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

Adopted December 3, 2013
Recorded December 9, 2013
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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 residential 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 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.
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 obstruction 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.

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.

(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.

(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
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 12A 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:

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(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:

TOWN OF KIAWAH ISLAND (Town) (SEAL)
By: Charles R. Lipuma, Mayor
By: Mary Q. Johnson
By: John D. Labriola
By: Lauren N. Patch
By: Richard Murphy

ACKNOWLEDGMENT (TOWN)

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

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.

Stephanie Braswell (SEAL)
Notary Public for South Carolina

My Commission Expires: 9/4/2022
STATE OF SOUTH CAROLINA
)
COUNTY OF CHARLESTON
)

PERSONALLY APPEARED before me Petra Reynolds, the undersigned witness, who made oath that she saw the within named TOWN OF KIAWAH ISLAND by its Council Members, Mary Q. Johnson, John D. Labriola, Lauren N. Patch, and Richard Murphy, sign, seal and as their act and deed deliver the within written instrument, and that she with the other witness appearing above, witnessed the execution thereof.

Sworn to before me this 5th day of December, 2013.

(SEAL)

Notary Public for South Carolina
My commission expires: 10/24/16

Petra Reynolds (witness)
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:

[Signatures]

KIAWAH DEVELOPMENT PARTNERS, LLC (SEAL)

By: ____________

Patrick Melton
Its: President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH DEVELOPMENT PARTNERS, LLC, by Patrick Melton, its President, this 3rd day of December, 2013.

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

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PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

KDP II, LLC (SEAL)

By: [Signature]

Patrick Melton

Its: President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by KDP II, LLC, by Patrick Melton, its President, this 3rd day of December, 2013.

[Signature]

Notary Public for South Carolina

My commission expires: 12-10-2020
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

KIAWAH ISLAND UTILITY, INC.
(SEAL)

By: ____________________________

Its: President

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH ISLAND UTILITY, INC., by 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:

FRESHFIELDS VILLAGE HOTEL ASSOCIATES LLC (SEAL)

By: Local Hotel Properties, LLC
Its: Manager (CORP SEAL)

By: Donald J. Semmler
Its: Member

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me by FRESHFIELDS VILLAGE HOTEL ASSOCIATES LLC, by Local Hotel Properties, LLC, its Manager, by Donald J. Semmler, its Member, this 3rd day of December, 2013.

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

Its:   Chief Financial Officer

STATE OF New York )
COUNTY OF New York )

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
Notary Public for New York
My commission expires: October 7, 2017
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

NW BBT LLC (SEAL)

By: Michael Sullivan

Its: Chief Financial Officer

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.

PRIYANKA BOSE
Notary Public for New York
My commission expires: October 7, 2017

PRIYANKA BOSE
Notary Public, State of New York
No. 01B0820109
Qualified in New York County
Commission Expires Oct. 7, 2017

[Signature Page to Development Agreement]
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

NW FV LAND LLC (SEAL)

By: [Signature]

Michael Sullivan

Its: Chief Financial Officer

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 3rd day of December, 2013.

[Priyanka Bose]
Notary Public for New York

My commission expires: 10/17/2017

[Signature Page to Development Agreement]
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATLANTIC PARTNERS II, LLC
(Seal)

By: [Signature]

Patrick Melton
Its: President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by ATLANTIC PARTNERS II, LLC, by Patrick Melton, its President, this 3rd day of December, 2013.

[Signature] (Seal)
Notary Public for South Carolina
My commission expires: 12-10-2020
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: .

KIAWAH ISLAND CLUB HOLDINGS, LLC (SEAL)

By: __________

Patrick Melton
Its: President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH ISLAND CLUB HOLDINGS, LLC, 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:

[Signature]

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

FRESHFIELDS CONVENIENCE STORE, LLC (SEAL)

By: [Signature] Patrick Melton
Its: President

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by FRESHFIELDS CONVENIENCE STORE, LLC, by Patrick Melton, its President, this 3rd day of December, 2013.

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires: 12.10.2021
PROPERTY OWNER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATLANTIC PARTNERS, LLC (SEAL)

By: Patrick Melton
Its: President

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me by ATLANTIC PARTNERS, LLC, by Patrick Melton, its President, this 2nd day of December, 2013.

Notary Public for South Carolina
My commission expires: 12-10-2020
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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.
“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.)

“Graphics Setbacks” means the table of setbacks for Lots owned by third parties as set forth on Exhibit 13.10.

“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.

“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.

“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.

“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.

"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.

"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.

“KICA” means the Kiawah Island Community Association, Inc.
(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.
<table>
<thead>
<tr>
<th>TAX MAP NUMBER (TMS)</th>
<th>PARCEL NO.</th>
<th>PARCEL DESCRIPTION - KIAWAH ISLAND</th>
<th>ACREAGE (ABOVE M.H.W.)</th>
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<th>PARCEL DESCRIPTION - KIAWAH ISLAND</th>
<th>ACREAGE (ABOVE M.H.W.)</th>
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| 204-00-00-135       | 70         | Tract III-A (Freshfields Utility Tract) | 4.28                   |

**SUMMARY**

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<th>PARCEL NO.</th>
<th>PARCEL DESCRIPTION</th>
<th>ACREAGE (ABOVE M.H.W.)</th>
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<td><strong>TOTAL</strong></td>
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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 PDD1a 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.

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 PDD1a 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)
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.
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.

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<th>Link #</th>
<th>Link Description</th>
<th>Near Capacity Traffic Volume (VPH)</th>
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<tr>
<td>Link 1</td>
<td>Kiawah Island parkway/Bohicket Road to the Bridge</td>
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<td>Link 2</td>
<td>Kiawah Island Parkway/Beachwalker Drive Intersection including the potential commercial concentration between the Bridge and the General Store</td>
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<td>Link 3</td>
<td>Kiawah Island Parkway/Kiawah Beach Drive intersection</td>
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<td>Link 4</td>
<td>Kiawah Island Parkway/Surf Watch Drive/Sea Marsh Drive intersection</td>
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<td>Link 5</td>
<td>Kiawah Island Parkway/Green Winged Teal Road intersection</td>
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<td>Kiawah Island Parkway/Sea Forest Drive West intersection</td>
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<td>Link 8</td>
<td>Kiawah Island Parkway/Sanctuary Beach Drive (Conference Center) intersection</td>
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<td>Kiawah Island Parkway/Green Dolphin Way</td>
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<td>Link 10</td>
<td>Kiawah Island Parkway/Governor's Drive intersection</td>
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<tr>
<td>Link 11</td>
<td>Kiawah Island Parkway Bridge</td>
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</table>
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.
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.
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 alphanumerics 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”, 2 Ordinance 2003-5
“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.

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.
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.
<table>
<thead>
<tr>
<th>Key Location</th>
<th>Auth. Shoreline (Lin. Ft.)</th>
<th>Docks Authorized</th>
<th>Designation(a)</th>
<th>Location</th>
<th>Auth. Shoreline (Lin. Ft.)</th>
<th>Docks Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beachwalker Park</td>
<td>100</td>
<td>TBD</td>
<td>1</td>
<td>Beachwalker Park</td>
<td>100</td>
<td>TBD</td>
</tr>
<tr>
<td>Inlet Cove</td>
<td>1</td>
<td>Inlet Cove Neighborhood Dock</td>
<td>2</td>
<td>Inlet Cove</td>
<td>1</td>
<td>Inlet Cove Neighborhood Dock</td>
</tr>
<tr>
<td>Kiawah River Cmns.</td>
<td>600</td>
<td>TBD</td>
<td>3</td>
<td>Kiawah Riv. Cmns.</td>
<td>600</td>
<td>TBD</td>
</tr>
<tr>
<td>Little Rabbit</td>
<td>400</td>
<td>TBD</td>
<td>4</td>
<td>Little Rabbit</td>
<td>400</td>
<td>TBD</td>
</tr>
<tr>
<td>Mingo Point</td>
<td>1,200</td>
<td>TBD</td>
<td>5</td>
<td>Mingo Point Commercial Dock</td>
<td>1,200</td>
<td>TBD</td>
</tr>
<tr>
<td>Old Dock Road</td>
<td>10</td>
<td>Lot #'s 489, 490, 491, 492, 493, 495, 496, 497, 498, &amp; 499</td>
<td>6</td>
<td>Old Dock Road</td>
<td>10</td>
<td>Lot #'s 489, 490, 491, 492, 493, 495, 496, 497, 498, &amp; 499</td>
</tr>
<tr>
<td>The Settlement West</td>
<td>800</td>
<td>The Settlement West</td>
<td>7</td>
<td>The Settlement West</td>
<td>800</td>
<td>TBD</td>
</tr>
<tr>
<td>Rhett's Bluff, North</td>
<td>24</td>
<td>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</td>
<td>8</td>
<td>Rhett's Bluff, North</td>
<td>24</td>
<td>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</td>
</tr>
<tr>
<td>Capt. Maynard's, N.</td>
<td>280</td>
<td>1</td>
<td>9</td>
<td>Capt. Maynard's, N.</td>
<td>280</td>
<td>1</td>
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<tr>
<td>Capt. Maynard's, S.</td>
<td>930</td>
<td>1</td>
<td>10</td>
<td>Capt. Maynard's, S.</td>
<td>930</td>
<td>1</td>
</tr>
<tr>
<td>Rhett's Bluff, South</td>
<td>6</td>
<td>Lot #'s 7/8, 9/10, 11/12, 13/14, 15/16 &amp; 17/18</td>
<td>11</td>
<td>Rhett's Bluff, South</td>
<td>6</td>
<td>Lot #'s 7/8, 9/10, 11/12, 13/14, 15/16 &amp; 17/18</td>
</tr>
<tr>
<td>Vanderhorst House</td>
<td>50</td>
<td>1</td>
<td>12</td>
<td>Vanderhorst House</td>
<td>50</td>
<td>1</td>
</tr>
<tr>
<td>Terrapin Island</td>
<td>6</td>
<td>Lot #'s 7A/8B, 9/10, 11, 12, 13, &amp; 14</td>
<td>13</td>
<td>Terrapin Island</td>
<td>6</td>
<td>Lot #'s 7A/8B, 9/10, 11, 12, 13, &amp; 14</td>
</tr>
<tr>
<td>Preserve, N.E. Tip</td>
<td>100</td>
<td>1</td>
<td>14</td>
<td>Preserve, N.E. Tip</td>
<td>100</td>
<td>1</td>
</tr>
<tr>
<td>Cormorant Island, N.</td>
<td>2</td>
<td>Lot #'s 23/24, &amp; 25/26</td>
<td>15</td>
<td>Cormorant Island, N.</td>
<td>2</td>
<td>Lot #'s 23/24, &amp; 25/26</td>
</tr>
<tr>
<td>Eagle Point, Central</td>
<td>5</td>
<td>Lot #'s 226/228, 230/232, 234/236, 238/240, and the Eagle Point Neighborhood Dock</td>
<td>16</td>
<td>Eagle Point, Central</td>
<td>5</td>
<td>Lot #'s 226/228, 230/232, 234/236, 238/240, and the Eagle Point Neighborhood Dock</td>
</tr>
<tr>
<td>Eagle Point, West</td>
<td>2</td>
<td>Lot #'s 222/224 and the Eagle Point Dock and Boat Launch</td>
<td>17</td>
<td>Eagle Point, West</td>
<td>2</td>
<td>Lot #'s 222/224 and the Eagle Point Dock and Boat Launch</td>
</tr>
<tr>
<td>Salt Cedar Lane, East Tip</td>
<td>1</td>
<td>Lot # 62</td>
<td>18</td>
<td>Salt Cedar Lane, East Tip</td>
<td>1</td>
<td>Lot # 62</td>
</tr>
<tr>
<td>Salt Cedar Lane, East</td>
<td>2</td>
<td>Lot #'s 60 &amp; 61</td>
<td>19</td>
<td>Salt Cedar Lane, East</td>
<td>2</td>
<td>Lot #'s 60 &amp; 61</td>
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<tr>
<td>Preserve, South</td>
<td>4</td>
<td>Lot #'s 42, 44/46, 48/50 and the Preserve Neighborhood Dock</td>
<td>20</td>
<td>Preserve, South</td>
<td>4</td>
<td>Lot #'s 42, 44/46, 48/50 and the Preserve Neighborhood Dock</td>
</tr>
<tr>
<td>Salt Cedar Lane, Cent.</td>
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<td>Lot #s 57 &amp; 58</td>
<td>21</td>
<td>Salt Cedar Lane, Cent.</td>
<td>500</td>
<td>2</td>
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</table>

Ordinance 2003-5
## Town of Kiawah Island Key Locations

### Floating Docks

<table>
<thead>
<tr>
<th>Designation</th>
<th>Location</th>
<th>Auth. Shoreline (Lm. Ft.)</th>
<th>Docks Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Salt Cedar, West</td>
<td>2,150</td>
<td>Lot #s 63/94 and the Salt Cedar Community Dock</td>
</tr>
<tr>
<td>24</td>
<td>Cougar Island, West</td>
<td>TBD</td>
<td>Lot #s 12/13, 14/15, 17, and the Summer Islands Neighborhood Dock</td>
</tr>
<tr>
<td>25</td>
<td>Cormorant Island, S.</td>
<td>2,000</td>
<td>Lot #s 27/31, 28/29, &amp; 30/31</td>
</tr>
<tr>
<td>26</td>
<td>Cougar Island, W. Tip</td>
<td>300</td>
<td>Lot # 91</td>
</tr>
<tr>
<td>27</td>
<td>Otter Island, East</td>
<td>1,000</td>
<td>Lot # 65</td>
</tr>
<tr>
<td>28</td>
<td>Summer Islands, East</td>
<td>1,150</td>
<td>Lot # 67/73</td>
</tr>
<tr>
<td>29</td>
<td>Summer Islands, West</td>
<td>1,100</td>
<td>Lot # 68/69</td>
</tr>
<tr>
<td>30</td>
<td>Otter Island, Savannah Point</td>
<td>500</td>
<td>Lot # 65</td>
</tr>
<tr>
<td>31</td>
<td>Otter Island Rd., West</td>
<td>1,150</td>
<td>Lot # 67/73</td>
</tr>
<tr>
<td>32</td>
<td>Otter Island Rd., West Tip</td>
<td>2,000</td>
<td>Lot # 68/69</td>
</tr>
<tr>
<td>33</td>
<td>Ocean Course Drive</td>
<td>TBD</td>
<td>Lot # 65</td>
</tr>
<tr>
<td>34</td>
<td>Club Cottages</td>
<td>1,100</td>
<td>Lot # 67/73</td>
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<tr>
<td>35</td>
<td>Cougar Island, E. Tip</td>
<td>1,100</td>
<td>Lot # 67/73</td>
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</table>

### Deleted Key Locations/Dock Sites

<table>
<thead>
<tr>
<th>Designation</th>
<th>Location</th>
<th>Original Authorized Shoreline (l.f.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6(a)</td>
<td>Old Dock Road - Lot #495</td>
<td>N.A.</td>
</tr>
<tr>
<td>23(a)</td>
<td>Preserve, Southwest</td>
<td>700</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Designation</th>
<th>Key Location</th>
<th>Auth. Shoreline (Lin. Ft.)</th>
<th>Docks Authorized</th>
<th>Site(s)/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Old Dock Rd./Ruddy Turnstone</td>
<td>6</td>
<td>Lot #s 500, 512, 513, 514, 515, &amp; 517</td>
<td>The Settlement, East</td>
</tr>
<tr>
<td>B</td>
<td>The Settlement, East</td>
<td>1,050 TBD</td>
<td>Bass Pond Community Dock(s)</td>
<td>The Settlement, East</td>
</tr>
<tr>
<td>C</td>
<td>Bass Pond, East</td>
<td>1</td>
<td>Lot # 15</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Terrapin Island</td>
<td>1</td>
<td>Lot # 158</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Blue Heron, North</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Eagle Point, East</td>
<td>1,100 TBD</td>
<td>Eagle Point, East</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Falcon Point Rd., East</td>
<td>1</td>
<td>Lot # 67</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Blue Heron, West</td>
<td>1</td>
<td>Blue Heron Community Dock</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Cougar Island, West</td>
<td>250 TBD</td>
<td>Cougar Island, West</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Ocean Course Drive</td>
<td>1</td>
<td>Lot # 64</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Falcon Point, East</td>
<td>1</td>
<td>Falcon Point Neighborhood Dock(s)</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Shell Crk. Lndg., East</td>
<td>1</td>
<td>Lot # 5</td>
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<tr>
<td>S</td>
<td>Shell Crk. Lndg., S.</td>
<td>2</td>
<td>Lot #s 1/2 &amp; 3/4</td>
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</tr>
<tr>
<td>T</td>
<td>Club Cottages</td>
<td>3</td>
<td>Lot #s 9, 10, and the. Club Cottage Neighborhood Dock</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Marsh Cottages</td>
<td>2</td>
<td>Lot #s 25/26, and the Marsh Cottages Neighborhood Dock</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Ocean Oaks</td>
<td>1</td>
<td>Ocean Oaks Neighborhood Dock</td>
<td></td>
</tr>
<tr>
<td>W</td>
<td>Ibis Pond</td>
<td>1</td>
<td>Ibis Pond Community Dock</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Willet Pond</td>
<td>1</td>
<td>Willet Pond Community Dock</td>
<td></td>
</tr>
<tr>
<td>Y</td>
<td>Blue Heron, North</td>
<td>800 TBD</td>
<td>Blue Heron, North</td>
<td></td>
</tr>
<tr>
<td>Z</td>
<td>Osprey Entry</td>
<td>1</td>
<td>Canvasback Pond Community Dock</td>
<td></td>
</tr>
<tr>
<td>AA</td>
<td>Bass Pond, West</td>
<td>100 TBD</td>
<td>Bass Pond, West</td>
<td></td>
</tr>
<tr>
<td>BB</td>
<td>Egret Pond</td>
<td>1</td>
<td>Egret Pond Community Dock</td>
<td></td>
</tr>
</tbody>
</table>

**Deleted Key Locations/Dock Sites**

<table>
<thead>
<tr>
<th>Designation</th>
<th>Key Location</th>
<th>Orig. Auth. Shoreline(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Blue Heron Pond Rd.</td>
<td>600</td>
</tr>
<tr>
<td>I</td>
<td>Salt Cedar</td>
<td>100</td>
</tr>
<tr>
<td>L</td>
<td>Summer Islands, N.</td>
<td>300</td>
</tr>
<tr>
<td>M</td>
<td>Summer Islands, S.</td>
<td>300</td>
</tr>
<tr>
<td>P</td>
<td>Falcon Point, West</td>
<td>200</td>
</tr>
<tr>
<td>Q</td>
<td>Shell Crk. Lndg., N.</td>
<td>400</td>
</tr>
</tbody>
</table>

**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.

Ordinance 2003-5
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.

