

Newpoint

PROJECT MANUAL

FOR

ROAD PLANS & PROFILES
NEWPOINT
BEAUFORT, SOUTH CAROLINA

THE NEWPOINT COMPANY

JOB NO. 5643.00

DAVIS & FLOYD, INC.
CONSULTING ENGINEERS
GREENWOOD, SOUTH CAROLINA

ROAD PLANS & PROFILES
NEWPOINT
BEAUFORT, SOUTH CAROLINA

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NOTE: The section numbers are basically those identified by the five digit numbering system in the cost accounting guide of the uniform system for construction specifications. Divisions and Sections of the CSI format applicable under these Specifications are included and those not appearing are not applicable. In case of discrepancy between the Table of Contents and the Specifications, the Specifications shall govern.

DIVISION 2. SITE WORK

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SECTION 02100

CLEARING AND GRUBBING

PART 1 - GENERAL

RELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, materials, equipment, and services indicated on the Drawings, or specified herein, or reasonably necessary for or incidental to a complete job.

DESCRIPTION OF WORK

GENERAL: This work includes clearing, grubbing, removing, and disposing of all vegetation, debris, and obstructions within the construction limits or right-of-way except such objects as are designated to remain, or are to be otherwise removed in accordance with the Drawings or other sections of these Specifications. This work also includes the preservation from injury or defacement of all vegetation and objects designated to remain.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

CLEARING

GENERAL: Perform all clearing before other construction work in the same general area is started. This consists of clearing and removal from the site all trees, downed timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for fill material.

Trees unavoidably falling outside the specified limits must be cut up, removed and disposed of in a satisfactory manner. In order to minimize damage to trees that are to be left standing, fell trees toward the center of area being cleared. Preserve and protect from injury all trees not required to be removed; prune and paint all trees damaged by clearing operation in a satisfactory manner as approved by the Engineer.

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Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

GRUBBING

GENERAL: Grub and remove from the site all stumps, roots, matted roots, buried logs, brush, grass, foundations, and other unsatisfactory materials. Grub out tap roots over 1-1/2 inches in diameter to a depth of at least 18 inches below the surface of the ground. Remove all spoil material from the site or burn as herein described.

REMOVAL OF SPOIL MATERIALS

GENERAL: Remove all spoil materials from the site or burn on the site (if permitted by local law and the Owner) in strict accordance with local laws and regulations. Place piles for burning either in the cleared area near the center or in adjacent open areas where no damage to trees, other vegetation, or other property will occur. The Contractor will be responsible for controlling fires in compliance with all federal, state, and local laws and regulations relative to building fires at the site. Remove, or dispose of in an acceptable manner, all ashes resulting from burning.

PROTECTION OF EXISTING IMPROVEMENTS

GENERAL: Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place. Protect improvements on adjoining properties as well as those on Owner's property or easement. Restore any improvements to their original condition, as acceptable to the Owner or other parties or authorities having jurisdiction.

RIGHT TO WOOD AND LOGS

GENERAL: All logs and other wood removed in the course of clearing shall become the property of the Contractor and be removed from the job site.

(End of Section 02100)

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PART 1 - GENERALRELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, materials, equipment, and services indicated on the Drawings, or specified herein, or reasonably necessary for or incidental to a complete job.

DESCRIPTION OF WORK

GENERAL: The extent of excavation and backfill is limited to the areas of construction, and includes (but is not necessarily limited to) stockpiling of topsoil, site grading, excavation of footings and trenches, filling, backfilling, compaction, finish grading, and spreading of topsoil.

QUALITY ASSURANCE

REFERENCED STANDARDS: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified. Comply with the provisions of the following codes and standards, except as otherwise shown or specified.

ASTM D 698 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (305 mm) Drop

ASTM D 3282 Recommended Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

SOIL TESTING AND INSPECTION SERVICE: At the option of the Owner, compaction tests of all fill areas will be made by an independent testing laboratory. Rework any fill areas which fail to meet the compaction requirements as herein specified and perform this work at no additional cost to the Owner. Testing of fill areas will be provided by the Owner and paid for by the Owner, except that tests which reveal nonconformance with the Specifications and all succeeding tests for the same area, until conformance with the Specifications is established, shall be at the expense of the Contractor.

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JOB CONDITIONS

EXISTING UTILITIES: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of utility companies.

Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the Owner, and then only after acceptable temporary utility services have been provided.

Demolish, and completely remove from site, existing underground utilities that conflict with construction and are no longer active. Coordinate with utility companies for shut-off of services if lines are active.

TEMPORARY PROTECTION: Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

SHEETING AND BRACING: Make all excavations in accordance with the rules and regulations promulgated by the Department of Labor, Occupational Safety and Health Administration, "Safety and Health Regulations for Construction." Furnish, put in place, and maintain such sheeting, bracing, etc., as may be necessary to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation to less than that necessary for proper construction, or could otherwise injure or delay the work, or endanger adjacent structures, roads, utilities, or other improvements.

PART 2 - PRODUCTS

DEFINITIONS

SATISFACTORY SUBGRADE SOIL MATERIALS: Soils complying with ASTM D 3282, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

UNSATISFACTORY SUBGRADE SOIL MATERIALS: Soils described in ASTM D 3282, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7; also peat and other highly organic soils, unless otherwise acceptable to the Engineer.

COHESIONLESS SOIL MATERIALS: Gravels, sand-gravel mixtures, sands, and gravelly-sands.

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COHESIVE SOIL MATERIALS: Clayey and silty gravels, sand-clay mixtures, gravel-silt mixtures, clayey and silty sands, sand-silt mixtures, clays, silts, and very fine sands.

SOIL MATERIALS

BACKFILL AND FILL MATERIALS: Provide satisfactory soil materials for backfill and fill, free of masonry, rock, or gravel larger than 2 inches in any dimension, and free of metal, gypsum, lime, debris, waste, frozen materials, vegetable, and other deleterious matter. Use only excavated material that has been sampled, tested, and certified as satisfactory soil material.

PART 3 - EXECUTION

INSPECTION

GENERAL: Examine the areas and conditions under which excavating and backfilling is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

EXCAVATION

GENERAL: Excavation consists of the removal and disposal of all materials encountered for footings, foundations, pipework, and other construction as shown on the Drawings. Perform all excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

STRIPPING: Remove all topsoil, vegetable matter, and organic materials over proposed excavations. Stockpile the stripped materials which are suitable for reuse and preserve for respreading on completed surfaces. Protect and maintain topsoil stockpile until needed.

EXCAVATION CLASSIFICATION: All excavation will be performed as unclassified excavation.

SITE GRADING

GENERAL: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish the surface within specified tolerances; compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

GROUND SURFACE PREPARATION: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground sur-

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face prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface. Shape the subgrade as indicated on the Drawings by forking, furrowing, or plowing so that the first layer of new material placed thereon will be well bonded to it.

PLACEMENT AND COMPACTION: Place backfill and fill materials in layers not more than 6 inches in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to the required percentage of maximum density for each area classification. Do not place backfill or material on surfaces that are muddy, frozen, or contain frost or ice.

In areas not accessible to rollers or compactors, compact the fill with mechanical hand tampers. If the mixture is excessively moistened by rain, aerate the material by means of blade graders, harrows, or other approved equipment, until the moisture content of the mixture is satisfactory. Finish the surface of the layer by blading or rolling with a smooth roller, or a combination thereof, and leave the surface smooth and free from waves and inequalities.

Place backfill and fill materials evenly adjacent to structures, to the required elevations. Take care to prevent wedging action of backfill against structures. Carry the material uniformly around all parts of the structure to approximately the same elevation in each lift.

When existing ground surface has a density less than that specified under the subsection entitled COMPACTION for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

PLANTING AREAS: Finish areas to receive topsoil to within not more than one inch above or below the required subgrade elevations, compacted as specified, and free from irregular surface changes.

WALKS: Shape the surface of areas under walks to line, grade, and cross-section, with the finish surface not more than zero inches above or one inch below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains.

PAVEMENTS: Shape the surface of the areas under pavement to line, grade and cross section, with finish surface not more than 1/2-inch above or below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, discing, and any moisture or aerating required to provide the optimum moisture content for compaction.

Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials, using satisfactory soil material. Shape to line, grade, and cross section as shown on the Drawings.

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PROTECTION OF GRADED AREAS: Protect newly graded areas from traffic and erosion, and keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

RECONDITIONING COMPACTED AREAS: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather prior to acceptance of work, scarify surface, reshape, and compact to required density prior to further construction.

UNAUTHORIZED EXCAVATION: Unauthorized excavation consists of the removal of materials beyond indicated elevations without the specific direction of the Engineer. Under footings, foundations, bases, etc., fill unauthorized excavation by extending the indicated bottom elevation of the concrete to the bottom of the excavation, without altering the required top elevation. Lean concrete fill may be used to bring elevations to proper position only when acceptable to the Engineer. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

DEWATERING: Prevent surface water and subsurface or ground water from flowing into excavated areas by using berms or drainage ditches. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. Dispose of all water pumped or drained from the work in a suitable manner without undue interference with other work, damage to pavements, other surfaces or property. Provide suitable temporary pipes, flumes or channels for water which may flow along or across the site of the work.

MATERIAL STORAGE: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations.

EXCAVATION FOR STRUCTURES

GENERAL: Conform to elevations and dimensions shown within a tolerance of plus or minus one inch, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete. Final footing excavations should not be allowed to remain open overnight without covering unless permitted by Engineer.

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BACKFILL AROUND STRUCTURES

GENERAL: Unless otherwise specified or indicated on the Drawings, use suitable material for backfill which was removed in the course of making the construction excavations. Do not use frozen material for the backfill and do not place backfill upon frozen material. Remove previously frozen material before new backfill is placed.

MATERIAL: Approved selected materials available from the excavations may be used for backfilling around structures. Obtain material needed in addition to that of construction excavations from approved banks or other approved deposits. Furnish all borrow material needed on the work. Place and compact all material, whether from the excavation or borrow, to make a dense, stable fill. Use fill material which contains no vegetation, masses of roots, individual roots over 18 inches long or more than 1/2-inch in diameter, stones over 2 inches in diameter, or porous matter. Organic matter must not exceed minor quantities.

PLACING BACKFILL: Do not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking, or other damage. Make special leakage tests, if required, as soon as practicable after the structures are structurally adequate and other necessary work has been done. Use the best of the excavated materials in backfilling within 2 feet of the structure. Avoid unequal soil pressures by depositing the material evenly around the structure.

Place fill and backfill in layers not more than 6 inches thick, except as specified otherwise herein, and compact each layer evenly to the specified density. Do not backfill against concrete without Engineer's approval.

TRENCH EXCAVATION

GENERAL: Perform all excavation of every description and of whatever substance encountered so that pipe can be laid to the alignment and depth shown on the Drawings.

Brace and shore all trenches, where required, in accordance with the rules and regulations, promulgated by the Department of Labor, Occupational Safety and Health Administration, "Safety and Health Regulations for Construction".

Make all excavations by open cut unless otherwise specified or indicated on the Drawings.

WIDTH OF TRENCHES: Excavate trenches sufficiently wide to allow proper installation of pipe, fittings and other materials and not more than 12 inches clear of pipe on either side at any point. Do not widen trenches by scraping or loosening materials from the sides. Where supports, and sheeting and bracing are required, trench may be of extra width so as to permit the placing of the trench supporting material.

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TRENCH EXCAVATION IN EARTH: Earth excavation includes all excavation of whatever substance encountered. In locations where pipe is to be bedded in earth excavated trenches, fine grade the bottoms of such trenches to allow firm bearing for the bottom of the pipe on undisturbed earth. Where any part of the trench has been excavated below the grade of the pipe, fill the part excavated below such grade with pipe bedding material and compact at the Contractor's expense.

TRENCH EXCAVATION IN FILL: If pipe is to be laid in embankments or other recently filled material, first place the fill material to the finish grade or to a height of at least one foot above the top of the pipe, whichever is the lesser. Take particular care to ensure maximum consolidation of material under the pipe location. Excavate the pipe trench as though in undisturbed material.

TRENCH BOTTOM IN POOR SOIL: Excavate and remove unstable or unsuitable soil to a width and depth, as directed by the Engineer, and refill with a thoroughly compacted gravel bedding.

BELL HOLES: Provide bell holes at each joint to permit the joint to be made properly and to provide a continuous bearing and support for the pipe.

TRENCH BACKFILL

GENERAL: Unless otherwise specified or indicated on the Drawings, use suitable material for backfill which was removed in the course of making the construction excavations. Do not use frozen material for the backfill and do not place backfill on frozen material. Remove previously frozen material before new backfill is placed. Start backfilling as soon as practicable after the pipes have been laid, or the structures have been built and are structurally adequate to support the loads, including construction loads to which they will be subjected, and proceed until its completion.

With the exception mentioned below in this paragraph, do not backfill trenches at pipe joints until after that section of the pipeline has successfully passed any specified tests required. Should the Contractor wish to minimize the maintenance of lights, and barricades, and the obstruction of traffic, he may, at his own risk, backfill the entire trench as soon as practicable after installation of pipe, and the related structures have acquired a suitable degree of strength. He shall, however, be responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.

MATERIALS: The nature of the materials will govern both their acceptability for backfill and the methods best suited for their placement and compaction in the backfill. Both are subject to the approval of the Engineer. Do not place stone or rock fragments larger than 2 inches in greatest dimension in the backfill. Do not drop large masses of backfill material into the trench in such a manner as to endanger the pipe line. Use a timber grillage to break the fall of material dropped

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from a height of more than 5 feet. Exclude pieces of bituminous pavement from the backfill unless their use is expressly permitted.

ZONE AROUND PIPE: Place bedding material to the midpoint of the pipe and work material carefully around the pipe to ensure that all voids are filled, particularly in bell holes. For backfill up to a level of 2 feet over the top of the pipe, use only selected materials containing no rock, clods or organic materials. Place the backfill and compact thoroughly under the pipe haunches and up to the mid-line of the pipe in layers not exceeding 6 inches in depth. Place each layer and tamp carefully and uniformly so as to eliminate the possibility of lateral displacement. Place and compact the remainder of the zone around the pipe and to a height of one foot above the pipe in layers not exceeding 6 inches and compact to a maximum density of at least 100 percent as determined by ASTM D 698.

TAMPING: Deposit and spread backfill materials in uniform, parallel layers not exceeding 12 inches thick before compaction. Tamp each layer before the next layer is placed to obtain a thoroughly compacted mass. Furnish and use, if necessary, an adequate number of power driven tampers, each weighing at least 20 pounds for this purpose. Take care that the material close to the bank, as well as in all other portions of the trench, is thoroughly compacted. When the trench width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping (or rolling), the rate at which backfilling material is deposited in the trench shall not exceed that permitted by the facilities for its spreading, leveling and compacting as furnished by the Contractor.

Wet the material by sprinkling, if necessary, to ensure proper compaction by tamping (or rolling). Perform no compaction by tamping (or rolling) when the material is too wet either from rain or applied water to be compacted properly.

TRENCH COMPACTION: Compact backfill in pipe trenches to the maximum density as shown on the Drawings, or as listed in the subsection entitled COMPACTION, with a moisture content within the range of values of maximum density as indicated by the moisture-density relationship curve.

COMPACTION

GENERAL: Control soil compaction during construction providing at least the minimum percentage of density specified for each area classification.

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PERCENTAGE OF MAXIMUM DENSITY REQUIREMENTS: After compaction, all fill will be tested in accordance with Method "C" of ASTM D 698, unless specified otherwise. Except as noted otherwise for the zone around pipe, provide not less than the following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material-in-place:

STRUCTURE FOUNDATIONS:	Top 12" - 100%; remainder-95%.
UNPAVED AREAS:	Compact full depth to 92%
WALKWAYS:	Top 18" - 100%; remainder-95%.
DRIVES AND PARKING:	Top 24" - 100%; remainder-95%.
TRENCH BACKFILL (PAVED AREAS):	Top 18" - 100%; remainder-95%.
TRENCH BACKFILL (UNPAVED AREAS):	Compact full depth to 92%.
ALL OTHER BACKFILL:	Top 24"- 100%; remainder - 95%.

MOISTURE CONTROL: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value, as determined by moisture-density relation tests.

DISPOSAL OF SURPLUS MATERIAL

GENERAL: Upon approval of the Engineer, haul all surplus materials not needed or acceptable for backfill and legally dispose of it.

BORROW MATERIALS

GENERAL: Provide from off site all materials needed in addition to site excavations.

All borrow materials proposed for use must be approved by the Engineer before materials are hauled to the site. Notify the Engineer at least fourteen days in advance of hauling any borrow material to the site so that borrow materials can be tested before being used.

PROPERTY MARKERS: Replace property line markers which are disturbed or removed. Have this work performed by a Registered Land Surveyor.

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CARE AND RESTORATION OF PROPERTY

GENERAL: Use excavating machinery and cranes of suitable type and operate the equipment with care to prevent injury to remaining tree trunks, roots, branches and limbs.

Do not cut branches, limbs, and roots except by permission of the Engineer. Cut smoothly and neatly without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, neatly trim the cut or injured portions and cover with an application of grafting wax or tree healing paint as directed.

Do not operate tractors, bulldozers or other power-operated equipment on paved surfaces if the treads or wheels of the equipment are so shaped as to cut or otherwise injure the surfaces.

PROTECTION OF STREAMS

GENERAL: Exercise reasonable precaution to prevent the silting of streams. Provide at Contractor's expense temporary erosion and sediment control measures to prevent the silting of streams and existing drainage facilities.

EROSION CONTROL

GENERAL: Exercise precaution to prevent the erosion of disturbed surfaces. Provide temporary erosion and sediment control measures to prevent the silting of existing drainage facilities.

AIR POLLUTION

GENERAL: Comply with all pollution control rules, regulations, ordinances, and statutes which apply to any work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes, or any municipal regulations pertaining to air pollution.

During the progress of the work, maintain the area of activity, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride or more effective dust control, furnish and spread the material, as directed, and without additional compensation.

RESPREADING TOPSOIL

GENERAL: This work consists of preparing the ground surface for topsoil application and removing topsoil from stockpile and placing and spreading the topsoil on smooth, graded areas in accordance with these Specifications.

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Supply topsoil reasonably free from subsoil, clay lumps, stones, or other similar objects larger than 2 inches in greatest diameter, brush, stumps, roots, objectionable weeds or litter, excess acid or alkali, or any other material or substance which may be harmful to plant growth or a hindrance to subsequent smooth grading, planting, and maintenance operations.

Respread topsoil on all excavated areas and areas damaged by the work. Clear the surface of the areas to be topsoiled of all stones larger than 4 inches in greatest dimension and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, and the proper growth of the desired planting. Maintain the grades on the areas to be top-soiled in a true and even condition. Where grades have not been established, smooth grade the area and leave the surface at the prescribed grades in an even and properly compacted condition, which insofar as practical will prevent the formation of low places or pockets where water will stand.

Dump the topsoil in separate piles uniformly distributed on the designated areas so that when spread it will give a 4-inch depth of topsoil over the graded area. Leave in place the piles of topsoil on any given area until it has been determined that the requirements of the Specifications have been met and spreading has been authorized by the Engineer. Evenly spread the topsoil over the areas by a blade grader or other equipment. Spread in such a manner that grassing operations can proceed with a minimum of soil preparation or tilling. Correct any irregularities in the surface, resulting from topsoiling or other operations, insofar as practical to prevent the formation of low places and pockets where water will stand. Do not place topsoil when it or the ground surface is frozen, excessively wet, or in a condition otherwise unsatisfactory for preparation of planting surfaces or smooth grading operations.

After the topsoil has been spread and the area smoothed to the specified grades, clear the surface of all stones, roots, other objects larger than 2 inches in greatest diameter, and of all wire, brush or other objects that may interfere with subsequent planting or maintenance operations. Remove promptly any topsoil or other dirt which may be brought upon concrete or pavement as a result of hauling of topsoil.

(End of Section 02220)

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PART 1 - GENERALRELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, material, equipment, and services indicated on the Drawings or specified herein or reasonably necessary for and incidental to a complete job.

DESCRIPTION OF WORK

GENERAL: The work includes the installation and testing of all reinforced concrete pipe shown on the Drawings.

QUALITY ASSURANCE

REFERENCED STANDARDS: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise indicated.

- | | |
|------------|--|
| ASTM C 76 | Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe. |
| ASTM C 150 | Specification for Portland Cement. |
| ASTM C 443 | Specification for Joints for Circular Concrete Sewer Sewer and Culvert Pipe, Using Rubber Gaskets. |

MANUFACTURER'S QUALIFICATIONS: Only the products of a manufacturer regularly engaged in the manufacture of pipe used for the conveyance of storm water will be acceptable.

INSPECTION AND ACCEPTANCE OF PIPE: Acceptance will be on the basis of plant load-bearing tests, material tests, and inspection of manufactured pipe for visual defects and imperfections. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to inspection by the Engineer. Inspection may be made at the place of manufacture, or on the job site after delivery, or at both places and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though sample pipe units may have been accepted as satisfactory at the

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place of manufacture. All pipe which is rejected must be immediately removed from the project site by the Contractor.

PART 2 - PRODUCTS

MANUFACTURE OF PIPE

GENERAL: Provide new pipe complying with ASTM C 76, and with the additional requirements specified herein. Unless otherwise noted on the Drawings, provide Class III pipe with Wall B. Provide pipe with an interior surface which is free from roughness, projections, indentations, offsets or irregularities of any kind.

PIPE LENGTHS: Provide pipe in nominal 4 foot lengths. Shorter lengths may be used where required by Construction details or when approved by the Engineer.

LIFT HOLES: Lift holes will not be permitted in pipe.

REINFORCEMENT: Reinforce pipe in accordance with ASTM C 76.

CEMENT: Use Type I cement conforming to ASTM C 150.

ADMIXTURES: Do not use admixtures without prior written approval of the Engineer.

CURING: Steam cure pipe in accordance with ASTM C 76.

MARKING: Mark all pipe in accordance with ASTM C 76; no pipe will be accepted unless these markings appear on all pipe.

JOINTING

GENERAL: Use rubber gaskets for flexible watertight joints. Conform to ASTM C 443.

ADAPTERS: Provide flexible coupling adapters for connecting reinforced concrete pipe to pipe of other materials. Provide adapters equal to the 1000 Series as manufactured by Fernco and distributed by Jones Manufacturing Co., Inc., Birmingham, AL.

PART 3 - EXECUTION

INSPECTION

GENERAL: Examine the areas and conditions under which the pipe is to be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with

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the work until unsatisfactory conditions have been corrected in an acceptable manner.

EXCAVATION

GENERAL: Excavate trenches in accordance with Section 02220, EXCAVATION AND BACKFILL.

PIPE HANDLING

GENERAL: Transport pipe to the job site and handle in such a manner as not to damage the pipe.

STOCKPILING: Stockpile within the rights-of-way so that no dangerous conditions will exist to life or property. Store pipe so that damage to surfaces and/or structures will be prevented. Provide suitable devices to support pipe when it is lifted.

PIPE INSTALLATION

GENERAL: Adhere to the rules, regulations and requirements of OSHA, Occupational Safety and Health Act.

PRECAUTIONS: Lay pipe in dry trenches only. Keep all trenches completely free of water during bedding, laying and jointing of pipe. Dewater and use sheeting where required by field conditions. Pump or drain all water away from the work and dispose of in a suitable manner so that no damage occurs outside the construction easement. Do not permit water to rise in an unbackfilled trench after pipe has been placed. Promptly repair any damage within the construction easement.

TOLERANCES: Unless otherwise directed by the Engineer in writing, lay all pipe straight between changes in alignment and at uniform grade between change in grade. When jointed in the trench, the pipe shall form a true and smooth line.

PIPE LENGTHS: Lay pipe in nominal 4 foot lengths; except the joints adjacent to any manhole which is not cast integrally with the horizontal conduit shall have a maximum length of 2 feet.

PLACING PIPE IN TRENCH: After delivery alongside the trench, visually inspect each length of pipe for damaged surfaces, breakage and conformance to specifications.

Pipe may be marked with paint or other permanent marking material so that the marks are plainly visible after installation in the trench and before the pipe is covered. Reject, stockpile, and remove from the site all pipe not conforming to specifications.

Where no other bedding is indicated, place pipe on a shaped bed of undisturbed material. Before pipe is placed on the bedding material, excavate suitable bell holes so that after placement of the pipe, only

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the barrel receives bearing pressure from the supporting material. Support the entire length of the unit.

Place pipe into its position in the trench in such manner and by such means as approved by the Engineer. Furnish approved devices to support all parts of the pipe unit when it is lifted. Protect pipe during handling against impact shocks and free falls. Do not permit hooks to come in contact with premoulded joint surfaces. Lower pipe into position in the trench and joint without disturbing the bedding or adjoining section of pipe.

Handle pipe having premoulded joint rings or attached couplings so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Take care to avoid dragging the spigot ring on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects. Do not subject the bell and spigot sections to direct stress of any kind except that required to effect the jointing.

PIPE LAYING: Unless otherwise shown on the Drawings, lay all pipe in open trench construction. Start laying pipe at the lowest point and install the pipe so that the spigot end points in the direction of flow. Lay pipe to conform to the lines and grades indicated on the Drawings, unless otherwise directed by the Engineer in writing.

Clean all joint surfaces after the pipe units are aligned in the trench and are ready to be joined. Immediately before jointing the pipe, lubricate the bell or groove in accordance with the manufacturer's recommendations. Then carefully push pipe unit into place without damage to the pipe or gasket. Use suitable devices to force the pipe together so that they will fit with a minimum open recess inside or outside and so that they will have tightly sealed joints. Lay each pipe unit to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

Immediately after the pipe units are put together, inspect the position of the gasket in the joint using an approved feeler gauge to make sure it is properly positioned. Pull apart and remake all joints, using new gaskets, if the gasket has become damaged or improperly positioned.

Make all joints in accordance with manufacturer's recommendations which are subject to approval by the Engineer. Prior to backfill, fill bell holes with bedding materials and compact so that the spigot will not move in the bell of the adjoining pipe under backfill load. Do not permanently support pipe on saddles, blocking or boulders.

TEMPORARY PLUGS: At all times when pipe laying is not actually in progress, close the open end of pipe by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, do not remove the plug until all danger of earth or other material entering the pipe has passed.

BACKFILL: When pipe has been properly bedded and all joints have been grouted, backfill trenches in accordance with Section 02220, EXCAVATION AND BACKFILL.

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CLEAN UP

GENERAL: Follow backfill, as closely as conditions will allow, with clean up operations.

Prior to final acceptance, clean interior of all pipe of debris and silting.

(End of Section 02451)

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PART 1 - GENERALRELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, materials, equipment and services indicated on the Drawings, or specified herein, or reasonably necessary for or incidental to a complete job.

DESCRIPTION OF WORK

GENERAL: This work includes the construction of all catch basins shown on the Drawings or as specified herein.

QUALITY ASSURANCE

REFERENCED STANDARDS: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

ASTM A 48	Specification for Gray Iron Castings
ASTM A 536	Specification for Ductile Iron Castings
ASTM C 32	Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C 144	Specification for Aggregate for Masonry Mortar
ASTM C 150	Specification for Portland Cement
ASTM C 207	Specification for Hydrated Lime for Masonry Purposes
ASTM C 270	Specification for Mortar for Unit Masonry
ASTM C 361	Specification for Reinforced Concrete Low-Head Pressure Pipe
ASTM C 478	Specification for Precast Reinforced Concrete Manhole Sections

SUBMITTALS

SHOP DRAWINGS; CATCH BASIN FRAMES, COVERS, GRATES, AND STEPS: Submit for approval shop drawings for catch basin frames, covers, grates, and steps.

PART 2 - PRODUCTS

MATERIAL

GENERAL: Unless otherwise noted on the Drawings, the Contractor has the option of providing catch basins constructed of brick or precast concrete.

CATCH BASIN BASES, CAST-IN-PLACE: Construct bases using 3000 psi. concrete.

Acceptance of the sections will be on the basis of material tests and inspection of the completed project.

CATCH BASIN STEPS, CAST IRON: Unless otherwise noted on the Drawings, provide the following cast iron steps conforming to the requirements of ASTM A 48:

Brick Catch Basin: Neenah Foundry R-1980-J, Sumter Machinery Co. Step No. 9, or equal.

FRAMES, COVERS, AND GRATES: Provide gray cast or ductile iron castings conforming to ASTM A 48 or ASTM A 536, respectively. Use castings for the catch basin frames, covers, and grates which are of good quality, strong, tough, evengrained cast-iron, smooth, free from scale, lumps, blisters, sandholes and defects of every nature which would render them unfit for the service for which they are intended. Either machine horizontal bearing surfaces to true surfaces to prevent rocking or provide an approved non-rocking device.

Provide catch basin frames, covers, and grates designed to withstand a traffic wheel loading of 16,000 pounds/axle in accordance with current AASHTO specifications.

BRICK: Unless otherwise noted, provide standard size brick (8 inches long x 2-1/4 inches high x 3-5/8 inches wide), Grade SM, conforming to the requirements of ASTM C 32 except that the mean of 5 absorption tests must not exceed 8 percent by weight. Use brick which are sound, hard, uniformly burned, regular and uniform in shape and texture, and free of chips, cracks and other defects that impair strength or usefulness.

PORTLAND CEMENT: ASTM C 150, Type II. Use Type III high-early-strength as required for laying masonry in cold weather.

HYDRATED LIME: ASTM C 207, Type S.

AGGREGATES: ASTM C 144 graded with 100% passing the No. 16 sieve.

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WATER: Clean, free of deleterious materials which would impair strength or bond.

ADMIXTURES: Anti-freeze and accelerating compounds will not be allowed.

PART 3 - EXECUTION

INSPECTION

GENERAL: Examine the areas and conditions under which catch basins will be installed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

BASES: Catch basin bases to be cast-in-place as indicated on the Drawings.

FRAMES, COVERS, AND GRATES: Set catch basin frames with the tops conforming accurately to the grade of the pavement or finished ground surface or as indicated on the Drawings or as directed. Set frames concentric with the top of the masonry and in a full bed of mortar so that the space between the top of the catch basin masonry and the bottom flange of the frame shall be completely filled with mortar and made watertight. Place a thick ring of mortar extending to the outer edge of the masonry all around the bottom flange. Finish the mortar flush with the top of the flange and with a slight slope to shed water away from the frame.

Leave catch basin covers or grates in place in the frames on completion of other work at the catch basin.

BRICK CATCH BASINS

MORTAR: Comply with the requirements of ASTM C 270. Unless directed otherwise by the Engineer, mix mortar in the following proportions (by volume):

- 1 part Portland Cement
- 1/2 part Hydrated Lime
- 4-1/2 parts Sand

LAYING BRICK: Use only clean brick. Moisten as directed until bricks are neither so dry as to absorb water from the mortar, nor so wet as to be slippery when laid. Lay each brick in a full bed of mortar without requiring subsequent grouting, flushing, or filling.

Lay brick in level courses with mortar joints approximately 1/2" wide and uniform in thickness. Tool exposed joints and strike flush joints which will be plastered.

Set entering pipe as the work progresses. Completely fill the space between the pipe and masonry to insure a watertight seal.

Build steps into the catch basin and align so as to form a continuous ladder with the steps equally spaced vertically at not more than 16 inches on center. Embed steps into the wall a minimum of 3 inches and allow each step to project a minimum of 4 inches from the wall measured from the point of embedment.

PROTECTION: Do not allow masonry and plaster to dry out rapidly; keep moist with burlap or other approved means. Protect masonry from weather and frost as required.

(End of Section 02567)

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PART 1 - GENERALRELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, material, equipment, and services indicated on the Drawings, or specified herein, or reasonably necessary for and incidental to a complete job.

