

MAYOR:
Bradley D. Belt

MAYOR PRO TEMPORE:
Russell A. Berner

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

TOWN COUNCIL
Municipal Center Council Chambers
August 5, 2025, 1:00 pm

AGENDA

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
 - A. Minutes of the Town Council Meeting of July 1, 2025 [Tab 1]
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Updates:**
 - A. Mayor
 - B. Council Members
 - C. Administrator
- VII. **Old Business:**
 - A. To Consider Approval of **Ordinance 2025-11** - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance Pursuant to Existing Ordinance 2023-23 Removing the 2013 Amended and Restated Development Agreement From the Zoning Code as an Appendix and Clarifying the Setback Standards – **Second and Final Reading** [Tab 2]
 - B. To Consider Approval of **Ordinance 2025-12** – An Ordinance to Amend the Town of Kiawah Island Comprehensive Plan – Land Use Element Future Land Use Categories and – Comprehensive Plan Map IX.2, Future Land Use; to Change the Future Land Use Designation for the Subject Parcels within or Near the Ocean Park Neighborhood – **Second and Final Reading** [Tab 3]
 - C. To Consider Approval of **Ordinance 2025-13** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning, Article II. – Zoning, Division 2. – Zoning Map/Districts, Section 12-62. – Zoning Map by Rezoning the Subject Parcels Located within or Adjacent to the Ocean Park Neighborhood – **Second and Final Reading** [Tab 4]
 - D. To Consider Approval of **Ordinance 2025-14** – Amending Procurement Policy Ordinance – **Second and Final Reading** [Tab 5]
- VIII. **New Business:**
 - A. To Consider Approval of **Ordinance 2025-15** – An Ordinance To Establish Noise Standards Within the Town Of Kiawah Island and to Repeal Chapter 8, Sections 15-801 Through 15-807 of the Town Municipal Code – **First Reading** [Tab 6]
 - B. To Consider Approval of **Ordinance 2025-16** - An Ordinance to Amend Chapter 12 – Land Use Planning And Zoning, Article II. - Zoning, Division 3. - Use Regulations, Sec. 12-103. – Conditions Of Use, to Modify Standards Regarding Communication Tower Infrastructure to Enhance

*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

FOIA: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

Public Safety and Quality of Life Issues Regarding Cellular Coverage – **Public Hearing and First Reading**

[Tab 7]

C. To Consider Approval of **Resolution 2025-01** – South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/Recovery

[Tab 8]

D. To Consider Approval of the CARTA (Charleston Area Regional Transportation Authority) Fiscal Year 2026 Budget

[Tab 9]

IX. Citizens' Comments:

X. Executive Session:

A. Pursuant to S.C. Code Ann. § 30-4-70(a)(2), to Receive Legal Advice Protected by the Attorney-Client Privilege Concerning Matters Related to Captain Sam's Spit.

B. Pursuant to S.C. Code Ann. § 30-4-70 (a)(1), to discuss Employment Contract of the Town Administrator.

Upon Returning to Open Session, the Council May Take Action on Matters Discussed in Executive Session.

XI. Council Member Comments:

XII. Adjournment:

*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

FOIA: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the



TAB 1

TOWN COUNCIL

Agenda Item

TOWN COUNCIL
Municipal Center Council Chambers
June 3, 2025, 1:00 pm

Minutes

I. Call to Order: *Mayor Belt called the meeting to order at 1:00 pm.*

II. Pledge of Allegiance

III. Roll Call

Present at the Meeting: Bradley Belt, *Mayor*
Russell Berner, *Mayor Pro Tem*
Luke Farrell, *Council Member*
Lance Spencer, *Council Member*

Absent: Madeleine Kaye, *Council Member*

Also Present: Stephanie Tillerson, *Town Administrator*
Dorota Szubert, *Finance Director*
Mac McQuillin, *Town Attorney*
Craig Harris, *Public Safety Director*
John Taylor, Jr., *Planning Director*
Daniel Vincent, *Planner 1*

Council Member Kaye was noted for the record of being out of the country and unable to attend in person or remotely.

IV. Approval of Minutes

A. Minutes of the Town Council Meeting of June 3, 2025

Mayor Belt indicated that Council Members had been provided with a copy of the minutes in advance of the meeting and that he had made a few edits, which were provided to the clerk. He asked if there were any other changes or comments. Council Member Farrell indicated he had also provided edits to the clerk.

With those changes, the minutes were deemed approved.

V. Citizens' Comments (Agenda Items Only)

Maura McIlvain - 146 Blue Heron Pond Road

Ms. McIlvain addressed the Council with several comments; She expressed appreciation for the ordinance cleanup work being undertaken, acknowledging the laborious nature of the process that had been ongoing since the retreat in February 2023. She noted that ordinances cannot be taken in isolation and must dovetail with other regulations.

Ms. McIlvain also expressed appreciation for the change in meeting order, noting that citizen comments at the end of the meeting were now placed before the executive session rather than after. She explained this was much more user-friendly for citizens who previously had to wait through executive sessions that could last more than an hour.

Regarding New Business Item B, which involved removing the ARDA from standing ordinances and reestablishing setbacks, Ms. McIlvain supported the effort but urged the Town to enforce the setbacks. She described a current situation in her neighborhood where a building appeared to be intruding on the setback. Still, a certificate of occupancy (CO) was granted, and she would encourage the Town not to grant a CO if there is an ordinance that is being violated.

Mark Permar - 81 Dungannon Hall, representing Property Owners in Ocean Park

Mr. Permar expressed gratitude for the initiative taken by both the Planning Commission and Council to consider rezoning residential lots in Ocean Park. He explained that when the Development Agreement expired, it defaulted to existing zoning standards, resulting in unintended side yard setbacks that affected almost 60 properties. Mr. Permar appreciated the prompt consideration and thorough work of the Planning Commission, which had extended the rezoning to additional properties. He stated that the property owners supported the Planning Commission's recommendations for the rezonings. Additionally, he noted that he and Roger Warren had represented Kiawah Island Golf Resort properties during the Planning Commission work session and that the resort also supported the recommendations.

Mayor Belt noted for the record that the Town had received seven written public comments in support of the Ocean Park zoning changes, with one being difficult to characterize as to whether it was in favor or not.

Karen Madoff - 47 Crested Flycatcher

Ms. Madoff spoke in support of the restoration of the shoreline around the Kiawah bridge, urging the Town's support for what she called an "extremely important endeavor." She had seen aerial photographs and kayaked in the area at low tide, observing that the marsh had regressed and would likely continue to do so without intervention. Ms. Madoff explained that some regression was due to boat wake and king tides, but emphasized that the Town has the means and ability to support the marsh. She described the marshland as "an extremely important habitat" serving as a nursery for shrimp, clams, and tiny fish before they reach the ocean. She noted it was a vital feeding ground for shorebirds. She emphasized that supporting the marsh would help prevent island flooding and was vital for the overall health of the island.

VI. Presentations

A. Human Resources Presentation by Demie Garcia, FGP HR Consultant

Mayor Belt introduced Demie Garcia from FGP (Find Great People), the Town's HR consultants. He noted that she and her colleagues had been working with the Town over the past year and had spent considerable time with Ms. Garcia and Ms. Katheryn Jeremiah on various projects to ensure the Town's HR policies and procedures were appropriate. While the Council had previously acted on a substantial revision to the HR Policies and Procedures Manual, Mayor Belt noted this "only scratches the surface" of their work. He explained that Council Members had requested additional information regarding the overall compensation and benefits program, as the Town had previously looked at benefits issues on a one-off basis without a broader context. The work with FGP aimed to examine the compensation benefits program both in aggregate and in individual components to compare with the marketplace.

Ms. Garcia began her presentation by outlining what would be covered: retention as it relates to the town, market pay compensation, the benefits program, the total compensation package, and recommendations. She explained that FGP had come to the Town following an engagement survey, with the Council approving HR support to be a voice for employees. They began with "get to know you" or stay interviews to build relationships, making employees feel comfortable reaching out.

Ms. Garcia detailed the various initiatives undertaken, including HR 101 training for leadership, DISC profile personality assessments for the entire staff to improve workplace communication across five generations, revision of the performance evaluation process with streamlined forms, updating the employee handbook, conducting benchmarking and compensation studies, compliance and personnel audits, implementing background checks for all positions, conducting exit interviews, revising the tuition reimbursement policy, and establishing a medical leave process for employee privacy.

Regarding retention, Ms. Garcia presented turnover data showing the Town's current rate at 7.1%, which she characterized as healthy, noting that a rate of around 10% is considered healthy. She explained that the national turnover rate is 13.5%, with many companies falling between 12% and 20%. South Carolina governmental agencies have significantly higher rates. She emphasized that

the Town's low turnover rate indicated they were doing many things right, though the goal remained to ensure all employees were heard and the workplace was desirable.

For the market study, Ms. Garcia explained they had compiled data from multiple sources, including the Municipal Association of South Carolina, Economic Research Institute, and Evergreen. The process involved reviewing each position's duties and responsibilities, establishing appropriate pay ranges, and placing positions in grades. Their findings indicated that some exemption classifications required adjustments in line with FLSA guidelines, with shifts in market rates for certain positions, and nearly all incumbents fell within their appropriate salary ranges. They recommended five exemption classification changes and six positions for grade elevation.

Ms. Garcia explained the Town's pay-for-performance philosophy for salary adjustments, which considers both performance reviews and position within the pay range. She provided a detailed example using a position with a \$50,000 midpoint, showing how employees at different points in the range would receive different percentage increases based on performance. For employees above the range maximum, she explained, they would receive lump sum bonuses rather than base pay increases to maintain equity. Council Member Spencer asked clarifying questions about lump sum payouts and promotions, with Ms. Garcia confirming that promotions would be evaluated based on the new position's range rather than penalizing internal candidates.

Moving on to benefits, Ms. Garcia reviewed the Town's offerings, noting that 12 holidays were in line with best practices, and paid time off was "at or above other organizations." She explained that leave of absence benefits, including bereavement, FMLA, jury duty, military leave, and parental leave, were competitive. Recently, the Town changed to paying 100% of medical, prescription, dental, and vision insurance for employees, which Ms. Garcia characterized as an excellent benefit. She explained that this approach aligns with current trends of paying for employee coverage rather than families, ensuring fairness across all employees. Other benefits offered at no cost to the employee are the Employee Assistance Program, tuition reimbursement, training, conferences, workman's compensation, and discretionary awards.

Ms. Garcia detailed the retirement benefits, noting the Town contributes over 18% to the SC Retirement System, offers retiree health insurance, and provides an optional 401(k) or 457(b) plan matching up to \$3,000. She presented a total compensation example showing that an employee, at a base salary of \$60,000, when including standard benefits, has a total compensation cost of \$82,500, representing 1.38 times base pay, which falls at the high end of the typical 1.25% - 1.4% range.

Ms. Garcia's recommendations included evaluating salary data for market shifts at least every other year, reviewing the 401(k) and 457(b) plan structure, reviewing supplemental benefit offerings before the next cycle, developing a list of partner discounts for wellness initiatives, and conducting another engagement survey.

Mayor Belt stated that, from an administration standpoint, he wanted to make sure that the Town is well compensating its employees. After pointing out some comparisons of the Town's benefits to the public and private sector, he felt the Town had a solid overall benefits and compensation program, which may be reflected in a very low turnover relative to most other organizations in the public and private sector.

During the discussion, Council Member Farrell asked about 401(k) matching standards, with Ms. Garcia noting the private sector typically offers a 100% match on the first 3-5% of contributions. Mayor Belt clarified this was for private sector employers not offering defined benefit (DB) plans. Council Members noted the state-mandated 18% DB contribution plus a 401(k) contribution was "incredibly unusual in today's marketplace." Further discussion revealed that, surprisingly, many Town employees don't participate in the 401(k) or 457(b) match, leaving "free money on the table," partly because they're already contributing to the mandatory state retirement system.

Council Member Spencer raised the consideration of Kiawah's high cost of living and commute distances as factors in attracting and retaining talent.

Council Member Farrell requested the total compensation pie chart be shown again, expressing appreciation for the analysis he had requested six months prior. He noted the 1.4x multiplier aligned with his management experience and emphasized to staff that the 401(k) match

represented a 100% return on investment. Ms. Garcia confirmed they would create individualized two-page summaries for each employee showing their total compensation.

VII. Updates

A. Mayor

Mayor Belt wished everyone a safe and enjoyable 4th of July holiday, emphasizing safety for drivers, pedestrians, and bicyclists. He noted the Town would be closed on Friday and reminded residents that personal fireworks use is prohibited.

Mayor Belt reported that both the Town and KICA had emphasized speed enforcement due to recent accidents, including car-to-car collisions, cars running off the road, and bicycle-car incidents. The Town installed three new speed monitoring devices - two on Kiawah Island Parkway near the Mingo curve and one on Beachwalker Drive. Data revealed that people consistently drove over posted limits, although the monitors had a salutary effect when lights flashed.

Mayor Belt discussed the revised relationship with the Charleston County Sheriff's Office, noting productive meetings with newly elected Sheriff Carl Ritchie. A new Memorandum of Understanding has been worked out addressing issues with off-duty deputy coverage. While Sheriff Ritchie committed to enhanced regular duty service, the cost for off-duty coverage had increased dramatically from \$45/hour two years ago to \$84/hour currently, despite initially being quoted \$61.60, which other municipalities are currently being charged. Due to the increased cost, the Town was easing into a new system with coverage on Fridays, Saturdays, Sundays, and holiday weekends.

Regarding boardwalks, Mayor Belt reported KICA had installed a platform at Boardwalk 38 to reduce the last step size and was undertaking an engineering review to transition back to a ramp this fall. He reminded everyone that the Town doesn't dictate whether beach entry is via stairs or ramps, only requiring structures to extend no more than 10 feet onto the active beach. He addressed one resident's threat to file ADA charges, explaining that Title II applies to municipally owned facilities, and these are private boardwalks covered under Title III.

The Mayor noted ongoing landscaping and tree work on Kiawah Island Parkway and Beachwalker Drive, with new plant materials to be installed in the fall after irrigation repairs. He mentioned continuing inquiries about gate traffic delays, which were primarily due to Saturday check-in operations beyond the Town's control.

B. Council Members

Mayor Pro Tem Berner, as the Public Safety Committee Chairman, warned about increased visitors and children darting in front of vehicles at stop signs, urging drivers to slow down at bike path crossings and to stop at intersections.

Mayor Pro Tem Berner reported on the following:

- CERT participated in the Swim Across America event on June 7th with 12 CERT Team members watching for distressed swimmers with no casualties.
- As a turtle patrol member, he noted nests were "significantly down this year" with predation "way up," expressing concern about the combination.
- His participation in:
 - June 5th infrastructure meeting on cell towers,
 - June 11th environmental meeting on marsh management and shoreline protection,
 - June 27th cultural facility proposal review, narrowing candidates from eleven to six for interviews.

Mayor Pro Tem Berner also reported that he had surveyed boardwalks and communicated with KICA about needed adjustments.

Mayor Belt clarified that predation levels were consistent with previous years, according to senior staff. However, Mayor Pro Tem Berner maintained that the percentage of predated nests was higher due to fewer total nests.

Council Member Farrell briefly noted that the SATAX approvals, which had been delayed from last month, were addressed in the Ways and Means Committee meeting with satisfactory resolution.

Council Member Spencer thanked Mayor Pro Tem Berner for mentioning cell towers, noting the Planning Commission would review the zoning ordinance the next day, for Council review and First Reading in August.

Council Member Spencer reported on the following:

- FirstNet implementation for improved emergency communications, with Barrier Island Ocean Rescue's transition occurring today to ensure improved coverage for the July 4th holiday.
- His support for adding language to the beach ordinance encouraging ramp use, where site conditions allow, enhances accessibility.
- After experiencing a neighborhood noise issue, there was a need for improved clarity in the current noise ordinance. Noting that Mayor Belt has been working on a draft of an improved ordinance, he encouraged expediting Council consideration.
- Suggested addressing concerns about sail carts again seen operating at speeds higher than ordinances allow.
- Thanks to Infrastructure Committee members Brad McIlvain, Phil Mancusi-Ungaro, and Dave DeStefano for their work on cell towers since December.
- Potential presentation to the Council by Phil Mancusi-Ungaro, on alternative approaches to SGA pesticide use.
- Efforts with Council Member Kaye to reinvigorate exploring the establishment of No Wake Zones on the Kiawah River for safety.
- The Infrastructure Committee had a productive meeting and presentation from Berkeley Electric, with Comcast scheduled for August.

Mayor Belt acknowledged Council Member Spencer's leadership of the recently reconstituted Infrastructure and Public Works Committee, noting their heavy workload, including cell coverage, utility provider relationships, and upcoming utility franchise ordinance development.

C. Administrator

Ms. Tillerson announced and provided updates on several items:

- Reminder of the upcoming Food Truck Friday on July 18th from 11 AM to 2 PM.
- Thank you to Council Members Spencer and Kaye for participating in the staff committee working on updating the Town's website. The new website is expected to be launched in the fall.
- The recent email migration from .org to .gov.
- The Planning Commission is meeting on Wednesday at 1:00 PM to review the Kiawah Next Comprehensive Plan and potentially make a recommendation to Council. She encouraged the public to participate.
- The Mayor has signed four of six on-call engineering contracts approved by the Town Council.

Mr. Harris provided updates on significant public safety incidents.

- On June 11th, beach patrol and first responders rescued a 14-year-old autistic juvenile approximately 450 yards from shore, reuniting him with his parents after 30-45 minutes.
- On June 15th, code enforcement and medical personnel handled an after-hours medical call where a male was unresponsive; after treatment, CCSO investigated and arrested him for overdose.
- On June 24th, a vehicle crashed into the Harris Teeter, with the driver transported for injuries.
- On June 29th, two missing juveniles last seen at Boardwalk 32 were located after an hour.

Mr. Harris emphasized the excellent collaboration between the Town's public safety department, KICA security, and resort security in resolving these incidents. He also reported 18 dog leash violations for the month: 14 verbal warnings, two citations, and two written warnings.

Council Member Farrell asked for clarification about the water rescue, confirming the child was floating and parents were attempting a rescue when Beach Patrol intervened via jet ski.

Regarding the Harris Teeter incident, Mayor Belt, who was on scene shortly after, clarified that the vehicle hit the rightmost pillar near the self-checkout after accelerating from a handicapped space.

VIII. Old Business

None

IX. New Business

- A.** To Consider Approval of **Ordinance 2025-10** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. - Zoning, Division 3 - Use Regulations and Section 12-374- Definitions to refine and regulate uses which are compatible with the purpose of that district, with or without conditions, or to restrict uses – **Public Hearing and First Reading**

Mr. Taylor presented the proposed zoning text amendment to the land use and zoning ordinance, specifically Division 3 on use regulations. The amendment eliminated several commercial retail uses as a by-right category or a conditional use, removed residential uses from the community support category, incorporated conditional use labeling for the Parks and Recreation-OC zoning district, and qualified parking areas not associated with proposed developments. Additionally, language was amended in the fences and pool sections to accommodate newer standard practices in the development and permitting process.

Mayor Belt provided context that this stemmed from discussions with Planning Commission members to reset the use table, which had been adopted from Charleston County. Many by-right uses appropriate for the broader county were not suitable for Kiawah, such as allowing a Home Depot in Freshfields Village.

Council Member Spencer moved to enter into the Public Hearing. Mayor Pro Tem Berner seconded the motion, and it passed unanimously.

During the Public Hearing, Council Member Farrell asked Mr. Permar about changes affecting Ocean Course properties. Mr. Taylor clarified the changes being made, that existing conditions for PR-OC were being moved to the conditional use category, with the condition being "dwelling units may be attached to and integrated with non-residential buildings, but shall be no more than four dwelling units in a building." Mr. Permar stated that he was supportive of the change.

Council Member Farrell moved to exit the Public Hearing and return to the Regular Session. Mayor Pro Tem Berner seconded the motion, and it passed unanimously.

Council Member Farrell moved to approve the Planning Commission's recommendation and the first reading of Ordinance 2025-10. Council Member Spencer seconded the motion.

During the discussion, Council Member Berner suggested adding "pickleball courts" to "tennis courts shall not be constructed" in Section 12-103, and to add a prohibition on their allowance on private property. He later expanded this to include padel courts and expressed concerns with noise and vegetation removal.

Council Members further discussed the standards that would apply to the construction of a court and accessory structure, noting that the restrictions on what accessory structure can be built reside in Section 12-104. Mayor Belt suggested referring this to the Planning Commission to review and make a recommendation regarding accessory structures rather than addressing it immediately.

Mr. McQuillin noted this issue had arisen in other coastal municipalities with noise-related lawsuits concerning pickleball courts. If the change were made today, it would be substantial enough to refer to the Planning Commission for another review and recommendation before a second reading.

Council Member Farrell asked for clarification on whether "bays" meant pumps or car spaces. The Council Members extensively discussed fuel bay limitations, with confusion over counting methods. After determining the General Store has two pumps serving four cars total and the Freshfields station has four pumps serving eight cars, they agreed on language specifying "four bays servicing eight cars at one time."

Additional discussion covered clarifying metal fencing materials to exclude chain link and ensuring temporary buildings and special events sections had consistent restoration requirements.

Council Member Farrell moved to direct staff to make three changes: defining the number of fuel bays as four bays serving eight cars, prohibiting chain link fences while allowing temporary construction fencing, and making language consistent on page 20 around temporary buildings and storage areas. Council Member Spencer seconded the motion, and it was passed unanimously.

The underlying motion to approve the Planning Commission's recommendation and the first reading of Ordinance 2025-10, as amended, was passed unanimously.

- B.** To Consider Approval of **Ordinance 2025-11** - An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance Pursuant to Existing Ordinance 2023-23 Removing the 2013 Amended and Restated Development Agreement From the Zoning Code as an Appendix and Clarifying the Setback Standards – **Public Hearing and First Reading**

Mr. McQuillin explained that this ordinance clarified ambiguous language from the repealed Ordinance 2013-14, which incorporated the 2013 Amended and Restated Development Agreement (ARDA) into the Town's Zoning Code. The intent was for sites developed before the ARDA expiration to use ARDA setbacks, while undeveloped sites would use base zoning setbacks. Ordinance 2025-11 clarified this to reflect the intent properly.

Mayor Pro Tem Berner moved to enter into the Public Hearing. Council Member Spencer seconded the motion, and it was passed unanimously.

No public comments were offered.

Mayor Pro Tem Berner moved to exit the Public Hearing and return to the Regular Session. Council Member Farrell seconded the motion, and it was passed unanimously.

Mayor Pro Tem Berner moved to approve the Planning Commission recommendation. Council Member Farrell seconded the motion.

Mr. Taylor pointed out that the motion to approve the Planning Commission recommendation would not include the revised version as presented today.

Mayor Pro Tem Berner withdrew his motion, and Council Member Farrell withdrew his second.

Mayor Pro Tem Berner moved to approve the first reading of Ordinance 2025-11 as presented. Council Member Spencer seconded, and it was passed unanimously.

- C.** To Consider Approval of **Ordinance 2025-12** - An Ordinance to Amend the Town of Kiawah Island Comprehensive Plan – Land Use Element Future Land Use Categories and – Comprehensive Plan Map IX.2, Future Land Use; to Change the Future Land Use Designation for the Subject Parcels within or Near the Ocean Park Neighborhood – **Public Hearing and First Reading**

- D.** To Consider Approval of **Ordinance 2025-13** - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning, Article II. – Zoning, Division 2. – Zoning Map/Districts, Section 12-62. – Zoning Map by Rezoning the Subject Parcels Located within or Adjacent to the Ocean Park Neighborhood – **Public Hearing and First Reading**

Mr. Vincent presented both the comprehensive plan amendment and rezoning pertaining to the subject parcels located in and around the Ocean Park neighborhood. The Town was the applicant, responding to a letter from the HOA requesting the rezoning.

Mr. Vincent presented proposed future land use and rezoning maps, stating that the request aimed to rezone parcels from R-2 to R-1 residential zoning for all platted single-family residential home sites to reflect existing and anticipated construction patterns better. Properties not designated as single-family residential were recommended for rezoning to the most compatible district or retaining current zoning. It was noted that the request was presented to the Planning Commission at the June 4th meeting and unanimously approved the staff's recommendations with a few modifications, which are now reflected in the presented zoning map.

Council Member Farrell questioned the differences between R-1 and R-2, with Mr. Vincent explaining that R-1 is strictly single-family, while R-2 allows duplexes and townhomes. Additional differences include lot sizes and coverage requirements, with R-2 allowing 50% lot coverage for lots under 8,000 square feet versus 40% in R-1. The rezoning targeted smaller lots, particularly those

between 8,000 and 11,999 square feet, where side setbacks had increased from 10 feet under the ARDA to 15 feet, and would return to 10 feet with the rezoning.

Mr. McQuillin noted this would resolve one of the BZA pieces of litigation involving the Town.

Mayor Pro Tem Berner moved to enter the Public Hearing for both Ordinances 2025-12 and 2025-13. Council Member Spencer seconded the motion, and it passed unanimously.

No additional public comments were offered beyond earlier support.

Mayor Pro Tem Berner moved to exit the Public Hearing and return to the Regular Session. Council Member Spencer seconded the motion, and it passed unanimously.

Mayor Pro Tem Berner moved to approve the first reading of both Ordinance 2025-12 and Ordinance 2025-13. Council Member Spencer seconded the motion.

Council Member Farrell questioned the "civic and institutional" designation, with Mr. Vincent clarifying it was a future land use designation equivalent to the CS (Community Support) zoning designation. Discussion revealed confusion between land use and zoning designations, with Planning Director Taylor explaining land use provides broad direction for comprehensive planning while zoning provides specific development standards.

Council Member Berner asked about the purple area on the map, which was identified as Kiawah Island Utility property north of the Resort's maintenance yard, and the two smaller purple areas were identified as pump stations in response to Council Member Farrell's question.

Following the discussion, the motion to approve both ordinances on first reading passed unanimously.

E. To Consider Approval of Ordinance 2025-14 – Amending Procurement Policy Ordinance – First Reading

Mayor Belt explained two amendments to the procurement policy. First, closing gaps in approval authority between staff's authority and items going to council, specifically for unbudgeted items between \$5,000-\$10,000 (mayor approval) and \$10,000-\$20,000 (mayor plus one council member), and second, adding an exception for artistic services since competitive bidding doesn't work for specific performers.

Mayor Pro Tem Berner moved to approve the first reading of Ordinance 2025-14, amending the Procurement Policy. Council Member Farrell seconded the motion, and it was unanimously approved.

F. To Consider Approval of the Fiscal Year 2025/2026 SATAX - State Accommodations Tax Funding Amounts

Council Member Farrell stated that last month, the Council voted to table the approval of the SATAX funding amounts, sending those back to the Ways and Means (W&M) Committee. He reported that the W&M Committee had reviewed all requests individually that morning, examining each organization's location, financial status, and use of funds. Also considered were the SATAX Committee recommendation and the W&M Chairman's recommendation. The Ways and Means Committee also reviewed the funding request from the Town and CVB, recommending funding allocations to: CVB (\$902,870), Town (\$1,348,779), and outside organizations (\$1,439,850), with \$118,984 unallocated from the \$3.1 million total.

Mayor Pro Tem Berner moved to approve the Ways and Means Committee SATAX funding recommendations. Council Member Spencer seconded the motion.

Council Member Berner noted he attended, as a non-voting member, the W&M Committee's 1.5+ hours of rigorous line-by-line review and found all appropriations well thought out and appropriate.

Council Member Spencer appreciated having applicants present for real-time discussion and expressed frustration about funding Freshfields events. At the same time, a restaurant space remained empty for nearly a year, though acknowledging the Town couldn't tie the funding to filling the space.

Council Member Farrell noted the process revealed needs for improvement, including pre-clearing for statutory requirements, clarifying geographic boundaries for funding eligibility, and improving the voting process transparency, with plans to return to the Council with charter adjustments before the fall.

Mayor Belt noted that the W&M Committee accepted the recommendations of the SATAX committee regarding the Town's and CVB's allocations and made a few changes to some of the outside organizations. Two are not recommended for any funding based on the view that the funding request did not meet the statutory requirements.

Following the discussion, the motion to approve the Fiscal Year 2025/2026 SATAX Funding Amounts was passed unanimously.

X. Citizens' Comments

Maura McIlvain - 146 Blue Heron Pond Road

Ms. McIlvain returned to thank the Council for separating accessory dwelling units from accessory structures in the ordinance, appreciating the thoughtfulness. She added comments on cell towers from her professional perspective, noting that while the Town found "willing partners" in cell tower and service providers working toward solutions, she cautioned about liability concerns, stating the Town had "lost sovereign immunity" and warning about limited liability under the South Carolina Tort Claims Act.

Sean Cannon – Kiawah Conservancy

Mr. Cannon thanked the Council for SATAX funding for the Kiawah River Bridge Living Shorelines Project.

Brad McIlvain - 146 Blue Heron Pond Road

Mr. McIlvain raised concerns about the ARB (Architectural Review Board) approval process, particularly the lack of verification at project completion. He noted that while robust processes exist for initial approvals requiring ARB sign-off before Town permits, there's no check to see whether construction matches approved plans. He cited examples of homes built with conditioned space exceeding ARB approvals and suggested a more robust end-of-process review, possibly referring discrepancies back to the ARB.

Council Member Farrell noted the Town has rigorous building inspections, but clarified the Town has no authority over ARB matters. Mr. McIlvain argued that building permits are issued for specific-sized buildings with designated conditioned space, and discrepancies should be caught. He recounted speaking with an inspector who said setbacks were not his responsibility, only safety issues.

Mayor Belt acknowledged there had been internal communication issues between departments that needed improvement. He clarified that building inspections ensure building code compliance while the zoning administrator handles setbacks and lot coverage requirements. The discussion revealed that as-built surveys are not currently required for certificates of occupancy.

Building Official Bruce Spicher suggested creating an ordinance requiring as-built surveys, with Council Members expressing their support. Mayor Belt noted the ARB may require as-built surveys and agreed to explore voluntary compliance before considering an ordinance.

XI. Executive Session

- A.** Pursuant to S.C. Code Ann. § 30-4-70(a)(2), to Receive Legal Advice Protected by the Attorney-Client Privilege Concerning Pending Litigation and Proposed Property Purchase, and concerning matters related to Captain Sam's Spit.

Upon Returning to Open Session, the Council May Take Action on Matters Discussed in Executive Session.

Mayor Pro Tem Berner moved to enter Executive Session pursuant to S.C. Code Section 30-4-70(a)(2) to receive legal advice regarding pending litigation, proposed property purchase, and matters related to Captain Sams Spit. Council Member Farrell seconded the motion, and it passed unanimously.

Council Member Berner moved to exit the Executive Session and return to the Regular Session. Council Member Spencer seconded the motion, and it passed unanimously.

Mayor Belt noted no actions were taken or decisions made in Executive Session except for a forthcoming motion.

Council Member Farrell moved to approve the settlement of a pending litigation matter as discussed during the Executive Session. Council Member Spencer seconded the motion, and it passed unanimously.

XII. Council Member Comments

No Council Members offered additional comments.

XIII. Adjournment

Mayor Belt adjourned the meeting at 4:02 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Date

DRAFT



TAB 2

TOWN COUNCIL

Agenda Item

Town of Kiawah Island Zoning Ordinance Amendment Request
Case AZO25-000007 Case History

Planning Commission Meeting: June 4, 2025
Public Hearing and First Reading: July 1, 2025
Second Reading:

CASE INFORMATION

Applicant: Town of Kiawah Island

Application: Request to amend the existing Ordinance 2023-23 which removes the 2013 Amended and Restated Development Agreement as an appendix to the zoning code to refine intent and setback standards.

Key Factors of the Proposed Ordinance:

The proposed amendment clarifies the intent of the ordinance, particularly the setback standards for developed and undeveloped lands at the time of the expiration of the 2013 Amended and Restated Development Agreement.

RECOMMENDATION BY THE PLANNING COMMISSION

Pursuant to §12-158(3) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment."

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-158(5) of the *Land Use Planning and Zoning Ordinance* "After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

APPROVAL CRITERIA

Pursuant to §12-158(6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;
- b. The proposed amendment is consistent with the purposes and intent of this article;
- c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;

d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

PLANNING STAFF REVIEW

The proposed changes to the use regulations are consistent with the land use patterns with the Town of Kiawah Island.

Planning staff finds the proposed amendment satisfies the approval criteria pursuant to §12-158(6) and recommends approval.

PLANNING COMMISSION MEETING JUNE 4, 2025

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

Planning Commission reviewed and recommended approval of the proposed ordinance with minor changes by a vote of 6 to 0.

TOWN COUNCIL MEETING PUBLIC HEARING AND FIRST READING

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-11

**“AN ORDINANCE TO AMEND CHAPTER 12 - LAND USE PLANNING AND ZONING
ORDINANCE CLARIFYING THE KIAWAH ISLAND PROPERTY SETBACK STANDARDS.”**

WHEREAS, Ordinance 2023-23, approved and adopted on November 28, 2023, removed the 2013 Amended and Restated Development Agreement as an appendix from Chapter 12- Land Use Planning and Zoning Ordinance, but kept in place the Kiawah Island Property Setback Standards Appendix; and

WHEREAS, this ordinance affirms the setback standards for platted and developed properties prior to December 4, 2023, for properties listed and identified by **Exhibit A**, “Kiawah Island Property Setback Requirements Appendix” attached thereto; and

WHEREAS, subject properties not listed and identified in **Exhibit A** “Kiawah Island Property Setback Requirements Appendix” and developed subsequent to December 4, 2023 or previously subject to the 2013 Amended and Restated Development Agreement or any prior development, would be subject to the setback standards pursuant to the setback standards of the respective base zoning district set forth in the Town of Kiawah Island Land Use Planning and Zoning Ordinance as amended; and

WHEREAS, the Planning Commission provided a recommendation on June 4, 2025, at which time a presentation was made by staff, and an opportunity was given for the public to comment on the amendment request; and

WHEREAS, the Town Council held a Public Hearing on July 1, 2025, providing the public an opportunity to comment on the proposed amendment.

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

Section 1 Purpose

The purpose of this Ordinance is to clarify setback standards, subsequent to the removal of the 2013 Amended and Restated Development Agreement from the Zoning Code as an appendix, and to clarify the applicable setback standards for both developed and undeveloped properties prior to December 4, 2023.

Section 2 Ordinance

- (a) The Town hereby affirms setback standards for the listed and identified properties as attached hereto and incorporated herein by reference, Kiawah Island Property Setback Requirements Appendix as “**Exhibit A**”.

Section 3 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property,

circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4 **Effective Date and Duration**

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5TH DAY OF AUGUST 2025.

Bradley D Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: July 1, 2025

Public Hearing: July 1, 2025

2nd Reading: August 5, 2025

KIAWAH ISLAND PROPERTY SETBACK REQUIREMENTS APPENDIX

The setbacks provided herein shall apply for all listed and identified properties. All other lots not listed, which are developed subsequent to December 4, 2023, shall be subject to the Town of Kiawah Island's Land Use Planning and Zoning Ordinance Development Regulations. Prior to any development the applicant shall confirm with the Planning Department the subject property's setback standards.

PROPERTIES FOR EXHIBIT INCLUSION

Setbacks R-1 without graphics

Name	Page	Lots
Airy Hall (Developed Lands)	2	1 - 27
Amaranth Rd-Patio Lots(Developed Lands)	3	402 - 420
Angler Hall (Developed Lands)	3	1 - 15
Anhinga Court (Sparrow Pond)(Developed Lands)	3	1040 -1046
Arrowhead Hall(Developed Lands)	3&4	16 - 25
Atlantic Beach Court(Developed Lands)	4	1 - 41
Augusta National (Developed Lands)	5	135 - 235
Avocet lane(Developed Lands)	5	1 - 15
Bally Bunion(Developed Lands)	6	181 - 198
Baldpate Court (Night Heron Cottages)(Developed Lands)	7	80 - 87
Bank Swallow(Night Heron Cottages)	7	49 - 89
Bass Creek Lane(See Graphics Also)(Undeveloped Lands)	7&8	91 - 101
Belmeade Hall (Inlet Cove)(Developed Lands)	8&9	63 - 108
Belted Kingfisher Rd(Developed Lands)	9	182 - 200
Berkshire Hall (Developed Lands)	9	26 - 38
Bittern Court (Developed Lands)	10	77 - 85
Black Duck Court (Developed Lands)	10	555 - 558
Bluebill Court (Developed Lands)	10	156 - 169
Blue Heron Pond Rd (Undeveloped Lands)	11	See Graphics
Broomsedge Lane (Developed Lands)(Patio Lots)	11	138 - 147, 148 -155
Bufflehead Drive (Developed Lands)	11	1 - 32, 86-89, 110-130, 155, 500-547, 552-554, 559, 564-565
Bulrush Lane (Night Heron Cottages) (Developed Lands)	13	26 - 43
Burroughs Hall (Developed Lands)	13	28 - 55

Catbriar Court (Developed Lands)	14	327-335
Cedar Wax Wing (Undeveloped Lands)	14	See Graphics
Clay Hall (Developed Lands)	14	56 - 73
Cormorant Island (Undeveloped Lands)	14&15	21 - 31
Conifer Lane (Developed Lands)	15	120 - 137
Cordgrass Court (Developed Lands)	15	255 - 260
Cotton Hall (Developed Lands)	15&16	39 - 55
Crested Flycatcher (Developed Lands)	16	43 - 51
Curlew Court (Developed Lands)	16&17	761 - 767
Diodia Court (Sparrow Pond) (Developed Lands)	17	1093 - 1096
Doral Open (Developed Lands)	17	259 -281
Duneside Rd (Sparrow Pond Cottages) (Developed Lands)	17	1090 - 1092
Dungannon Hall (Developed Lands)	17&18	74 - 87
Eugenia Avenue (Developed Lands)	18&19	1A-1B & 2-17, 19 & 21 - 41, 43A, 43B, 44A & 44B, 45 -60, 61A&B, 63A&B, 65, 67, 69, 71, 73, 75, & 77
Evening Bend (Inlet cove) (Developed Lands)	19	14 -18
Falcon Point (Undeveloped Lands)	19&20	1 -19, 20A&B, 65 - 67
Fiddlers Reach (Oceanwoods)(Developed Lands)	20	468 - 486
Fish Hawk Lane(Developed Lands)	20	220 - 225, & 229 - 240
Fletcher Hall (Developed Lands)	20&21	56 - 72
Flying Squirrel Court (Greenslake)(Developed Lands)	21	1201 - 1216
Flyway Drive (Developed Lands)	21-23	18 - 21 & 100 - 114, 120 - 173
Flyway Drive (Developed Lands)	24	174 - 180
Forestay Court (Developed Lands)	24	66 - 81
Friendfield Hall (Developed Lands)	24&25	88 - 91 & 96 & 97
Gladwall Lane (Developed Lands)	25	131 - 134 & 154
Gallinule Court (Sparrow Pond Cottages) (Developed)	25	1060 - 1071
Glen Abbey (Developed Lands)	25&26	173 - 189, 200 - 217, 229 - 254

Glen Eagle (Developed Lands)	27	312 - 328
Glossy Ibis Lane (Developed Lands)	27	700 - 719, 741- 760 & 768
Goldeneye Drive (Undeveloped Lands)	27&28	90 - 109
Goldenrod Court (Developed Lands)	28	50 - 59
Governor's Drive (Developed Lands)	28&29	1 - 8, 45 - 49, 60, 61, 72 - 76, 96 - 98 108 - 114, 131 - 136, 154 - 160, 170 - 178
Governor's Drive (Developed Lands)	30	179, 191 - 195, 250, 251 - 268, 281 - 285, 331 - 351, 387 - 390
Green Meadow Lane (Undeveloped Lands)	31	See Graphics
Green Winged Teal Rd (Developed Lands)	31	375 - 401
Greensward Rd (Developed Lands)	31&32	1 - 31, 39 - 42, 52
Grey Widgeon Court	32	See Graphics
Hooded Merganser (Developed Lands)	32	136 - 147
Horned Grebe Court (Developed Lands)	32	201 - 207
Jackstay Court (Developed Lands)	32&33	82 - 99
Kiawah Beach Drive(Greenslake) (Developed Lands)	33	1230 - 1237
Kiawah Island Club Drive (Undeveloped Lands)	33	See Graphics
Kill-Dee Court (Developed Lands)	34	225 - 228
Kings Island (Developed Lands)	34	219 - 228
Low Oak Woods Rd (Developed Lands)	34	325, 326, 336 - 353, 373, 374
Marsh Cottage Lane (See Graphics)(Undeveloped Lands)	35	20 - 31
Marsh Cove Rd (See Graphics)(Undeveloped Lands)	35	285 - 303
Marsh Edge Lane (Developed Lands)	36	22 - 40
Marsh Elder Court (Developed Lands)	36	98 - 108
Marsh Hawk Lane - Patio Lots (Developed Lands)	37	160 - 185
Marsh Island Drive (Developed Lands)	37	161, 168 - 174 & 190
Marsh Island Drive - Patio Lots - Wall on Left	37	162-167
Marsh Island Drive - Patio Lots - Wall on Right	37	175 - 189
Marsh Wren Court (See Graphics)(Undeveloped Lands)	38	21 - 27

Masters Court (Developed Lands)	38	282 - 293
Muirfield Lane (Village at Turtle Beach)(Developed Lands)	38	42 - 48
Needlerush Court (Developed Lands)	39	202 - 204 - 205
New Settlement (See Graphics)(Undeveloped Lands)	39	62 - 69, 73 - 79
Nicklaus Lane (Developed Lands)	39&40	1 - 4, 5 - 13
Ocean Course Drive (Undeveloped Lands)	40&41	0 - 65
Ocean Green Phase I (Undeveloped Lands)	41&42	1 - 13
Ocean Green Phase I(Developed Lands)	42	14 - 26
Ocean Green Phase II (Undeveloped Lands)	42	1 - 18
Ocean Marsh Rd (See Graphics)(Undeveloped Lands)	43	212 - 214, 221- 223
Ocean Oaks (Undeveloped Lands)	43&44	300 - 312, 400 - 405 + 5 others
Old Dock Rd (Developed Lands)	44	487 - 506
Osprey Cottage Lane (See Graphics)(Undeveloped Lands)	45	800 - 805
Osprey Point Lane (Developed Lands)	45	115 - -119, 124
Otter Island Rd (See Graphics)(Undeveloped Lands)	45&46	65 - 79, 88 - 90
Oyster Rake (Developed Lands)	46	530 - 597
Oyster Shell Rd (Undeveloped Lands)	46	See Graphics
Painted Bunting Lane (Developed Lands)	47	32 - 38
Palm Warbler Rd (Developed Lands)	47	303 - 324
Pepper Vine (Developed Lands)	47	70 - 77
Persimmon Court (Developed Lands)	48	62 - 71
Pine Sicken Court (Developed Lands)	48	1220 - 128
Piping Plover (See Graphics)(Undeveloped Lands)	48	586 - -603
Pleasant Valley (Developed Lands)	48&49	100 - 117
Red Bay Rd- Patio Lots (Developed Lands)	49	354 - 372
Red Center Lane (Developed Lands)	49&50	137 - 153
Rett's Bluff Rd (Undeveloped Lands)	50&51	7 - 35, 95 - 99
River Marsh Lane (See Graphics)(Undeveloped Lands)	51	41 - 61, 80 - 82

Royal Beach Drive (Developed Lands)	51&52	1 - 17
Ruddy Duck Court (Developed Lands)	52	560 - 563
Ruddy Turnstone (Developed Lots)	52	289 - 291, 507 - 523
Ryder Cup Lane (Developed Lands)	52&53	190 - 199
Salt Cedar Lane (Undeveloped Lands)	53	28 - 64
Saltgrass Court (Developed Lands)	53	243 - 248
Salt Meadow Cove (Developed Lands)	53/54	277 - 280, 286, 292 - 302
Sanderling Court (Developed Lands)	54	189 - 197
Sand Fiddler Court (Undeveloped Lands)	54&55	200 - 211
Sandwedge Court - Patio Lots (Developed Lands)	55	186 - 194
Savanna Point (See Graphics)(Undeveloped Lands)	55	80, 87, 82 - 86
Scaup Court (Sparrow Pond) (Developed Lands)	55	1020 - 1029
Sea Marsh Drive - Patio Lots(Developed Lands)	55&56	156 - 159
Sea Marsh Drive - Not Patio Lots(Developed Lands)	56	201, 207 - 223, 227 - 229, 239 - 242, 250, 252 - 254, 261 - 264
Sea Marsh Drive (Developed Lands)	56	249, 251, 260, 265 - 268, 287 - 288
Sea Myrtle Court (Developed Lands)	56	224 - 226
Sea Lavender Court (Ocean Woods) (Developed Lands)	56&57	424 - 439
Sea Rocket Court (Ocean Woods) (Developed Lands)	57	440 - 454
Schoolbred Court (Undeveloped Lands)	57	36 - 40, 100, 101
Shoveler Court (Sparrow Pond) (Developed Lands)	57	1050 - 1057
Skimmer Court (Undeveloped Lands)	57	548 - 551
Snowy Egret Lane (Undeveloped Lands)	57&58	400 - 438
Sparrow Hawk Rd (Developed Lands)	58	230 - 238
Spartian Court (Developed Lands)	58	115 - 130
Spotted Sandpiper Court (Developed Lands)	59	70 - 76
Summer Duck Way (Night Heron) (Developed Lands)	59&60	1 - 25, 44 - 48, 59 - 76
Summer Islands Lane (Undeveloped Lands)	60&61	1 - 20
Summer Tanager Court (Developed Lands)	61	269 - 276

Sunlet Bend (Inlet Cove) (Developed Lands)	61&62	19 - 62
Sundown Bend (Inlet Cove) (Developed Lands)	62	1 - 13
Surfscoter Lane - Patio Lots (Developed Lands)	62	1A, B, 2, 3, 86 - 119
Surfsong Rd (Developed Lands)	63-65	1 - 38, 39 - 97
Surfsong Rd (Developed Lands)	66&67	98, 99, 161-172, 255-258, 294-308, 336-345
Surfwatch Drive (Developed Lands)	67	53 - 69
Sweetgrass Lane (Developed Lands)	67	9 - 21
Tollow Tree Lane (Developed Lands)	68	269 - 280
Terrapin Court (Sparrow Pond Cottages) (Developed Lands)	68	1080 - 1085
Terrapin Island (See Graphics) (Undeveloped Lands)	68	1 - 15
Thrasher Court (Sparrow Pond) (Developed Lands)	69	1001 - 1016
Treeduck Court (Developed Lands)	69	148 - 153
Trumpet Creeper (Developed Lands)	69	41 - 44
Turnberry Lane (Developed Lands)	69&70	118-134
Turtle Beach Lane (Developed Lands)	70	1 - 18
Vetch Court (Oceanwoods) (Developed Lands)	70	456 - 467
Virginia Rail Rd (Developed Lands)	70&71	720 - 735, 736A,B,C, 737 - 740
Walker Cup Lane (See Graphics) (Undeveloped Lands)	71	346 - 350
Warbler Court (Sparrow Pond Cottages) (Developed Lands)	71	1030 - 1039
Wax Myrtle Court - Patio Lots (Developed Lands)	71&72	77 - 95
Whimbrell Rd (Undeveloped Lands)	72	566 - 585
Winged Foot (Developed Lands)	72	329 - 335
Woodcock Court (Developed Lands)	72&73	281 - 285
Yellow Throat Lane (Developed Lands)	73	180,181, 208 - 219

AIRY HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Airy Hall)	25 (Airy Hall) 15 (lot 2)	25 (Gov. Dr.)
2	25 (Airy Hall)	15	25 (Gov. Dr.)
3	25 (Airy Hall)	15 (lot 2) 25 (Airy Hall)	20 (lot 4)
4	25 (Airy Hall)	15	25 (Gov. Dr.) 20 (lot 2)
5	25 (Airy Hall)	15	25 (Gov. Dr.)
6	20 (lot 5)	25 (Gov. Dr.) 15 (lot 7)	20 (open space)
7	20 (lot 6)	15	20 (open space)
8-9	25 (Airy Hall)	15	20 (open space)
10	25 (Airy Hall)	15 (lot 9) 20 (open space) 15 (lot 11)	30 (marsh)
11-18	25 (Airy Hall)	15	30 (marsh)
19	25 (Airy Hall)	15 (lot 18) 30 (marsh) 15 (lot 20)	30 (marsh)
20	20 (lot 19)	30 (marsh) 15 (lot 21)	30 (marsh)
21	20 (lot 20)	15	30 (marsh)
22	25 (Airy Hall)	15 (lot 21) 30 (marsh) 15 (lot 23)	30 (marsh)
23	25 (Airy Hall)	15	30 (marsh)
24	25 (Airy Hall)	15	30 (marsh)
25	25 (Airy Hall)	15 (lot 24) 30 (marsh) 15 (lot 26)	20 (open space)
26	20 (lot 25)	20 (open space) 15 (lot 27)	20 (open space) 25 (Gov. Dr.)
27	25 (Airy Hall)	15	25 (Gov. Dr.)

AMARANTH RD - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
402	20 (Amaranth)	5.5 (r. side w/wall) 20 (Green Winged)	10 (lagoon)
403-419	20	3 (r. side w/wall) 7 (l. side)	10 (lagoon/open)
420	20	3 (r. side w/wall) 20 (Green Winged)	10 (open space)

ANGLER HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Angler Hall)	25 (Surfsong Rd) 15 (lot 2)	20 (open space)
2-5	25 (Angler Hall)	15 (lots)	20 (open space)
6	25 (Angler Hall)	15 (lot 5) 15 (open space)	20 (open space)
7	25 (Angler Hall)	15 (lot 8) 15 (open space)	30 (golf)
8-14	25 (Angler Hall)	15 (lots)	30 (golf)
15	25 (Angler Hall)	15 (lot 14) 25 (Surfsong Rd)	30 (golf)

ANHINGA COURT (SPARROW POND) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1040-1042	15	*	10
1043	25	15	20
1044-1046	15	*	10

*Zero lot line homes may be build with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

ARROWHEAD HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
16	25 (Arrowhead Hall)	25 (Surfsong Rd) 15 (lot 17)	30 (golf)
17-20	25 (Arrowhead Hall)	15 (lots)	30 (golf)
21	25 (Arrowhead Hall)	15	30 (golf) 30 (lagoon)
22	25 (Arrowhead Hall)	15	30 (lagoon)

ARROWHEAD HALL (DEVELOPED LANDS) cont.

23	25 (Arrowhead Hall)	15	20 (open space)
24	25 (Arrowhead Hall)	15 (lot 23) 20 (open space) 15 (lot 25)	20 (open space)
25	25 (Arrowhead Hall)	15 (lot 24) 30 (lagoon)	20 (open space)

ATLANTIC BEACH COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	20	7	15
2	15	*	10
3-4	20	7	15
5-8	15	*	10
9-11	25	15	20
12	20	7	15
13	20	7	15
14-19	25	15	20
20	20	7	15
21	15	*	10
22	20	7	16
23	25	15	20
24-26	15	*	10
27	20	7	15
28-31	15	*	10
32	20	5 (lot 33) 10 (Turtle Beach 1)	30
33	20	10	30
34-39	20	15	30
40	20	15	50
41	20	10	50

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

AUGUSTA NATIONAL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
135-141	25 (Augusta Nat.)	15 (lots)	30 (golf)
142	25 (Augusta Nat.) 20 (lot 143)	15	30 (golf)
143	20 (lot 144)	15 (lot 142) 30 (lagoon)	30 (golf)
144	25 (Augusta Nat.)	15	30 (lagoon)
145-150	25 (Augusta Nat.)	15	30 (lagoon) 30 (golf)
151	25 (Augusta Nat.)	15	30 (lagoon)
152	25 (Augusta Nat.)	15	20 (lots 155, 156) 30 (lagoon)
153	25 (Augusta Nat.)	15 (lots 152, 154)	N/A
154	25 (Augusta Nat.)	15 (lots 153, 155)	N/A
155	25 (Augusta Nat.)	15	20 (lots 152, 153)
156	25 (Augusta Nat.)	15	30 (lagoon) 20 (lot 152)
157	25 (Augusta Nat.)	15	20 (lot 158) 30 (lagoon)
158	20 (lot 157)	15 (lots 157, 159)	30 (golf)
159	25	15 (lot 235) 15 (lot 158)	20 (lagoon) 30 (golf)
235	25 (Glen Abbey)	25 (Augusta National) 30 (Lagoon)	20 (Lot 159)

AVOCET LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	30 (Avocet)	25 (Lot 2) 30 (Bufflehead)	30 (lagoon)
2	30 (Avocet)	25	30 (lagoon)
3	30 (Avocet)	25	30 (lagoon) 30 (golf)
4-8	30 (Avocet)	25	30 (golf)
9	30 (Avocet)	25	30 (golf) 30 (lagoon)
10-15	30 (Avocet)	25	30 (lagoon)

BALLY BUNION (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
181 (*)	50	25 (lot 198) 15 (lot 196)	120
182	70	25 (lot 181) 15 (lot 183)	50
183	70	15 (lot 182) 25 (lot 184)	50
184	50	32 (lot 183) 15 (lot 185)	120
185	50	15 (lot 184) 32 (lot 186)	120
186 *	70	25 (lot 185) 15 (lot 187)	50
187	70	15 (lot 186) 25 (lot 188)	50
188	50	32 (lot 187) 15 (lot 189)	120
189 (UNDEVELOPED)	50	15 (lot 188) 32 (lot 190)	120
190	50	30 (lot 189) 10 (lot 191)	50
191	50	20 (lot 190) 20	50
192	50	20 (lagoon) 15 (lot 193)	30 (lot 193)
193	30 (lot 192)	20 (lot 194) 30 (Flyway)	50 (Gov. Dr)
194	See Plat	15 (lot 193) 15 (lot 195)	50
195	50	15	50
196 (*)	50	15 (lot 181) 25 (lot 182)	120
198 (*)	50	15 (Lot 180) 25 (Lot 181)	50

(*) = Setbacks not graphically depicted.

BALDPATE COURT (NIGHT HERON COTTAGES) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
80-82	25	15	20
83	20	7	15
84	25	15	20
85	20	7	15
86	15	*	10
87	25	15	20

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

BANK SWALLOW (NIGHT HERON COTTAGES)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
49	25	15	20
50-51	20	7	15
52-53	25	15	20
54-58	20	7	10
59			
77-78	15	*	10
79	20	7	15
88	20	7	15
89	25	15	20

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

BASS CREEK LANE (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
91	N/A (See Graphic)	30 (marsh) 30 (marsh) 20 (lot 92)	30 (marsh)
92	25	20 (lot's 91 & 93)	20 (marsh)
93	25	20	20 (See Graphic)
94	See Graphic	20	See Graphic
95	50 (See Graphic)	20	30 (marsh)
96	50	20	30 (marsh) (not defined)

BASS CREEK LANE (UNDEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
97	See Graphic	20	30 (marsh) (not defined)
98	See Graphic	20 (lot 97) 30 (marsh) 20 (lot 99/100)	30 (rear) (See Graphic)
99	See Graphic	See Graphic	See Graphic
100	25	20 (Property Line) 20 (lot 101)	20 (See Graphic)
101	See Graphic	See Graphic	See Graphic

BELMEADE HALL (INLET COVE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
63-64	25	15	20
65	20	7	15
66	15	*	10
67-68	20	7	15
69	25	15	20
78	25	15	20
79	15	*	10
80-81	25	15	20
82	20	7	15
83	25	15	20
84	20	7	15
85	25	15	20
86	20	7	15
87	15	*	10
88-91	20	7	15
92-98	15	*	10
99	20	7	15
100	25	15	20

BELMEADE HALL (INLET COVE) (DEVELOPED LANDS) cont.

101-108 20 7 15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

BELTED KINGFISHER ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
182	25 (Belted King)	25 (Yellow Throat) 15 (lot 183)	30 (golf)
183-187	25 (Belted King)	15	30 (golf)
188	25 (Belted King)	15 (lot 187) 25 (Sanderling Ct) 15 (lot 189)	30 (golf)
198-199	25 (Belted King)	15	30 (lagoon)
200	25 (Belted King) 25 (Horned Grebe)	15	30 (lagoon)

BERKSHIRE HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
26	25 (Berkshire Hall)	20 (open space) 15 (lot 27)	20 (open space)
27	25 (Berkshire Hall)	15	20 (open space) 30 (lagoon)
28-29	25 (Berkshire Hall)	15	30 (lagoon)
30	25 (Berkshire Hall)	15 (lot 29) 30 (lagoon) 25 (Berkshire Hall)	20 (open space)
31	30 (lagoon)	30 (lagoon) 15 (lot 32)	30 (golf)
32	25 (Berkshire Hall) 15 (lot 31)	15	30 (golf)
33	25 (Berkshire Hall)	15	30 (golf)
34	25 (Berkshire Hall)	15	30 (golf) 30 (lagoon)
35-36	25 (Berkshire Hall)	15	30 (lagoon)
37	15 (lot 36)	15 (lot 38) 20 (open space)	30 (lagoon)
38	25 (Berkshire Hall) 15 (lot 37)	15 (lot 37) 20 (open space)	20 (open space)

BITTERN COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
77	25 (Bittern)	25 (Surfwatch) 15 (lot 78)	30 (lagoon)
78	25 (Bittern)	15	30 (lagoon)
79-84	25 (Bittern)	15	30 (lagoon)
85	25 (Bittern)	15 (lot 78) 25 (Surfwatch)	30 (lagoon)

BLACK DUCK COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
555	25 (Black Duck) 25 (Bufflehead)	15	30 (lagoon)
556	25 (Black Duck)	15	30 (lagoon)
557	25 (Black Duck)	15	30 (lagoon)
558	25 (Black Duck) 25 (Bufflehead)	15	30 (lagoon)

BLUEBILL COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
156	25 (Bluebill)	25 (Bluebill) 15 (lot 157)	25 (Flyway)
157-158	25 (Bluebill)	15 (lots)	25 (Flyway)
159	25 (Bluebill)	15 (lot 158) 15 (lot 160) 30 (lagoons)	25 (Flyway)
160-161	25 (Bluebill)	15 (lots)	30 (lagoon)
162-167	25 (Bluebill)	15 (lots)	30 (golf)
168	20 (open space)	20 (open space) 15 (lot 167)	30 (golf)
169	25 (Bluebill)	25 (Flyway) 15 (lot 168)	20 (open space)

BLUE HERON POND ROAD (UNDEVELOPED LANDS)

Because of the limited buildable areas, preservation zones, and selective vista clearing zones associated with these lots, please see the graphics.

BROOMSEDGE LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
138	25 (Broomsedge)	30 (lagoon) 15 (lot 139)	20 (lot 139)
139	20 (lot 138)	30 (golf) 15 (lot 140)	30 (golf)
140	20 (lot 141)	15	30 (golf)
141	25 (Broomsedge)	15	20 (lot 140)
142	25 (Broomsedge)	15	20 (lot 143)
143	20 (lot 142)	15	30 (golf)
144	20 (lot 145)	15	30 (golf)
145	25 (Broomsedge)	15	20 (lot 144)
146	20 (lot 147)	15	30 (golf)
147	25 (Broomsedge)	15 (lot 145) 25 (Broomsedge)	20 (lot 146)

Patio Lots

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
148-155	20 (Broomsedge)	3 (r. side w/wall) 7 (l. side)	30 (golf)

BUFFLEHEAD DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Bufflehead)	25 (Flyway) 15 (lot 2)	30 (lagoon)
2-27	25 (Bufflehead)	15 (lots)	30 (lagoon)
28	25 (Bufflehead)	15 (lot 27) 15 (cart path)	30 (lagoon)
29	30 (Bufflehead)	25 (lot 30)	30 (lagoon)
30-32	30 (Bufflehead)	25 (lots)	30 (lagoon)
86	30 (Bufflehead)	25 (lot 87) Lagoon - see plat Bufflehead - see plat	30 (lagoon)
87-89	30 (Bufflehead)	25 (lots)	30 (lagoon)

BUFFLEHEAD DRIVE (DEVELOPED LANDS) cont.

110	25 (Bufflehead)	30 (golf) 15 (lot 111)	30 (golf) 30 (lagoon)
111-113	25 (Bufflehead)	15	30 (lagoon)
114-126	25 (Bufflehead)	15	30 (golf)
127-129	25 (Bufflehead)	15	30 (lagoon)
130	25 (Bufflehead) See Gadwell Lane	25 (golf) 15 (lot 129)	30 (lot 131)
155	25 (Bufflehead)	25 (Flyway Dr) 15 (lot 154)	20 (lots 151, 152)
500	25 (Bufflehead)	15 (lot 501) 30 (lagoon)	30 (lagoon)
501	25 (Bufflehead)	15 (lots 500, 502) 30 (golf)	30 (lagoon)
502	25 (Bufflehead)	15 (lot 501) 15 (cart path)	30 (golf)
503	25 (Bufflehead)	15 (lot 504) 15 (cart path)	30 (lagoon)
504-530	25 (Bufflehead)	15 (lots)	30 (lagoon)
531	25 (Bufflehead)	15 (lot 530) 15 (cart path)	30 (lagoon)
532	25 (Bufflehead)	15 (lot 533) 15 (cart path)	30 (lagoon)
533	25 (Bufflehead)	25 (Gov. Dr) 15 (lot 532)	30 (lagoon)
534	25 (Bufflehead)	15 (lot 535) 25 (Gov. Dr)	30 (lagoon)
535-536	25 (Bufflehead)	15 (lots)	30 (lagoon)
537	25 (Bufflehead)	15 (lot 536) 15 (cart path)	30 (lagoon)
538	25 (Bufflehead)	15 (cart path) 15 (lot 539)	30 (golf)
539-547	25 (Bufflehead)	15 (lots)	30 (lagoon)
552-554	25 (Bufflehead)	15 (lots)	30 (lagoon)
559	25 (Bufflehead)	15	30 (lagoon)
564-565	25 (Bufflehead)	15 (lots)	30 (golf)

BULRUSH LANE (NIGHT HERON COTTAGES) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
26	25	15	20
27-30	20	7	15
31	25	15	20
32-33	20	7	15
34	15	*	10
35-36	20	7	15
37-38	25	15	20
39-43	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

BURROUGHS HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
28	25 (Burroughs Hall)	15 (lot 29)	25 (Gov. Dr.)
29-30	25 (Burroughs Hall)	15	25 (Gov. Dr.)
31	25 (Burroughs Hall)	15 (lot 30)	15 (lot 32)
32	25 (Burroughs Hall)	15 (lot 30-34)	25 (Gov. Dr.)
33	25 (Burroughs Hall)	15 (open space)	25 (Gov. Dr.)
34	25 (Burroughs Hall)	15 (lot 33, 35 open space)	30 (marsh)
35-46	25 (Burroughs Hall)	15	30 (marsh)
47-48	25 (Burroughs Hall)	15	15
49	25 (Burroughs Hall)	15 (open space) 15 (lot 48, 50)	25 (Gov. Dr.)
50-51	25 (Burroughs Hall)	15	25 (Gov. Dr.)
52	25 (Burroughs Hall)	20 (lot 55) 15 (lot 51, 53)	25 (Gov. Dr.)
53	25 (Burroughs Hall)	20 (lot 54)	15 (lot 54)
54	25 (Burroughs Hall)	20 (lot 53) 25 (Burroughs Hall)	15 (lot 55)
55	25 (Burroughs Hall)	15 (lot 54) 25 (Gov. Dr)	20 (lot 52)

CATBRIAR COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
327	25 (Catbriar)	15 (lot 328) 25 (Low Oak)	20 (lot 326) 20 (lot 326)
328-334	25 (Catbriar)	15	30 (golf/lagoon)
335	25 (Catbriar)	15 (lot 334) 25 (Low Oak)	20 (lot 336)

CEDAR WAX WING (UNDEVELOPED LANDS)

Because of the limited buildable areas, preservation zones, and selective vista clearing zones associated with these lots, please see the graphics.

CLAY HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
56	20 (Clay Hall)	20 (Clay Hall) 10 (lot 57)	25 (Gov. Dr)
57	20 (Clay Hall)	10	25 (Gov. Dr)
58	20 (Clay Hall)	10	25 (Gov. Dr)
59/60 (combined lot)	20 (Clay Hall) 20 (lot 58)	10 (lot 61) 25 (Gov. Dr)	15 (open space)
61-62	20 (Clay Hall)	10	15 (open space)
63	15 (lot 62)	15 (open space) 10 (lot 64)	30 (marsh)
64-68	20 (Clay Hall)	10	30 (marsh)
69	15 (lot 70)	10 (lot 68) 15 (open space)	30 (marsh)
70-72	20 (Clay Hall)	10	15 (open space)
73	20 (Clay Hall)	10 (lot 72) 25 (Gov. Dr)	15 (open space)

CORMORANT ISLAND (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
21	See Graphics	See Graphics	See Graphics
22	30 (Cormorant Isl.)	25 (lot 21) See Graphics	See Graphics
23	30 (Cormorant Isl.)	25 (lot 24) See Graphics	30 (SCCCL)
24	50 (Cormorant Isl.)	20 (lot 25) 25 (lot 23)	See Graphics
25	50 (Cormorant Isl.)	25 (lot 24)	30 (SCCCL)

CORMORANT ISLAND (UNDEVELOPED LANDS) cont.

26	30 (Cormorant Isl.)	20 (easement & See Graphics) 25 (lot 27)	30 (SCCCL)
27	30 (Cormorant Isl.)	25 (lots)	30 (SCCCL)
28	30 (Cormorant Isl.)	25 (lots)	30 (SCCCL)
29	30 (Cormorant Isl.)	25 (lot 30) See Graphics	See Graphics
30	30 (Cormorant Isl.)	25 (lots)	30 (SCCCL)
31	See Graphics	See Graphics	See Graphics

CONIFER LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
120	25 (Conifer)	15 (lot 121)	30 (golf)
121-124	25 (Conifer)	15	30 (golf)
125	N/A	15	30 (golf)
126	20 (lot 127)	15	30 (golf)
127	25 (Conifer)	15	20 (lot 126)
128	25 (Conifer)	15	20 (lot 129)
129	20 (lot 128)	15	30 (golf)
130-131	25 (Conifer)	15	30 (golf)
132	20 (lot 137)	25 (K.I. Pkwy.) 15 (lot 131)	30 (golf)
133-137	25 (Conifer)	15	50 (Check Plat)

CORDGRASS COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
255	25 (Cordgrass)	15	20 (lot 251)
256	20 (open space)	15	30 (marsh)
257-258	25 (Cordgrass)	15	30 (marsh)
259	20 (lot 260)	15	30 (marsh)
260	25 (Sea Marsh)	15	20 (lot 489)

COTTON HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
39	25 (Cotton Hall)	20 (open space) 15 (lot 40)	30 (lagoon)
40-42	25 (Cotton Hall)	15	30 (lagoon)

COTTON HALL (DEVELOPED LANDS) cont.

43	25 (Cotton Hall)	15	30 (lagoon) 30 (golf) 30 (golf)
44-47	25 (Cotton Hall)	15	
48	25 (Cotton Hall)	15 (lot 47) 30 (golf)	30 (golf)
49	25 (Cotton Hall)	30 (golf) 15 (lot 50)	30 (golf)
50-53	25 (Cotton Hall)	15 (lots)	30 (golf)
54	25 (Cotton Hall)	15	30 (golf) 20 (open space)
55	25 (Cotton Hall)	15 (lot 54) 20 (open space)	20 (open space)

CRESTED FLYCATCHER (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
43	25 (Crested Fly.)	15 (lot 44) 25 (Greensward)	30 (lagoon)
44	25 (Crested Fly.)	15	30 (lagoon)
45	20 (lot 44)	15 (lot 46) 30 (lagoon)	30 (golf)
46-47	25 (Crested Fly.)	15	30 (golf)
48	20 (lot 49)	15 (lot 47) 30 (lagoon)	30 (golf)
49	25 (Crested Fly.) 20 (lot 48)	15 (lot 50) 20 (open space)	N/A
50	25 (Crested Fly.)	15	N/A
51	25 (Crested Fly.)	15 (lot 50) 25 (Greensward)	20 (open space)

CURLEW COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
761	25 (Curlew)	15 (open space) 15 (lots)	30 (golf)
762	25 (Curlew)	15	30 (golf)
763	25 (Curlew)	15 (lot 762) 15 (access easement) 40 (lagoon) 30 (golf)	30 (golf)
764	25 (Curlew)	15	40 (lagoon)

CURLEW COURT (DEVELOPED LANDS) cont.

765	25 (Curlew)	15	50 (Gov. Dr)
766-767	25 (Curlew)	25	50 (Gov. Dr)

DIODIA COURT (SPARROW POND) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1093	25	15	20
1094	20	7	15
1095	15	*	10
1096	30	20	30

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DORAL OPEN (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
259	25 (Surfsong Rd) 25 (Doral Open)	15	30 (golf)
260-280	25 (Doral Open)	15	30 (golf)
281	25 (Doral Open)	15 (lot 280) 25 (Surfsong Rd)	30 (golf)

DUNESIDE ROAD (SPARROW POND COTTAGES) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1090	20	7	15
1091-1092	25	15	20

DUNGANNON HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
74	20 (Dungannon)	10 (Dungannon) 10 (lot 75)	25 (Gov. Dr)
75	15 (lot 76)	10 (lot 74) 15 (open space)	25 (Gov. Dr)
76	20 (Dungannon) 15 (lot 75)	10	15 (open space)
77	20 (Dungannon) 15 (lot 78)	10	15 (open space)
78	15 (lot 77)	15 (open space) 10 (lot 79)	30 (marsh)

DUNGANNON HALL (DEVELOPED LANDS) cont.

79	20 (Dungannon) 15 (lot 78)	10	30 (marsh)
80-81	20 (Dungannon)	10	30 (marsh)
82	20 (Dungannon) 15 (lot 83)	10	30 (marsh)
83	15 (lot 84)	10 (lot 82) 15 (open space)	30 (marsh)
84	20 (Dungannon)	10	15 (open space)
85	20 (lot 84)	15 (open space) 10 (lot 86)	25 (Gov. Dr)
86	20 (Dungannon)	15	25 (Gov. Dr)
87	20 (Dungannon)	10 (lot 86) 20 (Dungannon)	25 (Gov. Dr)

EUGENIA AVENUE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1A	30	40 (P. O. Pool) 10 (lot 1B)	30
1B	30	20 (lot 1A) 10 (lot 3)	30
2-17	25	10	25
19	25 (Eugenia)	15	Det. by adj. lots
21-27	25	10	25
28	25 (Eugenia)	15	30 (lagoon)
29-35	25	10	25
36	25 (Eugenia)	15	30 (lagoon)
37-41	25	10	25
43A	25 (Eugenia)	10 <i>AWM 2/22/01</i>	Det. by adj. lots
43B	25 (Eugenia)	10 <i>AWM 2/22/01</i>	Det. by adj. lots
44A	25 (Eugenia)	10	25
44B	25 (Eugenia)	10	25
45	25 (Eugenia)	10	25
46	25 (Eugenia)	15	20 (open space)
47	25 (Eugenia)	10	25
48	25 (Eugenia)	15	20 (open space)

EUGENIA AVENUE (DEVELOPED LANDS) cont.

49-55	25 (Eugenia)	15	Det. by adj. lots
56	25 (Eugenia)	15	20 (open space)
57	25 (Eugenia)	15	Det. by adj. lots
58-60	25 (Eugenia)	10	25
61A	26 (Eugenia)	10	25
61B	25 (Eugenia)	10	25
63A	25 (Eugenia)	10	25
63B	25 (Eugenia)	10	25
65	25 (Eugenia)	10	25
67	25 (Eugenia)	10	25
69	25 (Eugenia)	10	25
71	25 (Eugenia)	15	Det. by adj. lots
73	25 (Eugenia)	10	25
75	25 (Eugenia)	10	25
77	25 (Eugenia)	10	25

EVENING BEND (INLET COVE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
14-15	25	15	20
16	25	15	20
17	20	7	15
18	20	7	15

FALCON POINT (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25	50 (Gov. Dr) 15 (lot 2)	20
2	20 (lot 1)	50 (Gov. Dr) 20 (lot 3)	30 (See Graphic)
3	20	20	See Graphic
4	25	20	30 (See Graphic)
5	25	20	See Graphic
6-7	25	15	See Graphic

FALCON POINT (UNDEVELOPED LANDS) cont.

8-19	25	20	See Graphic
20A	25		See Graphic
20B	15		See Graphic
65	15		See Graphic
66	See Graphic		See Graphic
67	25	20	See Graphic

FIDDLERS REACH (OCEANWOODS) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
468	25	15	20
469-486	15	*	10

*Zero lot line homes may be built with no setback on one side of the property but must have at least a 14 foot separation between buildings.

FISH HAWK LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
220	25 (Fish Hawk Ln)	25 (Yellow Throat) 15 (lot 240)	20 (open space)
221	25 (Fish Hawk Ln)	25 (Yellow Throat) 15 (lot 222)	20 (lot 250)
222-224	25 (Fish Hawk Ln)	15 (lots)	20 (lots)
225	25 (Fish Hawk Ln) 25 (Kill Dee Ct)	15	20 (lots)
229-232	25 (Fish Hawk Ln)	15 (lots)	30 (golf)
233	25 (Fish Hawk Ln) 20 (lot 234)	15 (future lot) 15 (lot 235)	30 (golf)
234	25 (Fish Hawk Ln) 20 (lot 233)	15 (lot 235) 15 (future lot)	30 (golf)
235-240	25 (Fish Hawk Ln)	15 (lots)	30 (golf)

FLETCHER HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
56	25	15 (lot 57) 30 (Gov. Dr)	20 (open space)
57	25	15	20 (open space)
58	25	15 (lot 57, 59) 20 (open space)	30
59-64	25	15	30
65	25	15	20

FLETCHER HALL (DEVELOPED LANDS) cont.

66	25	15 (lot 65) 30 (utility easement)	30
67-72	25	15	30

FLYING SQUIRREL COURT (GREENSLAKE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1201	25	15	20
1202-1216	15	*	10

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

FLYWAY DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
18-21	25 (Flyway)	15	30 (lagoon)
100*	50	15 25 (lot 101)	120
101*	80	20 (lot 100) 15 (lot 102)	50
102*	80	15 (lot 101) 20 (lot 103)	50
103*	50	25 (lot 102) 15 (lot 104)	120
104*	50	15 (lot 103) 25 (lot 105)	120
105*	30	20 (lot 104) 15 (lot 106) 5	50
106*	30	20 (lot 107) 15 (lot 105)	50
107*	50	25 (lot 106) 15 (lot 108)	120
108*	50	15 (lot 107) 25 (lot 109)	120
109*	80	20 (lot 108) 20 (lot 112)	50
110*	60	See Plat	20
112*	50	25 (lot 109) 15 (lot 113)	120
113*	50	25 (easement) 15 (lot 112)	120
114*	30	20 (lot 113) 10 (easement)	50

FLYWAY DRIVE (DEVELOPED LANDS) cont.

120*	30	10 (easement) 20 (lot 121)	50
121*	50	15 (lot 122) 25 (easement)	120
122*	50	15 (lot 121) 25 (lot 123)	120
123*	30	20 (lot 122) 15 (lot 126)	50
125*	30	20	50
126*	30	15 (lot 123) 20 (lot 127)	50
127*	50	25 (lot 126) 15 (lot 128)	120
128*	50	15 (lot 127) 25 (lot 129)	120
129*	80	20	50
130*	50	20	50
131*	50	20	50
133*	50	25 (lot 129) 15 (lot 134)	120
134*	50	15 (lot 133) 25 (lot 135)	120
135*	30	20 (lot 134) 15 (lot 138)	50
136-137*	50	20	50
138*	30	15 (lot 135) 20 (lot 139)	50
139*	50	25 (lot 138) 15 (lot 140)	120
140*	50	15 (lot 139) 25 (lot 141)	120
141*	30	20 (lot 140) 15	50
142-143*	20	20	50
144*	30	15 (lot 141) 20 (lot 145)	50
145*	50	25	120

FLYWAY DRIVE (DEVELOPED LANDS) cont.

147*	80	20 (lot 145) 15 (lot 150)	50
148-149*	50	20	50
150*	80	15 (lot 147) 20 (lot 151)	50
151*	50	25 (lot 150) 15 (lot 152)	120
152*	50	15 (lot 151) 25 (lot 153)	120
153*	30	20 (lot 152) 15 (lot 156)	50
154-155*	20	20	50
156*	30	15 (lot 153) 20 (lot 157)	50
157*	50	25 (lot 156) 15 (lot 158)	120
158*	50	15 (lot 157) 25 (easement)	120
159*	80	20 (lot 158) 10 (easement)	50
160-161*	50	20	50
162*	80	10 (easement) 20 (lot 163)	50
163*	50	25 (easement) 15 (lot 164)	120
164*	50	15 (lot 163) 25 (lot 165)	120
165*	30	20 (lot 164) 15 (lot 168)	50
166*	50	20	50
167-168*	20	20	50
169*	50	25 (lot 168) 15 (lot 170)	120
170*	50	15 (lot 169) 25 (lot 171)	120
171*	80	20 (lot 170) 15 (lot 174)	50
172-173*	20	20	50

FLYWAY DRIVE (DEVELOPED LANDS) cont.

174*	80	15 (lot 171) 20 (lot 175)	50
175*	40	25 (lot 174) 15 (lot 176)	120
176*	50	15 (lot 175) 25 (lot 177)	120
178-179*	50	20	50
180*	50	15 (lot 178) 25 (lot 176)	50

*Setbacks on plat

FORESTAY COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
66	25 (Forestay)	25 (Flyway) 15 (lot 67)	20 (lot 65)
67-68	25 (Forestay)	15 (lots)	20 (lots)
69	25 (Forestay)	25 (Forestay) 15 (lot 70)	20 (lot 68)
70	20 (lot 71)	15 (beach access) 15 (lot 69)	20 (lot 64)
71	20 (lot 70)	15 (beach access) 15 (lot 72)	See Plat
72-74	25 (Forestay)	15 (lots)	See Plat
75	20 (lot 76)	15 (lot 74) 15 (beach access)	See Plat
76	20 (lot 75)	15 (lot 77) 15 (beach access)	20 (lot 79)
77	25 (Forestay)	25 (Forestay) 15 (lot 76)	20 (lot 78)
78	25 (Forestay)	15	20 (lot 79)
79	20 (lot 80)	15 (lot 78) 15 (beach access)	20 (lot 76)
80	25 (Forestay)	15	20 (beach access)
81	25 (Forestay)	25 (Flyway) 15 (lot 80)	20 (beach access)

FRIENDFIELD HALL (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
88	25 (Friendfield) 20 (lot 89)	25 (Friendfield) 20 (open space)	25 (Gov. Dr.)

FRIENDFIELD HALL (DEVELOPED LANDS) cont.

89	25 (Friendfield) 20 (lot 88)	20 (open space) 15 (lot 90)	20 (lot 90)
90	N/A	15	30 (marsh)
91	25 (Friendfield)	15	30 (marsh)
96	25 (Friendfield)	15 (lot 91) 20 (open space) 15 (lot 97)	30 (marsh)
97	25 (Friendfield)	25 (Friendfield)	25 (Gov. Dr)

GADWALL LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
131-133	25 (Gadwall Ln)	15 (lots)	30 (lagoon)
134	25 (Gadwall Ln)	15	30 (lagoon) 20 (lot 136)
154	25 (Gadwall Ln)	15 (lots 152, 153) 25 (Bufflehead Dr)	20 (lot 155)

GALLINULE COURT (SPARROW POND COTTAGES) (DEVELOPED)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1060	25	15	20
1061-1062	15	*	10
1063-1064	20	7	15
1065-1070	15	*	10
1071	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

GLEN ABBEY (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
173	20 (lot 174)	15	30 (lagoon)
174	25 (Glen Abbey)	15	20 (lot 173)
175-180	25 (Glen Abbey)	15 (lots)	30 (lagoon)
181	25 (Glen Abbey)	15 (bike path) 15 (bike path)	30 (lagoon)
182	25 (Glen Abbey)	20 (open space) 15 (lot 183)	30 (lagoon)
183-185	25 (Glen Abbey)	15 (lots)	30 (lagoon)
186	25 (Glen Abbey)	15	20 (lot 187)

GLEN ABBEY (DEVELOPED LANDS) cont.