[Signature]
Mayor William G. Wert

[Signature]
Pat Wallis, Town Clerk

First Reading: July 8, 2003
Second Reading: August 12, 2003
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

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

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1) Technical or special exception to Table 3A, Exhibit 13.4.
2) Includes Hostel, Lodge, etc. and Group Home, etc.
<table>
<thead>
<tr>
<th>USE CATEGORY</th>
<th>PRINCIPAL USES</th>
<th>ZONING DISTRICTS</th>
<th>Conditional Use Reference</th>
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<tr>
<td>RELIGIOUS, CIVIC, PROFESSIONAL, AND SIMILAR</td>
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<td>ORGANIZATIONS</td>
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<td>Business and Professional Organizations</td>
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<tr>
<td>Private Clubs</td>
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<td>Church, Synagogue, Temple, Religious Assembly</td>
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<td>UTILITIES AND WASTE-RELATED USES</td>
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<tr>
<td>Utility Service, Major</td>
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<td>Electric Substation</td>
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<td>Electrical or Telephone Switching Facilities</td>
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<td>Electricity or Water Maintenance Facilities</td>
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<td>Sewage Pumping Control Stations</td>
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<td>Sewage Sludge Drying Beds</td>
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<tr>
<td>Water Pressure Control Stations</td>
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<td>Hotels or Inns</td>
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<td>Veterinary Services</td>
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<td>FOOD AND BEVERAGE SERVICES</td>
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<td>Diners, Delicatessans, or Full-Service</td>
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<tr>
<td>Restaurant, General, including Cafeterias,</td>
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<td>Diners, Delicatessans, Full-Service</td>
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<tr>
<td>Restaurant, General, including Cafeterias,</td>
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<td>P</td>
</tr>
<tr>
<td>Diners, Delicatessans, Full-Service</td>
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<td>P</td>
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<td>USE CATEGORY</td>
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<td>INFORMATION INDUSTRIES</td>
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<td>Advertising Services (not including advertising signs)</td>
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<td>News Syndicate Services</td>
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<tr>
<td>Radio and Television Broadcasting Studios (only)</td>
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<td>Data Processing Services</td>
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<td>OFFICES</td>
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<td>Real Estate Sales and Services</td>
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<td>Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Secretarial Services or Travel Arrangement or Ticketing Services</td>
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<td>Government Offices</td>
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<td>Legal and other Professional Services, including Accounting, Tax Preparation, Architectural, or Engineering</td>
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<td>Residential, Commercial Construction Offices (No Material Storage)</td>
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<td>OTHER NONRESIDENTIAL DEVELOPMENT</td>
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<td>Communications Towers</td>
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<td>S S</td>
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<td>Convention Center or Visitors Bureaus</td>
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<td>REPAIR AND MAINTENANCE SERVICES</td>
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<td>Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops</td>
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<td>Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes (enclosed area only)</td>
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<td>RETAIL SALES</td>
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<td>Non-store Retailers</td>
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<td>Direct Selling Establishments</td>
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<td>Electronic Shopping or Mail-Order Houses</td>
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<td>Building Materials or Garden Equipment and Supplies Retailers</td>
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<tr>
<td>Hardware Stores</td>
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<td>Home Improvement Centers</td>
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<tr>
<td>Garden Supplies Centers or Nursery and Greenhouse Retail Centers</td>
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<tr>
<td>Paint, Varnish, Glass, or Wallpaper Stores</td>
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<td>Food Sales, Including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops</td>
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<tr>
<td>Liquor, Beer, or Wine Sales</td>
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<td>Retail Sales or Services, General</td>
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<td>Antique Stores</td>
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<tr>
<td>Department Store or Limited Price Variety Stores</td>
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<td>AFL, Hobby, Musical Instrument, Toy, or Related Products Stores</td>
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<tr>
<td>Sporting Goods or Bicycle retail and rental</td>
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<tr>
<td>Book, Stationery, Newspaper, or Magazine retail</td>
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<tr>
<td>Cameras or Photographic Supplies Stores</td>
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### Table 3A: Authorized Uses in Zoning Districts

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Principal Uses</th>
<th>Zoning Districts</th>
<th>Conditional Use Reference</th>
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<tr>
<td><strong>Retail Sales</strong></td>
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<td>R-1</td>
<td>R-2</td>
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<tr>
<td>Clothing, Shoe Goods, Jewelry, Luggage, Leather Goods or Related Product Stores, Florists</td>
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<tr>
<td>Convenience Stores (less than 5000 sq. ft. gross floor area per establishment)</td>
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<tr>
<td>Drug Stores or Pharmacies (less than 5000 sq. ft. gross floor area per establishment)</td>
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<td>Electronics, Appliance, Electrical Supplies, or Related Product Stores</td>
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<tr>
<td>Furniture, Cabinetry, Home Furnishings, or Related Product Stores</td>
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<td>Gift, Novelty and Souvenir Stores</td>
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<td>Optical Goods</td>
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<td>Vehicle Sales (new or used) - Limited to All-electric, Street-Worthy Vehicles including Neighborhood Electric, and Low/Mid/Full Speed Electric Vehicles</td>
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<tr>
<td>Private Postal or Mailing Services</td>
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<td>Tobacco</td>
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<td>Service Stations, Gasoline (with or without convenience stores)</td>
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<td>Consumer Goods Rental Services</td>
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<td>Vehicle Rental or Leasing</td>
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<td>Dry Cleaning or Laundry Pick-up Service Stations</td>
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<td><strong>Retail or Personal Services</strong></td>
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<td>Consumer Convenience Services</td>
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<td>Locksmith</td>
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<tr>
<td>Tailors or Seamstresses</td>
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<td>Hair, Nail, or Skin Care Services, including Barber Shops or Beauty Salons</td>
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<td>Personal Improvement Services, Including Health or Physical Fitness Studios, Reducing Studios, and Spa</td>
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<td>Photographic Services, including one-hour photo finishing</td>
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<td>Other Services</td>
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<td>Building/Dwelling Services</td>
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<td>Non-Retail Laundry, Dry cleaning, Utens Supply</td>
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<td>P</td>
<td></td>
</tr>
<tr>
<td><strong>Warehouse and Storage Facilities</strong></td>
<td></td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Warehouse and Storage Facilities</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td><strong>Vehicle Storage</strong></td>
<td></td>
<td>P</td>
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</tr>
<tr>
<td>Vehicle Storage, Including boat or RV Storage</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Parking (associated with principal use)</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td><strong>Recycling Services</strong></td>
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<tr>
<td>Recycling Collection, Drop-Off</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transportation</strong></td>
<td></td>
<td>P</td>
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</tr>
<tr>
<td>Taxi Stands or Limousine Service</td>
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<td>P</td>
<td></td>
</tr>
<tr>
<td>Bus Passenger Stands</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Helipad</td>
<td>P</td>
<td>P</td>
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</tr>
</tbody>
</table>
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.
<table>
<thead>
<tr>
<th>USE CATEGORY</th>
<th>ACCESSORY USES</th>
<th>ZONING DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R-1</td>
<td>R-2</td>
</tr>
<tr>
<td>Accessory structures</td>
<td>P</td>
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<tr>
<td>Accessory customary home occupations</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory fences, hedges and walls</td>
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<td>P</td>
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<tr>
<td>Accessory residential use</td>
<td>P</td>
<td>P</td>
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<tr>
<td>Accessory guest accommodations, studio, or living quarters for owner, guest, servants or caretaker</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory garage apartment</td>
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<td>P</td>
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<tr>
<td>Accessory attached living quarters for caretaker or owner</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory storage of major recreational equipment</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory garage or carport</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory off-street parking for a principal use permitted in the same district</td>
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<td>P</td>
</tr>
<tr>
<td>Accessory off-street parking for a principal use not permitted in the same district</td>
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<td>P</td>
</tr>
<tr>
<td>Accessory off-street loading facilities</td>
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<td>P</td>
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<tr>
<td>Accessory storage of refuse and waste</td>
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<td>P</td>
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<tr>
<td>Accessory retail sales and personal services</td>
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<td>P</td>
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<tr>
<td>Accessory retail sales of allied products with floor area not exceeding 5,000 sq ft.</td>
<td>P</td>
<td>P</td>
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<tr>
<td>Accessory retail gasoline sales for retail food and convenience stores</td>
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<td>P</td>
</tr>
<tr>
<td>Accessory temporary sales</td>
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<tr>
<td>Accessory sales or promotions of a temporary nature not to exceed 45 days</td>
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<td>Accessory real estate sales office, temporary</td>
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<td>Accessory signs</td>
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<tr>
<td>Accessory construction facilities, temporary</td>
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<tr>
<td>Temporary religious activities</td>
<td>P</td>
<td>P</td>
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<tr>
<td>Accessory swimming pool</td>
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<td>P</td>
</tr>
<tr>
<td>Private docks with 4 or less mooring slips</td>
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<td>P</td>
</tr>
<tr>
<td>Accessory playhouse, child's</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory greenhouse</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory use, n.e.c.</td>
<td>P</td>
<td>P</td>
</tr>
</tbody>
</table>
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.


   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 arboreums 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.

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 residential 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 number of Vested Units on Kiawah Island established after October 12, 2005 exceed 1,154. 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 1,204 units excluding Freshfields Village PO and Cassique. Where existing units are indicated in the previous column, rezoning 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(d), provided however, that by reason of floodplain regulations, and the need for innovative design for viewshed 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 Veiwtrough 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/floor preparation areas, public lobby, meeting rooms, lounge, club administrative/operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sundries and other uses normally associated with beach club operations and or restaurants/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(f). Also.

14. Non-residential uses shall be limited to golf course club uses including golf pro shop, tennis pro shop, locker rooms, restrooms, dining, kitchen/floor 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 course 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 Memberonly 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 (Gull 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 ARB.

22. Maximum density of parcel 50 is 200 dwelling units overall.

23. Maximum non-residential is 400,000 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.

24. 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
Single Family Detached Dwellings
Density: 3.0 D.U./Acre

<table>
<thead>
<tr>
<th>Lot Size (sq. ft.)</th>
<th>Maximum % Coverage</th>
<th>Lot Dimensions</th>
<th>Setback</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Width</td>
<td>Depth</td>
<td>Front</td>
</tr>
<tr>
<td>6,000-7,999</td>
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<td>60</td>
<td>100</td>
<td>25</td>
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<tr>
<td>8,000-11,999</td>
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</tr>
<tr>
<td>12,000 +</td>
<td>33</td>
<td>75</td>
<td>100</td>
<td>25</td>
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</tbody>
</table>

#### R-2 Residential
Attached and Detached Dwellings (no greater than 6 D.U./Building)
Density: 6.0 D.U./Acre and 4.0 D.U./Acre

<table>
<thead>
<tr>
<th>Lot Size (sq. ft.)</th>
<th>Maximum % Coverage</th>
<th>Lot Dimensions</th>
<th>Setback</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Width</td>
<td>Depth</td>
<td>Front</td>
</tr>
<tr>
<td>6,000-7,999</td>
<td>50</td>
<td>65</td>
<td>85</td>
<td>20</td>
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<tr>
<td>8,000-11,999</td>
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<td>100</td>
<td>25</td>
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<tr>
<td>12,000 +</td>
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<td>75</td>
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</tbody>
</table>

#### R-3 Residential
Attached and Detached Dwellings (no greater than 7 D.U./Building)
Density: 12.0 D.U./Acre

<table>
<thead>
<tr>
<th>Lot Size (sq. ft.)</th>
<th>Maximum % Coverage</th>
<th>Lot Dimensions</th>
<th>Setback</th>
<th>Height</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Width</td>
<td>Depth</td>
<td>Front</td>
</tr>
<tr>
<td>2,000-3,999</td>
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<td>4,000-5,999</td>
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<tr>
<td>12,000 +</td>
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</table>

#### CSQ-PD
Single Family Detached Dwellings
Density: 4.0 D.U./Acre

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<th>Lot Size (sq. ft.)</th>
<th>Maximum % Coverage</th>
<th>Lot Dimensions</th>
<th>Setback</th>
<th>Height</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Width</td>
<td>Depth</td>
<td>Front</td>
</tr>
<tr>
<td>6,000-7,999</td>
<td>60</td>
<td>60</td>
<td>65</td>
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<tr>
<td>12,000 +</td>
<td>40</td>
<td>75</td>
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C Commercial (Kiawah Island)
All Uses as Permitted in Exhibit 13.1
F.A.R.: 0.20-0.25

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<thead>
<tr>
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<th>Height</th>
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</table>

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

<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Maximum % Building Coverage</th>
<th>Lot Dimensions</th>
<th>Setback</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>(sq. ft.)</td>
<td></td>
<td>Width</td>
<td>Depth</td>
<td>Front</td>
</tr>
<tr>
<td>4,000</td>
<td>40</td>
<td>50</td>
<td>-</td>
<td>0</td>
</tr>
</tbody>
</table>

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 8 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

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


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.
Exhibit 13.5: Access and Parking Facility Design

<table>
<thead>
<tr>
<th>Parking Pattern</th>
<th>Maneuvering Lane Width (feet)</th>
<th>Parking Space Dimensions (feet)</th>
<th>Total Width of 2 Tiers of Spaces &amp; Maneuvering Lane (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One Way</td>
<td>Two Way</td>
<td>Width</td>
</tr>
<tr>
<td>0 Parallel</td>
<td>11</td>
<td>18</td>
<td>8.5</td>
</tr>
<tr>
<td>30 - 50</td>
<td>12</td>
<td>20</td>
<td>9</td>
</tr>
<tr>
<td>54 - 74</td>
<td>13</td>
<td>22</td>
<td>9</td>
</tr>
<tr>
<td>75 - 90</td>
<td>15</td>
<td>24</td>
<td>9.5</td>
</tr>
</tbody>
</table>

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.
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.
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
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.
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.
Albertus

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
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.
Kiawah Island Cottages
Kiawah’s Master Land Use Plan, li' for more detailed planning. Its me lish circulation routes, to protec’

Kiawah Island Inn
A system of signs was designed with was selected to be routed and sandl' 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.
D. AMENITIES UNIT

C. SUB-IDENTITY UNIT

TYPICAL MOUNTING DETAIL

1/4" CAP ANGLE

Nuts and bolts as required by the site conditions.
ELEVATION

TYPICAL CONFIGURATION

SITEING CONFIGURATIONS

INFORMATION KIOSK
FINISH SCHEDULE

<table>
<thead>
<tr>
<th>UNIT</th>
<th>LOCATION</th>
<th>CORR</th>
<th>BLIND</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL ESTATE</td>
<td>UP 64</td>
<td>CORR 78</td>
<td>52ND 59</td>
</tr>
<tr>
<td>MARKETING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP SALES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXECUTIVE OFFICE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALL PARTS TO BE FLAT TUL.

1. ALL EMT TO BE CENTERED
2. CORR.
3. NOTE LETTER SPACING

FINANCIAL ISLAND
Real Estate Sales
Information

FRONT ELEV.
SIDE ELEV.
UNIT #1

FINANCIAL ISLAND
Group Sales
Executive Office
Marketing

UNIT #2
UNIT #3
UNIT #4
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,

for: The Kiawah Island Architectural Review Board
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.

INTENT OF 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.
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.

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.

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.
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.

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.
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. Garages 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.

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.

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.

**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.

**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.

**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.

**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:

<table>
<thead>
<tr>
<th>Patio Homes I</th>
<th>Patent Homes II</th>
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</thead>
<tbody>
<tr>
<td>Zero Lot Line 3’ Setback to Patio Wall</td>
<td>Zero Lot Line 3’ Setback to Patio Wall</td>
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<tr>
<td>Adjoining Zero Lot Line 7’ Easement</td>
<td>Adjoining Zero Lot Line 12’ Easement</td>
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<tr>
<td>Front 20’ Easement</td>
<td>Front 25’ Easement</td>
</tr>
<tr>
<td>Wooded Area 10’ Easement (rear)</td>
<td>Wooded Area 15’ Easement (rear)</td>
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<tr>
<td>Golf Course 30’ Easement (rear)</td>
<td>Golf Course 30’ Easement (rear)</td>
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<tr>
<td>Lagoon 30’ Easement (rear)</td>
<td>Lagoon 30’ Easement (rear)</td>
</tr>
<tr>
<td>Marsh 30’ Easement (rear)</td>
<td>Marsh 30’ Easement (rear)</td>
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</table>

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.

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.

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.

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.
**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.

**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.

**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.

**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.

**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.

**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.

**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.
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 statuaries 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.

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.
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.

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.

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.

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.
**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.

**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.

**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.

**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.
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.
**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.

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

**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.

**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.

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

**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.
**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.

**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:

1. 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.
2. Install tree protection prior to clearing the site. Any clearing between the setbacks and the property line requires on-site approval.
3. Obtain Kiawah Island Building Permit from ARB.
5. 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).
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 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):

1. Submit a completed Construction Application
2. Submit a KICA Encroachment Permit or Waiver
3. Submit the review fee and construction deposit.
4. Provide a Kiawah Island Business License Waiver if appropriate
5. 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

CONSTRUCTION GUIDELINES
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.
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
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 (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).

d. 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.

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.
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 Construction Application 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**

<table>
<thead>
<tr>
<th>Color Name/Number</th>
<th>Manufacturer</th>
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</table>

List brick and mortar information if applicable.

**SIDING MATERIAL**

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<th>Color Name/Number</th>
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**TRIM MATERIAL**

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<th>Color Name/Number</th>
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**WINDOWS**

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<tr>
<th>Color Name/Number</th>
<th>Manufacturer</th>
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**GARAGE DOOR**

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<th>Color Name/Number</th>
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**GARAGE DOOR TRIM**

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<th>Color Name/Number</th>
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**FRONT DOOR**

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<th>Color Name/Number</th>
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**ROOFING MATERIAL**

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**SHUTTERS**

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**LOUVERS / LATTICE**

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**DECKING / STAIRS**

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<th>Color Name/Number</th>
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**ARB ACTION**

- [ ] Approved
- [ ] Disapproved
### Address of Project

<table>
<thead>
<tr>
<th>Owner</th>
<th>Architect</th>
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<table>
<thead>
<tr>
<th>Landscape Architect</th>
<th>Contractor</th>
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### SETBACKS & RESTRICTIONS

<table>
<thead>
<tr>
<th>Front</th>
<th>Sides</th>
<th>Back</th>
<th>Height Restriction</th>
<th>Max Lot Coverage %</th>
<th>Min. Allowable</th>
<th>Max. Allowable</th>
<th>Building Footprint</th>
<th>1st Floor Heated Sq. Ft.</th>
<th>2nd Floor Heated Sq. Ft.</th>
<th>3rd Floor (1/2 max)</th>
<th>Total Heated Sq. Ft.</th>
<th>Rooms</th>
</tr>
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<tbody>
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</table>

### IMPERVIOUS LOT COVERAGE

<table>
<thead>
<tr>
<th>Front Door</th>
<th>sq. ft. High Ground</th>
<th>Number of Bedrooms</th>
<th>Number of Bathrooms</th>
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### BUILDING SQUARE FOOTAGE

<table>
<thead>
<tr>
<th>EXTERIOR MATERIALS</th>
<th>SPECIAL CONDITIONS/VARIANCE REQUEST</th>
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<tbody>
<tr>
<td>Foundation</td>
<td></td>
</tr>
<tr>
<td>Walls</td>
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<tr>
<td>Trim</td>
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<td>Roofing</td>
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<td>Windows/Doors</td>
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<td>Garage</td>
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<tr>
<td>Paved Areas</td>
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</tbody>
</table>

Tree Removal

Mitigation Required

### ARB ACTION

- [ ] Approved
- [ ] Disapproved

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

AGREEMENT

I, ________________________________, as property owner, and ________________________________, 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 ________________________________, Property Owner, and ________________________________, Contractor.