DESCRIPTION OF WORK

GENERAL: The extent of bituminous paving is shown on the Drawings and includes bituminous paving of roads.

The work includes the placement of a coquina shell base course upon a prepared subgrade, and wearing surface of hot laid asphaltic concrete.

QUALITY ASSURANCE

REFERENCED STANDARDS: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified.

SCHD	South Carolina State Highway Department Standard Specifications for Highway Construction, Edition of 1986
------	---

QUALIFICATIONS OF WORKMEN: Assign at least one person who is thoroughly trained and experienced in the skills required, who is completely familiar with the design and application of the work described for this Section, and who will be present at all times during progress of the work of this Section and direct all work performed under this Section.

For actual finishing of asphaltic concrete surfaces and operation of the required equipment, use only personnel thoroughly trained and experienced in the skills required.

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JOB CONDITIONS

WEATHER LIMITATIONS: Construct bituminous surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when the weather is not rainy. Base course may be placed when air temperature is not below 30 degrees F. and rising, unless otherwise directed by the Engineer.

DUST CONTROL: Use all means necessary to prevent the spread of dust during performance of the work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the job site.

PROTECTION: Use all means necessary to protect pavement materials before, during, and after installation, and to protect the installed work and materials of all other trades.

REPLACEMENTS: In the event of damage, immediately make all repairs and replacements necessary, to the approval of the Engineer, and at no additional cost to the Owner.

PRODUCT DELIVERY

GENERAL: Transport asphalt cement mixtures from the mixing plant to the project site in trucks having tight, clean compartments. Provide covers over asphalt cement mixture when delivering to protect the mixture from weather and to prevent loss of heat. During periods of cool weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

PART 2 - PRODUCTS

COQUINA SHELL BASE COURSE: Comply with the applicable Subsections of SCHD Specifications, Section 304, COQUINA SHELL BASE COURSE.

HOT LAID ASPHALT CONCRETE SURFACE COURSE: Comply with the requirements of SCHD Specifications, Section 403, HOT LAID ASPHALT CONCRETE SURFACE COURSE.

Composition of Mixture: Comply with the requirements of SCHD Specifications subsection 403.03, Composition of Mixture, Type 2. Furnish samples if requested by the Engineer.

PART 3 - EXECUTION

INSPECTION

GENERAL: Examine the areas and conditions under which the bituminous paving will be installed and notify the Engineer in writing of condi-

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tions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

Verify that pavement may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

INSTALLATION, GENERAL

SUBGRADE: Preparation of the subgrade is covered in the applicable provisions of Section 02220, EXCAVATION AND BACKFILL. Construct the subgrade to consist of compacted fill material specified in the referenced section.

LOOSE MATERIAL: Remove all loose material from the compacted subgrade surface immediately before placing bituminous materials.

PROOF-ROLL: Proof-roll prepared subgrade surface to check for unstable areas and the need for additional compaction. Notify the Engineer of unsatisfactory conditions. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

THICKNESSES: Install thicknesses of base courses and surface courses as indicated on the Drawings for varying traffic and loading conditions.

In-place compacted thicknesses will not be acceptable if exceeding the following allowable variation from thicknesses shown on the Drawings:

Base Course: 1/2", plus or minus.

Surface Course: 1/4", plus or minus.

SURFACE SMOOTHNESS: Test the finished surface of each asphalt concrete course for smoothness, using a 10' straightedge applied parallel with, and at right angles to, centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

Base Course Surface: 1/4".

Wearing Course Surface: 3/16".

Check surfaced areas at intervals as directed by the Engineer. Test crowned surfaces with a crown template, centered and at right angles to the crown. Surfaces will not be acceptable if the finished crown surfaces vary more than 1/4" from the crown template.

GRADE CONTROL: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

FRAME ADJUSTMENTS: Set frames for manholes and other such units, within areas to be paved, to final grade as part of this work. Include existing frames or new frames furnished in other sections of these Specifica-

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tions. Surround frames set to grade with a ring of compacted asphalt concrete base prior to paving. Place asphalt concrete mixture up to one inch below top of frame; slope to grade, and compact with hand tamp.

Adjust frames as required for paving. Provide temporary closures over openings until completion of rolling operations. Remove closures at completion of the work. Set cover frames to grade, flush with surface of adjacent pavement.

EQUIPMENT: The method employed in performing the work and all equipment, plant, machinery and tools, used in handling the materials and performing any part of the work shall be subject to the approval of the Engineer before work is started, and when found unsatisfactory shall be changed and improved as required. All equipment, tools, machinery and plants used must be maintained in a satisfactory working condition. Comply with the requirements of SCHED Specifications, subsections 401.06 through 401.11 inclusive.

CONSTRUCTION REQUIREMENTS: Comply with the requirements of SCHED Specifications, subsection 401.13 through subsection 401.27 inclusive.

COQUINA SHELL BASE COURSE

GENERAL: The work consists of a base course composed of coquina shell material constructed on a prepared subgrade in compliance with these specifications and conforming to the lines, grades, dimensions and cross-sections shown on the Drawings or as directed by the Engineer.

CONSTRUCTION REQUIREMENTS: Comply with the requirements of SCHED Specifications, Subsection 304.06 through 304.12 inclusive.

HOT LAID ASPHALT CONCRETE SURFACE COURSE

GENERAL: This work consists of a surface course composed of mineral aggregate and asphalt cement, mixed in an approved plant and constructed on a prepared surface in accordance with these specifications and conforming to the lines, grades, dimensions, thickness and typical cross section shown on the Drawings or as otherwise specified.

CONSTRUCTION REQUIREMENTS: Comply with the requirements of SCHED Specifications, subsection 403.05, Equipment Requirements, and subsection 403.06, Construction Requirements.

TYING TO EXISTING BITUMINOUS PAVEMENT: Where new pavement ties to existing pavement, cut the existing pavement to a straight line and completely remove all materials on the new pavement side of the cut and replace with new materials. Coat the cut line with a tack coat to furnish a bond between the existing surface course and the new surface course. Do not allow the new work to overlap the existing work. Notify the proper authorities at least 10 days before beginning the work of tying to the existing work.

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DELAY OF SURFACE COURSE INSTALLATION: Install the base course during construction of the project. Immediately prior to the completion of the project, bring the base course to the specified thickness, true the edges, then apply the surface course.

DRAINAGE: Crown or slope all paved areas for complete water drainage under all weather conditions. If required by the Engineer, hose down the surface to demonstrate proper drainage at the preliminary review when the project is completed and again at the end of the one year guarantee period. Remove and replace any area that shows puddling 30 minutes after hosing, at no additional cost to the Owner.

REMEDIAL MEASURES: Upon direction of the Engineer, cut out and/or rework all surfaces and subgrade areas which do not meet the requirements of this Section; perform all remedial measures at no additional cost to the Owner.

CLEAN UP: Upon completion of paving, remove all surplus materials, dunnage, cartons, and other debris resultant from work of this Section. Leave entire work in satisfactory, acceptable, broom-clean condition.

(End of Section 02612)

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PART 1 - GENERALRELATED DOCUMENTS

GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, materials, equipment and services indicated on the Drawings, or specified herein, or reasonably necessary for or incidental to a complete job.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTIONCLEANING UP

GENERAL: During progress of the work, keep the site and affected adjacent areas cleaned up. Remove all rubbish, surplus materials and unneeded construction equipment and repair all damages so that the public and property owners will be inconvenienced as little as possible.

Where materials or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, by workdone under this contract, or elsewhere during the course of the Contractor's operations, remove and satisfactorily dispose of such material or debris during the progress of the work. Upon completion of the work, leave all ditches, channels, drains, pipes, structures and work, etc., in a clean and neat condition.

On or before completion of the work, unless otherwise directed or permitted in writing, tear down all temporary buildings and structures built by the Contractor for his own use. Remove all temporary works, tools, and machinery or other construction equipment furnished by Contractor. Remove all rubbish from any grounds which have been occupied by the Contractor; leave the roads and all parts of the premises and adjacent property affected by Contractor's operations in a neat and satisfactory condition.

Remove, acceptably disinfect, and cover all organic matter and materials containing organic matter in, under and around all privies, houses, and other buildings used.

Restore or replace, when and as directed, any public or private property damaged by Contractor's work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of the

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DATE: 10/91

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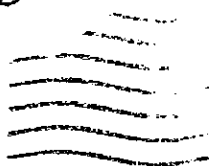
operations. Perform, as required, all necessary highway or driveway re-shaping of shoulders and ditches, walks and landscaping work. Use suitable materials, equipment and methods for such restoration. The Contractor shall be responsible for obtaining releases from the various property owners, stating that all restoration work is satisfactory.

(End of Section 02995)

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DATE: 10/91

02995-2

00032



00033

Zoning and Development Administration
Rte. 8 - Box 274
Beaufort, S.C.

29902

ATTN: Gordon Chrispin,
Chairman

Mrs. John Williams Fox
Settlers' Cove
Beaufort, South Carolina 29902

December 18, 1991

Beaufort Development Review Committee
Beaufort, South Carolina

Dear Committee Members:

I am writing to protest as strongly as possible the plan for the development of the property adjacent to Bluff Farm.

The density of houses is totally unacceptable.

- #1. Septic tanks would be saturating the earth to the point where they would produce a health hazard.
- #2. With such tiny lots, there would be no space left after a house was built to allow the beautiful trees now on the property to remain. That entire beautiful property would be totally stripped of its vegetation.

For those of us who live on Lady's Island and care for its future, I appeal to you to deny permission for this development. It is totally out of keeping with the desires and needs of this community.

If you are at all interested in protecting our area and are interested in promoting development which will enhance our environment and the Island's natural beauty, you will say "NO" to such a needless saturation. Please do not let this destructive plan take place.

HOPEFULLY and Sincerely,

Ella W. Fox
Ella W. Fox

00034

16 Settlers' Cove

Beaufort, South Carolina 29902

Mr. Gordon Crispin, Chairman
Zoning and Development Administration
Beaufort County, South Carolina

00035

P.O. Box 2355 • Beaufort, S.C. 29901


NEWPOINT

SAVANNAH, GA 314
PM
JAN 27 1992



GORDON CRISPEN
RT. 8. Box 274
BEAUFORT, SC 29902

00036

15 Hayek Street
Beaufort, SC 29907
November 12, 2003

Hillary Austin
Planning Administrator
County of Beaufort


Dear Ms. Austin:

As a resident and board member of the Newpoint Community Association, I want to express my firm opposition to any subdivision of lots on Hayek Street or any other site in the Newpoint development. A recent vote of the association residents was decisively against any subdivision of these Hayek Street lots.

Enclosed is a copy of a petition signed by 82 Newpoint residents indicating their position of opposition to the lot subdivision proposed by developer Tom Graham and the Newpoint Company.

Please consider this letter and petition as evidence for denial of any proposal to subdivide Newpoint lots.

Thank you for your time and attention.

Sincerely,

Harold Schor

NEWPOINT

P.O. Box 2355 Beaufort, S.C. 29901 803 522-9313

January 8, 1992

Mr. Gordon Crispin
Zoning And Development Administrator
Route 8 Box 274
Beaufort, SC 29902

Dear Mr. Crispin:

Please allow this document to become part of the file for the masterplan of Newpoint.

Because of existing homes in Bluff Farm Subdivision, the developer hereby agrees that before any alley-way is constructed between Newpoint subdivision and lots located in the Bluff Farm subdivision, the developer will build a six foot high, privacy fence of stained wood along the property line separating the alley from the Bluff Farm lots.

The developer agrees to do this in the spirit of good neighborliness to protect the privacy of existing homes in Bluff Farm.

Sincerely,



Vincent G. Graham



NEWPOINT

FAX TRANSMISSION

TO: GORDON CRICHTON

FROM: VANCE GRAHAM

DATE: 1-8-92

PAGES: 2

REGARDING:

The Newpoint Company
P.O. Box 2355 Beaufort, S.C. 29901
(803) 522-9313

00039

January 10, 1992

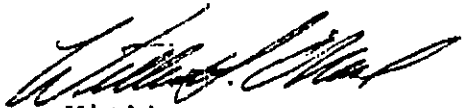
Mr. Vincent G. Graham
The Newpoint Company
P. O. Box 2355
Beaufort, S. C. 29901

Dear Vince,

I want to thank you for meeting with me earlier this week to discuss your proposed development and listen to my concerns. I appreciate your willingness to provide a 6' wooden privacy fence along the property line separating your alley way from the Bluff Farm lots. This alleviates my concerns regarding possible nuisance created by the close proximity of traffic to my back door.

Thank you again for your cooperation and willingness to be a good neighbor. It is my sincere wish that your development is both successful and profitable.

Sincerely,
BESinc



William G. O'Neal, P. E.
President

WGO/bk
cc: Gordon Crispin



601 Devine Street, Columbia, SC 29201 803-254-5289 • P.O. Box 2060, Beaufort, SC 29901 803-522-2094

FAX TRANSMISSION TO FOLLOW

DATE: 1-10 NUMBER OF PAGES 2
(INCLUDES THIS SHEET)

NOTE: IF ALL PAGES ARE NOT RECEIVED OR THERE ARE QUESTIONS, PLEASE
CALL THE VERIFYING NUMBER BELOW.

TO: S. Crispin FROM: W. P. O'Neal

CO. NAME _____ SUBJECT: _____

FAX NO.: 846-3919 FAX NO.: (803) 522-2096

VERIFYING NO.: (803) 522-2094

REMARKS:

Master plan

PUD in DD zone proposal is
consistent with zoning
request is for 129 S/F lots
on 53.6 acres w/ 5.9 open space.

SCE + G underground

Telephone underground

BTWSA - water - ~~the~~ septic tanks
fire district sign off - condition that
plans to show hydrants with no
property greater than 500' from hydrant.

C of E signed off

2 letters & numerous calls protesting
this development.

Phase 1

44 S/F lots on 19 acres - DD consistent

SCE + g elec. underground
United telephone underground

DHEC letter approving concept of septic
tank / DHEC construct permit for potable water

B JWSA - water

SCCC signed off
fire district - ok w/ conditions
waste mgmt to provide solid waste disposal
service

Variance(?) road widths



1319 Reynolds Ave. Ext.
P.O. Drawer 428
Greenwood, SC 29649

Cover Page for Facsimile Transmission

To: SCOTT LANGFOLD

Fax #: 846-3919

From: STEPHEN L. DAVIS

Date: 12/17/91

Job #: 5043.00

Subject: NEWPOINT

Fax #: (803) 229-7844

Voice #: (803) 229-5211

Total number of pages including cover page: 4



NEWSPAPER

NEWSPAPER

FOR Gen CRISPEN

NAME: LUCE GRAHAM

DATE: 1-27-92

PAGES: 2

REMARKS:

Newpoint Company

3000 North 1st Street, Suite 2000

Minneapolis, MN 55412

00045

December 19, 1991

Mr. Gordon Crispin, Chairman
Zoning and Development Administration
Beaufort County, South Carolina

Dear Mr. Crispin,

I am writing to you about the New Point Development on Lady's Island.

I'll guess that your staff has examined the proposals and that almost all of the requirements of the appropriate ordinances have been met. So legally you can approve the master plan and the phase one request.

However you and your commission have a broader responsibility to those of us who live on Lady's Island, next door to what you are considering.

4 septic tanks per acre is too many. 4 septic tanks per acre may be legal but common sense tells any thoughtful person that that amount of sewage in a confined area with so much of the surface covered by houses, garages, streets, and alleyways you create a potentially dangerous health-hazard during Beaufort's well-known rainy periods. And the run-off can only go into Factory Creek where we all crab, shrimp and boat. Regardless of what DEHEC permits you to do, you have a responsibility to the environment and the neighboring property owners.

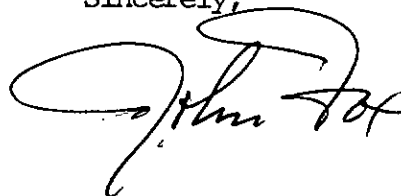
Then there are these magnificent ancient live oak trees. Have you seen them? Have you walked through them. I have. There is no way you can have one of those trees on a quarter-acre lot along with a house and a septic tank. The plan has no provision for the trees. All space is divided into lots. The only way an owner could build would be to eliminate at least one old oak. So a direct result of your approval of the New Point plan would be to eliminate one of the larger groves of live oaks in the county.

We citizens in Bluff Farm and on Lady's Island are relying on you to protect our way of life and our property values. Don't let us down.

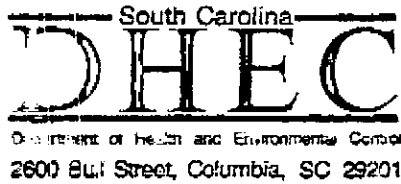
(good)

Please reject this plan. It does nothing/for the Island, the community, the county.

Sincerely,



00046



Commissioner: Michael D. Jarrett

Board: William E. Applegate, III, Chairman
John H. Burnss, Vice Chairman
Richard E. Jabbour, DDS, Secretary

Boony Gochin, Jr.
Senator
John C.
Robert

Promoting Health, Protecting the Environment

BUREAU OF DRINKING WATER PROTECTION

Page 1 of 2

CONSTRUCTION PERMIT

Permission is Hereby Granted to: The Newpoint Company
1401 North Street
Beaufort, S. C. 29902

for the construction of a potable water source, treatment and/or distribution system in accordance with plans, specifications and design calculations dated August 1991, by B. V. Pannone, P.E., S.C. Registration No.: 5062.

PROJECT NAME: Newpoint Development - Phase I
COUNTY: Beaufort

PROJECT DESCRIPTION: Installation of approximately 2,850 l.f. of 6" PVC water line, 250 l.f. of 4" PVC water line, three (3) fire hydrants and necessary appurtenances to serve 47 lots.

Water Provided By: Beaufort-Jasper WSA System Number: 0720003

SPECIAL CONDITIONS:

(See Attached Page)

Permit Number: 303832

Date: December 9, 1991

EXPIRATION DATE:

Unless construction is completed by December 9, 1993 it will be necessary to reapply since this permit will no longer be valid.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place this system in operation.

Joe L. Rucker, P.E.
Joe L. Rucker, P.E.
Joe L. Rucker, P.E., Director
Water Supply Construction Division

RRS

920207

cc: Mr. B. V. Pannone, P.E.
Mr. James I. White, Dist. Dir.
Mr. Donald Campbell, Dist. San. Dir.
Beaufort-Jasper County Water & Sewer Authority

Page 2

Permit Number: 103832
Date: December 9, 1991

1. Before final approval to place into operation can be granted, this agency must receive written notification from the S.C. Coastal Council that all conditions of their certification have been met.
2. Any connection to the plug(s) shown must be approved under a separate construction permit prior to the initiation of any construction of any "on-site" lines.

December 6, 1991

Ms. Rhonda R. Baecker
 Administrative Secretary
 Water Supply Permitting Section
 S. C. Department of Health
 and Environmental Control
 2600 Bull Street
 Columbia, SC 29201

SCANA
 COASTAL
 COUNCIL

Corporate Center
 1000
 Columbia, S.C. 29405
 TEL: 744-5038
 FAX: 744-5847

W. Wayne Jones, Jr.
 Chairman

Wayne Beam, Ph.D.
 Executive Director

RE: Newpoint Development
 Beaufort County

Dear Ms. Baecker:

The staff of the S. C. Coastal Council certifies that the above referenced project is consistent with the Coastal Zone Management Program provided that the project is constructed in accordance with revised storm water management and dock master plans marked "Printed November 11, 1991." Prior to final approval by S. C. Coastal Council, a method of notification to future lot purchasers concerning the existence of this plan must be provided to S. C. Coastal Council. Approval of this dock master plan does not relieve landowners of the need to obtain a permit from S. C. Coastal Council prior to constructing docks and does not guarantee issuance of a permit. It will, however, be used as guidance in future permitting decisions, and has been approved after taking into consideration existing regulatory policies and what is known about this specific area to date. In effect, it guarantees only the right to apply for a permit. A final site inspection will be required prior to issuance of the Coastal Council's final certification approval.

Sincerely,

H. Stephen Snyder

H. Stephen Snyder
 Director of Planning,
 and Certification

JHA
 JHA:12260:jpw

cc: Dr. H. Wayne Beam
 Mr. Christopher L. Brooks
 Mr. Rocky Browder
 Mr. Russell Berry
~~Mr. Stephen Davis~~



FOR DON-

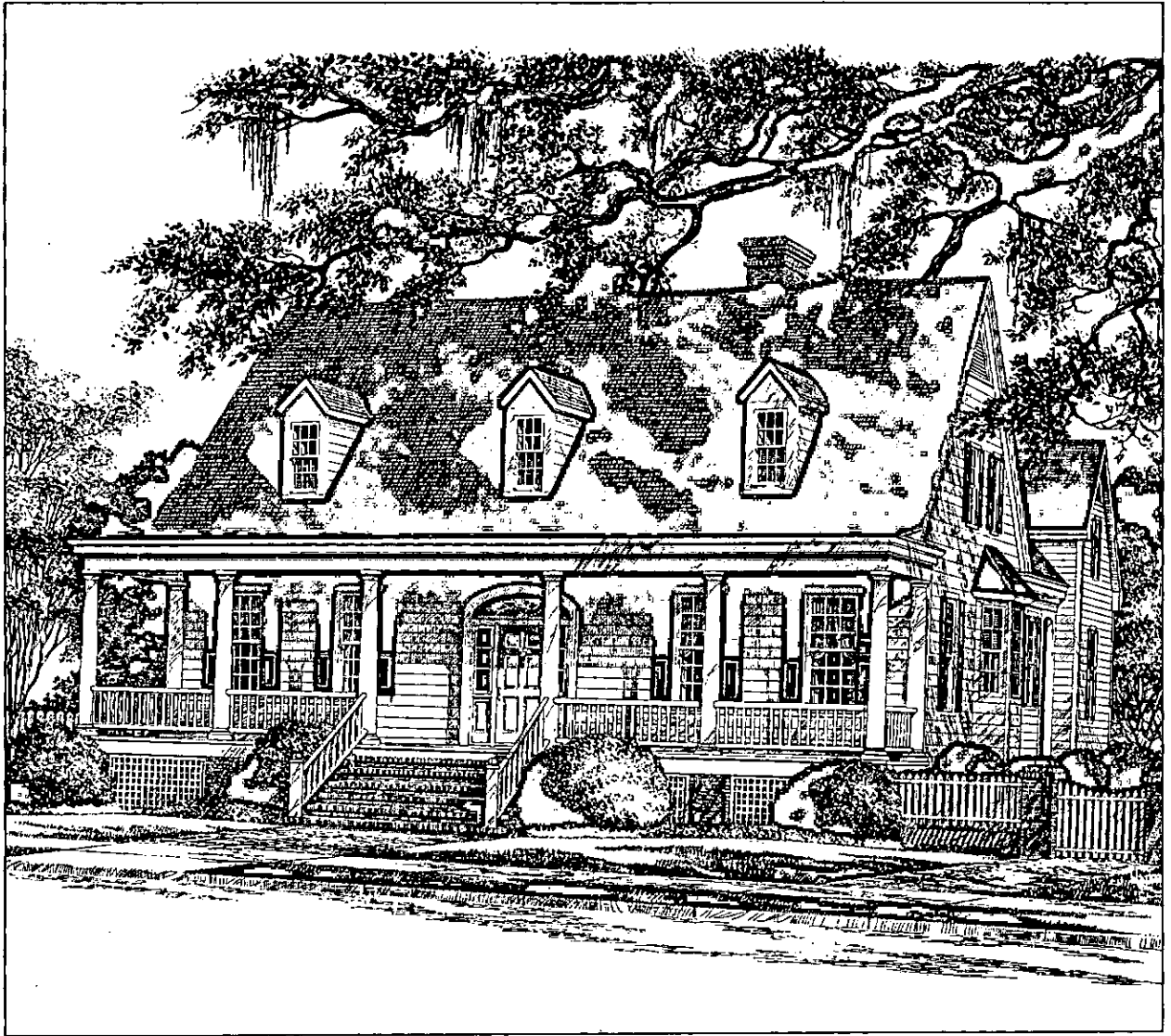
FYI REGARDING

VINCE BRANHAM'S PAD

(NARROWER R-O-W)

Michael

THE EDISTO RIVER COTTAGE



American Wood Council Design for Better Living Award

Designed and artfully crafted in the best Lowcountry tradition, The Edisto River Cottage resonates with the feeling of times past. Its distinctive architecture relates to the tastes and hospitality of the coastal Carolina region. Luxurious wood detailing contributes to the home's inviting character and charm. Comfortably furnished, The Edisto River Cottage will be featured in an upcoming issue of *Southern Living House Plans* magazine.



The Builder, A.L.W., Incorporated

A.L.W., Incorporated are custom builders, specializing in expertly crafted, traditional homes.

Attention to detail, pride in workmanship, quality materials are hallmarks of the firm. A.L.W. has its own millwork operation, creating custom moulding and trim, cabinets, and libraries. The building company's unique work can be seen in Beaufort and up the Carolina coast.

802 Bay Street
Beaufort, SC 29902
803/525-9663

The Developer, The Newpoint Company

Newpoint is a traditional walking neighborhood in the manner of early coastal towns and villages. Homes have front porches within conversational distance of sidewalks. Tree-lined streets lead to parks and a waterfront Green on the Intracoastal Waterway. Located directly across from Beaufort's historic district, Newpoint offers the, old fashioned charm of life beside the river.

P.O. Box 2355
Beaufort, SC 29901
803/522-9313

Residential Designer, William E. Poole Designs, Inc.

Residential designer William E. Poole has become nationally known for his distinctively romantic interpretation of classical homes that combine period architecture with open, well-lit and functional floor plans for today. Bill's designs have won numerous awards and are prominently featured in *Southern Living* and other national periodicals.

12 Market Street
Wilmington, NC 28401
919/251-8980

The Plan

The Edisto River Cottage plan is drawn from the past with features of the present. The home is designed for relaxed family gatherings, as well as formal entertaining. It provides bright open spaces and intimate retreats.

The entrance foyer leads to a vaulted great room, which fills the house with light. An elegant fireplace and custom built-in bookcases highlight this space. The dining room, kitchen, and large breakfast area flow easily, one to another. The first floor master suite is located for privacy. The space contains spacious closets, whirlpool tub, and separate shower. A screened porch and utility room round out the first floor plan.

The three bedrooms include a grand first floor master suite and two additional bedrooms upstairs, each with its own private bath. The second floor balcony, overlooking the great room below, includes a sitting area and enlarges the sense of space. Rounding out the generous floor plan is a spacious bonus room over the connected two car garage.

Fine Wood Finishes

Wood, the first Lowcountry building material, is found in the earliest Beaufort residences. Throughout the Edisto River Cottage, appealing architectural features are enriched by the beauty and character of wood.

The clapboard Western Red Cedar siding and the columned front porch reflect traditional coastal Carolina design. The wood exterior, suited to the climate, is practical with its insulating ability. The home's beautifully detailed dormers, reproduction panel doors, elaborate moulding, doorway surrounds, and large mantel create warmth and authenticity. The custom kitchen cabinets and oak flooring illustrate the time-honored adaptability and practicality of wood.

Design for Better Living Award

The Design for Better Living Award is presented to builders and designers whose work demonstrates creativity, imaginative use of wood systems and products and excellence in craftsmanship. The award was inaugurated in 1969 by the American Wood Council, an alliance of companies and associations in the wood industry.

Interior Design and Furnishings, Carol Waters/ Hendricks Furniture

Hendricks Furniture has been providing home furnishings in Beaufort for 47 years. Carol Waters, daughter of the store's founder, Carl Hendricks, Sr., directs the purchasing and design team at Hendricks. Carol's work is known by its eclectic style: contemporary with a mix of antiques and reproductions, good art, and exceptional lighting. The staff at Hendricks has experience with decorating in almost every home style. Their work can be seen in new home interiors at Fripp Island, Dataw Island, and Brays Island. Complete renovations are also within the grasp of the design team at Hendricks: the venerable Whitehall Plantation in Walterboro, SC, was Carol's most recent project.

416 Charles Street
Beaufort, SC 29902
803/524-2329

Landscaping, Mother Earth Landscaping, Inc.

From its lush boxwood hedge to its definitive rear yard picket fence, the design thrust for the Edisto River Cottage has been to recapture the time period when the yard or garden was the focus of families and neighborhoods. Designer/ landscaper Keith Dixon used only plants, shrubs, and trees indigenous to the area and its history.

Rt. 6 Box 31A
Beaufort, SC 29902
803/525-6665

The American Wood Council

The American Wood Council of the American Forest & Paper Association is an alliance of wood industry companies. Co-sponsor of the Show Home, the Wood Council recognizes and encourages outstanding design through creative use of wood finishes and wood building systems in residential and commercial construction. The council has sponsored over 350 "Show Homes" throughout the United States.

Southern Living House Plans Magazine

Co-Sponsor of the Show Home, *Southern Living House Plans* magazine will feature the furnished Show Home in an upcoming issue. The Show Home is also appearing as the plan of the month in the October issue of *Southern Living* and will kick off the magazine's new Deep South Collection of house plans.

Historic Beaufort Foundation

This foundation was established to foster historic preservation and architectural awareness in Beaufort and the surrounding area. The \$2 admission for tours of the Show Home will contribute to the preservation aims of the Historic Beaufort Foundation. The Foundation, in turn, is providing tour guides daily from noon to 6 p.m. through November 24.

Featured Suppliers

Appliances

General Electric
Bathroom and Kitchen
Countertops, Whirlpool Tub
Athena Marble

Bedding

Hendricks Furniture,
Simmons Company
Carpet and Vinyl Floors
S&S Mills

Cedar Siding

Western Red Cedar
Lumber Association

Ceramic Tile

Scheer Tile

Custom Millwork

A.L.W., Inc.

Draperies, Bedspreads

Hendricks Furniture,
F. Schumacher & Co.

Electrical Contractor

A.L.W., Inc.

Fabrics

Hendricks Furniture,
F. Schumacher & Co.

Fireplace

Marco Manufacturing, Inc.

Furniture

Hendricks Furniture,
Hickory White,
Lee Industries,
Lexington Furniture Industries,
Ron Fisher,
Simmons Company

Hardwood Flooring

Miller and Company

Kitchen Cabinets and Vanities

Grayco Home Center/Schrock

Landscaping

Mother Earth
Landscaping, Inc.

Plumbing

Paul Good Plumbing

Roofing Material

Certainteed Grand Manor

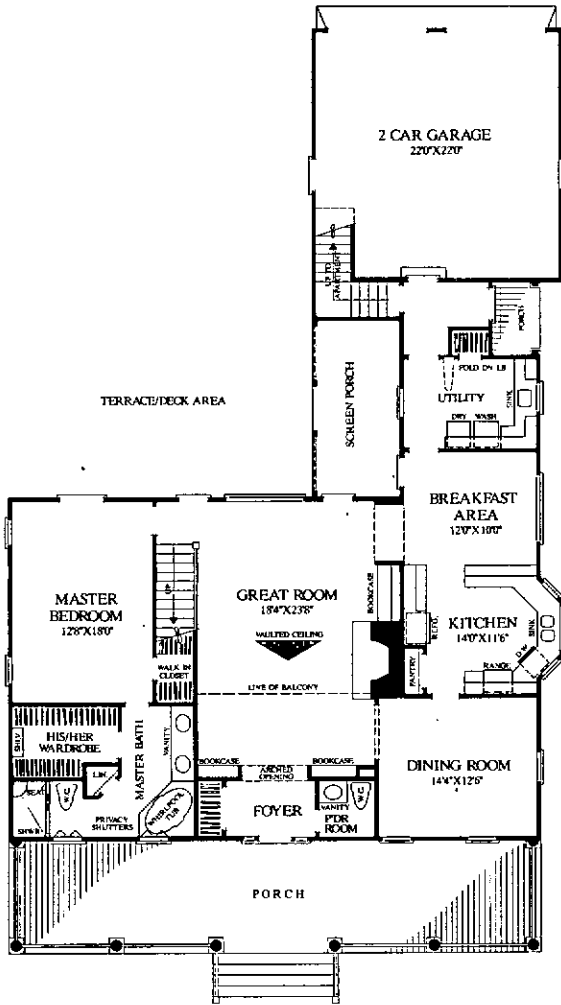
Rugs

Hendricks Furniture

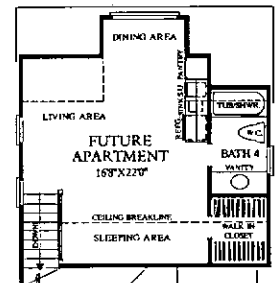
Wallcovering

Hendricks Furniture,
F. Schumacher & Co.