187	20 (lot 186)	15	30 (lagoon)
188	20 (lot 189)	15 (lot 187) 15 (open space)	30 (lagoon)
189	25 (Glen Abbey)	15 (lot 188) 15 (open space)	20 (lot 188)
200	25 (Glen Abbey)	30 (lagoon) 15 (lot 201)	30 (lagoon)
201-211	25 (Glen Abbey)	15 (lots)	30 (lagoon)
212	20 (lot 213)	15	30 (lagoon)
213	25 (Glen Abbey)	15	20 (open space)
214	25 (Glen Abbey)	15 (lot 213) 25 (Glen Abbey)	20 (open space)
215	25 (Glen Abbey)	30 (golf) 20 (lot 216)	20 (lot 216)
216	20 (lot 215)	30 (golf) 20 (lot 217)	20 (lot 217)
217	20 (lot 216)	30 (golf) 20 (open space)	20 (open space)
229	25 (Glen Abbey)	15 (lot 230) 30 (golf)	30 (golf)
230-234	25 (Glen Abbey)	15 (lots)	30 (golf)
235	25 (Glen Abbey)	25 (Augusta Nat) 30 (lagoon)	20 (lot 159)
236	25 (Glen Abbey)	15 (lot 237) 30 (lagoon)	30 (lagoon)
237-244	25 (Glen Abbey)	15 (lots)	30 (golf)
245	25 (Glen Abbey)	15 (lot 244) 15 (bike path)	30 (golf)
246	25 (Glen Abbey)	15 (bike path) 15 (lot 247)	30 (golf)
247-252	25 (Glen Abbey)	15 (lots)	30 (golf)
253	20 (lot 254)	25 (Surfsong Rd) 15 (lot 252)	30 (golf)
254	25 (Glen Abbey)	25 (Surfsong Rd) 15 (lot 253)	20 (lot 253)

GLEN EAGLE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
312	25 (Glen Eagle)	25 (Surfsong Rd) 15 (lot 313)	30 (golf)
313-319	25 (Glen Eagle)	15 (lots)	30 (golf)
320	25 (Glen Eagle)	15	30 (lagoon)
321	25 (Glen Eagle)	15	30 (lagoon) 30 (golf)
322-327	25 (Glen Eagle)	15 (lots)	30 (golf)
328	25 (Glen Eagle)	25 (Surfsong Rd) 15 (lot 327)	30 (golf)

GLOSSY IBIS LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
700	40 (Glossy Ibis)	50 (Gov. Dr) 30 (lot 701)	30 (marsh)
701	40 (Glossy Ibis)	30 (lot 700) 25 (lot 702)	30 (marsh)
702	40 (Glossy Ibis)	25	30 (marsh)
703	40 (Glossy Ibis)	20	30 (marsh)
704-713	25 (Glossy Ibis)	20	30 (marsh)
714-715	25 (Glossy Ibis)	20	30 (marsh)
716	25 (Glossy Ibis)	20 (lot 715)	Contact ARB
717	25 (Glossy Ibis)	Contact ARB	Contact ARB
718	25 (Glossy Ibis)	20 (lot 717) 20 (lot 719)	30 (marsh)
719	25 (Glossy Ibis)	20 (lot 718) 20 (lot 720)	30 (marsh)
741	25 (Glossy Ibis)	20 (lot 742) 20 (easement)	30 (golf)
742-757	25 (Glossy Ibis)	15	30 (golf)
758-760	25 (Glossy Ibis)	15	30 (lot 761)
768	25 (Glossy Ibis)	25 (lot 767) 50 (Glossy Ibis)	50 (Gov. Dr)

GOLDENEYE DRIVE (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
90	25 (Goldeneye) 25 (Bufflehead)	25	30 (lagoon)
91-100	25 (Goldeneye)	25	30 (lagoon)

GOLDENEYE DRIVE (UNDEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
101	25 (Goldeneye)	25	30 (lagoon) 30 (golf)
102-103	25 (Goldeneye)	25 (lots)	30 (lagoon)
104	25 (Goldeneye)	25	30 (lagoon) 30 (golf)
105-108	25 (Goldeneye)	25 (lots)	30 (golf)
109	25 (Goldeneye)	25 (lot 108) 25 (Bufflehead)	30 (golf)

GOLDENROD COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
50	25 (Goldenrod Ct)	25 (Goldenrod Ct) 15 (lot 49)	20 (lot 51)
51	25 (Goldenrod Ct)	15	20 (lots 47, 48)
52	25 (Goldenrod Ct)	15	30 (lagoon)
53	25 (Goldenrod Ct)	15	30 (lagoon)
54	25 (Goldenrod Ct)	15 (lot 53) 30 (lagoon) 30 (marsh) 15 (lot 55)	30 (marsh)
55-58	25 (Goldenrod Ct)	15 (lots)	30 (marsh)
59	25 (Goldenrod Ct)	15	20 (lot 64)

GOVERNOR'S DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Gov. Dr)	20 (open space) 15 (lot 2)	20 (open space) 20 (lots 14,15)
2-7	25 (Gov. Dr)	15 (lots)	20 (lots)
8	25 (Gov. Dr)	15 (lot 7) 25 (Trumpet Cr)	20 (lot 9)
45	25 (Gov. Dr)	15	20 (lot 43) 30 (lagoon)
46	25 (Gov. Dr)	15 (lot 45) 30 (lagoon)	30 (lagoon)
47	25 (Gov. Dr)	30 (lagoon) 15 (lot 48)	20 (lot 51)
48	25 (Gov. Dr)	15	20 (lot 51)
49	25 (Gov. Dr)	15 (lot 48) 25 (Goldenrod Ct)	20 (lot 50)

GOVERNOR'S DRIVE (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
60	25 (Gov. Dr)	25 (Goldenrod Ct) 15 (lot 61)	20 (lot 59)
61	25 (Gov. Dr)	15	20 (lot 64)
72	25 (Gov. Dr)	15 (bike path) 15 (lot 73)	20 (lot 83)
73-76	25 (Gov. Dr)	15	20
96-97	25 (Gov. Dr)	15	20
98	25 (Gov. Dr)	15 (lot 97) 25 (Marsh Elder Ct)	20 (lot 99)
108	25 (Gov. Dr)	25 (Marsh Elder Ct) 15 (lot 109)	20 (lot 107)
109	25 (Gov. Dr)	15	20 (lot 107)
110-111	25 (Gov. Dr)	15	30 (marsh)
112-113	25 (Gov. Dr)	15	20 (lots)
114	25 (Gov. Dr)	15 (lot 113) 25 (Spartina Ct)	20 (lot 115)
131	25 (Gov. Dr)	25 (Spartina Ct) 15 (lot 132)	20 (lot 130)
132-135	25 (Gov. Dr)	15 (lots)	20 (lots)
136	25 (Gov. Dr)	15 (lot 135) 25 (Sawgrass Ln)	20 (lot 137)
154	25 (Gov. Dr)	25 (Sawgrass Ln) 15 (lot 155)	30 (lagoon)
155	25 (Gov. Dr)	15	30 (lagoon)
156	25 (Gov. Dr)	15 (lot 155) 30 (lagoon)	30 (lagoon)
157	25 (Gov. Dr)	30 (lagoon) 15 (lot 158)	30 (lagoon)
158	25 (Gov. Dr)	15	30 (lagoon)
159	25 (Gov. Dr)	15 (lot 158) 30 (lagoon) 15 (lot 160)	20 (lot 162)
160	25 (Gov. Dr)	15 (lot 159) 25 (Sweetgum Ln)	20 (lot 161)
170	25 (Gov. Dr)	15 (lot 171) 30 (golf)	30 (golf)
171-178	25 (Gov. Dr)	15	30 (golf)

GOVERNOR'S DRIVE (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
179	25 (Gov. Dr)	15 (lot 178) 25 (Yellowthroat Ln)	20 (lot 180)
191	25 (Gov. Dr)	25 (Sweetgrass Ln) 15 (lot 192)	20 (lots 189,190)
192-194	25 (Gov. Dr)	15 (lots)	20 (lots)
195	25 (Gov. Dr)	15 (lot 194) 20 (open space)	20 (open space)
250	25 (Gov. Dr)	25 (Yellow Throat) 15 (lot 251)	20 (lot 221)
251-256	25 (Gov. Dr)	15 (lots)	20 (lots)
257	25 (Gov. Dr)	15 (lot 256) 30 (golf)	20 (lot 227)
258	25 (Gov. Dr)	30 (golf) 15 (lot 259)	30 (golf)
259-267	25 (Gov. Dr)	15	30 (golf)
268	25 (Gov. Dr)	15 (lot 267) 25 (Tallow Tree Ln)	30 (golf)
281	25 (Gov. Dr)	25 (Tallow Tree Ln) 15 (lot 282)	30 (lagoon)
282-284	25 (Gov. Dr)	15	30 (lagoon)
285	25 (Gov. Dr)	15 (lot 284) 25 (Marsh Cove Rd)	30 (golf)
331	25 (Gov. Dr)	25 (Marsh Cove Rd) 15 (lot 332)	30 (golf)
332-346	25 (Gov. Dr)	15	30 (golf)
347	25 (Gov. Dr)	15 (lot 346) 30 (lagoon)	30 (golf)
348	25 (Gov. Dr)	30 (lagoon) 15 (lot 349)	30 (lagoon)
349-350	25 (Gov. Dr)	15	30 (lagoon)
351	25 (Gov. Dr)	15 (lot 350) 25 (Snowy Egret Ln)	30 (lagoon)
387	25 (Gov. Dr)	25 (Snowy Egret Ln) 15 (lot 388)	30 (lagoon)
388-389	25 (Gov. Dr)	15 (lots)	30 (lagoon)
390	25 (Gov. Dr)	15 (lot 389) 30 (lagoon)	30 (lagoon)

GREEN MEADOW LANE (UNDEVELOPED LANDS)

Because of the limited buildable areas and specific driveway locations associated with these lots, please see the graphics for the lots on this street.

GREEN WINGED TEAL ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
375-376	25	15	30 (golf)
377	25	15 (lot 376) 30 (lagoon)	30 (golf)
378	25	30 (lagoon) 15 (lot 379)	30 (golf)
379-388	25	15	30 (golf)
389	20 (lot 390)	15 (lot 388) 15 (bike path)	30 (golf)
390	25	15 (lot 389) 15 (bike path)	20 (lot 389)
391	25	15 (bike path) 15 (lot 392)	20 (bike path)
392-400	25	15	20 (bike path)
401	25	15 (lot 400) 30 (lagoon)	20 (bike path)

GREENSWARD ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Greensward)	20 (open space) 15 (lot 2)	30 (golf)
2-13	25 (Greensward)	15	30 (golf/lagoon)
14	25 (Greensward)	15 (lot 13) 25 (Sandwedge)	30 (lagoon)
15	25	20 (golf) 16 (lot 16)	30
16-19	25	15	30
20	25	15	20 (lot 21)
21-22	25	15	30 (golf/lagoon)
23	25	15 (lot 22) 20 (open space)	15 (lot 22) 30 (lagoon)
24	25 (Greensward)	15 (lot 25) 25 (Sandwedge)	30 (lagoon)

GREENSWARD ROAD (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
25-31	25 (Greensward)	15	30 (lagoon/golf)
39-42	25 (Greensward)	15	30 (golf)
52	25 (Greensward)	25 (Greensward) 15 (lot 42)	30 (golf)

GREY WIDGEON COURT

Because of the limited buildable areas, preservation zones, and selective vista clearing zones associated with these lots, please see the graphics.

HOODED MERGANSER (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
136	25	25 (Gadwall) 15 (lot 137) 15 (lot 134)	30 (lagoon)
137	25	15	30 (golf)
138	25	15	30 (golf)
139-143	25	15 (lots)	30 (lagoon)
144	25	15 (lot 143) 30 (lagoon) 15 (lot 145)	25 (Flyway)
145	25	15	25 (Flyway)
146	25	15	20 (lot 149)
147	25	15 (lot 146) 25 (Gadwall)	20 (lot 148)

HORNED GREBE COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
201-204	25 (Horned Grebe)	15	30 (lagoon)
205	25 (Horned Grebe)	15	20 (lot 210, 211)
206	25 (Horned Grebe)	15	20 (lot 209)
207	25 (Horned Grebe)	15 (lot 206) 25 (Belted King)	20 (lot 208)

JACKSTAY COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
82	25 (Jackstay)	25 (Flyway) 15 (lot 83)	20 (beach access)
83	25 (Jackstay)	15	20 (beach access)
84	20 (lot 85)	15	20 (beach access)

JACKSTAY COURT (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
85	25 (Jackstay)	15	20 (lot 84)
86	25 (Jackstay)	25 (Jackstay) 15 (lot 87)	20 (lot 85)
87	20 (lot 88)	15 (lot 86) 15 (beach access)	20 (lot 84)
88	20 (lot 87)	15 (lot 72) 15 (beach access)	See Plat
89-91	25 (Jackstay)	15 (lots)	See Plat
92	20 (lot 93)	15 (lot 91) 15 (beach access)	See Plat
93	20 (lot 92)	15 (lot 94) 15 (beach access)	20 (lot 96)
94	25 (Jackstay)	25 (Jackstay) 15 (lot 93)	20 (lot 95)
95	25 (Jackstay)	25 (Jackstay) 15 (lot 96)	20 (lot 94)
96	20 (lot 97)	15 (lot 95) 15 (beach access) 15 (lots 98, 99)	20 (lot 93)
97	20 (lot 96)	15 (beach access) 15 (lot 99)	25 (Flyway)
98	25 (Jackstay)	25 (Jackstay)	20 (lot 97)
99	25 (Jackstay)	25 (Flyway) 15 (lot 98)	20 (lot 97)

KIAWAH BEACH DRIVE (GREENSLAKE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1230-1236	15	*	10
1237	25	15	20

*Zero lot line homes may be built with no setback on one side of the property but must have at least a 14 foot separation between buildings.

KIAWAH ISLAND CLUB DRIVE (UNDEVELOPED LANDS)

Because of the limited buildable areas and specific driveway locations associated with these lots, please see the graphics for the lots on this street.

KILL-DEE COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
225	25 Fish Hawk Lane 25 Kill Dee Court	15	20
226	25	20	20
227	25	20 (lot 228) (lot 226) 20 (lot 257)	30
228	25	20	30

KINGS ISLAND (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
219	25 (Kings Isl)	15 (lot 220) 30 (golf)	30 (lagoon)
220-224	25 (Kings Isl)	15	30 (lagoon)
225-227	25 (Kings Isl)	15	30 (golf)
228	25	15 (lot 227) 30 (golf)	30 (golf)

LOW OAK WOODS ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
325	25 (Low Oak Woods)	30 (golf) 15 (lot 326)	30 (golf)
326	25 (Low Oak Woods)	15	30 (golf)
336	20 (Lot 335)	15	30 (golf)
337-341	25 (Low Oak Woods)	15	30 (golf)
342	25 (Low Oak Woods)	15 (lot 341) 15 (bike path)	30 (golf) 20 (bike path)
343	25 (Low Oak Woods)	15 (bike path) 15 (lot 344)	20 (bike path) 30 (golf)
344-348	25 (Low Oak Woods)	15	30 (golf)
349	25 (Low Oak Woods)	15	30 (lot 350)
350	25 (Low Oak Woods)	15	30 (golf)
351-352	15 (Low Oak Woods)	15	30 (golf)
353	25 (Low Oak Woods)	15 (lot 352)	30 (golf)
373	25 (Low Oak Woods)	30 (golf) 15 (lot 374)	20 (lot 374)
374	25 (Low Oak Woods)	25 (Green Winged) 15 (lots 373, 375)	N/A

MARSH COTTAGE LANE (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
20	55 (Gov. Dr)	20 (Marsh) 15 (lot 21)	See Graphics
21	55 (Gov. Dr)	15	20
22	25	15	20
23	25	15	See Graphics
24	25	15	See Graphics
25	See Graphics	20	See Graphics
26	See Graphics	See Graphics	See Graphics
27	25	15	See Graphics
28	25	15	See Graphics
29	25	15	30
30	25	15	20
31	25	15 (lot 30) 40 (Gov. Dr)	See Graphics

MARSH COVE ROAD (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
285	25	30 (golf) 15 (lot 286)	30
286-290	25	15	30
291	25	15	30 See Graphics
292-293	25	15	30
294	20	15	30 (Corner of 293) 25 (Corner of 295)
295	25	30 (easement) 15 (lot 296)	30
296	25	15 (lot 295) 30 (easement)	30 (easement)
297-300	25	15	30
301-302	25	15	30
303	25	15 (lot 302)	30

MARSH EDGE LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
22	25 (Marsh Edge Ln)	25 (Trumpet Cr) 15 (lot 23)	30 (lagoon)
23-25	25 (Marsh Edge Ln)	15	30 (lagoon)
26	25 (Marsh Edge Ln)	15 (lot 25) 30 (lagoon) 15 (lot 27)	20 (lot 19)
27	25 (Marsh Edge Ln)	15	20 (lots 17, 18, 19)
28	25 (Marsh Edge Ln)	15 (lot 17) 20 (open space) 30 (marsh)	20 (open space)
29	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 30)	30 (marsh)
30-35	* 25 (Marsh Edge Ln)	15	30 (marsh)
36	25 (Marsh Edge Ln)	15 (lot 35) 30 (marsh)	30 (marsh)
37	25 (Marsh Edge Ln)	30 (marsh)	30 (marsh)
38	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 39) 20 (open space)	30 (marsh)
39	25 (Marsh Edge Ln)	15	20 (open space)
40	25 (Marsh Edge Ln)	15	30 (lagoon)

MARSH ELDER COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
98	25 (Marsh Elder)	25 (Gov. Dr) 15 (lot 99)	15 (lot 97)
99-100	25 (Marsh Elder)	15	20
101	25 (Marsh Elder)	15 (lot 100) 30 (O.C.R.M.) 15 (lot 102)	20 (lots 92, 93)
102	25 (Marsh Elder)	15 (lots 101, 103)	30 (marsh)
103-106	25 (Marsh Elder)	15	30 (marsh)
107	25 (Marsh Elder)	15	30 (marsh) 20 (lot 110 Gov. Dr)
108	25 (Marsh Elder)	25 (Gov. Dr) 15 (lot 107)	15 (lot 109)

MARSH HAWK LANE - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
160,162,164,166, 168,170,172,174,176	20 (Marsh Hawk)	3 (r. side w/wall) 7 (l.side)	30 (golf)
161,163,165,167, 169,171,173,175, 177-185	20 (Marsh Hawk)	3 (l. side w/wall) 7 (r. side)	30 (marsh)

MARSH ISLAND DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
161	25 (Marsh Isl. Dr)	25 (Sweetgum Ln) 15 (lot 162)	20 (lot 160)
168	25 (Marsh Isl. Dr)	30 (marsh) 15 (lot 169)	30 (marsh)
169-172	25 (Marsh Isl. Dr)	15	30 (marsh)
173	25 (Marsh Isl. Dr)	15 (lot 172) 30 (marsh)	30 (marsh)
174	25 (Marsh Isl. Dr)	30 (marsh)	30 (marsh)
190	25 (Marsh Isl. Dr)	25 (Sweetgum Ln) 15 (lot 189)	20 (lot 191)
<i>Patio Lots - Wall on Left</i>			
162	25 (Marsh Isl. Dr)	12 3 (privacy wall)	20 (lot 159)
163-166	25 (Marsh Isl. Dr)	12 3 (privacy wall)	30 (lagoon)
167	25 (Marsh Isl. Dr)	30 (marsh) 3 (privacy wall)	30 (lagoon)
<i>Patio Lots - Wall on Right</i>			
175	25 (Marsh Isl. Dr)	30 (marsh) 3 (privacy wall)	30 (marsh)
176-183	25 (Marsh Isl. Dr)	12 3 (privacy wall)	30 (marsh)
184	25 (Marsh Isl. Dr)	12 3 (privacy wall)	30 (marsh) 20 (open space)
185	25 (Marsh Isl. Dr)	12 3 (privacy wall)	20 (open space)
186	25 (Marsh Isl. Dr)	12 3 (privacy wall)	20 (lot 194) 20 (open space)
187-189	25 (Marsh Isl. Dr)	12 3 (privacy wall)	20 (lots)

MARSH WREN COURT (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
21	25	20 (lot 22) 25 (Salt Cedar)	30
22	25	20	30
23	25	20	30
24	See Graphics	50 (Gov. Dr) 20 (lot 23) 20 (lot 25)	30 (lagoon)
25	25	50 (Gov. Dr) 20 (lot 24) 20 (lot 26)	See Graphics
26	25	20	30 (Critical Line)
27	25	20	30

MASTERS COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
282	25 (Masters Ct)	25 (Surfsong Rd) 15 (lot 283)	30 (golf)
283-286	25 (Masters Ct)	15 (lots)	30 (golf)
287	20 (lot 286)	15 (lot 288) 30 (golf)	30 (golf)
288	20 (lot 287)	15	30 (golf)
289-291	25 (Masters Ct)	15 (lots)	30 (golf)
292	20 (lot 293)	15	30 (golf)
293	25 (Masters Ct) 25 (Surfsong Rd)	15	20 (lot 292) 20 (lot 294)

MUIRFIELD LANE (VILLAGE AT TURTLE BEACH) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
42-43	20	7	15
44-45	15	*	10
46	20	7	15
47	15	*	10
48	25	15	20

*Note lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

NEEDLERUSH COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
202	25 (Needlerush)	15 (lot 204) 30 (lagoon)	30 (golf)
204	25 (Needlerush)	15 (lots 205,202) 30 (lagoon)	30 (golf)
205	25 (Needlerush)	15	30 (lagoon)

NEW SETTLEMENT (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
62	50	25 (lots 60,61) 15 (lot 63)	50
63	50	15 (lot 62) 20 (lot 64)	50
64	n/a	15 (lot 63) 15 (lot 65)	50 (golf) 40 (pond)
65	40	15	40
66	25	15	40
67	25	15	40
68	25	15 (lot 67) 20 (lot 69)	See Graphics
69	50	15 (lot 68) 25 (Rhett's Bluff)	See Graphics
73	25	50 (Rhett's Bluff) 15 (lot 74)	30
74-78	25	15	See Graphics
79	25 (New Settlement)	15 (lot 78) 25 (river marsh)	30

NICKLAUS LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Sides</u>	<u>Rear</u>
1	25	25 (Surfsong) 15 (lot 2)	30
2	25	25 (Nicklaus) 15 (lot 1) 15 (lot 3)	30
3	25	15 (lot 2) 10 (easement) 30 (North Side)	30
4	15	10 (easement) 30 (golf)	30

NICKLAUS LANE (DEVELOPED LANDS) cont.

5-6	25	15	See Plat
7	25	25'15"	See Plat
8	25	15	30
9	40	15 (lot 8) 25 (lot 10)	See Graphics
10	50	25 (lot 9) 15	See Graphics
11-12	25	15	25 (Surfsong)
13	25	15 (lot 12) 25 (Nicklaus Ln)	25 (Surfsong)

OCEAN COURSE DRIVE (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
0	30	30 (lot 223)	20
1-13	25 (Ocean Course)	20 (lots)	30 (marsh)
14	25 (Ocean Course)	20 (lot 13) 20 (beach access)	30 (marsh)
15	40	20	See Graphics
16	50 (lot 17) 40 (lot 15)	20	See Graphics
17	50	20	See Graphics
18	40 (lot 19) 50 (lot 17)	20	See Graphics
19-20	40	20	See Graphics
21	30	29	See Graphics
22	30	29	See Graphics
23	25 (lot 24) 30 (lot 22)	20 20	See Graphics See Graphics
24	25	20	See Graphics
25	25 (lot 24) 30 (lot 26)	20	See Graphics
26	40 (lot 25)	20	See Graphics
27	40	20	See Graphics
28	40 (lot 27)	20	See Graphics
29	20 (lot 30)	20	See Graphics

OCEAN COURSE DRIVE (UNDEVELOPED LANDS) cont.

30	25	20	See Graphics
31	25	20	See Graphics
32	40	20 (See Plat)	See Graphics
33	40	20	See Graphics
34-35	50	20	40
36	50	20	See Graphics
37	40	20	See Graphics
38	40 (Ocean Course)	20	See Graphics
39	40 (Ocean Course)	20	See Graphics
40	40 (Ocean Course)	20 (See Plat)	See Graphics
41	40	30	30
42	25	20	30
43	30	20	See Graphics
44-45	30	20	30
46	30	20	See Graphics
47	30	20	30
48	30	20	See Graphics
49	30	20	See Graphics
50-52	30	20	30
52	30R, 40L	20	30
53	40	20	30
54	40	25, 20 (Otter Island) 20 (lot 53)	30
55	25 (Ocean Course)	25 (Otter Island) 20 (lot 56)	30 (lagoon)
56-64	25 (Ocean Course)	20 (lots)	30 (lagoon/marsh)
65	See Graphics		

OCEAN GREEN PHASE I (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1-11	25 (Ocean Green)	5	30

OCEAN GREEN PHASE I (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
12			
13			

OCEAN GREEN PHASE I (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
14	25	15	20
15	25	15	20
16	30	20	30
17	30	20	30
18	25	15	20
19	25	15	20
20	25	15	20
21	25	15	20
22	25	15	20
23	15 (Ocean Green)	15 (Lot 29,25,26) 15 (lot 22)	30 (golf)
24-25	25 (Ocean Green)	5	20
26	25 (Ocean Green)	5	30

OCEAN GREEN PHASE II (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25	5	See Graphics
2	25	5	See Graphics
3	25	5	See Graphics
4	25	5	See Graphics
5	25	5	See Graphics
6	25	5	30
7	25	5	30
8	Easement	5 (lot 7) See Graphics	30
9-18	25	5	See Graphics

OCEAN MARSH ROAD (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
212	40	15 (lot 213) 20 (Ocean Course)	25 (easement)
213	40	15	25
214	40	15	25
221	40	20 (lot 222)	See Graphic
222	40	20	See Graphic
223	40	20	See Graphic

OCEAN OAKS (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
300	15	20 (entry road) 15	50 (Ocean Course Dr)
301	15	15	50 (corner of lot 300) 40 (corner of lot 302)
302	20	15 40 (Ocean Course Dr)	30 Property Line or 20 Critical Line (most restrictive)
303-307	20	15	30 Property Line or 20 Critical Line (most restrictive)
308	20	15	30 Property Line or 15 Critical Line (most restrictive)
309	20	15 (lot 308) 10 (access)	30 Property Line or 15 Critical Line (most restrictive)
310-312	20	15	20 (lagoon)
400	15	20 (entry road) 15	50 (Ocean Course Dr)
401-402	15	15	50 (Ocean Course Dr)
403-404	20	15	15
405	25	15 (lot 406) 40 (Ocean Course Dr)	30 Property Line or 20 Critical Line (most restrictive)

KS (UNDEVELOPED LANDS) cont.

30	15	30 Property Line or 15 Critical Line (most restrictive)
15	15	30 Property Line or 15 Critical Line (most restrictive)
20	15	30 Property Line or 15 Critical Line (most restrictive)
20	15 (lot 408) 10 (access)	30 Property Line or 15 Critical Line (most restrictive)
20	15	20

ROAD (DEVELOPED LANDS)

<u>Front</u>	<u>Side</u>	<u>Rear</u>
25 (Old Dock)	25 (Old Dock) 15 (lot 488)	25 (Sea Marsh Rd)
25 (Old Dock) 20 (lot 489)	15	25 (Sea Marsh Rd)
25 (Old Dock) 20 (lots 488,260)	15	30 (marsh)
25 (Old Dock) 20 (lot 489)	15	30 (marsh)
25 (Old Dock)	15	30 (marsh)
25 (Old Dock) 20 (lot 499)	15	30 (marsh)
20 (lot 500)	15 (lot 498) 30 (marsh)	30 (marsh)
20 (lot 499)	15 (lot 501) 30 (marsh)	20 (lot 512)
20 (lot 500) 25 (Old Dock)	15	20 (lot 511)
25 (Old Dock)	15	20 (lots)
25 (Old Dock)	15 (lot 505) 25 (Old Dock)	20 (lot 507)

OSPREY COTTAGE LANE (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Sides</u>	<u>Rear</u>
800	20	30 (Gov. Dr) 15 (lagoon)	See Graphics
801	15	15 (lagoon) 20 (lot 802)	30
802	See Graphics	20	15
803	20	20	15
804	See Graphics	20 (lot 803) 10 (lot 805)	15
805	See Graphics	30 (lot 804) 30 (Gov. Dr)	15 (Canvasback Pond)

OSPREY POINT LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
115	25	20	20
116	25	20 (Canvasback Pond) 20 (lot 117)	50
117	25	20	30
118	25	20	50
119	25	20	50
124	25	20	50

OTTER ISLAND ROAD (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
65	25	25 (Otter Isl. Rd) 20 (lot 66)	30
66	50	20 (lot 65/67) 10 (easement)	30
67	50	20 (lot 66) 30 (marsh)	See Graphics
68	See Graphics		
69	See Graphics		
70	25	20 (lot 71) 15 (marsh)	See Graphics
71	20	20	See Graphics
72	15	20	15

OTTER ISLAND ROAD (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS) cont.

73	15	20 (lot 72) 15 (easement)	10
74	See Graphics	20	See Graphics
75	25	20	30
76	25	20	See Graphics
77	40	20	See Graphics
78	See Graphics	20	See Graphics
79	See Graphics	20	See Graphics
88	25	See Graphics	See Graphics
89	25	See Graphics	See Graphics
90	25	See Graphics	See Graphics

OYSTER RAKE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
530	25 (Oyster Rake)	15 (lot 531) 25 (K.I. Pkwy)	30 (golf)
531-543	25 (Oyster Rake)	15 (lots)	30 (golf)
544-548	25 (Oyster Rake)	15	30 (marsh)
549-552	25 (Oyster Rake)	15	30 (open space)
553-571	25 (Oyster Rake)	15	50 (K.I. Pkwy)
572	25 (Oyster Rake)	15 (lot 571) 25 (Oyster Rake)	50 (K.I. Pkwy)
573	25 (Oyster Rake)	25 (Oyster Rake) 15 (lot 597)	20 (open space)
574-584	25 (Oyster Rake)	15	20 (open space)
585	25 (Oyster Rake)	15 (lot 584) 25 (Oyster Rake)	20 (open space)
586-597	25 (Oyster Rake)	15	20 (open space)

OYSTER SHELL ROAD (UNDEVELOPED LANDS)

Because of the limited buildable areas, preservation zones, and selective vista clearing zones associated with these lots, please see the graphics.

PAINTED BUNTING LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
32	25 (Painted Bunting)	25 (Greensward) 15 (lot 33)	30 (lagoon)
33-37	25 (Painted Bunting)	15	30 (lagoon/golf)
38	25 (Painted Bunting)	15 (lot 37) 25 (Greensward)	30 (lagoon)

PALM WARBLER ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
303	25 (Palm Warbler)	25 (Surfwatch) 15 (lot 304)	30 (lagoon)
304-309	25 (Palm Warbler)	15	30 (lagoon/golf)
310	25 (Palm Warbler)	15 (lot 309) 15 (cart path)	30 (golf)
311	25 (Palm Warbler)	15 (cart path) 15 (lot 312)	30 (golf)
312	25 (Palm Warbler)	15	30 (golf)
313	25 (Palm Warbler)	15 (lot 312) 15 (bike path)	30 (golf) 20 (bike path)
314	25 (Palm Warbler)	15 (lot 315) 15 (bike path)	20 (bike path)
315-316	25 (Palm Warbler)	15	30 (golf)
317	25 (Palm Warbler)	15 (lot 316) 15 (cart path)	30 (golf)
318	25 (Palm Warbler)	15 (cart path) 15 (lot 319)	30 (golf)
319-323	25 (Palm Warbler)	15	30 (golf)
324	25 (Palm Warbler)	15 (lot 323) 30 (lagoon)	30 (golf)

PEPPER VINE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
70-71	15	*	10
72-75	20	7	15
76	25	15	20
77	20	7	15

*Zero lot line homes may be built with no setback on one side of the property but must have at least a 14 foot separation between buildings.

PERSIMMON COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
62	25	25 (Gov. Dr) 15 (lot 63)	15 (lot 61)
63	25	15 (lot 62)	15 (lot 64)
64	25	30 (marsh) 15 (lot 58) 15 (lot 59) 15 (lot 63)	15 (lot 61)
65	25	15 (lot 66) 30 (marsh)	30 (marsh)
66-68	25	15	30
69	25	15	30
70	25	15	20
71	25 (Persimmon Ct)	25 (Gov. Dr) 15 (lot 70)	20 (bike path)

PINE SISKEN COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1220	20	7	15
1221-1127	15	*	10
1228	20	7	15

*Zero lot line homes may be built with no setbacks on one side of the property, but must have at least a 14 foot separation between buildings.

PIPING PLOVER (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
586	25 (Piping Plover)	20 (lot 587) 25 (Bufflehead)	30 (golf)
587-592	25 (Piping Plover)	20	30 (golf)
593	25 (Piping Plover)	20 (lot 592, 233) 20 (easement)	30 (golf)
594	25 (Piping Plover)	20 (lot 595, 234) 20 (easement)	30 (golf)
595-602	25 (Piping Plover)	20	30 (golf)
603	25 (Piping Plover)	20 (lot 602) 25 (Bufflehead)	30 (golf)

PLEASANT VALLEY (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
100	20 (lot 101)	20 (open space) 30 (golf)	20 (open space)

PLEASANT VALLEY (DEVELOPED LANDS) cont.

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
101	20 (lot 102)	15 (lot 100) 30 (golf)	20 (lot 101)
102	25 (Pleasant Valley)	15 (lot 101) 30 (golf)	20 (lot 101)
103	25 (Pleasant Valley)	20 (open space) 15 (lot 104)	30 (golf)
104	25 (Pleasant Valley)	15 (cart path) 15 (lot 104)	30 (golf)
105	25 (Pleasant Valley)	15 (cart path) 15 (lot 106)	30 (golf)
106-109	25 (Pleasant Valley)	15 (lots)	30 (golf)
110	25 (Pleasant Valley)	15 (lot 109) 20 (open space)	30 (golf)
111	25 (Pleasant Valley)	20 (open space)	30 (golf)
112	30 (lagoon)	30 (golf) 15 (lot 113)	30 (golf)
113-115	25 (Pleasant Valley)	15 (lots) 15 (lot 117)	30 (golf)
116	25 (Pleasant Valley)	30 (golf) 15 (lot 116)	20 (lot 117)
117	20 (lot 115)	30 (golf)	30 (golf)

RED BAY ROAD - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
354-364	20 (Red Bay)	3 (r. side w/wall) 7 (l. side)	10 (lagoon/golf)
365-372	20 (Red Bay)	3 (l. side w/wall) 7 (r. side)	10 (lagoon/golf)

RED CEDAR LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
137	25 (Red Cedar)	25 (Red Cedar) 15 (lot 138)	20 (lot 136)
138-141	25 (Red Cedar)	15 (lots)	20 (lots)
142	25 (Red Cedar)	15 (lot 141) 30 (marsh) 15 (lot 143)	20 (lot 129)
143-149	25 (Red Cedar)	15 (lots)	30 (marsh)

RED CEDAR LANE (DEVELOPED LANDS) cont.

150	25 (Red Cedar)	15 (lot 149) 30 (marsh)	30 (marsh)
151	25 (Red Cedar)	30 (marsh) 15 (lot 153)	30 (lagoon)
152	25 (Red Cedar)	15	30 (lagoon)
153	25 (Red Cedar)	15 (lot 152) 25 (Sawgrass Ln)	30 (lagoon)

RHETT'S BLUFF ROAD (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
7	20 (Rhett's Bluff)	15	25 (marsh)
8	20 (Rhett's Bluff)	15	20 (marsh)
9	20 (Rhett's Bluff)	15	20 (marsh)
10	20 (Rhett's Bluff)	15	20 (marsh)
11	20 (Rhett's Bluff)	15	L-20, R-10
12	20* (Rhett's Bluff)	15	10 (marsh)
13	20* (Rhett's Bluff)	15**	10 (marsh)
14	20* (Rhett's Bluff)	15**	10 (marsh)
15	20* (Rhett's Bluff)	15**	10 (marsh)
16	20* (Rhett's Bluff)	15**	L-10, R-20
17	20 (Rhett's Bluff)	15	20 (marsh)
18	20 (Rhett's Bluff)	15	L-20, R-25
19-28	20 (Rhett's Bluff)	15	25 (marsh)
29	20* (Rhett's Bluff)	15**	15 (Kiawah River)
30	20* (Rhett's Bluff)	15**	15 (Kiawah River)
31	20* (Rhett's Bluff)	15**	15 (Kiawah River)
32	20* (Rhett's Bluff)	15**	15 (Kiawah River)
33	20* (Rhett's Bluff)	15**	15 (Kiawah River)
34	20 (Rhett's Bluff)	15	L-40, R-15
35	50 (Rhett's Bluff)	15	L-50, R-40
95	See Graphics	See Graphics 15 (lot 96)	25 (marsh)
96-98	See Graphics	15	25 (marsh)

RHETT'S BLUFF ROAD (UNDEVELOPED LANDS) cont.

99***	See Graphics	15 See Graphics	25 (marsh)
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* A one story element may be allowed to encroach to within 10' of the front property line.
 ** Decks of reduced height may be allowed to encroach into the setback.
 *** Lot 99, there is a no construction zone on the easement side of the lot; there is to be no roof overhang nor footings in this area.

RIVER MARSH LANE (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
41	100	15	See Graphics
42-44	50	15	50
45	50	15	See Graphics
46	50	15	50
47	50	15	See Graphics
48-55	50	15	50
56	50	15	See Graphics
57	25 (lot 58)	15 (lot 56) See Graphics	50
58-59	See Graphics	See Graphics	See Graphics
60	80	15 (lot 59, See Graphics) 25 (lots 62, 61)	See Graphics
61	50 (River Marsh)	50 (New Settlement)	25 (lot 60)
80	25	25 (lot 60) 15 (lot 81) 20 (wetland)	30
81	25	15	30
82	25	15	30

ROYAL BEACH DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Royal Beach)	25 (Flyway) 15 (lot 2)	20 (open space)
2-6	25 (Royal Beach)	15 (lots)	20 (open space)
7	20 (lot 6)	15	See Plat
8	20 (lot 7)	15	See Plat
9	20 (lots 8, 10) 25 (Royal Beach)	15	See Plat

ROYAL BEACH DRIVE (DEVELOPED LANDS) cont.

10	20 (lot 11)	15	See Plat
11	20 (lot 12)	15	See Plat
12-16	25 (Royal Beach)	15 (lots)	20 (open space)
17	25 (Royal Beach)	15 (lot 16) 25 (Flyway)	20 (open space)

RUDDY DUCK COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
560	25 (Ruddy Duck) 25 (Bufflehead)	15	30 (lagoon)
561-562	25 (Ruddy Duck)	15	30 (lagoon)
563	25 (Ruddy Duck)	15	30 (golf)

RUDDY TURNSTONE (DEVELOPED LOTS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
289-291	25 (Ruddy Turn)	15	30 (open space)
507	25 (Ruddy Turn)	15 (lot 508) 25 (Sea Marsh Rd)	20 (lots)
508-511	25 (Ruddy Turn)	15	20 (lots)
512	N/A	15 (lots)	30 (marsh)
513-514	25 (Ruddy Turn)	15	30 (marsh)
515	25 (Ruddy Turn)	15 (lot 514) 30 (marsh)	30 (marsh)
517	25 (Ruddy Turn) 20 (lot 518)	30 (marsh) 15 (lot 518)	30 (lagoon)
518	20 (lot 519)	15 (lot 517) 30 (lagoon)	30 (lagoon)
519	20 (lot 518)	15 (lot 520) 30 (lagoon)	30 (lagoon)
520-521	25 (Ruddy Turn)	15	30 (open space)
522	25 (Ruddy Turn)	15	N/A
523	25 (Ruddy Turn)	15	30 (open space)

RYDER CUP LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
190	25 (Ryder Cup)	25 (Glen Abbey) 15 (lot 191)	20 (open space)
191	25 (Ryder Cup)	15	20 (open space)

RYDER CUP LANE (DEVELOPED LANDS) cont.

192	N/A	15 30 (lagoon)	20 (open space)
193-196	25 (Ryder Cup)	15 (lots)	30 (lagoon)
197	N/A	15 (lot 198) 30 (lagoon)	30 (lagoon)
198	25 (Ryder Cup)	15 (lot 199) 30 (lagoon)	30 (lagoon)
199	25 (Ryder Cup)	15 (lot 198) 25 (Glen Abbey)	30 (lagoon)

SALT CEDAR LANE (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
28-38	25	20	See Graphics
39-40	See Graphics	See Graphics	See Graphics
41-42	25	15	See Graphics
43-49	25	20	30
50-51	25	See Graphics	See Graphics
52-57	25	See Graphics	See Graphics
58	20	20	See Graphics
59	25	See Graphics	See Graphics
60-64	See Graphics	See Graphics	See Graphics

SALTGRASS COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
243	25 (Saltgrass)	15 (lot 244) 25 (Sea Marsh Dr)	20 (lot 229)
244	25 (Saltgrass)	15	20 (open space)
245	20 (lot 244)	15	30 (marsh)
246	25 (Saltgrass)	15	30 (marsh)
247	25 (Saltgrass)	15	30 (marsh)
248	20 (lots 249, 251)	15	30 (marsh)

SALT MEADOW COVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
277	25 (Salt Meadow)	15 (lot 278) 25 (Sea Marsh Dr)	25 (K.I. Pkwy)
278-280	25 (Salt Meadow)	15	25 (K.I. Pkwy)
286	25 (Salt Meadow)	25 (Sea Marsh Dr) 15 (lot 285)	15 (lot 287)

SALT MEADOW COVE (DEVELOPED LANDS)

Patio Lots

292-295	20 (Salt Meadow)	3 (l. side w/wall) 7 (r. side)	10 (open space)
296	20 (lot 295)	3 (open s. w/wall) 7 (lot 29)	10 (open space)
297-298	20 (Salt Meadow)	3 (r. side w/wall) 7 (l. side)	10 (lagoon)
299	20 (lot 300)	3 (lot 298 w/wall) 7 (lagoon)	10 (lagoon)
300-302	20 (Salt Meadow)	3 (r. side w/wall) 7 (l. side)	10 (lagoon)

SANDERLING COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
189	20 (lot 188)	30 (golf) 15 (lot 190)	30 (golf)
190	20 (lot 189) 25 (Sanderling Ct)	15	30 (golf)
191-192	25 (Sanderling Ct)	15	30 (golf)
193	25 (Sanderling Ct)	15	30 (golf) 30 (lagoon)
194-195	25 (Sanderling Ct)	15	30 (lagoon)
196	25 (Sanderling Ct)	15	30 (lagoon) 20 (lot 198)
197	25 (Sanderling Ct)	15 (lot 196) 25 (Belted Kingfisher)	20 (lot 198)

SAND FIDDLER COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
200	30	30 (Ocean Course Dr) 15 (lot 201)	25
201	30	15	25
202	30	15	25
203	See Graphics	15	120
204	30	15	120
205	30	15	120
206	30	15	120
207	30	15	120
208	55	15	120
209	30	15	25

SAND FIDDLER COURT (DEVELOPED LANDS) cont.

210	30	15	25
211	30	15 (Lot 210) 20 (Ocean Course Dr)	25

SANDWEDGE COURT - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
186	25 (Sandwedge)	7 (lot 187)	10 (lagoon)
187	25 (Sandwedge)	7	10 (lagoon/golf)
188	25 (Sandwedge)	3 (lot 187, w/wall) 7 (lot 189)	10 (golf)
189	25 (Sandwedge)	3 (lot 188, w/wall) 7 (lot 190)	10 (golf)
190	25 (Sandwedge)	3 (lot 189, w/wall) 7 (lot 191)	10 (golf)
191	25 (Sandwedge)	3 (lot 190, w/wall) 7 (lot 192)	10 (golf)
192	25 (Sandwedge)	3 (lot 191, w/wall) 7 (lot 193)	10 (golf)
193	25 (Sandwedge)	3 (lot 192, w/wall) 7 (lot 194)	10 (lagoon)
194	25 (Sandwedge)	7	10 (lagoon)

SAVANNA POINT (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
80	25	20 (lot 79) 25 (Savanna Pt)	See Graphics
87	25 (Savanna Pt)	20 (lot 86) 25 (Otter Isl)	20 (lot 88)
82-86	See Graphics	See Graphics	See Graphics

SCAUP COURT (SPARROW POND) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1020	15	*	10
1021	20	7	15
1022	20	7	15
1023-1028	15	*	10
1029	25	15	20

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SEA MARSH DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
Patio Lots			
156-159	20 (Sea Marsh Dr)	3 (r. side w/wall) 7 (l. side)	30 (golf)
Not Patio Lots			
201	25 (Sea Marsh Dr)	15 (lot 207) 30 (marsh)	30 (marsh)
207,209,211,213, 215,217,219,220,222	25 (Sea Marsh Dr)	15	30 (marsh)
206,208,210,212, 214,216,218,221,223	25 (Sea Marsh Dr)	15	30 (lagoon/golf)
227	25 (Sea Marsh Dr)	15 (lot 229) 25 (Sea Myrtle)	25 (Sea Marsh Dr)
228	25 (Sea Marsh Dr)	15 (lot 223) 25 (Sparrow Hawk)	30 (golf)
229	25 (Sea Marsh Dr)	15	20 (open space)
239-242,250,* 252-254,261-264	25 (Sea Marsh Dr)	15	30 (golf)

SEA MARSH DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
249	25 (Sea Marsh Dr)	15 (lot 251) 25 (Saltgrass)	20 (lot 248)
251	25 (Sea Marsh Dr)	15	20 (lot 248)
260	25 (Sea Marsh Dr)	15	20 (lot 489)
265	25 (Sea Marsh Dr)	15 (lot 264) 15 (open space)	30 (golf)
266	25 (Sea Marsh Dr)	15 (open space) 15 (lot 267)	30 (golf)
267-268	25 (Sea Marsh Dr)	15	30 (golf)
287-288	25 (Sea Marsh Dr)	15	30 (open space)

SEA MYRTLE COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
224-225	25 (Sea Myrtle)	15	30 (marsh)
226	25 (Sea Myrtle) 20 (open space)	15	30 (marsh)

SEA LAVENDER COURT (OCEAN WOODS) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
424-435	15	*	10
436	25	15	20

SEA LAVENDER COURT (OCEAN WOODS) (DEVELOPED LANDS) cont.

437	20	7	15
438	20	7	15
439	20	7	15

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SEA ROCKET COURT OCEAN WOODS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
440-453	15	*	10
454	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SHOOLBRED COURT (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
36-40	50 (Shoolbred)	15	50 (Kiawah River)
100	25 (Shoolbred)	15 (lot 101) 20 KICA	See Graphics
101	25 (Shoolbred)	15 (lot 100)	40

SHOVELER COURT (SPARROW POND) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1050	20	7	15
1051-1057	15	*	10

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SKIMMER COURT (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
548	25 (Skimmer) 25 (Bufflehead)	15	30 (lagoon)
549-550	25 (Skimmer)	15	30 (lagoon)
551	25 (Skimmer) 25 (Bufflehead)	15	30 (lagoon)

SNOWY EGRET LANE (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
400	25 (Snowy Egret)	25 (Snowy Egret) 15 (lot 401)	30 (lagoon)
401-409	25 (Snowy Egret)	15 (lots)	30 (lagoon)

SNOWY EGRET LANE (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
410	25 (Snowy Egret)	15	30 (golf)
411	25 (Snowy Egret)	15	30 (golf)
412-429	25 (Snowy Egret)	15	30 (marsh)
430	25 (Snowy Egret)	15 (lots)	25 (Gov. Dr) 30 (marsh)
431	25 (Snowy Egret)	15	25 (Gov. Dr)
432	25 (Snowy Egret)	15	25 (Gov. Dr) 30 (lagoon)
433-437	25 (Snowy Egret)	15 (lots)	30 (lagoon)
438	25 (Snowy Egret)	15 (lot 437) 25 (Snowy Egret)	30 (lagoon)

SPARROW HAWK ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
230	25 (Sparrow Hawk)	30 (golf) 15 (lot 231)	20 (lot 231)
231	20 (lot 230)	30 (golf) 15 (lot 232)	30 (lagoon)
232	25 (Sparrow Hawk)	15 (lot 231) 15 (cart path)	30 (golf)
233	25 (Sparrow Hawk)	15 (lot 234) 15 (cart path)	30 (golf)
234-238	25 (Sparrow Hawk)	15	30 (golf)

SPARTINA COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
115	25 (Spartina Ct)	25 (Spartina Ct) 15 (lot 116)	20 (lot 114)
116	25 (Spartina Ct)	15	20 (lot 113)
117	25 (Spartina Ct)	15	20 (lot 112) 30 (marsh)
118-128	25 (Spartina Ct)	15 (lots)	30 (marsh)
129	25 (Spartina Ct)	15	20 (lots 141, 142)
130	25 (Spartina Ct)	15	20 (lot 141)

SPOTTED SANDPIPER COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
70	25 (Spotted Sand)	30 (lagoon) 15 (lot 71)	30 (lagoon)
71-75	25 (Spotted Sand)	15	30 (lagoon)
76	25 (Spotted Sand)	15 (lot 75) 30 (lagoon)	30 (lagoon)

SUMMER DUCK WAY (NIGHT HERON) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25	15	20
2	15	*	10
3	15	*	10
4	20	7	15
5	15	*	10
6	15	*	10
7	20	7	15
8	20	7	15
9	20	7	15
10-13	25	15	20
14-16	20	7	15
17	15	*	10
18	15	*	10
19	20	7	15
20-24	15	*	10
25	20	7	15
44-46	15	*	10
47	20	7	15
48	25	15	20
59	20	7	15
60-61	20	7	15
62	20	7	15
63	20	7	15
64	25	15	20

SUMMER DUCK WAY (NIGHT HERON) (DEVELOPED LANDS) cont.

65	20	7	15
66	25	15	20
67	20	7	15
68-70	15	*	10
71	20	7	15
72	25	15	20
73-75	20	7	15
76	25	15	20

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SUMMER ISLANDS LANE (UNDEVELOPED) cont.

15	30	30 (lot 16)	See Graphics
		See Graphics	
16	20	20 (lot 15)	20 (SCCCL)
		See Graphics	
17	See Graphics	See Graphics	See Graphics
18	20	50 (open space)	See Graphics
		See Graphics	
19	25	10 (SCCCL)	See Graphics
20	20	See Graphics	See Graphics

SUMMER ISLANDS LANE (UNDEVELOPED)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	(See graphic)	25 (lot 2) 30 (open space)	See Graphics
2	20	25 (lot 1) 20 (lot 3)	See Graphics
3	20	20	See Graphics
4	20	20	See Graphics
5	20	20	See Graphics
6	20	20 (lot 5) 15 (lot 7), 30 (open space)	See Graphics
7	20	20 (lot 8) 15 (lot 6)	See Graphics
8	See Graphics	35 (lot 7) 30 (lot 9)	See Graphics
9	20	30 (lot 8) See Graphics	See Graphics
10	20	65 (open space) 20 (lot 20)	20 (SCCCL)
11	See Graphics	20 (lot 10) See Graphics	20 (SCCCL)
12	20	20 (lot 11) 20 (lot 13)	20 (SCCCL)
13	20	20 (lot 12) 75 (open space)	See Graphics
14	See Graphics	30 (open space) 25 (lot 15)	20 (SCCCL)

SUMMER Tanager COURT (DEVELOPED)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
269	25 (Summer Tan)	25 (Sea Marsh Dr) 15 (lot 270)	20 (lot 268)
270-273	25 (Summer Tan)	15	30 (golf)
274	N/A	15 (lot 273)	30 (golf)
275	25 (Summer Tan)	15 (lot 276) 25 (Summer Tan)	25 (K.I. Pkwy)
276	25 (Summer Tan)	25 (Sea Marsh Dr) 15 (lot 275)	25 (K.I. Pkwy)

SUNLET BEND (INLET COVE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
19	25	15	20
20	15	*	10
21-28	20	7	15
29	25	15	20
30	20	7	15
31	15	*	10
32	20	7	15
33-36	25	15	20
37-40	20	7	15
41-42	25	15	20
43-45	20	7	15

SUNLET BEND (INLET COVE) (DEVELOPED LANDS) cont.

46-47	15	*	10
48-50	25	15	20
51	20	7	15
52-53	15	*	10
54-56	20	7	15
57	25	15	20
58-59	15	*	10
60-62	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SUNDOWN BEND (INLET COVE) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	20	7	15
2	15	*	10
3	20	7	15
4-6	25	15	20
7-13	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

SURFSCOTER LANE - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1A	25 (lot 2)	10 (lot b) 40 (open space)	30
b	50 (lot 2) 8/5/97	10 (lot 1A) Not beyond edge of utility easement (lot 103)	30
2-3	25 (Surfscoter)	15 (lot 2) 15 (lot 2 & 4 Eugenia)	40 (David St)
86-104	20 (Surfscoter)	3 (r. side w/wall) 7 (l. side)	10 (lagoon/golf) 10 (open space)
105-111	25 (Surfscoter)	3 (r. side w/ /wall) 7 (l. side)	10 (lagoon)
112-118	25 (Surfscoter)	3 (r. side w/wall) 7 (l. side)	10 (open space)
119	25 (Surfscoter) 3 (r. side w/wall)	7 (left side)	10 (open space)

SURFSONG ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	25 (Surfsong)	20 (open space) 15 (lot 2)	30 (lagoon)
2	25 (Surfsong)	15	30 (lagoon)
3	25 (Surfsong)	20 (open space) 15 (lot 2)	30 (lagoon)
4-23	25 (Surfsong)	15 (open space) 15 (lot 5)	30 (lagoon)
24	25 (Surfsong)	15 (open space) 20 (lot 25)	30 (lot 25)
25	30 (lot 24)	<i>Plot 25</i> 15 (lot 24) 15 (lot 26)	See Plat
26	30 (lot 27)	15 (lot 25) 25 (lot 27)	See Plat
27	25 (Surfsong)	20 (lot 26) 15 (lot 28)	30 (lot 26)
28	25 (Surfsong)	15 (lot 27) 20 (lot 24)	30 (lot 29)
29	30 (lot 28)	25 (lot 28) 15 (lot 30)	See Plat
30	30 (lot 31)	15 (lot 29) 25 (lot 31)	See Plat
31	25 (Surfsong)	20 (lot 30) 15 (lot 32)	30 (lot 30)
32	25 (Surfsong)	15 (lot 31) 20 (lot 33)	30 (lot 33)
33	30 (lot 32)	25 (lot 32) 15 (lot 34)	See Plat
34	30 (lot 35)	15 (lot 33) 25 (lot 35)	See Plat
35	25 (Surfsong)	20 (lot 34) 15 (lot 36)	30 (lot 34)
36	25 (Surfsong)	15 (lot 35) 20 (lot 37)	30 (lot 37)
37	30 (lot 36)	25 (lot 36) 15 (lot 38)	See Plat
38	30 (lot 39)	15 (lot 37) 25 (lot 39)	See Plat

ROAD (DEVELOPED LANDS) *cont.*

25 (Surfsong)	20 (lot 38) 15 (lot 40)	30 (lot 38)
25 (Surfsong)	15 (lot 39) 20 (lot 41)	30 (lot 41)
30 (lot 40)	25 (lot 40) 15 (lot 42)	See Plat
30 (lot 43)	15 (lot 41) 25 (lot 43)	See Plat
25 (Surfsong)	20 (lot 42) 15 (lot 44)	30 (lot 42)
25 (Surfsong)	15 (lot 43) 20 (lot 45)	30 (lot 45)
30 (lot 44)	25 (lot 44) 15 (lot 46)	See Plat
30 (lot 47)	15 (lot 45) 25 (lot 47)	See Plat
25 (Surfsong)	20 (lot 46) 15 (lot 48)	30 (lot 46)
25 (Surfsong)	15 (lot 47) 20 (lot 49)	30 (lot 49)
30 (lot 48)	25 (lot 48) 15 (lot 50)	See Plat
30 (lot 51)	15 (lot 49) 25 (lot 51)	See Plat
25 (Surfsong)	20 (lot 50) 15 (lot 52)	30 (lot 50)
25 (Surfsong)	15 (lot 51) 20 (lot 53)	30 (lot 53)
30 (lot 52)	25 (lot 52) 15 (lot 54)	See Plat
30 (lot 55)	15 (lot 53) 25 (beach access)	See Plat
25 (Surfsong)	20 (lot 54) 15 (beach access)	30 (lot 54)
25 (Surfsong)	15 (beach access) 20 (lot 57)	30 (lot 57)
30 (lot 56)	25 (beach access) 15 (lot 58)	See Plat
30 (lot 59)	15 (lot 57) 25 (lot 59)	See Plat

SURFSONG ROAD (DEVELOPED LANDS) *cont.*

59	25 (Surfsong)	20 (lot 58) 15 (lot 60)	30 (lot 58)
60	25 (Surfsong)	15 (lot 59) 20 (lot 61)	30 (lot 61)
61	30 (lot 60)	25 (lot 60) 15 (lot 62)	See Plat
62	30 (lot 63)	15 (lot 61) 25 (beach access)	See Plat
63	25 (Surfsong)	15 (beach access) 20 (lot 62)	30 (lot 62)
64	25 (Surfsong)	15 (lot 70) 15 (beach access) 15 (lot 65)	20 (lots 67, 68)
65	25 (Surfsong)	25 (Flyway) 15 (lot 64)	20 (lots 66, 67)
73	25 (Surfsong)	25 (Surfsong) 15 (lot 74)	30 (lagoon)
74-85	25 (Surfsong)	15 (lots)	30 (lagoon)
86	25 (Surfsong)	20 (lot 87) 15 (lot 338)	30 (lot 87)
87	30 (lot 86)	15 (lot 88) 25 (lot 86)	See Plat
88	30 (lot 89)	25 (lot 89) 15 (lot 87)	See Plat
89	25 (Surfsong)	15 (lot 90) 20 (lot 88)	30 (lot 88)
90	25 (Surfsong)	20 (lot 91) 15 (lot 89)	30 (lot 91)
91 (Undeveloped)	30 (lot 90)	15 (lot 92) 25 (lot 90)	See Plat
92	30 (lot 93)	15 (lot 91) 25 (lot 93)	See Plat
93	25 (Surfsong)	15 (lot 94) 20 (lot 92)	30 (lot 92)
94	25 (Surfsong)	20 (lot 95) 15 (lot 93)	30 (lot 95)
95	30 (lots 94, 97)	25 (lots 94, 97)	See Plat
97	25 (Surfsong)	15 (lot 98) 20 (lot 95)	30 (lot 95)

SURFSONG ROAD (DEVELOPED LANDS) cont.

98	25 (Surfsong)	20 (lot 99) 15 (lot 97)	30 (lot 99)
99	30 (lot 98)	15 (lot 10 Nicklaus) 25 (lot 98)	See Plat
161	25 (Surfsong)	15 (Ocean Green) 15 (cart path)	30 (golf)
162-168	25 (Surfsong)	15 (lots) 15 (lot 163)	30 (golf)
169	25 (Surfsong)	30 (golf) 15 (lot 168)	30 (golf)
170	25 (Surfsong)	20 (open space) 15 (lot 171)	30 (lagoon)
171	20 (lot 172)	15	30 (lagoon)
172	25 (Surfsong)	25 (Glen Abbey) 15 (lot 171)	20 (lot 173)
255	25 (Surfsong)	30 (golf) 15 (lot 256)	30 (golf)
256-258	25 (Surfsong)	15 (lots)	30 (golf)
294	20 (lot 293)	15	30 (golf)
295-298	25 (Surfsong)	15 (lots)	30 (golf)
299	25 (Surfsong)	25 (Surfsong) 15 (lot 298)	30 (golf)
300	25 (Surfsong)	15 (lot 301)	30 (golf)
301-305	25 (Surfsong)	15	30 (golf)
306	25 (Surfsong)	15 (lot 305) 25 (Ocean Green)	30 (golf)
307-308	25 (Surfsong)	15	30 (lagoon)
336-337	25 (Surfsong)	15	30 (lagoon) 15 (lot 337)
338	25 (Surfsong)	15 (lot 86) 20 (lot 339)	30 (lot 339)
339	30 (lot 338)	25 (lot 338) 15 (lot 340)	See Plat
340	30 (lot 341)	15 (lot 339) 25 (lot 341)	See Plat
341	25 (Surfsong)	20 (lot 340) 20 (beach access)	30 (lot 340)

SURFSONG ROAD (DEVELOPED LANDS) cont.

342	25 (Surfsong)	15 (beach access) 20 (lot 343)	15 (lot 343)
343	15 (lot 342)	15 (lot 344) 25 (lot 342)	See Plat
344	15 (lot 345)	15 (lot 343) 25 (lot 345)	See Plat
345	25 (Surfsong)	15 (lot 24) 20 (lot 344)	15 (lot 344)

SURFWATCH DRIVE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
53	25 (Surfwatch)	25 (Greensward) 15 (lot 55)	30 (golf)
54	25 (Surfwatch)	30 (lagoon)	30 (lagoon)
55	25 (Surfwatch)	15 (lot 53) 30 (lagoon)	30 (lagoon)
56	25 (Surfwatch)	30 (lagoon) 15 (lot 57)	30 (lagoon)
57-63	25 (Surfwatch)	15	30 (golf/lagoon)
64	25 (Surfwatch)	15 (lot 63) 30 (lagoon)	30 (lagoon)
65	25 (Surfwatch)	30 (lagoon) 15 (lot 66)	30 (lagoon)
66-68	25 (Surfwatch)	15	30 (lagoon)
69	25 (Surfwatch)	15 (lot 68)	30 (lagoon)

SWEETGRASS LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
9	25 (Sweetgrass)	25 (Trumpet Cr) 15 (lot 10)	20 (lot 8)
10-14	25 (Sweetgrass)	15	20 (lots)
15	25 (Sweetgrass)	15	20 (open space)
16	25 (Sweetgrass)	15	20 (open space)
17-19	25 (Sweetgrass)	15	20 (lots)
20	25 (Sweetgrass)	15	30 (lagoon)
21	25 (Sweetgrass)	15 (lot 20) 30 (lagoon)	30 (lagoon)

TALLOW TREE LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
269	25 (Tallow Tree)	30 (golf) 15 (lot 270)	30 (golf)
270-277	25 (Tallow Tree)	15	30 (golf)
278	25 (Tallow Tree)	15	30 (golf) 30 (lagoon)
279	25 (Tallow Tree)	15	30 (lagoon)
280	25 (Tallow Tree)	15 (lot 279) 30 (lagoon)	30 (lagoon)

TERRAPIN COURT (SPARROW POND COTTAGES) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1080-1081	15	*	10
1082	20	7	15
1083-1084	15	*	10
1085	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

TERRAPIN ISLAND (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1	See Graphics	20	10
2	25	See Graphics	10
3	See Graphics	See Graphics	10
4	25	20	See Graphics
5	See Graphics	20	10
6	See Graphics	20	See Graphics
7	See Graphics		
8	See Graphics	20	10
9	25	20	10
10	25	See Graphics	10
12	See Graphics		
13	See Graphics		
14	See Graphics		
15	See Graphics		

THRASHER COURT (SPARROW POND) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1001	20	7	15
1002	15	*	10
1003	20	7	15
1005-1011	15	*	10
1012	20	7	15
1013-1014	15	*	10
1015	15	*	10
1016	20	7	15

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

TREEDUCK COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
148	25 (Treeduck)	25 (Gadwall) 15 (lot 149)	20 (lot 147)
149	25 (Treeduck)	15	20 (lot 146)
150	25 (Treeduck)	15	25 (Flyway)
151	25 (Treeduck)	15 (lot 150) 15 (lots 152, 155)	25 (Flyway)
152	25 (Treeduck)	15	20 (lots 154, 155)
153	25 (Treeduck)	15 (lot 152) 25 (Gadwall)	20 (lot 154)

TRUMPET CREEPER (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
41	25 (Trumpet Cr)	25 (Marsh Edge Ln) 15 (lot 42)	20 (lot 40)
42	25 (Trumpet Cr)	15 (lot 41) 30 (lagoon)	30 (lagoon)
43	25 (Trumpet Cr)	30 (lagoon) 15 (lots 44, 45)	30 (lagoon)
44	25 (Trumpet Cr)	25 (Gov. Dr) 15 (lot 45)	20 (lot 43)

TURNBERRY LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
118	25 (Turnberry)	25 (Pleasant Valley) 15 (lot 119)	30 (golf)
119-124	25 (Turnberry)	15 (lots)	30 (golf)

TURNBERRY LANE (DEVELOPED LANDS) cont.

125-127	25 (Turnberry)	15	30 (golf) 30 (lagoon)
128-133	25 (Turnberry)	15 (lots)	30 (golf)
134	25 (Turnberry)	15 (lot 133) 25 (Pleasant Valley)	30 (golf)

TURTLE BEACH LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1-18	10	7.5	30

Note: 10' Rear deck encroachment

VETCH COURT (OCEANWOODS) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
456	20	7	15
457-460	15	*	10
461	20	7	15
462-463 *	15	*	10
464	15	*	10
465	25	15	20
466	15	*	10
467	25	15	20

*Zero lot line homes may be built with no setback on one side of the property, but must have at least a 14 foot separation between buildings.

VIRGINIA RAIL ROAD (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
720	25 (Glossy Ibis) 25 (Virginia Rail)	15 (lot 721)	20 (easement)
721	25 (Virginia Rail)	15 30 (marsh)	30 (marsh)
722-723	25 (Virginia Rail)	15	30 (marsh)
724	25 (Virginia Rail)	15 (lot 723)	30 (marsh)
725	25 (Virginia Rail)	20	30
726	20 (lot 727)	20 (lot 725) 30 (golf course)	30 (marsh)
727-731	25 (Virginia Rail)	15	30
732-734	25 (Virginia Rail)	20	30
735	25 (Virginia Rail)	15	30
736 A & B	25 (Virginia Rail)	15	30 (lagoon)

VIRGINIA RAIL ROAD (DEVELOPED LANDS) cont.

736 C	25 (Virginia Rail)	20 (Virginia Rail) 15 (lot 736b)	30
737	25 (Virginia Rail)	20 (lot 738)	30 (lagoon)
738	25 (Virginia Rail)	20	30 (golf/lagoon)
739	25 (Virginia Rail)	20	20
740	25 (Virginia Rail) 25 (Glossy Ibis)	20	20 (lot 741)

WALKER CUP LANE (SEE GRAPHICS ALSO) (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
346-350	25	See Graphics	See Graphics

WARBLER COURT (SPARROW POND COTTAGES) (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
1030	20	7	15
1031-1032	15	5	10
1033	20	7	15
1034-1035	15	5	10
1036	20	7	15
1037-1038	15	5	10
1039	20	7	15

WAX MYRTLE COURT - PATIO LOTS (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
77 (Not a patio lot)	25 (Wax Myrtle Ct)	15 (lot 76) 25 (Gov. Dr)	20 (lot 78)
78	25 (Wax Myrtle Ct)	25 (Wax Myrtle Ct) 3 (r. side w/wall)	20 (lot 77)
79-82	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	20 (lots)
83	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	20 (lots 72, 73) 20 (open space)
84	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	20 (open space)
85	25 (Wax Myrtle Ct)	12 3 (r. side w/ wall)	20 (open space) 30 (marsh)
86-91	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	30 (marsh)

WAX MYRTLE COURT - PATIO LOTS (DEVELOPED LANDS) cont.

92	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	30 (marsh) 20 (lot 101)
93	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	20 (lots 101, 100)
94	25 (Wax Myrtle Ct)	12 3 (r. side w/wall)	20 (lot 96)
95 (Not a patio lot)	25 (Gov. Dr)	25 (Wax Myrtle Ct)	20 (lot 94) 15 (lot 96)

WHIMBRELL ROAD (UNDEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
566	25 (Whimbrell) 25 (Bufflehead)	20 (lot 567) 15 (lot 565)	30
567-584	25 (Whimbrell)	20	30 (golf & lagoon)
585	25 (Whimbrell)	20 (lot 584) 25 (Bufflehead)	30 (golf)

WINGED FOOT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
329	25 (Winged Foot)	25 (Surfsong Rd) 15 (lot 330)	30 (golf)
330	25 (Winged Foot)	15	30 (golf)
331	25 (Winged Foot) 20 (lot 332)	15	30 (golf)
332	20 (lot 331)	20 (lot 333) 30 (golf)	30 (golf)
333	25 (Winged Foot) 20 (lot 332)	15	30 (golf)
334	25 (Winged Foot)	15	30 (golf)
335	25 (Winged Foot)	15 (lot 334) 25 (Surfsong)	30 (golf)

WOODCOCK COURT (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
281	25 (Woodcock Ct)	25 (Salt Meadow) 15 (lot 282)	30
282	25 (Woodcock Ct)	15	30
283	25 (Woodcock Ct)	15	30
284	25 (Woodcock Ct)	15 (lot 283) 20 (open space left) 15 (lot 285)	30 (open space)

WOODCOCK COURT (DEVELOPED LANDS) cont.

