

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P.
AND
THE TOWN OF KIAWAH ISLAND**



**Adopted December 3, 2013
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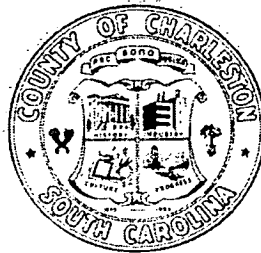
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**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P.
AND THE TOWN OF KIAWAH ISLAND**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this 5th day of December, 2013, (the effective date) by and between KIAWAH RESORT ASSOCIATES, L.P., a limited partnership organized and existing under the laws of Delaware, and the other persons defined and described as Property Owner and the TOWN OF KIAWAH ISLAND, a municipal corporation organized and existing under the laws of the State of South Carolina.

RECITALS

WHEREAS, the Town of Kiawah Island (the “Town”) and Kiawah Resort Associates, L.P. (one of the Property Owners herein) and other persons entered a Development Agreement effective September 26, 1994 (the “Initial Agreement”) (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and Kiawah Resort Associates, L.P. entered and recorded the First through Ninth Amendments to the Initial Agreement in the RMC Office for Charleston County, with the Ninth Amendment being recorded at Book D 537, Page 223; and,

WHEREAS, the Property Owner and the Town desired to terminate the Initial Agreement and replaced it with the Development Agreement dated October 12, 2005, recorded in the RMC Office for Charleston County at Book Z 558, Page 004 (the “2005 Development Agreement”); and,

WHEREAS the Town and the Property Owner entered six (6) amendments to the 2005 Development Agreement; and,

WHEREAS the Town and the Property Owner have agreed to the annexation into the Town of certain real property comprising the development known as Freshfields and at a later date Property Owner may annex into the Town a portion of the development known as Cassique; and.

WHEREAS the Town and the Property Owner desire to amend and restate the 2005 Development Agreement to cover the annexed lands and future annexed lands, incorporate the six (6) amendments to the 2005 Development Agreement, and modify some of its provisions; and

WHEREAS, the Property Owner and the Town desire that this Agreement shall replace the 2005 Development Agreement and the Amendments thereto as to those entities signing this Agreement, except that the 2005 Development Agreement and the Amendments thereto shall remain in effect solely as to Lodema R. Adams as Trustee of Bear Island Holding Trust, Charles P. Darby, III and John C.L. Darby as Trustees of the Charles P. Darby, Jr. Issue Trust, and Vanderhorst, LLC who are not parties to this Agreement; and

WHEREAS, under S.C. Code § 6-31-50(a) the Town Council conducted public hearings regarding its consideration of this Agreement on October 30, 2013, and on November 18, 2013, after publishing and announcing notice of intent to consider this Agreement was advertised in a

newspaper of general circulation in Charleston County, setting forth the date of the first public hearing, with such notice specifying the location of the property subject to this Agreement as well as the other information required under § 6-31-50(B)(2); and

WHEREAS, under S.C. Code § 6-31-60(A)(7) the Town Council of the Town determined on December 3, 2013 that this Agreement is consistent with the Town's Comprehensive Plan and Land Development Regulations; and

WHEREAS, under S.C. Code § 6-31-30, the Town Council of the Town adopted Ordinance No. 2013-16 on December 3, 2013, approving this Agreement.

NOW THEREFORE, the Parties agree:

1. **Definitions.** In this Agreement, capitalized words or phrases shall be defined and have the meaning set forth in Exhibit 1.1.
2. **Parties.** Parties to this Agreement are the Property Owner and the Town.
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 where one party 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 whereby the conduct of the Property Owner constitutes "state action" for any purpose.
4. **Legal Description of the Real Property.** The Real Property which is the subject of this Agreement is described as follows:
 - (i) All real property within the Town of Kiawah Island currently owned by the Property Owner and the subsequent owners of this real property as provided for in Section 33 herein.
 - (ii) A legal description of the Real Property now owned by Property Owner is set forth in the schedules and maps attached as Exhibit 4.1: Description of Real Property.

The Real Property currently consists of approximately 621.71 acres of highland and thousands of acres of marshlands and low lands.
5. **Identity of the Property Owner.** "Property Owner" means Kiawah Resort Associates, L.P., a limited partnership organized and existing under the laws of Delaware, together with all subsidiaries thereof and other entities which have a legal interest on the date of execution hereof in any of the Real Property as described in Section 4 and includes Kiawah Resort Associates, L.P.'s successors in interest and successors in title and/or assigns by virtue of assignment or other instrument pursuant to ¶ 33 hereof. Additionally, Property Owner shall mean Kiawah Development Partners, LLC, KDP II

LLC, Kiawah Island Utility, Inc., Atlantic Partners, LLC, Atlantic Partners II, LLC, Kiawah Island Club Holdings, LLC, Freshfields Convenience Store, LLC, NW Freshfields LLC, NW FV Land LLC, NW BBT LLC, Freshfields Village Hotel Associates, LLC, and their successors in interest or successors in title and/or assigns by virtue of assignment or other instrument in accord with ¶ 33 herein, solely for purposes of the property owned or leased by them that is submitted under this Agreement. Property Owner warrants that there are no other legal or equitable owners of the Real Property.

Kiawah Resort Associates, L.P. represents that it has a legal interest in the Real Property and that all other entities now holding legal or equitable interests in the Real Property are to be bound by this Agreement. By execution hereof, Kiawah Development Partners, LLC, KDP II LLC, Kiawah Island Utility, Inc., Atlantic Partners, LLC, Atlantic Partners II, LLC, Kiawah Island Club Holdings, LLC, Freshfields Convenience Store, LLC, NW Freshfields LLC, NW FV Land LLC, NW BBT LLC, and Freshfields Village Hotel Associates, LLC, confirm their being bound by the terms hereof solely for purposes of the properties owned or leased by them submitted under this Agreement and are responsible only for the obligations associated with properties owned or leased by them.

6. **Intent of the Parties.** The Town and the Property Owner 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 successors in title and/or assigns pursuant to paragraph 33 hereof.
7. **Benefits and Burdens.** The Town and the Property Owner enter this Agreement in order to serve benefits and burdens referenced in § 6-31-10 *et seq.*
8. **Consistency with the Town's Comprehensive Plan and Land Development Regulations.** This Agreement is consistent with the Town's Comprehensive Plan and Land Development Regulations.

Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Zoning Code, the standards set forth in the Zoning Code and the standards set forth in this Agreement shall, to the extent possible, be considered in pari materia to give effect to both the Zoning Code and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of § 6-31-80, the standards set forth in this Agreement shall govern. Nothing is intended herein to limit application of administrative or procedural or similar provisions of the Zoning Code nor limit the Town of Kiawah in amending provisions of the Zoning Code in accordance with law and any development agreement. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Zoning Code is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait seven days after such submittal before invoking the remedies afforded them under this Agreement.

9. **Legislative Act.** Any change in the standards established by this Agreement or to laws pertaining to the same shall require the approval of the Town Council, subject to compliance with applicable statutory procedures and consistent with Paragraph 10 (A) of this Agreement. This Agreement constitutes a legislative act of the Town Council of the Town. The Town Council adopted this Agreement only after following procedures required by Code Section 6-31-10 et seq. This Agreement shall not be construed to create a debt of the Town as referenced in Section 6-31-145.

10. **Applicable Land Use Regulations.**

- (a) **Applicable Laws and Land Development Regulations.** Except as otherwise provided by this Agreement or by Section 6-31-10 et seq., the Laws applicable to the Development of the Real Property, subject to this Agreement, are those in force at the time of the execution of the 2005 Development Agreement. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing 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 a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the Town, 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.
- (b) **Vested Rights.** Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Paragraph 10 (a) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

- (c) **Dock Permitting.** The provisions of the Key Location Ordinance (Town of Kiawah Island Ordinance No. 2003-5), as amended, shall apply to the Real Property. A copy of this Ordinance is attached as Exhibit 10.2. The Town shall support (not to include financial support) the amendment of the Key Locations Ordinance (i) to allow up to two Neighborhood Docks on Parcels 12 A or 12B to include up to 200 feet (in length, single side) of floating docks, and (ii) to allow docks adjacent to Real Property known as Cassique consistent with the terms of

the Real Estate Agreement dated January 26, 1989, recorded in Book M181, page 308, in favor of the Lowcountry Open Land Trust. An illustration of the Cassique marsh and dock areas is attached as Exhibit 10.3. All Town permits necessary for dock construction shall be issued expeditiously by the Town upon compliance with the Key Location Ordinance

(d) Road Codes and Subdivision Regulations.

- (i) The Road Code and Subdivision Regulations of the Town ("Municipal Code, Town of Kiawah Island, South Carolina" Art. 12B and 12C) as of October 12, 2005, shall apply to the Real Property except that in lieu of any potential obligation to "four lane" all of the bridges, overpasses, or roads comprising the Kiawah Island Parkway (the "Parkway"), Property Owner shall plan and implement Traffic Mitigation Measures in accordance with Exhibit 10.1, if required by the provisions of the same. The sole exception to the application of the Town's Road Code and Subdivision Regulations shall be that the Subdivision Regulations of the County as set forth in Exhibit 10.4 shall apply to the Cassique and Freshfields Parcels.

11. **Building Codes and Laws Other Than Land Use Regulations.** The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supercede or contravene the requirements of any building, housing, electrical, plumbing and gas codes subsequently adopted by the Town or any other governmental entity, as authorized by Chapter 9 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 in any way the rights, duties, and privileges of the Town 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 (including the power to exercise eminent domain over Kiawah Island Utility, Inc. in accordance with the laws and constitution of South Carolina) and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 10 (a).

12. **Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, and certificates of occupancy.

The failure of the 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 the permit requirements, conditions, terms or restrictions.

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

- A. CERTAIN REAL PROPERTY UNDER THE INITIAL AGREEMENT AND 2005 DEVELOPMENT AGREEMENT NOT INCLUDED IN THE UNDEVELOPED LANDS. Certain lands included in the definition of the Real Property under the Initial Agreement and the 2005 Development Agreement that are not included in the Undeveloped Lands under this Agreement as described on Exhibit 1.3 shall have the vested rights and Vested Units described in Exhibits 13.10, 13.11, and 13.12 of this Agreement.
- B. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE UNDEVELOPED LANDS AS DESCRIBED ON EXHIBIT 1.3:

1. **RESIDENTIAL USES**

(a) Permitted Uses

Except as may be further limited by the provisions of this Agreement, all uses listed on Exhibit 13.1, Table of Permitted Uses attached hereto, under the heading "Residential" shall be vested as to those Parcels on Exhibit 13.2 with the designation "R". Parcels designated as R-1 on Exhibit 13.2 permit Single Family Detached Dwellings at a Density of three (3) or fewer Dwelling Units per acre. Parcels designated as R-2 permit any permitted type of attached and/or detached residential unit with up to six (6) dwellings per building. The maximum Density of R-2 development shall not exceed six (6) Dwelling Units per acre for any given development or result in a higher Parcel Density than specified on Exhibit 13.2. Parcels designated as R-3 may include any permitted type of residential development listed on Exhibit 13.1 with up to seven (7) dwellings per building as limited by Parcel Density specified on Exhibit 13.2, Height and other provisions of this Agreement, with a Density not to exceed twelve (12) Dwelling Units per acre.

(b) New Dwelling Units

- (i) The total number of *new* single family residential Lots and *new* non-single family residential Dwelling Units on the Undeveloped Lands of the Real Property except for the Freshfields Parcels which receive preliminary subdivision plat approval for the first time after October 12, 2005, and the new non-single family Dwelling Units within the Undeveloped Lands except for the Freshfields Parcels that receive approval for the first time after October 12, 2005, shall not exceed in the entirety 1,184.

The purpose and effect of this provision is to provide an absolute limit upon the new Lots or Dwelling Units except for the Freshfields Parcels to a Development total of 1,184 *new*, additional single family residential Lots and non-single family residential Dwelling Units on the Undeveloped Lands of the Real Property. This limit or "cap" shall be in addition to those Lots or Dwelling Unit approved prior to October 12, 2005. This limit on Lots and Dwelling Units shall not include Hotel Rooms and Support Space previously approved by the Town or that was previously transferred by the Property Owner pursuant to the Initial Agreement.

- (ii) The maximum Density limits per acre for each Undeveloped Land Parcel as provided on Exhibit 13.2 are used to establish the maximum number of Dwelling Units per Parcel. The maximum number of Dwelling Units per Parcel shall be as provided in Exhibit 13.2 but in no event shall the new Lots and non-single family Dwelling Units exceed the 1,184 total established by the preceding paragraph excluding the Freshfields Parcels.

Each Lot and condominium Dwelling Unit shown on a recorded master deed that is subdivided or created after the effective date of this Agreement on land now known as Cassique adjacent to Kiawah Island that is being developed by the Property Owner shall count against this cap of 1,184 *new*, additional single family residential Lots and non-single family residential Dwelling Units on the Real Property excluding the Freshfields Parcels as described herein.

(c) Building Development Standards

The ARB shall apply the Building Development Standards in Exhibit 13.2 and shall prescribe and determine Lot area, Lot width, Lot depth, Lot

coverage, setback and yard requirements, and may adjust the criteria set forth in the Table of General Lot Standards attached as Exhibit 13.3 provided the ARB determines that exceptional circumstances exist with respect to a particular Lot based on unusual configuration, topography, tree cover, or other material considerations. The ARB approved deviation from a particular standard in Exhibit 13.3 shall not exceed the percentage allowance specified for that standard in Exhibit 13.3.

Freshfields Development Standards

The building development standards and lot standards for the Freshfields Parcels shall be governed by the former County PUD as modified by Exhibits 13.1, 13.2, 13.4, 13.8, 13.14 (Introduction to Freshfields PUD), 13.14 (Freshfields PUD), and 13.14A (Vegetative Buffer – Freshfields).

Cassique Development Standards

The building development standards and lot standards for Cassique shall be governed by the former County PUD as modified in Exhibit 13.15.

Cassique has been planned and developed to be a series of high end residential neighborhoods within a community organized framework of golf, sports, gardens and the natural low country environment. Particular attention has been given to the creative integration of diverse home sizes and settings. The residential development standards that have governed design and development since inception have included the Charleston County R-4, Single Family Residential 4 District and the Cassique Planned Development (PD-110) District, which was approved March 2, 2005. The primary uses within both districts are single family detached with an overall density limit of 4 residential dwelling units per acre. The Cassique PD is intended to provide greater flexibility to position structures within natural settings as well as establish garden environments and streetscapes that are consistent with the vision of a country garden community. The Cassique PD was approved for portions or the whole of TMS 205-00-00-002,006 and 077.

These standards have been integrated in Exhibit 13.3 Table of General Lot Standards with specific application to Cassique. It is the intent of the Property Owner to expand the standards of the Cassique PD to TMS 205-00-00-012 Fairway 18 Parcel, as represented in Exhibit 13.13 to create a garden neighborhood adjacent to the clubhouse grounds. Additionally these standards will be expanded to lands within the golf course generally described as an area no greater than 10 acres within the golf course bounded by holes number 1, 7, 8, and 9.

Setbacks

For Lots in the Undeveloped Lands owned by third persons, the ARB, in its sole discretion, may apply the setback specified for the Lot in either the Graphic Setbacks or the Building Development Standards for setbacks in Exhibit 13.3. Additional reduction to setbacks may occur per the provisions of Ordinance 2013-01.

Attached hereto as Exhibit 13.10 is a copy of the Graphic Setbacks for Undeveloped Lands owned by third persons. Attached hereto as Exhibit 13.11 is a copy of Ordinance 2013-01, which is hereby incorporated as part of this Section 13.B.1 (c) of the Agreement. Attached hereto as Exhibit 13.12 is a revised copy of the schedule of conveyances to third persons under the Initial Agreement as required by paragraph 2 of Section 10(b) of the 2005 Development Agreement.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.4. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.5.

(e) Building Height

Residential Height is limited to a number of habitable floors (*i.e.*, stories) exclusive of the area below the Ground Floor Level. One-half story is a habitable floor which has square footage that is no greater than one-half the square footage of the largest story. Buildings shall not exceed the number of stories and Height specified in Exhibits 13.2 and 13.3.

Furthermore, except as noted below, no portion of a residential building (excluding fireplaces, chimneys and vents) may be taller than 30 feet from Ground Floor Level within 15 feet of any property line, nor taller than 35 feet from Ground Floor Level within 20 feet of any property line, except for the Freshfields Parcels. These setbacks do not apply to internal property lines in condominium or townhouse development. The Town may grant exceptions to these setbacks for interior property lines as identified through the platting process, provided that such exceptions do not adversely impact existing Development.

(f) Buffers, Fencing, and Signage

The ARB shall prescribe and determine and may adjust, subject to the provisions of Section 13.B.6., natural vegetative buffers between either Development Parcels of differing density residential lands or residential

and non-residential lands and may adjust the following criteria: The buffer shall be a landscaped or naturally vegetated area not less than 30' wide, or a golf course, or other non-wooded area not less than 50' wide or a change in topography, or any other natural or architectural transition feature which may be within the boundaries of a parcel.

The ARB may approve fencing that is limited to landscaped hedgerows of dense plant material and/or wooden, masonry or wrought iron material which is architecturally integrated with other Development on the Lot or Development Parcel. Fencing shall not exceed five (5) feet in height from grade for residential Development. The ARB shall not approve solid wood fences in front yards. Fencing (excluding the use of plant materials) within five (5) feet of side and rear property lines is prohibited. Fences taller than three (3) feet from pavement of adjacent streets shall not be located within the Sight Triangle without Town approval.

Signage allowed within Parcels on Kiawah Island that permit residential, commercial or utility/community support uses shall meet and comply with the Kiawah Island Graphics Standards, as updated by the Kiawah Island ARB from time to time, (current editions, Exhibit 13.6), however, at such time as the Lots or Development Parcels on a Subdivision Plat are no longer part of the Undeveloped Lands on Kiawah Island, Property Owner agrees that signage shall be in the discretion of the KICA for land located on Kiawah Island. Signage allowed within the Cassique and Freshfields Parcels shall meet and comply with the requirements of their respective ARBs and any standards implemented by them. Temporary signs for special events may be approved by the ARB provided the signs do not have moving parts, blinking or flashing lights, glaring lights, neon or extensive use of bright, offensive colors, and further provided that any temporary sign shall be permitted for a maximum of fifteen (15) days.

Signs shall be located to avoid obstructing traffic visibility. No sign, excepting traffic signs, which is taller than three (3) feet above the pavement of the adjacent streets shall be permitted within the Sight Triangle of any street intersection without Town approval.

(g) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the latest edition of Designing With Nature, copy attached as Exhibit 13.7, shall continue to be applied by the ARB throughout all Real Property except for the Freshfields Parcels; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town, whose approval shall not be unreasonably withheld or delayed. The ARB for Freshfields shall determine all tree replacement

requirements, if any, for the Freshfields Parcels.

(h) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the respective ARBs shall have sole and exclusive jurisdiction with regard to the standards and guidelines set forth in the latest edition of "Designing With Nature," as well as the Design Guidelines for Freshfields Village and Cassique copies attached as Exhibit 13.7 (as may be amended by the respective declarant under the declaration establishing each ARB), the granting of "variances" from the Building Development Standards for the Undeveloped Lands described in this section and Exhibit 13.2 for residential uses, and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). With respect to land on Kiawah Island, in the event of any inconsistency between either Exhibit 13.7 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

Property Owner shall allow the board of KICA to appoint one member of the ARB for Kiawah Island if the board of KICA so desires. When the Property Owner decides to turn over control of the Kiawah Island ARB to KICA as allowed under the General Covenants and/or KICA Covenants, the Property Owner shall cooperate with the board of KICA to accomplish an orderly and staged transition of the Kiawah Island ARB to KICA. This orderly and staged transition is in addition to and not to the exclusion of any prerogatives of the Property Owner with respect to the ARB under the General Covenants.

For so long as it controls the ARB, Property Owner shall cause the ARB to transmit to the Town and KICA a copy of the agenda of upcoming meetings of the ARB in a timely manner.

(i) Additional Building Standards For Multiple Lot Combinations.

In instances where construction is to occur where more than one Lot has been combined with another Lot, the standards set forth on Exhibit 13.9, attached hereto, shall apply.

(j) Accessory Uses.

In lieu of Article 12A-303: "Accessory Uses, Buildings/Structures, Section 4: Standards for Accessory Building in Residential Districts" of the Town's zoning ordinances, the following standard shall govern:

Accessory buildings shall be allowed in residential zoning districts pursuant to the following conditions:

- A. No accessory building may be constructed on the Parcels on Kiawah Island on a Lot less than 15,000 square feet;
- B. No accessory building may be constructed on the Cassique Parcels on a Lot less than 4000 square feet;
- C. Detached accessory buildings shall be prohibited from being placed in front of the principal building and shall be placed in the rear yard, except that a detached accessory building may be constructed in front of the principal residence where the residence backs up to a beach, golf course, lagoon or marsh. Accessory buildings will be located within the buildable area of the Lot as delineated by the setback requirements.
- D. Sub-leasing or renting an accessory building separately from the primary use shall constitute a violation of the Town's zoning ordinance."

None of the accessory uses represented as 'P' Permitted in Exhibit 13.1: 'Table of Permitted Uses' shall require Special Exception BZA approval."

2. COMMERCIAL USES

(a) Permitted Uses

All uses presently shown on Exhibit 13.1 under the heading "Commercial" shall be vested as a matter of right on all parcels in the Undeveloped Lands with the designation "C" on Exhibit 13.2.

(b) Size Limitations

Total commercial square footage on the Real Property located on Kiawah Island (including any leasable, non-residential building square footage) shall not exceed 219,000 square feet of floor area in total. Total commercial square footage on the Real Property known as Cassique (including any leasable, non-residential building square footage) shall not exceed 50,000 square feet of floor area in total. Total commercial square footage on the Real Property known as Freshfields (including any leasable, non-residential building square footage) shall not exceed

480,000 square feet of floor area in total.

The maximum commercial square footage allowable for each Parcel shall not exceed the totals provided on Exhibit 13.2.

(c) Building Development Standards

The provisions of Section 13.B.1 (c) control.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.4. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.5.

(e) Building Height

Height shall not exceed the number of commercially habitable floors (i.e., stories) exclusive of the area below the finished first floor or the maximum elevation from Ground Floor Level established in Exhibit 13.2. One-half story is a habitable floor which has square footage that is no greater than one-half the square footage of the largest story.

No portion of a building may be taller than the Height above Ground Floor Level specified in Exhibit 13.8, "Commercial Bulk Standards."

(f) Buffers, Fencing and Signage

The provisions of Section 13.B.1 (f) control.

(g) Tree Replacement Guidelines

The provisions of Section 13.B.1 (g) control.

(h) Aesthetics

The provisions of Section 13.B.1 (h) control.

3. UTILITY AND SUPPORT SERVICES

(a) Permitted Uses

All uses as shown as "Utility" on Exhibit 13.1, shall be vested as a matter of right on all Undeveloped Lands indicated as U on Exhibit 13.2.

(b) Building Development Standards

Building setback standards shall be as established by the ARB.

For non-residential uses, the minimum Lot area is 12,000 sq.ft., the minimum Lot depth is 120 ft., and the minimum Lot width is 100 ft.

The ARB shall establish limitations for total ground coverage of building footprint, decks, walkways, parking and circulation areas, etc.

(c) Off-Street Parking

Off-street parking standards shall be as provided by ¶ 13.B.1.(d).

(d) Building Height

Building Height limitations for all structures other than the existing towers shall be as described in Exhibit 13.2.

(e) Buffers, Fencing, and Signage

The provisions of Section 13.B.1 (f) control.

(f) Tree Replacement Guidelines

The provisions of Section 13.B.1 (g) control.

(g) Aesthetics

The provisions of Section 13.B.1 (h) control.

4. OPEN SPACE

- (a) Parcel open space is defined as land with Pervious Cover for all Parcels other than the Freshfields Parcels. The percentage of Parcel open space is determined by dividing the area of Pervious Cover by the gross area of a Parcel exclusive of Fresh Water and Salt Water Wetlands. Exhibit 13.2 provides the minimum required percentages of Parcel open space for each Parcel.

For the Freshfields Parcels the provisions of Exhibit 13.14 shall govern the minimum Parcel open space.

- (b) The Property Owner shall dedicate conservation open space as provided in Paragraph 16 of this Agreement.

- (c) The Property Owner shall provide and dedicate the following active or passive open space Facilities.

Active or Passive Recreation Sites

In addition to the passive and active open space that the Property Owner has previously dedicated to KICA, the following list includes active or passive park sites and open space which have been and/or shall be dedicated to KICA in accordance with Paragraphs 15 and 16 of this Agreement

Future Parklands/Open Space

Captain Sam's Spit (subject to reservations in Section 16(f))

Parking Area for Captain Sam's Spit

Park at Ocean Park (formerly Cougar Island)

Trails

The Property Owner shall determine the specific alignments of all trails, including access to the trail system from new Development areas. Dedication of trail segments to KICA shall occur in conjunction with plat approval for adjacent subdivisions or rights-of-way.

- (d) The Town agrees that the above future facilities and open spaces specified in this Agreement and those that have been previously constructed and conveyed under the terms of the Initial Agreement and the 2005 Development Agreement (including but not limited to Glossy Ibis Mini Park, Marshview Tower Overlook, Willet Pond Mini Park, Marsh Island Park, Rhett's Bluff Boat Landing, Canvasback Pond Mini Park, Master Leisure Trail System, Internal Crabbing/View Stands, Blue Heron Mini Park/View Tower, Eagle Point Boat Landing, and Cinder Creek Boathouse), in conjunction with existing facilities, open spaces, parks, marshes, natural and man-made features and recreational amenities of Kiawah Island, shall satisfy all current and future obligations of the Property Owner relating to the same for monetary exactions and/or the provision or dedication of parks, parklands, community recreational facilities, open spaces and recreational areas on Kiawah Island.

5. MIXED USE DEVELOPMENT

- (a) For all Parcels other than the Freshfields Parcels, if more than one designation - "R-1," "R-2," "R-3," "C" and "U" - applies to a Parcel in Exhibit 13.2, any permitted land use within a single land use type (e.g., Residential, Commercial or Utility) may be established on the Parcel. A

mixed use development with more than one type of use shall be permitted with Town approval of the requested mix, arrangement and Building Development Standards for such uses, which approval shall not be unreasonably withheld. The maximum residential and non-residential square footage for mixed use development on any Parcel shall not exceed the FAR established in Exhibit 13.2. Mixed use FAR's shall be calculated by dividing the total floor area of all use types (e.g., Residential, Commercial, and Utility) by the gross site area above mean high water, excluding Fresh Water and Salt Water Wetlands. Residential units in mixed use developments will be counted towards the maximum number of Vested Units as provided in ¶ 13.B.1.(b)(i). Non-Residential floor area will be counted towards the maximum square footage as provided in ¶ 13.B.2.(b).

Exhibit 13.14 shall establish the standards for mixed use development on the Freshfields Parcels.

6. COMPATIBILITY STANDARDS.

The Compatibility Standards of the Land Development Regulations of the Town at the time of the effective date of this Agreement shall apply.

(a) Replatting

The Town, subject to compliance with applicable Laws, may approve replatting or re-configuration of Lots or Development Parcels contained in Subdivision Plats approved prior to the effective date of this Agreement. The Town shall notify the Property Owner when a person applies for replatting. Any increase in the number of Lots from such re-platting or re-configuration on Parcels other than the Parcels in Freshfields shall be counted toward the 1184 cap in Section 13.B.1 (b)(i).

7. IMPROVEMENTS CONSTRUCTED TO COUNTY STANDARDS.

Considerable Development has occurred on the Freshfields and Cassique Parcels in accordance with Charleston County's Land Development Regulations. Property Owner's previously constructed improvements conforming to Charleston County's Land Development Regulations in effect at the time of their construction, as well as improvements that are permitted or under construction at the time of annexation, that conform to Charleston County's Land Development Regulations shall be deemed to be grandfathered and deemed to conform to the Town's Land Development Regulations.

14. **Facilities and Services.** The Property Owner certifies that the following services and

Facilities will be in place (or if not fully in place, the cost of their construction fully bonded or letter of credit posted pursuant to the Town Subdivision Regulations) at the times provided below and as to roads, sewer, and water infrastructure, at the times Lots or Dwelling Units in subdivided real property or condominium units on recorded master deeds are offered for purchase to the public. Subject to compliance with applicable Laws with all provisions of this Agreement, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby agrees that adequate Facilities (as defined in the definition of "Facilities" in Exhibit 1.1) shall be available concurrent with the impacts of Development. Nothing in this Agreement shall be construed to create an obligation for the Town to construct Facilities or on Property Owner to pave the currently unpaved sections of Eugenia Avenue.

(a) Rights-of-Way. The Property Owner shall at its expense develop and provide roads and other related infrastructure, and, as to Real Property on Kiawah Island, pursuant to and at such times required by the KICA Covenants, transfer same to the KICA if they are intended to be KICA Common Properties or Purchased Common Properties or Restricted Common Properties. As to the roads and other infrastructure for Freshfields and Cassique, the Property Owner agrees that under no circumstances will the Property Owner attempt to dedicate the roads or other infrastructure to the Town nor will the Town accept such roads and other infrastructure.

(b) Water and Sewer.

(i) Provider. The service and Facilities for water and sewer shall be provided by the Kiawah Island Utility, Inc. (currently owned by the Property Owner) or its successor for the Real Property on Kiawah Island. If however the Town were to exercise its right to eminent domain over Kiawah Island Utility, Inc. in accordance with the statutes and constitution of South Carolina or purchase Kiawah Island Utility, Inc., it would become the provider for the Real Property on Kiawah Island. For the portions of the Real Property located at Cassique and Freshfields, the Seabrook Island Utility Commission shall provide the sewer service and St. Johns Water Company shall provide potable water. .

(ii) Service Area. Property Owner shall not cause Kiawah Island Utility, Inc. to expand its services beyond its existing service area, Kiawah Island, without obtaining the written approval of the Town.

(iii) Donations. Property Owner will install and contribute to Kiawah Island Utility, Inc. (or reimburse Kiawah Island Utility, Inc. for the cost of installation thereof) all water and sewer facilities and infrastructure physically installed after September 1, 2005, on the Parcels owned by the Property Owner as shown on Exhibit 4.1 (with the exception of Parcel 15) or their adjacent rights of way, to serve such Parcels. Such facilities and infrastructure include but are not limited

to, distribution and transmission lines, hydrants, pumps, and lift stations. If an additional, new above-ground water storage facility is needed to serve the Parcels owned by the Property Owner as shown on Exhibit 4.1 (with the exception of Parcel 15), the Property Owner shall pay for it without charge to Kiawah Island Utility, Inc. and donate it to Kiawah Island Utility, Inc. Notwithstanding the foregoing, the Property Owner shall not be obligated to construct and donate or pay for aquifer storage and recovery ("ASR") systems or any related facilities or components of ASR systems, including but not limited to pipes, pumps, and above ground storage required and necessary to operate an ASR system. In addition, Property Owner will donate to Kiawah Island Utility, Inc. any real property underlying any above ground storage constructed, including land for any above ground storage for ASR systems. X

The Town and the Property Owner acknowledge that binding decisions rendered in prior rate proceedings (and appeals thereof) of Kiawah Island Utility, Inc. have held that the Property Owner does not have a legal obligation to donate all the infrastructure facilities described in (iii) above and that such donation will be made in discharge, and in lieu, of possible future exactions and donations that the Town might otherwise try to recover from the Property Owner in the absence of this Agreement. Town and Property Owner agree that the donations specified in this section shall not, and do not, constitute a waiver of the Property Owner's right to seek payment for other transmission and related facilities that it may construct for Kiawah Island Utility, Inc. or may construct for it in the future. SEP SECT

(iv) Capacity Analysis. The Town shall have the right to have the Town's consulting engineers perform an analysis of Kiawah Island Utility, Inc. to determine (a) whether the water and sewer capacity of Kiawah Island Utility is sufficient to handle existing customers, and (b) whether the existing plant and facilities of Kiawah Island Utility are being maintained and repaired in good condition. This assessment maybe done up to three times during the term of this Agreement at times to be determined by the Town but in no event closer than three years apart, except that an examination may be performed within the last twelve months before the Termination Date of this Agreement. Kiawah Island Utility, Inc. agrees to grant the consulting engineers access to such records (excluding proprietary financial information) and its personnel as necessary to complete the report. The Town agrees that the information disclosed to its consulting engineers is confidential and shall be treated by it and its engineers as being confidential. The Town shall pay for the expense of the engineer associated with this analysis. The Town and Property Owner agree to use Thomas & Hutton or a mutually agreed substitute to perform this analysis. DELETE

(v) Rate Applications. Before intervening in future applications for rate adjustments by Kiawah Island Utility, Inc., the Town shall meet with representatives of Kiawah Island Utility, Inc. and the Property Owner to go over the proposed rate application, in an effort to avoid unnecessary expenditure of DEL

revenues of the Town and Kiawah Island Utility, Inc. on the litigation of rate applications. In consideration of the Property Owner entering this Agreement, the Town shall not expend any funds towards the expenses of a third party to assist a third party in intervening in any action before the South Carolina Public Service Commission ("PSC") involving a proposed rate increase applied for by Kiawah Island Utility, Inc. or any appeal thereof. The Town reserves the right to intervene in PSC proceedings initiated by Kiawah Island Utility, Inc. seeking a rate increase.

- (c) Exactions. In return for the provision of the facilities and services set forth in this section 14 of this Agreement and the same section of the 2005 Agreement and the Initial Agreement, the Town agrees that it will not seek further property or monetary exactions or impact fees related only to the facilities and services described in this section 14, subject to S.C. Code §§ 6-31-80 and 6-31-100 (Cum.Supp. 2004); provided, however, the Town is not the facilities and services provider, except in the event that it exercises its power of eminent domain over Kiawah Island Utility, Inc., in accordance with the statutes and constitution of South Carolina, or purchases Kiawah Island Utility, Inc. ?

15. **Reservations, Conveyances, Leases, Easements, and Other Agreements.**

- (a) For Benefit of KICA. The Property Owner shall make the following reservations, conveyances, leases, easements, and other agreements for the benefit of the KICA:

(i) Beach Parking:

A. Ocean Course. Property Owner affirms its obligations with respect to beach parking at the Ocean Course as set forth in the Parking License Agreement effective May 5, 2009, copy attached as Exhibit 15.2.

B. Captain Sam's Spit. If the Property Owner should develop Parcel 12B as allowed by this Agreement, Property Owner shall provide to KICA (by quitclaim deed conveyance) 8 parking spaces at the approximate location on the approved subdivision plat upon completion of the road access and shall improve the spaces with pervious material. An easement to KICA shall be limited to its members' use for access along the road to the 8 parking space area. A beach access path from such parking area shall also be granted by Property Owner to KICA by quitclaim deed for its members' convenient usage. Property Owner shall make these conveyances upon completion of the infrastructure of Phase One of Captain Sam's Spit and the dedication to KICA of said infrastructure in conformance with the provisions of this section.

(ii) New Park at Ocean Park:

The Property Owner shall provide, plan, and develop an active park (e.g. fishing and crabbing dock, interpretative nature trails, picnic areas, and/or nature overlooks) on Ocean Park, Parcel 43, to consist of at least 2 acres located in the area shown on Exhibit 15.1. The Property Owner shall also provide eight (8) parking spaces of coquina shell or better for the use of this park. This park shall be developed and conveyed by quit claim deed for \$1.00 to KICA no later than one year after recording the final plat for Ocean Park that includes the proposed park and amenities.

(iii) KICA Boat Storage:

Property Owner affirms its obligations with respect boat storage as set forth in the Assignment and Assumption Agreement for boat storage dated March 12, 2007, copy attached as Exhibit 15.3.

(iv) Golf Courses/Tennis Courts Covenant:

The Property Owner reaffirms it placed in 1989 certain matters of record in the Charleston County RMC office which require -- among other things -- the current and future owners of Cougar Point, Turtle Point, Osprey Point, and The Ocean Course, as well as the two Resort Tennis Centers to use the lands currently devoted to golf and tennis purposes to only such golf course and tennis center purposes (and reasonable, related retail and commercial activities) for a period of approximately 75 years from the date hereof, absent consent of the Property Owner. The purpose and effect of such restrictive covenants was and is to prevent the conversion of these amenities that are available to Kiawah property owners to other uses, such as residential or other purely commercial purposes, for such period. If the Property Owner shall assign its rights under these restrictive covenants to an entity not controlled or owned by Property Owner, the Property Owner will limit in such assignment the assignee's right to consent to changes to only those for minor alterations or to correct boundaries, etc., absent Town approval.

Property Owner agrees that the Cassique golf course and the River Course golf course shall remain eighteen (18) hole golf courses and shall be re-zoned to Park and Recreation District provided this re-zoning includes a floating overlay that authorizes the Property Owner to subdivide land from the tax map parcels currently comprising the golf courses for residential and utility uses not to exceed ten (10) acres from the Cassique golf course and ten (10) acres from the River Course golf course.

16. **Environmentally-Sensitive Property Protection.** The Property Owner shall make the

following reservations, conveyances, leases, easements, and other agreements related to the protection of environmentally sensitive property as follows:

(a) Preservation of Marsh Lands Acreage:

There are approximately 4,000 to 5,000 acres of low lands and marsh lands contiguous to Kiawah Island, including those lands below mean high water and isolated lands above mean high water which are not specifically identified as Parcels in Exhibit 4.1 to this Agreement, identified on Exhibit 16.1 to this Agreement. On or before the Termination Date, all such land identified in Exhibit 16.1, except as further set forth herein, shall be conveyed by the Property Owner by quit claim deed (for \$1.00) to the KICA as additional Common Property subject to subpart (d) below.

The conveyance of all marshes and lowlands (as lie below mean high tide) shall be subject to a reservation in favor of Property Owner, its successors and assigns, across the property conveyed for access by walkways, docks, bridges, etc., to any highlands, hummocks or the like for active and passive recreational uses, and subject to all rights for dock usage under the Town's Key Location Ordinances, and subject to the right to grant a conservation easement to a qualified organization under 26 U.S.C. § 501(c)(3) in a form required by state or federal law before transfer to KICA. Property Owner shall also convey isolated lands above mean high water in the marsh that are not specifically identified as Parcels, by quit claim deed, to KICA by the Termination Date as defined in Section 21 herein, subject to all the same reservations, except for "undevelopable" highlands and isolated highlands as shown on Exh. 16.1 (KRA to provide description of undevelopable highland near or adjacent to developable highland). As for these "undevelopable" highlands and isolated highlands shown on Exh. 16.1 to be retained by Property Owner, Property Owner shall not be required to convey the same to KICA and may deed the same to purchasers; provided the deed shall impose permanent restrictions that prevent all construction (provided that said restrictions shall not prohibit active or passive recreational uses, access, and recreational structures such as docks, bulkheads, walkways, and gazebos) on such "undevelopable" highlands.

(b) Beachfront Property.

The protective ocean front building setback guidelines voluntarily imposed in the mid-1970's by the predecessors in title of the Property Owner as well as the Property Owner since June 1988 with respect to the ocean front dunes for the purposes of setting back residential building structures, shall be continued by the ARB respecting its regulation of usage and placement of such structures on ocean front Lots at Kiawah Island. The strict customs and usages of the ARB shall likewise be continued in regard to such house structure setbacks and shall be adjusted by the ARB for each oceanfront site or it deems best and most

appropriate.

Attached hereto as Exh. 16.3 is the confirmation of intent as to the deed(s) of conveyance of the Beachfront Strip pursuant to Section 16(b) of the Initial Agreement.

Property Owner hereby acknowledges that certain License/Access Agreement dated December 31, 1993, and that Grant of Exclusive License dated April 15, 1997, as set forth in Exhibits 31.1 and 31.2, respectively, to be in full force and effect. Any covenants or deed reservations recorded prior or subsequent to the License Agreements by Property Owner and contrary thereto shall be deemed ineffective.

The emergency beach accesses identified in the License/Access Agreements shall not be obstructed in any manner inconsistent with the rights of the Town as set forth in the License/Access Agreements. The Town shall have the absolute right to access the beach at those emergency beach access points pursuant to the License/Access Agreements. Provided, however, the Parties agree that the Property Owner may re-locate the Beachwalker Park beach access to allow the Development authorized under this Agreement so long as a new beach access for Town vehicular use is provided by Property Owner nearby, in addition to the cooperation or rights that are specified in Exhibits 31.1 and 31.2.

Property Owner further acknowledges that the Town shares concurrent jurisdiction with the South Carolina DHEC's Department of Ocean and Coastal Resource Management ("OCRM") and federal agencies in accord with state and federal law, including the Town's jurisdiction and authority as set forth in Section 48-39-10, et. seq., of the South Carolina Code of Laws, 1976, as amended.

(c) Marshes:

The Property Owner will limit its use of the marshes in and surrounding Kiawah Island to only such uses as are allowed by Subpart 16.(a) herein, the Town's Key Location Ordinances (Exhibit 10.2 hereto), and other local, state or federal laws.

(d) Bear Island:

Bear Island (AKA Little Bear Island) is located at the far eastern end of Kiawah Island, and is partially contiguous to the 5th hole of The Ocean Course. [See Exhibit 16.3.] This Agreement does not alter or extinguish the obligation of Lodema R. Adams as Trustee of Bear Island Holding Trust, Charles P. Darby, III and John C.L. Darby as Trustees of the Charles P. Darby, Jr. Issue Trust, and Vanderhorst, LLC to convey Bear Island in accordance with Section 16(d) of the 2005 Development Agreement that remains in full force and effect as to them.

- (e) Archeological Studies. Subject to the provisions of § 6-31-80, the Programmatic Agreement heretofore entered between the Property Owner and the State Department of Archives and certain other state and federal entities shall govern all matters dealing with archeology at Kiawah Island. A copy of such Agreement is attached as Exhibit 16.4: Programmatic Agreement.
- (f) Captain Sam's Spit – Parcel 12B.

This parcel is known as Captain Sam's Spit and is shown on Exhibit 16.2. It comprises approximately 155.341 acres of highland of which the Property Owner may plat, Develop, and convey: (a) fee simple title to no more than 20 acres for Single Family Detached Dwelling residential purposes and any uses as are authorized for Parcel 12B as authorized by this Agreement;(b) and utilize additional Parcel 12B highland acreage as may be needed for infrastructure/Development including, but not limited to, road rights-of-way, utilities, beach access easements, paths, trails, green space, community recreation serving Parcel 12B, dock access, parking, etc., with any such Development to comply with this Agreement including but not limited to Exhibits 13.1 and 13.2. *Provided however*, only highland landward of the setback line and/or critical line set by OCRM may have structures built thereon (lot lines and boardwalks permitted by OCRM from time to time may, however, irrespective of the foregoing, extend seaward of the setback line and critical line).

Such developable acreage shall be based on environmentally-sensitive approaches to Development, including limited and careful infrastructure construction. The Town will assist Property Owner in facilitating provision of access strategies that minimize impacts with narrow rights-of-ways to 20' widths or less and narrower road profiles to 16', provided such access is appropriate for emergency vehicles. Property Owner may use pervious material for same.

Notwithstanding any other provision of this Agreement, Property Owner agrees that prior to any conveyance to KICA of rights, title, or interests in any roadway and adjacent right-of-way leading to developable property appearing on recorded plats at Captain Sam's Spit (i.e., on Parcel 12B), the Property Owner shall first obtain and provide to the board of directors of KICA, a certification from a licensed civil engineer with at least 20 years experience in South Carolina coastal development, that such roadway/right-of-way, in such engineer's considered professional opinion, will not unreasonably be subject to tidal erosion from the Kiawah River or the Atlantic Ocean.

When and if such roadway/right-of-way improvements are completed by Property Owner and such certification obtained from the licensed civil engineer, as aforesaid, is so delivered, then the roadway/right-of-way may, with all such improvements as are herein or otherwise authorized or provided for, be conveyed

pursuant to the Kiawah Island General Covenants and/or the KICA Covenants, to KICA in such form as Property Owner has heretofore customarily conveyed rights in other roads and rights-of-way at Kiawah Island to KICA.

Property Owner may construct up to 2 Neighborhood Docks (with OCRM permitting approval) serving Parcel 12B or Parcel 12 A with flexibility for placement per Exhibit 16.2. The Key Location Ordinance shall be amended by the Town to accommodate same as and when the dock(s) are ready to be Developed by Property Owner.

Should the baseline/setback and/or critical lines move (including adjustments as result from periodic measurements by OCRM), allowances and locations for structure placement shall be adjusted accordingly by the parties and confirmed by amendment(s) hereto upon request of either party.

Property Owner shall provide to KICA (by quitclaim deed conveyance) 8 parking spaces at the approximate location on the approved subdivision plat upon completion of the road access and shall improve the spaces with pervious material. An easement to KICA shall be limited to its members' use for access along the road to the 8 parking space area. A beach access path from such parking area shall also be granted by Property Owner to KICA by quitclaim deed for its members' convenient usage. Property Owner shall make these conveyances upon completion of the infrastructure of Phase One of Captain Sam's Spit and the dedication to KICA of said infrastructure in conformance with the provisions of this section.

On or before the Termination Date of this Agreement, Property Owner shall convey to KICA (for nominal consideration by quitclaim deed) such areas of highland depicted in light green and cream on Exhibit 16.2 as are then seaward (as to land on the ocean side of Parcel 12B) of the crest of the primary oceanfront dune, less only such areas/lots as may have been encumbered by easements or conveyed to third parties (*e.g.*, lot owners, KICA, etc. pursuant to the authorizations hereinabove noted).

Prior to the Termination Date, Property Owner also agrees to restrict all remaining highlands not devoted to the uses or purposes authorized herein, to non-developable, passive green space by restrictive covenant recorded in the Charleston County RMC office. Property Owner shall grant an easement to KINHC (provided KINHC accepts) for any acreage not subject to Development, including such acreage as is to be conveyed, ultimately, to KICA.

The Town has requested that the Property Owner consider the possibility of establishing a temporary site on the Kiawah River for KICA members to launch kayaks and canoes before further Development of Captain Sam's Spit. Property

Owner agrees to study the issue and consider the request in good faith.

17. [Left intentionally blank]

18. **Kiawah Island Community Association, Inc.**

(a) Waiver.

The Property Owner executed a Limited Waiver under Declaration of Kiawah Island Community Association pursuant to the terms of the 2005 Development Agreement that is recorded in the RMC Office for Charleston County at Book 568, Page 393 (the "Limited Waiver"), copy attached as Exhibit 18.1. The Parties agree that the "retained rights of Kiawah Resort Associates, LP, its successors and assignees" as set forth in Limited Waiver shall expire upon transition under the KICA Covenants or January 1, 2018 whichever occurs first.

(b) KICA Authority.

This Agreement shall not be understood as amending the KICA Covenants or changing rights thereunder. Except as expressly provided in this Agreement, the rights granted the Property Owner as the "Company" under the KICA Covenants are not intended to be lessened or abrogated, and any consensual relinquishment herein of rights provided to the Property Owner by the KICA Covenants shall not be deemed or construed to be permanent waivers of its rights under the KICA Covenants except as expressly set forth in the Limited Waiver that was Exhibit 18.1 to the 2005 Development Agreement that is recorded in the RMC Office for Charleston County at Book B 568, Page 393.

(c) The Security Gates.

The Town and the Property Owner recognize and respect the fundamental importance and value of the security gates, private rights-of-way and private amenities to the Town, the Property Owner and the owners of property on Kiawah Island and Cassique and to the enhancement and preservation of every property owner's land values. If a judicial challenge is brought seeking to make one or more of the roads on the island open to the general public and the challenging party prevails based, in whole or in substantial part, on the expenditure of public funds by the Town and/or an ordinance passed by the Town and/or other conduct or ownership of facilities of the Town, the Town agrees that it will immediately cease such expenditures, repeal such ordinance, and refrain from owning such facilities (as are inside the security gates) or continuing such conduct. This paragraph shall be subject to the provisions of § 6-31-80 and shall not be construed to prevent the performance or enforcement of the specific provisions of this Agreement.

- (d) Extension of Covenants. Property Owner agrees that it will not exercise its rights under the KICA Covenants to submit contiguous or nearly contiguous properties to the KICA covenants unless there has been prior approval by a simple majority vote of the members present at a duly called meeting of the membership under the KICA Covenants. Parcels 2, 3, 5, 11, 12A, and 12B are excluded from this requirement of approval by the KICA membership.

Property Owner agrees that Property Owner will not seek to add Cassique to the KICA Covenants by supplemental declaration (that would need to be approved by the members of KICA in accordance with the preceding paragraph) without the prior approval of a majority of the Cassique owners, excluding Property Owner, by vote at a duly called meeting or obtained in a written referendum.

- 19. Hotel/Inn Zoning. . It is understood and agreed between the Town and the Property Owner that the Real Property on Kiawah Island is intended to be and shall remain free of a proliferation of hotels or inns. No Hotel Rooms and Support Space are allocated to the Undeveloped Lands on Kiawah Island as defined in this Agreement.

20. Development Schedule for The Project.

- (a) Commencement date. The Project commenced in the mid-1970's, and has been ongoing since then.
- (b) Interim completion date. The Property Owner projects that in the following years after the execution and adoption of this Agreement, the following percentages of the Undeveloped Lands within the Real Property will be developed:

<u>YEAR</u>	<u>% COMPLETE</u>
5	10
10	20
15	35
20	60
25	85
30	100

- (c) Completion date. The Property Owner projects that by the year 2030 the Project should be complete (i.e., all recreational amenities erected, commercial structures built, and essentially all structures erected on building Lots and all necessary infrastructure in place). Nothing in this paragraph shall be interpreted to extend the term of this Agreement.

- 21. Term of the Agreement. This Agreement shall expire on January 1, 2023. If the Property Owner shall provide to the Town a certification that highland within the Real

Property owned by the Property Owner as of January 1, 2016, is 250 acres or greater, the Town and the Property Owner shall enter an amendment to this Agreement extending the term to January 1, 2026. The date of the expiration of the term of this Agreement is the "Termination Date."

22. **Amending or Canceling The Agreement.** Subject to the provisions of § 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest and, in the case of the Property Owner, its successors in title who, by virtue of assignment or other instrument become the "Company" under the KICA Covenants.

If the Property Owner and related entities petition to annex into the Town their land at Cassique, as reflected on Exhibits 1.3 and 4.1, then the Town agrees to consent to add Cassique to the Real Property by amendment to this Agreement and add as parties to this Agreement the related entities that are not already parties. Cassique shall be treated and designated as Parcel 60, as further set forth herein. It is the intent of the parties that the final reading approving such annexation be accompanied by an amendment to this Agreement adding this land to the Real Property and including as Property Owner those owners of such land who are not already parties.

23. **Modifying Or Suspending The Agreement.** In the event state or federal laws or regulations 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.** The Zoning Administrator of the Town, or, if the Town has no Zoning Administrator, an appropriate officer of the Town, shall review the Project and this Agreement at least every twelve months, at which time the Property Owner shall demonstrate good faith compliance with the terms of this Agreement.

If, as a result of its periodic review, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town 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 Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

25. **Severability.** Subject to the provisions of § 6-31-150 and of ¶ 18(a), *supra*, 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 the Exhibits hereto which are incorporated herein by reference shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by PDD1a, including but not limited to obligations relating to providing an elementary school site, except those which may be specifically carried forward herein.

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.

27. **Conflicts of law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
28. **Remedies.** Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, that Property Owner shall not forfeit its right to just compensation for any violation by Town of Property Owner's Fifth Amendment rights. The Town 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 limited partners of the Property Owner, and further agrees that no limited partner or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the Town's assets as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Council members, agencies, boards, or commissions.
29. **Recording.** Within fourteen days after execution of this Agreement, the Property Owner shall record the agreement with the Charleston County Register of Mesne Conveyance. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
30. **Third Parties.** Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or Successors and Assigns to this Agreement.

31. **Conveyances.** Except as otherwise provided herein, all conveyances or transfers of any portion of the Real Property to KICA are to be by quit claim deed and for nominal consideration not to exceed one dollar (\$1.00). Except as provided in § 16(d) herein, all conveyances shall be tendered by the Property Owner so as to close during the duration of this Agreement; and, such conveyances shall preserve the Town's rights of beach access existing on the date of execution of the License Agreement dated December 31, 1993, attached hereto as Exhibit 31.1, and as of the date of the execution of the Grant of Exclusive License between Kiawah Resort Associates, LP and the Town for vehicular beach access from Beachwalker Park, attached hereto as Exhibit 31.2, recorded in the RMC Office for Charleston County at Book Z 282, Page 737. All improvements prior to conveyance shall be at the Property Owner's expense. The Property Owner hereby freely consents to such conveyances and waives any challenges it may otherwise have to the validity of said conveyances (as exactions or otherwise). Property Owner further agrees to waive any challenges to Town ordinances (regardless of when enacted) passed so as to limit Property Owner's use of Real Property to be conveyed to KICA (or some 501(c)(3) organization) in order to protect and preserve the purposes of the conveyances. Such waiver shall include, but not be limited to all state laws and local zoning and subdivision regulations prohibiting all development of any portion of the Real Property so conveyed, it being agreed to by the Property Owner that said restrictions do not restrict the totality of the Real Property and that the same are reasonable restrictions in time, place and manner.

Notwithstanding the foregoing, the Property Owner shall be entitled to grant easements, licenses, access, and recreational uses for the properties to be conveyed, consistent with and not prohibited by Sections 14, 15, 16, and 33(b)(iii) herein.

32. **Town Determinations Relating to the Project.**

Approval of Agreement. The Town Council has approved the Project under the process set forth in ¶ 6-31-50 of the Act and the Development Agreement procedures set forth in various Whereas clauses contained in Ordinance 2013-16 on the terms and conditions set forth in this Agreement.

33. **Successors and Assigns.**

- (a) **Binding Effect.** This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be responsible for performance of Property Owner's obligations hereunder as to the portion of the Real Property so transferred. In addition, unless the Town gives its written consent (which consent shall be deemed given if the Town does not respond after thirty (30) days written notice and which consent shall not be unreasonably withheld) to transfer or assignment, Property Owner shall remain jointly and severally liable to Town

under this Agreement. The Town's determination whether to give its written consent shall be based on the ability of the purchaser/transferee to perform the obligations of this Agreement associated with the tract transferred. Such written consent will not be unreasonably withheld if such ability is demonstrated.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in single family residential subdivisions or Lots in commercial areas which have been platted and approved in accordance with the terms of this Agreement. Property Owner shall be released from obligations as to sale of individual Lots in single family subdivisions and individual pad sites in commercial areas.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members and/or mayor change.

- (b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:
- (i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Company" under and within the meaning of the KICA Covenants, Property Owner shall notify the Town by thirty days prior written notice and provide it a copy of the assignment of such status as the "Company." If the owners of Property Owner intend to sell their ownership interests in Property Owner to an unrelated third party, Property Owner shall inform the Town no fewer than five business days before the earlier of any public announcement of the transfer of ownership or the consummation of the transaction, and Town agrees to hold such information in confidence.
 - (ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the Town.
 - (iii) Transfer of Property Committed to Transfer to Third Parties. Property Owner shall not be entitled to transfer to third parties Real Property which

Property Owner is required to transfer to KICA or other third parties by reason of the terms of this Agreement. Notwithstanding the foregoing, the Property Owner shall be entitled to grant easements, access, and recreational uses for the properties to be conveyed, consistent with and not prohibited by Sections 14, 15, 16, and 33(b)(iii) herein.

- (iv) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the "cap" set forth in § 13.B.1.(b)(ii) herein shall, by contract and covenant running with the land, assign a precise number of Vested Units and commercial square footage. (in reduction of the -----new Vested Units, and ----- non-residential square footage)
- (v) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this ¶ 33(b) 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 ¶ 6 hereof.
- (c) Release of Property Owner. In the event of consent by Town to the sale or other conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, 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 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 an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town 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 Town will respond to such a request within ninety (90) days of the receipt of the 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

person making the request.

The certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the Certificate.

If the Town does not respond to such request within ninety (90) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this ¶ 33 (d).

34. **General Terms and Conditions.**

- (a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit 4.1 attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.
- (b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Undeveloped Lands and the other Development on Kiawah Island.
- (c) Mutual Releases. At the time of, and subject to, (a) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (b) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or

before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with law, including Town's Land Development Regulations, as amended.

- (d) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.
- (e) 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 the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation not contained herein. Any amendments are subject to § 22 herein.
- (f) 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, except for the survival and extension of certain rights and obligations established under the 2005 Development Agreement and the amendments thereto as might be explicitly described herein. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.
- (g) Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- (h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Kiawah Island
Town Hall
21 Beachwalker Drive
Kiawah Island, SC 29455

With copies to:

County Planning Director
Lonnie Hamilton Public Services Building
4045 Bridge View Drive
N. Charleston, SC 29405

Dennis J. Rhoad, Esq.
123 West Main Street
Moncks Corner, SC 29461

To the Property Owner:

Patrick Melton
Kiawah Development Partners, LLC
130 Gardeners Circle, PMB#155
Johns Island, SC 29455

With copies to:

G. Trenholm Walker, Esq.
P. O. Box 22247
Charleston, SC 29403-2247

- (i) 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.

- (j) Survival of Property Owner's Obligations. Notwithstanding any provision of this Agreement, or of law to the contrary and as a partial consideration for the parties entering into this Agreement, the Parties agree that Property Owner is obligated to provide to the Town and KICA the following enumerated extraordinary and significant benefits even if the Property Owner cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement:

- (i) Dedication of the conservation open space at Captain Sam's Spit as set forth in Section 16 of this Agreement;
 - (ii) Construction of Facilities covered by a recorded plat;
 - (iii) Conveyance of marshes and lowlands;
 - (iv) Park at Ocean Park as set forth in section 15 (a) (ii); and,
 - (v) Any obligations imposed on Lodema R. Adams as Trustee of Bear Island Holding Trust, Charles P. Darby, III and John C.L. Darby as Trustees of the Charles P. Darby, Jr. Issue Trust, and Vanderhorst, LLC who remain parties to the 2005 Development Agreement (but are not parties to this Agreement) continue in full force and effect under the 2005 Development Agreement as to them, including but not limited to the obligation to convey Bear Island to the KICA, exclusive of those portions that may have previously been Developed pursuant to deed of conservation easement recorded in the RMC Office for Charleston County at Book F340, page 421 to Wetlands America Trust, Inc. However, such conveyance after the expiration or termination of the 2005 Development Agreement on January 1, 2018, shall still be subject to reservation of the quit claim deed that makes portions of Bear Island available for Development as permitted in the deed of conservation easement recorded in the RMC Office for Charleston County at Book F340, page 421 to Wetlands America Trust, Inc. and further subject to the reservation of title by Property Owner as set forth in the 2005 Development Agreement.
- (k) Disputes in Interpretation. If the Town and the Property Owner disagree as to the interpretation and/or meaning of this Agreement, they agree that they shall have their respective attorneys meet over the course of a week in an effort to resolve such difference. If their attorneys are unable to agree, these attorneys shall within a week select a third person to arbitrate the dispute. The arbitration shall be held promptly (no later than one week after the arbitrator is selected) and include a hearing conducted by the arbitrator in which the Parties shall have the right to make their arguments, present evidence, cross examine witnesses and to invoke such other procedures as normally attend an arbitration proceeding. The arbitrator's award shall be final and binding. The Parties hereby waive the statutory notice of arbitration on the front of this Agreement as specified in South Carolina's Uniform Arbitration Act, S.C. Code § 15-48-10(a).

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Amended and Restated Development Agreement, and by their seals do affirm such execution and delivery, on the day and year first above written.

TOWN OF KIAWAH ISLAND

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Petra Reynolds

[Signature]
Petra Reynolds

[Signature]
Petra Reynolds

[Signature]
Petra Reynolds

[Signature]
Petra Reynolds

[Signature]
Frank Rucker

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: [Signature]
Charles R. Lipuma, Mayor

By: [Signature]
Mary Q. Johnson

By: [Signature]
John D. Labriola

By: [Signature]
Lauren N. Patch

By: [Signature]
Richard Murphy

Attest: [Signature]
Petra Reynolds
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by Charles R. Lipuma, its Mayor, and Petra Reynolds, its Clerk of Council, this 5th day of December, 2013.

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 9/4/2022




PROPERTY OWNER


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: Coral Canary GP, L.L.C.
a Delaware limited liability company
(CORP. SEAL)

Its: General Partner






By: 

Patrick Melton
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by Coral Canary GP, L.L.C., a Delaware limited liability company, its General Partner, by Patrick Melton, its President, this 3rd day of December, 2013.



(SEAL)
Notary Public for South Carolina
My commission expires: 12-10-2020

PROPERTY OWNER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

NW FRESHFIELDS LLC
(SEAL)

By: *Michael Sullivan*
Michael Sullivan

Its: Chief Financial Officer

E. J. Elise Trani
Quincy Peeler

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by NW FRESHFIELDS LLC, by Michael Sullivan, its Chief Financial Officer, this 3 day of December, 2013.

Priyanka Bose (SEAL)
Notary Public for New York
My commission expires: October 7, 2017

PRYANKA BOSE
Notary Public, State of New York
No. 01B06290109
Qualified in New York County
Commission Expires Oct. 7, 2017



PROPERTY OWNER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

NW BBT LLC (SEAL)

By: [Signature]
Michael Sullivan

Its: Chief Financial Officer

[Signature] Elise Irani

[Signature]

STATE OF New York)
COUNTY OF New York)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by NW BBT LLC, by Michael Sullivan, its Chief Financial Officer, this 3 day of December, 2013.

[Signature] (SEAL)
Notary Public for New York
My commission expires: October 7, 2017

PRIYANKA BOSE
Notary Public, State of New York
No. 01808290109
Qualified in New York County
Commission Expires Oct. 7, 2017

PROPERTY OWNER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

NW FV LAND LLC (SEAL)

By: [Signature]
Michael Sullivan

Its: Chief Financial Officer

[Signature] Elise Drami
[Signature]

STATE OF New York)
)
COUNTY OF New York)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by NW FV Land LLC, by Michael Sullivan, its Chief Financial Officer, this 3 day of December, 2013.

Priyanka Bose
Notary Public for New York

PRIYANKA BOSE
Notary Public, State of New York
No. 01B08290109
Qualified in New York County
Commission Expires Oct. 7, 2017

... My commission expires: 10/07/2017

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EXHIBIT 1.1 DEFINITIONS

- (a) “Adjacent” means next to or within 100 feet. Adjacent properties include those properties which abut a property, as well as properties with any portion being located within 100 feet of any boundary of the subject property.
- (b) “Agreement” means this Amended and Restated Development Agreement, including the recitals and exhibits attached hereto.
- (c) “ARB” for land on Kiawah Island means the Kiawah Architectural Review Board that is currently operational under the auspices of the Property Owner and/or as it may later function under the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to all property in Kiawah Island (recorded in the Charleston County RMC office in book M114 Page 406, and amended by instrument recorded in Book Z-124, Page 305). “ARB” for the Parcel(s) in Cassique means the Cassique Architectural Review Board as may be established under the Declaration of Covenants and Restrictions for Cassique (recorded in the Charleston County RMC office in book K356 Page 612). The ARB for the Parcels in Freshfields means the Freshfields Architectural Review Board as may be established under a declaration of covenants for Freshfields.
- (d) “Bridge” or “Causeway” means a raised roadway crossing naturally wet ground or water features.
- (e) “Building Development Standards” means minimum standards for the area, width, building coverage, building setback and yard requirements for Lots or Development Parcels.
- (f) “Common Properties” means KICA Common Properties, Purchased Common Properties, and Restricted Common Properties as described under the KICA Covenants and excludes any land on Parcels in Cassique or Freshfields.
- (g) “Comprehensive Plan” means the master plan adopted pursuant Code Sections 6-7-510, et seq., 5-23-490 et seq., 6-29-310 et seq., or 4-27-600 and the official map adopted pursuant to 6-7-1210, et seq.
- (h) “Density” means the number of Dwelling Units per acre. Parcel Density equals the number of Dwelling Units divided by the gross acreage above mean high water, excluding Fresh Water and Salt Water Wetlands.
- (i) Intentionally omitted.
- (j) “Development” means the planning for or carrying out of a building

activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as authorized by this 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 item.

- (k) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-ways.
- (l) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of Local Government having the effect of permitting the Development or use of property.
- (m) “Dwelling Group” means two or more residential structures that are located on the same Lot.
- (n) “Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit.
- (o) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. The Property Owner is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites.
- (p) “Finished Grade” means the average elevation of a Lot after construction; provided, however, that Finished Grade shall not be more than 6 feet above Natural Ground elevation, and provided further that the Town may approve more than 6 feet.
- (q) “Fresh Water and Salt Water Wetlands” means those properties with elevations below the mean high water line, and properties within a pond, lagoon or other Water Bodies.

- (r) "General Covenants" means and refers to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island (recorded in the Charleston County RMC Office in Book M114, Page 406, and amended by instrument recorded in Book Z124, Page 305.)
- (s) "Graphics Setbacks" means the table of setbacks for Lots owned by third parties as set forth on Exhibit 13.10.
- (t) "Ground Floor Level" means Natural Ground or the lowest floor elevation for structures as set forth in the Town of Kiawah's floodplain management ordinance, (as found in Section 14-101 of the Municipal Code), 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, Height is measured from Ground Floor Level.
- (u) "Gross Leasable Area" (GLA) means total floor area for which the tenant pays rent and that is designed for the tenant's occupancy and exclusive use. GLA does not include public or common areas, such as utility rooms, stairwells and malls.
- (v) "Guest Rooms" means a resort hotel room or suite designed for occupancy as a single unit by no more than four (4) persons in a single unit.
- (w) "Height" means elevation from Ground Floor Level as measured in feet and stories. Building height does not include chimneys, antennae or ventilation pipes. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. One-half story is a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.
- (x) "Hotel Rooms and Support Space" means any Guest Rooms, public lobby, food and beverage, sundries, meeting and banquet, administrative service and mechanical areas attributable to hotel operation.
- (y) "Kiawah Island" means the island of Kiawah including its surrounding marshes and nearby islands and includes all lands and areas encompassed within the boundaries of the low lands, high lands, marsh lands, and waterways depicted on Exhibit 1.2, and excludes the lands comprising Cassique and Freshfields and their surrounding marshes and nearby islands.
- (z) "KICA" means the Kiawah Island Community Association, Inc.

- 6
- (aa) "KICA Covenants" means and refers to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in the RMC Office for Charleston County in Book M114, Page 407, and all amendments and supplements thereto, including those recorded a Book O-125 at page 163, Book K-139 at page 58, Book R-210 at page 748, Book W-243 at page 271, and Book W-243 at page 258.
 - (ab) "Land Development Regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of Development and included Local Government zoning, rezoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.
 - (ac) "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 Code Section 6-31-140 (A).
 - (ad) "Local Government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.
 - (ae) "Lot" means Development Parcel identified in a Subdivision Plat recorded in Charleston County, RMC office.
 - (af) "Membership Lodge" means residential Dwelling Units used by guests of the Property Owner or of the Kiawah Island Club, Inc. The Property Owner shall not lease more than 20 such residential Dwelling Units on Kiawah Island or 20 such residential Dwelling Units on the Cassique Parcels, as set forth in Exhibit 13.2.
 - (ag) "Natural Ground" means the average elevation of a Lot or Development Parcel prior to Development activity.
 - (ah) "Neighborhood Dock" means a shared dock for the use of the residents of that specific community or neighborhood exclusively, and not open to the other members of the KICA.
 - (ai) "Parties" are the Property Owner and Town.

- (aj) "Parcel" means any of those tracts of the Real Property constituting the Undeveloped Lands that are numbered and identified in Exhibits 1.3 and 13.2.
- (ak) "Pervious Cover" means land which permits the absorption of stormwater into the ground. This may include walkways and driveways which are pervious to stormwater.
- (al) "Private Club" means a privately-owned, by-invitation-only association of two or more members who may have the use of land and facilities owned or leased by the club and made available to members, their guests, and others as the club owner(s) may allow from time to time; membership may be for social, civic, recreational, and/or other lawful purposes with such membership conditioned upon the receipt of dues, fees, or other charges as are levied by the club owners.
- (am) "Project" is the development that has occurred and will occur on Kiawah Island, Cassique, and Freshfields.
- (an) "PDD1a" shall refer only to the Zoning Ordinance originally adopted by Charleston County and adopted by the Town on April 6, 1989, as part of the Town's Planning and Zoning regulations in 1989, as amended prior to September 26, 1994.
- (ao) "Property Owner" means Kiawah Resort Associates, L.P., a limited partnership organized and existing under the laws of Delaware, together with all subsidiaries thereof and other entities which have a legal interest on the date of execution hereof in any of the Real Property as described in Section 4 and includes Kiawah Resort Associates, L.P.'s successors in interest and successors in title and/or assigns by virtue of assignment or other instrument pursuant to ¶ 33 hereof. Additionally, Property Owner shall mean Kiawah Development Partners, LLC, KDP II LLC Inc , Kiawah Island Utility, Inc., Kiawah Island Club Holdings, LLC, Atlantic Partners, LLC, Atlantic Partners II, LLC,, Freshfields Convenience Store, LLC, NW Freshfields LLC, NW FV Land LLC, NW BBT LLC, Freshfields Village Hotel Associates, LLC, and their successors in interest or successors in title and/or assigns by virtue of assignment or other instrument in accord with ¶ 33 herein, solely for purposes of the property owned by them that is submitted under this Agreement. Property Owner warrants that there are no other legal or equitable owners of the Real Property.
- (ap) "Real Property" is the real property referred to in paragraph 4 and includes any improvements or structures customarily regarded as part of real property.

- (aq) "Sight Triangle" means a triangular-shaped portion of land established at street intersections in which nothing is permitted which limits or obstructs the sight distance of motorists entering or leaving the intersection. The sides of the triangle measure twenty-five (25) feet from the intersection of the projected pavement lines.
- (ar) "Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by yards or open space.
- (as) "Single Family, Patio Homes and Multi Family Covenants" means and refers to the Declaration of Covenants and Restrictions applicable to Single Family Housing at Kiawah Island recorded at Book T-108 at page 339 in the RMC Office for Charleston County; the Declaration of Covenants and Restrictions applicable to Patio Homes at Kiawah island recorded at Book T-108 at page 341 in the RMC Office for Charleston County; and the Declaration of Covenants and Restrictions applicable to Multi-Family Housing at Kiawah Island recorded at Book T-108 at page 340 in the RMC Office for Charleston County.
- (at) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with Article 12B, Subdivision Regulations of the Municipal Code, Town of Kiawah Island, South Carolina, as amended, or previously prepared in compliance with the then-applicable ordinances of Charleston County, or prepared in compliance with the standards set forth in Exhibit 10.4 (only as to the Cassique and Freshfields Parcels).
- (au) "Town" is the Town of Kiawah Island, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina.
- (av) "Traffic Mitigation Measures" means improvements and/or transportation management strategies and/or financial payments to restore or maintain acceptable levels of service for a roadway segment or segments, including, but not limited to: turn lane additions, acceleration/deceleration lanes, a new off-island reception center/security checkpoint, other road widening alternatives, vanpools, and other alternatives to decrease traffic volume or increase roadway capacity.
- (aw) "Undeveloped Lands" in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit 1.3. Undeveloped Lands shall, during the term of this Agreement, include only real property that either (i) has not received any plat approval or (ii) has received preliminary, conditional or final plat approval but fewer than 75% of the Lots in a specific Parcel as depicted on Exhibit 1.3 thereon have been sold

to Type A Members under the KICA Covenants and fewer than 75% of the potential houses on such platted Lots (or less than 75% of the buildable commercial square footage on a plat of commercial property) have been permitted for construction by the Town. Also included within the definition of Undeveloped Lands is the Real Property made subject to a recorded master deed after the date hereof but fewer than 90% of the condominium units shown thereon have been sold to Type A members under the KICA Covenants. If the planning director of the Town and the ARB agree that a Lot or Parcel was inadvertently excluded from the description of the Undeveloped Lands, they may agree to add it to the Undeveloped Lands by written mutual concurrence without the need for a formal amendment to this Agreement.

- (ax) "Vested Units" means and includes (1) the new single family Lots within the Undeveloped Lands which receive preliminary subdivision plat approval for the first time after October 12, 2005.
- (ay) "Water Bodies" means property to be determined to be under water no less than eleven (11) months of the year and under such standing water for a continuous period of no less than nine (9) months of the year.
- (az) "Zoning Board of Adjustment" or "BZA" means the duly-appointed Zoning Board of Adjustment for the Town of Kiawah Island.



Exhibit 1.2 Kiawah Island
10.16.2013

Kiawah Island

——— Town of Kiawah Island Limits

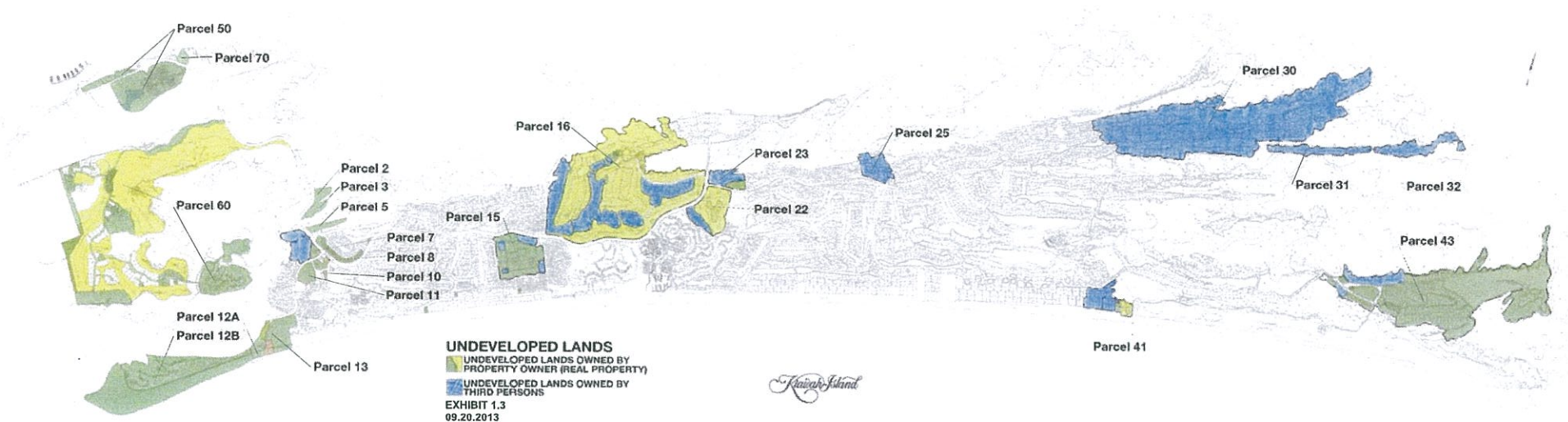


Exhibit 4.1: Description of Real Property
Owned by Property Owner
10.16.2013

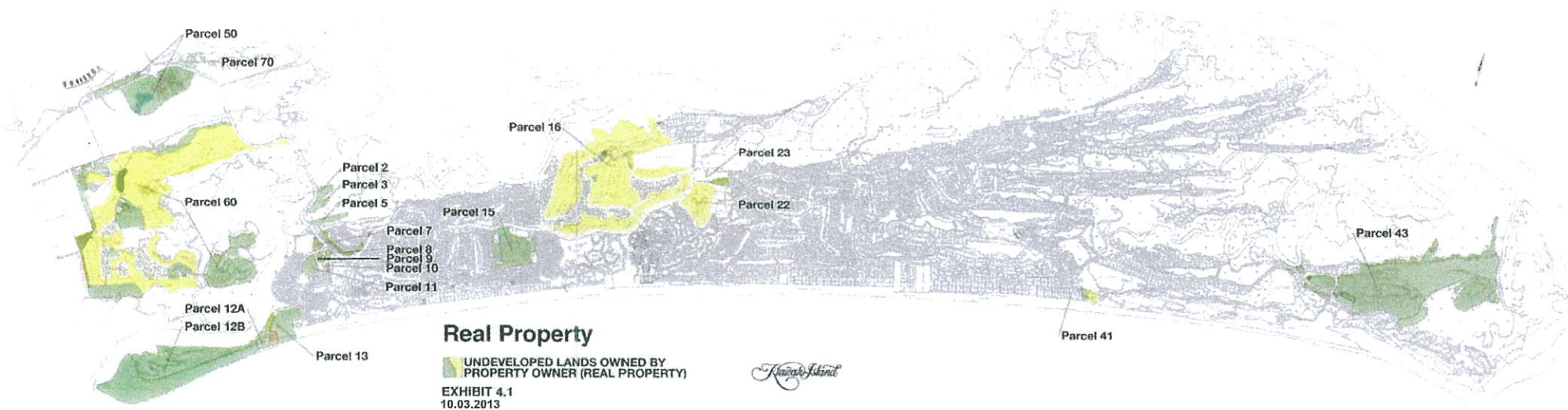
TAX MAP NUMBER (TMS)	PARCEL NO.	PARCEL DESCRIPTION - KIAWAH ISLAND	ACREAGE (ABOVE M.H.W.)
207-00-00-002	2	Mingo North	8.27
207-00-00-002	3	Mingo South	4.40
207-00-00-002	5	Little Rabbit North	6.20
207-02-00-073	7	Sales Center	2.37
207-05-00-120	8	Parkway Gate	1.20
207-05-00-004	9	Beachwalker Office Park	1.748
207-05-00-120	10	Marsh Point Residual	0.66
207-05-00-117	11	Beachwalker Lagoon	5.94
	12A	Beachwalker Park	8.70
	12B	Captain Sam's Spit	155.34
	13	Beachwalker Ocean	19.50
	15	Utility Tract	34.54
209-01-00-120		Utility Tract	
209-01-00-119		Utility Tract	
207-04-00-103		Utility Tract	
209-00-00-001	16	Settlement (Bass Pond) golf course	205.47
209-00-00-143		179 Kiawah Island Club Drive	0.491
209-00-00-087		166 Kiawah Island Club Drive	0.835
209-00-00-145		183 Kiawah Island Club Drive	0.690
209-00-00-147		169 Kiawah Island Club Drive	0.546
264-05-00-001	22	East Beach Interior	33.22
	23	Governors Marsh	
264-01-00-076		140 Halona Lane	0.154
264-01-00-107		138 Halona Lane	0.197
264-01-00-106		136 Halona Lane	0.319
264-01-00-105		134 Halona Lane	0.369
264-01-00-104		132 Halona Lane	0.229
264-01-00-103		130 Halona Lane	0.158
264-01-00-102		128 Halona Lane	0.243
264-01-00-101		126 Halona Lane	0.238
264-01-00-100		124 Halona Lane	0.154
264-01-00-099		122 Halona Lane	0.150
264-01-00-098		120 Halona Lane	0.213
264-01-00-097		118 Halona Lane	0.169
264-01-00-096		116 Halona Lane	0.139
264-01-00-095		114 Halona Lane	0.177
264-01-00-094		112 Halona Lane	0.138
	30	Preserve (Blue Heron)	20.19
	41	Osprey Beach 3/Beach Club	
265-13-00-023		225 Ocean Marsh Road	4.126
265-13-00-087		219 Ocean Marsh Road	1.136
207-00-00-015	43	Ocean Park	240.42
		SUBTOTAL	551.01

TAX MAP NUMBER (TMS)	PARCEL NO.	PARCEL DESCRIPTION	ACREAGE (ABOVE M.H.W.)
	50	Freshfields Village (PD-85)	
		a. North	
204-00-00-029		Tract VII	6.77
		b. South	
205-00-00-224		Tract 1-E	6.77
205-00-00-014		Tract 1-D	29.24
205-00-00-219		Parcel A	4.38
205-00-00-220		Parcel B	2.83
205-00-00-221		Parcel C	0.74
205-00-00-222		Parcel D	0.35
205-00-00-224		Parcel E	0.69
205-00-00-225		Parcel F	1.82
205-00-00-249		Parcel G	1.66
?		R/W of Freshfields Dr. and Village Green Ln.	1.82
		SUBTOTAL	57.06
	60	Cassique (R-4 - County)	
205-00-00-002		a. Golf Course	153.37
205-00-00-011		a. Golf Course	71.53
205-00-00-009		b. Eagle Island 2	5.90
205-00-00-009		c. Eagle Island 1	15.50
205-00-00-006		d. South Marsh	23.40
205-00-00-012		e. Fairway 18	25.91
		f. Lots by number:	
205-00-00-037		21 - LeMoyne Lane	0.569
205-00-00-110		49 - LeMoyne Lane	0.598
205-00-00-111		51 - LeMoyne Lane	0.47
205-00-00-112		53 - LeMoyne Lane	0.458
205-00-00-113		55 - LeMoyne Lane	0.551
205-00-00-114		57 - LeMoyne Lane	0.47
205-00-00-115		59 - LeMoyne Lane	0.44
205-00-00-116		61 - LeMoyne Lane	0.483
205-00-00-118		58 - LeMoyne Lane	0.554
205-00-00-120		54 - LeMoyne Lane	0.607
205-00-00-121		52 - LeMoyne Lane	0.503
205-00-00-122		50 - LeMoyne Lane	0.448
205-00-00-250		62 - LeMoyne Lane	0.825
205-00-00-251		64 - LeMoyne Lane	0.956
205-00-00-252		66 - LeMoyne Lane	0.887
205-00-00-253		68 - LeMoyne Lane	0.879
205-00-00-254		70 - LeMoyne Lane	0.773
205-00-00-255		72 - LeMoyne Lane	0.936
205-00-00-256		74 - LeMoyne Lane	0.834
205-00-00-257		76 - LeMoyne Lane	1.49
205-00-00-258		78 - LeMoyne Lane	4.892
205-00-00-259		77 - LeMoyne Lane	7.104
205-00-00-060		207 - Charles Voysey Lane	0.542
		SUBTOTAL	321.88

TAX MAP NUMBER (TMS)	PARCEL NO.	PARCEL DESCRIPTION	ACREAGE (ABOVE M.H.W.)
	60	Cassique (PD-110)	
205-00-00-201		Entry North	6.70
205-00-00-200		Entry South	3.40
205-00-00-199		Practice Grounds	5.00
		Lots by number:	
205-00-00-099		223 - Beauty Berry Court	0.64
205-00-00-101		252 - Grass Garden Lane	0.435
205-00-00-102		254 - Grass Garden Lane	0.38
205-00-00-104		257 - Grass Garden Lane	0.341
205-00-00-105		255 - Grass Garden Lane	0.415
205-00-00-106		253 - Grass Garden Lane	0.258
205-00-00-107		251 - Grass Garden Lane	0.313
205-00-00-108		286 - Pine Barren Lane	0.387
205-00-00-109		288 - Pine Barren Lane	0.28
205-00-00-202		1 - Dennison Lane	0.86
205-00-00-203		3 - Dennison Lane	0.371
205-00-00-211		260 - Woodland Garden Lane	0.4186
205-00-00-212		287 - Pine Barren Lane	0.313
205-00-00-213		289 - Pine Barren Lane	0.381
205-00-00-245		7 -- Dennison Lane	0.36
205-00-00-246		9 -- Dennison Lane	0.316
		SUBTOTAL	21.57
204-00-00-135	70	Tract III-A (Freshfields Utility Tract)	4.28

SUMMARY

PARCEL NO.	PARCEL DESCRIPTION	ACREAGE (ABOVE M.H.W.)
-	Kiawah Island	560.37
50	Freshfields Village PD-85	57.06
60	Cassique	343.45
	R-4 County	321.88
	PD-110	21.57
70	Tract III-A (Freshfields Utility Tract)	4.28
	TOTAL	965.16



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Exhibit 10.1: Traffic Mitigation

- (1) Both the Property Owner and the Town are concerned with the accessibility of Kiawah Island and mobility thereon. Both understand the practical economies of staging the development of transportation facilities. Both are interested in the continuation of the enforceable agreement of PDD 1a that would permit the developer a certain degree of flexibility in staging the development of transportation facilities, but require those facilities to meet certain performance standards.

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This exhibit provides a set of such performance standards or criteria for the Kiawah River Bridge (Bridge) and the Island Parkway (Parkway). The standards are meant to maintain the performance of these facilities in terms of the volume of traffic thereon and the ratio of that volume to the maximum capacity of the facility. Critical traffic volumes and frequencies of their occurrence are used in accordance with paragraph (2) of this exhibit to specify the point at which Traffic Mitigation Plans and Traffic Mitigation Measures will be required.

As traffic volume on any Link of the transportation facilities approaches full capacity, it will become necessary to expand the capacity of that Link. Two important factors should be considered in deciding when Traffic Mitigation Measures are needed.

First, traffic on the Bridge and Parkway should not be required to fully reach capacity volumes before Traffic Mitigation Measures are mandated. Near Capacity Traffic Volumes will result in congestion, delay, and driving discomfort, which can be avoided if sufficient lead time is provided between the decision to build and the actual construction of Traffic Mitigation Measures. Traffic volumes should exceed only a specified percentage of capacity in order to require Traffic Mitigation Measures.

Second, infrequent peaking of traffic volumes at or near capacity due to special events or circumstances does not, alone, justify the expansion of the transportation facilities. Traffic volumes should approach capacity with a specific regularity in order to require Traffic Mitigation Measures.

The Property Owner agreed in PDD 1a to (1) initially provide (a) two-lane roadway to the Island (24' paved width); (b) two-lane bridge over the Kiawah Creek (26' roadway); (c) one of the two-lane roadways of the Kiawah Island Parkway (24' paved width); and (d) set aside right-of-way for expansion of those facilities to four lanes. By this Agreement, Property Owner has been relieved only of the obligation to provide an additional two lanes for the entire length of the Bridge and Parkway. In lieu thereof, Property Owner shall provide Traffic Mitigation Measures approved by the Town whenever a specified traffic volume is reached. A phased construction process whereby the Property Owner will plan and provide approved Traffic Mitigation Measures is described in paragraph (3)

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of this exhibit.

- (2) Traffic counts will be conducted by the Town on the Bridge and Parkway three (3) times per year in accordance with paragraph (3) of this exhibit. The traffic counts will be used to evaluate the existing traffic conditions during the summer peak and during time periods on each side of the peak season. The exact time and date of the traffic counts are to be determined by the Town, but they shall not coincide with high publicity special events. Each traffic count will be conducted for a two-week period.

If for any three consecutive days during these count periods traffic volume for any peak hour exceeds 70 percent of peak hour capacity (defined herein as "Near Capacity Traffic Volume") of any Link of the Bridge or Parkway, the Property Owner will submit for Town approval (which approval shall not be unreasonably withheld) a Traffic Mitigation Plan for each affected Link. Traffic Mitigation Plans will propose Traffic Mitigation Measures which shall reduce traffic volume below Near Capacity Traffic Volume or increase roadway capacity for each affected Link.

Upon Town approval of a Traffic Mitigation Plan, the Property Owner shall immediately begin construction of improvements and implement approved Traffic Mitigation Measures within six months. The Property Owner may submit Traffic Mitigation Plans and implement approved Traffic Mitigation Measures at any time prior to the above traffic conditions being reached.

Traffic Mitigation Measures include improvements and/or traffic management strategies to restore or maintain acceptable levels of service for a roadway Link or Links including, but not limited to: turn lane additions, acceleration/deceleration lanes, other road widening alternatives, vanpools, and alternatives to decrease traffic volume or increase roadway capacity.

For the purpose of determining when 70 percent of capacity is reached, peak hour capacity per lane shall be (a) 1,700 vehicles per hour (VPH) for the existing Bridge and (b) 1900 VPH for the existing Parkway. Near Capacity Traffic Volume shall be 1,190 VPH for the existing Bridge and 1,330 VPH for the existing Parkway, with both of these volumes measured under conditions of free traffic flow.

- (3) Traffic counts will be conducted annually during the first two weeks of June (June 1-14), the second and third week of July (July 8-22) and the last two weeks of August (August 17-31) at each of the intersections along the Parkway and peak hour travel time runs will be conducted from the Parkway's intersection with Bohicket to its intersection with Governor's Drive. The traffic counts and travel time runs will be used to evaluate Near Capacity Traffic Volume during the summer peak and during periods on each side of the peak season. The data will be used to calibrate the NETSIM traffic simulation model for the Town.

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The NETSIM model will be used to evaluate the impact of proposed development and mitigation measures on the capacity of the Parkway and Bridge between Bohicket Road and the Vanderhorst security gate. The NETSIM model network will be formed using data collected from an inventory of field observations, including: intersection spacing, intersection layout, peak hour turning movement counts, traffic counts and travel time studies throughout the Parkway and Bridge corridor. The network will be segmented into the following individual Links.

The NETSIM Simulation Model, developed and distributed by the Federal Highway Administration (FHWA), is the most recently developed simulation model available for the analysis of road network operations. The programs in the model allow the user to simulate not only the road network itself, but also the actual operating characteristics of individual vehicles such as vehicle acceleration, speed, length, etc. This allows the user to input the road width and traffic control at each intersection. The user can then take into account the differences between a traffic signal or a stop sign as well as the effects of specific signal phasing. The program also allows the user to identify for different types of vehicles (i.e., truck, bus, auto, etc.) the operating characteristics such as speed and acceleration and then determine whether vehicles in the simulation are free-flowing or queued. For the purposes of this Agreement, it allowed the user to analyze the effects of the signals along the Kiawah Island Parkway from Bohicket Road to Governor's Drive and the interaction between them.

Link #	Link Description	Near Capacity Traffic Volume (VPH)
Link 1	Kiawah Island parkway/Bohicket Road to the Bridge.	1,330
Link 2	Kiawah Island Parkway/Beachwalker Drive Intersection including the potential commercial concentration between the Bridge and the General Store.	1,330
Link 3	Kiawah Island Parkway/Kiawah Beach Drive intersection	1,330
Link 4	Kiawah Island Parkway/Surf Watch Drive/Sea Marsh Drive intersection	1,330
Link 5	Kiawah Island Parkway/Green Winged Teal Road intersection.	1,330
Link 6	Kiawah Island Parkway/Sea Forest Drive West intersection	1,330
Link 7	Kiawah Island Parkway/Sea Forest Drive East intersection.	1,330
Link 8	Kiawah Island Parkway/Sanctuary Beach Drive (Conference Center) intersection.	1,330
Link 9	Kiawah Island Parkway/Green Dolphin Way.	1,330
Link 10	Kiawah Island Parkway/Governor's Drive intersection	1,330
Link 11	Kiawah Island Parkway Bridge	1,190

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The above Links include specific intersections along the Parkway and allow the investigation of traffic flow characteristics for each localized area. Traffic flow interruptions for the security gates will be incorporated into the model, with regular model calibration to reflect actual traffic observations.

- (4) The Property Owner shall be liable for implementing the approved Traffic Mitigation Plan and Traffic Mitigation Measures to ensure that the traffic on all Links of the network does not exceed the Near Capacity Traffic Volume; provided, however, that the Property Owner may include in the Traffic Mitigation Plan and Measures an identification of the land uses generating the increased traffic demand. To the extent that the Traffic Mitigation Plan identifies increased traffic generation from land uses and development other than that of the Property Owner, the Town will make all reasonable efforts to seek the participation of such third parties in the Traffic Mitigation Plan and Measures.

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AN ORDINANCE
FOR THE TOWN OF KIAWAH ISLAND

ORDINANCE 2003-5

AN ORDINANCE TO IMPLEMENT NEW DOCK KEY LOCATION STANDARDS
FOR PROPERTIES NOT SUBJECT TO THE DEVELOPMENT AGREEMENT.

WHEREAS, the Town of Kiawah Island adopted Key Locations Ordinances 91-2 on February 28, 1991 and 92-1 on January 16, 1992, both regulating floating and fixed docks on Kiawah Island's waterways; and,

WHEREAS, the Town of Kiawah Island entered into a Development Agreement with Kiawah Resort Associates on September 26, 1994, and said Agreement incorporated Ordinance's 91-2 and 92-1 which address dock key locations; and,

WHEREAS, considerable development, including the construction of both floating and fixed docks Island-wide has taken place to date; and,

WHEREAS, most Key Locations have been utilized and some closed out by the developer; and,

WHEREAS, the Planning Commission has surveyed and inventoried all Key Locations, with and without docks installed as of December 31, 2002, updated dock standards and developed a new Key Locations map with detailed descriptive supporting tables; and

WHEREAS, the Planning Commission reviewed the updated Dock Key Locations map and proposed new standards with Town Council in a workshop meeting on February 4, 2003, and subsequently incorporated Council's comments; and

WHEREAS, the Planning Commission held a public hearing on May 5, 2003, taking note of and acting on public testimony in a workshop meeting on May 22, 2003; and

WHEREAS, the Town Council held a public hearing on August 12, 2003.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

Section 1. Purpose.

This Ordinance is adopted to implement new dock key location standards for properties not subject to the Development Agreement between the Town and Kiawah Resort Associates entered into on September 26, 1994. This ordinance is not intended to supersede the Development Agreement. It is acknowledged that the Development Agreement shall continue to control dock key locations and design criteria for properties subject to the Agreement until such time as it expires on January 1, 2008.

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Section 2. Ordinance.

By passage of this Ordinance, the Town of Kiawah Island adopts the following Dock Key Locations standards.

DOCK KEY LOCATIONS

I. PURPOSE AND INTENT

Kiawah Island is bordered by the Atlantic Ocean on the south, and the Kiawah and Stono Rivers on the north and east respectively. Creeks, streams and marsh are also an integral part of the Island's ecosystem.

Key Locations are specific shoreline and marsh sites where floating and fixed docks are permitted to be constructed. The purpose and intent of this Key Location zoning is to strictly control location and installation of all docks, floating and fixed, so as to prevent their uncontrolled proliferation along the Island's river and stream frontage.

II. DOCK LOCATIONS & DESIGN CRITERIA

Permitted dock locations and general design criteria are as follows:

1. The "Town of Kiawah Island Key Locations Map," dated April 1, 2003, shows all sites where authorized docks currently exist or may be permitted to exist in the future. The two tables "Town of Kiawah Island Key Locations Floating Docks" and "Town of Kiawah Island Key Locations Fixed Docks," both dated April 1, 2003, provide detailed information as to current and future docks. These are the Town's official zoning documents and are kept at the Town's municipal offices.

The maps and the tables show and detail the specific locations of installed docks on developed lots by identifying lot number and dock type. For property not yet platted, linear footage of shoreline is shown where construction of future docks may be authorized.

In addition to these official documents, the Town will catalog new docks as they are installed at undeveloped Key Locations. This information will be periodically incorporated into the official Key Locations map.

2. Two basic types of docks are authorized using alphanumeric coding. Authorized dock sites identified by letters (i.e. "A", "F", "AA", etc.) are pre-designated to be "Fixed Docks". These are generally intended for fishing and crabbing and have no movable parts to them. Authorized dock sites identified by numerals (i.e. "3", "12",

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“21”, etc.) are pre-designated to be “Floating Docks”. These normally have a separate floating pontoon or platform attached to them, which rises and falls with the tides. Floating Docks are suitable for mooring small watercraft.

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3. The “Town of Kiawah Island Key Locations Map” and the two Town of Kiawah Island Key Locations tables, used in conjunction with one another, describe the dock type and Lot numbers of authorized and in-place dock locations. True orientation of floats attached to Floating Docks is shown on the Map. Floats on both sides at the end of a single pier usually indicate a pier structure shared by two adjacent lots with separate floats provided for each lot owner.

Undeveloped shorelines authorized as future Key Location dock sites are shown by color-coding on the Maps to indicate dock type, with authorized shoreline given in linear feet in the Tables.

4. For undeveloped properties and subdivisions where platting is not complete, a developer may, with approval of the Planning Commission, trade-off linear footage of shoreline from one permitted location to another permitted location with no net gain in total authorized footage. Further, transfer of footage may not cause a Key Location to be lengthened by more than 50%. In a trade-off event, the developer “borrows” from one Key Location to supplement another Key Location that does not have sufficient linear footage to meet development requirements. Some “tradeoffs,” which have occurred in the past, resulted in the deletion of Key Locations once authorized in the original Key Location Ordinances, 91-2 and 92-1. These deletions are identified and described on both the Map and in the Tables.
5. It is the intent of this ordinance that construction of community docks, subdivision (neighborhood) docks, and joint use docks shared by adjacent lot owners be encouraged versus a single installation per lot. This approach serves to minimize the ultimate number of docks built and is more environmentally compatible.
6. The following criteria shall be applied in the design of any authorized dock structure:

- A. Overall dock length.

No dock shall be erected greater than 600 lineal feet in length.

- B. Float Design:

Floats attached to such docks shall be limited in size and configuration as the South Carolina Department of Health and Environmental Control’s office of Ocean and Coastal Resource Management (DHEC/OCRM) and the U. S. Corps of Engineers shall permit.

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C. Spacing between adjacent docks:

The minimum distance between adjacent docks shall be 150 feet. However, for adjacent Key Locations properties on river or stream bends, the waterside terminus of adjacent docks may be at a minimum distance of 75 feet.

D. Maximum extension of the dock structure into a river, stream, or channel:

The leading edge (edge nearest the river, stream or channel center) of a pier head and/or float structure shall not extend out into a river or stream more than one-quarter of the river or stream width measured at mean low water, or 50 feet, whichever is less. This projection is to be measured from water's edge at mean low water.

E. Minimum river or stream width.

No dock shall be erected, whether an authorized Key Location or not, if the stream or river on which it is to be erected is 25 linear foot or less in width measured from the marsh grass edge on one bank to marsh grass edge on the opposing bank directly across the waterway.

7. The following approvals shall be required before construction on any dock can proceed:

A. Town of Kiawah Island.

An initial written request to construct shall be submitted to the Town of Kiawah Island Planning Director prior to any other requests being made. The intent is to confirm to the lot owner whether, in fact, the proposed site is a Key Location before the lot owner spends time and money in developing drawings, etc. for a non-viable project.

B. Design approval by DHEC/OCRM and the Town of Kiawah Island.

The second step shall be for the applicant or his contractor to submit dock design to DHEC/OCRM using the appropriate forms and following accepted procedures. During this process, the Town of Kiawah Island will have an opportunity to review the design prior to DHEC/OCRM returning the approved or disapproved application to the applicant. No construction shall start until this approval is forthcoming.

TOWN OF KIAWAH ISLAND KEY LOCATIONS
FLOATING DOCKS

Key Location		Auth. Shoreline (Lin. Ft.)	Docks Authorized	
Designation ^(a)	Location		No.	Site ^(b) /Use
1	Beachwalker Park	100	TBD	Beachwalker Park
2	Inlet Cove		1	Inlet Cove Neighborhood Dock ^(c)
3	Kiawah River Cmns.	600	TBD	Kiawah Riv. Cmns.
4	Little Rabbit	400	TBD	Little Rabbit
5	Mingo Point	1,200	1	Mingo Point Commercial Dock ^(d) and Boat Launch
6	Old Dock Road		10	Lot #'s 489, 490, 491, 492, 493, 495, 496, 497, 498, & 499
7	The Settlement West	800	TBD	The Settlement West
8	Rhett's Bluff, North		24	Lot #'s 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51/52, and the Rhett's Bluff Park Community Dock ^(e) and Boat Launch
9	Capt. Maynard's, N.	280	1	Lot # 1
10	Capt. Maynard's, S.	930	1	Lot # 1
11	Rhett's Bluff, South		6	Lot #'s 7/8, 9/10, 11/12, 13/14, 15/16 & 17/18
12	Vanderhorst House	50	1	Tracts A & B
13	Terrapin Island		6	Lot #'s 7A/8B, 9/10, 11, 12, 13, & 14
14	Preserve, N.E. Tip	100	1	Lot # 85
15	Cormorant Island, N.		2	Lot #'s 23/24, & 25/26
16	Eagle Point, Central		5	Lot #'s 226/228, 230/232, 234/236, 238/240, and the Eagle Point Neighborhood Dock
17	Eagle Point, West		2	Lot #'s 222/224 and the Eagle Point Dock and Boat Launch
18	Salt Cedar Lane, East Tip		1	Lot # 62
19	Salt Cedar Lane, East		2	Lot #'s 60 & 61
20	Preserve, South		4	Lot #'s 42, 44/46, 48/50 and the Preserve Neighborhood Dock
21	Salt Cedar Lane, Cent.	500	2	Lot #'s 57 & 58

TOWN OF KIAWAH ISLAND KEY LOCATIONS
FLOATING DOCKS

Key Location		Auth. Shoreline (Lin. Ft.)	Docks Authorized	
Designation ^(a)	Location		No.	Site ^(b) /Use
22	Salt Cedar, West		2	Lot #'s 53/54 and the Salt Cedar Community Dock
24	Cougar Island, West	1,150	TBD	Cougar Island, West
25	Cormorant Island, S.		2	Lot #'s 28/29, & 30/31
26	Cougar Island, W. Tip	300	TBD	Cougar Island, W. Tip
27	Otter Island, East		1	Lot # 91
28	Summer Islands, East		4	Lot #'s 12/13, 14/15, 17, and the Summer Islands Neighborhood Dock
29	Summer Islands, West		4	Lot #'s 1/2, 3/4, 5/6, & 7
30	Otter Island, Savanna Point		3	Lot #'s 82, 83/84, & 85/86
31	Otter Island Rd., West		2	Lot #'s 70/71, & 72/73
32	Otter Island Rd., West Tip		2	Lot #'s 68 & 69
33	Ocean Course Drive	500	1	Lot # 65
34	Club Cottages		3	Lot #'s 6, 7, & 8
35	Cougar Island, E. Tip	1,100	TBD	Cougar Island, E. Tip

DELETED KEY LOCATIONS/DOCK SITES

Key Location/Site		
Designation ^(a)	Location	Original Authorized Shoreline (l.f.)
6 ^(f)	Old Dock Road - Lot #495	N.A.
23 ^(g)	Preserve, Southwest	700

- Notes:
- ^(a) Numerals indicate Floating Docks - Letters indicate Fixed Docks.
 - ^(b) "21/22" Typically indicates that two lots share a single dock
 - ^(c) Neighborhood Docks serve just the local area or regime.
 - ^(d) Commercial Dock is owned by Kiawah Island Golf Resort.
 - ^(e) Community Docks are KICA property and serve the entire island.
 - ^(f) Lot #'s 494 & 495, each with docks in place, combined into a single Lot #495. Once dock is authorized and the second dock is "grandfathered."
 - ^(g) 700 l.f. originally authorized for Key Location 23 transferred to Key Location 20.

TOWN OF KIAWAH ISLAND KEY LOCATIONS
FIXED DOCKS

Key Location		Auth. Shoreline (Lin. Ft.)	Docks Authorized	
Designation ^(a)	Location		No.	Site ^(b) /Use
A	Old Dock Rd./ Ruddy Turnstone		6	Lot #'s 500, 512, 513, 514, 515, & 517
B	The Settlement, East	1,050	TBD	The Settlement, East
C	Bass Pond, East		1	Bass Pond Community Dock ^(c)
D	Terrapin Island		1	Lot # 15
E	Blue Heron, North		1	Lot # 158
G	Eagle Point, East	1,100	TBD	Eagle Point, East
H	Falcon Point Rd., East		1	Lot # 67
J	Blue Heron, West		1	Blue Heron Community Dock
K	Cougar Island, West	250	TBD	Cougar Island, West
N	Ocean Course Drive		1	Lot # 64
O	Falcon Point, East		1	Falcon Point Neighborhood Dock ^(d)
R	Shell Crk. Lndg., East		1	Lot # 5
S	Shell Crk. Lndg., S.		2	Lot #'s 1/2 & 3/4
T	Club Cottages		3	Lot #'s 9, 10, and the Club Cottage Neighborhood Dock
U	Marsh Cottages		2	Lot #'s 25/26, and the Marsh Cottages Neighborhood Dock
V	Ocean Oaks		1	Ocean Oaks Neighborhood Dock
W	Ibis Pond		1	Ibis Pond Community Dock
X	Willet Pond		1	Willet Pond Community Dock
Y	Blue Heron, North	800	TBD	Blue Heron, North
Z	Osprey Entry		1	Canvasback Pond Community Dock
AA	Bass Pond, West	100	TBD	Bass Pond, West
BB	Egret Pond		1	Egret Pond Community Dock

DELETED KEY LOCATIONS/DOCK SITES

Key Location		Orig. Auth.
Designation ^(a)	Location	Shoreline ^(e) (l.f.)
F	Blue Heron Pond Rd.	600
I	Salt Cedar	100
L	Summer Islands, N.	300
M	Summer Islands, S.	300
P	Falcon Point, West	200
Q	Shell Crk. Lndg., N.	400

Notes:

^(a) Numerals indicate Floating Docks.

Letters indicate Fixed Docks.

^(b) "21/22" typically indicates that two lots share a single dock.

^(c) Community Docks are KICA property and serve the entire Island.

^(d) Neighborhood Docks serve just the local area or regime.

^(e) Shoreline footage no longer eligible for use or transfer.

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Section 3. Severability.

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such part had not been included.

If said Ordinance, or any provision thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

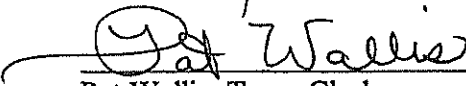
Section 4. Effective Date and Duration.

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 12th DAY OF August, 2003.



Mayor William G. Wert

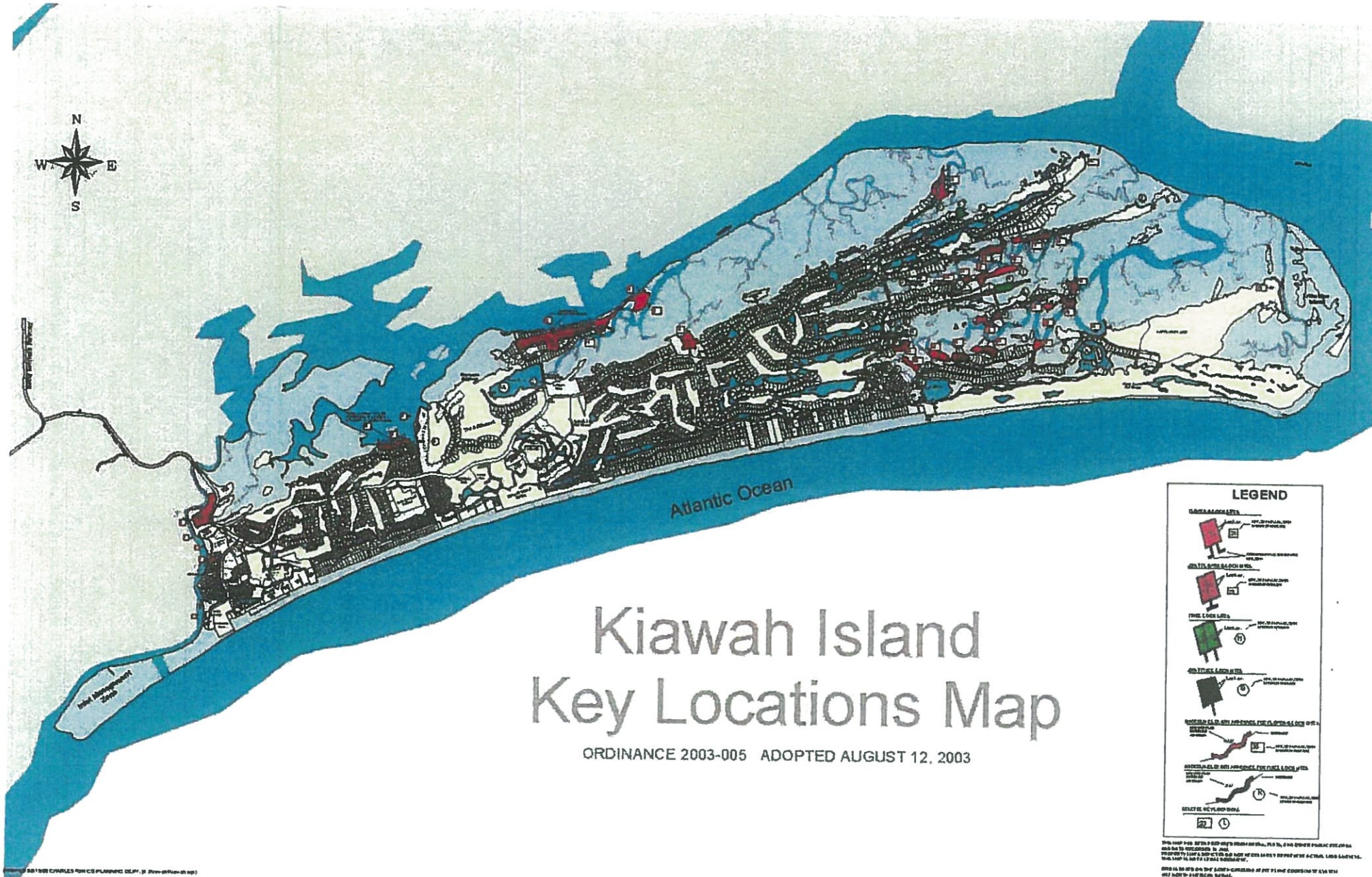


Pat Wallis, Town Clerk

First Reading: July 8, 2003

Second Reading: August 12, 2003

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Kiawah Island Key Locations Map

ORDINANCE 2003-005 ADOPTED AUGUST 12, 2003

LEGEND

- COASTAL ZONE**
 - Coastal Zone
 - Coastal Zone
- WATER RESOURCES ZONE**
 - Water Resources Zone
 - Water Resources Zone
- TRAIL ZONE**
 - Trail Zone
 - Trail Zone
- WATER RESOURCES ZONE**
 - Water Resources Zone
 - Water Resources Zone
- WATER RESOURCES ZONE**
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This map was prepared by the Kiawah Island Board of Trustees, 715 S. 4th Street, Charleston, SC 29401. It is not to be used for any other purpose without the express written consent of the Board of Trustees. The Board of Trustees is not responsible for any errors or omissions in this map. It is not to be used for any other purpose without the express written consent of the Board of Trustees.

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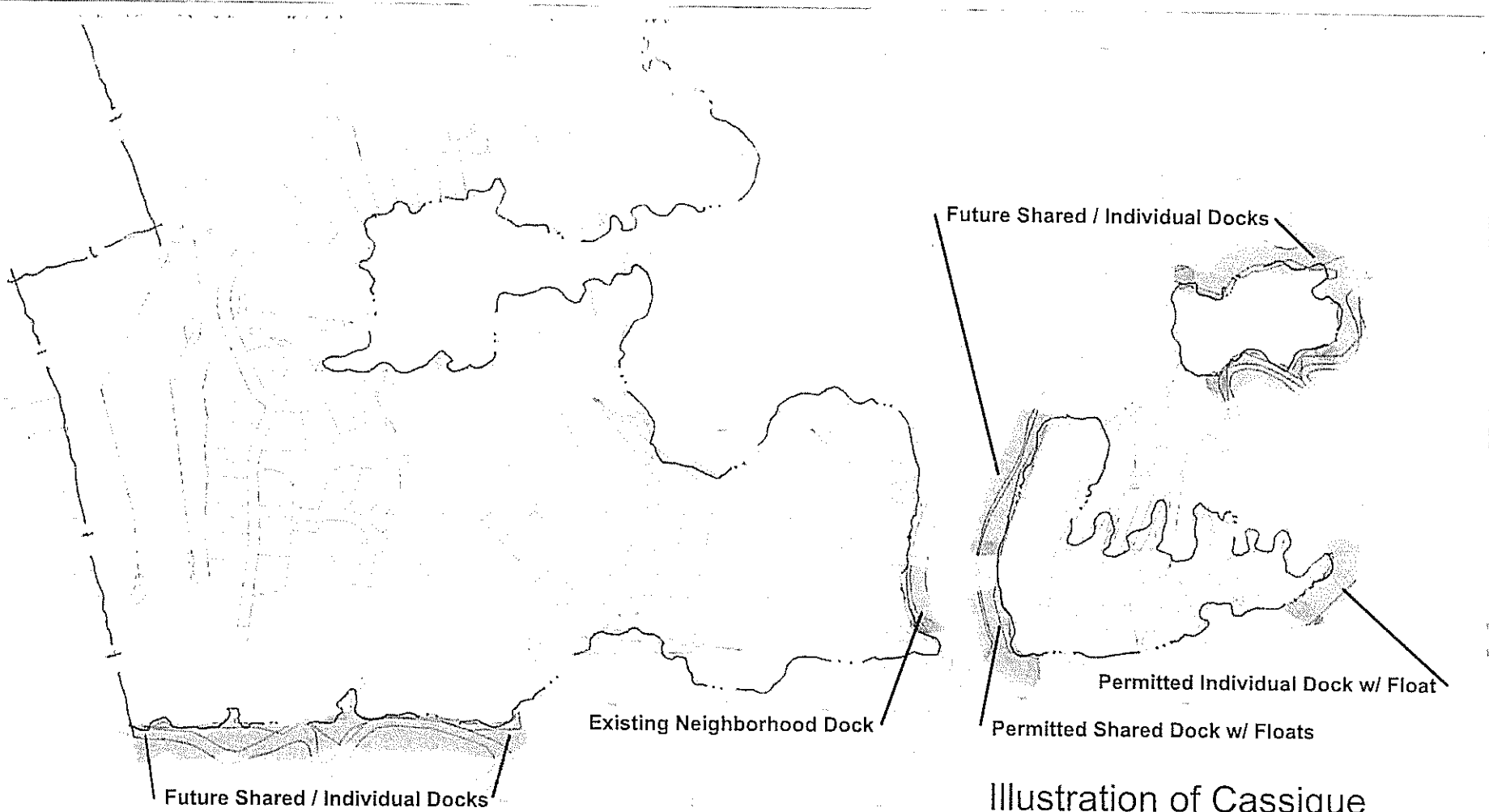


Illustration of Cassique
Dock Areas

Exhibit 10.3

10.03.2013

EXHIBIT 10.4

The following standards related to subdivision and roads that are currently provisions of Charleston County subdivision and road ordinances shall apply to the Real Property situated at Cassique and Freshfields. To the extent there is a conflict between the Town's ordinances and these standards, these standards shall control. All references to County or Charleston County in these standards shall be understood to refer to the Town. Other defined terms shall have the same meaning as in the current Zoning and Land Development Regulations ("ZLDR") of Charleston County.

§8.4.3 PLANNING DIRECTOR---- REVIEW AND REPORT

A. 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);

B. Major Subdivisions (Preliminary and Final) are reviewed by the Planning Director and approved when in compliance with requirements of this Chapter. Within the 30 calendar day review period the Planning Director has the option of forwarding the Major Preliminary Subdivision Plat application, along with his report and any recommendations, to the Planning Commission for its review and approval in order to determine whether or not the proposed Subdivision is in compliance with all of the requirements of this Chapter.

C. The Planning Director shall advise the Planning Commission at the regular scheduled Planning Commission meeting of all Preliminary Plats approved (for information purposes only).

§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 Town of Kiawah Island Comprehensive Plan.

§A.1.11 ROAD CLASSIFICATIONS**A. PRIVATE ROADS**

Any road dedicated to an individual or entity other than Town of Kiawah Island with an Ingress/Egress Easement (Maximum of 10 Lots) or a right-of-way dedicated to a Homeowners' Association. The easement holder retains ownership and maintenance responsibility for access and drainage.

ARTICLE A.2 PRIVATE ROAD STANDARDS

§A.2.1 GENERAL INFORMATION

A. INTRODUCTION

The private road standards provide the landowner/developer flexibility to determine the level of access and service provided to lots being created. The private road standards require the landowner/developer to be responsible for the extent and quality of property access and drainage. The landowner/developer is responsible for the establishment of standards for design, construction, and maintenance of the roadway and drainage systems and for items such as access for emergency service vehicles, school buses, mail couriers, and coordination of utilities. Note that public services are not guaranteed by Town of Kiawah Island. The private right-of-way shall be dedicated to a legally recognized or chartered entity. Private right-of-way shall not be dedicated to the public. Further, Town of Kiawah Island is neither obligated nor responsible for private right-of-way maintenance.

B. LANDOWNER/DEVELOPER RESPONSIBILITIES

The landowner/developer is responsible for determining the type of access to be provided for his subdivided property. The landowner/developer shall be responsible for oversight and coordination of design and construction and for obtaining required approvals or permits from the appropriate agencies.

The landowner/developer is responsible for informing prospective property owners, whether solicited or unsolicited, of all conditions and responsibilities, or lack thereof, that have been placed on the property.

If access or drainage connects with a Town of Kiawah Island right-of-way or easement, an encroachment permit shall be obtained prior to construction.

§A.2.2 INGRESS/EGRESS EASEMENT (Maximum of 10 Lots)

ADDITIONAL LANDOWNER/DEVELOPER RESPONSIBILITIES:

The landowner/developer shall determine the location of easement(s) and the type of access to be provided. The location of the easement(s) shall be clearly depicted and labeled on submitted plats or plans.

§A.2.3 PRIVATE RIGHT-OF-WAY DEDICATED TO A HOA WITH NO ROAD CONSTRUCTION REQUIRED (Maximum of 10 Lots)

ADDITIONAL LANDOWNER/DEVELOPER RESPONSIBILITIES:

The landowner/developer shall determine the location and size of proposed rights-of-way to be provided. All rights-of-way shall be clearly depicted on submitted plats or plans. The

landowner/developer is responsible for determining the construction suitability and the accessibility of the defined right-of-way.

§A.2.4 PRIVATE RIGHT-OF-WAY CONSTRUCTED AND DEDICATED TO A HOA
ADDITIONAL LANDOWNER/DEVELOPER RESPONSIBILITIES:

The landowner/developer shall determine the location and size of rights-of-way to be provided and the standards for the design and construction of the roadway and drainage systems. The landowner/developer shall secure the necessary licensed, professional personnel to prepare designs, obtain required approvals and permits, and oversee construction.

§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 Town of Kiawah Island 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.

ARTICLE 8.14 FINANCIAL GUARANTEES (SURETY)

§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

Town attorney approval of the guarantee to determine that the interests of Town of Kiawah Island 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 Town of Kiawah Island, or a public water system approved and accepted by another public entity). Town of Kiawah Island 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, Town of Kiawah Island will assess the individual applicant the cost of the improvements over and above the surety amount.

END

Exhibit 13.1: Table of Permitted Uses

10.16.2013

Purpose and Intent:

Principal uses and Accessory uses are the uses permitted in each Zoning District. These are shown in Table 3A, "Authorized Uses in Zoning Districts." The intent is to allow and regulate uses which are deemed compatible with the purpose of that district, with or without conditions; or to restrict uses. This exhibit is not intended to affect the continued use of land for previously approved purposes. Nothing in the following matrix of permitted uses shall supersede other requirements of the Development Agreement.

Use regulations are "Conditions of Use." These conditions are requirements, which must be met to comply with the Zoning Ordinance.

The three classifications of use are "Permitted", "Conditional", and "Special Exception" as defined below:

1. Permitted Use.

Permitted use is the Principal Use or Accessory Use allowed in a Zoning District. It is a use of right. By way of example, single family detached dwelling units are permitted in all residential zoning districts, R-1, R-2, and R-3. However, multi-family residential units are only permitted in the R-2 and R-3 Zoning Districts.

2. Conditional Use.

Conditional uses are uses that are permitted within a Zoning District only when the identified conditions for that particular use have been met and the zoning permit application approved by the Planning Director. Conditions for each use are specified starting on page 11 of Exhibit 13.1.

3. Special Exception.

Special Exceptions may only be granted by the Board of Zoning Appeals. These are uses which are generally compatible with the permitted land uses in a Zoning District, but which require specific review of the location of the site and the design, configuration and operation of the proposed use, as well as the possibility of imposition of conditions in order to ensure the compatibility of the use at a particular location within the Zoning District. Section 12A-507 provides a complete description and requirements for "Special Exceptions."

Where no classification of use is shown (a blank cell), that use is prohibited in the zoning district.

Table 3A. Authorized Uses in Zoning Districts
P = Permitted Use C= Conditional Use S = Special Exception

USE CATEGORY	PRINCIPAL USES	ZONING DISTRICTS										Conditional Use Reference	
		R-1	R-2	R-3	C	U	PR	FV PD		CSQ PD			
RESIDENTIAL ¹⁾													
	Single-Family Detached	P	P	P	P						P	P	
	Single-Family Attached, also known as Townhouses or Rowhouses		P	P	P						P		
	Duplex		P	P	P						P		
	Multi-Family, including Townhouses or Flats			P	P	P					P		
	Apartments			P	P	P					P		
	Membership lodgings ²⁾	P	P	P	P						P	P	
	Dwelling Groups	P	P	P	P						P		
	Senior Housing, including Independent Living, Assisted Living and Nursing Home Care										P		
CIVIC / INSTITUTIONAL													
COURTS AND PUBLIC SAFETY													
	Court of Law												
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection, or Police Protection				P	P					P		
EDUCATIONAL SERVICES													
	Day Care				P						P		
	Pre-school or Educational Nursery				C						P		1
	Personal Improvement Education, including Golf or Fine Arts Schools				P						P		
HEALTH CARE SERVICES													
	Physicians' and Dentists' Offices and Dental Services				P						P		
	Medical Clinics-Outpatient Services										P		
	Health Care Laboratories, including Medical Diagnostics or Dental Laboratories										P		
MUSEUMS, HISTORICAL SITES AND SIMILAR INSTITUTIONS													
	Historical Sites	C	C	C	P			P	P		C		2
	Libraries or Archives				P						P		
	Museums or Art Galleries				P						P		
	Nature Exhibitions							P	P				
	Botanical Gardens or Arboretums				P			P	P				
POSTAL SERVICE													
	Postal Service, United States				P						P		
RECREATION AND ENTERTAINMENT													
	Community Recreation, including Sports Activities, Playgrounds and Athletic Areas, or Swimming Areas (beaches and pools)	P	P	P	P			P	P		P		
	Golf Courses or Country Clubs	P	P	P	P			P	P		P		
	Parks	P	P	P	P			P	P		P		
	Motion Picture and Live Theaters										P		
	Recreation or Vacation Camps				P			P	P				
	Recreational Equipment Storage				P	P		P	P				
	Public and Sports Assembly				P			P	P				

USE CATEGORY	PRINCIPAL USES	ZONING DISTRICTS										Conditional Use Reference
		R-1	R-2	R-3	C	U	PR	FV PD		CSQ PD		
RELIGIOUS, CIVIC, PROFESSIONAL AND SIMILAR ORGANIZATIONS												
	Business and Professional Organizations				P			P				
	Private Clubs ³⁾	2)	3)	3)	P			P		P		
	Church, Synagogue, Temple or Religious Assembly				P			P				
UTILITIES AND WASTE-RELATED USES												
	Utility Service, Major											
	Electric Substation				P	P		P				
	Electrical or Telephone Switching Facilities				P	P		P				
	Electricity or Water Maintenance Facilities					P						
	Sewage Pumping Control Stations	P	P	P	P	P	C	P		P		
	Sewage Sludge Drying Beds					P						
	Water Pressure Control Stations	P	P	P	P	P	C	P		P		
	Water or Sewage Treatment Facilities/Purification ⁴⁾					P						
	Water Storage Tanks ⁵⁾					P						
	Water Mains					P		P				
	Utility Service, Minor											
	Electric or Gas Power Distribution	P	P	P	P	P	C	P		P		
	Sewage Collection Service Lines	P	P	P	P	P	C	P		P		
	Water Service Lines					P		P				
COMMERCIAL ACCOMMODATIONS												
	Hotels or Inns							P				
FINANCIAL SERVICES												
	Banks				P			P				
	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers				P			P				
ANIMAL SERVICES												
	Kennel							P				
	Pet Store or Grooming							P				
	Small Animal Boarding (enclosed building)							P				
	Veterinary Services							P				
FOOD AND BEVERAGE SERVICES												
	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bars or Lounges				P			P				
	Catering Services				P	P		P				
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants, or accessory uses to a Golf Course, Club House, or Recreational Area (without alcoholic beverages)				P	P	S	P		P		
	Restaurant, General, including Cafeterias, Diners, Delicatessens, Full-Service Restaurants, or accessory uses to a Golf Course, Club House, or Recreational Area (with alcoholic beverages)				P		C, S	P		P		

USE CATEGORY	PRINCIPAL USES	ZONING DISTRICTS										Conditional Use Reference
		R-1	R-2	R-3	C	U	PR	FV PD		CSQ PD		
INFORMATION INDUSTRIES												
	Advertising Services (not including advertising signs)											
	News Syndicate Services											
	Radio and Television Broadcasting Studios (only)				C	P		P				3
	Data Processing Services											
OFFICES												
	Real Estate Sales and Services ⁶⁾				P			P				
	Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Secretarial Services or Travel Arrangement or Ticketing Services				P			P				
	Government Offices				P			P				
	Legal and other Professional Services, including Accounting, Tax Preparation, Architectural, or Engineering				P	P		P				
	Residential, Commercial Construction Offices (No Material Storage)							P				
OTHER NONRESIDENTIAL DEVELOPMENT												
	Communications Towers	S	S	S	S	P		S		S		4
	Convention Center or Visitors Bureaus				P			P				
REPAIR AND MAINTENANCE SERVICES												
	Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops				P			P				
	Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes (enclosed area only)				P			P				
RETAIL SALES												
	Non-store Retailers											
	Direct Selling Establishments											
	Electronic Shopping or Mail-Order Houses											
	Building Materials or Garden Equipment and Supplies Retailers				P			P				
	Hardware Stores				P			P				
	Home Improvement Centers				P			P				
	Garden Supplies Centers or Nursery and Greenhouse Retail Centers				P			P				
	Paint, Varnish, Glass, or Wallpaper Stores				P			P				
	Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops				P			P				
	Liquor, Beer, or Wine Sales				P			P				
	Retail Sales or Services, General				P			P				
	Antique Stores				P			P				
	Department Store or Limited Price Variety Stores				P			P				
	Art, Hobby, Musical Instrument, Toy, or Related Products Stores				P			P				
	Sporting Goods or Bicycle retail and rental				P			P				
	Book, Stationary, Newspaper, or Magazine retail				P			P				
	Cameras or Photographic Supplies Stores				P			P				

USE CATEGORY	PRINCIPAL USES	ZONING DISTRICTS										Conditional Use Reference
		R-1	R-2	R-3	C	U	PR	FV PD		CSQ PD		
RETAIL SALES												
	Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Stores, Florists				P			P				
	Convenience Stores (less than 5000 sq. ft. gross floor area per establishment)				P			P				
	Drug Stores or Pharmacies (less than 5000 sq. ft. gross floor area per establishment)				P			P				
	Electronics, Appliance, Electrical Supplies, or Related Products Stores				P			P				
	Furniture, Cabinet, Home Furnishings, or Related Products Stores				P			P				
	Gifts, Novelties and Souvenir Stores				P			P				
	Optical Goods				P			P				
	Vehicle Sales (new or used) - Limited to All-electric, Street-Worthy Vehicles including Neighborhood Electric, and Low/Mid/Full Speed Electric Vehicles							P				
	Private Postal or Mailing Services				P	P		P				
	Tobacconists				P			P				
	Service Stations, Gasoline (with or without convenience stores)				P	P		P				
	Consumer Goods Rental Services							P				
	Vehicle Rental or Leasing							P				
	Dry Cleaning or Laundry Pick-up Service Stations							P				
RETAIL OR PERSONAL SERVICES												
	Consumer Convenience Services							P				
	Locksmiths				P			P				
	Tailors or Seamstresses				P			P				
	Hair, Nail, or Skin Care Services, including Barber Shops or Beauty Salons				P			P				
	Personal Improvement Services, including Health or Physical Fitness Studios, Reducing Studios, and Spas				P			P				
	Photographic Services, including one-hour photo finishing				P			P				
	Other Services											
	Building/Dwelling Services				P	P		P				
	Non-Retail Laundry, Dry cleaning, Linen Supply							P				
	Non-Retail Food Preparation, Processing, Storage							P				
CONSTRUCTION SERVICES												
	Construction Services							P	P			
WAREHOUSE AND STORAGE FACILITIES												
	Warehouse and Storage Facilities							P				
VEHICLE STORAGE												
	Vehicle Storage, including boat or RV Storage							P	P			
	Parking (associated with principal use)	P	P	P	P	P	P	P				
RECYCLING SERVICES												
	Recycling Collection, Drop-Off							P	P			
TRANSPORTATION												
	Taxi Stands or Limousine Service				P			P				
	Bus Passenger Stands				P	P		P				
	Helipad							P	P			

Notations for Exhibit 13.1: Table of Permitted Uses

- 1) Residential uses may be permitted on a commercial tract as part of a mixed use development specifically approved by the Town, as provided in ¶ 13.B.5.
- 2) Membership lodgings permitted on Parcels 12A, 12B, 13, 16, 22, 23, 41, 43 and 60.
- 3) Private Clubs permitted on parcels 12A, 12B, 13, 16, 41, 43 and 60.
- 4) Water treatment facilities/purification permitted on parcels 15 and 16.
- 5) Above ground water storage tanks permitted only on parcels 15, 30 and 43.
- 6) Model home real estate sales shall be considered a temporary use with a duration not to exceed 18 months from date of occupancy in R-1, R-2 and R-3 districts.

CONDITIONS OF USE

1. Educational Services.

- A. Educational Services are those services offered for the exclusive use of residents, on island employees and guests of Kiawah for instruction and care of their dependent children. The following conditions must be met for an Educational Services Use:
- (1) Proof of application for the facilities license from the South Carolina Department of Social Services where appropriate;
 - (2) Outdoor play is only allowed between the hours of 8 a.m. and 6 p.m; (3) Play areas within 50 feet of a residential Zoning District shall be buffered pursuant to Section 12A-402;
 - (4) Off street parking requirements contained within this Ordinance are met and are buffered in accordance with Section 12A-405;
 - (5) Site plans for ingress/egress, loading/unloading and the location of the parking areas are approved by the Planning Director; and
 - (6) Proposed outdoor lighting of the facility does not negatively impact neighboring properties or the beachfront.

2. Museums, Historical Sites and Similar Institutions.

- A. Historical Sites within residential areas shall be restricted to the hours between 7 a.m. and 8 p.m.
- B. Historical Sites, libraries, archives, museums, and/or art galleries shall be completely housed within the principal use.
- C. Nature Exhibitions.
- (1) 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.
 - (2) Accessory uses are limited to the retail sale of gifts, novelties, souvenirs, and food services. Accessory structures so used shall not exceed 10 percent in size of the principal structures when the nature exhibit is housed, or 1200 square feet for each acre when the nature exhibit is not enclosed.

- (3) Parking requirements for each accessory use, in addition to the parking requirements for the principal use, shall comply with the parking requirements in Exhibit 13.4.
- (4) Signs advertising accessory uses shall be located on the premises and not visible from a public road.

D. Botanical Gardens and/or arboretums shall be housed completely on the grounds of the principal use.

3. Information Industries.

A. Advertising Services.

- (1) All advertising associated with this use shall be contained within the structure and not visible, except for any permitted sign, on the exterior of the structure.

B. Radio and Television Broadcasting Studios.

- (1) All radio or television broadcast studios shall be located within a structure. No mobile radio or television broadcast stations are permitted as a permanent use. Temporary use permits may be granted if applicant complies with temporary use permit requirements.

4. Other Non-Residential Development.

Communications Towers.

(1) 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.

(2) Stealth Exemption.

If the proposed tower utilizes an appropriate alternative design (as determined by the Zoning Administrator) which allows it to better blend with the surrounding environment or if the communications equipment will be placed on a tall structure housing another use without adding to its height, the proposed tower or tall structure need only meet standard zoning setback, buffer, and landscaping requirements. Setback requirements from residential structures as detailed in Section 12A-302 (13)(A)(3)(b) of the Zoning Permit Submittal Requirements subsection shall not apply.

(3) Zoning Permit Submittal Requirements.

Applications for Zoning Permits for Communications Towers shall complete the Site Plan Review process as provided in Section 12A-508. The applicant is required to attend a pre-application meeting and the application must contain the following items:

(a) Site Plan.

- (i) The site plan must be drawn to an 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.
 - (ii) 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 and across view corridors. 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-foot buffer around the fenced area.
 - (iii) The height and typical design of the tower, elevation, materials and color sample.
- (b) The tower must be located no closer to a residential structure than a distance equal to one and a half (1.5) feet for each foot in height of the proposed tower plus fifty (50) feet as measured from the center of the proposed tower. At a minimum, there must be a one hundred-fifty (150) foot distance between the proposed tower and a residential structure.
- (c) A six (6) foot non-climbable fence must be placed around the tower (except for those designed in a manner compatible with Section 12A-302(13)(A)(2), Stealth Exemption) and any associated building. Guy wires may be fenced separately.
- (d) 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).

- (e) 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 tall structures are not available 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 make every effort to build the proposed tower in such a manner as may allow other telecommunication users to co-locate.
- (f) Proposed towers may not be located within one thousand (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 encouraged.
- (g) 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.
- (h) The proposed tower must not include signs of any nature on any portion of the tower. This requirement does not apply if the communications equipment is placed in a manner complying with Section 12A-302(13)(A)(2), Stealth Exemption.
- (i) A copy of the tower's search ring.
- (j) 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.
- (k) Any other information as requested by staff to allow adequate review of approval criteria, including a line of sight analysis showing potential visual and aesthetic impacts. For instance, the staff may request photographs with the tower superimposed to assess visual impact. Additionally, the FAA study number for the proposed tower may be required.

- (4) In granting a Zoning Permit for a communications tower, the Planning Director shall find the following:
 - (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, or roads which have been officially designated as scenic roads.
 - (b) If a completely new tower is necessary, written proof of the applicant's 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) Provide documentation that a 25-foot buffer outside the perimeter of the tower base fenced areas exists or will be installed. The landscape plan or existing vegetation shall provide an opaque screen from public rights-of-way and adjacent property owners.
 - (e) In instances in which a proposed communications tower is viewed by the Planning Director as having a substantially negative impact on a surrounding area or adjoining property, the Planning Director shall have the discretion to deny a Zoning Permit for the communications tower. This denial must be made in writing with reasons specifically stated to the applicant. Appeals may be filed with the Board of Zoning Appeals in accordance with the procedures of this Ordinance.

- (5) Third Party Evaluations.
 - (a) The Town may hire any consultant and/or expert necessary to assist the Town in reviewing and evaluating the application, including the construction and modification of the site, once permitted, and any requests for recertification.
 - (b) An applicant shall deposit with the Town funds sufficient to reimburse the Town for all reasonable costs of the consultant and expert evaluation and consultation to the Town in connection with the review of any application including the construction and modification of the site, once permitted. The initial deposit shall be \$8,500.00. The placement of the \$8,500.00 with the Town shall precede the pre-application meeting. The Town will maintain a separate escrow account for all such funds. The Town's consultants/experts shall invoice the Town for its services in reviewing the application, including

the construction and modification of the site, once permitted. If at any time during the process this escrow account has a balance less than \$2,500.00, the applicant shall immediately, upon notification by the Town, replenish said escrow account so that it has a balance of at least \$5,000.00. Such additional escrow funds shall be deposited with the Town before any further action or consideration is taken on the application. In the event that the amount held in escrow by the Town 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.

- (c) The total amount of the funds needed as set forth in subsection (b) 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.

(6) 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 Town 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.

Exhibit 13.2: Parcel-Specific Development Standards
11/4/2013

Parcel #	Parcel Description	Use Type (1)	Approx. Acres(2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Maximum New Units (6)	Maximum F.A.R. W/Transfer (7)	Maximum Height Stories/Feet (8)	Parcel Open Space (9)
2	Mingo North	R-2, C	8.27	3	12	0	12	0.20	2.5/35	30
3	Mingo South	R-2, C	4.40	3	13	0	13	0.20	2.5/35	30
4	Little Rabbit	R-2, C	4.50	4	18	0	18	0.25	2.5/35	30
5	Rabbit North	R-2, C	6.20	3	19	0	19	0.20	2.5/35	30
6	Kiawah River Commons	R-2, C	9.16*	6	55	0	55	0.25	4/50	30
7	Sales Center	C	2.37	-	-	-	-	0.25	4/50	30
8	Parkway Gate	C	1.20	-	-	-	-	0.25	2.5/35	30
9	Beachwalker Office Park	R-2, C	1.75	6	10	0	10	0.25	2.5/35	30
10	Marsh Point Residual	R-2, C	0.66	6	4	0	4	0.20	2.5/35	30
11	Beachwalker Lagoon	R-3, C	5.94	10	60	0	60	0.25	4/50	30
12A	Beachwalker Park	R-3, C (15)	8.70	12	104	0	104	0.20	4/65 (10)	40
12B	Captain Sam's	R-1 (15) (16)	155.34 (20)	2.5	50	0	50	-	2.5/40	40
13	Beachwalker Ocean	R-3, C (15)	19.50	12	234	0	234	0.20	4/65 (10)	30
15	Utility Tracts	U	34.36	-	-	-	-	0.25	2.5/35	30
16	Settlement (27)	R-2, C (14) (15)/PR	289.60	3	869	121	80	-	4/50	40
18	Captain Mavnavards	R-1	11.38	1.5	17	6	11	-	2.5	40
21	East Beach Lagoon	R-3	3.00	8	24	24	0	-	4/50	40
22	East Beach Interior (19)	R-2 (15)	33.22	6	199	23	176	-	4/50	40
23	Governor's Marsh	R-2 (15)	12.73	6	76	16	60	-	2.5/40	40
25	Vanderhorst Mansion	R-1	18.34	1.5	28	1	27	-	(11)	50
30	Preserve	R-1	278.30	2	557	163	0	-	2.5/40	50
31	Eagle Point	R-1	18.32	1.5	27	-	0	-	2.5/40	50
32	Eagle Point	R-1	14.96	1.5	22	-	0	-	2.5/40	50
34	Summer Islands	R-1	30.96	1	31	-	0	-	2.5/40	50
37	Club Cottage Lane	R-2 (15)	8.20	4	33	11	0	-	2.5/40	50
41	Osprey Beach 2	R-1, C (15)	21.73	2	43	21	2	(12)	2.5/45	40
42	Offter Island	R-1	109.10	1	109	100	0	-	2.5/40 (21)	50
43	Ocean Park	R-2 (17) (15)	240.42	1.5	360	11	349	-	2.5/40 (21)	50
44	Bear Island	R-2 (17)	149.05	(13)	2	0	0	-	2.5/40	50
50	Freshfields Village PD	FVPD	57.06	(25)	200	0	200	(26)	3.0/55	30
60	Cassique (27)	R-2 / PD / PR	343.45	4	275	98	177	-	2.5/40	30
70	Tract III-A (Freshfields Utility Tract)	U	4.28	-	-	-	-	0.25	2.5/35	30

* Parcel 6 Kiawah River Commons: The approximate area has been corrected from an error in the 2005 DA to 9.16 acres. This does not have an impact on the maximum allowable vested unit count limit.

