Del Webb

Sun City

PUD – 600 - 9

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

DATE APPLICATION ACCEPTED:	RECEIVED BY:	FILING FEE:	RCPT #:	PROJECT TYPE: PLANNED UNIT DEVELOPMENT

PROJECT NAME:	PROPERTY OWNER NAME, ADDRESS:
Del Webb – South Carolina	Union Camp Corporation Post Office Box 1391 Savannah, GA 31402 PHONE #912 238-7625
APPLICANT (DEVELOPER) NAME, ADDRESS: Del Webb Communities, Inc. Post Office Box 1869 Bluffton, SC 29910	PROPOSED DENSITY: SINGLE FAMILY: 3.5 DU/Acre; MULTI-FAMILY: See text; OVERALL: 1.5 DU/Acre

PROJECT LOCATION:	DISTRICT MAP #:	LAND AREA (TOTAL)	LAND AREA(COMM.)	S/F LOTS
U.S. 170 at US 278	13/20	4,205.96 acres	20.7 acres	6,385
	PARCEL #: 49/1,2	LAND AREA(RESIDENTIAL): 1,941.45 acres	LAND AREA(OTHER): 2,243.81 ac.	M/F LOTS: *See text

– PRELIMINARY APPLICATION INFORMATION REQUIRED –

- [X] SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S).
- [X] VICINITY MAP SHOWING PROJECT LOCATION.
- [X] DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS.
- [X] EXISTING ROADS, STREETS, HIGHWAYS (NAME, NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY.
- [X] EXISTING DRAINAGE FACILITIES, CANALS, DITCHES, AND WATER COURSES ON AND ADJACENT TO PROPERTY.
- [X] EXISTING RIVERS, CREEKS, MARSHES, AND WETLANDS ON AND ADJACENT TO PROPERTY.
- [X] ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UN-DEVELOPED, OR COMMERCIAL, ETC.).
- [X] EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON AND ADJACENT TO PROPERTY.
- [X] EXISTING BUILDINGS, STRUCTURES, AND FACILITIES ON DEVELOPMENT PROPERTY.
- [X] SEAL OF REGISTERED ENGINEER
- [X] MUNICIPAL OR COUNTY BOUNDRY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY.
- [X] NARRATIVE DESCRIBING THE PROJECT'S INTENT AND SCOPE.
- [X] PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS.
- [X] PROPOSED STREETS, RIGHT-OF-WAY WIDTH, TOTAL MILES PROPOSED.
- [X] PROPOSED STREET NAMES.
- [X] PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER SYSTEM, OPEN SPACE, AMENITIES.
- [X] PROPOSED ACCESS TO EXISTING ROADS.
- [X] PROPOSED SETBACKS, BUFFERS, OPEN SPACE, AND LANDSCAPED AREAS.
- [X] SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT).
- [X] TOPOGRAPHIC SURVEY.
- [X] PRELIMINARY STORMWATER DRAINAGE PLAN.
- [X] PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN.
- [X] PROPOSED PHASING.
- [X] BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOPMENT DISTRICT ONLY).
- [X] PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA, TYPE OF USE AND DENSITY (RESIDENTIAL) EACH AREA.
- [X] PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE, WATER, SEWER FROM AFFECTED AGENCY.
- [X] HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS.
- [X] 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: [signature] DATE: 9/15/93

LANDOWNER'S SIGNATURE: See letter DATE:

COUNTY COUNCIL ACTION:
- [ ] APPROVED DATE: _____
- [ ] DISAPPROVED DATE: _____
- [X] COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN.
- [X] S.C.D.H.& P.T. ENCROACHMENT PERMIT
- [X] FIRE OFFICIAL APPROVAL

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

Z/DA File No. _____ 00003

BEAUFORT COUNTY, SOUTH CAROLINA
PROPOSED ZONING/DEVELOPMENT AMENDMENT

To: The Chairman and Members, Beaufort County Council

The undersigned hereby respectfully requests that the Beaufort County Zoning/Development Ordinance be amended as described below:

1. This is a request for a change in the: (Check as appropriate)
(X)Zoning Map Designation ( )Zoning/Development Text

2. Give exact information to locate the property for which you propose a change: Tax District No. 600
Tax Map No. 13/20 Parcel No. 49/1,2
Square feet or acres of subject property: 4,205.96

3. How is this property presently zoned? (Check one.)

( ) CPD ( ) RDD (X) DD (233.80 ac) ( ) GR-4 ( ) GR-8

( ) GR-20 ( ) NPD-1 ( ) NPD-2 ( ) NPD-3

( ) NPD-4 ( ) NCD ( ) GCD (X) RAD (3,972.16 ac) ( ) RCD

( ) ID ( ) PUD

4. What new zoning do you propose for this property? PUD _____ (Under Item 8 explain why this area should be rezoned as your propose.)

5. Do you own all of the property proposed for this zoning change? ( ) Yes (X) No
If NO, give location of the property involved which applicant does not own and name and address of the/those owner(s): subject property owned by

Union Camp Corporation, Post Office Box 1391, Savannah, GA 31402

Attn: Mr. John D. Alderman

6. If this request also involves a proposed change in the Zoning/Development Ordinance Text, which section(s) will be affected: Sections _____

7. Explain proposed text change and reasons therefore in Item 8.

8. Explanation: See attached

(Continue on separate sheet)

(Over to back)

9. Is this property subject to an Overlay District? Check those which may apply:

( ) BDOD ( ) FHOD ( ) AOD ( ) HPOD ( ) HCOD

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the applicant.

Signature of applicant _____ Date September 15, 1993

Printed Name Mr. John H. Gleason

Address 2231 Camelback Road, #400, Post Office Box 29040, Phoenix, AZ 85016

Telephone Number (602) 808-8000

BDOD - Beach Development Overlay District
FHOD - Flood Hazard Overlay District
AOD - Airport Overlay District
HPOD - Historic Preservation Overlay District
HCOD - Highway Corridor Overlay District

FOR AMENDMENT REQUESTS WHICH AFFECT DISTRICT ZONING, A POSTING NOTICE MUST BE PLACED ON THE AFFECTED PROPERTY AT LEAST FIFTEEN (15) DAYS PRIOR TO SCHEDULED REVIEW BY THE PLANNING BOARD. THE NOTICE WILL BE PROVIDED BY THE ZONING/DEVELOPMENT OFFICE BUT YOU ARE RESPONSIBLE FOR ITS PLACEMENT ON THE PROPERTY.

Date Notice Provided _____

Date Received _____ Date Forwarded _____
Date of Planning Board Review _____
Date of County Council Action _____
Approved _____ Disapproved _____ Modified _____

Please submit form as an original and two (2) copies.

BEAUFORT COUNTY, SOUTH CAROLINA
PROPOSED ZONING/DEVELOPMENT AMENDMENT cont'd

8. Explanation

The zoning map modification is requested to allow for the development of Del Webb – South Carolina by Del Webb Communities, Inc. The active adult community will be developed as a Planned Unit Development. The zoning map change requests includes the 3,972.16 acre portion between SC Highway 170, the powerline easement, the New River and the county line, and the 233.80 acre tract (known as the Sanders Tract). The Sanders Tract is conditionally approved for a PUD under DD, but is included in this application so that the standards apply to all portions of the project.

APPLICATION TO BEAUFORT COUNTY COUNCIL TO REZONE A PORTION OF THE ARGENT TRACT AND THE SANDERS TRACT FOR DEL WEBB SOUTH CAROLINA

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

SEPTEMBER, 1993

J-8545

REVISED OCTOBER 5, 1993

TABLE OF CONTENTS

EXHIBITS

REZONING APPLICATION FOR
DEL WEBB COMMUNITIES, INC.

I. PROJECT INTRODUCTION

Del Webb Communities, Inc. ("Del Webb") plans to establish a master-planned residential community on approximately 5,200 acres in Beaufort and Jasper Counties. This application is to create a PUD zoning district on the 4,205-acre portion of the proposed community within Beaufort County. The history and philosophy of Del Webb are very important in understanding the proposed development. While Del Webb's South Carolina community will be unique, with its own local character and ambience, it will also reflect the Del Webb approach to community planning, which has been carefully developed through extensive experience. Following in this section are a brief description of the company and a summary introduction of the plan for Del Webb's South Carolina community.

A. The Company

Del Webb is a subsidiary of Del Webb Corporation, one of the nation's leading developers of age-restricted active adult communities. The Company has extensive experience in the active adult community business, having built and sold more than 40,000 homes at its Sun City communities over the past 30 years. The Company designs, develops and markets these large-scale, master-planned, residential communities for active adults age 55 and over, controlling all phases of the master plan development process from land selection through the construction and sale of homes. Within its active adult communities,the Company is the exclusive developer and builder of homes.

The Company's first active adult community, Sun City, located near Phoenix, Arizona, was started in 1960 and built out in 1978. Sun City has approximately 26,000 homes and is one of the largest active adult communities in the United States. The Company has no remaining financial interest in Sun City. The Company currently sells homes at four active adult communities: Sun City West, two miles west of Sun City, which is planned for 16,000 homes, of which 11,531 had been sold and delivered at December 31, 1992; Sun City Tucson, which is planned for 2,500 homes, of which 1,156 had been sold and delivered at December 31, 1992; Sun City Las Vegas, which is planned for 5,600 homes, of which 2,898 had been sold and delivered at December 31, 1992; and

Sun City Palm Springs, which is planned for 5,200 homes, of which 110 had been sold and delivered at December 31, 1992.

A central philosophy of the Company is to provide an attractive lifestyle for adults age 55 and over through the sale of high-quality homes in communities that offer a physically active and socially rewarding environment. To this end, the Company's active adult communities feature extensive amenities, including one or more golf courses and large recreation centers which contain activity rooms, athletic facilities, swimming pools and tennis courts. The Company builds numerous styles of contemporary homes (primarily detached, single-family residences) tailored to the preferences of the active adult market and in a wide range of prices. While more than one factor may contribute to a given home sale, the Company's information indicates that a substantial portion of its home sales is attributable to follow-ups on referrals from residents of its communities and from its vacation program, which permits prospective purchasers to experience the Sun City lifestyle prior to deciding whether to purchase a home.

Del Webb's communities are responsive to its Sun City customers and residents, and designed to take advantage of the natural characteristics of the land. Views, access,amenities and community convenience are all important factors considered in the master plans. Home designs accommodate the lifestyle changes of its residents. They incorporate easy living, low maintenance, energy conservation features, and high quality products and materials. More than 50 innovative model homes have been introduced in the last 2 years, representative of the variety available to customers.

Even though Del Webb has developed large scale residential communities for many years, the Company recognizes that development in the Low Country of South Carolina presents new issues and challenges. Del Webb representatives have spent many hours in recent months talking with local residents and community leaders to develop a better understanding of these local issues and concerns. The Company has also engaged professionals and consultants who have extensive experience in Southern Beaufort County. In developing the Del Webb South Carolina Master Plan, Del Webb has drawn on this local input and experience to develop a plan which is sensitive to important local concerns.

B. Del Webb South Carolina

The Del Webb South Carolina project will be located along the U.S. 278 Highway extension, between I-95 and the intersection of SC Highway 170 and U.S. 278. Approximately 4,205 acres of Del Webb South Carolina will be in Beaufort County, and approximately 980 acres will be in Jasper County.

Portions of the property are located along the Beaufort and Jasper County line. The property is bounded by the Great Swamp to the west, SC 141 to the north, SC 170 on the east and a SCE&G transmission line to the south. Approximately 230 acres of land is located east of SC Highway 170, along the Okatie River. The 3,970 acre portion in Beaufort County is presently zoned Rural-Agricultural District (RAD), and the 230 acre tract, east of SC 170, is zoned Development District (DD). Under the current zoning, approximately 9,500 units can be developed on the two county tract. This application seeks to change the zoning of all the Beaufort County property to a Planned Unit Development (PUD) district.

Del Webb plans to develop a residential community with extensive recreation and other community facilities. Private covenants will address applicable restriction issues as well as provide for long-term ownership of common facilities by an Owner's Association.

Del Webb seeks approval to develop a total of 8,000 residential units for the entire two-county, 5,200 acre property. Within Beaufort County, approval for 6,690 residential units is requested for the 4,205 acres. Current projections indicate that actual development density will probably be less than these figures. The 8,000 unit approval request is necessary, however, to insure that the Company has the flexibility to meet changing market conditions in the future, should buyer preferences move more toward smaller units.

Even at the maximum build-out, the Company is requesting less residential density than the current zoning would allow for this property. This development plan does not introduce uses which are inconsistent with the underlying RAD and DD zoning districts. Although a relatively small amount of internal commercial, multi-family

development and condominium uses are requested under the plan, these and other uses are allowed in the Development District and on the Jasper County property.

The main purpose of the development plan is to allow for development of a high quality residential community, with fully integrated recreational and amenity uses, and fully integrated internal transportation, utility and drainage systems. The rezoning request, to a PUD district, provides for this important central planning,while preserving the necessary development flexibility to allow the project to respond to future consumer preferences.

II. DEVELOPMENT TEAM

APPLICANT:	Del Webb Communities, Inc.	Mr. John H. Gleason Mr. Robert R. Wagoner
LAND PLANNING:	Edward Pinckney/Associates, LTD.	Mr. Ed Pinckney Mr. Truitt Rabun Mr. Patrick Rooney
ENGINEERING:	Thomas & Hutton Engineering Co.	Mr. William G. Foster, Sr. Mr. Samuel G. McCachern Mr. Benny K. Jones, Jr.
GOLF COURSE ARCHITECTS:	McCumber Golf, Inc.	Mr. James McCumber Mr. Michael Beebe
ENVIRONMENTAL CONSULTANTS:	Newkirk Environmental Consultants	Mr. Duncan Newkirk Mr. Steve Nichols Mr. Ken Hance
ARCHAEOLOGICAL CONSULTANTS:	Brockington & Associates	Dr. Eric Poplin
FORESTRY CONSULTANTS:	Milliken Forestry Co., Inc.	Mr. William Milliken
TRAFFIC ENGINEERS:	Kirkham Michael and Associates	Mr. James Book
GEOTECHNICAL CONSULTANTS:	Whitaker Laboratory	Mr. Joe Whitaker
GEOTECHNICAL CONSULTANTS:	S & ME	Mr. David Lipka Mr. William Anderson
LANDSCAPE ARCHITECTS:	Wood and Partners, Inc.	Mr. Perry Wood Mr. Ed Evans
WILDLIFE CONSULTANTS:	Folk Land Management	Mr. Robert Folk
LEGAL:	McNair & Sanford, PA	Mr. William S. Rose, Jr.
	Law Office of Mr. Lewis J. Hammet	Mr. Lewis J. Hammet
	Vaux & Marscher, PA	Mr. Robert S. Vaux
	Jones, Scheider, & Patterson	Mr. William W. Jones

III. EXISTING CONDITIONS

The subject property is currently owned by Union Camp Corporation. The property has been actively managed for silviculture over the last 50 years. Del Webb Communities, Inc. is proposing to purchase 5,190 acres as shown on **EXHIBIT A** – Boundary Plat. The property is in both Beaufort and Jasper Counties. This application seeks rezoning on the 4205 acre Beaufort County parcel. Authorization from Union Camp Corporation to proceed with this rezoning application is shown in **EXHIBIT B**. The plat shows the following information:

(a) Vicinity map
(b) Boundary and dimensions
(c) Existing streets
(d) Adjacent property owners
(e) Existing easements
(f) Existing structures
(g) Beaufort/Jasper County line
(h) Adjacent rivers

This application seeks to rezone the 3972.16 acre tract bounded by SC Highway 170 on the east, the SCE&G powerline on the south, the New River (Beaufort/Jasper County Line) on the west, the Jasper County Line on the north and that certain 233.80 acre parcel known as the Sanders Tract between SC Highway 170 and the Okatie River.

The property has road frontage on SC 170 and the proposed extension of U.S. 278 to Interstate 95. The New River and Okatie River are two major water courses forming the western and eastern boundaries respectively.

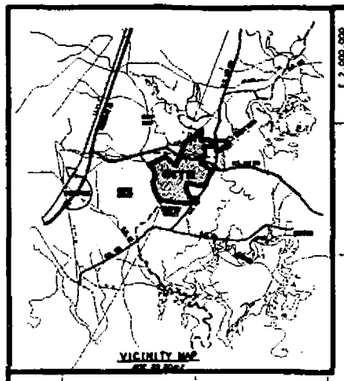
The natural features of the property are characteristic of the lowcountry. Elevations range from 40 feet above sea level to sea level. Prior to purchase by Union Camp Corporation, the Argent Land and Timber Co. used the property to graze cattle. The tract was mostly clear pasture. Therefore, large oak forests, are not found on this tract. Upland tree coverage is generally planted pine crop ranging in age from 1 year to 22 years old. Today, the property is in the second rotation of tree harvest, and large areas are being harvested every year. **EXHIBIT C** is an aerial photograph of the property taken in October of

1992. The photograph shows current tree cover. Hardwood trees are generally found in the wetland areas. The hardwood trees in the New River Swamp are approximately 50 years old.

Freshwater wetlands on the property were delineated by Newkirk Environmental Consultants, Inc., and surveyed by Thomas & Hutton Engineering Co. in the Spring and Summer of 1993. The U.S. Army Corps of Engineers verified the "Freshwater Wetlands Survey for a Portion of the Argent Tract" in a letter dated August 23, 1993 (**EXHIBIT E**). The cover sheet for the wetland survey shows the project site and is included as **EXHIBIT D**.

The majority of the adjacent property is owned by Union Camp Corporation or the Jones Estate. The project surrounds, on three sides, a 385 acre parcel owned by Charles Sparkman. The land in these three ownerships is principally undeveloped and managed forest. The Sanders Tract has a single family residence adjacent to it on the north and agricultural land to the south.


10 12 92
15293
KUCERA INT'L.
53735 23
JASPER COUNTY
BEAUFORT COUNTY
JASPER COUNTY
BEAUFORT COUNTY



S.C. HWY. 141 75' R/W

S.C. HWY. 141 75' R/W

S.C. HWY. 170 75' R/W

S.C. HWY. 170 50' R/W

PORTION OF THE ARGENT TRACT
1127.60 ACRES
(NORTH OF PROPOSED U.S. 278 EXTENSION)

PORTION OF THE ARGENT TRACT
3873.28 ACRES
(SOUTH OF PROPOSED U.S. 278 EXTENSION)

SANDER'S TRACT
233.80 ACRES

PROPOSED HIGHWAY 278 EXTENSION
300' R/W
44.94 ACRES

POINT OF BEGINNING
N 173016.2435
E 2020210.0370

POINT OF BEGINNING
N 169650.0782
E 2016644.5883

POINT OF COMMENCING
C/L OF HWY 170 & C/L OF HWY 278

N 175871.8544
E 2011219.0016

N 171364.2956
E 2009588.5560

N 168437.6351
E 2008680.7728

N 167814.6371
E 2004725.5400

N 162139.5606
E 2016584.1320

BORROW PIT

NEW RIVER

JASPER COUNTY / BEAUFORT COUNTY

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY 130' RIGHT-OF-WAY

SOUTH CAROLINA ELECTRIC AND GAS COMPANY 100' RIGHT-OF-WAY

SOUTH CAROLINA ELECTRIC AND GAS COMPANY 75' RIGHT-OF-WAY

20' PALMETTO ELECTRIC COOPERATIVE, INC. EASEMENT

UNION CAMP CORPORATION

SAVANNAH RIVER

GRID NORTH

E 2,000,000 E 2,002,000 E 2,004,000 E 2,006,000 E 2,008,000 E 2,010,000 E 2,012,000 E 2,014,000 E 2,016,000 E 2,018,000 E 2,020,000 E 2,022,000 E 2,024,000 E 2,026,000 E 2,028,000 E 2,030,000

N 174,000 N 172,000 N 170,000 N 168,000 N 166,000 N 164,000 N 162,000 N 160,000 N 158,000 N 156,000 N 178,000 N 176,000

ACREAGE SCHEDULE

BEAUFORT COUNTY	4,016.40 AC.
JASPER COUNTY	984.56 AC.
SANDER'S TRACT	233.80 AC.
TOTAL ACREAGE	5,234.76 AC.

EXHIBIT "A"

(SEE FULL SCALE VERSION FOR LEGAL DOCUMENT)

BOUNDARY PLAT

FOR A PORTION OF

THE ARGENT AND SANDER'S TRACTS

BEAUFORT AND JASPER COUNTIES, SOUTH CAROLINA

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
5 GOLDSTEIN PROFESSIONAL BOULEVARD, P.O. BOX 24999
SAVANNAH, GEORGIA 31406 / TEL. (912) 355-0000

RECORDED IN BOOK ___ PAGE ___
DATE _____
IN THE OFFICE OF
CLERK OF COURT
JASPER COUNTY S.C.
REPLACES PLATS IN
BOOK _____ PAGE _____

RECORDED IN BOOK ___ PAGE ___
DATE _____
IN THE OFFICE OF
CLERK OF COURT
BEAUFORT COUNTY S.C.
REPLACES PLATS IN
BOOK _____ PAGE _____

SCALE	N.T.S.
FILE	A-6472
DATE	6-8-93
DRAWN BY	L.P.O.
APPROVED BY	B.L.Y.

SHEET 1 OF 1

00019

WOODLANDS DIVISION P.O. BOX 1391, SAVANNAH, GA. 31402 TELEPHONE (912) 238-6000

September 7, 1993

Beaufort County Zoning Administrator
Beaufort, South Carolina 29901

Dear Sir:

Certain lands of Union Camp Corporation in Beaufort County are under option by Del Webb Communities, Inc. A memorandum of said option was filed on June 25, 1993.

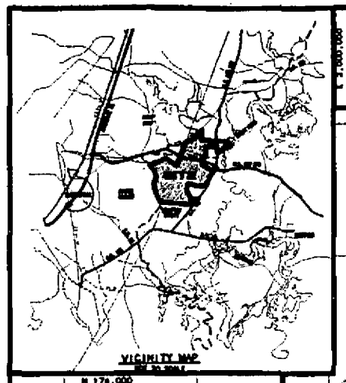
This letter confirms that Union Camp Corporation does authorize Del Webb Communities, Inc., to make application for zoning approval of the optioned lands as planned unit development.

Sincerely,

John D. Alderman

John D. Alderman
Project Manager, Land Resources

JDA/bjtr



SHEET 1

SHEET 2

SHEET 3

SHEET 4

SHEET 5

S.C. NO. 141 75' R/W

S.C. NO. 170 75' R/W

S.C. NO. 170 50' R/W

OUT 216 ACS

OUT 870 ACS

OUT 787 ACS

OUT 100 ACS

JASPER COUNTY
BEAUFORT COUNTY

OKATIE GUN CLUB

BULL POINT PLANTATION

PALMETTO ELECTRIC COOPERATIVE, INC. EASEMENT

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY 120' RIGHT-OF-WAY

GRID NORTH

NOTES

1. COORDINATES FOR POINT NUMBERS FOUND IN " COORDINATE LIST FOR A PORTION OF THE ARGENT TRACT" DATED JULY 27, 1993
2. ALL COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE (NAD83).
3. WETLANDS SURVEYED FOR DEL WEBB CORPORATION ON PROPERTY UNDER OPTION WITH UNION CAMP CORPORATION.
4. DELINEATION CONFIRMED BY U.S.ARMY CORPS OF ENGINEERS IN LETTER DATED _____ FILE #
5. WETLAND DELINEATION BY HENWIRK ENVIRONMENTAL CONSULTANTS, INC.

2. REVISED: AUGUST 21, 1993 - L.P.O.
1. REVISED: AUGUST 9, 1993 - L.P.O.

	TOTAL ACREAGE	WETLAND ACREAGE
BEAUFORT COUNTY	4,016.40 AC.	1,318.73 AC.
JASPER COUNTY	984.56 AC.	227.08 AC.
SANDER'S TRACT	233.80 AC.	31.78 AC.
TOTALS	5,234.76 AC.	1,577.59 AC.

EXHIBIT "D"

FRESHWATER WETLANDS SURVEY
FOR A PORTION OF
THE ARGENT TRACT
BEAUFORT AND JASPER COUNTIES, SOUTH CAROLINA

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.
PHOENIX, ARIZONA

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

JULY 27, 1993
2-0479

SCALE: N.T.S.

If you have any questions regarding this matter, please contact me at (803) 724-4330.

Respectfully,

Fred Veal
for Jake Duncan
Project Manager

Enclosure

Copy Furnished:

S. C. Coastal Council
4130 Faber Place, Suite 300
Charleston, South Carolina 29405

S. C. Water Resources Commission
c/o South Carolina Sea Grant Consortium
287 Meeting Street
Charleston, South Carolina 29401

U. S. Environmental Protection Agency
Region IV, Wetlands Regulatory Unit
345 Courtland Street
Atlanta, Georgia 30365

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT CORPS OF ENGINEERS
P.O. BOX 919
CHARLESTON, S.C. 29402-0919

00023

REPLY TO ATTENTION OF

August 23, 1993

Regulatory Branch

Mr. Steve Nichols
Newkirk Environmental Consultants, Inc.
192 East Bay Street, Suite 201
Charleston, South Carolina 29401

Dear Mr. Nichols:

This is in response to your letter dated August 1, 1993, with enclosed revised survey plats prepared by Thomas & Hutton Engineering Co. dated July 27, 1993, and revised August 9, 1993, and entitled "Freshwater Wetland Survey for a Portion of the Argent Tract Beaufort and Jasper Counties, South Carolina."

These plats depicts a wetland boundary as established by your firm. You have requested that this office verify the accuracy of this wetland mapping as a true representation of wetlands within the regulatory authority of this office. The property in question is owned by Union Camp and is a 5250.6 acre tract located at the intersection of highways 170 and 278 adjacent to the New River in Beaufort and Jasper Counties, South Carolina, and contains 1,578.5 acres of wetlands.

Based on an on-site inspection and aerial photo review, it has been determined that the wetland boundary is an accurate representation of wetlands within our regulatory authority.

In future correspondence concerning this matter, please refer to N/R SAC-81-93-1052. You may still need State or local assent. Prior to performing any work, you should contact the South Carolina Coastal Council. A copy of this letter is being forwarded to the addressees listed for their information.

Please be advised that this determination is valid for three years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional wetland delineation must be conducted.

IV. DEVELOPMENT PLAN

Del Webb Communities, Inc. proposes 8,000 units on the 5,200 acre site. Of the 8,000 units, 6,385 units are in Beaufort County. The project will be developed in accordance with the Master Plan by Edward Pinckney/Associates, Ltd., and shown in **EXHIBIT F**. In addition to residential uses, there will be community recreational, community commercial, golf courses, and maintenance uses. The overall density on the two county 5,190.52 acre tract is approximately 1.5 units per acre. The proposed density is less than the 2 units per acre currently allowed under RAD. The average net density in the residential areas is approximately 3.5 units per acre.

Natural features of the property divide it into four main areas. The areas are referred to by tract name and number. Argent I is the area south of the U.S. 278 extension and north of a major wetland system through the property. Argent III is the area south of the wetland system to the southern boundary. The Sanders Tract is the parcel east of SC Highway 170 on the Okatie River. Argent II is in Jasper County.

The underlying zoning district for the property west of SC 170 in Beaufort County is RAD, and DD on the Sander's tract.

The use, approximate acreage and approximate number of units for each pod are shown in the following table. The pods are shown on **EXHIBIT F.**

	Acreage	Dwelling Units*
ARGENT I		
Golf	215.19	
CC1-a	8.11	
CC1-b	12.57	
CRCI	56.43	
C/GM1	18.29	
SC1	18.70	61
VV1	19.76	65
R-a	13.68	45
R-b	79.52	260

Del Webb
SOUTH CAROLINA
DEVELOPMENT MASTER PLAN

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

PREPARED BY:

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

FORESTRY CONSULTANTS
MILLIKEN FORESTRY COMPANY, INC.
COLUMBIA, SOUTH CAROLINA

TRAFFIC ENGINEERS
KIRKHAM MICHAEL AND ASSOCIATES
PHOENIX, ARIZONA

GEOTECHNICAL CONSULTANTS
WHITAKER LABORATORY
SAVANNAH, GEORGIA

GEOTECHNICAL CONSULTANTS
S & ME
SAVANNAH, GEORGIA

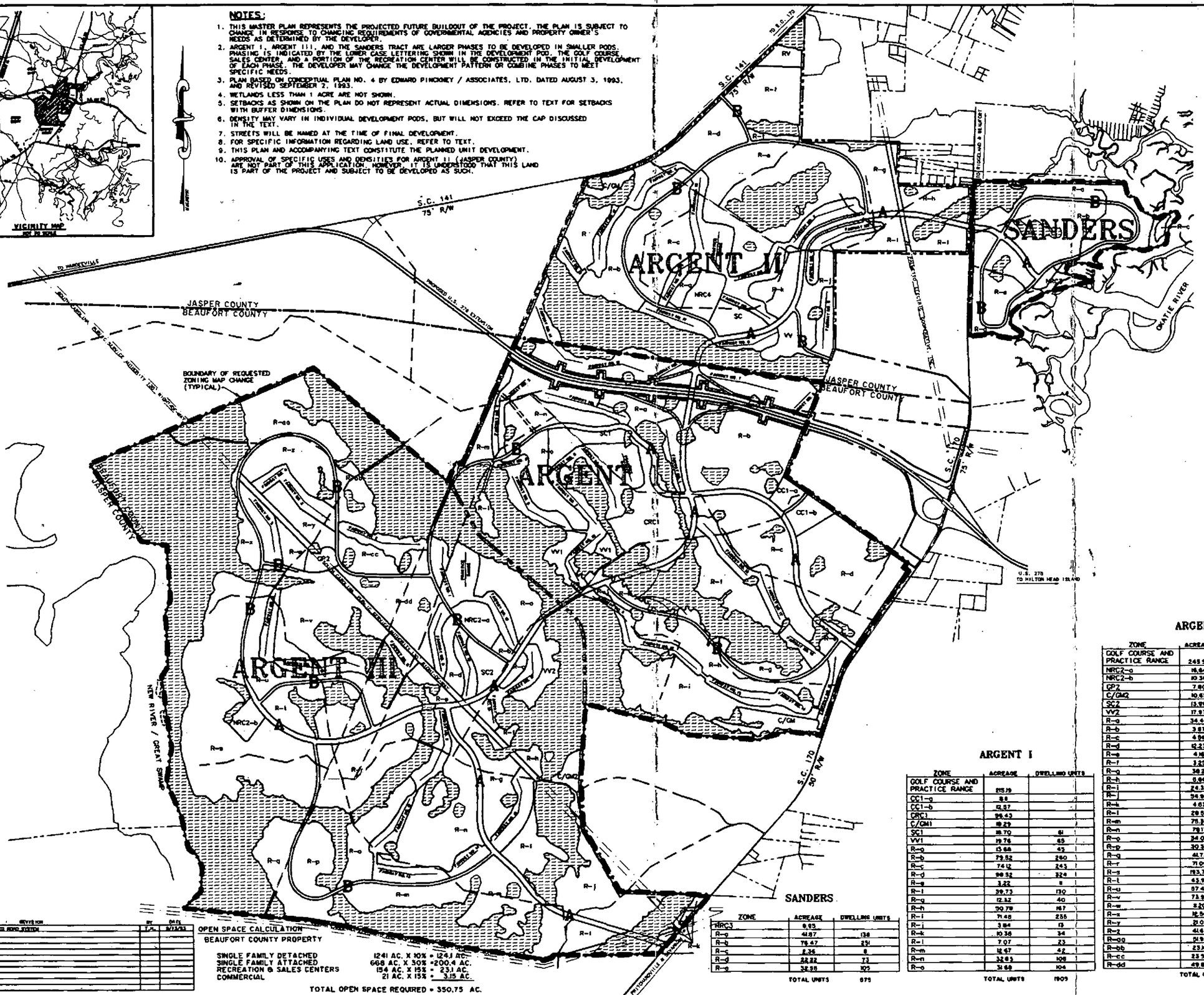
LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

SPILDLIFT CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. ARGENT I, ARGENT III, AND THE SANDERS TRACT ARE LARGER PHASES TO BE DEVELOPED IN SMALLER PODS. PHASING IS INDICATED BY THE LOWER CASE LETTERING SHOWN IN THE DEVELOPMENT POD. THE GOLF COURSE, SALES CENTER, AND A PORTION OF THE RECREATION CENTER WILL BE CONSTRUCTED IN THE INITIAL DEVELOPMENT OF EACH PHASE. THE DEVELOPER MAY CHANGE THE DEVELOPMENT PATTERN OR COMBINE PHASES TO MEET SPECIFIC NEEDS.
3. PLAN BASED ON CONCEPTUAL PLAN NO. 4 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 3, 1993, AND REVISED SEPTEMBER 2, 1993.
4. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
5. SETBACKS AS SHOWN ON THE PLAN DO NOT REPRESENT ACTUAL DIMENSIONS. REFER TO TEXT FOR SETBACKS WITH BUFFER DIMENSIONS.
6. DENSITY MAY VARY IN INDIVIDUAL DEVELOPMENT PODS, BUT WILL NOT EXCEED THE CAP DISCUSSED IN THE TEXT.
7. STREETS WILL BE NAMED AT THE TIME OF FINAL DEVELOPMENT.
8. FOR SPECIFIC INFORMATION REGARDING LAND USE, REFER TO TEXT.
9. THIS PLAN AND ACCOMPANYING TEXT CONSTITUTE THE PLANNED UNIT DEVELOPMENT.
10. APPROVAL OF SPECIFIC USES AND DENSITIES FOR ARGENT II (JASPER COUNTY) ARE NOT PART OF THIS APPLICATION. HOWEVER, IT IS UNDERSTOOD THAT THIS LAND IS PART OF THE PROJECT AND SUBJECT TO BE DEVELOPED AS SUCH.



NO.	REVISION	BY	DATE
1.	REVISED ROAD SYSTEM	T.H.	9/23/93

OPEN SPACE CALCULATION
BEAUFORT COUNTY PROPERTY

SINGLE FAMILY DETACHED	1241 AC. X 10% =	124.1 AC.
SINGLE FAMILY ATTACHED	668 AC. X 30% =	200.4 AC.
RECREATION & SALES CENTERS	154 AC. X 15% =	23.1 AC.
COMMERCIAL	21 AC. X 15% =	3.15 AC.

TOTAL OPEN SPACE REQUIRED = 350.75 AC.

ARGENT I

ZONE	ACREAGE	DWELLING UNITS
GOLF COURSE AND PRACTICE RANGE	215.19	
CC1-a	8.8	
CC1-b	13.87	
CRC1	96.43	
C/GM1	18.29	
SC1	18.70	61
VV1	19.76	65
R-a	13.66	45
R-b	79.52	260
R-c	74.12	243
R-d	98.52	324
R-e	3.22	11
R-f	39.73	130
R-g	12.32	40
R-h	50.78	167
R-i	71.48	235
R-j	3.84	13
R-k	10.36	34
R-l	7.07	23
R-m	12.67	42
R-n	32.83	108
R-o	31.68	104
TOTAL UNITS		1909

SANDERS

ZONE	ACREAGE	DWELLING UNITS
NRC3	8.93	
R-a	41.87	138
R-b	78.47	259
R-c	2.36	8
R-d	22.22	73
R-e	32.55	107
TOTAL UNITS		575

ARGENT III

ZONE	ACREAGE	DWELLING UNITS
GOLF COURSE AND PRACTICE RANGE	245.94	
NRC2-a	16.64	
NRC2-b	10.30	
GP2	7.80	
C/GM2	10.65	
SC2	13.98	46
VV2	17.87	59
R-a	34.40	83
R-b	3.87	13
R-c	4.96	15
R-d	12.23	40
R-e	4.16	14
R-f	3.23	11
R-g	38.21	125
R-h	0.86	19
R-i	24.39	80
R-j	34.90	180
R-k	4.63	15
R-l	28.57	94
R-m	75.34	247
R-n	79.17	257
R-o	34.09	112
R-p	30.30	100
R-q	41.73	137
R-r	71.00	233
R-s	193.73	636
R-t	63.92	151
R-u	57.44	188
R-v	73.96	243
R-w	8.20	27
R-x	16.56	41
R-y	21.02	69
R-z	41.45	137
R-aa	34.92	171
R-bb	23.10	76
R-cc	23.97	79
R-dd	49.86	164
TOTAL UNITS		3905

KEY

R	RESIDENTIAL
CRC	COMMUNITY RECREATION CAMPUS
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
CC	COMMUNITY COMMERCIAL
GP	GARDEN PLOTS
C/GM	COMMUNITY & GOLF MAINTENANCE
RV	RV & BOAT STORAGE
	WETLANDS
A	MAJOR COLLECTOR STREET
B	COLLECTOR STREET
	GOLF COURSE

EXHIBIT F

SEPTEMBER 2, 1993

SCALE: 1" = 2200'

	Acreage	Dwelling Units*
R-c	74.12	243
R-d	98.52	324
R-e	3.22	11
R-f	39.73	130
R-g	12.32	40
R-h	50.78	167
R-i	71.48	235
R-j	3.84	13
R-k	10.38	34
R-l	7.07	23
R-m	12.67	42
R-n	32.83	108
R-o	31.68	104
ARGENT I DEVELOPABLE LAND	**890.89 Acres**	
RESIDENTIAL	580.30 Acres	1905 Units
ARGENT III		
Golf	245.94	
NRC2-a	16.64	
NRC2-b	10.30	
GP2	7.80	
C/GM2	10.65	
SC2	13.99	46
VV2	17.97	59
R-a	34.40	113
R-b	3.87	13
R-c	4.56	15
R-d	12.23	40
R-e	4.16	14

	Acreage	Dwelling Units*
R–f	3.25	11
R–g	38.21	125
R–h	5.66	19
R–i	24.39	80
R–j	54.90	180
R–k	4.53	15
R–l	28.57	94
R–m	75.34	247
R–n	78.17	257
R–o	34.09	112
R–p	30.30	100
R–q	41.73	137
R–r	71.00	233
R–s	193.73	636
R–t	43.92	151
R–u	57.44	191
R–v	73.96	243
R–w	11.20	37
R–x	12.56	41
R–y	21.02	69
R–z	41.65	137
R–aa	51.92	171
R–bb	23.10	76
R–cc	23.97	79
R–dd	49.86	164
ARGENT III DEVELOPABLE LAND	**1476.98 Acres**	
RESIDENTIAL	1185.65 Acres	3905 Units

	Acreage	Dwelling Units*
SANDERS TRACT		
NRC3	8.95	
R–a	41.87	138
R–b	76.47	251
R–c	2.36	8
R–d	22.22	73
R–e	32.58	105
SANDERS TRACT DEVELOPABLE LAND	**184.45 Acres**	
RESIDENTIAL	175.50 Acres	575 Units
BEAUFORT COUNTY TRACT TOTAL DEVELOPABLE LAND	**2552.32 Acres**	
RESIDENTIAL	1941.45 Acres	6385 Units

*NOTE: The figures presented in the above table represent acreages and units for the Beaufort County portion of the project according to current planning. The Jasper County property has 492 residential acres and 1,615 units. The unit count was determined by applying the average density to the acreage. Actual pod acreage and density may vary across the project depending on product type and individual site conditions. Regardless of unit distribution, the number of units in the development as described herein will not exceed 8,000 units.

The table represents lot counts based on density and acreage of pods. It is understood that units may be constructed where allowed in land use definitions, even though units are not shown in the table.

The density, distribution of units and unit count does not limit the rights of the applicant to acquire additional land and expand the boundaries of the PUD, and thus increase the total number of dwelling units. Potential expansion may require rezoning approval and will be processed accordingly. However, future expansions do not affect the unit count and density approved in this application.

A. LAND USES

The following land use categories as designated on the master plan, shall have the following allowed permitted uses and development parameters.

1. **Residential (R)**

The designation allows for the construction of single family units both detached and attached, and residential condominiums. The units will be developed in accordance with the Community Covenants and Restrictions (CCR's).

Permitted uses:

(a) Dwelling units
  (1) Detached single family
  (2) Attached single family
  (3) Residential condominiums – not to exceed thirty-five (35) percent of total units
  (4) Minimum lot size – 5,000 square feet for detached single family units
  (5) Minimum lot size – 3,000 square feet for attached units

(b) All uses in 2. Golf Course (GC)

(c) All uses in 5. Sales Center (SC)

(d) All uses in 4. Neighborhood Recreational Campus (NRC)

(e) Accessory buildings, private swimming pools, and home occupations

(f) Parks, playgrounds, trails and community owned facilities

(g) Model homes

(h) Open space

(i) Lagoons for drainage systems

(j) Religious facilities

(k) Temporary construction facilities including storage, staging, disposal yards, and offices

(l) Utilities including but not limited to, power, telephone, water, sewer, and telecommunications

(m) Major collector roads and collector roads

(n) All uses in 9. Community/Golf Maintenance (C/GM)

2. **Golf Courses (GC)**

This designation provides for the construction of golf courses in the community.

Permitted uses:

(a) Regulation, full length golf course
(b) Executive golf course
(c) Lighted golf course (excluding fairways adjacent to highways US 278 and SC 170)
(d) Driving ranges, both lighted and unlighted
(e) Golf clubhouse with locker rooms, grill, etc.
(f) Golf cart storage facilities
(g) Special event areas
(h) All uses in 1. Residential (R)

3. **Community Recreation Campus (CRC)**

This use provides for the central recreation campus to serve the community. The facility may have indoor recreation, meeting, banquet, fitness and hobby space. The facilities may be built in a campus style of multiple buildings over the life of the development. Outdoor facilities may include a pool, tennis, lawn bowling and other recreational uses.

Permitted uses:

(a) Indoor recreational buildings
(b) Community offices
(c) Outdoor recreation facilities
(d) Maintenance for the recreation center
(e) Commercial uses associated with:
    (1) Clubs in the community, e.g., arts and crafts store
    (2) Snack bar/grill food
    (3) Convenience goods for residents and guests

(f) Lighted outdoor recreation facilities

(g) All uses in 1. Residential (R)

4. **Neighborhood Recreation Campus (NRC)**

Provides for smaller scale recreation centers compared to the community recreation center. These centers are located in areas through the community to allow residents better access to facilities.

Permitted uses:

(a) All uses in 3. Community Recreation Campus (CRC)

(b) All uses in 1. Residential (R)

5. **Sales Center**

The sales center use is temporary, and will be developed prior to the ultimate use of the land. The sales center will house the sales office, decorating center and model home area. After the sales center has served its purpose, the model homes may be sold as residences and the sales office/decorating center may be converted to either residential or neighborhood recreational uses.

Permitted uses:

(a) Sales office

(b) Model homes

(c) All uses in 1. Residential (R)

(d) All uses in 4. Neighborhood Recreational Campus (NRC)

6. **Vacation Villas (VV)**

The vacation villa designation allows for the rental of residential units to prospective residents. Rental will be controlled by the developer. Ultimately units will be sold and become residential.

Permitted uses:

(a) Rental property
(b) All uses in 1. Residential (R)
(c) Office for rental operation and maintenance

7. **Community Commercial (CC)**

The Community Commercial area allows for the development of a core community commercial area to provide essential services to residents so they are not required to drive beyond the development to obtain these services.

Permitted uses:

(a) Grocery stores
(b) Service stations
(c) Convenience stores
(d) Fire station
(e) EMS center
(f) Religious institutions
(g) Banks/brokerage services
(h) Travel agencies
(i) Pharmacies/medical offices and services
(j) Dry cleaners/laundries
(k) Other uses as covered by the General Commercial District defined in the Beaufort County Zoning and Development Standards Ordinance
(l) All uses in 1. Residential (R)

8. **Garden Plots (GP)**

The garden plot area will allow for residents to plant and cultivate gardens.

Permitted uses:

(a) Garden areas
(b) Garden support such as maintenance sheds, shade structures, cannery
(c) All uses in 1. Residential (R)

9. **Community/Golf Maintenance (C/GM)**

Community/golf maintenance will house the facilities necessary to maintain the common properties and golf courses.

Permitted uses:

(a) Vehicle maintenance
(b) Storage of vehicles and parts
(c) Fuel storage
(d) Shops for woodwork, metalwork and painting for maintenance of community
(e) Offices associated with community and golf maintenance
(f) Storage of chemicals, bulk goods and material
(g) All uses in 1. Residential (R)

10. **Wetlands**

Freshwater wetlands on the property have been delineated, surveyed and verified. The use of these lands is controlled by the U.S. Army Corps of Engineers and South Carolina Coastal Council.

Permitted uses:

(a) Open space
(b) Conservation

(c) Activities in all areas as permitted by U.S. Army Corps of Engineers and South Carolina Coastal Council

(d) Disposal of reclaimed water as permitted by SCDHEC

(e) Boardwalks and golf cart bridges

(f) Stormwater control

11. **Roads (A & B)**

Major collector and collector roads will provide access to all parts of the project. Roads are designated on the plan as:

A – Major Collector Road

B – Collector Roads

Permitted uses:

(a) Roads for access

(b) All uses in 1. Residential (R)

12. **Powerlines**

There are two powerlines that cross the property. The use will remain the same as a power utility.

Permitted uses:

(a) All uses in 1. Residential (R)

13. **Open Space and Buffers**

Adequate open space is required for developments in Beaufort County. Open space in the Del Webb development, as with other PUD's, will be calculated for the boundary of the PUD and not site specific for each phase of the PUD. The open space requirement for the area covered by this application is shown below:

Single Family Detached	1241 acres x 10% =	124.1 acres
Single Family Attached	668 acres x 30% =	200.4 acres
Recreation and Sales Centers	154 acres x 15% =	23.1 acres
Commercial	21 acres x 15% =	3.15 acres
	Total Requirement =	350.75 acres

A percentage of attached product is used to calculate the open space requirement. Open space is provided in the freshwater wetlands and golf course. There are over 1,300 acres of wetlands on the Beaufort county portion of the project and two golf courses will add 400 acres of open area.

14. **Setbacks and Buffers**

A minimum fifty (50) foot setback with buffer will be established along the perimeter of the PUD adjacent to residential areas. A minimum setback with buffer of fifteen (15) feet will be established where golf course or roads are on the PUD boundary. Commercial and recreational areas on the PUD boundary will have minimum thirty (30) foot setbacks with buffers.

B. **PHASING**

The project will be constructed in phases over an estimated fifteen to twenty year period.

The Beaufort County portion of the project is split into three main areas. Argent I is the area directly south of the U.S. 278 extension to the wetland system in the middle of the property. Argent III is the area south of the wetland to the boundary at the SCE&G powerline. The Sanders Tract is the parcel east of SC Highway 170 on the Okatie River. Argent II is in Jasper County. The Argent I – III designation does not necessarily represent the order in which the areas are developed.

The Argent I – III and Sanders Tract separate the property into four primary areas. Each of the areas will then be developed in pods as shown on **EXHIBIT E**. The plan is to develop the pods in alphabetical order. Pods may be developed in combination, or out of the specific order to meet the developer's needs. In Argent I and III the golf course, sales center, and recreation center will be part of the first phase. The recreation center in Sanders Tract may be developed prior to any residential development in that tract.

C. DEVELOPMENT STANDARDS

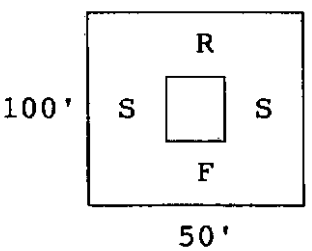
The following internal development standards apply to the residential portions of the development.

1. Residential

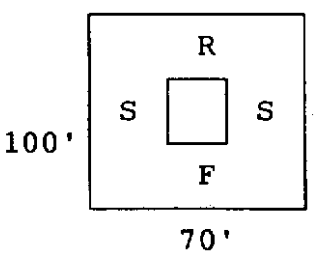
The developer may configure residential uses in fee-simple detached, fee-simple attached and/or statutory condominium forms. Building height will be limited to thirty-five (35) feet, measured from finish grade or the FEMA base flood elevation, in residential areas except for architectural features.

Typical Lot Size and Dimensions

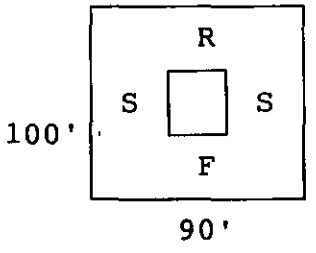
Fee-simple Detached Lot Types



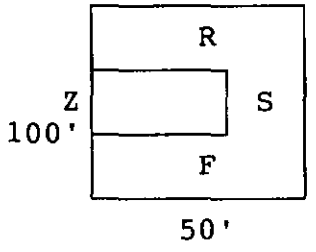
	Dimension (feet)		Minimum Setbacks (feet)		
Classic	Width	Depth	Front	Side	Rear
	50	100	15	7.5	20



	Dimension (feet)		Minimum Setbacks (feet)		
Premier	Width	Depth	Front	Side	Rear
	70	100	15	10	25

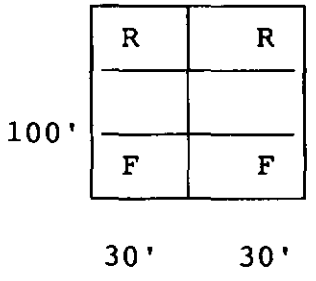


Estate	Dimension (feet) Width	Depth	Minimum Setbacks (feet) Front	Side	Rear
	90	100	15	10	25



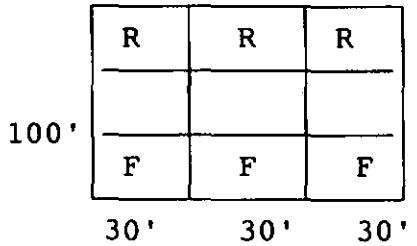
Zero Lot Line	Dimension (feet) Width	Depth	Minimum Setbacks (feet) Front	Z	Side	Rear
	50	100	15	0	10	25

Fee-simple Attached Lot Types



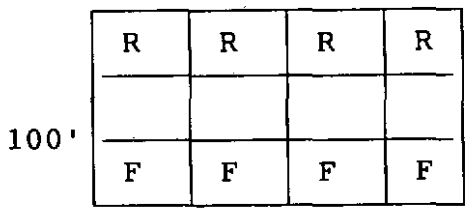
Duplex	Dimension (feet) Width	Depth	Minimum Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet



Triplex	Dimension (feet) Width	Depth	Minimum Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet



Quadraplex	Dimension (feet) Width	Depth	Minimum Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet

Exact lot dimensions may vary to accommodate natural features or subdivision layout. This will be allowed as long as the average depth of a subdivision meets the above standards. Minimum lot widths may be reduced on cul-de-sacs, eyebrow streets or on curves as long as a minimum of twenty (20) feet of street frontage is maintained.

Condominium Types

Condominiums will be either duplex, triplex or quadraplex forms.

2. Site Parameters for Other Land Uses

Site parameters for all other land uses other than Residential (R) shall be those as defined in the General Commercial District (GCD) except as modified herein. Building height limitations may be exceeded for architectural features, e.g., clock towers and church spires.

D. DEVIATIONS FROM BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE

Certain specific deviations from the current site development standards of the Beaufort County Zoning and Development Standards Ordinance are being requested to apply to all development within the PUD. Except as noted below, or under land use descriptions above, the Beaufort County Zoning and Development Standards Ordinance standards in effect at the time of this approval will apply to development of the property.

Section 5.2.1 Street and Thoroughfare Standards

(B) Private Roads, Right-of-Way and Pavement Widths

The Del Webb South Carolina street system will be private and maintained by the Property Owner's Association. The streets will be paved with a pavement designed for the soil conditions.

Type	Right-of-Way Width	Pavement Width
Residential	50 Feet	22 Feet
Collector	50 Feet	22 Feet
Major Collector	60 Feet	22 Feet

Right-of-way and pavement widths are Beaufort County minimum standards, and may be exceeded by actual design.

(2) Street Section

The street section will be one of three types:

(a) Curb and gutter
(b) Roadside swales

The actual design will be determined based on use and site specific soil conditions.

(F) Off-Street Parking Requirements

(2) Combination of Required Parking Space

The required parking space for any number of separate uses may be combined in one. The required space assigned to one use may not be assigned to another use, except that the number of parking spaces for community and neighborhood recreation campus and sales centers shall be the number shown to be necessary and reasonable by data submitted by the developer and approved by the County Engineer.

(4) Size of Off-Street Parking

The size of parking spaces for one vehicle shall have the rectangular area of not less than nine (9) feet by eighteen (18) feet, plus adequate area for ingress and egress. Handicap spaces shall be twelve (12) feet by eighteen (18) feet, and in accordance with American with Disabilities Act requirements.

(6) Minimum Off-Street Parking Requirements

(7) Allowance for golf cart parking, as used by residents of the development,may reduce the requirement for standard parking. Parking requirements will be approved by County Engineer at time of development permit.

(H) Access to Major Thoroughfares

Access to major thoroughfares shall be in accordance with the approved master plan.

Section 5.2.5 Storm Water Runoff Standards

(B) Design Standards

Storm drainage design shall be based on the twenty-five (25) year storm event.

(E) Impervious Site Coverage

(1) Add: Impervious site coverage requirements will be based on the area of the entire PUD and not site specific, except in commercial and recreation center areas, where the impervious coverage is limited to 65 percent of the site.

(2) Add: Impervious site coverage requirements will be based on the area of the entire PUD and not site specific, except in commercial and recreation center areas, where the impervious coverage is limited to 65 percent of the site.

(H) General Requirements

(1) Add: Wetland impacts covered by a permit from the South Carolina Coastal Council and U.S. Army Corps of Engineers will be allowed.

(I) Direct Stormwater Discharge

(4) The County Engineer can approve specific projects with drainage systems designed to provide filtering with vegetative strips.

(J) Drainage Easements

(3) Underground Storm Sewer Easement

To maintain access for maintenance, a minimum twenty (20) foot drainage easement will be platted for underground storm pipes. Additional width may be set aside for pipes twenty-four inches in diameter or more.

(4) Open Channel Easements

Add: Drainage easement sizing table may apply to those drainage channels serving areas greater than five (5) acres.

(M) Erosion and Sedimentation Control

(3) Ground Cover Requirement

Add: Other acceptable methods acceptable to the County Engineer may be used to restrain erosion in lieu of hydromulching.

(N) Drainage Systems

The following specifications are established for all drainage systems required by this Section.

(1) Pipe

(a) Corrugated Aluminum Pipe Alloy 16 gauge AASHTO M-196; M-197 an Fed. Spec. WW p442-C or reinforced concrete pipe class (S.C.H.D. & P.T.) and polyethylene pipe (AASHTO M252 and M284) are permitted for drainage systems.

Section 5.2.7 Protection of Natural Resources

(A) Purpose and Need for Special Standards

The majority of the PUD site was open pasture land a generation ago. Over the past thirty-five (35) years, the site has been used to grow crops of loblolly and slash pines. Pines crops have been planted and harvested in sections over the years, with most of the land currently in its second or third crop rotation. The aerial photograph of the site (**EXHIBIT C**) shows this pattern of planting and harvesting, with large areas presently cleared, and existing pine crops ranging in age from 1 to 22 years.

The pine crop planted areas present special site conditions, as explained in Section B below, and therefore particular standards are provided to address these issues and allow development of an attractive, safe and more naturally diverse tree pattern for the PUD community. Section C below sets forth those standards regarding pine crop harvesting and Section D below sets forth standards and goals for replanting in harvested areas.

On the other hand, those areas of the PUD which have not been a part of the tree farming operation, include hardwood tree growth, and therefore, special standards to protect such areas are provided under Section E below. This section insures the protection of existing hardwood forests in the Great Swamp area of the PUD, adjacent to the New River, and in the major wetland and buffer areas.

(B) Special Conditions in Pine Crop Areas

The existing crops of loblolly and slash pines are planted in rows, tightly cultivated at six feet on center between trees. The pine crop is planted in beds, which are mounded rows, much like any other corp would be planted in a furrowed field. The pine crop was planted for the sole purpose of timber harvesting and contains no hardwood.

The crop grows very straight with bare trunks from the ground to a small canopy at the very top. While this method is an efficient means of growing trees for timber harvesting, it has major drawbacks for development of a safe and attractive community. One obvious problem is that the trees are unattractive. The tightly planted rows of sparsely limbed trees are nothing like the natural tree cover characteristic of the Low Country. The mounded planting area is often unsuitable for attractive landscaping below. Removing the mounds would destroy the trees, as would adding fill dirt to raise the ground level to match the mounded beds. In certain areas, where relatively large groups of trees can be preserved and included in the overall landscape plans, sections of the pine crop can and will remain to enhance the community. Even these areas will require thinning to improve the long term health and appearance of the trees.

Another major factor is safety. The normal development process involves clearing for roads, right-of-ways, building sites, utilities and golf courses, as well as removing many of the trees on individual residential lots for construction and landscaping. This normal development process significantly thins out the natural tree cover of a site. With a natural growth forest, remaining trees spread attractively and grow healthy and strong.

The pine crop trees, however, become unstable when significant numbers have been removed. The trees have brown in tight rows, on mounds, protected from winds by surrounding trees of the same size. Preserving isolated trees or very small groups of trees near homes, roads or community buildings can be very unsafe as well as unattractive.

For these reasons, the PUD development plan purposes to allow selective harvesting of the pine crop areas to continue, but to coordinate any such harvesting closely with the development plan (as provided below) to preserve as much of the crop as possible when this can be safely and attractively accomplished.

A program of replanting with a natural mix of hardwoods will be instituted. Together with the protective standards provided for the non-tree farm areas, this approach will produce a more natural, attractive and safe tree cover for the community.

(C) Allowed Pine Crop Area Harvesting

Del Webb Communities, Inc., has retained Milliken Forestry Consultants to work with Union Camp Foresters to develop a Forestry Management Plan, which will be coordinated carefully with the PUD Master Plan and with individual development phase planning. Under the Forestry Management Plan, harvesting of trees shall be allowed in road right-of-ways, golf courses and recreational areas, as well as building sites, planned lagoons or lakes, and in certain other areas where the existing pine crop would be unsafe due to necessary thinning, as shown on the Forestry Management Plan.

In all areas of the PUD, the Forestry Management Plan will seek to preserve pine crop planted trees where practical. This preservation will include common areas where trees may be preserved in significant groupings, or thinned groupings where buildings and people would not be endangered. On residential lots and immediately adjoining open spaces, where development planning may allow groupings of crop pines to remain, such as between the rear of residential homesites, pine trees will be preserved where practical. The Forestry Management Plan may be amended over the course of development to reflect any changes to the development plan or other conditions which affect the ability to harvest or preserve pine crop, so long as the above stated guidelines are followed.

So long as tree harvesting is limited to the pine crop area of the PUD and limited to the harvesting areas to be shown on the Forestry Management Plan described above, harvesting of the existing pine crop may be accomplished within the PUD in advance of specific phase development or development permit submittals.

(D) Replanting of Natural Hardwoods

The goal of Del Webb Communities, Inc. will be to develop an attractive community with a diverse cover of naturally occurring hardwoods and other trees. To achieve this goal, Del Webb will incorporate planting of hardwoods throughout the community, although exact location of plantings, species and size of planting will not be known until final development and landscaping plans are completed. Significant numbers of live oak plantings will be included, along with a variety of other species of natural material, so that the resulting tree cover will provide protection against disease, through diversity, and an aesthetically pleasing mixture. These plantings will be accomplished on individual lots as well as open spaces, recreational areas, commercial areas and community common areas.

Although much of the planting program must remain flexible, to be carefully developed with each phase of the PUD, a minimum standard is hereby set for hardwood plantings. Within the PUD, a minimum of three (3) hardwoods per residential lot, on average shall be planted within the community. For example, if 8,000 residential lots are developed, then a minimum of 24,000 hardwoods will be planted throughout the community. These plantings may occur on residential lots or adjacent property, on recreational and commercial areas, or on other common property. These plantings shall include a diversity of species and sizes, which shall be chosen and located by the developer when landscape and building plans are finalized. Any one phase of development may include more or less than this minimum average planting of hardwoods, so long as the ratio is maintained for the overall PUD.

This replanting standard represents a minimum standard only. Each development site will be assessed for its unique characteristics and steps taken to save as many trees as practical and to supplement those trees with appropriate new plantings. Trees are a very important part of the Low Country "sense of place" and are essential to the creation of an attractive community.

(E) Preservation of Existing Trees

Harvesting of trees within the planted pine corp area of the PUD, and replanting of hardwoods, will be governed by the sections set forth above. Other areas of the PUD, which are not part of the pine corp area, require more stringent protection, which is provided by the standards which follow.

1. Preserved Wetlands – The Great Swamp Area adjacent to the New River is ecologically important and has existing hardwood growth. Also, the other major wetlands on the property, designated for preservation under the PUD Master Plan, contain existing hardwood growth. No clearing or tree cutting shall be allowed in these areas, other than minor and selective cutting or trimming for boardwalks, cart bridges or other crossovers, and such other activities as may be permitted by the Corps of Engineers, restoration projects.

2. PUD Buffers and Okatie River Buffer – No trees exceeding eight (8) inches in diameter shall be cleared from these buffer areas, unless such cutting is necessitated by road and entrance way improvements or utility right-of-ways. Selective cutting of trees less than eight (8) inches in diameter, underbrushing or limbing shall be allowed.

(F) Tree Surveying/Mapping

After any harvesting of pine corp areas which may be allowed under Subsection C above, the developer must submit a survey or exhibit depicting all trees eight (8) inches DBH or greater within the development phase area being submitted for development approval, and twenty-five (25) feet beyond. For trees existing as part of the planted pine corp area of the PUD, an exhibit may be prepared in lieu of an actual survey, which exhibit shall be a representation of the tree planting pattern. Pines planted at the same time are generally the same size. The exhibit will show trees according to row, tree spacing and typical size. The information will be field verified to ensure accuracy of these factors, but each tree in the pine corp area need not be physically located by standard survey methods. Hardwood trees in excess of eight (8) inches DBH will be actually located.

(G) Erosion Control

Development shall be undertaken under the authority of permits according to the South Carolina Stormwater Management and Sediment Reduction Act. The application will take the necessary steps to minimize and control erosion. Sites will be stabilized at completion of construction by an approved method.

(H) Freshwater Wetlands

Freshwater wetlands on the property have been delineated, surveyed, and confirmed by U.S. Army Corps of Engineers. Wetlands on the site may be impacted, restored and preserved, in accordance with a permit issued by the U.S. Army Corps of Engineers and certified by the S.C. Coastal Council.

(I) Applicable Standards

The standards set forth above regarding Natural Resource Protection shall govern all phases of development within the PUD, in lieu of the standards provided under Section 5.2.7 of the Beaufort County Zoning and Development Standards Ordinance or elsewhere therein. Sufficient information to demonstrate compliance with the standards set forth herein shall be submitted with any application for specific development approval within the PUD area.

Section 5.2.9. Site Design and Density Standards

Add: For clarification, a net acre is that acre which remains after the deduction of easements for existing utilities, easements for existing roads, and easements for existing ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations. (Also a change to 10.2.81).

(A) Setbacks

Setback requirements apply to perimeter of the PUD only.

(B) Setbacks from Major Thoroughfares

Setback requirements apply to perimeter of the PUD only.

(C) Setbacks at Intersections

Setback requirements apply to perimeter of the PUD only.

(D) Buffer Requirements

Buffer requirements apply to perimeter of the PUD only.

(E) Open Space Requirements

Open space requirements will be calculated based on the boundaries of the PUD and are not site specific.

Section 6.2 Development Exempt From Permit

(E) The owner or operator of harvesting or cutting of timber in tree farms,designated timber areas, and forest management areas shall be exempt from a Development Permit, providing that, the owner/operator shall notify, in writing, the County Zoning and Development Administrator no less than five (5) days prior to the cutting of timber with a statement indicating the site location, estimated number of acres to be harvested, and dates the cutting will occur. It is understood that the cutting will be done in compliance with best management practices and the Forest Management Plan prepared by Milliken Forestry Company and Union Camp Corporation.

Deviation Justification

This document is an addition to the application submitted September 16, 1993.

Section 5.2.1

(B) Streets and Thoroughfare Standards

The street system proposed for the project does not deviate from the current standards. This section was placed in the application for clarification and to put on record that the applicant may seek to build roads in excess of the County minimums.

(F) Off-Street Parking Requirements

The Active Adult Community concept creates an opportunity to reduce required areas of parking. Where the final design allows, the applicant seeks to combine parking at the approval of the County Engineer rather than going through a change to the Ordinance.

Section 5.2.5

(B) Stormwater Runoff Standards

The twenty-five (25) year storm is the current design event. The applicant does not want to be half way through the project and have the design event change requiring modification to the existing drainage system. This statement seeks to determine the drainage design event for the life of the project.

E. Impervious site coverage has historically been applied to the boundary within a PUD. This statement seeks to clarify that impervious coverage is not site specific.

H. Historically, Beaufort County has allowed wetland modifications in accordance with a U.S. Army Corps of Engineer's permit. The Ordinance gives the County final jurisdiction on wetland matters. The applicant has applied to the Corps of Engineers for a ten (10) year permit to cover all wetland impacts associated with the project. In order for the applicant to have reliance on the Corps' permit, the deviation allows for activities permitted by the Corps and Coastal Council.

I. Allows for the County Engineer to approve appropriate designs.

J. (3) The County Standard thirty (30) foot minimum easement is not necessary for smaller diameter drainage pipe. Therefore the applicant seeks a twenty (20) foot minimum easement. Wider easements will be used where required for larger diameter storm pipe.

(4) The Ordinance intends to provide adequate access to storm drainage ditches. Drainage swales will be used throughout the project and even though they are open channels swales do not require a minimum thirty (30) foot easement.

M. Erosion and sedimentation control can be controlled by a number of methods. Hydromulching is the only method allowed in the Ordinance. The amendment allows for other methods of erosion control as approved by the County Engineer.

N. The Ordinance allows for only concrete and aluminum drainage pipe. The amendment requests that polyethylene pipe be included as an acceptable alternative. Polyethylene pipe has been used for a number of years on Hilton Head Island and has a good history. the acting County Engineer has agreed to allow for the use of polyethylene pipe with restrictions to its use under roadways.

Section 5.2.7

Protection of Natural Resources

The subject property is pine plantation and not a natural forest. This fact alone is justification for deviation from the Ordinance. See the discussion on Natural Resource Protection in this document for further details.

V. ACCESS, STREETS & DRAINAGE

The project is accessed from one of three existing or proposed roads. Access is available from SC 170 and SR 141 which are two boundaries of the site. The SC Department of Highways and Public Transportation (SCDHPT) plans to complete the extension of US 278 to I-95 through the project site. The main entrance to the project will be off the US 278 extension. The design of the entrance will be determined at a later date. Secondary entrances will be off of SC Highway 170 south of the interchange and near the power lines. There will be another entrance/exit onto SC 170 at the Sanders Tract, north of the Okatie Gun Club. The fourth secondary access point will be off SR 141 in Jasper County in the northern portion of the project. Plans also call for access points to surrounding uses such as the proposed commercial and possible educational campus sites. The plan has been reviewed by the SCDHPT and a letter from Mr. Charles Stone is enclosed as **EXHIBIT G**.

The internal street system will be private and maintained by the Property Owner's Association. Beaufort County requires a minimum 22 foot wide street section. The project street system is broken into three categories:

	Right-of-Way	Pavement
Major collector	60 feet	22 feet
Collector	50 feet	22 feet
Residential	50 feet	22 feet

Access to the private road system will be at five points as shown on **EXHIBIT F**. The main entrance will be off the US 278 extension. The SCDHPT and Union Camp Corporation have agreed to the right-of-way including access points. There are five access points along the US 278 extension through the Del Webb project. These five curb and median cuts will be limited to one US 278 access point for the proposed project.

The major collector and collector streets are shown on **EXHIBIT E** plan as either A or B. All other streets will be residential. The project will have approximately 70 miles of road.

The drainage system will be constructed to meet current federal, state and local standards. A 24-hour, eight inch rainfall storm event will be used to design the system. The system will consist of inlets, pipes, and ditches to convey the post development runoff to a lagoon/lake system. The lagoon/lake system

will attenuate the runoff to predevelopment rates before released off site. Pipes in the drainage system will be made of concrete, aluminum, or polyethylene as determined appropriate by the design engineer and approved by the County.

The Conceptual Drainage Plan is shown in **EXHIBIT H**. The plan shows the following:

(a) Existing drainage patterns
(b) Proposed lagoons/lakes
(c) Topographic information

The Conceptual Drainage Plan is subject to modification as the development progresses. Exact locations of lagoons/lakes will be determined at the time construction plans are developed.

The design and construction criteria for the drainage system is presented in Section IV of this document.

The Conceptual Drainage Plan has been reviewed by the South Carolina Coastal Council and Beaufort County Engineer (**EXHIBITS I and J**).

A property owners association will be established to maintain the streets and drainage system.

Impervious coverage of the project will comply with Section 5.2.5 (E) Impervious Site Coverage. The freshwater wetlands and golf course corridors will provide over 1,850 acres of land that is not developed with an impervious surface. In addition to these two types of uses, there will be additional pervious acres in lawns and landscaped areas.

The flood hazard zones for the property are shown on FEMA Flood Insurance Rate Maps for Beaufort County 450025 0005 (index dated November 4, 1992), panels 0050D and 0055D dated September 26, 1989. Most of the property is in Zone C and above the 100 year flood elevation. There are some areas in Zones A and B with minimum floor elevations. The FEMA Flood Insurance Rate Map (FIRM) information is shown as an overlay of the master plan in **EXHIBIT K**.

EXHIBIT G

00052

SOUTH CAROLINA
DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
112 Woodlawn · P.O. Drawer 490
Ridgeland, S.C. 29936

August 9, 1993

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
P. O. Box 14609
Savannah, Ga. 31416-1609

Re: Del Webb Corporation Re-Zoning Request.

Dear Mr. McCachern,

We would like to thank you and Mr. Robert Wagner for meeting with us on August 11th. It is our understanding that the proposed access to the property will be off the U.S. 278 to I-95 extension with secondary access from S. C. 170 and S.C. 141.

From our preliminary review we have the following comments.

1. The proposed secondary entrances on S.C. 170 and S.C. 141 could be allowed however a futher review by the Department may require roadway improvements to include left turn storage and right turn lanes at these locations. The secondary accesses for this project will go through the normal permitting process through this office.

2. The proposed primary access off the U.S. 278 to I-95 extension shall be review and apporved by the Departments Project office and the actual construction be coordinated with the building of the roadway. Contact the Departments Pre-Construction offiice, Mr. Tim Ray at (803) 737-1350.

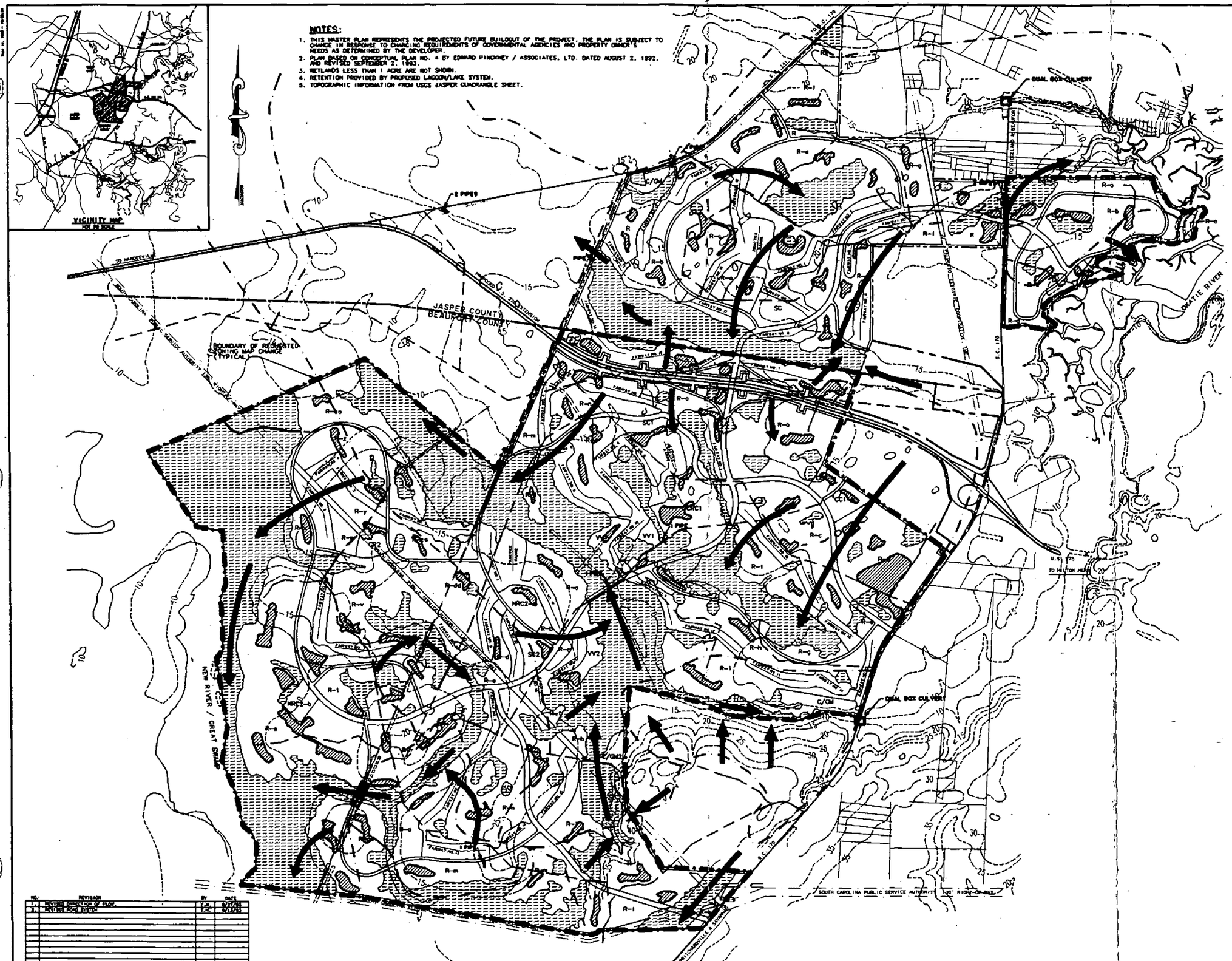
3. The utilities installations should be coordinated with the Department's roadway construction. All conduits and pipes shold be in place prior to raodway surfacing.

I trust that this letter will answer the inquiry of the Beaufort County Young Commission. If you should have any questions or need any additional information, feel free to call me.

Sincerely,

Charles H. Stone
Utilities Inspector

CHS/bbd



NO.	REVISION	BY	DATE
1.	REVISED DIRECTION OF FLOW.		8/17/93
2.	REVISED ROAD SYSTEM		8/17/93

Del Webb
SOUTH CAROLINA

CONCEPTUAL DRAINAGE PLAN

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

PREPARED BY:
LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

FORESTRY CONSULTANTS
MILLIKEN FORESTRY COMPANY, INC.
COLUMBIA, SOUTH CAROLINA

TRAFFIC ENGINEERS
KIRKHAM MICHAEL AND ASSOCIATES
PHOENIX, ARIZONA

GEOTECHNICAL CONSULTANTS
WHITAKER LABORATORY
SAVANNAH, GEORGIA

GEOTECHNICAL CONSULTANTS
S & ME
SAVANNAH, GEORGIA

LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

WILDLIFE CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

EXHIBIT H
AUGUST 17, 1993

SCALE: 1" = 2200'

EXHIBIT I

00055

SOUTH CAROLINA COASTAL COUNCIL

Ashley Corporate Center
4130 Faber Place
Suite 300
Charleston, S.C. 29405
(803) 744-5838
FAX 744-5847

William W. Jones, Jr.
Chairman

H. Wayne Beam, Ph.D.
Executive Director

August 25, 1993

Mr. Sam McCachern
Thomas & Hutton Engineering Co.
P. O. Box 14609
Savannah, Ga. 31416-1609

RE: Conceptual Storm Water Master Plan for Proposed Del Webb Project

Dear Mr. McCachern:

The staff of the S. C. Coastal Council has reviewed the Conceptual Drainage Master Plan dated August 3, 1993 for the proposed Del Webb Project and has the following comments. The master plan appears to be acceptable in a conceptual manner but before any land disturbance may occur all necessary storm water management and wetland permitting requirements must be accomplished. As the applicant is aware adherence to the state Storm Water Management and Sediment Reduction Regulations will be required for all phases of development on the proposed project. Specific information on the potential for water level drawdown impacts on freshwater wetlands due to the excavation of adjacent lagoons must be addressed. In addition, where wetlands are being incorporated into the storm water management system some pretreatment may be necessary.