285	25 (Woodcock Ct)	25 (Salt Meadow) 15 (lot 284) 15 (lot 286)	30 (open space)
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YELLOW THROAT LANE (DEVELOPED LANDS)

<u>Lot</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>
180	25 (Yellow Throat)	15	30 (lagoon)
181	25 (Yellow Throat)	15 (lot 180) 30 (golf)	30 (lagoon)
208	25 (Yellow Throat)	25 (Belted King) 15 (lot 209)	20 (lot 207)
209-210	25 (Yellow Throat)	15	20 (lots)
211	25 (Yellow Throat)	15 (bike path) 15 (lot 210)	30 (lagoon) 20 (lot 205)
212-213	25 (Yellow Throat)	15	30 (lagoon/golf)
214-218	25 (Yellow Throat)	15	30 (golf)
219	25 (Yellow Throat)	20 (open space) 15 (lot 218)	30 (golf)

MASTER COPY

PROPERTIES FOR EXHIBIT INCLUSION
R-1 Graphics

Name	PDF Page #
Bally Bunion	1
Bass Creek Lane	13
Blue Heron Pond Rd	14-29
Blue Heron Pond Rd & Chinaberry Lane	33 & 34
Blue Thistle Lane	31
Cedar Wax Wing Court	31 & 33
Chinaberry Lane	35 & 36
Cormorant Island Lane	37
Eagle Point Rd	38-41
Falcon Point Lane	42-48
Governors Drive	49
Green Meadow Lane	2&3
Grey Widgeon Lane	50&51
Kiawah Island Club Drive	4
Kiawah Island Club Drive	6&7
Kiawah Island Club Drive & SaltHouse Lane	5&11
LeMoyne Lane & Black Tupeo Lane	52
Marsh Cottage Lane	53
Marsh Cove Rd	54&55
Marsh Wren Court	56
New Settlement Rd	59
Ocean Course Dr	60-66
Ocean Marsh Rd	67
Osprey Cottage Lane	68

PROPERTIES FOR EXHIBIT INCLUSION
R-1 Graphics

Name	PDF Page #
Otter Island Rd	69-72
Oyster Shell Rd	73
Piping Plover Lane	8
Rett's Bluff Rd	74-77
River Marsh Lane	9
River Marsh Lane	78&79
Salt Cedar Lane	80-85
SaltHouse Lane	10
Sand Fiddler Court	12
Savanna Point	87
Shellcreek Landing	88
Shoolbred	89
Summer Island Lane	90-92
Terapin Island Lane	93&94
Walker Cup Lane	95

Platted after 10/2005	
Moon Tide Lane	57&58
Salt House Lane	86

Plots With Graphics Platted Before 10/2005

	STREET NAME	LOT NUMBERS
18	Ballybunion Drive	181 - 198
11	Bass Creek Lane	91 - 101
99	Blue Heron Pond Road	1- 25, 42, 44, 46, 48 - 61, 63, 65, 66, 68, 70, 72, 74, 76, 78 - 81, 83, 85, 101, 102, 104, 106 - 117, 119, 121, 123, 125, 127 - 130, 132, 134 - 140, 142, 144, 146 - 150, 152, 154, 156
11	Bull Thistle	171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 190
4	Cedar Waxwing	30 - 33
15	Chinaberry Lane	200 -208, 210, 212, 214, 216, 218, 220
11	Cormorant Island Drive	21 - 31 222, 224, 226, 228, 230, 232, 234, 236, 238, 240 - 246, 248
17	Eagle Point Road	
24	Falcon Point Road	1 - 19, 20A, 20B, 65 - 67
28	Green Meadow Lane	1 - 19, 24 - 31
5	Grey Fox Den Court	141, 143, 145, 158, 160
16	Grey Widgeon Lane	301, 303, 305, 307 - 309, 311, 313 - 319, 321, 323
45	Kiawah Island Club Drive	20 - 23, 32 - 54, 150 - 167
12	Marsh Cottage Lane	20 - 31
19	Marsh Cove Road	285 - 303
8	Marsh Wren Court	21 - 27
15	New Settlement Road	62 - 69, 73 - 79
6	Ocean Marsh Road	212 - 214, 221 - 223
6	Osprey Cottage Lane	800 - 805
18	Otter Island Road	65 - 79, 88 - 90
8	Oyster Shell Road	34 - 41
24	River Marsh Lane	41 - 61, 80 - 82
37	Salt Cedar Lane	28 - 64
13	Salthouse Lane	55, 57 - 67, 69
12	Sand Fiddler Court	200 - 211
7	Savanna Point	80, 82 - 87
6	Shell Creek Landing	1 - 5

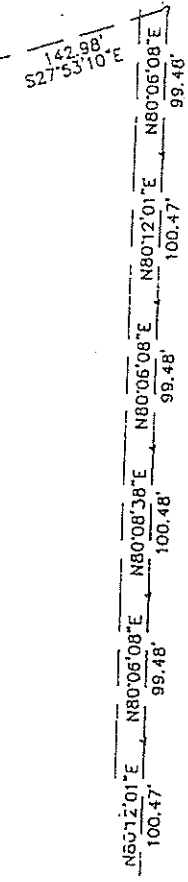
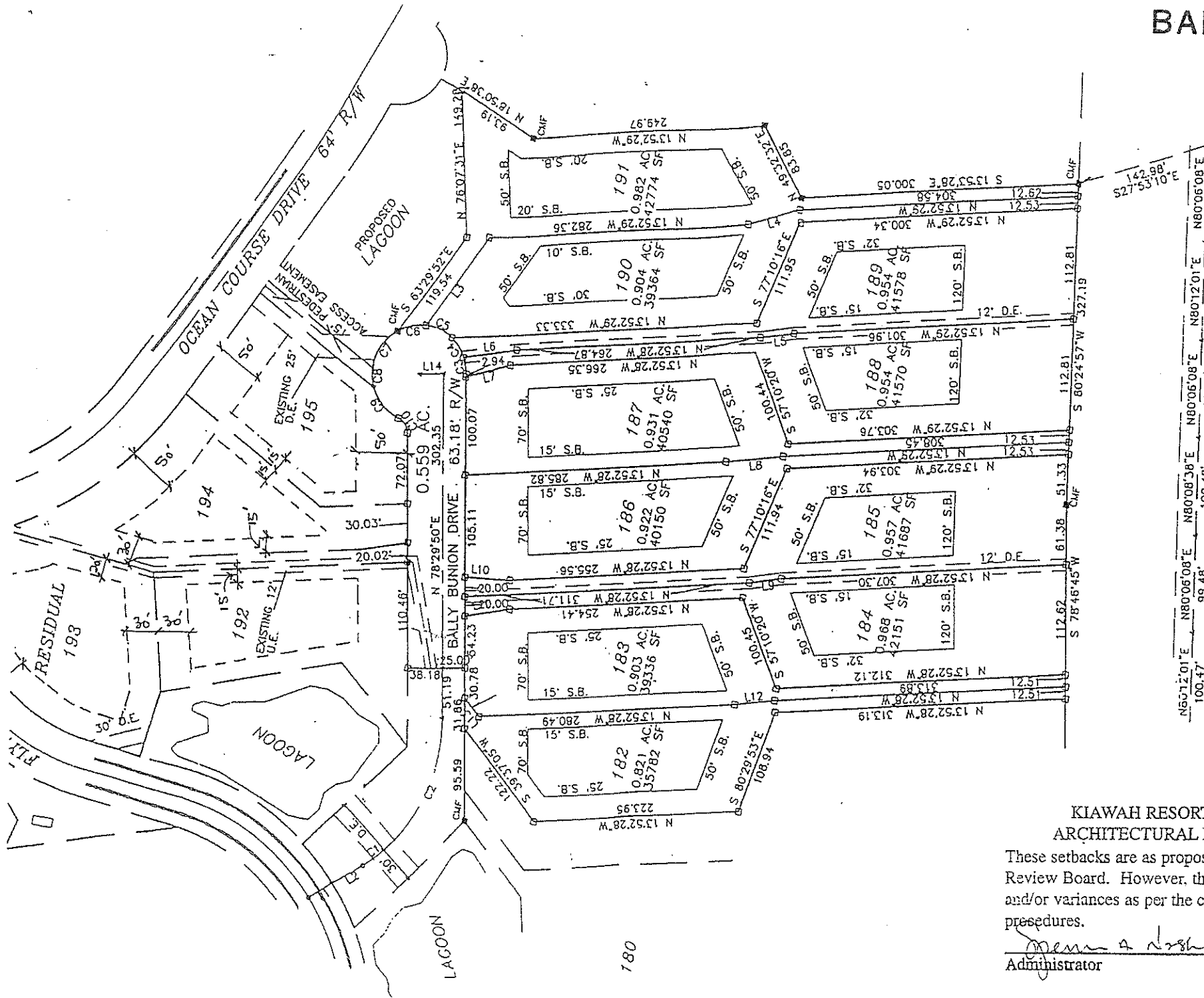
21	Summer Islands Lane	1 - 20
16	Terrapin Island Lane	1 - 15
5	Walker Cup Lane	346 - 350

With Graphics Platted After 10/2005

	STREET NAME	LOT NUMBERS
10	Moon Tide Lane	320, 322, 324, 326, 328, 330, 332, 334, 336, 338
10	Salt House Lane	71 - 74, 76 - 79, 81, 83

1138 **TOTAL**

BALLY BUNION





KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD


These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

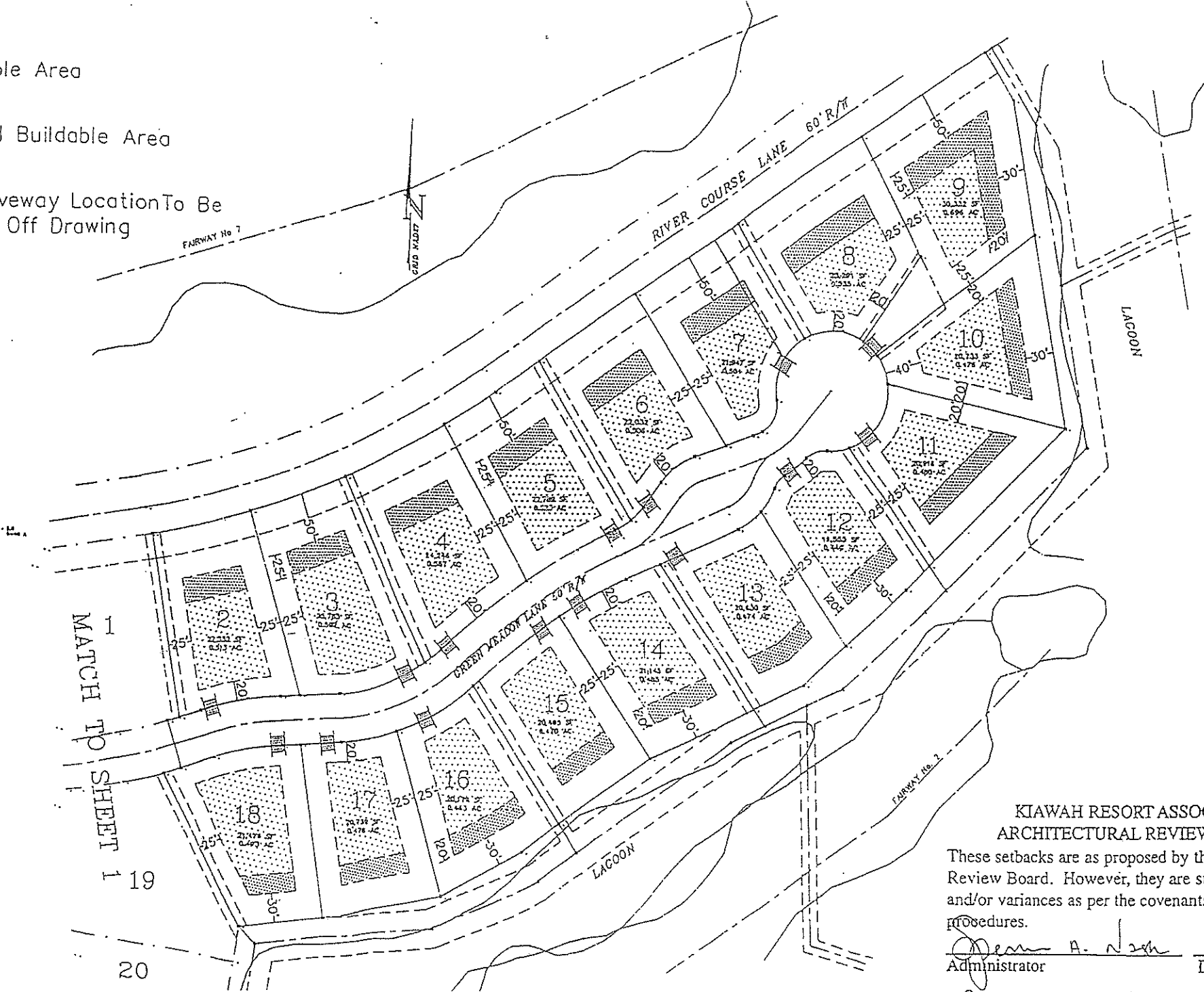
Ann A. Nash April 30th 1991
 Administrator Date

GREEN MEADOW LANE

 Buildable Area

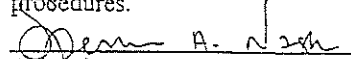
 Limited Buildable Area

 15' Driveway Location To Be Scaled Off Drawing






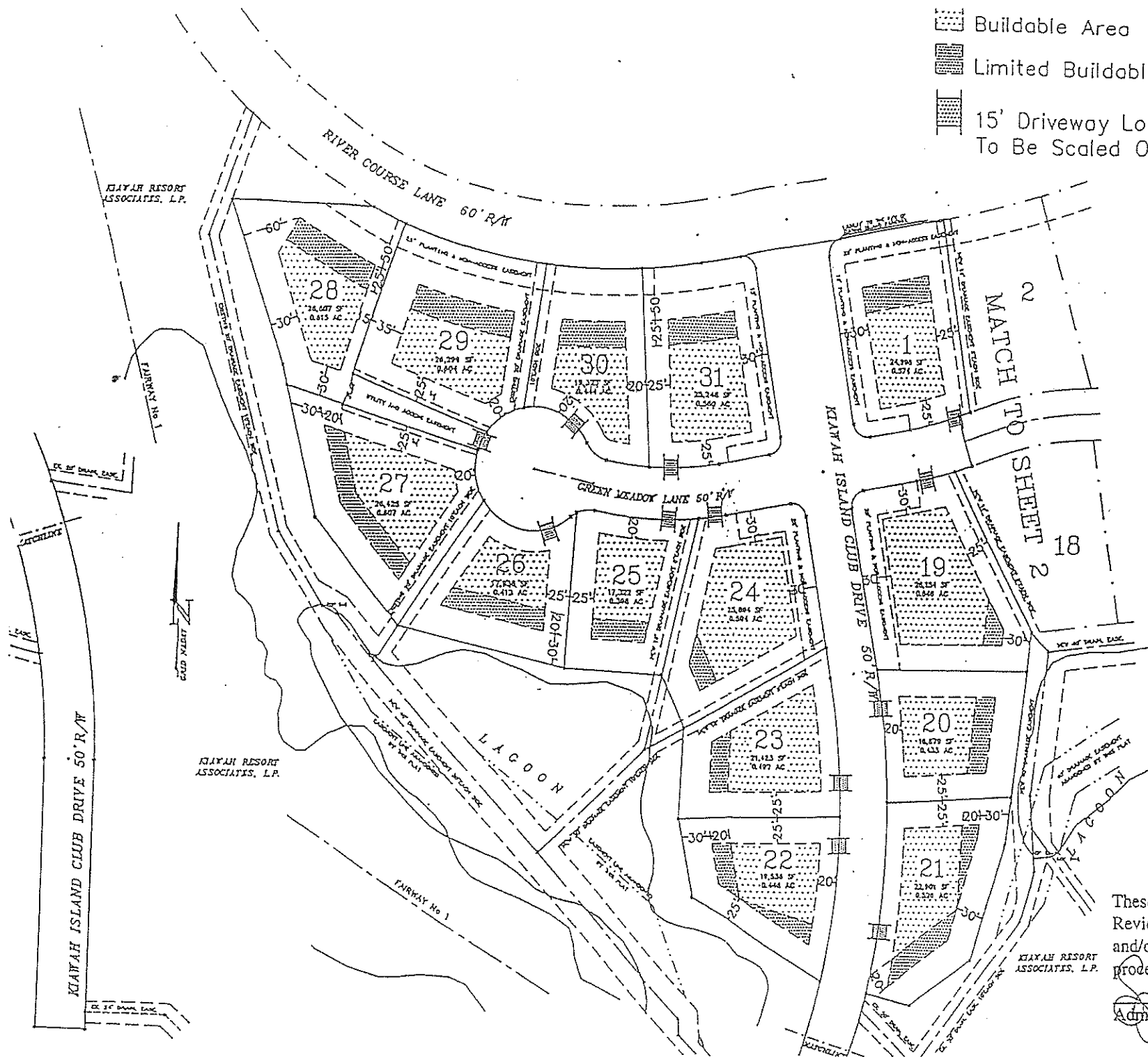
**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

 8-13-97
Administrator Date

GREEN MEADOW LANE

-  Buildable Area
-  Limited Buildable Area
-  15' Driveway Location To Be Scaled Off Drawing



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

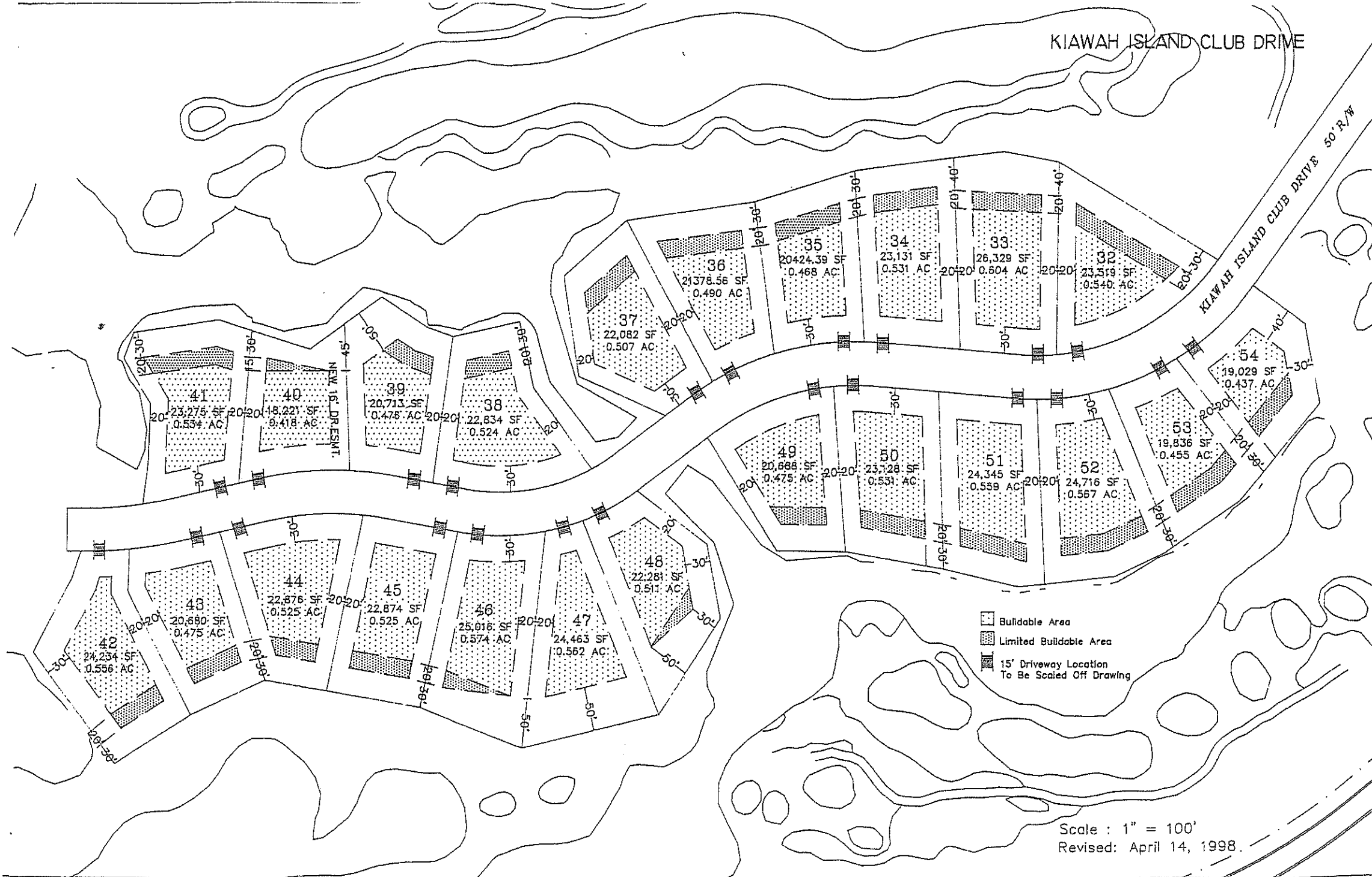
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

William A. Nash
 Administrator

8.13.97
 Date

SCALE: 1" = 100'

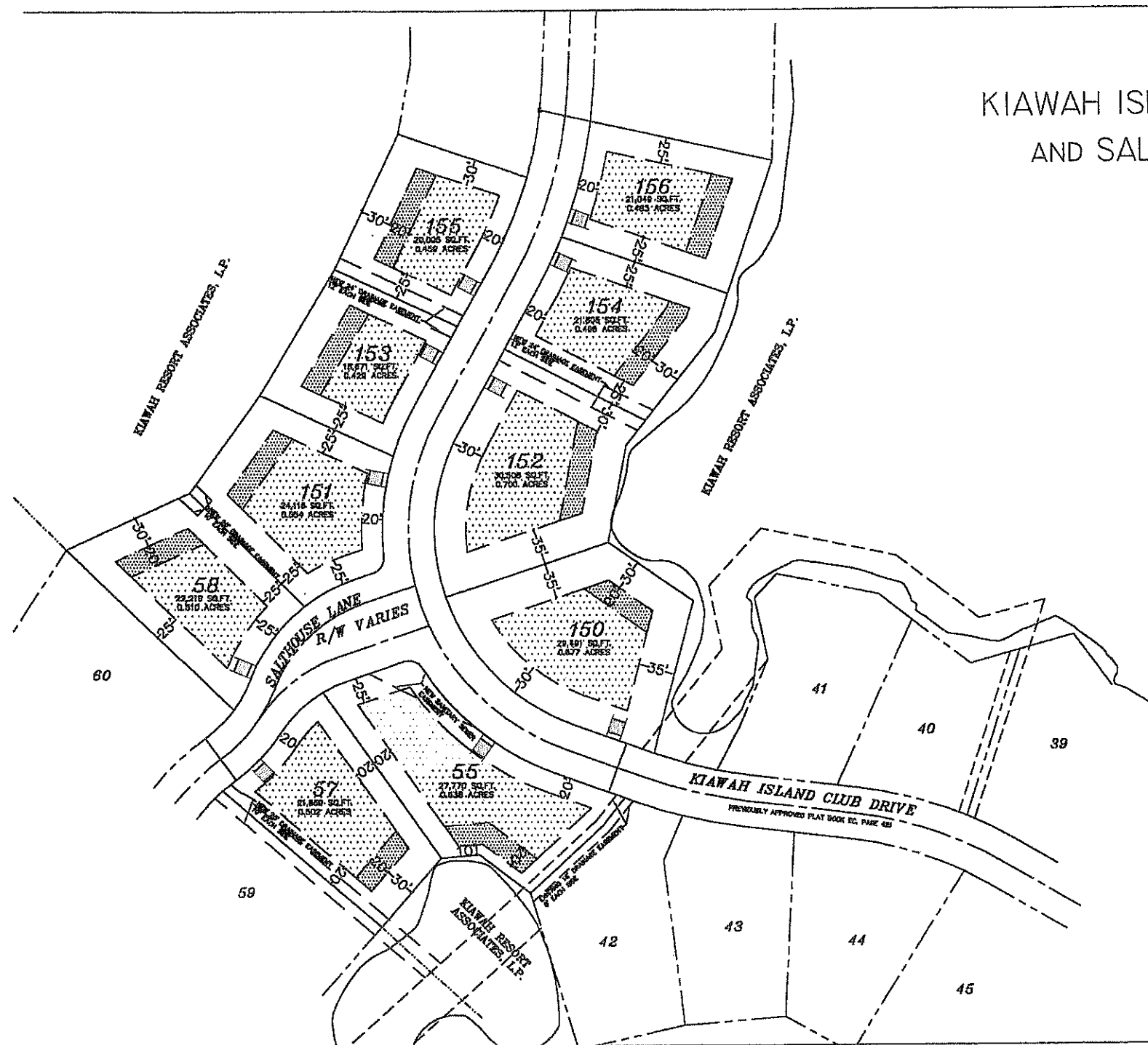
KIAWAH ISLAND CLUB DRIVE






- Buildable Area
- Limited Buildable Area
- 15' Driveway Location To Be Scaled Off Drawing

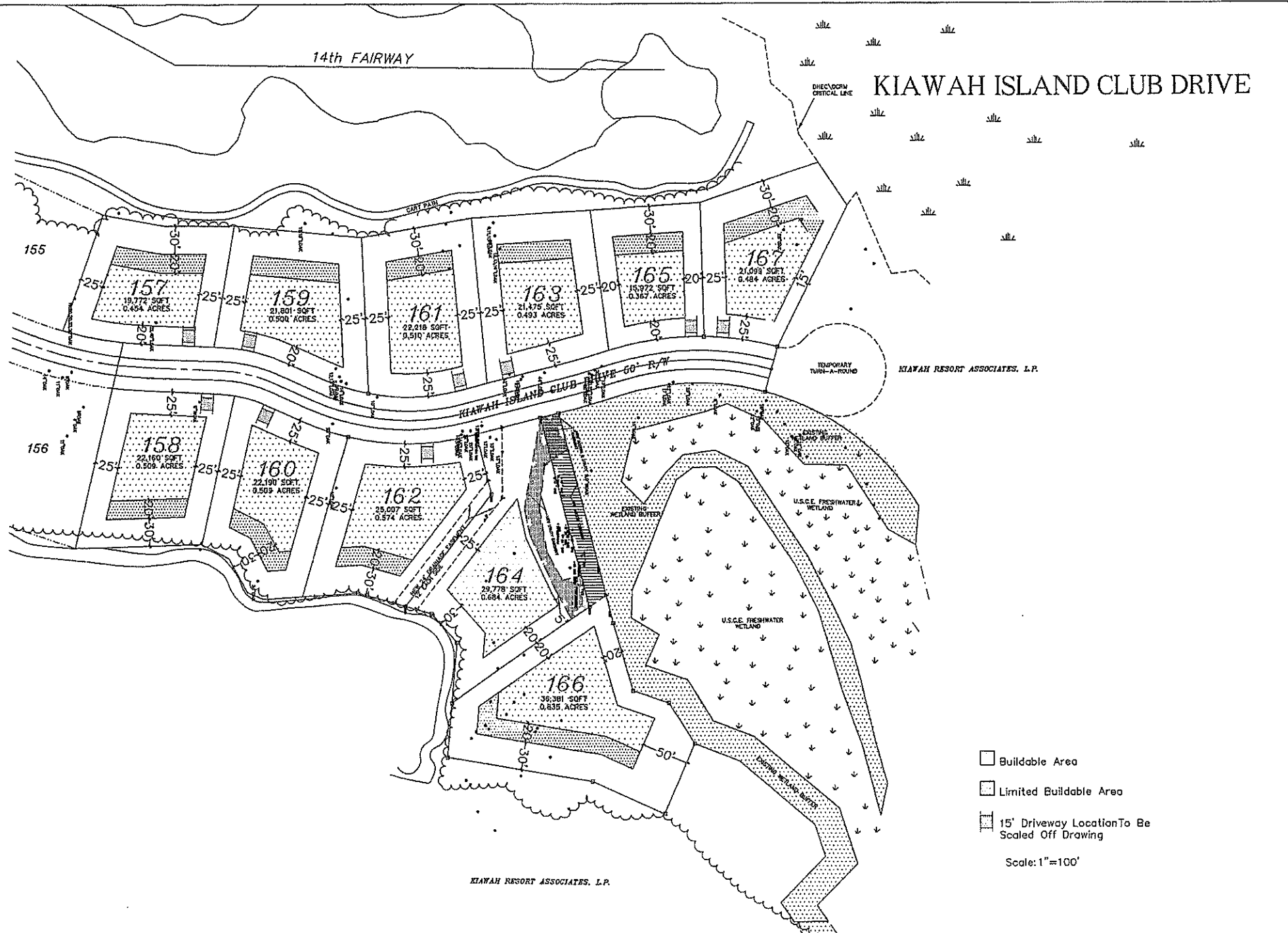
Scale : 1" = 100'
Revised: April 14, 1998.

KIAWAH ISLAND CLUB DRIVE AND SALTHOUSE LANE



-  Bulldable Area
-  Limited Bulldable Area
-  15' Driveway Location To Be Scaled Off Drawing

Scale : 1" = 100'
Revised: March 9, 1999



KIWAH ISLAND CLUB DRIVE

KIWAH RESORT ASSOCIATES, L.P.

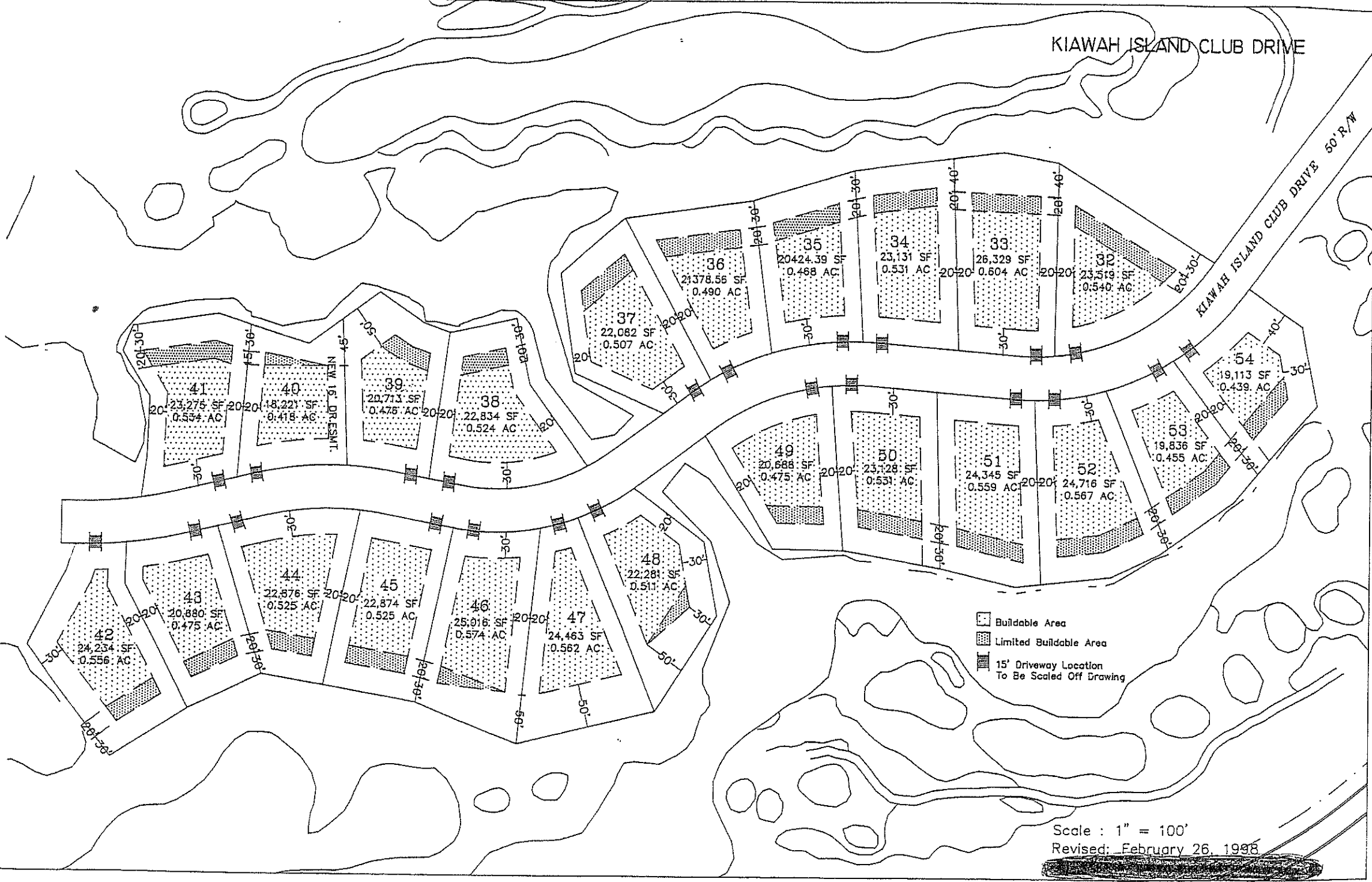
KIWAH RESORT ASSOCIATES, L.P.

- Buildable Area
- Limited Buildable Area
- 15' Driveway Location To Be Scaled Off Drawing

Scale: 1"=100'

KIAWAH ISLAND CLUB DRIVE

KIAWAH ISLAND CLUB DRIVE 50' R/W



Scale : 1" = 100'
Revised: February 26, 1988

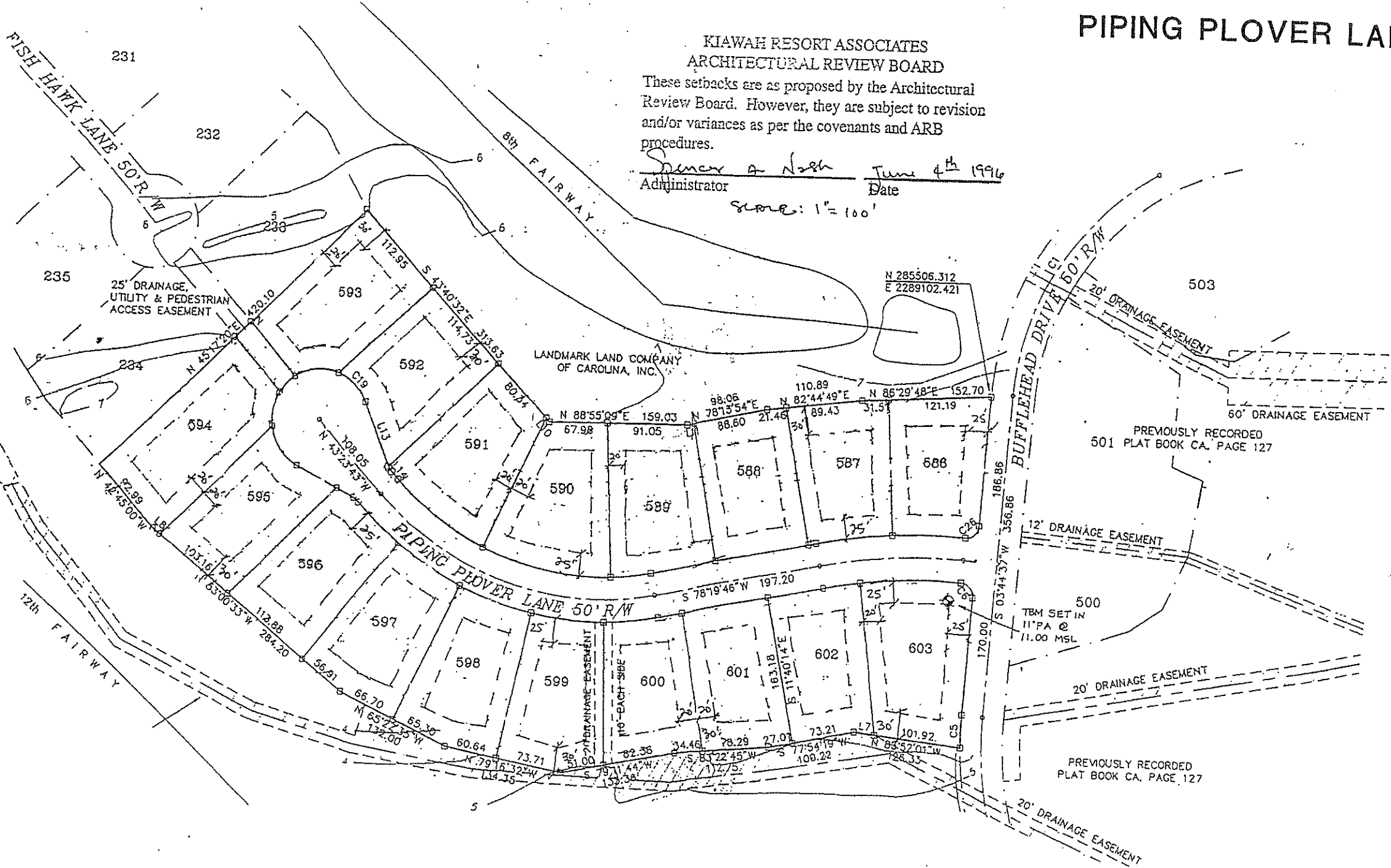
PIPING PLOVER LANE

KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

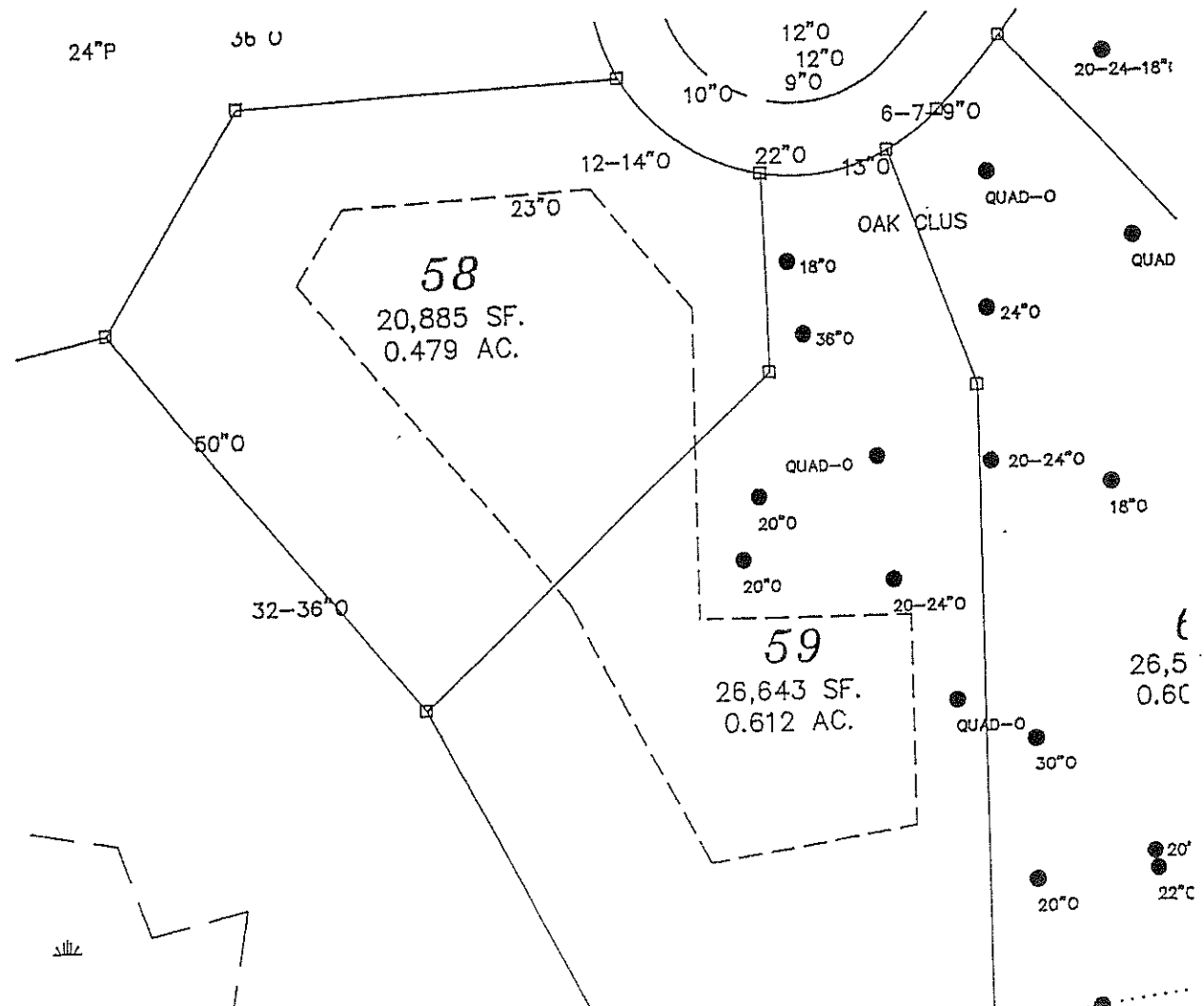
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Sencer A. Nash June 4th 1996
Administrator Date

scale: 1" = 100'

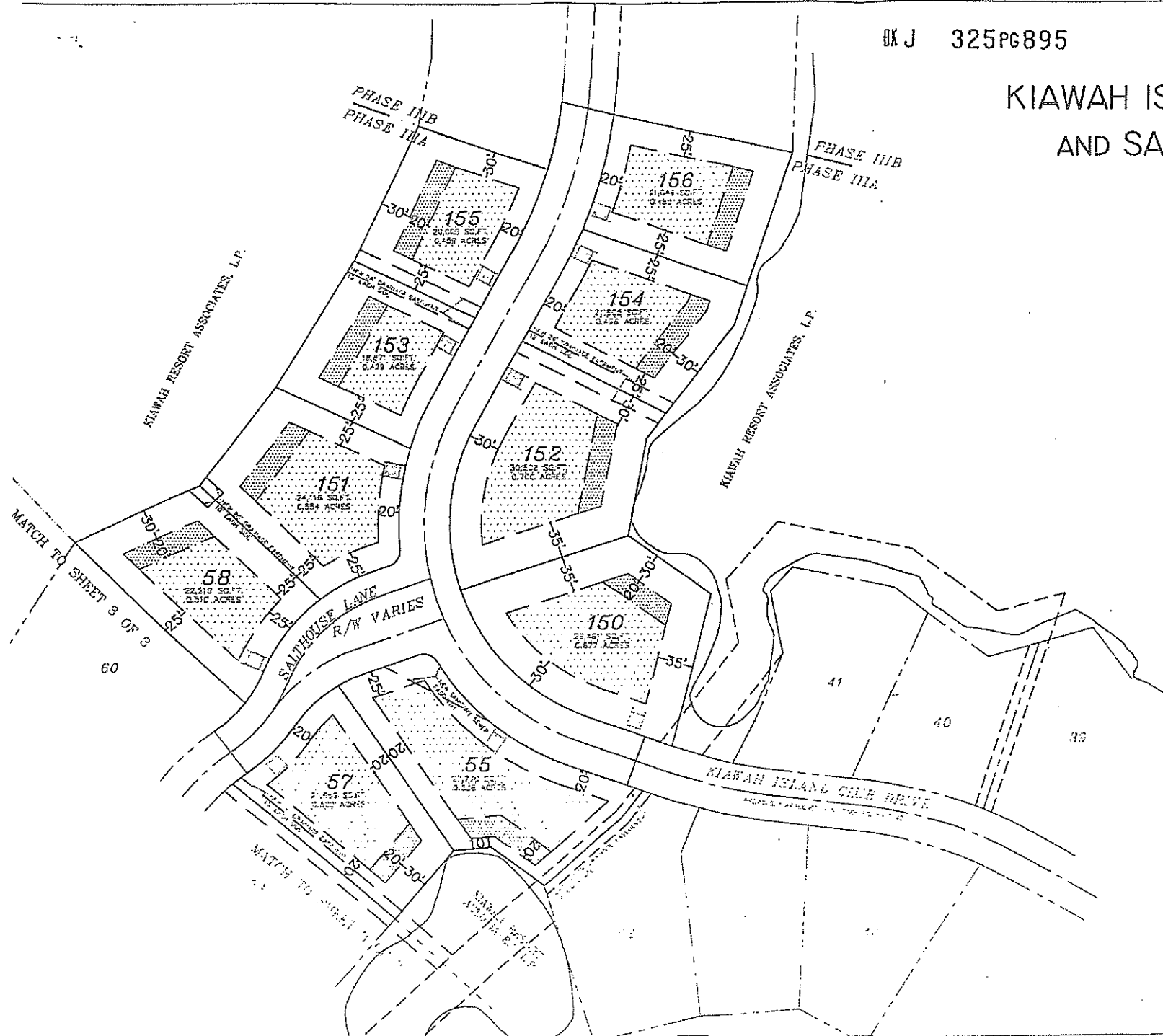


RIVER MARSH LANE



EX J 325PG895

KIAWAH ISLAND CLUB DRIVE AND SALTHOUSE LANE



- Buildable Area
- Limited Buildable Area
- 15' Driveway Location
To Be Scaled Off Drawing

Scale : 1" = 100'
Revised: March 9, 1999

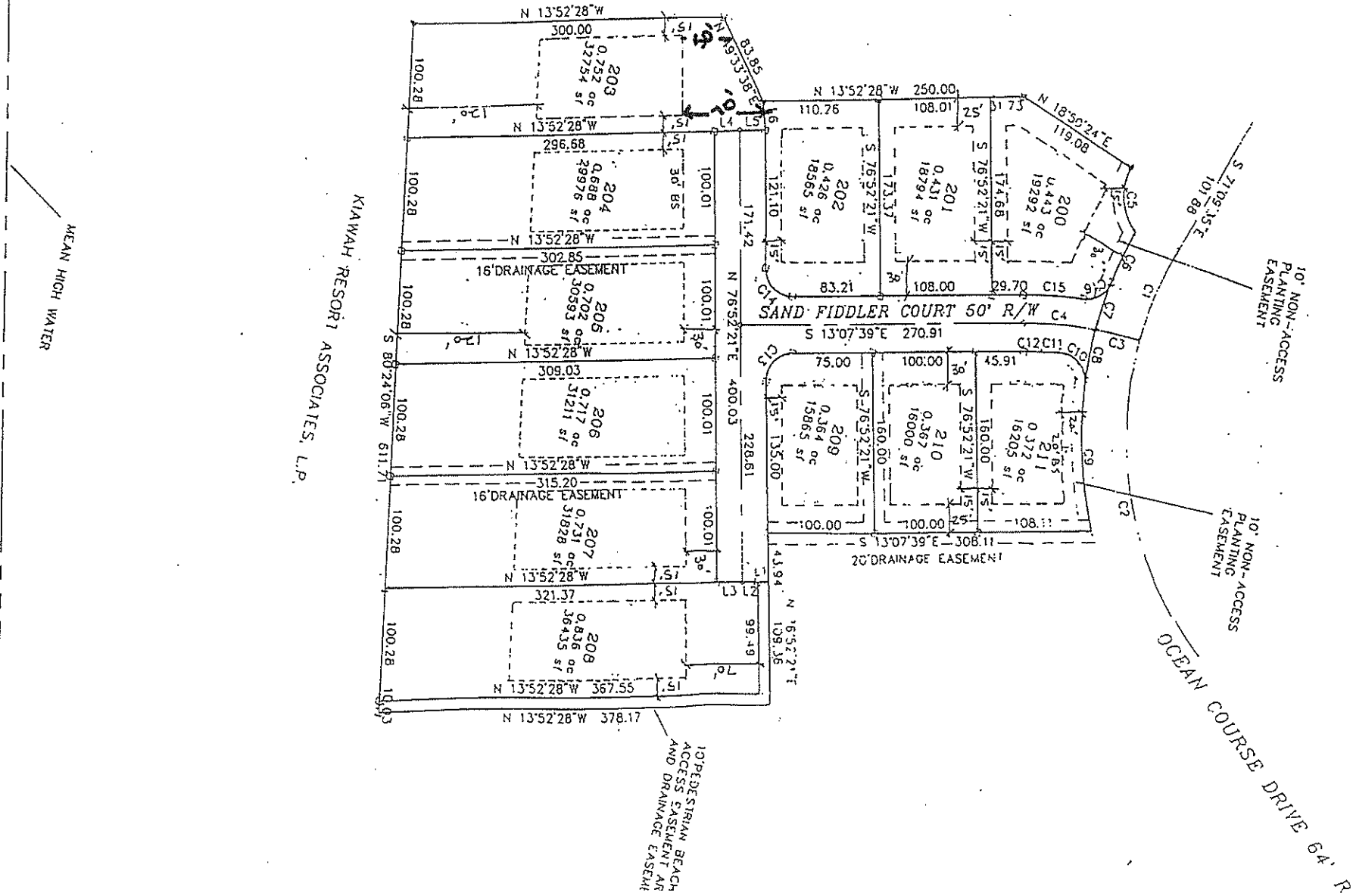
SAND FIDDLER COURT

KIWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

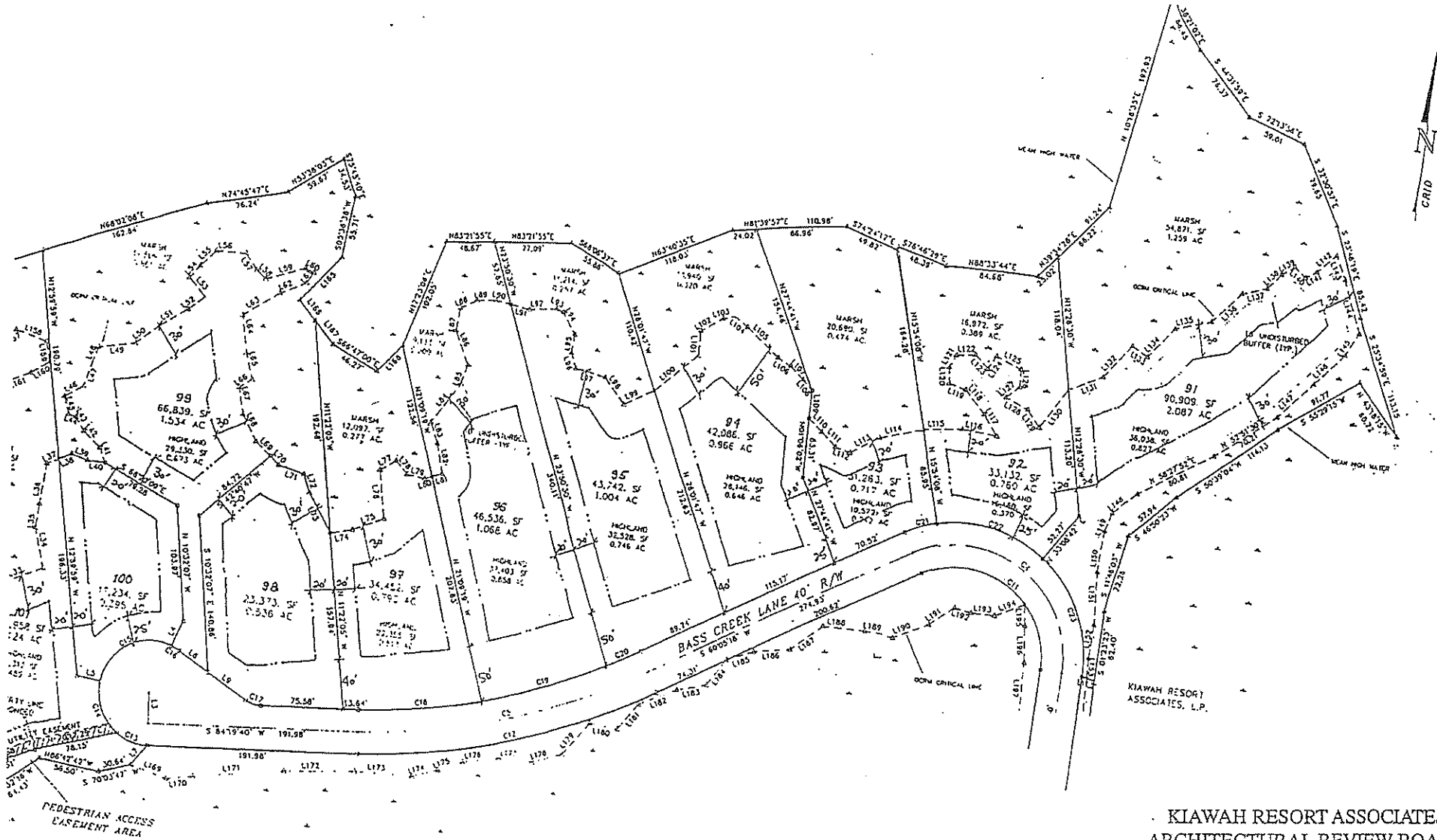
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash August 30, 1996
 Administrator Date

SCALE 1" = 100'



BASS CREEK LANE






KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

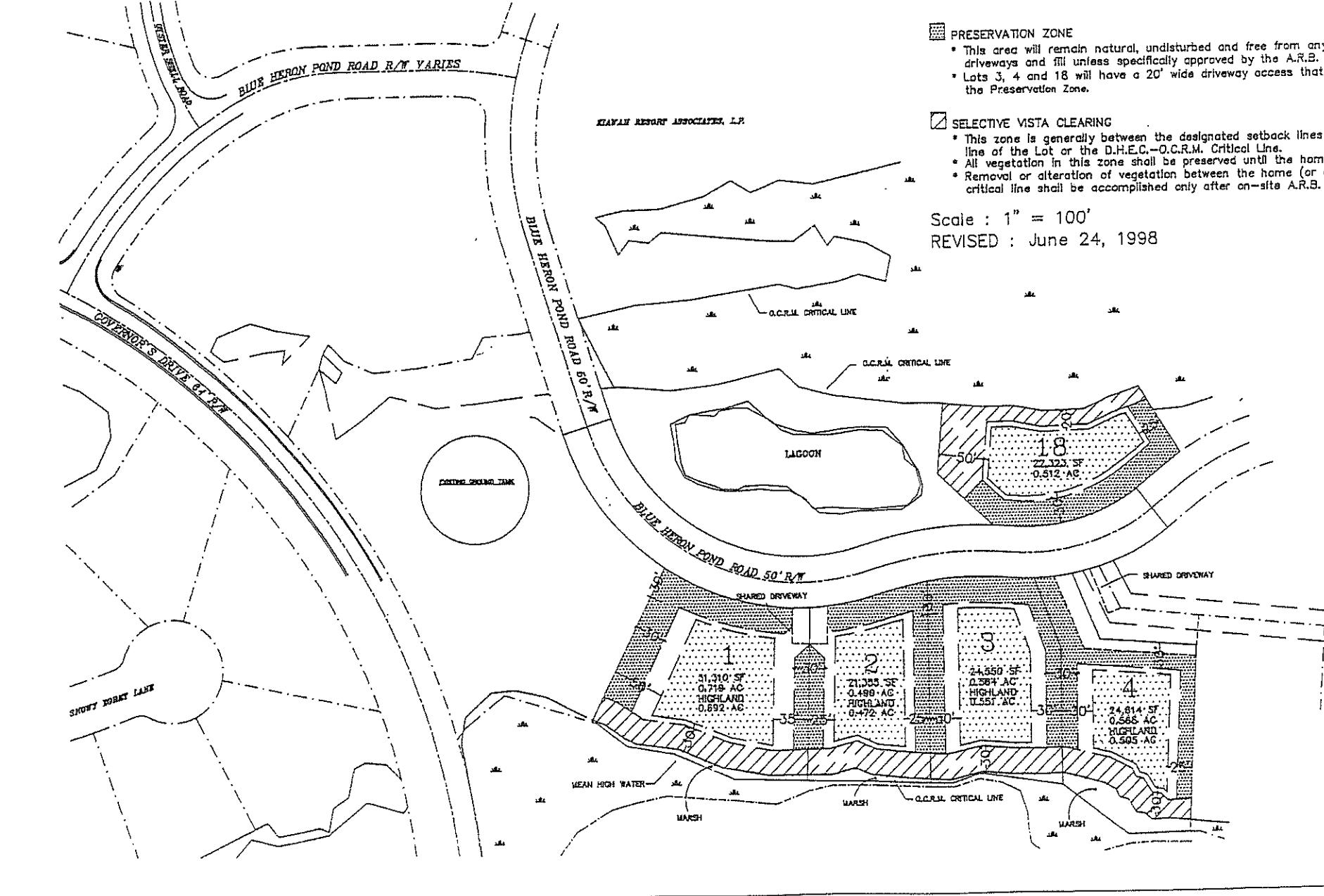
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Don A. Nash April 30th 1997
 Administrator Date

BLUE HERON POND ROAD

-  BUILDABLE AREA
-  PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 - Lots 3, 4 and 18 will have a 20' wide driveway access that can penetrate the Preservation Zone.
-  SELECTIVE VISTA CLEARING
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : June 24, 1998



KIAWAH RESORT ASSOCIATES, L.P.

BLUE HERON POND ROAD

 BUILDABLE AREA

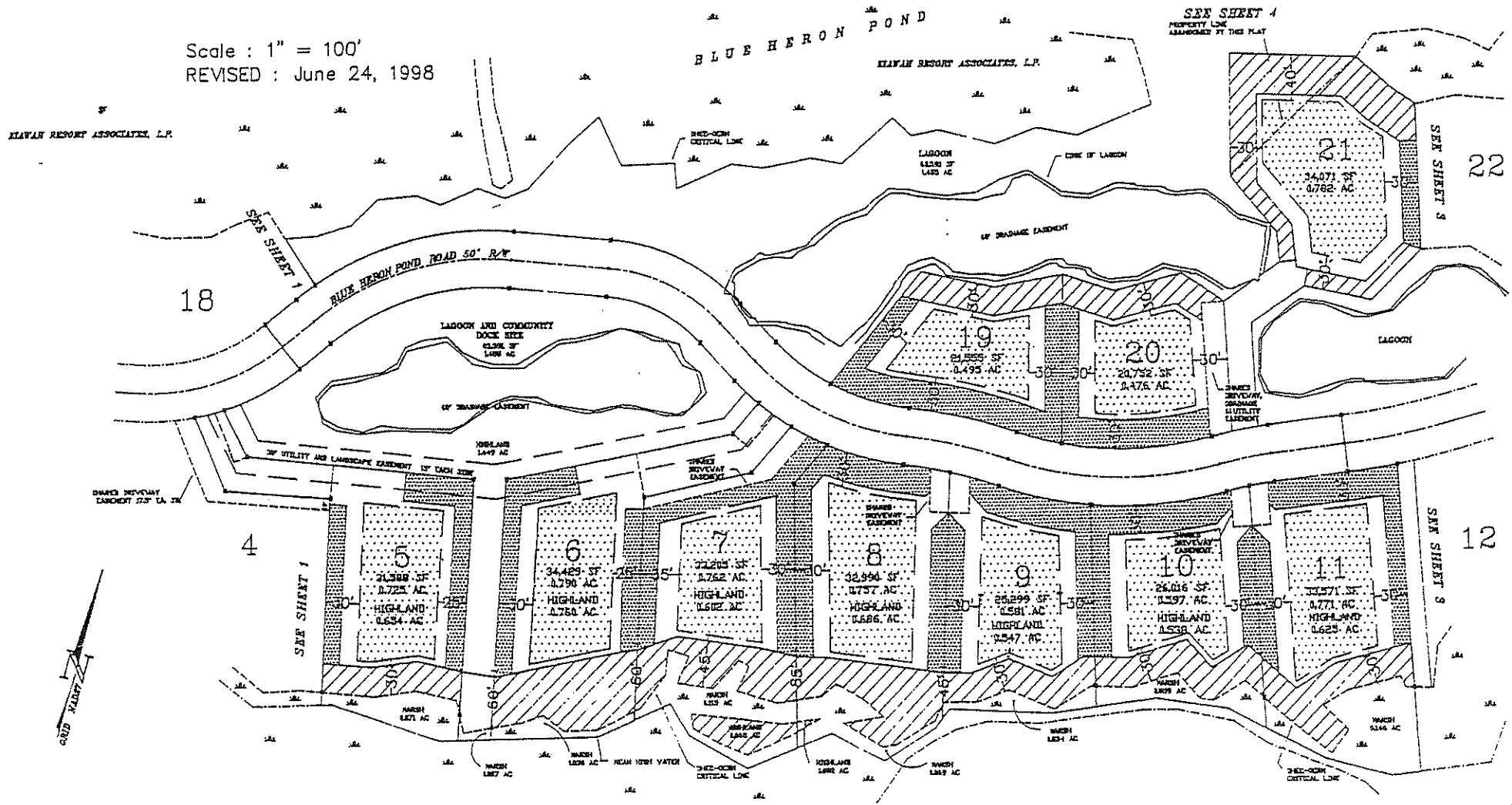
 PRESERVATION ZONE

- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.E.
- Lots 7 and 19 will have a 20' wide driveway access that can penetrate the Preservation Zone.


 SELECTIVE VISTA CLEARING


- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.S. approval.


Scale : 1" = 100'
REVISED : June 24, 1998



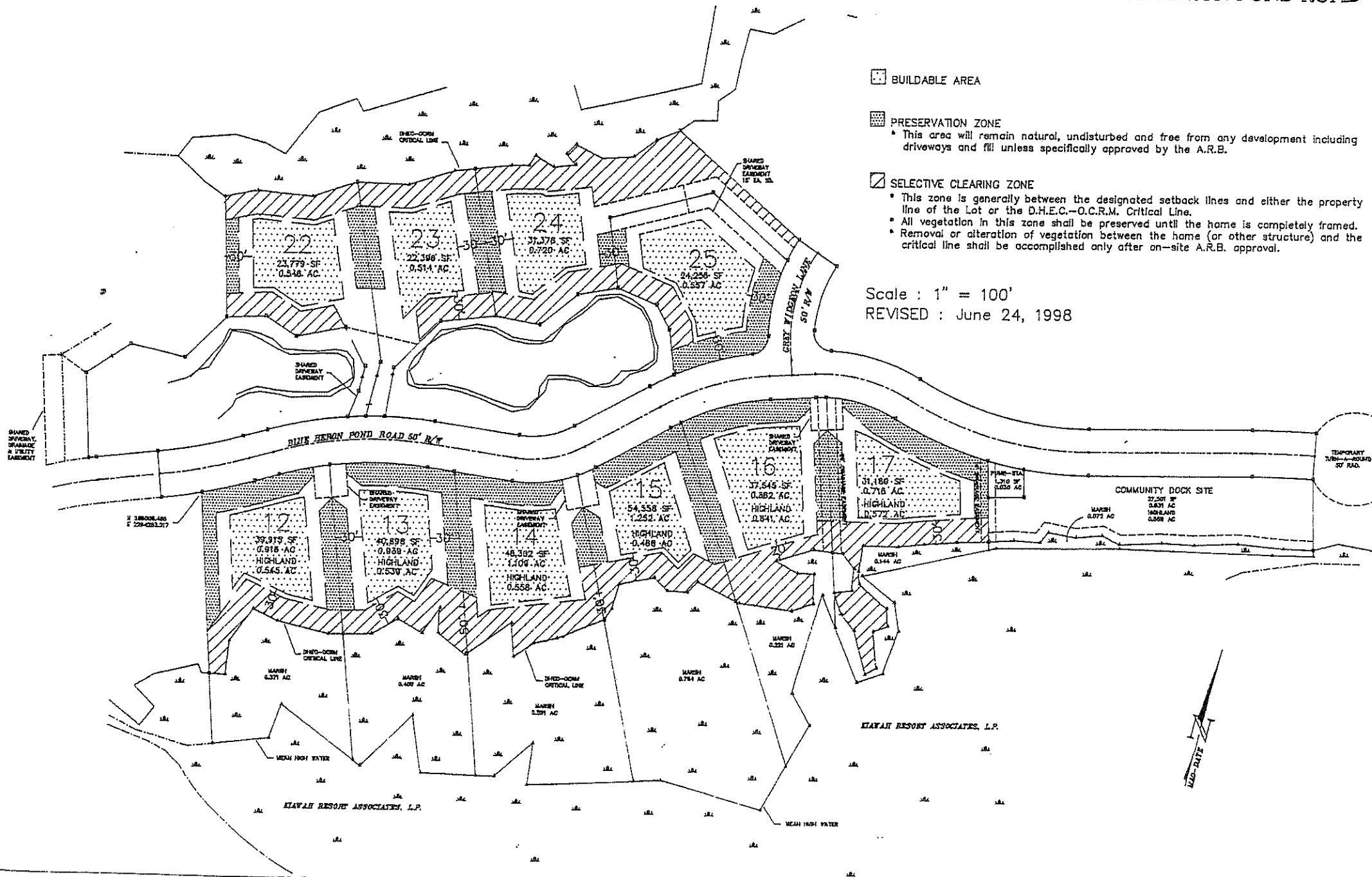
BLUE HERON POND ROAD

 BUILDABLE AREA

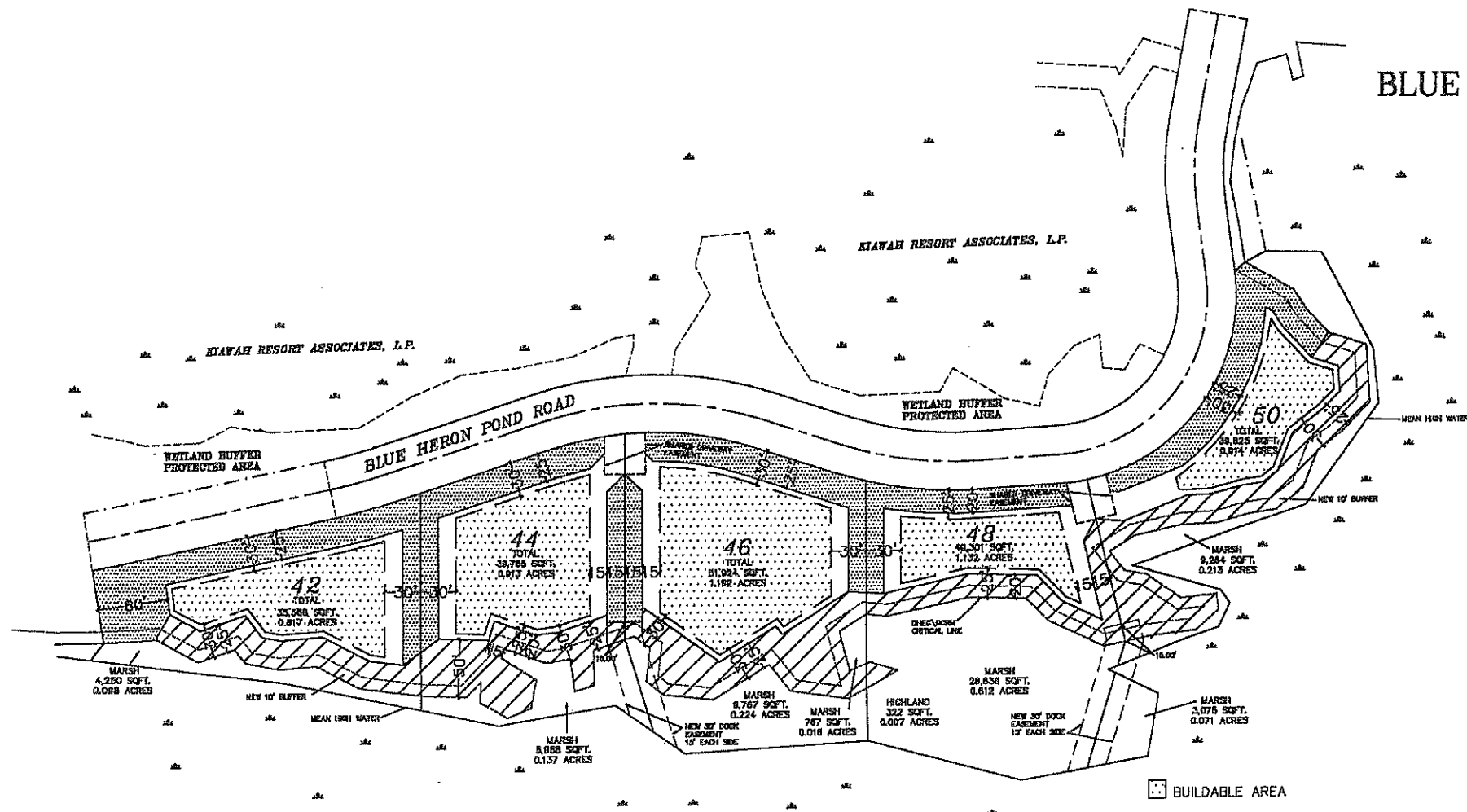
 PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

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

Scale : 1" = 100'
 REVISED : June 24, 1998



BLUE HERON POND ROAD



☐ BUILDABLE AREA

▨ PRESERVATION ZONE

- * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- * Lot 42 will have a 20' wide driveway access that can penetrate the Preservation Zone.

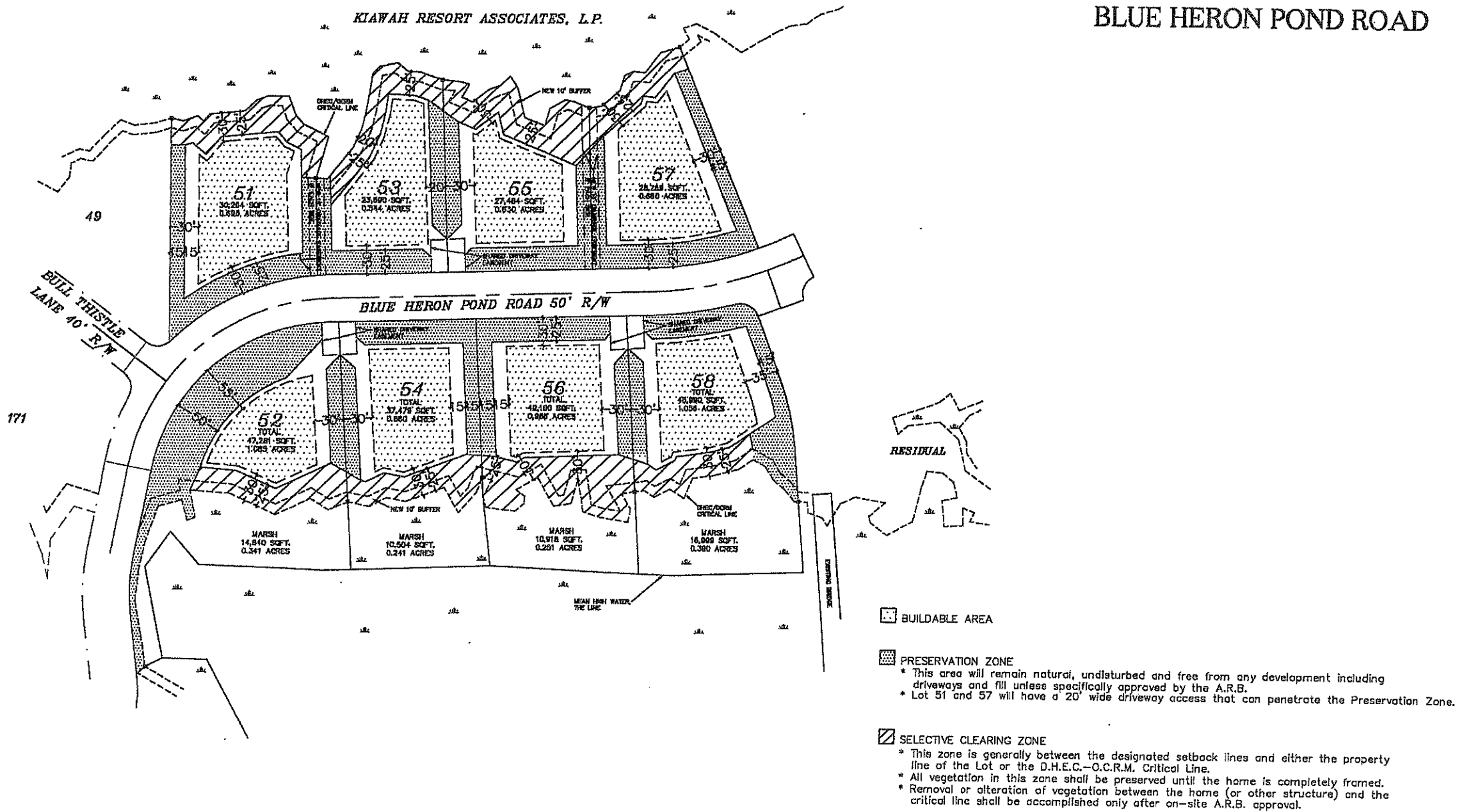
▧ SELECTIVE CLEARING ZONE

- * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- * All vegetation in this zone shall be preserved until the home is completely framed.
- * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : April 3, 2000

BLUE HERON POND ROAD

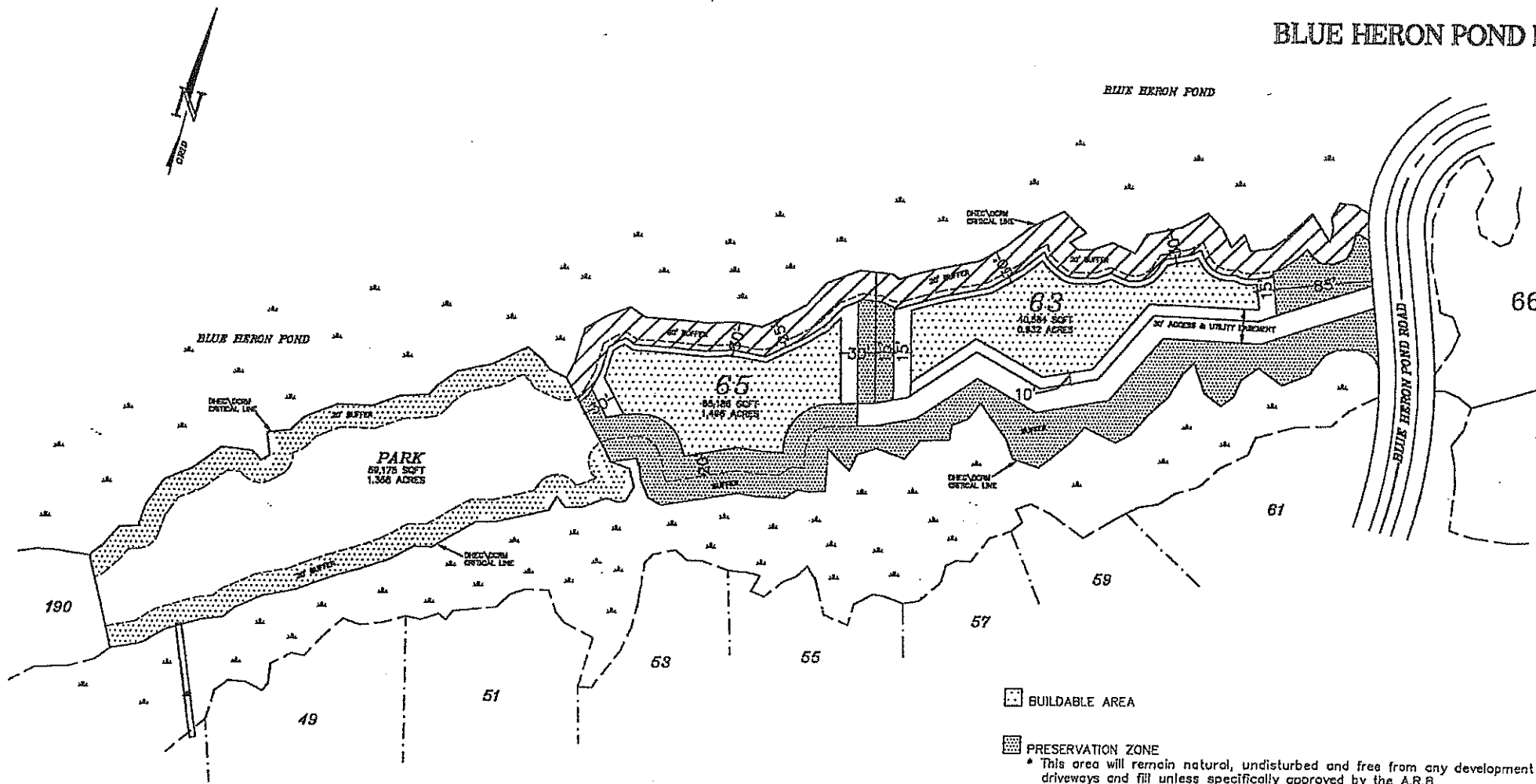
KIAWAH RESORT ASSOCIATES, L.P.



Scale : 1" = 100'

REVISED : March 15, 2000

BLUE HERON POND ROAD



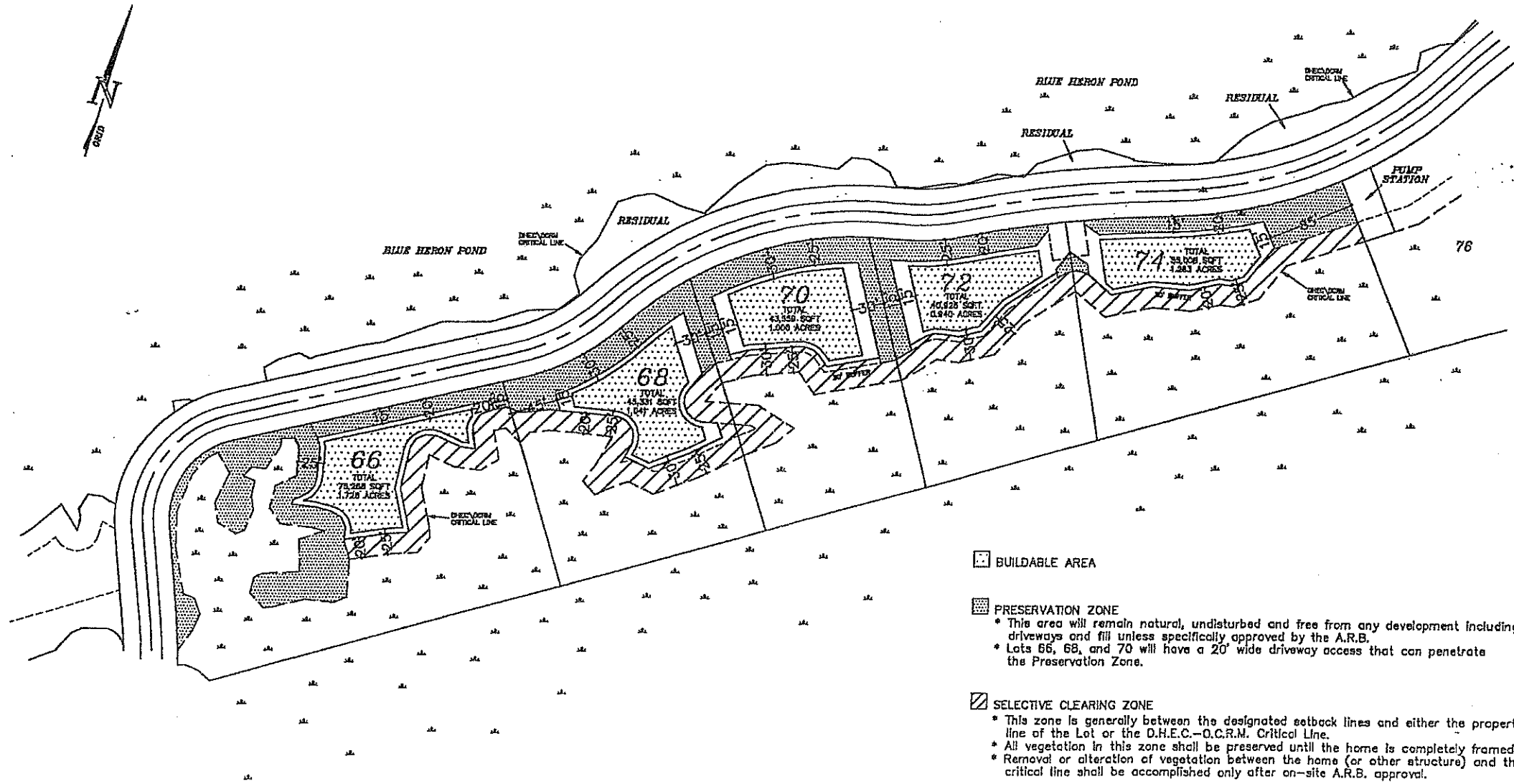
BUILDABLE AREA

PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 * Lot 65 will have a 20' wide driveway access that can penetrate the Selective Clearing Zone and the Preservation Zone.

SELECTIVE CLEARING ZONE
 * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 * All vegetation in this zone shall be preserved until the home is completely framed.
 * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

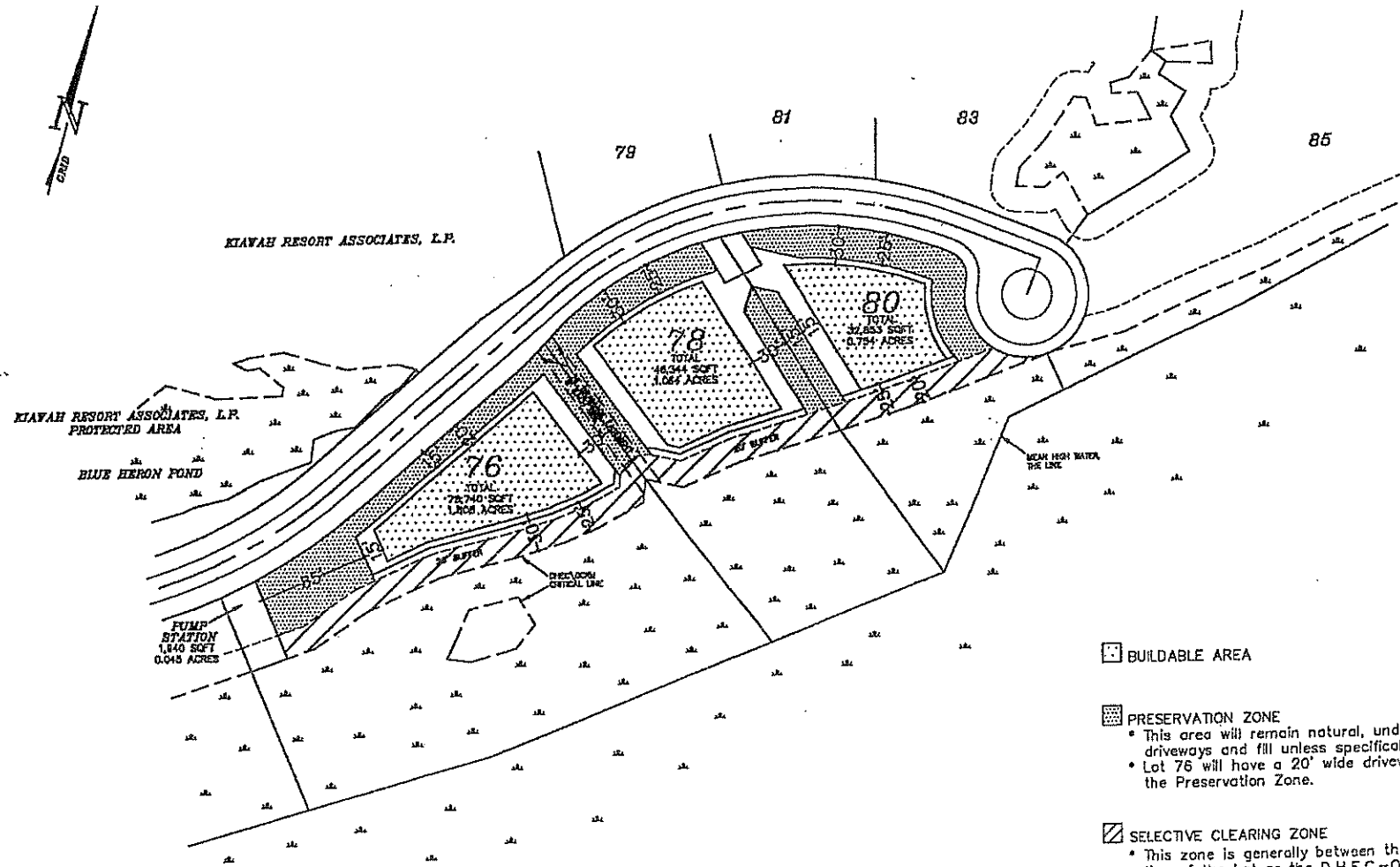
Scale : 1" = 100'
 REVISED : March 20, 2002

BLUE HERON POND ROAD



Scale : 1" = 100'
 REVISED : March 20, 2002

BLUE HERON POND ROAD



☐ BUILDABLE AREA

▨ PRESERVATION ZONE

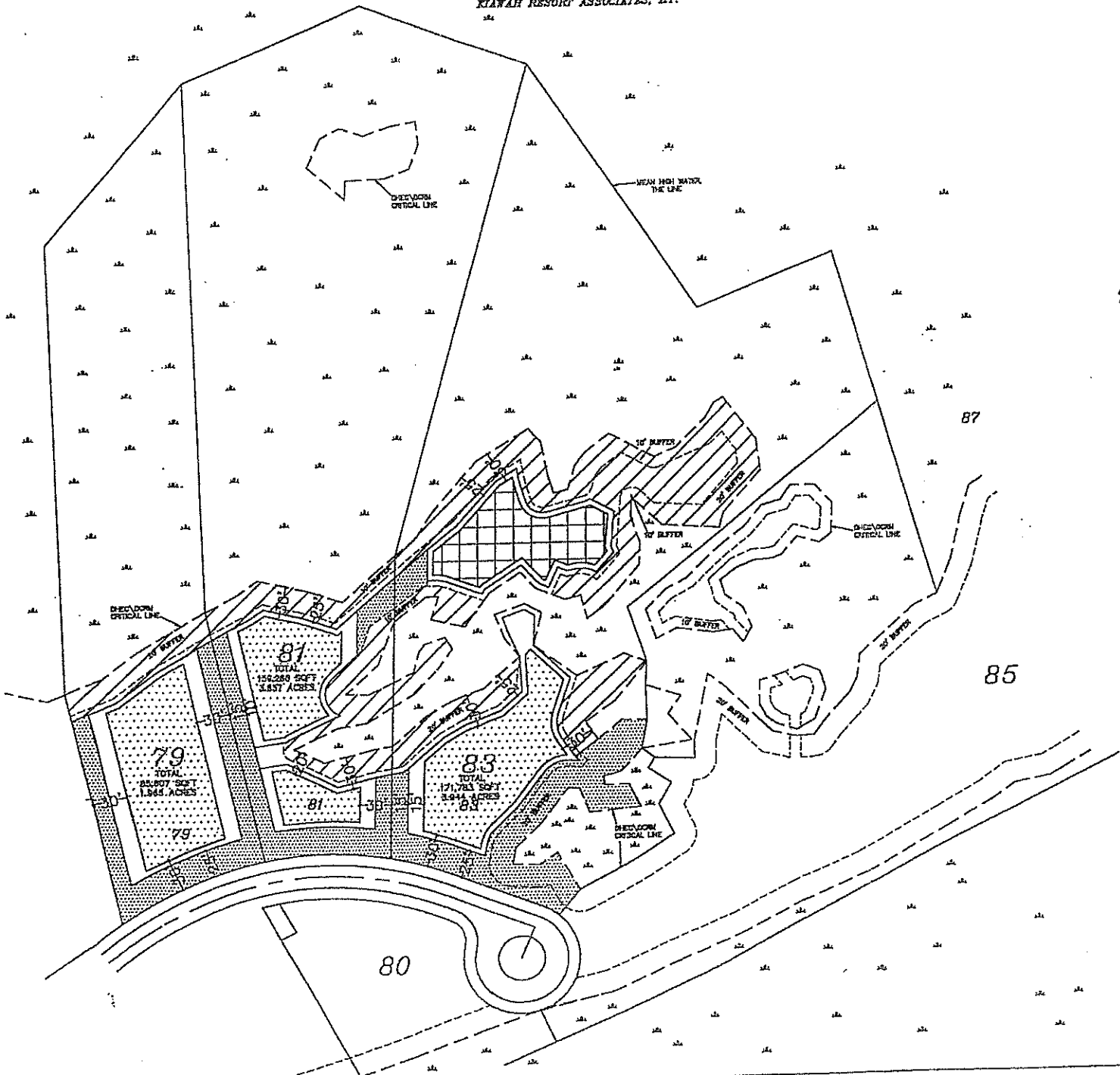
- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lot 76 will have a 20' wide driveway access that can penetrate the Preservation Zone.





▧ SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : March 20, 2002

BLUE HERON POND ROAD



-  BUILDABLE AREA
-  LIMITED BUILDABLE AREA (Limiting to 2000 SF and a Maximum of 1 1/2 Stories)
-  PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 - * Lots 79, 81, and 83 will have a 20' wide driveway access that can penetrate the Preservation Zone.
-  SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.


Scale : 1" = 100'
 REVISED : March 29, 2002


BLUE HERON POND ROAD

85

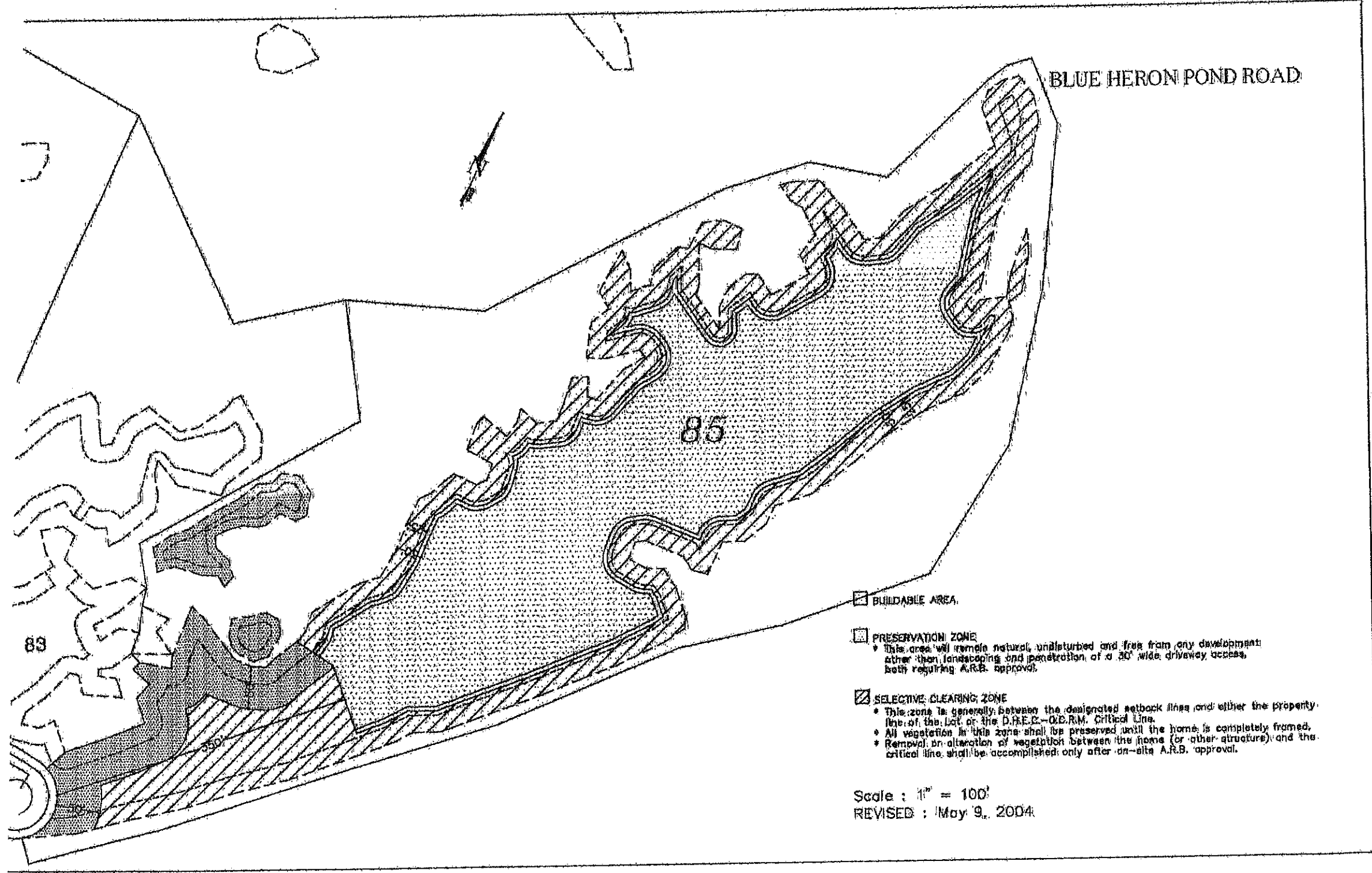
83

 BUILDABLE AREA

 PRESERVATION ZONE
• This area will remain natural, undisturbed and free from any development other than landscaping and penetration of a 30' wide driveway access, both requiring A.R.B. approval.

