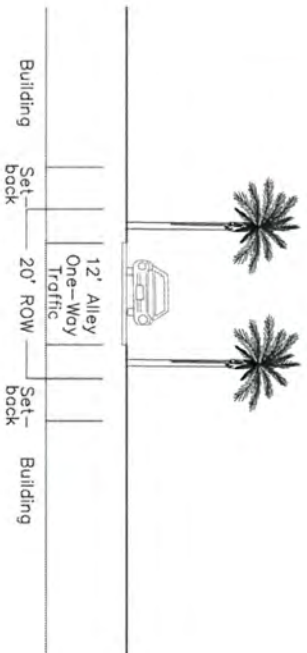


# Typical Thoroughfare Sections

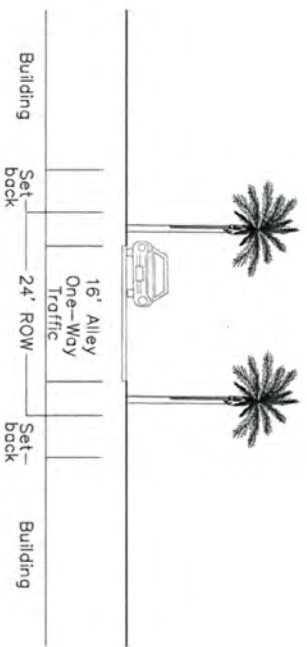


- Utilities Key:  
 E - Electric (may also be located in street)  
 SD - Storm Drain  
 SS - Sanitary Sewer  
 PW - Potable Water

**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Residential Alley/Commercial Alley



RESIDENTIAL ALLEY – SECTION



COMMERCIAL ALLEY – SECTION

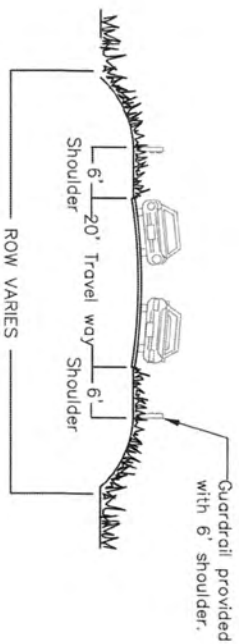


**Residential Alley-** A narrow throughfare intended to provide rear access to residential lots for parking, trash collection, utility and service areas. While discouraging through traffic, the alley promotes slow movement and allows one-way vehicular movement.

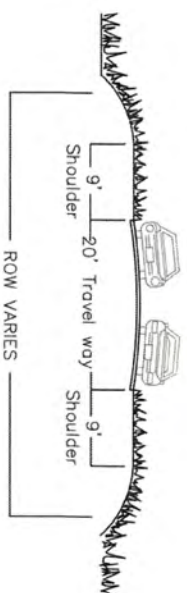
**Commercial Alley-** A narrow throughfare intended to provide rear access to commercial lots for parking, trash collection, utility and loading and service areas. While discouraging through traffic, the alley promotes slow movement and allows one-way vehicular movement.

*Kiansuh River Plantation*

**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Causeway



CAUSEWAY – OPTION 1  
SECTION



CAUSEWAY – OPTION 2  
SECTION

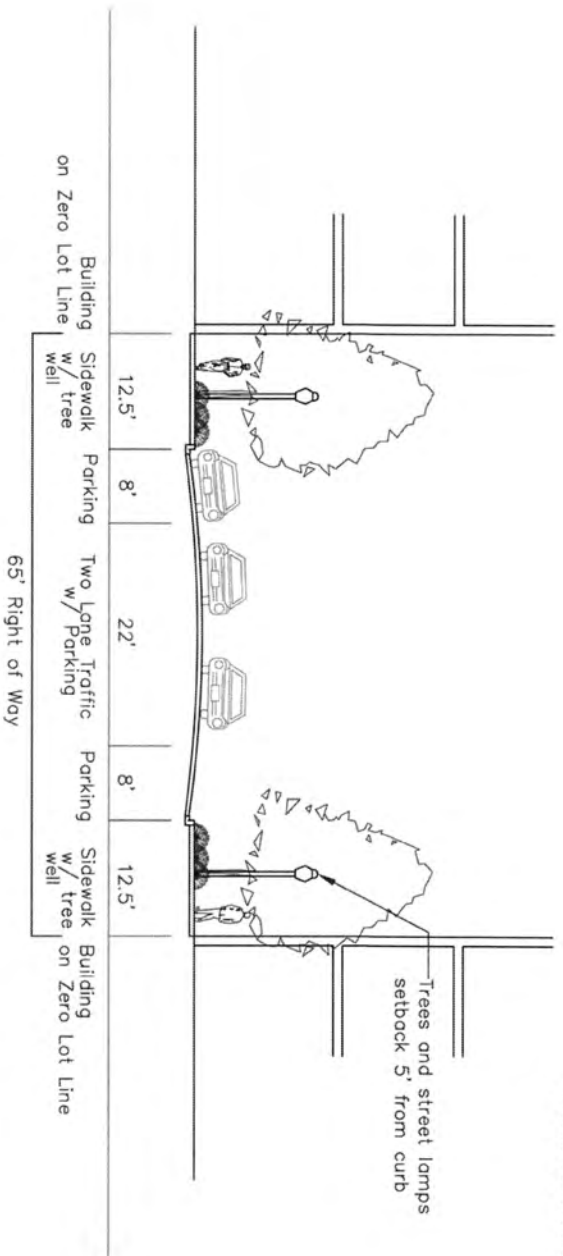


Option 1- A two-way elevated thoroughfare implemented to cross marshlands, wetlands and waterways. This section implements a guardrail and a six foot shoulder.

Option2- A two-way elevated thoroughfare implemented to cross marshlands, wetlands and waterways. This section implements a nine foot shoulder.

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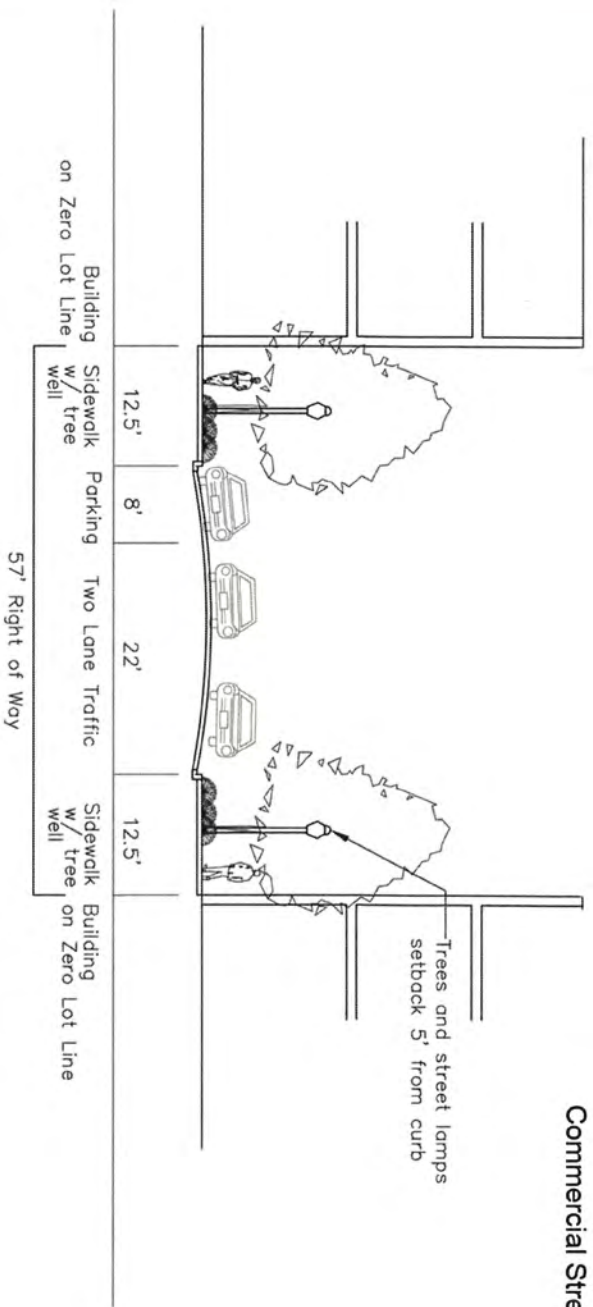
**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Commercial Street 1



Commercial Street Section 1 - A small scale, low speed local connector providing frontage for high-density buildings such as offices and retail shops. This street is urban in character with raised curbs, on-street parking, wide sidewalks, street trees individual planters, and buildings aligned with minimal setbacks.

*Kiansah River Plantation*

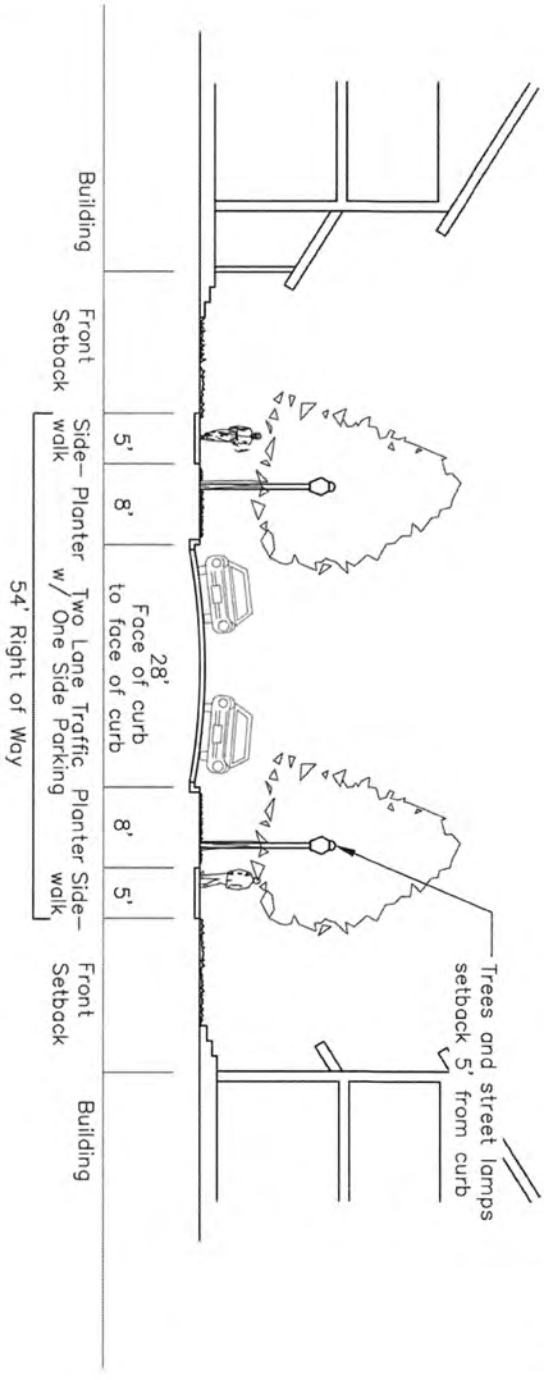
**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Commercial Street 2



Commercial Street Section 2- Small-scale, low speed connector providing frontage for high-density buildings such as offices and retail shops. This street is urban in character with raised curbs, on-street parking (one side), sidewalks, street trees in individual planters, and buildings aligned with minimal setbacks.

*Kansas River Plantation*

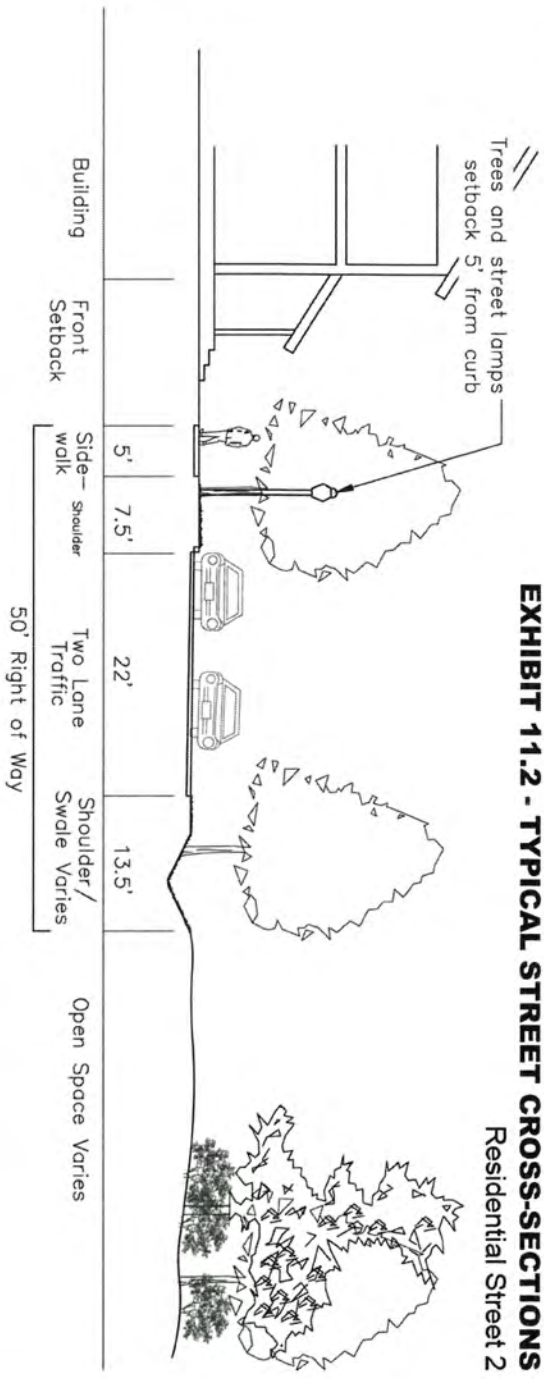
**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Residential Street 1



Residential Street Section 1 - A small-scale, low speed connector intended to provide frontage for acces to residential lots, and carries traffic having a destination or origin on the street itself. This street section has continuous planting strips and narrow sidewalks.

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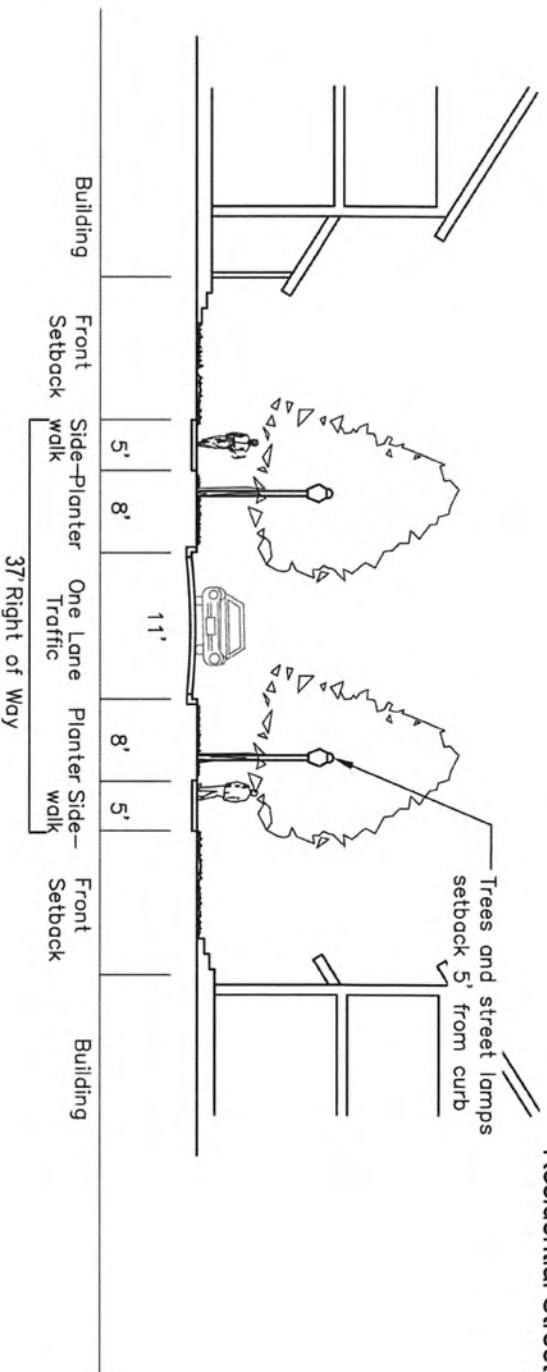
**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Residential Street 2



Residential Street Section 2- Small-scale, low speed connector intended to serve as the boundary along the residential development and an open space park or natural setting. One side of the thoroughfare has an urban character with continuous planting strips, sidewalks and residential buildings, while the opposite side has the qualities of a parkway with natural detailing.

*Kiansah River Plantation*

**EXHIBIT 11.2 - TYPICAL STREET CROSS-SECTIONS**  
Residential Street 3

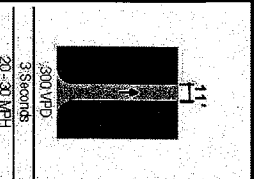
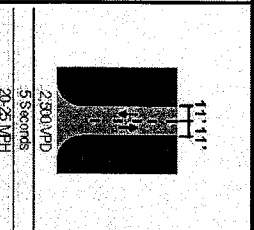
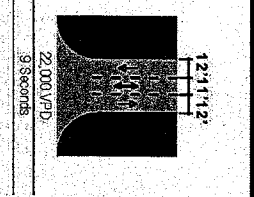
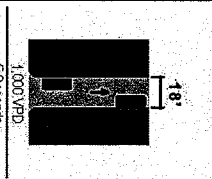
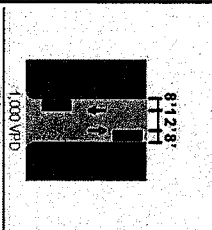
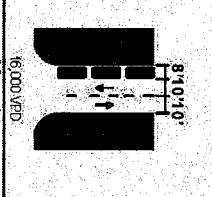
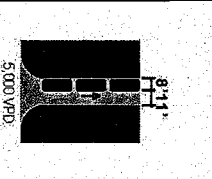
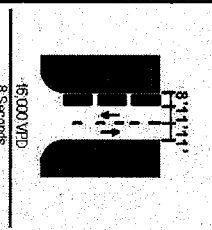
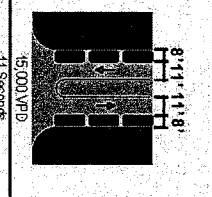
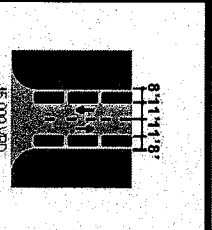
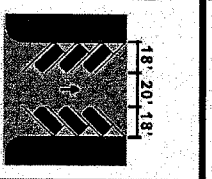
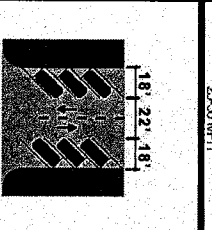
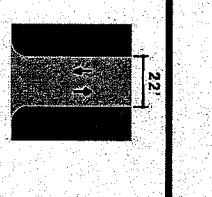
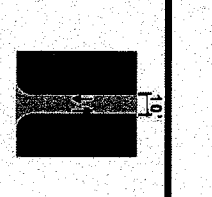


Residential Street Section 3- A small-scale, low speed, one-way roadway intended to provide frontage for access to residential lots, and carries traffic having a destination or origin on the street itself. This street section has continuous planting strips and narrow sidewalks.

*Kiawah River Plantation*



**EXHIBIT 11.3 - VEHICLE LANE & PARKING ASSEMBLIES**

Allowable Districts	NO PARKING	ONE WAY MOVEMENT		TWO WAY MOVEMENT	
All Districts	<b>a.</b> NO PARKING Design ADT Pedestrian Crossing Design Speed	 11' 1900 VPD 5 Seconds 20-30 MPH	 11' 11' 2300 VPD 5 Seconds 20-25 MPH	 12' 11' 12" 22,000 VPD 9 Seconds 25-30 MPH	
All Districts	<b>b.</b> YIELD PARKING Design ADT Pedestrian Crossing Design Speed	 18' 1,000 VPD 5.9 seconds	 8' 12.8" 1,000 VPD 7 Seconds	 8' 10' 0" 16,000 VPD 8.9 seconds 25-30 MPH	
All Districts	<b>c.</b> PARKING ONE SIDE PARALLEL Design ADT Pedestrian Crossing Design Speed	 8' 11' 5,000 VPD 5 Seconds 20-30 MPH	 8' 11' 11" 16,000 VPD 8 Seconds 25-30 MPH	 8' 11' 11" 15,000 VPD 11 Seconds 25-30 MPH	
All Districts	<b>d.</b> PARKING BOTH SIDES PARALLEL Design ADT Pedestrian Crossing Design Speed		 8' 11' 4' 8" 15,000 VPD 10 Seconds 25-30 MPH		
All Districts	<b>e.</b> PARKING BOTH SIDES DIAGONAL Design ADT Pedestrian Crossing Design Speed	 18' 20' 18' 18,000 VPD 15 Seconds Below 20 MPH	 18' 22' 18' 15,000 VPD 17 Seconds 20-25 MPH		
All Districts	<b>f.</b> PARKING ACCESS Design ADT Pedestrian Crossing Design Speed		 22' 5,900 VPD 5.9 seconds	 10' 3.9 seconds	

\*Refer to the Roadway/Thoroughfare Standards for additional requirements

ADT = Average Daily Traffic

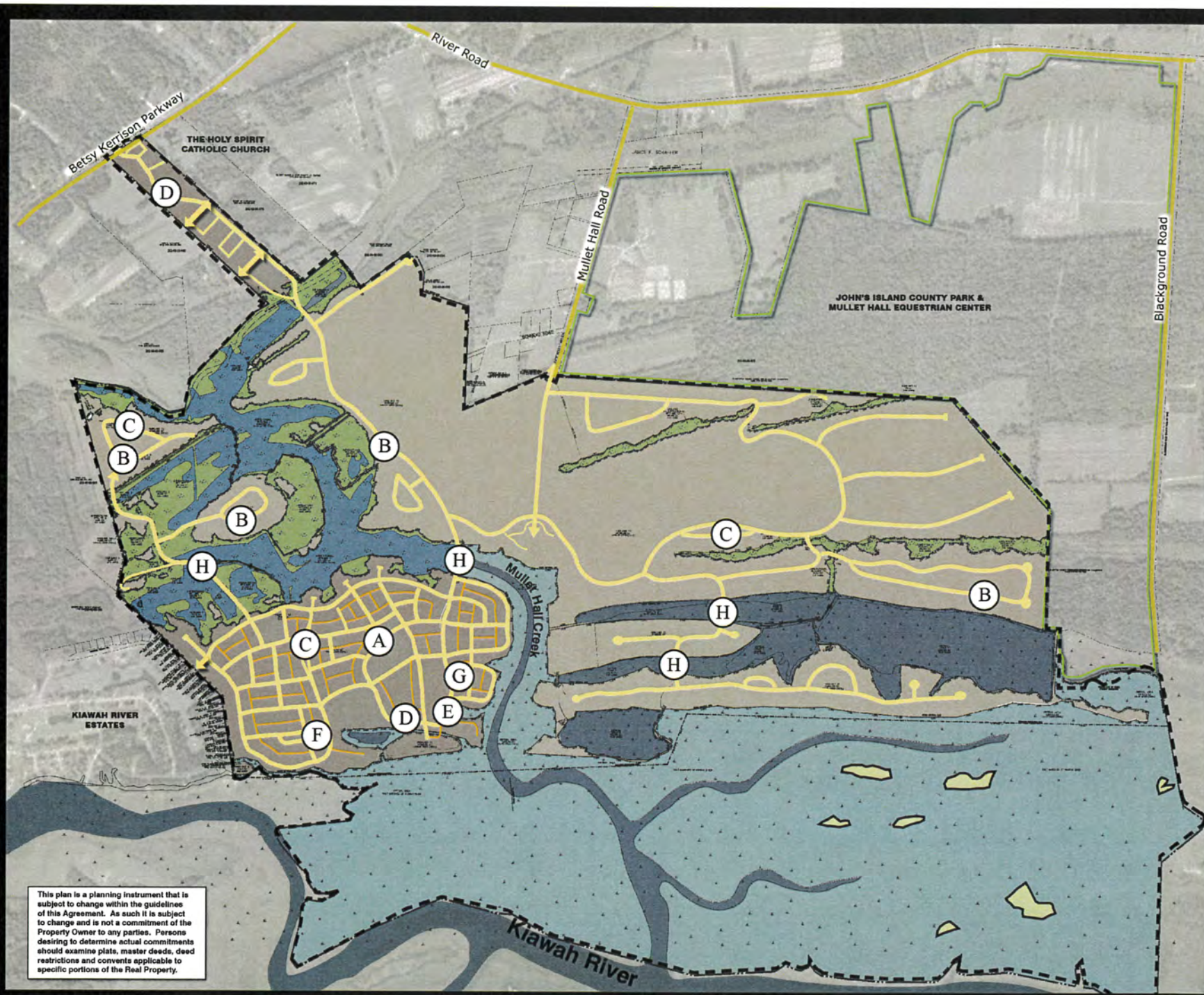
VPD = Vehicles Per Day

MPH = Miles Per Hour

Conditions of Use

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*Kearnsku River Plantation*



**Legend**

- VEHICULAR CIRCULATION
- MIXED USE RESIDENTIAL
- RESIDENTIAL
- FRESHWATER WETLAND
- OCRM CRITICAL AREA
- MARSH ISLANDS

**Road Types**

- (A) RESIDENTIAL STREET 1
- (B) RESIDENTIAL STREET 2
- (C) RESIDENTIAL STREET 3
- (D) COMMERCIAL STREET 1
- (E) COMMERCIAL STREET 2
- (F) RESIDENTIAL ALLEY
- (G) COMMERCIAL ALLEY
- (H) CAUSEWAY

This plan is a planning instrument that is subject to change within the guidelines of this Agreement. As such it is subject to change and is not a commitment of the Property Owner to any parties. Persons desiring to determine actual commitments should examine plats, master deeds, deed restrictions and covenants applicable to specific portions of the Real Property.

ACRES
10
5
1



# Kiawah River Plantation



September 30, 2009

Mr. Kevin O'Neill  
Vice President  
Beach Development  
211 King Street  
Suite 300  
Charleston, SC 29401

Via email: [koneill@thebeachcompany.com](mailto:koneill@thebeachcompany.com)

Re: Project Coordination – Kiawah River Plantation

Dear Kevin,

Charleston County Park and Recreation Commission understands without objection that it will be necessary for Mullet Hall Road to be utilized as a construction access for the Kiawah River Plantation project. This will not present a problem for our adjacent property, provided that the road is maintained throughout the course of the project, and later repaired or rebuilt to SCDOT standards at a minimum.

Please continue to keep us informed of your progress.

Best regards,

A handwritten signature in blue ink, which appears to read "Julie Hensley".

Julie Hensley  
Director, Planning Division

Copy: Tom O'Rourke, David Bennett, Cynthia Montague

861 Riverland Drive  
Charleston, SC 29412  
843-762-2172  
[www.ccprc.com](http://www.ccprc.com)

**EXHIBIT 12.1 - ILLUSTRATION OF ARCHITECTURE STYLE**



**Typical Residential Architecture**



**Typical Multi-Family Architecture**



**Typical Residential Architecture**



**Typical Commercial Architecture**



**Typical Hotel/Inn Architecture**



**Typical Commercial Architecture**

*Kiawah River Plantation*

**EXHIBIT 12.2 - ILLUSTRATION OF LANDSCAPE ARCHITECTURAL STYLE**



**Typical Residential Street Landscape**



**Typical Trail/Open Space Landscape**



**Typical Residential Landscape**



**Typical Residential Landscape**



**Typical Residential Street Landscape**



**Typical Causeway Road Landscape**

*Kiawah River Plantation*



EXHIBIT 12.3

# KIAWAH RIVER

RESIDENTIAL DESIGN GUIDELINES



# K I A W A H R I V E R

CHARLESTON SEA ISLANDS

*South Carolina*

## RESIDENTIAL DESIGN GUIDELINES

December 2017

Kiawah River Investments, LLC

A Partnership between The Beach Company and The McNair Group

**VITA**  
PLANNING & LANDSCAPE ARCHITECTURE  
Community Developer

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# WELCOME

These Design Guidelines (Guidelines) are intended to provide guidance for all residential Development and construction within Kiawah River—new buildings, building additions, site work and landscaping—as well as any subsequent changes or alterations to previously approved plans or existing homes. The Guidelines will be administered by the Kiawah River Architectural Review Board (ARB) in accordance with procedures set forth herein and in the Kiawah River Development Covenants, Conditions and Restrictions (CC&R's). In the event of any conflict between the Design Guidelines and the CC&R's, the CC&R's shall govern and control.

The Guidelines may be amended from time to time by the Master Developer. It is the Guest Builder or Property Owners' responsibility to be sure that they have current Guidelines and have carefully reviewed all applicable sections of the CC&R's, project approval documents, and/or other governing ordinances or regulations that may affect their Improvements. Any conflicts identified by the Guest Builder or Property Owner or their Consultants shall be immediately brought to the attention of the Master Developer. In general, where regulations or Guidelines conflict with one another, the more restrictive regulations or requirements shall apply.

The illustrations in this document are intended to convey a concept and not to portray specific plans for construction. Plans may be modified at any time at the sole discretion of the Master Developer. The purpose of these Guidelines is not to create look-alike structures or other Improvements but to ensure that designs are compatible with the design objectives of the Community as a whole. To that end, the ARB reserves the right to require design modifications or additions that, though not specifically contained in the

Guidelines text or illustrations, are within the spirit and intent of the Guidelines and the design objectives of the Community.

These Guidelines are binding on any persons, company or firm that intends to construct, reconstruct or modify any permanent or temporary Improvements in the Community. The ARB evaluates all Development proposals on the basis of these Design Guidelines. Some of the Guidelines are written as broad standards and the interpretation of these standards is left up to the discretion of the ARB. Other Guidelines, such as Building Height or Setbacks, are more definitive, or absolute, design parameters and in many cases parallel Charleston County Zoning and Development Regulations or the Kiawah River Planned Development District Plan (PDD Plan). It is the intention of the Guidelines that all Improvements comply with these absolute standards. In the event of a conflict between these Guidelines and any local, State or Federal building or zoning code or Kiawah River PDD Plan; the local, State, or Federal building or zoning code or Kiawah River PDD Plan shall govern.



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# 1

## THE KIAWAH RIVER DESIGN PHILOSOPHY

## 1.1 An Introduction to Kiawah River

For centuries, rivers have drawn people to their banks to claim a spot of their own along their fertile lands. Around the globe, small settlements have grown into port cities along the rivers' edge, reinforcing the time-proven connection we have with life-giving water. If one looks carefully, a common thread can often be found in each of these locations: they hold a special place in the heart of everyone who lives in or visits them.

Inspired by the visionaries of old, Kiawah River will take its place among the most desirable Charleston Sea Island addresses. It will grow organically, anticipating and fulfilling the needs of the residents who will provide life to its shores. Walking along the water's edge, every home, restaurant, shop and amenity will connect with the other, echoing the tides and flowing with the rhythms of life lived as it should be. This organic growth will be guided by the following principles, acknowledging the unique setting and opportunity of this Charleston Sea Island place:

### THE NATURAL LANDSCAPE AS A LEGACY

Charleston Sea Island residents possess a profound respect for the land and nature, managing their precious resources to ensure their bounty for future generations. The pattern of Development on Johns Island has traditionally followed the drainage patterns, wetlands, and ecological movement of animals throughout the land. At Kiawah River, open-space preservation, green building principles and responsible management practices will create a Community that is truly respectful of this magnificent natural setting, the natural systems that shape its landscape, and be committed to preserving it for future generations.

### CONTEMPORARY COMMUNITY WITH TRADITIONAL SENSIBILITIES

Acknowledging its location in the Charleston Sea Islands and, specifically, Johns Island, the Kiawah River Community will pay respect to local culture and traditions through its layout, buildings and materials, creating a Community that belongs. Historic building forms, time-proven local materials, agricultural references and traditional landscape patterns combine to create a Community that is at once familiar yet forward looking.

### A REAL PLACE TO LIVE

Like the early towns of the South, Kiawah River is designed to fulfill the needs of its residents with a diversity of home types and sizes that create a vibrant social mix of residents. Neighborhoods are laid out to encourage social interaction; a mixed-use village along the river's edge creates local jobs and provides both services and entertainment; organic farms supply markets and restaurants with healthy produce; the communities' parks and open spaces are places to play, explore, reflect and grow. In short, it is a place to call home.



THE LODGE AT RIVER VILLAGE



## 1.2 Kiawah River Design Philosophy & Community Plan

The spiritual qualities of the Charleston Sea Islands have attracted people for centuries, becoming a sanctuary in which to rest and renew ourselves and our relationships with others. The early inhabitants of Kiawah River, the Kiawah, Stono and Edisto Indians established village communities that were protected from the sometimes harsh Atlantic environment and in which they collaborated with each other and shared the wealth of nature's resources. Kiawah River will be such a place, enabling its residents to create their own personal sanctuary amid a lush riverfront environment. This philosophy has shaped a Community plan with the following goals:

### CONNECTIVITY AND WALKABILITY

Providing a direct connection to the natural environment and easy access to the trails system is a key component to establishing the Community pattern and road networks. The Community Plan allows residents to experience the Community and the natural environment by foot, bicycle or boat. An extensive trail network connecting all Neighborhoods to open space, Jack Island, Community amenities or offsite trails has been installed to achieve this goal.

### VIEWS

Protecting and enhancing water, maritime forest, agricultural and open space views for residents from their homes and throughout the Community as a whole is a primary goal of these Guidelines. Landscaping, Architectural massing and other Improvements will be implemented in such a way to preserve open space corridors which enhance the Community's view to its natural environment, ensuring that each Resident is able to enjoy the beautiful natural setting.

### CONNECTION TO THE WATER

The Community Plan allows for a direct connection to the water's edge by providing a Common Area Setback with trails for most Lots along the water, allowing all residents access to the vast majority of coastline or lakefronts that are the hallmark of Kiawah River.

### DISTINCT NEIGHBORHOODS

Utilizing Traditional Neighborhood Development Patterns (TND) the road network creates a series of distinct Neighborhoods which connect people to the streets and places front porches and gathering spaces along a pedestrian friendly streetscape.



# 2

## SITE DESIGN

In an effort to preserve and enhance the natural environment, the following chapter outlines design strategies of the Master Developer that promote the protection of this unique ecosystem. These include standards for all site work relating to the Lot, including grading, siting of structures, design of outdoor areas and preservation and enhancement of the landscape.

## 2.1 Site Design Objectives

The following are the main objectives for the site design at Kiawah River.

- To protect, preserve, and enhance the existing landscape and natural features throughout the Community.
- To create landscapes that are appropriate to the Charleston Sea Islands and reinforce the Community and Architectural image.
- To enhance views to the water.
- To minimize tree removal by limiting site grading and disturbance.
- To ensure smooth transitions from Master Developer installed improvements to Guest Builder or private Property Owner installed Improvements.
- To create outdoor spaces that are natural extensions of the indoor spaces, taking advantage of the climate by providing shade and capturing breezes.

## 2.2 Charleston County Zoning & Development Regulations / Kiawah River Planned Development District Plan (PDD Plan)

The Guest Builder or Property Owner shall be responsible for ensuring all proposed Improvements comply with Charleston County Zoning and Development Regulations as well as the Kiawah River PDD Plan. The ARB shall not be responsible for checking an applications' conformance with these documents or inadvertently approving an application that is not in conformance with any project approval document.

## 2.3 FEMA Requirements

The Guest Builder or Property Owner shall be responsible for ensuring all proposed Improvements comply with FEMA Flood Requirements. A copy of the FEMA Flood Map is available from the Kiawah River Development Office.

## 2.4 Master Developer Installed Improvements

To establish the overall Community character and form, the Master Developer may implement Common Area Improvements which may include streetscapes, parks, entry road, and Community amenity structures. Some of these Improvements may be contained within parcels that are sold to Guest Builders for implementation. It is the responsibility of the Guest Builder to verify what Improvements have been, or may be, installed by Master Developer within their development parcel. All Improvements which have been installed by the Master Developer shall be preserved and protected throughout the course of construction. In the event that Improvements must be removed in order for construction to proceed, it is the responsibility of the Guest Builder to replace these Improvements to the same level of quality installed by the Master Developer.

## 2.5 Lot Diagrams

A Lot Diagram has been prepared for each Lot type which describes the unique attributes of that Lot type and indicates important design parameters such as Buildable Envelope, easement areas, drainage areas, views, sun angles, landscape areas, special restrictions, suggested driveway access and other attributes that may affect the Residence and site design.

Lot numbers and layouts are designated on the Community Plan. Lot Diagrams that correspond to the Plan are available at the Kiawah River Sales or ARB offices. Buildable Envelope locations were determined based on the specific characteristics of each Lot and on the planning and design objectives for Kiawah River, specifically:

- Minimize tree removal
- Minimize grading
- Protect natural drainages throughout the Community
- Provide connections to open space
- Protect or enhance the natural landscape

Each Lot may have two areas, the Buildable Envelope and a Natural Area. The Buildable Envelope consists of the Private Area, the Transition Area, and the Facade Zone. See Figure 2.5 – Sample Lot Diagram

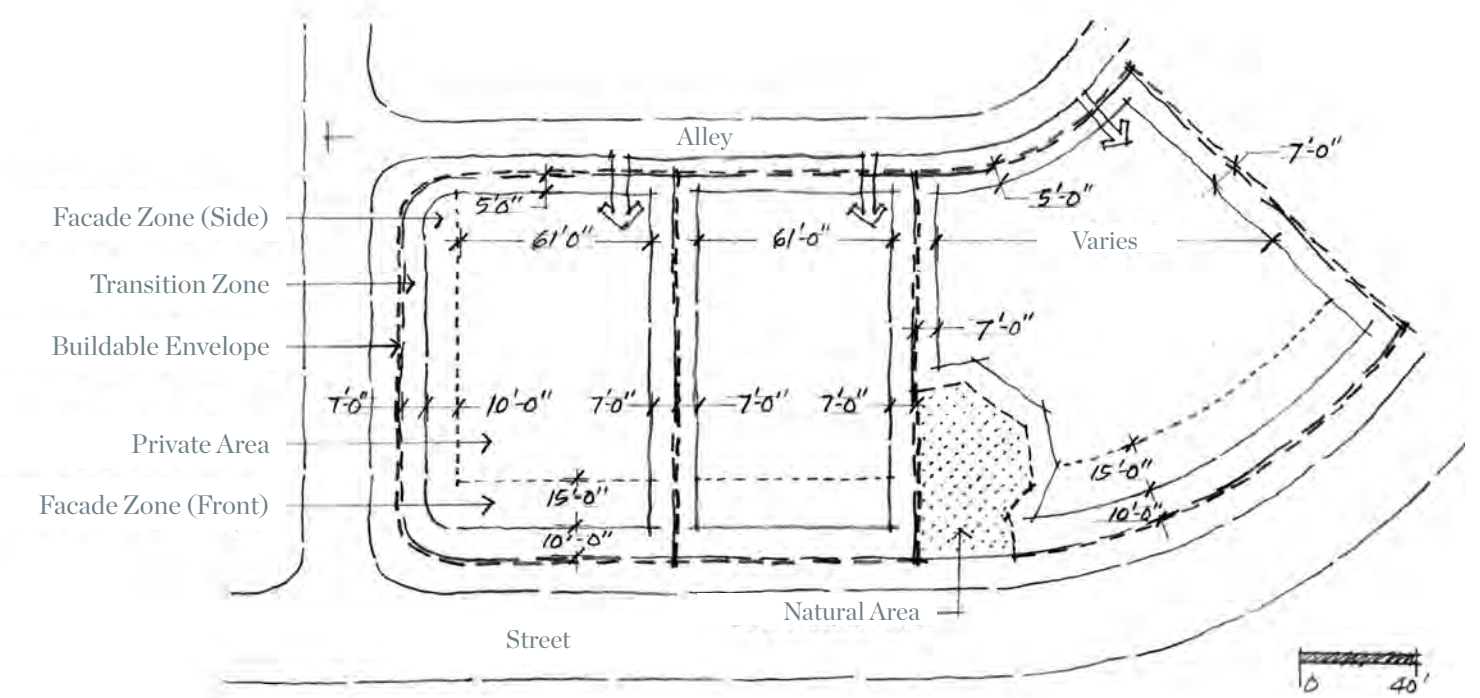


FIGURE 2.5 – SAMPLE LOT DIAGRAM

## 2.6 Buildable Envelopes

The Buildable Envelope is that portion of the Lot where all Improvements must take place. The Buildable Envelope consists of a Private Area where buildings, other vertical structures and landscape Improvements may occur and a Transition Area where only landscape or horizontal Improvements (patios, pools, paths, etc.) may occur.

Buildable Envelopes have been established for all Lot Diagrams to clearly identify the buildable area of the Lot and its relationship to the streetscape. Buildable Envelopes are areas designated on the Lot Diagrams within which all Improvements on the Lot (except utility connections, some landscape, drainage work and driveways) must take place.

Buildable Envelopes comply with Charleston County and Kiawah River PDD Plan and respond to natural features such as topography, existing trees and view orientation. The ARB will consider, on a case-by-case basis, adjustments to the Buildable Envelope if the benefits of such an adjustment to other Property Owners and Kiawah River Community as a whole are demonstrated.

Digital base plan files indicating property lines, topographic information, Lot Diagrams and utility information are available from the Kiawah River Development Office. These are offered only as a convenience to the Guest Builder or Property Owners and their Consultants and are not a substitute for a certified survey prior to beginning design work. *See Figure 2.5 – Sample Lot D.*

### 2.6.1 Private Area

The Private Area is that portion of the Buildable Envelope which includes buildings and outdoor private spaces. The buildings within the Private Area must conform to the maximum Building Height and massing requirements as well as the Architectural requirements set forth in these Guidelines and as indicated on the Lot Diagrams. Most of the landscape within this area is not visible from neighboring Lots or the street because it is screened by buildings and/or other landscape elements. Accordingly, within this area the Property Owner has more flexibility in creating a more ornamental and personal landscape. The Private Area includes the Facade Zone as detailed below.

### 2.6.2 The Facade Zone

The Facade Zone is part of the Private Area of the Lot that is dedicated specifically for Architectural elements of the building that contribute to the overall quality of the streetscape or shared Common Area. The Facade Zone of the Lot can occur both on a publicly facing street or a shared Common Area. Allowable Facade Zone uses include building entries, front porches, wrap-around porches, bay windows, sun porches, and other Architectural elements that articulate the facade and create visual interest. The ARB will carefully evaluate applications to ensure that the design of the building facade maintains the quality of the streetscape or Common Area and is complementary to adjacent buildings. *See Figure 2.6.2 – The Facade Zone*

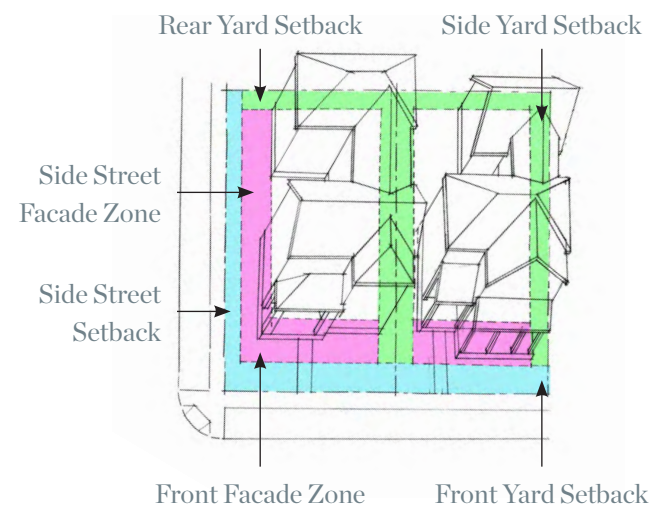


FIGURE 2.6.2 – THE FACADE ZONE

### 2.6.3 Transition Area

The Transition Area is located within the Buildable Envelope and is visible from the Common Areas, streets and neighboring Lots. No vertical structures may be located in the Transition Area, but pools, pool enclosure fences, low retaining walls and/or freestanding walls (maximum 4 feet in height), patios, spas, built-in barbeques, new plantings or other horizontal landscape Improvements are allowed. Landscape structures (such as trellises and/or arbors, etc.), walls higher than those described above, and landscape that has the potential to block views, are prohibited. Privacy walls and utility screening walls to a maximum of 6 feet in height along the side property line or located within the side yards may be allowed at the discretion of the ARB.

## 2.7 Lot Types

### 2.7.1 Natural Area

The Natural Area is that portion of the Lot that lies outside the Buildable Envelope and must remain as natural vegetation in

accordance with these Guidelines. Minimal grading for driveway access and to accommodate drainage and utility connections are allowed within the Natural Area. The Natural Area may include drainages that shall be preserved in their natural state or Master Developer installed landscape that is to be protected. Additional plant material may be added in the Natural Area if the existing native landscape is significantly less dense than other natural conditions because of man-made or natural disturbances. Not all Lots will contain a Natural Area.

The following Lot types are representative of the Lots at Kiawah River. Dimensions of Lots may vary, and new product may be added in later phases. Applicants are strongly encouraged to become familiar with their Lot type and its relationship to the Neighborhood & Common Areas prior to starting design

- A1 – 40' x 110' – Alley Loaded
- A2 – 40' x 110' – Front Loaded
- B1 – 50' x 120' – Alley Loaded
- B2 – 50' x 120' – Front Loaded
- C1 – 75' x 120' – Alley Loaded
- C2 – 75' x 120' – Front Loaded
- D1 – 100' x 160' – Alley Loaded
- D2 – 100' x 160' – Front Loaded
- E2 – 125' x 180' – Front Loaded
- F2 – +125' x +180' – Front Loaded Garden Cottage

## 2.8 Combining Lots

In cases where a Guest Builder or Property Owner owns two or more contiguous Lots and wants to combine two or more Lots into a single Lot, the Property Owner must receive the consent of the Kiawah River ARB. A revised Buildable Envelope will be prepared by the ARB with input from the Property Owner and their Design Consultants. The total dimensions of the side yard Setback of the revised Buildable Envelope will be equal to or greater than the sum of the side yard Setbacks of the uncombined Lots. Additionally, the new Buildable Envelope area resulting from combining the Lots shall not exceed the sum of the Buildable Envelope areas of the uncombined Lots. Following approval by the ARB, any required regulatory approvals will be the responsibility of the Property Owner.

The ARB will carefully review issues relating to Building Mass and scale when reviewing a home on combined Lots. Property Owners and their Consultants are encouraged to be sensitive to these important issues when preparing their applications.



## 2.9 Building Coverage, Minimum Floor Area, & Maximum Floor Area

The allowable Building Coverage for each Lot type is defined by the Lot Diagrams. The Minimum Floor Area for interior air-conditioned space will be 1,000 square feet. Although there is no Maximum Floor Area, the ARB will be reviewing applications to ensure that all Improvements are appropriately scaled to the Lot and surrounding landscape. Accordingly, homes larger than 3,500 square feet, including unheated garages but excluding non-air conditioned “outdoor rooms,” must be split into multiple building Masses. For Floor Area and Building Coverage definitions, refer to Appendix A – Definitions.

## 2.10 Icon Lots

Due to their location in the Community, size or elevation, certain Lots have the potential to have a significant visual impact when viewed from the Common Areas. These Lots have been given Icon Lot status and are identified as such on their Lot Diagram. Special design requirements are placed upon these Lots as described below. Property Owners and their design Consultants are required to discuss an Icon Lot with the ARB prior to proceeding with design and shall identify the Icon Lot designation in their application.

Icon Lots may have one or more of the following special design considerations:

### ENHANCED LANDSCAPING

Certain Lots having side or front yards facing Common Areas are required to install additional landscape in an effort to soften the building elevation. Planting a greater number of larger trees, along with massing of shrubs for privacy, would satisfy this goal.

### COLOR

A Community-wide objective of the Guidelines is to create homes that reside inconspicuously in their setting, allowing the landscape to dominate the scene. An important design tool in achieving this goal is the use of recessive colors. Enhanced Architectural Treatments: Though these Guidelines require four-sided Architecture for all buildings – that is, Architecture whose facade designs are all treated with equal aesthetic importance – certain Icon Lots will require their design Consultants to pay particular attention to the building elevations facing the Common Areas. These elevations should exhibit eclectic, handcrafted details reflective of the homes’ Architectural style or distinctive massing.

### PARKING / ACCESS

Icon Lots must pay particular attention to the parking configuration and access to the Lot. In general, Icon Lots shall avoid a front-loaded or front-facing garage configuration and access the

parking from the rear or side. In the case of a raised home with parking on the ground floor, the parking should be accessed from the rear or side. Front yard terraces, retaining walls and steps will be encouraged by the ARB to provide a visual and physical connection from the front door to the street.



## 2.11 Grading & Drainage

### OBJECTIVES

- To blend new Lot Improvements with adjacent Common Areas, wetland areas, and the river’s edge.
- To preserve existing trees by minimizing Cut / Fill
- To create natural and/or curvilinear landforms as a setting for the building Improvements, rather than straight and angular solutions.
- To ensure drainage Improvements are compatible with adjacent Lots, Common Areas, or existing landforms.
- To reduce storm water run-off
- To reduce non-point source pollution

### GRADING GUIDELINES

- All Cuts, Fills and retaining walls must create smooth transitions at the top and bottom of slopes and appear to be extensions of natural landforms. Long, straight landforms shall be avoided, while rounded flowing forms are required.
- Building Pad elevations may not be raised or lowered without the expressed written approval by the ARB. Any changes in pad elevation must be approved by the Kiawah River ARB and it is the Guest Builder or Property Owner’s responsibility to obtain this approval prior to Final

Design Review. The ARB will closely review any proposal to change pad elevations, in particular as it relates to tie-in grading at the base of existing trees and the water’s edge.

- To the greatest extent possible, no grading shall be allowed within the drip line of trees to be retained.
- Grading operations shall not cause any on-or-off site erosion or sedimentation, even during construction.
- Grading at the outer edges of individual Lots shall not result in abrupt transitions to adjacent Common Areas, Lots or streets.
- Slopes shall not exceed 3:1 unless it can be demonstrated that a steeper slope will result in a more appropriate design solution. When 3:1 slopes are used, their visibility shall be minimized and have a landscape treatment that helps mitigate the abrupt visual character of the slope. Contour grading is to be used instead of structures wherever feasible.
- All grading shall be completed within the Buildable Envelope and shall not impose off-site drainage onto adjacent Common Areas, Lots or streets.
- Cut and Fill slopes are to be landscaped and restored with plant materials that blends with the adjacent



landscape Improvements or natural landscape. Landscaping of these slopes shall be completed as soon as possible and erosion control measures shall be implemented upon initiation of grading.

- In general, Cut and Fill quantities from grading operations shall be balanced on site.
- In general, grading within the Common Area is prohibited with the exception of minor “tie-in” grading for utilities and driveways. The ARB reserves the right to require field directed revisions to ensure that the final product meets the high Community expectation and standard.

## DRAINAGE GUIDELINES

Many of the drainage guidelines for Kiawah River are based on proven and effective practices that residents can do on their own to reduce various sources of pollution to nearby water bodies or ground water. These Guidelines encourage the Guest Builder or Property Owners to:

- a. Reduce storm water run-off
  - b. Decrease non-point source pollution
  - c. Conserve water
  - d. Enhance wildlife habitat
- In general, increased water flows on Lots shall be detained on-site and directed into retention basins or vegetated swales that detain water and encourage percolation. The established entry and exit patterns of water and flow rate onto a Lot must be maintained as shall the amount of water flow into existing drainage areas. Drainage from impervious surfaces may not be directly dispersed off the Lot without first passing through a permanent sediment control device and/or bio filter.
  - Contractors shall utilize Best Management Practices (BMP's) at all times while performing grading and drainage work.



- Drainage design shall reduce erosion, runoff, and adverse impacts to water quality.
- Improved channels, retention basins and vegetated swales are to be designed to appear and function like natural drainage ways.
- Materials and sizes for all culverts, visible drainage structures and driveways are to be sized in accordance with these Guidelines and approved by the ARB. Concrete or metal flared-ends culverts shall be utilized rather than plastic. The ends of culverts shall be blended into the landscape by utilizing boulders, planting and/or painting

the interior of the culvert a dark color.

- All headwalls or similarly related drainage structures shall be constructed of concrete with a dark colored, textured finish.
- When appropriate, gutters and downspouts will direct drainage from the roofs to on-site drainage collection areas. In no event shall gutters and/or downspouts drain onto adjoining Lots or Common Areas. *See Figure 2.11 – Preferred Drainage Design*

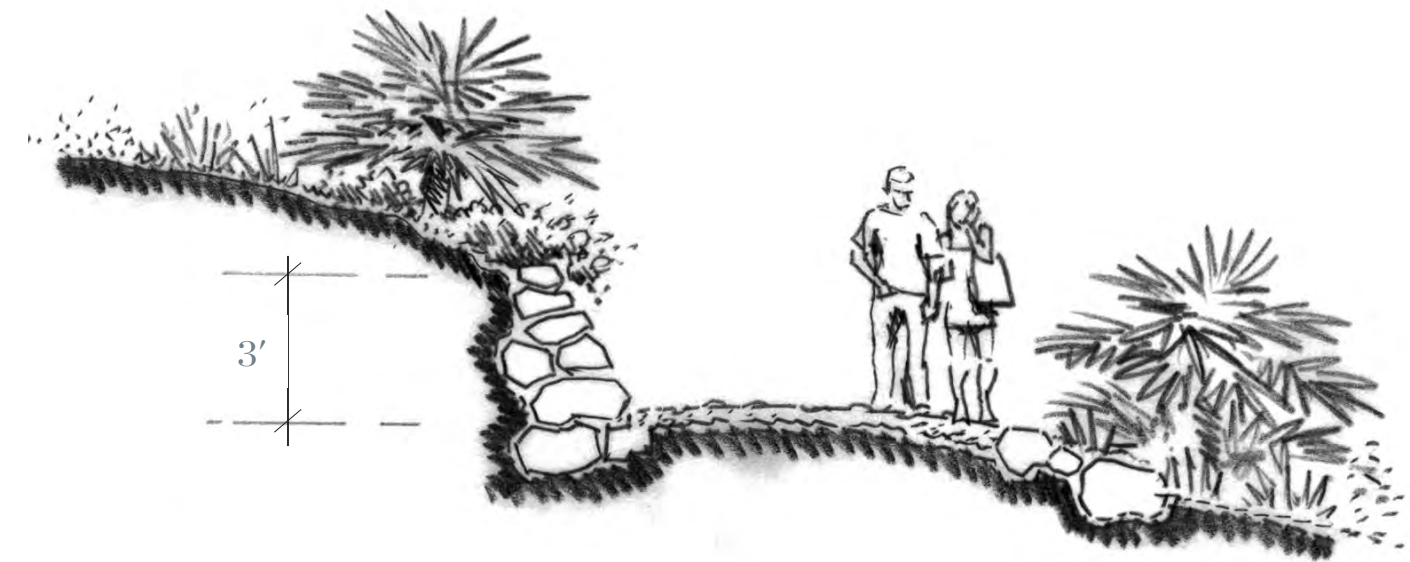


FIGURE 2.11.1 - RETAINING WALL DESIGN

## 2.11.1 Retaining Walls & Bulkheads

### OBJECTIVES

- To minimize grading for the preservation of existing trees, vegetation, and unique site features.
- To unify the Architecture with the site and landscape in a way that accentuates the natural features of the site.

### RETAINING WALL GUIDELINES

- A retaining wall is defined as any wall that retains earth 2-feet or more in depth. In general, retaining walls shall be built to extend and/or blend with the existing topography.
- The maximum height of retaining walls within the Private Area is 4 feet as measured from the lowest finished grade level to the top of the wall. The maximum height for walls within the Transition Area is 3 feet, unless the wall is a side yard privacy wall, utility enclosure wall or auto

court screening wall. *See Figure 2.11.1 – Retaining Wall Design*

- Where grade changes exceed 4 feet, stepped-back or terraced wall structures with planting terraces (4 feet minimum width) are to be used. In extraordinary circumstances, higher retaining wall heights may be allowed if it can be demonstrated that such a solution has no adverse impact to neighboring Lots or Common Areas and it causes less disturbance to existing topography or landscaping.

- Acceptable materials for retaining walls include Tabby, brick, or dry stacked stone. If stone is used, a dry stack pattern, structural in appearance, is required. Thin stone veneers that are not structural in appearance are unacceptable. *See Figure 2.11.2 – Retaining Wall Materials*
- Stone or stone-faced walls are to be designed with a 1:12 batter if the overall wall height exceeds 4 feet.
- In general, retaining walls facing the river, salt marshes, street or other Common Areas may not delineate or parallel Buildable Envelope boundaries or property lines for more than a 40’ foot long distance without a vertical and/or horizontal offset. Walls are to utilize multiple vertical and horizontal offsets that step with the site’s topography and house design. All walls shall utilize a minimum vertical offset of 8 inches and minimum horizontal offset of 16 inches. The horizontal separation between vertical offsets shall be a minimum of 2 feet. Exceptions may be granted if the ARB determines that such offsets are aesthetically desirable in the context of a particular submittal. Retaining walls along stairs are excluded from this requirement.

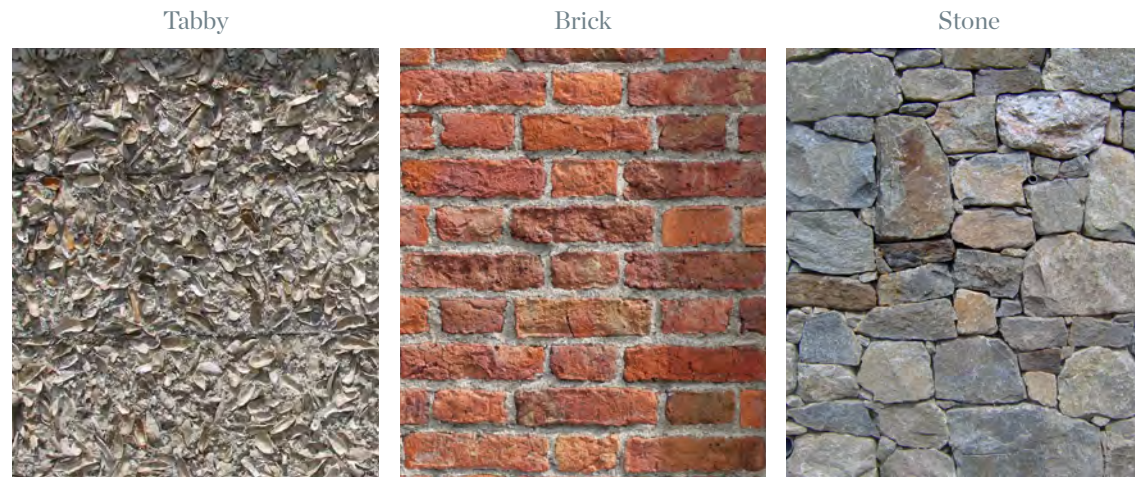


FIGURE 2.11.2 – RETAINING WALL MATERIALS

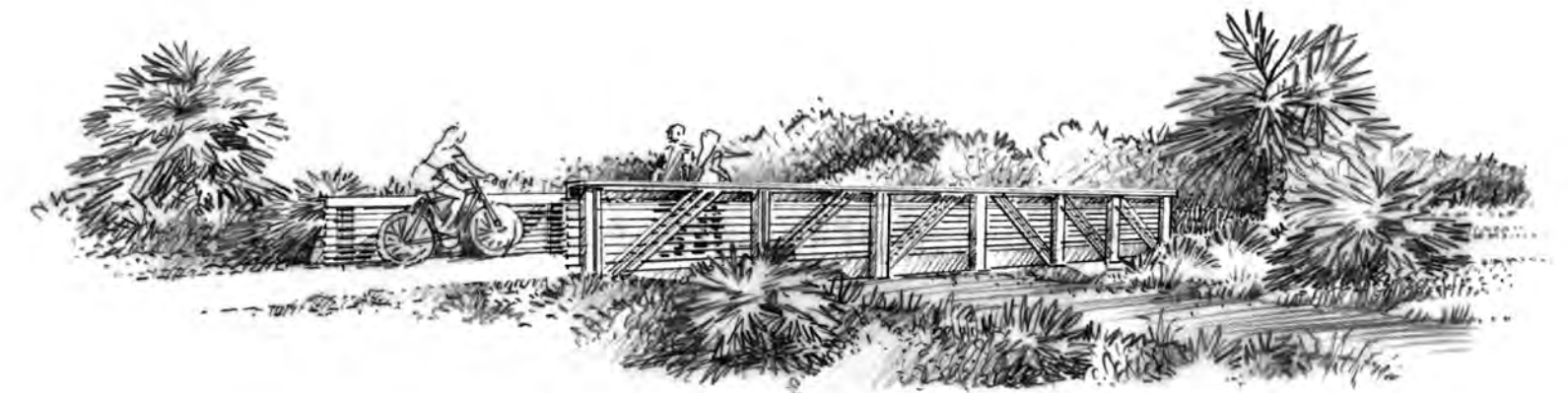


FIGURE 2.12–PEDESTRIAN BRIDGE OVER DRAINAGE AREA

## 2.12 Wetlands, Marshes & Salt Ponds

### OBJECTIVES

- To protect, preserve and integrate site design with the wetlands, marshes and salt ponds found throughout the Community.
- To ensure that Improvements on the Lot do not adversely affect any adjoining or neighboring wetlands, marshes and/or salt ponds.
- To encourage wildlife to remain an integral part of the Community and maintain the existing ecosystem.
- To facilitate the easy access to open space and the coastline by providing a Community-wide pervious trail system along the water’s edge.

### RIPARIAN LANDSCAPE GUIDELINES

- Any Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line Setback of 35 feet or as indicated on the recorded plat. All Accessory Structures shall comply with these standards.
- The property line Setback from the edge of Wetlands, marshes and salt ponds has been established and is indicated on the Lot Diagrams. No disturbance of any kind is allowed within this Setback buffer or the adjacent Riparian Landscapes – they must remain in their natural state.
- Portions of the OCRM Critical Line Setback may include a Community-wide trail system that connects Lots and Common Areas to the wetlands and coastline.
- Residences, structures and other Improvements shall be sited to avoid drainage issues. The drainage design shall not direct water to riparian landscapes without first passing the water through a permanent sedimentation control mechanism. All permanent sedimentation control measures, such as settling basins or bioretention devices, are to appear as naturally occurring components of the existing drainage system. *See Figure 2.12–Pedestrian Bridge Over Drainage Area*



### 2.13 Dock & Slips

OBJECTIVES

- To facilitate water access for Neighborhoods and select Lots.
- To ensure all Docks and slips are visibly subordinate to the coastal landscape.

GUIDELINES

- All Docks or slips must receive specific written approval from the Master Developer and the ARB. The OCRM (Office of Coastal Resource Management), and the Army Corps of Engineers may review in some cases

- Structures for bulkheads and pilings must be concrete or wood, though wood is preferred. All decking on Docks or Piers must be wood.
- Any Dock or slip projecting into a navigable waterway must allow a minimum of 50' feet, inclusive of the Docked boat beam width, for two boats to pass.
- Covered shade structures are allowed provided they are open air, modest in scale and recessive in color. Wood construction is strongly encouraged.
- Docks and slips are to be sited so that, when a boat is Docked, there is minimal visual impact to adjacent Lots or Common Areas.
- All saltwater Docks and slips are subject to regulations of the OCRM with regards to allowable footprint areas and covered roof area.
- Lighting of Docks and Piers, except the minimum required for safety, is prohibited.





# 3

## ARCHITECTURE GUIDELINES

The following Architectural standards have been developed to achieve the environmental, Community and aesthetic objectives for Kiawah River. The intent of these Guidelines is to encourage a diversity of design solutions while at the same time producing high quality homes that are appropriate for the Community. Guest Builders, Property Owners, and Consultants are encouraged to review the portfolio of examples of appropriately designed homes which is available from the ARB office and that clearly illustrate the styles and quality expected for homes at Kiawah River.



### 3.1 Architectural Design Objectives

The following are the main objectives for Architectural design at Kiawah River.

- To create buildings which draw upon the Charleston Sea Island Development patterns that have evolved from rural homesteads to small villages.
- To design buildings that respond to the climate, landforms, landscape and surrounding built context.
- To create buildings which have a strong indoor/outdoor relationship.
- To create buildings that, through their design, massing and materials, convey a sense of casual, informal, and simple elegance.
- To create buildings that are resource efficient and environmentally responsible.

### 3.2 Architectural Design Character

#### 3.2.1 Community Architecture

Taking inspiration from historical styles indigenous to the Southern region, the Architecture will produce an eclectic, diverse and sensitive mix of homes which reflect the Traditional towns found in the Charleston Sea Island region. These homes are generally a simple rectangular form, or collection of forms, with wide verandas and articulated entries. The buildings, in general, are to be designed to exude a casual “town” environment within Jack Island, and a more spacious and natural feel as you move out into the Rural Village areas. The homes are to respond to existing trees, landscape setting, Neighborhood context, microclimates, and unique attributes of the particular Lot.

#### 3.2.2 Architectural Integrity & Quality

Although these guidelines are not intended to dictate specific Architectural styles for Kiawah River, they are crafted to promote Architectural solutions that are innovative, of the highest quality and appropriate to the surrounding landscape and Community context. This Architectural integrity expresses itself through designs that:

- Utilize natural materials in accordance with their physical nature and structural capabilities.
- Utilize materials and construction techniques that convey a sense of permanence and durability (stone, masonry and Tabby for example).
- Are respectful of site context and the Community as a whole.
- Are climate responsive.
- Are resource efficient and environmentally responsible.

To achieve buildings that possess Architectural integrity, the ARB will be evaluating submissions based upon the qualitative criteria described below as well as specific or absolute requirements (such as Building Height) detailed in these Guidelines.

#### SCALE

A building’s scale is critical in how one perceives its place within the Community. The ARB will review a building’s scale relative to the size of the Lot and Buildable Envelope, vertical massing and proportion of 1-Story to 2-Story elements. Guest Builders or Property Owners and their Consultants shall be mindful of scale as they move through the design process. Building masses that are primarily room- sized volumes are strongly encouraged.

#### PROPORTION

Each design element of the home has an inherent proportional relationship to each other and to the overall design, creating a balanced composition. Exaggerated or overly stylized elements shall be limited and approved based on design merit.

#### RHYTHM AND BALANCE

These Guidelines encourage the harmonious recurrence of building forms, elements, materials or color to create a sense of serenity and balance in the Architectural composition. The rhythm of the Architectural elements may be sequential, concentric or random.



#### TEXTURE

Bold texturing can be visually disruptive, likewise, large expanses of flat walls and roofs reflect a greater amount of light. Accordingly, a rich and varied palette of textures created by random patterning is desired to minimize the reflectivity of walls and roofs.

#### SHADE AND SHADOW

Large scale texturing of a building may also be achieved by shade and shadow. A series of transitional spaces, such as trellises, loggias, overhangs, deeply recessed doors and windows, courtyards or outdoor rooms, help create visually rich compositions, provide weather and sun protection and establish strong indoor/outdoor relationships throughout the home.

#### APPROPRIATENESS

The degree of individual design expression will be measured relative to the home's Community or landscape context and the overall aesthetic goals for Kiawah River. A design deemed inappropriate may not be a reflection of the quality of the design but may be considered too individualistic or object oriented and therefore inappropriate. In essence, homes shall not strive to "make a statement."

#### MATERIAL AUTHENTICITY

Building materials shall be used as honest expressions of their function, structural capabilities or regional context. This means utilizing natural materials rather than "manufactured" and/or local materials rather than imported.

### 3.3 Applicable Building Codes & Flood Requirements

The following are the main objectives for Architectural design at Kiawah River.

- To create buildings which draw upon the Charleston Sea Island Development patterns that have evolved from rural homesteads to small villages.
- To design buildings that respond to the climate, landforms, landscape and surrounding built context.
- To create buildings which have a strong indoor/outdoor relationship.
- To create buildings that, through their design, massing and materials, convey a sense of casual, informal, and simple elegance.
- To create buildings that are resource efficient and environmentally responsible.

#### OBJECTIVES

- To minimize the visual impact of all buildings and to ensure that they are subordinate to and blend in with the surrounding landscape and Community context.
- To ensure that the view potential from each Lot is preserved.

### 3.4 Building Heights & Finished Floor Elevations

#### BUILDING HEIGHT MEASUREMENT

The maximum Building Height shall be established by a plane measured vertically above the average existing grade at the center of the building footprint, or Ground Floor Level.

In areas that have been graded by Master Developer, the Building FFE shall be measured from the certified pad after grading is completed.

The overall height shall be measured from the highest parapet or roof ridge (excluding chimneys) to center of the building footprint and/or the existing grade adjacent to the building exterior directly below.

Building finished floor elevation (FFE) shall be measured from the Improved Pad. See Figure 3.4 – Building Height Diagram

#### BUILDING HEIGHT AND STORY INFORMATION

Allowable Building Heights and Story Height information for each Lot are indicated on the Lot Diagram. Most homes at Kiawah River will be elevated above grade with parking on the Ground Floor Level. It is assumed that homes will incorporate ground floor parking underneath (tuck under parking). In some cases, the Lot will be elevated above the flood plain requirements, in which case parking will be provided in an attached or detached garage or carport at Ground Floor Level. For these reasons, the Building Height and Story Height requirements will vary depending on the Lot configuration on the site.



### 3.4.1 At-Grade Home

The At-Grade Home is constructed at or near the elevation of the building pad, provided it is above the FEMA Flood Elevation, and does not provide for parking beneath the building. The finished floor of this home must be 24"-36" above grade and may provide parking in an attached or detached garage or carport structure, along with Ground Floor living spaces of the home. Porches, decks and other outdoor living spaces may occur on the Ground Floor, or be terraced down to connect to the streetscape or Common Areas. See Figure 3.4.1 - At-Grade Home

#### ONE-STORY

For "One-Story" homes, the Building Height generally may not exceed 20' feet. Chimneys may extend to 25' feet. Additionally, a 150-square foot portion of the building may extend to 25' feet. The intention of this guideline is to allow for vertical accent elements, such as a tower, on one-Story homes.

#### TWO-STORY

For "Two-Story" homes, the Building Height generally may not exceed 29' feet. Chimneys may extend to 34' feet. The second Story element may not exceed 75% of the total enclosed main Floor Area (excluding garage and Accessory Structures). Second Story elements that exceed the above 75% requirement may be permitted by the ARB if they meet the following criteria.

- Further the overall aesthetic goals of the Community
- Do not have an adverse impact of any kind upon adjacent Lots or Common Areas
- Is consistent with the proposed Architectural style

### 3.4.2 Elevated Homes

The Elevated Home may be built on a slightly elevated Lot, but the Ground Floor of the home still resides below the required FEMA Base Flood Protection Elevation. For this reason, the ground floor of the home is designed to accommodate parking or storage underneath the building, along with other non-habitable spaces. Building designs are encouraged to provide porches, decks, and other outdoor living spaces at the Ground Floor Level to provide a connection to the street and/or Common Areas. The Building Height is inclusive of the ground floor parking level. See Figure 3.4.2 - Elevated Home

#### ONE-STORY

For "One-Story" homes, the Building Height generally may not exceed 29' feet. Chimneys may extend to 34' feet. Additionally, a 150-square foot portion of the building may extend to 30' feet. The intention of this guideline is to allow for vertical accent elements, such as a tower, on one-Story homes.

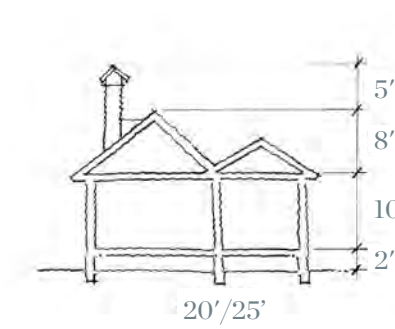
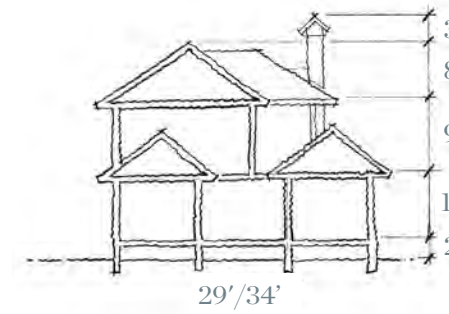


Figure 3.4.1 - At-Grade Home



#### TWO-STORY

For "Two-Story" homes, the Building Height generally may not exceed 38' feet. Chimneys may extend to 41' feet. The second Story area may not exceed 75% of the total enclosed main Floor Area. Second Story areas that exceed the above 75% requirement may be permitted by the ARB if they meet the following criteria.

- Further the overall aesthetic goals of the Community
- Do not have an adverse impact of any kind upon adjacent Lots or Common Areas
- Is consistent with the proposed Architectural style

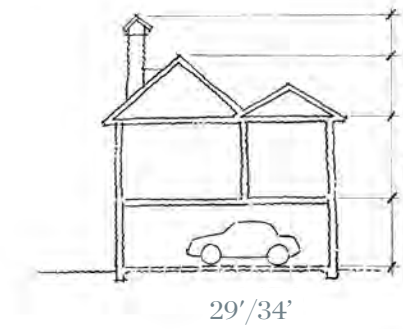


Figure 3.4.2 - Elevated Home

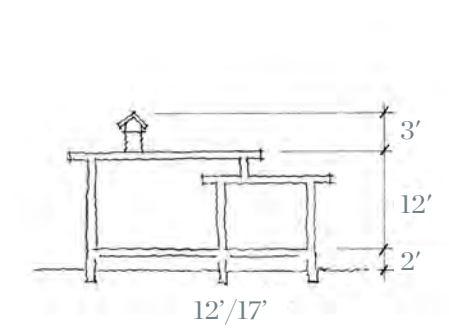


Figure 3.4.3 - Flat Roof Home

FIGURE 3.4 - BUILDING HEIGHT DIAGRAM

### 3.4.3 Flat Roof Homes

Flat Roof Homes are allowed at Kiawah River, however they are subject to additional Building Height restrictions. For any "One-Story" or "Two-Story" structure which exceeds 20% coverage of the total Floor Area with a flat roof the Building Height must be reduced by 8' feet. Flat Roof Homes are subject to specific review and approval by the ARB. Property Owners and their design Consultants are required to discuss a Flat Roof Home with the ARB prior to proceeding with design. See Figure 3.4.3 - Flat Roof Home

### 3.4.4 Minimum Finished Floor elevation

The minimum finished floor elevation for each home must comply with Charleston County Zoning and Land Development Regulations, referencing the FEMA Flood Plain Maps. These are available from the ARB Office.





FIGURE 3.5 – MASSING CONCEPTS

### 3.5 Building Forms & Massing

#### OBJECTIVES

- To create buildings that are residentially scaled and contribute to creating a unified Community image
- To ensure that the Architectural Style informs the massing and overall building form

#### GUIDELINES

- In general, buildings shall be one or two-story masses with a simple, rectangular volume organized in a hierarchy of masses.
- The composition of structures shall have a clearly dominant volume (the main body) and complementary “secondary” volumes such as Accessory Structures, carriage houses or garages.

- The size, massing and placement of buildings is to be responsive to the context of its surroundings. Building design is to consider existing tree locations, future canopy spread and heights, available views, the character and scale of surrounding environment and structures, and any other climatic conditions such as prevailing breezes and sunlight.
- The play of light and shadow between Building Masses shall be carefully formulated to articulate masses, accentuate entries and/or building levels and to create texture. Buildings shall be articulated with deep porches, balconies, breezeways, dormers, overhangs, and vertically proportioned windows and exterior stairs.
- In general, larger masses shall be located in the middle of the Lot while smaller masses shall be located along the perimeter of the Private Area.

- Buildings shall be designed to be viewed from all sides. Screening and/or designing service areas as an integral part of the overall Architectural composition is required.
- Building masses shall have a strong indoor-outdoor relationship by incorporating courtyards, breezeways, colonnades, and patios. In addition, exterior stairways and/or breezeways may be used rather than relying on internal circulation.
- Entries shall be recessed and articulated with overhangs, porches, and/or courtyards. Entry elements shall be in scale with the home. Dominant or overly stylized entries shall be avoided.
- To avoid large bulky forms, detached garages which incorporate breezeways or trellises to connect the main Residence are encouraged. *See Figure 3.5– Massing Concepts*

#### 3.5.1 Visual Building Mass

In order to reflect the scale and character of the Community, buildings will follow the general massing guidelines below:

- Each building shall be constructed as a series of Visual Building Masses. To be classified as a Visual Building Mass, the mass shall have a minimum depth and width of at least 20’ feet, be a minimum of 500-square feet in area, and be offset

by at least 2’ feet horizontally or 4’ feet vertically from another mass. *See Figure 3.5– Massing Concepts*

- Massing shall reflect room size volumes or groups of masses rather than one dominate mass. Those styles lending themselves to a dominate symmetrical massing shall maintain a 40’ feet maximum dimension for ridges or walls. Ridges or walls in excess of this 40’ foot maximum shall be broken

by a vertical (2’ foot minimum) or horizontal (4’ foot minimum) offset or larger chimney mass. The ARB will consider longer wall or ridge dimensions if the design is stylistically appropriate, maintains an intimate residential scale and furthers the Community’s aesthetic objectives.

*See Figure 3.5– Massing Concepts*



FIGURE 3.5 – MASSING CONCEPTS

### 3.5.2 Tower Design

Towers shall be allowed (and required on some Icon Lots) to capture views and complete the aesthetic composition of the Residence. Towers shall be limited in area to 240 square feet. At least one wall of the tower must be expressed on the exterior of the primary Visual Building Mass and connect to the ground. The maximum plate height of any tower shall be eight 8' feet above the primary Visual Building Mass building plate height. See Figure 3.6.2 – Tower Design



FIGURE 3.5.2 – TOWER DESIGN

### 3.5.3 Entries

Entries shall be recessed and articulated with overhangs, porches and/or courtyards. Entry elements shall be in scale with the home. Dominant or overly stylized entries shall be avoided. See Figure 3.6.3 – Entry Design



Good



Unacceptable

FIGURE 3.5.3 – ENTRY DESIGN

## 3.6 Roofs

### OBJECTIVES

- To design roofs that are energy efficient and light in color.
- To create roof designs that are appropriate to the Architectural style.

### GUIDELINES

- All roofs shall be carefully designed in color, material and shape so that they help to integrate the structure with the site and neighboring buildings and minimize the overall Building Massing. Trellises and outdoor covered areas shall be incorporated into the overall massing to avoid a “tacked-on” appearance.

### ACCEPTABLE ROOF FORMS

Gable, Hipped, Double Pitched, Gambrel, or Shed roofs (typically used over porch elements, dormers or on outbuildings) are allowed. The gambrel roof form is not typical in the Charleston Sea Islands and shall be used sparingly and in less visible locations. See Figure 3.6 – Roof Forms

Flat roofs are allowed; however, they are subject to review and approval by the ARB. Property Owners and their design Consultants are required to discuss a Flat Roof Home with the ARB prior to proceeding with design.



FIGURE 3.6 – ROOF FORMS

ACCEPTABLE  
ROOF MATERIALS

Roofs are to be Class A fire rated. 5V-crimp, Standing Seam Metal, Corrugated Metal, Wood Shake Shingle, Copper Shingle and Slate are acceptable.

Flat roof materials must be reviewed and approved by the ARB. Property Owners and their design Consultants are required to discuss a flat roof material with the ARB. See Figure 3.6.1 - Roof Materials

UNACCEPTABLE  
ROOF MATERIALS

Reflective roof finishes, silver galvalume or any metal material that may cause excessive glare, ceramic tiles, and clay tiles are not acceptable. Simulated roof materials may be allowed upon approval of the ARB.



FIGURE 3.6.1 – ROOF MATERIALS

EAVES AND FASCIAS

Eaves shall be incorporated, where appropriate. Exposed rafter tails with wooden soffits are encouraged on traditional sloped roof designs. In general, pitched roof fascias shall be 6 inches, being of sufficient size to support a gutter. Flat roof fascias shall be appropriately scaled to the Building Massing, not be a dominant element in the overall composition and contain some texturing to achieve an interplay of light and shadow. Large, plain stucco fascias are unacceptable. See Figure 3.6.2 - Eave Design

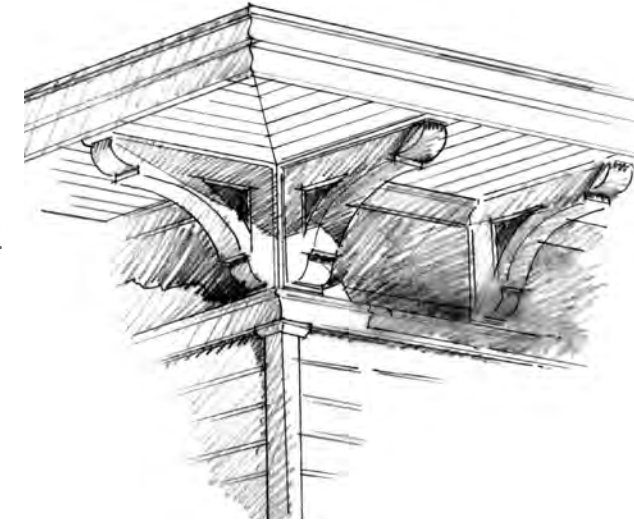


FIGURE 3.6.2 – EAVE DESIGN



GUTTERS AND DOWNSPOUTS

Gutters, if used, shall be incorporated into the overall design of the house. Gutters and downspouts shall not appear as if they were “tacked-on”. Integral gutters with concealed downspouts and are encouraged at long overhangs. Exposed downspouts are to be located to avoid long return sections from the eave to the wall. Integrating downspouts with vertical elements, such as structural columns or trim, is encouraged. Half round gutters with round downspouts are strongly encouraged. See Figure 3.6.3 - Gutter Design

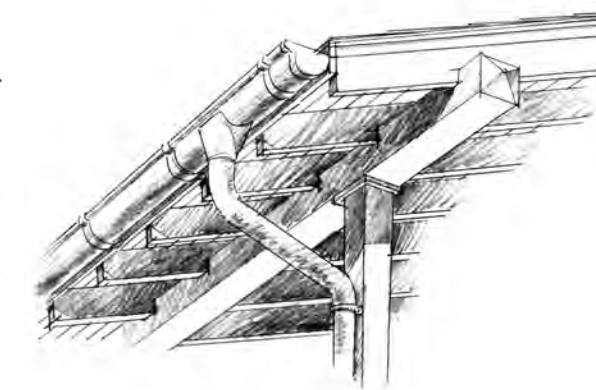


FIGURE 3.6.3 – GUTTER DESIGN



### 3.7 Exterior Walls & Finishes

#### OBJECTIVES

- To design wall systems that are energy efficient.
- To create wall compositions that are reminiscent of vernacular Architecture and appropriate to the Architectural style.