Application approved this __________ day of __________________________, 20__, by ________________________________, Architectural Review Board.
<table>
<thead>
<tr>
<th><strong>Address of Project</strong></th>
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<tbody>
<tr>
<td><strong>Owner</strong></td>
<td><strong>Architect</strong></td>
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<td><strong>Contractor</strong></td>
<td><strong>Landscape Architect</strong></td>
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**PROPOSED CHANGE**

________________________________________________________________________

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**REASON FOR CHANGE**

________________________________________________________________________

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**ARB COMMENTS**

________________________________________________________________________

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________________________________________________________________________

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 _______________
DESTRUCTION 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

DESTRUCTION CONTRACTOR INFORMATION

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

DESTRUCTION LOCATION

Address ____________________________ Owner ____________________________

AGREEMENT:

I, __________________________________________, as property owner and

(Please Print Name)

I, __________________________________________, as destruction contractor for the above described
destruction 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 specifica-
   tions
   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)
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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)**  
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**Landscape Architect**  
| Address: | Address: |
| Address: | Address: |
| Zip: | Zip: |
| Telephone: | Telephone: |
| Fax: | Fax: |
| Email: | Email: |

**Contractor**

| Address: | Address: |
| Address: | Address: |
| Zip: | Zip: |
| Telephone: | Telephone: |
| Fax: | Fax: |
| Email: | Email: |

## Setbacks & Restrictions

<table>
<thead>
<tr>
<th>Front</th>
<th>Building Footprint</th>
<th>1st Floor Heated Sq. Ft.</th>
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<tbody>
<tr>
<td>Sides</td>
<td>Open/Covered Decks</td>
<td>2nd Floor Heated Sq. Ft.</td>
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<tr>
<td>Back</td>
<td>Stairs, Drives, Walks</td>
<td>3rd Floor (1/2 max)</td>
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**Height Restriction**

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<th>Raised Planters</th>
<th>Total Heated Sq. Ft.</th>
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**Max Lot Coverage %**

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<th>Pool &amp; Decking</th>
<th>Garage</th>
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**Min. Allowable**

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<th>HVAC Stands</th>
<th>Other</th>
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**Max. Allowable**

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<th>TOTAL</th>
<th>Rooms</th>
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**Max. 1st Floor**

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<th>Sq. Ft. High Ground</th>
<th>Number of Bedrooms</th>
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<tbody>
<tr>
<td>Lot Coverage</td>
<td>Number of Bathrooms</td>
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## Exterior Materials

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<td>Color</td>
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<tr>
<td>Trim</td>
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<td>Color</td>
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<td>Roofing</td>
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<td>Color</td>
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<td>Windows</td>
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<td>Doors</td>
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<td>Garage</td>
<td>Mfg.</td>
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<tr>
<td>Front Door</td>
<td>Mfg.</td>
<td>Color</td>
</tr>
<tr>
<td>Paved Areas (Material and Color)</td>
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</tbody>
</table>

**ARB Action**

- [ ] Approved
- [ ] Disapproved

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

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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 ______________________

**Type of Improvement**

**BUILDING SQUARE FOOTAGE RESTRICTIONS**

<table>
<thead>
<tr>
<th>Floor Type</th>
<th>Proposed Heated Sq. Ft.</th>
<th>Building Footprint</th>
<th>Front Setbacks</th>
<th>Side Setbacks</th>
<th>Rear Setbacks</th>
<th>Height Restriction</th>
<th>Max Lot Coverage %</th>
</tr>
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<tbody>
<tr>
<td>1st Floor Heated Sq. Ft.</td>
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<td>2nd Floor Heated Sq. Ft.</td>
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<tr>
<td>3rd Floor (1/2 max)</td>
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<td>Heated Sq. Ft.</td>
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<tr>
<td>Screened/Covered</td>
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**PROPOSED IMPERVIOUS LOT COVERAGE**

<table>
<thead>
<tr>
<th>Exterior Feature</th>
<th>Proposed</th>
<th>Existing</th>
<th>EXTERIOR MATERIAL DESCRIPTION</th>
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<tbody>
<tr>
<td>Open Decks</td>
<td></td>
<td></td>
<td>Foundation</td>
</tr>
<tr>
<td>Stairs/Walkways</td>
<td></td>
<td></td>
<td>Walls</td>
</tr>
<tr>
<td>Driveway</td>
<td></td>
<td></td>
<td>Trim</td>
</tr>
<tr>
<td>Raised Planters</td>
<td></td>
<td></td>
<td>Windows/Doors</td>
</tr>
<tr>
<td>Garage/Carport</td>
<td></td>
<td></td>
<td>Roofing</td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td></td>
<td></td>
<td>Garage Doors</td>
</tr>
<tr>
<td>Number of Baths</td>
<td></td>
<td></td>
<td>Paved Areas</td>
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**SETBACKS & RESTRICTIONS**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Min. Allowable</th>
<th>Max. Allowable</th>
<th>Max 1st Floor</th>
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<tbody>
<tr>
<td>HVAC Stands</td>
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</tr>
<tr>
<td>TOTAL Sq. Ft. High Ground</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Lot Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.
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)
## Address of Project

**Owner**

**Contractor**

**Architect**

**Inspected by** ____________________________  **Date** ____________________________

### As Built Survey with Roof Ridge Height Setbacks and Lot Coverage Percentage

- [ ] Yes  
- [x] No

### Community Association Approval

- [ ] Yes  
- [x] No

### Landscape Certification

- [ ] Yes  
- [x] No

### Photographs of All Four Sides of Completed House

- [ ] Yes  
- [x] No

### Completed Onsite Final Color Review Form

- [ ] Yes  
- [x] No

### YES  NO

#### I. General

<table>
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<tr>
<th></th>
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<tr>
<td>[ ] Dumpster Removed</td>
<td>____________________________</td>
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<tr>
<td>[ ] Debris Removed</td>
<td>____________________________</td>
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<tr>
<td>[ ] Light Pole Removed</td>
<td>____________________________</td>
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<tr>
<td>[ ] Mailbox Installed/Stained (bolt included)</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Numbers Routed Correctly</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Driveway/Street Joint</td>
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#### II. Landscaping

<table>
<thead>
<tr>
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<th>COMMENTS</th>
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<tbody>
<tr>
<td>[ ] Adequate Mulching</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Screening</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Half Height Foundation Plantings</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Driveway and Parking</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Street-front: Sodded/Regraded</td>
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<tr>
<td>[ ] Lagoon Edges</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Golf Course Edges</td>
<td>____________________________</td>
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<tr>
<td>[ ] Dune Edges</td>
<td>____________________________</td>
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<tr>
<td>[ ] Special Conditions</td>
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#### III. House

<table>
<thead>
<tr>
<th></th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Approved Final Color Form</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Foundation Enclosure Complete</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Trim Appropriately Finished</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Meter Box/Conduit Painted</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Exposed Flashing Painted</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Roof Vents Painted</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] Chimney Hood Painted</td>
<td>____________________________</td>
</tr>
<tr>
<td>[ ] HVAC Unit Adequately Screened</td>
<td>____________________________</td>
</tr>
</tbody>
</table>
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.
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**

Front ____________________________  Impervious Lot Coverage ____________________________  Building Square Footage ____________________________

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

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

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

Raised Planters ____________________________  Total Heated Sq. Ft. ____________________________

Max Lot Coverage % ____________________________  Pool & Decking ____________________________  Garage ____________________________

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) ____________________________________________

**Fee Calculations**

Heated Sq. Ft.: ____________________________

Screened/Covered: + ____________________________

Subtotal: ____________________________

**ARB Fee:** ____________________________

**CHECKLIST**

☐ Preliminary Stake Out
☐ Dimensioned Site Plan
☐ Floor Plans
☐ Elevations
☐ Building/Site Selection
☐ Grading/Drainage Plan
☐ Review Fee

**ARB ACTION**  ☐ Approved  ☐ Disapproved

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

**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 Criteria Used**

<table>
<thead>
<tr>
<th>1st Floor Heated Sq. Ft.</th>
<th>2nd Floor Heated Sq. Ft.</th>
<th>3rd Floor (1/2 max)</th>
<th>Ancillary Heated Sq. Ft.</th>
<th>Other</th>
<th>Total Heated Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Footprint</td>
<td>Open/Covered Decks</td>
<td>Stairs, Drives, Walks</td>
<td>Raised Planters</td>
<td>Pool and Decking</td>
<td>HVAC</td>
</tr>
<tr>
<td>Total Heated Sq. Ft.</td>
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</table>

**Building Square Footage**

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<thead>
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<th>2nd Floor Heated Sq. Ft.</th>
<th>3rd Floor (1/2 max)</th>
<th>Ancillary Heated Sq. Ft.</th>
<th>Other</th>
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</tr>
</thead>
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<tr>
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</tr>
<tr>
<td>Total Heated Sq. Ft.</td>
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<td></td>
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</tr>
</tbody>
</table>

**Impervious Lot Coverage**

<table>
<thead>
<tr>
<th>Sq. Ft. High Ground</th>
<th>Lot Coverage</th>
</tr>
</thead>
</table>

**ARB Action**  
- [ ] Approved  
- [ ] Disapproved  

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

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)
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 # ____________
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 of 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. 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 ¼” 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 ¼” scale containing all information necessary for construction.
7. **ELEVATIONS:** Drawn at ¼” 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 ¼” scale as necessary for clarification or construction.

9. **ELECTRICAL AND MECHANICAL PLANS:** Plans submitted at ¼” 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

Address of Project_______________________________________________________________________________

Owner ______________________________________________  Architect______________________________________
Address _____________________________________________  Address ________________________________________
____________________________________________________________________________________________________
Phone ____________________ Fax ______________________  Phone ________ Fax ______________________________

Contractor __________________________________________  Landscape Architect___ ________________________
Address _____________________________________________  Address ________________________________________
____________________________________________________________________________________________________
Phone ____________________ Fax ______________________  Phone_________________Fax _____________________

SETBACKS AND RESTRICTIONS
Front______________________________________ Building Footprint, Porches___________________
Sides______________________________________ Open/Covered Decks, Stairs ______________
Rear_______________________________________ Drives, Walks, Patios_________________________
Height Maximum_____________________________ Raised Planters, Pools, Fountains ______________
Lot High Ground____________________________

Percent of Coverage

LOT COVERAGE CALCULATION

BUILDING DATA
Ground Floor Square Footage___________________ Foundation_______________________________
First Floor Square Footage_______________________ Walls ____________________________________
Second Floor Square Footage____________________ Trim______________________________________
Total Square Footage __________________________ Roof _____________________________________

Windows__________________________________
Doors_____________________________________
Paving___________________________________

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

Address of Project__________________________________________________________________________________________

Owner ___________________________________________ Architect_________________________________________

Address ___________________________________________ Address ___________________________________________

Phone ____________________ Fax ______________________ Phone ______________ Fax ______________________

Contractor __________________________________________ Landscape Architect_____________________________

Address ___________________________________________ Address ___________________________________________

Phone ____________________ Fax ______________________ Phone __________________ Fax __________________

SETBACKS AND RESTRICTIONS

Front______________________________________ Building Footprint, Porches___________________
Sides______________________________________ Open/Covered Decks, Stairs __________________
Rear_______________________________________ Drives, Walks, Patios_________________________
Height Maximum_____________________________ Raised Planters, Pools, Fountains ______________
Lot High Ground____________________________ Percent of Coverage__________________________

BUILDING DATA

Ground Floor Square Footage___________________ Foundation_______________________________
First Floor Square Footage_______________________ Walls_____________________________________
Second Floor Square Footage____________________ Trim______________________________________
Total Square Footage __________________________ 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

Address of Project

Owner __________________________________________ Architect ________________________________
Address __________________________________________ Address _______________________________

Phone ____________________ Fax ______________________ Phone ________ Fax _______________________

Contractor __________________________________________ Landscape Architect_____________________
Address __________________________________________ Address _______________________________

Phone ____________________ Fax ______________________ Phone ___________________ Fax _____________________

SETBACKS AND RESTRICTIONS

Front______________________________________ Building Footprint, Porches___________________
Sides______________________________________ Open/Covered Decks, Stairs __________________
Rear_______________________________________ Drives, Walks, Patios_________________________
Height Maximum_____________________________ Raised Planters, Pools, Fountains ______________

LOT COVERAGE CALCULATION

Lot High Ground____________________________ Percent of Coverage________________________

BUILDING DATA

Ground Floor Square Footage___________________ Foundation_______________________________
First Floor Square Footage_______________________ Walls____________________________________
Second Floor Square Footage____________________ Trim____________________________________
Total Square Footage _________________________ Roof____________________________________

EXTERIOR MATERIALS

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:    Mail to:     Email to:

FARM c/o Freshfields Village  FARM c/o Freshfields Village  FARM@kiawah.com
Freshfields Village Management Office  130 Gardeners Circle, Suite 125
149 Village Green Lane   Johns Island, SC 29455   843-768-6491
Johns Island, SC 29455   843-768-6491
Improvement Review Form

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______________________________________ Building Footprint, Porches___________________
Sides______________________________________ Open/Covered Decks, Stairs __________________
Rear_______________________________________ Drives, Walks, Patios_________________________
Height Maximum_____________________________ Raised Planters, Pools, Fountains ______________

LOT COVERAGE CALCULATION
Lot High Ground____________________________
Percent of Coverage________________________

BUILDING DATA
Ground Floor Square Footage___________________ Foundation_______________________________
First Floor Square Footage_______________________ Walls ____________________________________
Second Floor Square Footage____________________ Trim______________________________________
Total Square Footage __________________________ Roof _____________________________________

EXTERIOR MATERIALS
Windows__________________________________
Doors____________________________________
Paving____________________________________

FARM ACTION
☐ Approved _________________________________ ☐ Disapproved ☐

Deliver to:    Mail to:     Email to:
FARM c/o Freshfields Village  FARM c/o Freshfields Village  FARM@kiawah.com
Freshfields Village Management Office  130 Gardeners Circle, Suite 125 149 Village Green Lane 130 Gardeners Circle, Suite 125
Johns Island, SC 29455  Johns Island, SC 29455  Johns Island, SC 29455
843-768-6491  843-768-6491  843-768-6491
Design Change Request

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 ☐ ______________________________________________________________

Deliver to:  Mail to:  Email to:
FARM c/o Freshfields Village  FARM c/o Freshfields Village  FARM@kiawah.com
Freshfields Village Management Office  130 Gardeners Circle, Suite 125
149 Village Green Lane  Johns Island, SC 29455  Johns Island, SC 29455
Johns Island, SC 29455  843-768-6491  843-768-6491
Vegetation Removal Request

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.

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
# Color Review Form

**Address of Project**:____________________________________________________________

**Owner**:____________________________________________________________

**Address**:____________________________________________________________

**Telephone** ________________ **Fax** ________________ **Telephone** ________________ **Fax** ________________

**FOUNDATION MATERIAL**

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**SIDING MATERIAL**

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**TRIM MATERIAL**

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**WINDOWS**

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**DOORS**

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**ROOFING MATERIAL**

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**SHUTTERS**

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**LOUVERS / LATTICE**

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**DECKING / STAIRS**

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**FARM ACTION**

- [ ] Approved
- [x] 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 Inspection Request

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 ☐ ______________________________

Deliver to:  Mail to:  Email to:
FARM c/o Freshfields Village  FARM c/o Freshfields Village  FARM@c/o Freshfields Village Management Office
Freshfields Village Management Office 130 Gardeners Circle, Suite 125
149 Village Green Lane  Johns Island, SC 29455 843-768-6491
Johns Island, SC 29455 843-768-6491
Signage Form

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:
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
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 ☐

Deliver to:  Mail to:  Email to:
FARM c/o Freshfields Village  FARM c/o Freshfields Village  FARM@kiawah.com
Freshfields Village Management Office  130 Gardeners Circle, Suite 125  Johns Island, SC 29455
149 Village Green Lane  843-768-6491
Johns Island, SC 29455  843-768-6495
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,

[Signature]

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 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.
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 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.

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.

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.
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.

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 louveres, 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.

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 porches.
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.

**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.

**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.

**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.

**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 statuaries 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.
**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.

**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.

**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.

**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.
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.
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.

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.

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:

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 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.
**Building Sections:** Drawn at 1/4" scale as necessary for clarification or construction.

**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.

**Details:** Submit details including, but not limited to the following:
- Typical wall section.
- Exterior trim.
- Window and door details.
- Exterior walls, fences, or screens.
- Railings and/or seating.
- Screen porch section.

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

**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.
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.
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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<td>Variances</td>
<td>10, 27, 28, 30</td>
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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**

**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 _______________________

DATE _______ CASE FILE ________
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
Front __________________________ Building Footprint __________
Sides __________________________ Open/Covered Decks ________
Back __________________________ Stairs, Drives, Walks _________

Height Restriction ____________ Raised Planters _____________
Max Lot Coverage % __________ Pool & Decking _____________
Min. Allowable ______________ HVAC Stands _________________
Max. Allowable ______________ TOTAL ________________
Max. 1st Floor ________________ Sq. Ft. High Ground __________

EXTERIOR MATERIALS
Foundation _____________________
Walls __________________________
Trim __________________________
Roofing ________________________
Windows/Doors _________________
Garage _________________________
Paved Areas ____________________
Front Door ______________________

SPECIAL CONDITIONS/VARIANCE REQUEST
Tree Removal ___________________
Mitigation Required ______________

ARB ACTION  □ Approved □ Disapproved

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

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 __________________________________________________________
Address _______________________________________________________
____________________________________ Zip ____________
Phone ______________ Fax ______________
Email ________________________________

Architect _______________________________________________________
Address _______________________________________________________
____________________________________ Zip ____________
Phone ______________ Fax ______________
Email ________________________________

Contractor _____________________________________________________
Address _______________________________________________________
____________________________________ Zip ____________
Phone ______________ Fax ______________
Email ________________________________

Landscape Architect _____________________________________________
Address _______________________________________________________
____________________________________ Zip ____________
Phone ______________ Fax ______________
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
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
### Address of Project

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<th>Architect</th>
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<tbody>
<tr>
<td>Address</td>
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### SETBACKS & RESTRICTIONS

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<th>Front</th>
<th>Building Footprint</th>
<th>1st Floor Heated Sq. Ft.</th>
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<tbody>
<tr>
<td>Sides</td>
<td>Open/Covered Decks</td>
<td>2nd Floor Heated Sq. Ft.</td>
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<tr>
<td>Back</td>
<td>Stairs, Drives, Walks</td>
<td>3rd Floor (1/2 max)</td>
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<tr>
<td>Height Restriction</td>
<td>Raised Planters</td>
<td>Total Heated Sq. Ft.</td>
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<tr>
<td>Max Lot Coverage %</td>
<td>Pool &amp; Decking</td>
<td>Garage</td>
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<td>Min. Allowable</td>
<td>HVAC Stands</td>
<td>Other</td>
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<td>Max. Allowable</td>
<td>TOTAL Rooms</td>
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<td>Max. 1st Floor Sq. Ft. High Ground</td>
<td>Number of Bedrooms</td>
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<tr>
<td>Lot Coverage</td>
<td>Number of Bathrooms</td>
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### IMPERVIOUS LOT COVERAGE

### BUILDING SQUARE FOOTAGE

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<td>Trim</td>
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<td>Roofing</td>
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<tr>
<td>Windows</td>
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<tr>
<td>Doors</td>
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<tr>
<td>Garage</td>
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<tr>
<td>Front Door</td>
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<tr>
<td>Paved Areas (Material and Color)</td>
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</table>

**ARB ACTION**

- [ ] Approved
- [ ] Disapproved

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

<table>
<thead>
<tr>
<th>Owner</th>
<th>Architect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Optional Zip</td>
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### Type of Improvement

<table>
<thead>
<tr>
<th>Building Square Footage Restrictions</th>
<th>Proposed Impervious Lot Coverage</th>
<th>Setbacks &amp; Restrictions</th>
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<tbody>
<tr>
<td>1st Floor Heated Sq. Ft.</td>
<td>Building Footprint</td>
<td>Front Setbacks</td>
</tr>
<tr>
<td>2nd Floor Heated Sq. Ft.</td>
<td>Open/Covered Decks</td>
<td>Side Setbacks</td>
</tr>
<tr>
<td>3rd Floor (1/2 max)</td>
<td>Stairs, Drives, Walks</td>
<td>Rear Setbacks</td>
</tr>
<tr>
<td>Heated Sq. Ft.</td>
<td>Raised Planters</td>
<td>Height Restriction</td>
</tr>
<tr>
<td>Screened/Covered</td>
<td>Pool/Decking</td>
<td>Max Lot Coverage %</td>
</tr>
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<td>HVAC Stands</td>
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<td>TOTAL</td>
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<td>Max. Allowable</td>
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<tr>
<td>Sq. Ft. High Ground</td>
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<td>Max 1st Floor</td>
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<tr>
<td>Lot Coverage</td>
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### Exterior Material Description

<table>
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<tr>
<th>Square Footages</th>
<th>Existing</th>
<th>Proposed</th>
<th>Exterior Material Description</th>
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<tr>
<td>Open Decks</td>
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<td>Foundation</td>
</tr>
<tr>
<td>Stairs/Walkways</td>
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</tr>
<tr>
<td>Driveway</td>
<td></td>
<td></td>
<td>Trim</td>
</tr>
<tr>
<td>Raised Planters</td>
<td></td>
<td></td>
<td>Windows/Doors</td>
</tr>
<tr>
<td>Garage/Carport</td>
<td></td>
<td></td>
<td>Roofing</td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td></td>
<td></td>
<td>Garage Doors</td>
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<tr>
<td>Number of Baths</td>
<td></td>
<td></td>
<td>Paved Areas</td>
</tr>
</tbody>
</table>

**ARB ACTION**

- [ ] Approved
- [ ] Disapproved

**CHECKLIST**

- [X] Letter of Intent
- [X] Floor Plans
- [X] Color Samples
- [X] Landscape Plan
- [X] Site Plan
- [X] Elevations
- [X] Building/Site Section
- [X] Review Fee Paid
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

**Address of Project**

**Owner**

**Contractor**

**Architect**

<table>
<thead>
<tr>
<th>Inspected by</th>
<th>Date</th>
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<tbody>
<tr>
<td>As Built Survey with Roof Ridge Height Setbacks and Lot Coverage Percentage</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Community Association Approval</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Landscape Certification</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Photographs of All Four Sides of Completed House</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Completed Onsite Final Color Review Form</td>
<td>□ Yes □ No</td>
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**YES**  **NO**

## I. General

<table>
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<tr>
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<tr>
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<td>Toilet Removed</td>
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<td>Debris Removed</td>
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<td>Light Pole Removed</td>
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<td>Mailbox Installed/Stained (bolt included)</td>
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<tr>
<td>□</td>
<td>□</td>
<td>Numbers Routed Correctly</td>
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<td>□</td>
<td>□</td>
<td>Driveway/Street Joint</td>
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## II. Landscaping

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<td>Adequate Mulching</td>
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<td>Half Height Foundation Plantings</td>
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<td>Street-front: Sodded/Regraded</td>
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<td>Lagoon Edges</td>
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<td>Golf Course Edges</td>
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## III. House

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<td>□</td>
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<td>Chimney Hood Painted</td>
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<td>□</td>
<td>□</td>
<td>HVAC Unit Adequately Screened</td>
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</table>
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)
Mailing Address: 130 Gardeners Circle, Suite 123 • Johns Island, SC 29455 • arb@kiawahisland.com • www.kiawaharb.com