FIRST FLOOR PLAN

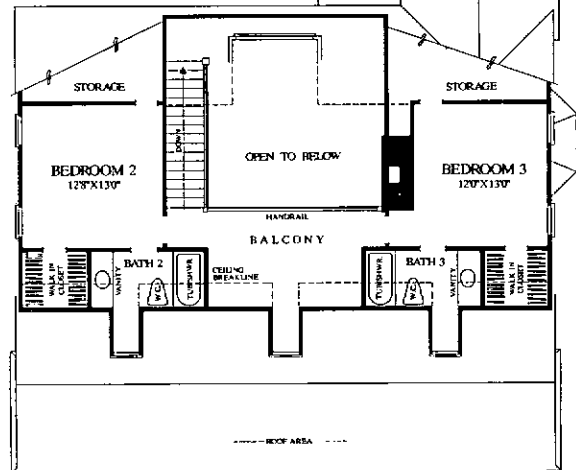


FIRST FLOOR	1704 HEATED S.F.
SECOND FLOOR	734 HEATED S.F.
2,438 TOTAL HEATED S.F.	
APARTMENT	479 HEATED S.F.
WIDTH 50'0"	DEPTH 82'0"
FIRST FLOOR CEILING HEIGHT	10'0"
SECOND FLOOR CEILING HEIGHT	8'0"



Plans for Edisto River Cottage,
Plan #511DS, are available from
Southern Living Plans

For Information:
call toll free 1-800-755-1122
or write: Southern Living Plans
P.O. Box 830349
Birmingham, AL 35283-0349



SECOND FLOOR PLAN

00054

MEMORANDUM**TO:** Stephen Davis**FROM:** Vince Graham**DATE:** November 21, 1991**RE:** DRC - Trees to be removed.

Within the actual road bed all trees are to be removed. Outside the road bed, but still within the right-of-way all trees are to be removed except for the following:

Magnolias of any size
Live Oaks of any size
Water Oaks 16" or larger
Pines 16" or larger
Hickorys 12" or larger

Sidewalks are to wind around all of the above saved trees when necessary. Please note that live oaks, red maples, palmettos, magnolias, and dogwoods are to be planted in the grass strip between curb and sidewalk at intervals of approximately 30 feet. No trees over 6" caliper are to be removed outside the road right-of-way without written permission of the Newpoint Architectural Committee.

F.W. TUCKWILLER
5 Salt Marsh Cove
Beaufort, SC 29902
(803) 524-6464

January 28, 1992

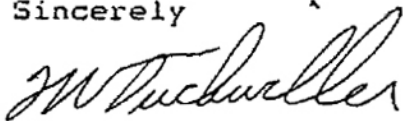
Mr. Gordon Crispen
Development Review Committee
Route 8 Box 274
Beaufort, SC 29902

RE: APPEAL LETTER FROM F.W. TUCKWILLER DATED 20 JANUARY 1992

Reference A appealed Development Review Committee approval of "New Point" development.

I wish to withdraw referenced appeal as the concerned areas have been resolved satisfactorily with the developer.

Sincerely



F.W. Tuckwiller
5 Salt Marsh Cove
District 200 Tax Map 14 Parcel 44

00056

Davis & Floyd, Inc.

ENGINEERS

POST OFFICE DRAWER 428

GREENWOOD, SOUTH CAROLINA 29648

803-229-5211

December 3, 1991

Mr. Gordon Crispin
Development Review Administrator
Public Works Office
Route 8, Box 274
Beaufort, S.C. 29902

Re: Newpoint Development Resubmittal

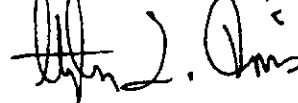
Dear Mr. Crispin:

Enclosed are the revisions to the above referenced project which address all items determined to be lacking by your November 19, 1991 letter. As you recall, Vince Graham and I met with you and Scott Langford on November 26, 1991 to discuss this submittal and we have included additional items discussed at that meeting.

Please place this project on the schedule to be reviewed during the regularly scheduled DRC meeting on December 23, 1991. Should you have any questions concerning this project, please do not hesitate to call this office. We appreciate your attention to this and other matters.

Sincerely,

DAVIS & FLOYD, INC.



Stephen L. Davis

SLD/ca



South Carolina Electric & Gas Company
P.O. Drawer 1168
Beaufort, SC 29901
(803) 525-7700

August 9, 1991

Mr. Vince Graham
1401 North Street
Beaufort, SC 29902

Re: New Point

Dear Sir:

South Carolina Electric & Gas Company will be able to provide underground electric service to the above referenced development. Costs associated with providing underground service will be determined when a finalized plat is submitted to our office for engineering.

Please submit a plat of this development **at least two months prior** to the construction date so that all engineering requirements can be met.

Service will be installed on an "as needed" basis according to the existing sales policy at the time of construction.

We will be looking forward to working with you on this project. If we may be of any further assistance, please don't hesitate to call our office.

Sincerely,

Charles G. Moore
Associate Manager
Operations & Construction

CGM/lla

00058



South Carolina Electric & Gas Company
P.O. Drawer 1168
Beaufort, SC 29901
(803) 525-7700

August 9, 1991

Mr. Vince Graham
1401 North Street
Beaufort, SC 29902

Re: New Point

Dear Sir:

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Sincerely,

Charles G. Moore
Associate Manager
Operations & Construction

CGM/lla

F.W. TUCKWILLER
5 Salt Marsh Cove
Beaufort, SC 29902
(803) 524-6464

January 28, 1992

Mr. Gordon Crispen
Development Review Committee
Route 8 Box 274
Beaufort, SC 29902

RE: APPEAL LETTER FROM F.W. TUCKWILLER DATED 20 JANUARY 1992

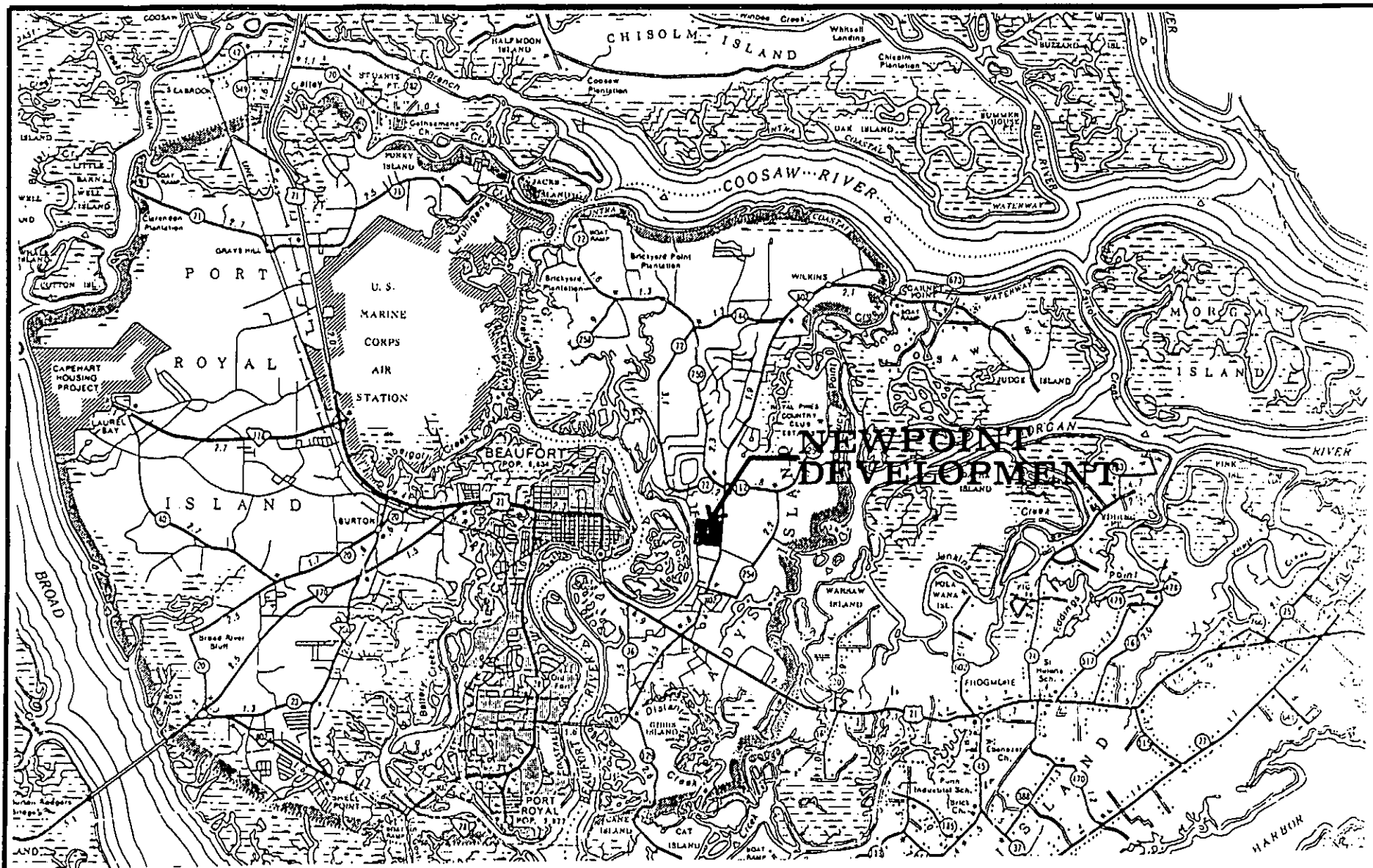
Reference A appealed Development Review Committee approval of "New Point" development.

I wish to withdraw referenced appeal as the concerned areas have been resolved satisfactorily with the developer.

Sincerely



F.W. Tuckwiller
5 Salt Marsh Cove
District 200 Tax Map 14 Parcel 44



Davis & Floyd, Inc.
 ENGINEERS / ARCHITECTS
 GREENWOOD, SOUTH CAROLINA

THE NEWPOINT COMPANY
 BEAUFORT, SOUTH CAROLINA
 OWNER

DESIGNED: S. L. D.	JOB NO.
DRAWN: J. W. A.	5643.00
CHECKED: S. L. D.	DATE:
APPROVED: B. V. P.	AUG. 1991

COUNTY OF BEAUFORT, SOUTH CAROLINA
ZONING / DEVELOPMENT STANDARDS ORDINANCE
- PLANNED UNIT DEVELOPMENT -

DATE APPLICATION ACCEPTED: DEC. 10, 1991	RECEIVED BY:	FILING FEE:	RCPT #:	PROJECT TYPE: DD ZONE PLANNED UNIT DEVELOPMENT
PROJECT NAME: NEWPOINT		PROPERTY OWNER NAME, ADDRESS: SAME PHONE #: 522-9313		
APPLICANT (DEVELOPER) NAME, ADDRESS: THE NEWPOINT COMPANY P.O. Box 2355 BEAUFORT, SC 29901		PROPOSED DENSITY: SINGLE FAMILY: 129 MULTI-FAMILY: OVERALL:		
PROJECT LOCATION: LADY'S ISLAND BEAUFORT, SC	DISTRICT MAP #: 200/15	LAND AREA (TOTAL)	LAND AREA (COMM.)	S/F LOTS
	PARCEL #: 7A07B	LAND AREA (RESIDENTIAL)	LAND AREA (OTHER)	M/F LOTS

- PRELIMINARY APPLICATION INFORMATION REQUIRED -

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S). <input type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION. <input type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS. <input type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS (NAME, NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY. <input type="checkbox"/> EXISTING DRAINAGE FACILITIES, CANALS, DITCHES, AND WATER COURSES ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES, AND WETLANDS ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UN-DEVELOPED, OR COMMERCIAL, ETC.) . <input type="checkbox"/> EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> EXISTING BUILDINGS, STRUCTURES, AND FACILITIES ON DEVELOPMENT PROPERTY. <input type="checkbox"/> SEAL OF REGISTERED ENGINEER <input type="checkbox"/> MUNICIPAL OR COUNTY BOUNDRY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY. <input type="checkbox"/> NARRATIVE DESCRIBING THE PROJECT'S INTENT AND SCOPE. <input type="checkbox"/> PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS. <input type="checkbox"/> PROPOSED STREETS, RIGHT-OF-WAY WIDTH, TOTAL MILES PROPOSED. <input type="checkbox"/> PROPOSED STREET NAMES. <input type="checkbox"/> PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER SYSTEM, OPEN SPACE, AMENITIES. | <ul style="list-style-type: none"> <input type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS. <input type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE, AND LANDSCAPED AREAS. <input type="checkbox"/> SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT). <input type="checkbox"/> TOPOGRAPHIC SURVEY. <input type="checkbox"/> PRELIMINARY STORMWATER DRAINAGE PLAN. <input type="checkbox"/> PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN. <input type="checkbox"/> PROPOSED PHASING. <input type="checkbox"/> BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOPMENT DISTRICT ONLY). <input type="checkbox"/> PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA, TYPE OF USE AND DENSITY (RESIDENTIAL) EACH AREA. <input type="checkbox"/> PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY. <input type="checkbox"/> HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS. <input type="checkbox"/> OTHER AGENCY PRELIMINARY COMMENTS OR APPROVALS ON ELEMENTS OF THE PROPOSED DEVELOPMENT OVER WHICH SUCH AGENCIES HAVE PERMITTING AUTHORITY. (U.S. ARMY CORPS OF ENGINEERS, S.C.COASTAL COUNCIL, FIRE DISTRICT, AND BOARD OF ADJUSTMENTS) |
|--|--|

APPLICANT'S SIGNATURE: _____ DATE: **Dec 10, 1991**

LANDOWNER'S SIGNATURE: _____ DATE: _____

COUNTY COUNCIL ACTION:
 APPROVED DATE: _____
 DISAPPROVED DATE: _____

COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN.
 S.C.D.H.& P.T. ENCROACHMENT PERMIT
 FIRE OFFICIAL APPROVAL

DATE PUBLIC NOTICE _____ DATE SCHEDULED REV _____
 DATE PRELIMINARY APPROVAL _____

00062

NEWPOINT

Box 2385 - Beaufort, SC 29901 (803) 22-9111

January 27, 1992

Mr. Gordon Crispin
Zoning and Development Administrator
Route 8 Box 274
Beaufort, SC 29902

Letter via facsimile copy

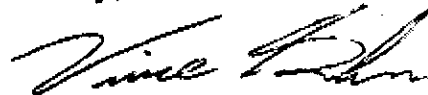
Dear Mr. Crispin:

I met yesterday with Mr. and Mrs. Frank Tuckwiller and Mr. and Mrs. Robert Maeder, residents of Bluff Farm, regarding the wood privacy fence our company had committed to build between Bluff Farm and Newpoint. After considering it both the Tuckwillers and Maeders would rather have a ten foot undisturbed buffer in place of a privacy fence along their property lines (lots 21 and 22) in Bluff Farm. The Harris family on Lot 23 would also prefer the 10 foot buffer.

A 10 foot buffer would move the 10 foot utility easement shown on the Newpoint masterplan as adjacent to Bluff Farm, 10 feet inside the property line.

Please allow this letter to serve as a commitment to leave a ten foot undisturbed buffer easement between lots 21, 22, and 23 in Bluff Farm and make it a part of the record for the Newpoint masterplan file.

Sincerely,



Vincent G. Graham

cc Mr. and Mrs. John Harris
Mr. and Mrs. Robert Maeder
Mr. and Mrs. Frank Tuckwiller

00063

Post-It™ brand fax transmittal memo 7671		# of pages ▶	
To	Bob Turner	From	Splorn
Co.	New Pointe	Co.	
Dept.		Phone #	
Fax #	2-9317	Fax #	

Agreement between Mark Generales of 7 Salt Marsh Cove, Bluff Farms Subdivision, and William T. Ray, Lot 130 Newpoint Subdivision, Beaufort County South Carolina for a two (2) foot encroachment into the ten (10) foot natural buffer located on lot 130 of Newpoint Subdivision.

Mark Generales hereby gives permission for William T. Ray to locate a structure two (2) feet into the buffer area between his property located at 7 Salt Marsh Cove, Bluff Farms Subdivision, and Lot 130, Newpoint Subdivision, owned by William T. Ray. The structure will penetrate the buffer area on lot 130, and will not cross any property lines.

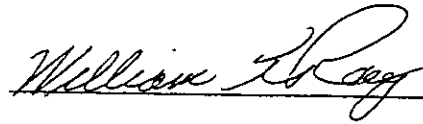
Agreed to 21 September, 1997

Mark Generales



Mark Generales

William T. Ray



William T. Ray

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE (803) 525-7100
FAX: (803) 525-7181

W.R. (SKEET) VON HARTEN
CHAIRMAN

WILLIAM L. McBRIDE
VICE CHAIRMAN

COUNCIL MEMBERS

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SUZANNE M. RAINEY
CLERK TO COUNCIL

JOHN P. PERRY
COUNTY ADMINISTRATOR
DEPUTY ADMINISTRATORS

MORRIS C. CAMPBELL
THOMAS A. HENRIKSON, CPA
RANDOLPH L. WOOD, JR.
LARRY A. YOAKUM

LADSON F. HOWELL
COUNTY ATTORNEY

January 24, 1992

Writer's Phone: 525-7661
Writer's FAX: 522-2429

Mr. F. W. Tuckwiller
5 Salt Marsh Cove
Beaufort, South Carolina 29902

Re: Appeal of Development Review Committee approval
of "New Point" project

Dear Mr. Tuckwiller:

Mr. Gordon Crispin, Beaufort County Development Review Administrator, has given me a copy of your appeal regarding the above matter.

Your appeal of the approval of this project poses some serious concerns which I hope you will consider.

Firstly, you have appealed this matter apparently as an aggrieved party, however, I believe you need to state the substance of your standing and how you are aggrieved in order to proper jurisdiction to appeal this matter.

Secondly and most importantly you are a member of the Beaufort County Board of Adjustments and Appeal which will hear this very matter.

There is no question that your membership on the Board would not prevent you to file an appeal in which you have a vital interest, however, you need to publicly disclose your conflict in the minutes of the meeting and you need to excuse yourself from any discussion, deliberation or contact in connection with the appeal.

Unfortunately, at this point in time, there is serious public erosion in the confidence of our public officials regarding ethical matters.

00065

Page -2-
Mr. Tuckwiller
January 24, 1992

That is the reason that the legislature has passed a most compelling Ethics Act that effects all county officials and public employees.

This particular transaction would be clearly prohibited under the terms of the new state wide legislation.

Should you have any questions about this matter, please do not hesitate to contact me.

With kindest regards, I am

Yours truly,



Ladson F. Howell

LFH/cb

cc: Mr. Nick Russell
✓ Mr. Gordon Crispin
Mr. Earl Pickel



US Army Corps
of Engineers
Office, Chief of Engineers

Regulatory Guidance Letter

No. 90-6

Date 14 AUG 90

Expires 31 DEC 93

CBCW-OR

SUBJECT: *Expiration Dates for Wetlands Jurisdictional Delineations*

1. Recently, questions have been raised regarding the length of time that wetlands jurisdictional delineations remain valid. In light of the need for national consistency in this area, the guidance in paragraph 4(a) - (d) below is provided. This guidance is subject to the provisions in paragraphs 5., 6., and 7.

2. Since wetlands are affected over time by both natural and man-made activities, we can expect local changes in wetland boundaries. As such, wetlands jurisdictional delineations will not remain valid for an indefinite period of time.

3. The purpose of this guidance is to provide a consistent national approach to reevaluating wetlands delineations. This provides greater certainty to the regulated public and ensures their ability to rely upon wetlands jurisdictional delineations for a definite period of time.

4.

- Stephen*
Wick
★ →
- (a) Written wetlands jurisdictional delineations made before the effective date of this guidance, without a specific time limit imposed in the Corps written delineation, will remain valid for a period of two years from the effective date of this Regulatory Guidance Letter (RGL).
- (b) Written wetlands jurisdictional delineations made before the effective date of this guidance, with a specified time imposed in the Corps written delineation, will be valid until the date specified.
- (c) Oral delineations (i.e., not verified in writing by the Corps) are no longer valid as of the effective date of this RGL.
- (d) As specified in the 20 March 1989, Memorandum of Agreement Between the Department of the Army and the Environmental Protection Agency Concerning the Determination of the Geographic Jurisdiction of the Section 404 Program and the Application of the Exemptions Under Section 404(f) of the Clean Water

00067

CECW-OR

SUBJECT: Expiration Dates for Wetlands Jurisdictional Delineations

Act (MOA), all wetlands jurisdictional delineations (including those prepared by the project proponent or consultant and verified by the Corps) shall be put in writing. Generally this should be in the form of a letter to the project proponent. The Corps letter shall include a statement that the wetlands jurisdictional delineation is valid for a period of three years from the date of the letter unless new information warrants revision of the delineation before the expiration date. Longer periods, not to exceed five years, may be provided where the nature and duration of a proposed project so warrant. The delineation should be supported by proper documentation. Generally the project proponent should be given the opportunity to complete the delineation and provide the supporting documentation subject to the Corps verification. However, the Corps will complete the delineation and documentation at the project proponent's request, consistent with other work priorities.

5. The guidance in paragraph 4(a) - (b) above does not apply to completed permit applications [33 CFR 325.1(d)(9)] received before the effective date of this RGL, or where the applicant can fully demonstrate that substantial resources have been expended or committed based on a previous Corps jurisdictional delineation (e.g., final engineering design work, contractual commitments for construction, or purchase or long term leasing of property will, in most cases, be considered a substantial commitment of resources). However, district engineers cannot rely upon the expenditure or commitment of substantial resources to validate an otherwise expired delineation for more than five years from the expiration dates noted in paragraph 4(a) - (b). At the end of the five year period a new delineation would be required. In certain rare cases, it may be appropriate to honor a previous oral wetlands delineation when the applicant can fully demonstrate a substantial expenditure or commitment of resources. However, the presumption is that oral delineations are not valid and acceptance of such must be based on clear evidence and equities of the particular case. This determination is left to the discretion of the district engineer.


6. When making wetlands jurisdictional delineations it is very important to have complete and accurate documentation which substantiates the Corps decision (e.g., data sheets, etc). Documentation must allow a reasonably accurate replication of the delineation at a future date. In this regard, documentation will normally include information such as data sheets, maps, sketches, and in some cases surveys.

SECTION

SUBJECT: Expiration Dates for Wetlands Jurisdictional
Delineations

7. This guidance does not alter or supercede any provisions of law, regulations, or any interagency agreement between Army and EPA. Further, this guidance does not impair the Corps discretion to revise wetlands jurisdictional delineations where new information so warrants.
8. Each district shall issue a public notice on this guidance no later than 1 September 1990. The public notice shall contain the full text of this RGL.
9. This guidance expires on 31 December 1993 unless sooner revised or rescinded.

FOR THE DIRECTOR OF CIVIL WORKS:


JOHN P. ELMORE
Chief, Operations, Construction
and Readiness Division
Directorate of Civil Works

REPLY TO
ATTENTION OFDEPARTMENT OF THE ARMY
CHARLESTON DISTRICT CORPS OF ENGINEERS
PO BOX 919
CHARLESTON, S.C. 29402-0919

July 24, 1989

Regulatory Branch

Mr. I. B. Johnson
Wetland & Environmental
Consulting, Incorporated
2732 Boundary Street
Beaufort, South Carolina 29902

Dear Mr. Johnson:

This is in response to your recent submission of a survey plat prepared by R. D. Trogdon, Jr., dated July 12, 1989, which depicts three wetland boundaries which you had established in the field. You have requested this office to verify these boundaries as true representation of wetlands within the regulatory authority of the Corps. The property in question is owned by the Bluff Farm Partnership and is a 53.6 acre tract located between S. C. Highway 802 and Factory Creek on Ladies Island, Beaufort County, South Carolina.

Based on an onsite inspection of the area on June 21, 1989, as well as aerial photographic interpretation, it has been determined that the wetland boundaries are an accurate representation of wetlands within the Corps' regulatory authority.

If you have any questions concerning this matter, please contact me at A/C 803-724-4330.

Sincerely,

A handwritten signature in cursive script that reads "Fred Veal".
Fred Veal
Project Manager

Davis & Floyd, Inc.

ENGINEERS

POST OFFICE DRAWER 428

GREENWOOD, SOUTH CAROLINA 29648

803-229-5211

December 3, 1991

Mr. Gordon Crispin
Development Review Administrator
Public Works Office
Route 8, Box 274
Beaufort, S.C. 29902

Re: Newpoint Development Resubmittal

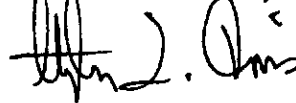
Dear Mr. Crispin:

Enclosed are the revisions to the above referenced project which address all items determined to be lacking by your November 19, 1991 letter. As you recall, Vince Graham and I met with you and Scott Langford on November 26, 1991 to discuss this submittal and we have included additional items discussed at that meeting.

Please place this project on the schedule to be reviewed during the regularly scheduled DRC meeting on December 23, 1991. Should you have any questions concerning this project, please do not hesitate to call this office. We appreciate your attention to this and other matters.

Sincerely,

DAVIS & FLOYD, INC.



Stephen L. Davis

SLD/ca

00071

**BEAUFORT COUNTY DEVELOPMENT STANDARDS ORDINANCE
- FIRE SAFETY STANDARDS APPROVAL FORM -**

APPLICANT (DEVELOPER) NAME		ADDRESS		ZONE:
THE NEWPOINT COMPANY		P.O. Box 2355		
BEAUFORT, SC		29901		PHONE # 522-9313
PROJECT NAME	NEWPOINT	TYPE	RES.	LOCATION
TAX MAP #		# LOTS/UNITS	132	LADY'S ISLAND
LAND AREA	BUILDING AREA	HEIGHT (FINISHED GRADE TO ROOF EAVES)		
NUMBER OF BUILDINGS	132	HEIGHT (FINISHED GRADE TO BOTTOM OF HIGHEST WINDOW)		
FIRE DISTRICT	LADY'S ISLAND ST. HELENA	FIRE OFFICIAL		
PROPOSED WATER SUPPLY SYSTEM	BJCWA	ACCESS/ROADS/PARKING SURFACING		

BASED ON A REVIEW OF THE SITE PLAN AND INFORMATION SUBMITTED BY THE APPLICANT, I HEREBY

- APPROVE
- APPROVE WITH CONDITIONS
- DISAPPROVE
- PRELIMINARY
- FINAL

Clayton Ellis
(FIRE OFFICIAL)

APR. 13, 1991
DATE

CONDITIONS: SITE PLANS ARE TO SHOW HYDRANTS SPACED SO AS NO PROPERTY IS MORE THAN 500 FT FROM A HYDRANT.

CERTIFICATION OF COMPLIANCE	
DATE INSPECTION WAS REQUESTED	D.S.O. PERMIT #

BASED ON AN INSPECTION OF THE SUBJECT PROJECT

- THE FOLLOWING DEFICIENCIES OR CORRECTIONS ARE NOTED AND MUST BE ADDRESSED:

- THE COMPLETED PROJECT IS IN COMPLIANCE WITH THE FIRE SAFETY STANDARDS OF THE DEVELOPMENT STANDARDS ORDINANCE.

(FIRE OFFICIAL)

DATE

January 21, 1992

To: Ladson Howell
County Attorney

 FROM: G. Crispin
Zoning/Development Administrator

Sugj: Appeal to Board of Adjustments

On January 13, 1992 the Development Review Committee approved a preliminary plan for a project known as "Newpoint" under the PUD Conditional Use for a Development District. This plan had been earlier presented to the committee(12/23/91) and was rejected based upon the comments of Charles Gatch as to certain useage requirements not then on the original plan.

The developer modified the plan to reflect the comments and resubmitted in a timely fashion so as to be reviewed on January 13th (Charles was not at this meeting).

Following the DRC approval of the preliminary plan the committee also reviewed a request for a PH 1 to construct. This was approved.

I have been notified by telephone by Frank Tuckwiller that he proposes to appeal the decision of the committee. This matter, in and of itself, is no concern except that Frank is a member of the Board of Adjustment & Appeal, to whom the appeal must be made, and Arthur Cummings, Secretary to the Board, is also a member of the Committee. The letter of appeal is not yet here but I would like input as to what to watch out for in the handling of this process at the Board level.

00073



South Carolina Electric & Gas Company
P.O. Drawer 1168
Beaufort, SC 29901
(803) 525-7700

August 9, 1991

Mr. Vince Graham
1401 North Street
Beaufort, SC 29902

Re: New Point

Dear Sir:

South Carolina Electric & Gas Company will be able to provide underground electric service to the above referenced development. Costs associated with providing underground service will be determined when a finalized plat is submitted to our office for engineering.

Please submit a plat of this development **at least two months prior** to the construction date so that all engineering requirements can be met.

Service will be installed on an "as needed" basis according to the existing sales policy at the time of construction.

We will be looking forward to working with you on this project. If we may be of any further assistance, please don't hesitate to call our office.

Sincerely,

Charles G. Moore
Associate Manager
Operations & Construction

CGM/lla

00074

December 19, 1991

Mr. Gordon Crispin, Chairman
Zoning and Development Administration
Beaufort County, South Carolina

Dear Mr. Crispin,

I am writing to you about the New Point Development on Lady's Island.

I'll guess that your staff has examined the proposals and that almost all of the requirements of the appropriate ordinances have been met. So legally you can approve the master plan and the phase one request.

However you and your commission have a broader responsibility to those of us who live on Lady's Island, next door to what you are considering.

4 septic tanks per acre is too many. 4 septic tanks per acre may be legal but common sense tells any thoughtful person that that amount of sewage in a confined area with so much of the surface covered by houses, garages, streets, and alleyways you create a potentially dangerous health-hazard during Beaufort's well-known rainy periods. And the run-off can only go into Factory Creek where we all crab, shrimp and boat. Regardless of what DEHEC permits you to do, you have a responsibility to the environment and the neighboring property owners.

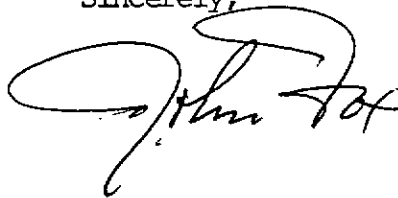
Then there are these magnificent ancient live oak trees. Have you seen them? Have you walked through them. I have. There is no way you can have one of those trees on a quarter-acre lot along with a house and a septic tank. The plan has no provision for the trees. All space is divided into lots. The only way an owner could build would be to eliminate at least one old oak. So a direct result of your approval of the New Point plan would be to eliminate one of the larger groves of live oaks in the county.

We citizens in Bluff Farm and on Lady's Island are relying on you to protect our way of life and our property values. Don't let us down.

(good)

Please reject this plan. It does nothing for the Island, the community, the county.