As previously mentioned the Conceptual Drainage Master Plan is acceptable at this stage until more detailed information is available. If you have any questions or comments please do not hesitate to call.

Sincerely,

Joseph Fersner

Joseph Fersner, P.E.
Environmental Engineer III

0293f:JJF

cc: Dr. H. Wayne Beam
Mr. Christopher Brooks
Mr. Stephen Snyder

EXHIBIT J

00056

COUNTY COUNCIL OF BEAUFORT COUNTY
PUBLIC WORKS DIVISION
Rt. 8, Box 274
Beaufort, South Carolina 29902
Phone: (803) 846-3910 Fax: (803) 846-3919

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

September 3, 1993

Mr. Samuel G. McCachern
Thomas & Hutton Engineering Co.
P.O. Box 14609
Savannah, GA 31416

Re: Review of Del Webb Conceptual Drainage Master Plan

Dear Mr. McCachern:

Beaufort County's Engineering Department has reviewed the above project and is satisfied with the conceptual plans and drainage criteria. As discussed in your narrative, 4,570 acres in the development will drain to the New River and 635 acres will drain to the Okatie River. All stormwater will be conveyed to lagoons where sediment will settle and pollutants filtered from the water before released to the wetlands. Stormwater design will be based on current Beaufort County standards, which are a 25 year, 24 hours, 8 inch storm event and flows off the site will be less than or equal to predevelopment rates.

Major collectors and residential streets will be crowned sections with curb and gutter. Piped drainage systems will be utilized in residential areas. Open ditches will be used where they exist prior to development and to a minimum inside the development. Drainage easements across Union Camp property will be obtained by the developer, as required.

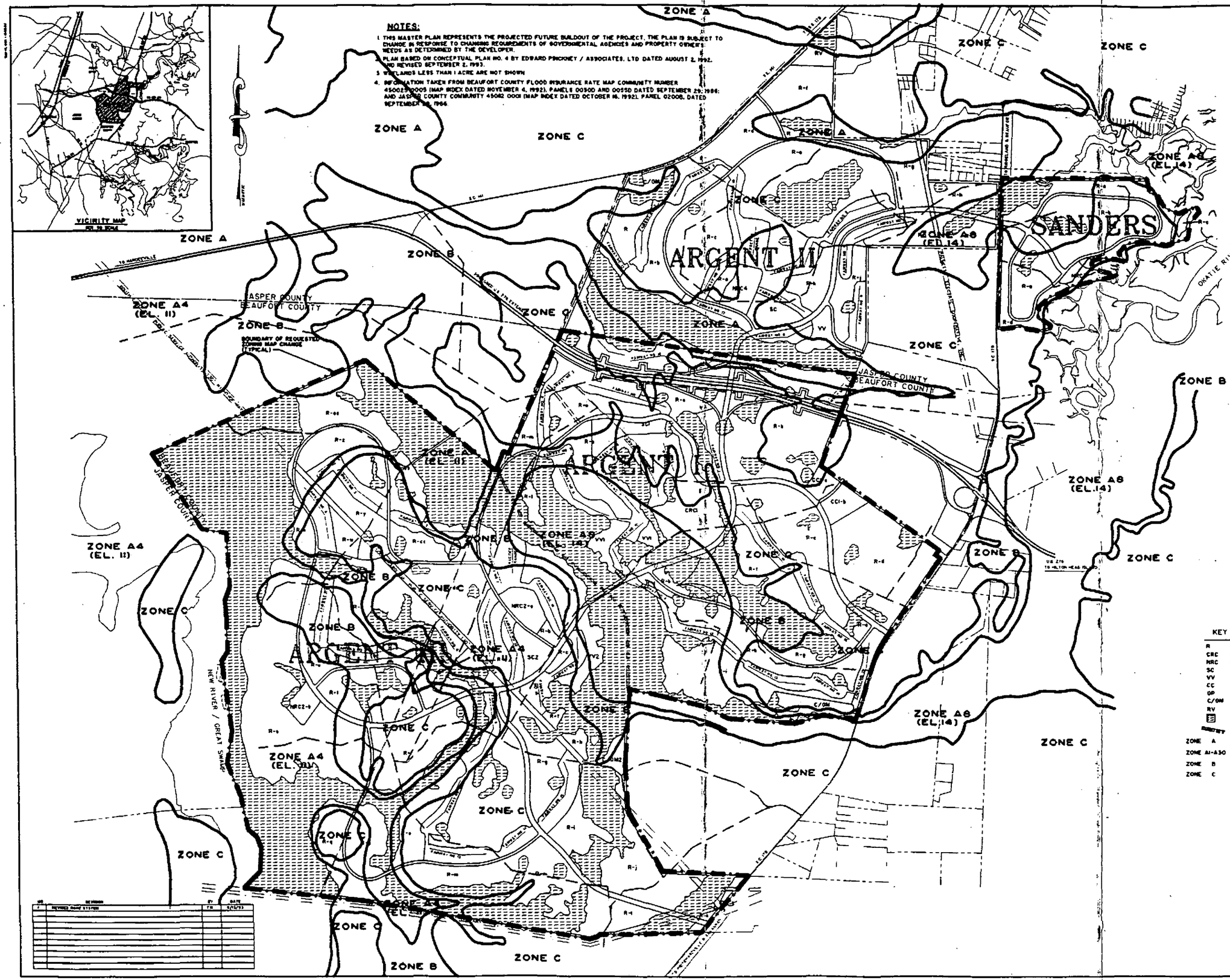
As specified under Section 4.13.5 of the Development Standards Ordinance, PUDS are required to comply with all provisions related to drainage.

If you have any questions, please call us at (803)846-3906.

Sincerely,

David K. Williams, P.E.
Acting County Engineer

DKW/pae



Del Webb

SOUTH CAROLINA

F.E.M.A. FLOOD INSURANCE RATE MAP OVERLAY

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

PREPARED BY:
LAND PLANNERS
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

FORESTRY CONSULTANTS
MILLIKEN FORESTRY COMPANY, INC.
COLUMBIA, SOUTH CAROLINA

TRAFFIC ENGINEERS
KIRKHAM MICHAEL AND ASSOCIATES
PHOENIX, ARIZONA

GEOTECHNICAL CONSULTANTS
WHITAKER LABORATORY
SAVANNAH, GEORGIA

GEOTECHNICAL CONSULTANTS
S & ME
SAVANNAH, GEORGIA

LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

WILDLIFE CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

EXHIBIT K

AUGUST 17, 1993

SCALE: 1" = 2200'

VI. WATER AND WASTEWATER

The project is in the unincorporated areas of Beaufort and Jasper Counties. Therefore, the Beaufort–Jasper Water and Sewer Authority (BJWSA) is the service agent for potable water and wastewater service. BJWSA intends to serve the project (see letter, **EXHIBIT L**) as part of the Cherry Point project.

Potable water will be provided to the site by a twenty–four inch diameter line, planned by BJWSA for the SC Highway 170 corridor. Del Webb will construct the distribution system within the development, and BJWSA will operate and maintain it. A preliminary master plan of the water system is shown in **EXHIBIT M**. The system will be capable of providing fire flow. The master plan was reviewed by the Bluffton Fire District and their approval is enclosed as **EXHIBIT O**.

Wastewater treatment will be provided by BJWSA at the Cherry Point Wastewater Treatment Facility. The Facility is planned for a site approximately four miles from Phase I of the development. Wastewater will be collected on site by a system constructed by Del Webb and operated by BJWSA, refer to **Exhibit N**. After treatment at the treatment facility, effluent will be disposed of by land application.

SCDHEC reviewed the master plan and concept for water and wastewater service. A letter from Ms. Penny Cornett, District Engineer, is enclosed as **EXHIBIT P**.

BEAUFORT - JASPER WATER & SEWER AUTHORITY

POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
803/521/9200 803/521/2008 Engineering & Operations FAX 803/521/9203

DEAN MOSS, General Manager

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
Post Office Box 14609
Savannah, Georgia 31416

Dear Sam:

This is in response to your letter to me dated August 4, 1993 concerning provision of water and sewer services to the proposed Del Webb development located in the Cherry Point area of Beaufort and Jasper Counties.

As you know, the Authority is developing water and sewer facilities to serve the Cherry Point area including the area proposed for development by your client. Based upon our review of the materials provided and a preliminary calculation of the projected water and sewer demands we are pleased to inform you that, contingent upon suitable financial arrangements, we will be able to provide the development with water and sewer services.

Our review of the preliminary development plan indicates that the developer is planning to address the items of concern to us, ie water and wastewater services and opportunities for effluent disposal. While I am certain we will have detailed comments at the later stages of planning and design, please consider this letter as an approval of the preliminary concept. The Authority has no objection to the proposed rezoning.

As we discussed, the development by the Authority of cost estimates and time schedules awaits a more detailed projection from you. Please do not hesitate to contact either Ed Saxon, Terry Murray or myself if we can be of further assistance.

Sincerely,

William D. Moss, Jr.
General Manager

WDM:mm

c. Board Members
Mr. Michael Bryant
Mr. Henry P. Moss, Jr.

Del Webb

SOUTH CAROLINA

PRELIMINARY WATER SYSTEM MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
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CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

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COLUMBIA, SOUTH CAROLINA

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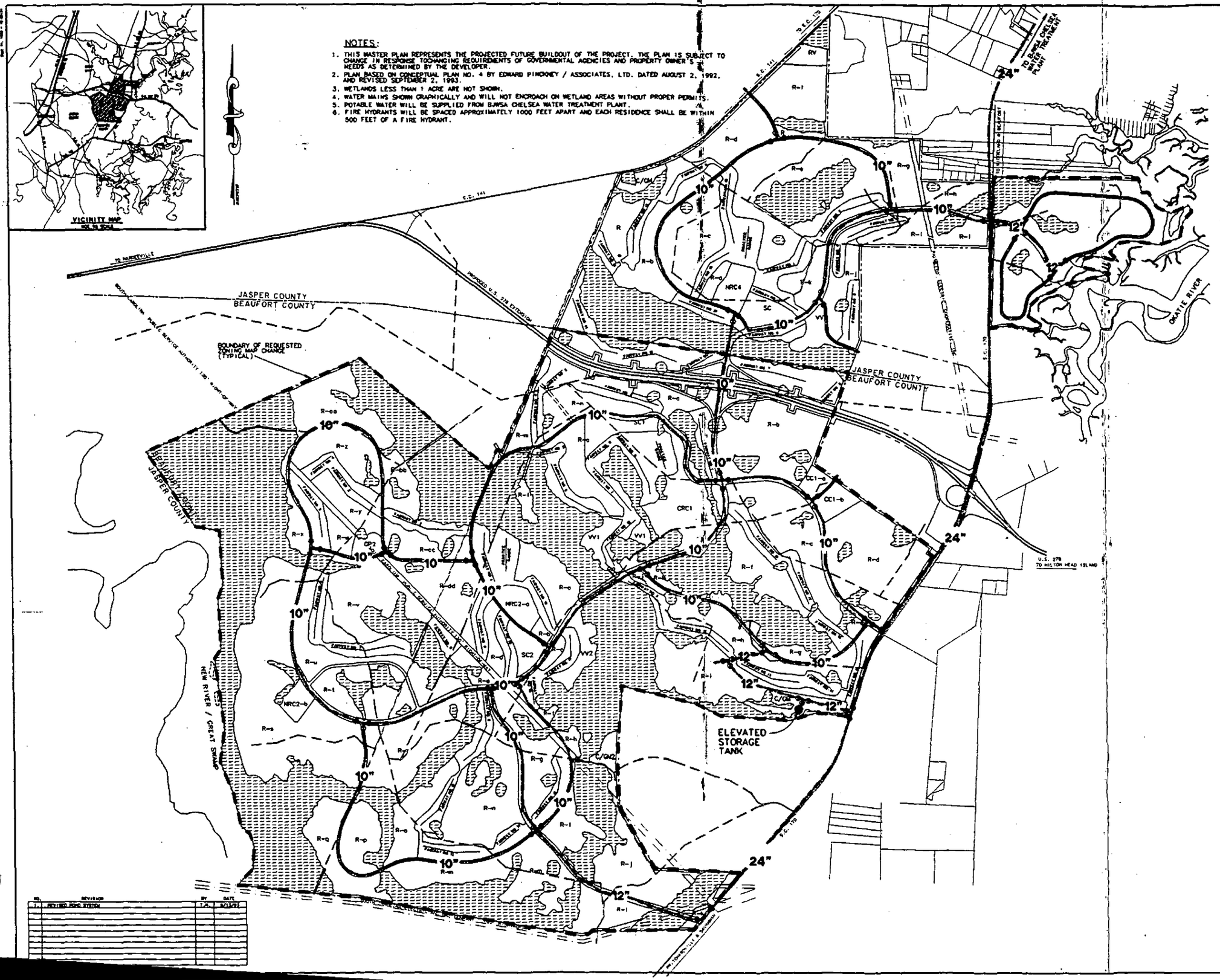
LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

WILDLIFE CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. PLAN BASED ON CONCEPTUAL PLAN NO. 4 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 2, 1992, AND REVISED SEPTEMBER 2, 1993.
3. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
4. WATER MAINS SHOWN GRAPHICALLY AND WILL NOT ENCROACH ON WETLAND AREAS WITHOUT PROPER PERMITS.
5. POTABLE WATER WILL BE SUPPLIED FROM BJWSA CHELSEA WATER TREATMENT PLANT.
6. FIRE HYDRANTS WILL BE SPACED APPROXIMATELY 1000 FEET APART AND EACH RESIDENCE SHALL BE WITHIN 500 FEET OF A FIRE HYDRANT.

VICINITY MAP
NOT TO SCALE



KEY

R	RESIDENTIAL
CRC	COMMUNITY RECREATION CAMPUS
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
CC	COMMUNITY COMMERCIAL
GP	GARDEN PLOTS
C/GM	COMMUNITY & GOLF MAINTENANCE
RV	RV & BOAT STORAGE
	WETLANDS
	GOLF COURSE
	WATER VALVE
10"	WATER MAIN

NO.	REVISION	BY	DATE
1	REVISED ROAD ALIGNMENT	T.H.	8/31/93

EXHIBIT M

AUGUST 31, 1993

SCALE: 1" = 2200'

Del Webb 00062

SOUTH CAROLINA

PRELIMINARY WASTEWATER COLLECTION MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

FORESTRY CONSULTANTS
MILLIKEN FORESTRY COMPANY, INC.
COLUMBIA, SOUTH CAROLINA

TRAFFIC ENGINEERS
KIRKHAM MICHAEL AND ASSOCIATES
PHOENIX, ARIZONA

GEOTECHNICAL CONSULTANTS
WHITAKER LABORATORY
SAVANNAH, GEORGIA

GEOTECHNICAL CONSULTANTS
S & ME
SAVANNAH, GEORGIA

LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

WILDLIFE CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. PLAN BASED ON CONCEPTUAL PLAN NO. 4 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 3, 1993, AND REVISED SEPTEMBER 2, 1993.
3. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
4. PUMP STATIONS, GRAVITY SEWERS, & FORCE MAINS SHOWN GRAPHICALLY AND WILL NOT ENCROACH ON WETLAND AREAS WITHOUT PROPER PERMITS.
5. WASTEWATER WILL BE TREATED AT BJWSA CHERRY POINT WWTF.

KEY

R	RESIDENTIAL
CRC	COMMUNITY RECREATION CAMPUS
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
CC	COMMUNITY COMMERCIAL
GP	GARDEN PLOTS
C/GM	COMMUNITY & GOLF MAINTENANCE
RV	RV & BOAT STORAGE
	WETLANDS
	GOLF COURSE
	PUMP STATION
	MANHOLE
	FORCE MAIN
	GRAVITY SEWER PIPE

NO.	REVISIONS	BY	DATE
1	INCREASE PUMP STATION #3-1 CAPACITY	TA	9/27/93

EXHIBIT N

AUGUST 17, 1993

SCALE: 1" = 2200'

EXHIBIT O

BEAUFORT COUNTY DEVELOPMENT STANDARDS ORDINANCE
– FIRE SAFETY STANDARDS APPROVAL FORM –

00063

APPLICANT (DEVELOPER) NAME, ADDRESS

Del Webb Communities Post Office Box 23319
Hilton Head Island, SC 29925

ZONE: PUD - Proposed

PHONE # 757-2255

PROJECT NAME: Del Webb - Sun City		TYPE: Residential	LOCATION: Bluffton-Hwy 170/278
TAX MAP #: 13/20	PARCEL #: 49/1,2	# LOTS/UNITS: 7,000±	DENSITY: --
LAND AREA: 4,255.7 ac	BUILDING AREA: N/A	HEIGHT (FINISHED GRADE TO ROOF EAVES): unknown	
NUMBER OF BUILDINGS		HEIGHT (FINISHED GRADE TO BOTTOM OF HIGHEST WINDOW): not applicable	
FIRE DISTRICT: Bluffton		FIRE OFFICIAL: Barry Turner	
PROPOSED WATER SUPPLY SYSTEM		ACCESS/ROADS/PARKING SURFACING: paved roads	

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

- [x] APPROVE
- [ ] APPROVE WITH CONDITIONS
- [ ] DISAPPROVE

- [x] PRELIMINARY
- [ ] FINAL

(FIRE OFFICIAL)

8/9/93
DATE

CONDITIONS:

ZONING APPROVAL ONLY. OTHER DEVELOPMENT OR CONSTRUCTION WILL SEEK FURTHER APPROVAL.

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

EXHIBIT P

00064

South Carolina
DHEC
Department of Health and Environmental Control
2600 Bull Street, Columbia, SC 29201

August 4, 1993

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
Post Office Box 14609
Savannah, Georgia 31416-1609

RE: Del Webb Corporation
Cherry Point

Dear Sam:

I am in receipt of your request for preliminary approval of water and sewer service to the proposed Del Webb Corporation Development. As you state in your letter Del Webb is proposing to develop a 5,200 acre portion of Union Camp Corporation's Argent Tract. The Beaufort Jasper Water & Sewer Authority has agreed to provide water from their existing surface water plant and to provide wastewater treatment in the proposed Cherry Point Wastewater Treatment Plant. Based on this, preliminary approval of the concept is granted.

As you know, appropriate permits will have to be issued prior to the initiation of any construction of water and sewer lines.

Should you have any questions or require any additional information, please feel free to call me at (803) 522-9097.

Sincerely,

Penny Cornett

Penny Cornett
District Engineer
Environmental Quality Control
Low Country District EQC

VII. UTILITY SERVICE

Del Webb has coordinated with the providers of power and telephone service. The majority of the project site is served by Palmetto Electric Cooperative, Inc. SCE & G's service area covers the southwestern corner of the property. Letters from both companies are enclosed as **EXHIBITS Q and R.**

Three telephone companies serve the project. Bluffton Telephone Company, Inc. has the service area for the majority of the property. See **EXHIBIT S** for Bluffton Telephone Company, Inc.'s agreement to serve the project. Hardeeville Telephone Company has service for the area west of the old railway, but will allow Bluffton Telephone Company to serve the area (see Hargray Telephone Company, Inc.'s letter – **EXHIBIT T**). Hardeeville Telephone Company is a subsidiary of Hargray Telephone Company, Inc. United Telephone Company has the service area for the Sanders Tract and the Jasper County land. A letter from United Telephone is enclosed as **EXHIBIT U.**

Waste Management of the Lowcountry will provide solid waste disposal services to the project as shown in their letter (**EXHIBIT V**).

PALMETTO
ELECTRIC COOPERATIVE INC.

August 11, 1993

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
P. O. Box 14609
Savannah, GA 31416-1609

Dear Sam:

Palmetto Electric Cooperative, Inc. has reviewed the proposed master plan of Del Webb Corporation's Sun City project. We have the capability to serve the entire project. However, as previously addressed in a letter to Mr. Don Robinson, Del Webb's dry utility consultant, further discussion is necessary to locate a substation site on the southern portion of the development. Since the project is progressing forward, I suggest that we get together in the near future to discuss the substation site and the other electric energy related issues.

If you have any questions, or need any additional information, please do not hesitate to let me know. We thank you for keeping us informed.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

A. Berl Davis, Jr.
Vice-President, Engineering & Operations

ABD,jr:abm

x.c.: Mr. G. Thomas Upshaw, Palmetto Electric Cooperative, Inc.
Mr. Robert R. Wagoner, Del Webb Corporation

EXHIBIT R

00068

SCE&G
A SCANA Company

South Carolina Electric & Gas Company
80 Robert Smalls Parkway
Post Office Drawer 1168
Beaufort, SC 29901-1168
Fax (803) 525-7797
(803) 525-7700

August 5, 1993

Thomas & Hutton Engineering Co.
3 Oglethorpe Professional Blvd
PO Box 14609
Savannah, GA 31416-1609

RE: Del Webb Corporation
Rezoning Request

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

/tms

c: Michael S. Gooch (S-35)

EXHIBIT S

00069

Bluffton Telephone Co.
INCORPORATED

August 11, 1993

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
P.O. Box 14609
Savannah, Georgia 31416-1609

Re: Del Webb Corporation, Rezoning Request

Dear Mr.McCachern:

With reference to the above project, it is our desire to provide all necessary telephone facilities to accomodate your needs in accordance with our General Customer Service Tariff with an effective date of January 1, 1972.

Due to the nature of the project, it may be necessary for you as the developer to fund a certain portion of the initial installation cost, known as Aid to Construction. Specific arrangements will be made at a latter date.

I will be more than happy to discuss this matter in more detail with you at any time. You can contact our Engineering Department by calling 803-757-2211.

An easement for telephone facilities is also needed prior to any construction.

Yours truly,

J. Stephen Hunter

EXHIBIT T

00070

Hargray Telephone Co.
INCORPORATED

August 16, 1993

Mr. Samuel G. McCachern, P.E.
Thomas and Hutton Engineering Company
P.O. Box 14609
Savannah, Georgia 31416-1609

Reference: Del Webb Planned Residential Community

Dear Mr. McCachern:

In reference to the above project it is my understanding that:

- The majority of said project is located in the franchise area of Bluffton Telephone Company, Inc.

- A section of said project is located in the Hardeeville District, which is part of the franchise service area of Hargray Telephone Company, Inc.

- It is the desire of the Del Webb Corporation to have the entire project serviced by the Bluffton Telephone Company, Inc.

Please be advised that Hargray Telephone Company, Inc. will relinquish their right to service any areas of the project legally recognized as the Del Webb Planned Residential Community to Bluffton Telephone Company, Inc.

This permission is being granted on an exclusive basis solely to the Bluffton Telephone Company, Inc. Hargray reserves the right to revoke this grant should the Del Webb Corporation seek residential telephone service from another source.

If I can be of further assistance, please don't hesitate to let me know.

Sincerely,

Michael R. Shepard
Vice President Operations

MRS:cl
cc: J.W. McDaniel
Tom Wing

EXHIBIT U

00071

United Telephone – Southeast
A Sprint Company

P.O. Drawer 1659
Beaufort, South Carolina 29901-1659

August 19, 1993

Mr. Samuel G. McCachern, P.E.
3 Oglethorpe Professional Blvd.
Thomas & Hutton Engineering Co.
P. O. Box 14609
Savannah, Gerogia 31416-1609

Re: Del Webb Corporation off SC-170 and SC-141

Dear Mr. McCachern:

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 a copy of your final plans, as approved by the Developer Review Committee, 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.

Sincerely,

UNITED TELEPHONE COMPANY
OF THE CAROLINAS

Gary D. Reed

Gary D. Reed
Distribution Engineer II

GDR:eh

EXHIBIT V

00072

Waste Management of The Lowcountry
P.O. Box 369
Simmonsville Road
Bluffton, South Carolina 29910
803/757-2216 • 803/785-2066

A Waste Management Company

August 10, 1993

Sam McCachern
Thomas & Hutton Engineering Co.
3 Oglethorpe Professional Boulevard
P.O. Box 14609
Savannah, GA 31416-1609

Dear Mr. McCachern,

As per our conversation, **Waste Management of the Lowcountry** will provide refuse collection service during and after construction for the proposed **Del Webb Corporation Development** located at the southern portion of the Cherry Point Area.

Should you require any additional information, please do not hesitate to call.

Sincerely,

Dora Meador

Dora Meador
Senior Account Executive

DHM:kc

APPENDIX A

00074

APPLICATION TO BEAUFORT COUNTY COUNCIL TO REZONE & INCORPORATE THE BULL HILL TRACT INTO

Del Webb's Sun City Hilton Head

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

AUGUST 24, 1994

J-9130

REVISED SEPTEMBER 21, 1994

APPLICATION TO
BEAUFORT COUNTY COUNCIL
TO REZONE & INCORPORATE
THE BULL HILL TRACT
INTO
DEL WEBB'S
SUN CITY HILTON HEAD

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

AUGUST 24, 1994

J-9130

00076

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

DATE APPLICATION ACCEPTED:	RECEIVED BY:	FILING FEE:	RCPT #:	PROJECT TYPE: PLANNED UNIT DEVELOPMENT

PROJECT NAME:
SCHH - Bull Hill Tract Rezoning

PROPERTY OWNER NAME, ADDRESS:
Mr. Charles L. Sparkmann, Esq.
c/o Oliver, Maner & Gray
Post Office Box 10186 PHONE #:
Savannah, GA 31412

APPLICANT (DEVELOPER) NAME, ADDRESS:
Del Webb Communities, Inc.
Post Office Box 1869
Bluffton, SC 29910

PROPOSED DENSITY:

SINGLE FAMILY	MULTI-FAMILY	OVERALL
3.5 DU/Acre	See text	1.5 DU/Acre

PROJECT LOCATION:	DISTRICT MAP #:	LAND AREA (TOTAL)	LAND AREA(COMM.)	S/F LOTS
U.S. 170	600/28	377.94 acres	0 acres	+625
	PARCEL #: 01	LAND AREA(RESIDENTIAL) 236.48	LAND AREA(OTHER) 141.46	M/F LOTS *see text

– PRELIMINARY APPLICATION INFORMATION REQUIRED –

[X] SIX BLACK OR BLUE LINE PRINTS OF THE DEVELOPMENT MASTER PLAN(S).

[X] VICINITY MAP SHOWING PROJECT LOCATION.

[X] DEVELOPMENT PROPERTY BOUNDARY LINES AND DIMENSIONS.

[X] EXISTING ROADS, STREETS, HIGHWAYS (NAME, NUMBER AND RIGHT-OF-WAY WIDTH) ON OR ADJACENT TO DEVELOPMENT PROPERTY.

[X] EXISTING DRAINAGE FACILITIES, CANALS, DITCHES, AND WATER COURSES ON AND ADJACENT TO PROPERTY.

[X] EXISTING RIVERS, CREEKS, MARSHES, AND WETLANDS ON AND ADJACENT TO PROPERTY.

[X] ADJACENT PROPERTY OWNERS NAME AND EXISTING LAND USE (RESIDENTIAL, UN-DEVELOPED, OR COMMERCIAL, ETC.).

[X] EXISTING EASEMENTS (TYPE, WIDTH, AND DIRECTION) ON AND ADJACENT TO PROPERTY.

[X] EXISTING BUILDINGS, STRUCTURES, AND FACILITIES ON DEVELOPMENT PROPERTY.

[X] SEAL OF REGISTERED ENGINEER.

[X] MUNICIPAL OR COUNTY BOUNDRY LINES WITHIN OR CONTIGUOUS TO DEVELOPMENT PROPERTY.

[X] NARRATIVE DESCRIBING THE PROJECTS INTENT AND SCOPE.

[X] PROPOSED LOT LAYOUT/DESIGN, NUMBER OF LOTS/UNITS.

[X] PROPOSED STREETS, RIGHT-OF-WAY WIDTH, TOTAL MILES PROPOSED.

[X] PROPOSED STREET NAMES.

[X] PROPOSED OWNERSHIP, MAINTENANCE OF ROADS, DRAINAGE SYSTEM, WATER/SEWER SYSTEM, OPEN SPACE, AMENITIES.

[X] PROPOSED ACCESS TO EXISTING ROADS.

[X] PROPOSED SETBACKS, BUFFERS, OPEN SPACE, AND LANDSCAPED AREAS.

[X] SPECIAL DISTRICT BOUNDARY LINES (FLOOD HAZARD DISTRICT, CONSERVATION DISTRICT).

[X] TOPOGRAPHIC SURVEY.

[X] PRELIMINARY STORMWATER DRAINAGE PLAN.

[X] PRELIMINARY WATER SUPPLY, AND SEWAGE DISPOSAL PLAN.

[X] PROPOSED PHASING.

[X] BEACH, DUNE, DUNE VEGETATION PRESERVATION PLAN (BEACH DEVELOPMENT DISTRICT ONLY).

[X] PROPOSED ARRANGEMENT OF LAND USES, ACREAGE OF EACH USE AREA, TYPE OF USE AND DENSITY (RESIDENTIAL) EACH AREA.

[X] PRELIMINARY LETTERS OF CAPABILITY AND INTENT TO SERVE WATER, SEWER FROM AFFECTED AGENCY.

[X] HEALTH DEPARTMENT PRELIMINARY COMMENTS OR APPROVAL OF PROPOSED WATER SUPPLY, SEWAGE DISPOSAL METHODS.

[X] 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: 8-25-94

LANDOWNER'S SIGNATURE _____ DATE: _____

COUNTY COUNCIL ACTION:
[ ] APPROVED DATE: _____
[ ] DISAPPROVED DATE: _____
[ ] COUNTY ENGINEER APPROVAL OF PRELIMINARY DRAINAGE PLAN.
[X] S.C.D.H.& P.T. ENCROACHMENT PERMIT
[X] FIRE OFFICIAL APPROVAL
DATE PUBLIC NOTICE _____ DATE SCHEDULED REV. _____
DATE PRELIMINARY APPROVAL _____

Z/DA File No. _____

BEAUFORT COUNTY, SOUTH CAROLINA
PROPOSED ZONING/DEVELOPMENT AMENDMENT

To: The Chairman and Members, Beaufort County Council

The undersigned hereby respectfully requests that the Beaufort County Zoning/Development Ordinance be amended as described below:

1. This is a request for a change in the: (Check as appropriate)
( )Zoning Map Designation ( )Zoning/Development Text

2. Give exact information to locate the property for which you propose a change: Tax District No. 600
Tax Map No. 28 Parcel No. 01
Square feet or acres of subject property: 377.94 acres

3. How is this property presently zoned? (Check one.)

( ) CPD ( ) RDD ( ) DD ( ) GR-4 ( ) GR-8

( ) GR-20 ( ) NPD-1 ( ) NPD-2 ( ) NPD-3

( ) NPD-4 ( ) NCD ( ) GCD (X) RAD ( ) RCD

( ) ID ( ) PUD

4. What new zoning do you propose for this property? PUD _____ (Under Item 8 explain why this area should be rezoned as your propose.)

5. Do you own all of the property proposed for this zoning change? ( ) Yes (X) No
If NO, give location of the property involved which applicant does not own and name and address of the/those owner(s): subject property owned by

Mr. Charles L. Sparkmann, Esq., c/o Oliver, Maner & Gray

Post Office Box 10186, Savannah, GA 31412

6. If this request also involves a proposed change in the Zoning/Development Ordinance Text, which section(s) will be affected: Sections _____

7. Explain proposed text change and reasons therefore in Item 8.

8. Explanation: See attached

_____

_____(Continue on separate sheet)

(Over to back)

9. Is this property subject to an Overlay District? Check those which may apply:

( ) BDOD ( ) FHOD ( ) AOD ( ) HPOD ( ) HCOD

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the applicant.

Signature of applicant _____ Date 8-25-94

Printed Name Del Webb Communities, Inc.

Address P.O. Box 1869, Bluffton, SC 29910

Telephone Number 757-8700

BDOD - Beach Development Overlay District
FHOD - Flood Hazard Overlay District
AOD - Airport Overlay District
HPOD - Historic Preservation Overlay District
HCOD - Highway Corridor Overlay District

FOR AMENDMENT REQUESTS WHICH AFFECT DISTRICT ZONING, A POSTING NOTICE MUST BE PLACED ON THE AFFECTED PROPERTY AT LEAST FIFTEEN (15) DAYS PRIOR TO SCHEDULED REVIEW BY THE PLANNING BOARD. THE NOTICE WILL BE PROVIDED BY THE ZONING/DEVELOPMENT OFFICE BUT YOU ARE RESPONSIBLE FOR ITS PLACEMENT ON THE PROPERTY.

Date Notice Provided _____

Date Received _____ Date Forwarded _____
Date of Planning Board Review _____
Date of County Council Action _____
Approved _____ Disapproved _____ Modified _____

Please submit form as an original and two (2) copies.

BEAUFORT COUNTY, SOUTH CAROLINA
PROPOSED ZONING/DEVELOPMENT AMENDMENT CONTINUED

8. Explanation

The zoning map modification is requested to incorporate the Bull Hill tract into Del Webb's Planned Unit Development. The request is for the 377.94 acre tract located along S.C. Highway 170 bound on three sides by the approved Del Webb P.U.D.

TABLE OF CONTENTS

EXHIBITS

ARTICLE V

SITE DESIGN AND DEVELOPMENT STANDARDS

Section 5.1

No development shall be undertaken, except in conformance with the standards set forth in this Article, unless expressly exempt from obtaining a development permit as specified in Article Six, Section 6.2.

Section 5.2 Site Design and Development Standard Applying Throughout the Jurisdiction

The standards prescribed in this section shall apply to all site design and development hereafter undertaken within the jurisdiction.

Section 5.2.1 Street and Thoroughfare Standards

(A) **Layout and Alignment**

(1) While it is the intent of this section to provide ample flexibility in the layout of streets, and most design standards are not specifically required herein, proposed street systems will be reviewed as to its design, safety and convenience of users as well as adjacent property owners; provided, such review shall be conducted in accordance with reasonable street design standards and with generally accepted engineering and development practices. Emphasis should be placed on safety at curves and intersections.

(2) Proposed streets should be coordinated with the street system in the surrounding area where possible.

(3) Upon determination that reasonable access to adjoining property(s) would be seriously affected by a proposed subdivision design, the Zoning and Development Administrator will notify the adjacent property owner by registered mail of his findings and recommend that he take whatever action deemed necessary based on that finding. This provision is merely for the purpose of notifying an adjacent property owner and in no way obviates existing laws regarding access to properties by right of necessity.

(4) Proposed streets, which are obviously in alignment with other existing and named streets, shall bear the assigned name of the existing street. Proposed street names shall not be phonetically similar to existing street names irrespective of the use of suffixes such as: street, avenue, boulevard, drive, place, court, etc. In no case shall a name be used which will be confused with other existing streets. A house or lot numbering (address) system shall be designed utilizing an extension of an existing system in the area where one exists.

(5) Where a subdivision abuts or contains an existing or proposed major thoroughfare as designated on the official major thoroughfare map, the County may require except in planned residential, resort, or commercial developments where a central access road has been provided or is included in the master plan for such area, minor access or frontage streets or other such treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

(6) No fence, wall, tree, terrace, building, sign, shrubbery, hedge, other planting or structure or object capable of obstructing driver vision will be allowed at intersections.

(B) **Private Roads, Right-of-Way and Pavement Widths**

Type	ROW	Pavement
Cul-de-sac	50 Feet	22 Feet
Local	50 Feet	22 Feet
Collector	60 Feet	22 Feet

(1) While finished paving of private streets is encouraged, private streets may be constructed without finished paving; provided, however, that all private streets shall have shoulders, side slopes and ditches prepared in conformance with the latest edition of the "Standard Specifications for Highway Construction", South Carolina Department of Highways and Public Transportation, and "Engineering Policy and Procedure Memorandum, S.C.D.H. & P.T., Number C-1 Design Criteria 5/5/86."

(C) In all cases, the platted right-of-way of private streets shall be at least fifty (50') feet.

(1) Streets offered for public dedication must have a minimum right-of-way width of fifty (50') feet.

(2) All costs involved in bringing the right-of-way up to public street standards shall be borne by either the developer, a property owners' association, or affected property owners through the creation of a special tax district.

(3) **Acceptance for Permanent Public Maintenance**. Authority to accept streets for permanent public maintenance rests solely with the County Council. (Ord. No. 78-12, and 5.2.1(c); Ord. No. 83-5, 3-14-83).

(D) **Public Roads Dedication Requirement**

(1) **Construction Standards**

All streets offered for public dedication shall be constructed and surfaced with finished paving in conformance with

the latest edition of the "Standard Specifications for Highway Construction", South Carolina Department of Highways and Public Transportation and "Engineering Policy and Procedure Memorandum", S.C.D.H. & P.T. Number C-1 Design Criteria 5/5/86.

Authority to accept streets for permanent public maintenance rests solely with the Beaufort County Council or South Carolina Department of Highways and Public Transportation.

Existing roads, created prior to this Ordinance or resulting from County prescriptive acceptance of road responsibilities, may be accepted at existing dimensions, including rights-of-way and surface conditions, as may be approved by County Council of Beaufort County.

County government agencies, public utilities such as water and sewer authorities, public service districts, and public fire districts shall be exempt from payment of a site inspection filing fee. This does not exempt for-profit utilities or service agencies.

(2) **Number C-1 Design Criteria**

This memorandum cancels and supersedes Department of Highways and Public Transportation Engineering Policy and Procedure Memorandum C-1, dated February 12, 1974; C-2, dated April 4, 1974; C-3, dated January 21, 1975; D-1, dated May 31, 1976; F-1, dated October 16, 1973; F-2, dated January 22, 1974; F-3, dated November 1, 1975; F-4, dated August 25, 1976; and F-5, dated November 1, 1977.

(3) The purpose of this memorandum is to establish uniform design criteria for all highway projects. Henceforth, except as otherwise provided herein, the Department's design standards shall be those contained in the appropriate sections of A Policy on Geometric Designs of Highways and Streets (1984), or later editions.

(4) The only exceptions to this Policy shall be for Federal Aid Secondary and State Secondary System projects where the following typical section elements will be the minimum standard for FAS rural routes and will be the standard for all State "C" projects, other than urban or subdivision streets:

(a) right-of-way width - 66' (33'/33')
(b) pavement width - 22'
(c) normal pavement crown slope - 48:1
(d) shoulder width - 6' (9' where guardrail is required)
(e) shoulder slope - 12:1
(f) distance to ditch line from centerline - 22'
(g) ditch front slope - 4:1
(h) minimum cut or fill slopes - 2:1
(i) design speed - 55 mph (minimum)

(5) Typical sections which provide for valley gutters or curbs and gutters shall be permitted in urban areas or subdivisions. Right-of-way widths of fifty (50') feet minimum shall be accepted in these areas. Design speeds in these areas shall be appropriate for existing or anticipated development.

(6) It shall be required that the right-of-way be cleared and all improvements removed from the right-of-way. In compliance with state laws, all areas disturbed during construction and shoulders and slopes shall be seeded to obtain permanent vegetation for controlling erosion. Seeding shall be in accordance with Highway Construction (1986) and as specified on the PS&E. PPM C-3 more fully describes these requirements.

(7) A clear zone, the maximum possible within the proposed right-of-way, shall be provided. Guardrail shall be provided if obstructions cannot be eliminated. Also, guardrail shall be installed at bridge ends, along fill slopes steeper than 4:1 exceeding ten (10') feet height, and at other hazardous locations.

(8) Obviously, no single standard can be applied for design of all projects. Additional right-of-way or sloping easements may be necessary and traffic demands may warrant additional traffic lanes. Adaptions or adjustments for local conditions are permitted; however, exceptions to the design standards hereby established must be approved by the Federal Highway Administration Division Administrator for federal-aid projects, and by the State Highway Engineer for state projects. Requests for design standard exceptions must fully explain the situation and justify waiver of a design standard.

(9) The roadway drainage should be adequate with sufficient outfall drainage.

(10) The geometry (vertical and horizontal alignment) shall meet minimum safety requirements.

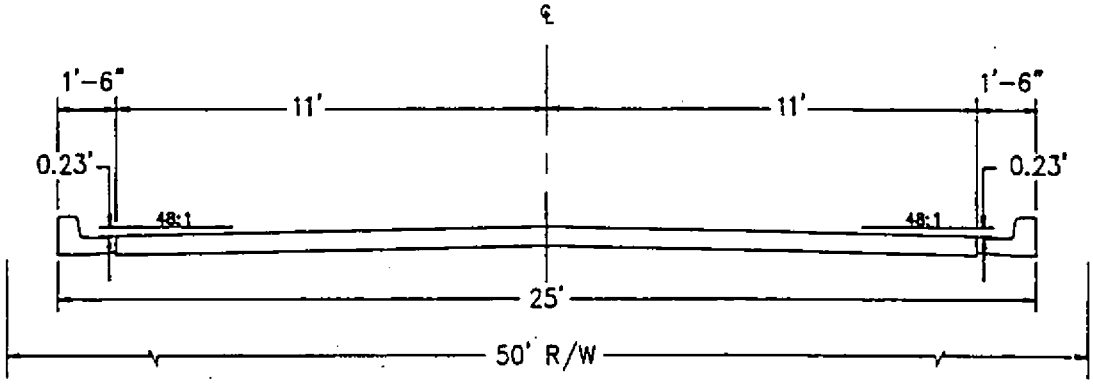
(11) In order for a road or street in any subdivision to be accepted into the system, twenty (20%) percent of the lots on the street (road) must have a house constructed thereon. Each road must have a minimum right-of-way width of fifty (50') feet unless extenuating circumstances dictate otherwise.

(12) Each road must be contiguous to the State Highway System. The road must not possess any unusual features that will cause the construction cost to be abnormal.

(13) If the road is located on a dam for a water impoundment, the dam shall be declared safe by the Land Resources Commission in accordance with the Dams and Reservoirs Safety Act.

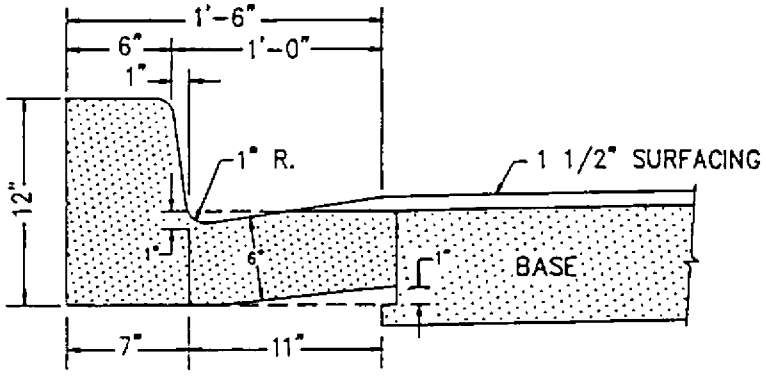
(14) The road shall not be located so that a narrow buffer strip is maintained between the right-of-way of the road and adjacent property in such a manner as to deny access to other adjacent landowners.

(15) Plats of subdivision in which roads are located and which are requested to be accepted in the system shall be made available to the Department.



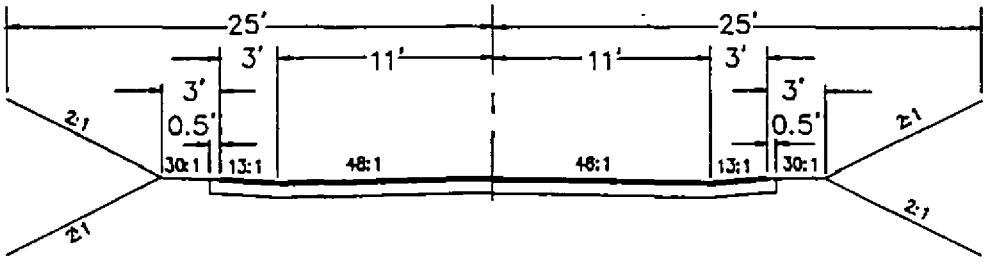
25' CURB AND GUTTER WITH 50' R/W

SCALE: 1" = 30.0'



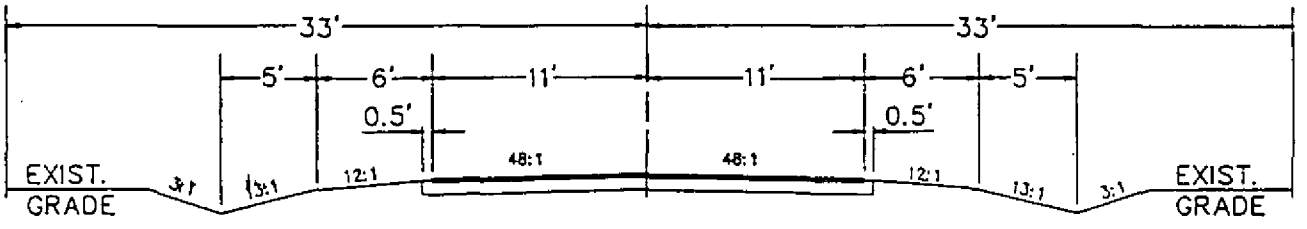
CONCRETE CURB & GUTTER DETAIL

NOT TO SCALE



28' VALLEY GUTTER W/ 50' R/W

SCALE: 1" = 60.0'



CROWN ROAD W/ 66' R/W

SCALE: 1" = 60.0'

(E) **Off-Street Parking and Loading**

No development shall be undertaken, except in compliance with the off-street parking and loading requirements prescribed in this Article.

(F) **Off-Street Parking Requirements**

There shall be provided at the time of the erection of any building or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats or floor area; or before conversion from one type of use or occupancy to another, permanent off-street parking space in the amount specified by this section. Such parking space may be provided in a parking garage or properly graded and improved space.

(1) **Remote Parking Space**

If the off-street parking space required by this article cannot be reasonably provided on the same lot on which the principal is located, such space may be provided on any land within four hundred (400′) feet of the principal use provided that the parking site is in the ownership of the owner or operator, or that the owner or operator of the facility requiring such remote parking space, shall have a long-term lease (10 years or longer), or by shuttle bus, service or access to a more distant remote parking site under ownership or lease.

(2) **Combination of Required Parking Space**

The required parking space for any number of separate uses may be combined in one. But the required space assigned to one use may not be assigned to another use, except that one-half (1/2) of the parking space required for churches, theatres, or other uses may be assigned to a use which will be closed at night or on Sundays.

(3) **Design of Parking Area**

All off-street parking in conjunction with development shall be designed to the criteria of the Beaufort County Engineer's Department. Parking areas shall be designed in such a manner as to completely eliminate the necessity of utilizing any portion of adjacent street, road, or highway rights-of-way for maneuvering.

(4) **Size of Off-Street Parking Space**

The size of parking space for one vehicle shall consist of a rectangular area having dimensions of not less than nine (9′) feet by twenty (20′) feet, plus adequate area for ingress and egress, other than handicapped, which shall be 12′ 20′.

(5) **Tandem Parking**

Tandem parking spaces shall not be allowed.

(6) **Minimum Off-Street Parking Requirements**

In planned resort, residential and commercial developments, where a substantial number of visitors are presumed to arrive by public transportation, the parking spaces noted below will be required, as approved by the County Engineer.

USE	
Auditorium and Theatre	One (1) space for each four (4) spectator seats.
Automobile Service Station	One (1) space for each vehicle stored or parked plus one (1) space for each employee.
Bank	One (1) space for each two hundred (200') square feet of gross floor space plus one (1) space for each two (2) employees.
Bus Terminal	One (1) space for each four (4) seats in the waiting room plus one (1) space for each two (2) employees.
Child Care Center	One (1) space for each adult attendant plus two (2) off-street spaces for loading and unloading.
Church	One (1) space for each six (6) seats in the main assembly room.
Driving Range	One (1) space for each driving tee.
Elementary School	One (1) space for each vehicle owned or operated by the school, plus two (2) spaces for each faculty member and administrative office.
Fire Stations	One (1) space for each employee and one (1) space for each three (3) volunteer personnel on a normal shift.
Funeral Home	One (1) space for each four (4) seats in the chapel or parlor, plus one (1) space for each employee.
Golf Course	Four (4) spaces for each green plus requirements for any other associated use, except in planned residential,

	resort, or commercial developments which have otherwise adequate provisions for parking.
Hospital	One (1) space for each six (6) patient beds excluding bassinet, plus one (1) space for each medical staff member or visiting doctor, plus one (1) space for each four (4) employees.
Hotel, Motel or Motor Court	One (1) space for each room to be rented, plus one (1) additional parking space for each three (3) employees, plus requirements for any other use associated with the establishment.
Indoor and Outdoor Commercial Recreation	Adequate parking facilities or contemplated use. The required parking spaces for any multiple use area shall be either (a) that number spaces required for such single use having the greatest parking needs plus ten (10%) percent of the combined required for all other uses in the area, or (b) that number of spaces shown to be necessary and reasonable by data submitted by the developer, whichever is less.
Industrial Manufacturing and Wholesale Uses	One (1) space for each two (2) employees on the largest shift; one (1) space for each member of the managerial or office staff; one (1) visitor parking space for each ten (10) persons on the managerial staff; and one (1) space for each vehicle used directly in the conduct of the business.
Junior High School	One (1) space for each vehicle owned or operated by the school, plus three (3) spaces for each faculty member, plus one (1) space for each five (5) seats in the auditorium or gymnasium.
Mobile Home Park	Two (2) spaces for each mobile home.
Nursing Home	One (1) space for each five (5) beds intended for patient use, plus one (1) space for each shift employee.
Office and/or Professional Building; Office, Medical or Dental	One (1) space for each two hundred (200') square feet of gross floor space plus one (1) space for each two (2) employees.

Planned Shopping	Four (4) spaces for every one thousand (1,000') square feet of gross leasable floor area.
Public or Private Club	One (1) space for each two hundred (200') square feet of gross floor space.
Public Utility Building	One (1) space for each employee.
Residential	One and one-half (1 1/2) spaces for each dwelling unit.
Restaurant	One (1) space for each three (3) seats, plus one (1) space for each two (2) employees.
Retail Business	Five (5) spaces for every 1,000 square feet of gross floor area, except as otherwise specified below:
Appliance and Furniture Store	Two (2) spaces per 1,000 square feet of gross floor area plus one (1) space for each employee.
Automobile (Vehicle) Dealership	One (1) space per 1,000 square feet of gross floor area plus one (1) space for each employee.
Building Supply Store	Three (3) spaces per 1,000 square feet of gross floor area plus one (1) space for each employee.
Feed and Seed Store	Two (2) spaces per 1,000 square feet of gross gloor area plus one (1) space for each employee.
Sales and Service Establishments Not Listed Elsewhere, Which Deal With Customers on the Premises	One (1) parking space for each two-hundred (200') square feet of gross floor area, plus one (1) space for each two (2) employees.
Senior High School	One (1) space for each vehicle owned or operated by the school plus seven (7) spaces for each faculty member, plus one (1) space for each administrative office, plus one (1) space for each four (4) students enrolled.
Stadium	One (1) space for each four (4) spectator seats.

(G) **Off-Street Loading Requirements**

Any industrial operation and wholesale building shall provide sufficient off-street space for the loading and unloading of vehicles. Loading berths and parking areas for waiting vehicles shall be designed in accordance with the needs of the proposed operations subject to the minimum standards indicated in the following schedule:

Square Feet of Gross Floor Areas in Structure	Number of Berths or Parking Spaces
0 - 25,000	1
25,000 - 40,000	2
40,000 - 100,000	3
100,000 - 160,000	4

Square Feet of Gross Floor Areas in Structure	Number of Berths or Parking Spaces
160,000 - 240,000	5
240,000 - 320,000	6
320,000 - 400,000	7
Each 90,000 above 400,000	1

All retail uses and office buildings with a total floor area of twenty thousand (20,000') square feet shall have one (1) loading berth or parking space for each twenty thousand (20,000') square feet of floor area.

Off-street loading areas shall be designed so that vehicles can maneuver for loading and unloading entirely within the property lines of the premises.

(H) **Access to Major Thoroughfares**

No street, driveway, or other access point shall enter a major thoroughfare as designated on the Official Major Thoroughfare Map at a point nearer than five hundred (500') feet from an existing highway, street, driveway or other access point except where a lot of record (see Definitions) would be rendered unusable by the strict application of this Ordinance. (Reference Appendix for a listing of designated major thoroughfares.)

Relief requested from this provision in the form of the stated exception or by request for a variance must be accompanied by:

(1) Ownership and recording data associated with lot of record; and

(2) Evidence that the applicant has explored all alternatives for access other than by variance or exception to the prescribed standards including, but not limited to, joint use

with adjoining properties, access from adjacent minor streets, establishment of frontage roads, etc.; and

(3) Qualification of request for variance consistent with provisions of Section 6.6; and

(4) Map or plan showing surveyed distance to nearest existing ingress/egress points from those proposed.

Section 5.2.2 Lot Configuration

The developer shall demonstrate through design and the use of private property restrictions and covenants adequate attention to the following aspects of lot design:

(A) Lot size, width, depth, shape, grade, and orientation to streets; and

(B) Relationship of residential lots to adjoining nonresidential development, existing or proposed; and

(C) Building setback lines, front, side, and rear; and

(D) Separation of residential lots from major thoroughfares and railroads and other possible incompatible land uses; and

(E) Separation and proper screening of nonresidential development from adjacent existing residential development. Suitable natural or commercial grade materials of sufficient height shall be used in the construction of the required buffers.

Section 5.2.3 Required Services

All development shall be provided with minimum services in conformance with the provisions of this Section. The property owner or developer, his agents or his assignees shall assume responsibility for the provision of basic services within the proposed development. The requirement of services as a prerequisite for development does not in any way obligate the County Council or its departments or agents to furnish such services.

(A) **Minimum Services Requirements**

No development shall be undertaken if provision has not been made for the following basic services where applicable:

(1) Potable water supply of sufficient quantity to satisfy domestic needs; and

(2) Water supply of acceptable quality and sufficient quantity to satisfy commercial and industrial demand; and

(3) Means for treatment and disposal of domestic sewage and other liquid waste; and

(4) Means for collection and disposal of solid wastes except for single-family residential subdivisions; and

(5) Vehicles access to existing streets or highways; and

(6) All driveways shall be paved from the property line to the edge of pavement, except for private dirt roads; and

(7) Power supply normally electricity; and

(8) Water supply for fire protection as prescribed by Section 5.2.3(D).

(B) **Conformance to Standards and Regulations**

No development shall be undertaken except in conformance with all applicable standards, regulations, specifications and permitting procedures established by any duly authorized governmental body or its authorized agents for the purpose of regulating utilities and services. It shall be the responsibility of the developer to show that the development is in conformance with all standards, regulations, specifications and permitting procedures.

(C) **Easements**

No development shall be undertaken unless adequate easements are provided to accommodate all required or planned utilities and drainage. The developer shall also demonstrate that adequate provisions have been made for access to and maintenance of all easements.

(D) **Providing Community Services**

In providing fire protection for his development, the developer shall have the option of:

1. Tying into an existing public or quasi-public water system capable of providing required fire flow; or

2. Installing an approved alternate system as listed in National Fire Protection Association (NFPA) 1231 and installed according to code; or

3. Presenting an approvable engineering system designed to meet the required fire flow.

Private water systems shall be designed to handle fire flow in that subdivision by water mains or an approvable alternative system per fire safety standards.

The required fire flow shall be determined according to the Insurance Services Office's determination guide.

(E) **Utilities Underground**

All electrical, telephone and gas utility lines in a development shall be installed according to plans and specifications approved by the respective utility companies providing such service. In addition, all such utility lines shall be installed underground unless it is determined that a variance to allow for overhead facilities is warranted due to exigencies of construction, undue and unreasonable hardship, or other conditions unique to the development.

Section 5.2.4 Monuments and Markers

At all corners there shall be placed a concrete or other permanent marker of the type commonly used in the area. Concrete control monuments shall be placed on the lot property lines intersection with the road right-of-way lines as shown on a site specific basis determined during the plan review process.

Section 5.2.5 Storm Water Runoff Standards

No development shall be undertaken, except where adequate drainage is provided, in conformance with the provisions prescribed in this Section.

(A) **Runoff to Adjoining Property Restricted**

No development shall be undertaken that appreciably increases the surface runoff reaching adjacent or surrounding property. Surface runoff shall be dissipated by detention or retention on the development parcel, percolation into the soil, evaporation, or by transport by natural drainage way or conduit to an appropriate point of discharge.

(B) **Design Standards**

No development shall be undertaken except where the planned drainage system is adequate to accommodate at least the twenty-five (25) year storm event.

(C) **Increase in Flood Potential Prohibited**

No development shall be undertaken that can be expected to appreciably increase the flood potential within the development or on adjacent or surrounding lands.

(D) **Impervious Surface Mapping**

All applicants for preliminary approval, unless expressly exempted under "Exemptions from site runoff and

drainage planning", be covered by impervious surfaces. Any change to impervious surface coverage after approval will require updated maps and approval by Beaufort County. Impervious surfaces will include, but not be limited to, any or all of the following which do not allow for infiltration of rainfall: paved parking areas, streets, roads, curbs, roofed areas, sidewalks, patios, covered walkways, bike or pedestrian paths, impervious surfaced recreational area, permanent static water surface areas without one inch rainfall on-site storage capacity (lagoons, ponds, streams, etc.). The total area or impervious surfaces and areas by type of impervious surface (rooftop, parking, etc.) shall be presented in either square feet or acres. If any surface materials are proposed which have a runoff coefficient of 0.8 or less, or an SCS-T.R. 55 CN number of less than 98, the surface area will be identified, together with the proposed coefficients of runoffs. Use of surface materials which allow for percolation of the rain falling on that surface is encouraged.

(E) **Impervious Site Coverage**

(1) It is the intent of this section to encourage development design that minimizes the amount of impervious surface coverage in order to maximize storm water runoff infiltration (percolation) into the soil. Therefore, no commercial, industrial, office, hotel/motel, multi-family residential, institutional use, or mobile home park will be approved which contains more than sixty-five (65%) percent site coverage by impervious surfaces unless site specific soil types, percolation rate and seasonal high ground water table conditions are adequate so as to permit seventy (70%) percent or eighty (80%) percent impervious surface coverage. Permanent on-site water surface areas will be considered as impervious material surfaces for this site coverage calculation, unless the waterbody provides opportunities for detention storage set forth in Section 5.2.5(h) General Requirements.

(2) The Soil Conservation Service (SCS) has identified thirty-nine (39) different soil types in Beaufort County. These soil types are assigned to four (4) groups (called Hydrologic Soil Groups) according to their runoff-producing characteristics. The chief consideration is the inherent capacity of the soil bare of vegetation to permit infiltration. The slope and the kind of plant cover are not considered, but are separate factors in predicting runoff. All commercial, industrial, office, hotel/motel, multi-family residential, institutional and mobile home park projects shall be designed and constructed so as to contain an impervious to pervious surface coverage ratio in accordance with the following table:

Hydrologic Soil Group	Impervious/Pervious Ratio
A	80/20
B	70/30
C	65/35
D	50/50

Applications for projects incorporating a 65/35 ratio of impervious to pervious surface coverage do not have to submit site specific soils data. Applications seeking greater than sixty-five (65%) impervious site coverage must include site specific certified soil data, annual high ground water levels, soil percolation rate and supporting calculations performed by a soils expert meeting the qualifications set forth in Sub-paragraph 3 below. Soil test results submitted will be used to determine the allowable surface coverage ratio in accordance with the table set forth herein.

(3) **Soils Expert Qualification**

To be qualified as an expert in soils, their classification, their physical makeup, and their hydrological properties, an individual must be a graduate geologist, a soils specialist by virtue of long work experience in the analysis of soils, or a state licensed soils expert.

Prior to a submission under Section (e) 2, prequalification and certification under (e) 3 must be submitted to Beaufort County in writing.

(F) **Storm Water Methodology**

(1) All applications for development will provide for on-site retention or detention (dry or wet), or percolation for the differential between the post-development and predevelopment computed peak runoff.

The site shall be the total owned fee simple contiguous area proposed for development.

(2) Two (2) hydrological methods for computing surface runoff are hereby adopted: "The Rational Method" and "U.S.D.A. S.C.S. T.R. -55."

Surface runoff computations for development up to fifty (50) acres in size may be done under either method.

For development tracts over fifty (50) acres, the "U.S.D.A. S.C.S. T.R.-55" method may be required at the discretion of Beaufort County.

Utilization of the Rational Method, tracts up to ten (10) acres in size shall include consideration of existing conditions surrounding the tract to be developed within five hundred (500') feet of the boundaries thereof.

For tracts ranging from eleven (11) acres up to fifty (50) acres, "Rational Method" computation shall include, at the request of Beaufort County, the hydrological features within the total watershed including the development site itself plus upstream and downstream areas.

(G) **Drainage Design Criteria**

The following design criteria shall be used for either methodology utilized for computation specified in Subsection (F).

(1) **Design Storm**

The design storm for Beaufort County shall be the twenty-five-year frequency, twenty-four hour, 8.0 inch rainfall, antecedent condition II.

(2) **Impacts** - Required

(a) Site inflows C.F.S +(Hydrograph); and
(b) Site outfalls C.F.S. +(Hydrograph); and
(c) Tidal backwater effects; and
(d) Soil characteristics; and
(e) Static water levels; and
(f) Peak water levels - 25 year storm; and
(g) Peak water levels shall be checked relative to a 100 year storm frequency in setting first floor elevations; and
(h) Predevelopment conditions shall be carefully evaluated as to adequacy of drainage design (if any) and removed, replaced, or reworked if found unsatisfactory.

(3) **Rational Method**

(a) The Savannah Intensity - Duration Curve from the National Weather Service Technical Paper No. 25 shall be used in computations.

(b) S.C.S.-T.R. -55 Method:

(1) The minimum C.N. used shall be 39 with a class "A" soil characteristic.

(2) A "B" soil characteristic may be used in lieu of "CD" if drained subject to approval of the Engineer.

(3) A minimum DUPE of 300 shall be used as the dimensionless unit hydrograph peak factor.

(H) **General Requirements**

(1) The use of wetlands for storing and purifying runoff is strongly encouraged. However, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Priority wetlands identified on the Official Beaufort County Conservation District Maps or the Federal National Wetlands Inventory, U.S. Department of Commerce, should not be injured by the construction of detention ponds in them or sufficiently near to deprive them of required runoff or to lower their normal water table elevations. Adjacent detention ponds that benefit retention of normal wetland water table elevations are acceptable. If a retention or detention pond is going to be located near priority wetland, the applicant will provide data showing that impacts will not be detrimental to the wetland.

(2) The first flush runoff (0.5 inch-1.0 inch) from paved streets and parking areas is very detrimental to maintenance of water quality standards. Therefore, filtering of runoff from streets and parking areas through vegetation, grass, gravel, sand or other filter mediums to remove oil, grease, gasoline, particulates and organic matter is required before the runoff enters any man-made or natural waterbody.

(3) Detention and retention ponds shall be designed so that shorelines are meandering where possible to increase the length of shoreline, thus offering more space for the growth of littoral vegetation for filtering purposes.

(4) Detention and retention ponds shall be designed to provide at least one foot of vertical detention storage volume for runoff above the proposed dry weather water level design elevation. Major drainage canals shall not be used for storage where this may impact the storm hydrology upstream and downstream. Use of rectangular weir outlets will be allowed only where this weir will provide better outlet control needed for a given situation than that provided by a V-notched weir. V-shaped or V-notched weir outlets are recommended to achieve detention storage. Use of innovative outlet structures such as pipe/culvert combinations, perforated riser pipe, or special graduated opening outlet control boxes, is encouraged as ways of reproducing predevelopment runoff conditions. Design data for storage volume and detention outlet requirements shall be submitted and approved by Beaufort County prior to final plan approval.

(5) Detention and retention ponds shall be designed for ten-year sediment loads before the one-foot storage volume requirement is included.

(6) Where cleared site conditions exist around detention or retention areas, the banks shall be sloped to the proposed dry weather water surface elevation and planted for

stabilization purposes. Where slopes are not practical or desired, other methods of bank stabilization will be used and noted on plans submitted for preliminary approval.

(I) **Direct Stormwater Discharge**

(1) Channeling runoff directly into natural or man-made waterbodies from pipes, curbs, lined channels, hoses, impervious surfaces, inverted crown street, rooftops or similar methods shall not be allowed unless methods of filtration are provided, either at the intake or outfall as approved by Beaufort County. Runoff shall be routed through swales, drywells, or infiltration ditches and other methods to increase percolation, allow suspended solids to settle and remove other pollutants.

(2) Where specific site hardships may require a variance to allow direct discharge into tidal areas, Coastal Council, DHEC, County Engineer, Corps of Engineers and Water Resources Commission approval, is required before a variance is effective. Granting of a variance will be based upon unique site hardships and not upon hardship created by the proposed development plan, or financial consideration. Where specific site hardships may require a variance to allow direct discharge into a natural water body, methods of diffusing and filtering the discharge and of reducing the velocity will be required. Granting of a variance will be based on unique site hardships and not upon hardships created by the proposed development plan, or financial considerations.

(3) Dredging, clearing, deepening, widening, straightening, stabilizing or otherwise altering natural water bodies or canals may be permitted by Beaufort County only when a positive benefit can be demonstrated. Such approval by Beaufort County does not obviate the need for State or Federal agency approvals where applicable.

(4) Vegetative strips shall be retained or created along the banks or edges of all wetlands. The following shall be the minimum setbacks for construction from the edge of all wetlands:

Single-family Residential	-	20 feet
Multi-family Residential	-	50 feet
Commercial or Industrial	-	50 feet
Impervious Parking Areas or as Established by S.C.C.C. or U.S.A.C.O.E Charleston, S.C. District	-	30 feet

A variance may be granted if the specific project design provides for the drainage or channeling of runoff away from natural watercourses, marshes, wetlands or tidal areas and if such runoff is filtered through a vegetated strip. Vegetative strips shall be retained or created in a natural vegetated or

grassed condition to allow for periodic flooding, provide drainage access to the water body, and to act as a filter to trap sediment and other contaminants to stormwater runoff.

(5) No stormwater discharge shall be permitted directly onto any beaches.

(6) Final landscape designs and plantings shall not work against the stormwater runoff controls and drainage concepts approved as part of the preliminary development permit approval process. Landscape design and plantings should further opportunities for percolation, retention, detention, filtration and plant absorption of site-generated stormwater runoff.

(J) **Drainage Easements**

Beaufort County shall require as a condition for obtaining approval of runoff control and drainage plans that the applicant record plats and covenants where available ensuring that drainage easements and facilities are assigned to a specific entity. If the choice of the developer is assignment to Beaufort County, then issuance of preliminary approval may be considered as conditional acceptance of dedication, provided that construction is in accord with approved plans and conforms to all County and State standards.

Upon receipt of clear, final County approval, the developer shall, within thirty (30) days, submit to County Council a request for permanent dedication of drainage improvements for County maintenance. The County Engineer shall certify that all as-built improvements so offered are in conformance with approved plans and with all prevailing County standards. However, authority to accept such improvements for permanent maintenance rest solely with Beaufort County Council upon the recommendation of the Roads & Bridges Committee.

Should drainage facilities and easements be deeded to a homeowners' or landowners' association, the general maintenance requirements necessary to insure the long-term functions of stormwater runoff controls, easements and drainage facilities shall be described in the documents establishing the homeowners' or landowners' association. The documents will also state that Beaufort County or a legal entity having authority over such drainage may perform or require the homeowners' or landowners' association to take action under the following conditions:

(1) If normal maintenance is not performed that is adversely affecting drainage flow.

(2) To alleviate flooding or other emergency drainage problems upstream or downstream of the easement.

The County may assist the developer in negotiating with the homeowners' or landowners' association or other affected

parties on equitable distribution of costs incurred in performing or repairing actions taken on dedicated easements under such conditions.

(3) **Underground Storm Sewer Easement**

Adequate access for maintenance and improvement of the drainage facility will be required. Generally, for underground storm drain pipes the minimum width of the easement shall not be less than thirty (30') feet. Additional width may be required based on drainage requirements. Sufficient width as determined by Beaufort County will be provided within the easement on one side of the pipe to allow for service equipment mobility and storage of removed fill.

(4) **Open Channel Easements**

Open channel easements shall be sized as shown in the table below. The open channel shall be located on one side of the easement to provide an adequate maintenance shed area."0

DRAINAGE EASEMENT SIZING TABLE

Maximum Top Width of Open Channel (Feet)	Required Minimum Drainage Easement (Feet)
0-8	30
9-15	35
16-20	40
21-25	45
>25	As Approved by County Engineer

All storm drainage easements shall be recorded in the Beaufort County Courthouse, Beaufort, South Carolina, and two (2) copies submitted to the Beaufort County Public Works Department.

Any development may discharge stormwater runoff, in excess of that required to be held on-site, into private drainage ways provided that the applicant submit written agreements to receive such discharge from the owners of the bodies, drainage ditches, wetlands or streams through which such proposed discharge will travel, including operational/maintenance easements. The County shall use its best efforts to induce downstream owners to receive such water when no feasible alternatives exist.

The developer shall provide adequate outfall ditches, pipes and easements downstream from his proposed discharge if adequate public or private drainage facilities do not exist to carry the proposed discharge. If the outfall ditches, pipes and easements required for adequate drainage are larger than those needed to carry the additional proposed discharge from the development sought by the applicant, then Beaufort County may bear those incremental costs which are greater than those properly allocable to the development. Beaufort County shall have the authority, however, to condition use of such expanded system by subsequent users on contributions by such users for allocable portions of the cost borne by Beaufort County.

(K) **Water Surface Elevations**

No developer will be permitted to construct, establish, maintain or alter the surface water elevation of any waterbody or wetland in such a way as to adversely affect the natural drainage from any upstream or to any downstream areas of the drainage basin on a permanent basis.

The Development Review Committee shall review and approve any water surface elevations proposed for lagoons or waterbodies. The developer will submit sufficient groundwater and topographic elevation data around the proposed waterbody site to assist in establishing the water surface elevation.

It may be required as a condition of drainage plan approval that adjustments be made to existing or approved water surface elevations if upstream or downstream areas require such adjustments to provide required drainage flows. The County may assist the developer in negotiating with the affected parties on an equitable distribution of cost under such conditions.

(L) **Exemptions from Site Runoff and Drainage Planning**

The following activities shall be exempt from the requirements of site runoff control and drainage planning:

(1) Any maintenance, alteration, renewal use or improvement to an existing drainage structure as approved by the County Engineer which does not create adverse environmental or water quality impacts and does not affect the velocity, volume or location of stormwater runoff discharge; and

(2) The development of less than four (4) residential dwelling units not a phase of a larger development, not involving a main drainage canal; and

(3) Existing agricultural activity or new agricultural activity not involving relocation of main drainage canals; and

(4) Work by agencies or property owners required to meet emergency flooding conditions. If possible, emergency work should be approved by the duly appointed officials in charge of emergency preparedness or emergency relief. Property owners performing emergency work will be responsible for any damage or injury to persons or property caused by their unauthorized actions. Property owners will restore the site of the emergency work to its approximate pre-emergency condition within a period of sixty (60) days following the end of the emergency period.

(M) **Erosion and Sedimentation Control**

(1) **Application**

Erosion and sedimentation controls shall be required on all sites adjacent to waterbodies or drainage ways in which one-half contiguous acre or more of land surface is to be uncovered. The applicant will show erosion and sediment control measures between the uncovered areas and adjacent waterbodies or drainage ways on plans submitted for final plan approval. (See erosion and sedimentation best management practices by S.C. Land Resources Commission.)

(2) **Existing Uncovered Areas**

(a) All uncovered areas not actively being developed existing on the effective date of this Ordinance, which resulted from land disturbing development activities and which exceed one-half contiguous acre, and which are causing off-site visual evidence of erosion or sedimentation, shall be provided with a ground cover or other protective measures sufficient to restrain accelerated erosion and control off-site sedimentation.

(b) Beaufort County may serve upon any landowner, by Certified Mail, written notice to comply with provisions of this Article. The notice will reference the requirements of this Article, will set forth the measures needed to comply, and will state a time within which such measures must be completed. In determining the measures requires and the time allowed for compliance, the County shall take into consideration the economic feasibility, technology and quantity of work required, and shall set reasonable and attainable time limits for compliance.

(c) Preparations and approval of an extension and sedimentation control plan may be required by Beaufort County in any instance where extensive control measures are needed as a result of proposed development plans near watercourses or waterbodies.

(3) **Ground Cover Requirement**

To help retain sediment generated by land-disturbing development activities within the boundaries of the

development tract, all developers shall plant or otherwise provide a permanent ground cover by "hydromulching" sufficient to restrain erosion after completion of construction or development and prior to final inspection.

(4) **Construction Buffer Zones**

(a) No land-disturbing activity except recreational uses which permit retention of grasses or other vegetation shall be permitted in proximity to a waterbody or wetland unless a vegetative strip is provided along the margin of the watercourses of sufficient width as final minimum setbacks specified in "Direct stormwater discharges," (f) (4), or unless other methods or structures of sediment control approved by Beaufort County are used in place of a buffer zone to be created after construction which will prevent sediment from leaving the site and entering the watercourse.

(b) **Erosion and Sedimentation Control**

(M) (3) shall not apply to a land-disturbing activity in connection with construction of facilities to be located on, over, or under a watercourse or waterbody.

(c) **Erosion and Sedimentation Control**

(M) (3) shall not apply to cleared land forming the basin of a reservoir proposed to be permanent inundated.

(5) **Graded Slopes and Fills**

The angle for graded slopes and fills on sites meeting the requirements of Erosion and Sedimentation Control (M) (3) shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed shall be stabilized sufficiently by "hydro-mulching" to restrain erosion before a final approval may be issued.

(N) **Drainage Systems**

The following specifications are established for all drainage systems required by this Section.

(1) **Pipe**

(a) Only Corrugated Aluminum Pipe Alloy 16 gauge AASHTO M-196; M-197 and Fed. Spec. WW p442-C or reinforced concrete pipe class (S.C.H.D. & P.T.) are permitted for drainage systems within Beaufort County; and

(b) Such other pipe as approved in writing by Beaufort County may be used; and

(c) Pipe gradients shall provide self-cleaning velocities without scour; and

(d) Drive pipes shall be a minimum of 15-inch R.C.P.

(2) **Catch Basins**

Catch basins shall provide for a bottom sand trap of one and no tenths (1.0) feet below the inlet or outlet, i.e, basins may be required to provide baffles for oil and grease trap operation.

(3) **Drainage Swales**

Drainage swales, prior to use, shall have sufficient vegetation to provide filtration and erosion stabilization.

(4) **Maintenance**

All privately maintained drainage systems and structures shall provide in their covenants for periodic maintenance.

Section 5.2.6 Planning and Design Certification

All design, grading, drainage and construction plans for roads and for site-related projects shall be prepared and certified by either an engineer or landscape architect, or both were appropriate under State law, who are registered for practice in South Carolina. However, all design, grading, drainage and construction plans for sanitary sewage systems, potable water systems and other principal engineering systems, features or structures, shall be prepared and certified only by an engineer who is registered for practice in South Carolina.

Section 5.2.7 Protection of Natural Resources

No development shall be undertaken except in conformance with the provisions of this Section.

(A) **Land-Clearing Prohibited**

The cutting of trees for the sole purpose of clearing land or offering land for sale shall be prohibited.

(B) **Protection of Trees**

No person shall cut, destroy, cause to be destroyed, move or remove any disease-free tree with a trunk diameter of eight (8) inches or more (25-inch circumference), measured three (3) feet up from the base, in conjunction with or preparation for

any development activity as defined in Section 2.2, until such removal has been approved in accordance with the provisions of this Ordinance.

The saving of smaller specimen and desirable trees is encouraged.