**Address of Project**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Architect</th>
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**Landscape Architect**

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<tr>
<th>Contractor</th>
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**Setbacks & Restrictions**

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<th>Impervious Lot Coverage</th>
<th>Building Square Footage</th>
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<td>Front</td>
<td>Building Footprint</td>
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<tr>
<td>Sides</td>
<td>Open/Covered Decks</td>
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<td>Back</td>
<td>Stairs, Drives, Walks</td>
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<tr>
<td>Height Restriction</td>
<td>Raised Planters</td>
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<tr>
<td>Max Lot Coverage %</td>
<td>Pool &amp; Decking</td>
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<td>HVAC Stands</td>
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<td>Max. Allowable</td>
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**Lot Coverage**

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<tr>
<th>Max. 1st Floor Sq. Ft. High Ground</th>
<th>Number of Bedrooms</th>
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**Exterior Materials**

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<th>Foundation</th>
<th>Mfg.</th>
<th>Color</th>
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<tbody>
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<td>Color</td>
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<tr>
<td>Trim</td>
<td>Mfg.</td>
<td>Color</td>
</tr>
<tr>
<td>Roofing</td>
<td>Mfg.</td>
<td>Color</td>
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<tr>
<td>Windows</td>
<td>Mfg.</td>
<td>Color</td>
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<tr>
<td>Doors</td>
<td>Mfg.</td>
<td>Color</td>
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<td>Garage</td>
<td>Mfg.</td>
<td>Color</td>
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<td>Front Door</td>
<td>Mfg.</td>
<td>Color</td>
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<td>Paved Areas (Material and Color)</td>
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**Fee Calculations**

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<th>Calculations</th>
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<td>Subtotal</td>
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**ARB Fee:**

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<tr>
<td>Preliminary Stake Out</td>
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<tr>
<td>Dimensioned Site Plan</td>
</tr>
<tr>
<td>Floor Plans</td>
</tr>
<tr>
<td>Elevations</td>
</tr>
<tr>
<td>Building/Site Selection</td>
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<tr>
<td>Grading/Drainage Plan</td>
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<td>Review Fee</td>
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**ARB ACTION**

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<th>Disapproved</th>
</tr>
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*Please complete all Owner, Architect, Landscape Architect, and Contractor information to ensure accurate correspondence.*
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.
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

Address of Project ____________________________

Owner ____________________________ Certified Arborist ____________________________

Address ____________________________ Address ____________________________

_________________________ Zip ________________ ___________________________ Zip ________________

Telephone _______________ Fax _______________ Telephone _______________ Fax _______________

Email ____________________________ Email ____________________________

Please Check One: □ Lot Clearing □ Pruning □ Tree Removal

Landscape Contractor: ____________________________

Address: ____________________________

_________________________ 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 ______________________________________
Address ______________________________________ Address ______________________________________
Address ______________________________________ Address ______________________________________
Tel: ___________________________ Fax: ___________________________ Tel: ___________________________ Fax: ___________________________
Email ______________________________________ Email ______________________________________

Landscape Architect ______________________________________ Contractor ______________________________________
Address ______________________________________ Address ______________________________________
Address ______________________________________ Address ______________________________________
Address ______________________________________ Address ______________________________________
Tel: ___________________________ Fax: ___________________________ Tel: ___________________________ Fax: ___________________________
Email ______________________________________ Email ______________________________________

RESTRICTIONS

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

VARIANCE REQUEST

BUILDING SQUARE FOOTAGE

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 ___________________________

IMPERVIOUS LOT COVERAGE

Sq. Ft. High Ground _______
Lot Coverage _______

ARB ACTION □ Approved ____________ □ Disapproved ____________

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

<table>
<thead>
<tr>
<th>Highland Lot Size (SF) (2)</th>
<th>Maximum Dwelling Unit Size (Heated SF) (1)</th>
<th>Maximum Lot Coverage (7)</th>
<th>Lot Depth in Feet</th>
<th>Lot Width in Feet (3) (4)</th>
<th>Minimum Setbacks (Feet) (5) (6)</th>
<th>Maximum Height in Stories/Feet</th>
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<td>&lt;6,000</td>
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<td>000-19,999</td>
<td>5,500</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>20,000-29,999</td>
<td>6,500</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>30,000-39,999</td>
<td>7,500</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>40,000-49,999</td>
<td>8,500</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>&gt;60,000*</td>
<td>10,000</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>Beachfront</td>
<td>12,000</td>
<td>33%</td>
<td>100</td>
<td>100</td>
<td>30</td>
<td>20</td>
</tr>
</tbody>
</table>

*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.
KIWAIH 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.

[Signatures and dates]

SCALE: 1" = 100'
SALTHOUSE LANE

Buildable Area
Limited Buildable Area
15' Backway Location
To Be Sealed Off Drawing

Scale: 1" = 100'
Revised: March 9, 1999
KIAWAH ISLAND CLUB DRIVE
AND SALTHOUSE LANE

[Map with annotations and symbols]

Scale: 1" = 100'
Revised: March 9, 1999
BLUE HERON POND ROAD

BUILDABLE AREA

PREVENTION ZONE
- This area will remain natural, undisturbed and free from any development including driveways and sidewalks unless specifically approved by the A.R.B.
- Lots 1, 4 and 16 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.E.

SELECTIVE CLEARING ZONE
- This zone is generally between the designated setback lines and either the property line of the lot or the O.I.E.C. - O.C.R.A. 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.E. 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 utilities 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 at the lot or the D.E.C./N.C.R.L. office 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 cleared line shall be accomplished only after on-site A.R.B. approval.

Scale: 1” = 100’
REvised: April 3, 2000
BLUE HERON POND ROAD

PRESERVATION ZONE
* This area shall remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
* Lot 51 and 52 will have a 30' wide driveway access that can penetrate the Preservation Zone.

SELECTIVE CLEARING ZONE
* This zone is generally between the designated setback lines and/or the property line at the lot or 50' D.R.E.C.-O.C.R.U.M. Critical Line.
* All vegetation in this zone shall be preserved until the house is completely framed.
* Removal or alteration of vegetation between the house (or other structures) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale: 1" = 100'
REVISED: March 15, 2000
BLUE HERON POND ROAD

BUILDABLE AREA

PRESCRIPTION ZONE
* This area will remain natural, undeveloped and free from any development including
  driveways and 110' utility corridors approved by the A.A.R.B.
  Lot 65 will have a 30' 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.R.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
  cleared line shall be accomplished only after on-site A.A.R.B. approval.

Scale: 1" = 100'
REvised: March 20, 2002
BLUE HERON POND ROAD

BUILDABLE AREA

PRE SeverZATION ZONE
- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the Architectural Review Board (ARB).
- Lots 60, 69, 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 DEEC/GCIHA 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 driveway and fill unless specifically approved by the A.A.B.
- Lot 75 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 lines 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.A.B. approval.

Scale: 1" = 100'
REVISED: March 20, 2002
BLUE HERON POND ROAD

BUILDABLE AREA

LIMITED BUILDABLE AREA (Limiting to 2000 SF and a Maximum of 11/2 Stories)

PRESERVATION ZONE
This area will remain natural, undisturbed and free from any development including driveways and TI unless specifically approved by the A.R.B.
* Lots 79, 80, and 83 will have a 20' wide driveway access that can penetrate the Preservation Zone.

SELECTIVE CLEARING ZONE
* This area is generally between the designated setback lines and either the property line of the lot or the O.I.S.C.O.C.R.M. Critical Line.
* All vegetation in this zone shall be preserved until the home is completely fenced.
* Removal or alteration of vegetation between the home (or other structures) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale: 1" = 100'
REVISED: March 28, 2002
BLUE HERON POND ROAD

BUILDABLE AREA

PRESTATION 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 along the occupancy line of the Lot or the D.M.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" = 00'
REvised: October 24, 1996
BLUE HERON POND ROAD

KIWIAR 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 setbacks and either the property line of the Lot or the DHEC-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: October 24, 1968
BLUE HERON POND ROAD

☐ BUILDABLE AREA

☐ PRESENTATION ZONE
* This area will remain natural, undisturbed and free from any development including driveways and sidewalks specifically approved by the A.R.B.
* Lot 27 will have a 30' 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.-G.C.V.M. Critical Line.
* All vegetation in this zone shall be preserved until the home is completely frameless.
* 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 is unless specifically approved by the A.R.B.
   * Lot 129 will have a 20' side driveway access that can penetrate the Preservation Zone.

☐ SELECTIVE CLEARING ZONE
   * This area is generally between the designated setback line and either the property line
   * All vegetation in this zone shall be preserved until the home is completely removed.
   * Removal or alteration between the home (or other structure) and the critical line shall
     be accomplished only after on-site A.R.B. approval.

Scale: 1" = '00'
REVISED July 28, 1999

[Diagram of land with various property boundaries and notes on buildable areas, preservation zones, and selective clearing zones.]
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.
  - Lotes 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 O.H.E.C.-O.C.R.B. Offset 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. approved.

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 10' unless specifically approved by the A.R.R.
- Lots 46, 171, 181 and 150 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 O.I.R.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely completed.
- Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.R. approval.

RESTRICTIVE CLEARING ZONE
- In addition to the restrictions 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 16, in the Charleston County R.A.C. Office (the "Declaration").
- Only limited grading and planting of certain shrubs and small trees will be allowed (with A.R.R. approval) to maintain appearance. Clear cutting of woody vegetation is prohibited.
- Refer 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 or the SAAEC—SCLNCL Critical Use Area.
- 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, 1996
EXHIBIT "B"
Page 1

BLUE HERON POND ROAD
and CHINABERRY LANE

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 at or the D.I.E.C.-D.G.R.A. 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

KIWANSH RESORT ASSOCIATES, L.P.

EXHIBIT "B"
Page 3

BUILDABLE AREA

LIMITED BUILDABLE AREA

PRESERVATION ZONE
- This area will remain natural, undisturbed and free from any development including driveway and fill unless specifically approved by the A.R.B.
- Lots 218 and 218 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 or the D.M.F.C.-GISBM 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
Note: Irregular notches in the setbacks on lots 21, 22, 23, and 31 reflect existing trees which must be saved.

KAHAAH 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.

Date 3/25/1997

Scale: 1" = 100'
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.I.N.E.C.-O.C.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 utility lines 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. Critical Line.
- All vegetation in this zone shall be preserved until the house is completely framed.
- Removal or alteration of vegetation between the house (or other structures) 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 U.S.G.S.-G.O.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

PREVENTION ZONE
* The 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 LST or the O.E.C.-O.G.R.M. Critical Line.
* All vegetation in this zone shall be preserved until the house is completely framed.
* Removal or alteration of vegetation between the house (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, 1959, and recorded in Book 433, PAGE 16, in the CHARLESTON COUNTY R.B.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 on permitted and prohibited activities within the Restrictive Clearing Zone.

Scale: 1" = 100'
REMSED: May 23, 2005
KIWAH 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.

[Signatures and dates]
KIWAH 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.

Date: April 20th, 1997

Scale: 1" = 100'
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.

Pence & Rash
Administrator

Date: 9-2-97

Scale: 1" = 100'
KIWAH 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, Administrator

Date

SCALE: 1" = 100'

AMENDED 3/26/76
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.

[Signatures and dates]

* 0 Ocean Course Drive
KIWAH 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.

Date: October 30, 1995
Administrator

Scale: 1" = 60'
KIWAH 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.

Date: [Signature]

Note: 1" = 1'-0"
KIWAH RESORT ASSOCIATES, L.P.

OYSTER SHELL ROAD

PROPOSED DRAINAGE LAGOON

MEAN HIGH WATER

22,638 SF
0.520 Acre

28,287 SF
0.793 Acre

DIRECT-OCEAN CRITICAL LINE

BUILDABLE AREA

PRESERVATION ZONE
- This area shall remain natural, undisturbed and free from any development including
- driveways and fill unless specifically approved by the A.R.B.
- Lots 35 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.O.C.M. Critical Line.
- All vegetation in this zone shall be preserved until the building is completely framed.
- Removal or destruction 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
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
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 25, 34, 36, 38-42, 45, 48, 51-64
7. **Down Island**
   - Governor's Drive
   - Marsh Cottage Lane
   - Osprey Cottage Lane
   - Ocean Oaks
   - 19
   - 20, 23, 24, 26, 28-30
   - 800-605
   - 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 205-00-002, 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.
Exhibit B
Freshfields Village Pdd Applicator
(Revised for Exhibit 13.14 in the Amended and Restated Development Agreement)
Exhibit 13.14: Freshfields Village PDD Application
10.04.13
(attached)
Freshfields Retail Village
Planned Development District Application
Charleston County, South Carolina

Atlantic Partners, LLC
211 King Street
Suite 300
Charleston, SC 29401

May 2002
May 31, 2002

Ms. Bruna S. Rerig, AICP
Project Officer
Charleston County Planning Department
4045 Bridge View Drive
North Charleston, SC 29405-7404

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
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Charleston, SC 29422

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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 at "Tract VII" containing 4.277 acres of highland above the DHEC-OCR Critical Line, more or less, and 2.489 acres of marsh lying below the DHEC-OCR 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 200 D.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:

<table>
<thead>
<tr>
<th>PDD-FV DENSITY/INTENSITY AND DIMENSIONAL STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM LOT AREA</td>
</tr>
<tr>
<td>MINIMUM LOT WIDTH</td>
</tr>
<tr>
<td>MINIMUM SETBACKS</td>
</tr>
<tr>
<td>Front/Street side</td>
</tr>
<tr>
<td>Interior Side</td>
</tr>
<tr>
<td>Rear</td>
</tr>
<tr>
<td>OCRM Critical Line</td>
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<tr>
<td></td>
</tr>
<tr>
<td>MAXIMUM BUILDING COVER</td>
</tr>
<tr>
<td>MAXIMUM HEIGHT</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Description</th>
<th>Acreage</th>
<th>Units</th>
<th>Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Town Homes</td>
<td>Mixed Use</td>
<td>40 D.U.</td>
<td>*</td>
</tr>
<tr>
<td>2. Apartments</td>
<td>Mixed Use</td>
<td>160 D.U.</td>
<td>*</td>
</tr>
<tr>
<td>- Over Retail</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Freestanding</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>200 D.U.</td>
</tr>
<tr>
<td>* Overall density 3D.U./Ac</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Commercial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Retail Sales/Services</td>
<td>Mixed Use</td>
<td>10 -16</td>
<td>350,000</td>
</tr>
<tr>
<td>C. Office</td>
<td>Mixed Use</td>
<td>4 - 8</td>
<td>130,000</td>
</tr>
</tbody>
</table>
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 Section 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.
STATE OF SOUTH CAROLINA

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
COUNTY OF RICHMOND

ACKNOWLEDGMENT

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 30th day of December, 2000.

Cherie K. Toy (SEAL)
Notary Public for South Carolina. Virginia
My Commission Expires: 5/31/03
Exhibit "A"
Property Description

(Tract 1-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 1-D" on a plat prepared by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF TRACT 1-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.


Portion of TMS # 205-00-00-005

Grantee’s Address:

211 King Street, Suite 300
Charleston, South Carolina 29401
Taxes for the year 2001 and all subsequent years, a lien but not yet due and payable.

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.


No assurance is made as to the exact amount of acreage contained in the property described herein.

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.

Roll-back taxes as provided under Title 12, S.C. Code of Laws, as amended, including Section 12-43-220 and others.


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.


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 Haulover Creek Development Company, LLC, to Atlantic Partners, LLC 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
   (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or an 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 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
   (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 willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 21st day of Dec., 2000.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10-31-2001
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

WHEREAS, Andell Development Limited Partnership was created pursuant to that certain Agreement of Limited Partnership dated December 12, 1988, as amended, and that certain Certificate of Limited Partnership filed with the Secretary of State for Texas on December 15, 1988; and,

WHEREAS, Andell Development Limited Partnership filed for a Certificate to Transact Business in South Carolina on January 25, 1989; and,

WHEREAS, portions of the below described property were conveyed to Andell Development Limited Partnership by deed of Margaret Hamilton Beckett, Dorothy Hamilton McKeel (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; and,

WHEREAS, the below described "Pump Station" was conveyed to Andell Development Limited Partnership by 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; and,

WHEREAS, Andell Development Limited Partnership changed the partnership name to East Seabrook Limited Partnership pursuant to that certain Second Amendment to Application for Registration of a Foreign Limited Partnership filed on May 4, 1989, with the Secretary of State of South Carolina, and as further evidenced by the Affidavit of General Partner’s Authority dated November 3, 1992, and recorded in Book G-220, Page 583 in the RMC Office for Charleston County; and,

WHEREAS, the below described "Tract C" and "Tract D" were conveyed to East Seabrook Limited Partnership by deed of Bohicket Creek Investors Limited Partnership, a Delaware limited partnership, dated December 21, 1990, and recorded February 15, 1991, in Book M-200, Page 51 in the RMC Office for Charleston County;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT EAST SEABROOK LIMITED PARTNERSHIP (a Texas limited partnership hereinafter sometimes referred to as the "Grantor"), in the County and State aforesaid, for and in consideration of the sum of One and No/100 ($1.00) Dollar and other good and valuable consideration, to it in hand paid at and before the sealing of these presents by ATLANTIC PARTNERS, LLC, (a South Carolina limited liability company) (hereinafter sometimes referred to as the "Grantee"), in the County and State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the covenants, conditions, obligations, restrictions, reservations, encumbrances, and easements set forth on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Encumbrances") unto ATLANTIC PARTNERS, LLC, the following described property, to-wit:
SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto ATLANTIC PARTNERS, LLC, its successors and assigns, forever.

SUBJECT to the Permitted Encumbrances, EAST SEABROOK LIMITED PARTNERSHIP does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said ATLANTIC PARTNERS, LLC, its successors and assigns, against itself, its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, EAST SEABROOK LIMITED PARTNERSHIP has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 2nd day of February, in the year of our Lord One Thousand Nine Hundred and Ninety-Eight, and in the Two Hundred and Twenty-Second Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

EAST SEABROOK LIMITED PARTNERSHIP

BY: SC Ventures, Inc.
   Its General Partner

BY: Neill A. Blue
   Its Vice President

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by EAST SEABROOK LIMITED PARTNERSHIP, by SC Ventures, Inc., its General Partner, by Neill A. Blue, its Vice President, this 2nd day of February, 1998.

Notary Public for South Carolina
My Commission Expires: May 21, 2002
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-OCR Critical Line, more or less, and 3.500 acres below DHEC-OCR 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-OCR Critical Line, more or less, and 2.489 acres below DHEC-OCR 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-OCR Critical Line, more or less, and 0.000 acres below DHEC-OCR 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 E, 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-OCR Critical Line, more or less, and 0.117 acres below DHEC-OCR 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 E, 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

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.


ADDITIONAL EXCEPTIONS AS TO TRACTS VI - X


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 Margarethia 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).


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)


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:


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 A11, 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


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)


**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 undersign, 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) _x_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money.
   (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) _x_ 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 purposes which is $______________.

5. [Check YES or NO] to the following: A lien or encumbrance existed on the land, tenant, or realty before the transfer and remained on the land, tenant, 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 pl 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 willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

   ________________________________
   Grantor, Grantee or Legal Representative

Sworn to before me this 2nd day of Feb., 1998.

______________________________
Notary Public for South Carolina
1y Commission Expires: 10-31-2001
FILED
U296-847
96 FEB-3 PH 4:49
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

17:00
4500.0
2750.0
9257.0

Recorded this 3 day of Feb
On Property Record Card

 Auditor Charleston County
± 30 D.U.
± 30,000 Sq.Ft. Retail/Office

± 60 D.U.
± 50,000 Sq.Ft. Retail/Office

± 60 D.U.
± 30,000 Sq.Ft. Retail/Office

± 30 D.U.
± 175,000 Sq.Ft. Retail/Office

± 30 D.U.
± 175,000 Sq.Ft. Retail/Office

± 40,000 Sq.Ft. Retail/Office

± 20,000 Sq.Ft. Retail/Office

MASTER LAND USE PLAN

Atlantic Partners, LLC
211 King St. Suite 300
Charleston, SC 29403
November 2013

RETAIL VILLAGE
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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<th>Page No.</th>
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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%

100%
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 left turns 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. "B". 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.