#### GUIDELINES

- In general, the exterior wall design of all Residences and Improvements may incorporate the use of at least two different complimentary materials in order to create subtle textural changes and to further articulate masses. Exterior walls of a single material may be acceptable if, in the opinion of the ARB, they meet the requirements of these Guidelines, are consistent with the Community's aesthetic goals and are appropriate to the particular Architectural style. See Figure 3.7 - Exterior Wall Design

#### EXTERIOR WALL DESIGN

Walls shall be simple, refined compositions of one or two materials in a logical structural relationship and consistent in material use with Architectural design. Changes in material shall occur on the inside corners of masses. Porches, decks of balconies projecting beyond

a wall shall be supported by timber structures less than one-story in height. Undersides are to be fully screened from off-site views by planting and/or darker color materials. Long, unbroken off-grade decks are not allowed. See Figure 3.7 - Exterior Wall Materials

#### EXTERIOR WALL HEIGHT

The exterior wall height from finish floor to top of wall plate shall be a minimum of 10' feet for the First Floor and 9' feet for the second floor. Flat roofed buildings may have a First Floor plate height up to a maximum of 15' feet. In no case shall an unbroken vertical plane be more than 15' feet in height. The ARB will consider, on a case by case basis, exceptions for details, such as gable end walls, if the exceptions are demonstrated to be part of the Architectural style and are in scale with the overall Community.

#### ACCEPTABLE MATERIALS

Painted and/or stained wood (clapboard, butt-board, board and batten and/or shingle applications), Tabby, stucco, stone (in limited quantities) and brick.

#### TABBY / STUCCO

Tabby or stucco is generally to be used for masonry and foundation elements. The appearance of Tabby shall be similar to local historic styles and textures, and utilize an oyster shell material. Tabby shall incorporate large or unbroken shell pieces, and not consist entirely of small ground up shell fragments.

Exterior Insulation Finish Systems (EIFS) are not permitted. Large stucco surfaces shall be broken up or recessed behind porches and columns. Walls shall have a "handcrafted" appearance utilizing wavy textures or troweled patterns in a light to medium texture. Heavily textured stucco patterns will not be permitted. Stucco is to have a smooth to lightly textured sand finish with a 3-coat application, (scratch coat, brown coat and sand finish coat). The use of stucco will be limited to stucco on block, stucco will not be allowed on wood frame construction.

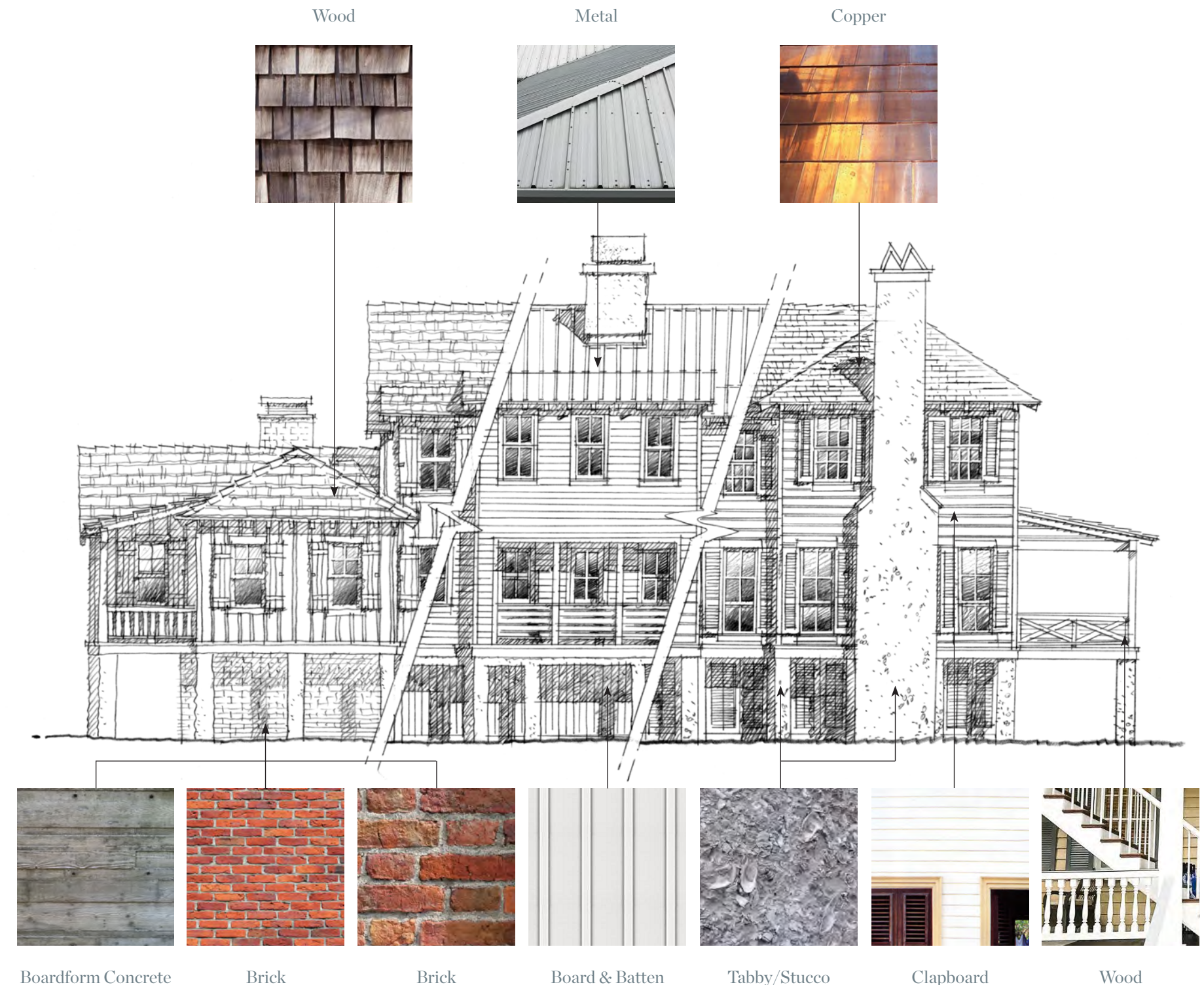


FIGURE 3.7 – EXTERIOR WALL DESIGN

## MASONRY

Masonry construction, such as brick or concrete block, can be used as a foundation element with wood or stucco walls above, or as a full height wall when used as the predominate wall material. Brick patterns should follow local historic patterns, such as “Running Bond”, “Flemish Bond” or “1:3 Bond”, other patterns may be acceptable but must be reviewed and approved by the ARB.

The use of concrete block as a full height wall must be reviewed and approved by the ARB, based on its architectural merit and appropriateness for the style of architecture.

## POURED CONCRETE

Poured Concrete may be used as a full height wall, or as a base for glass or other materials. Poured Concrete must be board-formed or in some other way “artfully” texturized. Large smooth expanses of concrete walls are not acceptable. Poured Concrete walls may be left in their natural color, integrally colored or stained. Painting of concrete walls is not acceptable on exposed faces.

## GLASS

Glass may be used as a wall material. Glass walls shall be non-reflective and not mirrored. They shall be protected from direct sunlight with overhangs, trellises or other similar Architectural elements. Bronze tinted or any other color that will visually stand out is not allowed.

## UNACCEPTABLE MATERIALS

Materials which are inappropriate are exterior plaster or stucco using a heavy texture such as a swirl pattern, heavy sand, Spanish Lace, or heavy troweled pattern; reflective surfaces other than glass; vinyl or aluminum siding; Plank; faux stone, cultured stone; large expanses of unshaded glass or metal cladding, or exposed, untextured concrete are not acceptable.

## 3.8 Doors & Windows

### OBJECTIVES

- To utilize windows and doors that are energy efficient.
- To utilize window and door designs that are appropriate to the Architectural style and reflect local craft techniques.

## GUIDELINES

### CASEMENT, DOUBLE OR SINGLE HUNG WINDOWS

- Window placement is to respond to site setting to capture daylight, take advantage of prevailing breezes and limit heat gain. Operable windows shall be used to take advantage of ambient cooling effects from prevailing breezes. Large areas of glass are to be shaded with projecting roof overhangs, awnings, balconies or porches to minimize the glare and decrease heat gain.
- Windows must be sized appropriately to the exterior walls on which they occur. Window design is to utilize a consistent style and/or vernacular throughout the building.

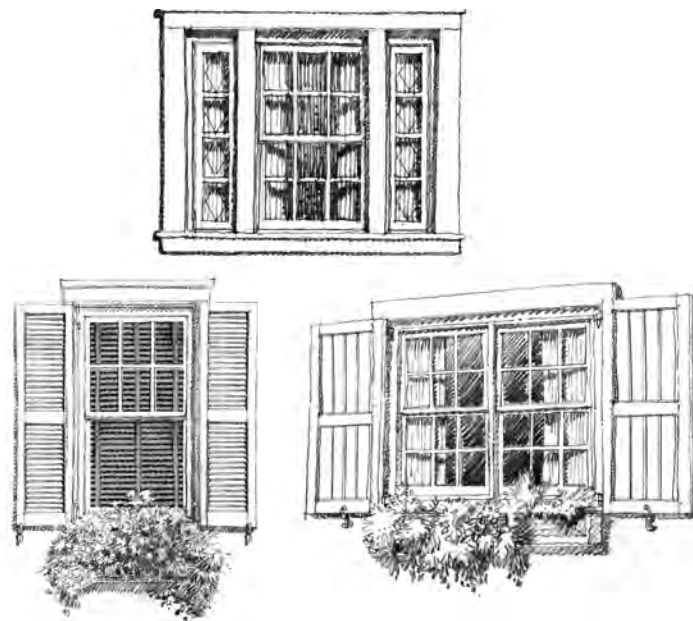


FIGURE 3.8.1 – WINDOW DESIGN

- Windows on wing extensions or on upper floors will typically be smaller than on the main volume and/or main floors.
- Window vocabulary is to be based on the traditional principles of multi-paned, square or vertically-oriented, 6 over 6, 4 over 4 or multi-paned over single-paned designs:
- Casement, double and/or triple-hung, with a 3-inch sill.
- Wood or wood-clad windows, and steel windows are permitted.
- Large windows that are subdivided with structural members or integral muntins.
- Accent windows that use a round or elliptical design are permitted.
- Divided lite patterns shall be consistent among all elevations of buildings.
- TDL (True Divided Light) or SDL (Simulated Divided Light) are the only window types permitted.
- Glass block is not permitted. See Figure 3.8.1 – Window Design

## DOORS

Door designs and placement are to draw from the Charleston Sea Island traditions, which typically include multi-pane single and double door units that incorporate a panel design in the bottom third

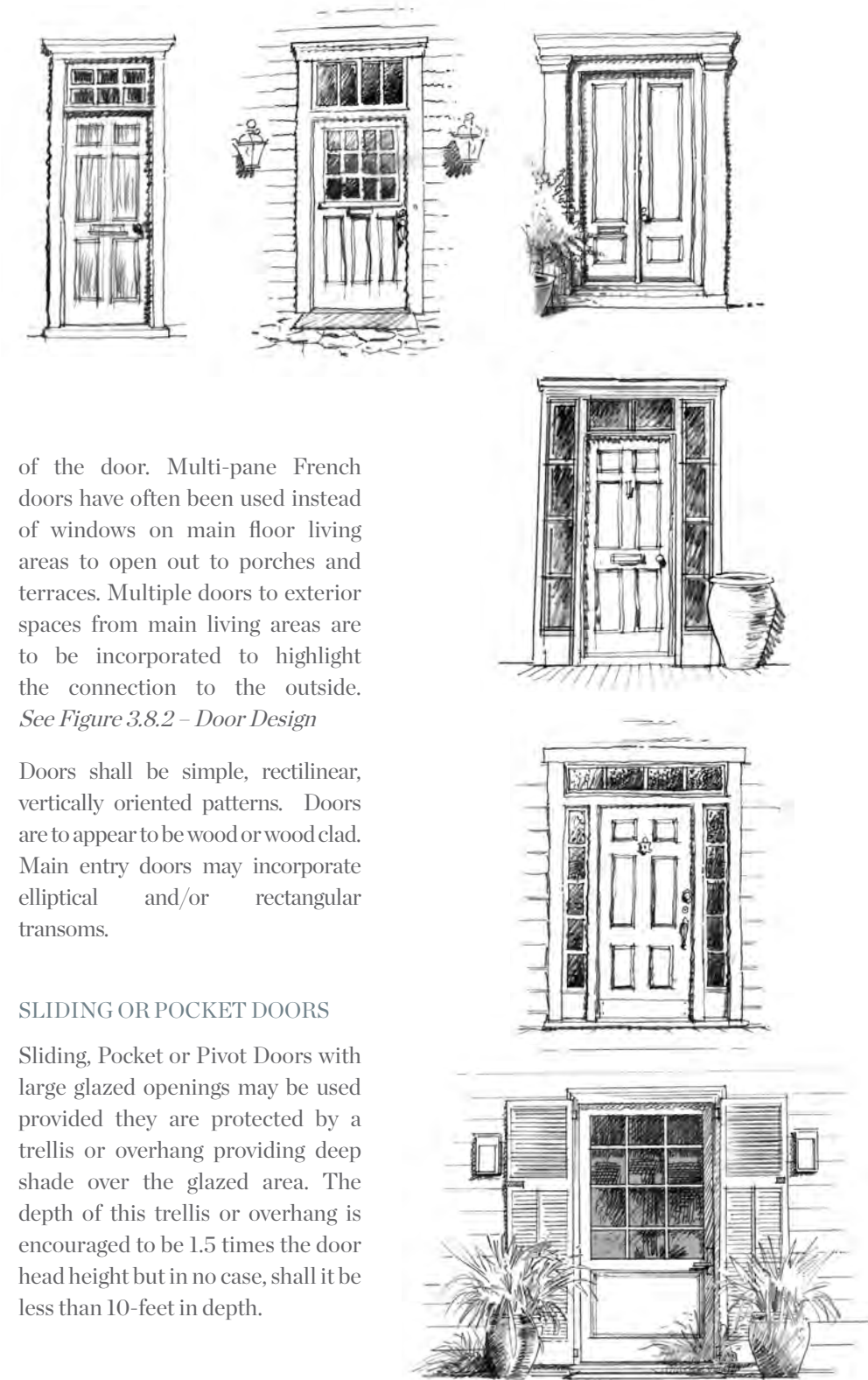


FIGURE 3.8.2 – DOOR DESIGN

of the door. Multi-pane French doors have often been used instead of windows on main floor living areas to open out to porches and terraces. Multiple doors to exterior spaces from main living areas are to be incorporated to highlight the connection to the outside. See Figure 3.8.2 – Door Design

Doors shall be simple, rectilinear, vertically oriented patterns. Doors are to appear to be wood or wood clad. Main entry doors may incorporate elliptical and/or rectangular transoms.

## SLIDING OR POCKET DOORS

Sliding, Pocket or Pivot Doors with large glazed openings may be used provided they are protected by a trellis or overhang providing deep shade over the glazed area. The depth of this trellis or overhang is encouraged to be 1.5 times the door head height but in no case, shall it be less than 10-feet in depth.

#### WINDOW AND DOOR MATERIALS AND COLORS

Wood-clad or metal non-anodized finish are acceptable. Unfinished aluminum or shiny metals are not permitted. Certain vinyl or fiberglass clad windows and doors may be allowed upon approval of the ARB. Doors, window and door frames may be stained and/or painted.

#### ACCENT TRIM

Wood, decorative tile and/or stone accent materials shall be used in a consistent manner around the structure.

#### SHUTTERS

Shutters may be used both for doors and window elements and at porches. Shutters are to be operable and utilize board or louvered designs (wood or synthetic) in typical Charleston Sea Island design and patterns. Shutter colors are to complement the exterior finish materials and trim used on the building.

Single shutters are to be full sash height and the full sash width for the window or door they adjoin. Double shutters are to be full sash height and half the sash width for the window or door they adjoin. Composite shutters which are appropriately scaled and operable may be allowed upon approval of the ARB. The use of bi-fold shutters is permitted. See Figure 3.8.3 – Shutter Design

#### GLAZING AND GLASS

All glazing shall meet energy codes. Glass may be coated or tinted to control solar heat gain, but a reflective, mirrored appearance is not permitted.

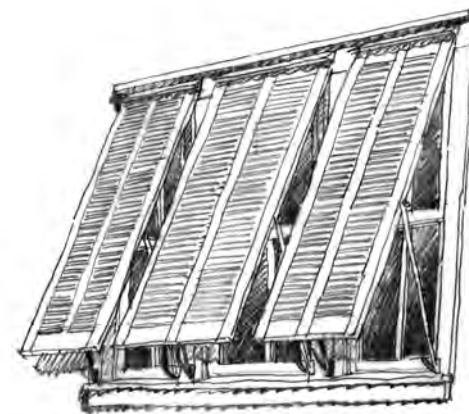
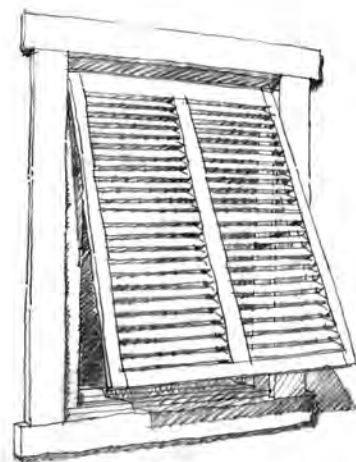
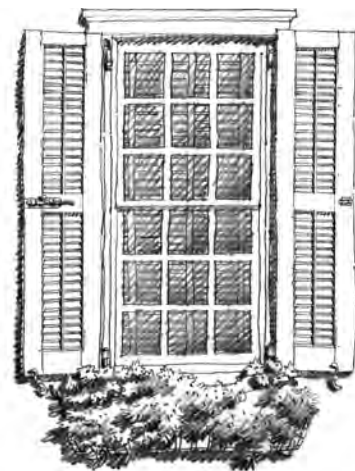
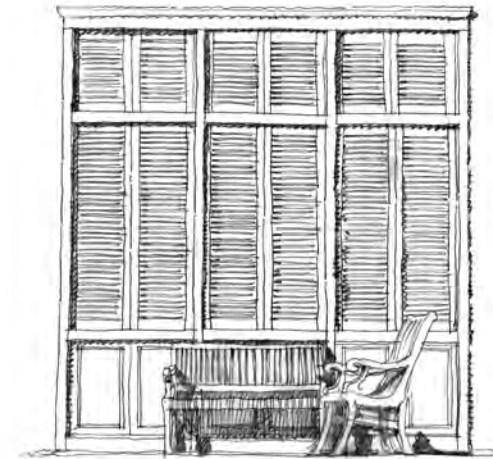


FIGURE 3.8.3 – SHUTTER DESIGN

### 3.9 Building Projections & Accessory Structures

The use of Architectural extensions to provide shade and shadow, protect buildings from the intense sun and create a strong indoor/outdoor relationship are outlined below. The style and details of these Architectural elements, such as column and eave treatments, shall be consistent with the Architectural design of the main building.

#### 3.9.1 Entries, Front Porches & Side Porches

Porches that provide shelter from the sun and accentuate entry areas are to be a minimum of 6' feet in depth. Flooring materials are to be wood, tile,

and/or colored concrete. In general, the flooring shall be an extension or natural complement to the flooring used in the interior of the building.

Porches, verandas, decks, and patios are to be designed as extensions of indoor rooms. Porch and deck design are to take advantage of natural ventilation opportunities. Porch enclosures may be enclosed with mesh screens, traditional wood shutters, or glass. Unacceptable enclosures include plastic infill systems, roll down shutters or shades. Porches should be raised a minimum of 15" above grade with framed lattice work to conceal the underneath side. See Figure 3.9.1 – Porch Design

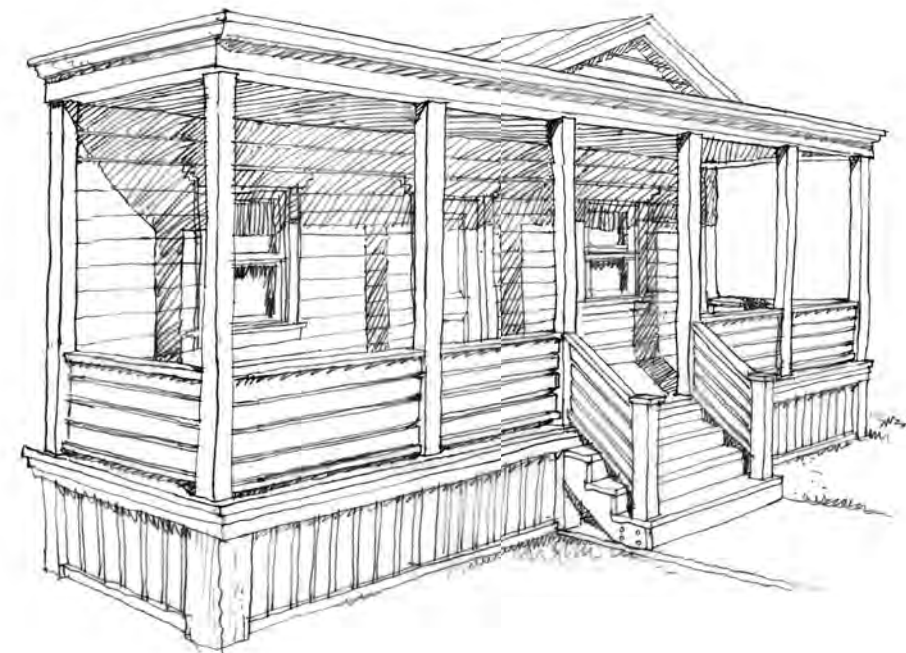


FIGURE 3.9.1 – PORCH DESIGN



### 3.9.2 Pergolas / Trellises / Colonnades

Covered areas that connect separate Building Masses, extend the roofline and/or are freestanding are strongly encouraged.

### 3.9.3 Columns / Railings

Decorative iron or wood carved railing details shall borrow from building traditions consistent with the Architectural style of the Residence and employ local craftsmanship.

- Column and railing designs are to be consistent with the house detailing and the Neighborhood character of a relaxed, informal, coastal town.
- Square columns and posts are more appropriate in reflecting the relaxed character of Kiawah River. Simple, round, classical styles may be used in limited applications. Ornate capitals are not acceptable. See Figure 3.9.3 – Column and Railing Design

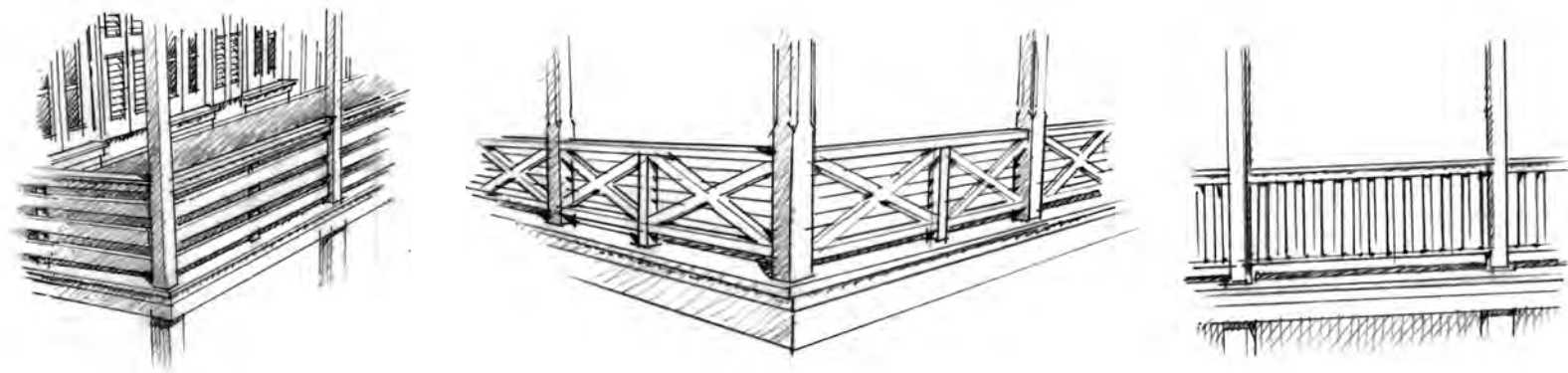


FIGURE 3.9.3 – COLUMN AND RAILING DESIGN

### 3.9.4 Mechanical Equipment, Vents & Flues

Roof mounted mechanical equipment, vents and flues must not be visible from adjacent Lots or Common Areas. On sloping roofs, these elements must be concealed within Architectural structures (i.e., chimneys). Small vents or flues may be painted to match the roof color. Ganging of vents/flues is required to minimize the number of projections.

On flat roofs, all equipment, vents and flues must be concealed behind parapet walls, chimneys or other Architectural elements and not be visible from adjacent Lots or Common Areas.

Condenser units are allowed within the Setback area of the Lot; however, they must comply with Charleston County Code Requirements for the proper elevation of equipment for flood protection. All mechanical equipment must meet flood elevation requirements.

### 3.9.5 Miscellaneous Projections

All projections, including but not limited to, chimneys, chimney caps, vents, gutters, down spouts, utility boxes, services, etc. must be incorporated into the overall design. These items must be included on the submittals and reviewed by the ARB for approval.

### 3.9.6 Accessory Structures

The design of Accessory Structures must be consistent with the main Residence, integrated into the overall Residence composition and are to be visually related to it by walls, courtyards, or major landscape elements. A freestanding carriage house must comply with applicable Charleston County and Kiawah River PDD Plan regulations and have the written approval of the ARB. See Figure 3.9.6 – Accessory Structures

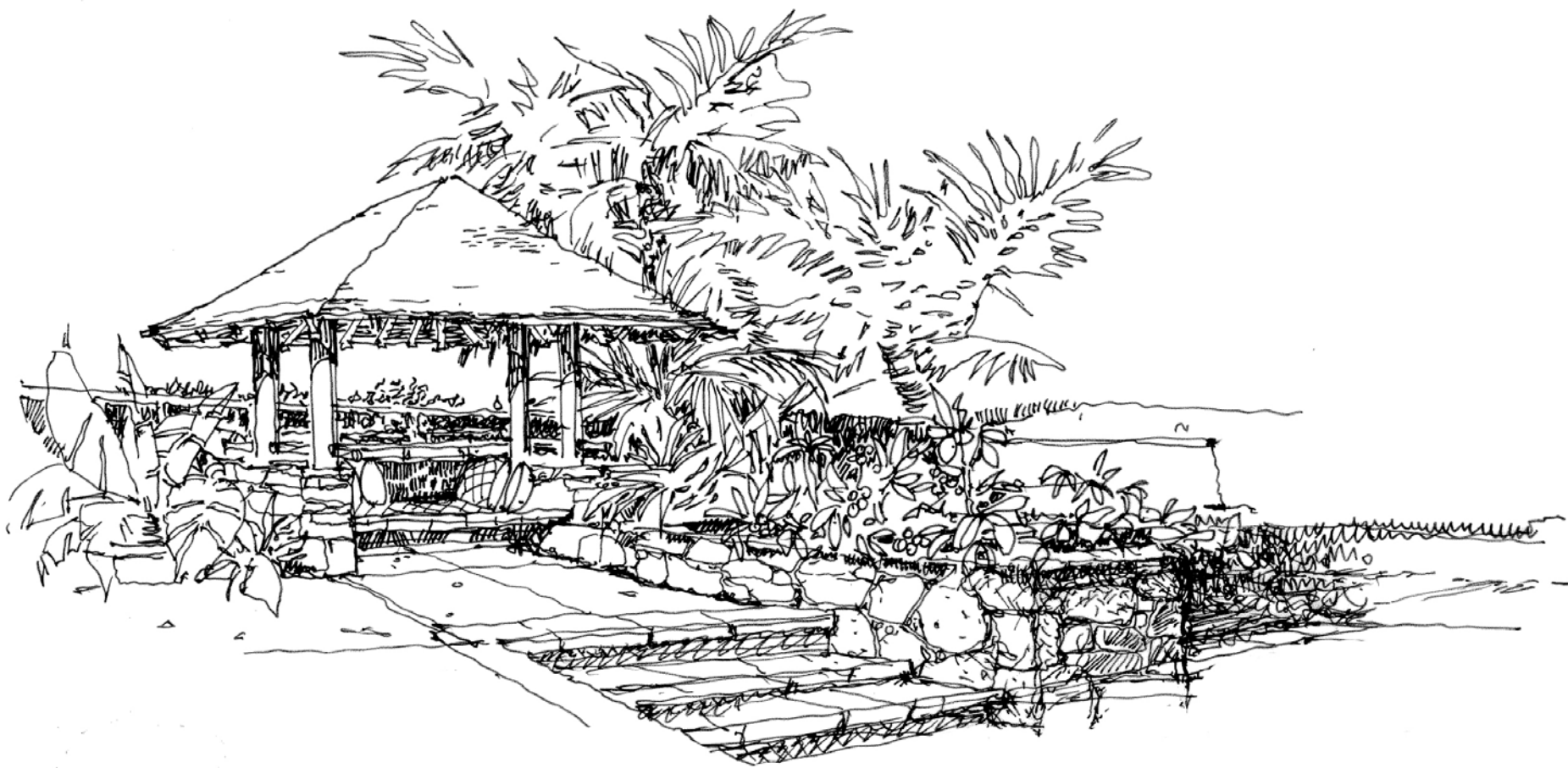


FIGURE 3.9.6 – ACCESSORY STRUCTURES

### 3.9.7 Chimneys

Fireplaces and chimneys can be dominant elements of an Architectural composition. Accordingly, they must be proportionate to and consistently detailed with the overall design. The horizontal dimension of chimneys shall be a maximum of 8 feet unless it can be demonstrated that a larger dimension is appropriate to the Architectural design and supports the aesthetic goals of the Community. Fireplaces must be equipped with an approved spark arrester that must be completely hidden from view. Flue pipes are required to be encased with a chimney enclosure of masonry or stucco and supported by a foundation at grade when located on an exterior wall. Chimneys located on exterior walls should be structural in appearance and relate to other expressed structural elements in the design. Exposed metal flues are unacceptable.

- All chimneys are to have masonry, stucco or Tabby finishes.
- If fireplaces are to be expressed as masonry on the exterior of the building, a chimney detail must be used even if a ventless system is being specified.

- Other projections such as vents and/or flues are to be located in areas not visible from the street and painted to match the roof color.
- Chimney designs must incorporate a cap detail that draws from Charleston Sea Island traditions. Appropriate cap designs include terra cotta chimney pots, metal standing-seam shrouds, bishop's hats, or simple rectilinear detailing.
- Chimney designs on Elevated Homes must be incorporated into a wall that extends to the Ground Floor Level. *See Figure 3.9.7 – Chimney Design*

### 3.9.8 Skylights

The primary aesthetic concerns regarding skylights are reflected glare during the day or light glare at night. Accordingly, they shall be located to minimize their visibility from off-site. Skylights on flat roofs must be surrounded by a parapet 12-inches minimum above the highest point of the skylight and located no more than 12-inches from the skylight. Skylights must be integrally designed into the roof structure. Skylight glazing shall not be back-lit or manufactured of reflective material. Skylight framing and glazing shall be colored or coated to match adjacent materials.

Light emanating from the interior through a skylight is subject to the same controls as light emanating from a window, as described in the Lighting section of these Guidelines. Glazing shall be either tinted bronze or gray. Bubble-type glazing is not permitted.

### 3.9.9 Solar Equipment

Solar power-generating and/or photo voltaic (“PV”) equipment is encouraged but shall integrate with the Architectural design of the roof structure or be ground mounted. Solar panels or PV roof-tiles may not be visible to adjacent properties, Common Areas or the street. All solar designs must be reviewed and approved by the ARB.

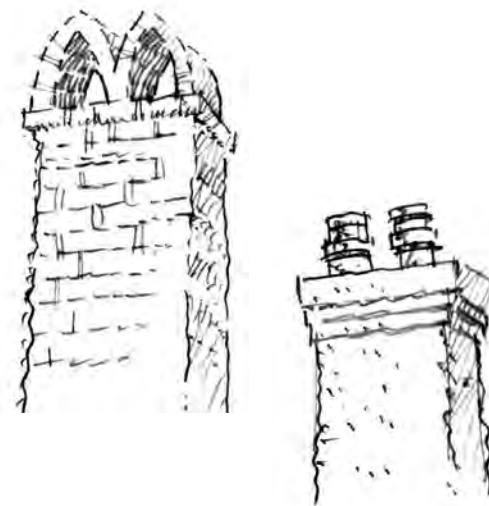


FIGURE 3.9.7 – CHIMNEY DESIGN





### 3.10 Building Color

#### OBJECTIVES

- To utilize colors that are appropriate to the Architectural style.
- To utilize color as a unifying feature throughout the Community.

#### GUIDELINES

- Colors shall draw from a Historic Charleston Sea Island palette.
- All colors must be submitted at the review stage, but final color approval is not given until the onsite mock up review that occurs during construction.
- Brick walls and paving shall utilize historic Carolina colors and patterns with deep varied colors.
- Rural Homesteads are typically more muted and neutral, colors which blend into their surroundings with low reflectivity may be considered. They shall limit the contrast between trim and wall colors.
- Jack Island Home Sites utilize shades of white with minimal trim or accent colors.
- The Jack Island color palette should utilize the following Historical Charleston shades of white:
  - Charleston White– DCR100 (Sherwin Williams)
  - Aunt Betty's China – DCR101 NHR (Sherwin Williams) – 25%, 50% & Full Strength

- Quill – DCR102 (Sherwin Williams) – 25%, 50%, & Full Strength
- Wool Skein – SW6148 (Sherwin Williams)
- Super White – PM-1 (Benjamin Moore)
- Decorator's White – PM-3 (Benjamin Moore)
- Inner Balance - #1522 (Benjamin Moore)

See Figure 3.10 – Color Palette Images

#### COLOR AND SITE CONTEXT

One of the goals of these Guidelines is to create a visually harmonious Community—one that has the appropriate balance of visual serenity contrasted with accent colors. To achieve this goal, the ARB will consider color in the context of the entire Community as well as the individual Residence for submission. For example, the Committee will be more inclined to approve a lighter colored home that is located within a stretch of homes with more muted colors than one that is located within an area that already has a number of lighter colored Residences.

#### COLOR APPROVAL PROCESS

The Committee will review and approve colors and textures in a three-step process. During the Concept Design phase, the applicant

may describe the color palette and indicate those colors on the exterior elevations. In the Preliminary Design and Final Design Submissions the applicant will submit actual color and material samples. Based on these, the applicant will, during the construction phase, then be required to provide a 4'x8' foot panel on site of the intended colors, materials and textures of the major building elements for final approval.

The palette and following guidelines apply to all exterior surfaces of the house, including walls, parapets, roofs and all related fences and walls:

- No exterior materials used shall have a high gloss, glare, or reflective “mirror” type finish.
- Color application shall be used consistently throughout each home for all the building(s) and related outdoor areas and/or structures.
- In general, colors for roofing shall be darker in color or hue than the building's exterior walls.
- Accent colors shall be carefully considered for front doors, window sashes, shutters and other Architectural elements so that they do not dominate or overwhelm the overall color composition.
- Exterior hardscape colors shall be complementary to exterior home colors.
- Changes in exterior wall color shall be at “interior” intersections of walls.

#### ROOFS

Roofs shall utilize colors consistent to the Charleston Sea Island region and the traditional colors for that roofing material. Roof color shall be complementary to the Architectural style of the Residence and surrounding neighboring homes.

#### WALLS

Walls shall be complementary in color to area of the Community in which they are located, IE: Rural Homesteads vs Jack Island Home Sites. Wall surfaces shall utilize texture and/or multi-layered applications of color where possible to achieve subtle color variation on walls.

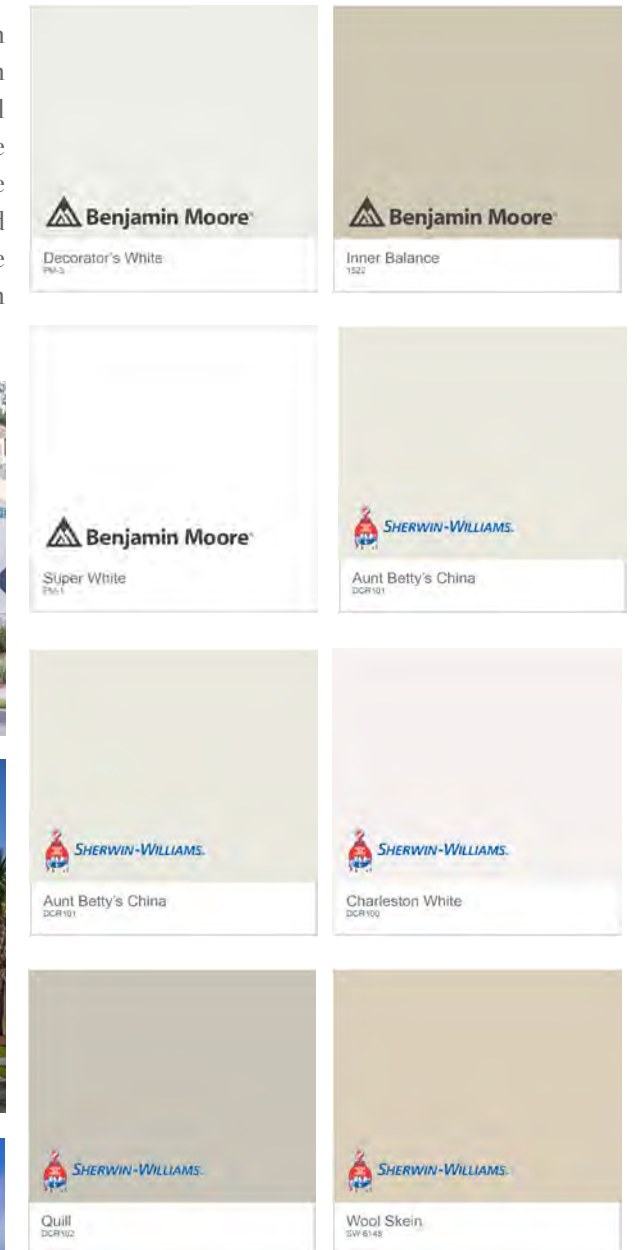


FIGURE 3.10 – COLOR PALETTE IMAGES

### 3.11 Decorative Elements

In general, decorative elements shall draw upon the local Charleston Sea Island culture, tradition and influences. Accent and decorative elements should be consistent with the Architectural Style of the home and not appear to be “tacked-on”

#### WROUGHT IRON

Wrought iron may be used for decorative railings, handrails, window treatments, and other architectural hardware.

#### WOOD ACCENT ELEMENTS

Carved wood designs shall draw inspiration from traditional Charleston Sea Island styles or local cultural designs.

*See Figure 3.11 – Decorative Elements*

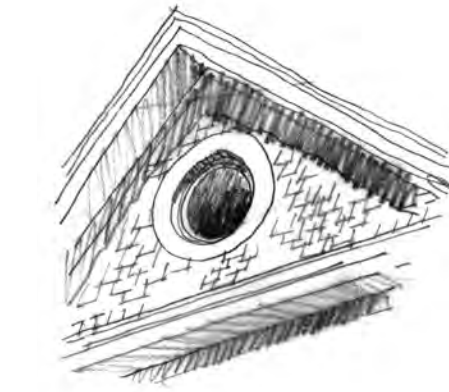


FIGURE 3.11 – DECORATIVE ELEMENTS

### 3.12 Utilities

#### OBJECTIVES

- To minimize visibility, noise, smell, vibrations or other nuisances that may be caused by poor utility design, location, or installation

#### GUIDELINES

##### COOLING & HEATING

All equipment shall be located within the Buildable Envelope and fully screened from Common Areas, and adjoining Lots. In some instances, especially on small Lots, equipment may be located within the setback, however this is subject to review and approval by the ARB. The design shall locate units so as to minimize noise associated with the operation or maintenance of the units. Screen walls shall completely enclose the units, with the wall a minimum of 12” higher than the highest part of the unit. In some cases, privacy walls may be sufficient to achieve screening of equipment areas, eliminating the need for a ‘double’ wall. Roof-mounted units on sloped roofs are not allowed. Acoustic wall and/or covers may be required if it is discovered that noise emanating from enclosures are a nuisance to adjoining Lots or Common Areas.

##### SOLID WASTE DISPOSAL

Trash and refuse areas shall be designed as integral parts of the building design. These areas must be screened from Common Areas, and adjoining Lots. Covers on trash enclosures may be required if it is discovered that odors emanating from enclosures are a nuisance to adjoining Lots or Common Areas. All trash containers must have sealed lids.

### 3.13 Hurricane Protection

#### OBJECTIVES

- To allow for adequate storm protection for buildings within Kiawah River without distracting from the overall aesthetic properties of the Community.

#### GUIDELINES

- Hurricane protection systems must be approved by the ARB. Pre-approved systems include hurricane impact windows and doors, Bahamas shutters, butterfly shutters, and removable panels (metal, plywood and fabric). Any permanent grommets for systems that involve removable panels must be integrated within the surrounding trim and painted to match.
- Permanent protection systems located on the exterior of the home, which are not consistent with the architectural style of the home are not permitted. For example, metal accordion, clam shell, or roll-down systems.





# 4

## ARCHITECTURAL STYLES

The Architectural styles for Kiawah River embrace the Charleston Sea Island heritage and spirit of place. Each style represents a unique response to the climate, site and available building materials fostering an intimate connection between shelter and the environment, creating homes which “belong” to the land. The five Architectural styles all share the stylistic spirit of the evolution of homes of the Charleston Sea Islands. The following sections describe the design aesthetic and characteristics of each individual Architectural style.

## 4.1 Architectural Styles for Kiawah River

The Architectural styles for Kiawah River are represented by historical precedent of Charleston Sea Island Architecture combined with a contemporary sensibility that reflects the unique qualities of the Property Owner. The following styles listed below are considered appropriate for Kiawah River. The Guest Builder or Property Owner may propose other styles they consider appropriate.

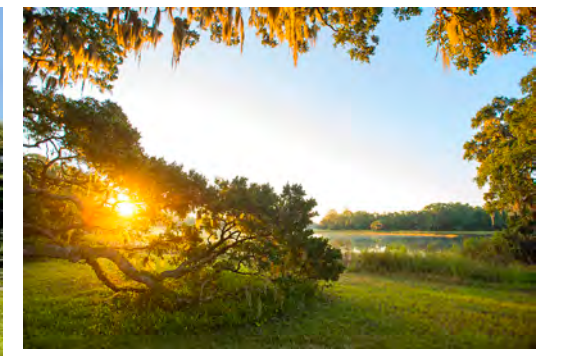
- The Marsh House
- Sea Island Cottage
- The Island Home
- The Farm House
- The Side Yard House



HISTORIC PRECEDENTS ARE THE INSPIRATION FOR THE HOMES AT KIAWAH RIVER

## 4.2 The Marsh House

A more relaxed style, the Marsh House is in contrast to the more ordered style of houses in Kiawah River. Broad overhangs with exposed rafters, wrap around porches and simple vernacular detailing allows this house to co-exist within the landscape in which it is placed. Outbuildings, either attached or detached, can tell the story of how the house evolved for changing needs and function. Outdoor stairs, covered porches and trellis' help link various volumes together.



### 4.3 The Sea Island Cottage

Mainly 1-1/2 story, the Sea Island Cottage takes advantage of the proximity to the ground / terrace where possible and has a strong connection between the indoor and outdoor spaces. Typically, a smaller house, these cottages utilize simple, straightforward structures that respond to functional requirements while taking advantage of natural light on as many sides as possible. Roofs are typically steeper, and the materials used are honest and straightforward, allowing the building forms to read clearly. Private gardens are created with the architecture.



### 4.4 The Island Home

Drawing from the influences of West Indies trade and British Colonial details, a more refined style emerged in Charleston and its surrounding islands. Symmetrical, ordered fenestration along with the use of stucco on masonry for the core of the house defines this style. Attached secondary massing along with outbuildings can be either masonry or wood siding. More highly refined details are included in this style.



#### 4.5 The Farm House

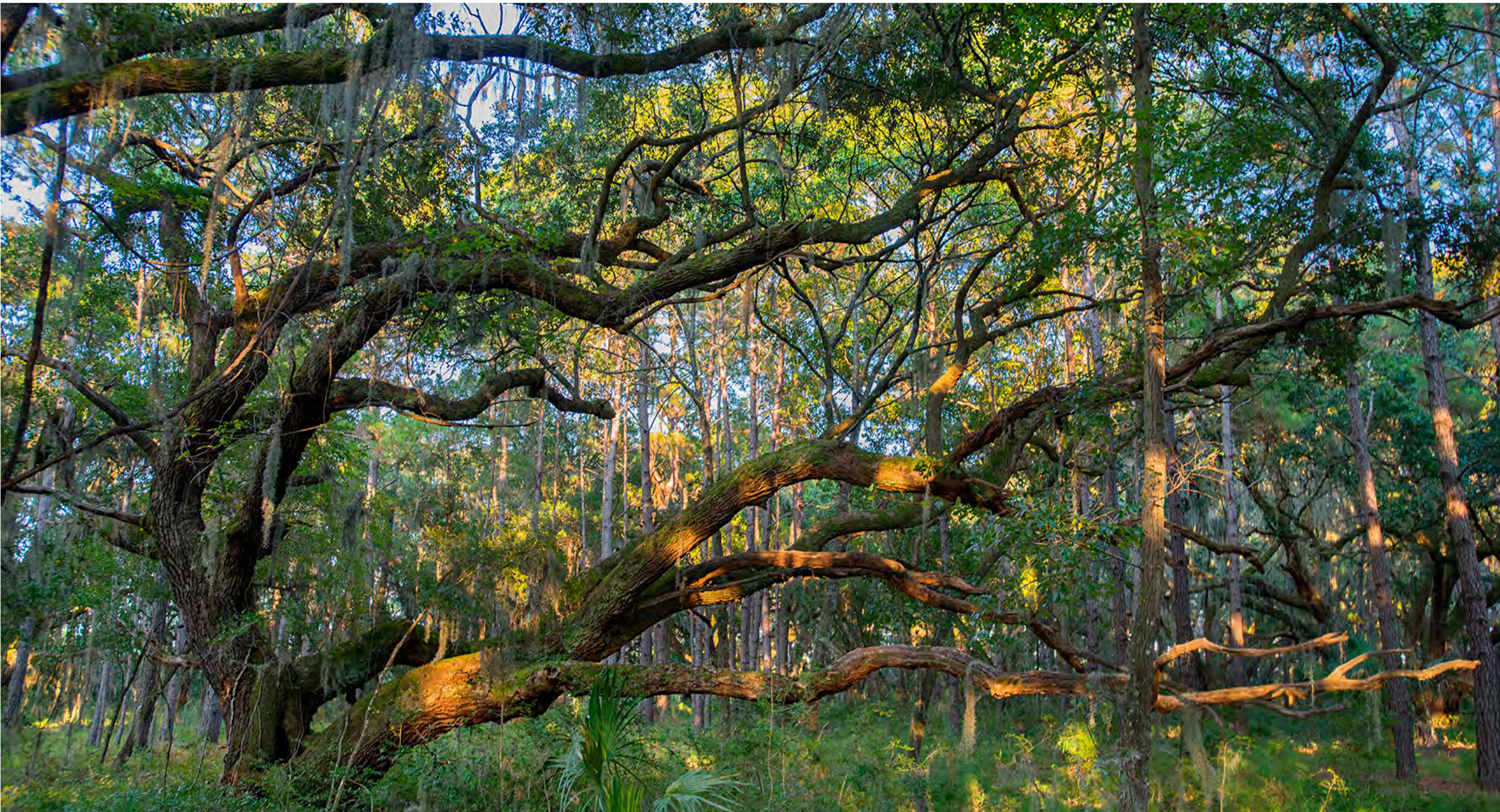
Typically wood construction, the Farm House style has a simplified architectural aesthetic. More utilitarian, the design can have more of a rural simplicity. Simple vernacular materials include board and batten siding, painted brick chimneys integrate the building with the land. Tall windows to the floor, dormer windows, broad roof overhangs help to bring in and control natural light. Gable roof forms are appropriate, although incorporating secondary roof forms that help to break up the overall building volume is acceptable.



#### 4.6 The Side Yard House

Well suited to long narrow properties, the Side Yard House is an adaptation from the Charleston Single House that allows airflow through the entire length of the house and courtyards. Influenced by Barbadian Long Houses, the massing of the house is located asymmetrically along or very near the side lot line, creating the opportunity for a side yard or garden along the opposite side lot line. Typically, one room wide and many rooms long, this house can be multiple stories in height with single or double courtyards.





# 5

## LANDSCAPE DESIGN & SITE ELEMENTS

The following landscape standards have been developed to help Guest Builders and Private Property Owners achieve the environmental, Community and aesthetic objectives for Kiawah River. The intent of these Guidelines is to encourage a high level of quality and consistency in construction methods and materials while providing for a diversity of custom design solutions.

## 5.1 Planting

### OBJECTIVES

- To establish a consistent Community landscape that utilizes plant materials that are sensitive to the existing plant communities and enhance the natural beauty of the site.
- To have Property Owner landscapes contribute to creating a Community landscape that visually unifies the various Architectural styles.
- To utilize landscape techniques and native plant palettes that are sensitive to water conservation.
- To utilize plant materials to define outdoor rooms, frame views, create privacy and/or provide landscape focal points.
- To protect views from adjacent Lots and Common Areas through the use of appropriately scaled plant material and sensitive landscape planning.

#### 5.1.1 General Planting Guidelines

- All plants must be selected from the Approved Plant List located in Appendix B. Proposed landscape plantings that are not on the Approved Plant List shall be identified on all landscape submissions with a full description of the plant and why it is proposed for use. The ARB reserves the right to disapprove of any plant they find incompatible with the Community's overall design intent.

- A Prohibited Plant List is included in Appendix C. These plants represent species with characteristics that are potentially invasive to this environment, have weed-like tendencies or are in conflict with the intent of these Guidelines. Under no circumstances may a plant from the Prohibited Plant List be used.
- Plant materials shall envelop buildings and help to complete structures and provide shade, texture or a focal point for outdoor rooms. Shrubs may be used as informal low walls, vines may be used to fill in walls between structural components and trees may be used to provide scale for building masses.
- Planting of trees and palms must take into consideration views from adjoining Lots. The use of many tall palms or large canopy trees where views from adjoining Lots would be impacted are not permitted.
- Areas that have been previously landscaped by the Master Developer shall be protected from damage during construction. Any damage to previously landscaped areas by the Property Owners' Contractor shall be promptly replaced with plant materials of the same size, quantity and species.

- All trees, shrubs, and ground covers

must be maintained properly. All dead or dying plants shall be replaced promptly. Maintenance for seasonal planting will be required in the off-season to remove all dead or frost damaged growth, leaf litter or other debris. Irrigation systems must be maintained to ensure survivability of plant material.

- Ground or shredded native materials, such as pine straw, shall be utilized for mulch. Colored gravel mulch is prohibited.

- The ARB may require additional tree planting on a Lot if, in the opinion, the Lot size, building siting, mass, character or any other circumstances specific to that Lot, warrants an increase in tree size or density.

- To create a more natural looking landscape character in the Transition Areas, the use of multi-trunked trees is preferable over the use of nursery "standards" in the landscape design.

- All plant material shall meet the requirements of the "American Standards for Nursery Stock - ANSI 260.1." See Figure 5.1.1 - Planting Design Principles

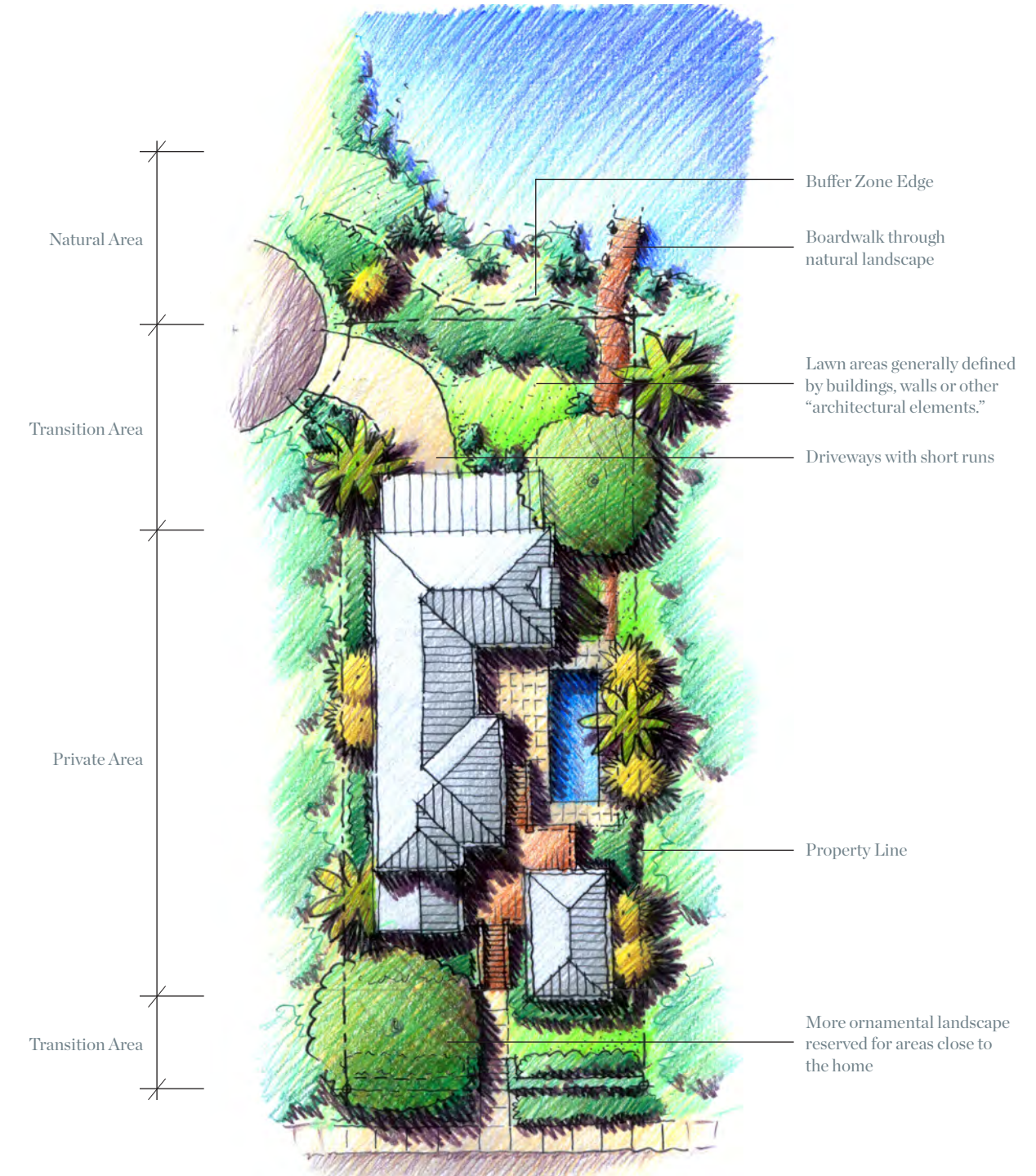


FIGURE 5.11 - PLANTING DESIGN PRINCIPLES



### 5.1.2 Private Area Planting

The Private Area is that area of the Lot defined by walls, Buildings, landscape structures and/or plant materials visible from public areas, including adjoining Lots or Common Areas. A larger variety of plant material, including non-native species, may be used in the Private Area. The use of trees is preferred in areas close to the house to help blend buildings with the site, accentuate entry areas, provide for climate amelioration, and help to define outdoor spaces. Plantings are to transition from the more intensively landscaped areas of the Private Area to the native landscapes of the Transition Area and Common Area. These areas shall be maintained so that they resemble the more natural landscapes. A low wall that separates the Private Area from the Transition Area and Common Area may also be used.

#### TREE AND SHRUB PLANTING WITHIN PRIVATE AREA

The following plant materials shall be planted:

- 1 tree per 1,000 sf of Buildable Envelope. (three inch caliper minimum)

- 10 shrubs per 500 sf of Buildable Envelope. (five gallon minimum size)
- Buildable Envelope area shall be rounded up the nearest 500 sf to calculate the number of required shrubs.
- Preserved Oak = 2 required trees  
*Note: The preservation of existing oaks is strongly encouraged and will account for two of the required planted trees.*

### 5.1.3 Transition Area Planting

The Transition Area shall be planted with a similar pattern and density of the streetscape or Common Areas to create a gradual transition between the Property Owner's landscape and Community landscape.

- Plant material within the Transition Area shall be located and maintained to not block oblique views from adjacent Lots.
- Portions of the Transition Area may be planted with more ornamental species, particularly when the Transition Area is separated from the Common Area by Architectural features such as walls, fences or other hardscape elements.

- The Transition Area may be treated with a more architectural approach that incorporates retaining walls, planted hedge, outdoor terrace or a fence along the Common Area. Incorporating a grade change with this approach would be encouraged.
- New planting within the Transition Area shall be installed so that the existing trees will be preserved and not damaged.
- Property Owners may be responsible for completing the streetscape design through the installation of plant material in their Transition Zone.

### 5.1.4 Natural Area Planting

The Natural Area shall only be planted to mitigate man-made damage or site adjustments. Planting within the Natural Areas shall be accomplished with only native plant material in a density and mix that would naturally occur in the adjacent areas. Refer to Appendix B - Approved Plant List for plants that are approved for planting in the Natural Area.



## 5.2 Tree Protection & Plant Salvage

The existing trees and native plant species are considered a great natural asset to Kiawah River. It is the Master Developer's intent to preserve as much of the existing landscape as possible and integrate the Community into its natural setting.

#### OBJECTIVES

- To preserve as many Grand Trees and Protected Trees as possible.
- To encourage creative Architectural designs which integrate the building with the existing landscape.



#### GUIDELINES

- The Guest Builder or Property Owner shall provide a tree survey to the ARB delineating all Grand Trees and Protected Trees on the Lot prior to obtaining any Development approvals or permits. This tree survey shall comply with the requirements of Article 9.4 of the ZLDR, as modified in Appendix B of the Kiawah River PDD Plan, which is available from the ARB Office.
- A Clearing Plan must be submitted to the ARB at the final design review and prior to the start of construction. In the Clearing Plan, the Property Owner shall indicate the plant material they wish to preserve, relocate or remove. Upon review in the field, the ARB will notify the Property Owner of its intention of salvaging native plant species not designated to be preserved or relocated.
- Removal of plant material shall take place within four weeks of Property Owner's approval. Following the completion of the plant salvage operation, the Property Owner shall be cleared to commence construction by written notification from the ARB.
- The Master Developer reserves the first right of refusal to salvage existing native species at no cost to the Property Owner.



## 5.3 Driveways & Auto Courts

### OBJECTIVES

- To minimize visibility of paved areas from the street and neighboring Lots through careful siting, grading and use of Architectural devices and landscape.
- To blend driveways into the natural terrain so that grading is minimized.
- To utilize, where possible, local materials and/or pervious materials for paving.
- To minimize the quantity of paving in Facade Zone or Transition Areas.

### GUIDELINES

- All driveways are to follow alignments that minimize grading, preserve existing trees and reduce disruption to the site. Driveways shall respect the general alignments shown in the Lot Diagrams or, if different, must be as approved by the ARB. The driveway and garage layouts are to minimize the visibility of the garage doors, driveways and off-street parking from the street, Common Areas and adjoining Lots.
- Only one driveway entry will be permitted for each Lot. A suggested driveway access point is indicated on the Lot Diagram. Alternate locations may be approved by the ARB if the applicant demonstrates that such a relocation furthers the objectives of the Community. Loop driveways are not permitted.

- Straight driveway alignments with front facing garage doors are strongly discouraged. Avoid straight driveway alignments, where possible, to screen parking and garage doors from the street.
- The use of pervious paving for driveways and auto courts is highly encouraged. Approved materials for driveways and auto courts include pervious paving such as gravel, decomposed granite, plantation mix or crushed shell. Other materials such as colored and/or patterned concrete, precast concrete pavers, brick, or natural stone must be reviewed and approved by the ARB.
- Coloring and texturing of concrete is required. Colors of finish paving materials shall complement proposed buildings and integrate well with the surrounding muted earth tone colors. No smooth or broom finishes will be allowed (only seeded, washed or exposed textures).
- Generally, driveways shall be a maximum of 12 feet wide, except at curb line where they may flare to 14 feet wide but must transition to 12 feet within 15 feet from the edge of the adjoining street. Ribbon driveways or other solutions that minimize

driveway paving are strongly encouraged.

- The quantity of hardscape in the auto court shall provide ample space for easy turning movements and vehicular parking. Excessive paving that impacts the surrounding landscape areas is discouraged.

### 5.3.1 Shared Driveways

- In an effort to minimize visual impacts along the entry drive and other areas, some Lots may gain access from a shared drive. Property Owners gaining access from the shared driveway shall be responsible for maintenance with reciprocal access and maintenance easements recorded over the driveway. *See Figure 5.3.1 – Shared Driveway Diagram*

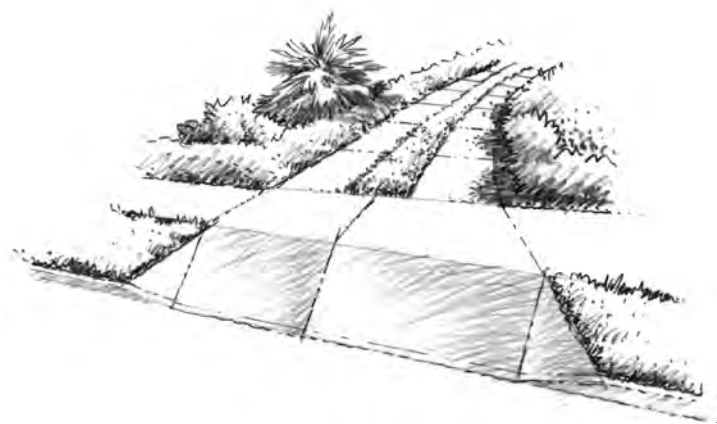


FIGURE 5.3.1 – SHARED DRIVEWAY DIAGRAM

## 5.4 Garages & Parking

### OBJECTIVES

- To minimize the visibility of garages, parking areas, and driveways through planting, architectural projections and careful siting of garages.
- To accommodate all parking needs for the Residence on the Lot.

### GUIDELINES

- All Lots shall include a garage or carport that can accommodate a minimum of one car. Garages and carports may be open air provided parked cars are not visible from the street or Common Areas.
- Garages must be sited and located so that visibility from the street is minimized. Side entry garages are strongly encouraged on all Lots. Separating a three-car garage into two masses (one single car and one two car garage) is required.
- Incorporating finished, livable space above the garage is strongly encouraged.
- Vehicular parking spaces shall have a minimum dimension of 9 feet by 20 feet.
- Golf cart parking spaces shall have a minimum dimension of 6 feet by 9 feet.
- A minimum of 24 feet of back-up space is ideal.



- Recessed (minimum of 1 foot) garage doors and single stall door openings are strongly encouraged.
- On-street parking of boats, trailers, RVs or similar types of secondary recreational vehicles is prohibited.
- Synthetic garage doors may be used, but a sample must be submitted and approved by the ARB.

*See Figure 5.4 – Garage Design*

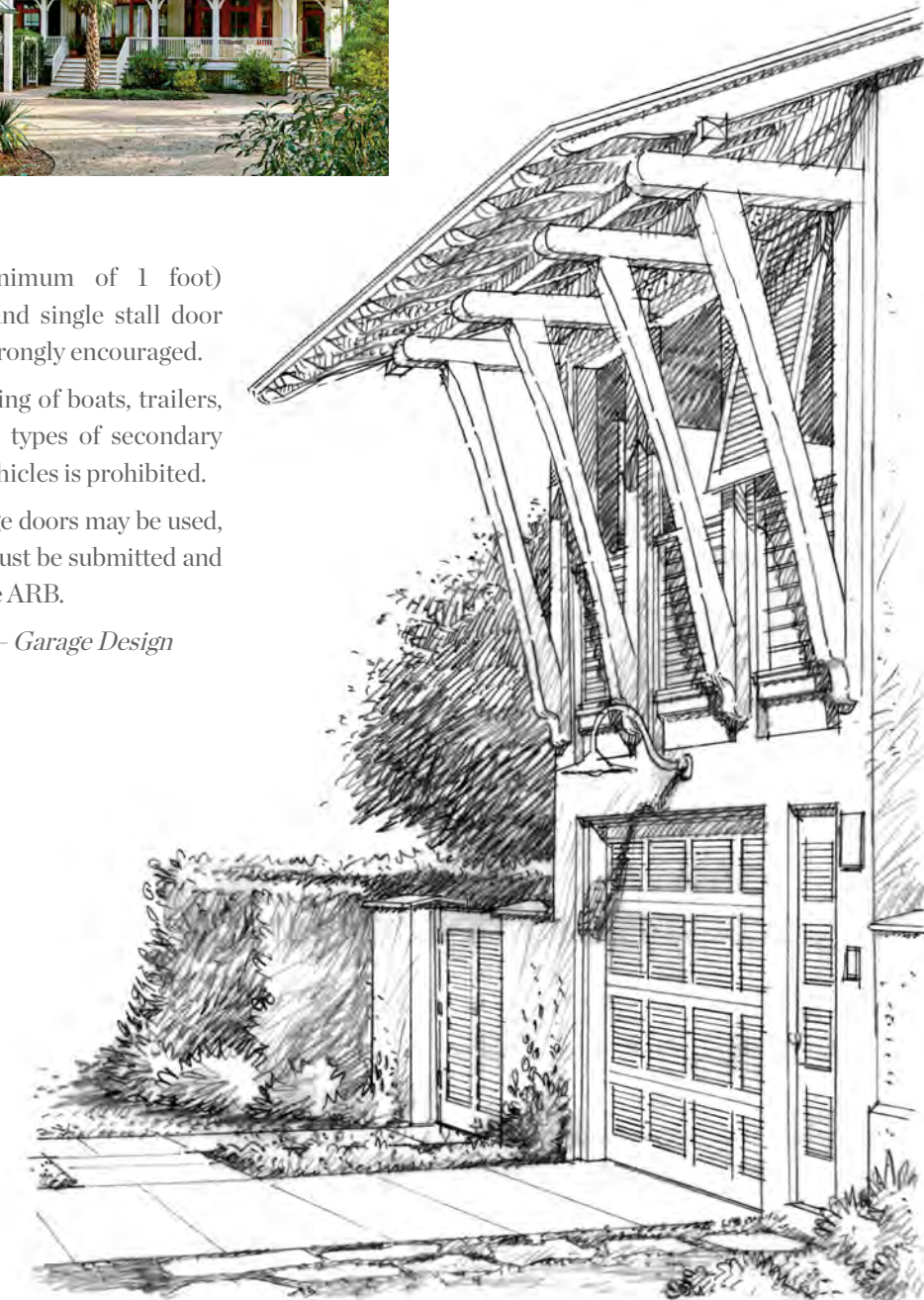


FIGURE 5.5 – OUTDOOR STAIR DESIGN

## 5.5 Courtyards, Terraces, Paths & Outdoor Stairs

### OBJECTIVES

- To create outdoor spaces that enhance the site's ambiance through the use of plantings, walls, Architectural devices and/or landscape structures.
- To create outdoor "rooms" which are natural extensions of the indoor rooms of the Residence.
- To utilize materials that complement the Architecture and materials of the building.

### GUIDELINES

- The spatial organization of the Residence as well as the organization of the outdoor spaces is to be designed as one unified whole. The demarcation line between indoors and outdoors is to be blurred.
- All paths, outdoor stairs and terraces are to be located within the Buildable Envelope. Paths, outdoor stairs and terraces located within the Transition Area or Facade Zone shall be designed to make a smooth transition to the Common Area and/or tie in to the streetscape design.
- The use of natural and local materials such as stone, chipped stone, crushed shell, plantation mix and/or gravel is encouraged. Concrete may be used provided it is colored and textured to complement

the Residence.

- Extending flooring materials from the inside of the Residence to the outdoor space is encouraged.
- The use of Architectural devices such as courtyards, arcades, trellises and/or porches to help create a gradual transition from indoors to outdoors is strongly encouraged.
- Designs shall minimize the use of several different types of paving materials in order to produce an understated, unified design. See Figure 5.5 – Outdoor Stair Design

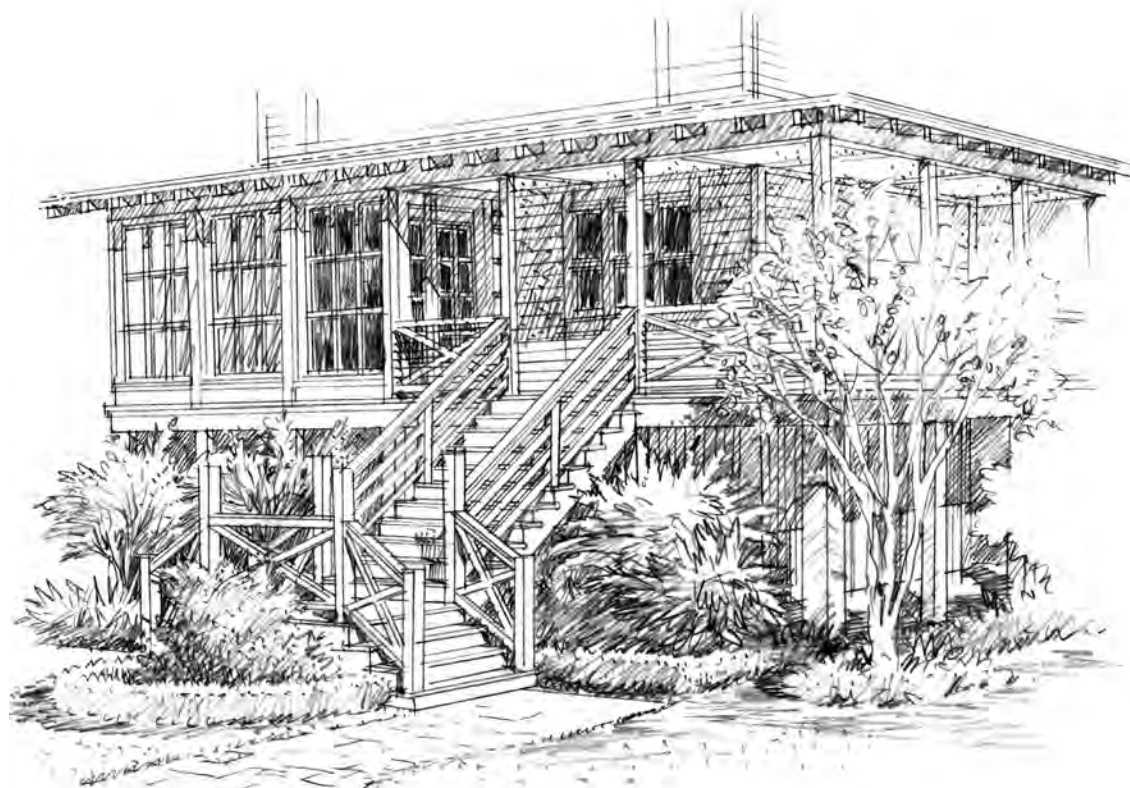


FIGURE 5.5 – OUTDOOR STAIR DESIGN

## 5.6 Walls, Fences, & Gates

The following design objectives apply to all walls that are visible from other Lots, Common Areas, and the shoreline, regardless of whether they are retaining, free standing or if they are faced or structural.

### OBJECTIVES

- To construct walls, fences and gates which emulate the Charleston Sea Island tradition. Generally, these are low brick or Tabby walls, and/or picket or cast-iron fences.
- To design walls, fences and gates that are related to and are natural extensions of the buildings.
- To achieve privacy through the use of berming, low walls and careful building and planting design, thereby minimizing the use of higher privacy walls and fences.

### GUIDELINES

- Walls, in general, shall be a maximum height of 6' feet, except where a partial retaining condition exists. Designers are strongly encouraged to design wall heights that are as low as possible, maintaining privacy, yet preserving views and the visual character of the Community. Wall designs shall be extensions of the Architecture of the building.
- Site walls that are visible from the streetscape or Common Areas shall incorporate multiple horizontal offsets and vertical variations to avoid long straight lines in the landscape. All such visible walls shall utilize a minimum vertical offset of 8 inches and a maximum vertical offset of 16 inches. The horizontal separation between vertical offsets shall be a minimum

of 24 inches. This guideline does not apply to walls along stairs or privacy walls on property lines that are not visible from the streetscape or Common Areas.

- On the view side of the Lot, privacy walls and fences shall not extend past the Private Area so that oblique views from adjacent Lots are preserved. See-through fences or low hedges may be allowed in this area if they do not obstruct oblique views. See Figure 5.6.1 - Oblique Views
- "View fences" are encouraged to preserve the openness of the Community landscape. These fences may utilize an open wood or metal picket or designs which are, in general, "see-through" and frame rather than block views of the Community landscape beyond. See Figure 5.6.1 - Oblique Views

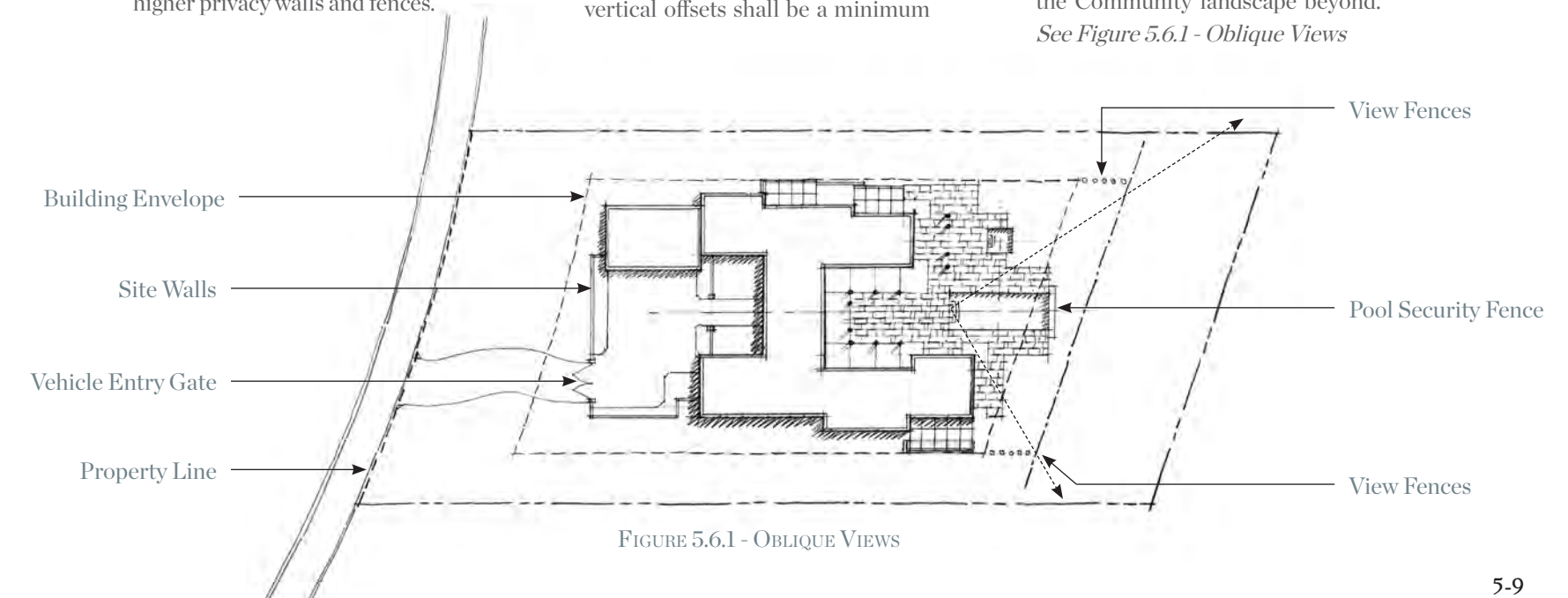


FIGURE 5.6.1 - OBLIQUE VIEWS



- Depending upon the Architectural style of the home, the ARB may require that the ends of walls incorporate decorative terminus details and not end abruptly.
- Wall and fence designs shall be designed to be compatible with walls and fences on adjacent Lots and/or Common Area. If an existing wall or fence abuts the applicant's property, these must be shown on the applicant's survey, site and landscape plans.
- Vehicle entry gates and/or entry columns must be located within the Buildable Envelope. In some instances, especially on large Lots, gates and columns may be located within the setback, however this is subject to review and approval by the

- ARB. Gates and columns shall be designed in an understated way and not make a design statement when viewed from the street, Common Areas or neighboring Lots.
- Pool security fencing shall meet the requirements of the Charleston County Zoning. Utilizing grade changes in conjunction with fencing to meet these requirement is encouraged.
- Fencing or walls on Lots that face wetlands, marshes, or salt ponds are strongly discouraged, and must be located within the Private Area of the Lot. Fencing or walls directly adjacent to and facing the Kiawah River are prohibited. View fences in these locations are acceptable
- Approved wall materials include

Tabby, stacked stone or brick. The minimum thickness of walls shall be 8 inches.

- Approved fence materials include wood picket, horizontal barn fencing, or cast iron. Finishes on fences are to be similar to those of the Residence and treated, stained, painted and/or left to weather so that they blend in with the surrounding landscape. Cast iron fences are to be painted a dark color or left to weather. Living fences which incorporate landscape vines are highly encouraged, an example of this would be a wire fence planted with Jasmine.
- Vinyl clad cyclone will not be permitted.

## 5.7 Landscape Structures

### OBJECTIVES

- To design landscape structures that appear as extensions and/or additional building components of the main Residence.
- To design landscape structures which are subordinate to the main Residence and visually recede into the surrounding landscape.
- To incorporate landscape structures which help to ameliorate the climate and create shade, shadow and textures.

### GUIDELINES

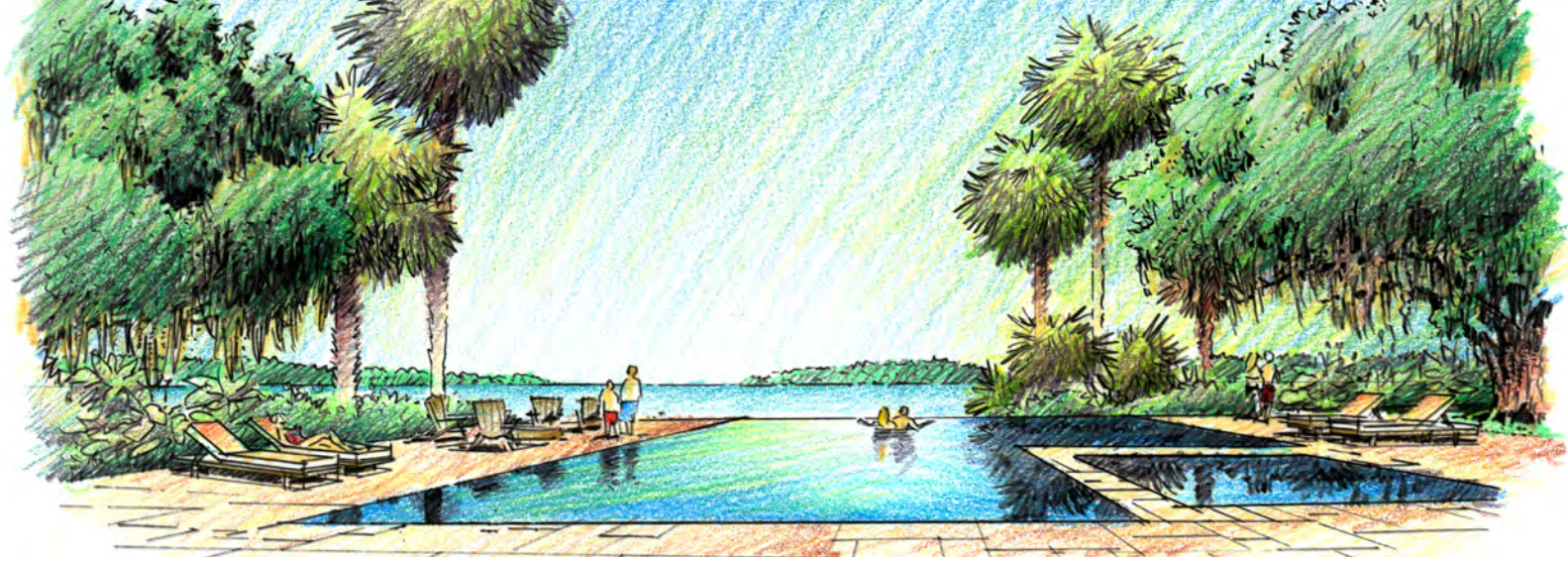
- Landscape structures such as arbors, pavilions, and/or decks are permitted but must be located within the Private Area of the Buildable Envelope. They must be sited and designed so that they do not impede views from neighboring Lots.
- The height, color, materials and style used for outdoor structures are to be the same or similar to the Residence. Heavy wood timbers, if used for

rafters, posts or trellis elements, must be substantial in dimension and treated, stained, painted and/or left to weather so that they blend in with the surrounding Landscape.

- Landscape structures are to be visually subordinate to the main Residence. Accordingly, the height and visual mass of an outdoor structure shall be substantially less than that of the main Residence. The maximum height for a landscape structure shall be 14 feet.
- In general, the same Guidelines that apply to Architecture apply to the design of landscape structures. (Refer to Chapter 3) See Figure 5.7 – Landscape Structures



FIGURE 5.7 – LANDSCAPE STRUCTURES



## 5.8 Spas, Pools & Water Features

### OBJECTIVES

- To locate pools and/or water features where they are not highly visible from public areas.
- To design pools and water features which augment the outdoor spaces and complement the Architectural style of the main buildings.