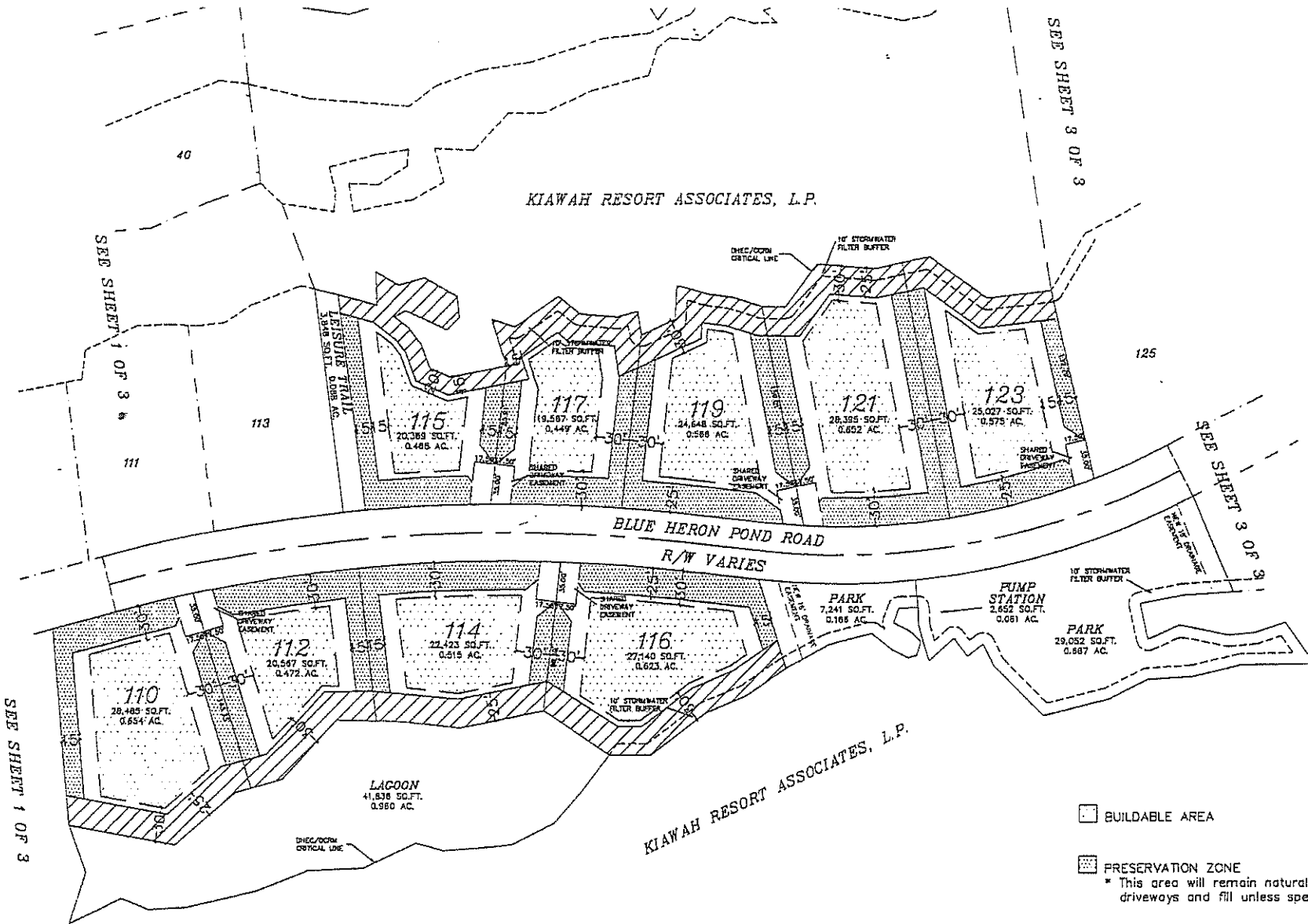
 SELECTIVE CLEARING ZONE
• This zone is generally between the designated setback lines and either the property line of the Lot or the D.F.E.C.-O.E.R.M. Critical Line.
• All vegetation in this zone shall be preserved until the home is completely framed.
• Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
REVISED : May 9, 2004



BLUE HERON POND ROAD

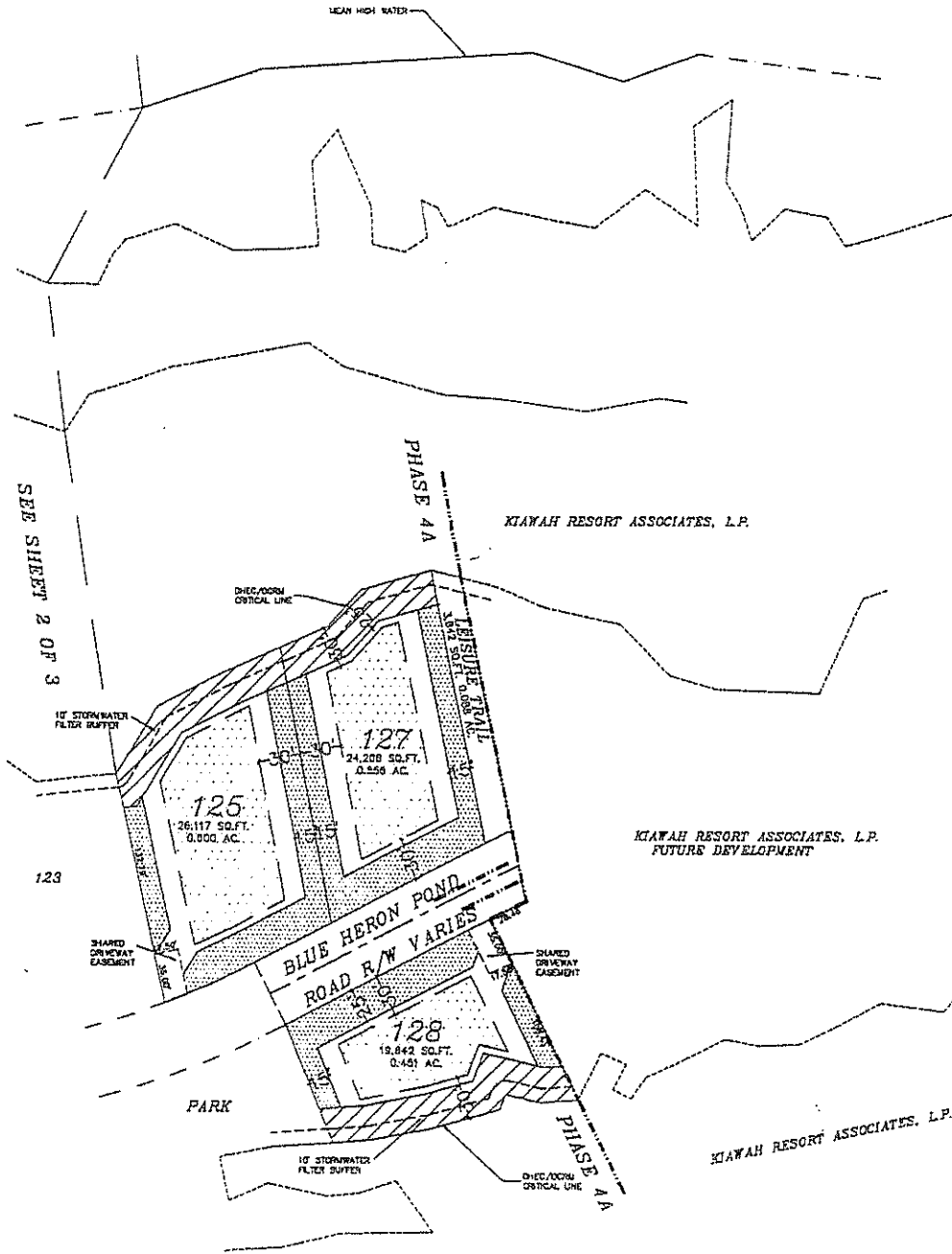
KIAWAH RESORT ASSOCIATES, L.P.



- BUILDABLE AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : October 24, 1998

BLUE HERON POND ROAD



BUILDABLE AREA

PRESERVATION ZONE

- * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.E.
- * Lot 127 will have a 20' wide driveway access that can penetrate the Preservation Zone.

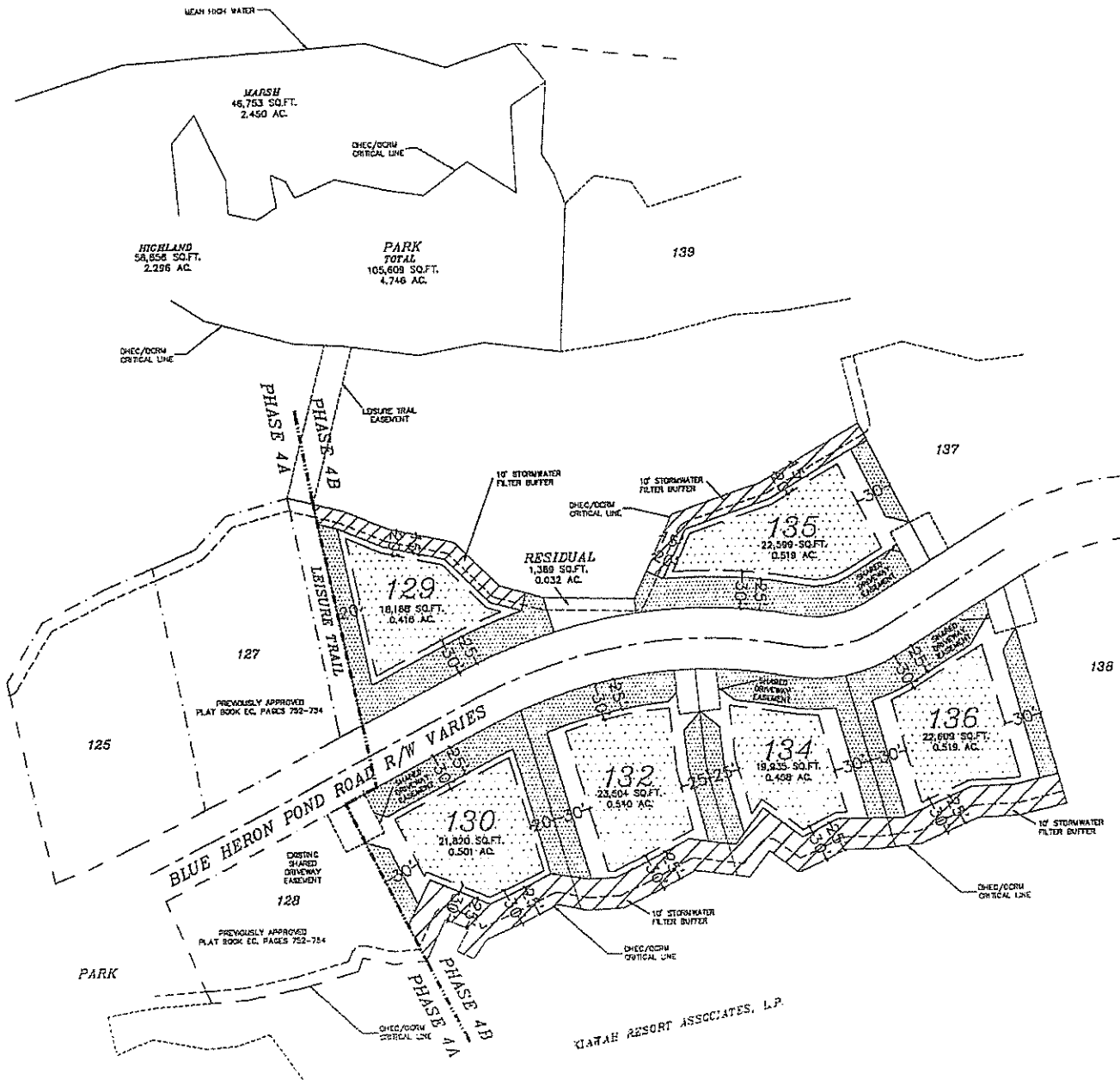
SELECTIVE CLEARING ZONE

- * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- * All vegetation in this zone shall be preserved until the home is completely framed.
- * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.E. approval.

Scale : 1" = 100'
 REVISED : October 24, 1998

KIAWAH RESORT ASSOCIATES, L.P.

BLUE HERON POND ROAD



□ BUILDABLE AREA

▨ PRESERVATION ZONE

- * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- * Lot 129 will have a 20' wide driveway access that can penetrate the Preservation Zone.

▧ SELECTIVE CLEARING ZONE

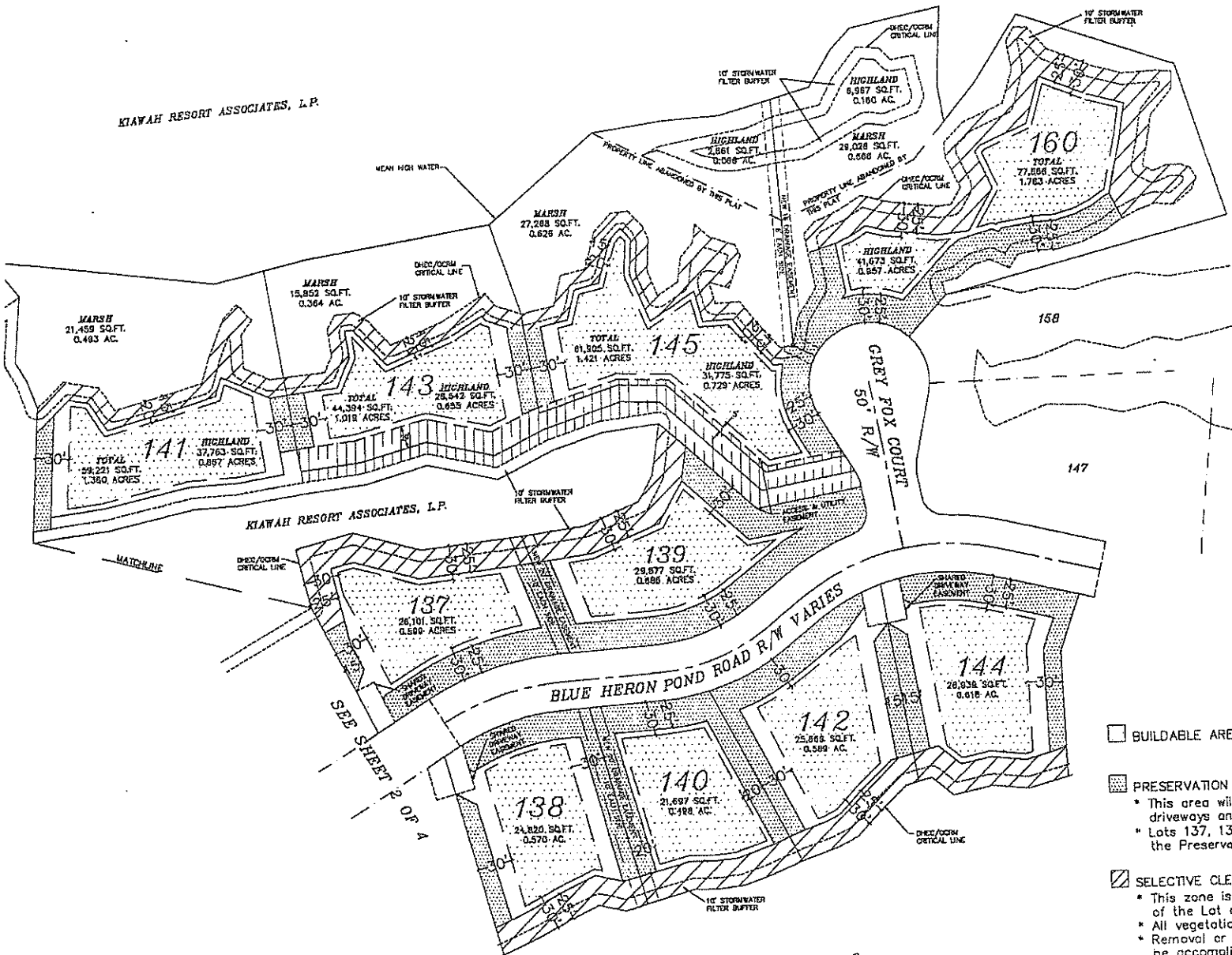
- * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- * All vegetation in this zone shall be preserved until the home is completely framed.
- * Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

Scale : 1" = 100'

REVISED : July 28, 1999

KIAWAH RESORT ASSOCIATES, L.P.

BLUE HERON POND ROAD

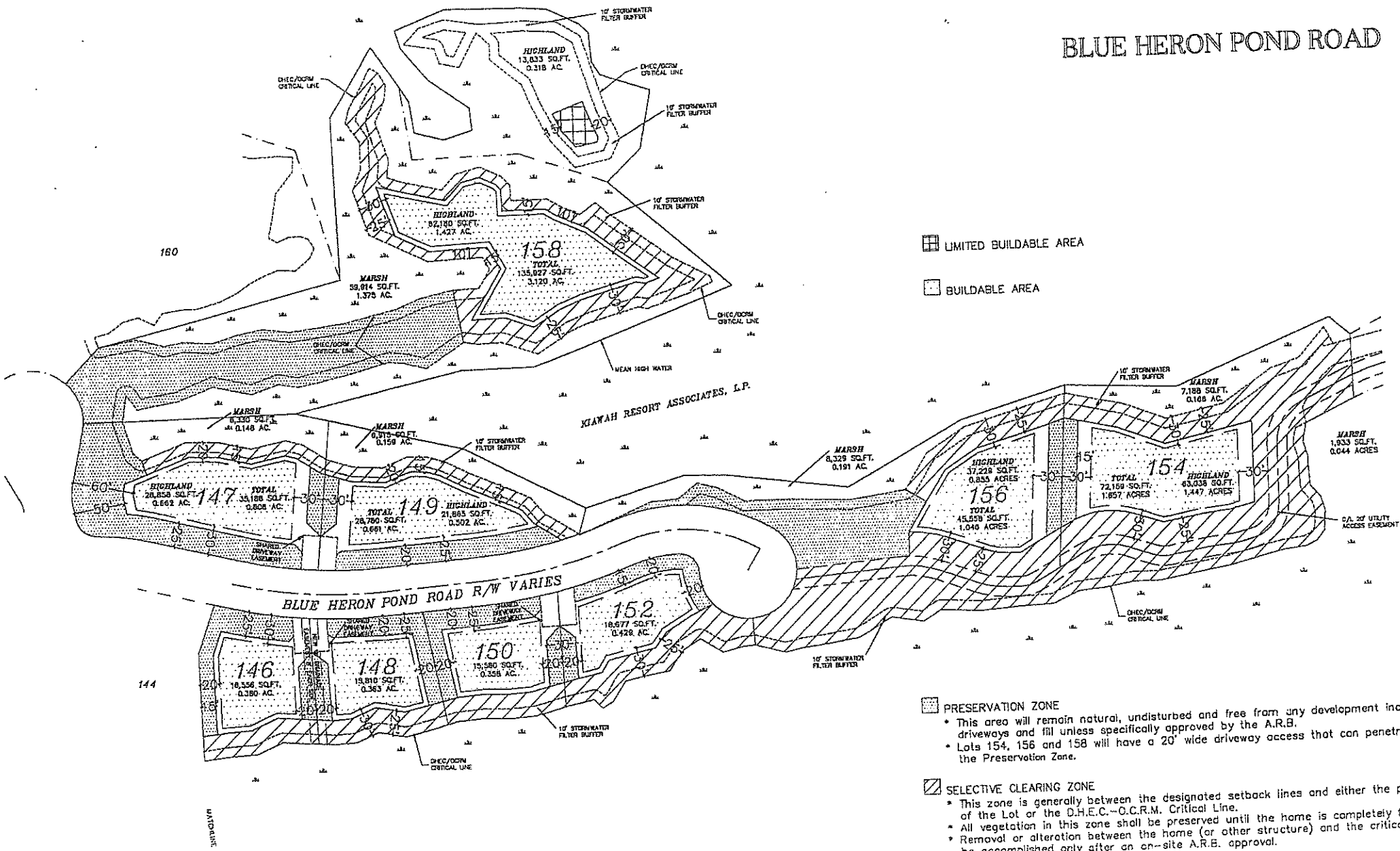


- BUILDABLE AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 - * Lots 137, 139, 140 and 160 will have a 20' wide driveway access that can penetrate the Preservation Zone.
- SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : July 28, 1999

KIAWAH RESORT ASSOCIATES, L.P.

BLUE HERON POND ROAD



▣ LIMITED BUILDABLE AREA

▣ BUILDABLE AREA

▣ PRESERVATION ZONE

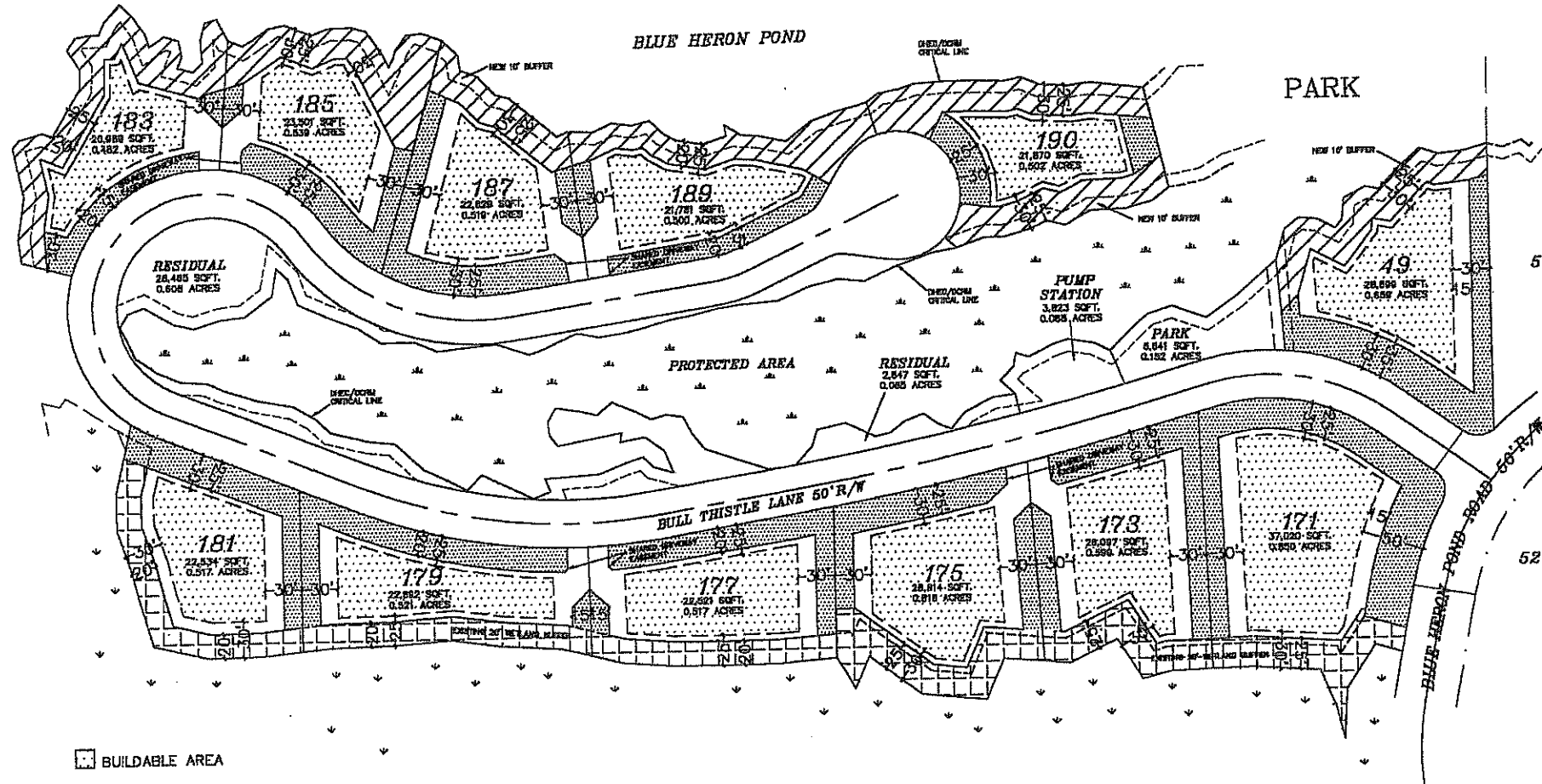
- This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- Lots 154, 156 and 158 will have a 20' wide driveway access that can penetrate the Preservation Zone.

▣ SELECTIVE CLEARING ZONE

- This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- All vegetation in this zone shall be preserved until the home is completely framed.
- Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

Scale : 1" = 100'
 REVISED : July 28, 1999

BULL THISTLE LANE



□ BUILDABLE AREA

▨ PRESERVATION ZONE

- * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- * Lots 49, 171, 181 and 190 will have a 20' wide driveway access that can penetrate the Preservation Zone.

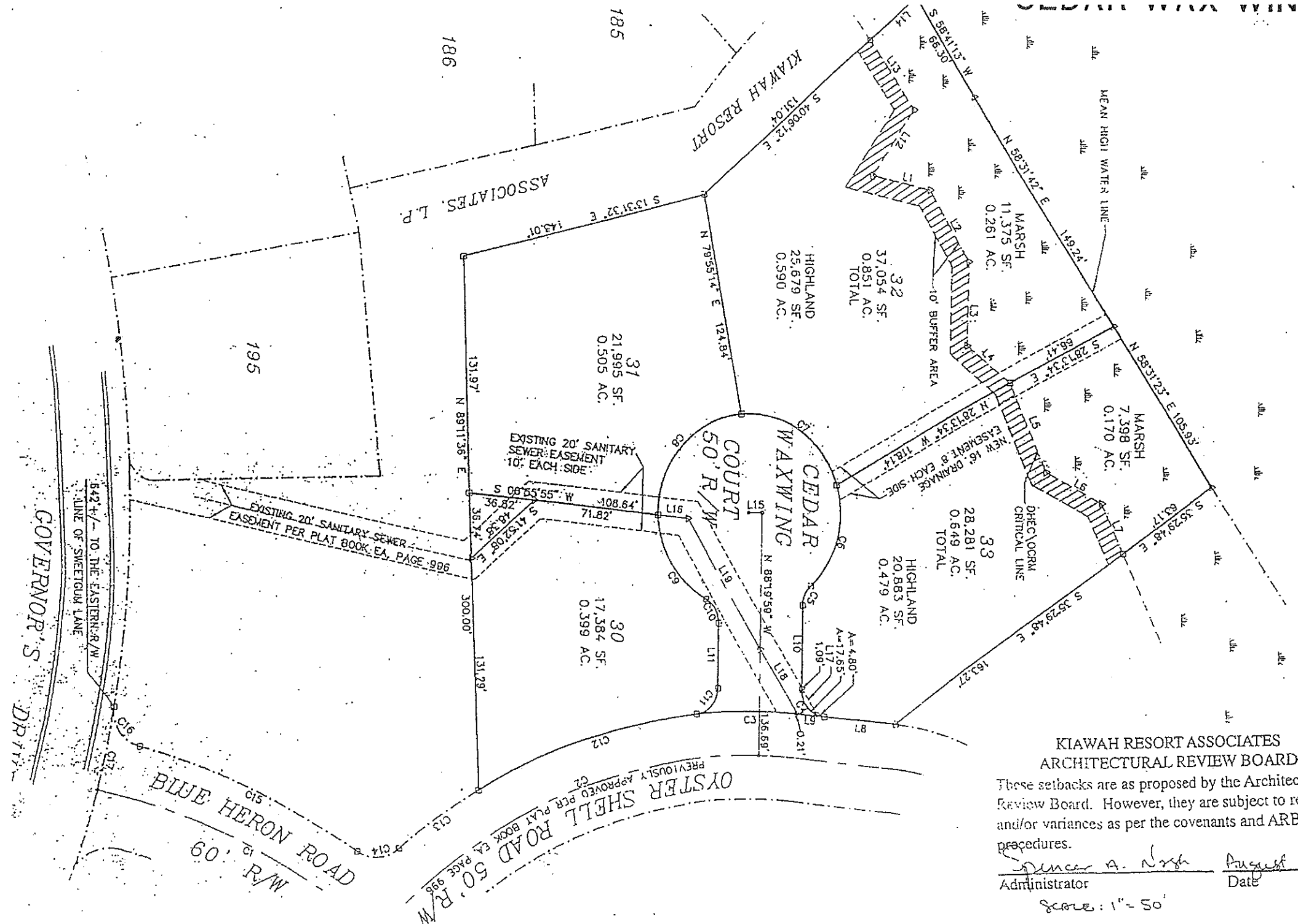
▤ RESTRICTIVE CLEARING ZONE

- * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
- * All vegetation in this zone shall be preserved until the home is completely framed.
- * Removal or alteration between the home (or other structure) and the critical line shall be accomplished only after an on-site A.R.B. approval.

▤ RESTRICTIVE CLEARING ZONE

- * In addition to the notations for the Selective Clearing Zone, this designated area is subject to a Declaration of Restrictive Covenants dated September 8, 1999, and recorded in Book J334, page 16, in the Charleston County R.M.C. Office (the "Declaration").
- * Only limited pruning and thinning of certain shrubs and small trees will be allowed (with A.R.B. approval) to maintain views. Clear cutting of understory shrubs is prohibited.
- * Reference must be made to the Declaration for specific details as to permitted and prohibited activities within the Restrictive Clearing Zone.

Scale : 1" = 100'
REVISED : April 5, 2000



**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**


These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.


Spencer A. Nash
Administrator

August 20th 1997
Date


Scale: 1" = 50'

CEDAR WAX WING COURT

 BUILDABLE AREA

 PRESERVATION ZONE

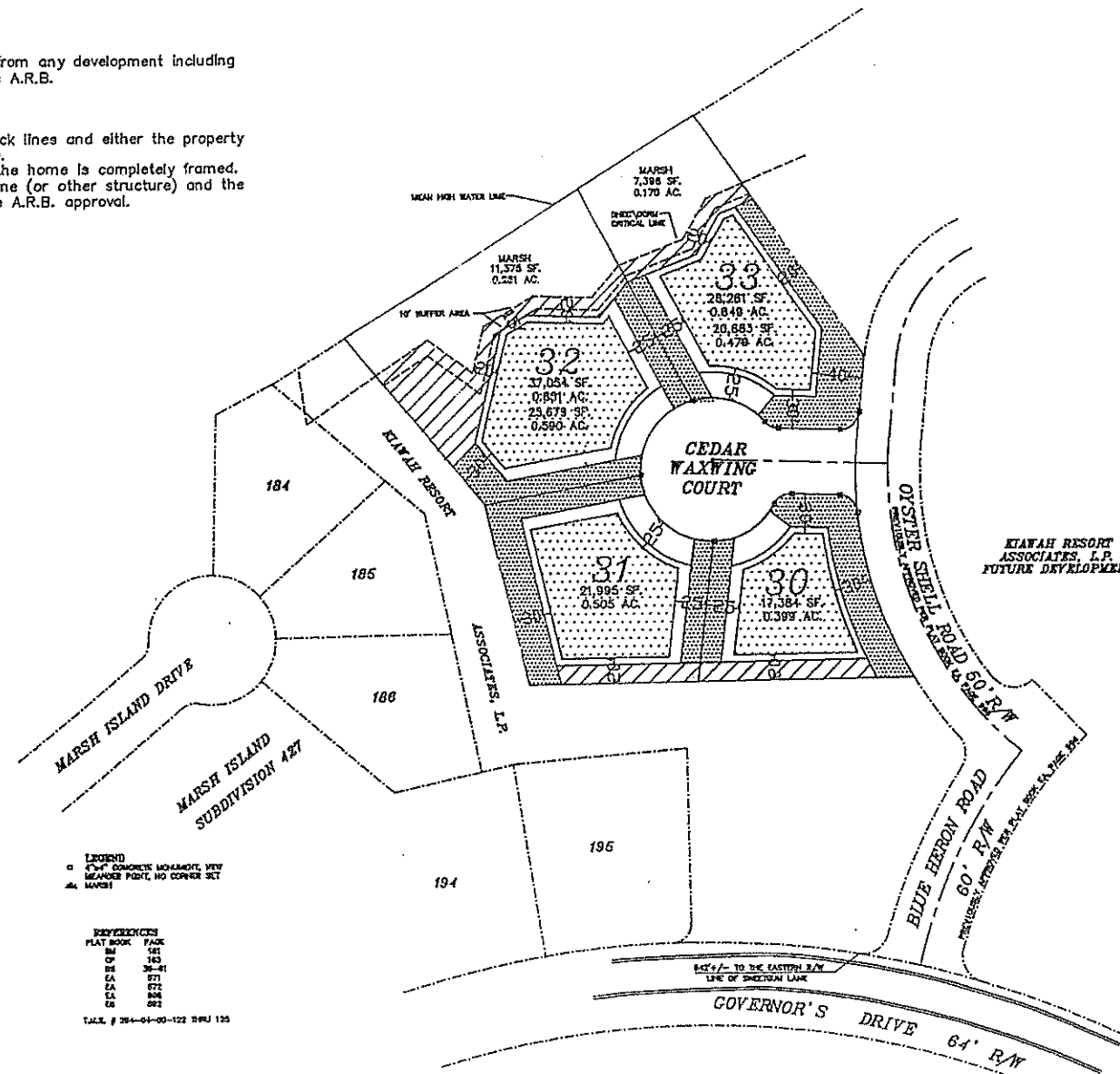
* This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

 SELECTIVE VISTA CLEARING

* This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 * All vegetation in this zone shall be preserved until the home is completely framed.
 * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'

REVISED : June 24, 1998

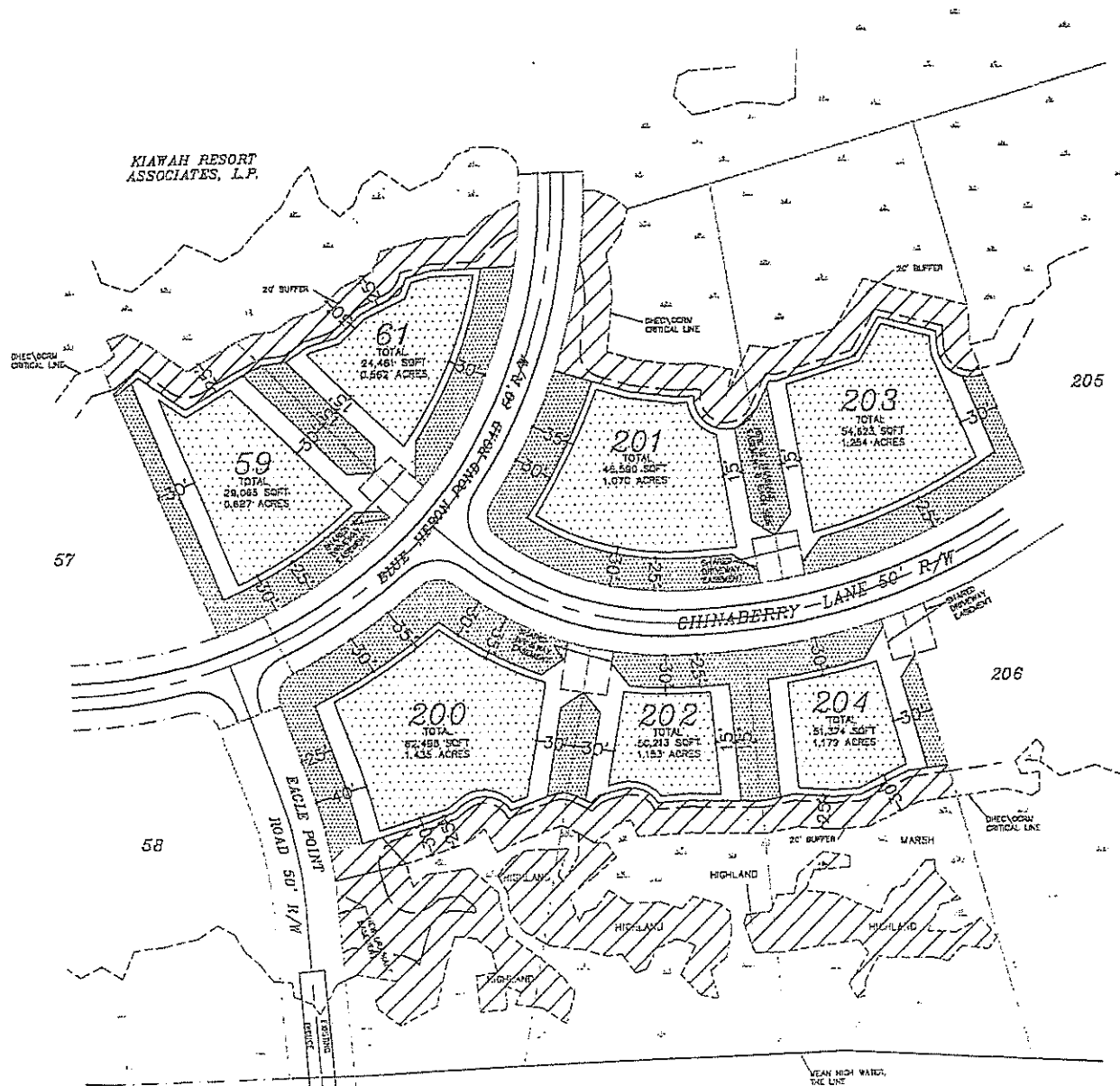





NOTES:
 1. 1/4" CONCRETE MOVEMENT JOINT
 2. MEASURE POINT, NO CORNER SET
 3. MARSH

REFERENCES	PLAT BOOK	PAGE
1	181	
2	183	
3	26-41	
4	671	
5	672	
6	696	
7	692	

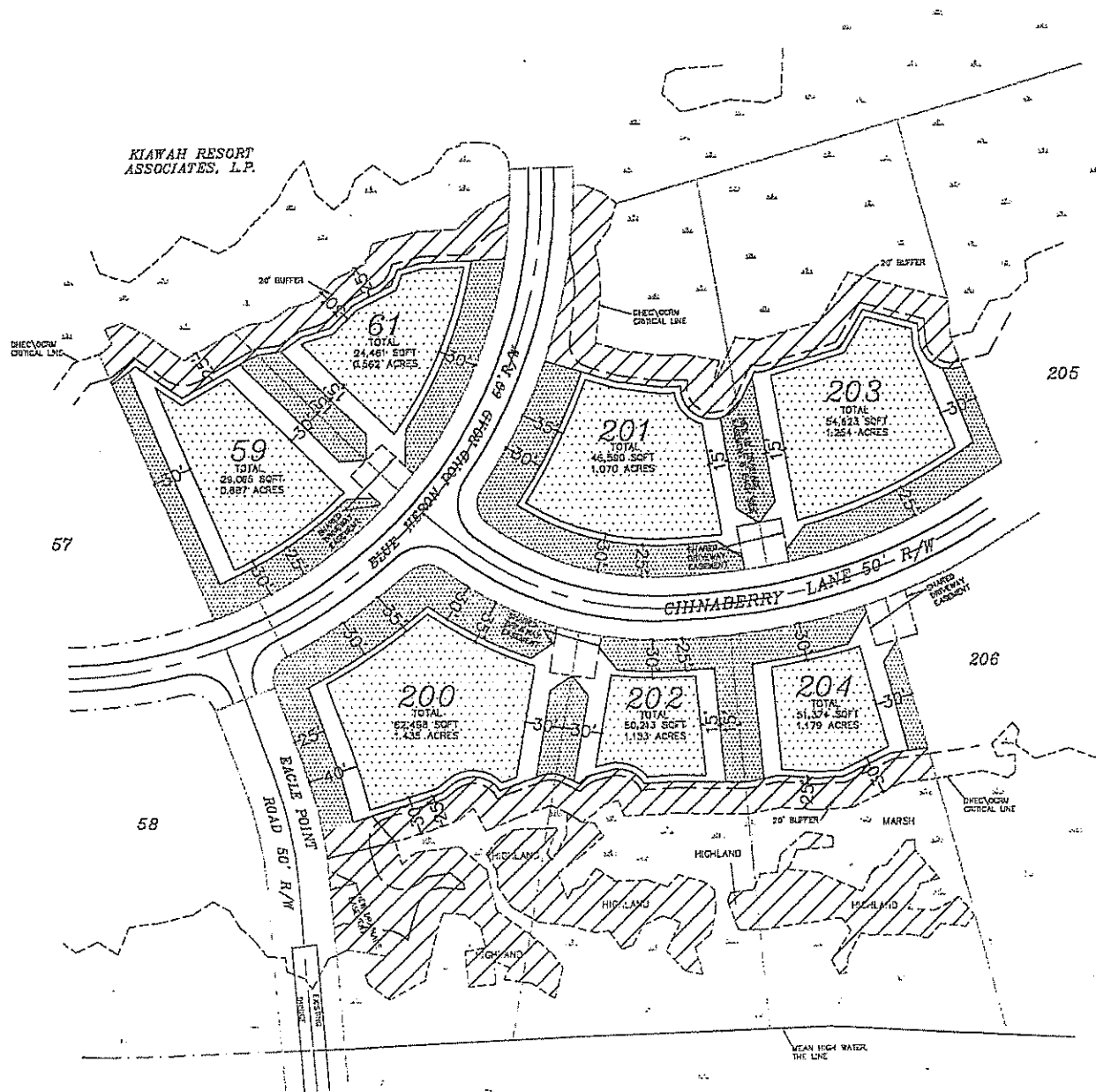
TULL # 264-01-00-122 789U 125




BLUE HERON POND ROAD
and CHINABERRY LANE



-  BUILDABLE AREA
-  PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
-  SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-C.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

BLUE HERON POND ROAD and CHINABERRY LANE

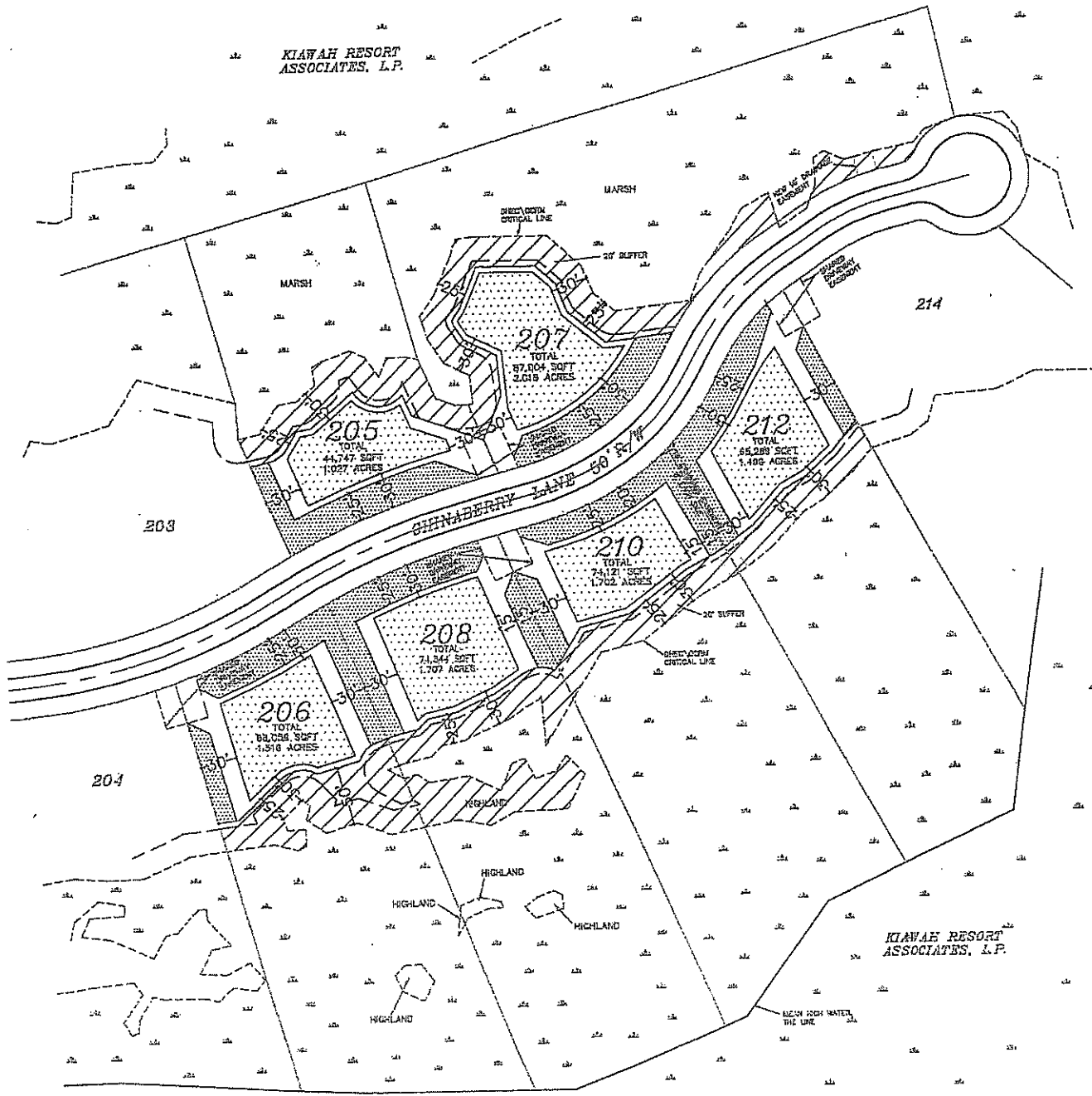


-  BUILDABLE AREA
-  PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
-  SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.—O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.



Scale : 1" = 100'
REVISED : March 1, 2001

CHINABERRY LANE

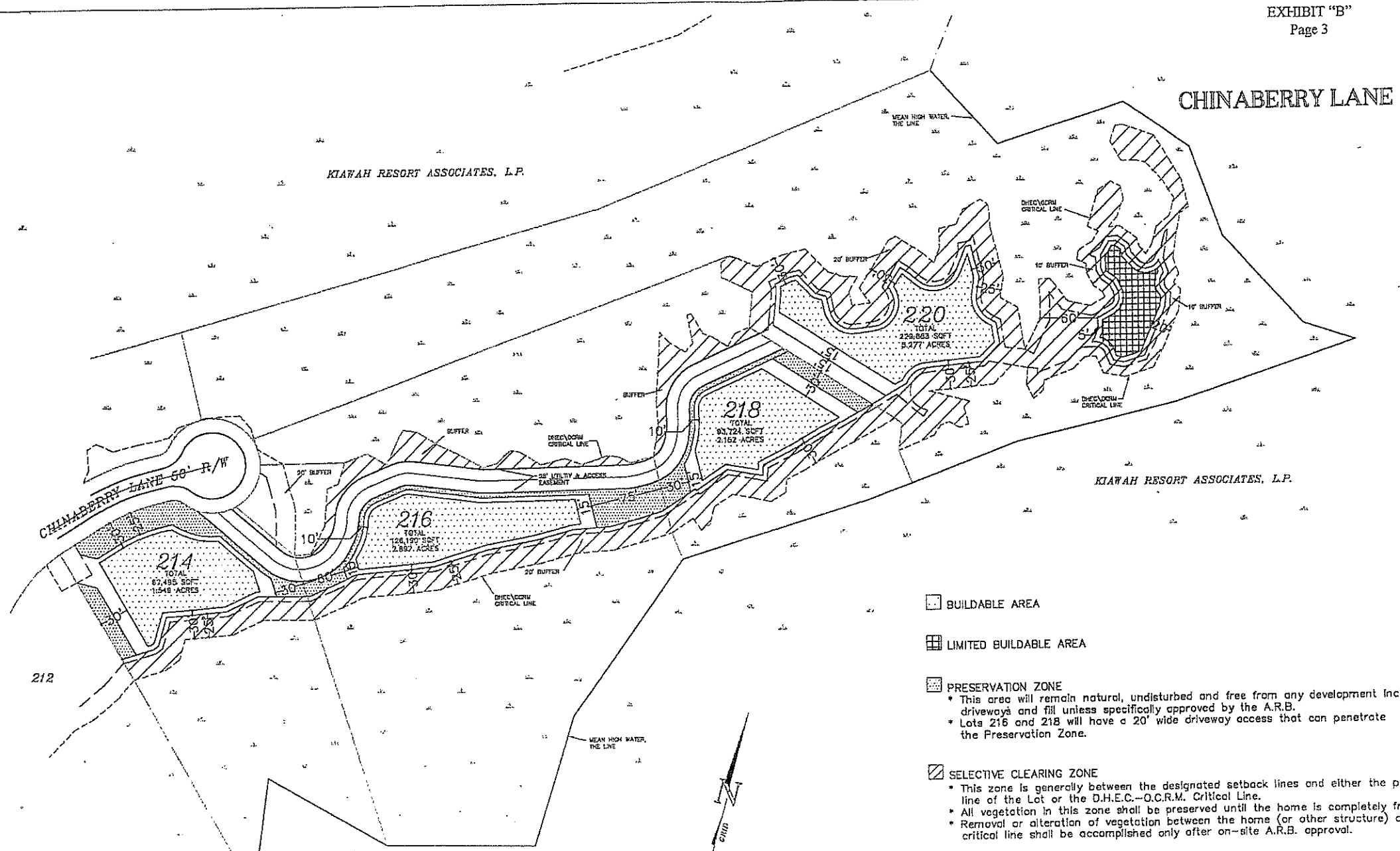


BUILDABLE AREA

PRESERVATION ZONE
* This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

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

Scale : 1" = 100'
REVISED : March 1, 2001



KIAWAH RESORT ASSOCIATES, L.P.

BUILDABLE AREA

LIMITED BUILDABLE AREA

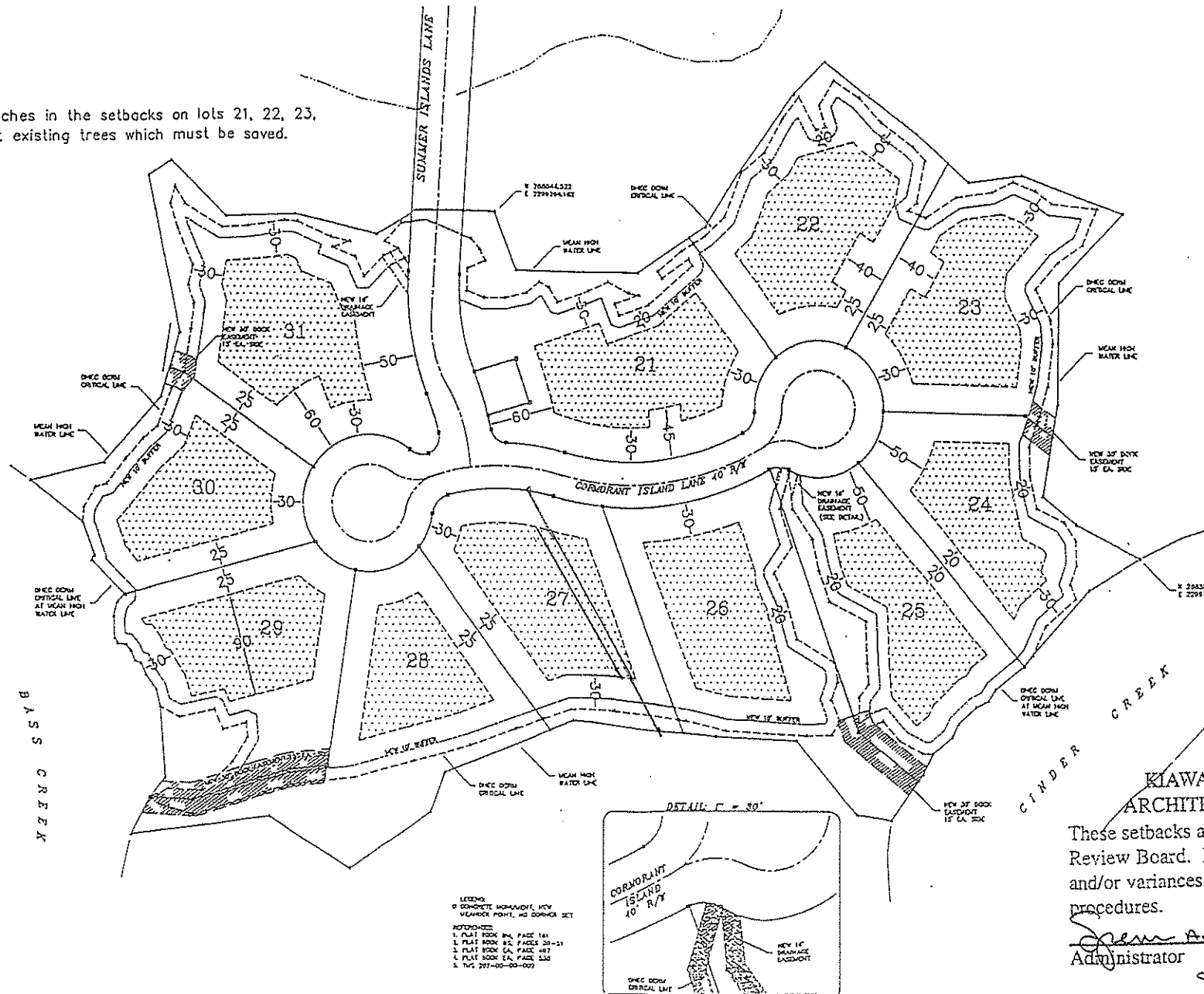
PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
 * Lots 216 and 218 will have a 20' wide driveway access that can penetrate the Preservation Zone.

SELECTIVE CLEARING ZONE
 * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-Q.C.R.M. Critical Line.
 * All vegetation in this zone shall be preserved until the home is completely framed.
 * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

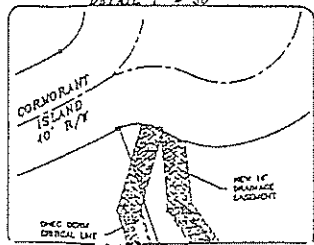


Scale : 1" = 100'
 REVISED : March 2, 2001

Note: Irregular notches in the setbacks on lots 21, 22, 23, and 31 reflect existing trees which must be saved.

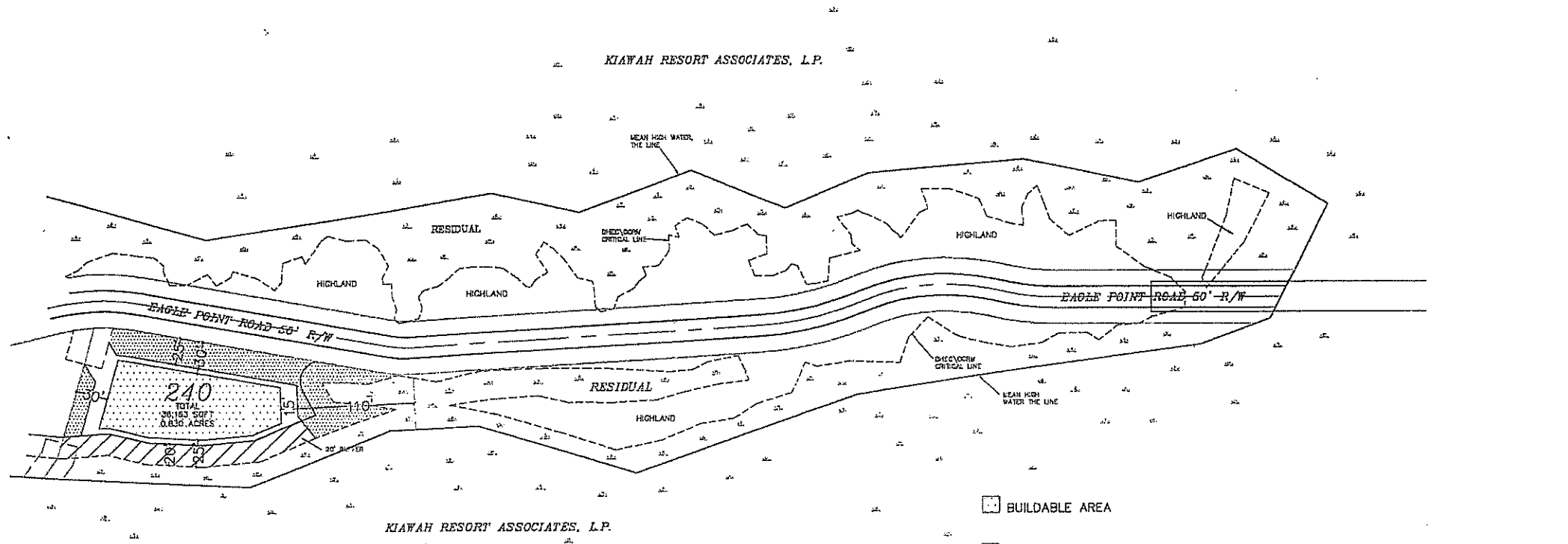


- LEGEND
 1. PLAT BOOK #1, PAGE 141
 2. PLAT BOOK #2, PAGES 324-331
 3. PLAT BOOK #3, PAGE 487
 4. PLAT BOOK #4, PAGE 532
 5. TRS 217-00-00-003



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD
 These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.
Spencer A. Nash
 Administrator
 April 30th 1997
 Date
 Scale: 1" = 100'

EAGLE POINT ROAD

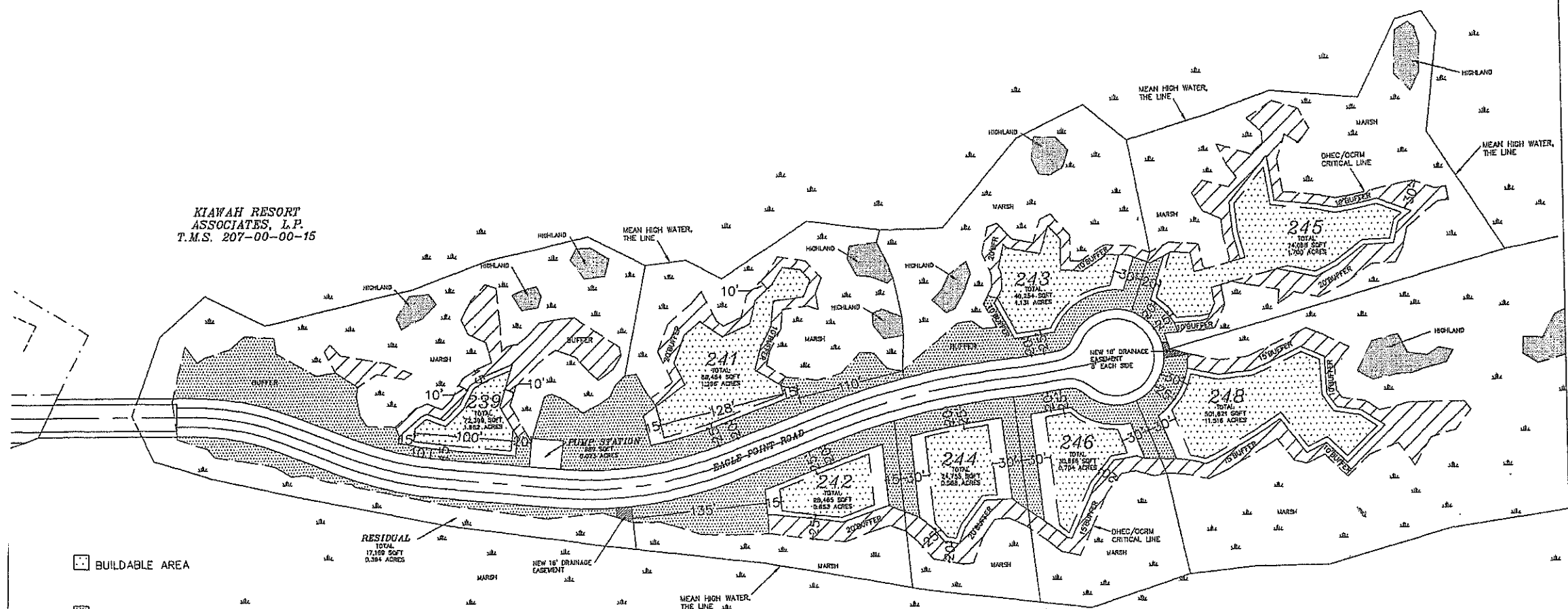


- BUILDABLE AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.
- SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.

Scale : 1" = 100'
REVISED : March 2, 2001

EAGLE POINT ROAD

KIAWAH RESORT
ASSOCIATES, L.P.
T.M.S. 207-00-00-15



BUILDABLE AREA

PRESERVATION ZONE
* This area will remain natural, undisturbed and free from any development, except for driveway access unless specifically approved by the A.R.B.

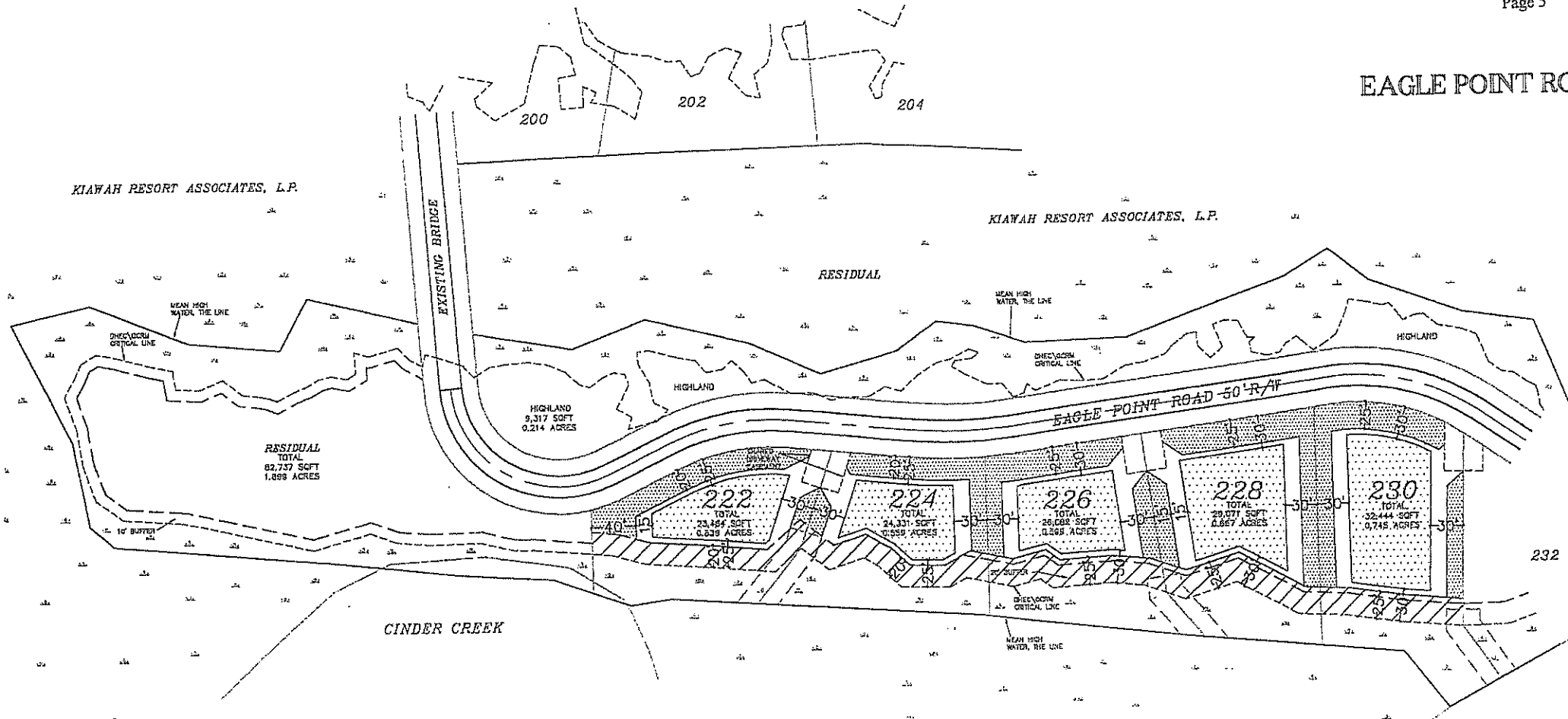
SELECTIVE CLEARING ZONE
* This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
* All vegetation in this zone shall be preserved until the home is completely framed.
* Removal or alteration of vegetation between the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

KIAWAH RESORT
ASSOCIATES, L.P.
T.M.S. 207-00-00-15



Scale : 1" = 100'
REVISED : October 12, 2004

EAGLE POINT ROAD



KIAWAH RESORT ASSOCIATES, L.P.

KIAWAH RESORT ASSOCIATES, L.P.

RESIDUAL
TOTAL
82,737 SQFT
1,898 ACRES

HIGHLAND
9,317 SQFT
0.214 ACRES

222
TOTAL
23,484 SQFT
0.539 ACRES

224
TOTAL
24,331 SQFT
0.559 ACRES

226
TOTAL
26,068 SQFT
0.599 ACRES

228
TOTAL
29,071 SQFT
0.667 ACRES

230
TOTAL
32,444 SQFT
0.745 ACRES

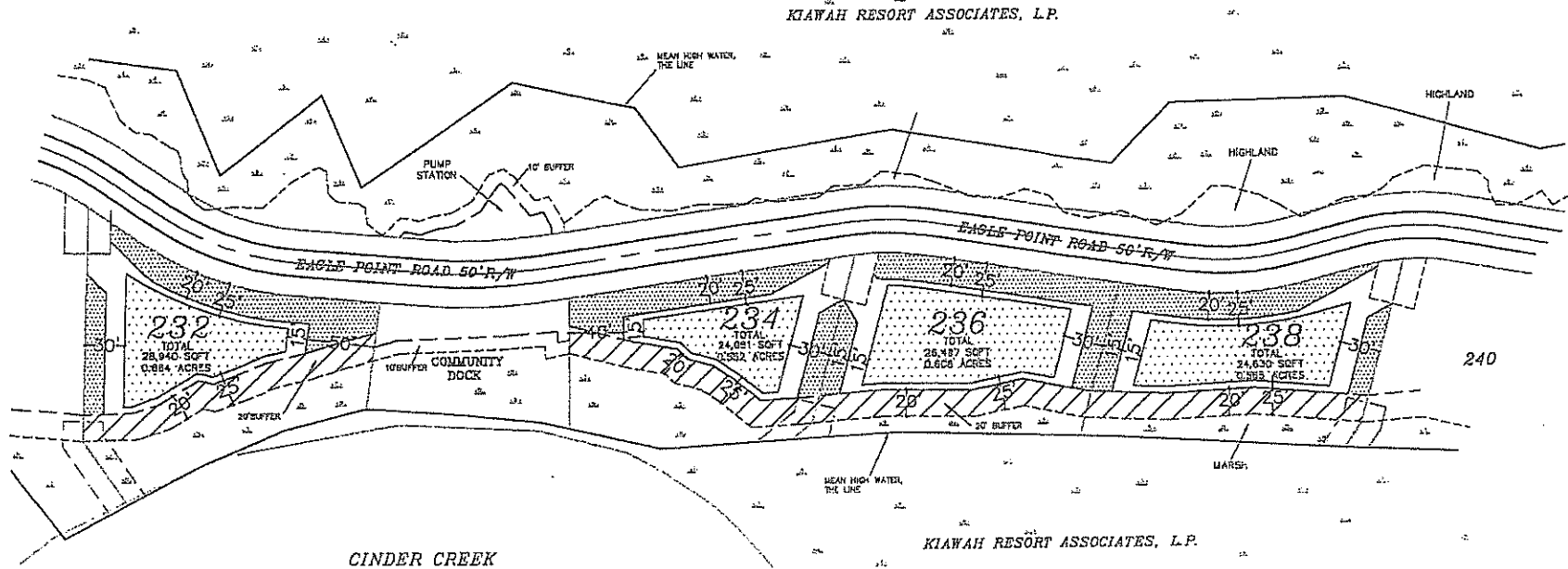
□ BUILDABLE AREA

▨ PRESERVATION ZONE
* This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.


▧ SELECTIVE CLEARING ZONE
* This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
* All vegetation in this zone shall be preserved until the home is completely framed.
* Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.


Scale : 1" = 100'
REVISED : March 2, 2001

EAGLE POINT ROAD

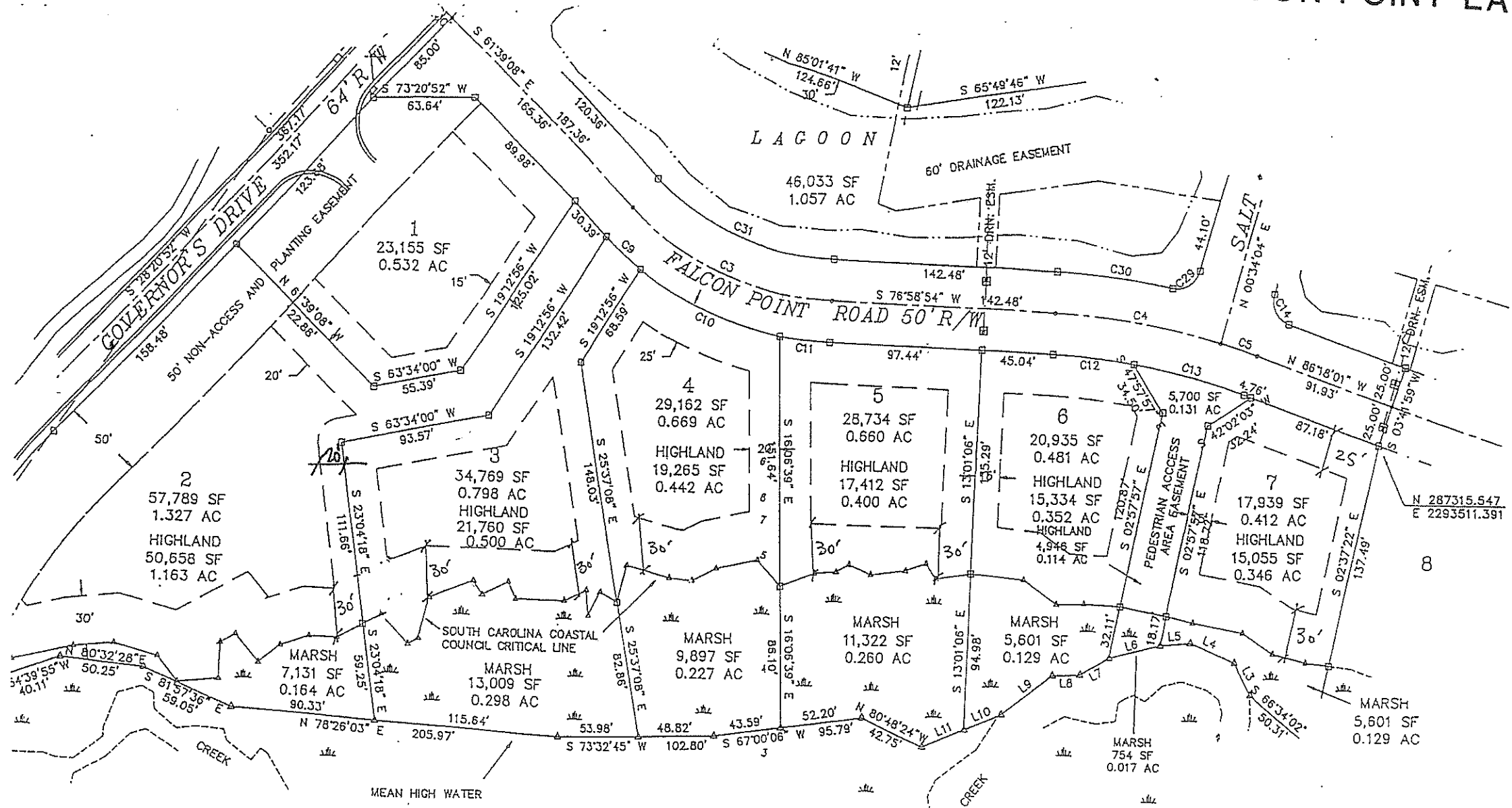


 BUILDABLE AREA

 PRESERVATION ZONE
 * This area will remain natural, undisturbed and free from any development including driveways and fill unless specifically approved by the A.R.B.

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

Scale : 1" = 100'
 REVISED : March 2, 2001

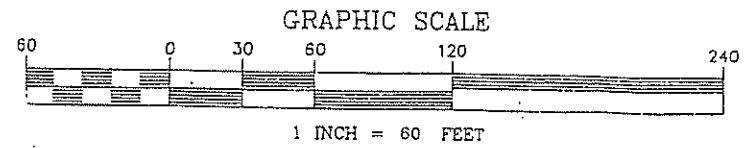
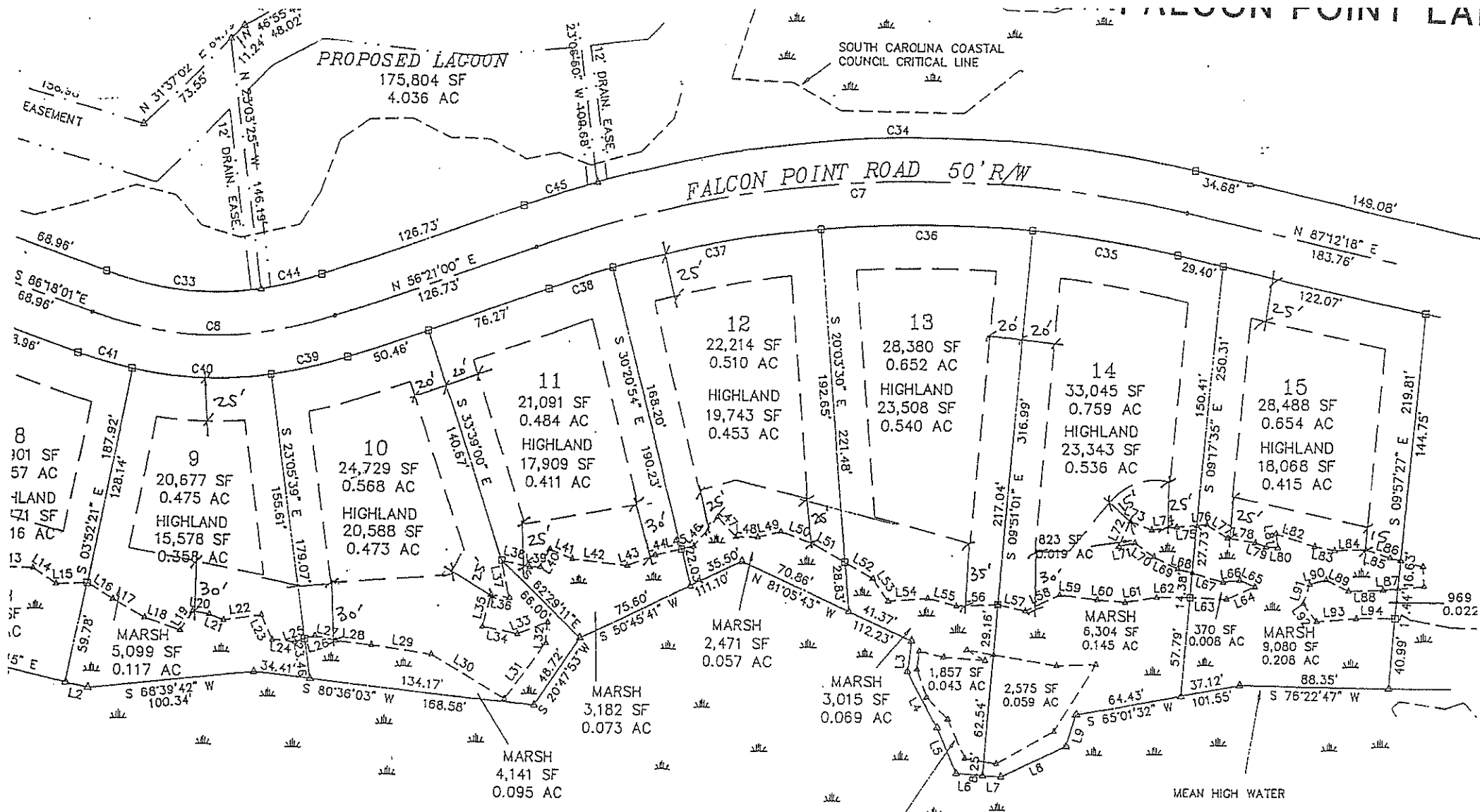


KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Sam A. Nash Administrator *June 4 1997* Date

Scale: 1" = 60'



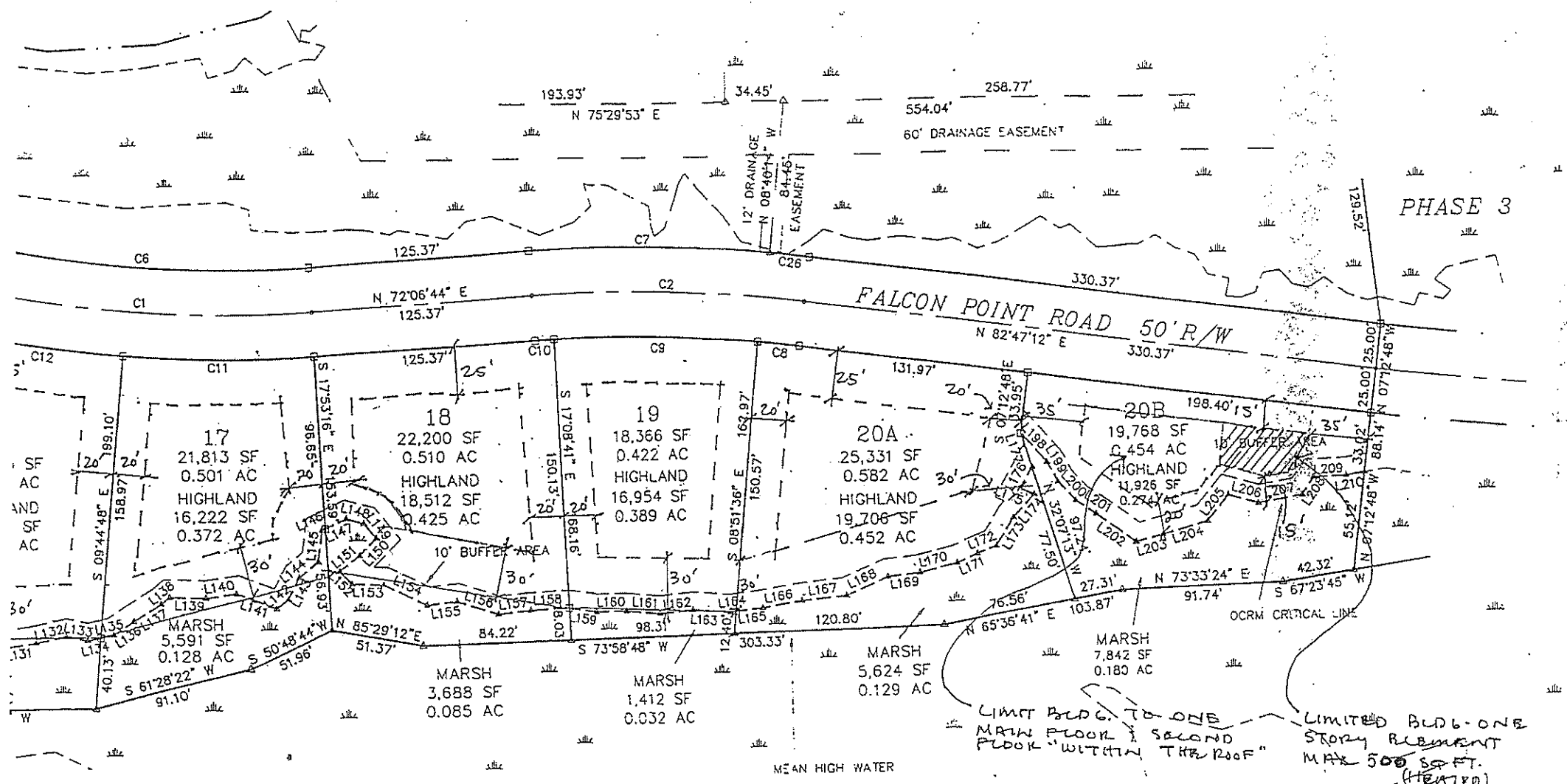
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

[Signature] Administrator June 4 1997 Date

Scale: 1" = 60'

FALCON POINT LANE



PHASE 3

FALCON POINT ROAD 50' R/W
N 82°47'12" E 330.37'

N 72°06'44" E
125.37'

17
21,813 SF
0.501 AC
HIGHLAND
16,222 SF
0.372 AC

18
22,200 SF
0.510 AC
HIGHLAND
18,512 SF
0.425 AC

19
18,366 SF
0.422 AC
HIGHLAND
16,954 SF
0.389 AC

20A
25,331 SF
0.582 AC
HIGHLAND
19,706 SF
0.452 AC

20B
19,768 SF
0.454 AC
HIGHLAND
11,926 SF
0.274 AC

MARSH
5,591 SF
0.128 AC

MARSH
3,688 SF
0.085 AC

MARSH
1,412 SF
0.032 AC

MARSH
5,624 SF
0.129 AC

MARSH
7,842 SF
0.180 AC

LIMIT BLDG. TO ONE
MAIN FLOOR & SECOND
FLOOR "WITHIN THE ROOF"

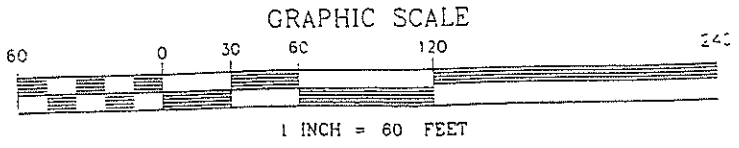
LIMITED BLDG. ONE
STORY REARMENT
MAX 500 SQ. FT.
(HEATED)

MEAN HIGH WATER

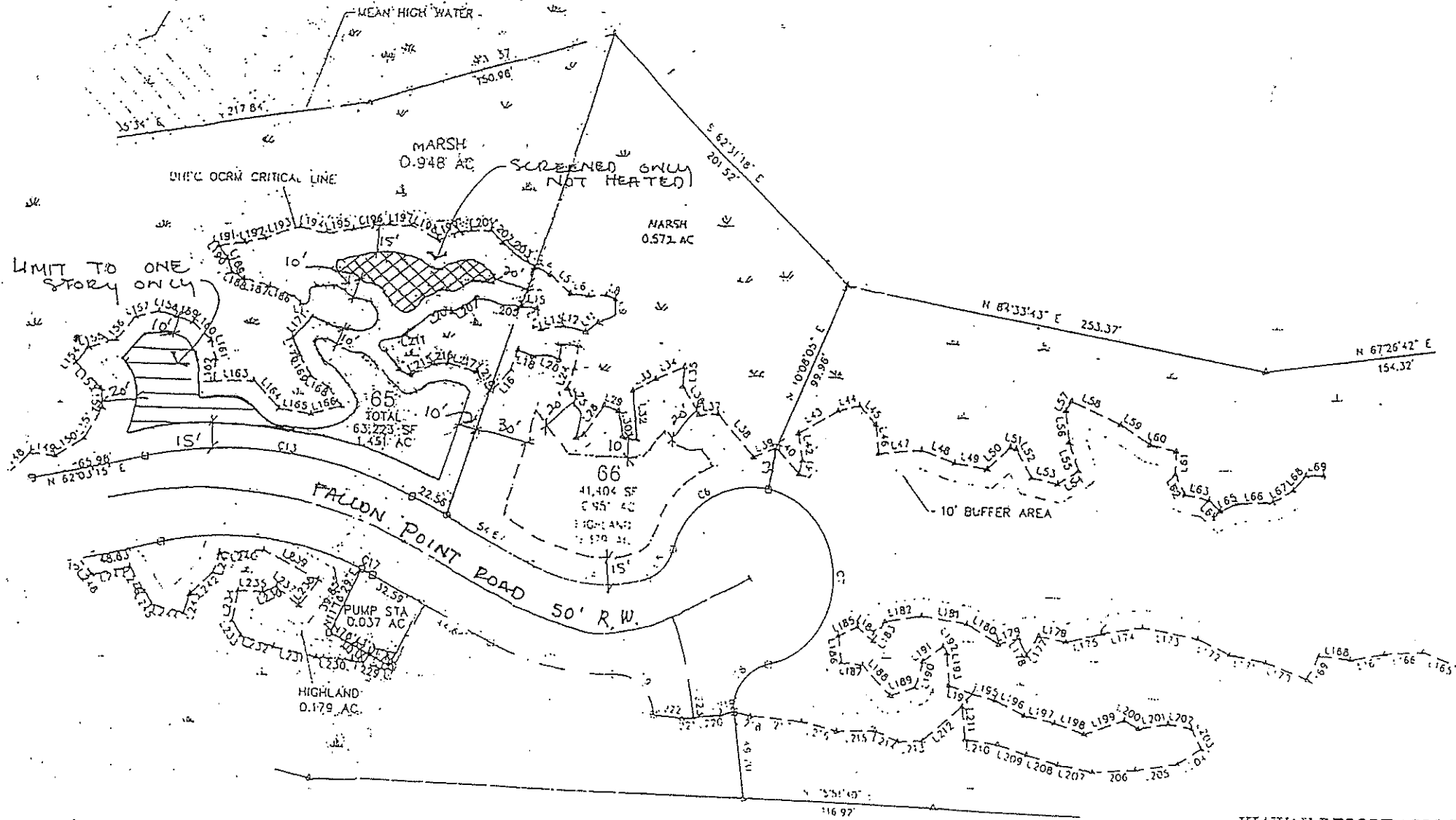
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

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Spencer A. Jones June 4, 1997
Administrator Date



KIAWAH RESORT ASSOCIATES, L.P.