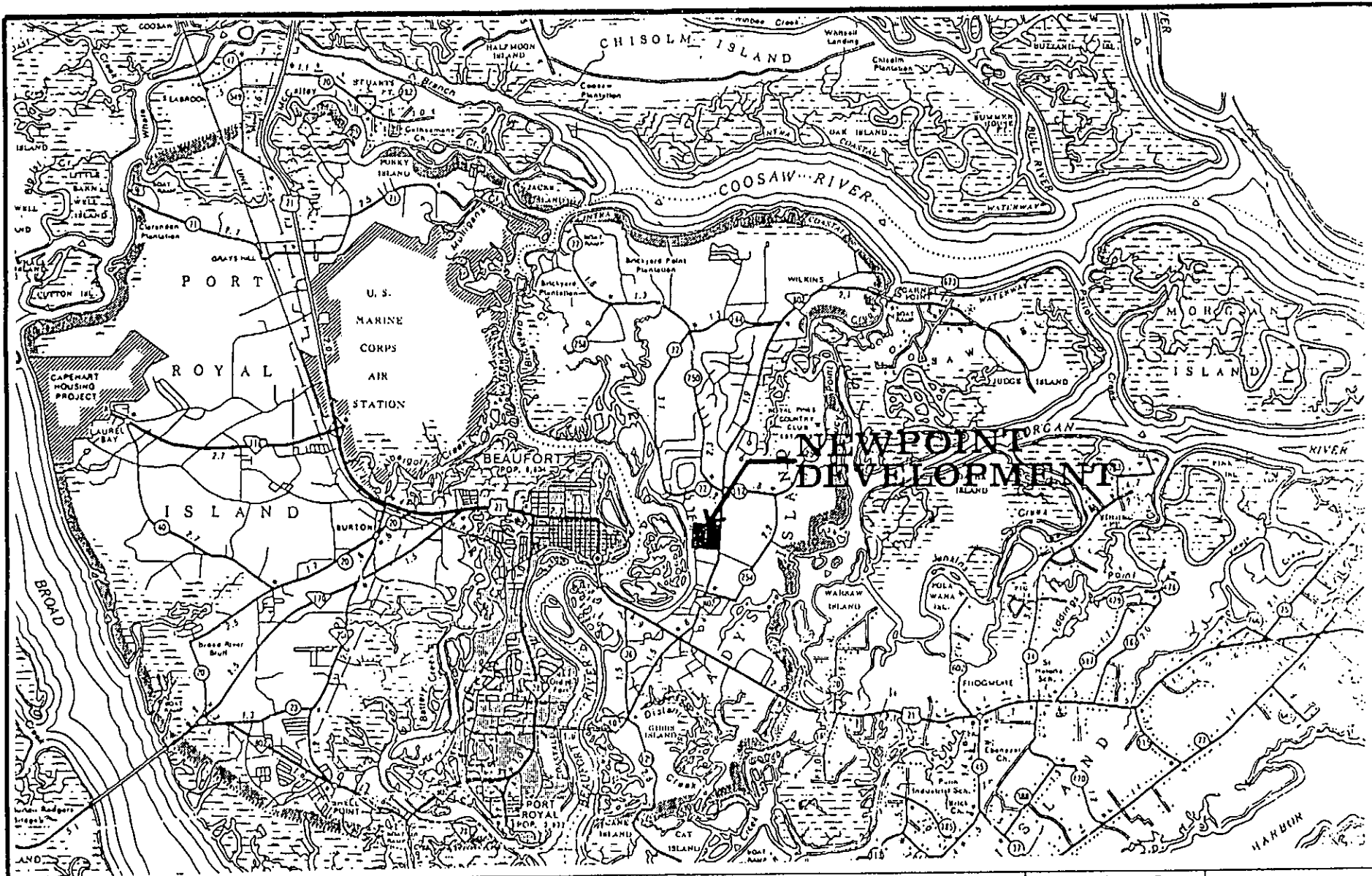
Sincerely,



00075

(803) 524-9559

12/19/91



Havis & Floyd, Inc.
 ENGINEERS / ARCHITECTS
 GREENWOOD, SOUTH CAROLINA

THE NEWPOINT COMPANY
 BEAUFORT, SOUTH CAROLINA

OWNER

DESIGNED: S. L. D.	JOB NO. 5643.00
DRAWN: J. W. A.	DATE: AUG. 1991
CHECKED: S. L. D.	
APPROVED: B. V. P.	

COUNTY OF BEAUFORT, SOUTH CAROLINA
ZONING / DEVELOPMENT STANDARDS ORDINANCE
- PLANNED UNIT DEVELOPMENT -

DATE APPLICATION ACCEPTED: DEC. 10, 1991	RECEIVED BY:	FILING FEE:	RCPT #:	PROJECT TYPE: DD PLANNED UNIT DEVELOPMENT Zone
PROJECT NAME: NEWPOINT		PROPERTY OWNER NAME, ADDRESS: SAME PHONE #: 522-9313		
APPLICANT (DEVELOPER) NAME, ADDRESS: THE NEWPOINT COMPANY P.O. Box 2355 BEAUFORT, SC 29901		PROPOSED DENSITY: SINGLE FAMILY MULTI-FAMILY OVERALL 129		
PROJECT LOCATION: LADY'S ISLAND BEAUFORT, SC	DISTRICT MAP #: 200/15	LAND AREA (TOTAL)	LAND AREA (COMM.)	S/F LOTS
	PARCEL #: 7A07B	LAND AREA (RESIDENTIAL)	LAND AREA (OTHER)	M/F LOTS

- PRELIMINARY APPLICATION INFORMATION REQUIRED -

<input type="checkbox"/> SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S). <input type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION. <input type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS. <input type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS (NAME, NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY. <input type="checkbox"/> EXISTING DRAINAGE FACILITIES, CANALS, DITCHES, AND WATER COURSES ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES, AND WETLANDS ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UNDEVELOPED, OR COMMERCIAL, ETC.) <input type="checkbox"/> EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON AND ADJACENT TO PROPERTY. <input type="checkbox"/> EXISTING BUILDINGS, STRUCTURES, AND FACILITIES ON DEVELOPMENT PROPERTY. <input type="checkbox"/> SEAL OF REGISTERED ENGINEER <input type="checkbox"/> MUNICIPAL OR COUNTY BOUNDRY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY. <input type="checkbox"/> NARRATIVE DESCRIBING THE PROJECT'S INTENT AND SCOPE. <input type="checkbox"/> PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS. <input type="checkbox"/> PROPOSED STREETS, RIGHT-OF-WAY WIDTH, TOTAL MILES PROPOSED. <input type="checkbox"/> PROPOSED STREET NAMES. <input type="checkbox"/> PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER SYSTEM, OPEN SPACE, AMENITIES.	<input type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS. <input type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE, AND LANDSCAPED AREAS. <input type="checkbox"/> SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT). <input type="checkbox"/> TOPOGRAPHIC SURVEY. <input type="checkbox"/> PRELIMINARY STORMWATER DRAINAGE PLAN. <input type="checkbox"/> PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN. <input type="checkbox"/> PROPOSED PHASING. <input type="checkbox"/> BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOPMENT DISTRICT ONLY). <input type="checkbox"/> PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA, TYPE OF USE AND DENSITY (RESIDENTIAL) EACH AREA. <input type="checkbox"/> PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY. <input type="checkbox"/> HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS. <input type="checkbox"/> OTHER AGENCY PRELIMINARY COMMENTS OR APPROVALS ON ELEMENTS OF THE PROPOSED DEVELOPMENT OVER WHICH SUCH AGENCIES HAVE PERMITTING AUTHORITY. (U.S. ARMY CORPS OF ENGINEERS, S.C.COASTAL COUNCIL, FIRE DISTRICT, AND BOARD OF ADJUSTMENTS)
APPLICANT'S SIGNATURE: LANDOWNER'S SIGNATURE: _____ DATE: Dec 10, 1991 DATE: _____	COUNTY COUNCIL ACTION: <input type="checkbox"/> APPROVED DATE: _____ <input type="checkbox"/> DISAPPROVED DATE: _____ <input type="checkbox"/> COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN. <input type="checkbox"/> S.C.D.H.& P.T. ENCROACHMENT PERMIT <input type="checkbox"/> FIRE OFFICIAL APPROVAL DATE PUBLIC NOTICE _____ DATE SCHEDULED REV. _____ DATE PRELIMINARY APPROVAL _____

MEMORANDUM

TO: Stephen Davis

FROM: Vince Graham

DATE: November 21, 1991

RE: DRC - Trees to be removed.

Within the actual road bed all trees are to be removed. Outside the road bed, but still within the right-of-way all trees are to be removed except for the following:

- Magnolias of any size
- Live Oaks of any size
- Water Oaks 16" or larger
- Pines 16" or larger
- Hickorys 12" or larger

Sidewalks are to wind around all of the above saved trees when necessary. Please note that live oaks, red maples, palmettos, magnolias, and dogwoods are to be planted in the grass strip between curb and sidewalk at intervals of approximately 30 feet. No trees over 6" caliper are to be removed outside the road right-of-way without written permission of the Newpoint Architectural Committee.

Agreement between Mark Generales of 7 Salt Marsh Cove, Bluff Farms Subdivision, and William T. Ray, Lot 130 Newpoint Subdivision, Beaufort County South Carolina for a two (2) foot encroachment into the ten (10) foot natural buffer located on lot 130 of Newpoint Subdivision.

Mark Generales hereby gives permission for William T. Ray to locate a structure two (2) feet into the buffer area between his property located at 7 Salt Marsh Cove, Bluff Farms Subdivision, and Lot 130, Newpoint Subdivision, owned by William T. Ray. The structure will penetrate the buffer area on lot 130, and will not cross any property lines.

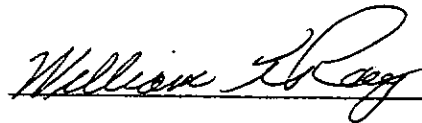
Agreed to 21 September, 1997

Mark Generales



A handwritten signature in cursive script, appearing to read 'Mark Generales', written over a horizontal line.

William T. Ray



A handwritten signature in cursive script, appearing to read 'William T. Ray', written over a horizontal line.

Project Scope and Intent

Property Description

The Property is comprised of 53.6 acres and is located off S.C. Highway 802 (Sams Point Road) on Lady's Island just outside the city limits of Beaufort, S.C. Distance from the heart of Beaufort at Carteret and Bay Streets is 3.1 miles. Grocery stores and other shopping is within a five minute drive. Beaufort Academy is within walking distance less than a quarter mile from the property. There are six golf courses within a fifteen minute drive.

The property has an average elevation of 23 feet. It is bounded on the north by Bluff Farm, a single family residential subdivision, on the east by S.C. Hwy. 802, on the south by a ten acre historic estate, and on the west by the deep waters of Factory Creek. It is the 25 foot bluff overlooking this creek and the Intra-coastal waterway and Beaufort beyond that gives the property such distinction. Sunsets framed by specimen live oaks are memorable.

Planning Theme

The pre-Civil War period was a very prosperous one for the Low country of South Carolina. The elegant homes of Beaufort reflect that time. Beaufort was in fact a resort town for the affluent plantation families of the surrounding countryside. They were attracted there in the warmer months by the high elevation and prevailing breezes to share in the social season with their neighbors. Over the years Beaufort developed into the principal commercial and cultural center between Savannah and Charleston.

Modern coastal developments with their homes of cedar-stained siding revolve around golf courses or other tourist attractions. They go to great lengths in a competition with each other to see which one can be the most private and exclusive by building foreboding security gates and exalting low densities. This is in sharp contrast to the historic section of Beaufort with her close homes and strong sense of community. White clapboard houses with welcoming front porches and understated Southern charm literally invite one to get out of the car and experience the town on foot. It is this combination of architectural style and pedestrian orientation which makes towns like Charleston, Savannah, and Beaufort so enticing to visitors.

Homes in the historic sections of many cities throughout the U.S. command the highest values in spite of the inherent problems of older structures and perhaps because the lots they sit upon are smaller and thus easier to maintain. It is from this model that Newport will be developed. Rather than try and compete with more of the same golf course community or half acre lot, curvilinear street subdivision Newport will revolve

around historically inspired homes on friendly tree-lined streets interspersed with small parks.

Newpoint will have an architectural code to promote a harmony among homes by encouraging such common elements as white and pastel colors on clapboard siding, front porches with raised elevations of old brick or stucco, picket fences and tin roofs. However, the code will encourage diversity through individual expression in order that a contrived feeling does not result. Newpoint's management will have final approval on all house plans and the authority to assure compliance with the code through the community by-laws.

The site layout will utilize traditional neighborhood land planning methods giving a human scale rather than one with its primary focus on the automobile. These methods pay particular attention to the creation of defined spaces through the orientation of homes to the street and in the design of small parks. Newpoint will not attempt to copy, but simply use these methods which because of their nature give a warm and charming hometown feel. Combined with traditional Low country architecture Newpoint will become a very special place to live.

Development Plan

The community design divides the property into approximately 132 homesites, several parks, and a community dock facility. Roads, alleyways, water, cable, telephone, and electric service will be constructed and permits will be obtained for septic systems. Street and park landscaping will be planned per the development theme. The by-laws and architectural code will be established to assure compliance with the theme.

Development will be spread over three phases, each consisting of 40-50 homesites. The first comprises the southern 35% of the property and will include the entry to the project and 350 feet of the river frontage. The second phase will utilize the middle third of the property and will include 300 feet of river frontage and several parks. The final phase will be on the northern part of the property and consist of 350 feet of river frontage.

LOW COUNTRY HEALTH DISTRICT

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL



Beaufort County Health Department
P.O. Box 459
Beaufort, S.C. 29201-0459
(803) 525-7215

Bluffton Health Center
P.O. Box 235
Bluffton, S.C. 29910-0235
(803) 757-2251

Hilton Head Health Center
P.O. Box 1637
Hilton Head Island, S.C. 29928-1637
(803) 681-7131

P.O. Box 1479
Beaufort, S.C. 29901-1479
August 23, 1991

Colleton County Health Department
P.O. Box 229
Walterboro, S.C. 29488-0229
(803) 549-1516

Hampton County Health Department
P.O. Box 37
Hampton, S.C. 29924-0037
(803) 943-3878

Jasper County Health Department
P.O. Box 220
Ridgeland, S.C. 29936-0220
(803) 726-8121

Mr. Vince Graham
The Newpoint Company
1401 North Street
Beaufort, SC 29902

RE: Proposed 47 lot subdivision known as Newpoint Subdivision, Phase I, Sams Point Road, Beaufort County.

Dear Mr. Graham:

We are in receipt of the following items pertaining to this property:

1. Application for subdivision dated July 31, 1991.
2. Preliminary plat of Newpoint Subdivision by Gasque and Associates, Inc.
3. Random soil borings taken by health department representatives.
4. Soil Conservation Service Soils Map.

We have reviewed the recent findings by members of the Beaufort County Health Department as to the soil conditions in this proposed subdivision. Their preliminary evaluation has indicated the soil conditions are generally suitable for individual septic tank systems. It was noted there are a few areas which do not appear to be suitable due to the estimated high seasonal water table of the soils. Our review of these items indicates that for the most part septic tank systems are feasible for use in Phase I of this project.

The worst areas, due to the estimated high seasonal water table, appears to be in the vicinity of lots 35, 37, 38, 46, and 47. You might consider combining these areas with other lots which do have soil conditions suitable for septic tank systems.

After consultation with Mr. James White, District Director of Environmental Quality Control, as well as others, and after review of the above mentioned items, we therefore approve the concept of using septic tank systems as the method of sewage disposal for Phase I of this subdivision. Once we receive a final plat of the proposed subdivision, we will be glad to reevaluate the project for any proposed changes. If there are no changes made, we will need to receive a recordable plat. Also, the means for water supply needs to be approved by the Department of Environmental Quality Control. We ask that you please contact either Mr. James White or Ms. Penny Cornet with EQC to ascertain if any additional permits are needed for the water supply serving this subdivision. Their phone number in Beaufort is 522-9097.

Once we receive the above requested information, we can then further evaluate this project for final approval.

00082

Page 2
August 23, 1991

It has been a pleasure to have served you in this matter. We wish you much success and offer to further assist you if needed.

Sincerely,



Donald G. Campbell, R.S.
District Environmental Health Director

cc: T. L. Jeffears
Blaine Lyons
James White

00083

Waste Management of Bluffton
P.O. Box 369
Simmonsville Road
Bluffton, South Carolina 29910
803/524-3621 803/785-2066



A Waste Management Company

September 4, 1991

Vince Graham
1401 North Street
Beaufort, SC 29902

Re: Intent of service for "Newpoint Development"

Dear Mr. Graham:

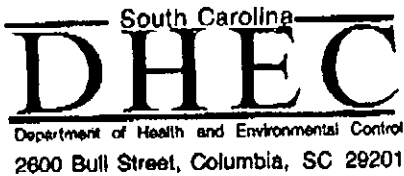
Waste Management can provide refuse removal service for "Newpoint Development", 132 homes, located between Sams Point Road and Factory Creek south of Bluff Farms on Lady's Island. Each is \$11.85 per month, billed every 3 months at \$35.55 per quarter.

If you have any questions or any additional information is needed, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Marian Aimar".

Marian Aimar
Sales Coordinator



Commissioner: Michael D. Jarrett

Board: John B. Pate, MD, Chairman
William E. Applegate, III, Vice Chairman
John H. Burfiss, SecretaryToney Graham, Jr., MD
Richard E. Jabbour, DDS
Henry S. Jordan, MD
Robert J. Stripling, Jr.*Promoting Health, Protecting the Environment***BUREAU OF DRINKING WATER PROTECTION**

October 22, 1991

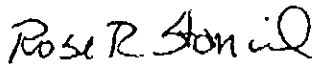
Mr. Stephen L. Davis
Davis & Floyd, Inc.
Post Office Drawer 428
Greenwood, SC 29648Re: Newpoint Development
Water System #0720003
Beaufort County

Dear Mr. Davis,

I have reviewed the information submitted for the above referenced project. The water system as proposed is acceptable by this office. A permit to construct can be issued once certification for this project is received from the South Carolina Coastal Council.

If I can be of any further assistance, do not hesitate to contact me at 734-4729.

Sincerely,

Rose R. Stancil
Environmental Engineering Associate
Water Supply Permitting Section
Water Supply Construction Division

RRS\NEW

CC: Mr. James White, Dist. Dir.
The Newpoint Company

00085



United Inter-Mountain Telephone Company
United Telephone Company of the Carolinas

United Telephone System—Southeast Group
1413 Prince Street • P.O. Drawer 1659 • Beaufort, South Carolina 29902

November 22, 1991

Mr. Vincent G. Graham
Real Estate Brokerage & Development
1401 North Street
Beaufort, South Carolina 29902

Re: New Point - Lady's Island

Dear Mr. Graham:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone Company will require two (2) copies of your final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that this office be notified in writing thirty (30) days prior to start of construction. We will require prints of each phase as it is developed.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

A handwritten signature in cursive script, appearing to read "Frank E. Scott".

Frank E. Scott
Project Engineer

FES:eh

00086



BEAUFORT COUNTY PUBLIC WORKS

Route 8, Box 274
Beaufort, South Carolina 29902
(803) 846-3910 FAX (803) 846-3919

Shanklin Road
State Road S - 7 - 86
Burton, South Carolina

E.M. Russell, Jr.
Deputy Administrator

Harold B. Cordell
Director, Central Garage

Gordon S. Crispin
Zoning & Development
Administrator

Arthur L. Cummings
Director, Building Codes

Erik H. Freiesleben
County Engineer/Surveyor

Curtis A. Pauling, Jr.
Solid Waste Coordinator

James C. Winn
Director
Buildings & Grounds

Date: _____

Developer: _____

Address: _____

Project: Newport MP

Your preapplication submittal of project _____
_____ has been determined to
be lacking the following items:

- 1) statement for water/septic
- 2) elect & telep. for entire POD
- 3) provision of road maint. in HOA
- 4) _____
- _____
- _____
- _____
- _____
- _____

Upon submission of the missing items the project will be scheduled for review.

Yours truly,

Gordon S. Crispin
Zoning/Development
Administrator

Erik H. Freiesleben, PE & RLS
County Engineer/Surveyor

GSC/sjd

Davis & Floyd, Inc.

ENGINEERS

POST OFFICE DRAWER 428

GREENWOOD, SOUTH CAROLINA 29648

803-229-5211

December 3, 1991

Mr. Gordon Crispin
Development Review Administrator
Public Works Office
Route 8, Box 274
Beaufort, S.C. 29902

Re: Newpoint Development Resubmittal

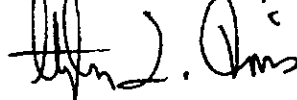
Dear Mr. Crispin:

Enclosed are the revisions to the above referenced project which address all items determined to be lacking by your November 19, 1991 letter. As you recall, Vince Graham and I met with you and Scott Langford on November 26, 1991 to discuss this submittal and we have included additional items discussed at that meeting.

Please place this project on the schedule to be reviewed during the regularly scheduled DRC meeting on December 23, 1991. Should you have any questions concerning this project, please do not hesitate to call this office. We appreciate your attention to this and other matters.

Sincerely,

DAVIS & FLOYD, INC.



Stephen L. Davis

SLD/ca

00088

TO: ZONING/DEVELOPMENT ADMINISTRATION

PROJECT NAME: Newport - 132 units

LOCATION: Lady's Island ZONE: _____

PRELIMINARY

- WATER/SEWERAGE IS AVAILABLE TO THIS PROJECT BY VIRTUE OF SYSTEMS ALREADY SERVING THE GENERAL AREA.
- WATER/SEWERAGE IS NOT AVAILABLE FROM OUR RESOURCES.

FINAL

- WE HAVE COMMITTED TO SERVE THIS PROJECT FOR WATER.
- WE HAVE COMMITTED TO SERVE THIS PROJECT FOR SEWERAGE.

EXPECTED DATE ON WHICH COMMITTED UTILITIES MAY BE USED:

WATER: _____

SEWERAGE: _____

11-25-91
Date

John F. Kelly
For Beaufort/Jasper Water & Sewer Authority

MEMORANDUM**TO:** Stephen Davis**FROM:** Vince Graham**DATE:** November 21, 1991**RE:** DRC - Trees to be removed.

Within the actual road bed all trees are to be removed. Outside the road bed, but still within the right-of-way all trees are to be removed except for the following:

Magnolias of any size
Live Oaks of any size
Water Oaks 16" or larger
Pines 16" or larger
Hickorys 12" or larger

Sidewalks are to wind around all of the above saved trees when necessary. Please note that live oaks, red maples, palmettos, magnolias, and dogwoods are to be planted in the grass strip between curb and sidewalk at intervals of approximately 30 feet. No trees over 6" caliper are to be removed outside the road right-of-way without written permission of the Newpoint Architectural Committee.

BEAUFORT-JASPER WATER & SEWER AUTHORITY

Post Office Drawer 2149
Beaufort, South Carolina 29901-2149
(803) 524-7322 • (803) 726-4915 • (803) 757-2667
FAX (803) 726-6346

MEMBERS

Charles O. Peyton
Chairman
C. Scott Graber
Vice-Chairman
Alexander Yearley, IV
Secretary/Treasurer

William D. Moss, Jr.
General Manager

Thaddeous Z. Coleman
Barry Connor
Louis F. Davis
Don Fisher
William C. Hall
Bailey Preacher

September 9, 1991

Mr. Stephen Davis
Davis & Floyd Inc.
P.O. Drawer 428
Greenwood, S.C. 29648

RE: Newpoint Development - Phase I

Dear Mr. Davis:

The Authority has reviewed and approved the revised plans and specifications for the referenced project. The Authority will commit to provide water service to the project upon payment of the appropriate fees. Enclosed is a set of documents the Authority uses for the conveyance of facilities and to obtain the required easements. Since the Authority will own and operate the constructed facilities, these documents must be executed prior to our acceptance of the facilities.

If you have any questions, please give me a call.

Sincerely,



Ed Saxon, P.E.
Chief Engineer

c. Dyke Spencer

00091



United Telephone System—Southeast Group
1413 Prince Street • P.O. Drawer 1659 • Beaufort, South Carolina 29902

November 22, 1991

Mr. Vincent G. Graham
Real Estate Brokerage & Development
1401 North Street
Beaufort, South Carolina 29902

Re: New Point - Lady's Island

Dear Mr. Graham:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone Company will require two (2) copies of your final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that this office be notified in writing thirty (30) days prior to start of construction. We will require prints of each phase as it is developed.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

A handwritten signature in cursive script, appearing to read "Frank E. Scott".

Frank E. Scott
Project Engineer

FES:eh

COUNTY OF BEAUFORT, SOUTH CAROLINA
ZONING / DEVELOPMENT STANDARDS ORDINANCE
- PRELIMINARY PLAN APPLICATION -

DATE APPLICATION ACCEPTED: <i>11/10/91</i>	RECEIVED BY: <i>SD</i>	FILING FEE: <i>665⁰⁰</i>	RCPT #: <i>223381</i>	ZONE: <i>DD</i>
PROJECT NAME: <i>Newport PUD</i>				OVERLAY: <i>N/A</i>
PROJECT TYPE: <i>PUD</i>				
APPLICANT (DEVELOPER) NAME, ADDRESS: <i>The Newport Co. POB 2355, Bldg 29901</i>			PROPERTY OWNER NAME, ADDRESS:	
PROJECT LOCATION: <i>Ludip Island</i>			PHONE #:	
DISTRICT MAP #: <i>202/015</i>	LAND AREA (ACRES): <i>33.6</i>	LOTS/UNITS #: <i>104/26</i>	DENSITY: <i>2/R</i>	
PARCEL #: <i>114+713</i>	BLDG. AREA (SQ.FT.):	BLDG. HEIGHT:	FIRE DISTRICT: <i>L.I</i>	

- PRELIMINARY APPLICATION INFORMATION REQUIRED - ALL DEVELOPMENT -

<input checked="" type="checkbox"/> SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT SITE PLAN(S) CONTAINING: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION. <input checked="" type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS. <input checked="" type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS (NAME, NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY. <input checked="" type="checkbox"/> EXISTING DRAINAGE FACILITIES, CANALS, DITCHES, AND WATER COURSES ON AND ADJACENT TO PROPERTY. <input checked="" type="checkbox"/> EXISTING RIVERS, CREEKS, MARSHES, AND WETLANDS ON AND ADJACENT TO PROPERTY. <input checked="" type="checkbox"/> ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UN-DEVELOPED, OR COMMERCIAL, ETC.) . <input checked="" type="checkbox"/> EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON AND ADJACENT TO PROPERTY. <input checked="" type="checkbox"/> EXISTING BUILDINGS, STRUCTURES, AND FACILITIES ON DEVELOPMENT PROPERTY. 	<input checked="" type="checkbox"/> PROPOSED BUILDINGS, STRUCTURES, AND FACILITIES. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS, INTERNAL CIRCULATION ROUTES, PARKING SPACE LAYOUT AND DIMENSIONS. <input checked="" type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE, AND LANDSCAPED AREAS. <input checked="" type="checkbox"/> SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT). <input checked="" type="checkbox"/> TOPOGRAPHIC SURVEY. <input checked="" type="checkbox"/> PRELIMINARY STORMWATER DRAINAGE PLAN. <input checked="" type="checkbox"/> PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN. <input checked="" type="checkbox"/> PROPOSED PHASING. <input checked="" type="checkbox"/> BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOPMENT DISTRICT ONLY).
<input checked="" type="checkbox"/> NARRATIVE DESCRIBING THE PROJECT'S INTENT AND SCOPE.	

ADDITIONAL PRELIMINARY APPLICATION INFORMATION - SUBDIVISIONS, CONDOMINIUMS

<input checked="" type="checkbox"/> PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> PROPOSED STREETS, RIGHT-OF-WAY WIDTH, TOTAL MILES PROPOSED. <input checked="" type="checkbox"/> PROPOSED STREET NAMES. <input checked="" type="checkbox"/> PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER SYSTEM, OPEN SPACE, AMENITIES. 	<input checked="" type="checkbox"/> PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS. <input checked="" type="checkbox"/> OTHER AGENCY PRELIMINARY COMMENTS OR APPROVALS ON ELEMENTS OF THE PROPOSED DEVELOPMENT OVER WHICH SUCH AGENCIES HAVE PERMITTING AUTHORITY. (U.S. ARMY CORPS OF ENGINEERS, S.C.COASTAL COUNCIL, FIRE DISTRICT, AND BOARD OF ADJUSTMENTS)
--	--

APPLICANT'S SIGNATURE: _____ DATE: _____	<input checked="" type="checkbox"/> COUNTY ENGINEER'S APPROVAL <input checked="" type="checkbox"/> FIRE OFFICIAL APPROVAL <input checked="" type="checkbox"/> S.C.D.H.& P.T. ENCROACHMENT PERMIT REVIEW DATE: <i>11/3/91</i> APPROVAL DATE: <i>11/3/91</i>
---	---



BEAUFORT COUNTY PUBLIC WORKS

Route 8, Box 274
Beaufort, South Carolina 29902
(803) 846-3910 FAX (803) 846-3919

Shanklin Road
State Road S - 7 - 86
Burton, South Carolina

E.M. Russell, Jr.
Deputy Administrator

Harold B. Cordell
Director, Central Garage

Gordon S. Crispin
Zoning & Development
Administrator

Arthur L. Cummings
Director, Building Codes

Erik H. Freiesleben
County Engineer/Surveyor

Curtis A. Pauling, Jr.
Solid Waste Coordinator

James C. Winn
Director
Buildings & Grounds

TO : Beaufort County Development Review Committee

FROM: Erik H. Freiesleben, P.E. & P.L.S
County Engineer/Surveyor

SUBJ: New Point, Phase I - Final
Lady's Island

DATE: January 9, 1992

I. PROJECT DESCRIPTION

Phase I of masterplan with roads and
drainage

II. DESIGNER

Davis & Floyd

III. PROJECT PARAMETERS

Horizontal speed bump
Septic tank approval
Privacy fence

IV. ZONING IMPACT

DD

V. RECOMMENDATION

Approval with conditions of:

1. Privacy fence placed against Bluff Farms
2. Horizontal speed bump to be staked in field and reviewed at that time. Should either the County Engineer or the DSO Fire Official find the curve to be unacceptable for any reason, the road shall be straightened

00094

Beaufort County, South Carolina
PRELIMINARY APPLICATION
Zoning and Development Administration

Application No.: P - 0003 Zone: DD Date Issued: 1/13/92

Development Name: Newport PUD

Development Address: POB 2355, Beaufort, SC 29901

District/Map/Parcel Number: 200/015/7A+7B Acreage: 53.6

Type of Development: Planned Unit

This approval form certifies that the above named development has met and is in accordance with the Zoning and Development Standards Ordinance for preliminary approval.

By: [Signature]
Zoning and Development Standards Administrator

Conditions of Approval:

1. Preliminary approval shall expire two (2) years from date of approval.
2. Preliminary approval is a conceptual approval and does not provide for construction, development activity, or sale of lots.
3. Conceptual approval invites the applicant to proceed to final approval.

January 10, 1992

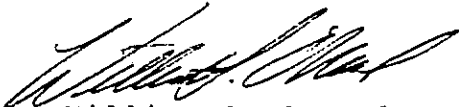
Mr. Vincent G. Graham
The Newpoint Company
P. O. Box 2355
Beaufort, S. C. 29901

Dear Vince,

I want to thank you for meeting with me earlier this week to discuss your proposed development and listen to my concerns. I appreciate your willingness to provide a 6' wooden privacy fence along the property line separating your alley way from the Bluff Farm lots. This alleviates my concerns regarding possible nuisance created by the close proximity of traffic to my back door.