Removal of endangered or valued trees will not normally be permitted. Trees included in this category are:

(1) American Elm (*Ulmus americana*)
(2) American Holly (*Llex opaca*)
(3) Bald Cypress (*Taxodium distichum*)
(4) Laurel Oak (*Quercus laurifolia*)
(5) Live Oak (*Quercus virginiana*)
(6) Loblolly-Bay (*Gordonia lasianthus*)
(7) Pecan (*Carva illinoensis*)
(8) Pond Cypress (*Taxodium Dist. carnutans*)
(9) Spruce Pine (*Pinus glabra*)
(10) Southern Magnolia (*Magnolia grandiflora*)
(11) Sweet Bay (*Magnolia virginiana*)
(12) Yellow Poplar (*Liriodendron tulipi fera*)

Those trees designated for preservation in accordance with the provisions of this Ordinance, as shown on the approved Landscape Plan, shall be marked with bright blue ribbons encircling the tree trunk at a height of four (4) feet above the ground, and a four (4) feet high barricade will be constructed around the tree at the drip line prior to the start of construction.

As a condition of approval from this Ordinance, the applicant may be required to plant replacement trees for trees approved for removal as part of the final plan. In requiring replacement trees, the following will be considered: the intended use of the property; the existing or pre-development tree coverage, size and types; the number, size, type, and location of natural trees proposed for preservation by the applicant; and the grading, road building, parking, and drainage requirements of the project.

(C) **Tree Survey Required**

A survey of all trees of the applicable size and larger shall be made within the area to be modified from its natural state and twenty-five (25') feet beyond in each direction or to the property lines, whichever is less. The location and size of trees shall be indicated on the site plan with surveys conducted either by a registered land surveyor or engineer.

The requirement for a tree survey is waived in the case of golf course construction or when preliminary site evaluation by the applicant reveals the ability to accomplish the proposed project without removal of any trees eight (8) inches in diameter

or larger. In the latter case, the applicant shall submit a written statement that no trees will be removed, and his permit will indicate "No Tree Removal" as a condition thereof.

(D) **Clear Cutting Prohibited**

No development shall be undertaken and no development will be approved that involves cutting or removal of more than seventy-five (75%) percent of trees eight (8) inches and larger on the development site.

(E) **Erosion Control**

No development shall be undertaken that directly or indirectly increases the erosion of land or its potential for erosion.

(F) **Erosion Control During Construction**

The applicant shall take all reasonable measures to reduce soil loss and contain sediment during construction. Exposed soil shall be stabilized prior to final inspection.

Developers shall be responsible for any negligence or omissions of the contractor or subcontractor regarding the requirements of this Section.

Section 5.2.8 Pollution, Nuisance and Hazard

No development shall be undertaken except in conformance with the provisions of this Section.

(A) No development shall directly contribute to pollution of the land, air or water; constitute a nuisance, or pose a hazard to life or property. Conformance with all existing local, state and federal statutes shall be construed as conformance with this provision.

(B) **Aesthetic Standards.** Any junk yard, storage, work area or other such area shall be screened with a fence or buffer approved by the Development Review Committee.

Section 5.2.9 Site Design and Density Standards

The site design and density standards prescribed herein shall apply to all development activity. For purposes of this Section, density is expressed in terms of dwelling units per net acre of land. The acreage established upon which density is based must be under deed to the developer.

(A) **Setbacks**. For purposes of determining required setbacks, all development is classified as follows:

(LR) **Light Residential** - 1 to 4/du acre.

(MR) **Moderate Residential** - 5 to 8 du/acre.

(IR) **Intense Residential** - 9 to 15 du/acre.

(HIR) **High Intense Residential** - 16 du/acre and greater.

(C/I) **Commercial/Industrial Development** - any establishment included in the buying, selling, or manufacturing of goods or services except as provided for under institutional development.

(INST) **Institutional** - shall include schools, churches, medical, rehabilitative, correctional and/or charitable shelters, or other public buildings or grounds.

Required setbacks are determined by relationship of proposed development to existing development on contiguous property. Adjacent vacant property shall be classified as light residential except where preliminary approved or final approved plans indicate another classification, or where the County considers that the development of the surrounding area is such to warrant lesser setback distances applying to commercial development. For each habitable story over two (2), setback is computed by adding base figure as shown in chart to the initial setback.

TABLE: 1

(Feet of Setback for One or Two Habitable Stories)

	Existing Adjacent Use					
PROPOSED USE	LR	MR	IR	HOTEL/MOTEL	CI	INST.
LR	10	10	15	15	20	15
MR	10	10	10	15	20	15
IR	20	15	15	10	20	20
HIR(Hotel/Motel)	20	20	15	10	20	20
C/I	30	30	30	30	10	30
INST	20	25	25	30	30	20

The required setback shall be measured inward from the property line to the first vertical wall, excluding fences, lamp posts and the like. Exception to this standard is made for any recreational amenity ancillary to the approved project. Such recreational amenities may be constructed in the non-buffer portion of the setback area.

The setback requirements of this Section shall not apply to the separation of patio homes within a specific patio

home development. However, in no case shall the separation between such patio homes be less than three (3) feet from the property line of the adjacent lots.

When road rights-of-way and easements or dedicated recreation or open space exists between the property lines of existing and proposed land uses, the setback for the proposed use shall be measured from the property line of the existing use. However, in no case shall side, or rear and front yard setback of the proposed use be less than ten (10') feet measured from its property line, except for patio lot sidelines. Such rights-of-way, easements or dedicated open space shall be construed as being a part of the required setback.

Adjacent landowners may choose to waive the required setbacks where common party wall development is desired by:

(1) Filing with the Zoning and Development Administrator a statement of mutual agreement prior to development plan approval for one or both tracts; and

(2) Recording the agreement as a property deed covenant in the deed of affected properties prior to development plan approval for one or both tracts.

(B) **Setbacks from Major Thoroughfares**

No structure except signs shall be erected nearer than fifty (50') feet of the right-of-way line of a major thoroughfare so designated on the Official District Map.

Setbacks from all other roadways to be one-half (1/2) the right-of-way, (i.e., 50' road ROW; setback 25', 60' road ROW; setback 30'.)

(C) **Setbacks at Intersections**

There shall be no interference. No fence, wall, terrace, building, sign, shrubbery, hedge, planting, etc., above the height of three (3') feet measured from the finished street centerline level, shall be planted, placed, erected or maintained within the triangular area created by a line connecting points of the front and side lot lines at a distance from the intersection of said lines, or the extension of said lines:

At an Intersection Involving:	
(1) Driveway and a street;	Ten (10') Feet
(2) An alley and a street;	Ten (10') Feet
(3) A street and a street;	Thirty (30') Feet
(4) Major thoroughfares;	Fifty (50') Feet

(D) **Buffer Requirements**

In order to provide protection for potential incompatibility between neighboring land uses of different type and/or intensity, the following buffer requirements shall apply to the setback areas prescribed in Subpart (a) of this Section.

TABLE: 2

Percentage (%) of Table 1: Setback Standards

Existing Adjacent Use

PROPOSED USE	LR	MR	IR	HIR HOTEL/MOTEL	CI	INST.
LR	0	0	0	0	0	0
MR	50	50	50	50	50	50
IR	60	50	50	50	50	50
HIR(Hotel/Motel)	70	50	50	50	50	50
C/I	80	50	50	50	50	50
INST.	50	50	50	50	50	50

Buffer standards are computed as a percentage of required setbacks established in subpart (a) of this section and measured inward from the property line of the proposed use. Buffer areas must be left undisturbed except that underbrush may be cleared and the area landscaped. Underbrush is defined as a thick growth of bushes, vines, sapling size sprouts, twigs, and trees that do not exceed two inches in diameter. Underbrushing, when approved, shall mean the act of removing such bushes, vines, sapling size sprouts, twigs, and trees by use of a mechanical bushhog device applied in a horizontal manner, or manually within like constraints, for the purpose of opening up a property for surveyor teams; or engineers or health department personnel to accomplish soil suitability evaluations. Underbrushing to improve visual appearance shall not be undertaken unless approved as a part of project permitting. Maintenance underbrushing is permissible if accomplished within this guidelines. Nothing herein shall be construed as preventing the removal of junk, debris or abandoned structures, fences, and the like from the buffer area in the interest of aesthetic improvement.

In the absence of adequate natural vegetation to effect the buffer required herein, the developer shall be required to plant trees, bushes or shrubs for a minimum depth of fifty (50%) percent of the setback from Table 1 or ten (10') feet, whichever is greater, inward from the development property line to achieve the required buffer. The type, height and density of planted vegetation shall be approved by the Development Review Committee.

When roads or dedicated or covenanted, open space or passive recreation areas exist between the property lines of existing and proposed land uses, no buffer area shall be required.

In the case of planned unit developments, the specific requirements for setbacks and buffering shall apply to the perimeter of the PUD only and does not apply to individual development sites or tracts within the overall PUD consistent with the intent and spirit of these provisions.

The balance of the setback area required in Subpart (A) of this Section not reserved as buffer area may be utilized in the site development for roads, parking, drainage facilities and recreational amenities ancillary to the development.

Electrical, telephone, gas, water supply and sewage disposal and other utilities may be constructed in the required buffer area and after installation of such services and to meet the requirements of this Section, the developer shall be required to restore the buffer area as approved by the County.

(E) **Open Space Standards**

Open space as required herein shall mean all areas not utilized for buildings, sidewalks, roads and parking. Areas qualifying as open space are landscaped areas, lagoons, pond and lakes, natural freshwater wetlands, dedicated wildlife preserves, buffer areas required in Subpart (B) and ancillary recreational amenities such as swimming pools, tennis courts, and golf courses.

Required open space as shown in Table 3 shall be computed as the aggregate sum of the respective open space percentages computed for the various designated land uses and densities within the overall PUD. The total open space required may be provided anywhere within the boundaries of the PUD.

In the case of development fronting on tidal wetlands, the developer may utilize a portion of the wetlands, for which title is held, to meet up to seventy-five (75) percent of the open space required in Table 3. The Open Space Credit may not exceed the total amount of the wetlands for which title is held.

Example: Development tract size (including wetlands) equals seven acres

High Ground	= 6.00	Acres
Wetlands	= 1.00	Acre
Proposed Density	= 9.00	Du./acre
Required Open Space from Table 3 40% x 7 acres	= 2.80	Acres
Total Open Space Required	= 2.80	Acres
75% Credit for Wetlands 2.18 Acres. Wetlands Held	(1.00)	Acres
Open Space Required on High Ground	1.80	Acres

TABLE: 3

Percent Open Space Required By Land Use and Density

(1)	Residential	
(a)	Single Family Less Than 10 Acres	N/A
(b)	Single Family Greater Than 10 A	10%
(c)	Multi-Family 2 du/acre	20%
	Multi-Family 3 - 8 du/acre	30%
	Multi-Family 9 - 15 du/acre	40%
	Multi-Family 16 & Up du/acre	50%
(2)	Institution	15%
(3)	Commercial	15%
(4)	Industrial	20%
(5)	Hotel/Motel (Equivalent of 40% of a Residential Unit)*	

*Required open space percentage of total hotel/motel tracts is computed by dividing the hotel/motel units per acre by 2.5 and applying the resultant residential density requirement.

Example: Hotel development at 30 units/acre. Take 30 du/acre divided by 2.5 which equals 12 du/acre or 40% open space required.

(F) Telecommunications Towers

The distance from the base of a telecommunications tower to any existing residential structure must be no less than the tower height plus five (5') feet for self-supporting towers

and no less than the guy anchor radius (distance from tower base to anchor) or seventy (70%) percent of tower height, whichever is larger, plus five (5') feet for guyed towers.

Telecommunications towers shall be set back from each property line according to the category in which the land use (as defined in Section 5.2.9(A) above) of the adjoining property falls. In Table 4, below, Category I includes all residential uses (LR, MR, IR, HIR) plus major thoroughfares; Category II includes hotels, motels, vacant property (unless preliminary or final approved plans indicate another classification), agricultural uses, institutional and public uses and roadways other than major thoroughfares; Category III includes commercial and industrial uses. Towers must be set back a distance equal to the lesser of the percentage of tower height specified in Column A or the number of feet specified in Column B, with a minimum setback of thirty (30') feet from all property lines and roadway rights-of-way. The minimum setback from the right-of-way of major thoroughfares is fifty (50') feet.

TABLE: 4

(Setbacks for Telecommunications Towers from property lines)

Land Use	A	B
Category I	50%	200'
Category II	25%	100'
Category III	10%	40'

In order to screen the tower from adjacent properties and roadways a planting strip at least twenty (20') feet in width, starting at the property line shall be installed with at least one row of evergreen trees. These trees shall measure at least one (1") inch in diameter three (3') feet above grade when planted, shall be spaced not more than twenty (20') feet apart, and shall have an expected height of at least forty (40') feet at maturity. The Development Review Committee, at its discretion, may relax the one (1") inch standard where certain species, such as pine, are normally planted as smaller saplings, and the twenty (20') foot standard where certain species, such as live oak, develop a larger canopy width at maturity. The selection of tree species and their arrangement within the planting strip shall be approved by the Development Review Committee. Installation of new planting will not be required in those places where the Development Review Committee determines that the presence of existing vegetation or structures is sufficient to screen the tower. The purpose of this paragraph is to provide for a continuous landscaping screen around the property with maximum canopy height.

All tower supports and guy anchors must be located within the property and set back a minimum of twenty (20') feet from the property line.

Section 5.2.10 Declaration of Land Use and Density

No development shall be undertaken except where master plans, site plans or plats have been submitted to and approved by the County clearly denoting all proposed use of the land and the maximum density or size of such uses thereon.

Such declared uses, density and size shall not deviated from until such proposed changes are submitted to and approved by the County.

Undesignated areas on master plans, site plans or plats shall be considered as open space and any proposed use thereof, other than open space, shall be submitted to and approved by the County.

Section 5.2.11 Special Nuisances

The following uses of land, buildings, and structures within the County are deemed to constitute special nuisances which would endanger the health, safety, and welfare of residents and property owners in the County and shall only be permitted in accordance with the provisions of Section 5.2.12.

(A) Other than normal, acceptable businesses which have a history of safety and regulation, such uses that create a risk of fire, explosion, noise, radiation, injury, damage or other physical detriment to any person, structure or plant growth beyond the boundaries of the premises on which such use is located.

(B) Racing tracks for automobiles, motorcycles, grand prix midget racers, go-carts and similar activities.

(C) Commercial amusement parks, ferris wheels, roller coasters, water slides, carnival rides and carnival-like activities except those nonprofit organizations, agricultural or institutional fairs, displays and games in place and operated at special times of the year for thirty (30) days or less.

(D) Commercial wild animal parks, alligator farms and other animal displays and use activities requiring admission for entry; provided, however, that this provision shall not apply to a marine ecology center or aquarium, animal protection shelter, kennels, dog or horse training facilities, boarding and riding stables or similar educational facilities, provided they do not create a nuisance beyond the property boundary.

(E) Businesses such as junkyards, salvage material yards, open storage yards supplies and equipment in disarray, solid waste landfill areas, depositories for nuclear waste, chemicals or other industrial or agricultural wastes.

(F) Any use causing or resulting in the emission of toxic or corrosive gases, radiation, interference with television or radio reception, or other physical or electronic disturbance perceptible beyond the boundaries of the premises on which such use is conducted.

(G) Any light or source illumination either interior or exterior that casts disturbing rays or creates glare so as to constitute a nuisance to nearby residences or creates a hazard by impairing vehicular driver vision.

(H) Such special nuisances as defined above which result in the production or discharge of smoke or other air contaminates as dark or darker in shade than as designated as No. 2 on the Latest Edition Ringlemann Chart as published by the United States Bureau of Mines for a period or periods aggregating more than three (3) minutes in any one hour.

(I) Such special nuisances as defined above which result in the production or discharge of offensive odors exceeding the standards established by Table III (Odor Threshold) in Chapter 5 of Manufacturing Chemists Association, "Air Pollution Abatement Manual," Latest Edition.

(J) Such special nuisances as defined above which result in the production of noise levels in excess of sixty (60) dBA measured at the property line.

Section 5.2.12 Special Nuisance Standards

(A) All land uses and land use activities outlined in Section 5.2.11 (A) through (E) shall be screened from view from any public highway, street or road, adjacent existing and approved residential uses and institutional uses such as churches, schools, cemeteries and libraries. Required screening and buffering may be accomplished with natural and/or landscaped plantings or combination thereof, including berms, walls or fencing that effectively prevent from view the nuisance. Approved residential uses as described herein shall mean those residential uses shown on plans on file in the office of the Beaufort County Zoning and Development Administrator having either preliminary (including master plan approval) or final plan approval under the provisions of this Ordinance.

(B) The applicant shall demonstrate through design and the use of plantings, wall, buffers, setbacks and the like compliance with radiation, light, smoke, odor and noise provisions as established in Section 5.2.11 (F), (G), (H), (I), and (J).

(C) Exceptions to the smoke, odor and noise standards prescribed in Section 5.2.11 (H), (I), and (J) is hereby made for certain temporary activities such as construction, land clearing, special events and the like where, owing to the nature of such activity, temporary nuisance is unavoidable.

(D) Exception to the noise level prescribed in Section 5.2.11 (J) is hereby made for publicly owned airfields and landing strips.

Section 5.2.13 Fire Safety Standards

The Fire Safety Standards prescribed herein shall be in accordance with Beaufort County Ordinance 89/5, as amended, other life, fire, building and safety codes that are adopted by Beaufort County and the State of South Carolina and shall apply to all development activity.

The local Fire Official having jurisdiction shall review all new development for compliance with fire and life safety standards of Beaufort County.

(1) **Water Supply for Fire Protection**

All new development serviced by a public or quasi-public water system and approved by the South Carolina Department of Health and Environmental Control shall provide firefighting capability through the provision and placement of fire hydrants and adequate flow pressure. The location and spacing of hydrants shall be as follows:

(a) Subdivision. Fire hydrants shall be required for all subdivision of property except single-family subdivisions of four (4) lots or less. Hydrants shall be placed along streets and roads at intervals not to exceed one thousand (1,000') feet. In no case shall the nearest property line of a subdivided lot exceed five hundred (500') feet from a fire hydrant.

(b) All Premises where buildings or portions of buildings, other than one or two family dwellings, are located more than one hundred fifty (150') feet from a public or quasi-public water main shall be provided with approved fire hydrants connected to a water system capable of supplying the required fire flow unless the fire district has approved an alternate fire protection plan. The location and number of such on-site hydrants shall be as designed by the Fire Official with the minimum arrangement being so as to have a hydrant available for distribution of hose to any portion of any building on the premises at distances not exceeding five hundred (500') feet. Commercial buildings existing prior to adoption of this section shall not be required to meet Fire Safety Standards for approved changes which do not involve or affect the structure(s). Refer to Article II, "Non-Conforming" for other requirements."

(2) Alternative Water Supply. An alternative method of water supply for fire protection can be utilized if first approved by the local Fire official. The alternative method shall provide a degree of fire protection that is at least equivalent to that required by the adopted codes. In rural areas that have no suitable public or quasi-public water system available, water supply for fire protection shall be provided that complies with National Fire Protection Association 1231 as a viable alternative method of providing the required fire flow.

(3) **Other Conditions for Water Supply.** In the event that required water supply will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as result of any action on the part of the property owners, an enforcement of this standard would result in unusual and undue hardship, the local Fire Official may approve alternate protection systems.

(B) **Development Plan Review**

The local Fire Official having jurisdiction shall review development site plans of all proposed development as it relates to fire and life safety standards contained in this section.

Prior to the final plan approval, the local Fire Official shall make written recommendations to the Development Review Committee indicating approval of the design as submitted or delineating needed design changes consistent with fire and life safety standards and practices.

The local Fire Official shall inspect the completed development site for compliance with the approved plans and submit his findings to the Zoning and Development Administrator prior to issuance of a Certificate of Compliance.

(C) **Building Height Restriction**

In the interest of fire safety and local firefighting capability, no building shall be constructed that is taller than the safe ladder capability of the local Fire Department, unless it is deemed as a high rise structure and meets all the codes and regulations for a high rise building as defined under applicable section of the current edition of the Standard Building Code.

(D) **Emergency Vehicular Access**

No development shall be constructed in any manner so as to obstruct emergency vehicular access to the development property or associated buildings and structures.

To insure that access will not be impaired in any emergency situation, attention should be given to the design and layout of such features as signs, fences, walls, street intersections and curves, parking lots, sidewalks, ditches, lagoons, recreational amenities, landscaping and maintenance of roads.

Section 5.2.14 Access to Development

(A) While it is the intent of this Ordinance that all property proposed for development have legal and adequate access to public thoroughfares, it is recognized that often times such legal right of access may not be clearly established at the time of proposed development activity. For development activity not involving the sale of lots or residential units to consumers, the concern over questionable legal access is not as great except that such proposed development may impact other property across which access to the development depends.

It is, however, of great concern that projects proposed for the sale of lots or dwelling units to consumers have clear legal access to avoid potential legal litigation involving unsuspecting consumers.

To this end, all applicants for development approval on property not immediately contiguous to deeded public rights-of-way shall submit.

(1) Copies of recorded deeds, plats and easements clearly documenting access to the development property or,

(2) In the absence of such recorded documents, evidence that reasonable effort has been made to acquire necessary easements from property owners whose lands over which access is dependent, and

(B) Development involving the sale of lots, tracts, or units for which the provisions of subpart (A) (1) of this section cannot be met must include on the face of recorded plats and surveys and in the body of associated deeds, master deeds, covenants and restrictions the following disclosure:

Disclosure Statement

"It has been determined by Beaufort County that access to all lots or units contained in this development is not clearly and legally established or defined at the time of approval of this development for construction and sale of lots or units to the general public."

For development not involving the sale of lots or units which cannot meet the provisions of subpart (a) (1) of this section, the Zoning and Development Administrator shall send notice of development intent by certified mail to all affected property owners, whose land over which access to the proposed development property is dependent, at least fourteen (14) days in advance of scheduled project review.

(C) The Zoning and Development Administrator shall review all applications for physical adequacy of access on a case-by-

case basis and may deny development approval where access is inadequate for emergency vehicles or users may experience unwarranted inconvenience.

Section 5.3 Home Occupation Standards

Section 5.3.1 Definition

The term home occupation shall mean an occupation conducted in a dwelling unit by the resident family.

Section 5.3.2 Conditions

A home occupation may be permitted under the following conditions:

(A) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes.

(B) No accessory building or out-structure shall be used in conjunction with the home occupation.

(C) No more than two (2) employees other than members of the resident family shall be engaged in such home occupation.

(D) Not more than twenty-five percent (25%) of the floor area of the dwelling unit shall be used in the conduct of the home occupation.

(E) There shall be no change in the outside appearance of the dwelling or the premises or any visible evidence of the conduct of the home occupation other than one (1) sign not exceeding one (1) square foot in area, non-illuminated.

(F) No traffic shall be generated in greater volumes than normally expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met by off-street parking and not in the required front yard.

(G) Normal business operating hours shall be limited to 8:00 a.m. to 6:00 p.m. Businesses that operate between the hours of 6:00 p.m. and 6:00 a.m. shall be of a type that is quiet in nature such as clerical, bookkeeping, accounting, computer, etc.

(H) No equipment or process shall be used which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premise or cause fluctuation of line voltage off the premises.

(I) There shall be no outside display of goods or commodities visible from the street or adjacent residential properties.

(J) A home occupation shall not be considered to include experimentation that may involve the use of chemicals or other substances which may create noises, odors, or hazards to the health, safety and welfare of the neighborhood.

ARTICLE VI

DEVELOPMENT PERMITS

Section 6.1

No development shall be undertaken within Beaufort County except in accordance with the procedures established in this Ordinance.

Section 6.2 Development Exempt from Permit

The following types of development shall be exempt from obtaining a development permit under the provisions of this Article. These developments are, however, subject to the provisions of Article Four of this Ordinance. Compliance with the provisions of Article Four of this code is checked off as part of the administrative process of obtaining a Beaufort County building permit from the County Department of Building Inspections.

(A) Any single-family residential structure (including a mobile home) on an individual parcel, tract, or lot of record, or on a lot within a platted subdivision existing prior to the adoption of this Ordinance or approved under this Ordinance.

(B) The construction or addition of single-family residential units on family property for occupancy by members of the same family. Applications must be accompanied by a signed statement indicating that the property is family land and existing or proposed occupancy by family members only.

(C) Accessory uses incidental to the enjoyment of a single-family residential structure (i.e., detached garage, swimming pool, pump house and private use fish ponds) where no materials are removed from the property.

(D) Any structure or use expressly approved as integral to a development permitted in accordance with the provisions of this Article.

(E) The owner or operator of harvesting or cutting of timber in tree farms, designated timber areas, and forest management areas shall be exempt from a Development Permit, providing that, the owner/operator shall notify, in writing, the County Zoning and Development Administrator no less than five (5) days prior to the cutting of timber with a statement indicating the site location, estimated number of acres to be harvested, and dates the cutting will occur and a statement that the harvesting or cutting of trees is not being undertaken with any contemplation of other or further development of the land. At no time shall this timber cutting provision be construed as an exemption from a permit as required for site development and/or construction or other use of the land after timber harvesting.

(F) Farming and other agricultural uses of land including operations incidential to the farming of land.

Section 6.3 Development Subject to Permit

No development unless expressly exempted in Section 6.2 shall commence without a permit approved by the Beaufort County Development Review Committee in accordance with the provisions of this Article.

Section 6.4 Approval by Development Review Committee

The Zoning and Development Administrator shall not issue a development permit under the provisions of this Article without the expressed approval of the Development Review Committee.

Section 6.5 Conditions for Development Plan Approval

If the conditions set forth in this section are satisfied, the Development Review Committee shall approve the development plan and direct the Zoning and Development Administrator to issue a permit. Said permit shall authorize the applicant to:

(a) Record a subdivision plat, were appropriate.

(b) Commence all improvements to the land and the construction of all support facilities as specified by the permit.

(c) Commence the construction of all buildings and facilities shown by the development plan as specified by the permit.

Section 6.5.1

The following conditions shall be met prior to development plan approval: (Phased-planned developments shall be treated, insofar as this section is concerned, by phases, not withstanding general approval of the entire plan).

(A) The applicant has complied with the procedures of this Ordinance and has furnished all information and data expressly required by this Ordinance.

(B) The development plan complies, as a whole, or in the case of phased-planned developments, in relevant part with the provisions of Article Four and Article Five of this Ordinance.

(C) The applicant has satisfactorily demonstrated his ability and intent to complete the proposed development and to meet all obligations agreed to or incurred as a result of conformance with this Ordinance within a reasonable time period and in accordance with all conditions of the permit.

(D) The applicant has established adequate legal safeguards to ensure compliance with the approved development plan and to provide for adequate management of the development regardless of future ownership or control of the land or facilities thereon.

(E) The applicant has given legal guarantee (where applicable) of the installation and maintenance of water systems, sewer systems, drainage systems, street systems and open space areas and any other improvements indicated on the final plat in lieu of actual construction of improvements prior to final approval. Such guarantees are applicable only to residential developments involving the sale or other transfer of lots, building sites or buildings.

Guarantees may be in the form of:

(1) Letter of commitment from a public agency providing service (such as a municipality or public service district providing the water or sewer systems).

(2) Dedication to and acceptance by the County of permanent public maintenance of streets and/or drainage systems or open space areas.

(3) Establishment of an automatic homeowners association.

(4) Irrevocable, unconditional bank letter of credit.

(5) Cashiers check payable to Beaufort County.

(6) Any other means acceptable to the Beaufort County Council.

(F) For all time-sharing (internal ownership) units, the developer must show, prior to commencement of sales, a financial plan demonstrating its capacity to fund maintenance and other preferred services.

(G) Prior to submitting plans for preliminary plan approval on a project containing an element critical to that development involving other agencies including, but not limited to, the South Carolina Coastal Council, Army Corps of Engineers and DHEC, the applicant shall seek preliminary comments from such agencies regarding:

(1) Protection of water quality in adjacent waterways and wetlands;

(2) The long-term operating viability of any mechanism or process associated with the element. Comments from the respective agencies will be required, in writing, at the time of preliminary plan submission.

Section 6.6 Adjustments

The Board of Adjustments and Appeals may grant, in specific cases, relief from the expressed provisions of this Ordinance, where, owing to special conditions, a literal enforcement of the provision would in an individual case, result in unnecessary and unusual harship (not to include economic considerations). Zoning amendments are not within the preview of this action.

Section 6.7 Denial of Permit

Development Review Committee shall deny approval of a development permit only if it finds that the proposed development does not comply with the expressed provisions of this Ordinance.

Section 6.8 Rights Attaching to Development Permits

Changes to this Ordinance which become effective after an application for a development permit has been filed, but before the permit has been granted, apply to the pending application unless it is determined that the Ordinance change would place a unique hardship on the applicant in having to modify the application to conform with the change.

A change in this Ordinance, which becomes effective after a development permit has been granted, shall not apply to the permitted development unless such permit shall have expired as provided for in Section 6.9 of this Ordinance.

A development permit is assignable, but an assignment does not discharge any assignor or assignee from the requirements of the approved permit or from any obligation owed to the County in connection with the development unless the Development Review Committee approves the discharge of obligations.

Section 6.9 Expiration of Development Permit

Any permit approved under the provisions of this Article shall become invalid two (2) calendar years from the date of its issue unless:

(A) Otherwise specified by the permit.

(B) The subdivision plat has been recorded.

(C) An appreciable amount of improvement or development of the land has commenced in accordance with the approved permit as determined by the Development Review Committee, which in the case of phased developments shall be understood as improvement or development of the permitted phase of such development.

The Development Review Committee may grant one (1) extension for a period of a one (1) calendar year upon written request of the applicant.

Section 6.10 Revocation of Development Permit

Any permit approved under the provisions of this Ordinance may be revoked by the County upon determination that conditions related to a development activity permitted have changed or been altered from that which was approved for the particular permitted development or which is not in compliance with the provisions of this Ordinance.

Revocation of a development permit immediately ceases all authorized construction, work or sales associated with the development activity.

The developer shall be notified in writing of permit revocation and may apply for reinstatement of the permit by correcting the deficiency for which revocation action was taken.

Section 6.11 Public Dedication of Improvements

A developer may, at his option, choose to dedicate for permanent public ownership and maintenance road, drainage, water and sewer systems within developments involving the sale of lots, units or building sites to consumers.

Upon the filing of any plan, all intended offers of public dedication must be formally expressed in writing, setting forth clearly the improvements to be dedicated and government body or agency to which dedication is to be made. The Zoning and Development Administrator will forward such notices of intent to the appropriate agency for which dedication is intended and advise the applicant of persons to contact regarding required specifications and conditions to be met prior to formal acceptance.

With the filing of a final plan application, the developer shall submit final plans and design specifications required by agencies to which dedication is intended and receive final design approval from such agencies.

Following final plan approval by the Development Review Committee, construction of required improvements may commence and upon completion of construction, the developer shall contact the agencies to which dedication is intended for final inspection prior to acceptance.

Upon certification for acceptance by the appropriate agency official, the developer shall prepare necessary plats, easements, or deeds as required and obtain final acceptance by the County Council of the dedicated improvement.

In the event of non-acceptance of the completed improvement for public ownership and maintenance, the developer shall submit and obtain approval of an alternate method of ownership and maintenance of improvements.

No lot, unit or building site may be sold until offers of public dedication have been formally accepted or alternate methods of ownership and maintenance of required improvements have been approved and legally established except that the developer may, at his option, post a maintenance bond with the County, in an amount sufficient to maintain the improvements as determined by the County Engineer.

With the posting of such bond, the developer may record appropriate plats and sell platted lots, units or building sites while completing the process of public dedication or establishment of alternate methods of ownership and maintenance of required improvements.

REZONING APPLICATION FOR
DEL WEBB COMMUNITIES, INC.

I. PROJECT INTRODUCTION

Del Webb Communities, Inc. is requesting the rezoning of 377.94 acres known as the Bull Hill Tract, from Rural–Agricultural District (RAD) to Planned Unit Development (PUD). The request is to include the 378 acre parcel in the approved Del Webb PUD with all of the design elements and conditions. The master plan for the area known as Argent III of the original Del Webb PUD is modified in this request to incorporate the additional property.

Del Webb has a master plan for 5,250 acres approved by both Beaufort and Jasper Counties. The Bull Hill Tract is an outparcel to the portion of the development south of U.S. Highway 278. The affect of approving this Rezoning Application will be to expand the original Del Webb PUD Zoning District to include the Bull Hill Tract. Except as specifically modified by this request, the design standards, terms and conditions of the original Del Webb PUD Zoning District shall apply to all aspects of development within the expanded Del Webb PUD Zoning District, including the Bull Hill Tract. To achieve that result, the entire Del Webb PUD Zoning Approval, as approved by Beaufort County Ordinance No. 93–36, on December 16, 1993, is hereby incorporated into this Application by reference.

II. DEVELOPMENT TEAM

APPLICANT:	Del Webb Communities, Inc.	Mr. Dennis Wilkins Mr. Jon Donnell Mr. Dave Kay
LAND PLANNING:	Edward Pinckney/Associates, LTD.	Mr. Ed Pinckney Mr. Truitt Rabun Mr. Patrick Rooney
ENGINEERING:	Thomas & Hutton Engineering Co.	Mr. William G. Foster, Sr. Mr. Samuel G. McCachern Mr. Benny K. Jones, Jr.
GOLF COURSE ARCHITECTS:	McCumber Golf, Inc.	Mr. James McCumber Mr. Michael Beebe
ENVIRONMENTAL CONSULTANTS:	Newkirk Environmental Consultants	Mr. Duncan Newkirk Mr. Steve Nichols Mr. Ken Hance
ARCHAEOLOGICAL CONSULTANTS:	Brockington & Associates	Dr. Eric Poplin
FORESTRY CONSULTANTS:	Milliken Forestry Co., Inc.	Mr. William Milliken
TRAFFIC ENGINEERS:	Kirkham Michael and Associates	Mr. James Book
GEOTECHNICAL CONSULTANTS:	Whitaker Laboratory	Mr. Joe Whitaker
LANDSCAPE ARCHITECTS:	Wood and Partners, Inc.	Mr. Perry Wood Mr. Ed Evans Mr. Bruce Boysen
LEGAL:	McNair & Sanford, PA	Mr. William S. Rose, Jr.
	Law Office of Mr. Lewis J. Hammet	Mr. Lewis J. Hammet
	Vaux & Marscher, PA	Mr. Robert S. Vaux
	Jones, Scheider, & Patterson	Mr. William W. Jones

III. EXISTING CONDITIONS

The subject property is located along S.C. Highway 170 in the Bluffton Township. The parcel is bounded by Del Webb Communities, Inc.'s planned unit development on three sides. the property is owned by a group of family members represented by Mr. Charles L. Sparkmann, Esq. A letter from Ms. Dorothy M. Helms of McNair and Sanford explains the authority under which Del Webb submits this rezoning request. **(EXHIBIT A)**

A boundary plat of the Bull Hill Tract is enclosed as **EXHIBIT B**. The plat contains the following information about the property:

(a) Vicinity Map
(b) Boundary and dimensions
(c) Existing streets
(d) Adjacent property owners
(e) Existing easements
(f) Existing structures
(g) Existing freshwater wetlands

A boundary of the Del Webb PUD is enclosed for reference.

Freshwater wetlands on the property were delineated by Newkirk Environmental Consultants, Inc. and surveyed by Thomas & Hutton Engineering Co. The U.S. Army Corps of Engineers has reviewed the delineation in the field. **EXHIBIT C** is a letter on the wetland delineation.

The property is undeveloped at this time. The natural features are characteristic of the low country. Elevations range from 15 to 40 feet above mean sea level. Tree coverage is planted pine. **EXHIBIT D** is an aerial photograph of the Del Webb property including the Bull Hill tract. The rows of planted pine are easily seen on the photograph.

There are three adjacent property owners to the Bull Hill tract. Union Camp Corporation, Del Webb Communities, Inc., and St. Luke's Methodist Church. The property owned by Union Camp Corporation is part of the Del Webb PUD. Del Webb owns property on the northern boundary where development is currently underway. The St. Luke's Methodist Church property has two structures and a cemetery.

MCNAIR & SANFORD, P.A.
ATTORNEYS AND COUNSELORS AT LAW

NATIONSBANK TOWER/1301 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

MAILING ADDRESS:
POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE 803/799-9800
FACSIMILE 803/799-9804

CHARLESTON OFFICE
140 EAST BAY STREET
POST OFFICE BOX 1431
CHARLESTON, SC 29402
TELEPHONE 803/723-7831
FACSIMILE 803/722-3227

GEORGETOWN OFFICE
121 SCREVEN STREET
POST OFFICE DRAWER 418
GEORGETOWN, SC 29442
TELEPHONE 803/546-6102
FACSIMILE 803/546-0096

GREENVILLE OFFICE
NATIONSBANK PLAZA
SUITE 601
7 NORTH LAURENS STREET
GREENVILLE, SC 29601
TELEPHONE 803/271-4940
FACSIMILE 803/271-4015

RALEIGH OFFICE
234 FAYETTEVILLE STREET MALL
SUITE 100
POST OFFICE BOX 2447
RALEIGH, NC 27602
TELEPHONE 919/755-1800
FACSIMILE 919/890-4180

SPARTANBURG OFFICE
SPARTAN CENTRE/SUITE 306
101 WEST ST. JOHN STREET
POST OFFICE BOX 5137
SPARTANBURG, SC 29304
TELEPHONE 803/542-1300
FACSIMILE 803/542-0705

WASHINGTON OFFICE
MADISON OFFICE BUILDING
SUITE 400
1155 FIFTEENTH STREET, NORTHWEST
WASHINGTON, DC 20005
TELEPHONE 202/659-3900
FACSIMILE 202/659-5763

August 23, 1994

VIA FACSIMILE

Samuel G. McCachern
Thomas & Hutton
P. O. Box 14609
Savannah, GA 31416

Re: Del Webb/Bull Hill

Dear Sam:

Per your request, I have reviewed the agreement between the owners of Bull Hill, Charles L. Sparkman et al., and Del Webb Communities, Inc. Under the terms of that agreement, Del Webb Communities, Inc. is permitted to apply for and pursue a change of the zoning designation on Bull Hill to a PUD provided that the change does not become effective until the closing actually takes place. The specific language of the agreement is set forth as follows:

> Owners agree that Buyer shall be permitted, during the term of this Agreement, to apply for and pursue a change of zoning designation in order to have the Property designated with a "PUD" designation; provided, however, that such change in zoning shall not become effective until such time as closing has occurred and Buyer has taken title to the Property.

You have my permission to furnish a copy of this letter to the appropriate governmental authorities in connection with the rezoning.

Yours truly,

Dorothy M. Helms

Dorothy M. Helms

DMH:tg

COLA:151469

EXHIBIT C

00135

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 919
CHARLESTON, S.C. 29402-0919

REPLY TO
ATTENTION OF

August 25, 1994

Regulatory Branch

Mr. Stuart Sligh
Newkirk Environmental Consultants, Inc.
329 Eisenhower Drive, Suite B-200
Savannah, Georgia 31406

Dear Mr. Sligh:

This is in response to your letter dated June 22, 1994, with an enclosed survey plat prepared by Thomas & Hutton Engineering Co., dated May 26, 1994, and entitled "Boundary & Wetlands Bull Hill Plantation, Beaufort County, South Carolina."

This plat depicts a wetland boundary as established by your firm. You have requested that this office verify the accuracy of this wetland mapping as a true representation of wetlands within the regulatory authority of this office. The property in question is owned by Del Webb, Inc., and is a 377.94 acre tract located along Highway 170 between Highways 278 and 46, Beaufort County, South Carolina, and contains 62.57 acres of wetlands.

Based on an on-site inspection and aerial photo review, it has been determined that the wetland boundary is an accurate representation of wetlands within our regulatory authority.

In future correspondence concerning this matter, please refer to SAC-81-94-1004(J). You may still need State or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management (OCRM). A copy of this letter is being forwarded to the addressees listed for their information.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional wetland delineation must be conducted.

If you have any questions regarding this matter, please contact me at (803) 724-4330.

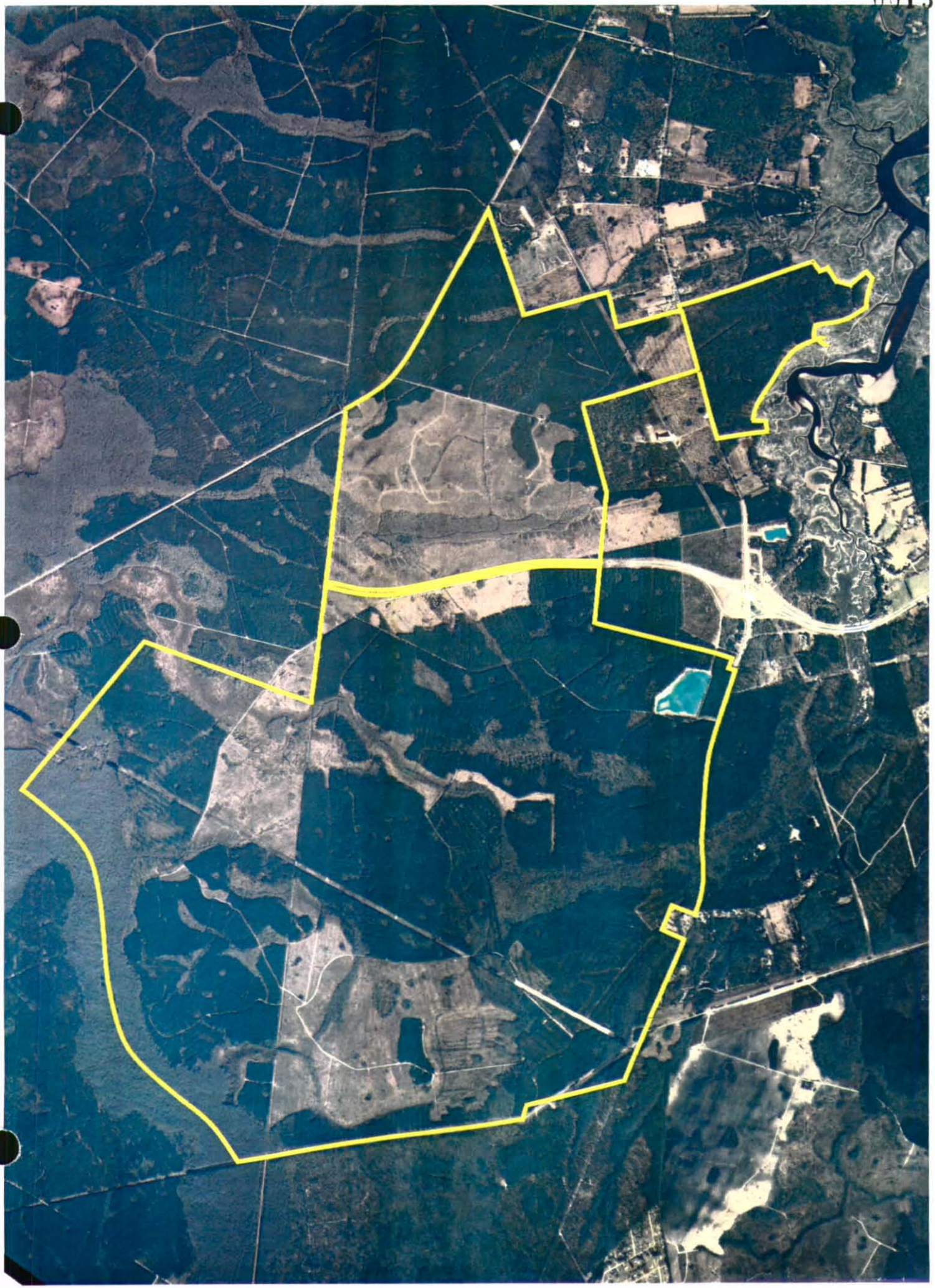
Respectfully,

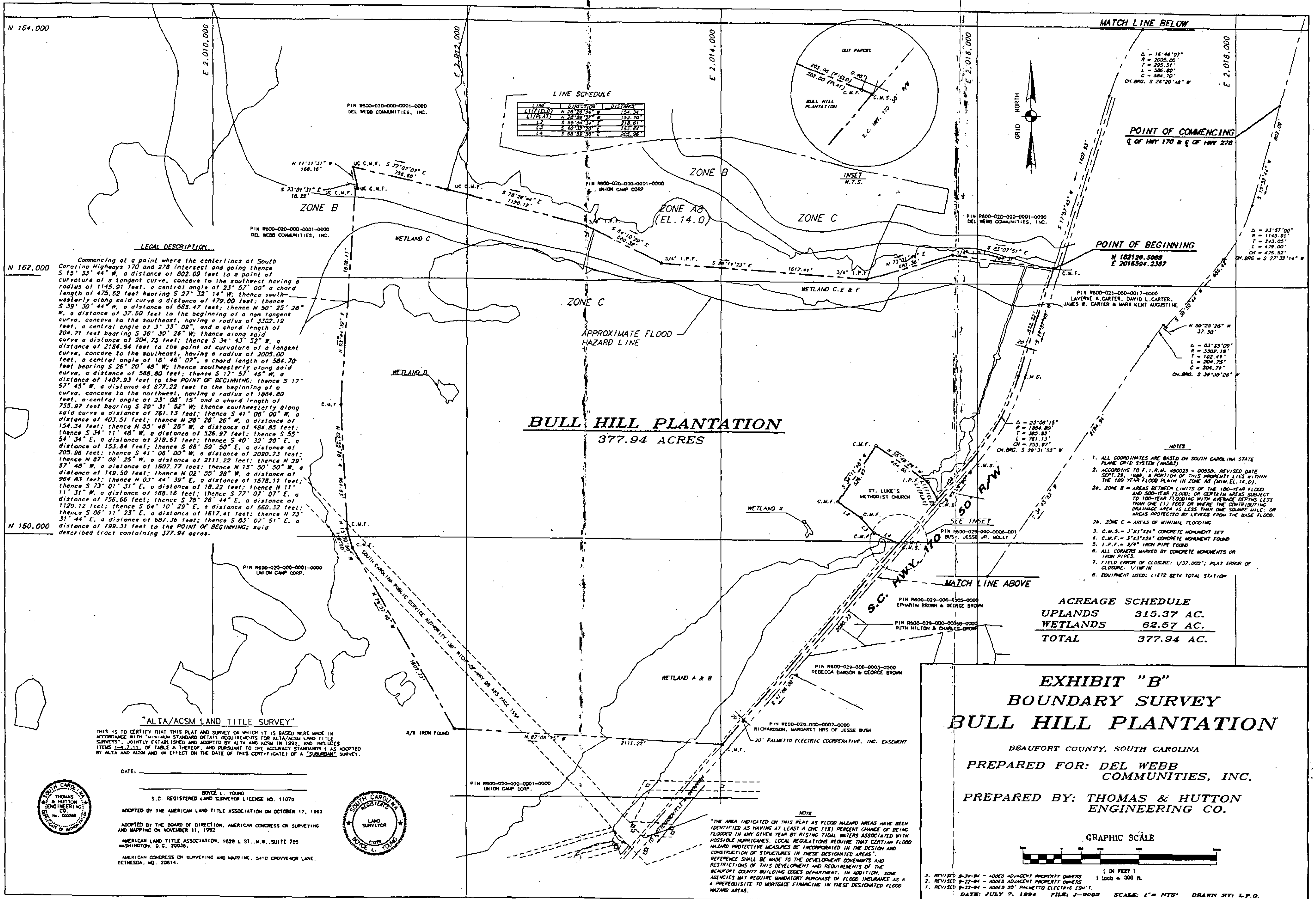
for Fred Veal
Jake Duncan
Biologist

Copy Furnished:

Mr. H. Stephen Snyder
S. C. Department of Health
and Environmental Control
Office of Ocean and Coastal
Resource Management
4130 Faber Place, Suite 300
Charleston, South Carolina 29405

South Carolina Department of
Health and Environmental Control
Bureau of Water Pollution Control
2600 Bull Street
Columbia, South Carolina 29201





LINE SCHEDULE

LINE	DIRECTION	DISTANCE
L1(FIELD)	N 28°26'25" W	154.34'
L1(PLAT)	N 28°26'25" W	153.70'
L2	S 55°54'34" E	218.61'
L3	S 40°32'20" E	153.84'
L4	S 68°59'50" E	205.96'

LEGAL DESCRIPTION

Commencing at a point where the centerlines of South Carolina Highways 170 and 278 intersect and going thence S 15° 33' 44" W, a distance of 802.09 feet to a point of curvature of a tangent curve, concave to the southwest having a radius of 1145.91 feet, a central angle of 23° 57' 00" a chord length of 475.52 feet bearing S 27° 32' 14" W; thence southwesterly along said curve a distance of 479.00 feet; thence S 39° 30' 44" W, a distance of 685.47 feet; thence N 50° 25' 26" W, a distance of 37.50 feet to the beginning of a non tangent curve, concave to the southeast, having a radius of 3302.19 feet, a central angle of 3° 33' 09", and a chord length of 204.71 feet bearing S 36° 30' 26" W; thence along said curve a distance of 204.75 feet; thence S 34° 43' 52" W, a distance of 2184.94 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 2005.00 feet, a central angle of 16° 46' 07", a chord length of 584.70 feet bearing S 26° 20' 48" W; thence southwesterly along said curve, a distance of 586.80 feet; thence S 17° 57' 45" W, a distance of 1407.93 feet to the POINT OF BEGINNING; thence S 17° 57' 45" W, a distance of 877.22 feet to the beginning of a curve, concave to the northwest, having a radius of 1884.80 feet, a central angle of 23° 08' 15" and a chord length of 755.97 feet bearing S 29° 31' 52" W; thence southwesterly along said curve a distance of 761.13 feet; thence S 41° 08' 00" W, a distance of 403.51 feet; thence N 28° 26' 26" W, a distance of 154.34 feet; thence N 55° 48' 26" W, a distance of 484.85 feet; thence S 34° 11' 48" W, a distance of 526.97 feet; thence S 55° 54' 34" E, a distance of 218.61 feet; thence S 40° 32' 20" E, a distance of 153.84 feet; thence S 68° 59' 50" E, a distance of 205.96 feet; thence S 41° 08' 00" W, a distance of 2090.73 feet; thence N 87° 08' 25" W, a distance of 2111.22 feet; thence N 29° 57' 48" W, a distance of 1607.77 feet; thence N 15° 50' 50" W, a distance of 149.50 feet; thence N 02° 55' 28" W, a distance of 964.83 feet; thence N 03° 44' 39" E, a distance of 1678.11 feet; thence S 73° 01' 31" E, a distance of 18.22 feet; thence N 11° 11' 31" W, a distance of 168.16 feet; thence S 77° 07' 07" E, a distance of 756.66 feet; thence S 76° 26' 44" E, a distance of 1120.12 feet; thence S 64° 10' 29" E, a distance of 660.32 feet; thence S 86° 11' 23" E, a distance of 1617.41 feet; thence N 73° 31' 44" E, a distance of 687.36 feet; thence S 83° 07' 51" E, a distance of 799.31 feet to the POINT OF BEGINNING; said described tract containing 377.94 acres.

BULL HILL PLANTATION

377.94 ACRES

"ALTA/ACSM LAND TITLE SURVEY"

THIS IS TO CERTIFY THAT THIS PLAT AND SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1-4,7,11, OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATE) OF A "SUBURBAN" SURVEY.

DATE: ____________________

____
BOYCE L. YOUNG
S.C. REGISTERED LAND SURVEYOR LICENSE NO. 11079

ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ON OCTOBER 17, 1992

ADOPTED BY THE BOARD OF DIRECTION, AMERICAN CONGRESS ON SURVEYING AND MAPPING ON NOVEMBER 11, 1992

AMERICAN LAND TITLE ASSOCIATION, 1828 L ST., N.W., SUITE 705 WASHINGTON, D.C. 20036.

AMERICAN CONGRESS ON SURVEYING AND MAPPING, 5410 GROVVENOR LANE, BETHESDA, MD. 20814.

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00286 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11079 BOYCE L. YOUNG

NOTE

"THE AREA INDICATED ON THIS PLAT AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE (1%) PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTIAN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS". REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE BEAUFORT COUNTY BUILDING CODES DEPARTMENT. IN ADDITION, SOME AGENCIES MAY REQUIRE MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

NOTES

1. ALL COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE GRID SYSTEM (NAD83)
2. ACCORDING TO F.I.R.M. 450025 - 0055D, REVISED DATE SEPT.29, 1986, A PORTION OF THIS PROPERTY LIES WITHIN THE 100 YEAR FLOOD PLAIN IN ZONE AB (MIN.EL.14.0).
2a. ZONE B = AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
2b. ZONE C = AREAS OF MINIMAL FLOODING
3. C.M.S.= 3"X3"X24" CONCRETE MONUMENT SET
4. C.M.F.= 3"X3"X24" CONCRETE MONUMENT FOUND
5. I.P.F.= 3/4" IRON PIPE FOUND
6. ALL CORNERS MARKED BY CONCRETE MONUMENTS OR IRON PIPES.
7. FIELD ERROR OF CLOSURE: 1/37,000'; PLAT ERROR OF CLOSURE: 1/INFIN
8. EQUIPMENT USED: LIETZ SET4 TOTAL STATION

ACREAGE SCHEDULE

UPLANDS	315.37 AC.
WETLANDS	62.57 AC.
TOTAL	377.94 AC.

EXHIBIT "B"
BOUNDARY SURVEY
BULL HILL PLANTATION

BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: DEL WEBB COMMUNITIES, INC.

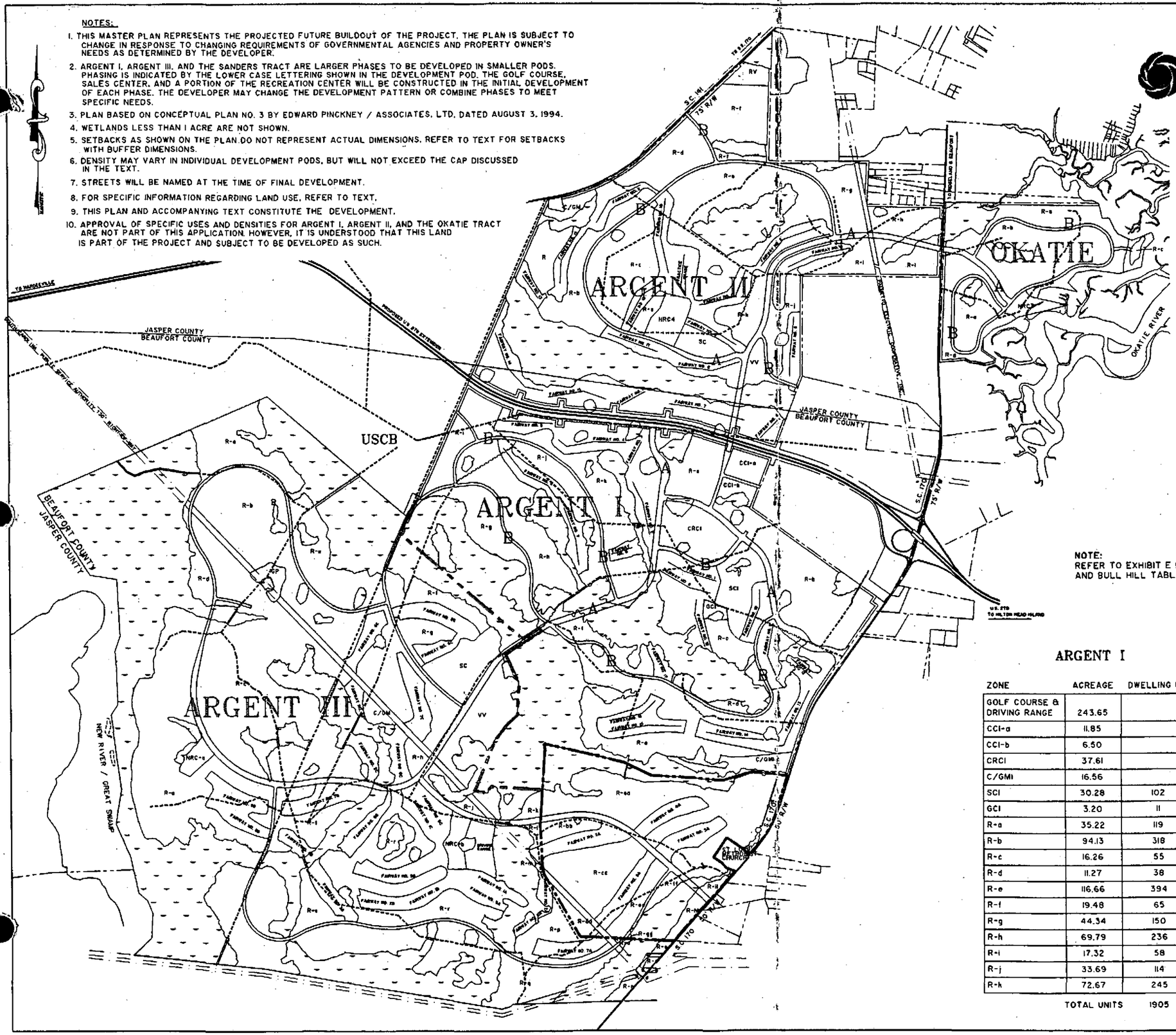
PREPARED BY: THOMAS & HUTTON ENGINEERING CO.

3. REVISED 8-24-94 - ADDED ADJACENT PROPERTY OWNERS
2. REVISED 8-22-94 - ADDED ADJACENT PROPERTY OWNERS
1. REVISED 8-22-94 - ADDED 20' PALMETTO ELECTRIC ESM'T.

DATE: JULY 7, 1994 FILE: J-9052 SCALE: 1"= NTS' DRAWN BY: L.P.O.

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. ARGENT I, ARGENT III, AND THE SANDERS TRACT ARE LARGER PHASES TO BE DEVELOPED IN SMALLER PODS. PHASING IS INDICATED BY THE LOWER CASE LETTERING SHOWN IN THE DEVELOPMENT POD. THE GOLF COURSE, SALES CENTER, AND A PORTION OF THE RECREATION CENTER WILL BE CONSTRUCTED IN THE INITIAL DEVELOPMENT OF EACH PHASE. THE DEVELOPER MAY CHANGE THE DEVELOPMENT PATTERN OR COMBINE PHASES TO MEET SPECIFIC NEEDS.
3. PLAN BASED ON CONCEPTUAL PLAN NO. 3 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 3, 1994.
4. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
5. SETBACKS AS SHOWN ON THE PLAN DO NOT REPRESENT ACTUAL DIMENSIONS. REFER TO TEXT FOR SETBACKS WITH BUFFER DIMENSIONS.
6. DENSITY MAY VARY IN INDIVIDUAL DEVELOPMENT PODS, BUT WILL NOT EXCEED THE CAP DISCUSSED IN THE TEXT.
7. STREETS WILL BE NAMED AT THE TIME OF FINAL DEVELOPMENT.
8. FOR SPECIFIC INFORMATION REGARDING LAND USE, REFER TO TEXT.
9. THIS PLAN AND ACCOMPANYING TEXT CONSTITUTE THE DEVELOPMENT.
10. APPROVAL OF SPECIFIC USES AND DENSITIES FOR ARGENT I, ARGENT II, AND THE OKATIE TRACT ARE NOT PART OF THIS APPLICATION. HOWEVER, IT IS UNDERSTOOD THAT THIS LAND IS PART OF THE PROJECT AND SUBJECT TO BE DEVELOPED AS SUCH.



NOTE:
REFER TO EXHIBIT E FOR ARGENT III AND BULL HILL TABLES.

ARGENT I

ZONE	ACREAGE	DWELLING UNITS
GOLF COURSE & DRIVING RANGE	243.65	
CCI-a	11.85	
CCI-b	6.50	
CRCI	37.61	
C/GMI	16.56	
SCI	30.28	102
GCI	3.20	11
R-a	35.22	119
R-b	94.13	318
R-c	16.26	55
R-d	11.27	38
R-e	116.66	394
R-f	19.48	65
R-g	44.34	150
R-h	69.79	236
R-i	17.32	58
R-j	33.69	114
R-k	72.67	245
TOTAL UNITS		1905

Del Webb's Sun City Hilton Head

DEVELOPMENT MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

KEY

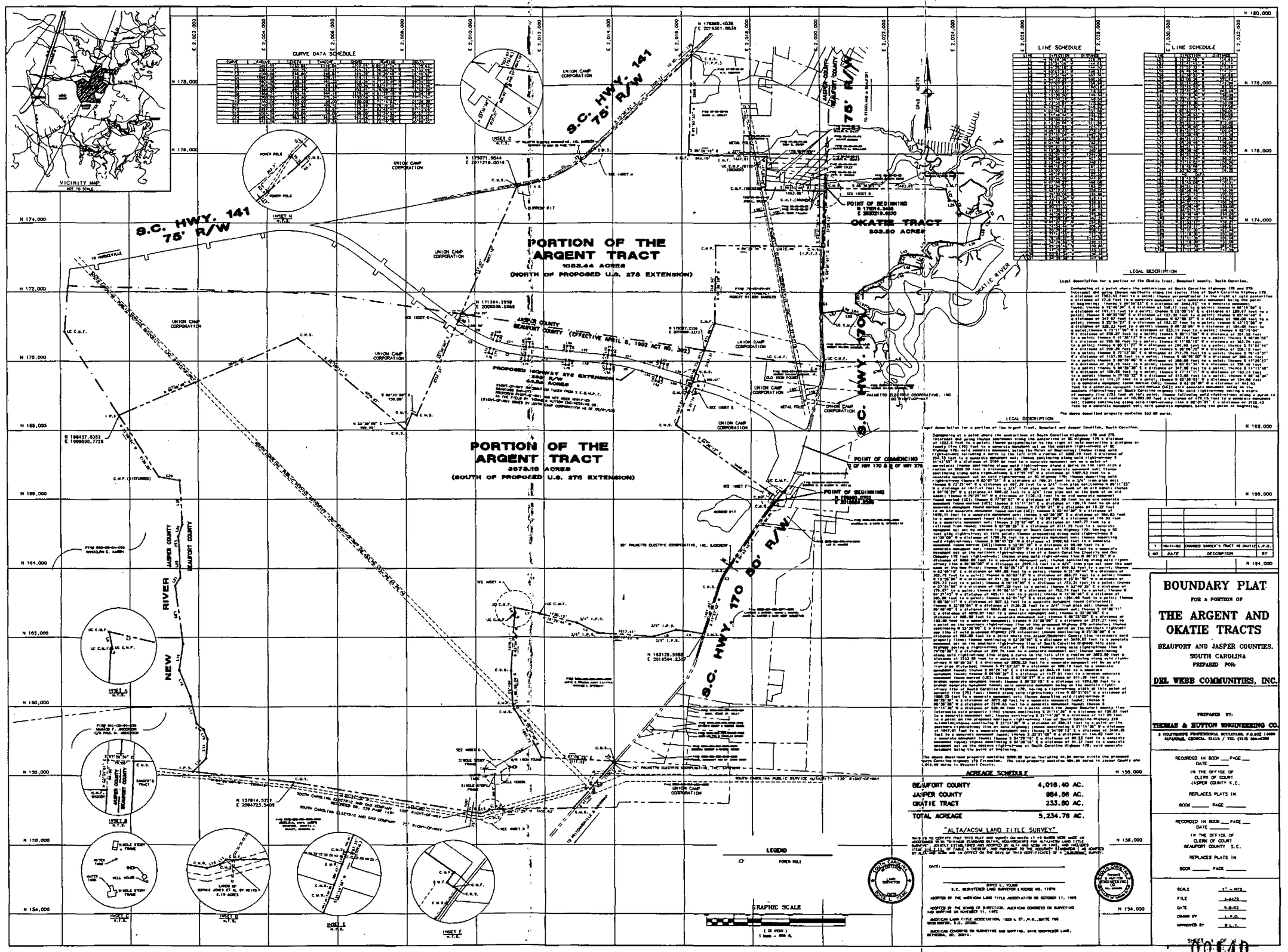
R	RESIDENTIAL
CRC	COMMUNITY RECREATION CAMPUS
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
CC	COMMUNITY COMMERCIAL
GP	GARDEN PLOTS
C/GM	COMMUNITY & GOLF MAINTENANCE
RV	RV & BOAT STORAGE
	WETLANDS
A	MAJOR COLLECTOR STREET
B	COLLECTOR STREET
	GOLF COURSE

OKATIE

ZONE	ACREAGE	DWELLING UNITS
NRC3	8.95	
R-a	45.95	161
R-b	65.80	230
R-c	2.36	8
R-d	27.00	94
R-e	23.46	82
TOTAL UNITS		575

EXHIBIT F
SCALE: 1"=2200'

00139


VICINITY MAP
NOT TO SCALE
CURVE DATA SCHEDULE
LINE SCHEDULE
LINE SCHEDULE
S.C. HWY. 141
75' R/W
PORTION OF THE
ARGENT TRACT
1052.44 ACRES
(NORTH OF PROPOSED U.S. 278 EXTENSION)
PROPOSED HIGHWAY 278 EXTENSION
200' R/W
64.54 ACRES
PORTION OF THE
ARGENT TRACT
3573.19 ACRES
(SOUTH OF PROPOSED U.S. 278 EXTENSION)
POINT OF BEGINNING
N 179814.3488
E 2030219.9970
OKATIE TRACT
233.80 ACRES
POINT OF COMMENCING
C/L OF HWY 170 & C/L OF HWY 278
POINT OF BEGINNING
OKATIE TRACT
S.C. HWY. 170 80' R/W
OKATIE RIVER
NEW RIVER
JASPER COUNTY
BEAUFORT COUNTY
UNION CAMP CORPORATION
SOUTH CAROLINA ELECTRIC AND GAS COMPANY
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY 150' RIGHT-OF-WAY
PALMETTO ELECTRIC COOPERATIVE, INC.
INSET A
INSET B
INSET C
INSET D
INSET E
INSET F
INSET G
INSET H
LEGEND
POWER POLE
GRAPHIC SCALE
LEGAL DESCRIPTION
LEGAL DESCRIPTION
ACREAGE SCHEDULE
BEAUFORT COUNTY 4,016.40 AC.
JASPER COUNTY 984.58 AC.
OKATIE TRACT 233.80 AC.
TOTAL ACREAGE 5,234.78 AC.
"ALTA/ACSM LAND TITLE SURVEY"
BOUNDARY PLAT
FOR A PORTION OF
THE ARGENT AND
OKATIE TRACTS
BEAUFORT AND JASPER COUNTIES,
SOUTH CAROLINA
PREPARED FOR:
DEL WEBB COMMUNITIES, INC.
PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
RECORDED IN BOOK ___ PAGE ___
DATE ___
IN THE OFFICE OF
CLERK OF COURT
JASPER COUNTY S.C.
REPLACES PLATS IN
BOOK ___ PAGE ___
RECORDED IN BOOK ___ PAGE ___
DATE ___
IN THE OFFICE OF
CLERK OF COURT
BEAUFORT COUNTY S.C.
REPLACES PLATS IN
BOOK ___ PAGE ___
SCALE 1" = N/A
FILE A-8423
DATE 9-8-93
DRAWN BY L.P.D.
APPROVED BY D.L.T.
SHEET 1 OF 1

00140

IV. DEVELOPMENT PLAN

Del Webb Communities, Inc.'s approved PUD and master plan has 8,000 units on the 5,200 acre site. The Bull Hill Tract will add 625 units to the 6,385 units that are in Beaufort County. The project will be developed in accordance with the revised Master Plan by Edward Pinckney/Associates, Ltd., and shown in **EXHIBIT E**. The uses planned for the Bull Hill Tract are golf and residential. The addition of 625 units on Bull Hill will yield densities that are comparable to those previously approved. The gross density of the approved PUD is 1.5 dwelling units per acre. With the addition of the Bull Hill Tract acreage and 625 units, the density of the Beaufort County portion of Del Webb's PUD remains at 1.5 units per acre.

The underlying zoning district for the property is RAD.

The use, approximate acreage and approximate number of units for each pod in Argent III and Bull Hill are shown in the following table. The pods are shown on **EXHIBIT E.** The master plan for the approved PUD is incorporated as **EXHIBIT F** for reference.

	Acreage	Dwelling Units*
ARGENT III		
Golf Course & Driving Range	264.53	--
NRC-a	7.71	--
NRC-b	10.91	--
C/GM	6.20	--
VV	42.25	--
SC	35.32	--
R-a	51.07	173
R-b	164.79	559
R-c	241.37	818
R-d	13.72	46
R-e	52.51	178
R-f	23.80	81
R-g	15.24	52
R-h	6.43	22

R-j	3.09	10
R-k	5.49	19
R-l	3.13	11
R-m	0.05	0
R-n	0.31	1
R-o	6.13	21
R-p	27.48	93
R-q	157.41	534
R-r	89.55	304
R-s	42.09	143
R-t	29.14	99
R-u	172.92	586
ARGENT III	**1,472.64**	**3,750**
BULL HILL		
Golf Course	58.38	--
R-aa	123.84	446
R-bb	11.41	41
R-cc	51.81	187
R-dd	7.24	26
R-ee	15.95	57
R-ff	6.13	22
R-gg	0.19	1
BULL HILL	**274.95**	780

***NOTE**: The figures presented in the above table represent acreages and units for the Argent III and Bull Hill Tract portion of the project according to current planning. Argent I and the Sanders Tract are approved for 2,480 units. The Jasper County property has 492 residential acres and 1,615 units. The unit count was determined by applying the average density to the acreage. Actual pod acreage

Revised: 9/21/94

and density may vary across the project depending on product type and individual site conditions. Regardless of unit distribution, the number of units in the development as described herein will not exceed 8,625 units.

The table represents lot counts based on density and acreage of pods. It is understood that units may be constructed where allowed in land use definitions, even though units are not shown in the table.

The addition of the Bull Hill Tract adds 625 units to the 6,385 units approved for the Beaufort County portion of Sun City Hilton Head. The revised unit count will be 7,010 dwelling units in Beaufort County. The gross density remains at 1.5 units per acre. It is understood, that as long as the unit count is not exceeded or revised at a later date, the unit distribution and density of individual development pods are determined by the applicant during the development of the approved PUD.

The density, distribution of units and unit count does not limit the rights of the applicant to acquire additional land and expand the boundaries of the PUD, and thus increase the total number of dwelling units. Potential expansion may require rezoning approval and will be processed accordingly. However, future expansions do not affect the unit count and density approved in this application.

A. LAND USES

The following land use categories as designated on the master plan, shall have the following allowed permitted uses and development parameters.

The land use definitions that are part of the approved PUD are restated here for convenient reference. The open space calculation is modified in paragraph 13 to incorporate the Bull Hill Tract.

1. **Residential (R)**

The designation allows for the construction of single family units both detached and attached, and residential condominiums. The units will be developed in accordance with the Community Covenants and Restrictions (CCR's).

Permitted uses:

(a) Dwelling units
  (1) Detached single family
  (2) Attached single family
  (3) Residential condominiums – not to exceed thirty–five (35) percent of total units
  (4) Minimum lot size – 5,000 square feet for detached single family units
  (5) Minimum lot size – 3,000 square feet for attached units

(b) All uses in 2. Golf Course (GC)

(c) All uses in 5. Sales Center (SC)

(d) All uses in 3. Community Recreational Campus (NRC)

(e) Accessory buildings, private swimming pools, and home occupations

(f) Parks, playgrounds, trails and community owned facilities

(g) Model homes

(h) Open space

(i) Lagoons for drainage systems

(j) Religious facilities

(k) Temporary construction facilities including storage, staging, disposal yards, and offices

(l) Utilities including but not limited to, power, telephone, water, sewer, and telecommunications

(m) Major collector roads and collector roads

(n) All uses in 9. Community/Golf Maintenance (C/GM)

2. **Golf Courses (GC)**

This designation provides for the construction of golf courses in the community.

Permitted uses:

(a) Regulation, full length golf course
(b) Executive golf course
(c) Lighted golf course (excluding fairways adjacent to highways US 278 and SC 170)
(d) Driving ranges, both lighted and unlighted
(e) Golf clubhouse with locker rooms, grill, etc.
(f) Golf cart storage facilities
(g) Special event areas
(h) All uses in 1. Residential (R)

3. **Community Recreation Campus (CRC)**

This use provides for the central recreation campus to serve the community. The facility may have indoor recreation, meeting, banquet, fitness and hobby space. The facilities may be built in a campus style of multiple buildings over the life of the development. Outdoor facilities may include a pool, tennis, lawn bowling and other recreational uses.

Permitted uses:

(a) Indoor recreational buildings
(b) Community offices
(c) Outdoor recreation facilities
(d) Maintenance for the recreation center
(e) Commercial uses associated with:
    (1) Clubs in the community, e.g., arts and crafts store
    (2) Snack bar/grill food
    (3) Convenience goods for residents and guests

(f) Lighted outdoor recreation facilities

(g) All uses in 1. Residential (R)

4. **Neighborhood Recreation Campus (NRC)**

Provides for smaller scale recreation centers compared to the community recreation center. These centers are located in areas through the community to allow residents better access to facilities.

Permitted uses:

(a) All uses in 3. Community Recreation Campus (CRC)

(b) All uses in 1. Residential (R)

5. **Sales Center**

The sales center use is temporary, and will be developed prior to the ultimate use of the land. The sales center will house the sales office, decorating center and model home area. After the sales center has served its purpose, the model homes may be sold as residences and the sales office/decorating center may be converted to either residential or neighborhood recreational uses.

Permitted uses:

(a) Sales office

(b) Model homes

(c) All uses in 1. Residential (R)

(d) All uses in 4. Neighborhood Recreational Campus (NRC)

6. **Vacation Villas (VV)**

The vacation villa designation allows for the rental of residential units to prospective residents. Rental will be controlled by the developer. Ultimately units will be sold and become residential.

Permitted uses:

(a) Rental property
(b) All uses in 1. Residential (R)
(c) Office for rental operation and maintenance

7. **Community Commercial (CC)**

The Community Commercial area allows for the development of a core community commercial area to provide essential services to residents so they are not required to drive beyond the development to obtain these services.

Permitted uses:

(a) Grocery stores
(b) Service stations
(c) Convenience stores
(d) Fire station
(e) EMS center
(f) Religious institutions
(g) Banks/brokerage services
(h) Travel agencies
(i) Pharmacies/medical offices and services
(j) Dry cleaners/laundries
(k) Other uses as covered by the General Commercial District defined in the Beaufort County Zoning and Development Standards Ordinance
(l) All uses in 1. Residential (R)

8. **Garden Plots (GP)**

The garden plot area will allow for residents to plant and cultivate gardens.

Permitted uses:

(a) Garden areas

(b) Garden support such as maintenance sheds, shade structures, cannery

(c) All uses in 1. Residential (R)

9. **Community/Golf Maintenance (C/GM)**

Community/golf maintenance will house the facilities necessary to maintain the common properties and golf courses.

Permitted uses:

(a) Vehicle maintenance

(b) Storage of vehicles and parts

(c) Fuel storage

(d) Shops for woodwork, metalwork and painting for maintenance of community

(e) Offices associated with community and golf maintenance

(f) Storage of chemicals, bulk goods and material

(g) All uses in 1. Residential (R)

10. **Wetlands**

Freshwater wetlands on the property have been delineated, surveyed and verified. The use of these lands is controlled by the U.S. Army Corps of Engineers and South Carolina Coastal Council.

Permitted uses:

(a) Open space
(b) Conservation
(c) Activities in all areas as permitted by U.S. Army Corps of Engineers and South Carolina Coastal Council
(d) Disposal of reclaimed water as permitted by SCDHEC
(e) Boardwalks and golf cart bridges
(f) Stormwater control

11. **Roads (A & B)**

Major collector and collector roads will provide access to all parts of the project. Roads are designated on the plan as:

A – Major Collector Road
B – Collector Roads

Permitted uses:

(a) Roads for access
(b) All uses in 1. Residential (R)

12. **Powerlines**

There are two powerlines that cross the property. The use will remain the same as a power utility.