<table>
<thead>
<tr>
<th>Kiawah Island Parkway PM Peak Hour Traffic - Year 2013</th>
<th>Year 2001</th>
<th>2001-2013 growth</th>
<th>added due to Andell development</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Westbound</td>
<td>599</td>
<td>256</td>
<td>319</td>
<td>1,174</td>
</tr>
<tr>
<td>B) Eastbound</td>
<td>319</td>
<td>241</td>
<td>338</td>
<td>898</td>
</tr>
</tbody>
</table>

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>
<thead>
<tr>
<th>Land Use</th>
<th>ITE Code</th>
<th>Square feet</th>
<th>24-hour</th>
<th>AM Peak Hr.</th>
<th>PM Peak Hr.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>IN</td>
<td>OUT</td>
<td>IN</td>
</tr>
<tr>
<td>1) Shopping Center</td>
<td>820</td>
<td>35,000</td>
<td>4,421</td>
<td>4,421</td>
<td>124</td>
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<tr>
<td>A) Food Store</td>
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<td></td>
</tr>
<tr>
<td>B) Restaurants (2-3)</td>
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<td></td>
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<tr>
<td>C) Coffee Shop, Wine &amp;</td>
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<td>7,500</td>
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<td></td>
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<tr>
<td>Cheese, Liquor</td>
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<td></td>
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</tr>
<tr>
<td>D) Drug/Pharmacy</td>
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<td>5,000</td>
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<tr>
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<tr>
<td>F) Laundry</td>
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<td>G) General Retail Shops</td>
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<td>J) Bank</td>
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<td>K) Other</td>
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<td>2) Out Parcels</td>
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</tr>
<tr>
<td>A) Convenience Food/</td>
<td>845</td>
<td>2,500</td>
<td>976</td>
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<td>Gas (12 pumps)</td>
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</tr>
<tr>
<td>B) Drive-thru Bank</td>
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<td>3) Residential</td>
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<td>A) Condo-rentals</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
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<td>Total (passby/diverted/new internal)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>passby/diverted</td>
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<td>6,061</td>
<td>6,061</td>
<td>212</td>
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<tr>
<td>Internal trips</td>
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<td>new trips</td>
<td></td>
<td></td>
<td>3,204</td>
<td>3,204</td>
<td>111</td>
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</table>

(1) Source: 
a) Institute of Transportation Engineers, Trip Generation Manual, 1997
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)
# TABLE 2

## ESTIMATED TRAFFIC GENERATED BY PLANNED ANDELL COMMERCIAL VILLAGE AT BUILD OUT – YEAR 2013

<table>
<thead>
<tr>
<th>Land Use</th>
<th>ITE Code</th>
<th>Square feet or size</th>
<th>24-hour IN</th>
<th>24-hour OUT</th>
<th>AM Peak Hr. IN</th>
<th>AM Peak Hr. OUT</th>
<th>PM Peak Hr. IN</th>
<th>PM Peak Hr. OUT</th>
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<tr>
<td>1) Shopping Center</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Phase 1</td>
<td>820</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td>B) Phase 2</td>
<td>820</td>
<td>294,000</td>
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<td></td>
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<td>9,000</td>
<td>236</td>
<td>152</td>
<td>806</td>
<td>873</td>
</tr>
<tr>
<td>2) Out Parcels</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Phase 1</td>
<td>845/912</td>
<td>6,000</td>
<td>1440</td>
<td>1440</td>
<td>85</td>
<td>79</td>
<td>175</td>
<td>175</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(804)</td>
<td>(49)</td>
<td>(46)</td>
<td>(90)</td>
<td>(90)</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>450,000</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3) Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Phase 1</td>
<td>230</td>
<td>40 units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Phase 2</td>
<td>230</td>
<td>210 units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>subtotal</strong></td>
<td></td>
<td><strong>250 units</strong></td>
<td>442</td>
<td>442</td>
<td>11</td>
<td>58</td>
<td>59</td>
<td>30</td>
</tr>
<tr>
<td>C) Hotel</td>
<td>330</td>
<td>100 rooms</td>
<td>411</td>
<td>411</td>
<td>30</td>
<td>12</td>
<td>17</td>
<td>23</td>
</tr>
<tr>
<td><strong>Total (Passby+diverted +new+internal)</strong></td>
<td></td>
<td></td>
<td>11,293</td>
<td>11,293</td>
<td>362</td>
<td>301</td>
<td>1057</td>
<td>1101</td>
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<tr>
<td><strong>passby+diverted trips</strong></td>
<td></td>
<td></td>
<td>(3,054)</td>
<td>(3,054)</td>
<td>(108)</td>
<td>(84)</td>
<td>(292)</td>
<td>(308)</td>
</tr>
<tr>
<td><strong>Internal trips</strong></td>
<td></td>
<td></td>
<td>1,115</td>
<td>1,115</td>
<td>33</td>
<td>51</td>
<td>129</td>
<td>126</td>
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<tr>
<td><strong>new trips</strong></td>
<td></td>
<td></td>
<td>8,626</td>
<td>8,626</td>
<td>261</td>
<td>190</td>
<td>636</td>
<td>667</td>
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</tbody>
</table>


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>
<thead>
<tr>
<th>Land Use</th>
<th>ITE Code</th>
<th>Square feet or size</th>
<th>24-hour IN</th>
<th>AM Peak Hr.</th>
<th>PM Peak Hr.</th>
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<td>Shopping Center</td>
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<td></td>
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<tr>
<td>1) Phase 1</td>
<td>820</td>
<td>150,000</td>
<td>10,717</td>
<td>10,717</td>
<td>1058</td>
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<tr>
<td>2) Phases 2-3</td>
<td>820</td>
<td>444,000</td>
<td>(2465)</td>
<td>(2465)</td>
<td>(243) (2)</td>
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<tr>
<td>subtotal</td>
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<td>594,000</td>
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<td>2) Out Parcels</td>
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</tr>
<tr>
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<td>1440</td>
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<tr>
<td>Total</td>
<td></td>
<td>600,000</td>
<td>(804)</td>
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<td>(90) (2)</td>
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<td>3) Residential</td>
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</tr>
<tr>
<td>A) Phase 1</td>
<td>230</td>
<td>40 units</td>
<td>442</td>
<td>442</td>
<td>30</td>
</tr>
<tr>
<td>B) Phases 2-3</td>
<td>230</td>
<td>210 units</td>
<td>58</td>
<td>59</td>
<td>30</td>
</tr>
<tr>
<td>subtotal</td>
<td></td>
<td>250 units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Hotel</td>
<td>330</td>
<td>100 rooms</td>
<td>411</td>
<td>411</td>
<td>17</td>
</tr>
<tr>
<td>Total (passby+diverted + new + internal)</td>
<td></td>
<td>13,010</td>
<td>13,010</td>
<td>408</td>
<td>1,228</td>
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<tr>
<td>passby+diverted trips</td>
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<td>(3,269)</td>
<td>(3,269)</td>
<td>(114)</td>
<td>(313) (333)</td>
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<tr>
<td>Internal trips</td>
<td></td>
<td>1,115</td>
<td>1,115</td>
<td>33</td>
<td>146</td>
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<tr>
<td>new trips</td>
<td></td>
<td>8,626</td>
<td>8,626</td>
<td>261</td>
<td>769</td>
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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>
<thead>
<tr>
<th>Roadway</th>
<th>Year</th>
<th></th>
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<th></th>
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<tr>
<td></td>
<td></td>
<td>2001</td>
<td>PM</td>
<td>2003</td>
<td>PM</td>
<td>2013</td>
<td>PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>24-hr.</td>
<td>Pk hr.</td>
<td>24-hr.</td>
<td>Pk hr.</td>
<td>24-hr.</td>
<td>Pk hr.</td>
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<tr>
<td>A) Kiawah Island Parkway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1- without Andell commercial</td>
<td>10,000</td>
<td>918</td>
<td>11,100</td>
<td>1,009</td>
<td>14,400</td>
<td>1,311</td>
<td>14,400</td>
</tr>
<tr>
<td>2- with Andell commercial</td>
<td>NA</td>
<td>NA</td>
<td>14,300</td>
<td>1,328</td>
<td>19,865</td>
<td>1,867</td>
<td>21,550</td>
</tr>
<tr>
<td>at Kiawah Bridge</td>
<td>10,000</td>
<td>918</td>
<td>12,155</td>
<td>1,128</td>
<td>16,885</td>
<td>1,587</td>
<td>18,315</td>
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<tr>
<td>B) Seabrook Island Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1- without Andell commercial</td>
<td>7,000</td>
<td>632</td>
<td>7,700</td>
<td>696</td>
<td>10,000</td>
<td>905</td>
<td>10,000</td>
</tr>
<tr>
<td>2- with Andell commercial</td>
<td>NA</td>
<td>NA</td>
<td>10,000</td>
<td>851</td>
<td>13,000</td>
<td>1,206</td>
<td>13,925</td>
</tr>
<tr>
<td>C) Betsy Kerrison Parkway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1- without Andell commercial</td>
<td>14,000</td>
<td>1,270</td>
<td>15,400</td>
<td>1,397</td>
<td>20,000</td>
<td>1,816</td>
<td>20,000</td>
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<tr>
<td>2- with Andell commercial</td>
<td>NA</td>
<td>NA</td>
<td>16,300</td>
<td>1,510</td>
<td>24,715</td>
<td>2,279</td>
<td>26,175</td>
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</tbody>
</table>

(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>
<thead>
<tr>
<th>Roadway</th>
<th>Segment</th>
<th>2-way Capacity at Level of Service (7)</th>
<th>Year 2001</th>
<th>Year 2003</th>
<th>Year 2013</th>
<th>PM Peak Hr. Traffic With Andell Commercial Village</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betsy Kerrison</td>
<td>Kiawah Island</td>
<td>4,110</td>
<td>4,930</td>
<td>1270 Peak(1)</td>
<td>1397 Peak</td>
<td>1510 A</td>
</tr>
<tr>
<td></td>
<td>Island Parkway</td>
<td>858</td>
<td>943 Off-Peak(2)</td>
<td>943 Off-Peak(2)</td>
<td>1226</td>
<td>1019 A</td>
</tr>
<tr>
<td></td>
<td>to north</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kiawah Island</td>
<td>East of Betsy</td>
<td>1,370</td>
<td>1,920</td>
<td>918 Peak(1)</td>
<td>1009 Peak</td>
<td>1328 B</td>
</tr>
<tr>
<td></td>
<td>Kerrison Parkway</td>
<td>551</td>
<td>605 Off-Peak(3)</td>
<td>605 Off-Peak(3)</td>
<td>787</td>
<td>797 B</td>
</tr>
<tr>
<td></td>
<td>(2-lane divided)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seabrook Island</td>
<td>West of Betsy</td>
<td>1,640</td>
<td>2,390</td>
<td>632 Peak(1)</td>
<td>696 Peak</td>
<td>851 A</td>
</tr>
<tr>
<td>Island Road</td>
<td>Kerrison Parkway</td>
<td>442</td>
<td>487 Off-Peak(4)</td>
<td>487 Off-Peak(4)</td>
<td>634</td>
<td>596 A</td>
</tr>
<tr>
<td></td>
<td>(2-lane undivided)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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 Commercial Village).
(7) See TFE service volume computer analyses runs in Appendix (Tables A-G). These are based on Highway Capacity Manual (1997).
Source: Transportation Planners-Engineers, Inc. TFE 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.
ESTIMATED TRAFFIC: YEAR 2013
P.M. PEAK HOUR WITH ANDELL COMMERCIAL VILLAGE - PEAK SEASON

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)

ANDELL COMMERCIAL VILLAGE

SEABROOK ISLAND ROAD
KIawah ISLAND PARKWAY

TO SEABROOK
TO KIawah

TPE
TRANSPORTATION ENGINEERS, INC.
TRAFFIC STUDIES, DESIGN AND IMPLEMENTATION, HIGHWAY CONSTRUCTION MANAGEMENT, TRAFFIC SIGNAL, JCC

01-1756

OCT. 29, 2001
NOT TO SCALE
FIGURE 7
ESTIMATED TRAFFIC: YEAR 2013
P.M. PEAK HOUR WITH ANDELL COMMERCIAL VILLAGE - PEAK SEASON

NOTE: YEAR 2013 TRAFFIC IS BASED ON YEAR 2001 PLUS 10% TO 2003 PLUS 30% TO 2013 PLUS ANDELL NEW TRAFFIC (PEAK SEASON)
install median pavement markings for outbound lefts acceleration/merge

install separate right-turn deceleration lane and 45' radius

45' radius
to seabrook

construct outbound lanes

45' radius

construct left-turn and westbound bypass lane

Concept Design For Planned Roundabout Intersection

construct separate left-turn and westbound bypass lane

right-turn deceleration lane with 45' radius

Main Entrance
A) Two lanes inbound and two lanes outbound at present intersection, or
B) If Roundabout is constructed main entrance to tie into its design and central area may be reduced in size

ANDELL COMMERCIAL VILLAGE

TPE
TRANSPORTATION PLANNERS ENGINEERS INC.
ROAD IMPROVEMENTS AND ANDELL COMMERCIAL VILLAGE ACCESS PLAN

OCT. 29, 2001
NOT TO SCALE
FIGURE 9
TRAFFIC DISTRIBUTION ASSUMPTIONS
FOR ANDELL VILLAGE - NEW TRIPS

YEAR 2003

Seabrook Island Road

Betsy Kerrison Parkway

Kiawah Island Parkway

Based on 6/28/01 PM Peak Hour Traffic Count and Population

YEAR 2013

1090 Mullet Hall
482 Hope Plantation
2500 Johns Island
1500 Other
5575 d.u.

Seabrook

3000 Seabrook
530 VIT-West
3530 d.u.

Betsy Kerrison Parkway

35.8%

41.5%

22.7%

Kiawah

5689 Kiawah
250 VIT East
520 KRA - Cassique
6459 d.u.

7-11-01
### TABLE A

<table>
<thead>
<tr>
<th></th>
<th>Summer High Peak (June-Aug.)</th>
<th>Winter Low Peak (Dec.-Feb.)</th>
<th>Spring Mid Peak (Mar.-May)</th>
<th>Fall Mid Peak (Sept.-Nov.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Kiawah Island</td>
<td>27,574</td>
<td>11,968</td>
<td>17,770</td>
<td>14,857</td>
</tr>
<tr>
<td>Seasonal Traffic Factor(2)</td>
<td>100.0</td>
<td>230.4</td>
<td>155.2</td>
<td>185.6</td>
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<tr>
<td>B) Seabrook Island</td>
<td>10,341</td>
<td>7,281</td>
<td>7,333</td>
<td>9,157</td>
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<td>Seasonal Traffic Factor(2)</td>
<td>100.0</td>
<td>142.0</td>
<td>141.0</td>
<td>112.9</td>
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<tr>
<td>C) Combined Seasonal Factor(2)</td>
<td>37,915</td>
<td>19,249</td>
<td>25,103</td>
<td>24,014</td>
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<tr>
<td>Year 2000</td>
<td>24,034</td>
<td>9,953</td>
<td>16,034</td>
<td>12,992</td>
</tr>
<tr>
<td>A) Kiawah Island</td>
<td>100.0</td>
<td>241.5</td>
<td>149.9</td>
<td>185.0</td>
</tr>
<tr>
<td>Seasonal Factor(2)</td>
<td>9,286</td>
<td>8,159</td>
<td>9,967</td>
<td>8,430</td>
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<tr>
<td>B) Seabrook Island</td>
<td>100.0</td>
<td>113.8</td>
<td>93.2</td>
<td>110.2</td>
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<tr>
<td>Seasonal Factor(2)</td>
<td>33,320</td>
<td>18,112</td>
<td>26,001</td>
<td>21,422</td>
</tr>
<tr>
<td>C) Combined Seasonal Factor(2)</td>
<td>100.0</td>
<td>184.0</td>
<td>128.2</td>
<td>155.5</td>
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<tr>
<td>Years 1999 and 2000</td>
<td>37,361</td>
<td>191.0</td>
<td>139.4</td>
<td>156.8</td>
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</table>

(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
SITE
SHOPPING CENTER
IN 124
OUT 79

SITE
OUT PARCELS
IN 85
OUT 79

RESIDENTIAL
IN 3
OUT 13
SITE

EXTERNAL TRAFFIC

PASSBY OR DIVERTED

NEW TRAFFIC

TPE
TRANSPORTATION PLANNERS—ENGINEERS, INC.
TRAFFIC STUDIES, ROAD DESIGN AND ENGINEERING
ROADWAY CONSTRUCTION MANAGEMENT
TRAFFIC SIGNAL DESIGN
6120 BOWEN POINT DRIVE S. — SUITE 120
JACKSONVILLE, FLORIDA 32216
(904) 384-1756

TRAFFIC GENERATED BY ANDELL COMMERCIAL VILLAGE YEAR 2003 A.M. PEAK HOUR

FIGURE C

01-1756
SITE
SHOPPING CENTER
IN 806
OUT 873

SITE
OUT PARCELS
IN 175
OUT 175

NEW TRAFFIC

RESIDENTIAL
IN 76
OUT 53

EXTERNAL TRAFFIC

PASSBY OR DIVERTED

450,000 sf

30
25
18
28
14
81
700
756
76
74
636
667
303
208
8

TPE
TRANSPORTATION PLANNERS-ENGINEERS, INC.
TRAFFIC STUDIES, ROADS DESIGN AND ENGINEERING HIGHWAY CONSTRUCTION MANAGEMENT TRAFFIC SIGNAL DESIGN
6638 SOUTHPOINTE DRIVE S. - SUITE 120 JACKSONVILLE, FLORIDA 32216
PHONE: 904-367-1724

TRAFFIC GENERATED BY ANDELL COMMERCIAL VILLAGE YEAR 2013 P.M. PEAK HOUR

FIGURE 0

01-1756
**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

<table>
<thead>
<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>360</td>
<td>630</td>
<td>890</td>
<td>1,250</td>
<td>1,790</td>
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</tbody>
</table>

### PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
<thead>
<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>550</td>
<td>960</td>
<td>1,370</td>
<td>1,920</td>
<td>2,740</td>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<th>C</th>
<th>D</th>
<th>E</th>
</tr>
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<tr>
<td>2</td>
<td>6,100</td>
<td>10,700</td>
<td>15,200</td>
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Printed: 07/15/2001 06:29:04
### PEAK HOUR PEAK DIRECTION VOLUME

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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>360</td>
<td>630</td>
<td>890</td>
<td>1,250</td>
<td>1,790</td>
</tr>
</tbody>
</table>

### PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
<thead>
<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>550</td>
<td>960</td>
<td>1,370</td>
<td>1,920</td>
<td>2,740</td>
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</table>

### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

<table>
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<tr>
<th>LANES</th>
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<th>C</th>
<th>D</th>
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### PEAK HOUR PEAK DIRECTION VOLUME

<table>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>630</td>
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<td>1,250</td>
<td>1,790</td>
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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
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<th>D</th>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<th>C</th>
<th>D</th>
<th>E</th>
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<td>11,000</td>
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<td>22,000</td>
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</tr>
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</table>
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**

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<th>C</th>
<th>D</th>
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<td>630</td>
<td>890</td>
<td>1,250</td>
<td>1,790</td>
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**PEAK HOUR VOLUME (BOTH DIRECTIONS)**

<table>
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<td>1,920</td>
<td>2,740</td>
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**ANNUAL AVERAGE DAILY TRAFFIC (AADT)**

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<th>C</th>
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<td>10,700</td>
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<td>30,400</td>
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</table>
**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

<table>
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<th>C</th>
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<td>890</td>
<td>1,250</td>
<td>1,790</td>
</tr>
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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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<th>C</th>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<td>11,100</td>
<td>15,900</td>
<td>22,200</td>
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Printed: 07/19/2001 11:47:06
**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

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<th>C</th>
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<th>E</th>
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<td>630</td>
<td>890</td>
<td>1,250</td>
<td>1,790</td>
</tr>
</tbody>
</table>

### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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<th>E</th>
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</thead>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<td>12,000</td>
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*Printed: 07/19/2001 11:46:18*
# 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

<table>
<thead>
<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50</td>
<td>550</td>
<td>820</td>
<td>1,200</td>
<td>1,790</td>
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## PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
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<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
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<td>1,640</td>
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<td>3,560</td>
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## ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<th>C</th>
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<td>12,300</td>
<td>18,200</td>
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<td>39,600</td>
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Printed: 07/15/2001 07:00:25
**U2LN-TAB 4.0**

TABLE II
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

<table>
<thead>
<tr>
<th></th>
<th>PEAK HOUR PEAK DIRECTION VOLUME</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Level of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LANES</strong></td>
<td><strong>A</strong></td>
<td><strong>B</strong></td>
<td><strong>C</strong></td>
<td><strong>D</strong></td>
<td><strong>E</strong></td>
</tr>
<tr>
<td>1</td>
<td>50</td>
<td>550</td>
<td>820</td>
<td>1,200</td>
<td>1,790</td>
</tr>
</tbody>
</table>

|                  | PEAK HOUR VOLUME (BOTH DIRECTIONS) |                     |                     |                     |                     |
|                  | Level of Service                 |                     |                     |                     |                     |
| **LANES**        | **A**                            | **B**               | **C**               | **D**               | **E**               |
| 2                | 110                              | 1,110               | 1,640               | 2,390               | 3,560               |

|                  | ANNUAL AVERAGE DAILY TRAFFIC (AADT) |                     |                     |                     |                     |
|                  | Level of Service                 |                     |                     |                     |                     |
| **LANES**        | **A**                            | **B**               | **C**               | **D**               | **E**               |
| 2                | 1,200                            | 12,300              | 18,200              | 26,500              | 39,600              |