Thank you again for your cooperation and willingness to be a good neighbor. It is my sincere wish that your development is both successful and profitable.

Sincerely,
BESinc



William G. O'Neal, P. E.
President

WGO/bk
cc: Gordon Crispin ✓

To : Gordon S. Crispin, Zoning & Development Administrator
From: Sandra Doerr, Assistant to Zoning/Development Admin.
Subj: Revision of Newpoint Masterplan
Date: April 29, 1993

Bob Turner called the office on Tuesday, 27 April, requesting guidance on what steps are required for a revision of the Newpoint masterplan, since one property owner wishes to establish a bed and breakfast within the residence.

I was unable to take that call, so in returning the call, talked with Vince Graham. I told him it would require a revision of the masterplan thru the public process. I suggested he contact the planning office as to what additional materials they would like as a part of the revision request.

Mr. Turner called back on Wednesday, stated Mr. Graham had called planning and was told the public process was not necessary.

I talked to Michael Behrendt today. He confirmed the conversation with Mr. Graham, stating that the zoning for Newpoint is DD and the land use is a conditional PUD and the DRC is the authority to grant masterplan changes to this project.

After talking with planning office, I contacted Mr. Turner and advised him that the project should be brought to the DRC.

Rethinking Residential Streets

by Joseph R. Molinaro, AICP

In communities across the country, planners, engineers, developers, and local officials are trying to create more livable neighborhoods by taking a new look at design requirements for residential streets. Streets define the character of our communities and contribute to our sense of place — whether a quiet village, comfortable neighborhood, or bustling city street.

While interstate highways and arterial highways properly assign foremost priority to traffic needs, the residential environment must respond to many other concerns. Residential streets are more than just conduits for traffic; they form the setting for our homes and are where neighbors meet and talk and children play. In some ways, residential streets should be considered as extensions of our front yards, rather than as transportation facilities.

Unfortunately, outdated regulations in many communities require residential streets to be designed to standards that are suitable for major roadways. When the automobile began to dominate our landscape in the 1950s, transportation planners and engineers developed techniques for handling large volumes of traffic at higher speeds. This work, combined with substantial public funding, produced the modern, efficient highway network this nation enjoys today.

But many of the design standards developed for highways were incorporated into local subdivision regulations and inappropriately applied to residential streets. Too often, the result has been residential areas designed with streets that violate the sense of neigh-

borhood and that encourage high-speed travel through our communities.

Inappropriate street standards also make our neighborhoods less attractive by requiring the paving of overly wide street surfaces. In addition to its unappealing aesthetic consequences, excessive pavement causes environmental problems — more stormwater

“RESIDENTIAL STREETS ARE MORE THAN JUST CONDUITS FOR TRAFFIC; THEY FORM THE SETTING FOR OUR HOMES AND ARE WHERE NEIGHBORS MEET AND TALK AND CHILDREN PLAY.”

runoff and heat buildup — and increases construction costs for the developer and maintenance costs for the community.

STREET DESIGN PRINCIPLES

Street Hierarchy: Blanket standards for all streets ignore community needs and fail to recognize that different traffic characteristics demand different street design standards. For example, a cul-de-sac with 10 houses does not experience the volume and type of traffic carried by collector or arterial roads. Designing each street to match its function is at the heart of better street design standards. []

While major roadways (arterials and collectors) are designed primarily for the smooth flow of traffic, local streets should be designed for much

slower speeds. Traffic must be “kept in its place” if residential areas are to offer much-desired safety and low noise levels. The Boone County (Kentucky) Comprehensive Plan, for example, states that local streets should “[P]rovide the greatest degree of access to abutting property. Service of through traffic is clearly subordinate and even discouraged by low posted speeds and street design.”

Street Width: Perhaps the most important design feature of any residential street is its width. Contrary to the common wisdom of earlier decades, engineers and planners now realize that in residential neighborhoods, wider streets are more dangerous than narrow streets because they encourage drivers to speed. Subcollector streets function well at 26-foot widths. Access streets, such as short lanes or cul-de-sacs, require widths of only 20 to 24 feet. The narrower widths assume that most resident parking is accommodated in garages or driveways.

Right-of-Way Width: The right of way need only be as wide as necessary to accommodate the street pavement, sidewalks, grass strip and street trees, and utilities. For a 26-foot wide subcollector street with sidewalks, a 42 to 46 foot right-of-way should be sufficient. A 22-foot wide cul-de-sac without sidewalks may need a right-of-way of only 24 feet.

Requiring excessive rights-of-way wastes land and places unnecessary restrictions on the layout of lots. Also, while rights-of-way for arterial roads may need to accommodate future widening, those for residential subdivision streets do not.

Street Geometry: Geometry is the



Streets serving only a few homes need only be twenty feet wide

term used by civil engineers to describe aspects of road design such as sharpness of curves and steepness of slopes. Obviously, the geometry required for a superhighway with a 65 m.p.h. speed limit is different than that needed for a residential street with a speed limit of 20 m.p.h. At high speeds, for example, safety requires more gradual curves; at low speeds, cars can easily negotiate the sharpest of curves.

Residential streets should be designed with tighter turns than major roads. These tighter turns force drivers to go slower, while also adding to the visual interest of the street. At intersections, the turn radius can be kept smaller, forcing cars to come to a full stop before turning rather than making a "rolling stop."

In determining geometry and street width, the need for providing emergency vehicle access must be ad-

dressed. But this does not mean that residential streets have to be oversized. Today's modern fire fighting vehicles are more maneuverable than earlier equipment, and oversized trucks such as hook and ladder typically do not respond to fire calls in single-family residential areas. If fire truck accessibility is a special concern in a community, it would be more economical to purchase trucks that fit local streets, rather than build all streets to meet the needs of the largest size fire trucks.

WORKING FOR CHANGE

In Albuquerque, New Mexico, Larry Collins, the development director of Sivage Thomas Homes, suggested to the planning commission that the city amend its street standards in conjunction with its ongoing revision of Albuquerque's Development Process

continued on next page

Development codes or subdivision regulations can recognize variable street needs by specifying a hierarchy of streets. In *Residential Streets*, a joint publication of the American Society of Civil Engineers, the National Association of Home Builders, and the Urban Land Institute, the following four-tiered hierarchy is recommended:

- *Arterial streets* are high-volume streets that conduct traffic between towns and activity centers and connect communities to major state and interstate highways. Typically, residences are not located on arterials.

- *Collector streets* are the principal traffic arteries within residential or commercial areas. They carry relatively high traffic volumes and should be designed to promote the free flow of traffic, including public transit buses and school buses. Some residences may front on these streets.

- *Subcollector streets* are relatively low-volume streets that provide access to residential lots and serve some through traffic to lower-order (access) streets.

- *Access streets* are the lowest-volume streets. Their purpose is to handle traffic between dwelling units and higher-order streets. They usually carry no through traffic and include short streets, cul-de-sacs, and courts. Access streets serve only a few dwelling units.

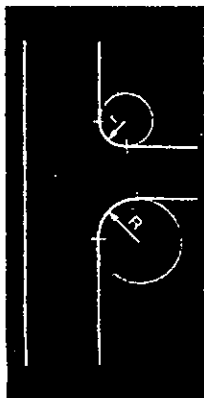
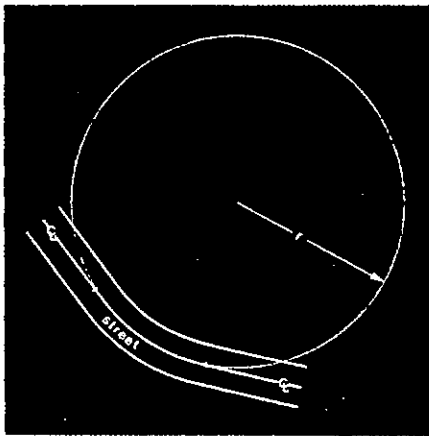


Resources

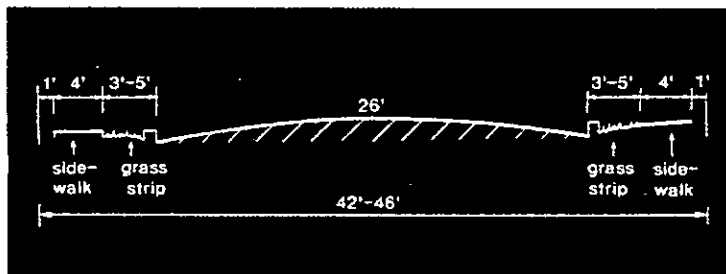
Residential Streets can be purchased from the National Association of Home Builders Bookstore, 1-800-223-2665.

Street-Wise Glossary :

Horizontal curves are described by the radius of the circle formed by the centerline of that curve.



Intersection radius (or curb return) is the radius of the circle formed by the intersecting streets at the corner.



Right-of-way is the total width dedicated to public use, which may include, in addition to the street pavement, the areas for sidewalks, street trees, utilities, and maintenance.

Rethinking Residential Streets...

continued from previous page

Manual (DPM). With the commission's encouragement, Collins convened a committee of private sector engineers and design professionals, which reviewed various published recommendations of national engineering and planning organizations.

The planning commission was impressed with the committee's effort and decided to establish a task force chaired by the former city traffic engineer. The task force included Collins, two planning commissioners, the city traffic engineer, and representatives of the fire chief and several other departments. It spent several months meeting with interested parties, discussing alternatives, and developing new standards.

While existing standards require all streets to be 32 feet wide, the task force recognized different types of streets. Its recommendations call for street widths ranging from 22 to 32 feet, with most falling between 24 to 28 feet. The recommendations would also reduce right-of-way widths, and scale back on required horizontal curvatures. Further, they would reduce the intersection radius and the radius of cul-de-sac turnarounds.

In Livingston County, Michigan, a fast-growing county north of Ann Arbor, the county road commission's existing regulations do not differentiate subdivision streets from arterial roads. Rather, all streets must be designed to the county's standards for rural highways. This has resulted in excessive pavement and right-of-way widths for neighborhood streets. For example, all streets must have a right-of-way of 66 feet. Recently, however, many commissioners, planners, and builders have worked to evaluate these street standards and develop alternatives.

One alternative to meeting county road standards is for townships to adopt their own standards. But townships in Livingston County are not willing to accept dedication of streets. "Liability and maintenance are the two issues the townships are concerned about," says George Bacalis, president of Artisan Builders and chairperson of the County HomeBuilders' Public Policy Committee.

To develop more reasonable standards, the home builders are working with townships to develop mutually acceptable specifications for private streets, as well as legal language that will ensure that homeowners associations will assume responsibility for maintenance and liability. In addition, the county road commission has agreed to consider changes in its roadway specifications. An interdisciplinary committee formed by the county planning director will make recommendations to the road commission.

SUMMING UP:

Several decades of experience have demonstrated that residential street standards based on highway engineering concepts intended to move high-speed traffic do not produce the intimate scale, tranquility, and safety neighborhood residents want.

Planning for more livable streets has many constituencies: citizen groups, environmentalists, home builders, and planning and design professionals. As a result, an increasing number of communities have begun to rethink their street standards.

Joseph R. Molinaro, AICP, is Director of Land Development Services for the National Association of Home Builders in Washington, D.C., and is a coauthor of Residential Streets. He holds a Masters of Urban and Regional Planning from Virginia Polytechnic Institute and State University.

Alan A. Szatkowski
Jane S. Szatkowski
10 Planters Circle
Beaufort, S. C. 29902

Zoning and Development Administration
Route 8 Box 274
Beaufort, S. C. 29902

Dear Sirs:

We are writing to you for the purpose of voicing our strong objections to the proposed development of the property adjacent to Bluff Farm on Lady's Island, known as Newpoint.

As concerned residents, we feel this development is not compatible with the surrounding neighborhoods due to the density of the project, i.e. Bluff Farm has 3/4 acre lots versus Newpoint which plans to have 4 houses per acre. The narrow lots preclude the flexibility of building around trees. Though the developer complies with the statute designed to protect such trees, the very nature and density of this subdivision leaves the homeowner no choice but to clear trees in order to build his house, garage, and driveway; thus destroying large, beautiful live oaks as development proceeds and lots are sold.

The density of the project is also potentially threatening to the environment due to the number of septic systems created by such a development. With heavy rain seasons, lots of concrete, rooftops and roads leaves minimum land absorption areas, creating septic tank saturation and back-up with run off into Factory Creek.

Highway 802, which borders the proposed subdivision, is a very busy road, presenting possible traffic hazards and congestion.

We, as residents of Lady's Island, are not against development. However, the beauty and environmental welfare of our community should not be spared for developmental proceeds created by a subdivision of such density as Newpoint.

Due to our work schedules, we are not able to attend the meeting on December 23 with the Beaufort Development Review Committee. We strongly wish for our views to be made known to members of the board.

Thank you.

Sincerely,

Alan A. Szatkowski
Jane S. Szatkowski

00101



United Telephone System—Southeast Group

1413 Prince Street • P.O. Drawer 1659 • Beaufort, South Carolina 29902

August 5, 1991

Mr. Vince Graham
1401 North Street
Beaufort, South Carolina 29902

Re: Newpoint - Lady's Island - Phase I

Dear Mr. Graham:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone will require two (2) copies of your final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that all permanent easements, right-of-ways, as discussed for rear lot feeds be included on the above mentioned plans and that this office be given written notification at least thirty (30) days prior to start of construction.

Adherence to these requests and the provision of established easements cleared of all impediments to digging will result in no cost to the developer.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

A handwritten signature in cursive script that reads "R. J. Kozma".

R. J. Kozma
Project Engineer



BEAUFORT COUNTY PUBLIC WORKS

Route 8, Box 274

Beaufort, South Carolina 29902

(803) 846-3910 FAX (803) 846-3919

Shanklin Road

State Road S - 7 - 86

Burton, South Carolina

E.M. Russell, Jr.
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Harold B. Cordell
Director, Central Garage

Gordon S. Crispin
Zoning & Development
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Arthur L. Cummings
Director, Building Codes

Erik H. Freiesleben
County Engineer/Surveyor

Curtis A. Pauling, Jr.
Solid Waste Coordinator

James C. Winn
Director
Buildings & Grounds

Date: _____

Developer: _____

Address: _____

Project: Phase 1 - New Point

Your preapplication submittal of project _____
has been determined to
be lacking the following items:

- 1) open space to be recalculated
- 2) temporary cul-de-sacs at end of roads
- 3) turning radius required on all commons rds.
- 4) FEMA flood hazard certification on plat
- 5) SECC certification critical line cert.
- 6) lots 35, 37, 38, 46 + 47 not approvable
- 7) proposed speed limit & show curve radii
at New Point Rd + President Ave ^{and all other curves} and Hayes
- 8) tree plan to show trees to be removed

Upon submission of the missing items the project
will be scheduled for review.

Yours truly,

Gordon S. Crispin
Zoning/Development
Administrator

Erik H. Freiesleben, PE & RLS
County Engineer/Surveyor

GSC/sjd

9) narrative as to why draining to wetland rather than marsh & whether wetland has capacity to absorb increase flow from develop.

10) show proposed finished contours

11) plans showing drainage basins w/ cal. attached

12) drainage application

13) road ~~sign~~ directional signs for "commons" to be shown

BEAUFORT-JASPER WATER & SEWER AUTHORITY

TO: ZONING/DEVELOPMENT ADMINISTRATION

PROJECT NAME: Newport - 132 units

LOCATION: Lady's Island ZONE: _____

PRELIMINARY

WATER/SEWERAGE IS AVAILABLE TO THIS PROJECT BY VIRTUE OF SYSTEMS ALREADY SERVING THE GENERAL AREA.

WATER/SEWERAGE IS NOT AVAILABLE FROM OUR RESOURCES.

FINAL

WE HAVE COMMITTED TO SERVE THIS PROJECT FOR WATER.

WE HAVE COMMITTED TO SERVE THIS PROJECT FOR SEWERAGE.

EXPECTED DATE ON WHICH COMMITTED UTILITIES MAY BE USED: _____

WATER: _____

SEWERAGE: _____

11-25-91
Date

John J. Kelly
For Beaufort/Jasper Water & Sewer Authority



United Inter-Mountain Telephone Company
United Telephone Company of the Carolinas

United Telephone System—Southeast Group

1413 Prince Street • P.O. Drawer 1659 • Beaufort, South Carolina 29902

August 5, 1991

Mr. Vince Graham
1401 North Street
Beaufort, South Carolina 29902

Re: Newpoint - Lady's Island - Phase I

Dear Mr. Graham:

United Telephone Company will provide telephone facilities to the proposed development in accordance with our standard practices and tariff on file with the South Carolina Public Service Commission.

United Telephone will require two (2) copies of your final plans, as approved by the Beaufort County Planning Board, before telephone service can be provided. Please furnish this office with your final plans as soon as possible. This is very crucial for our 911 System. It is also requested that all permanent easements, right-of-ways, as discussed for rear lot feeds be included on the above mentioned plans and that this office be given written notification at least thirty (30) days prior to start of construction.

Adherence to these requests and the provision of established easements cleared of all impediments to digging will result in no cost to the developer.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

A handwritten signature in cursive script that reads "R. J. Kozma".

R. J. Kozma
Project Engineer

00105

Beaufort County, South Carolina
ZONING PERMIT
Zoning & Development Administration

Permit Number 10405 Zone PUD Date Issued 6/30/03
Applicant's Name Patty Roy's Residence
Property Owner's Name SAME
Address 23 Waterside Dr; Lady's Isl.
District/Map/Parcel Number 200-15A-83 Approved Use SIF Residence

THIS PERMIT CERTIFIES THAT THE ABOVE NAMED
HAS MET AND IS ACCORDANCE WITH THE BEAUFORT
COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE

BY: Jamela Judge

CONDITIONS OF PERMIT APPROVAL:

NO specimen Trees To Be Removed

**COUNTY OF BEAUFORT
ZONING & DEVELOPMENT STANDARDS ORDINANCE
-ZONING PERMIT APPLICATION-**

DATE ACCEPTED 6-30-03	RECEIVED BY TJ	FILING FEE	RECEIPT#	ZONING PLD	OVERLAY DISTRICT
PROJECT NAME Patty Ray's Residence			PROJECT TYPE SIF Residence		
APPLICANT(DEVELOPER)NAME,ADDRESS,PHONE# 23 Waterside Dr			PROPERTY OWNER NAME,ADDRESS,PHONE# Same		
PROJECT LOCATION Lady's Is	PIN 20-15A-83	LAND AREA(ACRES) 0.32	BLDG/HOME AREA (SQFT)	FIRE DISTRICT Lady's Is	

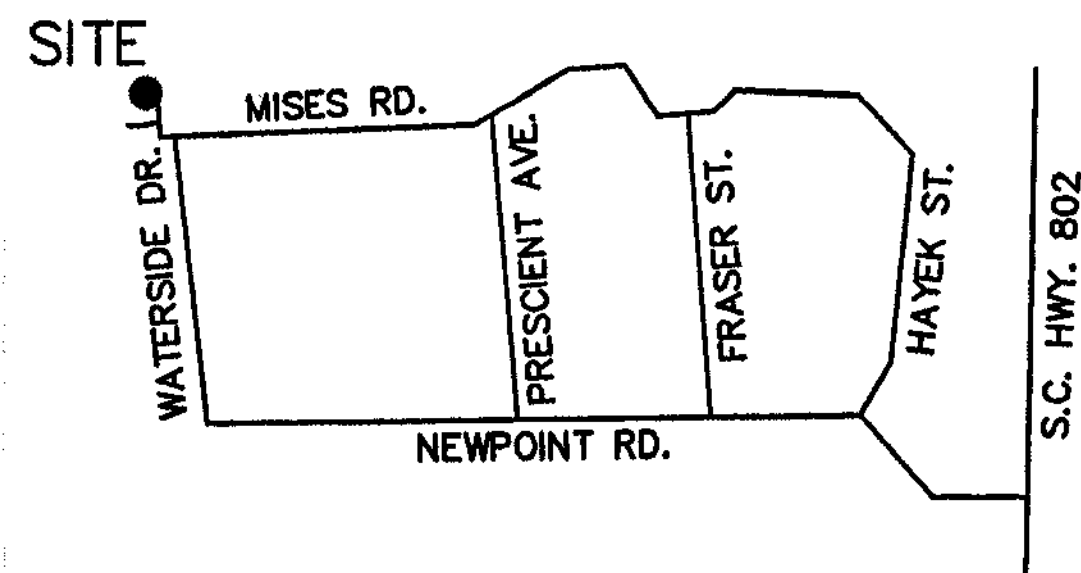
GENERAL INFORMATION REQUIRED

- THREE COPIES OF SITE PLAN/ PLAT
- VICINITY MAP SHOWING PROJECT LOCATION, NORTH ARROW, GRAPHIC SCALE AND DATE
- DEVELOPMENT PROPERTY BOUNDARY LINES WITH BEARINGS AND DISTANCES
- ROAD ACCESS TYPE () PUBLIC PRIVATE PAVED () UNPAVED
- EXISTING BUILDINGS, STRUCTURES ON PROPERTY
- SETBACKS, BUFFERS
- TREE SURVEY AND INDICATION OF REQUESTED TREE REMOVAL
- NO REQUESTED TREE REMOVAL
- SEWAGE DISPOSAL SEPTIC TANK () BJWSA () NONE
- WATER SUPPLY WELL () BJWSA () NONE
- OCRM CRITICAL LINE CERTIFICATION (SALTWATER MARSH/RIVER FRONT PROPERTY ONLY)
- STREET ADDRESS (E911)
- LOCATION OF SAND DUNES/MEAN HIGH WATER MARK (BEACH DEVELOPMENT ONLY)

PLEASE SEE ZONING OFFICIAL FOR ADDITIONAL INFORMATION ON THE FOLLOWING:

- HOME BUSINESS
- HOME OCCUPATION
- ACCESSORY USE/ANCILLARY USE
- TOWER EXPANSION/CO-LOCATION
- CHANGE OF USE
- SPECIAL EVENTS
- DOCKS
- TREE REMOVAL
- FAMILY DAY CARE
- CHRISTMAS TREE SALE
- CLEARCUTTING
- COMMERCIAL EXPANSION
- FAMILY COMPOUND
- OUTDOOR SALE/ROADSIDE STAND

Existing house - 1,708^{sq}
New House - 2,800^{sq}



7.62

LOCATION MAP (N.T.S.)

FACTORY CREEK

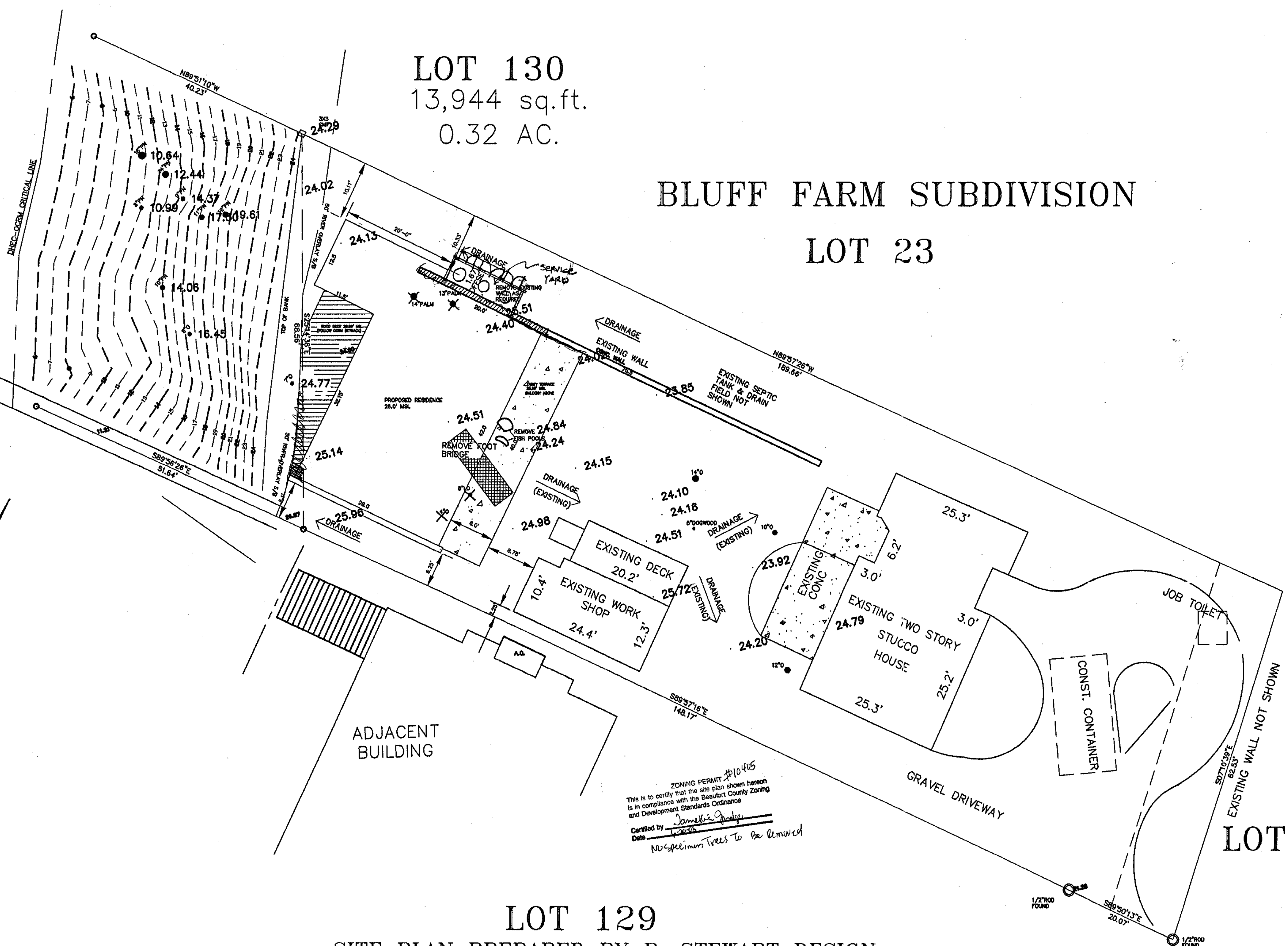
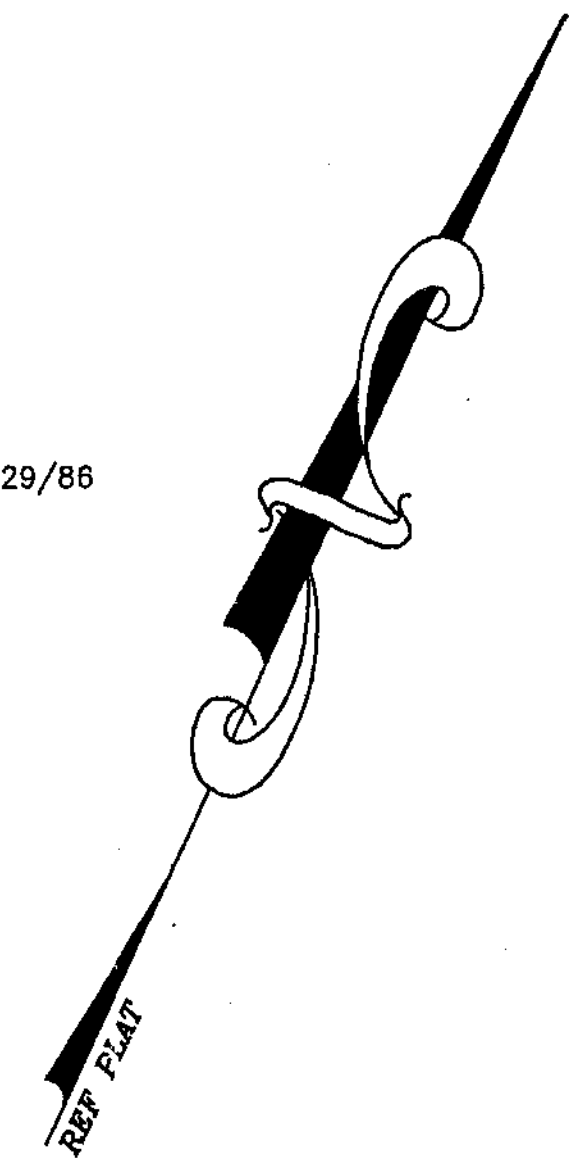
DOCK (N.T.S.)

LOT 130
13,944 sq.ft.
0.32 AC.

BLUFF FARM SUBDIVISION
LOT 23

- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
 - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLED SEARCH.
 - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY BEAUFORT COUNTY BUILDING CODES PHONE NUMBER (843)-470-2884.
 - 9.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "C" AS DETERMINED BY F.E.M.A. FIRM COMM-PANEL NUMBER 450025 0100 D. DATED 09/29/88 (INDEX DATE 11/04/92)

- REFERENCES:**
- 1.) T.M.S. 200-015A-0083
 - 2.) PLAT BY DAVID E. GASQUE DATED 12/31/92 PLAT BOOK 46, PAGE 93 BEAUFORT COUNTY R.M.C. OFFICE

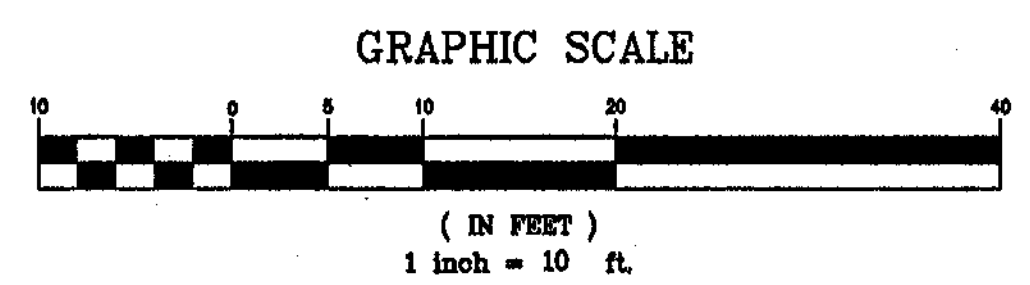


ZONING PERMIT #10405
This is to certify that the site plan shown hereon is in compliance with the Beaufort County Zoning and Development Standards Ordinance
Certified by *Jamelle Grady*
Date *12/18/03*
No specimen trees to be removed

LOT 129
SITE PLAN PREPARED BY R. STEWART DESIGN
VERIFY DIMENSIONS WITH SURVEYOR
PRIOR TO CONSTRUCTION
(revised 2/18/03)

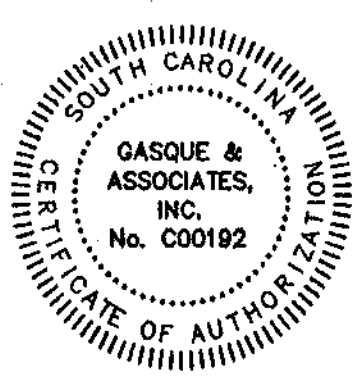
TREE & TOPOGRAPHICAL SURVEY
AND PLOT PLAN
LOT 130 NEW POINT SUBDIVISION
PREPARED FOR
PATTY RAY
LADY'S ISLAND
BEAUFORT COUNTY SOUTH CAROLINA

DATE 8/12/02 SCALE 1"=10'



DHEC-OCRM CRITICAL LINE
THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DHEC-OCRM, THE OFFICE OF OCRM IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT. ALL PROPERTY OWNERS OR PROSPECTIVE BUYERS ARE ADVISED TO HAVE THE LINE CHECKED BY COUNCIL STAFF PRIOR TO CONSTRUCTION OR CLOSING ON THE SALE OF THIS PROPERTY.