Notes Governing Exhibit 13.2: Parcel Specific Development Standards

- 1 Parcel with more than one use designation may be appropriate for either type of land use indicated in the above table. All uses shall comply with the appropriate standards for the use type as defined in this agreement. Development consisting of more than one use shall be subject to approval of the Town in accordance with ¶ 13.B.5. Mixed Use Development.
- 2 Acreage figures are approximate and may vary somewhat over time.
- 3 Gross Density equals the number of potential Dwelling Units (existing and future) divided by the gross residential acreage of the parcel above mean high water, excluding Fresh Water and Salt Water Wetlands. Gross Density limits are not intended to discourage or limit the development of higher density types or clusters or residences within a parcel; provided, however, that maximum density limits are used to establish an absolute cap on the total number of Dwelling Units on a parcel. The above maximum Densities can not be obtained for every parcel, as each parcel is platted or sold, the Property Owner shall clearly establish the maximum number of Dwelling Units which may be permitted on a parcel. In no instance shall the maximum number of Vested Units on Kiawah Island established after October 12, 2005 exceed 1,184. In the event that density is limited by physical constraints, a bridge permit or other regulatory constraint beyond the Town's jurisdiction, said limits are not intended to be superseded by this agreement.
- 4 The total number of single family Lots and non-single family Dwelling units permitted in the parcel at maximum permitted densities.
- 5 The number of single family Lots with preliminary plat approval and the number non-single family dwelling units approved by the Town as of July 23, 2005.
- 6 The maximum number of Vested Units which may be approved on any one parcel, subject to the limit of 1,184 total Vested Units on Kiawah Island established after October 12, 2005. The total for this column is 1,264 units excluding Freshfields Village PD and Cassique. Where existing units are indicated in the previous column, resubdivision may be required prior to establishing any Vested Units.
- 7 Maximum floor area ratio (FAR) equals the building floor area divided by the non-residential or mixed use acreage above mean high water, excluding Fresh Water and Salt Water Wetlands. This column shows the maximum floor area ratio which may be Developed on an individual parcel. In no event shall the total amount of non-residential development, exceed 219,000 square feet for the Real Property.
- 8 No development shall exceed the maximum number of stories or the maximum height in feet listed in this column, subject to the bulk limitations described in ¶ 13.B.1.(e), provided however, that by reason of floodplain regulations, and the need for innovative design for view-shed and hurricane safety purposes, the height limit on single family residences is forty (40) feet from Ground Floor Level. A maximum height of 45 feet from Ground Floor level is permitted on Parcels 12A, 13, 41, 42 and 43 for single family. Listed height in feet applies to non-single family development.
- 9 Parcel open space as described in ¶ 13.B.4. of this Agreement, is the minimum percentage requirement of Pervious Coverage for a Parcel.
- 10 Height allowance of 65 feet from Ground Floor level is to allow for alternative forms and configurations of massing to minimize the impact of 4 habitable floors. This would include but not be limited to increased roof pitches, dormers, and innovation in overall massing.
- 11 No structure on this Parcel shall be higher than the upper eave height of the Vanderhorst Mansion.
- 12 Non-residential uses shall be limited to the Beach Club and associated uses, including dining, kitchen/food preparation areas, public lobby, meeting rooms, lounge, club administrative/operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sunntries and other uses normally associated with beach club operations and or restaurant/snack bar facilities. Total building floor area for non-residential habitable structures on this Parcel not to exceed 25,000 square feet.
- 13 See ¶ 16(d), *infra*.
- 14 Non-residential uses shall be limited to golf country club uses including golf pro shop, tennis pro shop, locker rooms, restrooms, dining, kitchen/food preparation, public/lobby area, meeting rooms, lounge, swimming pool, tennis courts, golf course, practice range, maintenance facilities, club administrative/operations offices, service and mechanical areas, maintenance and other uses normally associated with golf country club operations. Total building floor area for non-residential habitable structures on this parcel shall not exceed 40,000 square feet for club operations and 15,000 square feet for golf course/grounds maintenance.
- 15 Currently there are three (3) Membership Lodge structures used by guests of Property Owner and/or Kiawah Island Club, Inc. and located on Parcel 37. The Property owner agrees on behalf of Kiawah Island Club, Inc. that the Club will not lease more than 20 Membership Lodge structures on Kiawah Island, and 20 Membership Lodge structures on Cassique, including those currently existing at any one time, and further agrees that these structures will be limited to Parcels 12A, 12B, 13, 16, 22, 23, 41, 43 and 60.
- 16 Development subject to provisions of ¶ 16(f).
- 17 Dwelling unit types limited to single family detached units, including patio homes and zero Lot line developments.
- 18 Intentionally omitted.
- 19 Access to East Beach Interior is limited to Green Dolphin Way and Turtle Point Lane. Existing tunnel connection between Parcels 16 and 22 to remain.
- 20 No greater than 20 acres of land may be Developed for residential use plus land for infrastructure (roads, utilities, trails, paths, community recreation, etc.)
- 21 Maximum building height for parcels 42 (Otter Island lots 1-41) and 43 (Cougar Island) shall be increased to 45' for lots on the water side of the road and are oriented to the ocean or Penny Creek, as determined by ARE.
- 25 Maximum density of parcel 50 is 200 dwelling units overall.
- 26 Maximum non-residential is 480,000 square feet of retail sales, services and offices, as indicated in Exhibit 13.1: Table of Permitted Uses, and in addition no greater than 100 hotel rooms.
- 27 Residential development shall be permitted in the PR use type of Parcels 16 and 60 provided the total area used for residential purposes does not exceed 10 acres in each parcel. The intent is to provide the Property Owner the flexibility to integrate permitted residential within the grounds of the golf courses. The maximum of 10 acres in The Settlement and 10 acres in Cassique golf courses may be in whole or in parts, whichever provides for the balance of golf play and allowable residential uses.

**Exhibit 13.3: Table of General Lot Standards
11.15.2013**

R-1 Residential ¹⁾

Single Family Detached Dwellings

Density: 3.0 D.U./Acre

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback ^{3) 4)}			Height ⁵⁾	
		Width ²⁾	Depth	Front	Side	Rear	Floors	Feet
8,000-11,999	40	60	100	25	10	25	2.5	40
12,000 +	33	75	100	25	20	25	2.5	40

R-2 Residential ¹⁾

Attached and Detached Dwellings (no greater than 6 D.U./Building)

Density: 6.0 D.U./Acre and 4.0 D.U./Acre ⁷⁾

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback ^{3) 4)}			Height ⁵⁾	
		Width ²⁾	Depth	Front	Side ⁸⁾	Rear ⁹⁾	Floors	Feet ¹⁰⁾
6,000-7,999	50	55	85	20	7/5	20/15	2.5	40/35
8,000-11,999	40	60	100	25	10/5	25/15	2.5	40/35
12,000 +	33	75	100	25	20/5	25/15	2.5	40/35

R-3 Residential ¹⁾

Attached and Detached Dwellings (no greater than 7 D.U./Building)

Density: 12.0 D.U./Acre

Lot Size ⁶⁾ (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback ^{3) 4)}			Height ⁵⁾	
		Width ²⁾	Depth	Front	Side	Rear	Floors	Feet
2,000-3,999	60	20	65	10	3	10	2.5	40
4,000-5,999	50	30	75	15	7	15	2.5	40
6,000-7,999	50	55	85	20	7	20	2.5	40
8,000-11,999	40	60	100	25	10	25	2.5	40
12,000 +	33	75	100	25	20	25	2.5	40

CSQ-PD ¹⁾

Single Family Detached Dwellings

Density: 4.0 D.U./Acre ¹¹⁾

Lot Size ⁶⁾ (sq. ft.)	Maximum % Coverage ¹³⁾	Lot Dimensions		Setback ^{3) 4)}			Height ⁵⁾	
		Width ²⁾	Depth	Front ¹²⁾	Side ¹⁴⁾	Rear	Floors	Feet
6,000-7,999	60	60	85	10/5	5/0	10	2.5	35
8,000-11,999	50	60	100	10/5	5/0	10	2.5	35
12,000 +	40	75	100	25	5/0	25	2.5	35

C Commercial (Kiawah Island)

All Uses as Permitted in Exhibit 13.1

F.A.R.: 0.20-0.25 ⁷⁾

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback			Height	
		Width	Depth	Front	Side	Rear	Floors	Feet
20,000	70	150	120	25	20	25	2.5	35

Notations:

- 7) F.A.R. Standards on individual Parcels as indicated in Exhibit 13.2.

C Commercial (Freshfields Village PD)

All Uses as Permitted in Exhibit 13.1

Lot Size (sq. ft.)	Maximum % Building Coverage	Lot Dimensions		Setback			Height	
		Width	Depth	Front	Side	Rear	Floors	Feet
4,000	40	50	-	0	0	0	3.0	55

Notations:

- 1) For residential districts R-1, R-2, R-3 and CSQ-PD only (not including C-Commercial), the ARB shall prescribe and determine Lot area, Lot width, Lot depth, Lot coverage, setback and yard requirements, and may adjust the criteria set forth in the Table of General Lot Standards attached as Exhibit 13.3 provided the ARB determines that exceptional circumstances exist with respect to a particular Lot based on unusual configuration, topographic conditions or unique tree cover, or other material considerations. The ARB approved deviation from a particular standard on Exhibit 13.3 shall not:
 - A. Exceed 20% of the standards for lot dimensions and setbacks.
 - B. Exceed 10% of the standards for maximum % coverage and height in feet, excluding number of floors.
- 2) Lot width may be reduced to a minimum of 20 feet at street R.O.W. for flag lots, or 15 feet for lots on cul-de-sacs.
- 3) A minimum distance between structures, on adjoining properties, must be no less than 20 feet for lots greater than 8,000 sq. ft. and 14 feet for lots 4,000-7,999 sq. ft. Zero lot lines are permitted at the discretion of the ARB.
- 4) On corner and double frontage lots, front setback standards will apply to each lot line that borders a street right-of-way, the remaining lot lines will be subject to side setbacks standards, except when the lot adjoins open space of a minimum of 23 feet, then corner side yard may be reduced to 3 feet.
- 5) Height standards are determined by individual parcel guidelines as indicated on Exhibit 13.2. A maximum height of 45 feet from Ground Floor Level is permitted on lots meeting specific criteria in Exhibit 13.2 on Parcels 12A, 12B, 13, 41, 42 and 43.
- 6) Lot area required for each Dwelling Unit may be reduced to 2,000 square feet provided that open space is provided equivalent to the amount by which each Lot is reduced. Such equivalent open space shall be provided within 1,000 feet of each such Lot so reduced.
- 7) Density limit of 4.0 D.U./Acre pertains to Cassique Parcel 60.
- 8) Setback of 5 ft. pertains to Cassique Parcel 60.
- 9) Setback of 15 ft. pertains to Cassique Parcel 60.
- 10) Height of 35 ft. pertains to Cassique Parcel 60.
- 11) Total dwelling unit cap not to exceed 120 for parcels with CSQ-PD designation. Any parcel not to exceed 4 D.U./Acre.
- 12) Any wall up to 8 ft. above finish grade may be located within any of the required setbacks, provided vision site triangles at street intersections are maintained. Setback of 5 ft. pertains to the garage/studio units.
- 13) The garden courtyard concept coverage includes house, garage, and pool cavity.
- 14) Setback of 0 ft. pertains to the garage/studio units.

Exhibit 13.4: Off-Street Parking Requirements

11.04.2013

Type of Development	Required Number of Parking Spaces	
	Kiawah Island / Cassique	Freshfields Village PD
Residences		
Single Family Detached	2 spaces per dwelling unit	2.0
Duplex	2 spaces per dwelling unit	2.0
Multiple-Family	1.5 spaces per efficiency or 1 bedroom dwelling unit	1.5
	1.75 spaces per 2 bedroom dwelling unit	1.5
	2 spaces per 3 or more bedroom dwelling unit	2.0
Guest Rooms	1.25 spaces per room	-
Office	1 space per 300 sq. ft. of gross leasable area (GLA)	1:300 sq.ft.
Retail/Service	1 space per 250 sq. ft. GLA	1:300 sq.ft.
Restaurant	1 space per 100 sq. ft. GLA	1:150 sq.ft.
	1 space per 200 sq.ft. of outdoor seating	1:1 employee
Conference Area	1 space for every 4 people permitted under maximum occupancy of the facility, plus	1:4 people
	1 space for each employee	1:1 employee
Mixed Use and Community Services	To be evaluated in conjunction with the building permit process	n/a

Source: Institute of Transportation Engineers. Transportation Planning Handbook. 1992.

Notes for Exhibit 13.4: Off-Street Parking Requirements

- 1 Any fraction of a parking space required under these regulations shall be counted as a full parking space.
- 2 Handicapped spaces shall be provided as required by the Town's zoning ordinance.
- 3 The dimensions of parking spaces and driveways shall comply with the requirements of Exhibit 13.5. Landscaping of parking areas shall be subject to approval of the ARB. Parking spaces shall be located outside of required front yard areas.
- 4 No "head-in" parking shall be permitted unless approved by the Town; each off-street parking space shall be accessed from a private drive and not from a KICA or other dedicated street.
- 5 Required parking spaces for single family detached and duplex residential use types shall be properly screened or enclosed with walls, solid fencing, and/or dense landscaped plantings in such a way as the vehicles in such required parking places will be screened from the right of way.
- 6 Freshfields Village PD has been planned and developed to meet all off-street parking requirements for designated uses with a comprehensive shared parking strategy that balances the technical requirements of Exhibit 13.4 with the vision of a walking village environment.
- 7 All off-street parking requirements for existing uses within Phase 1 of Freshfields Village PD, totaling approximately 181,000 square feet of retail sales, services, and offices plus the 99-room hotel have been approved by Charleston County. The total off-street parking requirement is 808 spaces.

W CMB

Exhibit 13.5: Access and Parking Facility Design

Parking Pattern	Maneuvering Lane Width (feet)		Parking Space Dimensions (feet)		Total Width of 2 Tiers of Spaces & Maneuvering Lane (feet)	
	One Way	Two Way	Width	Length	One Way	Two Way
0 Parallel	11	18	8.5	25	28	35
30 - 50	12	20	9	21	54	62
54 - 74	13	22	9	21	55	64
75 - 90	15	24	9.5	20	55	64

Notes for Exhibit 13.5, Access and Parking Facility Design

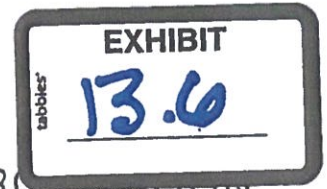
1 Each standard parking space shall consist of a rectangular or trapezoidal area designed in accordance with Exhibit 3.6: Kiawah Island Graphic Standards, attached hereto. Each space shall have a vertical clearance of not less than 7.5 feet. Each space shall be independently accessible.

2 Each parking space designated for use by the handicapped shall consist of a rectangular area not less than 12.5 feet wide by 20 feet long, with a vertical clearance of 7.5 feet, shall be located in an area not exceeding a 2 percent slope, and shall be located near and convenient to a level or ramped entrance accessible to handicapped persons. Parking spaces for the handicapped shall be signed and restricted for use by the handicapped only.

3 Each parking and loading area shall have adequate drives, aisles, and turning and maneuvering areas for access and usability, and shall at all times have access to a public street or alley.

4 Wherever possible, access to parking areas shall be from local streets. Town and ARB approval shall be required for more than one curb cut to an individual Lot or Development Parcel from any collector street. No Lot or Development Parcel shall directly access Kiawah Island Parkway except Parcels 2, 3, 4, and 5. Street intersections with the Kiawah Island Parkway shall be limited to three streets accessing Parcel 16.

KIAWAH ISLAND GRAPHIC CONTROLS



INTRODUCTION

W

CMD

In its efforts to establish a continuity in the use of the signage system, the Kiawah Island Company herein establishes standards to assure the integrity of the program currently in use or to be initiated in the future.

All signage use must be in strict conformity with these standards and must incorporate the highest degree of design, quality, dignity and good taste.

It is the purpose of this Graphics Control Manual to describe, by means of specific samples and specifications, the basic use of the Kiawah Island Signage Program and its proper application.

The signage and its graphic elements must be reproduced within the terms outlined in this manual and the accompanying prints.

The logotype may be reproduced only from original reproductions contained herein or as provided by the Kiawah Island Marketing Department.

The logotype must never be altered in any way.

No copy or visual material may be printed over or superimposed on the logotype or signage other than as illustrated.

Authorization for use of signage or logotype must be obtained through the Graphic Controls Board. All signs should be ordered using the form as shown in Section 3 of this manual.

A large, stylized handwritten signature in black ink, appearing to be "C. J. ...".

Handwritten initials or a small signature below the main signature.

LOGOTYPE AND USAGE INTRODUCTION



The Kiawah Island logotype is symbolic of the Atlantic Ocean and surf along which the island fronts. The green color suggests the lush vegetation of the island. The logotype is contemporary in design and reflects the spirit and goals of Kiawah Island's quiet sophistication.

The basic configuration of the logotype should never be altered in any way. Specific guidelines for its proper use are displayed on the following pages.

Portrayals of the logotype and its correct use in print, signage and other applications are contained in this and subsequent sections.

Art work suitable for reproduction is found on several pages. The logotype can be reproduced in color, black and white or dimension.

The logotype may be used to identify activities or elements recognized as pertaining to Kiawah Island. Applications and questions regarding the use of the logotype may be obtained from the Kiawah Island Graphic Controls Board at the following address:

Graphic Controls Board
Kiawah Island Company
Kiawah Island, SC 29455



PRIMARY TYPE FACE

Handwritten initials

Handwritten mark

A B C D E F G H I J

K L M N O P Q R

S T U V W X Y Z

a b c d e f g h i j k l m n

o p q r s t u v w x y z

1 2 3 4 5 6 7 8 9 0

• •
• •
• •

W

CMP

KIAWAH ISLAND GRAPHIC CONTROLS

SECTION 1

LOGOTYPE ART

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah

Kiawah Island Inn

SPECIFICATIONS AND NOTES:

1. Always use logotype in a Single Line Configuration.
2. This art work is suitable for reproduction in print.
3. See Section 1 Introduction for other general and specific instructions and regulations.
4. This art work is for official or authorized use only and is to be used only with proper authorization.

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah Island

Kiawah

*Kiawah Island
Inn*

SPECIFICATIONS AND NOTES:

1. Always use logotype in a single line configuration
2. This art work is suitable for reproduction in print.
3. See Section 1 introduction for other general and specific instructions and regulations.
4. This art work is for official or authorized use only and is to be used only with proper authorization.

PRIMARY TYPE FACE

W

W

Albertus

abcdefghijklmnopqrstuvwxy

ABCDEFGHIJKLMN OPQRSTUVWXYZ

1234567890 (&.,:;!?'""-_*\$%/'£)

Charleston

Kiawah Island Cottages

Kiawah Island
A Seaside Resort Community

A Seaside Resort Community

SPECIFICATIONS AND NOTES:

1. Type face for use with or separate from logotype as illustrated.
2. Above illustrations are typical applications and combinations.
3. Type face - ALBERTUS
4. Always use in upper and lower face combinations except on certain Primary Traffic Control signage illustrated in Section 2 of this manual.
5. See Section 1 Introduction for other general and specific instructions and regulations.

SECONDARY TYPE FACE

MP

MP

Helvetica

abcdefghijklmnopqrstuvwxy

ABCDEFGHIJKLMN OPQRSTUVWXYZ

1234567890 (&.,:;!?'""-*\$¢%/£)

Kiawah Island Cottages

Kiawah's Master Land Use Plan, li' for more detailed planning. Its m' lish circulation routes, to protec'

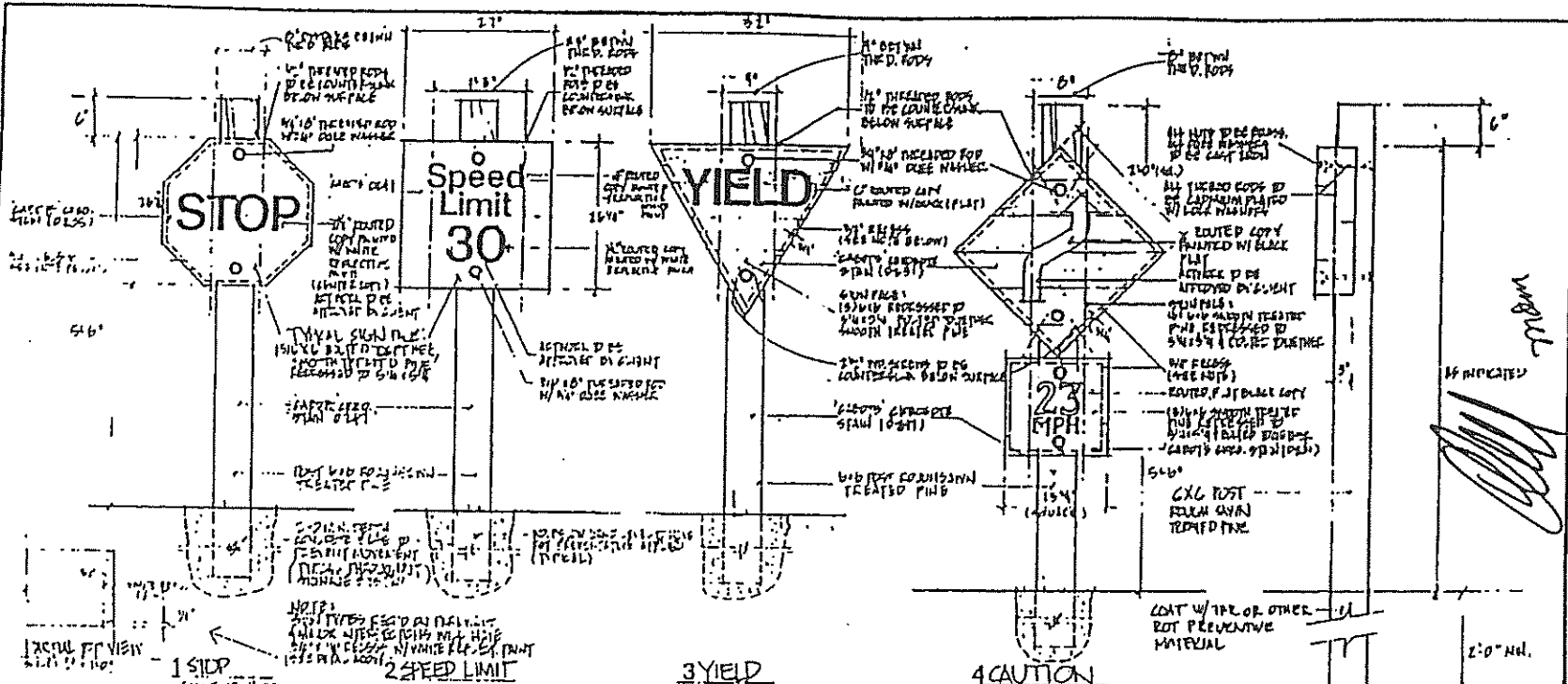
Kiawah Island Inn

A system of signs was designed with was selected to be routed and sandf modular configuration. This providr

SPECIFICATIONS AND NOTES:

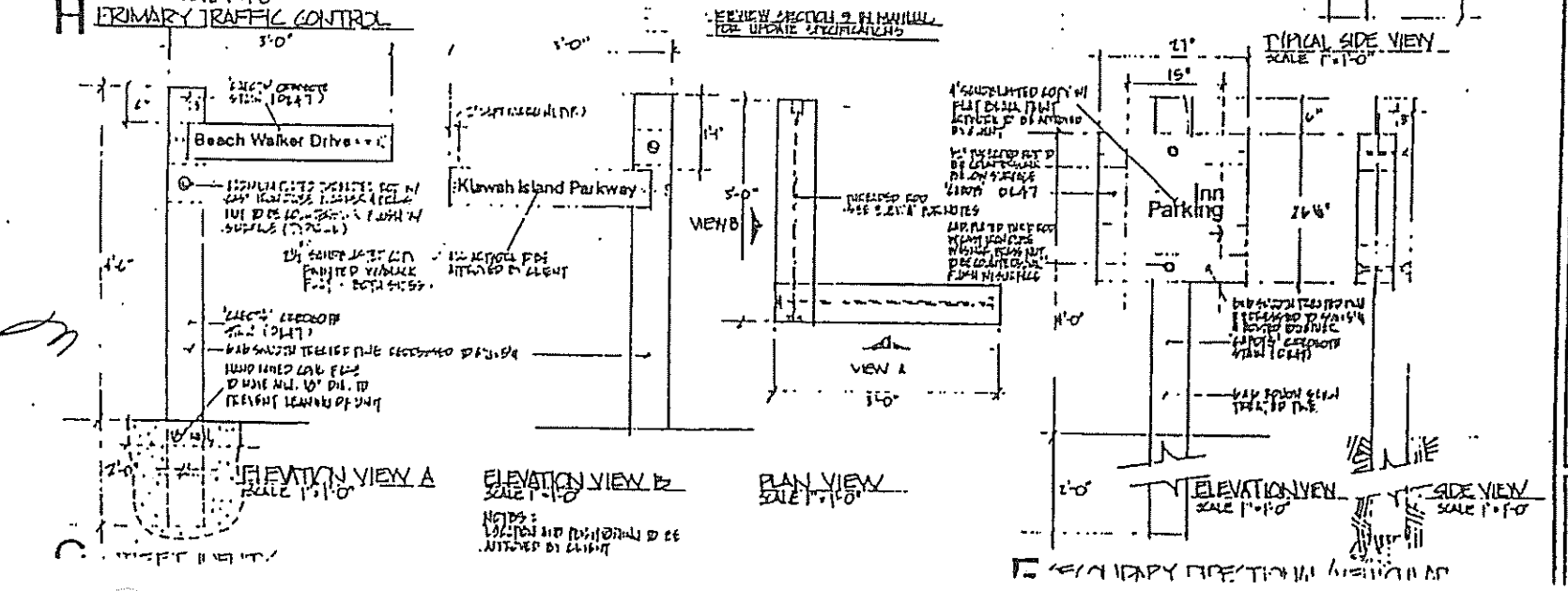
1. Type face for use with or separate from logotype or Albertus type face as illustrated on Logotype and Primary Type Face pages found in Section 1.
2. Above illustrations are typical applications and combinations.
3. Type face - Helvetica
4. Always use this type face where body copy requirements call for extended copy use.

old



DESIGN/JOE SONDERMAN, INC.
 INDUSTRIAL DESIGNERS
 1700 W. BROADWAY
 CHARLOTTE, N.C. 28204
 TEL: 378-0000

Revisions:
 1. SEE SHEET 44-100 FOR
 GENERAL NOTES & SPECIFICATIONS
 2. SEE SHEET 44-100 FOR
 GENERAL NOTES & SPECIFICATIONS

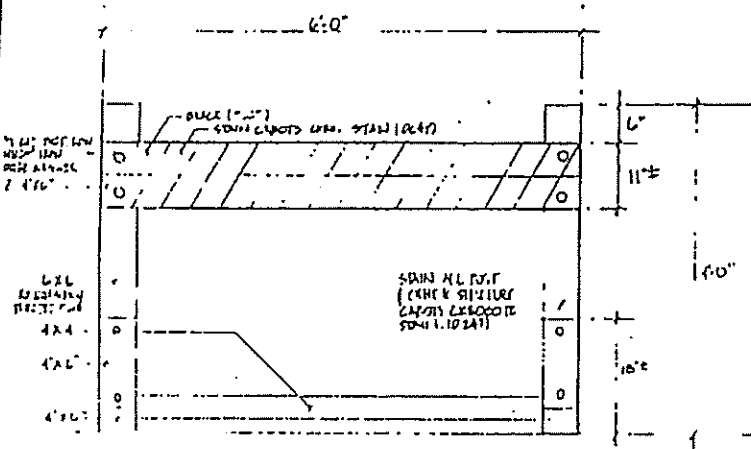


This Sheet:
 CHANGE SYSTEM FOR
 KILBY ISLAND
 KILBY ISLAND
 KILBY ISLAND, N.C.
 MISCELLANEOUS TRAFFIC
 CONTROL SIGN DETAILS

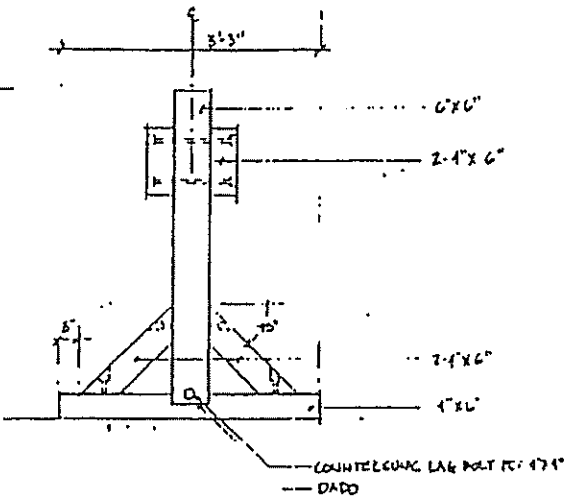
Job No.:
 Sheet No.:
 Date: 3/2/74
 Drawn: J.S.
 Check: J.S.

4A

Handwritten initials/signature

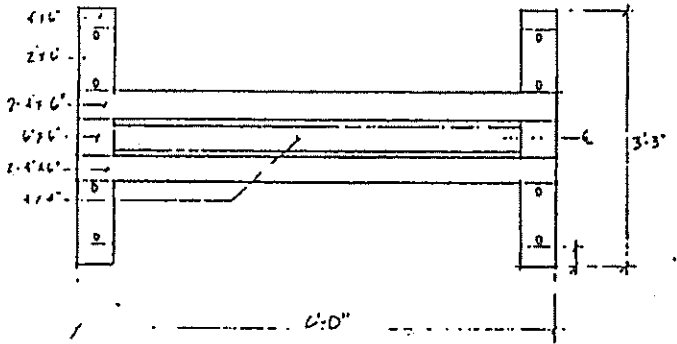


Q FRONT ELEVATION VIEW
SCALE 1"=1'-0"

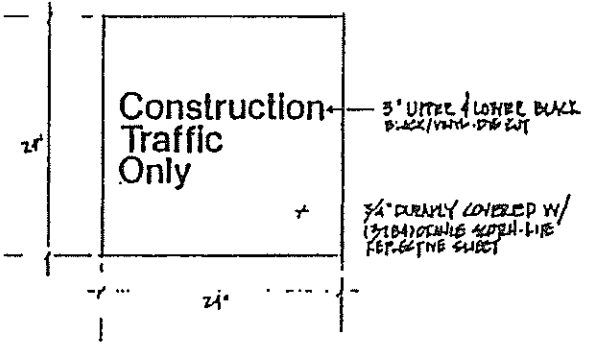


SIDE VIEW
SCALE 1"=1'-0"

REVIEW SECTION 9 IN MANUAL FOR UPDATED DIMENSIONS



PLAN VIEW
SCALE 1"=1'-0"

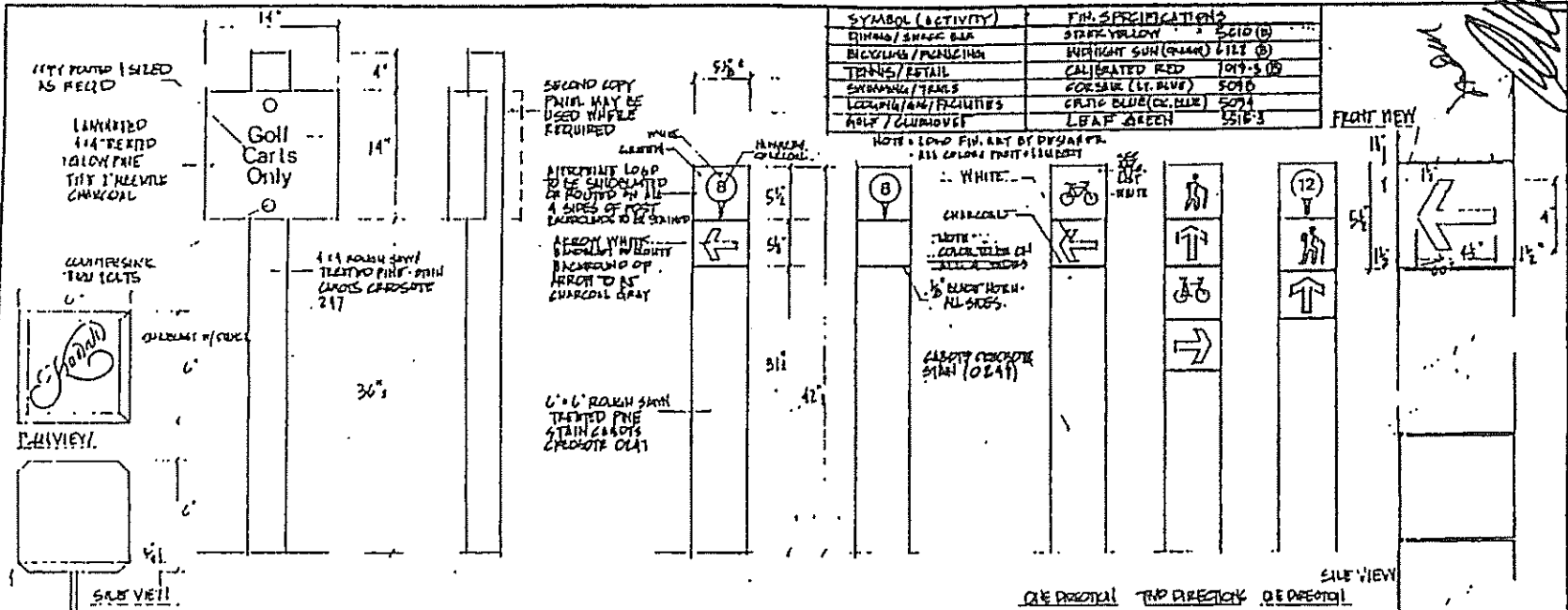


R TYPICAL SIGN
SCALE 1/2"=1'-0"

Handwritten signature

DESIGN/JOE SONDERMAN, INC. INDUSTRIAL DEMONSTRATOR 1208 KENNETH-ORTON AVENUE CHARLOTTE, N.C. 28204 704.376.0883	
PROJECT: H&C DETAIL REVISIONS 5-5-76 & GENERAL NOTES AND REVISIONS 5-4-76	THIS SHEET: SIGNAGE SYSTEM FOR KANAWHA ISLAND KANAWHA ISLAND, FLA. TEMPORARY CONSTRUCTION SIGN DETAIL
JOB NO. 121114 SHEET NO. DATE: 4-21-76 DRAWN BY:	CHECKED BY:
<h1>7-A</h1>	

1111



SYMBOL (ACTIVITY)	FIN. SPECIFICATIONS
DINING / SHAPE BAR	STARK YELLOW 5210 (D)
BICYCLING / PARKING	HURRYHUT SUN (QUAR) 6122 (B)
TRUCKS / TRAIL	CAL (HEATED RED) 1019-5 (D)
SWIMMING / TRAILS	COE SAK (LT. BLUE) 5090
LEARNING / FACILITIES	CRITIC BLUE (CR. BLUE) 5074
WOLF / CLIMBERS	LEAF GREEN 5516-3

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

SIDE VIEW

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

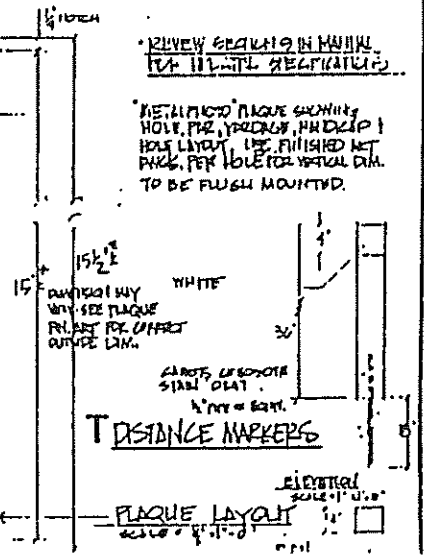
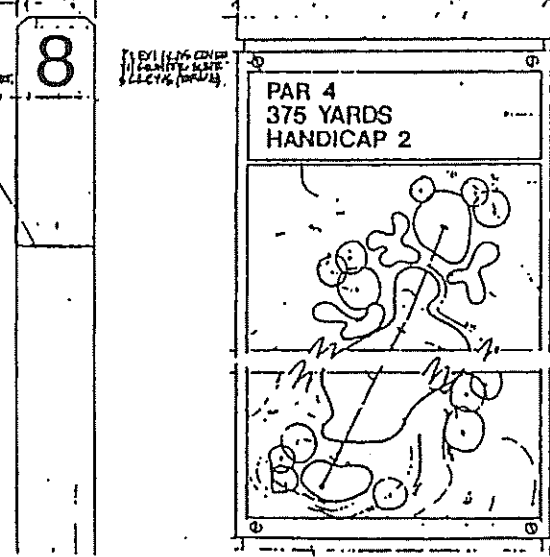
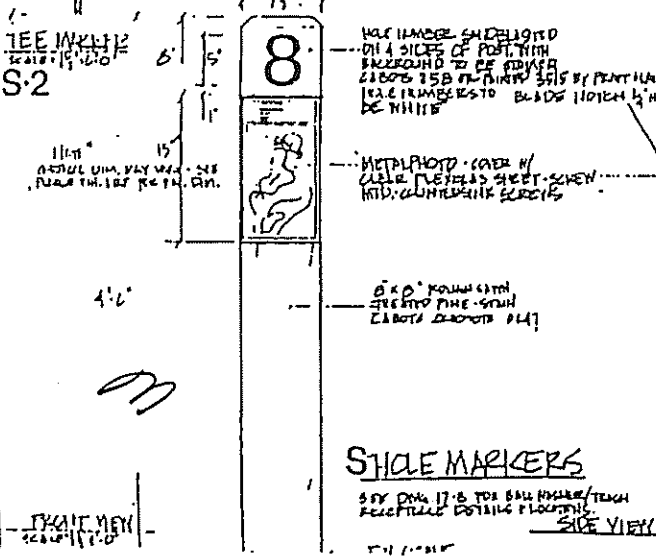
SIDE VIEW

VARIATIONS

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

1-1 SECURITY TRAFFIC CONTROL / LINK PATHS

T CARTS TRAILS DIRECTIONAL



DESIGN/JOE SONDERMAN, INC.

INDUSTRIAL DESIGNERS
1700 UNIVERSITY AVENUE
CHICAGO, ILL. 60607
TEL: 312-467-1100

PROJECT: SECURITY TRAFFIC CONTROL, 1-1
1700 UNIVERSITY AVENUE, CHICAGO, ILL. 60607
DATE: 6-10-79
DRAWN BY: J.S.

THE SIGNAGE SYSTEM FOR KILHAM ISLAND KILHAM ISLAND, S.C. GOLF COURSE SIGNAGE

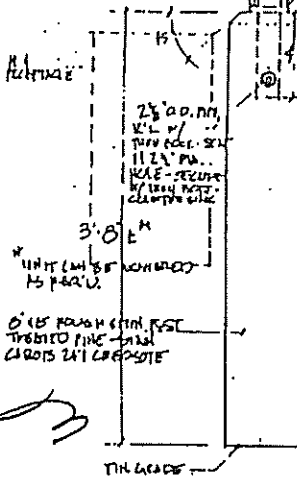
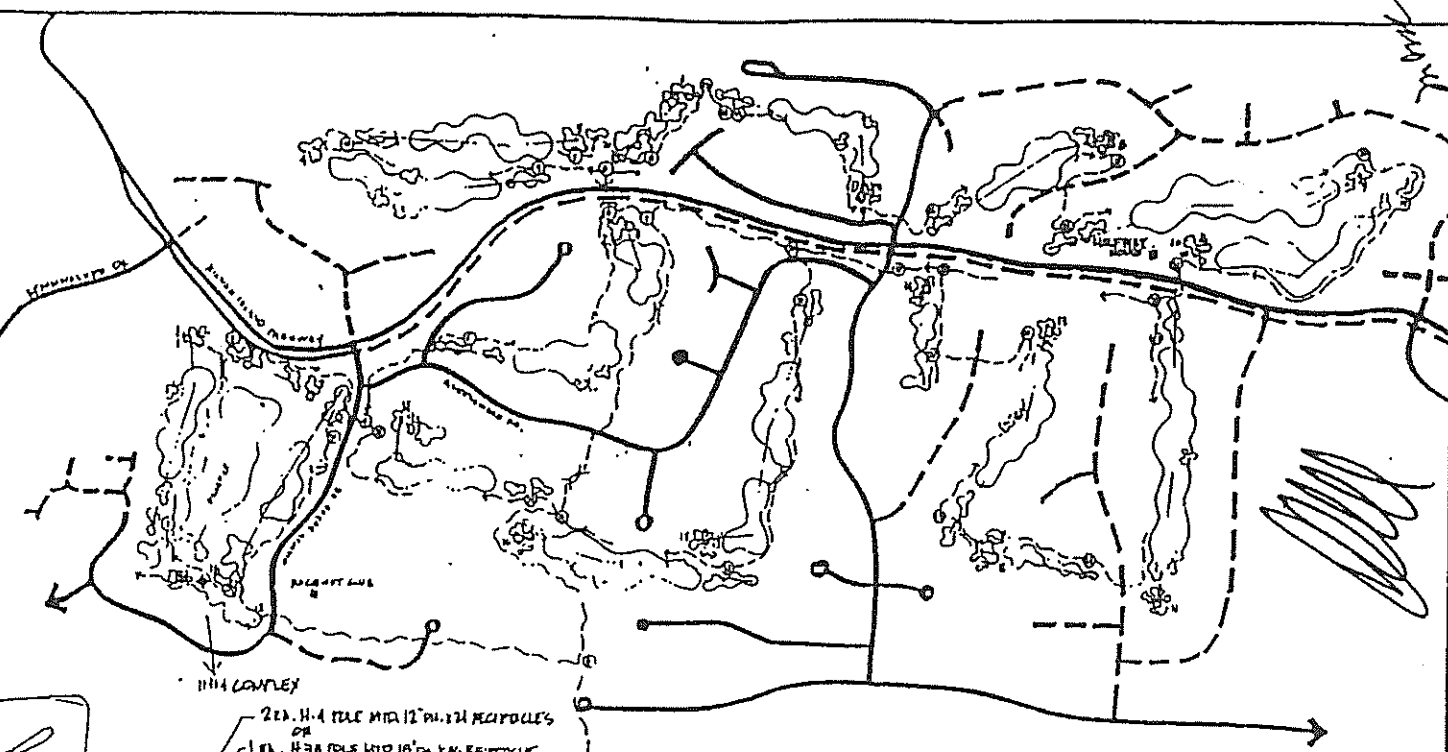
17A

LEGEND:

ROADS
UTILITY
UNIT LOCATION
9 HOLE NUMBERS
CAPTAIN'S CLUB TRAILS

TRAILS	RECREATION
CLUB HOUSE	TRAILHEAD
GOAL POST	POST
NET	STUCK POST

TYPICAL SYMBOLS
 1. 2" DIA. H. 4" TALL WITH 12" DIA. HOLES
 2. 18" H. 3" DIA. HOLES WITH 10" DIA. 1/2" HOLES
 3. 18" H. 3" DIA. HOLES WITH 10" DIA. 1/2" HOLES
 4. 18" H. 3" DIA. HOLES WITH 10" DIA. 1/2" HOLES
 5. 18" H. 3" DIA. HOLES WITH 10" DIA. 1/2" HOLES



2 1/2' H. 4" TALL WITH 12" DIA. HOLES
 OR
 18" H. 3" DIA. HOLES WITH 10" DIA. 1/2" HOLES
 IN HOOD SHALL BE SET BY
 UNITED MODEL RECEPTACLE CORP.
 HOWARD FREEDLE HWY.
 SOUTH SLATS 247 CARBON CARBONITE

GOLF COURSE CART PATH SIGNAGE PLAN
 SCALE: 1/4" = 1'-0"

LEGEND:

SYMBOL	DESCRIPTION
	1. SIGN LOCATION NUMBER
	2. TYPE OF SIGN
	3. UNIT LOCATION NUMBER

NOTES:
 1. SEE DRAWING 17A FOR SIGN DETAILS
 2. UNITS USE SIGNS IN PLACE OF RECEIPT

SIGN SPECIFICATION + LOCATION SCHEDULE

SYMBOL	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	1.1 TEE SIGNATURE	1.2 TEE SIGNATURE	1.3 TEE SIGNATURE	1.4 TEE SIGNATURE	1.5 TEE SIGNATURE	1.6 TEE SIGNATURE	1.7 TEE SIGNATURE	1.8 TEE SIGNATURE	1.9 TEE SIGNATURE	1.10 TEE SIGNATURE	1.11 TEE SIGNATURE	1.12 TEE SIGNATURE	1.13 TEE SIGNATURE	1.14 TEE SIGNATURE	1.15 TEE SIGNATURE	1.16 TEE SIGNATURE	1.17 TEE SIGNATURE	1.18 TEE SIGNATURE
2	2.1 TEE SIGNATURE	2.2 TEE SIGNATURE	2.3 TEE SIGNATURE	2.4 TEE SIGNATURE	2.5 TEE SIGNATURE	2.6 TEE SIGNATURE	2.7 TEE SIGNATURE	2.8 TEE SIGNATURE	2.9 TEE SIGNATURE	2.10 TEE SIGNATURE	2.11 TEE SIGNATURE	2.12 TEE SIGNATURE	2.13 TEE SIGNATURE	2.14 TEE SIGNATURE	2.15 TEE SIGNATURE	2.16 TEE SIGNATURE	2.17 TEE SIGNATURE	2.18 TEE SIGNATURE
3	3.1 TEE SIGNATURE	3.2 TEE SIGNATURE	3.3 TEE SIGNATURE	3.4 TEE SIGNATURE	3.5 TEE SIGNATURE	3.6 TEE SIGNATURE	3.7 TEE SIGNATURE	3.8 TEE SIGNATURE	3.9 TEE SIGNATURE	3.10 TEE SIGNATURE	3.11 TEE SIGNATURE	3.12 TEE SIGNATURE	3.13 TEE SIGNATURE	3.14 TEE SIGNATURE	3.15 TEE SIGNATURE	3.16 TEE SIGNATURE	3.17 TEE SIGNATURE	3.18 TEE SIGNATURE

UTILITY HOLDER -
 S-1 BALL WASHER/
 TRASH RECEPTACLE

NOTE: SEE DRAWING 17A FOR SIGN DETAILS

DESIGN/JOE SONDERMAN, INC.
 INDUSTRIAL DESIGNERS
 1208 KENILWORTH AVENUE
 CHARLOTTE, N.C. 28204
 TEL: 378-0803

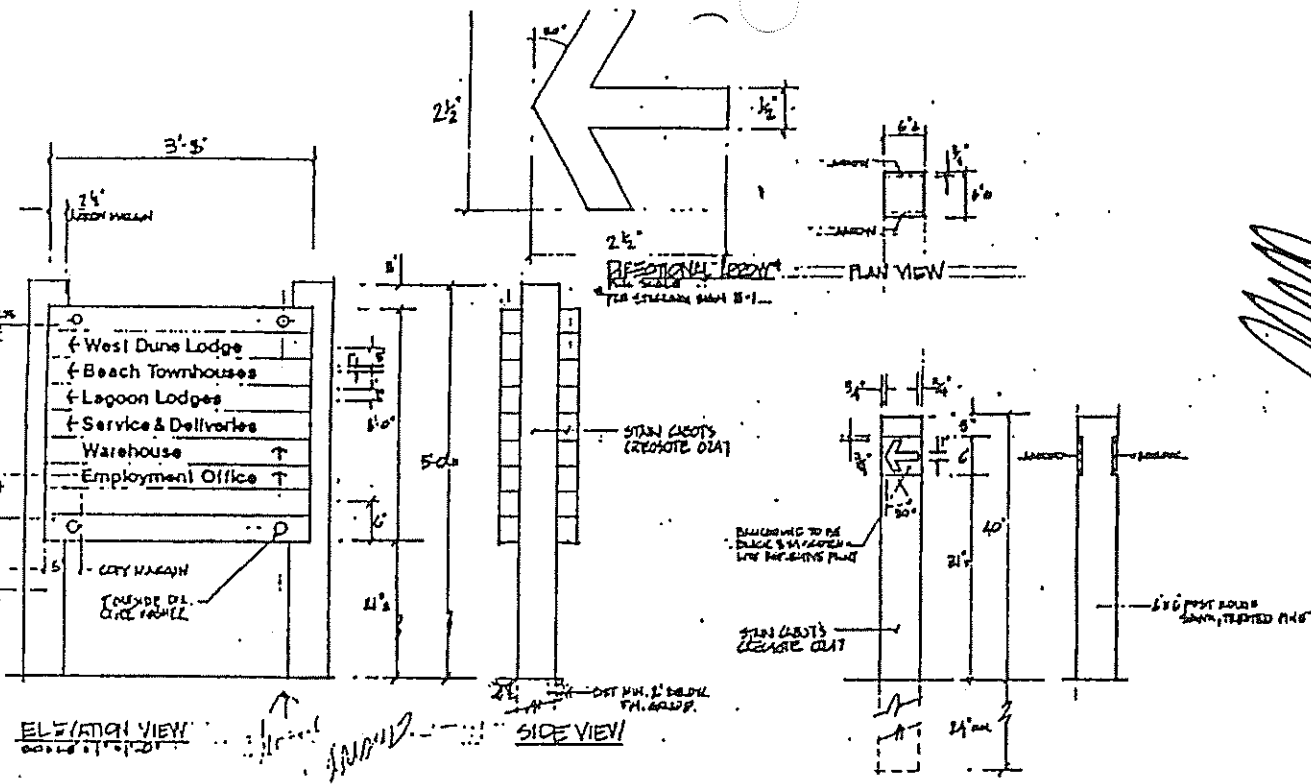
PROJECT:
 70% ID SYMBOLS SCHEDULE V

THE BRICK:
 SIGNAGE FOR KANAWH ISLAND
 KANAWH IS. S.C.
 GOLF COURSE SIGNAGE

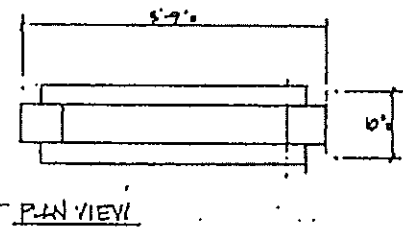
JOB NO.:
 SHEET NO. 17-B
 DATE: 11-10-14
 DRAWN BY: JCS

17-B

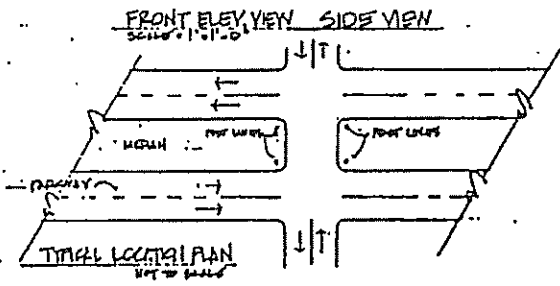
Handwritten initials



Handwritten signature



E-1 PRIMARY DIRECTIONAL/VEHICULAR - VARIATION 2



P DIRECTIONAL POST UNIT

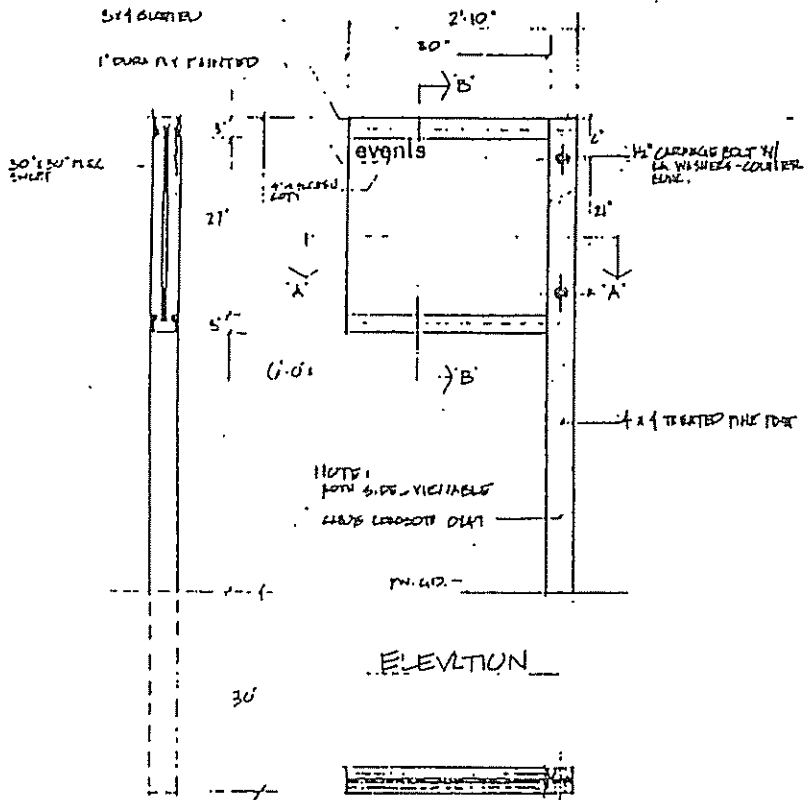
DESIGN: JOE SONDERMAN, INC.
 201 HAYTHORNE LANE CHARLOTTE, N.C. 28204
 704 578-4811
 SCOURTAL DESIGNERS

PROJECT: ...
 DATE: ...
 SCALE: ...

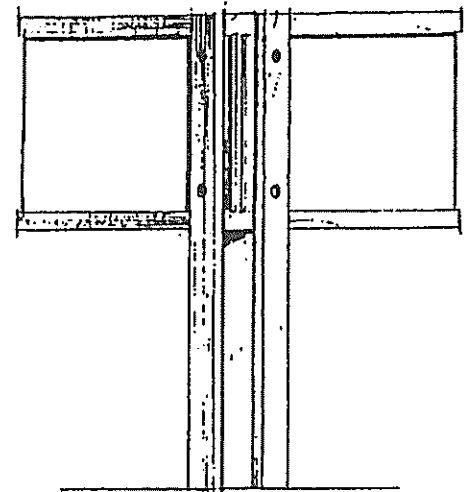
THE DESIGN: ...
 DIRECTIONAL VARIATIONS

DATE: ...
 DRAWN BY: ...
 CHECKED BY: ...

21

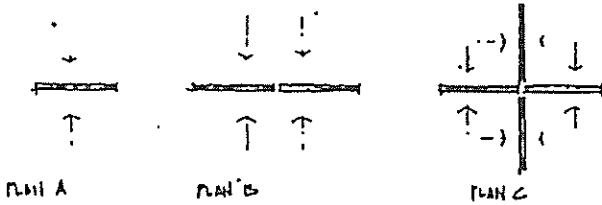


ELEVATION

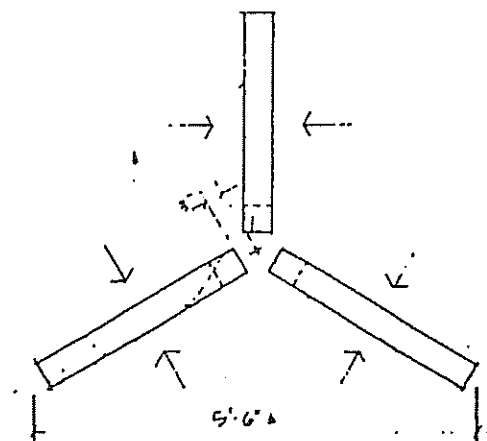


TYPICAL CONFIGURATION

SIDE ELEV. - SECTION 'B-B' PLAN VIEW - SECTION 'A-A'



SITEING CONFIGURATIONS



TYPICAL PLAN - PLAN P

U INFORMATION KIOSK

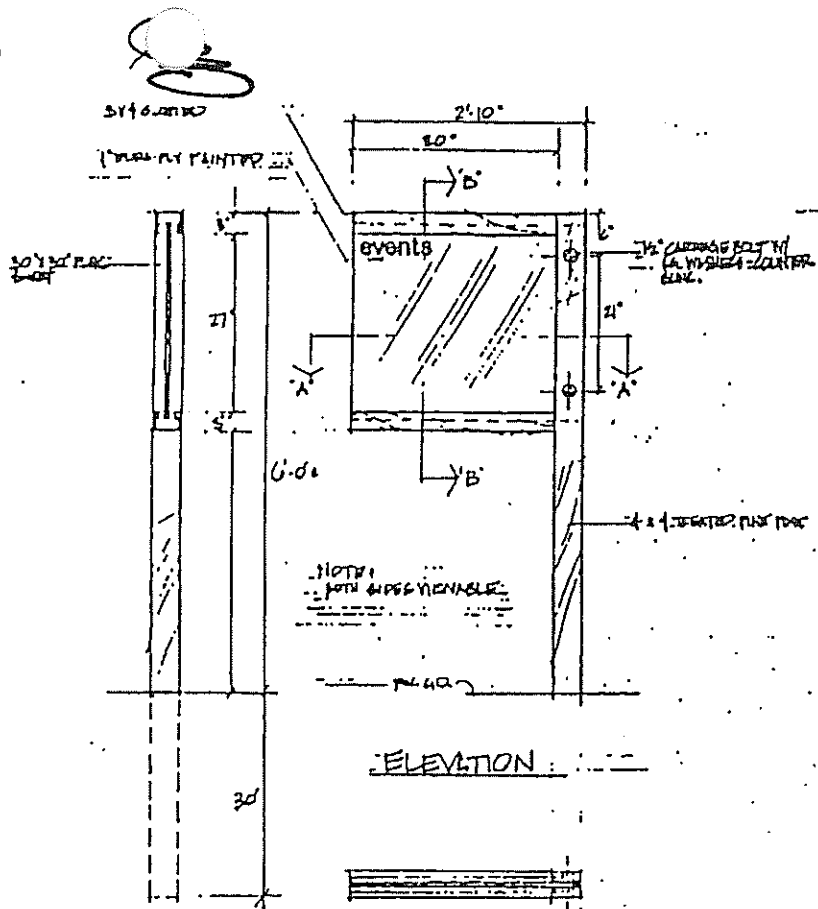
Handwritten signature and initials

DESIGN/JOE SONDERMAN, INC.
 INDUSTRIAL DESIGNERS
 1205 SEEMING AVENUE
 CHARLOTTE N.C. 28204
 704/376-6883

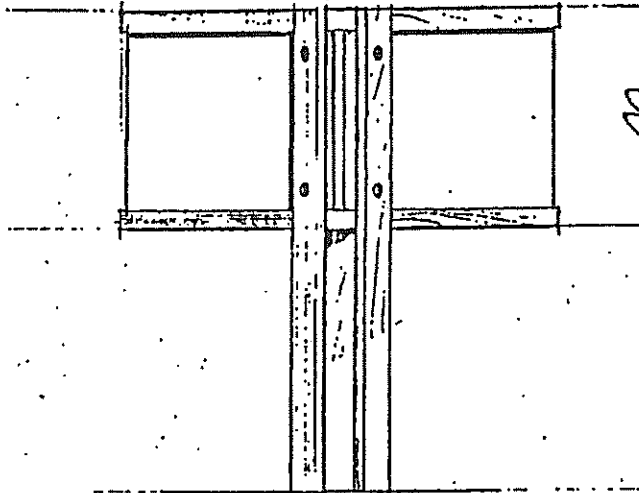
Project No: 5-2-00 1:20 212 N 2725 SE

The Block
 SIGNAGE SYSTEM FOR
 KILNAR ISLAND
 KILNAR ISLAND, N.C.
 INFORMATION KIOSK

Job No. _____
 Sheet No. _____
 Date: 4-5-76
 Drawn _____
 Check _____

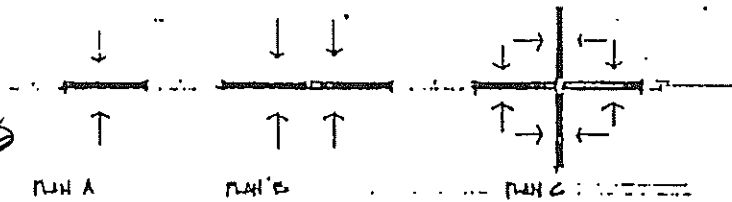


ELEVATION

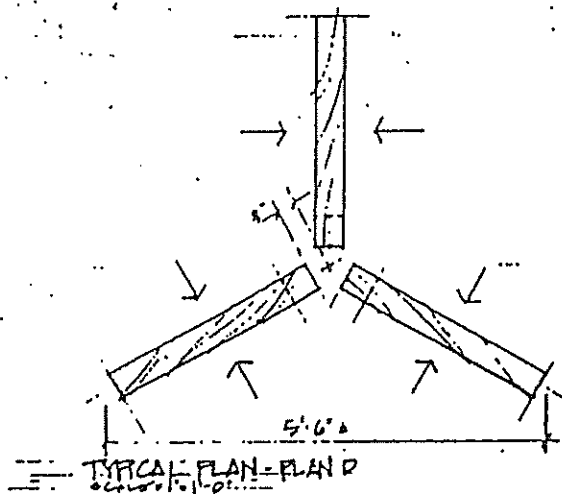


TYPICAL CONFIGURATION

SEE ELEV. - SECTION 'B-B' PLAN VIEW - SECTION 'A-A'



SITEING CONFIGURATIONS



TYPICAL PLAN - PLAN D

[Handwritten signature]

DESIGN/JOE SONDERMAN, INC
 201 HAYTHORPE LANE CHARLOTTE, N.C. 28204
 TEL 314-4811
 INDUSTRIAL DESIGNERS

THIS DRAWING IS THE PROPERTY OF
 DESIGN/JOE SONDERMAN, INC.
 IT IS TO BE USED ONLY FOR THE PROJECT
 SPECIFICALLY IDENTIFIED HEREON.
 ANY REUSE OR REPRODUCTION WITHOUT
 WRITTEN PERMISSION IS STRICTLY
 PROHIBITED.

Job No. _____
 Sheet No. _____
 Date 4-9-76

22

OP

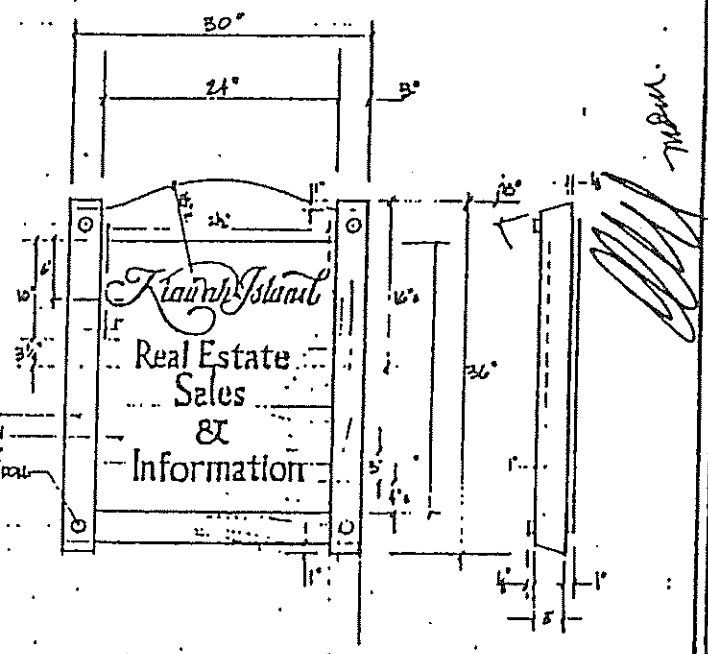
FINISH SCHEDULE

UNIT	LOGO	COPY	BLANK
REAL ESTATE	DUPLICATE	DUPLICATE	OLYMPIC 906
MARKETING			OLYMPIC 916
GROUP SALES			OLYMPIC 916
EXECUTIVE OFFICE			OLYMPIC 906

ALL PARTS TO BE PLAT PUL.

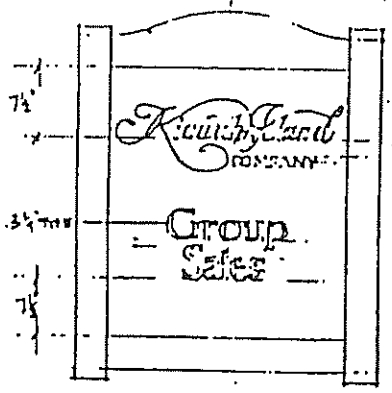
- NOTES:
1. ALL COPY TO BE CENTERED
 2. 1/8" OR 1/16"
 3. NOTE LETTER SPACING VARIATIONS

SYSTEMING
216 PRESS CASE
HORIZONTAL
1 1/2" DIA

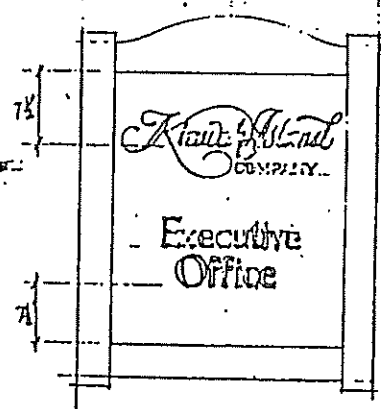


FRONT ELEV.
30" x 36"
UNIT #1

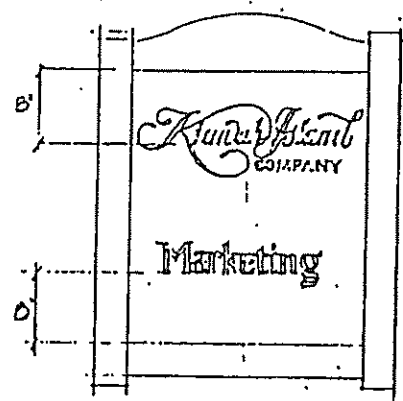
SIDE ELEV.



UNIT #2



UNIT #3

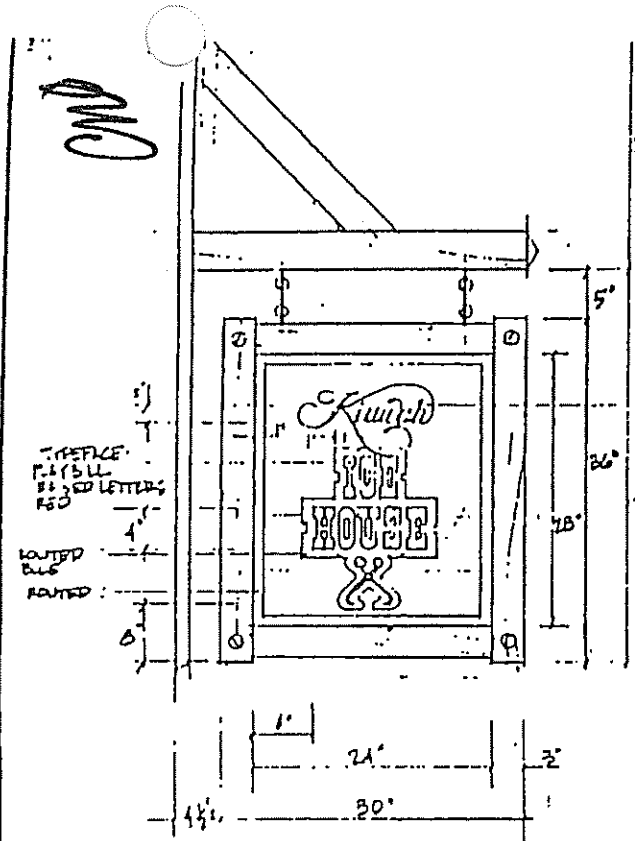


UNIT #4

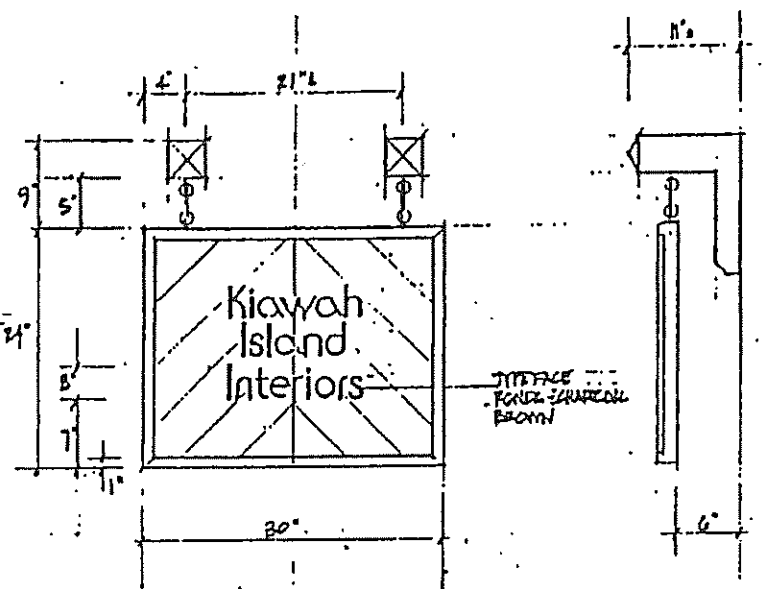
DESIGN/JOE SONDERMAN, INC.
871 HAWTHORNE LANE CHARLOTTE, N.C. 28203
PH 311-8111
INDUSTRIAL DESIGNERS

1. See Sheet 25
2. See Sheet 26
3. See Sheet 27
4. See Sheet 28
5. See Sheet 29
6. See Sheet 30
7. See Sheet 31
8. See Sheet 32
9. See Sheet 33
10. See Sheet 34
11. See Sheet 35
12. See Sheet 36
13. See Sheet 37
14. See Sheet 38
15. See Sheet 39
16. See Sheet 40
17. See Sheet 41
18. See Sheet 42
19. See Sheet 43
20. See Sheet 44
21. See Sheet 45
22. See Sheet 46
23. See Sheet 47
24. See Sheet 48
25. See Sheet 49
26. See Sheet 50
27. See Sheet 51
28. See Sheet 52
29. See Sheet 53
30. See Sheet 54
31. See Sheet 55
32. See Sheet 56
33. See Sheet 57
34. See Sheet 58
35. See Sheet 59
36. See Sheet 60
37. See Sheet 61
38. See Sheet 62
39. See Sheet 63
40. See Sheet 64
41. See Sheet 65
42. See Sheet 66
43. See Sheet 67
44. See Sheet 68
45. See Sheet 69
46. See Sheet 70
47. See Sheet 71
48. See Sheet 72
49. See Sheet 73
50. See Sheet 74
51. See Sheet 75
52. See Sheet 76
53. See Sheet 77
54. See Sheet 78
55. See Sheet 79
56. See Sheet 80
57. See Sheet 81
58. See Sheet 82
59. See Sheet 83
60. See Sheet 84
61. See Sheet 85
62. See Sheet 86
63. See Sheet 87
64. See Sheet 88
65. See Sheet 89
66. See Sheet 90
67. See Sheet 91
68. See Sheet 92
69. See Sheet 93
70. See Sheet 94
71. See Sheet 95
72. See Sheet 96
73. See Sheet 97
74. See Sheet 98
75. See Sheet 99
76. See Sheet 100

Page No. 25
Sheet No. 25
Date 10/12/81
Drawn



NOTE: SEE TYPE BELOW - SUBMITTER MUST



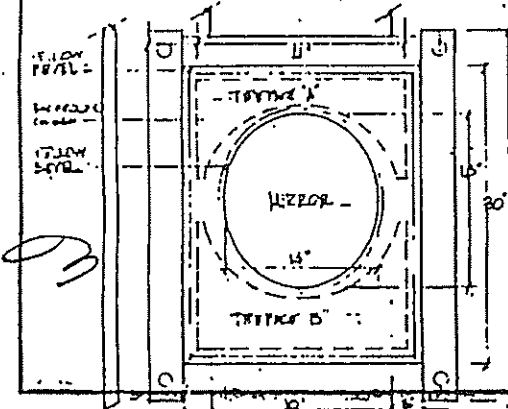
FRONT ELEV. SCALE: 1/2" = 1'-0"

SECTION.

Handwritten signature/initials

FRONT ELEV. SCALE: 1/2" = 1'-0"

NOTE: SIGN TO BE TWO (2) SIDED FINISHES TO BE SPECIFIED.



NOTE: SUBSTITUTE THIS FILE ON ANY ICE HOUSE SIGN FOR KIAWAH NAME

FRONT ELEV./REFLECTIONS SCALE: 1/2" = 1'-0"

NOTE: TWO SIDED UNIT - POLYURETHANE LETTERS TO BE SPECIFIED. COLOR TO BE SPECIFIED.

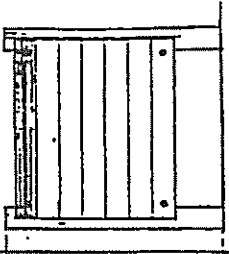
ICE HOUSE

Sign in size 11 x 18

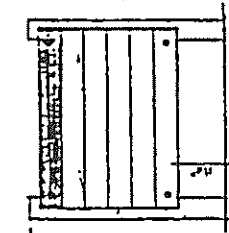


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PROJECT: 112575 BRIDGE PLAZA WING 200 112575 BRIDGE PLAZA WING 200	
THE CLIENT: BUILDING INTERNATIONAL DESIGN GROUP	DATE: 11/15/01
JOB NO.: 112575	DRAWN BY: J.S.
MEN'S & WOMEN'S HAIR STYLING	

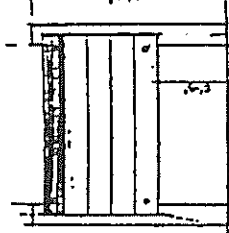
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	TITLE BLOCK TRUCK RUMOR ABUSE PROGRAM TYPE: E-PARKING VEHICULAR DRAWN BY: [Signature]



2. DETAIL OF SLAT
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 OF PANELS TO BE
 IDENTICAL TO THAT
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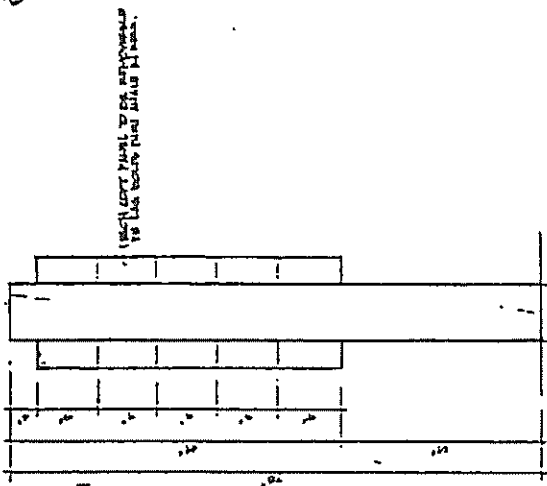


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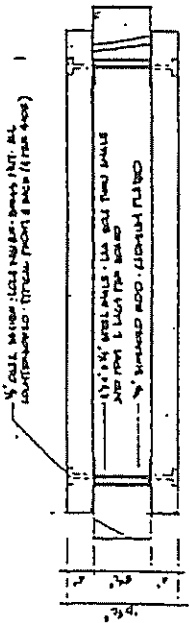


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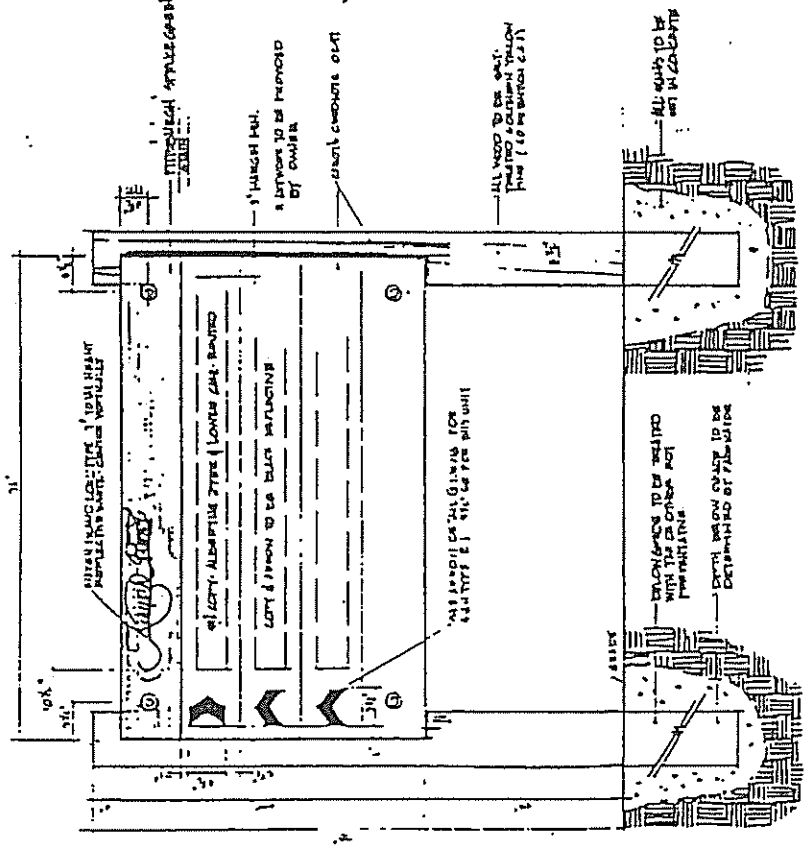
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SIDE ELEVATION
 SCALE: 1/4"=1'-0"



PLAN VIEW
 SCALE: 1/4"=1'-0"



FRONT ELEVATION
 SCALE: 1/4"=1'-0"

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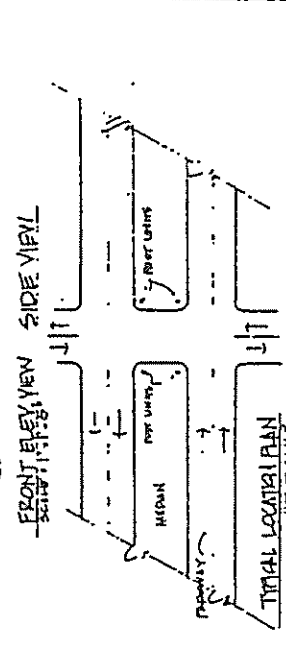
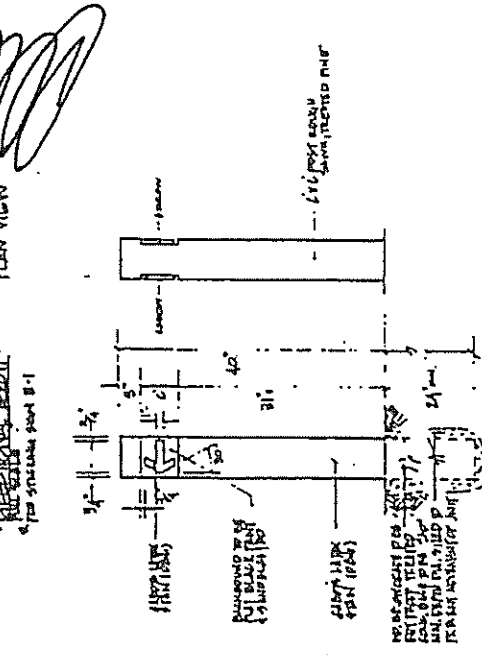
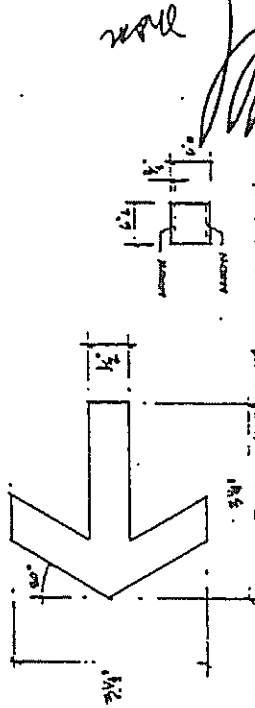
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DESIGN/JOE SONDERMAN, INC.
 INDUSTRIAL DESIGN
 1208 WEST NORTH AVENUE
 CHICAGO, ILL. 60642
 704 316-0800

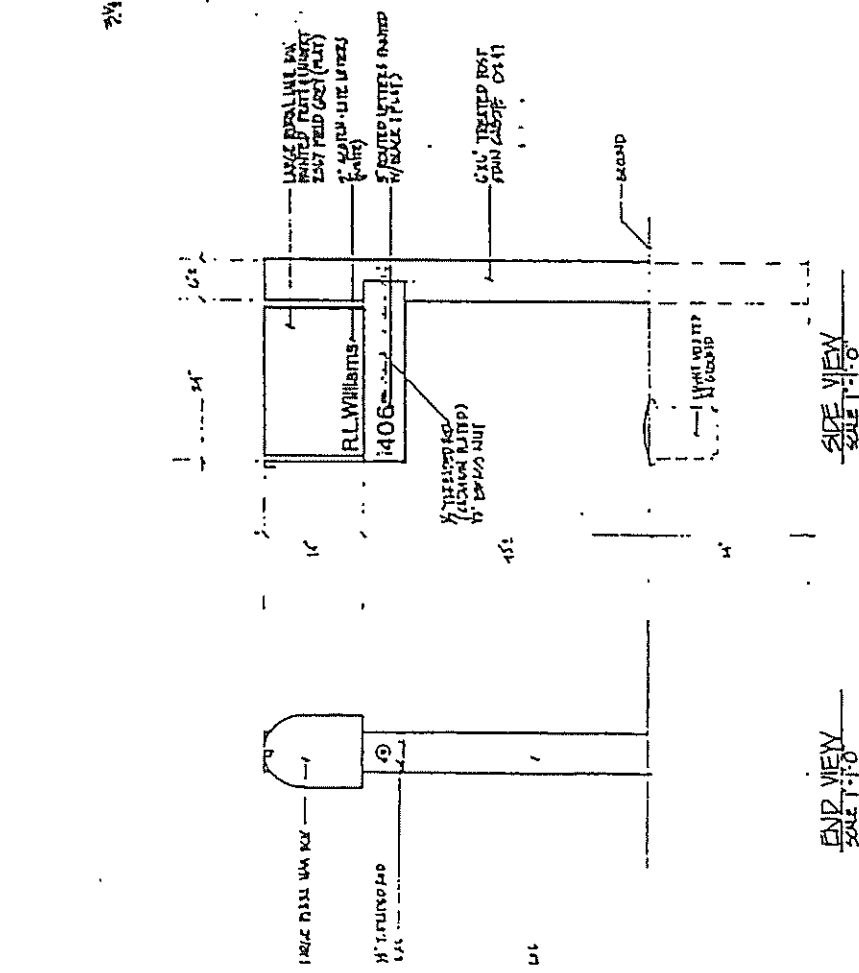
REVISIONS
 1. 11/20/76
 2. 12/10/76
 3. 1/10/77

PROJECT: **SEWAGE SYSTEM FOR KAWAII ISLAND**
 CLIENT: **STREET BROS./MILITARY-DEPT**

DATE: 10-76
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



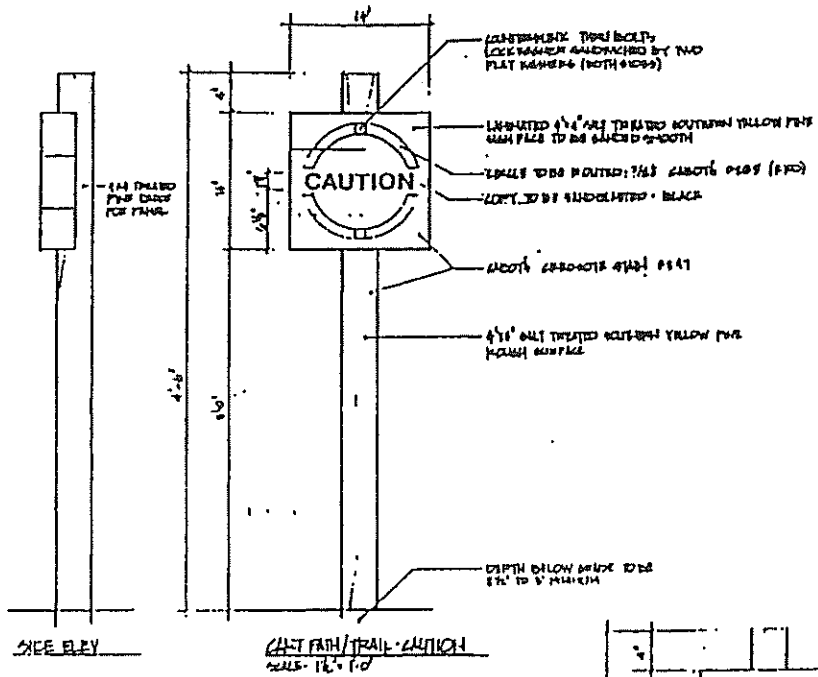
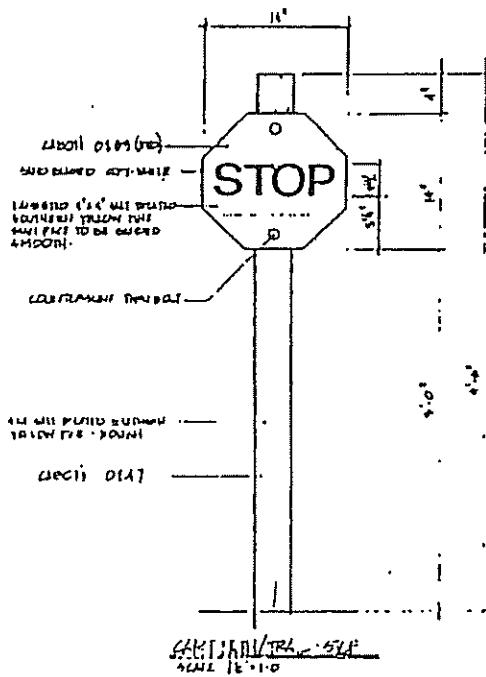
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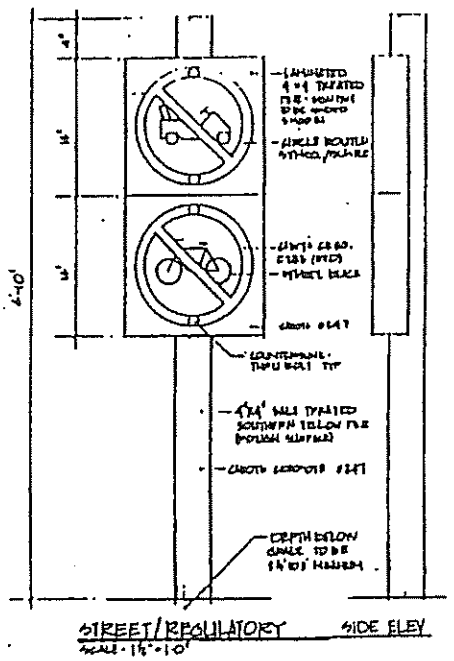
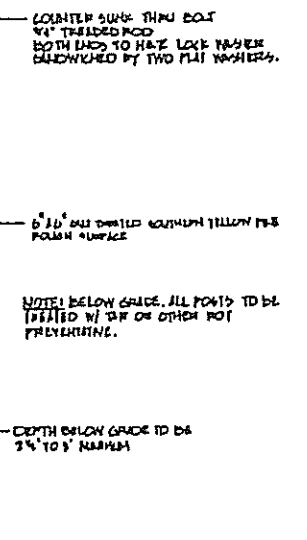
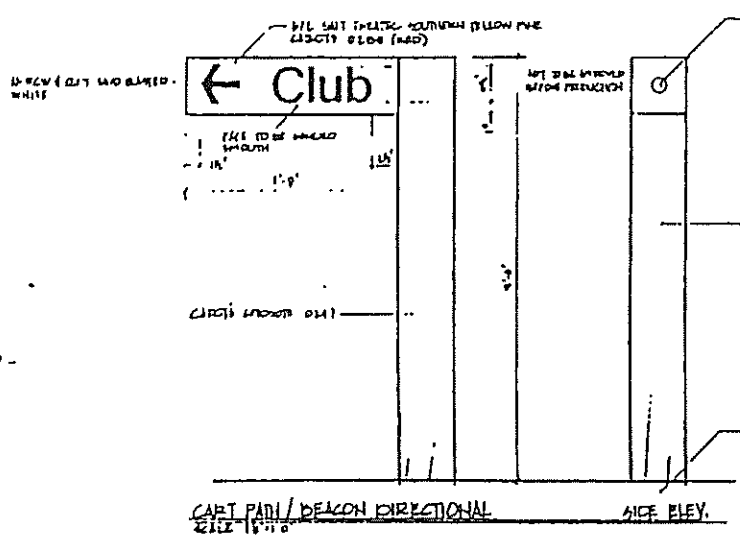
REVIEW DRAWING OF ALL MATERIAL FOR APPROVED SPECIFICATIONS

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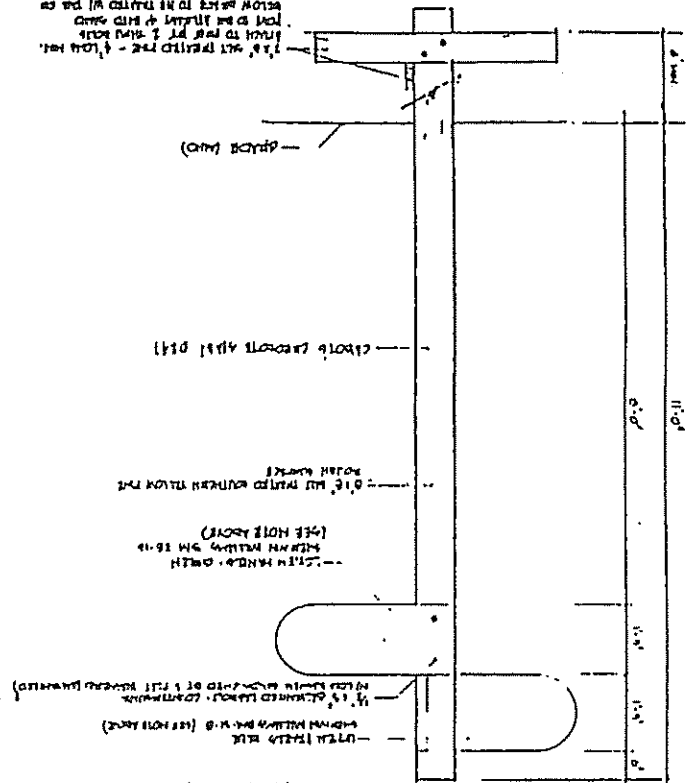
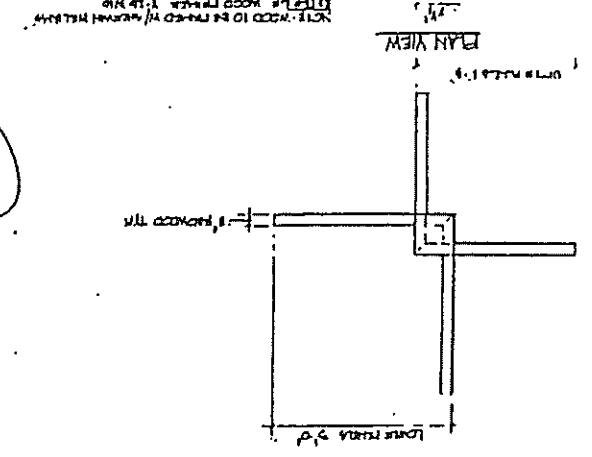
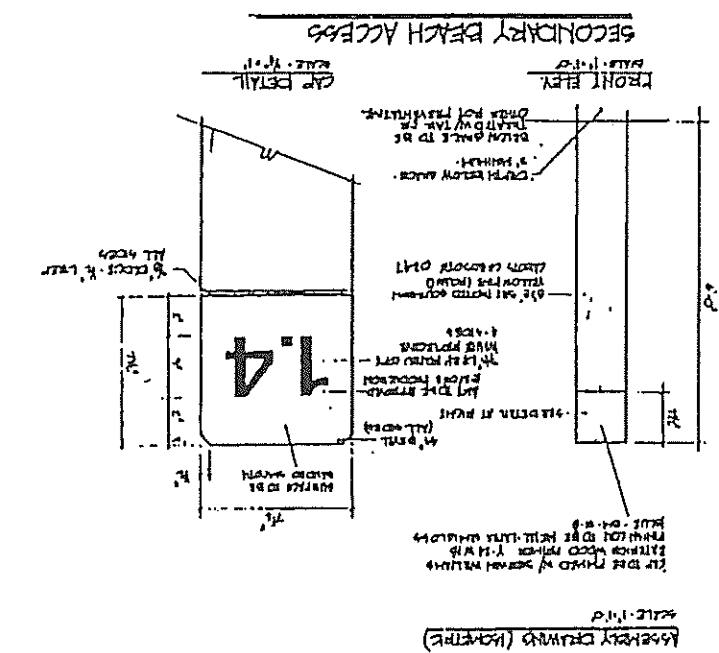
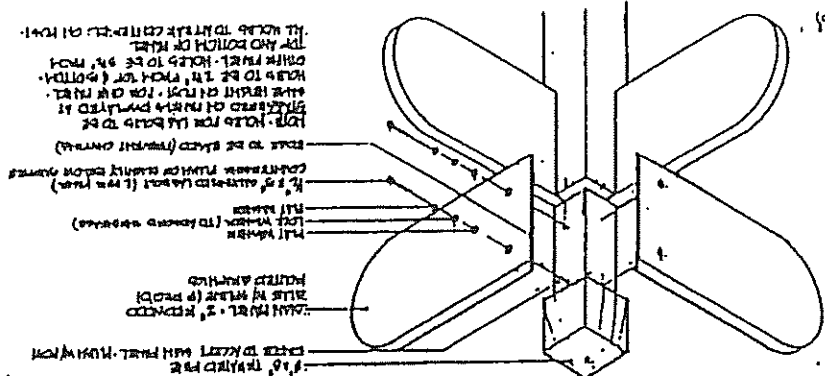
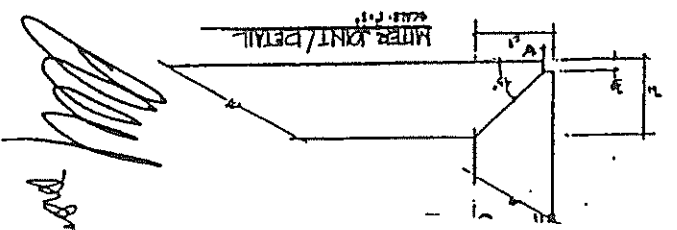
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DESIGN/JOE SONDERMAN, INC. INDUSTRIAL DESIGNERS 1208 ALLEN-NORTH AVENUE CHARLOTTE, N.C. 28204 704-376-0800	
Project No. _____ Sheet No. _____ Date: 12-18-10 Drawn: [Signature]	Description: 15' TALL - 4" DIA. - 1/2" DIA. ROD SIGNAGE: STOP, CAUTION, DIRECTIONAL, STREET REGULATORY / NO PARKING NO STOPPING
Job No. _____ Sheet No. _____ Date: 12-18-10 Drawn: [Signature]	Description: 15' TALL - 4" DIA. - 1/2" DIA. ROD SIGNAGE: STOP, CAUTION, DIRECTIONAL, STREET REGULATORY / NO PARKING NO STOPPING

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Job No. Sheet No. Date: 11-11-80 Dwg. No. 001	This Project: KAWAII ISLAND SIGNAGE PROGRAM PUNAHOU SIGNAGE KALANANAKU SIGNAGE	Designer: DESIGN/JOE SONDERMAN INC. SIGNATURE DESIGNERS 1205 KUHIO AVENUE HONOLULU, HI 96813
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END

Exhibit 13.7: Design Guidelines (Kiawah Island, Freshfields Village, Cassique)

**10.16.2013
(Guidelines attached)**

Any reference to Charleston County in these Design Guidelines shall mean Town of Kiawah Island.

Dear Property Owner:

From the beginning, the goal of the development on Kiawah has been to achieve an uncommon and visually pleasing blend of natural beauty and man-made improvements. Resort activity and active recreational areas have been integrated with the residential development. Although in some instances, residential areas have been planned to be separate and very private.

Kiawah's developers, both past and present, have also implemented a well-researched plan to guide home and homesite development (as well as commercial improvements), which they administer through the Architectural Review Board.

Environmentally sensitive design can best be achieved through a careful, well-thought-out response to the configuration of your homesite, the Lowcountry climate, existing vegetation, and topography of the building site. Research over the years has told us time and time again that Kiawah's most outstanding feature is its natural beauty. The Architectural Review Board is committed to protecting and enhancing this precious asset. Thus, one of our primary objectives is to assist you in your planning efforts, and we stand ready to do so.

These guidelines are intended to serve as your benchmark in the complex, yet rewarding, process of planning a new home. While this document has proven to be a helpful tool in planning homes on Kiawah, it can neither provide all the answers nor guarantee ideal solutions for every situation. Nevertheless, as questions arise concerning your building plans, our staff and the ARB itself will be very pleased to assist you. We encourage you to participate when possible in presentations to the ARB, as they are made by your Architect, Builder, or Landscape Architect.

We hope also that you, your Architect, your Landscape Architect, and your Builder will find these guidelines helpful, and we encourage your questions and comments. If we may be of assistance, please do not hesitate to call on us.

Respectfully,

A handwritten signature in black ink, appearing to read "Amanda McE". The signature is fluid and cursive, with a large initial "A" and "M".

for: The Kiawah Island Architectural Review Board

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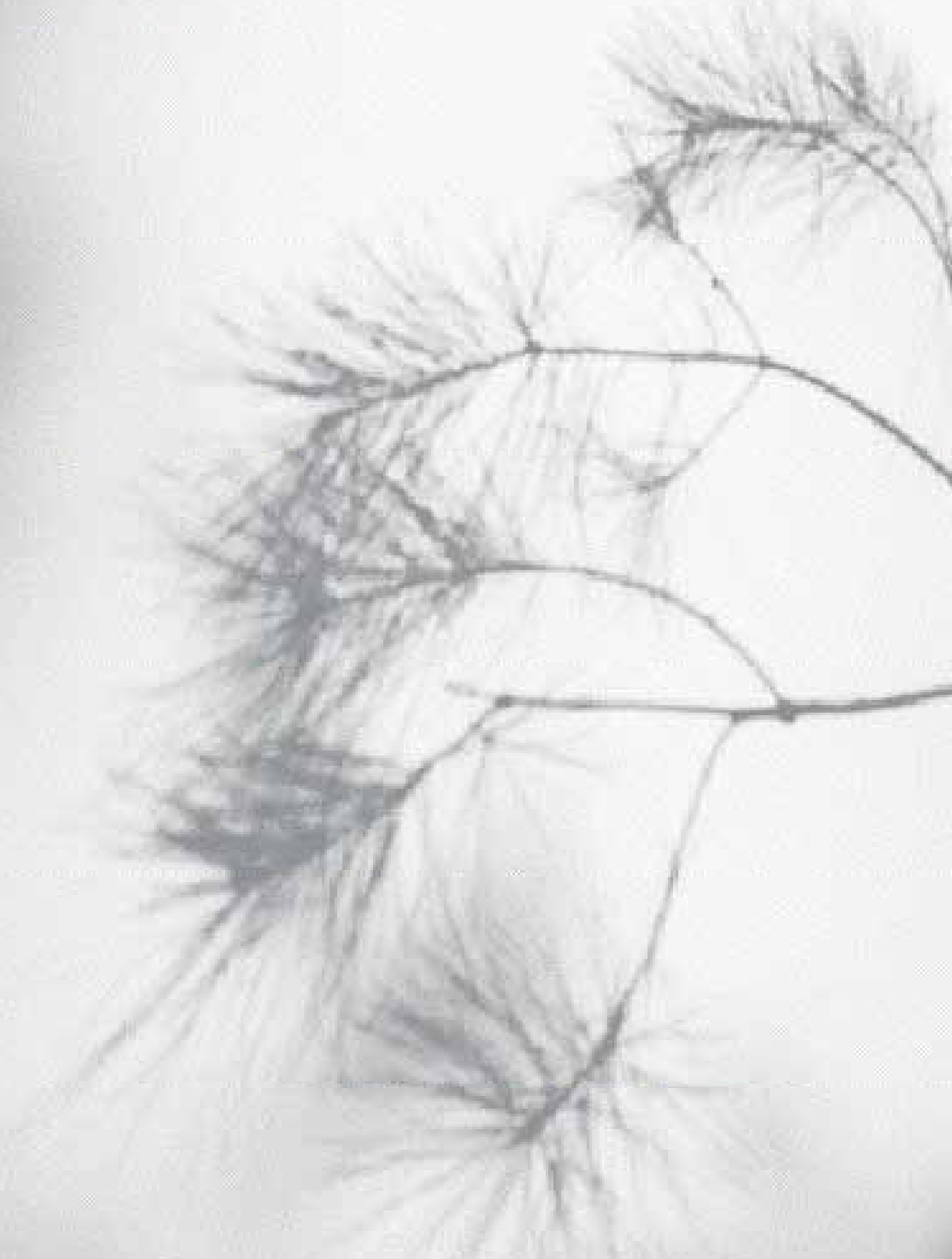
INTENT OF THE GUIDELINES

DESIGN OBJECTIVES OF KIAWAH RESORT ASSOCIATES

Kiawah Island will likely be the last large barrier island on the East Coast to be privately developed. Containing about 10,000 acres, the Island enjoys a moderate climate, breathtaking natural beauty, controlled accessibility, and the professional and financial resources necessary to create both a resort and year-round residential community without compromise or parallel.

Over the years of its stewardship as the Island's developer, Kiawah Resort Associates has been dedicated to preserving a unique and ecologically sensitive community. The architectural design and construction philosophy of the Company maintains that homes should generally be unobtrusive in form and color in order to complement their natural setting. No particular period, style, foreign or geographic influence, or traditional approach is specifically endorsed or discouraged. The chief concern is that the residential community be basically homogeneous with certain areas having more architectural diversity than others.

This philosophy suggests that each home be treated not as an individual creation or architectural entity arbitrarily placed on its site, but rather as a carefully planned addition to the natural setting which embraces the site and becomes one with it. Consequently, design solutions should extend beyond the building walls to include the entire site, varying in design to complement and enhance their natural surroundings. Designs and colors appropriate for the mottled shade of forest areas might be inappropriate for open or unwooded sites. Colors and textures of exterior building materials should be compatible with the light reflecting properties of the natural elements such as tree bark, surrounding trees and shrubs, pine needles, natural grasses, and other vegetation.



FUNCTION OF THE ARCHITECTURAL REVIEW BOARD

The Kiawah Island General Covenants delegate the control of Island development to Kiawah Resort Associates (i.e., the "Company") as successor to Kiawah's initial developer. In September of 1994, the Development Agreement was executed by and between the Company and the Town of Kiawah Island in order to set forth certain agreements, restrictions, and guidelines for the development of Kiawah Island. This initial Agreement was replaced with a New Agreement in October of 2005. The **COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN KIAWAH ISLAND**, Article II, Section 1 reads as follows:

"No building, fence, or other structure shall be erected, placed, or altered nor shall a building permit for such improvement be applied for on any property in Kiawah Island until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structures, drives, and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Company, its successors, or assigns. Refusal of approval of plans, location, or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in exterior appearance of any building or structure shall be made without like approval by the Company...."

Obviously, the Architectural Review Board (ARB) was organized for the purpose of controlling and enhancing Island development. The ARB's composition of members is determined by the Company, which may elect at some future time to delegate full responsibility for Architectural Control to the Kiawah Island Community Association (KICA). At that time, the Architectural Review Board shall be set up as specified in Article VII of the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. The KICA Covenant Compliance Committee currently assists the ARB in detecting infractions of the Covenants.

Architectural Review Board approval and the subsequent issuance of a Kiawah Island Building Permit are the first steps in obtaining the necessary approvals for the construction of a home. Complete sets of construction documents displaying the stamp of approval of the ARB must be used in following all normal procedures administered by Charleston County for obtaining building permits. The County administers the Town of Kiawah Island zoning ordinance on a contract basis. An Encroachment Permit from the KICA Covenant Compliance Committee will also be required.

The South Carolina Department of Health and Environmental Control (DHEC) Office of Ocean and Coastal Resource Management (OCRM) has jurisdiction over some elements of the

building process on Kiawah. The Owner and his Architect are solely responsible for compliance with OCRM rules and regulations that apply to lots that border salt marsh and certain lagoons which are considered "critical areas."

The OCRM also has jurisdiction for structures near primary, oceanfront sand dunes. As a rule, the subdivision of front beach land at Kiawah has been landward of the interim set back line established by the OCRM and the primary dune line, which along its crest demarks the interim baseline established by the OCRM. All properties must comply with the OCRM Storm Water Management Act.

The approval of the ARB relates to the harmony and compatibility of external design and site design optimization. The ARB does not assume liability for structural design, material sufficiency, nor damage to a neighbor's property during or after construction. ARB approval does not constitute any opinion or representation by the ARB that design plans comply with any municipal, state, or federal laws.

PURPOSE OF THE STANDARDS AND GUIDELINES

The Company is granted the power to establish design guidelines through Article II of the General Covenants, which reads as follows:

"The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size, and location of dwellings and other structures, makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and Guidelines which shall be in addition to these covenants."

It is the purpose then of these *Standards and Guidelines* to encourage construction of excellent architectural design that is appropriate to the surroundings and to the special conditions of climate and other environmental factors indigenous to Kiawah. A strong sense of identity should be developed to create an attractive and harmonious addition to the community.

These *Standards and Guidelines* are intended also to assist Kiawah property owners during the design, construction, and improvement of their Kiawah Island residences. The standards are intended to protect the property values of all owners throughout the Island, and the review procedures are intended to provide a systematic review for all construction requiring Architectural Review Board approval. These *Standards and Guidelines* are amended from time to time by the Company as deemed necessary. The ARB will adjust project review to accommodate the dynamic nature of regulations set by other entities with jurisdiction on Kiawah, i.e. building code adoptions and revisions, flood plain requirements, etc.

DESIGN GUIDELINES

DESIGN ENVIRONMENT

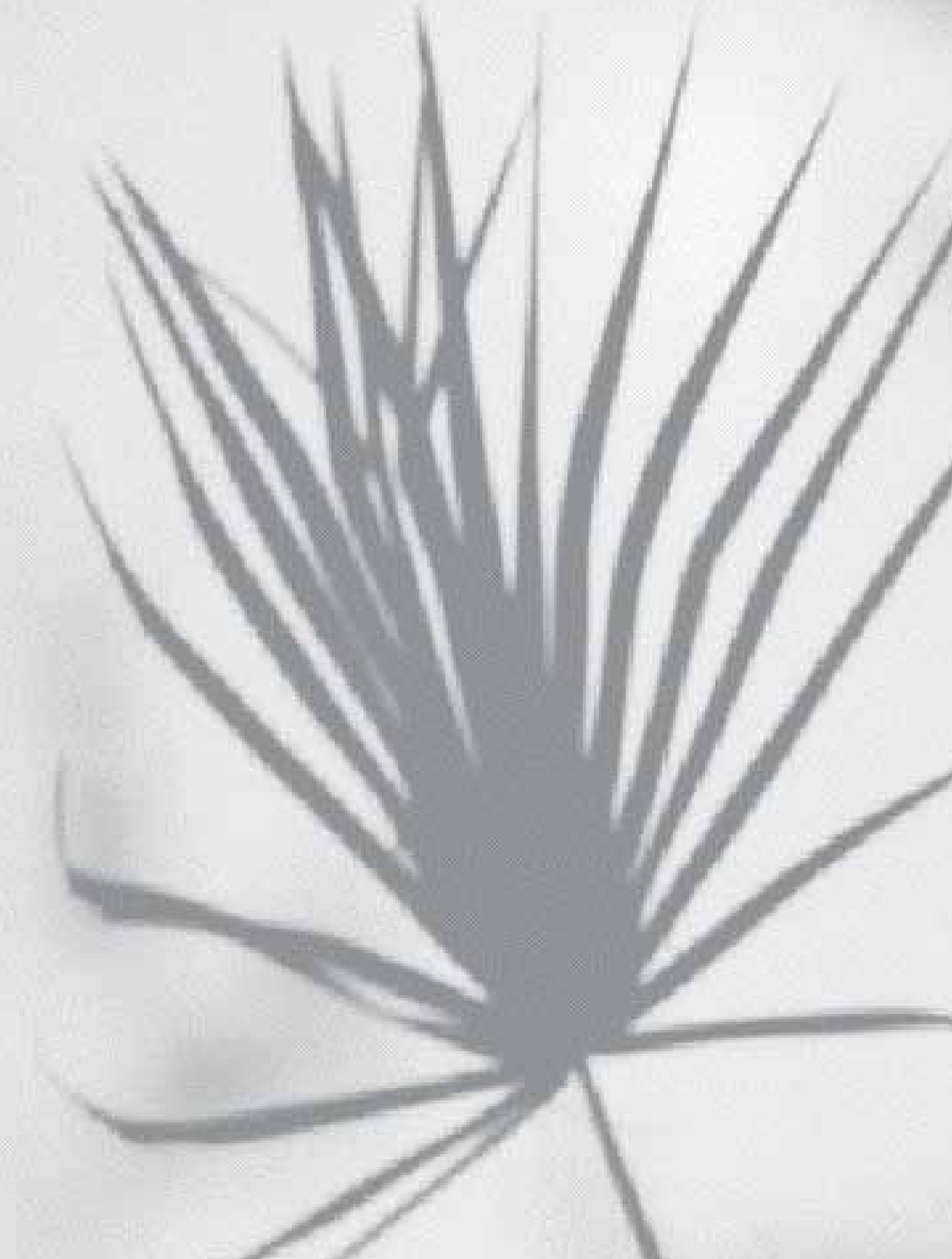
One of the major goals of every architect designing on Kiawah Island should be to integrate harmoniously every man-made structure with its surrounding natural environment. As each building site is unique, it will be necessary for all architects to prepare with a landscape architect a thorough site analysis prior to the design of every project. The ARB will scrutinize closely, while reviewing for approval, the overall design concept and how well it relates to its surrounding environment.

In addition to detailed site data, more general information of the surrounding physical environment must be included. Consideration should be given to prominent and potential views, orientation for privacy from the street, neighbors, golf courses, etc., in addition to the materials, scale, and form of existing homes in the neighborhood. These factors will be very important in blending the proposed design with the existing neighborhood fabric.

The design of each home must also address the prominent climatic characteristics of the Island. The warm temperatures suggest every home have adequate cooling capabilities. Designs should take advantage of the cooling breezes by providing for cross ventilation. With the majority of the days being sunny, there is potential for using passive and active solar systems.

After preparing the site analysis, the uniqueness of each site becomes apparent. Because of this uniqueness, a residential design that was appropriate on one site may not be equally appropriate for another site. Therefore, the repetitive use of residential designs or the purchasing and use of stock plans is inappropriate and will not be accepted.

By following these design guidelines, the minimum Sustainable Sites points to achieve LEED for Homes certification are easily attainable and you are encouraged to pursue accreditation while undergoing the design of your home.



SINGLE FAMILY HOMES

Residential homesites on the Island conveyed to individual buyers are subject to extensive deed restrictions and architectural covenants designed to establish strict control of land use and insure that all residences are attractive in appearance and appropriate to their neighborhood. These restrictions and site analysis data form a basis for the beginning of site development concepts. When developing a site, a concept must be followed in determining site utilization. The best access to the site, as shown in the site analysis, should be the beginning of auto circulation areas including driveways, parking, garages, and turn-arounds. In order to address access requirements that facilitate fire safety and rescue operations, careful evaluation of existing vegetation should occur prior to determination of the proper approach to the site. The functional areas of the home should be related to the most suitable areas of the lot. Particular attention should be given to entry areas, living areas, sleeping areas, and service areas. Resident and visitor circulation patterns should be resolved as well. Often, though not in every instance, driveways entering a collector street will be required to share ingress/egress for a limited distance with the adjoining lot owner.

Successful residential design solutions are those in which it is difficult to distinguish between elements that are a part of the building and those which are a part of the landscape design. Site utilization, interior spaces, exterior spaces, and landscaping concepts should be integrated with the environmental features in the creation of a successful design.

The buildable area of every lot must be delineated to determine the portion of the lot upon which the house may be constructed. This area is sometimes specified by easements and setbacks recorded on the subdivision plat, on specific exhibits attached to recorded deeds or Homeowners' Association Covenants, and in the Development Agreement between the Company and the Town of Kiawah Island (the "Development Agreement"). Any lot line change must receive prior approval from the Company and will require review by the ARB.

All lot combinations on Kiawah Island must first be approved by the Company, and then by the ARB, prior to submittal to the Register of Mesne Conveyance (RMC) office. When applicable, lot combinations must also comply with the Additional Building Standards For Multiple Lot Combinations in the Development Agreement, which regulates lot standards and dwelling unit size based on combined lot size.

During ARB review, setbacks will be determined and existing setbacks may potentially be altered. In particular, side setbacks are likely to be increased depending on the specific circumstance. Reduced massing in areas adjacent to side setbacks and reduced lot coverage may be required as well.

Of note, lots subject to square foot maximums are considered as one property once combined and therefore the maximum is not increased unless specifically addressed by deed or by ARB approval.

1 BUILDING SETBACKS: In the absence of setbacks specified on the subdivision plat and/or the covenants, the typical setbacks required by the ARB are:

- Front or Side Yard adjoining a street..... 25 feet
- Side or Rear Yard adjoining a golf course 30 feet
- Rear Yard adjoining another yard..... 20 feet
- Side Yard adjoining another yard..... 15 feet
- Side or Rear Yard adjoining a lagoon 30 feet
- Side or Rear Yard adjoining a marsh 30 feet
- Rear Yard adjoining an open area..... 20 feet
- Side Yard adjoining an open area 15 feet

Larger, as well as irregular sites, may suggest to the ARB that these setbacks be altered. It is imperative that the owner/architect obtain from the ARB a reading on specific setbacks before proceeding beyond the conceptual stage. Setbacks are dimensioned from the property line or the OCRM "critical line," using whichever is most restrictive.

2 VARIANCES: The building footprint including cantilevered elements, decks, steps, and pools should be located within the buildable area and should not encroach on the setbacks. Rules on setbacks (whether on the subdivision Plat of record or not) are determined by the Company, and slight variances may be permitted by the ARB to save prominent trees, minimize disruption to unusual topographic features, to accommodate an irregularly shaped lot, or when the ARB determines in its sole discretion that a variance is otherwise appropriate to the site. All such determinations are unique to the requested condition and as such are not precedent setting. Such determinations are final and binding on all concerned. If a variance is approved by the ARB, a variance from the Town of Kiawah Island may be required as well. When applying for variances, ample time for accommodation of review requirements from the Town of Kiawah Island Board of Zoning Appeals should be considered. Only variances specifically approved in writing shall be considered granted and valid.

3 ARCHITECTURAL DESIGNS: The architectural design concept for Kiawah Island is that home structures should be generally unobtrusive in form and color in order to complement their natural setting. No particular period styles, foreign or geographic influences, or historical approaches are specifically endorsed or encouraged. Only after extensive site information has been collected and site development concepts have been formulated giving due consideration to neighboring properties, can the building development be considered.

The Company may determine that certain new development areas shall have specific guidelines that are unique to that area. It is important that the Owner and Architect verify the existence of such guidelines with the Architectural Review Board office.

- ④ **BUILDING SIZE:** The recorded Covenants, Contract of Sale, recorded Plat(s), and/or Deed to your lot usually stipulate the minimum and/or maximum square footage that may be contained in a residence built on a lot. The minimum size of the first floor (also sometimes set forth in such documents) may be regulated by the ARB. Building heights shall be determined by the ARB based upon lot location, tree cover, neighboring homes, and other factors affecting the site. Homes shall generally be from one to three stories in height with taller designs to receive approval from the ARB prior to Preliminary Review. Particular attention should be given to the first floor elevation required by Federal flood regulations adopted by the Town of Kiawah Island.

In addition, while maximum building sizes may not be specifically established in your Deed or recorded Covenants, the ARB may, at its discretion, disapprove a submittal that is felt to be inappropriate for the site due to size. The ARB will not approve any submittal that crowds the site and/or is out of context with other structures in the area. In general, designs in which the amount of the site covered by the house, including all decks, walkways, pervious and impervious required driveway elements, pools, and other impervious elements, exceeds 33.00% of the total high ground lot area will be disapproved. Non-primary walkways, boardwalks, patios, and ancillary driveway elements set in a pervious manner do not count as coverage provided the pervious and impervious coverage total does not exceed 40.00% of the total high ground lot area. Higher percentages may be considered for smaller properties, as set forth in the Town's zoning ordinances. Specifically, pervious and impervious coverage not to exceed 50% of the total high ground lot area may be considered for properties less than 8,000 square feet and pervious and impervious coverage not to exceed 40% of the total high ground lot area may be considered for properties less than 12,000 square feet. In the case of flag lots, the entry access or "the pole" of the flag site is not calculated as part of the lot coverage percentage.

- ⑤ **HEIGHT RESTRICTIONS:** Generally, the zoning ordinance from the Town of Kiawah Island influences height restrictions. These maximum heights measured from Base Flood Elevation to the ridge height of the dominant roof form exclusive of minor ancillary elements such as chimneys are as follows:
- 40' for residences in "developed lands"
 - 45' for residences in "undeveloped lands"

These Development Agreement terms as well as "height" and "ground floor level" are found in Definitions. See the Appendix.

The ARB office should always be contacted to confirm height restrictions for individual properties. Heights in certain areas may be further restricted by neighborhood covenants. When maximum height is expressed by height range, the ridge height of the dominant roof form may not exceed the upper number of the range, or the average height of the

dominant roof form should not exceed the lower number of the range, whichever is more restrictive. When measured from minimum finished floor level, an allowance of 28 inches above Base Flood should be used to determine the minimum distance, or the actual finished floor level, whichever is more restrictive. When measured from natural grade, the mean grade of the site prior to development should be used.

6 BUILDING FORM: The eventual building form of every residence should be a carefully planned addition to the natural setting and embrace its site. Building shapes should provide interest and be compatible with neighbors. Large homes can be made to appear smaller and small homes to appear larger by the manipulation of shapes and forms, and by the effective use of decks, carports, garages, and screened porches. The roof-scape of each home should complement the design of the home, the natural surroundings, and neighboring designs.

7 ARTICULATION: The aesthetic appearance of a residence obviously depends greatly upon the articulation of the siding, roofing, details, fenestration, walls, and fences. Windows should be selected and located to provide for views, light, privacy, and natural ventilation. Fenestration must be compatible with the architecture of the home and detailed with true mullions where divisions are proposed. Decorative glass for windows and doors is generally discouraged. Details and elevations must be submitted for review if decorative glass is proposed.

Walls, fences, and screens should be used to provide privacy, enclose service areas and HVAC units, and to reduce the scale of large masses. Trash enclosures should comply with Town of Kiawah Island and KICA regulations. Details at the soffit, fascia, base, corners, windows, and decks should have common elements that help unify the appearance. Chimney hoods or pots are required to screen flue caps and/or spark arresters. Venting or louvers at foundations and gables should be detailed using substantial materials that indicate form and depth. Skylights and light tubes are rarely approved. When allowed, skylights and light tubes must be tinted to avoid nighttime "glow," and may only be located where not directly visible from neighboring properties or primary view corridors. Shutters should be consistent from elevation to elevation as applicable and must appear operational. Decks and stairs must have either louvers or lattice underneath. Porch columns should be proportionally consistent with the design style of the home. Columns greater than one story in height are generally considered inconsistent with the architectural context of the Island. Solar panels may be incorporated into the roofscape or installed on an ancillary structure provided views are screened from neighboring properties. Solar panels may not be rack mounted unless integrated into the roof design using roof wells or parapets. External piping is not permitted. Finials must be approved in advance of installation.

8 MATERIALS AND COLORS: All exterior materials and colors should complement the surrounding environment. Color samples for new construction and restaining of existing buildings shall be presented to the ARB in the form of color samples onsite for approval in advance of painting or staining. Siding should have a matte finish. The use of garish and/or overly bright colors is uniformly prohibited. To encourage blending with natural vegetation, the ARB Value Finder should be used to gauge acceptable ranges of color value. The lightest acceptable value for stucco and wood siding is a 3. Concrete faux clapboard or shingle siding must be at least a 5 and trim must be at least a 1, with a difference of 3 or less in value between siding and trim colors.. Unless otherwise approved in writing, corner trim elements and bay window projections are to be stained the same as the body color of the home. Bandboarding may be either the body color or foundation color as most appropriate. Trim color is usually applied to bandboarding only at porch locations or in very limited situations deemed appropriate by the ARB. Trim color should be applied to windows, fascia, soffits, columns, balustrades, and pedestrian doors only. Downspout and gutter colors must match the surface to which they are attached except when copper. Garage doors and garage door trim should be the color of the foundation or fabricated of a high quality wood stained a dark color. Garage door trim may be the trim color only if the design of the garage doors is fully integrated with the architecture. Sufficiency of integration must be determined in writing at time of elevation review during the review process. All foundation openings, including garage pedestrian doors and trim, should match the adjacent color or be of a non-contrasting color. Brick foundation homes should have dark colored garage doors. The use of natural woods, stucco, and brick is encouraged while the use of imitation or less than highest quality materials is discouraged. The use of plywood siding is never permitted.

Roofing materials shall be wood shakes, wood shingles, fiberglass shingles, slate, tile or standing seam metal. In case of fiberglass shingles these shall be of a "shake" style, of a minimum weight per square of 260 pounds, and have at least a 40-year warranty. Other roofing materials shall be held to a similar standard of quality. Roof vents and accessories should be located away from the front elevation and painted to match the roof color. Roof pitches are required to be a minimum of 5/12 for functional and aesthetic reasons on dominant roof forms. Lower pitches may be acceptable for secondary roof forms when deemed stylistically appropriate by the ARB.

9 SUPPORT FACILITIES: Circulation patterns should be taken into consideration when designing to avoid conflicts between visitors, service areas, and the like. The Covenants require that every home have an enclosed service area suitable for garbage, bicycles, etc. Electric meters, air-conditioning units, and similar exterior equipment must also be screened from view and shown on elevations. Noise generating exterior equipment including but not limited to chillers, generators, pool equipment, and multiple unit air conditioning stands must also be baffled using both barrier and absorption components. Only

residential grade units may be used. Exterior mounted on-demand hot water heaters are generally discouraged. If allowed, these units must be painted to match the surface to which they are attached and all piping must be screened in a manner integrated with the home's design. Television and radio antennas are not preferred on roofs and should be installed in attics. Personal weather stations and satellite dishes are discouraged in prominent locations. "Yard art" as defined in the Appendix shall be located within the privately used area of a property and screened from neighboring views. Clotheslines are not permissible. See the Appurtenance Guidelines, for additional information.

LANDSCAPE GUIDELINES

Kiawah Island's natural setting offers a unique environment that must be recognized and preserved as a framework for development. The Island's special natural environment is ecologically fragile and is difficult to replace once it has been disturbed. The Guidelines are intended to indicate the seriousness with which we approach alteration of Kiawah's vegetation. These Landscape Guidelines are intended to protect the property values of all owners throughout the Island, as Kiawah's most outstanding feature is its natural beauty.

- ① **EXISTING VEGETATION:** Significant trees and areas of understory growth are essential, natural, and aesthetic resources. They play a critical role in purifying air and water, providing wildlife habitat, enhancing natural drainage, and controlling erosion. These trees and shrubs contribute to the quality of life on Kiawah and are an inseparable part of its historical legacy. Consequently, the Architectural Review Board is most concerned with trees and shrubs and has established these Guidelines to assure their preservation.

The following are a few general guidelines that must be followed regarding existing vegetation:

- a. The removal of any tree or any area of understory growth without the notification of, and permission being granted by, the Architectural Review Board is prohibited. A certified arborist must be used for, and ARB approval obtained prior to, the removal of limbs that are 6" or greater in diameter.
- b. Tree removal required to develop the property (*i.e.*, the building footprint and paved area) may require planting of additional trees as mitigation at the ARB's discretion. See the Tree Replacement Guidelines.
- c. The removal of trees on lots or parcels that have already been developed is discouraged by the ARB. Any such removal without the ARB's approval is prohibited.
- d. Pruning in Sensitive Areas: Lagoon edges, marsh edges, maritime forest, and beachfront areas, contain some of the most sensitive vegetation on the Island. Natural drainage patterns, erosion control, and wildlife habitat may be easily upset by thoughtless overpruning. In addition, certain areas adjacent to marsh edges may be subject to further restrictions imposed in connection with the Storm Water

Management Act. Therefore, the pruning in these areas is prohibited without the ARB's approval. In all cases where such pruning is allowed, it shall be kept to a minimum and conform to existing natural patterns of growth. Pruning should occur after the home has been framed and views are established. Lagoon pruning is reviewed by the KICA Lakes Management department and the ARB.

- e. View corridors may be established from time to time by deed, plat, or other written agreement. Tree removals and pruning within these corridors is permitted following ARB review and approval.
- f. Natural buffers, especially along lot edges, shall be preserved and enhanced. Trees, shrubs, and other understory vegetation should remain dense from ground level up to 10 feet and remain intact within 5 feet of the property line.

Violations of the above guidelines may result in substantial fines and mitigation requirements.

If vegetative mitigation does not thrive after 9 months from installation, replacement is required.

② DESIGN GUIDELINES: These guidelines have been prepared to help define the appropriate site planning and landscaping that should be provided for the residences on Kiawah Island. The basic objectives of a designer preparing site and landscape plans for a home on Kiawah should be:

- a. To minimize the impact of the home on the surrounding natural environment, and to see that the site's existing landscape is preserved in its natural state insofar as possible.
- b. To enhance the built environment and integrate structures into the surrounding natural environment.
- c. To consider both long and short views to and from a project. Certain views should be improved with the addition of selected landscape elements that are appropriate for that purpose.

The completed landscaping should complement the residence and provide continuity between it and the surrounding vegetation. Architects and Landscape Architects should incorporate the existing natural vegetation into their plans and add to it in such a way so as to produce a feeling of "modest cultivation" that "blurs the line" between man-made elements and the natural environment. Ideally, property lines should disappear with the use of continuous landscaping.

The use of flowering trees and shrubs, both perennial and annuals, of soft coloration is encouraged.

The extent and complexity of landscaping will depend upon the unique features offered by the site, the owner's desires, the design of the residence, the nature of existing vegetation, and the configuration of the property.

Care should be used in the selection of plants and flowers for size, tolerance of salt-air environment, and resistance to drought and wildlife. Landscape plans may not indicate the use of

plant species listed on the *Nonnative Invasive Plants of Southern Forests* registry published by the US Department of Agriculture. Because of the rapid drying rate of the sandy soil, it is recommended that irrigation systems be included in landscaping plans to protect the sizable investment of initial landscaping planting. The ARB highly encourages moisture-sensing devices for water conservation. It is critical that the storm drainage system and any applicable easements within the immediate area of the site be integrated into the overall landscape design. Open-loop geothermal systems will not be approved as they may adversely affect the drainage of neighboring properties and are not environmentally sensitive. In general, the ARB discourages the use of insect abatement systems that are not environmentally sensitive.

- 3 GENERAL GUIDELINES:** All landscape plans for new homes and landscape modifications to existing homes must be prepared and stamped by a Landscape Architect licensed to practice in the State of South Carolina.
- a. Tree and topographical surveys are to be dated within twelve (12) months of their submittal to the ARB. Genus and species of trees and major understory vegetation must be indicated.
 - b. The entire site must be planned. If areas are to remain natural they should be indicated as such on the plan.
 - c. Schematic or bubble diagrams may be used for preliminary plans.
 - d. Driveways, parking areas, and visually objectionable elements such as service areas, storage yards, and utilities must be well screened from the street and adjoining lots.

- 4 HARDSCAPE GUIDELINES:**
- a. Each lot is permitted to have only one driveway access from the street. "Straight shot" driveways are greatly discouraged, and will almost never be approved.
 - b. Most Kiawah driveways are paved with either concrete or asphalt; however, in wooded areas, the ARB does not discourage the use of soft pervious material such as gravel, oyster shell, pine straw, or wood chips. The ARB prefers driveway colors that are subdued and natural in tone.
 - c. Dimension standards:
 1. Driveway width should be a minimum of 12' on curves and 10' for straighter drives.
 2. Where the driveway meets the street, the width of the drive should be at least 18' wide. Curved driveways should have no less than a 15' radius. Design of driveways must also meet fire department requirements for access.
 3. Garage backup area edge of pavement should be a minimum of 26' from garage door, offset dimensioned parallel to the home.
 4. Guest parking area must be a minimum depth of 18' and minimum width of 17' (two cars). The maximum width is 20' for two cars; however, these may be placed separately depending on the unique site conditions.
 5. All walkways to the front entrance should be a minimum of 54" wide.
 6. No paved areas may be sited closer than five (5) feet from side or rear property

- lines. A minimum of 36 inches of planting area is to be maintained between the driveway and the home.
- d. In general, the ARB discourages the use of more than two guest parking areas for a standard building lot, although some neighborhood covenants will require additional spaces.
 - e. The site plan should indicate the location of the required conduit under the driveway in the area of the right-of-way.
 - f. The ARB discourages the use of fountains, entry gates, or other "yard art." If approved, the fountain, entry gate, or "yard art" must be included in the lot coverage percentage. When allowed, entry gates or piers must be located within the buildable area and should not have an overall height greater than three (3) feet above the adjacent grade. Significant landscape screening may be required as well.

⑤ SOFTSCAPE GUIDELINES:

a. Trees

1. Each lot after development must contain a minimum number of healthy trees of an approved type. See Tree Replacement Guidelines for calculation formulas and mitigation requirements.
2. Compliance with the tree calculation formulas does not grant the owner the right to clear existing trees without ARB approval.
3. Of the trees shown to be planted on the landscape plan, at least two-thirds must be native species (oaks, magnolias, hickories, palmettos, etc.).
4. All trees required for mitigation must be native species.
5. Landscape plans must show and label species of existing trees that are to remain.
6. The landscape plan must indicate, in chart form, how the proposed plan fulfills the above tree requirements.
7. Live Oaks which are 16" or greater diameter at breast height (dbh), and are within 12' from the foundation, shall require pre-treatment by a certified arborist when construction commences and may require additional treatment at the conclusion of construction, especially if a variance is granted due to the location of the tree.

b. Shrubs

1. 50% of all shrubs installed must be a minimum size of seven gallons. The remaining installed shrubs must be a minimum size of three gallons.
2. The ARB may require larger material (6'-8' in height) to be planted to help soften tall foundations.
3. Foundation plantings are required to be at least half the height of the foundation and must encompass the entire home.
4. Straight-line plantings (hedges) along the property lines are discouraged unless as part of an overall neighborhood landscape concept plan.
5. Planting beds near side property lines are encouraged to blend with adjacent properties in both plant material and design. Native plants such as wax myrtles and hollies are also encouraged along these edges.

6. The use of native or drought tolerant plants is recommended to reduce irrigation needs.
- c. Grass, ground cover, and mulch
1. The ARB generally discourages the use of large expanses of sod.
 2. Areas shown to be grassed must be sodded as opposed to seeded or sprigged.
 3. Areas of sod must be a minimum of 15 feet from lagoon edges.
 4. Roadside right-of-ways that are disturbed during construction must be regraded and sodded so as to provide a continuous grass edge. This includes areas of nearby lots that are damaged during construction.
 5. Ground cover is encouraged in shaded areas where it is difficult to grow grass.
 6. Pine straw or mulch can be used in areas of medium or dense shade. Seasonal color and groundcovers shall also be planted so that there is not an unplanted mulch or pine straw area greater than 100 square feet.
 7. The ARB may require the use of rain sensor gauges on irrigation systems.

It should be noted that approval of a landscape plan is conditional, pending a field review of the in-place installation. At that time, additional landscaping may be required to reduce the visual height of a tall structure, to provide erosion control and additional screening, to correct damage from construction activity, or for other reasons as deemed appropriate by the ARB.

- ⑥ TREE REPLACEMENT GUIDELINES:** All applications for tree removal and replacement received by the Kiawah Island Architectural Review Board (ARB) are subject to the following guidelines:
- a. All specimen oak trees on any residential lot of 3" caliper or greater at dbh and all other trees of 6" caliper or greater dbh, shall be entered on a Tree Survey and submitted to the ARB with site plans.
 - b. The minimum tree requirements for a developed lot is equal to one (1) tree (3" or greater in caliper dbh) per 1,000 square feet of gross lot area (palmetto trees only count as a third of a tree). Popcorn (Tallow) trees may not be included in the count of existing trees on the undeveloped lot, as they are an invasive species and shall be removed during development of the lot.
 - c. Should any such oak or other specimen tree fall within the building envelope approved by the ARB, then the ARB, in its discretion, may require mitigating replacement by way of oaks or other trees of at least 6 (six) inches caliper dbh. The replacement tree preferred shall be native species such as oak, magnolia, palmetto, or hickory. Depending upon the number of trees removed and the landscaping planned by the owner, the requirement of replacement trees may be waived or, in the ARB's discretion, plant material and shrubbery may be substituted where visually appropriate. All oak trees of 24" or greater caliper dbh must be preserved unless the ARB determines there is no reasonable design solution that would save the tree(s). For every oak tree with a caliper of 24" or greater dbh that is removed, the property owner may be required to plant trees for which the sum of calipers that is

equal to or greater than the sum of caliper dbh of the trees removed. Mitigation trees shall measure a minimum of 6 inches in caliper dbh.

- d. Oak trees greater than 6" dbh that are removed outside the building envelope may require mitigation in the ARB's discretion should the ARB permit such removal.
- e. If replacement trees will not "fit" on a lot in the ARB's discretion, the ARB may require location of same in a common, open, or park area of Kiawah.
- f. In exercising its discretion respecting these Tree Replacement Guidelines, the ARB shall take into consideration, among other things, the number and species of trees removed, any hardship to the property owner, the remaining foliage, trees, shrubbery, and other plant species as may exist on a lot and/or as may be proposed to be added by the owner as a part of the landscaping plan, the size, shape, and topography of the lot, the size, species, and value of proposed replacement tree, the neighborhood characteristic including its general topography, foliage, and natural tree canopy, and other relevant factors.

The ARB may consider brief delays in installation due to severe weather conditions that may adversely impact the health of installed material.

PATIO HOMES I & II

Residential lots shown on recorded plats on which a patio wall is designated or subject to the Patio Home Covenants are referred to as "patio lots." Dwelling units constructed on patio lots must be constructed to utilize a patio wall as designated or prescribed on the plat. The patio house emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes.

Setback restrictions and easement areas are briefly outlined below:

① BUILDING SETBACKS AND EASEMENTS:

Patio Homes I	Patio Homes II
Zero Lot Line..... 3' Setback to Patio Wall	Zero Lot Line..... 3' Setback to Patio Wall
Adjoining Zero Lot Line..... 7' Easement	Adjoining Zero Lot Line..... 12' Easement
Front..... 20' Easement	Front..... 25' Easement
Wooded Area..... 10' Easement	Wooded Area..... 15' Easement
Wooded Area..... 10' Easement (rear)	Wooded Area..... 15' Easement (rear)
Golf Course..... 30' Easement (rear)	Golf Course..... 30' Easement (rear)
Lagoon 30' Easement (rear)	Lagoon 30' Easement (rear)
Marsh 30' Easement (rear)	Marsh 30' Easement (rear)

The area included within these setbacks is the "buildable area." All enclosed dwelling areas of the Patio Home must be contained within the "buildable area."

The main architectural element of every patio home will be the patio wall. The design criteria for the patio wall will require more imaginative thinking than simply a straight wall or fence. Architects are encouraged to optimize the "private garden-court" character of the patio home where the wall enclosure is employed to provide privacy and obtain a maximum utilization of living space.

Site utilization of patio lots is a particular challenge to architects. Interior spaces should be arranged in such a manner as to allow them to flow into private outdoor spaces. The patio wall must be solid with no openings allowing for potential views to neighboring lots.

In keeping with the concept of a patio home, side yards should be treated as outdoor living extensions of the house itself, and not simply as storage or unusable space typical of traditional side yards. When lots do not adjoin a golf course, lagoon, or marsh, a rear-enclosing wall may extend to and along the rear property line irrespective of the setback requirement to allow the owner maximum use of his property.

An integral part of the development of patio lots is a landscape concept that complements the architectural design. Adequate landscaping must be used to “furnish” the outdoor living spaces and to anchor the home and patio wall within the natural surroundings. Thus, the conceptual landscaping plan must be included with the architectural design of the building and the patio wall.

- ② **ARCHITECTURAL DESIGN:** Residential lots shown on recorded plats and designated in deeds and recorded covenants as “patio lots” shall be used for the construction of patio homes. Patio homes must be designed to utilize a patio wall to enclose the portions of the lot used for private outdoor living activity.

Patio homes are to be designed using the existing natural lot features. They are not intended to be normal single-family homes on a small lot without windows in one wall. The side yard, traditionally not private in most homes, is the most private area of a patio lot and should be incorporated into the design of the residence.

- ③ **PATIO WALL:** The patio wall shall be constructed simultaneously with a patio home and shall be located so that the exterior of the same is three (3) feet inside of and parallel to the designated lot lines on the recorded subdivision plat. The wall may be located elsewhere on the lot with ARB approval. Also, two owners of adjacent lots may, with approval, construct a common party wall provided it meets the requirements of all applicable building codes as to height and fire rating.

A patio wall should not be merely a fence. Its purpose is to enclose outdoor space for use as an extension of the living area. Patio walls on the front shall not end abruptly, but should turn to form a service or entry court, or connect to the adjacent patio wall. Walls on the rear may not necessarily turn if they would block views. Each patio home design must include a wall connecting to the adjacent patio wall near the front of the lot to provide continuity in the streetscape.

The patio wall must be 6 to 8 feet in height above the natural grade and/or adjacent floor level. The length of the wall must extend to within 10 feet of the front and rear property lines (unless other setbacks are appropriate) and may extend the entire length of the lot. A higher wing wall will also be required when second story windows provide views in the adjoining lots. The patio wall should be constructed of materials that blend with the home. Variety is encouraged in use of materials, design, detailing, and textures.

- ④ **SIZE:** The size of the enclosed dwelling area of all patio homes is usually defined in the Deed Covenants. Except in rare circumstances, the first floor of a patio home may not occupy in excess of 40.00% of the entire area of the patio lot. To maintain the scale of patio home neighborhoods, height will be restricted to two (2) floors of enclosed living space. The impervious lot coverage percentage is limited to 50.00% of the high ground area of the patio lot.

- ⑤ **FORM:** The form of a patio home must relate to the existing natural features, to the desire of attaining indoor/outdoor living spaces, and to neighboring patio homes. Generally, the mass of a patio home will be broken down into smaller elements allowing for the interplay of patios, decks, screened porches, and courtyards. The roofscape must relate to the tree cover and neighboring homes and may be extended to cover a garage or carport.
- ⑥ **ARTICULATION:** The design articulation of a patio home determines the usability and enjoyment of the residence as well as the exterior appearance. Living space should be arranged to preserve existing natural features and to allow indoor space to open out into courtyards, patios, and decks. The fenestration should be designed to optimize the use of the surrounding private exterior space as well as providing for views, natural light, and ventilation. In developing the patio home concept, the articulation of walls, fences, and screens should be used to continue the concept of the house throughout the lot. Complementing details should be used throughout the design to ensure architectural compatibility.
- ⑦ **MATERIALS AND COLORS:** As with all homes on the Island, the exterior materials and colors should be selected to blend with the natural surroundings. Garish and overly bright colors are uniformly prohibited. Generally, exterior materials of wood and stucco are appropriate. Brick may be used but is usually approved only as a minor material, (*i.e.* foundations or a chimney). A variety of materials should be used on patio homes and walls to prevent a monotonous appearance. Colors should reflect the location, taking into consideration whether the site is open or heavily wooded. Roofing materials and pitches are the same as those required for single-family homes.
- ⑧ **SUPPORT FACILITIES:** Because of the compact size of the lot, the careful location of the support facilities for patio homes is critical. An adequately enclosed service yard is required by the Covenants and should be accessible from the kitchen and parking area. Two parking spaces shall be provided on the property, which are allowed in the twenty (20) foot setback. The parking area should be disguised, if possible, with a carport, walls, or preferably, bermed landscaping. A separate trash and garbage enclosure must be included if not provided in the service yard. Air conditioning units and electric meters must be screened from view and may not be placed on the back of the patio wall. Television and radio antennas may not be exposed, but must be installed in attic spaces. Satellite dish locations must be approved by the ARB prior to installation.
- ⑨ **APPURTENANCES:** Due to the close-knit fabric of patio neighborhoods, appurtenances must be designed with not only the owners' needs in mind, but the adjoining properties as well. Mailboxes must conform to the Graphic Controls included in the Appendix and should be located to complement the landscape design. The dimensioned location and construction details on all swimming pools shall be submitted to the ARB for approval.

Noise factors and disturbances of neighbors will determine the positioning of game and play structures that shall be submitted on final landscape plans. The use and selection of exterior lighting should enhance the aesthetic appearance with consideration given to neighbors and nearby traffic. All docks and bridges extending into or crossing over natural or man-made bodies of water require ARB, and possibly Town, approval, and if along golf courses, golf course owner approval. See the Appurtenance Guidelines for additional information.

- ⑩ LANDSCAPING:** All landscape plans submitted to the ARB must be prepared by a South Carolina registered Landscape Architect. The landscape design of a patio lot must be an integral part of the design of the patio home. In a successful patio home, it should be difficult to distinguish between the building elements and the landscape elements. Walls, fences, and screens should be used to design exterior spaces. Plants should be used to furnish these spaces and enhance the home's appearance. When selecting trees, shrubs, and groundcover, attention should be given to texture, scale, adaptability, and resistance to drought and wildlife. Due to the rapid drying rate of the sandy soil, the provision of an irrigation system is strongly recommended to protect the owner's considerable investment of initial landscape installation. Drip irrigation is encouraged in non-sodded areas. This system will also reduce maintenance and improve the appearance of the yard. The storm drainage system in the immediate area of the site must be integrated into the overall landscaping plan by the Architect. Down lights, up lights, stair lights, and low voltage lights are all used in landscape designs for accent, safety, and appearance. The use of exposed, non-hooded spotlights are prohibited. See the Landscape Guidelines for current requirements prior to planning landscape updates to your property.

EXISTING HOMES GUIDELINES

The primary purpose of the Covenants and Guidelines is to foster the creation of a community which is aesthetically pleasing and functionally convenient for all residents and visitors. These restrictions governing proposed homes, homes under construction, and existing homes require every home on the Island to be maintained in a manner conforming to these Guidelines.

- ① IMPROVEMENTS:** No alteration, including constructive maintenance, painting, staining or reroofing, affecting the exterior appearance of any building, structure, or landscape shall be made without prior approval of the ARB. A request for approval must be submitted to the ARB including the review fee, a completed Improvement Review Form, all drawings necessary to define the proposed improvement, color samples, and site stake-out. When approved, a Kiawah Island Building Permit must be issued prior to commencement of any clearing, material delivery, painting, or construction.

② LANDSCAPING: Every property owner is responsible for preventing the development of any unclean, unsightly, or unkempt conditions of buildings or yards, which shall reduce the beauty of the neighborhood as a whole or the specific area. Formally landscaped bed and lawn areas must be maintained and screened from other properties. Return of such areas to a native state must be reviewed as a landscape change. For larger properties, or landscaping of a lot owned adjacently, formal landscaping should be limited to the buildable area and may not exceed 40% of the property. Any proposed changes in landscaping such as fences, fountains, lighting, game structures, drives, walks, landscape structures, and statuary must be approved by the ARB. The modification of an existing landscape requires a landscape plan prepared and stamped by a SC licensed Landscape Architect. The addition of plants to an existing landscape may be performed by either a Landscape Architect or Landscape Designer. Every property owner is required to replace significant trees that die due to natural causes to ensure that the required number of trees per lot is maintained. A deposit for tree removal will be required when mitigation is deemed necessary. Thinning of pines may be allowed following review and approval. See the Landscape Guidelines for current requirements prior to planning landscape updates to your property.