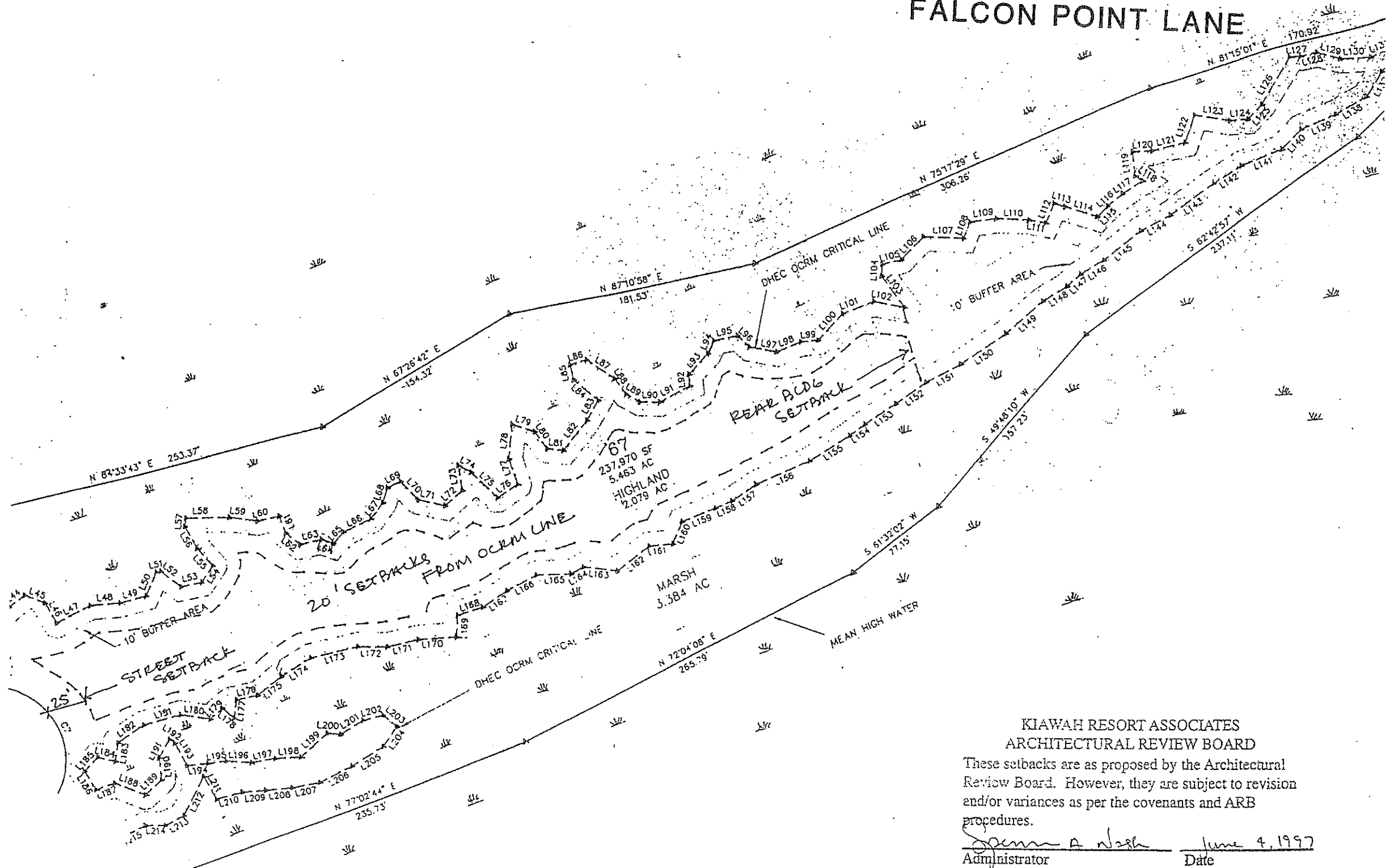
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

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Shawn A. Nazzari Administrator June 4, 1997 Date

SCALE: 1" = 60'

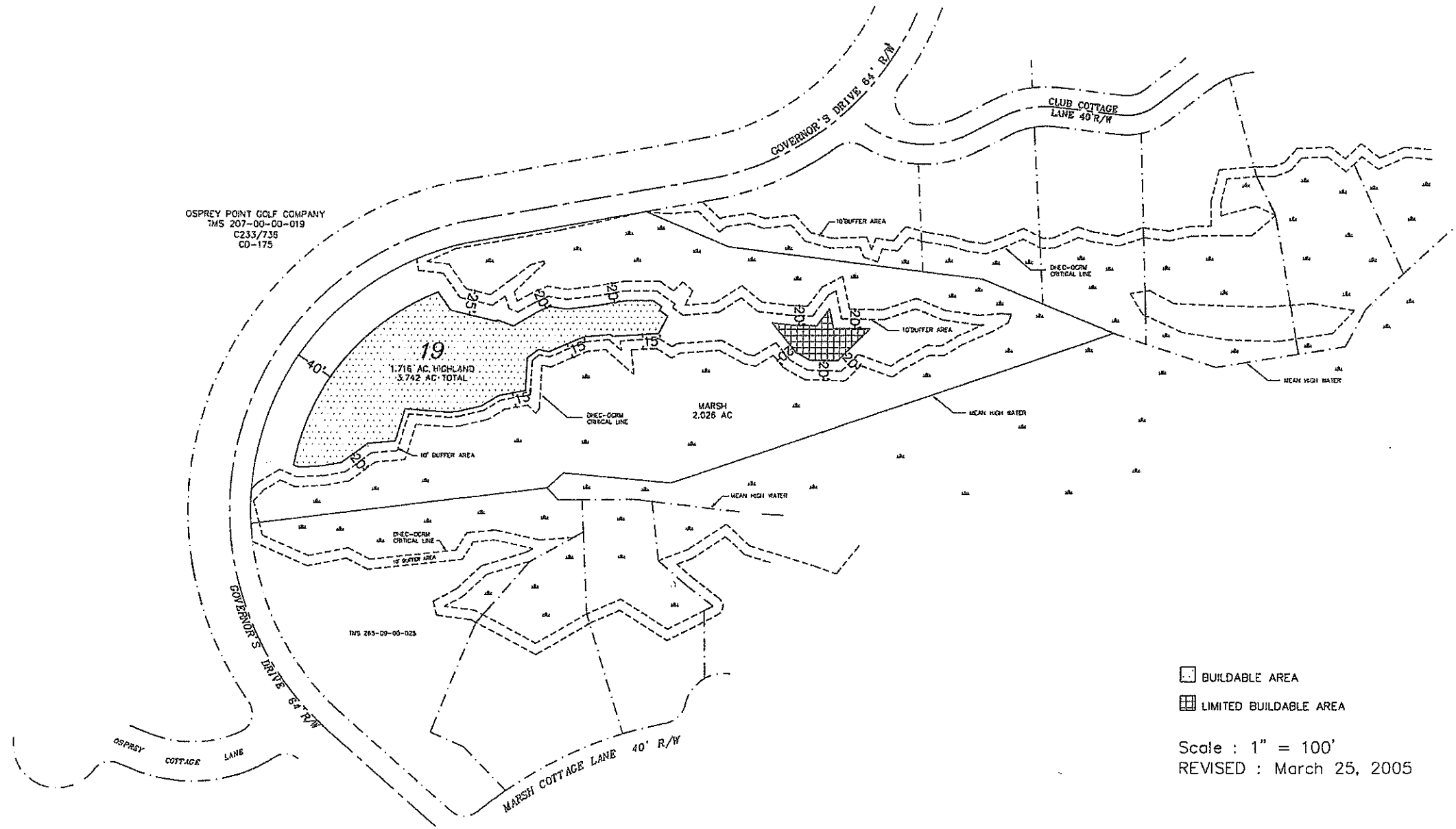
FALCON POINT LANE



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD
 These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.
Deann A. Walsh June 4, 1997
 Administrator Date
 SCALE: 1" = 60'

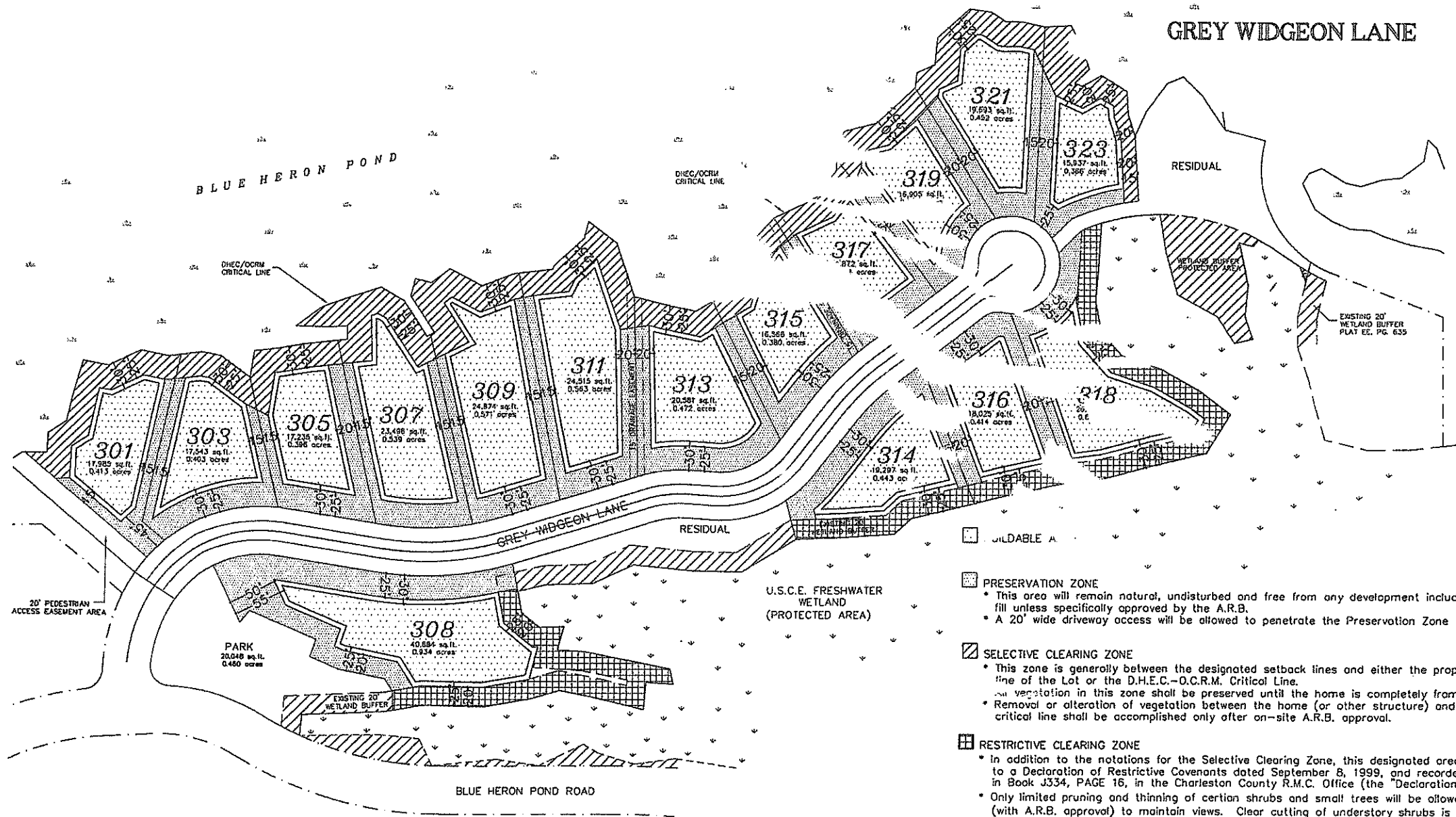
LOT 19 GOVERNORS DRIVE

OSPREY POINT GOLF COMPANY
TMS 207-00-00-019
C233/738
CD-175



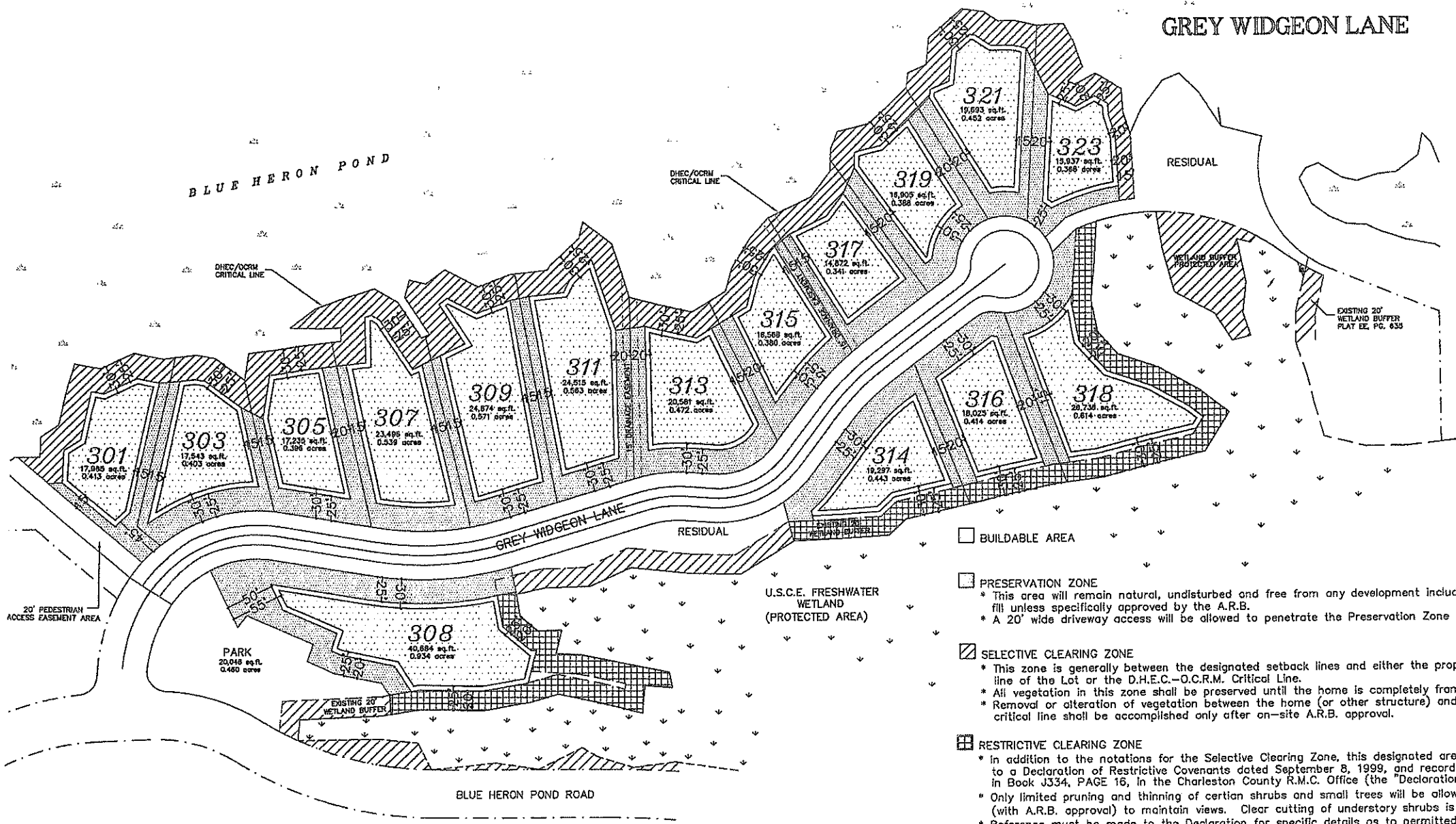
- BUILDABLE AREA
- LIMITED BUILDABLE AREA

Scale : 1" = 100'
REVISED : March 25, 2005



- BUILDABLE A
- PRESERVATION ZONE
 - This area will remain natural, undisturbed and free from any development including fill unless specifically approved by the A.R.B.
 - A 20' wide driveway access will be allowed to penetrate the Preservation Zone
- SELECTIVE CLEARING ZONE
 - This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - All vegetation in this zone shall be preserved until the home is completely framed.
 - Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.
- RESTRICTIVE CLEARING ZONE
 - In addition to the notations for the Selective Clearing Zone, this designated area is subject to a Declaration of Restrictive Covenants dated September 8, 1999, and recorded in Book J334, PAGE 16, in the Charleston County R.M.C. Office (the "Declaration")
 - Only limited pruning and thinning of certain shrubs and small trees will be allowed (with A.R.B. approval) to maintain views. Clear cutting of understorey shrubs is prohibited!
 - Reference must be made to the Declaration for specific details as to permitted and prohibited activities within the Restrictive Clearing Zone.

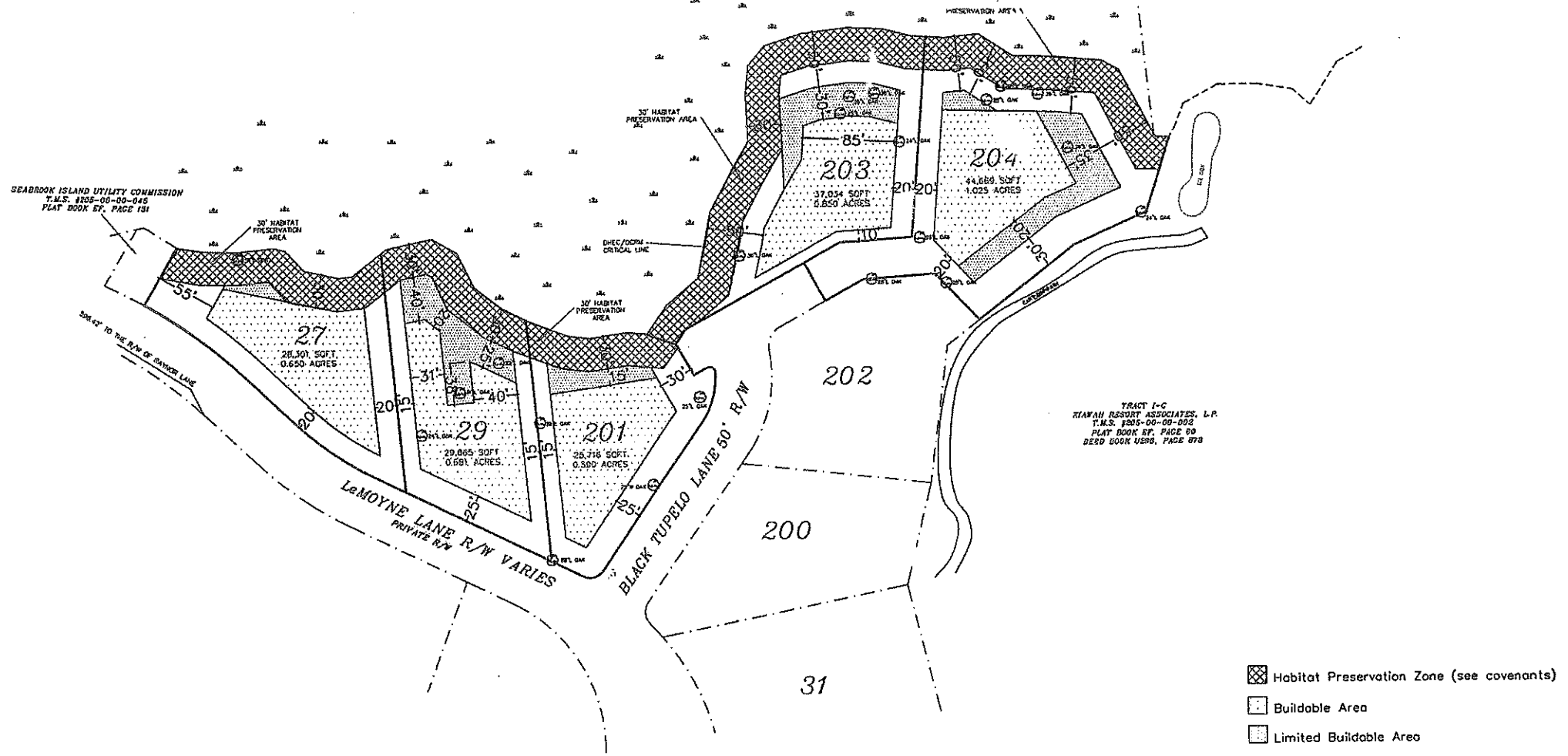
Scale : 1" = 100'
 REVISED : March 25, 2005



- BUILDABLE AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development including fill unless specifically approved by the A.R.B.
 - * A 20' wide driveway access will be allowed to penetrate the Preservation Zone
- SELECTIVE CLEARING ZONE
 - * This zone is generally between the designated setback lines and either the property line of the Lot or the D.H.E.C.-O.C.R.M. Critical Line.
 - * All vegetation in this zone shall be preserved until the home is completely framed.
 - * Removal or alteration of vegetation between the home (or other structure) and the critical line shall be accomplished only after on-site A.R.B. approval.
- RESTRICTIVE CLEARING ZONE
 - * in addition to the notations for the Selective Clearing Zone, this designated area is subject to a Declaration of Restrictive Covenants dated September 8, 1999, and recorded in Book J334, PAGE 16, in the Charleston County R.M.C. Office (the "Declaration")
 - * Only limited pruning and thinning of certain shrubs and small trees will be allowed (with A.R.B. approval) to maintain views. Clear cutting of understory shrubs is prohibited!
 - * Reference must be made to the Declaration for specific details as to permitted and prohibited activities within the Restrictive Clearing Zone.

Scale : 1" = 100'
 REVISED : May 23, 2005

LEMOYNE LANE AND BLACK TUPEO LANE

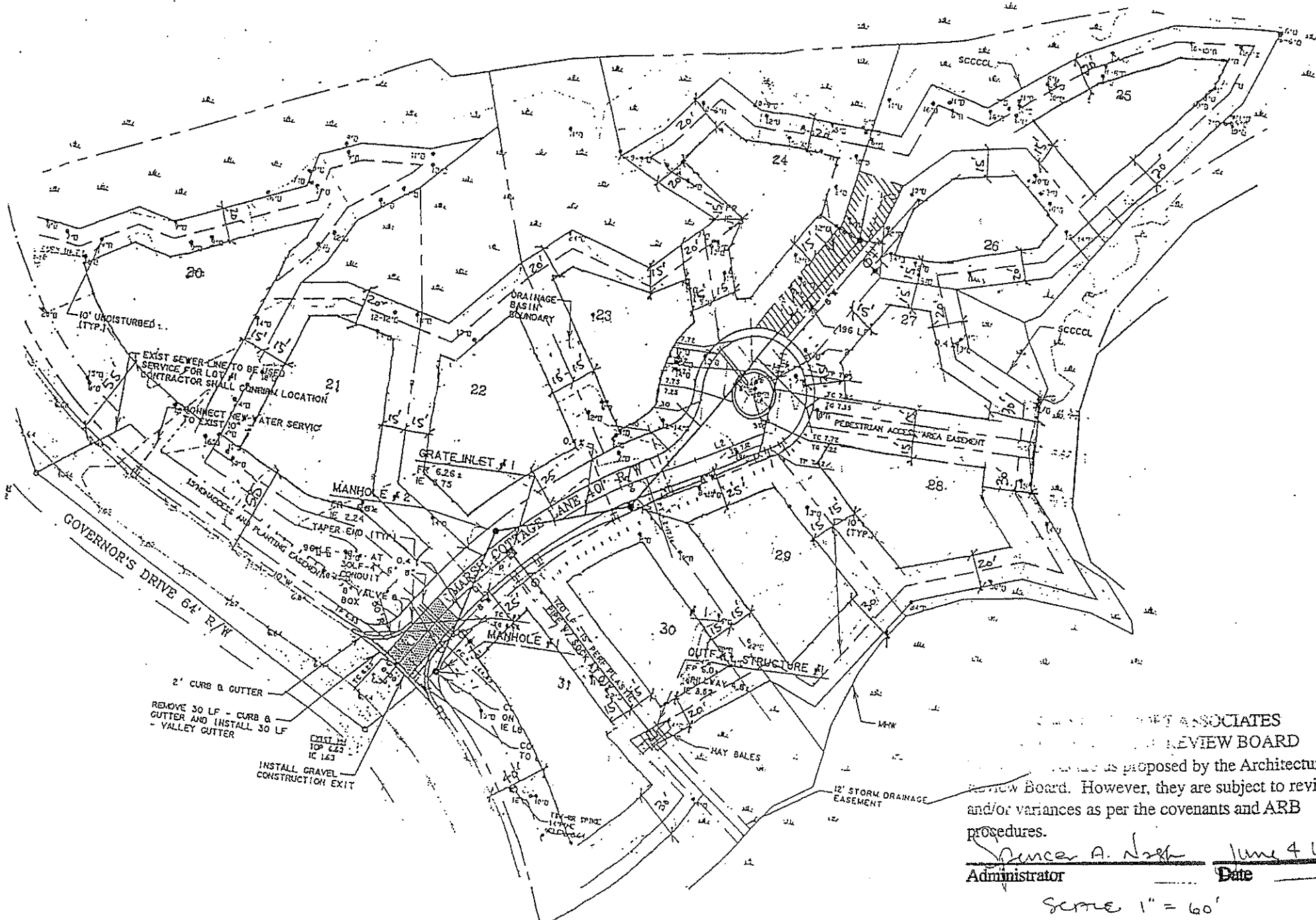


SEABROOK ISLAND UTILITY COMMISSION
T.M.S. #205-00-00-045
PLAT BOOK 87, PAGE 131

TRACT I-C
KIWAH RESORT ASSOCIATES, L.P.
T.M.S. #205-00-00-092
PLAT BOOK 87, PAGE 89
DEED BOOK 4278, PAGE 878

Habitat Preservation Zone (see covenants)
 Buildable Area
 Limited Buildable Area
 Scale : 1" = 100'
 Revised: March 25, 2005

MARSH COTTAGE LANE



[Signature] ARCHITECT ASSOCIATES
 REVIEW BOARD
 as proposed by the Architectural
 Review Board. However, they are subject to revision
 and/or variances as per the covenants and ARB
 procedures.
 Spencer A. [Signature] June 4 1997
 Administrator Date

Scale 1" = 60'

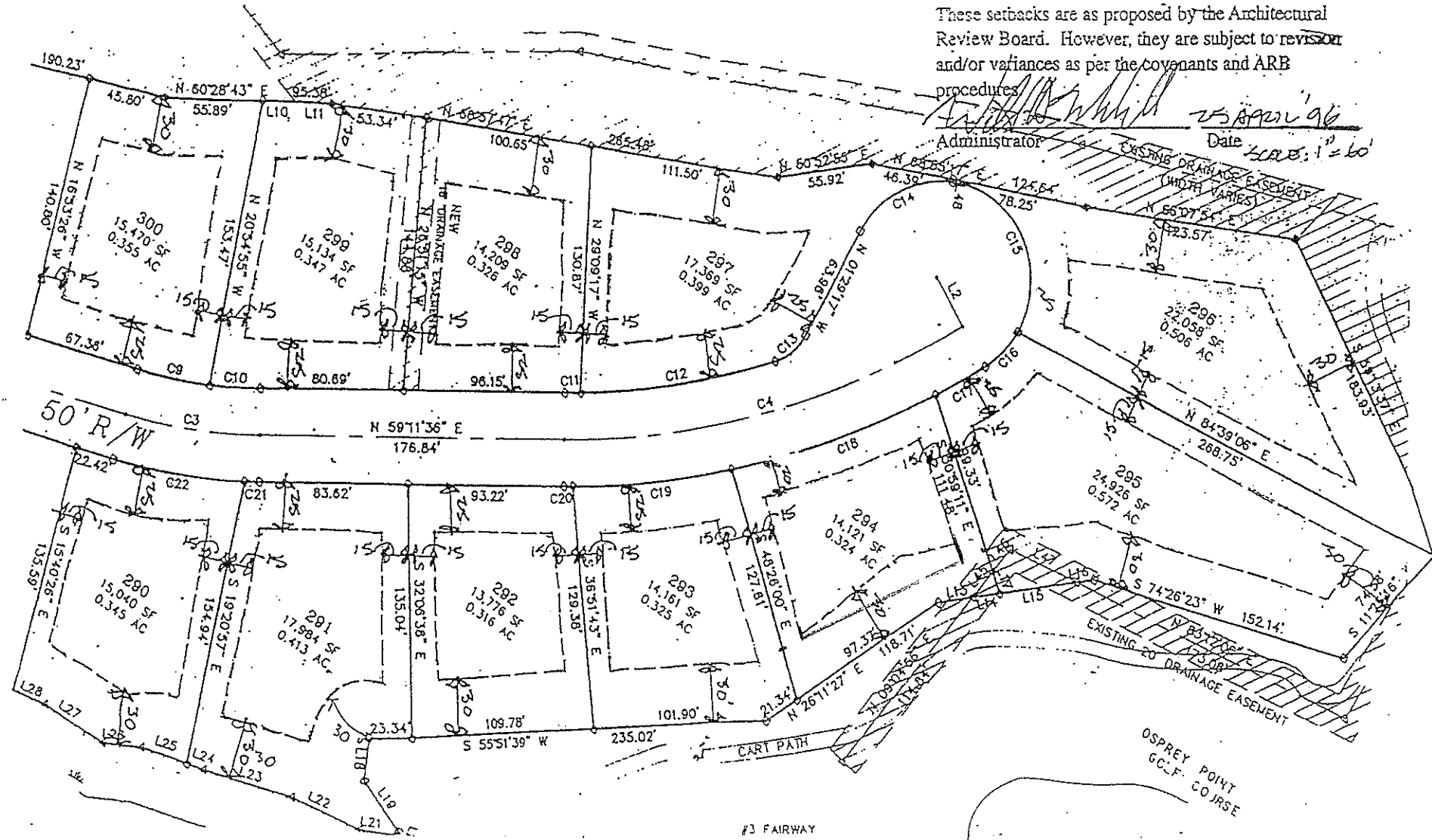
MARKH COVE ROAD

KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

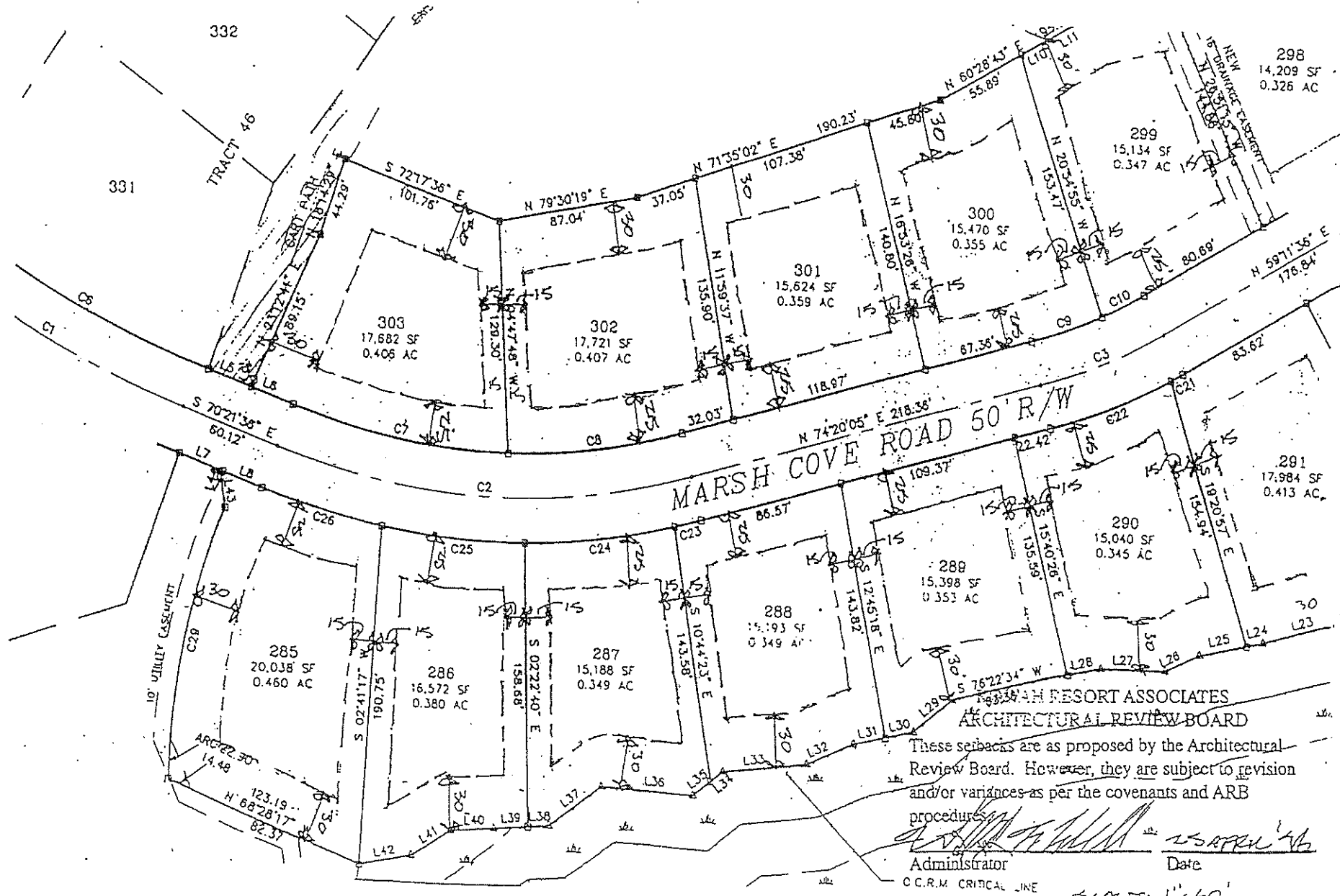
[Signature]
Administrator

Date: 25 APR 96
SCALE: 1" = 60'



#3 FAIRWAY

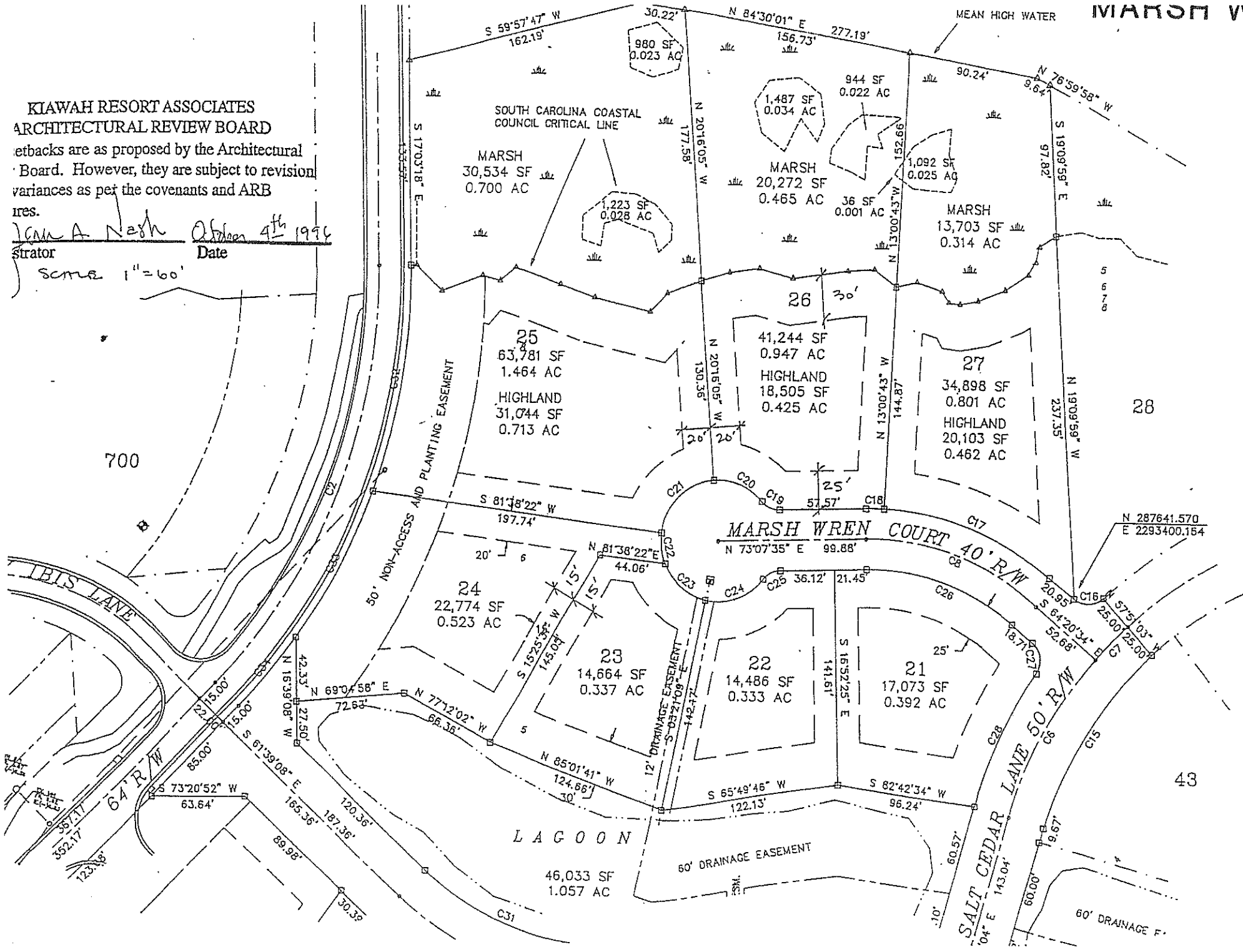
MARSH COVE ROAD



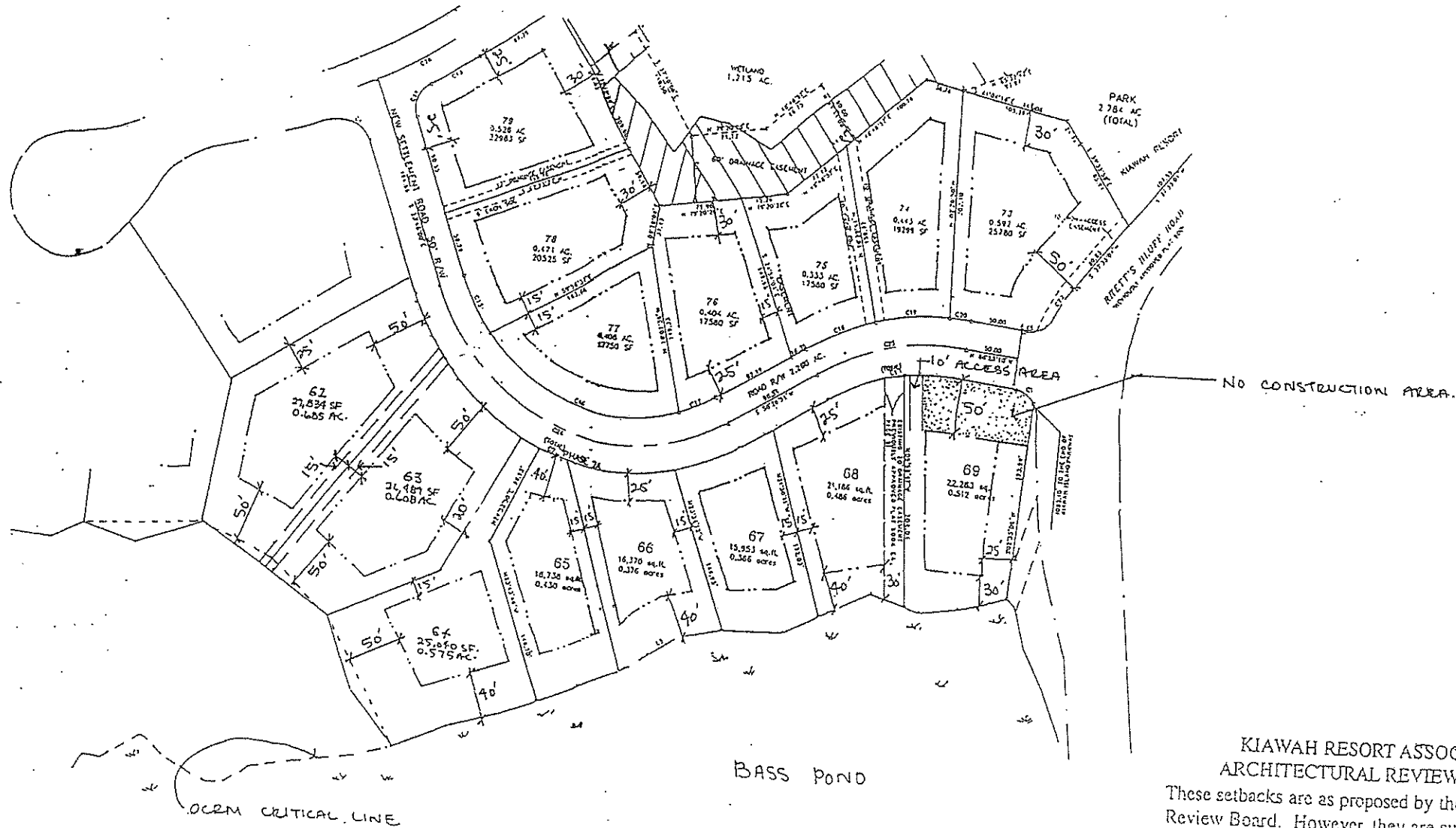
MARSH WREN COURT

KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD
 setbacks are as proposed by the Architectural
 Board. However, they are subject to revision
 variances as per the covenants and ARB
 res.

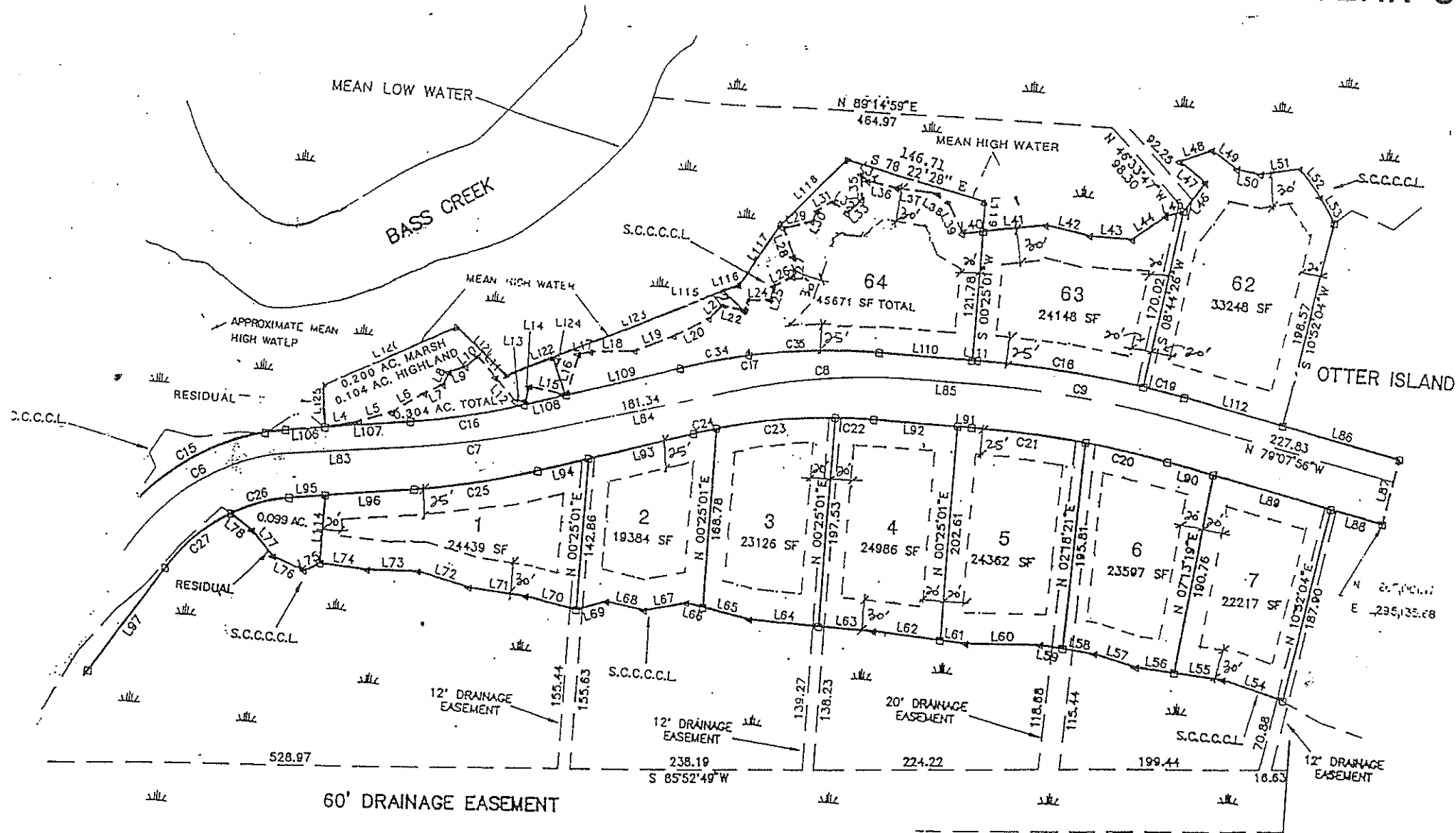
John A. Nash *October 4th 1976*
Strator Date
Scale 1" = 60'



NEW SETTLEMENT ROAD



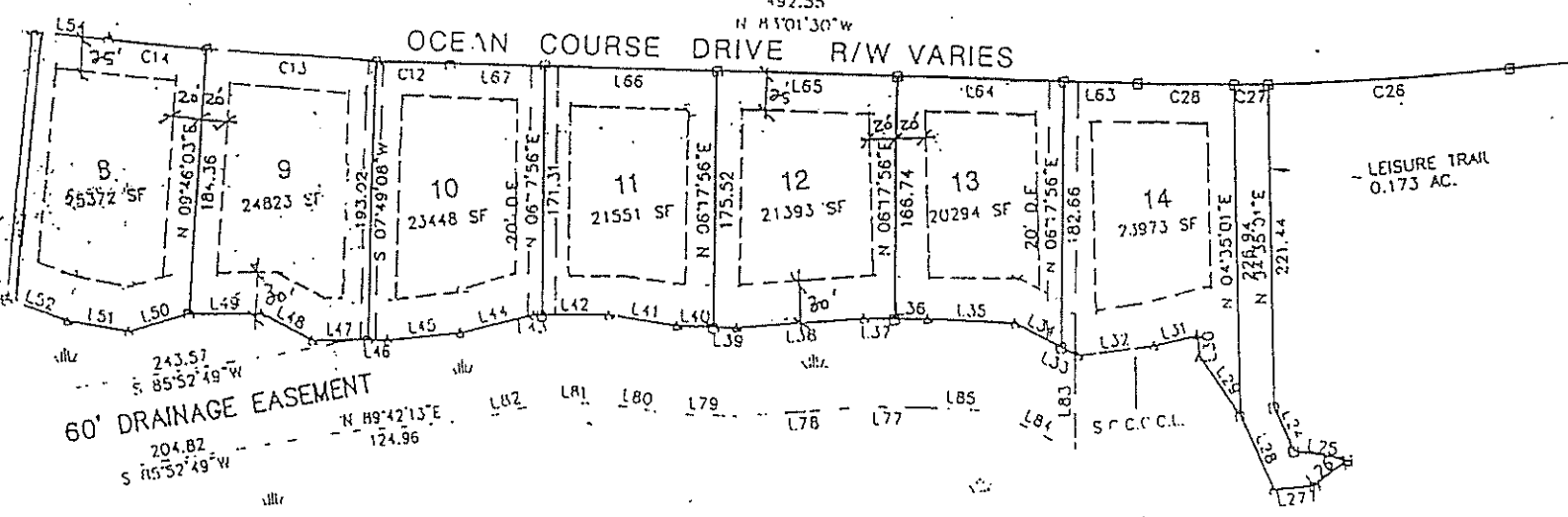
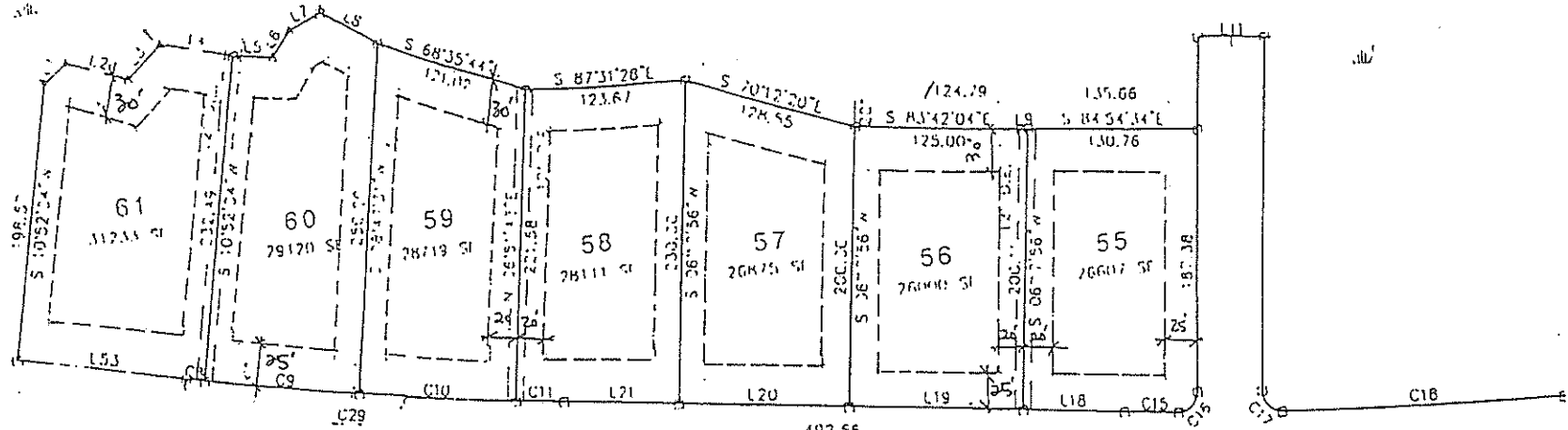
KIawah RESORT ASSOCIATES' ARCHITECTURAL REVIEW BOARD
 These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.
Sam A. Nash Administrator
 October 4th 1974
 Date
 SCALE: 1"=100'



KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Sam A. Nash
Administrator
April 30 1997
Date
Scale: 1" = 100'



60' DRAINAGE EASEMENT

LEISURE TRAIL
0.173 AC.

KIAWAH RESORT ASSOCIATES

KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

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Gene A. Nash
Administrator

April 30th 1997
Date

SCALE: 1" = 100'

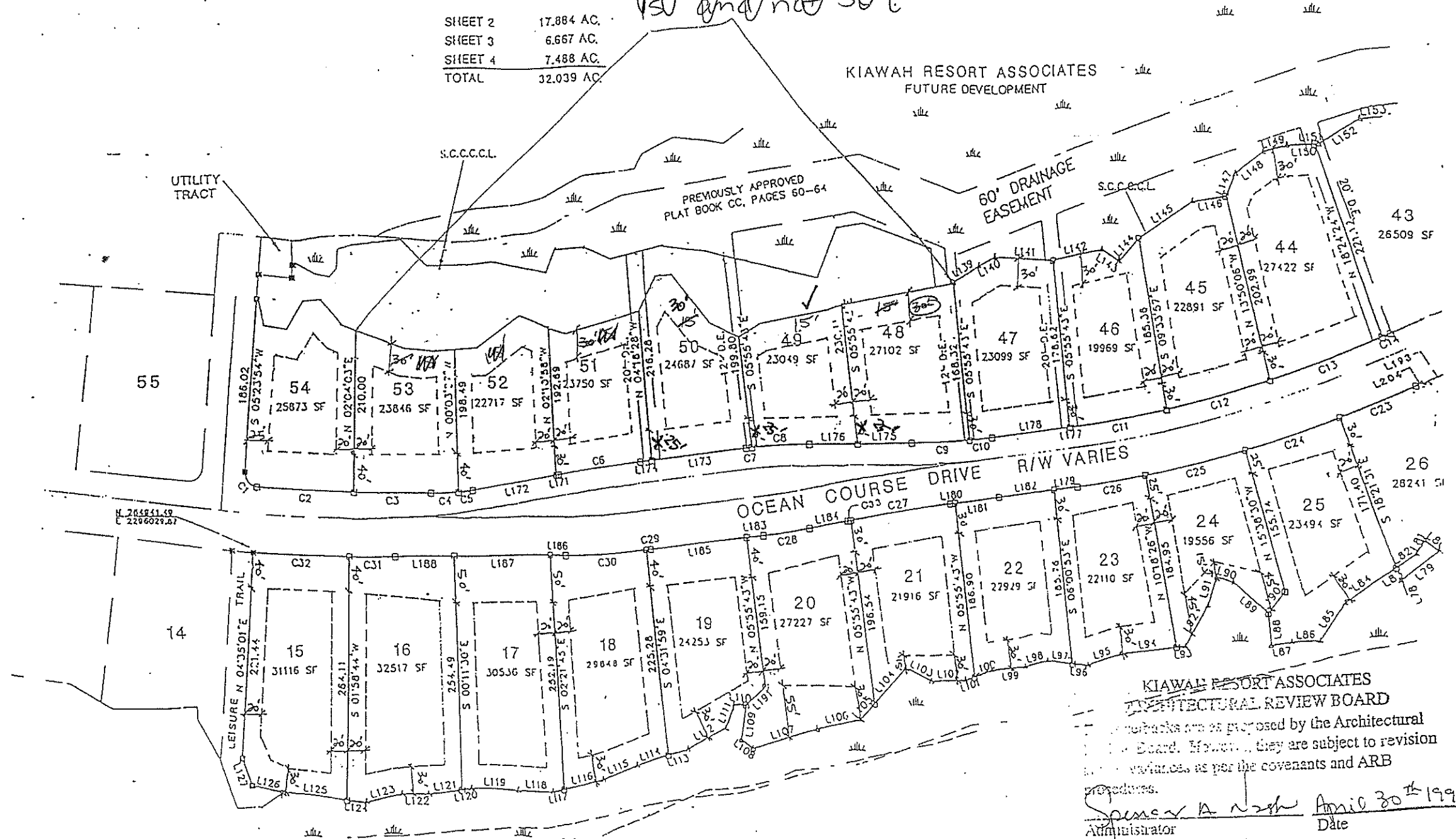
ACREAGE CHART

51 LOTS	31,866 AC.
RESIDUAL	0.373 AC.
TOTAL	32,039 AC.

**Lots 48-53*
Rear Setbacks are
5' and not 30'*

SHEET 2	17,884 AC.
SHEET 3	6,667 AC.
SHEET 4	7,488 AC.
TOTAL	32,039 AC.

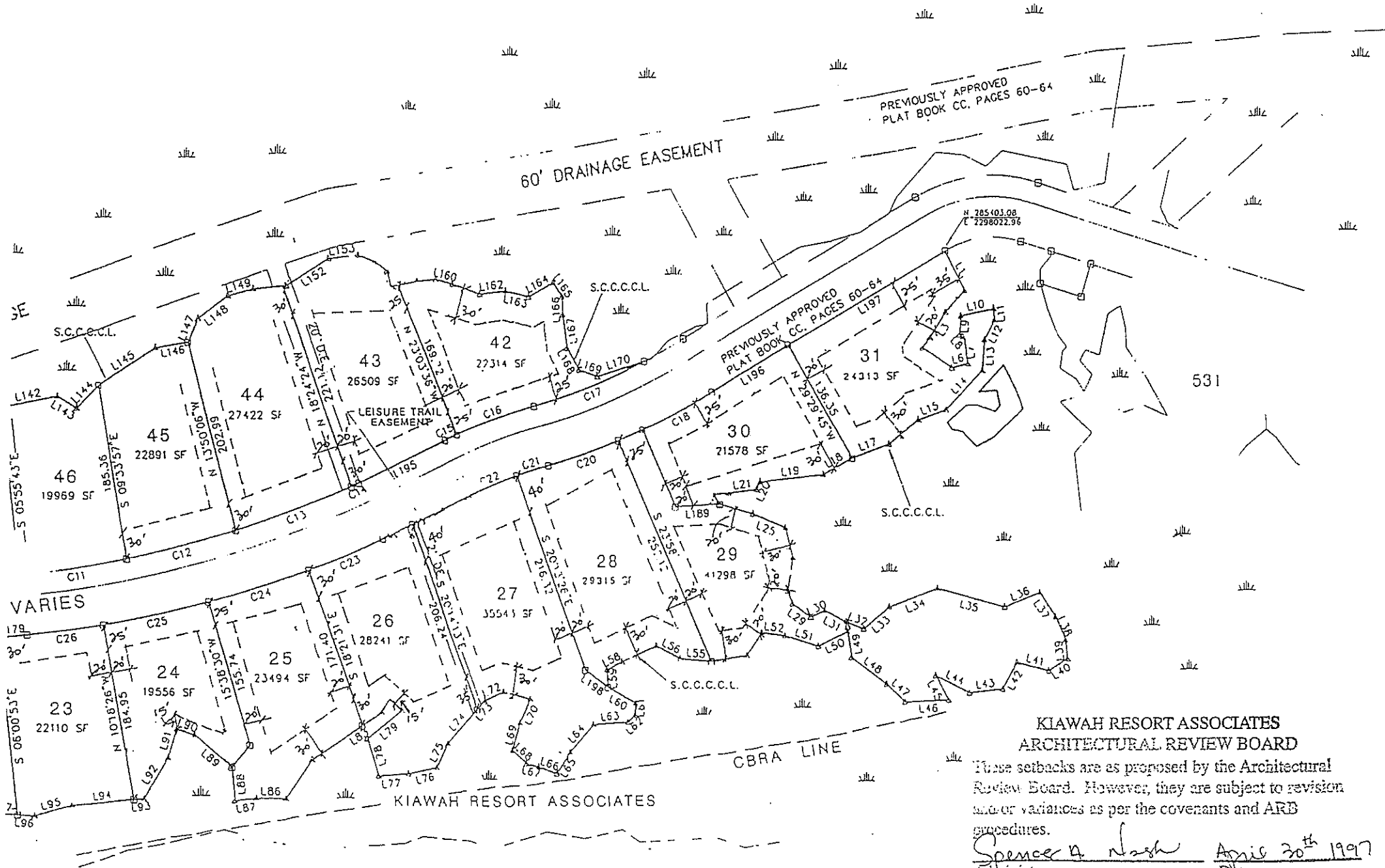
**KIAWAH RESORT ASSOCIATES
FUTURE DEVELOPMENT**



**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**
Setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and variances, as per the covenants and ARB procedures.

Spencer A. Nash
Administrator
Date: April 30th 1997
Scale: 1" = 100'

OCEAN COURSE DR



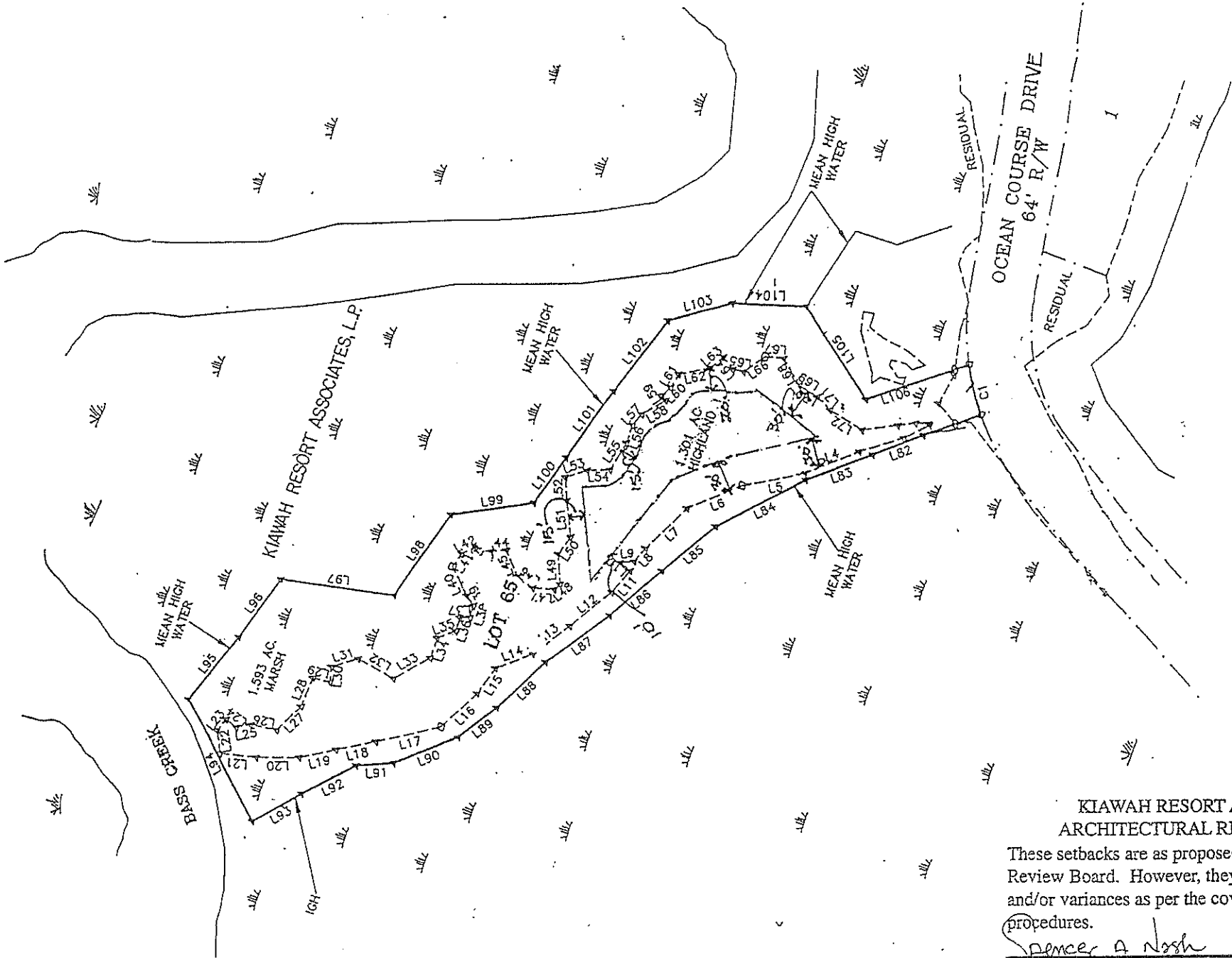
KIawah RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

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Spencer A. Nash *April 30th 1997*
Administrator Date

Scale: 1" = 100'

OCEAN COURSE DR



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ARCHITECTURAL REVIEW BOARD

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Spencer A. Nash April 30th 1996
Administrator Date

SCALE: 1" = 100'

OCEAN COURSE DR

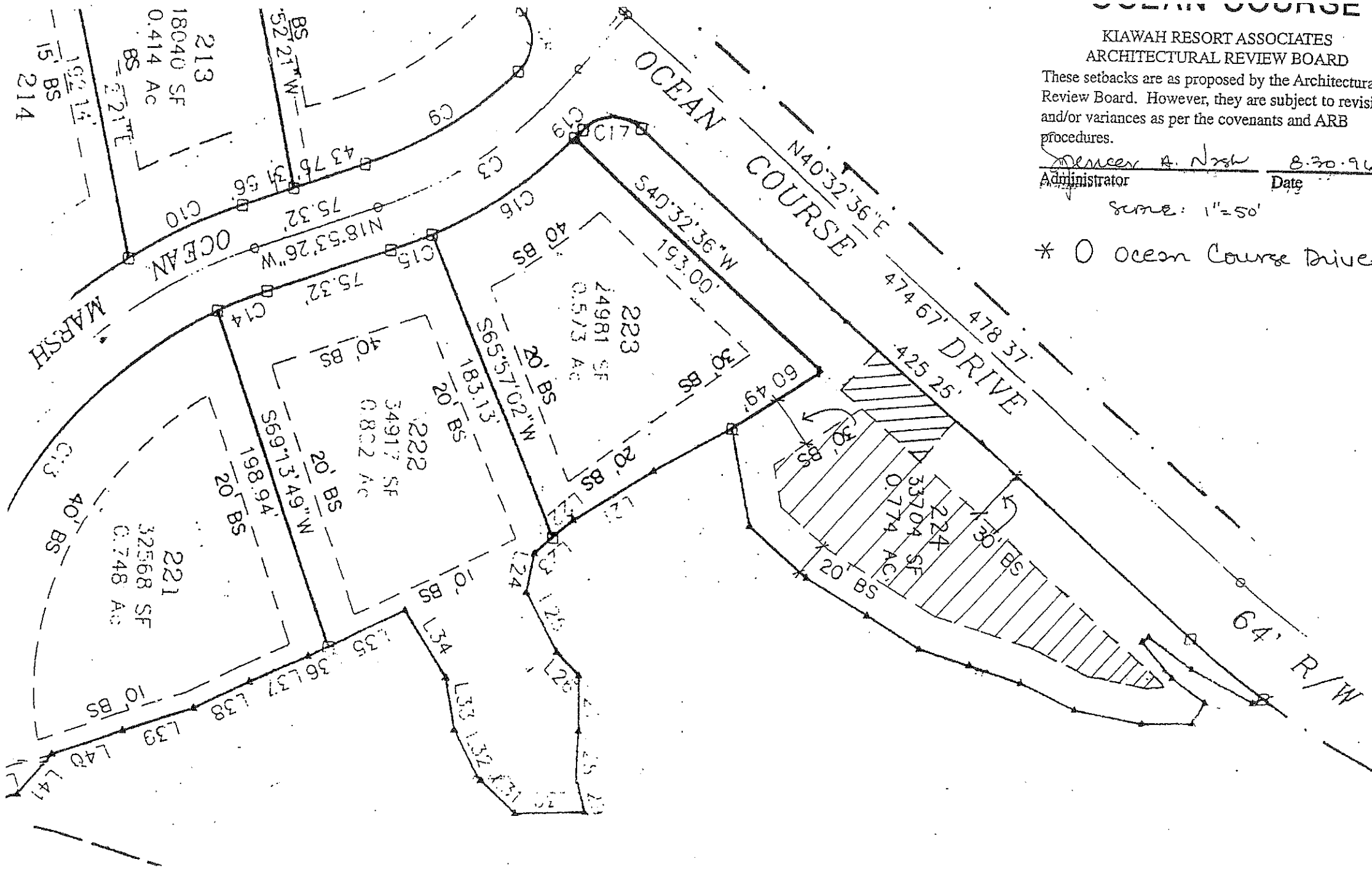
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

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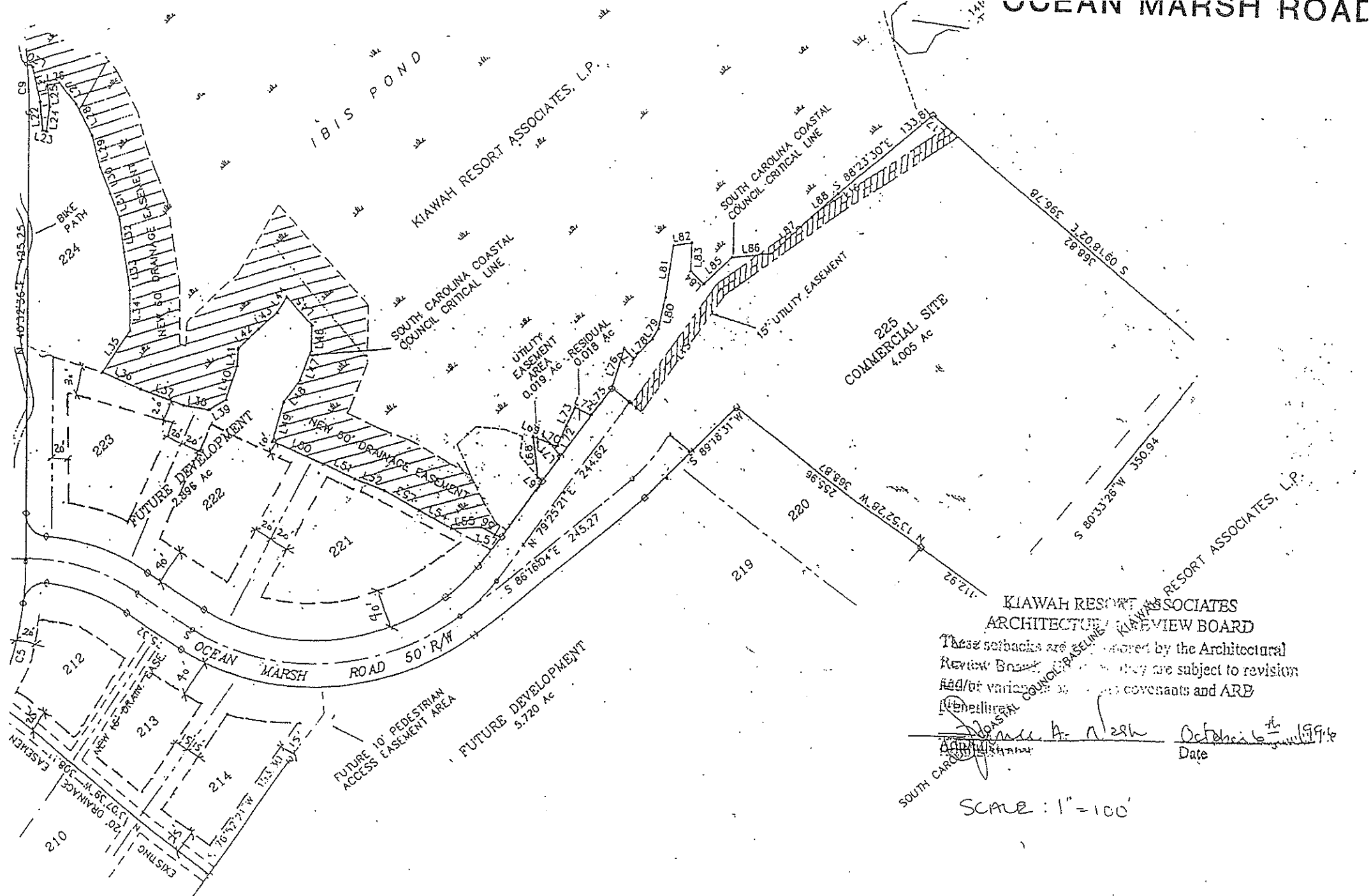
Deborah A. Nash 8-30-96
Administrator Date

Scale: 1"=50'

* O Ocean Course Drive



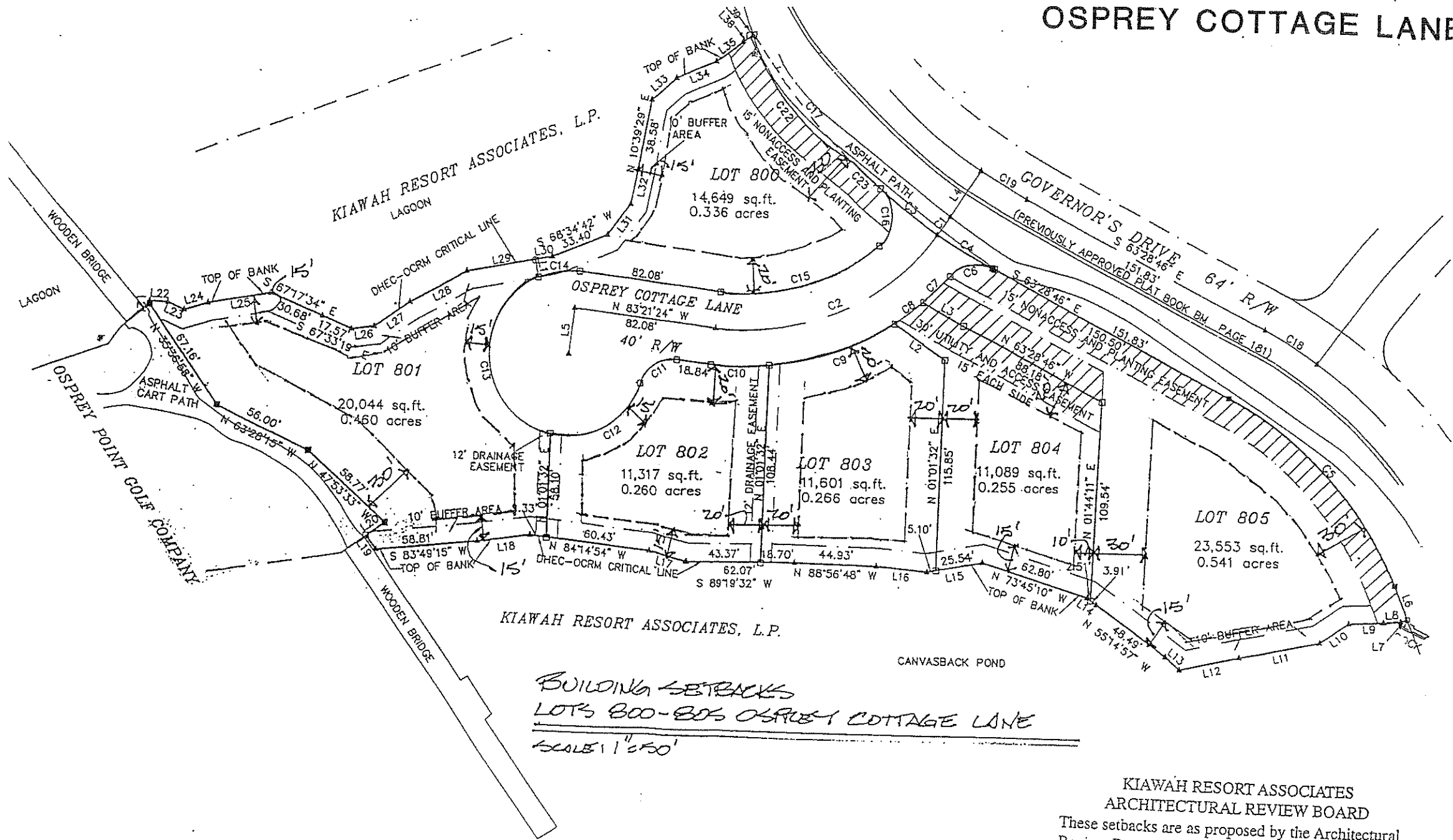
OCEAN MARSH ROAD



KIWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD
 These setbacks are approved by the Architectural Review Board. They are subject to revision and/or variance as per covenants and ARB.
 Date: October 16th 1996

SCALE: 1" = 100'

OSPREY COTTAGE LANE

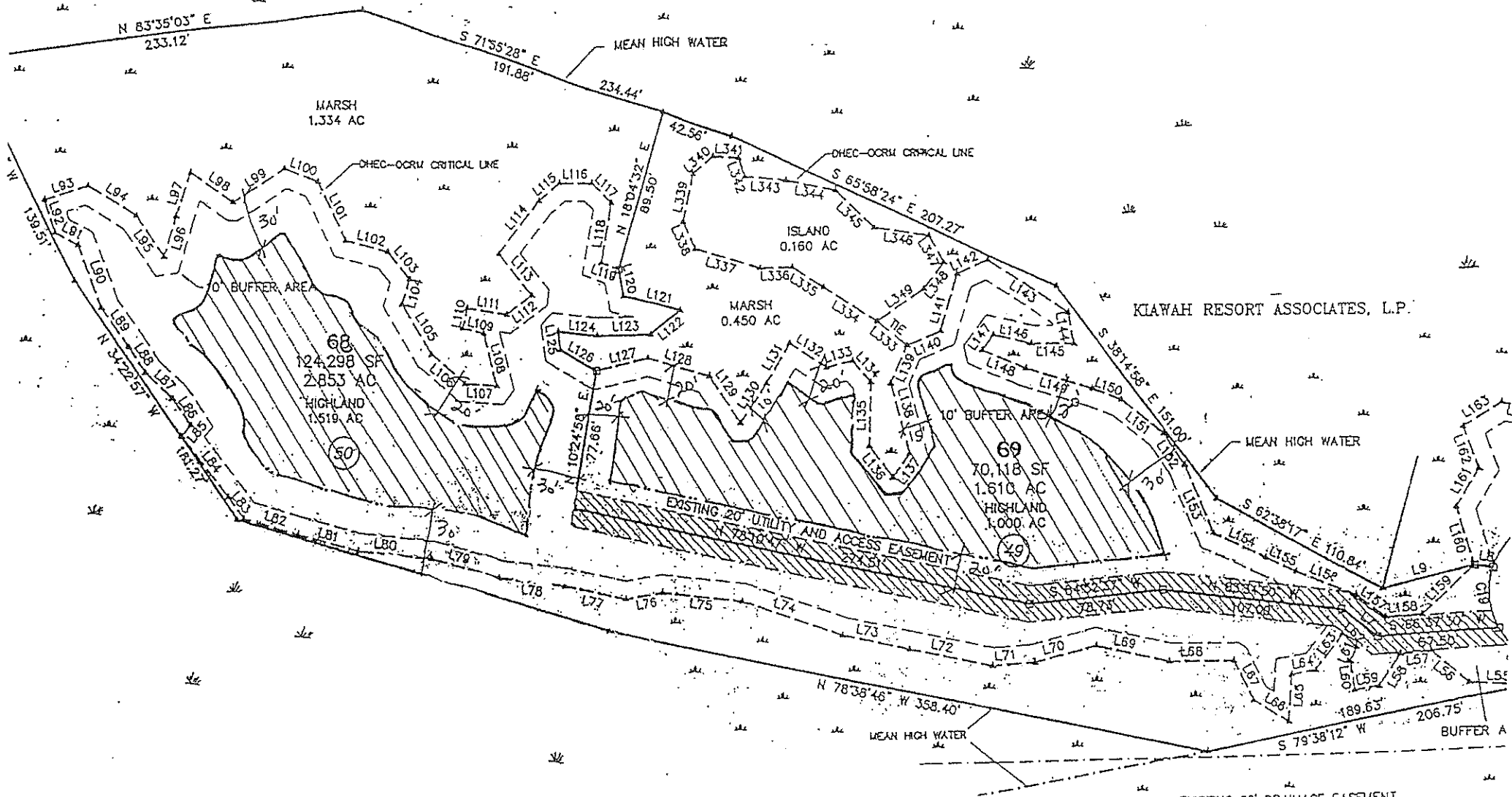


KIAWAH RESORT ASSOCIATES, L.P.