Jamelle Grady 6-30-03
SIGNATURE DATE
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE



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

David E. Gasque, R.L.S.
S.C. Registration Number 10908

Kern-Coleman & Co. LLC
Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientists
7 Mail Court (S1406) • P.O. Box 16179 • Savannah, GA 31416
912-994-9400 • Fax: 912-366-8955 • info@kerncoleman.com • www.kerncoleman.com

NOTE:
OUR PROFESSIONAL ENGINEER SEAL APPLIES ONLY TO THE STRUCTURAL SYSTEM OF THE BUILDING TO ADEQUATELY SUPPORT THE CURRENT DESIGN LOADS. ALL OTHER DETAILS ON THIS SHEET AND OTHER SHEETS ARE SPECIFICALLY EXCLUDED AND ARE THE SOLE RESPONSIBILITY OF OTHERS.

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

JOB# 21488/W.S. F.B.# NA DRAWN BY

**Newpoint
PUD Master
Plan Change**

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
) BEFORE THE ZONING BOARD OF APPEALS
) FOR BEAUFORT COUNTY
) IN RE:)
NEWPOINT PUD)
MASTER PLAN AMENDMENT)
THE NEWPOINT COMPANY,)
INC., LANDOWNERS)
) ORDER ON APPEAL FROM A
DECISION OF THE DRT

The Board of Zoning Appeals held a public hearing on April 28, 2003. Present on behalf of the Appellant The Newpoint Company, Inc., was David Tedder, attorney.

It appears from the documents filed by the Appellant that the matters contested arise from the disapproval by the DRT of a request to approve by a Master Plan amendment a re-platting of 3 lots (one of which is substantially larger than the other two) into five lots into the Subdivision known as Newpoint on Lady's Island. The essence of the appeal is that the re-platting is consistent with the conditions of the PUD Master Plan, that the DRT initially found that it was consistent with the Master Plan in its required written recommendation report to the landowner, and the decision of the DRT to deny was in error because it was not based on any failure of the submission to meet the requirements of Beaufort County.

Hilary Austin, Zoning and Development Administrator, made her presentation to the Board, and Mr. Tedder was allowed to question Ms. Austin and submit evidence to the Board. He then made his argument on the facts and the law.

After consideration of the evidence and arguments presented, in addition to the findings and other supporting bases considered by the Board at the hearing and found in the record of the proceeding, the Board makes the following findings of fact and conclusions of law.

1. Sections 106-787¹ and 106-788² of the ZDSO provides the procedures and standards for this

¹ Sec. 106-787. Procedures.

Appeals from a decision of administrative agents shall be heard by the ZBOA or the planning commission as shown in table 106-57, based solely on the materials (plans, documents, reports, studies, drawings, and testimony) available to the body or agent rendering the initial decision and advisory bodies prior to the decision. Appeals shall not consider new or altered plans, except that information submitted, but not discussed or considered in rendering a decision, shall be considered part of the original evidence. If hearings were held and testimony given, transcripts and other record items of those proceedings shall be the exclusive bases of the appeal. The appeal shall also consider this chapter's standards and state law.

(Ord. No. 99-12, § 1 (21.611), 4-26-1999)

Board to hear appeals from the decisions of the administrative agents of Beaufort County.

2. Appeals are to be based solely on the materials available to the body or agent rendering the decision prior to the decision.
 3. The standard of review generally requires that a showing be made that the decision maker made an error in reviewing whether a standard was met.
 4. Appellant submitted materials to the DRT in accordance with the requirements of the zoning ordinance (ZDSO)³ on or about February 24, 2004. The application was deemed complete
-

²

Sec. 106-788. Standards.

- (a) The zoning board of appeals or the planning commission are limited to the following determinations for an administrative appeal:
 - (1) The decision-maker made an error in reviewing whether a standard was met. The record must indicate that an error in judgment occurred or facts, plans, or regulations were misread in determining whether the particular standard was met.
 - (2) Where conflicting evidence exists, the appeal is limited to determining what evidence or testimony bears the greatest credibility in terms of documentation and qualifications of those making the determination.
 - (3) The decision-maker made the decision on standards not contained in this chapter or other county ordinances, regulations, or state law, or a standard more strict or broad was applied. This chapter does not permit administrative decision-makers to consider or create standards not officially adopted.
 - (4) An error in applying a standard or measuring a standard was made.
- (b) The board or commission, on an appeal shall not hear any evidence or make any decision based on hardships or special conditions. If such argument is made, it shall be heard either as a variance or special use in subdivision III and subdivision IV of division 3 of this article, respectively.
(Ord. No. 99-12, § 1 (21.612), 4-26-1999)

³Sec. 106-261. Development review team (DRT).

- (a) **Composition; responsibilities.** The development review team (referred to as the DRT) is facilitated by the ZDA and shall consist of the ZDA, the development review manager, the building codes official, and the county engineer. The DRT shall be responsible for the review and approval or nonapproval of all community and nonresidential developments, new streets, subdivision plats, and land development plans. The DRT shall provide recommendations to administrative bodies for all special uses and plat vacations. No proposal appearing before the DRT shall be approved except where it is in compliance with this chapter. DRT approvals require the affirmative vote of all DRT members.
- (b) **Meetings.** The following applies to meetings of the DRT:
 - (1) **Administration.** All projects and proposals requiring review by the DRT shall be coordinated and scheduled through the ZDA. When an appropriate application is determined by the ZDA to be complete, the ZDA shall distribute, for its review and comments, copies of the project or proposal application package to all DRT members and, if applicable, to the appropriate public safety departments and other entities that may be vital as determined by the DRT, for properly evaluating the proposed project or proposal.
 - (2) **Rules of procedure.** The DRT shall adopt rules of procedure and shall keep a record of meetings, findings, and determinations. The DRT shall record and may transcribe such meetings and proceedings as may be deemed necessary.
 - (3) **Recommendations or decisions.** All reviews by the DRT shall include written comments including a recommendation for approval/disapproval, and reasoning for the recommendation. Written comments shall be provided by each reviewer, on their official letterhead. A recommendation by the DRT shall not be considered until all staff comments have been provided. Approvals require an affirmative recommendation from all DRT members. All recommendations and decisions shall be accompanied by a written summary of the action, and recommendations

and sent to county staff for their comments in accordance with the ZDSO.

5. On or about March 8, 2004, the Zoning and Development Administrator sent a letter to the landowner's engineer, Jake Serrano, stating that in accordance with the ZDSO⁴, the letter served as the recommendation of each member of the Development Review Team (DRT).
6. The recommendation letter stated that the "DRT recommends approval. Project complies with PUD masterplan." The letter also stated that the DRT reserved the right to consider additional information, and that the DRT decision might change according to new facts or

to be mailed to the applicant and included in their file. An applicant receiving a nonapproval may, at the applicant's discretion before the scheduled DRT meeting, postpone further consideration of the application to address and correct the issues presented by individual DRT members, or reapply, subject to new application procedures. Once scheduled for a DRT meeting, an applicant may only reschedule twice to correct deficiencies in the proposals or projects to avoid additional fees. If applicable, all applications requiring DRT consideration shall expire 60 days from the date of the first scheduled DRT meeting.

(4) Notice and agenda. The DRT shall post all applications scheduled for consideration at the next available meeting, 24 hours prior. All meetings of the DRT shall be open to the public. The applicant shall post the property two weeks prior to the scheduled DRT meeting.

⁴Sec. 106-368. Application completeness review and recommendations.

(a) Application completeness review. The ZDA shall determine, within the time specified in table 106-307, if the application is sufficient and includes data necessary to evaluate the application and will take the following action.

(1) If the ZDA determines the application is not sufficient, a written notice shall be mailed to the applicant specifying deficiencies. No further action shall be taken on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within 30 working days, the application shall be considered withdrawn and the application fee refunded.

(2) Upon receipt of a complete application, the ZDA shall forward the application to all appropriate county departments and consultants, and schedule the appropriate review meeting dates. All reviews shall be completed by each reviewer, and comments with recommendations included on the reviewer's official letterhead, allowing sufficient time for the applicant to be mailed a copy of such recommendation before a scheduled meeting.

(3) If a public hearing is required, the ZDA shall schedule a date and time to hear the application, and shall notify the applicant in writing.

(b) Recommendations. Recommendations on the application are as follows:

(1) Upon completion of all appropriate county reviews, the planning department or ZDA, whichever is applicable, shall then file a staff report including all review recommendations no later than seven working days prior to the scheduled DRT meeting or, if applicable, the ZBOA public hearing on the application. Staff may meet with the applicant prior to the DRT meeting to review the recommendations, and the applicant shall be permitted to ask questions and respond to the comments and recommendations. If the applicant chooses to proceed with the scheduled DRT meeting and the DRT determines that revisions to a subdivision plat or land development plan are required before further consideration can be given, a limit of two additional meetings may be scheduled to allow the applicant time to provide the revisions. If the applicant fails to properly submit adequate revisions to previously considered plats or plans, a disapproval of the application or delay of further consideration may result. A disapproval by the DRT will require a new application by the applicant, subject to all applicable fees and conditions of this chapter.

(2) The staff report shall recommend any changes in the application, as submitted, and the conditions for approval, if any, necessary to bring the application into compliance with this chapter.

(3) The planning department or ZDA, whichever applicable, shall make available a copy of the staff report to the applicant no later than five working days prior to the scheduled DRT meeting or, if applicable, the ZBOA public hearing on the application.

additional facts unknown as the date of the report.

7. On March 17, 2004, the DRT met and issued its Action Form, disapproving the re-platting.
8. The written reason on the action form was "Platted area shows three lots. DRT is not opposed to 130 lots in Newpoint, just not in this area."
9. No reason appears on the action form or in the record at the DRT meeting as to how the proposed re-platting was not in accordance with the Master Plan, the ZDSO or DZSO.
10. The Newpoint Subdivision was a PUD approved by Beaufort County in 1992, and utilized the standards of the Development District (DD) standards as allowable uses and densities pursuant to Ordinance 90/3 (The old Development and Zoning Standards Ordinance or DZSO).
11. Section 4.3.2 of the DZSO provided that up to eight units per net acre could be permitted, provided water and sewer service is available from a source other than a well or septic tank.
12. The applicant submitted, as part of its application, a certification from the Beaufort Jasper Water and Sewer Authority confirming that public water and sewer service is available to the re-platted lots.
13. Hilary Austin stated at the ZBOA hearing that in 1992, when Beaufort County approved the Newpoint PUD, the Master Plan for Newpoint indicated there could be a total of 130 units or lots.
14. Section 106-7(2) of the new ZDSO⁵ provides that if a PUD has more than 50% of the lots

⁵ Sec. 106-7. Exemptions of development types.

The following development types shall be exempt from certain requirements of this chapter, as follows:

(1) Provisions applicable to all development. All construction, unless otherwise exempted, however, must meet the requirements of flood hazard, river buffer, and specimen tree protection requirements of article VII, as well as, the requirements of articles V and VI of this chapter. All subdivisions that are not lots of record and are less than 40-percent developed with homes must meet the landscaping standards in article VI of this chapter. All lots must have an approved public or on-site water and sewer system, as required in table 106-1526.

(2) Types of exemptions and vesting rules. Types of exemptions and vesting rules are as follows: ...

b. Exemption 2: planned unit developments (PUDs). Any PUD, including conditional use PUDs approved prior to the effective date of the ordinance from which this chapter derives and vested in accordance with the following vesting rules shall be exempt from this chapter. (Staff note: ARDR fee paid at building permit may replace TDR program; see article VIII.) Any requests for material amendments to such PUDs are subject to the vested rights determination process, in accordance with subdivision III of division 6 of article III of this chapter. Vesting rules for PUDs. All PUDs, including conditional use PUDs, are subject to tree and landscaping standards, drainage standards, environmental quality standards, fee adjustments, and impact fees, unless otherwise provided for in a development agreement, as well as, the following rules:

1. PUDs in which more than 50 percent of the lots are platted and recorded, or more than 50 percent of the utilities and infrastructure for the entire project have been completed as of January 1, 2010, are fully vested.
2. Other PUDs are required to complete a county council vested rights determination process prior to January 1, 2010.
3. PUDs that do not satisfy subsection (2)b.1 of this section and do not develop at a rate exceeding more than

platted and recorded, or more than 50% of the infrastructure for the entire project completed, it is vested and the provisions of the new ZDSO do not apply (except as to certain environmental, drainage and other standards not at issue in this application).

15. The density proposed in the re-platting is less than eight units to the net acre, and is within the total number of units or lots allowed under the Newpoint Master Plan.
16. Ms. Austin also stated that she was not aware of any provision that allowed the DRT to take away density authorized in a Master Plan by the 1990 ordinance
17. Ms. Austin also admitted that there was no new evidence submitted by the applicant or anyone else prior to the DRT meeting on March 17, 2004, which indicated the submission was not in accordance with the Master Plan, the ZDSO or DZSO.
18. Ms. Austin also admitted that no notification of the receipt of any new evidence, or change in the staff report of any DRT member was transmitted to the landowner or his agent prior to the DRT meeting.
19. Ms. Austin also stated that the application of the master plan amendment process by the DRT under DSZO section 8.3.2 as a minor amendment exemption was consistent with other Master Plan amendments at other planned unit developments in the last several years that had been approved under the 1990 ordinance.
20. Ms. Austin stated that under such a master plan amendment process, if a submission was consistent with the requirements of the approved master plan, DRT would approve the submission as a by-right administrative manner, rather than a major amendment requiring submission to the County Council for ordinance amendment.
21. The DRT did not at any time inform the landowner or his agent that there was a failure of the submission to meet the approved Master Plan requirements or the requirements of any ordinance.
22. In order to prevail in this appeal, the Appellant must show that the actions of the DRT in not approving this amendment to the Master Plan were in error in accordance with Section 106-788⁶.
23. The Board finds that the Appellants have met this burden; there was no credible evidence that the submission was deficient in any of its materials or contents; the re-platting was consistent with the allowable uses and densities under both the Master Plan and the DZSO and ZDSO; nor was there any evidence of any provision of any ordinance or master plan that would

25 dwelling units or sell more than 25 lots per year and/or 10,000 square feet of commercial area shall be deemed "low impact" developments and are vested as long as these rates are not exceeded.

4. Approved PUDs may seek a development agreement with the county in order to have longterm vesting. Development agreements are guided by state law, S.C. Code 1976, § 31-6-31.

⁶See footnote 2.

authorize the DRT to refuse to re-plat the lots on the grounds stated in the action report, based on the information and materials available to the DRT.

- 24. The DRT erred in determining whether the standards for re-platting a lot such as this had been met by the Appellant, and/or made the decision based on standards not contained within the applicable ordinances. The decision maker may not consider or create standards not officially adopted. Sec.106-788.
- 25. The DRT is authorized by ordinance to make minor amendments to the Master Plan as has been requested in this matter, and their decision to not do so was applied in this matter inconsistently as in other cases of PUD Master Plan Amendments both before and after passage of the new ZDSO.
- 26. The Zoning Board of Appeals has all of the powers of the officer from whom the appeal is taken, and may reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination. §6-29-800 (2) D).
- 27. The Board reverses the decision of the DRT to disapprove the re-platting of the five lots consistent as a Master Plan amendment as shown on the submitted plat, and directs the DRT to approve the plat as submitted, consistent with this Decision.

THEREFORE, IT IS ORDERED:

That the decision of the DRT to approve the Master Plan amendment an approve the plat is REVERSED, and the DRT is directed to APPROVE the plat as submitted.

Date Issued: _____

CHAIRMAN
(Pursuant to Motion Passed _____, 2003

Date Mailed
to Parties In Interest: _____

Secretary

Notice of Appeal to Circuit Court must be filed within 30 days after this Order was mailed.

Davis & Floyd, Inc.
 P.O. BOX 55
 PORT ROYAL, SC 29935
 PHONE: (803) 986-2413 • FAX: (803) 986-2446

LETTER OF TRANSMITTAL

TO: Beaufort County Development Division	ATTN: Mr. Charles Gatch
100 Ribaut Road	DATE: April 22, 1998
Beaufort, SC 29901	JOB NUMBER: 10916.00
	RE: Newpoint Commercial Area

WE ARE SENDING YOU Attached Under separate cover sent via: _____

Letters Reports Specifications Disks Plans Shop Drawings Addenda

COPIES	DESCRIPTION
3	Revised Newpoint plat reflecting commercial area realignment
1	Letter from Bob Turner acknowledging revised plat
1	Letter from Bob Turner requesting 14' setback between commercial and residential uses

THESE ARE TRANSMITTED as checked below:

- For Approval For Your Review Resubmit ____ Copies for Approval
 For Your Use Approved as Noted Submit _____ Copies for Distribution
 As Requested Approved as Submitted For SIGNATURE

Remarks:

CC:

SIGNED: Colleen E. Brant
 Colleen E. Brant, P.E.

March 31 , 1998

Mr. Charles Gatch
Zoning and Development Manager
Beaufort County Development Division
100 Ribaut Road
PO Drawer 1228
Beaufort, SC 29901-1228

SUBJECT: Amendment to Newpoint PUD Master Plan

Dear Mr. Gatch:


As we discussed with you on March 24, 1998, Newpoint Company, Inc. has a client interested in developing the 0.5 acre commercial area in Newpoint located on Lady's Island, SC.

The Zoning and Development Standards Ordinance requires a 30' setback between residential and commercial uses. We request that the Newpoint PUD Master Plan be amended to reflect a 14 ft. setback between commercial and residential uses within Newpoint. Based on the proposed use and building design for the commercial area, we feel 14 ft. is a sufficient setback distance. The commercial buildings will be similar in character to that of the existing residential homes. The proposed commercial layout has been presented to the residents of Newpoint and has had a favorable reply.

Please approve this request for an amendment to the Newpoint PUD Master Plan. Please call if you have any questions regarding this issue.

Sincerely,

Newpoint Company, Inc.


Robert J. Turner

REVIEW - 5/6/98

d:d&f\newpoint\amen0331.doc

March 17, 1998

Mr. Charles Gatch
Zoning and Development Manager
Beaufort County Development Division
100 Ribaut Road
PO Drawer 1228
Beaufort, SC 29901-1228

SUBJECT: Newpoint Commercial Area Plat Revision

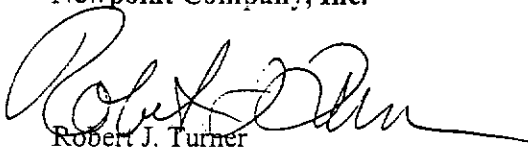
Dear Mr. Gatch:

Newpoint Company, Inc. acknowledges the proposed revision to the Newpoint Phase I plat approved on 11/23/98, Permit #2453.

The revised plat prepared by Gasque & Associates, Inc. has reconfigured the proposed 0.50 acres of commercial area, along with lots 41, 43, and 45 which are owned by the Newpoint Company. An easement is provided across the commercial lot to provide alley access to Lot 43.

Sincerely,

Newpoint Company, Inc.



Robert J. Turner

d:d&fnewpoint\plat0317.doc



BEAUFORT COUNTY PUBLIC WORKS

Route 8, Box 274
Beaufort, South Carolina 29902
(803) 846-3910 FAX (803) 846-3919

Shanklin Road
State Road S - 7 - 86
Burton, South Carolina

E.M. Russell, Jr.
Deputy Administrator

Harold B. Cordell
Director, Central Garage

Gordon S. Crispin
Zoning & Development
Administrator

Arthur L. Cummings
Director, Building Codes

Erik H. Freiesleben
County Engineer/Surveyor

Curtis A. Pauling, Jr.
Solid Waste Coordinator

James C. Winn
Director
Buildings & Grounds

TO : Beaufort County Development Review Committee

FROM: Erik H. Freiesleben, P.E. & P.L.S
County Engineer/Surveyor

SUBJ: New Point Masterplan

DATE: January 9, 1992

I. PROJECT DESCRIPTION

Masterplan for 1/4 acre density

II. DESIGNER

Davis & Floyd

III. PROJECT PARAMETERS

Horizontal speed bump
Septic tank approval
Privacy fence

IV. ZONING IMPACT

DD

V. RECOMMENDATION

Approval with conditions of:

1. Privacy fence placed against Bluff Farms
2. Horizontal speed bump to be staked in field and reviewed at that time. Should either the County Engineer or the DSO Fire Official find the curve to be unacceptable for any reason, the road shall be straightened



NEWPOINT

- 1. Newpoint Code Architectural Guidelines**
- 2. Declaration of Covenants, Restrictions and Easements**
- 3. Articles of Incorporation and By-Laws of Newpoint Community Association, Inc.**
- 4. Subdivision Plat**

The Newpoint Code

Architectural Guidelines

Summary of the Newpoint Code

The community of Newpoint was designed with several objectives in mind. The first is to create a friendly pedestrian atmosphere with memorable and picturesque streets and lanes. The second is to offer an outline whereby a variety of home configurations can be built so that owners have an opportunity to create very personalized interior spaces and gardens. Finally, the Code is intended to help assure home marketability throughout development, to protect the market value of existing homes, and to assure that the community development vision is fulfilled.

The Newpoint Code consists of two parts, the Community Standards and the Architectural Standards. The Community Standards pertain to building placement, building heights, outbuildings, porches, and landscaping for each plot. It insures that the streets are inviting and pleasant places to be.

The Architectural Standards address the architectural character of the community. It specifies building materials, landscaping requirements, and construction techniques. The building materials recommended for Newpoint are natural materials which work well in this climate and get better with time.

In order to protect the property values of all owners, now and in the future, the Newpoint Architectural Committee (NAC) has been formed to review all residential and landscape plans and to provide guidance when necessary. The committee is also responsible for making certain that all builders working in the community have a reputation for quality construction and solid business ethics.

In summary, the Newpoint Code encourages houses simple in design, depending for beauty upon careful proportion and harmonious surroundings. Home owners may have utmost freedom in planning and building their own homes so long as the designs tend to preserve the charm and unity of the neighborhood as a whole. As in old Beaufort, the homes will have a sense of timeless permanence. Not built for a day, but for generations to come.

Community Standards - pertaining to the placement of buildings, their height, parking locations and building extensions such as porches.

Specifications

1. All building plans shall be submitted to the Newpoint Architectural Committee for conformity to the code.
2. Homes shall contain a minimum of 1500 square feet of heated space of which at least one third shall be on a second floor.
3. Variances for smaller sizes or one story homes or other variances to the Code shall be granted on the basis of architectural merit.
4. All Building materials shall conform to the NAC master list.

Yard

1. The street facade shall extend along the front yard a minimum of 45% of the lot width.
2. The front wall of the house's foundation must be built to within 12 to 18 feet of the front property line, except for lots fronting directly on the water in which case there are no build-to requirements.
3. The minimum sideyard setback is 8 feet for interior lots; or 5 feet for corner lots on the corner side.
4. Chimneys, bay windows and steps may encroach up to one half the yard specified.

Porch

1. All homes must have a covered front porch a minimum of 6 feet in depth.
2. The porch shall extend a minimum of 50% along the street facade of the house.

Outbuildings

1. Outbuildings shall not exceed 22 feet in height.
2. Walls of outbuildings at property lines shall be left windowless and shall be 2 hour fire rated.

Parking

1. Trucks, boats, campers and trailers shall be parked in rear yards only.
2. Garages shall follow the specifications of outbuildings.

Height

1. Ground floors, except entry vestibules and outbuildings shall have a minimum elevation of 3 feet above ground level.
2. Interior ceiling heights shall be a minimum of 9 feet on the ground floor.
3. Maximum building height shall be 28 feet measured to the eaves.
4. The principal roof shall be a symmetrical gable or hip with a slope between 8:12 and 12:12 for 1 or 1 1/2 story homes. Between 4:12 and 10:12 for 2 story homes.
5. A shed roof shall have a pitch between 3:12 and 6:12 and be permitted only when attached to the principal roof or wall.
6. A flat roof shall be permitted only as a habitable deck enclosed by a continuous balustrade or parapet.

Architectural Standards - pertaining to the construction materials and methods as well as the configuration of windows, roofs, porches, and landscaping.

	<u>Materials</u>	<u>Configuration</u>	<u>General</u>
Building Walls	<p>Wood Clapboard or Shingle -3.5" to 6" to the weather Brick -to be selected from the NAC master list Stucco with a smooth sand finish</p>	<p>-the open undercroft of the decks and porches shall be enclosed by wood lattice. -clapboard shall be flush trimmed at corners. -trim shall be 6" boards maximum at openings.</p>	<p>-Materials shall be used in horizontal bands only.</p>
Garden Walls and Fences	<p>-Brick, stone or stucco to match the principal building. -Wood pickets and wood lattice. -Wood rail and board. -Wrought iron in combination with brick or stucco.</p>	<p>-Brick walls shall be capped.</p>	
Arches, Columns and Porches	<p>Brick, stone or stucco -piers and arches Wood -posts and columns -porches and balustrades</p>	<p>Where visible from the street the following are permitted: -Arches no less than 8" in depth -Piers no less than 12" x 8" -Posts no less than 4" x 4" -Columns of the Doric, Tuscan or Ionic order -Spindles shall not exceed 4.5" on center -Porch openings shall be vertical in proportion</p>	
Roofs and Gutters	<p>For roofs: -Galvanized steel or standing seam -"Galvalume" 5 crimp heavy gauge metal -Cedar shakes -Slate and artificial slate -Dimensional asphaltic fiberglass For gutters, if used: -galvanized steel or aluminum</p>	<p>-Simple hip or gable roof *if 1 or 1 1/2 story: pitch = 8:12 to 12:12 *if 2 story: pitch = 4:12 to 10:12 -Simple shed roof (allowed only against a principal building): pitch = 3:12 to 6:12 -Dormers shall be a minimum of 2 feet from end gable</p>	
Windows, Doors and Shutters	<p>-Clear glass -Painted wood -Stained hardwood</p>	<p>-Single or double hung windows</p>	<p>-Operable wood shutters sized to match openings -Wood window boxes</p>
Outbuildings	<p>-Materials shall conform to that of the primary structure</p>	<p>-Massing shall conform to that of the primary structure</p>	
Landscape		<p>-There shall be one designated native tree of not less than 3 1/2" caliper planted no further than every 30 feet along the street frontage if there is no tree of acceptable size already existing.</p>	<p>-Trees over 6" caliper may not be removed without the approval of the NAC</p>
Miscellaneous	<p>-Exterior hardware to be solid brass, bronze or wrought iron.</p>		<p>The following shall not be located between the building and its street frontage or be visible from the street: clothes lines, electrical or gas meters, A/C compressors or garbage cans.</p>

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR NEWPOINT**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR NEWPOINT**

THIS DECLARATION, made this ____ day of _____, 1991 by THE NEWPOINT COMPANY, INC. a South Carolina corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property lying and being in Beaufort County, South Carolina, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Newpoint and for the maintenance of this Property (as hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Newpoint, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of South Carolina, Newpoint Community Association, Inc., a non-profit corporation for the purpose of exercising such functions;

NOW THEREFORE, Developer hereby declares that all of the real property described in Exhibit A is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

1.01 "Newpoint Architectural Committee" shall mean and refer to Vincent G. Graham, or such other individual(s) as Developer may appoint, or such entity to which the Newpoint Architectural Committee may assign its duties, until all improvements constructed thereon and sold to permanent residents. At such time as all of the Lots in the Subdivision have been fully developed, the Developer shall notify the Board and all the Owners of Lots in the Subdivision to that effect, at which time the Developer's rights and obligations as the Newpoint Architectural Committee shall forthwith terminate. Notice to the

Board and all the Owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the Board shall have the right, power and authority to elect a successor Newpoint Architectural Committee which shall consist of not less than two (2) Owners of Lots. The rules and regulations pursuant to which such Newpoint Architectural Committee shall act shall be prescribed by the Board. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the Newpoint Architectural Committee at any time prior to completion and sale of all Lots in the Subdivision by so notifying the Board and the Owners of Lots in the Subdivision as set forth hereinabove.

1.02 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Newpoint Community Association, Inc., as the same may be amended from time to time.

1.03 "Association" shall mean and refer to Newpoint Community Association, Inc., a South Carolina nonprofit corporation.

1.04 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.05 "Builder" shall mean any Person engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

1.06 "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Newpoint Community Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

1.07 "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.08 "Common Assessment" shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.

1.09 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.10 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing

throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Newpoint Architectural Committee.

1.11 "Declaration" shall mean the covenants, restrictions, and easements and all other provisions herein set forth in this entire document, as the same may be amended from time to time.

1.12 "Developer" shall mean and refer to (i) The Newpoint Company, Inc., a South Carolina corporation, or (ii) any successor-in-title or any successor in interest to Newpoint Company Inc. to all of the Property then subject to this Declaration and provided in the instrument of conveyance to any such successor-in-title or interest is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

1.13 "Lot" or "Lots" shall mean and refer to lots 1 through 132 as shown on the Plat.

1.14 "Mortgage" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.15 "Mortgagee" shall mean and refer to the holder of a Mortgage.

1.16 "Owner" shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot, but excluding those persons having such an interest under a Mortgage.

1.17 "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.18 "Plat" shall mean and refer to that certain Final Plat of Newpoint, prepared by Gasque and Associates, Inc., recorded in Plat Book _____ Pages _____, in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, as the same may be amended from time to time.

1.19 "Property" shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof.

1.20 "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo,

shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, satellite dish, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects the natural flow of surface waters from, upon or across any artificial creek, stream, wash or drainage channel from, upon or across any artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.20 applies to such change.

1.21 "Subdivision" shall mean and refer to Newpoint Subdivision.

ARTICLE II. DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 9.11, all Lots within the Subdivision shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article IX and X hereof. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to the Common Area and to all Lots owned by Developer, including, without limitation, (i) changes in the location of the boundaries of any Lots owned by Developer, (ii) installation and maintenance of any water or other utility systems and facilities, and (iii) installation of security facilities.

2.02 Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Article. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

2.03 Subdivision Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the Subdivision, including, without limitation, the locations and dimensions of the Lots, the private roads, utility systems, drainage systems, utility easements, drainage easements, access easements and building and set-back line restrictions.

Article III. PROPERTY RIGHTS

3.01 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration may be conveyed, transferred and encumbered the same as any other real property. Except as provided in Section 2.01 hereof, Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of the Board and of Developer, so long as Developer owns a Lot primarily for the purpose of sale. Each Lot in the Subdivision shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

3.02 Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under or through any portion of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale.

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots

(c) For the installation, construction and maintenance of storm-water drains, and for any other public or quasi-public utility facility;

(d) For maintenance and use of a sales office and parking spaces in connection with its efforts to market Lots; and

(e) For the maintenance and use of such other facilities, equipment, and signs as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots.

3.03 Easements for Association. There is hereby reserved a general right and perpetual easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof (including that portion of each Lot designated for utility easements as shown on the Plat) in the performance of their respective duties and responsibilities. Said easement shall include, but not be limited to, the right to enter upon the Lots (i) to perform the maintenance

responsibilities of the Association set forth in Section 5.01 hereof, and (ii) for emergency, security and safety reasons, which right may also be exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during reasonable hours and then, whenever practicable, only upon reasonable advance notice to the Owner of the Lot directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots in the Subdivision upon which any entryway treatment, fence or wall, lighting or irrigation facilities or equipment, or entryway landscaping is located for the purpose of inspecting, maintaining and repairing same.

3.04 Easements for Owners. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Area from time to time designated for such purposes), and the right of use of all utility easements as shown on the Plat, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association, acting through the Board, to:

(a) adopt and publish rules and regulations governing the use of the Common Area;

(b) Suspend an Owner's voting rights for any period during which any assessment of the Association against said Owner's Lot remains unpaid;

(c) grant easements or rights of way on, over, across and through the Common Area to any public agency, authority or utility or to any utility company or cable television system; and

(d) dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners and Developer, if Developer owns a Lot primarily for the purpose of sale agreeing to such dedication or transfer, has been recorded in the records of Beaufort County, South Carolina.