Permitted uses:

(a) All uses in 1. Residential (R)

13. **Open Space and Buffers**

Adequate open space is required for developments in Beaufort County. Open space in the Del Webb development, as with other PUD's, will be calculated for the boundary of the PUD and not site specific for each phase of the PUD. The open space requirement for Bull Hill and Argent III is shown below:

Single Family Detached	1,070 acres x 10% =	107 acres
Single Family Attached	270 acres x 30% =	81 acres
Recreation and Sales Centers	120 acres x 15% =	18 acres
	Total Requirement =	206 acres

A percentage of attached product was used to calculate the open space requirement. Open space is provided in the freshwater wetlands and golf course. There are over 900 acres of wetlands in the Argent III/Bull Hill portion of the project, and twenty-seven holes of golf will add 322 acres of open area.

The area between SC 170 and the wetland system that parallels the highway on the Bull Hill tract (as shown on Exhibit E) will be set aside as open space. Uses allowed in the 13.48 acre open space are an entrance with signage and gatehouse, lagoons, planted and natural vegetation, and utilities. Residential use of the property is not allowed.

14. **Setbacks and Buffers**

A minimum fifty (50) foot setback with buffer will be established along the perimeter of the PUD adjacent to residential areas. A minimum setback with buffer of fifteen (15) feet will be established where golf course or roads are on the PUD boundary. Commercial and recreational areas on the PUD boundary will have minimum thirty (30) foot setbacks with buffers.

B. **PHASING**

The PUD will be developed over an estimated fifteen to twenty year period. The Bull Hill Tract is expected to be developed for residential use later in the development.

Revised: 9/21/94

The Argent III/Bull Hill Tract will be developed in a comprehensive approach. Each of the areas will then be developed in pods as shown on **EXHIBIT E**. The plan is to develop the pods in alphabetical order. Pods may be developed in combination, or out of the specific order to meet the developer's needs. Furthermore, preliminary sitework, such as grading and roadwork, may preceed residential development in any phase, provided that appropriate permits including Beaufort County are obtained.

C. DEVELOPMENT STANDARDS

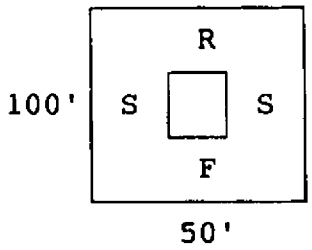
The following internal development standards apply to the residential portions of the development.

1. Residential

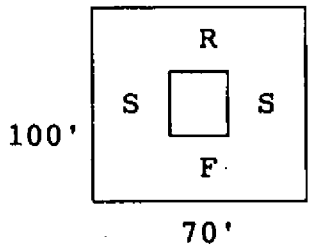
The developer may configure residential uses in fee-simple detached, fee-simple attached and/or statutory condominium forms. Building height will be limited to thirty-five (35) feet, measured from finish grade or the FEMA base flood elevation, in residential areas except for architectural features.

Typical Lot Size and Dimensions

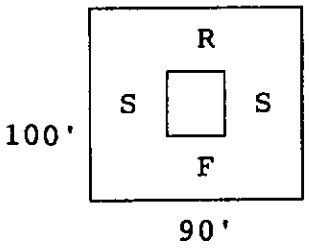
Fee-simple Detached Lot Types



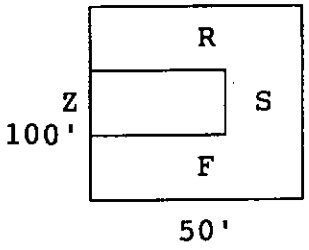
	Dimension (feet)		Typical Setbacks (feet)		
Classic	Width	Depth	Front	Side	Rear
	50	100	15	7.5	20



	Dimension (feet)		Typical Setbacks (feet)		
Premier	Width	Depth	Front	Side	Rear
	70	100	15	7.5	20

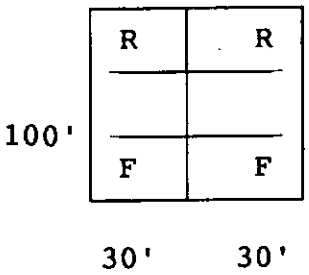


Estate	Dimension (feet) Width	Depth	Typical Setbacks (feet) Front	Side	Rear
	90	100	15	7.5	20



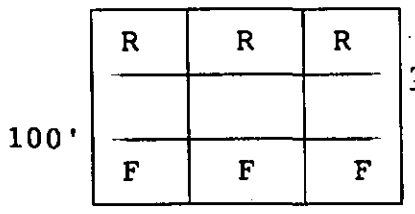
Zero Lot Line	Dimension (feet) Width	Depth	Typical Setbacks (feet) Front	Z	Side	Rear
	50	100	15	0	7.5	20

Fee-simple Attached Lot Types



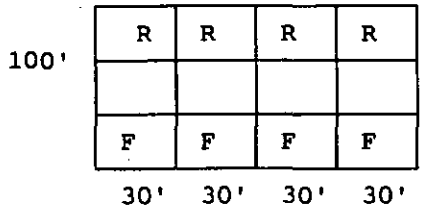
Duplex	Dimension (feet) Width	Depth	Typical Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet



Triplex	Dimension (feet) Width	Depth	Typical Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet



Quadraplex	Dimension (feet) Width	Depth	Typical Setbacks (feet) Front	Side	Rear
	30	100	15	0	20

Setback between buildings 10 feet

Exact lot dimensions may vary to accommodate natural features or subdivision layout. This will be allowed as long as the average depth of a subdivision meets the above standards. Minimum lot widths may be reduced on cul-de-sacs, eyebrow streets or on curves as long as a minimum of twenty (20) feet of street frontage is maintained.

Condominium Types

Condominiums will be either duplex, triplex or quadraplex forms.

2. Site Parameters for Other Land Uses

Site parameters for all other land uses other than Residential (R) shall be those as defined in the General Commercial District (GCD) except as modified herein. Building height limitations may be exceeded for architectural features, e.g., clock towers and church spires.

D. DEVIATIONS FROM BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE

The deviations and specific site design standards stated in the original Del Webb PUD approval are part of this application. This application seeks to bring 377.94 acres into the approved PUD under the same approved standards and deviations.

The Natural Resources section is restated below for the purpose of deleting references to Union Camp Corporation.

The Natural Resources section included here applies to the Bull Hill Tract only. The language approved in the original PUD still applies for all other areas.

Section 5.2.7 Protection of Natural Resources

(A) Purpose and Need for Special Standards

The site is presently used to produce pine trees for harvest. **EXHIBIT D** shows the pine plantation and some of the harvested areas.

The pine crop planted areas present special site conditions, as explained in Section B below, and therefore particular standards are provided to address these issues and allow development of an attractive, safe and more naturally diverse tree pattern for the PUD community. Section C below sets forth those standards regarding pine crop harvesting and Section D below sets forth standards and goals for replanting in harvested areas.

On the other hand, those areas of the PUD which have not been a part of the tree farming operation, include hardwood tree growth, and therefore, special standards to protect such areas are provided under Section E below. This section insures the protection of existing hardwood forests in the major wetland and buffer areas.

(B) Special Conditions in Pine Crop Areas

The existing crops of loblolly and slash pines are planted in rows, tightly cultivated at six feet on center between trees. The pine crop is planted in beds, which are mounded rows, much like any other corp would be planted in a furrowed field. The pine crop was planted for the sole purpose of timber harvesting and contains no hardwood.

The crop grows very straight with bare trunks from the ground to a small canopy at the very top. While this method is an efficient means of growing trees for timber harvesting, it has major drawbacks for development of a safe and attractive community. One obvious problem is that the trees are unattractive. The tightly planted rows of sparsely limbed trees are nothing like the natural tree cover characteristic of the Low Country. The mounded planting area is often unsuitable for attractive landscaping below. Removing the mounds would destroy the trees, as would adding fill dirt to raise the ground level to match the mounded beds. In certain areas, where relatively large groups of trees can be preserved and included in the overall landscape plans, sections of the pine crop can and will remain to enhance the community. Even these areas will require thinning to improve the long term health and appearance of the trees.

Another major factor is safety. The normal development process involves clearing for roads, right-of-ways, building sites, utilities and golf courses, as well as removing many of the trees on individual residential lots for construction and landscaping. This normal development process significantly thins out the natural tree cover of a site. With a natural growth forest, remaining trees spread attractively and grow healthy and strong.

The pine crop trees, however, become unstable when significant numbers have been removed. The trees have brown in tight rows, on mounds, protected from winds by

surrounding trees of the same size. Preserving isolated trees or very small groups of trees near homes, roads or community buildings can be very unsafe as well as unattractive.

For these reasons, the PUD development plan purposes to allow selective harvesting of the pine crop areas to continue, but to coordinate any such harvesting closely with the development plan (as provided below) to preserve as much of the crop as possible when this can be safely and attractively accomplished.

A program of replanting with a natural mix of hardwoods will be instituted. Together with the protective standards provided for the non-tree farm areas, this approach will produce a more natural, attractive and safe tree cover for the community.

(C) Allowed Pine Crop Area Harvesting

Del Webb Communities, Inc., has retained Milliken Forestry Consultants to develop a Forestry Management Plan, which will be coordinated carefully with the PUD Master Plan and with individual development phase planning. Under the Forestry Management Plan, harvesting of trees shall be allowed in road right-of-ways, golf courses and recreational areas, as well as building sites, planned lagoons or lakes, and in certain other areas where the existing pine crop would be unsafe due to necessary thinning, as shown on the Forestry Management Plan.

In all areas of the PUD, the Forestry Management Plan will seek to preserve pine crop planted trees where practical. This preservation will include common areas where trees may be preserved in significant groupings, or thinned groupings where buildings and people would not be endangered. On residential lots and immediately adjoining open spaces, where development planning may allow groupings of crop pines to remain, such as between the rear of residential homesites, pine trees will be preserved where practical. The Forestry Management Plan may be amended over the course of development to reflect any changes to the development plan or other conditions which affect the ability to harvest or preserve pine crop, so long as the above stated guidelines are followed.

So long as tree harvesting is limited to the pine crop area of the PUD and limited to the harvesting areas to be shown on the Forestry Management Plan described above, harvesting of the existing pine crop may be accomplished within the PUD in advance of specific phase development or development permit submittals.

(D) Replanting of Natural Hardwoods

The goal of Del Webb Communities, Inc. will be to develop an attractive community with a diverse cover of naturally occurring hardwoods and other trees. To achieve this goal, Del Webb will incorporate planting of hardwoods throughout the community, although exact location of plantings, species and size of planting will not be known until final development and landscaping plans are completed. Significant numbers of live oak plantings will be included, along with a variety of other species of natural material, so that the resulting tree cover will provide protection against disease, through diversity, and an aesthetically pleasing mixture. These plantings will be accomplished on individual lots as well as open spaces, recreational areas, commercial areas and community common areas.

Although much of the planting program must remain flexible, to be carefully developed with each phase of the PUD, a minimum standard is hereby set for hardwood

plantings. Within the PUD, a minimum of three (3) hardwoods per residential lot, on average shall be planted within the community. For example, if 8,600 residential lots are developed, then a minimum of 25,800 hardwoods will be planted throughout the community. These plantings may occur on residential lots or adjacent property, on recreational and commercial areas, or on other common property. These plantings shall include a diversity of species and sizes, which shall be chosen and located by the developer when landscape and building plans are finalized. Any one phase of development may include more or less than this minimum average planting of hardwoods, so long as the ratio is maintained for the overall PUD.

This replanting standard represents a minimum standard only. Each development site will be assessed for its unique characteristics and steps taken to save as many trees as practical and to supplement those trees with appropriate new plantings. Trees are a very important part of the Low Country "sense of place" and are essential to the creation of an attractive community.

(E) Preservation of Existing Trees

Harvesting of trees within the planted pine corp area of the PUD, and replanting of hardwoods, will be governed by the sections set forth above. Other areas of the PUD, which are not part of the pine corp area, require more stringent protection, which is provided by the standards which follow.

1. Preserved Wetlands – The wetlands on the property, designated for preservation under the PUD Master Plan, contain existing hardwood growth. No clearing or tree cutting shall be allowed in these areas, other than minor and selective cutting or trimming for boardwalks, cart bridges or other crossovers, and such other activities as may be permitted by the Corps of Engineers, restoration projects. Wetland impacts covered by permit from the Corps of Engineers will be allowed.

2. PUD Buffers and Okatie River Buffer – No trees exceeding eight (8) inches in diameter shall be cleared from these buffer areas, unless such cutting is necessitated by road and entrance way improvements or utility right-of-ways. Selective cutting of trees less than eight (8) inches in diameter, underbrushing or limbing shall be allowed.

(F) Tree Surveying/Mapping

After any harvesting of pine corp areas which may be allowed under Subsection C above, the developer must submit a survey or exhibit depicting all trees eight (8) inches DBH or greater within the development phase area being submitted for development approval, and twenty-five (25) feet beyond. For trees existing as part of the planted pine corp area of the PUD, an exhibit may be prepared in lieu of an actual survey, which exhibit shall be a representation of the tree planting pattern. Pines planted at the same time are generally the same size. The exhibit will show trees according to row, tree spacing and typical size. The information will be field verified to ensure accuracy of these factors, but each tree in the pine corp area need not be physically located by standard survey methods. Hardwood trees in excess of eight (8) inches DBH will be actually located.

(G) Erosion Control

Development shall be undertaken under the authority of permits according to the South Carolina Stormwater Management and Sediment Reduction Act. The application will take the necessary steps to minimize and control erosion. Sites will be stabilized at completion of construction by an approved method.

(H) Freshwater Wetlands

Freshwater wetlands on the property have been delineated, surveyed, and confirmed by U.S. Army Corps of Engineers. Wetlands on the site may be impacted, restored and preserved, in accordance with a permit issued by the U.S. Army Corps of Engineers and certified by the SCDHEC – Office of Coastal Resource Management.

(I) Applicable Standards

The standards set forth above regarding Natural Resource Protection shall govern all phases of development within the PUD, in lieu of the standards provided under Section 5.2.7 of the Beaufort County Zoning and Development Standards Ordinance or elsewhere therein. Sufficient information to demonstrate compliance with the standards set forth herein shall be submitted with any application for specific development approval within the PUD area.

00160

Del Webb's Sun City Hilton Head

ARGENT III & BULL HILL DEVELOPMENT MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
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3. PLAN BASED ON CONCEPTUAL PLAN NO. 3 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 3, 1994.
4. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
5. SETBACKS AS SHOWN ON THE PLAN DO NOT REPRESENT ACTUAL DIMENSIONS. REFER TO TEXT FOR SETBACKS WITH BUFFER DIMENSIONS.
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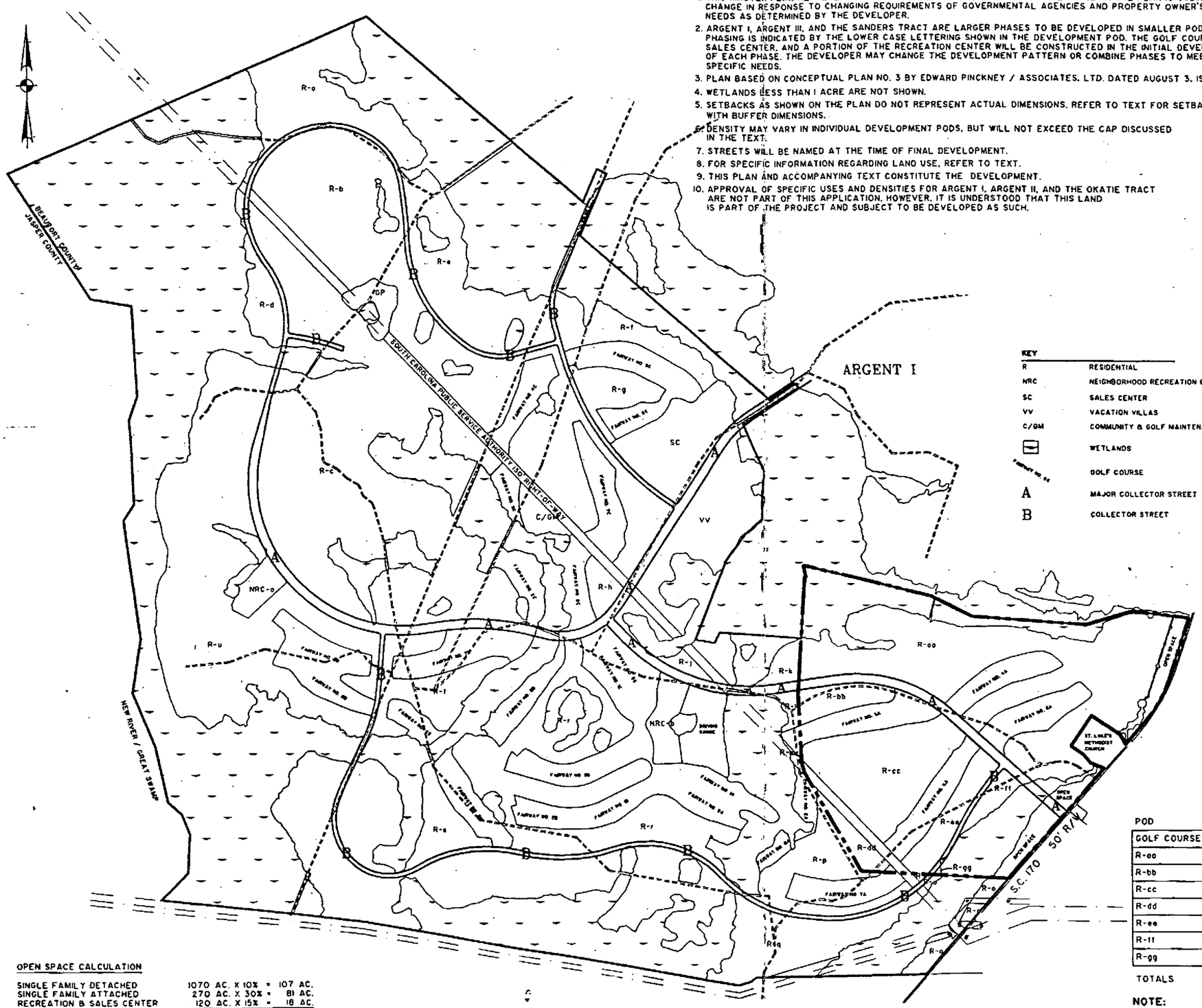
8. FOR SPECIFIC INFORMATION REGARDING LAND USE, REFER TO TEXT.
9. THIS PLAN AND ACCOMPANYING TEXT CONSTITUTE THE DEVELOPMENT.
10. APPROVAL OF SPECIFIC USES AND DENSITIES FOR ARGENT I, ARGENT II, AND THE OKATIE TRACT ARE NOT PART OF THIS APPLICATION. HOWEVER, IT IS UNDERSTOOD THAT THIS LAND IS PART OF THE PROJECT AND SUBJECT TO BE DEVELOPED AS SUCH.



KEY

R	RESIDENTIAL
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
C/GM	COMMUNITY & GOLF MAINTENANCE
	WETLANDS
	GOLF COURSE
A	MAJOR COLLECTOR STREET
B	COLLECTOR STREET

ARGENT III

POD	ACREAGE	DWELLING UNITS
GOLF COURSE & DRIVING RANGE	264.53	---
NRC-a	7.71	---
NRC-b	10.91	---
C/GM	6.20	---
VV	42.25	---
SC	35.32	---
R-a	51.07	173
R-b	164.79	559
R-c	241.57	818
R-d	13.72	46
R-e	52.51	178
R-f	23.80	81
R-g	15.24	52
R-h	6.43	22
R-j	3.09	10
R-k	5.49	19
R-l	3.13	11
R-m	0.05	0
R-n	0.31	1
R-o	6.13	21
R-p	27.48	93
R-q	157.41	534
R-r	89.55	304
R-s	42.09	143
R-t	29.14	99
R-u	172.92	586
TOTALS	1472.64	3750

BULL HILL

POD	ACREAGE	DWELLING UNITS
GOLF COURSE	58.38	---
R-aa	123.84	446
R-bb	11.41	41
R-cc	51.81	187
R-dd	7.24	26
R-ee	15.95	57
R-ff	6.13	22
R-gg	0.19	1
TOTALS	274.95	780

OPEN SPACE CALCULATION

SINGLE FAMILY DETACHED	1070 AC. X 10% =	107 AC.
SINGLE FAMILY ATTACHED	270 AC. X 30% =	81 AC.
RECREATION & SALES CENTER	120 AC. X 15% =	18 AC.

TOTAL OPEN SPACE REQUIRED = 206 AC.

REVISED OPEN SPACE 9\21\94 TJN

NOTE:
ACREAGE FOR MAJOR ROADS, WETLANDS, OPEN SPACE, & POWERLINES NOT INCLUDED IN TABLES.

EXHIBIT E

SCALE: 1" = 1500'

00161

Del Webb's Sun City Hilton Head

ARGENT III & BULL HILL CONCEPTUAL DRAINAGE PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

NOTES:

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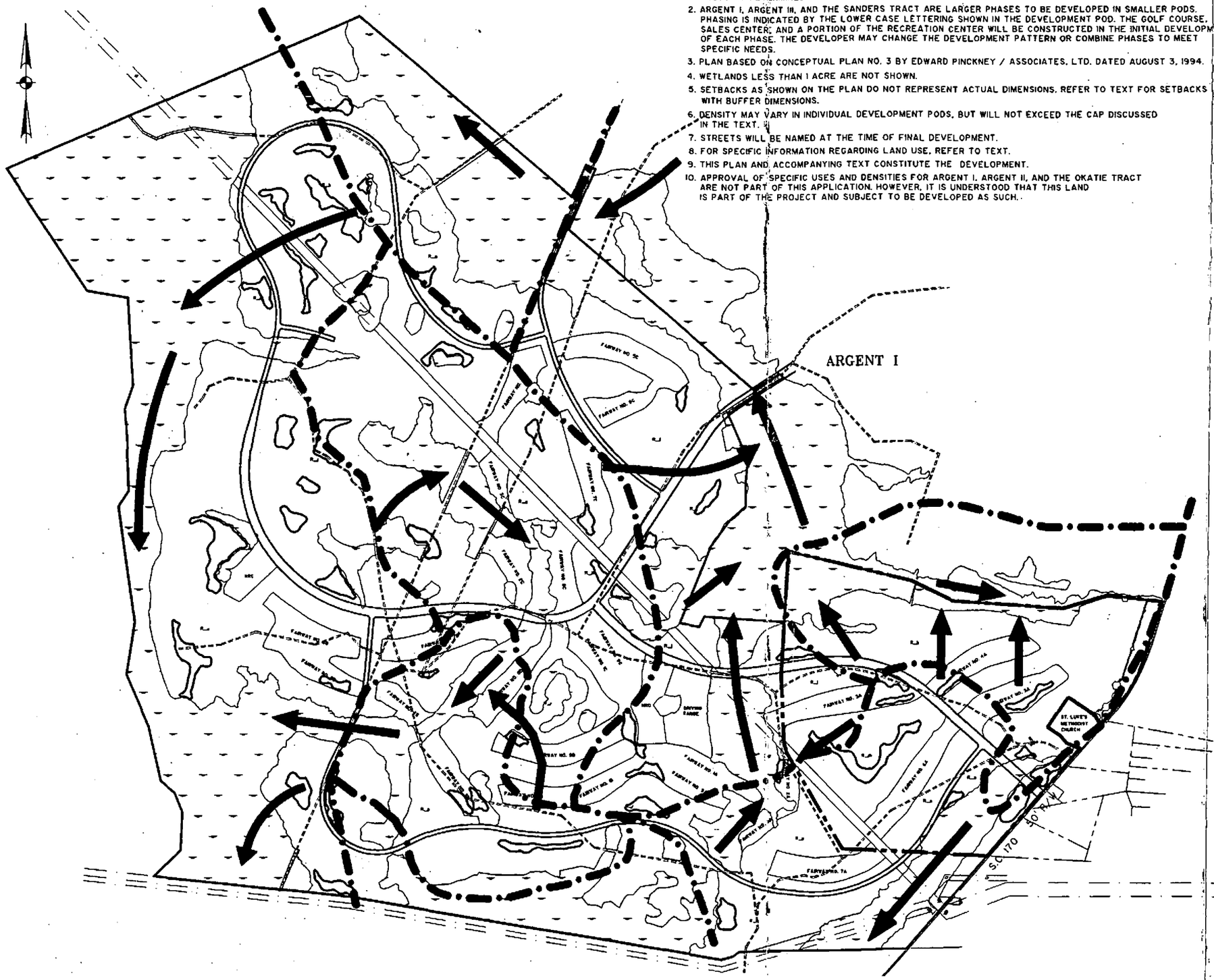

EXHIBIT H
SCALE: 1"=1500

V. ACCESS, STREETS & DRAINAGE

The Bull Hill Tract has approximately 4,100 feet of frontage on S.C. Highway 170. The approved Del Webb PUD has two access points to the residential subdivision on S.C. 170, south of the U.S. 278 interchange. The Bull Hill Tract affords some changes to the master plan, one of which is relocating one of the S.C. 170 access points. In the approved PUD, an access is shown at the southern end of the development where the powerlines cross S.C. 170. The Bull Hill/Argent III plan shifts the access north and more central to the project.

A letter from Mr. Charles Stone of the S.C. Department of Transportation is enclosed as **EXHIBIT G**. Mr. Stone has reviewed the master plan and supports this request.

The internal street system will be private and maintained by the Property Owner's Association. Beaufort County requires a minimum 22 foot wide street section. The project street system is broken into three categories:

	Right-of-Way	Pavement
Major collector	60 feet	22 feet
Collector	50 feet	22 feet
Residential	50 feet	22 feet

The major collector and collector streets are shown on **EXHIBIT E** plan as either A or B. All other streets will be residential. The project will have approximately 75 miles of road.

The drainage system will be constructed to meet current federal, state and local standards. A 24-hour, eight inch rainfall storm event will be used to design the system. The system will consist of inlets, pipes, and ditches to convey the post development runoff to a lagoon/lake system. The lagoon/lake system will attenuate the runoff to predevelopment rates before released off site. Pipes in the drainage system will be made of concrete, aluminum, or polyethylene as determined appropriate by the design engineer and approved by the County.

The Conceptual Drainage Plan is shown in **EXHIBIT H**. The plan shows the following:

(a) Existing drainage patterns

(b) Proposed lagoons/lakes

(c) Topographic information

The Conceptual Drainage Plan is subject to modification as the development progresses. Exact locations of lagoons/lakes will be determined at the time construction plans are developed.

The design and construction criteria for the drainage system is presented in Section IV of this document.

The Conceptual Drainage Plan has been reviewed by the SCDHEC – Office of Coastal Resource Management and Beaufort County Engineer (**EXHIBITS I and J**).

A property owners association will be established to maintain the streets and drainage system.

Impervious coverage of the project will comply with Section 5.2.5 (E) Impervious Site Coverage. Freshwater wetlands and golf course corridors will provide acres of land that is not developed with an impervious surface. In addition to these two types of uses, there will be additional pervious acres in lawns and landscaped areas.

The flood hazard zones for the property are shown on FEMA Flood Insurance Rate Maps for Beaufort County 450025 0005 (index dated November 4, 1992), panels 0050D and 0055D dated September 26, 1989. Most of the property is in Zone C and B and above the 100 year flood elevation. There are some areas in Zone A with minimum floor elevations. The FEMA Flood Insurance Rate Map (FIRM) information is shown as an overlay of the master plan in **EXHIBIT K** .

South Carolina
DHEC
Department of Health and Environmental Control
4130 Faber Place, Suite 300
Charleston, SC 29405

Office of Ocean and Coastal Resource Management

H. Wayne Beam, Ph. D., Deputy Commissioner *Christopher L. Brooks, Assistant Deputy Commissioner*

(803) 744-5838 ***(803) 744-5847 (fax)***

August 24, 1994

Mr. Sam McCachern, P.E.
Thomas & Hutton Engineering Co.
3 Oblethorpe Professional Boulevard
P. O. Box 14609
Savannah, Ga. 31416-1609

RE: Sun City Hilton Head
Bull Hill Tract Rezoning

Dear Mr. McCachern:

This letter shall act as conceptual approval for the above referenced project from the staff of the Office of Ocean and Coastal Resource Management (OCRM). Each phase of the development will require later review and permitting of the final construction plans.

Sincerely,

Joseph Fersner, P.E.
Environmental Engineer III

cc: Dr. H. Wayne Beam
Mr. Christopher Brooks
Mr. Stephen Snyder

00165

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
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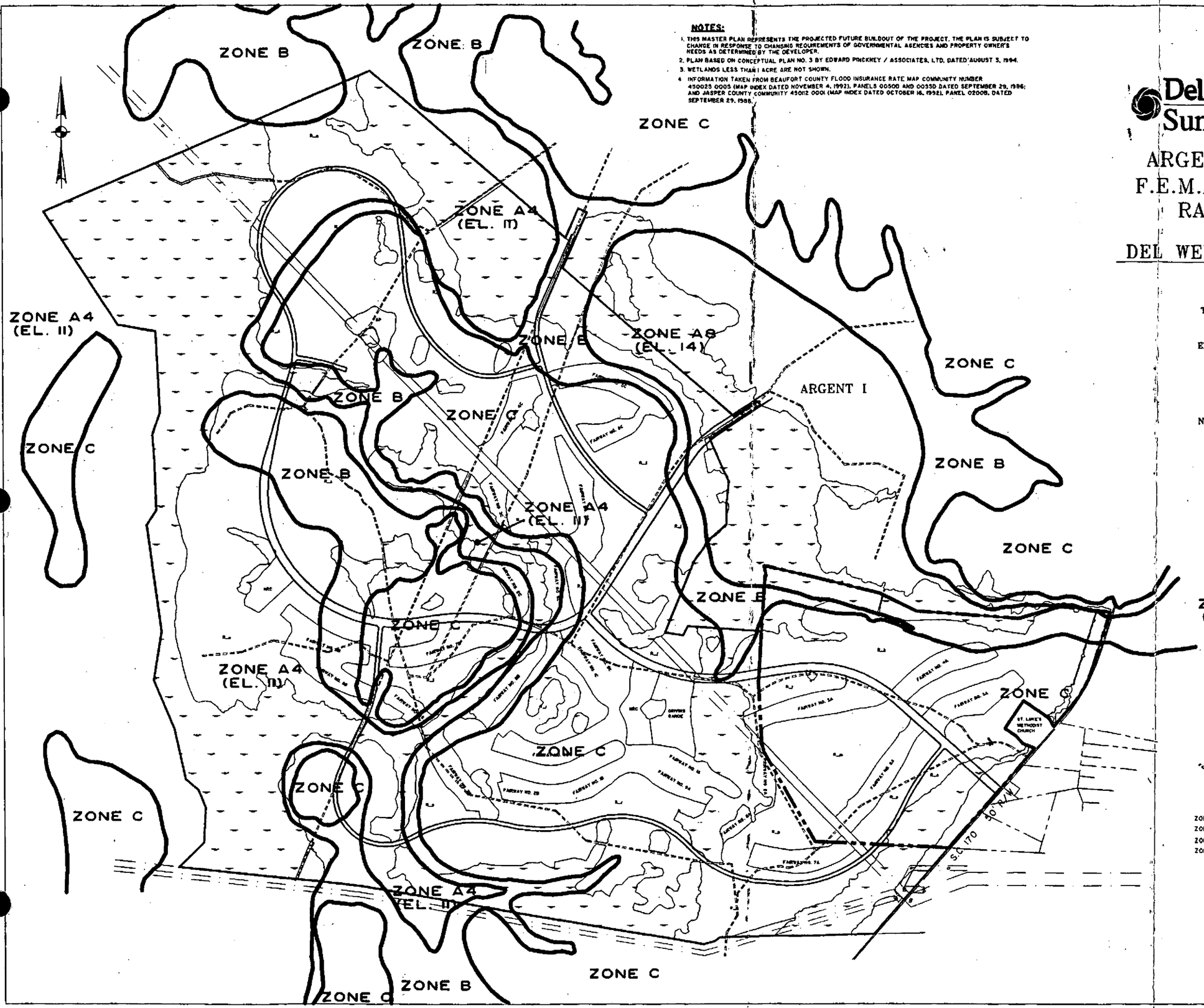
3. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
4. INFORMATION TAKEN FROM BEAUFORT COUNTY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 450023 0005 (MAP INDEX DATED NOVEMBER 4, 1992), PANELS 00500 AND 0035D DATED SEPTEMBER 29, 1986; AND JASPER COUNTY COMMUNITY 450112 0001 (MAP INDEX DATED OCTOBER 16, 1992), PANEL 02008, DATED SEPTEMBER 29, 1988.



KEY

R		RESIDENTIAL
NRC		NEIGHBORHOOD RECREATION CAMPUS
		WETLANDS
FAIRWAY NO. 5A		GOLF COURSE
		PROPOSED LAGOON
ZONE	A	AREAS OF 100-YEAR FLOOD: BASE ELEVATIONS NOT DETERMINED
ZONE	A1-A30	AREAS OF 100-YEAR FLOOD: BASE ELEVATIONS DETERMINED.
ZONE	B	AREAS BETWEEN LIMITS OF 100-YEAR FLOOD AND 500-YEAR FLOOD
ZONE	C	AREAS OF MINIMAL FLOODING.

Del Webb's Sun City Hilton Head

ARGENT III & BULL HILL F.E.M.A. FLOOD INSURANCE RATE MAP OVERLAY

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

EXHIBIT K
SCALE: 1"=1500'

EXHIBIT G

00166

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
112 Woodlawn - P.O. Drawer 490
Ridgeland, S.C. 29936

DANIEL P. FANNING
EXECUTIVE DIRECTOR

August 17, 1994

Mr. Samuel G. McCacherm. P.E.
Thomas & Hutton Engineering Company
Post Office Box 1409
Savannah, Ga. 31416-1609

Re: Sun City Hilton Head, Bull Hill Tract rezoning

Dear Mr. McCachern,

We have reviewed the conceptual master plan for the 385 acre Bull Hill tract. The proposed approximately 600 additional units will be accessed by the internal roadway system of the development and will not have any adverse impact on traffic on S. C. 170.

While we have previously approved a secondary enterance on S.C. 170. We will review any application for the relocation of this entrance if necessary. There are no existing developments opposing the Sun City Hilton Head frontage on S. C. 170, relocation will be of minimal impact and raise no objections from this office.

If I can be of further assistance or if you have any questions feel free to call me.

Sincerely,

Charles H. Stone
Utilities Inspector

CHS/bbd

EXHIBIT O

BEAUFORT COUNTY DEVELOPMENT STANDARDS ORDINANCE
– FIRE SAFETY STANDARDS APPROVAL FORM –

00168

APPLICANT (DEVELOPER) NAME	ADDRESS	ZONE: PUD – Proposed
Del Webb Communities	Post Office Box 1869 Bluffton, SC 29910	PHONE # 757-8700

PROJECT NAME		TYPE	LOCATION
Sun City Hilton Head		Residential	Bluffton-Hwy 170
TAX MAP # 028	**PARCEL #** 0001	**# LOTS/UNITS** 600±	**DENSITY** --
LAND AREA 377 ac	**BUILDING AREA** N/A	**HEIGHT (FINISHED GRADE TO ROOF EAVES)** unknown	
NUMBER OF BUILDINGS		**HEIGHT (FINISHED GRADE TO BOTTOM OF HIGHEST WINDOW** N/A	
FIRE DISTRICT Bluffton		**FIRE OFFICIAL** Barry Turner	
PROPOSED WATER SUPPLY SYSTEM BJWSA		**ACCESS/ROADS/PARKING SURFACING** paved roads	

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

- [X] APPROVE
- [ ] APPROVE WITH CONDITIONS
- [ ] DISAPPROVE

- [X] PRELIMINARY
- [ ] FINAL

Barry Turner
(FIRE OFFICIAL)

Aug. 11, 1994
DATE

CONDITIONS:
Zoning approval only. Other development of construction will seek further approval.

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

EXHIBIT P

South Carolina
DHEC
Department of Health and Environmental Control

Low Country Environmental Quality Control District
1313 Thirteenth Street
Port Royal, SC 29935
803-522-9097 Fax 803-522-8463

Promoting Health, Protecting the Environment

Serving
Beaufort, Colleton,
Hampton and Jasper Counties

00169

August 15, 1994

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
Post Office Box 14609
Savannah, Georgia 31416-1609

RE: Sun City Hilton Head
Bull Hill Tract

Dear Mr. McCachern:

I am in receipt of your request for preliminary approval of water and sewer service to the proposed development. As stated in your letter, the addition of the Bull Hill Tract will add approximately 600 units to the current 8,000 units.

Provided that the Beaufort-Jasper Water & Sewer Authority has the capacity and is willing to provide water and sewer service, preliminary approval could be given. As you know, appropriate permits would have to be issued prior to the initiation of any construction of water or sewer lines.

Should you have any questions or require any additional information, please feel free to call me at (803) 522-9097.

Sincerely,

Penny Cornett
District Engineer
Environmental Quality Control
Low Country District EQC

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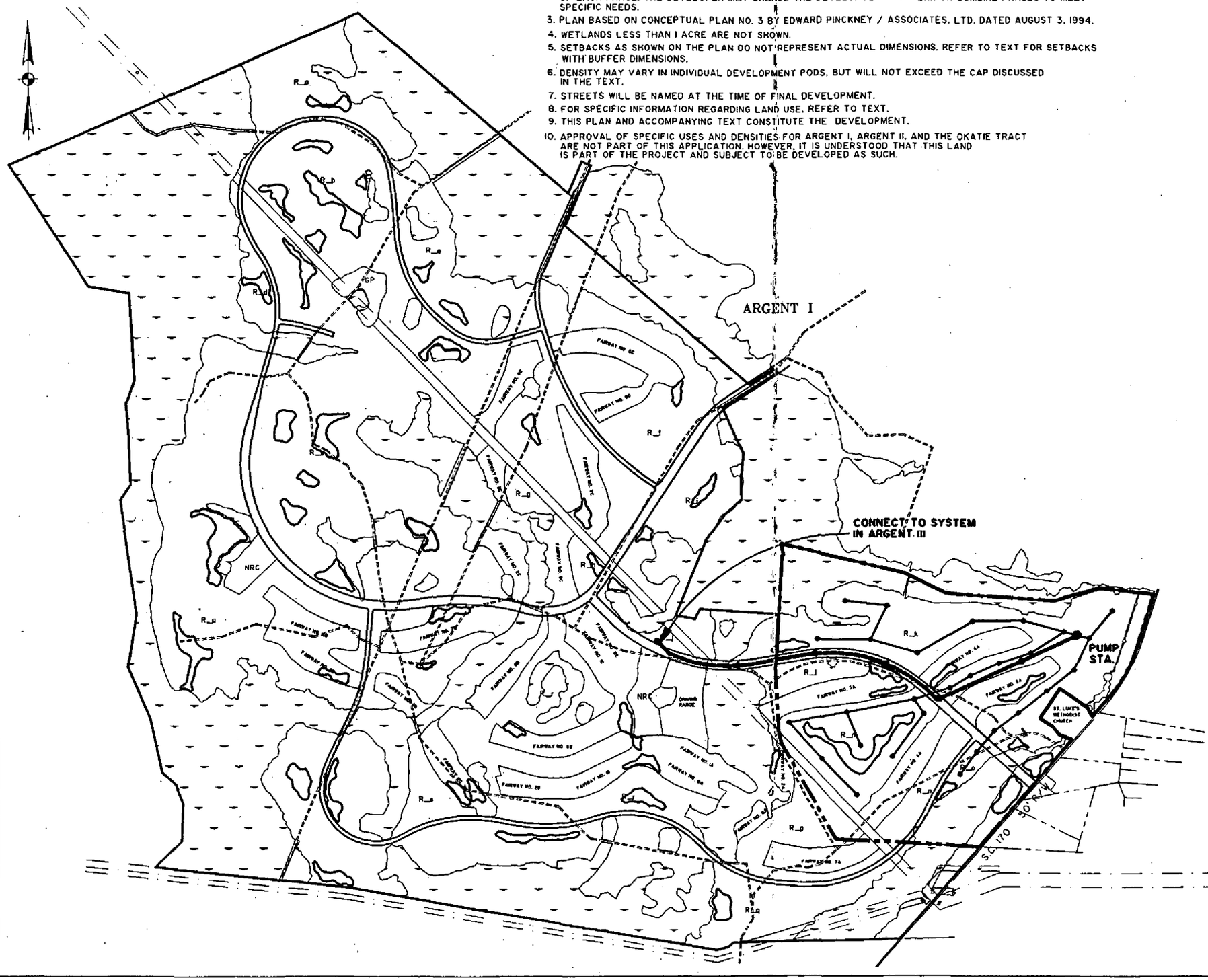


EXHIBIT N
SCALE: 1"=1500'

00170

Del Webb's Sun City Hilton Head

ARGENT III & BULL HILL PRELIMINARY WASTEWATER COLLECTION MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

Del Webb's Sun City Hilton Head 00171

ARGENT III & BULL HILL PRELIMINARY WATER SYSTEM MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

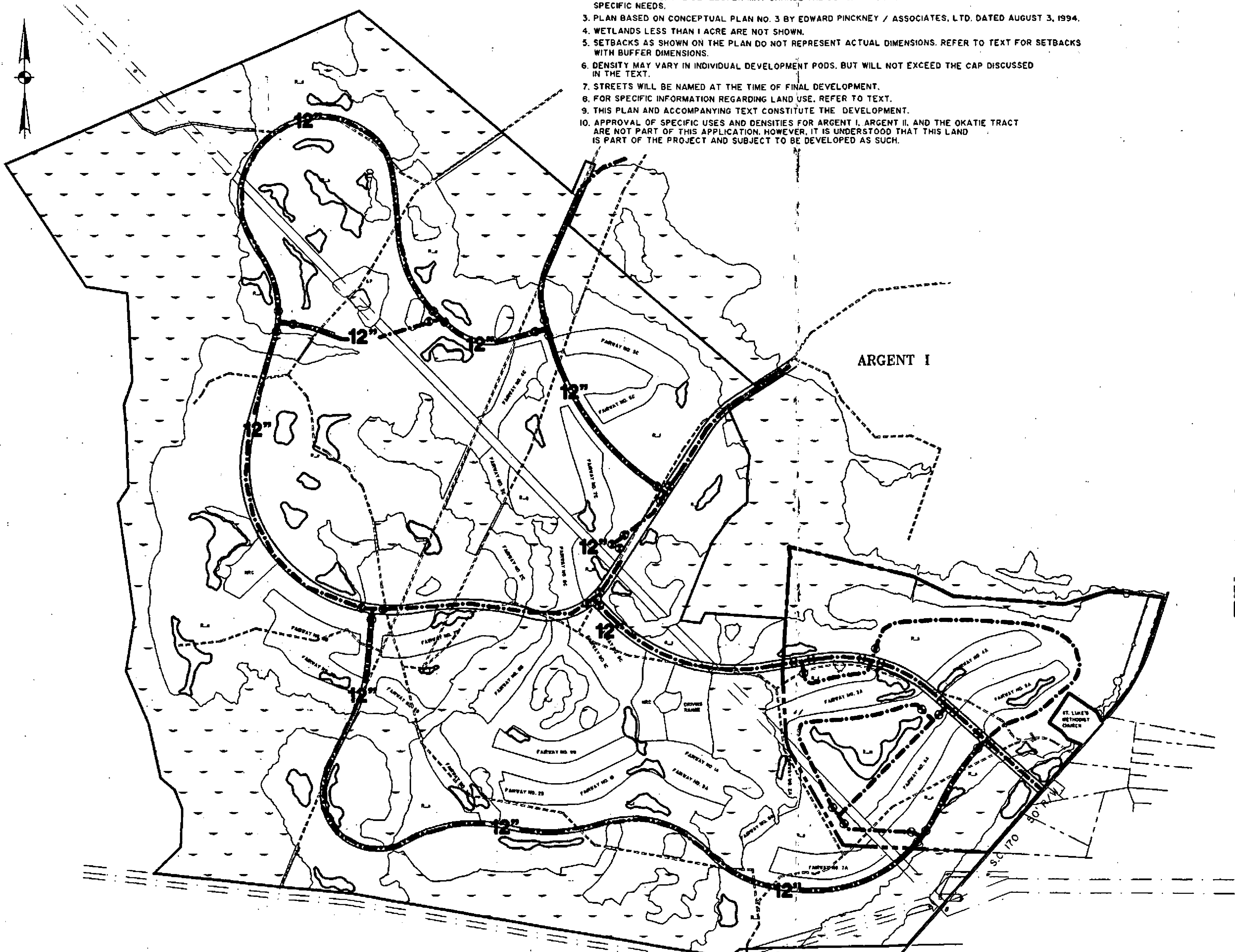
LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. ARGENT I, ARGENT III, AND THE SANDERS TRACT ARE LARGER PHASES TO BE DEVELOPED IN SMALLER PODS. PHASING IS INDICATED BY THE LOWER CASE LETTERING SHOWN IN THE DEVELOPMENT POD. THE GOLF COURSE, SALES CENTER, AND A PORTION OF THE RECREATION CENTER WILL BE CONSTRUCTED IN THE INITIAL DEVELOPMENT OF EACH PHASE. THE DEVELOPER MAY CHANGE THE DEVELOPMENT PATTERN OR COMBINE PHASES TO MEET SPECIFIC NEEDS.
3. PLAN BASED ON CONCEPTUAL PLAN NO. 3 BY EDWARD PINCKNEY / ASSOCIATES, LTD. DATED AUGUST 3, 1994.
4. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
5. SETBACKS AS SHOWN ON THE PLAN DO NOT REPRESENT ACTUAL DIMENSIONS. REFER TO TEXT FOR SETBACKS WITH BUFFER DIMENSIONS.
6. DENSITY MAY VARY IN INDIVIDUAL DEVELOPMENT PODS, BUT WILL NOT EXCEED THE CAP DISCUSSED IN THE TEXT.
7. STREETS WILL BE NAMED AT THE TIME OF FINAL DEVELOPMENT.
8. FOR SPECIFIC INFORMATION REGARDING LAND USE, REFER TO TEXT.
9. THIS PLAN AND ACCOMPANYING TEXT CONSTITUTE THE DEVELOPMENT.
10. APPROVAL OF SPECIFIC USES AND DENSITIES FOR ARGENT I, ARGENT II, AND THE OKATIE TRACT ARE NOT PART OF THIS APPLICATION. HOWEVER, IT IS UNDERSTOOD THAT THIS LAND IS PART OF THE PROJECT AND SUBJECT TO BE DEVELOPED AS SUCH.



KEY	
R	RESIDENTIAL
NRC	NEIGHBORHOOD RECREATION CAMPUS
(symbol)	WETLANDS
FAIRWAY NO. 6A	GOLF COURSE
(symbol)	PROPOSED LAGOON
(symbol)	WATER VALVE
12"	WATER MAIN

EXHIBIT M

SCALE: 1" = 1500'

VI. WATER AND WASTEWATER

The project is in the unincorporated areas of Beaufort and Jasper Counties. Therefore, the Beaufort–Jasper Water and Sewer Authority (BJWSA) is the service agent for potable water and wastewater service. BJWSA intends to serve the project (see letter, **EXHIBIT L**) as part of the Cherry Point/Okatie project.

Potable water will be provided to the site by a thirty inch diameter line, planned by BJWSA for the SC Highway 170 corridor. Del Webb will construct the distribution system within the development, and BJWSA will operate and maintain it. A preliminary master plan of the water system is shown in **EXHIBIT M**. The system will be capable of providing fire flow. The master plan was reviewed by the Bluffton Fire District and their approval is enclosed as **EXHIBIT O**.

Wastewater treatment will be provided by BJWSA at the Cherry Point/Okatie Wastewater Treatment Facility. The Facility is planned for a site approximately five miles from the Bull Hill tract. Wastewater will be collected on site by a system constructed by Del Webb and operated by BJWSA, refer to **EXHIBIT N**. After treatment at the treatment facility, effluent will be disposed of by land application.

SCDHEC reviewed the master plan and concept for water and wastewater service. A letter from Ms. Penny Cornett, District Engineer, is enclosed as **EXHIBIT P**.

EXHIBIT L

BJWSA
BEAUFORT - JASPER WATER & SEWER AUTHORITY

POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
803/521/9200 803/521/2008 Engineering & Operations FAX 803/521/9203

DEAN MOSS, General Manager

00173

August 11, 1994

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Co.
P. O. Box 14609
Savannah, GA 31416-1609

Dear Mr. McCachern:

This is in response to your letter dated August 9, 1994, concerning the prospective rezoning of the Bull Hill Tract and its inclusion in the Del Webb Master Plan.

I am pleased to inform you that BJWSA agrees to serve this area with water and sewer services. The conditions governing the provisions of these services are described in the existing agreement between BJWSA and Del Webb Communities, Inc.

Please contact me if I can be of further assistance.

Sincerely,

W. Dean Moss
General Manager

VII. UTILITY SERVICE

Del Webb has coordinated with the providers of power and telephone service. The Bull Hill Tract is served by Palmetto Electric Cooperative, Inc. A letter from Palmetto Electric Cooperative, Inc. is enclosed as **EXHIBIT Q.**

Bull Hill Tract is in Bluffton Telephone Company's service area. A letter from the company is enclosed as **EXHIBIT R**.

Waste Management of the Lowcountry will provide solid waste disposal services to the project as shown in their letter (**EXHIBIT S**).

PALMETTO
ELECTRIC COOPERATIVE INC.

August 16, 1994

Mr. Samuel G. McCachern
Thomas & Hutton Engineering, Inc.
P.O. Box 14609
Savannah, GA 31416-1609

Re: Del Webb- Sun City Hilton Head
Bull Hill Tract

Dear Sam:

Palmetto Electric Cooperative, Inc. has ample power available to provide service to the above-referenced location.

Please notify your client that due to the size of this development, future aid-to-construction charges may be required.

If you have any questions, or if I can be of any further assistance, please do not hesitate to let me know.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

Daniel O. Wood
McGarvey's District Operations Manager

DOW:abm

00177

Bluffton Telephone Co.
INCORPORATED

August 11, 1994

Mr. Samuel G. McCachern, P.E.
Thomas & Hutton Engineering Company
P.O. Box 14609
Savannah, Georgia 31416-1609

RE: Sun City Hilton Head - Bull Hill Tract Rezoning

Dear Mr. McCachern:

With reference to the above project, it is our desire to provide all necessary telephone facilities to accomodate your needs in accordance with our General Customer Service Tariff with an effective date of January 1, 1972.

Due to the nature of the project, it may be necessary for you as the developer to fund a certain portion of the initial installation cost, known as Aid to Construction. Specific arrangements will be made at a later date.

An easement is also needed prior to any telephone facility construction.

I will be more than happy to discuss this matter in more detail with you at any time. You can contact our Engineering Department by calling 803-757-2211.

Yours truly,

J. Stephen Hunter

cc: Mr. Tom Wing

EXHIBIT S

00173

Waste Management of The Lowcountry
P.O. Box 369
Simmonsville Road
Bluffton, South Carolina 29910
803/757-2216 • 803/785-2066

A Waste Management Company

August 10, 1993

Sam McCachern
Thomas & Hutton Engineering Co.
3 Oglethorpe Professional Boulevard
P.O. Box 14609
Savannah, GA 31416-1609

Dear Mr. McCachern,

As per our conversation, **Waste Management of the Lowcountry** will provide refuse collection service during and after construction for the proposed **Del Webb Corporation Development** located at the southern portion of the Cherry Point Area.

Should you require any additional information, please do not hesitate to call.

Sincerely,

Dora Meador

Dora Meador
Senior Account Executive

DHM:kc

1×160

Sun City

00180

ARTICLE IX

SIGN CONTROL

Section 9.1 General

Section 9.1.1 Title

This article shall be known as the "Sign Control of Beaufort County, South Carolina."

Section 9.1.2 Authority

This article is adopted pursuant to the authority granted under Section 6-7-310, et seq., of the Code of Laws of South Carolina, 1976, as amended, otherwise known as Act 487 of 1967.

Section 9.1.3 Purpose

The purpose of this article is to:

A. Safety. Promote the safety of persons and property by providing that signs:

1. Do not create traffic hazards by distracting or confusing motorists, or impairing motorists' ability to see pedestrians, other vehicles, obstacles, or to read traffic signs; and

2. Do not create a hazard due to collapse, fire, collision, decay or abandonment.

B. Information. Promote the efficient transfer of general public and commercial information through the use of signs.

C. Public Welfare. Protect the public welfare and enhance the overall appearance and economic value of the landscape and preserve the unique natural environment that distinguishes Beaufort County while promoting and increasing the economic benefits derived from the attraction of tourists, permanent and part-time residents, new industries and cultural facilities.

Section 9.1.4 Definitions

A. General. Except as specifically defined herein, all words used in this article have their customary dictionary definitions. For the purpose of this article, certain words or terms used are herein defined as follows:

1. The word "shall" is mandatory.

2. The word "may" is permissive.

3. The word "lot" includes the words "plot", "parcel" or "tract".

4. The word "person" includes a firm, association, organization, partnership, trust company, company or corporation as well as individual.

5. The term "county council" refers to the legally constituted and elected governing body of Beaufort County.

6. Abandoned sign. An abandoned sign is one which was erected on property in conjunction with a particular use which has been discontinued for a period of ninety (90) days or more, or a sign the contents of which pertain to a time, event or purpose which no longer applies.

7. Back-to-back sign. A back-to-back sign is one constructed on a single act of supports which may have two (2) messages visible on either side, provided double message boards are physically contiguous.

8. Billboard. [See "Off-Premise Sign"].

9. Building official. The building official is the person specifically designated by the Beaufort County Council and so employed and empowered as the building official for Beaufort County.

10. Detached sign. A detached sign is any sign that is not attached to a building in any manner and is structurally free-standing.

11. Dilapidated sign. A dilapidated sign is any sign which is insecure or otherwise structurally unsound, has defective parts, or is in need of painting or maintenance.

12. Directional sign. A directional sign is an off-premise sign the content of which is limited exclusively to the identification of a use or occupancy located elsewhere and which tells the location of or route to such use or occupancy.

13. Flashing sign. A flashing sign is any lighted or electrical sign which emits light in sudden transitory bursts. On/off time and temperature signs and message boards are not considered flashing signals for the purpose of this article.

14. Ground sign. A free-standing sign flush to the ground and not elevated upon poles or other stanchions.

15. Illuminated sign. An illuminated sign is any sign which is directly lighted by an electrical source, internal or external.

16. Moving message board. A moving message board is an electrical sign having a continuous message flow across its face by utilization of lights forming various words.

17. Nonconforming sign. A nonconforming sign is any sign erected or displayed prior to the effective date of this article or subsequent amendments thereto which does not conform with the standards of this article.

18. Commercial sign. Any sign which is in the nature of commercial advertising, and which transmits a message pertaining to a product, service, use, occupancy, business, operation, event or function.

19. Noncommercial sign. Any sign which is not in the nature of commercial advertising, and which transmits a message which does not relate to a product, good, or service that is sold or rendered for profit.

20. On-premise sign. Any sign, commercial or noncommercial, the content of which relates to use, occupancy, or function on the same property as that upon which the sign is located.

21. Off-premise sign. Any sign, commercial or noncommercial, the content of which relates to use, occupancy, or function on property other than that upon which the sign is located.

22. Pole sign. A sign erected above ground supported by poles or other stanchions and not attached to a building.

23. Political sign. A political sign is a temporary off-premise sign which refers only to a political candidate or the issues involved in an upcoming political election.

24. Portable sign. A portable sign is any sign which is not permanently affixed to a building, structure or the ground, or which is attached to a mobile vehicle.

25. Roof sign. A roof sign is a sign which is located upon or over the roof of a structure.

26. Rotating sign. A rotating sign is any sign which revolves around one or more fixed areas.

27. Scenic highway district. Land abutting a highway or section of highway which is officially determined by Beaufort County to contain exceptional scenic value such as, but not limited to, marsh and river vistas, trees, farm fields, timber stands, or important architectural or historic structures.

28. Shopping Center. A commercial complex consisting of several stores or commercial establishments grouped together and generally sharing a common parking area.

58100

29. Sign. A sign is any privately owned permanent, temporary or portable structure or device, billboard, figure, symbol, insignia, medallion, promotional flag, banner, balloon or the like which is in the nature of advertising, representing or calling attention to a product, service, person, business, operation, use, event, or which transmits information or an idea.

30. Temporary sign. A temporary sign is any sign or information transmitting structure intended to be erected or displayed for a limited period of generally sixty (60) days or less.

31. Time and temperature sign. A time and temperature sign is an electrical sign utilizing lights going on and off periodically to display current time and temperature in the community.

32. Vehicular sign. A vehicular sign is any sign painted on, attached to or pulled by an vehicle moving or parked (also mobile, portable or vehicular movable).

33. V-sign. A V-sign has two (2) sets of supports, sharing a least one common support and capable of displaying two (2) message boards in different directions provided such double message boards are physically contiguous.

Section 9.2 Sign Standards

Section 9.2.1 General Sign Provisions

The following provisions shall apply to all signs.

A. Visibility. The area around the sign shall be properly maintained clear of brush, trees and other obstacles so as to make signs readily visible.

B. Finish. Reverse sides of signs must be properly finished with no exposed electrical wires or protrusions and shall be of one color.

C. Glare. Signs shall not be illuminated so as to impair driver vision.

D. Location. No sign shall be located so as to obstruct or impair driver vision at business ingress-egress points as at intersections.

E. Design. Sign shapes shall be composed of standard geometric shapes and/or letters of the alphabet only and not be in the shape of a sponsor motif (bottles, hamburgers, human or animal figures, ect.). All elements of a sign structure shall be unified in such a way not to be construed as being more than one sign. Outcrops on signs are prohibited.

Section 9.2.2 Prohibited Signs

The following signs are prohibited when visible from a publicly maintained street, road or highway, whether county, state or federal.

A. Commercial billboard signs; and

B. Flashing signs; and

C. Moving signs or signs having moving parts; and

D. Signs using the words "stop," "danger" or any other word, phrase, symbol or character in a manner that might mislead, confuse or distract a vehicle driver; and

E. Except as otherwise provided, no sign, whether temporary or permanent, except by a public agency, is permitted within any street or highway right-of-way; and

F. Signs painted on or attached to trees, fence posts, rocks or other natural features, telephone or utility poles, or painted on or projected from the roofs of buildings visible from any public thoroughfares; and

G. No sign of any kind shall be erected or displayed in any salt marsh areas or any land subject to periodic inundation by tidal salt water; and

H. Portable commercial signs or vehicle movable commercial signs except business identification painted on or magnetically attached to business cars and trucks; and

I. Abandoned or dilapidated signs; and

J. All signs and supporting structures in conjunction with a business or use which is no longer in business or operation unless a new permit for the sign has been obtained.

Section 9.2.3 Sign Illumination

A. Shielding. Sign illumination shall be placed and shielded so as not to directly cast light rays into nearby residences, sleeping accommodations or in the eyes of vehicle drivers.

B. Unshielding lights - Intensity. Signs incorporating steady, unshielded light bulbs shall utilize bulbs not in excess of seventy-five (75) watts intensity.

C. Electrical requirements. Electrical requirements pertaining to signs shall be as prescribed under the adopted National Electrical Code for Beaufort County. (Cross Reference -

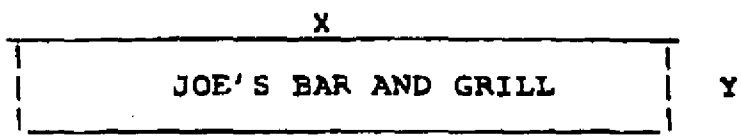
52100
Adoption of the National Electrical Code and Amendments thereto, Chapter 3.]

Section 9.2.4 **On-Premise Signs - Area, Height, Size, Number, Type, Etc.**

A. Type. All businesses located in Beaufort County may choose to utilize any two (2) types of the following types of on-premises signs. In no case shall individual types exceed the limitations prescribed herein, and in no case shall the combined area of any two (2) types chosen exceed one hundred sixty (160') square feet, except in the case of a business fronting on two highways. In this instance, two hundred forty (240') square feet shall be the maximum allowed.

1. "Flat sign" erected flat against or painted on the principal building, provided, however, that the amount of sign area on any one face or side of the building shall not exceed fifteen (15%) percent of the area of such face or wall and the aggregate sum of signage on all walls or faces shall not exceed eighty (80') square feet. The area of "letters only" signage painted on or attached to walls shall be computed as the area of an imaginary rectangle enclosing the lettering.

Example 1:



Area = X times Y

Example 2:

Area = X-1 times Y-1 + X-2 times Y-2

2. One projecting sign per business frontage perpendicular to the wall of a building and consisting of an area not exceeding thirty-two (32') square feet. Signs attached perpendicular to the wall of a building shall not extend outward from the wall more than eight and one-half (8 1/2') feet.

3. One ground sign (free-standing) per each highway frontage, not exceeding ten (10') feet in overall height, fifteen (15') feet in width with a maximum allowable area of eighty (80')

square feet. Location for a new free-standing sign shall be clearly identified on the ground by white stake visible above ground line. The sign shall not be erected until a permit for said sign has been received.

4. One pole sign (free-standing) not exceeding twenty-five (25') feet in total height, fifteen (15') feet in width with a maximum allowable area of eighty (80') square feet.

B. On-premises signs shall be erected so as not to obstruct or impair driver vision at business ingress-egress points and intersections.

C. When necessary to facilitate traffic movement, such on-premise signs as "Enter", "Exit", "Drive-In", "Service Entrance", "No Parking", etc., without any other advertising words or phrases, may be installed without a permit fee after proper notification to the Building Inspection Department. Maximum area of each sign not to exceed six (6') square feet.

Section 9.2.5 Shopping Centers and/or Multiple Tenant Buildings

A. Shopping centers, malls and multiple tenant buildings may erect either one 80' square foot free-standing ground or pole sign (which may be used as an identification sign, directory listing or combination thereof) on each street or highway frontage except where the frontage exceeds 500' feet. An additional sign may be allowed provided it does not exceed 80' square feet in area and the total area of all free-standing signs do not exceed the maximum allowable area as specified in Section 9.2.5(b).

In addition to the above, shopping centers and/or multiple tenant buildings may be allowed one 80' square foot pole identification, directory listing or combination thereof at each entrance to the complex, not to exceed maximum area indicated in Section 9.2.5(b).

B. Total maximum allowable area:

1. Shopping centers and/or multiple tenant buildings fronting on one street or highway. Maximum total free-standing area 160' square feet.

2. Shopping center and/or multiple tenant buildings fronting on two streets or highways. Maximum total free-standing area 240' square feet.

3. Individual businesses within a shopping center and/or multiple tenant building may erect flat and/or projecting signs consistent with the provisions of Section 9.2.4(1) and (2).

4. Individual businesses within a complex shall not be allowed to have separate free-standing signs.

Section 9.2.6 Off-Premise Signs

A. Except as provided for in paragraphs (G) and (H) of this section, all commercial off-premise signs are banned in the areas of Beaufort County to which this ordinance applies.

B. Non-commercial off-premise signs shall be limited to the location and design standards set forth in this section, provided, however, that noncommercial off-premises signs and noncommercial on-premise signs may be placed on any premises where on the placement of commercial on-premise signs is allowed, and such noncommercial off-premise signs and noncommercial on-premise signs shall be subject to the size standards set forth in Section 9.2.4(a)(1-4).

C. Subject to the foregoing provisions of this Section 9.2.6, the following provisions shall apply to all noncommercial off-premise signs:

1. Off-premise signs may be located only within six hundred (600') feet of a commercial business or industrial operation measured from the center line of the commercial or industrial structure and only on the same side of the highway as the commercial use.

2. Commercial business or industrial operation does not include:

a. Such activities not visible from the main traveled thoroughfare; and

b. Transient or temporary activities; and

c. Outdoor advertising structures; and

d. Agricultural, forestry, ranching, grazing or farming activities; and

e. Activities conducted in a building used principally as a residence, i.e., home occupations; and

f. Activities more than one hundred sixty (160') feet from the nearest edge of right-of-way; and

g. Railroad tracks and sidings; and

h. Public buildings or activities;

C. No portion of any noncommercial off-premise sign shall be located nearer than three hundred (300') feet to any portion of the following:

a. Any other off-premise sign on same side of the street or highway; and

b. Church; and

c. Cemetery; and

d. Public building or facility; and

e. Historic district or site; and

f. Residence (single family or multi-family); and

g. Intersection of two or more streets (does not include driveways) other than directional signs of a uniform design pursuant to regulations for intersection directional signs as may be adopted from time to time by County Council.

D. The maximum permitted area of an off-premise sign shall be eighty (80') square feet.

E. The maximum permitted height of any noncommercial off-premise sign shall not exceed twenty-five (25') feet measured from the highest part of any sign and its supporting structure and the elevation of existing grade.

F. Back-to-back signs and V-sign structures shall be considered as one sign for purposes of spacing requirements.

G. Off-premise Directional Signs. In order to provide information and directional aid to the general public, directional signs may be erected upon approval of Beaufort County only within 300' feet of intersections of major traveled thoroughfares and secondary roads to identify businesses, services, organizations, agencies, facilities and activities located down the secondary road. Such directional signs shall not be utilized to identify uses on down the major traveled thoroughfare.

H. Directory Listing Signs. Directory listing signs may be placed at strategic locations in major highways in order to provide pertinent Beaufort area information to tourists and visitors. Such listings are intended to be informational and helpful for the convenience of visitors and not promotional of any particular business or type of business. Listings may be limited to local area hotels/motels, restaurants, major residential developments, major retail outlet centers and the like.

I. The design, location and information character of off-premise directional signs will be consistent with policies adopted by Beaufort County Council and, in addition, must be in compliance with the "Outdoor Advertising Act" of South Carolina.

J. Administration of directory listing signs will be in accordance with regulations developed by the County.

Section 9.2.7 Temporary Signs - Types

The following types of signs are classified as "temporary signs":

A. Special event signs which are in the nature of noncommercial advertising; and

B. "Grand Opening", "Going Out of Business" and "Sale" signs of business and services; and

C. Signs for work under construction; and

D. Land subdivision or development signs; and

E. Signs advertising the sale or lease of property upon which they are located.

Section 9.2.8 Temporary Signs - Area, Height, Location

A. Area. The total area of temporary signs shall not exceed eighty (80') square feet.

B. Height. The maximum height of temporary signs shall not exceed ten (10') feet measured from the highest part of any sign or supporting structure and existing ground level except special event promotional banners.

C. Location. No off-premise temporary sign, except those identified in Section 9.2.7 (d) and (e) shall be located nearer than one hundred (100') feet to any church, cemetery, public building, historic site or district and intersection of two (2) or more public streets or highways.

Section 9.2.9 Temporary Signs - Time They May Be Erected

A. Special event signs. Special event signs may be erected no sooner that thirty (30) days preceding a special event and shall be removed within forty-eight (48) hours following the special event.

B. Grand opening signs shall be erected for a period not to exceed thirty (30) days.

C. Going out of business and sale signs shall be erected for a period not to exceed thirty (30) days.

D. Work under construction signs pertaining to owners, architects, engineers, contractors, development agencies, financial institutions and the life may be erected on the

construction site during construction and shall be removed within thirty (30) days following completion of the project.

E. Signs announcing the subdivision of land may be erected on the land being developed and shall be removed when seventy-five (75%) percent of the lots are conveyed, or after two (2) years, whichever comes first.

Section 9.2.10 Temporary Signs - Permits

Unless exempted in section 9.4.2 of this Code, temporary signs must be permitted in the same manner as permanent signs.

Section 9.2.11 Nonconforming Signs - Defined

A. Any off-premise sign (other than those signs which are allowed in Section 9.2.6) on a federal primary aid or non-Federal aid highway which is not in compliance with the provisions of the Sign Ordinance orginally adopted March 28, 1977.

B. Any off-premise commercial sign located on a designated scenic highway by the State of South Carolina which is located on the opposite side of the highway from the commercial use.

C. Any off-premise commercial sign not in compliance with the provisions of this Ordinance.

D. Any on-premise commercial sign not in compliance with the original Sign Ordinance adopted March 28, 1977.

E. Any on-premise sign not in compliance with this Ordinance.

Section 9.2.12 Removal of Non-Conforming Signs - Just Compensation

A. Removal of off-premise nonconforming signs located adjacent to Federal Aid Primary Highways and/or Interstate Highways. (1) Subject to the provisions of this Article relating to maintenance (Section 9.5.9), the County Council may acquire, by purchase or condemnation, and require removal of such nonconforming off-premise signs as it may deem appropriate in pursuit of the purposes of this Ordinance, upon payment, to the owner of such sign, of such just compensation as may be required by the provisions of Title 23, U.S. Code, Section 131, and/or any amendments thereto, and/or the provisions of Section 57/25/195 of the Code of Laws of South Carolina, 1976, as amended, or other such S.C. Statutes as may be enacted pursuant to the Federal Highway Beautification Act of 1965, or any amendments thereto. Nothing herein shall be construed so as to require payment of just compensation upon removal of those signs maintained in violation of the provisions of this Article.

B. Removal of On-Premise Non-Conforming Signs.

1. Those signs as specified in Section 9.2.11(D) and Section 9.2.11(E) shall be removed or brought into compliance with this Ordinance within 45 days of official notice by Beaufort County.

D. Future Nonconforming Signs. Existing signs which conform to the provisions of this article and are subsequently made to be nonconforming by new construction or some other action beyond the control of the sign owner, shall be removed, changed, altered or otherwise made to conform with this article.

Section 9.2.13 Failure to Conform

Upon Determination by the County that a sign remains nonconforming after termination of the allowable time periods provided for in this section, the County shall notify the sign owner and/or the owner of land on which the nonconforming sign is erected, giving notice of mandatory removal within ten (10) days. Should the sign continue to be nonconforming at the end of the ten (10) day extension period, the County shall cause the sign to be removed and assess the sign owner or land owner the costs incurred by the County for such removal as provided by Section 9.2.16 of this article.

Section 9.2.14 Impoundment of Signs by Building Inspections Department

A. Signs subject to Removal Without Notice.

B. The Building Inspection Department shall have the authority to remove without notice to the owners thereof, and impound for a period of ten (10) days, signs placed within any street or highway right-of-way; signs attached to trees, fence posts, telephone and utility poles, or other natural features; and signs erected without a permit.

Section 9.2.15 Impoundment of Signs Erected Without Permits, But Which Otherwise Are In Compliance

When a sign requiring a permit under the terms of this article is erected without a sign permit, the Building Inspection Department shall use the following procedure.

A. Violation sticker. The Inspection Department shall attach a highly visible sticker reading "VIOLATION" to the face of the sign. The sticker shall include the date that it was attached to the sign with instructions to call the Inspection Department immediately.

B. Failure to obtain permit. If, within ten (10) working days, the owner of the sign fails to contact the Inspection Department, bring the sign into conformance with this article and get a permit for the sign, the Building Inspection Department shall have the sign removed and impounded without any further notice.

Section 9.2.16 Impounded Signs - Recovery, Disposal

The owners of signs impounded may recover same upon the payment of One and No/100 ($1.00) Dollar for each square foot of such impounded sign, prior to the expiration of the ten (10) day impoundment period. In the event it is not claimed within ten (10) days, the Inspection Department shall have authority to either discard or sell the sign.

Section 9.4 Permits

Section 9.4.1 Permits Required

Unless otherwise provided for, no sign shall be erected, replaced, relocated or altered without first obtaining a sign permit.

Section 9.4.2 Signs Exempt from Permit

A. One non-illuminated "For Sale", "For Rent", or "For Lease" sign not exceeding six (6') square feet in area.

B. One non-illuminated home occupation sign not exceeding four (4') square feet in area and mounted flat against the wall of the principal building for each profession or occupation carried on therein.

C. One residential person identification sign not exceeding four (4') square feet.

D. Official notices issued by any court, public agency or similar official body.

E. Traffic directional, warning or information signs authorized by any public agency.

F. Private street or road name signs.

G. The changing of words on signs designed for changing.

H. No trespassing, no hunting, no fishing, no loitering and similar signs not exceeding one (1) square foot in area.

I. One temporary in-season agricultural products sales sign not exceeding ten (10') square feet in total area.

Section 9.4.3 Application for Permit

A. All applications for sign permits shall be made to the Beaufort County Building Inspection Department.

B. The following information shall be submitted with the application:

1. Documentation of ownership of property on which sign is to be erected or written authorization by the owner of the property.

2. Name and address of the owner of the sign.

3. Site plan showing the precise location of the sign with respect to property and right-of-way lines and any buildings or other improvements to the property.

4. Exact size, nature and type of sign to be erected.

5. Any other information, specification, photographs or the like deemed necessary by the Building Inspection Department.

C. Change of ownership. When ownership of a business or property on which a sign is located changes, the new owner shall so notify the Building Inspection Department.

Section 9.4.4 Expiration of Permit

Any permit issued for the erection of a sign shall become invalid unless the work authorized by it shall have been commenced within six (6) months after its issuance.

Section 9.4.5 Fees

A. Regular fee. In order to defray some of the administrative costs associated with processing permit applications and inspection of signs, a minimum fee of Ten and No/100 ($10./00) Dollars or Twenty-Five (25¢) Cents per square foot of sign (whichever is greater) shall be paid by the applicant at the time the permit is issued. (Additional electrical permit fees will be charged for illuminated signs as specified under the National Electric Code.)

B. Temporary sign permit fee shall be Five and No/100 ($5.00) Dollars for each permit.

C. Reinspection fee shall be Five and No/100 ($5.00) Dollars. (Cross reference: Adoption and Amendment of National Electrical Code, Chapter 5.)

Section 9.4.6 Display of Permit

A. Display for permit tag. All permit tags issued for the erection of a sign shall be displayed on the sign and be readily visible.

B. Relocation of permit tag. Under no circumstances may the permit tag be removed from one sign to another, nor may the sign to which it is attached be relocated to another location.

C. Return of permit tag. In the event signs are dismantled, removed or the ownership transferred, the permit tag shall be removed, returned to the Department of Inspections and a new application made as appropriate.

D. Lost or illegible permit tag. If a permit tag is lost, defaced, destroyed or otherwise becomes illegible through normal wear or an act of vandalism, a new application shall be made to the Department of Inspections.

Section 9.5 Administration, Enforcement and Appeals

Section 9.5.1 Administration and Enforcement

Beaufort County Council hereby designates the Building Inspection Department to administer and enforce the provisions of this article.

Section 9.5.2 Interpretation and Conflict

A. Minimum requirements. The standards and provisions of this article shall be interpreted as being the minimum requirements necessary to uphold the purposes of this article.

B. Other regulations, ordinances, etc. Whenever this ordinance imposes a more restrictive standard than required by other regulations, ordinances or rules, or by easements, covenants or agreements, the provisions of this ordinance shall govern.

C. Statutes. When the provisions of any statutes impose more restrictive standards, the provisions of such statutes shall govern.

Section 9.5.3 Appeals

A. From decision of Building Inspection Department. Any person who feels that the official charged with administration and enforcement of this ordinance has erred in his interpretation or application of any provision of this ordinance may appeal such decision to the Beaufort County Board of Adjustments and Appeals for Building and Development Appeals Board. Such an appeal shall be filed in writing with the Board within twenty (20) days of a decision by the Building Inspection Department.

B. Fee. A fee of Ten and No/100 ($10.00) Dollars shall be paid for each appeal filed.

Section 9.5.4 Variances

A variance may be granted by the Board of Adjustments and Appeals for Building and Development Appeals Board where the literal application of this ordinance would create a particular hardship for the sign user and the following criteria are met:

A. Hardship caused the sign user under a literal interpretation of the ordinance is due to conditions unique to that property and does not apply generally to the County.

B. The granting of the variance would not be contrary to the general objectives of this ordinance.

In granting a variance, the Board of Adjustments and Appeals for Building and Development Appeals Board may attach additional requirements necessary to carry out the spirit and purpose of this ordinance in the public interest.