### GUIDELINES

- In general, pools, spas and water features are to be designed to be integral parts of the residential design and visually blend with the landscape. Landscaping shall be selected and arranged to complement the water feature and create “outdoor rooms.” See 5.8.1 – Pool and Spa Design
- Swimming pools, spas, ponds and other artificial water features must be built within the designated Buildable Envelope. Small water features located on side yard privacy walls may be exempt from this guideline if the applicant can demonstrate the water feature will not have a noise or visual impact on the adjacent

Lot. Pools and spas in the rear Transition Areas may be allowed closer than 10 feet to the property line if it is demonstrated that such Improvements have no impact on Common Areas or adjacent Lots.

- The exposed edges of infinity or “negative” edge pools that are visible from adjacent Lots or Common Areas must utilize an approved natural stone or finish that blends with the adjacent landscape. Exposed pool walls or surfaces that are visible from off-site must be screened with shrubs, vines and/or ground cover plantings.
- Swimming pool and spa areas must be screened with low landscape walls and/or plantings to minimize their visibility from adjacent Lots or Common Areas.
- Swimming pools and spas, and the doors and gates leading to them, must be constructed in accordance with Charleston County Zoning regulations, including fence and enclosure heights. Pool enclosures

shall utilize a combination of fencing and grade changes to meet wall requirements set forth by the regulations and Design Guidelines. Design solutions that eliminate the need for a pool fence are encouraged. Utilizing grade changes to achieve pool enclosure is strongly recommended.

- Mechanical equipment must not be visible or heard from adjacent Lots and shall be located below grade or enclosed by walls or other suitably effective screening and noise attenuation methods.

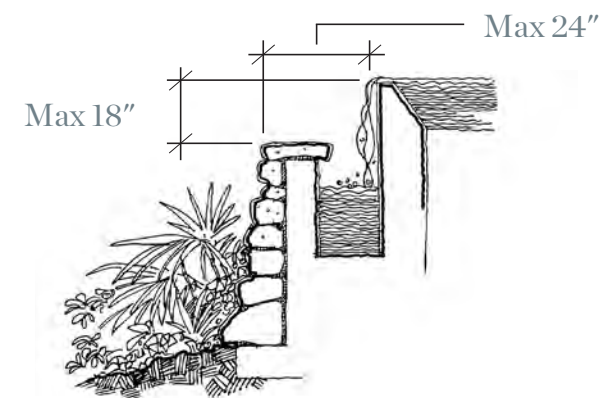


FIGURE 5.8.1 - POOL & SPA DESIGN

## 5.9 Exterior Service Areas 5.10 Irrigation

### OBJECTIVES

- To screen service areas from off-site views.
- To ensure any noise or odors from trash or equipment are contained within the service areas.

### GUIDELINES

- Service or storage areas, barbecues, satellite dishes, gates, outdoor sculpture or other outdoor site elements are to be located within the Buildable Envelope.
- Trash disposal areas, outdoor work areas, mechanical equipment and outside equipment (including antennae and satellite dishes) are to be completely screened from off-site views by the use of Architectural features or plant materials. Where feasible, these areas are to be integrated into the main buildings.
- Trash container storage areas must be located so that they are easily accessible to service personnel and offensive odors are contained. These areas shall require gates and sealed containers. Generally, these areas need to be within 3 feet of the street or alley to allow for walk-up collection service.
- Pool, spa equipment and air conditioning units shall be located behind walls or in underground vaults to contain noise. Solid noise absorbing covers for equipment may be required

after installation if it is discovered that noise emanating from the units is a nuisance to adjoining Lots or Common Areas.

### OBJECTIVES

- To minimize the amount of landscape irrigation required through water sensitive landscape design.
- To utilize irrigation systems that provide efficient water coverage and minimize water usage and runoff.
- To ensure adequate levels of irrigation using automated systems to promote optimal plant growth and establishment of a mature landscape.

### GUIDELINES

- All landscaped areas within the Lot must be irrigated. The use of salt tolerant and drought resistant plants combined with minimal irrigation must be the basis of all landscape submittals. Except for turf and some groundcover areas, where overhead or micro spray systems are more practical, the use of automatic underground drip irrigation systems will be encouraged in all landscape areas to ensure the establishment and sustainability of the landscape.
- Rainwater collected in cisterns or

gray water collected in an approved tank is encouraged to be used for irrigation by individual Property Owners.

- Group plant materials according to their water consumption needs.
- All irrigation systems will utilize an automatic, programmable controller to maximize efficiency. All irrigation systems must have rain sensors that automatically disabled the scheduled watering after recent rainfall. The HOA shall reserve the right to suggest appropriate adjustments to the watering cycle, volume and duration.
- The irrigation system must be designed and installed to preclude over-spray or runoff onto adjacent Lots, paved areas, streets, sidewalks or walls.
- Irrigation must be designed in accordance with Charleston County Zoning regulations. It is the Guest Builder or Property Owner’s responsibility to acquire, understand and adhere to any such regulations. The ARB assumes no responsibility related to these regulations.
- Mulch all new areas of planting to retain soil moisture and provide for weed control.

## 5.11 Lighting

### OBJECTIVES

- To preserve the nighttime dark sky by minimizing the amount of exterior lighting.
- To utilize low intensity, indirect light sources to the extent required for safety and subtle drama.
- To utilize light fixtures which complement the architecture and enhance the landscape.

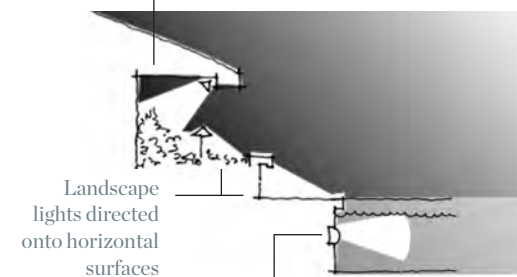
### GUIDELINES

- Exterior building lighting, either attached to or as part of the building, shall be the minimum needed to provide for general illumination, safety, and security of entries, patios and outdoor spaces and associated landscape structures.
- Exterior site lighting shall be minimal, provide subtle drama and be directed onto vegetation or prominent site features and not upon the building. See Figure 5.11 – Lighting Design Concepts

- Lighting of plant materials shall be achieved with hidden light sources and down lights from above.
- Light fixtures shall be located and designed to avoid spillover onto adjacent Lots.
- To preserve the nighttime dark sky, lighting emanating from the Residence's interior is also subject to ARB control. Interior lighting shall be concentrated at activity areas and minimized next to windows. Built-in lighting adjacent to windows shall be directed toward the Residence's interior. Architectural or decorative elements, such as louvers or scrims, shall be employed to minimize the quantity of light escaping through the windows. The maximum level of foot-candles 20 feet from the building face shall be 0.01 foot-candles.
- Guest Builders and Property Owners are encouraged to install underwater pool, spa and water feature lights with rheostats / dimmers so that they may be easily dimmed if it is determined that spillover light from these sources is a nuisance to neighboring Lots or Common Areas or is adversely affecting the nighttime dark sky.
- Only low voltage lighting with a maximum of 25 watts may be used for all exterior site lighting applications. Line voltage may be used for lights on the building, but must be lamped with 25-watt maximum bulbs.
- The use of LED light sources is strongly encouraged and must be identified as such on all ARB submittals.
- The use of solar lighting is encouraged.
- Soffit lights over garage doors are not allowed.
- No light shining towards wetlands, marshes and the Kiawah River will be allowed.
- Security lighting may be installed on buildings provided it does not create a light nuisance to adjoining Lots or Common Areas. All motion sensitive security lighting must be on timers that automatically turn the lights off after 5 minutes. Motion detectors shall be located to avoid accidental triggering by wildlife or wind-blown vegetation. Light from these devices shall be directed downward and not into any adjacent Lots or Common Areas.

Building-mounted lights directed onto landscape not building walls

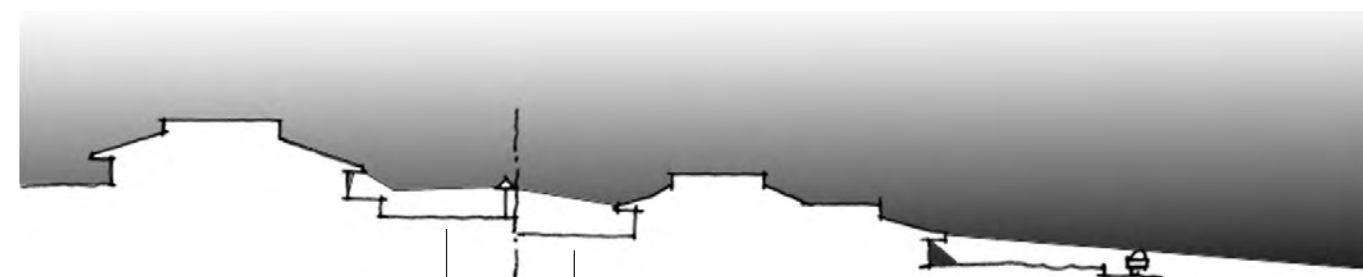
### APPROPRIATE LIGHTING



5-14

Utilize subtle pool lights for effect and safety

### INAPPROPRIATE LIGHTING



Light falling onto adjacent properties, homes and roads

## 5.12 Miscellaneous Site Elements

### OBJECTIVES

- To utilize site elements and details that are typical to the Charleston Sea Island character, have subdued colors, and are appropriate in this waterfront environment.

### 5.12.1 Patio Furniture

Exterior storage of patio furniture and outdoor living accessories in areas visible from off-site is allowed provided it meets the following requirements:

- If stored uncovered, the furniture is stored in the same locations as if it were in use.
- If stored with covers, the covers must be made from non-reflective material with dark, earth tone colors.
- Patio furniture and umbrella colors are to utilize subdued colors when their location is visible from other Residences or Common Areas. The ARB and/or the HOA reserves the right to reject any such items if it is deemed they are not consistent with the intent of these Guidelines and the Community's aesthetic objectives.
- Plastic lawn furniture is not allowed.

### 5.12.2 Sculptures & Artwork

All sculptures and/or artwork visible from adjacent Residences or Common Areas must be approved by the ARB prior to installation. No reflective materials or bright colors will be allowed in areas visible from adjacent Lots or Common Areas. The

Final Design submittal is to include detailed information on size, location, materials, colors, mounting details and lighting.

### 5.12.3 Barbeques & Heat Lamps

Barbeques and heat lamps should be built within a walled enclosure that is architecturally consistent with the Residence. All equipment that is visible from other Residences or Common Areas shall be non-reflective and have muted coloration.

### 5.12.4 Flagpoles, Antennae, & Satellite Dishes

Antennae and satellite dishes are subject to special review by the ARB. They shall be installed so as not to be visible from any neighboring Lot or Common Areas, mounted in an inconspicuous manner and painted or colored to match the adjacent background color to blend with the surrounding building. Freestanding flagpoles must be approved by the ARB.

### 5.12.5 Address Markers & Mailboxes

An address marker may be located at the entry to the Lot using one of the Master Developer-supplied designs and mounting details.

### 5.12.6 Sport / Tennis Courts

Sports/tennis courts shall be allowed on Lots provided there is no lighting, the courts are screened from view from adjacent Lots and Common Areas and methods approved by the ARB are used for noise abatement.

### 5.12.7 Exterior Recreation or Play Equipment

All exterior recreational or play equipment, such as swing sets, slides, play structures, jungle gyms and similar equipment, must meet the intent and requirements of all sections of these Guidelines, including color. This type of equipment or structures shall be located in the least visible portions of the Lot and must not be visible from adjacent Lots or Common Areas. The height of this type of equipment shall be limited to a maximum of 10 feet above finished grade. All exterior recreational or play equipment requires specific approval of the ARB prior to installation.

### 5.12.8 Basketball Hoops

Basketball hoops and backboards shall be allowed on Lots provided they are not visible from adjacent Lots or Common Areas and methods approved by the ARB are used for noise abatement.

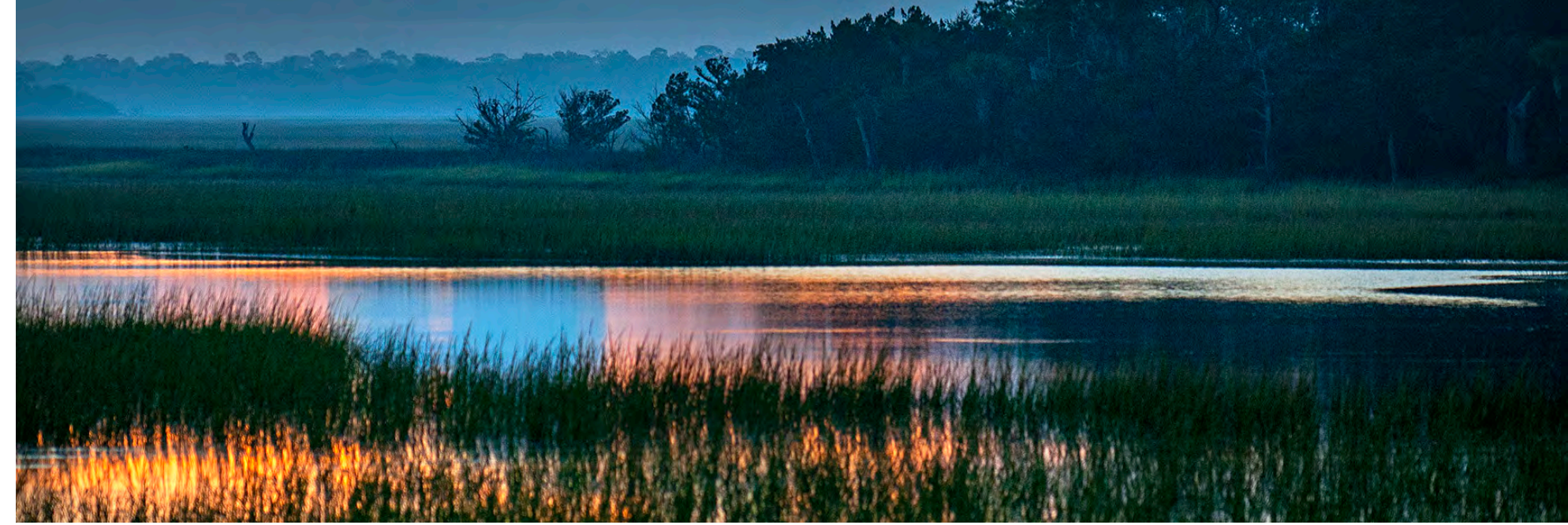
5-15



# 6

## SUSTAINABLE BUILDING STRATEGIES

This chapter presents ways in which to build site-friendly, resource efficient, healthier buildings. Site and building designs which consider energy and resource conservation early in the design process reduce the cost of operation while also greatly improving user comfort. In a climate like Kiawah River, these are important benefits for Property Owners.



## 6.1 Sustainable Building Strategies

Kiawah River is committed to demonstrate, educate and advocate environmental responsibility. To this end, Guest Builders and Property Owners are strongly encouraged to employ green building techniques, materials, systems and methods in both their building, site design and construction. Excellent guiding standards for these concepts may be obtained from the U.S. National Association of Home Builders. Regionally, additional resources can be referenced at both Environments for Living ([www.environmentsforliving.com](http://www.environmentsforliving.com)) or Earth Craft ([www.earthcraft.org/who-is-earthcraft](http://www.earthcraft.org/who-is-earthcraft)). These standards, while technical in nature, are complimentary to the aesthetic objectives of the Design Guidelines and shall not be seen as mutually exclusive. Good design, first and foremost, is site responsive, material efficient and appropriate for its climate and local culture.

As residential designs are submitted to the ARB, Guest Builders, Property Owners and their Consultants will also be requested to provide supporting documentation on how their designs comply with the green building techniques contained in either Environments for Living or Earth Craft as mentioned above.

## 6.2 Reduce Energy Demand

The sustainable building strategies outlined in these Guidelines encompass five major ideas. These ideas, described below, provide an overview of the more detailed issues that shall be addressed in all designs.

To utilize site elements and details that are typical to the Charleston Sea Island character, have subdued colors, and are appropriate in this waterfront environment.

An integrated approach to the design of the Residence that considers the entire energy system is key to creating the most efficient building without compromising human comfort. Important strategies include building orientation to capture cooling breezes and shade from intense sun, high levels of insulation and heat reflecting glazing, careful design of the home's heating and cooling system and then careful monitoring and testing of all systems before occupying the building. Other considerations include the selection of appliances for their energy efficiency (Energy Star Rated), and designing the rooms and public spaces to make the most of natural daylight.

## 6.3 Building Materials for a Better Environment

Many of today's building materials contain hidden chemicals with and long-term effects that most people never see, but over time realize have a negative impact on their health. Sometimes the impacts from building materials have occurred prior to their installation, either negatively impacting those who manufacture the material or have to prepare them for transport. Other materials continue emitting toxic gases long after installation. Finally, other materials have significant negative impacts associated with their disposal. The design team shall select materials that are durable and appropriate for the coastal climate of Kiawah River. By purchasing materials from local manufacturers, the Builders support local economies and greatly reduce the energy required to ship them long distances. An increasing number of materials are made with recyclable and recycled content, allowing Builders to avoid materials that unduly deplete limited natural resources, such as lumber from old-growth forests.

## 6.4 Healthier Air Quality for a Better Life

Research indicates that air pollutant levels in our homes and offices can be four to five times higher than the air outside. In environments like the Charleston Sea Islands where fireplaces play an important role, the quality of indoor air is a major concern. Health effects from exposure to indoor air pollutants (mold, smoke, dust and toxic gases from specific construction materials) range from short-term health effects (sneezing, itchy eyes, headaches, dizziness), to more serious long-term effects such as respiratory disorders. A healthy indoor environment can be achieved through designing natural ventilation, carefully constructing and testing air handling systems and avoiding materials that contain high levels of chemicals and toxins that emit gasses for months or even years after installation.

## 6.5 Efficient Use of Water

The Charleston Sea Island environment provides opportunities for managing water use and preservation by thinking about the entire water cycle – from rain, to domestic use and application for irrigating landscape features, to runoff into waterways and wetlands. At Kiawah River we have designed a sustainable water system – so the water the Master Developer provides to the Lot will be taken to a common sewage facility, cleansed and used for irrigation of the agricultural areas. Guest Builders and Property Owners can provide similar measures in the Community by reducing water demands through appropriate fixture selection and carefully managing storm water runoff to keep pollutants and chemicals out of the drainage areas. The use of a residential rainwater collection cistern is encouraged for individual Residents who wish to conserve water for landscape irrigation.

## 6.5 Reduce Waste

All waste generated at Kiawah River will need to be hauled away from site, consuming fossil fuels in the process and ultimately taking up precious land at its final destination – the landfill. Minimizing the amount of waste we generate will provide multiple benefits to Kiawah River and the region in general. This begins with more conscientious construction practices reducing required materials and recycling where possible.





# 7

## ARCHITECTURAL REVIEW BOARD

The following chapter outlines the functions and organization of the ARB.  
Please refer to the CC&R's for further information.

## 7.1 Architectural Review Board Members

The Architectural Review Board (ARB) will consist of a minimum of three, and a maximum of five, Members. Each person will hold office until such time as s/he has resigned, been removed or her/his successor has been appointed.

## 7.2 Appointment & Term of Members

All Members shall initially be appointed by the Master Developer on behalf of Kiawah River Home Owners Association (HOA). All of the members of the ARB will be appointed, removed, and replaced by the Declarant, in its sole discretion, until the expiration of the period of Declarant control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at the time the Board of Directors will succeed to Declarant's right to appoint, or replace the members of the ARB. The term of office of each member of the ARB, subject to the CC&R's, will be one-year, commencing January 1st of each year, and continuing until his successor shall have been appointed. Should a ARB member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed.

## 7.3 Membership Requirements

Members of the ARB appointed by the Board or the Declarant need not be Members of the Association. Two Members of the ARB are required to be licensed design professionals in the fields of Architecture, Landscape Architecture or engineering. The ARB shall contract and/or assign some of the ARB's administrative duties, but not authority, to any qualified design professional or manager as needed.

## 7.4 Resignation of Members

Any Member of the ARB may at any time resign from the ARB upon written notice stating the effective date of the Member's resignation to the Committee, or to the Declarant, whichever then has the right to appoint and remove members. Any Member may be removed at any time by the body that appointed them, with or without cause.

## 7.5 Functions of the ARB

It will be the duty of the ARB to consider and act upon such proposals or plans from time to time submitted to it in accordance with the Design Review procedures established by these Design Guidelines; to amend the Design Guidelines as deemed appropriate with the approval of the Committee; and to perform any duties assigned to it by the Declarant, or the Committee as set forth in this document and the CC&R's.

## 7.6 Meetings

The ARB will meet monthly or as needed to properly perform its duties. The ARB's actions on matters will be by a majority vote of the ARB. Any action required to be taken by the ARB may be taken without a meeting if a consent in writing, setting forth the action so taken, will be signed by all of the ARB Members. The ARB will keep and maintain a record of all actions taken by it. The powers of this ARB relating to Design Review will be in addition to all Design Review requirements imposed by Charleston County Zoning and Development Regulations and any other authority having jurisdiction over Improvements at Kiawah River.

## 7.7 Compensation

The HOA or Declarant, whichever then has the greater number of appointed Members, will have the right to set the compensation for the ARB Members. Compensation may at any time be revoked or changed by Declarant or Committee with or without cause. All Members will be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any ARB function or duty. The ARB shall contract and/or assign some of the ARB's administrative duties, but not authority, to any qualified design professional as needed.

## 7.8 Amendment of Design Guidelines

The ARB may, from time to time with the approval of the HOA, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of, the Design Guidelines, which, among other things, interpret, supplement or implement the provisions of the Design Guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Design Guidelines. Each Guest Builder and Property Owner is responsible for obtaining from the ARB a copy of the most recently revised Design Guidelines.

## 7.9 Non-Liability

Neither the ARB nor any Member will be liable to the Association, any Guest Builder or Property Owner or any other person for any damage, loss or prejudice suffered or claimed on account of:

- Approving or disapproving any plans, specifications and other materials, whether or not defective.
- Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials.
- The Development or manner of Development of any land within Kiawah River.
- Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct.
- Performing any other function pursuant to the provisions of the Design Guidelines.





# 8

## DESIGN REVIEW PROCESS

This section provides a guide for the Design Review Process for Kiawah River. The process involves a series of meetings between the Guest Builder or Property Owner, their design team and the ARB. The process begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings designed to ensure a smooth and efficient review of the building and site design. The ARB is committed to assisting Guest Builders and Property Owners through the Design Review Process and should be thought of as a member of the design team as opposed to a regulatory review agency.

## 8.1 Overview of Design Review Process

Improvement plans will be carefully reviewed by the ARB to ensure that the proposed design is compatible with the design intent at Kiawah River. This Design Review Process must be followed for any of the following Improvements:

- Construction of all new buildings;
- The renovation, expansion or refinishing of the exterior of an existing building;
- Major site and/or landscape Improvements (including pools, driveways and/or culverts)
- Construction of, or additions to, fences or enclosure structures.

The ARB evaluates all Development proposals on the basis of these Design Guidelines. Some of the Guidelines are written as broad standards and the interpretation of these standards is left up to the discretion of the ARB. Other Guidelines, such as Building Height or Setbacks, are more definitive, or absolute, design parameters and in many cases parallel Charleston County building code requirements or project approval documents. It is the intention of this Design Review Process that all Improvements comply with these absolute standards. In the event of a conflict between these Guidelines and any

Local, State or Federal building or zoning code or project approval documents, the Local, State, or Federal building or zoning code or project approval documents shall govern.

Kiawah River's Design Review Process takes place in four steps:

1. Pre-Design Conference & Concept Design
2. Preliminary Design Review
3. Final Design Review
4. Construction Observation

Any Improvement as described above will require, and be preceded by, the submission of plans and specifications describing the proposed Improvements accompanied by an application fee.

The Guest Builder or Property Owner shall retain competent assistance from a licensed Architect, Civil Engineer, Landscape Architect, Soils Engineer and/or a licensed and bonded Contractor (Consultants) as appropriate. The Guest Builder or Property Owner and Consultant(s) shall carefully review the CC&R's and these Design Guidelines prior to commencing with the Design Review Process.

Having secured Final Design approval from the ARB, the Guest Builder or

Property Owner is also required to meet all the submittal and approval requirements of the Charleston County Zoning and Development Planning and Building Department to obtain design approvals or any other discretionary permits and a building permit.

The Guest Builder or Property Owner is to commence construction within one year of the Final Design Approval. If construction does not commence within this timeframe, the design approval will expire, requiring resubmission of the application and payment of all associated fees.

## 8.2 Approved Design Professionals

The ARB may create a list of recommended design professionals to design all Residences and landscapes at Kiawah River. These professionals have demonstrated their ability and sensitivity toward implementing the established design objectives. Guest Builder or Property Owners may choose a design professional from this list or elect to choose a non-listed professional to design their Residence at Kiawah River. Although professionals not on this list may be employed, it is recommended that an approved design professional be considered because of their familiarity with these Guidelines and Charleston County codes.

## 8.3 Pre-Design Conference & Concept Design

### 8.3.1 Pre-Design Conference

Prior to the preparation of any materials for formal ARB review, the Guest Builder and/or Property Owner and/or the Consultant(s) are required to meet with representatives of the ARB for a Pre-Design Conference. An explanatory Pre-Design Conference package that includes a current copy of the Design Guidelines, the Lot Diagram and a conference request form is available from the ARB Office. The purpose of this meeting will be for the ARB to answer any questions the Guest Builder and/or Property Owners and/or Consultant(s) may have and to offer guidance on the following subjects:

- The particular characteristics and restrictions on the Lot, as shown on the Lot Diagram, to be provided by the ARB
- Optimal orientation of buildings and outdoor spaces
- Additional survey information requirements
- Preliminary building and site Development program ideas and requirements
- Clarification and review of Design Guideline objectives
- The requirements, fees, and schedule of the Design Review Process

### 8.3.2 Concept Design

After or during the Pre-Design Conference, the Applicant shall submit to the ARB a written application and appropriate fee for Concept Design Review together with the Concept Design Review submission materials as described below:

- Concept Design Review Application Form (Sample in Appendix G).
- Design Review Application Fee.
- Concept Site Plan: (1" = 20', 16', or 8') indicating property lines and Lot Diagram areas, building location/ footprint, driveways, pools, water features and other major hardscape elements and basic grading concepts. The Applicant shall confirm and field verify the location of all utility connections to the Lot at this time to ensure that no conflicts exist with the proposed Improvements.
- Concept Floor Plan: (1" = 20', 16', or 8') showing general room layout and circulation. This may be combined with the Concept Site Plan.
- Concept Elevations: (1" = 16', or 8') of the street and sides of the building showing general massing, roof forms, Building Height and materials.
- A brief description of the proposed Architectural style, including regional historic precedents (if any).

The purpose of this submittal is to confirm that the design professionals are headed in the right

direction, are correctly interpreting the Guidelines and that the Guest Builder or Property Owner's program can be accommodated on the Lot. This submittal may be combined with the Pre-Design Conference.

## 8.4 Preliminary Design Review

After the Pre-Design Conference and Concept Design, the Guest Builder or Property Owner shall submit a written application for Preliminary Design Review together with Preliminary Design Review submission materials described.

### 8.4.1 Preliminary Design Review

Within this step, the Applicant shall prepare and submit to the ARB for review and approval a Preliminary Design Review package which shall adequately convey existing site conditions, constraints, building orientation and design, vehicular and pedestrian access, the proposed use of exterior materials and colors and conceptual landscape design.

### 8.4.2 Submission Materials

The package shall include two full-size sets and two sets of 11" x 17" reductions of the following drawings and/or materials:

- Preliminary Design Review Application Form (Sample in Appendix G)
- Location Map - indicating location of Lot within Kiawah River.
- Lot Survey - a property survey (minimum scale: 1" = 20') prepared by a licensed surveyor indicating property boundaries, the area of the property, all easements of record, utilities, 100-year flood plain, one-foot contours, any significant natural features such as existing trees, or any significant drainages as applicable. See Appendix F - Lot Survey Requirements.
- Preliminary Site Plan - 1" = 20' minimum, showing existing topography and proposed grading and drainage (1 foot contour interval), existing off-site elements (buildings, walls, trees, utility connections and Facilities, etc.) within 18 feet of the property boundary, building footprint with finished floor grades, Setbacks, Buildable Envelope and other zones as indicated on the Lot Diagram, driveway, parking area, turnarounds, drainage, fences/walls, roofs, patios, decks, pools, and any other site amenities.
- Preliminary Floor and Roof Plans - minimum 1/8" = 1' - 0", including all proposed uses, proposed walls, door and window locations and location of mechanical and electrical systems.
- Preliminary Elevations - minimum 1/8" = 1' - 0", including roof heights,

existing and finish grades, Building Heights and notation of exterior materials. Two sets of elevations; one set shall be rendered in color.

- Site Sections - minimum scale 1" = 20', showing proposed buildings, Building Heights, elevations and existing and finished grades in relation to surrounding site, including adjacent Residences and roads as may be required by the ARB.
- Conceptual Landscape Plan - a conceptual plan at 1/8" = 1' - 0" minimum, showing irrigated areas, areas of planting, turf areas, preliminary plant list, Buildable Envelope and other zones as indicated on the Lot Diagram, water features, pools, patios, decks, and any other significant design elements. This may be combined with the Site Plan. Adjacent (15 feet min) hardscape and planting (Lots 20 feet min) to be shown.
- Grading, Drainage and Erosion Control Plans - 1/8" = 1' - 0" minimum, showing existing and proposed grading (1-foot contour interval), drainage elements and erosion control methods. Site plan shall include 20 feet beyond Property Owner's property line in order to depict relationship to adjacent Lots and Common Areas.
- Study model - minimum scale 1" = 20', illustrating the relationship between proposed building forms

and topography, tree heights and prevailing site conditions. This need not be an expensively detailed model, but simply adequate to communicate basic three-dimensional massing concepts. Computer drafted 3D modeling and color rendering may be submitted in addition to the model or at the request of the ARB.

- Material Samples - on 8-1/2" x 11" or 11" x 17" boards showing:
  - a. Roof material and color
  - b. Wall material and color
  - c. Exterior trim material and color
  - d. Stone/rock materials
  - e. Window/door materials and color
  - f. Fence/wall materials and color
  - g. Paving materials and color

#### 8.4.3 Staking

The Guest Builder or Property Owner may be required to stake the corner locations of the proposed buildings and all other major Improvements upon submittal of Preliminary Design Review documents. In some instances, the ARB may require that ridgeline flagging be erected to indicate proposed Building Heights.

#### 8.4.4 Preliminary Design Review Meeting

Upon receipt of the required documents and staking of the property (if required), the ARB will notify the Guest Builder or Property Owner of the scheduled meeting date to review the Preliminary Design documents. The ARB will review and comment on the application at the meeting, allow time for discussion with the Guest Builder or Property Owner and/or Consultant(s) (if present, or via online meeting or by phone) and subsequently provide the Guest Builder or Property Owner with the conclusions of the meeting in writing.

The comments of the ARB on the Preliminary Design submittal shall be advisory only, and shall not be binding upon either the Guest Builder or Property Owner or the ARB. A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARB a minimum of five working days prior to the next regularly scheduled meeting. An itemized letter from the Guest Builder or Property Owner shall accompany any resubmittal noting all ARB comments and how each comment has been addressed in the resubmittal.

Within one year of Preliminary Design Review approval the Guest Builder or Property Owner shall initiate Final Design Review by submitting required Final Design documents. Required Final Design documents and procedures are described in Section 7.5.1 below.

## 8.5 Final Design Review

### 8.5.1 Final Design Review

The Applicant shall provide all information necessary to reflect the design of the proposed building(s), landscape or other features requiring the approval of the ARB. Final Design documents shall generally conform to the approved Preliminary Design Review documents. All Architectural plans are to be prepared by a licensed Architect. All Landscape Architectural plans are to be prepared by a South Carolina licensed Landscape Architect.

### 8.5.2 Submission Materials

The Final Design Review Documents shall be Construction Document level drawings. Submit two sets full size and two sets of 11"x 17" reductions of final plans that include the following:

- Final Design Review Application Form
- Site Plan - 1" = 20' minimum, showing existing topography and proposed grading (1-foot contour interval), building footprint with finished floor grades, Buildable Envelope and other zones as indicated on the Lot Diagram, driveway, parking area, turnarounds, fences/walls, patios, decks, utility connections and pad locations, pools and any other site amenities. Site plan shall include 20 feet beyond Property Owner's property line in order to depict relationship to adjacent Lots, and Common Areas.

- Grading, Drainage and Erosion Control Plans - 1" = 20' minimum, showing existing and proposed grading (1-foot contour interval), drainage elements and erosion control methods. Site plan shall include 20 feet beyond Property Owner's property line in order to depict relationship to adjacent Lots and Common Areas.
- Floor and Roof Plans - 1/4" = 1' - 0", indicate all room dimensions, door and window locations and sizes, location of mechanical and electrical systems and fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces, and kitchen appliances. Provide floor plans of all Accessory Structures.
- Elevations - 1/4" = 1' - 0", illustrate the exterior appearance of all views labeled in accordance with the site plan. Indicate the highest ridge of the roof, the elevation of each floor, and existing and finished grades for each elevation. Describe all exterior materials, colors, and finishes (walls, roofs, trim, vents, windows, doors, etc.) and locate all exterior lighting fixtures. Indicate proposed Building Height. Provide one set of colored elevations.
- Sections - indicate building walls, floors, interior relationships, finished exterior grades and any other information to clearly describe the interior/exterior relationships of the building as well as the building's

relationship to the site.

- Landscape Plans – 1/8” = 1’ – 0” minimum, including a planting plan, layout plan, irrigation plan, lighting plan, and any site details including retaining walls, landscape structures, pools, patios, fences and or gates. Call out all hardscape materials.
- Sample Board - on 11” x 17” boards as needed:
  - a. Roof material and color
  - b. Wall materials and colors
  - c. Exterior trim material and color
  - d. Window material and color
  - e. Exterior door material and color
  - f. Stone/rock materials
  - g. Fence/wall materials
  - h. Exterior rails and paving materials

The ARB will review and comment on the sample board at the Final Design Review. Final approval is contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in size / context that will allow a clear understanding of the final product. Regardless of previous approvals, the ARB reserves the right to require changes to the field mock-ups if they do not meet the objectives of the Design Guidelines.

#### CONSTRUCTION SCHEDULE

Include start and completion dates for both building and landscape construction. All construction shall be started within one year of Final Design approval and shall be completed within 18 months from start of construction.

#### 8.5.3 Final Design Review Meeting

Upon receipt of the required documents, the ARB will notify the Guest Builder or Property Owner of the scheduled meeting date to review the Final Design documents. In some instances, the ARB may request a final staking of the location of all corners of proposed buildings if the Final Design documents vary substantially from approved Preliminary Design documents.

Attendance at the meeting by the Guest Builder or Property Owner and/or Consultant(s) is not mandatory. The ARB will review and comment on the application at the meeting, allow time for discussion with the Property Owner and/or Consultant(s) (if present), and subsequently provide the Guest Builder or Property Owner with an approval or conclusive recommendations in writing for refinements to the design. A second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARB a minimum of five working days prior to the next regularly scheduled meeting.

#### 8.5.4 Final Design Approval

The ARB will issue Final Design approval in writing within ten working days of a vote for approval at a Final Design Review meeting. If the decision of the ARB is to disapprove the proposal, the ARB shall provide the Guest Builder or Property Owner with a written statement of the basis for such disapproval to assist the Guest Builder or Property Owner in redesigning the project so as to obtain the approval of the ARB.

### 8.6 Resubmittal of Plans

In the event that final submittals are not approved by the ARB, the Guest Builder or Property Owner will follow the same procedures for a resubmission as for original submittals. An itemized letter from the Property Owner shall accompany any resubmittal noting all ARB comments and how each comment has been addressed in the resubmittal. An additional Design Review fee must accompany each resubmission as required by the ARB.

It is possible that Charleston County Zoning and Development may, from time to time, amend its regulations such that they conflict with these Guidelines. It is the Applicant's responsibility to confirm plan consistency with the Charleston County Zoning and Development Regulations and the ARB assumes no responsibility for

changes that may be implemented as a result. In order to be considered for the next scheduled ARB meeting date, plans must be submitted no later than 5pm, seven calendar days in advance of the meeting date. The ARB will not generally meet to review comments outside the regular meeting schedule and any decision to do so must be based on compelling extenuating circumstances.

### 8.7 Kiawah River ARB

The Guest Builder or Property Owner shall apply for all applicable building permits from the Charleston County Planning & Zoning Board; and the Charleston County Building Department and any other governing agencies after receiving Final Design approval from the ARB. The Charleston County Planning and Building Department requires ARB review and approval before considering applications. Any adjustments to ARB-approved plans required by The Charleston County Building Department review must be resubmitted to the ARB for review and approval prior to commencing construction. The issuance of any approvals by the ARB implies no corresponding compliance with the legally required demands of other agencies.

### 8.8 Subsequent Changes

Subsequent construction, landscaping or other changes in the intended Improvements that differ from approved Final Design documents must be submitted in writing to the ARB for review and approval prior to making changes.

### 8.9 Work in Progress Observations

During construction, the ARB will check construction to ensure compliance with approved Final Design documents. If changes or alterations have been found that have not been approved, the ARB will issue a Notice to Comply.

### 8.10 Notice to Comply

When, as a result of a construction observation, the ARB finds changes and/or alterations that have not been approved, the ARB will issue a Notice to Comply within three working days of the observation. The ARB will describe the specific instances of non-compliance and will require the Guest Builder or Property Owner to comply or resolve the discrepancies.

### 8.11 Notice of Completion

The Guest Builder or Property Owner will provide the ARB with a Notice of Completion of any Improvement(s) given Final Design approval by the ARB. The ARB will make a final inspection of the property within seven working days of notification. The ARB will issue in writing a Notice of Completion within seven working days of observation. If it is found that the work was not done in compliance with the approved Final Design documents, the ARB will issue a Notice to Comply within three working days of observation.

### 8.12 Right of Waiver

The ARB recognizes that each Lot has its own characteristics and that each Guest Builder or Property Owner has their own individual needs and desires. For this reason, the ARB has the authority to approve deviations from any of the Design Guidelines or Regulations contained within this document. It should be understood, however, that any request to deviate from these Design Guidelines will be evaluated at the sole discretion of the ARB, and that the approval of deviations will be limited to only the most creative design solutions to unique situations. Prior to the ARB approving any deviation from a Design Guideline, it must be demonstrated that the proposal is consistent with the overall objectives of these Design Guidelines and that the deviation will not adversely affect adjoining Lots or

the Community of Kiawah River as a whole. Approval of any deviation from the Design Guidelines shall not set a precedent for other applicants to seek a similar deviation and shall not be used as justification in requesting a variance from the Design Guidelines. Rather, the request must stand on its own merits and present justification based on unique circumstances and creative design solutions.

The ARB also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Guest Builder or Property Owner demonstrates there is good cause.

### 8.13 Non-Liability

Neither the ARB nor any member, employee or agent will be liable to any party for any action, or failure to act with respect to any matter.

### 8.14 Design Review Schedule

The ARB will make every reasonable effort to comply with the time schedule for Design Review. However, the ARB will not be liable for delays that are caused by circumstances beyond their control, including activity levels which burden the resources of the ARB to review plans and provide comments within a prescribed timeframe. The ARB will provide Design Review according to the following schedule:

1. Pre-Design Conference & Concept Design Review
2. Meeting scheduled within 14 working days of receipt of Pre-Design Conference request form.
3. Preliminary Design Review
  - Application documents to be submitted 14 working days prior to the next scheduled ARB meeting.
  - Written comments from ARB meeting provided to Guest Builder or Property Owner within seven working days.
  - A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARB a minimum of five working days prior to the next regularly scheduled meeting.
4. Final Design Review
  - Application documents to be submitted 14 working days prior to the next scheduled ARB meeting, and within one year of Preliminary Design approval.
  - Written comments from ARB meeting and/or written notice of Final Design approval provided to Guest Builder or Property Owner within 7 working days.
  - A second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARB a minimum of 5 working days prior to the next regularly scheduled meeting.

### 5. Building Permits

- Guest Builder or Property Owner applies to the Charleston County Planning and Building Department for all applicable building and use permits.
- ### 6. Construction Observation
- Site observation with the Builder prior to any site disturbance, and within 7 working days of receipt of written request.
  - Foundation staking observation within 7 working days of receipt of written request. Property line and Buildable Envelope must be staked for this inspection.
  - Framing observation within 7 working days of receipt of written request.
  - Final observation within 7 working days of receipt of written request and prior to request for a Certificate of Occupancy from the Charleston County Planning and Building Department.
  - Notice of Completion issued within seven working days of observation.

### 8.15 Application Fees

In order to defray the expense of reviewing plans, monitoring construction and related data,

and to compensate consulting Architects, Landscape Architects and other professionals, these Guidelines establish a total fee of \$1,250 payable upon submittal of the application for the Pre-Design Conference or Preliminary Design Review.

Fees for resubmission shall be established by the ARB on a case-by-case basis. This fee is subject to revision annually.

### 8.16 Application Format

An application and information package is available from the ARB for each submission. Each submission must be accompanied by the required information, as specified in the application package instructions and these Guidelines in order to be scheduled for review.

Incomplete submissions will not be reviewed and may be returned to the applicant for resubmission. To expedite the Design Review Process, Applications must be complete in order to submit. Applicants will be refunded 50% of the Design Review fee if the ARB does not issue a written approval or disapproval within ten working days of the date the application is reviewed by the ARB.

### 8.17 Unauthorized Improvements

Changes or modifications to the exterior of a home or its landscape and/or hardscape without the prior review and approval of the ARB pursuant to these Guidelines is prohibited. Guest Builder or Property Owners may be subject to fines at the discretion of the ARB as approved by the Board of Directors of Kiawah River Association for unauthorized Improvements. The Guest Builder or Property Owner may apply to the ARB to review and approve the modifications, which the ARB may allow or disallow at its sole discretion subject to these Guidelines. In the event the Improvements are disallowed, the Guest Builder or Property Owner shall be required to remove them and restore the property to the pre-existing condition as it was originally approved by the ARB or as subsequently modified. If the Guest Builder or Property Owner picks a Design Professional that is not on the list, the Guest Builder or Property Owner shall submit their qualifications to the ARB prior to moving forward for approval. Contact the ARB to determine if a Recommended Design Professional List has been created.

The ARB recognizes that each Lot has its own characteristics and that each Guest Builder or Property

Owner has their own individual needs and desires. For this reason, the ARB has the authority to approve deviations from any of the Design Guidelines or Regulations contained within this document. It should be understood, however, that any request to deviate from these Design Guidelines will be evaluated at the sole discretion of the ARB, and that the approval of deviations will be limited to only the most creative design solutions to unique situations. Prior to the ARB approving any deviation from a Design Guideline, it must be demonstrated that the proposal is consistent with the overall objectives of these Design Guidelines and that the deviation will not adversely affect adjoining Lots or the Community of Kiawah River as a whole. Approval of any deviation from the Design Guidelines shall not set a precedent for other applicants to seek a similar deviation and shall not be used as justification in requesting a variance from the Design Guidelines. Rather, the request must stand on its own merits and present justification based on unique circumstances and creative design solutions.

The ARB also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Guest Builder or Property Owner demonstrates there is good cause.



# 9

## CONSTRUCTION & BUILDER REGULATIONS

This section provides a guide for the Design Review Process for Kiawah River. The process involves a series of meetings between the Guest Builder or Property Owner, their design team and the ARB. The process begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings designed to ensure a smooth and efficient review of the building and site design. The ARB is committed to assisting Guest Builders and Property Owners through the Design Review Process and should be thought of as a member of the design team as opposed to a regulatory review agency.



## 9.1 Pre-Construction Conference

Prior to commencement of design, it is the responsibility of the buyer to obtain a survey by a surveyor licensed in Charleston County to confirm existing grades, tops and toes of slopes and any other features or Lot attributes that would affect the design of any Lot Improvement. See Appendix F - Lot Survey Requirements.

## 9.2 Construction Area

Prior to the commencement of any Construction Activity the Builder will provide the ARB, for its approval, with a detailed plan of the proposed Construction Area showing the area in which all Construction Activities will be confined and how the remaining portions of the Lot will be protected.

This Construction Area Plan will designate the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/structure, dumpster, debris storage, firefighting equipment, utility trenching, limits of Excavation and erosion control.

The Builder shall be responsible for repair of any damage to Common Area or Master Developer installed irrigation or landscape to the satisfaction of the ARB. There shall be no staging of

construction equipment or materials on adjacent Lots to the Property Owner's Lot. All staging within Kiawah River must occur on the Property Owner's Lot.

### 9.2.1 Fencing Requirements

The Plan shall identify the area to be fenced using 4x4 wooden posts with green mesh screen or similar methods acceptable to the ARB for the protection of existing landscaped areas, to screen construction activities and to control dust. Such fence or screening material shall be maintained in good condition during the course of construction of the Residence and related Improvements.

Care must be taken to avoid, or if unavoidable, minimize the visual impact of the Construction Area on neighboring Lots, Public Common Areas and roads.

### 9.2.2 Access to Construction Area

One entrance into the fenced enclosure shall be located at the driveway entry. Kiawah River requires all Builders to comply with the following:

1. Restrict access to the Construction Area only through Kiawah River construction gate.
2. Identify all vehicles entering Kiawah River with the Builder's name and job site.
3. Enforce hours of access, speed limit and route of travel on Kiawah River road system as specified by the ARB.
4. Limit access to the Construction Area only on designated routes as specified by the ARB.
5. Consolidate all deliveries of materials and equipment to the extent feasible.
6. Acquire transponders per the club's requirements at their own expense.

## 9.3 Builder's Deposit

After the ARB approves a Guest Builder or Property Owner's proposed Construction Area Plan as described in Section 8.2, and prior to commencing any Construction Activity, a Builder's Master Deposit of \$7,500 shall be delivered to the ARB, on behalf of the Association, as security for the project's full and faithful performance of its Construction Activity in accordance with its approved final plans. This Builder's Deposit shall be a cash bond. In addition, the Builder's Deposit may be drawn upon to pay for repairs to adjacent Lots and/or Common Areas damaged during Construction.

## 9.5 Storage of Materials & Equipment

All construction materials, equipment and vehicles will be stored within the fenced boundary of the ARB-approved Construction Area. Equipment and machinery will be stored on-site only while needed.

## 9.6 Construction Activity Times

The time of construction will be limited to:

Monday – Friday  
7:00 am – 7:00 pm

Saturday  
8:00 am – 5:00 pm

No construction operations may occur on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day or as may be prohibited by local ordinance. Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval of the ARB. No personnel are to remain at the Construction Site after working hours.

The amount of the Builder's Deposit shall be \$5,000 each per Lot or such greater amount as determined by the ARB for all Lots within Kiawah River. This amount may be adjusted annually by the ARB.

As noted above, the ARB may use, apply or retain any part of a Builder's Deposit to the extent required to reimburse the ARB for any cost that the ARB may incur on behalf of the project's Construction Activity. Any monies shall be reimbursed to the ARB for any fees incurred by the ARB to restore the Builder's Deposit to its original amount. Construction Activity shall be halted until the Builder's Deposit is brought up to the original amount.

The ARB shall return the Builder's Deposit to the Guest Builder and Property Owner within 15 working days after the issuance of a Notice of Completion from the ARB.

## 9.4 Vehicles & Parking Areas

Only vehicles, equipment and machinery that are essential to any Construction Activity may park within the Construction Area or such other specific area designated by the ARB so as to minimize potential damage to existing vegetation, utilities, landscape, or other Improvements.

## 9.7 Construction Trailers / Temporary Structures

Any Guest Builder or Property Owner who desires to bring a construction trailer or the like to Kiawah River must obtain written approval from the ARB. The ARB will work closely with the Guest Builder or Property Owner to site the trailer in the best possible location to minimize impacts to the site and to adjacent Property Owners. All such Facilities will be removed from the Lot prior to issuance of a Certificate of Occupancy. It is encouraged that construction trailers be painted colors that will not stand out in the landscape.

The suggested colors are:

- Body and/or Trim: Benjamin Moore, Flat 998
- Trim: Benjamin Moore, Flat 1000
- Temporary living quarters for the Guest Builder, Property Owner, or their Employees on the Lot will not be permitted.

## 9.8 Sanitary Facilities

Sanitary Facilities must be provided for construction personnel on-site in a location approved by the ARB. The facility must be located in an area on-site that does not impact adjacent Residences and Roads and be maintained regularly.

## 9.9 Debris & Trash Removal

Contractors must clean up all trash and debris on the Construction Site at the end of each day. Trash and debris must be removed from each Construction Site at least once a week and transported to an authorized disposal site. Lightweight material, packaging and other items must be covered or weighted down to prevent wind from blowing such materials off the Construction Site.

Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in Kiawah River Community. During the construction period, each Construction Site must be kept neat and tidy to prevent it from becoming a public eyesore or affecting adjacent Lots. Dirt, mud or debris resulting from activity on each Construction Site must be promptly removed from roads, open spaces and driveways or other portions of Kiawah River.

All excess earth generated by trenching and approved grading activities must be removed from the site.

Any cleanup costs incurred by the ARB or the Association in enforcing these requirements will be taken out of the Builder's Deposit or billed to the Guest Builder or Property Owner as needed.

## 9.10 Hazardous Waste Management

In order to be able to respond and monitor hazardous material use and/or spills, the Contractor shall comply with the following criteria listed below:

- The Contractor shall provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products.
- Absorbent sheets will be used for spill prevention and clean up. Several boxes shall be located at fuel trucks, storage areas and in maintenance vehicles. Inventories must be maintained as necessary.
- A reportable spill is defined as a spill of one or more gallons and a significant spill is defined as more than ten gallons.
- The Contractor shall maintain a list of product names and a Materials Safety Data Sheet (MSDS) for all hazardous material products used or located on site.
- Before a hazardous material is stored, the Contractor shall check to ensure that:
  - The material is stored in an approved container
  - The container is tightly closed
  - The container has the proper warning label
  - The container is inspected for leaks
  - Any Contractor determined to be

introducing hazardous materials into the sanitary sewer or storm drain system will be removed from the site

## 9.11 Excavation & Grading

During construction, erosion must be minimized on exposed Cut and/or Fill slopes through proper soil stabilization, water control and revegetation. Grading operations may be suspended by ARB during periods of heavy rains or high winds. Blowing dust resulting from grading and construction operations must be controlled by watering.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the Construction Area and reused as part of the site restoration/landscaping plans. All excess materials must be removed from the site.

## 9.12 Foundations

The Guest Builder or Property Owner is encouraged to seek the assistance of a licensed Soil Engineer to examine and test soil conditions on her/his Lot prior to undertaking any design or construction. Declarant makes no representations or warranties, expressed or implied, as to the soil conditions.

- The Guest Builder or Property Owner and engaged Architect, Engineer and Contractor shall give due consideration to the design of the foundation systems of all structures.
- It is the Guest Builder or Property Owner's responsibility to conduct an independent soils engineering investigation to determine the suitability and feasibility of any Lot for construction of the intended Improvement.

## 9.13 Lot Survey

Prior to commencement of design, it is the responsibility of the buyer to obtain a survey by a Surveyor licensed in South Carolina to confirm existing grades, tops and toes of slopes and any other features or Lot attributes that would affect the design of any Lot Improvement. See Appendix E- Lot Survey Requirements.

## 9.14 Start of Construction & Temporary Landscape

All Improvements commenced on a Lot shall be completed within 18 months after commencement according to approved Final Design Review plans unless an exception is granted in writing by the ARB. If an

## 9.16 Damage Repair & Restoration

Improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the required 18-month period, the Association may impose a fine of not less than \$100.00 per day (or such other reasonable amount as the Association may set) to be charged against the Guest Builder or Property Owner of the Lot until construction is resumed or the Improvement is completed, as applicable, unless the Guest Builder or Property Owner can prove to the satisfaction of the Committee that such abandonment is for circumstances beyond the Guest Builder or Property Owner's control.

Damage and scarring to other property, including open space, adjacent Lots, roads, driveways, irrigation and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Property Owner of the Lot.

1. To the Damaged Party's satisfaction, revegetate the area disturbed immediately and maintain said vegetation until established
2. Pay any fines imposed by the HOA and Charleston County or other governmental agencies.

## 9.15 Dust Control

For aesthetic and dust control reasons, the ARB may request Guest Builders or Property Owners who, in their opinion, are not diligently pursuing construction to install a water meter, turf, irrigate and maintain their Lots. Guest Builders or Property Owners may elect to have the Association maintain the turf on their Lot for a monthly cost of \$200, excluding water cost. The ARB may also allow alternative means of dust control other than turf.

## 9.17 Project Completion & Close-out

Upon completion of construction, each Property Owner and Builder will be responsible for cleaning up the Construction Site and for the repair of all property that was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the ARB, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the ARB or the Association, will be taken out of the Builder's Deposit or billed to the Guest Builder or Property Owner.

## 9.18 Construction Observations

In addition to the building inspections required by Charleston County, the following construction observations must be scheduled with the ARB:

1. Site Observation – This observation includes review of staking of the Construction Area including all corners of proposed buildings, driveways and extent of grading. In addition, flagging of all areas to be protected will be reviewed. An on-site mock-up for color and materials shall be constructed for approval by the ARB. A full-scale mock-up (minimum 4-feet by 8-feet) shall be constructed which accurately conveys all proposed exterior materials, colors, and detailing, including window, corner and trim details and/or details of areas where one material changes to another. This observation must be approved by the ARB prior to the framing observation.
2. Framing or Structure Observation – This observation must be done prior to enclosure of exterior walls and roof. Final approval is contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in sizes / context that will allow a clear understanding of the final product.
3. Final Observation – This observation must be done prior to the Certificate of Occupancy issued by Charleston County and may be scheduled when

all Improvements, including all structures, landscaping and grading, have been completed.

## 9.19 Construction Signs

Temporary construction signage will be limited to one sign per Lot. The sign shall not exceed 6- square feet of total area, and shall be located within 10-feet of the Construction Site entrance. All construction signs must be reviewed and approved by the ARB prior to installation. Layout for the sign must be submitted to the ARB ten working days prior to a regularly scheduled meeting. Alternatively, the ARB may require the contractor to construct a standardized construction sign. The contractor shall contact the ARB prior to sign fabrication to confirm the required sign type.

## 9.20 No Pets

Construction personnel are prohibited from bringing pets, particularly dogs, into Kiawah River.

## 9.21 Security

Security precautions at the Construction Site may include temporary fencing approved by the ARB. Security lights, audible alarms and guard animals will not be permitted.

## 9.22 Noise

Builder will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors and wildlife.

## 9.23 No Smoking

Smoking is only allowed in enclosed vehicles. Fines of up to \$1,000 will be taken out of the Builder's Deposit or billed to the Property Owner in the event that smoking occurs out of vehicles on a Construction Site. Warning signs such as "No Smoking or Open Flame Allowed" must be posted at the Construction Site.

## 9.24 No Firearms

No firearms are allowed in Kiawah River.

## 9.25 No Alcohol or Drugs

No alcohol or illegal drugs are allowed on Kiawah River property at any time.

## 9.26 Construction Personnel Conduct

Offensive, loud or unmannerly behavior exhibited by the Builder, its employees or subcontractors is not allowed and will not be tolerated.

Builder shall be responsible for the behavior of his employees and subcontractors.

## 9.27 Occupational Safety & Health Act (OSHA)

All applicable OSHA regulations and guidelines must be strictly observed at all times.

## 9.28 Fire Protection

At least one full and operable 10-pound ABC rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times. Absence of such a device may result in fines against the Builder or access of the Builder being denied to the Construction Site.

## 9.29 Termite Pretreat

A termite pretreatment is required during construction and must be accomplished during Kiawah River's designated working hours with authorized access. No workmen or subcontractors are allowed to enter the property during "off" hours. Builders shall make certain to schedule work accordingly and

give subcontractors enough prior notice to schedule their crews within Kiawah River's construction work hours.

## 9.30 Storm Preparation

Within 24 hours of impending storm, the Contractor shall be responsible for securing the site when a hurricane is declared imminent. Should a hurricane strike the site, the contractor will, within 30 days of the event, be responsible for securing and/or removing all damaged construction materials, equipment, landscape debris and/or displaced items so as to not, at the discretion of the building official, present a hazard to others.

## 9.31 Erosion Control & Marsh Protection Requirements

Erosion runoff must be controlled on exposed Cut and/or Fill through proper soil stabilization, water control, and revegetation. The Guest Builder or Property Owner, and Contractor, are responsible for the implementation of erosion control techniques and will be held liable for any damages that may result from inadequate control measures. During periods of heavy

rain, grading operation must be stockpiled and covered to minimize wind or water erosion. Fill or topsoil material brought to the site shall be free of insects, pest, organic and deleterious matter.

## 9.32 Construction Area

No hunting or fishing is allowed on Kiawah River by Guest Builders, Contractors, Subcontractors or other Agents / Employees hired by the Guest Builder or Property Owner to perform work on the property.

The ARB also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Guest Builder or Property Owner demonstrates there is good cause.



# APPENDIX A

## Definitions

Unless the context otherwise specifies or requires, the following words or phrases when used in these Design Guidelines shall have the following meanings:

### ACCESSORY DWELLING UNIT

A dwelling unit, with no more than 800 square feet of gross floor area that has been added to, onto, or created within, a single family house. This definition includes garage apartments. An Accessory Dwelling Unit may be detached from a single family house provided it complies with the conditions applicable to Accessory Dwelling Units in Appendix B to the Agreement within the Planned Development District Plan (PDD Plan).

### ACCESSORY STRUCTURE

Any structure, not intended for habitation, which is detached from the main Residence a minimum of ten feet.

### ARB

Kiawah River Architectural Review Board that is currently functional under the auspices of the Property Owner and/or as it may later function under applicable Covenants. The ARB may promulgate, modify, and enforce development guidelines, such as architectural and landscaping guidelines, assigned to it under the Agreement or the Plan with

respect to any portion of the Real Property. The ARB appointed by the Declarant or Kiawah River Owners Association Board as provided in the CC&R's to review and either approve or disapprove proposals and/or plans and specifications for the construction, exterior additions, landscaping, or changes and alterations within Kiawah River.

### ARCHITECT / LANDSCAPE ARCHITECT / ENGINEER

A person licensed to practice architecture, landscape architecture or engineering in the State of South Carolina.

### ASSOCIATION

One or more non-profit Association(s) or corporation(s), which will be formally constituted and made up of the property owners and/or residents of the Real Property, or a particular portion or portions thereof. An Association may take responsibility for costs and maintenance of Common Areas on or affecting any portion of the Real Property subject to such Association's jurisdiction, as delineated in any applicable Covenants. See definition contained in the CC&R's.

### AT-GRADE HOME

The At-Grade Home is constructed at or near the elevation of the building pad, provided it is above the FEMA Flood Elevation, and does not provide for parking beneath the building. The minimum finished floor elevation for each home must comply with Charleston County Zoning and Land Development Regulations, referencing the FEMA Flood Plain Maps.

### BOARD

See definition contained in the CC&R's.

### BUILDER

A person or entity engaged by a Property Owner for the purpose of constructing any Improvement. The Builder and Owner may be the same person or entity. However, if the Owner elects to act as Builder, a superintendent must be designated who will be on the job site and accessible at all times during construction.

### BUILDER'S DEPOSIT

The deposit that is required to be delivered to the ARB prior to commencing a Construction Activity.

### BUILDING COVERAGE

The total area of a Lot covered by building(s), accessory building(s) or roofed areas. The Building Coverage is measured from outside of all exterior walls at ground level, it includes all exterior stairways, porches, covered parking, covered terraces, "outdoor rooms" and walkway areas. It does not include roof overhangs, uncovered walkways, terrace or pool/spa areas or above-grade decks. For Elevated Homes the furthest exterior walls would be projected down to Ground Level.

### BUILDING DEVELOPMENT STANDARDS

Any applicable dimensional standards for Lots, Development Parcels, buildings, and structures, including but not limited to any minimum standards for Lot area, Lot width, Setbacks, and yard requirements and any maximum standards for Building Height and Building Coverage on Lots or Development Parcels.

### BUILDABLE ENVELOPE

That portion of any Lot, designated as Private Area and Transition Area on the Lot Diagram, and within which the construction of the building(s), accessory structures and/or all Improvements are located.

### BUILDING HEIGHT

The maximum Building Height shall be established by a plane measured vertically above existing or proposed grade. As the natural and/or proposed grade rises, the maximum height will rise accordingly. The overall height shall be measured from the highest parapet or roof ridge to the existing natural or proposed grade adjacent to the building exterior directly below.

### COMMON AREAS

All real property (and the Improvements or amenities thereon) that may from time to time be owned or leased by the Association or otherwise held by the Association for the common use and enjoyment of the Property Owners. The Common Area may include but shall not be limited to open space, maintenance and drainage areas, common Facilities, easements, alleys, thoroughfares, parking lots, Community Ways, streets, lighting, signs, lagoons, ponds, wetlands, rights-of-way, and the area between any Property Line of a Property Owner and the mean high-water mark of any adjoining river, tidal creek, marsh or other water body. The designation of

any land and/or Improvements as a Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

### COMMUNITY

All the Property, and anything else that is part of the specific areas owned by Property Owners, Homeowners Association, and Common Areas within the boundary of Kiawah River.

### CONSTRUCTION ACTIVITY

Any site disturbance, construction, addition or alteration of any building, landscaping or any other Improvement on any Construction Site.

### CONSTRUCTION SITE

A site upon which Construction Activity takes place.

### CONSTRUCTION VEHICLE

Any car, truck, tractor, trailer or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.

### CORPS

The United States Army Corps of Engineers.

#### COUNTY

Charleston County, a political subdivision of the State of South Carolina.

#### COUNTY COUNCIL

The County Council of Charleston County, South Carolina.

#### COUNTY ORDINANCES

The Code of Ordinances of Charleston County, South Carolina.

#### COVENANTS

Refers to one or more declaration(s) of covenants, conditions, and restrictions encumbering all or portions of the Real Property that have been or will be recorded by the Property Owner.

#### CUT

Any removal of earth, rock or other material in the natural or man-made elevation of the surface of the land.

#### DECLARANT

See definition contained in the CC&R's.

#### DESIGN GUIDELINES

The architectural, design and construction regulations, restrictions and review procedures adopted and enforced by the ARB as set forth in this document and as amended from time to time by the ARB.

#### DEVELOPMENT

The planning for or carry out of a building activity, demolition, reclamation of on-site materials, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels, and is intended by the Parties to include all further uses of, activities upon, or changes to the Real Property as are authorized by the Agreement. "Development," as designated in a land or Development Permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of Development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not Development. Reference to particular operations is not intended to limit the generality of this term.

#### DEVELOPMENT PERMIT

A building permit, zoning permit, construction permit, subdivision or plat approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of

Local Government having the effect of permitting or approving the Development or use of real property.

#### DIAMETER BREAST HEIGHT (DBH)

The total diameter, in inches, of a tree trunk or trunks measured at a point four and one half feet above existing grade (at the base of the tree). In measuring DBH, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14.

#### DOCK OR PIER

A structure built over and/or floating on water used to provide access to water and/or for the mooring of boats or other watercraft. A Dock or Pier may contain commercial uses as permitted by DHEC and shall constitute a water-dependent use.

#### ELEVATED HOME

The Elevated Home may be built on a slightly elevated Lot, but the Ground Floor of the home still resides below the required FEMA Base Flood Protection Elevation. For this reason, the Ground Floor of the home is designed to accommodate parking or storage underneath the building, along with other non-habitable spaces.

#### EXCAVATION

Any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching that results in the removal of earth, rock or other substance from a depth of more than 12-inches below the existing surface of the land or any grading of the surface.

#### FACADE ZONE

The Facade Zone is part of the Private Area of the Lot that is dedicated specifically for architectural elements of the building that contribute to the overall quality of the streetscape or shared Common Area. The Facade Zone of the Lot can occur both on a publicly facing street or a shared Common Area. Allowable Facade Zone uses include building entries, front porches, wrap-around porches, bay windows, sun porches, and other architectural articulation of the building that create interest along the facade of the building.

#### FACILITIES

Major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage,

potable water, electrical service, cable television, high speed internet access, and telephone service.

#### FILL

Any addition of earth, rock or other materials to the surface of the land, which increases the existing elevation of such surface.

#### FINAL MAP

The recorded final Subdivision map or Lot map for any portion of Kiawah River.

#### FIRST FLOOR

The first habitable floor of a Building or Residence.

#### FLAT ROOF HOME

Any home with a roof pitch less than 1:12 on more than 40% of the structure.

#### FLOOR AREA

The sum of all horizontal Floor Areas of a building measured from the outside of all exterior walls.

#### GRAND TREE

Any live, healthy tree with a Diameter Breast Height (DBH) of 24 inches or greater, with the exception of pine tree species.

#### GROUND FLOOR

The lowest floor elevation for structures or Natural Ground as set forth in the County's flood management ordinance, as amended, whichever is higher; provided, however, that Ground Floor Level shall not exceed fourteen (14') feet above Natural Ground. This definition shall not be construed to prevent an owner from constructing his first finished floor higher than Ground Floor Level; provided, however, Building Height shall be measured from Ground Floor Level.

#### GUEST ROOM

A room or suite designed for temporary occupancy by one (1) or more people in a single unit on a daily, weekly, monthly, or seasonal basis. A Guest Room may be individually owned or owned as a "time-share" unit without respect to other Guest Rooms. A Guest Room may be located within a Hotel, Inn, or Bed and Breakfast. A Guest Room shall contribute to the Guest Room entitlement densities, and no others, in the Agreement.

#### HOMEOWNER

See definition for Property Owner.

#### ICON LOTS

Icon Lots are Lots that due to their location in the Community, size or elevation have been identified as having the potential to have a significant visual impact when viewed from the street or other Common Areas. Icon Lots may have one or more of the following special design considerations: enhanced landscaping, color or enhanced architectural treatment.

#### IMPROVEMENTS

See Definition contained in the CC&R's.

#### LAWS

All ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal or informal) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in section 6-31-140(A) of the South Carolina Code.

#### LOCAL GOVERNMENT

Any county, municipality, special district, or governmental entity of the state, county, municipality or region established pursuant to law which exercises regulatory control over, and grants Development Permits for land Development or which provides public Facilities. The County is a Local Government.

#### LOT

The term "Lot" means any Development Parcel identified in a Subdivision Plat recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, and as described in the purchaser's purchase contract and illustrated by the Lot Diagram, on which the purchaser intends to construct Improvements.

#### LOT DIAGRAM

The term Lot Diagram shall refer to the individual site plans for each Lot provided to the Property Owner by the ARB at the commencement of the Design Review Process. Each Lot Diagram specifies setbacks, Building Height and any special restrictions pertinent to the Lot's development as recorded with Charleston County, together with any additional factors that the ARB

may consider to be pertinent.

#### MAXIMUM FLOOR AREA

The maximum amount of Floor Area is the sum of horizontal areas of all floors of a building measured from the outside of all exterior walls.

#### MINIMUM FLOOR AREA

The minimum amount of Floor Area is the sum of horizontal areas of all floors of a building measured from the outside of all exterior walls.

#### NATURAL AREA

The Natural Area is that portion of the Lot that lies outside the Building Envelope and must remain in an essentially landscaped condition in accordance with these Guidelines.

#### NATURAL GROUND

Average elevation of a Lot or Development Parcel prior to development activity, mass grading or earthwork.

#### NEIGHBORHOOD

All the Property, and anything else that is part of the specific areas owned by Property Owners, Homeowners Association, and Common Areas.

#### OCRM

DHEC's Office of Ocean and Coastal Resource Management.

#### OCRM CRITICAL LINE

The critical area line defined by OCRM.

#### OWNER

See definition for Property Owner

#### PARCEL

The term "Parcel" shall be those Lots of land, together with any appurtenances, described as Kiawah River subdivided by Declarant pursuant to the Charleston County subdivision approval for the Kiawah River Property.

#### PERVIOUS COVER

Water bodies, as well as land that permits the absorption of storm water into the ground. Pervious Cover may include, but is not limited to Community Ways, streets, roads, alleys, parking lots and driveways which are pervious to storm water.

#### PLAN

The Kiawah River Plantation Planned Development District Plan. The Plan is attached to the Agreement and incorporated therein by reference. The Plan shall constitute a vested right of the

Property Owner during the term of the Agreement (including any extensions or renewals thereof).

#### PLANNED DEVELOPMENT DISTRICT PLAN (PDD PLAN)

The master community design guidelines, controlling scenic features and open space, organizes development, and provides for variation within and around other regulations.

#### PROJECT

The Development that has occurred and will occur on the Real Property.

#### PRIMARY BUILDING MASS

The term "Primary Building Mass" shall refer to the largest volume of the Residence having a minimum depth and width of at least 20' feet, be a minimum of five hundred (500) SF in area, and be offset by at least two (2') feet horizontally and three (3') feet vertically.

#### PRIVATE AREA

The Private Area is the portion of the Building Envelope in which all vertical Improvements must take place. All buildings in the Private Area must conform to the maximum Building Height and massing requirements set forth in

these Guidelines and as indicated on the Lot Diagrams.

#### PROPERTY OWNER

One or more persons, including natural persons, corporations, partnerships, trustee or any other legal entities, who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

#### PROTECTED TREES

Any tree on a parcel with a Diameter Breast Height (DBH) of eight inches or greater prior to development and all trees within required buffers or required landscape areas. Limited removal is allowed only when specified by the provisions of this Ordinance.

#### RESIDENCE

The building or buildings, including any garage, or other accessory structure, used for residential purposes constructed on a Lot, and any Improvements constructed in connection therewith.

**RIPARIAN LANDSCAPE**

Landscape areas which contain wetlands, marshes, salt ponds, Transition Zones to the Kiawah River, and developer installed swales and detention areas.

**SECONDARY BUILDING MASS**

The term “Secondary Building Mass” shall refer to any other portion of the Residence that is not the Primary Building Mass and qualifies as a Visual Building Mass.

**SETBACK**

Any required minimum distance from a Lot line or street right-of-way that establishes an area within which a structure or Improvements shall not be erected. Any Laws applicable to Setbacks and exceptions to Setbacks are set forth in the Plan, which shall control in lieu of Laws applicable to Setbacks and exceptions to Setbacks in the ZLDR or other Laws.

**STORY**

That portion of any building (including garage) included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling directly above it. Any portion

of a Story exceeding twenty (20’) feet in height shall be considered as an additional Story for each twenty (20’) feet or fraction thereof. If the finished floor level directly above a basement or cellar is more than six feet above grade, such basement or cellar shall be considered a Story.

**TRANSITION AREA**

The Transition Area is that portion of the Building Envelope in which all horizontal Improvements, including but not limited to pools, stairs, patios, spas, walls and fences to a maximum of four (4’) feet and landscaping, is allowed and is adjacent to the Natural Area.

**TABBY**

Tabby is a concrete stucco finish that uses a crushed oyster shell as an aggregate. The crushed oyster shells shall incorporate large or unbroken shell pieces, and not consist entirely of small ground up shell fragments.

**VISUAL BUILDING MASS**

The term “Visual Building Mass” shall refer to any portion of a Residence having a minimum depth and width of at least 20’ feet, be a minimum of five hundred (500) SF in area and be offset by at least two (2’) feet horizontally and three (3’) feet vertically from another building mass.

**ZONING AND LAND DEVELOPMENT REGULATIONS (ZLDR)**

Refers to the Zoning and Land Development Regulations of Charleston County, South Carolina.



# APPENDIX B

## Approved Plant List

TREES						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
Acer rubrum	Red Maple	•	L	•		
Amelanchier arborea	Serviceberry	•	S	•		•
Betula nigra	River Birch	•	L	•		
Carpinus caroliniana	American Hop Hornbeam	•	S	•		•
Carya oata	Shagbark Hickory	•	L	•		
Cercis Canadensis	Redbud	•	S	•		•
Chionanthus virginicus	Fringe Tree	•	S	•		•
Cornus asperifolia	Rough-leafed Dogwood	•	L	•		•
Cornus florida	Flowering Dogwood	•	S	•		•
Crataegus spp	Hawthorne	•	S	•		•
Eriobotrya japonica	Loquat	•	S		•	
Fagus grandifolia	American Beech	•	L	•		
Fraxinum pennsylvanica	Green Ash	•	L	•		
Gordonia lasianthus	Loblolly Bay	•	S		•	
Halesia Carolina	Carolina Silverbell	•	S	•		•
Hammamelis virginiana	Witch Hazel	•	S	•		•
Ilex cassine	Dahoon holly	•	S		•	
Ilex cornuta 'Burfordii'	Burford Chinese Holly	•	S		•	
Ilex opaca	American Holly	•	L		•	
Ilex vomitoria	Yaupon Holly	•	S		•	
Juniperous salicifolia	Southern Red Cedar	•	L		•	
Lagostoemia indica	Crape Myrtle	•	S	•		•
Liriodendron tulipifera	Tulip Poplar	•	L	•		•
Liquidamber styraciflua	Sweet Gum	•	L	•		
Magnolia grandiflora	Southern Magnolia	•	L		•	•
Magnolia virginiana	Sweetbay Magnolia	•	S		•	•
Magnolia 'Little Gem'	Little Gem Magnolia		S	•		•
Nyssa sylvatica	Black Tupelo	•	L	•		
Pinus palustris	Longleaf Pine	•	L		•	
Platanus	London Plane Tree	•	L	•		
Quercus alba	White Oak	•	L	•		
Quercus falcate	Southern Red Oak	•	L	•		
Quercus laurifolia	Laurel Oak	•	L		•	
Quercus phellos	Willow Oak	•	L	•		
Quercus virginiana	Live Oak	•	L		•	
Taxodium disticum	Bald Cypress	•	L	•		
Ulmus parvifolia	Chinese Elm	•	L	•		
Vitex angus-castus	Vitex	•	S	•		•

PALMS						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
Cycas revoluta	Sago Palm		M		•	
Rhapidophyllum hystrix	Needle Palm	•	S		•	
Sabal palmetto	Cabbage Palm	•	L		•	

SHRUBS						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
<i>Aesculus pavia</i>	Red Buckeye	•	L	•		•
<i>Callicarpa Americana</i>	American Beautyberry	•	M	•		•
<i>Callistemon rigidus</i>	Bottlebush	•	L		•	•
<i>Calycanthus floridus</i>	Sweetshrub	•	M	•		•
<i>Cephalanthus occidentalis</i>	Buttonbush	•	M	•		
<i>Clethra alnifolia</i>	Sweet Pepperbush	•	M	•		•
<i>Euonymus americanus</i>	Strawberry Bush	•	S	•		•
<i>Fatsia japonica</i>	Fatsia	•	M		•	
<i>Fothergillia major</i>	Witch Alder	•	S	•		•
<i>Hibiscus moscheutos</i>	Rose Mallow	•	M	•		•
<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea	•	M	•		•
<i>Ilex deciduas</i>	Deciduous holly	•	M	•		•
<i>Ilex verticillata</i>	Winterberry	•	M	•		•
<i>Itea virginica</i>	Sweetspire	•	S	•		•
<i>Rhododendron canescens</i>	Wild Azalea	•	M	•		•
<i>Rhus capallina</i>	Winged Sumac	•	S	•		
<i>Vaccinium arboretum</i>	Sparkleberry	•	L	•		•
<i>Virburnum denatum</i>	Southern Arrowwood	•	M	•		•

GROUNDCOVERS						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
<i>Ajuga reptans</i>	Carpet Bugle	•	S	•		•
<i>Antennaria plantaginifolia</i>	Pussytoes		S		•	•
<i>Euonymus</i>	Winter Creeper	•	S		•	
<i>Ilex vomitoria (dwarf spp)</i>	Yaupon Holly	•	S	•		•
<i>Liriope muscari</i>	Big Blue Lilyturf		S		•	•
<i>Liriope spicata</i>	Creeping Lilyturf		S	•		•
<i>Lysimachia nummularia</i>	Creeping Jenny		S		•	•
<i>Mitchella repens</i>	Partridgeberry	•	S		•	•
<i>Rubus arguta</i>	Creeping Blackberry	•	S	•		•
<i>Trachelospermum asiaticum</i>	Asiatic Jasmine	•	S	•		•
<i>Uvularia sessilifolia</i>	Bellwort		S		•	•

VINES						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
<i>Ampelopsis arborea</i>	Peppervine	•	S	•		
<i>Campsis radicans</i>	Trumpet Creeper	•	S	•		
<i>Gelsemium sempervirens</i>	Yellow Jessamine	•	S	•		
<i>Parthenocissus quinquefolia</i>	Virginia Creeper	•	S	•		

FERNS						
Botanical Name	Common Name	Natives	Size	Deciduous	Evergreen	Flowering
<i>Adiantum capillus-veneris</i>	Southern Maidenhair Fern	•	S		•	
<i>Aplenium platyneuron</i>	Ebony Spleenwort	•	S		•	
<i>Dryopteris ludoviciana</i>	Southern Wood Fern	•	S		•	
<i>Osmunda cinnamomea</i>	Cinnamon Fern	•	S		•	
<i>Phegopteris hexagonoptera</i>	Broad Beech Fern	•	S		•	
<i>Pleopeltis polypodiodes</i>	Resurrection Fern	•	S		•	
<i>Polystichum acrostichoides</i>	Christmas Fern	•	S		•	
<i>Thelypteris palusteris</i>	Marsh Fern	•	S		•	
<i>Woodwardia areolata</i>	Netted Chain Fern	•	S		•	
<i>Woodwardia virginica</i>	Virginia Chain Fern	•	S		•	





# APPENDIX C

## Prohibited Plant List

SOUTH CAROLINA STATE-LISTED NOXIOUS WEEDS				
Symbol	Scientific Name	Noxious Common Name	State Noxious Status†	Native Status*
ACRE3	<i>Acroptilon repens</i> (L.) DC.			L48 (I), CAN (I)
AEGIN	<i>Aeginetia</i> L.		PP	
AGAD2	<i>Ageratina adenaphora</i> (Spreng.) R.M. King & H. Rob.	croftonweed	PP	L48 (I), HI (I)
AGGI	<i>Agrostemma githago</i> L.	corn cockle	PP	L48 (I), AK (I), CAN (I)
ALECT2	<i>Alectra</i> Thunb.		PP	
ALPH	<i>Alternanthera philoxeroides</i> (Mart.) Griseb.	alligatorweed, alligatorweed, gigweed	ILAP, PP	L48 (I), PR (I)
ALSE4	<i>Alternanthera sessilis</i> (L.) R. Br. ex DC.	sessile joyweed	PP	(I), L48 (I), HI (I), PR (N), VI (N)
ASF12	<i>Asphodelus fistulosus</i> L.	onionweed	PP	L48 (I)
AVST	<i>Avena sterilis</i> L.	sterile oats	PP	L48 (I), CAN (W)
AZPI	<i>Azolla pinnata</i> R. Br.	mosquito fern, pinnate mosquito fern, mosquito fern	ILAP, PP	L48 (I)
CAHA13	<i>Cardiospermum halicacabum</i> L.	balloon vine	PP	L48 (I), HI (I), PR (N), VI (N)
CAOX6	<i>Carthamus oxyacanthus</i> M. Bieb.			L48 (I)
CATA5	<i>Caulerpa taxifolia</i> (Vahl) C. Agardh	caulerpa	ILAP, PP	L48 (I)
CHAC	<i>Chrysopogon aciculatus</i> (Retz.) Trin.	pillipillula	PP	(N), L48 (I), HI (I)
CIREU	<i>Citrus reticulata</i> Blanco ssp. unshiu (Marcow.) D.Rivera Nuñez et al.	Unshiu orange	PP	
CNBE	<i>Cnicus benedictus</i> L.	blessed thistle	PP	L48 (I), CAN (I)
COBE2	<i>Camelina benghalensis</i> L.	tropical spiderwort	PP	(I), L48 (I), HI (I), PR (I)
CRVU2	<i>Crupina vulgaris</i> Cass.	common crupina	PP	L48 (I)
CUSCU	<i>Cuscuta</i> L.2	dodder	PP	
DIAB	<i>Digitaria abyssinica</i> (Hochst. ex A. Rich.) Stapf			HI (I)
DIVE2	<i>Digitaria velutina</i> (Forsk.) P. Beauv.	velvet fingergrass	PP	L48 (I)
DRAR7	<i>Drymaria arenarioides</i> Humb. & Bonpl. ex Schult. [excluded]	alfombrailla	PP	
EGDE	<i>Egeria densa</i> Planch.	Brazilian elodea	ILAP, PP	L48 (I), HI (I), PR (I), CAN (W)
EIAZ2	<i>Eichhornia azurea</i> (Sw.) Kunth	anchored water hyacinth, rooted water hyacinth, rooted water hyacinth	ILAP, PP	L48 (I), PR (I)
EICR	<i>Eichhornia crassipes</i> (Mart.) Solms	water hyacinth, water hyacinth	ILAP, PP	(I), L48 (I), HI (I), PR (I), VI (I), CAN (W)
EMAU	<i>Emex australis</i> Steinh.	three-cornered jack	PP	L48 (I)
EMSP	<i>Emex spinosa</i> (L.) Campd.	spiny emax	PP	L48 (I), HI (I)
EUHE4	<i>Euphorbia heterophylla</i> L.			(I), L48 (N), HI (I), PR (N), VI (N)
GAOF	<i>Galega officinalis</i> L.	goatsrue	PP	L48 (I), CAN (I)
HECI	<i>Helianthus ciliaris</i> DC.	Texas blueweed	PP	L48 (N)
HEMA17	<i>Henaleium montegazzianum</i> Sammier & Levier	giant hogweed	PP	L48 (I), CAN (I)
HYVE3	<i>Hydrilla verticillata</i> (L.) J. Royle	hydrilla	ILAP, PP	L48 (I)
HYPO3	<i>Hydrophila polysperma</i> (Roxb.) T. Anderson	Indian hydrophila, Miramar weed, Miramar weed	ILAP, PP	L48 (I)
IMBR	<i>Imperata brasiliensis</i> Trin.	Brazilian satintail	PP	L48 (I), PR (I)
IMCY	<i>Imperata cylindrica</i> (L.) P. Beauv.	cogongrass	PP	(N), L48 (I)
IPAQ	<i>Ipomoea aquatica</i> Forsk.	water spinach, water spinach, swamp morning glory	ILAP, PP	(I), L48 (I), HI (I), PR (I)
IPTR2	<i>Ipomoea triloba</i> L.	three-lobed morning glory, little bell, Aiea morning glory	PP	(I), L48 (I), HI (I), PR (N), VI (N)
IPTU3	<i>Ipomoea turbinata</i> Lag.			L48 (I)
ISRU	<i>Ischaemum rugosum</i> Salisb.	soramollagrass	PP	(N), L48 (I)
LAMA15	<i>Lagarosiphon major</i> (Ridley) Mass	African oxygen weed, oxygen weed	ILAP, PP	
LECH2	<i>Leptochloa chinensis</i> (L.) Nees [excluded]	Chinese sprangletop	PP	
LISE3	<i>Limnophila sessiliflora</i> (Vahl) Blume	ambulia, limnophila, ambulia	ILAP, PP	L48 (I)
LOTE2	<i>Lolium temuleatum</i> L.	darnel	PP	L48 (I), AK (I), HI (I), CAN (I)
LUGRG2	<i>Ludwigia grandiflora</i> (Michx.) Greuter & Burdet ssp. <i>grandiflora</i>			L48 (I)
LUGRH	<i>Ludwigia grandiflora</i> (Michx.) Greuter & Burdet ssp. <i>hexapetala</i> (Hook. & Arn.) G.L. Nesom & Kartesz			L48 (I)



LYFE4	<i>Lythrum ferocissimum</i> Miers			L48 (I)
LYSA2	<i>Lythrum salicaria</i> L.	purple loosestrife	ILAP, PP	L48 (I), CAN (I), SPM (I)
MEQU	<i>Melaleuca quinquenervia</i> (Cav.) S.F. Blake	melaleuca, paperbark tree	ILAP, PP	(I), L48 (I), HI (I), PR (I)
MEMA	<i>Melastoma malabathricum</i> L.	Banks melastoma, melastoma	PP	(N), HI (I)
MICO16	<i>Mikania cordata</i> (Burm. f.) B.L. Rob. [excluded]	African mile-a-minute	PP	
MIMI5	<i>Mikania micrantha</i> Kunth	mile-a-minute	PP	L48 (I), PR (N)
MIDI8	<i>Mimosa diplotricha</i> C. Wright			(I), HI (I), PR (I)
MIFE2	<i>Mimosa pelita</i> Kunth ex Willd.			L48 (N), PR (N)
MOHA2	<i>Monochoria hastata</i> (L.) Solms [excluded]	arrow-leaved monochoria, arrowleaf monochoria	ILAP, PP	
MOVA	<i>Monochoria vaginalis</i> (Burm. f.) C. Presl ex Kunth	monochoria	ILAP, PP	L48 (I), HI (I)
MYS2	<i>Myriophyllum spicatum</i> L.	Eurasian watermilfoil	ILAP, PP	L48 (I), AK (I), CAN (I)
NAMI	<i>Najas minor</i> All.	brittleleaf naiad, slender naiad	ILAP, PP	L48 (I), CAN (I)
NATR3	<i>Nassella trichotoma</i> (Nees) Hack.	serrated tussock	PP	L48 (I)
OPAU10	<i>Opuntia aurantiaca</i> Lindl.	jointed prickly pear	PP	
OROB4	<i>Orobancha</i> L.2	broomrape	PP	
ORSA	<i>Oryza sativa</i> L.	wild red rice	PP	(I), L48 (I), PR (I), VI (I)
OTAL	<i>Ottelia alismoides</i> (L.) Pers.	duck-lettuce	ILAP, PP	L48 (I)
PASC6	<i>Paspalum scrobiculatum</i> L.	kodomillet	PP	(N), L48 (I), HI (I)
PECL2	<i>Pennisetum clandestinum</i> Hochst. ex Chiov.	kikuyugrass	PP	L48 (I), HI (I), PR (I), VI (I)
PEMAB0	<i>Pennisetum macrourum</i> Trin.	African feathergrass	PP	L48 (I), HI (I)
PEPE24	<i>Pennisetum pedicellatum</i> Trin.	kyasumagrass	PP	L48 (I)
PHAU7	<i>Phragmites australis</i> (Cav.) Trin. ex Steud.	common reed	PP	L48 (N), HI (I), CAN (N)
PIST2	<i>Pistia stratiotes</i> L.	water lettuce	ILAP, PP	L48 (N), HI (I), PR (N), VI (N)
POPE10	<i>Polygonum perforiatum</i> L.	mile-a-minute weed	PP	L48 (I)
PRAL11	<i>Prosopis</i> spp	mesquite	PP	
ROCO6	<i>Rottboellia cochinchinensis</i> (Lour.) W.D. Clayton	itchgrass, corngrass, raoulgrass	PP	L48 (I), PR (I)
RUF80	<i>Rubus fruticosus</i> L. [excluded]	wild raspberry	PP	
SASP	<i>Saccharum spontaneum</i> L.	wild sugarcane	PP	(N), HI (I), PR (I)
SASA7	<i>Sagittaria sagittifolia</i> L. [excluded]	arrowhead	ILAP, PP	
SAVE6	<i>Salsola vermiculata</i> L.	wormleaf saltola, Mediterranean saltwort	PP	L48 (I)
SAAU	<i>Salvinia</i> spp.	giant salvinia	ILAP, PP	PR (I)
SEPUP3	<i>Setaria pumila</i> (Poir.) Roem. & Schult. ssp. <i>pallidifusca</i> (Schumacher) B.K. Simon			L48 (I)
SOTA3	<i>Solanum tampicense</i> Dunal	wetland nightshade	ILAP, PP	L48 (I)
SOTO4	<i>Solanum torum</i> Sw.	turkeyberry	PP	(I), L48 (I), HI (I), PR (I), VI (I)
SOVI2	<i>Solanum viarum</i> Dunal	tropical soda apple	PP	L48 (I)
SPER	<i>Sparganium erectum</i> L.	branched burreed, exotic burreed	ILAP, PP	L48 (I)
SPAL3	<i>Spermocoe alata</i> Aubl. [excluded]	winged false buttonweed	PP	
STRIG	<i>Striga</i> Lour.	witchweed	PP	
TRNA	<i>Trapa natans</i> L.	water chestnut, water chestnut, water nut	ILAP, PP	L48 (I), CAN (I)
TRPR5	<i>Tridax procumbens</i> L.	coatbuttons, tridax daisy	PP	(I), L48 (I), HI (I), PR (I), VI (I)
URPA	<i>Urochloa panicoides</i> P. Beauv.	liverseedgrass	PP	L48 (I)

†Code	Noxious Status	*Code	Native Status
ILAP	Invasive aquatic plant	I	Introduced
PP	Plant pest	N	Native
		W	Waif

*Code	Native Status Jurisdiction
L48	Lower 48 States
AK	Alaska
HI	Hawaii
PR	Puerto Rico
VI	Virgin Islands
CAN	Canada
SPM	St. Pierre and Miquelon



# APPENDIX D

## Icon Lot Diagram



# APPENDIX E

## Governing Regulations

All proposed Improvements shall comply with the following regulations:

- This Guideline document
- Kiawah River Declaration of Covenants, Conditions and Restrictions (CC&R's)
- All applicable Charleston County Ordinances, Regulations and Codes
- All project approval documents contained within the Kiawah River PDD Plan

- Electrical
- Potable water
- Gas
- Fiber optics/Cable TV lines
- Non-potable irrigation water service (if applicable)

At a minimum, the following will be shown on the survey and extend twenty (20') feet past the property boundary on all sides:

- Property boundaries
- Street edge of pavement
- Easements
- Utilities and/or site features
- One (1) foot topographic information
- Location and finished floor of existing structures on adjacent Lots
- Existing vegetation, particularly in Developer-landscaped areas.
- Location of existing lakes (if applicable)
- Rock outcrops with spot grades at base and high points (if applicable)
- Existing trees greater than 24" DBH, with spot grades at trunk. Type of tree to be shown with trunk diameter and approximate height and spread canopy
- Existing walls with TW and BW grades, if any
- Edges of existing pavement

All Lots are to show grades drawn with polylines in the following manner – 1 foot contours and 5 feet contours shown on separate layers with zero width to polylines.