Printed: 07/15/2001 06:58:08
### Road Name: Seabrook Is. Rd.
- Study Time Period: PM PEAK
- AADT: 10,000
- User Notes: 2003-With Andell Center
- K Factor: 0.085
- D Factor: 0.528

#### PEAK HOUR PEAK DIRECTION VOLUME

<table>
<thead>
<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>550</td>
<td>820</td>
<td>1,200</td>
<td>1,790</td>
</tr>
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#### PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
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<tr>
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<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<tr>
<td>2</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td>3,380</td>
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#### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

<table>
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<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1,200</td>
<td>12,300</td>
<td>18,300</td>
<td>26,700</td>
<td>39,800</td>
</tr>
</tbody>
</table>

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

Printed: 07/16/2001 06:30:58
**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  

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<th>Level of Service</th>
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</thead>
<tbody>
<tr>
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<table>
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<th>Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lanes</td>
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<th>Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lanes</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>1,200</td>
</tr>
</tbody>
</table>

**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
### Road Name: Seabrook Is. Rd.

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>AADT: 13,000</td>
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<tr>
<td>User Notes: 2013-W/ Andell (450K)</td>
</tr>
<tr>
<td>K Factor: 0.093</td>
</tr>
<tr>
<td>D Factor: 0.506</td>
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**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

<table>
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<tr>
<th>LANES</th>
<th>A</th>
<th>B</th>
<th>C</th>
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<td>1</td>
<td>50</td>
<td>550</td>
<td>820</td>
<td>1,200</td>
<td>1,790</td>
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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

<table>
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<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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<tr>
<th>LANES</th>
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<th>C</th>
<th>D</th>
<th>E</th>
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<tbody>
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**Printed: 07/19/2001 11:43:02**
### Peak Hour and Directional Volume

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<th>E</th>
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<tbody>
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<td>1</td>
<td>50</td>
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<td>820</td>
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<td>1,790</td>
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</table>

### Peak Hour Volume (Both Directions)

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<th>E</th>
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### Annual Average Daily Traffic (AADT)

<table>
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<td>25,900</td>
<td>38,700</td>
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Road Name: Seabrook Is. Rd.  
Study Time Period: PM PEAK  
AADT: 13,925  
User Notes: 2013-WI 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
**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

<table>
<thead>
<tr>
<th>Road Name:</th>
<th>Betsy Kerrison Pky.</th>
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<td>D Factor: 0.609</td>
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<td>07/16/2001</td>
<td>Peak Hour Factor: 0.940</td>
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<tr>
<td>AADT:</td>
<td>14,000</td>
<td>Adjusted Saturation Flow Rate: 1,900</td>
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<tr>
<td>User Notes:</td>
<td>TPE-6/28/01</td>
<td>Free Flow Speed (mph): 50</td>
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<td>Median: Yes</td>
<td>Left Turn Bays: Yes</td>
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### PEAK HOUR PEAK DIRECTION VOLUME

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<th>C</th>
<th>D</th>
<th>E</th>
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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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<th>C</th>
<th>D</th>
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</thead>
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<td>4,930</td>
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### ANNUAL AVERAGE DAILY TRAFFIC (AADT)

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Printed: 07/16/2001 06:45:04
**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.

Study Time Period: PM PEAK

Analysis Date: 07/16/2001

AADT: 15,400

User Notes: 2003 - No Andell Center

K Factor: 0.090

D Factor: 0.609

Peak Hour Factor: 0.940

Adjusted Saturation Flow Rate: 1,900

Free Flow Speed (mph): 50

Median: Yes  Left Turn Bays: Yes

### PEAK HOUR PEAK DIRECTION VOLUME

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Road Name: Betsy Kerrison Pky.  
Study Time Period: PM PEAK  
Analysis Date: 07/16/2001  
AADT: 20,000  
User Notes: 2013-No Andell Center

### PEAK HOUR PEAK DIRECTION VOLUME

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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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<td>109,500</td>
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</tbody>
</table>
**UMUL-TAB 4.0**

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.

Study Time Period: PM PEAK

Analysis Date: 07/19/2001

AADT: 24,715

User Notes: 2013 W/Andell(450K)

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### PEAK HOUR PEAK DIRECTION VOLUME

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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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K Factor: 0.092
D Factor: 0.589
Peak Hour Factor: 0.940
Adjusted Saturation Flow Rate: 1,900
Free Flow Speed (mph): 50
Median: Yes
Left Turn Bays: Yes
### PEAK HOUR PEAK DIRECTION VOLUME

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### PEAK HOUR VOLUME (BOTH DIRECTIONS)

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</tr>
<tr>
<td>JT</td>
<td>11787</td>
<td>3867</td>
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<tr>
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<td>3698</td>
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<tr>
<td>JT</td>
<td>9136</td>
<td>32345</td>
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<table>
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<td>8203</td>
<td>3646</td>
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<td>8081</td>
<td>2786</td>
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<td>JT</td>
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<td>JT</td>
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<td>JT</td>
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<tr>
<td>JT</td>
<td>9289</td>
<td>2996</td>
</tr>
<tr>
<td>JT</td>
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<td>3103</td>
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<td>JT</td>
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<td>JT</td>
<td>7996</td>
<td>2660</td>
</tr>
<tr>
<td>JT</td>
<td>8194</td>
<td>2731</td>
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</table>

Grand Total: 35,337
## PROFILE

### TOWNS OF KIAWAH AND SEABROOK ISLAND, SC

### DEMOGRAPHICS - 1

#### Population

<table>
<thead>
<tr>
<th></th>
<th>Year</th>
<th>Residents</th>
<th>Total Population</th>
<th>Peak</th>
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</thead>
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<tr>
<td>Kiawah Island</td>
<td>1990</td>
<td>718</td>
<td>4,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Seabrook Island</td>
<td>1990</td>
<td>931</td>
<td>1,000</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1990</td>
<td>1,649</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Kiawah Island</td>
<td>1995</td>
<td>1,550</td>
<td>4,908</td>
<td>7,310</td>
</tr>
<tr>
<td>Seabrook Island</td>
<td>1995</td>
<td>2,326</td>
<td>2,326</td>
<td>2,910</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1995</td>
<td>2,869</td>
<td>7,234</td>
<td>10,220</td>
</tr>
<tr>
<td>Charleston County</td>
<td>1995</td>
<td>281,983</td>
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</table>

### 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.
Sea Islands Intersection
1997 Turning Movement Volumes

Figure 1
### Table 5-7

**State Two-Way Aerials**

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B***</th>
<th>C</th>
<th>D***</th>
<th>E***</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>1,000</td>
<td>1,450</td>
<td>1,500</td>
<td>1,550</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>2,190</td>
<td>3,060</td>
<td>3,260</td>
<td>3,260</td>
</tr>
<tr>
<td>6 Divided</td>
<td>N/A</td>
<td>3,330</td>
<td>4,640</td>
<td>4,860</td>
<td>4,900</td>
</tr>
<tr>
<td>8 Divided</td>
<td>N/A</td>
<td>4,210</td>
<td>5,710</td>
<td>5,990</td>
<td>5,990</td>
</tr>
</tbody>
</table>

**Freeways**

| Group 1 (within urbanized area over 500,000 and leading to or passing within 5 miles of the primary city commercial business district) |
|-------------------------------|-------------------|-------------|
| Lanes/Divided | A** | B*** | C | D*** | E*** |
| 2 Undivided | N/A | 1,900 | 3,000 | 4,500 | 5,800 |
| 4 Divided   | N/A | 2,900 | 4,600 | 7,000 | 8,900 |
| 6 Divided   | N/A | 3,900 | 6,300 | 9,500 | 12,200 |
| 10 Divided  | 4,900 | 7,900 | 11,900 | 15,200 |
| 12 Divided  | 5,900 | 9,300 | 13,300 | 17,900 |

**Class II** (2.00 to 4.50 signalized intersections per mile)

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B***</th>
<th>C</th>
<th>D***</th>
<th>E***</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>1,000</td>
<td>1,290</td>
<td>1,500</td>
<td>1,590</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>2,190</td>
<td>3,060</td>
<td>3,260</td>
<td>3,260</td>
</tr>
<tr>
<td>6 Divided</td>
<td>N/A</td>
<td>3,330</td>
<td>4,640</td>
<td>4,860</td>
<td>4,900</td>
</tr>
<tr>
<td>8 Divided</td>
<td>N/A</td>
<td>4,210</td>
<td>5,710</td>
<td>5,990</td>
<td>5,990</td>
</tr>
</tbody>
</table>

**Class III** (more than 4.50 signalized intersections per mile and not within primary city commercial business district of urbanized area over 500,000)

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B***</th>
<th>C</th>
<th>D***</th>
<th>E***</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>310</td>
<td>1,110</td>
<td>1,450</td>
<td>1,450</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>700</td>
<td>2,560</td>
<td>3,090</td>
<td>3,090</td>
</tr>
<tr>
<td>6 Divided</td>
<td>N/A</td>
<td>1,290</td>
<td>3,980</td>
<td>4,650</td>
<td>4,650</td>
</tr>
<tr>
<td>8 Divided</td>
<td>N/A</td>
<td>1,410</td>
<td>4,900</td>
<td>5,710</td>
<td>5,710</td>
</tr>
</tbody>
</table>

**Class IV** (more than 4.50 signalized intersections per mile and within primary city central business district of urbanized area over 500,000)

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B***</th>
<th>C</th>
<th>D***</th>
<th>E***</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>340</td>
<td>1,270</td>
<td>1,410</td>
<td>1,410</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>820</td>
<td>2,750</td>
<td>2,990</td>
<td>2,990</td>
</tr>
<tr>
<td>6 Divided</td>
<td>N/A</td>
<td>1,290</td>
<td>4,190</td>
<td>4,510</td>
<td>4,510</td>
</tr>
<tr>
<td>8 Divided</td>
<td>N/A</td>
<td>1,610</td>
<td>5,170</td>
<td>5,530</td>
<td>5,530</td>
</tr>
</tbody>
</table>

**Major City/County Roadways**

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B**</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>N/A</td>
<td>780</td>
<td>1,330</td>
<td>1,450</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>N/A</td>
<td>1,810</td>
<td>2,680</td>
<td>3,080</td>
</tr>
<tr>
<td>6 Divided</td>
<td>N/A</td>
<td>N/A</td>
<td>2,880</td>
<td>4,350</td>
<td>4,640</td>
</tr>
</tbody>
</table>

**Other Signalized Roadways** (signalized intersection analysis)

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>A**</th>
<th>B**</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Undivided</td>
<td>N/A</td>
<td>N/A</td>
<td>780</td>
<td>1,330</td>
<td>1,450</td>
</tr>
<tr>
<td>4 Divided</td>
<td>N/A</td>
<td>N/A</td>
<td>1,810</td>
<td>2,680</td>
<td>3,080</td>
</tr>
</tbody>
</table>

**Adjustments**

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>Median</th>
<th>Bays</th>
<th>Adjustment Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Divided</td>
<td>Yes</td>
<td>-5%</td>
<td></td>
</tr>
<tr>
<td>2 Undivided</td>
<td>No</td>
<td>-20%</td>
<td></td>
</tr>
<tr>
<td>Multi Undivided</td>
<td>Yes</td>
<td>-5%</td>
<td></td>
</tr>
<tr>
<td>Multi Undivided</td>
<td>No</td>
<td>-35%</td>
<td></td>
</tr>
</tbody>
</table>

**One-Way**

<table>
<thead>
<tr>
<th>Lane/Divided</th>
<th>Equivalent Two-Way Lane</th>
<th>Adjustment Factors</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>4</td>
<td>-0%</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>-40%</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>-0%</td>
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<tr>
<td>5</td>
<td>8</td>
<td>-40%</td>
</tr>
<tr>
<td>6</td>
<td>8</td>
<td>-0%</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>-40%</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>-0%</td>
</tr>
</tbody>
</table>

* 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 values 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 values 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.

http://www.dot.state.fl.us/transportation

September 1998
### Table 5-7 (Continued)

#### Input Value Assumptions

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Unsampled</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Group I</th>
<th>Group II</th>
<th>Group III</th>
<th>Freeways</th>
<th>Non-State Roads</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Through Lanes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Analysis Hour Factor (K100)</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>0.003</td>
<td>0.003</td>
<td>0.002</td>
<td>0.002</td>
<td>0.002</td>
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<td></td>
</tr>
<tr>
<td>Directional Distribution Factor (D)</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
<td>0.568</td>
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<td></td>
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<tr>
<td>Peak Hour Factor (PHF)</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
<td>0.925</td>
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<td></td>
</tr>
<tr>
<td>Adjusted Saturation Flow Rate (A_Sat)</td>
<td>1.500</td>
<td>1.000</td>
<td>1.500</td>
<td>1.500</td>
<td>1.500</td>
<td>1.500</td>
<td>1.500</td>
<td>1.500</td>
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<td></td>
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<tr>
<td>% Time in Exclusive Lanes</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Urbanized, Transitioning, Urban, Rural</td>
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<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
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<tr>
<td>Arterial Class</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>Free Flow Speed (mph)</td>
<td>50</td>
<td>60</td>
<td>50</td>
<td>60</td>
<td>50</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Length of Arterial (ft)</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<td></td>
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<td>Left Turn Bay (Y/N)</td>
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<tr>
<td>Signalized Intersections</td>
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<td>1</td>
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<tr>
<td>Arrival Type</td>
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<td>4</td>
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<td>4</td>
<td>4</td>
<td>4</td>
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</tr>
<tr>
<td>Signal Type</td>
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<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
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<td></td>
</tr>
<tr>
<td>Cycle Length (s)</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
<td>120</td>
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<td></td>
</tr>
<tr>
<td>Weighted Effective Green Ratio (G)</td>
<td>0.44</td>
<td>0.44</td>
<td>0.44</td>
<td>0.44</td>
<td>0.44</td>
<td>0.44</td>
<td>0.44</td>
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</tbody>
</table>

#### Level of Service Thresholds

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Unsampled</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Group I</th>
<th>Group II</th>
<th>Group III</th>
<th>Freeways</th>
<th>Non-State Roads</th>
</tr>
</thead>
<tbody>
<tr>
<td>(avg. time gap)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>≤ 0.50</td>
<td>≥ 42</td>
<td>≥ 25</td>
<td>≥ 30</td>
<td>≥ 25</td>
<td>≤ 0.28</td>
<td>≤ 0.28</td>
<td>≤ 0.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>0.50</td>
<td>≥ 34</td>
<td>≥ 28</td>
<td>≥ 30</td>
<td>≥ 24</td>
<td>≤ 0.42</td>
<td>≤ 0.44</td>
<td>≤ 0.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>0.70</td>
<td>≥ 27</td>
<td>≥ 22</td>
<td>≥ 28</td>
<td>≥ 18</td>
<td>≤ 0.63</td>
<td>≤ 0.64</td>
<td>≤ 0.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>0.84</td>
<td>≥ 21</td>
<td>≥ 17</td>
<td>≥ 22</td>
<td>≥ 14</td>
<td>≤ 0.81</td>
<td>≤ 0.84</td>
<td>≤ 0.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>1.00</td>
<td>≥ 16</td>
<td>≥ 13</td>
<td>≥ 16</td>
<td>≥ 10</td>
<td>≤ 1.00</td>
<td>≤ 1.00</td>
<td>≤ 1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>&gt; 1.00</td>
<td>≥ 15</td>
<td>≥ 12</td>
<td>≥ 15</td>
<td>≥ 7</td>
<td>&gt; 1.00</td>
<td>&gt; 1.00</td>
<td>&gt; 1.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SAME**

- Same as Freeways

- Major City / Co. (avg. travel time)
- Other Signalized (avg. travel time)
- Urbanized, Transitioning, Urban, Rural
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.

<table>
<thead>
<tr>
<th>SPEED (mph)</th>
<th>MINIMUM MANEUVER DISTANCE (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>140</td>
</tr>
<tr>
<td>35</td>
<td>190</td>
</tr>
<tr>
<td>40</td>
<td>210</td>
</tr>
<tr>
<td>45</td>
<td>300</td>
</tr>
<tr>
<td>50</td>
<td>360</td>
</tr>
<tr>
<td>55</td>
<td>450</td>
</tr>
</tbody>
</table>

(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

Fitted Curve Equation: \( \ln(T) = -0.291 \ln(X) + 5.001 \)
\( R^2 = 0.37 \)
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

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.74</td>
<td>0.68 - 29.27</td>
<td>2.73</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(T) = 0.660 \ln(X) + 3.403 \)

\( R^2 = 0.81 \)
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

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.03</td>
<td>0.10 - 9.05</td>
<td>1.40</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(T) = 0.596 \ln(X) + 2.329 \)

\( R^2 = 0.51 \)
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

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>42.92</td>
<td>12.50 - 270.89</td>
<td>21.39</td>
</tr>
</tbody>
</table>

Data Plot and Equation

\[
T = \text{Average Vehicle Trip Ends}
\]

\[
X = 1000 \text{ Sq. Feet Gross Leasable Area}
\]

Fitted Curve Equation: \( \ln(T) = 0.643 \ln(X) + 5.866 \)

\( R^2 = 0.78 \)
Table 5.26
Pass-By Trips and Diverted Linked Trips
Weekday, P.M. Peak Period

Land Use 912—Drive-in Bank

<table>
<thead>
<tr>
<th>SIZE (1,000 SQ. FEET GFA)</th>
<th>LOCATION</th>
<th>WEEKDAY SURVEY DATE</th>
<th>NO. OF INTERVIEWS</th>
<th>TIME PERIOD</th>
<th>PRIMARY TRIP (%)</th>
<th>NON-PASS-BY TRIP (%)</th>
<th>DIVERTED LINKED TRIP (%)</th>
<th>PASS-BY TRIP (%)</th>
<th>ADJ. STREET PEAK HOUR VOLUME</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td>Overland Park, KS</td>
<td>Dec. 1988</td>
<td>20</td>
<td>4:30-5:30 p.m.</td>
<td>55</td>
<td>-</td>
<td>30</td>
<td>15</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>3.3</td>
<td>Louisville area, KY</td>
<td>Jul. 1993</td>
<td>n/a</td>
<td>4-6 p.m.</td>
<td>22</td>
<td>-</td>
<td>30</td>
<td>48</td>
<td>2,570</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>3.4</td>
<td>Louisville area, KY</td>
<td>Jul. 1993</td>
<td>n/a</td>
<td>4-6 p.m.</td>
<td>22</td>
<td>-</td>
<td>14</td>
<td>64</td>
<td>2,266</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>3.4</td>
<td>Louisville area, KY</td>
<td>Jul. 1993</td>
<td>75</td>
<td>4-6 p.m.</td>
<td>11</td>
<td>-</td>
<td>32</td>
<td>57</td>
<td>1,955</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>3.5</td>
<td>Louisville area, KY</td>
<td>Jun. 1993</td>
<td>53</td>
<td>4-6 p.m.</td>
<td>32</td>
<td>-</td>
<td>21</td>
<td>47</td>
<td>2,785</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>6.4</td>
<td>Louisville area, KY</td>
<td>Jun. 1993</td>
<td>66</td>
<td>4-6 p.m.</td>
<td>20</td>
<td>-</td>
<td>27</td>
<td>53</td>
<td>2,610</td>
<td>Barton-Aschman Assoc.</td>
</tr>
</tbody>
</table>

Average Pass-By Trip Percentage: 47
## Table 6.14
### Pass-By Trips and Diverted Linked Trips
*Weekday, P.M. Peak Period*