Section 9.5.5 Violations and Penalties

Any person, firm and corporation who violates the provisions of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall forfeit and pay such penalties as the Court may decide to prescribe not to exceed Two Hundred and No/100 ($200.00) Dollars or thirty (30) days imprisonment at the discretion of the Court for each violation.

Section 9.5.6 Amendments

From time to time this article may be amended by Beaufort County Council after holding a public hearing thereon, the time and place of which shall be duly advertised in a newspaper having general circulation in the jurisdiction at least fifteen (15) days prior to said hearing.

Section 9.5.7 Severability of Provisions

The provisions of this ordinance, as they may apply to commercial and/or noncommercial expression, respectively, are hereby specifically and distinctly declared to be severable. In the event that any provision of this ordinance be subsequently held or declared by the courts of this State or of the United States, acting with proper jurisdiction, to be illegal, null, or void. The validity of the remaining provisions shall not be affected, it being the intention and desire of the County Council that such remaining provisions continue effective.

Section 9.5.8 Scenic Areas and Highways

Beaufort County Council recognizes that county citizens may desire more comprehensive sign regulations than those contained in this article in various sections of the County and along these public highways. Therefore, County Council reserves the right to establish scenic areas in which additional sign controls and regulations may be enacted and enforced under the provision of this article.

Section 9.5.9 Maintenance Standards for Off-Premise Signs

All off-premise commercial signs must be structurally safe and maintained in a good state of repair which includes but is not limited to the following:

1. The sign face must be maintained free of peeling, chipping, rusting, wearing an fading so as to be fully legible at all times.

2. No maintenance may occur which will lengthen the structural life of the sign, as a result of decay, damage sustained from high winds or other climatological conditions or damage resulting from any cause.

3. There must be existing property rights in the sign.

4. In the event a sign is partially destroyed by wind or other natural forces, the County Council must determine whether to allow the sign to be rebuilt. If the County determines that the damage of the sign was greater than fifty (50%) percent of its replacement cost as of the time of the damage, the sign must be dismantled and removed at no cost to the County Council, and may not be erected again.

5. Extension, enlargement, replacement, rebuilding, adding lights to an unilluminated sign, changing the height of the sign above ground, or re-erection of the sign are prohibited.

6. Any signs suffering damage in excess of normal wear cannot be repaired without:

(a) Notifying the Beaufort County Department of Inspections in writing of the extent of the damage, the reason the damage is in excess of normal wear, and providing a description of the repair work to be undertaken, including the estimated cost of repair; and

(b) Receiving written notice from the Beaufort County Department of Inspections authorizing the repair work as described above. If said work authorization is granted, it shall be mailed to the applicant within thirty (30) days of receipt of the information described in (a) above. Any such sign which is repaired without Department of Inspections' authorization, shall be removed by the Department of Inspections, and the costs and expenses of such removal shall be paid by that person or entity making the unauthorized repairs.

7. Signs may be maintained only by painting or refinishing the surface of the sign face or sign structure so as to keep the appearance of the sign as it was when originally permitted. Upon determination by the Department of Inspections and notice to the permittee that a sign has become dilapidated or structurally unsound, such sign shall be removed within twenty (20) days,

unless an appeal of such determination has been previously filed with the County Council. Such sign shall thereafter be removed within twenty (20) days of disposition of such appeal in favor of the Council, its agencies, departments, and/or officials. Any structural or other substantive maintenance to a sign shall be deemed an abandonment of the sign, shall render the prior permit void and shall result in removal of the sign without compensation. Costs and expenses of removal hereunder shall be paid by the owner of such sign.

Adopted this 13th day of January, 1992.

AMENDMENTS

Ordinance	Adopted
93/29	October 11, 1993
93/21	June 28, 1993
92/34	November 23, 1992
92/13	April 13, 1993

94/28

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (90/3).

A. OFFICIAL LAND USE ZONING MAP 600-9

Bluffton District, Okatie Area, Map 28, Parcel 1 from Residential Agricultural District to Planned Unit Development 600-9.

Adopted this 12th day of December, 1994.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Thomas C. Taylor
Chairman

ATTEST:

_____
Clerk to Council

REVIEWED BY:

_____
Ladson Howell, County Attorney

First Reading: October 24, 1994
Second Reading: November 14, 1994
Public Hearing: December 12, 1994
Third and Final Reading: December 12, 1994

Amending Ordinance 90-3

00199

00861

STATE OF SOUTH CAROLINA)
) AMENDMENT TO
COUNTY OF BEAUFORT) DEVELOPMENT AGREEMENT

This Amendment to Development Agreement ("Amendment") is made and entered this _____ day of _____,1994, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, Del Webb and Beaufort County previously entered into a certain Development Agreement, dated December 16, 1993, and recorded in Deed Book _____ at Page _____ in the Office of the Register of Mesne Conveyances ("RMC") for Beaufort County, South Carolina, the purpose of which Development Agreement being to establish certain rights, duties and obligations of each party concerning a certain 4,250 acre parcel of land in Beaufort County, South Carolina, all as more fully set forth in said Development Agreement; and,

WHEREAS, Del Webb desires to add an additional parcel of land, more particularly described below, to the scheme of development originally approved for the original 4,250 acre parcel, and further, Del Webb and Beaufort County desire to enter this Amendment to incorporate the new parcel into the basic terms of the original Development Agreement, as modified herein and subject to the terms hereof.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering into this Amendment to encourage the planned development by Del Webb, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

I. INCORPORATION.

The above recitals, together with all terms and conditions of the Development Agreement dated December 16, 1993, between Del Webb and Beaufort County, as recorded in Deed Book ____ at Page ____ in the RMC Office of Beaufort County, South Carolina, are hereby incorporated by reference into this Amendment, except as specifically modified hereinbelow.

II. AMENDED PROVISIONS.

The Development Agreement dated December 16, 1994, between Del Webb and Beaufort County, as recorded in Deed Book ____ at Page ____ in the RMC Office of Beaufort County, South Carolina, (hereinafter "Development Agreement") is hereby amended as follows:

A. Section II A. of the Development Agreement, **Definition of Land Use Plan**, is hereby amended to include as part of the definition of Land Use Plan, in addition to the original land use plan described in the Development Agreement, the rezoning approval of the Bull Hill Tract, containing 377.94 acres, with certain changes to the Argent III Tract, as approved by Beaufort County Council on November _____, 1994, by Beaufort County Ordinance No. ____. All elements of the approved rezoning of said Bull Hill Tract and Argent III Tract are hereby incorporated into this Amendment by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, or in the Development Agreement, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitations are clearly stated. A complete copy of the Bull Hill Tract and Argent III Tract Master Plan is attached hereto and incorporated herein as Exhibit "C".

B. Section II B of the Development Agreement, **Land Subject to Agreement**, is hereby amended to include the land as described in Exhibit "A" hereto, which land, together with the land described in Exhibit "A" to the Development Agreement, shall henceforth constitute "the Property" which is subject to the terms of the Development Agreement.

C. Section III of the Development Agreement, **Infrastructure Costs And Impact Fees**, is hereby amended to add the following language to the end of the present Section III:

Del Webb and Beaufort County recognize that the ability of Beaufort County to collect a Transfer Fee from Purchasers at the time of transfer of real property within the unincorporated areas of Beaufort County was a material consideration to Beaufort County in negotiating the terms of the original Development Agreement. The parties further recognize that the State of South Carolina has enacted legislation which will terminate Beaufort County's ability to collect such transfer fees after December 31, 1996. Therefore, Del Webb hereby agrees that beginning on January 1, 1997, it will collect a fee of $300.00 from purchasers of homes from Del Webb within the Property, at the closing of each initial developer sale, and pay such fee unto Beaufort County. Furthermore, Del Webb agrees that beginning on January 1, 1997, Del Webb will pay the equivalent of the present transfer fee amount (.0025 x purchase price) at the time of its purchase of any land in the unincorporated area of Beaufort County.

The payments to be made to Beaufort County under the foregoing paragraph are to be made to compensate Beaufort County for the expected loss of revenue resulting from the loss of transfer fee revenue under the present transfer fee ordinance of Beaufort County. In the event that circumstances change so as to allow Beaufort County to continue to collect transfer fee payments of .0025 percent of purchase price under its present ordinance, or any duly enacted equivalent fee or tax to replace the present ordinance, which replacement applies to the Property or its purchasers, then the provisions of the foregoing paragraph shall be null and void.

D. Section IV A of the Development Agreement, **Multi-Purpose Facility**, is hereby amended as follows:

All references to the timing of Del Webb's transfer of the 5 acre parcel for the Multi-Purpose Facility to Beaufort County, the timing of all payments from Del Webb to Beaufort County for the construction and maintenance of the Multi-Purpose Facility, and the timing of Beaufort County's obligations to construct and operate the Facility are hereby amended, so that the following timetable shall govern the actions and obligations of the parties hereunder:

1. Del Webb shall donate the 5 acre parcel, as described in the plat attached hereto as Exhibit "B", to Beaufort County no later than December 1, 1994.

2. Del Webb shall place the first payment of **$412,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1994.

3. Del Webb shall place the second payment of **$212,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1995.

4. Beaufort County shall have a duty to provide fire protection and emergency medical services operating from the site, as more fully described in the Development Agreement, by no later than _____, 1995, and to maintain such services in operation from the site thereafter.

5. Del Webb shall place the final payment of $200,000.00 into Escrow, for the purpose described in the Development Agreement, no later than December 1, 1996.

All of the provisions described above in paragraph numbers 1-5 relate to setting specific dates on the obligations of both Beaufort County and Del Webb regarding the Multi-Purpose Facility, and no other substantive changes are intended regarding the obligations of these parties under the above stated amendments. In addition to the timing schedule set forth above, the parties further agree to amend the final paragraph on page 6 of the Development Agreement, which paragraph is completed on page 7 of the Development Agreement, to delete all references to the final **$200,000.00** payment by Del Webb as being a loan to Beaufort County, and all references to any obligation of Beaufort County to repay such $200,000.00 amount to Del Webb. To accomplish such purposes, the entire final paragraph on page 6 of the Development Agreement, to its conclusion on page 7, is hereby deleted, and the following sentence is hereby substituted there for: **"In addition to the payment of $625,000.00 by Del Webb as provided above, Del Webb shall make an additional, non-reimbursable payment to Beaufort County of $200,000.00, on or before December 1, 1996, said payment to be made to the same Escrow Account as described above, for the purpose of purchasing the pump truck for fire protection which will operate from the Multi-Purpose Facility."**

E. Section VI B(2) is hereby amended so that the heading "Argent III Tract" shall now be changed to "Argent III and Bull Hill Tract". In all other respects the section shall remain unchanged.

F. In addition to the specific amendments to existing sections of the Development Agreement as described above, Del Webb and Beaufort County hereby add the following new provision, which shall be designated as an additional paragraph D to Section II of the Development Agreement:

D. Future Development Property. Beaufort County and Del Webb hereby agree that if Del Webb should add other property to its Master Plan, beyond the Property as described in paragraphs II A and B above, per lot impact fee or transfer fee charges shall be limited to $300.00 per home, as provided under Section III C of the Development Agreement, as amended, or such per lot or home impact fee or transfer fee as may be applicable to other properties similarly situated in the unincorporated areas of Beaufort County, S.C., whichever amount is the lesser amount. The future Development property which shall be covered by this provision is more particularly described in Exhibit "A" to this Development Agreement, as amended.

Except as specifically provided under this Amendment, or by necessary implication to effectuate the provisions hereof, all other terms and conditions of the Development Agreement of December 16, 1993 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES

_____

_____

DEL WEBB COMMUNITIES, INC.

By:_____

Its:_____

Attest:_____

Its:_____

WITNESSES

_____

_____

THE COUNTY COUNCIL
OF BEAUFORT COUNTY, SOUTH CAROLINA

By:_____

Attest:_____

PROBATE

EXHIBIT "B"

Description of Property To Be Donated

All that certain parcel of property, containing 5.0 acres, more or less, as shown on a plat entitled "_____", prepared by Thomas and Hutton Engineering Company, Savannah, Ga., dated _____, 1994, certified by Boyce L. Young,S.C.R.L.S. No. 11079, and recorded in the RMC Office of Beaufort County, South Carolina, in Plat Book _____ at Page _____.

EXHIBIT "A"

Legal Description of Property

The Property which is made subject to this Amendment is more particularly described as follows:

All that certain piece and parcel of real property, in Beaufort County, South Carolina, containing 377.94 acres, more or less, as depicted upon a plat entitled "Boundary Plat For Bull Hill Tract, Beaufort County, South Carolina," prepared for Del Webb Communities, Inc., by Thomas and Hutton Engineering Co., Savannah, Ga., dated _____, 1994, certified by Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book ____ at Page ____.

AND ALSO, for the purpose of describing the Future Development Property under IIF of this Amendment (which adds a new paragraph IID to the Development Agreement) only, all that certain property which is contiguous to the approved Master Plan Area, within Beaufort County, South Carolina, and which lies east of the New River, west of S.C. Highway 170, north of S.C. Highway 46, and south of the proposed extension of U.S. Highway 278 from McGarveys Corner to Interstate 95, which Property is not a part of the presently approved Master Plan Area.

EXHIBIT "C"

Master Plan Amendment

Attached hereto as Exhibit "C" to the Amendment To the Development Agreement is a complete copy of the entire Del Webb Master Plan and Rezoning documentation for the Bull Hill Tract, with certain approved changes to the Argent III Tract, as approved and adopted by the County Council of Beaufort County, South Carolina on November_____, 1994. To the extent that any portion of such Master Plan Amendment may be inadvertently or intentionally omitted as a physical attachment hereto, or any copy hereof, such Master Plan Amendment and Rezoning Approval, as adopted by Beaufort County Ordinance Number _____, is hereby incorporated herein by reference.

2004/29

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE THE *SECOND AMENDMENT TO THE DEVELOPMENT* AGREEMENT BY AND BETWEEN DEL WEBB COMMUNITIES, INC. AND THE COUNTY OF BEAFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

NOW, THEREFORE, Beaufort County Council adopts this ordinance so to amend the Del Webb Communities, Inc. Development Agreement all of which is more fully set forth in the document entitled SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, a copy of which is attached hereto and incorporated by reference herein as if set forth verbatim.

This ordinance shall become effective upon filing of an executed SECOND AMENDMENT TO DEVELOPMENT AGREEMENT with the Beaufort County Clerk to Council.

Adopted this 23rd day of August, 2004.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

_____
Kelly J. Golden, Staff Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: July 26, 2004
Second Reading: August 9, 2004
Public Hearing: August 23, 2004
Third and Final Reading: August 23, 2004

(Amending 93/37 and 94/28)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment To Development Agreement ("Second Amendment") is made and entered this 23rd day of August, 2004, by and between Del Webb Communities, Inc. an Arizona Corporation ("Del Webb") and the governmental authority of Beaufort County, South Carolina ("Beaufort County").

WHEREAS, on or about December 13, 1993, the parties hereto did enter upon a certain Development Agreement, and Beaufort County did, on that date, enact said Development Agreement, by Ordinance, all of which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 4806 at Page 967; and,

WHEREAS, on the same date in December of 1993, Beaufort County did enact by Ordinance a certain Planned Unit Development Zoning District, designated as Del Webb's South Carolina PUD for the Argent Tract and the Sander's Tract, subsequently known and designated as Del Webb's Sun City Hilton Head ("The PUD Approval"); and,

WHEREAS, subsequent to the approval of the above referenced Development Agreement and PUD, the parties did amend both documents for the sole purpose of adding the adjacent Bull Hill Tract into the development scheme, on or about December 12, 1994, which amendments respectively constitute the Amended PUD and the Amended Development Agreement for Del Webb's Sun City Hilton Head, in effect as of the date hereof; and,

WHEREAS, representatives of the Technical College of the Lowcountry have approached Del Webb with a request to purchase a portion of the existing PUD property, located on the north side of US Highway 278, for the purpose of developing the site for a campus location for the Technical College of the Lowcountry, which School Campus Use constitutes a use not specifically contemplated by current PUD and Development Agreement approvals; and,

WHEREAS, Del Webb has determined that the School Campus use proposed by the Technical College of the Lowcountry constitutes a beneficial use, for existing and future Sun City residents as well as the general population of Beaufort County, and that such use would therefore compliment and enhance the overall development plan for Sun City Hilton Head ; and,

WHEREAS, Del Webb has therefore agreed to enter this Second Amendment To Development Agreement, and submit the accompanying Application To Amend the existing PUD Approval, for the purpose of allowing the School Campus Use category of development within the existing PUD, as more particularly described below and in the Second Amendment To PUD, attached hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Del Webb and Beaufort County do hereby agree as follows:

1. **Recitals**. The above recitals together with the Development Agreement, PUD Approvals, and Amendments thereto, as referenced above, are hereby incorporated herein by reference and made a part hereof.

2. **Definition of Land Use Plan**. That certain section of the Development Agreement which defines the approved Land Use Plan, as modified to previously include the Bull Hill Tract, all

as described above, is hereby further modified to amend Section II (A), Definition of Land Use Plan, to include the following provision:

The attached Second Amendment to the Master Plan for Del Webb's Sun City Hilton Head is hereby incorporated into the Development Agreement, as fully as if originally included therein originally as a part of Exhibit "C" thereto, to include all matters as described in the Second Amendment To PUD, as attached hereto and incorporated herein. The purpose and intent of this change is for the sole purpose of allowing the development of the additional School Campus Uses described therein and to authorize conveyance of the School Campus property to a separate third party entity or entities to facilitate such School Campus development.

3. **Effect of Second Amendment To Development Agreement**. Except as specifically amended hereby, or by necessary implication to accomplish the stated purposes hereof, all provision of the prior Development Agreement and PUD Approval, as previously amended, shall remain in full force and effect. Uses and densities as otherwise defined under prior approvals remained unchanged by the addition of the limited School Campus area created hereby.

4. **Term**. The term of this Second Amendment To Development Agreement shall be 20 years from the date hereof, unless the parties hereto, or their successors and assigns, shall hereinafter agree otherwise in writing.

In Witness Whereof, the undersigned hereby sets forth their hands and seals, effective the date first above written.

WITNESSES

BEAUFORT COUNTY, S.C.

By:

Attest:

80500

STATE OF SOUTH CAROLINA.)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY, that on this ____ day of _____, 2004. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the above named officials of Beaufort County, South Carolina, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

_____

_____

DEL WEBB COMMUNITIES, INC.

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY, that on this 23 day of September, 2004 before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Kenneth R. Hull known to me (or satisfactorily proven) to be the persons whose

name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: 3-7-2014

01506

NARRATIVE FOR THE SECOND AMMENDMENT TO THE DEL WEBB (SUN CITY HILTON HEAD) PUD TO ALLOW INSTITUTIONAL USES

This Narrative, and the exhibit hereto, are submitted as an amendment to the existing Del Webb PUD (Sun City Hilton Head), to allow the uses as explained and specified herein.

I INTRODUCTION

The Technical College of the Low Country ("TCL") has approached Del Webb Communities, Inc. ("Del Webb") with a request to purchase property within the existing Del Webb PUD, for the purpose of developing a campus for TCL on the northern side of Highway 278, at the western extreme of the existing PUD property. Del Webb has determined that, in its opinion, a TCL site in this location will provide educational and employment opportunities for its residents, and will therefore enhance the overall development plan.

Under the existing PUD Master Plan, this property is shown as Golf, with additional allowed uses to include residential, community facilities and other uses. (See Section IV, Development Plan, subsection (A)(2) of the Master Plan Narrative). A school campus is not specifically listed as an allowed use under the Master Plan, but neither is the school use specifically excluded.

Under the land use ordinance which governs the PUD property (Beaufort County Ordinance 90-3, as amended by the PUD and Development Agreement), both private and public school campuses, as allowed under NPD-2, are listed as additional allowed uses under the Master Plan, under certain circumstances. (See Section 4.13.3) (G) of Ordinance 90-3). Even though the school use may be technically allowed, without official amendment of the PUD, both Del Webb and TCL acknowledge that the potential school site was not specifically listed as a proposed use under the Master Plan, and that the issue of the location of a TCL campus is sufficiently important to residents of Sun City and other Beaufort County residents to merit a full and complete public process.

This PUD Amendment Narrative will state the specific changes requested, to both the Concept Master Plan of Sun City Hilton Head and the PUD Narrative. Except as specifically amended to allow the currently proposed School Campus Use, the current Del Webb PUD will remain unchanged and unaffected. Section II below explains the

change to the Concept Master Plan and Section III sets forth the changes to the current Master Plan Narrative. Section IV addresses general matters of potential concern, and Section V summarizes the requests and the reasons for approval.

If approved by County Council, this Narrative and the accompanying Amended Concept Master Plan will become a part of the overall approval of the Del Webb PUD in Beaufort County. A Second Amendment to Development Agreement, which has the sole effect of authorizing this PUD Amendment, is being submitted with this request.

II CONCEPT MASTER PLAN

The original Concept Master Plan for Del Webb's PUD was approved by Beaufort County Council on December 13, 1993, and amended to include the Bull Hill property on December 12, 1994. The current Concept Master Plan approval of Del Webb's PUD is hereby amended to include the designated School Campus Use area, consisting of 25.00 acres of upland (non- designated wetland) property on the northern side of US Highway 278, and 7.25 acres of designated wetlands, as shown on Exhibit A hereto. Except as modified by the Exhibit A Amended Concept Master Plan, all other areas of the now existing Concept Master Plan remain unchanged. Exhibit B hereto is a site location map to assist in locating the School Campus site and depict its relationship to surrounding properties.

III MASTER PLAN NARRATIVE AMENDMENT

Section IV A of the current Master Plan Narrative is hereby amended to add the following land use category, to be applied to the area designated as School Campus under the Exhibit A Amended Concept Master Plan:

15. SCHOOL CAMPUS

The School Campus area, as designated on the Amended Concept Master Plan, allows the following land uses:

(a) Schools, both public and private, and all accessory and ancillary uses commonly associated with school campuses and school campus development, to include a technical or community college campus site, and all accessory and ancillary uses.
(b) All land uses allowed within the Golf Course Classification, (See Section IV (A) (2) of Master Plan Narrative), including alternate land uses, subject to all restrictions and limitations placed upon such areas under the Master Plan as

B. Traffic Analysis and Recommendations. As a part of any Development Plan approval for School Campus uses, within the School Campus area, the Applicant shall conform to the requirements of paragraph IVA (4) above. In this connection, the Applicant has received and acknowlges the preliminary comments and recommendation made by Day Wilburn Associates, Inc., in a letter to John Thomas, as a representative of Technical College of the Lowcountry, dated June 9, 2004.. Those recommendations shall form the basis of initial planning for any School Campus development within the School Campus area; provided, however, that this reference to the June 9, 2004 letter shall not limit the power and authority of Beaufort County and its Development Review Team to make final decisions which may vary from those preliminary recommendations, at the time of actual development approval of a School Campus use, when more complete information is available as to specific site planning and when a complete Traffic Impact Analysis is available for review, as required by IVA (4) above.

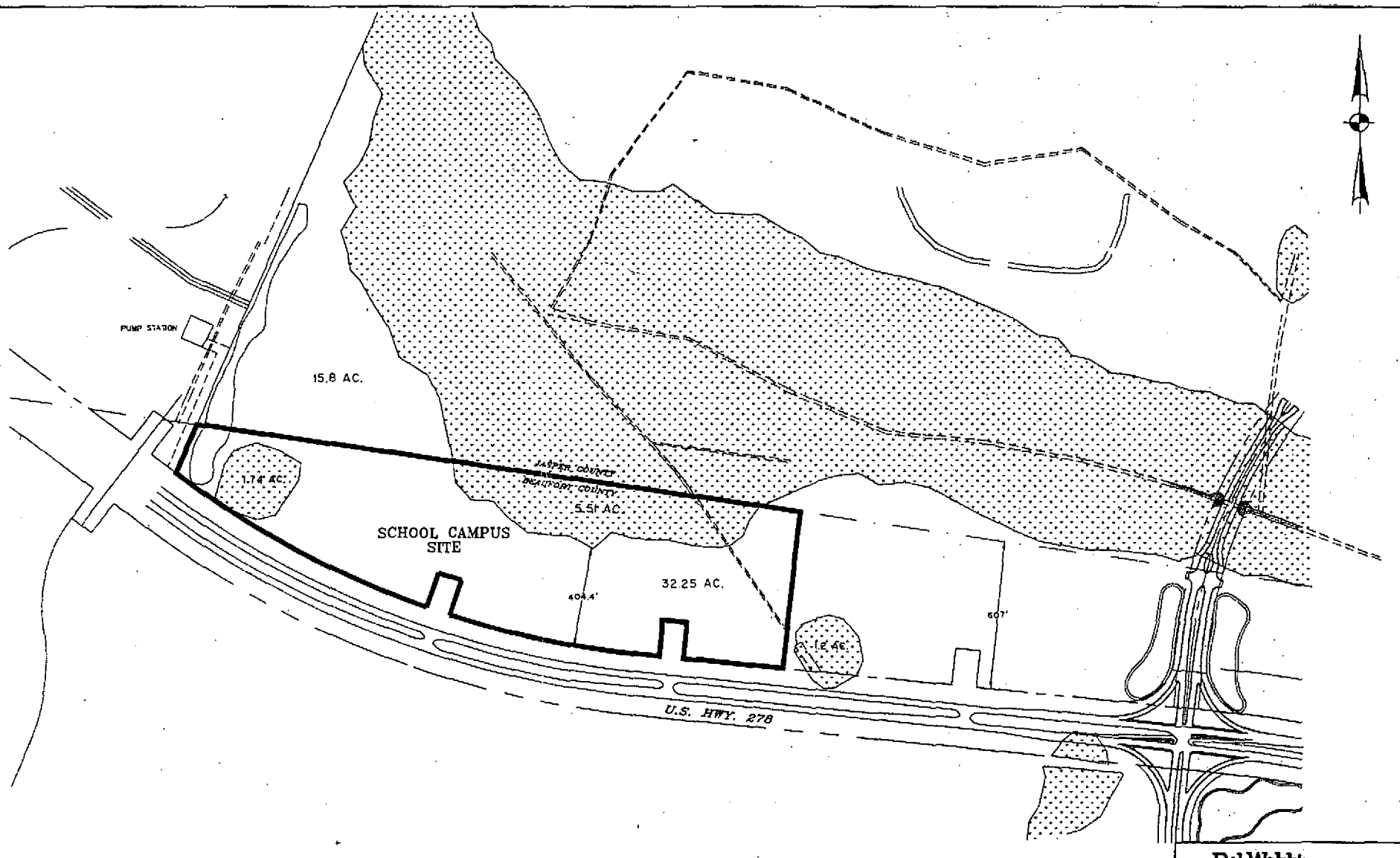
C. Other Development Standards. Unless specifically modified herein for School Campus Uses, all other development standards and parameters of the existing PUD approval of Sun City Hilton Head shall continue in full force and effect, as provided under prior approvals. Development which meets these standards shall be considered by right development for the School Campus area, subject to appropriate development permits and building permits under Beaufort County law, as applicable to the Sun City Master Plan, and as applicable to School Campus uses within the School Campus area as designated hereunder.

V SUMMARY

The sole purpose of this Amendment to the Sun City Hilton Head (Del Webb) Master Plan is to allow the additional land uses described herein, for the limited area of the original PUD, as identified by the Exhibit A Amended Concept Master Plan for Sun City Hilton Head, and to establish applicable development parameters for School Campus uses allowed hereunder.

The Applicant believes that this proposed Amendment is in the best interest of the citizens of Sun City Hilton Head and of Beaufort County and should be approved by Beaufort County Council. If approved, the standards contained herein, applicable to the Exhibit A property, shall become a part of the previously approved Sun City Hilton Head PUD.

N:\ARGENT2\EXHIBITS\NEW\TCLSITE-B.dwg May 19, 2004 - H02232



ACREAGE TABLE

UPLANDS	25.00 AC.
WETLAND	7.25 AC.
TOTAL	32.25 AC.

EXHIBIT A TO
SECOND AMENDMENT
TO SUN CITY HILTON
HEAD PUD MASTER
PLAN

Del Webb's
Sun City Hilton Head

SCHOOL CAMPUS
EXHIBIT

PREPARED FOR
DEL WEBB COMMUNITIES, INC.

DATE: MAY 19, 2004 NOT TO SCALE

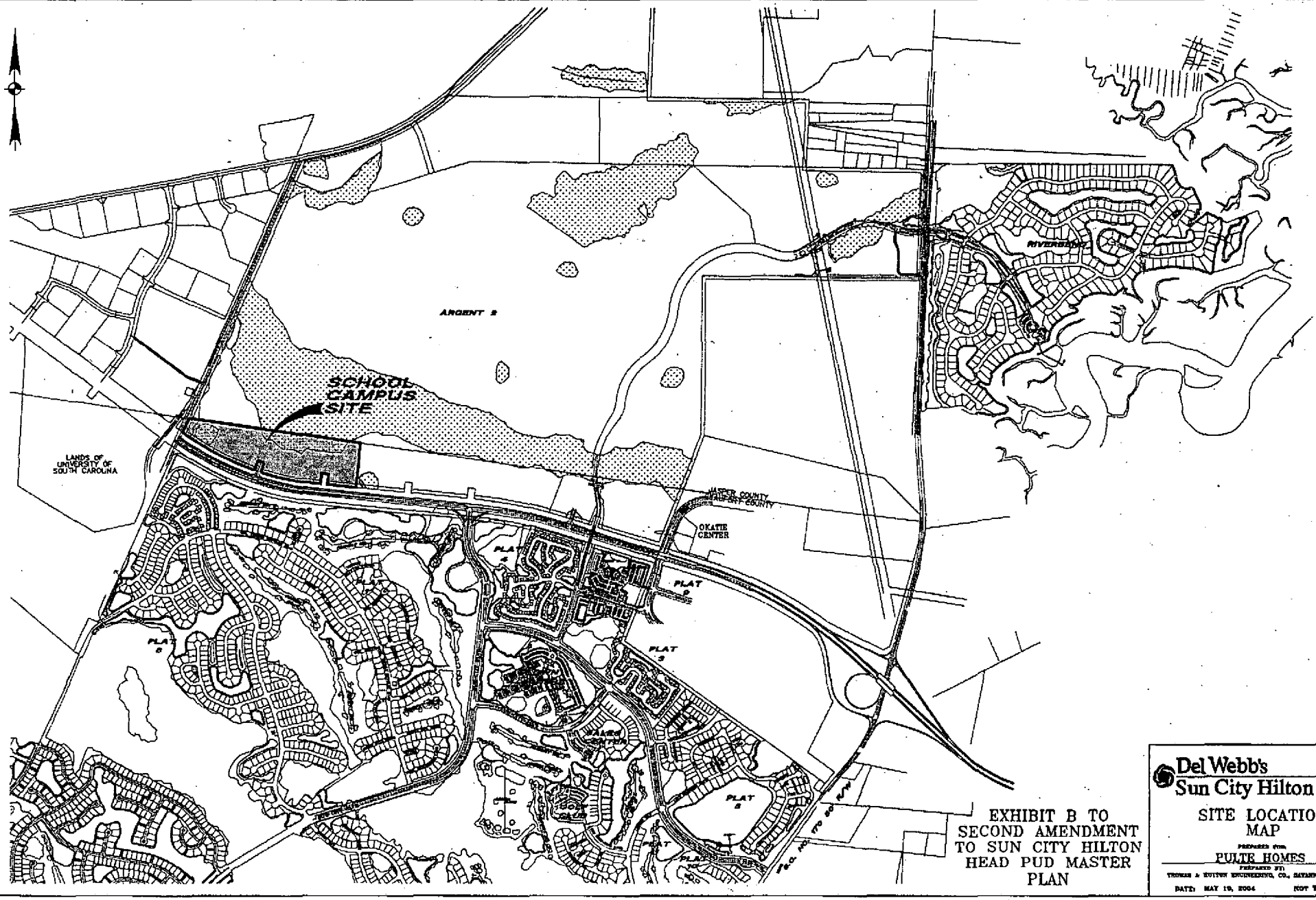


EXHIBIT B TO SECOND AMENDMENT TO SUN CITY HILTON HEAD PUD MASTER PLAN

Del Webb's Sun City Hilton Head

SITE LOCATION MAP

PREPARED FOR: PULTE HOMES

PREPARED BY: THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA

DATE: MAY 19, 2004 NOT TO SCALE

COUNTY COUNCIL OF BEAUFORT COUNTY

Multi Government Center ♦ 100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 470-2800 FAX (843) 470-2751

Kelly J. Golden
Staff Attorney
Administrative Bldg., Suite 270
100 Ribaut Road
Post Office Drawer 1228
Beaufort, SC 29901-1228
Telephone (843) 470-5380
FAX (843) 470-5383
email: kgolden@bcgov.net

Stacy D. Bradshaw
Legal Secretary
email: stacyb@bcgov.net

Lewis J. Hammet, Esquire
Law Office of Lewis Hammet
PO Box 1719
Bluffton, SC 29910-1719

August 30, 2004

RE: Del Webb Development Agreement

Dear Lewis:

Attached please find the original Second Amendment to Development Agreement between Del Webb Communities, Inc. and Beaufort County. Please have this Agreement executed and send back to me for Mr. Newton's signature. Upon execution, I will send you a copy.

Should you have any questions or comments please do not hesitate to contact me.

With kindest regards,

Stacy D. Bradshaw

Stacy D. Bradshaw

/sdb

enc.: as stated

d1S00

Law Office of
Lewis J. Hammet, P.A.
Attorney and Counselor at Law
Post Office Box 2960
32 Calhoun Street
Bluffton, South Carolina 29910
(843) 757-8126 (843) 757-7620

Memorandum

To: **Kelly J. Golden**
Stacy D. Bradshaw

From: **Lewis J. Hammet**

Date: **September 23, 2004**

Re: **Del Webb Amendment Documents**
TCL Site

Enclosed please find the final Second Amendment To Development Agreement, executed by Ken Hull for Del Webb. Also enclosed is the Second Amendment to PUD, which is the companion document, approved by County Council, to be recorded as an attachment to the Development Agreement Amendment. The PUD Amendment has two drawings attached, which are Exhibits A and B of the PUD Amendment, which should be included in the recording as well. The whole package gets recorded in the Office of the Register of Deeds. Please make several copies of the original once it is fully executed, with the County Attorney approval stamp added, so you can have the copies marked as recorded and return one to me. I will need the actual recording information (book and page) as well as a copy of the fully recorded document, with each page stamped as they do before returning the original, once these things are available. Please call if you have any questions.

00218

Book 683

93/39

967

4806

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT)

This Development Agreement ("Agreement") is made and entered this 22 day of December, 1993, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended in June of 1993; and,

WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including the county council of a county, to enter development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Del Webb, as developer, proposes to develop a planned community on land including approximately 4,250 acres in the unincorporated area of Beaufort County, South Carolina; and,

WHEREAS, this development agreement is being made and entered between Del Webb and Beaufort County, under the terms of the Act, for the purpose of providing assurances to the developer that it may proceed with its development plan under the terms of its present approval, as hereinafter defined, without encountering future changes of law which would adversely affect the ability to develop or the cost of future development under the plan;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering this Agreement to encourage the planned development by Del Webb, the receipt and

sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act, and the definitions as set forth in Section 6-31-20 of the Act.

II. DEL WEBB LAND USE PLAN AND VESTING OF DEVELOPMENT RIGHTS.

A. **Definition of Land Use Plan.** As used in this Agreement, the Del Webb Land Use Plan shall mean and refer to the land use plan and all related descriptions and development standards, as described and set forth in the Rezoning Application of Del Webb, as approved and enacted by the Beaufort County Council on December 16, 1993, by Beaufort County Ordinance No. 93 - 36. All elements of the approved rezoning are hereby incorporated into this Agreement by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitation is clearly stated. A complete copy of the Master Plan approval is attached hereto and incorporated herein as Exhibit "C".

B. **Land Subject to Agreement.** The tract of land hereby made subject to this Agreement is that land within Beaufort County as depicted on the approved Master Plan, and which is more specifically described in Exhibit "A" hereto, hereinafter referred to as "the Property".

C. **Vesting of Development Rights; Effect of Future Legal Changes.** Beaufort County hereby agrees that the Del Webb Master Plan, as approved, shall govern all aspects of land development within the Property, according to the terms and standards as stated within the approval, for a period of twenty years from the enactment of this Agreement. Del Webb shall have a vested right to proceed with development of the Property in accordance with Master Plan and the terms of this Agreement. No future changes or amendments to the Beaufort County Zoning and Development Standards Ordinance shall apply to the Del Webb development, unless Del Webb voluntarily agrees to adopt such new standards, and no other legislative enactments (laws) of Beaufort County shall apply to

the Master Plan or Property which have an adverse effect on the ability of the developer to develop according to the Master Plan or which have the effect of materially increasing the cost of development and product sales under the Master Plan, except as provided under the terms of this Agreement. Notwithstanding the foregoing, the parties specifically agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes or any other codes related to the construction or safety of structures, or such code associated fees, nor of any tax or fee of universal application throughout the unincorporated areas of Beaufort County to both existing and new development as set forth below, nor of any law or ordinance of universal application throughout the unincorporated areas of Beaufort County to both existing and new development specifically found by the Beaufort County Council to be necessary to protect the health, safety and welfare of the citizens of Beaufort County.

III. INFRASTRUCTURE COSTS AND IMPACT FEES.

Beaufort County and Del Webb recognize that the majority of the direct costs associated with the Del Webb development will be borne by the developer, and many other necessary services will be provided by separate governmental or quasi-governmental entities, and not by Beaufort County. For clarification, the parties make specific note of the following:

A. Private Roads. All roads within the Master Plan Area will be constructed by the developer and maintained by the developer and/or the Owner's Association. Beaufort County will not be responsible for construction or maintenance of any roads within the Property.

B. Public Roads. All major public roads that serve the Master Plan Area are under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. These roads include Highway 278 and the proposed State extension of Highway 278 to Interstate 95, Highway 170 and Highway 141. Beaufort County will not be responsible for construction, improvements or maintenance of the public roads which serve the Property.

C. Potable Water. Potable water will be supplied to the development under contract with Beaufort-Jasper Water and Sewer Authority. Del Webb will construct or cause to be constructed all necessary water service infrastructure within the development, which will be maintained by the Authority. Beaufort County will not be responsible for any construction, treatment, maintenance or costs associated with water service to the Master Plan Area.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided under contract with Beaufort-Jasper Water and Sewage Authority. Del Webb will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by the Authority. Beaufort County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Master Plan Area.

E. Drainage System. All stormwater runoff and drainage system improvements within the Property will be designed to Beaufort County standards by Del Webb, constructed by Del Webb, and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for any construction or maintenance costs associated with the drainage system within the Master Plan Area. The on-site drainage system has been designed so that there will be no increase in outflow to adjacent property as a result of the project, as required by Beaufort County development standards.

F. Solid Waste Collection. All solid waste collection within the Master Plan Area will be supplied under private contract. Beaufort County will not be responsible for solid waste collection service within the Master Plan Area.

G. Other Utility Services. All other utilities, including telephone and electric, will be supplied directly by the applicable utility companies, as described in the Master Plan. Beaufort County will not be responsible for any construction or maintenance, or the providing of any service, regarding such utility services.

H. Recreational Facilities. The parties recognize that Del Webb will provide extensive recreational facilities within the Master Plan Area for residents and guests of the community, including both active recreational areas and passive recreational areas. All recreational facilities within the Master Plan Area will be developed at the sole expense of Del Webb and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for providing, constructing or maintaining any of the recreational facilities of the Master Plan Area.

The parties agree that the above facts, together with the costs and fees to be paid by Del Webb under Section IV of this Agreement, make it appropriate for Beaufort County to give assurance to Del Webb that the Del Webb development will not be subjected to future fees which might otherwise be imposed upon the development. This assurance is imperative in order that Del Webb may accurately forecast the potential costs of future development in Beaufort County and thus make an informed decision regarding its long term commitment to develop under the Master Plan.

No development impact fees adopted subsequent to this Agreement shall apply to development under the Master Plan or to developer product sales within the Master Planned Area. The term development impact fees shall include any specific charges or fees made applicable to development product, infrastructure or residential home construction or sales by the developer, which fees or charges increase the cost of development product which is constructed and/or sold within the Master Plan area, regardless of the specific term used to define such fees or charges. This prohibition against future impact fees shall not apply to the levying of any tax or fee of universal application within the unincorporated areas of Beaufort County to new and previously existing development, such as general property taxes or approved school bond referenda, but shall prohibit the imposition of all fees and charges which specifically impact new development, new subdivision or new home sales within the Del Webb project.

The parties recognize that future changes to State law may alter the present method of funding public schools within the State of South Carolina. Nothing contained in this Agreement between Del Webb and Beaufort County is intended to exempt Del Webb or the Property from the application of any laws which may be passed in the future by the South Carolina State Legislature, or by Beaufort County which may be adopted to replace funding should the present method of funding be altered.

IV. COUNTY FACILITIES AND COST.

A. Multi-Purpose Facility. Both Beaufort County and Del Webb recognize that a fire station and emergency medical service ("EMS") in the general vicinity of the Property will be needed to serve the fire protection and EMS needs of the Del Webb development and the surrounding community. The County desires to consolidate these services with a Sheriff's substation in a multi-purpose county facility adjacent to the Del Webb development (the "Multi-Purpose Facility"). Del Webb agrees to participate in meeting the initial cost of the Multi-Purpose Facility, as provided below, in return for Beaufort County's commitment to provide the important services to be housed at the Facility.

Del Webb shall donate approximately five acres of land suitable for construction as more particularly described on Exhibit "B" for the Multi-Purpose County Facilities site to Beaufort County, no later than six months after receiving final development approval for construction of its first phase of development. Del Webb shall provide a boundary survey of the Exhibit "B" property prior to actual conveyance, and shall convey the property by Limited Warranty deed to Beaufort County. It is understood and agreed that Del Webb does not presently hold title to the property to be donated, and any delay in Del Webb's taking title could delay the donation to Beaufort County. Beaufort County's obligation to provide a multi-purpose site under this Agreement is specifically conditioned upon donation of the Exhibit "B" site to Beaufort County, or an alternate site acceptable to both parties. If the Exhibit "B" site is not

currently served by paved access to either U.S. Highway 278 or Highway 170, Del Webb agrees to provide suitable construction access on a timely basis, at no cost to Beaufort County, and temporary paved access prior to occupancy of the Facility, also at no cost to Beaufort County. Furthermore, Del Webb will provide permanent paved access, or cause such to be provided to the site at no cost to Beaufort County, built to appropriate County standards, once the Highway 278 extension has been constructed.

Del Webb further agrees to provide funding for construction of the Multi-Purpose Facility and for the purchase by the County of one pump truck for fire protection, one rapid response vehicle for fire protection, one vehicle for emergency medical services, and funding toward the purchase of two Sheriff's patrol cars, provided that Del Webb's total obligation hereunder shall not exceed $825,000.00, which shall be composed of a $625,000.00 non-reimbursable payment and a $200,000.00 loan to Beaufort County. At the time of the transfer of the Exhibit "B" Property, Del Webb shall place the first $412,500.00 payment in Escrow, with an agent acceptable to both parties, which funds may be utilized by Beaufort County to accomplish the necessary construction of the facility. One year from the time of the first $400,000.00 payment, Del Webb shall place an additional $212,500.00 in the above described Escrow, which funds shall be utilized to complete the facility construction and purchase the rapid response vehicle, EMS vehicle and Sheriff's vehicle which will operate from the site. Beaufort County shall be responsible for all planning and permitting for the site and building. Del Webb shall have the right to review and approve all plans, for aesthetic purposes, and Del Webb shall have the right to require that the building and grounds be made architecturally compatible with Del Webb standards, so long as Del Webb is responsible for any increased construction costs associated with upgrading to meet such Del Webb standards. This right of architectural review shall be reserved as a restriction and encumbrance in the deed of conveyance to Beaufort County. Beaufort County shall have a duty to diligently pursue all necessary design, permitting, construction and equipping of the site immediately upon conveyance of the site to Beaufort County and posting of the initial Escrow Account. Fire protection and emergency medical services shall be completed and in operation within 60 days of issuance of the Certificate of Occupancy of the first residential home within the Property, and Beaufort County shall have an affirmative duty to maintain such services in operation from the site thereafter.

In addition to the total payment of $625,000.00 of non-reimbursable funds by Del Webb as provided above, Del Webb shall make an additional payment to Beaufort County of $200,000.00. This additional payment shall be in the form of a loan from Del Webb to Beaufort County, at zero interest, with the proceeds to be paid into the same Escrow described above for the purpose of purchasing the pump truck for fire protection which will operate from the Facility. Del Webb shall pay the $200,000.00 loan proceeds into the Escrow account one year (365 days) after payment of the $212,500.00 nonreimbursable payment provided for above into Escrow, as described above. Beaufort County shall repay the

$200,000.00 loan amount in five equal, annual installments of $40,000.00 each, with the first installment due exactly one year from the time that the $200,000.00 loan amount is placed in Escrow, and the remaining installments due annually thereafter on the same date of the succeeding four years. The debt shall be evidenced by a Note from Beaufort County to Del Webb, which shall incorporate the terms stated above. Should Del Webb fail to achieve a building program of at least 400 homes per year, the loan repayment schedule will be deferred until such time as Del Webb achieves a 400 home per year construction rate.

The Deed of Conveyance of the Exhibit "B" Property to Beaufort County, and other related documents, shall contain a provision for the reversion of title of the Property to Del Webb if the Multi-purpose Facility is not constructed within three years of the initial transfer of title to Beaufort County. This three year period shall be extended should Del Webb fail to begin substantial development under the Master Plan within three years of this transfer of title date, to provide for reversion three years from the commencement of such development if the Facility has not been constructed by Beaufort County. The reversion shall apply to the total property if no facilities have been constructed within such time. The reversion shall also apply if all or any portion of the site should be abandoned as to use for the purpose of providing fire protection, EMS, law enforcement and other governmental services by Beaufort County. No future claim shall be made by Del Webb or its successors to utilize the site for any other purpose than provided herein for Beaufort County.

B. Library Fund. As additional consideration for the covenants of Beaufort County hereunder, Del Webb agrees to pay to Beaufort County a fee of $67.50 per house, paid one time for each house upon application to Beaufort County for a building permit for that house, to be added to a special library fund which Beaufort County hereby agrees shall be used for the sole purpose of providing expansions or improvements to county library facilities and services in the mainland portion of Beaufort County situated south of the Broad River; provided, however, that Beaufort County may utilize such funds as are paid hereunder after twelve years from this date for such library purposes in any portion of Beaufort County south of the Broad River.

C. Boat Ramp Repair Fund. As additional consideration for the covenants of Beaufort County hereunder, Del Webb agrees to pay to Beaufort County $20.00 per house, paid one time for each house within the Property upon application to Beaufort County for a building permit for that house, for a boat ramp repair fund which the County hereby agrees shall be used exclusively for the repair of public access boat ramp facilities in the portion of Beaufort County south of the Broad River.

V. SPECIFIC CONDITIONS OF DEL WEBB DEVELOPMENT.

In further consideration for the commitments made to Del Webb by Beaufort County under this Agreement, Del Webb agrees to make certain commitments regarding its development of the Master Plan Property. Nothing in this Section V will be construed as modifying in any way any provision of Section III hereof. The conditions which follow are in addition to the commitments made elsewhere herein by Del Webb and under the approved Master Plan.

A. Solid Waste Management. Del Webb agrees to make recycling mandatory within the Property under a program consistent with Beaufort County law and fees regarding recycling. These requirements for mandatory recycling shall be added to the Covenants and Restrictions which shall be binding upon all property and owners within the Master Plan area. Del Webb or the homeowners within the Property will bear all costs of waste collection including recycling.

B. Use of Effluent. Del Webb agrees to accept treated effluent and utilize the effluent to the maximum degree practical for golf course irrigation and for irrigation of common areas isolated from residences, where economically feasible, provided that the quality and quantity of treated effluent made available by Beaufort-Jasper Water and Sewer Authority are sufficient to meet DHEC requirements. Del Webb shall have no affirmative obligation to accept more treated effluent than is generated by the Del Webb development, but Del Webb shall have the option to accept additional effluent, at its sole discretion, subject to such credits as may be defined in its agreement with Beaufort-Jasper Water and Sewer Authority. At such time as the Del Webb development generates more effluent than can be utilized on the golf courses or suitably remote common areas, Del Webb shall have no responsibility to accept such excess effluent unless and until the level of treatment is tertiary. Any participation by Del Webb in raising the treatment level to tertiary will be defined in the agreement between Beaufort-Jasper Water and Sewer Authority and Del Webb.

C. Wells on Property. Del Webb agrees that no wells shall be constructed within the Exhibit "A" property which draw water from the Upper Floridan aquifer as a primary source of potable water or irrigation water after Beaufort-Jasper water and Sewer Authority completes water service to the site. Del Webb reserves the right to construct and utilize wells which draw from the Lower Floridan (middle) aquifer, to the extent necessary to supplement irrigation, provide backup irrigation capability, and for the purpose of leaching to remove salt accumulation resulting from effluent use. Del Webb also reserves the right to construct and utilize wells which draw from the Upper Floridan aquifer for temporary emergency use only, as a back-up source only, should water from the Lower Floridan Aquifer prove

insufficient in quality or quantity as a source for construction water or other temporary water needs prior to the existence of water lines to serve the property; provided that such wells which draw upon the Upper Floridan Aquifer may not be utilized for any purpose after the existence of water lines to the property other than an emergency situation where no other source of fresh water is available.

D. **Water Conservation.** Del Webb agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements. Del Webb shall install rain sensors on automatic sprinkler systems within the Common Property, and shall require homeowners within the Property to do the same for any individual residential automatic sprinkler systems, and encourage the use of other water conservation methods.

E. **Mulching of Landscape Waste.** Del Webb shall provide facilities for the disposal of landscape waste produced within the Property, either by grinding such waste into mulch for use within the Property, or by contracting to dispose of such landscape waste through a private contractor who grinds such landscape waste into mulch offsite, provided he returns an equivalent tonnage of mulch to the Master Plan area. Del Webb shall make such disposal mandatory within the Master Plan area, provided that the Master Plan area shall have the flexibility to participate in regional projects, where practical, and the flexibility to modify the landscape waste disposal method to comply with all applicable laws. This provision shall not apply at all to waste produced during initial site preparation and clearing, or to construction activities within the first five (5) years of development, all of which waste may be disposed of in any normal and legal manner.

F. **Minority Relations.** Del Webb agrees to continue efforts to be sensitive to the needs of minorities in Beaufort County and agrees to assist and consult with qualified minority-owned suppliers and subcontractors in an effort to allow them to compete fairly with all entities seeking to do business with Del Webb. Del Webb is an equal opportunity employer and shall continue to be an equal opportunity employer in regard to all of its activities in Beaufort County.

VI. STATEMENT OF REQUIRED PROVISIONS.

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. Legal Description of Property and Legal and Equitable Owners. The legal description of the property is set forth in item II(B) above and Exhibit "A" hereto. The present legal Owner of the Property is Union Camp Corporation, and the present owner of equitable rights to the property, pursuant to an Exclusive Option Agreement, is Del Webb Communities, Inc. Del Webb Communities, Inc. is the developer under the land use plan.

2. Duration of Agreement. The duration of this Agreement is 20 years, unless extended or terminated by the mutual Agreement of the parties.

3. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in the written narrative accompanying the approved rezoning of the Property. The Master Plan and all related documentation are more fully described under item II(A) above, and have been incorporated fully into this Agreement.

4. Required Public Facilities. Section VII of the Del Webb Master Plan narrative, incorporated herein, describes the utility service available to the site regarding electrical service, telephone and solid waste disposal. Section VI of the Del Webb Master Plan narrative describes the preliminary wastewater treatment and potable water plan for the site, to be ultimately approved and subsequently serviced by Beaufort-Jasper Water and Sewer Authority. The mandatory procedures under existing Beaufort County law will ensure availability of roads and utilities to serve the residents on a timely basis. The requirement for fire protection and emergency medical service is described in item IV above.

5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. The only dedication of land for public purposes is the donation of a multi-purpose site which is described in item IV above.

The Del Webb Master Plan described above, and incorporated herein, contains numerous provisions for the protection of environmentally sensitive areas. The protection of hardwood trees in the New River/Great Swamp area of the property, as well as certain other wetland areas, is fully described under Section IV of the Master Plan, Item 5.2.7 Protection of Natural Resources, which section also addresses erosion control and freshwater wetland protection. Furthermore, the Master Plan map (Exhibit F of Master Plan) demonstrates that the overall development plan has been carefully developed to minimize impacts on freshwater wetlands as indicated on the Freshwater Wetlands Survey (Exhibit D to Master Plan).

6. Local Development Permits. The Del Webb development has received a rezoning approval, to a PUD Zoning District, by Beaufort County Ordinance No._____. Specific development permits must be obtained prior to commencing any actual construction activity on the site, consistent with

the standards set forth in the PUD Master Plan approval and this Agreement. Additionally, building permits must be obtained under Beaufort County Law for any vertical construction, and appropriate permits must be obtained from the South Carolina Coastal Council and the Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. Comprehensive Plan and Development Agreement. The development permitted and proposed under the Del Webb Master Plan, as described above, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort County, South Carolina. The Del Webb Master Plan which is vested under the terms of this Agreement has gone through a complete legal rezoning process prior to the entering of this Agreement. The land use regulations governing the proposed development are the terms of the Del Webb Master Plan, under the terms of the approved PUD zoning.

8. Terms for Public Health, Safety and Welfare. The legal process which resulted in the approval of the PUD Zoning District for the Del Webb Master Plan included considerable input to assure the Beaufort County Council that the proposed development adequately addressed applicable issues of public health, safety and welfare. The terms and conditions of the PUD approval, incorporated herein, serve that purpose, together with other terms contained in this Agreement.

9. Historical Structures. No specific terms relating to historical structures are pertinent to this proposal or Agreement. No historic structures exist on the site.

10. Additional Items. Pursuant to the terms of Section 6-31-60, the following non-mandatory provisions are addressed below under items B - D.

B. Development Timing and Phasing. Section IV(B) of the approved Master Plan addresses the issue of development timing and phasing. The estimated time to buildout under the development plan is 15 to 20 years, justifying the 20 year term of this Agreement. Flexibility is allowed the developer as to exact sequence and timing of individual development phases in recognition of the fact that long term residential development must respond to variable market conditions. Section IV(B) of the Master Plan is incorporated into this Agreement to govern phasing and timing of the development.

The following development schedule reflects the expected commencement dates and the anticipated interim completion dates at 5 year intervals:

1. Argent I Tract

Commencement Date: January 1, 1995

Completion Date: December 31, 1999

This first phase development may include common facility

amenities on the Okatie Tract, as described in the Master Plan.

2. Argent III Tract

Commencement Date: January 1, 2005

Completion Date: December 31, 2009

3. Okatie Tract

Commencement Date: January 1, 2010

Completion Date: December 31, 2014

The development to occur pursuant to the above schedule includes the development infrastructure, roads, subdivision of lots, common facilities, commercial facilities, and other improvements currently defined as development under the Beaufort County Zoning and Development Standards Ordinance. The Argent II tract, in Jasper County, is currently scheduled for development during the five year period following the Argent I Tract development. The exact order of development as well as the development phase timing and completion dates may change, at the developer's discretion, to accommodate changing market conditions. Del Webb shall inform the Beaufort County Zoning Administrator of all such changes to the anticipated schedule of commencement and completion dates set forth above.

C. Other Governmental Entities. At this time only Beaufort County has been made a governmental party to this development Agreement. A separate development Agreement may be entered into with Jasper County regarding that portion of the Del Webb development plan which is located in Jasper County. Additionally, a separate agreement may be entered into with Beaufort Jasper Water and Sewer Authority.

D. Compliance with Act. In addition to the items listed above, the parties find and agree that all other provisions of this development agreement are consistent with the Act and not otherwise prohibited by law.

VII. TERMINATION / ASSIGNMENT.

Beaufort County shall have the right to unilaterally terminate this Agreement should Del Webb fail to commence substantial development under the Master Plan within five years of the date of this Agreement. Commencement of development shall consist of construction of first phase roads and utilities and the beginning of construction of first phase common facilities. Furthermore, should Del Webb fail to commence substantial development within three years of the date of this Agreement, the payments to be made by Del Webb under Section IV A above shall be increased by an amount equal to any

Increase in the Consumer Price Index from the date of this Agreement until the commencement of development.

The parties agree that Beaufort County shall also have the unilateral right to terminate this Agreement if Del Webb should assign its rights hereunder to any non-affiliated entity which does not have a reputation equal to or exceeding that of Del Webb, and a net worth equal to or exceeding the net worth of Del Webb as shown in its 1993 Annual Report, and also, the right to terminate if the developer should allow school age children (twelfth grade or younger) to be permanent residents within the Master Plan area.

VIII. ENTIRE AGREEMENT/ AMENDMENT/ GOVERNING LAW/ PARTIES IN INTEREST.

This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No Amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina generally, and more specifically, pursuant to Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended June, 1993. Nothing contained in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person (other than the parties hereto, their successors and permitted assigns) any rights or remedies under or by reason of this Agreement, or any term, provision, condition, undertaking, warranty, representation, indemnity, covenant or agreement contained herein.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

DEL WEBB COMMUNITIES, INC.

By:

Its:

Attest:

Its:

First Reading, By Title Only: November 8, 1993
Second Reading: November 22, 1993
Public Hearings: November 22, 1993 and December 13, 1993
Third and Final Reading: December 13, 1993

WITNESSES

BEAUFORT COUNTY

By: _____

Its: Chairman

Attest: _____

Its: Vice Chairman

STATE OF S.C.)
)
COUNTY OF Beaufort) PROBATE

Personally appeared before me Philip H. Darrow (type or print name of Witness) and made oath that s/he saw the within named Del Webb Communities, Inc., by its duly authorized officers, sign, seal, and as the act and deed of the corporation, deliver the within written Development Agreement, and that s/he with Lewis J. Hamrick (type or print name of Notary Public) witnessed the execution thereof.

Sworn to before me this 28th day of Jan, 1994

Notary Public for S.C.
My Commission Expires: 2-10-94

Signature of Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me Morris C. Campbell (type or print name of Witness) and made oath that s/he saw the within named Beaufort County, by its duly authorized officers, sign, seal, and as the act and deed of Beaufort County, deliver the within written Development Agreement, and that s/he with Suzanne M. Rainey (type or print name of Notary Public) witnessed the execution thereof.

Sworn to before me this 14th day of December, 1993

Notary Public for South Carolina
My Commission Expires: 10-7-95

Signature of Witness

Law Office of
LEWIS J. HAMMET, P.A.
Attorney and Counselor at Law
32 Calhoun Street
Post Office Box 1719
Bluffton, South Carolina 29910
(843)757-8126 FAX: (843)757-7620

March 8, 2000

Walter R. Fielding
Zoning and Development Administrator
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Sun City Hilton Head
Internal Convenience Commercial Uses

Dear Walter:

Thank you very much for your prompt review and reply regarding my February 11, 2000 Memorandum to you on the above referenced subject. Allow me to clarify the specifics of your response and ask you to sign below if you agree with my clarification.

Your Memorandum to me of March 3, 2000 states: "I have reviewed the information provided and concur with your assessment." By this statement you are referring to the information I provided to you in the form of my February 11, 2000 Memorandum to you, with attachments. By stating that you "concur with my assessment" you are stating that you agree with my conclusions, as stated in the February 11, 2000 Memorandum, regarding allowed internal commercial uses within the Sun City Hilton Head Master Plan.

If you agree with the above clarifications to your March 3, 2000 Memorandum, please indicate by signing below on the enclosed copy and returning to me in the enclosed envelope. If you have any questions, just give me a call. Thank you again for your time and cooperation.

Yours truly,

Lewis J. Hammet

I AGREE WITH THE ABOVE CLARIFICATIONS.

BY: _____

Walter R. Fielding, Zoning and Development Administrator

CONCERNED PROPERTY OWNERS ON 17th HOLE

CHRONOLOGY of EVENTS, ACTIONS and COMMUNICATIONS

10/6/06 - Initial meeting held to discuss lack of promised landscaping on 17th hole, Hidden Crypress.
11/6/06 - Distributed Draft letter resulting from input from 10/6 meeting + compilation of complaints.
11/14/06 - Second meeting called to discuss how to proceed; written handout to those present.
11/28/06 - Authored petition to be circulated and signed.
12/5/06 - Hand delivered copies of signed petition to M.Taylor, A.Ruben; unsigned copy to C. Bergman.
12/7/06 - Meeting between C. Bergman and **M. Taylor: 17th hole would be included as part of common area landscape plan.**

1/26/07 - **Email from C. Garcia to C. Bergman: 17th hole will NOT be included for additional plantings.**
1/31/07 - Phone call from C. Bergman to me: 17th hole excluded from landscape plan per C.Garcia.
2/3/07 - Written message hand delivered to all residents: 17th hole no longer part of landscape plan.
2/17/07 - Email from C. Bergman to all Murray Hill residents detailing latest information on what was and was not to be included in landscape plan.
2/22/07 - Met with C.Garcia to discuss 17th hole and owners sentiment of overpaying for the lots.
Presented written description of problem as defined by owners, along with possible solution.
He asked for specifics regarding landscaping and directed me to meet with golf administration.
2/22/07 - UPDATE hand delivered to residents regarding results of meeting with C. Garcia.
2/27/07 - Email to B. Pfeffer, Director of Golf, requesting a meeting and reasons for doing so.
3/1/07 - Brief conversation with B. Pfeffer to discuss issue and provide background for meeting.
3/2/07 - Email from B. Pfeffer suggesting days and time to meet.
3/7/07 - Email from Pfeffer: agreed to meet Friday, 3/9/07, 10 AM, at my house, 7 Teaberry Lane.
3/8/07 - Asked Jerry Stewart to attend meeting.
3/9/07 - Meeting; attendees: B. Pfeffer, M. Purvis (course superintendent), J. Stewart, D.Cammerata
Purpose: to enlist their help to define plants, numbers and locations to enhance the hole while not interfering with the players - and - ultimately, to get a COST to C. Garcia for the landscaping.
3/19/07 - Called B. Pfeffer, left message asking status of actions discussed in 3/9 meeting.
3/20/07 - Email from B. Pfeffer: **no action planned by him, referred me back to C. Garcia.**
3/21/07 - Met with B. Pfeffer: feels he has no authority to proceed with creating landscape plan without direction from his management. Again, referred me to C. Garcia.
3/21/07 - Went to see C. Garcia; not available; left message with receptionist for him to call me.
3/22/07 - Went to see C. Garcia; not available; left message with receptionist for him to call me.
3/23/07 - C. Garcia called me 9:15 AM; met him at 9:30 AM; **no change in his position on landscaping.**
3/24/07 - Toured H.C. on cart to view plantings by Pulte on hole 13 and 14.
3/27/07 - Call to C.Bergman; discussion on 17th hole issues.
3/30/07 - Email to M.Taylor requesting meeting.
4/3/07 - Email response from M.Taylor; meeting set for Friday, 4/20, 1 PM, my house.
4/4/07 - Responded to M.Taylor confirming day/date/time and place. Copied J.Stewart
4/5/07 - Email from J.Stewart confirming attendance to meeting with M.Taylor.
4/20/07 - Meeting with M.Taylor and C.Garcia, and Jerry Stewart, 7 Teaberry Lane.
4/20/07 - Summary comments of meeting with M. Taylor, C.Garcia, J.Stewart.
4/23/07 - Distribution of informational packet to residents.

J.D.Cammerata

To: Al Reuben
Mark Taylor

Date: November 28, 2006

From: Concerned Property Owners on the 17th Hole

Subject: Landscape Issues on 17th Hole

Recently, residents and property owners of the lots surrounding the 17th hole on Hidden Cypress Golf Course met to discuss real estate issues associated with the golf course property.

The most prevalent and pertinent concern/complaint is the landscaping - more specifically, the lack thereof - on the hole itself, from tee to green.

All those present at the meeting reported being told by their respective salesperson that the 17th hole would be the SIGNATURE hole on the course, with numerous trees and plantings to make it something special.

As it currently exists, it is not special, nor especially scenic.

Representatives of the property owners would like to meet with the individual who has the responsibility and authority to resolve these issues. The purpose of this meeting is to discuss and determine what Pulte will do to make this hole the one we were led to expect - a beautiful, scenic, well landscaped piece of property - a SIGNATURE HOLE.

Please acknowledge receipt of this letter and respond with suggested meeting dates/times before Friday, December 15, 2006.

We look forward to your prompt response. Please call Don Cammerata, 705-1019, to schedule this important meeting.

Thank you.

NAME **ADDRESS**

80% of Occupied Homes signed Petition.

17th hole

00235

Wendy and Carl

From: "Wendy and Carl" <wsgcab@davtv.com>
To: "Mark Taylor" <Mark.Taylor@Pulte.com>
Cc: "Al Reuben" <alreubenschh@aol.com>; "Bob Hooper" <rhooperjr@hargray.com>; "Jo Stephey" <jostep@davtv.com>; "Michele Eberhart" <kisco1@davtv.com>; "Francisco Garcia" <francisco.garcia@pulte.com>; "Allison Tucker" <allison.tucker@pulte.com>
Sent: Wednesday, January 24, 2007 3:26 PM
Subject: Landscaping, 17th hole

Mr. Taylor,

At our meeting on 12/7/06, you were given a copy of a petition entitled "Concerned Property Owners on the 17th Hole". This petition was prepared by Donald Cammerata (7 Teaberry Lane, 705-1019) and signed by a number of concerned residents. Their primary concern was the lack of landscaping "on the hole itself, from tee to green". You specifically incorporated their concerns as part of the overall common area landscaping issues that would be reviewed by Pulte. You asked me to communicate this to Mr. Cammerata which I did on 12/7/06 following the above referenced meeting. You followed up by email to me dated 12/13/06 to be sure that I had communicated your position to Mr. Cammerata.

Since our meeting, I have received numerous calls and emails from these concerned residents who live on this "Signature Hole". I have advised them to be patient while Pulte reviews their requests for additional landscaping.

Today I contacted Allison Tucker to ascertain specifically what additional landscaping was planned for the "17th hole" since I had not seen any plans for this area. Ms. Tucker conferred with Mr. Garcia who advised that "the 17th hole itself isn't being looked at for additional landscaping. The common area around it, including Litchfield and Murray Hill Drive is."

I would urge Pulte to reconsider this position and make some effort to enhance the plantings on the "17th hole" in accordance with Mr. Cammerata's request. The residents perceived lack of sufficient landscaping on the "17th hole" has been a serious irritant to them for many months.

If, however, you have determined that you are not going to add any additional landscaping to this area, I suggest that a representative of Pulte contact Mr. Cammerata directly and explain the reasons why no additional landscaping will be forthcoming for the "17th hole". This issue needs to be settled with some finality for all concerned.

Your further consideration of this matter would be greatly appreciated.

Regards,

Carl Bergmann

Dan,
I sent prior E-mails to Pulte on this subject, but I never received this last one. Just for your information.
Carl

Sun City Hilton Head
by Del Webb

www.suncity.com/hiltonhead

15 Sgt. William Jasper Blvd.
Bluffton, SC 29910
Tel: (843) 705-8700
Fax: (843) 705-8796

Memo

To: Carl Bergman

From: Robbie Young and Cisco Garcia; Pulte Land Development

Subject: Landscaping at Fairway #17

Date: 1-26-07

Mr. Bergman, we have received your email dated Wednesday, January 24, 2007 concerning additional landscaping at the above mentioned Fairway. In summary, the email discusses a petition from the homeowners surrounding the Fairway that requests additional landscaping.

Pulte has received numerous requests for additional landscaping within the Block 62 neighborhood, which surrounds the 17th Fairway. In addition, we received numerous complaints about the retaining wall and fountains that form the water feature in the area. After review of the requests, the only areas Pulte is currently looking at for 'possible' additional landscaping are certain common areas of the Block (at this writing we have already completed the additional work along the retaining wall). We are not looking at any additional plantings along the Fairway.

We appreciate your input and hope that you and your neighbors understand our position.

TO: Mr. Francisco Garcia Feb. 22, 2007

FROM: J. Donald Cammerata
(Representing Property Owners on the 17th Hole - Hidden Cypress)

SUBJECT: Meeting to Discuss the Absence of Expected Landscaping, 17th Hole, Hidden Cypress

THE PROBLEM

1. Lots surrounding the 17th hole were the most expensive lots sold in Sun City.
2. These high lot prices were set, justified and explained by Pulte salespeople as having greater - perceived - value because they were bordering on the prestigious Signature Hole.
3. Hidden Cypress no longer considers the 17th hole their signature hole. This change was made - unknown to us - after we all purchased, thus devaluing our properties.
4. Owners expected and were promised a scenic, beautifully landscaped view of the hole. Except for some palm trees, the golf hole is devoid of plantings.
5. Lot prices are determined by location and location translates to view. When the view changed, the value changed and the price should have been reduced to reflect that adverse change.
6. Our properties were devalued due to the absence of promised landscaping (trees, plantings, shrubs, bushes).
7. Owners did not receive in value what they agreed to buy, prior to, and at closing.
8. The end result: Owners paid Premium lot prices for non-premium lots.

PROPOSED SOLUTION

1. We are not interested in pursuing the "SIGNATURE HOLE" designation to the 17th hole. That means the criteria and standards for a signature hole no longer apply with respect to our position. We are not after a "signature hole" appearance and the associated cost.
2. We want a 'good faith effort' by Pulte that will result in improving the overall scenic view we were told to expect when we bought our lots.
3. We want the 17th hole to be comparable in scenery and plantings to the other par 3 golf holes in Sun City.
4. We are not looking for, or expecting a costly redesign of the hole. We are willing to work with Pulte to get the most scenic view for the least money spent. Pulte salespeople said we could expect a picturesque view of the hole. We took them at their word. We expect Pulte to make good on that promise.
5. The residents feel that Pulte owes them "value" they did not receive, either in the form of enhancements to the hole or a monetary refund.

We hope and expect that you will look favorably on the issues stated above. It is in our collective best interest to resolve this issue in a manner that is mutually acceptable to both parties.

Thank you

TO: Concerned Property Owners on the 17th Hole

FROM: Don Cammerata

SUBJECT: UPDATE Feb. 22, 2007

On Thursday, 2/22/07, I had a one-to-one meeting with Cisco Garcia on the landscape issues. To keep the meeting focused on our complaint, I presented a concise description of the problem as well as a proposed solution.

I thought the meeting went well and resulted in an action item to get more information.

At the end of the meeting, he asked me what we wanted - specifically - that would satisfy us. I told him we wanted a hole with plantings that would make it comparable to other par 3 holes on the 2 courses. He said that he needed more detail on the specific landscaping before proceeding further on this issue. He suggested that I meet with golf course management who could direct where plantings could be placed to beautify the hole but not interfere with the play on the hole. I asked him if he would set up the meeting; he declined.

He was very direct with me, letting me know that it was his decision to exclude the hole from the Common Area Landscape Plan. This meeting did not change his position.
I plan to schedule a meeting with Bob Pfeffer, Director of Golf, to discuss how the 17th could be landscaped to make it a more scenic, aesthetically pleasing view - for both us and the golfers.

I came away from the meeting with the strong impression that the burden was on us to convince him to change his position. I told him we were determined to do that.

That's where I am at this point. He agreed to another meeting with me after I get input from golf management.

00239

Don Cammerata

From: "Don Cammerata" <cammeratajd@davtv.com>
To: <Bob.Pfeffer@Pulte.com>
Sent: Tuesday, February 27, 2007 5:08 PM
Subject: Request for Landscape Meeting - 17th Hole

Dear Mr. Pfeffer,

My name is Don Cammerata. I live at 7 Teaberry Lane, where my property backs up to the 17th tee on Hidden Cypress. I am writing you as the representative of the 34 homeowners on Teaberry, Rose Sage Walk and Murray Hill Drive, whose properties surround the 17th hole.

The purpose of this note is to request a meeting with you to discuss options of how the hole could be landscaped to make it more scenic and comparable to other par 3 holes on both courses.

I recently had a meeting with Mr. Francisco Garcia to discuss the lack of plantings and landscaping on the 17th hole, from tee to green. He said it was his decision not to do anything further on landscaping the hole. The property owners expected and were promised by the salespeople, a view - being the signature hole - that would be very scenic and landscaped with numerous plantings.

At the end of the meeting, Mr. Garcia asked me what - specifically - did we want for landscaping. I told him I could not answer him with specifics. We agreed that I should ask golf course management to help us by making specific recommendations that would beautify the hole for both owners and golfers, but not interfere with the play on the hole. We agreed to meet again after additional information was available.

I'm looking for professional help that will allow us to make specific recommendations to Mr. Garcia on types, numbers and locations of trees, shrubs and plants that will enhance the beauty of the hole.

For the benefit of both owners and golfers, I would appreciate the opportunity to meet with you to see how we can make this happen.

Thank you.

Respectfully,
Don Cammerata

00240

Don Cammerata

From: "Don Cammerata" <cammeratajd@davtv.com>
To: "Mark Taylor" <Mark.Taylor@Pulte.com>
Cc: <gstewart@hargray.com>
Sent: Wednesday, April 04, 2007 8:52 PM
Subject: Re: 17th Hole: Landscape Issues

Mr. Taylor,

Thank you for your response. I will be available Friday, April 20, 1 PM, to meet with you and Mr. Garcia. I am including Mr. Jerry Stewart on this reply to make him aware of the meeting day, date, time and place.

Sincerely,
Don Cammerata

—— Original Message ——
From: Mark Taylor
To: Don Cammerata
Cc: Cisco Garcia
Sent: Tuesday, April 03, 2007 4:26 PM
Subject: RE: 17th Hole: Landscape Issues

Don:
Thank you for your email. I can meet with you on Friday, April 20th at 1:00 pm. I'll plan to visit you at your residence so we can view the course. Cisco Garcia will join us as well. Please confirm if this time will work for you.
Regards,
Mark Taylor

From: Don Cammerata [mailto:cammeratajd@davtv.com]
Sent: Friday, March 30, 2007 2:29 PM
To: Mark Taylor
Cc: gstewart@hargray.com; wsgcab@davtv.com
Subject: 17th Hole: Landscape Issues
Mr. Taylor,
My name is Don Cammerata. I live at 7 Teaberry Lane which backs up to the tee of the 17th hole on Hidden Cyrpress Gof Course. I represent the 34 homeowners on Teaberry Lane, Rose Sage Walk and Murray Hill Drive whose properties surround the 17th hole.
The purpose of this message is to request a meeting with you, myself and Mr. Jerry Stewart (who lives on Teaberry Lane) to discuss the absence of landscape plantings on course property from tee to green. Specifically, we want to know what can be done to improve the scenic beauty of this hole that we were lead to expect at time of purchase.
[On 12/5/06, a petition signed by homeowners was delivered to you and Mr. Ruben on this subject. Mr. Carl Bergman phoned me to tell me that the this landscape issue was being considered as part of the Common Area Landscape Program.]
I've met with Mr. Garcia, then Mr. Pfeffer and Mr. Garcia a second time to discuss the present condition of the hole. I was told by Mr. Garcia that it is a beautiful hole as it stands and that there will be no additional money spent on plantings on this hole. We, the residents, simply are not satisfied with that response.
Property owners were told by salespeople that this would be the most beautiful, scenic hole on the course, landscaped with numerous trees and plantings. These statements were believed by us and were used to justify and support the extraordinarily high lot premiums assigned by Pulte. As it stands, owners did not receive in value what they agreed to buy, based on the information presented to them.
I would appreciate the opportunity to meet with you to discuss this issue and hopefully resolve it to the satisfaction of the property owners as well as Pulte. I am available Tuesdays, Thursdays and Fridays. Please respond to me with a day, date and time when it would be convenient to meet.

Respectfully,
J. Donald Cammerata

To: Mr. Mark Taylor April 20, 2007

From: J. Donald Cammerata

Subject: Absence of Plantings, 17th Hole, Hidden Cypress

This is a business dispute between a group of property owners as customers and Pulte, the supplier. The lots promised to the customer for the agreed upon price were not delivered by the supplier. Therefore, as the lots presently stand, the price far exceeds the value.