3.05 Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept

from Developer all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reversed to Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency, or authority. It is the intent of Developer to convey to the Association the private roads serving the Lots as shown on the Plat.

ARTICLE IV. MEMBERSHIP

(a) Every Owner shall be deemed a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote.

(b) Every Person who purchases a lot in Newpoint shall pay to the Association a non-refundable initiation fee in the amount of \$250.00 at the time of closing of the lot. Said initiation fee shall be used by the Association in such manner as the Board sees fit, including but not limited to payment of Common Expenses or establishing capital reserves.

ARTICLE V. MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, together with all other improvements thereon or therein, shall be the responsibility of

the Owner of such Lot. Each owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements, buildings and other structures located on the Lot, and all landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of his residence or the landscaping, grounds or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the Newpoint Architectural Committee as provided in Article IX hereof, or do any work which, in the reasonable opinion of the Newpoint Architectural Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the Newpoint Architectural Committee.

5.02 Responsibilities of Association.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be, (i) all portions of the Common Area and improvements thereon, if any, (ii) the entryway treatment, entryway signs, entryway landscaping, entrance wall and street signs for the Subdivision, (iii) the privacy wall and/or fence, if any along Sams Point Road serving the Subdivision, (iv) the landscaping treatment along Sams Point Road, if any, serving the Subdivision, (v) all lighting and irrigation facilities and equipment, if any, located within the Common Area of located within any utility easement or landscape easement as shown on the Plat and serving only the Subdivision, (vi) all utility lines, facilities and equipment located within the Common Area or located within any utility easement or landscape easement as shown on the Plat and serving the Subdivision, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of

any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that Developer or the Board determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, then in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

ARTICLE VI. INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect adequate property insurance upon the Common Area, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as

are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and if available, at reasonable cost (in the sole discretion of the Board), a blanket fidelity bond or employee's dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority to and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board.

6.02 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 8.04 hereof, such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the

benefit of the Association together with the insurance proceeds, if any for such damage or destruction. Such insurance proceeds and assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

6.03 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any property insurance policies insuring improvements constructed on any of the Common Area and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority mortgagee of the Common Area to adjust losses, receive insurance proceeds and, at such mortgagee's option, to apply such proceeds to the secured indebtedness owing to such mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such mortgagee may deem appropriate.

ARTICLE VII. ADMINISTRATION

7.01 Control of Association. Except to the extent otherwise required by the provisions of the Official Code of South Carolina relating to nonprofit corporations, this Declaration, the By-laws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the date as of which the last Lot in the Subdivision shall have been conveyed to a Person other than Developer or a Builder, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this declaration executed and recorded by Developer. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 7.01 and by Section 11.01 hereof.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Official Code of South Carolina relating to nonprofit corporations, this Declaration, the By-Laws and the Articles of

Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of South Carolina, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.03 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE VIII. ASSESSMENTS

8.01 Purposes of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

8.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, other than Developer or a Builder, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 8.03 hereof, and (b) special assessments, such assessments to be established and collected as provided in Section 8.04 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner

of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors-in-title unless expressly assumed by them. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

8.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the annual meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Owners of the Lots in the Subdivision. In the event that proposed budget is disapproved of the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.04 hereof.

8.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board, may levy, in any assessment year, special assessments for Common Expenses or capital improvements, applicable to that year only, provided that except as otherwise permitted in Section 6.02 hereof, any such assessment shall be approved by (i) Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and (ii) two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.06 hereof. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

8.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners shall be specifically assessed against such Owners and their respective Lots. The individual assessments provided for

in this Section 8.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

8.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.03 and 8.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum.

8.07 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Mortgage or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Sale or transfer of a Lot shall not affect the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of first priority Mortgages shall only apply to such assessments which have become due and payable prior to a Foreclosure. Any Mortgagee who acquires title to a Lot by Foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.08 Effect of Nonpayment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the

Board, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and no Owner shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

8.09 Certificate. The Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any owner, purchaser from such Owner, or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

8.10 Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a Person other than Developer or a Builder and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association.

ARTICLE IX. ARCHITECTURAL STANDARDS

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing

improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of the Newpoint Code (as that term is defined below) and other requirements of this Article have been fully met, and until the approval of the Newpoint Architectural Committee ("NAC") has been obtained pursuant to Section 1 below. The NAC may establish reasonable fees to be charged by the committee for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

This Article shall not apply to the activities of the Declarant.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the NAC. This Article may not be amended without the Declarant's written consent.

9.01 Newpoint Architectural Committee. The ("NAC") shall consist of up to three (3), but not less than (2), persons. Members of the NAC may include, but are not required to include, architects, professionals, or other persons who are not members of the Association. The NAC shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space appurtenant thereto, on any members of the NAC who shall serve at the discretion of the Declarant. The Declarant may assign the rights and powers under this Article to the Association; provided, however, there shall be no surrender of this right except in a written instrument in recordable form executed by Declarant.

The NAC shall promulgate the design and development guidelines consisting of the Community Standards and the Architectural Standards included in the Newpoint Code Regulating Plan for the Properties and application and review. The Newpoint Code may provide for different requirements and guidelines for different types of Lots within the Properties and may permit exceptions to be made by NAC for architectural merit. Copies shall be available from the NAC. The Newpoint Code may be amended by the NAC. It shall make the Newpoint Code and review procedures available to Owners and builders who seek to engage in development of or construction upon any portion of the Properties and such Owners and builders shall conduct their operations strictly in accordance with the Newpoint Code. The NAC shall approve or disapprove plans submitted to it, or shall request additional information reasonably required by the review procedures within thirty (30) days after submission of the plans to the NAC.

Nothing contained herein shall be construed to limit the

right of an Owner to remodel the interior of a structure on a Lot, or to paint the interior of a structure any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a structure visible from outside the structure shall require the prior written approval by the NAC.

9.02 Right to Inspect. Any member of the Board of Directors, the NAC or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reasons of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the board may record in the appropriate land records a notice of violation naming the violating Owner.

9.03 No Waiver of Future Approvals. The approval of the NAC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the NAC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

9.04 Variance. The NAC may authorize variances from compliance with any of its guidelines and procedures due to circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations. Such variance shall be granted only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variances shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the NAC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency., the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.05 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Newpoint Code or the review procedure promulgated by the NAC may be excluded by the Board from the Properties without liability to any Person.

9.06 No Liability

(a) General. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the NAC shall not bear any responsibility of ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the NAC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

(b) Encroachments. An encroachment of the chimney or ground level steps of the home built on a Lot into a right-of-way of the Properties must be authorized, by the NAC. If the encroachment is damaged by work within utility easement areas such damage shall be the responsibility of the Owner and the Owner shall indemnify and hold harmless Declarant and the NAC.

ARTICLE X. USE RESTRICTIONS

10.01 Use of Lots and Dwellings. Each Lot shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a residence as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic or otherwise create a nuisance. The use of a residence or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a violation of this covenant if such does not create regular customer, client or employee traffic or otherwise create a nuisance.

10.02 Antennas. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Subdivision.

10.03 Water Wells. No private water wells may be drilled or maintained on any Lot without the prior written approval of the Newpoint Architectural Committee.

10.04 Pets. No animals, livestock, birds or poultry of any

kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash or voice control at all times when walked or exercised outside of all fenced areas on a Lot.

10.05 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act of use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Subdivision.

10.06 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available. The Board of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board such prohibition shall be in the best interests of the Subdivision. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a

proper repair facility.

10.07 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of Lots and for related activities.

10.08 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer, without the prior written approval of the Newpoint Architectural Committee.

10.09 Signs. (a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Newpoint Architectural Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign for a Lot; provided, however, that in no event shall any such sign be larger than six square feet in area;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Newpoint Architectural Committee;

(iv) such signs as are used to identify and advertise the Subdivision; and

(v) a sign indicating the builder of the residence on the Lot.

(b) Following the consummation of the sale or lease of any Lot, the "For Sale" or "For Rent" sign and the builder sign shall be removed immediately.

10.10 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

10.11 Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment including, without limitation, electrical meters, gas meters and air conditioning compressors, and other similar items on Lots shall be located or screened so as to be concealed from view of adjacent streets.

10.12 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the Newport Architectural Committee.

10.13 Construction of Improvements. Construction of all dwellings on a Lot shall be completed within twelve (12) months of the commencement date of said construction. If any dwelling on a Lot is not completed within twelve (12) months of the commencement date of said construction, the Association, its employees and agents, shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to complete construction of such dwelling, with the costs thereof being assessed against the owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said dwelling, and the liability for such costs shall constitute an equitable charge and continuing lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work and the provisions thereof shall be applicable with respect to the foregoing.

10.14 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

10.15 Subdivision of Lots. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

10.16 Tree Removal. No trees with a measure of over six (6") inch caliper or greater shall be removed, except for safety reasons, unless approved in accordance with Article XI of this

Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the NAC may determine in its sole discretion.

ARTICLE XI. ENFORCEMENT

11.01 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any branch thereof may not adequately be compensated by recovery of damages and that Developer, the Association or any aggrieved owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation of breach. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

11.02 Self-Help. In addition to any other remedies provided for herein, the Developer and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably

necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions or the Standards. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

ARTICLE XII. GENERAL PROVISIONS

12.01 Control by Developer. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association as provided by and for the term set forth in Section 7.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 7.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 7.01 and this Section 12.01, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

12.02 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded in the records of the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, without the approval of any Owner or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to

this Section 12.02 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (A) if such amendment is necessary to bring any provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds of the total votes in the Association; Provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Developer owns a Lot primarily for the purpose of sale, such amendment must be approved by Developer.

(c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully

obtained, Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.04 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. This Declaration may be renewed for an unlimited number of successive ten (10) year periods.

12.05 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of U.S. President George Bush.

12.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for the record in the records of the of the Register of Mesne Conveyances for Beaufort, South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

12.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be

effective and valid, but if the application of any provisions of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

12.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of Developer and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

12.10 No Trespass. Whenever the Association, Developer, the Newport Architectural Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.11 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to owners shall be delivered or sent to such address as have been designated in writing to the Association, or if no address has been so designated, at the address of such Owners' respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Developer at 1401 North Street, Beaufort, South Carolina 29902, or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

12.12 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any

other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

12.13 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

12.14 Variances. Notwithstanding anything to the contrary contained herein the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as set forth in Section 7.01 hereof, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VIII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.15 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE SUBDIVISION, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

DEVELOPER:

THE NEWPOINT COMPANY, INC., a
South Carolina corporation

By: _____
Vincent G. Graham, as
President

[CORPORATE SEAL]

ARTICLES OF INCORPORATION
FOR
NEWPOINT COMMUNITY ASSOCIATION, INC.

**ARTICLES OF INCORPORATION
FOR
NEWPOINT COMMUNITY ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION
FOR
NEWPOINT COMMUNITY ASSOCIATION, INC.

ARTICLE I. Name

The name of the corporation is Newpoint Community Association, Inc.

ARTICLE II. Duration

The corporation shall have perpetual duration.

ARTICLE III. Applicable Statute

The corporation is organized pursuant to the provisions of the South Carolina Nonprofit Corporation Code, as amended (the "Code").

ARTICLE IV. Purposes and Powers

The corporation is not organized for, and shall not be operated for, pecuniary gain or profit. The corporation is organized for the purposes of (1) performing all obligations and duties of the homeowners association referred to in the Declaration of Covenants, Conditions, Restrictions and Easements for Newpoint (hereinafter the "Declaration"), to be recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, including, but not limited to, the administration and enforcement of the covenants and restrictions

set forth in the Declaration; (2) providing an entity for the furtherance of the interests of the owners of lots in Newpoint; and (3) to engage in all other activities permitted under the Code and not in conflict with other provisions of these Articles of Incorporation or the Declaration. No part of the property or net earnings of this corporation shall inure (other than by a rebate of excess dues, assessments or other charges) to the benefit of any member, director, officer or any private individual not a proper subject for non-profit purposes, except that reasonable compensation may be paid for services rendered to or for this corporation affecting one or more of its purposes. No part of the activities of this corporation shall be for carrying on of propaganda or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

In furtherance of its purposes, the corporation shall have the following powers, which, unless indicated otherwise by the Declaration or the By-Laws of the corporation (hereinafter the "By-Laws"), may be exercised by the Board of Directors:

(1) All of the powers conferred upon non-profit corporations by common law and the statutes of the State of South Carolina in effect from time to time.

(2) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set

out in these Articles, the By-Laws and the Declaration, including, without limitation the following:

(a) To fix and to collect assessments or other charges to be levied against the lots and/or lot owners;

(b) To acquire, manage, control, operate, maintain, repair and improve the Common Area (as defined in the Declaration) and property subsequently acquired by the corporation, or any property owned by another, for which the corporation by rule, regulation, the Declaration or contract has a right or duty to provide such services;

(c) To enforce covenants, conditions, restrictions, rules and regulations affecting any property to the extent the corporation may be authorized to do so under the Declaration or By-Laws;

(d) To engage in activities which will actively foster, promote and advance the common interests of all members of the corporation;

(e) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purposes of the corporation;

(f) To borrow money for any purpose except as may be limited in the Declaration and By-Laws;

(g) To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary,

appropriate or advisable in carrying out any purpose of the corporation;

(h) To adopt, alter and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the corporation; provided, however, that such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(i) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article IV.

ARTICLE V. Membership

The corporation shall be a membership corporation without certificates or shares of stock. Each person owning a Lot (as defined in the Declaration) in Newpoint shall automatically be a member of the corporation, which membership shall continue during the period of such ownership by such lot owner. Voting by the members of the corporation shall be as set forth in and subject to the provisions of the Declaration and By-Laws.

ARTICLE VI. Board of Directors

The business and affairs of the corporation shall be

conducted, managed and controlled by a Board of Directors. The initial Board of Directors shall consist of three members as follows:

Thomas C. Graham	3908 Chaucer Wood, NE Atlanta, Georgia 30319
Vincent G. Graham	1401 North Street Beaufort, SC 29902
Susan E. Enneking	9235 Leith Dublin, Ohio 43017

The method of election and term of office, removal and filling of vacancies shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals or committees as it, in its sole discretion, may determine.

ARTICLE VII. Registered Agent and Office

The initial registered office of the corporation shall be at 1401 North Street, Beaufort, South Carolina 29902, and its initial registered agent at such address shall be Vincent G. Graham.

ARTICLE VIII. Dissolution

The corporation may be dissolved only as provided in the Declaration, By-Laws and by the laws of the State of South Carolina.

ARTICLE IX. Amendments

These Articles may be amended as provided by the Code,

provided that no amendment shall be in conflict with the Declaration.

ARTICLE X. Limitation of Director Liability

The liability of a director of the corporation to the corporation or its members for monetary damages for breach of duty of care or other duty as a director shall be limited to the fullest extent permitted under the code.

ARTICLE XI. Duty of Care

In discharging their duties and in determining what is believed to be in the best interests of the corporation, the directors of the corporation may consider all factors that such directors consider pertinent to the fullest extent permitted under the Code.

ARTICLE XII. Indemnification

The corporation shall indemnify its officers, directors, employees and agents and shall have the power to purchase and maintain liability insurance on their behalf, to the fullest extent of the Code.

ARTICLE XIII. Incorporator

The name and address of the incorporator is as follows:

Ralph E. Tupper, Bay Street, Beaufort, SC 29902.

IN WITNESS WHEREOF, the undersigned incorporator has
executed these Articles of Incorporation.

Ralph E. Tupper, Incorporator

BY-LAWS
OF
NEWPOINT COMMUNITY ASSOCIATION, INC.

**BY-LAWS OF
NEWPOINT COMMUNITY ASSOCIATION, INC.**

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**BY-LAWS
OF
NEWPOINT COMMUNITY ASSOCIATION, INC.**

ARTICLE I. Registered Office

Newpoint Community Association, Inc., a South Carolina nonprofit corporation (the "Association"), shall have at all times within the State of South Carolina a registered office and a registered agent. The Association may have other offices within the State of South Carolina as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE II. Membership in Association

2.1 Eligibility. The Association membership shall consist of the owners of lots located on the real property described in Exhibit A to the Declaration of Covenants, Conditions, Restrictions and Easements for Newpoint, dated _____, and recorded in Deed Book _____, Page _____. Beaufort County, South Carolina records (hereinafter the "Declaration").

2.2 Succession. The membership of each lot owner shall automatically terminate when he ceases to be a lot owner, and upon the conveyance, transfer or other disposition of a lot, said lot owner's membership in the Association shall automatically be transferred to the new lot owner.

2.3 Annual Meetings. The members shall regularly hold an annual meeting for the purpose of electing directors (subject to the right of The Newpoint Company, Inc. (the "Developer") to appoint and remove directors in accordance with the Declaration) and transacting such other business as may properly be brought before the meeting. The first regular annual meeting of members may be held, subject to the terms hereof, on any date, at the option of the Board, within one year after the incorporation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of members held each year within fifteen (15) days of the anniversary of the first regular annual meeting. All such meetings of members shall be held at such place in Beaufort County, SC and at such time as is specified in the written notice of such meeting. Subject to the terms of the Declaration, such notice shall be delivered to all members at least fifteen (15) days and not more than forty-five (45) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

2.4 Special Meetings. Special meetings of the members may be called by the President or by a majority of the directors, or by 50% or more of the members. Special meetings shall be called by delivering written notice to all members not less than seven

(7) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of the special meeting.

2.5 Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally or by mail to a member at the address given to the Board by said member for such purpose, or to the member's lot, if no address for such purpose has been given to the Board. Upon written request, any holder of a first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meetings.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.7 Voting. Each member shall be entitled to vote as set forth in the Declaration, which vote may be cast by the member, the member's spouse or by a lawful proxy as provided below. When more than one person owns a lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote for such lot, such persons shall not be recognized and the vote for such lot shall not be counted. No member shall be eligible to vote, either in person or by proxy, or be elected to the Board, if that member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association. Developer, as the developer of Newpoint, shall be entitled to exercise the voting rights with respect to lots owned by it. The following matters shall be subject to the affirmative vote of members owning not less than 67% of the lots at a meeting duly called for that purpose: (a) the merger or consolidation of the Association; (b) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (c) the purchase or sale of land or lots on behalf of all members.

2.8 Voting List. A list of names and addresses of members entitled to vote shall be maintained at the registered office of the Association.

2.9 Quorum. Subject to the terms of the Declaration, a quorum of members for any meeting shall be deemed present throughout such meeting if members represented in person or by proxy and holding more than fifty percent (50%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, a second meeting may be called by the Board, notice of which shall be given in accordance with the provisions of Section 2.5 hereof. The required quorum at such second meeting shall be thirty percent (30%) of the votes entitled to be cast at such meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

2.10 Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

2.11 Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given or transfer of ownership of a lot shall automatically revoke the proxy.

2.12 Consents. Any action which may be taken by a vote of the members may also be taken by written consent signed by all members.

2.13 Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and members.

ARTICLE III. Board of Directors

3.1 Composition. The affairs of the Association shall be governed by the Board. The Board shall be composed of at least three (3) but no more than seven (7) persons. As provided in the Declaration, Developer shall have the exclusive right to appoint

and remove all members of the Board until such time as such right expires in accordance with the terms of the Declaration. All directors shall be members or spouses of such members; provided, however, that no member and his or her spouse may serve on the Board at the same time. Notwithstanding the foregoing, so long as Developer has the exclusive right to appoint and remove members of the Board, the directors need not be members of the Association. The precise number of directors shall be fixed from time to time by resolution of the Board.

3.2 Term of Office. The directors shall be elected as provided in Section 3.7 of this Article. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until the next succeeding annual meeting and thereafter until his successor shall have been elected and qualified.

3.3 Removal of Directors.

(a) At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created; provided, however, that so long as Developer has the right to appoint and remove directors of the Association pursuant to the Declaration, the members of the Association shall not have the right to remove any director appointed by Developer. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

(b) With respect to directors appointed by Developer, such directors may be removed by Developer at any time and from time to time and successors appointed to serve in their place for so long as Developer has the right to appoint and remove directors of the Association pursuant to the Declaration.

3.4 Vacancies. Subject to the provisions of Section 3.3, vacancies in the Board caused by any reason, including the addition of a new director or directors but excluding the removal of a director by the Developer or by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

3.5 Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize

at any meeting duly called for the purpose.

3.6 Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provisions hereof shall in no way invalidate the election of directors so nominated.

3.7 Elections. Directors to be elected by the members of the Association shall be elected, from among those nominated, by a majority vote at the annual meeting, a quorum being present.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every four months. The Board shall meet within ten (10) days after each annual meeting of members.

3.9 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

3.10 Waiver of Notice. Any director may, in writing, waive notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a

record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these By-Laws.

3.13 Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

3.14 Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by the Declaration or these By-Laws, except for such powers, duties and authority reserved thereby to the members of the Association or the Developer. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association as Hereinafter provided;

(b) To administer the affairs of the Association;

(c) To engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent"), to maintain, repair, replace, administer and operate the Common Area (as defined in the Declaration) or any part thereof, and to collect and disburse, or to assist in the collection and disbursement of, the assessments for Common Expenses (as defined in the Declaration), upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;

(d) To administer, manage and operate the Common Area and to formulate policies thereof;

(e) To adopt rules and regulations, with written notice thereof to all members of the Association, governing the details of the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;

(f) To provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Area and those portions of Newpoint Subdivision for which the Association is responsible, as set forth in Section 5.02 of the Declaration, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;

(g) To have access to each lot from time to time as may be

necessary for the maintenance, repair, replacement and improvement of the Common Area therein or accessible therefrom and those portions of the lots, if any, for which the Association is responsible, or for making emergency repairs therein necessary to prevent damage to the Common Area or to one or more other lots;

(h) To obtain adequate and appropriate kinds of insurance as provided in Article VI of the Declaration;

(i) To engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and those portions of Newport Subdivision for which the Association is responsible, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);

(j) To appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(k) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(l) To estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collection from the members the annual and special assessments, dues and fees, and to levy fines and individual assessments against one or more occupants or members in accordance with the Declaration;

(m) To keep detailed, accurate records of the receipts, if any, and expenditures affecting the use and operation of the Common Area;

(n) To bid and purchase, for and on behalf of the Association, any lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for annual assessments, or any, or an order of direction of a court, or at any other involuntary sale, upon the consent or approval of members owning not less than 67% of the lots, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such lot or interest therein;

(o) To make such mortgage arrangements and special assessments proportionately among the respective members, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease

of a lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property (as defined in the Declaration) other than the lot, or interest therein, to be purchased or leased;

(p) To act in a representative capacity in relation to matters involving the Common Area or more than one lot, on behalf of the members of the Association, as their interest may appear;

(q) To enforce by legal means the provisions of the Declaration and these By-Laws with respect to the Property;

(r) To renew, extend or compromise indebtedness owed to or by the Association;

(s) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members as expressed in a resolution duly adopted at any annual or special meeting of the Association; and

(t) In addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the South Carolina Nonprofit Corporation Code, as now in force or hereafter amended, and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

3.15 Nondelegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the members.

ARTICLE IV. Officers

4.1 Designation. At each regular annual meeting of the Board after the members elect the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote; provided, however, that such officers shall be appointed by Developer for as long as Developer has the exclusive right to appoint and remove all officers of the Association pursuant to the Declaration:

(a) a President, who shall be a director and who shall preside over the meeting of the Board and of the members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the members, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and

(d) such additional officers as the Board shall see fit to elect. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

4.3 Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

4.4 Vacancies. Vacancies in any office shall be filled by Developer, for as long as Developer has the exclusive right to appoint and remove officers of the Association pursuant to the Declaration, or by the Board by a majority vote at a special meeting of said Board, as the case may be. Any officer so appointed by Developer or elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer replaced.

4.5 Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the members at a meeting duly called for that purpose.

4.6 Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board. Any officer appointed by Developer may be removed by Developer at any time and from time to time and successors appointed to serve in their place for as long as Developer has the exclusive right to appoint and remove officers of the Association pursuant to the Declaration.

ARTICLE V. Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VI. Indemnification

6.1 Definitions. The term "director", "expenses", "liability", "party" and "proceeding" shall have the meanings found in the Official Code of South Carolina.

6.2 Authority to Indemnify.

(a) Except as provided in subsections (c) and (d) of this Section 6.2, the Association shall indemnify or obligate itself to indemnify an individual made a party to the proceeding because he is or was a director against liability incurred in the proceeding if he acted in a manner he believed in good faith to be in or not opposed to the best interests of the Association and, in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(b) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct set forth in subsection (a) of this Section 6.2.

(c) The Association may not indemnify a director under Section 6.2.

(i) In connection with a proceeding by or in the right of the Association in which the director was adjudged liable to the Association; or

(ii) In connection with any other proceeding in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) Indemnification permitted under this Section 6.2 in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

6.3 Mandatory Indemnification. To the extent that a director has been successful, on the merits or otherwise, in the defense of any proceeding to which he was a party, or in defense of any claim, issue, or matter therein, because he is or was a director of the Association, the Association shall indemnify the director against reasonable expenses incurred by him in connection therewith.

6.4 Advance for Expenses.

(a) The Association may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(i) The director furnishes the Association a written affirmation of his good faith belief that he has met the standard of conduct set forth in subsection (a) of Section 6.2; and

(ii) The director furnishes the Association a written undertaking executed personally or on his behalf, to repay any advances if it is ultimately determined that he is not entitled to indemnification under this part.

(b) The undertaking required by paragraph (ii) of subsection (a) of this Section 6.4 must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

6.5 Court Ordered Indemnification and Advances for Expenses. A director of the Association who is a party to a proceeding may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order

indemnification or advances for expenses if it determines:

(1) The director is entitled to mandatory indemnification under Section 6.3 of these By-Laws, in which case the court shall also order the Association to pay the director's reasonable expenses incurred to obtain court ordered indemnification;

(2) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standard of conduct set forth in subsection (a) of Section 6.2 but if he was adjudged so liable his indemnification is limited to reasonable expenses incurred;
or

(3) In the case of advances for expenses, the director is entitled, pursuant to the Articles of Incorporation, these By-Laws, or any applicable resolution or agreement, to payment or reimbursement of his reasonable expenses incurred as a party to a proceeding in advance of final disposition of the proceeding.

6.6 Determination and Authorization of Indemnification.

(a) The Association may not indemnify a director under Section 6.2 unless authorized thereunder and a determination has been made in the specific case that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in subsection (a) of Section 6.2.

(b) The determination shall be made;

(1) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(2) If a quorum cannot be obtained under paragraph (1) of this subsection, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(3) By special legal counsel:

(A) Selected by the Board of Directors or its committee in the manner prescribed in paragraph (1) or (2) of this subsection; or

(B) If a quorum of the Board of directors cannot be obtained from paragraph (1) of this subsection and a committee cannot be designated under paragraph (2) of this

subsection, selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or

(4) By the members (excluding the votes of those directors who are at the time parties to the proceeding).

(c) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness or expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under paragraph (3) of subsection (b) of this Section 6.6 to select counsel.

6.7 Indemnification of the Developer, Officers, Employees, Agents, etc.

(1) An officer of the Association who is not a director is entitled to mandatory indemnification under Section 6.3 and if entitled to apply for court ordered indemnification under Section 6.5, in each case to the same extent as a director of the Association; and

(2) The Association shall also indemnify against liability and advance expenses to the Developer, each member of any committee appointed pursuant to the By-Laws of the Association and the Association's officers, employees, of agents who are not directors to the same extent as a director as provided in this Article VI, so long as the same is consistent with public policy and the Articles of Incorporation, these Bylaws, general or specific action of its board of directors, or contract.

6.8 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the Association against liability arising from his status as a director, officer, employee, or agent, whether or not the Association would have power to indemnify him against the same liability under Sections 6.2 or 6.3.

6.9 Limitations.

(a) The provision for indemnification of or advance for expenses to directors contained in the Articles of Incorporation, these By-Laws, a resolution of the Association's members or Board of Directors, or in a contract or otherwise, is valid only if and to the extent the provision is consistent with the South Carolina Non-Profit Corporation Code. If the Articles of Incorporation limit indemnification or advance for expenses, indemnification

and advance for expenses are valid only to the extent consistent with the Articles of Incorporation.

(b) This Article VI does no limit the Association's power to pay or reimburse expenses incurred by a director in connection with his appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent to the proceeding.

6.10 Severability. In the event that any of the provisions of this Article VI (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

6.11 Amendment to Code. If the South Carolina Non-Profit Corporation Code hereafter is amended to authorize broader indemnification of such directors, officers, agents and employees of the Association shall be expanded to the fullest extent permitted by such amended Code.

6.12 Non-Exclusive Remedy. The indemnification provided by this article VI shall not by deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

ARTICLE VII. Use Restrictions and Rule Making

7.1 Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots and the Common Area, provided that copies of all such rules and regulations be furnished to all members at least thirty (30) days prior to the effective date of such rules and regulations. The Board shall have the power to impose reasonable fines which shall constitute an equitable charge and a continuing lien upon a member's lot and to suspend a member's right to vote for violation of any duty imposed under the Declaration, these By-Laws and/or rules and regulations duly adopted hereunder.

7.2 Procedure. Except with respect to the Failure of any member to pay assessments, dues or fees, the Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of any rules or regulations of the Association unless and until the

following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule or regulation may result in the imposition of sanctions after notice and hearing, if the violation is not a continuing one.
- (b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule or regulation is subsequently violated, the Board may serve the violator with written notice of a hearing to be held by the Board in Executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.
- (c) Hearing. The hearing shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE VIII. Amendments

These By-Laws may be amended, modified or rescinded, from time to time, in the following manner:

8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which

a proposed amendment is to be considered.

8.2 Adoption. The Board shall have the power to alter, amend or repeal any of these By-Laws or to adopt new by-laws by the affirmative vote of a majority of all of the directors, but any by-laws adopted by the Board may be altered, amended or repealed and new by-laws adopted by the affirmative vote of at least two-thirds (2/3) of the members of the Association. The members may prescribe in any by-law adopted by them that such by-law shall not be altered, amended or repealed by the Board.

8.3 Provision. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or any mortgagee without the prior written consent of the Developer and/or said mortgagee(s), as the case may be. No amendment that is in conflict with the Articles of Incorporation of the Association or the Declaration shall be adopted.

ARTICLE IX. Miscellaneous

9.1 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a member of the Association, at the address which such member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the lot of such member; or

(b) If to the Association, the Board or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the members pursuant to this Paragraph.

9.2 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

9.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

9.4 Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural,

whenever the context so requires.