It is the responsibility of the Lot Surveyor to ensure that the survey meets these requirements, as well as any requirements of Charleston County.

The following information shall be included in all surveys of individual Lots at Kiawah River. These standards will allow for easier review and coordination of the designs within the entire project.

All drawings should be drawn in AutoCAD 2007 or later with the coordinate system and vertical datum conforming to the project engineer's coordinate system, which will be provided at the request of the surveyor. All AutoCAD entities (line types, colors, etc.) to be 'by layer.' All line type scales set at 1. Survey drawn at 1/1 formatted in architectural units. The survey is to be plotted at 1" = 20' for review purposes. X-refs should be placed on individual specific layers (i.e., x-diagram).

0.865 The following items should be shown on separate layers: property boundaries; Building Envelope and Transition Zones; easements; all utilities including but not limited to the following:

# APPENDIX

## Design Review Application Forms

Kiawah River

Pre-Design Conference Request Form p.1 of 2

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

### KIAWAH RIVER Pre-Design Conference Request Form

Date of Request \_\_\_\_\_

Date of Pre-Design Conference (for ARB use only) \_\_\_\_\_

Date of Design Guidelines Edition \_\_\_\_\_

1. A Pre-Design Conference will be scheduled, per section 5.15, within 14 working days following the receipt of a completed Pre-Design Conference Request Form.
2. The design review fee must be submitted for each lot prior to the Concept Design Review.

Please make check payable to Kiawah River ARB.

3. Please contact the ARB Administrator with any questions.

#### Project Information

A. Lot Number(s): \_\_\_\_\_

B. Location of Lot(s): \_\_\_\_\_  
Assessor's Parcel No.(s): \_\_\_\_\_  
Street Address: \_\_\_\_\_

C. Name of Owner(s): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

D. Name of Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

License Number: \_\_\_\_\_

E. Name of Landscape Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

License Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

The Owner and their design team should review the most current edition of the Design Guidelines, and CC&R's for Kiawah River and the individual Lot Diagram prior to the Pre-Design Conference. These materials will be reviewed at the meeting. The purpose of the meeting will be for the ARB to answer any questions the Owners and their design team may have and to offer guidance on the following subjects:

- The particular characteristics and restrictions on the Lot Diagram;
- Optimal locations for building and site Improvements as illustrated on the Lot Diagram;
- Additional survey information requirements;
- Preliminary building and site development program ideas and requirements;
- The requirements, fees, and schedule of the Design Review Process.

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**KIAWAH RIVER**  
Concept Design Review Request Form

Date of Request \_\_\_\_\_

Date of Concept Design Review (for ARB use only) \_\_\_\_\_

Date of Design Guidelines Edition \_\_\_\_\_

The purpose of this submittal is to confirm that the design professionals are headed in the right direction, are correctly interpreting the Guidelines and that the Builder/Partner's program can be accommodated on the Lot. This submittal may be combined with the Pre-Design Conference.

Project Information

A. Lot Number(s): \_\_\_\_\_

B. Location of Lot(s): \_\_\_\_\_

Assessor's Parcel No.(s): \_\_\_\_\_

Street Address(es): \_\_\_\_\_

Items to include:

1. Pre-Design Conference Request and Concept Design Review Application Forms.
2. Design Review Application Fee for each lot.
3. Concept Site Plan: (1" = 20') indicating property lines and Lot Diagram areas, building location/ footprint, driveways, pools, water features and other major hardscape elements and basic grading concepts. The Applicant shall confirm and verify the field location of all utility connections to the Lot at this time to ensure that no conflicts exist with the proposed Improvements.
4. Concept Floor Plan: (1" = 20') showing general room layout and circulation. This may be combined with the Concept Site Plan.
5. Concept Elevations: (1" = 20') of the street and view sides of the building showing general massing, roof forms, Building Height and materials.
6. A brief description of the proposed architectural style, including regional historic precedents (if any).

Attach a separate piece of paper if additional space is required. At the top please note the Date, Applicant Name and Lot Numbers.

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

**KIAWAH RIVER**  
Preliminary Design Review Request Form

Application date: \_\_\_\_\_

Concept Design Conference Date: \_\_\_\_\_

Date of ARB Meeting: (for ARB use only) \_\_\_\_\_

Type of Review Requested:  Preliminary Design  Modification  Miscellaneous

Application Fees (for ARB use only): Paid on \_\_\_\_\_ Check No \_\_\_\_\_ Rec'd By \_\_\_\_\_

1. A meeting will be scheduled within 14 working days from the receipt of a complete submission.
2. Please contact the ARB administrator regarding application questions.
3. Please submit Section II, III and IV for each different product.

Section I - Project Information

A. Lot Number(s): \_\_\_\_\_

B. Location of Lot(s): \_\_\_\_\_  
Assessor's Parcel No.(s): \_\_\_\_\_  
Street Address(es): \_\_\_\_\_

C. Name of Owner(s): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

D. Name of Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_  
License No: \_\_\_\_\_

E. Name of Landscape Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_  
License No: \_\_\_\_\_

I have read and will comply with the Kiawah River Design Guidelines concerning construction activities and the Covenants, Conditions, Restrictions and Reservation of Easements (CC& R's) for Kiawah River.

Signature and Printed Name of Signatory \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

**KIAWAH RIVER**  
Preliminary Design Review Request Form

Date Submitted: \_\_\_\_\_

Lot Number(s): \_\_\_\_\_

- Submittal Complete, Accepted for Review Date: \_\_\_\_\_
- Submittal Incomplete, Returned for Correction Date: \_\_\_\_\_
- 2 sets full size, 2 sets half size and an electronic (PDF) version of Plans

Submitted Complete Incomplete

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. PRELIMINARY APPLICATION and SECTION II - PROJECT DATA FORM   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. LOCATION MAP<br>Show location of Lot(s) within Kiawah River.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. PARCEL SURVEY (Scale: 1" = 20', minimum scale)<br>Prepared by a licensed surveyor indicating property boundaries, the area of the property, all easements of record, utilities, 100-year flood plain, 1-foot contours, any significant natural features such as existing trees, or any significant drainages as applicable. See Appendix D.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. PRELIMINARY SITE PLAN (Scale: 1" = 20', minimum)<br>Show existing topography and proposed grading and drainage (1 foot contour interval), existing off-site elements (buildings, walls, etc.) within 20 feet of the property boundary, building footprint with finished floor grades, setbacks, Building Envelope and other zones as indicated on the Lot Diagram, existing trees to be retained and/or removed, driveway, parking area, turnarounds, drainage, fences/walls, roofs, patios, decks, pools, and any other site amenities. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. PRELIMINARY FLOOR AND ROOF PLANS (Scale: 1/8" = 1' - 0" min.)<br>Show all proposed uses, proposed walls, door and window locations and location of mechanical and electrical systems.  |

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**KIAWAH RIVER**  
Preliminary Design Review Request Form

Submitted Complete Incomplete

- 6. PRELIMINARY ELEVATIONS (Scale: 1/8" = 1' - 0" minimum)  
Show roof heights, existing and finish grades, building heights and notation of exterior materials. Front and rear elevations in color, remainder of elevations in black and white is acceptable.
- 7. SITE SECTIONS (Scale: 1" = 20', minimum)  
Show proposed buildings, building heights, elevations and existing and finished grades in relation to surrounding site, including adjacent Residences and Roads as may be required by the ARB.
- 8. CONCEPTUAL LANDSCAPE PLAN (Scale: 1/8" = 1' - 0", minimum)  
Show irrigated areas, areas of planting, turf areas, preliminary plant list, Building Envelope and other zones as indicated on the Lot Diagram, existing trees to be retained and/or removed, water features, pools, patios, decks, and any other significant design elements. This may be combined with the Site Plan.
- 9. GRADING, DRAINAGE AND EROSION CONTROL PLANS, (Scale: 1/8" = 1' - 0", minimum)  
Show existing and proposed grading at 1 foot contour intervals, drainage elements and erosion control methods including silt fencing and driveway base rock. Include 20 feet beyond Homeowner's property line.
- 10. STUDY MODEL or COLOR RENDERING (Scale: 1" = 20', minimum)  
Illustrate the relationship between proposed building forms and topography, tree heights and prevailing site conditions. This need not be an extensively detailed model, but simply adequate to communicate basic three-dimensional massing concepts.
- 11. MATERIAL SAMPLES 8½ x 11 or 11 x 17 board showing: Roof material and color; Wall material and color; Exterior trim material and color; Window materials and color; Exterior door material and color Stone/rock materials; Fence/wall materials and color; Exterior railing and paving materials and color.

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**KIAWAH RIVER**  
Preliminary Design Review Request Form

Section II – Project Data

- Lot Numbers: \_\_\_\_\_
- A. Lot Sizes: \_\_\_\_\_
- B. Roof Pitch: \_\_\_\_\_
- C. Lot Type: \_\_\_\_\_
- D. Proposed Square Footage Calculation: \_\_\_\_\_  
Please note that all measurements are to be taken from the outside of all exterior walls.
  - 1) Main Floor \_\_\_\_\_ sq. ft.
  - 2) Secondary Floor \_\_\_\_\_ sq. ft.
  - 3) Miscellaneous \_\_\_\_\_ sq. ft. (please describe)
  - 4) Total Residence \_\_\_\_\_ sq. ft. (add lines, 1, 2 and 3)
  - 5) Accessory Structures \_\_\_\_\_ sq. ft.
  - 6) Garages \_\_\_\_\_ sq. ft.
  - TOTAL \_\_\_\_\_ sq. ft. (add lines 4-6)
- E. Number of Bedrooms, (total) \_\_\_\_\_
- F. Number of Enclosed Parking Spaces \_\_\_\_\_  
Number of Guest Parking Spaces \_\_\_\_\_  
Total Parking Spaces \_\_\_\_\_
- G. Number of Bathrooms \_\_\_\_\_  
Number of Fireplaces \_\_\_\_\_
- H. Maximum Slope of Driveway \_\_\_\_\_ %
- I. Height of tallest Proposed Building \_\_\_\_\_  
(Please note on Building Elevations) \_\_\_\_\_
- J. Building Coverage \_\_\_\_\_ %

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**Kiawah River**  
Final Design Review Application

Application date: \_\_\_\_\_  
Preliminary Design Review Acceptance Date: \_\_\_\_\_  
Date of ARB Meeting: (for ARB use only) \_\_\_\_\_  
Type of Review Requested:  Final Design  Modification  Miscellaneous

1. A meeting will be scheduled within 14 working days from the receipt of a complete submission.
2. Please contact the ARB administrator regarding application questions.
3. Please submit Section II, III and IV for each different product.

Section I - Project Information

- A. Lot Number(s): \_\_\_\_\_
- B. Location of Lot(s): \_\_\_\_\_  
Assessor's Parcel No.(s) \_\_\_\_\_  
Street Address(es): \_\_\_\_\_
- C. Name of Owner(s): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_
- D. Name of Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_
- License Number: \_\_\_\_\_
- E. Name of Landscape Architect: \_\_\_\_\_ Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_
- License Number: \_\_\_\_\_

I have read and will comply with Kiawah River Design Guidelines concerning construction activities and the Covenants, Conditions, Restrictions and Reservation of Easements (CC& R's) for Kiawah River.

Signature and Printed Name of Signatory \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**Kiawah River**  
Final Design Review Application

Section II – Project Data

- Lot Numbers: \_\_\_\_\_
- A. Lot Sizes: \_\_\_\_\_
- B. Roof Pitch: \_\_\_\_\_
- C. Lot Type: \_\_\_\_\_
- D. Proposed Square Footage Calculation: \_\_\_\_\_  
Please note that all measurements are to be taken from the outside of all exterior walls.
- 1) Main Floor \_\_\_\_\_ sq. ft.
  - 2) Secondary Floor \_\_\_\_\_ sq. ft.
  - 3) Miscellaneous \_\_\_\_\_ sq. ft. (please describe)
  - 4) Total Residence \_\_\_\_\_ sq. ft. (add lines, 1, 2 and 3)
  - 5) Accessory Structures \_\_\_\_\_ sq. ft.
  - 6) Garages \_\_\_\_\_ sq. ft.
- TOTAL \_\_\_\_\_ sq. ft. (add lines 4-6)
- E. Number of Bedrooms, (total) \_\_\_\_\_
- F. Number of Enclosed Parking Spaces \_\_\_\_\_  
Number of Guest Parking Spaces \_\_\_\_\_  
Total Parking Spaces \_\_\_\_\_
- G. Number of Bathrooms \_\_\_\_\_  
Number of Fireplaces \_\_\_\_\_
- H. Maximum Slope of Driveway \_\_\_\_\_ %
- I. Height of tallest Proposed Building \_\_\_\_\_  
(Please note on Building Elevations) \_\_\_\_\_
- J. Building Coverage \_\_\_\_\_ %  
Amount of Proposed Irrigated Area \_\_\_\_\_

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

**Kiawah River**  
Final Design Review Application

Section III – List of Materials

The following information must be completed for all applications.

A sample board must be prepared for each building type for the Final Design Review Submission.

Specification, Product

Building Materials:	Type of Material	Color, Material, etc.
Main Roof Pitch _____		
Secondary Roof Pitch _____		
Primary Wall Material _____		
Retaining Wall Material _____		
Other Wall Materials _____		
Fascia _____		
Gutters and Downspouts _____		
Windows _____		
Window Trim _____		
Exterior Doors _____		
Garage Doors _____		
Door Trim _____		
Hand or Deck Rails _____		

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

**Kiawah River**  
Final Design Review Application

Date Submitted: \_\_\_\_\_

Lot Number(s): \_\_\_\_\_

- Submittal Complete, Accepted for Review Date: \_\_\_\_\_
- Submittal Incomplete, Returned for Correction Date: \_\_\_\_\_
- 2 sets full size, 2 sets half size and an electronic (PDF) version of Plans

Submitted Complete Incomplete

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. DESIGN REVIEW APPLICATION FORM, MATERIAL LIST  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. SITE PLAN (Scale: 1" = 20', minimum)<br>Show existing topography, grading and drainage (1 foot contour interval), existing off-site elements (buildings, walls, etc.) within 20 feet of the property boundary in order to depict relationship to adjacent Lots and common areas. Include building footprint with finished floor grades, setbacks, Building Envelope and other zones as indicated on the Lot Diagram, existing trees to be retained and/or removed, driveway, parking area, turnarounds, drainage, fences/walls, roofs, patios, decks, pools, and any other site amenities. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. GRADING, DRAINAGE AND EROSION CONTROL PLANS, (Scale: 1" = 20', minimum)<br>Show existing and proposed grading at 1 foot contour intervals, drainage elements and erosion control methods including silt fencing and driveway base rock. Include 20 feet beyond Homeowner's property line.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. FINAL FLOOR AND ROOF PLANS (Scale: 1/8" = 1' - 0" min.)<br>Indicate all room dimensions, door and window locations and sizes, location of mechanical, electrical, fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces and kitchen appliances. Provide floor plans of all Accessory Structures.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. FINAL ELEVATIONS (Scale: 1/8" = 1' - 0" minimum)<br>Illustrate the exterior appearance of all views and label in accordance with the site plan. Show the highest ridge of the roof, existing and finish grades, and the elevation of each floor. Describe all exterior materials, colors and finished (walls, roofs, trim, vents, windows, doors, etc.). Show exterior lighting fixtures. One set should be rendered in color.   |



Kiawah River

Final Design Review p.5 of 5

Applicant Name \_\_\_\_\_

Date \_\_\_\_\_

**Kiawah River  
Final Design Review Application**

Submitted Complete Incomplete

6. SITE SECTIONS (Scale: 1" = 20' minimum)  
Indicate building walls, floors, interior relationships, finished exterior grades and any other information to describe the interior/exterior relationships of the building as well as the building's relationship to the site.

7. LANDSCAPE PLAN (Scale: 1/8" = 1' - 0", minimum)  
Show irrigated areas, areas of planting, turf areas, preliminary plant list, Building Envelope and other zones as indicated on the Lot Diagram, existing trees to be retained and/or removed, water features, pools, patios, decks, and any other significant design elements. This may be combined with the Site Plan.

8. MATERIAL SAMPLES 11 x 17 board showing: Roof material and color;  
Wall material and color; Exterior trim material and color; Window materials and color;  
Exterior door material and color Stone/rock materials; Fence/wall materials and color;  
Exterior siding and paving materials and color.

**The Beach Company**

*COMMUNITY DEVELOPERS*

**VITA Planning and Landscape Architecture**

*GUIDELINE AUTHORS AND COMMUNITY DESIGNERS*

**CONTRIBUTORS**

**Beau Clowney Architects  
Architects**

**Starr Sanford Design  
Architects**

**Thomas and Hutton  
Civil Engineer**

EXHIBIT 12.4



ARCHITECT SERIES  
PLAN BOOK

*Volume 1*

KIAWAH RIVER

CHARLESTON SEA ISLANDS

# Kiawah River



*“You’ve come to **Jack Island** to find peace amidst the Lowcountry’s ease and simplicity.  
That’s why your **road home** should be an exhilarating & inspiring adventure.”*



## GUIDING PRINCIPLES

### KIAWAH RIVER CHARACTER

The vision for Kiawah River is of a classic and timeless sea island village. A carefully curated palette of whites, soft grays and silver become the distinguishing elements that echo surrounding woodlands. Deep porches and shaded garden levels beckon for an afternoon nap or an evening meal with friends. A richness in materials exudes both quality and variety; and exacting details draw on the long history of Charleston's craftsmen. This is a place whose character is unmistakably coastal, and remarkably unrivaled.

### REGIONALLY INSPIRED

Sheltered among windswept oaks, the village promotes an attitude of preservation by embracing the traditions of the region, interweaving natural and built environments, each reinforcing an appreciation of the other. Streets meander through trees and homes are environmentally-sensitive, incorporating natural climate control: porches, balconies, large windows, and louvered shutters. Just as the tides have pulled people to the region for centuries, Kiawah River has its own draw for those seeking the next authentic sea island community.

### RESPONSIVE TO LIFESTYLE

Each home is designed specifically for the Kiawah River lifestyle, aiming to slow the heart rate and connect friends and accommodate outdoor living. All the desires of a modern life: open floor plans, master on main, and ample entertaining space abound in the Architect Series of homes. Low maintenance building materials and scaled-down yards reserve more time to enjoy the best of life. You will love your life at Kiawah River.



Our vision for this architectural book of home plans is to help guide the typology and architectural style of Kiawah River with inspired, appealing designs our residents would respond to and embrace. We are so honored to work with this esteemed group of designers, truly the finest in the Southeast and benefit from their energy, passion and love that we all share for Kiawah River.

The homes within have all been crafted specifically for Kiawah River and the environment and conditions along our river and maritime forests. Homes drawn reflecting historical precedents of the Charleston Sea Islands and Lowcountry, meanwhile looking forward to thoughtfully address the expectations of Kiawah River families here to make generational memories and celebrate our remarkable natural environment and relaxed way of life.

- Carter Redd, Managing Director



## WAYPOINTS TO OWNERSHIP

### 1. CHART YOUR PATH

A consultation with your Kiawah River Sales Representative will set you on the right path. In some cases, a custom home design process may be desired; but for others, selecting a home from the Architect Series may be the appropriate route. The Architect Series offers a more turn-key solution with abbreviated plan ARB submittal requirements. Once your needs and goals are established, your Representative will assist you in finding a plan and then determining its fit on your preferred lot.

### 2. EXPLORE THE OPPORTUNITIES

The process of narrowing your selection may involve exploring different plans or different lots or both. Upon finding a plan that fits your needs and matching it to a lot within Jack Island, you will be introduced to a member of the Kiawah River Builder Guild and Architect Guild to discuss the finer details of your home. This may include making finish and fixture selections or could involve personalizing your plan to a greater degree. For a glimpse into this process, see Page 7 Personalize Your Home.

### 3. SET YOUR COURSE

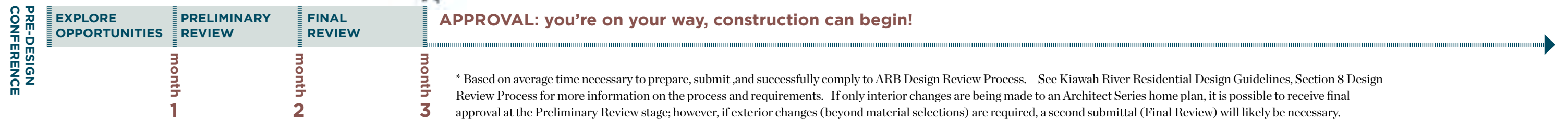
Once you have navigated the decisions of Steps 1 and 2, it is time to initiate a Lot Owner's Agreement and Plan Re-Use Agreement. This marks the beginning of the abbreviated submittals requirements afforded to you by working through the Architect Series. During this process, you will make two submittals (on average) to the Architectural Review Board that includes a landscape plan and exterior finishes. To understand more about this, see Page 5 Timeline Overview.

## TIMELINE OVERVIEW: twelve weeks vs. twelve months\*

### CUSTOM home plan\*



### ARCHITECT SERIES home plan\*



\* Based on average time necessary to prepare, submit, and successfully comply to ARB Design Review Process. See Kiawah River Residential Design Guidelines, Section 8 Design Review Process for more information on the process and requirements. If only interior changes are being made to an Architect Series home plan, it is possible to receive final approval at the Preliminary Review stage; however, if exterior changes (beyond material selections) are required, a second submittal (Final Review) will likely be necessary.

## 4. ENJOY SMOOTH SAILING

The plans in the Jack Island Architect Series, Vol. 1 were created specifically for Kiawah River and, because they have been preapproved for architectural compatibility by the Architectural Review Board, they come with the benefit of an abbreviated review submittal process.

Offering the quickest path to move-in day, the selection of a plan from the Architect Series and a corresponding lot means you can expect to begin construction within approximately **TWELVE WEEKS** (subject to the level of changes).

Custom home plans are permitted, but are subject to the full Architectural Review Board review process. It may take **TWELVE MONTHS** or more to develop custom home plans and secure approvals.



BCA-C1



SSD-C1



TD-C1



HC-C2



SSD-B1



TD-B1



BCA-B2



HC-B2



BCA-A1



SSD-A1



BCA-A2

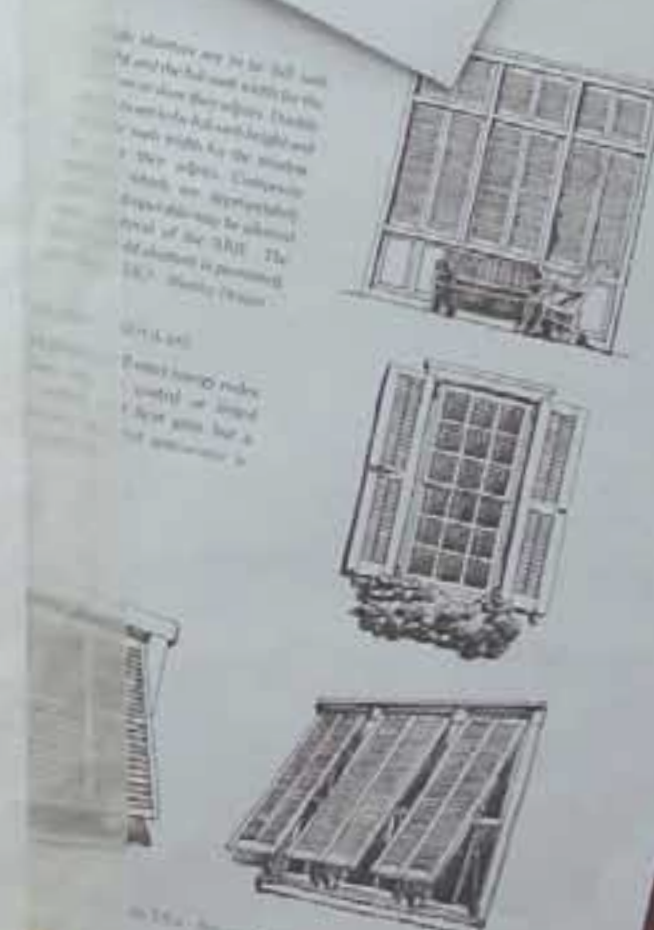
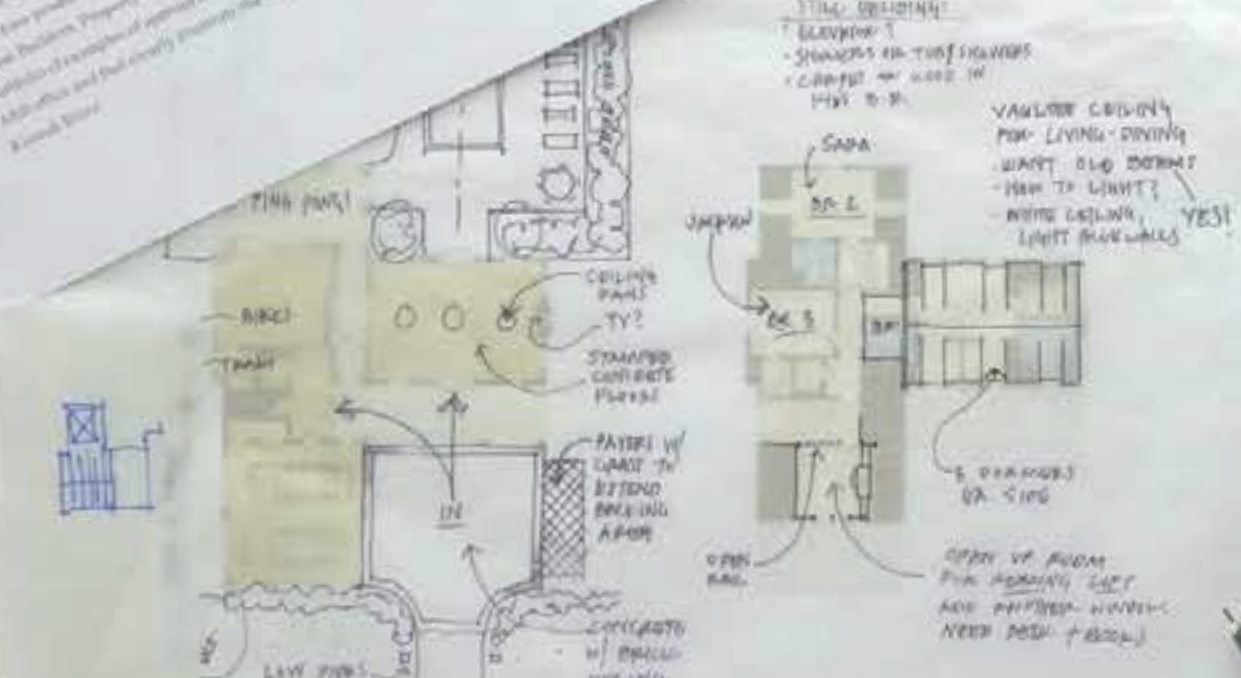
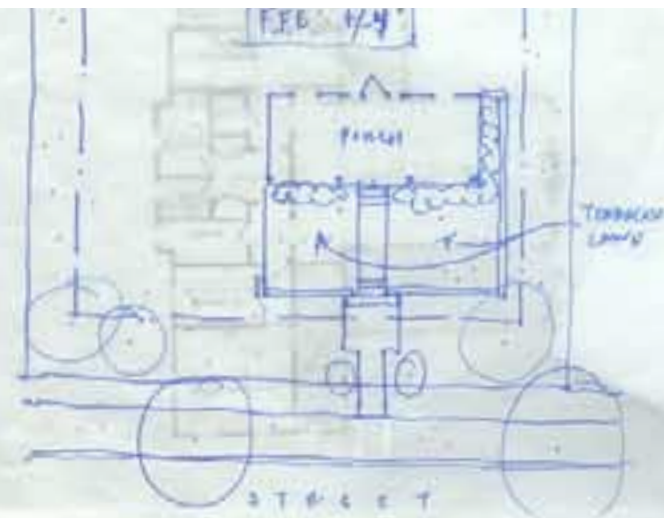


SSD-A2



# ARCHITECTURE GUIDELINES

The following Architectural standards have been developed to ensure the community's architectural and aesthetic objectives for Ketchikan. The intent of these Guidelines is to encourage a diversity of design solutions while at the same time producing high quality buildings that are sensitive to the Community's historic character. Property Owners and Contractors are encouraged to review the provisions of these guidelines and to consult with the Planning Commission and the City of Ketchikan for any questions or concerns.



- PERSONALIZE YOUR HOME**
- Common considerations include:
- o Reconfigure laundry and pantry layouts
  - o Reconfigure kitchen layout
  - o Floor and wall finishes
  - o Tub in master bathroom
  - o Roof material and dormer configuration
  - o Siding and foundation material selection
  - o Accent color for doors and shutters
  - o Porch configuration and detailing
  - o Door and window selections



# ARCHITECT GUILD



**BEAU CLOWNEY ARCHITECTS**

**HISTORICAL CONCEPTS**

**STARR SANFORD DESIGN**

**THOMAS & DENZINGER**

The brightest and best coastal homes come from a collaboration of the brightest and best coastal architects. The firms that make up the Kiawah River Architect Guild are leaders in the field of southern coastal design and each has a passion for this place. The Architect Series is more than just a plan book, it is a collection of thoughts, images and visions from our member architects, specifically chosen to open your mind, inspire your creativity and help you envision your life at Kiawah River. We invite you to get to know the members of the Kiawah River Architect Guild. On the pages that follow, each firm shares their distinctive vision for Kiawah River and some of the imagery, historic and contemporary, that guided their designs.

# BEAU CLOWNEY ARCHITECTS



Beau Clowney



Kate Campbell

## FIRM BIO

For over 20 years, Beau Clowney Architects has been working collaboratively with clients to create beautiful structures that seek to enhance life through good design. They have successfully designed a unique collection of homes throughout the U.S. and abroad that weave together the nature of the home's location with the unique character of the individual client. Architect Beau Clowney, a 6th generation South Carolina native, along with his partner Kate Campbell and talented leadership team, are passionate about the design and execution of each project. This widely published firm is located along the Battery in historic Charleston, South Carolina, which serves daily as a rich laboratory for continued research and design inspiration.

## DESIGN PHILOSOPHY

Our work seeks to exemplify the principals of design that most of our clients seek; creating timeless forms with an appropriate scale and proportion, truth in materials and crafting spaces where one can experience the integration of the landscape and architecture, all of which are critical for success in good design. We are a versatile design firm that brings a unique level of creativity to each project, focusing on the client, incorporating their desires into an overall creative vision for the project.

## OUTLOOK FOR KIAWAH RIVER

The collaboration between many varying stakeholders through the development of this project has been incredibly insightful and focused. From the beginning, we were aware that Kiawah River is a special place. Every activity and discussion as we moved forward with creating a vision was focused on generating designs that enhance the timeless quality of place that Kiawah River exudes. We feel that the principles of this community are grounded in core beliefs of stewardship, family and history. This will help Kiawah River maintain its vibrancy as a community into the future. We are very excited to be involved in the vision and strategy of Kiawah River.



*“the principles of this community are grounded in core beliefs of stewardship, family and history”*

## HISTORICAL CONCEPTS



Andrew Cogar



Ryan Yurcaba

### FIRM BIO

Contributing to the architectural landscape of the South since 1982, Historical Concepts is a traditional architecture and planning firm guided by historic precedent and the principles of classical design. Expressing these inspirations within the context of the regional architectural vernacular, the firm excels at conveying authenticity, tradition and an authentic sense of place through its designs. With a shared passion for historic architecture and a culture of creativity, the 40-person firm is perpetuating the time-honored principles of traditional design for a new generation.

### DESIGN PHILOSOPHY

Our roots are Southern, and our designs have long captured the spirit of Southern living, imbued with genteel grace, hospitality, casual elegance, and a deep sense of place - attributes which resonate profoundly with our national clientele and align seamlessly with the essence of Kiawah River. Our design philosophy embraces classical scale and proportion, vernacular ideology and historical precedent. By weaving the fundamental elements of scale, proportion and detail within the framework of each client's personal vision, Historical Concepts creates exceptional homes that capture the spirit of the past while fully embracing the present.

### OUTLOOK FOR KIAWAH RIVER

We strive to create residences that are comfortable, welcoming and enduring, with architecture that effortlessly fuses home and habitat. In each design challenge we also seek to discover the essence of its unique heritage and place. At Kiawah River, this means that the architectural history of the Lowcountry inspires our vision; the native beauty of the surroundings guides our designs. Here, we will connect past with present; tradition with innovation; and architecture with landscape, to create magical environments that affect the senses and nurture an authentic way of life.



*“the architectural history of the Lowcountry inspires our vision; the native beauty of the surroundings guides our designs”*

# STARR SANFORD DESIGN



Julia Starr Sanford

## FIRM BIO

Starr Sanford Design is an architecture and interiors firm excelling in coastal vernaculars and versed in a range of aesthetic traditions. Our practice encompasses custom home design, historic renovation and restoration, boutique commercial design, and full interior design, including our furniture and home accessories line, Sublime Original. Prominent in the emergence of the most celebrated, iconic urban planned communities worldwide, we draw universal principles from unique design experiences.

## DESIGN PHILOSOPHY

Appreciative of numerous geographies, we study the salient history and context of each site. Cosmopolitan designs unite urbanity with serenity. Agrarian estates are inspired by pastoral customs. Engaging all of the senses, we create spaces for a life well-lived. Homes throughout the South and along the Atlantic coast are distinctive in their attention to historical proportion and detail; the designs are distinguished by their old world techniques of wood joinery, heavy timber framing, and the grace of authentic detail. We emphasize fine craftsmanship as it promotes sustainability, and we take pride in the distinct artistry of each project.

## OUTLOOK FOR KIAWAH RIVER

Our branches extend internationally, but our roots lie in the South. We are honored to be among very short list of select designers known both regionally and nationally. The site is beautiful, the development team has a commitment to excellence, and the thought and attention that is going into the planning and design is unequalled. We have been given an opportunity to create a timeless village that is both traditional, and boldly new; authentic and carefully curated to be in harmony with, and not overshadow, the beautiful natural surroundings. The goal of maintaining lasting value is emphasized in every detail.





*“we have been given an opportunity to create a timeless village that is both traditional, and boldly new”*

# THOMAS & DENZINGER

## FIRM BIO

Thomas & Denzinger introduced a fresh interpretation of regional architecture to the South Carolina Low Country almost forty years ago. We borrow heavily from the rich historical context of the area as the basis for our contemporary designs. The firm's commitment to blending our work into the environment is recognized as sensitive, yet boldly unique in the use of material, form and interaction between the buildings and surrounding nature.

## DESIGN PHILOSOPHY

We consider the making of architecture to be a creative response to the land. The land comes first, and when our work is done, one should be able to feel how the features of the site inspired the form of the buildings and gardens. Our work weds three equally weighted components: site, the spiritual considerations and physical needs of the client into a balance where boundaries between nature and structure are fluid.



David Fisher

## OUTLOOK FOR KIAWAH RIVER

Thomas & Denzinger approaches Kiawah River with the intent to emphasize the natural beauty of the area. The trees, marshes, distant sea, breezes and sky will play integral parts informing our designs. The structure itself we understand is only a part of the adjacent land. Our homes are conceived to connect the senses and connect the homeowner to the world of Kiawah River.



*“connect the senses and connect the homeowner to the world of Kiawah River”*



# ARCHITECT SERIES Vol. I



C LOT

B LOT

A LOT

COTTAGE LOT

Home options at Kiawah River are categorized by Lot Type. The Jack Island Architect Series provides designs for four lot types as listed to the left. If you have selected a lot as a starting point, you may skip to the appropriate home series, otherwise we invite you to explore all that the series has to offer.




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HOME NO. BCA-C1

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2 STORIES  
 4 or 5 BEDROOMS  
 4-1/2 or 5-1/2 BATHROOMS

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ARCHITECT: BEAU CLOWNEY ARCHITECTS

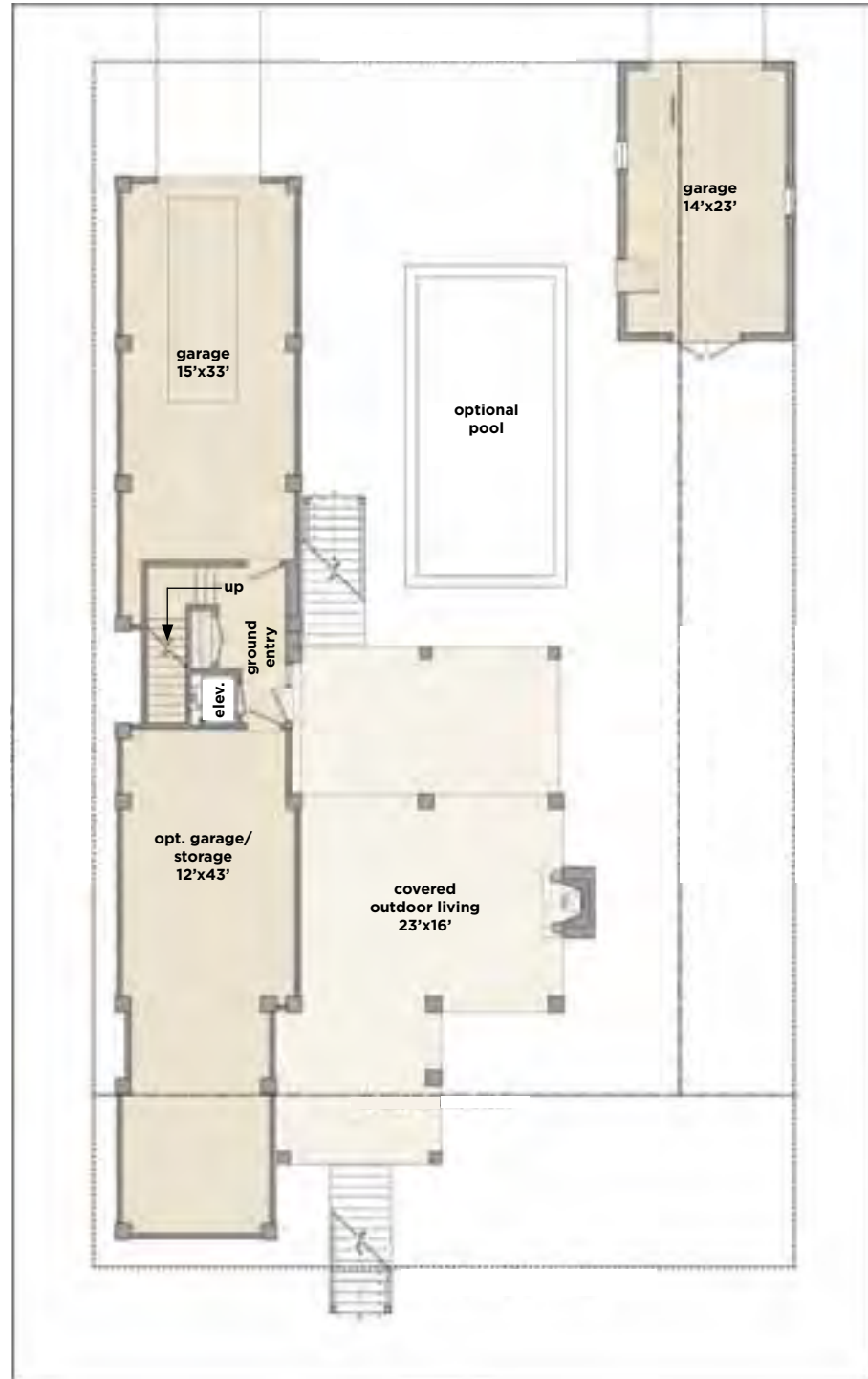
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SQUARE FOOTAGE

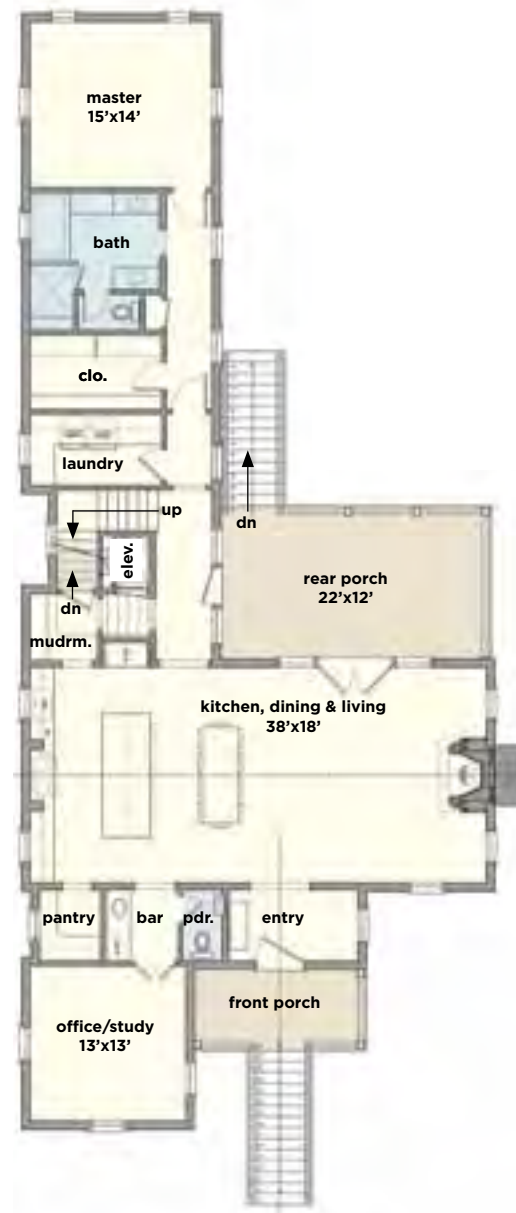
Main Floor	1,958 sf
Upper Floor	1,188 sf
<b>Total Conditioned</b>	<b>3,146 sf</b>
Garden Level	2,501 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	385 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,886 sf</b>
<b>Total Square Footage</b>	<b>6,032 sf</b>

DIMENSIONS

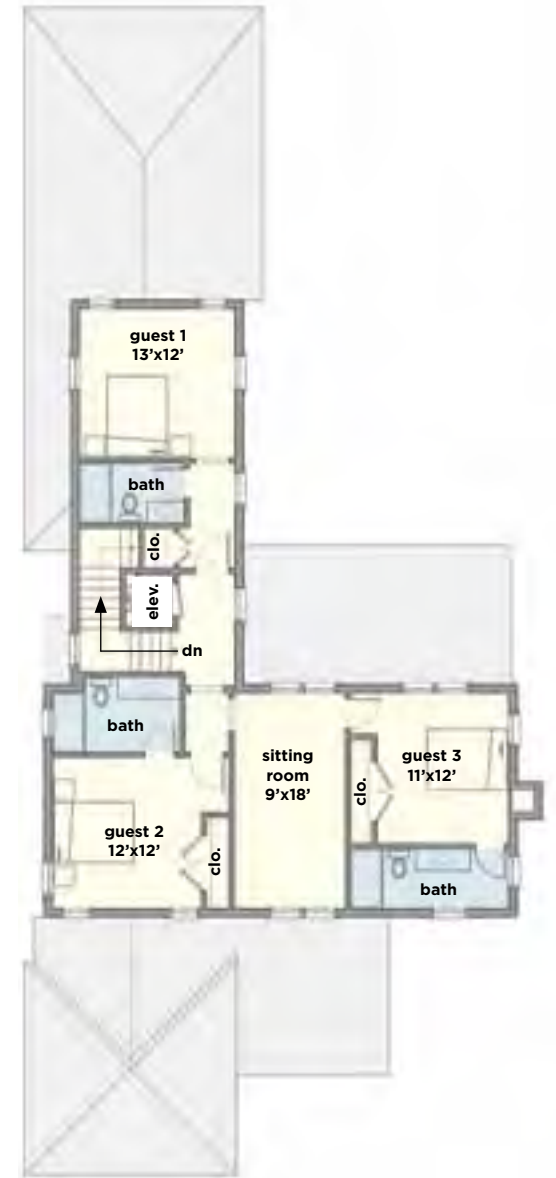
Suitable for C Lots  
 Width: 39'-6"  
 Length: 99'-0"



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. BCA-C1



- Open kitchen, dining and living plan
- Entry foyer
- Master on main with large master bath
- Study
- Second floor sitting room
- Three en suite guest bedrooms
- Covered garden level living with fireplace
- Pool option
- Optional detached garage
- Elevator option
- Parking from rear of property








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**HOME NO. SSD-C1**

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2 STORIES (PARTIAL)

3 BEDROOMS

3-1/2 BATHROOMS

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ARCHITECT: STARR SANFORD DESIGN

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**SQUARE FOOTAGE**

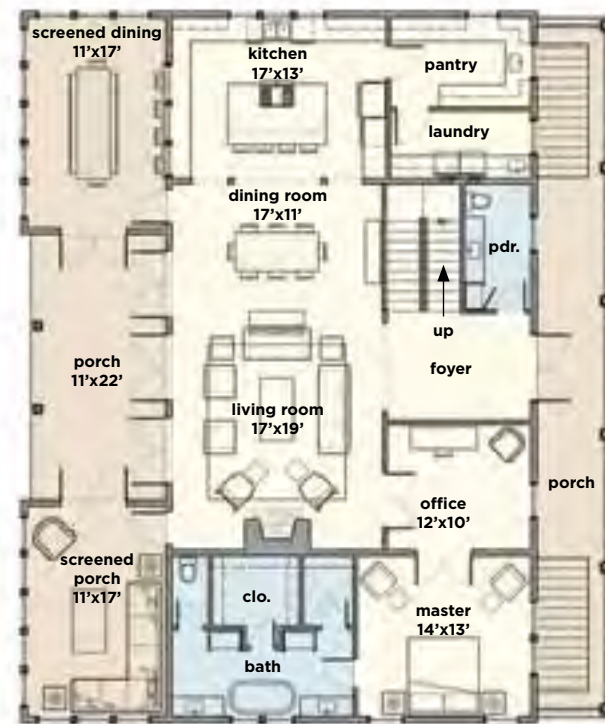
Main Floor	2,133 sf
Upper Floor	907 sf
<b>Total Conditioned</b>	<b>3,040 sf</b>
Garden Level	3,386 sf
<i>incl. covered living, garage &amp; storage</i>	
Main & Upper Level Porches	1,253 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>4,639 sf</b>
<b>Total Square Footage</b>	<b>7,679 sf</b>

**DIMENSIONS**

Suitable for C Lots  
 Width: 54'-6"  
 Length: 64'-0"



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. SSD-C1



- Main level master suite with attached office
- Generous screened porch off living room
- All fresco dining screened porch
- Covered outdoor living at ground level with pool bar, space for hammocks and game room
- Pool and gardens
- Two guest bedrooms with en suite bathrooms
- Detached garage
- Upper level sitting room
- Many windows for daylighting and ventilation
- Garden level living
- Landscaped courtyard






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**HOME NO. TD-C1**

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2 STORIES

4 BEDROOMS

4-1/2 BATHROOMS

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ARCHITECT: THOMAS & DENZINGER

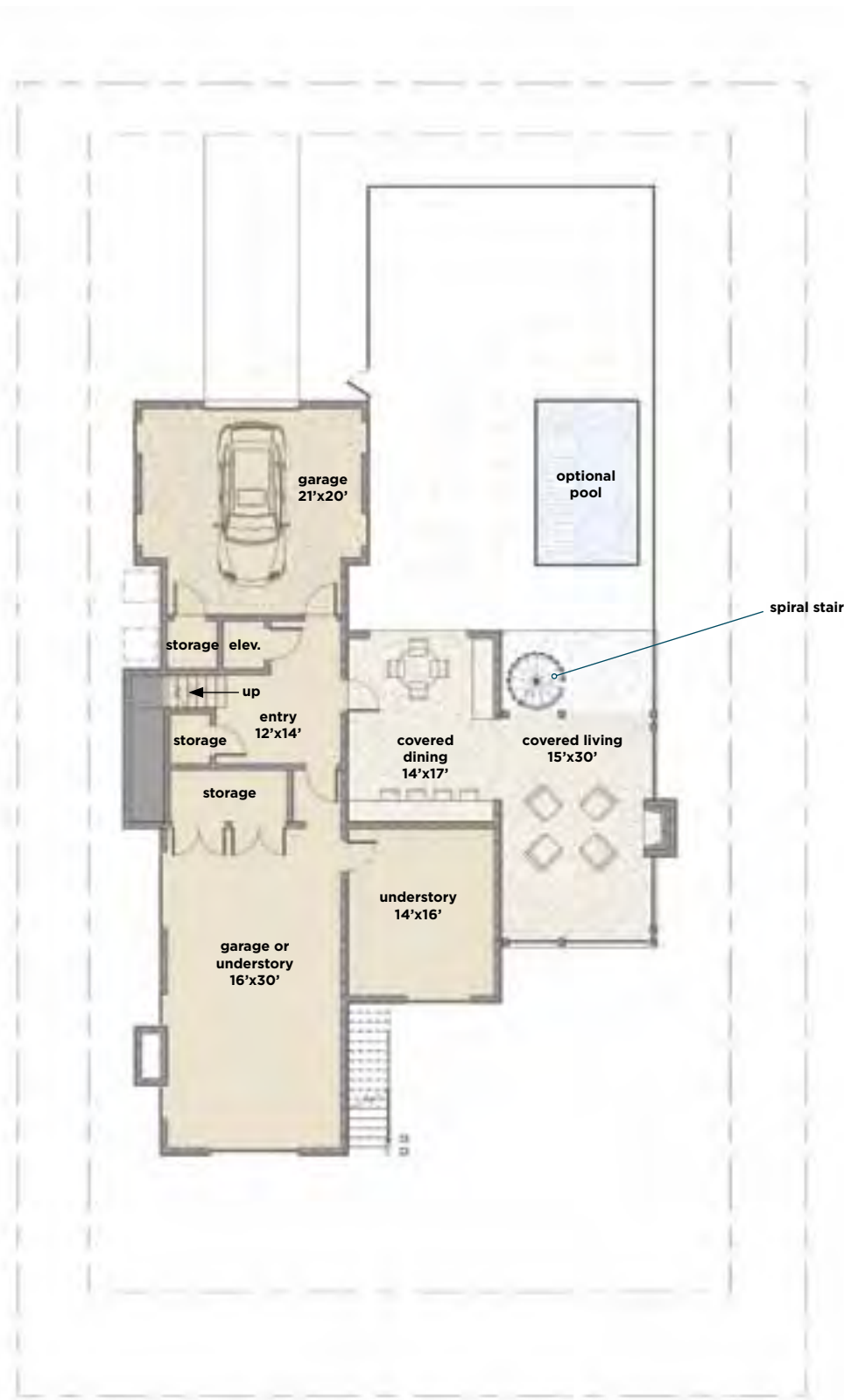
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**SQUARE FOOTAGE**

Main Floor	1,912sf
Upper Floor	1,056sf
<b>Total Conditioned</b>	<b>2,968 sf</b>
Garden Level	2,052 sf
<i>incl. covered living, garage &amp; storage</i>	
Main & Upper Level Porches	650 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,702 sf</b>
<b>Total Square Footage</b>	<b>5,670 sf</b>

**DIMENSIONS**

Suitable for C Lots  
 Width: 53'  
 Length: 92'



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. TD-C1

- Vaulted living room
- Large screened porch off kitchen
- Optional garden level fireplace
- Central open stair feature
- Open kitchen/dining/living
- Tall ceilings
- Optional garden level fireplace








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**HOME NO. HC-C2**

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1-1/2 STORIES

5 BEDROOMS

4-1/2 BATHROOMS

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ARCHITECT: HISTORICAL CONCEPTS

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**SQUARE FOOTAGE**

Main Floor	1,984 sf
Upper Floor	1,487 sf
<b>Total Conditioned</b>	<b>3,471 sf</b>
Garden Level	2,592 sf
<i>incl. covered living, garage &amp; storage</i>	
Main & Upper Level Porches	608 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>3,200 sf</b>
<b>Total Square Footage</b>	<b>6,671 sf</b>

**DIMENSIONS**

Suitable for C Lots  
 Width: 55'  
 Length: 70'

*Plan also available in:  
 alley-loaded configuration  
 crawl-space configuration*



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. HC-C2

- Lowcountry vernacular charm
- Outdoor living at all levels
- Plentiful windows for natural light
- Open, generous living spaces
- Master on main level
- Spacious pantry, laundry & closets
- Optional vaulted dining & living








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HOME NO. SSD-B1

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2 STORIES  
 4 BEDROOMS  
 4-1/2 BATHROOMS

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ARCHITECT: STARR SANFORD DESIGN

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SQUARE FOOTAGE

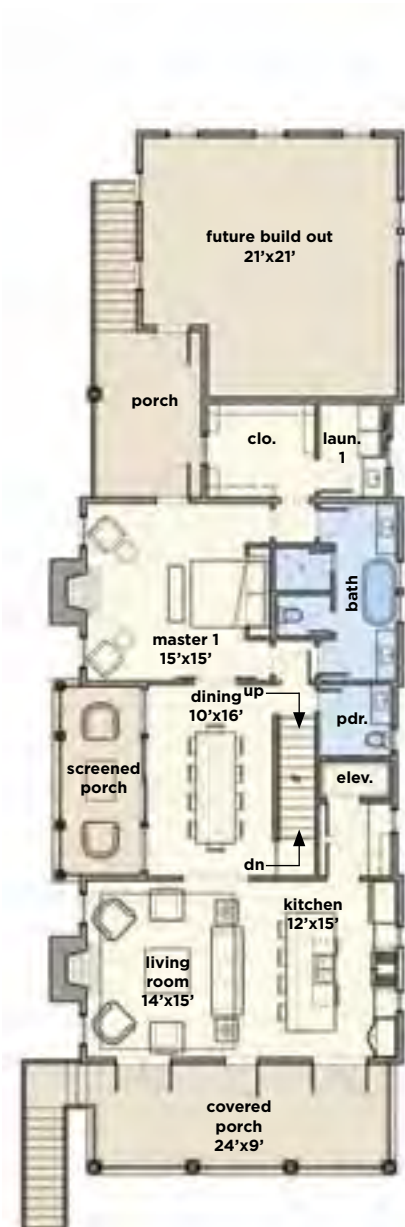
Main Floor	1,530 sf
Upper Floor	1,648 sf
<b>Total Conditioned</b>	<b>3,178 sf</b>
Garden Level	2,253 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	705 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,958 sf</b>
<b>Total Square Footage</b>	<b>6,136 sf</b>

DIMENSIONS

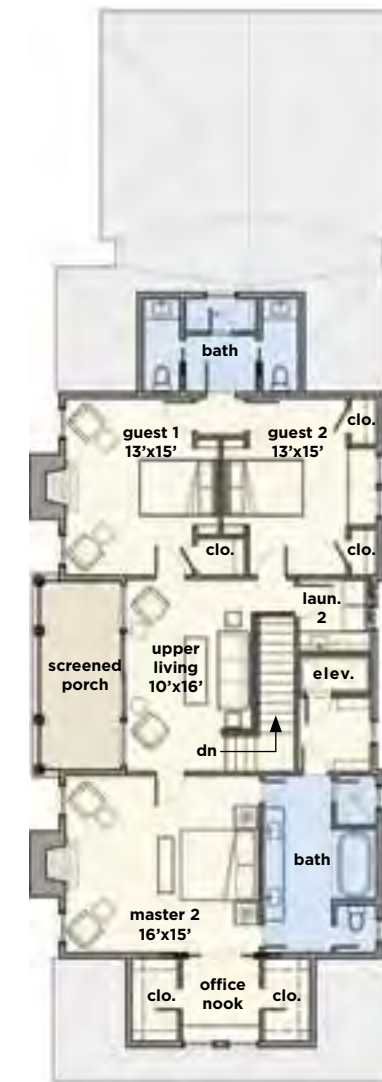
Suitable for B Lots  
 Width: 27'-6"  
 Length: 89'-6"



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

### HOME NO. SSD-B1

- Screened porches and covered porch
- Open kitchen and living room
- Upper level living space with screened porch
- Build out over garage
- Garage and parking off the back of lot
- Two master suites with fireplaces on separate floors
- Office nook in upper level master suite
- Many windows for daylighting and ventilation
- Covered outdoor living with fireplace and bar
- Screened porches and covered porch
- Garden level living
- Landscaped courtyard








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**HOME NO. TD-B1**

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2 STORIES

3 BEDROOMS

3-1/2 BATHROOMS

---

ARCHITECT: THOMAS & DENZINGER

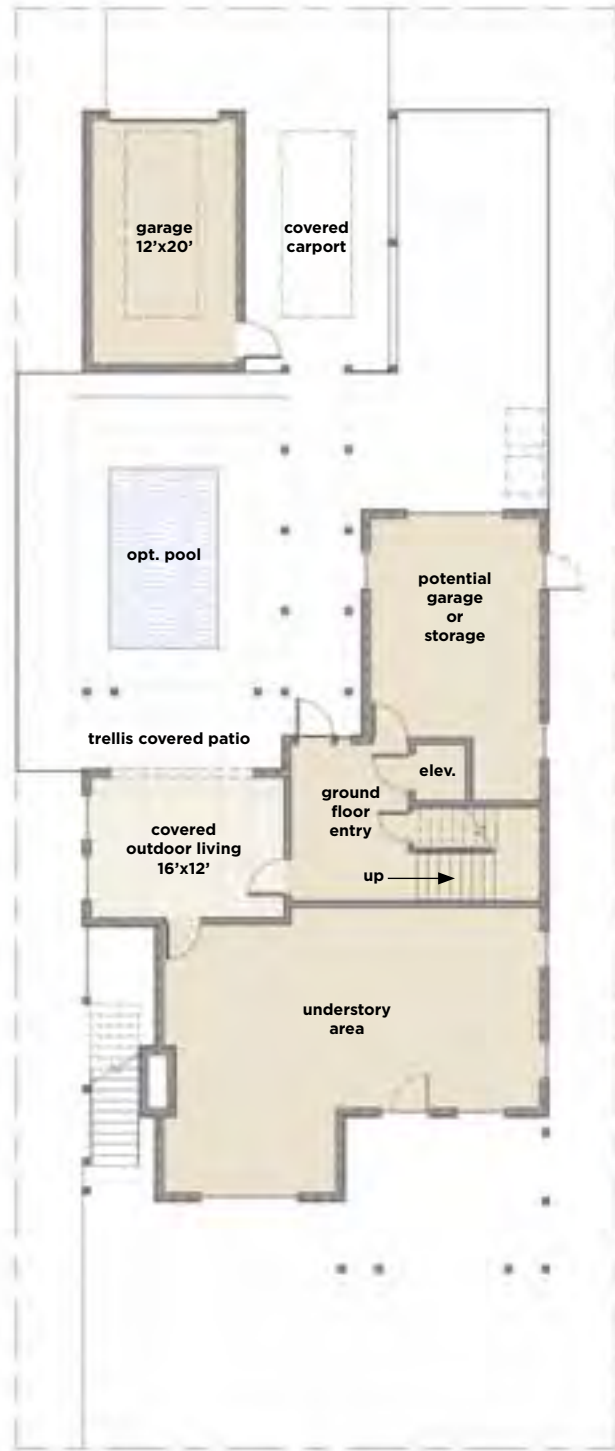
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**SQUARE FOOTAGE**

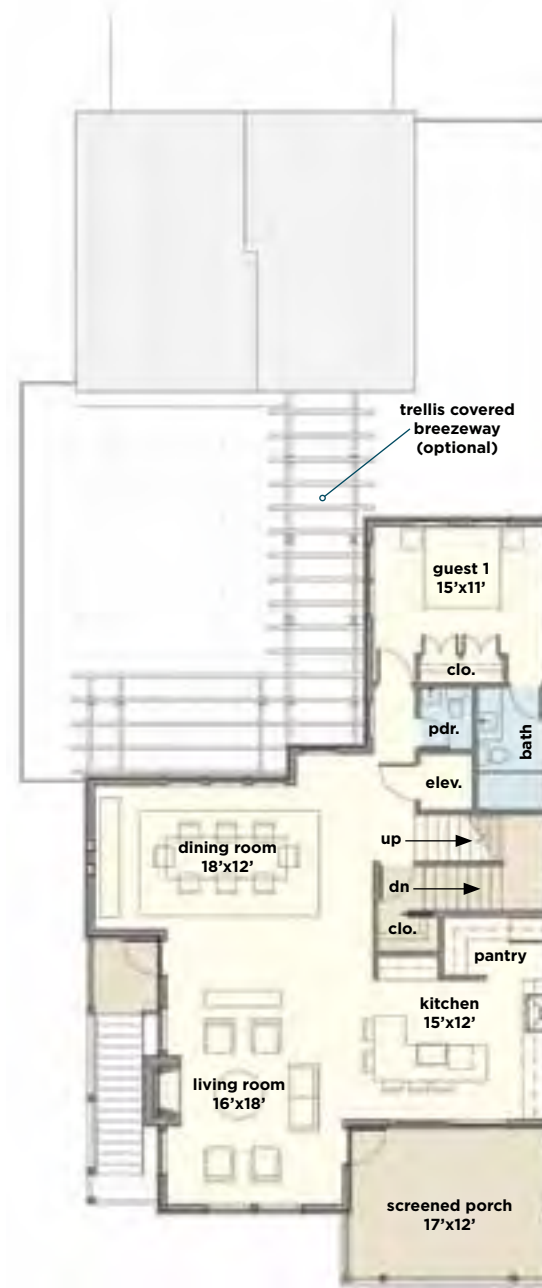
Main Floor	1,510sf
Upper Floor	1,010sf
<b>Total Conditioned</b>	<b>2,520 sf</b>
Garden Level	1,494 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	382 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>1,876 sf</b>
<b>Total Square Footage</b>	<b>4,396 sf</b>

**DIMENSIONS**

Suitable for B Lots  
 Width: 40'  
 Length: 64'



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. TD-B1

- Open living/dining/kitchen for free flow
- Large windows for natural light and ventilation
- Destination bedrooms for peaceful contemplation
- Generous screened porch off living area
- Tall ceilings
- Optional detached garage






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**HOME NO. BCA-B2**

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2 STORIES

4 BEDROOMS

4-1/2 BATHROOMS

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ARCHITECT: BEAU CLOWNEY ARCHITECTS

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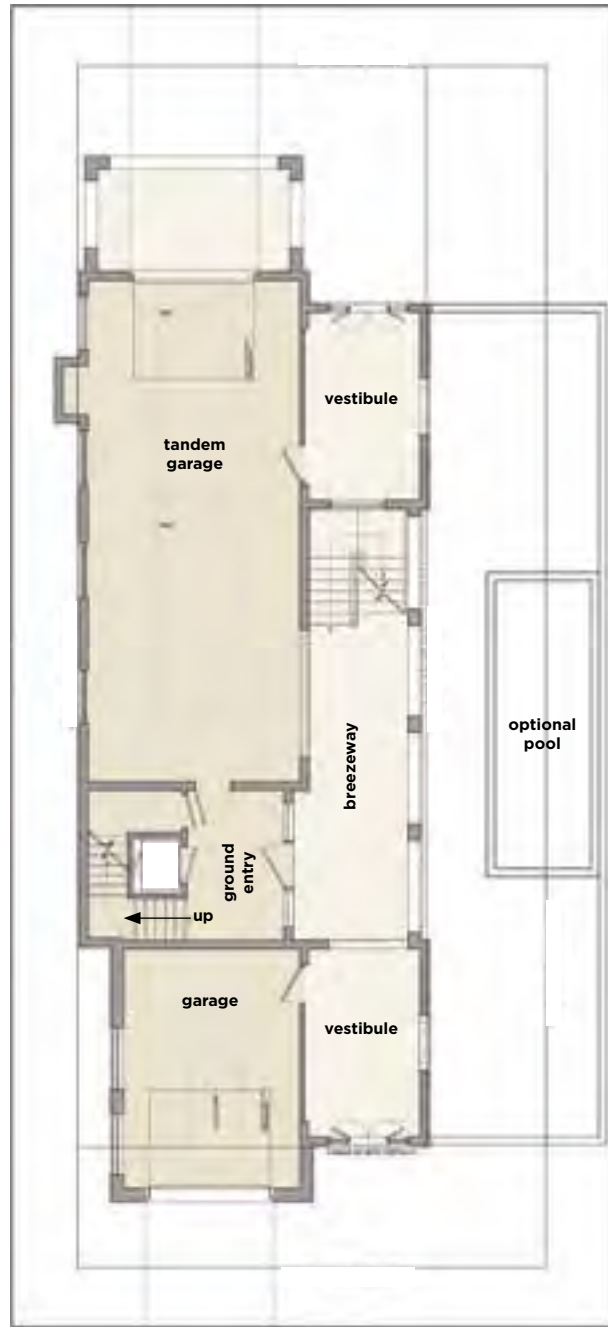
**SQUARE FOOTAGE**

Main Floor	1,723 sf
Upper Floor	1,363 sf
<b>Total Conditioned</b>	<b>3,086 sf</b>
Garden Level	2,293 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	525 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,818 sf</b>
<b>Total Square Footage</b>	<b>5,904 sf</b>

**DIMENSIONS**

Suitable for B Lots  
 Width: 29'-6"  
 Length: 87'-0"

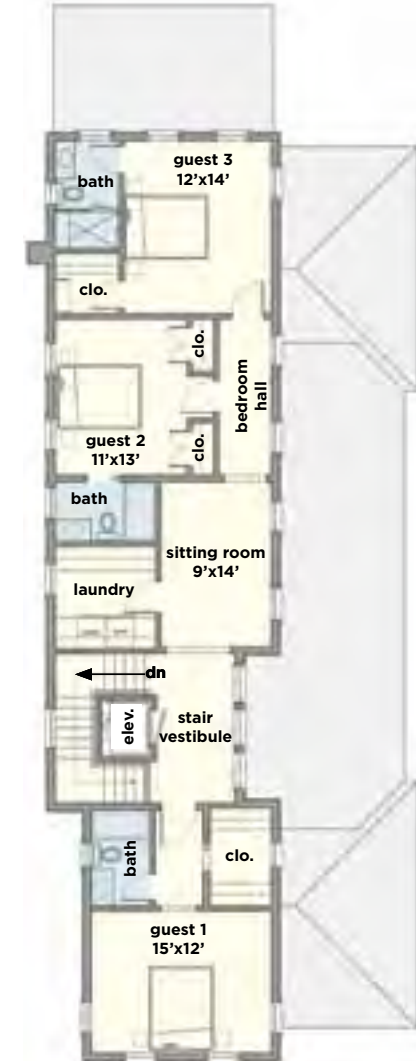
*Plan can be flipped front-to-back  
 for alley-loaded lot*



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. BCA-B2

- o Covered entry along garden under side porch
- o Dedicated dining room
- o Master on main with large master bath
- o Three en suite guest bedrooms
- o Second floor sitting room
- o Open kitchen and living plan
- o Covered garden level living space
- o Side and rear porch
- o Pool option
- o Side garden
- o Elevator option
- o Parking from front or rear of property








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**HOME NO. HC-B2**

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2 STORIES (PARTIAL)

3 BEDROOMS

3-1/2 BATHROOMS

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ARCHITECT: HISTORICAL CONCEPTS

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**SQUARE FOOTAGE**

Main Floor	1,769 sf
Upper Floor	1,074 sf
<b>Total Conditioned</b>	<b>2,843 sf</b>

Garden Level	2,010 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	607 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,617 sf</b>

<b>Total Square Footage</b>	<b>5,460 sf</b>
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**DIMENSIONS**

Suitable for B Lots  
 Width: 39'  
 Length: 76'

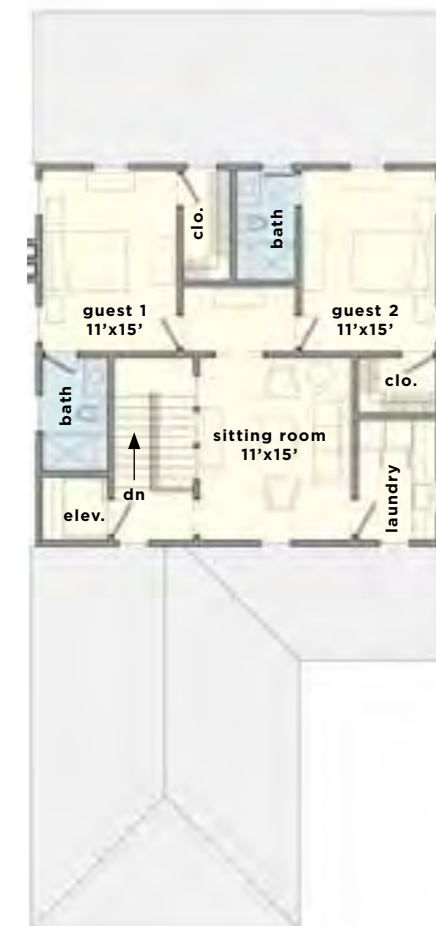




COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. HC-B2



- o Coastal farmhouse appeal
- o En suite bathrooms
- o Fireplace on two levels
- o Master and study on main level
- o Spacious kitchen open to dining
- o Upper level sitting room
- o Dual garages with loads of storage






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HOME NO. BCA-A1

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2 STORIES

3 BEDROOMS

3-1/2 BATHROOMS

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ARCHITECT: BEAU CLOWNEY ARCHITECTS

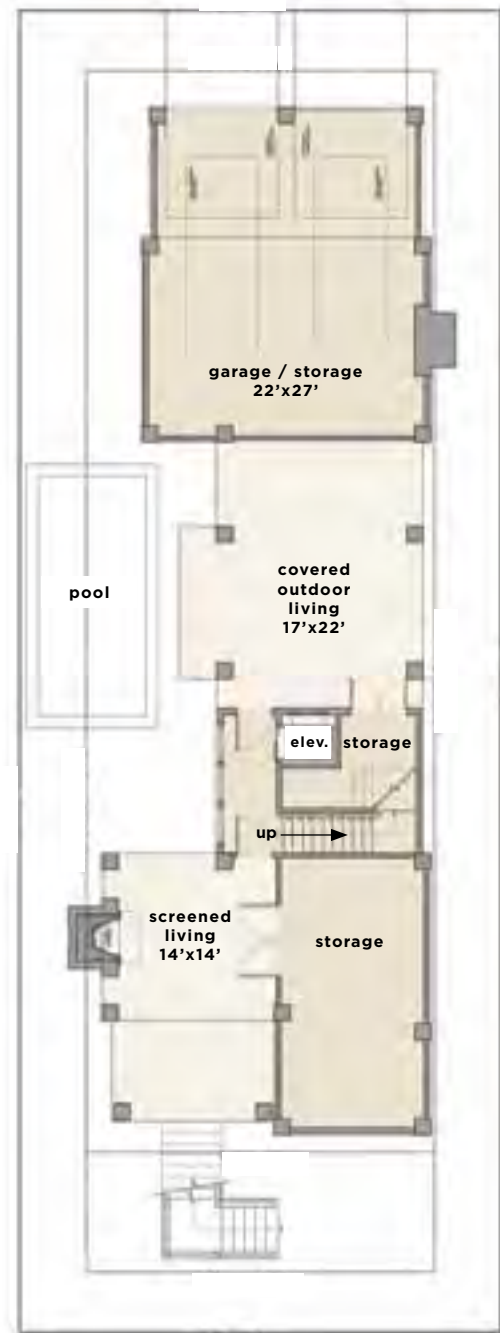
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SQUARE FOOTAGE

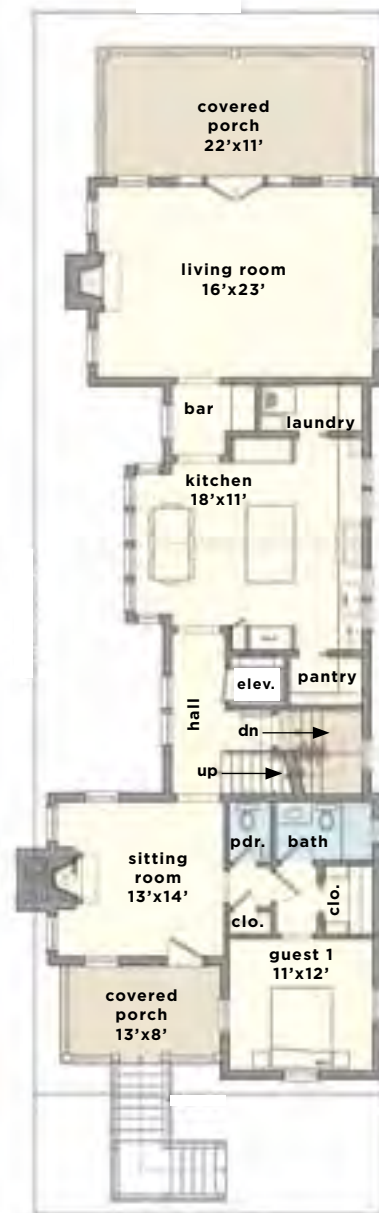
Main Floor	1,529 sf
Upper Floor	994 sf
<b>Total Conditioned</b>	<b>2,523 sf</b>
Garden Level	1,904 sf
<i>incl. covered living, garage &amp; storage</i>	
Main & Upper Level	359 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,263 sf</b>
<b>Total Square Footage</b>	<b>4,786 sf</b>

DIMENSIONS

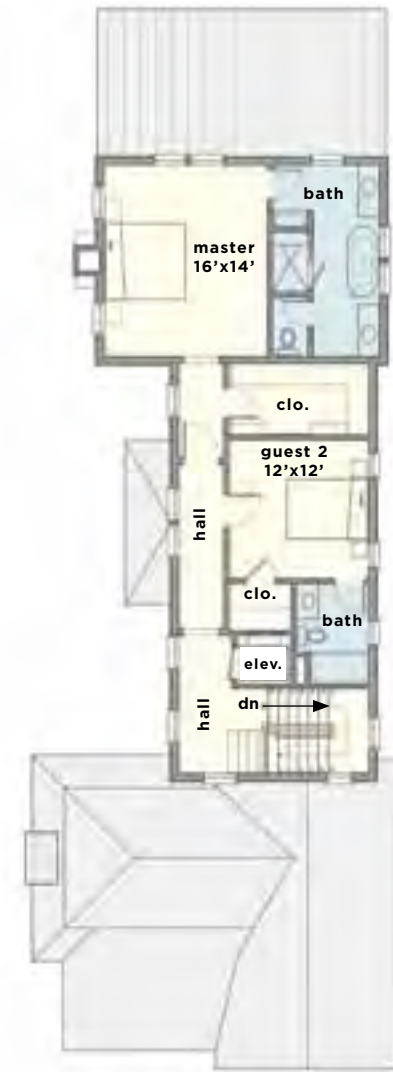
Suitable for A Lots  
 Width: 28'  
 Length: 96'