These lots surrounding the 17th hole were priced and sold with extraordinarily high premiums. People bought on the assurance by Sales that the view of the 17th hole would be the most beautifully landscaped hole on Hidden Cypress Golf Course - the Signature Hole. We took these promises at face value and paid the premiums, the highest of any lots in Sun City. As it currently stands, there is nothing special about these lots that would justify the premiums paid. In fact, compared to other lots that surround a golf hole, these lots are ordinary at best. We, the property owners, are owed the landscape plantings that we expected on the promise of the salespeople.

At this time we are not saying that these lots were deliberately or intentionally misrepresented to justify the very high premiums. What we are saying is that Pulte thus far has failed to follow through with their end of this transaction - whatever the reason. Pulte has our money; Pulte has yet to deliver the expected goods.

The decision NOT to add landscape plantings to this hole is arbitrary and unreasonable, without support or justification. This unsupported decision is most evident when you see the thousands of plantings being added to beautify the common areas, where in many cases, plants are being added to areas that are already heavily planted. What is especially aggravating is that the cart pathways leading to and from the 17th hole also have been heavily planted while the hole itself has been ignored - as have been the residents. This has not gone unnoticed. Based on the amount of money currently being spent on plants, the cost to plant the 17th hole would be trivial.

Thus far, Pulte has been firm in denying our requests to fulfill the promises made at time of purchase. We, the property owners, expect and require a good faith effort by Pulte to resolve this issue. This problem will not go away until Pulte makes it go away by an action satisfactory to the owners.

Respectfully,
J. Donald Cammerata

To: Concerned Property Owners on the 17th Hole 4/20/07

From: Don Cammerata

Subject: Results of Meeting with M.Taylor and C.Garcia

On Friday, 4/20/07, 1 PM, Mark Taylor and Cisco Garcia agreed to meet with Jerry Stewart and myself at my house at 7 Teaberry Lane to look at and discuss the ongoing landscape issues on the hole (the meeting lasted about an hour). I presented a packet of emails, letters and meeting summaries - from the time we homeowners first met - that described the process we have gone through in an effort to resolve this situation. I also included a letter to M.Taylor (attached) telling him specifically our problem and that we were looking for Pulte to act in a responsible manner that would resolve this issue.

About half the time was spent outside looking over the golf hole and going back and forth on what could/could not be done and - whether anything should be done.

It was very disappointing when M.Taylor finally said that he saw no reason why anything additional should be done to the hole; that there was nothing wrong with it as it presently exists.

I asked him if this was his final decision; he said it was. I told him that we presented a lot of information today to support our position and that it apparently did nothing to influence that decision. He eventually agreed to go back and consider what had been presented to him and he would get back to me in a couple weeks. I asked how likely would it be that he would change his mind. Not likely - was his response. Also, he said that we did not merit special treatment; if they did something for us, it would set precedent for anyone else coming to them for something. We told him that we were not asking for a favor or a gift; our position was that we are owed something by Pulte that they have thus far failed to deliver. His position was that we got what we paid for and that nothing more was due us. That concluded the meeting.

Comments:

We presented a reasonable argument, in a reasonable, respectful way, expecting a reasonable result based on the merit and supporting information. His decision to deny our claim was without reason, support or justification., especially coming so quickly - without taking any time to confer or deliberate. I reiterated that this is not going away. His response: it will just keep coming back to me as the decision maker.

My resolve is greater than ever to get what we paid for and Pulte never delivered. I hope your determination is just as strong. I still believe we can get this done; however, it's now time for a change in the approach - and that's to be determined. If you have an idea of how to proceed from here, please let me know.

I'm surprised, disappointed and mad that we were not able to make any headway with Taylor. I thought that if we had an opportunity to state our case directly to him, we could convince him of the merit of what we were pursuing. My error.

County fax 525-7181

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT)

This Development Agreement ("Agreement") is made and entered this _____ day of _____, 1993, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended in June of 1993; and,

WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including the county council of a county, to enter development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

? JASPER CO.

WHEREAS, Del Webb, as developer, proposes to develop a planned community on land including approximately 4,250 acres in the unincorporated area of Beaufort County, South Carolina; and,

WHEREAS, this development agreement is being made and entered between Del Webb and Beaufort County, under the terms of the Act, for the purpose of providing assurances to the developer that it may proceed with its development plan under the terms of its present approval, as hereinafter

defined, without encountering future changes of law which would adversely affect the ability to develop or the cost of future development under the plan;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering this Agreement to encourage the planned development by Del Webb, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act, and the definitions as set forth in Section 6-31-20 of the Act.

II. DEL WEBB LAND USE PLAN AND VESTING OF DEVELOPMENT RIGHTS.

A. Definition of Land Use Plan. As used in this Agreement, the Del Webb Land Use Plan shall mean and refer to the land use plan and all related descriptions and development standards, as described and set forth in the Rezoning Application of Del Webb, as approved and enacted by the Beaufort County Council on _____, 1993, by Beaufort County Ordinance No._____. All elements of the approved rezoning are hereby incorporated into this Agreement by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitation is clearly stated. A complete copy of the Master Plan approval is attached hereto and incorporated herein as Exhibit "C".

JASPER CO.? B. Land Subject to Agreement. The tract of land hereby made subject to this Agreement is that land within Beaufort County as depicted on the approved Master Plan, and which is more specifically described in Exhibit "A" hereto, hereinafter referred to as "the Property".

C. **Vesting of Development Rights; Effect of Future Legal Changes.** Beaufort County hereby agrees that the Del Webb Master Plan, as approved, shall govern all aspects of land development within the Property, according to the terms and standards as stated within the approval, for a period of twenty years from the enactment of this Agreement. Del Webb shall have a vested right to proceed with development of the Property in accordance with Master Plan and the terms of this Agreement. No future changes or amendments to the Beaufort County Zoning and Development Standards Ordinance shall apply to the Del Webb development, and no other legislative enactments (laws) of Beaufort County shall apply to the Master Plan or Property which have an adverse effect on the ability of the developer to develop according to the Master Plan or which have the effect of materially increasing the cost of development and product sales under the Master Plan; provided, however, that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes subsequently adopted by Beaufort County.

III. INFRASTRUCTURE COSTS AND IMPACT FEES.

Beaufort County and Del Webb recognize that the vast majority of the costs associated with the Del Webb development will be borne by the developer, and other necessary services will be provided by separate governmental or quasi-governmental entities, and not by Beaufort County. The parties make specific note of the following:

A. Private Roads. All roads within the Master Plan Area will be constructed by the developer and maintained by the developer and/or the Owner's Association. Beaufort County will not be responsible for construction or maintenance of any roads within the Property.

B. Public Roads. All major public roads that serve the Master Plan Area are the responsibility of the State of South Carolina regarding construction, improvements and maintenance. These roads include Highway 278 and the proposed State extension of Highway 278, Highway 170 and Highway 141. Beaufort County will not be responsible for construction, improvements or maintenance of the public roads which serve the Property.

C. Potable Water. Potable water will be supplied to the development under contract with Beaufort/Jasper Water and Sewer Authority. Del Webb will construct all necessary water service infrastructure within the development, which will be maintained by the Authority. Beaufort County will not be responsible for any construction, treatment, maintenance or costs associated with water service to the Master Plan Area.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided under contract with Beaufort/Jasper Water and Sewage Authority. Del Webb will construct all related infrastructure improvements within the Property, which will be maintained by the Authority. Beaufort County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Master Plan Area.

NEW STANDARDS

E. Drainage System. All stormwater runoff and drainage system improvements within the Property will be designed to Beaufort County standards by Del Webb, constructed by Del Webb, and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for any construction or maintenance costs associated with the drainage system within the Master Plan Area.

OUT PARCELS => OFF SITE COST'S

RECYCLING ? PER TON COST Draft. COUNTIES

F. Solid Waste Disposal. All solid waste disposal within the Master Plan Area will be supplied under private contract. Beaufort County will not be responsible for solid waste disposal service within the Master Plan Area.

G. Other Utility Services. All other utilities, including telephone and electric, will be supplied directly by the applicable utility companies, as described in the Master Plan. Beaufort County will not be responsible for any construction or maintenance, or the providing of any service, regarding such utility services.

PHONE SERVICE JASPER/BH

H. Recreational Facilities. The parties recognize that Del Webb will provide extensive recreational facilities within the Master Plan Area, including both active recreational areas and passive recreational areas. All recreational facilities within the Master Plan Area will be developed at the sole expense of Del Webb and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for providing, constructing or maintaining any of the recreational facilities of the Master Plan Area.

REAL ESTATE TRANSFER TAX

The parties agree that the above facts make it appropriate for Beaufort County to give assurance to Del Webb that the Del Webb development will not be subjected to future fees which might otherwise be imposed upon the development. This assurance is imperative in order that Del Webb may accurately forecast the potential costs of future development in Beaufort County and thus make an informed decision regarding its long term commitment to develop under the Master Plan.

SCHOOL TAX ISSUE

AREA DEFINED / LIMITED SCOPE

No development impact fees adopted subsequent to this Agreement shall apply to development under the Master Plan or to developer product sales within the Master Planned Area. The term development impact fees shall include any specific charges or fees made applicable to development product, infrastructure or residential home construction or sales by the developer, which fees or charges increase the cost of development product which is constructed and/or sold within the Master Plan area, regardless of the specific term used to define such fees or charges. This prohibition against future impact fees shall not apply to the levying of any tax of universal application to new and previously existing development, such as general property taxes or approved school bond referenda, but shall prohibit the imposition of all fees and charges which specifically impact new development, new subdivision or new home sales.

IV. FIRE STATION AND COST.

Ref: HARD cost ← NEEDS TO build facility's → CREDIT (Impact)

Both Beaufort County and Del Webb recognize that a fire station in the general vicinity of the Property will be needed in the future to serve the fire protection needs of the Del Webb development and the surrounding community. Del Webb agrees to participate in meeting the initial cost of this fire station, as provided below, in return for Beaufort County's commitment to provide this important service.

Del Webb shall donate land for a fire station site to Beaufort County, within six months of receiving final development approval for construction of its first phase of development. The approximate description of the land to be donated is set forth on Exhibit "B" hereto. Del Webb shall provide a boundary survey of the Exhibit "B" property prior to actual conveyance, and shall convey the property by Limited Warranty deed to Beaufort County. It is understood and agreed that Del Webb does not presently hold title to the property to be donated, and any delay in Del Webb's taking title could delay the donation to Beaufort County. Beaufort County's obligation to provide a fire station under this Agreement is specifically conditioned upon donation of the Exhibit "B" site to Beaufort County, or an alternate site acceptable to both parties.

V. STATEMENT OF REQUIRED PROVISIONS.

A. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. Legal Description of Property and Legal and Equitable Owners. The legal description of the property is set forth in item II(B) above and Exhibit "A" hereto. The present legal Owner of the Property is Union Camp Corporation, and the present owner of equitable rights to the property, pursuant to an Exclusive Option Agreement, is Del Webb Communities, Inc. Del Webb Communities, Inc. is the developer under the land use plan.

2. Duration of Agreement. The duration of this Agreement is 20 years, unless extended or terminated by the mutual Agreement of the parties.

3. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in the written narrative accompanying the approved rezoning of the Property. The Master Plan and all related documentation are more fully described under item II(A) above, and have been incorporated fully into this Agreement.

4. Required Public Facilities. Section VII of the Del Webb Master Plan narrative, incorporated herein, describes the utility service available to the site regarding electrical service, telephone and solid waste disposal. Section VI of the Del Webb Master Plan narrative describes the wastewater treatment and potable water plan for the sight, to be serviced by Beaufort-Jasper Water and Sewer Authority. No subdivision plat shall be stamped as approved for recording and sale of residential lots within the Property unless required utilities and roads are available to serve such lots, as provided under the Beaufort County Zoning and Development Standards Ordinance. These mandatory procedures under existing Beaufort County law will ensure availability of roads and utilities to serve the residents on a timely basis.

5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. The only presently contemplated dedication of land for public purposes is the donation of a fire station site which is described in item IV above.

The Del Webb Master Plan described above, and incorporated herein, contains numerous provisions for the protection of environmentally sensitive areas. The protection of hardwood trees in the Great Swamp area of the property, as well as other major wetland areas, is fully described under Section IV of the Master Plan, item 5.2.7 Protection of Natural Resources, which section also addresses erosion control and freshwater wetland protection. Furthermore, the Master Plan map (Exhibit F of Master Plan) demonstrates that the overall development plan has been carefully developed to minimize impacts on freshwater wetlands as indicated on the Freshwater Wetlands Survey (Exhibit D to Master Plan).

6. Local Development Permits. The Del Webb development has received a rezoning approval, to a PUD Zoning District, by Beaufort County Ordinance No._____. Specific development permits must be obtained prior to commencing any actual construction activity on the site, consistent with the standards set forth in the PUD Master Plan approval and this Agreement. Additionally, building

permits must be obtained under Beaufort County Law for any vertical construction, and appropriate permits must be obtained from the South Carolina Coastal Council and the Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. Comprehensive Plan and Development Agreement. The development permitted and proposed under the Del Webb Master Plan, as described above, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort County, South Carolina. The Del Webb Master Plan which is vested under the terms of this Agreement has gone through a complete legal rezoning process prior to the entering of this Agreement. The land use regulations governing the proposed development are the terms of the Del Webb Master Plan, under the terms of the approved PUD zoning.

8. Terms for Public Health, Safety and Welfare. The legal process which resulted in the approval of the PUD Zoning District for the Del Webb Master Plan included considerable input to assure the Beaufort County Council that the proposed development adequately addressed applicable issues of public health, safety and welfare. The terms and conditions of the PUD approval, incorporated herein, serve that purpose, together with other terms contained in this Agreement.

9. Historical Structures. No specific terms relating to historical structures are pertinent to this proposal or Agreement. No historic structures exist on the site.

10. Additional Items. Pursuant to the terms of Section 6-31-60, the following non-mandatory provisions are addressed below under items B. - D.

B. Development Timing and Phasing. Section IV(B) of the approved Master Plan addresses the issue of development timing and phasing. The estimated time to buildout under the development plan is 15 to 20 years, justifying the 20 year term of this Agreement. Flexibility is allowed the developer as to exact sequence and timing of individual development phases in recognition of the fact that long term residential development must respond to variable market conditions. Section IV(B) of the Master Plan is incorporated into this Agreement to govern phasing and timing of the development.

The following development schedule reflects the expected commencement dates and the anticipated interim completion dates at 5 year intervals:

Dates Review

1. Argent I Tract

Commencement Date: January 1, 1995

Completion Date: December 31, 1999

This first phase development may include common facility amenities on the OKatie Tract, as described in the Master Plan.

2. Argent III Tract)

Commencement Date: January 1, 2005

Completion Date: December 31, 2009

3. OKatie Tract)

Commencement Date: January 1, 2010

Completion Date: December 31, 2014

The development to occur pursuant to the above schedule includes the development infrastructure, roads, subdivision of lots, common facilities, commercial facilities, and other improvements currently defined as development under the Beaufort County Zoning and Development Standards Ordinance. The Argent II tract, in Jasper County, is currently scheduled for development during the five year period following the Argent I Tract development. The exact order of development as well as the development phase timing and completion dates may change, at the developer's discretion, to accommodate changing market conditions. Del Webb shall inform the Beaufort County Zoning Administrator of all such changes to the anticipated schedule of commencement and completion dates set forth above.

C. Other Governmental Entities. At this time only Beaufort County has been made a governmental party to this development Agreement. A separate development Agreement may be entered into with Jasper County regarding that portion of the Del Webb development plan which is located in Jasper County.

Should be coordinated

D. Compliance with Act. In addition to the items listed above, the parties find and agree that all other provisions of this development agreement are consistent with the Act and not otherwise prohibited by law.

VI. ENTIRE AGREEMENT/ AMENDMENT/ GOVERNING LAW.

This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No Amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina generally, and more specifically, pursuant to Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended June, 1993.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES

DEL WEBB COMMUNITIES, INC.

_____ By:_____

_____ Its:_____

Attest:_____

Its:_____

WITNESSES

THE COUNTY COUNCIL
OF BEAUFORT COUNTY, SOUTH CAROLINA

_____ By:_____

_____ Attest:_____

PROBATE

00252

1497

THIS DECLARATION CONTAINS AN ARBITRATION AGREEMENT SUBJECT TO THE SOUTH CAROLINA ARBITRATION ACT, SECTION 15-48-10, et. seq., CODE OF LAWS OF SOUTH CAROLINA, 1976

32857

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SUN CITY HILTON HEAD

HYATT & STUBBLEFIELD, P.C.

Attorneys and Counselors

1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

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TABLE OF EXHIBITS

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SUN CITY HILTON HEAD

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUN CITY HILTON HEAD ("Declaration") is made this _____ day of _____, 19__, by Del Webb Communities, Inc., an Arizona corporation (herein referred to as the "Declarant").

Declarant is the owner of the real property described in Exhibit "A," which is attached hereto and incorporated herein by this reference. This Declaration imposes upon the Properties (as defined in Article I) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article I) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns.

Article I: Definitions

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. "Area of Common Responsibility": The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association, including by way of illustration but not limitation, public rights-of-way and perimeter walls as provided in Section 5.1.

1.2. "Articles": The Articles of Incorporation of Sun City Hilton Head Community Association, Inc., as filed with the South Carolina Secretary of State and the Register of Mesne Conveyances of Beaufort County and Jasper County, South Carolina.

1.3. "Association": Sun City Hilton Head Community Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

1.4. "Base Assessment": Assessments levied on all Lots subject to assessment under Section 10.8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 10.1 and 10.3.

1.5. "Beaufort County Development Agreement": The Development Agreement between Del Webb Communities, Inc., and the County of Beaufort, South Carolina, dated December 16, 1993, and recorded at Deed Book 683, Page 967, et seq., Register of Mesne Conveyances of Beaufort County, South Carolina and by this reference incorporated herein, as it may be amended. (The Beaufort County Development Agreement and the Jasper County Development Agreement may be referred to herein jointly as the "Development Agreements").

1.6. "Benefitted Assessment": Assessments levied under Section 10.7.

1.7. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws.

1.8. "Business" and "Trade": Shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

1.9. "By-Laws": The By-Laws of Sun City Hilton Head Community Association, Inc. attached as Exhibit "E" and incorporated by reference, as they may be amended from time to time.

1.10. "Class "B" Control Period": The period during which the Class "B" Member is entitled to appoint a majority of the Board members as provided in Section 3.3 of the By-Laws.

1.11. "Common Area": All real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. The term shall include the Exclusive Common Area, as defined below, and may include entry features, landscape medians, cul de sacs, lakes, ponds, rivers, streams, wetlands, preservation areas, and Golf Courses, if any.

1.12. "Common Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.

1.13. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the *Properties*. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

1.14. "Contiguous Property": Any property of which a portion adjoins or borders Sun City Hilton Head or which is separated from Sun City Hilton Head only by roads, rights-of-way, waterways, or natural *boundaries*.

1.15. "Covenant to Share Costs": Any declaration of easements and covenant to share costs executed by Declarant and recorded in the Register of Mesne Conveyances which creates easements for the benefit of the Association and the present and future owners of the real property subject thereto and which obligates the Association and such owners to share the costs of maintaining certain property described therein.

1.16. "Declarant": Del Webb Communities, Inc., an Arizona corporation, or any successor, successor-in-title, or assign of Del Webb Communities, Inc., who has or takes title to any Contiguous Property or to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.17. "Design Guidelines": The architectural, design, development, and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, adopted pursuant to Article XI and applicable to the Properties.

1.18. "Dwelling Unit": Any building or structure or portion of a building or structure situated upon a Lot which is intended for use and occupancy as an attached or detached residence for a single family, including by way of illustration but not limitation, condominium units, patio or zero lot line homes, and single family detached houses.

1.19. "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods, as more particularly described in Article II.

1.20. "Golf Course": Any parcel of land adjacent to or within the Properties developed by the Declarant or any affiliate or designee of the Declarant (a) which is owned by the Association or which is a Private Amenity, and (b) which is operated as a golf course, and all related and supporting facilities and improvements operated and/or maintained in connection with or incidental to such golf course.

1.21. "Home Owner": An Owner other than the Declarant.

1.22 "Jasper County Development Agreement": The Development Agreement between Del Webb Communities, Inc., and the County of Jasper, South Carolina, dated July 28, 1994, and recorded at Deed Book 136, Page 107, et seq., Register of Mesne Conveyances of Jasper County, South Carolina and by this reference incorporated herein, as may be amended.

1.23. "Lot": A contiguous portion of the Properties, whether improved or unimproved, other than Common Area, common property of any Neighborhood Association, and property dedicated to the public, which may be independently owned and conveyed and which is intended to be developed, used, and occupied with an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements, including any Dwelling Unit, thereon. The term shall include, by way of illustration but not limitation, condominium units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such. In the case of any structure containing multiple Dwelling Units, each Dwelling Unit shall be deemed to be a separate Lot.

Prior to recordation of a subdivision plat, a parcel of vacant land or land on which improvements are under construction shall be deemed to contain the number of Lots designated for residential use for such parcel on the applicable preliminary plat or site plan approved by Declarant, whichever is more current. Until a preliminary plat or site plan has been approved, such parcel shall contain the number of Lots set by Declarant in conformance with the Master Plan.

1.24. "Master Plan": The master plan for the development of Sun City Hilton Head filed with Beaufort County and Jasper County, South Carolina, as it may be amended, updated, or supplemented from time to time, which plan includes the property described on Exhibit "A" and a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. The Master Plan may also include subsequent plans approved by Beaufort County or Jasper County, South Carolina for the development of all or a portion of the property described on Exhibit "B" and/or any Contiguous Property which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration nor shall the exclusion of property from the Master Plan bar its later annexation in accordance with Article IX.

1.25. "Member": A Person entitled to membership in the Association.

1.26. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.27. "Mortgagee": A beneficiary or holder of a Mortgage.

1.28. "Neighborhood": Each separately designated residential area within the Properties, whether or not governed by a Neighborhood Association, as more particularly described in Section 3.4. By way of illustration and not limitation, a townhome development, cluster home development, or single-family detached housing development might each be designated as a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development

as any of the above may constitute a Neighborhood, subject to *division* into more than one Neighborhood upon development.

1.29. "Neighborhood Assessments": Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Sections 10.1 and 10.4.

1.30. "Neighborhood Association": Any owners' association having concurrent jurisdiction with the Association over any Neighborhood.

1.31. "Neighborhood Committee": Any committee established by the Board for a Neighborhood which has no formal organizational structure or association.

1.32. "Neighborhood Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve contribution, as the Board may specifically authorize and as may be authorized herein or in a Supplemental Declaration applicable to a Neighborhood.

1.33. "Owner": One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation in which case the equitable owner will be considered the Owner.

1.34. "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.35. "Private Amenities": Real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, developed by the Declarant or any affiliate or designee of the Declarant, which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise. For example, any Golf Course owned and operated by Persons other than the Association shall be a Private Amenity.

1.36. "Properties": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

1.37. "Register of Mesne Conveyances": The Register of Mesne Conveyances of Beaufort County or Jasper County, South Carolina, as applicable.

1.38. "Special Assessment": Assessments levied under Section 10.6.

1.39. "Sun City Hilton Head": The Properties as described in Section 1.36.

1.40. "Supplemental Declaration": An amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and identifies the Common Area within the *additional* property, if any, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to an instrument filed by the Declarant pursuant to Section 3.4(c), which designates Voting Groups.

1.41. "Use Restrictions": The rules and use restrictions attached as Exhibit "C" and incorporated by reference, as they may be modified, cancelled, limited or expanded under Article XII.

1.42. "Voting Delegate": The representative selected by the Members within each Neighborhood responsible for casting the votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Delegate" shall include alternate Voting Delegates acting in the absence of the Voting Delegate and any Owners authorized personally to cast the votes for their respective Lots pursuant to Section 3.4.

1.43. "Voting Group": One or more Neighborhoods whose Voting Delegates vote on a common slate for election of directors to the Board of Directors, as more particularly described in Section 3.4 or, if the context so indicates, the group of Owners whose Lots comprise such Neighborhoods.

Article II: Property Rights

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) This Declaration, the By-Laws and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt rules, regulations or policies regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Dwelling Units and their guests, rules limiting the number of occupants and guests who may use the Common Area, and rules designating certain portions of the Common Area as gardening plots for Owners and occupants and regulating the use thereof;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 4.2;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to governmental entities pursuant to Section 4.5;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable membership, admission, or other fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(h) The right of the Board to create, enter agreements with, grant easements to and transfer portions of the Common Area to tax-exempt organizations under Section 4.12;

(i) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(j) The rights of certain Owners to the exclusive use of those portions of the Common Area designated as Exclusive Common Areas, as more particularly described in Section 2.3; and

(k) The right of the Association to rent or lease any portion of any clubhouse and other recreational facilities within the Common Area on a short-term basis to any Owner for the exclusive use of such Owner and such Owner's family and guests.

Ownership of each Lot shall entitle the Owner thereof to receive a maximum of two activity or use privilege cards. The cards for each Lot shall be renewed by the Association on an annual basis without charge, provided that all assessments and other charges due to the Association have been paid for such Lot. The Board may establish policies, limits and charges with regard to the issuance of additional cards and guest privilege cards.

Subject to reasonable Board resolution, any Owner may assign his or her right to receive activity or use privilege cards to residents of his or her Dwelling Unit; provided such residents are occupying such Dwelling Unit in compliance with Section 2.2. An Owner who leases his or her Lot shall be deemed to have assigned such rights to the lessee of such Lot, unless the Board adopts a resolution permitting Owners to reserve such rights and such Owner provides the Board with written notice of such reservation.

Any Owner may reassign the right to receive activity or use privilege cards by providing the Association with written notice of such reassignment and surrendering previously issued cards.

2.2. Age Restriction. Sun City Hilton Head is intended to provide housing for persons 55 years of age or older, and each Dwelling Unit in Sun City Hilton Head, if occupied, shall be occupied by at least one person 55 years of age or older ("qualifying occupant"). No person under 19 years of age shall reside in any Dwelling Unit for more than 90 days in any calendar year.

The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. In the event that any qualifying occupant dies or otherwise ceases to reside in the Dwelling Unit, such person's co-habitants may continue to occupy such Dwelling Unit and to exercise all rights granted to occupants in this Declaration, including but not limited to those rights specified in Section 2.1, to the extent permitted by applicable federal and state laws regarding age restricted communities and provided that at no time shall less than 80% of the Lots subject to this Declaration be occupied by single families where at least one member of the family is a qualifying occupant. The Board may establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older persons as may be required under such laws.

2.3. Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Lots within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes, ponds, and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Neighborhood Assessment against the Owners of Lots in those Neighborhoods to which the Exclusive Common Area is assigned.

Exclusive Common Area shall be designated and the exclusive use thereof assigned in the deed conveying the Common Area to the Association or on the plat of survey relating to such Common Area. No such assignment shall preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 9.1. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of Voting Delegates representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Areas are assigned, if applicable, and within the Neighborhood(s) to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any portion of the Properties or has the right to subject additional property pursuant to Section 9.1, any such assignment or reassignment shall also require the Declarant's consent.

The Association may, upon approval of a majority of the members of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which certain Exclusive Common Areas are assigned or upon approval by a majority vote of the Owners within such Neighborhood(s), permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Areas.

Article III: Association Function, Membership and Voting Rights

3.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and South Carolina law.

3.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation, such reasonable fees as may be established under Section 2.1, and the restrictions on voting set forth in Section 3.3 and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 3.2; there shall be only one vote per Lot.

(b) Class "B." The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to disapprove actions of the Board and committees, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" membership shall cease and be converted to Class "A" membership upon the earlier of the following:

(i) two years after the expiration of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs first, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot it owns.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws or as required by law, the vote for each Lot owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Lot is a part, as provided in Section 3.4(b). The Voting Delegate may cast all such votes as it, in its discretion, deems appropriate except as otherwise provided in Section 3.4(b) below.

In any situation in which a Member is entitled personally to exercise the vote for his or her Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such notice to the Association, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

3.4. Neighborhoods, Voting Delegates and Voting Groups.

(a) Neighborhoods. Every Lot shall be located within a Neighborhood. The Lots within a particular Neighborhood may be subject to additional covenants and/or the Lot Owners may also be members of a Neighborhood Association. However, a Neighborhood Association shall not be required except as otherwise required by law. The Owners of Lots within any Neighborhood which does not have a Neighborhood Association

may elect a Neighborhood Committee, as described in Section 5.3 of the By-Laws, to represent the interests of such Owners.

Any Neighborhood may, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of Lots within the Neighborhood, require the Association to provide an increased level of service or special services for the benefit of Lots in such Neighborhood, the costs of which shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment pursuant to Article X.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to an existing or newly created Neighborhood by name. Subject to any applicable law, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Lots in the affected Neighborhoods.

(b) Voting Delegates. One Voting Delegate and one alternate Voting Delegate shall be elected from each Neighborhood by a majority of the Class "A" votes attributable to Lots in the Neighborhood. Election of Voting Delegates shall be conducted for each Neighborhood, and may be conducted at a meeting or by mail, as determined by the Board; provided, however, that upon written petition of Members holding at least 10% of the votes attributable to Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Members representing at least a majority of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board shall call for the first election of the Voting Delegate(s) and alternate Voting Delegate(s) from a Neighborhood not later than one year after the first conveyance of a Lot in the Neighborhood to a Home Owner. Subsequent elections shall be held within 30 days of the same date each year. Each Class "A" Member shall be entitled to cast one equal vote for each Lot which it owns in the Neighborhood for each position. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Lot in the Neighborhood may submit nominations for election or declare himself or herself a candidate in accordance with procedures which the Board shall establish. Prior to being elected as a Voting Delegate or an alternate Voting Delegate, all nominees shall complete such training and committee or other service requirements as established by the Board.

Any Voting Delegate may be removed, with or without cause, upon the vote or written petition of Members holding at least a majority of the Class "A" votes attributable to Lots in the Neighborhood which such Voting Delegate represents.

Until such time as the Board first calls for election of a Voting Delegate for a Neighborhood, the Owners within such Neighborhood may personally cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Delegates under this Declaration, the By-Laws, or the Articles.

Except as otherwise specifically provided in the By-Laws, Articles of Incorporation or this Declaration, each Voting Delegate shall cast all votes which it represents as it, in its discretion, deems appropriate; provided however, if a Voting Delegate represents a Neighborhood in which the Declarant owns one or more Lots, the Declarant may direct in writing to such Voting Delegate the manner in which its votes for such Lots are to be cast by the Voting Delegate. Prior to taking a vote on whether to institute a judicial or administrative proceeding pursuant to Section 19.3, or to adopt or disapprove any rule pursuant to Section 12.2, the Association shall distribute proxies to all Members allowing each Member to direct in writing how the Member's vote is to be cast on such issue by the Voting Delegate which represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are filed with the Secretary of the Association in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing procedures for Neighborhood meetings, electing Voting Delegates, and polling Members.

An alternate Voting Delegate shall act in the absence of the Voting Delegate for which it is the designated alternate. Alternate Voting Delegates may attend meetings of the Voting Delegates, but shall not be entitled to vote except in the absence of the Voting Delegate for which it is the designated alternate.

(c) Voting Groups. The Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board, in order to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. Following termination of the Class "B" Control Period, the number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Members pursuant to the By-Laws. The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in Section 3.5 of the By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Declarant's right to annex property pursuant to Article IX, by filing with the Association and in the Register of Mesne Conveyances, a Supplemental Declaration identifying the Lots within each Voting Group. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of Declarant's right to annex property pursuant to Article IX.

After expiration of the Declarant's right to annex property pursuant to Article IX, the Board shall have the right to file or amend such Supplemental Declaration upon the vote of a majority of the total number of directors. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this paragraph.

Until such time as Voting Groups are established, all of the Properties shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

Article IV: Rights and Obligations of the Association

4.1. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Properties, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed, including but not limited to restrictions governing the use of such property.

4.2. Enforcement. The Board, or the covenants committee if established, may impose sanctions for violation of this Declaration, the By-Laws, or any rule or regulation, after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the By-Laws. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the Lot of the violator (In the event that any occupant, guest or invitee of a Lot violates the Declaration, the By-Laws or any rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);

(b) suspending an Owner's right to vote;

(c) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(d) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association; and

(e) levying Benefitted Assessments to cover costs incurred in bringing a Lot into compliance in accordance with Section 10.7(b).

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of this Declaration, the By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance(s) of Jasper County or Beaufort County, South Carolina) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in Article XVII or in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration, the By-Laws, or any rule or regulation, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with the applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

4.3. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.4. Governmental Interests. So long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, the Declarant may designate sites within the Properties for fire, police and utility facilities, and parks, and other public facilities in accordance with the Master Plan and applicable laws. The sites may include Common Areas if otherwise permitted by the Master Plan.

4.5. Dedication of Common Areas. The Association may dedicate or grant easements over portions of the Common Areas to any local, state, or federal governmental entity.

4.6. Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to promote the health, safety and welfare of Owners and occupants of any Lot.

(a) Notwithstanding anything contained herein or in the Articles, By-Laws, or any rules or regulations of the Association or any other document governing or binding the Association (collectively referred to in this Section as the "Governing Documents"), neither the Association, the Board, the management company of the Association, the Declarant nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any Lot or any tenant, guest or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and

each tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Properties, including all recreational facilities, if any.

(b) Neither the Association, the Board, the management company of the Association, the Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Properties. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Association, the Board, the management company of the Association, the Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

(c) Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties are located in the vicinity of wetland and swamp areas and that such areas may contain an abundance of wildlife, including deer, skunks, opossums, snakes, alligators, reptiles, rodents and pests. Neither the Association, the Board, the management company of the Association, the Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the management company of the Association, the Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

(d) No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, the management company of the Association, the Declarant nor any successor Declarant to protect or further the health, safety or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the management company of the Association, the Declarant and any successor Declarant, their directors, officers, committee and Board members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.

4.7. Security. The Association may maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be; provided, however, that the Association shall not be obligated to maintain or support such activities except as provided in Section 4.10.

Neither the Association, the management company of the Association, the Declarant, nor any successor declarant shall in any way be considered insurers or guarantors of security within the Properties. Neither the Association, the management company of the Association, the Declarant, nor any successor declarant shall be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of security measures undertaken.

All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner, acknowledge that the Association, its Board of Directors, the management company of the Association, the Declarant, any successor declarant, and the Architectural Review Committee and the Modifications

Committee do not represent or warrant that any entry gate, patrolling of the Properties, neighborhood watch group or volunteer security patrol, or any security system designated by or installed according to guidelines established by the Declarant or the Architectural Review Committee or the Modifications Committee may not be compromised or circumvented; nor that any entry gate, patrolling of the Properties, neighborhood watch group or volunteer security patrol, or any security systems will prevent loss by burglary, theft, hold-up, or otherwise; nor that entry gate, patrolling of the Properties, neighborhood watch group or volunteer security patrol, or any security systems will in all cases provide the detection or protection for which the system is designed or intended.

All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner, acknowledge and understand that the Association, its Board and committees, the management company of the Association, the Declarant, or any successor declarant are not insurers.

All Owners and occupants of any Lot and all tenants, guests, and invitees of any Owner assume all risks for loss or damage to Persons, to Lots, and to the contents of Lots and further acknowledge that the Association, its Board and committees, the management company of the Association, the Declarant, or any successor declarant have made no representations or warranties, nor has any Owner, occupant, or any tenant, guest, or invitee of any Owner relied upon any representations or warranties, expressed or implied, relative to any entry gate, patrolling of the Properties, neighborhood watch group or volunteer security patrol, or any security systems recommended or installed or any security measures undertaken within the Properties.

4.8. Powers of the Association Relating to Neighborhoods. Since a Neighborhood Committee is a committee of the Association, the Board shall have all of the power and control over any Neighborhood Committee that it has under applicable law over other committees of the Association.

No action of any Neighborhood Association shall become effective or be implemented until and unless the Association shall have been given written notice of such proposed action and the opportunity to disapprove the proposed action or unless such action is in strict compliance with guidelines set by the Board. The Association shall have ten days from receipt of the notice to disapprove any proposed action. The Association may disapprove any action taken or contemplated by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard.

The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under this Declaration or any other applicable covenants. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association, and (b) require that a proposed Neighborhood budget include the cost of such work.

Any action specified by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association shall be taken within the reasonable time frame set by the Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association.

To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Lots in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Section 10.7. Such assessments may be collected as a Benefitted Assessment hereunder and shall be subject to all lien rights provided for herein.

4.9. Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The

costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge additional use and consumption fees for services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, pest control service, cable television service, security, caretaker, fire protection, utilities, and similar services and facilities. Except as provided in Section 4.10, the Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to what services and facilities, if any, will be provided by the Association.

4.10. Change of Use of Common Areas. During the Class "B" Control Period without the approval or consent of any Member or other Person, and after the Class "B" Control Period upon (a) adoption of a resolution by the Board stating that, in the Board's opinion, a service provided by the Association pursuant to Section 4.7 or the then present use of a designated part of the Common Areas is no longer in the best interest of the Owners or is no longer necessary or appropriate for the purposes intended, and (b) the approval of such resolution by Voting Delegates representing a majority of the Class "A" votes cast at a meeting duly called for such purpose, and (c) the consent of Declarant (so long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1), the Board shall have the power and right to terminate such service or to sell, exchange, convey or abandon such Common Area or change the use thereof (and, in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided that any such new use (i) shall be for the benefit of the Owners, (ii) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the Common Areas, and (iii) shall be consistent with the then effective Master Plan.

Regardless of the above, if the Board determines, and the resolution of the Board recites, that any transaction involving the disposition or exchange of Common Area will not have an adverse effect on the Association and the Owners, the Board may, in lieu of calling a meeting pursuant to (b) above, give notice to all Owners of the proposed transaction and of any right to object thereto which might be available hereunder and, if Voting Delegates representing less than 10% of the Class "A" votes object in writing to the Association within 30 days after the giving of such notice, the transaction shall be deemed approved by the Voting Delegates and the meeting of the Voting Delegates shall not be necessary.

4.11. View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot, from adjacent Lots will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth in Article V. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

4.12. Relationship with Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, grant exclusive and/or non-exclusive easements over the Common Area to, or transfer portions of the Common Area to non-profit, tax-exempt organizations, including but not limited to organizations that provide facilities or services designed to meet the physical or social needs of older persons, for the benefit of the Properties, the Association, its Members and residents. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense of the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as but not limited to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

Article V: Maintenance

5.1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

(a) all Common Area;

(b) all landscaping and other flora, parks, signage, structures, and improvements, including any bike, pedestrian and equestrian pathways and trails, situated upon the Common Area;

(c) all private streets, including any asphalt repairs thereto, situated upon the Common Area;

(d) all walls and fences constructed by Declarant on any Lots which serve as perimeter walls for the Properties or which separate any Lot from Common Area or a Private Amenity (allocation of responsibility for the maintenance and repair of party walls and party fences is set forth in Section 5.5);

(e) landscaping, sidewalks, street lights, irrigation systems, and signage within public rights-of-way abutting the Properties, including but not limited to Highways 170 and 278;

(f) landscaping and other flora within any public utility easements and scenic easements within the Common Areas (subject to the terms of any easement agreement relating thereto);

(g) any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Covenant to Share Costs, any plat of any portion of the Properties, or any contract or agreement for maintenance thereof entered into by the Association; and

(h) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members and identified by written notice from the Declarant to the Association until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall also have the right and power, but not the obligation, to take such actions, in accordance with appropriate law, and adopt such rules as may be necessary for control, relocation, management, and extermination of wildlife, including but not limited to, deer, skunks, opossums, snakes, alligators, reptiles, rodents, and pests, within the Area of Common Responsibility.

All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies. If approved, the Association may maintain boardwalks, fishing docks, and crab docks over, around, and in such wetlands. Notwithstanding anything contained in this paragraph, the Declarant, its successors, assigns, affiliates and designees may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to any property which the Association is obligated to maintain by this Declaration or any Supplemental Declaration, either by agreement with the Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of such maintenance shall be assessed as a Neighborhood Assessment against the Lots within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may also maintain and improve other property which it does not own, including, without limitation, property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law.

Except as otherwise specifically provided herein, all costs for maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense allocated among all Lots as part of the Base

Assessment, without prejudice to the right of the Association to seek reimbursement from the Persons responsible for such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Lot, and Dwelling Unit, and all other structures, parking areas, landscaping, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 10.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Neighborhood's Responsibility. Upon Board resolution, the Owners of Lots within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and open space between the Lots within the Neighborhood and adjacent public roads and private streets within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same. As an alternative, the Board may resolve that such maintenance shall be performed by the applicable Neighborhood Association.

All maintenance required of a Neighborhood Association under this Declaration or any additional covenants or agreements shall be performed consistent with the Community-Wide Standard. If any Neighborhood Association fails to perform such maintenance, the Association may perform it and assess the costs against all Lots within such Neighborhood as provided in Section 10.7.

5.4. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, as determined by the Board.

Portions of the Properties are environmentally sensitive and/or may provide greater aesthetic value than other portions of the Properties. The Board may establish a higher Community-Wide Standard for such areas and require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, neither the Association, nor any Owner nor any Neighborhood Association shall be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5. Party Walls and Party Fences.

Each wall and fence built as a part of the original construction on the Lots:

(a) any part of which is built upon or straddling the boundary line between two adjoining Lots; or

(b) which is constructed within four feet of the boundary line between adjoining Lots, has no windows or doors, and is intended to serve as a privacy wall for the benefit of the adjoining Lot; or

(c) which, in the reasonable determination of the Board, otherwise serves and/or separates two adjoining Lots, regardless of whether constructed wholly within the boundaries of one Lot;

shall constitute a party wall or party fence (herein referred to as "party structures"). The owners of the property served by a party structure (the "Adjoining Owners") shall own that portion of the party structure lying within the boundaries of their respective properties and shall have an easement for use and enjoyment and, if needed, for support, in that portion, if any, of the party structure lying within the boundaries of the adjoining property. Each Adjoining Owner shall be responsible for maintaining a property insurance policy on that portion of any party structure lying within the boundaries of such Owner's Lot, as more particularly provided in Section 6.3, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss.

The responsibility for the repair and maintenance of party structures and the reasonable cost thereof shall be shared equally by the Adjoining Owners. To the extent damage to a party structure from fire, water, soil settlement, or other casualty is not repaired out of the proceeds of insurance, any Adjoining Owner may restore it. If other Adjoining Owners thereafter use the party structure, they shall contribute to the restoration cost in equal shares without prejudice to any Owners' right to larger contributions from other users under any rule of law. Any Owner's right to contribution from another Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Article VI: Insurance and Casualty Losses

6.1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect if reasonably available the following types of insurance:

(a) Blanket property insurance covering risks of physical loss on an "all-risk" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at a reasonable cost, then "broad form named perils" coverage may be substituted. In addition, the Association may, upon request of a Neighborhood Association, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood Association, obtain and continue in effect property insurance covering risks of physical loss on an "all risk" basis for all insurable improvements in the Neighborhood. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full insurable replacement cost of the insured property. Costs of property insurance obtained by the Association on the behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment;

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf and including coverage for non-owned automobile liability. If generally available at reasonable cost, the commercial general liability insurance shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage;

(c) Workers compensation insurance and employers liability insurance if and to the extent required by law;

(d) Directors and officers liability insurance or equivalent association liability insurance;

(e) Commercial crime insurance, including employee fidelity insurance, in an amount determined by its best business judgment which shall not be less than one-sixth of the annual Base Assessments on all Lots plus reserves on hand for employee fidelity insurance. Such commercial crime insurance shall cover funds held by the Association's management company, unless such management company's insurance insures the Association against crimes committed by or against such management company. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation; and

(f) Such additional insurance, including but not limited to flood, earthquake and hurricane insurance, as the Board in its best business judgment determines advisable.

The Association shall have no insurance responsibility for any portion of any Private Amenity.

6.2. Association Policy Requirements. Prior to the renewal of any insurance policy and at least annually, the Association shall arrange for a review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be familiar with insurable replacement costs in the Beaufort and Jasper Counties, South Carolina, area.

Except as otherwise provided in Section 6.1 with respect to property within a Neighborhood, premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible as determined by the Board and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.24 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots in accordance with Section 10.7.

(a) All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of South Carolina which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board requires;

(ii) Be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be for the benefit of the Association and its Members. Insurance coverage secured on behalf of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Lots within the Neighborhood, and their Mortgagees, as their interests may appear;

(iii) Not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

(iv) Include an agreed amount endorsement if the policy contains a co-insurance clause; and

(v) Contain replacement cost coverage.

(b) In addition, the Board shall secure, if reasonably available and as applicable, insurance policies providing the following:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager and the Owners;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement preventing the Association's insurance carrier from invoking its "other insurance" clause to obtain any contribution from any insurance maintained by individual Owners;

(iv) An endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) A cross liability provision;

(vi) A provision vesting the Board with exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss; and

(vii) A provision listing the Lot Owners as additional insureds under the policy.

6.3. Owner's Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full insurable replacement cost on its Lot(s), less a reasonable deductible, unless either the Neighborhood in which the Lot is located or the Association carries such insurance (which they are not obligated to do hereunder). Such property insurance shall include windstorm and hail coverage, and, if full insurable replacement cost is not reasonably available for such coverage, actual cash value may be substituted.

Each Owner further covenants and agrees that in the event of damage to or destruction of the Dwelling Unit or any other structures on or comprising his or her Lot, he or she shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and the standards for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

6.4. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least 75% of the total Class "A" votes and the Declarant, as long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, decide within 60 days after the loss not to repair or reconstruct.

Any damage to or destruction of the common property of any Neighborhood Association shall be repaired or reconstructed unless the Owners representing at least 75% of the total vote of the Neighborhood Association decide within 60 days after the damage or destruction not to repair or reconstruct. If the Neighborhood Association's covenants, if any, require a greater percentage of Owners within the Neighborhood to approve, then such provision shall control.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60 day period, then the period shall be extended for not more than 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association or the Neighborhood Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

6.5. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood Association, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

6.6. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Delegates, levy Benefitted Assessments against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1.

Article VII: No Partition

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of the whole or any part thereof without the written consent of all Owners and Mortgagees.

Article VIII: Condemnation

Whenever any part of the Common Area shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Area under threat of condemnation only if approved in writing by Voting Delegates representing at least 67% of the total Class "A" votes in the Association and Declarant, as long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1.

The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless within 60 days after such taking the Declarant, so long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, and Voting Delegates representing at least 67% of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 6.5 and 6.6 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Article IX: Annexation and Withdrawal of Property

9.1. Annexation Without Approval of Membership.

(a) Until all property described in Exhibit "B" has been subjected to this Declaration or 30 years after recordation of this Declaration, whichever is earlier, Declarant may unilaterally subject to the provisions of this Declaration all or portions of the real property described in Exhibit "B".

(b) In addition, until 40 years after recordation of this Declaration, Declarant may unilaterally subject any Contiguous Property to the provisions of this Declaration.

(c) Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" or any Contiguous Property and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" or any Contiguous Property in any manner whatsoever.

(d) Such annexation shall be accomplished by filing a Supplemental Declaration in the Register of Mesne Conveyances describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Voting Delegates, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2. Annexation With Approval of Membership. The Association or the Declarant may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Voting Delegates representing 67% of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant so long as Declarant owns property subject to this Declaration or has the right to annex property pursuant to Section 9.1.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Register of Mesne Conveyances describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

9.4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either

concurrent with or after the annexation of the subject property and shall require the written consent of the owner(s) of such property, if other than the Declarant.

9.5. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1.

Article X: Assessments

10.1. Creation of Assessments. The Association may levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 10.6; and (d) Benefitted Assessments as described in Section 10.7. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties is deemed to covenant and agree to pay these assessments.

All assessments, together with interest from the due date of such assessment at a rate determined by the Association (not to exceed the highest rate allowed by South Carolina law), late charges, costs, including lien fees and administrative costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is levied until paid, as more particularly provided in Section 10.9. Each such assessment, together with interest, late charges, costs, including lien fees and administrative costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable with the grantor for any assessments and other charges due at the time of conveyance. No first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment for each Lot shall be due and payable in advance each year on the anniversary of the date that the Owner of such Lot first obtained title to the Lot. If a Lot is owned by more than one Person and such Persons did not obtain title to the Lot on the same date, the Board, in its sole discretion, shall set the due date for the payment of assessments for such Lot. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request by an Owner, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself or herself from liability for assessments, by nonuse of Common Area, abandonment of his or her Lot or Dwelling Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it or for inconvenience or discomfort arising from repairs or improvements or other action taken by it.

10.2. Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may annually elect either to pay assessments on all of its unsold Lots or to pay the shortage for such fiscal year. The "shortage" shall be the difference between

(a) the amount of all income and revenue of any kind received by the Association, including but not limited to, assessments collected on all other Lots, use fees, advances made by Declarant, and income from all other sources, and

(b) the amount of all actual expenditures incurred by the Association during the fiscal year, including any reserve contributions for such year, but excluding all non-cash expenses such as depreciation or amortization, all expenditures and reserve contributions for making additional capital improvements or purchasing additional capital assets, and all expenditures made from reserve funds.

Calculation of the shortage shall be performed on a cash basis of accounting. Unless the *Declarant otherwise* notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses. After termination of the Class "B" Control Period, the Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

10.3. Computation of Base Assessment. Not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund in accordance with a budget *separately* prepared as provided in Section 10.5, but shall not include expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Delegates representing a majority of the total Class "A" vote of the Association.

The Base Assessment shall be levied equally against all Lots subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment under Section 10.8 on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to *assessment* during the fiscal year.

The budget shall become effective unless disapproved at a meeting of the Voting Delegates representing at least a majority of the total Association vote and by the Declarant as long as the Declarant owns any portion of the *Properties* or has the right to annex property pursuant to Section 9.1. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Delegates as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 30 days after notice of the assessments. Notice of assessments shall be posted in a *prominent* place within the Properties and included in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Notwithstanding any provision to the contrary, the Board may not impose a Base Assessment that is more than 20% greater than the Base Assessment for the immediately preceding fiscal year without a majority vote of a quorum of Voting Delegates at a meeting of the Association. This limitation shall not apply to *Neighborhood Assessments*, Special *Assessments*, Benefitted Assessments, or any user or membership fees imposed by the Association.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.2), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's

discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

10.4. Computation of Neighborhood Assessments. At least 30 days before the beginning of each fiscal year, the Board shall prepare a separate budget for each Neighborhood covering the estimated Neighborhood Expenses, if any, expected to be incurred on behalf of such Neighborhood during the coming year. The Board shall be entitled to set such budget only to the extent that (a) this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or (b) the Association expects to incur expenses to provide additional services for a Neighborhood. Any Neighborhood may request that additional services or an increased level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a reserve contribution establishing a fund for repair and replacement of items maintained as a Neighborhood Expense, if any, within the Neighborhood.

Neighborhood Expenses shall be levied as a Neighborhood Assessment against all Lots within the benefitted Neighborhood and shall be allocated equally among those Lots. If specified in the Supplemental Declaration applicable to such Neighborhood or if directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of Dwelling Units or other structures, insurance on Dwelling Units or other structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Lots in proportion to the benefit received. Such proportion shall be specified in the Supplemental Declaration applicable to such Neighborhood, or if not so specified, shall be approved by a majority of the Owners within the Neighborhood, and Declarant, as long as Declarant owns any property within such Neighborhood.

Neighborhood budgets shall become effective unless disapproved by a majority vote of the Owners of Lots in the Neighborhood for which the Neighborhood budget applies. There shall be no obligation to call a meeting for the purpose of considering the Neighborhood budget except on petition of Owners representing at least 10% of votes in such Neighborhood, which petition must be presented to the Board within 30 days after notice of the Neighborhood Assessments. Notice of Neighborhood Assessment shall be provided as set forth in Section 10.3; and provided, further, the right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. In the event the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine the Neighborhood budget for any year, then and until such time as such budget shall have been determined as provided herein, the Neighborhood budget in effect for the immediately preceding year shall continue for the current year.

10.5. Reserve Budget and Capital Contribution. The Board shall prepare, on an annual basis, reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. Such reserve budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the Base Assessments and Neighborhood Assessments reserve contributions in amounts sufficient to meet these projected needs, if any.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. Such policies may differ for general Association purposes and for each Neighborhood. So long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

10.6. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if for Common Expenses, or against the Lots within any Neighborhood, if for Neighborhood Expenses. Such Special Assessments shall become effective unless (a)

disapproved at a meeting of the Owners representing at least a majority of the total votes allocated to Lots which will be subject to such Special Assessment, or (b) disapproved by the Declarant, as long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1. There shall be no obligation to call a meeting for the purpose of considering Special Assessments except on petition of the Voting Delegates or Owners as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 30 days after notice of the Special Assessment. Notice of Special Assessment shall be provided as set forth in Section 10.3. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

10.7. Benefitted Assessments. The Board may levy Benefitted Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, caretaker service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws, the Design Guidelines, or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefitted Assessment under this subsection (b).

The Association may also levy a Benefitted Assessment against the Lots within a Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, the Design Guidelines, and rules of the Association, provided the Board gives the Voting Delegate from such Neighborhood prior written notice and an opportunity to be heard before levying any such assessment.

10.8. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the date the Lot is made subject to this Declaration, or (b) the date the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base and Neighborhood Assessments against each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

10.9. Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid unless otherwise specifically precluded in this Declaration. The lien shall also secure payment of interest (subject to the limitations of South Carolina law), late charges, and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, a Mortgagee *holding* a first Mortgage of record or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be *Common Expenses* collectible from Owners of all Lots subject to assessment under Section 10.8, including such acquirer, its successors and assigns.

10.10. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment *notice* shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections. .

10.11. Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) all Common Area;

(b) all property dedicated to and accepted by any governmental authority or public utility; and

(c) all property owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, the Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for Section 501(c) status under the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

Article XI: Architectural and Design Standards

11.1. General. No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing improvements (including painting), *placement* or posting of any object or thing on the exterior of any Lot, Dwelling Unit, other structure or the Common Area (e.g., signs, antennae, clotheslines, playground equipment, pools, propane tanks, lighting, temporary structures, and artificial vegetation), planting or *removal* of landscaping materials, or installation or removal of an irrigation system shall take place except in compliance with this Article, this Declaration, including the Use Restrictions, and the *Design Guidelines* and with the approval of the *appropriate* committee under Section 11.2.

Any Owner may remodel, paint or redecorate the interior of structures, including the Dwelling Unit, on his or her Lot without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to this Article and approval as set forth below. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally *approved* plans and specifications.

This Article shall not apply to the activities of the *Declarant* nor to *improvements* to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any Private Amenity or any land subject to this Declaration or subject to annexation to this Declaration.

11.2. Architectural and Design Review.

(a) New Construction. Until 100% of the Properties have been developed and conveyed to Home Owners, the Declarant shall have exclusive authority to administer and enforce architectural controls under this Article and to review and act upon all applications for original construction within the Properties. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board may, at its option, either create and appoint an Architectural Review Committee ("ARC") or assign such duties to the MC (as defined below). The ARC, if established, shall consist of at least three, but not more than five, persons who shall serve and may be removed in the Board's discretion. The ARC shall have no rights or authority until the Declarant's authority under this Article expires or is surrendered.

(b) Modifications. The Board shall establish a Modifications Committee ("MC") which shall consist of at least three, but not more than five, persons who shall be appointed and shall serve at the discretion of the Board. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Lots or containing Dwelling Units and the adjacent open space. The Declarant shall have the right to veto any action taken by the MC which the Declarant determines, in its sole discretion, to be inconsistent with the Design Guidelines. (For purposes of this Article, "Reviewing Body" shall refer to either the Declarant, the MC, or the ARC, as appropriate under the circumstances.)

The Reviewing Body may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

11.3. Guidelines and Procedures. The Declarant shall prepare Design Guidelines which shall apply to all construction activities within the Properties, except as provided in Section 11.1. The Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Properties or has a right to annex any property pursuant to Section 9.1. Thereafter, the ARC, or if the ARC is not established, the MC, shall have the authority to amend the Design Guidelines. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, intended use, the Master Plan, and any other applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewing Body and compliance with the Design Guidelines does not guarantee approval of any application.

Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Declarant or, upon its formation, the ARC, or the MC, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

The Association shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Register of Mesne Conveyances, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to and approved by the Reviewing Body, unless the Reviewing Body has granted a variance in writing pursuant to Section 11.6. So long as the Reviewing Body has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines and this Declaration shall be final.

11.4. Submission of Plans and Specifications.

(a) No activities within the scope of Section 11.1 shall commence on any Lot until an application for approval of the proposed work has been submitted to and approved by the Reviewing Body. Such application shall be in the form required by the Reviewing Body and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor and other features of proposed construction, as applicable. The Design Guidelines shall set forth the procedure and any additional information for submission of the Plans.

(b) In reviewing each submission, the Reviewing Body may consider quality of workmanship and design, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in relation to surrounding structures and plant life. The Reviewing Body may require relocation of native plants within the construction site or the installation of an irrigation system for the landscaping including the natural plant life on the Lot as a condition of approval of any submission.

The Reviewing Body shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for the curing of such objections. In the event the Reviewing Body fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval and suggestions for curing the objections of the committee of the Plans, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party.

(c) If construction does not commence on a project for which Plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewing Body for reconsideration. If construction is not completed on a project for which plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article.

11.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the ARC and the MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

11.6. Variance. The Reviewing Body may authorize variances in writing from its guidelines and procedures, but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations require, and (c) when construction in accordance with the variance would be consistent with the purposes of the

Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the MC may not authorize variances without the written consent of the Declarant, as long as it owns any portion of the Properties or has a right to annex any property pursuant to Section 9.1, or the ARC, if established.

11.7. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant, the Association, the Board, the ARC or the MC shall bear any responsibility for 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, the ARC or the MC, 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. In all matters, the ARC and the MC and their members shall be defended and indemnified by the Association as provided in the By-Laws.

11.8. Enforcement. Any construction, alteration or other work done in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Declarant, the ARC, the MC, or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property, Lot and/or Dwelling Unit to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a Benefitted Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Declarant or the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Benefitted Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Declarant, the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewing Body.

Article XII: Use Restrictions

12.1. Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Properties under this Declaration in order to protect all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the community. The Properties are subject to Design Guidelines as set forth in Article XI and other restrictions governing land development, architectural and design control, individual conduct

and uses of or actions upon the Properties. This Declaration, including the initial Use Restrictions attached hereto as Exhibit "C," and the rules and resolutions adopted by the Board or the Members establish affirmative and negative covenants, easements, and restrictions on the Properties.

All provisions of this Declaration and any rules shall apply to all Owners, occupants, tenants, guests and invitees of any Lot. Any lease on any Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

12.2. Authority to Promulgate Use Restrictions and Rules.

(a) Subject to the terms of this Article and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth on Exhibit "C." The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Any such rules shall become effective after compliance with subsection (c) of this Section unless such rules are disapproved at a meeting by Voting Delegates representing at least 67% of the total Class "A" vote and by the Declarant, so long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1. The Board shall have no obligation to call a meeting of the Voting Delegates to consider disapproval except upon receipt of a petition of the Voting Delegates as required for special meetings in By-Laws, Section 2.4. If a meeting to consider disapproval of a rule is requested by the Voting Delegates prior to the effective date of such rule, the rule may not become effective until after such meeting is held.

(b) Alternatively, the Voting Delegates, at a meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and previously adopted rules by a vote of Voting Delegates representing 67% of the total Class "A" vote and the approval of the Declarant, so long as the Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1.

(c) At least 30 days prior to the effective date of any action under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The Association shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Article shall authorize the Board or the Voting Delegates to modify, repeal or expand the Declaration (with the exception of Exhibit "C"), the By-Laws, the Articles, or the Design Guidelines. Such documents may be amended as provided therein.

12.3. Owners' Acknowledgement. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Voting Delegates may add, delete, modify, create exceptions to, or amend the Use Restrictions in accordance with Sections 12.2 and 19.2.

Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

12.4. Rights of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Voting Delegates may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.

(b) Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot.

(c) Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating displays which are visible from outside the Lot.

(d) Household Composition. No rule shall interfere with the freedom of occupants of Dwelling Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Dwelling Unit on the basis of the size and facilities of the Dwelling Unit and its fair share use of the Common Area.

(e) Activities Within Dwelling Units. No rule shall interfere with the activities carried on within the confines of Dwelling Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Dwelling Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Dwelling Unit, or that create an unreasonable source of annoyance.

(f) Pets. The Association may adopt reasonable rules designed to minimize damage and disturbance to other Owners and occupants, including rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limits based on size and facilities of the Lot and fair share use of the Common Area; provided, however, any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Properties prior to the adoption of such rule. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No Owner shall be permitted to raise, breed or keep animals or poultry of any kind for commercial or Business purposes.

(g) Allocation of Burdens and Benefits. Except as permitted by Section 2.3, the initial allocation of financial burdens and rights to use Common Areas among the various Lots shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the use of the Common Areas as provided in Section 4.10, from adopting generally applicable rules for use of Common Areas, or from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article X.

(h) Alienation. No rule shall prohibit the leasing or transferring of any Lot, or require consent of the Association or Board for leasing or transferring of any Lot; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the Association of its costs to administer that lease or transfer.

(i) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop in accordance with the Master Plan, including, but not limited to, the rights of the Declarant as set forth in Article XV.

(j) Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Properties shall apply prospectively only and shall not require the removal of any

property which was being kept on the Properties prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law.

The limitations in this Section 12.4 shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 19.2.

Article XIII: Easements

13.1. Easements of Encroachment. Declarant reserves unto itself, so long as it owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with this Declaration) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of the Declarant.

13.2. Easements for Utilities, Etc. Declarant reserves unto itself, so long as it owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, and grants to the Association an easement for the purpose of access and maintenance upon, across, over, and under all of the Properties to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company or other company providing a service or utility to Sun City Hilton Head subject to the limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling Unit on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Declarant specifically grants to the local utility suppliers easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Dwelling Unit on any Lot, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant.

13.3. Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B" and any Contiguous Property whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

13.4. Easements for Private Amenities.

(a) The owner of any Private Amenity, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary, with or without the use of maintenance vehicles and equipment, for the operation, maintenance, repair and replacement of such Private Amenity.

(b) The owner of any Private Amenity, its respective agents, successors and assigns, shall have a perpetual, non-exclusive easement to the extent reasonably necessary, over the Properties for the installation, maintenance, repair, replacement and monitoring of utility lines, wires, drainage pipelines and pipelines serving all or portions of such Private Amenity.

(c) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, and authorized users, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and authorized users of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenity has insufficient parking to accommodate such vehicles.

(d) The owner of any Private Amenity, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over such portion of the Properties designated by the Declarant as the common maintenance area. Such common maintenance area may be used by the owner of any Private Amenity and the Association for offices of maintenance personnel, for the storage of maintenance vehicles, parts, fuel and materials, and for vehicle maintenance.

13.5 Easements for Golf Courses.

(a) Every Lot and the Common Area and the common property of any Neighborhood Association are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant; the Association or its Members (in their capacity as such); the management company of the Association; the owner of any Golf Course; its successors, successors-in-title to any Golf Course, or assigns; any successor Declarant; any builder or contractor (in their capacities as such); any officer, director, partner, employee or agent of any of the foregoing, or any officers or director of any partner.

(b) The Properties immediately adjacent to any Golf Course are hereby burdened with a non-exclusive easement in favor of the owner of such course for overspray of water from any irrigation system serving such course. The owner of any Golf Course may use treated effluent in the irrigation of any Golf Course. Under no circumstances shall the Association or the owner of any Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(c) The owner of any Golf Course, its respective agents, successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from such Golf Course.

(d) The owner of any Golf Course, its respective agents, successors and assigns, shall have a perpetual non-exclusive easement, to the extent reasonably necessary, over the Properties, for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment, including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course.

(e) The Properties are hereby burdened with easements in favor of any Golf Course for natural drainage of storm water runoff from such Golf Course.

(f) The Properties are hereby burdened with easements in favor of any Golf Course for golf cart paths serving such Golf Course. Under no circumstances shall the Association or the owner of any Golf Course, or their respective agents, successors, or assigns, be held liable for any damage or injury resulting from the exercise of this easement.

(g) The owner of any Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course shall at all times have a right and non-exclusive easement of access and use over the golf cart paths, if any, located within the Properties as reasonably necessary for the use and enjoyment of the Golf Course.

(h) There is hereby established for the benefit of the owner of any Golf Course, its respective agents, successors and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Golf Course. Without limiting the generality of the foregoing, members of the Golf Course and guests and authorized users of the Golf Course shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after tournaments and other similar functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate such vehicles.

13.6. Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property and the Board.

13.7. Right of Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any Lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

13.8. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot to (a) perform its maintenance responsibilities under Article V, and (b) make inspections to ensure compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Declaration, any Supplemental

Declaration, the By-Laws, the Design Guidelines, or the rules. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Benefitted Assessment.

The Properties are hereby burdened with a non-exclusive easement in favor of the Association for overspray of water from any irrigation system serving the Area of Common Responsibility. The Association may use treated effluent in the irrigation of any Area of Common Responsibility. Under no circumstances shall the Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

13.9. Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

13.10. Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, rivers, streams, and wetlands located within the Area of Common Responsibility to (a) construct, maintain, and repair pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, ponds, rivers, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwelling Units thereon) adjacent to or within one hundred feet of lake beds, ponds, rivers, streams and wetlands within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, rivers, streams, and wetlands within the Area of Common Responsibility subject to the approval of all appropriate regulatory bodies; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, rivers, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising their rights under this Section. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall, hurricanes, or other natural occurrences.

Article XIV: Mortgage Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

14.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws which is not cured within 60 days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

14.2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Article XV: Declarant's Rights

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register of Mesne Conveyances of Jasper County and Beaufort County, South Carolina. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" or any Contiguous Property in any manner whatsoever.

Each Owner, by accepting title to a Lot and becoming an Owner, and each other Person, by acquiring any interest in the Properties, acknowledges awareness that Sun City Hilton Head is a master planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Properties (other than within said Owner's or other Person's Neighborhood), or (b) changes in any conceptual or master plan for the Properties, including, but not limited to, the Master Plan (other than within said Owner's or other Person's Neighborhood); provided, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Area as it deems appropriate in its sole discretion.

So long as construction and initial sales of Lots shall continue or the Declarant owns any Private Amenity, the Declarant and its designees may maintain and carry on upon the Common Area and any property owned by the Declarant such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. The Declarant and its designees shall have easements for access to and use of such facilities. The Declarant's or any designee's unilateral right to use the Common Area for purposes stated in this paragraph shall not be exclusive and shall not unreasonably interfere with use of such Common Areas by Owners unless leased pursuant to a lease agreement with the Association providing for payment of reasonable rent.

The Declarant may, in its discretion, construct residential improvements for temporary occupancy within or adjacent to the Properties and designate such improvements as "Vacation Villas." Such Vacation Villas shall not

be considered Dwelling Units or Lots; provided however, such Vacation Villas shall be subject to assessments as provided in Article X. The owners and occupants of Vacation Villas shall not become Members of the Association by virtue of their ownership or occupancy of such Vacation Villas. The Declarant may transfer or lease such Vacation Villas and make Vacation Villas available for use by guests selected in its sole discretion. The Declarant hereby reserves for itself and its guests a non-exclusive easement for use, access, and enjoyment in and to the Common Area, including but not limited to any recreational facilities within the Common Area.

The Declarant may convert a Vacation Villa located in the Properties to a Lot by filing a Supplemental Declaration in the Register of Mesne Conveyances identifying such property as a Lot or Lots. Such Supplemental Declaration shall not require the consent of the Voting Delegates, but shall require the consent of the Declarant and the owner of such property, if other than the Declarant. Any such conversion of a Vacation Villa to a Lot shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein.

So long as the Declarant owns any portion of the Properties or any Private Amenity or has the right to annex property pursuant to Section 9.1, neither the Association nor any Neighborhood Association shall, without the prior written approval of the Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of the Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Areas of the Association or to any property owned by any of them;

(b) Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Areas or any property owned by any of them in promotional materials;

(c) Limits or prevents purchasers of new residential housing constructed by the Declarant, its successors, assigns and/or affiliates in Sun City Hilton Head from becoming members of the Association or enjoying full use of its Common Areas, subject to the membership provisions of this Declaration and the By-Laws;

(d) Discriminates against or singles out any group of Association members or prospective members or the Declarant (this provision shall expressly prohibit the establishment of a fee structure (i.e., assessments, Special Assessments and other mandatory fees or charges) that discriminates against or singles out any group of Association members or the Declarant, but shall not prohibit the establishment of Benefitted Assessments);

(e) Impacts the ability of the Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for Sun City Hilton Head, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by the Declarant and limiting the establishment by the Declarant of easements necessary to complete Sun City Hilton Head shall be expressly included in this provision. Easements that may be established by the Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities; or

(f) Impacts the ability of the Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

Neither the Association nor any Neighborhood Association shall exercise its authority over the Common Areas (including, but not limited to, any gated entrances and other means of access to the Properties, the Exhibit "B" property or any Private Amenity) to interfere with the rights of the Declarant set forth in this Declaration or to impede access to any portion of the Properties, the Exhibit "B" property or any Private Amenity over the streets and other Common Areas within the Properties.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written

consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any portion of the Properties or any Private Amenity or has the right to annex property pursuant to Section 9.1. The rights contained in this Article shall terminate upon the earlier of (a) 40 years after the conveyance of the first Lot to a Home Owner, or (b) upon recording by Declarant of a written statement that all sales activity has ceased. Thereafter, the Declarant and its designees may continue to use the Common Areas for purposes stated in this Article only pursuant to a rental or lease agreement between the Declarant and/or such designee and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas.

Article XVI: Golf Courses and Private Amenities.

16.1. Right to Use. Access to and use of the Private Amenities are strictly subject to the rules and procedures of the Private Amenities, and no Person automatically gains any right to enter or to use those facilities by virtue of membership in the Association, ownership of a Lot, or occupancy of a Dwelling Unit.

Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

The ownership or operational duties of and as to the Private Amenities may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations by an independent entity, (b) conversion of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Private Amenity, (c) the conveyance of a Private Amenity to one or more subsidiaries, affiliates, shareholders, employees, or independent contractors of the Declarant, or (d) the conveyance of a Private Amenity to the Association by the Declarant or any affiliate or designee of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be required to effectuate such a transfer or conversion.

At a time to be determined in the Declarant's sole discretion, but not later than the termination of the Class "B" Control Period, the Declarant or, upon the direction of the Declarant, an affiliate of the Declarant, shall convey to the Association the initial 18 hole Golf Course and clubhouse to be located within the property described in Exhibits "A" and "B" and/or within any Contiguous Property. Such property shall be accepted by the Association, subject to any restrictions set forth in the deed of conveyance, including but not limited to, restrictions governing the use of such property.

After such conveyance, the Association shall have the responsibility for the maintenance, operation, and insurance of such Golf Course in accordance with this Declaration; provided however, the Association shall not make any modification with regard to the maintenance, operation, or insurance of the Golf Course, without the prior written consent of the Declarant, so long as the Declarant owns any portion of the Properties or any Private Amenity or has the right to annex property pursuant to Section 9.1.

Except as provided herein, no representations or warranties, either written or oral, have been or are made by the Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of the Private Amenities. No purported representation or warranty, written or oral, in conflict with this Section shall be effective without an amendment to this Declaration executed or joined into by the Declarant or the owner(s) of the Private Amenities which are the subject thereof.

16.2. Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot in the vicinity of any Golf Course, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of any such Golf Course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) use of effluent in the irrigation of the Golf Course, (e) reduction in privacy caused by constant golf traffic on the Golf Course or the removal or pruning of shrubbery or trees on the Golf Course, (f) errant golf balls and golf clubs, and (g) design of the Golf Course.

Each such Owner agrees that neither Declarant, the Association nor any of Declarant's affiliates or agents shall be liable to any Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents or the Association. The Owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents and the Association against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot.

16.3. View Impairment. Neither the Declarant, the Association nor the owner or operator of any Private Amenity or Golf Course guarantees or represents that any view over and across any Private Amenity or Golf Course from adjacent Lots will be preserved without impairment. No provision of this Declaration shall be deemed to create an obligation of the Association, the owner of any Private Amenity, nor the Declarant to prune or thin trees or other landscaping except as provided in Article V. The Association and the owner of any Private Amenity may, in their sole and absolute discretion, add trees and other landscaping to their Private Amenities and Golf Courses from time to time. In addition, the owner of any Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on such Golf Course from time to time. Any such additions or changes to Golf Courses or Private Amenities may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Any such addition or change to any Private Amenity may not adversely affect drainage flow across the Properties.

16.4. Architectural Control. Neither the Association, the Modifications Committee, nor any Neighborhood Association, board or committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is adjacent to, or otherwise in the direct line of sight of, any Private Amenity without giving the Private Amenity at least 15 days' prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The Private Amenity shall then have 15 days to approve or disapprove the proposal in writing delivered to the appropriate committee or association, stating in detail the reasons for any disapproval. The failure of the Private Amenity to respond to the notice within the 15-day period shall constitute a waiver of the Private Amenity's right to object to the matter. This Section shall also apply to any work on the Common Area or any common property or common elements of a Neighborhood Association, if any.

16.5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenities, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefitting any Private Amenity, may be made without the written approval of the owner of the Private Amenities affected thereby. The foregoing shall not apply, however, to amendments made by the Declarant.

16.6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate Use Restrictions or

than those set forth on Exhibit "C" affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

Article XVII: Dispute Resolution and Limitation on Litigation

17.1. Agreement to Avoid Litigation. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Sections 17.2 ("Claims") shall be resolved using the procedures set forth in Section 17.3 in lieu of filing suit in any court.

17.2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association's Use Restrictions, or the Articles (referred to jointly in this Declaration as the "Governing Documents"), or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 17.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 17.3:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article X (Assessments);

(b) any suit by the Association to obtain a temporary restraining order, or other mandatory or prohibitive equitable relief, and such other ancillary relief as permitted to enforce the provisions of Article XI (Architectural and Design Standards) and Article XII (Use Restrictions);

(c) any suit by an Owner to challenge the actions of the Declarant, the Association, the ARC, the MC, any covenants committee, or any other committee with respect to approval, disapproval, application or enforcement of the provisions of Article XI (Architectural and Design Standards) or Article XII (Use Restrictions);

(d) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 17.3.

17.3. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3. Claimant's proposed remedy; and

4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

2. If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Beaufort County or Jasper County, South Carolina area.

3. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

1. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

2. This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of South Carolina. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of South Carolina.

17.4. Allocation of Costs of Resolving Claims.

(a) Subject to Section 17.4(b), each Party shall bear its own costs, including any attorneys fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

(b) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

17.5. Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 17.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

Article XVIII: Compliance with County Requirements

18.1. General. The purpose of this Article is to provide the Association and the Owners with notice of several of the requirements and obligations imposed on the Association and the Owners by the Development Agreements. Nothing in this Article shall be construed to modify, limit or expand any requirement or obligation imposed by either the Jasper County Development Agreement or the Beaufort County Development Agreement nor to reduce, limit or eliminate any requirement or obligation otherwise imposed by this Declaration, any applicable Supplemental Declaration, the By-Laws, the Articles, the Use Restrictions, the Design Guidelines, or the Association rules. In the event of conflict between any provision of the Development Agreements, as they may be amended, and any provision of this Article, those of this Article shall be subject and subordinate to those of the Development Agreement.

18.2 Beaufort County Development Agreement. The Beaufort County Development Agreement and this Section shall apply only to that portion of the Properties located within Beaufort County, South Carolina.

(a) Recycling Programs. The Board shall establish a recycling program and recycling center within the Properties consistent with Beaufort County, South Carolina, laws. In the event of conflict between the standards of Jasper County and Beaufort County, South Carolina laws, the more restrictive standard shall apply. All occupants of Dwelling Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is designed to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

(b) Effluent. To the extent effluent is not accepted by the Declarant or its designees, the Association shall accept treated effluent as required by the Beaufort-Jasper Water and Sewer Authority and may use such effluent in the irrigation of any Golf Course or areas of the Area of Common Responsibility that are isolated from Dwelling Units; provided however, if the treatment level of the effluent is tertiary, the Association may use such effluent on all portions of the Area of Common Responsibility.