**Land Use 845—Gasoline/Service Station with Convenience Market**

<table>
<thead>
<tr>
<th>SIZE (1,000 SQ. FT. GFA)</th>
<th>VEHICLE FUELING POSITIONS</th>
<th>LOCATION</th>
<th>WEEKDAY SURVEY DATE</th>
<th>NO. OF INTERVIEWS</th>
<th>TIME PERIOD</th>
<th>PRIMARY TRIP (%)</th>
<th>NON-PASS-BY TRIP (%)</th>
<th>DIVERTED LINKED TRIP (%)</th>
<th>PASS-BY TRIP (%)</th>
<th>ADJ. STREET PEAK HOUR VOLUME</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>.8 8</td>
<td></td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>83</td>
<td>4-6 P.M.</td>
<td>8</td>
<td>-</td>
<td>40</td>
<td>52</td>
<td>4,965</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.6 8</td>
<td></td>
<td>Louisville, KY</td>
<td>1993</td>
<td>60</td>
<td>4-6 P.M.</td>
<td>20</td>
<td>-</td>
<td>27</td>
<td>53</td>
<td>1,491</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.7 10</td>
<td></td>
<td>Louisville, KY</td>
<td>n/a</td>
<td>n/a</td>
<td>4-6 P.M.</td>
<td>19</td>
<td>-</td>
<td>24</td>
<td>57</td>
<td>1,812</td>
<td>Barton-Aschman Assoc.</td>
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<tr>
<td>.7 8</td>
<td></td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>n/a</td>
<td>4-6 P.M.</td>
<td>7</td>
<td>-</td>
<td>21</td>
<td>72</td>
<td>2,657</td>
<td>Barton-Aschman Assoc.</td>
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<tr>
<td>.7 10</td>
<td></td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>n/a</td>
<td>4-6 P.M.</td>
<td>18</td>
<td>-</td>
<td>29</td>
<td>55</td>
<td>2,657</td>
<td>Barton-Aschman Assoc.</td>
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<tr>
<td>.8 8</td>
<td></td>
<td>Silver Spring, MD</td>
<td>1992</td>
<td>36</td>
<td>4-6 P.M.</td>
<td>14</td>
<td>-</td>
<td>19</td>
<td>67</td>
<td>3,095</td>
<td>RBA</td>
</tr>
<tr>
<td>.4 8</td>
<td></td>
<td>Derwood, MD</td>
<td>1992</td>
<td>46</td>
<td>4-6 P.M.</td>
<td>11</td>
<td>-</td>
<td>43</td>
<td>46</td>
<td>3,770</td>
<td>RBA</td>
</tr>
<tr>
<td>2.1 8</td>
<td></td>
<td>Kensington, MD</td>
<td>1992</td>
<td>31</td>
<td>4-6 P.M.</td>
<td>13</td>
<td>-</td>
<td>35</td>
<td>52</td>
<td>1,785</td>
<td>RBA</td>
</tr>
<tr>
<td>1  8</td>
<td></td>
<td>Silver Spring, MD</td>
<td>1992</td>
<td>35</td>
<td>4-6 P.M.</td>
<td>3</td>
<td>-</td>
<td>43</td>
<td>54</td>
<td>7,080</td>
<td>RBA</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>SIZE (1,000 SQ. FEET GFA)</th>
<th>VEHICLE FUELING POSITIONS</th>
<th>LOCATION</th>
<th>WEEKDAY SURVEY DATE</th>
<th>NO. OF INTERVIEWS</th>
<th>TIME PERIOD</th>
<th>PRIMARY TRIP (%)</th>
<th>NON-PASS-BY TRIP (%)</th>
<th>DIVERTED LINKED TRIP (%)</th>
<th>PASS-BY TRIP (%)</th>
<th>ADJ. STREET PEAK HOUR VOLUME</th>
<th>SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>.8</td>
<td>8</td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>61</td>
<td>7-9 A.M.</td>
<td>15</td>
<td>-</td>
<td>25</td>
<td>60</td>
<td>4,000</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.6</td>
<td>8</td>
<td>Louisville, KY</td>
<td>1993</td>
<td>48</td>
<td>7-9 A.M.</td>
<td>13</td>
<td>-</td>
<td>19</td>
<td>68</td>
<td>1,307</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.7</td>
<td>10</td>
<td>Louisville, KY</td>
<td>1993</td>
<td>47</td>
<td>7-9 A.M.</td>
<td>11</td>
<td>-</td>
<td>22</td>
<td>67</td>
<td>1,105</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.7</td>
<td>8</td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>n/a</td>
<td>7-9 A.M.</td>
<td>22</td>
<td>-</td>
<td>22</td>
<td>56</td>
<td>1,211</td>
<td>Barton-Aschman Assoc.</td>
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<tr>
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<td>n/a</td>
<td>7-9 A.M.</td>
<td>31</td>
<td>-</td>
<td>12</td>
<td>48</td>
<td>1,211</td>
<td>Barton-Aschman Assoc.</td>
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<tr>
<td>.8</td>
<td>n/a</td>
<td>Louisville area, KY</td>
<td>1993</td>
<td>75</td>
<td>7-9 A.M.</td>
<td>15</td>
<td>-</td>
<td>13</td>
<td>72</td>
<td>n/a</td>
<td>Barton-Aschman Assoc.</td>
</tr>
<tr>
<td>.8</td>
<td>8</td>
<td>Silver Spring, MD</td>
<td>1992</td>
<td>36</td>
<td>7-9 A.M.</td>
<td>14</td>
<td>-</td>
<td>39</td>
<td>47</td>
<td>3,095</td>
<td>RBA</td>
</tr>
<tr>
<td>.4</td>
<td>8</td>
<td>Derwood, MD</td>
<td>1992</td>
<td>46</td>
<td>7-9 A.M.</td>
<td>0</td>
<td>-</td>
<td>25</td>
<td>75</td>
<td>3,770</td>
<td>RBA</td>
</tr>
<tr>
<td>2.2</td>
<td>8</td>
<td>Kensington, MD</td>
<td>1992</td>
<td>31</td>
<td>7-9 A.M.</td>
<td>34</td>
<td>-</td>
<td>19</td>
<td>47</td>
<td>1,785</td>
<td>RBA</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>Silver Spring, MD</td>
<td>1992</td>
<td>35</td>
<td>7-9 A.M.</td>
<td>9</td>
<td>-</td>
<td>13</td>
<td>78</td>
<td>7,080</td>
<td>RBA</td>
</tr>
</tbody>
</table>

Average Pass-By Trip Percentage: 62
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 extend 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
Superintendent of Field Engineering

RW/rj

C: Thomas O. Myers, Jr. P.E.
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
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
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
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
5 January 2002

Mr. Ray C. Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
P.O. Box 12001
Charleston, SC 29422

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,

[Signature]

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
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-OCR. However, the submitted plan appears amenable to the existing DHEC-OCR regulatory constraints. The site may contain wetlands; thus a wetland delineation will be required. Also, DHEC-OCR 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-OCR approval of the project.

Sincerely,

Joseph Fersner, P.E.
Manager, Engineering and State Certifications
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:

<table>
<thead>
<tr>
<th>PDD-FV DENSITY/INTENSITY AND DIMENSIONAL STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINIMUM LOT AREA</td>
</tr>
<tr>
<td>MINIMUM LOT WIDTH</td>
</tr>
<tr>
<td>MINIMUM SETBACKS</td>
</tr>
<tr>
<td>Front/Street side</td>
</tr>
<tr>
<td>Interior Side</td>
</tr>
<tr>
<td>Rear</td>
</tr>
<tr>
<td>OCRM Critical Line</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>MAXIMUM BUILDING COVER</td>
</tr>
<tr>
<td>MAXIMUM HEIGHT</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Description</th>
<th>Acreage</th>
<th>Units</th>
<th>Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Town Homes</td>
<td>Mixed Use</td>
<td>40 D.U.</td>
<td>*</td>
</tr>
<tr>
<td>2. Apartments</td>
<td>Mixed Use</td>
<td>160 D.U.</td>
<td>*</td>
</tr>
<tr>
<td>- Over Retail</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Freestanding 120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>200 D.U.</td>
</tr>
</tbody>
</table>

* Overall density 3D.U./Ac

B. Commercial

<table>
<thead>
<tr>
<th>Description</th>
<th>Acreage</th>
<th>Structures</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Retail Sales/Services</td>
<td>Mixed Use</td>
<td>10 -16</td>
<td>350,000</td>
</tr>
</tbody>
</table>

C. Office

<table>
<thead>
<tr>
<th>Description</th>
<th>Acreage</th>
<th>Structures</th>
<th>Sq. Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Use</td>
<td>4 - 8</td>
<td></td>
<td>130,000</td>
</tr>
</tbody>
</table>
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>
<thead>
<tr>
<th>TABLE 6.1-1</th>
<th>PDD-FV (Freshfields Village)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Use permitted as a Matter-of-Right</td>
</tr>
</tbody>
</table>

### AGRICULTURAL USES

<table>
<thead>
<tr>
<th>ANIMAL PRODUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Aquaculture, including</td>
</tr>
<tr>
<td>Fish Farming, Fish Hatcheries, or</td>
</tr>
<tr>
<td>Shrimp or Shellfish Farming (in ponds)</td>
</tr>
<tr>
<td>Apiculture (Bee Keeping)</td>
</tr>
<tr>
<td>Horse or Other Animal Production</td>
</tr>
<tr>
<td>Concentrated Animal Feeding Operations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CROP PRODUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greenhouse Production or Food</td>
</tr>
<tr>
<td>Crops Grown Under Cover</td>
</tr>
<tr>
<td>Horticultural Production or</td>
</tr>
<tr>
<td>Commercial Nursery Operations</td>
</tr>
<tr>
<td>Hydroponics</td>
</tr>
<tr>
<td>Crop Production</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FORESTRY AND LOGGING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Timber Operations</td>
</tr>
<tr>
<td>Lumber Mills, Planing, or Saw Mills,</td>
</tr>
<tr>
<td>including Chipping or Mulching</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPORT ACTIVITIES FOR AGRICULTURE USES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Processing</td>
</tr>
<tr>
<td>Agricultural Sales or Services</td>
</tr>
<tr>
<td>Roadside Stands, including the sale</td>
</tr>
<tr>
<td>of sweetgrass baskets</td>
</tr>
</tbody>
</table>

### 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                            |
| 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

<table>
<thead>
<tr>
<th>Transitional Housing, including Homeless and Emergency Shelters, Pre-Parole Detention Facilities, or Halfway Houses</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIVIC/INSTITUTIONAL</td>
</tr>
<tr>
<td>COURTS AND PUBLIC SAFETY</td>
</tr>
<tr>
<td>Court of Law</td>
</tr>
<tr>
<td>Correctional Institutions</td>
</tr>
<tr>
<td>Parole Offices or Probation Offices</td>
</tr>
<tr>
<td>Safety Services, including Emergency Medical or Ambulance Service, Fire Protection, or Police Protection</td>
</tr>
<tr>
<td>DAY CARE SERVICES</td>
</tr>
<tr>
<td>Adult Day Care Facilities</td>
</tr>
<tr>
<td>Child Day Care Facilities, including Group Day Care Home or Child Care Center</td>
</tr>
<tr>
<td>Family Day Care Home</td>
</tr>
<tr>
<td>DEATH CARE SERVICES</td>
</tr>
<tr>
<td>Cemeteries or Crematories</td>
</tr>
<tr>
<td>Funeral Services, including Funeral Homes or Mortuaries</td>
</tr>
<tr>
<td>EDUCATIONAL SERVICES</td>
</tr>
<tr>
<td>Pre-school or Educational Nursery</td>
</tr>
<tr>
<td>School, Primary</td>
</tr>
<tr>
<td>School, Secondary</td>
</tr>
<tr>
<td>College or University Facility</td>
</tr>
<tr>
<td>Business or Trade School</td>
</tr>
<tr>
<td>Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools</td>
</tr>
<tr>
<td>HEALTH CARE SERVICES</td>
</tr>
<tr>
<td>Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities</td>
</tr>
<tr>
<td>Community Residential Care Facilities</td>
</tr>
<tr>
<td>Convalescent Services, including Nursing Homes</td>
</tr>
<tr>
<td>Counseling Services, including Job Training or Placement Services</td>
</tr>
<tr>
<td>Intermediate Care Facility for the Mentally Retarded</td>
</tr>
<tr>
<td>Public or Community Health Care Centers</td>
</tr>
<tr>
<td>Health Care Laboratories, including Medical Diagnostic or Dental Laboratories</td>
</tr>
<tr>
<td>Home Health Agencies</td>
</tr>
<tr>
<td>Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices</td>
</tr>
<tr>
<td>Outpatient Facilities for Chemically Dependent or Addicted Persons</td>
</tr>
<tr>
<td>Rehabilitation Facilities</td>
</tr>
<tr>
<td>Residential Treatment Facility for Children or Adolescents (mental health treatment)</td>
</tr>
<tr>
<td>MUSEUMS, HISTORICAL SITES AND SIMILAR</td>
</tr>
<tr>
<td>Historical Sites (Open to the Public)</td>
</tr>
<tr>
<td>Libraries or Archives</td>
</tr>
<tr>
<td>Museums</td>
</tr>
<tr>
<td>Nature Exhibition</td>
</tr>
<tr>
<td>Botanical Gardens</td>
</tr>
<tr>
<td>Zoos</td>
</tr>
</tbody>
</table>

**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 SIMILAR USES**
- 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 Co-generation Plants
  - Solid Waste Landfill (Public)
### TABLE 6.1-1 PDD-FV (Freshfields Village)

- Use permitted as a Matter-of-Right

<table>
<thead>
<tr>
<th>COMMERCIAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACCOMMODATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Bed and Breakfast Inns</td>
<td></td>
</tr>
<tr>
<td>Hotels or Motels</td>
<td></td>
</tr>
<tr>
<td>Rooming or Boarding Houses</td>
<td></td>
</tr>
<tr>
<td>RV (Recreational Vehicle) Parks or Campgrounds</td>
<td></td>
</tr>
<tr>
<td><strong>ANIMAL SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Kennel</td>
<td></td>
</tr>
<tr>
<td>Pet Stores or Grooming Salons</td>
<td></td>
</tr>
<tr>
<td>Small Animal Boarding (enclosed building)</td>
<td></td>
</tr>
<tr>
<td>Veterinary Services</td>
<td></td>
</tr>
<tr>
<td><strong>FINANCIAL SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Banks</td>
<td></td>
</tr>
<tr>
<td>Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers</td>
<td></td>
</tr>
<tr>
<td><strong>FOOD SERVICES AND DRINKING PLACES</strong></td>
<td></td>
</tr>
<tr>
<td>Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bars or Lounges</td>
<td></td>
</tr>
<tr>
<td>Catering Service</td>
<td></td>
</tr>
<tr>
<td>Restaurant, Fast Food, including Snack or Nonalcoholic Beverage Bars</td>
<td></td>
</tr>
<tr>
<td>Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants</td>
<td></td>
</tr>
<tr>
<td>Sexually Oriented Business</td>
<td></td>
</tr>
<tr>
<td><strong>INFORMATION INDUSTRIES</strong></td>
<td></td>
</tr>
<tr>
<td>Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices</td>
<td></td>
</tr>
<tr>
<td>Communications Towers</td>
<td></td>
</tr>
<tr>
<td>Data Processing Services</td>
<td></td>
</tr>
<tr>
<td>Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers</td>
<td></td>
</tr>
<tr>
<td><strong>OFFICES</strong></td>
<td></td>
</tr>
<tr>
<td>Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services</td>
<td></td>
</tr>
<tr>
<td>Government Office</td>
<td></td>
</tr>
<tr>
<td>Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services</td>
<td></td>
</tr>
<tr>
<td><strong>OTHER NONRESIDENTIAL DEVELOPMENT</strong></td>
<td></td>
</tr>
<tr>
<td>Convention Center or Visitors Bureaus</td>
<td></td>
</tr>
<tr>
<td>Heavy Construction Services or General Contractors, including Paving Contractors, or Bridge or Building Construction</td>
<td></td>
</tr>
<tr>
<td>Office/Warehouse Complex</td>
<td></td>
</tr>
<tr>
<td>Off-Premises Sign (e.g. Billboard)</td>
<td></td>
</tr>
<tr>
<td>TABLE 6.1-1</td>
<td>PDD-FV (Freshfields Village)</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Special Trade Contractors (Offices):</td>
<td>○</td>
</tr>
<tr>
<td>Building Equipment or other Machinery Installation Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Carpentry Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Concrete Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Drywall, Plastering, Acoustical or Insulation Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Electrical Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Excavation Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Masonry or Stone Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Painting or Wall Covering Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Plumbing, Heating or Air-Conditioning Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Roofing, Siding or Sheet Metal Contractors</td>
<td>○</td>
</tr>
<tr>
<td>Tile, Marble, Terrazzo or Mosaic Contractors</td>
<td>○</td>
</tr>
<tr>
<td>PARKING, COMMERCIAL</td>
<td>○</td>
</tr>
<tr>
<td>Parking Lots</td>
<td>○</td>
</tr>
<tr>
<td>Parking Garages</td>
<td>○</td>
</tr>
<tr>
<td>RENTAL AND LEASING SERVICES</td>
<td>○</td>
</tr>
<tr>
<td>Charter Boat or other Recreational Watercraft Rental Services</td>
<td>○</td>
</tr>
<tr>
<td>Commercial or Industrial Machinery or Equipment Rental or Leasing</td>
<td>○</td>
</tr>
<tr>
<td>Construction Tools or Equipment Rental</td>
<td>○</td>
</tr>
<tr>
<td>Consumer Goods Rental Centers</td>
<td>○</td>
</tr>
<tr>
<td>Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items</td>
<td>○</td>
</tr>
<tr>
<td>Heavy Duty Truck or Commercial Vehicle Rental or Leasing</td>
<td>○</td>
</tr>
<tr>
<td>Self-Service Storage / Mini Warehouses</td>
<td>○</td>
</tr>
<tr>
<td>Vehicle Rental or Leasing, including Automobiles, Light or Medium Duty Trucks, Motorcycles, Moving Vans, Utility Trailers, or Recreational Vehicles</td>
<td>○</td>
</tr>
<tr>
<td>REPAIR AND MAINTENANCE SERVICES</td>
<td>○</td>
</tr>
<tr>
<td>Boat Yard</td>
<td>○</td>
</tr>
<tr>
<td>Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops</td>
<td>○</td>
</tr>
<tr>
<td>Repair Service, Commercial, including Electric Motor Repair, Scientific or Professional Instrument Repair, Tool Repair, Heavy Duty Truck or Machinery Servicong and Repair, Tire Retreading or Recapping, or Welding Shops</td>
<td>○</td>
</tr>
<tr>
<td>Vehicle Repair, Consumer, including Muffler Shops, Auto Repair Garages, Tire or Brake Shops, or Body or Fender Shops</td>
<td>○</td>
</tr>
<tr>
<td>Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes</td>
<td>○</td>
</tr>
<tr>
<td>RETAIL SALES</td>
<td>○</td>
</tr>
<tr>
<td>Nonstore Retailers</td>
<td>○</td>
</tr>
<tr>
<td>Direct Selling Establishments</td>
<td>○</td>
</tr>
</tbody>
</table>

Office Use (No Material Storage)
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Shopping or Mail-Order Houses</td>
<td></td>
</tr>
<tr>
<td>Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers</td>
<td></td>
</tr>
<tr>
<td>Liquefied Petroleum Gas (Bottled Gas) Dealers</td>
<td></td>
</tr>
<tr>
<td>Vending Machine Operators</td>
<td></td>
</tr>
<tr>
<td>Building Materials or Garden Equipment and Supplies Retailers</td>
<td></td>
</tr>
<tr>
<td>Hardware Stores</td>
<td></td>
</tr>
<tr>
<td>Garden Supplies Centers</td>
<td></td>
</tr>
<tr>
<td>Outdoor Power Equipment Stores</td>
<td></td>
</tr>
<tr>
<td>Paint, Varnish, or Wallpaper Stores</td>
<td></td>
</tr>
<tr>
<td>Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops</td>
<td></td>
</tr>
<tr>
<td>Liquor, Beer, or Wine Sales</td>
<td></td>
</tr>
<tr>
<td>Retail Sales or Services, General</td>
<td></td>
</tr>
<tr>
<td>Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store</td>
<td></td>
</tr>
<tr>
<td>Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store</td>
<td></td>
</tr>
<tr>
<td>Convenience Stores</td>
<td></td>
</tr>
<tr>
<td>Drug Stores or Pharmacies</td>
<td></td>
</tr>
<tr>
<td>Duplicating or Quick Printing Services</td>
<td></td>
</tr>
<tr>
<td>Electronics, Appliance, or Related Products Store</td>
<td></td>
</tr>
<tr>
<td>Florist</td>
<td></td>
</tr>
<tr>
<td>Furniture, Cabinet, Home Furnishings, or Related Products Store</td>
<td></td>
</tr>
<tr>
<td>Pawn Shop</td>
<td></td>
</tr>
<tr>
<td>Private Postal or Mailing Service</td>
<td></td>
</tr>
<tr>
<td>Tobacconist</td>
<td></td>
</tr>
<tr>
<td>Warehouse Clubs or Superstores</td>
<td></td>
</tr>
<tr>
<td>Service Stations, Gasoline (with or without convenience stores)</td>
<td></td>
</tr>
<tr>
<td>Truck Stop</td>
<td></td>
</tr>
<tr>
<td>Vehicle Sales (new or used)</td>
<td></td>
</tr>
<tr>
<td>Automobile, or Light or Medium Duty Truck Dealers</td>
<td></td>
</tr>
<tr>
<td>Heavy Duty Truck or Commercial Vehicle Dealers</td>
<td></td>
</tr>
<tr>
<td>Manufactured (Mobile) Home Dealers</td>
<td></td>
</tr>
<tr>
<td>Motorcycle, Watercraft, or Recreational Vehicle Dealers</td>
<td></td>
</tr>
<tr>
<td>Vehicle Parts, Accessories or Tire Stores</td>
<td></td>
</tr>
</tbody>
</table>