③ TREE REMOVAL: Generally tree removal for existing homes will not be approved unless the tree is diseased, damaged, or a threat to the home. Any tree that is approved for removal will generally require mitigation with native hardwoods. An extension for installation may be requested in order to accommodate an appropriate planting season. See the Vegetation Removal Request Form for additional information. Thinning of pines may be allowed following review and approval. See Tree Replacement Guidelines.

APPURTENANCE GUIDELINES

All exterior alterations and improvements to a homesite or commercial property require prior approval from the ARB. The proposed building of a dock or bridge into or across any natural or man-made water body must receive prior approval from the ARB, and if located on any golf course body of water, approval of the golf course owner. Exterior lighting requires ARB approval, and must be installed so as not to disturb either neighbors or nearby traffic. Front beach homes are not permitted to have exterior lights that shine directly toward the beach as these interfere with the Loggerhead Turtle migrations. In addition, OCRM has regulations and should be consulted. The construction of landscape, game, and play structures as well as swimming pools and tennis courts are considered improvements and must be submitted to the ARB. The approval of such structures generally depends upon their location, appearance, and related landscaping. The following are specific guidelines for the design or alteration of appurtenances.

① **MAILBOXES:** Each home is required to have a typical Kiawah mailbox with the appropriate lot number or assigned street number routed in the cross piece. The owner's name may be applied to the side of the mailbox per an approved design detail. The design, color, construction, and installation of every mailbox is required to conform to Kiawah Island Graphic Controls for Mailboxes included in the Appendix.

② **SIGNAGE:** The use of any sign, including those for the purpose of identification, renting, or selling of a property, is prohibited. Single-family homes may be identified only by the graphics included on the mailbox as specified by the Graphic Controls included in the Appendix. Owners' names, house names, and lot numbers shall not be placed on the front of homes or on signs placed on lots. Limited temporary signage for golf tournaments or other Island events must be approved in advance and removed within 24 hours of the event's conclusion.

③ **BOATS AND CAMPERS:** The storage of boats and campers in yards or driveways is prohibited. They are required to be stored out of sight in garages or below houses. Kiawah Island Security and/or the KICA may be contacted for information regarding leasing of space in the storage yard owned by the Company.

④ **EXTERIOR LIGHTING:** All exterior lighting shall be installed so as not to disturb Neighbors or impair vision of traffic on nearby streets. Lighting on front beach Homes must be carefully selected so as not to interfere with the Loggerhead Turtles during nesting season. Lights may not shine directly toward the beach as these disorient the newly hatched turtles. Additional guidelines are as follows:

- a. Landscape plans must indicate all proposed exterior landscape lighting. The use of exposed, non-hooded spotlights will not be approved. Low voltage, high quality metal fixtures are encouraged.
- b. Exterior lighting should be limited to areas where there will be pedestrian movement and should be extinguished when not in use.
- c. Lighting within street rights-of-way is not allowed.
- d. The source of exterior lights should not be visible from property lines or streets.
- e. Floodlights are almost never permitted. A maximum number of two floodlights, or similar types of lighting attached to soffits and fascias, when allowed, must be hooded, low voltage, and approved in advance.
- f. Exterior lighting towards or near the marsh is strongly discouraged. Only dim path lighting shall be allowed in these sensitive areas.
- g. Up-lighting and/or landscape lighting is intended to accent a truly unique or special natural feature. This type of lighting may be allowed at the discretion of the ARB.

Because each design and site is unique, lighting plans will be evaluated based on the unique characteristics of the site. The ARB has discretion to disallow plans that introduce excessive lighting into the landscape.

- 5 BEACH BOARDWALKS:** Construction of new or alteration of existing boardwalks must be approved by the ARB. The dune area along the beach serves as a trail system for the island wildlife and evolves constantly. Therefore, all boardwalks must be designed so as not to impede the circulation of wildlife or the natural progression of the dunes.

The boardwalk should be maintained at a level near the existing grade, allowing one-foot clearance between the bottom of the structure and the top of the dune on all private property and within the KICA conservation zone. Handrails are discouraged except when crossing wetlands or as required by building codes. Depending on the unique characteristics of each site, a small deck measuring 12' – 0" by 12' – 0" maximum may be allowed landward of the property line, and a low bench without a seat back may be located on the deck. The deck must be sited within a natural valley of the dunes and will require landscape screening using indigenous plants. Some building sites may be configured such that no seating area is permitted. Any storage must be integral to the design of the bench and deck.

Boardwalk lighting may consist only of low profile shielded luminaries and shall be positioned so that the beach is not illuminated. These lights shall be turned off after 9:00 pm during the period of May 15 to October 31 of each year, so as not to interfere with turtle nesting. Speakers for music or television shall not be installed on boardwalks.

All decks and boardwalks must be staked out, maintaining a three (3) foot setback from all property lines, before review by the ARB. Boardwalks should follow a natural path through vegetation and across the dunes, avoiding dune crests where possible. Clearing for stake out, construction, or views may not occur without prior onsite approval of an ARB representative.

- 6 FENCING:** All fencing designs must receive ARB approval and a permit is required prior to installation. Fences shall not exceed five (5) feet in height and are required to be heavily screened with continuous landscaping. In order to allow for landscaping, fences are not permitted within ten (10) feet of property lines. Fences shall not encompass a yard in entirety, as this prohibits the blending of landscaping with neighboring properties. Minimal fencing approved for security and liability issues must adhere to the previous guidelines.

- 7 SATELLITE DISHES:** Satellite dish placement requires ARB notification. A 20" diameter or less satellite dish, or 1 meter if required by FCC regulations, may be placed on the roof of a home provided it is not visible from the street and is properly screened from adjoining property. If ground placement is necessary, locate in areas least obtrusive to viewing from streets or adjoining property. The dish must be painted a color that will blend with the surrounding roof or screening.

- 8 PLAY STRUCTURES, BASKETBALL GOALS, ETC:** All play structures, basketball goals, putting greens, and related objects must be approved by the ARB prior to installation. Synthetic

turf is an allowed material for putting greens, provided that the specific material approved and the area is minimal in size, a minimum of 10' from property lines, and heavily screened with landscaping. The ARB will require that the objects be painted to blend with the surrounding environment and may require additional plantings to screen objects from neighboring views.

- 9 STORM PROTECTION:** Installation of storm protection systems for doors and windows requires review and approval by the ARB. All elements of the system must match in color the surface to which they are attached and should integrate with the architecture of the home. The ARB encourages the use of removable panels and hinged shutters, where applicable. Storm protection systems may only be utilized when the Island is in imminent danger due to the issue of a hurricane warning by the National Weather Service. Systems must be removed or disengaged immediately after the warning is removed and may not be used as a means of securing property during homeowner absences.
- 10 DOCKS AND BULKHEADS:** Installation and improvement of all docks and bulkheads require prior ARB approval. Dock structures and bulkheads should be fabricated with natural and blending materials; however, aluminum gangways are allowable when rails and other accouterments are painted dark brown. Lighting should be limited to pedestrian movement and extinguished when not in use. Lifts, when allowed, should be minimal in size and non-obtrusive in form, with a maximum of 2 piles. Landscape solutions shall be required to mitigate exposure of bulkheads from marsh views and adjoining bulkheads should always be consistent in design and materials. The ARB may consider other methods of erosion control that are natural in appearance. Please reference page 5 for additional information.
- 11 POOLS:** Pool installation and/or modification require ARB approval and must be performed by a licensed pool contractor. The pool cavity and decking must be entirely within the buildable area and are included in lot coverage calculations. At grade decking must be at least ten feet from the property line. The color of any pool component visible from adjacent properties must be approved. Saltwater conversion is very strongly encouraged, as traditionally chlorinated discharge into the Island's storm water system will adversely affect the environment.

COMMERCIAL STRUCTURES

The design requirements for commercial housing shall be similar in intent to those for single-family homes.

Emphasis should be placed on architectural compatibility with neighboring properties and the Island as a whole. Contact the Town of Kiawah Island for specific height, setback, and size requirements, especially as these vary between categories of commercial structures.

MULTI-FAMILY HOMES

The design requirements for multi-family housing shall be similar in intent to those for single-family homes. Emphasis should be placed on architectural compatibility with neighboring properties and the Island as a whole. Contact the Town of Kiawah Island for specific height, setback, and size requirements.

REVIEW PROCESS

EXPLANATION OF THE PROCESS

The Architectural Review Board (ARB) exists to review all building, remodeling, and/or alteration activity proposed on Kiawah Island and to encourage high quality architectural design and characteristics appropriate to the surroundings, the special conditions of climate, and other environmental factors indigenous to the area.

This review process has been organized to establish a systematic and uniform review of proposed residential or commercial construction. Required drawings and submittal forms **must receive** Conceptual and Preliminary Approval before submission for Final Approval. All submittals to the ARB for construction must be made by an Architect registered in the State of South Carolina. Architects must also have a Town of Kiawah Island business license.

Architects should strive to develop a strong sense of identity within a framework of visual continuity so as to create an attractive and harmonious addition to the community. It is not the intention of this ARB to stifle creativity in producing a strong identity provided the design conforms to the Covenants and these Guidelines. However, through its Review procedures, the ARB may disapprove any proposed construction on purely aesthetic grounds where, in its sole judgment, such action is required to protect the enduring natural beauty and attractiveness of an area.

Aesthetic issues may include, but are not limited to neighborhood compatibility, site relationships, and design consistency. Neighborhood characteristics will be considered during the review of the proposed building's materials, style, colors, mass, height, and square footage. The existing vegetation, tree canopy, tree root systems, drainage, and grading will be considered during the review of building mass and drainage. Window style, pattern and proportion, detailing, and overall proportion will be reviewed for consistency with the proposed architectural style.



The Company employs an ARB Staff to assist Owners, Architects, and Contractors during the design and construction of homes. The ARB Staff is available to promptly reply to questions concerning design and construction guidelines. The ARB Staff will preview every project before Conceptual, Preliminary, and Final Review. They will also review the lot stake out and the submission of acceptable working drawings, specifications, landscaping plan, and color samples.

The project will not, however, be presented to the ARB for review until all of these items have been addressed. No site clearing, material deliveries, or construction may begin without first obtaining a Kiawah Island Building Permit from the ARB. A permit may be issued only after Final Approval is granted by the ARB, and the approved job sign has been ordered. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by the Charleston County Building Department and/or the Town of Kiawah Island must be followed as well. If construction of an approved structure has not commenced within six (6) months of its approval, resubmittal to the ARB will be required.

The ARB generally meets the first and third Wednesday of every month, or more often if the caseload dictates. Conceptual submittals should be received by the ARB no later than noon on the Wednesday prior to the meeting. Preliminary and Final submittals are due by noon on the Friday before the meeting. To be considered, submittals shall be accompanied by the appropriate Architectural Review Board Form, completed in full. Any review fees due must also be paid in full for a submittal to receive consideration. All requirements shall be completed, or the ARB may refuse to review a submittal. The ARB encourages personal presentations of submittals by Architects and Owners. Design approval is valid for six (6) months.

SITE ANALYSIS

The Property Owner, Architect, and Landscape Architect are required to attend a Site Analysis Meeting with an ARB representative prior to beginning the Review Process. The purpose of this meeting is to familiarize attendees with the proposed homesite, to evaluate the health and location of specimen trees, other vegetation, and existing topography, and to increase the homeowners' and design teams' awareness of ARB issues. This information should be represented graphically and sealed by the Landscape Architect on the following Site Analysis Drawings.

- ① **TOPOGRAPHICAL AND TREE SURVEY:** One of the first steps in preparing a site analysis is obtaining a Topographical and Tree Survey for the property from a South Carolina Registered Land Surveyor. The survey must be dated within twelve (12) months of its

submittal. This survey must be at 1/8" = 1'- 0" or 1" = 10'- 0" scale and is required to show the legal description of the property, including the following:

- a. Recorded property lines, easements, and setbacks.
- b. The topographical contours of the lot.
- c. The location, genus, and species of all oak trees over 3" caliper dbh and other trees in excess of 6" caliper dbh.
- d. Any prominent natural features of the site.
- e. Adjacent residences with roof heights from MSL, garages, and driveways.
- f. Current OCRM critical lines.
- g. Utility locations.

The accuracy of the survey is extremely important as this will eventually influence the design of the residence. Minor inaccuracies in the survey can often lead to significant delays and/or increased project budget if not addressed promptly. Surveyor error cannot be considered "hardship" that supports a variance.

② EXISTING SITE CONDITIONS: The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to the following:

- a. Oak trees 24" caliper dbh or greater highlighted in red.
- b. Hardwood trees 12" caliper dbh or greater highlighted in green.
- c. Areas and characteristics of natural vegetation or dense understory, including special or unusual site features.
- d. Existing oak canopy delineated.
- e. Locations of diseased or damaged trees.
- f. Locations of trees restricted from removal with respective ground area delineated by shading or hatching (see Tree Replacement Guidelines for criteria).
- g. Existing drainage patterns.
- h. Sun movement analysis and breeze directions.

③ PROPOSED SITE DEVELOPMENT: The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to the following:

- a. View orientation.
- b. Major features on adjacent properties within 50' of property line.
- c. Building, pool, and decking locations with approximate square footage requirements.
- d. Site access.
- e. Areas requiring minimal or maximal privacy.
- f. Potential variances should be clearly and specifically addressed in writing and highlighted on drawings.

All variances must be brought to the attention of the ARB during the review process and cannot be approved after construction begins. Only variances specifically approved in writing shall be considered granted and valid.

A Variance Request Form must be submitted in addition to the standard review forms if you are seeking a variance for your project.

An important step is conveying to the ARB the appropriateness of how the design evolved from the site analysis. Thus, it is critical that all pertinent site data gathered be presented to the ARB representative 24 hours prior to the Site Analysis Meeting. The Meeting shall be re-scheduled if the data is not received in a timely manner.

Larger size homes may require upgrades to existing water and sewer systems. Contact Kiawah Island Utility (KIU) to confirm line sizes.

CONCEPTUAL REVIEW

As early as the Owner and Architect are able to identify design objectives, nine (9) sets of Conceptual plans should be submitted for review. These plans must be 11" x 17" in size and should consist of tentative drawings that reflect the general form, spatial relations, materials, articulation, and circulation patterns. Active involvement by the Landscape Architect is required during the initial layout of site plans.

Schematic sketches, dimensioned drawings, models, and perspectives are most appropriate for conceptual submittals. Regardless of what form of presentation is used, all conceptual submittals must contain **nine (9) bound, 11"x 17" copies** of the following:

- ① **COMPLETED CONCEPTUAL REVIEW FORM:** After review, the ARB will either grant Conceptual Approval or provide reasons for the rejection of the submittal and normally will offer suggestions for improvement. If the conceptual drawings are substantially changed, either by request of the ARB or desire of the owner, they must be resubmitted and receive Conceptual Approval before proceeding for Preliminary Approval. A Conceptual Approval is valid for six (6) months from date of approval. All necessary forms are provided in the Appendix.

- ② **DIMENSIONED SITE PLAN:** The site plan shall be drawn at a scale of 1" = 20'- 0" and shall show the roof plan of the house and dimensions demonstrating conformity with all required easements and setbacks. Surveyed trees, both those to be preserved and those to be removed, must be indicated. Driveways and walks must be located along with the proposed service yard, HVAC units or closed-loop geothermal fields, and electric meter. Driveways, garage backup areas, and guest parking areas should be dimensioned, and the following area calculations should be indicated:
 - a. The area of building footprint (all heated and unheated spaces in square feet).
 - b. The area of all first floor decks, stairs, and porches.
 - c. The area of all driveways, walks, pools, and HVAC units.

- d. The total of these areas in square feet (area of improvements).
- e. The total high-ground area of the lot in square feet.
- f. The area of improvements expressed as a percentage of the total high-ground lot area.

Any variance to established guidelines should be clearly noted and highlighted.

- ③ **FLOOR PLANS:** Floor plans at 1/8" scale shall be presented depicting the layout of heated, unheated, screened, and covered square footage calculations as measured from outside face of exterior walls for each level, including steps and mezzanines. For area calculations of unheated space, measure from the centerline of walls that separate heated and unheated spaces. Vaulted space open to below should be calculated at 50% of potential floor space. Stair square footage should be included for each level. The third floor level may have heated square footage no greater than half of the square footage of the largest floor below it. Plans for all proposed floor areas, including garages, basements, or attics, must be submitted.
- ④ **ELEVATIONS:** Drawings shall be presented at 1/8" scale representing the view of all exterior sides of the proposed structure. All materials such as wood, stucco and/or masonry elements of all exterior walls shall be accurately and fully depicted. The elevations must be rendered with shadows depicting roof and/or deck overhangs, and changes in wall plane or massing. Roof ridge heights, their relationship to FEMA, and interior floor levels should be indicated as well as the relationship to existing and proposed topographical features.
- ⑤ **PERSPECTIVES AND MODELS:** Perspective sketches and models are encouraged at Conceptual Review, although not required.

PRELIMINARY REVIEW

The preliminary submittal drawings are prepared after changes are made from the review of conceptual plans. A written response to any comments from the previous review should be submitted. One (1) complete set of unbound 24" x 36" or 30" x 42" drawings is required. The ARB Staff will preview all submissions and will not present a project to the ARB for Preliminary Review unless the following are completed and have been submitted:

- ① **PRELIMINARY STAKE OUT:** The home shall be staked out on the lot with stakes at least two (2) feet tall marking the corners. A string shall connect all stakes outlining the shape of the home, including decks, stairs, raised planters, and driveway. The lot line nearest the home shall be defined with string. All trees proposed to be removed shall be tied about their circumference with *red* surveyor's ribbon. **Preliminary stake out must be completed by noon on the Friday prior to the ARB Meeting or the**

submittal will not be reviewed.

- ② **COMPLETED PRELIMINARY REVIEW FORM:** After review, the ARB will either grant Preliminary Approval or provide reasons for the rejection of the submittal, the ARB will normally offer suggestions for improvement. If the preliminary drawings are substantially changed either by request of the ARB or the owner, they must be resubmitted and in receipt of Preliminary Approval before proceeding for Final Approval. A Preliminary Approval is valid for six (6) months from date of approval. All necessary forms are provided in the Appendix.

- ③ **SUBMITTAL FEE:** This fee is for the review process. See the Attachments for the schedule.

- ④ **FLOOR PLANS:** Plans at 1/4" scale must depict the layout and relationship of interior space for all levels of the proposed building. These plans must show the proposed heated, unheated, screened, and covered square footage calculations as measured from outside face of exterior walls for each level, including steps and mezzanines. For area calculations of unheated spaces, measure from the centerline of walls that separate heated and unheated spaces. Vaulted space open to below should be calculated at 50% of potential floor space. Stair square footage should be included for each level. The third floor level may have heated square footage no greater than half of the square footage of the largest floor below it. Plans for all proposed floor areas, including garages, basements, or attics, must be submitted.

- ⑤ **EXTERIOR ELEVATIONS:** Drawings shall be presented at 1/4" scale representing the view of all exterior sides of the proposed structure. Wood, stucco, and/or masonry elements of all exterior walls shall be accurately and fully depicted. Gutters and downspouts must be shown if proposed.

- ⑥ **GRADING AND DRAINAGE PLAN:** The grading and drainage plan shall be drawn at a scale of 1" = 10' or 1/8" = 1' - 0" with the setbacks. These drawings must show the roof plan and ensure that trees and vegetation are not to be damaged by fill dirt. They must also show the proposed grading (including landscape berms) and demonstrate that drainage flow does not adversely affect adjoining property or roadside swales. The Landscape Architect must include a "note" for the Contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales." Spot elevations must also be included at all building corners, the base of all stairs, the garage door, and all corners of the driveways.

- ⑦ **DIMENSIONED SITE PLAN:** This plan must be 1/8" in scale, must include overall dimensions (depth & width) of the home, and must demonstrate conformity with all required easements and setbacks. Any variances to the established guidelines shall be noted and highlighted to bring attention to the ARB. Driveways, guest parking, garage backup

areas, and walkways must be located and appropriately dimensioned. The service yard, HVAC, and electric meter must be indicated on these drawings. In closed loop HVAC systems, bore hole locations must be located on the site plan. A roof plan must be submitted. This drawing must contain area calculations for the area of building footprint (including heated and unheated areas in square feet, not including the roof overhangs of 2' or less), the total improvement surface area including the driveway, walkways, and beach boardwalks, the total area of high ground of lot in square feet, and the total area of improvements expressed as a percentage of total lot high ground area above the current OCRM critical line.

- ⑧ **BUILDING SITE SECTIONS:** Drawn to scale as necessary, these plans must show floor and ceiling heights of each habitable floor.
- ⑨ **TREE/UNDERSTORY PROTECTION PLAN:** The tree and understory protection plan shall be presented at a scale of 1" = 10' with the setbacks. Clearing limits as delineated by protective fencing, areas of dense understory growth, areas where existing vegetation is to be preserved, and areas where the existing grade will be disturbed must be noted. The job material storage, construction dumpster, and temporary toilet locations must also be shown.

FINAL REVIEW

The construction documents are prepared after changes are made, if any, from the review of preliminary plans. The final stake out, reflecting any changes, must be completed before submitting for Final Review. A written response to any comments from the previous review should be submitted. The ARB Staff will preview all submissions and will not present a project to the ARB for Final Review unless the following are completed and have been submitted:

- ① **FINAL STAKE OUT:** The preliminary stake out must be updated reflecting changes, if any, in the location of the home or driveway and any additional trees to be removed. No dune lines or oak trees over 3" caliper dbh or other trees 6" caliper dbh may be removed or limbed at any time without prior ARB approval. Extra care shall be taken by fencing to avoid injury to any trees not approved for removal.
- ② **COLOR SAMPLES:** Because color is essential to the overall success of the home, the ARB requires proposed colors of all exterior materials including siding, trim, brick, roofing, stucco, and lattice to be submitted on actual samples of materials proposed for use and attached to a 1'-0" x 2'-0" wood panel. These sample submissions are most important to both the owner and the ARB in evaluating the eventual appearance of the house as color chips often vary greatly from actual applications on varying materials. The samples submitted

at the time of Final Review do not constitute final approval of the color palette. Final approval may only be given after an onsite review of the sample board during the construction of the home. **Material color samples are the property of the ARB and may not be returned.**

- ③ **SCHEMATIC LANDSCAPE PLAN:** A landscape plan prepared by a South Carolina registered Landscape Architect, at a scale of $1/8'' = 1' - 0''$ or $1'' = 10'$ must be submitted showing the following:
- a. Location of the home, driveway, and walks with proposed landscaping concepts as intended to help integrate the building with its environment and to provide for positive drainage.
 - b. A scale representation of all planting material identified as to size, quantity, common and scientific name, and variety. Include a proposed plant list.
 - c. Tree analysis chart including one (1) tree per 1,000 square feet of high ground and 70% of existing trees on the lot. Mitigation trees should be shown and highlighted.
 - d. Location of landscape lighting with fixture catalogue cuts, sprinkler head locations, walks, fences, pools, decks, patios, play structures, garden structures, and mailboxes. Include a complete light fixture schedule.
 - e. Adequate plant screening for HVAC units, service yards, trash enclosures, and electric meters. Foundation screening must be half of the height of the foundation wall.
 - f. Proposed budget for landscape and irrigation (not to include structural fill or hardscape). See Attachments for budget assumptions.
 - g. Tree and understory protection plan similar to the preliminary submittal.
 - h. Height of mature vegetation proposed for location within deeded, platted, or implied view corridors (such as adjacent to side yard setbacks on flag lots) must be noted.

Each plan shall indicate the location of a 4" PVC conduit (Schedule 40) below the driveway in the street right-of-way for future cable installation. The conduit should be 3 feet from the edge of the street with an invert 18 inches below grade. The conduit should extend 24 inches beyond either side of the paving and be capped on both ends. Berkeley Electric must be contacted for the delivery of any additional conduit and specifics on its placement. The contractor shall be responsible for locating existing utilities before excavating.

- ④ **DIMENSIONED SITE PLAN:** Similar to preliminary including any changes and proposed utility services.

- ⑤ **FOUNDATION AND FRAMING PLAN:** Plans at $1/4''$ scale showing locations and sizes of foundation and framing elements and how they relate to nearby trees.

- ⑥ **FLOOR PLANS:** Floor plans shall be drawn at $1/4''$ scale containing all information necessary for construction.

7 ELEVATIONS: Drawn at 1/4" scale, elevations shall accurately represent the view of all sides of the house. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled. A colored elevation must be submitted for evaluation of proposed color application. The entire front elevation must be rendered and partial elevations throughout the home are encouraged to ensure that all design elements which may require unusual color application are considered and so that color issues in the field can be avoided.

8 BUILDING SECTIONS: Drawn at 1/4" scale as necessary for clarification or construction.

9 ELECTRICAL AND MECHANICAL PLANS: Plans submitted at 1/4" scale showing necessary information. Charleston County requires plumbing and electrical riser diagrams for homes in the "V-Zone" (generally those within 1000 ft. of the front beach). Electrical plans must show the meter location and mechanical plans must show enclosed HVAC areas.

10 DETAILS: Submit details including, but not limited to the following:

- a. Typical wall section.
- b. Exterior trim.
- c. Window and door details.
- d. Exterior walls, fences, or screens.
- e. Railings and/or seating.
- f. Screen porch section.
- g. Patio wall, as appropriate.

11 SPECIFICATIONS: A full set of specifications must be submitted defining the quality of all work and materials.

12 COMPLETED FINAL REVIEW FORM: If the ARB fails to grant Final Approval of the project, it will designate items to be corrected or resubmitted. If the ARB grants Final Approval, a Kiawah Island Building Permit may be obtained at the ARB office. Two (2) full-size sets of working drawings and one (1) reduced set, (11" x 17") must be presented to obtain the approval stamp. The completed Construction Deposit Form must accompany the drawings and the construction deposit. A Kiawah Island Building Permit and stamped drawings will then be issued. These will be required by Charleston County in issuing the governmentally-required Zoning and Building Permits.

FINAL LANDSCAPE PLAN REVIEW

The Final Landscape Plan is due sixty (60) days prior to the substantial completion. The Landscape Architect and a representative of the ARB will meet onsite to review any landscape issues,

which includes the number of new trees required, tree mitigation requirements, tree locations for filtered views, screening of service and parking areas, foundation planting, blending with natural plant materials, final driveway layout, grading, landscape lighting, and repairing right-of-way damage. Requirements for the Final Landscape Plan submittal are similar to the Schematic Landscape Plan in the Final Review section, but should also include contact information for the landscape installation company; however, please note that the Schematic Landscape Plan is not to be used in place of the Final Landscape Plan. Should a Final Landscape Plan not be submitted prior to installation of landscape material, a fine may be imposed and withheld from the construction deposit. The ARB office must be informed if the Landscape Architect of record changes.

EXISTING HOMES IMPROVEMENT REVIEW

As stated in the Covenants, “no building, fence or other structure may be erected, placed, or altered nor shall a building permit for such improvement be applied for on any property in Kiawah Island until the proposed building plans, specifications, exterior color or finish, plot plan, landscape plan, and construction schedule shall have been approved in writing by the Company...” When submitting for review of proposed improvements, presentations must include, but may not be limited to, the following:

- ① **LETTER OF INTENT:** The owner should inform the ARB as to the intent and purpose of the proposed improvement.
- ② **IMPROVEMENT REVIEW FEE:** This fee is for the review process. See the Attachments for the schedule.
- ③ **COLOR SAMPLES:** Samples are most important when applying for improvement approval because of the necessity of matching existing materials. When changing the color of a home, color samples must be applied to the home for inspection by an ARB representative. An Approved Final Color form must also be completed and submitted for the ARB's records. There is a distinct preference by the ARB for transparent and semi-transparent stains on residential structures so as to blend with the natural surroundings.
- ④ **SITE PLAN:** A plan with dimensions of the property must be submitted showing the location(s) of the proposed improvements, setbacks, and lot coverage percentage.
- ⑤ **DRAWINGS:** One set of plans and elevations shall be submitted to adequately define and explain the improvement sufficiently. Drawings representing the existing structure(s) will also need to be submitted. Major improvements may require a landscape plan indicating how the landscape will be improved to meet current landscape guidelines. Landscape improvements may require tree protection, grading, and planting plans depending upon the scope of work proposed.

6 COMPLETED IMPROVEMENT REVIEW FORM: After reviewing the project, the ARB will either designate changes or grant Final Approval. As with new construction, the construction deposit must accompany the completed Construction Application Deposit and Agreement Form, two (2) full-size sets of drawings, and one (1) set of reduced drawings (11" x 17") to be stamped before obtaining a Kiawah Island Building Permit. As specified in the Construction Guidelines, the Kiawah Island ARB building permit and the Charleston County permit must be displayed before site clearing, material delivery, or construction may begin.

7 REGIME OR ASSOCIATION MANAGED PROPERTIES: For homeowners with regime or association managed properties, written approval of any exterior changes must be received from the Regime or Association Board prior to submitting to the ARB for Improvement Review.

CONSTRUCTION GUIDELINES

BEFORE CONSTRUCTION

After completing the review process and receiving Final Approval of the stake out and construction documents from the Architectural Review Board, several steps shall be followed before any lot clearing, material deliveries, or construction may begin.

An ARB Building Permit must be obtained for all renovations and new construction. Please be aware that non-conforming items inadvertently not addressed during or prior to permitting may not be considered approved. Two (2) full size and one (1) reduced (11" x 17") set of construction drawings must be stamped by the ARB. The two full size sets of drawings are required by Charleston County before the County will issue a Zoning and Building Permit (these permits are issued on behalf of the Town of Kiawah Island). The contractor must also submit a completed Construction Application Deposit & Agreement, a KICA Encroachment Permit, and the required deposit for new construction or for improvements. Deposit reimbursements can only be returned to the issuer of the deposit check. The deposit is returned to the address on the check; therefore, it is pertinent that the ARB be notified of any address changes.

Upon receipt of these required items, the ARB will review the onsite tree protection. Once the tree protection is complete, an ARB Building Permit will be issued within three (3) business days for the project. The receipt of this Permit does not preclude the necessity of also obtaining a Charleston County Building Permit. Both permits are required for construction along with any additional permits that may be necessary from other agencies (e.g., to build a dock you will need a permit from the OCRM). In the case of golf course lots, you may need permission from the golf course owner, specifically if you seek to alter or remove any natural vegetation within 30' of any lot line bordering a golf course. We will advise in obtaining the latter services and approvals.



Every job site must have a job sign. Several area sign companies have the specifications required by the ARB for job signs. A current list may be obtained from the ARB office. Please be aware that only the name and hometown of the Property Owners, as well as the names of the Architect, Landscape Architect, and Builder may be placed on the sign. Telephone numbers are not allowed.

In summary, the following steps shall be completed before New Construction or Major Improvements may begin:

- a. Submit to ARB office one (1) electronic set, two (2) full-size sets and one (1) reduced (11" x 17") set of approved construction drawings with completed Construction Application Deposit and Agreement, KICA Encroachment Permit, and construction deposit check.
- b. Install tree protection prior to clearing the site. Any clearing between the setbacks and the property line requires on-site approval.
- c. Obtain Kiawah Island Building Permit from ARB.
- d. Order job sign.
- e. Obtain Charleston County/Town of Kiawah Island Building Permit and Zoning Permit (the Company may require other permits in special situations); also, if applicable, obtain approvals for golf course lot construction and vegetation alteration. Zoning permit applications must contain:
 1. Average Natural Ground Elevation (average elevation of the entire lot to the nearest 6").
 2. Base Flood Elevation. (BFE)
 3. Structural Elevation showing first floor height and peak of roof height (above BFE).
 4. Site Plan with ARB stamp.
 5. Copy of approved recorded plat.
 6. Building plans (2 sets).
- f. Post Building Permit at job site.
- g. Place dumpster and portable toilet on job site.
- h. Site clearing may commence following receipt of the Kiawah Island Building Permit from the ARB. At conclusion of clearing, submit dated photographs of the site prior to proceeding with construction.

Steps prior to Minor Improvement construction (including roofing with the same material, painting any color, deck or rot repair, tree removal mitigation, and other minor exterior repairs):

- a. Submit a completed Construction Application
- b. Submit a KICA Encroachment Permit or Waiver
- c. Submit the review fee and construction deposit.
- d. Provide a Kiawah Island Business License Waiver if appropriate
- e. Submit a completed Onsite Color Review Form if applicable.

If bird of prey, alligator, bobcat, or other habitat is discovered during clearing, the ARB office and the Town of Kiawah Island must be contacted prior to continuing work.

Many properties require de-watering prior to and during construction, which must continue constantly for extended periods of time. If this is necessary, please adhere to the following:

- a. All water removed from the site must be discarded to the nearest storm drain managed by KICA. Water should never be drained onto neighboring property, including the dune field and marshlands.
- b. Pumps with low decibel ratings are preferred. In addition, pumps should be muffled with sand bags to keep vibration noise to a minimum.
- c. The ARB recommends pre-notification to neighbors when de-watering is scheduled for an extended period of time.

DURING CONSTRUCTION

All construction on Kiawah Island will be under constant observation by the ARB. Four (4) mandatory field inspections will be conducted by the ARB on every residence under construction.

- ① **FIRST INSPECTION:** The first required inspection shall occur when the foundation wall is just above grade. The contractor shall notify the ARB at this time, and the inspection shall be conducted to ensure conformance with the approved drawings as to the location of the structure within the site. At this time, the builder must submit to the ARB a "Foundation Survey" depicting the location of the setbacks and showing the distances from all foundation corners to adjacent property lines. The ARB will fine the Contractor a portion of the deposit should the first floor framing be constructed prior to submitting a foundation survey or if dated photographs are not submitted at conclusion of site clearing prior to construction commencing.. A "stop work" order may be issued until the survey is submitted and corrections are completed.

If during the foundation construction or subsequently during framing, the removal and/or limb cutting of oak trees greater than 3" caliper dbh and other trees over 6" caliper dbh or alteration of existing dune structures becomes necessary, approval shall be obtained from the ARB in advance.

- ② **SECOND INSPECTION:** The Second Inspection shall occur upon notification by the contractor that the framing of the structure has been completed. After the house is framed, a sample board must be erected to show the proposed colors on the proposed materials for onsite review from the ARB. In order to view each sample in its proper context, the sample board must be placed close to the home. Once the sample board is on the site, an Onsite Color Review Form must be completed and submitted to the ARB office. An ARB representative will perform an onsite inspection and return the Onsite Color Review Form with the appropriate sign off. Should

the contractor not submit an Onsite Color Review Form prior to application of color and materials, a fine may be imposed and withheld from the construction deposit.

- ③ **THIRD INSPECTION:** The Third Inspection shall occur sixty (60) days prior to completion during the onsite review of the Final Landscape Plan with a representative of the ARB, the Landscape Architect, and the Builder. Should the tree protection be removed prior to the onsite review and/or a Final Landscape Plan not be submitted prior to installation of landscape material, a fine may be imposed and withheld from the construction deposit.
- ④ **FOURTH INSPECTION:** The Fourth Inspection shall be conducted after the completion of the home and installation of landscaping. A copy of the Final Inspection shall be sent to the Owner and Builder noting final approval or required items to be corrected.
- ⑤ **SITE APPEARANCE:** Each construction site is required to have a job toilet at all times for the use of workers. It must be placed at least twenty-five (25) feet from the street in an inconspicuous location with the door facing away from the street and neighboring homes. Fires are not permitted on residential construction sites under any circumstances. Care should be taken when loading trucks hauling trash so as not to have it spill over while in transit. Contractors shall be held responsible for trash and debris falling from construction vehicles.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines, and a clear, street right-of-way should be maintained. Access to the site should be limited to the proposed driveway location. Access over/through adjoining properties is expressly forbidden. Over-sized delivery items require arrangement with KICA Security at least two (2) business days prior to arrival at the front gate to the Island and any costs incurred must be borne by the contractor. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials without the written permission of the adjacent owner is prohibited. Temporary storage structures approved by the ARB may be used to store materials provided the structure is minimal in size. Storage structures may not be used as living quarters nor may homes/villas under Major Improvement renovation be used as living quarters by construction crews. The ARB generally discourages the placement of job trailers on a residential site. In the event that the ARB approves a job trailer, a minimum-sized, industry standard trailer must be used. The trailer will be required to be screened with vegetation and must be removed once the home is "dried in."

Site cleanliness shall at all times be maintained at an acceptable level. If not so maintained, the ARB will issue a "stop work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each work day, materials must be stored neatly, and all trash placed in the dumpster. No trash shall be strewn about the

lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced. Should the ARB determine, in its sole discretion, that a site is not being maintained properly, it may undertake having it maintained properly and will deduct the cost from the Construction Deposit and/or levy additional fines.

Temporary utilities must be installed in a neat manner. The temporary power pole must be at least fifteen (15) feet from the front property line, installed plumb, and not used for the placement of signs. Installation of the sanitary, sewer, and water lines must be completed using small trenching equipment, as large backhoes may create damage to natural areas.

As explained in the foregoing, residential construction sites must contain the following:

- a. Commercial dumpster.
- b. Job toilet.
- c. Temporary utilities.
- d. Standard job sign (with permits).

Should construction progress cease for more than ninety (90) days, the ARB must be notified.

AFTER CONSTRUCTION

When the Construction of a residence has been completed, the owner and contractor must satisfy several requirements before applying for the Final Inspection. The construction of the residence shall be completed, and the landscaping shall be installed conforming to the plans previously approved by the ARB. Any unauthorized changes must be corrected before the Final Inspection Certificate will be issued.

Upon completion of construction and landscaping, all building debris shall be removed from the site and the surrounding area. The construction site sign and the temporary power pole shall also be removed. At this time, the Contractor should review the Final Inspection Checklist provided by the ARB and notify the ARB that he is ready for the Final Inspection. If Final Inspection is not requested within a year of the date of Certificate of Occupancy, the ARB may absorb the New Home Construction Deposit as a fine and notice may be sent of items requiring correction. For Improvement construction, Final Inspection must be requested within one year of the ARB building permit expiration or the Improvement Construction Deposit may be absorbed as a fine and notice may be sent of items requiring correction.

As a checklist, the following items shall be completed prior to Final Inspection for New Construction and Major Improvements:

- a. Complete construction.
- b. Remove construction debris.
- c. Remove temporary facilities, utilities, and sign.
- d. Install landscaping and standard Kiawah mailbox.
- e. Submit as-built survey and landscape certification to the ARB. **The as-built survey must include the setbacks, the lot coverage percentage, (expressed as un-built, pervious, and impervious surfaces), conditioned square footage if there is a maximum, HVAC stands, and the roof ridge height.**
- f. Request a KICA Encroachment Inspection by calling 843-768-2315.
- g. Submit color photos of all elevations.
- h. Submit a completed Onsite Color Review Form if not done previously.
- i. Request for Final ARB Inspection.

For Minor Improvements:

- a. Complete construction
- b. Remove construction debris
- c. Submit as-built survey if a change in footprint
- d. Request a KICA Encroachment Inspection if permit not waived
- e. Remove temporary facilities and sign.

GENERAL REGULATIONS

All builders of residences on Kiawah Island must be licensed by the State of South Carolina. At a minimum, a SC residential builder's license is required. All builders must also have a Town of Kiawah Island business license. Access to the Island is controlled by Kiawah Island Security located near the entry gate. All incoming vehicles must stop at the security gate for identification and permission to enter. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding about the Island. Vehicles may be periodically searched to protect all Contractors and Owners from theft of materials and equipment.

The maximum hours allowed for construction personnel on the Island will be from 7:00am to 7:00pm, Monday through Friday and 8:00 am to 5:00 pm on Saturday. No residential construction work will be performed on Sundays or national holidays.

The conduct of all workmen is the responsibility of the General Contractor. Loud cars and speeding are not permitted on the Island. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes when not on the job site. Workmen are not permitted to loiter about island businesses (including lunchtime

at the General Store). Loud music from radios and disturbance of property owners or guests will not be permitted at any time.

The construction of all residences must be completed within eighteen (18) months of the issue date of the Kiawah Island Building Permit with all exceptions requiring special ARB approval. Contractors must have the Owner or Architect submit all proposals for exterior changes prior to implementation of those changes. Failure to do so may result in fines. The Covenants grant the Company power to employ workers to correct any exterior changes made without approval or to employ persons to clean up an unacceptable lot. These charges will be deducted from the Construction Deposit.

The above regulations are designed to enhance Kiawah Island's overall appearance to our residents and visitors. These regulations are to be used as guidelines and are not intended to restrict, penalize, or impede construction firms who adhere to these regulations.

While performing their duties on Kiawah Island, repeated violation of these regulations could result in the suspension of the building permit for that residence until corrective action has been taken by the contractor. Additionally, a Contractor who repeatedly violates either the letter or "spirit" of these guidelines may be required to post a larger construction deposit or, in the extreme, be prohibited from working on Kiawah Island.

DEMOLITION GUIDELINES

Prior to applying to the ARB office for a permit for structural demolition, the following guidelines must be adhered to:

- a. Submit a current survey indicating existing conditions and the extent of demolition as well as a site plan indicating fencing for the protection of trees, natural areas, existing landscaping, and significant topographical features during demolition.
- b. The demolition contractor will be required to hold a current business license with Town of Kiawah Island and should be insured and bonded. Membership in the National Demolition Association is encouraged.
- c. Vegetative healing of the site access and any needed buffer enhancement must be shown on the plan. Cleared areas must be neatly mulched and maintained. If naturalization intended, a descriptive plan for plant succession in mulched areas must be submitted.
- d. Site cleanliness and access shall comply with specifications in Chapter Four, Section B.
- e. The removal of debris from the demolition site to off Island will need to be coordinated in advance with Kiawah Island Security and shall comply with Chapter Four, Section B.

- f. A Demolition Construction Application Deposit and Agreement Form will need to be completed by the Contractor and Property Owner. See Attachments for current deposit amounts.

When the demolition is complete, contact the ARB office to request an inspection. The deposit will be returned after a satisfactory inspection of the demolition site. No construction activity may commence following demolition until an ARB construction permit is issued.

LANDSCAPE GUIDELINES DURING CONSTRUCTION

- ① **FOUNDATION PLANTING:** The minimum size of foundation planting at the time of installation must be at least half of the height of the foundation wall.

- ② **LANDSCAPE PLAN REVISIONS AFTER CONSTRUCTION BEGINS:** The ARB does not accept changes in the ARB approved landscape plan without the direct supervision of the Landscape Architect of record. Any changes in the approved landscape plan are to be submitted by a South Carolina registered Landscape Architect for approval prior to installation. The ARB requires the Landscape Architect of record to complete and sign a Landscape Certification form certifying that the landscape design is installed in general conformance and the intent of the approved plans. The Landscape Architect of record may be changed to a different Landscape Architect by submittal of a new sealed landscape plan.

- ③ **TREE PROTECTION:** The ARB requires tree protection fencing to enclose the entire work site creating natural areas to be preserved. These areas to be preserved are not to be altered, cleared, or pruned in any way, both during and after construction, without onsite review and approval from the ARB. Clearing or pruning of trees and vegetation for views cannot occur until the home is completely framed. View clearing and pruning requires onsite approval by the ARB Administrator or an ARB representative. The tree protection fencing must also be installed around specific trees to be saved. All protective fencing must be maintained until the completion of construction, and all construction materials and vehicles must remain outside of the preserved areas. Trees that die due to damage during construction must be mitigated.

All properties are subject to the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management storm water runoff regulations. These regulations require strict compliance with the Storm Water Management Plan for your property before trimming any vegetation, moving soil, or otherwise doing any construction on the property. A violation may result in civil penalties as well as other adverse action. Erosion control measures should be installed prior to applying for a building permit from the ARB.

SITE INSPECTIONS

- ① **REGULAR SITE INSPECTION:** Regular site inspections of all single-family home construction sites will be made by the ARB. Compliance with the furnished Construction Guidelines and the permitted construction plans will be checked and reviewed on a regular basis.
- ② **SPECIAL SITE INSPECTION:** A special inspection of a specific site will be made upon receipt of a request for such an inspection which sites a specific violation.
- ③ **VIOLATIONS:** Violations that are discovered at a site will be photographed and described on a pre-printed report form.
- ④ **NOTICE:** A notice will be sent to the Contractor for the first violation of the Construction Guidelines requesting correction of the violations. Copies will also be sent to the Owner and Architect.
- ⑤ **FINES:** Once the initial notice has been sent to the contractors, all future violations of the Construction Guidelines and all unauthorized exterior changes to the approved building plan will be photographed, written on a report form, and a fine levied against the deposit posted. Additional fines may be levied as well. A copy of the report form will be sent to the Contractor, Architect, and Property Owner.
- ⑥ **EACH VIOLATION:** Each violation which is not corrected within ten (10) days will be again photographed, documented, and a new fine will be levied.
- ⑦ **APPEALS:** An appeal of a fine or decision must be made in writing to the Kiawah Island Architectural Review Board Chairman within ten (10) days of issue. An appointment may be scheduled during an ARB Meeting for discussion of the issue. The subsequent determination will be final and binding to all concerned.
- ⑧ **LEGAL ACTION:** The ARB may elect to pursue legal action if it feels that it is appropriate.
 - a. The ARB will assess fines on a case-by-case basis and may pursue legal action if necessary.
 - b. The amounts of the fines are subject to periodic increases at the sole discretion of the ARB.

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DEFINITIONS

Adjacent – Next to or within 100 feet. Adjacent properties include those properties which abut a property, as well as properties with any portion being located within 100 feet of any boundary of the subject property.

Appurtenance – Architectural accessories including play structures, pools, game structures, docks, bridges, walls, mailboxes, etc.

Base Flood Elevation – Height of the base flood, usually in feet, in relation to the National Geodetic Vertical Datum in the Flood Insurance Study Report, or average depth of the base flood above ground surface.

Buildable Area – Area within allocated setback lines where building can occur.

Caliper – Diameter in inches of tree (bark to bark) measured at a specified height.

Critical Areas – An operational area that requires specific environmental control because of the equipment or information contained therein. Areas of fragile habitat growth that typically border salt marsh and lagoons including all areas designated as critical areas by the Ocean and Coastal Resource Management Division of the South Carolina Department of Health and Environmental Control.

DBH – Diameter at breast height.

Development Agreement – Executed by and between the Company and the Town of Kiawah Island in order to set forth certain agreements, restrictions, and guidelines for the development of Kiawah Island. This public document can be viewed at the Kiawah Island Town Hall or the Charleston County Planning Department, which acts as the planning director for the Town of Kiawah Island.

Developed Lands – All Real Property (as shown on the map attached as Exhibit 1.1 to the Development Agreement) excluding all lands included in the Definition of "Undeveloped Lands".

Fencing – Any barrier, structure, or installation that may enclose, surround, or mark off any part of a yard. All fencing references include deer, electric, wood/lattice, and woven-wire mesh fencing, etc.

Fenestration – Any opening in a building's envelope including windows, doors, and skylights.

Finished Grade – The average elevation of a Lot after construction; provided, however, that Finished Grade shall not be more than 6 feet above Natural Ground elevation, and provided further that the Town may approve more than 6 feet.

General Covenants – The Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island (recorded in the Charleston County RMC Office in Book M114, Page 406, and amended by instrument recorded in Book Z124, Page 305.)

Ground Floor Level – Natural Ground or the lowest floor elevation for structures as set forth in the Town of Kiawah's floodplain 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, Height is measured from Ground Floor Level.

Height - Elevation from Ground Floor Level as measured in feet and stories. Building height does not include chimneys, antennae or ventilation pipes. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. One-half story is a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.

Lot – Development Parcel identified in a Subdivision Plat recorded in the Charleston County, RMC office.

Natural Ground – The average elevation of a Lot or Development Parcel prior to Development activity.

Open-loop Geothermal Systems – Geothermal heat pump or irrigation system that uses groundwater from a conventional well as a source of heat diversion or water use.

Pervious Cover – Land which permits the absorption of stormwater into the ground. This may include walkways and driveways which are pervious to stormwater.

Undeveloped Lands – In existence on the date of execution of the Development Agreement is the Real Property indicated on Exhibit 1.3. Undeveloped Lands shall, during the term of this Agreement, include only Real Property that either (i) has not received any plat approval or (ii) has received preliminary, conditional or final plat approval but fewer than 100% of the Lots or parcels depicted thereon have been sold to Type A members under the Covenants and fewer than 90% of the potential houses on such platted Lots or parcels (or less than 95% of the buildable commercial square footage on a plat of commercial property) have been constructed. Also included within the definition of Undeveloped Lands is the Real Property made subject to a recorded master deed after the date hereof but fewer than 90% of the condominium units shown thereon have been sold to Type A members under the KICA Covenants.

Yard Art – Decorative elements or objects that are placed in yards or on the outside of houses (that are not part of the approved plans). Yard art includes but is not limited to such items as fountains, columns, columnar adornments, sculptures of all types, certain light-generating structures, weathervanes, flagpoles, etc. These items are monitored by KICA personnel.

CONTACT NUMBERS

Charleston County Building Services 843-202-6930

Charleston County Planning 843-202-7200

Kiawah Island Architectural Review Board 843-768-3419

Kiawah Island Community Association 843-768-9194

Kiawah Island Natural Habitat Conservancy 843-768-2029

Kiawah Island Utility 843-768-0641

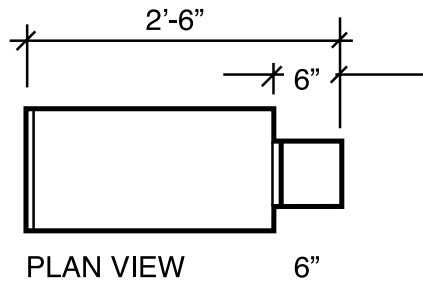
Office of Ocean and Coastal Resource Management 843-747-4323

Register of Mesne Conveyance Office 843-958-4800

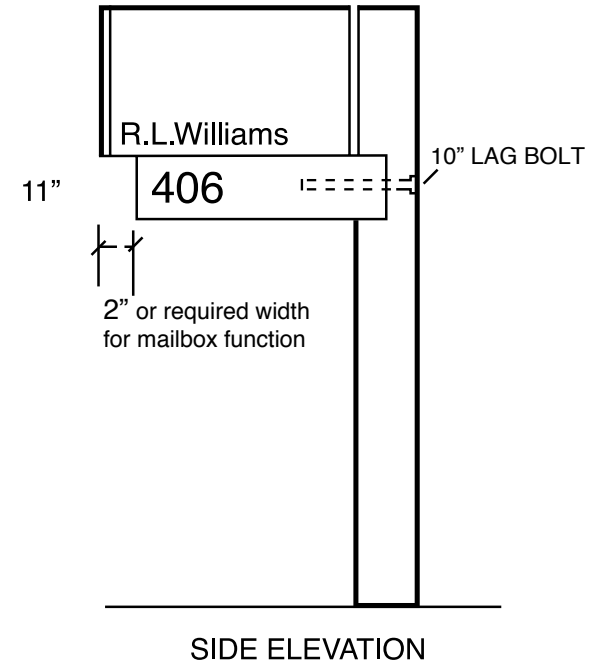
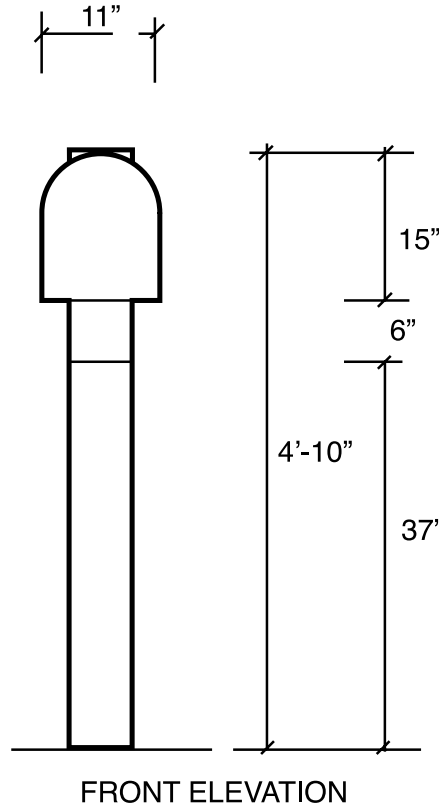
Town of Kiawah Island 843-768-9166

US Green Building Council 1-800-795-1747

GRAPHIC CONTROLS



SCALE: 3/4" = 1'0"

**SPECIFICATIONS AND NOTES:**

- A mailbox is required for use at all residences. Its purpose is to give emergency service personnel and visitors a consistent device for locating names and addresses.
- The mailbox shall be #2 standard rural size. Material for the post and arm is 6" x 6" treated Yellow Pine with an overall length of 7'-0". A 10" lag bolt is required in the connection of the arm to the post.
- The graphics for the mailbox are applied with 2" white letters (Helvetica Medium). Residence name may appear on both sides of the mailbox. The graphics on the arm are flat, white, 3" hand routed numerals (Helvetica Medium).
- The mailbox shall be painted Sherwin Williams "Mailbox Blue" or approved equal. The post and arm shall be stained Pittsburg Paint's "Kiawah Brown" or approved equal.
- Care should be taken to properly treat post to prevent decay or attack from termites.
- Single-family homes shall be identified only by the graphics included on the mailbox as specified above.

FORMS

Onsite Color Review Form
Conceptual Review Form
Conceptual Submittal Checklist
Construction Application, Deposit, and Agreement
Construction or Design Change Application
Demolition Construction Application, Deposit, and Agreement
Minor Improvement Inspection Form
Final Review Form
Final Submittal Checklist
Improvement Review Form
Landscape Certification Form
New Home Construction And Major Improvement Final Inspection
Painting Permit Request Form
Preliminary Review Form
Preliminary Submittal Checklist
Site Analysis Form
Variance Request Form
Vegetation Removal Request
Kiawah Island Business License Waiver



ONSITE COLOR REVIEW FORM

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

FOUNDATION MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

List brick and mortar information if applicable.

SIDING MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

TRIM MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

WINDOWS _____

Color Name/Number _____ **Manufacturer** _____

GARAGE DOOR _____

Color Name/Number _____ **Manufacturer** _____

GARAGE DOOR TRIM _____

Color Name/Number _____ **Manufacturer** _____

FRONT DOOR _____

Color Name/Number _____ **Manufacturer** _____

ROOFING MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

SHUTTERS _____

Color Name/Number _____ **Manufacturer** _____

LOUVERS / LATTICE _____

Color Name/Number _____ **Manufacturer** _____

DECKING / STAIRS _____

Color Name/Number _____ **Manufacturer** _____

ARB ACTION Approved _____ Disapproved _____

CONCEPTUAL REVIEW

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

Landscape Architect _____ **Contractor** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

SETBACKS & RESTRICTIONS **IMPERVIOUS LOT COVERAGE** **BUILDING SQUARE FOOTAGE**

Front _____ Building Footprint _____ 1st Floor Heated Sq. Ft. _____

Sides _____ Open/Covered Decks _____ 2nd Floor Heated Sq. Ft. _____

Back _____ Stairs, Drives, Walks _____ 3rd Floor (1/2 max) _____

Height Restriction _____ Raised Planters _____ Total Heated Sq. Ft. _____

Max Lot Coverage % _____ Pool & Decking _____ Garage _____

Min. Allowable _____ HVAC Stands _____ Other _____

Max. Allowable _____ TOTAL _____ **Rooms**

Max. 1st Floor _____ Sq. Ft. High Ground _____ Number of Bedrooms _____

Lot Coverage _____ Number of Bathrooms _____

EXTERIOR MATERIALS **SPECIAL CONDITIONS/VARIANCE REQUEST**

Foundation _____ _____

Walls _____ _____

Trim _____ _____

Roofing _____ _____

Windows/Doors _____ **Tree Removal** _____

Garage _____ _____

Paved Areas _____ **Mitigation Required** _____

Front Door _____ _____

ARB ACTION Approved _____ Disapproved _____

Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

CHECKLIST
<input type="checkbox"/> Nine (9) Bound, 11" x 17" Copies
<input type="checkbox"/> Site Plan
<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Exterior Elevations
<input type="checkbox"/> 3-D Perspective Sketches/Models

CONCEPTUAL SUBMITTAL CHECKLIST

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Required drawing sheet size of 11" x 17", **nine (9) bound copies**
- Completed Conceptual Review Form
- Site Plan (1" = 20' 0")
 - ___ Show setbacks
 - ___ Any variance to established guidelines should be clearly and specifically addressed in writing and highlighted on drawings. Variance will not be approved after construction begins.
 - ___ Indicate major features on adjacent properties within 25' of property line.
- Floor Plans (1/8" = 1' 0")
 - ___ Must show proposed heated, screened, and covered square footage calculations as measured from outside face of stud wall for each sheet.
 - ___ Must depict the layout and relationship of interior space for all levels of the proposed building.
- Exterior Elevations (1/8" – 1' 0")
 - ___ Representing the view of all exterior sides of the proposed structure.
 - ___ All materials such as wood, stucco, roofing, and/or masonry elements shall be accurately and fully depicted.
 - ___ Must be rendered with shadows depicting roof and/or deck overhangs, changes in wall plane, or massing.
 - ___ Must show height of roof ridge and interior floor levels' relationship to F.E.M.A.
 - ___ Must show relationship to existing and proposed topographical features.
- 3-D Perspective sketches and/or models are encouraged.

Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer. Conceptual Submittals are due to the ARB Office by noon on the Wednesday prior to each ARB Meeting.

CONSTRUCTION APPLICATION DEPOSIT & AGREEMENT

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

CONTRACTOR INFORMATION

Name _____ SC Contractor License # _____
Address _____ Kiawah Business License # _____
Telephone _____

CONSTRUCTION LOCATION

Address _____ Owner _____

TYPE OF CONSTRUCTION

Circle One: New Construction / Improvement _____ Type of Improvement _____

Heated Square Footage _____

Lot Coverage Percentage _____

Deposit Amount _____
Check Date & Number _____

AGREEMENT

I, _____, as property owner, and

I, _____, as contractor for the above described construction project acknowledge and agree that the above described deposit is being held by Kiawah Resort Associates in order to insure that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a construction pass to enter the Island, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
7. Any monies paid out by Kiawah Resort Associates for the correction of changes not approved by the ARB, the cost of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the Deposit.
8. The ARB's review and approval are limited to aesthetic considerations. ARB approval does not relieve you and your contractor of responsibility for compliance with all municipal, state, or federal laws that may be applicable. ARB approval does not constitute any opinion or representation by the ARB that the plans comply with these requirements.

This Application, Deposit, and Agreement made this _____ day of _____, 20____, by _____ and _____.
Property Owner Contractor

Application approved this _____ day of _____, 20____, by _____
Architectural Review Board

CONSTRUCTION OR DESIGN CHANGE APPLICATION

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Phone _____ Fax _____ Phone _____ Fax _____

Email _____ Email _____

Contractor _____ **Landscape Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Phone _____ Fax _____ Phone _____ Fax _____

Email _____ Email _____

PROPOSED CHANGE _____

REASON FOR CHANGE _____

ARB COMMENTS _____

This Construction or Design Change Application made this _____ day of _____, 20____
by _____ and _____
Property Owner Architect

Application approved this _____ day of _____, 20____, by _____
ARB Representative

ARB ACTION Approved _____ Disapproved _____

DEMOLITION CONSTRUCTION APPLICATION DEPOSIT & AGREEMENT

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

DEMOLITION CONTRACTOR INFORMATION

Name _____ SC Contractor License # _____

Address _____ Kiawah Business License # _____

Telephone _____

DEMOLITION LOCATION

Address _____ Owner _____

AGREEMENT:

I, _____, as property owner and
(Please Print Name)

I, _____, as demolition contractor for the above described
(Please Print Name)

demolition project acknowledge and agree that the above-described deposit is being held by Kiawah Resort Associates in order to insure that the structure will be demolished in accordance with plans and specifications that have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read and understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean demolition site at all times. We will have a commercial dumpster and a job toilet on site in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a demolition pass to enter the Island, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the deposit will be held in a non-interest bearing account, I understand that it shall be returned after Demolition Inspection approval with no interest added.
7. Any monies paid out by Kiawah Resort Associates for the correction of changes not approved by the ARB, the costs of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the deposit.

This Application, Deposit, and Agreement made this _____ day of _____, 20____

By _____ and _____
(Property Owner's Signature) (Demolition Contractor's Signature)

Application approved this _____ day of _____, 20____

By _____
(Architectural Review Board)

Deposit Amount _____ Check Date and Number _____

MINOR IMPROVEMENT INSPECTION FORM

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Contractor _____

Phone _____

Fax _____

Type of Construction Improvement New Construction

Comments _____

Prior to minor improvement final inspections, please complete the following:

1. Complete construction
2. Remove construction debris
3. Submit as-built survey if a change in footprint
4. Request a *Cassique* Encroachment Inspection if permit not waived
5. Remove temporary facilities and sign

Inspection Requested By _____

FINAL REVIEW

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

SETBACKS & RESTRICTIONS **IMPERVIOUS LOT COVERAGE** **BUILDING SQUARE FOOTAGE**

Front _____ Building Footprint _____ 1st Floor Heated Sq. Ft. _____

Sides _____ Open/Covered Decks _____ 2nd Floor Heated Sq. Ft. _____

Back _____ Stairs, Drives, Walks _____ 3rd Floor (1/2 max) _____

Height Restriction _____ Raised Planters _____ Total Heated Sq. Ft. _____

Max Lot Coverage % _____ Pool & Decking _____ Garage _____

Min. Allowable _____ HVAC Stands _____ Other _____

Max. Allowable _____ TOTAL _____ **Rooms**

Max. 1st Floor _____ Sq. Ft. High Ground _____ Number of Bedrooms _____

Lot Coverage _____ Number of Bathrooms _____

EXTERIOR MATERIALS

Foundation _____ Mfg. _____ Color _____

Walls _____ Mfg. _____ Color _____

Trim _____ Mfg. _____ Color _____

Roofing _____ Mfg. _____ Color _____

Windows _____ Mfg. _____ Color _____

Doors _____ Mfg. _____ Color _____

Garage _____ Mfg. _____ Color _____

Front Door _____ Mfg. _____ Color _____

Paved Areas (Material and Color) _____

CHECKLIST
<input type="checkbox"/> Final Stake Out
<input type="checkbox"/> Dimensioned Site Plan
<input type="checkbox"/> Landscape Plans
<input type="checkbox"/> Construction Drawings
<input type="checkbox"/> Color Selection/ Samples
<input type="checkbox"/> Specifications
<input type="checkbox"/> Full Color Rendering
<input type="checkbox"/> Exterior Specifications
<input type="checkbox"/> Grading & Drainage

ARB ACTION Approved _____ Disapproved _____

*Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

FINAL SUBMITTAL CHECKLIST

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

NOTE: Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Completed Final Review Form
- Dimensioned site plan (1/8" = 1' 0" or 1" = 10' 0")
 - ___ Must show the building footprint including overall dimensions (depth and width) of the house and must demonstrate conformity with all required easements and setbacks.
 - ___ Any variances to established guidelines shall be clearly and specifically addressed in writing and highlighted on drawings. Variances will not be approved after construction begins.
 - ___ Driveways, guest parking, garage backup areas, and walkways must be located and appropriately dimensioned.
 - ___ Service yard, HVAC, and electric meter must be indicated.
 - ___ The following area calculations should be shown:
 1. Area of building footprint (all heated and unheated areas in square feet). This does not include roof overhangs of 2' or less.
 2. Area of all raised planters 3' above existing grade and porches.
 3. Total improvement surface area including driveway, walkways, and beach boardwalks.
 4. Total area of high ground of lot in square feet.
 5. Total area of improvements expressed as a percentage of total lot high ground area (above current OCRM critical line).
- Grading and Drainage Plan (1"=10' 0" or 1/8"=1' 0")
 - ___ Must be prepared by a SC Registered Landscape Architect.
 - ___ Must show the roof plan.
 - ___ Final grading plan must show that trees and vegetation area not to be damaged by excessive fill.
 - ___ Must show all proposed grading (including landscape berms) and must demonstrate that drainage flow does not adversely affect adjoining property or roadside drainage swales.
 - ___ The plans must include a "note" for the contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales."
 - ___ Must include spot elevations at all building corners, at the base of all stairs, at the garage door, and all corners of the driveways.
- Clearing and tree/understory protection plan
 - ___ The following areas must be noted: the clearing limits, the areas of dense understory growth, the areas where existing vegetation is to be preserved, and the areas where the existing grade will be disturbed.
 - ___ Must show storm water buffer and related drainage issues during construction.
 - ___ Must show the tree and understory protective fencing.
 - ___ Must show location for job material storage, construction dumpster, temporary toilet.
- Preliminary Schematic landscape plan (1/8" = 1' 0" or 1" = 10' 0")
 - ___ Must show tree analysis chart.
 - ___ Must show location of the house, driveway and walks with proposed landscaping concepts as intended to help integrate the building with its environment.
 - ___ Must indicate proposed budget for landscape and irrigation (not including structural hardscape fill). See Landscaping and Irrigation Budget.
- Color/Materials Samples
 - ___ Must have proposed colors of all exterior material including siding, trim, brick mortar, roofing, stucco, and lattice and shall be submitted on a 2' x 2' color sample board.
- Colored Elevation – Full Size
- Floor Plans (1/4" = 1" 0")
 - ___ Same as preliminary floor plan requirements.
 - ___ Must depict the layout and relationship of interior spaced for all levels of the proposed building.
- Exterior Elevations (1/4" – 1' 0")
 - ___ Must represent the flat plane view of all exterior sides of the proposed structure.
 - ___ All exterior materials must be accurately and fully depicted.
 - ___ Must show gutters and downspouts if proposed.

Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer. Final Submittals are due at the ARB office by noon on the Friday prior to each ARB Meeting.

IMPROVEMENT REVIEW

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Type of Improvement _____

BUILDING SQUARE FOOTAGE RESTRICTIONS	PROPOSED IMPERVIOUS LOT COVERAGE	SETBACKS &
1st Floor Heated Sq. Ft. _____	Building Footprint _____	Front Setbacks _____
2nd Floor Heated Sq. Ft. _____	Open/Covered Decks _____	Side Setbacks _____
3rd Floor (1/2 max) _____	Stairs, Drives, Walks _____	Rear Setbacks _____
Heated Sq. Ft. _____	Raised Planters _____	Height Restriction _____
Screened/Covered _____	Pool/Decking _____	Max Lot Coverage % _____
	HVAC Stands _____	Min. Allowable _____
	TOTAL _____	Max. Allowable _____
	Sq. Ft. High Ground _____	Max 1st Floor _____
	Lot Coverage _____	

SQUARE FOOTAGES	Existing	Proposed	EXTERIOR MATERIAL DESCRIPTION
Open Decks _____	_____	_____	Foundation _____
Stairs/Walkways _____	_____	_____	Walls _____
Driveway _____	_____	_____	Trim _____
Raised Planters _____	_____	_____	Windows/Doors _____
Garage/Carport _____	_____	_____	Roofing _____
Number of Bedrooms _____	_____	_____	Garage Doors _____
Number of Baths _____	_____	_____	Paved Areas _____

ARB ACTION Approved _____ Disapproved _____

Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

CHECKLIST	
<input type="checkbox"/> Letter of Intent	<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Color Samples	<input type="checkbox"/> Landscape Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Elevations
<input type="checkbox"/> Building/Site Section	<input type="checkbox"/> Review Fee Paid

LANDSCAPE CERTIFICATION

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Please check the following certification requirements:

- I have personally inspected the above referenced site and certify that the landscaping has been essentially installed as planned.

- The quantity and size of trees are as shown on the plans submitted to the Architectural Review Board.

- The landscape plans meet all tree requirements.

- The landscape plans have been changed, and the revised landscape plans are attached.

Signed By _____

(Landscape Architect)

NEW HOME CONSTRUCTION AND MAJOR IMPROVEMENT FINAL INSPECTION

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____

Contractor _____

Architect _____

Inspected by _____ **Date** _____

- As Built Survey with Roof Ridge Height Setbacks and Lot Coverage Percentage Yes No
- Community Association Approval Yes No
- Landscape Certification Yes No
- Photographs of All Four Sides of Completed House Yes No
- Completed Onsite Final Color Review Form Yes No

YES NO

I. GENERAL	COMMENTS
<input type="checkbox"/> <input type="checkbox"/> Sign Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Toilet Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Dumpster Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Debris Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Light Pole Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Mailbox Installed/Stained (bolt included)	_____
<input type="checkbox"/> <input type="checkbox"/> Numbers Routed Correctly	_____
<input type="checkbox"/> <input type="checkbox"/> Driveway/Street Joint	_____
II. LANDSCAPING	
<input type="checkbox"/> <input type="checkbox"/> Adequate Mulching	_____
<input type="checkbox"/> <input type="checkbox"/> Screening	_____
<input type="checkbox"/> <input type="checkbox"/> Half Height Foundation Plantings	_____
<input type="checkbox"/> <input type="checkbox"/> Driveway and Parking	_____
<input type="checkbox"/> <input type="checkbox"/> Street-front: Sodded/Regraded	_____
<input type="checkbox"/> <input type="checkbox"/> Lagoon Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Golf Course Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Dune Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Special Conditions	_____
III. HOUSE	
<input type="checkbox"/> <input type="checkbox"/> Approved Final Color Form	_____
<input type="checkbox"/> <input type="checkbox"/> Foundation Enclosure Complete	_____
<input type="checkbox"/> <input type="checkbox"/> Trim Appropriately Finished	_____
<input type="checkbox"/> <input type="checkbox"/> Meter Box/Conduit Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Exposed Flashing Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Roof Vents Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Chimney Hood Painted	_____
<input type="checkbox"/> <input type="checkbox"/> HVAC Unit Adequately Screened	_____

PAINTING PERMIT REQUEST

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455

Address of Project _____**Owner** _____ **Painting Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

- Existing Color Palette New Color Palette (Sample Review and Color Form required)

CHECKLIST

Please check off each item that complies with the stated guideline (see Designing with Nature for complete guideline text). If an item does not currently comply, it must be corrected prior to return of the construction deposit. Appeals to the guidelines must be made in writing and approved prior to issuing of the painting permit. The owner and painting contractor agree that:

- Siding has a matte finish.
- Stucco and wood siding are at least a value of 3 on the ARB Value Finder.
- Concrete faux clapboard or shingle siding is at least a value of 5.
- Trim is at least a value of 1 with a difference of 3 or less in value between siding and trim colors.
- Corner trim elements are stained the same as the body color of the home.
- Bay window projections are stained the same as the body color of the home.
- Bandboarding is either the body color or foundation color.
- Bandboarding is trim color at porch locations only.
- Trim color is applied to windows, fascia, soffits, columns, balustrades, and non-foundation level pedestrian doors only.
- Downspout and gutter colors match the surface to which they are attached except if copper.
- Garage doors and garage door trim are the color of the foundation or adjacent siding, or fabricated of a high quality wood stained a dark color.
- All foundation openings, including garage pedestrian doors and trim, should match the adjacent color or be of a non-contrasting color.
- Brick foundation homes should have dark colored garage doors.
- Non-compliance appeal requested for _____

Signed by _____

(Owner)

(Painting Contractor)

ARB ACTION Approved _____ Disapproved _____

*Please complete all Owner and Contractor information to ensure accurate correspondence.

PRELIMINARY REVIEW

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Setbacks & Restrictions **Impervious Lot Coverage** **Building Square Footage**

Front _____ Building Footprint _____ 1st Floor Heated Sq. Ft. _____

Sides _____ Open/Covered Decks _____ 2nd Floor Heated Sq. Ft. _____

Back _____ Stairs, Drives, Walks _____ 3rd Floor (1/2 max) _____

Height Restriction _____ Raised Planters _____ Total Heated Sq. Ft. _____

Max Lot Coverage % _____ Pool & Decking _____ Garage _____

Min. Allowable _____ HVAC Stands _____ Other _____

Max. Allowable _____ TOTAL _____ **Rooms**

Max. 1st Floor _____ Sq. Ft. High Ground _____ Number of Bedrooms _____

Lot Coverage _____ Number of Bathrooms _____

Exterior Materials

Foundation _____ Mfg. _____ Color _____ **Fee Calculations**

Walls _____ Mfg. _____ Color _____ Heated Sq. Ft.: _____

Trim _____ Mfg. _____ Color _____ Screened/Covered: + _____

Roofing _____ Mfg. _____ Color _____ Subtotal: _____

Windows _____ Mfg. _____ Color _____ **ARB Fee:** _____

Doors _____ Mfg. _____ Color _____

Garage _____ Mfg. _____ Color _____

Front Door _____ Mfg. _____ Color _____

Paved Areas (Material and Color) _____

ARB ACTION Approved _____ Disapproved _____

CHECKLIST
<input type="checkbox"/> Preliminary Stake Out
<input type="checkbox"/> Dimensioned Site Plan
<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Elevations
<input type="checkbox"/> Building/Site Selection
<input type="checkbox"/> Grading/Drainage Plan
<input type="checkbox"/> Review Fee

*Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

PRELIMINARY SUBMITTAL CHECKLIST

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Review Fee
- Required drawing sheet size of 24" x 36" or 30" x 42", one (1) complete unbound set
- Completed Preliminary Review Form
- Building Stakeout
 _____ Must show location of house, decks, stairs, raised planters, and driveway.
 _____ Trees to be removed should be "flagged" with red surveyor's ribbon.
- Floor Plans (1/4" = 1' 0")
 _____ Must depict the layout and relationship of interior space for all levels of the proposed building.
 _____ Must show proposed heated and screened square footage calculations as measured from the outside face of stud wall for each floor.
- Exterior Elevations (1/4" – 1' 0")
 _____ Must represent the flat plane view of all exterior sides of the proposed structure.
 _____ All exterior materials must be accurately and fully depicted from elevation to elevation.
 _____ Must show gutters and downspouts if proposed.
- Grading and Drainage Plan (1"=10' 0" or 1/8"=1' 0")
 _____ Show Setbacks
 _____ Must show the roof plan.
 _____ Must show that trees and vegetation are not to be damaged by fill dirt.
 _____ Must show all proposed grading (including landscape berms), and must demonstrate that drainage flow does not adversely affect adjoining property or roadside drainage swales.
 _____ The plan must include a "note" for the contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales."
 _____ Must include spot elevations at all building corners, the base of all stairs, the garage door, and all corners of the driveways.
- Dimension Site Plan (1/8" = 1' – 0" or 1" = 10' 0")
 _____ Must show the building footprint including overall dimensions (depth & width) of the house, and must demonstrate conformity with all required easements and setbacks.
 _____ Any variances to established guidelines shall be noted and highlighted and brought to ARB attention.
 _____ Driveways, guest parking, garage backup areas, and walkways must be located and appropriately dimensioned.
 _____ Service yard, HVAC, and electric meter must be indicated.
 _____ Roof plan
 _____ The following area calculations should be shown:
 1. Total area of high ground of lot in square feet.
 2. Area of building footprint (all heated & unheated areas in square feet). This does not include roof overhangs of 2' or less.
 3. Area of all raised planters 3' above existing grade and porches.
 4. Total improvement surface area including driveway, walkways, and beach boardwalks.
 5. Total area of improvements expressed as a percent of total lot high ground area (above current OCRM critical line).
- Building site sections (scale as necessary)
 _____ Must show floor and ceiling heights of each habitable floor.
 _____ Must accurately reflect proposed grading changes and natural topography.

*Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer.

*Preliminary Submittals are due at the ARB by noon on the Friday prior to the ARB Meeting.

SITE ANALYSIS FORM

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Property Owner _____ Architect _____

Landscape Architect _____ Contractor _____

The following represents the items of discussion covered at the initial site analysis on the above referenced project.

The following was noted: _____

Neighborhood characteristics were highlighted. Yes No

An overview of acceptable color palette was discussed. Yes No

ARB Representative: _____

VARIANCE REQUEST

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

RESTRICTIONS

VARIANCE REQUEST

Sq. Ft. Min. Allowable _____

Sq. Ft. Max. Allowable _____

Sq. Ft. Max. 1st Floor _____

Front Setbacks _____

Side Setbacks _____

Rear Setback _____

Max Lot Coverage % _____

Height Restriction _____

VARIANCE CRITERIA USED

BUILDING SQUARE FOOTAGE

IMPERVIOUS LOT COVERAGE

_____ 1st Floor Heated Sq. Ft. _____ Building Footprint _____

_____ 2nd Floor Heated Sq. Ft. _____ Open/Covered Decks _____

_____ 3rd Floor (1/2 max) _____ Stairs, Drives, Walks _____

_____ Ancillary Heated Sq. Ft. _____ Raised Planters _____

_____ Other _____ Pool and Decking _____

_____ Total Heated Sq. Ft. _____ HVAC _____

_____ **TOTAL** _____

_____ Sq. Ft. High Ground _____

_____ Lot Coverage _____

ARB ACTION Approved _____ Disapproved _____

KIAWAH ISLAND BUSINESS LICENSE WAIVER

Kiawah Island Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

I, as the property owner of _____
(Location of construction address)

on Kiawah Island, SC agree that I personally will be performing all of the minor improvement work stated on the attached Kiawah Island Architectural Review Board Construction Application and Deposit Agreement Form. I understand that this waiver of a Kiawah Business License does not allow me to perform any work without prior Kiawah Architectural Review Board approval nor does it allow me to hire or delegate the minor improvement work to any other party or unlicensed contractor.

Property Owner Signature: _____

Date: _____

ARB Representative Signature: _____

Date: _____

Applicable KI ARB Building Permit # _____

FRESHFIELDS VILLAGE

Architectural Review Guidelines

Dear Property Owners and Tenants:

From the beginning, the goal for the development has been to achieve an uncommon and visually pleasing blend of natural beauty and man-made improvements. Commercial areas have been integrated with the residential development and Freshfields Village's developers have also implemented a well-researched plan to guide residential and commercial development, which they administer through the Freshfields Architectural Review Meeting (FARM).

Environmentally sensitive design can best be achieved through a careful, well-thought-out response to the configuration of your property, the Low Country climate, existing vegetation, and topography of the building site. Research over the years has told us time and time again that Freshfields Village's most outstanding feature is its natural beauty. FARM is committed to protecting and enhancing this precious asset. Thus, one of our primary objectives is to assist you in your planning efforts, and we stand ready to do so.

These guidelines are intended to serve as your benchmark in the complex yet rewarding process of planning a property, upfit or a renovation. While this document has proven to be a helpful tool in planning for Freshfields Village, it can neither provide all the answers nor guarantee ideal solutions for every situation. Nevertheless, as questions arise concerning your building plans, FARM will be very pleased to assist you. We encourage you to participate when possible in presentations to FARM, as they are made by your Architect, Builder, or Landscape Architect.

We hope also that you, your Architect, your Landscape Architect and your Builder will find these guidelines helpful, and we encourage your questions and comments. If we may be of assistance, please do not hesitate to call on us.

Respectfully,

for: The Freshfields Village FARM

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CHAPTER ONE

INTENT OF THE GUIDELINES

A. DESIGN OBJECTIVES

Freshfields Village enjoys a moderate climate, breath-taking natural beauty, and the professional and financial resources necessary to create a commercial and residential community without compromise or parallel.

Over the years of stewardship at Freshfields Village, the developer has been dedicated to preserving a unique and ecologically sensitive community. The architectural design and construction philosophy is that structures should generally be unobtrusive in form and color in order to complement their natural setting while fitting within the aesthetic of an evolved coastal village.

This philosophy suggests that each project be treated not as an individual creation or architectural entity arbitrarily placed on its site, but rather as a carefully planned addition to the natural setting which embraces the site and becomes one with it. Consequently, design solutions should extend beyond the building walls to include the entire site, varying in design to complement and enhance their natural surroundings. Designs and colors appropriate for the mottled shade of forest areas might be inappropriate for open or un-wooded sites. Colors and textures of exterior building materials should be compatible with the light reflecting properties of the natural elements such as tree bark, surrounding trees and shrubs, pine needles, natural grasses, and other vegetation.

B. FUNCTION OF FARM

FARM (FARM) was organized for the purpose of controlling and enhancing Freshfields Village development. FARM's composition of members is determined by the developer and is comprised of the developer, a planner, an architect, a landscape architect and the property manager.

FARM approval and the subsequent issuance of a Freshfields Village Building Permit are the first steps in obtaining the necessary approvals for the construction or enhancement of a structure. Complete sets of construction documents displaying the stamp of approval of FARM must be used in following all normal procedures administered by Charleston County for obtaining building permits.

The South Carolina Department of Health and Environmental Control (DHEC) Office of Ocean and Coastal Resource Management (OCRM) has jurisdiction over some

elements of the building process. The Owner and his Architect are solely responsible for compliance with OCRM rules and regulations that apply to lots that border salt marsh and certain lagoons which are considered as “critical areas.” All properties must comply with the OCRM Storm Water Management Act.

The approval of FARM relates to the harmony and compatibility of external design and site design optimization. FARM does not assume liability for structural design, material sufficiency, nor damage to a neighbor’s property during or after construction. FARM approval does not constitute any opinion or representation by FARM that design plans comply with any municipal, state, or federal laws.

C. PURPOSE OF THE STANDARDS AND GUIDELINES

It is the purpose of these *Standards and Guidelines* to encourage construction of excellent architectural design that is appropriate to the surroundings and to the special conditions of climate and other environmental factors indigenous to Freshfields Village. A strong sense of identity should be developed to create an attractive and harmonious addition to the community.

These *Standards and Guidelines* are intended also to assist Freshfields Village tenants and property owners during the design, construction, and improvement of their property. The standards are intended to protect the property values of all owners throughout Freshfields Village, and the review procedures are intended to provide a systematic and uniform review for all construction requiring FARM approval. These *Standards and Guidelines* are amended from time to time by the developer as deemed necessary.

CHAPTER TWO DESIGN GUIDELINES

A. DESIGN ENVIRONMENT

One of the major goals of every architect designing at Freshfields Village must be to integrate harmoniously every man-made structure with its surrounding natural environment. Since each building site is unique, it will be necessary for all architects to prepare a thorough site analysis prior to the design of every project. FARM will scrutinize closely, while reviewing for approval, the overall design concept and how well it relates to its surrounding environment.

In addition to detailed site data, more general information of the surrounding physical environment must be included. Consideration should be given to prominent and potential views, orientation for privacy of service areas from the street, neighbors, etc., in addition to the materials, scale, and form of existing structures. These factors will be very important in blending the proposed design with the existing development fabric.

The design of each project must also address the prominent climatic characteristics of Freshfields Village. The warm temperatures suggest every project have adequate cooling capabilities. With the majority of the days being sunny, there is potential for using passive and active solar systems.

After preparing the site analysis, the uniqueness of each site becomes apparent. Because of this uniqueness, a design that was appropriate on one site may not be equally appropriate for another site. Therefore, the repetitive use of residential or commercial designs or the purchasing and use of stock plans is inappropriate and will not be accepted.

B. NEW STRUCTURES

Emphasis should be placed on architectural compatibility with neighboring properties and Freshfields Village as a whole. Commercial sites are conveyed to individual buyers subject to extensive deed restrictions and architectural covenants designed to establish strict control of land use and insure that all structures are attractive in appearance and appropriate to the built environment. These restrictions and site analysis data form a basis for the beginning of site development concepts. When developing a site, a concept must be followed in determining site utilization. The best access to the site, as shown in the site analysis, should be the beginning of auto circulation areas including driveways, parking, and turn-arounds.

The functional areas of the project should be related to the most suitable areas of the property. Particular attention should be given to entry areas and service areas. Occupant and visitor circulation patterns should be resolved as well.

Successful commercial design solutions are those in which it is difficult to distinguish between elements that are a part of the building and those, which are a part of the landscape design. Site utilization, interior spaces, exterior spaces, and landscaping concepts should be integrated with the environmental features in the creation of a successful design.

The buildable area of every lot must be delineated to determine the portion of the lot upon which the structure may be constructed. This area is sometimes specified by easements and setbacks as recorded on the subdivision plat, on specific exhibits attached to recorded deeds. The combination of lots or the modification of lot line locations may alter the setbacks. Any lot line change must receive prior approval from the developer and will require review by FARM.

1. BUILDING SETBACKS: Setbacks are specified on the subdivision plat and/or the deed. Larger, as well as irregular sites, may suggest to FARM that these setbacks be altered. It is imperative that the owner/architect get from FARM a reading on specific setbacks before proceeding beyond the conceptual stage. Setbacks are dimensioned from the property line or the OCRM “critical line”, using whichever is most restrictive.

2. VARIANCES: The building footprint including cantilevered elements, decks, and steps should be located within the buildable area and should not encroach on the setbacks. Rules on setbacks (whether on the subdivision Plat of record or not) are determined by the developer, and slight variances may be permitted by FARM to save prominent trees, minimize disruption to unusual topographic features, to accommodate an irregularly shaped lot, or when FARM determines in its sole discretion that a variance is otherwise appropriate to the site. All such determinations are unique to the requested condition and as such are not precedent setting. Such determinations are final and binding on all concerned.

3. ARCHITECTURAL DESIGNS: The architectural design concept for Freshfields Village is that structures should be generally unobtrusive in form and color in order to complement their natural setting while fitting within the aesthetic of an evolved coastal village. Only after extensive site information has been collected and site development concepts have been formulated giving due consideration to neighboring properties, can the building development be considered.

The developer may determine that certain new development areas shall have specific guidelines that are unique to that area. It is important the Owner and Architect verify the existence of such guidelines with FARM.

4. BUILDING SIZE: The recorded Covenants, Contract of Sale, recorded plat(s), and/or Deed to your lot usually stipulate the minimum and/or maximum square footage that may be contained in a structure on a lot. The minimum size of the first floor (also sometimes set forth in such documents) may be regulated by FARM. Building heights shall be determined by FARM based upon lot location, tree cover, neighboring buildings, and other factors affecting the site. Particular attention should be given to the first floor elevation required by Federal flood regulations.

In addition, while maximum building sizes may not be specifically established in your Deed or recorded Covenants, FARM may, at its discretion, disapprove a submittal that is felt to be inappropriate for the site due to size. FARM will not approve any submittal that crowds the site and/or is out of context with other structures in the area. In general, designs in which the amount of the site covered by the structure, including all decks, walkways, pervious and impervious driveways, and other impervious elements, is excessive will be disapproved. Higher percentages may be considered for smaller properties.

5. HEIGHT RESTRICTIONS: Generally, maximum heights are measured from Base Flood Elevation. FARM should always be contacted to confirm height restrictions for individual properties.

6. BUILDING FORM: The eventual building form of every structure should be a carefully planned addition to the natural setting and embrace its site. Building shapes should provide interest and be compatible with neighbors. Large structures can be made to appear smaller and small structures to appear larger by the manipulation of shapes and forms, and by the effective use of canopies and porches. The roof-scape should complement the design of the structure, the natural surroundings, and neighboring designs.

7. ARTICULATION: The aesthetic appearance of a structure obviously depends greatly upon the articulation of the siding, roofing, details, fenestration, walls, and fences. Windows should be selected and located to provide for views, light, and privacy. Fenestration must be compatible with the architecture of the project and detailed with true or simulated mullions where divisions are proposed.

Walls, fences, and screens should be used to provide privacy, enclose service areas and HVAC units, and to reduce the scale of large masses. Details at the soffit, fascia, base, corners, windows, and decks should have common elements that help unify the appearance. Venting or louvers at foundations and gables should be detailed using substantial materials that indicate form and depth. Shutters should be consistent from elevation to elevation as applicable and must appear operational.

8. MATERIALS AND COLORS: All exterior materials and colors should complement the surrounding environment. Color samples for new construction and restaining of existing buildings shall be presented to FARM in the form of color samples on site for approval in advance of painting or staining. The use of garish and/or overly bright colors is uniformly prohibited. Unless otherwise approved in writing, bandboarding, corner trim elements, and bay window projections are to be stained the same as the body color of the structure. Trim color should be applied to windows, fascia, soffits, columns, balustrades, and pedestrian doors only. Garage doors and garage door trim should be the color of the foundation. The use of natural woods, stucco, and brick is encouraged while the use of imitation or less than highest quality materials is discouraged, (the use of plywood siding is never permitted).

Roofing materials shall be wood shakes, wood shingles, fiberglass shingles, slate, tile or standing seam metal. In case of fiberglass shingles these shall be of a “shake” style. Other roofing materials shall be held to a similar standard of quality. Roof vents and accessories should be located away from the front elevation and painted to match the roof color.

9. SUPPORT FACILITIES: Circulation patterns should be taken into consideration when designing to avoid conflicts between visitors, service areas, and the like. Electric meters and air-conditioning units must also be screened from view. Television and radio antennas are not permitted on roofs and should be installed in attics. Satellite dish locations must be approved by the FARM prior to installation.

C. LANDSCAPE

Freshfields Village’s natural setting offers a unique environment that must be recognized and preserved as a framework for development. The special natural environment is ecologically fragile and is difficult to replace once it has been disturbed. The Guidelines are intended to indicate the seriousness with which we approach alteration of vegetation.

1. EXISTING VEGETATION: Significant trees and areas of understory growth are essential natural and aesthetic resources. They play a critical role in purifying air and water, providing wildlife habitat, enhancing natural drainage, and erosion control. These trees and shrubs contribute to the quality of life at Freshfields Village. Consequently, FARM is most concerned with their well-being, and has established these Guidelines to assure their preservation.

The following are a few general guidelines that must be followed regarding existing vegetation:

- a. The removal of any tree or any area of understory growth without the notification of, and permission being granted by, FARM is prohibited.
- b. Tree removal required to develop the property (i.e., the building footprint and paved area) may require planting of additional trees as mitigation at FARM's discretion. See the Tree Replacement Guidelines.
- c. The removal of trees on lots or parcels that have already been developed is discouraged by FARM. Any such removal without FARM's approval is prohibited.
- d. Pruning in Sensitive Areas: Marsh edges contain some of the most sensitive vegetation at Freshfields Village. Natural drainage patterns, erosion control as well as wildlife habitat, may be easily upset by thoughtless overpruning. In addition, certain areas adjacent to marsh edges may be subject to further restrictions imposed in connection with the Storm Water Management Act. Therefore, the pruning in these areas is prohibited without FARM's approval. In all cases where such pruning is allowed, it shall be kept to a minimum and conform to existing natural patterns of growth. Pruning should occur after the structure has been framed and views are established.

Violations of the above guidelines may result in substantial fines and mitigation requirements.

2. DESIGN GUIDELINES: These guidelines have been prepared to help define the appropriate site planning and landscaping that should be provided for Freshfields Village. The basic objectives of a designer preparing site and landscape plans should be:

- a. To minimize the impact of the structure on the surrounding natural environment, and to see that the site's existing landscape is preserved in its natural state insofar as possible.
- b. To enhance the built environment and integrate structures into the surrounding natural environment.
- c. To consider both long and short views to and from a project. Certain views should be improved with the addition of selected landscape elements that are appropriate for that purpose.

The completed landscaping should complement the project and provide continuity between it and the surrounding vegetation. Architects and Landscape Architects should incorporate the existing natural vegetation into their plans. Ideally, property lines should disappear with the use of continuous landscaping.

The use of flowering trees and shrubs, both perennial and annuals, of soft coloration is encouraged. The extent and complexity of landscaping will depend upon the unique features offered by the site, the owner's desires, the design of the project, the nature of existing vegetation, and the configuration of the property.

Care should be used in the selection of plants and flowers for size, tolerance of salt-air environment, and resistance to drought and wildlife. Because of the rapid drying rate of the sandy soil, it is recommended that irrigation systems be included in landscaping plans to protect the sizable investment of initial landscaping planting. It is critical that the storm drainage system and any applicable easements in the immediate area of site be integrated into the overall landscape design.

3. GENERAL GUIDELINES

- a. All landscape plans must be prepared and stamped by a Landscape Architect licensed to practice in the State of South Carolina.
- b. Tree and topographical surveys are to be dated within twelve (12) months of their submittal to FARM. Genus and species of trees and major understory vegetation must be indicated.
- c. The entire site must be planned. If areas are to remain natural, it should be indicated as such on the plan.
- d. Schematic or bubble diagrams may be used for preliminary plans.
- e. Driveways, parking areas, and visually objectionable elements such as service areas, storage yards, and utilities must be well screened from the street and adjoining lots.

4. HARDSCAPE GUIDELINES:

- a. Driveway access from the street must be approved by FARM.
- b. FARM prefers pavement colors that are subdued and natural in tone.
- c. Dimension standards:
 1. Driveway width should be a minimum of 18' on curves, and 15' for straighter drives. Where the driveway meets the street, the width of the drive should be at least

25' wide. Curved driveways should have no less than a 15' radius. Design of driveways must also meet fire department requirements for access.

2. Garage backup area should be a minimum of 26' from garage door.
3. Guest parking areas must be a minimum depth of 19' and maximum width of 10'.
4. All walkways to the front entrance should be a minimum of 54" wide.
5. No paved areas may be sited closer than five (5) feet from side or rear property lines.

5. SOFTSCAPE GUIDELINES:

a. Trees

1. Each lot after development must contain a minimum number of healthy trees of an approved type. See Tree Replacement Guidelines for calculation formula and mitigation requirements.
2. Compliance with the tree calculation formula does not grant the owner the right to clear existing trees without FARM approval.
3. Of the trees shown to be planted on the landscape plan, at least two-thirds must be native species (oaks, magnolias, hickories, palmettos, etc.).
4. All trees required for mitigation must be native species.
5. Landscape plans must show and label species of existing trees that are to remain.
6. The landscape plan must indicate, in chart form, how the proposed plan fulfills the above tree requirements.

b. Shrubs

1. All shrubs installed must be a minimum size of three gallons.
2. FARM may require larger material (6'-8' in height) to be planted to help soften tall foundations.
3. Foundation plantings are required to be at least half the height of the foundation, and must encompass the entire structure.
4. Planting beds near side property lines are encouraged to blend with adjacent properties in both plant material and design. Native plants such as wax myrtles and hollies are also encouraged along these edges.

5. The use of native or drought tolerant plants is recommended to reduce irrigation needs.
- c. Grass, ground cover, and mulch
1. Areas shown to be grassed must be sodded as opposed to seeded or sprigged.
 2. Roadside right-of-ways that are disturbed during construction must be re-graded and sodded so as to provide a continuous grass edge. This includes areas of nearby lots that are damaged during construction.
 3. Ground cover is encouraged in shaded areas where it is difficult to grow grass.
 4. Pine straw or mulch can be used as a ground cover in areas of medium or dense shade.
 5. FARM may require the use of rain sensor gauges on irrigation systems.

It should be noted that approval of a landscape plan is conditional, pending a field review of the in-place installation. At that time, additional landscaping may be required to reduce the visual height of a tall structure, to provide erosion control, additional screening, to correct damage from construction activity, or for other reasons as deemed appropriate by FARM.

6. TREE REPLACEMENT GUIDELINES:

All applications for tree removal and replacement received by FARM are subject to the following guidelines:

- a. All specimen oak trees on any lot of 3" caliper or greater at diameter at breast height (dbh) and all other trees of 6" caliper or greater dbh, shall be entered on a Tree Survey and submitted to FARM with site plans.
- b. The minimum tree requirements for a developed lot is equal to one (1) tree (3" or greater in caliper, dbh) per 1,000 square feet of gross lot area (palmetto trees only count as a half tree). The minimum number of trees required must also equal 70% of the number of trees shown on the tree and topographic survey of the undeveloped lot. Both methods of calculating the minimum number of trees required must be shown on the landscape plan. Whichever formula shows the greater number of additional trees will be the tree formula required for any lot.
- c. Should any such oak or other specimen tree fall within the building envelope approved by FARM, then FARM, in its

discretion, may require mitigating replacement by way of oaks or other trees of at least 3" in caliper dbh. The replacement tree preferred shall be native species such as oak, magnolia, palmetto, or hickory. Depending upon the number of trees removed and the landscaping planned by the owner, the requirement of replacement trees may be waived or, in FARM's discretion, plant material and shrubbery may be substituted where visually appropriate. All oak trees of 24" or greater in caliper dbh must be preserved unless FARM determines there is no reasonable design solution that would save the tree(s). For every oak tree with a caliper of 24" or greater dbh that is removed, the property owner shall be required to plant trees for which the sum of calipers is equal to or greater than the caliper of the trees removed. Mitigation trees shall measure a minimum of 6" in caliper dbh.

- d. All specimen trees shown on the Tree Survey outside of the building envelope shall be carefully protected from construction activities in any manner deemed appropriate by FARM including protective fencing. Oak tree greater than 6" in caliper dbh that are removed outside the building envelope may require mitigation in FARM's discretion should FARM permit such removal. Any trees that are damaged or die as a result of construction activity will require mitigation and a possible fine.
- e. If replacement trees will not "fit" on a lot in FARM's discretion, FARM may require location of same in a common, open, or park area of Freshfields Village.
- f. In exercising its discretion respecting these Tree Replacement Guidelines, FARM shall take into consideration, among other things, the number and species of trees removed, any hardship to the property owner, the remaining foliage, trees, shrubbery, and other plant species as may exist on a lot and/or as may be proposed to be added by the owner as a part of the landscaping plan, the size, shape, and topography of the lot, the size, species, and value of proposed replacement tree, the neighborhood characteristic including its general topography, foliage, and natural tree canopy and other relevant factors.

FARM may consider brief delays in installation due to severe weather conditions that may adversely impact the health of installed material.

E. EXISTING STRUCTURE GUIDELINES

The primary purpose of the Guidelines is to foster the creation of a community that is aesthetically pleasing and functionally convenient for all residents, tenants, and visitors. These restrictions, governing proposed structures, structures under construction, and existing structures, require every structure at Freshfields Village to be maintained in a manner conforming to these Guidelines. **Every property owner is responsible for preventing the development of any unclean, unsightly, or unkempt conditions of buildings or yards, which shall reduce the beauty of the neighborhood as a whole or the specific area.**

1. **IMPROVEMENTS:** No alteration, including upfits, painting, staining or reroofing, affecting the exterior appearance of any building, structure or landscape shall be made without prior approval of FARM. A request for approval must be submitted to FARM including the review fee, a completed Improvement Review Form, all drawings necessary to define the proposed improvement, color samples, and site stake out when applicable. When approved, a Freshfields Village Building Permit must be issued prior to commencement of any clearing, material delivery, painting, or construction.

2. **LANDSCAPING:** Formally landscaped bed and lawn areas must be maintained and screened from other properties. In natural areas, weed growth must be controlled. Any proposed changes in landscaping such as fences, fountains, lighting, drives, walks, landscape structures and statuaries must be approved by FARM. Every property owner is required to replace significant trees that die due to natural causes to ensure that the required number of trees per lot is maintained. A deposit for tree removal will be required when mitigation is deemed necessary. See Landscape guidelines for additional requirements.

3. **TREE REMOVAL:** Generally tree removal for existing structures will not be approved unless the tree is diseased, damaged, or a threat to the structure. Any tree that is approved for removal will generally require mitigation with native hardwoods. See Tree Removal guidelines for additional information.

F. APPURTENANCE GUIDELINES

All exterior alterations and improvements to a residential or commercial property require prior approval from FARM. The proposed building of a dock or bridge into or across any natural or manmade water body must receive prior approval from FARM. Exterior lighting requires FARM approval, and must be installed so as not to disturb either neighbors or nearby traffic. In addition, OCRM has regulations and should be consulted. The construction of landscape structures as well as swimming pools and tennis courts are considered improvements and must be submitted to FARM. The

approval of such structures generally depends upon their location, appearance, and related landscaping. The following are specific guidelines for the design or alteration of appurtenances.

1. SIGNAGE: All commercial and residential signage must be approved by FARM and must conform to the Charleston County signage guidelines. Freshfields Village was designed to be a pedestrian village. Therefore, the retail signage must reflect the walking customer rather than the drive-by customer. See Chapter 5, Retail Guidelines for additional information.

2. BOATS AND CAMPERS: The storage of boats and campers in yards, driveways and parking lots is prohibited. The developer may be contacted for information regarding leasing of space in a storage yard.

3. EXTERIOR LIGHTING: All exterior lighting shall be installed so as not to disturb neighbors or impair vision of traffic on nearby streets. Additional guidelines are as follows:

- a. Landscape plans must indicate all proposed exterior landscape lighting. The use of exposed, non-hooded spotlights will not be approved. Low voltage, high quality metal fixtures are encouraged.
- b. b, Exterior lighting should be limited to areas where there will be pedestrian movement., Retail lighting should illuminate the display windows as well as the sidewalk outside the windows from 8 PM to 2 AM, as specifically noted in Chapter 5.c. The source of exterior lights should not be visible from property lines or streets.
- c. Floodlights are almost never permitted. A minimum number of floodlights, or similar types of lighting attached to soffits and fascias, when allowed, must be hooded, low voltage, and approved in advance.

Because each design and site is unique, lighting plans will be evaluated based on the unique characteristics of the site. FARM has discretion to disallow plans that introduce excessive lighting into the landscape.

4. FENCING: All fencing designs must receive FARM approval and a permit is required prior to installation. Fences shall not exceed five feet in height, and are required to be heavily screened with continuous landscaping. In order to allow for landscaping, fences are not permitted within ten (10) feet of property lines. Fences shall not encompass a yard in entirety, as this prohibits the blending of landscaping with

neighboring properties. Minimal fencing approved for security and liability issues must adhere to the previous guidelines.

5. SATELLITE DISHES: Satellite dish placement requires FARM approval. A 20" diameter or less satellite dish may be placed on the roof of a structure, provided it is not visible from the street and is properly screened from adjoining property. If ground placement is necessary, landscaping will be required for screening views from streets or adjoining property. The dish must be painted a color that will blend with the surrounding roof or screening.

6. STORM PROTECTION: Installation of storm protection systems for doors and windows requires review and approval by FARM. All elements of the system must match in color the surface to which they are attached and should integrate with the architecture of the structure. FARM encourages the use of removable panels and hinged shutters, where applicable. Storm protection systems may only be utilized when the Island is in eminent danger due to the issue of a hurricane warning by the National Weather Service. Systems must be removed or disengaged immediately after the warning is removed and may not be used as a means of securing property during homeowner absences.

CHAPTER THREE REVIEW PROCESS

A. EXPLANATION OF THE PROCESS

FARM exists to review all building, remodeling, and/or alteration activity proposed for Freshfields Village and to encourage high quality architectural design and characteristics appropriate to the surroundings, the special conditions of climate and other environmental factors indigenous to the area.

This review process has been organized to establish a systematic and uniform review of proposed residential or commercial construction. Required drawings and submittal forms **must receive** Site/Concept and Preliminary Approval before submission for Final Approval. All submittals to FARM for construction must be made by an Architect registered in the State of South Carolina.

Architects should strive to develop a strong sense of identity within a framework of visual continuity so as to create an attractive and harmonious addition to the community. It is not the intention of FARM to stifle creativity in producing a strong identity, provided the design conforms to these Guidelines. However, through its Review procedures, FARM may disapprove any proposed construction on purely aesthetic grounds, where, in its sole judgment, such action is required to protect the enduring natural beauty and attractiveness of an area.

Aesthetic issues may include, but are not limited to, neighborhood compatibility, site relationships, and design consistency. Neighborhood characteristics will be considered during the review of the proposed building's materials, style, colors, mass, height, and square footage. The existing vegetation, tree canopy, tree root systems, drainage, and grading will be considered during the review of building mass and drainage. Window style, pattern and proportion, detailing, and overall proportion will be reviewed for consistency with the proposed architectural style.

FARM will assist Owners, Tenants, Architects, and Contractors during design and construction and is available to promptly reply to questions concerning design and construction guidelines.

The project will not, however, be presented to FARM for review until all of these items have been addressed.

No site clearing, material deliveries, or construction may begin without first obtaining a Freshfields Village Building Permit from FARM. A permit may be issued only after Final Approval is granted by FARM. Therefore, the review process must begin early

enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by the Charleston County Building Department must be followed as well. If construction of an approved structure has not commenced within six (6) months of its approval, resubmittal to FARM will be required.

FARM meets as needed. Submittals should be received by FARM a week prior to the meeting. To be considered, submittals shall be accompanied by the appropriate FARM Form, completed in full. Any review fees due must also be paid in full for a submittal to receive consideration. All requirements shall be completed or FARM may refuse to review a submittal. FARM encourages personal presentations of submittals by Architects and Owners.

B. SITE ANALYSIS AND CONCEPT REVIEW

The Architect and Landscape Architect are required to become familiar with the property, to evaluate the health and location of specimen trees, other vegetation, and existing topography, and to be aware of FARM issues. This information should be represented graphically on the following Site Analysis and Concept Drawings.

1. TOPOGRAPHICAL AND TREE SURVEY: One of the first steps in preparing a site analysis is obtaining a Topographical and Tree Survey for the property from a South Carolina Registered Land Surveyor. The survey must be dated within twelve (12) months of its submittal. This survey must be at 1" = 10'- 0" scale and is required to show the legal description of the property, including the following:

- a. Recorded property lines, easements and setbacks.
- b. The topographical contours of the lot.
- c. The location, genus, and species of all oak trees over 3" in caliper dbh and other trees in excess of 6" in caliper dbh.
- d. Any prominent natural features of the site.
- e. Adjacent buildings with roof heights from MSL, appurtenances, and pavement.
- f. Current OCRM critical lines.
- g. Utility locations.

The accuracy of the survey is extremely important as this will eventually influence the design of the structure. Minor inaccuracies in the survey can often lead to significant delays and/or increased project budget if not addressed promptly. Surveyor error cannot be considered "hardship" that supports a variance.

2. EXISTING SITE CONDITIONS: The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to, the following:

- a. Oak trees 24" in caliper dbh or greater highlighted in red.
- b. Hardwood trees 12" in caliper dbh or greater highlighted in green.
- c. Areas and characteristics of natural vegetation or dense understory, including special or unusual site features.
- d. Existing oak canopy delineated.
- e. Locations of diseased or damaged trees.
- f. Locations of trees restricted from removal with respective ground area delineated by shading or hatching.
- g. Existing drainage patterns.
- h. Sun movement analysis and breeze directions.

3. PROPOSED SITE DEVELOPMENT: The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to, the following:

- a. View orientation.
- b. Major features on adjacent properties within 50' of property line.
- c. Building, parking, and decking locations with approximate square footage requirements.
- d. Site access.
- e. Areas requiring minimal or maximal privacy.
- f. Potential variances should be clearly and specifically addressed in writing and highlighted on drawings.

All variances must be brought to the attention of FARM during the review process and cannot be approved after construction begins.

4. CONCEPT DRAWINGS: The drawings should reflect the proposed form, spatial relations, materials, articulation, and circulation patterns.

Schematic sketches, dimensioned plans and elevations, models, and perspectives are most appropriate for concept review. One (1) complete set of drawings with review form is required.

After review, FARM will either grant Site/Concept Approval or provide reasons for the rejection of the submittal, and normally will offer suggestions for improvement. If the concept drawings are substantially changed, either by request of FARM or desire of the

owner, they must be resubmitted and receive Site/Concept Approval before proceeding for Preliminary Approval. See Appendix for forms.

C. PRELIMINARY REVIEW

The preliminary submittal drawings are prepared after changes are made from the review of conceptual plans. A written response to any comments from the previous review should be submitted. One (1) complete set of drawings is required. FARM will not review a project unless the following are completed and have been submitted.

1. PRELIMINARY STAKE OUT: The project shall be staked out on the lot with stakes at least two (2) feet tall, marking the corners. A string shall connect all stakes outlining the shape of the structure, including decks, stairs, raised planters, and pavement. The lot line nearest the project shall be defined with string. All trees proposed to be removed shall be tied about their circumference with *red* surveyor's ribbon. **Preliminary stake out must be completed prior to FARM convening or the submittal will not be reviewed.**

2. COMPLETED PRELIMINARY REVIEW FORM: All necessary forms are provided in the Appendix.

3. SUBMITTAL FEE: This fee is for the review process. See the Attachments for the schedule.

4. FLOOR PLANS: Plans at ¼" scale must depict the layout and relationship of interior space for all levels of the proposed building. These plans must show the proposed heated, unheated, screened, and covered square footage calculations as measured from outside face of exterior walls for each level, including steps and mezzanines. For area calculations of unheated spaces, measure from the centerline of walls that separate heated and unheated spaces. Elements of floor and wall covering should be noted.

5. EXTERIOR ELEVATIONS: Drawings shall be presented at ¼" scale representing the view of all exterior sides of the proposed structure. Elements of all exterior walls shall be accurately and fully depicted. Gutters and down spouts must be shown if proposed.

6. GRADING AND DRAINAGE PLAN: The grading and drainage plan shall be drawn at a scale of 1" = 10' with the setbacks. These drawings must show the roof plan and that trees and vegetation are not to be damaged by fill dirt. They must also show the proposed grading (including landscape berms) and demonstrate that drainage flow does not adversely affect adjoining property, or roadside swales. The Landscape Architect must include a "note" for the Contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on

adjoining property or roadside swales.” Also included must be spot elevations at all building corners, at the base of all stairs, , and all corners of pavement.

7. DIMENSIONED SITE PLAN: This plan must be at a scale of 1" = 10', must include overall dimensions (depth & width) of the structure, and must demonstrate conformity with all required easements and setbacks. Any variances to the established guidelines shall be noted and highlighted to bring attention to FARM. Driveways, parking, backup areas, and walkways must be located and appropriately dimensioned. The service yard, HVAC, and electric meter must be indicated on these drawings. A roof plan must be submitted. This drawing must contain area calculations for the area of building footprint (including heated and unheated areas in square feet, not including the roof overhangs of 2' or less), the total improvement surface area including the driveway, walkways, and parking, the total area of high ground of lot in square feet, and the total area of improvements expressed as a percentage of total lot high ground area above the current OCRM critical line.

8. BUILDING SITE SECTIONS: Drawn to scale as necessary, these plans must show floor and ceiling heights of each habitable floor.

After review, FARM will either grant Preliminary Approval or provide reasons for the rejection of the submittal, and normally will offer suggestions for improvement. If the preliminary drawings are substantially changed, either by request of FARM or desire of the owner, they must be resubmitted and in receipt of Preliminary Approval before proceeding for Final Approval.

E. FINAL REVIEW

The construction documents are prepared after changes are made, if any, from the review of preliminary plans. The final stake-out, reflecting any changes, must be completed before submitting for Final Review. A written response to any comments from the previous review should be submitted. FARM will not review a project unless the following are completed and have been submitted:

1. FINAL STAKEOUT: The preliminary stake-out must be updated reflecting changes, if any, in the location of the project and any additional trees to be removed. No dune lines or oak trees over 3" in caliper dbh or other trees 6" in caliper dbh may be removed or limbed at any time without prior FARM approval. Extra care shall be taken by fencing to avoid injury to any trees not approved for removal.

2. COLOR SAMPLES: Because color is essential to the overall success of the project, FARM requires proposed colors of all exterior materials including siding, trim, brick, roofing, stucco, and lattice to be submitted on actual samples of materials proposed for use, and shall be submitted attached to a 1'-0" x 2'-0" wood panel. These

sample submissions are most important to both the owner and FARM in evaluating the eventual appearance of the structure as color chips often vary greatly from actual applications on varying materials. The samples submitted at the time of Final Review do not constitute final approval of the color palette. Final approval may only be given after on-site review of the sample board during the construction of the project. **Material color samples are the property of FARM and may not be returned.**

3. SCHEMATIC LANDSCAPE PLAN: A landscape plan prepared by a South Carolina registered Landscape Architect, at a scale of 1" = 10' showing the following:

- a. Location of the building, driveway, parking, and walks with proposed landscaping concepts as intended to help integrate the building with its environment and to provide for positive drainage.
- b. A scale representation of all planting material, identified as to size, quantity, common and scientific name, and variety. Include a proposed plant list.
- c. Tree analysis chart including 1 tree per 1,000 square feet of high ground and 70% of existing trees on the lot. Mitigation trees should be shown and highlighted.
- d. Location of landscape lighting with fixture catalogue cuts, sprinkler head locations, walks, fences, pools, decks, patios, garden structures, and mailboxes. Include a complete light fixture schedule.
- e. Adequate plant screening for HVAC units, service yards, trash enclosures, and electric meters. Foundation screening must be half of the height of the foundation wall.

Berkeley Electric must be contacted for the delivery of conduit and specifics on its placement. The contractor shall be responsible for locating existing utilities before excavating.

4. DIMENSIONED SITE PLAN: Similar to preliminary including any changes and proposed utility services.

5. FOUNDATION AND FRAMING PLAN: Plans at 1/4" scale showing locations and sizes of foundation and framing elements and how they relate to nearby trees.

6. FLOOR PLANS: Floor plans shall be drawn at 1/4" scale containing all information necessary for construction.

7. **ELEVATIONS:** Drawn at 1/4" scale, elevations shall accurately represent the view of all sides of the structure. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled.
8. **BUILDING SECTIONS:** Drawn at 1/4" scale as necessary for clarification or construction.
9. **ELECTRICAL AND MECHANICAL PLANS:** Plans submitted at 1/4" scale showing necessary information. Electrical plans must show the meter location and mechanical plans must show enclosed HVAC areas.
10. **DETAILS:** Submit details including, but not limited to the following:
 - a. Typical wall section.
 - b. Exterior trim.
 - c. Window and door details.
 - d. Exterior walls, fences, or screens.
 - e. Railings and/or seating.
 - f. Screen porch section.
11. **SPECIFICATIONS:** A full set of specifications must be submitted defining the quality of all work and materials.
12. **COMPLETED FINAL REVIEW FORM:** If FARM fails to grant Final Approval of the project, it will designate items to be corrected or resubmitted. If FARM grants Final Approval, a Freshfields Village Building Permit may be obtained.

F. FINAL LANDSCAPE PLAN REVIEW

The Final Landscape Plan is due 60 days prior to the substantial completion. The Landscape Architect and a representative of FARM will meet on site to review any landscape issues, including the number of new trees required, tree mitigation requirements, tree locations for filtered views, screening of service and parking areas, foundation planting, blending with natural plant materials, final driveway layout, grading, landscape lighting, and repairing right-of-way damage. Requirements for the Final Landscape Plan are similar to the Schematic Landscape Plan in the Final Review section, however, elevations of the structure indicating the proposed plantings at installation size and dashed at mature size will be required as well.

G. UPFIT AND IMPROVEMENT REVIEW

When submitting for review of proposed upfits and improvements, presentations must include but may not be limited to the following:

1. **LETTER OF INTENT:** The owner should inform FARM as to the intent and purpose of the proposed improvement.
2. **IMPROVEMENT REVIEW FEE:** This fee is for the review process. See the Attachments for the schedule.
3. **COLOR SAMPLES:** Samples are most important when applying for improvement approval because of the necessity of matching existing materials. When changing the color of a structure, color samples must be applied to the structure for inspection by a FARM representative. An Approved Final Color form must also be completed and submitted for FARM's records. There is a distinct preference by the FARM for transparent and semi-transparent stains on residential structures so as to blend with the natural surroundings.
4. **SITE PLAN:** If a change in footprint is proposed, a plan with dimensions of the property must be submitted showing the location(s) of the proposed improvements, setbacks, and lot coverage percentage.
5. **DRAWINGS:** One set of plans and elevations shall be submitted to adequately define and explain the improvement sufficiently. Drawings representing the existing structure(s) will also need to be submitted.
6. **COMPLETED IMPROVEMENT REVIEW FORM:** After reviewing the project, FARM will either designate changes or grant Final Approval. If FARM grants Final Approval, a Freshfields Village Building Permit may be obtained.

CHAPTER FOUR

CONSTRUCTION GUIDELINES

A. BEFORE CONSTRUCTION

After completing the review process and receiving Final Approval of construction documents from FARM, several steps shall be followed before any lot clearing, material deliveries, or construction may begin.

A FARM Building Permit must be obtained for all renovations and new construction. Two (2) full size and one (1) reduced (11" x 17") set of construction drawings must be stamped by the FARM. The two full size sets of drawings are required by Charleston County before the County will issue a Zoning and Building Permit. The contractor must also submit a completed Construction Application Deposit & Agreement and the required deposit for new construction or for improvements. Deposit reimbursements can only be returned to the issuer of the deposit check. The deposit is returned to the address on the check, therefore, it is pertinent that FARM be notified of any address changes.

Upon receipt of these required items, FARM will review the on-site tree protection. Once the tree protection is complete, a FARM Building Permit will be issued for the project. The receipt of this Permit does not preclude the necessity of also obtaining a Charleston County Building Permit. Both permits are required for construction along with any additional permits that may be necessary from other agencies (e.g., to build a dock you will need a permit from the OCRM).

Every job site must have an approved job sign. The proposed sign must be submitted for FARM approval prior to fabrication and installation. If FARM grants Final Approval, a Freshfields Village Building Permit may be obtained

In summary, the following steps shall be completed before construction may begin:

1. Submit to FARM approved construction drawings with completed Construction Application Deposit and Agreement and construction deposit check.
2. Install tree protection prior to clearing the site. Any clearing between the setbacks and the property line requires on-site approval.
3. Obtain Freshfields Village Building Permit from FARM.
4. Order job sign following approval.

5. Obtain Charleston County Permit and Zoning Permit (the Company may require other permits in special situations). Zoning permit applications must contain:
 - a. Average Natural Ground Elevation (average elevation of the entire lot to the nearest 6").
 - b. Base Flood Elevation.
 - c. Structural Elevation showing first floor height and peak of roof height (above B. F. E.).
 - d. Site Plan with FARM stamp.
 - e. Copy of approved recorded plat.
 - f. Building plans (2 sets).
6. Post Building Permit at job site.
7. Place dumpster and portable toilet on job site.

B. DURING CONSTRUCTION

All construction at Freshfields Village will be under constant observation by FARM. Three (3) mandatory field inspections will be conducted by FARM on every project under construction.

1. FIRST INSPECTION: The first required inspection shall occur when the foundation wall is just above grade. The contractor shall notify FARM at this time, and the inspection shall be conducted to ensure conformance with the approved drawings as to the location of the structure within the site. At this time, the builder must submit to FARM a "Foundation Survey" depicting the location of the setbacks and showing the distances from all foundation corners to adjacent property lines. FARM will fine the Contractor a portion of the deposit should the first floor framing be constructed prior to submitting a foundation survey. A stop work order may be issued until the survey is submitted and corrections are completed.

If during the foundation construction, or subsequently during framing, the removal and/or limb cutting of additional oak trees greater than 3" in caliper dbh and other trees over 6" in caliper dbh, or alteration of existing dune structures, becomes necessary, approval shall be obtained from FARM in advance.

2. SECOND INSPECTION: The Second Inspection shall occur upon notification by the contractor that the framing of the structure has been completed. After the house is framed, a sample board must be erected to show the proposed colors on the proposed materials for on-site review from FARM. In order to view each sample in its proper context, the sample board must be placed close to the project. Once the sample board is on the site, an Approved Final Color Form must be completed and submitted to FARM. A FARM representative will perform an on-site inspection and return the Approved Final Color Form with the appropriate sign-off.

3. THIRD INSPECTION: The Third Inspection shall be conducted after the completion of the project and installation of landscaping. A copy of the Final Inspection shall be sent to the Owner and Builder noting final approval or required items to be corrected.

4. SITE APPEARANCE: Each construction site is required to have a job toilet at all times for the use of workers. It must be placed at least twenty-five (25) feet from the street in an inconspicuous location with the door facing away from the street and neighboring buildings. Fires are not permitted on construction sites under any circumstances. Care should be taken when loading trucks hauling trash so as not to have it spill over while in transit. Contractors shall be held responsible for trash and debris falling from construction vehicles.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines and a clear street right-of-way should be maintained. Access to the site should be limited to the proposed driveway locations. Access over/through adjoining properties is expressly forbidden. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials, without the written permission of the adjacent owner, is prohibited. Temporary storage structures, approved by FARM, may be used to store materials provided the structure is minimal in size. Storage structures may not be used as living quarters.

Site cleanliness shall at all times be maintained at an acceptable level. If not so maintained, the FARM will issue a "stop work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each workday, materials must be stored neatly and all trash placed in the dumpster. No trash shall be strewn about the lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced. Should FARM determine, in its sole discretion, that a site is not being maintained properly, it may undertake to have it maintained properly and will deduct the cost from the Construction Deposit and/or levy additional fines.

Temporary utilities must be installed in a neat manner. The temporary power pole must be at least 15 feet from the front property line and must be installed plumb and must not be used for the placement of signs. Installation of the sanitary, sewer, and water lines must be completed using small trenching equipment, as large backhoes may create damage to natural areas.

As explained in the foregoing, residential construction sites must contain the following:

1. Commercial dumpster.

2. Job toilet.
3. Temporary utilities.
4. Standard job sign (with permits).

Should construction progress cease for more than 90 days, FARM must be notified.

C. AFTER CONSTRUCTION

When the Construction of a project has been completed, the owner and contractor must satisfy several requirements before applying for the Final Inspection. The construction of the project shall be completed and the landscaping shall be installed conforming to the plans previously approved by FARM. Any unauthorized changes must be corrected before the Final Inspection Certificate will be issued.

Upon completion of construction and landscaping, all building debris shall be removed from the site and the surrounding area. The construction site sign and the temporary power pole shall also be removed. At this time, the Contractor should review the Final Inspection Checklist provided by FARM and notify FARM that he is ready for the Final Inspection. If Final Inspection is not requested within a year of the date of Certificate of Occupancy, FARM will absorb the Construction Deposit as a fine, and notice shall be sent of items requiring correction.

As a checklist, the following items shall be completed prior to Final Inspection:

1. Complete construction.
2. Remove construction debris.
3. Remove temporary facilities, utilities and sign.
4. Install landscaping.
5. Submit as-built survey to FARM. **The as-built survey must include the setbacks, as well as the lot coverage percentage, broken-down into pervious and impervious surfaces, and the roof ridge height.**
6. Submit color photos of all elevations.
7. Request for Final FARM Inspection.

D. GENERAL REGULATIONS

All contractors at Freshfields Village must be licensed by the State of South Carolina. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding about the project. Vehicles may be periodically searched to protect all Contractors and Owners from theft of materials and equipment.

The maximum hours allowed for construction personnel at Freshfields Village will be from 7:00am to 7:00pm, Monday through Friday and 8:00 am to 5:00 pm on Saturday. No residential construction work will be performed on Sundays or national holidays. FARM has the right to reduce the hours of construction based on seasonality of the site location.

The conduct of all workmen is the responsibility of the General Contractor. Loud cars and speeding are not permitted. All construction vehicles must be parked on the construction site, or where otherwise instructed. Workers are required to wear shirts and shoes when not on the job site. Workmen are not permitted to loiter about businesses. Loud music from radios and disturbance of property owners or guests will not be permitted at any time.

Construction must be completed within twenty-four (24) months of the issue date of the Freshfields Village Building Permit with all exceptions requiring special FARM approval. Contractors must have the Owner or Architect submit all proposals for exterior changes prior to implementation of those changes. Failure to do so may result in fines.

The above regulations are designed to enhance Freshfields Village's overall appearance to residents, tenants, and visitors. These regulations are to be used as guidelines and are not intended to restrict, penalize, or impede construction firms who adhere to these regulations.

While performing their duties at Freshfields Village, repeated violation of these regulations could result in the suspension of the building permit for that project until corrective action has been taken by the contractor. Additionally, a Contractor who repeatedly violates either the letter or "spirit" of these guidelines may be required to post a larger construction deposit or, in the extreme, be prohibited from working at Freshfields Village.

E. DEMOLITION GUIDELINES

Prior to applying to FARM for a permit for structural demolition, the following guidelines must be adhered to:

- a. Submit a current survey indicating existing conditions and the extent of demolition, and a site plan indicating fencing for the protection of trees, natural areas, existing landscaping, and significant topographical features during demolition.

- b. The demolition contractor will be required to hold a current license in the State of South Carolina and should be insured and bonded.
- c. Site cleanliness and access shall comply with specifications in Chapter Four, Section B.
- d. The removal of debris from the demolition site shall comply with Chapter Four, Section B.
- e. A Demolition Construction Application Deposit and Agreement Form will need to be completed by the Contractor and Property Owner. See Attachments for current deposit amounts.

When the demolition is complete, contact FARM to request an inspection. The deposit will be returned after a satisfactory inspection of the demolition site.

F. LANDSCAPE GUIDELINES DURING CONSTRUCTION

1. **FOUNDATION PLANTING:** The minimum size of foundation planting at the time of installation must be at least half of the height of the foundation wall.
2. **LANDSCAPE PLAN REVISIONS AFTER CONSTRUCTION BEGINS:** FARM does not accept changes in the FARM approved landscape plan without the direct supervision of the Landscape Architect of record. Any changes in the approved landscape plan are to be submitted by a South Carolina registered Landscape Architect for approval prior to installation. FARM requires the Landscape Architect of record to complete and sign a Landscape Certification form, certifying that the landscape design is installed in general conformance and intent of the approved plans.
3. **TREE PROTECTION:** FARM requires tree protection fencing to enclose the entire work site creating natural areas to be preserved. These areas to be preserved are not to be altered, cleared, or pruned in any way, both during and after construction, without onsite review and approval from FARM. Clearing or pruning of trees and vegetation for views cannot occur until the home is completely framed. View clearing and pruning requires onsite approval by a FARM representative. The tree protection fencing must also be installed around specific trees to be saved. All protective fencing must be maintained until the completion of construction and all construction materials and vehicles must remain outside of the preserved areas. Trees that die due to damage during construction must be mitigated.

All properties are subject to the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management storm water runoff Regulations. These regulations require strict compliance with the Storm Water Management Plan for your property before trimming any vegetation, moving soil, or

otherwise doing any construction on the property. A violation may result in civil penalties as well as other adverse action. Erosion control measures should be installed prior to applying for a building permit from the FARM.

G. SITE INSPECTIONS

- 1. REGULAR SITE INSPECTION:** Regular site inspections of all construction sites will be made by FARM. Compliance with the furnished Construction Guidelines and the permitted construction plans will be checked and reviewed on a regular basis.
- 2. SPECIAL SITE INSPECTION:** A special inspection of a specific site will be made upon receipt of a request for such an inspection that sites a specific violation.
- 3. VIOLATIONS:** Violations that are discovered at a site will be photographed and described in a report.
- 4. NOTICE:** A notice will be sent to the Contractor for the first violation of the Construction Guidelines, requesting correction of the violation (copies will be sent to the Owner and Architect).
- 5. FINES:** Once one notice has been sent to the contractors, all future violations of the Construction Guidelines and all unauthorized exterior changes to the approved building plan will be photographed, written in a report, and a fine levied against the deposit posted. Additional fines may be levied as well. A copy of the report form will be sent to the Contractor, Architect, and Property Owner.
- 6. EACH VIOLATION:** Each violation which is not corrected within ten (10) days will be again photographed, documented, and a new fine will be levied.
- 7. APPEALS:** An appeal of a fine or decision must be made in writing to FARM within ten (10) days of issue. An appointment may be scheduled when FARM convenes for discussion of the issue. The subsequent determination will be final and binding to all concerned.
- 8. LEGAL ACTION:** FARM may elect to pursue legal action if it feels that it is appropriate.
 - a. FARM will assess fines on a case-by-case basis and may pursue legal action if necessary.
 - b. The amounts of the fines are subject to periodic increases at the sole discretion of FARM.

CHAPTER FIVE

RETAIL GUIDELINES

- A. LIGHTING:** Premise lighting is important to the overall village atmosphere. Window displays are to remain illuminated from 9:00 PM to 2:00 AM seven days a week and controlled by a timer connected to the location. Track lighting is required as follows:
- For Track Lighting
 - 75 watt, mr16; white only

 - For Recessed Lighting
 - ic version- 50 watt, mr16; white only
 - Non-ic version – 75 watt, mr16; white only
- B. SIGNAGE:** All signage, whether store front or window signage, must be approved by FARM. All signs must conform to the Charleston County signage guidelines found in Table 9.11.2 of the Charleston County Zoning Development Standards.
- C. MERCHANDIZING ZONE:** The Merchandising Zone encompasses the first five (5) feet inside and outside the premise. The area includes graphic treatments, window displays, and window treatments for non-display windows, outdoor furnishings and merchandise beyond the lease line. Each component must be approved by FARM.

CHAPTER SIX APPENDIX

A. FORMS

1. SITE / CONCEPT REVIEW FORM
2. PRELIMINARY REVIEW FORM
3. FINAL REVIEW FORM
4. CONSTRUCTION / DEMOLITION APPLICATION & AGREEMENT
5. IMPROVEMENT REVIEW FORM
6. DESIGN CHANGE REQUEST
7. VEGETATION REMOVAL REQUEST
8. COLOR REVIEW FORM
9. FINAL INSPECTION REQUEST
10. SIGNAGE FORM
11. MERCHANDISING FORM

A. FARM FEES & FINES

12. SCHEDULE OF FEES
13. SCHEDULE OF DEPOSITS
14. SCHEDULE OF FINES



Site/Concept Review Form

DATE _____

Address of Project _____

Owner _____ Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Contractor _____ Landscape Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

SETBACKS AND RESTRICTIONS

Front _____

Sides _____

Rear _____

Height Maximum _____

LOT COVERAGE CALCULATION

Building Footprint, Porches _____

Open/Covered Decks, Stairs _____

Drives, Walks, Patios _____

Raised Planters, Pools, Fountains _____

Lot High Ground _____

Percent of Coverage _____

BUILDING DATA

Ground Floor Square Footage _____

First Floor Square Footage _____

Second Floor Square Footage _____

Total Square Footage _____

EXTERIOR MATERIALS

Foundation _____

Walls _____

Trim _____

Roof _____

Windows _____

Doors _____

Paving _____

FARM ACTION

Approved _____ Disapproved _____

Deliver to:
FARM c/o Freshfields Village
Freshfields Village Management Office
149 Village Green Lane
Johns Island, SC 29455
843-768-6491

Mail to:
FARM c/o Freshfields Village
130 Gardeners Circle, Suite 125
Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Preliminary Review Form

DATE _____

Address of Project _____

Owner _____ Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Contractor _____ Landscape Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

SETBACKS AND RESTRICTIONS

Front _____

Sides _____

Rear _____

Height Maximum _____

LOT COVERAGE CALCULATION

Building Footprint, Porches _____

Open/Covered Decks, Stairs _____

Drives, Walks, Patios _____

Raised Planters, Pools, Fountains _____

Lot High Ground _____

Percent of Coverage _____

BUILDING DATA

Ground Floor Square Footage _____

First Floor Square Footage _____

Second Floor Square Footage _____

Total Square Footage _____

EXTERIOR MATERIALS

Foundation _____

Walls _____

Trim _____

Roof _____

Windows _____

Doors _____

Paving _____

FARM ACTION

Approved _____ Disapproved _____

Deliver to:
FARM c/o Freshfields Village
Freshfields Village Management Office
149 Village Green Lane
Johns Island, SC 29455
843-768-6491

Mail to:
FARM c/o Freshfields Village
130 Gardeners Circle, Suite 125
Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Final Review Form

DATE _____

Address of Project _____

Owner _____ Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Contractor _____ Landscape Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

SETBACKS AND RESTRICTIONS

Front _____

Sides _____

Rear _____

Height Maximum _____

LOT COVERAGE CALCULATION

Building Footprint, Porches _____

Open/Covered Decks, Stairs _____

Drives, Walks, Patios _____

Raised Planters, Pools, Fountains _____

Lot High Ground _____

Percent of Coverage _____

BUILDING DATA

Ground Floor Square Footage _____

First Floor Square Footage _____

Second Floor Square Footage _____

Total Square Footage _____

EXTERIOR MATERIALS

Foundation _____

Walls _____

Trim _____

Roof _____

Windows _____

Doors _____

Paving _____

FARM ACTION

Approved _____ Disapproved _____

Deliver to:
FARM c/o Freshfields Village
Freshfields Village Management Office
149 Village Green Lane
Johns Island, SC 29455
843-768-6491

Mail to:
FARM c/o Freshfields Village
130 Gardeners Circle, Suite 125
Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Construction Application

DATE _____

Address of Project _____

Owner _____ Contractor _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Heated Square Footage _____ Deposit Amount _____

Lot Coverage Percentage _____ Check No _____

Type of Construction: New Construction Improvement (description) _____

Primary Subcontractors:

Foundation/Footing _____ Plumbing _____

Foundation/Block _____ Electrical _____

Framing _____ Painting _____

Roofing _____ Mechanical _____

Trim/Siding _____ Landscaping _____

I, _____, as property owner, and I, _____, as contractor for the above described construction project acknowledge and agree that the above describe deposit is being held by Freshfields Architectural Review Meeting in order to insure that the improvements will be constructed in accordance with plans and specifications which have been approved by FARM. Any failure on my part to do so will entitle FARM to deduct part or all of my deposit as well as any other remedy provided by law or contract.

We further acknowledge and agree that:

We have read and understand the Covenants and Restrictions applicable to the property and all FARM Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.

1. We are responsible for completing the project as described by the drawings and specifications approved by FARM.
2. We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with FARM Guidelines.
3. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
4. We understand that when accepting a construction pass to enter the neighborhood, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
5. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
6. Any monies paid out by FARM for the correction of changes not approved by the FARM, the cost of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the Deposit.
7. FARM's review and approval are limited to aesthetic considerations. FARM approval does not relieve you and your contractor of responsibility for compliance with all municipal, state, or federal laws that may be applicable. FARM approval does not constitute any opinion or representation by FARM that the plans comply with these requirements.

This Construction Application made this _____ day of _____, 20 _____

By _____ and _____
Property Owner Contractor

Application approved this _____ day of _____, 20 _____, by _____

for FARM

Deliver to:
FARM c/o Freshfields Village
Freshfields Village Management Office
149 Village Green Lane
Johns Island, SC 29455
843-768-6491

Mail to:
FARM c/o Freshfields Village
130 Gardeners Circle, Suite 125
Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Improvement Review Form

DATE _____

Address of Project _____

Owner _____ **Architect** _____

Address _____ **Address** _____

Phone _____ **Fax** _____ **Phone** _____ **Fax** _____

Contractor _____ **Landscape Architect** _____

Address _____ **Address** _____

Phone _____ **Fax** _____ **Phone** _____ **Fax** _____

TYPE OF IMPROVEMENT _____

SETBACKS AND RESTRICTIONS

Front _____

Sides _____

Rear _____

Height Maximum _____

LOT COVERAGE CALCULATION

Building Footprint, Porches _____

Open/Covered Decks, Stairs _____

Drives, Walks, Patios _____

Raised Planters, Pools, Fountains _____

Lot High Ground _____

Percent of Coverage _____

BUILDING DATA

Ground Floor Square Footage _____

First Floor Square Footage _____

Second Floor Square Footage _____

Total Square Footage _____

EXTERIOR MATERIALS

Foundation _____

Walls _____

Trim _____

Roof _____

Windows _____

Doors _____

Paving _____

FARM ACTION

Approved _____ **Disapproved** _____

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Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Design Change Request

DATE _____

Address of Project _____

Owner _____ Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Contractor _____ Landscape Architect _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

PROPOSED CHANGE _____

REASON FOR CHANGE _____

FARM COMMENTS _____

This Construction or Design Change Application made this _____ day of _____, 20_____

By _____ and _____

Property Owner

Contractor

FARM ACTION

Approved _____ Disapproved _____

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Freshfields Village Management Office
149 Village Green Lane
Johns Island, SC 29455
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843-768-6491

Email to:
FARM@kiawah.com



Vegetation Removal Request

DATE _____

Address of Project _____

Owner _____ Arborist _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Landscape Contractor (if different from Arborist) _____

Address _____

Phone _____ Fax _____ Phone _____ Fax _____

- Please Check:
- Vegetation Removal
 - Pruning
 - Tree Removal

Type of tree or vegetation, quantity, brief description of location, and reason for request: _____

_____ *

Please identify the tree(s) on site with surveyor's ribbon.

Vegetation Removal Request: Approved Disapproved FARM Notes: _____

Pruning Request: Approved Disapproved FARM Notes: _____

Tree Removal Request: Approved Disapproved FARM Notes: _____

Generally, tree removal is only approved if the tree is diseased, damaged, or a threat to a structure and recommended by a Certified Arborist.

If the tree removal request is approved, the number of inches of mitigation required is:
Mitigation must be in the form of native hardwoods, with a caliper dbh of six (6) inches or larger.

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Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Color Review Form

DATE _____

Address of Project _____

Owner _____

Address _____

Telephone _____ Fax _____ Telephone _____ Fax _____

FOUNDATION MATERIAL _____

Color Name/Number _____ Manufacturer _____

SIDING MATERIAL _____

Color Name/Number _____ Manufacturer _____

TRIM MATERIAL _____

Color Name/Number _____ Manufacturer _____

WINDOWS _____

Color Name/Number _____ Manufacturer _____

DOORS _____

Color Name/Number _____ Manufacturer _____

ROOFING MATERIAL _____

Color Name/Number _____ Manufacturer _____

SHUTTERS _____

Color Name/Number _____ Manufacturer _____

LOUVERS / LATTICE _____

Color Name/Number _____ Manufacturer _____

DECKING / STAIRS _____

Color Name/Number _____ Manufacturer _____

FARM ACTION

Approved _____ Disapproved _____

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Johns Island, SC 29455
843-768-6491

Mail to:
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843-768-6491

Email to:
FARM@kiawah.com



Final Inspection Request

DATE _____

Address of Project _____

Owner _____ Contractor _____

Address _____ Address _____

Phone _____ Fax _____ Phone _____ Fax _____

Type of Construction New Construction Improvement (description) _____

New Construction Requests Must Include:

- As-built Survey with Setbacks and Lot Coverage Percentage
- Photographs of all four sides of the completed structure
- Color Request Form
- Certificate of Occupancy

Before requesting Final Inspection, please ensure the following:

- Construction sign is removed
- Toilet is removed
- Dumpster is removed
- Light Pole is removed
- Debris is removed
- Adequate mulching is installed
- Adequate landscape screening is installed
- ROW is sodded and regraded
- Meter box, exposed flashing, and roof vents are painted
- HVAC unit is adequately screened

FARM COMMENTS _____

FARM ACTION

Approved _____ Disapproved _____

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Email to:
FARM@kiawah.com



Signage Form

DATE _____

Store Name _____ Tenant Space Number _____

Owner _____

Address _____

Phone _____ Fax _____ Email _____

Provide any information regarding governmental or other regulations pertaining to your own business which will need to be considered in the design of your sign.

Provide any relevant input (such as logos, current sign treatments, or suggested fonts and colors) you would like to submit for consideration for use as part of your sign. *Graphics should be provided in digital format (.tif, .eps. or .jpef) and emailed to FARM@kiawah.com for review. Sign design cannot commence until form and graphic elements have been submitted. Please itemize elements below.*

Any other input regarding your sign including working or images for review by FARM should be attached to this document.

FARM COMMENTS _____

FARM ACTION

Approved _____ Disapproved _____

Deliver to:
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Johns Island, SC 29455
843-768-6491

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Johns Island, SC 29455
843-768-6491

Email to:
FARM@kiawah.com



Merchandising Form

DATE _____

Store Name _____ Tenant Space Number _____

Owner _____

Address _____

Phone _____ Fax _____ Email _____

List the type of displays you intend to use (i.e. hanging racks, rolling racks, waterfall displays, or rounders). Also indicate the quantity of each.

Provide a specific description of the type of merchandise you intend to display.

Attach the following documents to this form:

____ A graphic layout showing the area you intend to merchandise. Drawing should be to scale and need not be professionally drawn. A pdf file is acceptable. Display items should be clearly noted. If you need assistance, please contact the Freshfields Village Management Office and request a map to help locate display items.

____ A copy of any graphics associated with your store that you intend to use on a repeated basis.

____ If you intend to use a poster holder, please submit the manufacturer's description of the product (written specifications and a photo).

FARM COMMENTS _____

FARM ACTION

Approved _____ Disapproved _____

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Email to:
FARM@kiawah.com



FARM Fees & Fines

SCHEDULE OF FEES:

Commercial and Recreational

New Construction: \$45.00 per 100 square feet (heated and screened) on first 10,000 square feet. \$25.00 per 100 square feet (heated and screened) over 10,000 square feet. Subject to a \$1,000.00 minimum for single-unit building, or \$2,000.00 minimum for other projects, whichever is greater.

Major Improvement: \$45.00 per 100 square feet (heated and screened) or \$1,000.00 minimum, whichever is greater.

Minor Improvement: \$150.00-\$500.00, at discretion of the ARB.

Residential

New Construction: \$45.00 per 100 square feet (heated and screened) or \$5,000.00 minimum, whichever is greater. \$25.00 per 100 square feet (heated and screened) over 10,000 square feet. Subject to a \$1,000.00 minimum for single-unit building, or \$2,000.00 minimum for other projects, whichever is greater.

Major Improvement (Single Unit): \$45.00 per 100 square feet (heated and screened) or \$1,000.00 minimum, whichever is greater.

Major Improvement (Multiple Units): \$45.00 per 100 square feet (heated and screened) or \$500.00 minimum, whichever is greater.

Minor Improvement: \$150.00-\$500.00, at discretion of the ARB.

Repainting/Restaining or Replacement of Roof Shingles

\$100.00 per application. An on-site color sample will be required.

Construction or Design Change

New Construction: \$200.00 per application.

Improvement: \$100.00 per application.

Signage

\$100.00 per application, plus \$10.00 per sign after first sign on application.

SCHEDULE OF DEPOSITS:

New Construction: \$7,500.00 by the Property Owner and \$7,500.00 by the Contractor. Foundation portion of contractor's deposit to be \$1,000.00

A more substantial deposit or irrevocable letter of credit may be required for larger and multiple building projects, to be determined by the ARB at the time of application.