(c) Wells. No wells that draw water from the Upper Floridian aquifer as a primary source of potable water or irrigation water shall be constructed, except wells constructed by the Declarant or the Association as a back-up source for temporary emergency use when no other source of fresh water is available.

(d) Water Conservation. All automatic sprinkler systems installed within the Properties shall include rain sensors and must be approved in strict compliance with Article XI.

(e) Mulching of Landscape Waste. Except as provided in the Beaufort County Development Agreement, all landscape waste produced within the Properties shall be mulched for use within the Properties. The Association shall provide facilities within the Properties for grinding landscape waste or contract to dispose of such waste through a private contractor who grinds waste into mulch outside of the Properties; provided, such contractor shall be obligated to return an equivalent tonnage of mulch to the Properties. Declarant hereby reserves for the Association all rights to such landscape waste and mulch produced within the Properties; provided however, the Board may require Owners to use a proportionate share of such mulch on their Lots.

This Section shall not apply to waste produced during initial site preparation and clearing or during construction activities within the first five years of development. Such waste may be disposed of in any manner permitted by law and in compliance with the Design Guidelines.

(f) County Approval Required. This Section may not be amended to be inconsistent with the Beaufort County Development Agreement without the prior written consent of the appropriate governmental authority of Beaufort County, South Carolina.

18.3. Jasper County Development Agreement. The Jasper County Development Agreement and this Section shall apply only to that portion of the Properties located within Jasper County, South Carolina.

(a) Recycling Programs. If and to the extent required under Jasper County, South Carolina, law, the Board shall establish a recycling program and recycling center within the Properties. In the event of conflict between the standards of Jasper County and Beaufort County, South Carolina, laws, the more restrictive standard shall apply. All occupants of Dwelling Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is designed to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

(b) Effluent. To the extent effluent is not accepted by the Declarant or its designees, the Association shall accept treated effluent as required by the Beaufort-Jasper Water and Sewer Authority and may use such effluent in the irrigation of any Golf Course or areas of the Area of Common Responsibility that are isolated from Dwelling Units; provided however, if the treatment level of the effluent is tertiary, the Association may use such effluent on all portions of the Area of Common Responsibility.

(c) Water Conservation. All automatic sprinkler systems installed within the Properties shall include rain sensors and must be approved in strict compliance with Article XI.

(d) County Approval Required. This Section may not be amended to be inconsistent with the Jasper County Development Agreement without the prior written consent of the appropriate governmental authority of Jasper County, South Carolina.

Article XIX: General Provisions

19.1. Term. This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in

whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

19.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) 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 it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. In addition, so long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Declaration may be amended in accordance with Section 19.2(b).

(b) By Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing 67% of the total Class "A" votes in the Association, and the consent of the Declarant, so long as the Declarant owns any Private Amenity or any portion of the Properties or has the right to annex property pursuant to Section 9.1.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Register of Mesne Conveyances of Jasper County and Beaufort County, South Carolina unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege as long as the Declarant owns any Private Amenity or any portion of the Properties or has the right to annex property pursuant to Section 9.1.

19.3. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of 67% of the Voting Delegates. A Voting Delegate representing Lots owned by Persons other than itself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding 67% of the total votes attributable to Lots in the Neighborhood represented by the Voting Delegate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant

to the same procedures, necessary to institute proceedings as provided above. This Section shall apply in addition to the provisions of Article XVII, if applicable.

19.4. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

19.5. 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 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

19.6. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

19.7. Use of the Words "Sun City Hilton Head". No Person shall use the words "Sun City Hilton Head" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Sun City Hilton Head" in printed or promotional matter solely to specify that particular property is located within the Properties and the Association shall be entitled to use the words "Sun City Hilton Head" in its name.

19.8. Del Webb Marks. Any use by the Association of names, marks or symbols of Del Webb Corporation or any of its affiliates (collectively "Del Webb Marks") shall inure to the benefit of Del Webb Corporation and shall be subject to Del Webb Corporation's periodic review for quality control. The Association shall enter into license agreements with Del Webb Corporation, terminable with or without cause and in a form specified by Del Webb Corporation in its sole discretion, with respect to permissive use of certain Del Webb Marks. The Association shall not use any Del Webb Mark without Del Webb Corporation's prior written consent.

19.9. Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Owner(s).

19.10. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title. The Association may require the payment of a reasonable administration or registration fee by the transferee.

19.11. Attorneys' Fees. In the event of an action instituted to enforce any of the provisions contained in this Declaration, the Articles of Incorporation or the By-Laws, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Benefitted Assessment with respect to the Lot(s) involved in the action.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 6th day of September, 19 94.

DEL WEBB COMMUNITIES, INC.,
an Arizona corporation

Witness

By: Jon M. Donnell
Vice President

Witness

Attest: Seth E. Southard
Vice President

STATE OF SOUTH CAROLINA)
) s.s.
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE me the undersigned witness and made oath that s/he saw Del Webb Communities, Inc., an Arizona corporation, by Jon M. Donnell, its Vice President, and attested by Seth E. Southard, its Vice President, sign, seal and as the act and deed of said corporation, deliver the foregoing Declaration; and that s/he, together with the other Witness, witnessed the execution thereof.

Witness (SEAL)

SWORN TO BEFORE me this 6th day of Sept., 1994.

Notary Public for South Carolina

My commission expires: 9/7/99

EXHIBIT "A"

Land Initially Submitted

ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND, lying and being in Beaufort County, South Carolina, and being more particularly shown and delineated on a plat prepared for Del Webb Communities, Inc. by Thomas & Hutton Engineering Co., dated April 21, 1994, last revised April 28, 1994, entitled "Boundary Survey Parcels 1a, 1b, 1c and 1d Sun City Hilton Head, Beaufort County, South Carolina," and being recorded on May 2, 1994, in Plat Book 49, Page 102 of the Register of Mesne Conveyances of Beaufort County, South Carolina;

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, lying and being in Beaufort County, South Carolina, and being more particularly shown and delineated on a plat prepared for Del Webb Communities Inc. by Thomas & Hutton Engineering Co., dated May 16, 1994, entitled "Boundary Survey Parcel 2 Sun City Hilton Head, Beaufort County, South Carolina," and being recorded on June 1, 1994, in Plat Book 49, Page 155 of the Register of Mesne Conveyances of Beaufort County, South Carolina.

EXHIBIT "B"

Land Subject to Annexation

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, lying and being in Beaufort and Jasper Counties, South Carolina, and being more particularly shown and delineated on a plat prepared for Del Webb Communities, Inc., by Thomas & Hutton Engineering Co., dated September 8, 1993, entitled "Boundary Plat for a portion of the Argent and Okatie Tracts," and being recorded on March 10, 1994, in Plat Book 488, at Page 188 of the Register of Mesne Conveyances of Beaufort County, South Carolina, and in Plat Book 21, Page 46 of the Register of Mesne Conveyances of Jasper County, South Carolina;

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, lying and being in Beaufort County, South Carolina, and being more particularly shown and delineated on Exhibit 1 to the Amendment to Memorandum of Option dated January 21, 1994, and being recorded on March 10, 1994, in Deed Book 689, Page 2173 of the Register of Mesne Conveyances of Beaufort County, South Carolina, and in Deed Book 6, Page 1059 of the Register of Mesne Conveyances of Jasper County, South Carolina;

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, lying and being in Beaufort County, South Carolina, and being more particularly shown and delineated on a plat prepared by Harold R. Johnson, Surveyor, dated May 20, 1960, entitled "Tract 4 of Bull Hill Plantation," and being recorded in Plat Book 12, at Page 55 of the Register of Mesne Conveyances of Beaufort County, South Carolina and being identified as Parcel No. 1 as shown on the County Tax Map No. 28 for the Bluffton Township District, Beaufort County, South Carolina (PIN #R600-028-000-0001-0000);

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being Parcel No. 1 as shown on the County Tax Map No. 79 for Jasper County, South Carolina (PIN #794-00-01-01).

EXHIBIT "C"

Initial Use Restrictions

(a) General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association consistent with this Declaration and any Supplemental Declaration), subject to applicable laws. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Declaration and the Association shall have standing and the power to enforce such standards.

(b) Prohibited Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(i) Posting of signs of any kind except those required by law, including posters, circulars and billboards; provided, one professionally lettered "for rent" or "for sale" sign may be displayed on a Lot being offered for lease or for sale if in accordance with any restrictions in size, coloring, lettering and placement of signs as may be adopted by the Board, the Architectural Review Committee and the Modifications Committee and if approved by the Modifications Committee;

(ii) Subdivision of a Lot into two or more Lots after a subdivision plat including such Lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns;

(iii) Active use of lakes, ponds, rivers, streams, wetlands, or other bodies of water within the Properties or within any Golf Course, except that the owners of any Golf Courses and their agents, successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and except that the Board may allow use of non-motorized boats subject to any rules and regulations it may establish. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers, streams, wetlands or other bodies of water within or adjacent to the Properties;

(iv) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(v) Occupancy of a Dwelling Unit by more than two persons per bedroom in the Dwelling Unit. For the purposes of this provision, "occupancy" shall be defined as staying overnight in the Dwelling Unit more than 30 days in any six-month period;

(vi) Capturing, trapping or killing wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons or pets on the Properties;

(vii) Raising, breeding or keeping of animals or poultry of any kind, except that a total of two dogs and cats and a reasonable number, as determined by the Board, of other usual and common household pets may be permitted on a Lot. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners or occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet;

(viii) Feeding, caring, taunting, or playing with any alligators on the Properties;

(ix) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which result in unreasonable levels of sound or light pollution;

(x) Discharge of firearms or explosives within the Properties. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size;

(xi) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; provided, the Declarant and the Association shall have the right, without obligation, to erect or install and maintain such apparatus for the benefit of all or a portion of the Properties; and

(xii) Conducting any Business, Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities which are commonly conducted within residential areas within the Dwelling Unit so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (B) the business activity conforms to all zoning requirements for the Properties; (C) the business activity does not involve visitation of the Lot or Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (D) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

This subsection shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties, including the designation and use of Vacation Villas. The leasing of a Dwelling Unit shall not be considered a Business or Trade within the meaning of this subsection.

(c) Prohibited Conditions. The following shall be prohibited within the Properties:

(i) Walls, dog runs, animal pens, or fences of any kind on any Lot except as approved in accordance with Article XI; provided, the Declarant and the Association shall have the right, without obligation, to construct and maintain fences on any portion of the Properties which they own;

(ii) Open garage doors. Garage doors shall remain closed at all times except when entering and exiting the garage;

(iii) Excessive exterior lighting on any Lot. The Board shall in its sole discretion determine whether any exterior lighting is excessive;

(iv) Tents, shacks, or other structures of a temporary nature on any Lot except as approved in accordance with Article XI or as may be authorized by the Declarant during initial construction within the Properties. Approved temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair; and

(v) Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels not in active use on the Common Area or any portion of a Lot which is visible from outside the Lot, except as approved in accordance with Article XI.

(d) Leasing. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased. No structure on a Lot other than the primary residential Dwelling Unit shall be leased or otherwise occupied for residential purposes, except that any Lot comprised of more than one acre of land may make residential use of such a structure for an ancillary use such as in-law suite or nanny suite,

but not for independent leasing. There shall be no subleasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing. No transient tenants may be accommodated in a Dwelling Unit, and all leases shall be for an initial term of no less than 30 days.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(e) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Properties. Woodpiles or other material shall be stored in a manner so as not to be visible from outside the Lot and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Properties. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Properties, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

(f) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are approved in accordance with Article XI or as required by the applicable governing jurisdiction. Such containers shall be kept inside garages or other structures on Lots except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

(g) Clothes Drying Facilities. Outside clothestines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

(h) Vehicles and Parking. The term "vehicles," as used in this Section, shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

No vehicle may be left upon any portion of the Properties except in a garage, driveway, parking pad, or other area designated by the Board. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Properties other than in enclosed garages; provided however, that one boat may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each seven day period.

EXHIBIT "D"

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one Party Appointed Arbitrator, and all the Respondents shall agree upon one Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three arbitrators.

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Associations Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.

5. The Appointed Neutral or Neutral, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

10. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest

in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

11. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

12. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

13. There will be no posthearing briefs.

14. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

15. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

16. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "E"

BY-LAWS

OF

SUN CITY HILTON HEAD COMMUNITY ASSOCIATION, INC.

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EXHIBIT "E"

By-Laws

[SIGNATURES AND TEXT CONTINUE ON FOLLOWING PAGE.]

BY-LAWS

OF

SUN CITY HILTON HEAD COMMUNITY ASSOCIATION, INC.

Article I: Name, Principal Office, and Definitions

1.1. Name. The name of the Association shall be Sun City Hilton Head Community Association, Inc. ("Association").

1.2. Principal Office. The principal office of the Association shall be located in Jasper County or Beaufort County, State of South Carolina. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Sun City Hilton Head filed in the Register of Mesne Conveyances of Jasper County and Beaufort County, South Carolina ("Declaration"), unless the context indicates otherwise.

Article II: Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. The Association shall have two classes of membership, Class "A" and Class "B", as set forth in the Declaration. The provisions pertaining to membership in the Declaration are incorporated herein by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held within the Properties or at such other suitable place within Jasper County or Beaufort County, State of South Carolina as may be designated by the Board.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year after incorporation of the Association. Unless the Board decides to call a meeting of the Members or unless a meeting of the Members is required by law, all meetings shall be of the Voting Delegates. Subsequent regular annual meetings shall be set by the Board so as to occur at least 30 days but not more than 120 days before the close of the Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Voting Delegates representing at least 10% of the Members of the Association.

2.5. Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Voting Delegates shall be delivered, either personally or by mail, to each Voting Delegate entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Delegate at his or her address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Voting Delegates shall be deemed the equivalent of proper notice. Any Voting Delegate may, in writing, waive notice of any meeting of the Voting Delegates, either before or after such meeting. Attendance at a meeting by a Voting Delegate shall be deemed waiver by such Voting Delegate of notice of the time, date, and place thereof, unless such Voting Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Delegates who are present at such meeting may adjourn the meeting to a date not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Delegates in the manner prescribed for regular meetings.

2.8. Voting. Members shall have such voting rights as set forth in the Declaration. Such voting rights provisions are incorporated herein by this reference. Voting for the election of directors by the Voting Delegates may be by ballots mailed to the Voting Delegates. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. The Board may include on ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent allowed by law.

2.9. Proxies.

(a) Voting Delegates. Voting Delegates may not vote by proxy but only in person or through their designated alternates or by written ballot as provided herein.

(b) Members. In the event that a meeting of the Members is held by the Association, Members may vote in person or by proxy.

Also, any Member who is entitled to cast the vote for his or her own Lot pursuant to Section 3.4(b) of the Declaration may cast such vote in person or by proxy until such time as the Board first calls for election of a Voting Delegate to represent the Neighborhood of which the Lot is a part.

Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or telecopy to any Board member or the professional management agent, if any. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than 11 months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Lot.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of the Voting Delegates representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association.

The Voting Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Voting Delegates representing at least 25% of the Members of the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13. Telephonic Participation. One or more Voting Delegates may participate in and vote during any regular or special meeting of the Voting Delegates by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Voting Delegates so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Voting Delegates.

2.14. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Voting Delegates may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all of the Voting Delegates. All such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of South Carolina. Such consents shall be filed with the minutes of the Association.

2.15. Meetings of Members. At all meetings of the Members, the procedures and requirements applicable to the Voting Delegates set forth in Sections 2.2, 2.4, 2.5, 2.6, 2.7, 2.10, 2.12 and 2.14 shall control; (provided, however, the term "Voting Delegate" shall refer to the Members of the Association) provided that Members may vote by proxy as provided in Section 2.9(b). At all such meetings of the Members, the presence in person or by proxy of Members holding a majority of the total vote of the Association shall constitute a quorum, except as otherwise provided in these By-Laws or in the Declaration.

Article III: Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one equal vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents of Dwelling Units who have completed, prior to being elected to the Board, such training and committee or other service requirements as established by the Board; provided, however, no more than one representative from a Lot may serve on the Board at the same time.

In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be presumed to be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2. Number of Directors. The number of directors in the Association shall be not less than three nor more than seven, as provided in Section 3.5. The initial Board shall consist of three directors as identified in the Articles.

3.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when 90% of the total number of Lots proposed by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Home Owners;

(b) December 31, 2020; provided that, in the event the Declarant annexes additional property pursuant to Section 9.1(b) of the Declaration at any time after December 31, 2015, this date shall be extended for additional three year periods for every 500 acres of property annexed, or any fraction thereof; or

(c) when, in its discretion, the Class "B" Member so determines.

3.4. Nomination of Directors. Except with respect to directors appointed by the Class "B" Member, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of three or more persons and a Chairperson, who shall be a member of the Board. The remaining members of the Nominating Committee shall be Members, residents of Dwelling Units, or any officer, director, partner or trust officer of a Member which is not a natural person. If Voting Groups are designated, at least one representative from each Voting Group shall be appointed to the Nominating Committee. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Voting Delegates to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting.

The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled from each slate as provided in Section 3.5. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Delegates and for the directors to be elected by the Voting Delegates representing the Lots within each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Delegates and to solicit votes.

3.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) Within 30 days after the time that Home Owners own 25% of the Lots proposed by the Master Plan, as it may be amended, or whenever the Class "B" Member earlier determines, the Association shall hold an election at which the Voting Delegates representing the Class "A" Members, other than the Declarant, shall elect one of the three directors who shall be an at-large director and shall serve a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term. The remaining two directors shall be appointees of the Class "B" Member.

(b) Within 30 days after the time that Home Owners own 50% of the Lots proposed by the Master Plan, as it may be amended, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The Association shall hold an election at which Voting Delegates representing the Class "A" Members, other than the Declarant, shall be entitled to elect two of the five directors, who shall serve as at-large directors and shall serve a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term. The remaining three directors shall be appointees of the Class "B" Member.

(c) Within 120 days after the termination of the Class "B" Control Period, the Board shall be increased to seven directors. The Association shall hold an election at which all directors shall be elected as follows: the directors shall be elected by Voting Delegates representing both Class "A" and Class "B" Members, with one director elected by the vote of all Voting Delegates and an equal number of directors elected by the vote of Voting Delegates within each Voting Group. Any remaining directorships shall be filled at large by the vote of all Voting Delegates.

Each Voting Delegate shall be entitled to cast all votes attributable to the Lots in the Neighborhood with respect to each vacancy to be filled from each slate on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. For the first election held pursuant to this subsection (c), the majority of the directors shall be elected for a term of two years and the remaining directors shall be elected for a term of one year, with each term to expire at the next annual meeting after the two-year or one-year period, as applicable. Those elected candidates receiving the most votes shall serve the two-year terms. Successor directors shall be elected at annual meetings to serve for two-year terms. The directors elected by the Voting Delegates shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

3.6. Removal of Directors and Vacancies. Any director elected solely by the Voting Delegates may be removed, with or without cause, by the vote of Voting Delegates holding a majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called and noticed for that purpose. Upon removal of a director, a successor shall be elected by the Voting Delegates entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected solely by the Voting Delegates who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting of the Board at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term. Any director appointed by the Board shall be selected from among Members within the Voting Group represented by the director who vacated the position.

B. Meetings.

3.7. Organizational Meetings. The Board shall hold its first meeting within 60 days after each annual election of directors.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one such meeting shall be held each quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least 72 hours before the time set for the meeting.

3.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum

is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation. No director shall receive any compensation from the Association for acting as such; provided however, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.13. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings. Subject to the provisions of Sections 3.15 and 3.16, all meetings of the Board shall be open to all Members, but a Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by the President. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation and personnel matters.

3.15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.16. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these By-Laws, or South Carolina law directed to be done and exercised exclusively by the Voting Delegates or the membership generally.

3.18. Duties. The duties of the Board shall include, without limitation:

(a) preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses and Neighborhood Expenses, if any;

(b) levying and collecting assessments from the Owners to fund the Common Expenses and Neighborhood Expenses, if any;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which the Board shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations, including Use Restrictions, and establishing penalties for infractions thereof;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by the Board and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property, liability and commercial crime insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;

(l) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(m) keeping books with detailed accounts of the receipts and expenditures of the Association;

(n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, the Articles, the By-Laws, rules and all other books, records, and financial statements of the Association;

(o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(p) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by South Carolina law, the Articles, and these By-Laws; and

(q) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

3.19. Right of the Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the judgment of the Class "B" Member, would tend to impair rights of the Declarant or its designees under the Declaration or these By-Laws, or interfere with development, construction or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Declaration or these By-Laws.

(a) The Class "B" Member shall be given written notice of all meetings of the Association, the Board or any committee thereof and of all proposed actions of the Association, the Board or any committee thereof to be approved at such meetings or by written consent in lieu of a meeting. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the requirements for Board meetings set forth in these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting.

(b) The Class "B" Member shall be given the opportunity at each such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions, but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board, or the Association unless such action or counteraction countermands an action, policy or program that was not properly noticed and implemented in accordance with these By-Laws. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20. Management. The Board may, but shall not be required to, employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize; provided, however, that such management agent may not be terminated by the Board without the prior written consent of the Declarant for as long as the Declarant owns any portion of the Properties or any Private Amenity or has the right to annex property pursuant to Section 9.1 of the Declaration. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager. The Board may delegate to such management agent(s) such powers as are necessary to perform his or her assigned duties, but shall not delegate policy making authority. The Board may delegate to one of its members the authority to act on behalf

of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed; provided however, that any "shortage" shall be calculated on a cash basis of accounting as provided in Section 10.2 of the Declaration;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) the following financial and related information shall be regularly prepared by the Board and copies made available to all Members of the Association at the expense of the Association:

(i) The Board shall cause a reserve budget and a Common Expense budget (collectively referred to as the "Budget") for the Association (which includes the budget for each of the Neighborhoods, if any), to be prepared for each fiscal year of the Association. The Board shall post written notice in a prominent place within the Properties that the Budget is available at the business office of the Association or at another suitable location within the Properties. If any Member requests a copy of the Budget, the Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 7 days of such request.

(ii) The Board shall cause an annual report ("Financial Statement") to be prepared in accordance with generally accepted accounting principles within 120 days after close of the Association's fiscal year. The Board shall post written notice in a prominent place within the Properties that the Financial Statement is available at the business office of the Association or at another suitable location within the Properties. If any Member requests a copy of the Financial Statement, the Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 7 days of such request. The Financial Statement shall consist of:

(A) a balance sheet as of the end of the fiscal year;

(B) an income and expense statement for the fiscal year (this statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots and the names of the Owners assessed); and

(C) a statement of changes in financial position for the fiscal year.

Such Financial Statement shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

(iii) The Board shall do the following at least quarterly:

(A) cause a current reconciliation of the Association's operating accounts to be made and review the same;

(B) cause a current reconciliation of the Association's reserve accounts to be made and review the same;

(C) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

(D) review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;

(E) review an income and expense statement for the Association's operating and reserve accounts; and

(F) review the delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

3.22. Borrowing. The Association, acting through its Board, shall have the power to borrow money for any legal purpose; provided, the Board shall obtain the approval by vote or written consent of Voting Delegates representing at least a majority of the total Association vote if the proposed borrowing is for the purpose of making discretionary capital improvements or purchasing additional capital assets and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of Voting Delegates representing at least a majority of the Members other than the Declarant.

3.23. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, Neighborhood Associations and other owners or residents associations, both within and outside the Properties.

3.24. Enforcement.

(a) Notice. Prior to imposition of any sanction as provided in the Declaration, the Board or, if so directed by the Board, the covenants committee, if any is established by the Board pursuant to Article V, or the management agent shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if any, within 15 days of the notice; and a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board or the covenants committee, if any, within such time period. If a timely request for a hearing is not received by the Board or the covenants committee, if any, the sanction stated in the notice shall be imposed; provided the Board or the covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 15 day period, the hearing shall be held before the covenants committee, if any, or if none, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice 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 agent 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.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the management agent, President, or Secretary of the Association within 15 days after the hearing date.

Article IV: Officers

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary and Treasurer shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Delegates, as set forth in Article III.

4.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of secretary. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12 hereof.

Article V: Committees

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee

member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a covenants committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these By-Laws. The Board may also appoint a subcommittee consisting of at least three and no more than seven members to function as the jury or trier of facts for all hearings held pursuant to Section 3.24.

5.3. Neighborhood Committees. In addition to any other committees established as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Upon written petition signed by Owners of a majority of the Lots within any Neighborhood, the Board shall call for an election of a Neighborhood Committee for such Neighborhood no later than 60 days from receipt of such petition. Such first election may be held at a meeting or by written ballot at the discretion of the Board. Such Neighborhood Committees, if formed, shall consist of three members; provided, however, by a majority vote of the Owners within the Neighborhood this number may be increased to five.

Each Owner of a Lot within a Neighborhood may cast the vote(s) assigned to his or her Lot in the Declaration for each vacancy to be filled on the Neighborhood Committee. The candidate(s) receiving the most votes shall be elected. The Owners of Lots within the Neighborhood holding at least a majority of the total votes of Lots in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood.

In the event a Neighborhood Committee has been formed for a particular Neighborhood, subsequent members of the committee shall be elected by the vote of Owners of Lots within that Neighborhood at their annual meeting. The annual meeting date shall be set by the Neighborhood Committee so as to occur within the same month of the first election of such committee.

Each Neighborhood Committee shall adopt rules and procedures for the operation of such committee (including but not limited to procedures for calling the annual meeting), which shall be distributed to all Owners within such Neighborhood; provided however, that such rules and procedures do not conflict with any provisions of the Declaration, Articles, these By-Laws, rules and regulations of the Association, or any Board resolution.

Committee members shall be elected for a term of one year or until their successors are elected, whichever is longer. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10 and 3.11 and the procedural requirements set forth in Sections 3.13, 3.14, and 3.15; provided, however, the term "Voting Delegate" shall refer to the Owners of Lots within the Neighborhood. Each Neighborhood Committee shall elect a chairperson from among its members who shall preside at its meetings; provided, however, the Voting Delegate shall be responsible for transmitting any and all communications to the Board. The Voting Delegate from each Neighborhood shall be an ex officio member of the Neighborhood Committee, if any, for such Neighborhood.

The Voting Delegates from each Neighborhood shall be elected and serve in accordance with the Declaration.

Article VI: Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be July 1 through June 30 unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles, the Declaration, and these By-Laws, the provisions of South Carolina law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles, any amendments to the foregoing, the rules of the Association, the membership register, the most recent Financial Statement, the current Budget, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such director's duties as a director.

6.5. 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 or Voting Delegate, at the address which the Member or Voting Delegate 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 Voting Delegate; 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 notice in writing to the Members pursuant to this Section.

6.6. Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred by them and each of them in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.7. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, Declarant may unilaterally amend these By-Laws if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) 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 lender or purchaser to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of these By-Laws. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. In addition, so long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1 of the Declaration, it may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, these By-Laws may be amended in accordance with Section 6.7(b).

(b) By Board. Except as provided above, these By-Laws may be amended only by resolution duly adopted by the Board and the consent of the Declarant, so long as the Declarant owns any Private Amenity or any portion of the Properties or has the right to annex property pursuant to Section 9.1 of the Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation in the Register of Mesne Conveyances of Jasper County and Beaufort County, South Carolina unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege for as long as the Declarant owns any Private

Amenity or any portion of the Properties or has the right to annex property pursuant to Section 9.1 of the Declaration.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Association;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board thereof held on the 8th day of September 1994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of September 1994.

Secretary [SEAL]

2484 FILED Lewis J. Hammet
JOHN A. SULLIVAN, JR
R.M.C.
BEAUFORT COUNTY, S.C.
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BK 729 PG 1497
FOLDER #

1574

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT)

This Development Agreement ("Agreement") is made and entered this 22 day of December, 1993, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended in June of 1993; and,

WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including the county council of a county, to enter development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Del Webb, as developer, proposes to develop a planned community on land including approximately 4,250 acres in the unincorporated area of Beaufort County, South Carolina; and,

WHEREAS, this development agreement is being made and entered between Del Webb and Beaufort County, under the terms of the Act, for the purpose of providing assurances to the developer that it may proceed with its development plan under the terms of its present approval, as hereinafter defined, without encountering future changes of law which would adversely affect the ability to develop or the cost of future development under the plan;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering this Agreement to encourage the planned development by Del Webb, the receipt and

sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act, and the definitions as set forth in Section 6-31-20 of the Act.

II. DEL WEBB LAND USE PLAN AND VESTING OF DEVELOPMENT RIGHTS.

A. Definition of Land Use Plan. As used in this Agreement, the Del Webb Land Use Plan shall mean and refer to the land use plan and all related descriptions and development standards, as described and set forth in the Rezoning Application of Del Webb, as approved and enacted by the Beaufort County Council on December 16, 1993, by Beaufort County Ordinance No. 93 - 36. All elements of the approved rezoning are hereby incorporated into this Agreement by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitation is clearly stated. A complete copy of the Master Plan approval is attached hereto and incorporated herein as Exhibit "C".

B. Land Subject to Agreement. The tract of land hereby made subject to this Agreement is that land within Beaufort County as depicted on the approved Master Plan, and which is more specifically described in Exhibit "A" hereto, hereinafter referred to as "the Property".

C. Vesting of Development Rights; Effect of Future Legal Changes. Beaufort County hereby agrees that the Del Webb Master Plan, as approved, shall govern all aspects of land development within the Property, according to the terms and standards as stated within the approval, for a period of twenty years from the enactment of this Agreement. Del Webb shall have a vested right to proceed with development of the Property in accordance with Master Plan and the terms of this Agreement. No future changes or amendments to the Beaufort County Zoning and Development Standards Ordinance shall apply to the Del Webb development, unless Del Webb voluntarily agrees to adopt such new standards, and no other legislative enactments (laws) of Beaufort County shall apply to

the Master Plan or Property which have an adverse effect on the ability of the developer to develop according to the Master Plan or which have the effect of materially increasing the cost of development and product sales under the Master Plan, except as provided under the terms of this Agreement. Notwithstanding the foregoing, the parties specifically agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes or any other codes related to the construction or safety of structures, or such code associated fees, nor of any tax or fee of universal application throughout the unincorporated areas of Beaufort County to both existing and new development as set forth below, nor of any law or ordinance of universal application throughout the unincorporated areas of Beaufort County to both existing and new development specifically found by the Beaufort County Council to be necessary to protect the health, safety and welfare of the citizens of Beaufort County.

III. INFRASTRUCTURE COSTS AND IMPACT FEES.

Beaufort County and Del Webb recognize that the majority of the direct costs associated with the Del Webb development will be borne by the developer, and many other necessary services will be provided by separate governmental or quasi-governmental entities, and not by Beaufort County. For clarification, the parties make specific note of the following:

A. Private Roads. All roads within the Master Plan Area will be constructed by the developer and maintained by the developer and/or the Owner's Association. Beaufort County will not be responsible for construction or maintenance of any roads within the Property.

B. Public Roads. All major public roads that serve the Master Plan Area are under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. These roads include Highway 278 and the proposed State extension of Highway 278 to Interstate 95, Highway 170 and Highway 141. Beaufort County will not be responsible for construction, improvements or maintenance of the public roads which serve the Property.

C. Potable Water. Potable water will be supplied to the development under contract with Beaufort-Jasper Water and Sewer Authority. Del Webb will construct or cause to be constructed all necessary water service infrastructure within the development, which will be maintained by the Authority. Beaufort County will not be responsible for any construction, treatment, maintenance or costs associated with water service to the Master Plan Area.

D. **Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided under contract with Beaufort-Jasper Water and Sewage Authority. Del Webb will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by the Authority. Beaufort County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Master Plan Area.

E. **Drainage System.** All stormwater runoff and drainage system improvements within the Property will be designed to Beaufort County standards by Del Webb, constructed by Del Webb, and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for any construction or maintenance costs associated with the drainage system within the Master Plan Area. The on-site drainage system has been designed so that there will be no increase in outflow to adjacent property as a result of the project, as required by Beaufort County development standards.

F. **Solid Waste Collection.** All solid waste collection within the Master Plan Area will be supplied under private contract. Beaufort County will not be responsible for solid waste collection service within the Master Plan Area.

G. **Other Utility Services.** All other utilities, including telephone and electric, will be supplied directly by the applicable utility companies, as described in the Master Plan. Beaufort County will not be responsible for any construction or maintenance, or the providing of any service, regarding such utility services.

H. **Recreational Facilities.** The parties recognize that Del Webb will provide extensive recreational facilities within the Master Plan Area for residents and guests of the community, including both active recreational areas and passive recreational areas. All recreational facilities within the Master Plan Area will be developed at the sole expense of Del Webb and maintained by Del Webb and/or the Owner's Association. Beaufort County will not be responsible for providing, constructing or maintaining any of the recreational facilities of the Master Plan Area.

The parties agree that the above facts, together with the costs and fees to be paid by Del Webb under Section IV of this Agreement, make it appropriate for Beaufort County to give assurance to Del Webb that the Del Webb development will not be subjected to future fees which might otherwise be imposed upon the development. This assurance is imperative in order that Del Webb may accurately forecast the potential costs of future development in Beaufort County and thus make an informed decision regarding its long term commitment to develop under the Master Plan.

No development impact fees adopted subsequent to this Agreement shall apply to development under the Master Plan or to developer product sales within the Master Planned Area. The term development impact fees shall include any specific charges or fees made applicable to development product, infrastructure or residential home construction or sales by the developer, which fees or charges increase the cost of development product which is constructed and/or sold within the Master Plan area, regardless of the specific term used to define such fees or charges. This prohibition against future impact fees shall not apply to the levying of any tax or fee of universal application within the unincorporated areas of Beaufort County to new and previously existing development, such as general property taxes or approved school bond referenda, but shall prohibit the imposition of all fees and charges which specifically impact new development, new subdivision or new home sales within the Del Webb project.

The parties recognize that future changes to State law may alter the present method of funding public schools within the State of South Carolina. Nothing contained in this Agreement between Del Webb and Beaufort County is intended to exempt Del Webb or the Property from the application of any laws which may be passed in the future by the South Carolina State Legislature, or by Beaufort County which may be adopted to replace funding should the present method of funding be altered.

IV. COUNTY FACILITIES AND COST.

A. Multi-Purpose Facility. Both Beaufort County and Del Webb recognize that a fire station and emergency medical service ("EMS") in the general vicinity of the Property will be needed to serve the fire protection and EMS needs of the Del Webb development and the surrounding community. The County desires to consolidate these services with a Sheriff's substation in a multi-purpose county facility adjacent to the Del Webb development (the "Multi-Purpose Facility"). Del Webb agrees to participate in meeting the initial cost of the Multi-Purpose Facility, as provided below, in return for Beaufort County's commitment to provide the important services to be housed at the Facility.

Del Webb shall donate approximately five acres of land suitable for construction as more particularly described on Exhibit "B" for the Multi-Purpose County Facilities site to Beaufort County, no later than six months after receiving final development approval for construction of its first phase of development. Del Webb shall provide a boundary survey of the Exhibit "B" property prior to actual conveyance, and shall convey the property by Limited Warranty deed to Beaufort County. It is understood and agreed that Del Webb does not presently hold title to the property to be donated, and any delay in Del Webb's taking title could delay the donation to Beaufort County. Beaufort County's obligation to provide a multi-purpose site under this Agreement is specifically conditioned upon donation of the Exhibit "B" site to Beaufort County, or an alternate site acceptable to both parties. If the Exhibit "B" site is not

currently served by paved access to either U.S. Highway 278 or Highway 170, Del Webb agrees to provide suitable construction access on a timely basis, at no cost to Beaufort County, and temporary paved access prior to occupancy of the Facility, also at no cost to Beaufort County. Furthermore, Del Webb will provide permanent paved access, or cause such to be provided to the site at no cost to Beaufort County, built to appropriate County standards, once the Highway 278 extension has been constructed.

Del Webb further agrees to provide funding for construction of the Multi-Purpose Facility and for the purchase by the County of one pump truck for fire protection, one rapid response vehicle for fire protection, one vehicle for emergency medical services, and funding toward the purchase of two Sheriff's patrol cars, provided that Del Webb's total obligation hereunder shall not exceed $825,000.00, which shall be composed of a $625,000.00 non-reimbursable payment and a $200,000.00 loan to Beaufort County. At the time of the transfer of the Exhibit "B" Property, Del Webb shall place the first $412,500.00 payment in Escrow, with an agent acceptable to both parties, which funds may be utilized by Beaufort County to accomplish the necessary construction of the facility. One year from the time of the first $400,000.00 payment, Del Webb shall place an additional $212,500.00 in the above described Escrow, which funds shall be utilized to complete the facility construction and purchase the rapid response vehicle, EMS vehicle and Sheriff's vehicle which will operate from the site. Beaufort County shall be responsible for all planning and permitting for the site and building. Del Webb shall have the right to review and approve all plans, for aesthetic purposes, and Del Webb shall have the right to require that the building and grounds be made architecturally compatible with Del Webb standards, so long as Del Webb is responsible for any increased construction costs associated with upgrading to meet such Del Webb standards. This right of architectural review shall be reserved as a restriction and encumbrance in the deed of conveyance to Beaufort County. Beaufort County shall have a duty to diligently pursue all necessary design, permitting, construction and equipping of the site immediately upon conveyance of the site to Beaufort County and posting of the initial Escrow Account. Fire protection and emergency medical services shall be completed and in operation within 60 days of issuance of the Certificate of Occupancy of the first residential home within the Property, and Beaufort County shall have an affirmative duty to maintain such services in operation from the site thereafter.

In addition to the total payment of $625,000.00 of non-reimbursable funds by Del Webb as provided above, Del Webb shall make an additional payment to Beaufort County of $200,000.00. This additional payment shall be in the form of a loan from Del Webb to Beaufort County, at zero interest, with the proceeds to be paid into the same Escrow described above for the purpose of purchasing the pump truck for fire protection which will operate from the Facility. Del Webb shall pay the $200,000.00 loan proceeds into the Escrow account one year (365 days) after payment of the $212,500.00 nonreimbursable payment provided for above into Escrow, as described above. Beaufort County shall repay the

V. SPECIFIC CONDITIONS OF DEL WEBB DEVELOPMENT.

In further consideration for the commitments made to Del Webb by Beaufort County under this Agreement, Del Webb agrees to make certain commitments regarding its development of the Master Plan Property. Nothing in this Section V will be construed as modifying in any way any provision of Section III hereof. The conditions which follow are in addition to the commitments made elsewhere herein by Del Webb and under the approved Master Plan.

A. **Solid Waste Management.** Del Webb agrees to make recycling mandatory within the Property under a program consistent with Beaufort County law and fees regarding recycling. These requirements for mandatory recycling shall be added to the Covenants and Restrictions which shall be binding upon all property and owners within the Master Plan area. Del Webb or the homeowners within the Property will bear all costs of waste collection including recycling.

B. **Use of Effluent.** Del Webb agrees to accept treated effluent and utilize the effluent to the maximum degree practical for golf course irrigation and for irrigation of common areas isolated from residences, where economically feasible, provided that the quality and quantity of treated effluent made available by Beaufort-Jasper Water and Sewer Authority are sufficient to meet DHEC requirements. Del Webb shall have no affirmative obligation to accept more treated effluent than is generated by the Del Webb development, but Del Webb shall have the option to accept additional effluent, at its sole discretion, subject to such credits as may be defined in its agreement with Beaufort-Jasper Water and Sewer Authority. At such time as the Del Webb development generates more effluent than can be utilized on the golf courses or suitably remote common areas, Del Webb shall have no responsibility to accept such excess effluent unless and until the level of treatment is tertiary. Any participation by Del Webb in raising the treatment level to tertiary will be defined in the agreement between Beaufort-Jasper Water and Sewer Authority and Del Webb.

C. **Wells on Property.** Del Webb agrees that no wells shall be constructed within the Exhibit "A" property which draw water from the Upper Floridan aquifer as a primary source of potable water or irrigation water after Beaufort-Jasper water and Sewer Authority completes water service to the site. Del Webb reserves the right to construct and utilize wells which draw from the Lower Floridan (middle) aquifer, to the extent necessary to supplement irrigation, provide backup irrigation capability, and for the purpose of leaching to remove salt accumulation resulting from effluent use. Del Webb also reserves the right to construct and utilize wells which draw from the Upper Floridan aquifer for temporary emergency use only, as a back-up source only, should water from the Lower Floridan Aquifer prove

insufficient in quality or quantity as a source for construction water or other temporary water needs prior to the existence of water lines to serve the property; provided that such wells which draw upon the Upper Floridan Aquifer may not be utilized for any purpose after the existence of water lines to the property other than an emergency situation where no other source of fresh water is available.

D. **Water Conservation.** Del Webb agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements. Del Webb shall install rain sensors on automatic sprinkler systems within the Common Property, and shall require homeowners within the Property to do the same for any individual residential automatic sprinkler systems, and encourage the use of other water conservation methods.

E. **Mulching of Landscape Waste.** Del Webb shall provide facilities for the disposal of landscape waste produced within the Property, either by grinding such waste into mulch for use within the Property, or by contracting to dispose of such landscape waste through a private contractor who grinds such landscape waste into mulch offsite, provided he returns an equivalent tonnage of mulch to the Master Plan area. Del Webb shall make such disposal mandatory within the Master Plan area, provided that the Master Plan area shall have the flexibility to participate in regional projects, where practical, and the flexibility to modify the landscape waste disposal method to comply with all applicable laws. This provision shall not apply at all to waste produced during initial site preparation and clearing, or to construction activities within the first five (5) years of development, all of which waste may be disposed of in any normal and legal manner.

F. **Minority Relations.** Del Webb agrees to continue efforts to be sensitive to the needs of minorities in Beaufort County and agrees to assist and consult with qualified minority-owned suppliers and subcontractors in an effort to allow them to compete fairly with all entities seeking to do business with Del Webb. Del Webb is an equal opportunity employer and shall continue to be an equal opportunity employer in regard to all of its activities in Beaufort County.

VI. STATEMENT OF REQUIRED PROVISIONS.

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. Legal Description of Property and Legal and Equitable Owners. The legal description of the property is set forth in item II(B) above and Exhibit "A" hereto. The present legal Owner of the Property is Union Camp Corporation, and the present owner of equitable rights to the property, pursuant to an Exclusive Option Agreement, is Del Webb Communities, Inc. Del Webb Communities, Inc. is the developer under the land use plan.

2. Duration of Agreement. The duration of this Agreement is 20 years, unless extended or terminated by the mutual Agreement of the parties.

3. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in the written narrative accompanying the approved rezoning of the Property. The Master Plan and all related documentation are more fully described under item II(A) above, and have been incorporated fully into this Agreement.

4. Required Public Facilities. Section VII of the Del Webb Master Plan narrative, incorporated herein, describes the utility service available to the site regarding electrical service, telephone and solid waste disposal. Section VI of the Del Webb Master Plan narrative describes the preliminary wastewater treatment and potable water plan for the site, to be ultimately approved and subsequently serviced by Beaufort-Jasper Water and Sewer Authority. The mandatory procedures under existing Beaufort County law will ensure availability of roads and utilities to serve the residents on a timely basis. The requirement for fire protection and emergency medical service is described in item IV above.

5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. The only dedication of land for public purposes is the donation of a multi-purpose site which is described in item IV above.

The Del Webb Master Plan described above, and incorporated herein, contains numerous provisions for the protection of environmentally sensitive areas. The protection of hardwood trees in the New River/Great Swamp area of the property, as well as certain other wetland areas, is fully described under Section IV of the Master Plan, item 5.2.7 Protection of Natural Resources, which section also addresses erosion control and freshwater wetland protection. Furthermore, the Master Plan map (Exhibit F of Master Plan) demonstrates that the overall development plan has been carefully developed to minimize impacts on freshwater wetlands as indicated on the Freshwater Wetlands Survey (Exhibit D to Master Plan).

6. Local Development Permits. The Del Webb development has received a rezoning approval, to a PUD Zoning District, by Beaufort County Ordinance No._____. Specific development permits must be obtained prior to commencing any actual construction activity on the site, consistent with

the standards set forth in the PUD Master Plan approval and this Agreement. Additionally, building permits must be obtained under Beaufort County Law for any vertical construction, and appropriate permits must be obtained from the South Carolina Coastal Council and the Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. Comprehensive Plan and Development Agreement. The development permitted and proposed under the Del Webb Master Plan, as described above, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort County, South Carolina. The Del Webb Master Plan which is vested under the terms of this Agreement has gone through a complete legal rezoning process prior to the entering of this Agreement. The land use regulations governing the proposed development are the terms of the Del Webb Master Plan, under the terms of the approved PUD zoning.

8. Terms for Public Health, Safety and Welfare. The legal process which resulted in the approval of the PUD Zoning District for the Del Webb Master Plan included considerable input to assure the Beaufort County Council that the proposed development adequately addressed applicable issues of public health, safety and welfare. The terms and conditions of the PUD approval, incorporated herein, serve that purpose, together with other terms contained in this Agreement.

9. Historical Structures. No specific terms relating to historical structures are pertinent to this proposal or Agreement. No historic structures exist on the site.

10. Additional Items. Pursuant to the terms of Section 6-31-60, the following non-mandatory provisions are addressed below under items B - D.

B. Development Timing and Phasing. Section IV(B) of the approved Master Plan addresses the issue of development timing and phasing. The estimated time to buildout under the development plan is 15 to 20 years, justifying the 20 year term of this Agreement. Flexibility is allowed the developer as to exact sequence and timing of individual development phases in recognition of the fact that long term residential development must respond to variable market conditions. Section IV(B) of the Master Plan is incorporated into this Agreement to govern phasing and timing of the development.

The following development schedule reflects the expected commencement dates and the anticipated interim completion dates at 5 year intervals:

1. Argent I Tract

Commencement Date: January 1, 1995

Completion Date: December 31, 1999

This first phase development may include common facility

amenities on the Okatie Tract, as described in the Master Plan.

2. Argent III Tract

Commencement Date: January 1, 2005

Completion Date: December 31, 2009

3. Okatie Tract

Commencement Date: January 1, 2010

Completion Date: December 31, 2014

The development to occur pursuant to the above schedule includes the development infrastructure, roads, subdivision of lots, common facilities, commercial facilities, and other improvements currently defined as development under the Beaufort County Zoning and Development Standards Ordinance. The Argent II tract, in Jasper County, is currently scheduled for development during the five year period following the Argent I Tract development. The exact order of development as well as the development phase timing and completion dates may change, at the developer's discretion, to accommodate changing market conditions. Del Webb shall inform the Beaufort County Zoning Administrator of all such changes to the anticipated schedule of commencement and completion dates set forth above.

C. Other Governmental Entities. At this time only Beaufort County has been made a governmental party to this development Agreement. A separate development Agreement may be entered into with Jasper County regarding that portion of the Del Webb development plan which is located in Jasper County. Additionally, a separate agreement may be entered into with Beaufort Jasper Water and Sewer Authority.

D. Compliance with Act. In addition to the items listed above, the parties find and agree that all other provisions of this development agreement are consistent with the Act and not otherwise prohibited by law.

VII. TERMINATION / ASSIGNMENT.

Beaufort County shall have the right to unilaterally terminate this Agreement should Del Webb fail to commence substantial development under the Master Plan within five years of the date of this Agreement. Commencement of development shall consist of construction of first phase roads and utilities and the beginning of construction of first phase common facilities. Furthermore, should Del Webb fail to commence substantial development within three years of the date of this Agreement, the payments to be made by Del Webb under Section IV A above shall be increased by an amount equal to any

increase in the Consumer Price Index from the date of this Agreement until the commencement of development.

The parties agree that Beaufort County shall also have the unilateral right to terminate this Agreement if Del Webb should assign its rights hereunder to any non-affiliated entity which does not have a reputation equal to or exceeding that of Del Webb, and a net worth equal to or exceeding the net worth of Del Webb as shown in its 1993 Annual Report, and also, the right to terminate if the developer should allow school age children (twelfth grade or younger) to be permanent residents within the Master Plan area.

VIII. ENTIRE AGREEMENT/ AMENDMENT/ GOVERNING LAW/ PARTIES IN INTEREST.

This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No Amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina generally, and more specifically, pursuant to Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended June, 1993. Nothing contained in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person (other than the parties hereto, their successors and permitted assigns) any rights or remedies under or by reason of this Agreement, or any term, provision, condition, undertaking, warranty, representation, indemnity, covenant or agreement contained herein.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

DEL WEBB COMMUNITIES, INC.

By: _____

Its: Vice President

Attest: _____

Its: Vice President

First Reading, By Title Only: November 8, 1993
Second Reading: November 22, 1993
Public Hearings: November 22, 1993 and December 13, 1993
Third and Final Reading: December 13, 1993

WITNESSES

BEAUFORT COUNTY

By: _____

Its: Chairman

Attest: _____

Its: Vice Chairman

STATE OF S.C.)
)
COUNTY OF Beaufort) **PROBATE**

Personally appeared before me Philip H. Darrow (type or print name of Witness) and made oath that s/he saw the within named **Del Webb Communities, Inc.**, by its duly authorized officers, sign, seal, and as the act and deed of the corporation, deliver the within written Development Agreement, and that s/he with Lewis J. Hamrick (type or print name of Notary Public) witnessed the execution thereof.

Sworn to before me this 28th
day of JAN, 1994

_____
Notary Public for S.C.
My Commission Expires: 2-10-94

_____
Signature of Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **PROBATE**

Personally appeared before me Morris C. Campbell (type or print name of Witness) and made oath that s/he saw the within named **Beaufort County**, by its duly authorized officers, sign, seal, and as the act and deed of Beaufort County, deliver the within written Development Agreement, and that s/he with Suzanne M. Rainey (type or print name of Notary Public) witnessed the execution thereof.

Sworn to before me this 14th
day of December, 1993

_____
Notary Public for South Carolina
My Commission Expires: 10-7-95

_____
Signature of Witness

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (90/3).

A. OFFICIAL LAND USE ZONING MAP 600-9

Bluffton District, Okatie Area, Map 28, Parcel 1 from Residential Agricultural District to Planned Unit Development 600-9.

Adopted this 12th day of December, 1994.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Thomas C. Taylor
Chairman

ATTEST:

_____
Clerk to Council

REVIEWED BY:

_____
Ladson Howell, County Attorney

First Reading: October 24, 1994
Second Reading: November 14, 1994
Public Hearing: December 12, 1994
Third and Final Reading: December 12, 1994

Amending Ordinance 90-3

Post-it® Fax Note 7671	Date 6-2-04	# of pages ▶ 27
To CHRIS KARRES	From HILLARY AUSTIN	
Co./Dept. PLANNING Dept	Co. ZONING & DEV.	
Phone # 803-285-6005	Phone # 843-470-2781	
Fax # 803-285-6007	Fax # 843-470-2784	

00861

00345

STATE OF SOUTH CAROLINA)
) AMENDMENT TO
COUNTY OF BEAUFORT) DEVELOPMENT AGREEMENT

This Amendment to Development Agreement ("Amendment") is made and entered this _____ day of _____,1994, by and between Del Webb Communities, Inc., an Arizona Corporation ("Del Webb") and the governmental authority of the County of Beaufort, South Carolina ("Beaufort County").

WHEREAS, Del Webb and Beaufort County previously entered into a certain Development Agreement, dated December 16, 1993, and recorded in Deed Book _____ at Page _____ in the Office of the Register of Mesne Conveyances ("RMC") for Beaufort County, South Carolina, the purpose of which Development Agreement being to establish certain rights, duties and obligations of each party concerning a certain 4,250 acre parcel of land in Beaufort County, South Carolina, all as more fully set forth in said Development Agreement; and,

WHEREAS, Del Webb desires to add an additional parcel of land, more particularly described below, to the scheme of development originally approved for the original 4,250 acre parcel, and further, Del Webb and Beaufort County desire to enter this Amendment to incorporate the new parcel into the basic terms of the original Development Agreement, as modified herein and subject to the terms hereof.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort County and Del Webb of entering into this Amendment to encourage the planned development by Del Webb, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and Del Webb hereby agree as follows:

I. INCORPORATION.

The above recitals, together with all terms and conditions of the Development Agreement dated December 16, 1993, between Del Webb and Beaufort County, as recorded in Deed Book ____ at Page ____ in the RMC Office of Beaufort County, South Carolina, are hereby incorporated by reference into this Amendment, except as specifically modified hereinbelow.

II. AMENDED PROVISIONS.

The Development Agreement dated December 16, 1994, between Del Webb and Beaufort County, as recorded in Deed Book ____ at Page ____ in the RMC Office of Beaufort County, South Carolina, (hereinafter "Development Agreement") is hereby amended as follows:

A. Section II A. of the Development Agreement, **Definition of Land Use Plan**, is hereby amended to include as part of the definition of Land Use Plan, in addition to the original land use plan described in the Development Agreement, the rezoning approval of the Bull Hill Tract, containing 377.94 acres, with certain changes to the Argent III Tract, as approved by Beaufort County Council on November _____, 1994, by Beaufort County Ordinance No. ____. All elements of the approved rezoning of said Bull Hill Tract and Argent III Tract are hereby incorporated into this Amendment by reference, including the approved Master Plan, the use and density descriptions and allocations contained therein, and all development standards and parameters as set forth in the submitted and approved rezoning application. Whenever referred to herein, or in the Development Agreement, the terms land use plan, master plan or zoning approval shall mean and refer to the entire land use plan as described above, and not to any specific or limiting portion thereof, unless such limitations are clearly stated. A complete copy of the Bull Hill Tract and Argent III Tract Master Plan is attached hereto and incorporated herein as Exhibit "C".

B. Section II B of the Development Agreement, **Land Subject to Agreement**, is hereby amended to include the land as described in Exhibit "A" hereto, which land, together with the land described in Exhibit "A" to the Development Agreement, shall henceforth constitute "the Property" which is subject to the terms of the Development Agreement.

C. Section III of the Development Agreement, **Infrastructure Costs And Impact Fees**, is hereby amended to add the following language to the end of the present Section III:

Del Webb and Beaufort County recognize that the ability of Beaufort County to collect a Transfer Fee from Purchasers at the time of transfer of real property within the unincorporated areas of Beaufort County was a material consideration to Beaufort County in negotiating the terms of the original Development Agreement. The parties further recognize that the State of South Carolina has enacted legislation which will terminate Beaufort County's ability to collect such transfer fees after December 31, 1996. Therefore, Del Webb hereby agrees that beginning on January 1, 1997, it will collect a fee of $300.00 from purchasers of homes from Del Webb within the Property, at the closing of each initial developer sale, and pay such fee unto Beaufort County. Furthermore, Del Webb agrees that beginning on January 1, 1997, Del Webb will pay the equivalent of the present transfer fee amount (.0025 x purchase price) at the time of its purchase of any land in the unincorporated area of Beaufort County.

The payments to be made to Beaufort County under the foregoing paragraph are to be made to compensate Beaufort County for the expected loss of revenue resulting from the loss of transfer fee revenue under the present transfer fee ordinance of Beaufort County. In the event that circumstances change so as to allow Beaufort County to continue to collect transfer fee payments of .0025 percent of purchase price under its present ordinance, or any duly enacted equivalent fee or tax to replace the present ordinance, which replacement applies to the Property or its purchasers, then the provisions of the foregoing paragraph shall be null and void.

D. Section IV A of the Development Agreement, **Multi-Purpose Facility**, is hereby amended as follows:

All references to the timing of Del Webb's transfer of the 5 acre parcel for the Multi-Purpose Facility to Beaufort County, the timing of all payments from Del Webb to Beaufort County for the construction and maintenance of the Multi-Purpose Facility, and the timing of Beaufort County's obligations to construct and operate the Facility are hereby amended, so that the following timetable shall govern the actions and obligations of the parties hereunder:

1. Del Webb shall donate the 5 acre parcel, as described in the plat attached hereto as Exhibit "B", to Beaufort County no later than December 1, 1994.

2. Del Webb shall place the first payment of **$412,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1994.

3. Del Webb shall place the second payment of **$212,500.00** in Escrow, under the terms described in the Development Agreement, on or before December 1, 1995.

4. Beaufort County shall have a duty to provide fire protection and emergency medical services operating from the site, as more fully described in the Development Agreement, by no later than _____, 1995, and to maintain such services in operation from the site thereafter.

5. Del Webb shall place the final payment of $200,000.00 into Escrow, for the purpose described in the Development Agreement, no later than December 1, 1996.

All of the provisions described above in paragraph numbers 1-5 relate to setting specific dates on the obligations of both Beaufort County and Del Webb regarding the Multi-Purpose Facility, and no other substantive changes are intended regarding the obligations of these parties under the above stated amendments. In addition to the timing schedule set forth above, the parties further agree to amend the final paragraph on page 6 of the Development Agreement, which paragraph is completed on page 7 of the Development Agreement, to delete all references to the final **$200,000.00** payment by Del Webb as being a loan to Beaufort County, and all references to any obligation of Beaufort County to repay such $200,000.00 amount to Del Webb. To accomplish such purposes, the entire final paragraph on page 6 of the Development Agreement, to its conclusion on page 7, is hereby deleted, and the following sentence is hereby substituted there for: **"In addition to the payment of $625,000.00 by Del Webb as provided above, Del Webb shall make an additional, non-reimbursable payment to Beaufort County of $200,000.00, on or before December 1, 1996, said payment to be made to the same Escrow Account as described above, for the purpose of purchasing the pump truck for fire protection which will operate from the Multi-Purpose Facility."**

E. Section VI B(2) is hereby amended so that the heading "Argent III Tract" shall now be changed to "Argent III and Bull Hill Tract". In all other respects the section shall remain unchanged.

F. In addition to the specific amendments to existing sections of the Development Agreement as described above, Del Webb and Beaufort County hereby add the following new provision, which shall be designated as an additional paragraph D to Section II of the Development Agreement:

D. Future Development Property. Beaufort County and Del Webb hereby agree that if Del Webb should add other property to its Master Plan, beyond the Property as described in paragraphs II A and B above, per lot impact fee or transfer fee charges shall be limited to $300.00 per home, as provided under Section III C of the Development Agreement, as amended, or such per lot or home impact fee or transfer fee as may be applicable to other properties similarly situated in the unincorporated areas of Beaufort County, S.C., whichever amount is the lesser amount. The future Development property which shall be covered by this provision is more particularly described in Exhibit "A" to this Development Agreement, as amended.

Except as specifically provided under this Amendment, or by necessary implication to effectuate the provisions hereof, all other terms and conditions of the Development Agreement of December 16, 1993 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES

_____

_____

DEL WEBB COMMUNITIES, INC.

By:_____

Its:_____

Attest:_____

Its:_____

WITNESSES

_____

_____

THE COUNTY COUNCIL
OF BEAUFORT COUNTY, SOUTH CAROLINA

By:_____

Attest:_____

PROBATE

EXHIBIT "A"

Legal Description of Property

The Property which is made subject to this Amendment is more particularly described as follows:

All that certain piece and parcel of real property, in Beaufort County, South Carolina, containing 377.94 acres, more or less, as depicted upon a plat entitled "Boundary Plat For Bull Hill Tract, Beaufort County, South Carolina," prepared for Del Webb Communities, Inc., by Thomas and Hutton Engineering Co., Savannah, Ga., dated _____, 1994, certified by Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book ____ at Page ____.

AND ALSO, for the purpose of describing the Future Development Property under IIF of this Amendment (which adds a new paragraph IID to the Development Agreement) only, all that certain property which is contiguous to the approved Master Plan Area, within Beaufort County, South Carolina, and which lies east of the New River, west of S.C. Highway 170, north of S.C. Highway 46, and south of the proposed extension of U.S. Highway 278 from McGarveys Corner to Interstate 95, which Property is not a part of the presently approved Master Plan Area.

00865

EXHIBIT "B"

Description of Property To Be Donated

00350

All that certain parcel of property, containing 5.0 acres, more or less, as shown on a plat entitled "_____", prepared by Thomas and Hutton Engineering Company, Savannah, Ga., dated _____, 1994, certified by Boyce L. Young,S.C.R.L.S. No. 11079, and recorded in the RMC Office of Beaufort County, South Carolina, in Plat Book _____ at Page _____.

EXHIBIT "C"

Master Plan Amendment

Attached hereto as Exhibit "C" to the Amendment To the Development Agreement is a complete copy of the entire Del Webb Master Plan and Rezoning documentation for the Bull Hill Tract, with certain approved changes to the Argent III Tract, as approved and adopted by the County Council of Beaufort County, South Carolina on November_____, 1994. To the extent that any portion of such Master Plan Amendment may be inadvertently or intentionally omitted as a physical attachment hereto, or any copy hereof, such Master Plan Amendment and Rezoning Approval, as adopted by Beaufort County Ordinance Number _____, is hereby incorporated herein by reference.

3 PB 101 Hammer Lewis CAST

BEAUFORT COUNTY SC- ROD 00352
BK 02013 PGS 1506-1508
DATE: 09/02/2004 09:42:48 AM
INST # 2004062030 RCPT# 270717

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, *that* ***DEL WEBB COMMUNITIES, INC.,*** *an Arizona Corporation ("Del Webb"), in the State aforesaid, for and in consideration of the sum of Ten and NO/100 Dollars* ***($10.00),*** *and no other consideration, to it in hand paid at and before the sealing of these presents by the* ***Town of Bluffton, South Carolina*** *whose address is Post Office Box 386 Bluffton, South Carolina, 29910, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the* ***Town of Bluffton, its*** *Successors and Assigns forever, subject to the conditions set forth herein, including the reversionary interests created and reserved hereunder, the following described real property, to wit:*

All *that certain piece and parcel of land, located in Beaufort County, South Carolina, containing 10.433 acres, more or less, said parcel being designated "10.433 Acre Parcel", on a plat entitled "A Plat of A 10.433 Acre Portion of Parcel 8c, Del Webb's Sun City Hilton Head," prepared by Thomas & Hutton Engineering Company, Boyce L. Young, S.C.R.L.S. No. 11079, dated November 18, 2003, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book* 101 *at Page* 71

The property conveyed is conveyed unto Grantee for use as a trail head and pathway only and related activity and improvements only, and for no other purpose whatsoever. Furthermore, it is expressly disclosed and confirmed that this property is subject to a Development Agreement and PUD zoning with the County of Beaufort, South Carolina, and that the property is bound by the terms thereof, more specifically recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, with additional detail available through to Office of the Zoning Administrator for Beaufort County. No development rights regarding residential or commercial development are conveyed to Grantee hereunder. Any improvements which require Building or Development Permits shall first be submitted unto Grantor for approval and Grantee shall be responsible for complying with all governmental requirements for any activity upon the property. The wetlands conveyed herewith are subject to recorded covenants, restrictions and permit conditions and no activity may be undertaken in such areas without the consent of Grantor and the approval of all appropriate governmental agencies. No right to use the name Sun City or Sun City Hilton Head is conveyed hereby and no right to enter upon any other portion of Sun City Hilton Head is conveyed hereby.

Said property is hereby conveyed to Grantee, its successors and assigns, for so long as the property is used for walking trails, trail head facilities, including parking and benches and related activities and improvements. Title to the Property shall automatically revert to Grantor, its successors or assigns, should the property be used

for any other purpose, such as residential or commercial purpose, in the future. Grantee agrees to execute any documents requested by Grantor to confirm the reversion to Grantor, should such reversion occur, including a deed to Grantor or its Successor, if requested, notwithstanding that the reversion shall be automatic and complete upon the conditions stated above.

The property hereby conveyed is a portion of that same property conveyed to the within Grantor by deed(s) of the Union Camp Corporation, or related entities, as recorded June 26, 1997 in Deed Book 954 at Page 1087, December 18, 1997 in Deed Book 999 at Page 337, and December 1, 1998 in Deed Book 1111 at Page 2457, all as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

This deed was prepared in the Law Office of Lewis J. Hammet, P.A., 32 Calhoun Street, Post Office Box 2960, Bluffton, South Carolina 29910, by Lewis J. Hammet, Esquire.

Tax Parcel: R600-020-000-0001-0000

TOGETHER *with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.*

TO HAVE AND TO HOLD, *all and singular, the said Premises before mentioned, unto the said the* ***Town of Bluffton, South Carolina,*** *its Successors and Assigns forever.*

AND DEL WEBB COMMUNITIES, INC., *does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the* ***Town of Bluffton, South Carolina,*** *its Successors and Assigns forever, against the said* ***DEL WEBB COMMUNITIES, INC.,*** *and those claiming by or through it and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF, DEL WEBB COMMUNITIES, INC., *the said Grantor has caused these presents to be subscribed by its duly authorized officers on this* 20th *day of* June, *2004.*

Signed, sealed and delivered in the presence of:

Heather Walker

DEL WEBB COMMUNITIES, INC.

By: [signature]

Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

Personally appeared before me Lewis J. Hamnet *and made oath that s/he saw the within named* ***DEL WEBB COMMUNITIES, INC.****, by its duly authorized officers, sign, seal, and as the act and deed of said entity, deliver the within written Title to Real Estate, and that s/he with* Heather Walker *witnessed the execution thereof.*

Sworn *to before me this* 20
day of January, *2004.*

Heather Walker
Notary Pubic for South Carolina
My Commission Expires: 6/12/07

Signature of Witness

2004/29

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE THE *SECOND AMENDMENT TO THE DEVELOPMENT* AGREEMENT BY AND BETWEEN DEL WEBB COMMUNITIES, INC. AND THE COUNTY OF BEAFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

NOW, THEREFORE, Beaufort County Council adopts this ordinance so to amend the Del Webb Communities, Inc. Development Agreement all of which is more fully set forth in the document entitled SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, a copy of which is attached hereto and incorporated by reference herein as if set forth verbatim.

This ordinance shall become effective upon filing of an executed SECOND AMENDMENT TO DEVELOPMENT AGREEMENT with the Beaufort County Clerk to Council.

Adopted this 23rd day of August, 2004.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

_____
Kelly J. Golden, Staff Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: July 26, 2004
Second Reading: August 9, 2004
Public Hearing: August 23, 2004
Third and Final Reading: August 23, 2004

(Amending 93/37 and 94/28)

STATE OF SOUTH CAROLINA	)	**SECOND AMENDMENT TO**
COUNTY OF BEAUFORT	)	**DEVELOPMENT AGREEMENT**
	)	

This Second Amendment To Development Agreement ("Second Amendment") is made and entered this 23rd day of August, 2004, by and between Del Webb Communities, Inc. an Arizona Corporation ("Del Webb") and the governmental authority of Beaufort County, South Carolina ("Beaufort County").

WHEREAS, on or about December 13, 1993, the parties hereto did enter upon a certain Development Agreement, and Beaufort County did, on that date, enact said Development Agreement, by Ordinance, all of which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 4806 at Page 967; and,

WHEREAS, on the same date in December of 1993, Beaufort County did enact by Ordinance a certain Planned Unit Development Zoning District, designated as Del Webb's South Carolina PUD for the Argent Tract and the Sander's Tract, subsequently known and designated as Del Webb's Sun City Hilton Head ("The PUD Approval"); and,

WHEREAS, subsequent to the approval of the above referenced Development Agreement and PUD, the parties did amend both documents for the sole purpose of adding the adjacent Bull Hill Tract into the development scheme, on or about December 12, 1994, which amendments respectively constitute the Amended PUD and the Amended Development Agreement for Del Webb's Sun City Hilton Head, in effect as of the date hereof; and,

WHEREAS, representatives of the Technical College of the Lowcountry have approached Del Webb with a request to purchase a portion of the existing PUD property, located on the north side of US Highway 278, for the purpose of developing the site for a campus location for the Technical College of the Lowcountry, which School Campus Use constitutes a use not specifically contemplated by current PUD and Development Agreement approvals; and,

WHEREAS, Del Webb has determined that the School Campus use proposed by the Technical College of the Lowcountry constitutes a beneficial use, for existing and future Sun City residents as well as the general population of Beaufort County, and that such use would therefore compliment and enhance the overall development plan for Sun City Hilton Head ; and,

WHEREAS, Del Webb has therefore agreed to enter this Second Amendment To Development Agreement, and submit the accompanying Application To Amend the existing PUD Approval, for the purpose of allowing the School Campus Use category of development within the existing PUD, as more particularly described below and in the Second Amendment To PUD, attached hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Del Webb and Beaufort County do hereby agree as follows:

1. **Recitals**. The above recitals together with the Development Agreement, PUD Approvals, and Amendments thereto, as referenced above, are hereby incorporated herein by reference and made a part hereof.

2. **Definition of Land Use Plan**. That certain section of the Development Agreement which defines the approved Land Use Plan, as modified to previously include the Bull Hill Tract, all

as described above, is hereby further modified to amend Section II (A), Definition of Land Use Plan, to include the following provision:

The attached Second Amendment to the Master Plan for Del Webb's Sun City Hilton Head is hereby incorporated into the Development Agreement, as fully as if originally included therein originally as a part of Exhibit "C" thereto, to include all matters as described in the Second Amendment To PUD, as attached hereto and incorporated herein. The purpose and intent of this change is for the sole purpose of allowing the development of the additional School Campus Uses described therein and to authorize conveyance of the School Campus property to a separate third party entity or entities to facilitate such School Campus development.

3. **Effect of Second Amendment To Development Agreement**. Except as specifically amended hereby, or by necessary implication to accomplish the stated purposes hereof, all provision of the prior Development Agreement and PUD Approval, as previously amended, shall remain in full force and effect. Uses and densities as otherwise defined under prior approvals remained unchanged by the addition of the limited School Campus area created hereby.

4. **Term**. The term of this Second Amendment To Development Agreement shall be 20 years from the date hereof, unless the parties hereto, or their successors and assigns, shall hereinafter agree otherwise in writing.

In Witness Whereof, the undersigned hereby sets forth their hands and seals, effective the date first above written.

WITNESSES

Suzanne M. Rivas

Donna M. Crowley

BEAUFORT COUNTY, S.C.

By: _____

Attest: Cheryl Harris

STATE OF SOUTH CAROLINA.)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY, that on this ____ day of _____, 2004. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the above named officials of Beaufort County, South Carolina, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

DEL WEBB COMMUNITIES, INC.

By: _____

Its: Vice President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY, that on this 23 day of September, 2004 before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Kenneth R. Hull known to me (or satisfactorily proven) to be the persons whose

name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: 3-7-2014

NARRATIVE FOR THE SECOND AMMENDMENT TO THE DEL WEBB (SUN CITY HILTON HEAD) PUD TO ALLOW INSTITUTIONAL USES

This Narrative, and the exhibit hereto, are submitted as an amendment to the existing Del Webb PUD (Sun City Hilton Head), to allow the uses as explained and specified herein.

I INTRODUCTION

The Technical College of the Low Country ("TCL") has approached Del Webb Communities, Inc. ("Del Webb") with a request to purchase property within the existing Del Webb PUD, for the purpose of developing a campus for TCL on the northern side of Highway 278, at the western extreme of the existing PUD property. Del Webb has determined that, in its opinion, a TCL site in this location will provide educational and employment opportunities for its residents, and will therefore enhance the overall development plan.

Under the existing PUD Master Plan, this property is shown as Golf, with additional allowed uses to include residential, community facilities and other uses. (See Section IV, Development Plan, subsection (A)(2) of the Master Plan Narrative). A school campus is not specifically listed as an allowed use under the Master Plan, but neither is the school use specifically excluded.

Under the land use ordinance which governs the PUD property (Beaufort County Ordinance 90-3, as amended by the PUD and Development Agreement), both private and public school campuses, as allowed under NPD-2, are listed as additional allowed uses under the Master Plan, under certain circumstances. (See Section 4.13.3) (G) of Ordinance 90-3). Even though the school use may be technically allowed, without official amendment of the PUD, both Del Webb and TCL acknowledge that the potential school site was not specifically listed as a proposed use under the Master Plan, and that the issue of the location of a TCL campus is sufficiently important to residents of Sun City and other Beaufort County residents to merit a full and complete public process.

This PUD Amendment Narrative will state the specific changes requested, to both the Concept Master Plan of Sun City Hilton Head and the PUD Narrative. Except as specifically amended to allow the currently proposed School Campus Use, the current Del Webb PUD will remain unchanged and unaffected. Section II below explains the

change to the Concept Master Plan and Section III sets forth the changes to the current Master Plan Narrative. Section IV addresses general matters of potential concern, and Section V summarizes the requests and the reasons for approval.

If approved by County Council, this Narrative and the accompanying Amended Concept Master Plan will become a part of the overall approval of the Del Webb PUD in Beaufort County. A Second Amendment to Development Agreement, which has the sole effect of authorizing this PUD Amendment, is being submitted with this request.

II CONCEPT MASTER PLAN

The original Concept Master Plan for Del Webb's PUD was approved by Beaufort County Council on December 13, 1993, and amended to include the Bull Hill property on December 12, 1994. The current Concept Master Plan approval of Del Webb's PUD is hereby amended to include the designated School Campus Use area, consisting of 25.00 acres of upland (non- designated wetland) property on the northern side of US Highway 278, and 7.25 acres of designated wetlands, as shown on Exhibit A hereto. Except as modified by the Exhibit A Amended Concept Master Plan, all other areas of the now existing Concept Master Plan remain unchanged. Exhibit B hereto is a site location map to assist in locating the School Campus site and depict its relationship to surrounding properties.

III MASTER PLAN NARRATIVE AMENDMENT

Section IV A of the current Master Plan Narrative is hereby amended to add the following land use category, to be applied to the area designated as School Campus under the Exhibit A Amended Concept Master Plan:

15. SCHOOL CAMPUS

The School Campus area, as designated on the Amended Concept Master Plan, allows the following land uses:

(a) Schools, both public and private, and all accessory and ancillary uses commonly associated with school campuses and school campus development, to include a technical or community college campus site, and all accessory and ancillary uses.
(b) All land uses allowed within the Golf Course Classification, (See Section IV (A) (2) of Master Plan Narrative), including alternate land uses, subject to all restrictions and limitations placed upon such areas under the Master Plan as

B. Traffic Analysis and Recommendations. As a part of any Development Plan approval for School Campus uses, within the School Campus area, the Applicant shall conform to the requirements of paragraph IVA (4) above. In this connection, the Applicant has received and acknowlges the preliminary comments and recommendation made by Day Wilburn Associates, Inc., in a letter to John Thomas, as a representative of Technical College of the Lowcountry, dated June 9, 2004. Those recommendations shall form the basis of initial planning for any School Campus development within the School Campus area; provided, however, that this reference to the June 9, 2004 letter shall not limit the power and authority of Beaufort County and its Development Review Team to make final decisions which may vary from those preliminary recommendations, at the time of actual development approval of a School Campus use, when more complete information is available as to specific site planning and when a complete Traffic Impact Analysis is available for review, as required by IVA (4) above.

C. Other Development Standards. Unless specifically modified herein for School Campus Uses, all other development standards and parameters of the existing PUD approval of Sun City Hilton Head shall continue in full force and effect, as provided under prior approvals. Development which meets these standards shall be considered by right development for the School Campus area, subject to appropriate development permits and building permits under Beaufort County law, as applicable to the Sun City Master Plan, and as applicable to School Campus uses within the School Campus area as designated hereunder.

V SUMMARY

The sole purpose of this Amendment to the Sun City Hilton Head (Del Webb) Master Plan is to allow the additional land uses described herein, for the limited area of the original PUD, as identified by the Exhibit A Amended Concept Master Plan for Sun City Hilton Head, and to establish applicable development parameters for School Campus uses allowed hereunder.

The Applicant believes that this proposed Amendment is in the best interest of the citizens of Sun City Hilton Head and of Beaufort County and should be approved by Beaufort County Council. If approved, the standards contained herein, applicable to the Exhibit A property, shall become a part of the previously approved Sun City Hilton Head PUD.

approved prior to this Amendment, provided that the School Campus area shall be subject to such additional restrictions as may be applied by private land use covenants in association with any transfer of property by Del Webb to a School Campus purchaser or otherwise. The intent of this provision is to allow Del Webb, or any subsequent non-institutional land developer allowed under the Development Agreement, to develop the property under the original Master Plan, if the property is not ultimately purchased and developed for School Campus purposes.