*BUILDING SETBACKS
 LOTS 800-805 OSPREY COTTAGE LANE
 SCALE 1"=50'*

KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD
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Spencer A. Nye October 20, 1995
 Administrator Date

UTTER ISLAND RD



**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

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Suzanne A. New Administrator *October 20 1995* Date

Scale: 1" = 60'

EXISTING 60' DRAINAGE EASEMENT
PREVIOUSLY APPROVED PLAT BK. CO. PG. 178

KIAWAH RESORT ASSOCIATES, L.P.

OTTER ISLAND RD

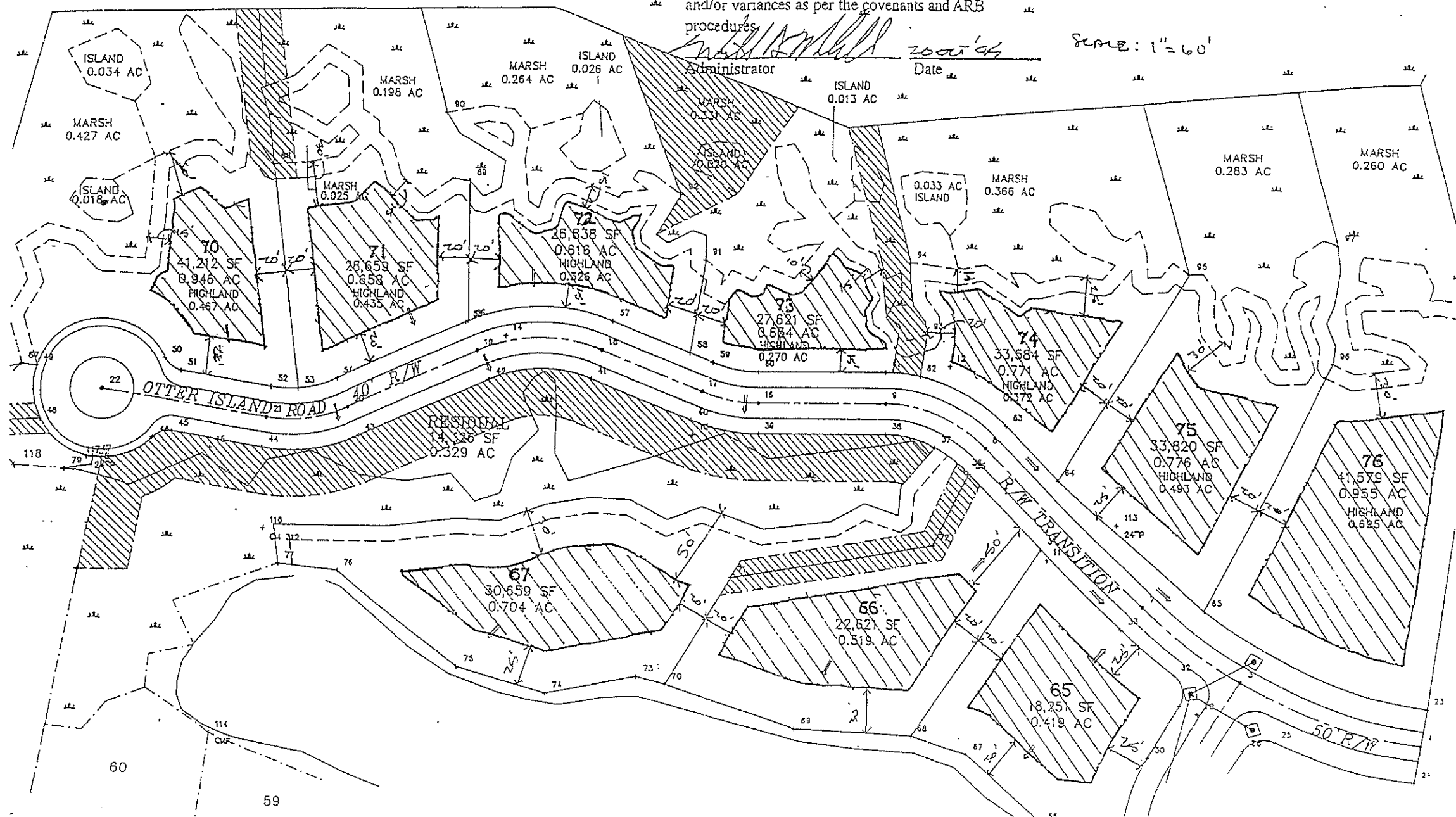
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

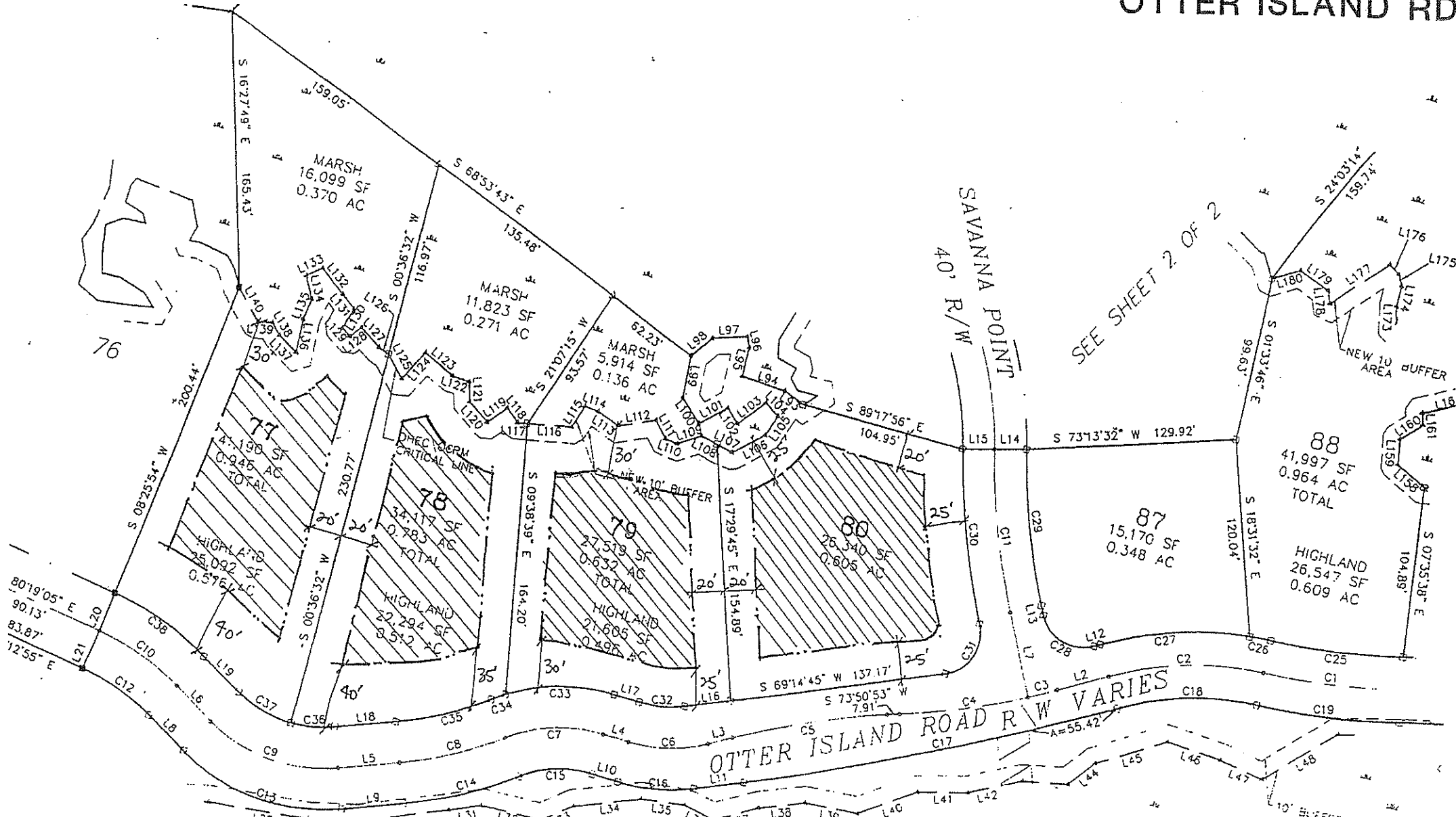
[Signature]
Administrator

2005/05
Date

SCALE: 1" = 60'



OTTER ISLAND RD



**KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD**

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Spencer A. Nash October 20 1995
Administrator Date

EXISTING 60' DRAINAGE EASEMENT
PLAT BOOK CL, PAGE 60 - 64

OTTER ISLAND RC

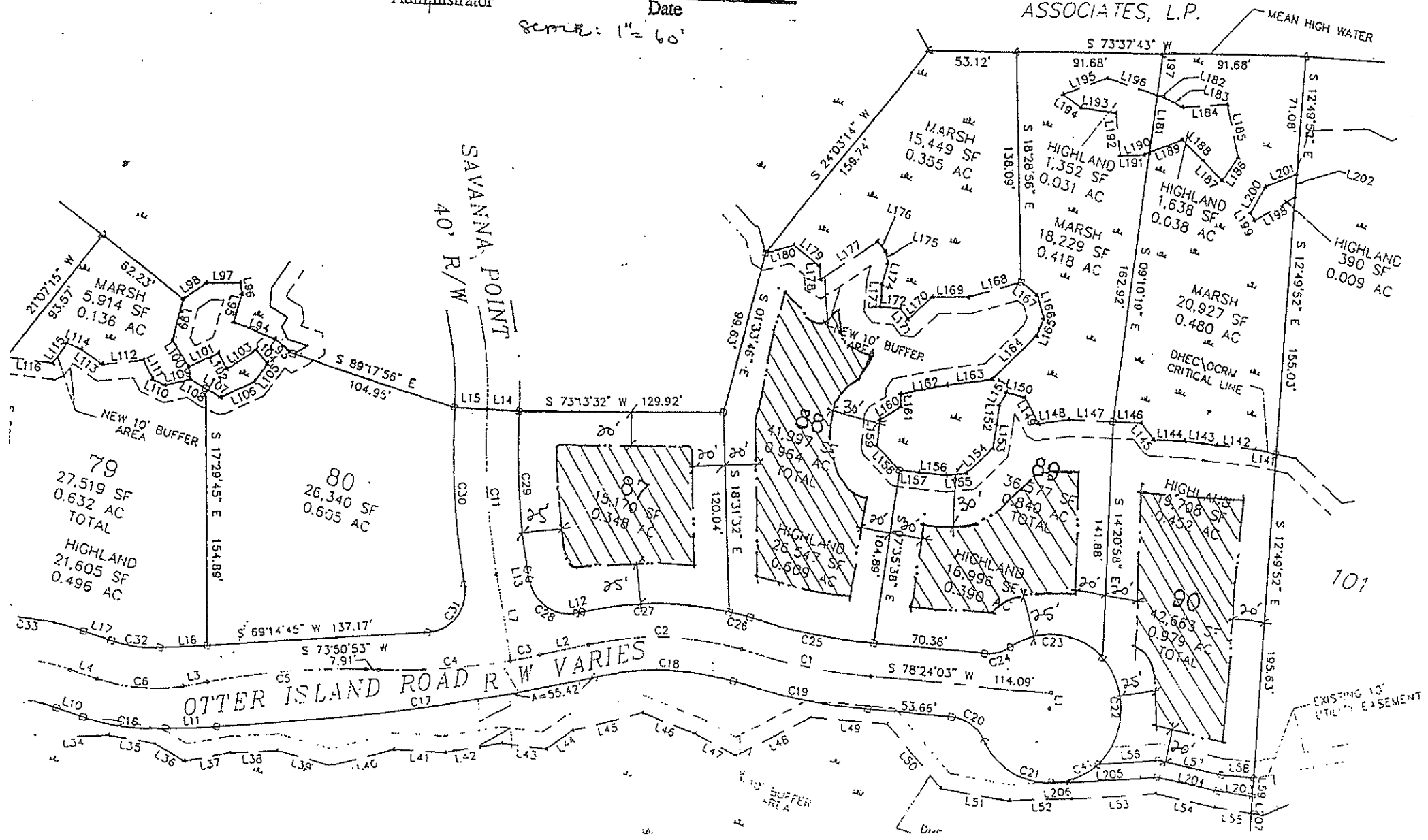
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

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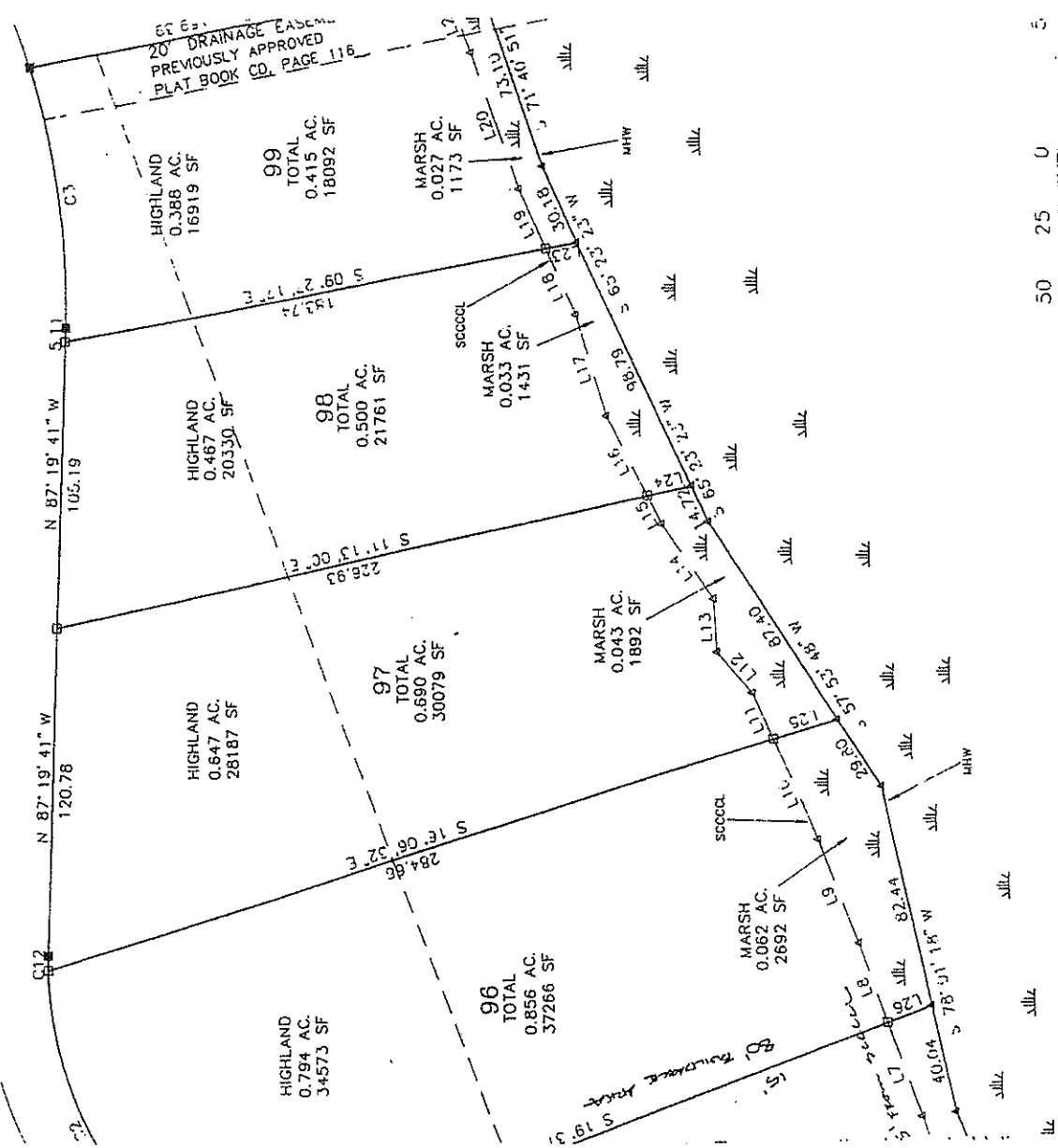
Dence A. Nigh October 20, 1995
Administrator Date

Scale: 1" = 60'

KIAWAH RESORT
ASSOCIATES, L.P.



RHEIT'S BLUFF RD. R/W VARIES



15/ GUEST PARKING AREAS, SHALL FALL WITHIN THE BUILDABLE
 IS DEFINED BY THE SETBACKS UNLESS VARIED BY THE ARCHI-
 TECTURAL REVIEW BOARD. THE ACTUAL DRIVEWAY CONNECTION MAY FALL
 THE STREET SIDE SETBACK, AND ONLY ONE DRIVEWAY CONNECTION
 PERMITTED PER HOUSE.
 REQUIRED SIZE OF THE HEATED AREA FOR EACH HOUSE STRUCTURE
 EVERY LOT SHALL BE A MINIMUM OF 2,000 S.F. WITH A MINIMUM OF
 1,000 S.F. OF HEATED AREA ON THE FIRST FLOOR OF THE STRUCTURE
 UNLESS VARIED BY THE ARCHITECTURAL REVIEW BOARD.

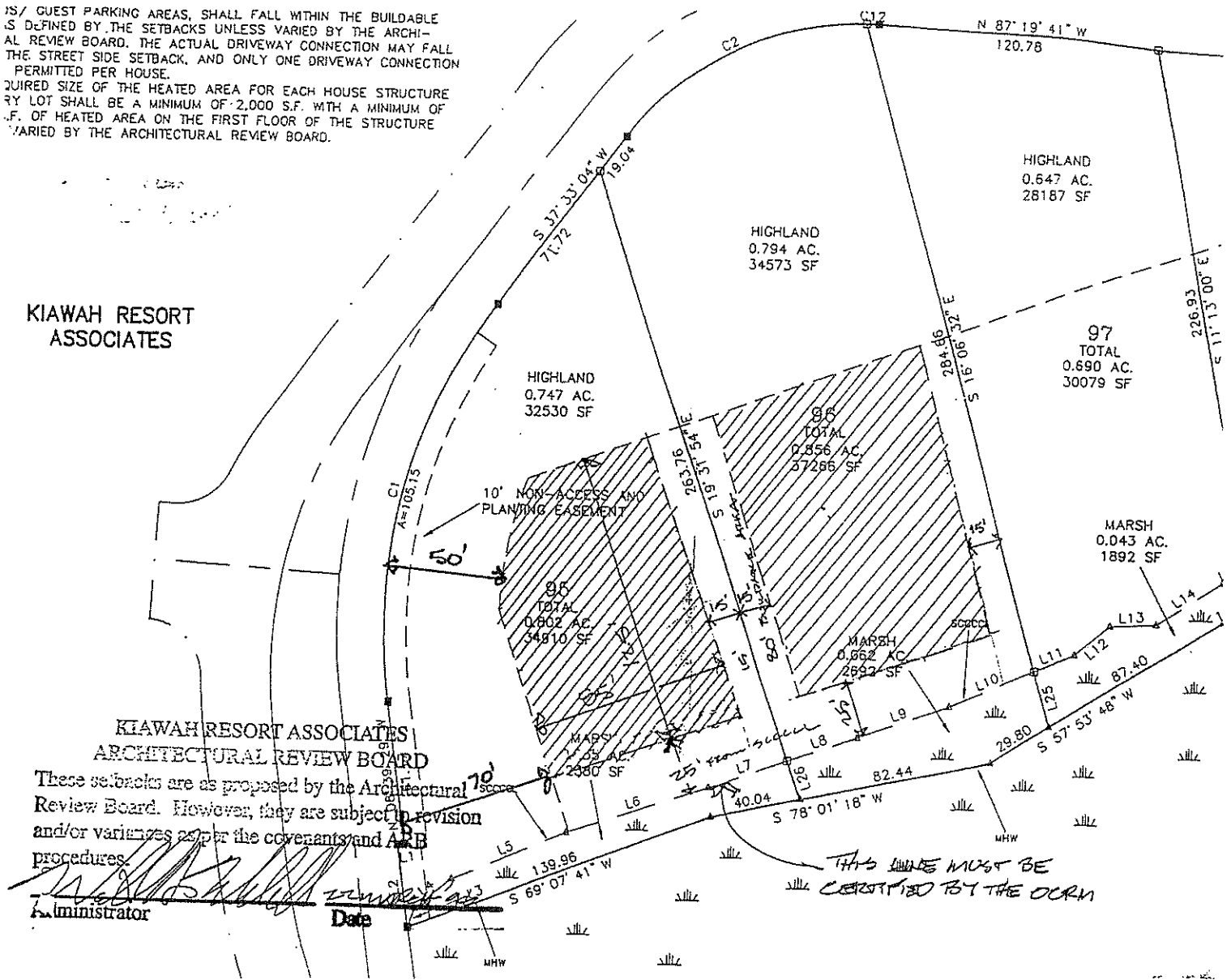
KIAWAH RESORT ASSOCIATES

**KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD**

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 procedures.

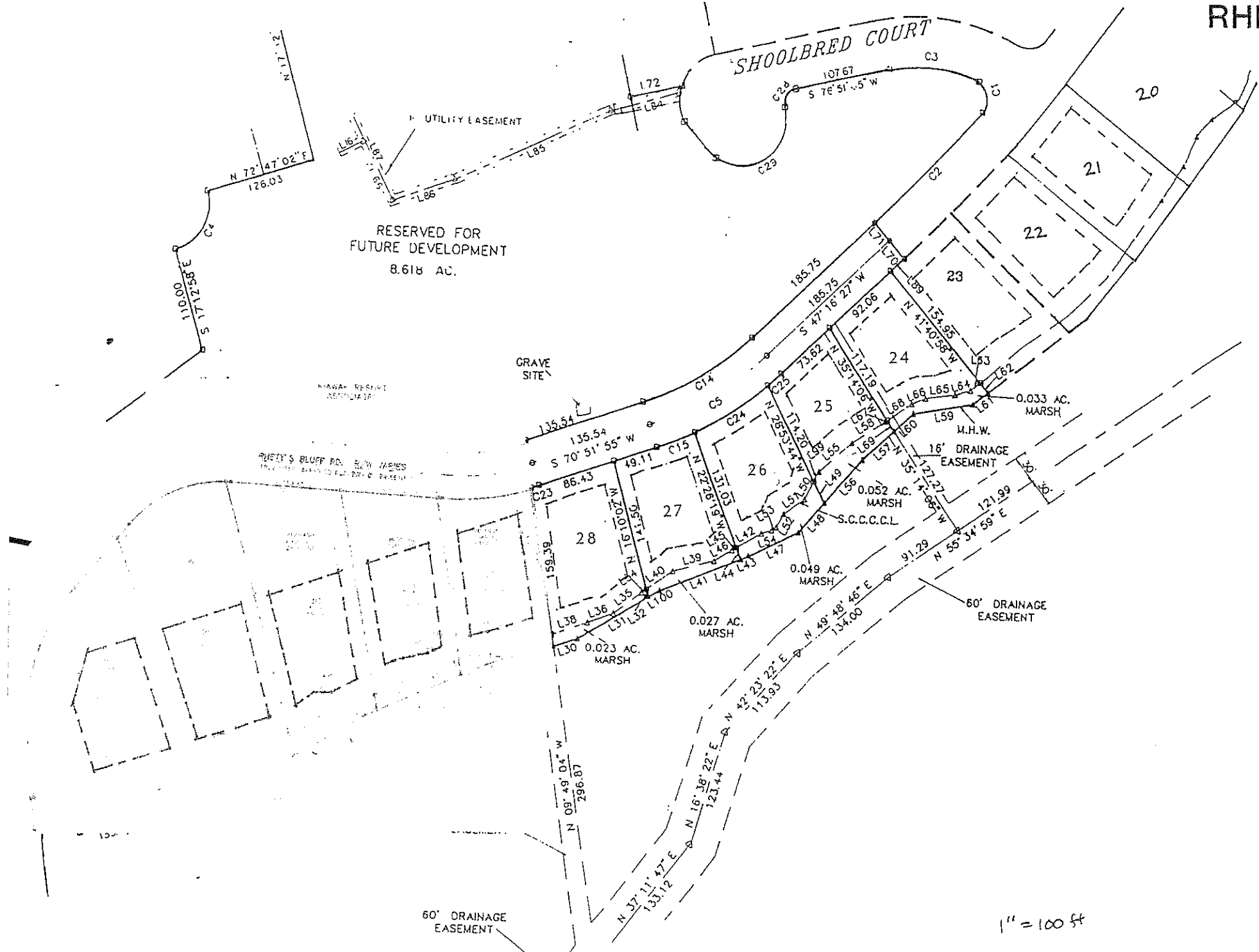
Administrator

Date

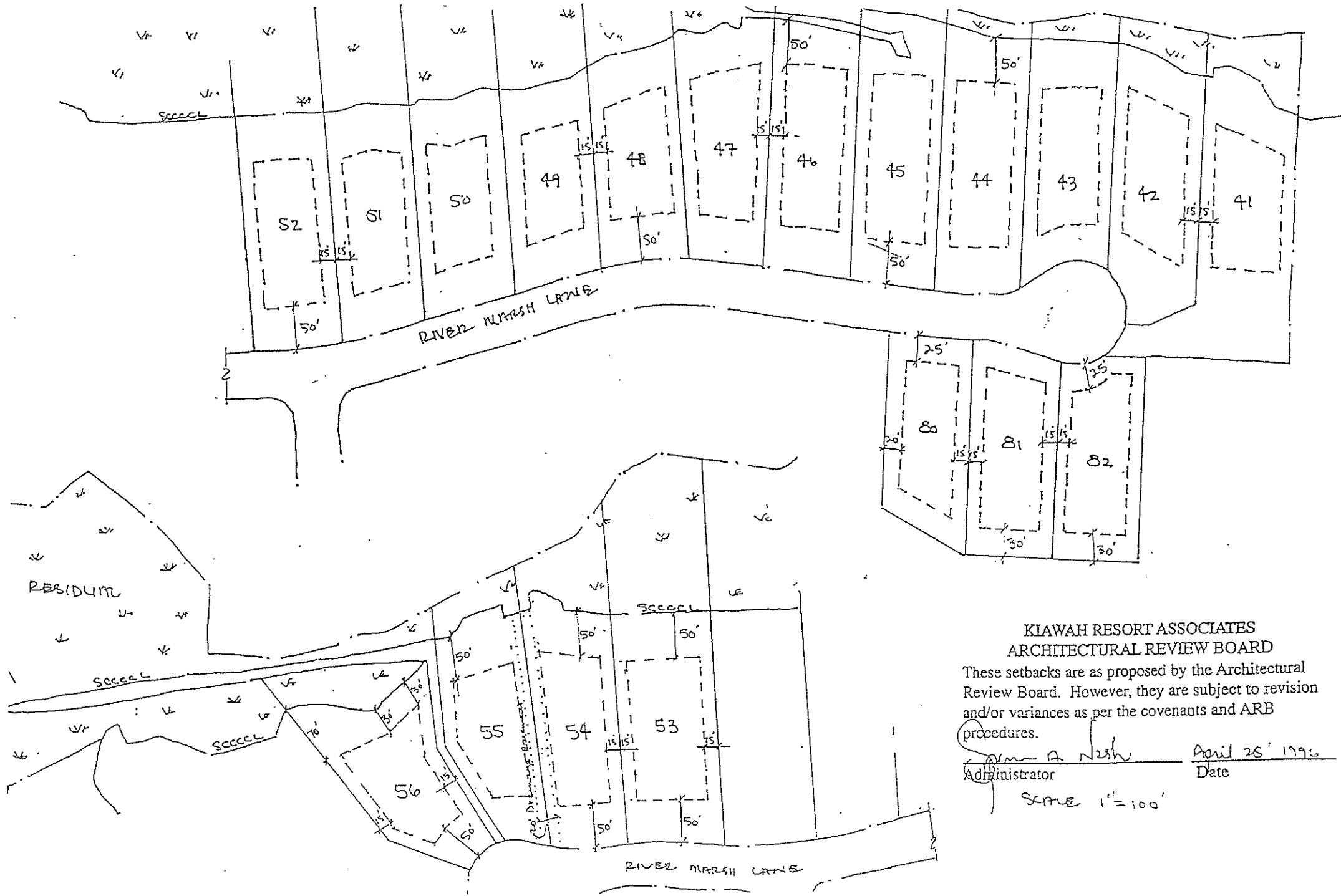


THIS LINE MUST BE
 CERTIFIED BY THE DORN

RHETT'S BLUFF



RIVER MARSH LANE



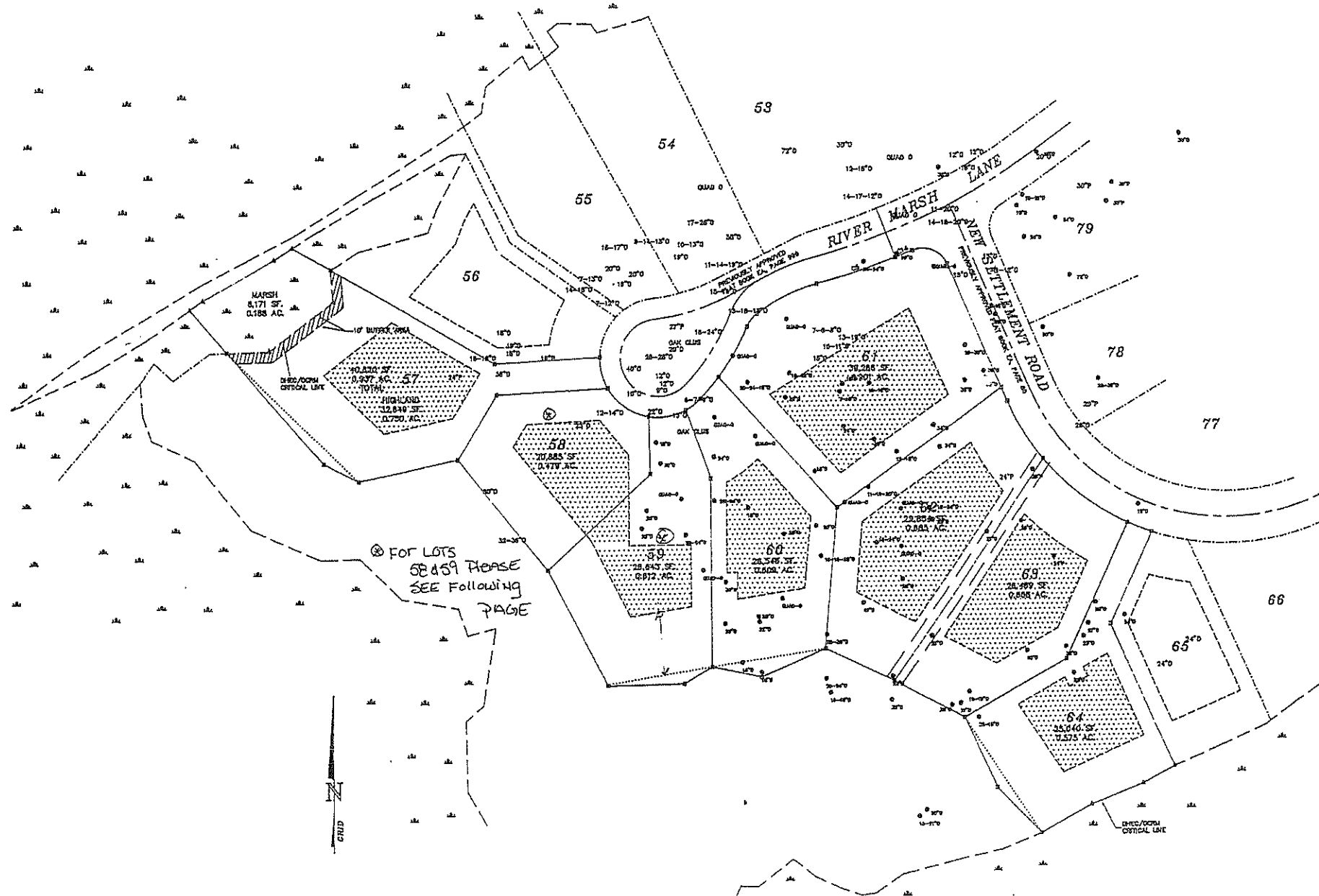
KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

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Sam A. Nash April 25, 1996
Administrator Date

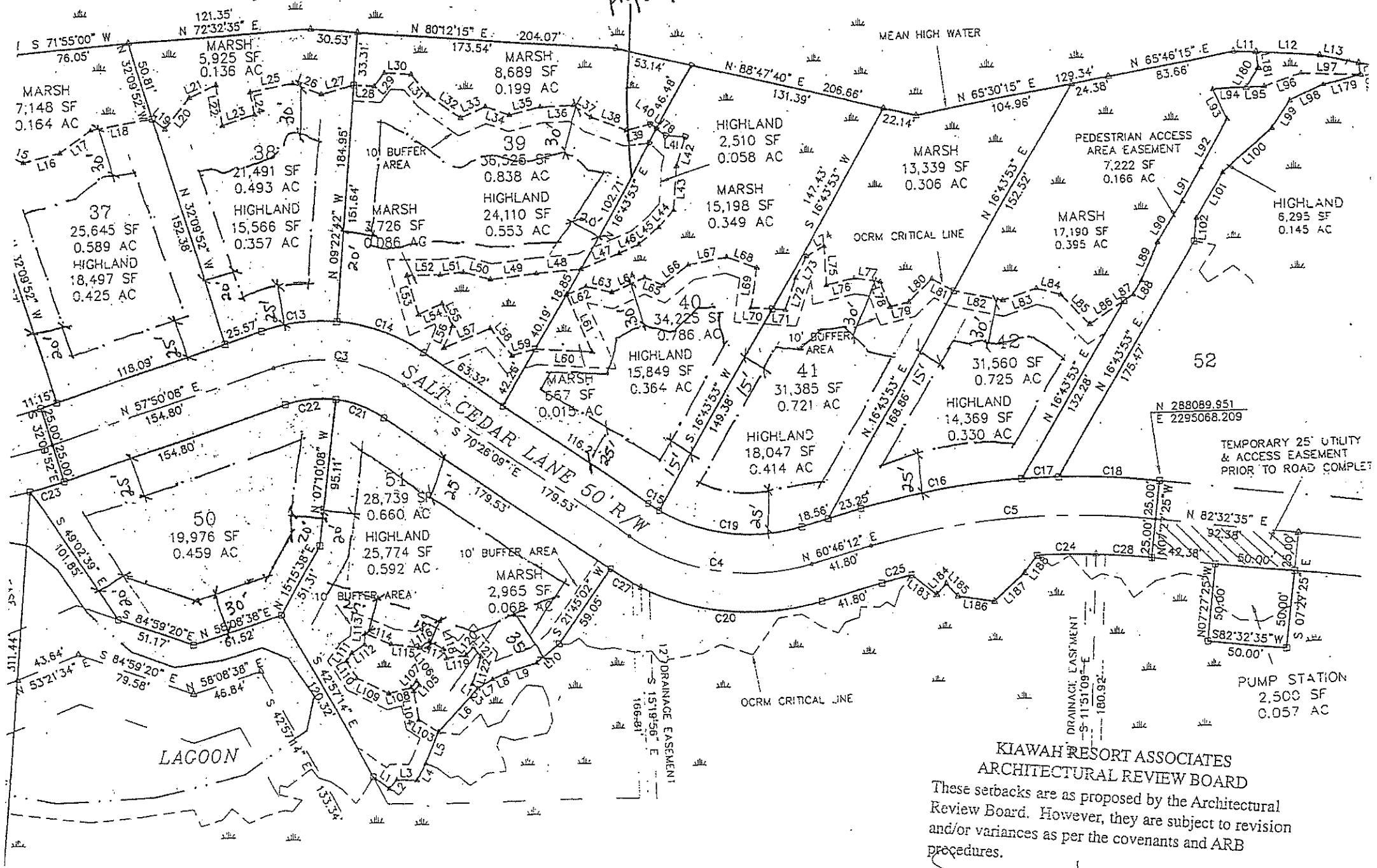
SCALE 1" = 100'

RIVER MARSH LANE



SALT CEDAR LANE

property line altered



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

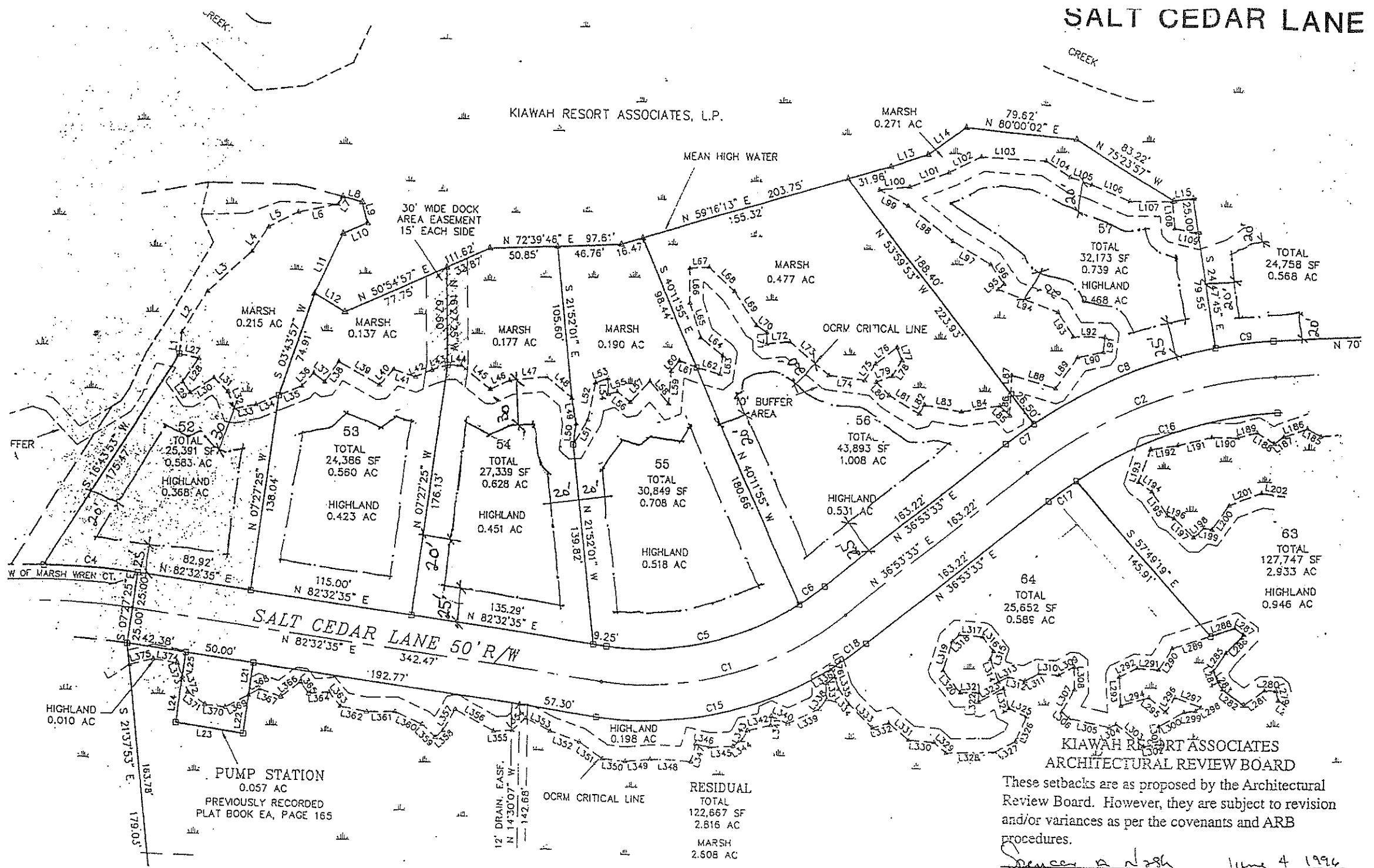
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Spencer A. Nash
 Administrator

June 4 1996
 Date

SALT CEDAR LANE

KIAWAH RESORT ASSOCIATES, L.P.

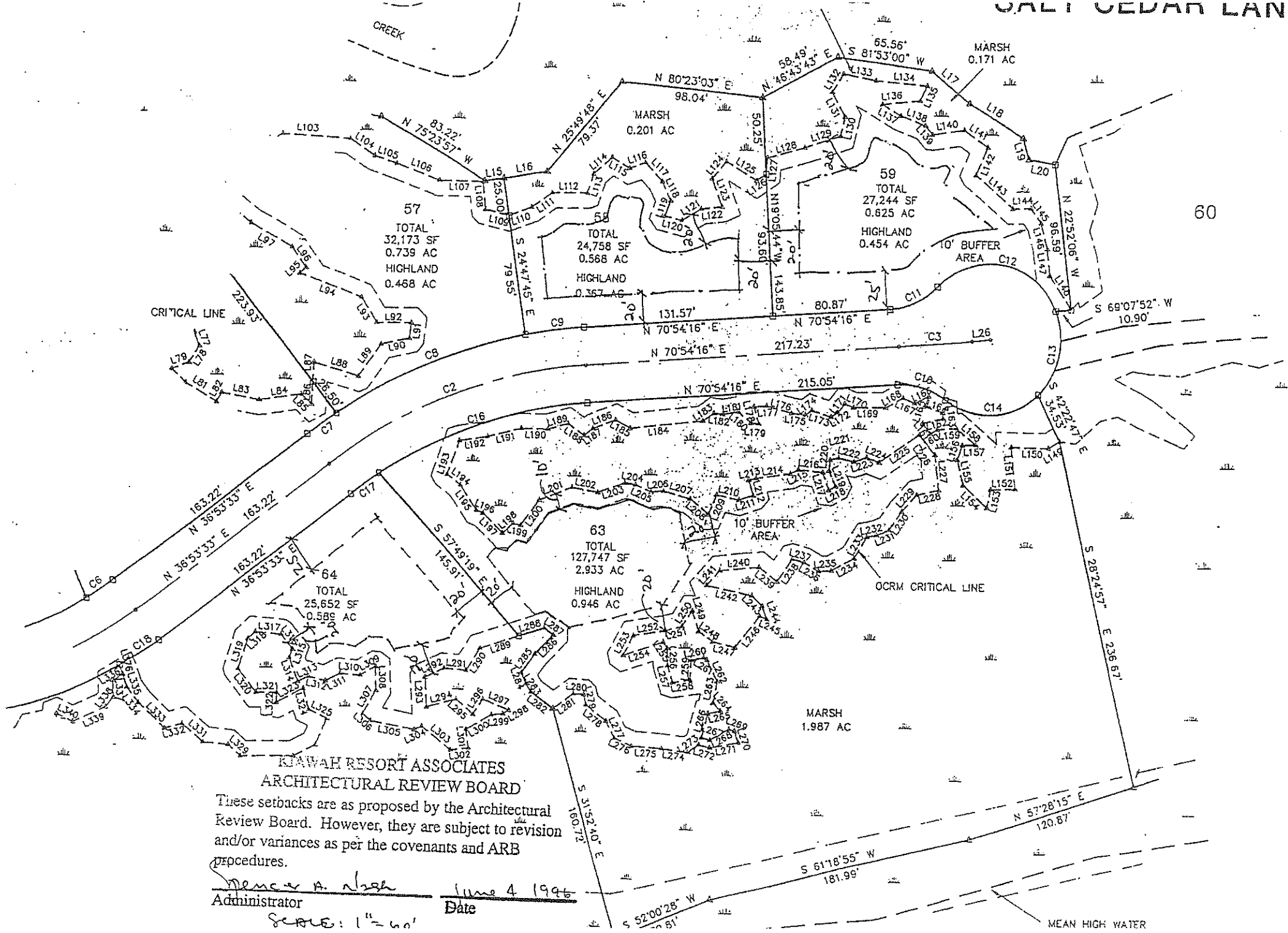


KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

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Spencer A. Nash
Administrator

June 4 1996
Date



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

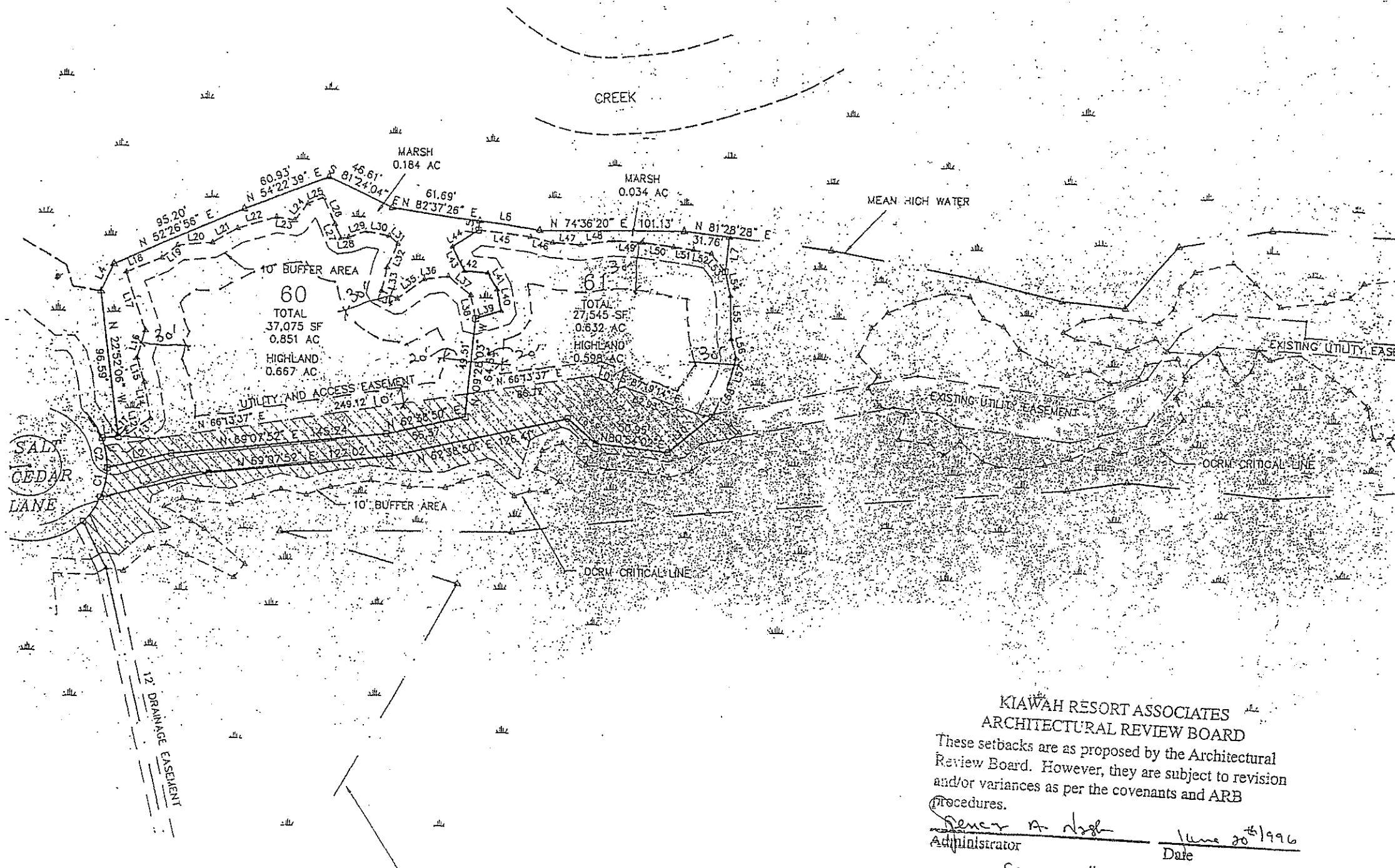
These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Dennis A. Nash
 Administrator

June 4 1996
 Date

SCALE: 1" = 40'

SALT CEDAR LANE



KIAWAH RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

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Denver A. Nash
 Administrator

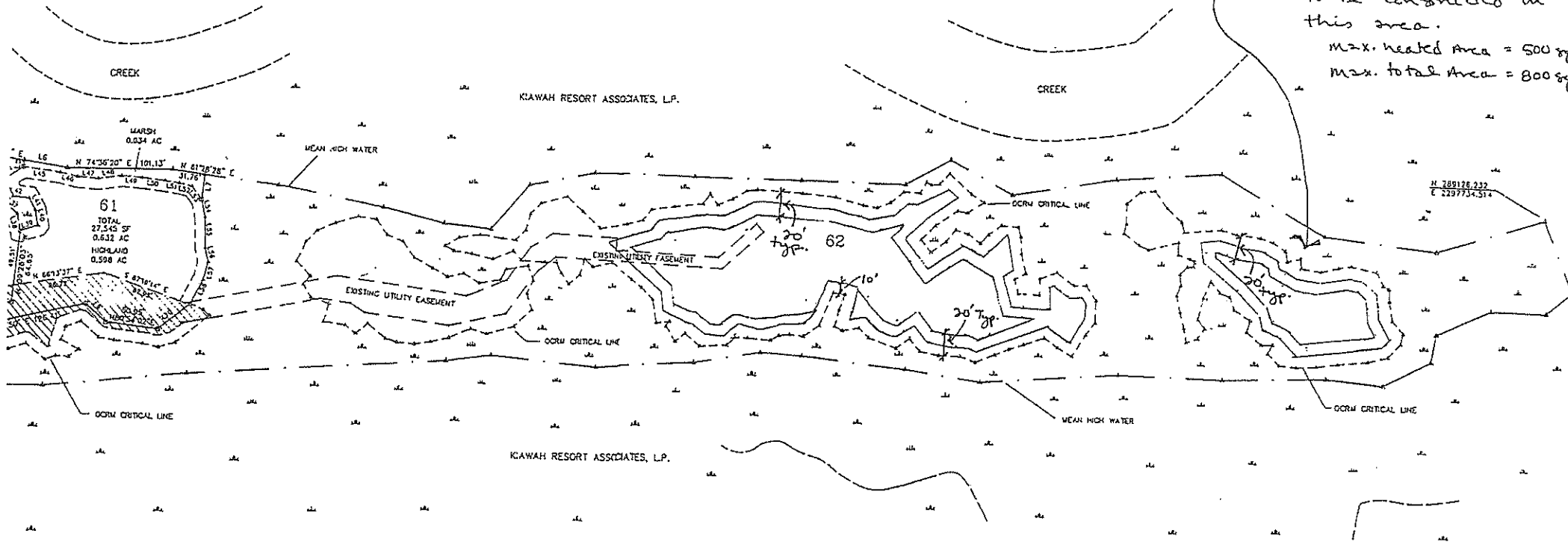
June 20, 1996
 Date

JALI CEDAR LANE

3 3" CONCRETE MONUMENT, NEW
 4 MEASURE POINT, NO CORNER SET

REFERENCES:
 1. PLAT BOOK D4, PAGE 181
 2. PLAT BOOK B5, PAGES 39-51
 3. PLAT BOOK EA, PAGE 185
 4. PLAT BOOK EA, PAGE 498
 5. TMS 265-07-00

* The ARB may allow for
 A one (1) story element
 to be constructed in
 this area.
 max. heated Area = 500 sq. ft.
 max. total Area = 800 sq. ft.



FINAL PLAT
 Spencer A. North
 MAYOR TOWN OF KIAWAH
 William W. Miller
 DIRECTOR OF PLANNING
 TOWN OF KIAWAH

KIAWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

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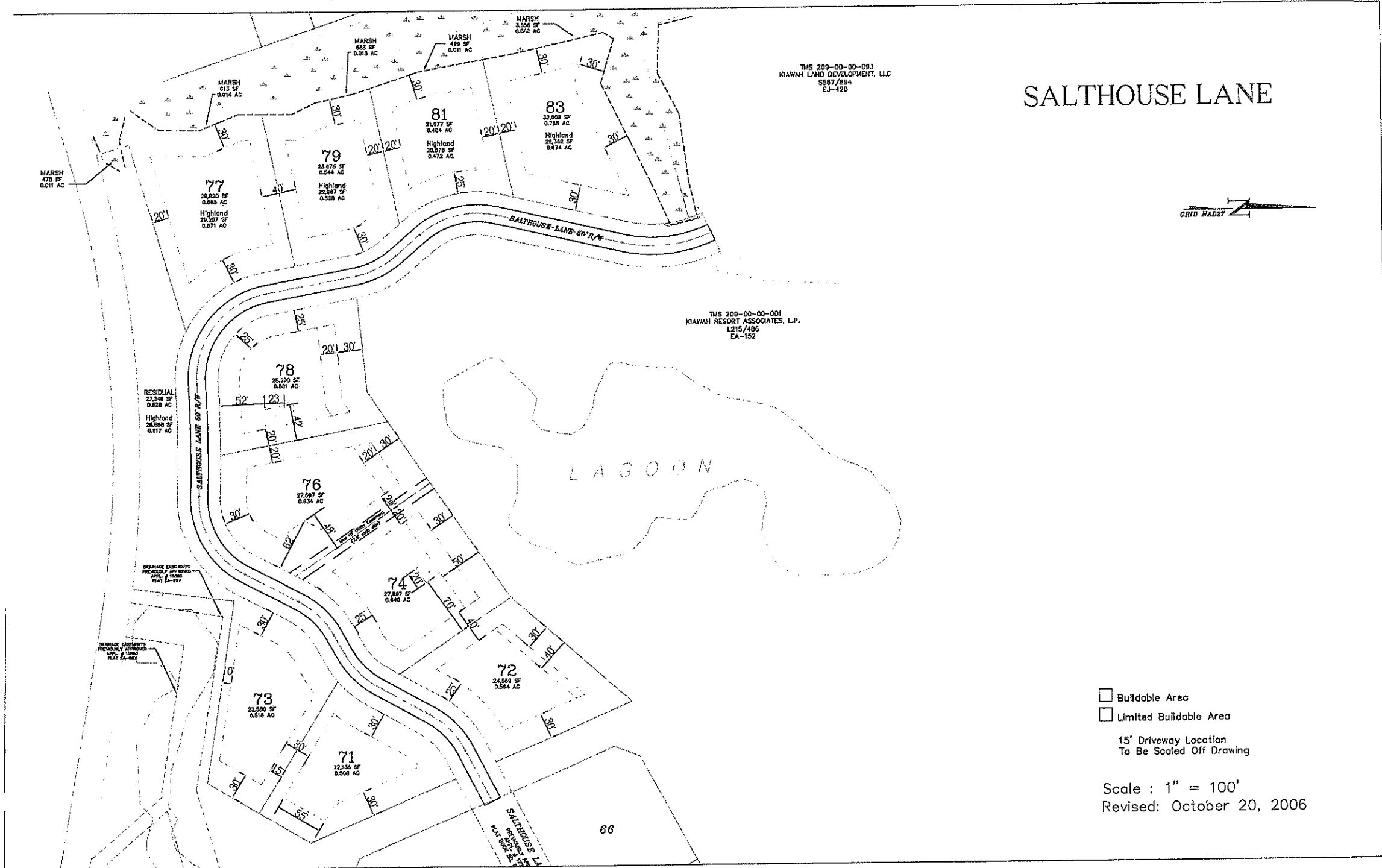
Spencer A. North
 Administrator Date 10.6.96

Scale: 1" = 100'

SALTHOUSE LANE

TMS 209-00-00-093
 KIAWAH LAND DEVELOPMENT, LLC
 S557/864
 E1-426

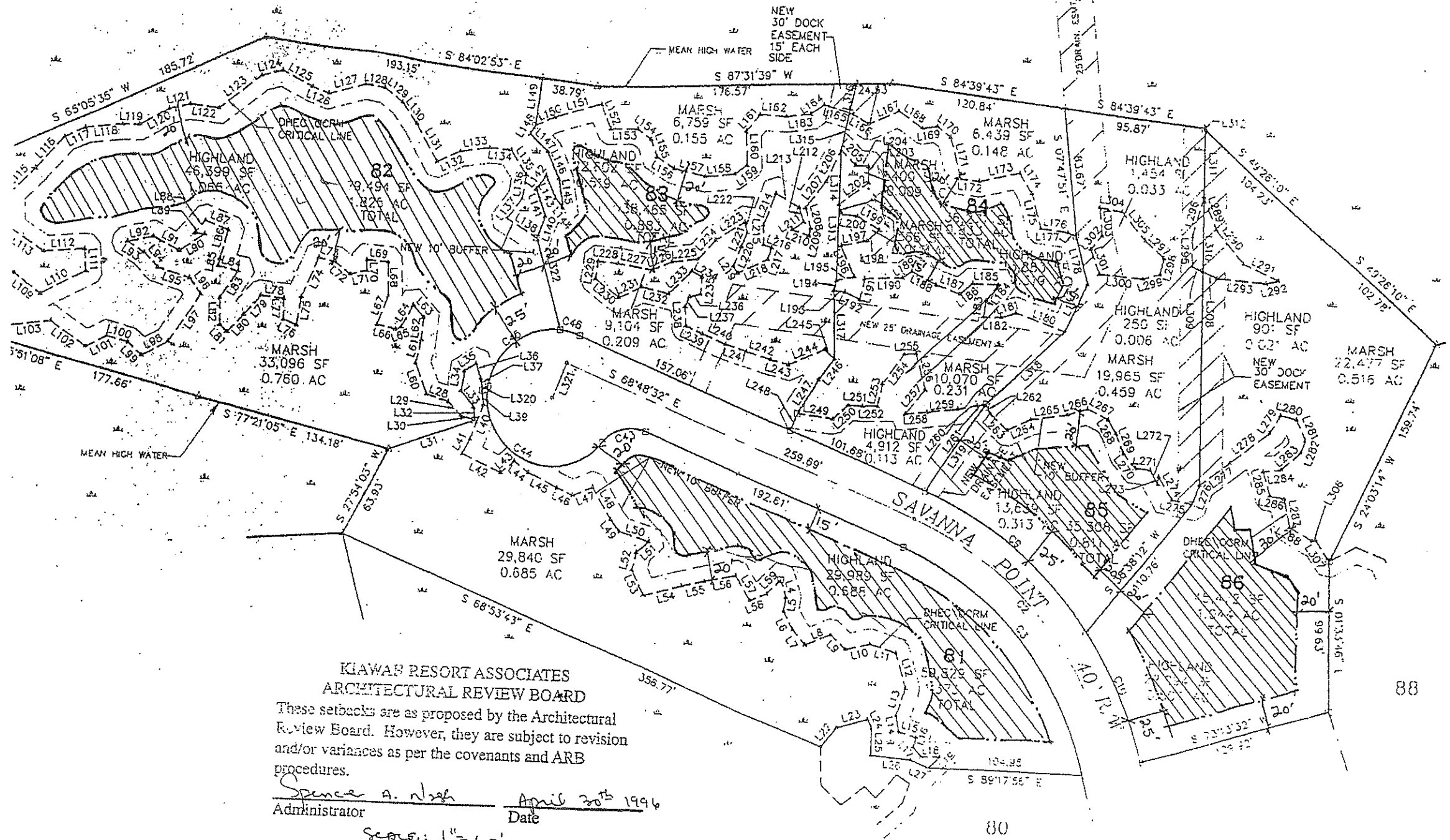
TMS 209-00-00-001
 KIAWAH RESORT ASSOCIATES, LP.
 L215/486
 EA-152



- Buildable Area
- Limited Buildable Area
- 15' Driveway Location
To Be Scaled Off Drawing

Scale : 1" = 100'
 Revised: October 20, 2006

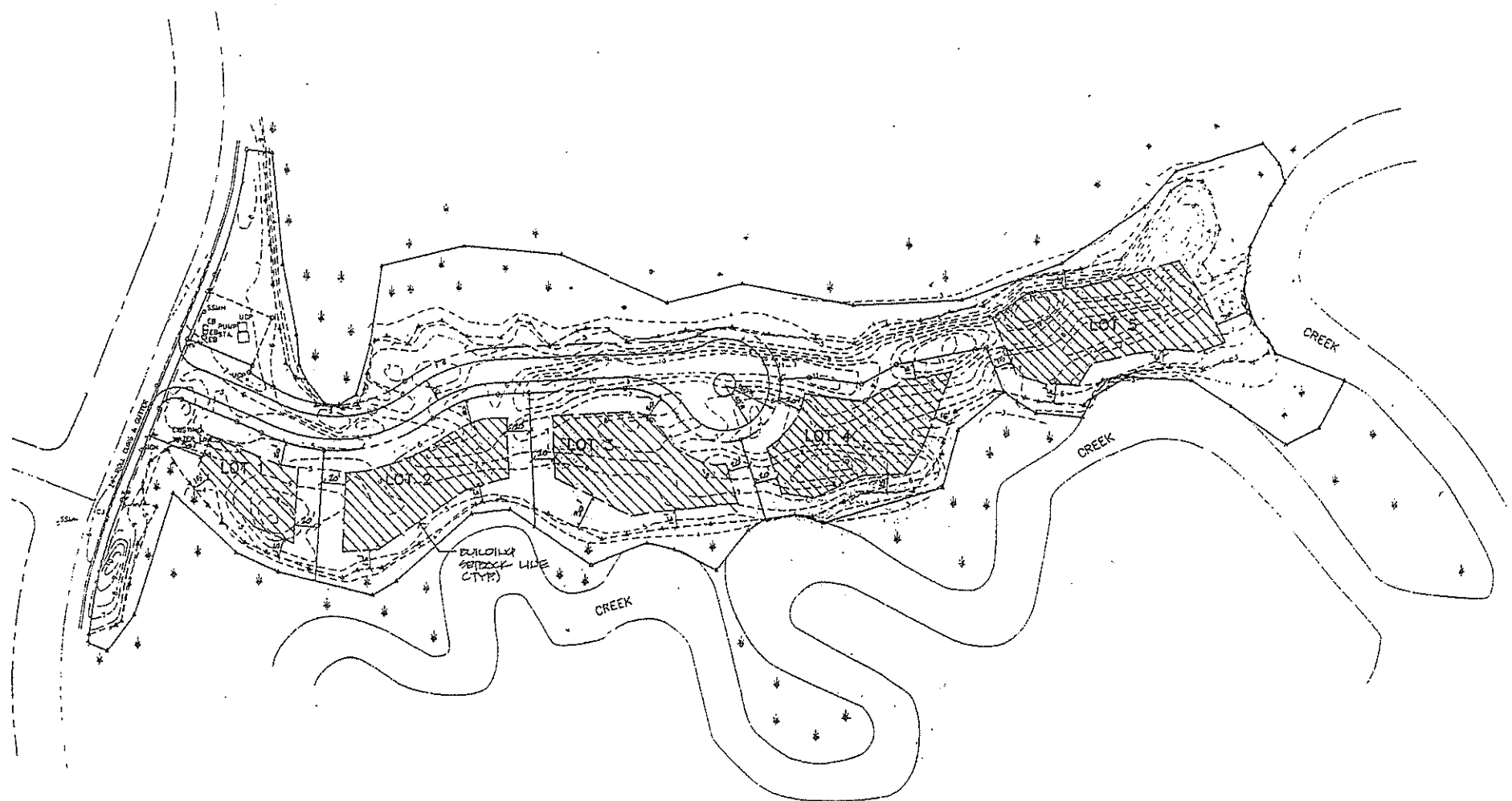
MEAN LOW WATER



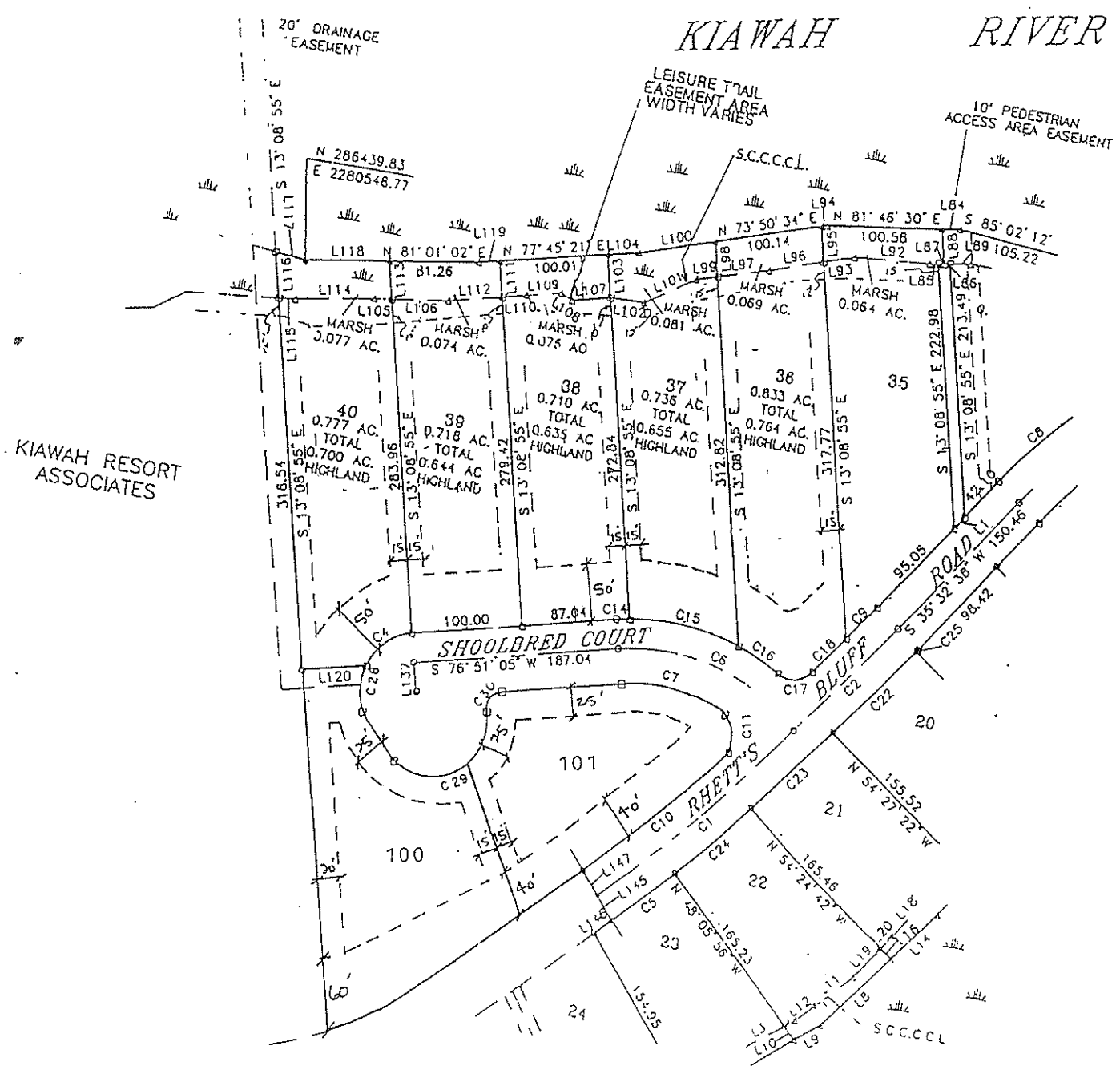
KIAWAN RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD
 These setbacks are as proposed by the Architectural
 Review Board. However, they are subject to revision
 and/or variances as per the covenants and ARB
 procedures.
Spencer A. Nish April 20th 1996
 Administrator Date

Scale: 1" = 60'

SHELL CREEK LANDING

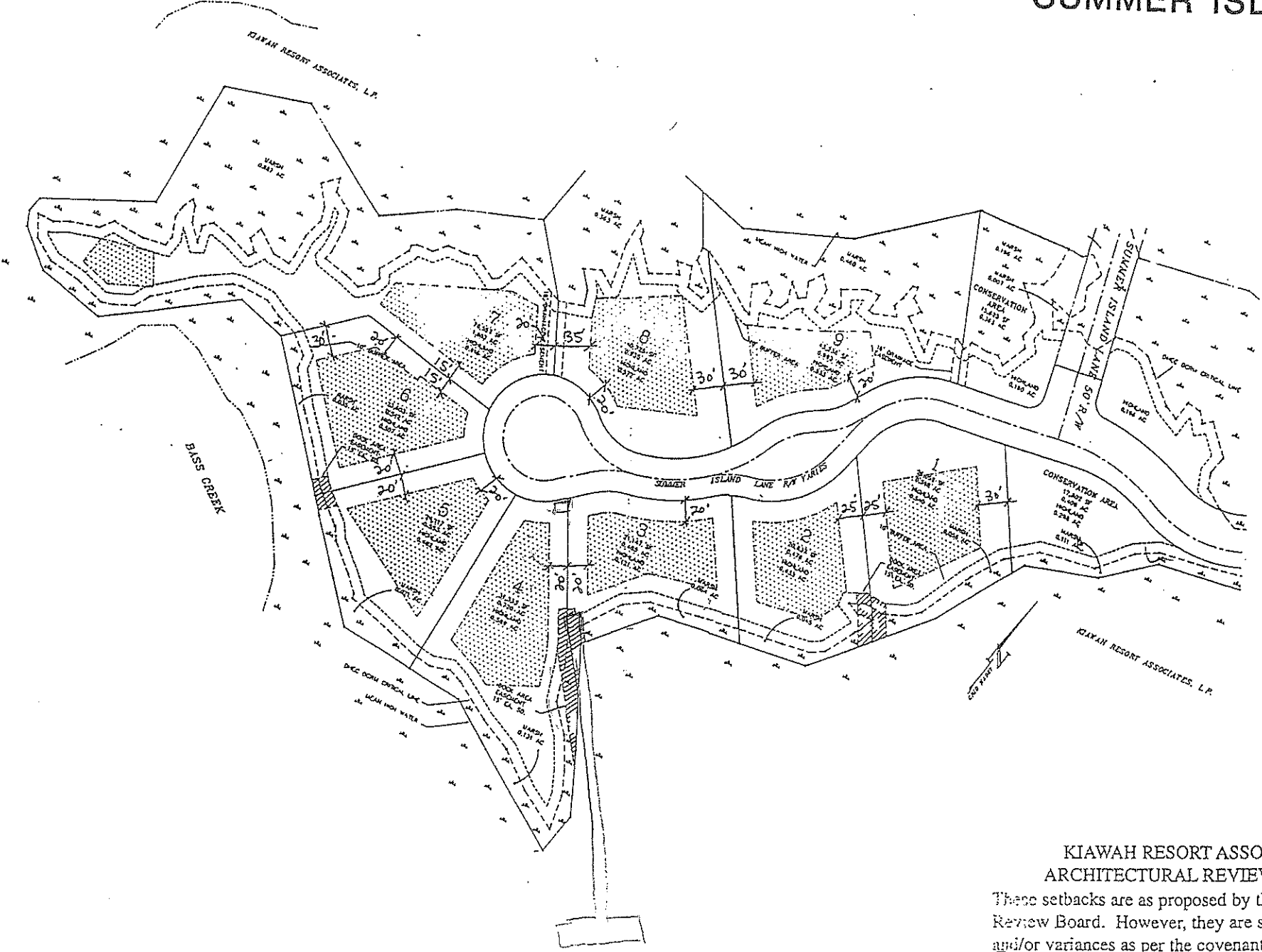


SHELL CREEK LANDING
BY ARCHITECTS 11-80



1" = 100'

SUMMER ISLAND LAN



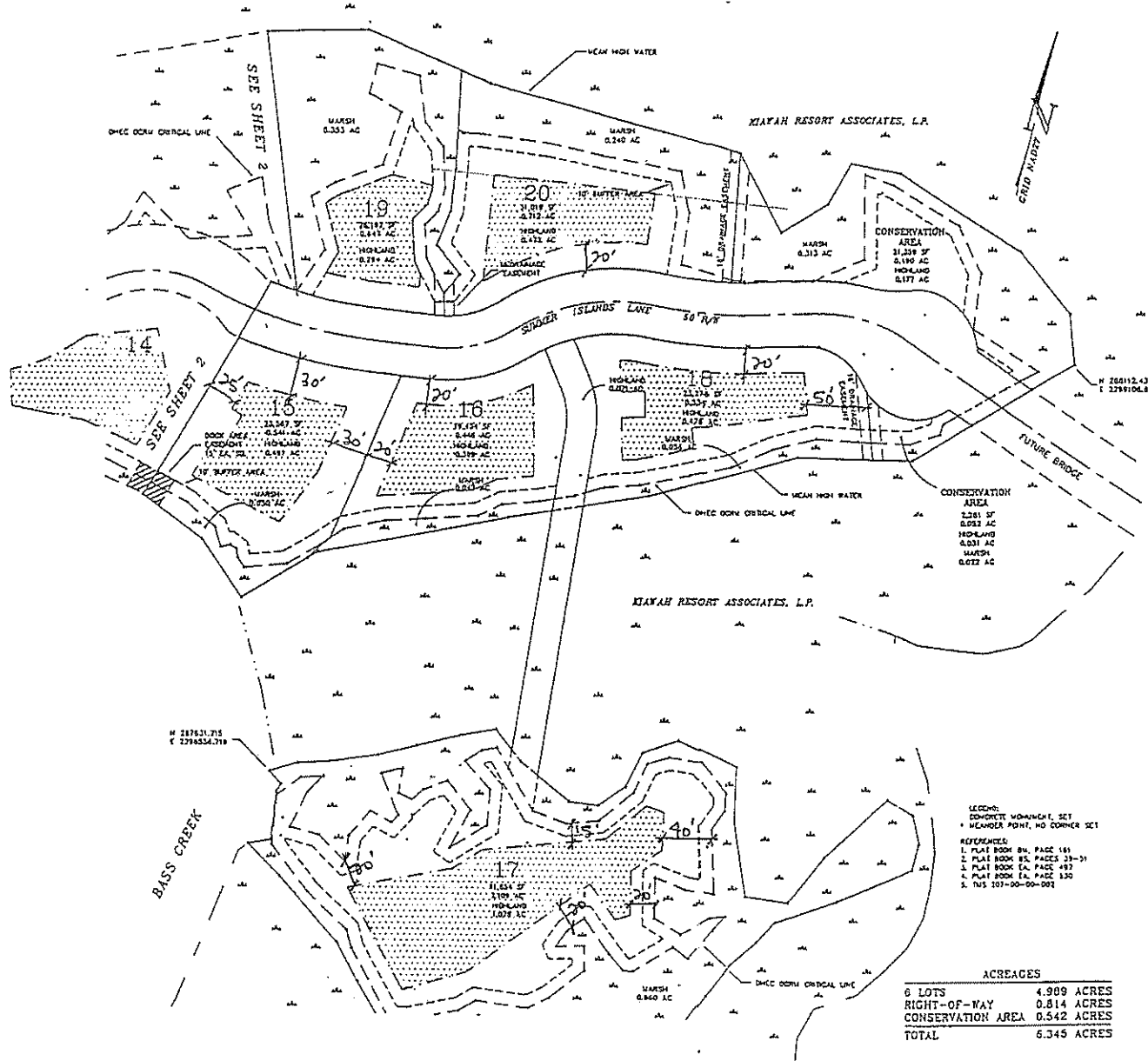
KIWAH RESORT ASSOCIATES ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash
Administrator

8.13.97
Date

SUMMER ISLANDS LANE



LEGEND:
 CONCRETE MONUMENT SET
 IRON CORNER POINT, NO CORNER SET

REFERENCES:
 1. PLAT BOOK 84, PAGE 161
 2. PLAT BOOK 85, PAGES 35-51
 3. PLAT BOOK 8A, PAGE 497
 4. PLAT BOOK 8A, PAGE 130
 5. TNS 207-00-001

ACREAGES	
6 LOTS	4.909 ACRES
RIGHT-OF-WAY	0.814 ACRES
CONSERVATION AREA	0.542 ACRES
TOTAL	6.345 ACRES

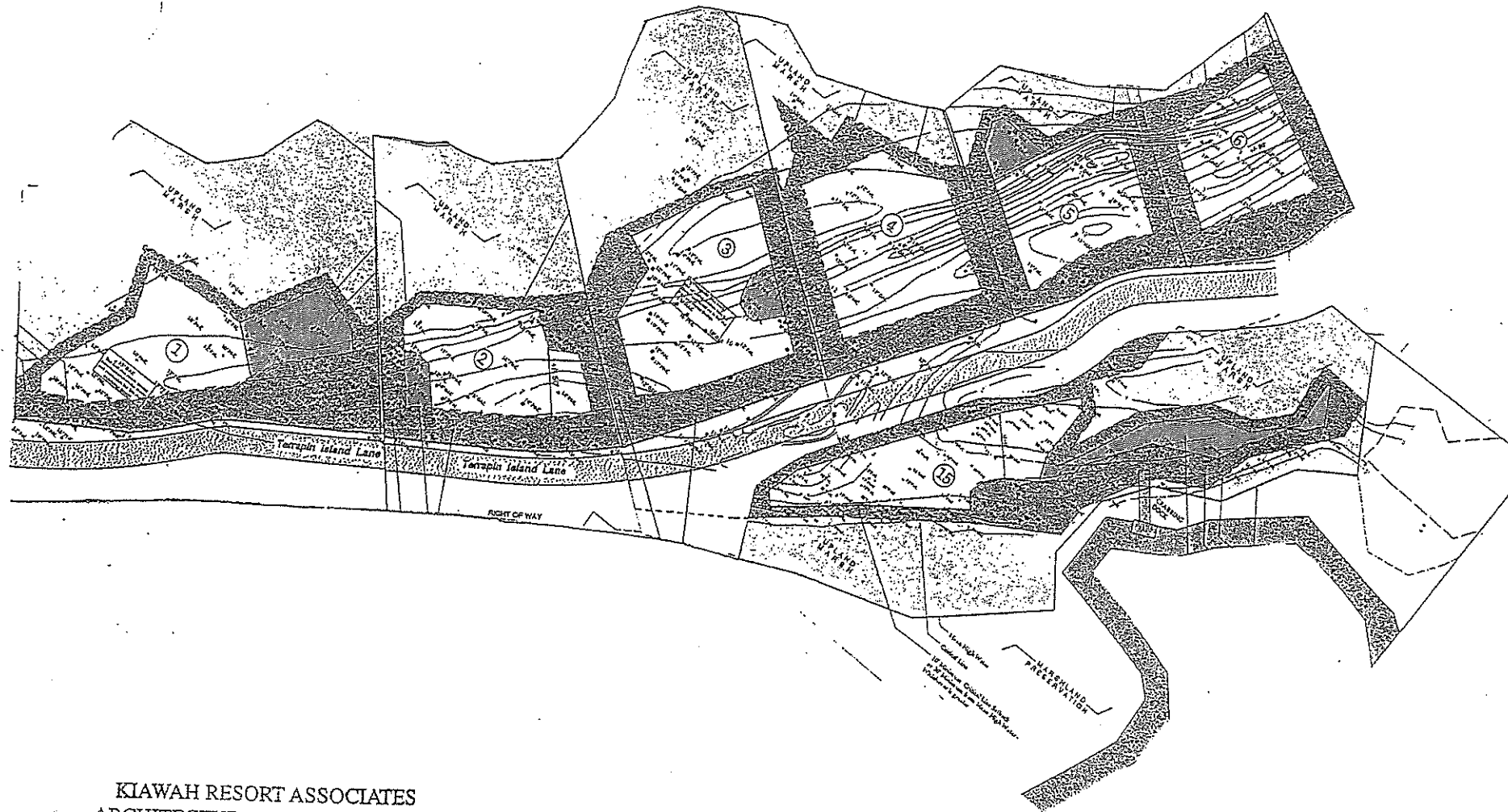
KIawah RESORT ASSOCIATES
 ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

Spencer A. Nash 8.13.97
 Administrator Date

Scale = 1" = 100'

TERAPIN ISLAND LANE



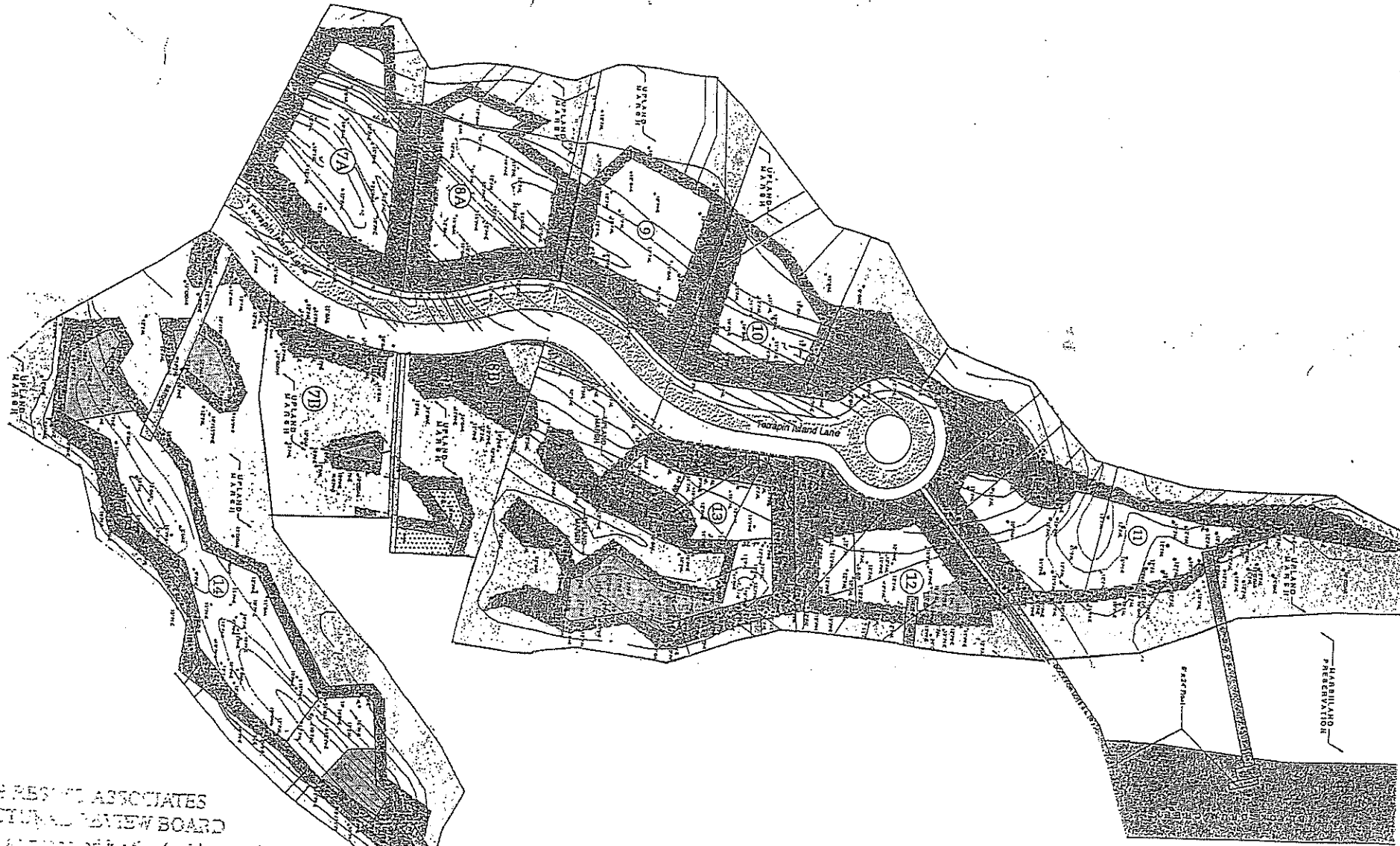
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

John A. Nash Administrator October 4, 1996 Date

SCALE: 1"=100'

TERAPIN ISLAND LANE



LAVIAR RESERVE ASSOCIATES
INSPECTORIAL REVIEW BOARD
plans are prepared by the Architectural
and. However, they are subject to revision
based on the covenants and ARE

A. N. 29th October 4 1976
or
Date

SCALE: 1" = 100'

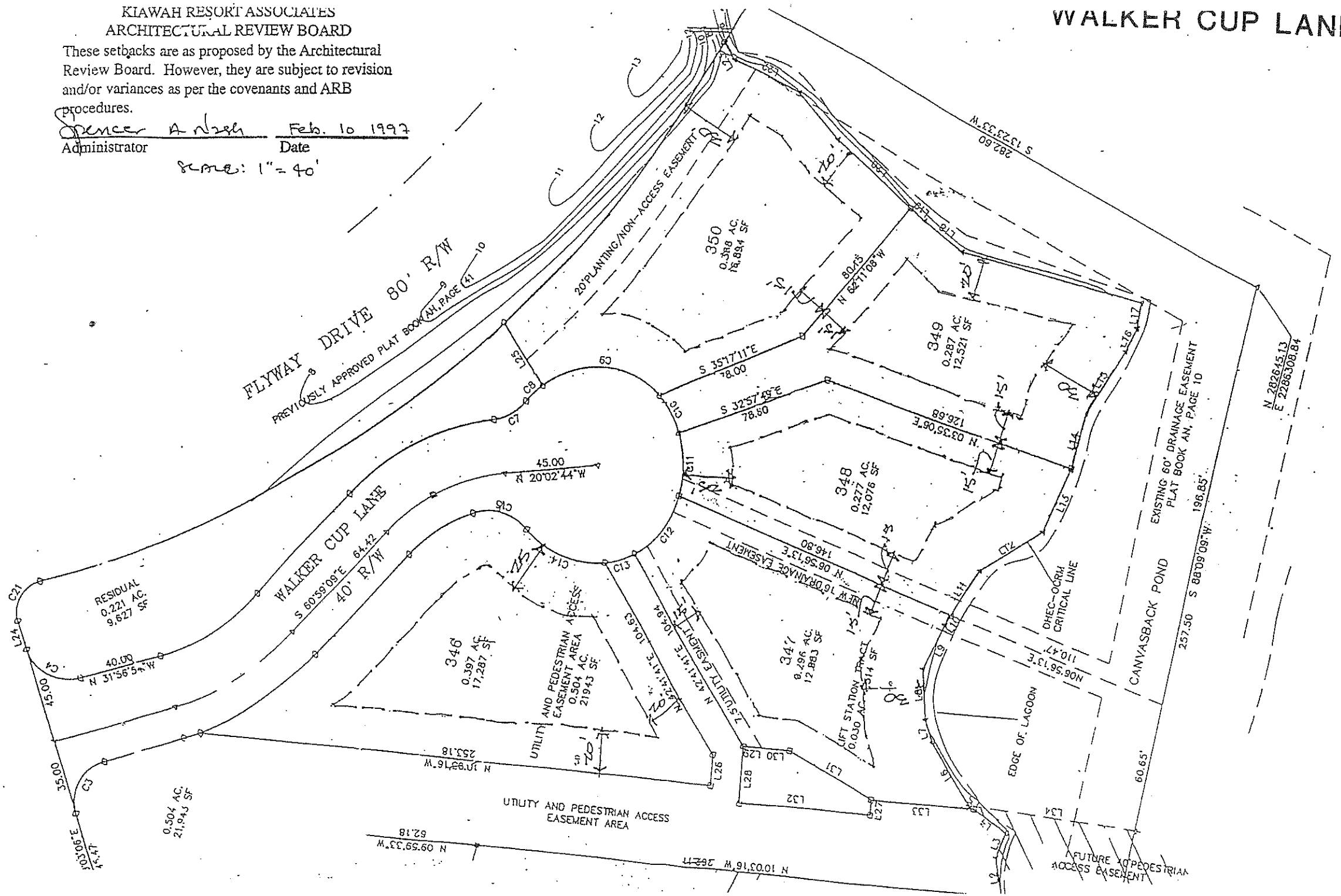
KIAWAH RESORT ASSOCIATES
ARCHITECTURAL REVIEW BOARD

These setbacks are as proposed by the Architectural Review Board. However, they are subject to revision and/or variances as per the covenants and ARB procedures.