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. BCA-A1

- Front sitting room entry with fireplace
- Dining bay
- Master on second floor (optional first floor)
- Second floor sitting room
- Covered garden level living with fireplace
- Side porch
- Pool option
- Side garden
- Elevator option
- Rear loaded garage with side-by-side parking










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HOME NO. SSD-A1

---

2 STORIES

3 BEDROOMS

3-1/2 BATHROOMS

---

ARCHITECT: STARR SANFORD DESIGN

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SQUARE FOOTAGE

Main Floor	1,719 sf
Upper Floor	1,191 sf
<b>Total Conditioned</b>	<b>2,910 sf</b>
Garden Level	2,203 sf
<i>incl. covered living, garage &amp; storage</i>	
Main & Upper Level	484 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,687 sf</b>
<b>Total Square Footage</b>	<b>5,597 sf</b>

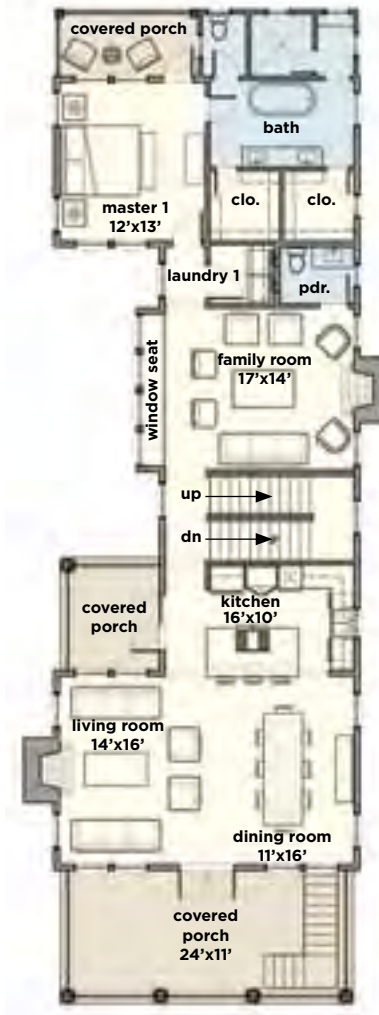
DIMENSIONS

Suitable for A Lots  
 Width: 27'-6"  
 Length: 89'-6"

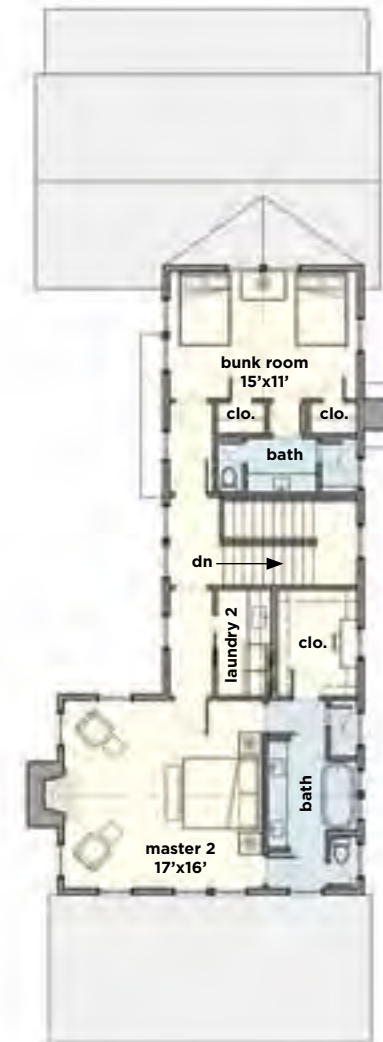




COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. SSD-A1

- o Open floor plan for living, dining and kitchen
- o Family room with fireplace and window seat
- o Two master suites on separate floors
- o Multiple covered porches
- o Garage off the back of lot with storage
- o Many windows for daylighting and ventilation
- o Two laundry spaces (one on each floor)
- o Garden level living
- o Landscaped courtyard
- o Covered outdoor living with fireplace








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## HOME NO. BCA-A2

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2 STORIES (PARTIAL)

3 BEDROOMS

3-1/2 BATHROOMS

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ARCHITECT: BEAU CLOWNEY ARCHITECTS

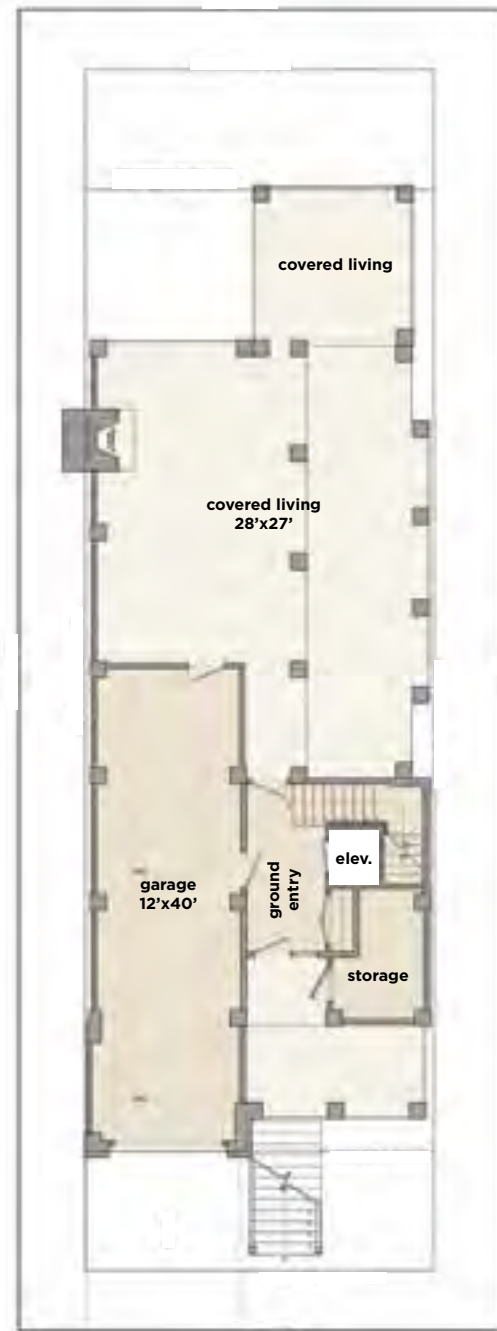
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### SQUARE FOOTAGE

Main Floor	1,554 sf
Upper Floor	721 sf
<b>Total Conditioned</b>	<b>2,275 sf</b>
Garden Level	2,030 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	462 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,492 sf</b>
<b>Total Square Footage</b>	<b>4,767 sf</b>

### DIMENSIONS

Suitable for A Lots  
 Width: 29'  
 Length: 89'



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. BCA-A2

- Center hall entry
- Open kitchen and living plan
- Vaulted ceilings
- Master on main
- Second floor sitting room
- Covered garden level living with fireplace
- Side porch
- Study
- Elevator option
- Front loaded garage








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**HOME NO. SSD-A2**

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1-1/2 STORIES  
 3 BEDROOMS  
 3-1/2 BATHROOMS

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ARCHITECT: STARR SANFORD DESIGN

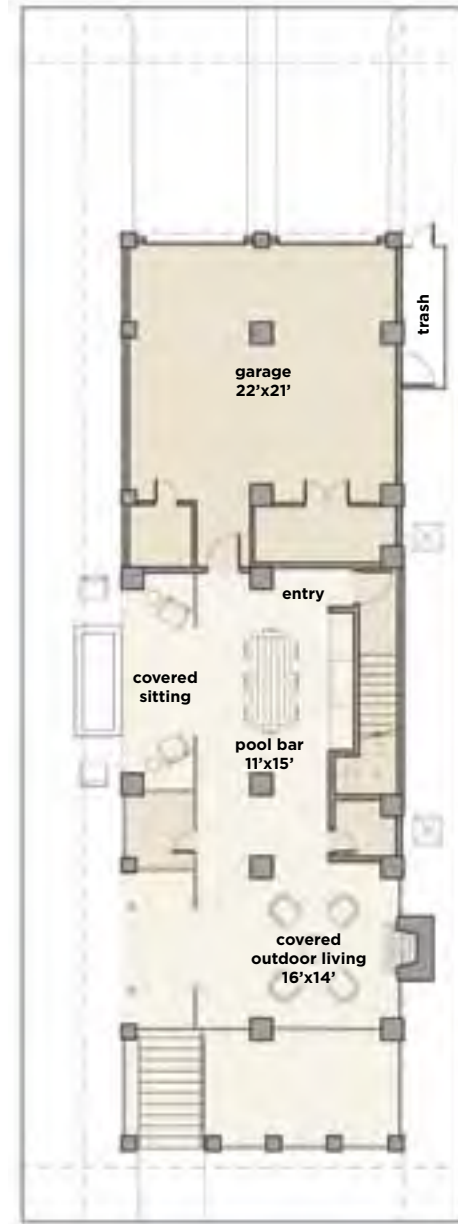
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**SQUARE FOOTAGE**

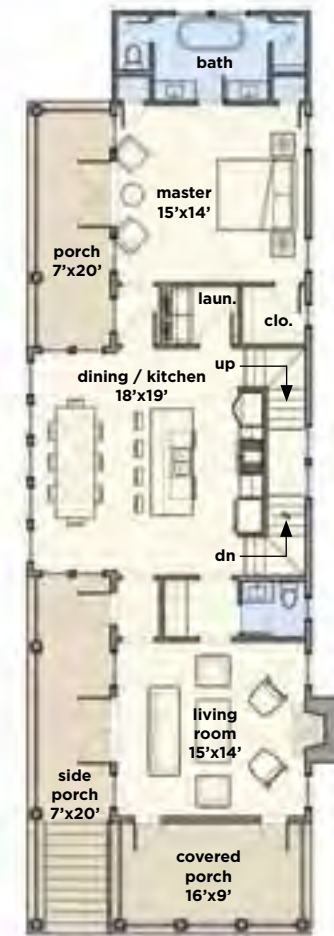
Main Floor	1,468 sf
Upper Floor	1,169 sf
<b>Total Conditioned</b>	<b>2,637 sf</b>
Garden Level	1,681 sf
<i>incl. covered living, garage, &amp; storage</i>	
Main & Upper Level	512 sf
<i>incl. porches &amp; balconies</i>	
<b>Total Unconditioned</b>	<b>2,193 sf</b>
<b>Total Square Footage</b>	<b>4,830 sf</b>

**DIMENSIONS**

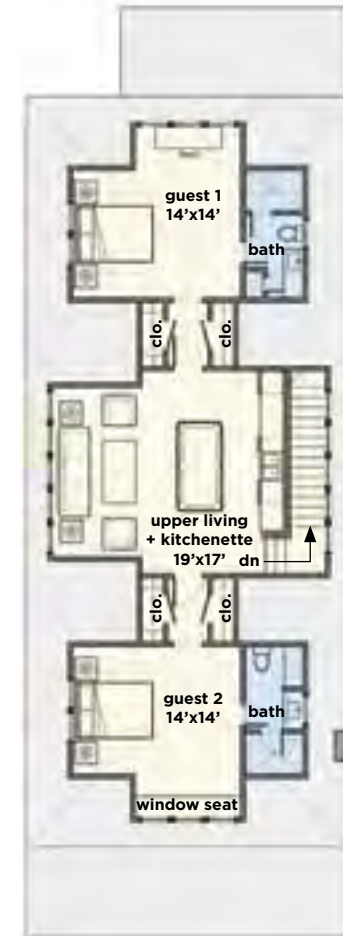
Suitable for A Lots  
 Width: 25'-6"  
 Length: 83'-0"



COVERED GARDEN LEVEL



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



## INSPIRATION

HOME NO. SSD-A2

- Upper level living space with kitchenette
- Master suite on main level with private porch
- Two guest rooms with en suite bathrooms
- Plunge pool
- Covered outdoor living with fireplace option
- Living room with fireplace and covered porch
- Many windows for daylighting and ventilation
- Garage off rear of lot with storage
- Garden level living



# THE BUTTERFLY COTTAGE COLLECTION

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## BUTTERFLY COTTAGE NO. 1

1.5 STORIES

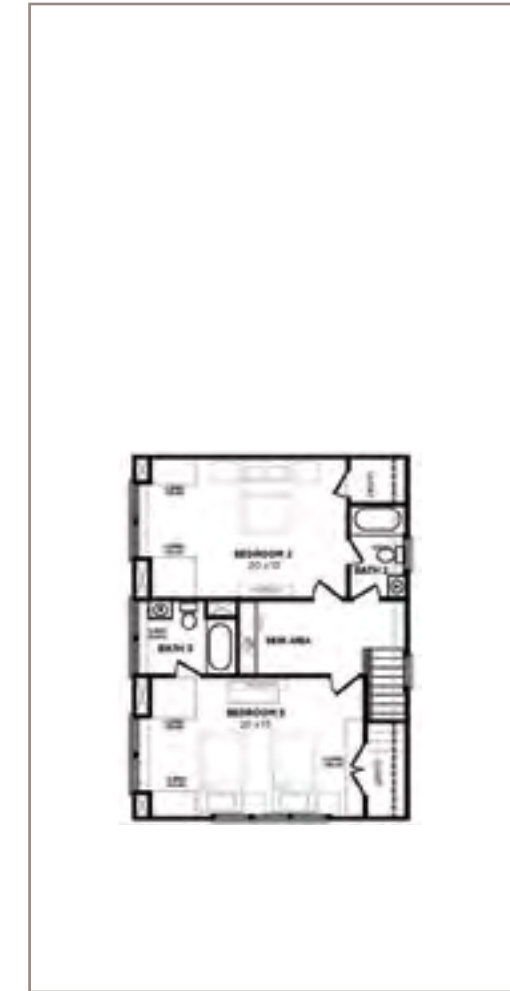
2/3 BEDROOMS

2.5/3 BATHROOMS

ARCHITECT: STARR SANFORD DESIGN



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN

### SQUARE FOOTAGE

Main Floor	1,417 sf
Upper Floor	815 sf
<b>Total Conditioned</b>	<b>2,232 sf</b>
Interior Unconditioned	20 sf
Porches & Balconies	562 sf
<b>Total Unconditioned</b>	<b>582 sf</b>
<b>Total Square Footage</b>	<b>2,814 sf</b>

### DIMENSIONS

Suitable for Cottage Lots  
Width: 35'  
Length: 72'

## BUTTERFLY COTTAGE NO. 1



## BUTTERFLY COTTAGE NO. 2

1.5 STORIES

3 BEDROOMS

2.5 BATHROOMS

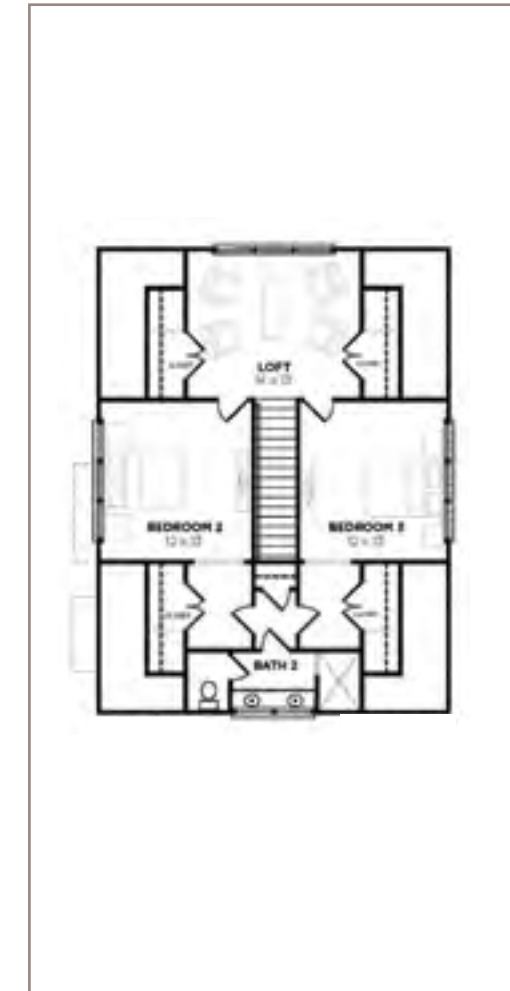
ARCHITECT: STARR SANFORD DESIGN



MAIN LEVEL FLOOR PLAN

### SQUARE FOOTAGE

Main Floor	1,208 sf
Upper Floor	939 sf
<b>Total Conditioned</b>	<b>2,147 sf</b>
Interior Unconditioned	228 sf
Porches & Balconies	237 sf
<b>Total Unconditioned</b>	<b>465 sf</b>
<b>Total Square Footage</b>	<b>2,612 sf</b>



UPPER LEVEL FLOOR PLAN

### DIMENSIONS

Suitable for Cottage Lots  
Width: 34'  
Length: 53'

## BUTTERFLY COTTAGE NO. 2





## BUTTERFLY COTTAGE NO. 3

1.5 STORIES

3 BEDROOMS

3.5 BATHROOMS

ARCHITECT: STARR SANFORD DESIGN



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN

### SQUARE FOOTAGE

Main Floor	889 sf
Upper Floor	889 sf
<b>Total Conditioned</b>	<b>1,778 sf</b>
Interior Unconditioned	0 sf
Porches & Balconies	250 sf
<b>Total Unconditioned</b>	<b>250 sf</b>
<b>Total Square Footage</b>	<b>2,028 sf</b>

### DIMENSIONS

Suitable for Cottage Lots  
Width: 19'  
Length: 60'

## BUTTERFLY COTTAGE NO. 3



Architect Series Vol. 1  
**PLAN MATRIX**

----- LOT CHARACTERISTICS -----				----- SQUARE FOOTAGE -----						-- DIMENSIONS --		----- PLAN PROGRAM -----			----- FEATURES -----		
Plan No.	Lot Type	Lot Access	Parking Spaces	Main	Upper	Total Cond.	Uncond. Ground Level	Uncond. Living Levels	Total	Width	Length	Stories	Bedrooms	Baths	Master Location	Elevator	Fireplaces
BCA-C1	C1	FRONT/REAR	2.5 / 2.5	1,958	1,188	3,146	2,501	385	6,032	39.5'	99'	2	4 / 5	4.5 / 5.5	main	Yes	2
SSD-C1	C1	SIDE/FRONT	2	2,133	907	3,040	3,386	1,253	7,679	54.3'	64'	2	3	3.5	main	No	1
TD-C1	C1	FRONT/REAR	2.5 / 2	1,912	1,056	2,968	2,052	650	5,670	53'	92'	2	4	4.5	main	Yes	2
HC-C2	C2	FRONT	2	1,984	1,487	3,471	2,992	608	7,071	55'	70'	1.5	5	4.5	main	Yes	2
SSD-B1	B1	REAR	2	1,530	1,648	3,178	2,253	705	6,136	27.5'	89.5'	2	4	4.5	main	Yes	4
TD-B1	B1	REAR	2	1,510	1,010	2,520	1,494	382	4,396	40'	64'	2	3	3.5	upper	Yes	1
BCA-B2	B2	FRONT/REAR	1 / 2	1,723	1,363	3,086	2,293	525	5,904	29.5'	87'	2	4	4.5	main	Yes	2
HC-B2	B2	FRONT	2.5	1,769	1,074	2,843	2,010	607	5,460	39'	76'	1.5	3	3.5	main	Yes	2
BCA-A1	A1	REAR	2	1,529	994	2,523	1,904	359	4,786	28'	96'	2	3	3.5	upper	Yes	3
SSD-A1	A1	REAR	2	1,719	1,191	2,910	2,203	484	5,597	27.5'	89.5'	2	3	3.5	main	No	3
BCA-A2	A2	FRONT	2	1,554	721	2,275	2,030	462	4,767	29'	89'	2	3	3.5	main	Yes	2
SSD-A2	A2	REAR	2	1,468	1,169	2,637	1,681	512	4,830	25.5'	83'	1.5	3	3.5	main	No	1
COTTAGE 1	COTTAGE	REAR	2	1,417	815	2,232	0	582	2,814	35'	72'	1.5	2/3	2.5/3	main	No	0
COTTAGE 2	COTTAGE	REAR	2	1,208	939	2,147	0	465	2,612	34'	53'	1.5	3	2.5	main	No	1
COTTAGE 3	COTTAGE	REAR	2	889	889	1,778	0	250	2,028	19'	60'	1.5	3	3.5	main	No	0

THIS MATERIAL SHALL NOT CONSTITUTE A VALID OFFER IN ANY JURISDICTION WHERE PRIOR REGISTRATION IS REQUIRED, BUT NOT YET FULFILLED. THE FACILITIES AND AMENITIES DESCRIBED AND DEPICTED ARE PROPOSED, BUT NOT YET CONSTRUCTED. PHOTOGRAPHS AND ARTISTS' RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE MERELY REPRESENTATIVE OF CURRENT DEVELOPMENT PLANS. DEVELOPMENT PLANS, AMENITIES, FACILITIES, DIMENSIONS, SPECIFICATIONS, PRICES AND FEATURES DEPICTED OR DESCRIBED HEREIN ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.



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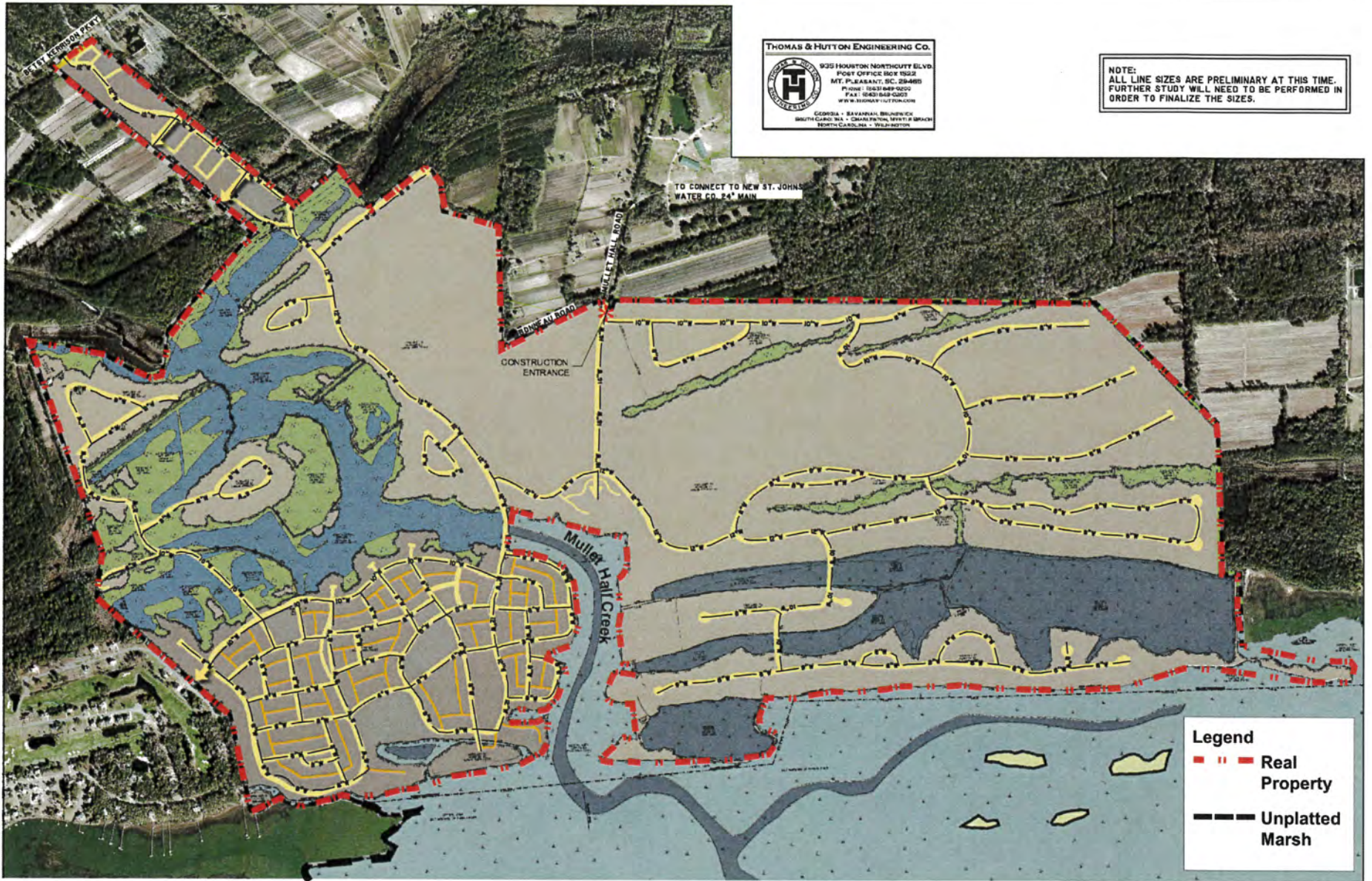
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**NOTE:**  
 ALL LINE SIZES ARE PRELIMINARY AT THIS TIME.  
 FURTHER STUDY WILL NEED TO BE PERFORMED IN  
 ORDER TO FINALIZE THE SIZES.

**Legend**

- - - Real Property
- - - Unplatted Marsh



*Kiawah River Plantation*

**EXHIBIT 14.1 - WATER DISTRIBUTION MASTER PLAN**

**GOLF SCORECARD - ROUTING PLAN 5**

Hole	Par	Yards	Hole	Par	Yards
1	9	475	17	3	140
2	3	220	18	4	482
3	5	350	19	3	600
4	6	450	20	4	504
5	6	389	21	4	427
6	5	389	22	4	408
7	4	440	23	4	430
8	3	372	24	4	288
9	4	363	25	5	640
OUT	36	3727	IN	36	3936
		<b>TOTAL</b>	<b>72</b>	<b>7663</b>	

TOTAL AREA FOR  
PROPOSED LAKES - 25.0  
ACRES

GOLF MAINTENANCE AREA  
(Includes Tee and Start areas,  
Scorecard stand etc.)



**GOLF VARIETY ANALYSIS - ROUTING PLAN 5**

HOLE	PAR	DESCRIPTION	TYPICAL DIST.	POND OR BAY	OVERLOOK	WATER		ADDITIONAL WATER	
						WATER FRONT	WATER REAR	WATER LEFT	WATER RIGHT
1	9	W							
2	3	W							
3	5	W							
4	6	W							
5	6	W							
6	5	W							
7	4	W							
8	3	W							
9	4	W							
10	3	W							
11	9	W							
12	5	W							
13	4	W							
14	4	W							
15	4	W							
16	4	W							
17	3	W							
18	2	W							
TOTAL	72		2	0	10	0	4	4	3



*Kiawah River Plantation*

**EXHIBIT 15.1 - ALTERNATIVE SKETCH PLANS**

**GOLF SCORECARD - ROUTING PLAN 3**

Hole	Par	Yards	Hole	Par	Yards
1	5	372	10	5	234
2	3	234	11	4	303
3	4	473	12	4	307
4	4	447	13	4	306
5	4	372	14	5	383
6	5	386	15	4	432
7	4	427	16	4	430
8	3	353	17	1	224
9	4	462	18	5	409
<b>TOTAL</b>	<b>36</b>	<b>3941</b>	<b>TOTAL</b>	<b>72</b>	<b>7383</b>

TOTAL AREA OF PROPOSED LAKES - 40.2 ACRES

EXISTING TREES

PROPOSED TREES

PROPOSED LANDFORM

MULLEY HILL CREEK

GOLF MAINTENANCE AREA

PROPOSED LAKE

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

EXISTING LAKE

EXISTING LAKE

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

EXISTING LAKE

EXISTING LAKE

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

RESIDENTIAL DEVELOPMENT

PROPOSED TREES

EXISTING TREES

PROPOSED LANDFORM

SHIRLEY GLENN AREA

ENTRY ROAD

GOLF CLUBHOUSE AREA

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

EXISTING LAKE

**GOLF VARIETY ANALYSIS - ROUTING PLAN 3**

HOLE	PAR	LENGTH	PERCENTAGE	SLOPE	SLOPE	SLOPE			
						FLAT	SHALLOW	MODERATE	STEEP
1	5	372	3	3					
2	3	234	3	3					
3	4	473	3	3					
4	4	447	3	3					
5	4	372	3	3					
6	5	386	3	3					
7	4	427	3	3					
8	3	353	3	3					
9	4	462	3	3					
10	5	234	3	3					
11	4	303	3	3					
12	4	307	3	3					
13	4	306	3	3					
14	5	383	3	3					
15	4	432	3	3					
16	4	430	3	3					
17	1	224	3	3					
18	5	409	3	3					
<b>TOTAL</b>	<b>72</b>	<b>7383</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	



*Kiawah River Plantation*



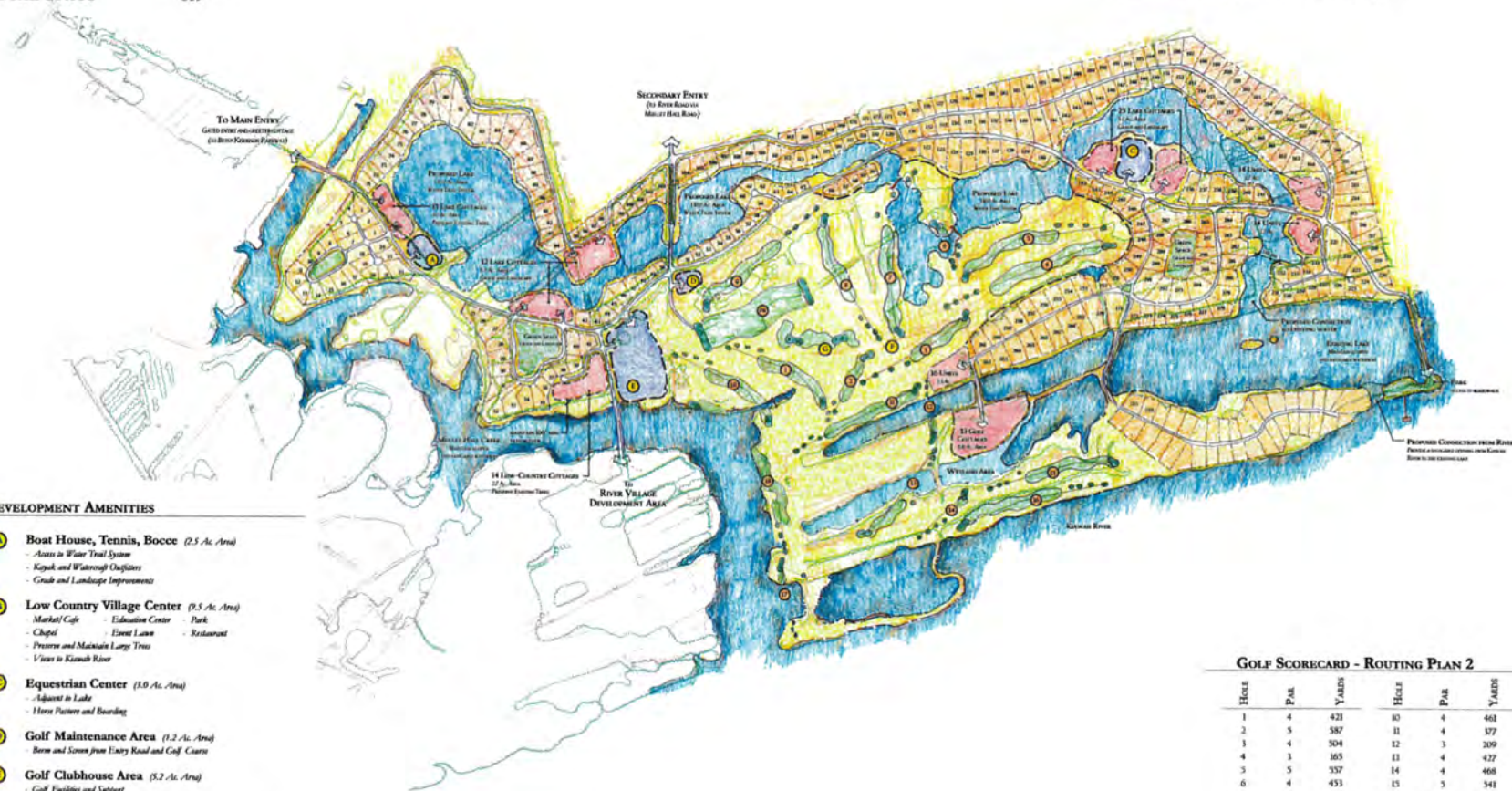
**RESIDENTIAL PRODUCT SUMMARY**

TYPE	DENSITY	YIELD	DESCRIPTION
Estate Lots	0.5 in 1 ac. per lot	297 lots	120' wide x 200' min. depth (except on 'critical water' - then 135' min width)
Cottages	5 units per acre	222 lots	2,000 to 2,500 sq units
<b>TOTAL UNITS</b>		<b>519</b>	

**PROPOSED LAKE EXCAVATION SUMMARY**

DEV. TYPE	AREA	DEPTH	VOLUME
Proposed Lake (at 10' Average Depth)	130.0 ac.	10 ft.	2,097,333 cu yd.
Proposed Lake (at 11' Average Depth)	130.0 ac.	11 ft.	3,146,000 cu yd.

\* Volume Calculations are approximate and for preliminary review purposes only. Requires engineering review.



**DEVELOPMENT AMENITIES**

- A** Boat House, Tennis, Bocce (2.5 Ac. Area)
  - Access to Water Trail System
  - Kayak and Waterski Outfitters
  - Grub and Landscaping Improvements
- B** Low Country Village Center (0.5 Ac. Area)
  - Market/Cafe
  - Education Center
  - Park
  - Chapel
  - Event Lawn
  - Restaurant
  - Preserve and Maintain Large Trees
  - Views to Kiawah River
- C** Equestrian Center (3.0 Ac. Area)
  - Adjacent to Lake
  - Horse Pasture and Boarding
- D** Golf Maintenance Area (1.2 Ac. Area)
  - Barn and Storage from Entry Road and Golf Course
- E** Golf Clubhouse Area (5.2 Ac. Area)
  - Golf Facilities and Support
  - Views to Golf and Kiawah River
- F** 18 Hole Championship Golf Course (250 Ac. Area)
- G** Golf Short Game Area

\* Development Areas are approximate and for preliminary review purposes only.

**GOLF SCORECARD - ROUTING PLAN 2**

HOLE	P.A.	YARDS	HOLE	P.A.	YARDS
1	4	421	10	4	461
2	5	582	11	4	377
3	4	504	12	3	209
4	3	165	13	4	427
5	5	357	14	4	468
6	4	433	15	5	541
7	4	496	16	4	501
8	4	331	17	3	255
9	3	381	18	5	617
<b>OUT</b>	<b>36</b>	<b>3695</b>	<b>IN</b>	<b>36</b>	<b>3876</b>
			<b>TOTAL</b>	<b>72</b>	<b>7571</b>



*Kiawah River Plantation*

**Charleston County ZLDR Redlines, November 26, 2019**

Section 4.27.9.C xiii – Variances statement in PD

Section 6.4.8 – Retirement Housing Limited - deleted, page 6-26,27

Section 6.5.1 – Accessory Uses – can be on principal or other Lots, page 6-62

Section 6.5.1 C – Commercial and Industrial accessory uses, page 6-66

Section 6.5.1 D – Institutional and Civic accessory uses, page 6-66 and 6-67

Section 9.3.2 Off Street Parking Tables, pages 9-3 to 9-7

Section 9.3.4.A- On-Site Parking, page 9 – 8

Section 9.3.4.B – Off-Site Parking, page 9 – 9

Section 9.3.4.C – Shared Parking, page 9 – 10

Section 9.3.6.A – Parking Lot Design, page 9 – 12

Section 9.3.6.D – Markings and Surface Treatment, page 9 – 13 & 14

Section 9.3.6.E - Access, page 9 – 14

Section 9.3.9.G – Off Street Loading – page 9-16

Section 9.4.1.B.2.g – Tree Preservation page 9-18

Section 9.4.4.E – Quantity and Location of Trees to be Protected, page 9 – 22

Section 9.4.6 – Tree Replacement, page 9 – 24

Section 9.5.3 Parking, Loading and Vehicular Use Landscaping, page 9 – 27 and 28

Section 9.5.4 – Landscape Buffers, page 9-28 to 35

Section 9.5.6 - Landscape Material Standards, page 9-35 and 36

Article 9.6 – Architectural and Landscape Design Standards, page 9 – 38 to 43

Section 9.7.2 - Prohibited Activities in buffer, page 9-44

Article 9.8 – Historic Preservation, page 9-45

Article 9.11 – Signs, pages 9-49 to 51

**CHAPTER 4 . BASE ZONING DISTRICTS**

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**Articles 4.1 through 4.26 of the ZLDR shall not apply to the Real Property. Instead, the zoning standards, building development standards, and waterfront development standards applicable to the Real Property shall be those set forth in the Plan, especially sections 4 and 6 of the Plan.**

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## **ARTICLE 4.27 PD, PLANNED DEVELOPMENT OISTRICT**

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### **§4.27.1 DESCRIPTION**

A "Planned Development," as defined by the South Carolina Government Comprehensive Planning Enabling Act of 1994, as amended, Code of Laws of South Carolina, Title 6, Chapter 29 (6-29-740) is a type of zoning district (PD) and a type of development plan. PD zoning districts are inextricably linked to Planned Development plans, in that no rights of development apply to a PD zoning designation other than those of the approved Planned Development plan.

Planned development provisions are intended to encourage innovative site planning for residential, commercial, institutional, and industrial developments within planned development districts. Planned development districts may provide for variations from other ordinances and the regulations of other established zoning districts concerning use, setbacks, lot size, density, bulk, and other requirements to accommodate flexibility in the arrangement of uses for the general purpose of promoting and protecting the public health, safety, and general welfare.

### **§4.27.2 FINDINGS**

The County finds and determines that this Article is consistent with the following objectives of the *Comprehensive Plan*:

- A. Implement a farm and forest land and open space protection program (Objective FFL1);
- B. Provide families and youth with access to parks, recreation areas and facilities (Objective CD5);
- C. Encourage site design that will maintain as much of the development site as possible in natural open space where new development is proposed in rural and agricultural areas outside of existing settlements (Objective WR3, Policy 1);
- D. Implement a system of incentives that will encourage environmentally sensitive site planning that is responsive to the natural characteristics of the land.

New development should be encouraged that will retain buffers along rural and urban waterways, retain natural open space, and reduce impervious surfaces (Objective WR4, Policy 1);

- E. Promote a sufficient supply of a variety of housing units with access to facilities and services (Objective H1);
- F. Increase ownership of affordable housing through new construction, acquisition, and/or rehabilitation (Objective H5);
- G. Increase the housing alternatives for low and moderate income households (Objective H6); and
- H. Increase and preserve affordable housing development and reduce the number of households below the poverty level (Objective CD10).

#### **§4.27.3 DEFINITIONS**

In this Chapter, the following term shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed:

- A. Studio Unit: A dwelling unit that:
  - 1. Has only one combined living and sleeping room; or
  - 2. A living and sleeping room, along with a separate room that contains only kitchen facilities and also a separate room that contains only sanitary facilities.

#### **§4.27.4 INTENT AND RESULTS**

The PD, Planned Development, district regulations of this Article are intended to encourage achievement of the goals of the Charleston County *Comprehensive Plan* and to allow flexibility in development that will result in improved design, character, and quality of new mixed use developments and preserve natural and scenic features of open spaces. The following objectives may be attained through the use of the planned development process:

- A. A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the standards of this Ordinance that were designated primarily for development on individual lots;
- B. A greater freedom in selecting the means to provide access, light, open space and design amenities;
- C. Quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land use arrangements;
- D. A development pattern in harmony with the land use density, transportation facilities and community facilities objectives of the *Comprehensive Plan*;
- E. The permanent preservation of common open space, recreation areas and facilities;

- F. An efficient use of the land resulting in more economical networks of utilities, streets, schools, public grounds and buildings, and other facilities;
- G.. A creative approach to the use of land and related physical facilities that results in better development and design and the construction of amenities; and
- H. A development pattern that incorporates adequate public safety and transportation-related measures in its design and compliments the developed properties in the vicinity and the natural features of the site.

#### **§4.27.5 APPLICABILITY**

There shall be no minimum site area requirement for a Planned Development as long as the Planned Development meets all requirements of Article 4.27 of this Ordinance.

#### **§4.27.6 DEVELOPMENT STANDARDS**

Development standards of the underlying zoning district pertaining to density, lot size, location, and arrangement of buildings and structures, lot dimensions, and landscaping may be altered in Planned Development Districts. The underlying standards of the zoning district may be altered only if the development will serve an overriding public interest and/or public safety concern. The development standards listed below, those in the approved Planned Development Stipulations, and any in the approved Planned Development Sketch Plan(s) shall apply.

##### **A. Maximum Density**

The maximum allowed density increase in a planned development may not exceed the maximum density as stated in Table 3.2.1 of the Charleston County *Comprehensive Plan*, as amended; ***provided, however, when a property is "split-zoned" under base zoning standards, the maximum allowed density increase in a planned development shall be the combined maximum density suggested in the Comprehensive Plan. There shall be no separate density increase limitations for different portions of the property.*** Density and lot area calculations shall comply with the requirements contained in Article 4.2, Measurements, Computations and Exceptions. In order to achieve the maximum density, the following minimum amounts of common open space, as defined in this Ordinance, shall apply where applicable:

1. 0.2 acres of common open space per dwelling unit plus ten percent (10%) of the land area designated for office, commercial, and/or industrial uses is required for parcels located in the Rural and Agricultural Areas; or
2. If the parcel is located in the Suburban Area, the following standards shall apply:
  - a. Where the underlying zoning district is Single Family Residential (R-2, R-3, or R-4) and all requirements of this Ordinance are met, a maximum density of not more than two times the maximum allowable density in the underlying zoning district may be permitted when 0.05 acres of common open space per dwelling unit plus ten percent (10%) of the land area designated for office, commercial, and/or industrial uses is provided. A density bonus of up to 25% may be approved by County Council when affordable housing units are provided in accordance with the provisions of Section 4.27.8 of this Ordinance; and

- b. Where the underlying zoning district is Mixed Style Residential (M-8 or M-12) and all requirements of this Ordinance are met, a maximum density of not more than two times the maximum allowable density in the underlying zoning district may be permitted when 0.05 acres of common open space per dwelling unit plus ten percent (10%) of the land area designated for office, commercial, and/or industrial uses is provided. A density bonus may be approved by County Council when affordable housing units are provided in accordance with the provisions of Section 4.27.8 of this Ordinance.

## B. Dimensional Standards

1. The Waterfront Development Standards of the base zoning district, as set forth in Article 4.26 of this Ordinance; shall be applied to all waterfront lots within the planned development; ***provided, however, when a property is "split zoned" under base zoning standards, the waterfront development standards of the least restrictive base zoning district shall be applied if the applicant reduces the overall number of single-family lots on the waterfront edge and if the applicant restricts the number of docks permitted on the waterfront edge.***
2. ~~Each lot located on the perimeter of the planned development shall maintain the rear yard setback requirements and any buffer requirements of the adjacent zoning district.~~

## C. Architectural Standards

The Architectural Design Guidelines of Article 9.6 shall apply to all proposed planned developments. Modifications to the Architectural Design Guidelines may be proposed in a planned development request where the Planning Director determines that the architectural design of the proposed development is compatible with the architectural design of development on adjacent properties.

## D. Lots to Abut Upon Common Open Space

Residential parcels shall maximize orientation towards common open space or similar areas.

## E. Access

1. Streets within planned developments should connect to adjoining neighborhoods/developments. Cul-de-sacs, T-turnarounds, and dead-end streets are discouraged.
2. Areas between structures shall be covered by easements where necessary for access and to provide for maintenance and utility service.
3. Primary vehicular access to office, commercial, or industrial development shall be through limited access roads.

## F. Commercial Areas

1. Commercial areas and adjacent residential, office, and industrial areas shall be directly connected through paved sidewalks, trails, or other pedestrian infrastructure.



2. Commercial areas shall be planned as groups having common parking areas and common ingress and egress points.

**G. Industrial Areas**

1. A minimum vegetated buffer of forty (40) feet shall be required where industrial uses abut residential uses.
2. All intervening spaces between the right-of-way line and project building line and intervening spaces between buildings, drives, parking areas and improved areas shall be landscaped with trees and plantings and properly maintained at all times.

**H. Areas Designated for Future Use**

All areas designated for future expansion or not intended for immediate improvement or development shall remain in a natural state until such time as development permits are approved.

**I. Signs**

Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in the planned development guidelines. Specifications shall be as restrictive or more restrictive than the standards set forth in this Ordinance.

**J. Parking**

Parking shall be provided in accordance with the standards set forth in Article 9.3 of this Ordinance. Modifications to the parking standards of Article 9.3 may be proposed in a planned development request where the Planning Director determines that the amount of parking requested and its location is sufficient for the use proposed.

**K. Resource Areas**

1. Planned developments shall protect any resources determined significant by the Planning Director including, but not limited to: agricultural soils and active farmland, buffer areas between active farmland and existing/planned future non-farm development, wetlands, mature trees, land adjacent to preserved farmland on neighboring properties, scenic views, water access and shoreline buffers, and habitat of species designated as of federal, state and local concern.
2. ~~Planned developments shall comply with all provisions of Article 0.4, Tree Protection and Preservation, of this Ordinance.~~ ***All live oak trees of 24" DBH and greater shall be subject to Article 9.4 of this Ordinance. Modifications to the other tree protection and preservation standards of this Ordinance may be proposed in a planned development request when the Planning Director determines that the amount of tree protection and preservation requested is sufficiently similar to the County standards.***

**§4.27.7 COMMON OPEN SPACE**

- A. Common open space area shall be located to preserve any significant

resources. Where common open space is designated, the following standards shall apply:

1. The common open space area shall be detailed on each Sketch Plan and recorded with the Final Plat (as approved under Article 8.5 of this Ordinance) or separate instrument.
2. The proposed common open space shall be usable and appropriate to the size of the development and to the new residents of the planned development. The purpose of common open space is to permit areas, which could otherwise be developed into buildable lots or otherwise sold individually, to provide a significant amenity to the residents who will interact with the open space on a daily basis. It is not the purpose of common open space to permit open space for land that is otherwise unusable on a daily basis by residents. Common open space may include unimproved land, landscaped areas, improved recreation areas, recreational buildings, and structures that are totally accessory to recreational uses, as well as freshwater wetland areas and water surfaces, all located within the development. Natural landscapes, such as wetlands, may also be considered as open space if preserved and meet the requirements of subsection C below. "Usable" means that the open space includes uses or facilities that are adaptable to recreational or leisure use and are accessible to the residents of the proposed development or the general public, such as seating areas, picnic shelter, community garden, pedestrian and bicycle trail access to a designated greenway, public square, swimming pools, playing fields, or a new playground. The use or facility must be approved by County Council in accordance with the approval and conveyance procedures below.
3. The total combined acreage of freshwater wetlands, detention ponds, and buffers to be used as open space shall not comprise more than forty percent (40%) of the open space requirement as stated in this Section.
4. Land designated as common open space shall not be occupied by streets, drives, parking areas, or structures, other than recreational structures; ***provided, however, streets, drives, parking areas or structures which are Pervious may be included within common open space.***
5. All property owners in the planned development shall have access to the open space by means of a public or private street ***in an easement a minimum of 20 feet in width*** or walkway ~~in an easement a minimum of 20 feet in width.~~
6. Common open space shall be provided within each phase of the planned development in sufficient amounts to serve the expected population of that phase.
7. The common open space shall be conveyed prior to recording the final plat, in accordance with one of the methods listed below. The applicant must have proof of commitment from the entity that will be responsible for the common open space prior to the Planning Commission Meeting for which the case is scheduled.

- a. By dedication to the County as publicly-owned open space. Parks, open space, and recreation facilities proposed for dedication to the County must be acceptable to the Parks and Recreation Commission, Planning Commission, County Council, and other governmental entities with regard to the size, shape, location, improvement, environmental condition (i.e., the applicant may be required to provide an environmental assessment), and budgetary and maintenance terms; or
- b. By leasing, conveying, or retaining title (including beneficial ownership) to a corporation, homeowner's association or other legal entity. The terms of such lease or other instrument of conveyance must restrict the use of the area to open space/recreational uses.

#### **§4.27.8 AFFORDABLE DWELLING UNITS**

- A. As an incentive to provide affordable dwelling units, County Council may approve a density bonus above the maximum allowable density provided for in Section 4.27.6A. This density bonus is only applicable to properties located in the Suburban Area and shall only apply to affordable housing units (no market rate units may be included in the density bonus).
- B. Zoning permit fees for affordable dwelling units shall be reimbursed upon the request of the developer and certification that the dwelling units are affordable, as defined in Section 4.27.3A.
- C. If affordable dwelling units are provided within a planned development **as part of a density bonus**, the following requirements shall apply:
  1. Affordable dwelling units shall be provided within each phase of the planned development in sufficient amounts to serve the expected population of that phase;
  2. Affordable dwelling units shall be integrated throughout the development and not located in a single area of the development;
  3. Any studio dwelling unit provided under this Section must be a minimum of 500 square feet in floor area; and
  4. In no instance shall more than fifty percent (50%) of the affordable dwelling units be provided in the form of studio units.

#### **§4.27.9 PLANNED DEVELOPMENT PROCEDURE**

This procedure involves a pre-application conference, a community workshop and approval of a PD development plan and PD zoning map amendment.

- A. **Pre-Application Conference**  
Before submitting a PD Development Plan for Planned Development, the applicant shall confer with the Planning Director and any other officials designated by the Planning Director. The purpose of this pre-application conference is to discuss the proposal and the applicable development review and approval procedures.

**B. Community Workshop**

After the pre-application conference, it is recommended that the applicant hold one (1) or more community workshops. The purpose of a community workshop is to ensure early citizen participation in an informal forum, in conjunction with the development applications and to provide an applicant the opportunity to understand and try to mitigate any impacts an application may have on an affected community. A community workshop is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors.

**C. PD Development Plan****1. Application**

After the required pre-application conference, a complete application for PD Development Plan approval must be submitted to the Planning Director on a form established by the Planning Director including an approved and recorded plat showing the current property lines of the property/properties to be included in the planned development, a current recorded deed, and all applicable fees. If the proposed development is zoned R-2, R-3, or R-4 and would exceed the maximum density of the Residential Low Density Future Land Use Designation in the *Comprehensive Plan*, a *Comprehensive Plan* Amendment must be approved concurrently with a Planned Development application (see Article 3.2, *Comprehensive Plan* Amendment). County Council may waive the fees at their discretion. The PD Development Plan application shall include the requested Planned Development Stipulations and Sketch Plan. The Sketch Plan shall be drawn to scale.

- a. The following shall be included in the requested Planned Development Stipulations:
  - i. The name of the planned development, not duplicating the name of any other planned development or subdivision, the final plat of which has been recorded in Charleston County, South Carolina;
  - ii. A statement of objectives of the proposed development;
  - iii. The total acreage of the planned development, broken down into total acreage, total highland acreage, total freshwater wetland acreage, and total Critical Line wetland, or marsh, acreage;
  - iv. A table of proposed land uses including:
    - a. A table of proposed maximum and average residential densities for each residential use (The applicant may refer to the density ranges listed in the Charleston County *Comprehensive Plan* for residential densities);
    - b. The maximum total acreage of each residential use, including affordable dwelling units, if applicable;

- c. The maximum allowable number of each type of residential unit requested, including affordable dwelling units, if applicable;
  - d. The maximum proposed floor area ratios (% of lot in relation to building floor area), and the maximum building/lot coverage for each non-residential use; and
  - e. All dimensional and lot standards requested, for each land use type designated.
- v. A description of the affordable dwelling units, if applicable, including location, unit type, and cost analysis;
  - vi. An analysis of the impact of the proposed development on existing public facilities and services (e.g. roads and streets, water, sewer, etc.). Any proposed future improvements to these facilities and services to be made as part of the planned development shall also be included;
  - vii. A traffic study that meets the requirements of Article 9.9 of this Ordinance for planned developments that contain (1) 50 or more dwelling units or (2) 5 or more acres of nonresidential development;
  - viii. A development schedule with a generalized phasing schedule, if appropriate. The phasing schedule ~~shall~~ **may** include the number of dwelling units, total acreage of each residential use, total gross floor area of each non-residential use, percentage and acreage of common open space to be included in each phase, and percentage, number and acreage of affordable dwelling units to be included in each phase (if applicable);
  - ix. A statement indicating how any common open space/recreation areas will be owned or managed;
  - x. A statement indicating how all roads and alleys will be owned and maintained;
  - xi. A statement of inclusion and compliance with processes included in the Charleston County Zoning and Land Development Regulations that are not mentioned in the planned development stipulations;
  - xii. A statement of agreement to proceed with proposed development in accordance with the provisions of these zoning regulations, applicable provisions of the Charleston County *Comprehensive Plan*, and with such conditions as may be attached to any rezoning to the applicable PD district;
  - ~~xiii. A statement that the provisions of Article 3.10, Variances, of this Ordinance shall not apply to the planned development and that all major changes to the planned development must be~~

~~approved by County Council. Tree variances may be granted in accordance with this Article and all other sections of this Ordinance;~~

- ~~xiv-xiii.~~ Letters of coordination from all agencies from which the applicant must either (1) obtain permits or (2) obtain services and/or facilities; and
  - ~~xv-xiv.~~ Any other information that the Planning Director determines is necessary to determine whether the application complies with the standards established in this Article.
- b. The following shall be included on the requested Sketch Plan. Multiple Sketch Plans may be submitted. Sketch Plans shall be drawn to scale.
- i. The general location and amount of land proposed for each land use including single family residential, multi-family residential, institutional, office, commercial, industrial, common open space/recreation, street use, etc.;
  - ii. Conceptual lot lines;
  - iii. Pedestrian and motor traffic circulation;
  - iv. Location, acreage, and type (freshwater or Critical Line/marsh) of all wetlands as they exist prior to development. The location and acreage of all freshwater wetlands to be developed upon shall be indicated;
  - v. A tree survey to include all Grand trees (24 inches or greater) on residential lots of one acre or less and in road rights-of-way and easements. Significant trees shall be shown on residential lots greater than one acre. Tree surveys for non-residential uses shall conform with the standards of Section 9.4.3 of this Ordinance; ***provided, however, when the proposed planned development is part of a concept plan, the Planning Director may permit a high-resolution aerial photograph to be substituted for a tree survey, but a tree survey for a phase of the development must be provided as part of a site plan review or preliminary plat application for that phase;***
  - vi. Architectural elevations for each type of residential and nonresidential unit;
  - vii. The general location, size, and capacity of all existing and proposed water and sewer lines;
  - viii.*** Areas to be included in each phase of development, including the location of all common open space areas and/or affordable housing units to be included in each phase; ***provided, however, when the proposed planned development is part of a concept plan, the applicant may submit a conceptual***

*delineation of the phases of the development , but a more detailed delineation of the areas to be included in a phase, including the location of all common open space and/or affordable housing units to be included in the phase must be provided as part of a site plan review or preliminary plat application for that phase;*

- ix. The location of all construction entrances;
- x. A Landscaping Sketch Plan including the location and composition of all screening and buffering materials; *provided, however, when the proposed planned development is part of a concept plan, the applicant may submit a conceptual delineation of the landscaping proposed on the property combined with a set of regulations applicable to screening and buffering on the property, but a more detailed delineation of the screening and buffering materials to be included in a phase of the development must be provided as part of a site plan review or preliminary plat application for that phase;*
- xi. A Utility Sketch Plan with the location of any on-site natural areas, buffers, trees and sidewalks that may be impacted by utility facilities including existing and proposed location of any easements or rights-of-way; *provided, however, when the proposed planned development is part of a concept plan, the applicant may submit a conceptual delineation of the utilities infrastructure to be included on the property, but a more detailed delineation of the on-site natural areas, buffers, trees and sidewalks that may be impacted by utility facilities including existing and proposed location of any easements or rights-of-way to be included in a phase of the development must be provided as part of a site plan review or preliminary plat application for that phase;* and
- xii. Any other information that the Planning Director determines is necessary to determine whether the application complies with the standards established in this Article.

## **2. Public Hearing Notice**

Newspaper, Neighbor, Parties in Interest, and Posted notice of the County Council's public hearing shall be provided in accordance with the requirements of Section 3.1.6 of this Ordinance.

## **3. Planning Director Review and Report**

Once an application is deemed complete and to contain all information required herein by the Planning Director, the application will be scheduled for a Planning Commission meeting and the applicant and other interested parties will be notified in accordance with this Ordinance. The Planning Director shall prepare a staff report that reviews the PD Development Plan application.

## **4. Planning Commission Review and Recommendation**

The Planning Commission shall review the proposed PD Development

Plan and adopt a resolution, by majority vote of the entire membership, recommending that the County Council approve, approve with conditions or deny the proposed development plan. The Planning Commission's recommendation shall be based on the Approval Criteria of Section 4.27.9.C.6. The Planning Commission shall submit its recommendation to the County Council within 30 calendar days of the Planning Commission meeting at which the PD Development Plan was introduced.

At any time prior to action by the Planning Commission, the applicant may request that the Planning Commission enter mediation. When mediation is requested, the Planning Commission shall assign one of its members as a representative in mediation proceedings and the Planning Director shall represent the Planning Staff. A majority vote of the entire Planning Commission membership in a public meeting shall be required to accept any mediated settlement. An accepted mediated settlement cannot waive the standards of this Ordinance. Prior to beginning talks, applicable time limits for review and action on complete applications must be extended by mutual agreement of the applicant and Planning Commission.

#### **5. County Council Hearing and Decision**

After receiving the recommendation of the Planning commission, the County Council shall hold at least 1 public hearing, and any time after the close of the public hearing, take action to approve, approve with conditions or deny the proposed PD Development Plan based on the Approval Criteria of Section 4.27.9.C.6 of this Chapter. If the County Council takes action to approve the PD Development Plan, it may require time-frames for development of the entire Planned Development and its individual phases, if any. Within ten (10) working days of approval by County Council of a planned development, the applicant shall submit three (3) copies of the approved Planned Development Guidelines and Sketch Plan to the Planning Department. This plan shall contain all changes and conditions approved by Council. The approval of a planned development shall deem it to be a new zoning district with its own zoning designation.

#### **6. Approval Criteria**

Applications for PD Development Plan approval may be approved only if the County Council determines that the following criteria are met:

- a. The PD Development Plan complies with the standards contained in this Article;
- b. The development is consistent with the intent of the *Comprehensive Plan* and other adopted policy documents; and
- c. The County and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed.

#### **§4.27.10 IDENTIFICATION OF ZONING MAPS**

Approved PDs shall be indicated on the official zoning map.

#### **§4.27.11 COMPLIANCE WITH OTHER REGULATIONS**

Unless expressly stated in this Section or approved at the time of a Planned Development



approval, all applicable standards of this Ordinance and other law shall apply to development within a Planned Development. Planned Developments may provide for variations from this Ordinance or other ordinances and the regulations of established zoning districts concerning use, setbacks, lot area, density, bulk and other requirements to accommodate flexibility in the arrangement of uses for the general purpose of promoting and protecting the public health, safety, and general welfare. All development other than single family residential, shall comply with the Site Plan Review Requirements of this Ordinance.

**§4.27.12 SUBDIVISION OF LAND LOCATED WITHIN APPROVED PLANNED DEVELOPMENTS**

All subdivision of land located within approved planned developments shall be deemed a Major Subdivision, as defined in Section 8.3.3 of this Ordinance.

## **CHAPTER 5 | OVERLAY AND SPECIAL PURPOSE ZONING DISTRICTS**

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***The Real Property is not included in an overlay or special purpose district. Therefore, Articles 5.1, 5.2, and 5.4 through 5.9 shall not apply. Article 5.3 shall apply as set forth herein.***

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## **ARTICLE 5.3 WDU, WATER-DEPENDENT USE OVERLAY DISTRICT**

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### **§5.3.1 DESCRIPTION**

The WDU, Water-Dependent Use Overlay District is intended to accommodate community docks, boat ramps, marinas and commercial docks and other nonresidential uses that require locations near water bodies.

- A. Private docks intended for the private use of one family shall be exempt from the requirements of this Ordinance.
- B. Joint use docks intended for the private use of two to four families shall be exempt from the requirements of this Article.

### **§5.3.2 USES**

Community docks, boat ramps, marinas and commercial docks and other uses that require locations near water bodies may be allowed in the WDU District, if approved in accordance with the procedures of this Ordinance.

### **§5.3.3 COMMUNITY DOCKS**

A community dock(s) is any docking facility that provides access for more than four families (greater than or equal to 5 watercraft slips and less than or equal to 10 watercraft slips) and is not a marina. All community docks shall be considered a Water-Dependent Use.

Community dock(s) shall be subject to the following standards:

1. All proposed community docks shall comply with the Site Plan Review procedures contained within this Ordinance;
2. All proposed community docks shall comply with all applicable regulatory requirements of State and Federal agencies including but not limited to South Carolina Department of Health and Environmental Control (SCDHEC) and U.S. Army Corps of Engineers;
3. All proposed community docks must have a minimum of 75 feet of lot frontage at the marsh edge (OCRM Critical Line) and a minimum of 75 feet between its extended property lines at the location in the waterbody of the proposed dock;
4. No leasing or other transfer of space to individuals who do not reside in the residential community or other commercial uses are allowed at community docks;

5. Project proposals shall include facilities for the proper handling of litter, waste, refuse and petroleum products in accordance with SCDHEC regulations;
6. A boat ramp may be allowed at a community dock subject to §5.3.4; and
7. Approval of this particular use by Charleston County shall not relieve the recipient (use) of responsibility for complying with all other applicable requirements of any other local, county, state or federal agency. In addition, approval by Charleston County does not guarantee nor recommend approval from any other legal entity or governmental agency.

#### **§5.3.4 STANDARDS FOR BOAT RAMPS**

Boat ramps provide access to the water for the launching and retrieving of watercraft not exceeding 12,000 pounds gross weight. Boat ramps providing launching and retrieving of watercraft in excess of 12,000 pounds gross weight shall follow the Special Exception provisions of this Ordinance in addition to the following requirements which shall apply to all boat ramps.

Boat ramps shall be subject to the following standards:

1. Filling or excavating of vegetated wetlands for boat ramp construction is prohibited unless no feasible alternatives exist in non-vegetated wetland areas. In addition, the area to be filled or excavated must be limited to that which is reasonable for the intended use;
2. Boat ramps must consist of environmentally acceptable materials, demonstrate sound design and construction so that they could reasonably be expected to be safe and effective, and minimize adverse effects;
3. Justification for boat ramp construction in environmentally sensitive areas shall be considered using the following priorities:
  - (i) Public use - open to all citizens;
  - (ii) Restricted use - open to citizens of a area or organization only;
  - (iii) Private use - use for one citizen or family.
4. In cases where private use is necessary, siting of ramps must, wherever feasible, be located in areas where the least environmental impact will accrue to the area and be limited to 12 feet in width;
5. Boat ramp location requiring dredging or filling of wetlands to provide deep water access to the ramp, parking areas for the ramp, or other associated facilities are prohibited unless no feasible alternatives exist and environmental impacts can be minimized;
6. The siting of "public use" boat ramps is encouraged in easily accessible

areas such as bridges and existing, abandoned causeways, provided that these sites comply with other applicable regulations;

- 7. All proposed boat ramps shall comply with the Site Plan Review procedures contained within this Ordinance;
- 8. All proposed boat ramps shall comply with all applicable regulatory requirements of State and Federal agencies including but not limited to South Carolina Department of Health and Environmental Control (SCDHEC) and U.S. Army Corps of Engineers;
- ~~9. All proposed "public use" boat ramps shall require review and approval in accordance with the Special Exception procedures of this Ordinance; and~~
- 9. Approval of this particular use by Charleston County shall not relieve the recipient (use) of responsibility for complying with all other applicable requirements of any other local, county, state or federal agency. In addition, approval by Charleston County does not guarantee nor recommend approval from any other legal entity or governmental agency.

**§5.3.5 STANDARDS FOR MARINAS**

A marina is any of the following: (a) lock harbor facility; (b) any facility which provides fueling , pump-out, maintenance, or repair services; or (c) any facility which has permanent docking space for 11 or more watercraft slips; (d) any water area with a structure which is used for docking or otherwise mooring vessels and constructed to provide temporary or permanent docking space for more than ten boats; (e) a dry stack facility. All marinas shall be considered a Water-Dependent Use. Marinas shall be subject to the following standards:

**A. Uses**

The following uses and activities shall be allowed in association with a Marina:

- 1. Marinas may provide the following services if specifically authorized by a Special Exception approval:
  - a. Launching ramps and small hoists (to accommodate primarily the launching of water craft not exceeding 12,000 pounds in Residential and Agricultural Residential districts);
  - b. Piers, wharfs and other facilities for the berthing and securing of recreational water craft;
  - c. Dockside maintenance and repair necessary to keep water craft in operable condition;
  - d. Wet storage and mooring of seaworthy pleasure craft in operable condition;
  - e. Dispensing of fuel, subject to all applicable Ordinance requirements;
  - f. Shower and laundry facilities for marina clientele only;

- g. Vending machines; and
  - h. Dry stack storage of water craft.
2. Excluding marinas in agricultural and residential districts, marinas providing 25 or more boat slips may provide the following additional services:
- a. Bait and tackle retail sales;
  - b. Retail sales of basic marine supplies and accessories necessary for boat operation, maintenance and upkeep (not to include the sale of boats and/or motors); and
  - c. Snack bars and retail groceries.

**B. Performance Standards**

In addition to any other applicable provisions of the Ordinance, marinas shall

be subject to the following performance standards.

<b>MARINA DENSITY/INTENSITY AND DIMENSIONAL STANDARDS</b>	
<b>MINIMUM LOT AREA</b>	1 Acre
<b>MINIMUM LOT WIDTH</b>	250 feet
<b>MINIMUM SETBACKS [1]</b>	
Front/Street Side	25 feet
Interior Side	15 feet
Rear	25 feet
<b>OCRM Critical Line</b>	50 feet
<b>MAXIMUM BUILDING COVER</b>	35% of lot
<b>MAXIMUM HEIGHT</b>	35 feet [2]

- [1] Landscape buffer standards and Wetlands buffer standards of Chapter 9 also apply.
- [2] Properties located within the Water-Dependent Use district that have a zoning district designation of Industrial (I) or Community Commercial (CC) are allowed a maximum height of sixty (60) feet.

**1. Lot Area and Location**

The property shall have frontage on a public-owned road or a privately maintained road built to county road and meet the following density/intensity and dimensional standards unless more restrictive standards are imposed at the time of Special Exception approval:

**2. Services**

All services provided by the marina shall be located on the same zoning lot or on the piers associated therewith.

**3. Structures**

All retail sales and services shall be enclosed. The maximum structure size or bulk shall be limited to ten square feet of net floor area for each boat slip.

**4. Setbacks**

All structures shall be setback a minimum of 100 feet from abutting agricultural and residential zoning districts except where the property line is the street right-of-way line, in which case the front setback established for the zoning lot shall apply.

**5. Parking**

Off-street parking shall be provided in accordance with the requirements contained in Chapter 9. Any parking associated with the use of the launching ramp and other marine activities must be accommodated on-site. Parking surfaces and off-street roads or driveways within the facility shall be graded and covered with a permanent dust proof surface.

**6. Storage**

Areas for boat trailer storage and open field boat storage shall be designated and screened in accordance with the Landscaping, Screening and Buffer requirements of Chapter 9. Open field boat storage on trailers may be provided at a ratio of one (10-foot x 20-foot space) for each two boat slips.

**7. Screening**

Marina developments, including areas for boat trailer storage and open field boat storage, shall be screened from adjacent uses in accordance with the Landscaping, Screening and Buffer requirements of Chapter 9.

**8. Signs**

Those signs that identify commercial activity shall be placed and designated so as not to distract the general public.

**9. Wastewater Disposal Facilities**

Wastewater disposal facilities shall meet the requirements of the regulatory agencies having jurisdiction.

**10. Fire Prevention**

Firefighting or fire prevention equipment shall be as specified by the local fire district in which the marina is located.

**11. Siting Standards**

Marinas shall meet all of the following requirements:

- a. All proposed marinas shall comply with the Site Plan Review procedures contained within this Ordinance;
- b. All proposed marinas shall comply with all applicable regulatory



requirements of State and Federal agencies including but not limited to South Carolina Department of Health and Environmental Control (SCDHEC) and U.S. Army Corps of Engineers;

- c. All proposed marinas shall require review and approval in accordance with the Special Exception procedures of this Ordinance;
- d. New marinas, which includes all structures defined as marinas in Chapter 12, are not allowed in waters classified for shellfish harvesting, except for any lock harbor, dry stack or expanded existing marina that does not close any additional waters for shellfish harvesting, as provided by SCDHEC;
- e. Marinas should be located in areas that will have minimal adverse impact on wetlands, water quality, wildlife and marine resources, or other critical habitats; and
- f. Approval of this particular use by Charleston County shall not relieve the recipient (use) of responsibility for complying with all other applicable requirements of any other local, county, state or federal agency. In addition, approval by Charleston County does not guarantee nor recommend approval from any other legal entity or governmental agency.

#### **§5.3.6 STANDARDS FOR COMMERCIAL DOCKS THAT ARE NOT MARINAS**

A Commercial dock(s) is a docking facility used for commercial purposes. A commercial dock is not necessarily a marina, a boat yard or a dry storage facility but shall be subject to the following standards:

1. All proposed commercial docks shall comply with the Site Plan Review procedures contained within this Ordinance;
2. All proposed commercial docks shall comply with all applicable regulatory requirements of State and Federal agencies including but not limited to South Carolina Department of Health and Environmental Control (SCDHEC) and U.S. Army Corps of Engineers;
3. All proposed commercial docks shall require review and approval in accordance with the Special Exception procedures of this Ordinance;
4. All proposed commercial docks must meet the Density/Intensity and Dimensional standards of §5.3.5.B.1.
5. Project proposals shall include facilities for the proper handling of litter, waste, refuse and petroleum products in accordance with SCDHEC regulations;
6. New commercial docks are not allowed in waters classified for shellfish harvesting if their proposed uses would result in closure of additional waters for shellfish harvesting, as provided by SCDHEC;

7. Commercial docks should be located in areas that will have minimal adverse impact on wetlands, wildlife and marine resources, or other critical habitats;
8. A boat ramp may be allowed at a commercial dock subject to §5.3.4; and
9. Approval of this particular use by Charleston County shall not relieve the recipient (use) of responsibility for complying with all other applicable requirements of any other local, county, state or federal agency. In addition, approval by Charleston County does not guarantee nor recommend approval from any other legal entity or governmental agency.

#### **§5.3.7 LEGAL NONCONFORMING WATER-DEPENDENT USES**

- A. Any Water-Dependent Use, as defined by this Article, that is a legal nonconforming use, has been permitted or application has been made for permitting to the State existing prior to June 17, 2008, shall be considered an existing Water-Dependent Use for the purposes of this Article. Any expansion of the existing use that is more intense or increases by 25 percent or more of the use shall be subject to all provisions contained within this Article.

## **CHAPTER 6 | USE REGULATIONS**

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## CHAPTER 6 | USE REGULATIONS

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*Articles 6.1 through 6.3 and Table 6.1.1 of the ZLDR shall not apply to the Real Property. Instead, section 4 of the Plan and Table 4-1 therein shall apply. Articles 6.4 and 6.5 of the ZLDR shall apply as modified herein. Article 6.6 shall not apply to the Real Property. Instead, section 4 of the Plan shall apply.*

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**ARTICLE 6.4 USE CONDITIONS**


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The following use conditions shall apply to principal uses ~~in any Zoning District~~ where these uses are allowed as "Conditional Uses" ~~or "Special Exceptions"~~ as shown in ~~Table 6.1-4 4.1 of the Plan.~~

**§6.4.1 ANIMAL PRODUCTION AND AGRICULTURAL PROCESSING USES**

Animal production and agricultural processing uses shall be subject to the following standards.

- A. In order to be permitted by right, such uses must be located on a lot with a minimum area of five acres. On lots with an area of under five acres, such uses are allowed only if reviewed and approved in accordance with the Special Exception procedures of this Ordinance.
- B. The use shall be set back at least 100 feet from road rights-of-way and property lines bordering undeveloped parcels. A minimum 200-foot setback shall be required from property lines abutting developed parcels.
- C. A minimum 50-foot buffer shall be maintained and planted within the setback area along all interior property lines.
- D. Any outdoor lighting shall be oriented and arranged to minimize spillover lighting and glare on surrounding roads and properties.

**§6.4.2 ATTACHED SINGLE-FAMILY DWELLINGS**

Attached Single family dwellings shall be subject to the following standards.

- A. **Number of Attached Units in a Single Structure**  
~~In R-4 and more restrictive districts, no single structure may contain more than two attached single-family dwellings. In all other districts n~~ No single structure may contain more than eight attached single family dwellings.
- B. **Lot Area**  
 The minimum lot area for attached dwellings shall comply with the minimum lot area standards of the ~~Plan underlying zoning district~~. Where a common area is provided, minimum lot area requirements may be calculated as an average lot area by counting a proportionate amount of the common area in calculating the area of each lot.
- C. **Accessory Structures**  
 All accessory structures shall be located on the property of the Attached Single family Dwelling and for the private use of the property occupant(s). A minimum interior setback of three feet is required between an accessory structure and the interior lot lines, provided that an accessory structure may be located on one of the zero lot lines when constructed of a material finish matching the dwelling unit exterior or is the same height and materially a part of a fence or wall.
- D. **Design Standards**
  - 1. The front facade of an attached single family dwelling may not include

more than 40 percent garage wall area.

2. The roof of each attached single family dwelling must be distinct from the other through either separation of roof pitches or direction, or other variation in roof design.
3. At least ten percent of the area of each facade that faces a street must be comprised of windows.

**E. Other Requirements**

Prior to development or redevelopment of attached housing on parcels in these districts, an applicant must complete site plan review and meet all standards of ~~this Ordinance~~ **the Plan**. Single family detached residences are exempt from this requirement.

**§6.4.3 HAIR, NAIL OR SKIN CARE SERVICES**

Hair, Nail or Skin Care Services shall be subject to the following standards:

- A. Hair, Nail or Skin Care Services shall be limited to a maximum of one chair in those districts in which they are allowed as a use subject to conditions, otherwise this use shall fall under the special exception (S) provisions of this Ordinance. There shall be no limit on the number of chairs in those zoning districts in which they are a use allowed by right(A).
- B. Where Hair, Nail and Skin Care Services are allowed as a use with conditions (C), this use shall have a maximum floor area of 5,000 square feet, otherwise this use shall fall under the special exception provisions of this Ordinance.
- C. Barber Shops, Beauty Salons, and Nail salons are allowed as a home occupation in all residential and agricultural districts with a maximum of one chair.

**§6.4.4 BED AND BREAKFASTS**

Bed and Breakfasts shall be subject to the following standards.

- A. The Bed and Breakfast must be residential in nature and comply with the Home Occupation regulations of Section 6.5.9 of this Chapter.
- B. No exterior alterations, other than those necessary to assure the safety of the structure, shall be made to any building for the purpose of providing a Bed and Breakfast.
- C. Bed and Breakfasts shall contain no more than ~~ten~~ **twelve** guest rooms.
- D. There shall be an owner or innkeeper/manager residing on the premises **unless otherwise approved by the ARB**.
- E. Meals may be served by the resident owner to paying guests staying at the Bed and Breakfast.
- F. Parking areas for bed and breakfast uses located in agricultural or residential

zoning districts shall be screened from view of residential zoning districts and



public rights-of-way by evergreen plant material that will provide opaque screening at the time of plant maturity.

#### §6.4.5 COMMUNICATIONS TOWERS

##### A. Purpose and Legislative Intent

The Federal Telecommunications Act of 1996 affirmed Charleston County 's authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The regulations of this Section are designed to site communications towers in Charleston County. It is the intent of these regulations to allow for the harmonious coexistence of communications towers and other land uses. It is also the intent of these regulations to reduce the overall negative impact of communications towers by:

1. Reducing the number of towers needed through a policy of encouraging co-location; and
2. If co-location is not feasible, encouraging the following:
  - a. The use of Stealth Tower Design, as defined in Section 6.4.5.C.1;
  - b. The clustering of towers ("tower farms");
  - c. The placement of towers away from roadways;
  - d. The provision of effective screening; and
  - e. The location of communicationsequipment on existing structures or within existing utility substations or uses.

##### B. Co-Location Exemption

Proposed communications equipment co-locating on existing towers and structures without adding to their height shall require only a Zoning Permit and shall not be subject to the requirements of this Section.

##### C. Stealth Tower Provision

1. For the purposes of this Section, the term "Stealth Tower" shall mean a communications tower designed to unobtrusively blend into its existing surrounding so as not to have the appearance of a communications tower. Examples of Stealth Towers include, but are not limited to, antenna tower alternative structures, architecturally screened roof- mounted antennas, building-mounted antennas painted to match the existing or proposed trees and landscaping, and antenna structures designed to look like lightpoles.
2. All proposed Stealth Tower designs must be approved by the Planning Director.
3. A complete zoning permit application for a Stealth Tower that meets all requirements of this Ordinance shall be approved.

**D. Tower Abandonment**

A tower that is not used for communication purposes for more than 120 days (with no new application on file for any communication user) is presumed to be out of service and the owner of such tower must notify the staff and remove the tower within 50 days. Towers which are not maintained by the owner according to the County Building Code shall be removed by the owner within 60 days. To assure the removal of towers which do not meet requirements for continued use or proper maintenance, a statement of financial responsibility shall be submitted for each tower over 100 feet and a performance bond for the amount of anticipated removal costs shall be posted for each tower over 150 feet. Removal costs shall be charged to the tower owner. The bond must be renewed as necessary to ensure that it is maintained at all times during the existence of the tower.

**E. Pre-Application Meeting**

Prior to submitting a formal application for a Zoning Permit for Communications Tower the applicant is required to attend one or more pre-application meetings. The purpose of the pre-application meeting is to address key issues which will help to expedite the review and permitting process. The Planning Director may conduct a site visit at the pre-application meeting.

**F. Zoning Permit Submittal Requirements**

Prior to Zoning Permit approval, all applications for Communications Towers shall complete the Site Plan Review process as provided in Chapter 3 of this Ordinance. In addition to any Site Plan Review requirements, the application must contain the following items:

1. A site plan, drawn to engineer's scale, showing the location of the tower guy anchors (if any), existing or proposed buildings and structures or improvements, including parking, driveways or access roads, fences, and protected and Grand Trees affected by the proposed construction. If there are no Grand Trees affected, a surveyor's statement on the Site Plan must be shown. Adjacent land uses shall also be noted on the site plan, with precise measurements noted between the proposed tower and any residential structures on surrounding properties.
2. The Site Plan must show a vegetated buffer, either existing or installed, that provides an effective screen from public rights-of-way and adjacent property owners. If a buffer is to be installed, its placement on the site will vary in order to provide the most effective screening from public view. Required materials will be based on installation of a 25' buffer around the fenced area.
3. The height and typical design of the tower, typical materials to be used, color, and lighting shall be shown on elevation drawings. The applicant shall submit documentation justifying the total height of any Communications Towers, facility and/or antenna and the basis therefore. Additionally, color and material samples shall be provided.
4. The tower must be located no closer to a residential structure than a distance equal to 1 ½ feet for each 1 foot in height of the proposed tower

plus 50 feet as measured from the center of the proposed tower. At a minimum, there must be a 150-foot distance between the proposed tower and a residential structure.

5. A 6 foot non-climbable fence must be placed around the tower (except for those designed in a manner compatible with Section 6.4.5.A.2, Stealth Exemption) and any associated building. Guy wires may be fenced separately.
6. The proposed tower shall only be illuminated as required by the Federal Communications Commission or Federal Aviation Administration. Nighttime strobe lighting shall not be incorporated unless required by the Federal Communications Commission or Federal Aviation Administration. If lighting is required, the applicant shall provide a detailed plan for sufficient lighting that shall be as unobtrusive and inoffensive as permissible under State and Federal regulations, and an artist's rendering or other visual representation showing the effect of light emanating from the site on neighboring habitable structures within fifteen-hundred (1,500) feet of all property lines of the parcel on which the Communications Towers are located.
7. Communications Towers shall contain a sign no larger than four (4) square feet to provide adequate notification to persons in the immediate area of the presence of an Antenna that has transmission capabilities. The sign shall contain the name(s) of the owner(s) and operator(s) of the antenna(s) as well as emergency phone number(s). The sign shall be located so as to be visible from the access point of the site. No other signage, including advertising, shall be permitted on any facilities, Antennas, Antenna supporting structures or Antenna Towers, unless required by law.
8. The proposed tower must be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. The fall zone shall be determined by an engineer certified by the State of South Carolina in a letter which includes the engineer's signature and seal.
9. Proposed towers may not be located within 1,000 feet of the center of an existing tower unless the applicant certifies that the existing tower does not meet the applicant's structural specifications and the applicant's technical design requirements, or that a co-location agreement could not be obtained at a reasonable market rate. In the event of the above situation, the clustering of new towers on the same parcel near existing towers is permitted.
10. A copy of the tower's search ring.
11. The Applicant shall supply the FAA study number for the proposed tower.
12. For the purposes of co-location review and review of efforts at siting a tower on the same lot near an existing tower, the applicant shall submit

satisfactory written evidence such as correspondence, agreements, contracts, etc., that alternative towers, buildings, or other structures are not available or suitable for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, providing a location free of interference from other communication towers, or available at the prevailing market rate (as determined by staff communication with persons doing business within the industry). Additionally, the applicant shall build the proposed tower in such a manner as may allow other telecommunication users to co-locate.

13. The tower shall be designed with excess capacity for future needs.
14. A statement of financial responsibility shall be submitted for each tower over 100 feet and a performance bond for the amount of anticipated removal costs shall be posted for each tower over 150 feet. The bond must be renewed as necessary to ensure that it is maintained at all times during the existence of the tower.
15. The applicant shall furnish a Visual Impact Assessment which shall include:
  - a. A "Zone Visibility Map" which shall be provided in order to determine locations where the Tower may be seen.
  - b. Pictorial representations of "before and after" view from key viewpoints both inside and outside the County, including but not limited to major highways and roads; state and local parks; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents.
  - c. An assessment of the visual impact of the tower base, guy wires and accessory buildings from abutting and adjacent properties and streets.