SECTION IV GENERAL MATTERS

A. Site Development Parameters. The site developed parameters and standards for School Campus uses, within the designated School Campus area, shall conform to the following conditions:

1. Applicable development standards for the school campus use shall be those pertaining to the Research and Development zoning district of the Beaufort County Zoning and Development Standards Ordinance (ZDSO), as effective on the date of this approval.

2. School campus uses shall meet the requirements of the Corridor Overlay District Guidelines of the ZDSO (Appendix B), and shall be reviewed and approved by the Southern Beaufort County Corridor Review Board prior to receiving final development approval.

3. School campus uses shall meet current standards in the ZDSO with regard to tree protection, landscaping, fire safety, site engineering, stormwater management, environmental quality and parking.

4. As part of any submittal to the DRT for conceptual plan approval, an application for a school campus use shall include a traffic impact analysis (TIA) using the methodology outlined in Sec. 106-2450 of the ZDSO. Based on this study, the County will determine and approve access locations, driveway requirements, signalization needs, internal circulation, and interconnectivity requirements for this site.

The above conditions apply only to School Campus development within the newly designated School Campus area of the Master Plan. Development of all other allowed uses within the Sun City Master Plan area shall continue to be governed by the original PUD Master Plan approval of December 1993, as amended to incorporate the Bull Hill tract in December of 1994.

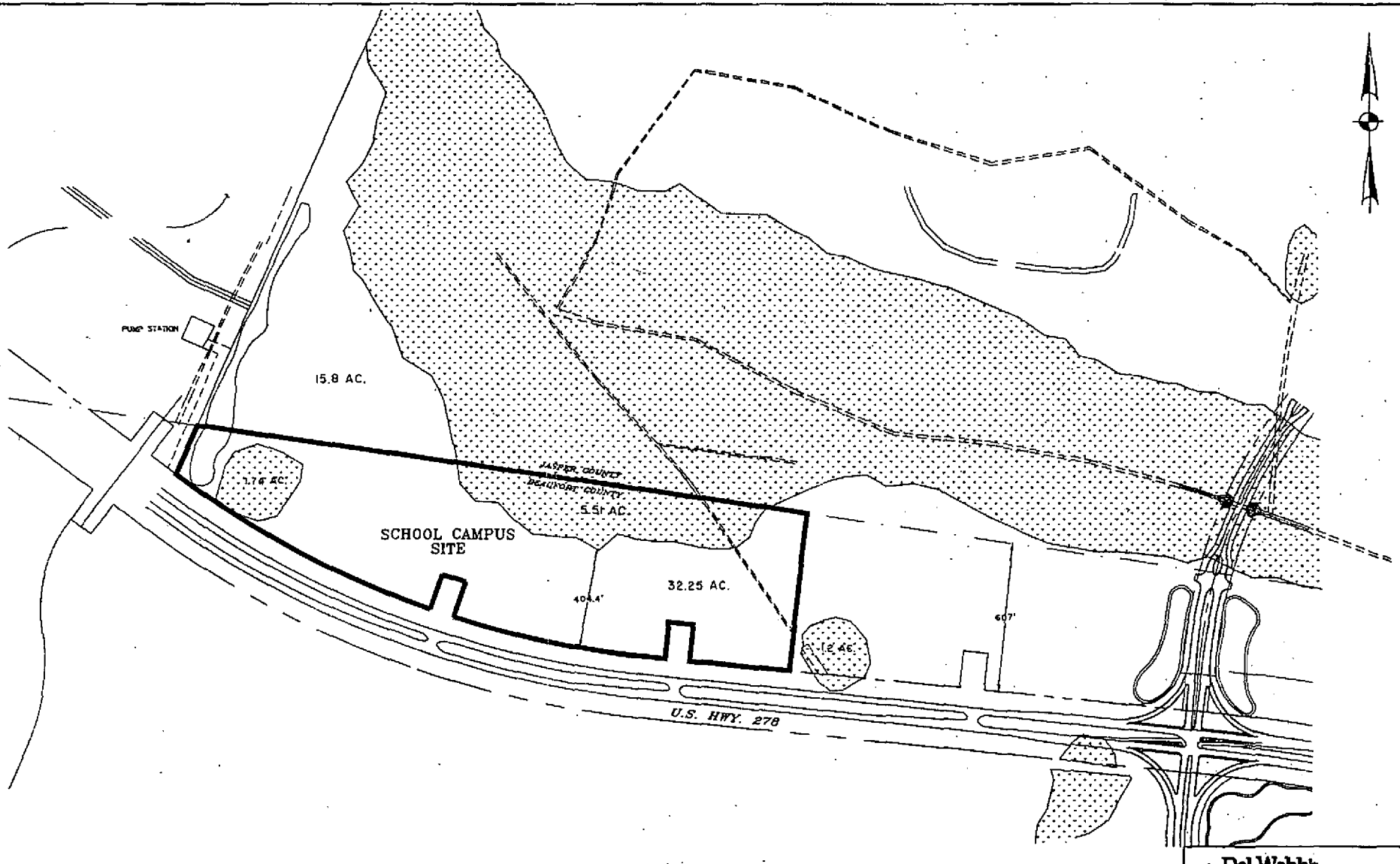
B. Traffic Analysis and Recommendations. As a part of any Development Plan approval for School Campus uses, within the School Campus area, the Applicant shall conform to the requirements of paragraph IVA (4) above. In this connection, the Applicant has received and acknowlges the preliminary comments and recommendation made by Day Wilburn Associates, Inc., in a letter to John Thomas, as a representative of Technical College of the Lowcountry, dated June 9, 2004. Those recommendations shall form the basis of initial planning for any School Campus development within the School Campus area; provided, however, that this reference to the June 9, 2004 letter shall not limit the power and authority of Beaufort County and its Development Review Team to make final decisions which may vary from those preliminary recommendations, at the time of actual development approval of a School Campus use, when more complete information is available as to specific site planning and when a complete Traffic Impact Analysis is available for review, as required by IVA (4) above.

C. Other Development Standards. Unless specifically modified herein for School Campus Uses, all other development standards and parameters of the existing PUD approval of Sun City Hilton Head shall continue in full force and effect, as provided under prior approvals. Development which meets these standards shall be considered by right development for the School Campus area, subject to appropriate development permits and building permits under Beaufort County law, as applicable to the Sun City Master Plan, and as applicable to School Campus uses within the School Campus area as designated hereunder.

V SUMMARY

The sole purpose of this Amendment to the Sun City Hilton Head (Del Webb) Master Plan is to allow the additional land uses described herein, for the limited area of the original PUD, as identified by the Exhibit A Amended Concept Master Plan for Sun City Hilton Head, and to establish applicable development parameters for School Campus uses allowed hereunder.

The Applicant believes that this proposed Amendment is in the best interest of the citizens of Sun City Hilton Head and of Beaufort County and should be approved by Beaufort County Council. If approved, the standards contained herein, applicable to the Exhibit A property, shall become a part of the previously approved Sun City Hilton Head PUD.



ACREAGE TABLE

UPLANDS	25.00 AC.
WETLAND	7.25 AC.
TOTAL	32.25 AC.

EXHIBIT A TO
SECOND AMENDMENT
TO SUN CITY HILTON
HEAD PUD MASTER
PLAN

Del Webb's
Sun City Hilton Head
SCHOOL CAMPUS
EXHIBIT
PREPARED FOR
DEL WEBB COMMUNITIES, INC.
DATE: MAY 19, 2004 NOT TO SCALE

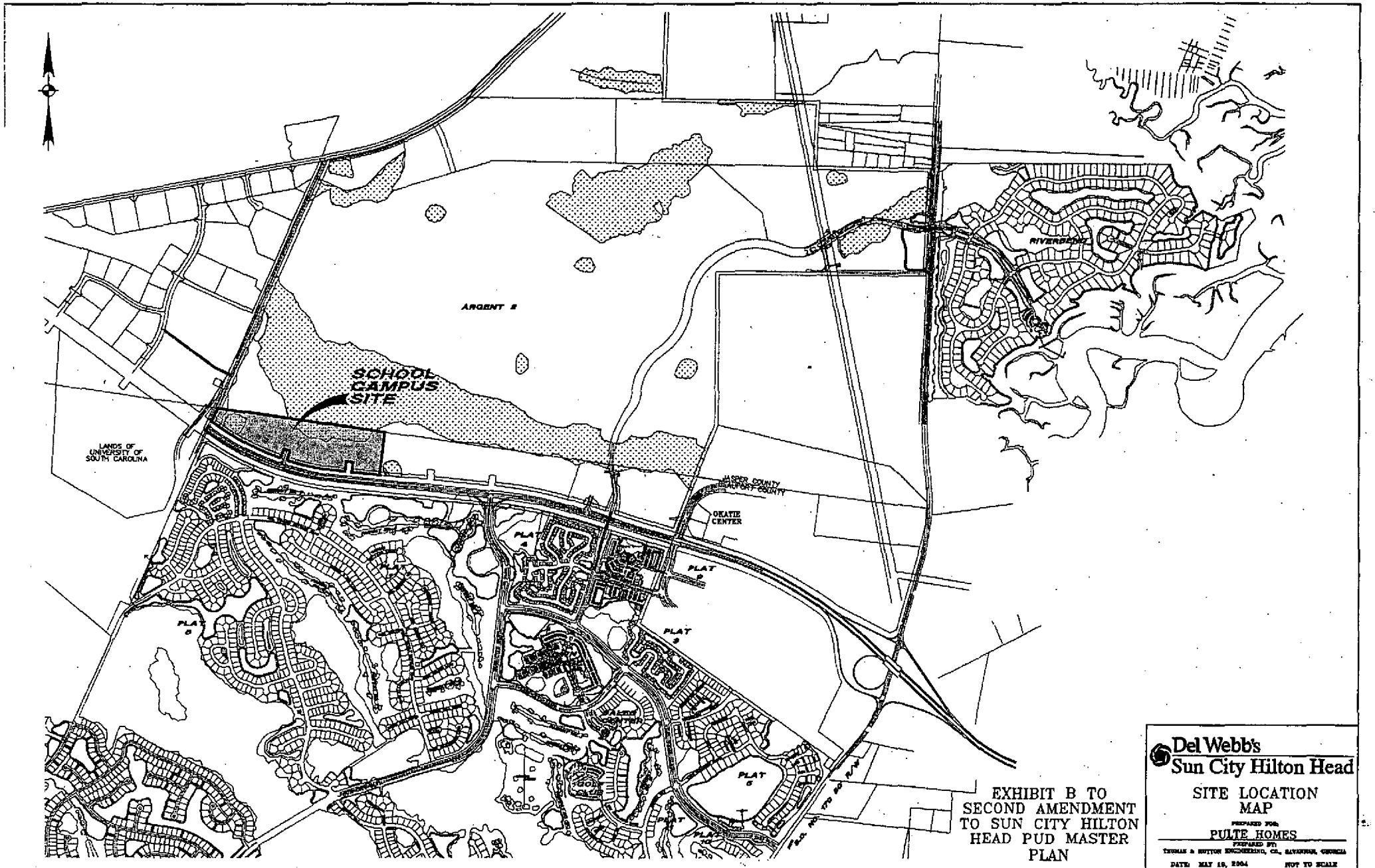


EXHIBIT B TO SECOND AMENDMENT TO SUN CITY HILTON HEAD PUD MASTER PLAN

Del Webb's Sun City Hilton Head

SITE LOCATION MAP

PREPARED FOR: PULTE HOMES

PREPARED BY: THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA

DATE: MAY 19, 2004 NOT TO SCALE

COUNTY COUNCIL OF BEAUFORT COUNTY

Multi Government Center ♦ 100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 470-2800 FAX (843) 470-2751

Kelly J. Golden
Staff Attorney
Administrative Bldg., Suite 270
100 Ribaut Road
Post Office Drawer 1228
Beaufort, SC 29901-1228
Telephone (843) 470-5380
FAX (843) 470-5383
email: kgolden@bcgov.net

Stacy D. Bradshaw
Legal Secretary
email: stacyb@bcgov.net

Lewis J. Hammet, Esquire
Law Office of Lewis Hammet
PO Box 1719
Bluffton, SC 29910-1719

August 30, 2004

RE: Del Webb Development Agreement

Dear Lewis:

Attached please find the original Second Amendment to Development Agreement between Del Webb Communities, Inc. and Beaufort County. Please have this Agreement executed and send back to me for Mr. Newton's signature. Upon execution, I will send you a copy.

Should you have any questions or comments please do not hesitate to contact me.

With kindest regards,

Stacy D. Bradshaw

Stacy D. Bradshaw

/sdb

enc.: as stated

Law Office of
Lewis J. Hammet, P.A.
Attorney and Counselor at Law
Post Office Box 2960
32 Calhoun Street
Bluffton, South Carolina 29910
(843) 757-8126 (843) 757-7620

Memorandum

To: **Kelly J. Golden**
Stacy D. Bradshaw

From: **Lewis J. Hammet**

Date: **September 23, 2004**

Re: **Del Webb Amendment Documents**
TCL Site

Enclosed please find the final Second Amendment To Development Agreement, executed by Ken Hull for Del Webb. Also enclosed is the Second Amendment to PUD, which is the companion document, approved by County Council, to be recorded as an attachment to the Development Agreement Amendment. The PUD Amendment has two drawings attached, which are Exhibits A and B of the PUD Amendment, which should be included in the recording as well. The whole package gets recorded in the Office of the Register of Deeds. Please make several copies of the original once it is fully executed, with the County Attorney approval stamp added, so you can have the copies marked as recorded and return one to me. I will need the actual recording information (book and page) as well as a copy of the fully recorded document, with each page stamped as they do before returning the original, once these things are available. Please call if you have any questions.

PURCHASE AND SALE AGREEMENT

(TCL / INSTITUTIONAL PARCEL)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 21st day of April, 2004 by and between Del Webb Communities, Inc. ("Seller"), with an address of 15 Sgt. William Jasper Blvd., Post Office Box 1869, Bluffton, South Carolina 29910 and The Technical College of the Lowcountry, with an address of c/o James A. Grimsley III, Tupper, Grimsley and Dean, PA, Post Office Box 2055, Beaufort S.C. 29901-2055 ("Purchaser").

RECITALS:

A. Seller is the owner in fee simple of certain real property located in Beaufort County, South Carolina, said real property containing approximately 32.25 acres, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof, the foregoing being hereinafter referred to as the "Premises" or "Property".

B. Seller has agreed to convey the Premises to Purchaser and Purchaser desires to purchase the same, pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 Premises To Be Purchased. Subject to compliance with the terms and conditions of this Agreement, the Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Premises. The Premises is generally described and shown on Exhibit "A" hereto. A boundary survey of the Premises shall be provided to Purchaser at Seller's expense within thirty (30) days of the execution hereof. Seller furthermore grants unto Purchaser an option to purchase another 15.8 acres, located in Jasper County, adjacent to the Premises, under the terms set forth in paragraph 21.0 below.

2.0 Purchase Price. The purchase price ("Purchase Price") shall be Two Million, One Hundred and Twenty-Five Thousand Dollars, ($2,125,000.00), payable as follows:

2.1 An earnest money deposit of $100,000.00 (the "Earnest Money") will be paid in cash upon execution of this Agreement, to be held in the escrow account of Tupper, Grimsley and Dean, PA ("Escrowee"), and to be applied to the Purchase Price on the date of closing, with any interest earned thereon to be credited to Purchaser. Purchaser may direct Escrowee to hold these funds in an interest bearing account.

2.2 The remaining balance of the Purchase Price shall be due and payable in cash or certified funds, paid to Seller at closing hereunder.

3.0 Title To Be Delivered. Purchaser agrees to notify Seller in writing of any defects in title as soon as reasonably possible and in any event not later than May 30, 2004. In the event Purchaser has not notified Seller of any title objections by the end of May 30, 2004 , Purchaser shall be deemed to have accepted the condition of title as of the date hereof. In case legal steps are necessary to perfect the title, such action may be taken by the Seller promptly at its own expense. If there is found to be any defect in the title which cannot be corrected within thirty (30) days from the date of notice thereof, the earnest money deposited by Purchaser is to be returned to said Purchaser, and this contract shall become null and void, with no further duties between the parties, unless Purchaser elects to waive the defect and proceed to close hereunder. Title shall be subject to:

3.1 The pro rata portion of those real estate taxes assessed for the year and due and payable in the year of closing and subsequent years. Real property taxes shall be prorated as of the date of closing, with Purchaser to receive a credit against purchase price for the estimated tax to be due by Seller through the date of closing. Purchaser shall deal directly with Beaufort County to establish exempt status, after closing, and seek appropriate adjustments to future tax bills.

3.2 Covenants and restrictions imposed by Seller as provided under paragraph 7.0 below.

3.3 Restrictive covenants on certain freshwater wetlands within the Property in accordance with that certain U.S. Army Corps of Engineers Permit No. 93-2X-239 dated January 4, 1994, and any other existing permits or restrictions.

3.4 Such other exceptions to title as Purchaser may approve or shall be deemed to have approved.

4.0 Conveyance of Property. The Seller shall convey marketable title to the Property, to Purchaser in fee simple by general warranty deed with documentary stamps affixed (deed recording fee), subject to the matters the Purchaser shall have approved, or deemed to have approved, pursuant to Paragraph 3.4 hereof. With the exception of the specific obligations of Seller hereunder, and the rights of Purchaser concerning due diligence hereunder, the Property will be conveyed by Seller, and accepted by Purchaser, in "as is" condition, without warranty or representation of any kind as to the condition of the Property or its fitness for any particular purpose. Purchaser shall have the opportunity to satisfy itself regarding all such issues during the Due Diligence Period.

5.0 Eminent Domain. If prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Seller shall notify Purchaser pursuant to paragraph 21.3 hereof, and, Purchaser, at its sole election, shall have the right to terminate this Agreement on notice to Seller without liability on its part by so notifying Seller and all sums heretofore paid by Purchaser shall be refunded to Purchaser. If the Purchaser does not exercise its right of termination, any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for Purchaser's benefit and shall be credited against the

Purchase Price. In no event shall the Purchase Price of the Premises be increased by the amount of any such proceeds.

6.0 Purchaser Inspection Rights; Information in Seller's Possession. Purchaser reserves the right, at reasonable times and hours through itself and its agents to enter the Premises for the purpose of making inspections thereof, subject to the indemnities set forth in paragraph 11.0 below. Seller will deliver to Purchaser, upon Purchaser's request, any copies of material documents in the possession of Seller concerning the Premises, including but not limited to, if available, a boundary survey, current leases, environmental reports, soils reports, topos, easements, zoning information, development agreements, wetlands or other permits, authorizations and approvals. Purchaser acknowledges that much of the Property information to be provided to Purchaser may be dated, and that it will be Purchaser's obligation to update any information such as environmental reports, as it may deem appropriate during its Due Diligence. In making any inspection Purchaser shall treat all information as strictly confidential and not disclose to any third party without authorization from Seller.

7.0 Deed Covenants and Use Restrictions. Seller shall have certain rights as provided under the deed form and restrictive covenants attached hereto as Exhibit "B" and incorporated herein by this reference (the "Covenants"). The deed to the subject Property shall contain a detailed statement of these rights and obligations in the form of the Covenants, as a permanent deed covenant and encumbrance which will run with the land and bind successors and assigns of Purchaser. The deed shall also contain a use restrictive covenant, providing that the Property may be used only for the uses as specified in the covenants and restrictions as attached hereto as Exhibit "B". If Purchaser does not cancel this Agreement prior to the end of the Due Diligence Period, Purchaser will be deemed to have accepted the Covenants as an exception to title to the Property.

8.0 Closing

8.1 The closing hereof ("Closing") shall take place within fifteen (15) days after the date on which the Property shall have been rezoned and the Development Agreement amended, as provided for in Paragraph 11.2 of this Agreement; provided, however, the Closing shall in all events take place prior to August 15, 2004 (the "Closing Date"). The date of the Closing shall be provided by the Purchaser in a written notification to the Seller delivered not less than five (5) calendar days prior to the Closing Date. In the event that the Closing shall fail to take place, for any reason whatsoever, on or before the Closing Date, then on the Closing Date the Escrowee shall return the Earnest Money to the Purchaser, whereupon this Agreement shall terminate. Notwithstanding the above stated Closing Date deadline of August 15, 2004, the parties hereby agree that if the Development Agreement and PUD Amendments are still being processed by Beaufort County on said date, the Closing Date deadline shall be automatically extended for up to three (3) successive 30 day periods, but in no event later than November 15, 2004, with Closing to occur within fifteen (15) days of Beaufort County approvals, as stated above.

8.2 Possession shall be delivered on the Closing Date.

8.3 At the Closing Seller shall have the right to reserve an easement over, across and through the Property for the purpose of providing vehicular, and pedestrian, and utility access to and from the real property which is owned by Seller and located contiguous to the Property (the 15.8 acre Jasper County parcel shown on Exhibit "A"), together with signage rights at the nearest public road access. The easement reserved to Seller herein is for the purpose of ingress and egress, placement of utilities, etc., between US Highway #278 and the Seller's contiguous 15.8 acre parcel of property located in Jasper County, S.C. The precise location and dimensions of any such easement shall be determined by the parties and shall be placed so as not to adversely affect Purchaser's contemplated use of the subject property as an educational institution, and in a manner that provides commercially reasonable access to the 15.8 acre tract. In the event Purchaser exercises the Option provided in Item 21 herein, the easement rights herein shall expire, upon closing of the option property.

9.0 Closing Costs. The following costs and expenses shall be paid as follows in connection with the closing.

9.1 Seller shall pay:

a. The cost of preparation and recording of the Warranty Deed and other documents of conveyance.

b. Deed taxes, and/or registry stamps or the like and necessary to record the Deed and to consummate the transactions contained herein.

9.2 Purchaser shall pay the following costs in connection with the closing:

a. The mortgage registry tax necessary to record any mortgages of the Purchaser, if any.

b. Title insurance costs.

c. Any Beaufort County transfer fee or other fee that is separate from deed taxes or stamps.

d. Any and all applicable rollback taxes, if any, shall be the responsibility and paid by the Purchaser..

9.3 All closing costs which are not specifically set forth herein shall be borne according to the usual custom and practice in Beaufort County, South Carolina.

10.0 Prorations. The following prorations shall be made as of the Closing Date:

10.1 Taxes due and payable in the year of closing notwithstanding the fact that said taxes may have been levied in the year prior to the Closing Date, but have not become payable until the year of the Closing Date.

10.2 It is specifically understood and agreed that Purchaser shall be responsible for any aid to construction or tap fees which may be charged by Beaufort-Jasper Water and Sewer Authority relative to Purchaser's improvements, and Purchaser shall confirm to Purchaser's satisfaction all such issues during the Due Diligence Period.

11.0 Due Diligence and Approvals.

11.1 Due Diligence. Purchaser shall have a discretionary period ("Due Diligence Period") ending on June 30, 2004, within which to conduct Purchaser's due diligence. Purchaser shall have the right to terminate this Agreement on or before the expiration of the Due Diligence Period in Purchaser's sole discretion and receive a full refund of the Earnest Money. Within ten (10) days following completion of the initial Due Diligence period, or the 30 day extension period set forth below, Purchaser shall have the right to notify Seller of its decision not to purchase the Property and in such event, the Earnest Money and any interest thereon shall be released to Purchaser within 5 days. Purchaser shall be solely responsible for any loss, injury or damage and shall hold Seller harmless and indemnify Seller from any loss, injury or damage, including attorney's fees and costs in the event of any claim, which may result from Purchaser or its agents presence upon the Property or activities on the Property, and this provision shall survive closing. Purchaser shall restore the Premises to the condition thereof prior to Purchaser's inspections. Seller and Purchaser shall cooperate expeditiously during the Due Diligence Period in obtaining zoning information relating to the Property and Purchaser shall not initiate any contacts or communications with Beaufort County regulatory or zoning authorities, or any other regulatory agency, regarding the Property prior to Closing without providing reasonable notice and opportunity to Seller to jointly participate. Upon written notice to Seller prior to the expiration of the Due Diligence Period on June 30, 2004, Purchaser may extend the Due Diligence Period for one thirty day period, until July 31, 2004.

11.2 Zoning and Development Agreement. The parties understand and agree that it is their intent to seek both a rezoning of the Property, and to the extent necessary, an amendment to the existing Development Agreement with Beaufort County, to provide for the use of the Property as an educational institution, including all customary accessory uses associated with an educational institution, and to include institutional density development rights acceptable to Purchaser to accommodate Purchaser's intended use, and to authorize transfer of the Property to Purchaser without any negative effect on the remaining development rights of the Seller. Seller shall be solely responsible for seeking such rezoning and Development Agreement amendment, provided, however, that the Purchaser agrees to cooperate with Seller and support Seller in connection with its

seeking such rezoning and amendment, including, without limitation, providing the appropriate officials of the Purchaser to attend public meetings that may be held in connection with the same. Seller shall keep Purchaser informed regarding its activities in regard to such rezoning and amendment and will not file any substantive applications or similar documents with any governmental authorities until Seller shall have provided the same to Purchaser for its review and afforded the Purchaser the opportunity to comment on the same. Seller shall use its best reasonable efforts to cause such rezoning and Development Agreement amendment to be obtained as soon as practicable. Notwithstanding any term or provision of this Agreement which provides to the contrary, in the event that at any time prior to the date on which the said rezoning and Development Agreement amendment shall go into effect, the Purchaser shall disagree with any filing that Seller shall make in regard to the same, and Seller shall refuse to change such filing in response to such disagreement by the Purchaser, the Purchaser shall have the right to terminate this Agreement by giving Seller a written notice to such effect, in which event the Earnest Money deposit shall be returned to the Purchaser, whereupon there shall be no further duties or obligations between the parties hereto pursuant to the terms of this Agreement.

11.3 Purchaser's Closing Contingencies. Purchaser's obligation to close hereunder shall be contingent upon Purchaser becoming satisfied with all aspects of the Property and its suitability for Purchaser uses, during the Due Diligence period provided above, including any road access issues, site design issues, Council approval of zoning and Development Agreement, and all other matters of concern to Purchaser, including the availability of Tax Increment Financing (TIF), through Beaufort County, for the amount of the purchase. Purchaser shall only be bound to close when any necessary Board approvals have been obtained by its institutional users, notwithstanding its signature below. Specifically, and without limitation, Purchaser's obligation to close shall be contingent upon all pertinent agency approvals, including the South Carolina Technical College System and the South Carolina Budget and Control Board. If Purchaser has not become satisfied with these and all other Due Diligence issues by the end of the Due Diligence Period, Purchaser may cancel this Agreement and receive the return of any Earnest Money deposit, or waive the contingency and proceed to close on or before the Closing Date. Seller and Purchaser specifically recognize that Purchaser shall have no obligation to rectify any existing condition, including hazardous waste or other environmental conditions, it may find to exist upon the Property prior to Closing. Purchaser shall have the option of terminating this Contract and receiving the return of its earnest money deposit if Seller does not agree to rectify any such condition, after notice, prior to Closing.

12.0 Freshwater Wetlands. Wetlands permitting for the entire property owned by Seller was accomplished as a whole, in advance, so that Purchaser shall have no right to alter any wetland or encroach into any required buffer area, other than as presently permitted, as such wetlands are shown on the wetland survey provided by the Seller pursuant to paragraph 1.0 hereof. Purchaser shall confirm the acceptability of these conditions, together with any other development related matters during the Due Diligence Period

established in Paragraph 11.1 above. In connection with its development of the Property, Purchaser shall comply with all terms and conditions of all wetlands permits that have been issued in regard to the Property and Seller's other property, and the Purchaser hereby indemnifies and agrees to hold the Seller harmless from and against any and all loss and damage as Seller may suffer or incur on account of the failure by the Purchaser to comply with all terms and conditions of all wetlands permits that have been issued in regard to the Property. The within indemnity shall survive the Closing.

13.0 Utilities. Seller will cooperate in good faith with Purchaser's efforts to secure utility arrangements similar to Seller's for utility service to the Property provided, however, that all costs of extending utility services to the Property shall be borne by Purchaser.

14.0 Covenants of Purchaser.

14.1 Applicable Covenants and Restrictions. Purchaser agrees to the covenants and restrictions attached hereto as Exhibit B, to be incorporated into the deed to be delivered by Seller to Purchaser for the Property.

15.0 Seller's Representations and Warranties. As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, the Seller hereby makes the following representations and warranties regarding the Property and covenants that same shall be true and correct at the time of Closing, all of which shall specifically survive Closing and not be merged with the documents to be executed at Closing:

A. Monetary Liens. The Property is not subject to any security interests or other monetary liens or encumbrances other than those which are to be released at Closing. The Seller warrants that between the date hereof and the Closing it shall not voluntarily consent to or permit any additional liens or encumbrances being placed against the Property without the Purchaser's consent, and that it has the full power and authority to convey the Property to the Purchaser.

B. No Party in Possession. There are no parties in possession, or entitled to possession, of any portion of the Property as lessees, tenants, or tenants at sufferance, and, there are no leases, options, contracts, subleases, surface or subsurface use agreements affecting the Property.

C. Compliance with Laws. To the best of Seller's knowledge, Seller is not in violation of, and Seller has not received any notice of violation of, any applicable building, zoning or other resolutions, statutes or regulations of any government or governmental agency including but not limited to environmental control agencies, in respect to the use and condition of the Property. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint or other formal or informal notice alleging that conditions on the Property are or have been subject to investigation or inquiry with regard to the potential violation of any environmental law or alleging the release of a hazardous material, toxic substance, solid waste, pollutant or contaminant as defined under applicable environmental laws. To the best of Seller's knowledge, Seller has not placed any material amounts of hazardous substance on the

Property nor has Seller authorized any other party to do so during the period of Seller's ownership of the Property.

D. No Pending Litigation. There are no actual, pending or, to the best of Seller's knowledge, threatened actions, suits, claims litigation, arbitrations or administrative hearings or proceedings, including, without limitation, condemnation or eminent domain proceedings, by any individual, entity or governmental agency affecting the Property which would constitute a lien, claim or obligation of any kind against the Property.

E. Existence and Authority. The Seller is an Arizona corporation. As of the Closing Date, all necessary actions regarding the sale of the Property will have been taken, given or properly waived.

F. Business Debts. The Seller shall pay all debts and taxes associated with its operation of the Property incurred before the Closing Date. As of the Closing Date, there shall be no due and unpaid taxes or assessments regarding the Property or the Seller's operation of the Property. In no event shall Purchaser, its successors and assigns, be responsible for Seller's obligations for debts and taxes related to Seller's operation and ownership of the subject property.

G. Accuracy. To the best of Seller's knowledge, all information and representations which the Seller shall deliver to, or allowed the Purchaser to inspect, are true and accurate.

H. Covenants, Conditions, Restrictions and Easements. There are no current violations of any covenants, conditions, restrictions or easements affecting the Property except as herein described and Purchaser shall not be required to pay any property owner assessments, fees, or dues to SCHH, the Seller, or any other party as a result of ownership of the Property, except as described herein. To the best of Seller's knowledge, there are no easements, or claims of easements, affecting the Property which are not recorded in the public records of Beaufort County, South Carolina.

I. Condition of the Improvements to the Property. From the date of this Agreement until the Closing Date or earlier termination of this Agreement, the Seller shall keep and maintain the Property in substantially the same condition as of the date of this Agreement. All payments due to any contractors, subcontractors, material men, suppliers for work on the Property shall have been paid in full at closing and seller shall provide Purchaser with such lien waivers as may be required by the Purchaser's counsel at closing.

J. Title. The Seller is the sole owner of the Property.

K. Broker. Both parties confirm that they have dealt with no broker or real estate agent with respect to the Property. No commission is payable to any party, to the best of their knowledge.

L. No Defaults. To the best of Seller's knowledge, neither the execution, delivery and performance of this Agreement nor the consummation of the transaction herein contemplated, nor compliance with the provisions hereof, will (1) conflict with or result in a breach of, or constitute a default under (nor is there any waiver in effect which, if not in effect, would result in any of the foregoing) (a) any of the provisions of any law, governmental rule, regulation, judgment, decree, writ, injunction, demand or order binding on the Seller or its properties or the Bylaws or Articles or the Articles of Incorporation of the Seller, or (b) any of the provisions of any mortgage, contract or other instrument to which the Seller is a party or by which it is bound; (2) violate any restriction to which the Seller is subject; (3) result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or (4) result in the creation or imposition of any lien, charge or encumbrance upon any of the Seller's property pursuant to the terms of any such indenture, mortgage, contract or other instrument.

16.0 Purchaser's Representations and Warranties. As a material inducement to the Seller to enter into this Agreement, the Purchaser hereby makes the following warranties and representations, and covenants that same shall be true and correct at the time of closing, all of which shall specifically survive closing and not be merged with the documents to be executed at closing:

A. Authority. The Purchaser has the capacity, right, power and authority to own the Property and this transaction has been authorized by all necessary legal procedures.

B. Broker. It has dealt with no broker or real estate agent with respect to the Property.

C. No Liens. The Purchaser shall not place or cause or allow to be placed any lien on the Property prior to the Closing Date, and if any such lien or liens arising by, through or under the Purchaser be filed of record, the Purchaser shall promptly cause the same to be released, bonded or satisfied of record.

17.0 Seller's Default. Should Seller default, Purchaser shall, as its exclusive remedies under this Agreement, be entitled to (a) enforce the specific performance of this Agreement; or (b) cancel and terminate this Agreement and receive a refund of the Earnest Money, together with reimbursement of Purchaser's documented out-of-pocket costs of due diligence on the Property and reasonable attorney's fees in connection with this transaction.

18.0 Purchaser's Default. Should Purchaser default by failing to close hereunder, Seller shall be entitled to retain all Earnest Money deposits as Seller's liquidated damages, in addition to any damages which may be due under paragraphs 11.0 and 19.0.

19.0 Attorney's Fees; Costs. Each party shall be responsible for its own attorney's costs regarding this agreement and the closing of this transaction. In the event either party employs an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement or to establish breach of this Agreement, the non-prevailing party shall pay to the other party all reasonable costs,

charges, expenses, including attorney's fees, expended or incurred in connection therewith, and this provision shall survive closing hereunder.

20.0 Brokerage Fees. Both parties agree that no sales commission, brokerage fees or finder's fees are to be due unto any party.

21.0 Option To Purchase Jasper County Property. Seller hereby grants Purchaser an option (the "Option") to purchase the 15.8 acre non-wetland property, within Jasper County, which is described on Exhibit A hereto (the "Option Property") for a purchase price of $331,500.

The Option shall be exercisable by Purchaser providing Seller, on or before March 15, 2005, with a written notice of the exercise of the Option. In no event, however, shall the Purchaser have the right to exercise the Option prior to completing the purchase of the Property pursuant to this Agreement. In the event that the Purchaser shall fail to exercise the Option on or before March 15, 2005, then the Option shall terminate automatically on said date.

In the event that the Purchaser shall exercise the Option, the parties shall be deemed to have entered into a contract for the purchase and sale of the Option Property in accordance with the terms and provisions of this Agreement, except for the following changes:

(a) The Purchase Price for the Option Property shall be $331,500;

(b) The date by which the Purchaser shall be obligated to notify Seller of any defects in title shall be fifteen days after the date on which the Purchaser shall have exercised the Option;

(c) The Closing Date shall be on or before October 1, 2005; and

(d) Paragraphs 11.1, 11.2 and 11.3 shall not apply.

The Option shall be assignable by Purchaser, upon written notice to the Seller, so long as all of the terms of the Purchase Agreement, including the Exhibit B covenants, apply to any assignment. Purchaser's obligation to close, if any, shall be contingent upon Purchaser or its assigns receiving any necessary governmental agency approval of funding and contingent upon actual availability of funds to close.

22.0 Miscellaneous. The following general provisions govern this Agreement:

22.1 Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of South Carolina.

22.2 Notices. Any notice required to be given to Seller or Purchaser pursuant to this Agreement shall be in writing and shall be deemed duly given at the date of mailing if sent by registered or by certified mail, return receipt requested, to the address stated in

the preamble to this Agreement or given at the date a facsimile is transmitted to the other party with a confirmation thereof. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

22.3 Successors and Assigns / Right To Assign . This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. TCL shall have a right to assign its interest hereunder to Beaufort County prior to closing, subject to all terms and conditions hereof.

22.4 Approval of Seller's Asset Management Committee. Notwithstanding anything herein to contrary, Seller shall not be obligated to consummate this transaction, unless or until this Agreement shall be approved by Seller's Asset Management Committee. Seller agrees to cause this Agreement to be presented to its Asset Management Committee for its review and consideration as soon after the date hereof as is practicable and meets the scheduling requirements of the said Asset Management Committee. Seller further agrees that within five (5) business days after the said Asset Management Committee has taken action to approve or disapprove this Agreement, Seller shall notify Buyer of such action. In the event that this Agreement is not approved by Seller's Asset Management Committee on or before the date which is thirty (30) days after the date hereof, then this Agreement shall automatically be terminated and be of no further force or effect on and as of such date, and the Escrowee shall immediately return the Earnest Money to the Purchaser.

22.5 Development of Sun City Hilton Head ("SCHH"). Purchaser hereby acknowledges that the Property is subject to a Development Agreement entered into by Seller and Beaufort County as part of the development of SCHH, which is in its initial stages of development. Purchaser acknowledges that the Premises are not a part of SCHH, however, and that future tenants or other invitees of the Premises will not have access to SCHH or any of the facilities associated with SCHH. Purchaser shall not be required to pay any assessments, dues, gate entry fees, or fees to SCHH or its Property Owners Association. Purchaser is not relying on any representations or warranties pertaining to SCHH and/or the planned development thereof, and Purchaser acknowledges that Seller has reserved the right to modify the plans for the development of SCHH without notice to or consent of Purchaser. Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, and (ii) the suitability of the Property for Purchaser's intended use or any other use. Purchaser acknowledges that, except as expressly provided in this Agreement, neither Seller, nor its employees, agents, representatives and attorney have made, nor has Purchaser relied on, any representations, warranties, guarantees, or promises, oral or written, regarding the condition of the Property, the suitability of the Property for Purchaser's intended use or any other use, or any other matters pertaining to the Property or SCHH. Purchaser specifically acknowledges that Seller shall have no obligation to Purchaser to complete all or any portion of SCHH. As to the Property conveyed hereunder only, Seller shall assign its rights to develop under the Beaufort County Development Agreement, provided however, that Purchaser may take no action in the future that would adversely affect the remaining

rights of Seller. If Seller believes that Purchaser is violating any provision of this contract, Seller shall inform Purchaser immediately and give Purchaser the opportunity to cure such violation within 10 days, prior to taking any other allowed action hereunder or otherwise allowed by law.

22.6 Confidentiality. Confidentiality is important and shall be maintained by each party. Purchaser shall make no contacts with any government officials or officers without the participation and approval of Del Webb during the due diligence period. Neither party hereto will issue or approve a news release or other announcement concerning this transaction without the prior approval of the other. Communications by Purchaser with government officials in the normal course of business, necessary for the processing of approvals, will not be considered a default hereunder, so long as Seller has been given reasonable notice that such communications will occur and Seller has consented. In no event will Seller hold Purchaser in default under this paragraph without first giving Purchaser 10 days notice and the opportunity to respond or cure the problem by ceasing inappropriate contacts.

22.7 Use of Names. Purchaser understands that Seller retains exclusive use of the names "Sun City" and "Sun City Hilton Head" and such names may not be utilized in any manner by Purchaser or its assigns unless specifically approved by Seller in the future.

22.8 Amendment. No Amendment to this Agreement shall be effective unless reduced to writing and executed by both parties.

22.9 Counterparts. This Agreement may be executed in counterparts and shall be fully binding as if the parties had executed upon the same document.

22.10 Time of the Essence. Time is of the essence regarding the performance of all obligations hereunder, including, but not limited to, the time of closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date and year noted above.

SELLER: DEL WEBB COMMUNITIES, INC.	PURCHASER: TECHNICAL COLLEGE OF THE LOWCOUNTRY:
By:_____	By:_____
Its:_____	Its:_____
	Attest :_____

Exhibit "B"

Deed Form Including the Following Covenants Running with the Land:

COVENANTS AND RESTRICTIONS

The following Covenants and Restrictions are hereby made applicable to the Property as described in the Title To Real Estate to which this Exhibit B is attached (the "Property"). These Covenants and Restrictions shall be binding upon the Property and upon the Grantee, its successors and assigns and all who may hold title or possession in the future by or through them. These Covenants and Restrictions shall inure to the benefit of Del Webb Communities, Inc. ("Grantor"), its successors and assigns, and be enforceable by Grantor, and its successors and assigns, forever.

1. Obligation to Maintain Property and Improvements. Grantee, its successors and assigns, shall have an affirmative obligation to maintain the Property and any subsequent improvements in a clean, orderly and well maintained condition, commensurate with the usual and customary standards of a post-secondary educational institution. Grantor shall have the right, but not the obligation, upon fifteen (15) days written notice to Grantee, to enter upon the site and perform such landscaping, exterior maintenance or repair as Grantor may deem reasonably necessary, at Grantee's expense, should Grantee fail to maintain the Premises consistent with the plans approved by Grantor. Any such entry upon the Property shall not be deemed a trespass by Grantor. Before invoking the rights of Grantor under this paragraph, Grantor shall give Grantee written notice of any alleged violation hereof, with 15 day right to cure by Grantee.

2. Use Restrictions and Prohibited Uses/Governmental Restrictions. The Property is hereby granted, bargained, sold and conveyed to Grantee subject to the perpetual restriction that the Property shall be restricted to use as an educational institution and teaching facility, including all uses that are ancillary to such use, including food services, as are provided for under the PUD Approval of Beaufort County, South Carolina, as amended, and subject to all conditions of the Development Agreement between Beaufort County and Del Webb Communities, Inc., as amended.

3. Architectural Guidelines. The Property is hereby granted, bargained, sold and conveyed to the Grantee subject to the further restriction that no improvements shall be constructed on the Property unless and until the Grantor shall have approved in writing the plans and specifications for such improvements. In the event the construction of any improvements shall be commenced on the Property without the Grantee having first approved in writing the plans and specifications for such improvements, the Grantee shall have the right to prohibit such construction from continuing through injunctive relief. In no event shall the Grantor unreasonably withhold its approval of any plans and specifications for any improvements to be constructed on the Property that shall be furnished to it, as herein provided for. Furthermore, Grantor specifically acknowledges that the improvements may be constructed in phases, over a period of years, rather than as a total project at one time. In recognition of this fact, Grantor will review any conceptual plans that may be presented to it by Grantee for the overall project, and the terms of any such conceptual

approval shall be binding upon Grantor for the future phases, unless the parties agree to subsequently alter such plans. Both Grantor and Grantee understand that the Property is to be developed as a public, post-secondary educational institution campus, with all facilities designed, built and maintained by public funds, commensurate with the function and mission of a technical community college. Notwithstanding any other provision of these covenants to the contrary, the architectural review rights hereby reserved unto Grantor shall be exercised by Grantor or its parent company only, and these architectural review rights may not be assigned or transferred to any Owner's Association.

4. Screening. All unsightly improvements such as trash receptacles, utility installations, storage areas, mechanical installation, or the like must be screened from view.

5. Obligations During Construction Period/Completion. To the degree possible, Grantee, its successors and assigns shall be required to keep the Property in a neat and orderly condition during any construction or site improvements upon the Property, including erecting such temporary screening material as Grantor may require during any construction process. All construction activity must be diligently pursued until completion, and the appropriate Certificates of Occupancy and/or compliance must be obtained in a timely manner. Any debris or material from the construction process shall be kept off any adjoining property, and any debris on adjoining property shall be cleaned up immediately. Grantee shall be responsible to repair any damage to adjoining property or streets immediately.

6. Compliance with Laws and Regulations. All operations and activities on, and everything done, installed or constructed on, the Property shall conform with all applicable laws, regulations and governmental requirements of every nature, and no violation thereof shall be allowed.

7. Nuisance, Noxious or Offensive Activities. No noxious or offensive activity shall be carried on, in or upon the Property nor shall anything be done or kept on or in the Property which may be or becomes a public or private nuisance or which may cause unreasonable disturbance or annoyance to others on adjacent or nearby property. No light shall be emitted from the Property which is unreasonably bright or causes unreasonable glare; no sound or vibration shall be emitted from the Property which is unreasonably loud or annoying; and no odor, dust, fumes or vapor shall be emitted from the Property which is or might be unreasonably noxious to others on adjacent or nearby property. Notwithstanding the above, Grantor and Grantee acknowledge that the intended use of the property as an educational institution may include such activities as night classes, traffic associated with educational activities, institutional lighting (subject to review hereunder) and other activities normally associated with educational institution. In the event of any dispute hereunder which cannot be resolved by the parties, both Grantor and Grantee agree to submit such dispute to binding arbitration. An arbitrator shall be mutually agreed upon within 30 days of notice by either party to the other, and if the parties fail to agree upon an arbitrator, either party may seek Court approval and appointment of an arbitrator immediately.

8. Height and Building Restrictions. No building or other improvement which exceeds 50 feet above finish grade, except for architectural features such as clock towers, church spires and elevator towers, may be constructed upon the Property, provided that all applicable Beaufort County laws regarding height restrictions must be complied with also.

9. Use of Name. Grantor and/or its affiliates are the rightful owner(s) of the trade names and marks for "Sun City" and of the federally registered marks "Del Webb's Sun City" and "Sun City Hilton Head" and the accompanying design marks. Neither Grantee, nor any persons claiming by, through or under Grantee, shall have the right to use such names in connection with any business conducted upon the Property. These restrictions also are biding on all persons engaging in any form of commercial activity upon the Property hereby conveyed.

10. Enforcement, Fees and Costs. In the event that Grantor or Grantee, their successors or assigns should find it necessary to bring legal action in the future to enforce the obligations placed upon Grantor, Grantee, and/or the Property hereunder due to a violation of these Covenants and Restrictions, the prevailing party shall be entitled to recover reasonable costs and attorney fees incurred in such action, in addition to any other remedy available at law or in equity.

11 Modification. These Covenants and Restrictions may be modified, in whole or in part, only upon a written modification document executed by the Grantee, or its successors in title, and the Grantor, its successors or assigns. These Covenants and Restrictions may be waived, in whole or in part, by the Grantor in its sole discretion.

00384

Law Office of
Lewis J. Hammet, P.A.
Attorney and Counselor at Law
Post Office Box 2960
32 Calhoun Street
Bluffton, South Carolina 29910
(843) 757-8126 (843) 757-7620

FACSIMILE TRANSMISSION

TO: Hillary Austin DATE: 12/12/03

FAX NO: 410-2784 FILE NO:

FROM: Lewis Hammet FAX NO: 843 757-7620

NUMBER OF PAGES (INCLUDING COVER): 4

COMMENTS: Please see attached letter.

IF THERE IS ANY PROBLEM IN RECEIVING THIS TRANSMISSION, PLEASE CALL (843) 757-8126

Law Office of
Lewis J. Hammet, P.A.
Attorney and Counselor at Law
Post Office Box 1719
32 Calhoun Street
Bluffton, South Carolina 29910
(843) 757-8126 (843) 757-7620

December 10, 2003

Hillary Austin
Beaufort County Zoning Administrator
P.O. Drawer 1228
Beaufort, SC 29901

Re: Del Webb / TCL Matter
Setback and Buffer Standards

Dear Hillary,

As you know, TCL is considering the purchase of a portion of the Del Webb property in Beaufort County, on the north side of Highway 278, diagonally across from the USCB campus. We have all agreed that an amendment to the Del Webb PUD and Development Agreement will be processed, to allow Institutional Use in this area. The general development standards of the Del Webb Development Agreement and PUD Approval will apply to the TCL site, since it will remain as a portion of the PUD.

Assuming that scenario is approved by Beaufort County Council in the future, TCL has asked me to confirm what the buffer and setback requirements would be for their development. As you know, TCL is looking at property between US Highway 278 and the wetland to the north. Therefore, the setbacks and buffers from Highway 278 and from the wetland are the areas in question. TCL is concerned that the property is very narrow, so they are trying to confirm if their plans can fit on the site.

I have attached the page from the PUD approval which sets the standards for buffers and setbacks. This area of the PUD is adjacent to a road on the boundary (Highway 278) and a golf course across the road. The PUD provides for a 15 foot setback and buffer in such a circumstance, although the DSO which applies (90-3) provides for a 50 foot setback from a four land road for actual structures. The PUD and Development agreement state that the DSO standards of the time will prevail, unless the PUD standards provide otherwise.

It seems to me that no one would want an actual building closer than 50 feet from the highway right of way, even though the PUD could be interpreted that way. On the

other hand, it is important to site planning to be able to put parking or drainage improvements closer to the road. A reasonable interpretation might be to enforce a 50 foot building setback, with a 15 foot minimum buffer requirement. What do you think?

Please look at this issue and give me a call. The TCI. officials would like to confirm this issue with a letter from you. I believe the wetland setback, which is internal to the PUD, is subject only to OCRM and Army Corps requirements. Please let me hear from you on these issues.

Yours Truly,

Lewis J. Hammet

Cc: Ken Hall
Phil Darrow
Jim Grimsley, Esq., for TCI.

Wetland Setback = 30' Bldg
50' Parking.

From Del Webb PUD Approval
Bull Hill Amendment Book —
Same as original PUD on
setback & buffer issues

13. Open Space and Buffers

Adequate open space is required for developments in Beaufort County. Open space in the Del Webb development, as with other PUD's, will be calculated for the boundary of the PUD and not site specific for each phase of the PUD. The open space requirement for Bull Hill and Argent III is shown below:

Single Family Detached	1,070 acres x 10% =	107 acres
Single Family Attached	270 acres x 30% =	81 acres
Recreation and Sales Centers	120 acres x 15% =	18 acres
	Total Requirement =	206 acres

A percentage of attached product was used to calculate the open space requirement. Open space is provided in the freshwater wetlands and golf course. There are over 900 acres of wetlands in the Argent III/Bull Hill portion of the project, and twenty-seven holes of golf will add 322 acres of open area.

14. Setbacks and Buffers

A minimum fifty (50) foot setback with buffer will be established along the perimeter of the PUD adjacent to residential areas. A minimum setback with buffer of fifteen (15) feet will be established where golf course or roads are on the PUD boundary. Commercial and recreational areas on the PUD boundary will have minimum thirty (30) foot setbacks with buffers.

D. PHASING

The PUD will be developed over an estimated fifteen to twenty year period. The Bull Hill Tract is expected to be developed for residential use later in the development.

00388

COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Zoning & Development
Multi Government Center ♦ 100 Ribaut Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
OFFICE (843) 470-2780
FAX (843) 470-2784

TONY —
PLEASE NOTE,
USE W/ your
Bullet pt. presentation
For Sun City.
GK
cc Buz

March 25, 2002

Lewis J. Hammet, P.A.
P.O. Box 1719
Bluffton, SC 29910

RE: Sun City PUD – Internal Setbacks

Dear Lewis:

I have reviewed the plat information for Sun City that you sent to me on March 18, 2002, and determined that the County has been approving five (5) foot side yard setbacks for some of the phase areas since 1994 indifferent to the minimum 7.5 foot setback originally set forth in the Sun City PUD document. This fact appears to have resulted from an interpretation of the wording of the PUD document by Del Webb and concurred with by then Zoning Administrator, Gordon Crispen.

Based on these facts, Beaufort County will continue to honor Mr. Crispens concurrance for application to the remaining phases of Sun City development.

Sincerely,

Charles R. Gatch
Zoning & Development Administrator

To - Gary K.
Fm Margaret

Margaret E. Griffin
Beaufort County Council Member
District 10

P.O. Drawer 1228
100 Ribaut Road
Beaufort, SC 29901

Office (843) 705-7396
Fax (843) 705-6754
County (843) 470-2591

E-mail: mgriffin@bcgov.net

Jan 19 2005

00389

APPLICATION TO BEAUFORT COUNTY COUNCIL TO REZONE A PORTION OF THE ARGENT TRACT AND THE SANDERS TRACT FOR

PLANNED UNIT DEVELOPMENT BY REZONING ACTION

This master plan represents the preliminary plan for development approved by action of the Beaufort County Council as of 12/16/93 as the result of a request for rezoning to PUD status. Any further development action must be consistent with this approved plan

Brenda Hatch

DEL WEBB SOUTH CAROLINA

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

SEPTEMBER, 1993
J-8545

REVISED OCTOBER 5, 1993

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
1000 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE (803) 525-7100
FAX: (803) 525-7181

January 3, 1994

Mr. Jack Gleason
Del Webb Corporation
P.O. Box 1869
Bluffton, SC 29910

Dear Mr. Gleason:

At its meeting Monday, December 16, 1993, it was the will of Beaufort County Council to approve your request for zoning change from County-wide zoning:

> Bluffton Area, McGarvey's Corner area, Map 13, Parcel 49; Map 20, Parcel 2 and a portion of Parcel 1, from Residential Agricultural District and Development District to Planned Unit Development.

If Council or Staff may be of further assistance, please let us know.

Sincerely,

Michael G. Bryant
County Administrator

MGB:smr

Attachment: Ordinance 93/36

cc: Messrs. Charles Gatch, Planning Director
Gordon Crispin, Zoning and Development Administrator

93/36

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AMENDING THE EXISTING OFFICIAL LAND USE ZONING MAPS, DATED APRIL 9, 1990, WHICH ARE PART AND PARCEL OF THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (90/3).

A. OFFICIAL LAND USE ZONING MAP 600-9

Bluffton Area, McGarvey's Corner area, Map 13, Parcel 49; Map 20, Parcel 2 and a portion of Parcel 1, from Residential Agricultural District and Development District to Planned Unit Development.

Adopted this 16th day of December, 1993.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Thomas E. Taylor
Chairman

ATTEST:

_____
Clerk to Council

REVIEWED BY:

_____
Ladson Howell, County Attorney

First Reading: October 25, 1993
Second Reading: November 22, 1993
Public Hearing: December 16, 1993
Third and Final Reading: December 16, 1993

Amending Ordinance 90-3

DEL WEBB PUD MASTER PLAN

Applicant:	Del Webb Communities, Inc. P.O. Box 1869 Bluffton, SC 29910
Landowner:	Union Camp Corporation P.O. Box 1391 Savannah, GA 31402
Site:	District 600, Map 13, Parcel 49 and District 600, Map 20, Parcel 2 and a portion of parcel 1.
From:	RAD (Residential Agricultural District) and DD (Development District)
To:	PUD (Planned Unit Development)
Staff Recommendation:	Approval with conditions (a) no inverted crown streets (b) meet site specific impervious/ pervious surface ratio (65/35) commercial and recreation campus areas (c) tree replacement formula - hardwoods at average 3 per residential lot
Subarea Committee Recommendation:	Approval with conditions (a) staff a), b), c) above (b) no lighted golf fairways adjacent to Hwys 278 and 170.
Planning Board Recommendation:	

OVERVIEW

The proposed PUD consists of 4,250 acres in Beaufort County situated primarily at McGarveys Corner, the intersection of Hwys 278 and 170, in southern Beaufort county.

The property is presently owned by Union Camp Corporation of Savannah, Georgia and under purchase option by Del Webb. An additional 984 acres of land in Jasper County, immediately contiguous, brings the total project size to 5,234 acres.

Del Webb proposes development of the property as an active adult community consisting of 6,385 residential units (Beaufort County) comprised of single family attached and detached homes, duplexes, triplexes and quadraplexes, 3 -18 hole golf courses, internal service commercial areas and recreational/social amenities placed throughout. The site contains some 1300 acres of protected wetlands that will be preserved and form a network of open space areas throughout. Some 71 miles of roads will be constructed throughout the residential community which will be owned and maintained by the property owners association and remain private. Public water and sewer systems will be installed and maintained by Beaufort-Jasper Water Sewer Authority. Access to the community will be from Hwy 170 and the proposed Hwy 278 connector to I-95. All total four highway access points are planned.

THOMAS & HUTTON ENGINEERING CO.
3 OGLETHORPE PROFESSIONAL BOULEVARD
POST OFFICE BOX 14609
SAVANNAH, GEORGIA 31416-1609
TELEPHONE (912) 355-5300
FAX (912) 355-7562

September 28, 1993

MEMO TO: All holders of Del Webb's South Carolina Rezoning Application

FROM: Samuel G. McCachern SGM

RE: Supplement 1 - Del Webb South Carolina Rezoning Application

****

Attached is Supplement 1 dated September 28, 1993. This supplement consists of the following pages:

Table of Contents

Page 24

Page 25

Page 26

Page 26a

Page 26b

These pages replace the same pages in the Rezoning Application.

SGM

TABLE OF CONTENTS

EXHIBITS

Agreement"). At such time as there is excess effluent generated by the project that cannot be used on the project golf courses, the treatment level must be tertiary before Webb is required to use the water on any other areas of the project or it is disposed of in an alternative manner off-site. Webb's participation in raising the treatment level will be defined the BJWSA Agreement.

5. Webb should provide for on-site mulching of landscape waste.

DW: This is acceptable provided that Webb has the flexibility to participate in regional projects where practical and to modify the landscape refuse disposal method to comply with all applicable laws.

6. Webb should commit not to drill any wells on the Property.

DW: Webb intends to use effluent to the maximum extent possible on the golf courses, subject to availability of a supply of effluent of sufficient quantity and quality. Webb must, however, reserve the right to use well water as a backup supply and for leaching purposes to remove salt accumulation resulting from effluent use. Webb cannot make any commitments on behalf of the Beaufort-Jasper Water Authority.

Lower Effluent Only

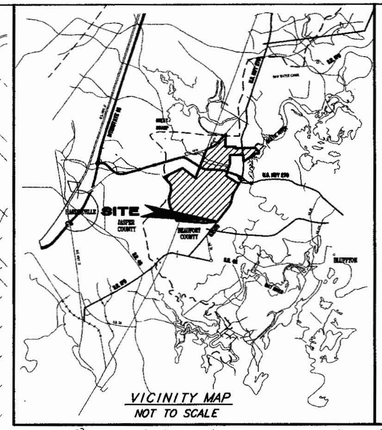
7. Webb should participate in funding of improvements for boat ramps.

DW: Webb would commit either to a one-time payment of $50,000.00 (paid concurrently with the first phase of construction of the project), or, in the alternative at the County's option, to a payment of $20 per house (paid once at the time of issuance of the building permit for the house), for a boat ramp improvement fund, provided that all such funds would be used only for the repair of boat ramps south of the Broad River. Webb would have no obligation to participate in any permitting for such repairs.

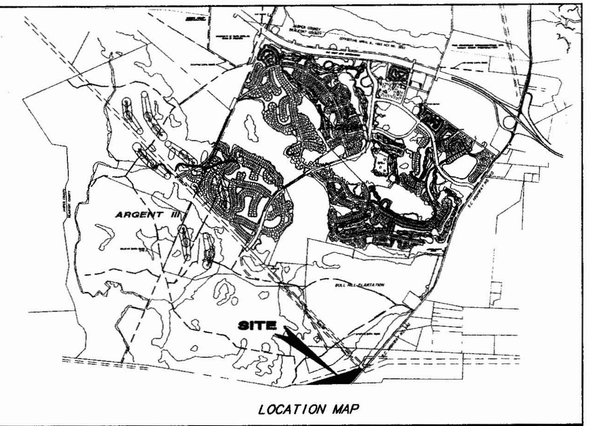
8. Webb should control residential landscaping so that only indigenous low-water use plants are used.

DW: Webb would require rain-sensors on all automatic sprinkler systems and would encourage use of indigenous low-water use plants through its landscaping programs.

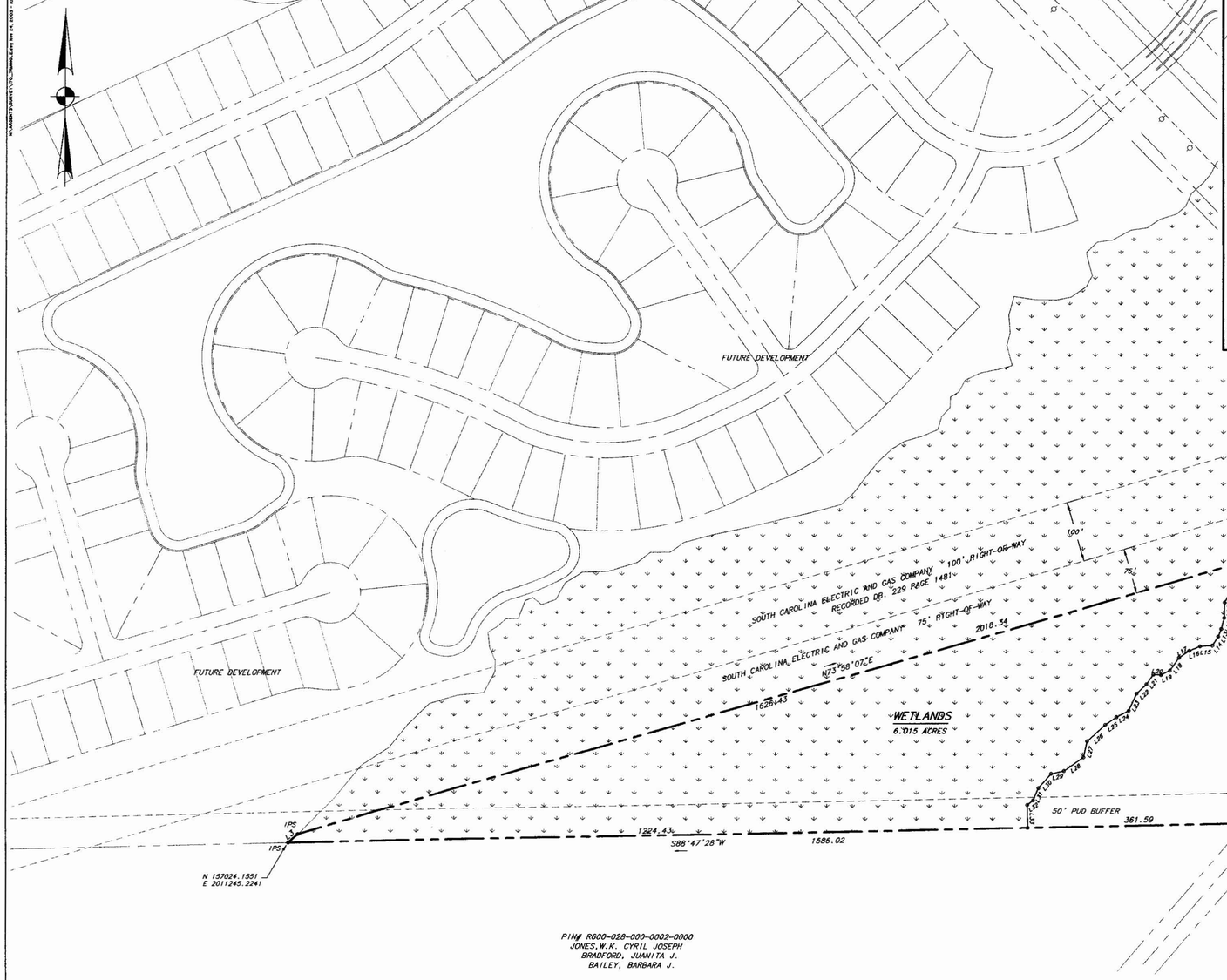
The foregoing positions are contingent on there being no additional financial commitments required of Webb, whether suggested by the current impact study or otherwise. The proposals above are viewed as a package by Webb that would be withdrawn in the event a different package is suggested by the impact study.



VICINITY MAP
NOT TO SCALE



LOCATION MAP



LINE TABLE		
LINE	BEARING	LENGTH
L1	N75°04'14"E	7.85
L2	S44°06'40"E	70.81
L3	N48°02'13"E	31.30
L4	N46°59'50"E	28.83
L5	S17°53'41"E	21.81
L6	S16°54'08"E	18.86
L7	S16°35'21"E	7.07
L8	S08°10'05"E	20.07
L9	S37°43'43"W	34.66
L10	S28°23'50"W	21.50
L11	S01°22'27"W	24.96
L12	S15°10'21"W	18.86
L13	S21°40'10"W	13.55
L14	S33°19'10"W	17.83
L15	S86°34'42"W	20.40
L16	S87°26'52"W	18.02
L17	S86°25'38"W	20.94
L18	S35°42'01"W	25.79
L19	S64°11'07"W	16.49
L20	N86°59'22"W	12.57
L21	S34°30'48"W	20.07
L22	S46°39'56"W	22.33
L23	S25°10'15"W	31.40
L24	S82°38'02"W	22.86
L25	S55°31'18"W	22.33
L26	S48°01'15"W	40.41
L27	S13°08'06"W	27.19
L28	S55°09'39"W	39.31
L29	S77°44'35"W	21.67
L30	S41°44'44"W	31.75
L31	S23°13'48"W	21.96
L32	S53°08'51"W	12.32
L33	S01°12'32"E	37.84

ACREAGE SCHEDULE

UPLANDS	4.400 AC.
WETLANDS	6.033 AC.
TOTAL	10.433 AC.

PIN# R600-028-000-0002-0000
JONES.W.K. CYRIL JOSEPH
BRADFORD, JUANITA J.
BAILEY, BARBARA J.

NOTE

"THE AREA INDICATED ON THIS PLAT AS A FLOOD HAZARD AREA HAS BEEN IDENTIFIED AS HAVING AT LEAST A ONE (1%) PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTIAN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS". REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE BEAUFORT COUNTY BUILDING CODES DEPARTMENT. IN ADDITION, SOME AGENCIES MAY REQUIRE MANDATORY PURCHASE OF FLOOD INSURANCE AS A A PREREQUISITE TO MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

GENERAL NOTES:

1. ALL COORDINATES BASED ON SOUTH CAROLINA STATE PLANE GRID (NAD83).
2. ACCORDING TO F.I.R.M. 450025 - 0055D, REVISED DATE SEPT. 29, 1986, THIS PROPERTY LIES OUTSIDE THE 100 YEAR FLOOD PLAIN IN ZONE C.
   2a. ZONE B = AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   2b. ZONE C = AREAS OF MINIMAL FLOODING
3. C.M.S.= 3"X3"X24" CONCRETE MONUMENT SET
4. C.M.F.= 3"X3" CONCRETE MONUMENT FOUND
6. I.P.F.= 3/4" IRON PIPE FOUND
7. O = 3/4"X24" IRON PIPE SET
8. THE PROPERTY IDENTIFICATION NUMBER IS R600-020-000-0001-0000 FOR THE TRACT. PROPERTY IDENTIFICATION NUMBERS FOR THE SUBDIVIDED TRACT HAVE NOT BEEN ASSIGNED BY BEAUFORT COUNTY.
9. VERTICAL DATUM BASED ON NGVD29.
10. DEVELOPMENT PERMIT NUMBER:

TOWN OF BLUFFTON
APPROVED FOR RECORDING ONLY
Josh Mueghe
ASST. COMMUNITY DEVELOPMENT DIRECTOR

EXEMPT
This plat of property is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article 1 Division Section 106-6(A)(6)
Certified by Hillary Austin
Date 9-2-04

NO.	DATE	REVISION DESCRIPTION

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

" I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED HEREON; ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL BEARINGS, MEASUREMENTS OF COURSES AND DISTANCES, AND MONUMENT LOCATIONS HAVE BEEN PROVEN BY LAND SURVEY.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1'/20,000'+ AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE COORDINATE METHOD OF AREA CALCULATION.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR BOYCE L. YOUNG S.C. REG. 11079

BOYCE L. YOUNG
S.C. REG. LAND SURVEYOR LIC. NO. 11079

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

A PLAT OF

A 10.433 ACRE PORTION OF PARCEL 8C

Del Webb's Sun City Hilton Head

BEAUFORT AND JASPER COUNTIES
SOUTH CAROLINA

PREPARED FOR:
DEL WEBB COMMUNITIES, INC.

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
50 PARK OF COMMERCE WAY, P.O. BOX 2727
SAVANNAH, GEORGIA. 31405 / TEL. (912) 234-5300
www.thomas-hutton.com

RECORDED IN BEAUFORT COUNTY SC- ROD
BK 00101 PG 0071
DATE: 09/02/2004 09:42:48 AM
INST # 2004062029 RCPT# 270717
BEAUFORT COUNTY S.C.

REPLACES PLATS IN
BOOK ___ PAGE ___

SCALE	1" = 100'
FILE	J-16314
DATE	11-18-03
DRAWN BY	L.P.O.
APPROVED BY	B.L.Y.
PARTY CHIEF	A.H.

SHEET 1 OF 1

00397

Del Webb

SOUTH CAROLINA

DEVELOPMENT MASTER PLAN

PREPARED FOR:

DEL WEBB COMMUNITIES, INC.

PREPARED BY:

LAND PLANNING
EDWARD PINCKNEY / ASSOCIATES, LTD.
HILTON HEAD ISLAND, SOUTH CAROLINA

ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

GOLF COURSE ARCHITECTS
McCUMBER GOLF, INC.
ORANGE PARK, FLORIDA

ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL CONSULTANTS
CHARLESTON, SOUTH CAROLINA

ARCHAEOLOGICAL CONSULTANTS
BROCKINGTON & ASSOCIATES
MT. PLEASANT, SOUTH CAROLINA

FORESTRY CONSULTANTS
MILLIKEN FORESTRY COMPANY, INC.
COLUMBIA, SOUTH CAROLINA

TRAFFIC ENGINEERS
KIRKHAM MICHAEL AND ASSOCIATES
PHOENIX, ARIZONA

GEOTECHNICAL CONSULTANTS
WHITAKER LABORATORY
SAVANNAH, GEORGIA

GEOTECHNICAL CONSULTANTS
S & ME
SAVANNAH, GEORGIA

LANDSCAPE ARCHITECTS
WOOD AND PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

WILDLIFE CONSULTANTS
FOLK LAND MANAGEMENT
WALTERBORO, SOUTH CAROLINA

VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS MASTER PLAN REPRESENTS THE PROJECTED FUTURE BUILDOUT OF THE PROJECT. THE PLAN IS SUBJECT TO CHANGE IN RESPONSE TO CHANGING REQUIREMENTS OF GOVERNMENTAL AGENCIES AND PROPERTY OWNER'S NEEDS AS DETERMINED BY THE DEVELOPER.
2. ARGENT I, ARGENT III, AND THE SANDERS TRACT ARE LARGER PHASES TO BE DEVELOPED IN SMALLER PODS. PHASING IS INDICATED BY THE LOWER CASE LETTERING SHOWN IN THE DEVELOPMENT POD. THE GOLF COURSE, SALES CENTER, AND A PORTION OF THE RECREATION CENTER WILL BE CONSTRUCTED IN THE INITIAL DEVELOPMENT OF EACH PHASE. THE DEVELOPER MAY CHANGE THE DEVELOPMENT PATTERN OR COMBINE PHASES TO MEET SPECIFIC NEEDS.
3. PLAN BASED ON CONCEPTUAL PLAN NO. 4 BY EDWARD PINCKNEY / ASSOCIATES, LTD; DATED AUGUST 3, 1993, AND REVISED SEPTEMBER 2, 1993.
4. WETLANDS LESS THAN 1 ACRE ARE NOT SHOWN.
5. SETBACKS AS SHOWN ON THE PLAN DO NOT REPRESENT ACTUAL DIMENSIONS. REFER TO TEXT FOR SETBACKS WITH BUFFER DIMENSIONS.
6. DENSITY MAY VARY IN INDIVIDUAL DEVELOPMENT PODS, BUT WILL NOT EXCEED THE CAP DISCUSSED IN THE TEXT.
7. STREETS WILL BE NAMED AT THE TIME OF FINAL DEVELOPMENT.
8. FOR SPECIFIC INFORMATION REGARDING LAND USE, REFER TO TEXT.
9. THIS PLAN AND ACCOMPANYING TEXT CONSTITUTE THE PLANNED UNIT DEVELOPMENT.
10. APPROVAL OF SPECIFIC USES AND DENSITIES FOR ARGENT III (JASPER COUNTY) ARE NOT PART OF THIS APPLICATION. HOWEVER, IT IS UNDERSTOOD THAT THIS LAND IS PART OF THE PROJECT AND SUBJECT TO BE DEVELOPED AS SUCH.

BOUNDARY OF REQUESTED ZONING MAP CHANGE (TYPICAL)

JASPER COUNTY
BEAUFORT COUNTY

ARGENT I

ARGENT III

SANDERS

S.C. 141
75' R/W

S.C. 170
50' R/W

NEW RIVER / GREAT SWAMP

OKATIE RIVER

NO.	REVISION	BY	DATE
1.	REVISED ROAD SYSTEM	T.J.N.	9/8/93

OPEN SPACE CALCULATION

BEAUFORT COUNTY PROPERTY

SINGLE FAMILY DETACHED	1241 AC. X 10% = 124.1 AC.
SINGLE FAMILY ATTACHED	668 AC. X 30% =200.4 AC.
RECREATION & SALES CENTERS	154 AC. X 15% = 23.1 AC.
COMMERCIAL	21 AC. X 15% = 3.15 AC.

TOTAL OPEN SPACE REQUIRED = 350.75 AC.

ARGENT I

ZONE	ACREAGE	DWELLING UNITS
GOLF COURSE AND PRACTICE RANGE	215.19	
CC1-a	8.11	
CC1-b	12.57	
CRC1	56.43	
C/GM1	18.29	
SC1	18.70	61
VV1	19.76	65
R-a	13.68	45
R-b	79.52	260
R-c	74.12	243
R-d	98.52	324
R-e	3.22	11
R-f	39.73	130
R-g	12.32	40
R-h	50.78	167
R-i	71.48	235
R-j	3.84	13
R-k	10.38	34
R-l	7.07	23
R-m	12.67	42
R-n	32.83	108
R-o	31.68	104
TOTAL UNITS		1905

580.30 Av. 3.28

SANDERS

ZONE	ACREAGE	DWELLING UNITS	
NC3	8.95		
Rb	41.87	138	3.30
Rb	76.47	251	3.29
Rc	2.36	8	3.39
Rd	22.22	73	3.29
Re	32.58	105	3.22
TOTAL UNITS		575	

195.50 Av. 3.28

ARGENT III

ZONE	ACREAGE	DWELLING UNITS
GOLF COURSE AND PRACTICE RANGE	245.94	
NRC2-a	16.64	
NRC2-b	10.30	
GP2	7.80	
C/GM2	10.65	
SC2	13.99	46
VV2	17.97	59
R-a	34.40	113
R-b	3.87	13
R-c	4.56	15
R-d	12.23	40
R-e	4.16	14
R-i	3.25	11
R-g	38.21	125
R-h	5.66	19
R-i	24.39	80
R-j	54.90	180
R-k	4.53	15
R-l	28.57	94
R-m	75.34	247
R-n	78.17	257
R-o	24.09	82
R-p	30.30	100
R-q	41.73	137
R-r	71.00	233
R-s	193.73	636
R-t	43.92	151
R-u	57.44	191
R-v	73.96	243
R-w	8.20	27
R-x	12.56	41
R-y	21.02	69
R-z	41.65	137
R-aa	51.92	171
R-bb	23.10	76
R-cc	23.97	79
R-dd	49.86	164
TOTAL UNITS		3905

1185.65 Av. 3.29

KEY

R	RESIDENTIAL
CRC	COMMUNITY RECREATION CAMPUS
NRC	NEIGHBORHOOD RECREATION CAMPUS
SC	SALES CENTER
VV	VACATION VILLAS
CC	COMMUNITY COMMERCIAL
GP	GARDEN PLOTS
C/GM	COMMUNITY & GOLF MAINTENANCE
RV	RV & BOAT STORAGE
	WETLANDS
A	MAJOR COLLECTOR STREET
B	COLLECTOR STREET
FAIRWAY NO.9	GOLF COURSE

EXHIBIT F

SEPTEMBER 2, 1993

GRAPHIC SCALE

800 0 400 800 1600 3200

(IN FEET)
1 inch = 800 ft.

00398