Major Improvement: \$2,500.00

Minor Improvement: \$1,000.00

SCHEDULE OF FINES:

- Littered site: \$100.00
- No temporary sanitary facilities, or unscreened: \$100.00
- Contractor/Subcontractor misconduct: \$100.00
- Building equipment or material on right-of-way: \$100.00
- Damage to right-of-way: \$100.00
- Parking on adjacent property: \$100.00
- Building equipment or material on adjacent property: \$100.00
- Nonconforming job sign or unapproved signage: \$100.00
- Damage to natural areas (minor): \$100.00
- Damage to natural areas (major), mitigation required: \$500.00
- Unauthorized tree removal, mitigation required: \$1,000.00
- Burning without a permit: \$1,000.00
- Unauthorized plan change (minor): \$250.00
- Unauthorized plan change (major): \$1,500.00
- Building without a permit: \$2,500.00
- Unauthorized finishes (paint, stain, roof material): TOTAL DEPOSIT PLUS FUTURE PERMIT HOLD

Dear Property Owner:

A neighborhood the caliber of *Cassique* can only be achieved with the utmost care in planning. The goal of *Cassique's* developers is to achieve an uncommon and visually pleasing blend of the natural beauty of some of the Lowcountry's most alluring landscapes, with distinctive and elegant man-made improvements. Tom Watson's *Cassique* course lies at the heart of the community, with most residential homesites interwoven amongst the fairways and greens, and others planned to be separate and very private.

This vision of development is embodied in a well-researched plan to guide home and homesite development, which has been implemented by *Cassique's* developers and will be administered through the Architectural Review Board.

Environmentally sensitive design can best be achieved through a careful, well-thought-out response to the configuration of your homesite, the Lowcountry climate, existing vegetation, and topography of the building site. *Cassique's* most outstanding features are its alluring landscapes and natural beauty. The Architectural Review Board is committed to protecting and enhancing these precious assets. Thus, one of our primary objectives is to assist you in your planning efforts, and we stand ready to do so.

These guidelines are intended to serve as your benchmark in the complex yet rewarding process of planning a new home. While similar guidelines have proven to be a helpful tool in planning homes on neighboring Kiawah Island, this document can neither provide all the answers nor guarantee ideal solutions for every situation. Nevertheless, as questions arise concerning your building plans, our staff and the ARB itself will be very pleased to assist you. We encourage you to participate when possible in presentations to the ARB, as they are made by your Architect, Builder, or Landscape Architect.

We hope also that you, your Architect, your Landscape Architect and your Builder will find these guidelines helpful, and we encourage your questions and comments. If we may be of assistance, please do not hesitate to call on us.

Respectfully,

A handwritten signature in black ink, appearing to read "Amanda McE". The signature is fluid and cursive, with the first name being more prominent.

for: The *Cassique* Architectural Review Board

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INTENT OF THE GUIDELINES

DESIGN OBJECTIVES

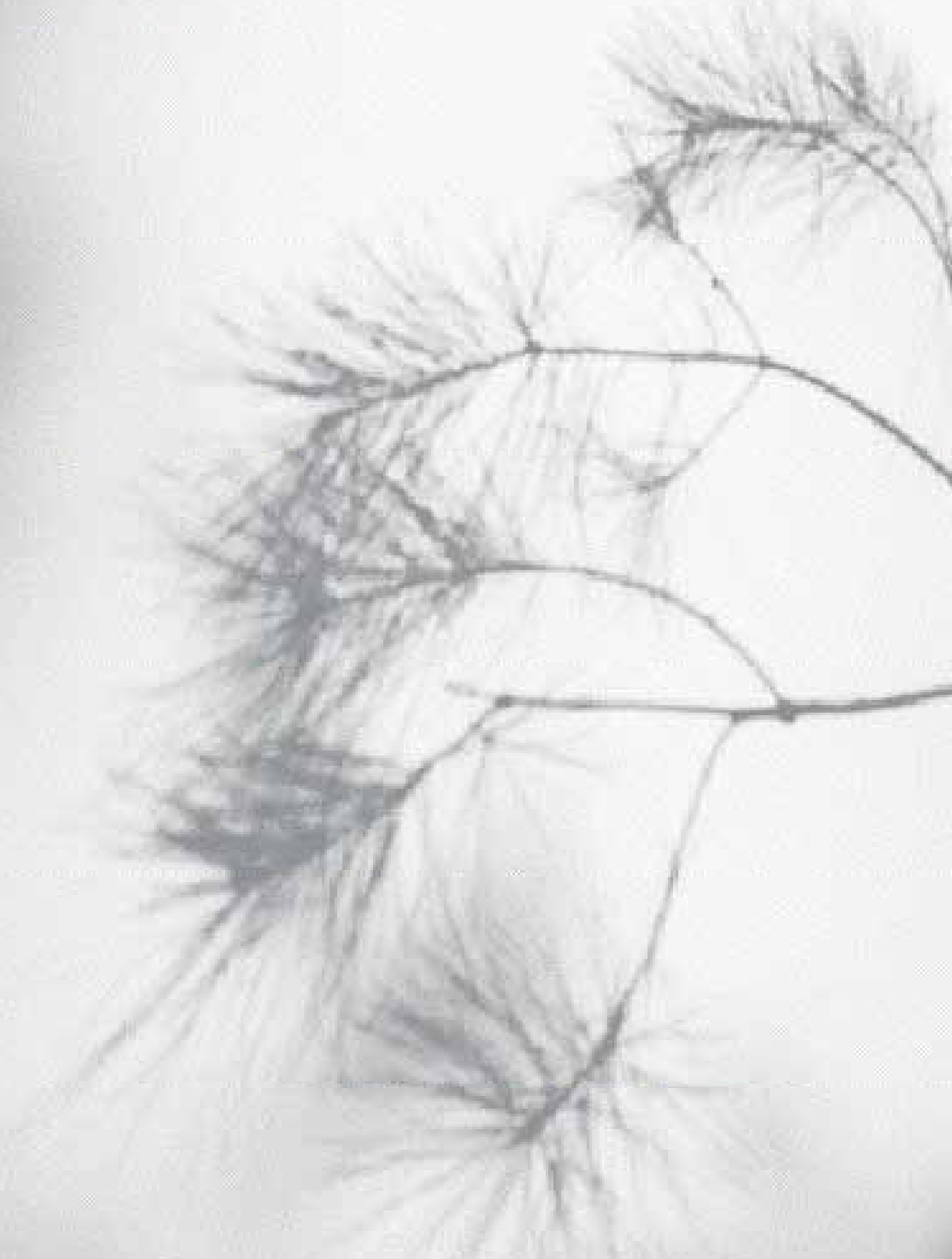
Cassique enjoys a moderate climate, breath-taking natural beauty, controlled accessibility, and the professional and financial resources necessary to create a very private retreat for both seasonal and year-round residents without compromise or parallel.

Cassique's developer, Kiawah Partners, Inc. (KP), is dedicated to the same fundamental philosophy toward the environment and man's additions as has worked successfully for many years at nearby Kiawah Island, which has been developed for over a decade by KP's affiliate, Kiawah Resort Associates, L.P. KP is dedicated to preserving, protecting, and enhancing this environmentally attuned community, and has the unique advantage of drawing upon years of accumulated development experience in establishing design and development guidelines for its new *Cassique* community.

The architectural design and construction philosophy of KP is that homes should generally be unobtrusive in form and color in order to complement their natural setting. No particular period, style, foreign or geographic influence, or traditional approach is specifically endorsed or discouraged. The chief concern is that the residential community be basically homogeneous with certain areas having more architectural diversity than others.

This philosophy suggests that each home be treated not as an individual creation or architectural entity arbitrarily placed on its site, but rather as a carefully planned addition to the natural setting which embraces the site and becomes one with it. Consequently, design solutions should extend beyond the building walls to include the *entire* site, varying in design to complement and enhance their natural surroundings.

Designs and colors appropriate for the mottled shade of forest areas might be inappropriate for open or unwooded sites. Colors and textures of exterior building materials should be compatible with the light reflecting properties of the natural elements such as tree bark, surrounding trees and shrubs, pine needles, natural grasses, and other vegetation.



FUNCTION OF THE ARCHITECTURAL REVIEW BOARD

The *Cassique* General Covenants delegate control of development at *Cassique* to KP (i.e., the "Declarant"). Article III, Section 3.02 (b) of the Declaration of Covenants and Restrictions for *Cassique* provides as follows:

"No building, fence or other structure shall be erected, placed, or altered nor shall a building permit for such improvement be applied for on any property within *Cassique* until the proposed building plans, materials, specifications, exterior colors or finishes, plot plan (showing the proposed location of such building or structure, drives, and parking areas), landscape plan, tree replacement/supplement plans, and construction schedule shall have been approved in writing by the Declarant, its successors or assigns.

One (1) copy of all plans and related data shall be furnished to the Declarant, which copy shall be retained in the records of the ARB. The approval or disapproval of plans shall be communicated by the ARB in writing, and disapproved plans and related data shall be accompanied by a statement of items found unacceptable. Refusal of approval of plans, location or specification may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient.

No alteration in exterior appearance of any existing building or structure shall be made without approval by the Declarant."

The functions of the *Cassique* Architectural Review Board (the "*Cassique* ARB") shall initially be administered by and through the Kiawah Island Architectural Review Board. Should KP establish a separate ARB for *Cassique*, its composition shall be determined by KP. KP may likewise elect in the future to delegate full responsibility for architectural control at *Cassique* to the *Cassique* Homeowners' Association, Inc. The *Cassique* ARB would then be set up as specified in the *Cassique* General Covenants, and Section 4.03 of the Declaration of Covenants and Restrictions, and Provisions and ByLaws for The *Cassique* Homeowners' Association, Inc. (the "*Cassique* Association Covenants").

Architectural Review Board approval and the subsequent issuance of a *Cassique* building permit are the first steps in obtaining the necessary approvals for the construction of a home. Complete sets of construction documents displaying the stamp of approval of the ARB must be used in following all normal procedures administered by Charleston County for obtaining building permits. An Encroachment Permit from the *Cassique* Homeowners' Association will also be required.

The South Carolina Department of Health and Environmental Control (DHEC) Office of Ocean and Coastal Resource Management (OCRM) has jurisdiction over some elements of the building process at *Cassique*. The Owner and his Architect are responsible for compliance with OCRM rules and regulations that apply to homesites that border salt marsh and certain lagoons. These areas are deemed "critical areas," in legal terms and are subject to certain restrictions and guidelines that appear in the *Cassique* General and Association Covenants. In addition, all properties must comply with the OCRM Storm Water Management Act.

The approval of the ARB relates to the harmony and compatibility of external design and site design optimization. The ARB does not, however, assume liability for structural design, material sufficiency, nor damage to a neighbor's property during or after construction. ARB approval does not constitute any opinion or representation by the ARB that design plans comply with any municipal, state, or federal laws (e.g., local Charleston County building codes).

PURPOSE OF THE STANDARDS AND GUIDELINES

These *Standards and Guidelines* are meant to encourage construction of excellent architectural design appropriate to the surroundings, climate, and other environmental factors indigenous to *Cassique*. A strong sense of identity should be developed to create attractive and harmonious additions to the community.

These *Standards and Guidelines* are intended also to assist *Cassique* property owners during the design, construction, and improvement of their residences. The standards were adopted to enhance, preserve, and protect the property values of all owners throughout the community, and the review procedures are intended to provide a systematic review for all construction requiring Architectural Review Board approval.

These *Standards and Guidelines* called for by the *Cassique* General Covenants may be amended as necessary, so please be sure you are employing the latest version. The Board will adjust project review to accommodate the dynamic nature of regulations set by other entities with jurisdiction at *Cassique*, i.e. building code adoptions and revisions, flood plain requirements, etc.

DESIGN GUIDELINES

DESIGN ENVIRONMENT

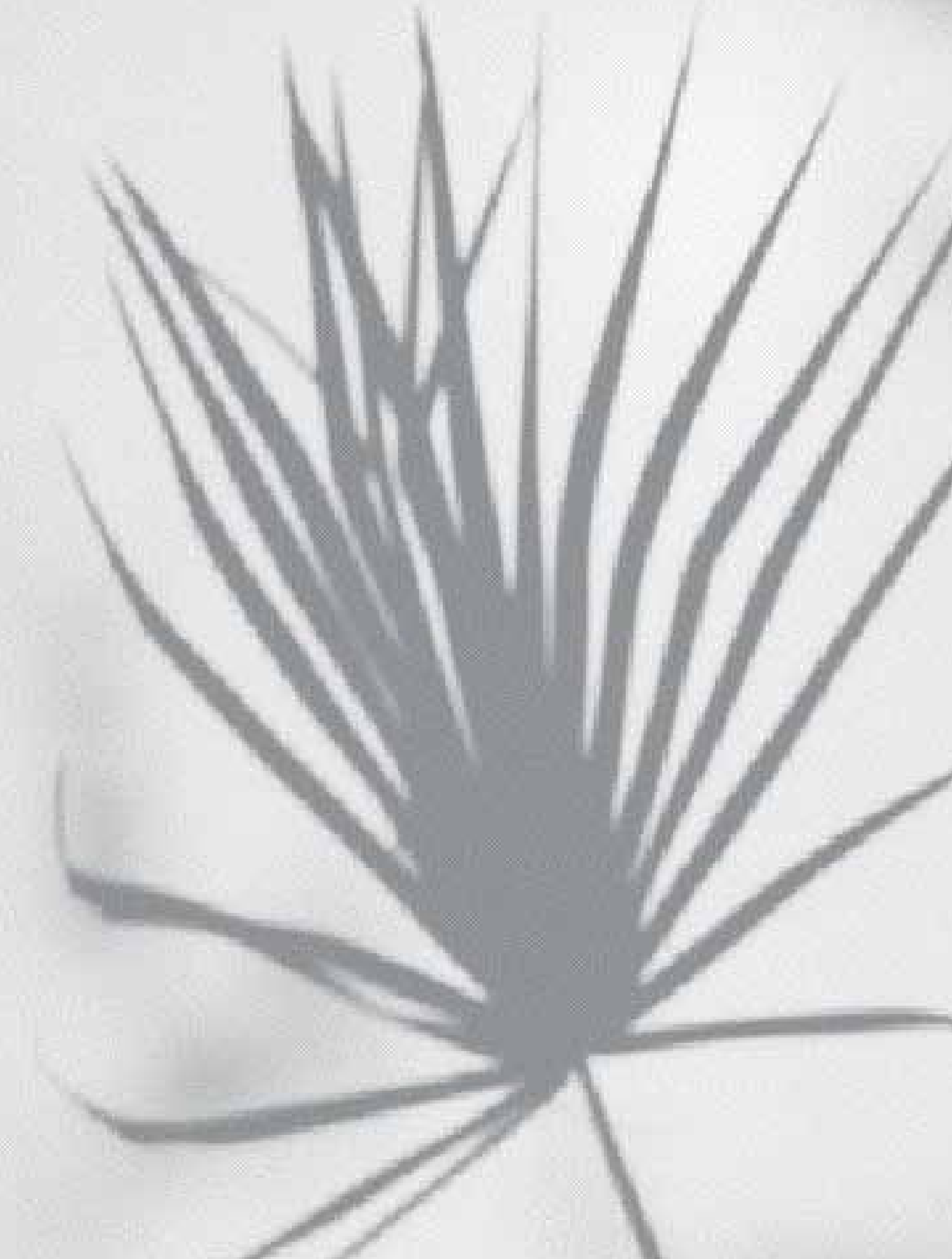
One of the major goals of every architect designing at *Cassique* should be to integrate harmoniously every man-made structure with its surrounding natural environment. As each building site is unique, it will be necessary for all architects to prepare with a landscape architect, a thorough site analysis prior to the design of every project. The ARB will scrutinize closely, while reviewing for approval, the overall design concept and how well it relates to the surrounding environment.

In addition to detailed site data, more general information of the surrounding physical environment must be included. Consideration should be given to prominent and potential views, orientation for privacy from the street, neighbors, golf courses, etc., in addition to the materials, scale, and form of existing homes in the neighborhood. These factors will be very important in blending the proposed design with the existing neighborhood fabric.

The design of each home must also address the prominent climatic characteristics of the community. The warm temperatures suggest, of course, that every home have adequate cooling capabilities. Designs should take advantage of the cooling breezes by providing for cross ventilation and possibly avoidance of the western sun. With the majority of the days being sunny, there is potential for using passive and active solar systems.

After preparing the site analysis, the uniqueness of each site becomes apparent. Because of this uniqueness, a residential design that was appropriate on one site may not be equally appropriate for another site. Therefore, the repetitive use of residential designs or the purchasing and use of stock plans is inappropriate and will not be accepted by the ARB.

By following these design guidelines, the minimum Sustainable Sites points to achieve LEED for Homes certification are easily attainable and you are encouraged to pursue accreditation while undergoing the design of your home.



SINGLE FAMILY HOMES

Residential homesites at *Cassique* are conveyed to individual buyers subject to extensive deed restrictions and architectural covenants designed to establish strict control of land use and insure that all residences are attractive in appearance and appropriate to their neighborhood. These restrictions and site analysis data form a basis for the beginning of site development concepts.

When developing a site, a concept must be followed in determining site utilization. The best access to the site, as shown in the site analysis, should be the beginning of automobile circulation areas including driveways, parking, garages, and turn-arounds. In order to address access requirements that facilitate fire safety and rescue operations, careful evaluation of existing vegetation should occur prior to determination of the proper approach to the site. The functional areas of the home should be related to the most suitable areas of the lot. Particular attention should be given to entry areas, living areas, sleeping areas, and service areas. Resident and visitor circulation patterns should be resolved as well. Sometimes (though not in every instance) driveways entering a collector street will be required to share ingress/egress for a limited distance with the adjoining lot owner.

Successful residential design solutions are those in which it is difficult to distinguish between elements that are a part of the building and those which are a part of the landscape design. Site utilization, interior spaces, exterior spaces, and landscaping concepts should always be integrated with the environmental features in the creation of a successful design.

The buildable area of every lot must be delineated to determine the portion of the lot upon which the house may be constructed. This area is sometimes specified by easements and setbacks recorded either on the subdivision plat, or on specific exhibits attached to your recorded deeds and/or homeowners' Association Covenants. The combination of lots or the modification of lot line locations may alter the setbacks. Any lot line change must receive prior approval from KP and will require review by the ARB.

All lot combinations on *Cassique* must first be approved by the Company, and then by the ARB, prior to submittal to the Register of Mesne Conveyance (RMC) office. During ARB review, setbacks will be determined and existing setbacks may potentially be altered. In particular, side setbacks are likely to be increased depending on the specific circumstance. Reduced massing in areas adjacent to side setbacks and reduced lot coverage may be required as well.

Of note, lots subject to square foot maximums are considered as one property once combined and therefore the maximum is not increased unless specifically addressed by deed or by ARB approval.

1 BUILDING SETBACKS: Building Setbacks will generally be established by KP in compliance with applicable Zoning and other requirements, and generally will be designated in recorded supplements and amendments to the *Cassique* General Covenants. In the absence of such established setbacks, the typical setbacks required by the ARB are:

- Front or Side Yard adjoining a street25 feet
- Side or Rear Yard adjoining a golf course30 feet
- Rear Yard adjoining another yard20 feet
- Side Yard adjoining another yard15 feet
- Side or Rear Yard adjoining a lagoon30 feet
- Side or Rear Yard adjoining a marsh30 feet
- Rear Yard adjoining an open area.....20 feet
- Side Yard adjoining an open area15 feet

Larger, as well as irregular sites, may suggest to the ARB that these setbacks be altered. It is imperative that the owner/architect obtain from the ARB a reading on specific setbacks before proceeding beyond the conceptual stage. Setbacks are dimensioned from the property line or the OCRM “critical line,” using whichever is most restrictive.

2 VARIANCES: The building footprint including cantilevered elements, decks, steps, and pools should be located within the buildable area and should not encroach on the setbacks. Rules on setbacks (whether on the subdivision Plat, in Covenants of record or not) are determined by KP, and slight variances may be permitted by the ARB to save prominent trees, minimize disruption to unusual topographic features, to accommodate an irregularly shaped lot, or when the ARB determines in its sole discretion that a variance is otherwise appropriate to the site. All such determinations are unique to the requested condition and as such are not precedent setting. Such determinations are final and binding on all concerned. If a variance is approved by the ARB, a variance from Charleston County may be required as well in order to proceed. When applying for variances, ample time for accommodation of review requirements from the Charleston County Board of Zoning Adjustments should be considered. Only variances specifically approved in writing shall be considered granted and valid.

3 ARCHITECTURAL DESIGNS: The architectural design concept for *Cassique* is that home structures should be generally unobtrusive in form and color in order to complement their natural setting. Homes are encouraged to reflect the vernacular of the *Cassique* development as outlined in the “*Cassique* Home Planning Guide” in both style and detailing. Only after extensive site information has been collected and site development concepts have been formulated giving due consideration to neighboring properties, can the building development be considered.

KP may determine that certain new development areas shall have specific guidelines that are unique and very different to that area. It is important the Owner and Architect verify the existence of such guidelines with the Architectural Review Board office.

- ④ **BUILDING SIZE:** The recorded Covenants, Contract of Sale, recorded plat(s), and/or Deed to your lot usually stipulate the minimum and/or maximum square footages that may be contained in a residence built on a lot. The minimum size of the first floor (also sometimes set forth in such documents) may be regulated by the ARB.

Building heights shall be determined by the ARB based upon lot location, tree cover, neighboring homes, covenants provisions, deed restrictions, County zoning and building regulations, and other factors affecting the site. Homes shall generally be from one to two stories in height with taller designs to receive approval from the ARB prior to Preliminary Review. Particular attention should be given to the first floor elevation required by Federal flood regulations adopted by Charleston County.

In addition, while maximum building sizes may not be specifically established in your Deed or recorded Covenants, the ARB may, at its discretion, disapprove a submittal that is felt to be inappropriate for the site due to size. The ARB will not approve any submittal that crowds the site and/or is out of context with other structures in the area.

In general, designs in which the amount of the site covered by the house, including all decks, walkways, pervious and impervious required driveway elements, pools, and other impervious elements, exceeds 33.00% of the total high ground lot area will be disapproved. Non-primary walkways, boardwalks, patios, and ancillary driveway elements set in a pervious manner do not count as coverage provided the pervious and impervious coverage total does not exceed 40.00% of the total high ground lot area.

- ⑤ **BUILDING HEIGHT:** The overall height of the dominant roof structures shall be limited to no more than thirty-five (35') feet as measured from (i) natural grade (average elevation of a lot prior to development activity), or (ii) the minimum finished floor elevation as defined by the Federal Emergency Management Agency, whichever is higher. Building height does not include chimneys or ventilation pipes. When measured from minimum finished floor level, an allowance of 28 inches above Base Flood should be used to determine minimum distance, or the actual finished floor level, whichever is more restrictive.

The first floor shall be constructed at an elevation of no greater than 28 inches above the minimum Base Flood Plain Elevation, absent good cause shown to the ARB.

The ARB office should always be contacted to confirm height restrictions for individual properties.

6 BUILDING FORM: The eventual building form of every residence should be a carefully planned addition to the natural setting and embrace its site. Building shapes should provide interest and be compatible with neighbors. Large homes can be made to appear smaller and small homes to appear larger by the manipulation of shapes and forms, and by the effective use of decks, carports, garages, and screened porches. The roofscape of each home should complement the design of the home, the natural surroundings, and neighboring designs.

7 ARTICULATION: The aesthetic appearance of a residence obviously depends greatly upon the articulation of the siding, roofing, details, fenestration, walls, and fences. Windows should be selected and located to provide for views, light, privacy, and natural ventilation. Fenestration must be compatible with the architecture of the home and detailed with true mullions where divisions are proposed. Decorative glass for windows and doors is generally discouraged. Details and elevations must be submitted for review if decorative glass is proposed.

Walls, fences, and screens should be used to provide privacy, enclose service areas and HVAC units, and to reduce the scale of large masses. Details at the soffit, fascia, base, corners, windows, and decks should have common elements that help unify the appearance. Chimney hoods or pots are required to screen flue caps and/or spark arresters. Venting or louvers at foundations and gables should be detailed using substantial materials that indicate form and depth. Skylights and light tubes are rarely approved. When allowed, skylights and light tubes must be tinted to avoid nighttime "glow", and may only be located where not directly visible from neighboring properties or primary view corridors. Shutters should be consistent from elevation to elevation as applicable and must appear operational. Decks and stairs must have either louvers, lattice, or well-sized plants underneath. Porch columns should be proportionally consistent with the design style of the home. Columns greater than one story in height are generally considered inconsistent with the architectural context of the neighborhood. Solar panels may be incorporated into the roofscape or installed on an ancillary structure provided views are screened from neighboring properties. Solar panels may not be rack mounted unless integrated into the roof design using roof wells or parapets. External piping is not permitted. Finials must be approved in advance of installation.

8 MATERIALS AND COLORS: All exterior materials and colors should complement the surrounding environment. Color samples for new construction and restaining of existing buildings shall be presented to the ARB in the form of color samples onsite for approval in advance of painting or staining. Siding should have a matte finish. The use of garish and/or overly bright colors is uniformly prohibited. Unless otherwise approved in writing, corner trim elements and bay window projections are to be stained the same as the body color of the home. Bandboarding may be either the body color or foundation color as most appropriate. Trim color is usually applied to bandboarding only at porch

locations or in very limited situations deemed appropriate by the ARB. Trim color should be applied to windows, fascia, soffits, columns, balustrades, and pedestrian doors only. Downspout and gutter colors must match the surface to which they are attached except when copper. Garage doors and garage door trim should be the color of the foundation or fabricated of a high quality wood stained a dark color. Garage door trim may be the trim color only if the design of the garage doors is fully integrated with the architecture. Sufficiency of integration must be determined in writing at time of elevation review during the review process. Brick foundation homes should have dark colored garage doors. The use of natural woods, stucco, and brick is encouraged while the use of imitation or less than highest quality materials is discouraged. The use of plywood siding is never permitted.

Roofing materials shall be wood shakes, wood shingles, copper or painted standing seam metal (40 lb. Tin) or slate. Other roofing materials shall be held to a similar standard of quality. Roof vents and accessories should be located away from the front elevation and painted to match the roof color. Roof forms should have gables or modified gable ends with pitch ranges of 8:12 – 14:12 (12:12 is preferred). Roof pitches lower than that prescribed will be considered when the dominant roof form meets the pitch range noted above.

9 SUPPORT FACILITIES: Circulation patterns should be taken into consideration when designing to avoid conflicts between visitors, service areas, and the like. The Covenants require that every home have an enclosed service area suitable for garbage, bicycles, etc. Electric meters, air-conditioning units, and similar exterior equipment must also be screened from view and shown on elevations. Noise generating exterior equipment including but not limited to chillers, generators, pool equipment, and multiple unit air conditioning stands must also be baffled using both barrier and absorption components. Only residential grade units may be used. Exterior mounted on-demand hot water heaters are generally discouraged. If allowed, these units must be painted to match the surface to which they are attached and all piping must be screened in a manner integrated with the home's design. Television and radio antennas are not preferred on roofs and should be installed in attics. Personal weather stations and satellite dishes are discouraged in prominent locations. "Yard art" as defined in the Appendix shall be located within the privately used area of a property and screened from neighboring views. See Appurtenance Guidelines, for additional information.

LANDSCAPE GUIDELINES

Cassique's natural setting offers a unique environment that must be recognized and preserved as a framework for development. The community's special, natural environment is ecologically fragile and is difficult to replace once it has been disturbed. The Guidelines are intended to indicate the seriousness with which we approach alteration of *Cassique's* vegetation. These Landscape Guidelines are intended to protect the property values of all owners throughout the *Cassique* community, as *Cassique's* most outstanding feature is its natural beauty.

- ① **EXISTING VEGETATION:** Significant trees and areas of understory growth are essential natural and aesthetic resources. They play a critical role in purifying air and water, providing wildlife habitat, enhancing natural drainage, and erosion control. These trees and shrubs contribute to the quality of life at *Cassique* and are an inseparable part of its historical legacy. Consequently, the Architectural Review Board is most concerned with their well-being, and has established these Guidelines to assure their preservation.

The following are a few general guidelines that must be followed regarding existing vegetation:

- a. The removal of any tree or any area of understory growth without the notification of, and permission being granted by, the Architectural Review Board is prohibited. A certified arborist must be used for, and ARB approval obtained prior to, the removal of limbs that are 6" or greater in diameter.
- b. Tree removal required to develop the property (i.e., the building footprint and paved area) may require planting of additional trees as mitigation at the ARB's discretion. See the Tree Replacement Guidelines.
- c. The removal of trees on lots or parcels that have already been developed is discouraged by the ARB. Any such removal without the ARB's approval is prohibited.
- d. Pruning in Sensitive Areas: Lagoon edges, marsh edges, and maritime forest contain some of the most sensitive vegetation at *Cassique*. Natural drainage patterns, erosion control as well as wildlife habitat, may be easily upset by thoughtless overpruning. In addition, certain areas adjacent to marsh edges may be subject to further restrictions imposed in connection with the Storm Water Management Act. Therefore, the pruning in these areas is prohibited without the ARB's approval. In all cases where such pruning is allowed, it shall be kept to a minimum and conform to existing natural patterns of growth. Pruning should occur after the home has been framed and views are established.
- e. View corridors may be established from time to time by deed, plat or other written agreement. Tree removals and pruning within these corridors is permitted following ARB review and approval.
- f. Natural buffers, especially along lot edges, shall be preserved and enhanced. Trees, shrubs, and other understory vegetation should remain dense from ground level up to 10 feet and remain intact within 5 feet of the property line.

Violations of the above guidelines may result in substantial fines and mitigation requirements. If vegetative mitigation does not thrive after 9 months from installation, replacement is required.

- ② **DESIGN GUIDELINES:** These guidelines have been prepared to help define the appropriate site planning and landscaping that should be provided for the residences at *Cassique*. The basic objectives of a designer preparing site and landscape plans for a home at *Cassique* should be:
- a. To minimize the impact of the home on the surrounding natural environment and the golf course while preserving the site's existing landscape in its natural state insofar as possible. Often, to achieve these results, adding mature vegetation and large trees may be required.
 - b. To enhance the built environment while integrating structures into the surrounding natural environment and into the added vegetation.
 - c. To consider both long and short views to and from a project. Certain views should be improved with the addition of selected landscape elements that are appropriate for that purpose.

The completed landscaping should complement the residence and provide continuity between it and the surrounding vegetation. Architects and Landscape Architects should incorporate the existing natural vegetation into their plans, and add to it in such a way so as to produce a feeling of "modest cultivation" that "blurs the line" between man-made elements and the natural environment. Ideally, property lines should disappear with the use of continuous landscaping.

The use of flowering trees and shrubs, both perennial and annuals, of soft coloration is encouraged.

The extent and complexity of landscaping will depend upon the unique features offered by the site, the owner's desires, the design of the residence, the nature of existing vegetation, and the configuration of the property.

Care should be used in the selection of plants and flowers for size, tolerance of salt-air environment, and resistance to drought and wildlife. Landscape plans may not indicate the use of plant species listed on the *Nonnative Invasive Plants of Southern Forests* registry published by the US Department of Agriculture. Because of the rapid drying rate of the sandy soil, it is recommended that irrigation systems be included in landscaping plans to protect the sizable investment of initial landscaping planting. The ARB highly encourages moisture-sensing devised for water conservation. It is critical that the storm drainage system and any applicable easements in the immediate area of the site be integrated into the overall landscape design. Open-loop geothermal systems will not be approved as they may adversely affect the drainage of neighboring properties and are not environmentally sensitive. In general, the ARB discourages the use of insect abatement systems that are not environmentally sensitive.

3 GENERAL GUIDELINES

- a. All landscape plans for new homes and landscape modifications to existing homes must be prepared and stamped by a Landscape Architect licensed to practice in the State of South Carolina.
- b. Tree and topographical surveys are to be dated within twelve (12) months of their submittal to the ARB. Genus and species of trees and major understory vegetation must be indicated.
- c. The entire site must be planned. If areas are to remain natural, it should be indicated as such on the plan.
- d. Schematic or bubble diagrams may be used for preliminary plans.
- e. Driveways, parking areas, and visually objectionable elements such as service areas, storage yards, and utilities must be well-screened from the street and adjoining lots.

4 HARDSCAPE GUIDELINES:

- a. Each lot is permitted to have only one driveway access from the street. "Straight shot" driveways are not permitted.
- b. Most *Cassique* driveways should be paved with either concrete or asphalt; however, in wooded areas the ARB does not discourage the use of soft pervious material such as gravel (preferably gray/brown, not white or blue stones), oyster shell, pine straw, or wood chips. The ARB prefers, and will likely require, driveway colors that are subdued and natural in tone.
- c. Dimension standards:
 1. Driveway width should be a minimum of 12' on curves, and 10' for straighter drives. Where the driveway meets the street, the width of the drive should be at least 18' wide. Curved driveways should have no less than a 15' radius. Design of driveways must also meet fire department requirements for access.
 2. Garage backup area edge of pavement should be a minimum of 26' from garage door, offset dimensioned parallel to the home.
 3. Guest parking areas must be a minimum depth of 18' and maximum width of 17' (two cars). The maximum width is 20' for two cars; however, these may be placed separately depending on the unique site conditions.
 4. All walkways to the front entrance should be a minimum of 54" wide.
 5. No paved areas may be sited closer than five (5) feet from side or rear property lines. A minimum of 36 inches of planting area is to be maintained between the driveway and the home.
- d. Onsite parking for at least five (5) cars will be required, utilizing both garage and guest parking areas.
- e. The site plan should indicate the location of the required conduit under the driveway in the area of the right-of-way.
- f. The ARB discourages the use of fountains, entry gates, or other "yard art." If approved, the fountain, entry gate, or "yard art" must be included in the lot coverage percentage. When allowed, entry gates or piers must be located within the buildable

- area and should not have an overall height greater than three (3) feet above the adjacent grade. Significant landscape screening may be required as well.
- g. All driveways must be designed and constructed so as not to interfere with and/or block road drainage.
 - h. Taller plant material may not be located so as to impede view corridors.

⑤ SOFTSCAPE GUIDELINES:

a. Trees

1. Each lot after development must contain a minimum number of healthy trees of an approved type. See Tree Replacement Guidelines for calculation formulas and mitigation requirements. Owners of unusually large lots or lots with a number of large specimen oaks may request relief from this requirement.
2. Compliance with the tree calculation formulas does not grant the owner the right to clear existing trees without ARB approval.
3. Of the trees shown to be planted on the landscape plan, at least two-thirds must be native species (oaks, magnolias, hickories, palmettos, etc.).
4. All trees required for mitigation must be native species.
5. Landscape plans must show and label species of existing trees that are to remain.
6. The landscape plan must indicate, in chart form, how the proposed plan fulfills the above tree requirements.
7. Owners may be required to add 3-4 grand trees totaling 24" or more caliper on the side of a homesite facing the golf course.
8. Live Oaks which are 16" or greater in diameter at breast height (dbh), and are within 12' from the foundation, shall require pre-treatment by a certified arborist when construction commences and may require additional treatment at the conclusion of construction, especially if a variance is granted due to the location of the tree.

b. Shrubs

1. 50% of all shrubs installed must be a minimum size of seven gallons. The remaining installed shrubs must be a minimum size of three gallons.
2. The ARB may require larger material (6'-8' in height) to be planted to help soften tall foundations.
3. Foundation plantings are required to be at least half the height of the foundation, and must encompass the entire home.
4. Straight-line plantings (hedges) along the property lines are discouraged (unless as part of an overall neighborhood landscape concept plan).
5. Planting beds near side property lines are encouraged to blend with adjacent properties in both plant material and design. Native plants such as wax myrtles and hollies are also encouraged along these edges.
6. The use of native or drought tolerant plants is recommended to reduce irrigation needs.

c. Grass, ground cover, and mulch

1. The ARB generally discourages the use of large expanses of sod.
2. Areas shown to be grassed must be sodded as opposed to seeded or sprigged.
3. Areas of sod must be a minimum of 15 feet from lagoon edges.
4. Roadside rights-of-way that are disturbed during construction must be regraded and sodded so as to provide a continuous grass edge. This includes areas of nearby lots that are damaged during construction.
5. Ground cover is encouraged in shaded areas where it is difficult to grow grass.
6. Pine straw or mulch can be used in areas of medium or dense shade. Seasonal color and groundcovers shall also be planted so that there is not an unplanted mulch or pine straw area greater than 100 square feet.
7. The ARB may require the use of rain sensor gauges on irrigation systems.

It should be noted that approval of a landscape plan is conditional, pending a field review of the in-place installation. At that time, additional landscaping may be required to reduce the visual height of a tall structure, to provide erosion control, additional screening, to correct damage from construction activity, or for other reasons as deemed appropriate by the ARB.

- 6 TREE REPLACEMENT GUIDELINES:** All applications for tree removal and replacement received by the Architectural Review Board are subject to the following guidelines:
- a. All specimen oak trees on any residential lot of 3" caliper or greater dbh and all other trees of 6" caliper or greater dbh, shall be entered on a Tree Survey and submitted to the ARB with site plans.
 - b. The minimum tree requirement for a developed lot is equal to one (1) tree (3" or greater in caliper dbh) per 1,000 square feet of gross lot area (palmetto trees only count as a third of a tree). The minimum number of trees required must also equal 70% of the number of trees shown on the tree and topo survey of the undeveloped lot. Both methods of calculating the minimum number of trees required must be shown on the landscape plan. Whichever formula shows the greater number of additional trees will be the tree formula required for any lot. Popcorn (Tallow) trees may not be included in the count of existing trees on the undeveloped lot, as they are an invasive species and shall be removed during development of the lot.
 - c. Should any such oak or other specimen tree fall within the building envelope approved by the ARB, then the ARB, in its discretion, may require mitigating replacement by way of oaks or other trees of at least six (6) inches caliper dbh.
 - d. All oak trees of 24" or greater caliper dbh must be preserved unless the ARB determines there is no reasonable design solution that would save the tree(s). For every oak tree with a caliper of 24" or greater dbh that is removed, the property owner may be required to plant trees for which the sum of calipers dbh is equal to or greater than the sum of caliper dbh of the trees removed. Mitigation trees shall measure a minimum of six (6) inches in caliper dbh.

- e. Oak trees greater than 6" dbh that are removed outside the building envelope may require mitigation in the ARB's discretion should the ARB permit such removal.
- f. If replacement trees will not "fit" on a lot in the ARB's discretion, the ARB may require location of same in a common, open, or park area at *Cassique*.
- g. In exercising its discretion respecting these Tree Replacement Guidelines, the ARB shall take into consideration, among other things, the number and species of trees removed, any hardship to the property owner, the remaining foliage, trees, shrubbery, and other plant species as may exist on a lot and/or as may be proposed to be added by the owner as a part of the landscaping plan, the size, shape, and topography of the lot, the size, species, and value of proposed replacement tree, the neighborhood characteristic including its general topography, foliage, and natural tree canopy and other relevant factors.

The ARB may consider brief delays in installation due to severe weather conditions that may adversely impact the health of installed material.

EXISTING HOMES GUIDELINES

The primary purpose of the Covenants and Guidelines is to foster the creation of a community which is aesthetically pleasing and functionally convenient for all residents and visitors. These restrictions, governing proposed homes, homes under construction, and existing homes, require every home at *Cassique* to be maintained in a manner conforming to these Guidelines.

① **IMPROVEMENTS:** No alteration (including painting, staining or reroofing) affecting the exterior appearance of any building, structure or landscape shall be made without prior approval of the ARB. A request for approval must be submitted to the ARB including the review fee, a completed Improvement Review Form, all drawings necessary to define the proposed improvement, color samples, and site stake out. When approved, a *Cassique* Building Permit must be issued prior to commencement of any clearing, material delivery, painting, or construction.

② **LANDSCAPING:** Every property owner is responsible for preventing the development of any unclean, unsightly, or unkempt conditions of buildings or yards, which shall reduce the beauty of the neighborhood as a whole or the specific area. Formally landscaped bed and lawn areas must be maintained and screened from other properties. Return of such areas to a native state must be reviewed as a landscape change. For larger properties, or landscaping of a lot owned adjacently, formal landscaping should be limited to the buildable area and may not exceed 40% of the property. Any proposed changes in landscaping such as fences, fountains, lighting, game structures, drives, walks, landscape structures, and statuary must be approved by the ARB. The modification of an existing landscape requires a landscape plan prepared and stamped by a SC licensed Landscape Architect. The addition of plants to an existing landscape may be performed either by a

Landscape Architect or Landscape Designer. Every property owner is required to replace significant trees that die due to natural causes to ensure that the required number of trees per lot is maintained. A deposit for tree removal will be required when mitigation is deemed necessary. See the Landscape Guidelines for current requirements prior to planning landscape updates to your property.

- 3 TREE REMOVAL:** Generally tree removal for existing homes will not be approved unless the tree is diseased, damaged, or a threat to the home. Any tree that is approved for removal will generally require mitigation with native hardwoods. An extension for installation may be requested in order to accommodate an appropriate planting season. See the Vegetation Removal Request Form for additional information. See Landscape Guidelines for additional information.

APPURTENANCE GUIDELINES

All exterior alterations and improvements to any property within *Cassique* require prior approval from the ARB. The proposed building of a dock or bridge into or across any natural or manmade water body must receive prior approval from the ARB and KP. If the homesite is adjacent to any golf course body of water, approval of the golf course operator must be obtained. Exterior lighting requires ARB approval, and must be installed so as not to disturb either neighbors or nearby traffic.

The construction of landscape, game, and play structures as well as swimming pools and tennis courts are considered improvements and must be submitted to the ARB. The approval of such structures generally depends upon their location, appearance, and related landscaping. The following are specific guidelines for the design or alteration of appurtenances.

- 1 MAILBOXES:** Each home is required to have a typical *Cassique* mailbox with the appropriate lot number or assigned street number routed in the cross piece. The owner's name may be applied to the side of the mailbox per an approved design detail. The design, color, construction, and installation of every mailbox is required to conform to *Cassique* Graphic Controls for Mailboxes included in the Appendix.
- 2 SIGNAGE:** The use of any sign, including those for the purpose of identification, renting, or selling of a property, is prohibited. Single-family homes may be identified only by the graphics included on the mailbox as specified by the Graphic Controls included in the Appendix. Owners' names, house names and lot numbers shall not be placed on the front of homes or on signs placed on lots.
- 3 BOATS AND CAMPERS:** The storage of boats, campers, trailers, recreational vehicles, or large commercial vehicles in yards or driveways is prohibited. They are required to be stored out of sight in closed garages or below houses.

- ④ **EXTERIOR LIGHTING:** All exterior lighting shall be installed so as not to disturb neighbors or impair vision of traffic on nearby streets. Additional guidelines are as follows:
- a. Landscape plans must indicate all proposed exterior landscape lighting. The use of exposed, non-hooded spotlights will not be approved. Low voltage, high quality metal fixtures are encouraged.
 - b. Exterior lighting should be limited to areas where there will be pedestrian movement, and should be extinguished when not in use.
 - c. Lighting within street rights-of-way is not allowed.
 - d. The source of exterior lights should not be visible from property lines or streets.
 - e. Floodlights are almost never permitted. A minimum number of floodlights, or similar types of lighting attached to soffits and fascias, when allowed, must be hooded, low voltage, and approved in advance.
 - f. Exterior lighting towards or near the marsh is strongly discouraged. Only dim path lighting shall be allowed in these sensitive areas.
 - g. Up-lighting and/or landscape lighting is intended to accent a truly unique or special natural feature. This type of lighting may be allowed at the discretion of the ARB.

Because each design and site is unique, lighting plans will be evaluated based on the unique characteristics of the site. The ARB has discretion to disallow plans that introduce excessive lighting into the landscape.

- ⑤ **FENCING:** All fencing designs must receive ARB approval and a permit is required prior to installation. Fences shall not exceed four feet in height, and are required to be heavily screened with continuous landscaping. Solid walls or fences must be within the buildable areas. In order to allow for landscaping, open fences are not permitted within ten (10) feet of property lines. Fences shall not encompass a yard in entirety, as this prohibits the blending of landscaping with neighboring properties. Minimal fencing approved for security and liability issues must adhere to the previous guidelines. No chain-link or similar fencing will be permitted.

- ⑥ **SATELLITE DISHES:** Satellite dish placement requires ARB notification. A 20" diameter or less satellite dish or 1 meter if required by FCC regulations, may be placed on the roof of a home, provided it is not visible from the street and is properly screened from adjoining property. If ground placement is necessary, locate in areas least obtrusive to viewing from streets or adjoining property. The dish must be painted a color that will blend with the surrounding roof or screening.

- ⑦ **PLAY STRUCTURES, BASKETBALL GOALS, ETC:** All play structures, basketball goals, putting greens, and related objects must be approved by the ARB prior to installation. Synthetic turf is an allowed material for putting greens, provided that the specific material is approved and the area is minimal in size, a minimum of 10' from property lines, and heavily screened with landscaping. The ARB will require that the objects be painted to

blend with the surrounding environment, and may require additional plantings to screen objects from neighboring views.

- 8 STORM PROTECTION:** Installation of storm protection systems for doors and windows requires review and approval by the ARB. All elements of the system must match in color the surface to which they are attached and should integrate with the architecture of the home. The ARB encourages the use of removable panels and hinged shutters, where applicable. Storm protection systems may only be utilized when the community is in eminent danger due to the issue of a hurricane warning by the National Weather Service. Systems must be removed or disengaged immediately after the warning is removed and may not be used as a means of securing property during homeowner absences.
- 9 POOLS:** Pool installation and/or modification requires ARB approval and must be performed by a licensed pool contractor. The pool cavity and decking must be entirely within the buildable area and are included in lot coverage calculations. At grade decking must be at least ten feet from the property line. The color of any pool component visible from adjacent properties must be approved. Saltwater conversion is very strongly encouraged, as traditionally chlorinated discharge into the Island's storm water system will adversely affect the environment.
- 10 DOCKS AND BULKHEADS:** Installation and improvement of all docks and bulkheads require prior ARB approval. Dock structures and bulkheads should be fabricated with natural and blending materials; however, aluminum gangways are allowable when rails and other accoutrements are painted dark brown. Lighting should be limited to pedestrian movement and extinguished when not in use. Lifts, when allowed, should be minimal in size and non-obtrusive in form. Landscape solutions may be required to mitigate exposure of bulkheads from marsh views and adjoining bulkheads should always be consistent in design and materials. The ARB may consider other methods of erosion control that are natural in appearance. Please reference page 5 for additional information.

REVIEW PROCESS

EXPLANATION OF THE PROCESS

The Architectural Review Board exists to review all building, remodeling, and/or alteration activity proposed at *Cassique* and to encourage high quality architectural design and characteristics appropriate to the surroundings, the special conditions of climate, and other environmental factors indigenous to the area.

This review process has been organized to establish a systematic and uniform review of proposed residential construction. Required drawings and submittal forms must receive Conceptual and Preliminary Approval before submission for Final Approval. All submittals to the ARB for construction must be made by an Architect registered in the State of South Carolina.

Architects should strive to develop a strong sense of identity within a framework of visual continuity so as to create an attractive and harmonious addition to the community. It is not the intention of this ARB to stifle creativity in producing a strong identity, provided the design conforms to the Covenants and these Guidelines. However, through its Review procedures, the ARB may disapprove any proposed construction on purely aesthetic grounds, where, in its sole judgment, such action is required to protect the enduring natural beauty and attractiveness of an area.

Aesthetic issues may include, but are not limited to, neighborhood compatibility, site relationships, and design consistency. Neighborhood characteristics will be considered during the review of the proposed building's materials, style, colors, mass, height, and square footage. The existing vegetation, tree canopy, tree root systems, drainage, and grading will be considered during the review of building mass and drainage. Window style, pattern and proportion, detailing, and overall proportion will be reviewed for consistency with the proposed architectural style.



An ARB Staff is available to assist Owners, Architects, and Contractors during the design and construction of homes. The ARB Staff is available to promptly reply to questions concerning design and construction guidelines. The ARB Staff will preview every project before Conceptual, Preliminary and Final Review. They will also review the lot stake out and the submission of acceptable working drawings, specifications, landscaping plan, and color samples.

The project will not, however, be presented to the ARB for review until all of these items have been addressed.

No site clearing, material deliveries, or construction may begin without first obtaining a *Cassique Building Permit from the ARB*. A permit may be issued only after Final Approval is granted by the ARB and the approved job sign has been ordered. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by the Charleston County Building Department must be followed as well. If construction of an approved structure has not commenced within six (6) months of its approval, resubmittal to the ARB will be required.

The ARB generally meets every month, or more often if the caseload dictates. Conceptual submittals should be received by the ARB no later than noon one week prior to the meeting. Preliminary and Final submittals are due by noon on the Friday before the meeting. To be considered, submittals shall be accompanied by the appropriate Architectural Review Board Form, completed in full. Any review fees due must also be paid in full for a submittal to receive consideration. All requirements shall be completed or the ARB may refuse to review a submittal. The ARB encourages personal presentations of submittals by Architects and Owners. Design approval is valid for six (6) months.

SITE ANALYSIS

The Property Owner, Architect, and Landscape Architect are required to attend a Site Analysis Meeting with an ARB representative prior to beginning the Review Process. The purpose of this meeting is to familiarize attendees with the proposed homesite, to evaluate the health and location of specimen trees, other vegetation, and existing topography, and to increase the homeowners' and design teams' awareness of ARB issues. The information should be represented graphically and sealed by the Landscape Architect on the following Site Analysis Drawings.

- ① **TOPOGRAPHICAL AND TREE SURVEY:** One of the first steps in preparing a site analysis is obtaining a Topographical and Tree Survey for the property from a South Carolina Registered Land Surveyor. The survey must be dated within twelve (12) months of its submittal. This survey must be at 1/8" = 1'- 0" or 1" = 10'- 0" scale and is required to show the legal description of the property, including the following:
- a. Recorded property lines, easements, and setbacks.
 - b. The topographical contours of the lot.
 - c. The location, genus, and species of all oak trees over 3" caliper dbh and other trees in excess of 6" caliper dbh.
 - d. Any prominent natural features of the site.
 - e. Adjacent residences with roof heights from MSL, garages, and driveways.
 - f. Current OCRM critical lines.
 - g. Utility locations.

The accuracy of the survey is extremely important as this will eventually influence the design of the residence. Minor inaccuracies in the survey can often lead to significant delays and/or increased project budget if not addressed promptly. Surveyor error cannot be considered "hardship" that supports a variance.

- ② **EXISTING SITE CONDITIONS:** The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to, the following:
- a. Oak trees 24" caliper dbh or greater highlighted in red.
 - b. Hardwood trees 12" caliper dbh or greater highlighted in green.
 - c. Areas and characteristics of natural vegetation or dense understory, including special or unusual site features.
 - d. Existing oak canopy delineated.
 - e. Locations of diseased or damaged trees.
 - f. Locations of trees restricted from removal with respective ground area delineated by shading or hatching (see Chapter Two, Section C for criteria).
 - g. Existing drainage patterns.
 - h. Sun movement analysis and breeze directions.

- ③ **PROPOSED SITE DEVELOPMENT:** The analysis should be drawn on a copy of the Tree and Topographical Survey and should include, but is not limited to, the following:
- a. View orientation.
 - b. Major features on adjacent properties within 50' of property line.
 - c. Building, pool, and decking locations with approximate square footage requirements.
 - d. Site access.
 - e. Areas requiring minimal or maximal privacy.
 - f. Potential variances should be clearly and specifically addressed in writing and highlighted on drawings.

All variances must be brought to the attention of the ARB during the review process and cannot be approved after construction begins. Only variances specifically approved in writing shall be considered granted and valid. A Variance Request Form must be submitted in addition to the standard review forms if you are seeking a variance for your project.

An important step is conveying to the ARB the appropriateness of how the design evolved from the site analysis. Thus, it is critical that all pertinent site data gathered be presented to the ARB representative 24 hours prior to the Site Analysis Meeting. The Meeting shall be re-scheduled if the data is not received in a timely manner.

CONCEPTUAL REVIEW

As early as the Owner and Architect are able to identify design objectives, five (5) sets of Conceptual plans should be submitted for review. These plans must be 11" x 17" in size and should consist of tentative drawings that reflect the general form, spatial relations, materials, articulation, and circulation patterns. Active involvement by the Landscape Architect is required during the initial layout of site plans.

Schematic sketches, dimensioned drawings, models, and perspectives are most appropriate for conceptual submittals. Regardless of what form of presentation is used, all conceptual submittals must contain five (5) bound, 11" x 17" copies of the following:

- ① **COMPLETED CONCEPTUAL REVIEW FORM:** After review, the ARB will either grant Conceptual Approval or provide reasons for the rejection of the submittal, and normally will offer suggestions for improvement. If the conceptual drawings are substantially changed, either by request of the ARB or desire of the owner, they must be resubmitted and receive Conceptual Approval before proceeding for Preliminary Approval. A Conceptual Approval is valid for six (6) months from date of approval. All necessary forms are provided in the Appendix.

- ② **DIMENSIONED SITE PLAN:** The site plan shall be drawn at a scale of 1" = 20'- 0" and shall show the roof plan of the house and contain dimensions demonstrating conformity with all required easements and setbacks. Surveyed trees, both those to be preserved and those to be removed, must be indicated. Driveways and walks must be located along with the proposed service yard, HVAC units or closed-loop geothermal fields, and electric meter. Driveways, garage backup areas, and guest parking areas should be dimensioned and the following area calculations should be indicated:
 - a. The area of building footprint (all heated and unheated spaces, in square feet).
 - b. The area of all first floor decks, stairs, and porches.
 - c. The area of all driveways, walks, pools, and HVAC units.
 - d. The total of these areas in square feet (area of improvements).

- e. The total high-ground area of the lot in square feet.
- f. The area of improvements expressed as a percentage of the total high-ground lot area.

Any variance to established guidelines should be clearly noted and highlighted.

- ③ **FLOOR PLANS:** Floor plans at 1/8" scale shall be presented depicting the layout of heated, unheated, screened, and covered square footage calculations as measured from outside face of exterior walls for each level, including steps and mezzanines. For area calculations of unheated space, measure from the centerline of walls that separate heated and unheated spaces. Vaulted space open to below should be calculated at 50% of potential floor space. Stair square footage should be included for each level. Plans for all proposed floor areas, including garages, basements, or attics, must be submitted.
- ④ **ELEVATIONS:** Drawings shall be presented at 1/8" scale representing the view of all exterior sides of the proposed structure. All materials such as wood, stucco and/or masonry elements of all exterior walls shall be accurately and fully depicted. The elevations must be rendered with shadows depicting roof and/or deck overhangs, and changes in wall plane or massing. Roof ridge heights, their relationship to FEMA, and interior floor levels should be indicated, as well as the relationship to existing and proposed topographical features.
- ⑤ **PERSPECTIVES AND MODELS:** Perspective sketches and models are encouraged at Conceptual Review, although not required.

PRELIMINARY REVIEW

The preliminary submittal drawings are prepared after changes are made from the review of conceptual plans. A written response to any comments from the previous review should be submitted. One (1) complete set of 24" x 36" or 30" x 42" drawings is required. The ARB Staff will preview all submissions, and will not present a project to the ARB for Preliminary Review unless the following are completed and have been submitted.

- ① **PRELIMINARY STAKE OUT:** The home shall be staked out on the lot with stakes at least two (2) feet tall, marking the corners. A string shall connect all stakes outlining the shape of the home, including decks, stairs, raised planters, and driveway. The lot line nearest the home shall be defined with string. All trees proposed to be removed shall be tied about their circumference with red surveyor's ribbon. **Preliminary stake out must be completed by noon on the Friday prior to the ARB Meeting or the submittal will not be reviewed.**
- ② **COMPLETED PRELIMINARY REVIEW FORM:** After review, the ARB will either grant Preliminary Approval or provide reasons for the rejection of the submittal, and normally will offer suggestions for improvement. If the preliminary drawings are substantially changed, either

by request of the ARB or desire of the owner, they must be resubmitted and in receipt of Preliminary Approval before proceeding for Final Approval. A Preliminary Approval is valid for six (6) months from date of approval. All necessary forms are provided in the Appendix.

- ③ **SUBMITTAL FEE:** This fee is for the review process. See the Attachments for the schedule.
- ④ **FLOOR PLANS:** Plans at 1/4" scale must depict the layout and relationship of interior space for all levels of the proposed building. These plans must show the proposed heated, unheated, screened, and covered square footage calculations as measured from outside face of exterior walls for each level, including steps and mezzanines. For area calculations of unheated spaces, measure from the centerline of walls that separate heated and unheated spaces.
- ⑤ **EXTERIOR ELEVATIONS:** Drawings shall be presented at 1/4" scale representing the view of all exterior sides of the proposed structure. Wood, stucco and/or masonry elements of all exterior walls shall be accurately and fully depicted. Gutters and down spouts must be shown if proposed.
- ⑥ **GRADING AND DRAINAGE PLAN:** The grading and drainage plan shall be drawn at a scale of 1" = 10' or 1/8" = 1' - 0" with the setbacks. These drawings must show the roof plan and that trees and vegetation are not to be damaged by fill dirt. They must also show the proposed grading (including landscape berms) and demonstrate that drainage flow does not adversely affect adjoining property, or roadside swales. The Landscape Architect must include a "note" for the Contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales." Also included must be spot elevations at all building corners, at the base of all stairs, at the garage door, and all corners of the driveways.
- ⑦ **DIMENSIONED SITE PLAN:** This plan must be 1/8" in scale, must include overall dimensions (depth & width) of the home, and must demonstrate conformity with all required easements and setbacks. Any variances to the established guidelines shall be noted and highlighted to bring attention to the ARB. Driveways, guest parking, garage backup areas, and walkways must be located and appropriately dimensioned. The service yard, HVAC, and electric meter must be indicated on these drawings. In closed loop HVAC systems, bore hole locations must be located on the site plan. A roof plan must be submitted. This drawing must contain area calculations for the area of building footprint (including heated and unheated areas in square feet, not including the roof overhangs of 2' or less), the total improvement surface area including the driveway, walkways, the total area of high ground of lot in square feet, and the total area of improvements expressed as a percentage of total lot high ground area above the current OCRM critical line.

⑧ **BUILDING SITE SECTIONS:** Drawn to scale as necessary, these plans must show floor and ceiling heights of each habitable floor.

⑨ **TREE/UNDERSTORY PROTECTION PLAN:** The tree and understory protection plan shall be presented at a scale of 1" = 10' with the setbacks. Clearing limits as delineated by protective fencing, areas of dense understory growth, areas where existing vegetation is to be preserved, and areas where the existing grade will be disturbed must be noted. The job material storage, construction dumpster, and temporary toilet locations must also be shown.

FINAL REVIEW

The construction documents are prepared after changes are made, if any, from the review of preliminary plans. The final stake out, reflecting any changes, must be completed before submitting for Final Review. A written response to any comments from the previous review should be submitted. The ARB Staff will preview all submissions, and will not present a project to the ARB for Final Review unless the following are completed and have been submitted:

① **FINAL STAKEOUT:** The preliminary stake out must be updated reflecting changes, if any, in the location of the home or driveway and any additional trees to be removed. No oak trees over 3" caliper dbh or other trees 6" caliper dbh may be removed or limbed at any time without prior ARB approval. Extra care shall be taken by fencing to avoid injury to any trees not approved for removal.

② **COLOR SAMPLES:** Because color is essential to the overall success of the home, the ARB requires proposed colors of all exterior materials including siding, trim, brick, roofing, stucco, and lattice to be submitted on actual samples of materials proposed for use, and shall be submitted attached to a 2'-0" x 2'-0" wood panel. These sample submissions are most important to both the owner and the ARB in evaluating the eventual appearance of the house as color chips often vary greatly from actual applications on varying materials. The samples submitted at the time of Final Review do not constitute final approval of the color palette. Final approval may only be given after on-site review of the sample board during the construction of the home. Material color samples are the property of the ARB and may not be returned.

③ **SCHEMATIC LANDSCAPE PLAN:** A landscape plan prepared by a South Carolina registered Landscape Architect, at a scale of 1/8" = 1'-0" or 1" = 10' showing the following:

- Location of the home, driveway, and walks with proposed landscaping concepts as intended to help integrate the building with its environment and to provide for positive drainage.

- b. A scale representation of all planting material, identified as to size, quantity, common and scientific name, and variety. Include a proposed plant list.
- c. Tree analysis chart including 1 tree per 1,000 square feet of high ground and 70% of existing trees on the lot. Mitigation trees should be shown and highlighted.
- d. Location of landscape lighting with fixture catalogue cuts, sprinkler head locations, walks, fences, pools, decks, patios, play structures, garden structures, and mailboxes. Include a complete light fixture schedule.
- e. Adequate plant screening for HVAC units, service yards, trash enclosures, and electric meters. Foundation screening must be half of the height of the foundation wall.
- f. Proposed budget for landscape and irrigation (not to include structural fill or hardscape). See Attachments for budget assumptions.
- g. Tree and understory protection plan similar to the preliminary submittal.
- h. Height of mature vegetation proposed for location within deeded, platted, or implied view corridors (such as adjacent to side yard setbacks on flag lots) must be noted.

Each plan shall indicate the location of a 4" PVC conduit (Schedule 40) below the driveway in the street right-of-way for future cable installation. The conduit should be 3 feet from the edge of the street with an invert 18 inches below grade. The conduit should extend 24 inches beyond either side of the paving and be capped on both ends. Berkeley Electric must be contacted for the delivery of any additional conduit and specifics on its placement. The contractor shall be responsible for locating existing utilities before excavating. Restoration of the roadside drainage system will be required.

- ④ **DIMENSIONED SITE PLAN:** Similar to preliminary including any changes and proposed utility services.
- ⑤ **FOUNDATION AND FRAMING PLAN:** Plans at 1/4" scale showing locations and sizes of foundation and framing elements and how they relate to nearby trees.
- ⑥ **FLOOR PLANS:** Floor plans shall be drawn at 1/4" scale containing all information necessary for construction.
- ⑦ **ELEVATIONS:** Drawn at 1/4" scale, elevations shall accurately represent the view of all sides of the house. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled. A colored elevation must be submitted for evaluation of proposed color application. The entire front elevation must be rendered and partial elevations throughout the home are encouraged to ensure that all design elements which may require unusual color application are considered and so that color issues in the field can be avoided.

- ⑧ **BUILDING SECTIONS:** Drawn at 1/4" scale as necessary for clarification or construction.
- ⑨ **ELECTRICAL AND MECHANICAL PLANS:** Plans submitted at 1/4" scale showing necessary information. Charleston County requires plumbing and electrical riser diagrams for homes in the "V-Zone." Electrical plans must show the meter location and mechanical plans must show enclosed HVAC areas.
- ⑩ **DETAILS:** Submit details including, but not limited to the following:
- a. Typical wall section.
 - b. Exterior trim.
 - c. Window and door details.
 - d. Exterior walls, fences, or screens.
 - e. Railings and/or seating.
 - f. Screen porch section.
- ⑪ **SPECIFICATIONS:** A full set of specifications must be submitted defining the quality of all work and materials.
- ⑫ **COMPLETED FINAL REVIEW FORM:** If the ARB fails to grant Final Approval of the project, it will designate items to be corrected or resubmitted. If the ARB grants Final Approval, a *Cassique* Building Permit may be obtained at the ARB office. Two (2) full-size sets of working drawings and one (1) reduced set, (11" x 17") must be presented to obtain the approval stamp. The completed Construction Deposit Form must accompany the drawings and the construction deposit. A *Cassique* Building Permit and stamped drawings will then be issued. These will be required by Charleston County in issuing the governmentally-required Zoning and Building Permits.

FINAL LANDSCAPE PLAN REVIEW

The Final Landscape Plan is due sixty (60) days prior to the substantial completion. The Landscape Architect and a representative of the ARB will meet on site to review any landscape issues, including the number of new trees required, tree mitigation requirements, tree locations for filtered views, screening of service and parking areas, foundation planting, blending with natural plant materials, final driveway layout, grading, landscape lighting, and repairing right-of-way damage. Requirements for the Final Landscape Plan submittal are similar to the Schematic Landscape Plan in the Final Review section, but should also include contact information for the landscape installation company; however, please note that the Schematic Landscape Plan is not to be used in place of the Final Landscape Plan. Should a Final Landscape Plan not be submitted prior to installation of landscape material, a fine may be imposed and withheld from the construction deposit. The ARB office must be informed if the Landscape Architect of record changes.

EXISTING HOMES IMPROVEMENT REVIEW

As stated in the Covenants, "no building, fence or other structure shall be erected, placed, or altered nor shall a building permit for such improvement be applied for on any property within *Cassique* until the proposed building plans, materials, specifications, exterior colors or finishes, plot plan (showing the proposed location of such building or structure, drives, and parking areas), landscape plan, tree replacement/supplement plans, and construction schedule shall have been approved in writing by the Declarant..." When submitting for review of proposed improvements, presentations must include but may not be limited to the following:

- ① **LETTER OF INTENT:** The owner should inform the ARB as to the intent and purpose of the proposed improvement.
- ② **IMPROVEMENT REVIEW FEE:** This fee is for the review process. See the Attachments for the schedule.
- ③ **COLOR SAMPLES:** Samples are most important when applying for improvement approval because of the necessity of matching existing materials. When changing the color of a home, color samples must be applied to the home for inspection by an ARB representative. An Approved Final Color form must also be completed and submitted for the ARB's records. There is a distinct preference by the ARB for weathering and semi-transparent stains on residential structures so as to blend with the natural surroundings.
- ④ **SITE PLAN:** A plan with dimensions of the property must be submitted showing the location(s) of the proposed improvements, setbacks, and lot coverage percentage.
- ⑤ **DRAWINGS:** One set of plans and elevations shall be submitted to adequately define and explain the improvement sufficiently. Drawings representing the existing structure(s) will also need to be submitted. Major improvements may require a landscape plan indicating how the landscape will be improved to meet current landscape guidelines. Landscape improvements may require tree protection, grading, and planting plans depending upon the scope of work proposed.
- ⑥ **COMPLETED IMPROVEMENT REVIEW FORM:** After reviewing the project, the ARB will either designate changes or grant Final Approval. As with new construction, the construction deposit must accompany the completed Construction Application Deposit and Agreement Form, two (2) full-size sets of drawings, and one (1) set of reduced drawings (11" x 17") to be stamped before obtaining a *Cassique* Building Permit. As specified in the Construction Guidelines, the *Cassique* ARB building permit and the Charleston County permit must be displayed before site clearing, material delivery, or construction may begin.



CONSTRUCTION GUIDELINES

BEFORE CONSTRUCTION

After completing the review process and receiving Final Approval of the stake out and construction documents from the Architectural Review Board, several steps shall be followed before any lot clearing, material deliveries, or construction may begin.

An ARB Building Permit must be obtained for all renovations and new construction. Please be aware that non-conforming items inadvertently not addressed during or prior to permitting may not be considered approved. Two (2) full size and one (1) reduced (11" x 17") set of construction drawings must be stamped by the ARB. The two full size sets of drawings are required by Charleston County before the County will issue a Zoning and Building Permit.

The contractor must also submit a completed Construction Application Deposit & Agreement, an Encroachment Permit from the *Cassique* Homeowners' Association, and the required deposit for new construction or for improvements. Deposit reimbursements can only be returned to the issuer of the deposit check. The deposit is returned to the address on the check, therefore, it is pertinent that the ARB be notified of any address changes.

Upon receipt of these required items, the ARB will review the on-site tree protection. Once the tree protection is complete, an ARB Building Permit will be issued within three business days for the project. The receipt of this Permit does not preclude the necessity of also obtaining a Charleston County Building Permit. Both permits are required for construction along with any additional permits that may be necessary from other agencies (e.g., to build a dock you will need KP approval and a permit from OCRM). In the case of golf course lots, you may need permission from the golf course operator, particularly if you seek to alter or remove any natural vegetation within 30' of any lot line bordering a golf course. We will advise in obtaining the latter services and approvals.



Every job site must have a job sign. Several area sign companies have the specifications required by the Architectural Review Board for job signs. A current list may be obtained from the ARB office. Please be aware that only the name and hometown of the Property Owners, as well as the name of the Architect, Landscape Architect, and Builder may be placed on the sign. Telephone numbers are not allowed.

In summary, the following steps shall be completed **before** New Construction or Major Improvements may begin:

1. Submit to ARB office one (1) electronic set, two (2) full-sized sets, and one (1) reduced (11" x 17") set of approved construction drawings with completed Construction Application Deposit and Agreement, the Homeowners' Association Encroachment Permit and construction deposit check.
2. Install tree protection prior to clearing the site. Any clearing between the setbacks and the property line requires on-site approval.
3. Obtain Building Permit from ARB.
4. Order job sign.
5. Obtain Charleston County Building Permit and Zoning Permit (KP may require other permits in special situations); also, if applicable, obtain approvals for golf course lot construction and vegetation alteration. Zoning permit applications must contain:
 - a. Average Natural Ground Elevation (average elevation of the entire lot to the nearest 6").
 - b. Base Flood Elevation.
 - c. Structural Elevation showing first floor height and peak of roof height (above B. F. E.).
 - d. Site Plan with ARB stamp.
 - e. Copy of approved recorded plat.
 - f. Building plans (2 sets).
6. Post Building Permit at job site.
7. Place dumpster and portable toilet on job site.
8. Site clearing may commence following receipt of the *Cassique* Building Permit from the ARB. At conclusion of clearing, submit dated photographs of the site prior to proceeding with construction.

Steps prior to Minor Improvement construction (including roofing with the same material, painting any color, deck or rot repair, tree removal mitigation, and other minor exterior repairs):

- a. Submit a completed Construction Application
- b. Submit a *Cassique* Encroachment Permit or Waiver
- c. Submit the review fee and construction deposit.
- d. Submit a completed Onsite Color Review Form if applicable.

If bird of prey, alligator, bobcat, or other habitat is discovered during clearing, the ARB office must be contacted prior to continuing work.

Many properties require de-watering prior to and during construction, which must continue constantly for extended periods of time. If this is necessary, please adhere to the following:

- a. All water removed from the site must be discarded to the nearest storm drain. Water should never be drained onto neighboring property, including the dune field and marshlands.
- b. Pumps with low decibel ratings are preferred. In addition pumps should be muffled with sand bags to keep vibration noise to a minimum.
- c. The ARB recommends pre-notification to neighbors when de-watering is scheduled for an extended period of time.

DURING CONSTRUCTION

All construction at *Cassique* will be under regular observation by the ARB. Four (4) mandatory field inspections shall be conducted by the ARB on every residence under construction.

- ① **FIRST INSPECTION:** The first required inspection shall occur when the foundation wall is just above grade. The contractor shall notify the ARB at this time, and the inspection shall be conducted to ensure conformance with the approved drawings as to the location of the structure within the site. At this time, the builder must submit to the ARB a "Foundation Survey" depicting the location of the setbacks and showing the distances from all foundation corners to adjacent property lines. The ARB will fine the Contractor a portion of the deposit should the first floor framing be constructed prior to submitting a foundation survey or if dated photographs are not submitted at conclusion of site clearing prior to construction commencing. A stop work order may be issued until the survey is submitted and corrections are completed.

If during the foundation construction, or subsequently during framing, the removal and/or limb cutting of additional oak trees greater than 3" caliper dbh and other trees over 6" caliper dbh or alteration of existing dune structures becomes necessary, approval **shall** be obtained from the ARB **in advance**.

- ② **SECOND INSPECTION:** The Second Inspection shall occur upon notification by the contractor that the framing of the structure has been completed. After the house is framed, a sample board must be erected to show the proposed colors on the proposed materials for on-site review from the ARB. In order to view each sample in its proper context, the sample board must be placed close to the home. Once the sample board is on the site, an Onsite Color Review Form must be completed and submitted to the ARB office. An ARB representative will perform an on-site inspection and return the Onsite Color

Review Form with the appropriate sign-off. Should the contractor not submit an Onsite Color Review Form prior to application of color and materials, a fine may be imposed and withheld from the construction deposit.

- ③ **THIRD INSPECTION:** The Third Inspection shall occur sixty (60) days prior to completion during the onsite review of the Final Landscape Plan with a representative of the ARB, the Landscape Architect, and the Builder. Should the tree protection be removed prior to the onsite review and/or a Final Landscape Plan not be submitted prior to installation of landscape material, a fine may be imposed and withheld from the construction deposit.
- ④ **FOURTH INSPECTION:** The Fourth Inspection shall be conducted after the completion of the home and installation of landscaping. A copy of the Final Inspection shall be sent to the Owner and Builder noting final approval or required items to be corrected.
- ⑤ **SITE APPEARANCE:** Each construction site is required to have a job toilet at all times for the use of workers. It must be placed at least twenty-five (25) feet from the street in an inconspicuous location with the door facing away from the street and neighboring homes. Fires are not permitted on residential construction sites under any circumstances. Care should be taken when loading trucks hauling trash so as not to have it spill over while in transit. Contractors shall be held responsible for trash and debris falling from construction vehicles.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines and a clear street right-of-way should be maintained. Access to the site should be limited to the proposed driveway location. Access over/through adjoining properties is expressly forbidden. Over-sized delivery items require arrangement with *Cassique Security* at least two (2) business days prior to arrival at the front gate to *Cassique* and any costs incurred must be borne by the contractor.

The storage of materials should be in an inconspicuous area of the site and should be neat and orderly.

The use of adjoining properties for access or storage of materials, without the written permission of the adjacent owner, is prohibited. Temporary storage structures, approved by the ARB, may be used to store materials provided the structure is minimal in size.

Storage structures may not be used as living quarters. The ARB generally discourages the placement of job trailers on a residential site. In the event that the ARB approves of a job trailer, a minimum sized industry standard trailer must be used. The trailer will be required to be screened with vegetation, and must be removed once the home is "dried in".

Site cleanliness shall at all times be maintained at an acceptable level. If not so maintained, the ARB will issue a "stop work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. No trash shall be strewn about the lot or piled openly.

As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced. Should the ARB determine, in its sole discretion, that a site is not being maintained properly, it may undertake to have it maintained properly and will deduct the cost from the Construction Deposit and/or levy additional fines.

Temporary utilities must be installed in a neat manner. The temporary power pole must be at least 15 feet from the front property line, be installed plumb, and not be used for the placement of signs. Installation of the sanitary sewer and water lines must be completed using small trenching equipment, as large backhoes may create damage to natural areas.

In summary, residential construction sites must contain the following:

- a. Commercial dumpster.
- b. Job toilet.
- c. Temporary utilities.
- d. Standard job sign (with permits).

Should construction progress cease for more than 90 days, the ARB must be notified.

AFTER CONSTRUCTION

When the Construction of a residence has been completed, the owner and contractor need to satisfy several requirements before applying for the Final Inspection. The construction of the residence is to be completed and the landscaping installed in accord with the plans previously approved by the ARB. Any unauthorized change is to be corrected before the Final Inspection Certificate will be issued.

Upon completion of construction and landscaping, all building debris shall be removed from the site and the surrounding area. The construction site sign and the temporary power pole shall also be removed. At this time, the Contractor should review the Final Inspection Checklist provided by the ARB and notify the ARB that he is ready for the Final Inspection. If Final Inspection is not requested within a year of the date of Certificate of Occupancy, the ARB may absorb the New Home Construction Deposit as a fine, and notice may be sent of items requiring correction. For Improvement Construction, Final Inspection must be requested within one year of the ARB building permit expiration or the Improvement Construction Deposit may be absorbed as a fine and notice may be sent of items requiring correction.

As a checklist, the following items shall be completed prior to Final Inspection for New Construction and Major Improvements:

- a. Complete construction.
- b. Remove construction debris.
- c. Remove temporary facilities, utilities, and sign.
- d. Install landscaping and standard *Cassique* mailbox.
- e. Submit as-built topographic survey and landscape certification to the ARB. The as-built survey must include the setbacks, the lot coverage percentage, (expressed as un-built, pervious and impervious surfaces), conditioned square footage if there is a maximum, HVAC stands, and the roof ridge height.
- f. Request an Encroachment Inspection by calling 843-768-3430.
- g. Submit a completed Onsite Color Review Form if not done previously.
- h. Request for Final ARB Inspection.

For Minor Improvements:

- a. Complete construction
- b. Remove construction debris
- c. Submit as-built survey if a change in footprint
- d. Request a *Cassique* Encroachment Inspection if permit not waived
- e. Remove temporary facilities and sign

GENERAL REGULATIONS

All builders of residences at *Cassique* must be licensed by the State of South Carolina. At a minimum, a SC residential builder's license is required. Access to *Cassique* is controlled by *Cassique* Security located near the entry gate. All incoming vehicles must stop at the security gate for identification and permission to enter. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding about *Cassique*. Vehicles may be periodically searched to protect all Contractors and Owners from theft of materials and equipment.

The maximum hours allowed for construction personnel at *Cassique* will be from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 5:00 pm on Saturday.

No residential construction work will be performed on Sundays or national holidays.

The conduct of all workmen is the responsibility of the General Contractor. Loud cars and speeding are not permitted at *Cassique*. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes when not on the job site. Workmen are not permitted to loiter about the community. Loud music from radios and disturbance of property owners or guests will not be permitted at any time.

The construction of all residences must be completed within two (2) years of the issue date of the *Cassique* Building Permit with all exceptions requiring special ARB approval. Contractors must have the Owner or Architect submit all proposals for exterior changes prior to implementation of those changes. Failure to do so may result in fines. The Covenants grant KP and/or the *Cassique* Homeowners' Association the power to impose fines and/or take action to correct any exterior changes made without approval or to employ persons to clean up an unacceptable lot. These expenses may be deducted from the Construction Deposit.

The above regulations are designed to enhance *Cassique's* overall appearance to our residents and visitors. These regulations are to be used as guidelines; they are not intended to restrict, penalize, or impede construction firms who adhere to these regulations. Any and all suggestions on improving these regulations will be welcome.

While performing their duties at *Cassique*, repeated violation of these regulations could result in the suspension of the building permit for that residence until corrective action has been taken by the contractor. Additionally, a Contractor who repeatedly violates either the letter or "spirit" of these guidelines may be required to post a larger construction deposit or, in the extreme, be prohibited from working at *Cassique*.

DEMOLITION GUIDELINES

Prior to applying to the ARB office for a permit for structural demolition, the following guidelines are to be followed:

- a. Submit a current survey indicating existing conditions and the extent of demolition, and a site plan indicating fencing for the protection of trees, natural areas, existing landscaping, and significant topographical features during demolition.
- b. The demolition contractor will be required to hold a current business license with Town of Kiawah Island and should be insured and bonded. Membership in the National Demolition Association is encouraged.
- c. Site cleanliness and access shall comply with specifications in Chapter Four, Section B.
- d. The removal of debris from the demolition site out of the *Cassique* community will need to be coordinated in advance with *Cassique* Security, and shall comply with Chapter Four, Section B.
- e. A Demolition Construction Application Deposit and Agreement Form will need to be completed by the Contractor and Property Owner. See Attachments for current deposit amounts.

When the demolition is complete, contact the ARB office to request an inspection. The deposit will be returned after a satisfactory inspection of the demolition site. No construction activity may commence following demolition until an ARB construction permit is issued.

LANDSCAPE GUIDELINES DURING CONSTRUCTION

- ① **FOUNDATION PLANTING:** The minimum size of foundation planting at the time of installation must be at least half of the height of the foundation wall.

- ② **LANDSCAPE PLAN REVISIONS AFTER CONSTRUCTION BEGINS:** The ARB does not accept changes in the ARB approved landscape plan without the direct supervision of the Landscape Architect of record. Any changes in the approved landscape plan are to be submitted by a South Carolina registered Landscape Architect for approval prior to installation. The ARB requires the Landscape Architect of record to complete and sign a Landscape Certification form, certifying that the landscape design is installed in general conformance and intent of the approved plans. The Landscape Architect of record may be changed to a different Landscape Architect by submittal of a new sealed landscape plan.

- ③ **TREE PROTECTION:** The ARB requires tree protection fencing to enclose the entire work site creating natural areas to be preserved. These areas to be preserved are not to be altered, cleared, or pruned in any way, both during and after construction, without onsite review and approval from the ARB. Clearing or pruning of trees and vegetation for views cannot occur until the home is completely framed. View clearing and pruning requires onsite approval by the ARB Administrator or an ARB representative. The tree protection fencing must also be installed around specific trees to be saved. All protective fencing must be maintained until the completion of construction and all construction materials and vehicles must remain outside of the preserved areas. Trees that die due to damage during construction must be mitigated.

All properties are subject to the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management storm water runoff Regulations. These regulations require strict compliance with the Storm Water Management Plan for your property before trimming any vegetation, moving soil, or otherwise doing any construction on the property. A violation may result in civil penalties as well as other adverse action. Erosion control measures should be installed prior to applying for a building permit from the Architectural Review Board. View clearing and buffers along critical areas are also regulated by Charleston County.

SITE INSPECTIONS

- ① **REGULAR SITE INSPECTION:** Regular site inspections of all single-family home construction sites will be made by the ARB. Compliance with the furnished Construction Guidelines and the permitted construction plans will be checked and reviewed on a regular basis.
- ② **SPECIAL SITE INSPECTION:** A special inspection of a specific site will be made upon receipt of a request for such an inspection which cites a specific violation.
- ③ **VIOLATIONS:** Violations that are discovered at a site will be photographed and described on a preprinted report form.
- ④ **NOTICE:** A notice will be sent to the Contractor for the first violation of the Construction Guidelines, requesting correction of the violation (copies will be sent to the Owner and Architect).
- ⑤ **FINES:** Once one notice has been sent to the contractors, all future violations of the Construction Guidelines and all unauthorized exterior changes to the approved building plan will be photographed, written on a report form, and a fine levied against the deposit posted. Additional fines may be levied as well. A copy of the report form will be sent to the Contractor, Architect, and Property Owner.
- ⑥ **EACH VIOLATION:** Each violation which is not corrected within ten (10) days will be again photographed, documented, and a new fine will be levied.
- ⑦ **APPEALS:** An appeal of a fine or decision must be made in writing to the *Cassique* Architectural Review Board Chairman within ten (10) days of issue. An appointment may be scheduled during an ARB Meeting for discussion of the issue. The subsequent determination will be final and binding to all concerned.
- ⑧ **LEGAL ACTION:** The ARB may elect to pursue legal action if it feels that it is appropriate.
 - a. The ARB will assess fines on a case-by-case basis and may pursue legal action if necessary.
 - b. The amounts of the fines are subject to periodic increases at the sole discretion of the ARB.

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DEFINITIONS

Adjacent – Next to or within 100 feet. Adjacent properties include those properties which abut a property, as well as properties with any portion being located within 100 feet of any boundary of the subject property.

Appurtenance – Architectural accessories including play structures, pools, game structures, docks, bridges, walls, mailboxes, etc.

Base Flood Elevation – Height of the base flood, usually in feet, in relation to the National Geodetic Vertical Datum in the Flood Insurance Study Report, or average depth of the base flood above ground surface.

Buildable Area – Area within allocated setback lines where building can occur.

Caliper – Diameter in inches of tree (bark to bark) measured at a specified height.

Critical Areas – An operational area that requires specific environmental control because of the equipment or information contained therein. Areas of fragile habitat growth that typically border salt marsh and lagoons including all areas designated as critical area by the Ocean and Coastal Resource Management Division of the South Carolina Department of Health and Environmental Control.

DBH – Diameter at breast height.

Fencing – Any barrier, structure or installation that may enclose, surround, or mark off any part of a yard. All fencing references include deer, electric, wood/lattice, and woven-wire mesh fencing, etc.

Fenestration – Any opening in a building's envelope including windows, doors, and skylights.

Height – Elevation from minimum finished floor elevation as measured in feet and stories. Building height does not include chimneys, antennae, or ventilation pipes. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. One-half story is a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.

Lot – Development Parcel identified in a Subdivision Plan recorded in the Charleston County, RMC office.

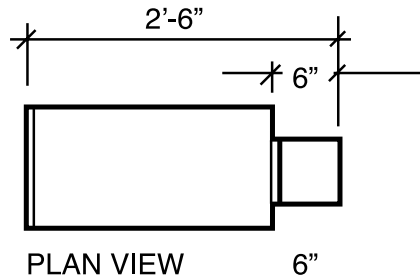
Natural Ground – The average elevation of a Lot of Development Parcel prior to Development activity.

Open-loop Geothermal Systems – Geothermal heat pump or irrigation system that uses groundwater from a conventional well as a source of heat diversion or water use.

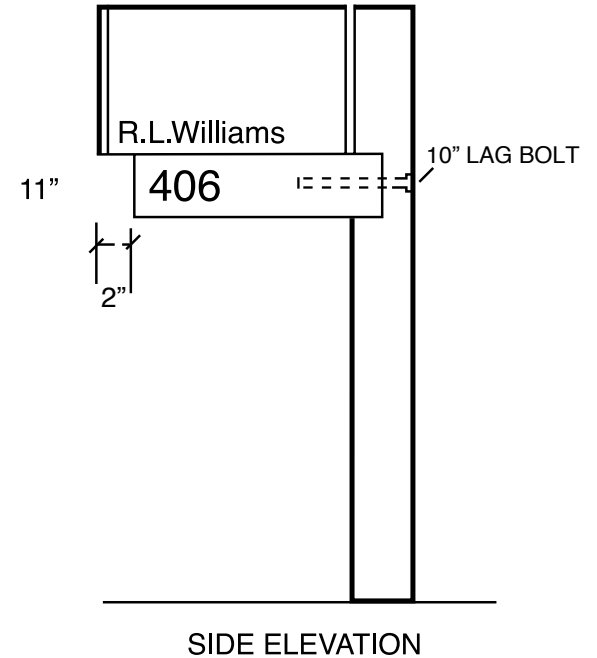
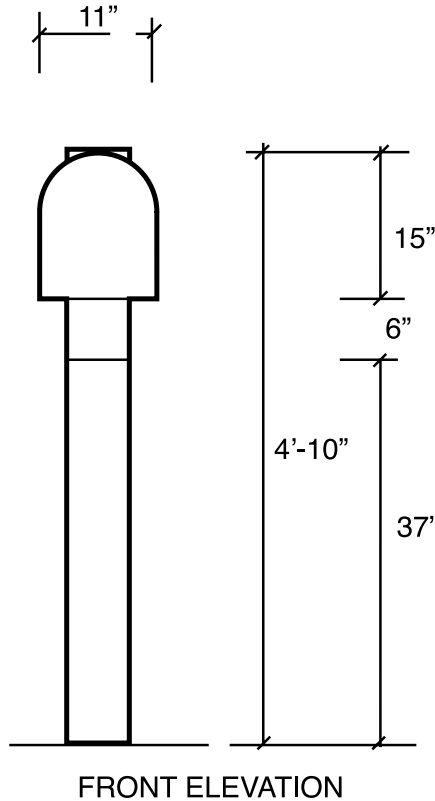
Pervious Cover – Land which permits the absorption of stormwater into the ground. This may include walkways and driveways which are pervious to storm water.

Yard Art – Decorative elements or objects that are placed in yards or on the outside of houses (that are not part of the approved plans). Yard art includes but is not limited to such items as fountains, columns, columnar adornments, sculptures of all types, certain light-generating structures, weathervanes, flagpoles, etc.

GRAPHIC CONTROLS



SCALE: 3/4" = 1'0"

**SPECIFICATIONS AND NOTES:**

- a. A mailbox is required for use at all residences. Its purpose is to give emergency service personnel and visitors a consistent device for locating names and addresses.
- b. The mailbox shall be #2 standard rural size. Material for the post and arm is 6" x 6" treated Yellow Pine with an overall length of 7'- 0". A 10" lag bolt is required in the connection of the arm to the post.
- c. The graphics for the mailbox are applied with 2" white letters (Times Bold). Residence name may appear on both sides of the mailbox. The graphics on the arm are flat, black, 3" hand routed numerals (Times Bold).
- d. The mailbox shall be copper. The post and arm shall be stained Night Horizon.
- e. Care should be taken to properly treat post to prevent decay or attack from termites.
- f. Single-family homes shall be identified only by the graphics included on the mailbox as specified above.

CONTACT NUMBERS

Charleston County Building Services 843-202-6930

Charleston County Planning 843-202-7200

***Cassique* Architectural Review Board** 843-768-3419

Office of Ocean and Coastal Resource Management 843-747-4323

Register of Mesne Conveyance Office 843-958-4800

US Green Building Council 1-800-795-1747

FORMS

Onsite Color Review Form
Conceptual Review Form
Conceptual Submittal Checklist
Construction Application, Deposit, and Agreement
Construction or Design Change Application
Demolition Construction Application , Deposit, and Agreement
Minor Improvement Inspection
Final Review Form
Final Submittal Checklist
Improvement Review Form
Landscape Certification
New Home Construction and Major Improvement Final Inspection
Painting Permit Request Form
Preliminary Review Form
Preliminary Submittal Checklist
Site Analysis Form
Vegetation Removal Request
Variance Request Form



ONSITE COLOR REVIEW FORM

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

FOUNDATION MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

List brick and mortar information if applicable.

SIDING MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

TRIM MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

WINDOWS _____

Color Name/Number _____ **Manufacturer** _____

GARAGE DOOR _____

Color Name/Number _____ **Manufacturer** _____

GARAGE DOOR TRIM _____

Color Name/Number _____ **Manufacturer** _____

FRONT DOOR _____

Color Name/Number _____ **Manufacturer** _____

ROOFING MATERIAL _____

Color Name/Number _____ **Manufacturer** _____

SHUTTERS _____

Color Name/Number _____ **Manufacturer** _____

LOUVERS / LATTICE _____

Color Name/Number _____ **Manufacturer** _____

DECKING / STAIRS _____

Color Name/Number _____ **Manufacturer** _____

ARB ACTION Approved _____ Disapproved _____

CONCEPTUAL REVIEW

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

Landscape Architect _____ **Contractor** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

SETBACKS & RESTRICTIONS **IMPERVIOUS LOT COVERAGE** **BUILDING SQUARE FOOTAGE**

Front _____ **Building Footprint** _____ **1st Floor Heated Sq. Ft.** _____

Sides _____ **Open/Covered Decks** _____ **2nd Floor Heated Sq. Ft.** _____

Back _____ **Stairs, Drives, Walks** _____ **3rd Floor (1/2 max)** _____

Height Restriction _____ **Raised Planters** _____ **Total Heated Sq. Ft.** _____

Max Lot Coverage % _____ **Pool & Decking** _____ **Garage** _____

Min. Allowable _____ **HVAC Stands** _____ **Other** _____

Max. Allowable _____ **TOTAL** _____ **Rooms**

Max. 1st Floor _____ **Sq. Ft. High Ground** _____ **Number of Bedrooms** _____

Lot Coverage _____ **Number of Bathrooms** _____

EXTERIOR MATERIALS **SPECIAL CONDITIONS/VARIANCE REQUEST**

Foundation _____ _____

Walls _____ _____

Trim _____ _____

Roofing _____ _____

Windows/Doors _____ **Tree Removal** _____

Garage _____ _____

Paved Areas _____ **Mitigation Required** _____

Front Door _____ _____

ARB ACTION **Approved** _____ **Disapproved** _____

Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

CHECKLIST
<input type="checkbox"/> Nine (9) Bound, 11" x 17" Copies
<input type="checkbox"/> Site Plan
<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Exterior Elevations
<input type="checkbox"/> 3-D Perspective Sketches/Models

CONCEPTUAL SUBMITTAL CHECKLIST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Required drawing sheet size of 11" x 17", **nine (9) bound copies**
- Completed Conceptual Review Form
- Site Plan (1" = 20' 0")
 - ___ Show setbacks
 - ___ Any variance to established guidelines should be clearly and specifically addressed in writing and highlighted on drawings. Variance will not be approved after construction begins.
 - ___ Indicate major features on adjacent properties within 25' of property line.
- Floor Plans (1/8" = 1' 0")
 - ___ Must show proposed heated, screened, and covered square footage calculations as measured from outside face of stud wall for each sheet.
 - ___ Must depict the layout and relationship of interior space for all levels of the proposed building.
- Exterior Elevations (1/8" – 1' 0")
 - ___ Representing the view of all exterior sides of the proposed structure.
 - ___ All materials such as wood, stucco, roofing, and/or masonry elements shall be accurately and fully depicted.
 - ___ Must be rendered with shadows depicting roof and/or deck overhangs, changes in wall plane, or massing.
 - ___ Must show height of roof ridge and interior floor levels' relationship to F.E.M.A.
 - ___ Must show relationship to existing and proposed topographical features.
- 3-D Perspective sketches and/or models are encouraged.

Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer. Conceptual Submittals are due to the ARB Office by noon on the Wednesday prior to each ARB Meeting.

CONSTRUCTION APPLICATION DEPOSIT & AGREEMENT

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

CONTRACTOR INFORMATION

Name _____ SC Contractor License # _____
Address _____ Kiawah Business License # _____
Telephone _____

CONSTRUCTION LOCATION

Address _____ Owner _____

TYPE OF CONSTRUCTION

Circle One: New Construction / Improvement _____ Type of Improvement _____

Heated Square Footage _____

Lot Coverage Percentage _____

Deposit Amount _____ Check Date & Number _____

AGREEMENT

I, _____, as property owner, and

I, _____, as contractor for the above described construction project acknowledge and agree that the above described deposit is being held by Kiawah Resort Associates in order to insure that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a construction pass to enter the Island, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
7. Any monies paid out by Kiawah Resort Associates for the correction of changes not approved by the ARB, the cost of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the Deposit.
8. The ARB's review and approval are limited to aesthetic considerations. ARB approval does not relieve you and your contractor of responsibility for compliance with all municipal, state, or federal laws that may be applicable. ARB approval does not constitute any opinion or representation by the ARB that the plans comply with these requirements.

This Application, Deposit, and Agreement made this _____ day of _____, 20____,
by _____ and _____.
Property Owner Contractor

Application approved this _____ day of _____, 20____, by _____
Architectural Review Board

CONSTRUCTION OR DESIGN CHANGE APPLICATION

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____

Architect _____

Address _____

Address _____

_____ Zip _____

_____ Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Email _____

Contractor _____

Landscape Architect _____

Address _____

Address _____

_____ Zip _____

_____ Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Email _____

PROPOSED CHANGE _____

REASON FOR CHANGE _____

ARB COMMENTS _____

This Construction or Design Change Application made this _____ day of _____, 20____
by _____ and _____
Property Owner Architect

Application approved this _____ day of _____, 20____, by _____
ARB Representative

ARB ACTION Approved _____ Disapproved _____

DEMOLITION CONSTRUCTION APPLICATION DEPOSIT & AGREEMENT

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

DEMOLITION CONTRACTOR INFORMATION

Name _____ SC Contractor License # _____
Address _____ Kiawah Business License # _____
Telephone _____

DEMOLITION LOCATION

Address _____ Owner _____

AGREEMENT:

I, _____, as property owner and
(Please Print Name)

I, _____, as demolition contractor for the above described
(Please Print Name)

demolition project acknowledge and agree that the above-described deposit is being held by Kiawah Resort Associates in order to insure that the structure will be demolished in accordance with plans and specifications that have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read and understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean demolition site at all times. We will have a commercial dumpster and a job toilet on site in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a demolition pass to enter the Island, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the deposit will be held in a non-interest bearing account, I understand that it shall be returned after Demolition Inspection approval with no interest added.
7. Any monies paid out by Kiawah Resort Associates for the correction of changes not approved by the ARB, the costs of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the deposit.

This Application, Deposit, and Agreement made this _____ day of _____, 20____

By _____ and _____
(Property Owner's Signature) (Demolition Contractor's Signature)

Application approved this _____ day of _____, 20____

By _____
(Architectural Review Board)

Deposit Amount _____ Check Date and Number _____

MINOR IMPROVEMENT INSPECTION FORM

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Contractor _____

Phone _____

Fax _____

Type of Construction Improvement New Construction

Comments _____

Prior to minor improvement final inspections, please complete the following:

1. Complete construction
2. Remove construction debris
3. Submit as-built survey if a change in footprint
4. Request a *Cassique* Encroachment Inspection if permit not waived
5. Remove temporary facilities and sign

Inspection Requested By _____

FINAL REVIEW

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

SETBACKS & RESTRICTIONS **IMPERVIOUS LOT COVERAGE** **BUILDING SQUARE FOOTAGE**

Front _____ Building Footprint _____ 1st Floor Heated Sq. Ft. _____

Sides _____ Open/Covered Decks _____ 2nd Floor Heated Sq. Ft. _____

Back _____ Stairs, Drives, Walks _____ 3rd Floor (1/2 max) _____

Height Restriction _____ Raised Planters _____ Total Heated Sq. Ft. _____

Max Lot Coverage % _____ Pool & Decking _____ Garage _____

Min. Allowable _____ HVAC Stands _____ Other _____

Max. Allowable _____ TOTAL _____ **Rooms**

Max. 1st Floor _____ Sq. Ft. High Ground _____ Number of Bedrooms _____

Lot Coverage _____ Number of Bathrooms _____

EXTERIOR MATERIALS

Foundation _____ Mfg. _____ Color _____

Walls _____ Mfg. _____ Color _____

Trim _____ Mfg. _____ Color _____

Roofing _____ Mfg. _____ Color _____

Windows _____ Mfg. _____ Color _____

Doors _____ Mfg. _____ Color _____

Garage _____ Mfg. _____ Color _____

Front Door _____ Mfg. _____ Color _____

Paved Areas (Material and Color) _____

CHECKLIST
<input type="checkbox"/> Final Stake Out
<input type="checkbox"/> Dimensioned Site Plan
<input type="checkbox"/> Landscape Plans
<input type="checkbox"/> Construction Drawings
<input type="checkbox"/> Color Selection/ Samples
<input type="checkbox"/> Specifications
<input type="checkbox"/> Full Color Rendering
<input type="checkbox"/> Exterior Specifications
<input type="checkbox"/> Grading & Drainage

ARB ACTION Approved _____ Disapproved _____

*Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

FINAL SUBMITTAL CHECKLIST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

NOTE: Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Completed Final Review Form
- Dimensioned site plan (1/8" = 1' 0" or 1" = 10' 0")
 - ___ Must show the building footprint including overall dimensions (depth and width) of the house and must demonstrate conformity with all required easements and setbacks.
 - ___ Any variances to established guidelines shall be clearly and specifically addressed in writing and highlighted on drawings. Variances will not be approved after construction begins.
 - ___ Driveways, guest parking, garage backup areas, and walkways must be located and appropriately dimensioned.
 - ___ Service yard, HVAC, and electric meter must be indicated.
 - ___ The following area calculations should be shown:
 1. Area of building footprint (all heated and unheated areas in square feet). This does not include roof overhangs of 2' or less.
 2. Area of all raised planters 3' above existing grade and porches.
 3. Total improvement surface area including driveway, walkways, and beach boardwalks.
 4. Total area of high ground of lot in square feet.
 5. Total area of improvements expressed as a percentage of total lot high ground area (above current OCRM critical line).
- Grading and Drainage Plan (1"=10' 0" or 1/8"=1' 0")
 - ___ Must be prepared by a SC Registered Landscape Architect.
 - ___ Must show the roof plan.
 - ___ Final grading plan must show that trees and vegetation area not to be damaged by excessive fill.
 - ___ Must show all proposed grading (including landscape berms) and must demonstrate that drainage flow does not adversely affect adjoining property or roadside drainage swales.
 - ___ The plans must include a "note" for the contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales."
 - ___ Must include spot elevations at all building corners, at the base of all stairs, at the garage door, and all corners of the driveways.
- Clearing and tree/understory protection plan
 - ___ The following areas must be noted: the clearing limits, the areas of dense understory growth, the areas where existing vegetation is to be preserved, and the areas where the existing grade will be disturbed.
 - ___ Must show storm water buffer and related drainage issues during construction.
 - ___ Must show the tree and understory protective fencing.
 - ___ Must show location for job material storage, construction dumpster, temporary toilet.
- Preliminary Schematic landscape plan (1/8" = 1' 0" or 1" = 10' 0")
 - ___ Must show tree analysis chart.
 - ___ Must show location of the house, driveway and walks with proposed landscaping concepts as intended to help integrate the building with its environment.
 - ___ Must indicate proposed budget for landscape and irrigation (not including structural hardscape fill). See Landscaping and Irrigation Budget.
- Color/Materials Samples
 - ___ Must have proposed colors of all exterior material including siding, trim, brick mortar, roofing, stucco, and lattice and shall be submitted on a 2' x 2' color sample board.
- Colored Elevation – Full Size
- Floor Plans (1/4" = 1" 0")
 - ___ Same as preliminary floor plan requirements.
 - ___ Must depict the layout and relationship of interior spaced for all levels of the proposed building.
- Exterior Elevations (1/4" – 1' 0")
 - ___ Must represent the flat plane view of all exterior sides of the proposed structure.
 - ___ All exterior materials must be accurately and fully depicted.
 - ___ Must show gutters and downspouts if proposed.

Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer. Final Submittals are due at the ARB office by noon on the Friday prior to each ARB Meeting.

IMPROVEMENT REVIEW

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Type of Improvement _____

BUILDING SQUARE FOOTAGE RESTRICTIONS	PROPOSED IMPERVIOUS LOT COVERAGE	SETBACKS &
1st Floor Heated Sq. Ft. _____	Building Footprint _____	Front Setbacks _____
2nd Floor Heated Sq. Ft. _____	Open/Covered Decks _____	Side Setbacks _____
3rd Floor (1/2 max) _____	Stairs, Drives, Walks _____	Rear Setbacks _____
Heated Sq. Ft. _____	Raised Planters _____	Height Restriction _____
Screened/Covered _____	Pool/Decking _____	Max Lot Coverage % _____
	HVAC Stands _____	Min. Allowable _____
	TOTAL _____	Max. Allowable _____
	Sq. Ft. High Ground _____	Max 1st Floor _____
	Lot Coverage _____	

SQUARE FOOTAGES	Existing	Proposed	EXTERIOR MATERIAL DESCRIPTION
Open Decks _____	_____	_____	Foundation _____
Stairs/Walkways _____	_____	_____	Walls _____
Driveway _____	_____	_____	Trim _____
Raised Planters _____	_____	_____	Windows/Doors _____
Garage/Carport _____	_____	_____	Roofing _____
Number of Bedrooms _____	_____	_____	Garage Doors _____
Number of Baths _____	_____	_____	Paved Areas _____

ARB ACTION Approved _____ Disapproved _____

Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

CHECKLIST	
<input type="checkbox"/> Letter of Intent	<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Color Samples	<input type="checkbox"/> Landscape Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Elevations
<input type="checkbox"/> Building/Site Section	<input type="checkbox"/> Review Fee Paid

LANDSCAPE CERTIFICATION

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)

Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Please check the following certification requirements:

- I have personally inspected the above referenced site and certify that the landscaping has been essentially installed as planned.

- The quantity and size of trees are as shown on the plans submitted to the Architectural Review Board.

- The landscape plans meet all tree requirements.

- The landscape plans have been changed, and the revised landscape plans are attached.

Signed By _____

(Landscape Architect)

NEW HOME CONSTRUCTION AND MAJOR IMPROVEMENT FINAL INSPECTION

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____

Contractor _____

Architect _____

Inspected by _____ Date _____

- As Built Survey with Roof Ridge Height Setbacks and Lot Coverage Percentage Yes No
- Community Association Approval Yes No
- Landscape Certification Yes No
- Photographs of All Four Sides of Completed House Yes No
- Completed Onsite Final Color Review Form Yes No

YES NO

I. GENERAL	COMMENTS
<input type="checkbox"/> <input type="checkbox"/> Sign Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Toilet Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Dumpster Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Debris Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Light Pole Removed	_____
<input type="checkbox"/> <input type="checkbox"/> Mailbox Installed/Stained (bolt included)	_____
<input type="checkbox"/> <input type="checkbox"/> Numbers Routed Correctly	_____
<input type="checkbox"/> <input type="checkbox"/> Driveway/Street Joint	_____
II. LANDSCAPING	
<input type="checkbox"/> <input type="checkbox"/> Adequate Mulching	_____
<input type="checkbox"/> <input type="checkbox"/> Screening	_____
<input type="checkbox"/> <input type="checkbox"/> Half Height Foundation Plantings	_____
<input type="checkbox"/> <input type="checkbox"/> Driveway and Parking	_____
<input type="checkbox"/> <input type="checkbox"/> Street-front: Sodded/Regraded	_____
<input type="checkbox"/> <input type="checkbox"/> Lagoon Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Golf Course Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Dune Edges	_____
<input type="checkbox"/> <input type="checkbox"/> Special Conditions	_____
III. HOUSE	
<input type="checkbox"/> <input type="checkbox"/> Approved Final Color Form	_____
<input type="checkbox"/> <input type="checkbox"/> Foundation Enclosure Complete	_____
<input type="checkbox"/> <input type="checkbox"/> Trim Appropriately Finished	_____
<input type="checkbox"/> <input type="checkbox"/> Meter Box/Conduit Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Exposed Flashing Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Roof Vents Painted	_____
<input type="checkbox"/> <input type="checkbox"/> Chimney Hood Painted	_____
<input type="checkbox"/> <input type="checkbox"/> HVAC Unit Adequately Screened	_____

PAINTING PERMIT REQUEST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Painting Contractor** _____

Address _____ **Address** _____

_____ **Zip** _____ _____ **Zip** _____

Telephone _____ **Fax** _____ **Telephone** _____ **Fax** _____

Email _____ **Email** _____

- Existing Color Palette New Color Palette (Sample Review and Color Form required)

CHECKLIST

Please check off each item that complies with the stated guideline (see Designing with Nature for complete guideline text). If an item does not currently comply, it must be corrected prior to return of the construction deposit. Appeals to the guidelines must be made in writing and approved prior to issuing of the painting permit. The owner and painting contractor agree that:

- Siding has a matte finish.
- Stucco and wood siding are at least a value of 3 on the ARB Value Finder.
- Concrete faux clapboard or shingle siding is at least a value of 5.
- Trim is at least a value of 1 with a difference of 3 or less in value between siding and trim colors.
- Corner trim elements are stained the same as the body color of the home.
- Bay window projections are stained the same as the body color of the home.
- Bandboarding is either the body color or foundation color.
- Bandboarding is trim color at porch locations only.
- Trim color is applied to windows, fascia, soffits, columns, balustrades, and non-foundation level pedestrian doors only.
- Downspout and gutter colors match the surface to which they are attached except if copper.
- Garage doors and garage door trim are the color of the foundation or adjacent siding, or fabricated of a high quality wood stained a dark color.
- All foundation openings, including garage pedestrian doors and trim, should match the adjacent color or be of a non-contrasting color.
- Brick foundation homes should have dark colored garage doors.
- Non-compliance appeal requested for _____

Signed by _____ (Owner) _____ (Painting Contractor)

ARB ACTION Approved _____ Disapproved _____

*Please complete all Owner and Contractor information to ensure accurate correspondence.

PRELIMINARY REVIEW

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
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Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Setbacks & Restrictions **Impervious Lot Coverage** **Building Square Footage**
Front _____ Building Footprint _____ 1st Floor Heated Sq. Ft. _____

Sides _____ Open/Covered Decks _____ 2nd Floor Heated Sq. Ft. _____

Back _____ Stairs, Drives, Walks _____ 3rd Floor (1/2 max) _____

Height Restriction _____ Raised Planters _____ Total Heated Sq. Ft. _____

Max Lot Coverage % _____ Pool & Decking _____ Garage _____

Min. Allowable _____ HVAC Stands _____ Other _____

Max. Allowable _____ TOTAL _____ **Rooms**

Max. 1st Floor _____ Sq. Ft. High Ground _____ Number of Bedrooms _____

Lot Coverage _____ Number of Bathrooms _____

Exterior Materials

Foundation _____ Mfg. _____ Color _____ **Fee Calculations**

Walls _____ Mfg. _____ Color _____ Heated Sq. Ft.: _____

Trim _____ Mfg. _____ Color _____ Screened/Covered: + _____

Roofing _____ Mfg. _____ Color _____ Subtotal: _____

Windows _____ Mfg. _____ Color _____ **ARB Fee:** _____

Doors _____ Mfg. _____ Color _____

Garage _____ Mfg. _____ Color _____

Front Door _____ Mfg. _____ Color _____

Paved Areas (Material and Color) _____

ARB ACTION Approved _____ Disapproved _____

*Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.

CHECKLIST
<input type="checkbox"/> Preliminary Stake Out
<input type="checkbox"/> Dimensioned Site Plan
<input type="checkbox"/> Floor Plans
<input type="checkbox"/> Elevations
<input type="checkbox"/> Building/Site Selection
<input type="checkbox"/> Grading/Drainage Plan
<input type="checkbox"/> Review Fee

PRELIMINARY SUBMITTAL CHECKLIST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Please check off each item as they apply. If any of the items on the list are not completely addressed and fully completed, the submittal will be considered incomplete and will not be included on the agenda for review.

- Review Fee
- Required drawing sheet size of 24" x 36" or 30" x 42", one (1) complete unbound set
- Completed Preliminary Review Form
- Building Stakeout
 _____ Must show location of house, decks, stairs, raised planters, and driveway.
 _____ Trees to be removed should be "flagged" with red surveyor's ribbon.
- Floor Plans (1/4" = 1' 0")
 _____ Must depict the layout and relationship of interior space for all levels of the proposed building.
 _____ Must show proposed heated and screened square footage calculations as measured from the outside face of stud wall for each floor.
- Exterior Elevations (1/4" – 1' 0")
 _____ Must represent the flat plane view of all exterior sides of the proposed structure.
 _____ All exterior materials must be accurately and fully depicted from elevation to elevation.
 _____ Must show gutters and downspouts if proposed.
- Grading and Drainage Plan (1"=10' 0" or 1/8"=1' 0")
 _____ Show Setbacks
 _____ Must show the roof plan.
 _____ Must show that trees and vegetation are not to be damaged by fill dirt.
 _____ Must show all proposed grading (including landscape berms), and must demonstrate that drainage flow does not adversely affect adjoining property or roadside drainage swales.
 _____ The plan must include a "note" for the contractor which states: "Final grading must be completed in such a way that it does not adversely affect drainage or vegetation on adjoining property or roadside swales."
 _____ Must include spot elevations at all building corners, the base of all stairs, the garage door, and all corners of the driveways.
- Dimension Site Plan (1/8" = 1' – 0" or 1" = 10' 0")
 _____ Must show the building footprint including overall dimensions (depth & width) of the house, and must demonstrate conformity with all required easements and setbacks.
 _____ Any variances to established guidelines shall be noted and highlighted and brought to ARB attention.
 _____ Driveways, guest parking, garage backup areas, and walkways must be located and appropriately dimensioned.
 _____ Service yard, HVAC, and electric meter must be indicated.
 _____ Roof plan
 _____ The following area calculations should be shown:
 1. Total area of high ground of lot in square feet.
 2. Area of building footprint (all heated & unheated areas in square feet). This does not include roof overhangs of 2' or less.
 3. Area of all raised planters 3' above existing grade and porches.
 4. Total improvement surface area including driveway, walkways, and beach boardwalks.
 5. Total area of improvements expressed as a percent of total lot high ground area (above current OCRM critical line).
- Building site sections (scale as necessary)
 _____ Must show floor and ceiling heights of each habitable floor.
 _____ Must accurately reflect proposed grading changes and natural topography.

*Every sheet submitted must be stamped and signed by the SC Registered Architect, Landscape Architect, or Engineer.

*Preliminary Submittals are due at the ARB by noon on the Friday prior to the ARB Meeting.

SITE ANALYSIS FORM

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Property Owner _____ Architect _____

Landscape Architect _____ Contractor _____

The following represents the items of discussion covered at the initial site analysis on the above referenced project.

The following was noted: _____

Neighborhood characteristics were highlighted. Yes No

An overview of acceptable color palette was discussed. Yes No

ARB Representative: _____

VEGETATION REMOVAL REQUEST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ Certified Arborist _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Please Check One: Lot Clearing Landscape Contractor: _____

Pruning Address: _____

Tree Removal _____ Zip _____

Phone: _____

Fax: _____

Email _____

Type of tree or vegetation, quantity, brief description of location, and reason for request:

* Please identify the tree(s) on site with surveyor's ribbon.

Lot Clearing Request: Approved Disapproved ARB Notes: _____

Pruning Request: Approved Disapproved ARB Notes: _____

Tree Removal Request: Approved Disapproved ARB Notes: _____

Generally, tree removal is only approved if the tree is diseased, damaged, or a threat to a home and recommended by a Certified Arborist.

If the tree removal request is approved, the number of inches of mitigation is required:

Mitigation must be in the form of native hardwoods, with a caliper of six inches dbh or larger.

If mitigation is required, a refundable deposit must be submitted to the ARB office prior to installation.

This Vegetation Removal Request made this _____ day of _____, 20 ____

by _____ and _____ or _____
(Property Owner) (Certified Arborist) (Landscape Contractor /Lot Clearing)

Request approved this _____ day of _____, 20 ____

by _____
(ARB Representative)

VARIANCE REQUEST

Cassique Architectural Review Board • 253 Gardeners Circle, Suite 200 • Johns Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)
 Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

Address of Project _____

Owner _____ **Architect** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

Landscape Architect _____ **Contractor** _____

Address _____ Address _____

_____ Zip _____ _____ Zip _____

Telephone _____ Fax _____ Telephone _____ Fax _____

Email _____ Email _____

RESTRICTIONS

VARIANCE REQUEST

Sq. Ft. Min. Allowable _____

Sq. Ft. Max. Allowable _____

Sq. Ft. Max. 1st Floor _____

Front Setbacks _____

Side Setbacks _____

Rear Setback _____

Max Lot Coverage % _____

Height Restriction _____

VARIANCE CRITERIA USED

BUILDING SQUARE FOOTAGE

IMPERVIOUS LOT COVERAGE

_____ 1st Floor Heated Sq. Ft. _____ Building Footprint _____

_____ 2nd Floor Heated Sq. Ft. _____ Open/Covered Decks _____

_____ 3rd Floor (1/2 max) _____ Stairs, Drives, Walks _____

_____ Ancillary Heated Sq. Ft. _____ Raised Planters _____

_____ Other _____ Pool and Decking _____

_____ Total Heated Sq. Ft. _____ HVAC _____

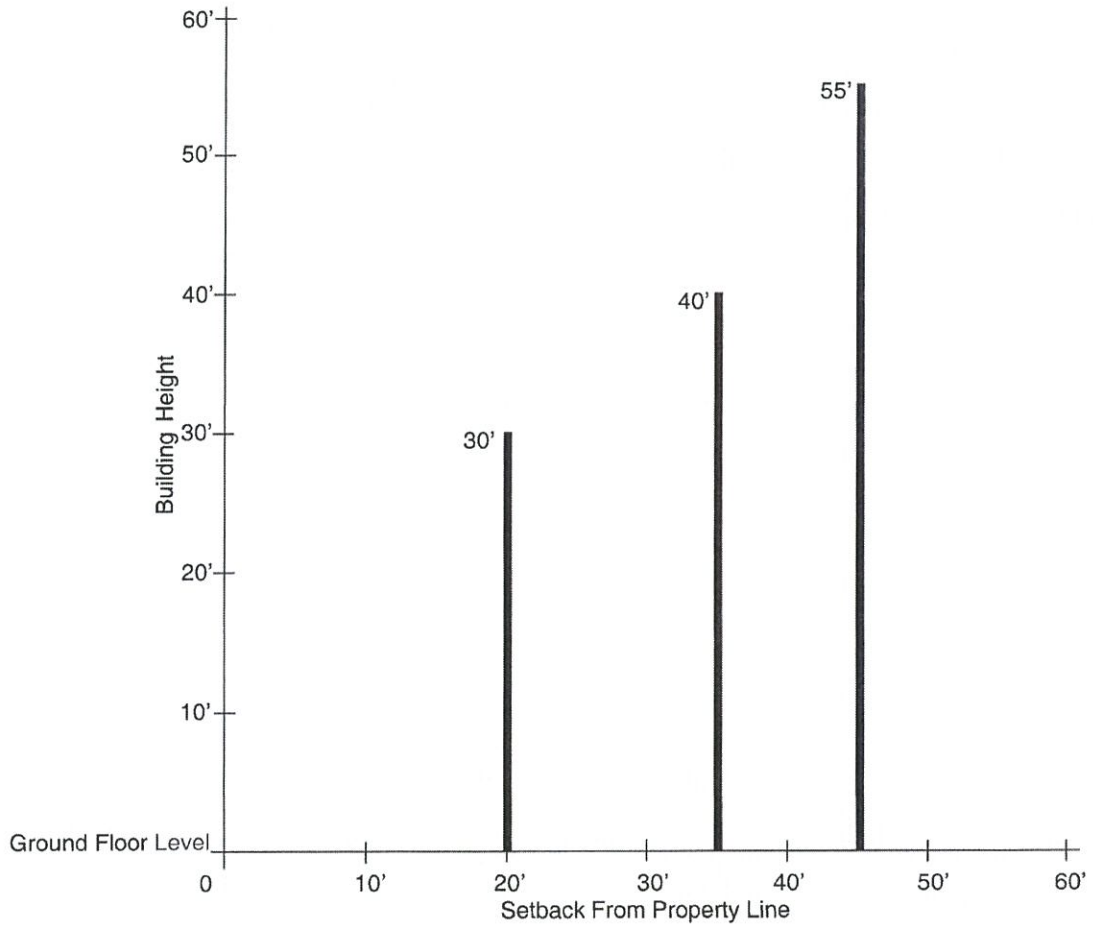
_____ **TOTAL** _____

_____ Sq. Ft. High Ground _____

Lot Coverage _____

ARB ACTION Approved _____ Disapproved _____

Exhibit 13.8: Commercial Bulk Standards
09.16.05



Note : These standards do not apply to commercial design and development within Freshfields Village

EXHIBIT 13.9

MULTIPLE LOT COMBINATION PARCELS

HOUSE SIZE LIMITATIONS:

1. Effect.

In the event that, subsequent to the enactment of the Ninth Amendment to the Initial Agreement, an existing Single Family Detached Dwelling constructed on a multiple Lot combination parcel is destroyed by natural disaster or is voluntarily demolished or remodeled, the prior existing Single Family Detached Dwelling may be constructed, repaired, or remodeled so as to allow the structure to maintain its original footprint and heated habitable area or the heated habitable area as allowed in Table 2, if greater.

2. Applicability.

The standards of the Exhibit shall apply to all Single Family Detached Dwelling Development on multiple Lot combination parcels.

3. Lot Standards.

The following Dwelling Unit size limitations and Lot standards shall apply to Single Family Detached Dwelling Development. These unit size limitations and Lot standards are listed in Table 2.

A. For any vacant multiple Lot combination parcel existing at the time of this Agreement (excepting those multiple Lot combination parcels provided for in Sections 5 and 6) or created subsequently thereto the Lot standards set for in Table 2 below shall apply.

Table 2: Multiple Lot Combination Parcels Standards and Maximum Dwelling Unit Sizes

Highland Lot Size (SF) (2)	Maximum Dwelling Unit Size (Heated SF) (1)	Maximum Lot Coverage (7)	Lot Depth in Feet	Lot Width in Feet (3) (4)	Minimum Setbacks (Feet) (5) (6)			Maximum Height in Stories/Feet
					Front Yard	Side yard	Rear Yard	
<6,000	4,500	50%	90	40	15	7	10	2.5/35
6,000-7,999		50%	90	50	20	7	15	2.5/40
8,000-13,999		40%	100	75	25	15	20	2.5/40

112

CAW

000-19,999	5,500	33%	100	100	30	20	30	2.5/40
20,000-29,999	6,500	33%	100	100	30	20	30	2.5/40
30,000-39,999	7,500	33%	100	100	30	20	30	2.5/40
40,000-49,000	8,500	33%	100	100	30	20	30	2.5/40
>50,000*	10,000	33%	100	100	30	20	30	2.5/40
Beachfront	12,000	33%	100	100	30	20	30	2.5/45

*Note: Except Beachfront.

Notes for Table 2:

1. Maximum Dwelling Unit size is heated square footage.
2. Highland Lot area (square feet) must be confirmed by a registered surveyor prior to issuing a permit for Dwelling Unit and/or Lot standards.
3. For Lots on cul-de-sacs or similar circumstances, the minimum width shall apply at the front yard setback line. Cul-de-sac Lots shall have a minimum width of 25 feet at the street line.
4. The minimum width of any flag Lot may be reduced to 20 feet along the "pole" position of said Lot, provided that the minimum width specified in the table is provided at the front building setback line
5. A minimum of 15 feet must be provided between structures and along the street side yard of a corner Lot.
6. The minimum setback requirements shall be increased to 30 feet from any Lot parcel boundary, which abuts a golf course, lagoon, or marsh.
7. Lot coverage is defined as the total percentage of surface area covered by buildings, all structures that in whole or in part rise 3 feet or higher above grade, impervious and pervious driveways and walkways, and other paved areas; divided by total highland Lot area.

4. Requests for Dwelling Unit Size Increases

Property owners may request from the Town and ARB an increase in Dwelling Unit size by going through the special exception process of the Town as provided for in Section 12A-506 of the Code of Ordinances of the Town, and any process required by the ARB provided the following are considered:

- i. The parcel size shall be 10,000 square feet or larger;
- ii. The following standards may apply, on a case-by-case basis:
 - a. Increased side setbacks: The range for increased side setbacks shall be from 25 percent to 50 percent larger than the required setback;
 - b. Roof height within fifty (50) feet of any side yard Lot line shall be limited to a maximum of 1.5 habitable floors; and
 - c. Up to 25% heated SF size increase can be allowed to the applicable heated square foot numbers in Table 2. If the mass and roof line of the structure is divided into two or more components.




5. Grandfather Provision

The provisions of this Exhibit shall not apply to any vacant multiple Lot combination parcel existing on the effective date of the Ninth Amendment to the Initial Agreement provided a building permit for residential construction is obtained within 180 days from the effective date of the Ninth Amendment to the Initial Agreement.

6. Exception

Notwithstanding the foregoing, the standards of this Exhibit shall not apply to any vacant multiple Lot combination parcel within the Undeveloped Lands that is comprised of Lots that have never been sold to Type A Members, but only if none of the Lots Adjacent to the vacant multiple Lot combination parcel that have been sold to Type A Members has a house constructed on it and none has proposed construction plans that have been submitted to the ARB for review.

GREEN MEADOW LANE

-  Buildable Area
-  Limited Buildable Area
-  15' Driveway Location To Be Scaled Off Drawing

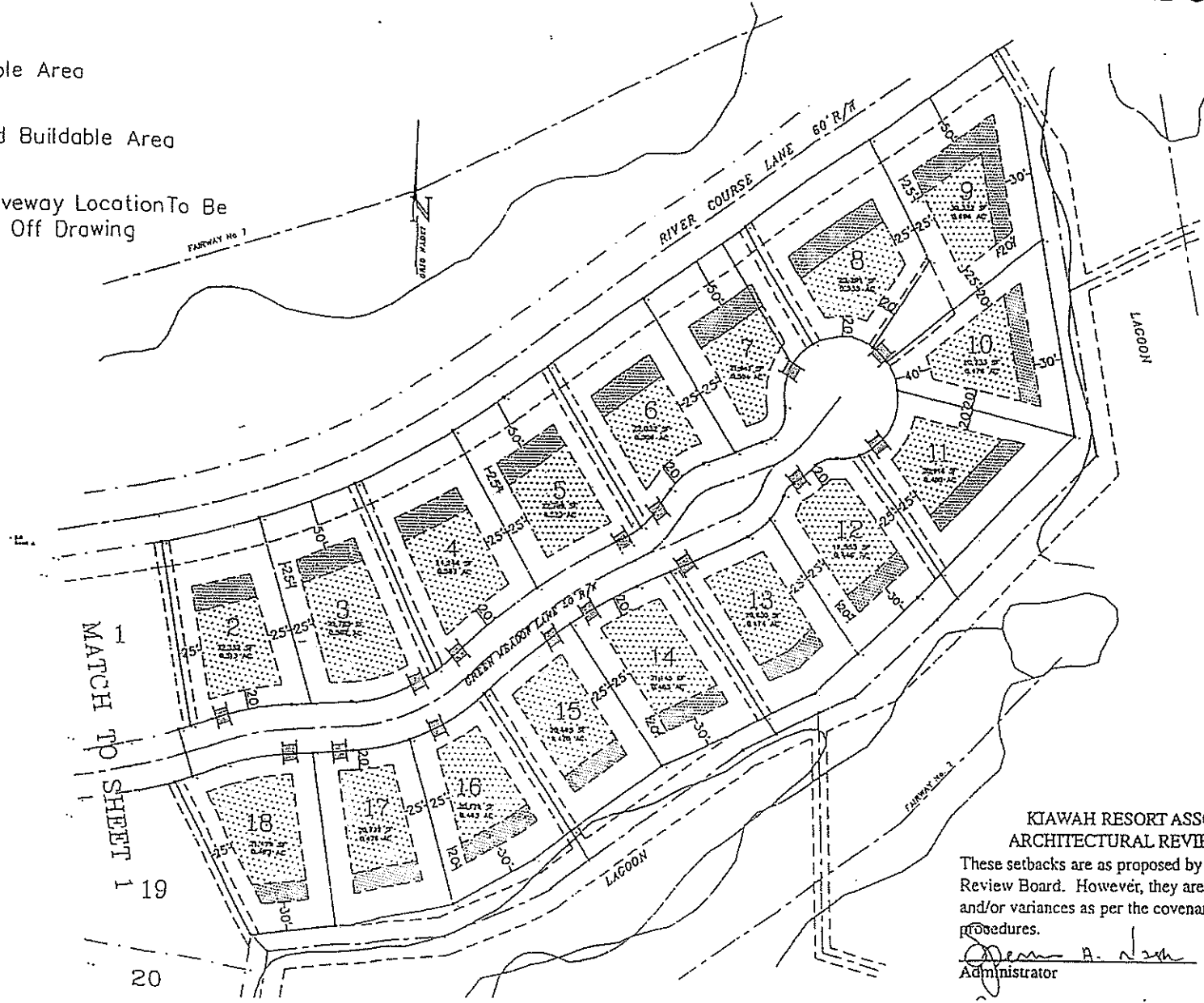
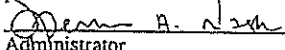





Exhibit 1

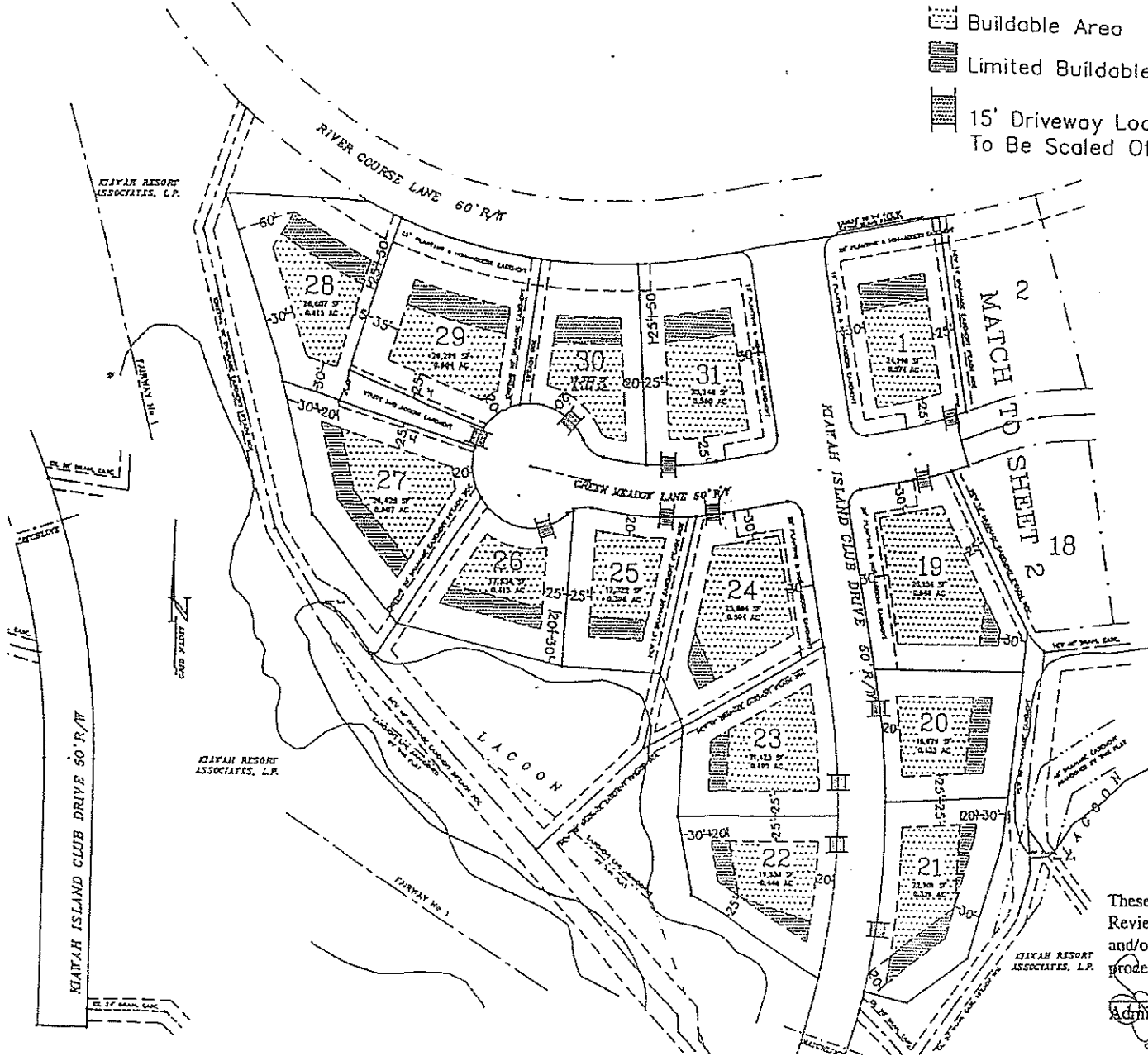
**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

 Administrator 8-13-97 Date

GREEN MEADOW LANE

-  Buildable Area
-  Limited Buildable Area
-  15' Driveway Location To Be Scaled Off Drawing



KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

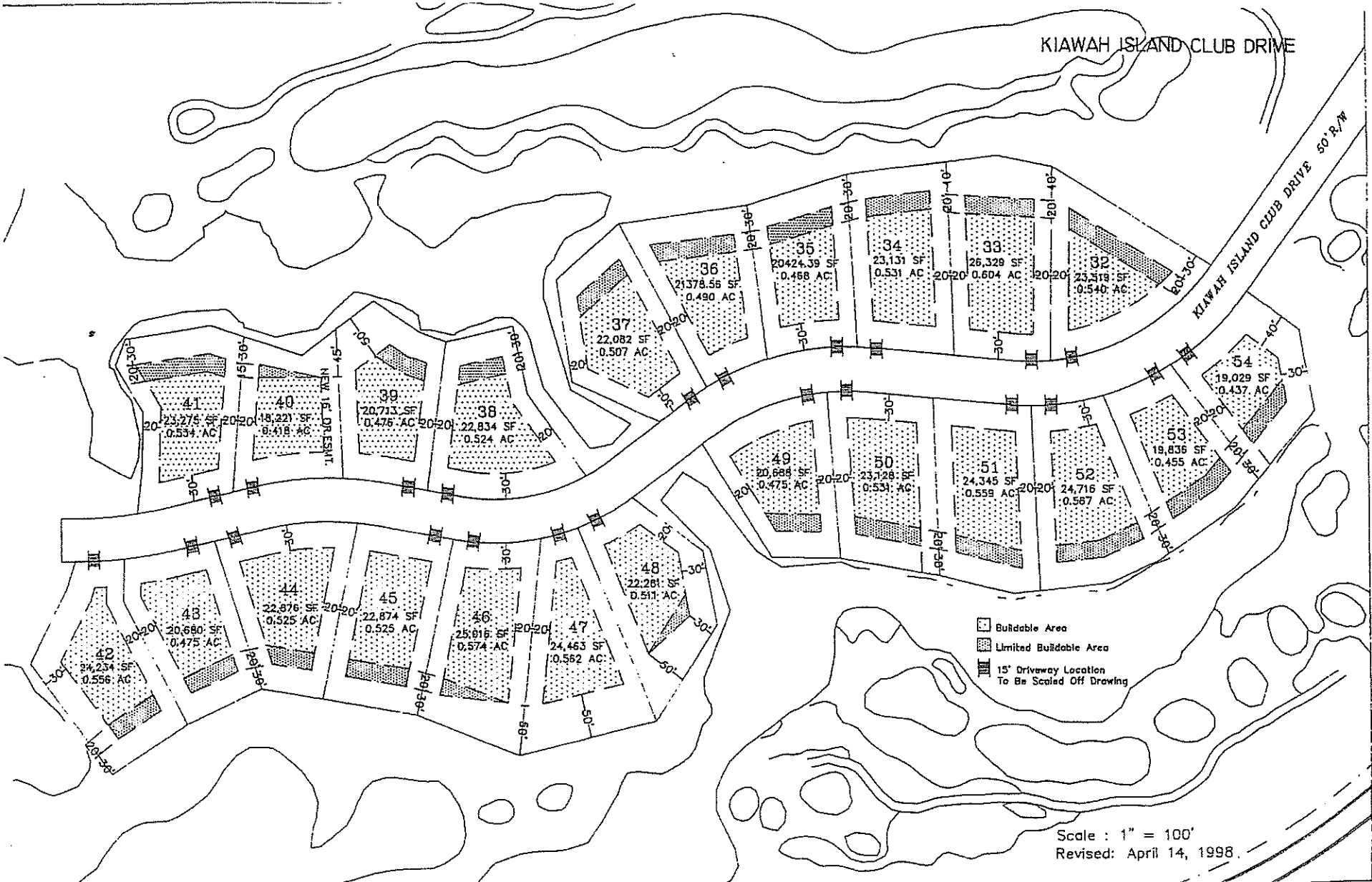
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

William A. Nash
Administrator

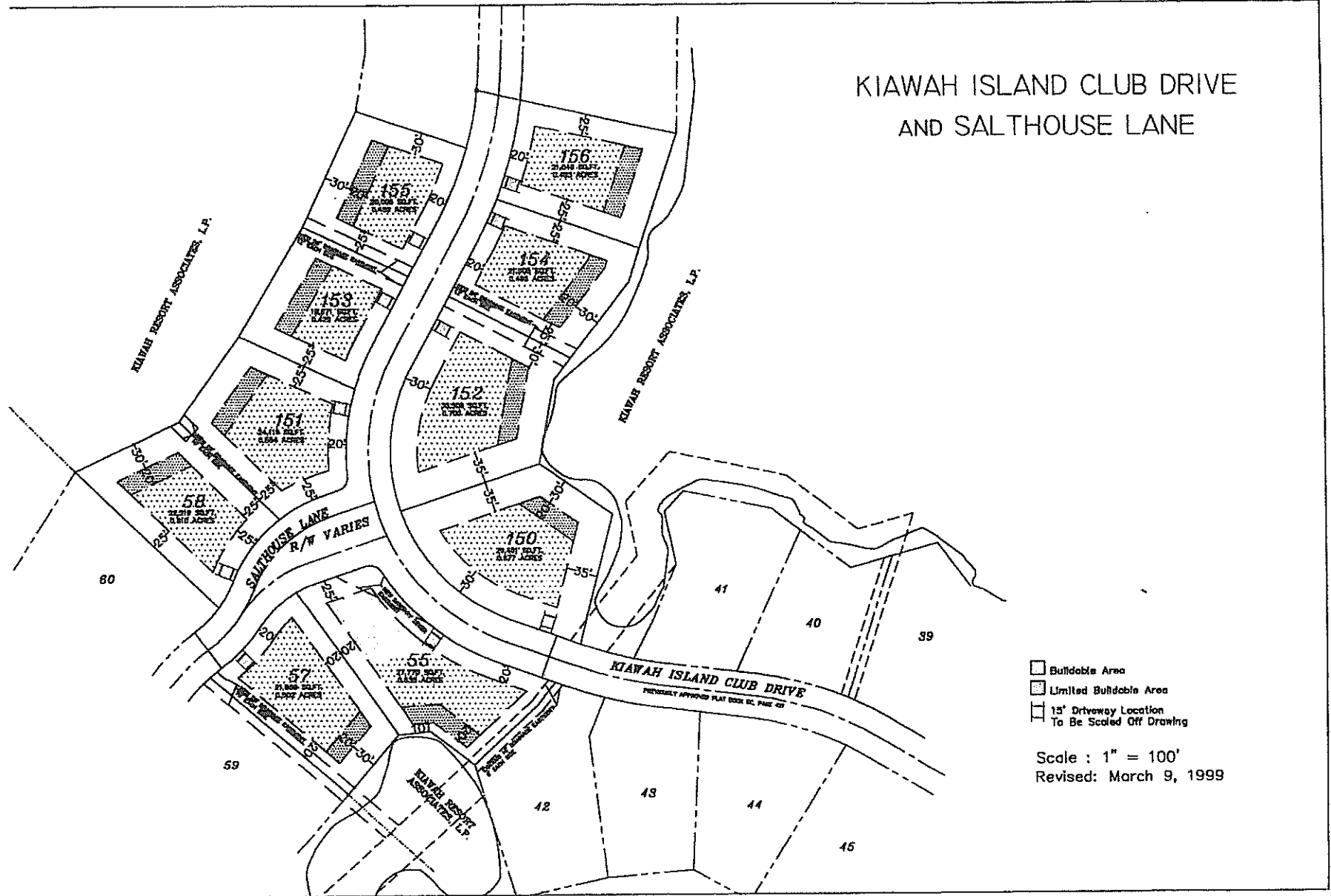
8-13-97
Date




SCALE: 1" = 100'

KIAWAH ISLAND CLUB DRIVE



KIAWAH ISLAND CLUB DRIVE AND SALTHOUSE LANE

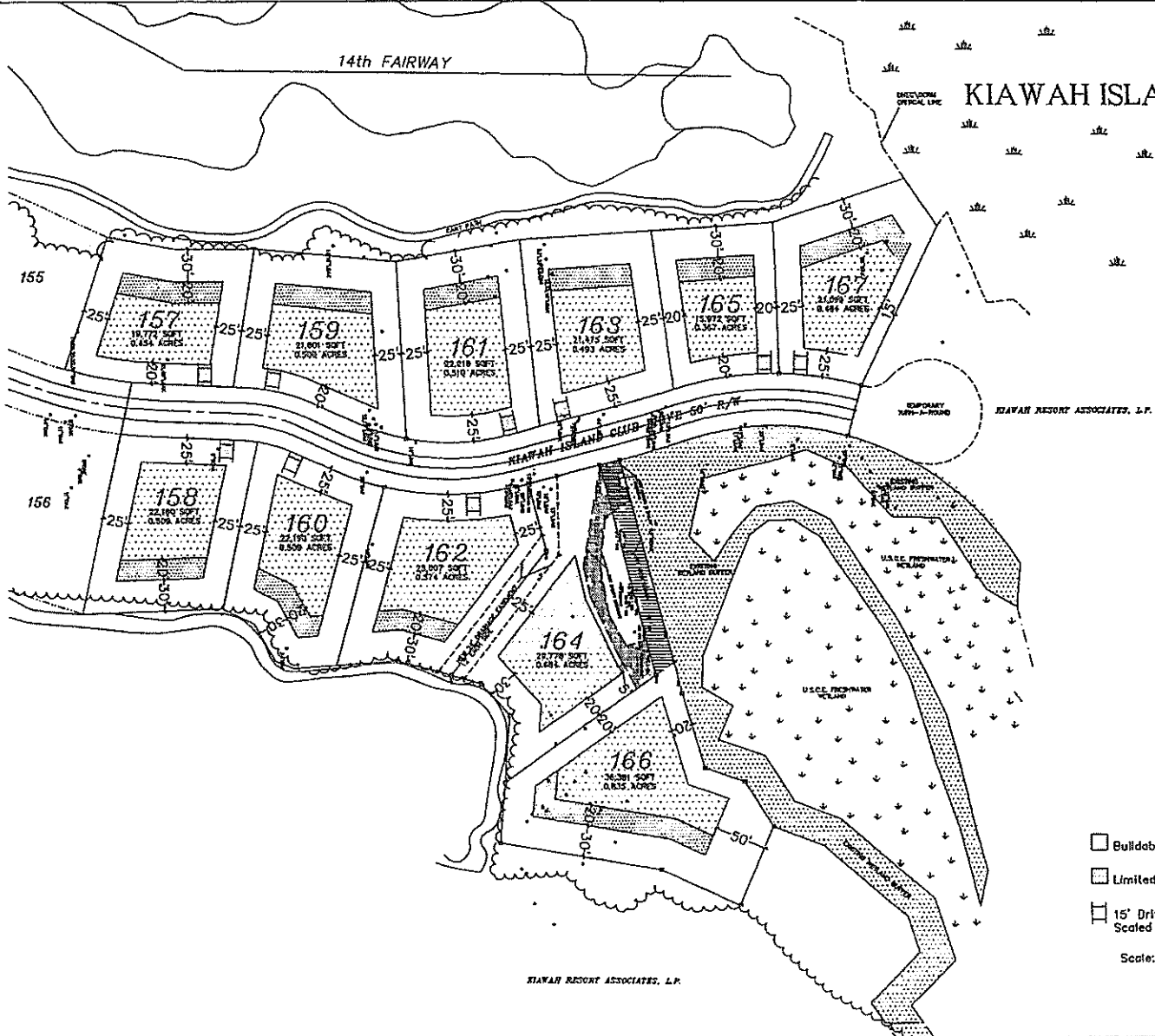


-  Buildable Area
-  Limited Buildable Area
-  15' Driveway Location
To Be Scaled Off Drawing

Scale : 1" = 100'
Revised: March 9, 1999

14th FAIRWAY

KIAWAH ISLAND CLUB DRIVE

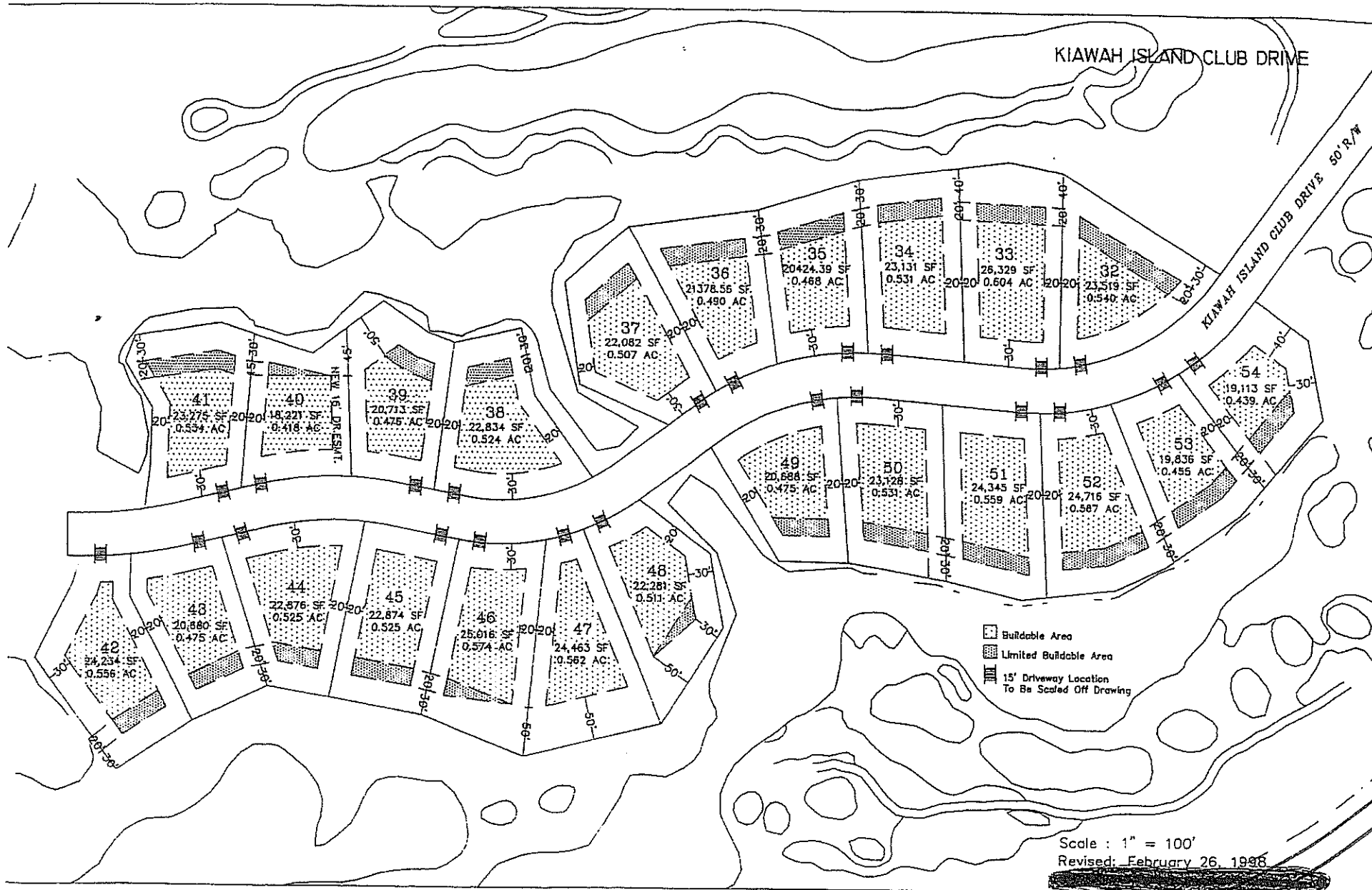


- Buildable Area
 - ▨ Limited Buildable Area
 - ⊠ 15' Driveway Location To Be Scaled Off Drawing
- Scale: 1"=100'

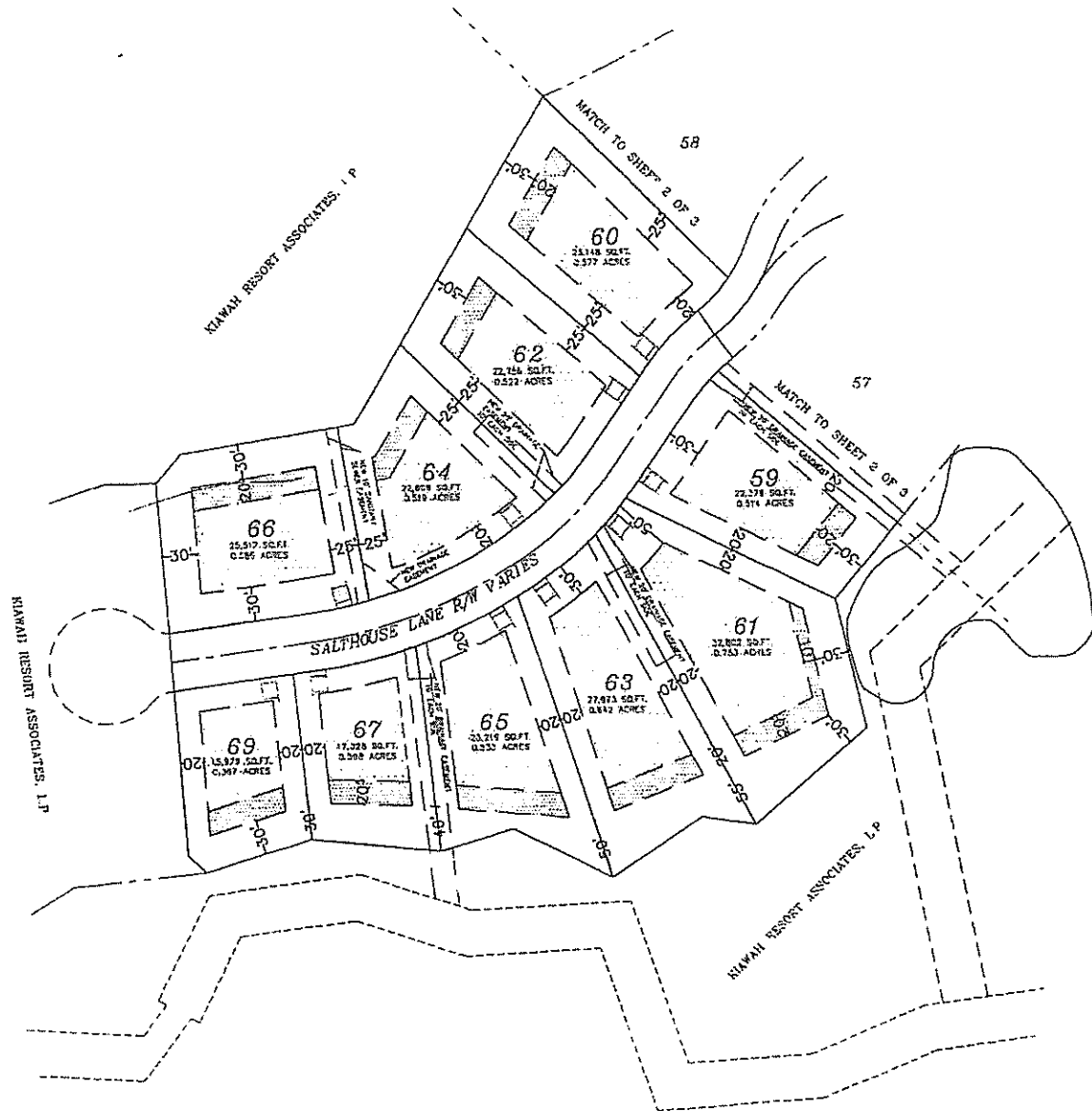
KIAWAH RESORT ASSOCIATES, L.P.