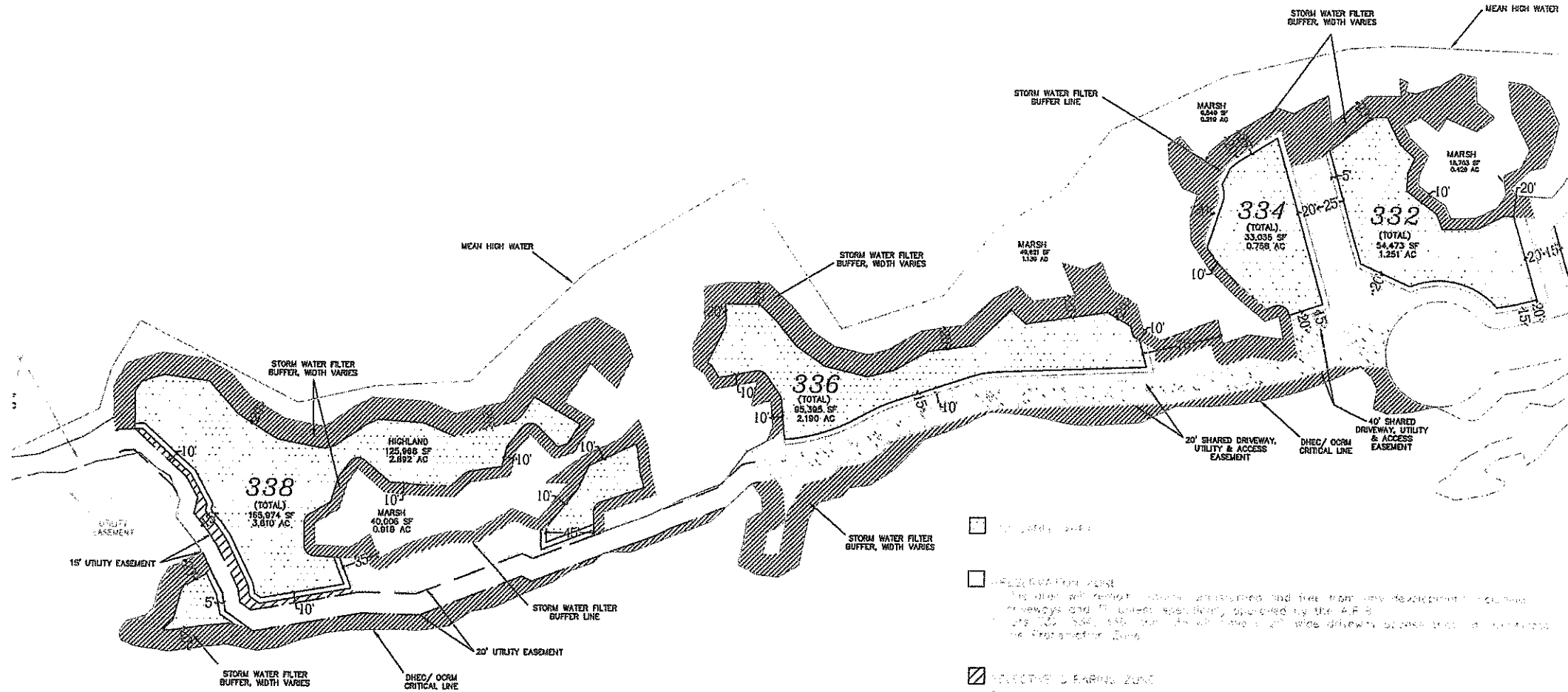
Spence A. Nash Feb. 10 1997
Administrator Date

Scale: 1" = 40'

WALKER CUP LANE



MOON TIDE LANE



S.C. THE ENGINEERS
 1000 W. 10TH ST.
 SUITE 100
 CHARLOTTE, NC 28202
 TEL: 704.376.1100

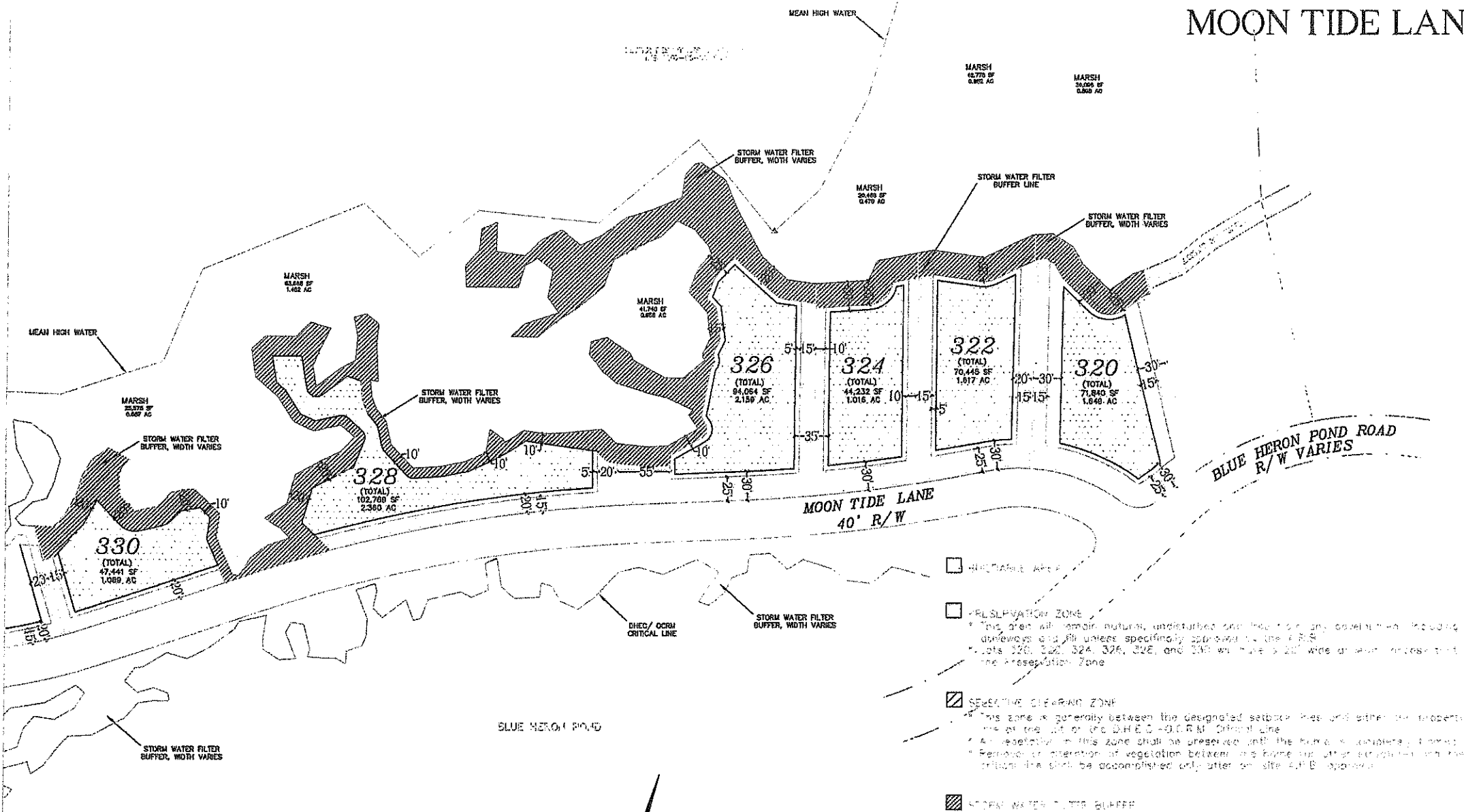
DUE NORTH POINT



- 10' SETBACK
- 15' UTILITY EASEMENT
- 20' SHARED DRIVEWAY, UTILITY & ACCESS EASEMENT
- 40' SHARED DRIVEWAY, UTILITY & ACCESS EASEMENT
- DHEC/OCRM CRITICAL LINE
- STORM WATER FILTER BUFFER, WIDTH VARIES
- MEAN HIGH WATER
- MARSH
- HIGHLAND

SCALE: 1" = 20' (AS SHOWN)
 DATE: 08/20/2014

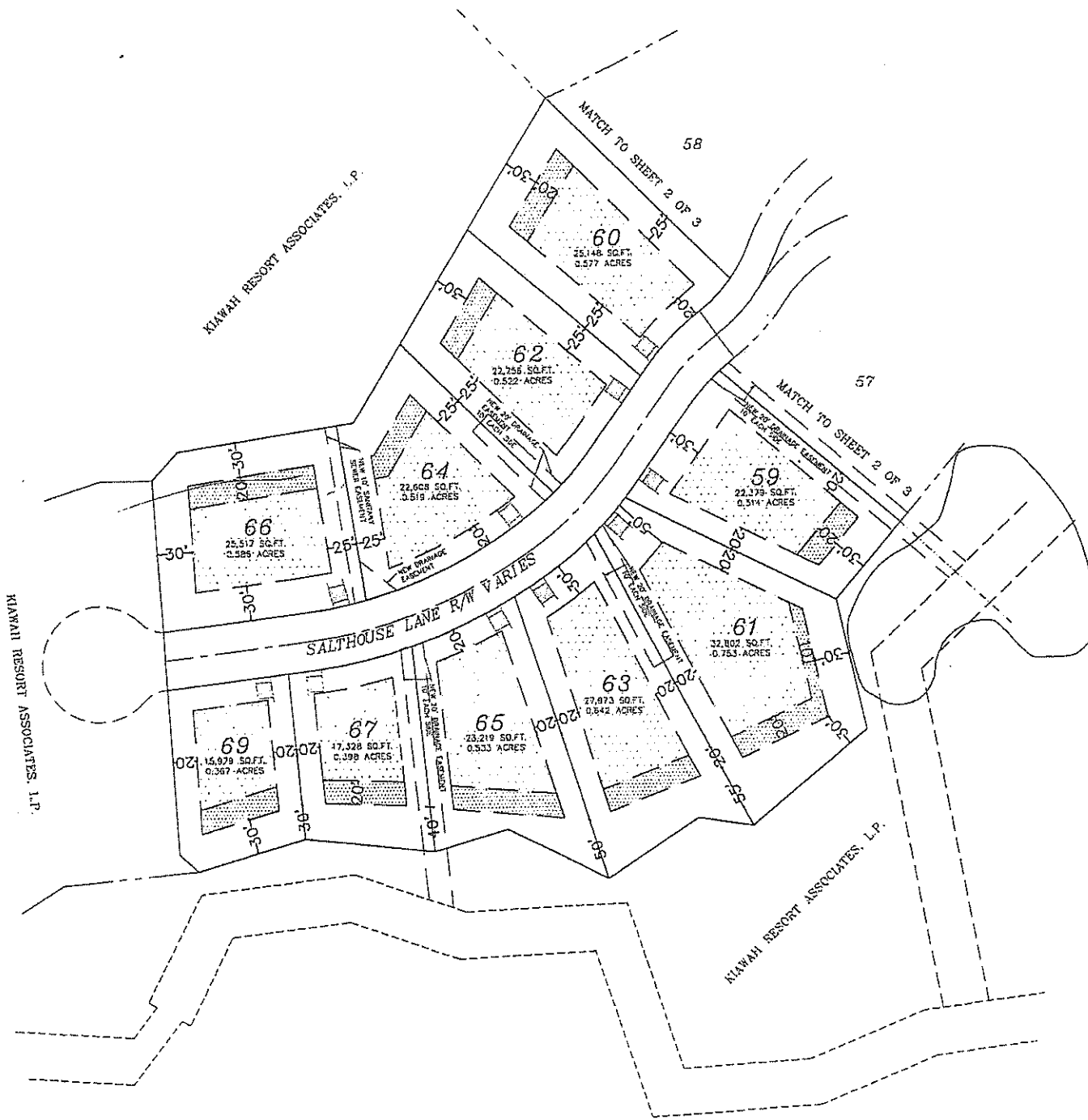
MOON TIDE LANE



- WETLANDS AREA
- PRESERVATION ZONE
 - * This area will remain natural, undisturbed and free from any development, including driveways and fill, unless specifically approved by the L&ES.
 - * Lots 320, 322, 324, 326, 328, and 330 will have a 20' wide driveway setback that will penetrate the Preservation Zone.
- SEPARATING CLEARANCE ZONE
 - * This zone is generally between the designated setback lines and either the property line or the lot or the DHEC/OCRM Critical Line.
 - * All vegetation in this zone shall be preserved with the following exceptions:
 - * Removal or alteration of vegetation between the home and utility easement and the critical line shall be accomplished only after an site A/B approval.
- STORM WATER FILTER BUFFER
 - * Subject to the Declaration of Restrictive Covenants for storm water protection.

Date: 11-1-2000
 Project: Moon Tide Lane 2-01006

SALTHOUSE LANE



- Bulldable Area
- Limited Bulldable Area
- 15' Driveway Location
To Be Scaled Off Drawing

Scale : 1" = 100'
Revised: March 9, 1999



TAB 3

TOWN COUNCIL

Agenda Item

Town of Kiawah Island
Comprehensive Plan Amendment Request and
Zoning Map Amendment Request
ACP25-000001 & REZ25-000001 Case History

Planning Commission Meeting: June 4, 2025
Public Hearing and First Reading: July 1 2025
Second Reading:

CASE INFORMATION

Applicant: Town of Kiawah Island

Subject Properties: Several properties located within or near the Ocean Park Neighborhood. (Identified below)

Property Owners: Subject properties are owned by multiple property owners. (identified below)

Application:

Case #ACP25-000001 | The applicant is requesting to amend the Town of Kiawah Island Comprehensive Plan IX.2, Future Land Use Map, to change the future land use designation for the subject properties located within or near Ocean Park neighborhood from Medium Density Residential to Low Density Residential, Civic and Institutional or Active Recreation, Residential and Open Space.

Case #REZ25-000001 | The applicant is requesting to amend the Town of Kiawah Island Zoning Map to change the zoning classification for the subject properties located within or near Ocean Park neighborhood from R-2, Residential to R-1, Residential, Parks and Recreation or Community Support.

The applicant is requesting to rezone the subject properties from R-2 Residential Zoning District to R-1 Residential Zoning District for all platted single family residential homesites in order to more accurately represent existing and anticipated home construction of the current land use pattern. Properties which are not single family residential homesites are being recommended to be rezone to most compatible zoning district or retain current zoning designation. Please see maps attached.

Background:

Beginning in 1994, with the original Development Agreement and continues with subsequent renewals in 2005 and 2013, Ocean Park (formerly known as Cougar Island) was designated as R-2 with a density limit of 1.5 DU/ac (360 Dus) and dwelling unit types allowing for single family detached, including patio homes and zero lot line types. Since initiation of development in 2013, 198 homesites have been platted of which five are non-buildable member lots. To date, approximately 134 homes have been completed or are under construction with another 20 homes in ARB design review.

Upon the expiration of the 2013 ARDA on December 4, 2023 all development standards reverted to the existing Town of Kiawah Island Zoning Ordinance Chapter 12, Article II, Division2, Section 12-66 for R-2 residential district. The standards are the same as the 2013 ARDA except for the minimum side yard for lot sizes 8,000 sf - 11,999 sf category which changed from 10' minimum side setback to 15' minimum side setback. This impacts some of the smaller lots within Front Nine Lane and the Marsh Walk area that flank the Marsh House, approximately 57 homes (50 existing/7 future) that were platted anticipating 10' side yards.

The Ocean Park Homeowners Association sent a letter dated April 22, 2025 to Mayor Bradley Belt and Joanne Hennessey, Chair of the Planning Commission requesting the Town of Kiawah Island initiate a Map

amendment to change from R-2 to R-1 zoning classification within Ocean Park for the 198 homesites to more closely align with the existing /future single family residential development pattern. Their request does not include the KIGR holdings within Ocean Park or Kiawah Island Utility tract.

Future Land Use Categories:

Medium Density Residential

This category promotes medium density single family residential development, allowing up to six dwelling units per acre. It accommodates patio homes and zero lot line homes, unlike the Low Density Residential district. Examples include Inlet Cove and Night Heron Cottages.

Low Density Residential

This category is intended to promote lower density single family residential areas, with a maximum of three dwelling units per acre. Infill and redevelopment should respect the surrounding character and adhere to the density requirements.

Active Recreation and Open Space

This category provides and is intended to promote the development of community parks and recreational facilities including parks, golf courses, and tennis courts. This category also provides for lands that are intended to remain in their natural state; this includes land that have been protected through conservation easements or that are publicly or privately owned. Some examples include the Tennis Center, Night Heron Park, and the Property Owners Beach and Recreation Center.

Active Recreation, Residential and Open Space

This category provides and is intended to promote the development of recreational facilities, including golf courses, with limited Residential in varied format, including single family detached/attached, duplexes and multifamily within a natural setting.

Zoning Classification:

The purpose of the R-2 zoning district is to promote stable residential neighborhoods consisting of medium density residences surrounded by parks, golf courses and open spaces. The district is intended for a variety of dwelling unit types.

The purpose of the R-1 zoning district is to promote stable residential neighborhoods consisting of low density, detached, single-family dwellings and surrounding parks, golf courses, and open spaces. Activities and endeavors which might serve to mitigate against this purpose shall be prohibited or strictly regulated.

The purpose of the CS, Community Support District is to provide for supporting community facilities and services including, but not limited to, utilities, street maintenance facilities and other necessary uses that may not otherwise be compatible with uses permitted in other districts in the Town of Kiawah Island.

The purpose of the PR, Parks and Recreation District is to provide community parks and recreation facilities, including parks, open spaces, golf courses and tennis courts. This district provides for both active and passive use of land.

The purpose of the PR-OC, Parks and Recreation - Ocean Course District is to provide community parks and recreation facilities, including parks, open spaces, golf courses, tennis courts and limited residential associated with the golf course operation. This district provides for both active and passive use of land.

The purpose of the KC, Conservation District is to protect and preserve areas which are outside the OCRM critical line or define other sensitive areas, which are unsafe or unsuitable for permanent structures or

developments.

RECOMMENDATION BY THE PLANNING COMMISSION

Comprehensive Plan Amendment: Pursuant to §12-157 (4) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed amendment and adopt a resolution recommending that the Town Council approve, deny or approve with conditions the proposed amendment, based on the approval criteria of subsection (7) of this section. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. A simple majority vote of Planning Commission members present and voting shall be required to approve the amendment. Following an unfavorable finding on the application, the Planning Commission shall notify the applicant and report the reasons for the finding.

Zoning Map Amendment: Pursuant to §12-158 (3) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission’s recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of the Planning Commission members present and voting shall be required to approve the amendment.

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-157 (6) of the *Land Use Planning and Zoning Ordinance* Following receipt of a copy of the proposed comprehensive plan text or land use diagram amendment from the Planning Commission, along with the Planning Commission's report and recommendation, the Town Council shall schedule one or more public hearings in accordance with State Law to decide whether to adopt the amendment. For amendments to the land use diagram, personal and posted notice also shall be given in the manner provided in section 12-156. Any time after the close of the public hearing, Town Council shall act to approve, approve with conditions, or deny the proposed comprehensive plan amendment, based on the approval criteria of subsection (7) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment.

Pursuant to §12-158 (5) of the *Land Use Planning and Zoning Ordinance* “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.”

APPROVAL CRITERIA

Pursuant to §12-157 (7) of the *Land Use Planning and Zoning Ordinance*, Comprehensive Plan amendments may be approved by the Town Council only if they determine that the proposed amendment is consistent with the overall purpose and intent of the comprehensive plan. Any amendment to the land use diagram and/or other maps shall be consistent with the vision and goals in the text of the comprehensive plan.

Pursuant to §12-158 (6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

A. The proposed amendment is consistent with the purposes and intent of the adopted Town of

Kiawah Island Comprehensive Plan;

- B. The proposed amendment is consistent with the purposes and intent of this article;**
- C. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;**
- D. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.**

Staff Review:

- The proposed zoning and future land use designation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to *“Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.”* and to *“Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.”*
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.
- Specific properties identified which are not single-family residential lots, would be compatible with land use designations of active recreation and open space.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

PLANNING COMMISSION MEETING June 4th, 2025

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

Planning Commission approved unanimously (6-0) staff recommendation with the following amendments:

- **Willet Island TMS# 2651600086**
 - Future Land Use Designation: Active Recreation & Open Space
 - Zoning Designation: PR, Parks & Recreation Zoning District
- **Ocean Course Maintenance TMS# 2651600185**
 - Future Land Use Designation: Low Density Residential
 - Zoning Designation: R-1, Residential District Zoning District
- **Ocean Park HOA TMS#2651600165**
 - Future Land Use Designation: Conservation
 - Zoning District: Conservation
- **Ocean Park Parklands TMS# 207000015**
 - Deferred action

Please see ordinance exhibits which reflect subject parcels Planning Commission recommendations.

TOWN COUNCIL MEETING JULY 1, 2025

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

TOWN OF KIAWAH ISLAND

ORDINANCE 2025- 12

TO AMEND THE TOWN OF KIAWAH ISLAND COMPREHENSIVE PLAN – LAND USE ELEMENT FUTURE LAND USE CATEGORIES AND – COMPREHENSIVE PLAN MAP IX.2, FUTURE LAND USE; TO CHANGE THE FUTURE LAND USE DESIGNATION FOR THE SUBJECT PARCELS WITHIN OR NEAR THE OCEAN PARK NEIGHBORHOOD

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to change the Future Land Use category of for the subject properties located within or near the Ocean Park Neighborhood; and

WHEREAS, the amendment would allow for the consistent development of properties of existing and future development, including, as appropriate, the integration of residential uses, recreation and open space uses, and civic and institutional uses; and

WHEREAS, this Comprehensive Plan Map amendment is compatible with surrounding land uses and is not detrimental to the public health, safety, and welfare; and

WHEREAS, the Planning Commission held a meeting on June 4, 2025, at which time a presentation was made by staff and the applicant, and an opportunity was given for the public to comment on the amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted at that meeting to recommend to the Town Council that the subject request be approved; and

WHEREAS, a properly noticed Public Hearing was held on July 1, 2025, providing the public an opportunity to comment on the proposed amendment; and

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

SECTION 1 Purpose

This Ordinance is adopted to amend the Town of Kiawah Island Comprehensive Plan Future Land Use Element, Future Land Use categories, and Comprehensive Plan Map IX.2, Future Land Use;

- (a) To change the Future Land Use designation from “Medium Density Residential” to “Low Density Residential” for the subject properties (TMS# 265-16-00-001, 265-16-00-002, 265-16-00-003, 265-16-00-004, 265-16-00-005, 265-16-00-006, 265-16-00-007, 265-16-00-008, 265-16-00-009, 265-16-00-010, 265-16-00-011, 265-16-00-012, 265-16-00-017, 265-16-00-018, 265-16-00-019, 265-16-00-020, 265-16-00-021, 265-16-00-022, 265-16-00-024, 265-16-00-025, 265-16-00-027, 265-16-00-030, 265-16-00-032, 265-16-00-033, 265-16-00-034, 265-16-00-035, 265-16-00-

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- (b) To change the Future Land Use designation from “Medium Density Residential” to “Active Recreation & Open Space” for the subject properties (TMS# 265-16-00-013, 265-16-00-028, 265-16-00-073, 265-16-00-086, 265-16-00-148, 265-16-00-227, 265-16-00-240); and
- (c) To change the Future Land Use designation from “Medium Density Residential” to “Active Recreation, Residential & Open Space” for the subject property (TMS# 265-16-00-186); and
- (d) To change the Future Land Use designation from “Medium Density Residential” to “Civic and Institutional” for the subject property (TMS# 207-00-00-030); and
- (e) To change the Future Land Use designation from “Medium Density Residential” to “Conservation” for the subject property (TMS# 265-16-00-165); and

- (f) To change the Future Land Use designation from “Low Density Residential” to “Active Recreation & Open Space” for the subject property (TMS# 207-00-00-020).

SECTION 2 Ordinance

- (a) The Town hereby adopts the future land use designations for the subject properties listed and attached hereto and incorporated herein by reference as “**Exhibit A**”.
- (b) That the Town of Kiawah Island Comprehensive Plan Map IX.2 Future Land Use, be, and the same hereby amended as follows in “**Exhibit B**.”

SECTION 3 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

SECTION 4 Effective Date and Duration

This Ordinance shall be effective upon second reading approval.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5TH DAY OF AUGUST 2025.

Bradley D. Belt, Mayor

Petra Reynolds, Town Clerk

First Reading: July 1, 2025

Public Hearing: July 1, 2025

Second Reading: August 5, 2025

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2070000020	Low Density Residential	Active Recreation & Open Space	PR	No change
2070000030	Medium Density Residential	Civic and Institutional	R-2	Community Support
2651600001	Medium Density Residential	Low Density Residential	R-2	R-1
2651600002	Medium Density Residential	Low Density Residential	R-2	R-1
2651600003	Medium Density Residential	Low Density Residential	R-2	R-1
2651600004	Medium Density Residential	Low Density Residential	R-2	R-1
2651600005	Medium Density Residential	Low Density Residential	R-2	R-1
2651600006	Medium Density Residential	Low Density Residential	R-2	R-1
2651600007	Medium Density Residential	Low Density Residential	R-2	R-1
2651600008	Medium Density Residential	Low Density Residential	R-2	R-1
2651600009	Medium Density Residential	Low Density Residential	R-2	R-1
2651600010	Medium Density Residential	Low Density Residential	R-2	R-1
2651600011	Medium Density Residential	Low Density Residential	R-2	R-1
2651600012	Medium Density Residential	Low Density Residential	R-2	R-1
2651600013	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600017	Medium Density Residential	Low Density Residential	R-2	R-1
2651600018	Medium Density Residential	Low Density Residential	R-2	R-1
2651600019	Medium Density Residential	Low Density Residential	R-2	R-1
2651600020	Medium Density Residential	Low Density Residential	R-2	R-1
2651600021	Medium Density Residential	Low Density Residential	R-2	R-1
2651600022	Medium Density Residential	Low Density Residential	R-2	R-1
2651600024	Medium Density Residential	Low Density Residential	R-2	R-1
2651600025	Medium Density Residential	Low Density Residential	R-2	R-1
2651600027	Medium Density Residential	Low Density Residential	R-2	R-1
2651600028	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600030	Medium Density Residential	Low Density Residential	R-2	R-1
2651600032	Medium Density Residential	Low Density Residential	R-2	R-1
2651600033	Medium Density Residential	Low Density Residential	R-2	R-1
2651600034	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600035	Medium Density Residential	Low Density Residential	R-2	R-1
2651600036	Medium Density Residential	Low Density Residential	R-2	R-1
2651600041	Medium Density Residential	Low Density Residential	R-2	R-1
2651600042	Medium Density Residential	Low Density Residential	R-2	R-1
2651600043	Medium Density Residential	Low Density Residential	R-2	R-1
2651600044	Medium Density Residential	Low Density Residential	R-2	R-1
2651600045	Medium Density Residential	Low Density Residential	R-2	R-1
2651600046	Medium Density Residential	Low Density Residential	R-2	R-1
2651600047	Medium Density Residential	Low Density Residential	R-2	R-1
2651600048	Medium Density Residential	Low Density Residential	R-2	R-1
2651600049	Medium Density Residential	Low Density Residential	R-2	R-1
2651600050	Medium Density Residential	Low Density Residential	R-2	R-1
2651600051	Medium Density Residential	Low Density Residential	R-2	R-1
2651600052	Medium Density Residential	Low Density Residential	R-2	R-1
2651600053	Medium Density Residential	Low Density Residential	R-2	R-1
2651600054	Medium Density Residential	Low Density Residential	R-2	R-1
2651600055	Medium Density Residential	Low Density Residential	R-2	R-1
2651600056	Medium Density Residential	Low Density Residential	R-2	R-1
2651600057	Medium Density Residential	Low Density Residential	R-2	R-1
2651600058	Medium Density Residential	Low Density Residential	R-2	R-1
2651600059	Medium Density Residential	Low Density Residential	R-2	R-1
2651600060	Medium Density Residential	Low Density Residential	R-2	R-1
2651600061	Medium Density Residential	Low Density Residential	R-2	R-1
2651600062	Medium Density Residential	Low Density Residential	R-2	R-1
2651600064	Medium Density Residential	Low Density Residential	R-2	R-1
2651600065	Medium Density Residential	Low Density Residential	R-2	R-1
2651600066	Medium Density Residential	Low Density Residential	R-2	R-1
2651600067	Medium Density Residential	Low Density Residential	R-2	R-1
2651600068	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600069	Medium Density Residential	Low Density Residential	R-2	R-1
2651600070	Medium Density Residential	Low Density Residential	R-2	R-1
2651600071	Medium Density Residential	Low Density Residential	R-2	R-1
2651600072	Medium Density Residential	Low Density Residential	R-2	R-1
2651600073	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600077	Medium Density Residential	Low Density Residential	R-2	R-1
2651600078	Medium Density Residential	Low Density Residential	R-2	R-1
2651600079	Medium Density Residential	Low Density Residential	R-2	R-1
2651600080	Medium Density Residential	Low Density Residential	R-2	R-1
2651600081	Medium Density Residential	Low Density Residential	R-2	R-1
2651600082	Medium Density Residential	Low Density Residential	R-2	R-1
2651600083	Medium Density Residential	Low Density Residential	R-2	R-1
2651600084	Medium Density Residential	Low Density Residential	R-2	R-1
2651600085	Medium Density Residential	Low Density Residential	R-2	R-1
2651600086	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600088	Medium Density Residential	Low Density Residential	R-2	R-1
2651600089	Medium Density Residential	Low Density Residential	R-2	R-1
2651600090	Medium Density Residential	Low Density Residential	R-2	R-1
2651600091	Medium Density Residential	Low Density Residential	R-2	R-1
2651600092	Medium Density Residential	Low Density Residential	R-2	R-1
2651600093	Medium Density Residential	Low Density Residential	R-2	R-1
2651600094	Medium Density Residential	Low Density Residential	R-2	R-1
2651600095	Medium Density Residential	Low Density Residential	R-2	R-1
2651600096	Medium Density Residential	Low Density Residential	R-2	R-1
2651600097	Medium Density Residential	Low Density Residential	R-2	R-1
2651600098	Medium Density Residential	Low Density Residential	R-2	R-1
2651600099	Medium Density Residential	Low Density Residential	R-2	R-1
2651600100	Medium Density Residential	Low Density Residential	R-2	R-1
2651600101	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600102	Medium Density Residential	Low Density Residential	R-2	R-1
2651600103	Medium Density Residential	Low Density Residential	R-2	R-1
2651600104	Medium Density Residential	Low Density Residential	R-2	R-1
2651600105	Medium Density Residential	Low Density Residential	R-2	R-1
2651600106	Medium Density Residential	Low Density Residential	R-2	R-1
2651600107	Medium Density Residential	Low Density Residential	R-2	R-1
2651600108	Medium Density Residential	Low Density Residential	R-2	R-1
2651600109	Medium Density Residential	Low Density Residential	R-2	R-1
2651600110	Medium Density Residential	Low Density Residential	R-2	R-1
2651600111	Medium Density Residential	Low Density Residential	R-2	R-1
2651600112	Medium Density Residential	Low Density Residential	R-2	R-1
2651600113	Medium Density Residential	Low Density Residential	R-2	R-1
2651600114	Medium Density Residential	Low Density Residential	R-2	R-1
2651600115	Medium Density Residential	Low Density Residential	R-2	R-1
2651600122	Medium Density Residential	Low Density Residential	R-2	R-1
2651600123	Medium Density Residential	Low Density Residential	R-2	R-1
2651600124	Medium Density Residential	Low Density Residential	R-2	R-1
2651600125	Medium Density Residential	Low Density Residential	R-2	R-1
2651600126	Medium Density Residential	Low Density Residential	R-2	R-1
2651600127	Medium Density Residential	Low Density Residential	R-2	R-1
2651600128	Medium Density Residential	Low Density Residential	R-2	R-1
2651600129	Medium Density Residential	Low Density Residential	R-2	R-1
2651600130	Medium Density Residential	Low Density Residential	R-2	R-1
2651600131	Medium Density Residential	Low Density Residential	R-2	R-1
2651600132	Medium Density Residential	Low Density Residential	R-2	R-1
2651600136	Medium Density Residential	Low Density Residential	R-2	R-1
2651600137	Medium Density Residential	Low Density Residential	R-2	R-1
2651600138	Medium Density Residential	Low Density Residential	R-2	R-1
2651600139	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600140	Medium Density Residential	Low Density Residential	R-2	R-1
2651600141	Medium Density Residential	Low Density Residential	R-2	R-1
2651600142	Medium Density Residential	Low Density Residential	R-2	R-1
2651600143	Medium Density Residential	Low Density Residential	R-2	R-1
2651600144	Medium Density Residential	Low Density Residential	R-2	R-1
2651600145	Medium Density Residential	Low Density Residential	R-2	R-1
2651600146	Medium Density Residential	Low Density Residential	R-2	R-1
2651600147	Medium Density Residential	Low Density Residential	R-2	R-1
2651600148	Medium Density Residential	Active Recreation & Open Space	R-2	Parks and Recreation
2651600149	Medium Density Residential	Low Density Residential	R-2	R-1
2651600150	Medium Density Residential	Low Density Residential	R-2	R-1
2651600151	Medium Density Residential	Low Density Residential	R-2	R-1
2651600152	Medium Density Residential	Low Density Residential	R-2	R-1
2651600153	Medium Density Residential	Low Density Residential	R-2	R-1
2651600154	Medium Density Residential	Low Density Residential	R-2	R-1
2651600155	Medium Density Residential	Low Density Residential	R-2	R-1
2651600156	Medium Density Residential	Low Density Residential	R-2	R-1
2651600157	Medium Density Residential	Low Density Residential	R-2	R-1
2651600158	Medium Density Residential	Low Density Residential	R-2	R-1
2651600161	Medium Density Residential	Low Density Residential	R-2	R-1
2651600163	Medium Density Residential	Low Density Residential	R-2	R-1
2651600165	Medium Density Residential	Conservation	R-2	Conservation
2651600166	Medium Density Residential	Low Density Residential	R-2	R-1
2651600167	Medium Density Residential	Low Density Residential	R-2	R-1
2651600169	Medium Density Residential	Low Density Residential	R-2	R-1
2651600170	Medium Density Residential	Low Density Residential	R-2	R-1
2651600171	Medium Density Residential	Low Density Residential	R-2	R-1
2651600172	Medium Density Residential	Low Density Residential	R-2	R-1
2651600173	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600174	Medium Density Residential	Low Density Residential	R-2	R-1
2651600175	Medium Density Residential	Low Density Residential	R-2	R-1
2651600176	Medium Density Residential	Low Density Residential	R-2	R-1
2651600177	Medium Density Residential	Low Density Residential	R-2	R-1
2651600178	Medium Density Residential	Low Density Residential	R-2	R-1
2651600179	Medium Density Residential	Low Density Residential	R-2	R-1
2651600181	Medium Density Residential	Low Density Residential	R-2	R-1
2651600182	Medium Density Residential	Low Density Residential	R-2	R-1
2651600183	Medium Density Residential	Low Density Residential	R-2	R-1
2651600185	Low Density Residential	No Change	R-2	R-1
2651600186	Medium Density Residential	Active Recreation, Residential & Open Space	PR	PR-OC
2651600189	Medium Density Residential	Low Density Residential	R-2	R-1
2651600190	Medium Density Residential	Low Density Residential	R-2	R-1
2651600191	Medium Density Residential	Low Density Residential	R-2	R-1
2651600192	Medium Density Residential	Low Density Residential	R-2	R-1
2651600193	Medium Density Residential	Low Density Residential	R-2	R-1
2651600194	Medium Density Residential	Low Density Residential	R-2	R-1
2651600195	Medium Density Residential	Low Density Residential	R-2	R-1
2651600196	Medium Density Residential	Low Density Residential	R-2	R-1
2651600197	Medium Density Residential	Low Density Residential	R-2	R-1
2651600198	Medium Density Residential	Low Density Residential	R-2	R-1
2651600199	Medium Density Residential	Low Density Residential	R-2	R-1
2651600200	Medium Density Residential	Low Density Residential	R-2	R-1
2651600201	Medium Density Residential	Low Density Residential	R-2	R-1
2651600202	Medium Density Residential	Low Density Residential	R-2	R-1
2651600203	Medium Density Residential	Low Density Residential	R-2	R-1
2651600204	Medium Density Residential	Low Density Residential	R-2	R-1
2651600205	Medium Density Residential	Low Density Residential	R-2	R-1
2651600206	Medium Density Residential	Low Density Residential	R-2	R-1

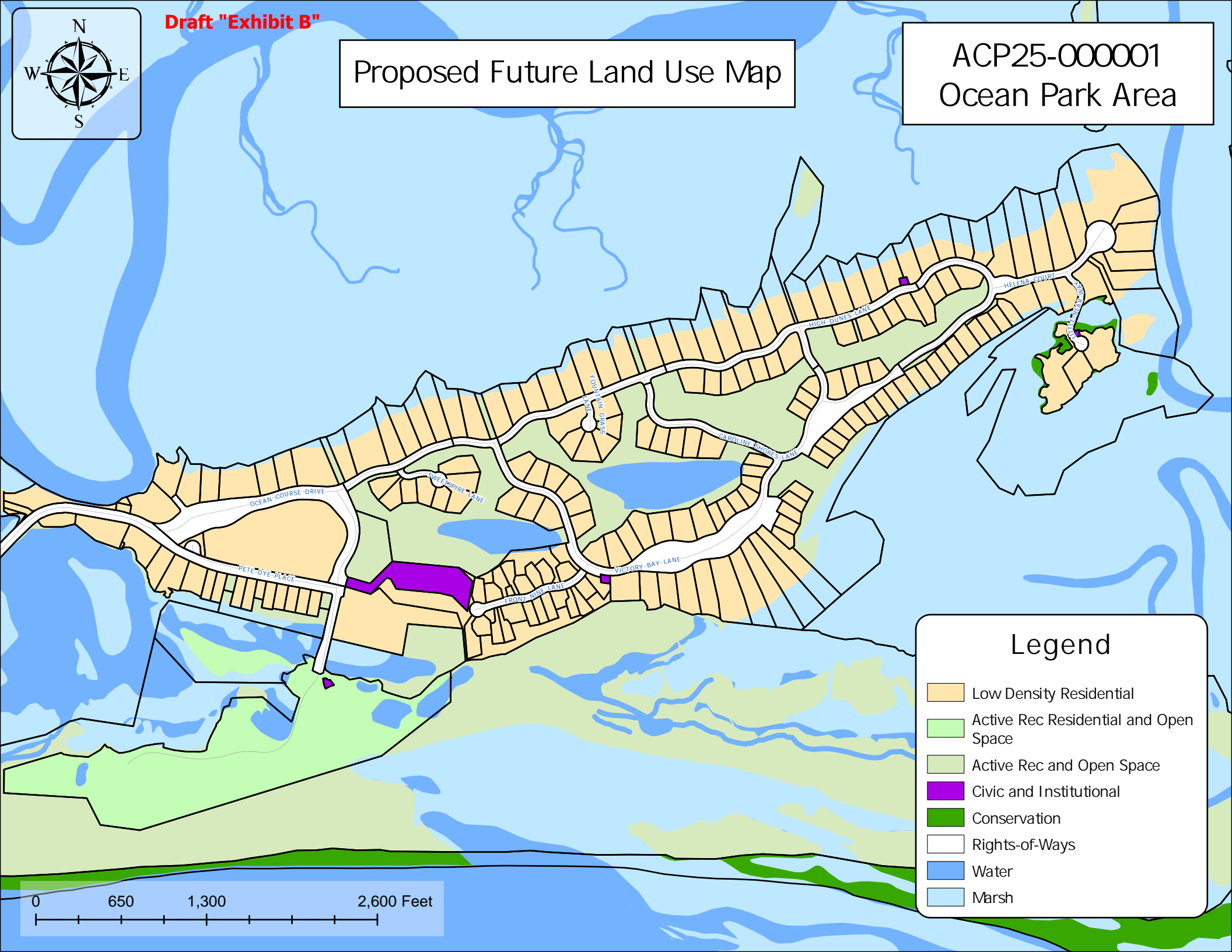
Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600207	Medium Density Residential	Low Density Residential	R-2	R-1
2651600208	Medium Density Residential	Low Density Residential	R-2	R-1
2651600209	Medium Density Residential	Low Density Residential	R-2	R-1
2651600210	Medium Density Residential	Low Density Residential	R-2	R-1
2651600211	Medium Density Residential	Low Density Residential	R-2	R-1
2651600212	Medium Density Residential	Low Density Residential	R-2	PR
2651600213	Medium Density Residential	Low Density Residential	R-2	R-1
2651600214	Medium Density Residential	Low Density Residential	R-2	R-1
2651600215	Medium Density Residential	Low Density Residential	R-2	R-1
2651600216	Medium Density Residential	Low Density Residential	R-2	R-1
2651600217	Medium Density Residential	Low Density Residential	R-2	R-1
2651600218	Medium Density Residential	Low Density Residential	R-2	R-1
2651600219	Medium Density Residential	Low Density Residential	R-2	R-1
2651600220	Medium Density Residential	Low Density Residential	R-2	R-1
2651600221	Medium Density Residential	Low Density Residential	R-2	R-1
2651600222	Medium Density Residential	Low Density Residential	R-2	R-1
2651600223	Medium Density Residential	Low Density Residential	R-2	R-1
2651600224	Medium Density Residential	Low Density Residential	R-2	R-1
2651600225	Medium Density Residential	Low Density Residential	R-2	R-1
2651600226	Medium Density Residential	Low Density Residential	R-2	R-1
2651600227	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600228	Medium Density Residential	Low Density Residential	R-2	R-1
2651600229	Medium Density Residential	Low Density Residential	R-2	PR
2651600230	Medium Density Residential	Low Density Residential	R-2	R-1
2651600231	Medium Density Residential	Low Density Residential	R-2	R-1
2651600232	Medium Density Residential	Low Density Residential	R-2	R-1
2651600233	Medium Density Residential	Low Density Residential	R-2	R-1
2651600234	Medium Density Residential	Low Density Residential	R-2	R-1
2651600235	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600236	Medium Density Residential	Low Density Residential	R-2	R-1
2651600237	Medium Density Residential	Low Density Residential	R-2	R-1
2651600238	Medium Density Residential	Low Density Residential	R-2	R-1
2651600239	Medium Density Residential	Low Density Residential	R-2	R-1
2651600240	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600241	Medium Density Residential	Low Density Residential	R-2	R-1
2651600242	Medium Density Residential	Low Density Residential	R-2	R-1
2651600243	Medium Density Residential	Low Density Residential	R-2	R-1
2651600244	Medium Density Residential	Low Density Residential	R-2	R-1
2651600245	Medium Density Residential	Low Density Residential	R-2	R-1
2651600246	Medium Density Residential	Low Density Residential	R-2	R-1
2651600247	Medium Density Residential	Low Density Residential	R-2	R-1
2651600248	Medium Density Residential	Low Density Residential	R-2	R-1
2651600249	Medium Density Residential	Low Density Residential	R-2	R-1
2651600250	Medium Density Residential	Low Density Residential	R-2	R-1
2651600251	Medium Density Residential	Low Density Residential	R-2	R-1



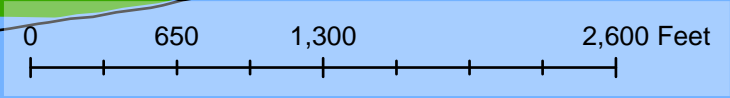
Proposed Future Land Use Map

ACP25-000001
Ocean Park Area



Legend

- Low Density Residential
- Active Rec Residential and Open Space
- Active Rec and Open Space
- Civic and Institutional
- Conservation
- Rights-of-Ways
- Water
- Marsh





TAB 4

TOWN COUNCIL

Agenda Item

Town of Kiawah Island
Comprehensive Plan Amendment Request and
Zoning Map Amendment Request
ACP25-000001 & REZ25-000001 Case History

Planning Commission Meeting: June 4, 2025
Public Hearing and First Reading: July 1 2025
Second Reading:

CASE INFORMATION

Applicant: Town of Kiawah Island

Subject Properties: Several properties located within or near the Ocean Park Neighborhood. (Identified below)

Property Owners: Subject properties are owned by multiple property owners. (identified below)

Application:

Case #ACP25-000001 | The applicant is requesting to amend the Town of Kiawah Island Comprehensive Plan IX.2, Future Land Use Map, to change the future land use designation for the subject properties located within or near Ocean Park neighborhood from Medium Density Residential to Low Density Residential, Civic and Institutional or Active Recreation, Residential and Open Space.

Case #REZ25-000001 | The applicant is requesting to amend the Town of Kiawah Island Zoning Map to change the zoning classification for the subject properties located within or near Ocean Park neighborhood from R-2, Residential to R-1, Residential, Parks and Recreation or Community Support.

The applicant is requesting to rezone the subject properties from R-2 Residential Zoning District to R-1 Residential Zoning District for all platted single family residential homesites in order to more accurately represent existing and anticipated home construction of the current land use pattern. Properties which are not single family residential homesites are being recommended to be rezone to most compatible zoning district or retain current zoning designation. Please see maps attached.

Background:

Beginning in 1994, with the original Development Agreement and continues with subsequent renewals in 2005 and 2013, Ocean Park (formerly known as Cougar Island) was designated as R-2 with a density limit of 1.5 DU/ac (360 Dus) and dwelling unit types allowing for single family detached, including patio homes and zero lot line types. Since initiation of development in 2013, 198 homesites have been platted of which five are non-buildable member lots. To date, approximately 134 homes have been completed or are under construction with another 20 homes in ARB design review.

Upon the expiration of the 2013 ARDA on December 4, 2023 all development standards reverted to the existing Town of Kiawah Island Zoning Ordinance Chapter 12, Article II, Division2, Section 12-66 for R-2 residential district. The standards are the same as the 2013 ARDA except for the minimum side yard for lot sizes 8,000 sf - 11,999 sf category which changed from 10' minimum side setback to 15' minimum side setback. This impacts some of the smaller lots within Front Nine Lane and the Marsh Walk area that flank the Marsh House, approximately 57 homes (50 existing/7 future) that were platted anticipating 10' side yards.

The Ocean Park Homeowners Association sent a letter dated April 22, 2025 to Mayor Bradley Belt and Joanne Hennessey, Chair of the Planning Commission requesting the Town of Kiawah Island initiate a Map

amendment to change from R-2 to R-1 zoning classification within Ocean Park for the 198 homesites to more closely align with the existing /future single family residential development pattern. Their request does not include the KIGR holdings within Ocean Park or Kiawah Island Utility tract.

Future Land Use Categories:

Medium Density Residential

This category promotes medium density single family residential development, allowing up to six dwelling units per acre. It accommodates patio homes and zero lot line homes, unlike the Low Density Residential district. Examples include Inlet Cove and Night Heron Cottages.

Low Density Residential

This category is intended to promote lower density single family residential areas, with a maximum of three dwelling units per acre. Infill and redevelopment should respect the surrounding character and adhere to the density requirements.

Active Recreation and Open Space

This category provides and is intended to promote the development of community parks and recreational facilities including parks, golf courses, and tennis courts. This category also provides for lands that are intended to remain in their natural state; this includes land that have been protected through conservation easements or that are publicly or privately owned. Some examples include the Tennis Center, Night Heron Park, and the Property Owners Beach and Recreation Center.

Active Recreation, Residential and Open Space

This category provides and is intended to promote the development of recreational facilities, including golf courses, with limited Residential in varied format, including single family detached/attached, duplexes and multifamily within a natural setting.

Zoning Classification:

The purpose of the R-2 zoning district is to promote stable residential neighborhoods consisting of medium density residences surrounded by parks, golf courses and open spaces. The district is intended for a variety of dwelling unit types.

The purpose of the R-1 zoning district is to promote stable residential neighborhoods consisting of low density, detached, single-family dwellings and surrounding parks, golf courses, and open spaces. Activities and endeavors which might serve to mitigate against this purpose shall be prohibited or strictly regulated.

The purpose of the CS, Community Support District is to provide for supporting community facilities and services including, but not limited to, utilities, street maintenance facilities and other necessary uses that may not otherwise be compatible with uses permitted in other districts in the Town of Kiawah Island.

The purpose of the PR, Parks and Recreation District is to provide community parks and recreation facilities, including parks, open spaces, golf courses and tennis courts. This district provides for both active and passive use of land.

The purpose of the PR-OC, Parks and Recreation - Ocean Course District is to provide community parks and recreation facilities, including parks, open spaces, golf courses, tennis courts and limited residential associated with the golf course operation. This district provides for both active and passive use of land.

The purpose of the KC, Conservation District is to protect and preserve areas which are outside the OCRM critical line or define other sensitive areas, which are unsafe or unsuitable for permanent structures or

developments.

RECOMMENDATION BY THE PLANNING COMMISSION

Comprehensive Plan Amendment: Pursuant to §12-157 (4) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed amendment and adopt a resolution recommending that the Town Council approve, deny or approve with conditions the proposed amendment, based on the approval criteria of subsection (7) of this section. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. A simple majority vote of Planning Commission members present and voting shall be required to approve the amendment. Following an unfavorable finding on the application, the Planning Commission shall notify the applicant and report the reasons for the finding.

Zoning Map Amendment: Pursuant to §12-158 (3) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission’s recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of the Planning Commission members present and voting shall be required to approve the amendment.

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-157 (6) of the *Land Use Planning and Zoning Ordinance* Following receipt of a copy of the proposed comprehensive plan text or land use diagram amendment from the Planning Commission, along with the Planning Commission's report and recommendation, the Town Council shall schedule one or more public hearings in accordance with State Law to decide whether to adopt the amendment. For amendments to the land use diagram, personal and posted notice also shall be given in the manner provided in section 12-156. Any time after the close of the public hearing, Town Council shall act to approve, approve with conditions, or deny the proposed comprehensive plan amendment, based on the approval criteria of subsection (7) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment.

Pursuant to §12-158 (5) of the *Land Use Planning and Zoning Ordinance* “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.”

APPROVAL CRITERIA

Pursuant to §12-157 (7) of the *Land Use Planning and Zoning Ordinance*, Comprehensive Plan amendments may be approved by the Town Council only if they determine that the proposed amendment is consistent with the overall purpose and intent of the comprehensive plan. Any amendment to the land use diagram and/or other maps shall be consistent with the vision and goals in the text of the comprehensive plan.

Pursuant to §12-158 (6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

A. The proposed amendment is consistent with the purposes and intent of the adopted Town of

Kiawah Island Comprehensive Plan;

- B. The proposed amendment is consistent with the purposes and intent of this article;**
- C. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;**
- D. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.**

Staff Review:

- The proposed zoning and future land use designation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to *“Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.”* and to *“Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.”*
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.
- Specific properties identified which are not single-family residential lots, would be compatible with land use designations of active recreation and open space.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

PLANNING COMMISSION MEETING June 4th, 2025

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

Planning Commission approved unanimously (6-0) staff recommendation with the following amendments:

- **Willet Island TMS# 2651600086**
 - Future Land Use Designation: Active Recreation & Open Space
 - Zoning Designation: PR, Parks & Recreation Zoning District
- **Ocean Course Maintenance TMS# 2651600185**
 - Future Land Use Designation: Low Density Residential
 - Zoning Designation: R-1, Residential District Zoning District
- **Ocean Park HOA TMS#2651600165**
 - Future Land Use Designation: Conservation
 - Zoning District: Conservation
- **Ocean Park Parklands TMS# 207000015**
 - Deferred action

Please see ordinance exhibits which reflect subject parcels Planning Commission recommendations.

TOWN COUNCIL MEETING JULY 1, 2025

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-13

**AN ORDINANCE TO AMEND CHAPTER 12 - LAND USE PLANNING AND ZONING,
ARTICLE II. - ZONING, DIVISION 2. - ZONING MAP/DISTRICTS, SECTION 12-62. - ZONING
MAP BY REZONING THE SUBJECT PARCELS LOCATED WITHIN OR ADJACENT TO THE
OCEAN PARK NEIGHBORHOOD.**

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to rezone the subject properties located within or near the Ocean Park Neighborhood; and by amending the zoning map with its permitted uses by right and by condition; and

WHEREAS, the zoning map amendment would be compatible with surrounding land uses and would not be detrimental to the public health, safety, and welfare; and

WHEREAS, the Planning Commission held a meeting on June 4, 2025, at which time a presentation was made by staff and the applicant, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted at that meeting to recommend to the Town Council that the subject request be approved; and

WHEREAS, the Town Council held a Public Hearing on July 1, 2025, providing the public an opportunity to comment on the proposed amendments; and

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

SECTION 1 Purpose

This Ordinance is adopted to amend the Town of Kiawah Island Zoning Map;

- (a) To change the zoning designation from “R-2, Residential” to “R-1, Residential” for the subject properties (TMS# 265-16-00-001, 265-16-00-002, 265-16-00-003, 265-16-00-004, 265-16-00-005, 265-16-00-006, 265-16-00-007, 265-16-00-008, 265-16-00-009, 265-16-00-010, 265-16-00-011, 265-16-00-012, 265-16-00-017, 265-16-00-018, 265-16-00-019, 265-16-00-020, 265-16-00-021, 265-16-00-022, 265-16-00-024, 265-16-00-025, 265-16-00-027, 265-16-00-030, 265-16-00-032, 265-16-00-033, 265-16-00-034, 265-16-00-035, 265-16-00-036, 265-16-00-041, 265-16-00-042, 265-16-00-043, 265-16-00-044, 265-16-00-045, 265-16-00-046, 265-16-00-047, 265-16-00-048, 265-16-00-049, 265-16-00-050, 265-16-00-051, 265-16-00-

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- (b) To change the zoning designation from “R-2, Residential” to “PR, Parks and Recreation” for the subject properties (TMS# 265-16-00-013, 265-16-00-028, 265-16-00-073, 265-16-00-086, 265-16-00-212, 265-16-00-227, 265-16-00-229, 265-16-00-240); and
- (c) To change the zoning designation from “R-2, Residential” to “PR, Parks and Recreation—Ocean Course” for the subject property (TMS# 265-16-00-186) and
- (d) To change the zoning designation from “R-2, Residential” to “Community Support” for the subject property (TMS# 207-00-00-030); and
- (e) To change the zoning designation from “R-2, Residential” to “Conservation” for the subject property (TMS# 265-16-00-165); and

- (f) To change the zoning designation from “R-2, Residential” to “R-1, Residential” for the subject property (TMS# 265-16-00-185).

SECTION 2 Ordinance

- (a) The Town hereby adopts the zoning designations for the subject properties listed and attached hereto and incorporated herein by reference as “**Exhibit A**”.
- (b) That the Town of Kiawah Island Zoning Map be, and the same hereby amended as follows in “**Exhibit B**.”

SECTION 3 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

SECTION 3 Effective Date and Duration

This Ordinance shall be effective upon second reading approval.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5TH DAY OF AUGUST 2025.

Bradley D. Belt, Mayor

Petra Reynolds, Town Clerk

First Reading: July 1, 2025

Public Hearing: July 1, 2025

Second Reading: August 5, 2025

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2070000020	Low Density Residential	Active Recreation & Open Space	PR	No change
2070000030	Medium Density Residential	Civic and Institutional	R-2	Community Support
2651600001	Medium Density Residential	Low Density Residential	R-2	R-1
2651600002	Medium Density Residential	Low Density Residential	R-2	R-1
2651600003	Medium Density Residential	Low Density Residential	R-2	R-1
2651600004	Medium Density Residential	Low Density Residential	R-2	R-1
2651600005	Medium Density Residential	Low Density Residential	R-2	R-1
2651600006	Medium Density Residential	Low Density Residential	R-2	R-1
2651600007	Medium Density Residential	Low Density Residential	R-2	R-1
2651600008	Medium Density Residential	Low Density Residential	R-2	R-1
2651600009	Medium Density Residential	Low Density Residential	R-2	R-1
2651600010	Medium Density Residential	Low Density Residential	R-2	R-1
2651600011	Medium Density Residential	Low Density Residential	R-2	R-1
2651600012	Medium Density Residential	Low Density Residential	R-2	R-1
2651600013	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600017	Medium Density Residential	Low Density Residential	R-2	R-1
2651600018	Medium Density Residential	Low Density Residential	R-2	R-1
2651600019	Medium Density Residential	Low Density Residential	R-2	R-1
2651600020	Medium Density Residential	Low Density Residential	R-2	R-1
2651600021	Medium Density Residential	Low Density Residential	R-2	R-1
2651600022	Medium Density Residential	Low Density Residential	R-2	R-1
2651600024	Medium Density Residential	Low Density Residential	R-2	R-1
2651600025	Medium Density Residential	Low Density Residential	R-2	R-1
2651600027	Medium Density Residential	Low Density Residential	R-2	R-1
2651600028	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600030	Medium Density Residential	Low Density Residential	R-2	R-1
2651600032	Medium Density Residential	Low Density Residential	R-2	R-1
2651600033	Medium Density Residential	Low Density Residential	R-2	R-1
2651600034	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600035	Medium Density Residential	Low Density Residential	R-2	R-1
2651600036	Medium Density Residential	Low Density Residential	R-2	R-1
2651600041	Medium Density Residential	Low Density Residential	R-2	R-1
2651600042	Medium Density Residential	Low Density Residential	R-2	R-1
2651600043	Medium Density Residential	Low Density Residential	R-2	R-1
2651600044	Medium Density Residential	Low Density Residential	R-2	R-1
2651600045	Medium Density Residential	Low Density Residential	R-2	R-1
2651600046	Medium Density Residential	Low Density Residential	R-2	R-1
2651600047	Medium Density Residential	Low Density Residential	R-2	R-1
2651600048	Medium Density Residential	Low Density Residential	R-2	R-1
2651600049	Medium Density Residential	Low Density Residential	R-2	R-1
2651600050	Medium Density Residential	Low Density Residential	R-2	R-1
2651600051	Medium Density Residential	Low Density Residential	R-2	R-1
2651600052	Medium Density Residential	Low Density Residential	R-2	R-1
2651600053	Medium Density Residential	Low Density Residential	R-2	R-1
2651600054	Medium Density Residential	Low Density Residential	R-2	R-1
2651600055	Medium Density Residential	Low Density Residential	R-2	R-1
2651600056	Medium Density Residential	Low Density Residential	R-2	R-1
2651600057	Medium Density Residential	Low Density Residential	R-2	R-1
2651600058	Medium Density Residential	Low Density Residential	R-2	R-1
2651600059	Medium Density Residential	Low Density Residential	R-2	R-1
2651600060	Medium Density Residential	Low Density Residential	R-2	R-1
2651600061	Medium Density Residential	Low Density Residential	R-2	R-1
2651600062	Medium Density Residential	Low Density Residential	R-2	R-1
2651600064	Medium Density Residential	Low Density Residential	R-2	R-1
2651600065	Medium Density Residential	Low Density Residential	R-2	R-1
2651600066	Medium Density Residential	Low Density Residential	R-2	R-1
2651600067	Medium Density Residential	Low Density Residential	R-2	R-1
2651600068	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600069	Medium Density Residential	Low Density Residential	R-2	R-1
2651600070	Medium Density Residential	Low Density Residential	R-2	R-1
2651600071	Medium Density Residential	Low Density Residential	R-2	R-1
2651600072	Medium Density Residential	Low Density Residential	R-2	R-1
2651600073	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600077	Medium Density Residential	Low Density Residential	R-2	R-1
2651600078	Medium Density Residential	Low Density Residential	R-2	R-1
2651600079	Medium Density Residential	Low Density Residential	R-2	R-1
2651600080	Medium Density Residential	Low Density Residential	R-2	R-1
2651600081	Medium Density Residential	Low Density Residential	R-2	R-1
2651600082	Medium Density Residential	Low Density Residential	R-2	R-1
2651600083	Medium Density Residential	Low Density Residential	R-2	R-1
2651600084	Medium Density Residential	Low Density Residential	R-2	R-1
2651600085	Medium Density Residential	Low Density Residential	R-2	R-1
2651600086	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600088	Medium Density Residential	Low Density Residential	R-2	R-1
2651600089	Medium Density Residential	Low Density Residential	R-2	R-1
2651600090	Medium Density Residential	Low Density Residential	R-2	R-1
2651600091	Medium Density Residential	Low Density Residential	R-2	R-1
2651600092	Medium Density Residential	Low Density Residential	R-2	R-1
2651600093	Medium Density Residential	Low Density Residential	R-2	R-1
2651600094	Medium Density Residential	Low Density Residential	R-2	R-1
2651600095	Medium Density Residential	Low Density Residential	R-2	R-1
2651600096	Medium Density Residential	Low Density Residential	R-2	R-1
2651600097	Medium Density Residential	Low Density Residential	R-2	R-1
2651600098	Medium Density Residential	Low Density Residential	R-2	R-1
2651600099	Medium Density Residential	Low Density Residential	R-2	R-1
2651600100	Medium Density Residential	Low Density Residential	R-2	R-1
2651600101	Medium Density Residential	Low Density Residential	R-2	R-1

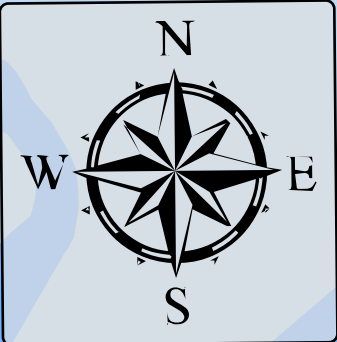
Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600102	Medium Density Residential	Low Density Residential	R-2	R-1
2651600103	Medium Density Residential	Low Density Residential	R-2	R-1
2651600104	Medium Density Residential	Low Density Residential	R-2	R-1
2651600105	Medium Density Residential	Low Density Residential	R-2	R-1
2651600106	Medium Density Residential	Low Density Residential	R-2	R-1
2651600107	Medium Density Residential	Low Density Residential	R-2	R-1
2651600108	Medium Density Residential	Low Density Residential	R-2	R-1
2651600109	Medium Density Residential	Low Density Residential	R-2	R-1
2651600110	Medium Density Residential	Low Density Residential	R-2	R-1
2651600111	Medium Density Residential	Low Density Residential	R-2	R-1
2651600112	Medium Density Residential	Low Density Residential	R-2	R-1
2651600113	Medium Density Residential	Low Density Residential	R-2	R-1
2651600114	Medium Density Residential	Low Density Residential	R-2	R-1
2651600115	Medium Density Residential	Low Density Residential	R-2	R-1
2651600122	Medium Density Residential	Low Density Residential	R-2	R-1
2651600123	Medium Density Residential	Low Density Residential	R-2	R-1
2651600124	Medium Density Residential	Low Density Residential	R-2	R-1
2651600125	Medium Density Residential	Low Density Residential	R-2	R-1
2651600126	Medium Density Residential	Low Density Residential	R-2	R-1
2651600127	Medium Density Residential	Low Density Residential	R-2	R-1
2651600128	Medium Density Residential	Low Density Residential	R-2	R-1
2651600129	Medium Density Residential	Low Density Residential	R-2	R-1
2651600130	Medium Density Residential	Low Density Residential	R-2	R-1
2651600131	Medium Density Residential	Low Density Residential	R-2	R-1
2651600132	Medium Density Residential	Low Density Residential	R-2	R-1
2651600136	Medium Density Residential	Low Density Residential	R-2	R-1
2651600137	Medium Density Residential	Low Density Residential	R-2	R-1
2651600138	Medium Density Residential	Low Density Residential	R-2	R-1
2651600139	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600140	Medium Density Residential	Low Density Residential	R-2	R-1
2651600141	Medium Density Residential	Low Density Residential	R-2	R-1
2651600142	Medium Density Residential	Low Density Residential	R-2	R-1
2651600143	Medium Density Residential	Low Density Residential	R-2	R-1
2651600144	Medium Density Residential	Low Density Residential	R-2	R-1
2651600145	Medium Density Residential	Low Density Residential	R-2	R-1
2651600146	Medium Density Residential	Low Density Residential	R-2	R-1
2651600147	Medium Density Residential	Low Density Residential	R-2	R-1
2651600148	Medium Density Residential	Active Recreation & Open Space	R-2	Parks and Recreation
2651600149	Medium Density Residential	Low Density Residential	R-2	R-1
2651600150	Medium Density Residential	Low Density Residential	R-2	R-1
2651600151	Medium Density Residential	Low Density Residential	R-2	R-1
2651600152	Medium Density Residential	Low Density Residential	R-2	R-1
2651600153	Medium Density Residential	Low Density Residential	R-2	R-1
2651600154	Medium Density Residential	Low Density Residential	R-2	R-1
2651600155	Medium Density Residential	Low Density Residential	R-2	R-1
2651600156	Medium Density Residential	Low Density Residential	R-2	R-1
2651600157	Medium Density Residential	Low Density Residential	R-2	R-1
2651600158	Medium Density Residential	Low Density Residential	R-2	R-1
2651600161	Medium Density Residential	Low Density Residential	R-2	R-1
2651600163	Medium Density Residential	Low Density Residential	R-2	R-1
2651600165	Medium Density Residential	Conservation	R-2	Conservation
2651600166	Medium Density Residential	Low Density Residential	R-2	R-1
2651600167	Medium Density Residential	Low Density Residential	R-2	R-1
2651600169	Medium Density Residential	Low Density Residential	R-2	R-1
2651600170	Medium Density Residential	Low Density Residential	R-2	R-1
2651600171	Medium Density Residential	Low Density Residential	R-2	R-1
2651600172	Medium Density Residential	Low Density Residential	R-2	R-1
2651600173	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600174	Medium Density Residential	Low Density Residential	R-2	R-1
2651600175	Medium Density Residential	Low Density Residential	R-2	R-1
2651600176	Medium Density Residential	Low Density Residential	R-2	R-1
2651600177	Medium Density Residential	Low Density Residential	R-2	R-1
2651600178	Medium Density Residential	Low Density Residential	R-2	R-1
2651600179	Medium Density Residential	Low Density Residential	R-2	R-1
2651600181	Medium Density Residential	Low Density Residential	R-2	R-1
2651600182	Medium Density Residential	Low Density Residential	R-2	R-1
2651600183	Medium Density Residential	Low Density Residential	R-2	R-1
2651600185	Low Density Residential	No Change	R-2	R-1
2651600186	Medium Density Residential	Active Recreation, Residential & Open Space	PR	PR-OC
2651600189	Medium Density Residential	Low Density Residential	R-2	R-1
2651600190	Medium Density Residential	Low Density Residential	R-2	R-1
2651600191	Medium Density Residential	Low Density Residential	R-2	R-1
2651600192	Medium Density Residential	Low Density Residential	R-2	R-1
2651600193	Medium Density Residential	Low Density Residential	R-2	R-1
2651600194	Medium Density Residential	Low Density Residential	R-2	R-1
2651600195	Medium Density Residential	Low Density Residential	R-2	R-1
2651600196	Medium Density Residential	Low Density Residential	R-2	R-1
2651600197	Medium Density Residential	Low Density Residential	R-2	R-1
2651600198	Medium Density Residential	Low Density Residential	R-2	R-1
2651600199	Medium Density Residential	Low Density Residential	R-2	R-1
2651600200	Medium Density Residential	Low Density Residential	R-2	R-1
2651600201	Medium Density Residential	Low Density Residential	R-2	R-1
2651600202	Medium Density Residential	Low Density Residential	R-2	R-1
2651600203	Medium Density Residential	Low Density Residential	R-2	R-1
2651600204	Medium Density Residential	Low Density Residential	R-2	R-1
2651600205	Medium Density Residential	Low Density Residential	R-2	R-1
2651600206	Medium Density Residential	Low Density Residential	R-2	R-1

Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600207	Medium Density Residential	Low Density Residential	R-2	R-1
2651600208	Medium Density Residential	Low Density Residential	R-2	R-1
2651600209	Medium Density Residential	Low Density Residential	R-2	R-1
2651600210	Medium Density Residential	Low Density Residential	R-2	R-1
2651600211	Medium Density Residential	Low Density Residential	R-2	R-1
2651600212	Medium Density Residential	Low Density Residential	R-2	PR
2651600213	Medium Density Residential	Low Density Residential	R-2	R-1
2651600214	Medium Density Residential	Low Density Residential	R-2	R-1
2651600215	Medium Density Residential	Low Density Residential	R-2	R-1
2651600216	Medium Density Residential	Low Density Residential	R-2	R-1
2651600217	Medium Density Residential	Low Density Residential	R-2	R-1
2651600218	Medium Density Residential	Low Density Residential	R-2	R-1
2651600219	Medium Density Residential	Low Density Residential	R-2	R-1
2651600220	Medium Density Residential	Low Density Residential	R-2	R-1
2651600221	Medium Density Residential	Low Density Residential	R-2	R-1
2651600222	Medium Density Residential	Low Density Residential	R-2	R-1
2651600223	Medium Density Residential	Low Density Residential	R-2	R-1
2651600224	Medium Density Residential	Low Density Residential	R-2	R-1
2651600225	Medium Density Residential	Low Density Residential	R-2	R-1
2651600226	Medium Density Residential	Low Density Residential	R-2	R-1
2651600227	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600228	Medium Density Residential	Low Density Residential	R-2	R-1
2651600229	Medium Density Residential	Low Density Residential	R-2	PR
2651600230	Medium Density Residential	Low Density Residential	R-2	R-1
2651600231	Medium Density Residential	Low Density Residential	R-2	R-1
2651600232	Medium Density Residential	Low Density Residential	R-2	R-1
2651600233	Medium Density Residential	Low Density Residential	R-2	R-1
2651600234	Medium Density Residential	Low Density Residential	R-2	R-1
2651600235	Medium Density Residential	Low Density Residential	R-2	R-1

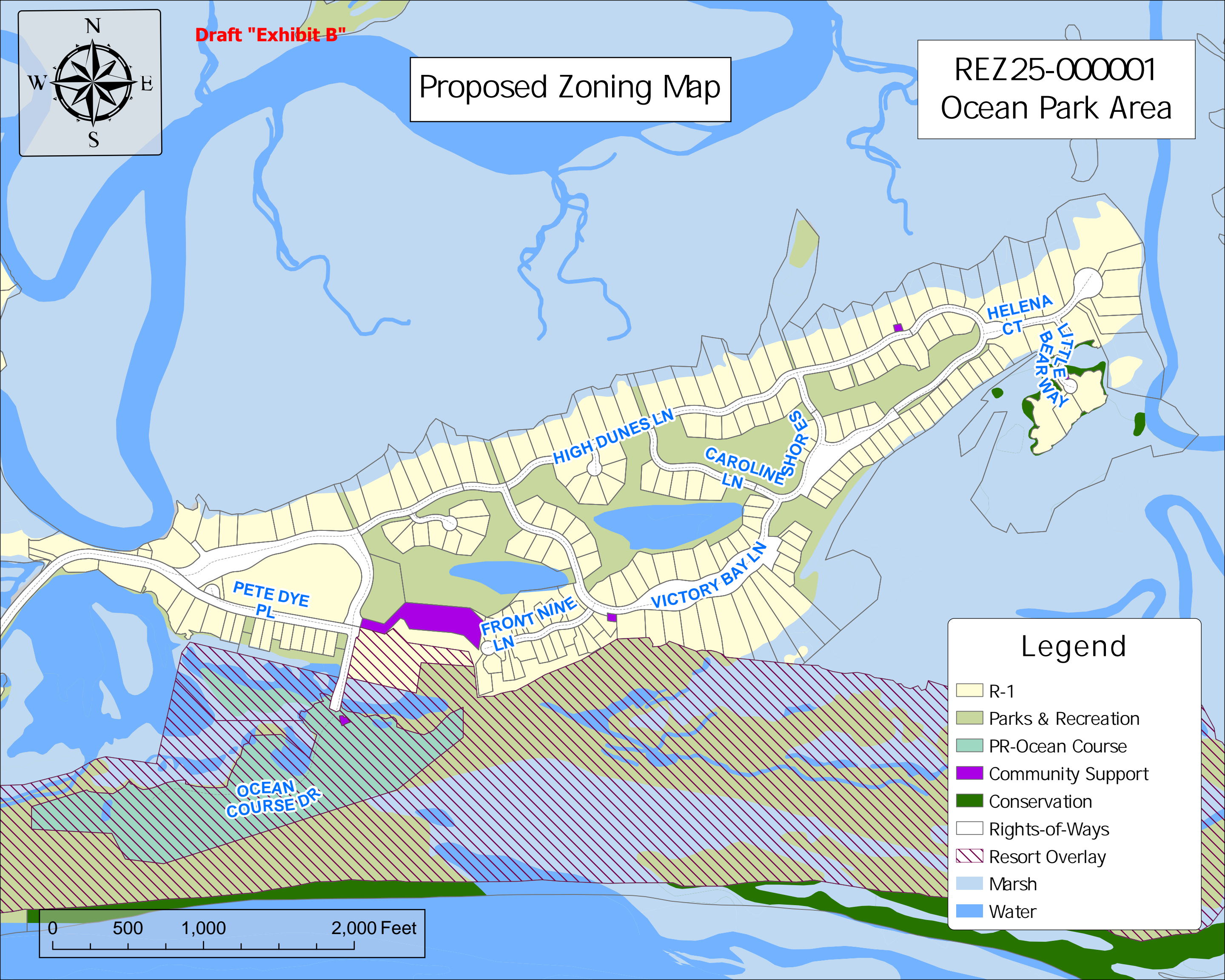
Subject Properties	Comprehensive Plan - Future Land Use Designation		Zoning Designation	
Parcel ID	Current	Planning Commission Recommendation	Current	Planning Commission Recommendation
2651600236	Medium Density Residential	Low Density Residential	R-2	R-1
2651600237	Medium Density Residential	Low Density Residential	R-2	R-1
2651600238	Medium Density Residential	Low Density Residential	R-2	R-1
2651600239	Medium Density Residential	Low Density Residential	R-2	R-1
2651600240	Medium Density Residential	Active Recreation & Open Space	R-2	PR
2651600241	Medium Density Residential	Low Density Residential	R-2	R-1
2651600242	Medium Density Residential	Low Density Residential	R-2	R-1
2651600243	Medium Density Residential	Low Density Residential	R-2	R-1
2651600244	Medium Density Residential	Low Density Residential	R-2	R-1
2651600245	Medium Density Residential	Low Density Residential	R-2	R-1
2651600246	Medium Density Residential	Low Density Residential	R-2	R-1
2651600247	Medium Density Residential	Low Density Residential	R-2	R-1
2651600248	Medium Density Residential	Low Density Residential	R-2	R-1
2651600249	Medium Density Residential	Low Density Residential	R-2	R-1
2651600250	Medium Density Residential	Low Density Residential	R-2	R-1
2651600251	Medium Density Residential	Low Density Residential	R-2	R-1



Draft "Exhibit B"

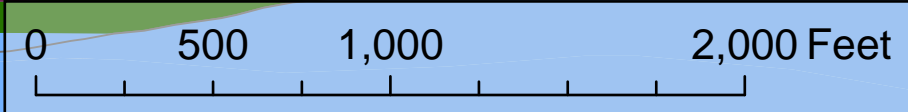
Proposed Zoning Map

REZ 25-000001
Ocean Park Area



Legend

- R-1
- Parks & Recreation
- PR-Ocean Course
- Community Support
- Conservation
- Rights-of-Ways
- Resort Overlay
- Marsh
- Water





TAB 5

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-14

**AN ORDINANCE TO AMEND ARTICLE 4 – FINANCE AND TAXATION, CHAPTER 4. -
PURCHASING**

WHEREAS, the Town Council has determined that the procurement ordinance requires amendment to clarify small purchases and to include artistic services among exempted items.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 2 Effective Date and Duration

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5TH DAY OF AUGUST 2025.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: July 1, 2025

2nd Reading: August 5, 2025

PROCUREMENT POLICY OF THE TOWN OF KIAWAH, SOUTH CAROLINA
(THE “TOWN”)

I. General Provisions

A. Purpose and Policies. The underlying purposes and policies of the procedures set forth herein (the “Procedures”) are to adopt for the Town procurement practices that are appropriately competitive and that serve the mission of the Town.