9.5 Fiscal Year. The fiscal year of the Association shall be the calendar year.

9.6 Audit. An audit of the accounts of the Association shall be made annually as a common expense by a public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing. Upon written request of any holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

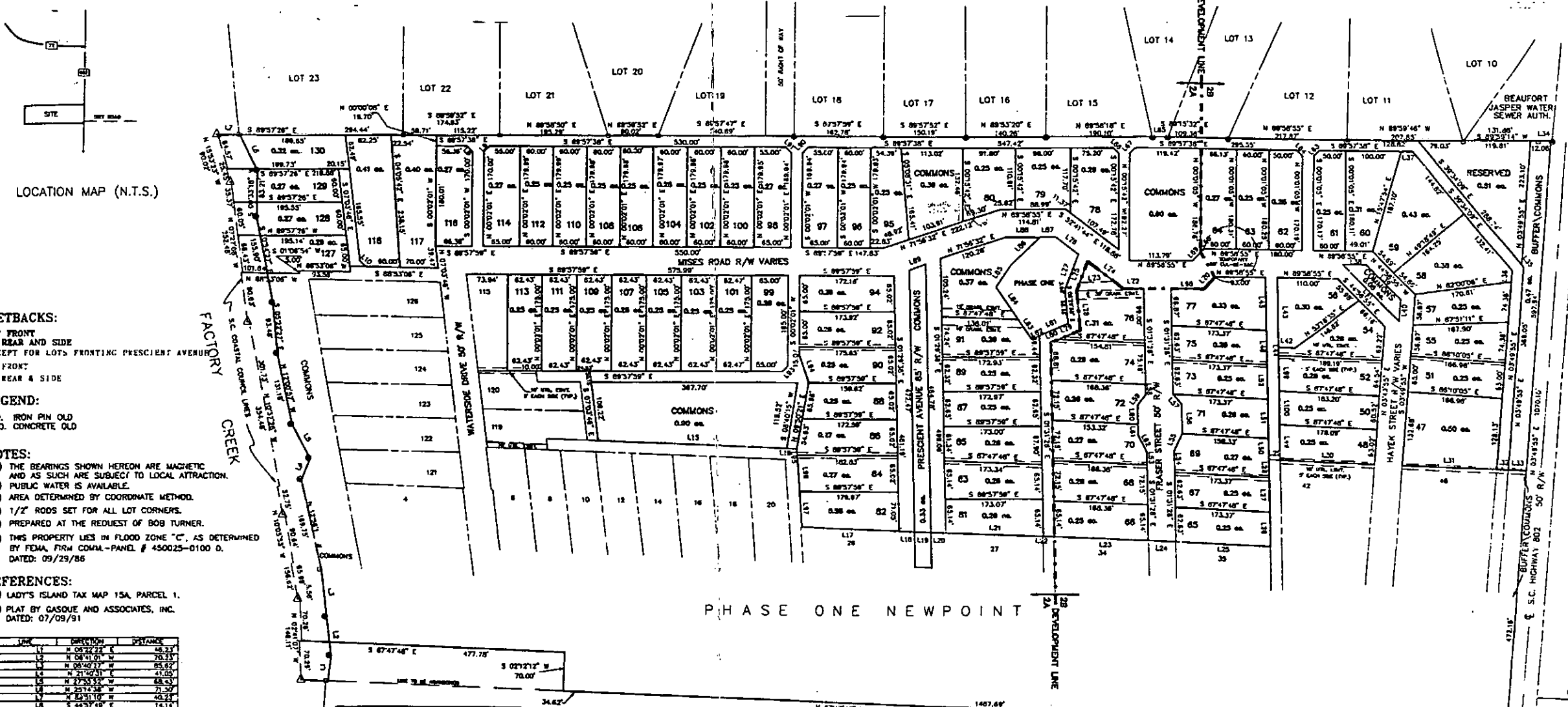
9.7 Mortgagees' Notice. A first mortgagee, upon written request, will be entitled to written notification from the Association of any default by a member, who is the mortgagee's mortgagor, in the performance of his obligations under the Declaration which is not cured within thirty (30) days.

9.8 Conflicts. In the event of conflicts between the Declaration, the Articles of Incorporation and these By-Laws, the Declaration and Articles of Incorporation shall control, in that order.

**Newpoint
Phase 1**

**Revised
5/19/98**

BLUFF FARM SUBDIVISION



LOCATION MAP (N.T.S.)

SETBACKS:

- 12' FRONT
- 0' REAR AND SIDE
- EXCEPT FOR LOTS FRONTING PRESCIENT AVENUE
- 0' FRONT
- 0' REAR & SIDE

LEGEND:

- L.C. IRON PIN OLD
- C.O. CONCRETE OLD

NOTES:

- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
- 2.) PUBLIC WATER IS AVAILABLE.
- 3.) AREA DETERMINED BY COORDINATE METHOD.
- 4.) 1/2" RODS SET FOR ALL LOT CORNERS.
- 5.) PREPARED AT THE REQUEST OF BOB TURNER.
- 6.) THIS PROPERTY LIES IN FLOOD ZONE "C", AS DETERMINED BY FEMA, FIRM COMM - PANEL # 450025-0100 D. DATED: 09/29/86

REFERENCES:

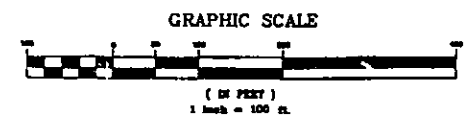
- 1.) LADY'S ISLAND TAX MAP 15A, PARCEL 1.
- 2.) PLAT BY GASQUE AND ASSOCIATES, INC. DATED: 07/09/91

LINE	DIRECTION	DISTANCE
L1	N 08°22'22" E	46.27
L2	N 08°21'01" W	70.29
L3	N 08°20'27" W	85.82
L4	N 21°40'31" E	41.00
L5	N 27°53'55" W	68.43
L6	N 27°53'55" W	71.50
L7	N 28°31'10" W	40.21
L8	S 44°37'10" E	14.14
L9	S 45°02'11" E	14.14
L10	S 45°02'11" E	14.14
L11	N 87°17'48" W	136.09
L12	N 87°17'48" W	17.65
L13	N 87°17'48" W	17.65
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L88	N 01°44'59" W	15.00
L89	N 01°44'59" W	15.00
L90	N 01°44'59" W	15.00
L91	N 01°44'59" W	15.00
L92	N 01°44'59" W	15.00
L93	N 01°44'59" W	15.00
L94	N 01°44'59" W	15.00
L95	N 01°44'59" W	15.00
L96	N 01°44'59" W	15.00
L97	N 01°44'59" W	15.00
L98	N 01°44'59" W	15.00
L99	N 01°44'59" W	15.00
L100	N 01°44'59" W	15.00

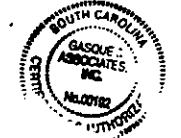
L101	S 43°02'00" W	14.10
L102	S 43°02'00" W	14.10
L103	S 43°02'00" W	14.10
L104	S 43°02'00" W	14.10
L105	S 43°02'00" W	14.10
L106	S 43°02'00" W	14.10
L107	S 43°02'00" W	14.10
L108	S 43°02'00" W	14.10
L109	S 43°02'00" W	14.10
L110	S 43°02'00" W	14.10

GRAND MODEL OF NEWPOINT PHASE TWO LADY'S ISLAND BEAUFORT COUNTY, SOUTH CAROLINA



BEAUFORT COUNTY DEVELOPMENT SERVICES
 COUNTY ENGINEER
 I have reviewed the above plat and find it to conform with the requirements of the Beaufort County Ordinance for the Development of Land in the County of Beaufort, South Carolina, and I have authorized issuance of a development permit.
 Date of Iss. by County Engineer: 11/19/93
 [Signature]

53.6 ACRES TOTAL SITE ACREAGE
 29.83 ACRES IN PHASE II.
 3.11 ACRES OPEN SPACE IN PHASE II.
 72 LOTS IN PHASE II.



DRAWN BY:	W.S.H.	DATE:	12/31/92
CHECKED BY:	T.P.T.	PLAT NO.:	1352P2A
LOT NO.:	1352-1	SHEET:	1 OF 1

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to owner(s) shown herein that to the best of my knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the minimum standards required for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS B survey as specified therein, also there are no encroachments or projections other than shown. This survey is not valid unless it bears the original signature and has an unexpired seal.
 [Signature]
 David E. Gasque, R.L.S.
 111 E. September Number 1900

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS · PLANNERS
 701 BLADEN STREET, SUITE 207, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (803) 522-1798
 FAX: (803) 522-8238

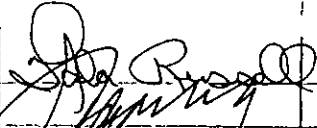

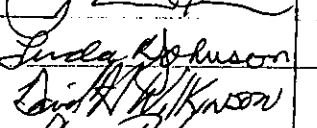
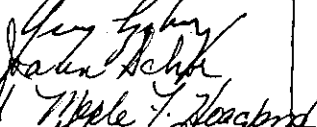
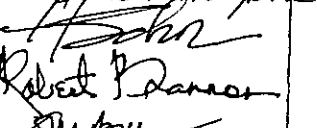
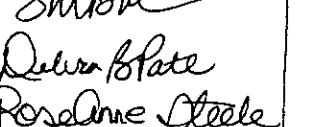
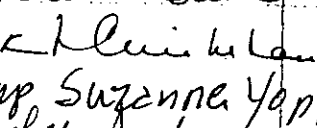


ORIGINAL DOCUMENT
 FOR CONDITION OR CONTRACT

While we certainly appreciate that the Newpoint vision is best fulfilled by having homes built on both sides of a street, we, the present Hayek Street homeowners, do not want to see any subdivision of the current lots on Hayek Street.

We see absolutely no advantage in having 36 foot wide lots created on the beautiful visage which is Hayek Street.

We are very concerned that the land in question is so low that all the trees would need to be removed and the lots filled in order for homes to be built.

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1	Toba Russell John Russell		9 Hayek St	Beaufort, S.C.	7-31-03
2	Greg Summa		11 Hayek St	Beaufort SC	8/1/03
3	JOAN ARROWSMITH Thomas Tran		16 Hayek St	Beaufort SC	8/1/03
4	Linda K. Johnson		18 HAYEK ST	Bft SC	8/1/03
5	Bill Kinison		20 Hayek St	Beaufort, SC	8/1/03
6	Greg Prybyl		2 Mises Rd	Beaufort SC	8/1/03
7	JOANN SCHOR		36 Mises Rd	Beaufort SC	8/1/03
8	Mele Hoagland		17 HAYEK	Beaufort SC	8/1/03
9	HAROLD SCHOR		15 HAYEK	Beaufort SC	8-6-03
10	Robert Prannon		31 Newpoint	Beaufort SC	8-7-03
11	SUWAN BROWN		30 MISES	BEAUFORT, SC	8-7-03
12	Debbie Pate		6 Fraser St	Beaufort, SC	8/7/03
13	RoseAnne Steele		4 Fraser St	"	8/7/03
14	Lee CRUKSHANK		5 Fraser St	Beaufort SC	8-7-03
15	Suzanne A. Yopp		9 Fraser St	Beaufort, SC	8-7-03
16	Lynn Harper Smith		16 Fraser Street	Beaufort, SC	8-7-03
17	John Holtz		8 Fraser St	Beaufort SC	8-7-03
18			3 Newpoint	Beaufort SC	8-7-03
19			9 Newpoint Rd	Beaufort, SC	8-7-03
20			2 Fraser St	Beaufort SC	8-7-03

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1	J. NICHOLAS HUNT	J. Nicholas Hunt	12 N 1959 RD	BEAUFORT, SC	29902 8-7-
2	Andy Lucker	Andy Lucker	22 Mises Rd.	Beaufort, SC	8-7-
3	Charlotte Kay	Charlotte Kay	25 Mises Rd.	Beaufort, S.C.	8-7-0
1	Barbara J Bailey	Barbara J Bailey	27 Mises	Beaufort, SC	8-7-0
5	BERNIE KOLE	Bernie Kole	14 Waterside	Beaufort, SC	8/7/0
3	JAMES SUFFERT	James Suffert	9 Prescient Ave.	Beaufort, SC	8/8/03
1	SUE KESTNER	S. Kestner	27 NEWPOINT RD.	BEAUFORT, S.C.	8/8/03
3	Lynn Raiteri	Colon Lynn Raiteri	19 Waterside Dr.	Beaufort, SC	8/8/03
			8 Mises Rd.	Beaufort, SC	8/9/03
2	Barbara Wood	Barbara J. Wood	9 Waterside Dr.	Beaufort SC	8-9-00
	Fenton Sluggs	FENTON L. SLUGGS	1 WATERSIDE DR.	BEAUFORT, SC	8-9-0
	Malcolm H McMillan	Malcolm H McMillan	16 Waterside DR	Beaufort SC	8-9-0
	Dan Denton	Dan Denton	40 Mises Rd.	Beaufort, SC	8-9-01
	PATRICIA MERRITT	Patricia E. Merritt	38 Mises Rd.	Beaufort, SC	8-9-03
	Lisa Mykleby	LISA MYKLEBY	19 Mises Rd.	" "	" "
	Frank Dawson	FRANK DAWSON	6 Prescient Av.	Beaufort, SC	8-9-0
			5 Fraser St	Box	8-9-0
	George A. Meighen	GEORGE A. MEIGHEN	46 NEWPOINT	Beaufort	8-9-0
	Dinah Swinehart	Dinah Swinehart	45 NEWPOINT	BEAUFORT	8-9-03
			43 NEWPOINT	BEAUFORT	8-9-03

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1	Anne Guthrie	Anne Guthrie	41 Newpoint Rd	Beaufort, SC	29907
2	Mona A Sturgis	Mona A. Sturgis	5 Newpoint Rd.	Beaufort SC	29907
3	SARAH DYSON	Sarah M. Dyson	13 Waterside	Beaufort SC	29907
4	Mary Jo Eline	Mary Jo Eline	11 Waterside Dr.	Beaufort SC	29907
5	Alex Shuford	Alex Shuford	10 Waterside Dr	Beaufort, SC	29907
6	Forrest Bowen	B. Bowen	5 Prescient Av.	Beaufort, SC	29907
7	Bruce Tronette	Bruce Tronette	23 Newpoint Rd	Beaufort SC	29907
8	JEAN TRONETTE	Jean Tronette	51 Newpoint	Beaufort SC	29907
9	Connie Ambrose	Connie Ambrose	38 Newpoint Rd.	Beaufort, S.C.	29902
10	Jan Wilson	Jan Wilson	37 Newpoint Rd.	Beaufort, SC	29907
11	Stephanie Scruggs	Stephanie Scruggs	95 Newpoint Road	Beaufort, SC	29907
12	Courtney Worrell	Courtney Worrell	19 Hayek	Beaufort, SC	29907
13	Ruth Lynn Lantz	Ruth L. Lantz	12 Prescient Ave.	Beaufort SC	29907
14	Patricia Gabriela	Patricia Gabriela	34 Newpoint Rd	Beaufort, SC	29907
15	Megan Louw	Megan Louw	11 FRASER ST	Beaufort SC	29907
16	Bob Sauls	Bob Sauls	6 Hayek St	Beaufort SC	29907
17	Scott Lewis	Scott Lewis	22 Hayek St.	Beaufort SC	29907
18	GANT MAZZANNA	Gant Mazzanna	24 HAYEK ST	Beaufort SC	29907
19	Eleanor Sullivan	Eleanor Sullivan	13 Newpoint	Beaufort, S.C.	29907
20	Phyllis	Phyllis	21 Newpoint	Beaufort, S.C.	29907

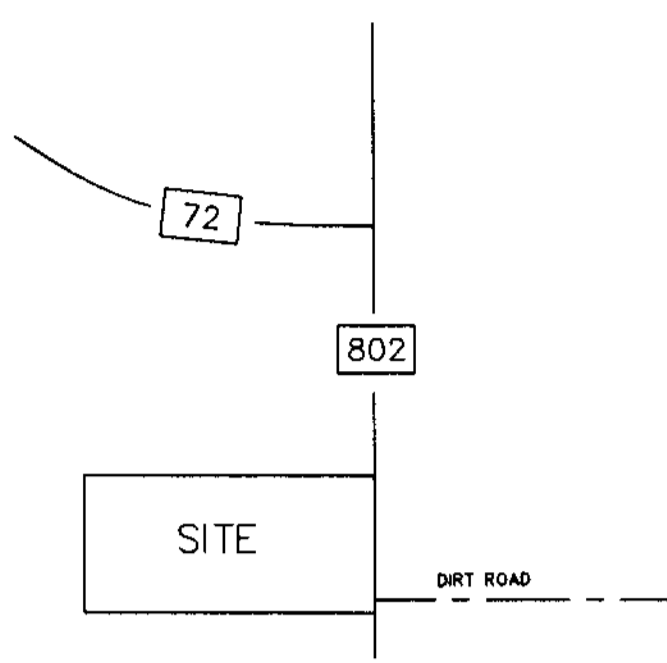
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	Dick Deal		32 Newpoint	Beaufort SC	29907
2	Deb Hoofess		33 Newpt Rd	Bft SC	29907
3	Mary Murphy	Mary Murphy	13 Prescient	Beaufort, SC	29907
1	Hebe Gray		11 Prescient	Beaufort, SC	29907
5	KAREN ELLEN JOE FLAGG	Karen Ellen Joe Flagg	7 Prescient	Beaufort SC	29907
	Pam Allen	Pam Allen	8 Prescient		
1	Tara Walker	Tara Walker	21 Mises Rd	Beaufort SC	29907
	Julie Wilkes	Julie Wilkes	26 Hayek St	Beaufort SC	29907
	Eve Ashley	Eve Ashley	2 Fraser St	Beaufort SC	29907
	ELLEN HORN	Ellen Horn	4 NEWPOINT	"	29907
	Gerry Johnson	Gerry Johnson	14 Fraser Rd	Beaufort	29907
	HARRIET HILTON	Harriet Hilton	5 Newpoint	Beaufort	29907
	DAVID A. MILLS	David A. Mills	26 Mises	"	"
	R D CLARKE	R D Clarke	15 Prescient	Beaufort	29907
	D R Bateman	D R. Bateman	29 Mises	Bft	29907
	VINCENT RHODES	V. Rhodes	17 WATERSIDE	BFT.	29907
	HARVEY L. WILSON	Harvey L. Wilson	16 Waterside	BFT	9-2-03
	Kay A. Wilson	Kay A. Wilson	7 Fraser St	B'fort	29907
1	Mary Lee Grove	Mary Lee Grove	9 Prescient		10/6/03
1	EMMA DUNN	Emma Dunn	24 HAYEK	RBV	29907



LOCATION MAP (N.T.S.)

SETBACKS:
12' FRONT
0' REAR AND SIDE

LEGEND:
○ I.O. IRON PIN OLD
□ C.O. CONCRETE OLD

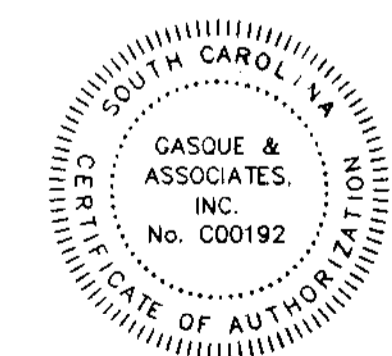
NOTES:
1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
2.) PUBLIC WATER IS AVAILABLE.
3.) AREA DETERMINED BY COORDINATE METHOD.
4.) IRON PINS SET FOR ALL LOT CORNERS.
5.) PREPARED AT THE REQUEST OF VINCENT G. GRAHAM
6.) THIS PROPERTY LIES IN FLOOD ZONE "C", AS DETERMINED BY FEMA, FIRM COMM.-PANEL # 450025-0100 D. DATED: 09/29/86

REFERENCES:
1.) LADY'S ISLAND TAX MAP 200-015-000-007A & -007B.
2.) PLAT BY GASQUE AND ASSOCIATES, INC. DATED: 07/09/91

LINE	DIRECTION	DISTANCE
L1	N06°22'22"E	48.23
L2	N06°41'01"W	70.23
L3	N06°40'27"W	85.62
L4	N13°40'31"E	41.05
L5	N27°55'52"W	68.43
L6	S87°47'48"E	20.04
L7	S01°31'28"E	40.08
L8	S92°32'11"W	26.59
L9	S01°31'28"E	50.11
L10	N01°31'58"W	17.03
L11	S01°31'28"E	37.08
L14	N45°20'22"E	27.41
L23	N02°12'12"E	35.00
L24	N72°32'12"E	20.80
L25	N33°10'17"E	48.17
L26	N45°50'50"E	70.17
L27	N89°58'55"E	28.21
L28	S52°41'44"E	50.39
L29	N16°18'47"E	26.06
L30	N33°42'28"W	63.56
L31	N33°10'17"E	32.71
L32	N45°50'50"E	52.34
L33	S53°43'56"E	45.39
L34	S19°22'27"W	41.61
L35	S05°28'58"E	51.99
L36	S66°27'02"W	39.74
L37	N07°03'48"W	20.26
L38	S07°03'48"E	20.15
L39	N01°08'54"E	5.00
L40	N07°03'48"W	9.83
L45	N02°31'13"E	92.29
L46	S86°10'05"E	13.01
L47	N02°31'12"E	84.45
L48	S87°28'48"E	33.00
L49	S87°28'48"E	32.00

EDGE OF MAN-MADE POND LINE DATA

LINE	DIRECTION	DISTANCE
L15	N01°31'28"W	67.15
L16	S87°47'48"E	32.35
L17	N45°11'32"E	91.76
L18	N02°12'12"E	22.88
L19	S87°47'48"E	27.45
L20	S03°49'55"W	91.96
L21	S53°05'23"W	103.18
L22	N87°47'48"W	35.36



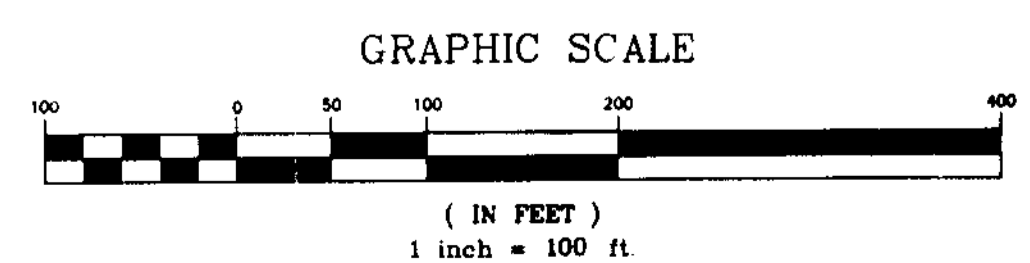
I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to owner(s) shown hereon that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS B survey as specified therein, also there are no encroachments or projections other than shown. This survey is not void unless it bears the original signature and has an embossed seal.

David E. Gasque 5-20-98
David E. Gasque, R.L.S.
S.C. Registrar Number 10506

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
703 BLADEN STREET, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(803) 522-1798

GRAND MODEL
OF
NEWPOINT
PHASE ONE
LADY'S ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA

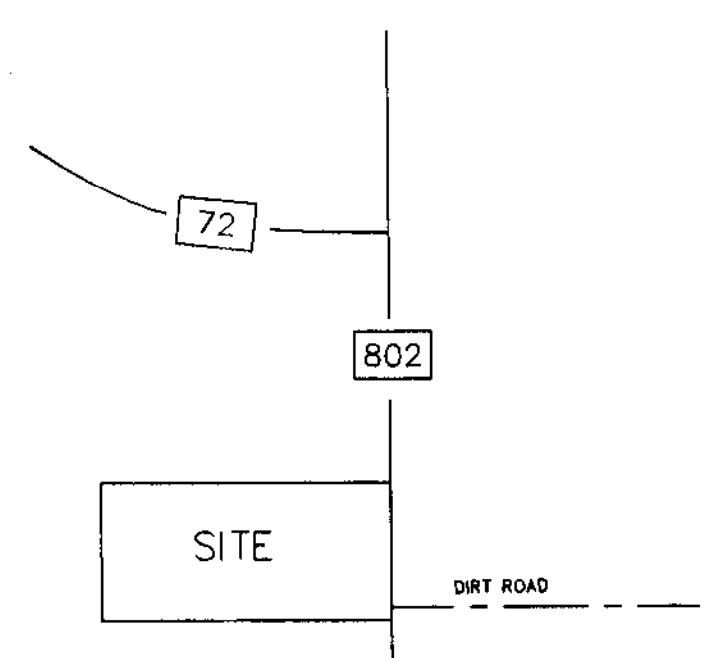
DATE: 12/30/91
REDRAWN: 04/21/98



53.6 ACRES TOTAL SITE ACREAGE
23.77 ACRES IN PHASE ONE
2.79 ACRES OPEN SPACE IN PHASE ONE
0.49 AC. NEIGHBORHOOD-COMMERCIAL IN PHASE ONE
55 LOTS IN PHASE ONE

BEAUFORT COUNTY ZONING & DEVELOPMENT STANDARDS
FINAL PLAN APPROVAL
This is to certify that the site plan shown hereon to be in compliance with the Beaufort County Zoning & Development Standards with the authorized issuance of a development permit.
Date of Plan Approval: 04/23/92
Development Permit #: 24261
Certified by: *David E. Gasque*
Revised: 5/19/98

NO.	DATE	DESCRIPTION	BY
5	03/18/98	CHANGED LOTS 41, 43, 44 & NEIGHBORHOOD COMMERCIAL	DESIGN4
4	11/03/92	ADDED LOTS 119 THROUGH 126.	W.S.H.
3	09/28/92	REVISED LOTS 39 & 40	W.S.H.
2	08/13/92	CHANGE BUFFER ALONG HWY. 802	W.S.H.
1	07/15/92	CHANGE LOTS NEAR ENTRANCE	W.S.H.



LOCATION MAP (N.T.S.)

SETBACKS:
12' FRONT
0' REAR AND SIDE

LEGEND:
O I.O. IRON PIN OLD
□ C.O. CONCRETE OLD

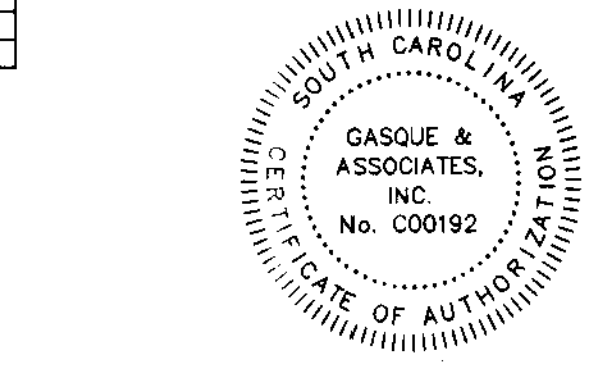
- NOTES:**
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 - 6.) THIS PROPERTY LIES IN FLOOD ZONE "C", AS DETERMINED BY FEMA, FIRM COMM.-PANEL # 450025-0100 D. DATED: 09/29/86

- REFERENCES:**
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L30	N33°49'28"W	83.56
L31	N33°10'17"E	32.71
L32	N45°50'50"E	52.34
L33	S53°43'56"E	45.39
L34	S19°42'27"W	41.67
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L47	N02°31'12"E	84.45
L48	S87°28'48"E	33.00
L49	S87°28'48"E	32.00

EDGE OF MAN-MADE POND LINE DATA

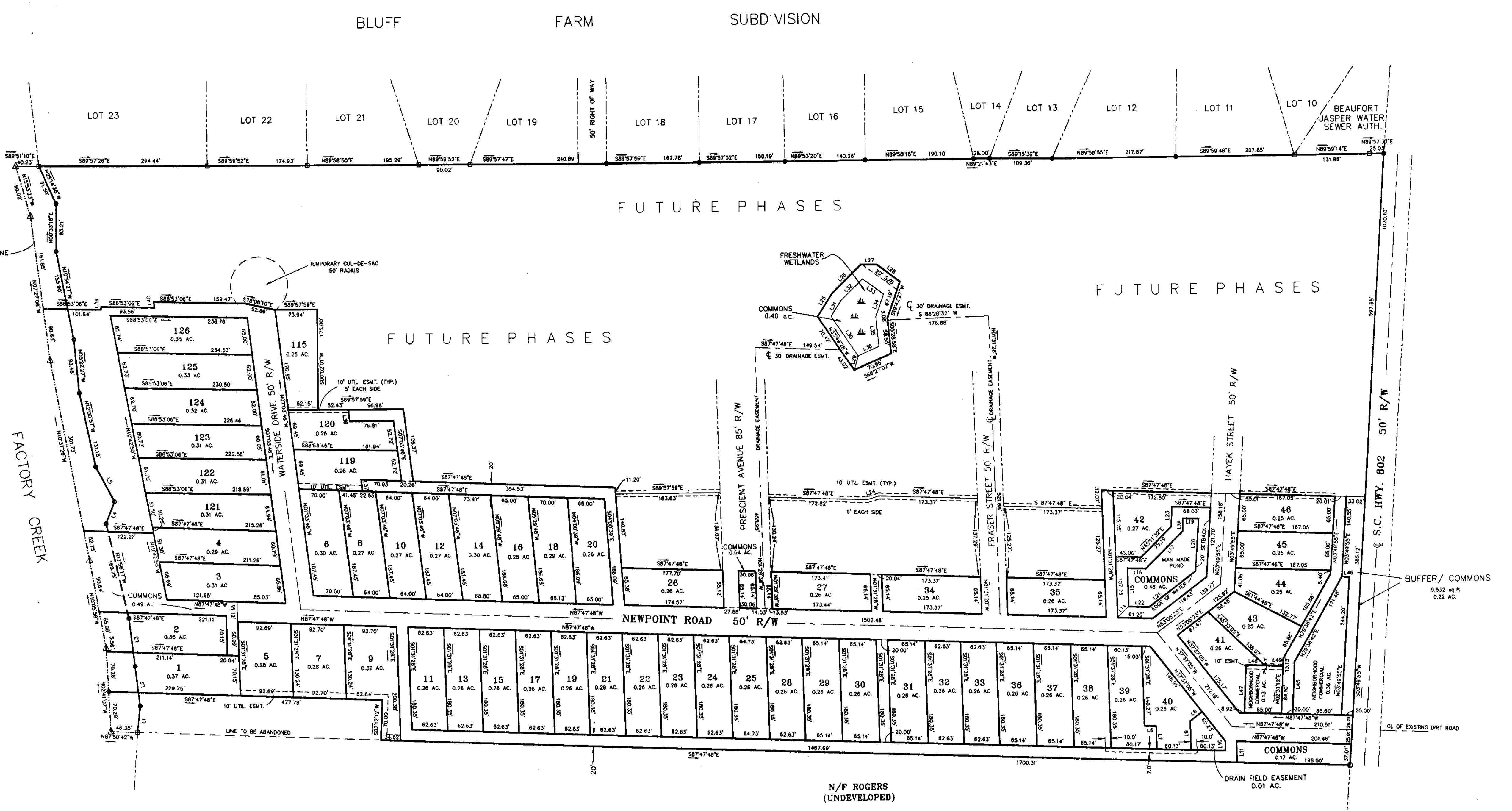
LINE	DIRECTION	DISTANCE
L15	N01°31'28"W	67.15
L16	S87°47'48"E	32.35
L17	N45°11'32"E	91.76
L18	N02°12'12"E	22.88
L19	S87°47'48"E	27.45
L20	S03°49'55"W	91.96
L21	S83°03'23"W	103.18
L22	N87°47'48"W	35.36



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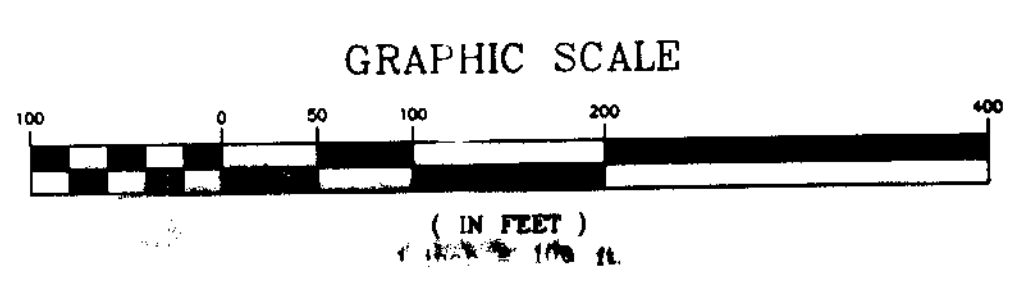
David E. Gasque, R.L.S.
S.C. Registration Number 10506

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LAND SURVEYORS PLANNERS
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GRAND MODEL
OF
NEWPOINT
PHASE ONE
LADY'S ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: 12/30/91
REDRAWN: 04/21/98



53.6 ACRES TOTAL SITE ACREAGE
23.77 ACRES IN PHASE ONE
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