#### **G. Retention of Expert Assistance and Reimbursement by Applicant**

1. The County may hire any consultant and/or expert necessary to assist the County in reviewing and evaluating the application, including the construction and modification of the site, once permitted, and any requests for recertification.
2. For towers proposed to be 100 feet or higher, the applicant shall deposit with the County funds sufficient to reimburse the County for all reasonable costs of the consultant and expert evaluation and consultation to the County in connection with the review of any application including the construction and modification of the site, once permitted. The initial deposit shall be \$5,000.00. The application will not be processed until receipt of this initial deposit. The County will maintain a separate account for all such funds. The County's consultants/experts shall invoice the County for all its services in

reviewing the application, including the construction and modification the site, once permitted. If at any time during the process this account has a balance less than \$1,000.00, the applicant shall immediately, upon notification by the County, replenish said account so that it has a balance of at least \$5,000.00. Such additional account funds shall be deposited with the County before any further action or consideration is taken on the application. In the event that the amount held in the account by the County is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall be promptly refunded to the applicant. The applicant shall not be entitled to receive any interest earnings on unused funds.

3. The total amount of the funds needed as set forth in subsection 2 of this Section may vary with the scope and complexity of the project, the completeness of the application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.
4. Additional fees may be required if additional hearings before the board of Zoning Appeals are caused by or requested by the applicant.

#### **H. Surrounding Property Owner Notification**

1. In order to better inform the public, in the case of a new Communications Towers, the applicant shall hold a "balloon test" as follows: the applicant shall arrange to fly, or raise upon a temporary mast, a minimum of three (3) foot diameter brightly colored balloon at the maximum height of the proposed new tower. The dates (including a second date, in case of poor visibility on the initial date) shall be provided to the Planning Director ten (10) days after receipt of the complete application notice. The dates shall be set a minimum of fifteen (15) days prior to the Planning Director making a final decision on the Zoning Permit. The balloons shall be flown for ten (10) consecutive hours between 8:00 a.m. and 6:00 p.m.
2. Once the application is deemed complete by the Planning Director for a Communications Tower Zoning Permit, the Planning Department shall provide Parties in Interest, Neighbor, Posted and Newspaper Notice in accordance with the requirements of Section 3.1.6 of this Ordinance. The public notice shall include the dates of the balloon tests as provided by the applicant and the date the Planning Director must make a final decision on the Zoning Permit.

#### **I. Time Limit for Staff Review**

Upon receipt of an application deemed complete by the Planning Director for a Communications Tower Zoning Permit, the Planning Director shall have a maximum of 45 days to act on the application. The 45 days begins from the date the applicant is sent written notice of a complete application from the Planning Director. Failure to act on the application within 45 days will result in the applicant being granted a Zoning Permit.

**J. Zoning Permit Approval Criteria**

1. A complete zoning permit application for a Stealth Tower that meets all requirements of this Ordinance shall be approved.
2. Upon review of a complete application, no Zoning Permit shall be issued for a communications tower until the Planning Director determines that the proposed tower complies with the following criteria and standards:
  - a. That the location and height of the proposed tower will not substantially impact the character of property listed in or eligible for the National Register of Historic Places, other significant environmental, cultural or historical sites, officially designated scenic roads or rivers, and that the tower is designed to blend into the environment and minimize visual impact.
  - b. If a completely new tower is necessary, the applicant must provide written proof of attempts at co-location and siting a tower on the same lot near an existing tower were proven not feasible or practical.
  - c. That the applicant has pursued any available publicly owned sites and privately owned sites occupied by a compatible use, and if not utilized, that these sites are unsuitable for operation of the facility under applicable communications regulations and the applicant's technical design requirements.
  - d. Staff shall review and approve the color and materials to be used for the proposed tower.
3. If the Planning Director finds a proposed communications tower will have a substantially negative impact on a surrounding area or adjoining property, the use shall fall under the Special Exception (S) provisions of this Ordinance.

In determining whether the use shall fall under the Special Exception (S) provisions, the Planning Director may consider one or more of the following items:

- a. The proposed use will be detrimental to adjacent land uses including historical sites;
- b. The proposed use will have a negative aesthetic visual impact;
- c. The proposed use will have an adverse affect on the environment (not including radio frequency emissions); and
- d. The proposed use is contrary to the public health, safety or welfare.

**§6.4.6 DRIVE-IN THEATERS**

Drive-in Theaters shall be subject to the following standards:

- A. A use for this purpose shall have a setback 200 feet from any agricultural, residential or office zoning district. Adult drive-in theaters are subject to Section 6.4.18 of this Chapter.
- B. Such use shall be located as to draw a minimum of vehicular traffic to and through local streets in nearby residential areas.
- C. The principal vehicular access for such use shall be on a major thoroughfare or collector street having a right-of-way at least 60 feetwide.
- D. Vehicular entrances and exits shall be provided separately and not less than 100 feet apart.
- E. Between the street entrance and the ticket gate there shall be an area for vehicles waiting to pass the gate. Said area shall have such capacity as will make it ordinarily unnecessary for entering vehicles to wait in the street.

**§6.4.7 DWELLING GROUPS**

Where two or more principal single family residential structures are located on the same zoning lot, the following criteria shall apply:

- A. **Density/Intensity and Dimensional Standards**  
Density/intensity and dimensional standards of the ~~underlying zoning district Plan~~ shall apply. In each case, the distance between structures shall not be less than the sum of the minimum interior setbacks required. This distance shall be measured from the closest protrusion of each structure. Where no building footprint is indicated, a maximum of a 100-foot by 100-foot area shall be shown for each dwelling to indicate the area where each dwelling is to be constructed.
- B. **Facing of Dwelling Units**  
Each dwelling unit shall face (front) either a street, courtyard or outdoor living space.
- C. **Vehicle Access**  
Each dwelling group shall provide an access consistent with the Road Construction Standards in Appendix A of this Ordinance.
- D. **Other Zoning Requirements**  
Unless specifically modified by this Section, Dwelling Groups shall comply with all other requirements of this Ordinance for the district in which located.

**~~§6.4.8 RETIREMENT HOUSING, LIMITED~~**

~~Small Site Retirement Housing shall be subject to the following standards:~~

- A. ~~Such use shall be allowed only if reviewed and approved as a Special Exception in accordance with the procedures of this Ordinance.~~

~~A. Only existing single family dwelling units may be used for such facilities.~~

~~B. No more than ten residents shall be allowed within such facility.~~

~~C. Medical services shall not be permitted on the premises.~~

~~D. Small Site Retirement Housing will not include programs or treatment for individuals suffering from mental illness, drug addiction or alcoholism.~~

**E.D.** Facilities shall comply with all applicable state regulations.

#### **§6.4.9 FARM LABOR HOUSING**

Farm Labor Housing shall be subject to the following standards:

- A. Such use shall be set back 100 feet from road rights-of-way and property lines bordering undeveloped parcels. A minimum 200-foot setback shall be required from property lines abutting developed parcels.
- B. A minimum 50-foot buffer shall be maintained and planted within the setback area along all interior lot lines.
- C. For Farm Labor Housing that is not dormitory style, the minimum lot area for such use as a use permitted by right shall be five acres. Such use shall be allowed as a Special Exception on parcels under five acres in area.
- D. Farm Labor Housing shall be used on a seasonal basis only, not as year-round housing.

#### **§6.4.10 NATURE EXHIBITIONS**

- A. Where nature exhibitions are of public ownership or listed in the National Registry of Natural Landmarks or registered as a Heritage Site with the South Carolina Heritage Trust in accordance with the provisions of Act #600 of the 1976 Acts and Joint Resolutions, either in public or private ownership, accessory uses to acquire maintenance revenue are permitted.
- B. Accessory uses are limited to the retail sale of gifts, novelties, souvenirs, food services, and bicycle, horse or boat rental for on-premises use.
- C. Accessory structures so used shall not exceed ten percent in size of the principal structures when the nature exhibit is housed, or 1,200 square feet for each acre when the nature exhibit is not enclosed.
- D. Parking requirements for each accessory use, in addition to the parking requirements for the principal use, shall comply with the parking requirements for the type of use as specified in the Off-Street Parking Schedule of Chapter 9 of this Ordinance.
- E. Signs advertising accessory uses shall be located on the premises and not visible from a public road.



**§6.4.11 PARKS, RECREATION AND OUTDOOR RECREATION/ENTERTAINMENT**

Any structure established in connection with such uses shall have a setback of not less than 100 feet from any ***Lot or Development Parcel with an ~~property in an~~*** agricultural, residential or office ***use zoning district***, except where such property line abuts a street. in which case the front setback established ***in the Plan for the district*** shall apply.

**§6.4.12 RECREATIONAL VEHICLE PARKS**

Recreational Vehicle Parks shall be subject to the following standards:

**A. Location and Access**

Recreational Vehicle Parks shall be located in a public park or with direct access to a state or federal numbered highway or an approved County road. No entrance to or exit from a Recreational Vehicle Park shall be through an agricultural, residential or office zoning district.

**B. Site Conditions**

Condition of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants. No portion of the site that is subject to unpredictable and/or sudden flooding, subsidence, or erosion shall be used for any purpose that would expose persons or property to hazards.

**C. Spaces for Occupancy; Uses Permitted; Lengths Of Stay**

Spaces in recreational vehicle parks may be used by recreation vehicles, as defined herein. Spaces shall be rented by the day, week, or month only, and no recreational vehicle shall remain in the same trailer park for more than six (6) months. The recreational vehicle park owner shall be responsible for maintaining records of all recreational vehicles and their lengths of stay and shall make these records available to the Planning Director for review upon request.

**D. Site Planning and Required Improvements**

Site Planning and Improvements shall provide for:

1. Facilities and amenities appropriate to the needs of the occupants;
2. Safe, comfortable, convenient and sanitary use by occupants under all weather conditions to be expected during periods of occupancy; and
3. Protection of occupants from adverse environmental influences, and where appropriate, protection of the neighborhood from potential adverse influences within the recreational vehicle park.

**E. Relation of Spaces to Public Streets**

No space shall be located so that any part intended for occupancy for sleeping purposes shall be within 50 feet of the right-of-way line of any major thoroughfare or collector street, or within 25 feet of the right-of-way line of any other street.

**§6.4.13 RELIGIOUS ASSEMBLY**

All religious assembly uses shall comply with the Site Plan Review requirements of this Ordinance.

**§6.4.14 RESOURCE EXTRACTION/MINING**

All uses involving resource extraction shall complete the Site Plan Review process, which includes representatives from the Planning Department, Department of Public Works, South Carolina Department of Health and Environmental Control (SCDHEC), South Carolina Department of Transportation, State Historic Preservation Office, U.S. Army Corps of Engineers, Office of Ocean and Coastal Resource Management, and other departmental representatives deemed necessary by the Planning Director to address issues relevant to respective issues of the project. Before submitting an application for a Special Exception for a Resource Extraction use, the applicant shall show proof of application to the South Carolina Department of Health and Environmental Control (SCDHEC). Prior to Site Plan Review approval, the applicant shall receive Special Exception approval and approval from the SCDHEC. The Board of Zoning Appeals may, on a case-by-case basis, also require that the excavation area be screened, that a drainage plan be submitted and approved for the restoration of the site when excavation has been completed. When approval by the Board of Zoning Appeals has been granted to the applicant, the Planning Department will provide locator data by tax map data to the Environmental Health section of DHEC as well as to the Mosquito Abatement section of the Public Works Department.

**§6.4.15 RESTAURANTS, BARS AND LOUNGES SERVING ALCOHOLIC BEVERAGES**

All proposed bars, lounges and restaurants serving beer or alcoholic beverages located within 500 feet of the property line of a lot in a residential zoning district or a lot containing a residential use shall require review and approval in accordance with the Special Exception procedures of this Ordinance. Distances shall be measured from the nearest property line of the subject parcel to the nearest property line of a lot containing a residential use or located in a residential zoning district.

**§6.4.16 SELF-SERVICE STORAGE (MINI-WAREHOUSE) FACILITY**

Self-Service Storage facilities shall be subject to the following standards.

**A. Performance Standards****1. Front Setback**

All structures, including the accessory manager's office/apartment, must be set back a minimum of 25 feet from the right-of-way or the district minimum setback, whichever is greater.

**2. Side and Rear Buffers/Screening**

- a. Where projects about lots **dedicated to-zoned** office, commercial, or industrial **uses**, no side and rear setbacks are required.
- b. Where sites about **residential or mixed use residentially-zoned** properties, buildings adjacent to the perimeter must face inward with their doors away from such areas.

**3. Building Lengths and Access**

To ensure ease of access for emergency vehicles, no building shall exceed 300 feet in length. Spaces between ends of buildings shall be at least 30 feet.

**4. Accessory Office/Apartment**

One management office and/or accessory residence shall be permitted.

**5. Parking and Circulation**

- a. Project entrances shall be 30 feet in width.
- b. Roadway widths on interior drives shall be at least 24 feet in width where buildings face and open onto such drives on only one side. Where buildings face and open onto drives on both sides, widths of such drives shall be at least 34 feet.
- c. Turning radii, whether provided at the terminus of interior drives or at points between buildings, shall be at least 30 feet to provide for the maneuverability of emergency vehicles.

**6. Signs**

Signs shall comply with the requirements contained in Chapter 9 of this Ordinance. Signs shall not be attached to or displayed on walls or fences used as required screening.

**B. Operating Conditions****1. Commercial Activities**

The manufacture or sale of any commercial commodity or the provision of any service from the premises is prohibited.

**2. Commercial Repair Activities**

Commercial repairs of autos, boats, motors, furniture, or other items on the premises is prohibited.

**3. Storage of Flammable Substances**

Storage of flammable chemical substances within the complex is prohibited.

**4. Open Storage**

Open storage of automobiles and boats is permitted only where such areas are screened to comply with Landscaping, Screening and Buffer requirements contained in Chapter 9 of this Ordinance.

**§6.4.17 SEWAGE DISPOSAL FACILITIES**

Sewage Disposal Facilities shall be subject to the following standards:

- A. Sewage Disposal Facilities shall comply with the Site Plan Review requirements of this Ordinance; and

- B. Any structure established in connection with such uses shall have a setback of not less than 50 feet from any property line.

#### **§6.4.18 SEXUALLY ORIENTED BUSINESSES**

##### **A. Purpose and Intent**

It is the purpose of the regulations of this Section to regulate sexually oriented businesses in order to promote the health, safety and general welfare of the citizens of the county, and to establish reasonable and uniform regulations to prevent the continued deleterious locating and concentration of sexually oriented businesses within the county. The provisions of this Section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials including sexually oriented materials. Similarly, it is not the intent or effect of this Section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent or effect of this Section to condone or legitimize any use or act which is otherwise prohibited or punishable by law.

##### **Findings of Fact**

- B.
1. There are a number of sexually oriented businesses in Charleston County and it is in the interests of the health, safety, and welfare of the patrons of such businesses, as well as the citizens of Charleston County, to provide certain minimum standards and regulations for sexually oriented businesses, as well as the operators and employees of such businesses.
  2. Sexually oriented businesses generate secondary effects that are detrimental to the public health, safety and welfare. Additionally, sexually oriented businesses are frequently used for unlawful sexual activities, including public sexual indecency, prostitution and sexual encounters of a casual nature. Such businesses are of particular concern to the community when they are located in close proximity to each other, or close to schools, churches or parks and playgrounds.
  3. The concern over sexually transmitted diseases is a legitimate health concern of the county which demands reasonable regulation of sexually oriented businesses in order to protect the health and well-being of our citizens.
  4. Live entertainment presented by some sexually oriented businesses involves a considerable amount of bodily contact between patrons and semi-nude and nude employees and dancers, including physical contact, such as hugging, kissing and sexual fondling of employees and patrons. Many sexually oriented businesses have "couch" or "straddle" dancing, and in these "dances," employees sometimes do such things as sit in a patron's lap, place their breasts against the patron's face while physical contact is maintained, and gyrate in such a manner as to simulate sexual intercourse. Such behavior can lead to prostitution. The County Council recognizes that preventing prostitution and the spread of sexually

transmitted diseases are clearly within its police powers: *Southeastern Promotions, Inc. v. Conrad*, 341 F. Supp. 465, 477 (E.D. Tenn. 1972), rev'd on other grounds, 420 U.S. 546 (1975). The County Council believes that prohibiting physical contact between performers and patrons at a sexually oriented business establishment is a reasonable and effective means of addressing these legitimate governmental interests.

5. Licensing is a legitimate and reasonable means of accountability to ensure that operators of sexually oriented businesses comply with reasonable regulations, to facilitate the enforcement of legitimate location and distancing requirements, and to ensure that operators do not knowingly allow their establishments to be used as places of illegal sexual activity or solicitation.
6. The location of sexually oriented businesses close to residential areas diminishes property values and leads to conditions that give rise to crime in residential neighborhoods. Many studies performed in other communities indicate conclusively that property crimes and sexual crimes increase significantly in neighborhoods in which a sexually oriented business is located.
7. It is not the intent of this Section to suppress any speech activities protected by the First Amendment or to place any impermissible burden on any constitutionally-protected expression or expressive conduct by the enactment or enforcement of this Ordinance. Rather, it is the intent of the County Council to enact a "content neutral regulation" that addresses the secondary effects of sexually oriented businesses.

### **C. Definitions**

For the purposes of this Section, the following terms shall have the following meanings:

1. "Adult arcade" means any place to which the public is permitted or invited wherein coin-operated, slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to one or more persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."
2. "Adult bookstore", "Adult retail store" or "Adult video store" means a commercial establishment which excludes any person by virtue of age from all or part of the premises generally held opened to the public where products or equipment distinguished or characterized by a predominant emphasis or simulation of "specified sexual activities" or "specified anatomical areas" are sold, rented or displayed therein, (unless the business complies with the requirements of Section 6.4 .18C.2 .c. herein) or, which has as one of its principal business purposes, the sale or rental of any form, for consideration, one or more of the following:

- a. Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas."
  - b. Instruments, devices, paraphernalia or clothing which are designed for use in connection with "specified sexual activities," excluding condoms and other birth control and disease prevention products. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental, the specified materials which depict or describe "specified sexual activities or "specified anatomical areas."
  - c. "Adult bookstore," "Adult retail store" or "Adult video store" does not mean any establishment which displays , rents or sells sexually-explicit materials in an enclosed room equal to less than ten percent of the business's total square footage, and which prohibits anyone under 18 years of age from entering the room.
  - d. "Principal business purpose," as used in this Section, means that more than 25 percent of the "stock in trade" of the business is devoted to the display, rent or sale of items, products or equipment distinguished or characterized by a predominant emphasis on, or simulation of, "specified sexual activities" or "specified anatomical areas."
  - e. "Stock in trade" for purposes of this subsection shall mean the greater of:
    - i. The retail dollar value of all items, products or equipment readily available for purchase, rental, viewing or use by patrons of the establishment, excluding material located in any storeroom or other portion of the premises not regularly open to patrons; or
    - ii. The total volume of shelf space and display area.
3. "Adult cabaret" means a nightclub, bar, restaurant or similar commercial eating or drinking establishment, which regularly features:
    - a. Persons who appear in a state of nudity.
    - b. Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

- C. Films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
4. "Adult car wash" means a car wash where some or all of the employees are semi-nude or nude and/or where "specified sexual activities" occur or "specified anatomical areas" are exhibited.
  5. "Adult motel" means a hotel, motel or similar commercial establishment which:
    - a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions. which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas;" and which may have a sign visible from the public right-of- way which advertises the availability of these types of photographic reproductions, or
    - b. Routinely offers a sleeping room for rent for a period of time that is less than eight hours, or
    - c. Routinely allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than eight hours, or
    - d. Evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented and vacated two or more times in a period of time that is less than eight hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this Section.
  6. "Adult motion picture theater" means a commercial motion picture theater, one of whose principal business purposes is, for any form of consideration, to regularly show films, motion pictures, video cassettes, slides or similar photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
  7. "Adult theater" means a commercial theater, concert hall, auditorium, or similar commercial establishment, one of whose principal business purposes is to regularly feature persons who appear in a state of nudity, or which features live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."
  8. "Certificate of Nonconformity" means a certificate issued by the Charleston County Planning Department to any sexually oriented business which is operating at the time of the enactment of this Chapter, and is not in compliance with one or more of its provisions.

9. "Dancer" means an employee of a sexually oriented business who entertains patrons through expressive forms of dance and/or movement.
10. "Employee" means an individual working and performing services for any sexually oriented business, including any independent contractor who provides services on behalf of any sexually oriented business to the patrons of such business.
11. "Established" or "establishment", as used in this Chapter, means and includes any of the following:
  - a. The opening or commencement of any sexually oriented business as a new business.
  - b. The conversion of an existing business, whether or not a sexually oriented business, to a sexually oriented business.
  - c. The addition of any sexually oriented business to any other existing sexually oriented business.
  - d. The relocation of any sexually oriented business.
12. "Health club", as used in this Chapter, means a health club where some or all of the employees are nude or semi-nude, or in which "specified sexual activities" occur or "specified anatomical activities" are exhibited.
13. "Licensee" means a person in whose name a Sexually Oriented Business Regulatory License to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a Sexually Oriented Business Regulatory License.
14. "Live entertainment", for purposes of this Chapter, means a person who appears nude, semi-nude, or a performance which is characterized by the exposure of "specified anatomical areas" or "specified sexual activities."
15. "Nude model studio" means any place where a person appears in a state of nudity or displays "specified anatomical areas" and is observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any other form of consideration, and such place is not subject to an exemption pursuant to any provision herein.
16. "Nude, Nudity or state of nudity" means: (a) the appearance, real or simulated, of a bare human buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or (b) a state of dress which fails to completely cover a human buttocks, anus, male or female genitals, pubic region or areola or nipple of the female breast.
17. "Operate " or "causes to be operated", as used in the Chapter, means to cause to function or to put or keep in operation.



18. "Operator" means any person on the premises of a sexually oriented business who is authorized to exercise overall operational control of the business, or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a sexually oriented business whether or not the person is an owner, part owner, or licensee of the business.
19. "Patron" means any person who pays a sexually oriented business any form of consideration for services provided to him or her by the sexually oriented business.
20. "Person" means an individual proprietorship, partnership, corporation, association, or other legal entity.
21. "Semi-nude" or "semi-nudity" means a state of dress in which clothing covers no more than the genitals of a man, or the pubic region and areolae of the breasts of a woman.
22. "Sexually oriented business" includes an adult arcade, adult bookstore, adult retail store or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, nude model studio, or any other business, such as a car wash or a health club, which offers, for consideration, materials or services characterized as depicting "specified sexual activities" or "specified anatomical areas", or whose employees perform services in a state of nudity or semi-nudity.
23. "Sexually Oriented Business Regulatory License" means a special annual operating license necessary for a sexually oriented business to do business in Charleston County. Such license is in addition to a Charleston County Business License, and is issued by the Charleston County Planning Department.
24. "Specified anatomical areas" means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.
25. "Specified sexual activities" means and includes any of the following:
  - a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts.
  - b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy.
  - c. Masturbation, actual or simulated.
  - d. Excretory functions as part of or in connection with any of the activities set forth in A. through C. above.
26. "Substantial enlargement" of a sexually oriented business means the increase in floor areas occupied by the business by more than 25

percent, as the floor areas exist on the date the original Charleston County Zoning Permit was obtained.

27. "Transfer of ownership" or control of a sexually oriented business means and includes any of the following:
  - a. The sale, lease or sublease of the business.
  - b. The transfer or securities which constitute a controlling interest in the business, whether by sale, exchange or similar means.
  - c. The establishment of a trust, gift or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.
28. "Viewing Room" means the room, booth, or area where a patron of a sexually oriented business would ordinarily be positioned while watching a film, video cassette, video reproduction, or live production.

#### **D. Permits and Licenses; Application**

1. Every person engaged or intending to engage in a sexually oriented business is required to obtain a Sexually Oriented Business Regulatory License.
2. A person commits a misdemeanor if he or she operates a sexually oriented business without a valid Zoning Permit and Business License and Sexually Oriented Business Regulatory License issued by Charleston County.
3. An application for a Zoning Permit and/or a Sexually Oriented Business Regulatory License must be made on a form provided by the Planning Department. The application must be accompanied by a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be prepared by an architect, engineer or surveyor, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus 6 inches.
4. The applicant must be qualified according to the provisions of Article 6.4.18.E and the premises must be inspected and found to be in compliance with applicable State laws by the South Carolina Department of Health and Environmental Control (DHEC) and the Building Official.
5. If an entity wishing to operate a sexually oriented business is an individual, he or she must sign the application for a Sexually Oriented Business Regulatory License as applicant. If an entity wishing to operate a sexually oriented business is other than an individual, each individual

who has a ten percent or greater interest in the business must sign the application for a Sexually Oriented Business Regulatory License as an applicant.

6. The fact that a person possesses other types of state or county permits and/or licenses does not exempt him or her from the requirements to obtain a Sexually Oriented Business Regulatory License.
7. All licenses granted pursuant to this Chapter shall be for a term of one year. Said term shall commence on January 1 of each year and terminate upon December 31 of the same year. Applications for a license filed at any other time during the year shall be treated the same as if they were filed January 1 of that year and shall terminate on December 31 of that same year, and no proration shall be permitted.
8. The completed application shall contain the following information and shall be accompanied by the following documents:
  - a. If the applicant is:
    - i. An individual, the individual shall state his or her legal name and any aliases and shall submit satisfactory proof that he or she is eighteen (18) years of age;
    - ii. A partnership, the partnership shall state its complete name, and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any;
    - iii. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the statutes of the state, or in the case of a foreign corporation, evidence that it is currently authorized to do business in the state, the names and capacity of all officers, directors and principal owners, and the name of the registered corporate agent and the address of the registered office for service of process;
    - iv. A limited liability company shall state its complete name, the date of filing of the articles of organization and operating agreement, the names of all managers and members.
  - b. Whether the applicant or any other individual listed under subsection (A) of this Section had worked under or has had a previous Sexually Oriented Business Regulatory License under this Chapter or other adult business or adult entertainment ordinance from another state, city or county denied, suspended or revoked, including the name and location of the adult business for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation.

- c. Whether the applicant or any other individual listed under subsection (A) for this Section holds any other licenses under this Chapter or other similar adult business ordinance from another city, county or state and, if so, the names and locations of such other permitted business.
  - d. The location of the proposed sexually oriented business, including a legal description of the property, street address and telephone number(s), if any.
  - e. Proof of the applicant's right to possession of the premises wherein the sexually oriented business is proposed to be conducted.
  - f. The applicant's or any other individual's listed, pursuant to subsection (A) of this Section, mailing address and residential address.
  - g. A photocopy of the driver's license or other government issued identification card for the individuals listed in subsection (A) of this Section.
9. If the applicant is an individual, he/she must sign the application for a license. If the applicant is a corporation it must be signed by the president or vice president, attested to by the secretary or assistant secretary, and each individual having a 10 percent or greater interest in the corporation. If the applicant is a general or limited partnership it must be signed by a general partner. If the applicant is a limited liability company it must be signed by the manager and each individual having a 10 percent or greater interest in the company.
  10. If an omission or error is discovered by the Planning Director, the application will be returned to the applicant for completion or correction without further action by the Planning Director. Any application rejected due to an omission or error shall be refiled only when the omission or error has been remedied. For the purposes of this Chapter, the date the Planning Director accepts an application which is complete shall be the date the application is deemed to be filed with the Planning Director.
  11. In the event that the Planning Director determines that the applicant has improperly completed the application, he/she shall promptly notify the applicant of such fact and allow the applicant thirty (30) days to properly complete the application. The time period for granting or denying a license shall be stayed during the period in which the applicant is allowed an opportunity to properly complete the application.
  12. Applicants for a license under this Chapter shall have a continuing duty to promptly supplement application information required by this Section in the event that said information changes in any way from what is stated on the application. The failure to comply with said continuing duty within thirty (30) days from the date of such change, by supplementing the

application on file with the Planning Director, shall be grounds for suspension or revocation of a Sexually Oriented Business Regulatory License.

**E. Approval/Denial of License:**

1. The Planning Director shall approve or deny the issuance of a Sexually Oriented Business Regulatory License to an applicant within thirty (30) days after receipt of a completed application. The Planning Director shall deny a license if:
  - a. The applicant (if a natural person) is under the age of eighteen (18) years;
  - b. The applicant has made a false statement upon the application or has given false information in connection with an application;
  - c. The applicant or any holder of any class of stock, or a director, officer, partner or principal of the applicant has had an adult business license revoked or suspended anywhere within the state within one year prior to the application;
  - d. The applicant has operated an adult business which has determined to be a public nuisance under state law or this code within one year prior to the application;
  - e. A corporate applicant is not in good standing or authorized to do business in the state;
  - f. The applicant is overdue in the payment to the County of taxes, fees, fines or penalties assessed against him/her/it or imposed against him/her/it in relation to an adult business;
  - g. The applicant has not obtained the required sales tax license; or
  - h. The applicant of the sexually oriented business is in violation of, or is not in compliance with, any of the provisions of this Section.
2. In the event that the Planning Director denies a license, he/she shall make written findings of fact stating the reasons for the denial, and a copy of such decision shall be sent by first class mail to the address shown in the application. An applicant shall have the right to a hearing before the Board of Zoning Appeals as set forth in subsection J below. A written request for such hearing shall be made to the Planning Director within ten (10) days of the date of the denial of the license by the Planning Director. This hearing shall be held within sixty (60) days from the date a timely request for hearing is received. If no such hearing is held or if no order is issued within the time set forth below following such hearing, the application shall be deemed approved.

- a. At the hearing referred to above, the Board of Zoning Appeals shall hear such statements and consider such evidence as the Planning staff, enforcement officers, the applicant or other party in interest, or any other witness shall offer which is relevant to the denial of the license application by the Planning Director.
  - b. If the Board of Zoning Appeals determines that the applicant is ineligible for a license per subsection (A) of this Section, it shall issue an order sustaining the Planning Director's denial of the application, within five (5) days after the hearing is concluded, which shall include findings of fact. A copy of the order shall be mailed to the applicant at the address supplied on the application.
  - c. The order of the Board of Zoning Appeals made pursuant to this Section shall be a final decision and may be appealed to the circuit court pursuant to the provisions of the SC Local Government Planning Act, as may be amended from time to time. Failure of an applicant to timely follow the limits specified above constitutes a waiver by him/her/it of any right he/she/it may otherwise have to contest denial of his/her/it license application.
3. If any county official or department fails to render a timely decision pursuant to the terms of this Section then said official or department shall be deemed to have approved or consented to the issuance of the requested license.
  4. The Sexually Oriented Business Regulatory License, if granted, shall state of its face the names of the persons to whom it is granted, the expiration date, and the address of the sexually oriented business. The Sexually Oriented Business Regulatory License shall be posted in a conspicuous place at or near the entrance of the sexually oriented business so that it may be easily read at any time.

#### **F. Temporary Permits**

1. An applicant may apply for a temporary permit if a Sexually Oriented Business Regulatory License has been denied by the Planning Director, an appeal has been denied by the Board of Zoning Appeals and an appeal or other legal challenge is pending in the circuit court.
2. The temporary permit application shall include all information required by the Sexually Oriented Business Regulatory Ordinance.
3. The temporary permit application shall also include written evidence of the pendency of the appeal to the circuit court.
4. The completeness of the temporary permit application will be determined within five (5) days of its submittal.
5. After submittal of a complete application, the Planning Director shall issue the temporary permit within five (5) days.

6. Upon issuance, the applicant may commence its sexually oriented business adult use as set forth in the permit, pending compliance with other applicable non-sexually oriented business laws, rules and regulations.
7. In the event that denial of a Sexually Oriented Business Regulatory License is upheld by the courts, an investment or construction undertaken during the time of temporary permit must be removed and the business ceased. The applicant shall not have the right to continue with any business or recoup any investment from the County. Revocation of the permit shall not be considered a taking.

**G. Inspection**

1. An applicant or licensee shall permit representatives of the Sheriff's Office, South Carolina Department of Health and Environmental Control (DHEC), local Fire Department, Planning Department, Legal Department and/or Building inspections department to inspect the premises of a sexually oriented business for the purpose of ensuring compliance with the law, at any time it is occupied open for business.
2. The licensee (or the licensee's agent or employee) of a sexually oriented business commits a misdemeanor if he or she refuses such lawful inspection of the premises at any time it is occupied or open for business. Such refusal is also grounds for suspension or revocation of a Sexually Oriented Business Regulatory License.

**H. Expiration of Sexually Oriented Business Regulatory License**

1. A Sexually Oriented Business Regulatory License must be renewed each year, at least 2 weeks prior to the expiration date.
2. If, after denying the issuance or renewal of a Sexually Oriented Business Regulatory License, the Planning Director finds that the basis for denial of the license has been corrected or abated, the applicant may then be granted a Sexually Oriented Business Regulatory License .

**I. Suspension of Sexually Oriented Business Regulatory License**

The Planning Director shall suspend a Sexually Oriented Business Regulatory License for a period not to exceed 30 days if the Planning Director determines that a licensee or an employee of a licensee:

1. Has violated or is not in compliance with any provision of this Section.
2. Has refused to allow an inspection of the sexually oriented business premises as authorized by this Section.
3. Has knowingly permitted gambling by any person on the sexually oriented business premises.

**J. Revocation of Sexually Oriented Business Regulatory License**

1. The Planning Director shall revoke a Sexually Oriented Business Regulatory License if a cause of suspension in Section 6.4.18H occurs and the Sexually Oriented Business Regulatory License has previously been suspended within the preceding 12 months.
2. The Planning Director shall revoke a Sexually Oriented Business Regulatory License if the Planning Director determines that:
  - a. The licensee gave false or misleading information in the material submitted to the Zoning or Business License Departments during the application process;
  - b. The licensee or an employee knowingly operated the sexually oriented business during a period of time when the licensee's Sexually Oriented Business Regulatory License was suspended; or
  - c. A licensee or an employee has knowingly allowed any act of sexually intercourse, sodomy, oral copulation or masturbation to occur in or on the permitted and/or licensed premises.
3. If subsequent to revocation, the Planning director finds that the basis for the revocation of the Sexually Oriented Business Regulatory License has been corrected or abated, the applicant may be granted a Sexually Oriented Business Regulatory License.

**K. Appeal of Designation, Suspension or Revocation of Sexually Oriented Business Regulatory License**

A sexually oriented business or a Licensee may appeal, in writing, the Planning Director's designation of a business as a sexually oriented business, or the suspension or revocation of a Sexually Oriented Business Regulatory License to the Board of Zoning Appeals in accordance with the procedures of Article 3.13.

**L. Transfer of Sexually Oriented Business Regulatory License**

Each Sexually Oriented Business Regulatory License issued hereunder is non-transferable. A licensee shall not transfer a Sexually Oriented Business Regulatory License to another sexually oriented business, nor shall a licensee operate a sexually oriented business under the authority of a Sexually Oriented Business Regulatory License at any place other than the address designated in the application.

**M. Location Restriction**

1. A person commits a misdemeanor if he or she operates or causes to be operated a sexually oriented business outside of the zoning district where the use is allowed. (See Article 6.1).
2. A person commits a misdemeanor if he or she operates or causes to be operated a sexually oriented business within 1,000 feet of:



- a. A facility for Religious Assembly;
  - b. A public or private school;
  - c. A boundary of any residential zoning district;
  - d. A public park adjacent to any residential zoning district; and
  - e. The property line of a lot occupied by a residential use.
3. A person commits a misdemeanor if he or she causes or allow the operation, establishment, or maintenance of more than 1 sexually oriented business in the same building, structure or portion thereof, or the substantial enlargement of floor areas of any sexually oriented business in any building, structure or portion thereof containing another sexually oriented business without the issuance of Sexually Oriented Business Regulatory License for each use and every expansion.
  4. For the purpose of this Section , measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a facility for Religious Assembly, a public or private school, to the nearest boundary of any residential zoning district, a public park adjacent to any residential zoning district, or the nearest property line of a lot occupied by a residential use.
  5. No expansion of the uses or physical structure of a building housing a sexually oriented business shall occur without the issuance of a Sexually Oriented Business Regulatory License for each use and expansion.

**N. Regulation of Adult Car Washes**

Nude or semi-nude employees of adult car washes must not be able to be seen from any public right-of-way or adjoining parcels. Necessary fencing and/or buffers, as set forth in the relevant chapters of this Ordinance, must be placed around the establishment in order to ensure that patrons can only view the employees once the patrons are inside the establishment.

**O. No Fondling or Caressing**

It is a misdemeanor for any nude or semi-nude employee or dancer to fondle or caress any patron, and no patron shall fondle or caress any nude or semi-nude employee or dancer.

**P. Nonconforming Sexually Oriented Business**

1. Any sexually oriented business operating on the date the original Sexually Oriented Business Regulations were enacted by Charleston County Council (Section 6.4.18), that is found to be in violation of any of the location provisions of Article 6.4.18L above, shall be deemed a nonconforming use, and upon written notification by the Planning Director, must obtain a Certificate of Nonconformity from the Planning

Department. A certified nonconforming use will be permitted to continue to operate for a period not to exceed 1 year before being licensed.

2. If the sexually oriented business does not, within 6 months of notification by the Planning Director, obtain a Certificate of Nonconformity, then the business will be deemed in violation of the Ordinance, and will not be permitted to continue to operate more than 6 months after the date that the regulations of this Section (Article 6.4.18) first became effective.
3. No nonconforming use shall be increased, enlarged, extended or altered except that the use may be changed to a conforming use.
4. If 2 or more sexually oriented businesses are within 1,000 feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at that particular location is the conforming use and the later-established business is the nonconforming use.
5. Any sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use due to the subsequent location of a church, public or private elementary or secondary school, public park, residential district, or a residential lot within 1,000 feet of the sexually oriented business. This provision applies only to the renewal of a valid Sexually Oriented Business Regulatory License, and does not apply when an application for a Sexually Oriented Business Regulatory License is submitted after a Sexually Oriented Business Regulatory License has expired or has been revoked.

**Q. Adult Motels Prohibited**

A person in control of a sleeping room in a hotel, motel, or similar commercial establishment, commits a misdemeanor if he or she rents or sub-rents a sleeping room to a person, and then, within 8 hours from the time the room is rented, rents or sub-rents the same sleeping room again, as such creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this Section. For purposes of this Section, "rent" or "sub-rent" means the act of permitting a room to be occupied for any form of consideration.

**R. Six-Foot Distance Rule**

1. No nude or semi-nude employee or nude or semi-nude dancer shall perform live entertainment within six feet of any patron, nor shall any patron experience live entertainment within six feet of any nude or semi-nude employee or nude or semi-nude dancer, in a sexually oriented business. In the case of adult car washes, the six-foot distance rule necessitates that patrons get out of their vehicles, and watch the vehicles being washed no less than 6 feet away from the nude or semi-nude employees.
2. Sexually oriented businesses with live entertainment shall conspicuously post a sign that advises patrons that they must be at least 6 feet away from nude or semi-nude dancers at all times.

**S. Gratuities**

1. No patrons shall personally pay or personally give a gratuity to any nude or semi-nude dancer or nude or semi-nude, employee in a sexually oriented business establishment. Gratuities can be placed in containers at a location away from the nude or semi-nude dancer, or handed to clothed employees. In the alternative sexually oriented businesses could charge a cover charge, and prohibit all gratuities.
2. No nude or semi-nude dancer or nude or semi-nude employee a sexually oriented business shall solicit or accept any pay or gratuity personally from a patron.
3. Sexually oriented businesses with nude or semi-nude dancers or nude or semi-nude employees shall conspicuously post a sign that advises patrons that gratuities to be paid personally to nude or semi-nude dancers and nude or semi-nude employees are prohibited.

**T. Additional Regulations Pertaining to the Exhibition of Sexually Explicit Films and Videos, Adult Arcades and Health Clubs**

A person who operated or causes to *be* operated a sexually oriented business, as defined in this Section, which exhibits on the premises in a viewing room of less than 150 square feet of floor space, a film, video cassette or other video reproduction which depicts "specified sexual activities" or "specified anatomical areas", or which allows "specified sexual activities" or "specified anatomical areas", or which allows "specified sexual activities" to occur in a separate room in the establishment shall comply with the following requirements:

1. Upon application for a Sexually Oriented Business Regulatory License, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of 1 or more manager's stations and the location of all overhead lighting fixtures, and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed 32 square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object, and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Planning Director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
2. The application shall be sworn to be true and correct by the applicant.
3. No alteration in the configuration or location of a manager's station may be made without the prior approval of the Planning Director.

4. It is the duty of the owners and operator of the premises to ensure that at least 1 employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.
5. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has 2 or more manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.
6. It shall be the duty of the owners and operator, and also the duty of any agents and employees present in the premises, to ensure that the view area specified in subparagraph "5" remains unobstructed by any doors, walls, merchandise, display racks or other materials at all times and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subparagraph "1" of this Section.
7. No viewing room, nor any room or enclosed area in a health club that cannot be viewed from the manager's station, may be occupied by more than 1 person at any time.
8. In order to ensure that places to which patrons access are adequately illuminated, the premises shall be equipped with overhead lighting fixtures at an illumination at least 1 candle foot as measured at the floor level.
9. It shall be the duty of the owners and operator, and also the duty of any agents and employees present in the premises, to ensure that the illumination described above is maintained at all times that any patron is present in the premises.
10. A person having a duty under subparagraphs 1. through 9. above commits a misdemeanor if he or she knowingly fails to fulfill that duty.

#### **U. Exemptions**

It is a defense to prosecution under this Section that a person appearing in a state of nudity did so in a modeling class operated:

1. By a proprietary school licensed by the State of South Carolina; a college, junior college, or university supported entirely or partly by taxation.
2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.

3. In a structure:
  - a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing.
  - b. Where, in order to participate in a class, a student must enroll at least three days in advance of the class.
  - c. Where no more than one nude model is on the premises at any one time.

**V. Violations**

Refer to provisions contained in Chapter 11, Violations, Penalties and Enforcement.

**W. Severability**

If any provision of this Chapter or its application to any circumstance is held by a court of competent jurisdiction to be invalid for any reason, this holding does not affect other provisions or applications of this Chapter which can be given effect without the invalid provision or application, and to this end, the provisions of this Chapter are severable.

**§6.4.19 SINGLE FAMILY DETACHED AFFORDABLE HOUSING UNITS**

To promote ownership or occupancy of affordable, quality housing by low-income households, property within the **PD**, AG-8 or any AGR, RR-3, S-1, S-2, S-3, or R-4 zoning district may be approved for subdivision and development in accordance with the density/intensity and dimensional standards of this Section (see Section 6.4.19F below). The entity developing the subject parcel must construct new residential housing for the provision of affordable housing as certified by Charleston County. The purchaser or tenant of the affordable household, at the time of closing or rental agreement, must meet the **HUD** definition of low-income. The following standards of this Section must also be met:

**A. Single Family Detached Affordable Housing Units**

Single family detached affordable housing units shall meet the low-moderate income standards as defined by the United States Department of Housing and Urban Development or the Low Income definition, which is a household income 80 percent or below the median household income for Charleston County.

**B. Ownership**

Single family detached affordable housing units shall be sold or rented to qualified low-moderate income households, as defined in Section 6.4.19A.

**C. Density/Intensity and Dimensional Standards**

1. The maximum density and minimum lot area standards listed in the ~~following table~~ **Plan** shall apply to single family detached affordable housing units, **notwithstanding the following table.**

Zoning District	Maximum Density	Minimum Lot Area
AG-10	1 dwelling unit per 5 acres	1 acre
AG-8	3 dwelling units per acre	8,000 square feet
AGR and RR-3	3 dwelling units per acre	8,000 square feet
S-3	4 dwelling units per acre	8,000 square feet
R-4	6 dwelling units per acre	4,000 square feet

2. Single family detached affordable housing units in the AG-10 Zoning District shall comply with the dimensional standards of the underlying base zoning district, as contained in Chapter 4, Base Zoning Districts, where no standard is listed in the table above.
3. Single family detached affordable housing units in the **AG-8**, AGR, RR-3, S-3, and R-4 Zoning Districts shall comply with the dimensional standards of the R-4 Zoning District, as contained in Chapter 4, Base Zoning Districts, where no standard is listed in the table above.

**D. Uses**

1. Single family attached housing units and duplexes are allowed in the R-4 Zoning District if they meet all requirements of this Section.
2. Only single family detached affordable housing units are allowed in the AG-10, ~~AG-8~~, AGR, RR-3, and S-3 Zoning Districts.

**§6.4.20 STABLE**

Boarding or riding stables shall require a minimum lot area of five acres. Riding areas and trails shall be limited to the subject parcel upon which the stable is located unless documentation is provided granting access onto other lands. Such documentation shall be provided through written and recorded documents.

**§6.4.21 UTILITY SUBSTATIONS**

Electricity regulating substations, gas pressure control stations, or similar utility substations shall be subject to the following standards:

- A. Utility Substations shall comply with the Site Plan Review requirements of this Ordinance;
- B. Any structure shall have a setback of not less than 25 feet from all property lines or the minimum setback of the ~~underlying zoning district Plan~~, whichever is greater; and
- C. The storage of vehicles and equipment on the premises shall be prohibited except in Community Commercial (CC) or Industrial (I) Zoning Districts.

**§6.4.22 VEHICLE SERVICE, LIMITED**

Vehicle Service, Limited shall be subject to the following standards:

- A. No outdoor storage of vehicles shall be permitted in conjunction with a limited vehicle service use; and

- B. ~~In zoning districts subject to conditions (C), this use shall have a maximum floor area of 5,000 square feet, otherwise this use shall fall under the special exception procedures of this ordinance.~~

#### §6.4.23 BONA FIDE FORESTRY OPERATIONS

For this use to be allowed, the contiguous parcels must have five acres or more of forest land. Additionally, if a parcel is harvested of Grand Trees (excluding Live Oak species per section 9.4.1.B. 2.d.) ~~the mitigation requirements in section 9.4 of this Ordinance shall apply zoning permits or development applications may not be submitted within five years of issuing permit or development applications may not be submitted within five years of issuing permit for the harvest because, it shall be presumed that such harvest was done in anticipation of future development and is not considered a bona fide forestry activity as defined by this ordinance. Any person seeking to rebut this presumption shall have the burden of proving their claim by clear and convincing evidence.~~

"Bona fide forestry operations" shall mean that the property is eligible for, and actually used for forestry or timber operations, and written application has been approved by the County Assessor for the special assessment for agricultural use for the property in question pursuant to SC Code Section 12-43-220, SC Department of Revenue Regulation 117-1780.1. and other applicable statutes, rules and regulations.

#### §6.4.24 MANUFACTURED HOUSING UNITS

##### A. Replacement in R-2, R-3, R-4, M-8, and M-12 Zoning Districts

The replacement of manufactured housing units shall be allowed by right in the R-2, R-3, R-4, M-8, and M-12 Districts if the Manufactured Housing Unit has been removed within 60 days of the receipt of the application by the Planning Director. If the Manufactured Housing Unit was removed prior to 60 days of the receipt of the application, this use must comply with the requirements and procedures of 6.4.24B and C of this Section.

##### B. Requirements in RR-3, S-1, S-2, S-3, R-2, R-3, R-4, M-8, and M-12 Zoning Districts

Manufactured housing units placed in RR-3, S-1, S-2, S-3, R-2, R-3, R-4, M-8, and M-12 Zoning Districts shall be skirted by: manufactured skirting, or other materials suitable for exterior use, including corrosion-resistant metal, fiberglass/plastic, wood/wood siding (both must be protected from the elements by water resistant solution/substance), decay resistant wood/pressure treated lumber, and masonry concrete. The enclosed crawl space under the manufactured housing unit must be ventilated. Skirting placed on manufactured housing units in any Federal Emergency Management Agency (FEMA) Flood Hazard Boundary Area must comply with any applicable FEMA requirements.

##### C. Placement in R-4, M-8, and M-12 Zoning Districts

Placement of a manufactured home within the R-4, M-8, and M-12 Zoning Districts is conditional upon determination by the Planning Director that:

1. The area within 300 feet of the parcel proposed for manufactured home placement is characterized either entirely of manufactured homes or a mix of site built and manufactured homes. (The mix shall contain a minimum number of manufactured homes equivalent to twenty-five percent (25%) of the number of existing principal residences located on

parcels within 300 feet of the subject property); and

2. If the Planning Director determines that the area is not characterized either entirely of manufactured homes or by a mix of site built and manufactured homes, the use shall fall under the Special Exception procedures of this Ordinance.

#### **§6.4.25 SINGLE FAMILY DETACHED DWELLING UNITS IN NON-RESIDENTIAL ZONING DISTRICTS**

Single family detached dwelling units shall be allowed in all non-residential zoning districts subject to the following conditions:

- A. A maximum of one single family detached dwelling unit shall be allowed per zoning lot in non-residential zoning districts;
- B. Dwelling units for security or maintenance personnel as accessory structures, per Section 6.5.1C of this Ordinance, shall not be permitted on the same zoning lot as a single family detached dwelling unit; and
- C. The single family detached dwelling unit must meet all dimensional standards of the non-residential zoning district in which it is located.

#### **§6.4.26 PERSONAL IMPROVEMENT EDUCATION**

In zoning districts subject to conditions (C), personal improvement education shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

#### **§6.4.27 HISTORICAL SITE**

In zoning districts subject to conditions (C), the operation of historical sites shall be restricted to the hours between 7:00 a.m. and 8:00 p.m., otherwise this use shall fall under the special exception procedures of this Ordinance.

#### **§6.4.28 POSTAL SERVICE, UNITED STATES**

In zoning districts subject to conditions (C), any postal service facility shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

#### **§6.4.29 ADULT OR CHILD DAY CARE FACILITY**

All adult or child day care facilities shall comply with the Site Plan Review procedures contained within this Ordinance.

#### **§6.4.30 RECREATION OR ENTERTAINMENT, INDOOR**

No indoor shooting ranges shall be allowed in the Commercial Transition (CT) zoning district.

#### **§6.4.31 UTILITY SERVICE, MINOR**

Minor Utility Service uses shall comply with the Limited Site Plan Review requirements of this Ordinance and shall obtain a clearing and grubbing permit prior to commencement of such activities.

Minor Utility Service shall be underground in the Commercial Transition (CT) zoning district.



**§6.4.32 PET STORES OR GROOMING SALONS, SMALL ANIMAL BOARD, AND VETERINARY SERVICES**

In the nonresidential zoning districts, pet stores, grooming salons, small animal boarding and veterinary services shall have a maximum floor area of 2,000 square feet or less; otherwise these uses shall fall under the special exception procedures of this Ordinance. In the agricultural and residential zoning districts, pet stores, grooming salons, small animal boarding and veterinary services shall have a maximum floor area of 1,500 square feet, otherwise these uses shall fall under the special exception procedures of this Ordinance.

**§6.4.33 BANKS AND FINANCIAL SERVICES**

In zoning districts subject to conditions (C), banks and financial services shall have a maximum floor area of 5,000 square feet or less; otherwise these uses shall fall under the special exception provisions of this Ordinance.

**§6.4.34 CATERING SERVICE**

- A. In zoning districts subject to conditions (C), a structure or structures used for catering services shall have a maximum floor area of 5,000 square feet.
- B. In zoning districts subject to Special Exception provisions (S), a structure or structures used for catering services shall have a maximum floor area of 2, 000 square feet.
- C. On-site retail sales are prohibited.
- D. All catering service uses shall comply with the Site Plan Review requirements of this Ordinance.

**§6.4.35 ADMINISTRATIVE OR BUSINESS OFFICE, GOVERNMENT OFFICE, AND PROFESSIONAL OFFICE**

In zoning districts subject to conditions (C), administrative or business office, government offices, and professional offices shall have a maximum floor area of 5,000 square feet or less; otherwise these uses shall fall under the special exception provisions of this Ordinance.

**§6.4.36 SPECIAL TRADE CONTRACTORS**

Special Trade Contractors shall be subject to the following standards:

- A. This use excludes any tractor trailer containers in outside storage areas; and
- B. ~~In zoning districts subject to conditions (C), this use shall have a maximum area of 5,000 square feet including the building and any outside storage, otherwise this use shall fall under the special exemption procedures of this Ordinance.~~

**§6.4.37 PARKING LOTS**

In the Commercial Transition (CT) zoning district, all parking lots shall have one canopy tree per six parking spaces and a maximum of fifteen spaces in a row between trees.

**§6.4.38 CONSUMER GOODS RENTAL SERVICE**

In zoning districts subject to conditions (C), consumer goods rental services shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.39 BOAT YARD**

If a boat yard provides dry stack or wet slip storage of watercraft or direct access to the water, this use shall be considered a Water-Dependent Use and subject to the Water-Dependent Use requirements contained in Chapter 5 of this Ordinance.

**§6.4.40 REPAIR SERVICE, CONSUMER**

Repair Service, Consumer shall be subject to the following standards:

- A. ~~In zoning districts subject to conditions (C), consumer repair services shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.~~
- A. ~~In the Neighborhood Commercial (CN) zoning district, n~~ No outside storage will be allowed.

**§6.4.41 LIQUIFIED PETROLEUM GAS DEALERS**

The amount of storage for liquid petroleum gas dealers shall be limited to 40,000 gallons per site.

**§6.4.42 BUILDING MATERIALS OR GARDEN EQUIPMENT AND SUPPLIES DEALERS**

Building Materials or Garden Equipment and Supplies Dealers shall be subject to the following standards:

- A. This use excludes any tractor trailer containers in outside storage areas; and
- B. ~~In zoning districts subject to conditions (C), this use shall have a maximum area of 5,000 square feet including the building and any outside storage, otherwise this use shall fall under the special exception procedures of this Ordinance.~~

**§6.4.43 FOOD SALES**

In zoning districts subject to conditions (C), food sales shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.44 RETAIL SALES OR SERVICE, GENERAL**

In zoning districts subject to conditions (C), retail sales or service, general shall have a maximum floor area of 5,000 square feet or less; otherwise the use shall fall under the special exception procedures of this Ordinance.

**§6.4.45 SERVICE STATION, GASOLINE**

In zoning districts subject to conditions (C), gasoline service stations shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.46 CONSUMER CONVENIENCE SERVICES**

In zoning districts subject to conditions (C), consumer convenience services shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.47 PERSONAL IMPROVEMENT SERVICES**

In zoning districts subject to conditions (C), personal improvement services shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.48 SERVICES TO BUILDING OR DWELLINGS****A. Services to Buildings or Dwellings**

In zoning districts subject to conditions (C), services to buildings or dwellings shall have a maximum floor area of 5,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**B. Landscaping Services**

1. In zoning districts subject to conditions (C), a structure or structures used for landscaping services shall have a maximum floor area of 2,000 square feet; and
2. All landscaping service uses shall comply with the Site Plan Review requirements of this Ordinance.

**§6.4.49 FREIGHT FORWARDING FACILITIES**

In zoning districts subject to conditions (C), freight forwarding facilities shall have a maximum floor area of 10,000 square feet or less; otherwise this use shall fall under the special exception procedures of this Ordinance.

**§6.4.50 GOLF COURSES**

Golf courses shall be subject to the following standards and criteria:

- A. An impact analysis must be submitted that indicates the potential number of members, the characteristics of the golf course membership, a traffic impact analysis and a complete site analysis as detailed below:

**1. Required Site Analysis**

The layout of any golf course shall be determined after preparing the required site analysis. The detailed site analysis will be done in order to identify the site's most significant environmental, historic, cultural, and natural resources. The site analysis will include:

**a. Vegetation**

Characteristics of a vegetation survey related to land use will describe principal, predominant, and significant vegetation, by type, condition, age, use, and general or specific location. Features in the survey will include trees and shrubs, agricultural fields, treelines, native vegetation, orchards, groves, woodlots, pastures, wetlands,

forests, and grasslands. The vegetation survey shall indicate any significantly large trees or endangered plant or animal species that may reside on the site and is protected by law.

- b. **Historical, Archaeological and Cultural Resources**  
Historical resources located within the proposed golf course development must be identified on the plat. Sources such as the County of Charleston Historical Survey (1991), state registers, and federal registers such as the National Register of Historic Places shall be utilized in identifying these resources. The historical survey is important for noting structures and areas that must be protected as designated landmarks.
- c. **Adjacent Land Use Patterns**  
Land use on adjacent properties shall be identified. Features such as, but not limited to, roads, rice dams, traditional settlement areas, cemeteries, clusters of structures, parks, marinas, and logging areas shall be shown.
- d. **Hydrography**  
All water features including streams and sensitive areas on the site, such as wetlands and riparian corridors, must be located. The purpose of locating these features is to limit disturbance of soil and vegetation that affect water quality features. Hydrography shall be used to determine where water required wetland buffers and other requirements such as drainage easements will be located. Wetland buffers of 50 feet are required on all saltwater marshes, and 35 feet on all protected freshwater wetlands. All water bodies - rivers, streams, drainage channels, marshes or wetland, floodplains and aquifers must be inventoried or identified.
- e. **Wildlife Habitat Areas**  
The purpose of identifying wildlife areas is to assess the ecological conditions of the landscape and to provide continuation of these habitat areas. Features of this survey shall include the presence of any threatened or endangered species, natural areas vital to wildlife species, habitat areas that are connected to larger undisturbed natural habitat (connected habitat system). Through this method the study will develop key points or areas that should be left undeveloped, then define those areas most suitable for development.

~~B. Within the RM, AG, AGR, RR-3, S-1, S-2, S-3, R-2, R-3, and R-4 Zoning Districts, only Audubon International "Signature Program" golf courses will be allowed.~~

- B. Potential sites should be selected which allow the golf course to be routed in such a way as to minimize the need to alter, create or remove existing native landscapes, trees, and vegetation, and which provide opportunities for restoration/enhancement of valuable habitat.

- C. Sites which have Archaeologically or Geologically significant and sensitive or critical habitat or environmental features shall be identified and either relocated or preserved through careful golf course design. Permanent open space easements or other techniques may be used, as appropriate, to effect preservation. The site design shall identify areas for restoration, replanting, and enhancement of riparian and littoral habitat to re-establish wildlife migration corridors and lineages between fragmented habitat areas. Protection and planned restoration/enhancements for such areas during construction and ongoing operation must be ensured. Native habitats and communities of special value to threatened/endangered species shall be preserved to the greatest extent possible, consistent with State and Federal regulation.
- D. Each site selected [as a] golf course development will likely have a variety of habitat types present. These habitat types must be identified and provisions made for routing of the course or relocation of the species.
- E. The site plan should protect drainage systems that support retained vegetation. Ponds shall be developed which mimic conditions in terms of both aesthetics and habitat.
- F. Structures and buildings should be located such that impacts to habitats and significant natural areas are avoided.
- G. Design and Construction Standards

#### **1. Marshes, Creeks and Wetlands**

- a. The golf course design must attempt to minimize the number of marsh, creek or wetland crossings. Marsh, creek or wetland crossings must be designed in such a way to minimize erosion and harmful effects of significant habitat and migration corridors.
- b. Bridges must minimize alteration of the marsh, creek or wetland environment.
- c. Design must create and restore riparian habitat, especially in previously degraded habitat areas, and must reduce the impact of alterations necessitated by design and construction of the course.
- d. The course design must employ vegetated buffer strips of sufficient width to mitigate impacts to riparian corridors and other significant habitat which may result from surface drainage of the golf course, cart paths, and other developed areas. In certain circumstances where riparian vegetation has been degraded or does not exist, turf grass and rough areas may be located in closer proximity to the marshes, creeks and wetlands.
- e. Cart paths must be graded such that runoff from them generally does not flow directly into any marsh, creek or wetland.
- f. Construction fencing/siltation barriers must be utilized during the

construction phase where needed to protect habitat and marsh, creek or wetland areas.

## 2. Trees

- a. The selected site must not be heavily forested (with more than 60 percent tree canopy coverage).
- b. The design of the course and related facilities must maximize the preservation of clusters or significant stands of trees, particularly grand trees, and otherwise preserve "interior" habitat areas.
- c. Irrigation systems shall be designated to avoid impacting existing oaks or other sensitive vegetation.
- d. If required by the Planning Director, a certified professional arborist, botanist, or forester shall be employed by the applicant to evaluate the status of the trees and related habitats on the site and provide direction for restoration and/or enhancement of impacted trees.
- e. Cart paths within the drip lines of trees slated for preservation must be grated in such a way as to not damage or stress the tree.
- f. Barriers (curbs, fencing, vegetation, etc.) should be established to discourage cart and pedestrian travel off paths located within or adjacent to sensitive habitat.

## 3. Water Quality

- a. Lined artificial storage ponds must not be located in prime groundwater recharge areas.
- b. Turf grass species and landscaping around buildings should be selected which are drought resistant or tolerant and which are suited for any special site characteristics or soil conditions.
- c. State-of-the-art irrigation systems with site meteorological monitoring capability should be used to minimize water use.
- d. If on-site wells or ponds are to be used as the irrigation water source, analysis will be required to determine the safe yield in order to prevent aquifer, off-site wells and/or marsh, creek or wetland depletion. The developer will be held responsible for any negative impact on water supplies to adjacent or nearby properties.
- e. Paved areas should be limited in order to minimize impermeable surfaces, and thereby reduce surface runoff.
- f. The project should employ established best management practices pursuant to the Non-Point Source Program guidelines to control non-point source (stormwater) runoff pollution. For example:

impervious liners for detention/retention ponds and water hazards to protect ground and surface water quality; buffer strips, oil/grease separators or other recommended techniques for parking area drainage systems; grease traps and other recommended technologies for facilities such as golf cart maintenance or wash areas to prevent untreated runoff from entering the natural aquatic environmental berms, vegetative strips, grease traps, or other recommended technologies in parking areas for drainage controls to minimize pollution to nearby riparian areas and surface waters.

- g. The overall drainage system should be designed to insure that there is no increase in the velocity or amount of off-site flows during major storm events.

#### 4. Archaeology

- a. The design of the course must preserve significant archaeological areas and/or historical features present on the site.
- b. Significant archaeological sites must be staked, flagged, or fenced off to insure their protection.

#### 5. Noise

- a. Where possible, clubhouse facilities and other noise-generating uses and facilities should be located away from neighbors who might be impacted.
- b. Roads must be sited such that traffic noise is minimized for adjacent areas.

#### 6. Growth-Inducing Impacts

- ~~a. This project should not provide infrastructure improvements that would be capable of serving new development other than the proposed project.~~
- ~~b. The project should not stimulate economic expansion or growth (e.g. major changes in tax revenue base, employment expansion, etc.) other than that necessary to serve this proposed project.~~
- e-a. The project should not establish a precedent for significant change in current *Comprehensive Plan* policy.
- e-b. In cases where the golf course developer owns lands adjacent to the project site, a plan for the potential development of those adjacent lands should be submitted for evaluation.
- e-c. Deed restrictions, open space easements, or other appropriate techniques must be used to mitigate or prevent growth-inducing impacts inside the development.

- I. Notification  
Upon the receipt of a complete application for a golf course, the Planning Department shall notify neighbors within a 300-foot radius, parties in interest and place notification in the newspaper within ten (10) days. All notifications shall be done in accordance with the provisions contained in Chapter 3 of this Ordinance.
- J. Time Limit for Staff Review  
Upon the receipt of a complete application for a golf course, the Planning Department shall have a maximum of 45 days to act on the application. Staffs failure to act on the application within 45 days will result in the applicant being granted a Zoning Permit.

#### **§6.4.51 SOLID WASTE DISPOSAL FACILITY**

- A. Solid Waste Disposal Facilities located in the Resource Management (RM) Zoning District shall comply with all of the requirements contained in the South Carolina Solid Waste Policy and Management Act of 1991, as amended.
- B. The following requirements shall apply to Solid Waste Disposal Facilities located in or proposed to be located in the Industrial (I) Zoning District:
  - 0. Solid Waste Disposal Facilities that were legally established before April 21, 1999 shall be deemed Uses Permitted by Right, as defined in Chapter 12 of this Ordinance.
  - 1. Any proposed Solid Waste Disposal Facilities, except existing Solid Waste Disposal Facilities, shall fall under the special exception procedures of this Ordinance.
  - 2. All Solid Waste Disposal Facilities shall comply with all of the requirements contained in the South Carolina Waste Policy and Management Act of 1991, as amended.

#### **§6.4.52 CONTAINER STORAGE FACILITIES**

- A. Facilities for or including container storage (whether temporary or permanent), shall be subject to the following additional standards:
  - 1. Uses shall be separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by way of one of the following:
    - a. A suitably landscaped earthen berm sufficient to screen neighboring or nearby property from the facility; and in no event less than eight (8) feet in height above finished grade; or
    - b. A solid concrete, brick or masonry wall of not less than ten (10) feet in height above finished grade and completely screened from view from public rights-of-way by way of a vegetative buffer; or



- c. A minimum vegetative buffer depth of two hundred (200) feet along the boundaries adjacent to any property zoned Residential (R) and a minimum vegetative buffer depth of fifty (50) feet otherwise. This buffer shall be located within the required setback as described in Section 6.4.52.3.b.
  2. Container yard light fixtures installed after January 1, 2005, shall be a type that minimizes fugitive light scatter and shall be directed into the container yard away from neighborhoods. In addition, yard light fixtures installed after January 1, 2005, shall not be visible above the tree line from adjacent residential neighborhoods.
  3. Storage within a container yard shall be restricted by the following:
    - a. Container stacking may be permitted, where appropriate, pursuant to an approved container stacking plan. Such plan shall, at a minimum, include a site plan showing the location of all abutting streets and sidewalks, all internal travel-ways, a stagger stacking schedule, and the proposed maximum stacking heights. A suitable stacking plan shall feature a slope not exceeding a rise/run of  $\frac{1}{2}$ , shall include a perimeter setback of not less than thirty (30) feet from the nearest stored container, the nearest sidewalk edge, or right-of-way edge, and shall indicate how the stacking plan meets all other requirements of this Ordinance; and
    - b. Container and chassis storage is not permitted within three-hundred fifty (350) feet of the boundary adjacent to any property zoned Residential (R) and within fifty (50) feet otherwise. In addition, containers stacked in the yard shall not be visible above the tree line from adjacent residential neighborhoods. Structures may be allowed in the area beyond the required buffer where container and chassis storage is prohibited, provided that proposed structures meet all requirements of this Ordinance and receive Site Plan Review Approval.
  4. In those instances which proposed container storage facilities are viewed by the Planning Director as having a substantially negative impact on a surrounding area(s) or adjoining property(ies), based on the facility's location, proposed use, permitted use, or actual use of the property, the Planning Director shall bring the matter to the next available meeting of the Board of Zoning Appeals for hearing and decision, pursuant to Article 3.13.
- B. Amortization Provided  
Any facility involved in, or location used for, the purposes provided within Section 6.4.52 and not zoned Industrial (I) as of November 20, 2001 shall cease operations no later than November 20, 2004. Any facilities engaged in stacked storage as of November 20, 2001, shall come into compliance with Section 6.4.52 by November 20, 2004, and shall be bound by the three (3) year general amortization schedule provided for herein above.

**§6.4.53 CEMETERIES**

Cemeteries require ~~a minimum five-acre lot area~~, a minimum 25-foot landscaped buffer from adjacent properties, and completion of the Site Plan Review process. Non-commercial, family cemeteries shall be allowed. Cemeteries on the same lot as or on a lot adjacent to a religious facility shall be allowed as a use of right.

**§6.4.54 KENNEL**

A minimum of a five-acre lot, and a minimum of a 100-foot screened and landscaped buffer from all adjacent properties is required.

**§6.4.55 RECYCLING COLLECTION, DROP-OFF**

Facilities providing recycling collection drop-off centers shall comply with the Site Plan Review procedures contained within this Ordinance.

**§6.4.56 AIRPORTS, HELIPORTS AND OTHER AIRCRAFT LANDING/TAKEOFF FACILITIES**

Facilities providing landing and/or takeoff areas, service, hanger, or storage for aircraft, helicopters, lighter than air aircraft, hot-air balloons, or other similar craft, must comply with the Planned Development Procedures contained within this Ordinance.

**§6.4.57 SPECIALIZED MANUFACTURING**

- A. In zoning districts subject to condition (C), a structure or structures used for specialized manufacturing shall have a maximum floor area of 2,000 square feet and shall have no more than five (5) non-resident employees.
- B. All activities related to the specialized manufacturing use shall be confined to a structure that is entirely enclosed.
- C. On-site retail sales are prohibited.
- D. All specialized manufacturing uses shall comply with the Site Plan Review requirements of this Ordinance.

**§6.4.58 SWEETGRASS BASKET STANDS**

Vehicle parking for sweetgrass basket stands shall be located entirely out of all travel lanes with a minimum of two (2) feet of clearance between the edge of the travel lane and any parked vehicle or sweetgrass basket stand.

**§6.4.59 TATTOO FACILITIES**

- A. Tattoo facilities shall be prohibited within 1,000 feet of a church, school, or playground. This distance shall be the shortest route of the ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground;
- B. All proposed tattoo facilities located within 1,000 feet of a property line of a lot in a residential zoning district, or a lot containing a residential use shall require review and approval in accordance with the Special Exception procedures of this Ordinance. The distance shall be measured from the nearest property line

of the subject parcel to the nearest property line of a lot containing a residential use or located in a residential zoning district;

- C. All proposed tattoo facilities may only provide tattooing and may not engage in any other retail business including, but not limited to, the sale of goods or performing any form of body piercing other than tattooing;
- D. All proposed tattoo facilities shall comply with all regulatory requirements of the State of South Carolina;
- E. Tattoo facility uses shall comply with the Site Plan Review requirements of this Ordinance and all other applicable provisions of this Ordinance and all other applicable laws, rules, and regulations; and
- F. When the provisions of this Ordinance require that Neighbor Notice be provided, the requirements of Section 3.1.6.B.3 shall apply with the exception that all property owners within 1,000 feet of the subject property shall be included in the Neighbor Notice.

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## ARTICLE 6.5 ACCESSORY USES AND STRUCTURES

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### §6.5.1 ACCESSORY USES AND STRUCTURES ALLOWED

Permitted uses and approved Special Exception uses shall be deemed to include accessory uses and structures that are necessarily and customarily associated with, and appropriate, incidental, and subordinate to the allowed principal use. These uses may be located on the same Lot as the principal use or other Lots. **The ARB may permit, permit with conditions, or prohibit any accessory uses on the Real Property or any portion thereof which are not necessarily and customarily associated with, and appropriate, incidental, and subordinate to the allowed principal use.** Accessory uses and structures shall be subject to the same regulations as apply to principal uses and structures in ~~the Plan each zoning district~~, unless otherwise expressly stated.

#### A. Agricultural

Accessory Agricultural uses shall include all residential accessory uses and those accessory uses and activities customarily associated with agricultural operations, as determined by the Planning Director. Barns and farm-related structures, including roadside stands selling sweetgrass baskets or indigenous produce grown or produced on the farm where the roadside stand is located, shall be allowed on all parcels in Agricultural zoning districts, even if the subject parcel does not contain a primary structure. Manufactured homes, modular building units, and pre-manufactured container units may be used for non-residential purposes only in all agricultural zoning districts subject to the following requirements as well as those in the Charleston County building Code, as amended.

##### 1. Applicability

This Section applies to any Permanent Storage Unit, as defined in subsection B.

##### 2. Definitions

For purposes of this Section the following definitions apply:

- a. "Manufactured Housing Unit", "Modular Building Unit", and "Pre-Manufactured Container Units" are defined in Article 12.
- b. "Rear Yard" means the area between the rear of the principal building and the rear lot line.
- c. "Permanent Storage Unit" means any manufactured housing unit, modular building unit, or pre-manufactured container unit exceeding 120 square feet in size that is used solely for non-residential purposes.

### 3. Location

- a. Permanent Storage Units may be established as an accessory use to any dwelling unit in an AGR, AG-8, AG-10, AG-15, **RM**, Community Commercial (CC), or Industrial (I) Zoning District. Permanent Storage Units are not permitted in any other zoning district.
- b. Permanent Storage Units are permitted only in the rear yard.

### 4. Permitting

Permanent Storage Units shall not be established or placed on lots or parcels unless the Planning Director has issued a zoning permit authorizing the unit. (See Article 3.8)

### 5. Screening

- a. Permanent Storage Units shall be completely screened from view along any lot line except the rear lot line, and along any lot line abutting a waterway. The screening must conform to subsection 2, below.
- b. Screening shall include at least one (1) of the following:
  - i. The principal building and any existing vegetation on the lot; or
  - ii. If the methods in subsection a, above, are not sufficient to provide complete screening, a minimum Residential Class A buffer (refer to Section 9.5.4.B.5) or a minimum six (6) foot high masonry wall must be provided between the Permanent Storage Unit and the required lot lines.
- c. The Planning Director may waive the screening requirements if the Residential Storage Unit complies with the Building Design Standards in subsection 6, below.

## 6. Building Design

### a. Applicability

Subsections i. through v., below, apply to all Permanent Storage Units, regardless of screening.

- i. The building footprint of the Permanent Storage Unit shall not occupy more than five hundred (500) square feet.
- ii. The building height of the Permanent Storage Unit shall not exceed twelve (12) feet.
- iii. Permanent Storage Units must be installed, underskirted, and anchored in the same manner as the principal building.
- iv. All moving or towing apparatus must be removed or concealed with skirting, including hitch, wheels and axles.
- v. Bare metal is prohibited as an exterior building material.

## 7. Existing Permanent Storage Units

Permanent Storage Units in existence prior to July 19, 2006 shall be considered to be existing legal non-conforming structures.

## B. Residential

The following uses and structures shall be allowed as accessory uses and structures to allowed Residential uses:

1. Fences and walls;
2. Garages, carports and off-street parking areas;
3. Gate houses and guardhouses;
4. Home occupations, subject to Section 6.5.9;
5. Playhouses, patios, cabanas, porches, gazebos and incidental household storage buildings;
6. Radio and television receiving antennas;
7. Recreational and play facilities for the use of residents;
8. Solar collectors, subject to Section 6.5.4;
9. Tennis courts, swimming pools and hot tubs;
10. Accessory Dwelling Units, subject to Section 6.5.7;
11. Barns and farming-related structures even if the subject parcel does not contain a primary structures or use, provided that no agricultural or farm-

related structure on a parcel of one acre or less in an R-2, R-3, R-4, M-8, or M-12 district shall exceed 250 square feet in area;

12. The selling of sweetgrass baskets is allowed as an accessory use in all Agricultural Zoning Districts and in RR-3, S-1, S-2, S-3, R-2, R-3, and R-4 Zoning Districts;
13. Other necessary and customary uses determined by the **ARB Planning Director** to be appropriate, incidental and subordinate to the principal use of the property, subject to compliance with any standards contained within this Ordinance.

### C. Commercial and Industrial

The following uses and structures shall be allowed as accessory uses and structures to allowed Commercial and Industrial uses:

1. One dwelling unit for security or maintenance personnel;
2. Fences and walls;
3. Gates and guard houses;
4. **Off street** parking **and loading** areas (which may be located on a separate parcel pursuant to therequirements contained in Chapter 9);
5. Radio and television receiving antennas and support structures;
6. Recreation areas and facilities for the use of employees;
7. Cafeterias, dining halls and similar food services when operated exclusively for the convenience of employees, clients, or visitors to the principal use;
8. Day care facilities when operated exclusively for the convenience of employees of the principal use;
9. Gift shops, news stands and similar commercial activities operated exclusively for the convenience of employees, clients, or visitors to the principal use;
10. Solar Collectors, subject to Section 6.5.4;
11. **Off street parking**
12. **Temporary Real Estate office**
13. **Temporary construction facilities**
14. Other necessary and customary uses determined by the **Planning Director ARB** to be appropriate, incidental and subordinate to the principal use on the lot, subject to compliance with any standards contained within this Ordinance.

### D. Institutional and Civic

The following uses and structures shall be allowed as accessory uses and structures to allowed Institutional and Civic uses:

1. Refreshment stands and food and beverage sales located in uses



- involving public assembly;
2. Cafeterias, dining halls and similar food services when operated primarily for the convenience of employees, residents, clients, patients or visitors to the principal use;
  3. Gift shops, news stands and similar commercial activities operated primarily for the convenience of employees, residents, clients, patients or visitors to the principal use;
  4. Recreation areas and facilities for the use of employees;
  5. Solar Collectors, subject to Section 6.5.4 of this Chapter;
  6. Off street parking
  7. Temporary real estate offices
  8. Temporary construction facilities; and
  9. Other necessary and customary uses determined by the Planning Director ARB to be appropriate, incidental and subordinate to the principal use on the lot, subject to compliance with any standards contained within this Ordinance.

#### **§6.5.2 TIME ESTABLISHMENT**

Unless otherwise expressly permitted by the in this Ordinance ARB, no accessory use shall be established and no accessory structures shall be allowed on the subject parcel until after all required permits and approvals for the principal use or activity have been obtained and there are no current zoning and/or building code violations on the property.

#### **§6.5.3 ACCESSORY STRUCTURES IN RESIDENTIAL, OR, AND CT ZONING DISTRICTS**

Unless otherwise expressly stated and in addition to any other applicable provisions of this Ordinance, accessory structures in Residential, OR and CT zoning districts shall be subject to the following standards:

- A. An accessory structure erected as an integral part of the principal structure shall be made structurally a part thereof, shall have a common wall therewith, and shall comply in all respects with the requirements of these and other regulations applicable to principal structures.
- B. A detached accessory structure shall be located:
  1. On the rear of the lot, behind the principal structure. This limitation shall not apply to carports or garages;
  2. At least six feet from any existing dwelling or dwelling under construction;
  3. At least three feet from any interior lot line in a residential district; if in an OR or CT district that abuts a residential district, the accessory structure in the OR or CT district shall be located at least ten feet from the abutting interior lot line; when an OR or CT district abuts another O , C or I district, setbacks for accessory structures are not required; and
  4. If on a corner lot, the accessory structure shall not project in front of the

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front building line required or existing on the adjacent lot.

- C. A detached accessory structure may be constructed on an adjacent vacant lot if both lots are in the same ownership.
- D. Accessory structures shall be included in lot coverage;
- E. See also the Accessory Dwelling Unit provisions of Section 6.5.7 contained within this Chapter.

#### **§6.5.4 SOLAR COLLECTORS**

Solar Collectors shall be permitted provided that the following performance standards are met:

- A. Roof-mounted residential building Solar Collectors located on front or side building roofs visible from the public right-of-way shall not extend above the peak of the roof plane where it is mounted, and no portion of any such Solar Collector shall extend more than 24 inches as measured perpendicularly to the roof at the point where it is mounted.
- B. Roof-mounted residential building Solar Collectors located on the rear or interior side building roofs shall not extend above the peak of the roof plane where it is mounted and no portion of any such Solar Collector shall extend more than four feet as measured perpendicularly to the roof at the point where it is mounted.
- C. Ground-mounted Solar Collectors shall not exceed eight feet in total height and shall be located to meet all setback requirements.
- D. All utility service lines serving a ground-mounted solar system shall be located underground.
- E. Any system incorporated into a nonresidential building shall be integrated into the basic form and main body of the building. If roof mounted, all collector panels shall fit into the form of the roof; if the building's roof is sloped or if "rack" mounting is used on a flat roof, the mounting must be concealed from view at street level. Exposed rack supports and free-standing collectors apart from the main building shall not be permitted.
- F. Roof mounted solar energy systems mounted on "accessory or detached buildings" are allowed on detached garages or swimming pool equipment buildings. Detached "greenhouses" are also acceptable. No free-standing panels shall be allowed.
- G. If an active solar or photovoltaic solar system is utilized, all components servicing the collector panels shall be concealed, including mechanical piping and conduits.
- H. All exposed metal shall be of a color that will blend into its surroundings.

#### **§6.5.5 ACCESSORY STORAGE OF MAJOR RECREATIONAL EQUIPMENT**

No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.

*No major recreational vehicles or equipment shall be parked or stored on a residential lot (unless fully enclosed within a garage) or in any location not approved for such use*

*by the ARB. Notwithstanding the foregoing, the ARB may permit, permit with conditions, or prohibit any recreational vehicles or equipment from being parked or stored on the Real Property or any portion thereof.*

**§6.5.6 ACCESSORY RETAIL SALES AND PERSONAL SERVICES**

Personal services and retail sales established with the express purpose of providing a convenience for tenants of multi-family or office development shall be permitted, subject to the following limits:

- A. The accessory activity shall be located on the same zoning lot as the principal use.

**§6.5.7 ACCESSORY DWELLING UNITS**

~~In Agricultural and Residential zoning districts~~ one accessory dwelling unit may be established on an existing zoning lot if reviewed and approved, subject to the following standards:

- A. ~~The zoning lot must have a minimum area at least 50 percent larger than the minimum area required for a principal residential structure.~~
- B. Only one accessory unit shall be permitted per zoning lot.
- C. The heated gross floor area of the accessory dwelling unit shall not exceed 800 square feet ~~in any Residential district or shall not exceed 1,500 square feet in any Agricultural district.~~
- D. Separate electrical meters shall not be allowed for attached accessory dwellings.

**§6.5.8 MANUFACTURED HOUSING UNITS**

- A. In Agricultural zoning districts, a manufactured housing unit may be used for one caretaker's quarters. It shall not be permitted for other than residential use unless authorized elsewhere in this Ordinance.
- B. Applications to use manufactured housing units for temporary use while construction is in progress on a permanent structure shall be submitted to the Planning Director for a Construction Permit in accordance with Temporary Zoning Permit requirements of this Ordinance. Such a temporary unit shall be removed from the premises within 30 days of issuance of a Certificate of Occupancy for the permanent structure.
- C. Manufactured housing units may be utilized for classroom and related use for a two-year period or as otherwise expressly provided in the approval of a Special Exception. The period of use may be extended upon application and proper findings by the Board of Zoning Appeals.
- D. Where needed for the general welfare of the public, governmental entities may utilize manufactured housing units as classrooms, clinics, offices and caretaker's quarters, provided Special Exception approval has been obtained.
- E. Manufactured housing units, modular building units and pre-manufactured container units shall not be allowed as accessory uses nor as accessory structures for purposes of permanent storage units unless they are located in an AGR, AG-8, A-10, AG-15, RM, Community Commercial (CC), or Industrial (I) Zoning District and comply with the provisions of Section 6.5.1.A.

## §6.5.9 HOME OCCUPATIONS

### A. General

Some types of work can be conducted at home with little or no effect on the surrounding neighborhood. The home occupation regulations of this Section are intended to permit residents to engage in home occupations, while ensuring that home occupations will not be a detriment to the character and livability of the surrounding area. The regulations require that home occupations (an accessory use) remain subordinate to the principal residential use of the property and that the viability of the residential use is maintained. Zoning Permits shall be required for all home occupations. ***Nothing contained herein shall prohibit the Property Owner or other entity from establishing restrictive covenants prohibiting or imposing more restrictive conditions on home occupations on the Real Property or any portion thereof.***

### B. Where Allowed

Home occupations that comply with the regulations of this Section shall be allowed as an accessory use to any allowed Residential or Agricultural principal use.