KIAWAH ISLAND CLUB DRIVE

KIAWAH ISLAND CLUB DRIVE 50' R/W



SALTHOUSE LANE

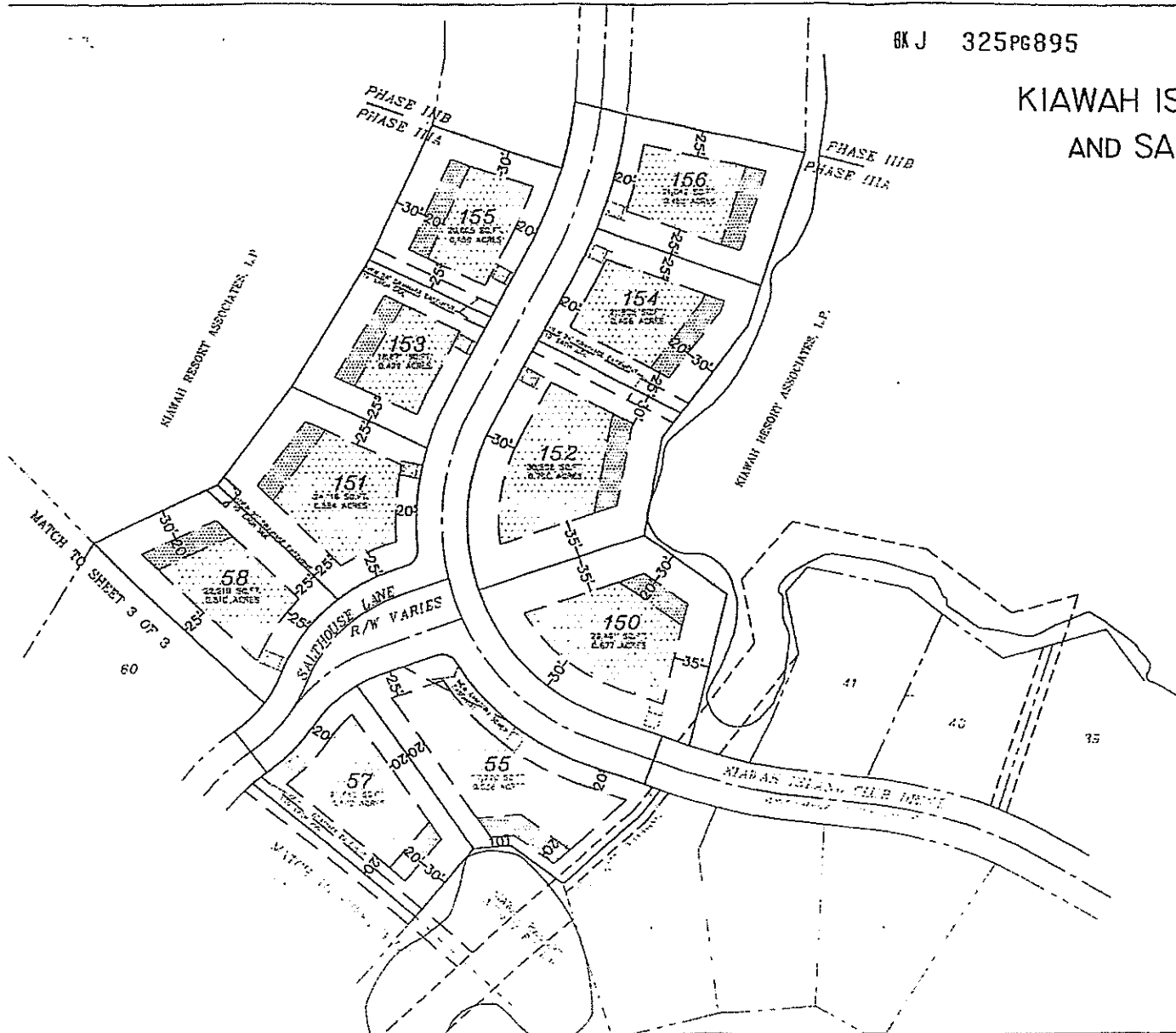


- Buildable Area
- Limited Buildable Area
- - - 15' Driveway Location To Be Scaled Off Drawing

Scale : 1" = 100'
 Revised: March 9, 1999

BK J 325PG895

KIAWAH ISLAND CLUB DRIVE AND SALTHOUSE LANE



- Buildable Area
- Limited Buildable Area

15' Driveway Location
To Be Scaled Off Drawing

Scale : 1" = 100'
Revised: March 9, 1999

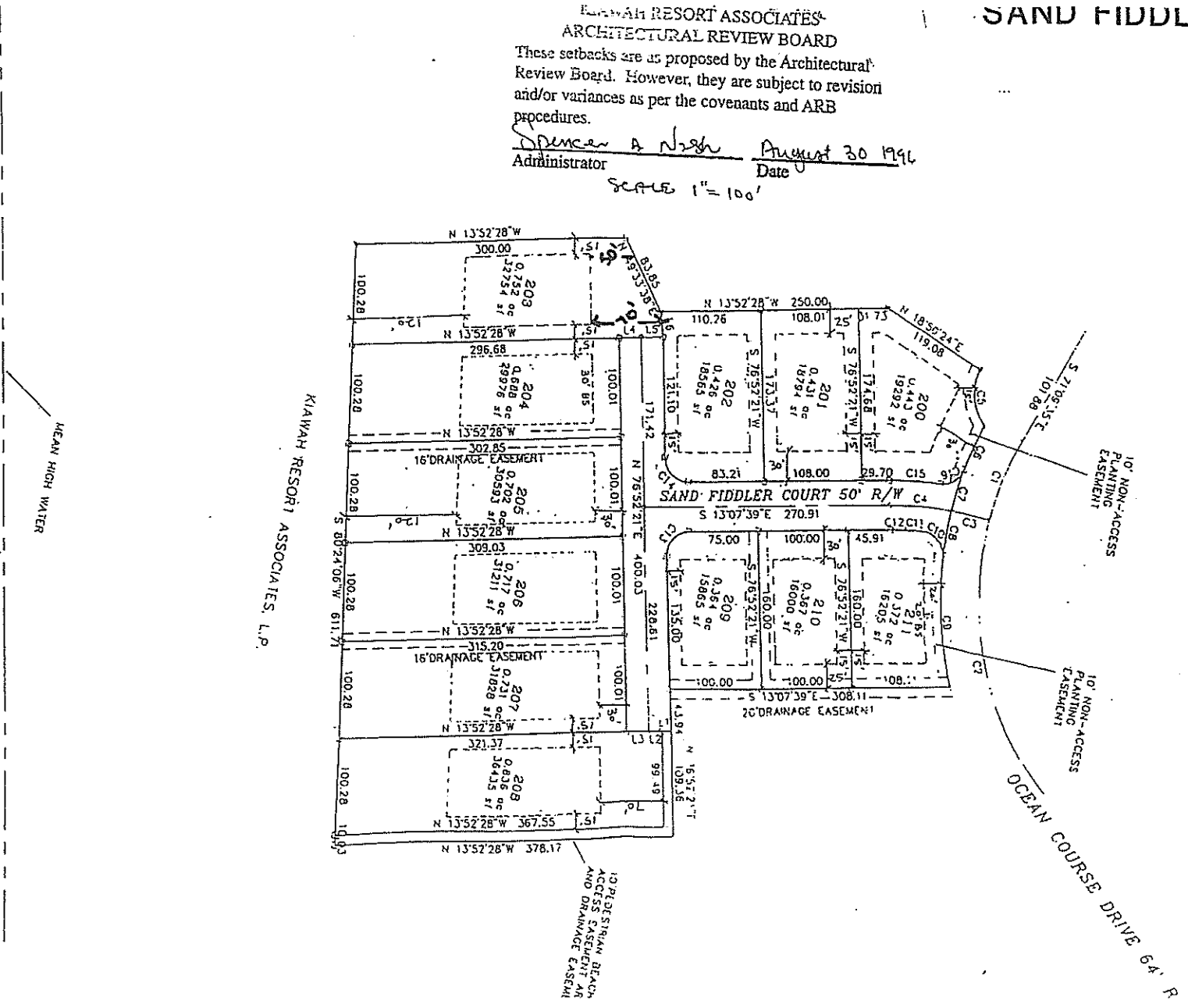
SAND FIDDLER COURT

KIAWAH RESORT ASSOCIATES' ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash August 30 1996
 Administrator Date

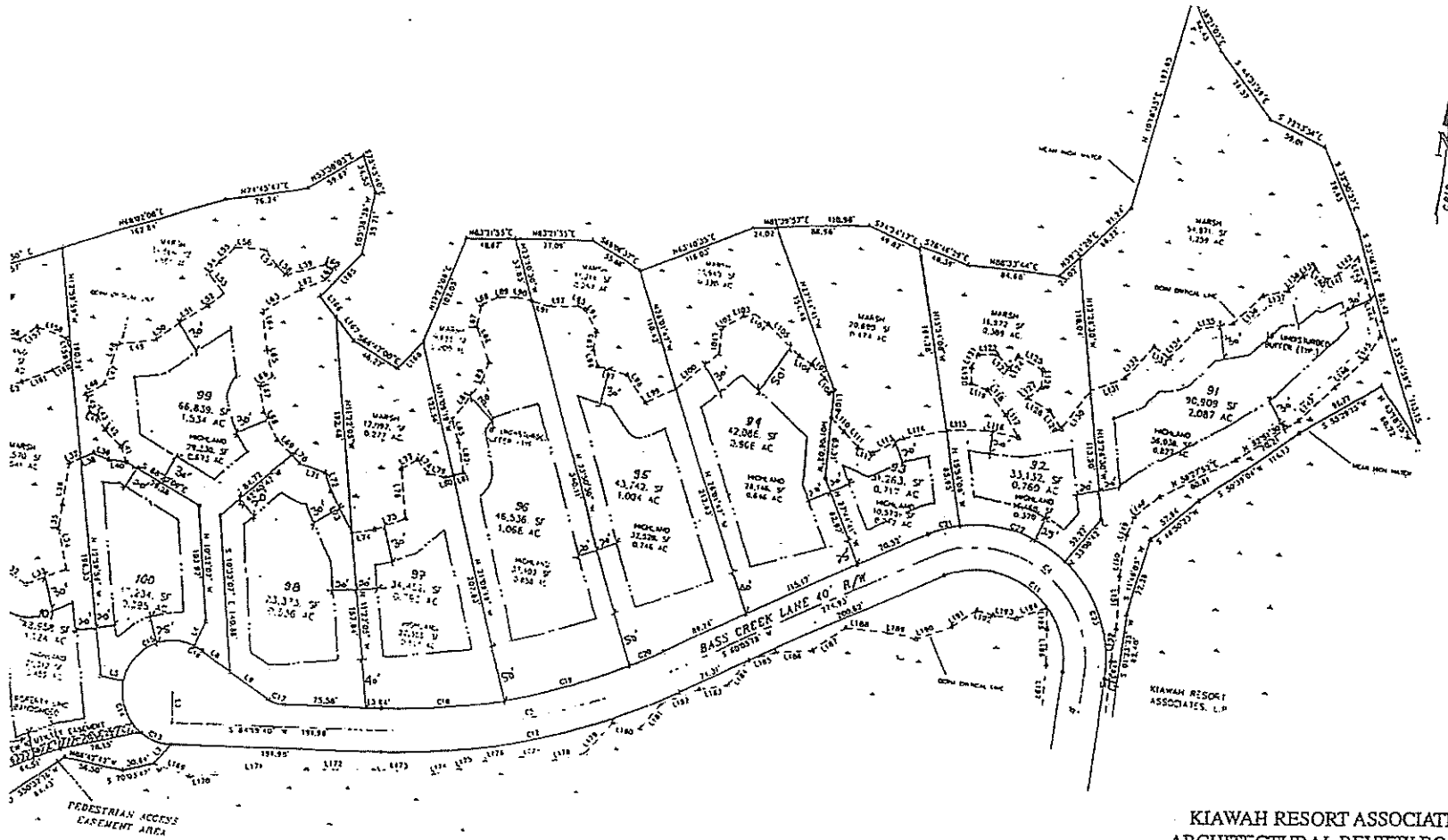
SCALE 1" = 100'



KIAWAH RESORT ASSOCIATES, L.P.

10' PLANTING BED-ON ACCESS EASEMENT AND DRAINAGE EASEMENT

BASS CREEK LANE




KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.


James A. Nash April 20th 1997
 Administrator Date

BLUE HERON POND ROAD

 BUILDABLE AREA

 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots J, 4 and 18 will have a 20' wide driveway access that can penetrate the Preservation Zone.

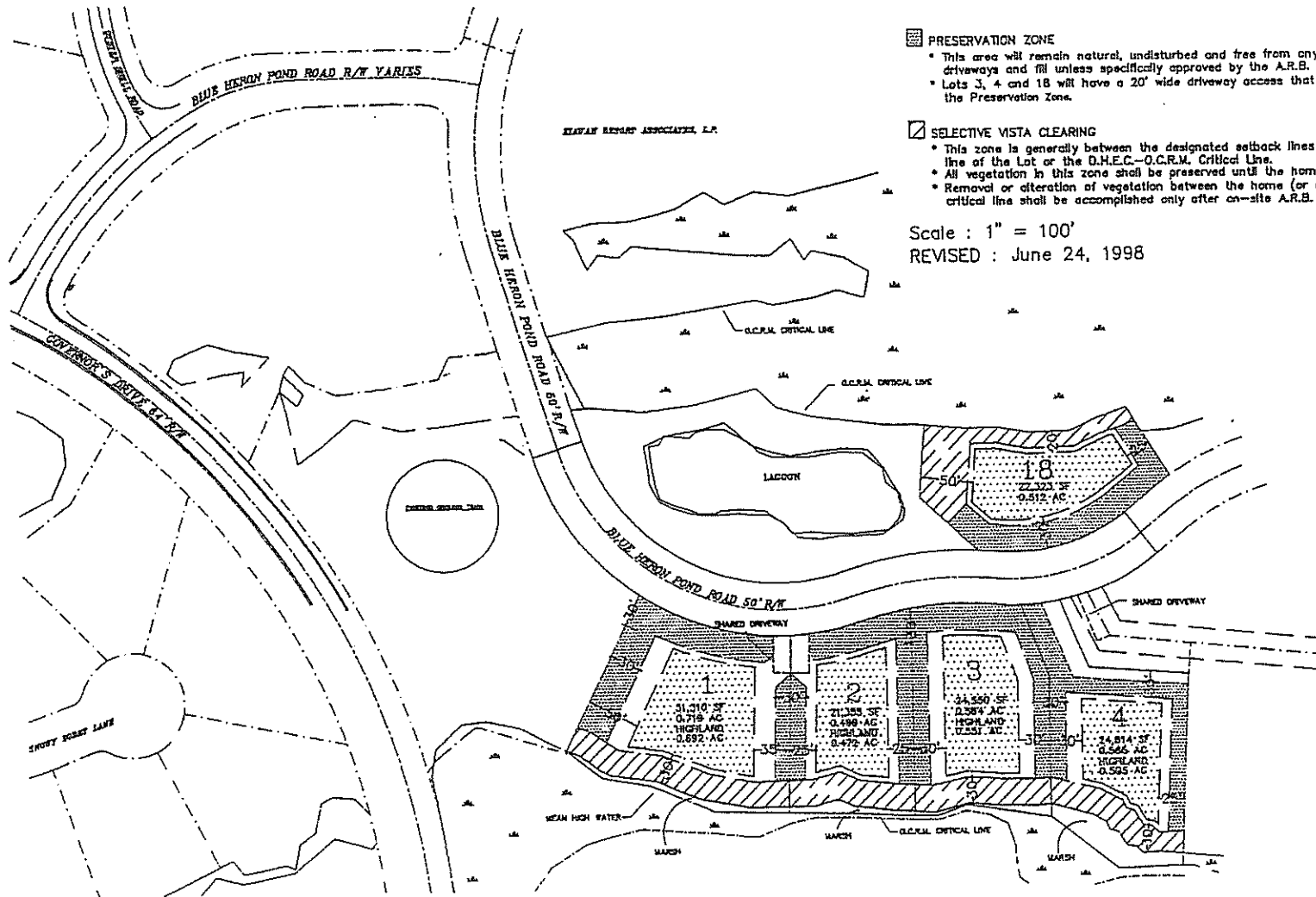
 SELECTIVE VISTA CLEARING

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.


Scale : 1" = 100'

REVISED : June 24, 1998

KAVAN RESURF ASSOCIATES, L.P.




BLUE HERON POND ROAD

 BURDABLE AREA

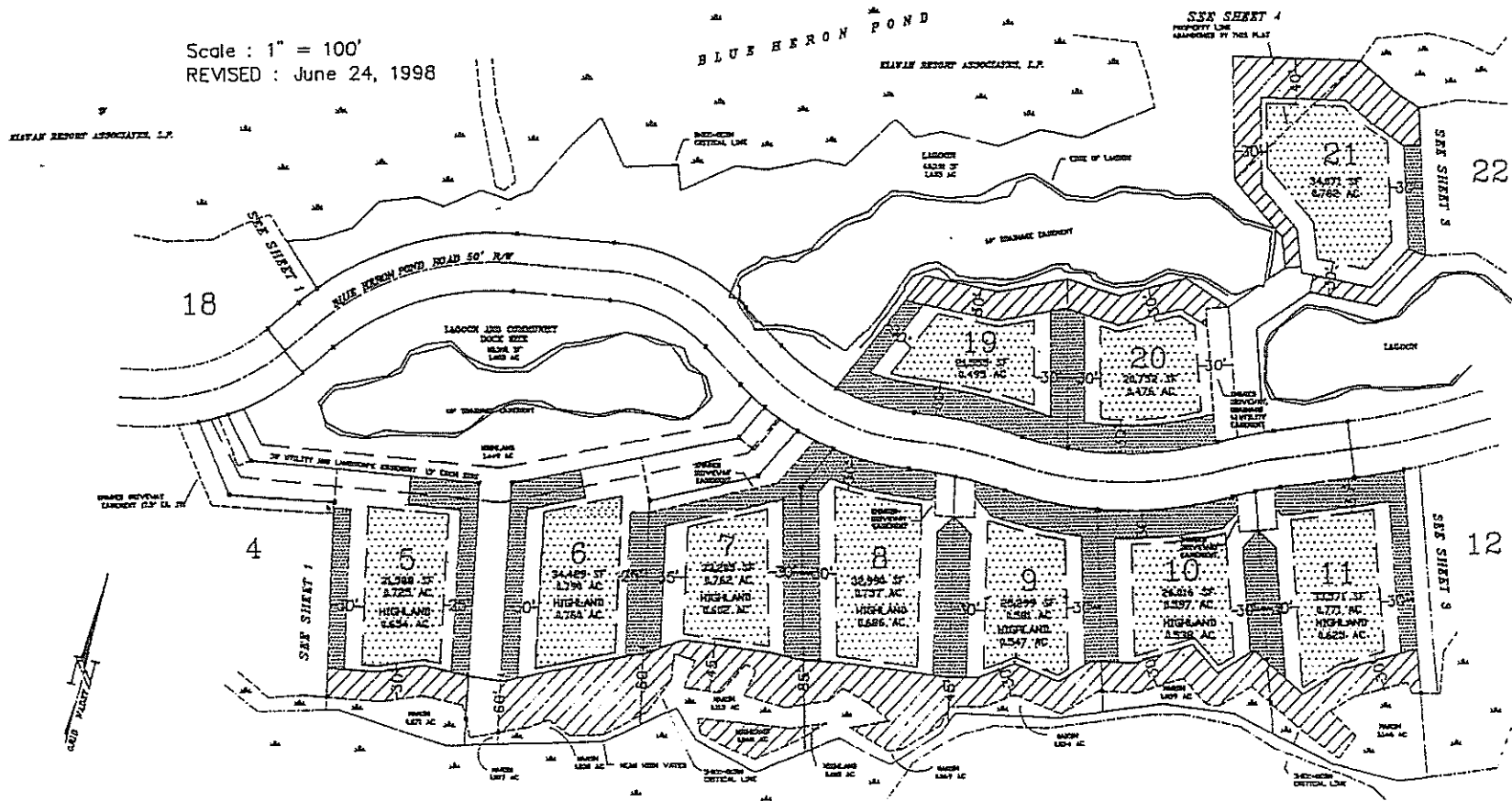
 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 7 and 19 will have a 20' wide driveway access that can penetrate the Preservation Zone.

 SELECTIVE VISTA CLEARING


- This zone is generally between the designated setback lines and either the property line of the Lot or the O.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
REVISED : June 24, 1998




BLUE HERON POND ROAD

 BUILDABLE AREA

 PRESERVATION ZONE

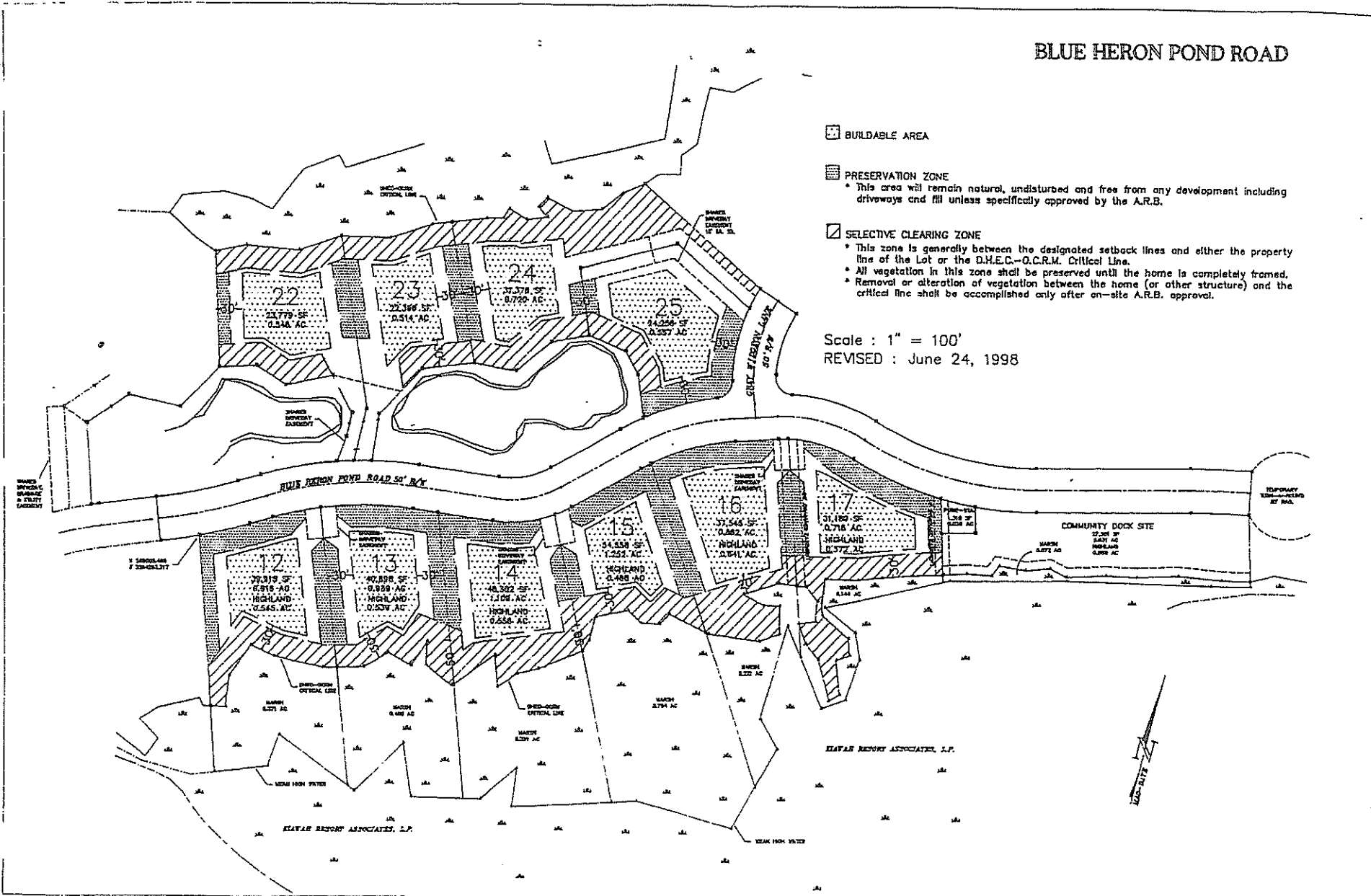
This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

 SELECTIVE CLEARING ZONE

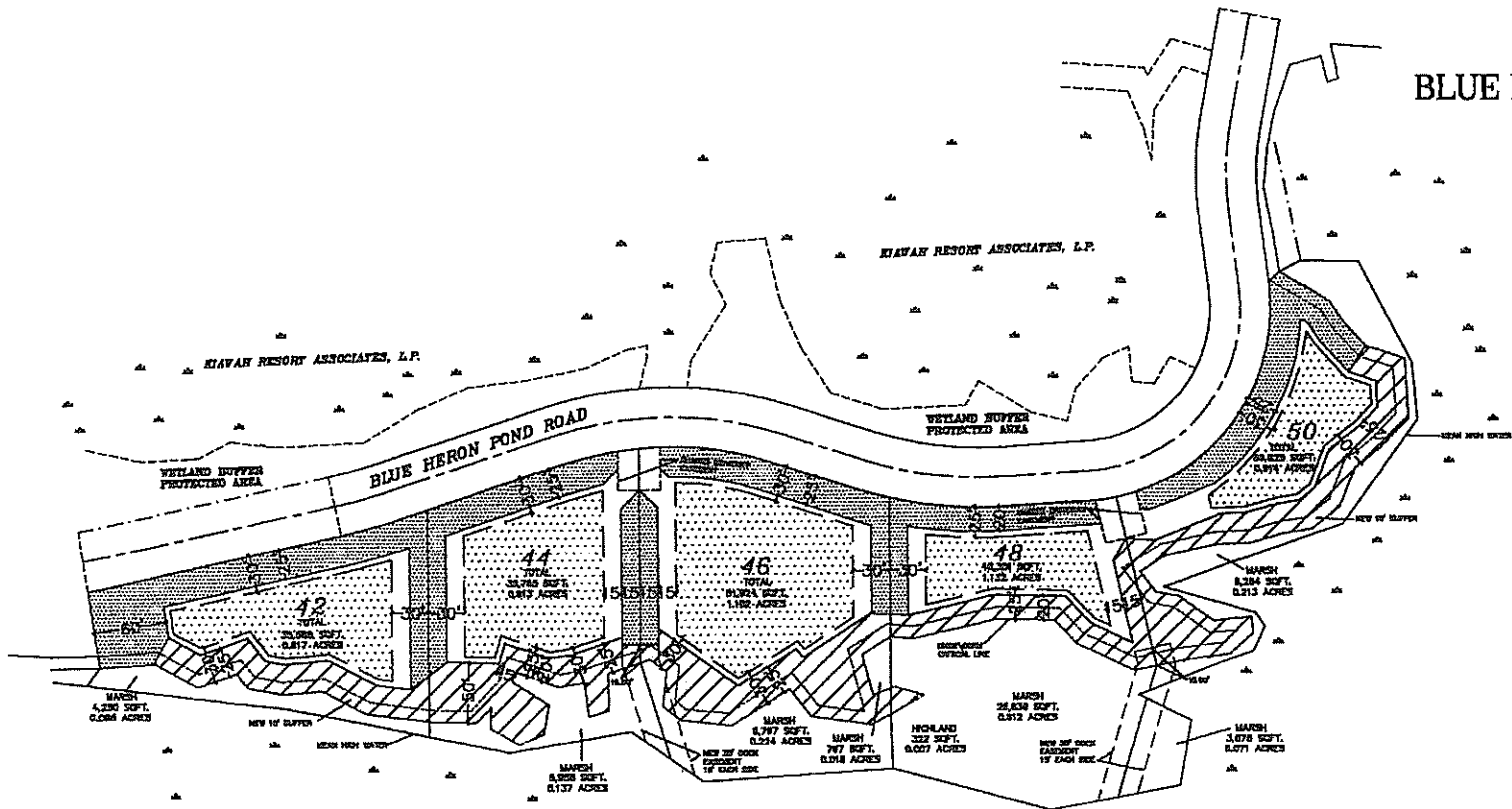
This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 All vegetation in this zone shall be preserved until the home is completely framed.
 Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'


REVISED : June 24, 1998




BLUE HERON POND ROAD



 BUILDABLE AREA

 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lot 42 will have a 20' wide driveway access that can penetrate the Preservation Zone.

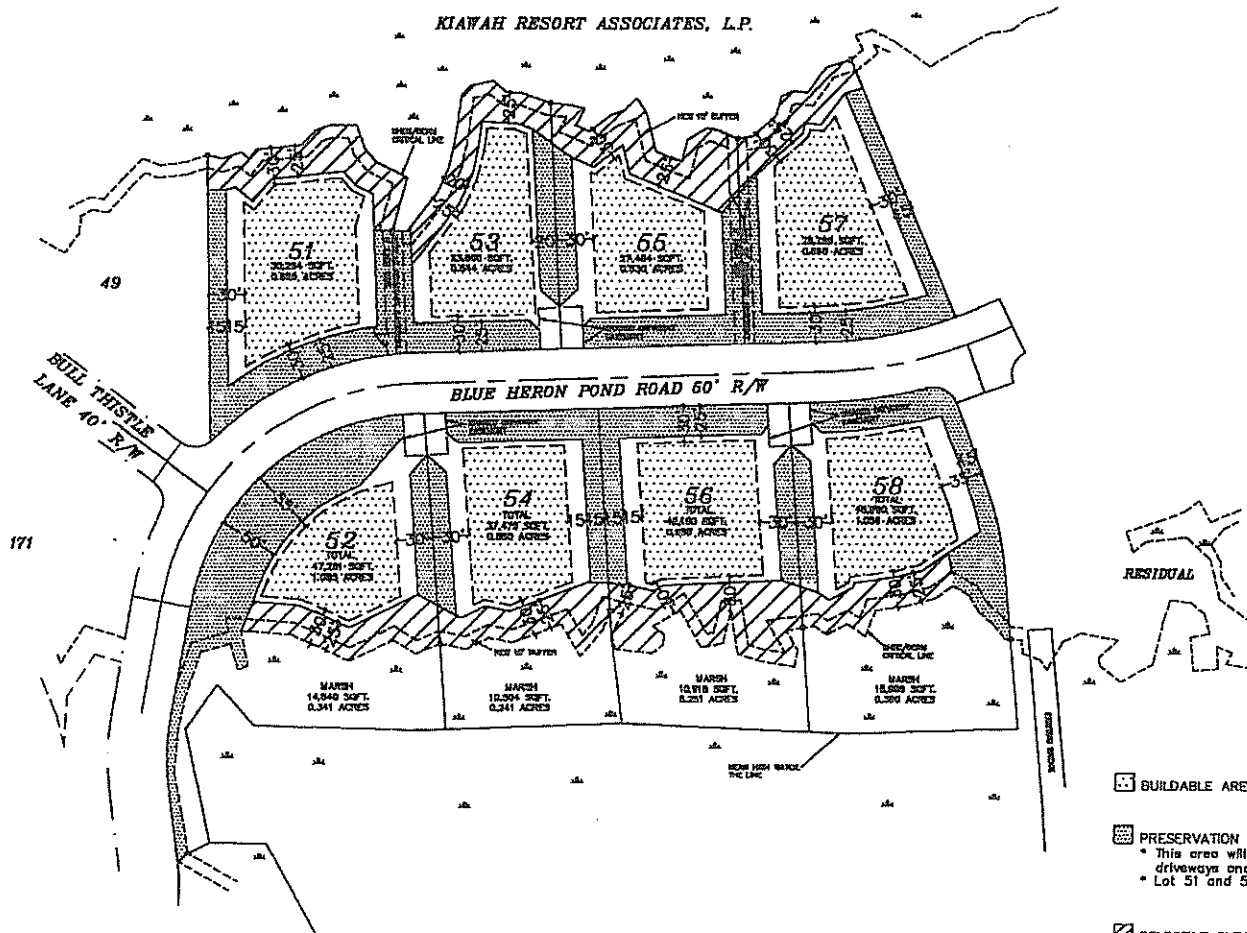
 SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : April 3, 2000

BLUE HERON POND ROAD

KIAWAH RESORT ASSOCIATES, L.P.



BUILDABLE AREA

PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lot 51 and 57 will have a 20' wide driveway access that can penetrate the Preservation Zone.

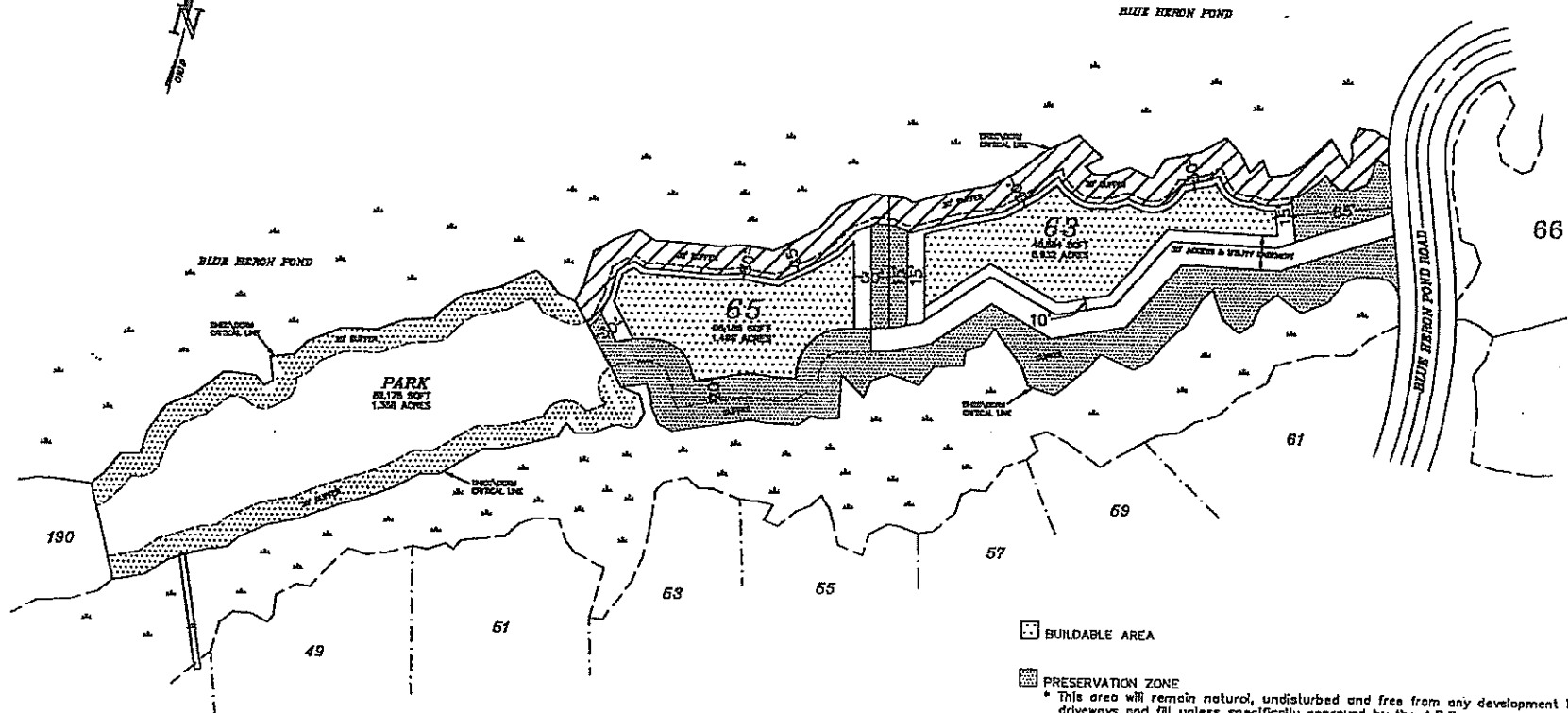
SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 15, 2000

Exhibit "B"

BLUE HERON POND ROAD



 BUILDBLE AREA

 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lot 55 will have a 20' wide driveway access that can penetrate the Selective Clearing Zone and the Preservation Zone.

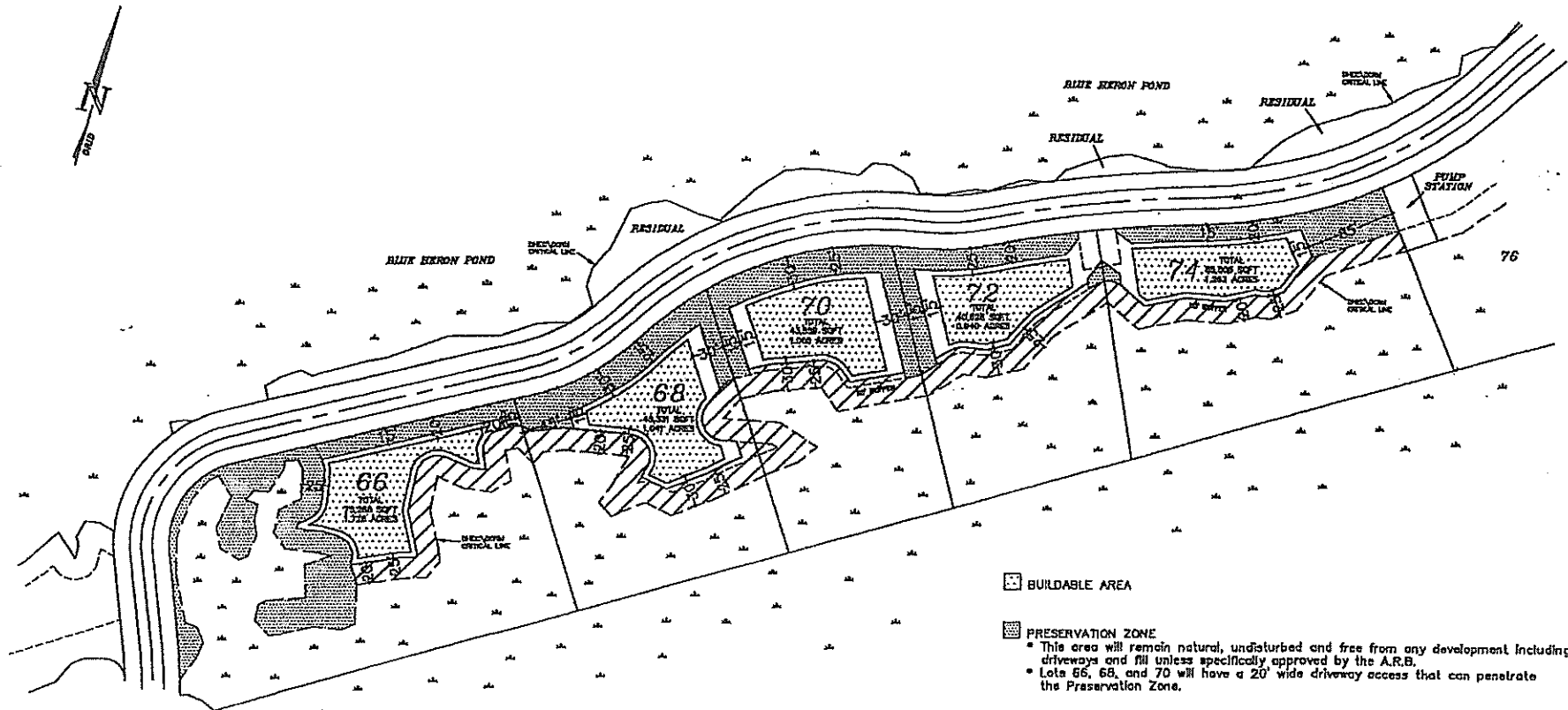
 SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.N.E.C.—O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.


Scale : 1" = 100'

REVISED : March 20, 2002


BLUE HERON POND ROAD



 BUILDABLE AREA

 PRESERVATION ZONE

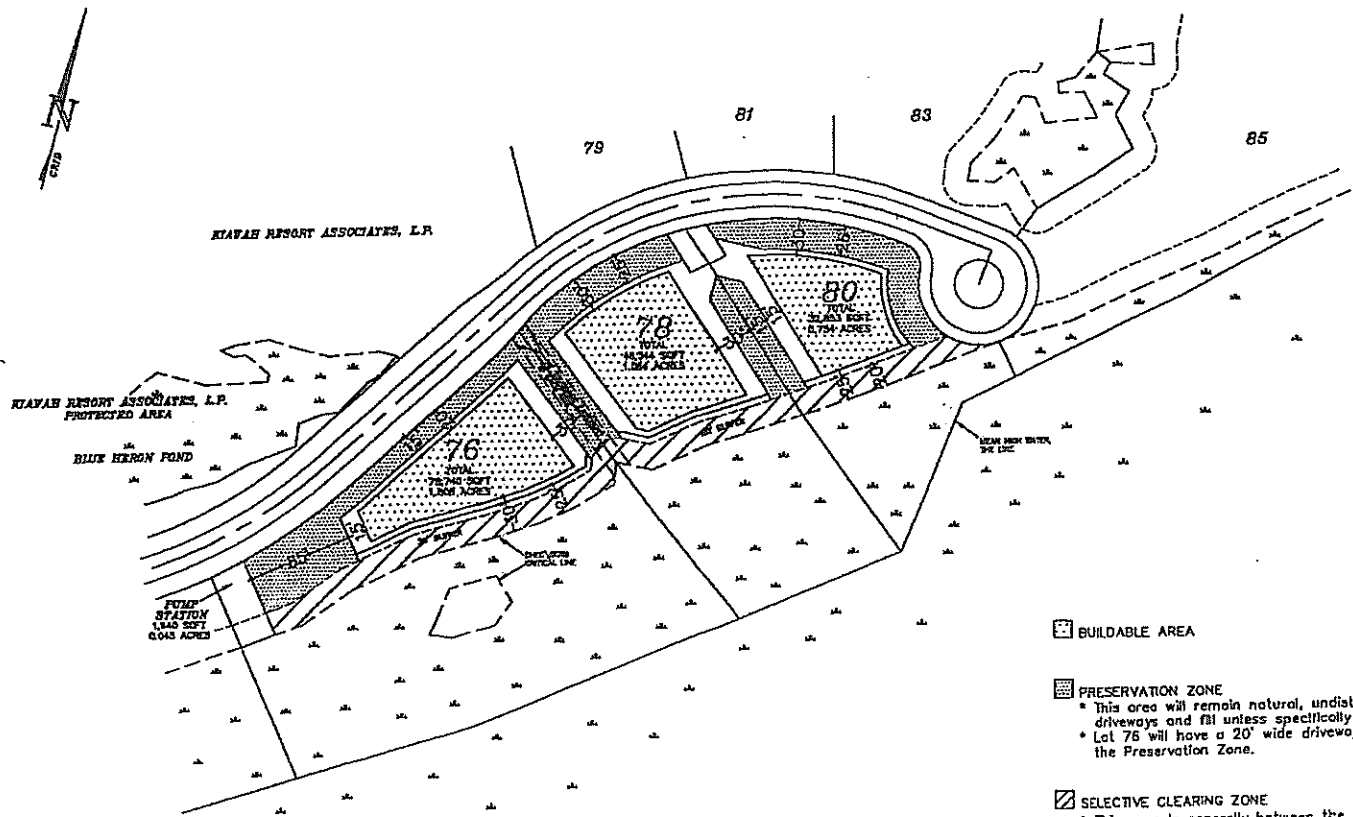
- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 66, 68, and 70 will have a 20' wide driveway access that can penetrate the Preservation Zone.

 SELECTIVE CLEARING ZONE


- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 20, 2002


BLUE HERON POND ROAD



 BUILDABLE AREA

 PRESERVATION ZONE

- * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- * Lot 76 will have a 20' wide driveway access that can penetrate the Preservation Zone.

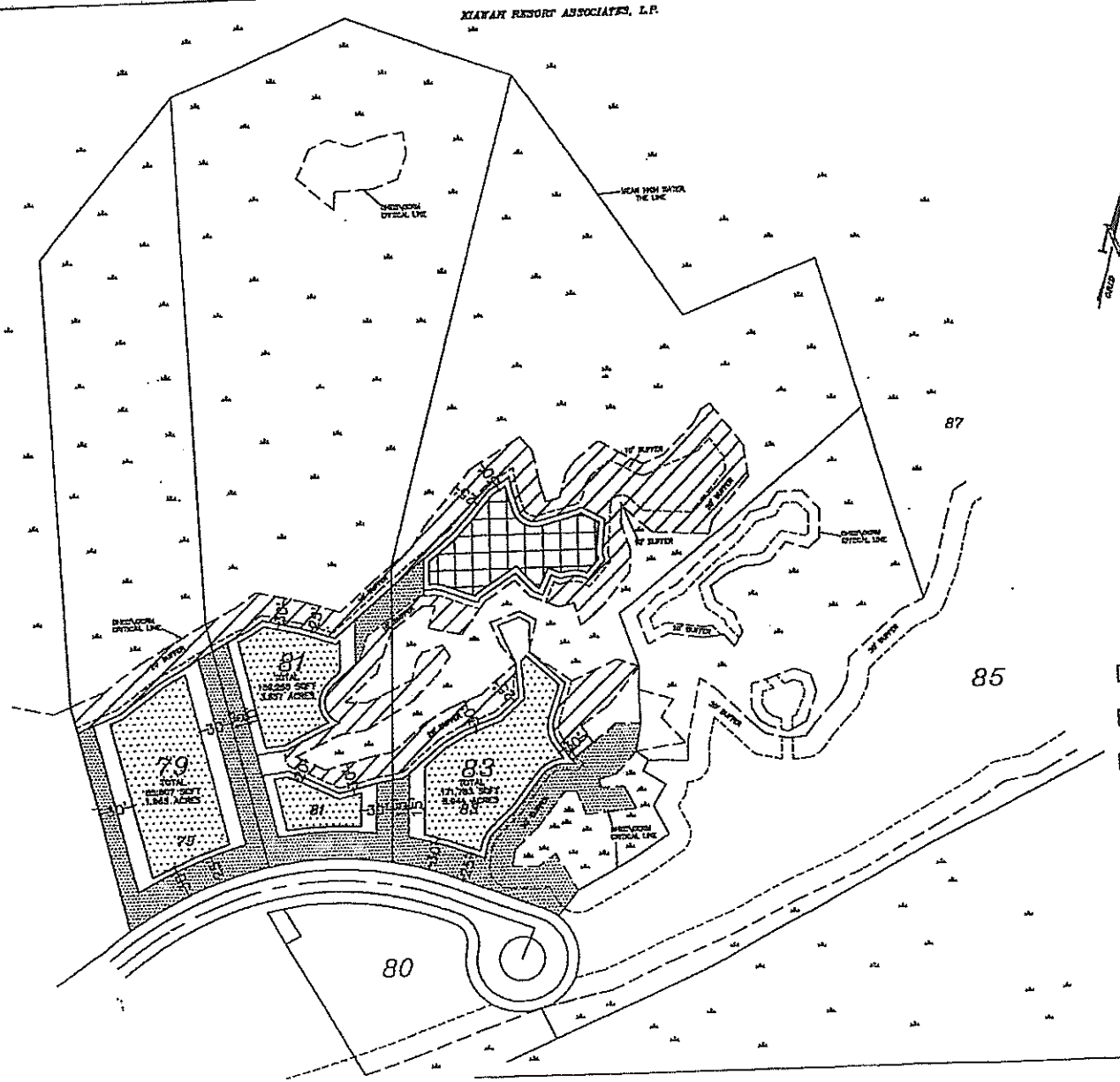
 SELECTIVE CLEARING ZONE





- * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- * All vegetation in this zone shall be preserved until the home is completely framed.
- * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 20, 2002

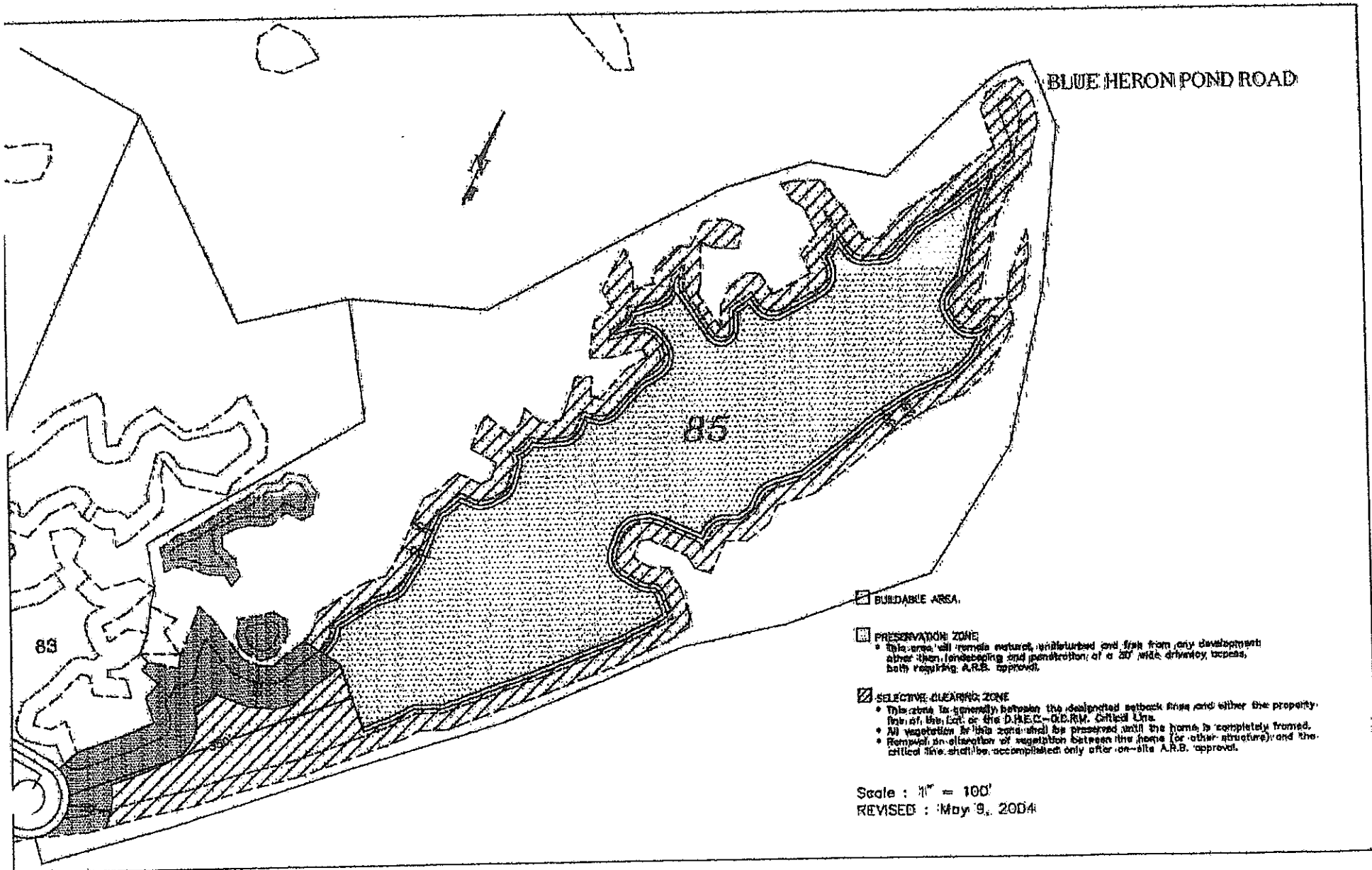
KIYAWAH RESORT ASSOCIATES, L.P.

BLUE HERON POND ROAD

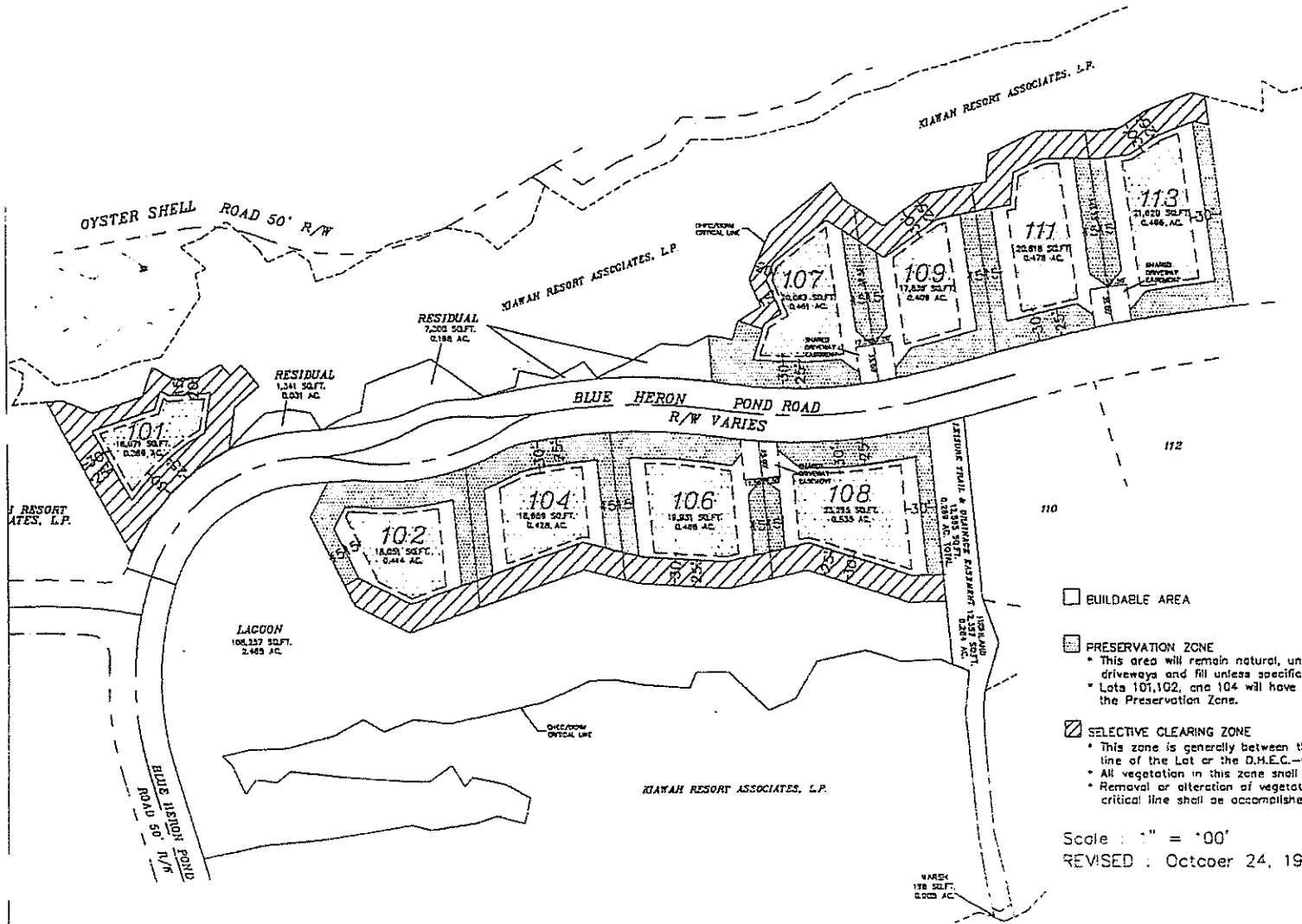


-  BUILDABLE AREA
-  LIMITED BUILDABLE AREA (Limiting to 2000 SF and a Maximum of 1 1/2 Stories)
-  PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 - Lots 79, 81, and 83 will have a 20' wide driveway access that can penetrate the Preservation Zone.
-  SELECTIVE CLEARING ZONE
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 29, 2002



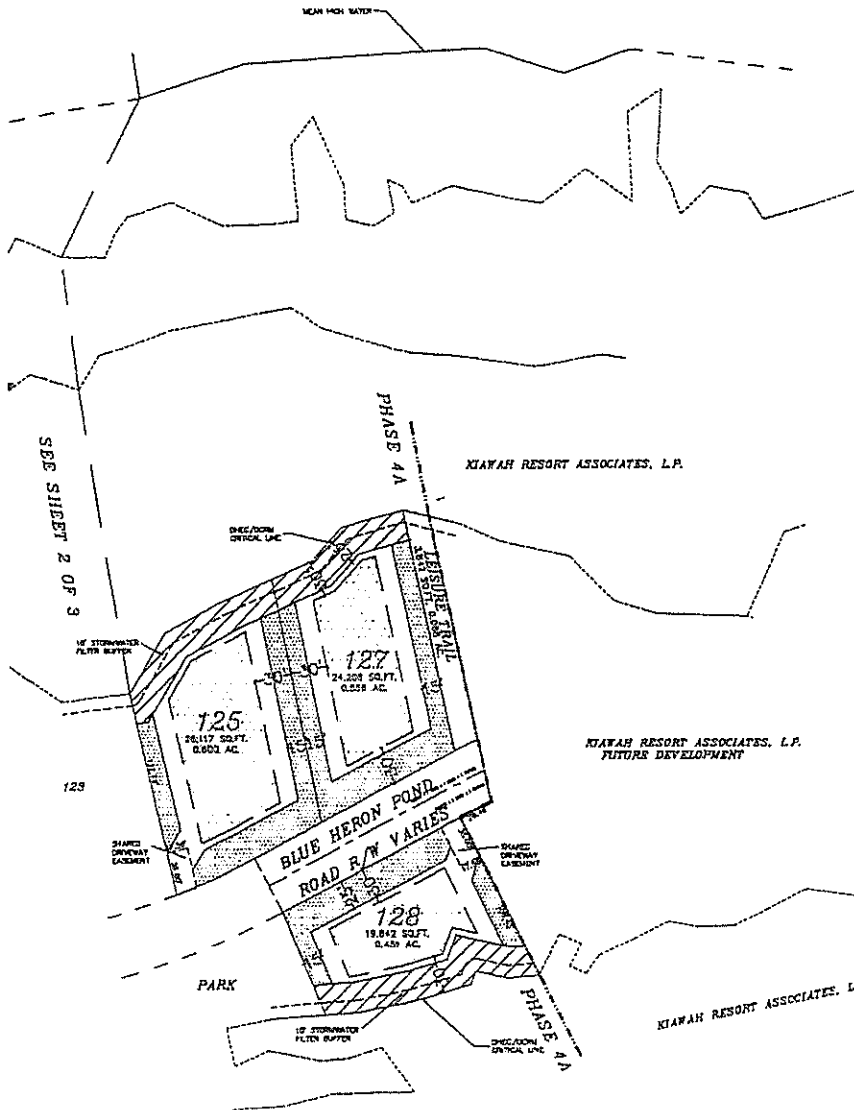
BLUE HERON POND ROAD



- BUILDABLE AREA
- PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 - Lots 101, 102, and 104 will have a 20' wide driveway access that can penetrate the Preservation Zone.
- SELECTIVE CLEARING ZONE
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.M.E.C.-O.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : October 24, 1996

BLUE HERON POND ROAD



BUILDABLE AREA

PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lot 127 will have a 20' wide driveway access that can penetrate the Preservation Zone.

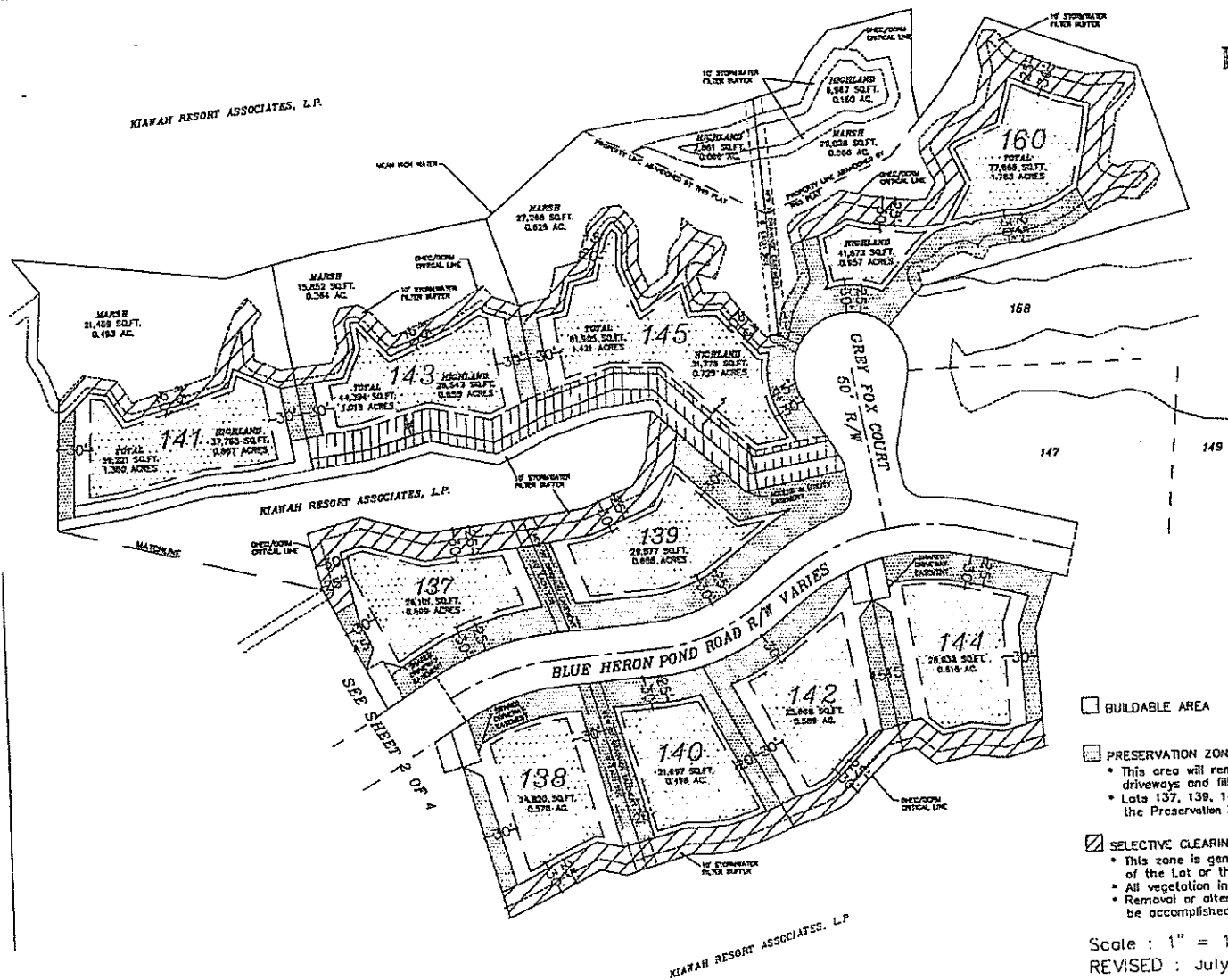
SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'

REVISED : October 24, 1998

BLUE HERON POND ROAD



BUILDABLE AREA

PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 137, 139, 140 and 160 will have a 20' wide driveway access that can penetrate the Preservation Zone.

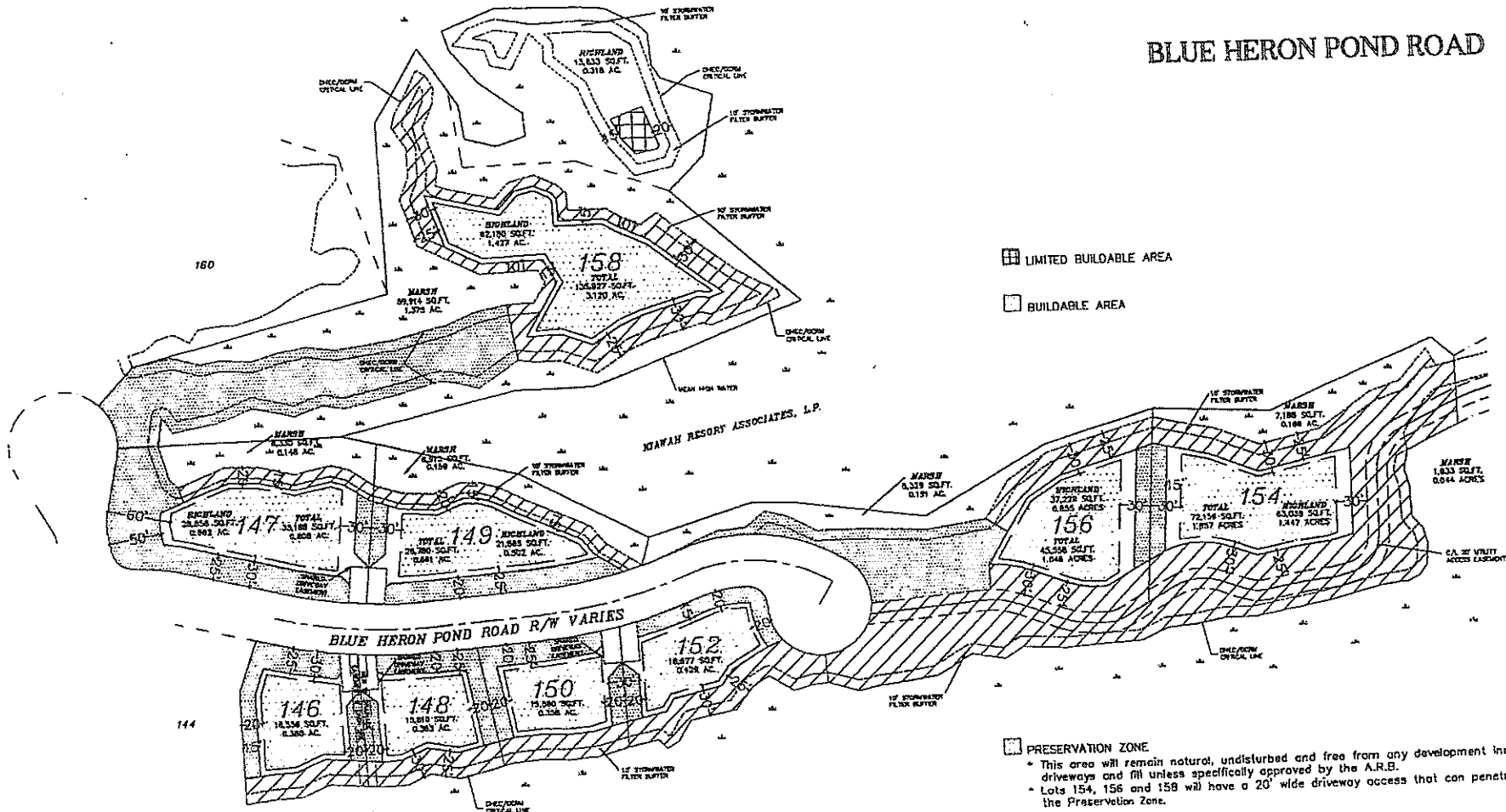
SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

Scale : 1" = 100'

REVISED : July 28, 1999

BLUE HERON POND ROAD



LIMITED BUILDABLE AREA
 BUILDABLE AREA

PRESERVATION ZONE

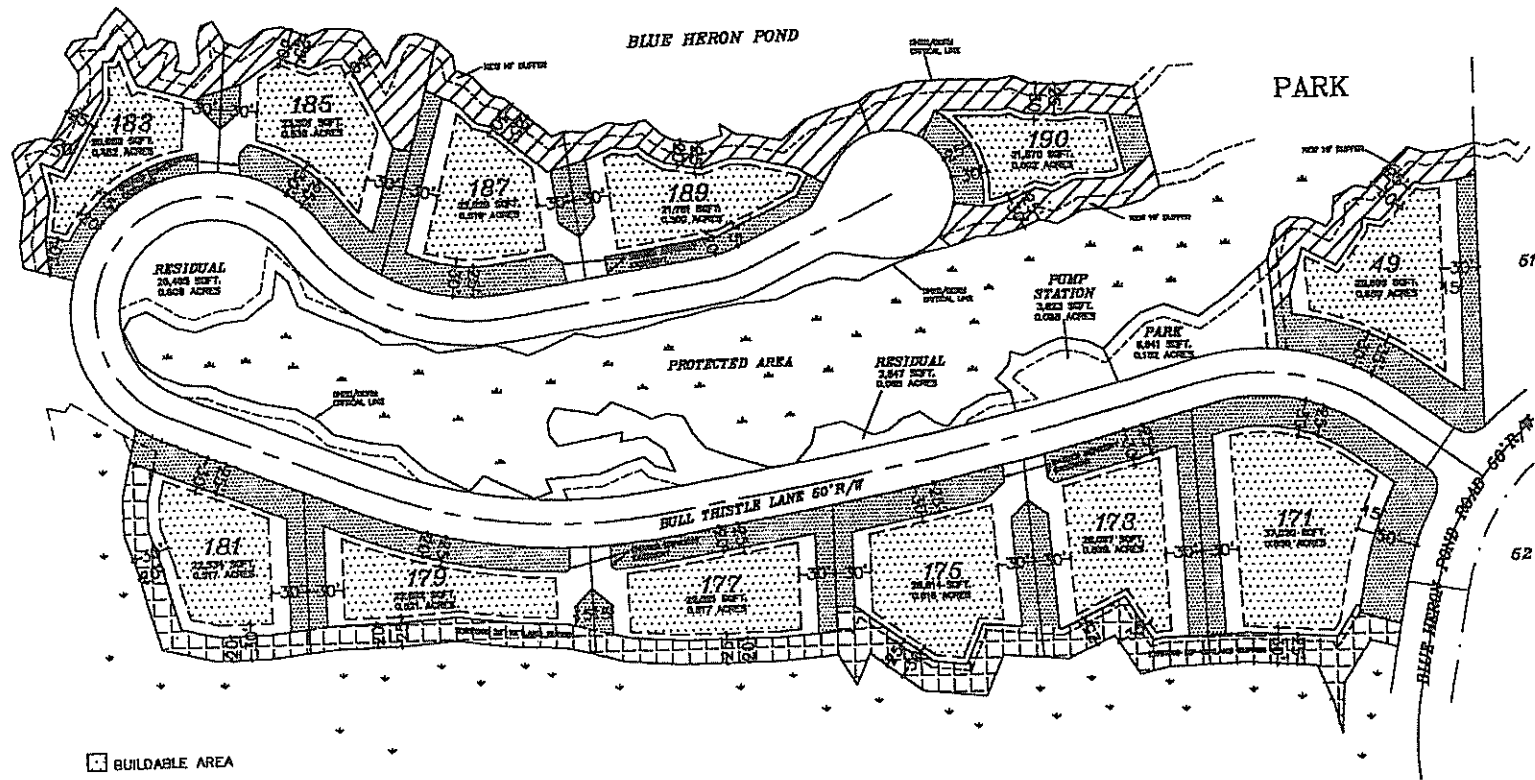
- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 154, 156 and 158 will have a 20' wide driveway access that can penetrate the Preservation Zone.

SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : July 28, 1999

BULL THISTLE LANE



BUILDABLE AREA

PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 49, 171, 181 and 190 will have a 20' wide driveway access that can penetrate the Preservation Zone.

SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.


RESTRICTIVE CLEARING ZONE

- In addition to the notations for the Selective Clearing Zone, this designated area is subject to a Declaration of Restrictive Covenants dated September 8, 1999, and recorded in Book J334, page 15, in the Charleston County R.M.C. Office (the "Declaration").
- Only limited pruning and thinning of certain shrubs and small trees will be allowed (with A.R.B. approval) to maintain views. Clear cutting of understory shrubs is prohibited.
- Reference must be made to the Declaration for specific details as to permitted and prohibited activities within the Restrictive Clearing Zone.


Scale : 1" = 100'
REVISED : April 5, 2000

CEDAR WAX WING COURT

 BUILDABLE AREA

 PRESERVATION ZONE

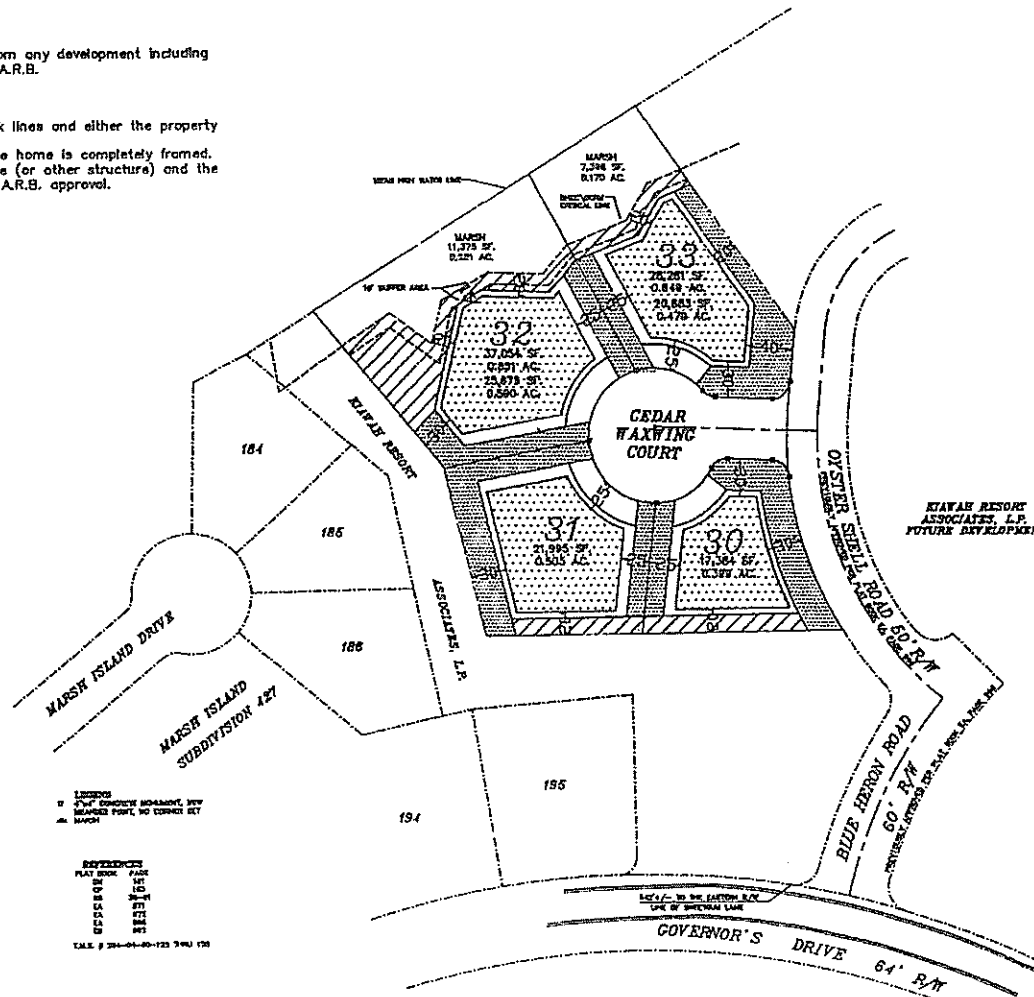
This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

 SELECTIVE VISTA CLEARING

This zone is generally between the designated setback lines and either the property line of the lot or the D.H.E.C.-O.C.R.M. Critical Line.
 All vegetation in this zone shall be preserved until the home is completely framed.
 Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

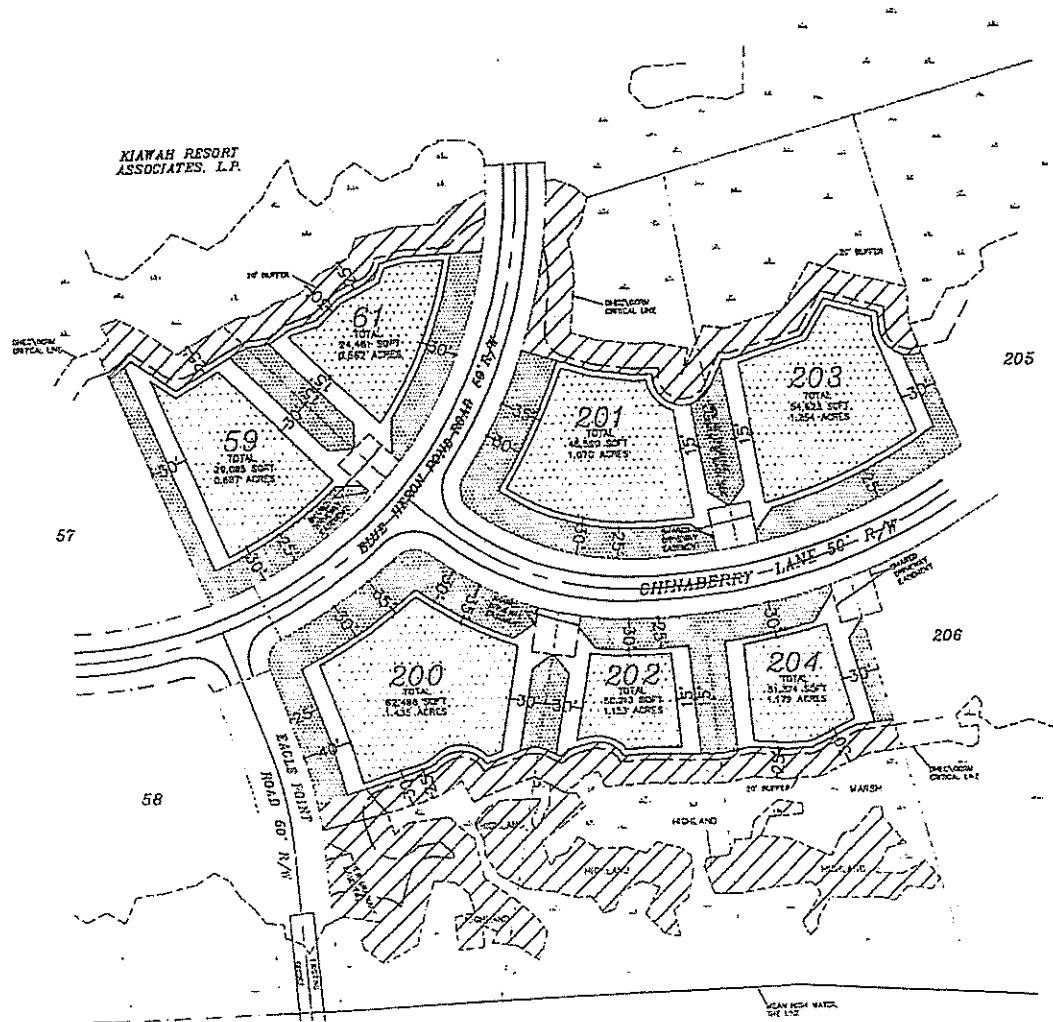
Scale : 1" = 100'

REVISED : June 24, 1998



KIYAW RESORT ASSOCIATES, L.P. FUTURE DEVELOPMENT

BLUE HERON POND ROAD
and CHINABERRY LANE



☐ BUILDABLE AREA

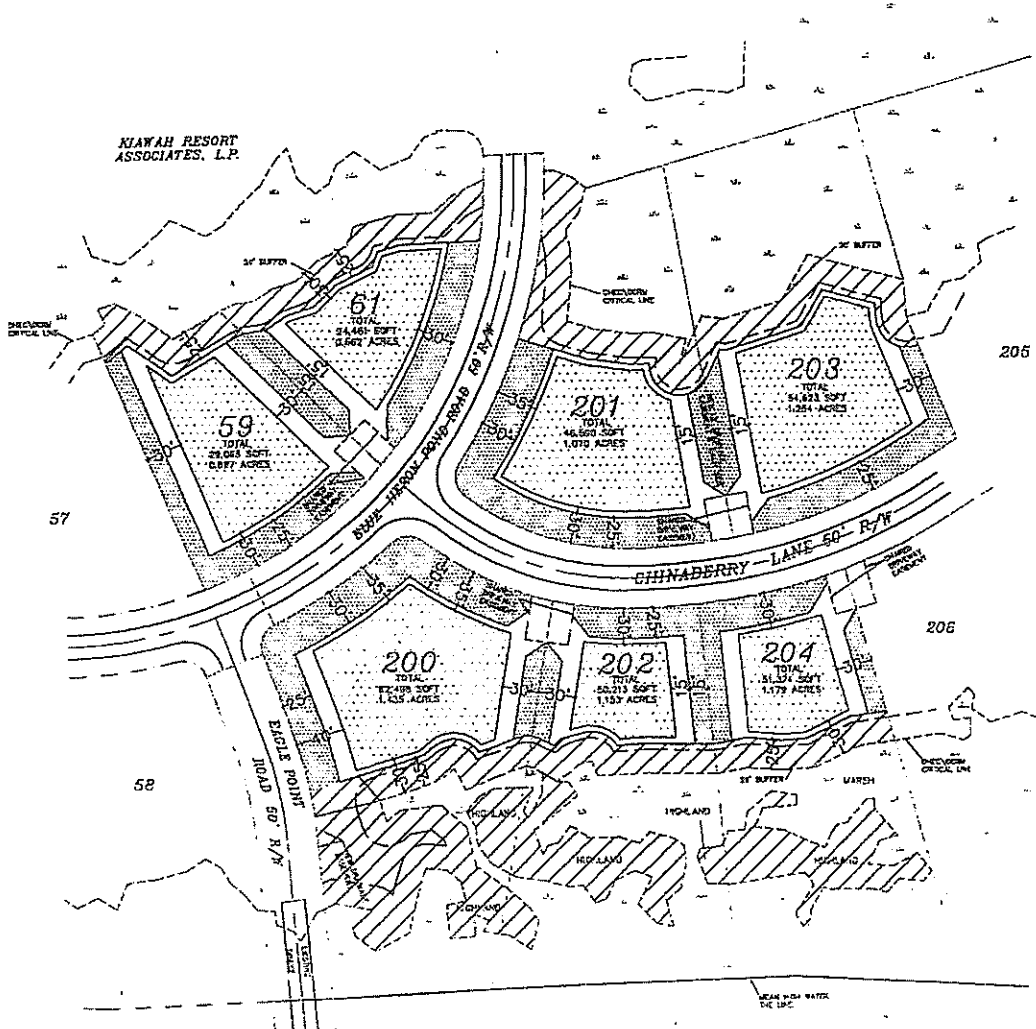
▨ PRESERVATION ZONE

This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

▨ SELECTIVE CLEARING ZONE

This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 All vegetation in this zone shall be preserved until the home is completely framed.
 Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

BLUE HERON POND ROAD
and CHINABERRY LANE

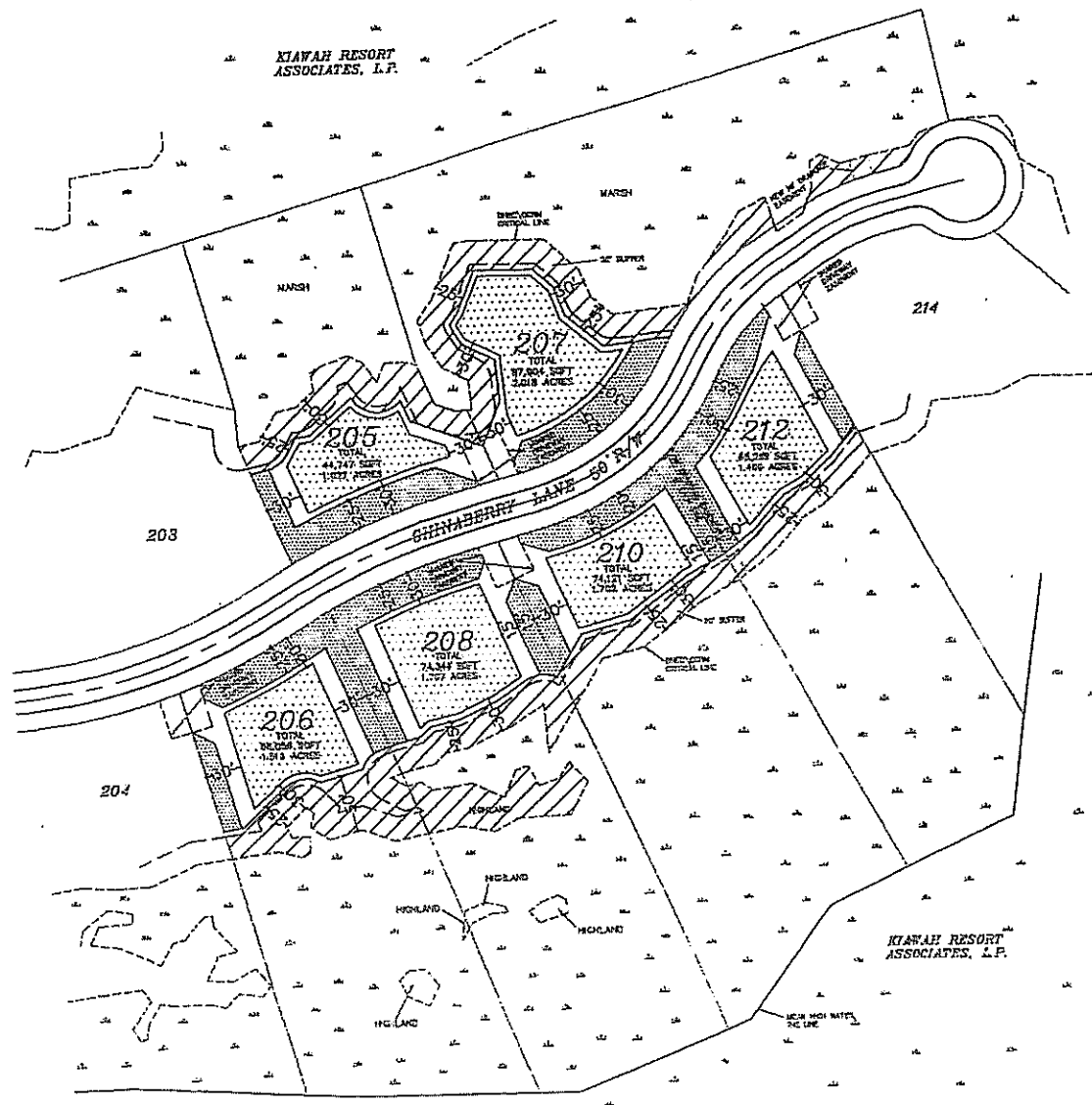



KIAWAH RESORT
ASSOCIATES, L.P.


- BUILDABLE AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.


Scale : 1" = 100'
REVISED : March 1, 2001

CHINABERRY LANE



 BUILDABLE AREA

 PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

 SELECTIVE CLEARING ZONE
 * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-D.C.R.M. Critical Line.
 * All vegetation in this zone shall be preserved until the home is completely framed.
 * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

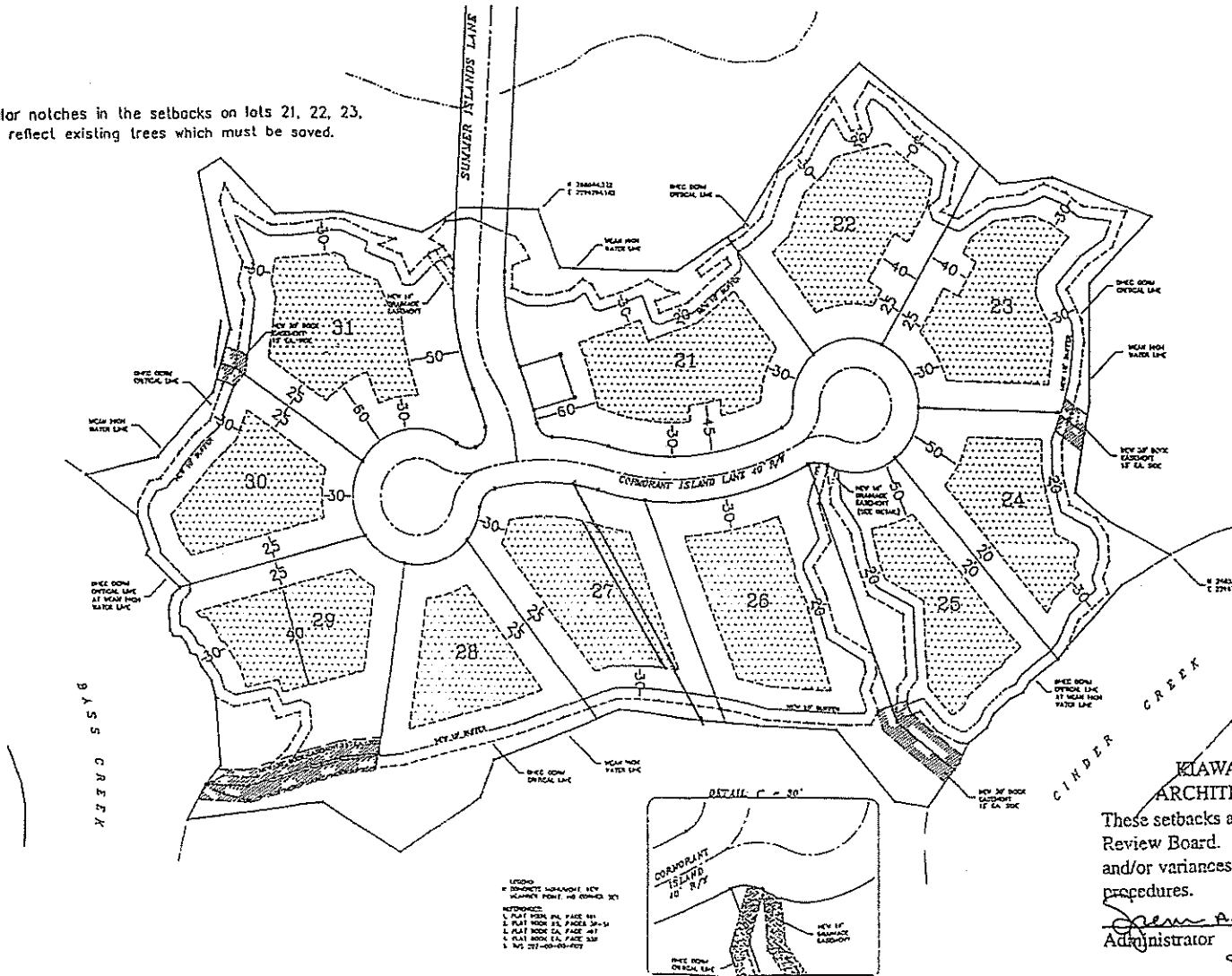
Scale : 1" = 100'
 REVISED : March 1, 2001



COVARIANT ISLAND LANE

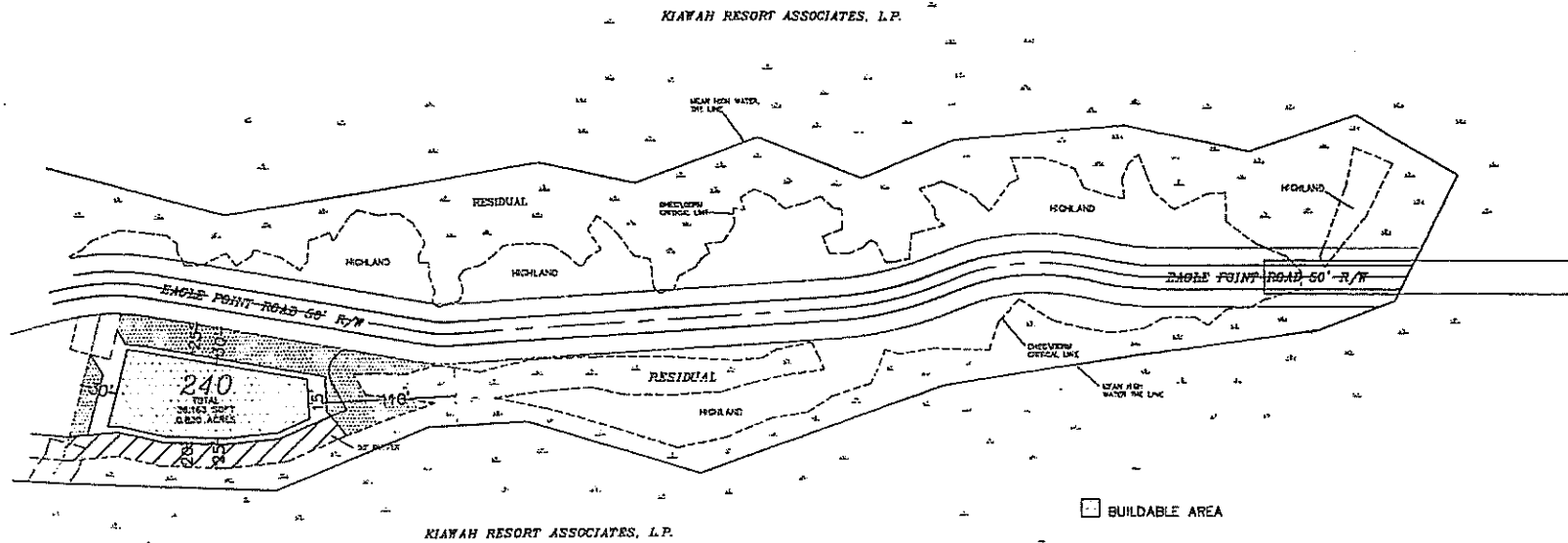
Com. 10/1/77

Note: Irregular notches in the setbacks on lots 21, 22, 23, and 31 reflect existing trees which must be saved.



KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD
 These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.
James A. Nix April 30th 1997
 Administrator Date
 Scale: 1" = 100'

EAGLE POINT ROAD

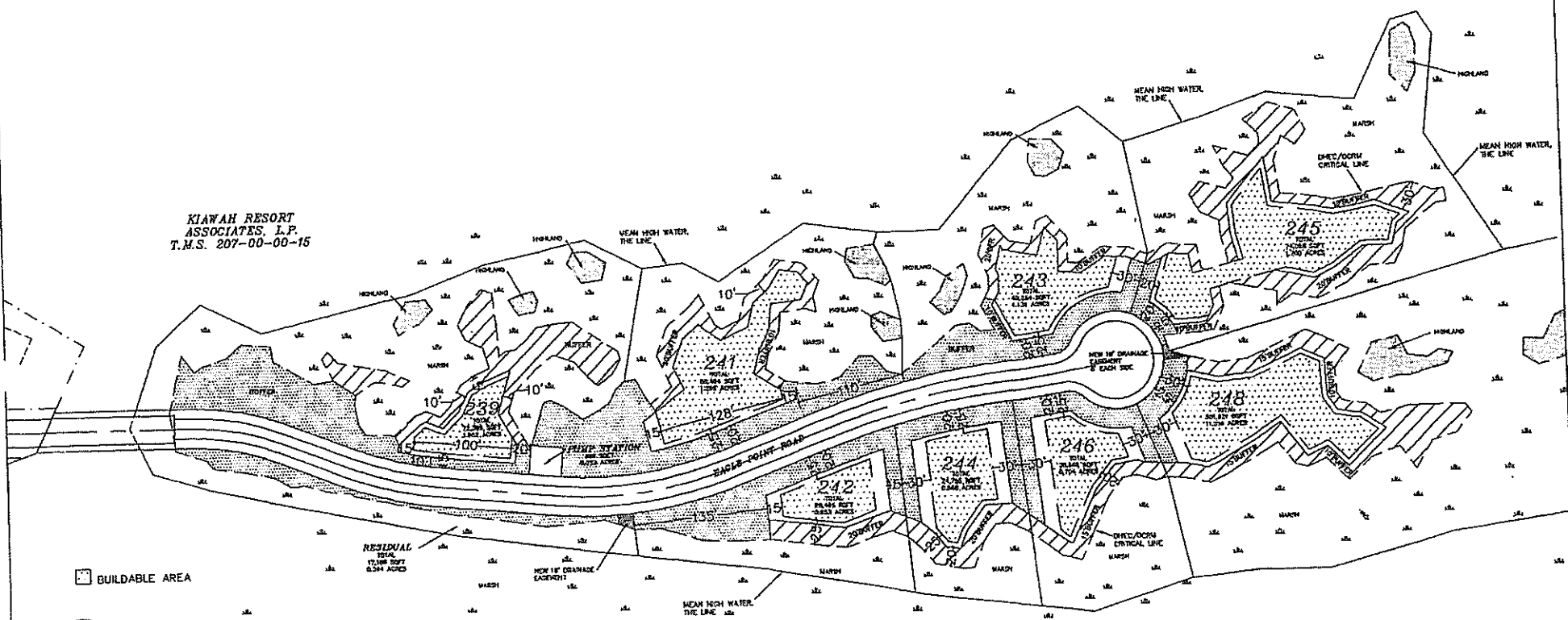


- BUILDABLE AREA
- PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- SELECTIVE CLEARING ZONE
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—G.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
REVISED : March 2, 2001

EAGLE POINT ROAD

KIAWAH RESORT
ASSOCIATES, L.P.
T.M.S. 207-00-00-15



BUILDABLE AREA

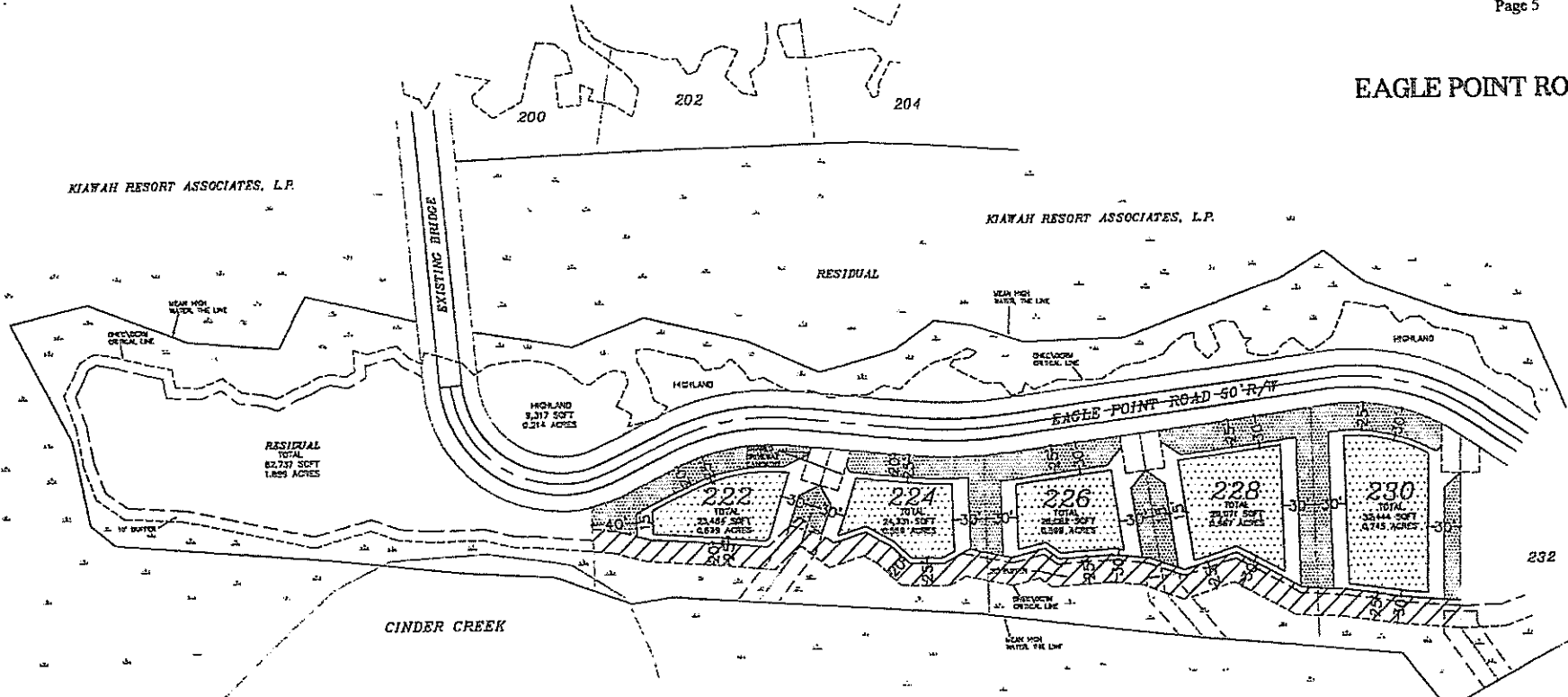
PRESERVATION ZONE
 • This area will remain natural, undisturbed and free from any development, except for driveway access unless specifically approved by the A.R.B.

SELECTIVE CLEARING ZONE
 • This zone is generally between the designated setback lines and either the property line of the Lot, or the D.H.E.C.-O.C.R.M. Critical Line.
 • All vegetation in this zone shall be preserved until the home is completely framed.
 • Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

KIAWAH RESORT
ASSOCIATES, L.P.
T.M.S. 207-00-00-15

Scale : 1" = 100'
REVISED : October 12, 2004

EAGLE POINT ROAD



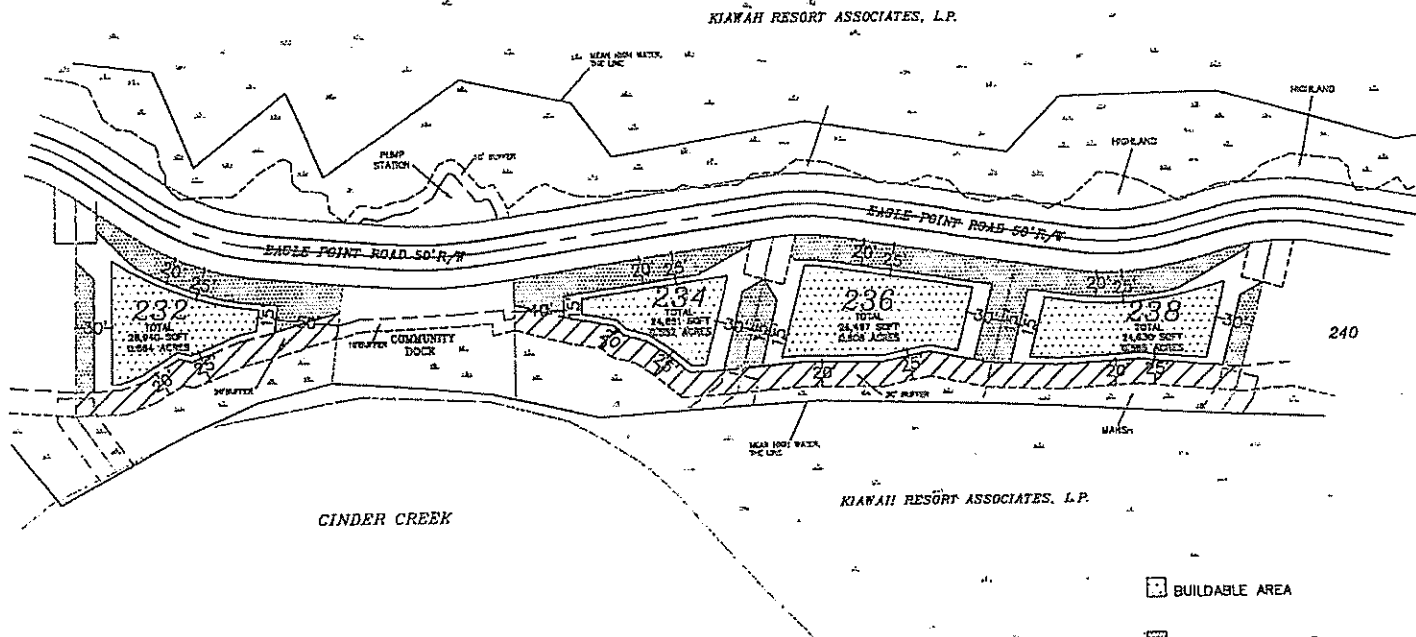
BUILDABLE AREA


PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

SELECTIVE CLEARING ZONE
 * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 * All vegetation in this zone shall be preserved until the home is completely framed.
 * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 2, 2001


EAGLE POINT ROAD



 BUILDABLE AREA

 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

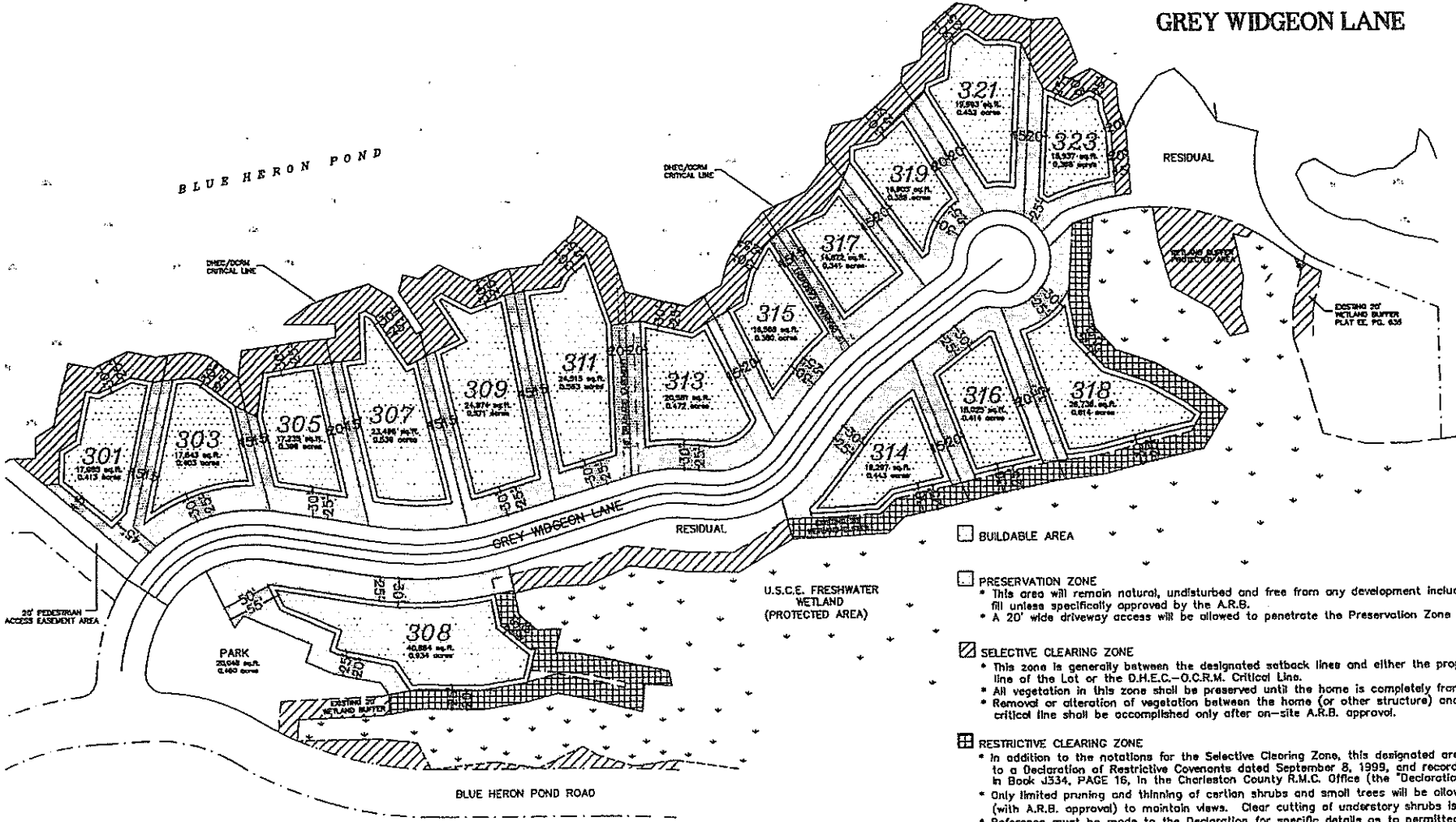
 SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'

REVISED : March 2, 2001

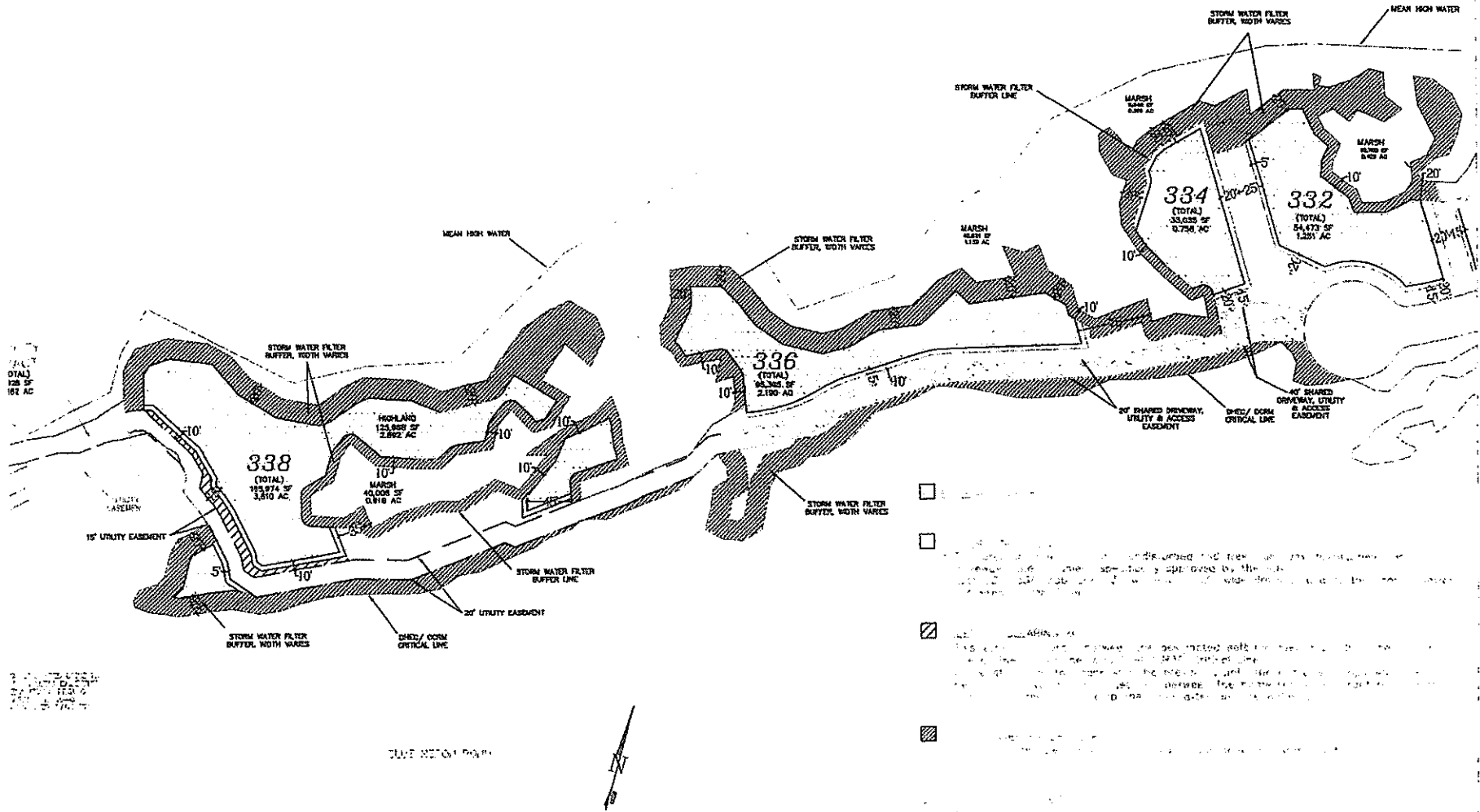
GREY WIDGEON LANE



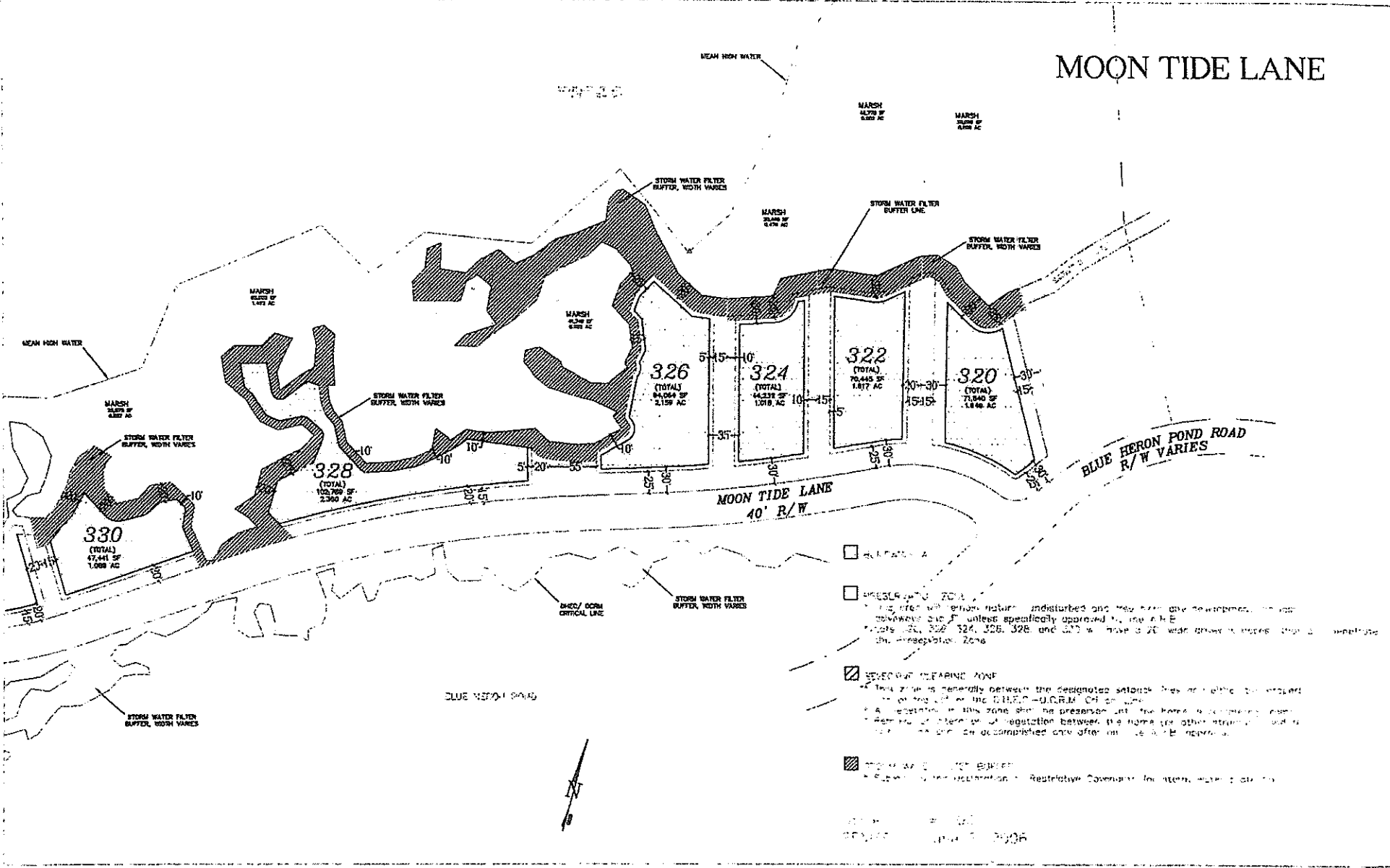
- BUILDABLE AREA
- PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including fill unless specifically approved by the A.R.B.
 - A 20' wide driveway access will be allowed to penetrate the Preservation Zone
- SELECTIVE CLEARING ZONE
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Lines.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.
- RESTRICTIVE CLEARING ZONE
 - In addition to the notations for the Selective Clearing Zone, this designated area is subject to a Declaration of Restrictive Covenants dated September 8, 1999, and recorded in Book 4534, PAGE 16, in the Charleston County R.M.C. Office (the "Declaration")
 - Only limited pruning and thinning of certain shrubs and small trees will be allowed (with A.R.B. approval) to maintain views. Clear cutting of understorey shrubs is prohibited!
 - Reference must be made to the Declaration for specific details as to permitted and prohibited activities within the Restrictive Clearing Zone.

Scale : 1" = 100'
 REVISED : May 23, 2005

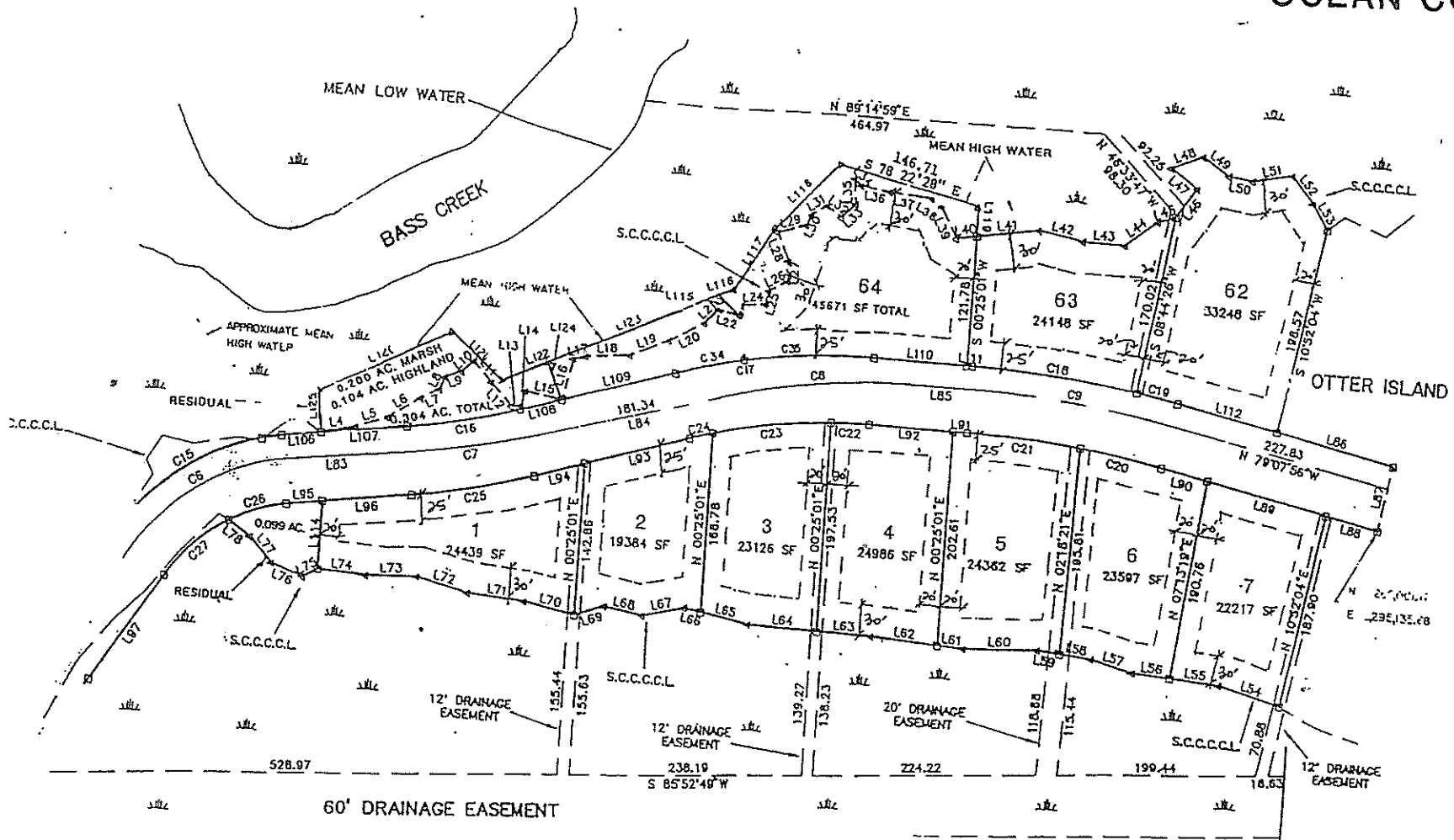
MOON TIDE LANE



MOON TIDE LANE



- RESERVED ZONE**
 - PRESERVATION ZONE**
This area will remain natural, undisturbed and free from any development, until otherwise specifically approved by the DHEC.
 - LOT 320, 322, 324, 326, 328, and 330 will have a 20' wide driveway, more than a 20' wide driveway, and a 20' wide driveway.**
 - SELECTION CLEARING ZONE**
This zone is generally between the designated setback lines and shall be cleared to the ground level by the DHEC/DCRM. On-site vegetation in this zone shall be preserved until the work is completed. Removal of stems or vegetation between the home and other structures shall be completed only after an approved application.
 - STORM WATER FILTER BUFFER**
This zone is for vegetation - Restorative Coverage for storm water filtration.
- DATE: 11/11/06
PROJECT: 06-006

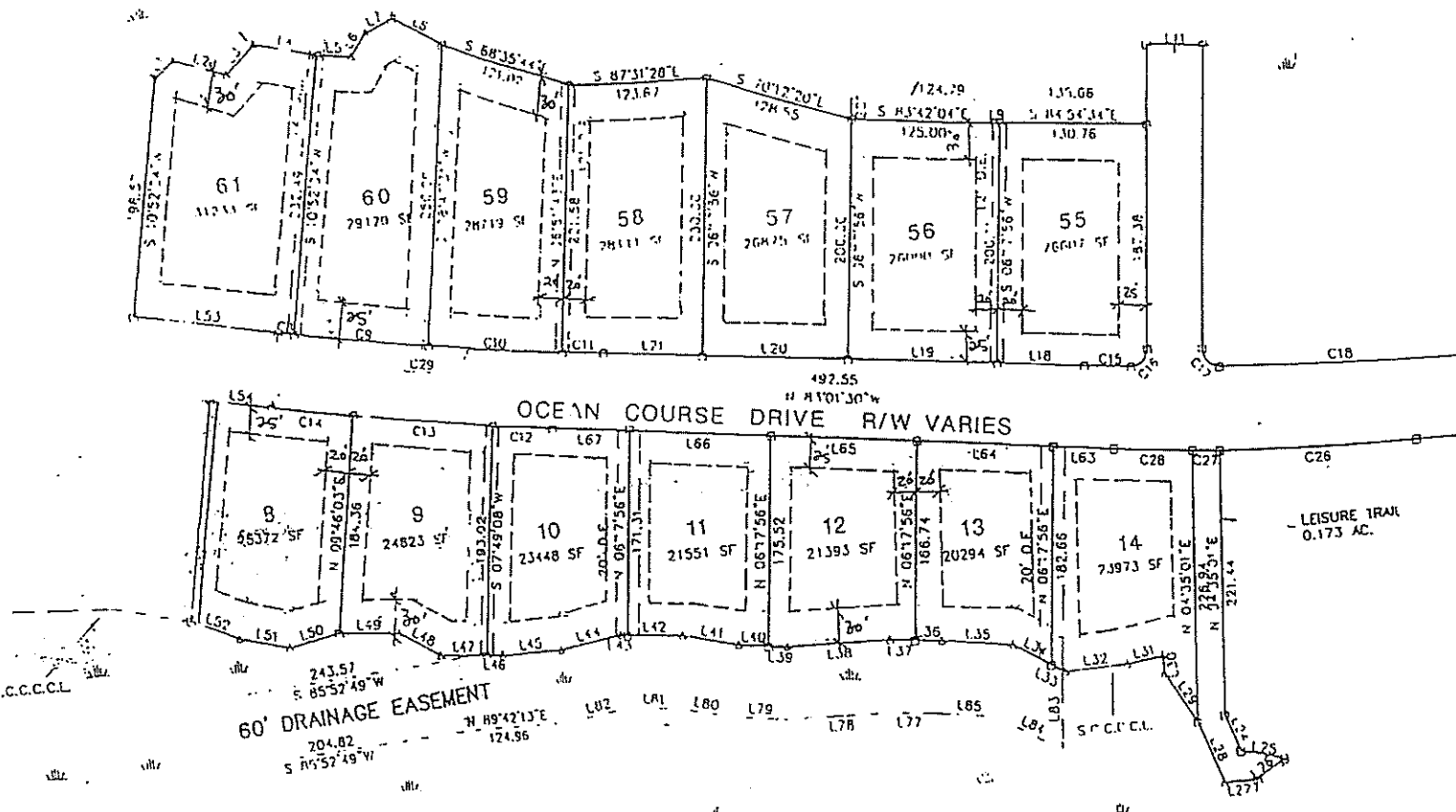


KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

John A. Nash
Administrator
Date April 30th 1997
Scale: 1" = 100'

OCEAN COURSE DR



60' DRAINAGE EASEMENT

KIAWAH RESORT ASSOCIATES

KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

John A. Nash April 30th 1997
Administrator Date

Scale: 1" = 100'

ACREAGE CHART	
51 LOTS	31.666 AC.
RESIDUAL	0.373 AC.
TOTAL	32.039 AC.

Lots 48-53
Rear Setbacks are
50' and not 30'

SHEET 2	17.884 AC.
SHEET 3	6.667 AC.
SHEET 4	7.488 AC.
TOTAL	32.039 AC.

KIAWAH RESORT ASSOCIATES
 FUTURE DEVELOPMENT

OCEAN COURSE DR

UTILITY TRACT

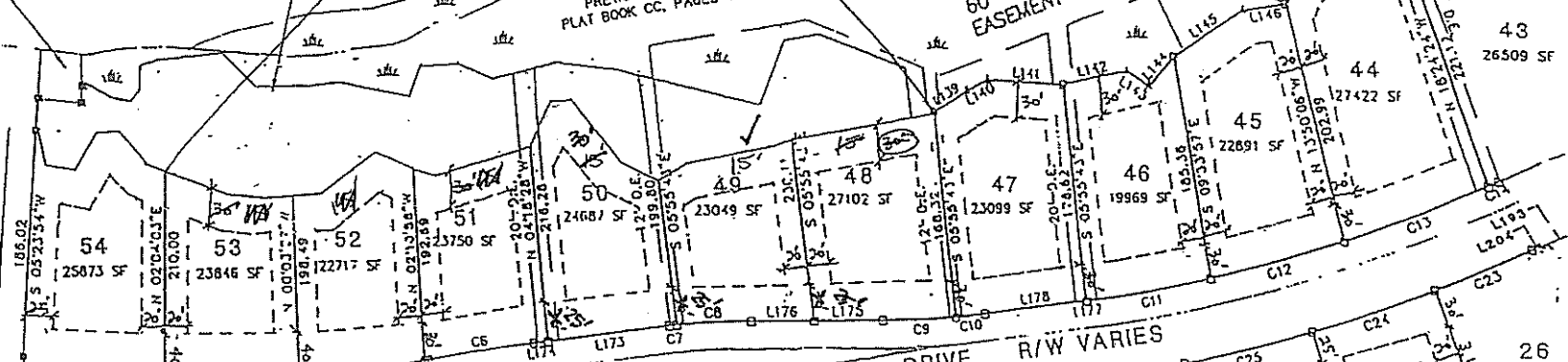
S.C.C.C.L.

PREVIOUSLY APPROVED
 PLAT BOOK CC, PAGES 60-64

60' DRAINAGE
 EASEMENT

S.C.C.C.L.