B. Application of Procedures.

1. General Application. These Procedures apply only to contracts, purchases and other procurements that are solicited or entered into after the effective date of these Procedures.

2. Reporting to and Approval of Town Council. It shall be the policy of the Town that any contractual obligation, including a Change Order, of \$20,000 or greater shall be reported to the Ways and Means Committee of Town Council prior to execution of the contract and any proposed contractual obligation, including a Change Order, of \$100,000 or greater must also be approved by Town Council.

C. Definitions.

1. “Change order” means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

2. “Construction Management at-Risk” means a project delivery method in which the Town awards separate contracts, one for design services to design a project and the second to a construction manager at-risk for both construction of the project according to the design and construction management services, which include but are not limited to those professional services associated with contract administration, project

management, and other services provided in connection with the administration of a construction project.

3. “Co-operative Purchasing Entity” means an organization or alliance of municipalities and/or other governmental bodies throughout the United States established in part to achieve economies of scale and/or innovations through group purchasing strategies, shared resources and/or centrally administered competitive procurement processes to afford value and discount pricing programs to its members.
4. “Design-bid-build” means a project delivery method in which the Town sequentially awards separate contracts, the first for design services to design a project and the second for construction of the project according to the design.
5. “Design Services” means those professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture, and interior design pertaining to construction, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including without limitation studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual design, plans and specifications, construction documents, cost estimates, construction observations, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

6. “Design-build” means a project delivery method in which the Town enters into a single contract for design and construction of a project.
7. “Design-build-finance-operate-maintain” means a project delivery method in which the Town enters into a single contract for design, construction, finance, maintenance, and operation of a project over a contractually defined period.
8. “Design-build-operate-maintain” means a project delivery method in which the Town enters into a single contract for design, construction, maintenance, and operation of a project over a contractually defined period.
9. “Mayor” means the elected mayor of the Town, or his or her designee, such designation to be set forth in writing. The Mayor shall make all decisions required under these Procedures.
10. “Operations and maintenance” means a project delivery method in which the Town enters into a single contract for the routine operation, routine repair, and routine maintenance of a building project.
11. “Procure” or “Procurement” means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services, equipment or construction.
12. “Public Procurement Unit” means any agency of the Federal Government, the State of South Carolina (the “State”), any agency of the State, and any county, municipality, special purpose district or any other subdivisions of the State or public agency of any such subdivision, public authority,

educational, health, or other institution, and any other entity which expends public funds for procurement of property, supplies, services, or construction.

13. "Responsible/responsive bidder" means a person or entity who (1) has the capability in all respects to perform fully the contract requirements, and has the integrity and reliability which, as substantiated by past performance and reputation, will assure good faith quality performance, and (2) has submitted a bid or proposal which conforms in all material aspects to the Invitation for Bids or Request for Proposals.
14. "Reverse Auction method" means a real-time bidding process taking place at a previously scheduled time and Internet location in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods.

D. Severability.

If any provision of these Procedures or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these Procedures which can be given effect without the invalid provisions or application, and to this end the provisions of these Procedures are declared to be severable.

E. Effective Date.

These Procedures shall become effective upon approval by Town Council.

II. Source Selection and Contract Formation

A. Methods of Source Selection. Except where noted herein, all Town contracts shall be awarded by one of the following methods:

1. Invitation for Bids; (Paragraph II. B);
2. Request for Proposals (Paragraph II. C);
3. Emergency Procurement (Paragraph II. D);
4. Sole Source (Paragraph II. E);
5. Small Purchases (Paragraph II. F);
6. Qualifications Based Selection (Paragraph II. G);
7. Reverse Auction (Paragraph II. H).

B. Invitation for Bids.

1. Selection Committee. For each supply, service, equipment or construction item that the Town is seeking in which the Invitation for Bids procurement selection method is used, the Mayor will establish a selection committee (the "Bid Committee"). The Mayor may be a member of that Bid Committee.
2. Notice of Invitation for Bids. An Invitation for Bids shall include (or state where such information is to be made available) a description of the supplies, services, equipment or construction item that the Town is seeking, and all contractual terms and conditions applicable to the procurement. The Invitation for Bids shall be publicly announced on the Town's website and/or South Carolina Business Opportunities, provided

that nothing herein shall prevent the Bid Committee or anyone acting on their behalf from notifying particular companies or individuals of the Invitation for Bids.

3. Receipt and Opening of Bids. All bids shall be received electronically, and any bids received prior to the bid due date shall be kept secure and unopened. Bids will be opened electronically in the presence of one or more members of the Bid Committee at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be deemed appropriate by the Bid Committee, together with the name of each bidder, shall be tabulated by the Mayor. The ranking of each bidder, which need not include the dollar amounts of the bids, shall be made available to all bidders after contract award.
4. Bid Acceptance and Bid Evaluation. Subject to the Town's right not to accept any bid, as determined by the Bid Committee, the selected bid shall be accepted unconditionally without alteration or correction, except as otherwise authorized in these Procedures or by the Bid Committee. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids or addenda to such bids. The Bid Committee shall evaluate bids based on the requirements set forth in the Invitation for Bids and addenda.
5. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of erroneous bids before or after award, or cancellation of

awards or contracts based on such bid mistakes, may be permitted where appropriate, but only upon the written approval of the Mayor, such approval not to be unreasonably withheld. After final bids are entered, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted.

6. Award. If an award is to be made, the contract shall be awarded by written notice to the lowest responsible/responsive bidder. If the presumptive low bidder is disqualified or fails to proceed as set forth in the Invitation for Bids, the Bid Committee may cancel that award and award the contract to the next lowest responsible/responsive bidder. In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, an award shall be determined in the discretion of the Bid Committee.
7. Right of Rejection and Resolicitation. The Bid Committee has the right, prior to award of the contract, to reject any and all bids for cause, or without cause, as it deems appropriate. The Town, as determined by the Bid Committee, has the right to determine not to award the contract to any bidder or to determine to re-solicit bids based upon modified terms and conditions.

C. Request for Proposals.

1. Selection Committee. For each supply, service, equipment or construction item that the Town is seeking in which the Request for Proposal

procurement selection method is used, the Mayor will establish a selection committee (the "RFP Committee"). The Mayor may be a member of that RFP Committee.

2. Notice of Request for Proposals. The Request for Proposals shall be publicly announced on the Town's website and/or South Carolina Business Opportunities, provided that nothing herein shall prevent the RFP Committee or anyone acting on their behalf from notifying particular companies or individuals of the Request for Proposals. The Request for Proposals shall include a description of the supplies, services, equipment or construction item being sought, enumerating all requirements for same (or stating where such information is to be made available).
3. Receipt and Safeguarding of Proposals. All proposals shall be received electronically, and any proposals received prior to the proposal due date shall be kept secure and unopened.
4. Evaluation Factors. The Request for Proposals shall state the relative importance of each evaluation factor but need not require numerical weightings for each factor. No other factors or criteria shall be used in evaluation and there shall be adherence to any weightings (if such are used) for each factor in the Request for Proposals. The contract file shall contain the basis on which the award is made. A determination of responsibility shall be made before award.
5. Negotiation. The RFP Committee will review all submissions, hold

interviews if desired as deemed by the RFP Committee, determine the most qualified proposer, and negotiate a contract with the most qualified proposer. In the event a satisfactory contract cannot be negotiated with the most qualified proposer, the Mayor will negotiate a contract with the next most qualified proposer, and so on, until a satisfactory contract can be negotiated. Nothing contained herein will require the RFP Committee to negotiate a contract with an unqualified proposer or with a proposer who submits an unresponsive proposal.

6. Right to Withdraw and Re-solicit. Until award, the RFP Committee has the right to determine not to award the contract to any proposer or to determine to re-solicit proposals based upon modified terms and conditions.

D. Emergency Procurement. Notwithstanding any other provision of this procedure, the Mayor may make an emergency procurement when there exists a threat to public health, welfare or safety under emergency conditions or where normal daily operations are affected; The purchasing limits, as provided for in Section I(B)(2), will be suspended during the emergency situation to prevent an interruption or delay in emergency response. The maximum amount of the emergency purchase will be limited to \$150,000. Purchases above this amount will require approval by a quorum of Town Council.

E. Sole Source. A contract may be awarded for supply, service or construction item without competition when the Mayor determines in writing that there is only one

source for the required supply, service, or construction item. Such written documentation must include the determination for using sole source and a reasonably detailed description of the reasons justifying the proposed sole source procurement. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are some (but not all) examples of circumstances which could necessitate sole source procurement:

- (1) where the compatibility of equipment, accessories, services, systems, software, or replacement parts is the paramount consideration;
- (2) where the service provider or supplier has knowledge, skills, abilities, information, or other relevant criteria specifically unique to the required supply, service, or construction item;
- (3) where a sole supplier's item is needed for trial use or testing; and
- (4) where the item is one of a kind.

F. Small Purchases. The following procedures shall pertain to purchases under \$20,000.00:

1. Purchases \$0.01—\$5,000.00. A department head, with the concurrence of the Town Administrator or Treasurer, may purchase items and/or services under \$5,000.00 as they are needed without competition where funds for such purchases are included within the budget of the Town.
2. Purchases \$5,000.01—\$10,000. Subject to Section II(F)(4~~5~~) below, the Town Administrator, with the concurrence of the Treasurer, may purchase items and/or services between \$5,000.01—\$10,000 as they are needed

without competition where funds for such purchases are included within the budget of the Town.

3. Purchases \$5,000.01-\$10,000. Subject to Section II(F)(6) below, the Mayor may purchase items and/or services that were not included within the budget.

4. Purchases \$10,000.01-\$20,000. Subject to Section II(F)(6) below, the Mayor may purchase items and/or services between \$10,000.01 - \$20,000 as needed without competition, where funds for such purchases are included within the budget of the Town.

5. Purchases \$~~5~~10,000.01—\$20,000. Subject to Section II(F)(~~6~~) below, the Mayor, with the concurrence of another council member, may purchase items and/or services between \$~~5~~10,000.01 and \$20,000 that were not included within the budget.

~~4~~6. All purchases between \$5,000.01 and 20,000 shall require solicitation of written quotations, or in the alternative, firm pricing obtained through internet searches, from a minimum of three qualified sources (or, if in the Mayor's judgment, there are fewer than three qualified sources, from all qualified sources), and the contract shall be offered to the lowest responsible/responsive vendor. The Mayor may waive the foregoing requirement when he or she determines in writing that such a waiver is in the best interests of the Town.

No contract or purchase shall be subdivided to avoid the requirements of this section.

G. Qualifications Based Selection.

1. Preparation of Project Description. The Mayor shall be responsible for developing a description of the proposed professional services project, listing the required professional services for that project, and preparing a formal invitation to firms for submission of information
2. Public Announcement. The formal invitation shall be publicly announced on the Town's website and/or South Carolina Business Opportunities, provided that nothing herein shall prevent the RFQ Committee or anyone acting on their behalf from notifying particular companies or individuals of the invitation. Nothing contained herein shall preclude the Mayor from directly inviting any person to submit information.
3. Selection Committee. The Mayor shall choose a selection committee (the "RFQ Committee") whom the Mayor determines to be qualified to make an informed decision as to the most competent and qualified firm for the proposed project.
4. Interviews with Interested Firms. Following receipt of information from all interested persons and firms, the RFQ Committee may hold interviews with at least three firms who have responded to the RFQ Committee's advertisement and who are deemed most qualified on the basis of information available prior to the interviews, or if less than three persons or firms have responded to the advertisement, the RFQ Committee may hold interviews with those that did respond. The purpose of the

interviews, if any, shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of the interested firms.

5. Selection and Ranking of the Most Qualified. The RFQ Committee, of which the Mayor may be a member, shall evaluate each of the firms interviewed based upon criteria set forth in the invitation. Based upon these evaluations, the RFQ Committee shall select the firms which, in its judgment, are the best qualified. The RFQ Committee's report ranking the firms shall be in writing and will be made available to all firms interviewed upon written request from the interviewed firms.
6. Negotiation of Contract. The Mayor shall negotiate a contract for services with the most qualified firm at a compensation that is fair and reasonable to the Town. Should the Mayor be unable to negotiate a satisfactory contract with the firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, until a satisfactory contract has been negotiated. If no agreement is reached with one of the three, additional persons or firms in order of their competence and qualifications may be selected after consultation with the selection committee, and negotiations shall be continued in the same manner until agreement is reached.

H. Reverse Auction.

1. Conditions for Use. In addition to the competitive sealed bid or

competitive sealed proposal methods of procurement, contracts for the sale of goods which exceed the sum of Twenty-Five Thousand Dollars (\$25,000) may be awarded by utilization of a Reverse Auction method as set forth herein.

2. Reverse Auction Procedures. In using the Reverse Auction method, the Mayor shall follow the following procedures:

a. Invitation for Reverse Auction Bids. The Mayor shall issue an invitation for Reverse Auction Bids, which shall include all requirements for the bids, include the specifications for the required goods, the time of delivery and the quantities required.

b. Public Notice. Public notice of the bids shall be given not less than seven (7) days prior to the date set forth therein for the commencement of the Reverse Auction, and such notice shall be by publication on the Town's website and/or South Carolina Business Opportunities, provided that nothing herein shall prevent the Mayor from notifying particular companies or individuals of the bid opportunity.

c. Receiving Bids. Bids shall be received as set forth in the notice and other rules applicable to the Reverse Auction as may be promulgated by the Mayor and designated in the invitation for bids. The final amount of each bid and such other relevant information, together with the name of each bidder, shall be recorded in writing. This record, and each final bid, shall be open to public inspection after award.

d. Bid Acceptance, Evaluation and Award. Bids shall be

unconditionally accepted without alteration or correction except as authorized in this Policy. The bidder with the lowest responsive, responsible bid will be awarded the contract.

e. Correction or Withdrawal of Bids; Cancellation of Awards.

Correction or withdrawal of erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate, but only upon the written approval of the Mayor, such approval not to be unreasonably withheld. After final bids are entered, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted.

f. Determination of Responsibility upon Award. Responsibility shall be determined by the bidder's demonstrated ability to provide the goods required in conformity with the invitation for bids. In making this determination the Mayor may examine such factors as may be appropriate and relevant to the peculiar requirements of the particular contract.

g. Prequalification of Bidders. The Mayor may prequalify all prospective bidders as set forth in Section II(I) below.

I. Prequalification of Bidders.

1. The Mayor may pre-qualify all prospective bidders or proposers.
2. Notice of pre-qualification shall be publicly announced on the Town's website and/or South Carolina Business Opportunities and shall set forth the criteria (or state where such criteria are to be made available) by which

the qualifications and appropriateness of prospective bidders shall be determined. Only those criteria set forth in the pre-qualification notice may be considered in pre-qualifying bidders. The Mayor shall make all pre-qualification decisions in the exercise of his reasonable discretion, and shall make a written record of the bases for its pre-qualification determinations. Prior to issuance of the Invitation for Bids or Request for Proposals, all prospective bidders or proposers that were provided with pre-qualification notice will be notified of the Mayor's decisions relating to pre-qualification.

J. Exempted Items. The following services and/or procurements shall be exempt from the provisions of these Procedures.

1. Town Council, upon recommendation of the Mayor, may exempt by ordinance specific items, services, or projects from these Procedures when Town Council finds that such exemption is in the interest of the Town.
2. Purchases \$5,000.00 and under. These Procedures do not apply to any procurement equal to or less than \$5,000.00 where funds for such purchases are included within the budget of the Town. No contract or purchase shall be subdivided to avoid the requirements of this section.
3. The following ~~Professional~~ Services:
 - a. Accounting services;
 - b. Advertising and marketing services;
 - c. Artistic services

- d. Governmental relations services;
- de. Insurance consulting and procurement services;
- ef. Legal services;
- fg. Public relations services; and
- gh. Underwriting and financial services.

In connection with choosing a certain individual or firm to provide professional services, the Mayor shall prepare a written determination setting forth the reasons the certain individual or firm was chosen. Nothing herein shall preclude the Mayor from selecting any of the foregoing professional services pursuant to a competitive selection process.

4. Real Property. The purchase, leasing and/or sale of real property by the Town.
5. Cooperative Purchasing. The Mayor may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of products, supplies, or services with one or more Public Procurement Units or Co-operative Purchasing Entities in accordance with an agreement entered into or guidelines agreed upon among the participants.
6. Existing Contracts and Approved Vendor Lists of Other Public Procurement Units. The Mayor may Procure goods or services pursuant to an existing contract held by another Public Procurement Unit or from vendors included in a Public Procurement Unit's approved vendor list, upon a determination that such contract was awarded or vendor list approved pursuant to appropriately competitive procedures by the

applicable Public Procurement Unit. Without limiting the generality of the foregoing, it is hereby declared that contracts held or vendor lists approved by the State of South Carolina or the County of Charleston for the purchase of goods or supplies were awarded or approved pursuant to appropriately competitive procedures.

III. Delivery Methods

A. Construction Project Delivery

The following construction project delivery methods are authorized:

1. Design-Bid-Build;
2. Construction Management at-Risk;
3. Operations and Maintenance;
4. Design-Build;
5. Design-Build-Operate-Maintain;
6. Design-Build-Finance-Operate-Maintain;
7. Vendor List
8. Such other project delivery method that the Mayor may approve combining one or more aspects of the delivery methods in items 1-6 above in this Section III(A).

B. Source Selection

Except as provided in Sections II(D) (Emergency Procurements) and II(E) (Small Purchases), source selection methods applicable to procurements for the project delivery methods identified in Section III(A) above shall be as follows:

1. Design-bid-build:
 - a. Design. Request for Proposals in Section II(C) above or the Qualifications Based Selection Process in Section II(G) above must be used to procure architect, engineer, and other design or professional services (including construction management where

the construction manager serves as the Owner's Agent).

- b. Construction. Invitation for Bids or Request for Proposals must be used to procure construction in design-bid-build procurements.
2. Construction Management at-risk. Invitation for Bids or Request for Proposals must be used to procure contracts for construction management at-risk.
3. Design-build. Request for Proposals must be used for the procurement of design-build.
4. Design-build-operate-maintain and Design-build-finance-operate-maintain. Request for Proposals must be used for the procurement of contracts for Design-build-operate-maintain and Design-build-finance-operate-maintain.
5. Operations and Maintenance. Invitation for Bids or Request for Proposals must be used to procure contracts for operations and maintenance.
6. Vendor's List. The Mayor is authorized to select a group or groups of pre-qualified firms to provide services and/or supplies to the Town for one or more types of Procurements over an extended period of time (not to exceed two years).
 - a. Such group(s) of pre-qualified firms shall be selected pursuant to a Request for Proposals or Request for Qualifications process as set forth in this Policy.
 - b. The Mayor may procure services from such group(s) of pre-qualified firms through Sealed Bids or Request for Proposals, except that:
 - (1) Public notice shall not be required; and

(2) Where necessary, the Mayor may require bids or proposals on an expedited basis (as early as Twenty-Four (24) hours).

7. Other. Invitation for Bids or Request for Proposals must be used to procure contracts for other project delivery methods authorized pursuant to Section II(A).

C. Bond and Security.

1. Bid security shall be required for all Invitations to Bid for construction contracts entered into pursuant to Article II(B). Bid security shall be one or more bonds provided by one or more surety companies meeting the criteria established by the Mayor. Bid security shall be in an amount equal to at least five percent of the bid unless a higher percentage is specified in the invitation for bids. Any bid, which does not comply with the bid security requirements, shall be rejected.

2. When a contract to improve real property exceeding \$50,000 is awarded, the following bond security shall be delivered to the Town upon or within a reasonable time after the execution of the contract and shall be binding on the parties:

a. A performance bond satisfactory to the Town, executed by one or more surety companies meeting the criteria established in the invitation for bids or otherwise secured in a manner satisfactory to the Town, in an amount equal to 100% of the contract price;

- b. A payment bond satisfactory to the Town, executed by one or more surety companies meeting the criteria established in the invitation for bids or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the contract price.
- 3. Nothing in subparagraph 2 above shall be construed to limit the authority of the Town to require a performance bond or other security in addition to the bonds specified above.
- 4. Bonding requirements may be waived for any emergency procurement.

IV. Disposal of Surplus Supplies. All surplus supplies, materials and equipment which are considered salvage or surplus, may be sold to the highest responsive bidder in accordance with and upon such terms and conditions as the Mayor shall require with respect to such surplus supplies and materials, provided, however, that the Mayor may sell, lease, or dispose of any supplies, materials, or junk which has a value of less than Two Thousand (\$2,000) Dollars. The use of GovDeals.com or some other similar internet-based auction site may be used to sell surplus supplies, materials or equipment.

V. Resolving Protests

- A. Right to Protest. Any actual or prospective bidder, proposer or contractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Mayor. The protest, setting forth the grievance and the grounds therefor, shall be submitted in writing within ten days after such aggrieved person knows

or should have known of the facts giving rise thereto, but in no circumstance after fifteen days of notification of award of contract.

- B. Authority to Resolve Protests. The Mayor shall have the authority to settle and resolve a protest of an aggrieved bidder, proposer or contractor, actual or prospective, concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement within five calendar days of the notice of protest, the parties may submit the dispute to non-binding mediation, which shall be concluded within ten calendar days of the notice of protest.
- C. Decision. Should the parties fail to resolve the protest in mediation, the Mayor shall promptly issue a decision in writing, stating the reasons for the action taken. A decision of the Mayor shall be final and conclusive, and a copy of the decision shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

VI. Conflicts of Interest

- A. No member of the Town Council or any officer or employee of the town shall have a financial interest in any contract or in the sale to the Town or to a contractor supplying the town of any land or rights or interests in any land, material, supplies or services.
- B. Any willful violation of Section VI(A) shall constitute malfeasance in office, and any officer or employee of the Town found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied of the person or corporation contracting with the Town shall render the

contract voidable by the purchasing agent or Town Council.



TAB 6

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-15

AN ORDINANCE TO ESTABLISH NOISE STANDARDS WITHIN THE TOWN OF KIAWAH ISLAND AND TO REPEAL CHAPTER 8, SECTIONS 15-801 THROUGH 15-807 OF THE TOWN MUNICIPAL CODE

WHEREAS, the Town Council of the Town of Kiawah Island is charged with preserving the public peace and ensuring the health, safety, and general welfare of its residents and visitors; and

WHEREAS, the Town has determined that excessive, unnecessary, or unregulated noise can adversely impact the quality of life, disturb the peaceful enjoyment of property, interfere with the use of environmentally sensitive areas, and diminish the overall character of the community; and

WHEREAS, the Town Council finds it necessary and appropriate to adopt clear, enforceable, and balanced standards for permissible sound levels and noise-generating activities within the Town’s jurisdiction, including residential, commercial, resort, and public areas; and

WHEREAS, the Town Council further finds that Chapter 8, Sections 15-801 through 15-807 of the Town Code, enacted by Ordinance No. 2022-01, should be repealed and replaced with revised provisions that provide enhanced clarity, improve enforceability, and better reflect the Town’s commitment to protecting public peace, health, and welfare.

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

Section 1 Purpose

The purpose of this Ordinance is to promote the public peace, health, safety, and welfare of the residents and visitors of the Town of Kiawah Island by establishing clear and enforceable standards regulating noise. These standards are intended to prevent excessive, unnecessary, and disruptive sounds; preserve the quiet character of residential and environmentally sensitive areas; and provide appropriate guidance for permissible noise levels in commercial, resort, and public spaces.

Section 2 Ordinance

The Town of Kiawah Island hereby repeals Chapter 8, Sections 15-801 through 15-807 of the Town Code, as enacted by Ordinance No. 2022-01, and adopts the following provisions as the new Chapter 8 – Prohibited Noise of the Code of Ordinances. These provisions shall be codified and enforced accordingly.

Section 3 **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4 **Effective Date and Duration**

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS ____ DAY OF _____, 2025.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: _____, 2025.

2nd Reading: _____, 2025.

EXHIBIT A

CHAPTER 8. – NOISE CONTROL AND ABATEMENT

Sec. 15-801. – Purpose.

The purpose of this Chapter is to promote the public peace, health, safety, and welfare of the residents and visitors of the Town of Kiawah Island by establishing clear and enforceable standards regulating noise. These standards are intended to prevent excessive, unnecessary, and disruptive sounds, preserve the quiet character of residential and environmentally sensitive areas, and provide appropriate guidance for permissible noise levels in commercial, resort, and public spaces. Activities that violate this Chapter will constitute a public nuisance and are subject to enforcement in accordance with the Town's Code of Ordinances and applicable law.

Sec. 15-802. – Definitions.

For purposes of this Chapter, the following terms shall have the meanings set forth below:

- (a) *Commercial and Resort Area* means any area primarily used primarily for commercial or resort buildings or facilities.
- (b) *Construction Activity* means use of any fuel or electric-powered machinery, equipment, or tool for work related to building, constructing, altering, repairing, renovating, or demolishing structures, including site preparation, excavation, and utility installation.
- (c) *Commercial Landscaping Activity* means physical use of any fuel or electric-powered machinery, equipment, or tool by commercial entities or contractors for the care, maintenance, or improvement of outdoor property.
- (d) *Daytime Hours* means the period between 7:00 a.m. and 9:00 p.m. for Residential Areas, and 7:00 a.m. and 10:00 p.m. for Commercial and Resort Areas.
- (e) *Nighttime Hours* means the period between 9:00 p.m. and 7:00 a.m. for Residential Areas, and 10:00 p.m. and 7:00 a.m. for Commercial and Resort Areas.
- (f) *Residential Area* means any area primarily comprised of residential dwelling units, including areas occupied by Short-Term Rentals.
- (g) *Short-Term Rental* means a dwelling unit that is rented, leased, or otherwise assigned for occupancy or use by the public for a period of less than thirty (30) consecutive days.
- (h) *Sound Level Meter* means a device that meets standards established by the American National Standards Institute (ANSI) for measuring sound in decibels.
- (i) *Golf Course Maintenance* means the operation of any fuel or electric-powered machinery equipment, or tools used for regular turf care, landscaping, irrigation, or other routine upkeep of golf course grounds and facilities.
- (j) *Town-recognized Holiday* means any holiday officially recognized and published by the Town of Kiawah Island.

(k) *Town Officials* means Code Enforcement Officers, Community Service Officers, Building Official, and other designated employees or agents of the Town authorized to enforce this Chapter.

Sec. 15-803. – General Prohibition.

No person shall make, cause, or permit any unreasonably loud, disturbing, or unnecessary noise that disrupts the peace, quiet, or comfort of any person within the Town, or that exceeds the maximum permissible sound levels established in Section 15-804.

Sec. 15-804. – Sound Limits and Activity Regulations.

(a) The following maximum sound levels shall apply. Sound shall be measured at a distance of ten (10) feet from the property line of the parcel where the sound originates or, where appropriate and practical, at a distance of fifty (50) feet from the noise source. The measurement location shall be determined by the Town Official based on site conditions and public accessibility.

(1) Residential Areas:

- a. Daytime Hours: 70 dBA
- b. Nighttime Hours: 60 dBA

(2) Commercial and Resort Areas:

- a. Daytime Hours: 75 dBA
- b. Nighttime Hours: 60 dBA

(b) Construction Activity during hours not otherwise prohibited shall not exceed 85 dBA.

(c) Commercial Landscaping and Golf Course Maintenance Activity during hours not otherwise prohibited shall not exceed 80 dBA.

(d) All sound levels shall be measured by a Town Official using a properly calibrated Sound Level Meter.

Sec. 15-805. – Specific Prohibited Activities.

The following activities are deemed to be public nuisances and are prohibited under this Chapter:

(a) Operating amplified music, radios, televisions, speakers, musical instruments, or similar devices in a manner that is plainly audible inside any other residence or business not associated with the sound source, unless permitted by the Town.

(b) Allowing an animal to make continuous or repetitive noise for more than ten (10) consecutive minutes that is plainly audible at or beyond the property line of the parcel where the animal is kept.

(c) Generating excessive noise from events, parties, or gatherings at Short-Term Rentals or other properties, where such noise disrupts adjacent or nearby properties, unless the event is approved or permitted by the Town.

(d) Operating a motor vehicle that emits sound in violation of Section 56-5-5020 of the South Carolina Code of Laws.

(e) Operating Construction Activity, Commercial Landscaping Activity, or Golf Course Maintenance during the following prohibited hours, regardless of sound level, unless prior written approval is obtained:

(1) Construction Activity:

a. Between 7:00 p.m. and 7:00 a.m., Monday through Friday

b. Between 5:00 p.m. and 8:00 a.m., Saturday

c. At any time on Sundays and Town-Recognized Holidays

(2) Commercial Landscaping Activity:

a. Between 6:00 p.m. and 8:00 a.m., Monday through Saturday

b. At any time on Sundays and Town-Recognized Holidays

(3) Golf Course Maintenance:

a. Between 7:00 p.m. and 6:30 a.m.

Construction Activity, Commercial Landscaping Activity, or Golf Course Maintenance occurring during the prohibited hours listed above, or exceeding the applicable sound limits established in Section 15-804, shall require prior written approval by the Town. Such approval shall only be granted in emergencies or for critical infrastructure work where no reasonable alternative schedule exists. Approvals shall be limited in scope and duration and shall specify the permitted hours of activity.

Sec. 15-806. – Exemptions.

The provisions of this Chapter shall not apply to:

(a) Emergency vehicles and emergency work, including post-storm cleanup, debris removal, and restoration activities following hurricanes, tropical storms, or other significant weather events

(b) Municipal or utility work performed for public safety

(c) Town-approved community or special events, including those defined in Section 12-106(3) of the Town's Code of Ordinances

- (d) Beach or wildlife management activities conducted by the Town or its authorized agents
- (e) Other activities authorized by the Town Council

Sec. 15-807. – Enforcement.

This Chapter shall be enforced by the Town of Kiawah Island Code Enforcement Officers and other designated Town Officials.

Town Officials are authorized to take enforcement action in response to violations of this Chapter, including, but not limited to, issuing verbal warnings, written citations, stop-work orders, or initiating penalties as provided in Section 15-808.

Property owners, property managers, contractors, and commercial operators are responsible for ensuring that their guests, tenants, employees, and invitees comply with this Chapter and may be held jointly or individually liable for violations occurring on, or arising from, their property or operations.

Sec. 15-808. – Penalties.

Violations of this Chapter shall be subject to the following penalties:

- (a) For a first offense, the violator may receive a written warning or be assessed a civil fine not to exceed one hundred dollars (\$100).
- (b) For a second offense within any twelve (12) month period, the violator shall be assessed a civil fine not to exceed two hundred fifty dollars (\$250).
- (c) For a third or subsequent offense within the same twelve (12) month period, the violator shall be assessed a civil fine not to exceed five hundred dollars (\$500).

In addition to the fines above, the Town may revoke any applicable short-term rental license in accordance with Section 14-509 of the Town's Code of Ordinances, or revoke or suspend a business license pursuant to the procedures set forth in Section 4-315 of the Town's Code of Ordinances. The Town may also issue stop-work orders or pursue other enforcement remedies as authorized by law.

Each day that a violation continues shall constitute a separate offense.

EXHIBIT A

CHAPTER 8. – NOISE CONTROL AND ABATEMENT

Sec. 15-801. – Purpose.

The purpose of this Chapter is to promote the public peace, health, safety, and welfare of the residents and visitors of the Town of Kiawah Island by establishing clear and enforceable standards regulating noise. These standards are intended to prevent excessive, unnecessary, and disruptive sounds, preserve the quiet character of residential and environmentally sensitive areas, and provide appropriate guidance for permissible noise levels in commercial, resort, and public spaces. Activities that violate this Chapter will constitute a public nuisance and are subject to enforcement in accordance with the Town's Code of Ordinances and applicable law.

Sec. 15-802. – Definitions.

For purposes of this Chapter, the following terms shall have the meanings set forth below:

- (a) *Commercial and Resort Area* means any area primarily ~~comprised of~~ used primarily for commercial or resort buildings or facilities.
- (b) *Construction Activity* means ~~any physical~~ use of any fuel or electric-powered machinery, equipment, or tool for work related to building, constructing, altering, repairing, renovating, or demolishing structures, including site preparation, excavation, and utility installation.
- (c) *Commercial Landscaping Activity* means physical use of any fuel or electric-powered machinery, equipment, or tool ~~any outdoor maintenance, lawn care, or grounds keeping services performed~~ by commercial entities or contractors, ~~including the operation of any powered equipment~~ for the care, maintenance, or improvement of outdoor property.
- (d) *Daytime Hours* means the period between 7:00 a.m. and 9:00 p.m. for Residential Areas, and 7:00 a.m. and 10:00 p.m. for Commercial and Resort Areas.
- (e) *Nighttime Hours* means the period between 9:00 p.m. and 7:00 a.m. for Residential Areas, and 10:00 p.m. and 7:00 a.m. for Commercial and Resort Areas.
- ~~(f) *Receiving Property* means any residence, business, parcel of land, or adjacent public right-of-way from which noise is heard or measured.~~
- ~~(g)~~ *Residential Area* means any area primarily comprised of residential dwelling units, including areas occupied by Short-Term Rentals.
- ~~(h)~~ *Short-Term Rental* means a dwelling unit that is rented, leased, or otherwise assigned for occupancy or use by the public for a period of less than thirty (30) consecutive days.
- ~~(i)~~ *Sound Level Meter* means a device that meets standards established by the American National Standards Institute (ANSI) for measuring sound in decibels.
- ~~(j)~~ *Golf Course Maintenance* means the operation of any fuel or electric-powered machinery equipment, or tools used for regular turf care, landscaping, irrigation, or other routine upkeep of golf course grounds and facilities.

(k) *Town-recognized Holiday* means any holiday officially recognized and published by the Town of Kiawah Island.

(l) *Town Officials* means Code Enforcement Officers, Community Service Officers, Building Official, and other designated employees or agents of the Town authorized to enforce this Chapter.

Sec. 15-803. – General Prohibition.

No person shall make, cause, or permit any unreasonably loud, disturbing, or unnecessary noise that disrupts the peace, quiet, or comfort of any person within the Town, or that exceeds the maximum permissible sound levels established in Section 15-804.

Sec. 15-804. – Sound Limits and Activity Regulations.

(a) The following maximum sound levels, ~~as shall apply. Sound shall be~~ measured at a distance of ten (10) feet from the property line of ~~a Receiving Property, shall apply unless otherwise expressly provided below;~~ the parcel where the sound originates or, where appropriate and practical, at a distance of fifty (50) feet from the noise source. The measurement location shall be determined by the Town Official based on site conditions and public accessibility.

(1) Residential Areas:

- a. Daytime Hours: 70 dBA
- b. Nighttime Hours: 60 dBA

(2) Commercial and Resort Areas:

- a. Daytime Hours: 75 dBA
- b. Nighttime Hours: 60 dBA

(b) Construction Activity during hours not otherwise prohibited shall not exceed 85 dBA- ~~and shall be limited to the following hours:~~

~~—(1) Monday through Friday: 7:00 a.m. to 7:00 p.m.~~

~~—(2) Saturday: 8:00 a.m. to 5:00 p.m.~~

~~Construction Activity is prohibited on Sundays and Town-Recognized Holidays, except as provided below. Construction Activity that exceeds the permitted sound level or occurs outside the permitted daily hours (Monday-Saturday) shall require prior written approval by the Town. Construction Activity on Sundays or Town-Recognized Holidays may only be approved in emergencies or for critical infrastructure work where no reasonable alternative schedule exists. Such approvals shall be limited to temporary work and shall specify the permitted hours and duration.~~

(c) Commercial Landscaping and Golf Course Maintenance Activity during hours not otherwise prohibited shall not exceed 80 dBA. ~~and shall be limited to the following~~

~~—(1) Monday through Saturday: 8:00 a.m. to 6:00 p.m.~~

~~Any Commercial Landscaping Activity that exceeds the permitted sound level or occurs outside the hours specified herein shall require prior written approval by the Town.~~

~~(d) Golf Course Maintenance shall be permitted between the hours of 6:30 a.m. and 7:00 p.m.~~

(ed) All sound levels shall be measured by a Town Official using a properly calibrated Sound Level Meter.

Sec. 15-805. – Specific Prohibited Activities.

The following activities are deemed to be public nuisances and are prohibited under this Chapter:

(a) Operating amplified music, radios, televisions, speakers, musical instruments, or similar devices in a manner that is plainly audible inside any other residence or business not associated with the sound source, unless permitted by the Town.

~~(b) Operating Construction Activity or Commercial Landscaping Activity in violation of the permitted hours or sound limits set forth in Section 15-804(b) and (c).~~

(eb) Allowing an animal to make continuous or repetitive noise for more than ten (10) consecutive minutes ~~such that the noise is plainly audible from a Receiving Property at or beyond the property line of the parcel where the animal is kept.~~

(dc) Generating excessive noise from events, parties, or gatherings at Short-Term Rentals or other properties, where such noise disrupts adjacent or nearby properties, unless the event is approved or permitted by the Town.

(ed) Operating a motor vehicle that emits sound in violation of Section 56-5-5020 of the South Carolina Code of Laws.

(e) Operating Construction Activity, Commercial Landscaping Activity, or Golf Course Maintenance during the following prohibited hours, regardless of sound level, unless prior written approval is obtained:

(1) Construction Activity:

a. Between 7:00 p.m. and 7:00 a.m., Monday through Friday

b. Between 5:00 p.m. and 8:00 a.m., Saturday

c. At any time on Sundays and Town-Recognized Holidays

(2) Commercial Landscaping Activity:

a. Between 6:00 p.m. and 8:00 a.m., Monday through Saturday

b. At any time on Sundays and Town-Recognized Holidays

(3) Golf Course Maintenance:

a. Between 7:00 p.m. and 6:30 a.m., ~~Monday through Saturday~~

b. At any time on Sundays and Town-Recognized Holidays

Construction Activity, Commercial Landscaping Activity, or Golf Course Maintenance occurring during the prohibited hours listed above, or exceeding the applicable sound limits established in Section 15-804, shall require prior written approval by the Town. Such approval shall only be granted in emergencies or for critical infrastructure work where no reasonable alternative schedule exists. Approvals shall be limited in scope and duration and shall specify the permitted hours of activity.

Sec. 15-806. – Exemptions.

The provisions of this Chapter shall not apply to:

- (a) Emergency vehicles and emergency work, including post-storm cleanup, debris removal, and restoration activities following hurricanes, tropical storms, or other significant weather events
- (b) Municipal or utility work performed for public safety
- (c) ~~Community events approved and permitted by the Town~~ Town-approved community or special events, including those defined in Section 12-106(3) of the Town's Code of Ordinances
- (d) Beach or wildlife management activities conducted by the Town or its authorized agents
- (e) Other activities authorized by the Town Council

Sec. 15-807. – Enforcement.

This Chapter shall be enforced by the Town of Kiawah Island Code Enforcement Officers and other designated Town Officials.

Town Officials ~~may issue~~ are authorized to take enforcement action in response to violations of this Chapter, including, but not limited to, issuing verbal warnings, written citations, ~~civil fines, or~~ stop-work orders, as appropriate or initiating penalties as provided in Section 15-808.

Property owners ~~and~~, property managers, contractors, and commercial operators are responsible for ensuring that their guests, tenants, employees, and invitees comply with this Chapter and may be held jointly or individually liable for violations ~~on~~ occurring on, or arising from, their property or operations.

Sec. 15-808. – Penalties.

Violations of this Chapter ~~are~~ shall be subject to the following penalties:

- (a) For a first offense, the violator may receive a written warning or be assessed a civil fine not ~~exceeding to exceed~~ one hundred dollars (\$100).

- (b) For a second offense within any twelve (12) ~~months~~month period, the violator shall ~~incur~~be assessed a civil fine not ~~exceeding~~to exceed two hundred fifty dollars (\$250).
- (c) For a third or subsequent offense within the same twelve (12) month period, the violator ~~may face~~shall be assessed a civil fine not ~~exceeding~~to exceed five hundred dollars (\$500); ~~and the Town may revoke any applicable Short Term Rental license.~~

In addition to the fines above, the Town may revoke any applicable short-term rental license in accordance with Section 14-509 of the Town's Code of Ordinances, or revoke or suspend a business license pursuant to the procedures set forth in Section 4-315 of the Town's Code of Ordinances. The Town may also issue stop-work orders or pursue other enforcement remedies as authorized by law.

Each day that a violation continues shall ~~be considered~~constitute a separate offense.

Summary report:	
Litera Compare for Word 11.11.0.158 Document comparison done on 7/22/2025 10:33:51 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Amended v2 - 7-16-25.docx	
Modified DMS: iw://hsblawfirm.cloudmanage.com/hsbdocs/11615426/1 - Final - Noise Ordinance (TOKI, 7.22.2025).docx	
Changes:	
<u>Add</u>	53
Delete	40
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	93



TAB 7

TOWN COUNCIL

Agenda Item

ORDINANCE 2025-16

AN ORDINANCE TO AMEND CHAPTER 12 – LAND USE PLANNING AND ZONING, ARTICLE II. - ZONING, DIVISION 3. - USE REGULATIONS, SEC. 12-103. – CONDITIONS OF USE, TO MODIFY STANDARDS REGARDING COMMUNICATION TOWER INFRASTRUCTURE TO ENHANCE PUBLIC SAFETY AND QUALITY OF LIFE ISSUES REGARDING CELLULAR COVERAGE.

WHEREAS, the Town of Kiawah Island Municipal Code currently contains *Chapter 12 - Land Use Planning and Zoning*; and

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to modify infrastructure standards regarding communication towers; and

WHEREAS, the text amendment would be consistent with the purposes and intent of the adopted Comprehensive Plan and would not be detrimental to the public health, safety, and welfare of the Town of Kiawah Island; and

WHEREAS, the Planning Commission held a meeting on June 4, 2025, and July 2, 2025, at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted on July 2, 2025, to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, the Town Council held a Public Hearing on August 5, 2025, providing the public an opportunity to comment on the proposed amendment.

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

Section 1 **Purpose**

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to modify conditions of use regarding communication towers to modernize standards regarding communication towers.

Section 2 **Ordinance**

- (1) The Town hereby amends Section 12-103. Conditions of Use, as shown in the attached “**Exhibit A,**” which is hereby incorporated herein by reference.

Section 3 **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property,

circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4 **Effective Date and Duration**

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS __
DAY OF _____, 2025.**

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading:

2nd Reading:

DRAFT

Sec. 12-103. Conditions of use.

(m) *Communications towers.*

(1) *Purpose and legislative intent.* The Federal Telecommunications Act of 1996 affirmed the Town of Kiawah Island's authority concerning the placement, construction and modification of wireless telecommunications facilities. The regulations of this section are designed to site communications towers on Kiawah Island. It is the intent of this article to allow for the harmonious co-existence of communications towers and other land uses. It is also the intent of this article to reduce the overall negative impact of communications towers. ~~by:~~

~~a. Reducing the number of towers needed through a policy of encouraging collocation; and~~

~~b. Encouraging the following, if collocation is not feasible:~~

~~1. The use of stealth tower design, as defined in subsection (m)(43) of this section;~~

~~2. The clustering of towers (tower farms);~~

~~3. The placement of towers away from roadways;~~

~~4. The provision of effective screening; and~~

~~5. The location of communications equipment on existing structures.~~

(2) *Collocation exemption.* Proposed communications equipment collocating on existing towers and structures without adding to their height shall require only a zoning permit and shall not be subject to the requirements of this section. ~~;~~

(23) Tower height provision.

~~a. New Communications towers that are to be built at an existing communication tower location, may be permitted up to a maximum height of 150 feet subject to the requirements set forth in this section.~~

~~1. The height of the tower shall be measured from the base of the tower to the tower's highest point inclusive of any antennas. For stealth towers placed on buildings or other structures, the height shall be measured from natural grade to the highest point.~~

~~b. Communication towers may exceed the maximum height limits established in this article provided that a special exception is granted by the Board of Zoning Appeals pursuant to the provisions of Section 12-161. Requests for such special exceptions must be submitted and approved prior to the approval of site plan review and any issued zoning permit. Applicants must demonstrate the need for additional height is necessary to meet the service provider objectives, and that no practical alternative location or technology could achieve the same service coverage. If the height of a proposed communication tower that is being built at the location of an existing communication tower will equal or exceeds 120 feet in height its application must be accompanied by a report from an professional engineer, radio frequency engineer or other -licensed or certified professional licensed in the State of South Carolina that states justifies the additional height.;~~

~~c. Communication towers may exceed the maximum height limits established in this article provided that a special exception is granted by the Board of Zoning Appeals pursuant to the provisions of Section 12-161. Requests for such special exceptions must be submitted and~~

approved prior to the approval of site plan review and any issued zoning permit. Applicants must demonstrate the need for additional height is necessary to meet the service provider objectives, and that no practical alternative location or technology could achieve the same service coverage.

(4) *Stealth tower provision.*

- a. For the purposes of this section, the term "stealth tower" means a communications tower not exceeding 1520 feet in height designed to unobtrusively blend into its existing surroundings so as not to have the appearance of a communications tower and is designed to hide, obscure, or conceal the presence of the towers and antennas. Examples of stealth towers include, but are not limited to, antenna tower alternative structures, architecturally roof-mounted antennas, building-mounted antennas painted to match the existing or proposed trees and landscaping, antenna structures designed to look like light poles or electrical utility poles, artificial trees, clock towers, flagpoles, steeples, water towers or water tanks.
- b. All proposed stealth tower designs must be approved by the Planning Director.
- c. A complete zoning permit application for a stealth tower that meets all requirements of this article shall be approved.

(5) ~~_____~~ *Preapplication meeting.* Prior to submitting a formal application for a zoning permit for a communications tower the applicant is required to attend one or more preapplication meetings. The purpose of the preapplication meeting is to address key issues which will help to expedite the review and permitting process. The Planning Director may conduct a site visit at the preapplication meeting.

(6) ~~_____~~ *Zoning permit submittal requirements.* Prior to zoning permit approval, all applications for ~~r~~~~e~~communications towers shall complete the site plan review process as provided in section 12-162. In addition to any site plan review requirements, the application must contain the following items:

- a. A site plan, drawn to engineer's scale, showing the location of the tower guy anchors (if any), existing or proposed buildings and structures or improvements, including parking, driveways or access roads, fences and protected ~~Grand Specimen~~ Trees affected by the proposed construction. If there are no ~~Grand Specimen~~ Trees affected, a surveyor's statement on the site plan must be shown. Adjacent land uses shall also be noted on the site plan, with precise measurements noted between the proposed tower and any residential structures on surrounding properties.
- b. The site plan must show a vegetated buffer with a detailed plant list, either existing or installed, that provides an effective screen from public rights-of-way and adjacent property owners and across view corridors. If a buffer is to be installed, its placement on the site will vary in order to provide the most effective screening from public view as determined by the Planning Director. Required materials will be based on installation of a 25-foot buffer around the fenced area.
- c. Elevation drawings of the proposed building and structures. The height and typical design of the tower and buildings, typical materials to be used, color, and lighting shall be shown on elevation drawings. The applicant shall submit documentation justifying the total height of any communications towers, facility and/or antenna and the basis therefor. In cases where the proposed height of a new communication tower will equal or exceeds 120 feet the applicant must submit a report as described in section 12-103 (m) (2) (b) above.
- d. Additionally, color and material samples shall be provided. The proposed tower must be located no closer to a residential structure than 200 feet, or a distance equal to 1.5 feet for

each foot in height of the proposed tower plus 50 feet as measured from the center of the proposed tower, ~~whichever is greater. At a minimum, there must be a 200150-foot distance between the proposed tower and a residential structure.~~

- e. An ~~eight~~six-foot nonclimbable fence must be placed around the tower and any associated building. Guy wires may be fenced separately.
- f. The proposed tower must be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. The fall zone shall be determined by an engineer certified by the State of South Carolina in a letter which includes the engineer's signature and seal.
- g. For the purposes of collocation review and review of efforts at siting a tower on the same lot near an existing tower, the applicant shall submit satisfactory written evidence such as correspondence, agreements, contracts, etc., that alternative towers, buildings, or other structures are not available or suitable for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, providing a location free of interference from other communication towers, or available at the prevailing market rate (as determined by staff communication with persons doing business within the industry). Additionally, the applicant shall make every effort to build the proposed tower in such a manner as may allow other telecommunication users to collocate.
- h. Proposed towers may not be located within 1,000 feet of the center of an existing tower unless the proposed tower is to take the place of an existing tower at the same location and the existing tower is removed pursuant to Sec. 12-103 (m) (11). applicant certifies that the existing tower does not meet the applicant's structural specifications and the applicant's technical design requirements, or that a collocation agreement could not be obtained at a reasonable market rate. In the event of the situation set forth in this subsection, the clustering of new towers on the same parcel near existing towers is permitted.
- i. The proposed tower shall only be illuminated as required by the Federal Communications Commission or Federal Aviation Administration. Nighttime strobe lighting shall not be incorporated unless required by the Federal Communications Commission or Federal Aviation Administration. If lighting is required, the applicant shall provide a detailed plan for sufficient lighting that shall be as unobtrusive and inoffensive as permissible under state and federal regulations, and an artist's rendering or other visual representation showing the effect of light emanating from the site on neighboring habitable structures within 1,500 feet of all property lines of the parcel on which the communications towers are located.
- j. Communications towers shall contain a sign no larger than four square feet to provide adequate notification to persons in the immediate area of the presence of an antenna that has transmission capabilities. The sign shall contain the names of the owners and operators of the antennas, as well as emergency phone numbers. The sign shall be located so as to be visible from the access point of the site. No other signage, including advertising, shall be permitted on any facilities, antennas, antenna supporting structures or antenna towers, unless required by law.
- k. A copy of the tower's proposed search rings illustrating signal strength for each carrier at their heights.
- l. To ensure the removal of towers which do not meet requirements for continued use or proper maintenance, a statement of financial responsibility shall be submitted for each tower and a performance bond for the amount of anticipated removal costs shall be posted. The bond

must be renewed as necessary to ensure that it is maintained at all times during the existence of the tower.

m. Structural drawings for the proposed tower.

n. The applicant shall furnish a visual impact assessment which shall include:

1. A zone visibility map which shall be provided in order to determine locations where the tower may be seen.
2. Pictorial representations and rendering of before and after view from key viewpoints both inside and outside the Town including, but not limited to:
 - (i) Major highways and roads;
 - (ii) State and local parks;
 - (iii) Historic districts;
 - (iv) Preserves and historic sites normally open to the public; and
 - (v) Any other location where the site is visible to a large number of visitors, travelers or residents.
 - (vi) Any other location as determined by the Planning Director.
3. An assessment of the visual impact of the tower base, guy wires and accessory buildings from abutting and adjacent properties and streets.

(76) Retention of expert assistance and reimbursement by the applicant.

- a. The Town, pursuant to its professional services procurement policy, may hire any consultant and/or expert necessary to assist the Town in reviewing and evaluating the application, including the construction and modification of the site, once permitted, and any requests for recertification.
- b. ~~An~~The applicant shall ~~deposit with the Town funds sufficient to reimburse the Town for all~~ be reasonable-responsible for any costs incurred for these services including but not limited to of the consultant and expert evaluation and consultation to the Town in connection with the review of any application, including the construction and structural evaluation and inspection of the tower, and modification of the site, once permitted and any recertification requests. ~~The initial deposit shall be \$8,500.00. The application will not be processed until receipt of this initial deposit. The Town will maintain a separate escrow account for all such funds. The Town's consultants/experts shall invoice the Town for its services in reviewing the application, including the construction and modification of the site, once permitted. If, at any time during the process this escrow account has a balance less than \$2,500.00, the applicant shall immediately, upon notification by the Town, replenish said escrow account so that it has a balance of at least \$5,000.00. Such additional escrow funds shall be deposited with the Town before any further action or consideration is taken on the application. In the event that the amount held in escrow by the Town is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall be promptly refunded to the applicant. The applicant shall not be entitled to receive any interest earnings on unused funds.~~
- c. ~~The total amount of the funds needed as set forth in subsection (m)(6)b of this section may vary with the scope and complexity of the project, the completeness of the application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.~~ The applicant shall submit a deposit in the amount of \$5,000 within 15 days of a completed application to be used towards necessary review, analysis and inspection

of any construction or modification. The applicant shall not be entitled to receive any interest earnings or unused funds.

e. Town Council may authorize the waiver of any required costs or deposit pursuant to subsection.

(87) Surrounding property owner notification.

a. In order to better inform the public, in the case of a new communications towers, the applicant shall hold a balloon test as follows:

1. Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of three-foot diameter brightly colored balloon at the maximum height of the proposed new tower.
2. The dates, (including a second date, in case of poor visibility on the initial date) shall be provided to the Planning Director ten days after receipt of the complete application notice.
3. The dates shall be set at minimum 15 days prior to the Planning Director making a final decision on the zoning permit.
4. The balloons shall be flown for ten consecutive hours between 8:00 a.m. and 6:00 p.m.

b. Public notice requirements for balloon test shall include:

a. Town wide public notice via the Town's electronic newsletters shall be made at least two weeks prior to the balloon test.

b. AdditionalWritten public notice to neighboring property owners -- The Town shall ~~contact~~provide written notice to all property owners within a radius of 500 feet as measured at the site of the center of the new communication tower. -The public notice shall advise property owners of the upcoming ballon test as well as the proposed height and other features of the proposed communication tower.

~~b. The Town may consider alternative plan to a balloon test as appropriate and approved by the Planning Director.~~

~~b.c.~~ Once the application is deemed complete by the Planning Director for a communications tower zoning permit, the Planning Department shall provide parties in interest, personal, posted and newspaper notice in accordance with the requirements of section 12-156. The public notice shall include the dates of the balloon tests as provided by the applicant and the date the Planning Director must make a final decision on the zoning permit.

(98) Time limit for staff review. Upon receipt of an application deemed complete by the Planning Director for a communications tower zoning permit, the Planning Director shall have a maximum of 45 days to act on the application. The 45 days begins from the date the applicant is sent written notice of a complete application from the Planning Director. Failure to act on the application within 45 days will result in the applicant being granted a zoning permit.

(109) Zoning permit approval criteria.

- a. A complete zoning permit application for a ~~stealth-communication~~ tower that meets all requirements of this article may be approved, approved with conditions or denied. ~~shall be approved.~~
- b. Upon review of a complete application, no zoning permit shall be issued for a communications tower, until the Planning Director determines that the proposed tower complies with the following criteria and standards:

~~1. The location and height of the proposed tower will not substantially impact the character of property listed in or eligible for the National Register of Historic Places, other significant environmental, cultural or historical site officially designated scenic roads or rivers and that the tower is designed to blend into the environment and minimize visual impact.~~

~~21.~~ If a completely new tower is necessary, the applicant must provide written proof of attempts at collocation and siting a tower on the same lot near an existing tower were proven not feasible or practical.

~~32.~~ The applicant has pursued any available publicly owned sites and privately owned sites occupied by a compatible use, and if not utilized, that these sites are unsuitable for operation of the facility under applicable communications regulations and the applicant's technical design requirements.

~~43.~~ Staff shall review and approve the color and materials to be used for the proposed tower.

~~54.~~ If the Planning Director finds a proposed communications tower will have a substantially negative impact on a surrounding area or adjoining property, the use shall fall under the special exception (S) provisions of this article.

c. In determining whether the use shall fall under the special exception (S) provisions the Planning Director may consider one or more of the following items:

~~1. The proposed use will be detrimental to adjacent land uses including historical sites;~~

~~2. The proposed use will have a negative aesthetic visual impact;~~

~~13.~~ The proposed use will have an adverse eaffect on the environment (not including radio frequency emissions); and

~~24.~~ The proposed use is contrary to the public health, safety or welfare.

~~(1119)~~ *Tower abandonment.* A tower that is not used for communication purposes for more than 120 days (with no new application on file for any communication user) is presumed to be out of service and the owner of such tower must notify the staff and remove the tower within 50 days. Towers which are not maintained by the owner according to the Town building code shall be removed by the owner within 60 days. To ensure the removal of towers which do not meet requirements for continued use or proper maintenance, a statement of financial responsibility shall be submitted for each tower and a performance bond for the amount of anticipated removal costs shall be posted. Removal costs shall be charged to the tower owner. The bond must be renewed as necessary to ensure that it is maintained at all times during the existence of the tower.

(Code 1993, § 12A-302; Ord. No. 2005-08, § 12A-302, 10-12-2005; Ord. No. 2006-08, § 2.1(12A-302), 11-7-2006; Ord. No. 2016-04, § 1, 9-6-2016; Ord. No. 2023-22, § 2(Exh. A), 11-28-2023)



TAB 8

TOWN COUNCIL

Agenda Item

THE TOWN OF KIAWAH ISLAND

RESOLUTION 2025-01

A RESOLUTION AUTHORIZING PARTICIPATION IN THAT CERTAIN SOUTH CAROLINA STATEWIDE MUTUAL AID AGREEMENT FOR EMERGENCY AND DISASTER RESPONSE/RECOVERY

WHEREAS, the Town Council of the Town of Kiawah Island, South Carolina (“Town Council”) seeks to promote the health, safety, and welfare of its residents through preparedness and cooperation in times of emergency or disaster; and

WHEREAS, the Town Council recognizes that coordinated mutual aid among counties, municipalities, political subdivisions, and state agencies is essential to effective emergency and disaster response and recovery; and

WHEREAS, that certain South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/Recovery establishes a uniform framework for requesting and providing emergency assistance, setting forth procedures for participation, reimbursement, liability, and authorized representation; and

WHEREAS, the Town Council finds it necessary and appropriate to approve participation in the Agreement and to designate the Mayor to act on behalf of the Town of Kiawah Island in accordance with its provisions.

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

Section 1 Resolution

That certain South Carolina Statewide Mutual Aid Agreement for Emergency and Disaster Response/Recovery, attached hereto as “**Exhibit A**” and incorporated herein by this reference, is hereby approved. The Mayor is hereby authorized to execute the Agreement on behalf of the Town of Kiawah Island, and any prior execution of the Agreement and related acts taken in furtherance thereof are hereby ratified, confirmed, and approved.

Section 2 Effective Date

This Resolution shall become effective on the date of passage of the resolution by the Town Council.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND
ON THIS ____ DAY OF _____, 2025.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

EXHIBIT A

**STATEWIDE MUTUAL AID AGREEMENT FOR EMERGENCY AND DISASTER
RESPONSE/RECOVERY**

Attached.

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

- A. AGREEMENT** – the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as “SCEMD”). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.
- B. REQUESTING PARTY** – the Participating Government entity requesting aid in the event of an emergency.
- C. ASSISTING PARTY** - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.
- D. AUTHORIZED REPRESENTATIVE** – an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. SCEMD** – the South Carolina Emergency Management Division, Office of the Adjutant General.
- F. EMERGENCY** – any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.
- G. DISASTER** – any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local county, or state governments.
- H. PARTICIPATING GOVERNMENT** – any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

- I. **PERIOD OF ASSISTANCE** – the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

- J. **WORK OR WORK-RELATED PERIOD** – any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

- A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures, or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources

are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

- F. FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- G. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.
- H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.
- I. WRITTEN ACKNOWLEDGMENT:** The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgment for its own records.

SECTION 3. REIMBURSABLE EXPENSES

- A. PROCEDURES FOR REIMBURSEMENT:** Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:
1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.
 2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five

(45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.
2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.
3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.
4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Assisting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment while providing assistance to the Requesting Party.
5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting

Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality, and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier authorizing it to provide and receive assistance under this Agreement and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

Signature Page (State Agency)

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____ Date: _____
Signature

Printed Name

Signature Page (County)

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures, or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
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2. Availability of additional resources:

3. Time limitations, if any:



TAB 9

TOWN COUNCIL

Agenda Item



Charleston Area Regional Transportation Authority

MEMORANDUM

TO: Board of Directors
 FROM: Robin W. Mitchum, Deputy Director of Finance and Administration
 SUBJECT: FY25/26 Proposed Budget
 DATE: June 18, 2025

Please find attached the Proposed FY25/26 Budget for your consideration.

Revenues

A detailed explanation of line-item changes are as follows:

- Farebox and Passes & Mobile Ticketing revenues have been increased for average and estimated receipts.
- Contract Service revenues for have increased based on the contract agreements and estimated ridership.
- Local contributions are funds received for shelter construction. These contributions are recorded as received.
- Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & Individuals with Disabilities, 5307 CARES Act and ARP Act funds. CARTA receives funds as a direct recipient from FTA and Pass-Through funds from the BCDCOG. Capital funds are reflected in the capital revenues budget. The increase in Federal funding is a projection of federal grant awards.
- Sales Tax – Charleston County is the operating funds. The matching requirements for capital are reflected the capital revenues budget line item.
- Advertising is advertising on the bu
- Insurance proceeds is policy proceeds that are the result of accidents. Insurance proceeds are recorded as received.
- Sale of Assets is the proceeds from the sale of vehicles. These funds are recorded as received.

Expenditures

A detailed explanation of line-item changes are as follows:

- Retiree Benefits is increased for the cost of SCPEBA employer portion of Retiree Insurance.
- Printing is decreased due to concluding costs of rebranding materials and signage.
- Office Equipment Maintenance is increased for anticipated cost associated with the Swiftly system

- Rent includes the Ashley Phosphate Park & Ride Lot, Dorchester Village Shopping Center Park & Ride Lot, Leeds Avenue lot lease from Dominion Energy, SC Works Trident lease space, and document storage. The increase is due to average and anticipated expenditures for renewing the Park & Rides leases, SC Works lease space, and document storage.
- Communication is increased for average and anticipated costs.
- Utilities is increased for average and anticipated costs.
- Advertising is decreased to remove the Route 10 marketing campaign.
- Professional services is decreased for custodial services at the Melnick Park and Ride location.
- Contract Services is increased for Shared IGA services that includes management, administrative, financial, customer service, cash counting, marketing, advertising, maintenance costs, engineering, and professional services. Contract Services has also been adjust for anticipated Fixed Route services, security services, and the comprehensive operating analysis.
- Vehicle Maintenance increased for average and estimated maintenance costs.
- Facility Repair & Maintenance increased for average and estimated repairs and maintenance.
- Operating Fees increased for average and anticipated costs.
- Paratransit service increased for anticipated operator costs.
- Interest is decreased as the principle on the loan deceases.
- Non-Capitalized assets include security equipment, cameras, lighting, shelter panels/parts, driver safety barriers, COVID-19 PPE, and radio equipment. This line has been reduced to anticipated costs.

Capital Expenditures (Balance Sheet)

- Rolling Stock includes the purchase of vehicles and associated equipment.
- Bus Facilities/Charging stations is decreased for Leeds avenue parking lot repairs and charging infrastructure.
- Bus Shelter Construction/Bench is estimated cost for shelters and associated equipment.
- Land includes the purchase of HOP lot.
- Facilities Construction is engineering and design costs for the HOP park and ride facilities.
- Security Cameras and Equipment is funds available and anticipated expenditures to purchase security equipment at our facilities and on rolling stock.
- Capital (IT, Facility Repairs/Maint) is for the facility upgrades or repairs.

We will monitor the budget to ensure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com.

CARTA
Proposed FY2026 Budget

	Budget <u>FY 2025</u>	Proposed Budget <u>FY 2026</u>	<u>Variance</u>
<u>Revenues</u>			
Farebox	1,169,333	1,238,120	68,787
Passes & Mobile Ticketing	623,037	659,690	36,653
COC Shuttle	393,945	393,945	-
MUSC	765,160	765,160	-
City of Charleston - DASH	741,452	778,524	37,072
Local Contributions	13,150	-	(13,150)
Federal	8,909,593	11,648,167	2,738,574
Sales Tax - Charleston County	13,430,591	12,700,640	(729,951)
Advertising	850,000	900,000	50,000
Insurance Proceeds	95,493	-	(95,493)
Sale of Asset	11,775	-	(11,775)
Miscellaneous	260	-	(260)
TOTAL REVENUES	27,003,789	29,084,246	2,080,457
<u>Expenditures</u>			
Retiree Benefits	10,046	10,660	614
Supplies	65,000	65,000	-
Printing	42,000	40,000	(2,000)
Automotive	2,500	2,500	-
Postage	50	50	-
Dues/Memberships	2,500	2,500	-
Office Equipment Rental	116,225	116,225	-
Office Equipment Maintenance	356,324	411,100	54,776
Rent	35,600	38,175	2,575
Communications	166,212	167,095	883
Utilities	202,330	204,310	1,980
Advertising	65,000	5,000	(60,000)
Professional Services			
Auditing	31,200	31,850	650
Legal	1,000	1,000	-
Custodial	20,245	11,405	(8,840)
On Demand Program	531,050	531,050	-
Other	20,000	20,000	-
Contract Services			
Shared Services - IGA	3,807,434	3,972,314	164,880
Comprehensive Operating Analysis	-	1,000,000	1,000,000
Fixed Route	14,879,025	15,650,000	770,975
Money Transport	14,090	14,230	140
Security Services	124,200	171,180	46,980
Vehicle Maintenance	348,701	350,000	1,299

CARTA
Proposed FY2026 Budget

	Budget FY 2025	Proposed Budget FY 2026	Variance
Facility Repair & Maintenance	47,250	48,050	800
Operating Fees & Licenses	60,400	63,420	3,020
Insurance	1,085,307	1,085,307	-
Fuel	1,268,750	1,268,750	-
Paratransit	3,622,510	3,735,000	112,490
Miscellaneous	5,400	5,950	550
Interest	43,440	37,125	(6,315)
Non-Capitalized Assets	30,000	25,000	(5,000)
TOTAL EXPENDITURES	27,003,789	29,084,246	2,080,457
 Excess (Deficit) of Revenues Over (Under) Expenditures	 <u>-</u>	 <u>-</u>	 <u>-</u>
 <u>Capital Revenues</u>			
Rolling Stock	254,954	2,228,000	1,973,046
Bus Facilities/Charging Stations	240,029	-	(240,029)
Bus Shelter Construction/Bench Install	92,303	-	(92,303)
Land	-	2,520,000	2,520,000
Facilities Construction	495,698	4,807,800	4,312,102
Security Cameras/Equipment	69,640	275,841	206,201
Sales Tax - Charleston County	860,909	2,097,360	1,236,451
TOTAL CAPITAL EXPENDITURES	2,013,533	11,929,001	9,915,468
 <u>Capital Expenditures</u>			
Rolling Stock	326,093	2,785,000	2,458,907
Bus Facilities/Charging Stations	294,929	-	(294,929)
Bus Shelter Construction/Bench Install	332,479	210,000	(122,479)
Land	-	3,150,000	3,150,000
Facilities Construction	619,622	5,414,200	4,794,578
Security Cameras/Equipment	87,050	344,801	257,751
Capital (IT, Facility Repairs/Maint)	353,360	25,000	(328,360)
TOTAL CAPITAL EXPENDITURES	2,013,533	11,929,001	9,915,468

CARTA
<i>Proposed</i> Detailed Budgeted Expenditures
FY 2025/2026

		Approved Budget FY 2025	<i>Proposed</i> Budget FY 2026	Increase (Decrease)
RETIREE BENEFITS	Retiree Insurance	10,046	10,660	614
		<u>10,046</u>	<u>10,660</u>	<u>614</u>
SUPPLIES	Admin/Operations	65,000	65,000	-
	Total	<u>65,000</u>	<u>65,000</u>	<u>-</u>
PRINTING	Printing	37,000	40,000	3,000
	Rebranding	5,000	-	(5,000)
		<u>42,000</u>	<u>40,000</u>	<u>(2,000)</u>
AUTOMOTIVE	Parking/Mileage/Service	2,500	2,500	-
	Total	<u>2,500</u>	<u>2,500</u>	<u>-</u>
POSTAGE		50	50	-
		<u>50</u>	<u>50</u>	<u>-</u>
DUES & MEMBERSHIPS	Charleston Metro Chamber	500	500	-
	TASC (SCAMI)	2,000	2,000	-
	Total	<u>2,500</u>	<u>2,500</u>	<u>-</u>
EQUIPMENT RENTAL	Electric Bus Battery Lease	105,000	105,000	-
	Electric Bus Battery Lease Property Tax	11,225	11,225	-
	Total	<u>116,225</u>	<u>116,225</u>	<u>-</u>
OFFICE EQUIPMENT MAINTENANCE	IT / Camera Maint.	45,000	45,000	-
	Money Counting Equipment	2,000	2,000	-
	AVL Cloud Manager	19,832	20,410	578
	Genfare Support	20,190	20,935	745
	Electric Bus Mgmt Software	72,755	72,755	-
	CAD/ITS/AVL	196,547	250,000	53,453
		<u>356,324</u>	<u>411,100</u>	<u>54,776</u>
RENT	Land	6,000	6,000	-
	Park & Ride	21,700	24,020	2,320
	Document Storage	2,565	2,615	50
	SC Works Charleston Center	5,335	5,540	205
		<u>35,600</u>	<u>38,175</u>	<u>2,575</u>
COMMUNICATIONS	Telephone/Internet	43,907	44,340	433
	Tablets - Buses	45,805	46,255	450
	Radios	76,500	76,500	-
	Total	<u>166,212</u>	<u>167,095</u>	<u>883</u>
UTILITIES	Electricity	12,755	12,880	125
	Electricity -Charging Stations	185,740	187,560	1,820
	Water	3,835	3,870	35
		<u>202,330</u>	<u>204,310</u>	<u>1,980</u>

CARTA
Proposed Detailed Budgeted Expenditures
FY 2025/2026

		Approved Budget FY 2025	Proposed Budget FY 2026	Increase (Decrease)
ADVERTISING	ALL	60,000	-	(60,000)
	BUS WRAPS	5,000	5,000	-
		<u>65,000</u>	<u>5,000</u>	<u>(60,000)</u>
PROFESSIONAL SERVICES	Audit	31,200	31,850	650
	Legal	1,000	1,000	-
	Custodial	20,245	11,405	(8,840)
	CARTA OnDemand	531,050	531,050	-
	Other	20,000	20,000	-
	<u>603,495</u>	<u>595,305</u>	<u>(8,190)</u>	
CONTRACT SERVICES	Management Services	75,000	75,000	-
	Shared Services (IGA)	3,508,514	3,681,546	173,032
	Legal Fees (IGA)	108,145	56,118	(52,027)
	Transit Planning & OnDemand Planning (IGA)	52,275	103,250	50,975
	Mt. Pleasant St. Park & Ride Design (IGA)	25,000	-	(25,000)
	ITS System (IGA)	25,000	-	(25,000)
	Mobile Ticketing (IGA)	13,500	56,400	42,900
	Comprehensive Operating Analysis (COA)	-	1,000,000	1,000,000
	Fixed Route	14,879,025	15,650,000	770,975
	Money Transport	14,090	14,230	140
	Super Stop Security Services	114,650	161,440	46,790
	Mary St. Security Services	9,550	9,740	190
	<u>18,824,749</u>	<u>20,807,724</u>	<u>1,982,975</u>	
VEHICLE MAINTENANCE		<u>348,701</u>	<u>350,000</u>	<u>1,299</u>
		<u>348,701</u>	<u>350,000</u>	<u>1,299</u>
FACILITY REPAIR & MAINTENANCE	Facility Repair Misc	40,000	40,800	800
	Bus Wash Inspection	7,250	7,250	-
		<u>47,250</u>	<u>48,050</u>	<u>800</u>
OPERATING FEES & LICENSES		<u>60,400</u>	<u>63,420</u>	<u>3,020</u>
		<u>60,400</u>	<u>63,420</u>	<u>3,020</u>
INSURANCE	Administration	24,221	24,221	-
	Operating	1,061,086	1,061,086	-
		<u>1,085,307</u>	<u>1,085,307</u>	<u>-</u>
FUEL	Fuel	1,268,750	1,268,750	-
		<u>1,268,750</u>	<u>1,268,750</u>	<u>-</u>
PARATRANSIT	National Express/WeDriveU	3,622,510	3,735,000	112,490
		<u>3,622,510</u>	<u>3,735,000</u>	<u>112,490</u>
MISCELLANEOUS	Misc	5,400	5,950	550
		<u>5,400</u>	<u>5,950</u>	<u>550</u>

CARTA
<i>Proposed</i> Detailed Budgeted Expenditures
FY 2025/2026

		Approved Budget <u>FY 2025</u>	<i>Proposed</i> Budget <u>FY 2026</u>	Increase (Decrease)
INTEREST	BB&T/Truist - Melnick Property	43,440	37,125	(6,315)
		<u>43,440</u>	<u>37,125</u>	<u>(6,315)</u>
NON-CAPITALIZED ASSETS	Non-Capitalized Assets	30,000	25,000	(5,000)
		<u>30,000</u>	<u>25,000</u>	<u>(5,000)</u>
TOTAL OPERATING		<u>27,003,789</u>	<u>29,084,246</u>	<u>2,080,457</u>
CAPITAL				
	Rolling Stock/Fleet Repair	326,093	2,785,000	2,458,907
	Bus Facilities/Charging Stations	294,929	-	(294,929)
	Bus Shelter Construction/Bench	332,479	210,000	(122,479)
	Land	-	3,150,000	3,150,000
	Facilities Construction	619,622	5,414,200	4,794,578
	Security/Cameras	87,050	344,801	257,751
	Capital (IT, Facility Repairs/Maint)	353,360	25,000	(328,360)
TOTAL CAPITAL		<u>2,013,533</u>	<u>11,929,001</u>	<u>9,915,468</u>