### C. Allowed Uses

The home occupation regulations of this Section establish performance standards rather than detailed lists of allowed home occupations. Uses that comply with all of the standards of this Section will be allowed as home occupations unless they are specifically prohibited.

### D. Prohibited Uses

#### 1. Vehicle/Equipment Repair, Rental or Sales

Any type of repair, rental, sales or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, scooters, outboard marine engines, lawn mowers, chain saws, and other small engines) or of large appliances (such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts is prohibited as a home occupation in the R-2, R-3, R-4, M-8, M-12, MHS, and MHP Zoning Districts, unless these types of repairs, rentals, or sales take place in an enclosed structure and pose no noise or safety concerns.

#### 2. Restaurants

Restaurants and food service establishments are not allowed as home occupations. Food service for Bed and Breakfasts shall be allowed under this Ordinance.

#### 3. Employee Dispatch Centers

Dispatch centers, where employees come to the site to be dispatched to other locations, are not allowed as home occupations.

#### 4. Animal Care or Boarding

Animal care or boarding facilities (including animal hospitals, kennels, stables and all other types of animal boarding and care facilities) are not allowed as home occupations in the R-2, R-3, R-4, M-8, M-12, MHS and

MHP Residential Zoning Districts.

**5. Medical Offices or Clinics**

Medical offices and medical clinics are not allowed as home occupations in the R-2, R-3, R-4, M-8, M-12, MHS and MHP Residential Zoning Districts. This includes doctors' offices, dentists' offices, psychologists' offices, hospitals and all other medical care facilities. The prohibition shall not be interpreted as preventing medical practitioners from seeing patients in the practitioner's home on an emergency basis.

**6. Funeral Homes**

Funeral homes and funeral service activities are not allowed as home occupations.

**7. Barber Shops, Beauty Shops and Nail Salons**

Barber and Beauty Shops with more than one chair are not allowed as a home occupation.

**8. Dancing Schools**

Dancing schools are not allowed as home occupations.

**E. Employees**

Only one full-time or one part-time employee, who is not a full-time resident of the home where the home occupation is located, is allowed. The home occupation may have other employees who are not working at the residence, but work at other off-site locations, if applicable. For the purpose of this provision, the term "nonresident employee" includes an employee, business partner, co-owner, or other person affiliated with the home occupation, who does not live at the site, but who visits the site as a part of the home occupation.

**F. Resident Operator**

The operator of a home occupation shall be a full-time resident of the dwelling unit.

**G. Customers**

Customers may visit the site of a home occupation only during the hours of 8:00 a.m. to 8:00 p.m., with no more than an average of one customer or client per hour being allowed.

**H. Floor Area**

No more than 25 percent of the total floor area of the dwelling unit may be used to house a home occupation, except that Bed and Breakfasts allowed by this Ordinance are exempt from this provision. Up to 1,000 square feet of an accessory structure, such as a garage, may be used for a home occupation.

**I. Outdoor Activities**

All activities and storage areas associated with home occupations must be conducted in completely enclosed structures.

**J. Exterior Appearance**

There shall be no visible evidence of the conduct of a home occupation when viewed from the street right-of-way or from an adjacent lot. Signs for a home



What about fitness centers? You exempted them from GLA in the definitions, but not here.

occupation are expressly prohibited. There may be no change in the exterior appearance of the dwelling unit that houses a home occupation or the site upon which it is conducted that will make the dwelling appear less residential in nature or function. Examples of such prohibited alterations include construction of parking lots, paving of required setbacks, adding additional entrances to the dwelling unit or adding signs or commercial-like exterior lighting.

**K. Operational Impacts**

No home occupation or equipment used in conjunction with a home occupation may cause odor, vibration, noise, electrical interference or fluctuation in voltage that is perceptible beyond the lot line of the lot upon which the home occupation is conducted. No hazardous substances may be used or stored in conjunction with a home occupation.

**L. Trucks**

Not more than one truck, truck cab, or van used in conjunction with a home occupation may be parked at the site of the home occupation in any S-1, S-2, S-3, R-2, R-3, R-4, M-8, M-12, MHS, or MHP Zoning District. No semi-truck trailers shall be allowed in these zoning districts.

1. The following requirements shall apply to the unincorporated area of Charleston County lying within the boundaries of the North Charleston District:
  - a. Not more than one commercial vehicle, heavy commercial vehicle, or truck cab, used in conjunction with a home occupation, in combination with one heavy commercial trailer used in conjunction with a home occupation may be parked at the site of the home occupation unless:
    - i. The property on which the home occupation is located is  $\frac{1}{2}$  acre or greater in size; and
    - ii. All heavy commercial vehicles, truck cabs, and heavy commercial trailers used in conjunction with the home occupation are completely screened from view from surrounding residences when parked at the site of the home occupation. (Commercial vehicles are not subject to the requirement of Section 6.5.9.L.1.a.ii).
  - b. Any variation from the standards of subsection 1, above, shall require Special Exception approval, per Article 3.6 of this Ordinance.

**M. Deliveries**

No more than four deliveries or pick-ups of supplies or products associated with home occupations are allowed between the hours of 8:00 a.m. and 8:00 p.m.

**N. Sales**

No article, product, or service may be sold in connection with a home occupation, other than those produced on the premises or comprise 25 percent or less of the gross receipts.

**§6.5.10 ANIMALS**

- A. The keeping of household pets shall be allowed as an accessory use in all zoning districts in which residential dwelling units are permitted.
- B. The keeping of exotic or wild animals shall not be allowed as an accessory use and shall only be allowed if approved as a Special Exception in accordance with the procedures contained in Chapter 3 of this Ordinance.

**§6.5.11 VEHICLE SALES**

Not more than two operable or inoperable motor vehicles may be offered for sale upon any lot unless such sales activities are otherwise expressly authorized by this Ordinance. A vehicle for sale upon a lot in a Residential zoning district must be owned by the owner of the subject lot and must comply with Section 6.5.12.

**§6.5.12 STORAGE AND REPAIR OF INOPERABLE MOTOR VEHICLES**

- A. In all zoning districts, the open storage and or repair of inoperable motor vehicles is not permitted within the required front setback.
- B. ~~In all Agricultural and Rural Residential zoning districts,~~ **When permitted**, the open storage or repair of inoperable motor vehicles must be screened by a fence, wall, building, or vegetative buffer that completely shields the vehicles from view off-site.
- C. Open storage and/or repair of more than two (2) inoperable motor vehicles is prohibited on all lots in suburban residential zoning districts, as well as in all office, commercial and industrial zoning districts unless specifically authorized for use as a salvage yard. Inoperable motor vehicles must be screened by a fence, wall, building, or vegetative buffer that completely shields the vehicles from view off-site.
- D. In all Suburban Residential zoning districts, storage of motor vehicle parts is permitted only within a completely enclosed accessory structure located on the same lot as the principal dwelling unit.
- E. Storage of commercial vehicles in Residential zoning districts, unless otherwise expressly authorized by this Ordinance, is limited to one vehicle used as personal transportation.

**§6.5.13 TEMPORARY PORTABLE STORAGE UNITS**

Temporary portable storage units are permitted if located on the same zoning lot as the permanent structure subject to the following conditions:

- A. If the temporary portable storage unit is located on a lot with a non-residential use or zoning district designation for a period exceeding fifteen (15) days, the

Limited Site Plan Review procedures of Article 3.7 of this Ordinance shall apply;

- B. The maximum size of a temporary portable storage unit shall not exceed 160 square feet of indoor storage;
- C. A maximum of 160 square feet of indoor temporary portable storage shall be permitted per zoning lot in residential zoning districts;
- D. Temporary portable storage units are allowed for a period not to exceed a total of sixty (60) days in one calendar year. Temporary Zoning Permits shall be required for temporary portable storage units that remain on a property for a time period exceeding fifteen (15) consecutive days;
- E. Temporary portable storage units shall not be placed in any right-of-way, retention area, septic field, easement, or on public property and shall not create a site obstruction for any vehicular or pedestrian traffic;
- F. Temporary portable storage units shall conform to the accessory structure requirements contained in this Ordinance;
- G. The maximum area of a temporary portable storage unit dedicated to signage shall be limited to 27 square feet per side or 58 square feet total;
- H. Temporary portable storage units shall be kept in good condition, free from evidence of deterioration, weathering, mildew, discoloration, rust, ripping, tearing, or other holes or breaks;
- I. Temporary portable storage units shall not be used for the storage of hazardous or flammable substances, live animals, or human habitation;
- J. All vendors providing service related to the transportation of household goods and/or rental/delivery of portable storage containers shall be in compliance with the State of South Carolina's Regulatory Laws and licensing requirements through the Public Service Commission. Proof that the liability insurance of the company owning the temporary portable storage unit is equal to the minimum amount required by the Public Service Commission shall be required at the time of permitting; and
- K. The regulations listed above in Section 6.5.13 shall not apply to temporary storage units that are:
  - 1. Placed for construction purposes and in conjunction with building permits, which may exceed the permitted time period, as long as the building permit remains active with continuous construction; and
  - 2. Placed during any period of declared emergency by Federal, State or Local official action.

#### **§6.5.14 Accessory Storage**

*A reasonable amount of accessory storage space, the configuration, location and amount of which the Property Owner may determine, shall be permitted on the Real Property to accommodate any and all uses on the Real Property or any portion thereof: Such accessory storage space may be located on a separate Lot or Development Parcel, from the principal use which it accommodates. Such accessory storage space shall include but not be limited to space to accommodate the Development of the Real Property or the administration of the Real Property by any person or entity after Development. Accessory storage space shall be permitted on any Lot or Development Parcel on the Real Property, whether developed or undeveloped. The ARB shall determine appropriate buffering for these uses.*

## **CHAPTER 8 | SUBDIVISION REGULATIONS**

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## **CHAPTER 8 SUBDIVISION REGULATIONS**

**Chapter 8 shall apply to the Real Property unless otherwise provided herein. However, any references to "public" water or sewer shall include public and private water or sewer.**

### **ARTICLE 8.1 GENERAL**

#### **§8.1.1 PURPOSE**

The public health, safety, economy, good order, appearance, convenience, morals and general welfare require the harmonious, orderly, and progressive development of land within Charleston County. In furtherance of this general intent, the Subdivision Regulations are authorized for the following purposes, among others:

- A. To implement the goals, objectives and policies of the Charleston County *Comprehensive Plan*;
- B. To facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements;
- C. To assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, environmental, transportation, and other public purposes;
- D. To assure, in general, the wise and timely development of new areas and redevelopment of previously developed areas in harmony with the adopted or amended *Comprehensive Plan* for Charleston County and any adopted or amended municipal *Comprehensive Plan* within or adjacent to the County;
- E. To implement land use policies that will preserve agricultural uses of land and the rural character of unincorporated Charleston County;
- F. To identify, protect and preserve scenic, historic, and ecologically sensitive areas;
- G. To prevent overcrowding of land, avoiding undue concentration of population, and lessening congestion in the streets;
- H. To regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes; and
- I. To ensure protection from fire, flood, and other dangers, and furthering the public welfare in any other regard specified by a local governing body.

#### **APPLICABILITY**

#### **§8.1.2**

Unless expressly exempted, no subdivision shall be made, platted, or recorded for any purpose nor shall parcels resulting from such subdivisions be sold, unless such subdivision meets all applicable standards of this Ordinance and has been approved in accordance with the procedures of this Ordinance.

- A. All lots shown on plats whether subdivided or not, shall have the Planning Commission Stamp of either approval or exemption on said plat; the Register of Mesne Conveyance shall not record any plat without such stamp. The plat for an individual lot exempted by virtue of pre-existence must be accompanied by a surveyor's statement on the plat that the lot is a single, individual lot, and not newly created.
- B. Parcels that were recorded by deed or plat prior to the adoption of the County's original Subdivision Regulations on January 1, 1955, will receive automatic approval under a Grandfather Clause, provided the parcel involved is still in the same size and shape as when recorded prior to 1955 and is properly platted in accordance with present standards. The recorded information must be provided and attested to by the surveyor or attorney involved.
- C. Preliminary Plats submitted for approval shall expire two years from the date of preliminary approval if all conditions for preliminary plat approval have not been met. The Planning Director shall be authorized to grant a one-time extension of this time frame if a written request is submitted by the applicant prior to the expiration date. The time period of the extension shall not exceed one year.
- D. Upon submission of a Subdivision application, no additional Subdivision applications shall be accepted for the subject property until the original application has been withdrawn or the Decision-Making Body has rendered its final decision and all applicable time limits on refilling have expired.

### §8 .1.3

#### **EXEMPTIONS**

##### **A. Procedures**

The following shall be exempt from the Subdivision Plat Procedures, if the Planning Director determines that all engineering and survey standards of this Ordinance have been met:

1. The combination or re-combination of portions of previously platted lots where the total number of lots is not increased. When the plat is finalized, it shall be submitted to the Planning Director for recording. Deeds and plats shall be recorded simultaneously.
2. The public acquisition of land for right-of-way or drainage easements or any lot or parcel created therefrom.
3. Contiguous properties that are to be divided for the purpose of exchanging or trading parcels of land. When the plat is finalized, it shall be submitted to the Planning Director for recording. Deeds and plats shall be recorded simultaneously.
4. A parcel of land that is proposed to be used as the site for a utility



substation, power line easements or right-of-way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.

5. The combination or recombination of entire lots of record where no new street or change in existing streets is involved.
6. The division of land into parcels of five acres or more, where no new street or easement is involved. Plats of these exceptions must be received as information by the Planning Director, which fact shall be indicated on the plats.

**B. Standards**

Lots created and recorded prior to August 15, 1971, shall be exempt from compliance with the standards of this Chapter, provided that the subject property:

1. Was or is surveyed and platted in accordance with prescribed standards;
2. Has the approval of the South Carolina Department of Health and Environmental Control (DHEC); and
3. Contains no drainage ways or easements needed to drain surrounding properties, as determined by the Public Works Director.

**§8.1.4 CHARLESTON COUNTY ROAD CONSTRUCTION STANDARDS**

The regulations and standards of this Chapter are intended to supplement the Charleston County Road Construction Standards, as amended, in Appendix A of this Ordinance, which shall be considered the minimum design standards for roads and drainage systems in Charleston County. (Note: Road and drainage systems not meeting the Standard Specifications for Local Governments' Road and Street Construction will not be eligible for maintenance from the State "C" or donor County funds.)

**§8.1.5 RELATIONSHIP TO DEVELOPMENT REVIEW PROCEDURES OF ARTICLE 3.1**

The "General" procedural requirements and standards of Article 3.1 of this Ordinance shall apply to the subdivision plat procedures of this Chapter.

**§8.1.6 SURVEY COMPLIANCE**

All Land Surveys in the County shall be in accord with the land use designated for the proposed subdivision of property and the criteria specified in Urban Land Surveys as promulgated by the South Carolina Code of Regulations, 1991, Chapter 49, Article 3, R.400-490, as amended, and described as the "Minimum Standards Manual for the Practice of Land Surveying in South Carolina."

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**ARTICLE 8.2 PRE-APPLICATION INFORMATION**

**§8.2.1 PRE-APPLICATION CONFERENCE**

Pre-Application Conferences offer an opportunity for Planning, Public Works and other affected agencies to familiarize applicants with applicable procedures, submittal requirements,

development standards, and other pertinent matters before finalizing the development proposal or laying out the proposed subdivision. Applicants requesting Minor Subdivisions are suggested to schedule a pre-application process before submittal of an application. Applicants for Major Subdivisions are required to have a pre-application conference before submittal of an application. Applicants shall be responsible for scheduling pre-application conferences with the Planning Director who shall be responsible for contacting the Public Works Director and other affected agencies.

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## **ARTICLE 8.3 MINOR AND MAJOR SUBDIVISIONS**

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### **§8.3.1 MINOR SUBDIVISION**

A Minor Subdivision is a division of any tract of land into ten (10) or fewer lots, provided that:

- A. No public street right-of-way dedications are involved;
- B. The Public Works Director does not require a Preliminary Plat for a drainage easement;
- C. The lots meet South Carolina Department of Health and Environmental Control (DHEC) requirements for sewage disposal systems. Systems that are determined by DHEC to be properly functioning or "grandfathered" must comply with DHEC regulations as a condition of minor subdivision approval;
- D. Off-site sewage disposal systems must be approved by DHEC and an off-site utility easement must be shown along with all lots served by the off-site system if public sewer is accessible and is provided to each lot;
- E. No new or residual parcels will be created that do not comply with all applicable requirements of this Ordinance; and
- F. The tract to be subdivided is not located within an approved planned development or an area that is subject to an application for planned development approval by the landowner. All such subdivisions are considered Major Subdivisions.
- G. Non-Buildable Lots
  - 1. For the purpose of this subsection, non-buildable lots are lots that meet all requirements of this Ordinance, with the exception of water and/or sewer availability requirements;
  - 2. For all non-buildable lots, all new parcels being created less than five (5) acres in size shall meet the minimum lot size and comply with applicable requirements of this Ordinance;
  - 3. Non-buildable lots may be approved by the Planning Commission as a Minor Subdivision ten (10) lots or less without certification by DHEC for on-site waste disposal systems and water or where public water and sewer is not available;

- 4. The property owner(s) shall sign the "Certification of Non-Evaluation". This certification statement shall be placed on the plat and signed by the property owner(s);
- 5. The property owner(s) shall have a deed prepared by an attorney for each non-buildable lot less than five (5) acres in size explaining the "Certification of Non-Evaluation" to be recorded with the plat;
- 6. The "Certification of Non-Evaluation" for water and sewer availability shall be used in conjunction with Minor Subdivision (development) plats when no evaluation regarding the availability of public water/sewer or on-site septic systems and water have been approved; and
- 7. The following certification shall be placed on the plat and deed and signed by the property owners:

'The Property owner(s) of record hereby acknowledge(s) that the surveyed parcel(s) and/or tract remainder has not been approved to determine the availability of on-site waste disposal systems or provisions of public water/sewer services. Recordation of this plat and deed shall not be an implied or expressed consent of Charleston County that the lots or other land divisions shown hereon are capable of being serviced by on-site waste disposal or public water/sewer systems. Unless otherwise stated hereon, all surveyed parcels and/or tract remainders have not been reviewed for on-site waste disposal systems or public water/sewer services.'

Property Owner(s) Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**§8.3.2 MINOR SUBDIVISION PROCESS**

Applications for Minor Subdivisions shall be submitted to the Planning Director on forms available in the Planning Department. There is one required step in the Minor Subdivision process which is Final Plat review and approval. Generally, Minor Subdivisions are reviewed in the Planning Department and approved by the Planning Director. However, the Planning Director may send Minor Subdivision applications to the Planning Commission for approval in order to determine whether or not the proposed subdivision is consistent with the goals and objectives of the *Comprehensive Plan*. Applicants for Minor Subdivisions are strongly encouraged to schedule and attend a Pre-Application Conference prior to filing a minor subdivision.

**§8.3.3 MAJOR SUBDIVISION**

- A. Any land division that is not a Minor Subdivision shall be processed as a "Major Subdivision." All Major Subdivision applicants are required to attend a Pre-Application Conference.
- B. Subdivision Roads and Utilities  
 A Zoning Permit is required for grading, drainage, or the construction of roads and utilities in a subdivision.

**§8.3.4 MAJOR SUBDIVISION PROCESS**

Applicants for Major Subdivisions are required to schedule and attend a Pre-Application Conference prior to filing a Major Subdivision application. After the Pre-Application Conference, there are three required steps in the process: (1) Preliminary Plat review and approval; (2) Final Plat review and approval; and (3) Letters of Coordination. Each step of the process shall be completed before initiating the next step. Applications for Major Subdivisions shall be submitted to the Planning Director and shall include a completed application form (available from the Planning Department). Additional components for consideration of a Major Subdivision that are necessary at the Pre-Application Conference are:

- A. A plat, or survey of the subject property, if available, or a tax map that identifies the subject property; and
- B. A Concept Plan that includes the following information:
  - 1. The proposed means of access to a public road;
  - 2. Surrounding landuses;
  - 3. All adjacent roads;
  - 4. A preliminary map and analysis of natural resources present on the subject property and surrounding property; and
  - 5. A conceptual layout of the proposed subdivision, which shall be overlaid on the preliminary site analysis and which shall show streets, drainage, lots, parks and other facilities located to protect natural resource areas.

**[Commentary: Approval from other local, state or federal agencies may be necessary in the development of land in Charleston County, particularly in regard to environmental concerns. Pre-application conferences should be held with these agencies, including the South Carolina Department of Health and Environmental Control, Coastal Resources Management, U.S. Army Corps of Engineers and the U.S. Fish & Wildlife Service.]**

### **§8.3.5 REQUIRED TREE PROTECTION FOR MINOR AND MAJOR SUBDIVISIONS**

Trees shall be protected in accordance with Chapter 9 of this Ordinance.

### **§8.3.6 LETTERS OF COORDINATION FOR MAJOR AND MINOR SUBDIVISIONS**

Letters of coordination are required that acknowledge that the County and other agencies will be able to provide necessary public services, facilities and programs to service the development proposed, at the time the subdivision plat is processed.

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## **ARTICLE 8.4 PRELIMINARY PLAT**

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### **§8.4.1 APPLICABILITY**

Preliminary Plats shall be required for all Major Subdivisions.

### **§8.4.2 APPLICATION**

#### **A. Requirements**

The following shall be submitted:

- 1. Completed applications for Preliminary Plat approval shall be submitted to

the Planning Director on forms available in the Planning Department. Ten (10) copies of the Preliminary Plat shall be filed with the application.

2. Preliminary Plats shall be drawn to engineer's scale no smaller than one inch equals 200 feet. Where large areas are being platted, they may be drawn on one or more sheets, 22 inches by 34 inches in size. For small areas being platted, a scale of one inch equals 100 feet shall be used.
3. ~~Even~~ if the applicant intends to subdivide only a portion of a parcel or tract of land initially, the Preliminary Plat ~~shall need not~~ show a proposed street and lot layout, drainage plan and other requirements for the entire parcel or tract of land in which such portion is contained; ~~except that unless required by the Planning Director, with the recommendation of the Public Works Director, may waive this requirement on a finding that such a complete layout is not necessary to carry out the purpose of these regulations.~~
4. The following information shall be required on each plat:
  - a. The courses and distances of the perimeter of the land involved shall be indicated on the plat shown with all courses marked to show which are actual field observations and which are computed.
  - b. References to a known point or points such as street intersections and railroad crossings shall be shown.
  - c. The total acreage of the land involved in the subdivision, and the acreage of high land above the Office of Coastal Resource Management Critical Line. Date of Critical Line certification shall be indicated. (Aerial photography may not be used to determine OCRM Critical Line location.)
  - d. The names of adjacent land owners and streets where known or available shall be given (with the tax parcel numbers), and all intersecting boundaries or property lines shall be shown.
  - e. Proposed divisions to be created shall be shown, including building envelopes for each lot, right-of-way widths, roadway widths, road surface types, sidewalks (if applicable), proposed drainage easements, and names of streets; the locations of proposed utility installations and utility easements; lot lines, dimensions and angles; sites reserved or dedicated for public uses; and sites for apartments, civic/institutional commercial and industrial uses. The status of the existing lot access and the concept of the type of road construction being proposed shall be indicated (e.g., Ingress/Egress Easement, Private Road constructed or unconstructed, Public Secondary or Primary Rural Road, Public Secondary or Primary County Road, and other details as appropriate; i.e., curb and gutter, asphalt swales, inverted crown, roadside open ditch, etc.).
  - f. The title, scale (including graphic scale), north arrow (magnetic,

grid, or true), date, name of applicant and the name and seal of engineer or surveyor with South Carolina Registration Number shall be shown.

- g. All existing structures and physical features of the land, including contours (contours not required on proposed private subdivisions, and only within the rights-of-way of proposed rural public streets), drainage ditches, roads and wooded areas shall be shown. The contour interval shall be one foot, unless otherwise approved in advance of submission by the Public Works Director. All contour information shall be based on mean sea level datum and shall be accurate within one-half foot. The Bench Mark, with its description, and the datum used for the survey shall be clearly noted on the plat.
- h. General drainage features, including proposed drainage easements and detention/retention basins. Also the proposed direction of drainage on each street, ditch and lot shall be indicated by the use of arrows and proposed street names.
- i. The location of required landscape buffers as specified in Chapter 9 of this Ordinance, which shall not be located within drainage easements unless expressly approved by the Public Works Director.
- j. Jurisdictional wetlands, with the date of certification, on lots of five acres or less in size and within all publicly dedicated rights-of-way and easements.
- k. A notation shall be made on the plat clearly indicating the applicable OCRM Critical Line buffers and setbacks.
- l. Tree Surveys on lots of one acre or less are to include Grand Trees on the entire lot. Tree surveys of Grand Trees may be requested upon site inspection if lots greater than one acre appear to be unbuildable due to the presence of Grand Trees.
- m. Tree Surveys of all Grand Trees are required within access easements, drainage easements, and rights-of-way.

- n. A signature block on the plat, signed by the owner(s) of the property and notarized indicating that the proposed preliminary plat being put forth is an action of the owner, heirs thereto or assigns.
  - o. A vacant block shall be provided on each page of the plat that is three inches by eight inches in dimension for Charleston County approval stamps and notations.
  - p. A statement that any easements for utilities or other encroachments in the area to be dedicated for streets, highways, drainage or other public or private use are subject to binding provision that the costs of future relocation of any such encroachments due to the construction or maintenance of public improvements shall be borne by the holder of the easement and/or utility company.
5. Accompanying Data
- a. The Preliminary Plat shall be accompanied by a statement as to the availability of and specific indication of the distance to and location of the nearest public water supply and public sanitary sewers.
  - b. The Preliminary Plat shall be accompanied by a statement indicating what provisions are to be made for water supply and sewage disposal.
  - c. Proposed subdivisions encompassing 100 or more acres of land area shall provide a master plan showing the general layout of future development of the entire tract and on adjacent lands that are under common ownership or control. This master plan shall provide a generalized description and plan that addresses the following future development considerations: traffic circulation, drainage, environmental preservation, utility placement, land use, density and any areas that are to remain undeveloped.
  - d. The engineer and/or surveyor who prepared the Preliminary Plat shall affix their seal(s), name(s), and South Carolina Registration Number(s). Only engineers or surveyors registered in the State of South Carolina shall attest and fix their seal on the Preliminary Plat.

**[Commentary-For the purpose of Preliminary Plat applications, a complete application means one that includes all required information and fees and that addresses the findings of the inspection report and has received all approvals from other agencies that are a prerequisite to Preliminary Plat approval.]**

### **§8.4.3 PLANNING DIRECTOR-REVIEW AND REPORT**

Upon receipt of a complete application for Preliminary Plat approval, the Planning Director shall have 30 calendar days to (1) review the proposed Preliminary Plat; (2) compile a staff report on the proposed plat (which includes the comments and recommendations of the Public Works Director and other affected agencies); and (3) forward the report and any recommendations to the Planning Commission.

**§8.4.4 PLANNING COMMISSION-REVIEW AND DECISION**

Within 30 calendar days of receipt of a report from the Planning Director, the Planning Commission shall review the proposed Preliminary Plat and act to approve, approve with conditions, or deny the Preliminary Plat based on whether it complies with all applicable requirements of this Ordinance and the adopted Charleston County *Comprehensive Plan*.

**§8.4.5 EFFECT OF PRELIMINARY PLAT APPROVAL**

Approval of a Preliminary Plat shall constitute general acceptance of the overall planning concepts for the proposed subdivision and is a prerequisite for the filing of a Final Plat application.

**§8.4.6 LAPSE OF PRELIMINARY PLAT APPROVAL**

An approved Preliminary Plat shall lapse and be of no further force and effect if a Final Plat for the subdivision (or a phase of the subdivision) has not been approved within two years of the date of approval of the Preliminary Plat. If the subdivision is to be developed in phases, a phasing plan, including a timetable for development of the entire subdivision, shall be approved as part of the Preliminary Plat approval. No final plats shall be accepted and no construction shall be allowed for any phase not approved as part of the Preliminary Plat.

**§8.4.7 APPEALS OF PLANNING DIRECTOR'S PRELIMINARY PLAT DECISION**

Any Party in Interest in a Preliminary Plat decision of the Planning Director regarding a complete or incomplete application may appeal the decision to the Planning Commission by filing an appeal with the Planning Director within 30 calendar days of the date of the decision.

**A. Appeal Powers**

In exercising its appeal power the Planning Commission may reverse or affirm, wholly or partly, or may modify the decision on appeal. In acting upon the appeal the Planning Commission shall be authorized only to determine whether the decision of the Planning Director was made in error. The Planning Commission shall not be authorized to approve modifications or waivers of Ordinance standards through the appeal process. If the Planning Commission determines that it is necessary to obtain additional evidence in order to resolve the matter it may remand the matter to the Planning Director with directions to obtain such evidence and to reconsider the decision in light of such evidence.

**B. Consideration of Evidence**

The decision of the Planning Commission shall be a matter of record; it shall consider only the same application, plans, and related project materials that were the subject of the original decision and only the issues raised by the appeal.

**C. Burden of Persuasion of Error**

In acting on the appeal, the Planning Commission shall grant to the decision of the Planning Director a presumption of correctness, placing the burden of persuasion of error on the appellant.

**D. Approval Criteria**

An appeal shall be sustained only if the Planning Commission finds that the decision of the Planning Director was in error.



**E. Vote Required**

A quorum of the Planning Commission shall be achieved when the number of members in attendance equals more than one-half of its total membership. At least two-thirds of the members present and voting shall be required to reverse a final plat decision of the Planning Director.

[Commentary-Appeals of Planning Director and other subdivision-related administrative decisions [including decisions to reject applications as incomplete], shall be processed in accordance with Article 3.14 described in Chapter 3.)

**§8.4.8 APPEALS OF PLANNING COMMISSION PRELIMINARY PLAT DECISION**

Any party in interest in a Preliminary Plat decision of the Planning Commission or any officer, board, or bureau of the County may appeal the Planning Commission decision to the Circuit Court of Charleston County. Appellants shall file with the Court Clerk a written petition plainly and fully setting forth how such decision is contrary to law. Such appeal shall be filed within 30 calendar days after actual written notice of the Planning Commission's decision.

**§8.4.9 CONSTRUCTION PLANS**

After approval of a Preliminary Plat and before commencing any work within the proposed subdivision (including land clearing and grading), road and drainage plans prepared by an engineer registered in the State of South Carolina shall be submitted to the Public Works Director for review and approval in accordance with the Charleston County Road Construction Standards in Appendix A of this Ordinance.

**§8.4.10 INSPECTIONS**

- A. Subdivision plats that are submitted for review are field inspected by Planning and Public Works staff to ensure compliance with any applicable Ordinance requirements and County standards.
- B. Prior to submitting a Preliminary Plat where no public sewer is provided to any proposed lot, the applicant shall contact a representative of South Carolina Department of Health and Environmental Control (DHEC) and arrange for a test of the soil on any proposed lot. DHEC staff will inspect the proposed lot(s) in order to identify areas that meet minimum septic system requirements required by the State of South Carolina. The results of this test shall be submitted by the applicant at the time of the Preliminary Plat application.
- C. Where subdivision streets and/or drainageways are being constructed, the Public Works Director or the authorized representative will make periodic visits to the site as indicated in Charleston County Road Construction Standards, Appendix A, to ensure construction compliance with County-approved road and drainage plans. The Public Works Director's or the authorized representative's certification that all roads and drainage systems have been constructed in compliance with the plans is required prior to final approval of the development. This approval is only necessary for public subdivisions.

**§8.4.11 CONDITIONAL PLAT APPROVAL**

- A. Prior to approval of a Final Plat, the developer shall install all required public improvements or post an approved financial guarantee of performance, in

accordance with the requirements of this Ordinance. If financial guarantees are posted, the Planning Director shall be authorized to grant conditional plat approval on plats that involve two (2) or more guaranteed public improvements, with final approval contingent upon completion and acceptance of all required improvements. No Certificates of Occupancy shall be issued until all required improvements have been installed and accepted, and the Final Plat has been recorded by the Charleston County Register of Mesne Conveyance. Conditional Plat approval shall be valid for a period not to exceed two years from the date Conditional Plat Approval is granted.

- B. Where plats are submitted under an approved financial guarantee for Conditional approval the following three (3) notes shall be placed on the plat;
1. Approval of this plat does not authorize occupancy;
  2. Duration of approval shall be limited to two (2) years; and
  3. The approval of this plat in no way obligates the County of Charleston to accept for continued maintenance any of the roads or easements shown hereon.
- C. The duration of the financial guarantee for a conditional plat shall be no longer than twenty-four (24) months unless extended by the Planning Commission. No later than two (2) months before the expiration, the applicant shall notify the County that the applicant has completed the final plat or is securing a replacement bond to be issued within 30 days of expiration of the original bond. If no action is taken by the applicant, the County shall execute the provisions of the performance bond.

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## **ARTICLE 8.5 FINAL PLATS**

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### **§8.5.1 APPLICABILITY**

Final Plats shall be required for all Subdivisions.

### **§8.5.2 APPLICATION**

#### **A. Final Plat Applications Requirements:**

1. Applications for Final Plat approval shall be submitted to Planning Director on forms available in the Planning Department. Ten (10) copies of the Final Plat shall be filed with the application.
2. Written certification from the design engineer that the subdivision's road and drainage infrastructure and any other required improvements have been constructed in accordance with the approved plans.
3. The Final Plat shall be drawn in ink on a material specified by the Register of Mesne Conveyance for recording, on sheets 22 inches by 34 inches in size, and at an engineer's scale of one inch equals 100 feet or larger. Where necessary the plat may be on several sheets accompanied

by an index sheet or key map insert showing the entire subdivision. Where necessary, the size of the plat may be adjusted to a smaller scale than 1"=100' with the approval of the Planning Director.

**B. The Final Plat Shall Show the Following:**

1. All proposed divisions of land shall be shown, including: each lot showing lot lines, with bearings and distances; all rights-of-way; all drainage easements; names of all streets; the locations of all utility rights-of-way and utility easements; all structures; and all sites reserved or dedicated for public uses.
2. The title, scale (including graphic scale), north arrow (magnetic, grid, or true), date, name of applicant and the name of engineer or surveyor with South Carolina Registration Number shall be shown.
3. Block and lot numbers suitably arranged by simple system.
4. The full names of adjacent land owners and streets where known or available shall be given (with the tax parcel numbers), and all intersecting boundaries or property lines shall be shown. Names of adjacent property owners may be omitted in established residential platted subdivisions; however, Legal Block and Lot Numbers and County Parcel ID Numbers are required.
5. Certificates:
  - a. The signature and seal of the registered land surveyor in accordance with the current Minimum Standard Manual for the Practice of Land Surveying in South Carolina.
  - b. A statement of dedication by the property owner of streets, rights-of-way, easements, and any other sites for public or private use and warranty of title of property offered for dedication. If any change in ownership is made subsequent to the submission of the plat and prior to the granting of final approval, the statement of dedication shall be corrected accordingly.
  - c. For any public dedication, a warranty deed for the transfer of the right(s)-of-way(s), easement(s), or other sites for public use to the County on legal documents of the form suitable to the County must be provided.
  - d. A statement that any easements for utilities or other encroachments in the area to be dedicated for streets, highways, drainage or other public or private use are subject to a binding provision that the costs of future relocation of any such encroachments due to the construction or maintenance of public improvements shall be borne by the holder of the easement and/or utility company.
6. All easements shall include their location, width and centerline.

7. The approved Office of Coastal Resource Management (OCRM) Critical Line with signed approval statement on the final plat.
8. At the Planning Director's discretion, the applicant/surveyor may be required to show buffers and setbacks on lots less than one acre in size or on newly created lots that may appear to have encroachment of structures into a buffer or setback.
9. Freshwater Wetlands/Waterways on lots of five acres or less in size.
10. High land acreage and low land acreage (Freshwater Wetlands or acreage below the Office of Coastal Resource Management Critical Line).
11. Tree Surveys on lots of one acre or less are to include Grand Trees on the entire lot. Tree Surveys of Grand Trees may *be* requested upon site inspection if lots greater than one acre appear to be unbuildable due to the presence of Grand Trees.
12. Tree Surveys of all Grand Trees are required within access easements, drainage easements, and rights-of-way.
13. Ownership and maintenance status of the lot access shall be indicated for any newly-created lots.
14. A vacant block shall be provided on each page of the plat that is three inches by eight inches in dimension for Charleston County approval stamps and notations.

**C. Accompanying Data**

1. A certificate of title or a sworn affidavit establishing the ownership of the land to be recorded. If any change in ownership occurs subsequent to the date of the certificate of title or affidavit and prior to the granting of final approval, a new certificate of title or sworn affidavit establishing the ownership of the land shall be submitted to the Planning Director.
2. In subdivisions where existing public water and public sewer systems have been extended and/or a new system installed, a certification of inspection and associated operating permits from the South Carolina Department of Health and Environmental Control (DHEC) shall be submitted.
3. Restrictive covenants affidavit(s) signed by the applicant or current property owner(s) in compliance with State law.
4. Should the Landowner/Developer decide to utilize Article A.2, Private Road Standards, of Appendix A, the following five (5) notes shall be placed on the plat:
  - a. Any future subdivision of this parcel, or road construction or extension of the existing roads shown hereon shall require

compliance with the Charleston County Ordinances. Before Charleston County will consider acceptance of any dedication of roads into the County road system, the property owner(s) shall construct the roads to County of Charleston Road Construction Standards;

- b. It is hereby expressly understood by the property owner, developer or any subsequent purchaser of any lots shown on the plat that the County of Charleston is not responsible for the maintenance of the streets, roads, common areas, drainage systems and any other municipal services which include, but are not limited to, garbage disposal, public sewage, fire protection or emergency medical service;
  - c. Be aware that the County of Charleston is not responsible for drainage and flooding problems relevant to the real property, and that emergency vehicles may have difficulty accessing the property;
  - d. No public funds shall be used for the maintenance of the roads shown on the plat; and
  - e. This approval in no way obligates the County of Charleston to maintain the 50 foot right-of-way until it has been constructed to County standards and accepted for maintenance by Charleston County Council.
5. Letters of Coordination  
Letters of Coordination are required which acknowledge that the County and other agencies will be able to provide necessary public services, facilities, and programs to service the development proposed, at the time the subdivision plat is processed.

**D. Certification of Approval**

When the Planning Director has approved the plat, a certificate noting such approval and carrying the signature of the Planning Director shall be placed on the original drawing of said plat.

**§8.5.3 PLANNING DIRECTOR-REVIEW AND DECISION**

Within 45 days of receipt of a complete Final Plat application, the Planning Director shall review the proposed Final Plat and the reports from the Public Works Director and other affected agencies and act to approve, approve with conditions or deny the Final Plat, based on whether it complies with the approved Preliminary Plat, all applicable requirements of this Ordinance, and the purposes and intent of Article 1.5.

**§8.5.4 ACCEPTANCE OF DEDICATIONS**

Approval of a Final Plat shall not constitute acceptance of any public improvements. Such acceptance will require County Council acceptance of dedication.

Documents or instruments granting easements within the area to be dedicated must provide that:

- A Future relocation or replacement costs of any encroachments, including, but

not limited to utilities, due to maintenance or construction of public improvements, is to be borne solely by the easement holder/utility company; and

- B. The County will not be responsible for costs relating to future relocation or replacement of utilities or other encroachments made necessary by maintenance and/or construction of public improvements; and
- C. All expenses pertaining to said relocation shall be paid for by the easement holder/utility company; and
- D. Relocation shall be completed within 90 days from receipt of written request by the County or as otherwise agreed to by the County.

#### **§8.5.5 RECORDING**

Approved Final Plats shall be recorded by the Planning Director with the Register of Mesne Conveyance within 30 days of final approval. Notice to the applicant shall be sent within a reasonable time following the date of the recording with the Register of Mesne Conveyance.

#### **§8.5.6 APPEALS OF PLANNING DIRECTOR'S FINAL PLAT DECISION**

Any person with a substantial interest in a Final Plat decision of the Planning Director may appeal the decision to the Planning Commission by filing an appeal with the Planning Director within 30 calendar days after the actual notice of the decision.

##### **A. Appeal Powers**

In exercising the appeal power, the Planning Commission may reverse or affirm, wholly or partly, or may modify the decision being appealed. In acting upon the appeal, the Planning Commission shall be authorized only to determine whether the decision of the Planning Director was made in error. The Planning Commission shall not be authorized to approve modifications or waivers of Ordinance standards through the appeal process. If the Planning Commission determines that it is necessary to obtain additional evidence in order to resolve the matter, it may remand the matter to the Planning Director, with directions to obtain such evidence and to reconsider the decision in light of such evidence.

##### **B. Consideration of Evidence**

The Planning Commission's decision shall be on the record; it shall consider only the same application, plans, and related project materials that were the subject of the original decision and only the issues raised by the appeal.

- C. Burden of Persuasion or Error**  
In acting on the appeal, the Planning Commission shall grant to the Planning Director's decision a presumption of correctness, placing the burden of persuasion of error on the appellant.
- D. Approval Criteria**  
An appeal shall be sustained only if the Planning Commission finds that the Planning Director erred.
- E. Vote Required**  
A quorum of the Planning Commission shall be achieved when the number of members in attendance equals more than one-half of the total membership of the Planning Commission. At least two-thirds of the members present and voting shall be required to reverse a final plat decision of the Planning Director.

[Commentary-Appeals of Planning Director and other subdivision-related administrative decisions (including decisions to reject applications as incomplete), shall be processed in accordance with Article 3.14 described in Chapter 3.]

### **§8.5.7 APPEALS OF PLANNING COMMISSION'S DECISION**

- A.** Any person with a substantial interest in a Final Plat (appeal) decision of the Planning Commission may appeal the Planning Commission decision to the Circuit Court of Charleston County. Appellants shall file with the Court Clerk a written petition plainly and fully setting forth how such decision is contrary to law. Such appeal shall be filed within 30 calendar days after actual notice of the Planning Commission's decision.
- B.** At any time prior to appeal of a Planning Commission decision on a Final Plat (appeal) decision, the applicant may request that the Planning Commission enter mediation. When mediation is requested, the Planning Commission shall assign one of its members as a representative in mediation proceedings. A vote of the Planning Commission in a public meeting shall be required to accept any mediated settlement. An accepted mediated settlement cannot waive the standards of this Ordinance. Prior to beginning talks, applicable time limits for review and action on complete applications must be extended by mutual agreement of the applicant and Planning Commission.

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## **ARTICLE 8.6 MARKERS**

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### **§8.6.1 PLACEMENT**

A marker shall be set on the right-of-way line at the ends of the block for every block length of street. When blocks occur that have a curve or curves in them, markers shall be set on both sides of the street at the ends of tangents. Markers shall also be set on right-of-way lines (on each side of the centerline) at angle points when curves are not used. All interior lot corners shall be marked. The location and type of markers used shall be indicated on the Final Plat.

### **§8.6.2 TIMING**

Markers shall be installed prior to the submission of and approval of the Final Plat.

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**ARTICLE 8.7 LOTS**

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*Article 8.7 of the ZLDR shall not apply to the Real Property. The layout, design, and other dimensional standards for lots shall be as set forth in the Plan, especially section 6 thereof.*



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**ARTICLE 8.8 TREE PRESERVATION**

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**§8.8.1 TREE SURVEYS**

Tree surveys shall comply with the following:

- A. Lots within subdivisions shall be laid out and designed to provide a buildable area on each lot that does not require the removal of Grand Trees.
- B. Tree protection standards are described in Chapter 9 of this Ordinance *(as modified herein) and section 9 of the Plan.***
- C. Tree Surveys on lots of one acre or less are to include Grand Trees on the entire lot. Tree Surveys of Grand Trees may be requested upon site inspection if lots greater than one acre appear to be unbuildable due to the presence of Grand trees.
- D. Tree Surveys of all Grand Trees are required within access easements, drainage easements, and rights-of-way.

**ARTICLE 8.9 TREES, SHRUBS, AND PAVEMENT**

**§8.9.1 MINIMUM OFFSET OF TREES AND SHRUBS FROM ROAD PAVEMENT**

A. Trees and shrubs shall be set back from *public* street and road pavement in accordance with the following minimum requirements:

Roadside Feature	Speed (MPH)	Offset from Edge of Pavement (feet)	
		Canopy Trees	Understory Trees/Shrubs
Guiderail	All	5*	3*
Barrier Curb	40 and less	5*	3*
	45 to 50	8*	5*
	55 and greater	12*	5*
Open Shoulder	40 and less	10	5
	45 to 50	15	7
	55 and greater	20	10

\*Tree limbs hanging below 15 feet in height shall be trimmed so that they do not encroach beyond the back of the curb. Minimum overhead clearance of 14 feet should be maintained for safe passage. When a barrier curb or guide rail exists, offset is measured from the face of the curb or guide rail to the face of the tree at ground level.

B. Understory trees may be located two feet from the edge of pavement with the approval of the Planning Director and Public Works Director.

**ARTICLE 8.10 PEDESTRIANWAYS**

*Community Ways shall be provided on the Real Property as set forth in the Agreement and the Plan. This Article 8.10 shall therefore not apply to the Real Property; provided, however, any pedestrian ways within publicly dedicated rights-of-way shall comply with County standards.*

**§8.10.1 WHERE REQUIRED**

Pedestrian ways shall be provided in all major subdivisions within the Urban and Suburban Areas of the County. If development characteristics warrant, the Planning Director may waive this requirement for any portion of the proposed subdivision. Requests for such waivers shall be submitted along with written justification to the Planning Director for approval.

**§8.10.2 PLACEMENT**

Paved pedestrian ways within publicly dedicated rights-of-way shall conform to the construction details for paved sidewalks contained in Charleston County Road Construction Standards, Appendix A. Unpaved, alternative surface walkways that are not within a right-of-way or drainage easement, and bike trails or walking trails that are designed to connect neighborhoods

and provide access to common areas may be provided when approved by the Planning Director.

**§8.10.3 TIMING OF SIDEWALK INSTALLATION**

The installation of required sidewalks within proposed publicly dedicated rights-of-way can be postponed until after the Final Plat has been recorded, provided the following criteria have been met:

- A. The other required road and drainage system improvements have been completed and accepted;
- B. All final plat conditions and stipulations have been finalized;
- C. An approved Financial Guarantee is posted of an amount sufficient to guarantee completion of the required sidewalk improvements (150 percent (150%) of the actual cost, verified by the Directors of the Public Works and Planning Departments and certified by the subdivision project engineer, a minimum of \$10,000) within a time period not to exceed two (2) years; and
- D. The subdivision Developer must be issued an encroachment permit for construction of the entire subdivision sidewalk system within the proposed right-of-way.

The subdivision's required two (2) year maintenance guarantee period will start once the entire sidewalk system has been completed and approved. The construction of the sidewalk on each individual lot must be completed prior to issuing the Certificates of Occupancy.

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**ARTICLE 8.11 STREET NAMES AND STREET SIGNS**


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**§8.11.1 STREET NAMES**

Street names proposed by the applicant must be placed on reserve with the Planning Department prior to submitting a plat. See Article 3.15, Addressing and Street Names.

**§8.11.2 STREET SIGNS**

Installation and maintenance of street signs on private roads or easements are the responsibility of the applicant, developer, Home Owners Association, or property owners in accordance with the Charleston County Road Construction Standards in Appendix A of this Ordinance, MUTCD Standards, and with Chapter 4; and Article VII of the Charleston County Code of Ordinances, as amended.

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**ARTICLE 8.12 UNDERGROUND UTILITIES AND SERVICES**


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All electrical, telephone, cable television and similar distribution lines providing service to a development site should be installed underground.

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**ARTICLE 8.13 WATER SUPPLY AND SEWAGE DISPOSAL**


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In accordance with South Carolina Department of Health and Environmental Control (DHEC) regulations, all subdivisions shall be served by approved public water and sewer systems, if accessible for connection, or if in the opinion of DHEC, the public's health and the environment would best be protected by the installation of such systems. Where public sewer is not available, all new lots must meet minimum soil requirements established by DHEC. This provision shall not be interpreted to require that subdivisions be annexed in order to obtain public water or sewer service.

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**ARTICLE 8.14 FINANCIAL GUARANTEES (SURETY)**

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**§8.14.1 PERFORMANCE GUARANTEES**

- A. In lieu of completing the required subdivision improvements of this Chapter, a financial guarantee in the form of a no-contest, irrevocable bank letter of credit, or performance and payment bond underwritten by an acceptable South Carolina licensed corporate surety, subject to County attorney approval of the guarantee to determine that the interests of Charleston County are fully protected.
- B. The applicant shall submit to the appropriate governmental agency a detailed itemized unit cost estimate for the proposed public improvements to be included in the financial guarantee. Performance Guarantees are for Public Improvements only; Public Roads, Public Water and Public Sewer. (Example: public roads constructed to County Road Standards dedicated to the public and accepted into the road system by Charleston County Council, or a public water system approved and accepted by another public entity). Charleston County will only accept a Financial Guarantee (Surety) for two (2) or more of the above public improvements. The amount of the financial guarantee shall be verified by the appropriate governmental agency that exercises operational control (Commissioners of Public Works for public water, Commissioners of the appropriate Public Service Districts for street name signs and public sewer, and the Public Works Director for all other public improvements covered in this Chapter). The amount shall be sufficient to guarantee completion of the required improvement (125 percent of the actual cost of the improvements with a minimum of \$10,000) within a time period specified by the government agencies, not to exceed two years. The governmental agencies determining the amount of financial guarantee shall provide a letter to the Planning Director (copy to the applicant) setting forth the amount of bond, conditions of acceptance and the period covered. The Planning Director will inform all interested governmental agencies, particularly the County Building Inspection Director.
- C. Upon completion of the improvements as required by this Chapter, written notice thereof shall be given by the applicant to the bond holder, who shall cause an inspection of the improvements to be made. The bond holder will, within 30 days of the date of notice, authorize in writing the release of the security given, provided improvements have been completed in accordance with the required specifications. Should the improvements not be completed in accordance with the required specifications by the date originally stipulated in writing by the bond holder, the funds derived from said bond will be used by the bond holder to complete the improvements according to required specifications, at the earliest reasonable time. Where it appears that the bond was insufficient to finance the required improvements after the applicant has defaulted, County Council will assess the individual applicant the cost of the improvements over and above the surety amount.
- D. In no instance will the bond issuer or bond holder be authorized to extend for the applicant the completion date originally stipulated.

- E. Pro-rated refunds based on a percentage of overall completion shall not be authorized, with the exception of an irrevocable bank letter of credit.
- F. In lieu of completed subdivision improvements, the decision-making body may accept the written guarantee of a governmental agency to complete required improvements within 90 days of the date of such acceptance by County Council. Failure to complete required improvements within the 90-day period shall void, any subdivision approvals received by the applicant.
- G. The acceptance of performance bonds in lieu of completed performance is made possible only by the introduction of effective occupancy control. This control will be coordinated with final approvals so as to ensure that all conditions covered by one or more bonds are completely fulfilled, except as specified in the Charleston County Building Code, before an occupancy permit can be issued by the County Building Inspection Director.

#### **§8.14.2 MAINTENANCE GUARANTEES**

Street and stormwater management/drainage systems that are to be dedicated to Charleston County for public maintenance shall be under warranty for all defects and failures for a period of two years. Prior to Final Plat approval, the developer shall provide written verification of financial responsibility for the correction of any defects and/or failures in those related improvements that will be dedicated to the county. The warranty shall be in an amount of at least ten percent of the construction costs. The cost amounts shall be verified by the Public Works Director. The warranty shall be effective for a period of two years from the date of acceptance by the County Council. The financial warranty shall be in the form of a no-contest, irrevocable bank letter of credit, a performance and payment bond underwritten by an acceptable South Carolina licensed corporate surety. Payment is subject to County Attorney approval of the guarantee to determine that the interests of Charleston County are protected. The Public Works Director shall maintain surveillance over the system and provide written notification to the developer if repair work is required during the warranty period. The Public Works Director shall identify defects not considered to be a public safety issue and notify the developer of such defects. The developer shall then have 30 days to prepare a schedule of corrective actions and begin such corrective actions. If not completed within the approved schedule, the Public Works Director shall make the repairs and bill the bonding company. Public safety defects shall be addressed immediately by the Public Works Director, with reimbursement from the bonding company.

## **CHAPTER 9 | DEVELOPMENT STANDARDS**

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**CHAPTER 9 | DEVELOPMENT STANDARDS**

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**ARTICLE 9.1 PURPOSE AND INTENT**

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The purpose of the regulations contained in this Chapter is to protect the public health, safety, and general welfare; to promote harmonious and orderly development; and to foster civic beauty by improving the appearance, character and economic value of civic, commercial and industrial development within the unincorporated areas. The Development Standards are authorized for the following purposes, among others:

- A. Implement the goals, objectives, and policies of the County of Charleston *Comprehensive Plan*;
- B. Facilitate safe transportation, access, vehicular circulation, and parking;
- C. Assure the protection and preservation of natural resources, such as trees and wetlands;
- D. Implement the use of vegetated buffers in order to mitigate the effects of incompatible adjacent uses, to provide transition between neighboring properties and streets, to moderate climatic effects, and to minimize noise and glare;
- E. Implement basic architectural standards, right-of-way buffer standards, and sign standards that will promote attractive, well-designed development, foster balanced streetscapes, and reduce visual clutter along major roadways, thus enhancing safe traffic flow; and
- F. Insure protection from fire, flood and other dangers, and furthering the public welfare in any regard specified by a local governing body.

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**ARTICLE 9.2 Applicability**

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Unless expressly stated, the articles in this Chapter apply to development occurring on property within unincorporated Charleston County.

**ARTICLE 9.3 OFF-STREET PARKING-AND LOADING**

**§9.3.1 GENERAL**

**A. Applicability**

**1. New Development**

The off-street parking and loading standards of this Article apply to any new building constructed and to any new use established.

**2. Expansions and Alterations**

The off-street parking and loading standards of this Article apply when an existing structure or use is expanded or enlarged. Additional off-street parking and loading spaces will be required only to serve the enlarged or expanded area, not the entire building or use, provided that in all cases the number of off-street parking and loading spaces provided for the entire use (preexisting + expansion) must equal at least 75 percent of minimum ratio established in Off-Street Parking Schedule "A" of this Article.

**B. Timing of Installation**

Required parking spaces and drives shall be ready for use and approved by the Planning Director prior to issuance of a Certificate of Occupancy.

**C. Reduction Below Minimums**

The Planning Director shall be authorized to reduce the number of required parking spaces by no more than 10 percent (10%) when more than ten (10) spaces are required with the following conditions:

- 1. The site can support the minimum required number of parking spaces and meet all development standards in this Ordinance including buffers and landscaping requirements; or
- 2. The reduction is necessary to meet the Tree Protection and Preservation regulations contained in Article 9.4 of this Ordinance.

This allowable reduction excludes medical offices and restaurant uses. Any change in use that increases applicable off-street parking or loading requirements will be deemed a violation of this Ordinance unless parking and loading spaces are provided in accordance with the provisions of this Article.

**§9.3.2 OFF-STREET PARKING SCHEDULE A**

~~**Off-street parking spaces shall be provided in accordance with section 10 of the Plan. Unless otherwise expressly allowed, off-street parking spaces shall be provided in accordance with the following.**~~

USE TABLE	NUMBER OF OFF-STREET PARKING SPACES REQUIRED (MINIMUM)
<b>RESIDENTIAL</b>	
Congregate Living	1 per 3 beds
Farm Labor Housing (Dormitory)	0.5 per bed
Adult/Child Group Home or Residential Care Facility	1 per 3 beds, plus 1 per employee in single shift
Multi-Family	1.5 per 1-bedroom unit; 2 per 2-bedroom unit; 2.5 per 3-bedroom and larger units
Retirement Housing	0.75 per 1-bedroom unit; 1 per 2-bedroom unit; 1.5 per 3-bedroom and larger units
Single Family: Detached and attached, including dwelling groups, duplexes and manufactured housing units.	2 per dwelling unit
<b>CIVIC/INSTITUTIONAL</b>	
Cemetery	1 per full time employee
Court of Law	1 per employee plus 1 per every 3 seats of seating available to the public in the courtroom
College or University Facility	1 per 100 square feet classroom plus 1 per 300 square feet office/administrative plus 1 per 3 beds
Community Recreation	1 per 250 square feet of gross floor area
Convalescent Services	1 per 5 beds
Historical Sites, Libraries, Archives or Museums	1 per 300 square feet
Adult or Child Day Care Facilities	1 per employee plus 1 per 5 children/adults
Counseling Service	1 per 150 square feet
Hospital	1 per 2 beds plus 1 per 300 square feet of floor area of administrative and medical offices
Nature Exhibition or Botanical Gardens	1 per employee in single shift plus 2 spaces per acre
Parks & Recreation	1 per 5,000 square feet of land area plus outdoor recreation requirements
Postal Service, United States	1 per 150 square feet of floor area
Railroad Freight Depot	1 per 2,400 square feet
Recycling Collection, Drop Off	1 per recycle collection container
Public Assembly: Including Conference Centers, Concert Halls, Religious Assemblies, Professional, Labor or Political Organizations and Social Clubs or Lodges	1 per 5 fixed seats or 1 per every three (3) persons in structures with non-fixed seating of the maximum occupancy load as established by building code. The number of spaces required may be reduced a maximum of 50% if the assembly area is located within 500 feet of any public or commercial parking lot where sufficient spaces are available by parking agreement.
Intermediate Care Facility for the Mentally Retarded	1 per bed plus 1 per employee in single shift

USE TABLE	NUMBER OF OFF-STREET PARKING SPACES REQUIRED (MINIMUM)
Health Care Related Services: Including Home Health Agency, Laboratory, Outpatient Services and Rehabilitation facilities	1 per 200 square feet of gross floor area with a minimum of 4 spaces
Safety Services	1 per 2 employees
Pre-School or Educational Nursery	1 space per 6 students for which the facility is licensed plus 1 per employee
School, Primary	1 space for each vehicle owned and operated by the school plus two per employee (including faculty, administrative, etc.)
School, Secondary	1 space for each vehicle owned and operated by the school plus two per employee (including faculty, administrative, etc.) plus 1 per 8 students
Personal Improvement Education	1 per every 3 students plus 1 per employee
Utility Service, Major	1 space per employee plus 1 per stored vehicle
Utility Service, Minor	None
Zoo	10 plus 1 per employee in single shift
<b>COMMERCIAL</b>	
Agricultural Sales/Service	1 per 500 square feet of floor area plus 4 per acre outdoor sales/display/storage area
Pet Stores, Grooming Salons, or Small Animal Boarding	1 per 300 square feet of floor area
Bar or Lounge	1 per 75 square feet indoor seating area plus 1 per 200 square feet outdoor seating area
Bed and Breakfast	1 per guest room
Rooming or Boarding House	1 per guest room
Business or Trade School	1 per 100 square feet classroom plus 1 per 300 square feet business/administrative office
Communication: Including data processing and publishing services	1 per 300 square feet of floor area
Heavy Construction Service, General Contractor, or Special Trade Contractors	1 per 400 square feet indoor floor area plus 4 spaces per acre outdoor storage/display/sales area
Convenience Store	1 per 200 square feet of floor area
Charter Boat or Other Recreational Watercraft Rental Services	1 per rental boat or watercraft plus 1 per employee
Construction Tools, Commercial or Industrial Equipment Rental	1 per 250 square feet of floor area not including storage areas
Heavy Duty Truck or Commercial Vehicle Rental or Leasing	1 per rental vehicle plus 1 per employee in single shift
Banks and Financial Services	1 per 300 square feet of floor area, also see drive thru requirements
Food Sales and Grocery Stores	1 per 175 square feet
Funeral Services	1 per 4 seats or 1 per employee, whichever is greater

USE TABLE	NUMBER OF OFF-STREET PARKING SPACES REQUIRED (MINIMUM)
Hair, Nail or Skin Care Service	2 per employee or work station, whichever is greater
Hotel/Motel	1 per room plus spaces as required for associated restaurants, bars, and offices
Kennel	1 plus 1 per employee
Liquor Sales, Beer or Wine Sales	1 per 200 square feet of floor area
Marina	1 space per 200 sq. ft. of office area plus 1 per 3 wet slips and 1 per 5 dry stack storage
Boat Yard	1 per employee
Office, Medical	1 per 150 square feet of floor area
Outpatient Clinic	1 per 200 square feet of floor area with a minimum of 4 spaces
Office, Business/Professional/Administrative	1 per 300 square feet of floor area
Office, Resort Real Estate	1 per 200 square feet of floor area
Office, Parole or Probation	1 per employee plus 1 per 200 square feet of floor area
Office/Warehouse Complex	1 per employee in shift plus 1 per 2000 square feet of office space
Convention Center or Visitors Bureau	4 per 1000 square feet of floor area
Parking, Lot or Garage	1 per employee
Pawn Shop	1 per 200 square feet of floor area
Personal Improvement Service	1 per 200 square feet of floor area
Recreational Vehicle Park or Campground	1 per employee plus 1 per recreational vehicle and camp site
Recreation and Entertainment, Indoor	1 per 3 seats or 1 per 200 square feet of floor area, whichever is greater
Recreation and Entertainment Outdoor	1 per 200 square feet of public activity area plus: Swimming Pool—1 per 200 square feet of water surface area Tennis—2 spaces per court Basketball—5 spaces per court Athletic Field—15 spaces per diamond or field
Fishing or Hunting Guide Service	5 per employee
Fishing or Hunting Lodge (Commercial)	1 per visitor plus 1 per 5 members
Recreation or Vacation Camp	1 per employee plus 1 per camp vehicle or camp site
Golf Courses or Country Clubs	1 per employee plus 4 per golf green, plus 1 per 4 seats for accessory restaurant or bar use
Repair Service, Consumer	1 per 300 square feet of floor area
Catering Service	1 per 400 square feet of floor area

USE TABLE	NUMBER OF OFF-STREET PARKING SPACES REQUIRED (MINIMUM.)
Restaurant, Fast Food	1 per 75 square feet indoor seating area plus 1 per 200 square feet outdoor seating area + vehicle stacking spaces per Article 9.3.8
Restaurant, Fast Food (no inside seating)	1 per employee plus 1 per 200 square feet outdoor seating area + vehicle stacking spaces per Article 9.3.8
Restaurant, General	1 per 75 square feet indoor seating area plus 1 per 200 square feet outdoor seating area
Retail Sales + Service, General	1 per 300 square feet indoor floor area + 5 spaces per acre outdoor storage/display/sales area
Shopping Center (mixed retail, office, food sales, restaurant)	1 space per 200 square feet
Nonstore Retailers	1 per employee plus 2 spaces for deliveries
Building Materials or Garden Equipment and Supplies Retailers	1 per 200 square feet of floor area not including storage plus 1 per employee
Services to Buildings and Dwellings	1 per employee plus 1 space for deliveries
Scrap and Salvage Service	1 per employee plus 2 per acre
Self-Service Storage/Mini Warehouse	3 spaces plus 1 space per employee and 1 space per 100 units
Gasoline Service Station	1 per 200 square feet of gross floor area plus vehicle stacking spaces per Article 9.3.8
Truck Stop	1 per employee plus truck space parking plus any parking required in this table when restaurant or motel is included.
Stable (Boarding or Commercial for Hire)	1 per 2 stalls
Vehicle Repair, Consumer	2 per employee or service bay
Vehicle Sales or Vehicle Rental or Leasing	1 per 2,500 square feet of display, 1 per 250 square feet indoor enclosed floor space
Vehicle Parts, Accessories or Tire Stores	1 per 300 square feet of floor area (10 space minimum)
Vehicle Storage	1 per 2 employees
Veterinary Services	3 spaces per each veterinarian or allied professional
<b>INDUSTRIAL</b>	
Repair Service, Commercial	1 per 400 square feet office area plus 1 per 2 employees
Dry-Cleaning Plant, Carpet-Cleaning Plant or Commercial Laundry	1 per employee plus 1 per 3 washing/drying machines if provided for customer use
Photo Finishing Laboratory	1 per 200 square feet of floor area
Manufacturing and Production	1 per 400 square feet of office area plus 1 per 2 employees
Warehouse and Distribution Facilities	1 per 300 square feet office area plus 1 per 600 square feet for 1-12,000 square feet warehouse/storage area plus 1 per 900 square feet for remaining warehouse/storage area (over 12,000 square feet)
Wholesale Sales	1 per 600 square feet for 1-12,000 square feet + 1 per 900 square feet for remaining area (over 12,000 square feet)

<b>USE TABLE</b>	<b>NUMBER OF OFF-STREET PARKING SPACES REQUIRED (MINIMUM)</b>
<b>AGRICULTURAL AND OTHER USES</b>	
Animal Production	None
Aviation	1 space per 5 aircraft tie-down or storage plus 1 space per 4 seats in waiting room areas
Sightseeing Transportation, Land or Water	1 per 2 seats of sightseeing vehicle
Taxi or Limousine Service	1 per employee plus one per vehicle that provides service
Urban Transit Service	1 per 100 square feet of public waiting area plus 1 per two employees and 1 per transit vehicle
Water Transportation	1 per two seats of transportation vehicle plus 1 per employee
Communications Towers	None
Crop Production	None
Agricultural Processing	1 per employee
Roadside Stands	3 per stand
Horticulture, Greenhouse or Hydroponics Production	1 per employee
Commercial Timber Operations	None
Lumber Mills, Planing or Saw Mills	1 per employee plus 1 per commercial vehicle plus 1 per 400 square feet of floor area
Recycling Center or Waste Related Use	1 per employee
Resource Extraction	1 per 2 employees

**§9.3.3 RULES FOR COMPUTING PARKING AND LOADING REQUIREMENTS**

The following rules apply when computing off-street parking and loading requirements:

**A. Multiple Uses**

Lots containing more than one use must provide parking and loading in an amount equal to the total of the requirements for all uses.

**B. Fractions**

When measurements of the number of required spaces result in a fractional number, any fraction of one-half or less will be rounded down to the next lower whole number and any fraction of more than one-half will be rounded up to the next higher whole number.

**C. Area Measurements**

Unless otherwise expressly stated, all square-footage-based parking and loading standards must be computed on the basis of gross floor area. Storage areas or common areas incidental to the principle use shall be exempt from this measurement when the following conditions are met:

1. The storage area or common area is a minimum of two hundred fifty (250) square feet; and
2. The applicant has provided documentation that such areas will not be used as space for employees, customers, or residents.

**D. Occupancy-Based Standards**

For the purpose of computing parking requirements based on employees, students, residents or occupants, calculations shall be based on the largest number of persons working on any single shift, the maximum enrollment or the maximum fire-rated capacity, whichever is applicable and whichever results in the greater number of spaces.

**E. Unlisted Uses**

Upon receiving a development application for a use not specifically listed in an off-street parking schedule, the Planning Director shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require parking spaces in accordance with a parking study prepared by the applicant.

**§9.3.4 LOCATION OF REQUIRED PARKING****A. On-Site Parking**

1. Except as expressly stated in this Section, all required off-street parking spaces may be located on any lot and or street right-of-way within the Real Property must be located on the same lot as the principal use and shall be arranged and laid out so as to ensure that no parked or maneuvering vehicle will encroach upon a sidewalk, public right-of-way or property line.
2. ~~Parking lots in Office (O) and Commercial (C) districts containing more than ten parking spaces shall be located to the side or rear of the principal structure's front facade or within a courtyard surrounded by a structure on at least three sides.~~



## B. Off-Site Parking

~~A maximum of 50% of off-street parking spaces may be located on a separate lot from the lot on which the principal use is located if the off-site parking complies with the all of following standards. If any one of the following standards cannot be met, Special Exception approval shall be required:~~

~~1. Off-site parking may not be used to satisfy the off-street parking standards for residential uses (except for guest parking), restaurants, convenience stores or other convenience-oriented uses. Required parking spaces reserved for persons with disabilities shall not be located off-site.~~

~~2. No off-site parking space may be located more than 600 feet from the primary entrance of the use served, unless shuttle bus service is provided to the remote parking area. Off-site parking spaces may not be separated from the use that it serves they serve by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided, or other traffic control or shuttle bus service is provided to the remote parking area.~~

~~3. Parking spaces located off site in accordance with this Section shall be considered accessory to the primary use, regardless of the fact that such accessory use is not located on the same parcel as the principal use.~~

~~4. Off-site parking areas serving uses located in Nonresidential zoning districts must be located in non-residential zoning districts. Off-site parking areas serving uses located in Residential or Agricultural zoning districts may be located in Residential, Agricultural or Nonresidential zoning districts.~~

1. In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement will be required. An attested copy of the agreement between the owners of record must be submitted to the Planning Director for recording on forms made available in the Planning Department. Recording of the agreement with the Register of Mesne Conveyance must take place before issuance of a zoning permit, building permit or Certificate of Occupancy for any use to be served by the off-site parking area. An off-site parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with this Article. ~~This section does not apply to on-street parking spaces.~~

~~6. Shared parking areas must be connected by a continuous network of sidewalks and pedestrian crosswalks.~~

## C. Shared Parking

***Notwithstanding the following, the shared parking standards in the Plan, including Table 10.2, shall apply to the Real Property.***

1. Uses with different operating hours or peak business periods may share off-street parking spaces if the shared parking complies with the all of following standards. If any one of the following standards cannot be met, Special Exception approval shall be required.
- ~~2. Shared parking spaces may be located anywhere on the Real Property. must be located within 600 feet of the primary entrance of the use served, unless shuttle bus service is provided to the shared parking area. Shared parking may not be separated from the use that it serves by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided, or other traffic control or shuttle bus service is provided to the parking area.~~
- ~~3. Shared parking areas serving uses located in Nonresidential zoning districts must be located in non-residential zoning districts. Shared parking areas serving uses located in Residential or Agricultural zoning districts may be located in Residential, Agricultural or Nonresidential zoning districts.~~
2. Those wishing to use shared parking as a means of satisfying off-street the parking requirements must submit a shared parking analysis to the Planning Director that clearly demonstrates the feasibility of shared parking. The study must be provided in a form established by the Planning Director and made available to the public. It must address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.
3. A shared parking plan will be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record must be submitted to the Planning Director for recording on forms made available in the Planning Department. Recording of the agreement with the Register of Mesne Conveyance must take place before issuance of a building permit or Certificate of Occupancy for any use to be served by the off-site parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with this Article. ~~This section does not apply to on-street parking spaces~~
- ~~6. Shared parking areas must be connected by a continuous network of sidewalks and pedestrian crosswalks.~~

**§9.3.5 ACCESSIBLE PARKING FOR PHYSICALLY DISABLED PERSONS**

The parking standards of this Article are intended to ensure compliance with the Americans with Disabilities Act (ADA). A portion of the total number of required off-street parking spaces in each off-street parking area shall be specifically designated, located and reserved for use by persons with physical disabilities.

**A. Number of Spaces**

The minimum number of accessible spaces to be provided shall be a portion of the total number of off-street parking spaces required, as determined from the following schedule. Parking spaces reserved for persons with disabilities shall be counted toward fulfilling off-street parking standards.



Total Parking Spaces Provided	Minimum Number of Accessible Spaces	Minimum Number of Van- Accessible Spaces	Minimum Number of Car-Accessible Spaces
1-25	1	1	0
26-50	2	1	1
51-75	3	1	2
76-100	4	1	3
101-150	5	1	4
151-200	6	1	5
201-300	7	1	6
301-400	8	1	7
401-500	9	2	7
501-1,000	2%of total spaces	1 out of every 8 accessible spaces	7 out of every 8 accessible spaces
Over 1,000	20 + 1 per each 100 spaces over 1,000		

#### 8. Minimum Dimensions

All parking spaces reserved for persons with disabilities shall comply with the parking space dimension standards of this Section, provided that access aisles shall be provided immediately abutting such spaces, as follows:

1. Car-accessible spaces shall have at least a five-foot-wide access aisle located abutting the designated parking space\_
2. Van-accessible spaces shall have at least an eight-foot-wide access aisle located abutting the designated parking space.

### §9.3.6 PARKING SPACE AND PARKING LOT DESIGN

#### A. Parking Lot Design

**Parking layouts shall be approved by the ARB.** Dead end type of parking layouts that cause or contribute to poor vehicular circulation will not be allowed unless all other site configurations and parking options of the required number of parking spaces have been exhausted.

#### 8.

#### Aisle Widths and Parking Space Dimensions

Drive aisle widths and parking space dimensions shall comply with the standards in the following table. Twenty percent (20%) of the minimum number of required parking for a development may utilize compact and sub-compact vehicle parking dimensions. These dimensions shall be a minimum of 7 feet 6 inches x 15 feet (7'6" x 15') and clearly marked for compact vehicles only.

XO	Stall Width A	Stall Depth B	Aisle Width C	Skew Width D
60°	8' 0" 8' 6" 9' 0"	19'7" 18'0" 17' 0"	19'0" 18' 0" 17' 0" *One Way	9'3" 9' 10" 10' 5"
45°	8' 0" 8' 6" 9' 0"	18'5" 18'8" 19' 1"	12'0" 11'0" 11'0" *One Way	11'4" 12'0" 12'9"
30°	8' 0" 8'6" 9'0"	15' 11" 16'5" 16' 10"	11'0" 10'0" 9' 0" *One Way	16' 0" 17'0" 18' 0"
90°	8' 0" 8' 6" 9' 0"	22' 0" 22' 0" 23' 0"	11' 0" 11' 6" 12' 0" *One Way	N/A (PARALLEL)
	8' 0" 8' 6" 9' 0"	18' 0" 18'0" 18' 0"	28' to 32' 25' to 29' 23' to 27' *Two Way	N/A

Note: Two Way drive aisles shall always require a minimum width of 23 feet.

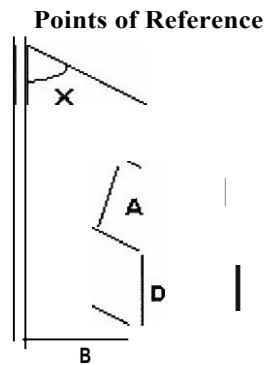


Figure 2

**C. Parking Lot Landscaping**

See Article 9.5 of this Chapter.

**D. Markings and Surface Treatment**

1. In paved parking areas, each off-street parking space shall be identified by surface markings at least four inches in width. Markings shall be visible at all times. Such markings shall be arranged to provide for orderly and safe loading, unloading, parking and storage of vehicles. In unpaved parking lots, all parking spaces must have a curb stop (minimum height of four inches) or another feature approved by the ARB to delineate the location of the space and to prevent the encroachment of parking onto adjoining properties, rights-of-way, or landscaped areas.

2. One-Way ~~and Two-Way~~ accesses into required parking facilities shall be identified ~~by directional arrows.~~
3. Unpaved parking lots must have an all weather surface such as gravel, slag or other pervious surface, not including asphalt shingles. ~~Entrance and exit drives serving unpaved parking lots accessed from a paved street must be paved from the edge of the street pavement to a distance of 20 feet into the property. No more than 120 percent of the required number of off-street parking spaces may be paved and no more than 70 percent of all developable land within parcels may be paved, unless approved by the Planning Director.~~

#### E. Access

1. Required parking spaces shall not have direct access to a street ~~unless if the street and the parking spaces are appropriately designed for such maneuvers as determined by the directors of Planning and Public Works. or highway. Access to required parking spaces shall be provided by on-site driveways. Off street parking spaces shall be accessible without backing into or otherwise reentering a public right-of-way.~~
2. Parking lot entrance and exit drive curb cuts within the River Village shall be located based on conditions as determined by the ARB. Parking lot entrance and exit drive curb cuts in all other locations will not be more than 30 feet in width. Entrances or exits which include a median strip to separate traffic flow in opposite directions may be expanded to 60 feet. Curb cuts shall be allowed in accordance with the following table:

LENGTH OFFRONTAGE	MAXIMUM NUMBER OF DRIVEWAYS
250 feet or less	1*
251 feet to 1,500 feet	2
1,500 feet or more	3

\* On frontages of 250 feet or less, a pair of one-way driveways may be substituted only if the internal circulation on the site is compatible with the one-way driveways and wrong-way movements on the driveways are rendered impossible or extremely difficult for motorists. Refer to the South Carolina Department of Transportation's Access and Roadside Management Standards Manual for recommended spacing of driveways based on speed of traffic.

3. ~~Except within the River Village e~~Entrance and exit drives shall be located at least 100 feet from the edge of the right-of-way of any street intersection. If the subject lot has less than 100 feet of frontage, the Planning Director shall be authorized to alter these requirements. Suitable provisions will be made to prevent ingress or egress at other than designated entrance or exit drives. Within the River Village entrance and exit drives shall be located a safe distance from the right-of-way as determined by the design engineer.
4. The Planning Director shall be authorized to require that access to dwelling units comply with the International Fire Code, as adopted by County Council.
5. Shared access between parcels may be allowed with written agreement among all owners of record. An attested copy of the access agreement between the owners of record must be submitted to the Planning Director for recording on forms made available in the Planning Department.

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Recording of the agreement with the Register of Mesne Conveyance must take place before issuance of a zoning permit or certificate of occupancy for any use to be served by shared access. Any shared access must meet all dimensional requirements of this Ordinance and any applicable SCOOT requirements.

### §9.3.7 USE OF REQUIRED PARKING SPACES

Required off-street parking areas shall be used solely for the parking of licensed, motor vehicles in operating condition. Required spaces may not be used for the display of goods for sale or lease, for motor vehicle repair or service work of any kind, or for long-term storage of vehicles, boats, motor homes, campers, manufactured housing units, or building materials.

### §9.3.8 Vehicle Stacking Areas

#### A. Minimum Number of Spaces

Off-street stacking spaces shall be provided as follows:

Activity Type	Minimum Spaces	Measured From
Bank teller lane	3	Teller Window
Automated teller machine	2	ATM
Restaurant drive-through	5	Order Box
Restaurant drive-through	4	Order Box to Pick-Up Window
Car wash stall, automatic	4	Entrance
Car wash stall, self-service	3	Entrance
Dry Clean Service	3	Pick up Window
Gasoline pump island	2	Pump Island
Other	Determined by Planning Director	

#### B. Parking Area Design and Layout

Required stacking spaces are subject to the following design and layout standards:

- Stacking spaces must be a minimum of eight feet by 20 feet in size.
- Stacking spaces may not impede on or off-site traffic movements or movements into or out of off-street parking spaces.
- Stacking spaces must be separated from other internal driveways by raised medians if deemed necessary by the Director of Public Works for traffic movement and safety.
- The Planning Director may require pick-up and drop-off loop drives with sufficient vehicle stacking lanes to prevent vehicle backups into internal



travel lanes and parking lots for school uses, adult and child day care facility uses, public assembly uses, and conference facility uses.

### §9.3.9 OFF-STREET LOADING

#### A. Spaces Required

For every retail sales, service, wholesaling, warehousing, or manufacturing establishment and each bus or truck terminal, there shall be provided sufficient space to accommodate the maximum number of trucks that will be loading, unloading, or standing at any one time.

#### B. Size of Space

Each off-street loading space shall be of a size commensurate with the buildings to be accommodated. In no case shall required off-street loading space encroach upon off-street parking space required under this Article.

#### C. Location

All required off-street loading spaces shall be located near the on the same lot as the building which they are intended to serve.

#### D. Entrances and Exits

Off-street loading entrance and exit drives shall be located at least 25 feet from any street intersection.

#### E. Loading Spaces Adjacent to Sidewalks

Where a loading space is adjacent to a public sidewalk or other public pedestrian way, it shall be so located, arranged, and improved with curbs or other barriers, as to provide adequate protection for pedestrians.

#### F. Maneuvering Areas

All off-street loading spaces shall be provided with adequate off-street maneuvering areas.

#### G. **Exception: River Village area may load from the public right-of-way and or drive isle as approved by the ARB.**

#### Landscaping, Buffers and Screening

See Article 9.5 of this Chapter.

### §9.3 .10

#### PEDESTRIAN WAYS

#### A.

##### Where Required

1. Paved *or unpaved pedestrian* ways shall be provided in all non-residential development within the Urban and Suburban Areas of the County; and
2. Paved *or unpaved* pedestrian ways shall link surrounding roadways with the front entrance and shall provide pedestrian linkages between the proposed development and uses on adjoining lots.

#### B.

##### Placement

Paved pedestrian ways within publicly dedicated right-of-ways shall conform to the construction details for paved sidewalks contained in Charleston County

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County of Charleston Zoning and Land Development Regulations

Road Construction Standards, Appendix A. Alternative surface walkways may be used outside of right-of-ways when deemed appropriate to surrounding development characteristics by the Planning Director.

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**ARTICLE 9.4 TREE PROTECTION AND PRESERVATION**

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**§9.4.1 GENERAL****A. Findings**

Trees are an essential natural resource, an invaluable economic resource, and a priceless aesthetic resource. Trees play a critical role in purifying air and water, providing wildlife habitat, and enhancing natural drainage of stormwater and sediment control. They also help conserve energy by providing shade and shield against noise and glare. Trees promote commerce and tourism by buffering different land uses and beautifying the landscape. The Tree Protection and Preservation regulations of this Article are intended to enhance the health, safety and welfare of Charleston County citizens.

**B. Applicability and Exemptions****1. Applicability**

The provisions of this Article in their entirety shall apply to all real property in unincorporated Charleston County, except as otherwise expressly exempted.

**2. Exemptions**

- a. Single family detached residential lots of record shall be exempt from all provisions in this Article except for the Grand Tree documentation, protection and replacement provisions. ~~This exemption does not include applications for Major or Minor Subdivisions for which landscape buffers may be required per Section 9.5.4~~
- b. The Planning Director shall be authorized to modify or reduce the standards of this Article for commercial nursery operations.
- c. This Article shall not restrict public utilities and electric suppliers from maintaining safe clearance around existing utility lines, and existing easements in accordance with applicable state laws. Siting and construction of future gas, telephone, communications, electrical lines or other easements shall not be exempt from the provisions of this Article.
- d. Removal of trees for the purpose of conducting "bona fide forestry operations" shall be exempt from the provisions of this Article except for removal of Live Oak species of Grand Trees.
- e. Removal of trees for the purpose of establishing bona fide agricultural uses, as specified in Section 3.8.2A of this Ordinance,

shall be exempt from the provisions of this Article except for the *Grand Tree* documentation, protection and replacement provisions.