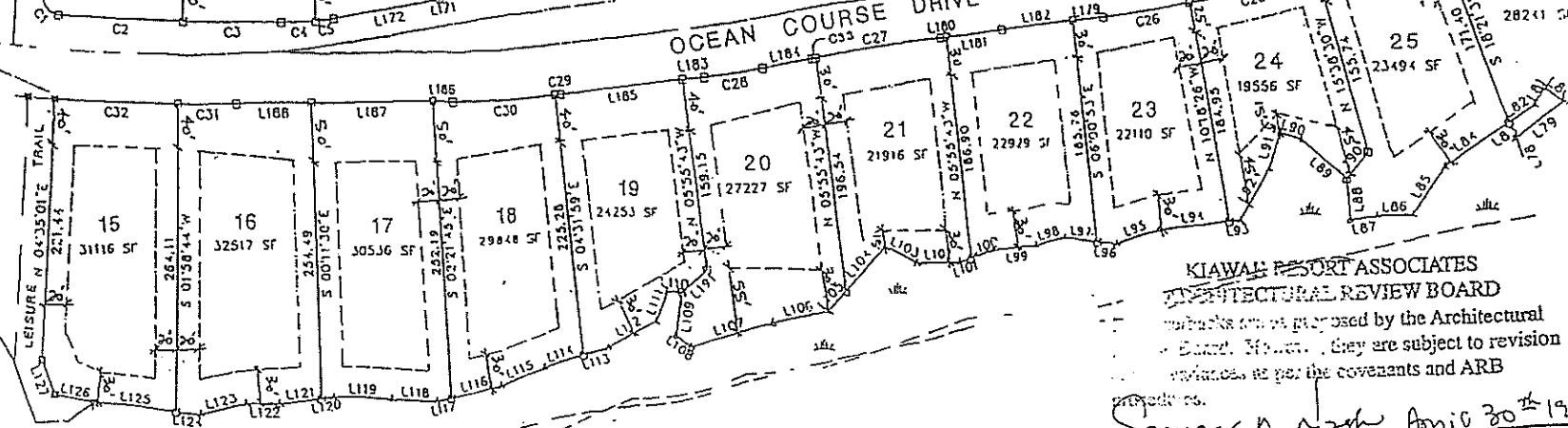
55



OCEAN COURSE DRIVE R/W VARIES

N 28°49'41.49
 E 219°07'21.21

14

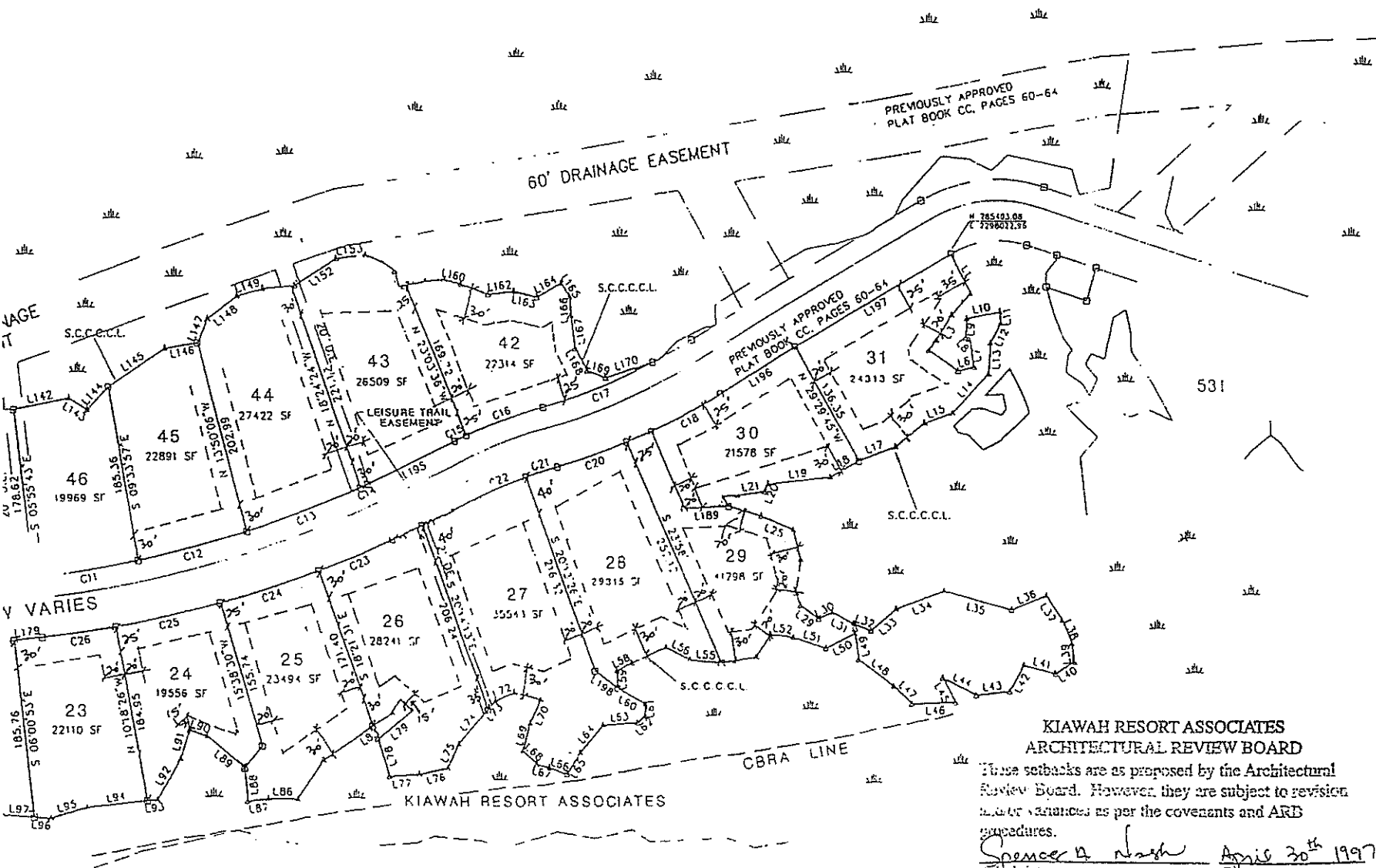


KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

Setbacks and easements proposed by the Architectural
 Review Board. They are subject to revision
 and approval as per the covenants and ARB

Approved by: Spencer A. North April 30th 1997
 Administrator Date
 Scale: 1" = 100'

OCEAN COURSE DR



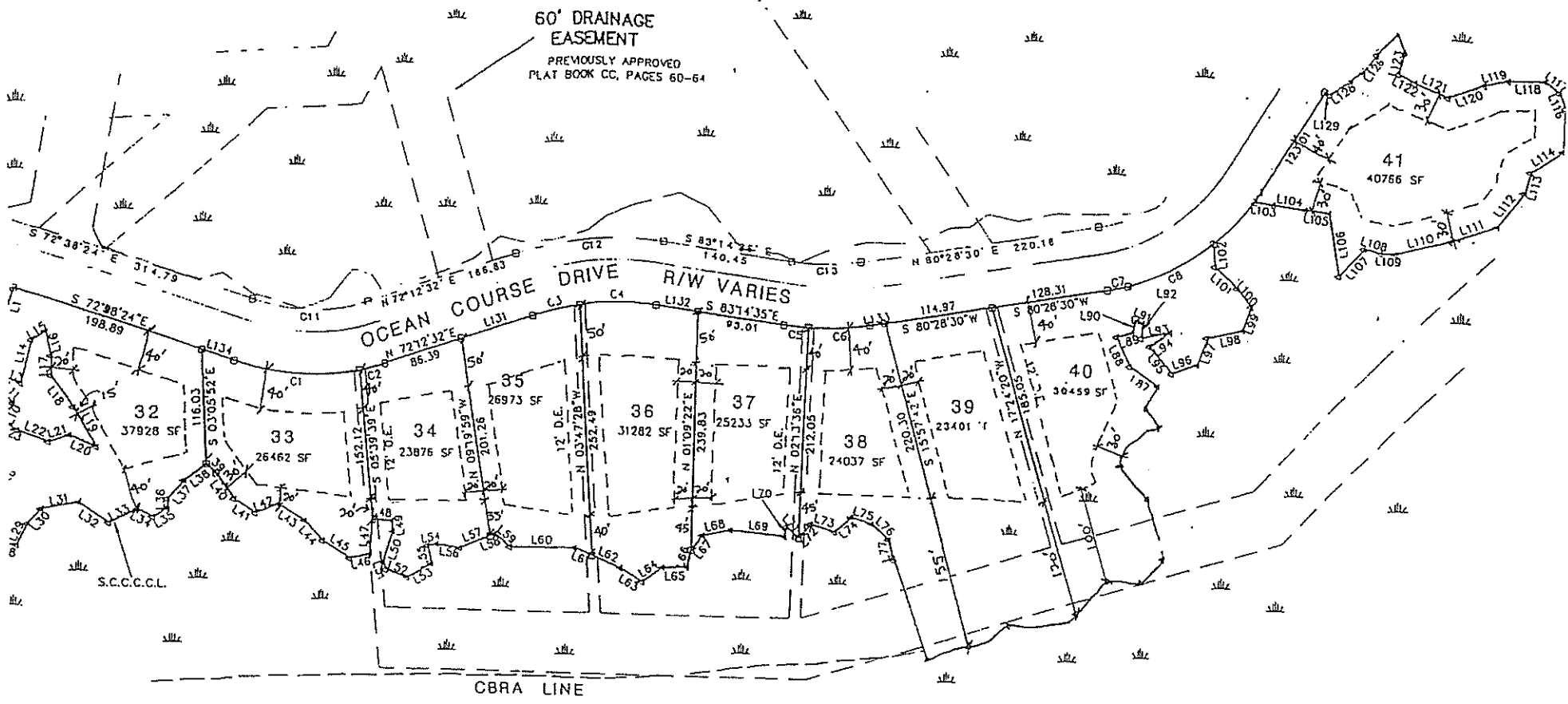
**KIawah RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash April 30th 1997
 Administrator Date

Scale: 1" = 100'

OCEAN COURSE DR



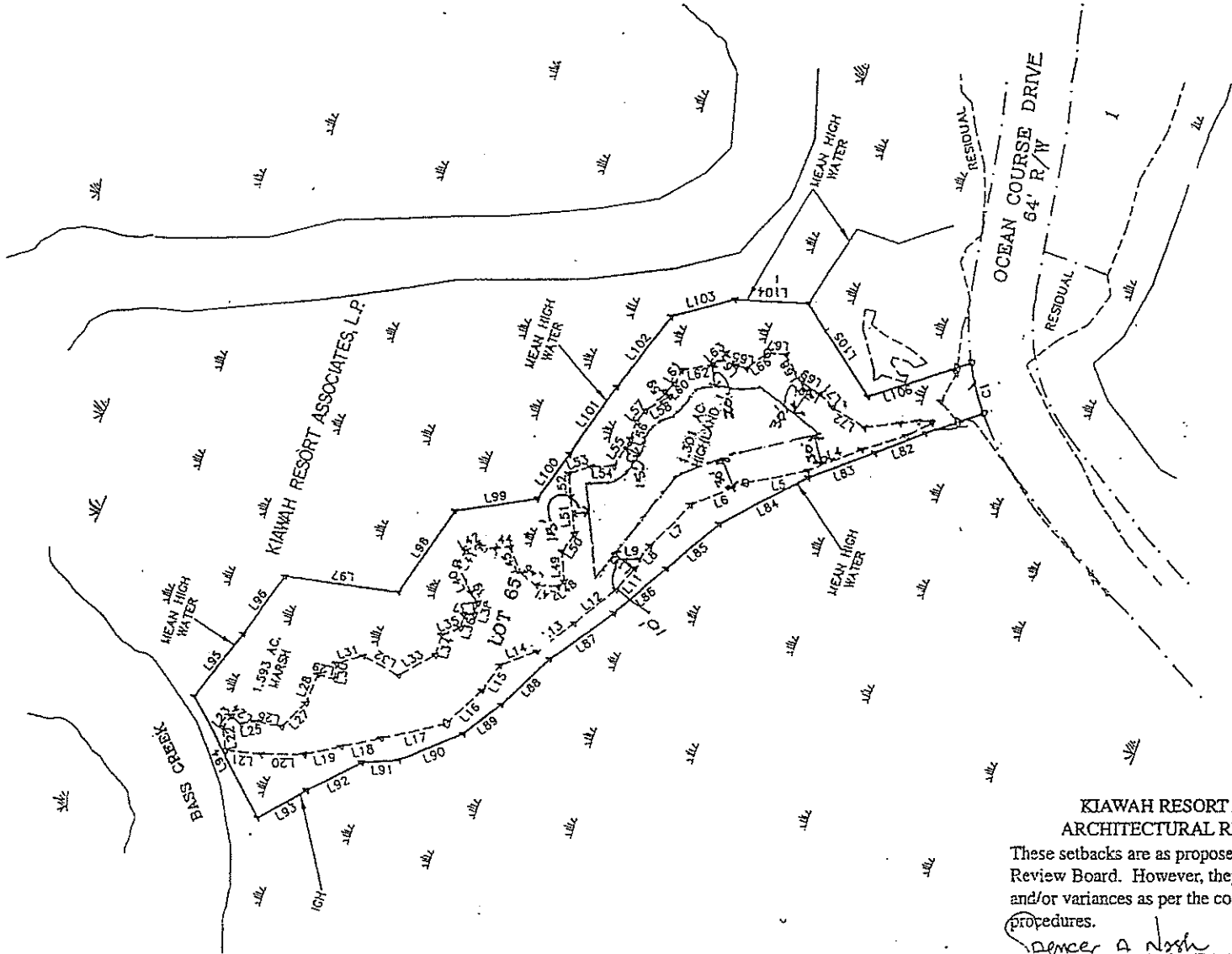
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash 9.2.97
 Administrator Date

SCALE: 1" = 100'

OCEAN COURSE DR



KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Dancer A. Nash April 30th 1996
Administrator Date

Scale: 1" = 100'

OCEAN COURSE DR

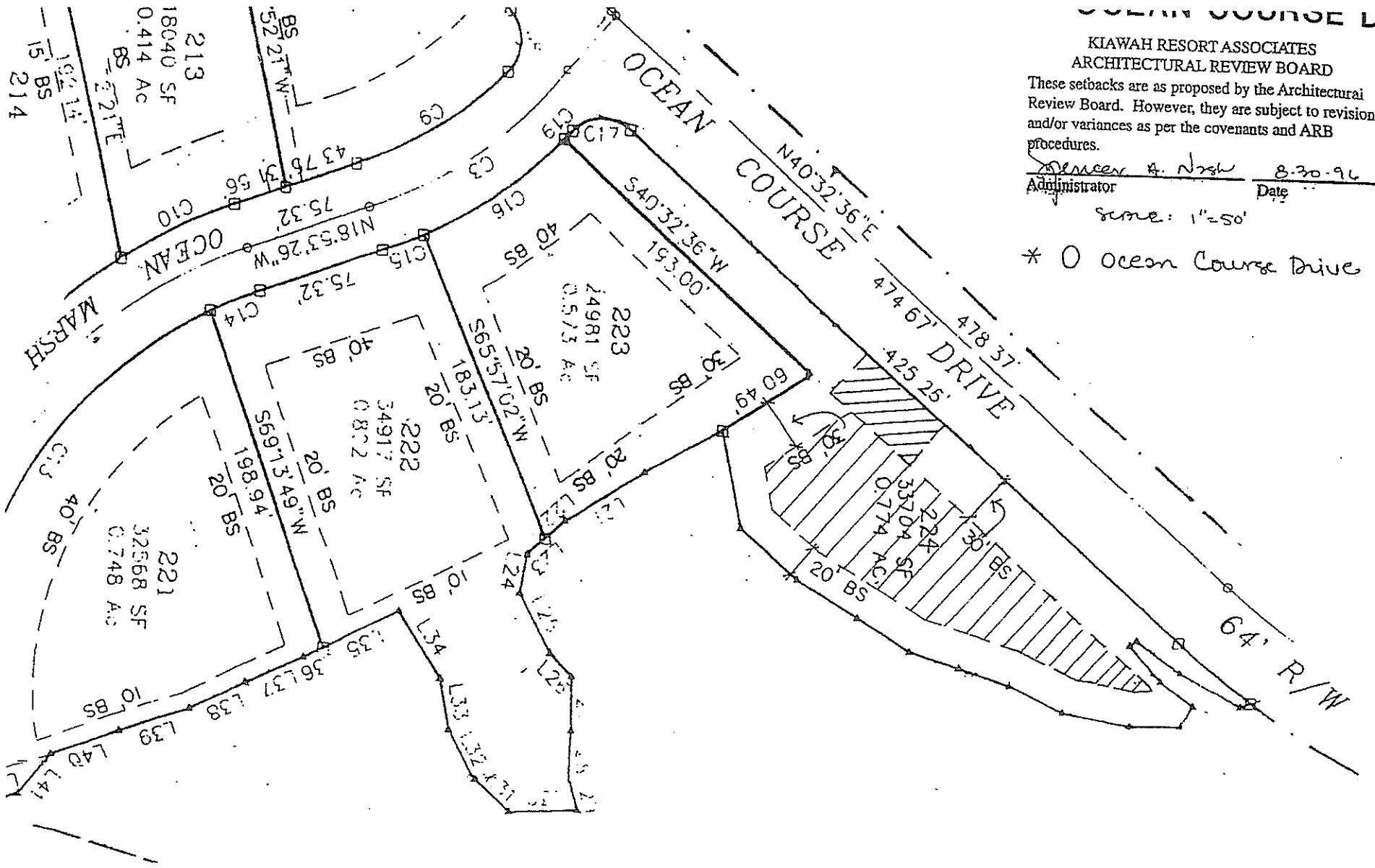
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

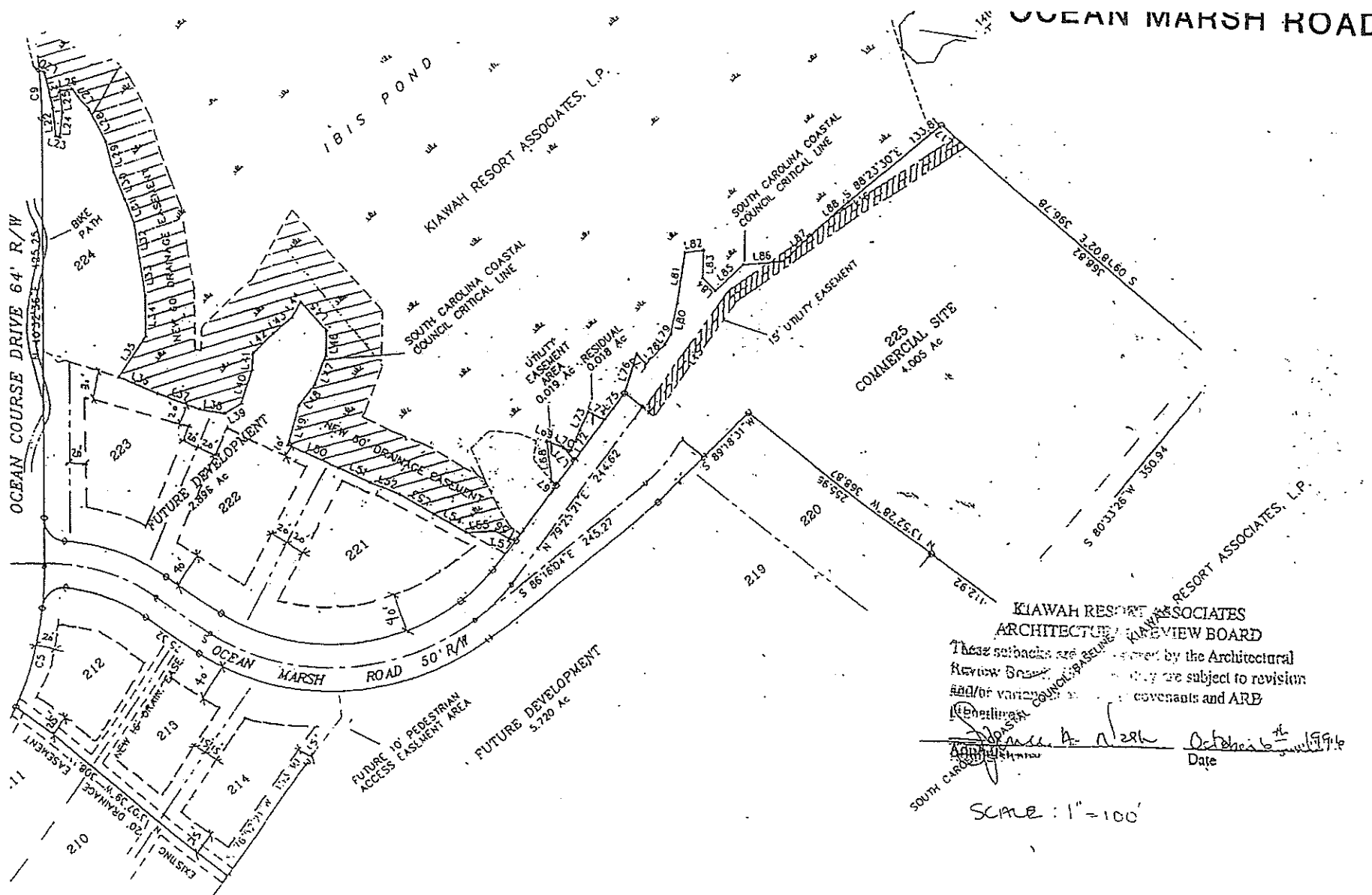
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Shirley A. Nash 8.30.96
Administrator Date

Scale: 1"=50'

* Ocean Course Drive





OCEAN MARSH ROAD

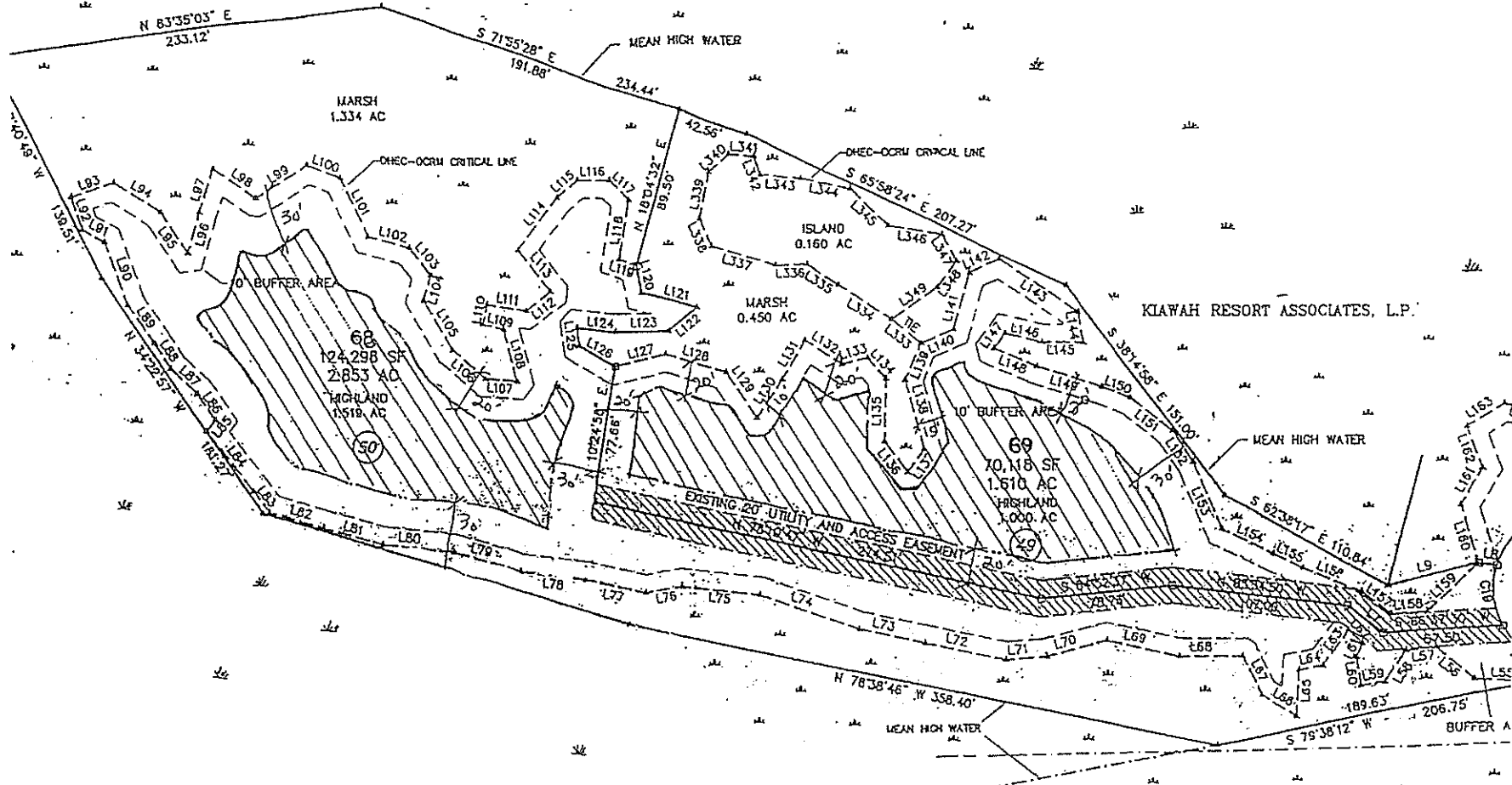
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are approved by the Architectural Review Board. They are subject to revision and/or variance by the Council, covenants and ARB.

[Signature]
Date October 14, 1996

SCALE: 1" = 100'

UTTER ISLAND RD



EXISTING 60' DRAINAGE EASEMENT
 PREVIOUSLY APPROVED PLAT BK. CD. PG. 178
 KIAWAH RESORT ASSOCIATES, L.P.

**KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD**

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spence A. Nax October 20 1995
 Administrator Date

Scale: 1" = 60'

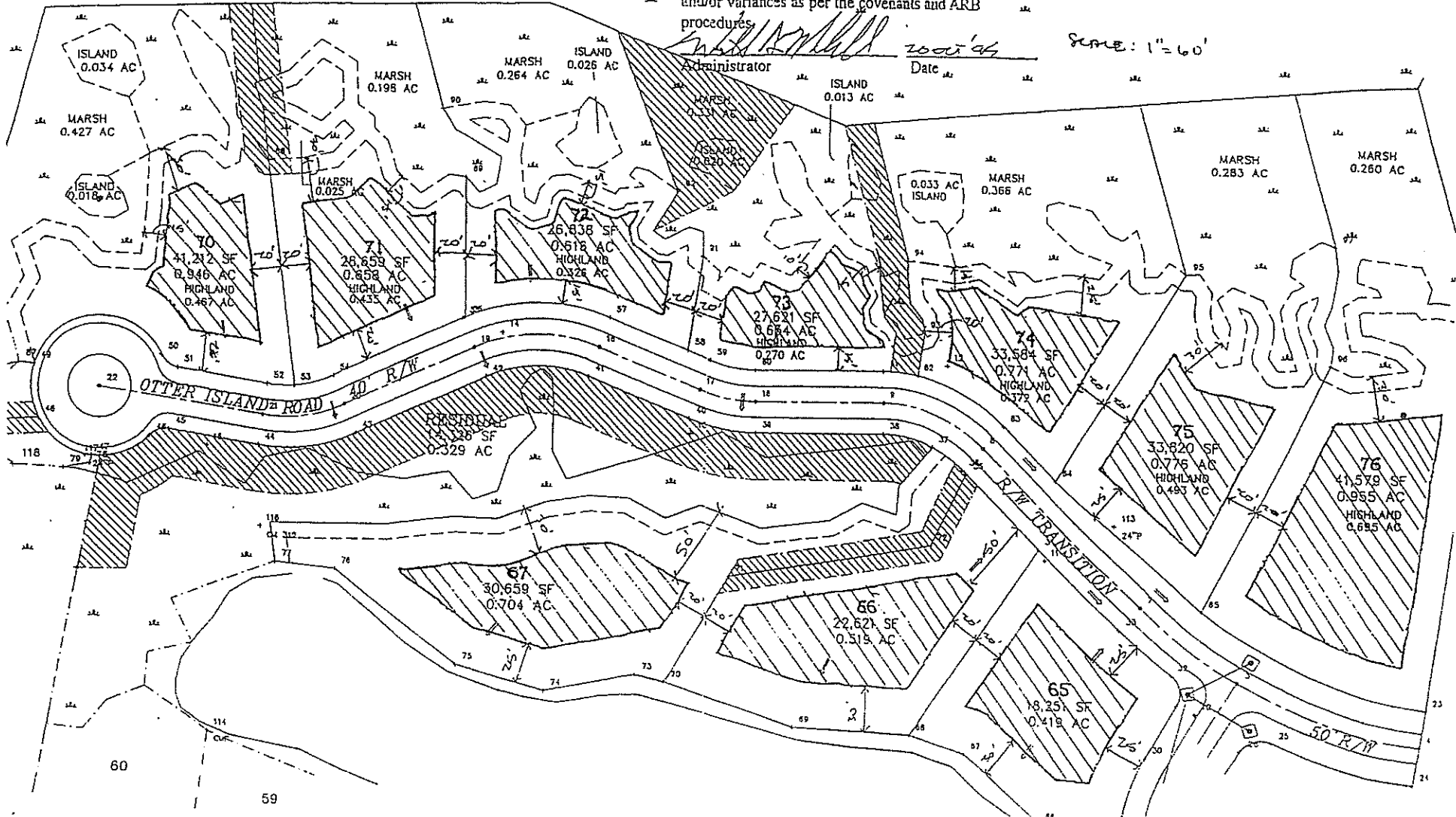
OTTER ISLAND RD

KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

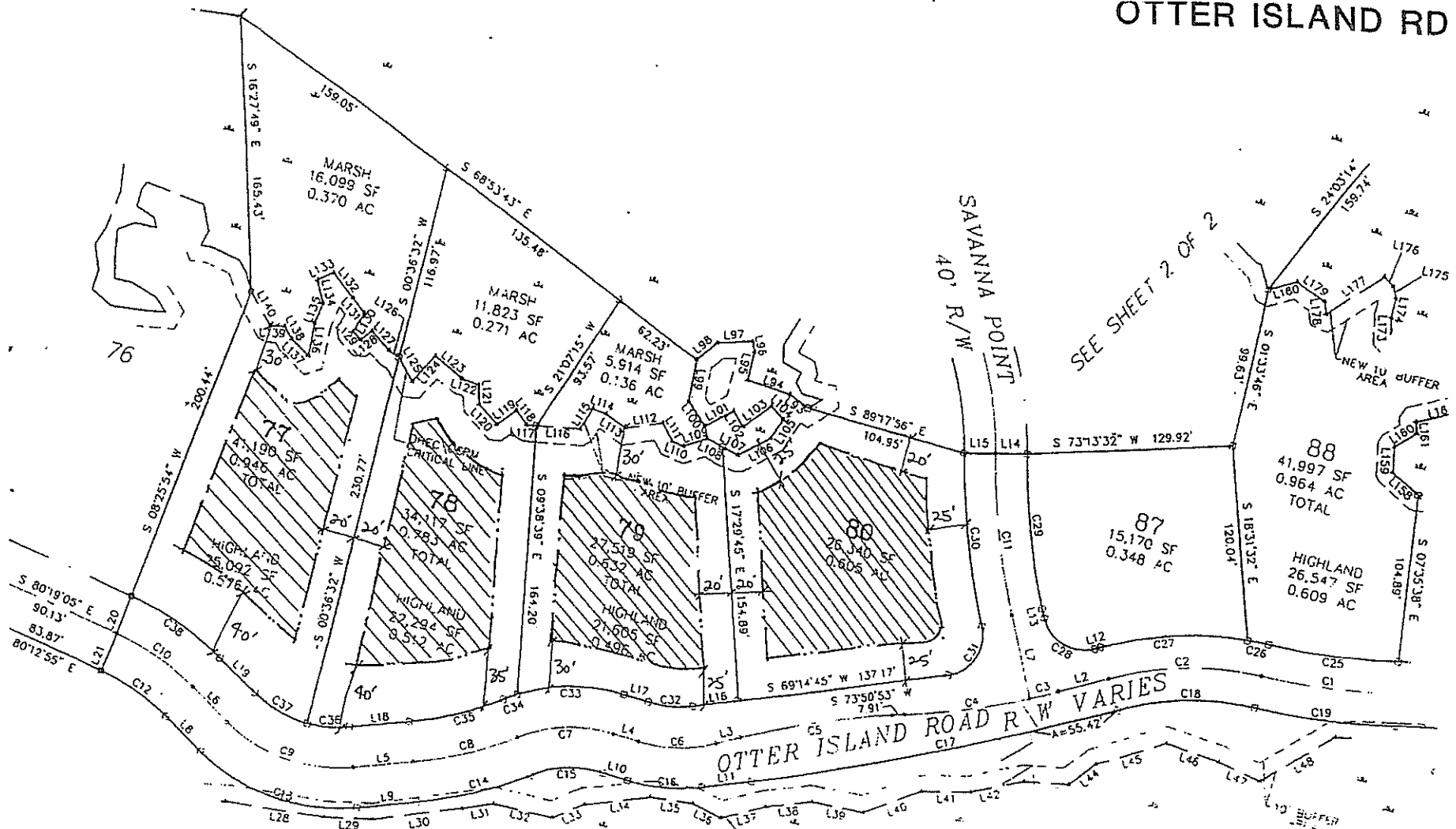
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

[Signature]
Administrator
Date: 2/20/04

Scale: 1" = 60'



OTTER ISLAND RD



**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

These gettracks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash October 30 1995
Administrator Date

EXISTING 60' DRAINAGE EASEMENT
PLAT BOOK CL. PAGE 60 - 64

OTTER ISLAND RI

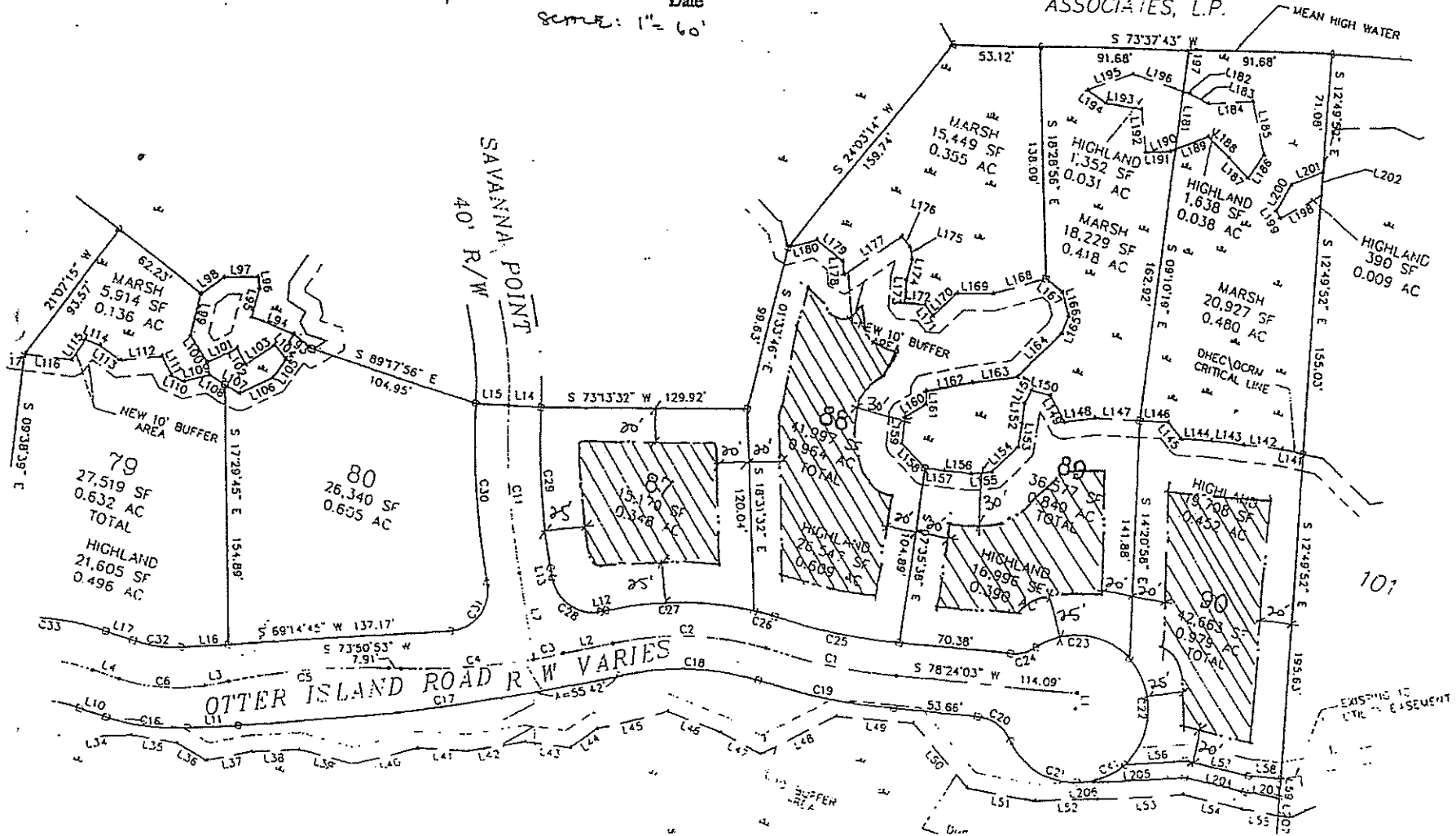
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Dennis A. Nolen October 20, 1995
Administrator Date

Scale: 1" = 60'

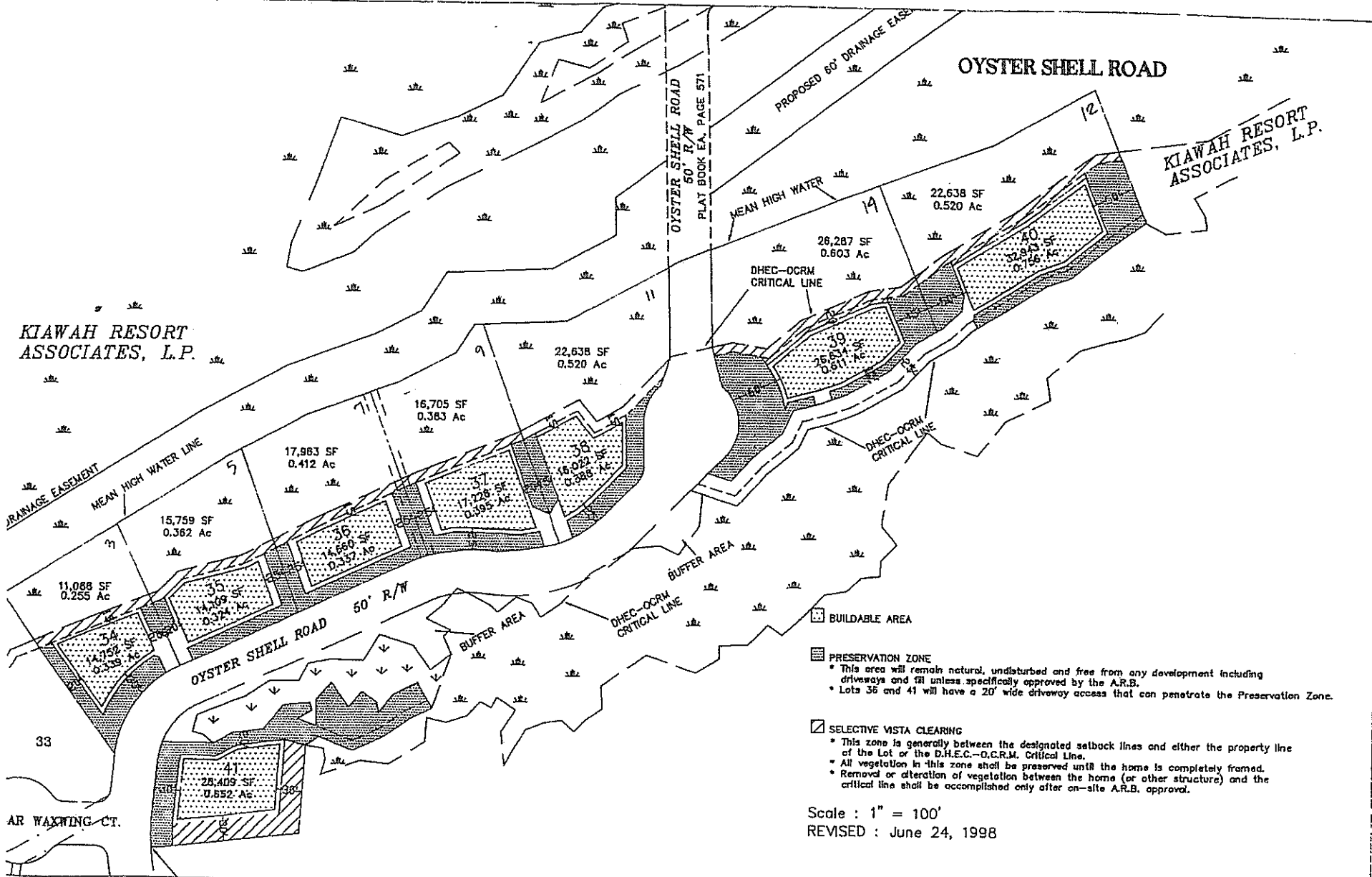
KIAWAH RESORT
ASSOCIATES, L.P.



OYSTER SHELL ROAD

KIAWAH RESORT ASSOCIATES, L.P.

KIAWAH RESORT ASSOCIATES, L.P.

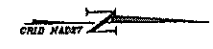


- BUILDABLE AREA
- PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including driveways and is unless specifically approved by the A.R.B.
 - Lots 36 and 41 will have a 20' wide driveway access that can penetrate the Preservation Zone.
- SELECTIVE VISTA CLEARING
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : June 24, 1998

SALTHOUSE LANE

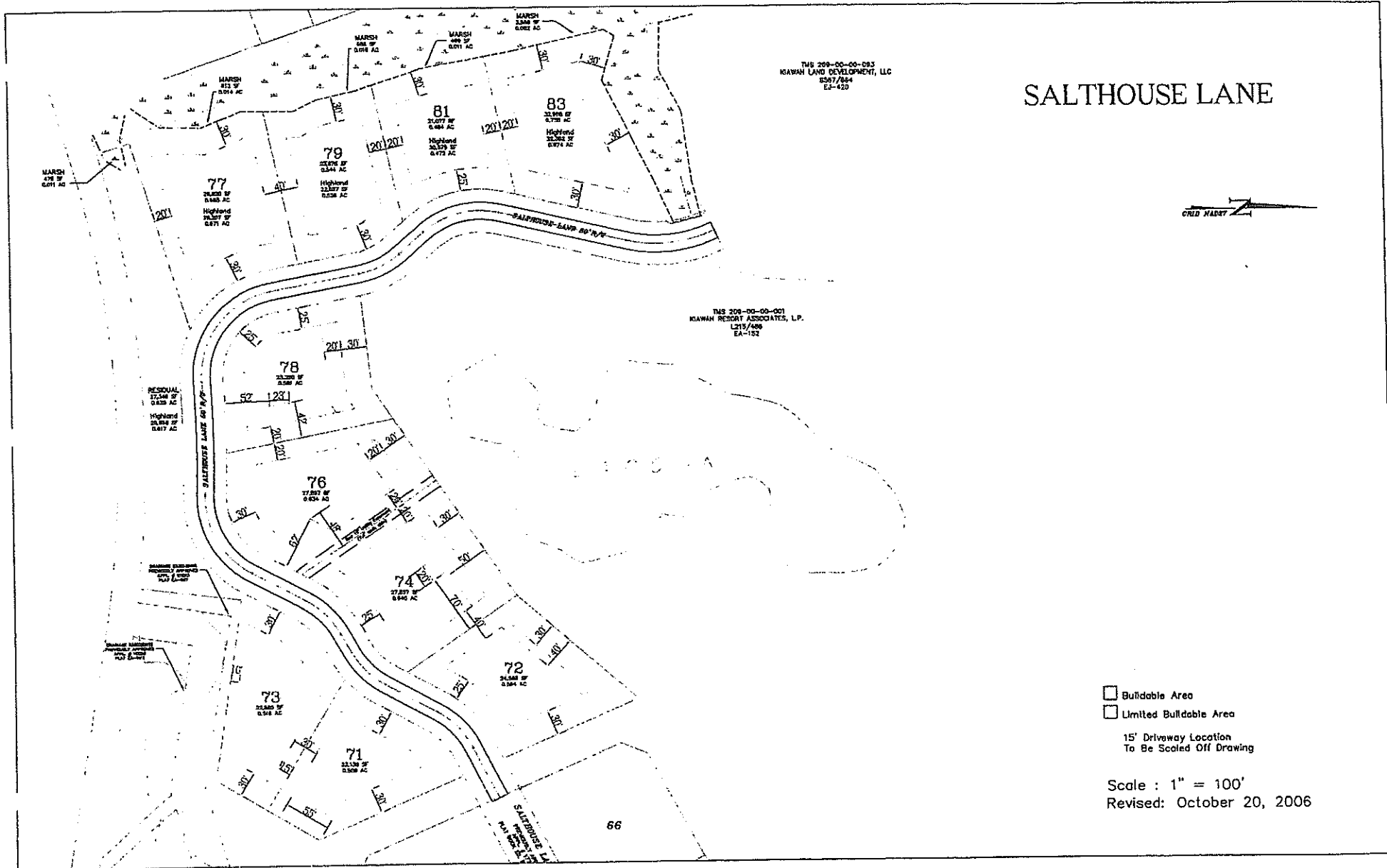
TMS 209-00-00-093
 KAWAN LAND DEVELOPMENT, LLC
 6587/854
 E2-429



TMS 209-00-00-001
 KAWAN RESORT ASSOCIATES, L.P.
 1219/496
 EA-152

- Buildable Area
- Limited Buildable Area
- 15' Driveway Location
 To Be Scaled Off Drawing

Scale : 1" = 100'
 Revised: October 20, 2006



**TOWN OF KIAWAH ISLAND
ORDINANCE 2013-1**

**AN ORDINANCE TO ADD ARTICLE 12, SECTION 12A-216 (G.),
REDUCTIONS TO OCRM CRITICAL LINE SETBACKS**

WHEREAS, Article 12, of the Municipal Code contains land use regulations including setback requirements, and;

WHEREAS, Article 12, Section 12A-216 provides for, among other things, minimum setbacks from the OCRM critical line, and;

WHEREAS, because of the dynamic nature of the land upon which the OCRM critical line is drawn periodically the existing high ground footprint of certain properties upon which structures are or may be built is subject to the dynamic nature of the OCRM critical line, and;

WHEREAS, the Town believes it is in the best interest of the citizens and property owners subject to the dynamic nature of the OCRM critical line to have an opportunity to seek an administrative adjustment of the set back requirements should certain conditions exist.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED, BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

Section 1. Purpose.

This Ordinance is adopted to add Article 12, Section 12A-216 (G.) of the Municipal Code so as to allow for an adjustment to the OCRM critical line setback should certain conditions exist.

Section 2. Ordinance.

Article 12, Section 12A -216 (G.), Reductions to OCRM Critical Line Setbacks is added as follows:

The OCRM Critical Line Setback depth for a parcel may be reduced up to a minimum depth of fifteen (15) feet on residential zoned properties when all of the following criteria and conditions have been met:

1. As of the time the current platted parcel is submitted for development or for changes or additions to the existing development on the parcel, the parcel contains not more than 0.5 highland acres of buildable area; and

2. The Parcel has an OCRM Critical Line delineation depicted on the most recently approved and recorded subdivision plat for that parcel, which OCRM Critical Line delineation is five or more years old (expired); and
3. A new and current OCRM Critical Line delineation has been established for the parcel which has changed the linear boundary of the parcel from that depicted on the subdivision plat referred to in subsection (2) above, and fifty percent (50%) or more of the new linear boundary has, in the aggregate, moved toward the highland; and
4. Said new linear boundary of the parcel has also resulted in a decrease in the amount of buildable area contained within the parcel of 25% or more, when the amount of such buildable area as it existed on the subdivision plat referred to in subsection (2) above is compared to such buildable area as defined by said new linear boundary; and
5. The twenty-five per cent (25%) or more reduction in the buildable area of the parcel, relied upon for the above described reduction in depth of the OCRM Critical Line Setback, has been solely the result of change in the parcel's linear boundary occasioned by the change in the parcel's OCRM Critical Line delineation as described in subsections (3) and (4) above; and
6. A plan and depiction of a minimum ten (10) foot vegetated buffer, to be located within the newly established OCRM Critical Line Setback and using existing or native plant material, is submitted for approval by the Planning Director, and, following approval, such buffer is incorporated into the parcel.

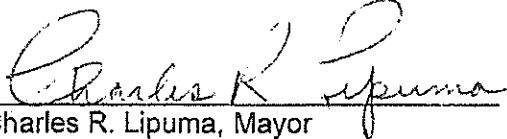
Section 3. Severability.

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any persons, property or circumstances.

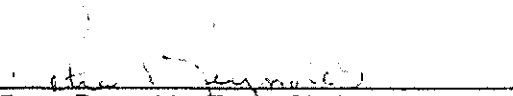
Section 4. Effective Date and Duration

This Ordinance shall become effective on the date of its enactment.

PASSED, APPROVED AND ADOPTED BY THE COUNCIL FOR THE TOWN
OF KIAWAH ISLAND ON THIS 5th DAY OF MARCH, 2013.



Charles R. Lipuma, Mayor



Petra Reynolds, Town Clerk

First Reading: February 5, 2013

Second Reading: March 5, 2013

CRITICAL LINE CHANGE TYPICAL LOT EXAMPLE

N.T.S.

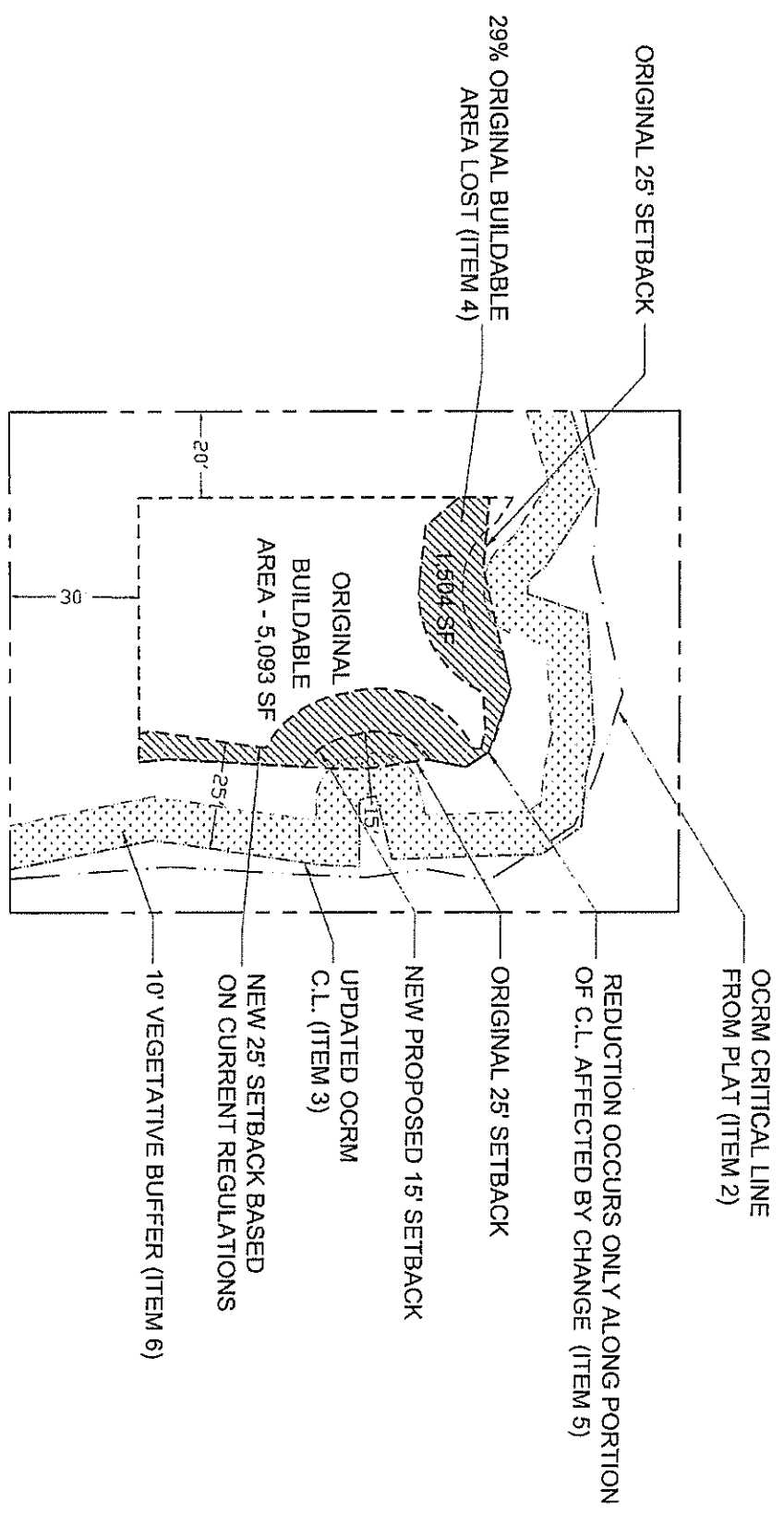


Exhibit 3

Summary Listing

Tracts:

1. Mingo Point (Parcel 1)
2. Beachwalker Office Park (Parcel 9)
3. Strawmarket (Parcel 14)
4. Heron Park Grille (Parcel 19)
5. East Beach Ocean (Parcel 20)
6. Willet Island (Part of Parcel 43)
7. Tract Adjacent to Ocean Course Maintenance (Part of Parcel 43)

Subdivisions/Lots:

1. 1A, 1B Eugenia Avenue
2. Rhett's Bluff
 - Shoolbred Court 40, 100-101
 - Rhett's Bluff Road 95
 - New Settlement/River Marsh 41, 51-69, 73-75, 78-79
3. Ocean Green
 - Silver Moss Circle 1-18
4. Vanderhorst Plantation
 - Marsh Edge Lane 28
 - Sweet Grass Lane 16
 - Sanderling Court 193, 197
 - Belted Kingfisher 185
 - Horned Grebe 206
 - Yellowthroat Lane 181, 182, 208, 209, 216, 218
 - Fish Hawk Lane 221-226, 229, 230, 233, 234
 - Piping Plover Lane 586-595, 597-602
 - Whimbrel Road 566-568, 573, 575-581, 583-585
 - Bufflehead Drive 564-565
 - Goldeneye Drive 90, 91, 97
 - Marsh Cove Road 285-303
 - Snowy Egret Lane 401, 406, 408-411, 413-420, 422, 424
 - Virginia Rail Road 728-730
 - Governor's Drive 335, 193, 194
5. The Preserve
 - Terrapin Island 1-15
6. Falcon Point
 - Falcon Point Road 1-7, 11-20B, 65-67
 - Marsh Wren Court 21-26
 - Salt Cedar Lane 29, 34, 36, 38-42, 45, 48, 51-64

7. Down Island

- Governor's Drive 19
- Marsh Cottage Lane 20, 23, 24, 26, 28-30
- Osprey Cottage Lane 800-805
- Ocean Oaks 300-312, 400-413

Exhibit 13.13: Cassique Residential Standards
10.04.13

Cassique has been planned and developed to be a series of high-end residential neighborhoods within a community organized framework of golf, sports, gardens and the natural Lowcountry environment. Particular attention has been given to the creative integration of diverse home sizes and settings. The residential development standards that have governed design and development since inception have included the Charleston County R-4, Single Family Residential 4 District and the Cassique Planned Development (PD-110) District, which was approved March 2, 2005. The primary uses within both districts are single family detached with an overall density limit of 4 residential dwelling units per acre. The Cassique PD is intended to provide greater flexibility to position structures within natural settings as well as establish garden environments and streetscapes that are consistent with the vision of a country garden community. The Cassique PD was approved for portions or the whole of TMS 205-00-00-002, 006 and 077.

These standards have been integrated in Exhibits 13.3 Table of General Lot Standards with specific application to Cassique. It is the intent of the Property Owner to expand the standards of the Cassique PD to TMS 205-00-00-012 Fairway 18 Parcel, as represented in Exhibit 13.13 to create a garden neighborhood adjacent to the clubhouse grounds. Additionally, these standards will be expanded to lands within the golf course generally described as an area no greater than 10 acres within the golf course bounded by holes number 1, 7, 8 and 9.

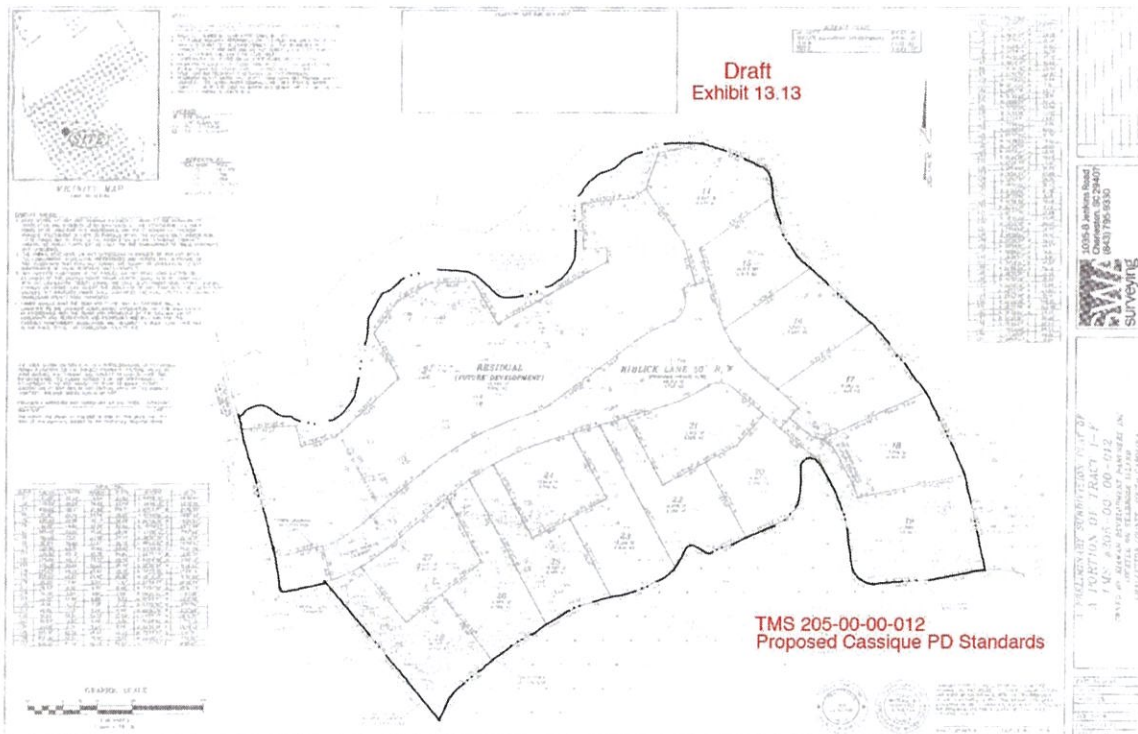


EXHIBIT 13.14
FRESHFIELDS VILLAGE PDD APPLICATION
11.04.2013

Overview

Charleston County Council amended the Zoning Ordinance effective September 18, 2002, to permit the planning, design and development of Freshfields Village at the intersection of Kiawah Island Parkway, Seabrook Island Road and Betsy Kerrison Parkway. The intent of this map amendment was to provide for a mixed-use village center serving the combined needs of the communities of Kiawah Island, Seabrook Island, and southern Johns Island. The vision for Freshfields Village was to include a broad range of retail sales and services, hospitality uses and diverse residential dwelling types that would provide residents and guests a community center of activity within a beautiful walking environment. The Freshfields Village Planned Development (FVPD) was approved for 480,000 square feet of commercial, 100 hotel rooms and 200 residential dwelling units.

The initial phase of Freshfields Village opened in April 2005 and has evolved over time to provide approximately 181,000 sq. ft. of retail sales and services. The Andell Inn, a 99-room suite hotel, is planned to open in the late Spring 2014, and will provide both residents and guests an alternative hospitality option. It is anticipated that future phases will include additional retail sales and services and the integration of diverse residential types. Additionally, the central square has become a community-wide gathering venue for both informal and planned special events and performances. The Town of Kiawah Island has been a significant financial contributor to enhancing / expanding the community gathering experience by supporting unique performances the residents and guests attend. It has been estimated that over 25,000 people have attended these events in 2012 with increased attendance observed in 2013.

The original FVPD application narrative in Sections 3 and 4 described a general mix profile of land use types and phasing with the understanding that "... the exact mix and final composition of residential / non-residential cannot be determined." The exact mix of future commercial and residential phases will be based upon a balanced assessment of economic and market opportunities and constraints.

It is the intent of the Property Owner to maintain the original vision of "an active village center that combines the best of sales and service for necessities... as well as shopping as entertainment... within a pleasant walking environment. When combined with park space suitable for special events, the Freshfields Village will be a center for community-wide activities."

In advance of assessment by the Town of Kiawah Island of annexing Freshfields Village and incorporating the existing Freshfields Village Planned Development district standards in an amended and Restated Development Agreement, Atlantic Partners, LLC has prepared a summary listing of proposed revisions to the original ordinance. The intent of these revisions is the following:

1. Maintain the original vision of Freshfields Village as stated in the 2002 rezoning document of a mixed use village center.
2. Transition the land use and development standards as approved by County Council in 2002 to those equivalent standards within the Town of Kiawah Island and the Restated and Amended Development Agreement, while maintaining the flexibility to create the vision.
3. Revise and amend the Freshfields Village Planned Development, as approved in 2002, to address specific concerns of select uses and clarification of future development patterns.

List of Exhibits (as modified)

The following Freshfields Village PDD Application (May 2002) exhibits will be amended or revised based upon updated existing conditions:

B. Survey of Real Property

- Replaced with revised plat as a result of conveyance of land to Town of Kiawah Island for the roundabout.

E. Master Land Use Plan

- Replaced with updated Master Plan including both existing and proposed development with wording that future development is subject to change. Please note this Master Plan is conceptual and is subject to change to meet unique market opportunities/conditions and regulatory standards.

H. Modifications to Charleston County Zoning and Land Development Regulations

- Revised to reflect Town of Kiawah Island land use and development standards. Please refer to Exhibits 13.2, 13.3, and 13.4 for specific Freshfields Village PD (FVPD) standards.
- Reference / reinforce concept of shared parking in overall plan concept.
- Revise Table 6.1-1 to reflect the following recommended deletions and additions/clarifications:

DELETIONS:

Crop Production:

- Greenhouse Production or Food Crops Grown Under Cover
- Horticultural Production or Commercial Nursery Operations

Recreation and Entertainment:

- Hunting Guide Services
- Outdoor: Amusement Parks, Sports Areas, Automobile or Go Cart Tracks, Fair Grounds, Flee Markets, Miniature Golf Courses

Utilities and Waste- Related Uses:

- Waste Collection Services

Other Non-Residential Development:

- Heavy Construction Services or General Contractors, including Paving Contractors, Bridge or Building Construction, Special Trade Contractors (Except Contractors Offices)

Rental and Leasing Services:

- Construction Tools or Equipment Rental

Repair and Maintenance Services:

- Vehicle Repair including Muffler Shops, Auto Repair Shops, Garages, Tire or Brake Shops, and Body and Fender Shops.

Retail Sales:

- Vehicle Parts, Accessories or Tire Stores
- Outdoor Power Equipment Stores

Retail or Personal Services:

- Dry Cleaning Operations and Coin-Operated Laundries (except retail pick-up/drop-off)

ADDITIONS:

Recreation and Entertainment Outdoor:

- Playgrounds, Tennis Courts, Swimming Pools, Croquet, Bocci, and Volley Ball Courts, Amphitheaters

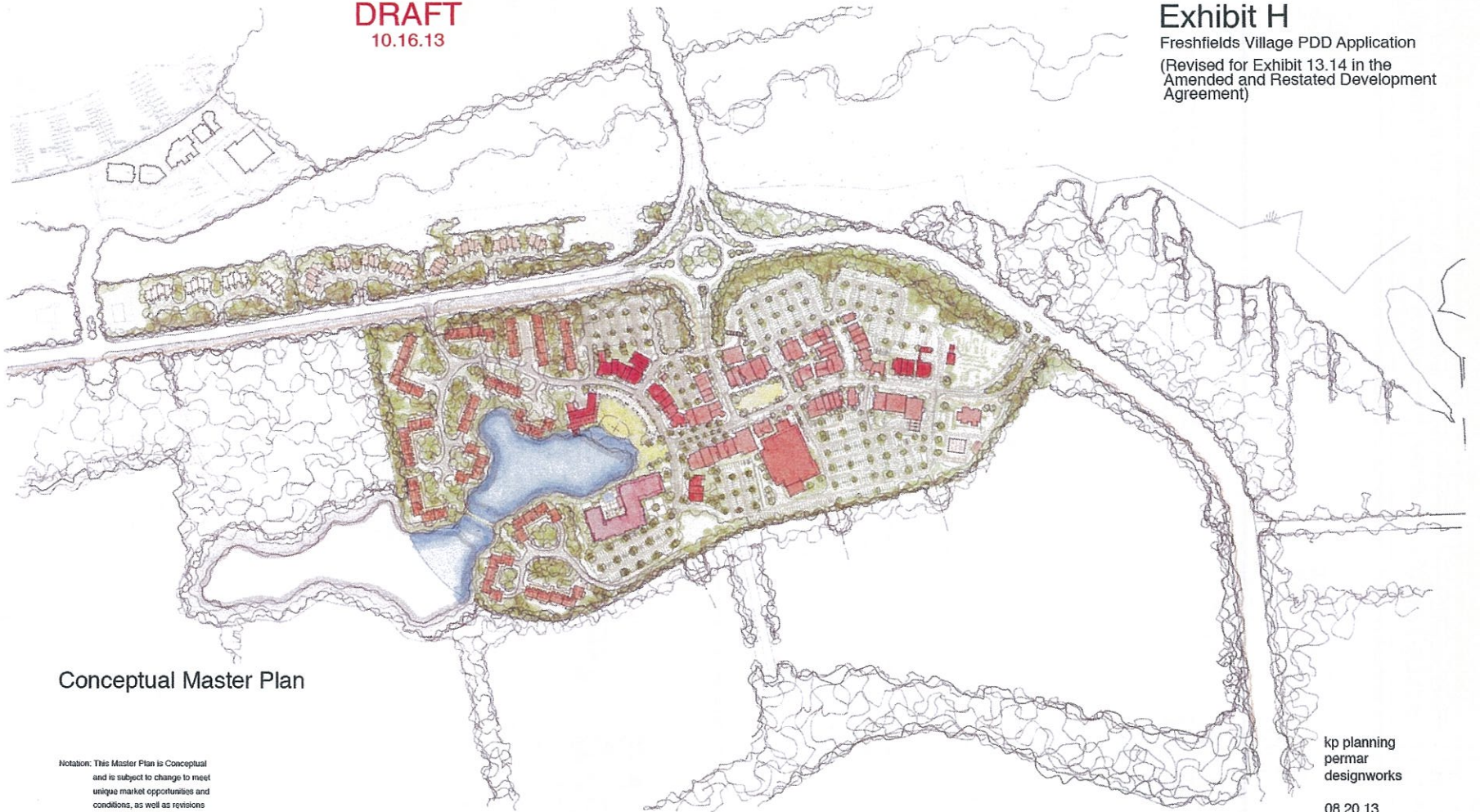
Outdoor Markets/ other similar Outdoor Special Events and Performances *

- Display and sale of Art, Craft, Produce, Food/Beverage, Auto/Boat Show, and related uses in open air community gathering
- Performances of Music, Dance, Theatre, Fashion Show and/or related cultural festival outdoor events.
- Special Community and Sport Events such as Golf Tournaments, Triathlons, Bicycle Tours/Races and related community wide activities.

* Notation: Permitting will establish geographic location and duration of events/performances.

DRAFT
10.16.13

Exhibit H
Freshfields Village PDD Application
(Revised for Exhibit 13.14 in the
Amended and Restated Development
Agreement)



Conceptual Master Plan

Notation: This Master Plan is Conceptual
and is subject to change to meet
unique market opportunities and
conditions, as well as revisions
to regulatory standards

kp planning
permar
designworks
08.20.13

Atlantic Partners, LLC
Kiawah Island SC

Freshfields Village

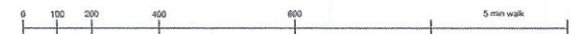


Exhibit 13.14: Freshfields Village PDD Application
10.04.13
(attached)

permar

Freshfields Retail Village
Planned Development District Application

Charleston County, South Carolina



Atlantic Partners, LLC
211 King Street
Suite 300
Charleston, SC 29401

May 2002



permar

May 31, 2002

Ms. Brana S. Rerig, AICP
Project Officer II
Charleston County Planning Department
4045 Bridge View Drive
North Charleston, SC 29405-7464

RE: Freshfields Retail Village
Planned Development District Application

Dear Ms. Rerig:

In accordance with provisions of the Charleston County Zoning and Land Development Regulations, Articles 3.4. and 3.5., please find attached an application for a zoning map amendment request to rezone approximately 60 acres of property on Seabrook Island, Charleston County, South Carolina, from an existing RSL to a proposed PDD zoning classification. This application is submitted for your review on behalf of the existing owners of the described property, Atlantic Partners, LLC.

Freshfields Retail Village is a mixed-use village center serving the combined needs of the Johns Island, Seabrook Island and Kiawah Island community. It will include a broad range of retail sales and services, and residential uses that will provide the islands' residents and guests a community center of activity within a beautiful walking environment. The proposed concept is consistent with the Charleston County Comprehensive Plan regarding long-range land use patterns.

Included for your review and evaluation are a Charleston County Zoning Change Application, fee, property description (survey/deeds), project text description, and supporting graphics and exhibits. Particular attention was given to the comments made at the various informal sessions, over the past several months, regarding proposed use types, traffic impact, and development guidelines.

The applicant and associated team members look forward to participating in your review and sharing our long-term vision.

Best regards,



Mark Permar

Cc: Mr. Charles P. Darby, III
Mr. Trenholm Walker
Mr. Ed Goodwin

Freshfields Retail Village
Planned Development District Application
Charleston County, South Carolina

Atlantic Partners, LLC
211 King Street
Suite 300
Charleston, SC 29401

Application History:

Submittal
Charleston County Planning
Charleston County Council
First Reading
Final Reading

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- E. Master Land Use Plan.....
- F. Traffic Study.....
- G. Utility Service Letters/Letters of Coordination.....
- H. Modifications to Charleston County Zoning and Land Development Regulations Ordinance
- I. Conceptual Organization of ARB Guidelines

PROJECT TEAM

Master Developer/Planning
Kiawah Development Partners, Inc.
P. O. Box 12001
Charleston, SC 29422

Archeology
Chicora Foundation
P. O. Box 8664
861 Arbutus Drive
Columbia, SC 29202

Civil Engineering
Thomas and Hutton Engineering Company
935 Houston Northcutt Boulevard – Suite 100
Mt. Pleasant, SC 29464

Legal
Pratt-Thomas, Pearce, Epting & Walker, P.A.
16 Charlotte Street
P. O. Drawer 22247
Charleston, SC 29413-2247

Conceptual Planning/Market Research
Permar Inc.
76 Wentworth Street
Suite 400
Charleston, SC 29401

Land Planning/Landscape Development
Design Works
50 George Street
Charleston, SC 29401

Surveying
Southeastern Surveying, Inc.
147 Wappoo Creek Drive
Suite 102
Charleston, SC 29412

Traffic Analysis
Transportation Planners – Engineers, Inc.
6620 Southpoint Drive South
Suite 120
Jacksonville, FL 32216

SECTION 1
STATEMENT OF INTENT

The Freshfields Retail Village is a mixed-use village center serving the combined needs of the Johns Island, Seabrook Island and Kiawah Island community. It will feature a range of commercial and residential uses that will provide the islands' residents and guests a center of activity within a beautiful walking environment. Drawing from the long heritage of agriculture use on the site and immediate area, the village will blend the beauty of the low country agricultural landscape, parks and gardens, and intimate rural architecture.

Freshfields consists of approximately 60 acres generally bounded by Seabrook Island Drive and Kiawah Island Parkway on the north and open farm fields on the remaining property lines. A portion of the total acreage is adjacent to Haulover Creek that separates Seabrook Island and Johns Island.

Freshfields is conceived as a mixed-use activity center predominately composed of a broad range of commercial uses in combination with a limited number of residential uses characteristic of traditional rural village settings. The applicant is requesting rezoning the property to a Planned Development District (PDD) to allow for flexibility during the planning and development process, while maintaining the overall goals and objectives of the Charleston County Comprehensive Plan.

The proposed concept of a local village center providing a broad range of retail sales and services to the Johns Island, Seabrook Island and Kiawah Island area will be consistent with established and anticipated Charleston County growth policies and applicable comprehensive planning objectives. The applicant commits that the proposed Project development is in conformance with such criteria for the following reasons:

- A. The Project development is compatible with and complementary to the surrounding land uses.
- B. Project improvements are planned to be in substantial compliance with all applicable regulations.
- C. The Project development will promote design excellence by featuring amenities and permitting variations in siting, land usage, and diverse commercial and residential uses that respond to existing natural features.
- D. The Project development will result in an efficient, economical extension of community facilities and services.
- E. The Project development will be implemented in a manner that balances the community and natural environment.

SECTION 2
OWNERSHIP AND PROPERTY DESCRIPTION

2.01 Short Title

This ordinance shall be known and cited as "The Freshfields Retail Village PDD ___ Ordinance".

2.02 Intent and General Location

It is the intent of the Developer to plan and develop a Planned Development Project on approximately 60 acres located in the unincorporated area of Charleston County, South Carolina. The site is depicted on the Location Map attached as Exhibit A.

The Real Property is on Seabrook Island, as depicted on the Survey of Real Property attached as Exhibit B. The site is bounded by the Kiawah Island Parkway and Seabrook Island Road on the north, and extensive open agricultural fields along the balance of the property to the east, south and west.

2.03 Legal Description of the Property

Tract I-D

All that certain piece, parcel, or tract of land situate, lying and being on Seabrook Island, County of Charleston, State of South Carolina, containing 52.659 acres, more or less, and shown and designated as "Tract D" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACT I-D OWNED BY HAULOVER CREEK DEVELOPMENT COMPANY, LLC, LOCATED ON SEABROOK ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated June 22, 1999, last revised on July 13, 2000, and recorded in Plat Book EE at page 192, in the R.M.C. office for Charleston County, South Carolina, said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Tract VII

All that certain piece, parcel, or trace of land situate, lying and being on Seabrook Island, County of Charleston, State aforesaid, know and designated as "Tract VII" containing 4.277 acres of highland above the DHEC-OCRM Critical Line, more or less, and 2.489 acres of marsh lying below the DHEC-OCRM Critical Line, more or less, as shown on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D, AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised on January 20, 1998, and recorded in Plat Book EE at pages 194 through 202, in the R.M.C. Office for Charleston County, South Carolina, said property having such location, butts and bounds, metes, courses, and distances as will by reference to said plat more fully appear.

SECTION 3
GENERAL PLAN OF DEVELOPMENT

3.01 Purpose

The Project will be a mixed-use commercial village serving the retail sales and service needs of the lower portion of Johns Island, and the residential resort communities of Seabrook and Kiawah Islands. The Project will be located on property that has been identified for such uses as outlined in the Charleston County Comprehensive Plan (April 20, 1999).

This new community village of approximately 60 acres consists of two parcels adjacent to the primary access roadways of Seabrook Island Road and the Kiawah Island Parkway, and is at the terminus of the Betsy Kerrison Parkway. The property has been substantially cleared of vegetation as a result of hundreds of years of agricultural use. The exceptions of this are the tree-lined roadways and the edge along Haulover Creek along the northern property line.

It is the intent of the Developer to create an active village center that combines the best of sales and service for necessities (groceries, pharmacy, dry cleaning, hardware, professional offices, etc.) as well as shopping as entertainment (restaurants, specialty retail, movies, etc.) within a pleasant walking environment. When combined with park space suitable for special events, the Freshfields Retail Village will be a center for community-wide activities.

The project will employ infrastructure design and placement that minimizes disruption to the mix of existing natural features while maintaining a high level of efficiency and economy. The purpose of this ordinance is to encourage environmentally sound development of the Real Property, improve the quality of life for area-wide residents and guests and establish guidelines and standards for development of the Real Property.

The standards provided herein are intended to permit the innovation necessary to accomplish this purpose. This ordinance, therefore, contemplates creative yet slight modifications from the strict application of every requirement found in the County's zoning and other regulations and ordinances. These modifications to the County's Zoning and Land Development Regulations Ordinance are set forth in Exhibit H.

The Developer has had extensive experience applying appropriate criteria in similarly sensitive coastal areas. The proposed standards strike a practical balance between more general countywide performance standards and the particular land areas comprising the Freshfields Retail Village.

The applicant is requesting a Planned Development classification in order to allow a flexible mixed-use development over a multiple phase time period. The proposed PD-FV (Freshfields Village) classification would allow for combined retail sales/services, office, and residential uses in a rural village setting. To address specific requirements of the Planned Development approach, the applicant outlines the following:

Art. 3.5. Planned Development
3.5.3. Results

A. Greater choice in the type of environment and living units available to the public.

The proposed concept plan will include a composition of multiple uses (retail sales/services, offices, and residential) in single use and combined use structures. Living units of varying sizes will be located above some of the retail buildings, as well as freestanding buildings. This form of residential type, within a village setting, will be a positive addition to the range of residential types that presently exist. This housing type (in a village setting) is not presently available within the immediate market area, and will therefore provide additional diversity to the range of existing residential types.

B. More open space

The proposed concept plan approach includes substantial buffers along the major contiguous roadways (Kiawah Island Parkway 100', Seabrook Island Road 50' to the South and 30' to the North). In addition, the plan proposes a combination of planted open fields, interior gardens, "garden like" streetscapes, and a large open water area in order to provide contrast in the open space system. It is estimated that approximately one third of the land area will be one of the variable categories of open space noted above. Maximum building cover will be limited to no greater than 40% of the total area. Additional efficiency will be gained by locating select office and residential uses on upper floors.

C. A creative approach to the use of land and related physical development.

A key structuring element of the proposed concept plan is concentrating uses in a village setting that is characterized by reasonable walking distances from one point to another. The garden like atmosphere will be further accentuated with public gathering areas adjacent to diverse retail uses. This would include outdoor seating/eating areas, parks, and an outdoor amphitheatre designed specifically for community-wide special events throughout the year.

D. An efficient use of land resulting in smaller networks of utilities and streets, and thereby lower housing costs.

The concept plan will be developed in a way that concentrates retail sales/services for the John's Island, Seabrook Island, and Kiawah Island market area. This concentration of community-wide commercial in a central, easily accessible location will be a clear alternative to continuous strip commercial development that is often the norm for rural retail growth.

It is further anticipated moderate density housing over retail and freestanding village residential structures is an alternative to the continuous pattern of low density detached residential development throughout the area. While addressing a market need for the area, by locating residential units within a short walking distance of the village retail, many of the vehicular trips between uses will be reduced. This will have a positive impact on existing and anticipated traffic patterns in the islands' area.

E. Implementation of the Comprehensive Plan

The Comprehensive Plan for this location within Charleston County anticipated the need for community oriented retail sales/services as well as nearby residential uses. By concentrating such convenience uses at the intersection of three significant roadways, it is further predicted that the village will have a positive impact on circulation flow patterns.

3.02 Master Land Use Plan

Exhibit E, the Master Land Use Plan, is a conceptual design plan, which illustrates tentative, schematic land uses and locations of potential use types. The Master Land Use Plan is not intended to show the final land uses and Parcel boundaries. The final design of development use and locations as well as Parcel boundaries may be shifted to satisfy market objectives, respond to natural conditions, and be consistent with the overall general goals and approach for development provided herein. When used herein, the Master Land Use Plan shall mean the Master Land Use Plan then in effect. The Master Land Use Plan establishes an overall Project limit of 480,000 sq. ft. of commercial uses (including 100 hotel/inn rooms), and 200 dwelling units of residential uses.

3.03 Land Use Density

The Real Property encompasses approximately 60 acres within the unincorporated area of Charleston County, South Carolina. Approximately 240 residential Dwelling Units would be authorized under current zoning within the entire Project, which would result in an average overall Density of 4 Dwelling Units per highland acre. The Master Land Use Plan suggests a commercial land use type and residential density type that is consistent with the Charleston County Comprehensive Plan (April 20, 1999).

The intent of this Development and this application is that the Developer will have multiple alternatives in assigning Densities and commercial types to the various Parcels. Therefore, the Developer may vary Densities of individual tracts or building Parcels including the type of structures to be placed on such tract, and the final configuration of that tract, provided the overall Density Cap of 480,000 sq. ft. of commercial uses (350,000 on the first floor, and 130,000 on the second floor), 200 units of residential uses, and 100 hotel rooms, is not exceeded.

The proposed density and use allowance increase was based upon research evaluation of existing and future growth patterns of the immediate area. This included projections of permanent resident housing units and population, and resort guest and non-owner resident patterns.

It is anticipated that as the village is phased, both categories will not be maximized. This theoretical allowance results in an overall density of 3 dwelling units per acre and 8,000 square feet of non-residential per acre; however, the exact mix and final composition of residential/non-residential cannot be determined. As part of each phase, the applicant will provide the planning staff an accounting of residential density and retail area.

3.04 Development Sequence, Scheduling, Phasing

Phasing for the Project will ultimately be based on economic and marketing factors influencing applicable demands. Throughout the development process, phasing will vary, as refinements of these demands are determined along with preferences of the residential markets served by this community. It is the intent of the Developer to complete the land development over a 12-15 year program. Phases would generally be in segments of 100,000 to 150,000 sq. ft. of retail sales/services and offices, and 20-50 dwelling units. Three to four primary phases are anticipated.

3.05 Relationship to Zoning and Land Development Regulations Ordinance

The Project is consistent with the primary objectives of the Zoning and Land Development Regulations Ordinance (Nov 20, 2001), as outlined in Article 1.5 Purpose and Intent; however, the Developer is proposing certain alternatives or modifications to select sections of the Ordinance so as to allow for innovative solutions consistent with such objectives. Alternatives to specific sections of the Ordinance, as outlined in Exhibit H, are intended to enhance the flexibility of achieving the objectives without adversely impacting goals of other sections of the Ordinance.

This flexibility is critical to creating a multi-phased development that must respond to changes in market conditions, and consumer preferences while balancing long range community-wide goals and objectives.

3.06 Utility Services and Easements

The Developer anticipates the Real Property will be served by a community water and sewer system. The Developer shall grant the easements necessary and/or required to insure the continued operation and maintenance of all storm water management features, utilities, and other essential services. The Developer anticipates that utility services will be provided by the following:

Electric:	Berkeley Electric Cooperative
Telephone	BellSouth
Water:	St. John's Water Company
Sewer:	Seabrook Island Utility Commission

Attached as Exhibit G are copies of letters from these utility providers indicating their willingness to provide service to the Real Property.

Water and sewer infrastructure shall be installed by the Developer and then transferred to the service provider.

3.07 Roadways/Traffic Study

The developer will construct the roadways serving the Project. The Master Land Use Plan, Exhibit E, illustrates the approximate location of the circulation systems. These locations are subject to change by the Developer depending on topography, natural features, subdivision layouts, amenities, utilities' locations, and other pertinent considerations.

Major collector/minor collector and local roads within the Project will be private. Certain road improvements immediately adjacent to the Project are anticipated as a result of the Project. The Developer has indicated to the appropriate governing bodies its willingness to contribute resources in order to advance improvements to existing road infrastructure. Specifically, the Applicant has presented to the towns of Seabrook Island and Kiawah Island road improvements for intersections that will provide ingress and egress for users.

The County shall have no maintenance obligation or responsibility for those roadways that remain private, which shall be maintained by the Developer and/or one or more duly organized homeowners' associations.

The Developer agrees to participate in such roadway improvements adjacent to the Property as deemed required as part of the Traffic Study (Exhibit F), required as a part of this application. In particular, a coordinated effort by Charleston County and the towns of Seabrook and Kiawah Island is presently evaluating proposed improvements at the intersection of Betsy Kerrison Parkway, Seabrook Island Road, and the Kiawah Island Parkway that will be coordinated with the planning of the Project. The Applicant has agreed to contribute up to 3.8 acres of land area to properly execute the future intersection improvement.

3.08 Signage, Buffers & Fencing, Tree Replacement

The Developer shall provide a uniform and integrated program of signage, buffers and fencing, and tree replacement, which will be enforced through restrictive covenants imposing architectural controls. This program will be implemented through the ARB standards adopted therefore, which shall be in place prior to the construction of any Lots, tracts, or building parcels and prior to the issuance of any building certificates of occupancy. The ARB standards shall contain criteria governing placement, size, shape, and color, and shall conform to the following standards:

1. Signage, related feature walls, and landscaping shall be located such that they do not materially detract from the natural scenic beauty of the Project site.
2. Signage, related feature walls, and landscaping shall be located such that they do not obscure other identification, informational, or vehicular control signs.
3. Signage, related feature walls and landscaping, shall be permitted within rights-of-way providing they do not interfere with traffic or pedestrian safety.

These standards shall meet all development standards as outlined in the Charleston County Zoning and Development Regulations with the following exceptions that would be integrated in the PD-FV district:

Signage

9.11.1.C.

Prohibited Signs

The following signs shall be allowed:

10. Banners (for special events only)

Time period limited to two weeks prior to and including special event.

11. Sandwich Signs

Reason: These signs are consistent with the character of rural villages.

9.11.1.E.

Illumination

The first listing shall read as follows:

1. All lighted On-Premises signs shall be set back at least 100 feet from property in an PD-FV district except Freshfields Village identity signs, which may be located within 25 feet of the property line. Only exterior lighting sources will be permitted (no interior lighting).

9.11.2.A.

Table for Free-Standing On-Premises Signs

Maximum area will be limited to 100 sq.ft.

SECTION 4
PROPOSED DEVELOPMENT STANDARDS

4.01 Permitted Uses

All uses listed under the heading PDD-FV (Freshfields Village) within the Zoning and Land Development Regulations Ordinance, as modified by Exhibit H shall apply as a matter of right to the Property. This listing includes a range of residential and non-residential uses that is consistent with the vision of a rural village serving the three islands area.

4.02 Dwelling Units

The total number of single-family detached, single-family attached, or multi-family residential Dwelling Units within the Project shall not exceed 200 ("Project Cap").

Specific housing types will be evaluated prior to each phase based upon market demand and appropriate fit with the village concept. Based upon analysis at the time of application, the following is a listing and mix of housing types:

a. Single Family Detached	0
b. Town Homes	40 D.U.
c. Apartments	160 D.U.
- Over Retail	40
- Freestanding	120
TOTAL	<u>200 D.U.</u>

4.03 Building Development Standards

It is the intent of the developer to establish a Freshfields Village Architectural Review Board to oversee the implementation of development standards and specific design guidelines for architecture and landscape architecture. These guidelines will be organized by the ARB prior to submittal of the initial phase of development. A general representation of the framework for these guidelines is as indicated by Exhibit I.

The ARB shall prescribe and determine Lot area, Lot width, Lot depth, Lot coverage, setback and yard requirements, square footage limitations, building heights, number of structures per Lot, in accord with the County's Zoning and Land Development Regulations Ordinance as modified below.

All development in the PDD-FV district shall be subject to the following density, intensity and dimensional standards:

PDD-FV DENSITY/INTENSITY AND DIMENSIONAL STANDARDS	
MINIMUM LOT AREA	4,000 square feet
MINIMUM LOT WIDTH	50 feet
MINIMUM SETBACKS	
Front/Street side	None
Interior Side	None
Rear	None
OCRM Critical Line	25 feet (Ave.) * No less than 20 feet
MAXIMUM BUILDING COVER	40% of lot
MAXIMUM HEIGHT	3 Habitable Floors (55' from F.F.E. to roof ridge)

I. Statement of Purpose, Intent, Objectives

The Freshfields Village district is a mixed-use village center serving the combined needs of the Johns Island, Seabrook Island and Kiawah Island Community. The district is composed of a broad range of commercial uses in combination with a limited number of residential uses characteristic of traditional rural villages.

II. Land Uses:

The uses will be as outlined in Table 6.1-1 (Exhibit H)

<u>Description</u>	<u>Acreage</u>	<u>Units</u>	<u>Density</u>
A. Residential			
1. Town Homes	Mixed Use	40 D.U.	*
2. Apartments	Mixed Use	160 D.U.	*
- Over Retail	40		
- Freestanding	120		
		<u>200 D.U.</u>	
	* Overall density 3D.U./Ac		
	<u>Acreage</u>	<u>Structures</u>	<u>Sq. Footage</u>
B. Commercial			
- Retail Sales/Services	Mixed Use	10 -16	350,000
C. Office	Mixed Use	4 - 8	130,000

- D. Recreational
 - Buffer Areas 4 Ac.
 - Parks, Gardens, Ponds 10 Ac.

III. Setback Criteria

Setback and dimensional standards are as outlined above.

IV. Lot Size Criteria

It is the intent of the applicant to own the entire development and not further subdivide; however, if subdivision occurs, the minimum lot size is 4,000 Sq. Ft.

V. Lighting Plan

A lighting plan will be developed with each phase that is consistent with S 9.6.4.C. Site Lighting.

VI. Off-Street Parking

Off-street parking will meet all dimensional requirements as outlined in Art. 9.3. The concept plan is based upon a walking distance village concept that encourages shared parking. The applicant requests that an overall parking ratio for all uses be established at 1 space for 300 Sq. Ft. of all non-residential, and 1.5 spaces for the standard 2 bedroom dwelling unit. Restaurant use will require one space per 150 sq. ft. of seating area, plus one space per employee. Provisions will be made for peak use times and special events on adjacent grass areas.

VII. Tree Survey

The property is substantially open fields void of trees that would require survey location. Trees existing on the property area are generally included in buffer areas along Seabrook Island Road (50' on the South and 30' on the North) and the Kiawah Island Parkway (100')

VIII. Screening/Buffer Areas

Proper screening of uses as required will be identified on detailed site plans for each phase. Landscaping will meet or exceed Charleston County planting requirements at time the site is developed.

IX. Fences and Walls

If included in future development, fences and walls will be so indicated, and will meet existing criteria.

X. Streets

It is intent of the applicant to design, construct, and maintain all roadway and drainage improvements privately. Detailed drawings of the proposed improvements will be prepared and advanced to Charleston County for record purposes.

XI. Phasing

It is the intent of the applicant to phase the proposed development over a 12-15 year period. Phases would generally be in segments of 20-50 Dwelling Units and 100,000 to 150,000 Sq. Ft. of retail sales/services, and offices. Three to four primary phases are anticipated.

XII. Signs

The graphic system will meet the requirements of Art. 9.11, with exceptions noted.

SECTION 5
GENERAL DEVELOPMENT COMMITMENTS

The Developer agrees, on behalf of itself, its successors and assigns, to the following commitments as part of the development of the Freshfields Retail Village:

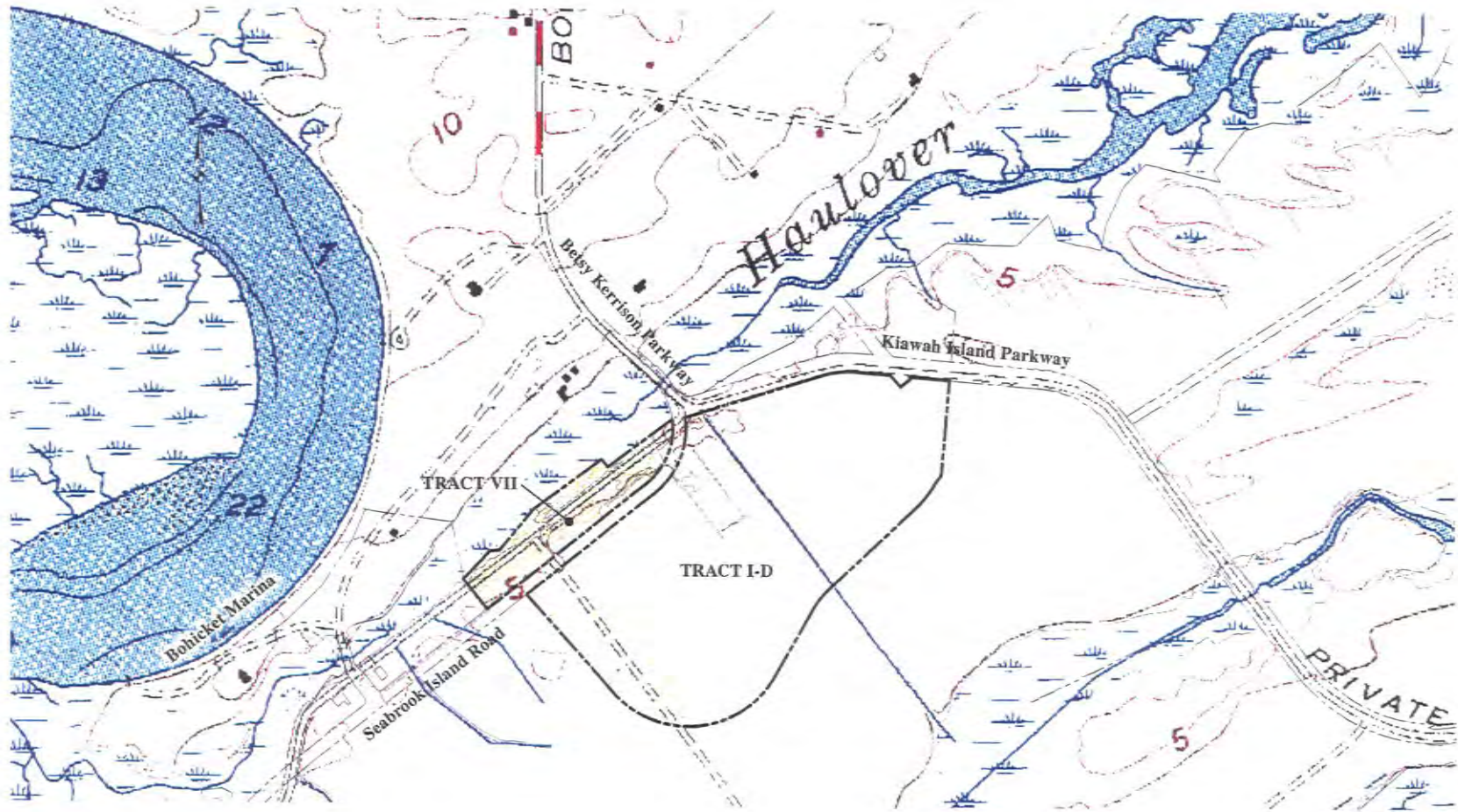
- To act in good faith to implement the plan as described herein.
- To institute architectural restrictions and covenants ensuring quality development and augmenting governmental regulations.
- To establish the legal framework for one or more associations or some other appropriate organization to assume responsibility for any "common area" and community supported areas such as parks, wooded preserves, bike trails, private roads, etc.
- To employ high standards of planning, design, and management in all phases of development.
- To evaluate all express conditions adopted as part of this application, and if they are accepted, to faithfully abide by them.

SECTION 6
DEFINITIONS AND ABBREVIATIONS

In this Agreement, unless the word or phase is non-capitalized:

- (a) "Agreement" means this Planned Development District Application, including the recitals and exhibits attached hereto.
- (b) "ARB" means the architectural review board appointed by the Developer that will be established under a binding declaration of covenants, conditions, and restrictions imposed on the Real Property.
- (c) "Comprehensive Plan" means the master plan for the County including the official map, adopted pursuant to S.C. Code § 6-29-310 et seq.
- (d) "County" is Charleston County, South Carolina, a local governmental entity organized and existing under the laws of South Carolina.
- (e) "Density" means the number of Dwelling Units per acre. Parcel Density equals the number of Dwelling Units divided by the gross acreage above DHEC-OCRM's critical line, including fresh water Wetlands and Water Bodies. In locations where the Property Owner has created new fresh water Water Bodies or Wetlands, the calculation of Parcel Density shall include newly created lagoon acreage in determining gross acreage.
- (f) "Developer" means Kiawah Development Partners, Inc., Kiawah Resort Associates, L.P., (or any one of them) and their successors in interest or successors in title and/or assigns.
- (g) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, development refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit generality of this item.
- (h) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.
- (i) "Dwelling Unit" has the same meaning as "Dwelling" in the County Zoning and Land Development Regulations Ordinance as modified by Exhibit H.
- (j) "Guest Lodging" means a room, suite, or cottage designed for occupancy as a single unit. Ancillary uses shall include meeting rooms, break rooms, dining areas and other similar spaces in support of the primary use of Guest Lodge.

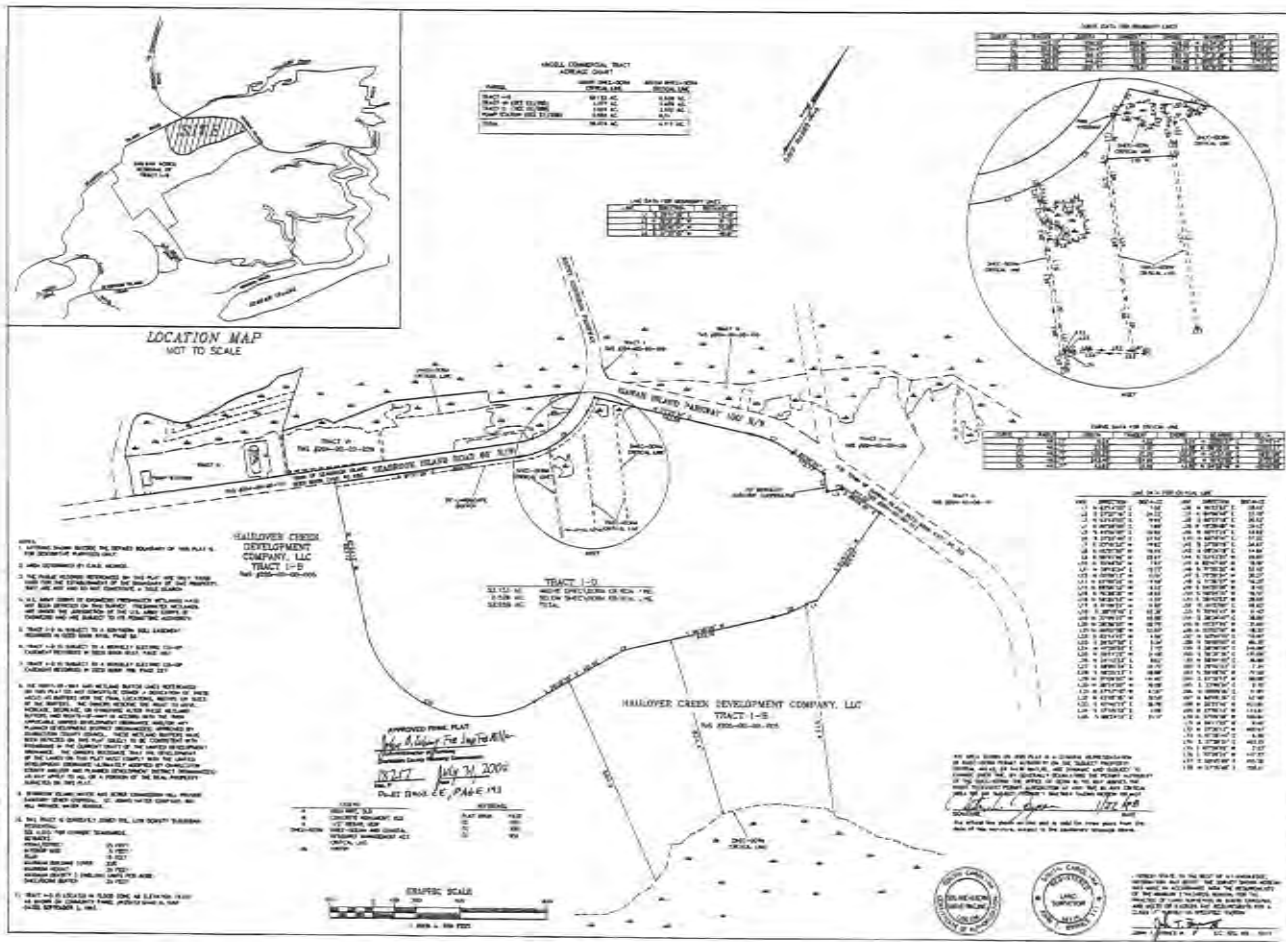
- (k) "Lot" means Development Parcel identified in a Subdivision Plat recorded in the Charleston County RMC office.
- (l) "Open Areas" means areas of Pervious Cover and includes, but is not limited to, yards, vegetated areas, lagoons, lakes, Wetlands, and Water Bodies.
- (m) "Parties" are the Developer and Charleston County.
- (n) "Parcel" means any of those tracts of the Real Property that are located in the approximate areas identified on the Master Plan.
- (o) "Pervious Cover" Means land which permits the absorption of stormwater into the ground. This may include walkways and driveways, which are pervious to stormwater.
- (p) "Project" is the Development that has occurred and will occur on the Real Property.
- (q) "Project Cap" means the total number of Dwelling Units on the Real Property shall not exceed 200, the commercial uses shall not exceed 480,000 sq. ft., and hotel rooms shall not exceed 100 rooms.
- (r) "Real Property" is the real property described in Section 2.03 and includes any improvements or structures customarily regarded as part of real property.
- (s) "Setback" means and refers to the minimum distance to the nearest adjacent property line, street, or right-of-way.
- (t) "Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by yards or open space.
- (u) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the County's Zoning and Land Development Regulations Ordinance as modified by Exhibit H.
- (v) "Water Bodies" means property determined to be under water no less than eleven (11) months of the year and under such standing water for a continuous period of no less than nine (9) months of the year.
- (w) "Wetlands" means those properties with elevations below the mean high water line, and properties within a pond, lagoon, or other Water Bodies.
- (x) "Zoning Board of Adjustment" or "ZBA" means the duly appointed Zoning Board of Adjustment for the County.



Atlantic Partners, LLC	
211 King Street, Suite 300 Charleston, SC 29401	
November 2001	

LOCATION MAP





1. TITLE	2. DATE
3. DRAWN BY	4. CHECKED BY
5. SCALE	6. SHEET NO.
7. TOTAL SHEETS	8. TOTAL SHEETS

Southwestern Surveying, Inc.
 117 Regency Drive, Suite 102
 Charleston, SC 29405
 (803) 782-8200 FAX (803) 782-8207



A SUBDIVISION PLAT OF
TRACT 1-D
 OWNED BY HALLOVER CREEK DEVELOPMENT COMPANY, LLC
 LOCATED ON SHARON ISLAND
 CHARLESTON COUNTY, SOUTH CAROLINA

DATE: JULY 21, 2006
DRAWN BY: J. S. S. S.
CHECKED BY: J. S. S. S.
SCALE: AS SHOWN
SHEET 1 OF 1

Atlantic Partners, LLC
 211 King Street, Suite 300
 Charleston, SC 29401

1 Acre
 November 2001

SURVEY OF REAL PROPERTY



STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that HAULOVER CREEK DEVELOPMENT COMPANY, LLC, (the "Grantor") for and in consideration of the sum of Ten and 00/100 DOLLARS (\$10.00) and other valuable consideration, to it in hand paid at and before the sealing of these presents by ATLANTIC PARTNERS, LLC, (the "Grantee"), in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, have remised, released and forever quit claimed, and by these presents do remise, release and forever quit claim unto the said Grantee, the following described property, to-wit:

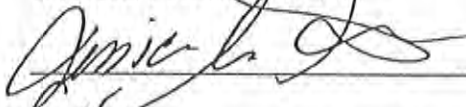
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever so that neither the said Grantor, its successors and assigns, nor any other person or persons, claiming under it shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

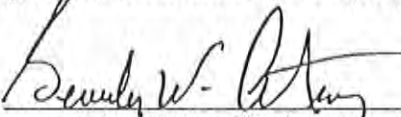
IN WITNESS WHEREOF, HAULOVER CREEK DEVELOPMENT COMPANY, LLC, has caused these presents to be executed in its name by its Manager thereunto duly authorized, and its seal to be hereunto affixed, this 20th day of December, in the year of our Lord Two Thousand, and in the Two Hundred and Twenty-Fifth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Cheryl K. Toy

HAULOVER CREEK DEVELOPMENT
COMPANY, LLC, (SEAL)
a Virginia limited liability company

BY: 

Beverley W. Armstrong
Its Manager

STATE OF VIRGINIA

)

ACKNOWLEDGMENT

)

COUNTY OF RICHMOND

)

The foregoing instrument was acknowledged before me by **Haulover Creek Development Company, LLC**, a ~~Virginia limited liability company~~, by Beverley W. Armstrong, its Manager, this 20th day of December, 2000.

Charles K. Toy (SEAL)
Notary Public for ~~South Carolina~~ Virginia
My Commission Expires: 5/31/03

Exhibit "A"
Property Description

(Tract I-D)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, County of Charleston, State aforesaid, containing 52.659 acres, more or less, and shown and designated as "Tract I-D" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACT I-D OWNED BY HAULOVER CREEK DEVELOPMENT COMPANY, LLC, LOCATED ON SEABROOK ISLAND CHARLESTON COUNTY, SOUTH CAROLINA" dated June 22, 1999, having latest revision date of July 13, 2000, and recorded August 2, 2000, in Plat Book EE, at Page 193 the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Being a portion of the property conveyed to Haulover Creek Development Company, LLC, by deed of East Seabrook Limited Partnership, a South Carolina limited partnership, dated February 2, 1998, and recorded February 3, 1998, in Book U-296, Page 859 in the RMC Office for Charleston County.

Portion of TMS # 205-00-00-005

Grantee's Address:

211 King Street, Suite 300
Charleston, South Carolina 29401

EXHIBIT "B"
Permitted Encumbrances

1. Taxes for the year 2001 and all subsequent years, a lien but not yet due and payable.
2. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law, or by SC Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
3. Notes and conditions appearing on plat entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded simultaneously herewith in the RMC Office for Charleston County, S.C.
4. No assurance is made as to the exact amount of acreage contained in the property described herein.
5. Title to that portion of the property which is or may be filled-in land, or which is or has been under water, or which lies below the mean high water mark of abutting tidal waters.
6. Roll-back taxes as provided under Title 12, S.C. Code of Laws, as amended, including Section 12-43-220 and others.
7. Unrecorded Sewer Utility Agreement by and between East Seabrook Limited Partnership, a Texas Limited Partnership, and Heater of Seabrook, Inc., dated October 4, 1990.
8. Title to that portion of the property within the bounds of roads created by the following documents:
 - a) "Deed to Right-of-Way" from Marie A. Hamilton, Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 7 in the RMC Office for Charleston County, S.C.
 - b) "Deed To Right-of-Way" from John E. Andell, Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 8 in the RMC Office for Charleston County.
 - c) "Deed to Right-of-Way" from Marguerite Andell, Marguerite H. Beckett (also known as Margaret H. Beckett), Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 9 in the RMC Office for Charleston County.
9. Easement to Berkeley Electric Cooperative, Inc., dated July 7, 1972, and recorded July 25, 1972, in Book T-99, at Page 227 in the RMC Office for Charleston County.

10. Covenants, restrictions and limitations as contained in that certain deed from Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Andell Development Limited Partnership dated January 26, 1989, and recorded January 27, 1989, in Book L-181, at Page 846 in the RMC Office for Charleston County.
11. Unrecorded Second Post Closing Agreement relating to obligations in connection with provisions of water and sewer by and between Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow and Andell Development Limited Partnership dated January 26, 1989.

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

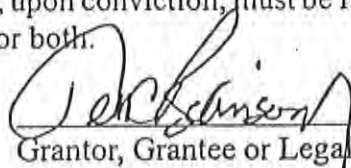
1. I have read the information on this Affidavit and I understand such information. BK W360PG2
2. The property being transferred by Haulover Creek Development Company, LLC, to Atlantic Partners, L.P. on Dec. 20, 2000.
3. Check one of the following: *The DEED is*
 - (a) ___ subject to the deed recording 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) x EXEMPT from the deed recording fee because (exemption # 12)
Explanation if required Quit-Claim Deed

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

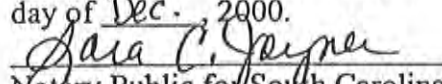
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in amount of _____.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property 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) _____ the amount listed in item 4 above
 - (b) 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) _____ subtract line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

8. I understand that a person required to furnish this affidavit who wilfully 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.



Grantor, Grantee or Legal Representative

Sworn to before me this 21st
day of Dec., 2000.


Notary Public for South Carolina
My Commission Expires: 10-31-2001

Nexsen Pruet Jacobs Pollard & Robinson
POST OFFICE BOX 486
CHARLESTON, SOUTH CAROLINA 29402

W360PG212

FILED

W360-206

2000 DEC 21 PM 4:06

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED
SAC *lmy*
DTB *12-29-00*

17-00
~~EXEMPT~~
17-00

Al
sd

OK'd
S.J.

RECEIVED FROM RMC
DEC 29 2000
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

Exhibit "A"
Property Description
(Tract VI)

BK U296PG849

All that certain piece, parcel or tract of land situate, lying and being in the Town of Seabrook Island, County of Charleston, State aforesaid, totalling 15.554 acres above the mean high water line of said tract, containing 12.054 acres above DHEC-OCRM Critical Line, more or less, and 3.500 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract VI" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-107

-ALSO CONVEYING-
(Tract VII)

All that certain piece, parcel or tract of land situate, lying and being in the County of Charleston, State aforesaid, totalling 6.766 acres above the mean high water line of said tract, containing 4.277 acres above DHEC-OCRM Critical Line, more or less, and 2.489 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract VII" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-029

-ALSO CONVEYING-
(Tract VIII)

All that certain piece, parcel or tract of land situate, lying and being in the Town of Seabrook Island, County of Charleston, State aforesaid, totalling 1.696 acres above the mean high water line of said tract, containing 0.365 acres above DHEC-OCRM Critical Line, more or less, and 1.331 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract VIII" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-108

-ALSO CONVEYING-
(Tract IX)

All that certain piece, parcel or tract of land situate, lying and being in the County of Charleston, State aforesaid, totalling 2.192 acres above the mean high water line of said tract, containing 0.563 acres above DHEC-OCRM Critical Line, more or less, and 1.629 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract IX" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-110

-ALSO CONVEYING-
(Tract X)

All that certain piece, parcel or tract of land situate, lying and being in the County of Charleston, State aforesaid, totalling 0.029 acres above the mean high water line of said tract, containing 0.029 acres above DHEC-OCRM Critical Line, more or less, and 0.000 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract X" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-109

All being a portion of the property conveyed to Andell Development Limited Partnership by deed of Margaret Hamilton Beckett, Dorothy Hamilton McKee (also known as Dorothy H. McKee), and Elizabeth H. Stringfellow (formerly Elizabeth Thompson Hamilton) dated January 26, 1989, and recorded January 27, 1989, in Book L-181, Page 846 in the RMC Office for Charleston County.

-ALSO CONVEYING-
(Tract C)

All that certain piece, parcel or tract of land situate, lying and being in the Town of Seabrook Island, County of Charleston, State aforesaid, totalling 1.805 acres above the mean high water line of said tract, containing 1.688 acres above DHEC-OCRM Critical Line, more or less, and 0.117 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract C" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-035

Being a portion of the property conveyed to East Seabrook Limited Partnership by deed of conveyance of Bohicket Creek Investors Limited Partnership dated December 21, 1990, and recorded February 15, 1991, in Book M-200, Page 51 in the RMC Office for Charleston County.

-ALSO CONVEYING-
(Tract D)

All that certain piece, parcel or tract of land situate, lying and being in the Town of Seabrook Island, County of Charleston, State aforesaid, totalling 6.106 acres above the mean high water line of said tract, containing 3.004 acres above DHEC-OCRM Critical Line, more or less, and 3.102 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "Tract D" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-030

Being a portion of the property conveyed to East Seabrook Limited Partnership by deed of conveyance of Bohicket Creek Investors Limited Partnership dated December 21, 1990, and recorded February 15, 1991, in Book M-200, Page 51 in the RMC Office for Charleston County.

-ALSO CONVEYING-
(Pump Station Site)

All that certain piece, parcel or tract of land situate, lying and being in the Town of Seabrook Island, County of Charleston, State aforesaid, totalling 0.060 acres, containing 0.060 acres above DHEC-OCRM Critical Line, more or less, and 0.000 acres below DHEC-OCRM Critical Line, more or less, and shown and designated as "PUMP STATION" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded in Plat Book EC, at Pages 285-288, in the RMC Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS # 204-00-00-028

Being a portion of the property conveyed to East Seabrook Limited Partnership by deed of Bohicket Creek Investors Limited Partnership dated December 21, 1990, and recorded February 15, 1991, in Book M-200, Page 51 in the RMC Office for Charleston County, and by Quit-Claim Deed of Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow dated January 26, 1989, and recorded January 27, 1989, in Book L-181, Page 858 in the RMC Office for Charleston County.

EX U296PG853

Address of Grantee:
Post Office Box 12001
Charleston, South Carolina 29422

AS TO ALL PARCELS:

1. Taxes for the year 1998 and all subsequent years, a lien but not yet due and payable.
2. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law, or by SC Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
3. No assurance is given as to the exact amount of acreage contained in the property described herein.
4. Title to that portion of the property which is or may be filled-in land, or which is or has been under water, or which lies below the mean high water mark of abutting tidal waters.
5. Roll-back taxes as provided under Title 12, S.C. Code of Laws, as amended, including Section 12-43-220 and others.
6. Easement to Berkeley Electric Cooperative, Inc., dated July 7, 1972, and recorded July 25, 1972, in Book T-99, at Page 227 in the RMC Office for Charleston County.
7. Notes and conditions appearing on that certain plat entitled "A SUBDIVISION PLAT OF TRACTS I-A, I-B, I-C, II, III, III-A, IV THRU X, C, D AND A PUMP STATION OWNED BY EAST SEABROOK LIMITED PARTNERSHIP LOCATED IN THE TOWN OF SEABROOK ISLAND AND CHARLESTON COUNTY CHARLESTON COUNTY, SOUTH CAROLINA" dated January 2, 1998, last revised January 20, 1998, and recorded simultaneously herewith in the RMC Office for Charleston County, S.C.

ADDITIONAL EXCEPTIONS AS TO TRACTS VI - X

8. Unrecorded Sewer Utility Agreement by and between East Seabrook Limited Partnership, a Texas Limited Partnership, and Heater of Seabrook, Inc., dated October 4, 1990.
9. Title to that portion of the property within the bounds of roads created by the following documents:
 - a) "Deed to Right-of-Way" from Marie A. Hamilton, Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 7 in the RMC Office for Charleston County, S.C.
 - b) "Deed To Right-of-Way" from John E. Andell, Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 8 in the RMC Office for Charleston County.

- c) "Deed to Right-of-Way" from Marguerite Andell, Marguerite H. Beckett (also known as Margaret H. Beckett), Dorothy H. McKee and Elizabeth H. Stringfellow to Charleston County dated March 28, 1949, and recorded November 19, 1949, in Book J-51, at Page 9 in the RMC Office for Charleston County.
10. Grant of Easement dated December 19, 1974, from Margaret Hamilton Beckett, et al., to Coastal Shores, Inc., recorded April 9, 1975, in Book M-106 at Page 232 in the RMC Office for Charleston County; said easement(s) are shown as two forty (40') foot drainage easements abutting the Kiawah Island Parkway on that certain plat by Southeastern Surveying, Inc., dated November 9, 1988, last revised January 16, 1989, and entitled "A Plat of Tracts I Thru X Containing a Total of 1053.784 Acres and a 24.106 Ac. Outparcel Owned by Heirs of Margaretha Andell Tracts I Thru X About to be Conveyed to Andell Development Limited Partnership Located on Seabrook Island, Charleston County, S.C.," recorded in Plat Book BU, at Pages 93-96. (As to Tract VII).
 11. Covenants, restrictions and limitations as contained in that certain deed from Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow to Andell Development Limited Partnership dated January 26, 1989, and recorded January 27, 1989, in Book L-181, at Page 846 in the RMC Office for Charleston County.
 12. Unrecorded Agreement by and between Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow and the Seabrook Island Company dated August 15, 1980 and attached as Exhibit D to that certain deed recorded October 2, 1985 in Book E-149 at Page 10 in aforesaid RMC office. (AS TO TRACT VII ONLY)
 13. Unrecorded Second Post Closing Agreement relating to obligations in connection with provisions of water and sewer by and between Margaret H. Beckett, Dorothy H. McKee and Elizabeth H. Stringfellow and Andell Development Limited Partnership dated January 26, 1989.
 14. Title to that portion of the premises lying within the bounds of Betsy Kerrison Parkway. (APPLIES TO TRACT X ONLY)

ADDITIONAL EXCEPTIONS AS TO TRACTS C AND D ONLY:

17. Right-of-Way Easement granted to Berkeley Electric Cooperative, Inc. by Andell Bluff Associates by instrument dated August 1, 1986 and recorded in Book B-157 at page 497 in aforesaid RMC office.
18. Right-of-Way Easement granted to Southern Bell Telephone and Telegraph Company by Andell Bluff Associates, a Limited Partnership dated July 31, 1981 and recorded in Book R-126 at Page 89 in aforesaid RMC office.
20. Rights of the public in and to the drainage easements by virtue of the dedication of said drainage easements executed by William C. Whitner on that certain plat by E.M. Seabrook, Jr. dated November 13, 1981 and recorded in Plat Book AU at page 62 in aforesaid RMC office.

21. Specific easements shown on the following plats of record as follows:

Plat Book AU, Page 62:

- a. 2 sixty (60') foot drainage easements as located on Tract D
 - b. 1 thirty (30') foot utility easement as located on Tract D
22. Restrictive Covenant entered into between Bohicket Creek Investors Limited Partnership and Food Lion, Inc., a North Carolina corporation dated January 9, 1991 and recorded January 22, 1991 in Book X-199 at Page 33 in aforesaid RMC office. (AS TO TRACT D ONLY)
23. Parking Easement Agreement by and between Bohicket Creek Investors Limited Partnership and East Seabrook Limited Partnership dated December 21, 1990 and recorded February 15, 1991 in Book M-200 at Page 754 in aforesaid RMC office. (AS TO TRACT D ONLY)
24. Memorandum of Ground Lease by and between Bohicket Creek Investors Limited Partnership, a Delaware Limited Partnership and Southern National Bank of South Carolina effective as of July 9, 1990 and recorded September 26, 1990 in Book Y-196 at Page 236 in aforesaid RMC office. (AS TO TRACT C ONLY)
25. Easement from Bohicket Creek Investors Limited Partnership, (a Delaware Limited Partnership) to Southern National Bank of South Carolina dated September 19, 1990 and recorded in Book Y-196 at Page 225 in aforesaid RMC office. (AS TO TRACT C ONLY)
26. Unrecorded Ground Lease between East Seabrook Limited Partnership and NCNB National Bank of South Carolina n/k/a NationsBank, N.A. dated December 10, 1991.

ADDITIONAL EXCEPTIONS AS TO PUMP STATION SITE:

27. Lease Agreement between East Seabrook Limited Partnership and Seabrook Utilities Corp. recorded in Book P-119, Page 86, as amended by amendment recorded in Book D-172, Page 152, said lease being assigned to Utilities Services, Inc., by instrument recorded in Book E-149, Page 61.

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 by East Seabrook Limited Partnership to Atlantic Partners, LLC, February 2, 1998.
3. Check one of the following: *The DEED is*
 - (a) 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 (exemption # _____)
Explanation if required _____ (If exempt please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,500,000.00.
 - (b) The fee is computed on the fair market value of the realty which is \$_____.
 - (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 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) 2,500,000.00 the amount listed in item 4 above
 - (b) 0.00 the amount listed in item 5 above (no amount plus zero)
 - (c) 2,500,000.00 subtract line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney.
8. I understand that a person required to furnish this affidavit who wilfully 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.

Matthew J. Nator
Grantor, Grantee or Legal Representative

Sworn to before me this 2nd
day of Feb., 1998.
Dana C. Guyre
Notary Public for South Carolina
My Commission Expires: 10-31-2001

Nextday Print & Copy Service
Robinson
CHARLESTON

BK U296PG858
FILED

U296-847
98 FEB -3 PM 4:49
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	17.00
...	6500.0
...	2750.0
...	9267.0

Cfb 5
LW

PID VERIFIED	
ASSR	<u>Yes</u>
DTD	<u>2-5-98</u>

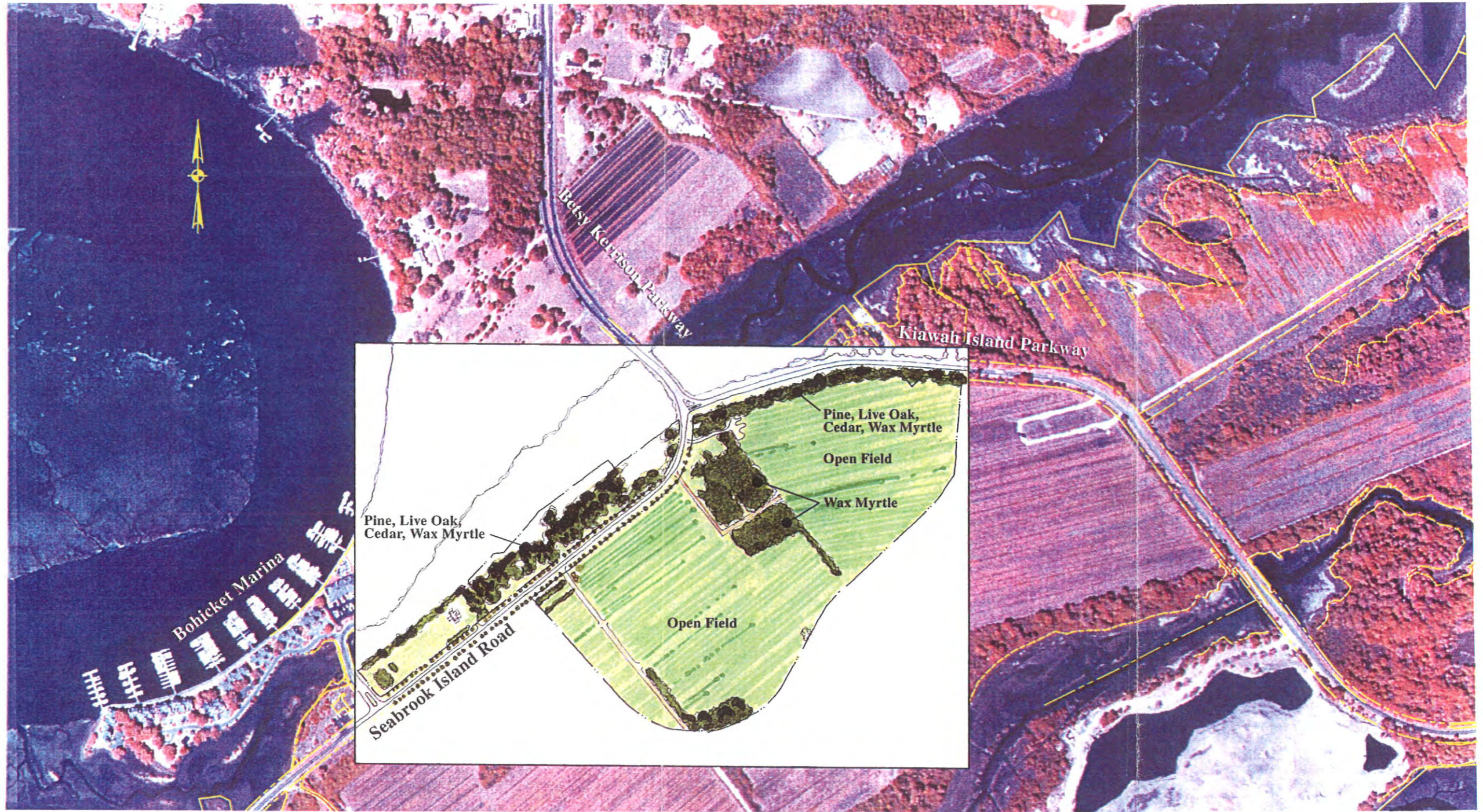
Recorded this 3 day of FEB
On Property Record Card
Reggie A. Masley
Auditor Charleston County



	<p>Atlantic Partners, LLC</p> <p>211 King Street, Suite 300 Charleston, SC 29401</p> <p>November 2001</p>
<p>1 Acre</p> <p>0 200 400 800 1200</p> <p>0 5 Minute Walk</p>	

AERIAL PHOTOGRAPHY





	Atlantic Partners, LLC 211 King Street, Suite 300 Charleston, SC 29401 November 2001
	1 Acre

NATURAL FEATURES





Atlantic Partners, LLC
 211 King Street, Suite 300
 Charleston, SC 29401

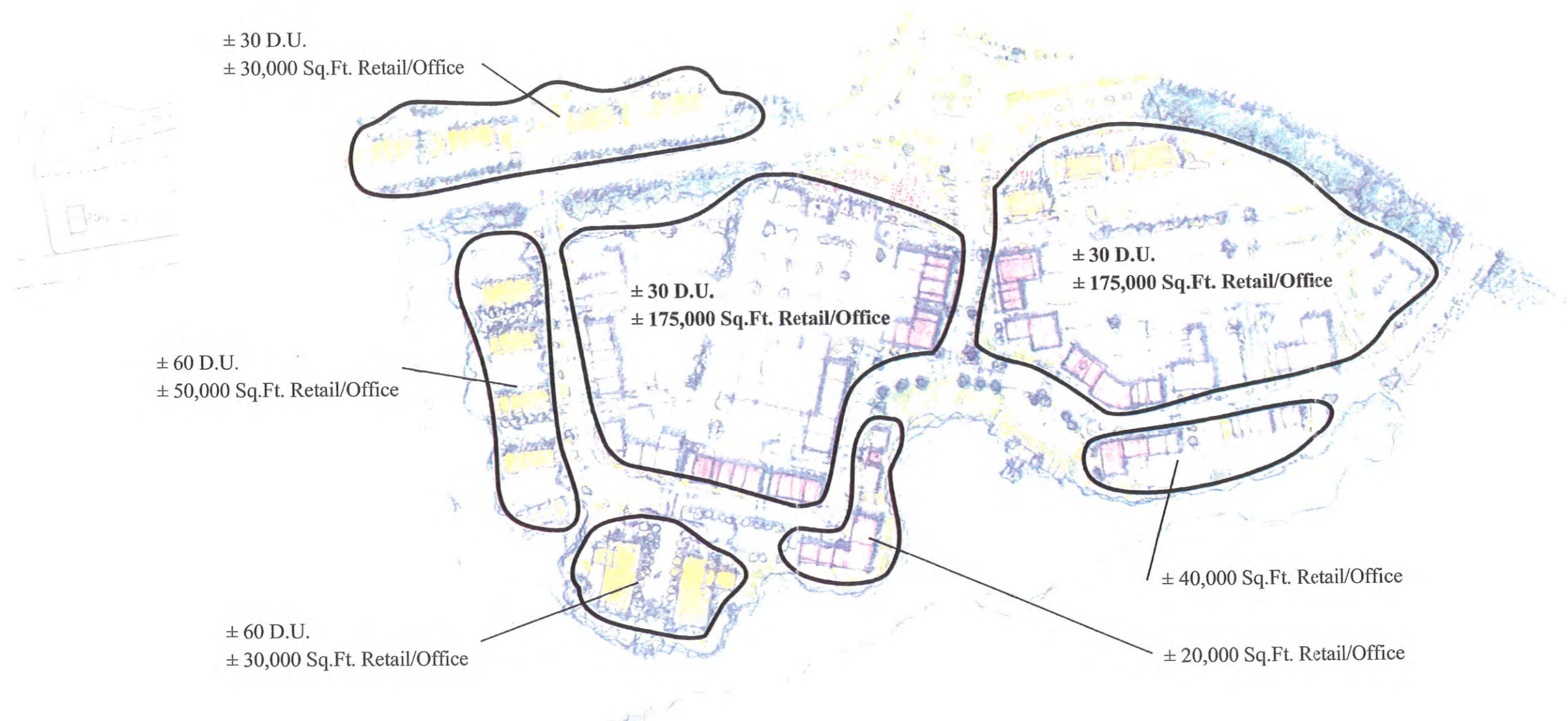
1 Acre

November 2001

0 100 200 400 600
 2.5 Minute Walk

MASTER LAND USE PLAN

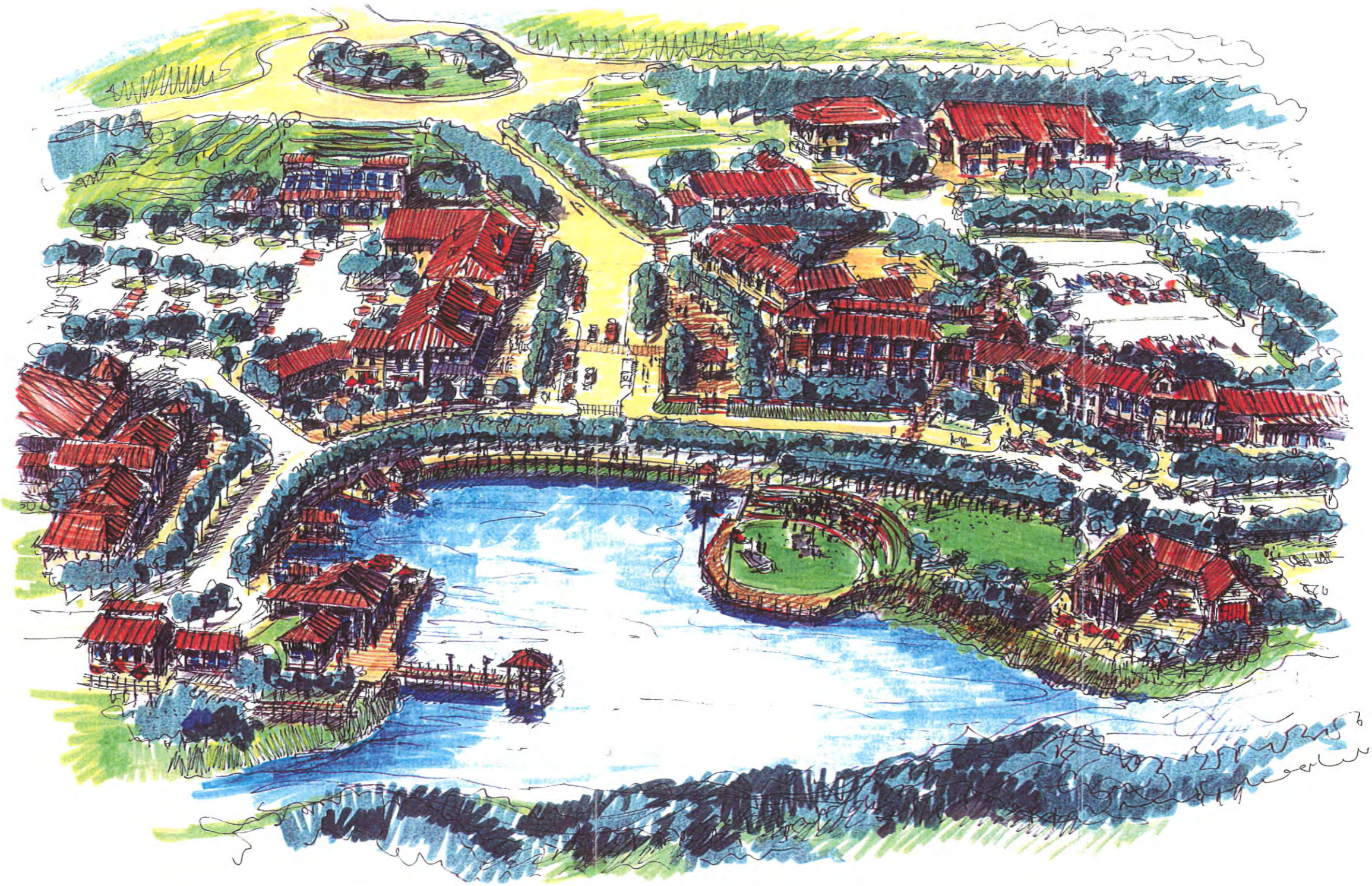





	Atlantic Partners, LLC 211 King Street, Suite 300 Charleston, SC 29401 November 2001
	1 Acre

MASTER LAND USE PLAN

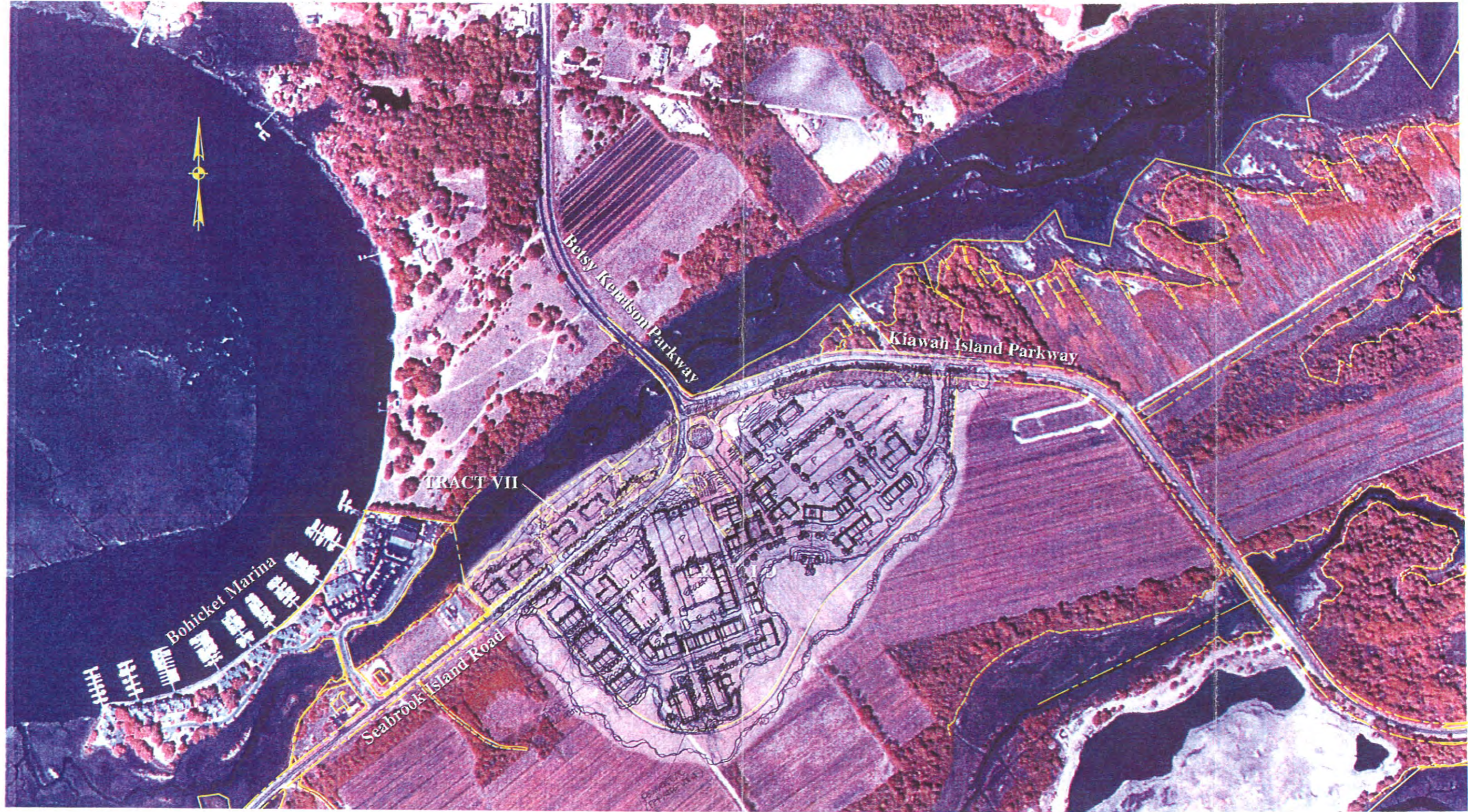




	Atlantic Partners, LLC 211 King Street, Suite 300 Charleston, SC 29401
1 Acre	November 2001
0 100 200 400 600	
0 2.5 Minute Walk	

MASTER LAND USE PLAN





	Atlantic Partners, LLC 211 King Street, Suite 300 Charleston, SC 29401 November 2001

AERIAL PHOTOGRAPHY



TRAFFIC IMPACT STUDY FOR PLANNED ANDELL COMMERCIAL
VILLAGE AT KIAWAH ISLAND PARKWAY/SEABROOK ISLAND ROAD/
BETSY KERRISON PARKWAY

PREPARED FOR: KIAWAH RESORT ASSOCIATES, L.P.

PREPARED BY: TRANSPORTATION PLANNERS-ENGINEERS, INC.
JACKSONVILLE, FLORIDA
TPE JOB NO. 01-1756

DATE; OCTOBER 29, 2001

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TRAFFIC IMPACT STUDY FOR PLANNED ANDELL COMMERCIAL
VILLAGE AT KIAWAH ISLAND PARKWAY/SEABROOK ISLAND ROAD/
AND BETSY KERRISON PARKWAY

Introduction

Transportation Planners - Engineers, Inc. (TPE), Jacksonville, Florida were retained to conduct a traffic engineering study and develop the traffic impact study for the planned Andell Commercial Village near Kiawah Island and Seabrook Island at the southside of Johns Island. Figure 1 shows the general location of the 60 acre development site. It is at the south quadrant of the existing intersection of Kiawah Island Parkway, Seabrook Island Road, and Betsy Kerrison Parkway.

Existing Study Area Roads and Traffic Trends

Figure 2 shows 24-hour traffic and PM peak hour traffic on study area roadways. The peak season 24-hour traffic on the three major roadways which will provide direct access to the Andell Commercial Village are 10,000 vehicles for Kiawah Island Parkway, 7,000 vehicles for Seabrook Island Road, and 14,000 vehicles for Betsy Kerrison Parkway. Both Kiawah Island Parkway and Seabrook Island Road are 2-lane, undivided roadways, while Betsy Kerrison Parkway is a 4-lane, divided highway.

PM peak hour traffic during the peak season (June - August) averages about 918 vehicles on Kiawah Island Parkway, 632 vehicles on Seabrook Island Road, and 1,270 vehicles on Betsy Kerrison Parkway. PM peak hour level of service (L.O.S.) for these roadways is "B", "A" and "A", respectively during the peak season period. Figure 3 shows TPE's June 28, 2001 manual traffic count at the intersection of these three roadways at the planned development site.

Planned Andell Commercial Village Development
and Traffic Generation

Table 1 shows the planned Phase 1 development comprising 150,000 gross square feet of commercial land uses including a grocery food store, general offices, medical office, general retail shops, specialty shops, drug store, etc. Two out parcels with a convenience food/gas store and drive-thru bank and 40 condo rental units are also planned.

In total, this Phase 1 development is expected to generate about 6,061 inbound and 6,061 outbound vehicle trips on an average weekday during the peak season and about 60% of this demand during the off-season months. For the most critical PM peak hour time, there will be an average of 582 inbound and 608 outbound vehicle trips generated by Andell.

Not all of these vehicle trips will be "new" traffic. Some will be internal trips within the development and others will be traffic already on the adjacent roadways but will be "passby or diverted" trips to and from the various land uses within the development.

Using the Institute of Transportation Engineers 1997 Trip Generation Manual and the October 1998 I.T.E. Trip Generation Handbook, the internal and passby/diverted traffic was estimated. The final "new" traffic added to the local roadways is shown on Table 1. For example, during the PM peak hour, there will be 308 inbound trips and 325 outbound trips at the three planned access locations.

Figure 4 shows TPE's estimate of Year 2003 PM peak hour traffic at the planned "roundabout" intersection of Kiawah Island Parkway/Seabrook Island Road/Betsy Kerrison Parkway. This estimate was based upon TPE's June 28, 2001 traffic count at the intersection (Figure 3) and the assumption that PM peak hour traffic would increase by 10% to Year 2003.

Figure 5 shows the Phase 1 Andell Commercial Village PM peak hour traffic and the total traffic on the three study area roadways. Passby/diverted traffic was determined from the Year 2003 traffic as shown on Figure 4, and the Andell "new" 2003 traffic was added based upon the following estimated distribution for the new (added) traffic:

A)Kiawah Island	50%
B)Seabrook Island	33%
C)Johns Island	17%
	<u>100%</u>

For example, of the total 308 inbound and 325 outbound "new" trips generated by Andell, 154 inbound trips came from Kiawah Island and 162 outbound trips went to Kiawah Island.

Table 4 shows the 24-hour and PM peak hour traffic on the three study area roadways for Year 2001 and Year 2003 without and with the Andell Commercial Village Phase 1 development. Table 5 also shows the PM peak hour traffic by direction for each roadway for Year 2001 and 2003 with and without Andell compared to the peak hour two-way service volume capacity for each.

The Peak and Off-peak season traffic estimates are given also. All roadways will have good level of service in Year 2003 with the Andell development.

Andell Commercial Village - Phase 2 Development And Traffic Generation (Year 2013)

Table 2 shows the traffic generation of Andell up to 450,000 gross square feet of commercial land uses with the Phase 1 outparcels and 40 condo units plus an additional 210 condo units and a 100 room hotel. During the PM peak hour, there will be 636 inbound and 667 outbound new vehicle trips at the three site access locations. The 292 inbound and 308 outbound passby/diverted traffic was determined based upon the expected traffic without the Andell development in Year 2013.

Figure 6 shows the Year 2013 PM peak hour traffic on the study area roadways. This Year 2013 traffic was estimated based upon the Year 2003 traffic with no Andell development plus a 30% increase (about 3% per year average for the ten years).

The "new" traffic generated by the Andell development was determined based upon the following study area (market area) dwelling units at peak season:

- A) Kiawah Island Parkway (Kiawah Island 5,689 units, V.I.T. - East development 250 units, KRA-Cassique development 520 units - Total 6,459 units) 41.5%

B) Seabrook Island Road (Seabrook Island 3,000 units, V.I.T. - West development 530 units - Total 3,530 units) 22.7%

C) Betsy Kerrison Parkway (Mullet Hall 1,090 units, Hope Plantation 482 units, Johns Island 4,000 units - Total 5,575 units) 35.8%

Figure 7 shows the estimated PM peak hour traffic along the roadways and at the Andell access locations for Year 2013 assuming 450,000 gross square feet of commercial land uses and other uses as shown on Table 2. At the Kiawah Island Parkway access there will be 387 left turns from the Parkway and 346 right turns to the Parkway related to Andell. At the Seabrook Island Road access, there will be 210 right turns inbound and 222 left turns outbound during the PM peak hour. The demand from and to Betsy Kerrison Parkway is expected to be 281 inbound and 347 outbound as shown.

Table 3 and Figure 8 show the estimated traffic generation of the Andell Commercial Village if it is developed to 600,000 gross square feet with two out parcels and the 250 condo units and 100-room hotel. At the Kiawah Island Parkway, the anticipated 452 lefts from the Parkway will oppose 485 eastbound through trips. The average vehicle gap time (time between vehicles approaching from the west opposing the left turn traffic) will be 7.4 seconds. The average time to accelerate from a stopped condition in the planned separate left-turn lane on the Kiawah Island Parkway and cross over the single eastbound lane completely will be between 2.5-3.5 seconds. The average distance between the 485 eastbound vehicles during the PM peak hour will be about 488 feet (7.4 seconds x 66 feet per second). Hence, an average of 2-3 vehicles can turn left between the opposing westbound vehicles in order to travel into the Andell development on the Kiawah Island Parkway. This potential number of left turns (970 to 1,455) is much more than the expected 452 left turns. Hence, no traffic signal or other traffic control device will be required to handle the left-turn traffic. The opposing westbound traffic is fairly low (485 vehicles) and the left-turns can be made safely from the planned left-turn lane without traffic control.

In order to make sure that there will be no traffic safety concern at the Kiawah Island Parkway access, there will be no left turn outbound traffic at this location. The demand for this movement will be minor and it can be made from the main entrance (Roundabout).

Tables 4 and 5 show the Year 2013 traffic estimates with and without the Andell Commercial Village for the 450,000 square feet and 600,000 square feet plans. Table 5 shows the expected PM peak hour level of service for each study area roadway for each assumption. All roadways will have L.O.S. "A", "B" or "C" except for the Kiawah Island Parkway in Year 2013 with the 600,000 gross square foot development plan. The peak season PM peak hour traffic on the Parkway is estimated at 1,174 westbound and 898 eastbound, or a total of 2,072 vehicles. This would be a L.O.S. "D". It is important to identify a breakdown of this estimated Year 2013 traffic based on the full build out of Andell to 600,000 gross square feet. The following breakdown is provided.

	<u>Year 2001</u>	<u>2001-2013 growth</u>	<u>added due to Andell development</u>	<u>Total</u>
Kiawah Island Parkway PM Peak Hour Traffic - Year 2013				
A) Westbound	599	256	319	1,174
B) Eastbound	319	241	338	898

Road Improvements and Andell Access Plan

Figure 9 shows the recommended access plan for the Andell development. The main entrance will be designed into the planned roundabout intersection expected to be constructed. However, if it isn't a major typical intersection design will also work. A traffic signal would ultimately be warranted if the roundabout intersection isn't constructed. The roundabout can be designed to safely accommodate the estimated peak hour traffic demands as shown on Figures 4-8.

The Kiawah Island and Seabrook Island separate access is strongly recommended in order to greatly reduce the total traffic passing through the future roundabout or other intersection layout. The following improvements for each location are given:

A) at Kiawah Island Parkway:

- 1- Construct westbound left turn lane with 50 foot taper and 350 feet for deceleration and storage and westbound bypass lane.
- 2- Construct deceleration lane and 45 foot radius for an eastbound right turn lane. This is expected to be a minor movement, however, right turns are the safest traffic movement and service vehicles and emergency vehicles can use this entrance as needed.
- 3- Construct a right-turn out lane to exit Andell with a 45 foot radius and 100 foot acceleration lane, and a left-turn lane with some acceleration area within the median westbound.

B) at Seabrook Island Road:

- 1- Construct right turn lane with 50 foot taper and 200 feet for deceleration and a 45 foot radius.
- 2- Construct westbound left-turn lane with 50 foot taper and 125 feet of storage and bypass lane.
- 3- Construct outbound left turn lane and provide some acceleration area within the median westbound to safely merge into the westbound traffic flow. Also, provide for right turn lane outbound from Andell.

C) Betsy Kerrison Parkway

- 1- Provide adequate signage prior to the intersection on the north approach to help direct drivers.