**RETAIL OR PERSONAL SERVICES**

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumer Convenience Service</td>
<td></td>
</tr>
<tr>
<td>Automated Bank / Teller Machines</td>
<td></td>
</tr>
<tr>
<td>Drycleaners or Coin-Operated Laundries</td>
<td></td>
</tr>
<tr>
<td>Drycleaning or Laundry Pick-up Service Stations</td>
<td></td>
</tr>
<tr>
<td>Locksmith</td>
<td></td>
</tr>
<tr>
<td>One-Hour Photo Finishing</td>
<td></td>
</tr>
<tr>
<td>Tailors or Seamstresses</td>
<td></td>
</tr>
<tr>
<td>Hair, Nail, or Skin Care Services, including Barber Shops or Beauty Salons</td>
<td></td>
</tr>
</tbody>
</table>

*Use permitted as a Matter-of-Right*
### TABLE 6.1-1

**PDD-FV (Freshfields Village)**

- Use permitted as a Matter-of-Right

<table>
<thead>
<tr>
<th>VEHICLE STORAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Storage, including Bus BAMS, Boat or RV Storage, or Impound Yards</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WHOLESALE SALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Wholesalers, including Related</td>
</tr>
<tr>
<td>Beverage or Related Products Wholesalers, including Alcoholic Beverages</td>
</tr>
<tr>
<td>Book, Periodical, or Newspaper Wholesalers</td>
</tr>
<tr>
<td>Chemical Wholesalers (except Pharmaceutical Products, Fertilizers, or Pesticides)</td>
</tr>
<tr>
<td>Clay or Related Products Wholesalers</td>
</tr>
<tr>
<td>Computers or Electronic Products Wholesalers</td>
</tr>
<tr>
<td>Construction Material Wholesalers, including Brick, Cement, Concrete, Lumber, Millwork, Plywood, Shell, Stone, Wood Panel or other Related Materials</td>
</tr>
<tr>
<td>Electrical Equipment, Appliances or Components Wholesalers</td>
</tr>
<tr>
<td>Fabric or Apparel Wholesalers</td>
</tr>
<tr>
<td>Farm Supplies or Equipment Wholesalers</td>
</tr>
<tr>
<td>Flower, Nursery Stock or Florists' Supplies Wholesalers</td>
</tr>
<tr>
<td>Food or Related Products Wholesalers</td>
</tr>
<tr>
<td>Furniture, Cabinets, or Related Products Wholesalers</td>
</tr>
<tr>
<td>Glass or Related Products Wholesalers</td>
</tr>
<tr>
<td>Leather Products Wholesalers</td>
</tr>
<tr>
<td>Machinery, Tools, or Construction Equipment Wholesalers</td>
</tr>
<tr>
<td>Manufactured Home (Mobile Home) or other Prefabricated Structures Wholesalers</td>
</tr>
<tr>
<td>Metal or Mineral (except Petroleum) Wholesalers</td>
</tr>
<tr>
<td>Motor Vehicles (Commercial or Passenger) or Trailers Wholesalers, including Related Parts</td>
</tr>
<tr>
<td>Paint, Varnish or Related Supplies Wholesalers</td>
</tr>
<tr>
<td>Paper or Paper Products Wholesalers</td>
</tr>
<tr>
<td>Petroleum Wholesalers</td>
</tr>
<tr>
<td>Pharmaceutical Wholesalers</td>
</tr>
<tr>
<td>Plastics or Rubber Products Wholesalers</td>
</tr>
<tr>
<td>Professional or Commercial Equipment or Supplies Wholesalers, including Office, Medical, or Restaurant Equipment</td>
</tr>
<tr>
<td>Sign Wholesalers</td>
</tr>
<tr>
<td>Tobacco or Related Products Wholesalers</td>
</tr>
<tr>
<td>Toy or Artwork Wholesalers</td>
</tr>
<tr>
<td>INDUSTRIAL</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>INDUSTRIAL SERVICES</td>
</tr>
<tr>
<td>Drycleaning or Carpet Cleaning Plants</td>
</tr>
<tr>
<td>Launderies, Commercial</td>
</tr>
<tr>
<td>Photo Finishing Laboratories</td>
</tr>
<tr>
<td>Research and Development Laboratories</td>
</tr>
<tr>
<td>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</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MANUFACTURING AND PRODUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Manufacturing, including Related Parts</td>
</tr>
<tr>
<td>Beverage or Related Products Manufacturing, including Alcoholic Beverages</td>
</tr>
<tr>
<td>Cement or Concrete Products Manufacturing, including Concrete Batching or Asphalt Mixing</td>
</tr>
<tr>
<td>Chemical Manufacturing, including Pharmaceutical Products, Chemical Fertilizers or Pesticides</td>
</tr>
<tr>
<td>Clay or Related Products Manufacturing</td>
</tr>
<tr>
<td>Computers or Electronic Products Manufacturing</td>
</tr>
<tr>
<td>Electrical Equipment, Appliances or Components Manufacturing</td>
</tr>
<tr>
<td>Fabric or Apparel Manufacturing, including Textile Mills</td>
</tr>
<tr>
<td>Food or Related Products Manufacturing</td>
</tr>
<tr>
<td>Furniture, Cabinets or Related Products Manufacturing</td>
</tr>
<tr>
<td>Glass or Related Products Manufacturing</td>
</tr>
<tr>
<td>Leather Products Manufacturing, including Tanneries</td>
</tr>
<tr>
<td>Machinery, Tools, or Construction Equipment Manufacturing, including Farm Equipment</td>
</tr>
<tr>
<td>Manufactured Home (Mobile Home) or other Prefabricated Structures Manufacturing</td>
</tr>
<tr>
<td>Metal, Petroleum, Coal, and other Mineral Products Manufacturing, including Refineries</td>
</tr>
<tr>
<td>Motor Vehicle (Commercial and Passenger) or Trailer Manufacturing, including Related Parts</td>
</tr>
<tr>
<td>Paint, Varnish or Related Supplies Manufacturing</td>
</tr>
<tr>
<td>Plastics or Rubber Products Manufacturing</td>
</tr>
<tr>
<td>Printing Press Production or Lithography</td>
</tr>
</tbody>
</table>
### TABLE 6.1-1

**PDD-FV (Freshfields Village)**

- Use permitted as a Matter-of-Right

<table>
<thead>
<tr>
<th>Professional or Commercial Equipment or Supplies</th>
<th>Manufacturing, including Office, Medical, Restaurant Equipment, or Specialty Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pulp or Paper Mills</td>
<td>Rendering Plants</td>
</tr>
<tr>
<td>Sign Manufacturing</td>
<td>Slaughter House and Meat Packing</td>
</tr>
<tr>
<td>Stone or Shell Products</td>
<td>Tobacco Products Manufacturing</td>
</tr>
<tr>
<td>Toy or Artwork Manufacturing</td>
<td>Watercraft (Commercial or Recreational) Manufacturing, including Related Parts</td>
</tr>
<tr>
<td>Wood Products Manufacturing</td>
<td>Other Miscellaneous Manufacturing and Production</td>
</tr>
</tbody>
</table>

**WAREHOUSE AND FREIGHT MOVEMENT**

<table>
<thead>
<tr>
<th>Warehouse and Distribution Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Storage Plants</td>
</tr>
<tr>
<td>Freight Container Storage Yards, excluding Fuel Storage Facilities</td>
</tr>
<tr>
<td>Freight Forwarding Facilities, including Truck Terminals, Marine Terminals, or Packing and Creating Facilities</td>
</tr>
<tr>
<td>Fuel Storage Facilities, excluding Nuclear Fuels</td>
</tr>
<tr>
<td>Household Moving Storage</td>
</tr>
<tr>
<td>Grain Terminals and Elevators</td>
</tr>
<tr>
<td>Parcel Services</td>
</tr>
<tr>
<td>Retail Store Warehouses</td>
</tr>
<tr>
<td>Stockpiling of Sand, Gravel, or other Aggregate Materials</td>
</tr>
<tr>
<td>Storage of Weapons or Ammunition</td>
</tr>
</tbody>
</table>

**OTHER USES**

<table>
<thead>
<tr>
<th>RECYCLING SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling Center</td>
</tr>
<tr>
<td>Recycling Collection, Drop-Off</td>
</tr>
</tbody>
</table>

**RESOURCE EXTRACTION**

| Resource Extraction, including Borrow Pits, Mining, Oil or Gas Extraction, Quarries, or Sand or Gravel Operations |

**TRANSPORTATION**

<table>
<thead>
<tr>
<th>Aviation, including Private Air Strips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railroad Facility</td>
</tr>
<tr>
<td>Sightseeing Transportation, Land or Water</td>
</tr>
<tr>
<td>Taxi or Limousine Service</td>
</tr>
<tr>
<td>Urban Transit Systems</td>
</tr>
<tr>
<td>Water Transportation, including Coastal or Inland Water Passenger Transportation</td>
</tr>
</tbody>
</table>
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)
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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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

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.
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:

<table>
<thead>
<tr>
<th>PDD-CASSIQUE DENSITY/INTENSITY AND DIMENSIONAL STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAXIMUM DENSITY</strong></td>
</tr>
<tr>
<td><strong>MINIMUM LOT AREA</strong></td>
</tr>
<tr>
<td><strong>MINIMUM LOT WIDTH</strong></td>
</tr>
<tr>
<td><strong>MINIMUM SETBACKS</strong></td>
</tr>
</tbody>
</table>
| 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.

### 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
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:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>TMS Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1</td>
<td>205-00-00-077</td>
</tr>
<tr>
<td>Lot 20:</td>
<td>205-00-00-082</td>
</tr>
<tr>
<td>Lot 34:</td>
<td>205-00-00-078</td>
</tr>
<tr>
<td>Lot 35:</td>
<td>205-00-00-079</td>
</tr>
<tr>
<td>Lot 36:</td>
<td>205-00-00-080</td>
</tr>
<tr>
<td>Lot 37:</td>
<td>205-00-00-081</td>
</tr>
</tbody>
</table>
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
EXHIBIT C
AERIAL PHOTOGRAPHY
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.
EXHIBIT E
LETTERS OF INTENT TO PROVIDE SERVICES

Included in this exhibit are letters from principal service providers for development of the Real Property.
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,

[Signature]

Thomas A. Galitza
Manager
Seabrook Island Utility Commission
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

[Signature]

Ava Robichaux
General Manager

cc: Colleen Schild / BPB
24 August 2004

Mr. Ray C. Pantlik, P.E.
Director of Development
Kiawah Development Partners, Inc.
Charleston, SC 29422

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 your 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

<table>
<thead>
<tr>
<th>DENSITY/INTENSITY AND DIMENSIONAL STANDARDS</th>
<th>EXISTING (RSL)</th>
<th>PROPOSED (PDD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAXIMUM DENSITY</td>
<td>4 dwelling units per acre</td>
<td>4 dwelling units per acre [3]</td>
</tr>
<tr>
<td>MINIMUM LOT AREA</td>
<td>8,000 square feet</td>
<td>6,000 square feet</td>
</tr>
<tr>
<td>MINIMUM LOT WIDTH</td>
<td>60 feet [1]</td>
<td>60 feet</td>
</tr>
<tr>
<td>MINIMUM SETBACKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Side</td>
<td>5 feet</td>
<td>5 feet (house) 0 feet (garage/studio)</td>
</tr>
<tr>
<td>Rear</td>
<td>15 feet</td>
<td>10 feet</td>
</tr>
<tr>
<td>OCRM Critical Line</td>
<td>35 feet</td>
<td>30 feet (Ave.) (No less than 20 feet)</td>
</tr>
<tr>
<td>MAXIMUM BUILDING COVER</td>
<td>30% of lot</td>
<td>40% of parcel 60% of individual lot [5]</td>
</tr>
<tr>
<td>MAXIMUM HEIGHT</td>
<td>35 feet</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

[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.
[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.
Art. 4.22. Waterfront Development Standards

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<thead>
<tr>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
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<tbody>
<tr>
<td>Min. Lot Area (RSL)</td>
<td>12,000 sq.ft.</td>
<td>8,000 sq.ft.</td>
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<tr>
<td>Min. Lot Width (ft)</td>
<td>90</td>
<td>60</td>
</tr>
<tr>
<td>Min. Lot Width Average (ft.)</td>
<td>100</td>
<td>60</td>
</tr>
<tr>
<td>Building Setback from OCRM Critical Line (ft.)</td>
<td>35</td>
<td>30 (ave.) (no less than 20')</td>
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</table>

Sect. 9.5.4 Landscape Buffers

<table>
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<tr>
<th>Standard</th>
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<tr>
<td>4. Buffer Depth and County Standards</td>
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</tr>
<tr>
<td>Min. Buffer Depth (Buffer Type S1)</td>
<td>15'</td>
<td>12'</td>
</tr>
<tr>
<td>' For residential and amenity uses</td>
<td></td>
<td></td>
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<tr>
<td>5. Buffer Depth and Landscaping Standards</td>
<td></td>
<td></td>
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<tr>
<td>Min. Buffer Depth (Buffer Type B)</td>
<td>15'</td>
<td>12'</td>
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Sect. 9.7 Wetlands, Waterways and OCRM Critical Line

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<th>Standard</th>
<th>Existing</th>
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<tr>
<td>B. Buffer Depth and Setbacks</td>
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<tr>
<td>Min. Buffers/Setbacks (RSL Classification)</td>
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<td></td>
</tr>
<tr>
<td>Setback from OCRM Critical Line</td>
<td>35'</td>
<td>30' (ave.) (no less than 20')</td>
</tr>
</tbody>
</table>
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.
Ocean Park
Parcel 43 - Cougar Island
Future development to include 2 Ac. park

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:

RECOLTALS

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 cast, 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

THE OCEAN COURSE GOLF CLUB, LLC

By: ________________________________
Name: Roger M. Warren
Its: Vice-President and General Manager
Date: 5-3-09

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: March 12, 2011

Notary Public

[SEAL]
WITNESS the following signatures and seals.

**THE TOWN OF KIAWAH ISLAND**

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[Signature]

By: [Signature]
Name: [Signature]
Its: [Signature]
Date: 5 May 2009

 STATE OF South Carolina )
CITY/COUNTY OF Charleston ) to-wit:

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:

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
Its: President

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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
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.

[Signature]
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.

[Signature]
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 Mergers. 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: 500

Date: 3-7-07
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: 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
STATE OF SOUTH CAROLINA 

COUNTY OF CHARLESTON 

ACKNOWLEDGMENT 
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by G. Steven Orban, its Mayor, and Petra Reynolds, its Clerk of Council, this 16th day of October, 2012.

FRANCES K. MCELRENY 
Notary Public for South Carolina 
My Commission Expires: 2/7/2016
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 26th day of November, 2012.

(SEAL)

Notary Public for South Carolina  
My Commission Expires: 12-10-2020

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 26th day of November, 2012.

(SEAL)

Notary Public for South Carolina  
My Commission Expires: 12-10-2020
RECORDED

Date: November 8, 2012
Time: 2:32:02 PM

Book  Page  Doc Type
0290  099  Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

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MAKER: KIAWAH ISLAND ETC

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843-958-4800  101 MEETING STREET  CHARLESTON, SC 29401  www.charlestoncounty.org
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 concuring 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, 38CH119, 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...
undeveloped 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 cannot 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,
A 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
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 [Signature]  Date: 7/6/90

U.S. Army Corps of Engineers:  
Clarence [Signature]  Date: 8/1/90

South Carolina Historic Preservation Office:  Date: 7/12/90  
Mary Watson Edwards

Concur:  
[Signature]  7-17-90  
As Agent for KRA
EXHIBIT 18.1

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

LIMITED WAIVER UNDER  
DECLARATION OF KIAWAH ISLAND  
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 Z558, 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)

(Handwritten signature)

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: __________________________
Charles P. Darby, III
Its: President

AND

(CORP. SEAL)

(Handwritten signature)

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
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 of December, 2005.

[Signature] (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 of December, 2005.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: __1-19-11__
WHEREAS, the Town of Kiawah Island (hereinafter "Town") has designated, by ordinance, certain locations adjacent to the beach as emergency vehicular beach access points; and

WHEREAS, Kiawah Resort Associates, L.P. (hereinafter "KRA") owns the real property where these emergency vehicular beach access points are located, and the Kiawah Island Community Association, Inc. (hereinafter "KICA") has an easement from KRA over one or more of the emergency vehicular beach access points; and

WHEREAS, the Town desires KRA and KICA to allow it to use the designated emergency vehicular beach access points, as hereinafter described, under certain circumstances as further set forth herein, and KRA and KICA are willing to grant a license to the Town for such purposes on the terms and conditions set forth herein;

NOW, THEREFORE, in return for the mutual promises expressed herein and other legal consideration, the sufficiency of which is hereby acknowledged, this 31st day of December, 1993, the Town, KRA, and KICA agree to the following:

ONE: KRA, in its capacity as owner, hereby grants to the Town, its employees, and agents nonexclusive permission to reasonable and necessary use of the following emergency vehicular beach access points while such employees or agents of the Town are acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach:
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.
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
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)

BY

ITS

KIAWAH ISLAND COMMUNITY ASSN., INC. (seal)

BY

ITS

KIAWAH RESORT ASSOCIATES, L.P. (seal)

By: D&W Investments, Inc.
Its General Partner

BY

ITS

President

By: Betty R. Crow
ITS Secretary
EXHIBIT 31.2

STATE OF SOUTH CAROLINA
)
COUNTY OF CHARLESTON
)
GRANT OF EXCLUSIVE LICENSE
(Seach Access - Beachwalker Park)

KNOW ALL MEN BY THESE PRESENTS, that KIAWAH RESORT ASSOCIATES, L.P., (a Delaware limited partnership hereinafter sometimes referred to as the "Grantor") in the State aforesaid, for and in consideration of the Sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the TOWN OF KIAWAH ISLAND (a municipal corporation organized and existing under the laws of the State of South Carolina hereinafter sometimes referred to as the "Grantee") in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has and does hereby grant, subject to the conditions and reservations herein, unto the TOWN OF KIAWAH ISLAND, an exclusive license for vehicular access, ingress, and egress, as follows:

the "License"

An exclusive commercial license for vehicular access, ingress, and egress to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time, over, upon, and across that certain "10' Vehicular Access Area" leading in a generally north-south direction extending from a point on the westernmost boundary line of Beachwalker Drive to the mean high water mark as aforesaid, all as will more particularly appear by reference to a plat prepared by Southeastern Surveying, Inc., entitled "A PLAT OF A 10' VEHICULAR ACCESS AREA AT BEACHWALKER PARK OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated March 27, 1997, a copy of which said plat is attached hereto as Exhibit "A" and incorporated herein by reference.

Grantor hereby reserves unto itself and its successors the right to use the 10' Vehicular Access Area for any lawful purpose, without interfering with Grantee's use of the same.

The License herein granted shall be for the benefit and use of the Grantee, its agents, officers, employees, invitees, and permittees, but is not intended to create rights in the public or third parties other than as permittees from time to time of the Grantor. This License is not intended to and shall not create a common area or public area.

It is the intention of Grantor that the License be utilized for vehicular access to and from Beachwalker Road and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time, by Grantee and Grantee's agents, officers, employees, invitees, and permittees during the course and scope of their duties in responding to emergencies and other ordinary governmental functions on The Kiawah beachfront.

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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 Grantor 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 16th 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 recodification 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.
IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner, thereunto duly authorized and its seal to be hereunto affixed, this 10th 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:

Allison L. Bell

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
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 15th day of April, 1997.

[Signature]
Notary Public for South Carolina
My commission expires: 6-8-99

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IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by its officer(s) thereunto duly authorized and its seal to be hereunto affixed, this 24th day of April, 1997, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, and 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:

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

By: ____________________________
Ralph A. Mignoti, Mayor

Attest: _________________________
Rita Monroe
Clerk of Council

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

THE FOREGOING INSTRUMENT was acknowledged before me by the Town of Kiawah Island by Ralph A. Mignoti, Mayor, and attested to by __________________________, its Clerk of Council, this 24th day of April, 1997.

___________________________
(SEAL)
Notary Public for South Carolina
My commission expires:

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