- f. Removal of trees for the purposes of maintaining safe clearance for aircraft as required by federal law or the establishment of facilities exclusively dedicated to aviation operations are exempt from this Article.
- g. Removal of trees on *Lots or Development Parcels* ~~properties~~ **to be developed for use as in the a Golf Course(s), wastewater treatment facility, commercial area or any area developed pursuant to a traditional neighborhood design** ~~Industrial Zoning District~~ is permitted pursuant to the following conditions:
  - i. Tree removal cannot occur prior to site plan approval;
  - ii. This exemption shall not apply to Live Oak species of *Grand Trees* or any ~~P~~*protected T*rees within required buffers and parking lots; and
  - iii. Mitigation of removed trees, as stated in this Section, is required. ~~Staff~~ **The ARB** shall approve the mitigation of such trees in accordance with Section 9.4.6 of this Ordinance. **Evidence of such mitigation shall be provided to the Planning Director.**

### **3. Partial Exemptions for SCDOT and CCPW**

The South Carolina Department of Transportation (SCDOT) and Charleston County Public Works (CCPW) shall be exempt from the provisions of this Article except the following:

- a. All trees species measuring 6 inches or greater *DBH* located in rights-of-way along Scenic Highways as designated in this Ordinance shall be protected and require a variance from the Charleston County Board of Zoning Appeals for removal per Article 9.4.5B and 9.4.6.
- b. *Grand Tree* Live Oak species in all present and future rights-of-way shall be protected and require a variance from the Charleston County Board of Zoning Appeals for removal per Article 9.4.5.B and 9.4.6.
- c. All *Grand Trees* other than Live Oak species not located on a Scenic Highway are protected but may be permitted to be removed administratively when mitigated per Article 9.4.6.

### **C. DEFINITION OF "TREE REMOVAL"**

For the purpose of this Article, the term "tree removal" shall include, but not be limited to, damage inflicted to the root system by machinery; girdling; storage of materials and soil compaction, changing the natural grade above or below the root system or around the trunk; damage inflicted on the tree permitting fungus

infection or pest infestation; excessive pruning; excessive thinning; paving with concrete, asphalt or other impervious material within such proximity as to be harmful to the tree; or any act of malicious damage to a tree. Excessive pruning or thinning shall be pruning or thinning that exceeds more than 25 percent of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a growing season. Additionally, one-half of the foliage of a mature tree is to remain evenly distributed in the lower two thirds of the crown and individual limbs upon completion of any pruning.

## D. MEASUREMENTS AND DEFINITIONS

### 1. **Diameter Breast Height**

~~Diameter Breast Height is used for measuring all trees greater than 23-inch caliper. The Diameter Breast Height (DBH) of a tree is the total diameter, in inches, of a tree trunk or trunks measured 4 ½ feet above existing grad (at the base of the tree). In measuring DBH, the circumference of the tree shall be measured with a measuring tape design specifically to calculate diameter. A standard measuring tape may be used to measure diameter when the circumference is divided by 3.14. If a tree trunk splits at ground level and the trunks and do does not share a common base (separated by earth at natural grade), then each trunk shall be measured as a separate tree. If a multi-trunk tree splits below the 4.5 feet mark and the trunks share a common base, all trunks shall be measured separately, added together, and count as one tree. Any trunk measuring less than 8 inches DBH is not included in the calculation. **Diameter Breast Height or DBH shall be as defined in section 3 of the Plan.**~~

### ~~2.1.~~ **Caliper**

Caliper is the diameter of a tree trunk measured six inches above the ground on trees with calipers of four inches or less. For trees between four-inch and 12-inch caliper, the trunk is measured 12 inches above the ground.

### ~~3.~~ **Grand Tree**

~~Any tree measuring 24 inches or greater diameter breast height (DBH) except pines. All Grand Trees are prohibited from removal unless a Grand Tree Removal Permit is issued. **Grand Tree. shall be as defined in section 3 of the Plan.**~~

### ~~4.~~ **Protected Trees**

~~Any tree on a parcel with a diameter breast height of eight inches or greater prior to development and all trees within required buffers or required landscape areas. Limited removal is allowed only when specified by the provisions of this Ordinance. **Protected Tree shall be as defined in section 3 of the Plan.**~~

## §9.4 .2

### ADMINISTRATION

#### A. Zoning Permit Required

### 1. **Tree Removal**

Removal of required trees is prohibited prior to the issuance of a Zoning Permit by the Planning Director. Zoning Permits will be issued only after a tree plan is approved by the Planning Director ARB (with respect to any Protected Trees other than Grand Trees) and the Planning Director (with respect to Grand Trees), as outlined below.

### 2. **Excess Canopy (Limb) Removal**

- a. Removal of three or more limbs with an individual diameter of six inches or greater shall require a Zoning Permit approval by the ARB.
- b. Removal of any size limbs which contribute to more than one hundred continuous linear feet of canopy over public roadways shall require Variance approval from the Board of Zoning Appeals. This requirement shall not preclude the SCOOT, CCPW or other entities from maintaining height clearances of 14' or less and width clearances within designated travel ways and from removing unprotected trees along right-of-ways for road widening projects.

### 8. **Documentation**

Tree plans, prepared by a licensed registered surveyor, civil engineer or landscape architect shall be required on all non-exempt parcels before any zoning permits are issued.

## §9.4.3 **TREE PLANS AND SURVEYS**

### A. **General**

Tree plans of the same scale as, and superimposed on, a development site plan or preliminary plat shall include location, number, size (*j* BH), and species with a scaled graphic representation of each *Grand Tree*, canopy size and shape, and the trunk location. All required tree surveys shall include the name, phone number, address, signature, and seal of a licensed surveyor, landscape architect, or civil engineer registered in the State of South Carolina. The survey shall include all trees to be protected or preserved, and those scheduled to be removed, including dead and damaged trees. In cases where a previously approved recorded plat is utilized for the purpose of tree plans the name, address, phone number, signature and seal of the licensed landscape architect, civil engineer, forester or surveyor, registered in the State of South Carolina shall be provided. A scaled infrared or high resolution black and white aerial photograph or print of equal quality may be substituted in cases where the Planning Director ARB determines that it would provide the same information as a tree plan. However, all *Grand Trees* within 40 feet of proposed construction and land disturbance areas and trees within required buffers must be surveyed and mapped.

### B. **Major and Minor Subdivision Preliminary Plats**

Refer to Section 8.4.2.A.4 Preliminary Plat Application in the Subdivision Regulations of Chapter 8 of this Ordinance.

### C. **Commercial, Industrial and Multi-Family Parcels**

1. All tree surveys must show the location, number, size and species of all ~~Trees 8 inches or greater DBH (Diameter Breast Height)~~ **Protected Trees**, including those scheduled to be removed.
2. When there are ~~Protected Trees trees 8 inches or greater DBH~~, documentation of this fact shall be provided from a registered surveyor, engineer or landscape architect.

[Commentary: Assistance in tree identification and condition should be provided by a forester or qualified arborist.]

#### D. Single Family Detached Residential Parcels

1. Single family detached residential parcels shall show all *Grand Trees* within the area of construction and land disturbance and in conjunction with the subdivision regulations of this Ordinance at the time a zoning or building permit application is made.

### §9.4.4 REQUIRED TREE PROTECTION

#### A. General

All *Grand Trees* and any other trees required to remain on a site as outlined in this Ordinance must be protected during construction and development of the parcel. Tree protection must be shown on all development plans prior to site plan approval. A site inspection of the tree barricades must be scheduled by the applicant with the Planning Department for approval prior to the issuance of permits or the start of development activities.

Prior to issuance of a zoning permit, a pre-construction planning conference for tree preservation is required on site with the Planning Director's representative **and the ARB's representative**, the applicants, and any parties deemed appropriate for the purpose of determining if there is a need for additional tree protection techniques and for designating placement of tree barricades, construction employee parking, temporary construction office and dumpsters.

#### B. Tree Protection During Development and Construction

Protective barricades shall be placed around all required trees in or near development areas on all zoning parcels, prior to the start of development activities. These barricades, constructed of wood or plastic fencing or other approved materials shall be erected in accordance with standards by the Planning Director **(with respect to Grand Trees only) and standards by the ARB (with respect to all other Protected Trees)** and placed beneath the canopy drip line or one and one-half feet times the *DBH* of the tree. Other protective devices or construction techniques may be used as approved by the Planning Director. The barricades shall remain in place until development activities are complete. The area within the protective barricade shall remain free of all building materials, dirt, fill, or other construction debris, vehicles, and development activities. All ~~Grand Trees required trees~~ are also subject to the provisions of Section 9.5.6 of this Chapter and subject to the enforcement criteria of Chapter 11.

**C. Partial Exception for Limited Clearing**

Limited clearing and grubbing may be authorized by the Planning Director **(with respect to Grand Trees only) and the ARB (with respect to all other Protected Trees)** prior to the installation of protective tree barricades on sites that exhibit unusually heavy undergrowth where access to the interior of the site and its protected trees would be otherwise highly impractical. Limited clearing shall be for the express purpose of accessing the property and ~~P~~**Protected Trees** to erect the required tree protection and silt fencing. For the purposes of this Article, limited clearing shall be clearing done with hand tools, push or walk behind equipment or lightweight bush-hog type equipment designed specifically for brush and undergrowth clearing that is not capable of removing vegetation greater than 3 inches in diameter. Under no circumstances will metal tracked bulldozers, loaders, or similar rider/operator types of equipment be allowed on the site until the protective barricades are erected and a zoning permit is issued.

**D. Separation of Trees from Pavement, Grading and Structures**

Paved areas shall be separated from trees by a minimum distance of the drip line or one and one-half feet times the *P BH* or as modified by the Planning Director **(with respect to Grand Trees only) or the ARB (with respect to all other Protected Trees)** as deemed necessary to protect the root system of the tree. Paved areas shall not constitute more than 25 percent of the protected area beneath a tree. Any paving, grading, trenching, or filling within the remaining 75 percent of the protected area must be approved by the Planning Director **(with respect to Grand Trees only) or the ARB (with respect to all other Protected Trees)** and may require specific construction techniques be used in order to preserve the health of the tree. Refer to Chapter 9 exhibits for examples. When grading and construction within the protected area of a tree has been approved, all damaged roots shall be severed clean and inspected by the County Landscape Architect or Inspector **(with respect to Grand Trees only) or a representative of the ARB (with respect to all other Protected Trees)** prior to the receipt of a Zoning Permit.

**E. Quantity and Location of Trees to be Protected**

Before the issuance of a Zoning Permit for Commercial, Industrial, Multi-Family, and Civic/Institutional uses, the following number of **Protected Trees** trees with a diameter breast height of 8 inches or greater shall be preserved and protected in accordance with the provisions of Section 9.4.4.B of this Ordinance. All trees located within required buffers as outlined in Article 9.5 shall be protected.

1. 20 trees per acre; or
2. Any number of trees with a combined DBH (diameter breast height) of at least 160 inches per acre.
3. Required drainage improvements such as detention and retention ponds and wetlands may be subtracted from the area used to calculate tree preservation requirements.
4. Exception: This section does not apply to the River Village area



### §9.4.5 TREE REMOVAL

#### A. Generally

Permits for tree removal may be approved where one or more of the following conditions are deemed to exist by the Planning Director **(with respect to *Grand Trees* only) or the ARB (with respect to all other *Protected Trees*):**

1. Trees are not required to be retained by the provisions of this Article.
2. Trees are diseased, dead or dying (as determined by the Planning Director **(with respect to *Grand Trees* only) or the ARB (with respect to all other *Protected Trees*)** or a qualified arborist);
3. Trees pose an imminent safety hazard to nearby buildings, or pedestrian or vehicular traffic (as determined by the Planning Director **(with respect to *Grand Trees* only), or the ARB (with respect to all other *Protected Trees*)** or a qualified arborist); or
4. Removal of required trees has been approved by the Board of Zoning Appeals **(with respect to *Grand Trees* only) or the ARB (with respect to all other *Protected Trees*)**.

#### B. Variances

*Grand Trees* ~~and protected trees~~ that do not meet the above criteria may be removed only where approved by the Board of Zoning Appeals, and shall be replaced according to a schedule determined by the Board. The Planning Director will make recommendations to the Board concerning the number, species, *DBH* or caliper, and placement of such trees. ***Protected Trees that do not meet the above criteria may be removed only where approved by the ARB and shall be replaced according to a schedule determined by the ARB. The applicant shall provide evidence of mitigation to the Planning Director.***

#### C. Emergency Provisions

In the event that a tree poses a serious and imminent threat to public safety due to death, disease or damage resulting from emergencies including, but not limited to, fires, flooding, storms, and natural disasters, the Planning Director may waive requirements of this Article. Documentation must later be submitted for review outlining the threat to public safety which initiated the removal. Documentation must include any written findings by a qualified arborist and photographs supporting the tree removal emergency. The Planning Director may require replacement of required trees that are removed where it is determined that death or disease resulted from negligence.

#### D. Violations and Penalties

Violations and penalties are specified in Chapter 11 of this Ordinance.

### §9.4.6 TREE REPLACEMENT

#### A. Generally

Tree replacement shall be required accompanying development on all non-

exempt properties in the manner described below:

1. When replacement canopy trees are required in fulfillment of the requirements of this Article, they shall be no smaller than two and one-half-inch caliper.
2. **With respect to Grand Trees only,** The Planning Director or Board of Zoning Appeals is empowered to require trees of larger caliper as determined appropriate for site-specific conditions and the circumstances, lawful or illegal, under which removal occurred.
3. **With respect to all other Protected Trees, the ARB is empowered to require trees of larger caliper as determined appropriate for site-specific conditions and the circumstances, lawful or illegal, under which removal occurred.**

**B. Wooded Site with 160 Inches per Acre or More DBH**

**The requirements of this section apply to all areas of the development except the River Village.** When ~~trees of 8 inches DBH or greater Protected Trees~~ have been removed in violation of this Ordinance, replacement trees shall be planted in the same general area according to a replacement schedule approved by the Planning Director ~~(with respect to Grand Trees only) and the ARB (with respect to all other Protected Trees).~~

**C. Sites with Less Than 160 Inches per Acre Combined DBH**

**The requirements of this section apply to all areas of the development except the River Village.** When lots lack a sufficient number of trees to meet the requirement for DBH/number of trees per acre, all ~~Protected Trees trees six inches DBH or greater~~ shall be preserved and protected in accordance with Section 9.4.4.B of this Chapter during development and must equal no less than 40 inches per acre combined DBH. On lots with less than 40 inches per acre combined DBH, additional trees shall be planted on the lot equaling or exceeding 40 inches per acre combined DBH. Planting schedules shall be approved by the ~~ARB Planning Director~~.

**D. Previously Cleared Sites**

Where sites were completely cleared of trees prior to adoption of this Article or have been cleared subsequently for activities exempted from this Article, replacement trees shall be planted, the combined caliper of which equals or exceeds 40 inches per acre. Replacement schedules, including number, species, caliper and placement shall be approved by the ~~ARB Planning Director~~.

**E. Tree Fund**

The Tree Fund is a fund established to receive monies exacted from tree removal violation fines to include, but not be limited to, removal, damage, destruction, or as defined in Section 9.4.1.C of this Chapter, and as a form of mitigation when planting of the required trees is determined to be detrimental to the overall health of existing trees or impractical for the intended site design. The Planning Director shall impose a Tree Mitigation fee based on the current market retail value of two- to three-inch caliper trees installed to the American Association of Nurserymen Standards. If the applicant disagrees with the amount of the Tree Mitigation fee imposed, they may file appeal with the Board

of Zoning Appeals in accordance with the provisions contained in this Ordinance. All Tree Mitigation fees collected shall be paid to the County Treasurer and placed in an account established exclusively for public beautification through the planting of trees in Charleston County.

**F. Bankruptcy or Abandonment of Site**

When trees have been removed through an approved mitigation program and the project will not be completed for any reason (i.e., bankruptcy, abandonment, change in ownership, etc.), the owners of the subject property are responsible for the mitigation of the removed trees as outlined and agreed or subject to Section 9.4.6E of this Chapter.

**§9.4.7 INSPECTIONS AND FINAL APPROVAL**

- A. The Planning Director **and a representative of the ARB** shall periodically visit development sites prior to completion to monitor compliance with the tree plan approved for a project.
- B. Prior to issuance of a Certificate of Occupancy for a completed structure by the Director of Building Services, the Planning Director **(with respect to Grand Trees only) and the ARB (with respect to all other Protected Trees)** shall issue a statement of approval attesting to the developer's compliance with the site plan approved for the project (including landscaping, parking, drainage, etc.). The Director of Building Services shall withhold certificates of occupancy pending verification of compliance. It is the responsibility of the owner or agent to contact the Planning Director **and ARB** regarding the compliance inspection. Such inspections will occur within five working days of contact. Failure to obtain a Certificate of Occupancy prior to occupying or using the building for its intended purpose will result in ticketing and fines. However, the Planning Director shall approve a delayed schedule for planting materials (provided by the applicant's contractor) when the immediate planting schedule would impair the health of the plants. When a delayed planting schedule is approved, the applicant shall provide a bond equivalent to one and one-half times the projected cost of the planting materials. This is designed to include severe weather, such as droughts, heat waves, and floods.
- C. Within three years of the issuance of the Certificate of Occupancy, the **ARB ~~Planning Director~~** shall perform a site inspection to verify the health of trees which were retained to meet the requirements of this Article and which may have suffered damage due to insufficient protective measures during development. **The results of this inspection shall be immediately provided to the Planning Director.**
- D. Each required tree that is determined by the **ARB ~~Planning Director~~** to be diseased or injured to the extent it is irreparably damaged shall be approved for removal. The burden of proof of the extent of the disease or injury shall rest with the applicant, who must provide documentation from a qualified arborist. Any tree damaged during or as a result of construction shall be repaired to the satisfaction of the **ARB ~~Planning Director~~** and in accordance with accepted ANSI A300 or International Society of Arboriculture practices. Tree damage must be repaired prior to issuance of a Certificate of Occupancy.

- E. The owners of a non-exempt property or properties shall be responsible for the maintenance of all required trees. No department or agent of the County of Charleston is in any way responsible for the maintenance of required trees on private property.

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**ARTICLE 9.5 LANDSCAPING, SCREENING AND BUFFERS**

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**§9.5.1 APPLICABILITY**

Unless expressly exempted, the landscaping, screening and buffering standards of this Article shall apply to all new non-residential development and all new major roadways that serve Residential Major Subdivisions (ten or more lots). Minor Subdivisions (those with fewer than ten lots) may be required to provide landscaping, screening or buffering on major roadways when the Planning Director determines that such landscaping, screening or buffering is necessary to ensure that the purposes of this Ordinance are met. When modifications or additions are being made to an existing non-residential building or site, the standards of this Article shall apply to those portions of the subject parcel that are directly affected by the proposed improvements, as determined by the Planning Director, provided that when modifications or additions are proposed that would increase the number of parking spaces, the area of vehicular use areas or

gross floor area of buildings by more than 25 percent (above existing), then the entire parcel shall be brought into compliance with all applicable standards of this Article. Before calculating the percentage of area for re-development and improvement, any proposed demolition of structures and parking is subtracted from the existing gross floor area of buildings and number of parking spaces.

### §9.5.2 EXHIBITS

Drawings included as exhibits at the end of this Chapter are meant to compliment the language of the Ordinance. In the event of a conflict with the text of the Ordinance, the text shall apply.

### §9.5.3 PARKING, LOADING AND VEHICULAR USE AREA LANDSCAPING

#### A. **Parking, Loading and Vehicular Area Perimeters** **THE REQUIREMENTS OF THIS SECTION APPLY TO ALL AREAS OF THE DEVELOPMENT EXCEPT THE RIVER VILLAGE.**

Unless otherwise expressly stated, perimeter landscaping shall be required around the outer perimeter of all off-street, surface parking, loading and vehicular use areas. Parking areas for the exclusive use of single family or agricultural uses shall be exempt from these requirements. Any off-street parking, loading or vehicular use area that will be entirely screened from *view* by an intervening building or structure or by a buffer provided to satisfy the standards of this Chapter shall also be exempt from these (parking, loading and vehicular use Area) perimeter landscaping requirements.

1. A perimeter landscape area at least eight feet in-depth shall be provided at the perimeter of all off-street parking, loading and vehicular use areas, except where permitted driveway openings are to be provided. Where drainage or other utility easements exist along property lines, the perimeter landscape area shall be located adjacent to the easement.
2. Required perimeter landscape areas shall be planted in accordance with the following minimum standards:
  - c. One canopy tree shall be provided for each 50 linear feet of parking, loading or vehicular use area perimeter. These trees may be used to satisfy the interior parking lot landscaping requirements.
  - d. A hedge or other landscape material of at least three feet in height (at maturity) shall be planted within the perimeter landscape area to provide a continuous landscape element, or a combination of trees, hedge, other durable landscape material or approved wall, fence or earth berm may be used to form the continuous landscape element;
  - e. All portions of the perimeter landscape area not planted with shrubs or trees or covered by a wall or fence barrier shall be planted in grass or ground cover; and
  - f. Parked vehicles may overhang a landscaped area if curbing or wheel stops are installed *to* prevent any damage to plants within the required perimeter landscape area. Landscaping, walls, fences and earth berms will be so located as to prevent their damage and/or destruction by overhanging vehicles.

**B. Interior Areas THE REQUIREMENTS OF THIS SECTION APPLY TO ALL AREAS OF THE DEVELOPMENT EXCEPT THE RIVER VILLAGE.**

The following interior parking lot landscaping requirements shall apply to all parking lots except those exclusively serving single family residential or agricultural uses.

3. A minimum of one landscape island shall be provided for each ten parking spaces within an off-street parking area. Required landscape islands shall have a minimum of 325 square feet, variably dependent upon the species of the canopy tree proposed by the designer. Each parking lot bay must terminate with a tree island.
4. Each required landscaping island shall contain at least one canopy tree and there shall be no more than ten parking spaces in a row between tree islands. Interior parking landscape islands that separate double loaded parking bays shall be a minimum of nine feet wide. Canopy trees planted in these islands must be planted in line with the parking stripes (between vehicles) and may be used to satisfy the parking lot tree requirements, however, all parking lot bays must terminate with a tree island. Example shown in Chapter 9 exhibits.
5. Curbs, wheel stops or other approved protective barriers shall be installed around all required landscape islands, as approved by the Planning Director.
6. Landscaping provided to meet the right-of-way buffer standards of Section 9.5.4 of this Chapter may not be used to satisfy interior parking lot landscaping requirements. Canopy trees provided to meet perimeter adjacent use buffer landscaping requirements may be counted to satisfy interior parking lot landscaping requirements.

**C. Parking, Loading and Vehicular Area Perimeters THE REQUIREMENTS OF THIS SECTION APPLY TO THE RIVER VILLAGE.**

1. If required by the ARB a perimeter landscape area shall be provided at the perimeter of all off-street parking, loading and vehicular use areas, except where permitted driveway openings are to be provided. Where drainage or other utility easements exist along property lines, the perimeter landscape area shall be located adjacent to the easement.

2. Required perimeter landscape areas shall be planted as required by the ARB

**D. Interior Areas THE REQUIREMENTS OF THIS SECTION APPLY TO THE RIVER VILLAGE.**

Interior parking lot landscaping requirements shall be as determined by the ARB.

**§9.5.4 LANDSCAPE BUFFERS (APPLIES TO BETSY KARRISON PARKWAY ONLY)****A. Right-of-Way Buffers-****1. Applicability**

Right-of-way buffers shall be required adjacent to road rights-of-way for all uses except for the following: agricultural and residential uses existing on or prior to November 20, 2001. Minor Subdivisions may not have to comply with the requirements of this Section if the Planning Director determines that compliance is not necessary to satisfy the purposes of this Ordinance.

**2. Buffer Reductions**

The Planning Director shall be authorized to reduce the depth of a required right-of-way buffer by up to one-third its depth if the following circumstances exist:

- a. The parcel is located on a corner lot with required right-of-way buffers of 35 feet or more; or
- b. The area of all required buffers, including Land Use Buffers and Tree

Protection Areas exceeds 30 percent of the site.

### **3. Buffer Types by Roadway**

Landscape buffers shall be required along roadways in accordance with the following table. Streets and roads not indicated in the table shall comply with the S2 buffer requirements. Section 9.5.4 of this Chapter describes buffer types and planting requirements.

### **4. Development Within Buffer Areas**

- a. No development may occur within required buffer areas; with the exception of sidewalks and permitted drives and signs;
- b. All buffer areas shall accommodate required plant material within the buffer;
- c. Drainage swales and stormwater detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in a natural manner; and
- d. Stormwater detention ponds may not occupy more than twenty-five percent (25%) of the buffer area.



ROADWAY	BUFFER	ROADWAY	BUFFER
Abbapeola Road	S4	Magwood Road	S3
Ashley Hall Road	S1	Main Road (Limehouse Bridge to Maybank Hwy.)	S5
Hwy. 61/Ashley River Road (Saint Andrews Boulevard to Sam Rittenberg Boulevard)	S1	Main Road (Bees Ferry Road to Limehouse Bridge)	S4
Hwy. 61/Ashley River Road (Sam Rittenberg Boulevard to Mark Clark Expressway)	S2	Manse Road	S4
Hwy. 61/Ashley River Road (Mark Clark Expressway to Church Creek)	S3	Mark Clark Expressway	S5
Hwy. 61/Ashley River Road (Church Creek to Muirfield Parkway/Maclaura Hall Ave.) f11	S5	Mary Ann Point Road	S3
Hwy. 61/Ashley River Road (Muirfield Parkway/ Maclaura Hall Avenue intersection to Charleston County Line) f11	S6	Mathis Ferry Road [1]	S4
Bears Bluff Road	S5	Maybank Highway Corridor Overlay District	[2]
Bees Ferry Road	S4	Maybank Highway [James Island]	S1
Belvedere Road	S4	Maybank Hwy (Main Road to Reckville)	S5
Betsy Kerrison Parkway [1]	S5	Meeting Street	S1
Bohicket Road [1]	S5	Murraywood Road	S4
Botany Bay Road	S4	Old Georgetown Road	S4
Brownswood Road	S4	Liberia Road	S4
Abbapeola Road	S4	Old Georgetown Road in the "Loop" area (designated on the Mount Pleasant Overlay map)	S1
Cane Slash Road	S4	Old Jacksonville Road	S4
Chisolm Road	S4	Old Pond Road	S4
Chuck Dawley Boulevard	S1	Old Towne Road	S1
Coleman Boulevard	S1	Orange Grove Road	S1
Dear Road	S4	Orleans Road	S1
Dorchester Road	S1	Parkers Ferry Road	S4
Eddingsville Beach Road	S4	Patton Avenue/Fickling Hill Road	S4
Edenvale Road	S4	Peters Point Road	S4

ROADWAY	BUFFER TYPE	ROADWAY	BUFFER TYPE
Fordham Road	S1	Pine Landing Road	S4
Fort Johnson Road [1]	S3	Plow Ground Road	S4
Hamlin Road	S3	Raccoon Island Road	S4
Harborview Road	S1	Rifle Range Road	S3
Highway 162	S4	River Road [1]	S5
Highway 165	S4	Riverland Drive [1]	S4
Highway 17 (Hwy. 41 to County Line)	S5	Rivers Avenue	S1
Highway 17 (east of Isle of Palms Connector to Hwy. 41, not including Old Georgetown Hwy "Loop" Area)	S4	Rutledge Road	S4
Highway 17 in the Old Georgetown Road "Loop" area (as designated on the Mount Pleasant Overlay map)	S1	Saint Andrews Boulevard	S1
Highway 17 (west of the Isle of Palms Connector including bypass)	S1	Savannah Highway [Bees Ferry Rd. to County Line] otherwise S2	S3
Highway 174 (Highway 164 to Edisto Beach) [1]	S5	Seewee Road	S4
Highway 174 (Highway 17 to Highway 164)	S3	South Santee Road	S4
Highway 41	S4	Steamboat Landing Road (Jenkins Hill Rd to Steamboat Creek)	S4
Highway 45	S4	Tibwin Road	S4
Humbert Road	S3	Toogoodoo Road	S4
James Island Bridge/Highway 64 Connector	S3	Venning Road	S3
James Island Expressway	S4	Wappee Road	S1
Liberia Road	S4	Wescott Road	S4
Long Point Road (SPA Wande Terminal to 1-526)	S1	Willtown Road	S4
Long Point Road (Outside of MP O-district) [1]	S4		

[1] Denotes Scenic Road designation that shall require protection under the provisions of this Ordinance of all trees 6 inches or greater in diameter breast height (DBH) which are located within rights-of-way.

[2] S6 for industrial use; S5 all other uses.

**5. Buffer Depth and Planting Standards**

STANDARD	BUFFER TYPE					
	S1	S2	S3	S4	S5	S6
MIN. BUFFER DEPTH (ft from right-of-way) [1]	15	20	35	50	75	100
MINIMUM BUFFER LANDSCAPING (Plants per 100 linear feet) [2][3]						
Canopy Trees [4]	2	2	4	6	9	12
Understory Trees (at least 50-percent evergreen)	3	4	6	9	12	15
Shrubs	25	30	40	50	60	75
Street Trees (may be counted toward canopy tree req.) [5]	2	2	2	2	2	NA

All trees with a diameter breast height (DBH) of 6 inches or greater within buffers shall be preserved.

[1] Buffers may be traversed by permitted driveways and pedestrian ways.

[2] The retention of natural buffers shall be required along all road or street rights-of-way of S3 designation or greater. The Planning Director shall be authorized to waive/modify minimum buffer planting requirements when an undisturbed natural buffer exists that is the same depth and amount of plant material as that which is required.

[3] Bradford Pears cannot be used to fulfill any of the tree requirements of this Ordinance. Any exotic species which are proposed by the designer are subject to approval of the Planning Director.

[4] When existing overhead utility lines are located such that they may pose interference with required canopy trees, Palmetto trees may be substituted to fulfill the canopy tree requirements. These trees are to be planted at a ratio of three Palmetto trees to one canopy tree and are to be planted in groupings of three.

[5] Street trees are trees planted in rights-of-way for the purpose of fulfilling these requirements. Any planting in rights-of-way must be approved by party(ies) authorized to grant encroachment.

Note: The Planning Director shall be authorized to require the installation of berms within required buffers where deemed necessary to protect the visual quality of a road corridor or ensure land use compatibility.

**B. Land Use Buffers**

**1. Applicability**

Land use buffers shall be provided in accordance with the standards of this Section, provided that the Planning Director shall be authorized to modify or waive buffer or landscape planting requirements if it is determined that:

- a. Buffers will not serve any useful purpose due to the fact that fences, walls, berms, or landscaping of at least equivalent height, opacity, and maintenance already exist on the adjacent parcel;
- b. Buffers will not serve any useful purpose due to the location of uses, vehicles, buildings, structures, or storage, loading, display or service areas; or

- c. The area of required buffers would exceed 25 percent of the site proposed for development.

When landscape buffer requirements are modified or waived, the Planning Director may require that additional plant material be added within remaining buffers or elsewhere on the site.

## 2. Exemptions

Single family development on individual lots shall be exempt from the land use buffer requirements of this Section.

## 3. ~~Determination of Required Buffers~~

~~The following procedure shall be used in determining which of the buffer types in the Land Use Buffer Table (Section 9.5.4.B.4) of this Chapter apply:~~

- ~~a. Determine the type of use proposed for the site that is being developed. This is the "Proposed Use" (Column 1);~~
- ~~b. Determine the residential use type that exists on the adjacent parcel (if residential) or the zoning district classification that applies to the adjacent parcel. This is the "Adjacent Site's Use or Zoning";~~
- ~~c. Identify the type of landscape buffer required along the developing site's boundary (A, B, C, D, E, or F);~~
- ~~d. Refer to Section 9.5.4.B.5 of this Chapter to identify the buffer depth and landscaping standards for the required buffer type.~~

## 4. Land Use Buffer Table

~~Land use Buffer Table located in Section 8.2 of the PD Document. Land Use Buffers shall be provided along side and rear yards in accordance with the following minimum requirements:~~

Proposed Use	Use or Zoning of Adjacent Site											Agricultural Use
	Residential Type			Zoning District								
	1	2	3	R-(1)	OR	OG	CN	CT	CR	CC	I	
Residential Type 1	-	A	B	-	A	B	B	B	B	C	D	F
Residential Type 2	A	-	A	-	A	B	B	B	B	C	D	F
Residential Type 3	B	A	-	-	A	A	B	B	B	C	D	F
Civic/Institutional	B	B	A	A	-	-	-	-	-	-	-	-
Commercial Type 1	B	B	B	B	-	-	-	-	-	-	-	-
Commercial Type 2	C	C	C	C	C	B	B	-	-	-	-	-
Industrial Type 1	E	E	D	D	D	D	C	C	C	B	-	-
Industrial Type 2	F	F	F	F	E	E	D	C	C	C	A	-

[1] Applies to undeveloped (vacant) Rand AGR zoned property.

**Residential Use Types:** Type 1 — Single family Detached; Type 2 — Duplex and Single family Attached; Type 3 — Multi Family and all other residential use types, including manufactured housing parks.

**Commercial Use Types:** Type 1 — Any commercial use allowed by right in an OR, OG or CN district; Type 2 — all other commercial uses that are allowed in commercial (c) zoning districts (commercial uses are those listed in the "Commercial" rows of Use Table 6.1 (1))

**Industrial Use Types:** Type 1 — Any industrial or commercial use that is first allowed in an industrial (I) zoning district; Type 2 — Waste Related uses, Resource Extraction uses and Recycling Centers.

### 5. Buffer Depth and Landscaping Standards

Standard	Buffer Type					
	A	B	C	D	E	F
<b>MINIMUM BUFFER DEPTH</b> (feet from property line)	10	15	25	40	60	100
<b>MINIMUM LAND USE BUFFER LANDSCAPING</b> (Plants per 100 linear feet) [1][2]						
Canopy Trees	2	3	3	5	7	9
Understory Trees (at least 50 percent evergreen)	3	4	4	7	9	11
Shrubs	20	20	25	30	40	50

[1] — The Planning Director shall be authorized to require the installation of fences, walls or berms within required buffers where deemed necessary to ensure land use compatibility or otherwise protect the visual quality of an area.

[2] — All trees with a diameter breast height (DBH) of 8 inches or greater within buffers shall be preserved.

## C. General

### 1. Location of Buffers

Buffers shall be located along the perimeter of a lot or parcel and shall extend to the boundary of the lot parcel. They shall not be located on any portion of public right-of-way. Where drainage or other utility easements exist along property lines, required landscape buffers shall be located adjacent to the easement and may be reduced in width by the width of the easement, but in no case shall the buffer width be less than ten feet. Required buffers shall be noted on all plats, plans and permit requests submitted for review and approval under this Ordinance.

### 2. Use of Buffers

The following items shall be ~~Planning Director shall be authorized to allowed within required buffers;~~ on-premises signs, fences, walls, berms, mailboxes, access to community boat ramps, permitted driveways, ~~and sidewalks, and trails, drainage, and other utilities within required buffers.~~ ~~Drainage and other utilities shall be installed perpendicular to minimize the impact.~~ Other improvements may be allowed within buffers if the Planning Director determines that such improvements will not detract from the intended purpose and function of the buffer or have any adverse affect on adjacent property.

## §9.5.5 Landscape Plans

Landscape and Planting Plans submitted to meet the requirements of the Ordinance are to be drawn to the same scale as the Site Plan depicting proposed shrubs and trees at maturity. It is strongly encouraged that all Landscape Plans be prepared by a licensed registered Landscape Architect or Landscape Designer familiar with the growth habits and characteristics of plant material available in the Charleston area. Landscape Plans shall be prepared by a licensed, registered Landscape Architect whenever the area of land disturbance or development activity exceeds one acre or when the total area of proposed building footprint exceeds 5,000 square feet.

## §9.5.6 Landscape Material Standards

Landscape and plant material used to satisfy the standards of this Ordinance shall comply with the minimum standards of this Section. The requirements of this section apply to all areas of the Development except the River Village. The ARB shall review and approval all landscape materials for the River Village, and the Property Owner shall provide the Planning Director a copy of the ARB approval as part of each Development application.

### A. Plant Material

#### 1. Existing Plant Material

Vegetation and plant material that exists on a parcel prior to its development may be used to satisfy the landscaping standards of this Section provided that it meets the size and locational requirements of this Article.

#### 2. Size

Unless otherwise expressly stated, all plant materials used to satisfy the requirements of this Ordinance shall meet the following minimum size standards:

PLANT TYPE	MINIMUM SIZE
Canopy Tree	2 1/2 inches caliper and 12 feet in height
Understory/Ornamental Tree	8 feet (height)
Evergreen/Conifer Tree	5 feet (height)
Shrubs	3 gallon and 18" to 24" in height or spread

Note: At least 50 percent of required understory trees shall be evergreens. Any plant material that grows to an ultimate height of less than 18 inches shall be considered a groundcover and cannot be used to fulfill any of the shrub requirements of this Ordinance.

### 3. Species

Species of plant material used to satisfy the requirements of this Section shall be indigenous to the Charleston County area or are cultivated to survive in the climate of this area. No single plant species shall represent more than 40 percent of total landscape plantings, except for projects whose landscape requirements for canopy trees are lower than ten.

### 4. Quality

Plants installed to satisfy the requirements of this Section shall meet or exceed the plant quality standards of the most recent edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be nursery-grown and balled and burlapped or container-grown.

### 5. Additional Landscape Treatment

All required landscape areas, including drainageways and detention/retention ponds, and buffers not dedicated to trees, shrubs or preservation of existing vegetation shall be landscaped with grass, ground cover, or other landscape treatment, not including sand, rock or pavement. All grass areas are to be installed using proper and accepted landscape methods to assure germination and erosion control.

## B. Berms and Landscape Structures

Berms and landscape structures shall comply with the following minimum standards.

### 1. Fences and Walls

Fences and walls used as a screen shall be at least 95 percent opaque, with a minimum height of six feet.

### 2. Berms

Earthen berms shall have a minimum height of three feet, with a slope not to exceed 3:1, variable dependent upon the plant materials and soil type used. The toe of any berm shall be located at least three feet from the ultimate right-of-way or property line

**§9.5.7 Installation, Maintenance and Replacement****A. Installation**

All landscaping shall be installed according to American Association of Nurserymen Standards and sound nursery practices in a manner designed to encourage vigorous growth. Sites for plant material shall be prepared or improved in accordance with American Association of Nurserymen Standards for soil preparation and drainage. Subsurface drainage shall be provided where berms, elevated planting areas or other suitable means for providing proper drainage do not exist.

**B. Irrigation**

The Planning Director shall be authorized to require the installation of automatic irrigation (sprinkler) systems when deemed necessary to ensure plant survival and proper growth.

**C. Maintenance and Replacement**

Required trees, shrubs, walls and other landscape features shall be considered as elements of the project in the same manner as parking, building materials and other details are elements of the plan. The land owner, or successors in interest, shall be jointly and severally responsible for the following:

1. Regular maintenance of all landscaping in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds and litter. This maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices, including ANSI standards for Tree Care Operations and American Association of Nurserymen Standards;
2. The repair or replacement of required landscape structures (e.g., fences) to a structurally sound condition;
3. The regular maintenance, repair, or replacement, where necessary, of any landscaping required by this Section; and
4. Continuous maintenance of the site as a whole

When replacement of trees, plant material or other landscape features is required, such replacement shall be accomplished within one growing season, one year or such time-frame as required by the Planning Director, whichever is shorter.



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**ARTICLE 9.6 ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS**

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**§9.6.1 PURPOSE**

The purpose of these standards is to promote attractive, well-designed development that is built to human scale; to promote and protect the appearance, character and economic value of new development; to encourage creativity in new development (as opposed to homogeneity or "look-alike" projects); and to foster attractive streetscapes and pedestrian environments, while accommodating safe vehicular movement and access.

**§9.6.2 APPLICABILITY**

These standards shall apply to all developments that are subject to Site Plan Review.

(See Article 3.7)

**§9.6.3 ARCHITECTURAL DESIGN GUIDELINES**

The intent of the Architectural Design Guidelines is to assure respect for the character, integrity, and quality of the built and natural environments of the county; it is not intended to stifle innovative architecture. The following criteria shall be used in evaluating applications:

**A. General Design**

1. Single, large building masses shall be avoided. Structures with walls of more than 1,500 square feet should incorporate fascias, canopies, arcades, building setbacks of three feet or more or other multidimensional design features to break up large wall surfaces on their street facing elevations. Wall surfaces shall be visually divided by such features into areas of 750 square feet or less.
2. All elevations of a structure shall be in harmony, one with another, in terms of scale, proportion, detail, material, color, and high design quality.
3. The side and rear elevations of buildings shall be as visually attractive as the front elevation, especially where those side or rear elevations are most often viewed by the public. Rooflines and architectural detailing shall present a consistency in quality design.
4. All structures within a proposed development, including gasoline canopies, shall utilize a uniform architectural theme and shall be designed to create a harmonious whole. It is not to be inferred that buildings must look alike to achieve a harmony of style. Harmony of style can be created through property considerations of scale, proportion, detail, materials, color, site planning, and landscaping.
5. The scale of buildings and accessory structures (including canopies) shall be appropriate to the scale of structures located in the surrounding area. Canopies designed as domineering or overpowering architectural features are strongly discouraged.
6. Long, monotonous facade design, including, but not limited to, those characterized by unrelieved repetition of shape or form, or by unbroken extension of line, shall not be permitted.

7. The architectural design and material finish of buildings, signage, gasoline pump canopies, and other necessary structures shall be compatible with one another and with adjacent and surrounding structures where such structures are substantially in compliance with these requirements.
8. Structures which are of symbolic design for reasons of advertising shall not be permitted. A symbol or symbols attached to a building shall not be allowed unless it is secondary in appearance to the structure and landscape, and is an aesthetic asset to the building and surrounding area.
9. The location and dimension of wall signs shall be indicated upon the architectural elevations of proposed structures and shall maintain compatibility with the architectural features of the structure.

#### **B. Building Materials**

1. Concrete finishes or precast concrete panels (tilt wall) that are not exposed aggregate, hammered, sandblasted or covered with a cement based acrylic coating shall be prohibited as an exterior building material along any building elevation visible from public rights of way.
2. Unpainted or bare metal panels, regardless of depth or thickness, shall be prohibited as an exterior building material.
3. Corrugated or sheet metal, except stainless steel, copper, or galvanized metal shall be prohibited as an exterior building material along any building elevation visible from public rights of way.
4. Mirrored glass with a reflectance greater than 40 percent shall be prohibited from covering more than 40 percent of the exterior walls of any building.
5. Materials shall express their function clearly and honestly and shall not appear as materials which are foreign to the character of the rest of the building.
6. Any building exterior elevation shall consist of architectural materials which are equal in quality, appearance, and detail to all other exterior elevations of the same structure. Nothing in this Section shall preclude the use of different materials on different exterior elevations of the same structure so long as those materials maintain the architectural unity and integrity of the entire structure.
7. Shingles, metal standing seam, tile, or other roofing materials with similar appropriate texture and appearance shall be utilized. Flat roofs will not be discouraged where they are appropriate to the design theme of a structure.

**C. Building Color**

1. Color shades shall be used to unify the development.
2. Color combinations of paints shall be complimentary complementary. In no case shall garish colors be permitted. In general, no more than three different colors per building shall be allowed.

**D. Multiple-Building Developments**

Each individual building within a development shall feature predominant characteristics including, but not limited to, consistent rooflines, use of compatible proportions in building mass and outdoor spaces, complementary relationships to the street, similar window and door patterns, and the use of complementary building materials in terms of color, shades, and textures. Monotony of identically designed multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. The use of different textures, shadow lines and contrasting shapes may also be used to provide visual interest.

**E. Building Orientation**

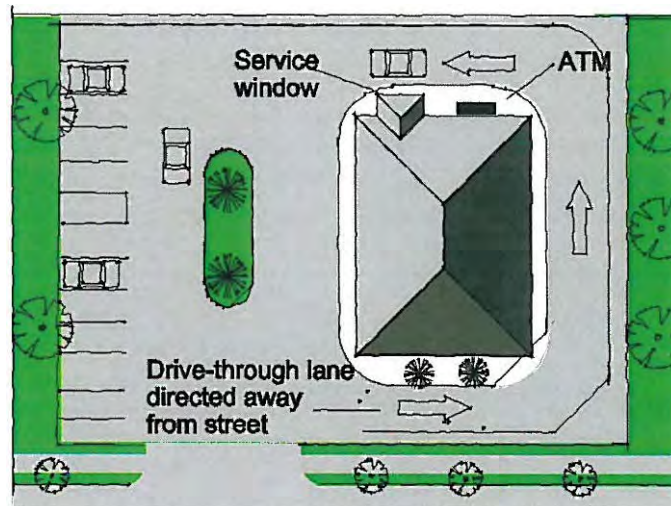
1. To the maximum extent feasible, primary facades and entries should face the adjacent street. Except in industrial districts, a main entrance shall face the adjacent street or a connecting walkway with a direct pedestrian connection to the street without requiring pedestrians to walk through parking lots or cross driveways.
2. Where it is reasonably practical, proposed structures shall not impede scenic rural views from the main road, from existing structures, or from natural settings.
3. Structures shall be oriented so that loading areas are in no manner visible from Residential districts, from existing rights-of-way or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties which are commercially zoned or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of fencing which is compatible with the overall architectural scheme of the project and/or are appropriately landscaped.
4. All corner developments shall have buildings located close to the corner with majority of parking to the side and rear.
5. All buildings shall be sited so that a direct relationship with the primary street is established. The architecture, landscaping and building siting must work in concert to create a unified appearance.
6. Gas Stations.  
Buildings shall be sited so that gasoline pump dispensers are located to the side of the building or located behind the buildings so that the building is between the pumps and the primary street frontage. If located on a

corner lot, the building would have to be situated in the corner of the lot at the intersection.

**F. Mechanical Equipment and Trash Receptacle Screening**

Locations of all mechanical equipment and dumpsters shall be shown on all site plans. All mechanical equipment and trash receptacles shall be shielded and screened from public view. Mechanical equipment shall be shielded with walls, fencing or landscaping that screens the equipment entirely. Dumpsters shall be screened with a minimum 6-foot opaque fence or wall on all four sides and located toward the side or rear of the principle structure.

**G.** All order boxes, menu stands, pickup windows, service/teller windows, and required vehicle stacking associated with drive thru services shall be located to the side or rear of buildings. For the purpose of this Section, the side or rear shall mean the area behind a projected line running parallel from the front (street facing) side(s) of the structure to the side property lines. This concept is depicted in the graphic below:



**§9.6.4 LANDSCAPING DESIGN GUIDELINES**

The purpose and intent of Landscaping Design Guidelines is to reduce the visibility of paved areas from adjacent properties and streets, moderate climatic effects, minimize noise and glare, and enhance public safety by defining spaces to influence traffic movement. Landscaping will reduce the amount of stormwater runoff and provide transition between neighboring properties. The following criteria shall be used in evaluating applications:

**A. General Design**

1. Landscaping shall be required between buildings and sidewalks, and parking lots and driveways. The scale of the proposed landscaping shall be in proportion to the building.
2. Landscaping does not only include trees and plantings but also paving, benches, fountains, exterior lighting fixtures, fences, and any other item of exterior furniture. All items of the landscape are to be selected not only

for their functional value but [also] for their aesthetic value and must compliment [complement] the whole.

3. All utility lines in the suburban areas such as electric, telephone, CATV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with appropriate landscaping. All utility pad fixtures and meters should be shown on the site plan. The necessity for utility connections, meter boxes, and the like, should be recognized and integrated with the architectural elements of the site plan. All properties shall comply with the County's Right of Way Management Ordinance where applicable.
4. Ease of pedestrian access between proposed developments and adjacent developments shall be a required consideration in the development of a proposed project's site and circulation plans.

#### **B. Parking/Drives**

1. Parking areas and driveways shall be paved with material which is appropriate to the comprehensive design scheme of the project and to the intensity of use to which parking areas and driveways will be subject.
2. Buildings shall be sited so that the majority of parking is located to the side and rear of the building. The placement of the major portion of a proposed development's parking area to the rear of a main structure's corridor facade, or within a courtyard surrounded on three sides by a proposed structure, is strongly encouraged. The rationale for this guideline is to promote good proportional spatial definition for the corridors to be accomplished through a reduction in the distance required for a building's setback.
3. Drive through access shall be integrally designed with the building and not dominate the design. Only single lane drive throughs are allowed. Multi-lane drive throughs are only allowed for banks (or similar financial institutions), post offices or utilities.

#### **C. Site Lighting**

Site lighting shall be from a concealed light source fixture and shall not interfere with the vision of vehicular traffic. A lighting plan with photometrics shall be stamped and signed by a registered professional engineer and comply with the following criteria:

1. Maximum average foot candles shall not exceed 5 foot candles as depicted on photometric plans with a maximum not to exceed 12 foot candles close to light sources. Maximum foot candles under gasoline canopies and outdoor sales lots shall not exceed 30 foot candles.
2. All exterior lights shall be arranged and installed so that the direct or reflected illumination does not exceed one-half foot candle above the

~~background measured at the lot line of any adjoining residential or agricultural parcel and public right of way.~~

~~3. Lighting shall enhance the overall aesthetics of the site.~~

~~4. Security lighting shall be provided, particularly at pedestrian walkways.~~

~~5. Lighting shall be integrated with architectural design of the buildings.~~

~~6. Light sources (light bulbs) shall not be visible. They shall be shielded to reflect down onto the ground and not out onto the streets or neighboring property.~~

**§9.6.1 APPLICABILITY**

~~The Kiawah River ARB shall develop and administer the architectural and landscaping requirements for the Real Property as provided in the Covenants. The Property Owner shall provide the Planning Director a copy of the ARB approval of the architectural and landscaping design as part of each Development application.~~

**ARTICLE 9.7 WETLANDS, WATERWAYS AND OCRM CRITICAL LINE**

**§9.7.1 WETLAND BUFFERS AND SETBACKS**

**A. Intent**

The buffer standards of this Article are intended to provide a natural vegetated area between the furthestmost projection of a structure, parking or driveway area, or any other building elements, and all saltwater wetlands, waterways and OCRM (saltwater) critical lines. The purpose of these required buffers is to provide a visual, spatial, and ecological transition zone between development and the County's saltwater wetlands and waterways, and to protect water quality and wildlife habitat.

**B. Wetland, Waterway and OCRM Critical Line Buffer Depth and Setbacks**

**1. Standards**

The following minimum wetland/waterway buffers/setbacks shall be required:

***OCRM Critical Line Buffer:** Any Single-Family Detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line buffer of 15feet.*

***OCRM Critical Line Setback:** Any Single-Family Detached Lot abutting an OCRM Critical Line shall have a minimum OCRM Critical Line Setback of 35 feet.*

Minimum Buffers/Setbacks (feet)	RM	AG-15	AG-10	AG-8	AGR	RR-3	S-1	S-2	S-3	R-2	R-3	R-4	M-8	M-12
OCRM Critical Line Buffer	35	35	35	35	35	35	35	45	45	45	45	45	45	45
Setback from OCRM Critical Line	60	60	60	60	60	60	60	35	35	35	35	35	35	35



Minimum Buffers/Setbacks--(feet)	MHS	MHP	OR	OG	GT	CN	CR	CC	I
OCRM Critical Line Buffer	45	45	35	35	35	35	35	35	35
Setback from OCRM Critical Line	35	35	50	50	50	50	50	50	50

**2. Reduction of OCRM Critical Line Setbacks**

The Planning Director shall be authorized to reduce OCRM Critical Line setbacks to a distance not less than the buffer depth, when deemed necessary by the Director to accommodate reasonable development of the parcel and when it is determined by the Director that the setback reduction will not have a significant adverse impact on public health or safety.

**3. Reduction of Buffers and Setbacks on Parcels Created Prior to April 21, 1999**

When the application of buffer/setback requirements contained within this Ordinance render a parcel that existed prior to April 21, 1999, unbuildable, the Planning Director shall be authorized to reduce front, side and rear yard buffers/setbacks as necessary to make a parcel buildable. The Planning Director cannot reduce any front and/or rear yard buffer in an amount which would result in the placement of a structure closer to either the front or rear property line than any structure on an adjacent property. Any further reduction in any required buffer shall be made by appeal to the Board of Zoning Appeals.

**C. Measurement**

Required OCRM critical line buffers and setbacks shall be measured from the OCRM critical line, whether the critical line or wetland/waterway is located on, adjacent to, or near the subject parcel.

~~**E. Lot Width**~~

~~The minimum lot width standards of the underlying zoning district shall apply at the required buffer or setback line.~~

**§9.7.2 PROHIBITED ACTIVITIES**

The following activities are specifically prohibited in a buffer area:

- A. Removal excavation, or disturbance of the soil, except for minimal disturbance associated with the planting of shrubs or trees for landscaping and for the installation of utility crossings; pursuant to PD Section 8.2B3.d.
- B. Grassed lawns requiring regular maintenance such as herbicides; pesticides, fertilizers and frequent mowing;
- C. Gardens, fences, or structures, except for permitted crossings;
- D. Paved or other impervious surfaces; and
- E. Destruction or addition of plant life which would alter the existing pattern of vegetation.



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**ARTICLE 9.8 HISTORIC PRESERVATION**

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**§9.8.1 INTENT**

The standards of this Section are intended to safeguard the integrity of historic structures, sites, and their context, and to protect public views of these resources along public rights-of-way.

**§9.8.2 APPLICABILITY**

The standards of this Section shall apply to all sites (existing and future) listed on the National Register of Historic Places.

**§9.8.3 DEMOLITION**

No demolition of a historic structure or site may occur until a Special Exception has been approved in accordance with the provisions of this Ordinance.

**§9.8.4 MOVING**

No relocation of a historic structure or site may occur until a Special Exception has been approved in accordance with the provisions of this Ordinance. Relocation should not be considered, except as a final alternative to demolition.

**§9.8.5 NEW CONSTRUCTION; EXTERIOR ALTERATIONS**

No new construction located on a historic structure or site or significant exterior alteration of a historic structure or site may occur until a Special Exception has been approved in accordance with the provisions of this Ordinance. The applicant must demonstrate that all proposed renovations are consistent with the National Register of Historic Places (NRHP) such that the structure shall remain listed on the NRHP following the completion of the proposed new construction and exterior alterations.

**§9.8.6 NEARBY DEVELOPMENT**

Subdivision plats for multi-family, manufactured housing park, office, commercial, or industrial development or residential subdivisions proposed to be located within 300 feet of a historic structure or site should be reviewed to determine their impact on the historic site. The Planning Director shall require that potential negative impacts be minimized through the location of vehicular access points, screening/buffering and other site design tools.

**9.8.1 APPLICABILITY**

The County's Historic Preservation Ordinance, Art. 21 of the County's Code of Ordinances also does not apply. A Cultural Resources Study has been completed and approved by the State History and Preservation Office (SHPO). Sites found to be eligible for the National Register are being preserved. The remaining areas of the property are not historic.

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**ARTICLE 9.9 TRAFFIC IMPACT STUDIES**

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**§9.9.1 APPLICABILITY**

A traffic impact study shall be required with applications for zoning map amendments, preliminary plats and planned developments that are projected to generate 100 or more peak hour vehicle trips, based on trip generation rates from the latest edition of the Institute of Transportation Engineers Trip Generation manual. The Planning or Public Works Director shall also be authorized to require traffic impact studies when it is determined that a proposed development is likely to have a significant impact on transportation capacity, transportation levels of service or traffic safety in the vicinity of the proposed development.



**§9.9.2 STUDY SCOPE**

When a traffic impact study is required, the type and scope of the study shall be determined during a scoping meeting with the Planning and Public Works Directors. The meeting may also involve representatives of or request assessments from other agencies and departments. The elements to be determined during the scoping session shall include:

- A. Type of Study**  
The possible types of reports include: a letter report, full traffic impact analysis report or special report (e.g., sight distance survey).
- B. Definition of Impact Area**  
The points of access and key streets and intersections that may be affected by development of the subject tract constitute the impact area. Traffic recorder and turning movement assessment locations shall be determined.
- C. Period of Analysis**  
Periods of analysis may include daily traffic, a.m., p.m. or weekend peak hour.
- D. Analysis Scenarios**  
Scenarios for analysis include: existing conditions, opening year conditions with and without development, and 10 years after opening with and without development.
- E. Process**  
Process for determining trip generation and distribution including: trip generation category, diversion assumptions and distribution assumptions.
- F. Growth Rate Assumption**  
The rate of growth assumed in background traffic assumptions.
- G. Pipeline Development**  
Developments in the area that have been approved or are under review.

**§9.9.3 TRAFFIC STUDY ELEMENTS**

A letter report or special report shall include those elements agreed upon in the scoping meeting. A full traffic impact study shall include the following elements:

- A. Existing Condition Survey**
  - 1. Street System Description**  
The street system shall be described including geometric features, lane usage, traffic control, signage, sight distances and adjacent uses and curb cuts.
  - 2. Traffic Volumes**  
Existing traffic volumes shall be provided for the impact area including both AADT (Average Annual Daily Traffic) and "Design" peak hour volumes. MDT may be derived from current counts of the South Carolina Department of Transportation (if available) and peak hour volumes shall be done from field counts. Data shall be adjusted for daily and seasonal

variations. Turning movement counts for the peak hour shall be provided for critical intersections. Peak hour periods shall be as determined at the scoping meeting.

**3. Capacity Analysis**

Existing capacity of signalized and unsignalized intersections.

**4. Other**

Other items may be required at the discretion of the Public Works Director depending upon the type and scale of the project. These may include but are not limited to queue length analysis, pedestrian counts, accident data, traffic speeds (both 50th and 85th percentile), and stopping sight distances.

**B. Future without Development**

Capacity analysis is to be provided for opening year and plus ten-year for key intersections (and roadway segments where appropriate) without the development but including any planned developments. The analysis shall be based upon the Highway Capacity Manual or other methodologies approved in advance by the Public Works Director.

**C. Future with Development**

1. Projections of the daily and peak hour traffic generation of the project shall be made using the latest edition of the Institute of Transportation Engineers Trip Generation manual unless the Public Works Director determines that locally derived data will provide more accurate forecasts. Data from similar facilities may be used where the information is not available from the Institute of Transportation Engineers.
2. The projected trips shall be distributed onto the road network as agreed in the scoping meeting.
3. Capacity analysis for opening year and plus ten-year for key intersections (and roadway segments where appropriate).
4. Special analysis as may be required to determine warrants for signalization, minimum safe sight distances, gap analysis, turning radius requirements, queue length analysis, turning lane length analysis, curb cut locations or similar requirements.

**D. Mitigation Plan**

Where the analysis indicates that the project will create deficiencies in the impact area, improvements shall be recommended which shall include projected cost estimates. The design of improvements shall be in accordance with specifications of the Public Works Director and, where appropriate, the South Carolina Department of Transportation. Where a Decision-Making Body determines that a mitigation plan is not adequate to address the traffic impacts of the project, it may serve as a basis for denial of the rezoning, preliminary plat or planned development request.

**E. Consultants**

The Public Works Director may require that a mutually agreed upon independent consultant be hired by the County to perform required traffic impact studies or to review all or part of a study prepared by the applicant's consultants. The Public Works Director is authorized to administer the contracts for such consultants.

1. The Public Works Director shall determine the scope of services to be performed by the independent consultant and receive a cost estimate of such services.
2. The applicant shall provide an amount equal to the estimate to the Public Works Director, who will deposit the amount in an escrow or special account set up for this purpose. Any funds not used for the independent consultant shall be returned to the applicant in a timely manner without interest.
3. The Public Works Director may require additional fees for the independent review if: the Decision-Making Body expands the scope of the required review; the applicant substantially amends the application; additional meetings involving the consultants are requested by the applicant; the consultant's appearance is requested at Planning Commission or County Council meetings beyond what was initially anticipated; or the consultant's attendance is required at meetings with regional, state, or federal agencies or boards which were not anticipated in the earlier scope of services.

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**ARTICLE 9.10 VISION CLEARANCE**

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**§9.10.1 MAJOR ROADWAYS**

Corner lots on major roadways shall have no structure or obstruction that obscures travel vision from 30 inches to ten feet above ground level in a triangular area formed by measuring from the point of intersection of the front and side lot lines a distance of 40 feet along the lot lines and connecting the points to form a triangle.

**§9.10.2 COLLECTOR STREETS**

On Collector Streets, the triangular area formed by measuring from the point of intersection of the front and side lot lines is 30 feet.

**§9.10.3 SUB-COLLECTOR STREETS**

On Sub-Collector Streets, the triangular area formed by measuring from the point of intersection of the front and side lot lines is 20 feet.

**§9.10.4 PRIVATE DRIVES AND PRIVATE LANES**

On private driveways of commercial or industrial activities, the triangular area formed by measuring from the point of intersection of the drive edge is 15 feet.

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**ARTICLE 9.11 SIGNS**

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**§9.11.1 GENERAL PROVISIONS****A. Purpose**

This Article provides comprehensive regulations for signage in Charleston County designed to promote public safety and welfare by reducing visual clutter along highways, facilitating the efficient transfer of information, and thus enhancing traffic flow and the ability to locate needed goods and services.

**B. Administration and Enforcement****1. Non-Commercial Copy**

Any sign authorized in this Section is allowed to contain non-commercial copy in lieu of any other copy. Non-commercial on-premises signs are permitted in any zoning district provided that such signs comply with the regulations of that district.

**2. Building and Electrical Code Standards**

All permanent signs must meet the structural and installation standards of the Standard Building Code and electrical standards of the National Electrical Code as enforced by the Charleston County Building Inspection Services Director.

**3. Permit Required**

No signs, except real estate signs shall be erected unless a zoning permit has been issued by the Planning Director in accordance with the procedures of this Ordinance.

**4. Fees**

An applicant for a zoning permit shall pay such fees as determined necessary for application processing. These fees are due upon submission of an application and shall be determined by County Council.

**5. Permits**

A permanent tag shall be attached to every installed sign. The tag shall remain the property of Charleston County and shall not be removed without the Planning Director's approval.

**6. Documentation of Signs**

Upon request, the owner of any existing sign shall provide the Charleston County Planning Director with evidence that documents the size, location and date of construction of all existing signs on the premises.

**C. Prohibited Signs**

The following signs shall be prohibited:

1. Flashing Sign;
2. Pennants, Streamers, and other Animated Signs;
3. Signs Imitating Traffic Devices (Signal);
4. Signs Imitating Traffic Signs;
5. Signs in Marshes;
6. Signs in Right-of-Way;
7. Snipe Sign;
8. Vehicle Sign;
9. Roof Sign;
10. Banners; and
11. Sandwich Signs.

**D. House Numbers**

All permanent, free-standing, On-Premises signs shall contain house numbers containing number at least four inches in height. The area devoted to required house numbers shall not be included in the calculation of maximum sign area.

**E. Illumination**

All lighted On-Premises signs shall comply with all dimensional standards set forth in this Ordinance. Additionally, all internally illuminated signs on property not adjacent to commercial or industrial uses shall have an opaque background on the sign face with a maximum of 80 watts per bulb and no more than one bulb per foot in height of the sign face.

**F. Signs in Disrepair**

Signs in disrepair shall be repaired, renovated, or removed from the premises within 60 days following notice by Planning Director.

**G. Abandoned Signs**

Signs advertising a person, business, service, event or other activity that is no longer available or other signs that contain inaccurate or outdated information shall be considered abandoned. Remedial action shall be taken within 30 days after a sign becomes abandoned. If no remedial action is taken, the Planning Director shall give notice to the owner of record who shall have 30 days to remove the sign prior to any further enforcement action being pursued. This provision shall apply to all abandoned signs, including those abandoned before April 21, 1999.

**H. Signs Interfering with Vehicular Vision**

1. In the area near the entrance of a driveway, no sign shall obscure the travel vision from 30 inches to ten feet above ground level in triangular areas formed by measuring from the point of intersection of any front lot line and driveway, a distance of 15 feet along the front lot line and driveway and connecting the points to form a triangle.
2. No sign or structure shall be erected so as to interfere with the vision of vehicles operated along any highway, street, road or driveway, or at any

~~intersection of any street, highway or road with a railroad track. Signs determined by the Planning Director to be in violation shall be removed or relocated immediately upon notice.~~

## §9.11.2 ON-PREMISES SIGNS Visible from Betsy Kerrison Parkway Only

### A. Free-Standing Signs

1. Maximum size, height, width, length, number of sign faces, number of signs per establishment and required minimum height and setbacks are based upon establishment size and shall conform with Table 9.11.2-A.
2. A maximum of one reader board shall be allowed per zoning lot for single or multi-tenant structures containing office, commercial, or industrial uses if attached to permanent free-standing signs. The area of the reader board shall be included in the site's total sign area allowance.
3. All new free-standing signs are to be designed as monument signs, pedestal style signs or pole mounted signs.
4. All pedestal style signs shall have a pole skirt.
5. The predominate materials used for free-standing signs, excluding copy material or materials not visible from the public right-of-way, must incorporate the following:
  - a. If the predominate building materials colors and design elements on the principal building conform to Section 9.6.3B. of this Ordinance, the exterior sign materials must compliment those found on the principal structure as reviewed and approved through the site plan review process. Materials, design and color of the sign do not need to be the same as those found on the principle structure to be considered complimentary.
6. Signs that are located in parking lots (such as directional signs) may be internally lit when constructed with routed letters or an opaque background.
7. The hanging or attachment of objects is not permitted unless they are shown on the drawings approved for sign construction and meet all the requirements of this Ordinance.
8. When calculating the sign area of a "monument sign", "pedestal sign", or "pole sign", the internal structural framework supporting the sign or other solid structural features (not containing copy or any graphic, word, symbol, insignia, text sample, model, device, or combination thereof which is primarily intended to advertise, identify or notify, exclusive of a frame or border) shall not be used in the calculation of the maximum area of the sign. Signs may be mounted on a base or foundation that will not be included in the square footage; however, the base for monument signs must be as wide as the sign.



**B. Wall/Facade Signs**

1. A maximum of two signs shall be allowed per wall/facade, with a maximum of four per building. Total area of all signs shall not exceed square footage of Table 9.11.2-B.
2. Maximum size of wall/facade signs is dependent upon building frontage and setback, in accordance with Table 9.11.2-B.
3. The hanging or attachment of objects is not permitted unless they are shown on the drawings approved for sign construction and meet all the requirements of this Ordinance.
4. Awning Signs
  - a. The use of awnings for the purpose of providing signage will be considered a wall sign. The awning signage must meet all dimensional and intensity standards applicable to wall signs in this Article.
  - b. For purposes of the subsection, an awning sign is a sign used for the purpose of providing signage and must be located above a display window or entryway.
  - c. Text or graphic shall be limited to the face of anawning.

**TABLE 9.11.2-A  
FREE-STANDING ON-PREMISES SIGNS**

<b>ZONING-DISTRICT USE</b>			
<b>Requirement [1] [2]</b>	<b>Agricultural</b>	<b>Residential</b>	<b>Non-Residential</b>
Maximum Area (sq. ft.)	10 (32 with Special Exception)	10	Bldg. Size (sq. ft.)      Sign Size
			0 sq. ft. to 2,500 sq. ft.      = 50
			2,500 sq. ft. to 25,000 sq. ft.      = 100
			25,000 sq. ft. to 100,000 sq. ft.      = 150
			100,000 sq. ft. +      = 200
Maximum Height (ft.)	14	5	5-foot setback = 20 ft. maximum height  OR Districts: 5 ft. minimum setback-6 ft. maximum height
Minimum Height (ft.)	None	None	None
Maximum Width (height of sign with face) (ft.)	N/A	5	Ratio-Longest side: Shortest side 5:1
Maximum Length (ft.)	N/A	5	Ratio-Longest side: Shortest side 5:1
Setbacks (Front/Int) (ft.)	10/10	10/10	5/10
Max. No. Sign Faces	2 per sign	2 per sign	2 per sign
Max. No. Signs	1 per major frontage	1 per major frontage	1 per major road frontage

[1] Sign regulations for the CT Zoning District can be found in Section 4.22.4.

[2] Sign regulations for properties located in overlay districts can be found in Chapter 5.

**TABLE 9.11.2-B WALL/FACADE SIGNS**

<b>Building Length Facing Street</b>	<b>Setback</b>	<b>Maximum Size (sq. ft.)</b>
50 feet or less	0-99 ft.	50
	100-399 ft.	100
	400 or more ft.	150
More than 50 feet	0-99 ft.	Bldg. Frontage x 1
	100-399 ft.	Bldg. Frontage x 2
	400 or more ft.	Bldg. Frontage x 3

**C. Special Signs**

1. Maximum size, number, and height of special signs shall conform with Table 9.11.2-C.
2. Temporary Signs
  - a. **Size, Number and Height**

Maximum size, number and height of temporary signs shall conform with Table 9.11.2-C.
  - b. **Types**

Commercial and Non-Commercial Temporary Signs of the following varieties are permitted:

    - i. Banners are permitted only in the Savannah Highway/St. Andrews Boulevard Overlay District.
    - ii. Portable signs are permitted in accordance with standards of the National Electrical Code and anchoring provisions of the Standard Building Code.
  - c. **Duration**
    - i. Non-Commercial Temporary Signs shall be allowed for a maximum of 30 days per event.
    - ii. Commercial signs temporary [Temporary Signs] shall be allowed for a maximum of 30 days, starting with the opening of a business.

**D. Real Estate Signs**

1. Maximum size, number and height of real estate signs shall conform with Table 9.11.2-C of this Chapter.
2. Signs shall face a maximum of two directions, and may be mounted back-to-back or V'ed.
3. Where signs are V'ed, the space between panels shall not exceed 3 feet at the point at which panels are closest, and the interior angle formed by signs shall not exceed 60 degrees. For purposes of these requirements, V'ed signs shall be counted as one sign.
4. Where signs face two directions, whether back-to-back or V'ed, both signs must be the same standard size.

**E. Flags Used As Signs**

1. A permit shall be required for the installation of all flag poles or flag display devices erected on lots zoned for multi-family office, commercial,

or industrial use or occupied by a multi-family, office, commercial, or industrial use.

2. Applicants must submit with the permit application a scaled site plan giving the location of all flag poles and complete dimensional and installation engineering data.
3. Applicants must provide documentation of minimum clearance from electric, telephone or cable TV lines as certified by the proper utility prior to issuance of permit, or installation.
4. Maximum size and number of flags used as signs, and height of flag poles shall conform with Table 9.11.2-C of this Chapter.
5. The American flag and the flag of the State of South Carolina are exempt from the provisions for maximum size of flags and maximum size of flagpoles in Table 9.11.2-C of this Chapter.

**TABLE 9.11.2-C  
SPECIAL SIGNS**

Type	Maximum Size	Maximum Number	Minimum Setback Maximum Height
Subdivision/Multi-Family I.D. Signs	32 sq. ft.	2 per entrance	Minimum setback: 5 ft. Maximum height: 12 ft.
Directional	3 sq. ft.	Unlimited	4 ft.
Temporary Signs: Includes real estate signs, grand openings and permitted special events	48 sq. ft. Time Limit: Shall be removed no later than 15 days after the conclusion of the sale, event, or first day of grand opening	1 per 1500 ft. frontage Maximum: 3 per lot	Minimum setback: 5 ft. Maximum height: 12 ft. Maximum 6 ft. height in residential zoning districts
Flags	60 sq. ft.	3 per zoning lot	35 ft. or 15 ft. above highest point of roof
Civic/Institutional	100 sq. ft. 50 sq. ft. in Residential or Agricultural uses	1 per zoning lot	Min. setback: 5 ft. Max. height 12 ft. Sign must have opaque background except the marquee. Marquee cannot exceed 25% of total sign size

- F. Nonconforming Signs**  
Refer to Chapter 10, Nonconformities.

### §9.11.3 OFF-PREMISES SIGNS

- A. Outdoor Advertising of America Standards**  
All Off-Premises Signs shall be constructed in compliance with Outdoor Advertising of America Standards.

**B. Location and Setbacks**

1. Off-Premises Signs shall be allowed ~~in these zoning districts indicated in Chapter 6~~ **on the Real Property; provided, however, ARB approval of each Off-Premises Sign on the Real Property must first be obtained.**<sup>1</sup> Upon approval by the ARB, such signs may be shared by two or more businesses; provided, however, all such businesses must be located on the Real Property.
2. Permitted sizes, maximum height, minimum setbacks and location criteria shall be as indicated in Table 9.11.3-A of this Chapter.

**C. Orientation**

1. Signs shall face a maximum of two directions, and may be mounted back to back or V'ed.
2. Where signs are V'ed, the space between panels shall not exceed three feet at the point at which panels are closest, and the interior angle formed by signs shall not exceed 90 degrees.

**D. Compatible Size Signs**

Where signs face two directions, whether back to back or V'ed, both signs must be the same standard size.

**E. Nonconforming Signs**

Refer to Chapter 10, Nonconformities.

**TABLE 9.11.3-A  
OFF-PREMISES SIGNS**

<b>Maximum Length</b>	48 ft.
<b>Maximum Width</b>	14 ft.
<b>Maximum Area</b>	672 sq. ft.
<b>Maximum Height</b>	40 ft.
<b>Minimum Setback (front/side)</b>	25/20 ft.
<b>Location Criteria<sup>1</sup></b>	1,000 ft.
Minimum distance to nearest off-premises sign	
Minimum distance to nearest on-premises Sign	500 ft.

<sup>1</sup> The ARB may approve an increase in the location criteria for signs advertising a business on the Real Property so long as the sign is also located on the Real Property.

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**ARTICLE 9.12 DRAINAGE DESIGN**

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Refer to the Charleston County Stormwater Management Ordinance # 1518 approved on August 14, 2007 and found in Appendix B of this Ordinance.

**CHAPTER 9 EXHIBITS**

**Note: The following exhibits are for illustration purposes only. In case of any difference of meaning or implication between the text of this Ordinance and any heading, drawing, table, figure, or illustration, the text shall control.**

# THOMAS & HUTTON

682 JOHNNIE DODDS BLVD., SUITE 100 | MOUNT PLEASANT, SC 29464  
POST OFFICE BOX 1522 | MOUNT PLEASANT, SC 29465-1522  
843.849.0200 | WWW.THOMASANDHUTTON.COM

## MEMORANDUM

TO: Andrea Pietras  
FROM: Doyle Kelley, Jr., PE  
DATE: August 30, 2019  
RE: Kiawah River  
T&H J-22538.0106

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The Kiawah River PD is to be amended to include Senior Adult Housing as an allowed land use within the development. For each Senior Adult Housing dwelling unit added, 0.5 hotel rooms will be removed from the total daily trips.

The standard rates from the Institute of Transportation Engineers, Trip Generation, 10<sup>th</sup> Edition, 2017 is used to generate the total daily trips for each land use. It is assumed that 160 senior adult housing dwelling units will be added to the development, and 80 hotel rooms will be removed. Of the 160 senior adult housing dwelling units, we assume for the purposes of this calculation that 80 dwelling units will be detached, and 80 dwelling units will be attached. The trip generation is shown in Table 1 below...

Table 1. Trip Generation

Land Use Code	Land Use	Daily Trips	AM Peak Hour		PM Peak Hour	
			Enter	Exit	Enter	Exit
251	Senior Adult Housing-Detached 80 dwelling units (added)	+342	+6	+13	+15	+9
252	Senior Adult Housing-Attached 80 dwelling units (added)	+296	+6	+10	+12	+9
310	Hotel 80 rooms (removed)	-669	-22	-16	-24	-24
Total trip difference		-31	-10	+7	+3	-6

Based on the trip generation, the total daily trips will reduce by 31 trips with the addition of 160 senior adult housing dwelling units and removal of 80 hotel rooms.

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November 1, 2019

Charleston County Planning Commission  
4045 Bridge View Drive  
North Charleston, SC, 29405

**Re: Development Agreement Amendment Request ZDA-09-19-00101 Planned  
Development Amendment Request ZREZ-09-19-00107**

Dear Charleston County Planning Commission Members,

Thank you for the opportunity to comment on the proposed Amendment Requests to the Kiawah River Planned Development (PD-143 A). The Coastal Conservation League is a nonprofit environmental advocacy organization in South Carolina.

The Conservation League has been working with the team at Kiawah River in an effort to better understand each other's respective goals and work towards compromises as necessary relating to the Development Agreement for the 1,253.41-acre parcel on rural Johns Island. Earlier this week, we sat down to discuss the few concerns we have around the proposed amendments to the Grand Tree Ordinance and OCRM Buffer requirements.

Regarding the request to exempt Laurel Oaks and Water Oaks from the Grand Tree definition in the Charleston County ZLDR, the League respectfully requests that the Planning Commission consider granting this request with the following amended conditions:

- Require that county staff be notified of intent to remove any 24" DBH or greater Laurel Oaks or Water Oaks on the property.
- County staff shall be provided documentation of current inventory of tree bank on the property, and specific mitigation plans for each tree removal. (For example, if a 24" DBH or greater Water or Laurel Oak is to be removed, then documentation shall be provided with mitigation plans for replacement with a healthy, mature grand tree from the existing tree bank on site).
- An up to date mitigation plan shall be maintained and provided to county staff as the on-site tree bank is depleted with each tree removal and replacement.
- County staff approval/sign off shall be required for every removal of a 24" DBH or greater Laurel Oak and Water oak, contingent upon the above mitigation plan and tree bank information being satisfied and documented.

The Conservation League is concerned about further degradation of the coastal forests and existing tree canopy on the subject parcel which provide critical ecosystem services such as flood

*"Nature and Community in Balance"*



mitigation. The proposed added language would help to ensure that if and when staff arborists and biologists for Kiawah River determine that an ‘unhealthy’ Laurel Oak or Water Oak need removal, that County staff remain engaged and the process stays on record to promote adequate maintenance of the onsite tree bank throughout all phases of development for this project.

Regarding the Waterfront Development Standards and Critical Line Buffer Requirements, we understand the need to exempt the causeways on the property that have existed since long before the acquisition of the land, as it is not be feasible to apply a 35’ buffer in certain areas of limited capacity. However, we respectfully request that the Planning Commission consider granting this request with a condition to require pervious paving on all causeways which are exempt from the Charleston County buffer requirements.

The Conservation League is strongly opposed to all other requests to reduce the required buffer amounts in the Waterfront Development Standards, and we encourage the Planning Commission to hold the line on requiring compliance with Charleston County regulations for all other Critical Line Buffers and Setbacks on the property. Protecting buffer requirements will help to ensure that surrounding wetlands and waterways are not degraded as a result of development activities.

Thank you for your thoughtful consideration of these comments and for your service to the citizens of Charleston County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Betsy La Force', is written over a light blue horizontal line.

Betsy La Force  
Communities and Transportation Project Manager  
Coastal Conservation League



**Johns Island  
Task Force**  
Respect ■ Protect ■ Enhance

Mr. Eric Meyer  
Chairman, Charleston County Planning Commission  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive  
North Charleston, SC

**Reference: Proposed Kiawah River Development Agreement and Planned Development (PD-143A)**

Mr. Chairman,

The Johns Island Task Force is a coalition of community members, landowners and nonprofit organizations dedicated to promoting the welfare of the diverse and vibrant community of Johns Island by providing places dedicated to traditional land uses including culture, history, agriculture, forestry and outdoor recreation.

On behalf of the members of the Johns Island Task Force I respectfully submit for consideration our **opposition** to the proposed changes to PD-143A.

We base our opposition on five substantive proposed changes:

Waterfront Development Standards and Critical Line Buffer Requirements: Several years ago, the Kiawah River (Plantation) was originally presented by the developers as a model waterfront property that would have larger setback buffers to the South Carolina Department of Health and Environmental Control Office of Resource Management critical line, which protects South Carolina's coastal wetlands. The developers are now requesting that they be permitted to reduce the critical line setback buffer established by Charleston County. Since this greater setback was a key reason the PD was originally approved, we request that this change be **denied**.

Grand Trees: On 3 June 2019, representatives of the developer went before the Charleston County Board of Zoning Appeals (Case# BZA-01-19-00307) for the relocation of a grand tree for a proposed hotel on the property. The BZA **disapproved** the application. The BZA process with regards to grand tree works and is of minimum burden to developers. However, based upon this disapproval, the developer seems to want to eliminate the BZA process and have a blanket approval to remove certain grand trees. The proposed change would give the developer extraordinary rights to bypass the BZA. Since no landowner should have this spot-zoning right, we request that this change be **denied**.

Increase in density: If the developer desires to change the mix of housing units, then the change should be done on a 1:1 hotel-to-retirement housing basis. Their argument is that it should be 1:2 based on traffic impacts. This implies that the original PUD agreement on the total number of dwelling units allowed on the property was based solely on traffic. This was not the case. There was

much going back-and-forth on many issues to arrive at the final total number of dwelling units permitted. Therefore, we request that this change be **denied** unless the change is at a 1:1 basis.

Short-term rentals for retirement housing: It appears that there is nothing in the PD that restricts the retirement housing being used for short term rentals. One can envision that with a 1:2 hotel-to-retirement housing basis and no restriction on short term rentals that the number of “hotel rooms/short term rentals” could actually be greatly increased. Therefore, we request that the retirement housing **not be permitted** to provide short term rentals, regardless of the ratio basis.

Adding commercial square-footage: The developer proposes both excluding certain uses and factoring to 50% other uses from the cap on commercial space/gross leasable area. These changes can result in a large and undefined increase in the allowable square footage of commercial buildings. Again, this is not in keeping with the agreements that resulted in the original PUD. Therefore, we request that this change be **denied**.

When considering the proposed change, including those discussed above, we respectfully request that the Commission not just examine each change individually, but rather look at them holistically. For example:

- In aggregate, how much more traffic will there be?
- In aggregate, how many more dwelling units will there be?
- In aggregate, how much more land that was to be conserved can be developed due to the increase in commercial use, the decrease in the waterfront setback, the removal of trees, etc?

The proposed changes are another example of a Planned Development landowner negotiating with the local citizens and the County for a PD at one point in time, then coming back later and requesting the very items they negotiated away in the PD, hoping the collective memory has forgotten the original negotiations. We respectfully request that the Commission carefully review the proposed changes since they will have a significant impact on the previously approved PD.

Thank you for your consideration.

Sincere regards,



Michael G, McShane

Chair, Johns Island Task Force