TABLE 1
ESTIMATED TRAFFIC GENERATED BY PLANNED ANDELL COMMERCIAL
VILLAGE - YEAR 2003

Land Use	ITE Code	Square feet	Estimated Weekday Traffic (1)					
			24-hour		AM Peak Hr.		PM Peak Hr.	
			IN	OUT	IN	OUT	IN	OUT
1) Shopping Center	820							
A) Food Store		35,000						
B) Restaurants(2-3)		10,000						
C) Coffee Shop, Wine & Cheese, Liquor		7,500						
D) Drug/Pharmacy		5,000						
E) Hardware/Nursery		5,000						
F) Laundry		2,500						
G) General Retail Shops		25,000						
H) General Office		33,000						
I) Medical Office		6,000						
J) Bank		4,500						
K) Other		16,500						
subtotal		150,000	4,421	4,421	124	79	394	426
			(1547)	(1547)	(43)	(28)	(138)	(149)
2) Out Parcels								
A) Convenience Food/ Gas (12 pumps)	845	2,500	976	976	60	60	80	80
			(586)	(586)	(37)	(37)	(45)	(45)
B) Drive-thru Bank	912	3,500	464	464	25	19	95	95
subtotal		6,000	(218)	(218)	(12)	(9)	(45)	(45)
3) Residential								
A) Condo-rentals	230	40 units	200	200	3	13	13	7
			(0)	(0)	(0)	(0)	(0)	(0)
Total(passby/diverted/new internal)			6,061	6,061	212	171	582	608
passby/diverted			(2,351)	(2,351)	(92)	(74)	(228)	(239)
Internal trips			506	506	9	15	46	44
new trips			3,204	3,204	111	82	308	325

- (1) Source: a) Institute of Transportation Engineers, Trip Generation Manual, 1997 and Trip Generation Handbook, 1998
b) Compiled by Transportation Planners-Engineers, Inc. Jacksonville, Fl.
TPE job no. 01-1756 July 11, 2001
(x) Pass-by trips and diverted linked trips (trips already on roads)



Transportation Planners-Engineers, Inc.

TRAFFIC STUDIES
 ROAD DESIGN AND ENGINEERING
 TRAFFIC ACCIDENT ANALYSES
 EMINENT DOMAIN ANALYSES

TABLE 2
 ESTIMATED TRAFFIC GENERATED BY PLANNED ANDELL COMMERCIAL
 VILLAGE AT BUILD OUT - YEAR 2013

Land Use	ITE Code	Square feet or size	Estimated Weekday Traffic (1)					
			24-hour		AM Peak Hr.		PM Peak Hr.	
			IN	OUT	IN	OUT	IN	OUT
1) Shopping Center								
A) Phase 1	820	150,000						
B) Phase 2	820	294,000						
subtotal		444,000	9,000	9,000	236	152	806	873
			(2250)	(2250)	(59)	(38)	(202)	(218) (2)
2) Out Parcels								
A) Phase 1	845/ 912	6,000	1440	1440	85	79	175	175
			(804)	(49)	(49)	(46)	(90)	(90) (2)
Total		450,000						
3) Residential								
A) Phase 1	230	40 units						
B) Phase 2	230	210 units						
subtotal		250 units	442	442	11	58	59	30
C) Hotel	330	100 rooms	411	411	30	12	17	23
Total (Passby+diverted +new+internal)			11,293	11,293	362	301	1057	1101
passby+diverted trips			(3,054)	(3,054)	(108)	(84)	(292)	(308) (2)
Internal trips			1,115	1,115	33	51	129	126
new trips			8,626	8,626	261	190	636	667

(1) Source: a) Institute of Transportation Engineers, Trip Generation Manual, 1997 and Trip Generation Handbook, 1998
 b) Compiled by Transportation Planners-Engineers, Inc. Jacksonville, FL. TPE job no. 01-1756 July 19, 2001
 (2) (x) Pass-by trips and diverted linked trips (trips already on roads)

TABLE 3
ESTIMATED TRAFFIC GENERATED BY PLANNED ANDELL COMMERCIAL
VILLAGE AT BUILD OUT - YEAR 2013

Land Use	ITE Code	Square feet or size	Estimated Weekday Traffic (1)					
			24-hour		AM Peak Hr.		PM Peak Hr.	
			IN	OUT	IN	OUT	IN	OUT
1) Shopping Center								
A) Phase 1	820	150,000						
B) Phases 2-3	820	444,000						
subtotal		594,000	10,717	10,717	282	180	977	1058
			(2465)	(2465)	(65)	(42)	(223)	(243) (2)
2) Out Parcels								
A) Phase 1	845/ 912	6,000	1440	1440	85	79	175	175
Total		600,000	(804)	(49)	(49)	(46)	(90)	(90) (2)
3) Residential								
A) Phase 1	230	40 units						
B) Phases 2-3	230	210 units						
subtotal		250 units	442	442	11	58	59	30
C) Hotel	330	100 rooms	411	411	30	12	17	23
Total (passby+diverted + new + internal)			13,010	13,010	408	329	1,228	1,286
passby+diverted trips			(3,269)	(3,269)	(114)	(88)	(313)	(333) (2)
Internal trips			1,115	1,115	33	51	146	139
new trips			8,626	8,626	261	190	769	814

(1) Source: a) Institute of Transportation Engineers, Trip Generation Manual, 1997 and Trip Generation Handbook, 1998

b) Compiled by Transportation Planners-Engineers, Inc. Jacksonville, Fl. TPE job no. 01-1756 July 11, 2001

(2) (x) Pass-by trips and diverted linked trips (trips already on roads)

TABLE 4
ESTIMATED YEAR 2003 AND 2013 TRAFFIC WITH AND WITHOUT
ANDELL COMMERCIAL VILLAGE

Roadway	Year		(1)		(2)		(3)	
	2001		2003		2013			
	24-hr.	PM Pk hr.	24-hr.	PM Pk hr.	24-hr.	PM Pk hr.	24-hr.	PM Pk hr.
A)Kiawah Island Parkway								
1- without Andell commercial	10,000	918	11,100	1,009	14,400	1,311	14,400	1,311
2- with Andell commercial	NA	NA	14,300	1,328	19,865	1,867	21,550	2,072
at Kiawah Bridge	10,000	918	12,155	1,128	16,885	1,587	18,315	1,761
B)Seabrook Island Road								
1- without Andell commercial	7,000	632	7,700	696	10,000	905	10,000	905
2- with Andell commercial	NA	NA	10,000	851	13,000	1,206	13,925	1,269
C)Betsy Kerrison Parkway								
1- without Andell commercial	14,000	1,270	15,400	1,397	20,000	1,816	20,000	1,816
2- with Andell commercial	NA	NA	16,300	1,510	24,715	2,279	26,175	2,408

(1) with Andell Commercial Center 150,000 s.f. shopping center

(2) with Andell at 450,000 s.f. shopping center (3) with Andell at 600,000 s.f.

Source: Transportation Planners-Engineers, Inc.

Aug. 15, 2001 TPE job no. 01-1756

TABLE 5
EXISTING AND PROJECTED PM PEAK HOUR WEEKDAY
TRAFFIC ON STUDY AREA ROADWAYS:
PEAK AND OFF-PEAK SEASONS

Roadway	Segment	2-way Capacity at Level of Service (7)		Year 2001	Year 2003		Year 2013	PM Peak Hr. Traffic With Andell Commercial Village						
		"C"	"D"		(5)	(6)		2003	(7) L.O.S.	(8) 2013	(7) L.O.S.	(9) 2013	(7) L.O.S.	
Betsy Kerrison Parkway (4-lane divided)	Kiawah Island Parkway to north	4,110	4,930	1270	Peak(1)	1397	Peak	1816	1510	A	2279	B	2408	B
				858	Off-Peak(2)	943	Off-Peak	1226	1019	A	1538	A	1625	A
Kiawah Island Parkway (2-lane divided)	East of Betsy Kerrison Parkway	1,370	1,920	918	Peak(1)	1009	Peak	1311	1328	B	1867	C	2072	D
				551	Off-Peak(3)	605	Off-Peak	787	797	B	1120	B	1243	B
Seabrook Island Road (2-lane undivided)	West of Betsy Kerrison Parkway	1,640	2,390	632	Peak(1)	696	Peak	905	851	A	1206	B	1269	B
				442	Off-Peak(4)	487	Off-Peak	634	596	A	844	A	888	A

(1) Peak Season June-August (See Table A in Appendix)

(2) Off-Peak March-May, September-November is about 67.5% of Peak Season Traffic (See Table A)
Winter Off-Peak(December-February) is only about 52% of Peak Season Traffic.

(3) Off-Peak(March-May, Sept.-Nov.) is about 60% of Peak Season Traffic

(4) Off-Peak (March-May) is about 70% of Peak Season Traffic

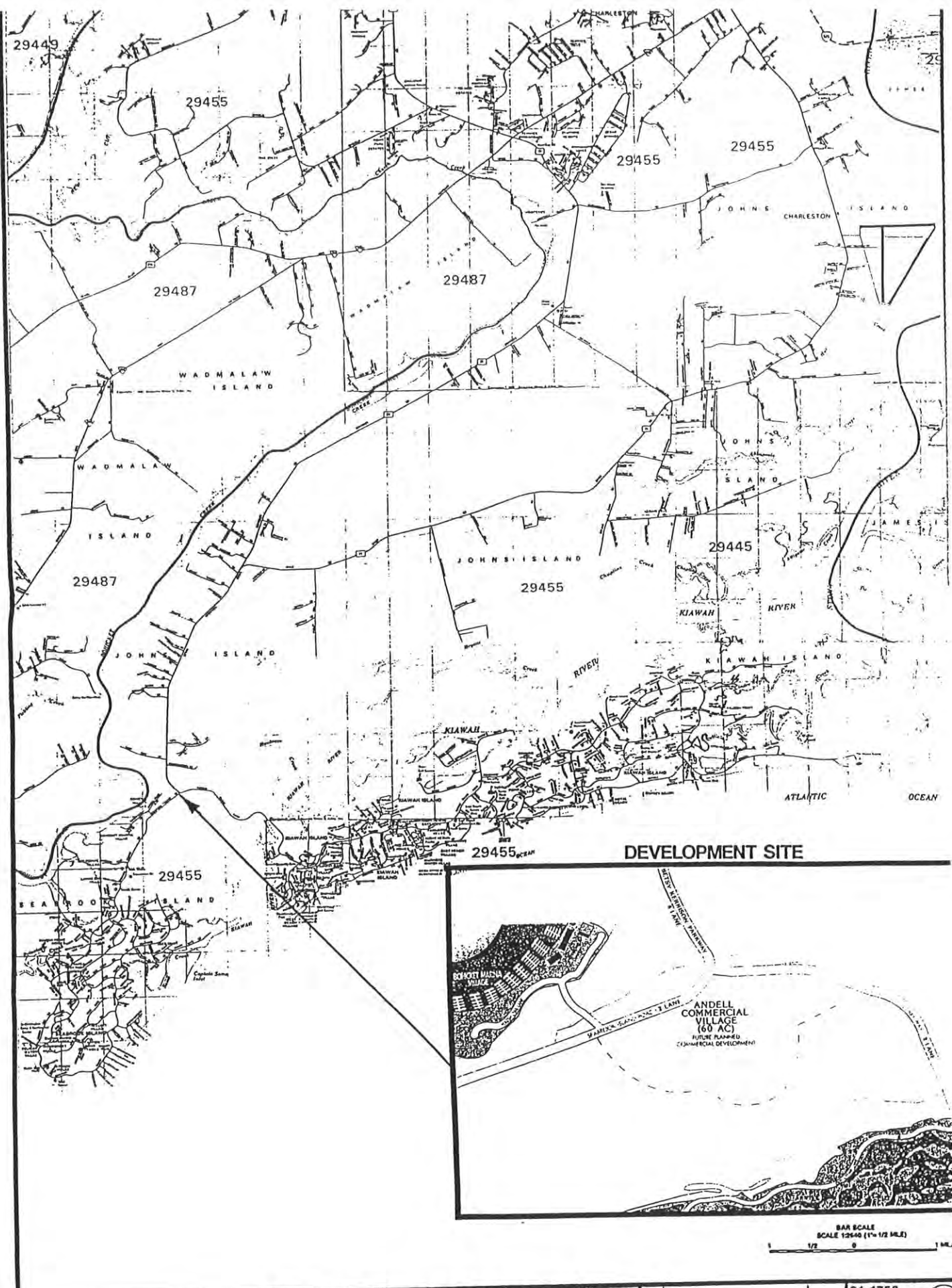
(5) Year 2003 PM peak hour traffic is estimated to be Year 2001 traffic plus 10% growth
(excludes Andell Commercial Village)

(6) Year 2013 PM peak hour traffic is estimated to be year 2003 plus 30% growth(excludes Andell)

(7) See TPE service volume computer analyses runs in Appendix (Tables A-0). These are based on Highway Capacity Manual (1997)
Source: Transportation Planners-Engineers, Inc. TPE job no. 01-1756 July 18, 2001

(8) Based upon Andell Commercial Center with 450,000 s.f. shopping center

(9) Based upon Andell Commercial Center with 600,000 s.f. shopping center



TPE

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TRAFFIC ENGINEERING SERVICE DIVISION
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Phone: (405) 231-1111

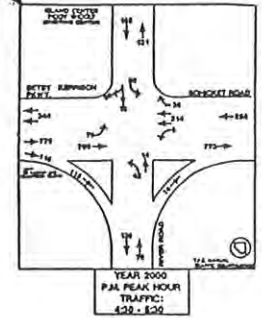
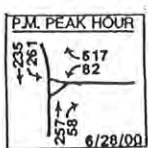
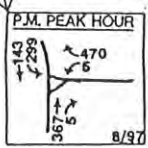
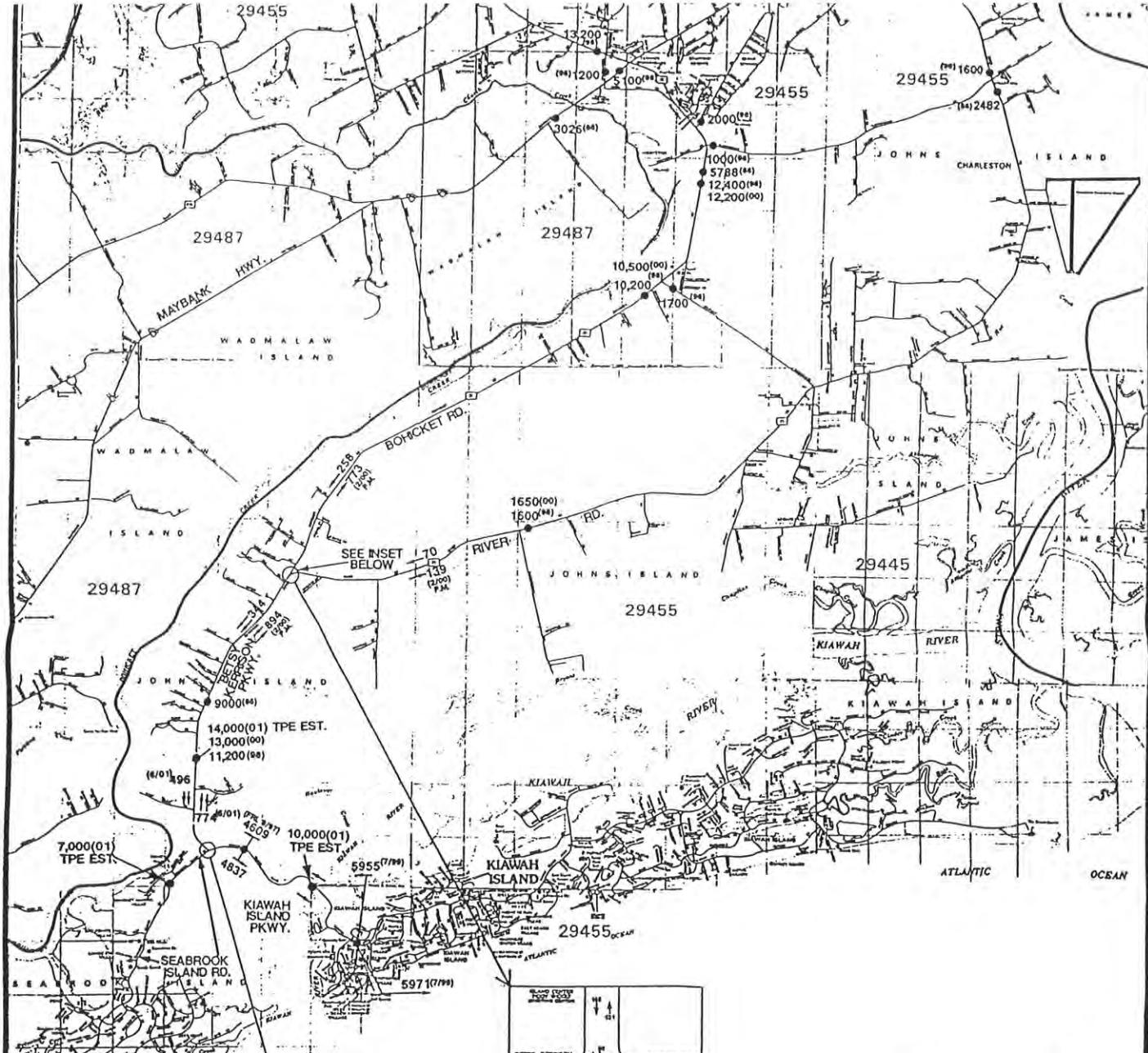
**GENERAL LOCATION MAP
PLANNED ANDELL COMMERCIAL
VILLAGE**

DESIGNED	W.K.		
DRAWN	O.J.M.		
CHECKED	W.O.		
DATE	7/11/01	NO.	
REVISION		DATE	

01-1756

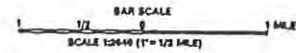
FIGURE 1





LEGEND
 1000⁽⁹⁸⁾ 2-WAY 24-HOUR (1998)
 5971^(7/99) 1-WAY 24-HOUR (JULY 1999)
 P.M. PEAK HOUR TURNING TRAFFIC

- TRAFFIC COUNT SOURCES:**
 6-28-00, 2/29/00 T.P.E., INC. P.M. PEAK HOUR
 2000, 1998 S.C. D.O.T. - AVERAGE WEEKDAY
 7/99 TOWN OF KIAWAH ISLAND
 8/97 THE LPA GROUP TRANSPORTATION CONSULTANTS
 86 S.C. DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION (SPRING 1986) 24-HOUR



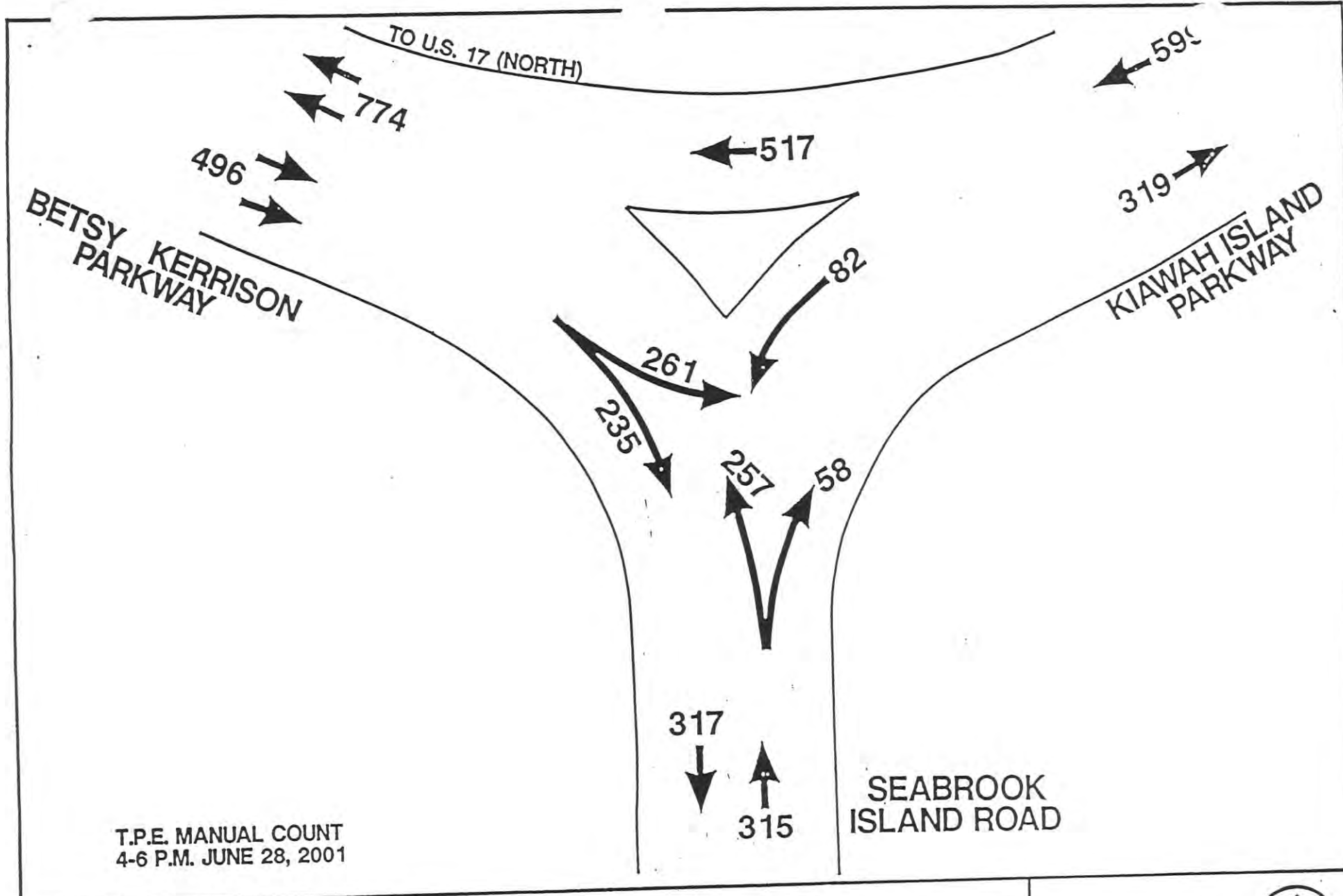
TPE TRANSPORTATION PLANNERS-ENGINEERS, INC.
 6448 Northwood Blvd., Suite 110
 Charleston, South Carolina 29412
 Phone: 771-1114

RECENT AVERAGE 24-HOUR TRAFFIC AND SELECTED P.M. PEAK HOUR TRAFFIC

DESIGNER	W.K.			
DRAWN	O.J.M.			
CHECKED	W.O.			
DATE	7/11/01	NO.	REVISION	DATE

01-1756

FIGURE 2



TPE

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TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
8620 SOUTHPOINT DRIVE S. - SUITE 120
MEMPHIS, TENNESSEE 38125

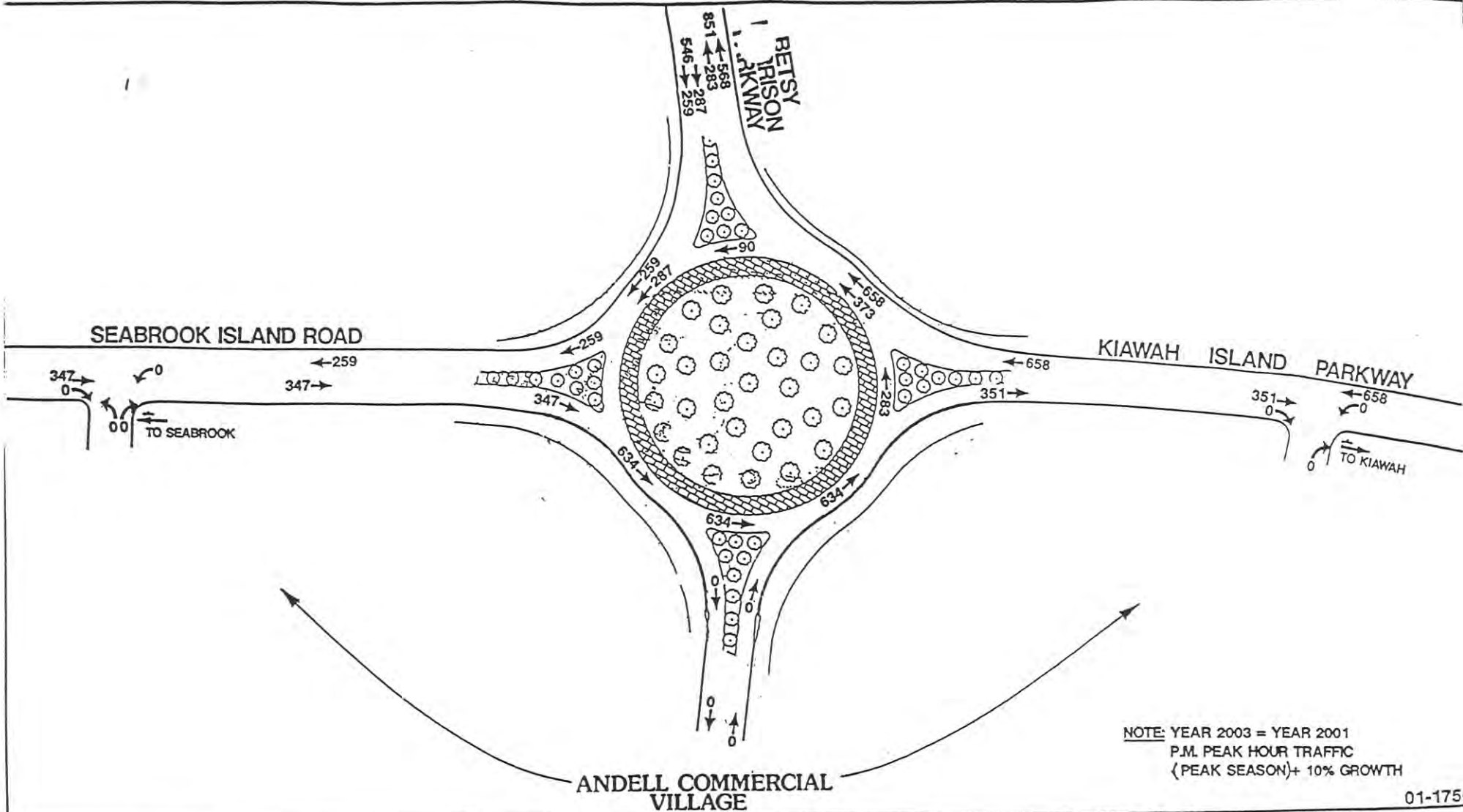
P.M. PEAK HOUR

4:00 - 5:00



FIGURE 3

01-1756



NOTE: YEAR 2003 = YEAR 2001
 P.M. PEAK HOUR TRAFFIC
 (PEAK SEASON)+ 10% GROWTH

01-1751

OCT. 15, 2001



NOT TO SCALE

FIGURE 4

TPE

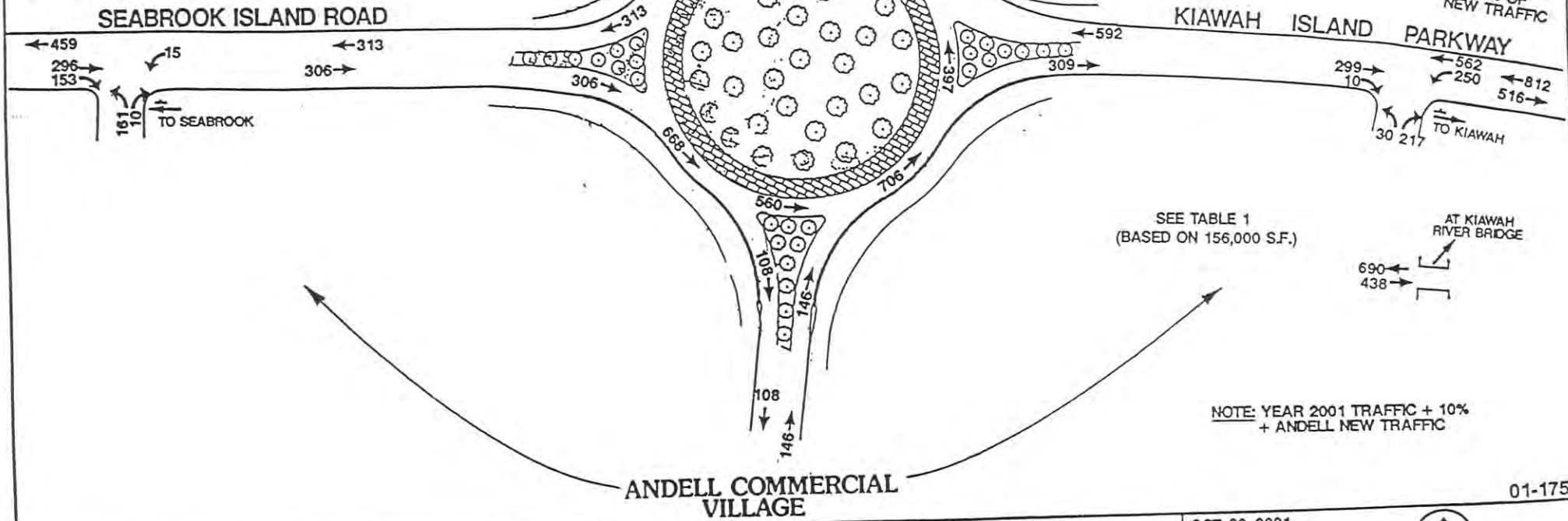
TRANSPORTATION,
 PLANNERS-ENGINEERS, INC.
 TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
 ROADWAY CONSTRUCTION MANAGEMENT
 TRAFFIC SIGNAL DESIGN
 6620 SOUTHPOINT DRIVE S. - SUITE 120
 JACKSONVILLE, FLORIDA 32216
 (904) 216-1754

ESTIMATED TRAFFIC: YEAR 2003
P.M. PEAK HOUR - NO ANDELL
COMMERCIAL VILLAGE - PEAK SEASON

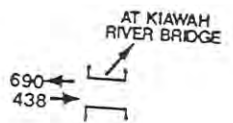
33% OF
NEW TRAFFIC

17% OF
NEW TRAFFIC

50% OF
NEW TRAFFIC



SEE TABLE 1
(BASED ON 156,000 S.F.)



NOTE: YEAR 2001 TRAFFIC + 10%
+ ANDELL NEW TRAFFIC

01-175

TPE

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ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
6420 SOUTHPOINT DRIVE, S. - SUITE 120
JACKSONVILLE, FLORIDA 32216
(904) 296-1734

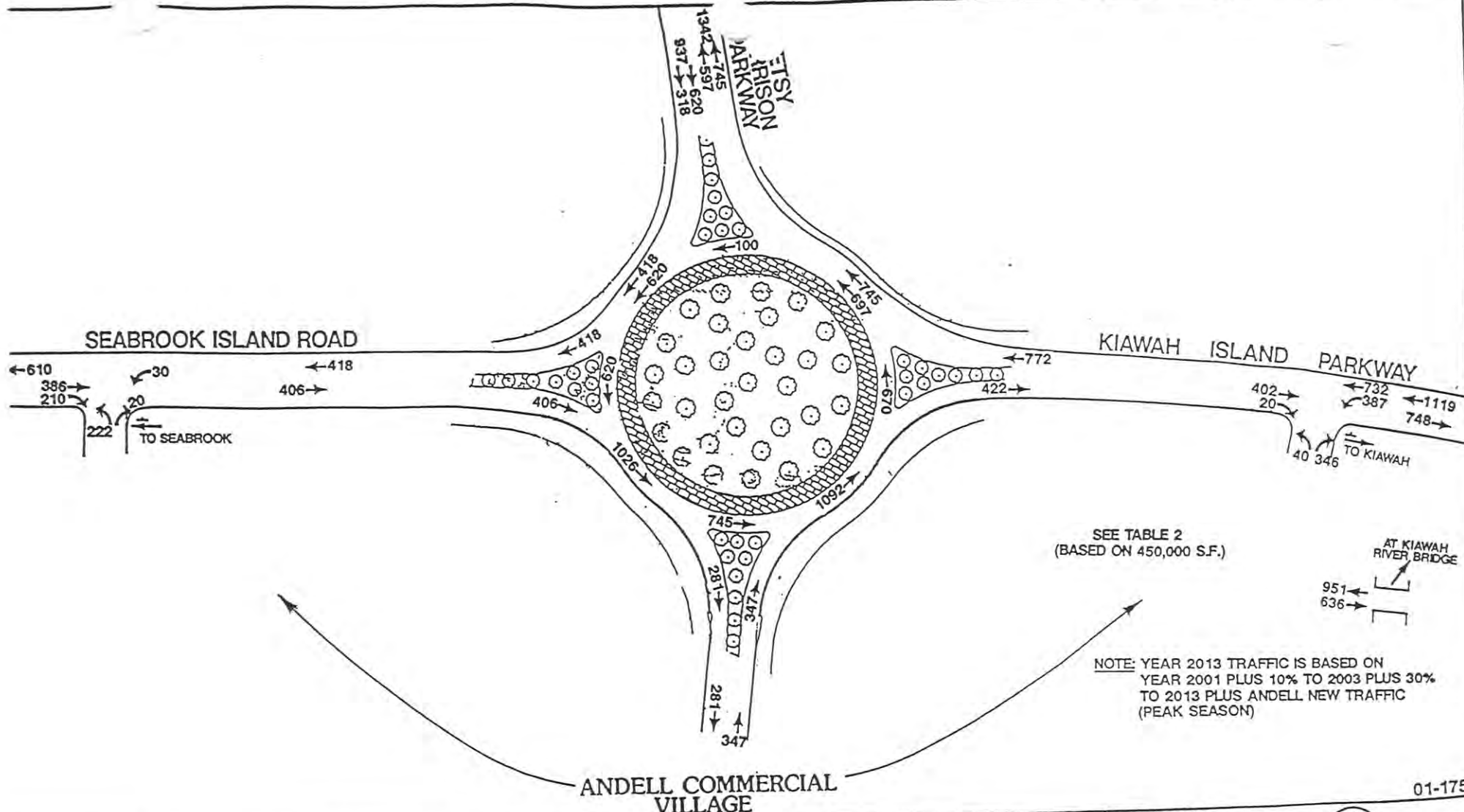
ESTIMATED TRAFFIC: YEAR 2003 P.M. PEAK HOUR WITH ANDELL COMMERCIAL VILLAGE - PEAK SEASON

OCT. 29, 2001



NOT TO SCALE

FIGURE 5



SEE TABLE 2
(BASED ON 450,000 S.F.)

NOTE: YEAR 2013 TRAFFIC IS BASED ON
YEAR 2001 PLUS 10% TO 2003 PLUS 30%
TO 2013 PLUS ANDELL NEW TRAFFIC
(PEAK SEASON)

01-1756



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TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
4620 SOUTHPOINT DRIVE S., SUITE 120
JACKSONVILLE, FLORIDA 32216
(904) 296-1734

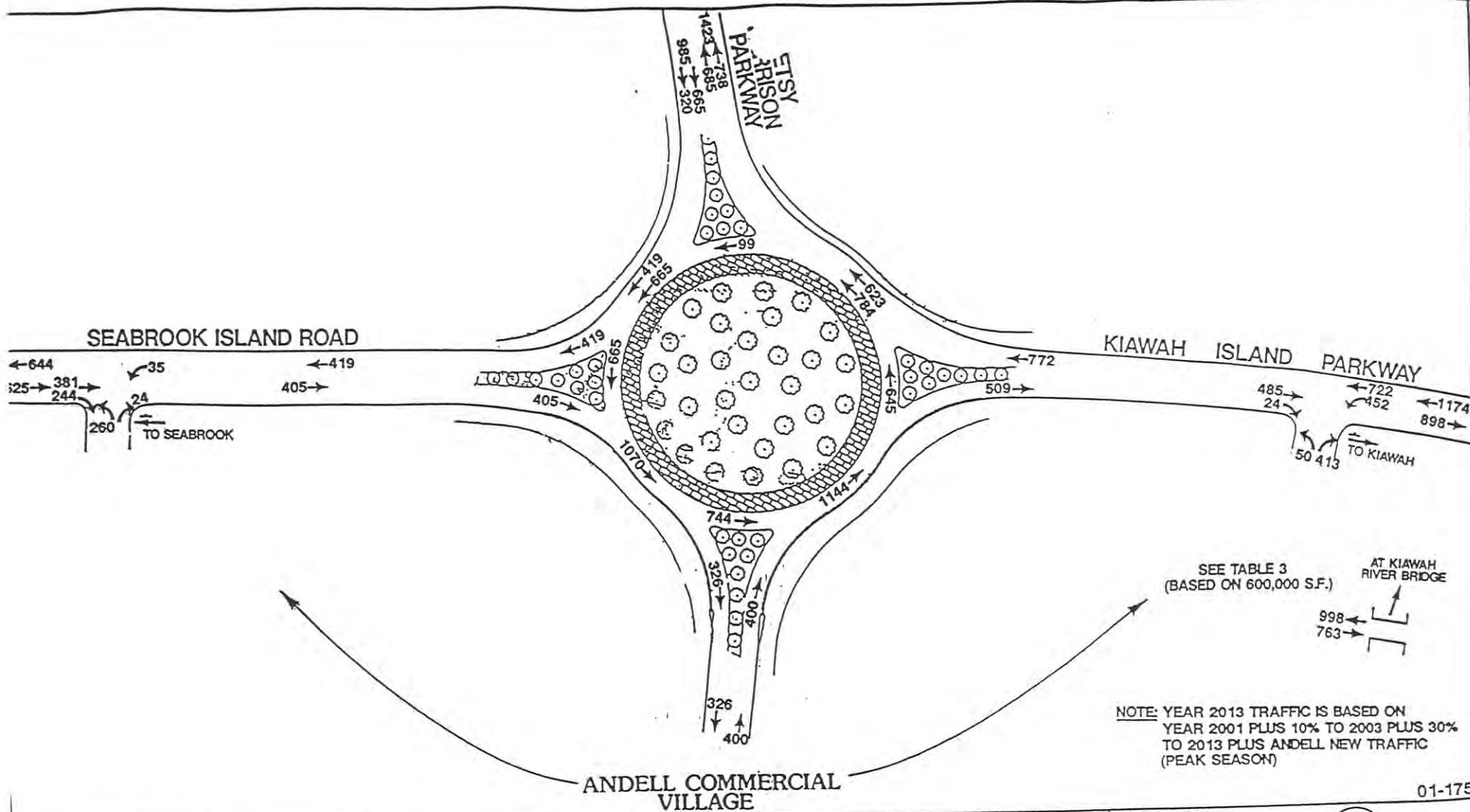
**ESTIMATED TRAFFIC: YEAR 2013
P.M. PEAK HOUR WITH ANDELL
COMMERCIAL VILLAGE - PEAK SEASON**

OCT. 29, 2001



NOT TO SCALE

FIGURE 7



TPE

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TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
6620 SOUTHPOINT DRIVE S. - SUITE 120
JACKSONVILLE, FLORIDA 32214
(904) 214-1734

ESTIMATED TRAFFIC: YEAR 2013
P.M. PEAK HOUR WITH ANDELL
COMMERCIAL VILLAGE - PEAK SEASON

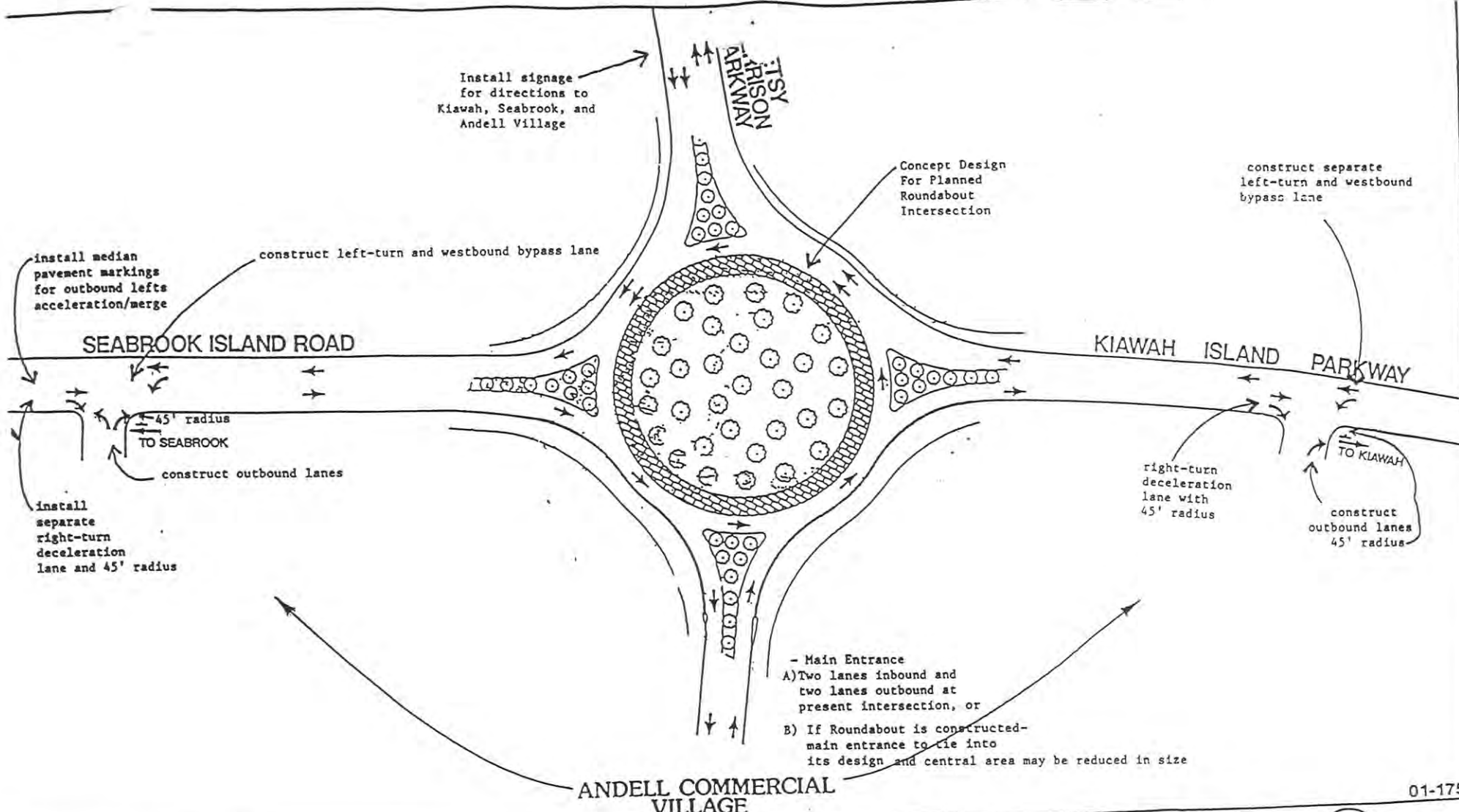
OCT. 29, 2001



NOT TO SCALE

FIGURE 8

01-1756



01-1756

OCT. 29, 2001



NOT TO SCALE

FIGURE 9

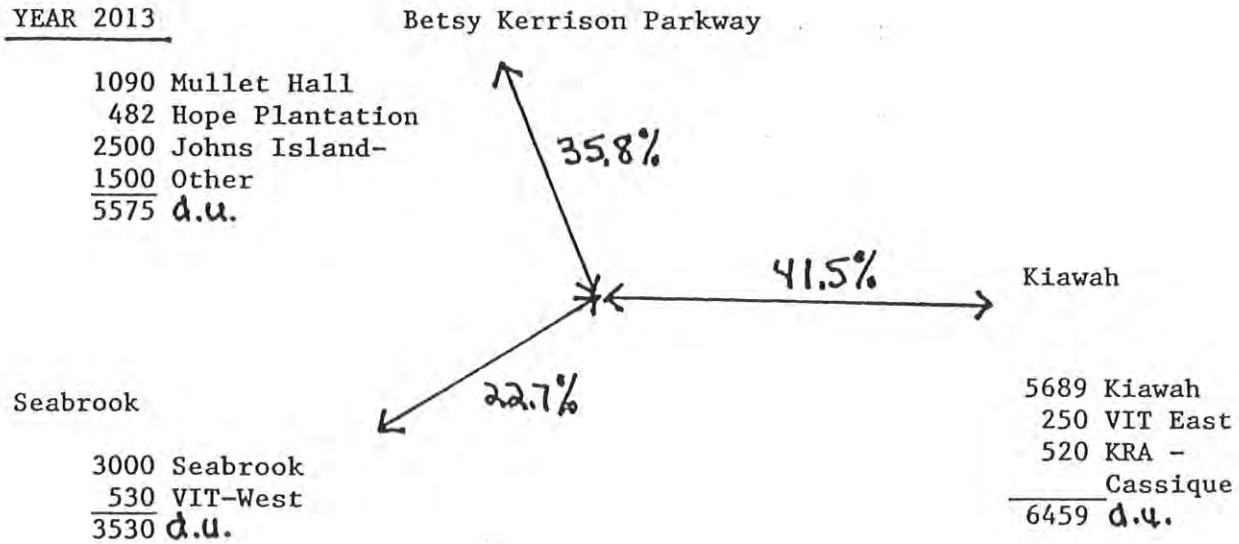
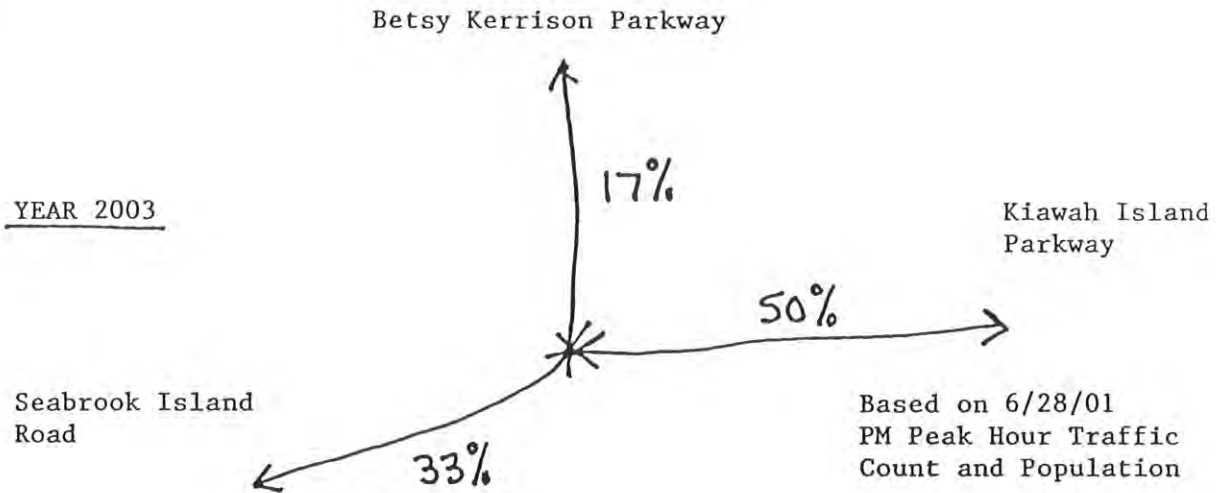
TPE

TRANSPORTATION PLANNERS-ENGINEERS, INC.
 TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
 ROADWAY CONSTRUCTION MANAGEMENT
 TRAFFIC SIGNAL DESIGN
 6620 SOUTHPOINT DRIVE, SUITE 120
 JACKSONVILLE, FLORIDA 32216
 (904) 296-1754

ROAD IMPROVEMENTS AND ANDELL COMMERCIAL VILLAGE ACCESS PLAN

APPENDIX

TRAFFIC DISTRIBUTION ASSUMPTIONS
FOR ANDELL VILLAGE - NEW TRIPS



7-11-01



Transportation Planners-Engineers, Inc.

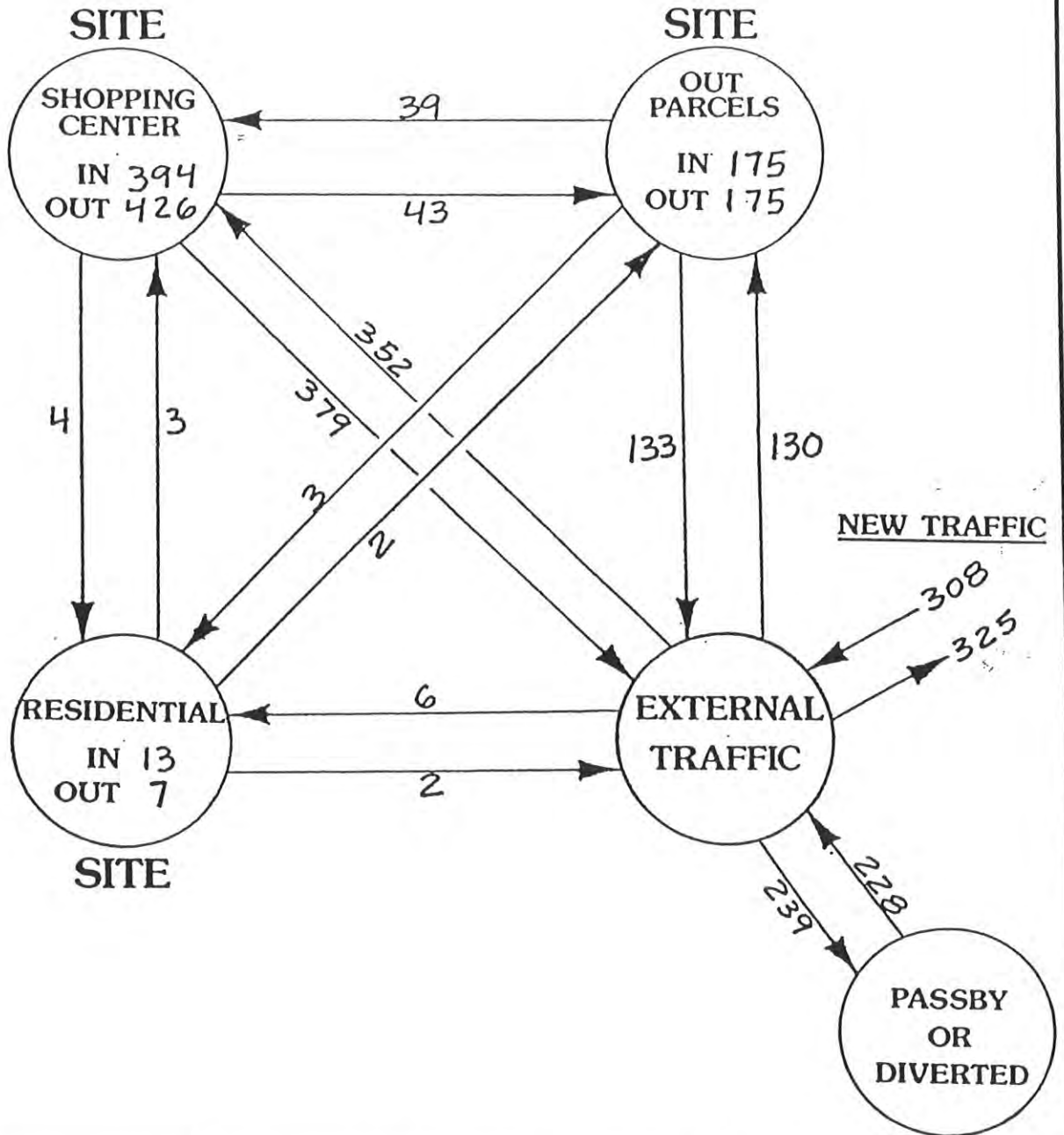
TRAFFIC STUDIES
 ROAD DESIGN AND ENGINEERING
 TRAFFIC ACCIDENT ANALYSES
 EMINENT DOMAIN ANALYSES

TABLE A
 SEASONAL SEWAGE GALLONS FOR KIAWAH AND SEABROOK ISLANDS;
 1999 AND 2000 (1)

	Summer High Peak (June-Aug.)	Winter Low Peak (Dec.-Feb.)	Spring Mid Peak (Mar.- May)	Fall Mid Peak (Sept.-Nov.)
A)Kiawah Island Seasonal Traffic Factor(2)	27,574 100.0	11,968 230.4	17,770 155.2	14,857 185.6
B)Seabrook Island Seasonal Traffic Factor(2)	10,341 100.0	7,281 142.0	7,333 141.0	9,157 112.9
C)Combined Seasonal Factor(2)	37,915 100.0	19,249 197.0	25,103 151.0	24,014 157.9
<u>YEAR 2000</u>				
A)Kiawah Island Seasonal Factor(2)	24,034 100.0	9,953 241.5	16,034 149.9	12,992 185.0
B)Seabrook Island Seasonal Factor(2)	9,286 100.0	8,159 113.8	9,967 93.2	8,430 110.2
C)Combined Seasonal Factor (2)	33,320 100.0	18,112 184.0	26,001 128.2	21,422 155.5
<u>YEARS 1999 and 2000</u>				
A)Combined Seasonal Factor(2)	71,235 100.0	37,361 191.0	51,104 139.4	45,436 156.8

(1) Estimated gallons of sewer water use, The Beach Company, Mr. Ed Goodwin 6/5/C
 (2) Seasonal adjustment factor for traffic counts based on sewer usage

Source: Transportation Planners-Engineers, Inc. July 11, 2001 TPE job no. 01-1756



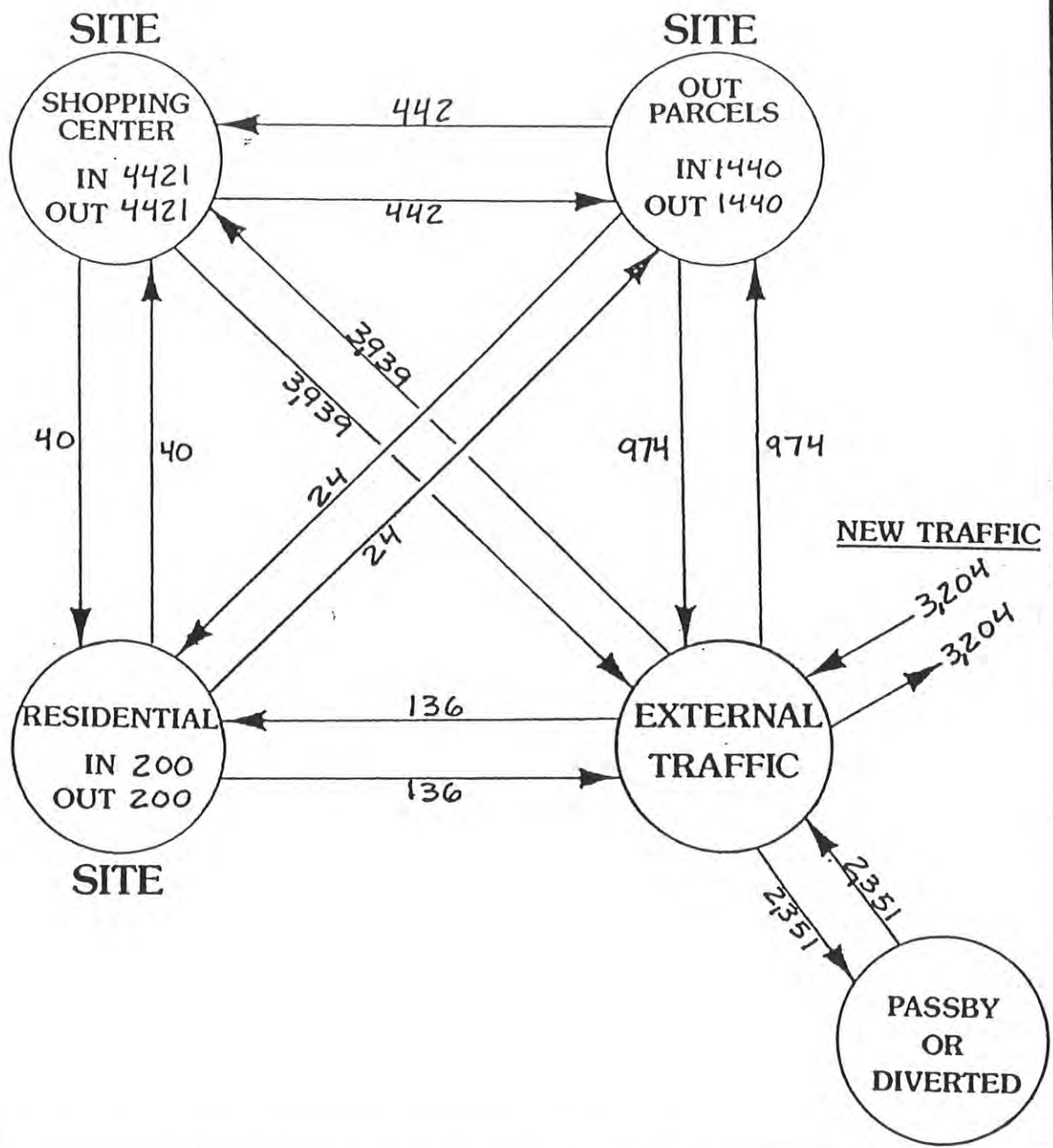
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ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
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JACKSONVILLE, FLORIDA 32216
(904) 246-1734

**TRAFFIC GENERATED BY
ANDELL COMMERCIAL
VILLAGE
YEAR 2003
P.M. PEAK HOUR**

01-1756

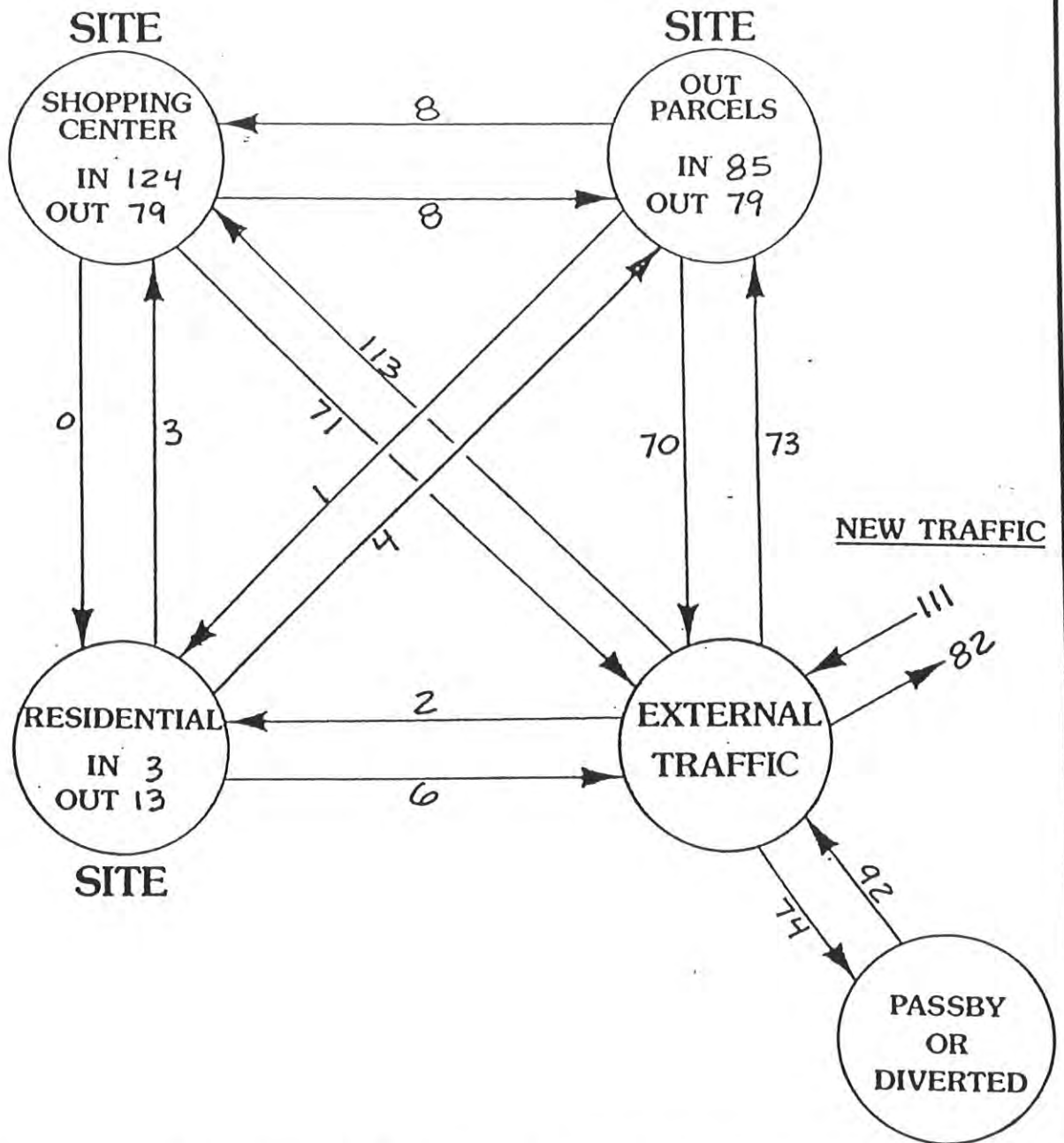
FIGURE A



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 TRAFFIC SIGNAL DESIGN
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 JACKSONVILLE, FLORIDA 32218
 (904) 284-1734

**TRAFFIC GENERATED BY
 ANDELL COMMERCIAL
 VILLAGE
 YEAR 2003
 24-HOUR WEEKDAY**

01-1756
 FIGURE B



TPE

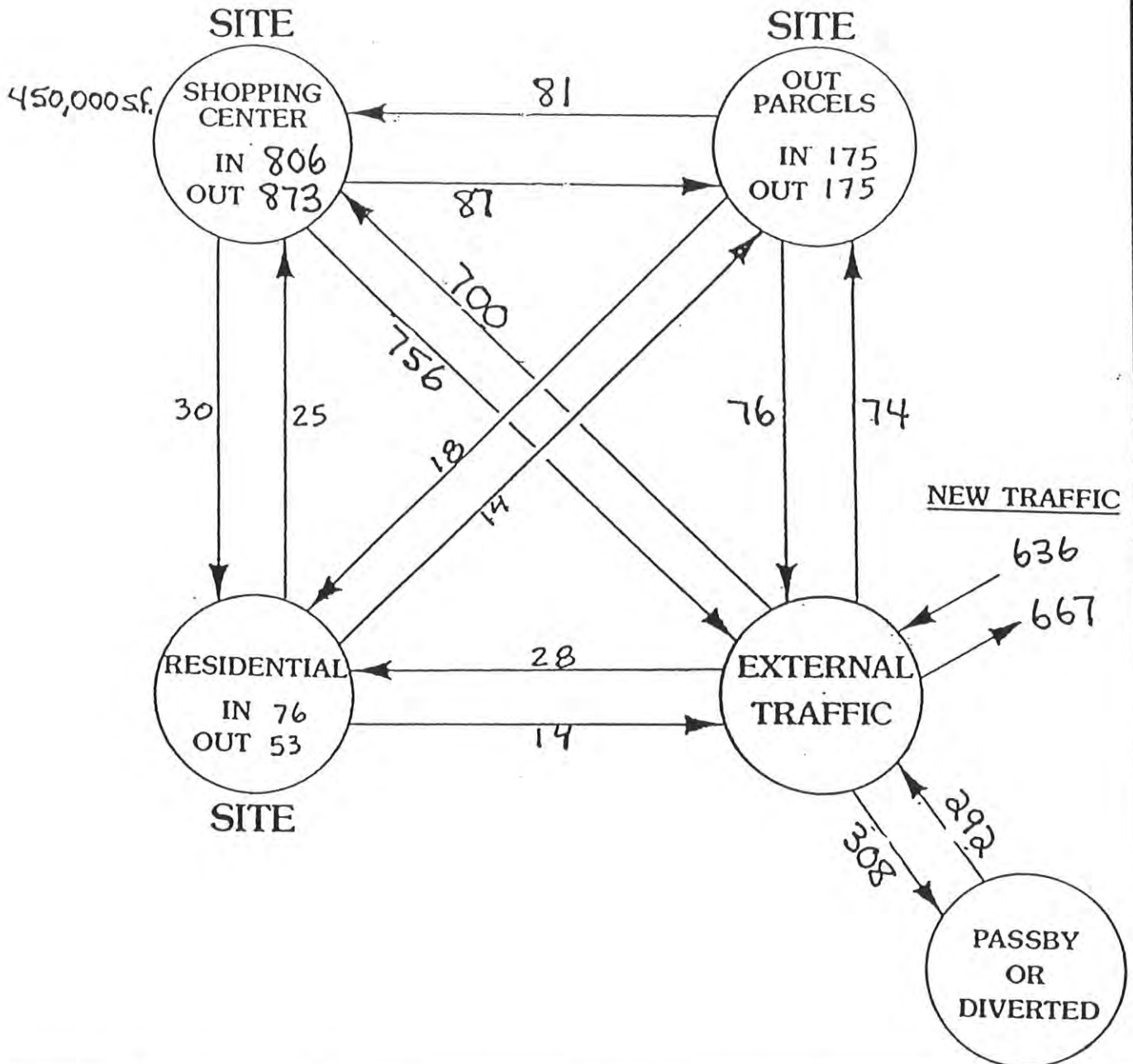
TRANSPORTATION
PLANNERS-ENGINEERS, INC.

TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
6428 SOUTHPOINT DRIVE S. - SUITE 128
JACKSONVILLE, FLORIDA 32216
(904) 294-1734

TRAFFIC GENERATED BY
ANDELL COMMERCIAL
VILLAGE
YEAR 2003
A.M. PEAK HOUR

01-1756

FIGURE C



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 ROUGHWAY CONSTRUCTION MANAGEMENT
 TRAFFIC SIGNAL DESIGN
 6420 SOUTHFOUR DRIVE S. - SUITE 120
 JACKSONVILLE, FLORIDA 32216
 (904) 244-1734

**TRAFFIC GENERATED BY
 ANDELL COMMERCIAL
 VILLAGE
 YEAR 2013
 P.M. PEAK HOUR**

01-1756

FIGURE D

U2LN-TAB 4.0

TABLE A

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Kiawah Is. Pky.**

Study Time Period: **PM PEAK**

AADT: **10,000**

User Notes: **TPE-6/28/01**

K Factor: **0.090**

D Factor: **0.652**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	550	960	1,370	1,920	2,740

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,100	10,700	15,200	21,300	30,400

U2LN-TAB 4.0 TABLE B

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Kiawah Is. Pky.**

Study Time Period: **PM PEAK**

AADT: **11,100**

User Notes: **2003-No Andell Center**

K Factor: **0.090**

D Factor: **0.652**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	550	960	1,370	1,920	2,740

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,100	10,700	15,200	21,300	30,400

U2LN-TAB 4.0 TABLE C

Uninterrupted Urban 2-Lane Level of Service Tables
Based on the 1997 Highway Capacity Manual
Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Kiawah Is. Pky.**

Study Time Period: **PM PEAK**

AADT: **14,300**

User Notes: **2003-With Andell Center**

K Factor: **0.093**

D Factor: **0.611**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	580	1,020	1,460	2,050	2,920

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,300	11,000	15,700	22,000	31,400

U2LN-TAB 4.0 TABLE D

Uninterrupted Urban 2-Lane Level of Service Tables
Based on the 1997 Highway Capacity Manual
Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Kiawah Is. Pky.**

Study Time Period: **PM PEAK**

AADT: **14,400**

User Notes: **2013-No Andell Center**

K Factor: **0.090**

D Factor: **0.652**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	550	960	1,370	1,920	2,740

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,100	10,700	15,200	21,300	30,400

U2LN-TAB 4.0 TABLE E

Uninterrupted Urban 2-Lane Level of Service Tables
Based on the 1997 Highway Capacity Manual
Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Kiawah Is. Parlway**

Study Time Period: **PM PEAK**

AADT: **19,865**

User Notes: **2013-W/ Andell (450K)**

K Factor: **0.094**

D Factor: **0.599**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	600	1,040	1,490	2,090	2,980

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,300	11,100	15,900	22,200	31,700

U2LN-TAB 4.0 TABLE F

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Kiawah Is. Parlway**

Study Time Period: **PM PEAK**

AADT: **21,550**

User Notes: **2013-W/ Andell (600K)**

K Factor: **0.092**

D Factor: **0.567**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **45**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	360	630	890	1,250	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	630	1,100	1,570	2,200	3,150

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	6,800	12,000	17,100	24,000	34,200

U2LN-TAB 4.0 TABLE G

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Study Time Period: **PM PEAK**

AADT: **7,000**

User Notes: **TPE-6/28/01**

K Factor: **0.090**

D Factor: **0.501**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **35**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	110	1,110	1,640	2,390	3,560

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,200	12,300	18,200	26,500	39,600

U2LN-TAB 4.0 TABLE H

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Study Time Period: **PM PEAK**

AADT: **7,700**

User Notes: **2003-No Andell Center**

K Factor: **0.090**

D Factor: **0.501**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **35**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	110	1,110	1,640	2,390	3,560

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,200	12,300	18,200	26,500	39,600

U2LN-TAB 4.0 TABLE I

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Peak Hour Factor: 0.940

Study Time Period: PM PEAK

Adjusted Saturation Flow Rate: 1,900

AADT: 10,000

Free Flow Speed (mph): 35

User Notes: 2003-With Andell Center

Area type: Urbanized

K Factor: 0.085

Median: No Left Turn Bays: Yes

D Factor: 0.528

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	100	1,050	1,560	2,270	3,380

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,200	12,300	18,300	26,700	39,800

U2LN-TAB 4.0 TABLE J

Uninterrupted Urban 2-Lane Level of Service Tables
Based on the 1997 Highway Capacity Manual

Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Study Time Period: PM PEAK

AADT: 10,000

User Notes: 2013-No Andell Center

K Factor: 0.090

D Factor: 0.502

Peak Hour Factor: 0.940

Adjusted Saturation Flow Rate: 1,900

Free Flow Speed (mph): 35

Area type: Urbanized

Median: No Left Turn Bays: Yes

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	110	1,100	1,640	2,380	3,560

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,200	12,300	18,200	26,500	39,500

U2LN-TAB 4.0 TABLE K

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Study Time Period: **PM PEAK**

AADT: **13,000**

User Notes: **2013-W/ Andell (450K)**

K Factor: **0.093**

D Factor: **0.506**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **35**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	110	1,090	1,620	2,360	3,530

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,100	11,800	17,500	25,400	38,000

U2LN-TAB 4.0

TABLE L

Uninterrupted Urban 2-Lane Level of Service Tables

Based on the 1997 Highway Capacity Manual

Florida Department of Transportation

Systems Planning Office - May 2000



Road Name: **Seabrook Is. Rd.**

Study Time Period: **PM PEAK**

AADT: **13,925**

User Notes: **2013-W/ Andell (600K)**

K Factor: **0.091**

D Factor: **0.507**

Peak Hour Factor: **0.940**

Adjusted Saturation Flow Rate: **1,900**

Free Flow Speed (mph): **35**

Area type: **Urbanized**

Median: **No** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
1	50	550	820	1,200	1,790

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
2	110	1,090	1,620	2,360	3,520

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
2	1,200	12,000	17,800	25,900	38,700

UMUL-TAB 4.0 TABLE M

Uninterrupted Urban Multi-lane Level of Service Tables
 Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
 Systems Planning Office - May 2000



Road Name: **Betsy Kerrison Pky.**

K Factor: **0.090**

Study Time Period: **PM PEAK**

D Factor: **0.609**

Analysis Date: **07/16/2001**

Peak Hour Factor: **0.940**

AADT: **14,000**

Adjusted Saturation Flow Rate: **1,900**

User Notes: **TPE-6/28/01**

Free Flow Speed (mph): **50**

Median: **Yes** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
4	1,760	2,930	4,110	4,930	5,870
6	2,640	4,400	6,160	7,390	8,800
8	3,520	5,870	8,210	9,850	11,730

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	19,600	32,600	45,600	54,700	65,200
6	29,300	48,900	68,400	82,100	97,800
8	39,100	65,200	91,200	109,500	130,300

UMUL-TAB 4.0 TABLE N

Uninterrupted Urban Multi-lane Level of Service Tables
Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Betsy Kerrison Pky.**

K Factor: 0.090

Study Time Period: **PM PEAK**

D Factor: 0.609

Analysis Date: **07/16/2001**

Peak Hour Factor: 0.940

AADT: 15,400

Adjusted Saturation Flow Rate: 1,900

User Notes: 2003 -No Andell Center

Free Flow Speed (mph): 50

Median: Yes Left Turn Bays: Yes

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
4	1,760	2,930	4,110	4,930	5,870
6	2,640	4,400	6,160	7,390	8,800
8	3,520	5,870	8,210	9,850	11,730

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	19,600	32,600	45,600	54,700	65,200
6	29,300	48,900	68,400	82,100	97,800
8	39,100	65,200	91,200	109,500	130,300

UMUL-TAB 4.0 TABLE 0

Uninterrupted Urban Multi-lane Level of Service Tables
 Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
 Systems Planning Office - May 2000



Road Name: **Betsy Kerrison Pky.**

K Factor: **0.093**

Study Time Period: **PM PEAK**

D Factor: **0.604**

Analysis Date: **07/16/2001**

Peak Hour Factor: **0.940**

AADT: **16,300**

Adjusted Saturation Flow Rate: **1,900**

User Notes: **2003-With Andell Center**

Free Flow Speed (mph): **50**

Median: **Yes** Left Turn Bays: **Yes**

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
4	1,770	2,960	4,140	4,970	5,910
6	2,660	4,440	6,210	7,450	8,870
8	3,550	5,910	8,280	9,940	11,830

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	19,100	31,800	44,500	53,400	63,600
6	28,600	47,700	66,800	80,100	95,400
8	38,200	63,600	89,000	106,800	127,200

UMUL-TAB 4.0

TABLE P

Uninterrupted Urban Multi-lane Level of Service Tables
Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
Systems Planning Office - May 2000

Road Name: **Betsy Kerrison Pky.**

K Factor: 0.090

Study Time Period: PM PEAK

D Factor: 0.609

Analysis Date: 07/16/2001

Peak Hour Factor: 0.940

AADT: 20,000

Adjusted Saturation Flow Rate: 1,900

User Notes: 2013-No Andell Center

Free Flow Speed (mph): 50

Median: Yes Left Turn Bays: Yes

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
4	1,760	2,930	4,110	4,930	5,870
6	2,640	4,400	6,160	7,390	8,800
8	3,520	5,870	8,210	9,850	11,730

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	19,600	32,600	45,600	54,700	65,200
6	29,300	48,900	68,400	82,100	97,800
8	39,100	65,200	91,200	109,500	130,300

UMUL-TAB 4.0 TABLE Q

Uninterrupted Urban Multi-lane Level of Service Tables
Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
Systems Planning Office - May 2000



Road Name: **Betsy Kerrison Pky.**

K Factor: 0.092

Study Time Period: **PM PEAK**

D Factor: 0.589

Analysis Date: 07/19/2001

Peak Hour Factor: 0.940

AADT: 24,715

Adjusted Saturation Flow Rate: 1,900

User Notes: 2013 W/Andell(450K)

Free Flow Speed (mph): 50

Median: Yes Left Turn Bays: Yes

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

LANES	Level of Service				
	A	B	C	D	E
4	1,820	3,030	4,250	5,090	6,060
6	2,730	4,550	6,370	7,640	9,100
8	3,640	6,060	8,490	10,190	12,130

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	19,800	33,000	46,100	55,400	65,900
6	29,700	49,400	69,200	83,100	98,900
8	39,600	65,900	92,300	110,700	131,800

UMUL-TAB 4.0 TABLE R

Uninterrupted Urban Multi-lane Level of Service Tables
 Based on the 1997 Highway Capacity Manual and FDOT Level of Service Handbook
Florida Department of Transportation
 Systems Planning Office - May 2000



Road Name: Betsy Kerrison Pky.	K Factor: 0.096
Study Time Period: PM PEAK	D Factor: 0.591
Analysis Date: 07/19/2001	Peak Hour Factor: 0.940
AADT: 26,175	Adjusted Saturation Flow Rate: 1,900
User Notes: 2013 W/Andell(600K)	Free Flow Speed (mph): 50
	Median: Yes Left Turn Bays: Yes

PEAK HOUR PEAK DIRECTION VOLUME

LANES	Level of Service				
	A	B	C	D	E
2	1,070	1,790	2,500	3,000	3,570
3	1,610	2,680	3,750	4,500	5,360
4	2,140	3,570	5,000	6,000	7,140

PEAK HOUR VOLUME (BOTH DIRECTIONS)

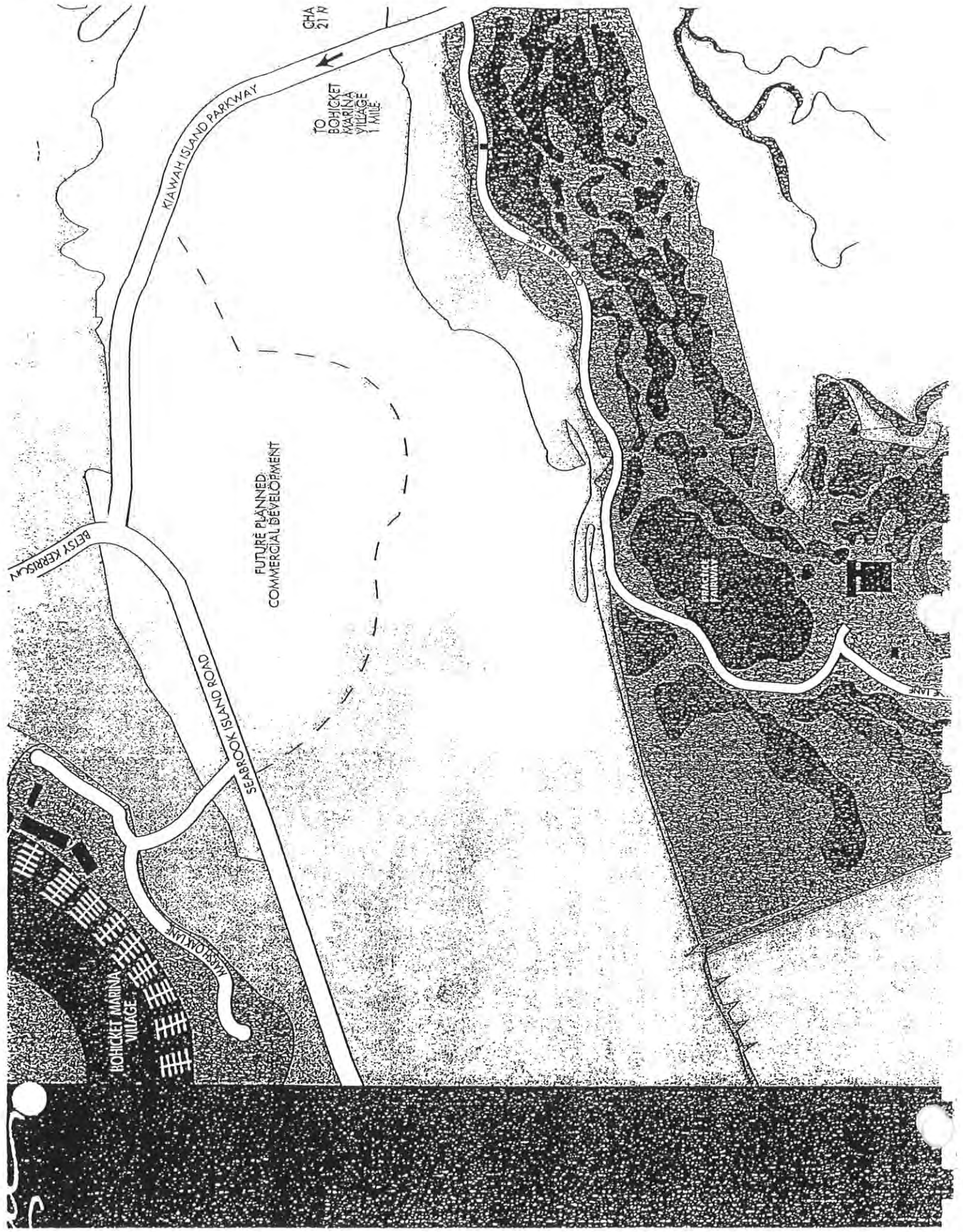
LANES	Level of Service				
	A	B	C	D	E
4	1,810	3,020	4,230	5,080	6,040
6	2,720	4,530	6,350	7,620	9,070
8	3,630	6,040	8,460	10,150	12,090

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

LANES	Level of Service				
	A	B	C	D	E
4	18,900	31,500	44,100	52,900	63,000
6	28,300	47,200	66,100	79,300	94,400
8	37,800	63,000	88,100	105,800	125,900

Traffic Counts in the Vicinity of Kiawah and Seabrook Island

Station	Road Name	Location	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
346	Bohicket Rd.	Edenvale Rd. to River Rd.	6,277	6,142	5,500	7,500	6,800	9,600	9,300	9,400	10,200	10,100	10,500
349	Bohicket Rd.	Maybank Highway to Edenvale Rd.	10,146	8,741	9,300	9,000	8,500	11,200	11,200	11,500	12,400	11,900	12,200
348	Betsy Kerrison Pkwy	River Rd. to 2.95 mi SW of River Rd.	6,713	6,864	5,200	8,300	7,400	11,000	11,100	10,400	11,200	11,800	13,000
539	River Rd.	Bohicket Rd. to Edenvale Rd.	2,446	2,630	1,500	1,200	1,050	N/A	1,500	1,450	1,600	1,600	1,650



CHA 21 N

KIAWAH ISLAND PARKWAY

TO BOHICKET MARINA VILLAGE 1 MILE

FUTURE PLANNED COMMERCIAL DEVELOPMENT

BETSY KERRISON

SEABROOK ISLAND ROAD

BOHICKET MARINA VILLAGE

MARSH CREEK PARKWAY

MARSH CREEK PARKWAY

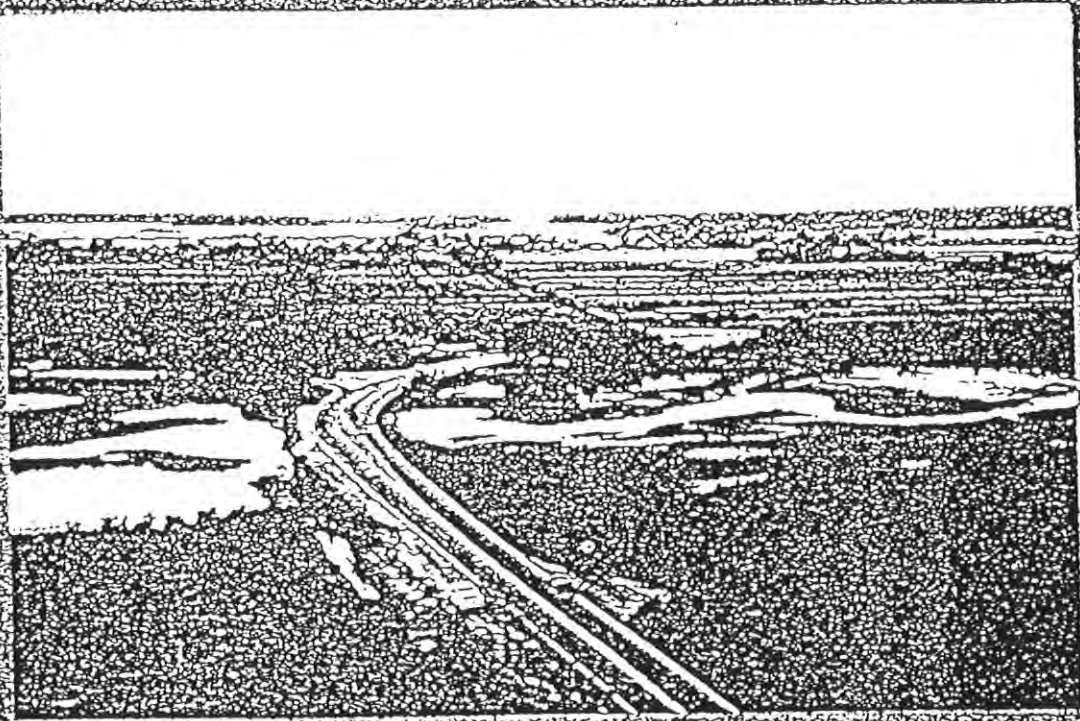
E LANE

ESTIMATED POPULATION

1999	#DAYS	KINAWAY		SEABROOK		
		# GALLONS	EST POPULATION	# GALLONS	EST. POPULATION	COMBINED Po
T	31	12601	3874	6784	2,188	6062
F	29	11047	3809	6654	2,295	6104
M	31	16627	5,040	7079	2,283	7,323
A	30	18,815	6,271	7539	2,513	8,784
M	31	18,869	6,028	7226	2,331	8,359
T	30	25,045	8,348	8615	2,811	11,219
J	31	30,764	9,923	12,405	4,001	13,924
A	31	26,913	8,681	10,003	2,236	11,917
S	30	15,082	4,865	8,198	2,732	7,597
O	31	16,855	5,437	10,175	2,339	8,776
N	30	12,635	4,211	9,097	2,032	7,243
D	30	12,256	4,085	8,561	2,853	6,938
			70,572		23,674	

T	10,351	3,339	8203	3,646	5,985
F	9,772	3,369	8081	2,786	6,155
M	14,242	4,594	9876	3,186	7,780
A	17,810	5,936	10,441	3,480	9,416
M	16,050	5,177	9,583	3,091	8,268
T	21,023	7,007	8,934	2,978	9,985
J	26,483	8,542	9,289	2,996	11,538
A	24,597	7,934	9,635	3,103	11,037
S	15,891	5,297	9,444	3,148	8,445
O	11,987	3,867	7,851	2,532	6,399
N	11,095	3,698	7,996	2,660	6,358
D	9,736	3,245	8,194	2,731	5,976
		62,005		25,337	

**SEA ISLANDS
INTERSECTION
FEASIBILITY STUDY**



Charleston County, South Carolina
April 24, 1998

THE
LPA
GROUP
TRANSPORTATION CONSULTANTS

PROFILE TOWNS OF KIAWAH AND SEABROOK ISLAND, SC

DEMOGRAPHICS - 1

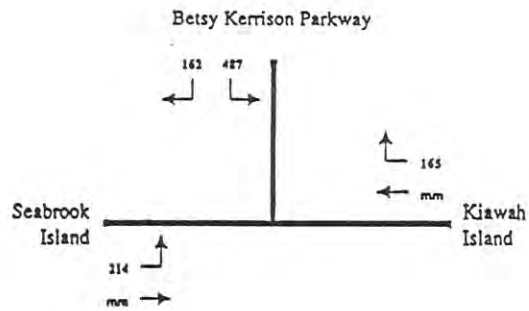
Population

	<u>Year</u>	<u>Residents</u>	<u>Total Population</u>	<u>Peak</u>
Kiawah Island	1990	718	4,000	N/A
Seabrook Island	1990	931	1,000	N/A
Total	1990	1,649	5,000	
Kiawah Island	1995	1,550	4,908	7,310
Seabrook Island	1995	1,319	2,326	2,910
Total	1995	2,869	7,234	10,220
Charleston County	1995	281,983		

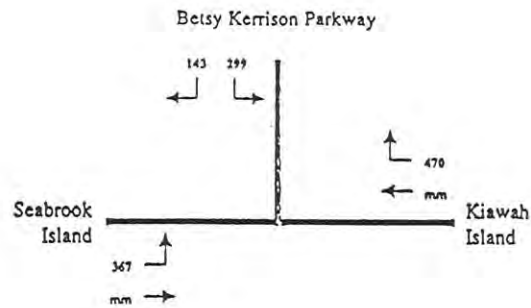
Basis for Data

Source of 1990 population data is Tri-County Council of Governments (COG). The Seabrook resident population comprises resident property owners, long-term renters and St. Christopher year-round residents and will include Andell Plantation when developed. Kiawah's 1995 resident population was estimated by the Kiawah External Affairs Committee. Total Seabrook population in 1995 comprises residents, short-term renters—as estimated from gate passes—conference attendees and permanent employees. For Kiawah, the total population estimates for 1995 are based on information from utilities. The peak population, including daily visitors, is that for any single day in July (the peak month for visitors) and reflects the total number of people who would have to be evacuated in the event of an emergency. This number is, of course, growing.

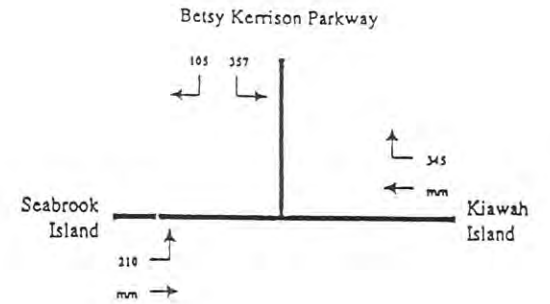
AM Weekday Peak



PM Weekday Peak



Saturday Peak

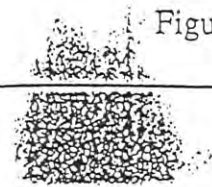


mm = minor movement



Sea Islands Intersection
1997 Turning Movement Volumes

Figure 1



ISLAND CENTER
PIGGY WIGGLY
(SHOPPING CENTER)

165
↓ ↑
131

BETSY KERRISON
PKWY.

BOHICKET ROAD

← 344
←

88
↙ ↓ ↘
18

↻ 38
← 214
← 6

← 258

→ 779

↻ 79
→ 700

→ 773

→ 115

↻ 42
↑ 14

← TO KIAWAH AND
SEABROOK ISLAND

→ 115

→ 14

139
↓ ↑
70

RIVER ROAD

T.P.E. MANUAL
TRAFFIC COUNT: 2/29/00

TPE
TRANSPORTATION
ANNERS-ENGINEERS, INC.
TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
6620 SOUTHPOINT DRIVE S. - SUITE 120
JACKSONVILLE, FLORIDA 32216
(904) 286-1734

**YEAR 2000
P.M. PEAK HOUR
TRAFFIC:
4:30 - 5:30**

MARCH 2, 2000



FIGURE

00-1597

Table 5-7

GENERALIZED TWO-WAY PEAK HOUR VOLUMES FOR FLORIDA'S URBANIZED AREAS*					
STATE TWO-WAY ARTERIALS UNINTERRUPTED FLOW			FREEWAYS		
Unsignalized					
Lanes/Divided	Level of Service				
	A	B	C	D	E
2 Undivided	810	1,270	1,720	2,260	3,010
4 Divided	1,950	3,260	4,560	5,470	6,510
6 Divided	2,930	4,890	6,840	8,210	9,770
INTERRUPTED FLOW					
Class I (>0.00 to 1.99 signalized intersections per mile)					
Lanes/Divided	Level of Service				
	A**	B	C	D***	E***
2 Undivided	N/A	1,000	1,450	1,550	1,550
4 Divided	N/A	2,190	3,080	3,260	3,260
6 Divided	N/A	3,330	4,640	4,890	4,890
8 Divided	N/A	4,210	5,710	5,990	5,990
Class II (2.00 to 4.50 signalized intersections per mile)					
Lanes/Divided	Level of Service				
	A**	B**	C	D	E
2 Undivided	N/A	N/A	920	1,390	1,500
4 Divided	N/A	N/A	2,130	3,020	3,190
6 Divided	N/A	N/A	3,300	4,550	4,810
8 Divided	N/A	N/A	4,160	5,590	5,900
Class III (more than 4.50 signalized intersections per mile and not within primary city central business district of urbanized area over 500,000)					
Lanes/Divided	Level of Service				
	A**	B**	C	D	E
2 Undivided	N/A	N/A	310	1,110	1,450
4 Divided	N/A	N/A	720	2,560	3,090
6 Divided	N/A	N/A	1,120	3,980	4,650
8 Divided	N/A	N/A	1,410	4,990	5,710
Class IV (more than 4.50 signalized intersections per mile and within primary city central business district of urbanized area over 500,000)					
Lanes/Divided	Level of Service				
	A**	B**	C	D	E
2 Undivided	N/A	N/A	340	1,270	1,410
4 Divided	N/A	N/A	820	2,750	2,990
6 Divided	N/A	N/A	1,290	4,190	4,510
8 Divided	N/A	N/A	1,610	5,170	5,530
NON-STATE ROADWAYS MAJOR CITY/COUNTY ROADWAYS					
Lanes	Level of Service				
	A**	B**	C	D	E
2 Undivided	N/A	N/A	780	1,330	1,450
4 Divided	N/A	N/A	1,810	2,880	3,080
6 Divided	N/A	N/A	2,800	4,350	4,640
OTHER SIGNALIZED ROADWAYS (signalized intersection analysis)					
Lanes	Level of Service				
	A**	B**	C	D	E
2 Undivided	N/A	N/A	430	990	1,090
4 Divided	N/A	N/A	1,060	2,170	2,310
ADJUSTMENTS DIVIDED/UNDIVIDED					
(after corresponding two-way volume indicated percent)					
Lanes	Left Turn		Adjustment		
	Median	Bays			
2 Divided	Yes	Yes	+5%		
2 Undivided	No	No	-20%		
Multi Undivided	Yes	Yes	-5%		
Multi Undivided	No	No	-25%		
ONE-WAY (after corresponding two-way volume indicated percent)					
One-Way Lanes	Equivalent Two-Way Lanes		Adjustment Factors		
2	4		-40%		
3	6		-40%		
4	8		-40%		
5	8		-25%		
<p>The Florida Department of Transportation Source: Systems Planning Office 605 Suwannee Street - Mail Station 19 Tallahassee, Florida 32399-0450 http://www.dot.state.fl.us/planning</p>					
<p>* The table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Values shown are two-way hourly maximum volumes for levels of service, and are based on the 1997 Update to the Highway Capacity Manual and Florida traffic, roadway, and signalization data. To convert to annual average daily traffic volumes, these volumes must be divided by an appropriate K100 factor (not peak-to-daily ratio). The table's input value assumptions and level of service criteria appear on the following page. ** Cannot be achieved. *** Volumes are comparable because intersection capacities have been reached.</p>					
September 1998					



Table 5-7 (Continued)

INPUT VALUE ASSUMPTIONS

CHARACTERISTIC	STATE TWO-WAY ARTERIALS												FREEWAYS								Non-State Roadways			
	UNINTERRUPTED		Class I		Class II		Class III		Class IV		Group I		Group II		Major City / Co.		Other Stratified							
Number of Through Lanes	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln	2 Ln	4 Ln						
Planning Analysis Hour Factor (K100)	0.091	0.091	0.093	0.093	0.093	0.093	0.093	0.093	0.092	0.092	0.092	0.092	0.092	0.092	0.091	0.091	0.091	0.091						
Directional Distribution Factor (D)	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568	0.568						
Peak Hour Factor (PHF)	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925						
Adjusted Saturation Flow Rate	1,850	2,000	1,850	1,850	1,700	1,850	1,850	1,700	1,850	1,850	1,700	1,800	1,800	1,850	1,850	1,800	1,800	1,800						
% Turns from Exclusive Lanes	12	12	12	12	12	12	12	12	12	12	12	12	12	12	14	14	16	16						
Urbanized, Transitioning/Urban, Rural	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U						
Arterial Class	1	1	1	1	2	2	2	3	3	3	4	4	4	4	2	2	4	4						
Free Flow Speed (mph)	50	50	50	50	45	45	45	35	35	35	30	30	30	60	60	60	60	65						
Base Length of Arterial (mi.)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1						
Medians (Y/N)	N	Y	N	Y	N	Y	Y	N	Y	Y	N	Y	Y	Y	N	Y	N	Y						
Left Turn Bays (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y						
Signalized Intersections	1	1	1	1	3	3	3	5	5	5	8	8	8	2.5	2.5	3	3	3						
Arrival Type	A	A	A	A	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
Signal Type	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120						
Cycle Length (C)	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.41	0.41	0.31	0.31	0.31						
Weighted Effective Green Ratio (g/C)	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.41	0.41	0.31	0.31	0.31						

LEVEL OF SERVICE THRESHOLDS

Level of Service	STATE TWO-WAY ARTERIALS				FREEWAYS				Non-State Roadways	
	Uninterrupted (vol./cap.)	Class I (avg. travel speed)	Class II (avg. travel speed)	Class III (avg. travel speed)	Class IV (avg. travel speed)	Group I (vol./cap.)	Group II (vol./cap.)	Major City / Co. (avg. travel speed)	Other Stratified (control delay)	
A	≥ 0.30	≥ 42 mph	≥ 35 mph	≥ 30 mph	≥ 25 mph	≥ 0.26	≥ 0.28	Same	≤ 10 sec	
B	≥ 0.50	≥ 34 mph	≥ 28 mph	≥ 24 mph	≥ 19 mph	≥ 0.42	≥ 0.44	Same	≤ 20 sec	
C	≥ 0.70	≥ 27 mph	≥ 22 mph	≥ 18 mph	≥ 13 mph	≥ 0.63	≥ 0.66	as	≤ 35 sec	
D	≥ 0.84	≥ 21 mph	≥ 17 mph	≥ 14 mph	≥ 9 mph	≥ 0.81	≥ 0.84	State	≤ 55 sec	
E	≥ 1.00	≥ 16 mph	≥ 13 mph	≥ 10 mph	≥ 7 mph	≥ 1.00	≥ 1.00	Arterials	≤ 80 sec	
F	> 1.00	< 16 mph	< 13 mph	< 10 mph	< 7 mph	> 1.00	> 1.00		> 80 sec	

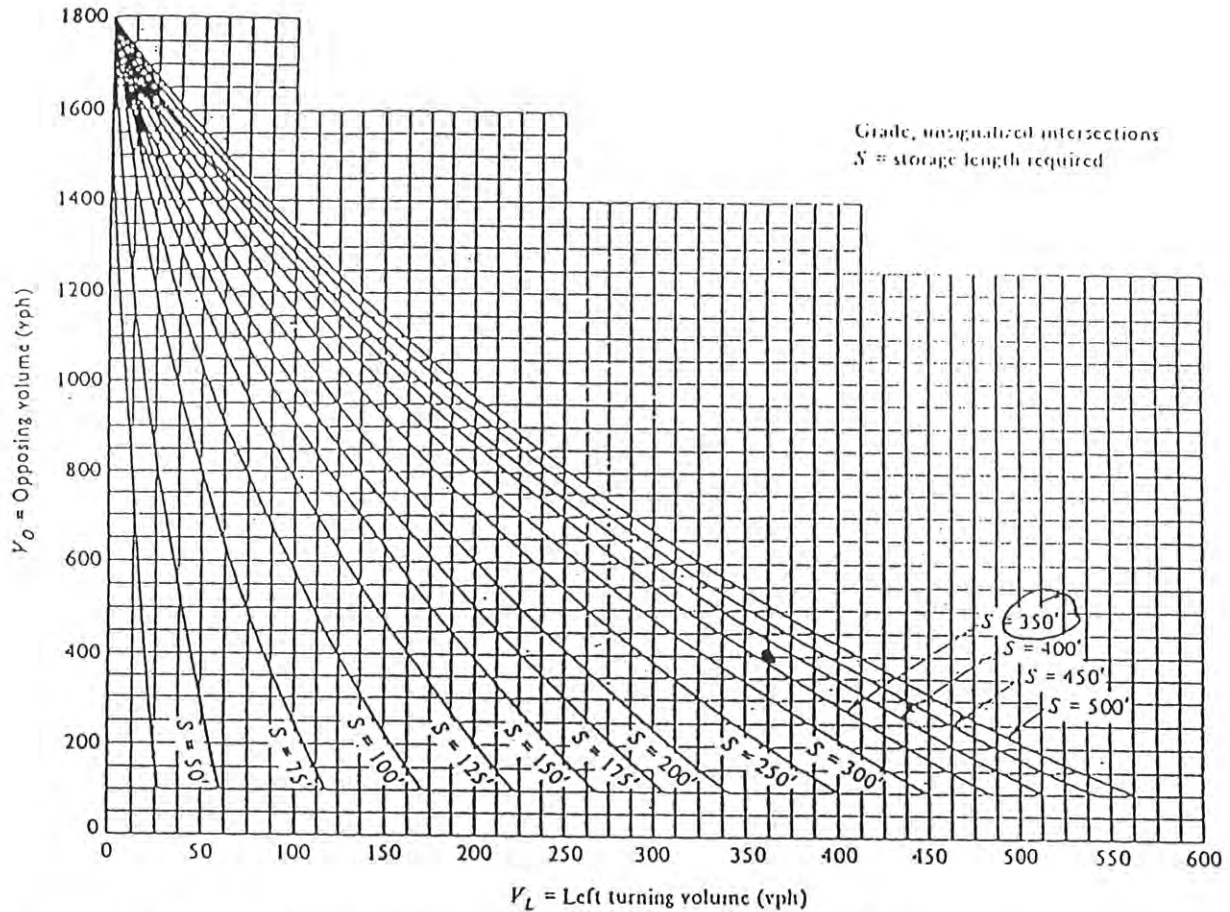


Figure 9-14. Left-turn storage at nonsignalized intersections. (Source: M.D. Harmelink, "Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersection," Highway Research Record 211, 1967)

4. Determine the length necessary to decelerate from roadway design speed either to a full stop or to a 15-mph exit curve (see Table 9-11).

Whichever length or combination of lengths requires the greatest distance is the total length of turn lane that should be provided where conditions permit.

9.5 MEDIAN OPENINGS

Left-turn ingress or egress requires a median opening when traffic traveling in opposing directions is separated by a barrier median. Median widths commonly vary from 4 ft to over 30 ft. Widths ranging from 14 to 20 ft are desirable for providing separate left turn lanes.

Design elements include the median width, the spacing of median openings, and the geometrics of median noses at openings. The design of the median nose can vary from semicircular, usually for medians in the 4-ft to 10-ft range, to bullet nose design, for wider medians and for intersections that will accommodate semi-trailer trucks.

Table 9-12. Minimum maneuver distances. (Source: Adapted from V.G. Storer, Texas A & M University, College Station, TX, "Access Control Issues Related to Urban Arterial Intersection Design," unpublished paper)

SPEED (mph)	MINIMUM MANEUVER DISTANCE (feet) ⁽¹⁾
30	140
35	190
40	210
45	300
50	380
55	450

⁽¹⁾ Assumes a 4.5 fps² deceleration while moving laterally into turn bay at 3.0 fps² lateral shift and 9.0 fps² average deceleration thereafter.

Land Use: 820

Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands.

Over 650 shopping centers including neighborhood centers, community centers, regional centers, and super regional centers were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (e.g., ice skating rinks or indoor miniature golf courses). The centers ranged in size from 1,700 to 2,200,000 square feet of gross leasable area (GLA). The centers that were studied are located in suburban areas throughout the United States and therefore represent average U.S. suburban conditions.

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

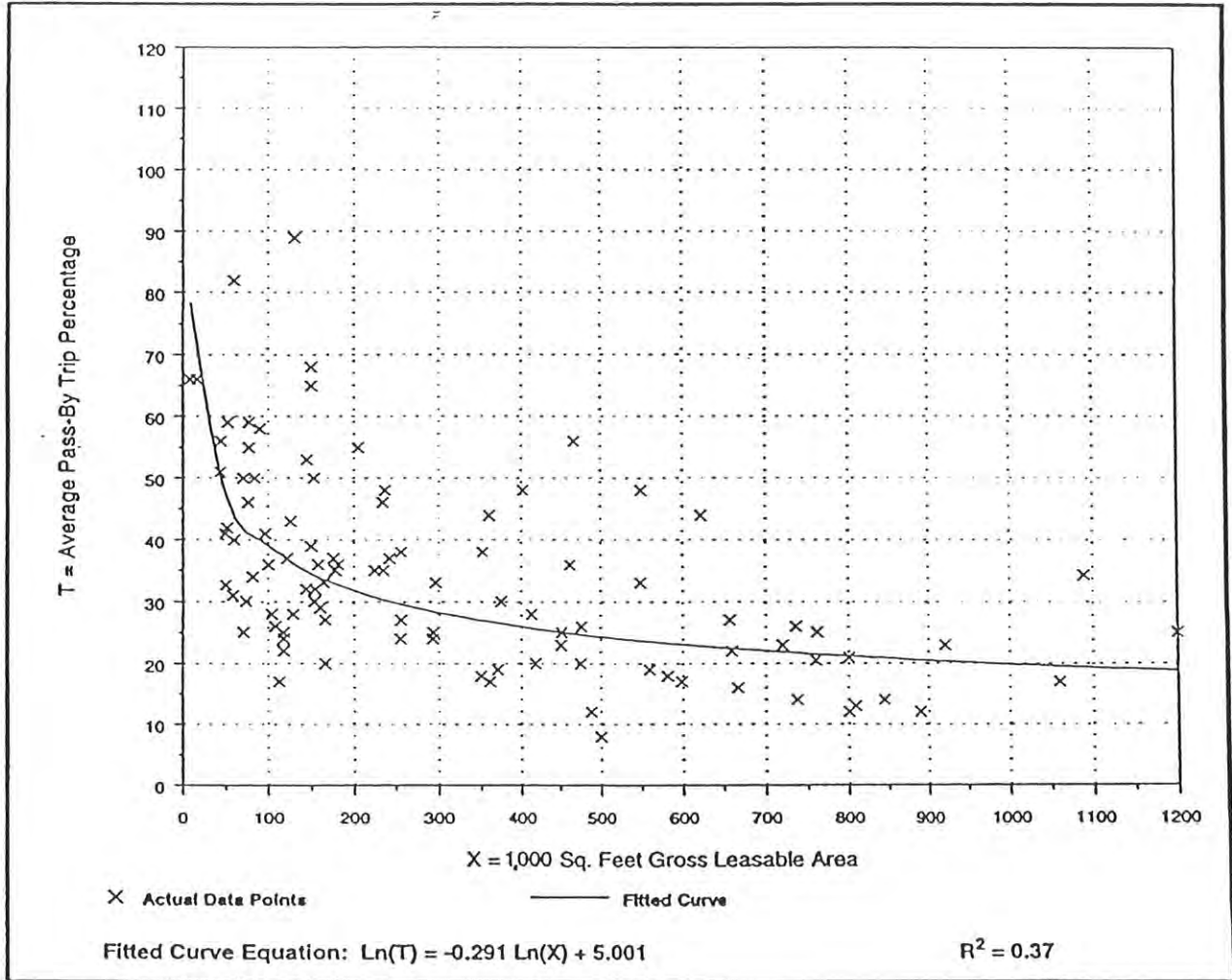
Separate equations have been developed for shopping centers during the Christmas shopping season. Plots are included for the weekday peak hour of adjacent street traffic and the Saturday peak hour of the generator.

Information on hourly, monthly, and daily variation in shopping center traffic is shown in Tables 1, 2, 3, and 4. It should be noted, however, the information contained in these tables is based on a limited sample size. Therefore, caution should be exercised when applying the data. Also, some information provided in the tables may conflict with the results obtained by applying the average rate or regression equations. When this occurs, it is suggested that the results from the average rate or regression equations be used as they are based on a larger number of studies.

Figure 5.5 Shopping Center (820)

Average Pass-By Trip Percentage vs: 1,000 Sq. Feet Gross Leasable Area
On a: Weekday, P.M. Peak Period
Number of Studies: 100
Average 1,000 Sq. Feet GLA: 329

Data Plot



Shopping Center (820)

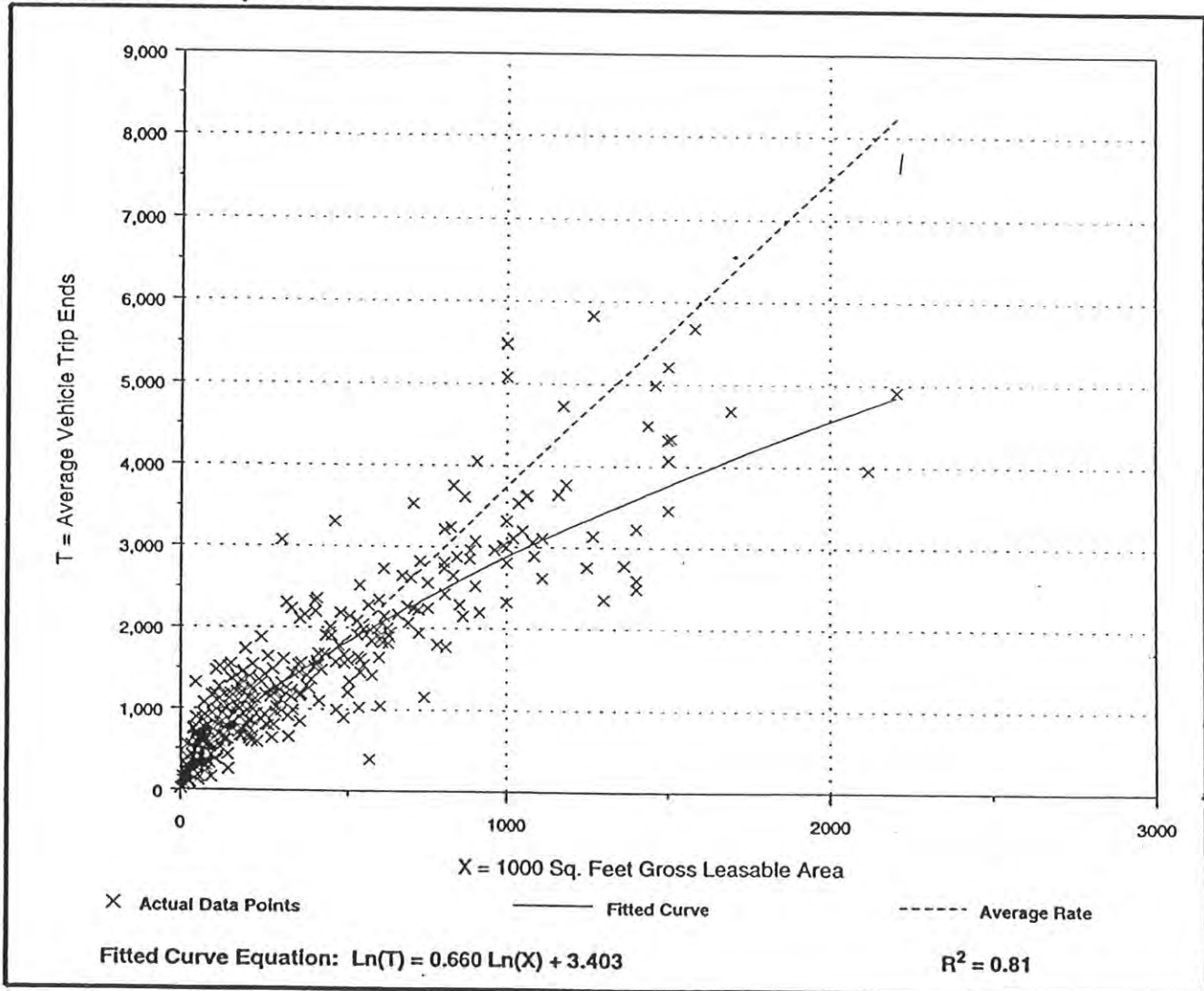
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 401
Average 1000 Sq. Feet GLA: 383
Directional Distribution: 48% entering, 52% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.74	0.68 - 29.27	2.73

Data Plot and Equation



Shopping Center (820)

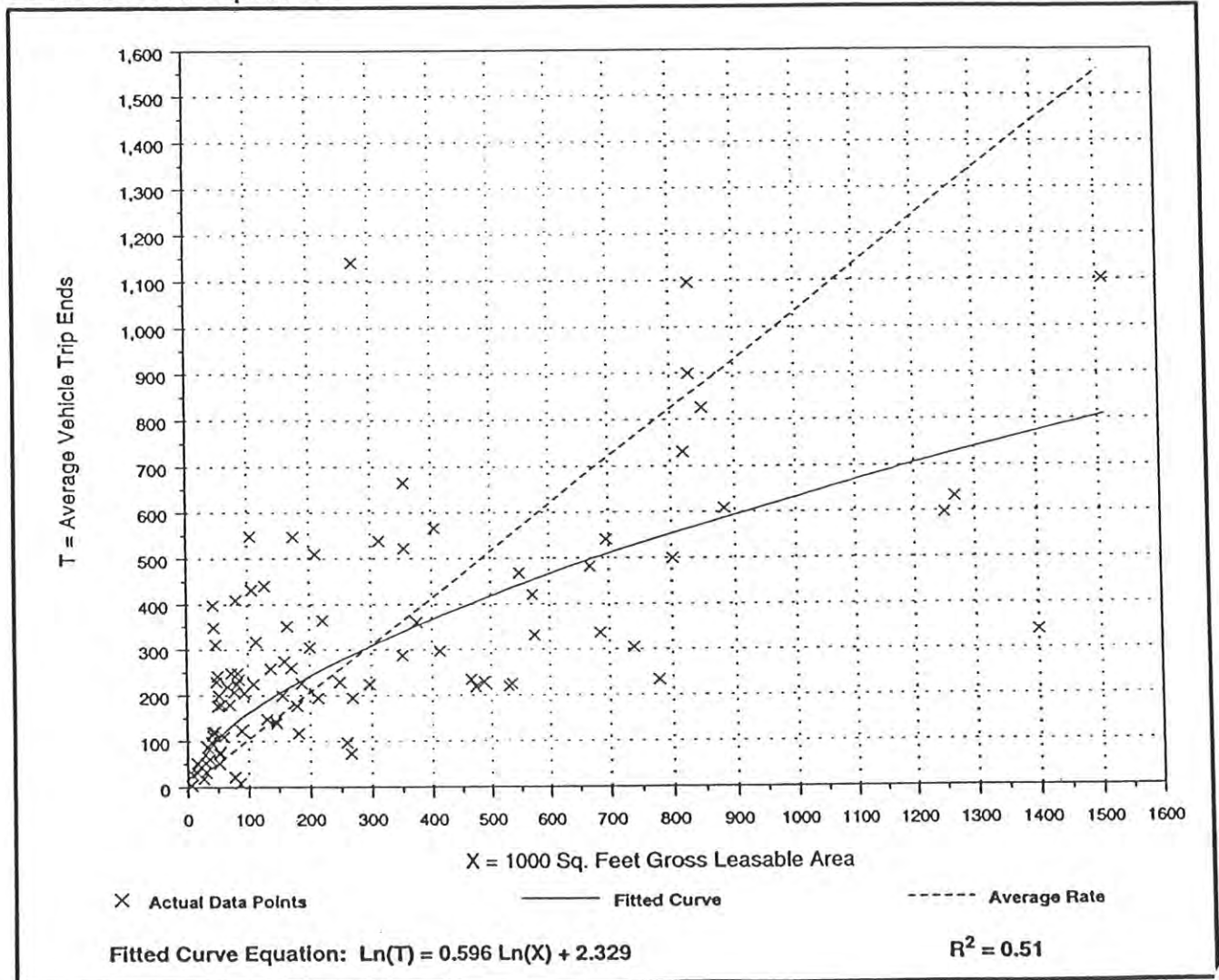
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 96
Average 1000 Sq. Feet GLA: 292
Directional Distribution: 61% entering, 39% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
1.03	0.10 - 9.05	1.40

Data Plot and Equation



Shopping Center (820)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday

Number of Studies: 299
Average 1000 Sq. Feet GLA: 331
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.92	12.50 - 270.89	21.39

Data Plot and Equation

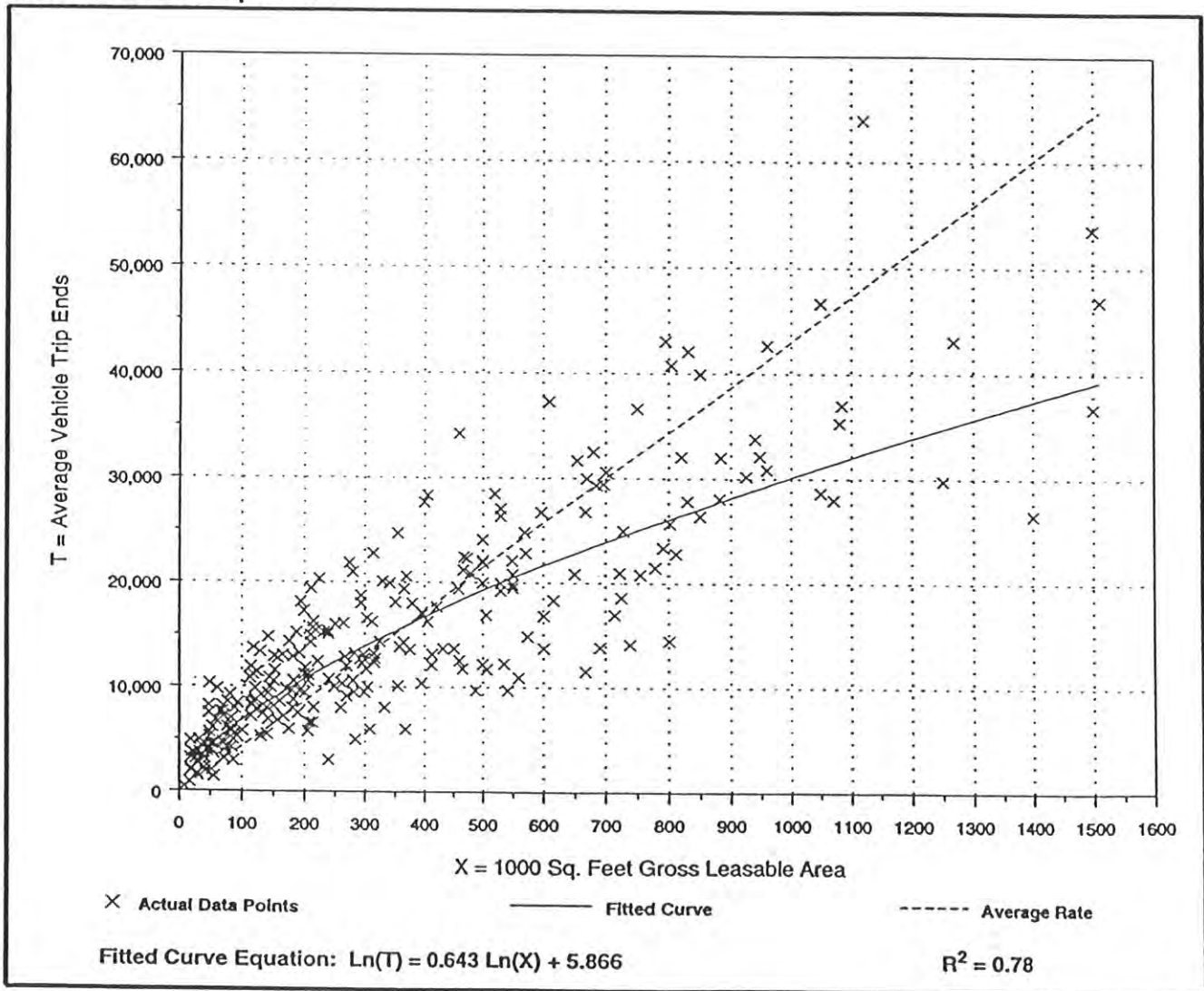


Table 5.26
Pass-By Trips and Diverted Linked Trips
Weekday, P.M. Peak Period

Land Use 912—Drive-in Bank

SIZE (1,000 SQ. FEET GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	SOURCE
16.0	Overland Park, KS	Dec. 1988	20	4:30-5:30 P.M.	55	-	30	15	n/a	n/a
3.3	Louisville area, KY	Jul. 1993	n/a	4-6 P.M.	22	-	30	48	2,570	Barton-Aschman Assoc.
3.4	Louisville area, KY	Jul. 1993	n/a	4-6 P.M.	22	-	14	64	2,266	Barton-Aschman Assoc.
3.4	Louisville area, KY	Jul. 1993	75	4-6 P.M.	11	-	32	57	1,955	Barton-Aschman Assoc.
3.5	Louisville area, KY	Jun. 1993	53	4-6 P.M.	32	-	21	47	2,785	Barton-Aschman Assoc.
6.4	Louisville area, KY	Jun. 1993	66	4-6 P.M.	20	-	27	53	2,610	Barton-Aschman Assoc.

Average Pass-By Trip Percentage: 47

Table 3.14
Pass-By Trips and Diverted Linked Trips
Weekday, P.M. Peak Period

Land Use 845—Gasoline/Service Station with Convenience Market

SIZE (1,000 SQ. FEET GFA)	VEHICLE FUELING POSITIONS	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	SOURCE
.8	8	Louisville area, KY	1993	83	4-6 P.M.	8	-	40	52	4,965	Barton-Aschman Assoc.
.6	8	Louisville, KY	1993	60	4-6 P.M.	20	-	27	53	1,491	Barton-Aschman Assoc.
.7	10	Louisville, KY	1993	n/a	4-6 P.M.	19	-	24	57	1,812	Barton-Aschman Assoc.
.7	8	Louisville area, KY	1993	n/a	4-6 P.M.	7	-	21	72	2,657	Barton-Aschman Assoc.
.7	10	Louisville area, KY	1993	n/a	4-6 P.M.	16	-	29	55	2,657	Barton-Aschman Assoc.
.8	8	Silver Spring, MD	1992	36	4-6 P.M.	14	-	19	67	3,095	RBA
.4	8	Derwood, MD	1992	46	4-6 P.M.	11	-	43	46	3,770	RBA
2.1	8	Kensington, MD	1992	31	4-6 P.M.	13	-	35	52	1,785	RBA
1	8	Silver Spring, MD	1992	35	4-6 P.M.	3	-	43	54	7,080	RBA

Average Pass-By Trip Percentage: 56

Table 5.13
Pass-By Trips and Diverted Linked Trips
Weekday, A.M. Peak Period


Land Use 845—Gasoline/Service Station with Convenience Market

SIZE (1,000 SQ. FEET GFA)	VEHICLE FUELING POSITIONS	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	SOURCE
.8	8	Louisville area, KY	1993	61	7-9 A.M.	15	-	25	60	4,000	Barton-Aschman Assoc.
.6	8	Louisville, KY	1993	48	7-9 A.M.	13	-	19	68	1,307	Barton-Aschman Assoc.
.7	10	Louisville, KY	1993	47	7-9 A.M.	11	-	22	67	1,105	Barton-Aschman Assoc.
.7	8	Louisville area, KY	1993	n/a	7-9 A.M.	22	-	22	56	1,211	Barton-Aschman Assoc.
.7	10	Louisville area, KY	1993	n/a	7-9 A.M.	31	-	12	46	1,211	Barton-Aschman Assoc.
.3	n/a	Louisville area, KY	1993	75	7-9 A.M.	15	-	13	72	n/a	Barton-Aschman Assoc.
.8	8	Silver Spring, MD	1992	36	7-9 A.M.	14	-	39	47	3,095	RBA
.4	8	Derwood, MD	1992	46	7-9 A.M.	0	-	25	75	3,770	RBA
2.2	8	Kensington, MD	1992	31	7-9 A.M.	34	-	19	47	1,785	RBA
1	8	Silver Spring, MD	1992	35	7-9 A.M.	9	-	13	78	7,080	RBA

Average Pass-By Trip Percentage: 62



BERKELEY
ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Partner 

TMS MAIL MAIL
FROM: RAY

December 13, 2001

Mr. Ray Pantlik
Director of Development
Kiawah Resort Associates
P O Box 12001
Charleston, SC 29412

RE: Power Availability Freshfield Planned Development being a part of
Tract I-B TMS# 205-0-0-005

Dear Ray:

Berkeley Electric Cooperative, Inc. has the capacity to supply your :
electrical needs for the above-mentioned project.

Berkeley Electric Cooperative will extends its service pursuant to our
Service Rules and Regulations, which are in effect, at the time of service.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Richard L. Walker

Richard L. Walker
Superintendent of Field Engineering

RW/rj

C: Thomas O. Myers, Jr. P.E.

Post Office Box 1234
Moncks Corner, SC 29461
(843) 761-8200
(843) 825-3383
Fax (843) 572-1280

Post Office Box 128
Johns Island, SC 29457
(843) 559-2458
Fax (843) 559-3876

Post Office Box 1549
Goose Creek, SC 29445
(843) 553-5020
Fax (843) 553-6761

3745 N. Highway 17
Awendaw, SC 29429
(843) 884-7525
Fax (843) 884-3044

ST. JOHN'S WATER COMPANY, INC.

Post Office Box 629
John's Island, South Carolina 29457-0629
559-0186

January 14, 2002

Mr. Ray Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
Post Office Box 12001
Charleston, SC 29422

Re: Freshfields Planned Development
Water Availability and Willingness to Serve

Dear Mr. Pantlik:

This letter is to confirm that Freshfields Planned Development, proposing to consist of residential and commercial development, is within the water service area of the St. John's Water Company, Inc. (SJWC). SJWC does have water available from both 24-inch and 16-inch ductile iron water lines on Betsy Kerrison Parkway.

Our system is SC DHEC approved and we have the capacity and willingness to provide potable water to your site upon completion of your development. After receiving your certification of water system construction, our final inspection approval, satisfying all legal requirements, payment of fees, and obtaining DHEC approval, SJWC will own, operate and maintain the water distribution system in the referenced project.

If you have any questions, please feel free to give me a call.

Sincerely,
ST. JOHN'S WATER COMPANY



Ava Robichaux
General Manager

CC: Colleen Schild / BPB

ST. JOHN'S WATER COMPANY, INC.

Post Office Box 629
John's Island, South Carolina 29457-0629
559-0186

REC
JAN 17 2002
BY: _____

January 15, 2002

Mr. Ray Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
Post Office Box 12001
Charleston, SC 29422

Re: Freshfields Planned Development
Water Availability and Willingness to Serve
Cover Letter

Dear Mr. Pantlik:

Enclosed please find a letter of water availability and willingness to serve for the Freshfields Planned Development as required for Charleston County approval. Please note that the water availability for the development is contingent upon operational completion of our proposed 30-inch water line.

If you have any questions, please feel free to give me a call.

Sincerely,
ST. JOHN'S WATER COMPANY



Ava Robichaux
General Manager

CC: Colleen Schild / BPB



SEABROOK ISLAND UTILITY COMMISSION

2001 Seabrook Island Road • Seabrook Island, S.C. 29455
Phone: (843) 768-9121 • Fax: (843) 768-9830

Operations Address:
2902A Seabrook Island Road, S.C. 29455
Phone: (843) 768-0102 • Fax: (843) 768-1075

RE
JAN 09 2002
BY:.....

Commissioners:
Joseph W. Hall
Robert J. DeLaney, Jr.
Jack B. Clarkson

January 8, 2002

Mr. Ray C. Pantlik, PE
Kiawah Development Partners, Inc.
P. O. Box 12001
Charleston, SC 29422

Dear Ray:

In early December you requested a commitment from the Seabrook Island Utility Commission to provide sewer service to a new commercial development by Atlantic Partners, LLC at the intersections of Betsy Kerrison Parkway, Kiawah Parkway and Seabrook Island Road on Johns Island.

This undertaking would be a planned development on approximately 60 acres of land on which about 650,000 sq. ft. of commercial space, 240 residential units and a 100 room hotel would be constructed, collectively requiring a maximum sewer service of 180,000 gallons per day.

Shortly before the December 14 Commission meeting, I talked to Townsend Clarkson by telephone about your request and told him that the Commission had the capacity to serve this volume of wastewater and that I thought the Commission would desire to commit to the service, subject to a formal contract between Atlantic Partners, LLC and the Commission, which is necessary under the Commission's Rate policy.

Townsend and I agreed that a contract patterned after the Cassique agreement would be basically acceptable to both parties and he agreed to get such agreement drafted/typed and delivered to the Commission. As of this date the Commission has not received it.

I agreed to put the subject on the agenda of the Commission's December 14 meeting. The following excerpt from the drafted minutes of that meeting details the action taken:

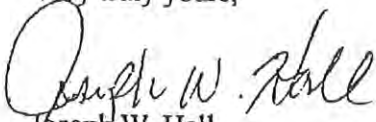
Operations Manager Young reported on the request from Atlantic Partners, LLC for a letter committing the Commission to sewer service for a planned commercial center at the intersection of Betsy Kerrison

Parkway, Kiawah Parkway and Seabrook Island Road. When completed the center would have an estimated need for 180,000 gallons per day of sewer service. Commissioner Delaney proposed the Commission commit to the requested service, subject to a sewer service contract, similar to the sewer service agreement with the Cassique development, being signed with Atlantic Partner, LLC. Commissioner Clarkson seconded the proposal. The proposal was approved unanimously.

As you are aware, these sewer service agreements cover a variety of items, such as, but not limited to, easements, titles, fees, engineering, construction and operations. We seldom have problems in reaching understanding with developers on such agreements, but with all the many people and entities involved in such projects it is important to have a document enumerating specific obligations and responsibilities of the parties.

I hope this gives you and others to whom this is of concern an understanding of the Commission's position. The Commission has the capacity to serve and has voted to commit the service, subject to an agreement encompassing conditions with which both parties are familiar.

Very truly yours,


Joseph W. Hall
Chairman

CLIFFORD J. SMITH
CHIEF FIRE INVESTIGATOR

DONALD S. CHASE
CHIEF FIRE INSPECTOR

**ST. JOHNS
FIRE DISTRICT**
Fire Prevention Bureau
P.O. BOX 56
JOHNS ISLAND, S.C. 29457
PHONE: (843) 559-9194
FAX: (843) 559-3687



3 December 2001

Mr. Ray C. Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
P.O. Box 12001
Charleston, South Carolina 29422

Dear Mr. Pantlik:

The St. Johns Fire Department is in receipt of your letter dated 21 November 2001, requesting a confirmation letter attesting to the availability of resources by the St. Johns Fire District for providing "necessary fire protection" to the proposed construction of *Freshfields Planned Development*.


This letter shall be construed as that acknowledgement with the provisions as indicated.

1. All commercial structures shall comply fully with the International Building Code accepted at the time of permit application.
2. All commercial structures shall comply fully with the International Fire Code accepted at the time of permit application.
3. National Fire Protection Association (NFPA) standards that are applicable to the construction of the residential, retail/office and hotel development shall be enforced.
4. Approved adequacy of water supply and pressure are substantiated for required fire flow (control there of) as calculated by construction and occupancy.

In closing, the St. Johns Fire District has the responsibility for providing emergency services to the proposed area (Betsey Kerrison Parkway, Kiawah Island Parkway and Seabrook Island Road) for the *Freshfields Planned Development*.

Should your required any further assistance regarding this issue, please contact the St. Johns Fire Department's Fire Prevention Bureau at 559-9194.

Sincerely,


D.S. Chase
Chief Fire Inspector
St. Johns Fire District

c/c Karl E. Ristow
Chief of Department

ST. JOHN'S FIRE DISTRICT

COMMISSIONERS

ISAAC ROBINSON, *Chairman*
TIM FORD, *Vice Chairman*
ROBERT L. FELHAM
ERIC P. BRITTON
JOSEPH ROBINSON
GENEVA SMITH
TOM KULKC

P.O. BOX 56
JOHNS ISLAND, S.C. 29457
PHONE: (843) 559-9194
FAX: (843) 559-3687



KARL E. RISTOW, *Fire Chief*

5 January 2002

Mr. Ray C. Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
P.O. Box 12001
Charleston, SC 29422

FEB 06 2002
BY:.....

Dear Mr. Pantlik:

I am in receipt of your letter dated 4 February 2002. Pursuant to the clarification that the Charleston County Planning Department is requesting regarding setbacks and proposed building heights (limited to 55 feet above flood elevation), the St. Johns Fire Department will enforce the International Building Code, 2000 Edition, Chapter 5, Table 503, which states, "The height and area for buildings of different construction types shall be governed by the intended use of the building and shall not exceed the limits in Table 503 except as modified hereafter."

Minimum setback issues shall be evaluated and approved or rejected based on the criteria set forth by the International Building Code, 2000 Edition, Chapter 5, Section 506, "Area Modifications" and Section 507, "Unlimited Area Buildings".

I hope that the referenced guidelines will provide clarity to those code requirements that the St. Johns Fire District will enforce.

Should you require any additional information or further assistance, please feel free to contact me at (843) 559-9194.

Sincerely,

D.S. Chase
Chief Fire Inspector
St. Johns Fire District

c/c Karl E. Ristow
Chief of Department

Keith A. Walker
Deputy Chief of Department

Mark



**Office of Ocean and Coastal
Resource Management**

1362 McMillan Avenue, Suite 400
Charleston, SC 29405

(803) 744-5838 FAX (803) 744-5847

June 3, 2002

Mr. Ray Pantlik, P.E.
Atlantic Partners, LLC
211 King Street, Suite 300
Charleston, S.C. 29401

RE: Freshfields Retail Village
Seabrook Island
Charleston County
Proof of Coordination

Dear Mr. Pantlik:

The above referenced project will need several permits and certifications from DHEC-OCRM. However, the submitted plan appears amenable to the existing DHEC-OCRM regulatory constraints. The site may contain wetlands; thus a wetland delineation will be required. Also, DHEC-OCRM must issue a Stormwater Management and Sediment Control permit prior to any land disturbing activity on the site.

I am available to review more detailed plans of the project as it progresses. Presently, it appears you are aware of the various requirements relating to DHEC-OCRM approval of the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Fersner', written over a circular stamp or mark.

Joseph Fersner, P.E.
Manager, Engineering
and State Certifications

jjf/cert-let/proof

EXHIBIT H
Modifications To Charleston County Zoning And Land Development
Regulations Ordinance

DESCRIPTION

The applicant proposes certain modifications or replacement wording to select sections of the Zoning and Land Development Regulations Ordinance (As adopted November 20, 2001). These proposed modifications are intended to allow additional flexibility in meeting the intent of the ordinance as outlined in Art. 1.5 Purpose and Intent while responding to unique siting conditions and concept development for the Freshfields Retail Village.

These proposed modifications are specifically intended to address the unique attributes located near the resident neighborhoods of Johns Island, Seabrook and Kiawah as well as unique characteristics of the seasonal population of the coastal islands. The proposed mixed use village concept combining both residential and retail sales/services can best be executed when certain development standards (such as shared parking) are integrated. Additionally, a balance between technical requirements and aesthetics (such as signage and landscape design) is addressed by an Architectural Review Board.

All development in the PDD-FV district shall be subject to the following density, intensity and dimensional standards:

PDD-FV DENSITY/INTENSITY AND DIMENSIONAL STANDARDS	
MINIMUM LOT AREA	4,000 square feet
MINIMUM LOT WIDTH	50 feet
MINIMUM SETBACKS	
Front/Street side	None
Interior Side	None
Rear	None
OCRM Critical Line	25 feet (Ave.) * No less than 20 feet
MAXIMUM BUILDING COVER	40% of lot
MAXIMUM HEIGHT	3 Habitable Floors (55' from F.F.E. to roof ridge)

I. Statement of Purpose, Intent, Objectives

The Freshfields Village district is a mixed-use village center serving the combined needs of the Johns Island, Seabrook Island and Kiawah Island Community. The district is composed of a broad range of commercial uses in combination with a limited number of residential uses characteristic of traditional rural villages.

II. Land Uses:

The uses will be as outlined in Table 6.1-1 (Exhibit H)

<u>Description</u>	<u>Acreage</u>	<u>Units</u>	<u>Density</u>
A. Residential			
1. Town Homes	Mixed Use	40 D.U.	*
2. Apartments	Mixed Use	160 D.U.	*
- Over Retail	40		
- Freestanding	120		
		200 D.U.	
* Overall density 3D.U./Ac			
	<u>Acreage</u>	<u>Structures</u>	<u>Sq. Footage</u>
B. Commercial			
- Retail Sales/Services	Mixed Use	10 -16	350,000
C. Office	Mixed Use	4 - 8	130,000

- D. Recreational
 - Buffer Areas 4 Ac.
 - Parks, Gardens, Ponds 10 Ac.

III. Setback Criteria

Setback and dimensional standards are as outlined above.

IV. Lot Size Criteria

It is the intent of the applicant to own the entire development and not further subdivide; however, if subdivision occurs, the minimum lot size is 4,000 Sq. Ft.

V. Lighting Plan

A lighting plan will be developed with each phase that is consistent with S 9.6.4.C. Site Lighting.

VI. Off-Street Parking

Off-street parking will meet all dimensional requirements as outlined in Art. 9.3. The concept plan is based upon a walking distance village concept that encourages shared parking. The applicant requests that an overall parking ratio for all uses be established at 1 space for 300 Sq. Ft. of all non-residential, and 1.5 spaces for the standard 2 bedroom dwelling unit. Restaurant use will require one space per 150 sq. ft. of seating area, plus one space per employee. Provisions will be made for peak use times and special events on adjacent grass areas.

VII. Tree Survey

The property is substantially open fields void of trees that would require survey location. Trees existing on the property area are generally included in buffer areas along Seabrook Island Road (50' on the South and 30' on the North) and the Kiawah Island Parkway (100')

VIII. Screening/Buffer Areas

Proper screening of uses as required will be identified on detailed site plans for each phase. Landscaping will meet or exceed Charleston County planting requirements at time the site is developed.

IX. Fences and Walls

If included in future development, fences and walls will be so indicated, and will meet existing criteria.

X. Streets

It is intent of the applicant to design, construct, and maintain all roadway and drainage improvements privately. Detailed drawings of the proposed improvements will be prepared and advanced to Charleston County for record purposes.

XI. Phasing

It is the intent of the applicant to phase the proposed development over a 12-15 year period. Phases would generally be in segments of 20-50 Dwelling Units and 100,000 to 150,000 Sq. Ft. of retail sales/services, and offices. Three to four primary phases are anticipated.

XII. Signs

The graphic system will meet the requirements of Art. 9.11. with exceptions noted.

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

AGRICULTURAL USES		
ANIMAL PRODUCTION		
	Animal Aquaculture, including Finfish Farming, Fish Hatcheries, or Shrimp or Shellfish Farming (in ponds)	
	Apiculture (Bee Keeping)	
	Horse or Other Animal Production	
	Concentrated Animal Feeding Operations	
CROP PRODUCTION		
	Greenhouse Production or Food Crops Grown Under Cover	●
	Horticultural Production or Commercial Nursery Operations	●
	Hydroponics	
	Crop Production	
FORESTRY AND LOGGING		
	Commercial Timber Operations	
	Lumber Mills, Planing, or Saw Mills, including Chipping or Mulching	
STABLE		
	Stable	
SUPPORT ACTIVITIES FOR AGRICULTURE USES		
	Agricultural Processing	
	Agricultural Sales or Services	
	Roadside Stands, including the sale of sweetgrass baskets	●
RESIDENTIAL		
	Congregate Living for the elderly (up to 15 residents)	
	Duplex	●
	Dwelling Group	●
	Farm Labor Housing (up to 10 residents)	
	Farm Labor Housing (Dormitory) (more than 10 residents)	
	Child Caring Institution (more than 20 children)	●
	Group Care Home, Residential (up to 20 children)	
	Group Residential, including Fraternity or Sorority Houses, Dormitories, or Residence Halls	
	Manufactured Housing Unit	
	Manufactured Housing Unit, Replacement	
	Manufactured Housing Park	
	Multi-Family, including Condominiums or Apartments	●
	Retirement Housing	●
	Retirement Housing, Limited (up to 10 residents)	
	Single-Family Attached, also known as Townhouses or Rowhouses	●
	Single-Family Detached	●
	Single-Family Detached [affordable]	
	Single-Family Detached/Manufactured Housing Unit (Joint) or Two Manufactured Housing Units (Joint)	

TABLE 6.1-1

PDD-FV (Freshfields Village)

- Use permitted as a Matter-of-Right

	Transitional Housing, including Homeless and Emergency Shelters, Pre-Parole Detention Facilities, or Halfway Houses	
CIVIC/INSTITUTIONAL		
COURTS AND PUBLIC SAFETY		
	Court of Law	
	Correctional Institutions	
	Parole Offices or Probation Offices	
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection, or Police Protection	●
DAY CARE SERVICES		
	Adult Day Care Facilities	●
	Child Day Care Facilities, including Group Day Care Home or Child Care Center	●
	Family Day Care Home	
DEATH CARE SERVICES		
	Cemeteries or Crematories	
	Funeral Services, including Funeral Homes or Mortuaries	
EDUCATIONAL SERVICES		
	Pre-school or Educational Nursery	●
	School, Primary	
	School, Secondary	
	College or University Facility	
	Business or Trade School	
	Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools	
HEALTH CARE SERVICES		
	Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities	●
	Community Residential Care Facilities	●
	Convalescent Services, including Nursing Homes	
	Counseling Services, including Job Training or Placement Services	
	Intermediate Care Facility for the Mentally Retarded	
	Public or Community Health Care Centers	
	Health Care Laboratories, including Medical Diagnostic or Dental Laboratories	●
	Home Health Agencies	
	Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices	
	Outpatient Facilities for Chemically Dependent or Addicted Persons	
	Rehabilitation Facilities	
	Residential Treatment Facility for Children or Adolescents (mental health treatment)	
MUSEUMS, HISTORICAL SITES AND SIMILAR		
	Historical Sites (Open to the Public)	-
	Libraries or Archives	●
	Museums	●

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

Nature Exhibition	●
Botanical Gardens	●
Zoos	
POSTAL SERVICE	
Postal Service, United States	●
RECREATION AND ENTERTAINMENT	
Community Recreation, including Recreation Centers	●
Fishing or Hunting Guide Service (Commercial)	●
Fishing or Hunting Lodge (Commercial)	
Golf Courses or Country Clubs	
Parks and Recreation	●
Recreation and Entertainment, Indoor, including Billiard Parlors, Bowling Centers, Ice or Roller Skating Rinks, Indoor Shooting Ranges, Theaters, or Video Arcades	●
Recreation and Entertainment, Outdoor, including Amusement Parks, Fairgrounds, Miniature Golf Courses, Race or Go-Cart Tracks, or Sports Arenas	●
Drive-In Theaters	
Golf Driving Ranges	
Outdoor Shooting Ranges	
Recreation or Vacation Camps	
RELIGIOUS, CIVIC, PROFESSIONAL AND SIMIL	
Business, Professional, Labor, or Political Organizations	●
Social or Civic Organizations, including Youth Organizations, Sororities, or Fraternities	●
Religious Assembly	●
Social Club or Lodge	●
UTILITIES AND WASTE-RELATED USES	
Utility Service, Major	
Electric or Gas Power Generation Facilities	
Utility Substation	●
Electrical or Telephone Switching Facility	●
Sewage Collector or Trunk Lines	●
Sewage Disposal Facilities	
Utility Pumping Station	●
Water Mains	●
Water or Sewage Treatment Facilities	
Water Storage Tank	
Utility Service, Minor	
Electric or Gas Power Distribution	●
Sewage Collection Service Line	●
Water Service Line	●
Waste-Related Uses	
Hazardous Waste Treatment or Disposal	
Nonhazardous Waste Treatment or Disposal	
Septic Tank Installation, Cleaning, or Related Services	
Solid Waste Combustors or Incinerators, including Cogeneration Plants	
Solid Waste Landfill (Public)	

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

	Waste Collection Services	●
	Waste Transfer Facilities	
COMMERCIAL		
ACCOMODATIONS		
	Bed and Breakfast Inns	●
	Hotels or Motels	●
	Rooming or Boarding Houses	
	RV (Recreational Vehicle) Parks or Campgrounds	
ANIMAL SERVICES		
	Kennel	●
	Pet Stores or Grooming Salons	●
	Small Animal Boarding (enclosed building)	●
	Veterinary Services	●
FINANCIAL SERVICES		
	Banks	●
	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers	●
FOOD SERVICES AND DRINKING PLACES		
	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bars or Lounges	●
	Catering Service	●
	Restaurant, Fast Food, including Snack or Nonalcoholic Beverage Bars	●
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants	●
	Sexually Oriented Business	
INFORMATION INDUSTRIES		
	Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices	●
	Communications Towers	
	Data Processing Services	
	Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers	●
OFFICES		
	Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services	●
	Government Office	●
	Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services	●
OTHER NONRESIDENTIAL DEVELOPMENT		
	Convention Center or Visitors Bureaus	●
	Heavy Construction Services or General Contractors, including Paving Contractors, or Bridge or Building Construction	●
	Office/Warehouse Complex	
	Off-Premises Sign (e.g. Billboard)	

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

Special Trade Contractors (Offices)	●
Building Equipment or other Machinery Installation Contractors	
Carpentry Contractors	●
Concrete Contractors	●
Drywall, Plastering, Acoustical or Insulation Contractors	●
Electrical Contractors	●
Excavation Contractors	●
Masonry or Stone Contractors	●
Painting or Wall Covering Contractors	●
Plumbing, Heating or Air-Conditioning Contractors	●
Roofing, Siding or Sheet Metal Contractors	●
Tile, Marble, Terrazzo or Mosaic Contractors	●
PARKING, COMMERCIAL	
Parking Lots	●
Parking Garages	●
RENTAL AND LEASING SERVICES	
Charter Boat or other Recreational Watercraft Rental Services	●
Commercial or Industrial Machinery or Equipment Rental or Leasing	
Construction Tools or Equipment Rental	●
Consumer Goods Rental Centers	●
Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items	●
Heavy Duty Truck or Commercial Vehicle Rental or Leasing	
Self-Service Storage / Mini Warehouses	
Vehicle Rental or Leasing, including Automobiles, Light or Medium Duty Trucks, Motorcycles, Moving Vans, Utility Trailers, or Recreational Vehicles	●
REPAIR AND MAINTENANCE SERVICES	
Boat Yard	
Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops	●
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	
Vehicle Repair, Consumer, including Muffler Shops, Auto Repair Garages, Tire or Brake Shops, or Body or Fender Shops	●
Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes	●
RETAIL SALES	
Nonstore Retailers	
Direct Selling Establishments	

Office Use (No Material Storage)

"

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TABLE 6.1-1

PDD-FV (Freshfields Village)

- Use permitted as a Matter-of-Right

Electronic Shopping or Mail-Order Houses	
Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers	
Liquefied Petroleum Gas (Bottled Gas) Dealers	
Vending Machine Operators	
Building Materials or Garden Equipment and Supplies Retailers	●
Hardware Stores	④
Garden Supplies Centers	●
Outdoor Power Equipment Stores	④
Paint, Varnish, or Wallpaper Stores	④
Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops	●
Liquor, Beer, or Wine Sales	●
Retail Sales or Services, General	●
Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store	④
Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store	●
Convenience Stores	④
Drug Stores or Pharmacies	④
Duplicating or Quick Printing Services	●
Electronics, Appliance, or Related Products Store	④
Florist	④
Furniture, Cabinet, Home Furnishings, or Related Products Store	④
Pawn Shop	
Private Postal or Mailing Service	④
Tobacconist	④
Warehouse Clubs or Superstores	
Service Stations, Gasoline (with or without convenience stores)	●
Truck Stop	
Vehicle Sales (new or used)	
Automobile, or Light or Medium Duty Truck Dealers	
Heavy Duty Truck or Commercial Vehicle Dealers	
Manufactured (Mobile) Home Dealers	
Motorcycle, Watercraft, or Recreational Vehicle Dealers	
Vehicle Parts, Accessories or Tire Stores	●
RETAIL OR PERSONAL SERVICES	
Consumer Convenience Service	④
Automated Bank / Teller Machines	④
Drycleaners or Coin-Operated Laundries	●
Drycleaning or Laundry Pick-up Service Stations	④
Locksmith	④
One-Hour Photo Finishing	④
Tailors or Seamstresses	④
Hair, Nail, or Skin Care Services, including Barber Shops or Beauty Salons	●

Design Source Center

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

	Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios	●
	Services to Buildings or Dwellings, including Carpet or Upholstery Cleaning, Exterminating, Janitorial, or Landscaping Services	●
VEHICLE STORAGE		
	Vehicle Storage, including Bus Barns, Boat or RV Storage, or Impound Yards	
WHOLESALE SALES		
	Aircraft Wholesalers, including Related Beverage or Related Products Wholesalers, including Alcoholic Beverages	
	Book, Periodical, or Newspaper Wholesalers	
	Chemical Wholesalers (except Pharmaceutical Products, Fertilizers, or Pesticides)	
	Clay or Related Products Wholesalers	
	Computers or Electronic Products Wholesalers	
	Construction Material Wholesalers, including Brick, Cement, Concrete, Lumber, Millwork, Plywood, Shell, Stone, Wood Panel or other Related Materials	
	Electrical Equipment, Appliances or Components Wholesalers	
	Fabric or Apparel Wholesalers	
	Farm Supplies or Equipment Wholesalers	
	Flower, Nursery Stock or Florists' Supplies Wholesalers	
	Food or Related Products Wholesalers	
	Furniture, Cabinets, or Related Products Wholesalers	
	Glass or Related Products Wholesalers	
	Leather Products Wholesalers	
	Machinery, Tools, or Construction Equipment Wholesalers	
	Manufactured Home (Mobile Home) or other Prefabricated Structures Wholesalers	
	Metal or Mineral (except Petroleum) Wholesalers	
	Motor Vehicles (Commercial or Passenger) or Trailers Wholesalers, including Related Parts	
	Paint, Varnish or Related Supplies Wholesalers	
	Paper or Paper Products Wholesalers	
	Petroleum Wholesalers	
	Pharmaceutical Wholesalers	
	Plastics or Rubber Products Wholesalers	
	Professional or Commercial Equipment or Supplies Wholesalers, including Office, Medical, or Restaurant Equipment	
	Sign Wholesalers	
	Tobacco or Related Products Wholesalers	
	Toy or Artwork Wholesalers	

TABLE 6.1-1

PDD-FV (Freshfields Village)

- Use permitted as a Matter-of-Right

	Watercraft (Commercial or Recreational) Wholesalers, including Related Parts	
	Wood Products Wholesalers	
	Other Miscellaneous Wholesale Sales	
INDUSTRIAL		
INDUSTRIAL SERVICES		
	Drycleaning or Carpet Cleaning Plants	
	Laundries, Commercial	
	Photo Finishing Laboratories	
	Research and Development Laboratories	
	Scrap and Salvage Service, including Automotive Wrecking Yards, Junk Yards, Parts Salvage, Paper Salvage Yards, Wholesale Scrap or Waste Materials Establishments, or Materials Recovery Facilities	
MANUFACTURING AND PRODUCTION		
	Aircraft Manufacturing, including Related Parts	
	Beverage or Related Products Manufacturing, including Alcoholic Beverages	
	Cement or Concrete Products Manufacturing, including Concrete Batching or Asphalt Mixing	
	Chemical Manufacturing, including Pharmaceutical Products, Chemical Fertilizers or Pesticides	
	Clay or Related Products Manufacturing	
	Computers or Electronic Products Manufacturing	
	Electrical Equipment, Appliances or Components Manufacturing	
	Fabric or Apparel Manufacturing, including Textile Mills	
	Food or Related Products Manufacturing	
	Furniture, Cabinets or Related Products Manufacturing	
	Glass or Related Products Manufacturing	
	Leather Products Manufacturing, including Tanneries	
	Machinery, Tools, or Construction Equipment Manufacturing, including Farm Equipment	
	Manufactured Home (Mobile Home) or other Prefabricated Structures Manufacturing	
	Metal, Petroleum, Coal, and other Mineral Products Manufacturing, including Refineries	
	Motor Vehicle (Commercial and Passenger) or Trailer Manufacturing, including Related Parts	
	Paint, Varnish or Related Supplies Manufacturing	
	Plastics or Rubber Products Manufacturing	
	Printing Press Production or Lithography	

TABLE 6.1-1

PDD-FV (Freshfields Village)

● Use permitted as a Matter-of-Right

	Professional or Commercial Equipment or Supplies Manufacturing, including Office, Medical, Restaurant Equipment, or Specialty Items	
	Pulp or Paper Mills	
	Rendering Plants	
	Sign Manufacturing	
	Slaughter House and Meat Packing	
	Stone or Shell Products Manufacturing	
	Tobacco Products Manufacturing	
	Toy or Artwork Manufacturing	
	Watercraft (Commercial or Recreational) Manufacturing, including Related Parts	
	Wood Products Manufacturing	
	Other Miscellaneous Manufacturing and Production	
WAREHOUSE AND FREIGHT MOVEMENT		
	Warehouse and Distribution Facilities	
	Cold Storage Plants	
	Freight Container Storage Yards, excluding Fuel Storage Facilities	
	Freight Forwarding Facilities, including Truck Terminals, Marine Terminals, or Packing and Crating Facilities	
	Fuel Storage Facilities, excluding Nuclear Fuels *	
	Household Moving Storage	
	Grain Terminals and Elevators	
	Parcel Services	
	Retail Store Warehouses	
	Stockpiling of Sand, Gravel, or other Aggregate Materials	
	Storage of Weapons or Ammunition	
OTHER USES		
RECYCLING SERVICES		
	Recycling Center	
	Recycling Collection, Drop-Off	④
RESOURCE EXTRACTION		
	Resource Extraction, including Borrow Pits, Mining, Oil or Gas Extraction, Quarries, or Sand or Gravel Operations	
TRANSPORTATION		
	Aviation, including Private Air Strips	
	Railroad Facility	
	Sightseeing Transportation, Land or Water	①
	Taxi or Limousine Service	①
	Urban Transit Systems	●
	Water Transportation, including Coastal or Inland Water Passenger Transportation	

EXHIBIT 13.14.A
VEGETATIVE BUFFER – FRESHFIELDS VILLAGE
11.05.2013

1. The following setback zones will be established along the Kiawah Island Parkway to screen existing and future parking areas (as indicated on graphic below):
 - A. 50' vegetative setback from the existing Kiawah Island Parkway R.O.W. composed of trees, plant material and/or berms. Trails, utility easements and fencing will be permitted in this area provided that the goal of the parking area screening is substantially maintained.
 - B. 25' vegetative setback from the existing roundabout R.O.W. composed of trees, plant material and/or berms. Trails, utility easements and fencing will be permitted in this area provided that the goal of the parking area screening is substantially maintained.
 - C. 100' open field and or vegetative setback from the original Kiawah Island Parkway composed of trees, plant material and grassy areas. Trails, utility easements, road accessways and fencing will be permitted in this area. This area may also be used for overflow parking as may be needed or required for special events. It should be noted that an area to the east and west of the existing intersection of Freshfields Village Drive and the Kiawah Island Parkway is partially open fields to improve the visibility of egressing/ingressing traffic.

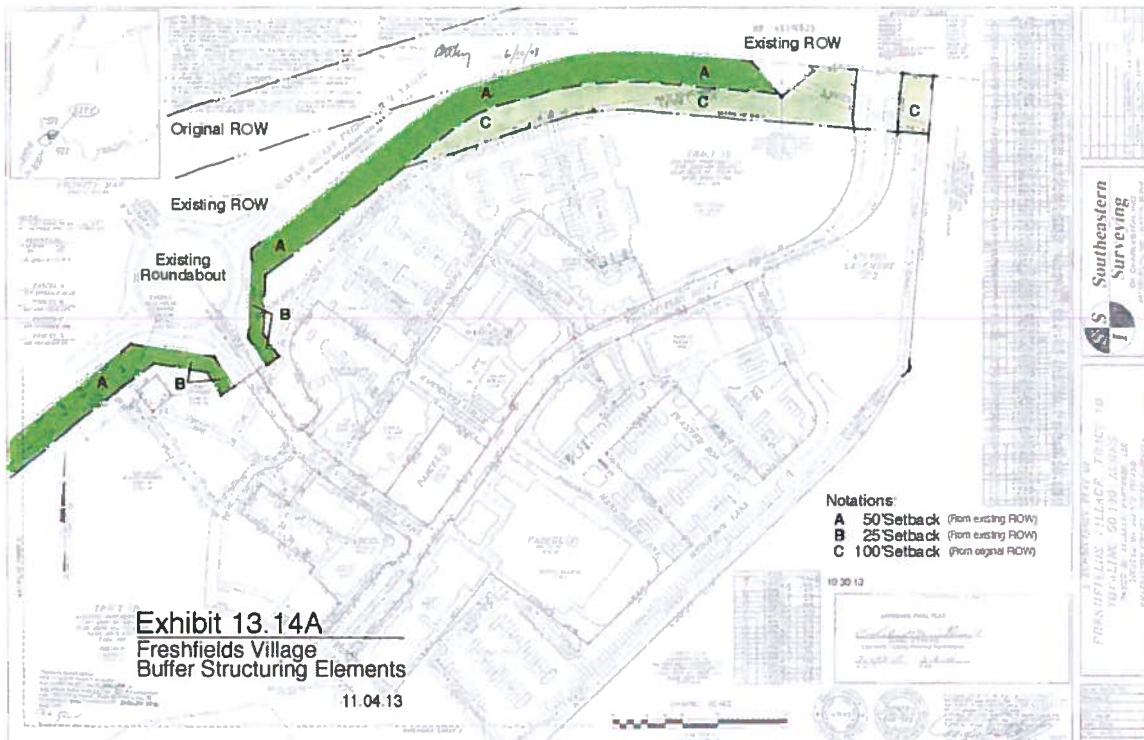


Exhibit 13.15: Cassique PDD Application
10.04.13
(attached)

permar

Cassique Courtyard Homes
Planned Development District Application

Charleston County, South Carolina



Kiawah Development Partners, Inc.
7 Beachwalker Drive
Kiawah Island, SC 29455

November 2004

November 8, 2004

Ms. Brana S. Rerig, AICP
Project Officer II
Charleston County Planning Department
4045 Bridge View Drive
North Charleston, SC 29405-7464

RE: Cassique Courtyard Homes
Planned Development District Application

Dear Ms. Rerig:

In accordance with provisions of the Charleston County Zoning and Land Development Regulations, Articles 3.4 and 3.5, please find attached an application for a zoning map amendment request to rezone approximately 81 acres of property within Cassique, a recreation oriented community located between Kiawah Island and Seabrook Island, to a Planned Development District. It is the intent of the application to provide for certain standards (i.e. lot sizes, setbacks, building configuration, etc.) that would permit siting flexibility of detached and attached single family homes.

It is important to note the density limits/standards and listing of permitted uses for the existing RSL Zoning Classification would be retained. This application would specifically address those planning guidelines that would provide a diverse housing type for the market. The proposed application is consistent with the Charleston County Comprehensive Plan regarding long range land use patterns.

Included for your review and evaluation are a Charleston County Zoning Change application, fee, property description, and supporting graphics and exhibits.

The applicant and associated team members look forward to participating in your review.

Sincerely yours,

Mark Permar

cc: Mr. Charles P. Darby, III
Mr. Leonard L. Long, Jr.

Cassique Courtyard Homes
Planned Development District Application

Charleston County, South Carolina



Kiawah Development Partners, Inc.
7 Beachwalker Drive
Kiawah Island, SC 29455

Application History:

Submittal
Charleston County Planning
Charleston County Council
First Reading
Final Reading

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- A. Location Map
- B. Survey of Real Property
- C. Aerial Photography
- D. Master Land Use Plan
- E. Letters of Intent to Provide Services
- F. Modifications to Charleston County Zoning and Land Development
Regulations Ordinance
- G. Draft ARB Guidelines

PROJECT TEAM

Master Developer/Planning

Kiawah Development Partners, Inc.
7 Beachwalker Drive
Kiawah Island, SC 29455

Civil Engineering

Thomas and Hutton Engineering Company
935 Houston Northcutt Boulevard – Suite 100
Mt. Pleasant, SC 29464

Legal

Pratt-Thomas, Pearce, Epting & Walker, P.A.
16 Charlotte Street
P. O. Drawer 22247
Charleston, SC 29413-2247

Conceptual Programming/Market Research

Permar Inc.
76 Wentworth Street
Suite 400
Charleston, SC 29401

Land Planning/Landscape Development

Design Works
50 George Street
Charleston, SC 29401

Surveying

Southeastern Surveying, Inc.
147 Wappoo Creek Drive
Suite 102
Charleston, SC 29412

SECTION 1
STATEMENT OF INTENT

Cassique Courtyard Homes is a series of residential neighborhoods within the Cassique community that will provide homesites organized around internal garden courtyards. Particular attention will be given to the creative integration of moderate home sizes, privacy courtyards and garages in such a way as to provide an alternative housing type to local/regional markets.

Land uses will be limited to those residential and recreational types presently permitted in the existing RSL classification. The applicant is requesting rezoning the property to a Planned Development District (PDD) to allow for flexibility of home/garage placement and courtyard configuration during the planning and development process, while maintaining the overall goals and objectives of the Charleston County Comprehensive Plan.



The proposed concept of a series of residential/recreation oriented neighborhoods providing for an alternative housing type to conventional single family subdivision development is consistent with established and anticipated Charleston County growth policies and applicable comprehensive planning objectives. The applicant commits that the proposed Project development is in conformance with such criteria for the following reasons:

- 1) The Project development is compatible with and complementary to the surrounding land uses.
- 2) Project improvements are planned to be in substantial compliance with all applicable regulations.
- 3) The Project development will promote design excellence by featuring amenities and permitting variations in siting, land usage, and a diverse residential use that respond to existing natural features.
- 4) The Project development will result in an efficient, economical extension of community facilities and services.
- 5) The Project development will be implemented in a manner that balances community needs, market preferences, and the natural environment.

SECTION 2
OWNERSHIP AND PROPERTY DESCRIPTION

2.01 Short Title

This ordinance shall be known and cited as the "The Cassique Courtyard Homes PDD ___ Ordinance".

2.02 Intent and General Location

It is the intent of the Applicant to plan and develop a Planned Development Project on a series of parcels totaling approximately 81 acres located in the Cassique community in the unincorporated area of Charleston County, South Carolina. The site is depicted on the Location Map attached as Exhibit A.

The Real Property is on Seabrook Island between the planned communities of Kiawah and Seabrook Islands, as depicted on the Survey of Real Property attached as Exhibit B. The series of parcels are generally bounded by Old Cedar Lane (which provides access) and surrounding lands composed of golf fairways or passive open space/wetlands. Select parcels are further bounded by adjacent undeveloped lands.

2.03 Legal Description of the Property

The following describes each individual parcel as further described in Exhibit B:

Parcel 1 (Containing 51.037 Acres)
(including proposed Courtyard Homes site)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 51.037 acres total, more or less, and more particularly described as follows:

That tract of land known generally as "Parcel 1," containing 44.955 acres total, and shown on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 1, Which is Subdivided out of Parcel 1-A Containing 44.955 Acres Owned by Kiawah Resort Associates, L.P. and Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at pages 440 and 441 in the R.M.C. Office for Charleston County, South Carolina.

The proposed Courtyard Homes site contains 6.082 acres, more or less, and is shown and designated as Lot 20, Lot 34, Lot 35, Lot 36, and Lot 37, on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Conditional Subdivision Plat of Lots 20 and 34 thru 37 Courtyard Homes Phase 1 Containing 7.200 (sic) Acres Total, Owned by Kiawah Resort Associates, L.P. and Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina" dated August 6, 2004, last revised on August 30, 2004, and recorded in Plat Book EH at page 331, in the R.M.C. Office for Charleston County, South Carolina,

said properties have such location, butts and bounds, metes, courses and distances as will by reference to the aforesaid plats more fully appear.

TMS Numbers:

Parcel 1:	205-00-00-077
Lot 20:	205-00-00-082
Lot 34:	205-00-00-078
Lot 35:	205-00-00-079
Lot 36:	205-00-00-080
Lot 37:	205-00-00-081

ALSO

Parcel 2 (Containing 4.018 Acres)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 4.018 acres, more or less, shown and designated as "Parcel 2" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 2, Which is Subdivided out of 1-C Containing 4.018 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 442, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-198

ALSO

Parcel 3 (Containing 4.978 Acres)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 4.978 acres, more or less, shown and designated as "Parcel 3" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 3, Which is Subdivided out of Tract 1-C Containing 4.978 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 443, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-199

ALSO

Parcel 4 (Containing 3.385 Acres)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 3.385 acres, more or less, shown and designated as "Parcel 4" on a plat prepared by Southeastern Surveying

of Charleston, Inc., entitled "A Boundary Plat of Parcel 4, Which is Subdivided out of Tract 1-C Containing 3.385 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 444, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-200

ALSO

Parcel 5 (Containing 17.838 Acres)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 6.731 acres of highland and 11.107 acres of marsh, more or less, shown and designated as "Parcel 5" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 5, Which is Subdivided out of Tract 1-A Containing 17.838 Acres Owned by Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at pages 445 and 446, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-201

SECTION 3 GENERAL PLAN OF DEVELOPMENT

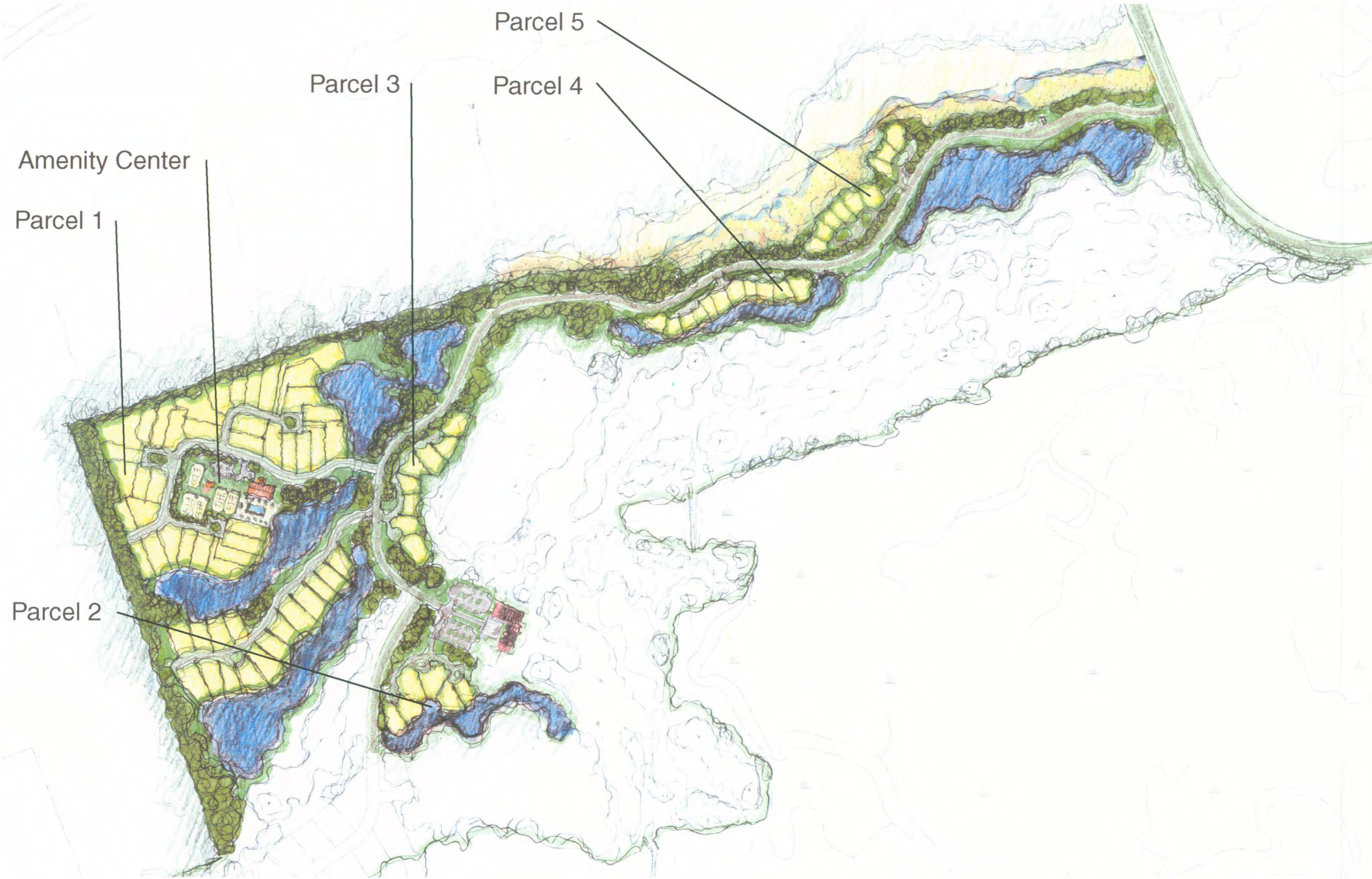
3.01 Purpose

The Project will be a series of residential neighborhoods organized by clusters of homesites that provide internal garden courtyards. The arrangement of homes, garden courtyards and garages with the internal roadway and lane system will provide an alternative residential type to the more conventional residential subdivision pattern.

This neighborhood development pattern is located within Cassique, a residential recreation oriented community of approximately 275 total dwelling units on approximately 465 acres. The community has integrated an 18 hole golf course designed by Tom Watson and will be planning a sports facility (fitness, tennis, and swimming pool) as part of the Cassique Courtyard Home neighborhood development.

The inclusion of the courtyard home residential type with the existing (55 lots) and future (approx. 100 lots) large lot pattern, will provide a diverse range of detached homes for the regional market. The courtyard home concept will be located on lands previously farmed and as such allow for site manipulation without adversely impacting more heavily treed areas of Cassique.



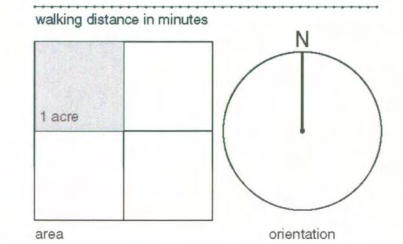


permar

76 Wentworth Street
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t 843.723.0002
f 843.722.8778

Cassique Courtyard Homes

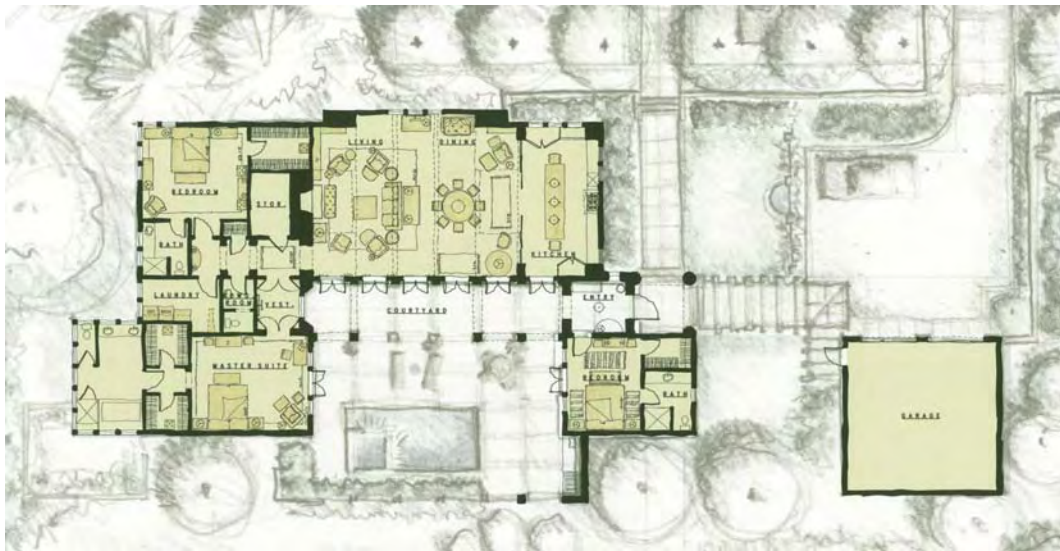
Conceptual Master Plan



date **September , 2004**

The project will employ infrastructure design and placement that minimizes disruption to the mix of existing natural features while maintaining a high level of efficiency and economy. The purpose of this ordinance is to encourage environmentally sound development of the Real Property, improve the quality of life for area-wide residents and establish guidelines and standards for development of the Real Property.

The standards provided herein are intended to permit the innovation necessary to accomplish this purpose. This ordinance, therefore, contemplates slight modifications from the strict application of select requirements found in the Charleston County zoning and other regulations and ordinances. These modifications to the Charleston County Zoning and Land Development Regulations Ordinance are set forth in Exhibit H.



The Developer has had extensive experience applying similar criteria in environmentally sensitive coastal areas. The proposed standards strike a practical balance between more general countywide performance standards and the particular land areas comprising the Cassique Courtyard Homes.

The Applicant is requesting a Planned Development classification in order to allow for a more flexible residential development over a multiple phase time period. The proposed PDD would allow for a residential development pattern of integrating courtyard oriented homes in clustered neighborhoods. To address specific requirements of the Planned Development approach, the applicant outlines the following:

Art. 3.5. Planned Development
3.5.3. Results

A. Greater choice in the type of environment and living units available to the public.

This residential type will provide a diverse range of size and configuration when compared to the more conventional pattern of housing types existing in the immediate area. This housing type is not presently available within the immediate market area.

B. More open space

By concentrating this housing type on sites that allow for efficient circulation and utility placement, greater open space within the overall Cassique community will be retained.

C. A creative approach to the use of land and related physical development.

A key structuring element of the proposed concept is to orient the principal living areas to a private garden courtyard and to reduce the amount of paving attributed to driveways to garage structures. By more efficiently integrating yard areas normally attributed to side and rear yards into an internal court, the relationships of lot size, home placement, and circulation patterns are more efficient.

D. An efficient use of land resulting in smaller networks of utilities and streets, and thereby lower housing costs.

Concentration of clustering the courtyard homes/garages will result in a more efficient pattern of primary infrastructure (roads, water, sewer, power, etc.). This should positively impact housing costs attributed to normal site improvements.

E. Implementation of the Comprehensive Plan

The Comprehensive Plan for this property within Charleston County anticipated the need for a diversity of housing types while maintaining a balance with environmental conditions and market preferences.

3.02 Master Land Use Plan

Exhibit D, the Master Land Use Plan, is a conceptual representation which illustrates tentative schematic land uses and locations of potential use types. The Master Land Use Plan is not intended to indicate the final uses and lot/parcel boundaries, but a general representation of use distribution and circulation patterns.

The final design of development use and locations as well as lot/parcel boundaries may be shifted to respond to natural conditions and market preferences while still remaining consistent with the overall goals and approach for development provided herein. The Master Land Use Plan establishes an overall Project limit of 120 residential dwelling units.

3.03 Land Use Density

The Real Property contains approximately 81 (70.2 high ground) acres within the unincorporated area of Charleston County, South Carolina. Approximately 280 dwelling units could be authorized under current zoning within the Project (4 D.U./Acre). The Master Land Use Plan suggests a mix of single family detached and attached units and a 4 acre Sports Facility to provide for active recreation use. This Plan is consistent with the use allowances and land use pattern as outlined in the Charleston County Comprehensive Plan.

The intent of this application is to allow the Developer the ability to assign up to 4 D.U./Acre to any one parcel provided the overall Project limit does not exceed 120 D.U. The proposed lot size, ground coverage, and structure setback limits are consistent with the courtyard residential type that is oriented toward an internal privacy garden. While individual lot development standards allow for moderately tight density, the overall density limits will be maintained with neighborhood open space and other pervious ground covered areas.

3.04 Development Sequence, Scheduling, Phasing

Phasing for the project will ultimately be based on economic and market preference factors influencing applicable demands. Throughout the development process, phasing will vary; however, based upon conditions at the time of this application it is anticipated neighborhood phasing would be implemented up to a 10-15 years time period.

3.05 Relationship to Zoning and Land Development Regulations Ordinance

The Project is consistent with the primary objectives of the Zoning and Land Development Regulations Ordinance (Nov 20, 2001), as outlined in Article 1.5 Purpose and Intent; however, the Developer is proposing certain modifications to select sections of the Ordinance so as to allow for innovative solutions consistent with such objectives. Alternatives to specific sections of the Ordinance, as outlined in Exhibit F, are intended to enhance the flexibility of achieving the objectives without adversely impacting goals of other sections of the Ordinance.

The modifications as outlined in Exhibit F and section 4.03 Building Development Standards are consistent with the courtyard residential use type when planned in a clustered/neighborhood pattern. These standards would maintain overall existing density and use limits while allowing for a more compact development pattern (i.e. less separation between structures and greater ground coverage associated with garden courtyard designs).

This flexibility is critical to creating a multi-phased development that must respond to changes in market conditions, and consumer preferences while balancing long range community-wide goals and objectives.

3.06 Utility Services and Easements

The Developer anticipates the Real Property will be served by a community water and sewer system. The Developer shall grant the easements necessary and/or required to insure the continued operation and maintenance of all storm water management features, utilities, and other essential services. The Developer anticipates that utility services will be provided by the following:

Electric:	Berkeley Electric Cooperative
Telephone	BellSouth
Water:	St. John's Water Company
Sewer:	Seabrook Island Utility Commission

Attached as Exhibit E are copies of letters from these utility providers indicating their willingness to provide service to the Real Property.

Water and sewer infrastructure shall be installed by the Developer and then transferred to the service provider.

3.07 Roadways

The developer will construct the roadways serving the Project. The Master Land Use Plan, Exhibit D, illustrates the approximate location of the circulation systems. These locations are subject to change by the Developer depending on topography, natural features, subdivision layouts, amenities, utilities' locations, and other pertinent considerations. All roads within the Project will be private.

The County shall have no maintenance obligation or responsibility for those roadways that remain private, which shall be maintained by the Developer and/or one or more duly organized homeowners' associations.

3.08 Signage, Buffers & Fencing, Tree Replacement

The Developer shall provide a uniform and integrated program of signage, buffers and fencing, and tree replacement, which will be enforced through restrictive covenants imposing architectural controls. This program will be implemented through the ARB standards adopted therefore, which shall be in place prior to the construction of any Lots, tracts, or building parcels and prior to the issuance of any building certificate(s) of occupancy. The ARB standards shall contain criteria governing placement, size, shape, and color, and shall conform to the following standards:

1. Signage, related feature walls, and landscaping shall be located such that they do not materially detract from the natural scenic beauty of the Project site.
2. Signage, related feature walls, and landscaping shall be located such that they do not obscure other identification, informational, or vehicular control signs.
3. Signage, related feature walls and landscaping, shall be permitted within rights-of-way providing they do not interfere with traffic or pedestrian safety.

These standards shall meet all development standards as outlined in the Charleston County Zoning and Development Regulations with the following exceptions that would be integrated in the PD-Cassique district:

Fencing/Garden Walls

Landscape fencing and/or garden walls will be permitted as tall as 8' above finish grade. This is to integrate privacy areas within the garden courtyards. Fencing or walls may be permitted within any of the required setbacks, provided vision site triangles at any street intersection are maintained.

SECTION 4 PROPOSED DEVELOPMENT STANDARDS

4.01 Permitted Uses

All uses listed under the heading PDD-Cassique within the Zoning and Land Development Regulations Ordinance, as modified by Exhibit F shall apply as a matter of right to the Property. This listing includes a range of residential and non-residential uses that is consistent with the vision of an environmentally oriented community adjacent to created freshwater wetlands.

4.02 Dwelling Units

The total number of single-family detached, single-family attached, or cluster housing residential Dwelling Units within the Project shall not exceed 120 ("Project Cap").

Specific housing types will be evaluated prior to each phase based upon market demand and appropriate fit with unique site conditions. Based upon analysis at the time of application, the following is a listing and mix of housing types:

a) Single Family Detached	100
b) Single Family Attached	20
TOTAL	120 D.U.

4.03 Building Development Standards

All development in the PDD-Cassique district shall be subject to the following density, intensity and dimensional standards:

PDD-CASSIQUE DENSITY/INTENSITY AND DIMENSIONAL STANDARDS	
MAXIMUM DENSITY	4 dwelling units per acre [1]
MINIMUM LOT AREA	6,000 square feet
MINIMUM LOT WIDTH	60 feet
MINIMUM SETBACKS	
Front/Street Side	10 feet 5 feet (garage/studio) [2]
Interior Side	5 feet (house) 0 feet (garage/studio)
Rear	10 feet
OCRM Critical Line	30 feet (Ave.) (No less than 20 feet)
MAXIMUM BUILDING COVER	40% of parcel 60% of individual lot [3]
MAXIMUM HEIGHT	35 feet

- [1] Total dwelling unit cap not to exceed 120. Any parcel not to exceed 4 D.U./Acre.
- [2] Any wall up to 8 ft. above finish grade may be located within any of the required setbacks, provided vision site triangles at street intersections are maintained.
- [3] The garden courtyard concept coverage includes house, garage, and pool cavity.

I. Statement of Purpose, Intent, Objectives

The PDD-Cassique district is a moderate density residential/recreation classification established to respond to unique environmental and siting constraints. The district is composed of various residential types in combination with certain recreational uses that are compatible with the Cassique community.

II. Land Uses

Uses permitted as a matter of right are as follows:

Residential

- Single Family Detached
- Single Family Attached
- Duplex
- Dwelling Group

Recreation

- Fitness/Exercise Activities
- Locker Rooms
- Spa
- Tennis
- Swimming Pool
- Lawn games (Badminton, Croquet, etc.)
- Snack Bar (Accessory Use)

Parks

Utility Service Minor

- Electric Distribution
- Sewage Collection/Transmission Service
- Water Service

III. Setback Criteria

Setback and dimensional standards are as outlined above.

IV. Lot Size Criteria

Lot sizes will vary according to site constraints and market preferences but will not be less than listed above.

V. Lighting Plan

A lighting plan will be developed with each phase that is consistent with Charleston County Standards.

VI. Off-Street Parking

Off-street parking will meet all dimensional requirements as outlined in Charleston County Standards. Off-street parking in the area of the sports garden will include shared parking for daily and night time operation. Supplemental off-street parking will be integrated within select areas of the proposed private right-of-ways and partially on lots.

Based upon the walking distance from the majority of proposed dwelling units, the minimum off-street parking requirements for the amenity center will be 60 spaces.

VII. Tree Survey (on lots)

The property is largely void of tree cover except for perimeter locations. Prior to more detailed planning of each phase/subphase, appropriate tree surveys will be conducted to evaluate development impact. This will be executed consistent with the Charleston County subdivision/Site Plan Review process.

VIII. Screening/Buffer Areas

Proper screening of uses as required will be identified on detailed site plans for each phase. Landscaping will meet or exceed Charleston County planting requirements at time the site is developed. The following are modified standards for buffer requirements:

MINIMUM BUFFER DEPTH:

- for amenity structures 12' from property line
- by roadways for amenity structures 12' from property line

IX. Fences and Walls

Fencing and walled elements are an important part of the design concept. The height, position and massing will be determined by the Cassique ARB, but shall not exceed 8' above finished grade elevation and shall not be located in such a way as to restrict vision site triangles at street intersections.

X. Streets

It is intent of the applicant to design, construct, and maintain all roadways and drainage improvements privately. Detailed drawings of the proposed improvements will be prepared and advanced to Charleston County for record purposes.

XI. Phasing

It is the intent of the Applicant to phase the proposed development up to a 10-15 year period. The PDD application recognizes the need for long-term development flexibility in order to respond to unanticipated opportunities and constraints; therefore, specifics regarding number or size of each phase cannot be determined at this point.

SECTION 5
GENERAL DEVELOPMENT COMMITMENTS

The Developer agrees, on behalf of itself, its successors and assigns, to the following commitments as part of the development of the Cassique Courtyard Homes:

- To act in good faith to implement the plan as described herein.
- To institute architectural restrictions and covenants ensuring quality development and augmenting governmental regulations.
- To establish the legal framework for one or more associations or some other appropriate organization to assume responsibility for any "common area" and community supported areas such as parks, wooded preserves, bike trails, private roads, etc.
- To employ high standards of planning, design, and management in all phases of development.
- To evaluate all express conditions adopted as part of this application, and if they are accepted, to faithfully abide by them.

SECTION 6
DEFINITIONS AND ABBREVIATIONS

In this Agreement, unless the word or phase is non-capitalized:

- (a) "Agreement" means this Planned Development District Application, including the recitals and exhibits attached hereto.
- (b) "ARB" means the architectural review board appointed by the Developer that will be established under a binding declaration of covenants, conditions, and restrictions imposed on the Real Property.
- (c) "Comprehensive Plan" means the master plan for the County including the official map, adopted pursuant to S.C. Code § 6-29-310 et seq.
- (d) "County" is Charleston County, South Carolina, a local governmental entity organized and existing under the laws of South Carolina.
- (e) "Density" means the number of Dwelling Units per acre. Parcel Density equals the number of Dwelling Units divided by the gross acreage above DHEC-OCRM's critical line, including fresh water Wetlands and Water Bodies. In locations where the Property Owner has created new fresh water, Water Bodies or Wetlands, the calculation of Parcel Density shall include newly created lagoon acreage in determining gross acreage.
- (f) "Developer" means Kiawah Development Partners, Inc., Kiawah Resort Associates, L.P., (or any one of them) and their successors in interest or successors in title and/or assigns.
- (g) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, development refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit generality of this item.
- (h) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.
- (i) "Dwelling Unit" has the same meaning as "Dwelling" in the County Zoning and Land Development Regulations Ordinance as modified by Exhibit F.
- (j) "Lot" means Development Parcel identified in a Subdivision Plat recorded in the Charleston County RMC office.
- (k) "Open Areas" means areas of Pervious Cover and includes, but is not limited to, yards, vegetated areas, lagoons, lakes, Wetlands, and Water Bodies.
- (l) "Parties" are the Developer and Charleston County.

- (m) "Parcel" means any of those tracts of the Real Property that are located in the approximate areas identified on the Master Plan.
- (n) "Pervious Cover" Means land which permits the absorption of stormwater into the ground. This may include walkways and driveways, which are pervious to stormwater.
- (o) "Project" is the Development that has occurred and will occur on the Real Property.
- (p) "Project Cap" means the total number of Dwelling Units on the Real Property that shall not exceed 120.
- (q) "Real Property" is the real property described in Section 2.03 and includes any improvements or structures customarily regarded as part of real property.
- (r) "Setback" means and refers to the minimum distance to the nearest adjacent property line, street, or right-of-way.
- (s) "Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by yards or open space.
- (t) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the County's Zoning and Land Development Regulations Ordinance as modified by Exhibit H.
- (u) "Water Bodies" means property determined to be under water no less than eleven (11) months of the year and under such standing water for a continuous period of no less than nine (9) months of the year.
- (v) "Wetlands" means those properties with elevations below the mean high water line, and properties within a pond, lagoon, or other Water Bodies.
- (w) "Zoning Board of Adjustment" or "ZBA" means the duly appointed Zoning Board of Adjustment for the County.

EXHIBIT A
LOCATION MAP

CASSIQUE LOCATION MAP

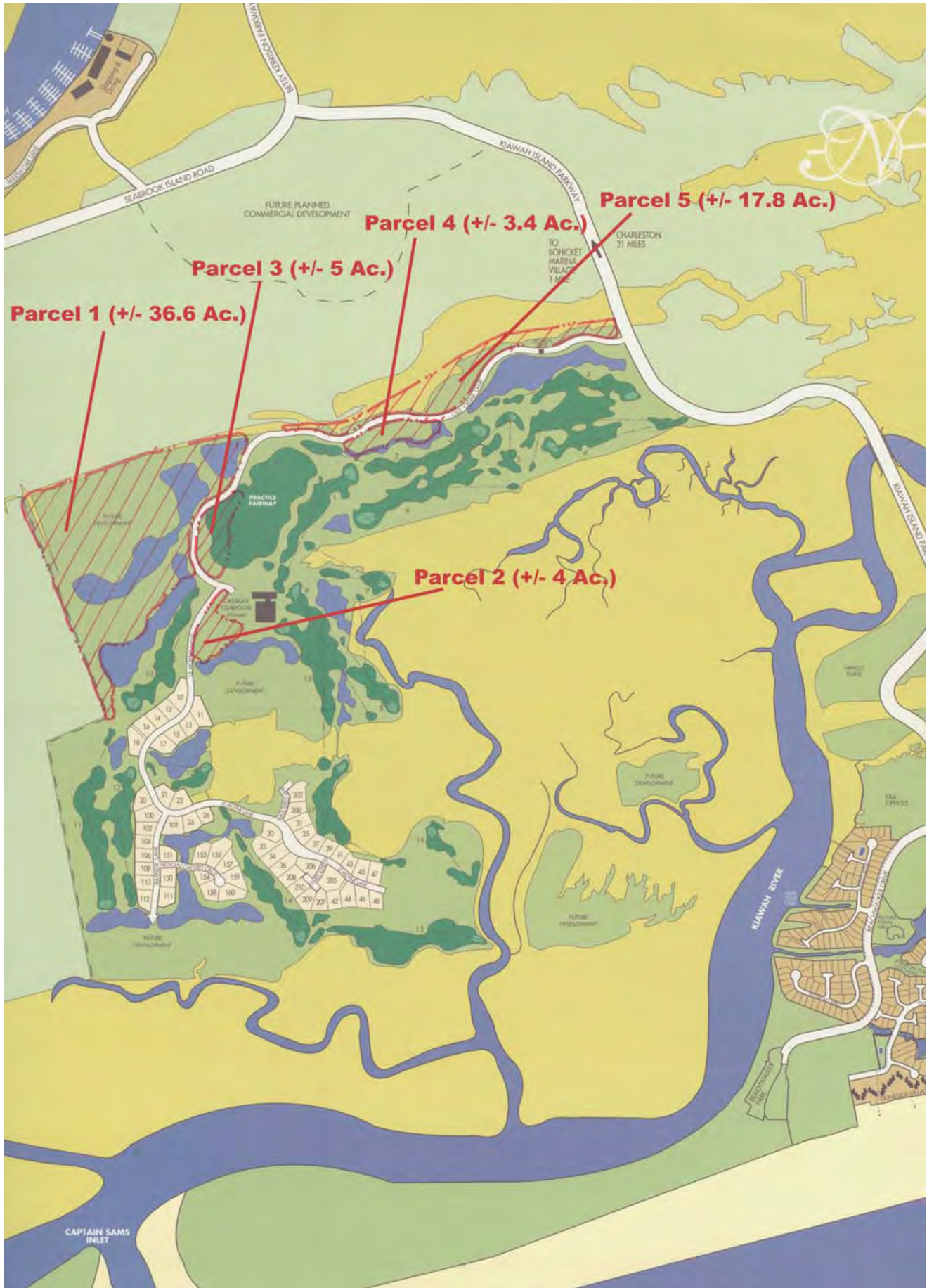


EXHIBIT B
SURVEY OF REAL PROPERTY

Included in this exhibit is a listing of legal descriptions of each of the parcels and a reduced drawing of the plat submitted for filing.

Cassique Planned Development

Property Description

Parcel 1

(including proposed Courtyard Homes site)

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 51.037 acres total, more or less, and more particularly described as follows:

That tract of land known generally as "Parcel 1," containing 44.955 acres total, and shown on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 1, Which is Subdivided out of Parcel 1-A Containing 44.955 Acres Owned by Kiawah Resort Associates, L.P. and Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at pages 440 and 441 in the R.M.C. Office for Charleston County, South Carolina.

The proposed Courtyard Homes site contains 6.082 acres, more or less, and is shown and designated as Lot 20, Lot 34, Lot 35, Lot 36, and Lot 37, on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Conditional Subdivision Plat of Lots 20 and 34 thru 37 Courtyard Homes Phase 1 Containing 7.200 (sic) Acres Total, Owned by Kiawah Resort Associates, L.P. and Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina" dated August 6, 2004, last revised on August 30, 2004, and recorded in Plat Book EH at page 331, in the R.M.C. Office for Charleston County, South Carolina,

said properties have such location, butts and bounds, metes, courses and distances as will by reference to the aforesaid plats more fully appear.

TMS Numbers:

Parcel 1:	205-00-00-077
Lot 20:	205-00-00-082
Lot 34:	205-00-00-078
Lot 35:	205-00-00-079
Lot 36:	205-00-00-080
Lot 37:	205-00-00-081

ALSO

Parcel 2

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 4.018 acres, more or less, shown and designated as "Parcel 2" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 2, Which is Subdivided out of 1-C Containing 4.018 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 442 in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-198

ALSO

Parcel 3

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 4.978 acres, more or less, shown and designated as "Parcel 3" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 3, Which is Subdivided out of Tract 1-C Containing 4.978 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 443, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-199

ALSO

Parcel 4

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 3.385 acres, more or less, shown and designated as "Parcel 4" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 4, Which is Subdivided out of Tract 1-C Containing 3.385 Acres Owned by Kiawah Resort Associates, L.P., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at page 444, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-200

ALSO

Parcel 5

All that certain piece, parcel or tract of land situate, lying and being on Seabrook Island, in Charleston County, South Carolina, containing 6.731 acres of highland and 11.107 acres of marsh, more or less, shown and designated as "Parcel 5" on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A Boundary Plat of Parcel 5, Which is Subdivided out of Tract 1-A Containing 17.838 Acres Owned by Kiawah Development Partners, Inc., Located on Seabrook Island Charleston County, South Carolina," dated August 31, 2004, last revised on October 7, 2004, and recorded in Plat Book EH at pages 445 and 446, in the R.M.C. Office for Charleston County, South Carolina.

TMS #205-00-00-201



CDMA	MARKS	LENGTH	BEARING	COMPUTED	BEARING	LENGTH
C1	120.00	88.17	47.47	83.94	S 10.26 E 30.1	75.14
C2	43.92	20.22	10.11	20.27	N 88.20 E 27.1	124.08
C3	48.83	14.32	7.00	14.30	N 77.81 E 1.1	103.82
C4	48.83	20.00	10.00	20.00	N 83.24 E 1.1	430.04
C5	18.33	30.45	15.20	30.45	N 83.24 E 1.1	103.82
C6	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C7	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C8	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C9	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C10	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C11	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C12	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82

CDMA	MARKS	LENGTH	BEARING	COMPUTED	BEARING	LENGTH
C13	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C14	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C15	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C16	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C17	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C18	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C19	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C20	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C21	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C22	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C23	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82
C24	43.92	20.18	10.09	20.18	N 83.24 E 1.1	103.82

LINE	MARKS	LENGTH	BEARING	COMPUTED	BEARING	LENGTH
1	1.00	1.00	0.00	1.00	N 0.00 E 1.00	1.00
2	2.00	2.00	0.00	2.00	N 0.00 E 2.00	2.00
3	3.00	3.00	0.00	3.00	N 0.00 E 3.00	3.00
4	4.00	4.00	0.00	4.00	N 0.00 E 4.00	4.00
5	5.00	5.00	0.00	5.00	N 0.00 E 5.00	5.00
6	6.00	6.00	0.00	6.00	N 0.00 E 6.00	6.00
7	7.00	7.00	0.00	7.00	N 0.00 E 7.00	7.00
8	8.00	8.00	0.00	8.00	N 0.00 E 8.00	8.00
9	9.00	9.00	0.00	9.00	N 0.00 E 9.00	9.00
10	10.00	10.00	0.00	10.00	N 0.00 E 10.00	10.00
11	11.00	11.00	0.00	11.00	N 0.00 E 11.00	11.00
12	12.00	12.00	0.00	12.00	N 0.00 E 12.00	12.00
13	13.00	13.00	0.00	13.00	N 0.00 E 13.00	13.00
14	14.00	14.00	0.00	14.00	N 0.00 E 14.00	14.00
15	15.00	15.00	0.00	15.00	N 0.00 E 15.00	15.00
16	16.00	16.00	0.00	16.00	N 0.00 E 16.00	16.00
17	17.00	17.00	0.00	17.00	N 0.00 E 17.00	17.00
18	18.00	18.00	0.00	18.00	N 0.00 E 18.00	18.00
19	19.00	19.00	0.00	19.00	N 0.00 E 19.00	19.00
20	20.00	20.00	0.00	20.00	N 0.00 E 20.00	20.00
21	21.00	21.00	0.00	21.00	N 0.00 E 21.00	21.00
22	22.00	22.00	0.00	22.00	N 0.00 E 22.00	22.00
23	23.00	23.00	0.00	23.00	N 0.00 E 23.00	23.00
24	24.00	24.00	0.00	24.00	N 0.00 E 24.00	24.00
25	25.00	25.00	0.00	25.00	N 0.00 E 25.00	25.00
26	26.00	26.00	0.00	26.00	N 0.00 E 26.00	26.00
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28	28.00	28.00	0.00	28.00	N 0.00 E 28.00	28.00
29	29.00	29.00	0.00	29.00	N 0.00 E 29.00	29.00
30	30.00	30.00	0.00	30.00	N 0.00 E 30.00	30.00
31	31.00	31.00	0.00	31.00	N 0.00 E 31.00	31.00
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34	34.00	34.00	0.00	34.00	N 0.00 E 34.00	34.00
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42	42.00	42.00	0.00	42.00	N 0.00 E 42.00	42.00
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54	54.00	54.00	0.00	54.00	N 0.00 E 54.00	54.00
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56	56.00	56.00	0.00	56.00	N 0.00 E 56.00	56.00
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58	58.00	58.00	0.00	58.00	N 0.00 E 58.00	58.00
59	59.00	59.00	0.00	59.00	N 0.00 E 59.00	59.00
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62	62.00	62.00	0.00	62.00	N 0.00 E 62.00	62.00
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64	64.00	64.00	0.00	64.00	N 0.00 E 64.00	64.00
65	65.00	65.00	0.00	65.00	N 0.00 E 65.00	65.00
66	66.00	66.00	0.00	66.00	N 0.00 E 66.00	66.00
67	67.00	67.00	0.00	67.00	N 0.00 E 67.00	67.00
68	68.00	68.00	0.00	68.00	N 0.00 E 68.00	68.00
69	69.00	69.00	0.00	69.00	N 0.00 E 69.00	69.00
70	70.00	70.00	0.00	70.00	N 0.00 E 70.00	70.00
71	71.00	71.00	0.00	71.00	N 0.00 E 71.00	71.00
72	72.00	72.00	0.00	72.00	N 0.00 E 72.00	72.00
73	73.00	73.00	0.00	73.00	N 0.00 E 73.00	73.00
74	74.00	74.00	0.00	74.00	N 0.00 E 74.00	74.00
75	75.00	75.00	0.00	75.00	N 0.00 E 75.00	75.00
76	76.00	76.00	0.00	76.00	N 0.00 E 76.00	76.00
77	77.00	77.00	0.00	77.00	N 0.00 E 77.00	77.00
78	78.00	78.00	0.00	78.00	N 0.00 E 78.00	78.00
79	79.00	79.00	0.00	79.00	N 0.00 E 79.00	79.00
80	80.00	80.00	0.00	80.00	N 0.00 E 80.00	80.00
81	81.00	81.00	0.00	81.00	N 0.00 E 81.00	81.00
82	82.00	82.00	0.00	82.00	N 0.00 E 82.00	82.00
83	83.00	83.00	0.00	83.00	N 0.00 E 83.00	83.00
84	84.00	84.00	0.00	84.00	N 0.00 E 84.00	84.00
85	85.00	85.00	0.00	85.00	N 0.00 E 85.00	85.00
86	86.00	86.00	0.00	86.00	N 0.00 E 86.00	86.00
87	87.00	87.00	0.00	87.00	N 0.00 E 87.00	87.00
88	88.00	88.00	0.00	88.00	N 0.00 E 88.00	88.00
89	89.00	89.00	0.00	89.00	N 0.00 E 89.00	89.00
90	90.00	90.00	0.00	90.00	N 0.00 E 90.00	90.00
91	91.00	91.00	0.00	91.00	N 0.00 E 91.00	91.00
92	92.00	92.00	0.00	92.00	N 0.00 E 92.00	92.00
93	93.00	93.00	0.00	93.00	N 0.00 E 93.00	93.00
94	94.00	94.00	0.00	94.00	N 0.00 E 94.00	94.00
95	95.00	95.00	0.00	95.00	N 0.00 E 95.00	95.00
96	96.00	96.00	0.00	96.00	N 0.00 E 96.00	96.00
97	97.00	97.00	0.00	97.00	N 0.00 E 97.00	97.00
98	98.00	98.00	0.00	98.00	N 0.00 E 98.00	98.00
99	99.00	99.00	0.00	99.00	N 0.00 E 99.00	99.00
100	100.00	100.00	0.00	100.00	N 0.00 E 100.00	100.00

FACILITY MAP NOT TO SCALE

MARSH 0.508 AC

PARCEL 1
HIGHLAND
TMS #205-00-00-077
DEED BOOK 3355, PAGE 484
PLAT BOOK EC, PAGE 881
42.483 AC

TRACT I-B
HAULOVER CREEK DEVELOPMENT COMPANY, LLC
TMS 205-00-00-005
DEED BOOK U296, PAGE 859
PLAT BOOK EC, PAGE 285-288

PARCEL 1 ACREAGE CHART
HIGHLAND 42.483 ACRES
FROM TRACT I-E 0.818 ACRES
MARSH 0.536 ACRES
INGRESS/EGRESS EASEMENT 1.118 ACRES
TOTAL 44.955 ACRES

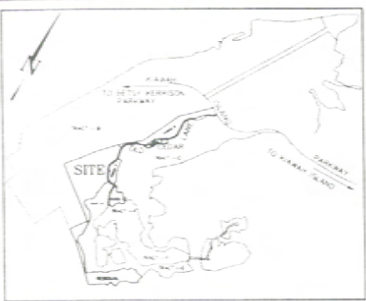
TRACT I-C
KIWAH RESORT ASSOCIATES, LP
TMS #205-00-00-002
DEED BOOK 3349, PAGE 807
PLAT BOOK EC, PAGE 704-702

TRACT I-F
KIWAH RESORT ASSOCIATES, LP
TMS #205-00-00-011
DEED BOOK 3355, PAGE 857
PLAT BOOK EE, PAGE 194-202

- NOTES:
1. MARKING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIBE THE PURPOSED ONLY.
 2. AREA DETERMINED BY THIS METHOD.
 3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ASSESSMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
 4. THIS PLAT IS SUBJECT TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND RULES GOVERNING THE PRACTICE OF SURVEYING AND LAND DEVELOPMENT.
 5. PROPERTY SHOWN IN REDDED ZONE AS IS TAKEN FROM PLAT BOOK EC, DEED BOOK 3349, PAGE 807.

SPECIAL NOTES:

1. ANY PUBLIC UTILITY AND EGRESS/EASEMENTS OWNED BY THE HOMEOWNERS ASSOCIATION ARE REQUIRED TO BE MAINTAINED BY THE ASSOCIATION. THE ONLY PLANS TO BE USED FOR THIS MAINTENANCE ARE THOSE GENERATED THROUGH THE ASSOCIATION'S ASSOCIATION UNDERSTANDING AND AGREEMENTS THAT APPROXIMATE THE BOUNDARY OF THE PROPERTY AND THE ASSOCIATION'S JURISDICTION. THE FEES FOR THIS MAINTENANCE SHALL BE PAID TO THE ASSOCIATION BY THE INDIVIDUAL PROPERTY OWNERS. NO PUBLIC FUNDS MAY BE USED FOR THE MAINTENANCE OF THESE ROADWAYS AND EGRESS/EASEMENTS.
2. THE OWNER, DEVELOPER OR ANY SUBSEQUENT PURCHASER OF ANY LOT WITHIN THE HOMEOWNERS ASSOCIATION UNDERSTANDING AND AGREEMENTS THAT APPROXIMATE THE BOUNDARY OF THE PROPERTY AND THE ASSOCIATION'S JURISDICTION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE



VICINITY MAP
(NOT TO SCALE)

LINE	BEARING	DISTANCE
11	N 87°22'24" E	77.52
12	N 12°22'24" E	25.58
13	S 41°22'24" E	12.58
14	S 82°22'24" E	32.47

- LEGEND**
- 1/4" CONCRETE WALKWAY 1/2"
 - 1/2" REBAR 1/2"
 - 1/2" CONCRETE POINT TO CORNER SET
 - 1/2" W/SP
 - 1/2" PEGS FOUND

- REFERENCES**
- AT BOOK PAGE
 - 11 33-34
 - 12 247-248
 - 13 101
 - 14 244-245
 - 15 337
 - 16 337
 - 17 337
 - 18 225-226-227

- NOTES**
1. EXISTING SHOWS THE OFFICIAL BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
 2. AREA DETERMINED BY THIS METHOD.
 3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY ONLY AND NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
 4. THIS TRACT IS CURRENTLY ZONED RESIDENTIAL SUBURBAN (RSUB) AND SET BACKS AND LAND USE ADJUSTMENT REGULATIONS FOR CURRENT STANDARDS.
 5. PROPERTY SHOWS IN ZONE AB AS SCALED FROM FORM 100.
 6. NO EXISTING CHAIN RELATED SURT. 2 1933.

- SPECIAL NOTES**
1. THIS TRACT IS PART OF A DEVELOPMENT OWNED BY THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED BY THE ASSOCIATION ON THE ONLY TRACT TO BE USED FOR THE MAINTENANCE AND REPAIRS THROUGH FINANCIAL ASSIGNMENT OF LOTS OR PARCELS WITHIN THE ASSOCIATION'S JURISDICTION.
 2. THESE LOTS ARE TO BE MAINTAINED BY THE ASSOCIATION BY THE INDIVIDUAL PROPERTY OWNERS. NO PUBLIC FUNDS MAY BE USED FOR THE MAINTENANCE OF THESE ROADSWAYS AND TRAILS.
 3. THE HOMEOWNERS ASSOCIATION, INDIVIDUALS AND SUBJECTS THAT ARRIVAL OF THIS SUBDIVISION HAS NOT COMPLETED THE COUNTY OF CHARLESTON TO ANY MAINTENANCE OF THESE ROADSWAYS AND TRAILS.
 4. ANY CURRENT SUBDIVISION OF THE PARCELS OR ANY ROAD CONSTRUCTION OR EXTENSION OF THE EXISTING ROADS SHALL BE IN FULL COMPLIANCE WITH THE CHARLESTON COUNTY ZONING AND LAND USE ADJUSTMENT REGULATIONS BEFORE THE CHARLESTON COUNTY ENGINEERING DEPARTMENT CAN ACCEPT THE DESIGNATION OF ANY ROAD INTO THE COUNTY ROAD SYSTEM.
 5. THE HOMEOWNERS ASSOCIATION SHALL CONSTRUCT THE ROAD SYSTEM ACCORDING TO CHARLESTON COUNTY ROAD STANDARDS.



MATCH LINE TO SHEET 1

MATCH LINE TO SHEET 1

**TRACT I-B
HAUOVER CREEK DEVELOPMENT
COMPANY, LLC.
T.M.S. 205-00-00-005
DEED BOOK U296, PAGE 859
PLAT BOOK EE, PAGE 285-288**

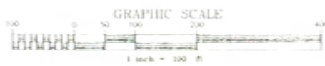
**PARCEL 1
HIGHLAND
42.483
ACRES**

**TRACT I-A
RESIDUAL
T.M.S. 205-00-00-006**

**TRACT I-E
KIWAH RESORT
ASSOCIATES, L.P.
T.M.S. #205-00-00-011
DEED BOOK 2355, PAGE 857
PLAT BOOK EE, PAGE 194-202**

PARCEL 1 ACREAGE CHART

HIGHLAND	42.483 ACRES
TRACT I-E	0.818 ACRES
MARSH	0.538 ACRES
INGRESS/EGRESS EASEMENT	1.118 ACRES
TOTAL	44.955 ACRES



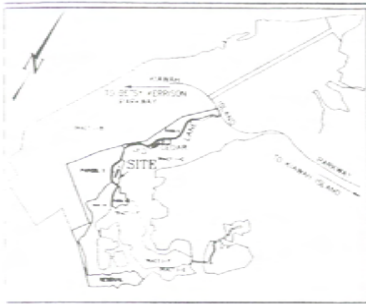
APPROVED FOR THE CITY OF CHARLESTON, SOUTH CAROLINA
CITY ENGINEER
APPROVED FOR THE COUNTY OF CHARLESTON, SOUTH CAROLINA
COUNTY ENGINEER
APPROVED FOR THE STATE OF SOUTH CAROLINA
STATE ENGINEER

DATE	REVISION	BY	DATE

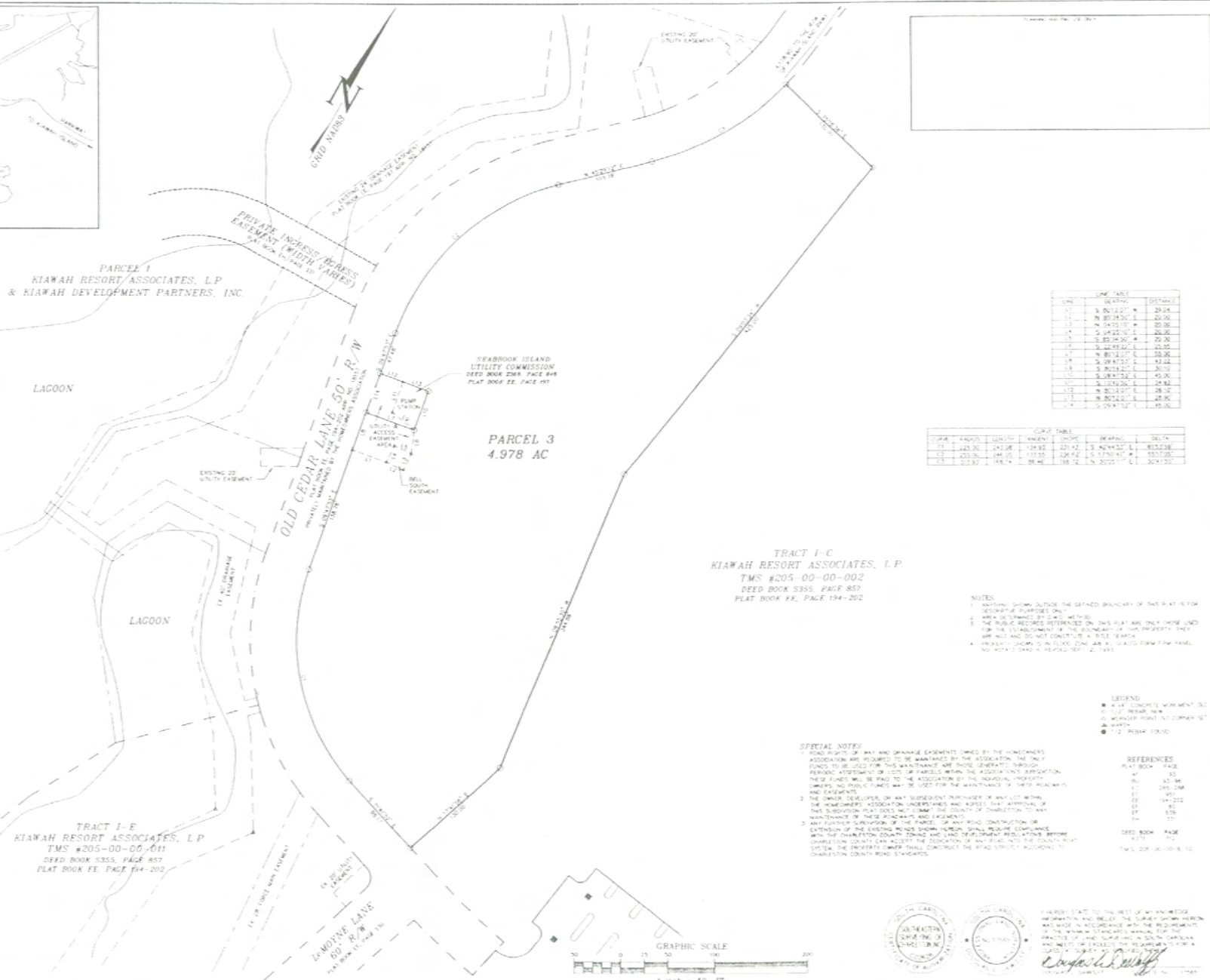
**Southeastern Surveying
of Charleston, Inc.**
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
843-795-9310 FAX 795-2007 www.sestec.com

**A BOUNDARY PLAT OF
PARCEL 1, WHICH IS SUBDIVIDED OUT OF PARCEL I-A
CONTAINING 44.955 ACRES
OWNED BY KIWAH RESORT ASSOCIATES, L.P. AND HAUOVER DEVELOPMENT PARTNERS, INC.
LOCATED ON SEA-HOOK ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA**

DATE	4.11.2014
DRAWN BY	
CHECKED BY	
DATE	04/22/14
SCALE	AS SHOWN
SHEET	2 OF 9



VICINITY MAP
(NOT TO SCALE)



LINE TABLE

LINE	BEARING	DISTANCE
1-2	S 86°12'00" E	20.00
2-3	N 80°34'30" E	20.00
3-4	S 04°55'15" E	20.00
4-5	S 82°22'00" E	20.00
5-6	S 85°34'30" E	20.00
6-7	S 86°12'00" E	20.00
7-8	N 80°34'30" E	20.00
8-9	S 04°55'15" E	20.00
9-10	S 82°22'00" E	20.00
10-11	S 85°34'30" E	20.00
11-12	S 86°12'00" E	20.00
12-13	N 80°34'30" E	20.00
13-14	S 04°55'15" E	20.00
14-15	S 82°22'00" E	20.00
15-16	S 85°34'30" E	20.00
16-17	S 86°12'00" E	20.00

CURVE TABLE

CHORD	RADIUS	CHORD TO TANGENT	TANGENT	CHORD TO BISECTOR	BISECTOR	DELTA
11	123.30	143.08	124.82	121.42	S 62°44'51" E	83.5238
12	123.30	143.08	124.82	121.42	S 17°55'10" E	53.0209
13	123.30	143.08	124.82	121.42	S 20°01'21" E	26.1750

- NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR INFORMATION PURPOSES ONLY.
 2. AREA CALCULATED BY THE METHOD.
 3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THE PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
 4. PROPERTY OWNERS TO INCLUDE ZONING AND ALL APPLICABLE ZONING REGULATIONS TO THE PROPERTY OWNER SHALL CONSTRUCT THE ROAD STRICTLY ACCORDING TO CHARLESTON COUNTY ROAD STANDARDS.

- LEGEND
- 1/2" CONCRETE WORKMENT 300
 - 1/2" REBAR 10#
 - RECONCRETE POINT TO CORNER 10"
 - ▲ WOODCH
 - 1/2" REBAR 10#

REFERENCES

PLAT BOOK	PAGE	DEED BOOK	PAGE
47	83		
61	87-88		
11	285-288		
17	101		
18	104-105		
19	102		
21	678		
22	111		
23	712		
24	228-229-230-231		

- SPECIAL NOTES
1. ROAD RIGHTS OF WAY AND EASEMENTS OWNED BY THE HOMEOWNERS ASSOCIATION ARE REQUIRED TO BE MAINTAINED BY THE ASSOCIATION. THE ONLY FUNDS TO BE USED FOR THIS MAINTENANCE ARE THOSE GENERATED THROUGH PERIODIC ASSIGNMENT OF LOTS OR PARCELS WITHIN THE ASSOCIATION'S JURISDICTION. THESE FUNDS WILL BE PAID TO THE ASSOCIATION BY THE INDIVIDUAL PROPERTY OWNERS. NO PUBLIC FUNDS MAY BE USED FOR THE MAINTENANCE OF THESE ROADSWAYS AND EASEMENTS.
 2. THE OWNER/DEVELOPER OR ANY SUBSEQUENT PURCHASER OF ANY LOT WITHIN THE HOMEOWNERS ASSOCIATION UNDERSTANDS AND AGREES THAT APPROVAL OF THIS SUBDIVISION PLAT DOES NOT LIMIT THE COUNTY OF CHARLESTON TO ANY MAINTENANCE OF THESE ROADSWAYS AND EASEMENTS.
 3. ANY AND ALL ROAD CONSTRUCTION OR EXTENSION OF THE EXISTING R/W'S SHOWN HEREON SHALL REQUIRE COMPLIANCE WITH THE CHARLESTON COUNTY ZONING AND LAND DEVELOPMENT REGULATIONS. BEFORE CHARLESTON COUNTY CAN ACCEPT THE DEDICATION OF ANY ROAD INTO THE COUNTY ROAD SYSTEM, THE PROPERTY OWNER SHALL CONSTRUCT THE ROAD STRICTLY ACCORDING TO CHARLESTON COUNTY ROAD STANDARDS.



THROUGH DATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA.

James A. [Signature]
JAMES A. [Name]
SURVEYOR

NO.	SECTION	REVISION	DATE	DESCRIPTION

Southeastern Surveying of Charleston, Inc.
147 Seabrook Creek Drive - Suite 102
Charleston, South Carolina 29412
843-793-3530 Fax 843-793-2007 www.sssurveys.com

**A BOUNDARY PLAT OF
PARCEL 3, WHICH IS SUBDIVIDED OUT OF TRACT I-C
CONTAINING 4.978 ACRES**
OWNED BY KIAWAH RESORT ASSOCIATES, L.P.
LOCATED ON SEABROOK ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE	AUG 31, 2014
DRAWN BY	
CHECKED BY	
DATE	2/20/20
SCALE	1/8" = 1'-0"
SHEET	1 OF 3

EXHIBIT C
AERIAL PHOTOGRAPHY



permar

76 Wentworth Street
 Suite 400
 Charleston, SC 29401
 t 843.723.0002
 f 843.722.8778

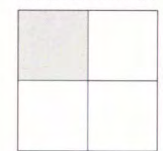
**Cassique
 Courtyard Homes**

Aerial Photography

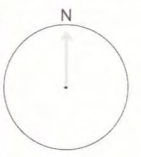
NTS

scale in feet

walking distance in minutes



area



orientation

date **June 15, 2004**

EXHIBIT D
MASTER LAND USE PLAN

Included in this exhibit is a graphic indicating existing land use conditions and a graphic of a conceptual master land use plan indicating a general circulation system, residential clustering and amenity location.

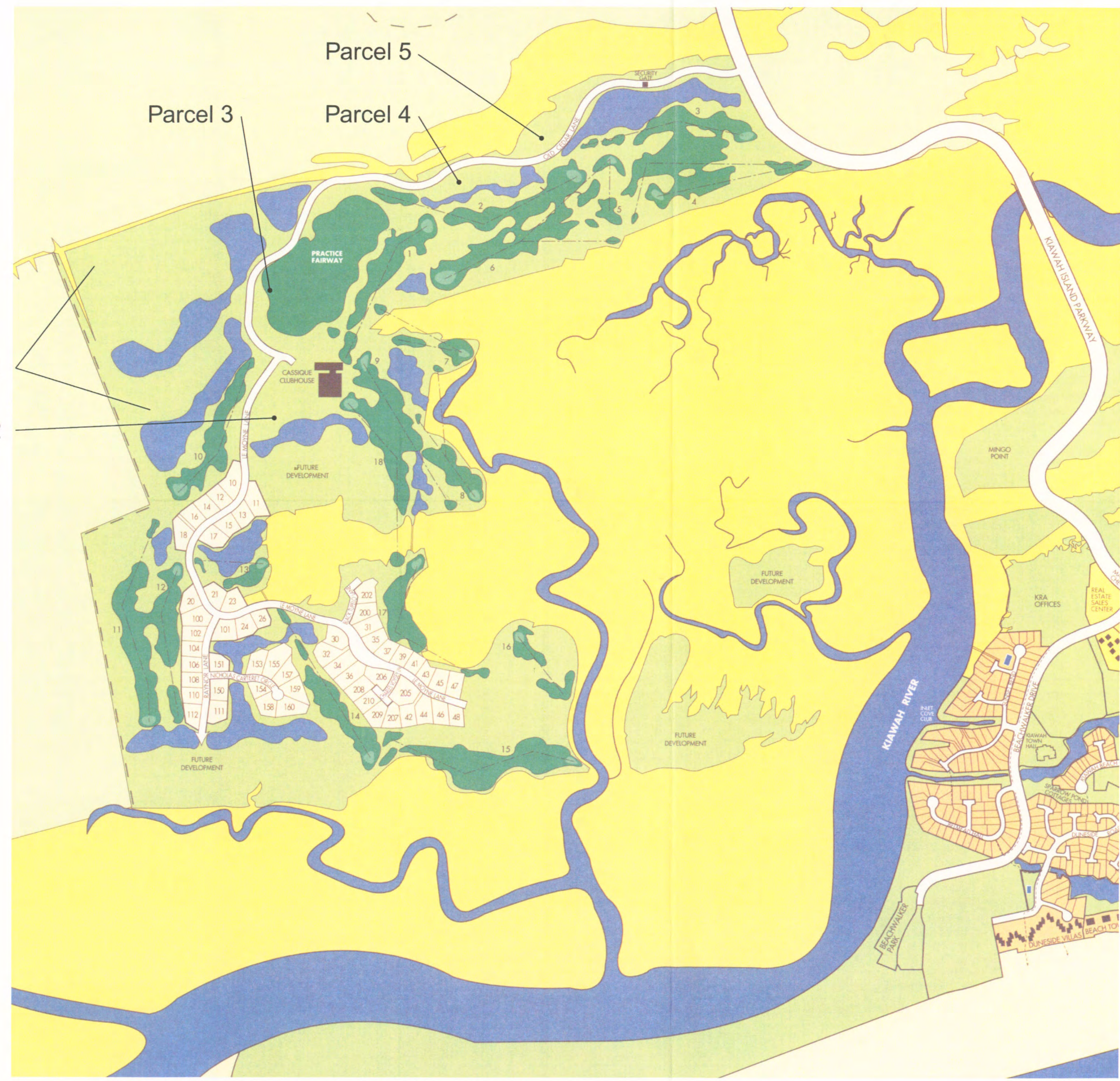


permar

76 Wentworth Street
Suite 400
Charleston, SC 29401
1 843.723.0002
1 843.722.8776

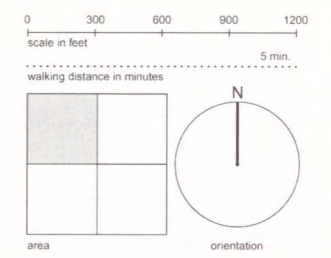
Cassique Courtyard Homes

Existing
Master Plan

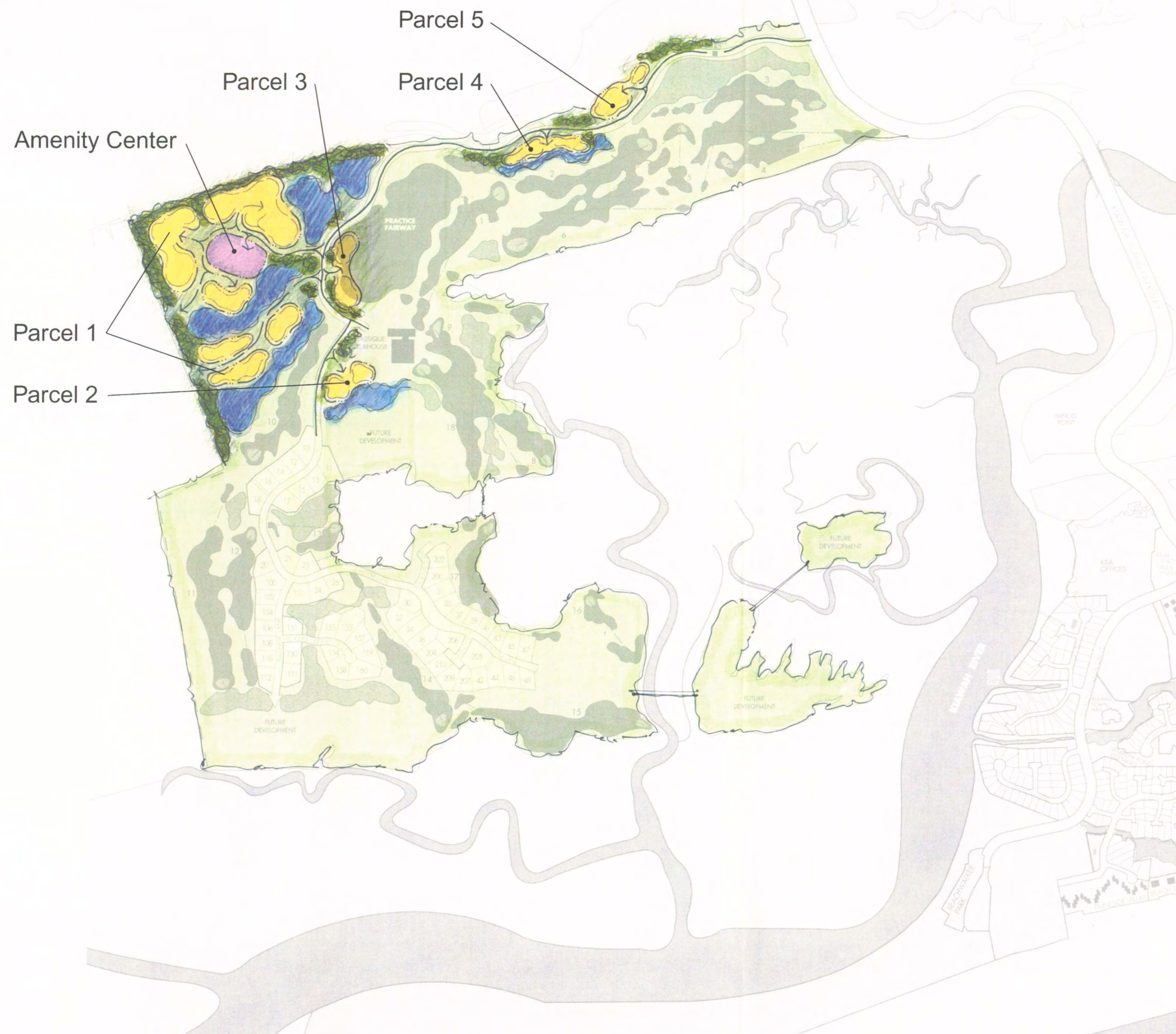


Parcel 1
Parcel 2

Parcel 3
Parcel 4
Parcel 5



date **September 1, 2004**

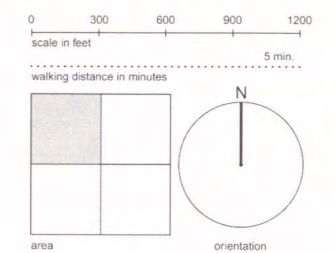


permar

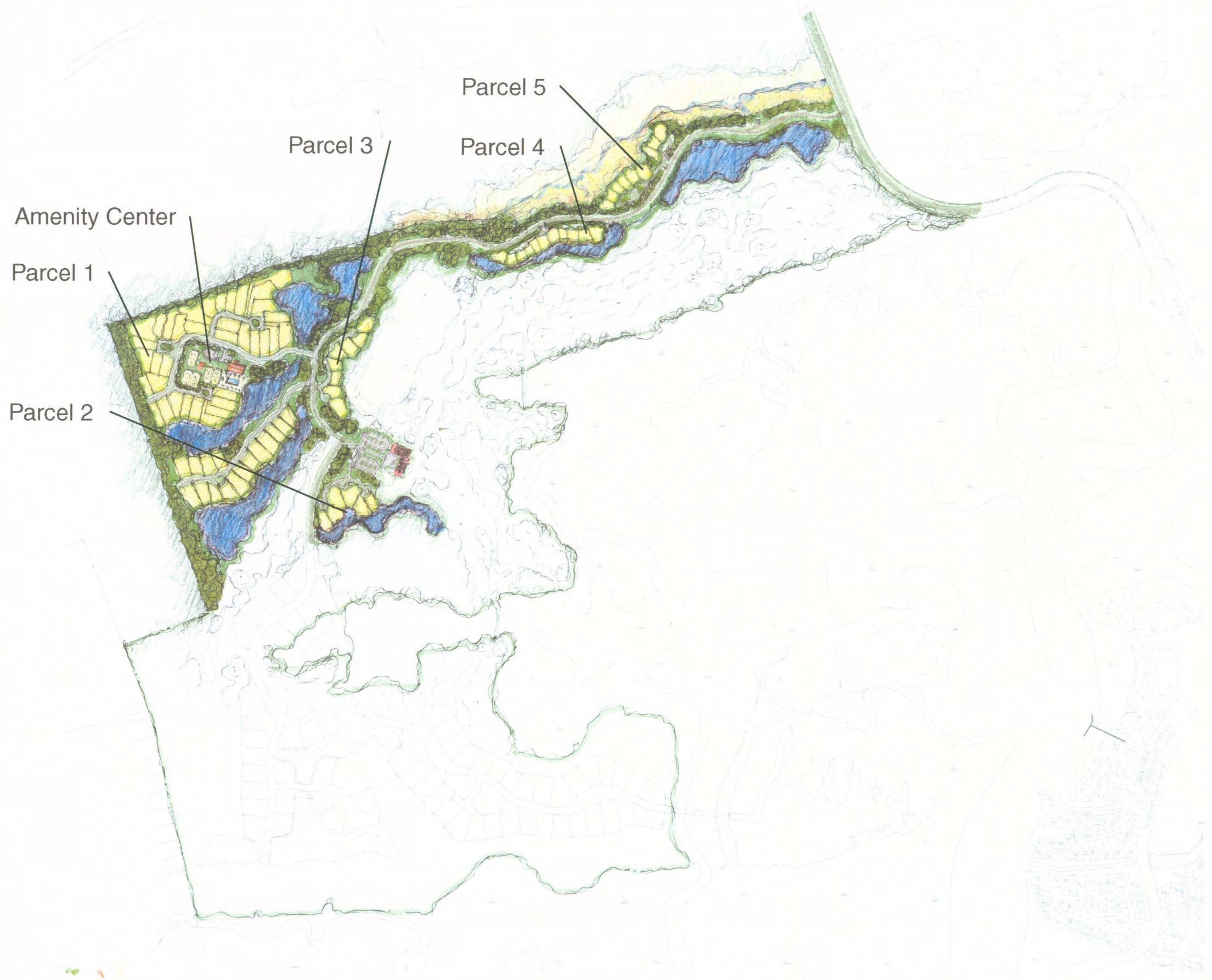
76 Wentworth Street
 Suite 400
 Charleston, SC 29401
 1 843.723.0002
 1 843.722.8778

**Cassique
 Courtyard Homes**

**Conceptual
 Master Plan**



date **September 1, 2004**

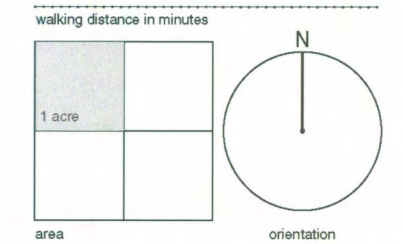


permar

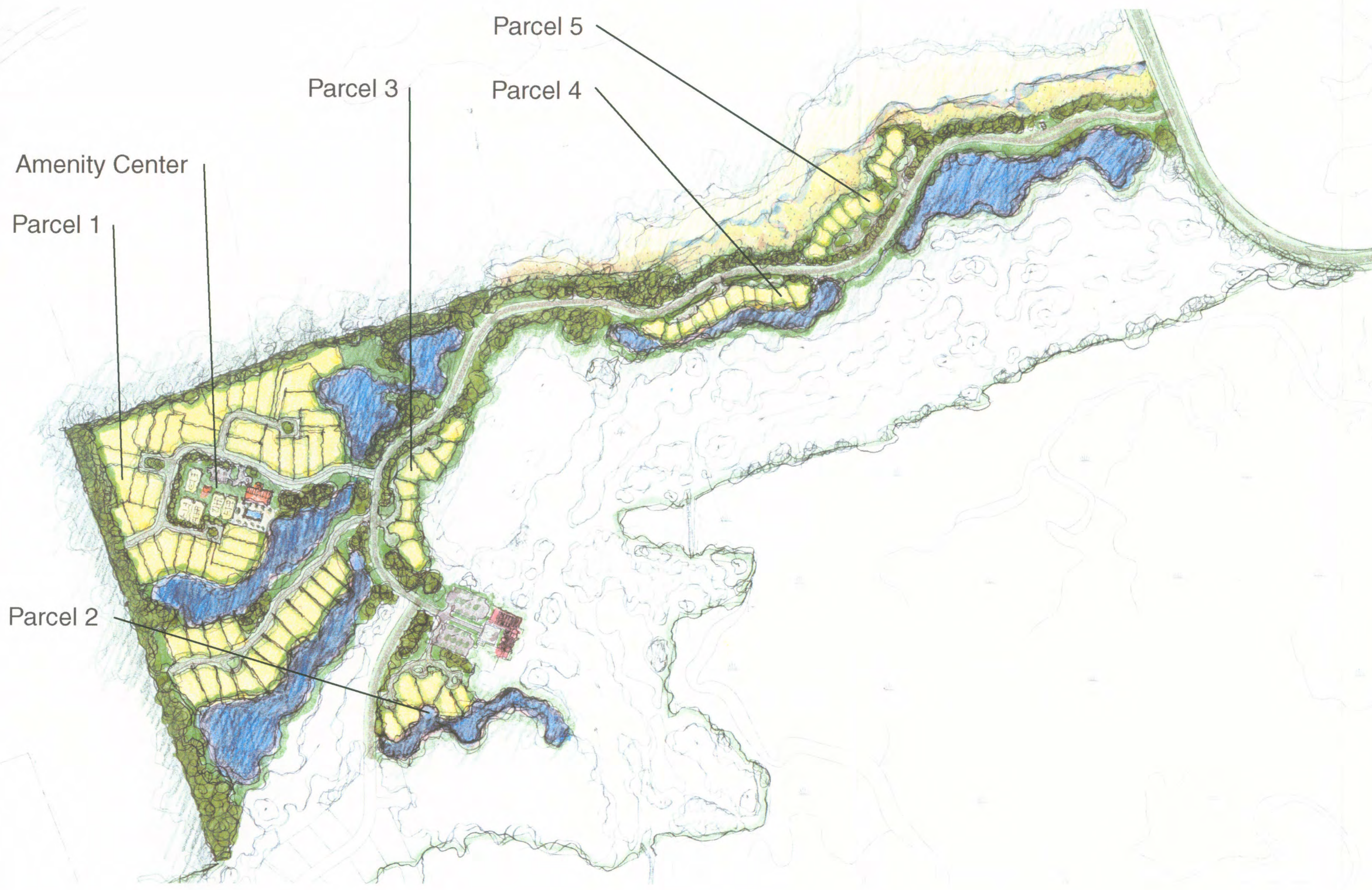
76 Wentworth Street
Suite 400
Charleston, SC 29401
t 843.723.0002
f 843.722.8778

Cassique Courtyard Homes

Conceptual Master Plan



date **September , 2004**

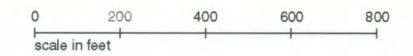


permar

76 Wentworth Street
Suite 400
Charleston, SC 29401
t 843.723.0002
f 843.722.8778

Cassique Courtyard Homes

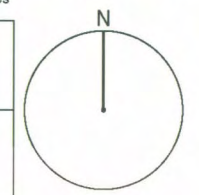
Conceptual Master Plan



walking distance in minutes



area



orientation

date **September , 2004**

EXHIBIT E
LETTERS OF INTENT TO PROVIDE SERVICES

Included in this exhibit are letters from principal service providers for development of the Real Property.



**Seabrook Island Utility Commission
2902A Seabrook Island Road
Johns Island, South Carolina 29455**

**Phone (843) 768-0102
Fax (843) 768-1075**

August 30, 2004

Mr. Ray Pantlik, P.E.
Kiawah Resort Associates LP
7 Beachwalker Drive, Suite 10
Kiawah Island, SC 29455

Subject: Cassique PD Application – Letter of Service Availability Request, August 19, 2004

Dear Mr. Pantlik,

I have reviewed your request for sanitary sewer service to the areas as shown with your August 19, 2004, Cassique PD Application – Letter of Service Availability Request.

The above mentioned section of the Cassique development has sanitary sewer capacity reserved as per a December 1998 agreement between the Seabrook Island Utility Commission and Kiawah Resort Associates LP.

Therefore, the Seabrook Island Utility Commission (SIUC) has adequate sanitary sewer capacity to serve the above mentioned development.

Prior to the installation of the sanitary sewer pipeline system, all related fees must be paid to the SIUC and drawings illustrating the proposed sanitary sewers and connections shall be approved by the SIUC. All connections to the sanitary sewer system shall be made in accordance to SIUC specifications and will be subject to a final inspection by the SIUC.

If you have further questions regarding this matter, please feel free to contact me.

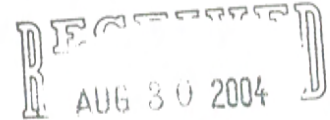
Respectfully,

A handwritten signature in black ink that reads "Thomas A. Galitza". The signature is written in a cursive style with a long horizontal stroke at the end.

Thomas A. Galitza
Manager
Seabrook Island Utility Commission

ST. JOHN'S WATER COMPANY, INC.

Post Office Box 629
John's Island, South Carolina 29457-0629
(843) 559-0186



BY:

August 26, 2004

Mr. Pay Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
Post Office Box 12001
Charleston, SC 29422

Re: The Cassique PD Application
Water Availability and Willingness to Serve

Dear Mr. Pantlik:

This letter is to confirm that the The Cassique Development Parcels 1 through 5 located off Old Cedar Lane are within the water service area of the St. John's Water Company, Inc. (SJWC). SJWC does have water available from an existing 14-inch water line on Old Cedar Lane based on the existing development density. Water has been available to The Cassique Development since placing the Andell Ground Storage Tank and Booster Station into operation September 7, 2001.

Our system is SC DHEC approved and we have the capacity and willingness to provide potable water to your site. Upon completion of your certification of water system construction, our final inspection, the satisfaction of all legal requirements, payment of all fees, and SC DHEC approval, SJWC will own, operate and maintain the water distribution system in the referenced project.

If you have any questions, please feel free to give me a call.

Sincerely,
ST. JOHN'S WATER COMPANY

A handwritten signature in cursive script that reads "Ava Robichaux".

Ava Robichaux
General Manager

cc: Colleen Schild / BPB

ST. JOHN'S FIRE DISTRICT

COMMISSIONERS:

THOMAS KULICK, Chairman
JOHN HART, Vice-Chairman
ERIC P. BRITTON
SAMUEL BROWNLEE
WANDA FORD
SUSANNE HOLLOMAN
GENEVA SMITH

P.O. BOX 56
JOHNS ISLAND, S.C. 29457
PHONE: (843) 559-9194
FAX: (843) 559-3687



KARLE E. RISTOW, Fire Chief

24 August 2004

Mr. Ray C. Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
Charleston, SC 29422

RECEIVED
AUG 27 2004

BY:

Re: Fire/Emergency Services Confirmation

Dear Mr. Pantlik:

Please accept this letter as statement to the confirmation that the St. Johns Fire District furnishes fire and emergency services contingent to the area to be called the *Courtyard at Cassique*, Johns Island, South Carolina.

However, pursuant to the infrastructure of this planned development community, the St. Johns Fire District shall enforce the requirements outlined in the National Fire Protection Association's (NFPA) 1141, *Standard for Fire Protection in Planned Building Groups*, 2003 Edition (enclosed). Additionally, adequate fire flow (available water supply for structure firefighting) shall be required from the established water supply to ratify size and access to the prospective residential structures.

Should you require any additional assistance regarding this issue or any further explanation regarding the aforementioned requirements, please contact the St. Johns Fire Prevention Division.

Sincerely,


D.S. Chase
Chief Fire Inspector

c.c. Karl E. Ristow
Chief of Department

Enclosure:

EXHIBIT F

MODIFICATIONS TO CHARLESTON COUNTY ZONING AND LAND DEVELOPMENT REGULATIONS ORDINANCE

The applicant is proposing the following modifications to existing development regulations in order to provide flexibility for planning and design of the courtyard home concept. These proposed standards will allow for lot configuration and structure placement of moderate density fee-simple attached and detached residential dwellings without adversely impacting surrounding environmentally sensitive areas.

All references below are as outlined in the Charleston County Zoning and Land Development Regulations (adopted November 20, 2001).

Sect. 4.10.3 Density/Intensity and Dimensional Standards Table

DENSITY/INTENSITY AND DIMENSIONAL STANDARDS		
	EXISTING (RSL)	PROPOSED (PDD)
MAXIMUM DENSITY	4 dwelling units per acre	4 dwelling units per acre [3]
MINIMUM LOT AREA	8,000 square feet	6,000 square feet
MINIMUM LOT WIDTH	60 feet [1]	60 feet
MINIMUM SETBACKS		
Front/Street Side [2]	25 feet	10 feet 5 feet (garage/studio) [4]
Interior Side	5 feet	5 feet (house) 0 feet (garage/studio)
Rear	15 feet	10 feet
OCRM Critical Line	35 feet	30 feet (Ave.) (No less than 20 feet)
MAXIMUM BUILDING COVER	30% of lot	40% of parcel 60% of individual lot [5]
MAXIMUM HEIGHT	35 feet	35 feet

[1] 70 feet without public water and/or public sewer.

[2] Front/Street Side Setback reductions of 15 feet may be approved by the Planning Director when deemed compatible with existing development patterns or setbacks shown on approved plats.

[3] Total dwelling unit cap not to exceed 120. Any parcel not to exceed 4 D.U./Acre.

[4] Any wall up to 8 ft. above finish grade may be located within any of the required setbacks, provided vision site triangles at street intersections are maintained.

[5] The garden courtyard concept coverage includes house, garage, and pool cavity.

Art. 4.22. Waterfront Development Standards

<u>Standard</u>	<u>Existing</u>	<u>Proposed</u>
Min. Lot Area (RSL)	12,000 sq.ft.	8,000 sq.ft.
Min. Lot Width (ft)	90	60
Min. Lot Width Average (ft.)	100	60
Building Setback from OCRM Critical Line (ft.)	35	30 (ave.) (no less than 20')

Sect. 9.5.4 Landscape Buffers

	<u>Existing</u>	<u>Proposed</u>
4. Buffer Depth and County Standards Min. Buffer Depth (Buffer Type S1) ' For residential and amenity uses	15'	12'
5. Buffer Depth and Landscaping Standards Min. Buffer Depth (Buffer Type B)	15'	12'

Sect. 9.7 Wetlands, Waterways and OCRM Critical Line

	<u>Existing</u>	<u>Proposed</u>
B. Buffer Depth and Setbacks Min. Buffers/Setbacks (RSL Classification) Setback from OCRM Critical Line	35'	30' (ave.) (no less than 20')

EXHIBIT G
DRAFT ARB GUIDELINES

Included in this exhibit is an example of the existing Cassique Community Architectural Review Board guidelines that will be revised to include the development standards proposed in this application.

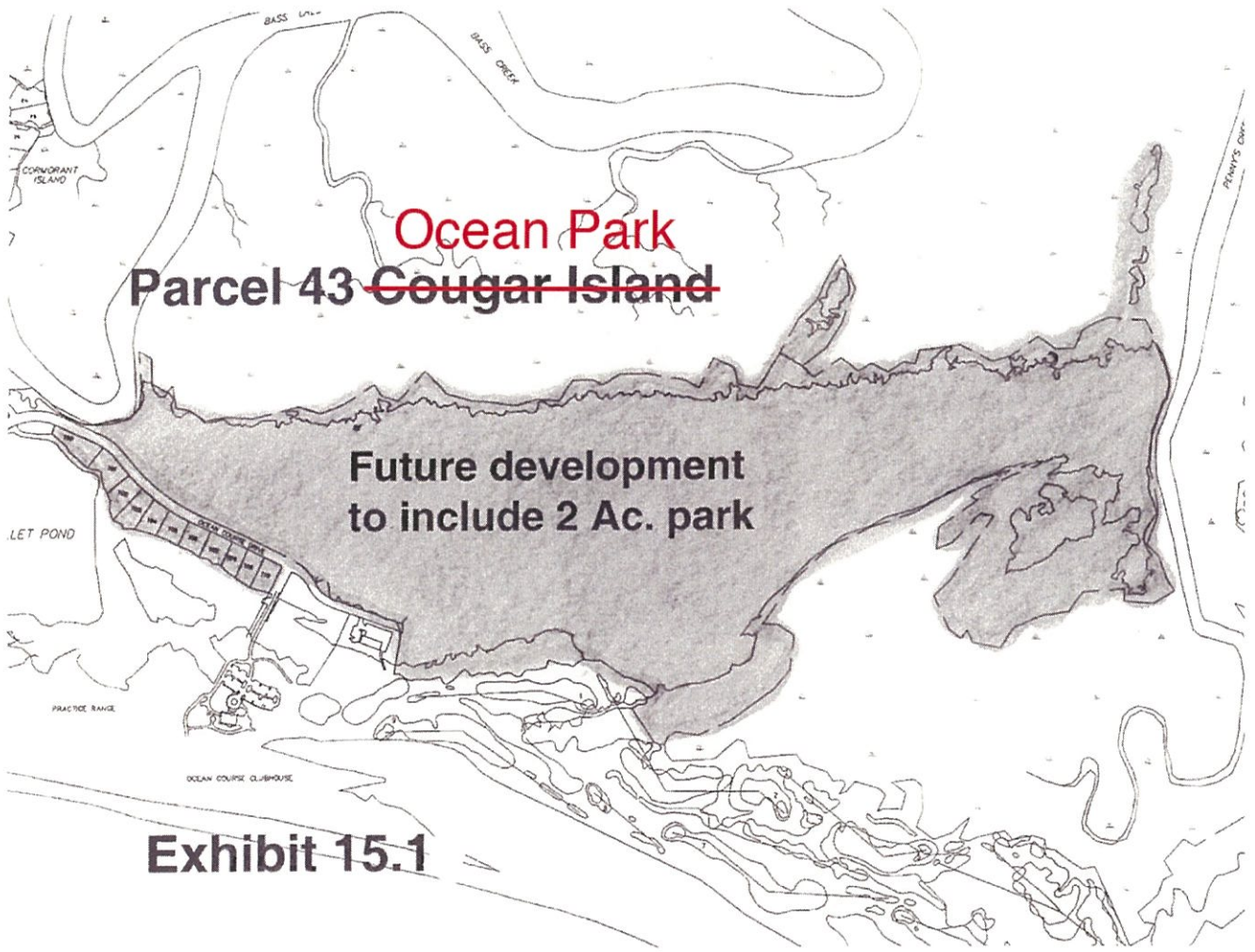
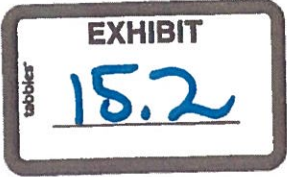


Exhibit 15.1



PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "Agreement"), effective May 5, 2009 by and between **THE OCEAN COURSE GOLF CLUB, LLC**, a Virginia limited liability company, **THE TOWN OF KIAWAH ISLAND**, a municipal corporation organized and existing under the laws of the State of South Carolina, and **KIAWAH RESORT ASSOCIATES, L.P.**, a South Carolina limited partnership, recites and provides as follows:

RECITALS

- A. The Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("KRA") entered into a Development Agreement effective September 26, 1994 ("1994 KRA Development Agreement"), recorded in the RMC Office for Charleston County, South Carolina at Book J248, Page 001, and amended as follows:
- i. First Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book L271, Page 790.
 - ii. Second Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book J283, Page 880.
 - iii. Third Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book G313, Page 115.
 - iv. Fourth Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book F340, Page 484.
 - v. Fifth Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book H348, Page 374.
 - vi. Sixth Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book L378, Page 232.
 - vii. Seventh Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book J434, Page 710.
 - viii. Eighth Amendment, recorded in the RMC Office for Charleston County, South Carolina at Book K463, Page 059.
- B. The Ocean Course Golf Club, LLC ("OCGC") was included as a party to the 1994 Development Agreement for the limited purpose of setting forth the rights, interests and obligations of Item 3 in both the Sixth and the Eighth Amendments.
- C. By the terms of the Eighth Amendment, OCGC agreed to use diligence and good faith efforts to identify thirty (30) parking spaces for beach parking at the Ocean Course for property owners of Kiawah Island (the "KICA Beach Parking").

- D. In April 2005, OCGC, the Town and KICA agreed upon a location for the KICA Beach Parking (the "2005 Designated Site").
- E. Effective October 12, 2005, KRA and the Town terminated the 1994 Development Agreement, substituting it with a new Development Agreement ("2005 KRA Development Agreement") recorded in the RMC Office for Charleston County, South Carolina at Book Z558, Page 004.
- F. The specific language in Section 15(a)(i), Beach Parking, of the 2005 KRA Development Agreement continues the obligations stemming from the 1994 KRA Development Agreement, and amendments thereto, regarding the implementation of beach parking at the Ocean Course for the benefit of KICA.
- G. In July 2006, the East End Beach Renourishment Project was completed. This project, beneficial to all of the parties hereto, closed an existing beachfront creek and opened a new channel to the east, reestablishing the natural flow of sand to the beach. Upon such completion, the 2005 Designated Site was partially underwater and therefore no longer a viable location for the KICA Beach Parking.
- H. All of the parties to this Agreement acknowledge that the 2005 Designated Site was the ideal location for the KICA Beach Parking, and that there are no other permanent workable alternatives on OCGC beachfront property.
- I. Since a permanent alternative is not possible, OCGC is willing to provide beach parking at the Ocean Course Clubhouse parking lot as the best possible solution under the circumstances, for such period of time as such arrangement does not negatively affect the intended use of the Ocean Course Clubhouse parking lot.
- J. The intended use of the Ocean Course Clubhouse parking lot is for parking by patrons of the Ocean Course Golf Course and the Ocean Course Clubhouse ("Ocean Course Patrons"). Currently the Ocean Course Patrons use approximately 50 percent of the available parking spaces in the Ocean Course Clubhouse parking lot.
- K. Therefore, in the spirit of mutual cooperation, OCGC desires to provide a revocable license for thirty (30) parking spaces in the Ocean Course Clubhouse parking lot to KICA for KICA Beach Parking under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The parties represent and warrant that the Recitals to

this Agreement are accurate and correct and incorporate them into this Agreement.

2. **License for KICA Beach Parking.** The following are the terms and conditions for the revocable license for the KICA Beach Parking ("KICA Beach Parking License"):

(a) **Identification of Parking Spaces.** Within ten (10) business days from the full execution of this Agreement, OCGC will provide to KICA the designation of thirty (30) parking spaces that will be available to KICA for parking by Kiawah Island property owners.

(b) **License Use.** KICA will have an exclusive license for the KICA Beach Parking annually during daylight hours, except during tournaments or special events.

(c) **License Term.** The primary use of the Ocean Course Clubhouse parking lot is for Ocean Course Patrons. The KICA Beach Parking License is revocable only upon notice to KICA from OCGC that there is a conflict between the KICA Beach Parking License and the Ocean Course Patrons; provided however, the Alternative KICA Beach Parking as anticipated in Paragraph 3 herein, shall be available before revocation of the License Term.

3. **Alternative KICA Beach Parking.**

(a) **Selection of Alternative Location.** If, in the sole discretion of OCGC, a conflict arises from the KICA Beach Parking license, then OCGC agrees to use diligence and good faith efforts to try to identify a suitable alternative permanent location for KICA Beach Parking, to be submitted to the Town for review and approval ("Alternative Parking Location").

(b) **Conveyance.** Once approved, OCGC will convey the Alternative Parking Location to KICA.

(c) **Kiawah Resorts Associates, L.P. Obligation.** Once the Alternative Parking Location is conveyed to KICA, KRA will improve the Alternative Parking Location as required under the applicable terms of the 1994 KRA Development Agreement, as amended, and the 2005 KRA Development Agreement.

4. **Compliance with Contractual Obligations.** The parties hereto agree that this Agreement supersedes any and all previous agreement(s) or arrangement(s) between the parties related to the KICA Beach Parking.

5. **KRA as a party.** Kiawah Resort Associates, L.P. is a party to this Agreement solely as relates to its obligations set forth in section 3(c) of this Agreement.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS the following signatures and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
[Signature]

THE OCEAN COURSE GOLF CLUB, LLC

By: [Signature]
Name: Roger M. Warren
Its: Vice-President and General Manager
Date: 5-7-09

STATE OF SC)
CITY/COUNTY OF Charleston) to-wit:

The foregoing instrument was acknowledged before me this 4th day of May, 2009, by Roger M. Warren, as the Vice-President of The Ocean Course Golf Club, LLC, for and on its behalf.

My commission expires:

My Commission Expires
March 12, 2011

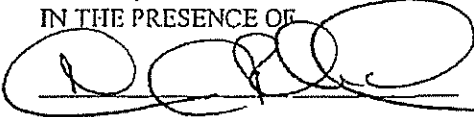
[SEAL]

[Signature]
Notary Public

WITNESS the following signatures and seals.

THE TOWN OF KIAWAH ISLAND

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



By: William G. West

Name: W.G. WEST

Its: Mayor

Date: 5 May 2009

STATE OF South Carolina)

) to-wit:

CITY/COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 5th day of May, 2009, by William G. West, as Mayor of The Town of Kiawah Island, for and on its behalf.

My commission expires:

[SEAL]



Notary Public

WITNESS the following signatures and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

J. Moss
Theresa Cantwell

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

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

Its: General Partner

By: Charles P. Darby, III
Charles P. Darby, III

Its: President

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

J. Moss
Theresa Cantwell

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

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

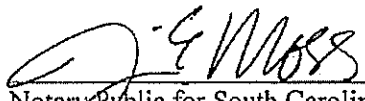
Its: General Partner

By: Charles P. Darby, III
Charles P. Darby, III

Its: Manager

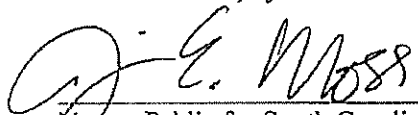
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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 P. Darby, III, its President, this 19th day of June, 2009.

 (SEAL)
Notary Public for South Carolina
My commission expires: 8/18/2016

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 Charles P. Darby, III, its Manager, this 19th day of June, 2009.

 (SEAL)
Notary Public for South Carolina
My commission expires: 8/18/2016



ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, Kiawah Resort Associates, LP ("KRA") and Kiawah Island Community Association, Inc. ("KICA") entered two leases for two boat storage areas for members of KICA, one dated January 1, 2005, and the other dated March 8, 2005 (the "Leases"); and,

WHEREAS, KRA has provided notice to KICA and terminated the Leases for the two boat storage areas, and intends to take over their administration and operation, including all responsibility under the current license agreements for landing usage and boat storage (the "Member License Agreements") entered by KICA with KICA members solely as to the boat storage provisions of the Member License Agreements; and,

WHEREAS KICA would remain responsible under the Member License Agreements for the provisions dealing with launch and landing usage; and,

WHEREAS KICA and KRA desire to cooperate to accomplish the smooth transition of the boat storage facilities and their administration from KICA to KRA.

NOW, THEREFORE, in return for the mutual promises and other legal consideration stated herein, KRA and KICA agree as follows:

1. Transfer Date. KICA and KRA agree that KRA shall take over all facets of the administration and operation of the two boat storage facilities and become fully responsible for them on March 12, 2007 (hereinafter the "Transfer Date").
2. Assignment and Assumption. KICA hereby assigns to KRA all of its rights, obligations, and liabilities under the Member License Agreements currently in effect as to the boat storage facilities only, and KRA hereby

assumes all rights, obligations, and liabilities of KICA under the Member License Agreements currently in effect as to the boat storage facilities only, as of the Transfer Date. KICA shall remain responsible for, and KRA does not assume, the rights, obligations, and liabilities with respect to boat launching, landing usage, or anything other than the boat storage facilities under the Member License Agreements currently in effect.

3. Indemnity. KICA shall defend, indemnify, and hold harmless KRA from all claims, demands, and causes of action arising from the administration and operation of the boat storage facilities or the Member License Agreements before the Transfer Date. The indemnity provisions of the Leases shall survive their termination. KRA shall defend, indemnify and hold harmless KICA from all claims, demands, and causes of action arising from the operation and maintenance of the boat storage facilities or the Member License Agreements (but only as to boat storage matters) after the Transfer Date.
4. Paperwork and Cooperation. KICA shall provide to KRA no later than the Transfer Date a copy of all Member License Agreements currently in effect. KICA shall provide KRA a copy of any other Member License Agreements or other information related thereto that may be reasonably requested by KRA after the Transfer Date. KICA and KRA agree to cooperate with each other in the transfer of the responsibilities with respect to the boat storage facilities including executing any additional documents necessary for the smooth, orderly transition of the

administration and operation of the boat storage facilities from KICA to KRA.

5. Notice to Licensees. KICA shall provide KRA the names, addresses, and email addresses (where applicable) of all of the member licensees under current Member License Agreements if that information is not evident from the Member License Agreements. Promptly after the Transfer Date KRA shall notify in writing all member licensees that it is now responsible for the operation and maintenance of the boat storage facilities, and has assumed all responsibilities of KICA with respect to the boat storage facilities as of the Transfer Date. Promptly after the Transfer Date KICA shall notify in writing all member licensees under current Member License Agreements that it will remain responsible for all provisions of the Member License Agreements relating to the boat launching and landing facilities on Kiawah Island, and will continue to administer them
6. Contact Person. KICA and KRA shall each designate a contact person and inform the other of the name and telephone number of the contact person. If either KICA or KRA changes the contact person, it shall immediately inform the other of the new contact person's name and telephone number. KRA shall direct inquiries concerning the boat launch and landing facilities to the contact person for KICA. KICA shall direct inquiries about the boat storage facilities to the contact person for KRA. The initial contact person for KICA shall be Joe Bunting. The initial contact person for KRA shall be Jacob Kramer.

7. License Fees. KICA shall pay to KRA its share of the license fees for the prorated remainder of the term of the current Member License Agreements.
8. Insurance. KRA shall maintain adequate commercial general liability coverage that includes the boat storage facilities.
9. Integration Merger. This Assignment and Assumption Agreement contains the full understanding of KICA and KRA with respect to the matters covered herein. All prior negotiations, representations, and understandings are merged herein.
10. Termination. KRA and KICA agree that KICA's lease of the boat storage facilities terminated on March 12, 2007. KRA hereby releases KICA from any responsibility to clean and remove items from the boat storage facilities as specified in section 5 of the Leases upon termination of the Leases.
11. Amendment. This Assignment and Assumption Agreement shall not be amended or modified unless such amendment or modification is in a writing signed by the authorized representatives of KICA and KRA.

ENTERED AND EFFECTIVE this 12th day of March, 2007

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC.

By: _____

Its: _____

3.7.07

Date

KIAWAH RESORT ASSOCIATES, LP

By: 

Its: CEO

Date

2/23/07

al

Kiawah Island

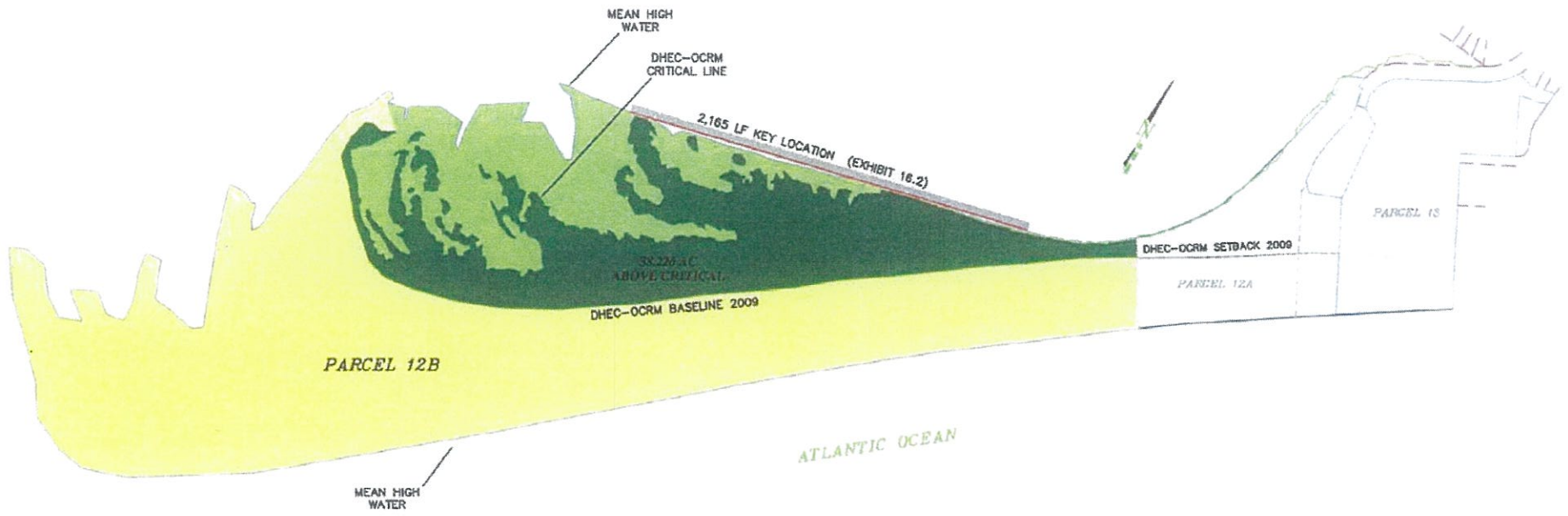


Exhibit 16.1 Lowlands and Marshlands



PARCEL 12B

HIGHLAND	58.226 AC
AREA BETWEEN DHEC-OCRM, BASELINE AND MHW	117.115 AC
TOTAL	175.341 AC



Captain Sams
EXHIBIT 16.2
07.08.2011



**FIFTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P., ET AL AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. (respectively referred to as "Town" and "Property Owner"), entered a Development Agreement on October 12, 2005 (hereinafter the "Agreement"), effective that same date, recorded in the RMC Office for Charleston County at Book Z 558, Page 004; and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book C 570, Page 595 that was effective December 13, 2005; and,

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book 0212, Page 088 that was effective August 2, 2011; and,

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book 0212, Page 089 that was effective August 2, 2011; and,

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book 0244, Page 565 that was effective March 6, 2012; and,

WHEREAS the Agreement replaced, according to its terms, a previous Development Agreement, as amended, between the Town and the Property Owner effective September 26, 1994 (hereinafter the "First Agreement") that is recorded in the RMC Office for Charleston County at Book J248, Page 001; and

WHEREAS in Section 16(b) of the First Agreement, titled "10 Mile Strip of Beachfront Property," the Property Owner agreed to convey to Kiawah Island Community Association, Inc. ("KICA") by quitclaim deed before January 1, 1996, a strip of highland and dunes described in the Section 16(b) as:

"... a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean."

(Hereinafter referenced as the "Beachfront Strip"); and,

WHEREAS Exhibit 16.2 to the First Agreement was a graphic illustration of the location of the Beachfront Strip that established the western terminus of the Beachfront Strip as the eastern boundary and extended eastern boundary of Parcel 13 of the First Agreement, known as the Beachwalker Ocean Parcel (TMS No. 207-05-00-118) in the First Agreement; and

WHEREAS, to implement the transfer of the Beachfront Strip to KICA, Property Owner executed a deed to KICA recorded at Book N265, Page 406, and Corrective and Confirmatory Deed recorded at Book No. L304, Page 459, in the RMC Office for Charleston County (hereinafter, the "Deed"); and

WHEREAS the Agreement (entered in 2005) listed and described Parcel 12A as Beachwalker Park, Parcel 12B as Captain Sam's, and Parcel 13 as Beachwalker Ocean; and

WHEREAS Exhibit 1.3 to the Agreement is an illustration of the location of the Parcels owned by the Property Owner at the time of entry of the Agreement and shows that the Property Owner owned all the land to the high water mark, including the dunes and beachfront, west of the eastern boundary and extended eastern boundary of Parcel 13; and,

WHEREAS it has come to the attention of the Property Owner that the property description in the Deed encompassed land beyond the intended western terminus of the Beachfront Strip described in the First Agreement including land that is seaward of the Parcel known as Beachwalker Park that was listed and identified as Parcel 12 under the First Agreement and Parcel 12A under the Agreement that was not required to be included in the property description nor conveyed to KICA (all land so described and conveyed hereinafter shall be referred to as the "Additional Land"); and,

WHEREAS the Additional Land has remained a part of TMS No. 207-05-00-0011 on the real property tax records of Charleston County and reflected there as owned by Property Owner, and has never been formally subdivided into a separate TMS parcel; and,

WHEREAS Property Owner desires to reconfirm the intent under the First Agreement that the Beachfront Strip does not include the Additional Land; and

WHEREAS Property Owner and Town desire to confirm their intent under the Agreement as well as their intent and belief at the time the Agreement was entered that the land comprising Parcels 12A and 12B as depicted on Exhibit 1.3 to the Agreement, including the Additional Land, was owned by the Property Owner and subject to the Agreement by virtue of such ownership; and

WHEREAS this Fifth Amendment is intended to be a reaffirmation of what is clearly shown on Exhibit 16.2 of the First Agreement and Exhibit 1.3 of the Agreement; and,

WHEREAS, the Agreement provides in Section 22 that the Agreement may be amended; and,

WHEREAS, the Property Owner desires to amend the Agreement to clarify and state their mutual intent with respect to the Beachfront Strip and the real property subject to both the First Agreement and the Agreement;

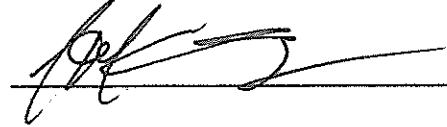
NOW, THEREFORE, the Town and Property Owner confirm and agree (1) that the Property Owner's intent was that the western terminus-boundary of the Beachfront Strip be the eastern boundary and extended eastern boundary of Parcel 13 as described in the First Agreement and the Agreement, known as the Beachwalker Ocean Parcel (TMS No. 207-05-00-118), as illustrated on Exh. 16.2 to the First Agreement recorded at Book J248 Page 366 in the RMC Office for Charleston County; (2) that the Property Owner did not intend that the Beachfront Strip include the Additional Land, which is west of the intended western terminus-boundary of the Beachfront Strip; and, (3) that the intent of the Property Owner at the time of entry of the Agreement was that the Additional Land was part of Parcels 13 and 12A as described in the Agreement.

All other terms, conditions, and provisions of the Agreement, as duly amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement has been entered and enacted this 2nd day of October, 2012.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:






TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By:  10/10/2012

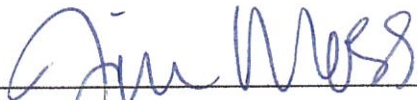
G. Steven Orban, Mayor


Attest: 

Petra Reynolds, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

(CORP. SEAL)






KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner) (Seal)

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


2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

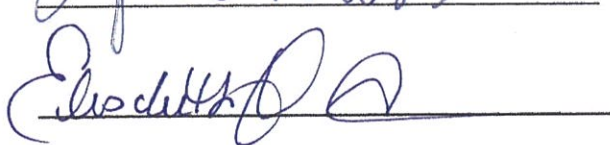
By: 

Charles P. Darby, III
Its: President

AND


(CORP. SEAL)





By: TWD Investments, LLC
(A South Carolina limited liability
Company)

2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

By: 

Charles P. Darby, III
Its: Manager

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NOTE: This page **MUST** remain with the original document

Filed By:

PRATT-THOMAS, & WALKER, P.A.
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 CHARLESTON SC 29413-2247

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Charlie Lybrand, Register Charleston County, SC		

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MAKER:

KIAWAH ISLAND ETC

RECIPIENT:

KIAWAH RESORT ASSOCS

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PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
REGARDING PLANNED DEVELOPMENT ACTIVITIES ON KIAWAH ISLAND

WHEREAS, the U.S. Army Corps of Engineers (Corps) has determined that the issuance of permits to Kiawah Resort Associates for activities such as the construction of roadways, the construction of piers and floating docks, the placement of fill in wetlands, and the creation of fingerling ponds, on Kiawah Island, Charleston County, South Carolina may have an effect on archaeological sites that meet the criteria for inclusion in the National Register of Historic Places; and

WHEREAS, the Corps has consulted with the South Carolina State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Sec. 470f); and

WHEREAS, the Kiawah Resort Associates (KRA) has participated in the consultation and has been invited to join in the Programmatic Agreement as a concurring party;

NOW, THEREFORE, the Corps, the South Carolina SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The Corps will ensure that the following measures are carried out:

1. Archaeological investigations will be conducted to determine if National Register eligible archaeological sites will be affected by this project. Site 38CH124 is currently on the National Register of Historic Places. Eligible sites that have been previously identified consist of the following: 38CH125/126, 38CH129, 38CH440, 38CH1106, and 38CH1107. The eligibility of previously identified sites in areas planned for future development (see attached maps) will be determined prior to future development. Presently undeveloped areas will be intensively surveyed prior to future development to locate and assess possible additional eligible archaeological sites based on the Federal guidelines as cited herein.
2. Until such time as the undeveloped areas are subjected to archaeological investigations for the definitive assessment of their Register eligibility (cf. "eligible" or "not eligible"), those

[Handwritten signatures]

undveloped areas and the sites previously identified as eligible should be avoided and preserved in place.

3. If archaeological investigations are conducted to assess the eligibility of previously recorded sites and any new sites discovered through intensive archaeological survey of undeveloped areas, a report of these investigations consisting of detailed methods, site descriptions, Register eligibility assessment and justification will be prepared. This report shall be submitted to the SHPO, the Corps, and the Council for their review and comment.

4. All archaeological investigations will be consistent with the Council's Handbook, Treatment of Archaeological Properties. All historic and archaeological work will be conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, under the direct supervision of persons who meet, at a minimum, the appropriate qualifications set forth in the Historic Preservation Standards and have relevant professional experience related to properties or remains of similar type and period.

5. For those National Register eligible sites which KRA determines can not be preserved in place a data recovery plan will be developed by the KRA archaeologist. The plan shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37). The plan(s) shall specify, at a minimum, the portions of properties where data recovery is carried out and any properties or portions thereof that will be destroyed or altered without data recovery. The data recovery plan(s) shall also specify the research questions to be addressed through the data recovery, with an explanation of their relevance and importance; the methods to be used, with an explanation of their relevance to the research questions; the methods to be used in analysis, data management, and dissemination of data, including a schedule; the proposed disposition of recovered materials and records; and the proposed methods for disseminating results of the work to the interested public. The plan(s) will be submitted by the Corps to the Council and the South Carolina SHPO for 30 days review. Unless the SHPO or the Council objects within 30 days after receipt of the plan, the Corps shall ensure that it is implemented. The data recovery plan will be conducted by a qualified professional archaeologists. For the National Register eligible sites which KRA determines can be preserved in place a preservation plan will be developed by KRA. The preservation plan will be submitted to the Corps for review and approval. The Corps shall submit the plan to the Council and the SC SHPO for their review. Unless the SHPO or the Council objects within 20 days of receipt of the preservation plan, the Corps will ensure that it is implemented.

6. A draft report of investigations must be submitted to the Corps, the Council, and the South Carolina SHPO for a review period of 30 days. The Corps will ensure that Council and SHPO review comments, if received within 30 days of report receipt, will be incorporated within the final report as approved by the Corps. Two copies of all final reports will be provided to the Corps, and at least one copy of each final report to the South Carolina SHPO, the Council, and the South Carolina Institute of Archaeology and Anthropology (SCIAA). In addition, a brief,

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mem

public-oriented brochure describing archaeological fieldwork results will be produced by KRA, under the direction of a qualified archaeologist (see attached example). This will serve to educate the public about the cultural resources found on Kiawah Island by KRA. Such a brochure will be produced to describe each significant site excavated, and will be available for Corps, SHPO and Council comment within 30 days of Corps approval of the final report detailing work at those particular significant sites. No less than one hundred copies of each brochure will be made available to the public, and fifty of those one hundred copies shall be sent to the SHPO for dissemination.

7. All archaeological materials, along with field and laboratory records, maps, drawings, and photographic materials will be curated at a suitable repository agreed upon by the Council, the Corps, the South Carolina SHPO, and KRA. Documentation will be provided to the South Carolina SHPO that these materials have been accepted and curated. If KRA or its agents exhibit a sample of artifacts recovered, the museum quality display must be prepared by or under the supervision of a qualified professional archaeologist.

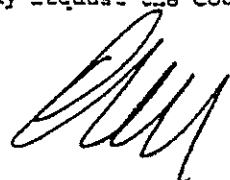
8. Any archaeological materials or sites discovered during construction, and not referenced above will be treated in accordance with the process outlined under 36 CFR Part 800.11, "Properties discovered during the implementation of an undertaking." These include both land and underwater sites.

9. In the event that the Corps is unable to carry out its responsibilities under the stipulations above, the Corps should consult the South Carolina SHPO and the Advisory Council so that a new agreement may be developed. Until such time as a new (or revised) agreement is signed, the Corps will ensure that no adverse impacts occur to the National Register-eligible and potentially eligible archaeological sites found in the project area.

10. The Council and the South Carolina SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. The Corps will cooperate with the Council and the South Carolina SHPO in carrying out their monitoring and review responsibilities.

11. Should the Council or the South Carolina SHPO object within 30 days to any plans provided for review pursuant to this agreement, the Corps shall consult with the objecting party to resolve the objection. If the Corps determines that the objection cannot be resolved, the Corps shall request the further comments of the Council pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by the Corps in accordance with 36 CFR 800.6(c) (2) with reference only to the subject of the dispute; the Corps' responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

12. This programmatic agreement will continue in full force and effect until June 1, 1994 unless terminated as herein provided. At any time in the six-month period prior to this date, the Corps may request the Council

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and the SHPO in writing to review the Corp's program and consider an extension or modification of this Programmatic Agreement. No extension or modification will be effective unless all parties to the Programmatic Agreement have agreed to it in writing.

13. Any party to this Programmatic Agreement may request that it be amended whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment.

14. Any party to this Programmatic Agreement may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Corps will comply with 36 CFR Parts 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution of this Programmatic Agreement and carrying out its terms evidences that the Corps has afforded the Council an opportunity to comment on this project and its effects on cultural resources, and that the Corps has taken into account the effects of the project on cultural resources.

Advisory Council on Historic Preservation:

John W. ...

Date: 9/6/90

U.S. Army Corps of Engineers:

Clarence ...

Date: 8/1/90

South Carolina Historic Preservation Office:

Mary Watson Edwards

Date: 7/12/90

Concur:

[Signature]
for Kiawah Resort Associates
AS AGENT FOR KRA

7-17-90

[Signature]

12/30/05
RECORDS DEPARTMENT
PER CLERK
RMC OFFICE
CHARLESTON COUNTY, SC

EXHIBIT 18.1

STATE OF SOUTH CAROLINA) LIMITED WAIVER UNDER
) DECLARATION OF KIAWAH ISLAND
COUNTY OF CHARLESTON) COMMUNITY ASSOCIATION, INC.

WHEREAS, a Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. ("KICA") was recorded in the RMC Office for Charleston County in Book M 114 AT Page 407, which has been amended and supplemented by amendments and addenda thereto and including, but not limited to, those recorded at Book O 125 at Page 163, Book K 139 at Page 58, Book R 210 at Page 748, Book W 243 at Page 271, Book W 243 at Page 258, Book S 287 at Page 404, Book H348 at Page 383, Book W 444 at Page 552, and Book F 491 at Page 517 (said Declaration and all amendments and addenda thereto being referred to collectively herein as the "KICA Covenants"); and

WHEREAS, by virtue of certain assignments recorded in Book Z175, page 561, and Book N215, page 11 in the RMC Office for Charleston County Kiawah Resort Associates, LP, a Delaware Limited Partnership, is the Company under the KICA Covenants; and

WHEREAS, Article III, Section 4 of the KICA Covenants provides, in part, that the Company shall have the right to elect no less than a majority of the board of directors of KICA "until such time as 80% of the cumulative maximum number of authorized lots and dwelling units have been sold to Type A Members" (said numerical trigger being referred to herein as "Transition"); and

WHEREAS, Article VIII, Section 2, of the KICA Covenants provides, in part, that "so long as the Company, as the Type E Member, is entitled to elect a majority of the

members of the Board of Directors of the Association, no amendment of this Declaration shall be made without consent of the Company”; and

WHEREAS, Kiawah Resort Associates, LP, entered a Development Agreement with the Town of Kiawah Island recorded at Book J 248, Page 1 in the RMC Office for Charleston County (this Development Agreement and nine amendments thereto hereinafter collectively referenced as the “Initial Agreement”); and

WHEREAS, under the terms of the Initial Agreement, Kiawah Resort Associates, LP, as the Company under the KICA Covenants agreed to temporarily refrain from exercising its right to elect a majority of the board of directors of KICA as further set forth in the Section 18 of the Initial Agreement; and,

WHEREAS, Kiawah Resort Associates, LP and the Town of Kiawah Island have entered a new Development Agreement on or about October 12, 2005, recorded in the RMC Office for Charleston County at Book 2558, Page 004 (hereinafter the “Development Agreement”) and

WHEREAS, Section 21 of the Development Agreement provides, in part, that the Initial Agreement is terminated except for those rights, obligations, and provisions expressly preserved by the Development Agreement;

NOW, THEREFORE, in return for the mutual promises and other consideration set forth in the Development Agreement, Kiawah Resort Associates, LP, does for itself, its successors, and assigns, in its capacity as the Company under the KICA Covenants, hereby permanently and irrevocably waive its right to appoint a majority of the board of directors of KICA under Article III, Sections 2 and 4 of the KICA Covenants on the terms and conditions described herein:

1. Kiawah Resort Associates, LP retains and expressly reserves its right under Article VIII, Section 2 of the KICA Covenants that the consent of the Company must be obtained for all amendments to the KICA Covenants. Kiawah Resort Associates, LP, hereby ratifies and reaffirms its prior consents to all prior amendments and addenda to the KICA Covenants recorded in the RMC Office for Charleston County before the date of this Limited Waiver.
2. Kiawah Resort Associates, LP retains the right to appoint one member of the board of directors of KICA.
3. Kiawah Resort Associates, LP retains the right to require that the following action shall require the dual approval of both (1) the director appointed by the Company under the KICA Covenants and (2) the remaining directors of KICA: The replacement of G. Trenholm Walker and the firm of Pratt-Thomas, Epting & Walker, PA as legal counsel to KICA. This provision shall not apply if KICA legal counsel has a non-waivable conflict of interest or otherwise declines such representation for a given matter or if a majority of the board of KICA determines that there is a conflict of interest with respect to a particular matter.

These retained rights of Kiawah Resort Associates, LP, its successors and assigns shall expire upon the occurrence of Transition under the KICA Covenants, or the termination of the Development Agreement, whichever occurs first.

IN WITNESS WHEREOF, Kiawah Resort Associates, LP, by its hand and seal does execute and agree to this limited waiver of rights under the KICA Covenants.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

(CORP. SEAL)

Theresa A. Cantwell
Disability of Ammons

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

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

2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

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

AND

(CORP. SEAL)

Theresa A. Cantwell
Disability of Ammons

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


2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

By: CPD
Charles P. Darby, III
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - D&W)


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 P. Darby, III, its President, this 3rd day November, 2005.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - TWD)

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 Charles P. Darby, III, its Manager, this 3rd day November, 2005.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

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- a. Ocean Marsh Road emergency vehicle access point adjacent to the Atlantic Ocean at lots 218 and 219, off Ocean Marsh Road and Governors drive. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-93-056 on April 20, 1993.
 - b. Eugenia Avenue emergency vehicular access point adjacent to the Atlantic Ocean between Lots 29 and 31, off Eugenia Avenue. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-90-167 on July 25, 1990.
 - c. Ghost Crab Run emergency vehicular access point adjacent to the Atlantic Ocean near and in front of the Ocean Course Club House. This emergency access point has been in continuous use for decades and did not require a South Carolina Coastal Council permit. This emergency vehicular access point more fully appears on an undated plat prepared for Kiawah Beach Company by Sea Pines Plantation Company Engineering Group, a copy of which is on file in Town Hall.

KICA also hereby grants the Town and its employees nonexclusive permission to enter and use vehicles upon its roadways to reach these emergency vehicular beach access points while such employees of the Town area acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach.

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TWO: Duration. The license granted herein by KRA shall continue for so long as the Town has in effect an ordinance granting vehicular use on the beach between the high tide and low tide marks to KICA for its security vehicles and to KRA for the use of vehicles for the purpose of inspecting, protecting, and maintaining its beachfront properties. If any of the three locations described in Section One ceases to be an approved emergency vehicular access point, then this license and permission shall terminate as to that location. This license and permission shall also terminate if KRA's and KICA's usage rights respecting the beach between mean high and low tides be lessened.

THREE: Keys. KRA and KICA agree to provide to the Town the keys necessary to unlock any gates or chains at the emergency vehicular beach access points listed in Section One above. The Town agrees that it shall not provide any of these keys to any person other than Town employees on official Town business. Upon termination of this license agreement, the Town shall immediately return to KRA and KICA the keys in its possession to these access points.

FOUR: Hold Harmless. The Town agrees to indemnify and hold harmless KRA and KICA against any and all liability arising out of the use by the Town, and its agents, servants and employees, of the beach access points.

FIVE: No Rights Other Than License. Nothing herein shall be construed as granting to the Town any ownership or other right in and to the vehicular beach access points other than such permission

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as is specifically set forth herein, save exercise of the Town's police power.

SIX: Merger/Integration. This written access/license agreement shall constitute the full and complete understanding among the parties. Any prior or contemporaneous conversations, agreements or representations are hereby deemed to be merged into this Agreement and of no legal effect.

WITNESSES:

TOWN OF KIAWAH ISLAND (seal)

[Signature]

BY [Signature]
ITS [Signature]

KIAWAH ISLAND COMMUNITY ASSN., INC. (seal)

Elizabeth H. Steunette
Anne Watson

BY [Signature]
ITS President

KIAWAH RESORT ASSOCIATES, L.P. (seal)

By: D&W Investments, Inc.
Its General Partner

Elizabeth H. Steunette
Anne Watson

BY [Signature]
ITS Charles S. Way, Jr. President

Elizabeth H. Steunette
Anne Watson

BY Betty R. Crow
ITS Secretary

BK Z282PG738

Grantee may erect a gate, chain, or such other apparatus as is necessary to ensure use of the License area only by Grantee, Grantee's permittees, and Grantor from time to time, so long as Grantee provides Grantor with notice thereof. Grantee may also erect necessary dune crossovers as allowed by governmental agencies. Grantee shall provide to Grantor two sets of any keys necessary to unlock such gates or chains.

Grantee agrees and does hereby indemnify and hold Grantor harmless from and against any and all liability, injury, loss, claims, judgments, and causes of action, including attorneys fees and costs, whether legal or equitable, known or unknown, foreseeable or unforeseeable, arising out of the use of the License by the Grantee, its agents, officers, employees, invitees, and permittees.

The term of this License shall be for a period of twenty-five (25) years commencing on the 15th day of April, 1997. It is the intention of Grantor that the within granted License shall be and is hereby deemed irrevocable, but may be relocated by Grantor, its successors and assigns, at any time and from time to time, in accordance with the provisions hereinafter set forth.

RESERVING unto the Grantor, its successors and assigns, the exclusive right and privilege, in Grantor's sole discretion, to relocate the 10' Vehicular Access Area, at any time and from time to time, so long as Grantor provides Grantee with alternative vehicular access to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time. Such alternative vehicular access area shall be approximately 10' in width, and Grantor shall grant to Grantee an exclusive license over such alternative vehicular access area by means of a license agreement similar in form and content to the within written instrument with an exhibit attached prepared by a licensed S.C. surveyor which accurately depicts the alternative access area. Upon the recordation in the Charleston County R.M.C. Office of the license agreement granting to Grantee alternative access to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean as aforesaid, the within Grant of Exclusive License shall immediately and automatically cease and terminate, and become null, void, and of no further force and effect.

Grantee has joined in the execution of the within Grant of Exclusive License to evidence its agreement to abide by the terms and conditions set forth herein. Grantee further agrees, upon Grantor's request, to execute and deliver to Grantor simultaneously with the execution and delivery of the aforesaid grant of exclusive license for such alternative access area, an instrument in recordable form, terminating the within Grant of Exclusive License.

This License is granted subject to all applicable covenants, conditions, restrictions, easements and limitations of record in the R.M.C. Office for Charleston County, S.C., and in addition thereto, an unrecorded Lease Agreement between Kiawah Island Company, Inc., and Charleston County for Beachwalker Park.

DK Z282PG739

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereto duly authorized and its seal to be hereunto affixed, this 15th day of April, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First 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

Allison L. Bell

By: Charles P. Darby, III
Charles P. Darby, III

Ann C. Bryant

Its: President

[Handwritten initials]

W CD

Dennis Rhead

OR 2282PG743

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC